



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

Tuesday, February 17, 2026

7:00 PM

Municipal Building Council Chambers

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, February 17, 2026, in the Council Chambers, 142 N 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting. City financial claims and related invoices will be available for Council member review, audit, and voluntary signatures at the meeting location beginning 30 minutes prior to the scheduled meeting time.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

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

ROLL CALL

CONSENT AGENDA

1. City Codes Director Report

CURRENT YEAR: January 2026

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 2,634.70	\$ 464,736.81
REMODEL/ADDIT.	2	\$ 408.25	\$ 91,300.00
ACCESSORY	11	\$ 282.70	\$ 18,554.25
RELOCATE	3	\$ 100.00	\$ 16,452.81
ELECTRIC			
PLUMBING	7	\$ 800.00	
MECHANICAL	2	\$ 250.00	
SEWER TAP	1	\$ 250.00	
TEMP. WATER	1	\$ 120.00	
WATER TAP	1	\$ 838.00	
TEMP. ELEC.	1	\$ 50.00	
ELECTRIC SER.	1	\$ 200.00	
TOTALS	31	\$ 5,933.65	\$ 591,043.87

LAST YEAR: January 2025

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	4	\$ 9,317.01	\$ 1,396,452.18
REMODEL/ADDIT.	8	\$ 685.40	\$ 130,724.58
ACCESSORY	4	\$ 109.60	\$ 6,100.00
RELOCATE	3	\$ -	\$ -
ELECTRIC			
PLUMBING	6	\$ 325.00	\$ -
MECHANICAL	5	\$ 325.00	\$ -
SEWER TAP	4	\$ 1,000.00	\$ -
TEMP. WATER	4	\$ 480.00	\$ -
WATER TAP	4	\$ 3,352.00	\$ -
TEMP. ELEC.	4	\$ 200.00	\$ -
ELECTRIC SER.	4	\$ 800.00	\$ -
TOTALS	50	\$ 16,594.01	\$ 1,533,276.76

YEAR TO DATE January to December 2026

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 2,634.70	\$ 464,736.81
REMODEL/ADDIT.	2	\$ 408.25	\$ 91,300.00
ACCESSORY	11	\$ 282.70	\$ 18,554.25
RELOCATE	3	\$ 100.00	\$ 16,452.81
ELECTRIC			
PLUMBING	7	\$ 800.00	\$ -
MECHANICAL	2	\$ 250.00	\$ -
SEWER TAP	1	\$ 250.00	\$ -
TEMP. WATER	1	\$ 120.00	\$ -
WATER TAP	1	\$ 838.00	\$ -
TEMP. ELEC.	1	\$ 50.00	\$ -
ELECTRIC SER.	1	\$ 200.00	\$ -
TOTALS	31	\$ 5,933.65	\$ 591,043.87

YEAR TO DATE January to December 2025

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TEMP. WATER	4	\$ 480.00	\$ -
WATER TAP	4	\$ 3,352.00	\$ -
TEMP. ELEC.	4	\$ 200.00	\$ -
ELECTRIC SER.	4	\$ 800.00	\$ -
TOTALS	50	\$ 16,594.01	\$ 1,533,276.76

OPEN Property Maintenance Code Violation Report

					2/9/2026
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2026					
709 S Columbia Ave	Storm damaged accessory garage		Arnold Wied	In Person	Gary Rolf with help from the family has organized a group of individuals to remove the building and clean the site.No permit has been issued and no date has been set for the demolition.
430 N 2nd	Dead Tree	1/26/2026	Gerwick Trustee	Phone Call	Tree was removed by Witt 360. Property owner called and informed us Witt 360 will take the tree down the week of 1-26-2026.
2025					
938 Main St	Siding, no permit	12/10/2025	Dan Pearson	Phone Call	Dan received a permit and the siding was completed. Director Dworak left a a message with Dan to get a permit and update us on completion time frame.

2. City Treasurer Report

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 1/31/2026

Page 10 of 41

Receipt# Safekeeping Location	CUSIP Location	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	148006EZ8	AFS CASS CO SD #1 NE 26 12/15/26		2.35		200,000.00 100.00%	200,000.00	200,000.00	196,320.00
COMM: COMMERCE BANK	25932KCL7	AFS DOUGLAS SID #404-REF NE 27 08/15/27		1.75		225,000.00 100.00%	225,000.00	225,000.00	221,598.00
COMM: COMMERCE BANK	869325CL2	AFS SUTHERLAND -REF NE 28 06/15/28		0.95		140,000.00 100.00%	140,000.00	140,000.00	130,272.80
COMM: COMMERCE BANK	25932KCM5	AFS DOUGLAS SID #404-REF NE 28 08/15/28		1.85		230,000.00 100.00%	230,000.00	230,000.00	223,967.10
COMM: COMMERCE BANK	25933AFG6	AFS DOUGLAS SID #492-REF NE 28 08/15/28		3.20		175,000.00 100.00%	175,000.00	175,000.00	172,522.00
COMM: COMMERCE BANK	123540GD2	AFS BUTLER CO SD - 0056 NE 28 12/15/28		1.35		150,000.00 100.00%	150,000.00	150,000.00	138,510.00
COMM: COMMERCE BANK	80373YCT1	AFS SARPY CO SID #158-REF NE 29 11/15/29		3.10		155,000.00 100.00%	155,000.00	155,000.00	150,650.70
COMM: COMMERCE BANK	920340BQ8	AFS VALPARAISO RURAL FIRE NE 3C 07/15/30		2.10		75,000.00 100.00%	75,000.00	75,000.00	68,323.50
COMM: COMMERCE BANK	486890X92	AFS KEARNEY NE 30 10/15/30		2.60	A+	150,000.00 100.00%	150,000.00	150,000.00	142,288.50
COMM: COMMERCE BANK	0792124W3	AFS BELLEVUE-REF NE 30 12/15/30		3.10		250,000.00 100.00%	250,000.00	250,000.00	239,037.50
COMM: COMMERCE BANK	751265RA9	AFS RALSTON-VEHICLE NE 32 06/01/32		3.70		300,000.00 100.00%	300,000.00	300,000.00	300,216.00
COMM: COMMERCE BANK	25932WDR7	AFS DOUGLAS CO #517 NE 32 08/15/32		2.70		235,000.00 100.00%	235,000.00	235,000.00	222,902.20
COMM: COMMERCE BANK	661615UB8	AFS N PLATTE-REF NE 32 12/15/32		3.00	A+	200,000.00 100.00%	200,000.00	200,000.00	200,046.00

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.
1/28/2026 11:44 AM - BLA / JNBT

Pledges By Pledgee And Maturity

BBA

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

Page 11 of 41

As Of 1/31/2026

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
								Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	80378TEW8	AFS	SARPY SID #257-REF NE 33 10/15/33		3.85		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	243,787.50
COMM: COMMERCE BANK	698864-IR9	AFS	PAPILLION MUNI FACS NE 33 12/15/33		3.00	Aa1	175,000.00 100.00%	175,000.00	175,000.00	175,000.00	169,349.25
COMM: COMMERCE BANK	8184683N9	AFS	SEWARD-REF NE 33 12/15/33		2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	400,000.00	380,632.00
COMM: COMMERCE BANK	943776KA1	AFS	WAVERLY NE 34 06/01/34		2.95		335,000.00 100.00%	335,000.00	335,000.00	335,000.00	299,272.25
COMM: COMMERCE BANK	840372SX5	AFS	SOUTH SIOUX CITY-REF NE 36 08/01/36		2.20		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	186,618.00
COMM: COMMERCE BANK	25929FDW6	AFS	DOUGLAS SID #491-REF NE 36 09/15/36		2.60		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	168,508.00
COMM: COMMERCE BANK	80378EDN2	AFS	SARPY SID #263-REF NE 36 09/15/36		3.80		260,000.00 100.00%	260,000.00	260,000.00	260,000.00	253,546.80
COMM: COMMERCE BANK	98676TCF8	AFS	YORK NE-B-REF NE 36 10/01/36		1.85		200,000.00 100.00%	200,000.00	199,041.69	199,041.69	150,952.00
COMM: COMMERCE BANK	23087RHC5	AFS	CUMING CO-B-REF NE 36 12/15/36		2.00		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	211,462.50
COMM: COMMERCE BANK	68905WFK3	AFS	OTOE CO NE SD #501-B NE 36 12/15/36		1.70	Aa2	200,000.00 100.00%	200,000.00	200,000.00	200,000.00	158,964.00
COMM: COMMERCE BANK	80378DT4	AFS	SARPY CO SD#46 NE 36 12/15/36		2.00	AA-	200,000.00 100.00%	200,000.00	200,246.30	200,246.30	165,146.00
COMM: COMMERCE BANK	25938WBX0	AFS	DOUGLAS CO SID #562 NE 37 06/01/37		3.85		320,000.00 100.00%	320,000.00	320,000.00	320,000.00	294,704.00
COMM: COMMERCE BANK	80377XCV4	AFS	SARPY CO SID #190-REF NE 37 10/15/37		4.00		205,000.00 100.00%	205,000.00	205,000.00	205,000.00	199,161.60

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 1/31/2026

Page 12 of 41

Receipt# Safekeeping Location	CUSIP Location	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	25929RCY9	AFS DOUGLAS CO SID #485 NE 38 05/15/38		2.65		200,000.00 100.00%	200,000.00	200,000.00	155,776.00
COMM: COMMERCE BANK	25933VBY5	AFS DOUGLAS CO SANTN 559 NE 38 06/15/38		4.10		165,000.00 100.00%	165,000.00	165,000.00	159,421.35
COMM: COMMERCE BANK	25932EDK2	AFS DOUGLAS CO SID #438 NE 38 08/15/38		4.20		250,000.00 100.00%	250,000.00	250,000.00	250,255.00
COMM: COMMERCE BANK	80373RDR9	AFS SARPY CO DT #220-REF NE 38 08/15/38		4.05		170,000.00 100.00%	170,000.00	170,000.00	170,000.00
COMM: COMMERCE BANK	80387LAP3	AFS SARPY CO SAN & IMP DT NE 38 08/15/38		2.75		290,000.00 100.00%	290,000.00	290,000.00	226,695.90
COMM: COMMERCE BANK	72778PCU5	AFS PLATTE CO SD #5 NE 38 12/15/38		2.00	AA-	200,000.00 100.00%	200,000.00	200,000.00	155,140.00
COMM: COMMERCE BANK	80379KDH0	AFS SARPY CO SID #272-REF NE 38 12/15/38		4.40		215,000.00 100.00%	215,000.00	215,000.00	213,080.05
COMM: COMMERCE BANK	25934MCK3	AFS DOUGLAS SID #531-REF NE 39 01/15/39		4.35		200,000.00 100.00%	200,000.00	200,000.00	196,914.00
COMM: COMMERCE BANK	25936ECH6	AFS DOUGLAS CO SID #561 NE 39 01/15/39		4.35		180,000.00 100.00%	180,000.00	180,000.00	177,222.60
COMM: COMMERCE BANK	25930BEE3	AFS DOUGLAS CO SID #504 NE 39 08/15/39		3.40		215,000.00 100.00%	215,000.00	215,000.00	196,742.20
COMM: COMMERCE BANK	25931EGP9	AFS DOUGLAS CO SAN #503 NE 39 08/15/39		2.65		225,000.00 100.00%	225,000.00	225,000.00	171,200.25
COMM: COMMERCE BANK	80373XBC1	AFS SARPY CO SAN & IMP NT NE 39 08/15/39		2.60		200,000.00 100.00%	200,000.00	200,000.00	150,586.00
COMM: COMMERCE BANK	80373YDV5	AFS SARPY CO SID#158-REF NE 39 08/15/39		2.95		190,000.00 100.00%	190,000.00	190,000.00	184,588.80

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

Page 13 of 41

As Of 1/31/2026

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
COMM: COMMERCE BANK	25931BEJ1	AFS	DOUGLAS SID #507-REF NE 40 05/01/40		3.15		185,000.00 100.00%	185,000.00	185,000.00	146,040.85
COMM: COMMERCE BANK	25933VDM9	AFS	DOUGLAS CO SD #559 NE 40 05/15/40		3.40		175,000.00 100.00%	175,000.00	175,000.00	175,005.25
COMM: COMMERCE BANK	25930LDG7	AFS	DOUGLAS CO NE SID#530 NE 40 09/15/40		3.00		150,000.00 100.00%	150,000.00	150,000.00	127,071.00
COMM: COMMERCE BANK	25933EEG9	AFS	DOUGLAS CO SAN & IMPT NE 4C 11/15/40		3.15		190,000.00 100.00%	190,000.00	190,000.00	179,468.30
COMM: COMMERCE BANK	80388VBJ3	AFS	SARPY CNTY SANITATION NE 4C 12/15/40		4.00		240,000.00 100.00%	240,000.00	240,000.00	205,922.40
COMM: COMMERCE BANK	617775EV9	AFS	MORRILL CO NE 41 06/15/41		2.25		240,000.00 100.00%	240,000.00	240,000.00	165,530.40
COMM: COMMERCE BANK	25936EDY8	AFS	DOUGLAS CO SID #561 NE 41 07/15/41		2.90		235,000.00 100.00%	235,000.00	235,000.00	198,542.10
COMM: COMMERCE BANK	25939LDA1	AFS	DOUGLAS CO SID #567 NE 41 07/15/41		2.75		200,000.00 100.00%	200,000.00	200,000.00	135,582.00
COMM: COMMERCE BANK	25930LDN2	AFS	DOUGLAS CO SAN #530 NE 41 08/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	145,558.00
COMM: COMMERCE BANK	80379QBT3	AFS	SARPY CO NE SAN-REF NE 41 08/15/41		2.75		255,000.00 100.00%	255,000.00	255,000.00	182,934.45
COMM: COMMERCE BANK	80387LAS7	AFS	SARPY CO SAN & IMP DT NE 41 08/15/41		2.90		200,000.00 100.00%	200,000.00	200,000.00	146,598.00
COMM: COMMERCE BANK	25938MDE2	AFS	DOUGLAS CO SAN & IMPT NE 41 09/01/41		2.80		200,000.00 100.00%	200,000.00	200,000.00	144,910.00
COMM: COMMERCE BANK	25933EFW3	AFS	DOUGLAS CO NE SAN-B NE 41 09/15/41		2.85		235,000.00 100.00%	235,000.00	235,000.00	170,713.40

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Pledges By Pledgee And Maturity

BBA

Jones Bank - Seward, NE

Page 14 of 41

Pledged To: CITY TREASURER

As Of 1/31/2026

Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	25939HCU7	AFS	DOUGLAS CO SID#563 NE 41 11/15/41	2.85		200,000.00 100.00%	200,000.00	200,000.00	142,138.00
COMM: COMMERCE BANK	119483EL5	AFS	BUFFALO CO SD #0009 NE 41 12/15/41	2.00	A1	200,000.00 100.00%	200,000.00	194,811.44	149,368.00
COMM: COMMERCE BANK	259327W42	AFS	DOUGLAS CO SD #17 NE 41 12/15/41	4.00	AA	250,000.00 100.00%	250,000.00	253,365.88	250,952.50
COMM: COMMERCE BANK	25932XD4	AFS	DOUGLAS CO NE SID-REF NE 41 12/15/41	2.75		250,000.00 100.00%	250,000.00	250,000.00	210,355.00
COMM: COMMERCE BANK	25940KAS4	AFS	SID DOUGLAS #596-REF NE 41 12/15/41	2.75		275,000.00 100.00%	275,000.00	275,000.00	197,089.75
COMM: COMMERCE BANK	808290FV7	AFS	SCHUYLER NE 42 03/15/42	2.75		250,000.00 100.00%	250,000.00	250,000.00	181,455.00
COMM: COMMERCE BANK	80376KBN2	AFS	SARPY CO SID #334 NE 42 05/15/42	3.70		215,000.00 100.00%	215,000.00	215,000.00	186,084.65
COMM: COMMERCE BANK	25932XE6	AFS	DOUGLAS CO SID #524 NE 42 09/15/42	4.65		250,000.00 100.00%	250,000.00	250,000.00	238,935.00
COMM: COMMERCE BANK	25929MEM4	AFS	DOUGLAS CO SID #405-R NE 42 11/15/42	3.55		250,000.00 100.00%	250,000.00	250,000.00	197,965.00
COMM: COMMERCE BANK	006058DK4	AFS	ADAMS CO NE 42 12/15/42	4.00	AA-	300,000.00 100.00%	300,000.00	303,845.07	297,288.00
COMM: COMMERCE BANK	80387HCA3	AFS	SARPY CO SID #304 NE 43 05/15/43	5.00		200,000.00 100.00%	200,000.00	200,000.00	187,160.00
COMM: COMMERCE BANK	3132DMPY5	AFS	FRLMC 30YR 03/01/50	3.50		1,000,000.00 100.00%	494,210.95	537,796.95	455,697.09

64 Securities Pledged To: 1010 - CITY TREASURER **14,725,000.00** **14,219,210.95** **14,264,107.33** **12,514,744.49**

CASH IN BANK \$8,089,797.20

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1/28/2026 11:44 AM - BLA / JNBT

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

Pledged Securities Detail

H231
 Page 1 of 80

January 31, 2026

Report Sequence: sgrp, CUSIP, Ticket

SGrp	CUSIP	Description	S&P	Moody	Rate	State	Ticket-P#	Call Type	Maturity Dt	Total Face	Pledged Face	Pledge Values		Market Value
												Par Value	Book Value	
STyp	Loc/PI	S&P						Next Call Dt	Issue Dt	Total Par	% of Total	Carrying Value	Collateral Value	
PLEDGEE: CITY OF SEWARD (02)														
CMO	3137AWUJ78	FHR	FHR 4145 AC		1.250		185157011-1		12/15/2027	1,500,000.00	1,500,000.00	793.34	793.34	787.21
D02/02									AFS	793.34	100.00%	793.20	793.20	0.83
GNMA	36176WZB6	GNMA	GNMA POOL 778670		4.000		185168920-1		12/15/2026	560,000.00	560,000.00	2,691.18	2,691.18	2,690.96
D02/02									AFS	2,691.18	100.00%	2,705.55	2,705.55	8.97
MBS	3128CJUV29	FGLM	FHLMC POOL G30633		2.500		177020851-1		2/1/2033	1,000,000.00	1,000,000.00	116,714.57	116,714.57	113,414.27
D02/02									AFS	116,714.57	100.00%	120,659.79	120,659.79	243.16
MBS	3128MDW74	FGLM	FHLMC POOL G14970		3.500		177039340-1		12/1/2028	1,450,000.00	1,450,000.00	66,049.46	66,049.46	65,432.39
D02/02									AFS	66,049.46	100.00%	67,522.25	67,522.25	192.64
MBS	3128Q0GL5	FGLM	FHLMC POOL J19203		4.000		185147609-1		5/1/2027	425,000.00	425,000.00	3,371.38	3,371.38	3,365.02
D02/02									AFS	3,371.38	100.00%	3,401.28	3,401.28	11.24
MBS	31329KRS5	FGLM	FHLMC POOL ZA2297		3.000		177051131-1		4/1/2033	1,000,000.00	1,000,000.00	118,499.42	118,499.42	114,307.89
D02/02									AFS	118,499.42	100.00%	114,414.58	114,414.58	296.25
MBS	3132A8S34	FGLM	FHLMC POOL ZS7738		2.500		177051143-1		1/1/2031	860,000.00	860,000.00	98,704.87	98,704.87	95,932.99
D02/02									AFS	98,704.87	100.00%	95,702.25	95,702.25	205.64
MBS	3138AMK38	FNMA	FNMA POOL A17513		4.500		185159473-1		7/1/2026	500,000.00	500,000.00	1,954.29	1,954.29	1,952.12
D02/02									AFS	1,954.29	100.00%	1,959.62	1,959.62	7.33
MBS	3138EJLQ9	FNMA	FNMA POOL AL2134		4.000		185159924-1		7/1/2027	443,000.00	443,000.00	3,914.90	3,914.90	3,886.68
D02/02									AFS	3,914.90	100.00%	3,948.47	3,948.47	13.05
MBS	3138EKR9	FNMA	FNMA POOL AL3191		3.500		185160071-1		2/1/2028	500,000.00	500,000.00	5,869.51	5,869.51	5,808.45
D02/02									AFS	5,869.51	100.00%	5,932.12	5,932.12	17.12

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

**Pledged Securities Detail
January 31, 2026**

H231
Page 2 of 80

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS FNMA D02/02	3138EKJ9 FNMA POOL AL3380	5.500			177039338-1		1/1/2034 3/1/2013 AFS	2,000,000.00 126,314.02	2,000,000.00 100.00%	126,314.02 136,315.05	129,291.15 578.94	129,291.15 129,870.09
MBS FNMA D02/02	3138ELY4 FNMA POOL AL4309	4.000			185160221-1		10/1/2028 10/1/2013 AFS	1,000,000.00 12,482.71	1,000,000.00 100.00%	12,482.71 12,660.79	12,467.96 41.61	12,467.96 12,509.57
MBS FNMA D02/02	3138EMCY5 FNMA POOL AL4586	4.000			185160242-1		2/1/2027 12/1/2013 AFS	575,000.00 758.46	575,000.00 100.00%	758.46 763.67	756.37 2.53	756.37 758.90
MBS FNMA D02/02	3138EMPD7 FNMA POOL AL4919	3.500			184006560-1		3/1/2029 2/1/2014 AFS	2,000,000.00 88,186.30	631,641.94 31.58%	27,851.08 28,498.59	27,691.96 81.23	27,691.96 27,773.20
MBS FNMA D02/02	3138EQ5H1 FNMA POOL A.8047	3.500			176002956-1		11/1/2030 1/1/2016 AFS	1,050,000.00 100,982.85	1,050,000.00 100.00%	100,982.85 104,530.17	97,977.45 294.53	97,977.45 98,271.98
MBS FNMA D02/02	3138WUJ82 FNMA POOL AS4206	3.000			178000698-1		11/1/2030 12/1/2014 AFS	1,160,000.00 63,375.78	1,160,000.00 100.00%	63,375.78 64,871.90	62,242.98 158.44	62,242.98 62,401.42
MBS FNMA D02/02	3140FBGJ3 FNMA POOL BD3800	2.000			177051139-1		7/1/2031 7/1/2016 AFS	1,375,000.00 184,540.72	1,375,000.00 100.00%	184,540.72 177,996.87	176,129.97 307.57	176,129.97 176,437.54
MBS FNMA D02/02	3140J5EA3 FNMA POOL BM1028	2.500			177039342-1		12/1/2029 3/1/2017 AFS	1,750,000.00 114,056.36	1,750,000.00 100.00%	114,056.36 115,566.87	111,254.80 237.62	111,254.80 111,492.42
MBS FNMA D02/02	3140J5EA3 FNMA POOL BM1028	2.500			185164038-1		12/1/2029 3/1/2017 AFS	300,000.00 19,552.52	300,000.00 100.00%	19,552.52 19,587.60	19,072.25 40.73	19,072.25 19,112.98
MBS FNMA D02/02	31418AAC2 FNMA POOL MA0902	3.000			185165786-1		11/1/2028 10/1/2011 AFS	1,000,000.00 3,699.06	1,000,000.00 100.00%	3,699.06 3,705.01	3,671.72 9.25	3,671.72 3,680.97
MBS FNMA D02/02	31418AKN7 FNMA POOL MA1200	3.000			177011537-1		10/1/2032 9/1/2012 AFS	800,000.00 67,353.64	800,000.00 100.00%	67,353.64 69,673.52	64,979.12 168.38	64,979.12 65,147.50

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

**Pledged Securities Detail
January 31, 2026**

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value Book Value	Market Value		
MBS	31418AVK1 FNMA POOL MA1517	3.000			177039341-1		7/1/2028	1,000,000.00	1,000,000.00	42,316.32	41,901.63	41,901.63	42,007.42
D02/02							AFS	42,316.32	100.00%	42,781.85	105.79		
MBS	31418B5R3 FNMA POOL MA2655	4.000			177020853-1		6/1/2036	410,000.00	410,000.00	66,395.31	63,871.42	63,871.42	64,092.74
D02/02							AFS	66,395.31	100.00%	69,953.34	221.32		
MBS	31418DRM6 FNMA POOL MA4091	2.000			177046216-1		8/1/2030	610,000.00	610,000.00	130,633.53	126,013.38	126,013.38	126,013.38
D02/02							AFS	130,633.53	100.00%	128,058.95	217.72		126,231.10
MBS	31418EA83 FNMA POOL MA4530	1.500			177048016-1		2/1/2032	179,142.00	167,163.35	81,466.18	76,733.59	76,733.59	76,835.42
D02/02							AFS	87,303.91	93.31%	78,419.12	101.83		
MUNI	25887CAZ1 DOUGLAS CNTY NEB S&I #540	2.250		NE	177039343-1	Cont	1/1/2034	120,000.00	120,000.00	120,000.00	101,952.39	101,952.39	101,952.39
D02/02							1/5/2022	120,000.00	100.00%	120,000.00	225.00		102,177.39
MUNI	259290EB6 DOUGLAS CNTY NE SAN & IMPT DIS	3.100		NE	185142828-1	Contn	8/15/2030	150,000.00	150,000.00	150,000.00	144,253.10	144,253.10	146,397.27
D02/02							6/15/2016	150,000.00	100.00%	150,000.00	2,144.17		
MUNI	259305DT4 DOUGLAS CNTY NEB S&I #499	2.500		NE	178003667-1	Cont	3/1/2036	150,000.00	150,000.00	150,000.00	124,382.95	124,382.95	124,382.95
D02/02							3/1/2022	150,000.00	100.00%	150,000.00	1,562.50		125,945.45
MUNI	25930TBJ6 DOUGLAS CNTY NEB SANI & #421	2.900		NE	184003054-1	Cont	11/15/2036	50,000.00	50,000.00	50,000.00	50,009.91	50,009.91	50,009.91
D02/02							5/19/2020	50,000.00	100.00%	50,000.00	306.11		50,316.02
MUNI	25931BEG7 DOUGLAS CNTY NEB SAN & IMPT DI	2.750		NE	184010676-1	Cont	5/1/2035	175,000.00	175,000.00	175,000.00	149,103.23	149,103.23	149,103.23
D02/02							5/3/2021	175,000.00	100.00%	175,000.00	1,205.13		150,306.36
MUNI	25931LCN2 DOUGLAS CNTY NE SAN & IMPT	2.700		NE	185142862-1	Contn	11/15/2028	170,000.00	170,000.00	170,000.00	164,908.13	164,908.13	164,908.13
D02/02							11/15/2016	170,000.00	100.00%	170,000.00	969.00		165,877.13
MUNI	25931VBN1 DOUGLAS CNTY NE SAN & IMPT	3.500		NE	185142866-1	Contn	8/15/2032	50,000.00	50,000.00	50,000.00	47,949.01	47,949.01	47,949.01
D02/02							7/27/2017	50,000.00	100.00%	50,000.00	806.94		48,755.95

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

Pledged Securities Detail
January 31, 2026

H231
 Page 4 of 80

Report Sequence: sgrp, CUSIP, Ticket

SGrp	CUSIP	Description	Moody	Rate	State	Ticket-P#	Call Type	Maturity Dt	Total Face	Pledge Values			Market Value
										Next Call Dt	Issue Dt	Par Value	
STyp	S&P						Call Price	Intent	Total Par	Pledged Face % of Total	Book Value	Interest Rec	
MUNI	25931VCF7			2.350	NE	177020849-1	Cont	8/15/2035	100,000.00	100,000.00	100,000.00	89,662.95	89,662.95
GO	DOUGLAS CNTY NEB SAN #471						2/15/2026	2/19/2021	100,000.00	100.00%	100,000.00	1,083.61	90,746.56
D02/02							100.000	AFS					
MUNI	25933BEB6			3.000	NE	184003099-1	Cont	11/15/2035	150,000.00	150,000.00	150,000.00	148,064.36	148,064.36
GO	DOUGLAS CNTY NEB SAN & IMPT DI						2/1/2026	5/19/2020	150,000.00	100.00%	150,000.00	950.00	149,014.36
D02/02							100.000	AFS					
MUNI	25936RBY1			2.400	NE	177039345-1	Cont	1/15/2039	150,000.00	150,000.00	150,000.00	111,101.51	111,101.51
GO	DOUGLAS CNTY NEB S&I #537						1/15/2027	1/21/2022	150,000.00	100.00%	150,000.00	160.00	111,261.51
D02/02							100.000	AFS					
MUNI	373807CE4			1.850	NE	184010461-1	Cont	12/15/2035	100,000.00	100,000.00	100,000.00	77,513.02	77,513.02
REV	GERING NEB COMBINED UTILS REV						4/29/2026	4/29/2021	100,000.00	100.00%	100,000.00	236.39	77,749.41
D02/02							100.000	AFS					
MUNI	57973FDD8			3.150	NE	185181069-1	Contin	12/15/2030	100,000.00	100,000.00	100,000.00	95,926.82	95,926.82
REV	MCCOOK NE PUBLIC PWR DIST						2/1/2026	8/9/2017	100,000.00	100.00%	100,000.00	402.50	96,329.32
D02/02							100.000	AFS					
MUNI	80373YER3			2.800	NE	182012079-1	Cont	10/15/2035	150,000.00	150,000.00	150,000.00	134,824.50	134,824.50
GO	SARPY CNTY NEB S&I #158						4/15/2027	4/19/2022	150,000.00	100.00%	150,000.00	1,236.67	136,061.17
D02/02							100.000	AFS					
MUNI	80377BKT8			2.350	NE	184010680-1	Cont	8/15/2034	180,000.00	180,000.00	180,000.00	151,304.33	151,304.33
GO	SARPY CNTY NEB S&I DIST #264						5/3/2026	5/3/2021	180,000.00	100.00%	180,000.00	1,950.50	153,254.83
D02/02							100.000	AFS					
MUNI	80377TBE2			2.800	NE	185187220-1	Contin	11/15/2028	85,000.00	85,000.00	85,000.00	82,735.17	82,735.17
GO	SARPY CNTY NE SAN & IMPT DIST						2/1/2026	11/19/2016	85,000.00	100.00%	85,000.00	502.44	83,237.61
D02/02							100.000	AFS					
MUNI	80377TBF9			2.900	NE	185187221-1	Contin	11/15/2029	85,000.00	85,000.00	85,000.00	81,897.67	81,897.67
GO	SARPY CNTY NE SAN & IMPT DIST						2/1/2026	11/15/2016	85,000.00	100.00%	85,000.00	520.39	82,418.06
D02/02							100.000	AFS					
MUNI	80378TEW8			3.850	NE	185187230-1	Contin	10/15/2033	85,000.00	85,000.00	85,000.00	82,945.65	82,945.65
GO	SARPY CNTY NE SAN & IMPT DIST						2/1/2026	4/15/2018	85,000.00	100.00%	85,000.00	963.57	83,909.22
D02/02							100.000	AFS					
MUNI	80379KEN6			2.300	NE	177018881-1	Cont	12/15/2034	50,000.00	50,000.00	50,000.00	41,376.07	41,376.07
GO	SARPY CNTY NEB SAN & IMPT #272						2/1/2026	1/11/2021	50,000.00	100.00%	50,000.00	146.94	41,523.01
D02/02							100.000	AFS					

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

**Pledged Securities Detail
January 31, 2026**

H231
Page 5 of 80

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value	Market Value
										Par Value	Book Value		
MUNI REV D02/02	818483FG9 SEWARD NE ELEC REV	2.450		NE	185187557-1	Contln 2/1/2026 100.000	2/15/2028 6/15/2016 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	145,556.48 1,694.58	145,556.48 147,251.06	
MUNI GO D02/02	886094CD1 THURSTON CNTY NEB	2.500		NE	184003102-1	Cont 2/1/2026 100.000	12/15/2035 5/28/2020 AFS	200,000.00 200,000.00	200,000.00 100.00%	200,000.00 197,955.31	166,010.63 638.89	166,010.63 166,649.52	
TAX TAXGO D02/02	534239FX1 LINCOLN NEB AAA	3.000		NE	177045043-1		7/15/2026 8/20/2020 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 99,930.64	99,620.40 133.33	99,620.40 99,753.73	
CITY OF SEWARD									24,616,805.23	4,010,341.46 4,018,308.37	3,712,732.01 21,400.39	3,712,732.01 3,734,132.40	

CASH IN BANK \$3,826,126.70

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TREASURER'S REPORT	MONTH OF: January-26					
VARIANCE AT: 34%						
DEPARTMENT	REVENUE BUDGET	CURRENT YTD REVENUE	VARIANCE	UNRECEIPTED BALANCE	PREVIOUS YTD REVENUE	DIFFERENCE B/W BUDGET YEARS
ELECTRIC	15,942,270	5,084,846	32%	10,857,424	4,068,599	1,016,247
ELEC BOND PYMT						
WATER	7,839,800	713,597	9%	7,126,203	761,865	(48,268)
WATER BOND PYMTS						
WATER SINKING FUND	20,000	- 0 -	0%	20,000	- 0 -	- 0 -
WASTEWATER TREATMENT	25,388,514	1,008,112	4%	24,380,401	960,051	48,061
WWTW BOND PYMT						
WWTW SINKING FUND	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
TOTAL BUSINESS-TYPE FUNDS	49,190,583	6,806,555	14%	42,384,028	5,790,515	1,016,040
GENERAL REVENUES	5,509,483	1,127,508	20%	4,381,975	978,238	149,271
POLICE	6,800	1,289	19%	5,511	991	299
E911	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
POLICE EQUITABLE SHARING	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
STREET	4,967,561	492,975	10%	4,474,586	519,394	(26,420)
STREET STP FUNDS	197,407	2	0%	197,405	2	(0)
DEBT SERVICE	595,900	405,929	68%	189,971	416,508	(10,579)
RAIL CAMPUS	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
CDBG DOWNTOWN REVITAL GRANT	30,000	2,732	9%	27,268	- 0 -	2,732
BLDGS & GRDS (CITY HALL)	48,000	16,000	33%	32,000	16,000	- 0 -
LEVEE ACCREDITATION	- 0 -	146,250	#DIV/0!	(146,250)	- 0 -	146,250
CIVIC CENTER	201,880	211,045	105%	(9,165)	909,874	(698,829)
LIBRARY	42,000	10,179	24%	31,821	11,619	(1,440)
PUBLIC PROPERTIES	32,100	2,159	7%	29,941	2,985	(826)
GUTHMAN TRUST/PERPETUAL CARE	11,775	6,561	56%	5,214	5,927	633
CEMETERY	68,000	27,149	40%	40,851	26,511	638
GOLF COURSE	430,025	31,434	7%	398,591	36,126	(4,692)
BLDGS & GRDS (OTHER)	- 0 -	98,848	#DIV/0!	(98,848)	- 0 -	98,848
BLDG INSP/PLAN & ZONING	108,100	41,071	38%	67,029	33,601	7,470
FIRE/EQUIP SINKING FUND	473,000	130,217	28%	342,783	227,616	(97,398)
TREE BOARD	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
ENGINEER	131,036	- 0 -	0%	- 0 -	- 0 -	- 0 -
DOWDING POOL /SWIM LESSONS	97,000	4,279	4%	92,721	140	4,140
CONCESSION STAND	900	900	100%	- 0 -	900	- 0 -
RECREATION/COMPLEX LIGHTS	43,796	30,173	69%	13,623	15,690	14,483
SENIOR CENTER	154,000	35,960	23%	118,040	32,658	3,302
SENIOR SHUTTLE	4,600	785	17%	3,815	1,663	(878)
RECYCLING	3,500	7,462	213%	(3,962)	528	6,934
WELLNESS CENTER	908,500	235,887	26%	672,613	28,100	207,787
ECONOMIC DEVELOPMENT (LB840)	328,269	177,512	54%	150,757	99,577	77,935
CAPITAL IMPROVEMENTS FUND	761,100	233,685	31%	527,415	3,987,201	(3,753,516)
TAX INCREMENT FINANCING	739,000	116,278	16%	622,722	176,315	(60,037)
TOTAL GOVERNMENTAL FUNDS	15,893,732	3,594,268	23%	12,168,428	7,528,163	(3,933,894)
(UNAUDITED)						

TREASURER'S REPORT		MONTH OF: January-26				
VARIANCE AT: 34%						
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS
ELECTRIC	18,450,222	4,331,884	23%	14,118,338	3,482,971	848,913
ELEC BOND PYMT	489,208	- 0 -	0%	489,208	- 0 -	- 0 -
WATER	4,193,086	1,112,875	27%	3,080,211	1,413,382	(300,506)
WATER BOND PYMTS	356,793	100,823	28%	255,970	99,021	1,801
WATER SINKING FUND	20,000	- 0 -	0%	20,000	- 0 -	- 0 -
WASTEWATER TREATMENT	24,267,265	683,287	3%	23,583,978	518,587	164,700
WWTW BOND PYMT	290,405	- 0 -	0%	290,405	- 0 -	- 0 -
WWTW SINKING FUND	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
TOTAL BUSINESS-TYPE FUNDS	48,066,978	6,228,869	13%	41,838,108	5,513,961	714,908
GENERAL EXPENSES	365,397	148,373	41%	217,024	122,413	25,960
POLICE	1,963,904	763,164	39%	1,200,739	717,882	45,282
E911	285,624	95,208	33%	190,416	82,100	13,108
POLICE EQUITABLE SHARING	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
STREET	5,908,491	2,198,674	37%	3,709,817	1,392,865	805,809
STREET STP FUNDS	184,598	- 0 -	0%	184,598	- 0 -	- 0 -
DEBT SERVICE	588,400	18,950	3%	569,450	22,190	(3,240)
RAIL CAMPUS	11,000	- 0 -	0%	11,000	17,945	(17,945)
CDBG-DOWNTOWN REVITAL GRANT	30,000	2,732	9%	27,268	- 0 -	2,732
BLDGS & GRDS (CITY HALL)	20,220	4,709	23%	15,511	9,715	(5,006)
LEVEE ACCREDITATION	15,000	26,085	174%	(11,085)	58,343	(32,258)
CIVIC CENTER	201,880	113,754	56%	88,126	1,301,066	(1,187,312)
LIBRARY	692,372	209,143	30%	483,229	188,050	21,093
PUBLIC PROPERTIES	679,996	279,950	41%	400,046	215,044	64,906
GUTHMAN TRUST - REGULAR	145	4,352	3001%	(4,207)	- 0 -	4,352
CEMETERY	251,343	89,989	36%	161,354	119,627	(29,637)
GOLF COURSE	756,747	185,963	25%	570,784	175,421	10,541
BLDGS & GRDS (OTHER)	13,400	100,479	750%	(87,079)	873	99,605
BLDG INSP/PLAN & ZONING	181,409	60,540	33%	120,869	70,297	(9,758)
FIRE/EQUIP SINKING FUND	943,305	351,836	37%	591,469	355,062	(3,226)
TREE BOARD	12,500	6,855	55%	5,645	- 0 -	6,855
ENGINEER	174,714	55,977	32%	118,737	62,990	(7,013)
DOWDING POOL/SWIM LESSONS	346,156	28,809	8%	317,347	35,601	(6,792)
RECREATION/COMPLEX LIGHTS	270,839	147,259	54%	123,580	128,330	18,929
SENIOR CENTER	293,461	75,958	26%	217,503	76,684	(726)
SENIOR SHUTTLE	4,837	2,476	51%	2,361	2,500	(24)
RECYCLING	36,926	17,427	47%	19,500	10,316	7,111
WELLNESS CENTER	847,795	301,527	36%	546,268	63,642	237,885
ECONOMIC DEVELOPMENT LB840	328,269	- 0 -	0%	328,269	179,147	(179,147)
CAPITAL IMPROVEMENTS FUND	1,150,000	115,128	10%	1,034,872	3,730,018	(3,614,891)
TAX INCREMENT FINANCING	705,000	109,336	16%	595,664	107,126	2,209
TOTAL GOVERNMENTAL FUNDS	17,263,729	5,514,653	32%	11,749,075	9,245,249	(3,730,596)
(UNAUDITED)						

3. Claims & Payables Reports

CLAIMS LIST
2/17/2026
COUNCIL MEETING

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

8S Repair LLC	RE	329.54
AKRS Equipment Inc	RE	324.11
All Copy Products Inc	SE	52.41
Amazon Capital Services Inc	MAT/SU/RE/EQ	3,197.50
Amy Harms	MC	90.00
Andrew Brosius	MC	480.00
Andrew Kaiser	MC	300.00
Anthony Saltzman	MC	1,200.00
Aqua-Chem Inc	SU	674.70
Badger Meter	SE	380.73
Bizco Technologies	IT	377.00
Black Hills Energy	UT	6,150.32
Border States Industries Inc	INV/SU	8,267.99
Bound Tree Medical LLC	SU	474.33
Brad Vancura	RI	459.50
Brady Anderson	MC	210.00
Braxton Borer	MC	240.00
Brayden Boehle	MC	510.00
Brock Anderson	MC	240.00
BSN Sports LLC	EQ	435.00
Capital Business Systems Inc	SE	13.52
Carl Hamm	MC	330.00
Caselle Inc	IT	3,077.00
Central States Hydraulic Services	RE	606.60
Charter Communications	UT	438.31
Christopher L Schluter	MC	120.00
Cindy Voehl	RI	14.50
City Seward Library Petty Cash	PF/SU	232.14
City Seward Petty Cash Fund	MC	3,500.00
Cleary Building Corp	BU	3,830.00
Codr Plumbing & Excavating	BU	105.00
Craftsman Window Coverings Inc	BU	300.00

Dan Hansen	RI	31.00
Dennis Johnson	MC	120.00
Eakes Office Solutions	SU	478.44
Electronic Contracting Co	SE	81.00
Emira Ibrahimasic	MC	250.00
Farmers Coop - Seward	DF/GS	4,900.73
Fast Mart	GS	184.33
General Excavating	CI	174,614.09
GN Enterprises	MC	1,206.78
Grafix Shoppe	MC	150.00
Grainger Inc	SU	60.56
Great Plains Communications	UT	604.72
H & S Plumbing Heating & Air	BU	214.50
Husker Electric Supply Co	SU	2,754.96
Ingram Library Services	MAT	353.74
Jacob Jaeger	MC	150.00
Jacob Miller	MC	500.00
James Moore	MC	150.00
Jason Weber	MC	450.00
Jason Villalobos	MC	150.00
JEO Consulting Group	CI	14,585.00
Jonathan Puelz	MC	540.00
Joshua Puelz	MC	390.00
Judy Kraye	MC	110.00
Kaleb Engler	MC	150.00
Kelby Zimmerman	MC	450.00
Kobe Policky	MC	330.00
Landon Hinrichs	MC	240.00
Last Mile Network LLC	IT	62.00
Lee's Refrigeration	BU	1,580.98
Lonnie Piitz	MC	175.00
Matheson Tri-Gas Inc	SU	38.48
Matthew Weisman	MC	600.00
MC Retail LLC/Crouch's	SU/BU/GS/OI	2,037.19
Memorial Health-Drug	MC	36.00
Menards North	BU/SU	2,342.49
Menards South	BU	672.25
Michael R Koci	SE	400.00
Mid-American Benefits LLC	INS	763.80
Midwest Auto Parts	RE/OI/OM	715.76
Midwest CDL Training LLC	TR	1,164.37
Midwest Laboratories Inc	TE	2,364.88
Ne Dept Water/Energy/Environment	AF	140.00
Nebraska Golf & Turf	RE	43.93

Nebraska I.A.I.	TR/MS	75.00
Nebraska Pub Power-Des Moines	UT	546,334.76
Norris Public Power District	UT	1,345.95
Olivia Halquist	MC	240.00
One Call Concepts Inc	SE	80.24
One Source Background Check Co	SE	88.00
Onsolve LLC	SE	2,771.15
O'Reilly Automotive Inc	SU/RE	94.81
Orren Limbrick	MC	270.00
Pac 'N' Save Discount Foods	ML/BU/SU	4,263.20
Paper Tiger Shredding	SE	70.00
Phil Stauffer	MC	360.00
Police Chiefs Assoc Of Nebr	MS	200.00
Rachel Hefta	MC	210.00
Riverside Portables LLC	SE	112.00
Samuel W Huebner	MC	85.00
Schemmer Architects Engineers	CI	69,121.04
Seward County Clerk/Reg Deeds	SE	81.50
Seward County Independent	PU	358.12
Seward Lumber & Home Center	SU/BU	9,299.22
Seward Wind LLC	UT	44,836.10
Shawn Carr	MC	30.00
Short Elliott Hendrickson Inc	CI	47,523.38
Skarshaug Testing Laboratory	SE	1,936.38
Small Engine Specialists Inc	RE	399.90
Suhr & Lichty Insurance Agency	INS	960.00
Summit Fire Protection	SE	247.00
Sydney Winter	RI	301.23
The Charles Machine Works/Subsite	RE	3,121.11
Thomas H Bosak	MC	120.00
Tim Hobson/Hobson Automotive	RE	2,011.84
Transunion Risk & Alternative	SE	100.00
Trenton Kumm	MC	240.00
Truck Center Companies	RE	1,629.01
Twin Oaks Place NE LLC	MC	75.00
Ty's Outdoor Power & Service	RE	330.20
Uline	SU	489.36
Verizon	UT	823.50
Visa - Pinnacle Bank		1,978.37
Harlequin	MAT	-4.31
Accucut	SU	68.00
Alex Kava Books	MAT	65.45
Wall Street Journal	MAT	48.38
NextLink	UT	118.12

Collaborative Summer Library	SU	124.72	
Temu	SU	168.22	
Broadcast Music Inc	AF	459.00	
Zoom	MC	15.99	
ACSAP	AF	458.00	
Heartsmart	BU	127.00	
Lincoln Journal Star	MAT	88.00	
Walmart	BU/SU	80.61	
Clic	TR	25.00	
Sam's Club	BU	136.19	
Wesco Distribution Inc	INV/SU		87,360.95
Windstream Nebraska Inc	UT		746.61
Woods & Aitken LLP	SE		1,369.10
		TOTAL	\$1,086,386.21

4. Police Department Report



City of Seward Police Department

Monthly Statistics January 2026

Service Calls	505
Accidents	5
Arrests	9
Citations	23
Warnings	132
Parking Tickets	5

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

5. Draft Minutes of February 3, 2026, City Council Meeting

February 3, 2026

The Seward City Council met at 7:00 p.m. on Tuesday, February 3, 2026, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Zane Francescato, Megan Kahler, Jessica Kolterman, 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, and Police Sergeant Russ Frazey.

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

CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Report (totaling \$734,231.57)
2. Draft Minutes of January 20, 2026, City Council Meetings

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

ADMINISTRATIVE ITEMS

1. CONSIDERATION OF A CLAIM FROM PRISTINE RENTALS, LLC, 535 CHESTNUT CIRCLE, FOR PROPERTY DAMAGE IN THE AMOUNT OF \$3,116.43

Councilmember Singleton moved, seconded by Councilmember Kolterman, to forward the claim to City's insurance carrier for determination and disposition.

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

2. CONSIDERATION OF A REQUEST FROM SEWARD POST-PROM COMMITTEE TO ALLOW FOR A CHICK-FIL-A FUNDRAISER ON CITY PROPERTY (WELLNESS CENTER) DURING SEWARD SHOWCASE BASKETBALL EVENT ON FEBRUARY 7 & 8

City Administrator Butcher informed the Seward High School Post-Prom Committee proposed a fundraiser to be held on City property during the Seward Showcase tournament. Items from Chick-Fil-A will be available for purchase if the request is approved. Typically the City Council approves or denies similar requests.

Councilmember Kolterman moved, seconded by Councilmember Singleton, to allow for a Seward Post-Prom Committee fundraiser to be held on City property during the Seward Showcase event as requested.

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

3. CONSIDERATION TO APPROVE A CONSTRUCTION CONTRACT WITH VAN KIRK BROS. CONTRACTING IN THE AMOUNT OF \$396,160.28 FOR THE WORTHMAN BOULEVARD WATERMAIN PHASE III PROJECT

City Engineer Oneby noted that as per Council direction at the January 20th meeting, the City had negotiated a construction contract for consideration. The project is expected to be completed by April 2026.

Councilmember Stryson moved, seconded by Councilmember Wergin, to approve a construction contract with Van Kirk Bros, Contracting for the Worthman Blvd Watermain Phase III Project as proposed.

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

4. ITEMS RELATED TO THE INDUSTRIAL SUBSTATION EXPANSION PROJECT AT 2845 WALKER ROAD

Mr. Butcher indicated that as of the January 8th bid open date for the project there had been one bidder—Jolma Utilities from Ashland, WI. In review by the project engineer (Olsson), it substantially exceeded the project's estimated costs. As such, the recommendation is to decline the received bid per the bid documents and advertise for rebid. The project engineer has been in contact with planholders and firms to encourage them to bid if re-advertised.

A. RECOMMENDATION REGARDING THE AWARD OF THE PROJECT

Councilmember Stryson moved, seconded by Councilmember Kahler, to deny the bid of Jolma Utilities which was the lowest bidder at the January 8th open date.

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

February 3, 2026

B. AUTHORIZATION TO RE-ADVERTISE FOR BIDS

Councilmember Wergin moved, seconded by Councilmember Francescato, to authorize the City of Seward to re-advertise for public bids for the Industrial Substation Project at 2845 Walker Road.

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

5. CONSIDERATION OF A LEASE AGREEMENT WITH NEBRASKA GOLF AND TURF FOR A 56 MONTH LEASE ON GOLF CARS

Mr. Butcher informed the existing lease for golf cars at the Community Golf Course had ended and prior fleet was returned; therefore, the request was to enter into a new lease for a 56-month term. The new fleet was delivered in December.

Councilmember Francescato moved, seconded by Councilmember Kolterman, to approve a lease agreement with Nebraska Golf and Turf as requested.

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

6. CONSIDERATION OF A RESOLUTION TO INSTALL A STOP SIGN FOR EASTBOUND AND WESTBOUND TRAFFIC AT THE INTERSECTION OF 4TH STREET AND SOUTH STREET

Mr. Butcher indicated the following three items had been considered by the informal Traffic Committee, comprised of City Administrator Butcher, Street Maint. Director Miers, City Engineer Oneby, Building/Zoning & Code Enf. Director Dworak, and Chief of Police Peters. These intersections were considered due to citizen requests, traffic, and accident data. It was the opinion of the Committee that the proposed signage would allow for clearer directions to commuters and less risk of accident.

Councilmember Stryson introduced **Resolution No. 2026-2**, to establish stop signs at the intersection of 4th Street and South Street as proposed. 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.

7. CONSIDERATION OF A RESOLUTION TO INSTALL A YIELD SIGN FOR NORTHBOUND AND SOUTHBOUND TRAFFIC AT THE INTERSECTION OF 1ST STREET AND BEK AVENUE

Councilmember Stryson introduced **Resolution No. 2026-3**, to establish yield signs at the intersection of 1st Street and Bek Avenue as proposed. Councilmember Tonniges moved, seconded by Councilmember Singleton to approve the resolution as presented.

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

8. CONSIDERATION OF A RESOLUTION TO INSTALL A YIELD SIGN FOR EASTBOUND AND WESTBOUND TRAFFIC AT THE INTERSECTION OF 1ST STREET AND BRADFORD STREET

Councilmember Singleton introduced **Resolution No. 2026-4**, to establish yield signs at the intersection of 1st Street and Bradford Street as proposed. Councilmember Kahler moved, seconded by Councilmember Francescato 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 Kahler, that the City Administrator's report of February 3, 2026, 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

Councilmember Kolterman moved, seconded by Councilmember Singleton, that the Council enter a closed session with the Mayor, City Administrator, City Attorney, Jonathan Jank, and City Clerk for the protection of the public interest and to discuss real estate interests for a period not to exceed 60 mins.

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

February 3, 2026

Mayor Eickmeier stated the Council has voted to go into closed session at 7:28 p.m. for the protection of public interest and to discuss real estate interests.

At 8:28 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 February 3, 2026, City Council Meeting be adjourned.

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

Nay: None. Absent: Miller. Motion carried.

Adjourned approximately 8:29 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

6. Mayor Appointments to Boards and Commissions:
 - A. Appoint Jackson Jenkins and Preston Kuskie to the Seward Volunteer Fire Department Roster

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Consideration of an Update to a Special Use Permit for Kill Devil Aviation, 1253 280th Rd, to Allow for Aviation Maintenance and Repair in the C-2 District - Building/Zoning & Code Enf. Director Dworak



Application for Special Use Permit

Applications shall be submitted a minimum of 30 days prior to the City Planning Commission Meeting. City Planning Commission meets the 2nd Monday of each month.

Instructions:

1. Fill out the application form completely. Use additional sheets if needed.
2. Filing Fee is \$200. Notification Fee is \$100. Amount Due is \$300 payable to the City of Seward.
3. Contact the City of Seward Building & Zoning Director for questions.
4. Submit a list of property owners within 300 feet, prepared by a certified abstractor.

Permit No. SP26-01

Date : 1/20/26

Applicants Name : Steven Helmandollar

Applicants Address: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

Present use of Property: Ag Storage

Requested use of Property : Aviation Maintenance Repair

Present Zoning: C2 Highway Commercial

Legal Description: Lot 2, Benson Industrial Addition, Seward County NE

Provisions of the Zoning Regulations you are seeking for this permit:

Remove the following requirements: 1. aircraft must be tugged or trailered from the airport to the maintenance facility 5. Access agreement with the Seward Airport Authority +

Number of Years for Permit (5 yrs, 10 yrs, etc): perpetuity

Explain in detail what you propose to do: aircraft maintenance

Adjoining Property Use: North: C2 South: C2

West: Ag East: Ag

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

Applicant Signature: [Handwritten Signature]

00003284

5-10-3E

800233375

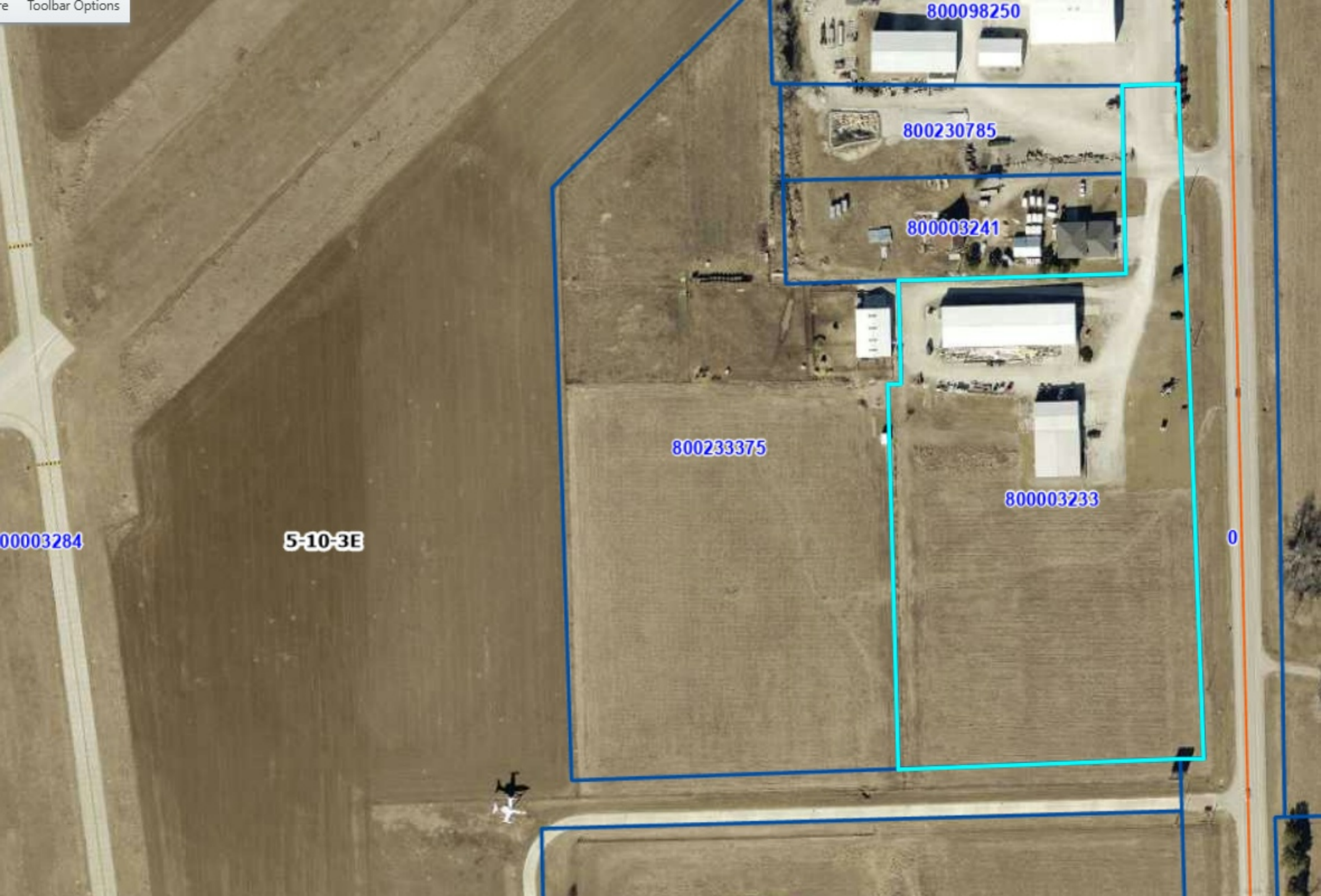
800230785

800003241

800098250

800003233

0



Return To:
City of Seward
PO Box 38
Seward, NE 68434

Notice of Special Use Permit

This Notice shall hereby certify that City of Seward approved Conditional Use Permit CU26-01 on February 17th, granting Steve Helmandollar with Kill Devil Aviation a Special Use Permit for an aviation maintenance facility in C2 – Highway Commercial District at the property legally described as:

Lot 2, Benson Industrial Addition, located in a part of the Northeast Quarter of Section 5, Township 10 North, Range 3 East of the 6th P.M., Seward County, Nebraska.

(Commonly known as 1253 280th Rd.)

with the following conditions:

1. The aircraft must be tugged or trailered from the airport to the maintenance facility.
2. The aircraft must enter the maintenance facility from the airport side.
3. No aircraft will remain outdoors outside of hours of operation.
4. Aircraft maintenance facility must be located within 1000 feet of the Seward Airport Authority property.
5. Allow the landing of helicopters at the facility site.

Said special use permit shall run with Steve Helmandollar and is void once they are no longer the owner.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this _____ day of _____, 2026.

Joshua Eickmeier, Mayor City of Seward

STATE OF NEBRASKA

SS

COUNTY OF SEWARD

The foregoing instrument was acknowledged before me on the _____ day of _____, 2026, by Joshua Eickmeier, Mayor of the City of Seward.

Notary Seal:

Notary Public

City of Seward Planning Commission

142 N 7th St. Seward, NE 68434

Staff Report

Tim Dworak, Building/Zoning &
Code Enforcement Director
402-643-4000

APPLICATION TYPE

Special Use permit

FINAL ACTION?

DEVELOPER/OWNER

Kill Devil Aviation/Steve Helmandollar

PC HEARING DATE

February 9, 2026

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT/USE

1253 280th Rd, C-2, Aviation Maintenance

ADJACENT ZONING DISTRICTS/USE:

North, C-2, Commercial – Arrowhead Construction

East, RR, Agriculture – Vernon Curtis

South, C-2, Commercial – Seward Airpark

West, AV, Aviation – Seward Airport Authority

BRIEF SUMMARY OF REQUEST

A Special Use Permit application for an Aviation maintenance and repair business located in C-2 Highway Commercial zoning district.



APPLICATION CONTACT

Steve Helmandollar, [REDACTED]

1600 N 212th St, Elkhorn, NE 68022

ANALYSIS

Kill Devil Aviation is seeking to update their Special Use Permit to allow for an Aviation maintenance and repair business in a C-2 Highway Commercial zoning district. A through the fence agreement was not feasible. Upon research, you can land aircraft on private property with permission of the landowner. The Supplemental use

conditions for the Special Use Permit are listed below. The permit would be issued to the owner and expire should the owner no longer own the business or continue the Aviation repair use.

The notice of this Public Hearing was published in the Seward County Independent, 300 ft. letters mailed.

APPROXIMATE LAND AREA:

8.47 acres or 368,953.2 square feet +/-

LEGAL DESCRIPTION:

Lot 2, Benson Industrial Addition, located in a part of the Northeast Quarter of Section 5, Township 10 North, Range 3 East of the 6th P.M., Seward County, Nebraska.

Prepared by

Tim Dworak

City of Seward Building – Zoning – Code Enforcement Director

CONDITIONS OF APPROVAL – SPECIAL USE PERMIT # CU26-01.

As provided by the City of Seward Unified Land Development Ordinance, Article 44 Administrative Procedures and Penalties, section 410-44.3 Conditional Use Permits, this approval permits an Aviation Maintenance and Repair business in C-2 zoning.

STANDARD CONDITIONS:

1. The aircraft must be tugged or trailered from the airport to the maintenance facility.
2. The aircraft must enter the maintenance facility from the airport side.
3. No aircraft will remain outdoors outside of hours of operation.
4. Aircraft maintenance facility must be located within 1000 feet of the Seward Airport Authority property.

SITE SPECIFIC CONDITIONS:

ADMINISTRATIVE ITEMS

1. Consideration of a Claim from St. Andrew's Episcopal Church, 1014 N 6th Street, for Property Damage in the Amount of \$3,270.63 - City Administrator Butcher



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

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

CLAIM FORM

CONTACT INFORMATION

Name: Becky Vahle Home Phone: 402-643-5199
 Address: 700 E Pinewood Ave Business Phone: 402-643-3636
 Date & Time of Incident: Jan. 15, 2026 Cell Phone: _____
 Location of Incident: St Andrew's 104 N 6 Email: Becky@Cattlebank.com
 Type of Incident: Injured Person Property Damage Automobile Accident (Check all that apply)

INJURED PERSON

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

 Any Witnesses? _____

PROPERTY DAMAGE

List Property Damaged: Basement of Church
 Age of damaged property: _____ Estimated cost of repair: \$3,270.02
 How was the property damaged? Sewer back up

AUTOMOBILE ACCIDENT

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

INSURANCE INFORMATION

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

ADDITIONAL INFORMATION

Any other pertinent information: (write on back if more space needed) _____

 Explain why you feel the City of Seward is responsible: _____

SIGNATURE OF CLAIMANT: Becky Vahle J. Warden DATE: 2-2-26

2. Presentation and Acceptance of the Annual Library Report - Library Director Baker

2024-
2025

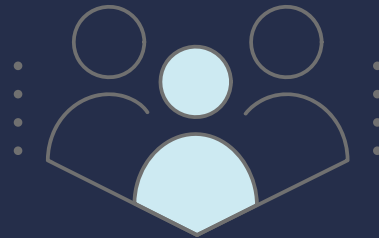
SEWARD
MEMORIAL LIBRARY

Annual Report

Attendance

57,533 TOTAL

170 DAY AVERAGE



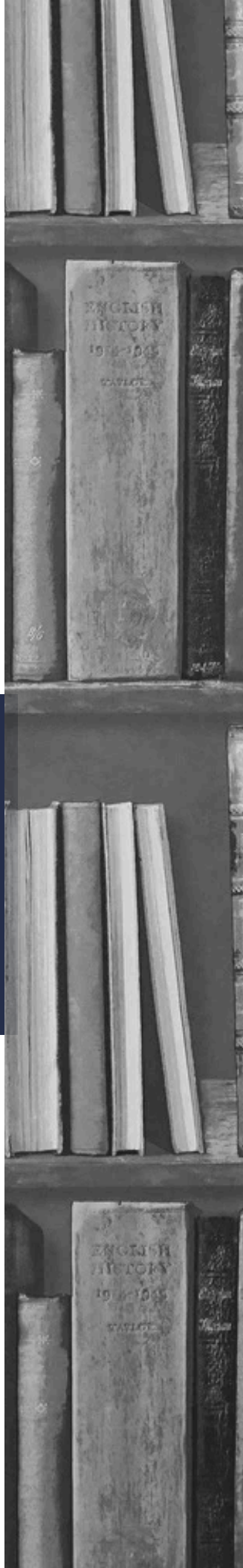
MEETING ROOM USE

1603

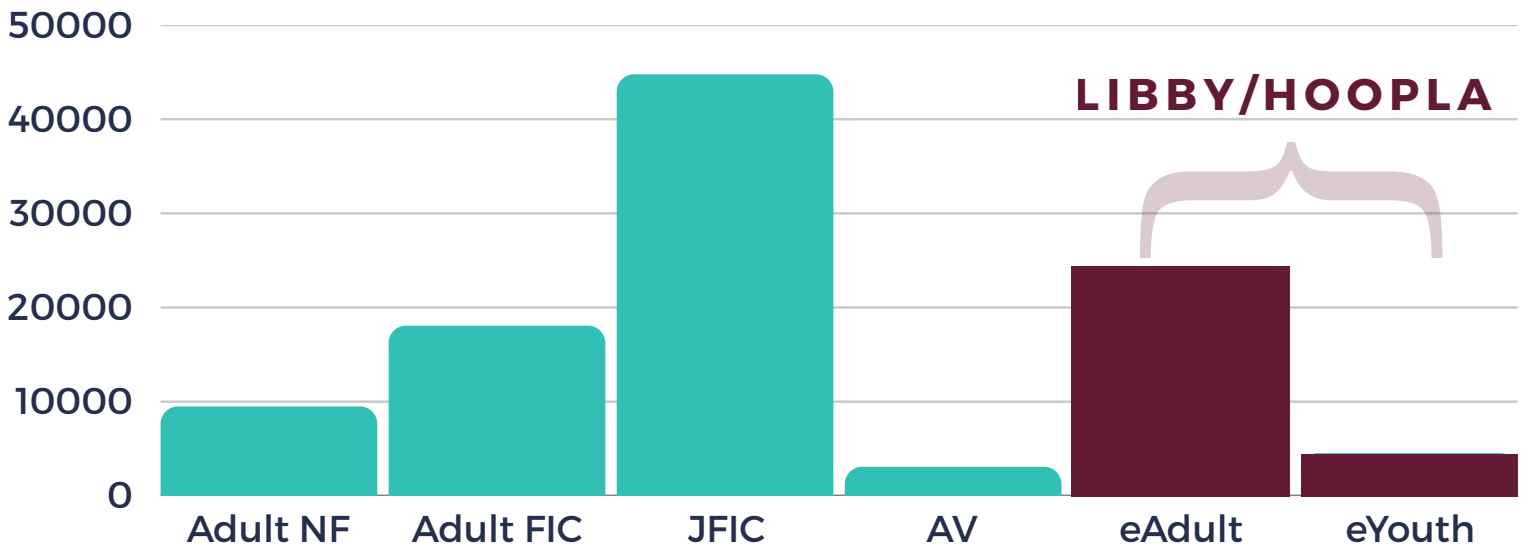
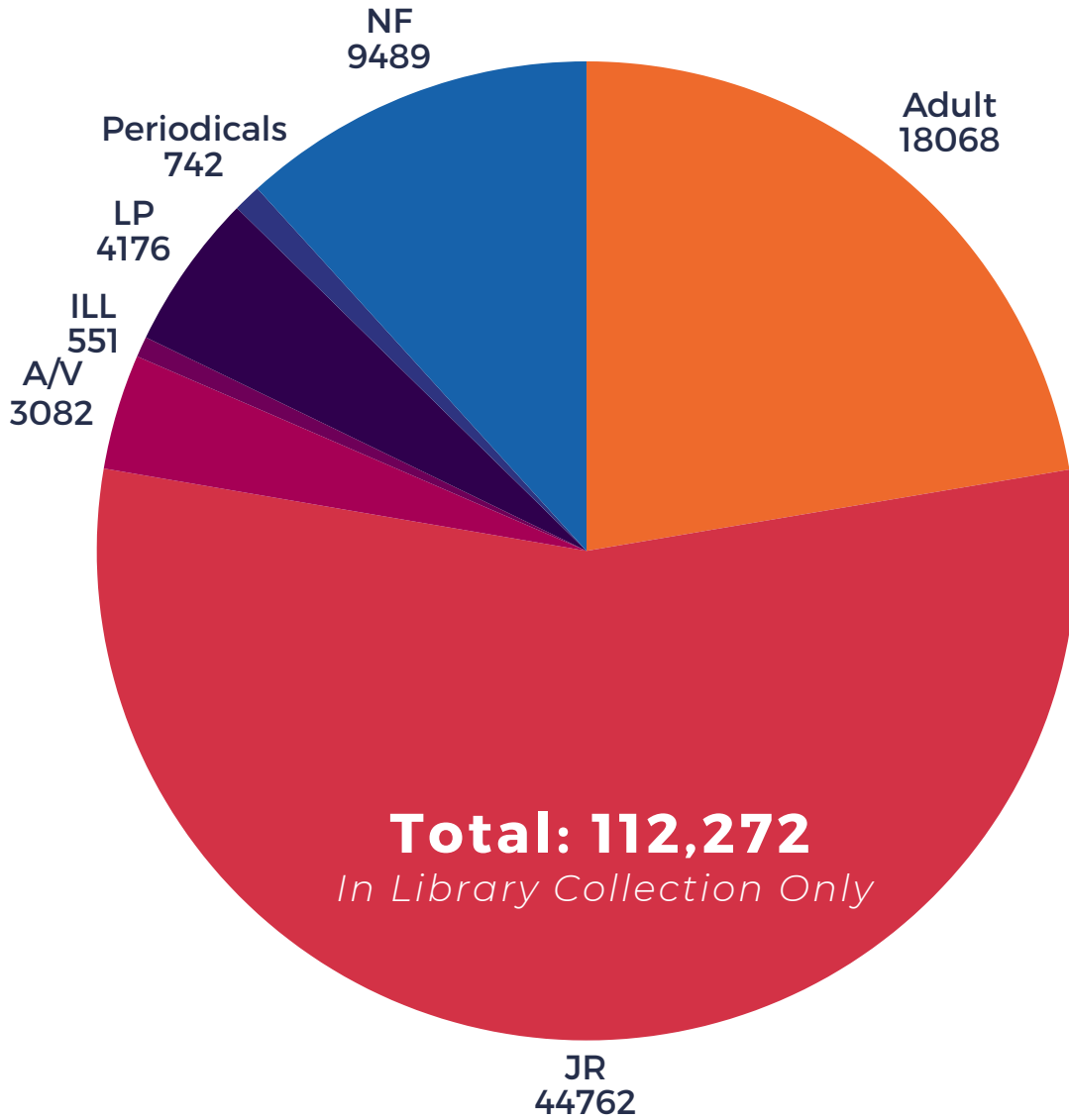
*CIVIC CENTER CLOSED

1702

RAH Deliveries



Circulation



2025 Library Summer



Top Left: Crane River Theater workshop. Top Right: Kickoff Party Face Painting.
Middle Left: Librarian Sherri helps attendees make Wooden Robots.



Middle Right: The String Beans performing at the Bandshell.
Bottom: Magician Bruce Jacoby having help from the audience.

2025 Library Programs



Top: Puzzle Tournament teams competing and author Tosca Lee presenting.
Below: National Library Week Bedtime Story Time and Bookmark Contest Winners.

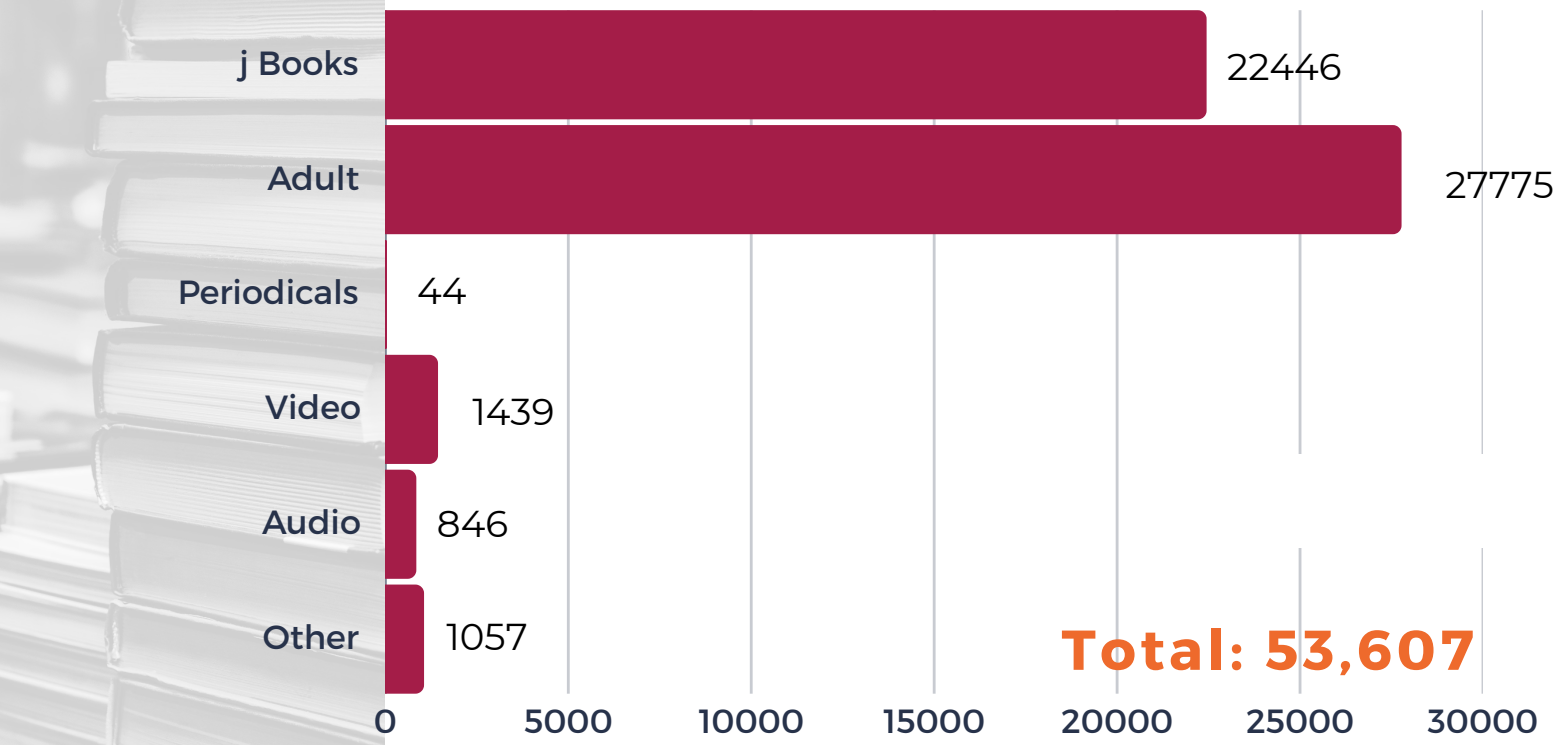


Above: Annual Christmas Festival attendees making Holiday Crafts.



Bottom Left: Friends of Seward Library Brush Hour attendees painting.
Bottom Right: Painting of a "Brick Book" by an Adult Craft Night participant.

SML COLLECTION



TOTAL **ADDITIONS** **+2875** **WEEDED** **-3919**

Budget

APPROPRIATED

\$ 596,015

EXPENDED

\$ 543,598

91%

1909

Tech Users

62K+

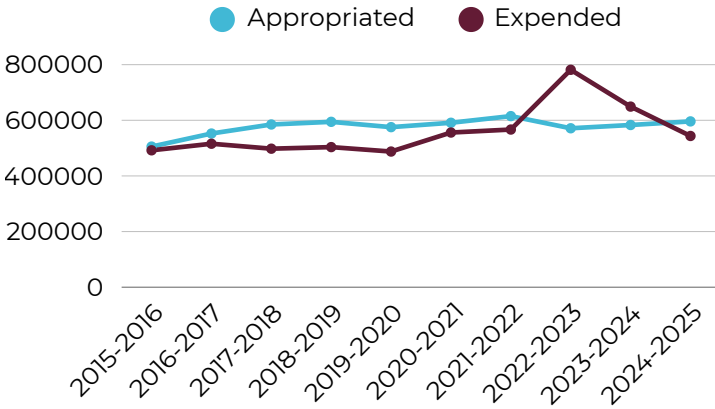
Wireless Users

2716

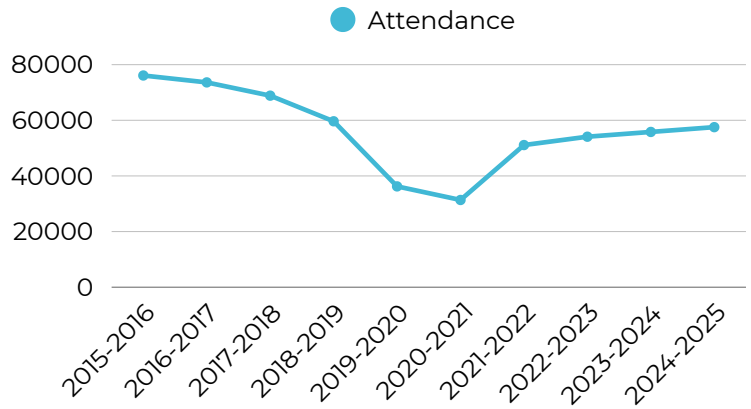
Drive-up Window Users

10 Year Stats

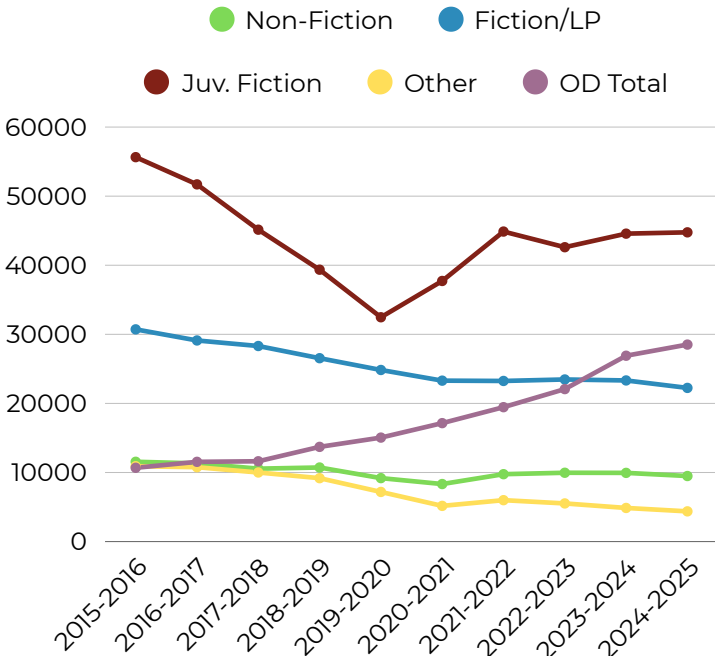
Budget



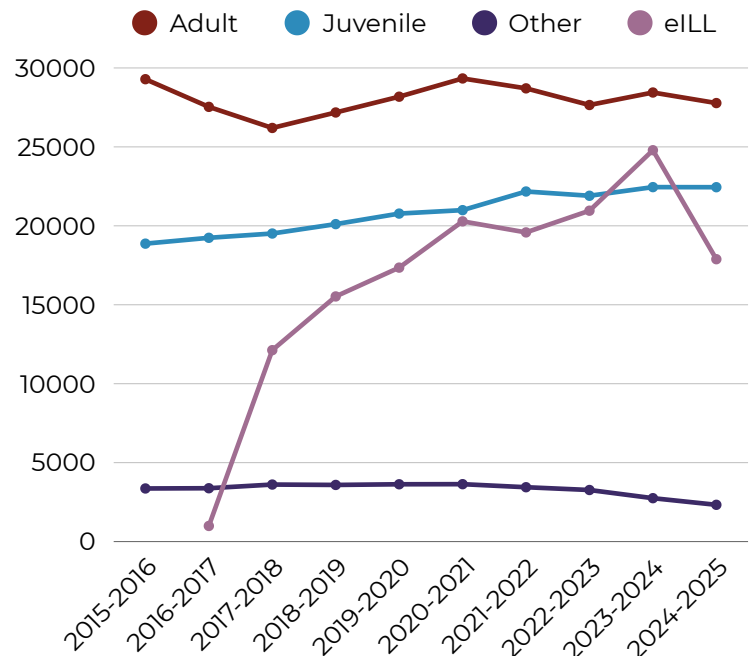
Attendance



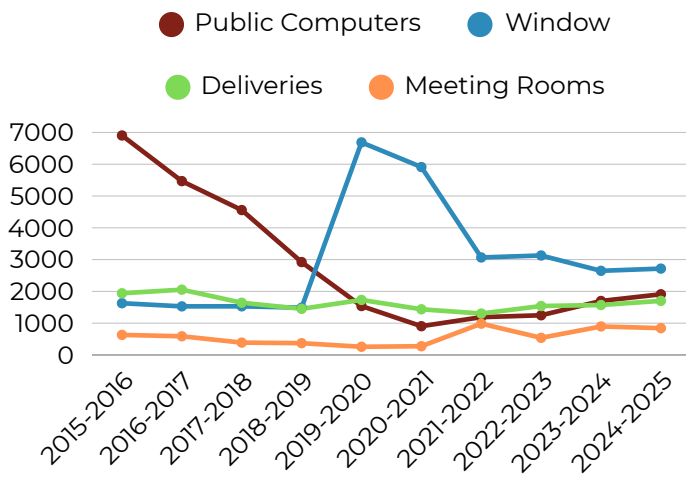
Circulation



Collection



of Users



2024-2025

SEWARD
MEMORIAL LIBRARY
Annual Report

3. Presentation and Acceptance of Seward Volunteer Fire Department Annual Report - Fire Chief Mifflin



Seward Fire Department 2025 Annual Report



MESSAGE FROM THE FIRE CHIEF

ELECTED OFFICIALS

PURPOSE, MISSION, VISION, VALUES

PURPOSE

MISSION

VISION STATEMENT

CORE VALUES

DEPARTMENT MEMBERSHIP

NEW MEMBERS

MEMBERS LEAVING

ACTIVE RESERVE

DEPARTMENT OFFICERS

SEWARD FIRE DEPARTMENT TRAINING DIVISION

TRAINING NUMBERS

DEPARTMENT CERTIFICATIONS

SEWARD FIRE DEPARTMENT APPARATUS

EMERGENCY RESPONSE

RESPONSE TIMES

PROPERTY CONSERVATION

COMMUNITY OUTREACH

Message From the Fire Chief

First and foremost, I want to take a moment to express my gratitude to the entire membership of the Seward Fire Department. It is an honor to lead such a dedicated group of individuals and our successes in the past year would have been unachievable without them. They gave countless hours to achieve our mission to the best of our abilities.

On behalf of the members of the Seward Fire Department, I am proud to present the 2025 Annual Report reflecting on our accomplishments, challenges, and progress made over the past year. The last year much like previous years has been remarkably busy for our department between responding to emergencies, meetings, trainings, and fire prevention activities. Our membership has spent countless hours putting our community first and navigating countless challenges that were thrown our direction in 2025. Seward Fire responded to 694 calls in 2025, and calls varied in nature and severity.

This year demanded professionalism, resilience, and adaptability from our organization. Our firefighters, EMT's and officers responded to a wide range of emergencies, protected lives, property, and upheld the trust placed in us by the community we serve.

The department continued to put an emphasis on training, safety, and operational readiness. These efforts ensure that our department remains prepared to meet both current and future challenges. The department continues to honor our past and plan for the future.

This year also marked meaningful progress in organizational improvement. We worked collaboratively with city leadership to responsibly manage resources during day-to-day operations as well as times of emergency. These collaborations are essential to sustaining high-quality emergency services and protecting the long-term interests of our community.

I am deeply grateful for the unwavering support of our elected officials, city administration, and community partners. Most importantly, I want to recognize the dedication of our firefighters, officers, and support staff. Their professionalism, teamwork, and sacrifice are the foundation of this department's success.

As we look ahead, we remain focused on continuous improvement, risk reduction, and service excellence. The Fire Department stands ready to meet the future with integrity, preparedness, and pride.

Respectfully,



Fire Chief
Seward Fire Department

Elected Officials



Joshua Eickmeier
Mayor



Megan Kahler
WARD 1



Matt Stryson
WARD 2



John Singleton
WARD 3



Zane Francescato
WARD 4



Jessica Kolterman
WARD 1



Tatum Tonniges
WARD 2



Rich Wergin
WARD 3



Karl Miller
WARD 4

Purpose, Mission, Vision, Values

Purpose

To provide Fire Protection, Suppression, Rescue and Emergency Medical care and transportation for the City of Seward, Nebraska, and the Seward Rural Fire District. Promote Fire Prevention through education and training of the public. Provide aid to Civil Authorities in the case of a Natural or National Disaster or Emergency of any type. Promote safety through education to the public. Provide training and equipment necessary for the above tasks to be accomplished as well as aid Seward County departments.

Mission

With the desire to serve and courage to act we preserve property, save lives, and build a safer community for the citizens we serve.

Vision Statement

As an organization committed to our mission, we strive to make every citizen feel protected by a dedicated team of selfless volunteers. Each member strives to work together and be accountable to each other and the community in providing quality fire and rescue services to the community through innovative training and welcoming new technologies and techniques. We strive to be prepared to respond to any type of emergency and to be trusted leaders and role models within the community we serve.

Core Values

Department Mission

Selfless

Dedication

Trust

Innovation

Integrity

Community

Professionalism

Department Membership

The Seward Fire Department currently has 35 members. The department remains committed to the community we serve through an emphasis on training, personal development, and strategies to decrease response times. The department membership meets for 12 monthly business meetings, and 12 trainings (11 required), and various other community and fire prevention events. The department membership is broken into three companies for our members.

Company 1, Company 2, and Hook and Ladder Co.

All three of these companies hold a rich history within the Seward Fire Department, dating back to our established date of 1879.



New Members

In 2025, we much like other departments faced the nationwide shortage of volunteers. The membership faced this challenges head on and welcomed 7 new members. Members that joined the department in 2025 were:

Amber Mayo, Brock Maloy, Dakota Fernau, Ivan Krenke, Micheal Denniston,
Sterling Millard, Tyler Pulec

When these members joined the department, they are put through an in-house new member training provided by the training officers to prepare them for challenges they will face with the department. They are also placed in a 12-month probationary period to ensure they understand their role and operations of the department. These members are placed into a department company upon election to the department.

Members Leaving

Throughout the year the department lost members due to various reasons. 2025 like many years before shows a percentage of members leaving the department but maintained the average of previous years. Many members left due to factors outside of the departments control. The department lost 5 members in 2025; those resigned from active status due to (4) Time commitments (1) Moved.

Active Reserve

Active Reserve status is a special status within our department. Members with 10 years of service to our organization can move to Active Reserve status. This locks in a lifetime membership to the organization. We were honored to have 1 member of the active roster to move to Active Reserve Status.



Department Officers

2025 Elected Officers

Chief – Tayler Mifflin
Assistant Chief – Dan Brumm
Training Officer – Landon Dirks
Assistant Training Officer – Tyler Dickinson
Rescue Captain – Thomas Suhr
Assistant Rescue Captain – Emily Estes
Company 1 Captain – Bryan Niebrugge
Company 2 Captain Lisa Kimsey
Hook and Ladder Captain – Tyler Dickinson
Safety Officer – James Kimsey
President – Mark Suhr
Secretary – Travis Pollak

2026 Elected Officers

Chief – Tayler Mifflin
Assistant Chief – Dan Brumm
Training Officer – Landon Dirks
Assistant Training Officer – Tyler Dickinson
Rescue Captain – Thomas Suhr
Assistant Rescue Captain – Emily Estes
Company 1 Captain – Bryan Niebrugge
Company 2 Captain – Colby VanDerslice
Hook and Ladder Captain – Bradley Park
Safety Officer – James Kimsey
President – Lisa Kimsey
Secretary – Travis Pollak



Not pictured: Tyler Dickinson, Bryan Niebrugge, Colby VanDerslice, James Kimsey

Seward Fire Department Training Division

Year after year we continue to put an emphasis on training. The department utilizes two officer positions to lead the training division. The Training Officer and Assistant Training officer oversee all training activities of Seward Fire Department.

We utilize high level scenario-based training, this keeps our members prepared and allows them to make critical decision making to protect the citizens and property of Seward County.

Members are encouraged to attend and train on a variety of classes and leadership courses by attending monthly training sessions, mutual aid trainings, Storm Spotting Classes, various trainings outside of the department, EMS Conference, Les Lukert Leadership conference and Fire School as well as many others. The department also utilizes Fire Engineering Training as an extensive training catalog that members can access and train online at any time.

The department recently purchased a 20' Conex box for live fire training of the department. Live Fire Training critical in preparing our members to respond to a working fire. This Conex box lets us train the members for the heat and fire dynamics they may encounter. The department made this purchase due to the difficulty of acquiring structures that are safe to train in.



Training Numbers

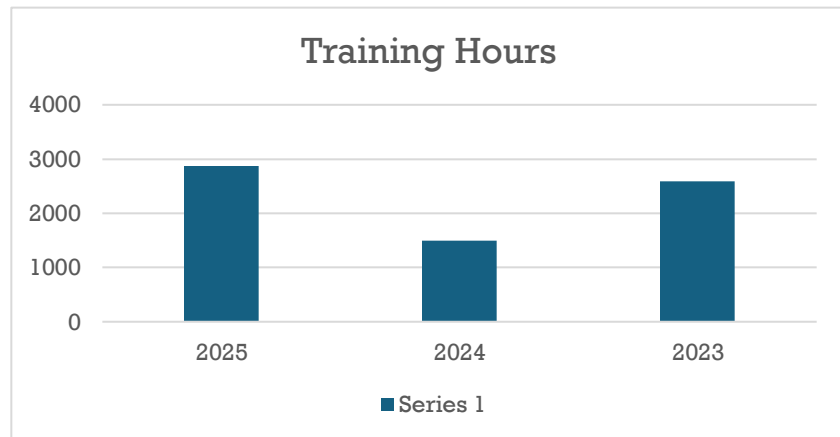
The department had another busy year of training. Training hours for 2025 are 2876 Hours

Historical

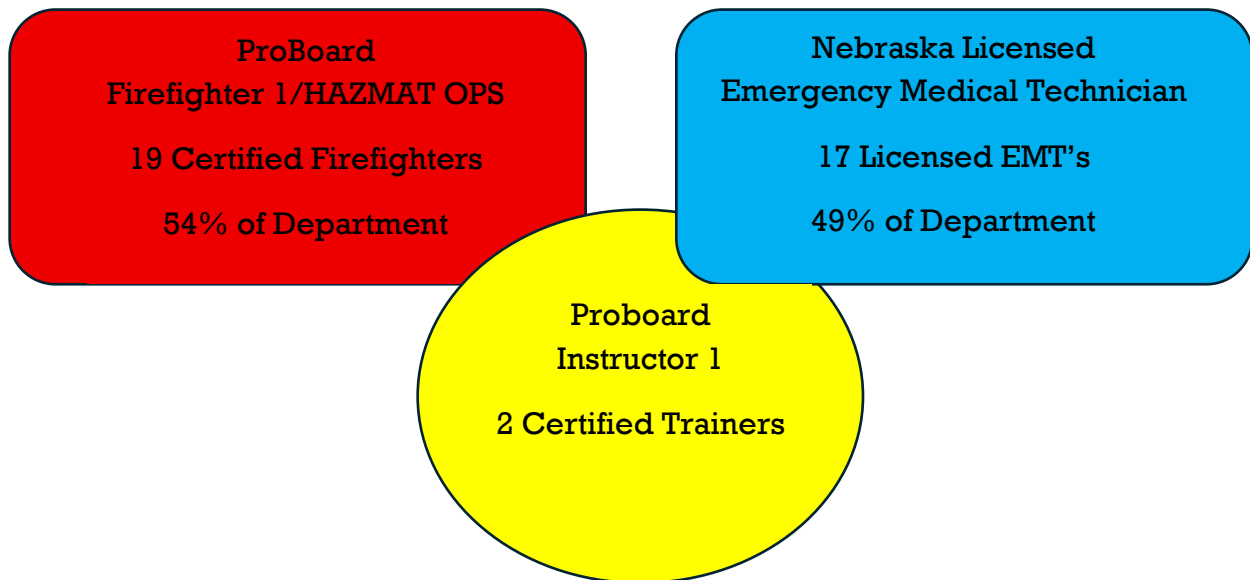
2025 - 2876

2024 - 1500

2023 - 2584



Department Certifications



The members of the department are encouraged to continue both personal and professional growth throughout their membership. Through that encouragement the department funds members to become certified in Firefighter 1 or a licensed EMT or both. Advanced training such as instructor 1 and many others are available at request of the member.

Seward Fire Department Apparatus

The department takes great pride in the equipment that we have. The department houses 10 total apparatus, to cover all emergency situations. The department currently has 10 apparatus utilized for emergency response. We utilize (2) Ambulances, (2) Pumpers, (1) 75' Ladder, (2) Tankers, (2) Brush Trucks, (1) UTV, and (1) station generator.



To keep up with the everchanging type of emergencies and challenges the department continues to face, the department has ordered a new Polaris UTV and sent one of our Braun Ambulances to be remounted. The department continues to look for advancements in equipment and apparatus to better protect the citizens and community of Seward while staying ahead of the curve with ageing apparatus. This is completed through the departments Strategic Plan and Goals

Emergency Response

2025 Call Responses

Total Calls: 694

Fire: 95

Rescue: 552

MVA: 33

Hazmat: 13

Weather: 1

2024 Call Responses

Total Calls: 724

Fire: 81

Rescue: 583

MVA: 36

Hazmat: 21

Weather: 3

2023 Call Responses

Total Calls: 726

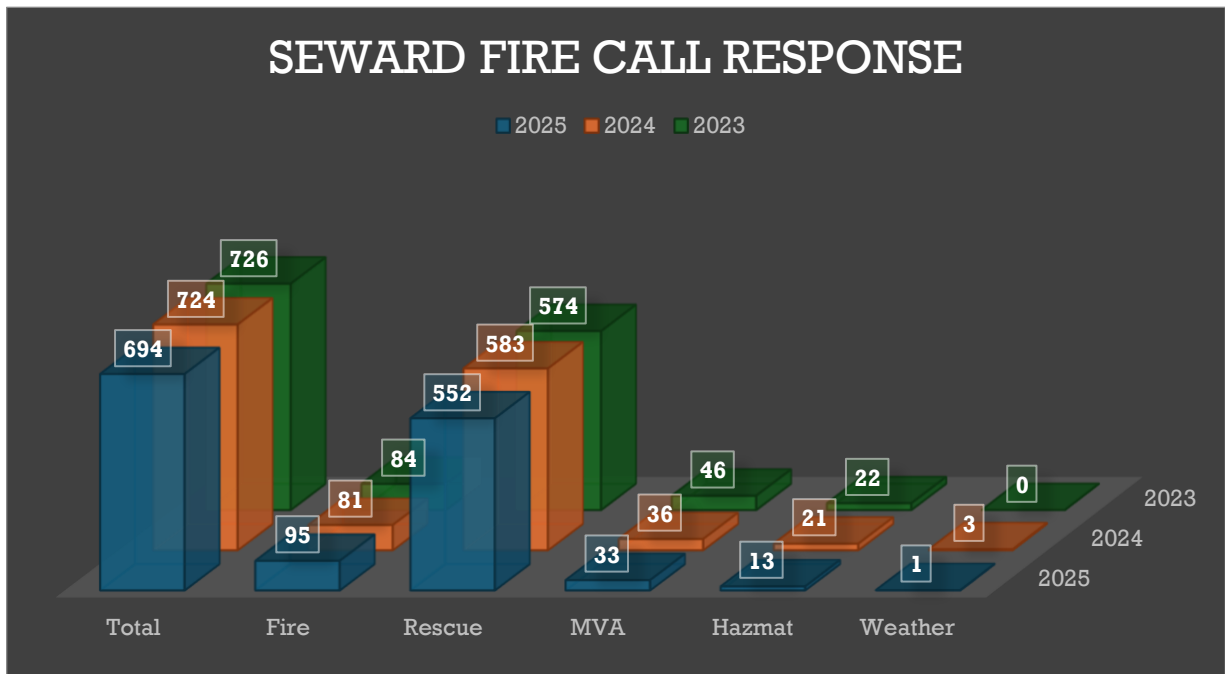
Fire: 84

Rescue: 574

MVA: 46

Hazmat: 22

Weather: 0

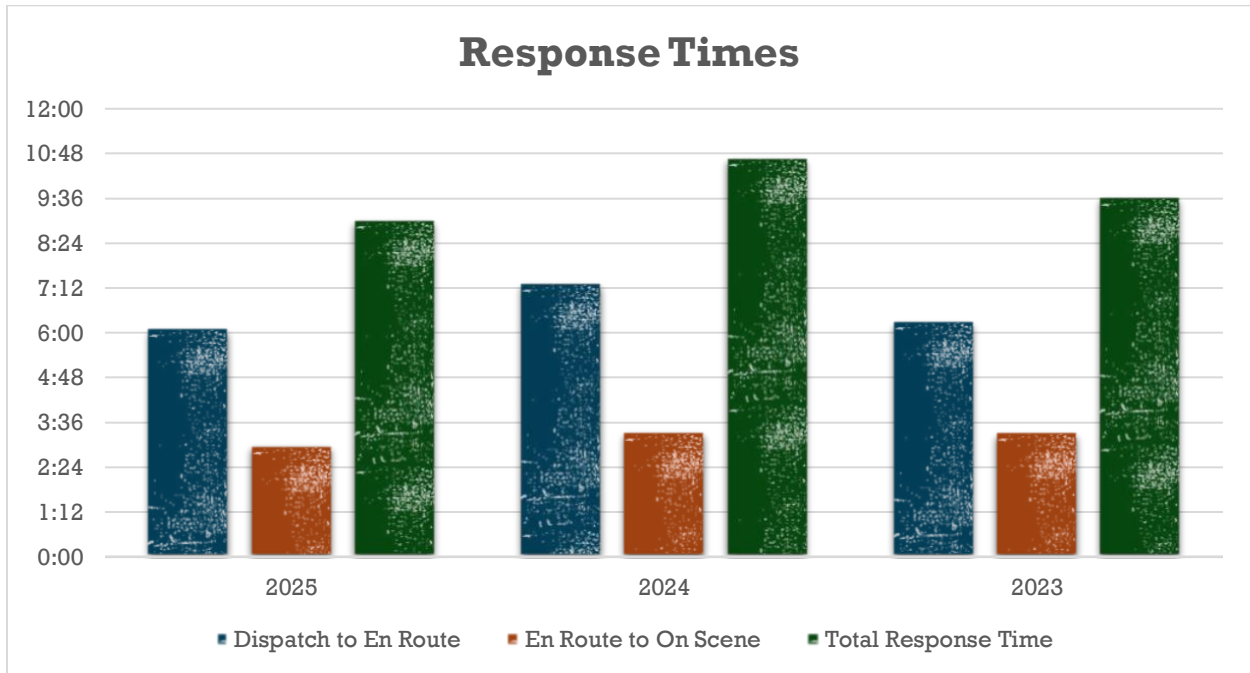


All call responses are tracked in our Response Master System; members individual The department saw a small decrease in total calls for the year but still remains the busiest department in the county. Our members also responded to multiple calls in 2025 that were larger scale events, with more people involved.

Every incident we responded to required rapid response, coordinated operations, and adherence to operational standards. These responses represent thousands of hours of personnel time dedicated to emergency operations, training reinforcement, and post-incident reporting. The department’s ability to meet this call volume would not be possible without the dedication of its members and the continued support of city leadership.

Response Times

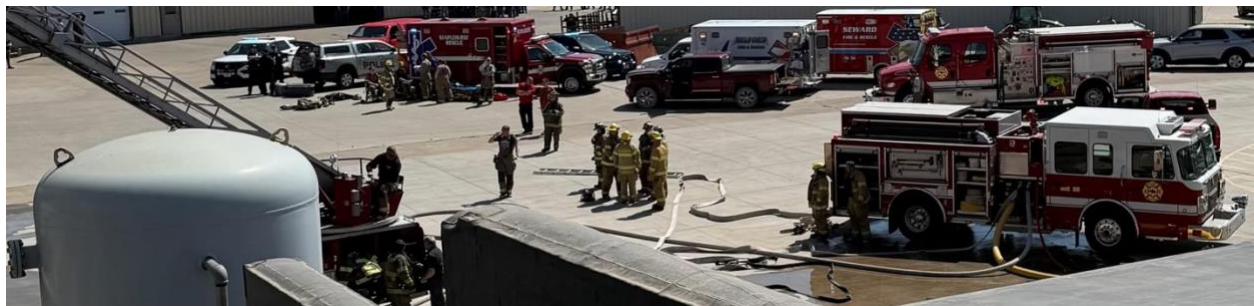
Year	Dispatch to En Route	En Route to On Scene	Total Response Time
2025	6:07	2:59	9:03
2024	7:21	3:21	10:42
2023	06:19	3:20	9:39



The response times for 2025 was based on information documented in Response Master. Please note, the times listed above are only figured using the first arriving unit.

Property Conservation

- Hughes Brothers – Fire in Sawdust Bin
 - Property Value: \$5,000,000 - \$10,000,000
 - Risk: Production and Employment pause
- 739 N 6th St. – Structure Fire
 - Property Value: \$160,000 - \$200,000



Community Outreach

Seward Volunteer Fire gives back every year to the community through public interactions. Community Service events, Sporting Events and Escorts, Fire Prevention, Fourth of July, Education to schools, and collaborations with the local hospital.





4. Consideration of a Request from Kevin Soflin Regarding Off-Street Parking Stalls to be Established on the East Side of 3rd Street, Between Moffitt and Roberts Streets - Building/Zoning & Code Enf. Director Dworak

From: Kevin S <kevinsoflin@gmail.com>
Sent: Wednesday, December 3, 2025 12:23 PM
To: info <info@cityofsewardne.gov>
Subject: Off street parking

To whom it may concern,

I am proposing the installation of approximately four off-street parking stalls on the east side of 3rd Street, between Moffitt and Robert Streets. These stalls would serve a future four-unit apartment building planned for the currently vacant lot directly adjacent to the proposed parking area.

As shown in the attached image, there are existing off-street concrete parking stalls immediately south of the proposed area. The new stalls would tie directly into these existing stalls.

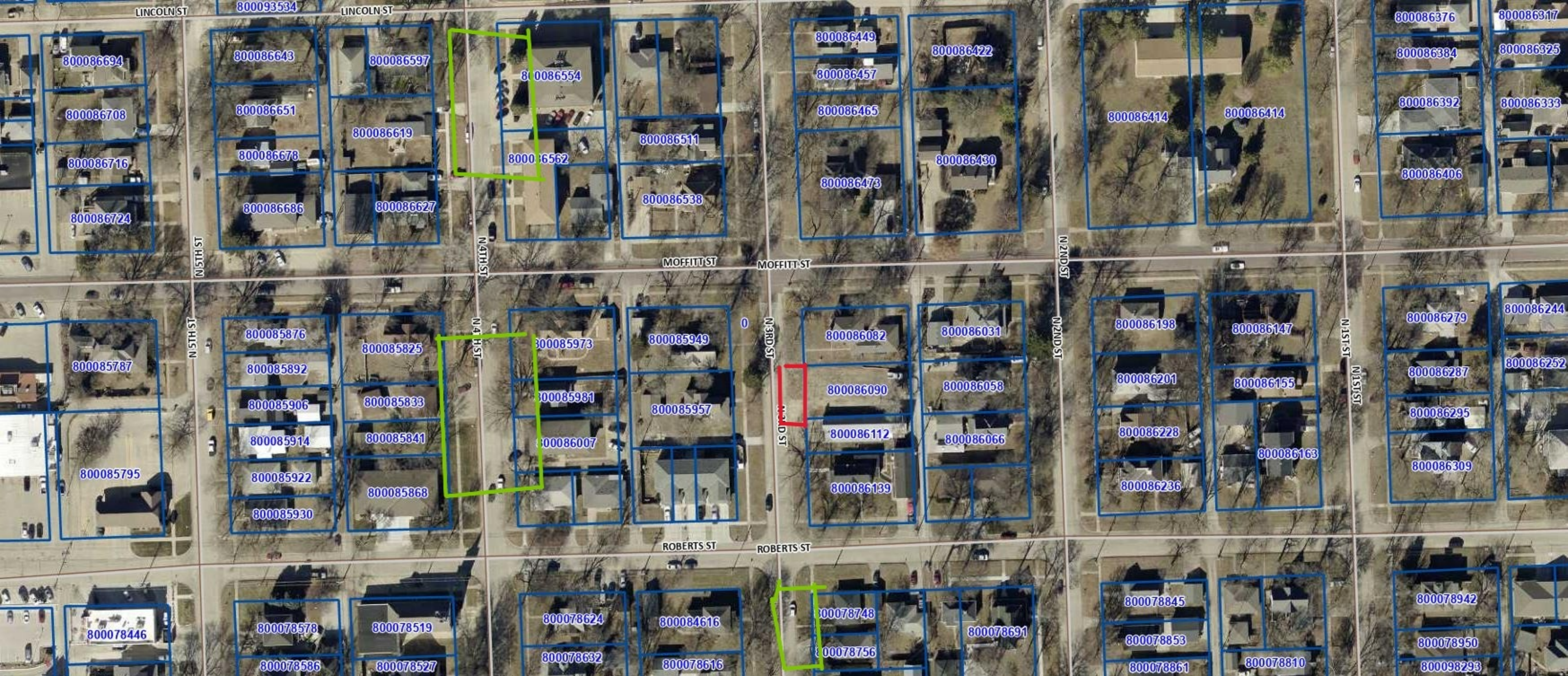
Approval of this request is essential for the feasibility of the apartment project. I believe these additional parking stalls would benefit the city for several reasons:

1. **Improved street safety and maneuverability:** Off-street parking reduces the number of vehicles parked along the roadway, lowering liability risks and improving traffic flow.
2. **Enhanced emergency access:** The fire station is only one block away, and emergency vehicles frequently travel north past this location. Removing street-parked vehicles reduces potential obstruction during emergency responses.
3. **No cost to the city:** All costs associated with installing the stalls—including the curb cut—will be fully covered by the developer.

I would appreciate your consideration of this proposal and would like guidance on the next steps in the approval process.

Thank you for your time!

Kevin Soflin
Soflin Construction, LLC.
Soflin-Rathjen Homes, LLC.
1620 Eastridge Ave.
Seward, NE, 68434
402-450-8211
www.soflinconstruction.com



LINCOLN ST

LINCOLN ST

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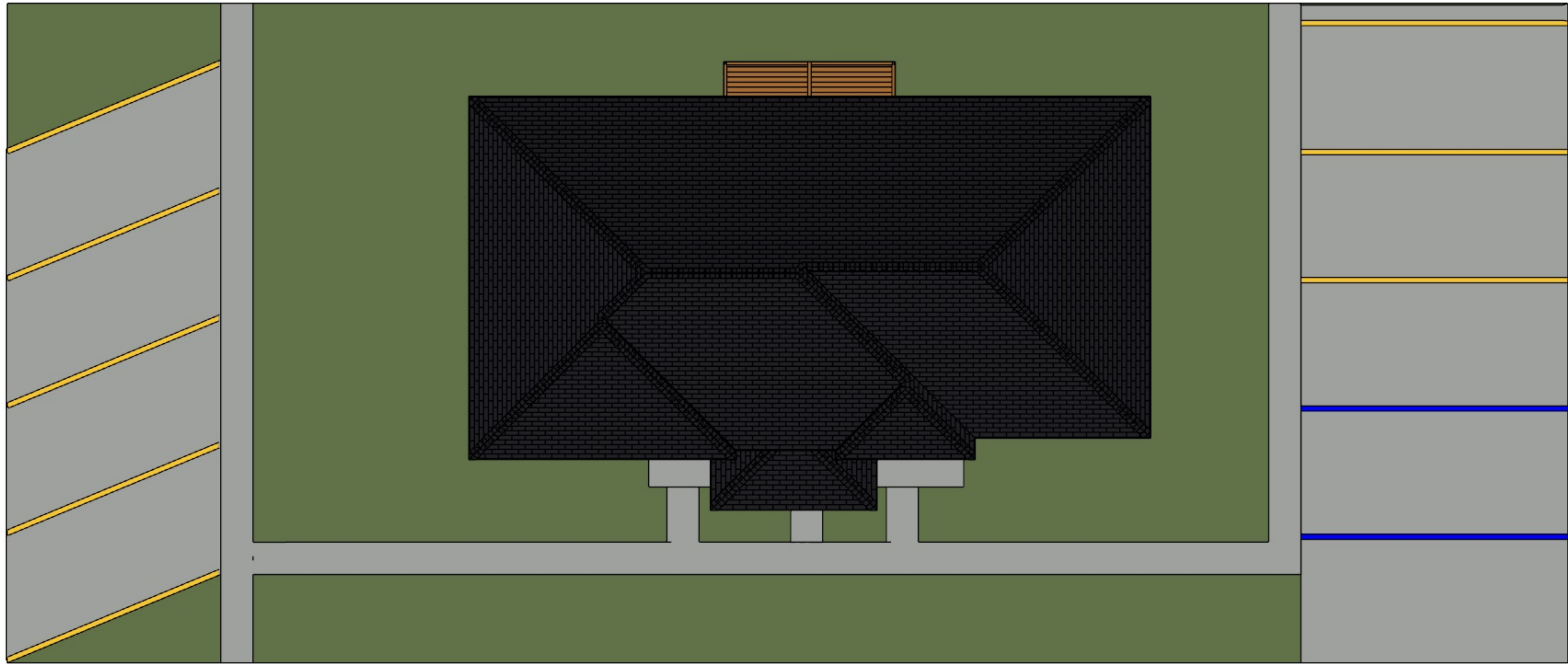
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OFF STREET STALLS ON
STREET SIDE MEASURE
10'6" X 20' EACH

STALLS ON ALLEY
SIDE MEASURE
11' X 22' EACH.
2 STALLS DEDICATED TO
ADA PARKING.



NOTE : THIS SHEET IS FOR ILLUSTRATION ONLY.
SOME PARTS OF THE PLAN ON THIS SHEET HAVE
BEEN MODIFIED TO FIT ONTO SHEET AND ARE NOT
TO SCALE.

NO.	DESCRIPTION	BY	DATE

SHEET TITLE:
**PARKING ILLUSTRATION
& MEASUREMENTS**

PROJECT DESCRIPTION:
**PEERY 4 PLEX
PRELIMINARY**

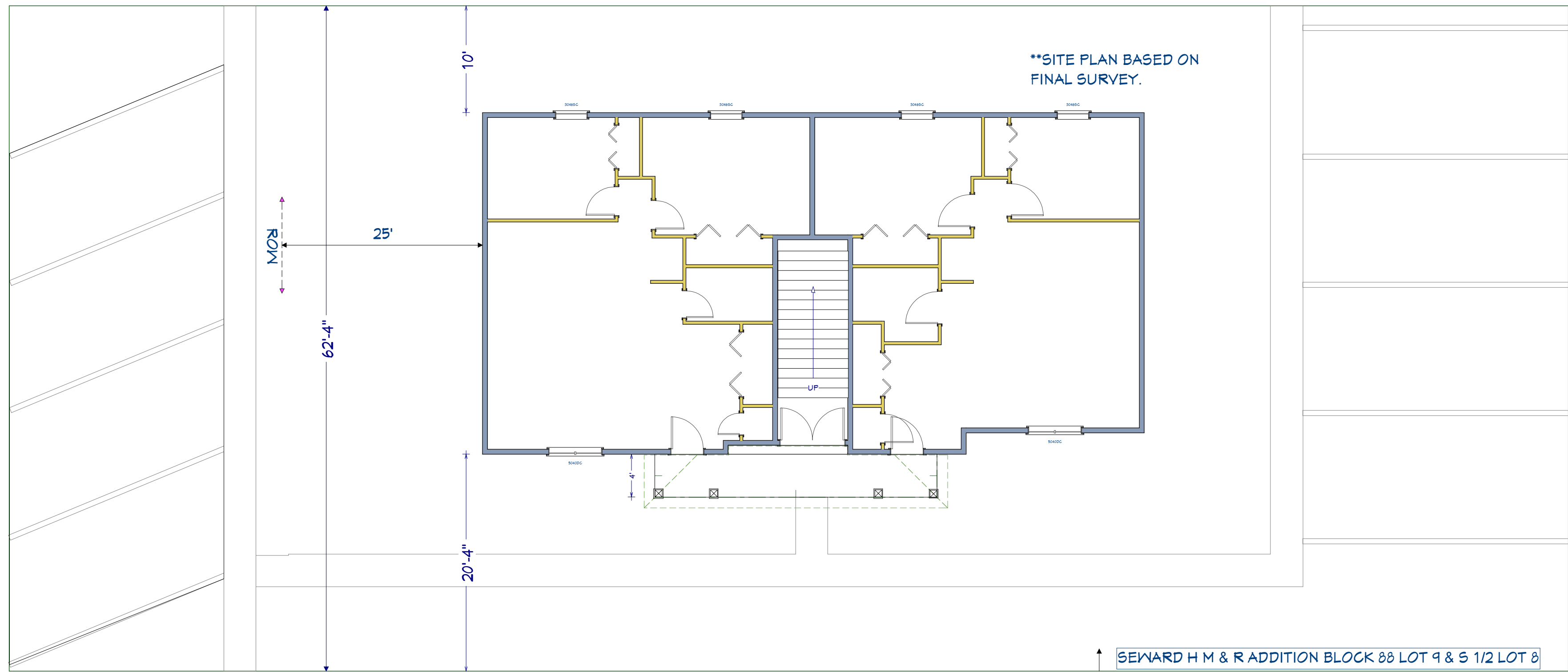
DRAWINGS PROVIDED BY:
SR
SOF LIN-RATHJEN
HOMES

DATE:

SCALE:

SHEET:

A-1



1st Floor

NO.	DESCRIPTION	BY	DATE

SHEET TITLE:
SITE PLAN

PROJECT DESCRIPTION:
**PEERY HOUSING
3SP FINAL**

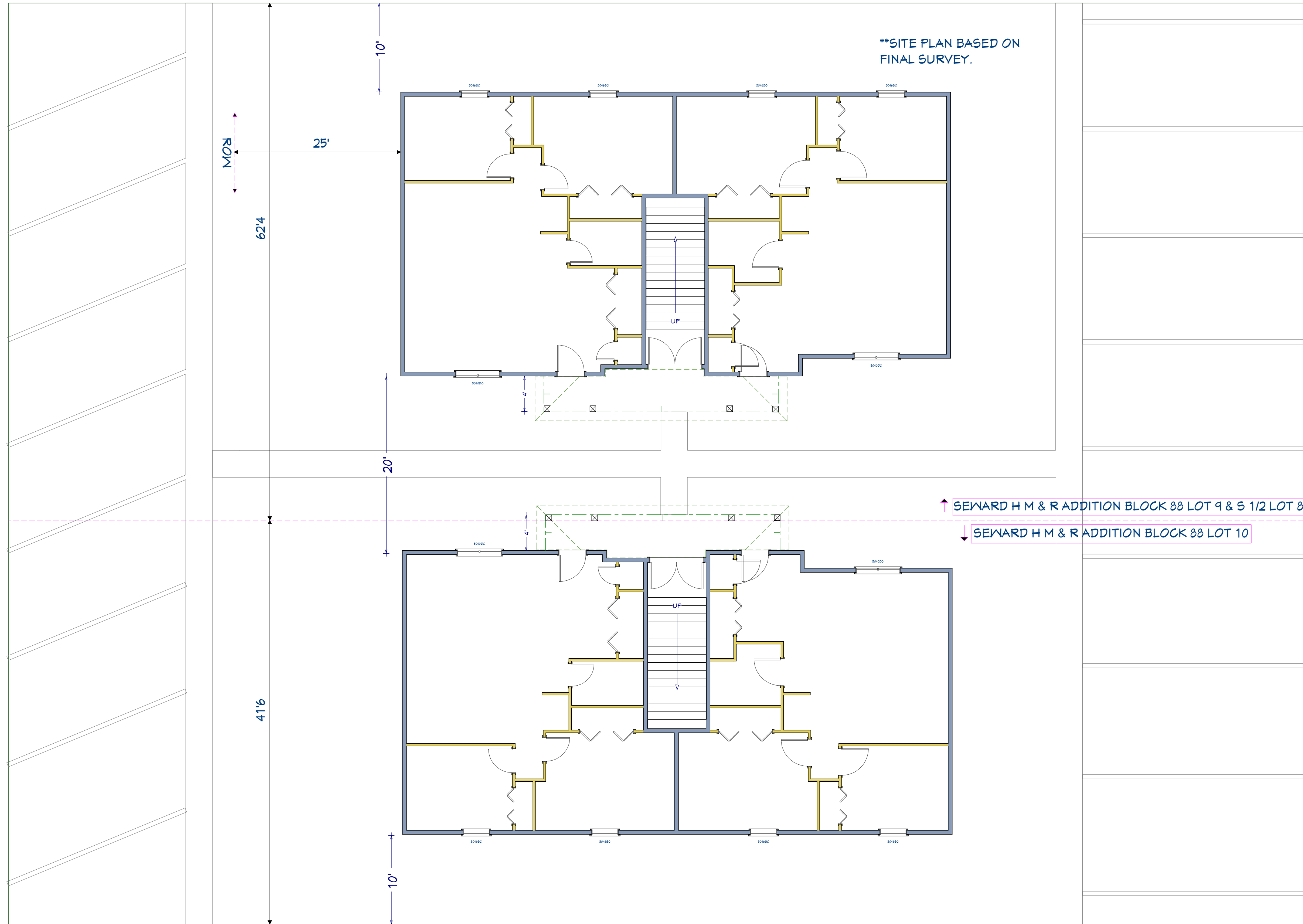
DRAWINGS PROVIDED BY:
SR
SOF LIN-RATHJEN
HOMES

DATE:

SCALE:

SHEET:

A-1



1st Floor

NO.	DESCRIPTION	BY	DATE

SHEET TITLE:
**FUTURE
 DEVELOPMENT
 SITE PLAN**

PROJECT DESCRIPTION:
**PEERY HOUSING
 3SP FINAL**

DRAWINGS PROVIDED BY:
SR
 SOFLIN-RATHJEN
 HOMES

DATE:

SCALE:

SHEET:

A-1

5. Consideration of an Agreement with Thiele Geotech Inc. for Geotechnical Engineering Services in the Amount of \$26,318, Related to the Wastewater Treatment Facility to Accommodate DARI LLC - City Engineer Oneby



13478 Chandler Road
Omaha, Nebraska 68138-3716
402.556.2171 Fax 402.556.7831
www.thielegeotech.com

December 23, 2025

Mr. Michael Oneby
City of Seward
537 Main Street
Seward, NE 68434

**RE: PROPOSAL FOR GEOTECHNICAL EXPLORATION
SEWARD WWTF IMPROVEMENTS 2026, SEWARD, NE**

Dear Mr. Oneby:

Enclosed is our proposal for geotechnical exploration related to the proposed wastewater treatment facility improvements (2026) to be located near South Columbia Avenue and Plum Creek Trail in Seward, Nebraska. The accompanying proposal describes our approach and proposed scope of services, the estimated cost of the study, and the contract terms.

Thiele Geotech is a service-oriented firm offering geotechnical, material, and environmental engineering. Our focus is on providing quality engineering solutions based on each individual client's needs. Our professional staff has extensive experience with similar projects, and we have the equipment and resources available to complete this study.

We look forward to working with you and your design team on this project. If you have any questions, please call. If the accompanying proposal is acceptable, please return an executed copy to our office.

Respectfully,
Thiele Geotech, Inc.

A handwritten signature in black ink that reads 'Collin R. Steimer'.

Collin R. Steimer, E.I.

Enclosures

R:\PROPOSAL\GEOTECHNICAL DEPARTMENT\SEWARD WWTF IMPROVEMENTS 2026.DOCX

**Geotechnical Exploration Proposal
Seward WWTF Improvements 2026
Seward, Nebraska
December 23, 2025**

Thiele Geotech, Inc. is pleased to submit our proposal for geotechnical exploration related to the referenced project. The following sections detail our understanding of the project, our proposed scope of services, and the cost of the study. The contract terms are attached in Exhibit B. This proposal will be held open for a period of 45 days from the above date.

PROJECT DESCRIPTION

Our understanding of the project is based upon information provided by Short Elliott Hendrickson, Inc.

The project consists of various improvements to the existing Seward water treatment facility.

Based on previous experience in the area, the soils on the site are expected to consist of alluvial deposits. The alluvium is assumed to be of firm consistency.

SCOPE OF SERVICES

Our proposed geotechnical exploration will consist of test borings to obtain geologic information and samples of the site soils, laboratory tests to determine the relevant engineering properties of the various soil strata, and a report of geotechnical engineering recommendations.

Prior to mobilization, we will contact 811 Nebraska One Call to locate public utilities at the project site. Any private utilities not identified by One Call are the responsibility of the Owner or Owner's representative to locate.

In accordance with the request for proposal, a total of eight test borings will be conducted for this exploration. The borings will be spaced across the site and at strategic locations identified by the client. Based on boring depths of 55 to 60 feet, a total drilling footage of up to 455 lineal feet is proposed. The borings will be sampled at intervals of 2.5 feet in the upper 20 feet and 5 feet thereafter and a descriptive log of the test borings will be prepared. Sampling will consist of split-spoons and thin walled Shelby tube samples. Shelby tube samples will be collected at two depths in each borehole where blow counts are less than 10, in lieu of standard SPT samples. The borings will be backfilled with drill cuttings and pavements patched with like material, where applicable.

Based on the results of the test borings, a laboratory testing program will be established by SEH to evaluate the engineering properties of the various soil strata. In accordance with the request for proposal, laboratory testing may include the following:

Soil Test	Estimated Units
Moisture Content	100
Atterberg Limits	20
Mechanical Sieve Through No. 200 Only	5
Mechanical Nest of Sieves Through No. 200	10
Unconfined Compression	6
One-Dimensional Consolidation	4

Thiele Geotech will prepare a data report after completion of the field work and laboratory testing. Engineering evaluations or analyses are not included in this scope.

The proposed scope of services does not include an evaluation of potential contamination on or near the site. If the environmental condition of the property is a concern, an environmental site assessment can be provided as an additional service.

ESTIMATED COST & SCHEDULE

Professional services will be billed at the unit rates listed in Exhibit A. Based on the indicated work scope, the total cost for this study is estimated at \$26,318. This maximum amount will not be exceeded for the geotechnical exploration unless additional work is authorized.

Approximately 6 to 8 weeks from your notice to proceed will be required to complete the study. The schedule is somewhat dependent on weather, site access conditions, and other factors including the actual subsurface conditions identified in the test borings. If this proposed schedule does not meet your project requirements, we would be happy to discuss alternate schedules.

ADDITIONAL SERVICES

Subsequent to completion of the geotechnical exploration data report, additional services are often required that are not included in the above estimate. These include geotechnical engineering recommendations and consultation with the design team and review of the final plans and specifications. In addition, construction phase quality control testing is an additional service not included in the above estimate. An environmental assessment, if required, can also be performed as an additional service. If we are requested to provide additional services including, but not limited to the above, you will be billed in accordance with our normal fee schedule. We would be happy to provide cost estimates for any additional services at your request.

EXHIBITS

Exhibit A - Unit Rate Schedule

Exhibit B - General Conditions

THIELE GEOTECH, INC.

By: 

Robert K. Lapke, P.E.

13478 Chandler Road

Omaha, Nebraska 68138-3716

402/556-2171 Fax 402/556-7831

CLIENT: _____

By: _____ Date: _____

Name: _____

Address: _____

City, State: _____

Phone: _____ Email: _____

Drilling Cost Estimate Worksheet

Exhibit A

Seward WWTF Improvements 2026
Seward, NE

12/23/2025

Description		Estimated Quantity	Unit Rate	Estimated Cost
Pre-Exploration Services				
Project Engineer (/hr.)	<i>project coordination/utilities/site visit</i>	4.0	184.00	736.00
Exploratory Borings				
Mobilization (Zone 4)		1.0	515.00	515.00
Exploratory Drilling (hollow stem augers) (/ft.)		455.0	27.80	12,649.00
Per Diem (/man/day)		8.0	290.00	2,320.00
Laboratory Analysis				
Moisture Content (ea.)		100.0	12.00	1,200.00
Atterberg Limits (/set)		20.0	119.00	2,380.00
Percent Fines Test (ea.)		5.0	56.00	280.00
Sieve Analysis (ea.)		10.0	113.00	1,130.00
Unconfined Compression Test (ea.)		6.0	48.00	288.00
One-Dimensional Consolidation Test (ea.)		4.0	465.00	1,860.00
Geotechnical Report				
Project Engineer (/hr.)	<i>Geotechnical Exploration Report</i>	10.0	184.00	1,840.00
Senior Engineer (/hr.)	<i>Report Review</i>	4.0	280.00	1,120.00
			Total	26,318.00

GENERAL CONDITIONS

1. SCOPE OF WORK: Thiele Geotech, Inc. (including its officers, directors, employees and subconsultants, hereafter referred to as TG) shall perform the services described in the contract and shall invoice the client for those services at the Fee Schedule rates. Any cost estimates stated in this contract shall not be considered as firm figures unless specifically stated in this contract. If unexpected site conditions are discovered, the scope of services may change. TG will provide additional services at the contract Fee Schedule rates.

2. ACCESS TO SITES, PERMITS, AND APPROVALS: The client shall furnish TG with right-of-access to the site in order to conduct the planned exploration. Unless otherwise agreed, the client will also secure all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While TG will take reasonable precautions to minimize damage to the property, it is understood by the client that, in the normal course of work, some damage may occur, the restoration of which is not part of this agreement.

3. UTILITIES: In the performance of its work, TG will take reasonable precautions to avoid damage or injury to subsurface utilities or structures. This includes requesting locates of utility owned lines and services. The client agrees to hold TG harmless and indemnify TG for any claims, payments, or other liability, including attorney fees, incurred by TG for damage to any privately owned subsurface utilities or structures which are not correctly identified to TG.

4. UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the client to advise TG of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, or wastes which may exist on or near any premises upon which work is to be performed by TG. If TG observes or suspects the existence of hazardous materials during the course of providing services, TG may, at its option, suspend further work on the project and notify client of the conditions. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of TG, TG may, at its option, terminate this contract. It is understood and agreed that TG does not create, generate, or at any time take possession or ownership of hazardous materials as a result of its exploration services.

5. REPORTS AND INVOICES: TG will furnish up to 3 copies of reports to the client. Additional copies will be provided at the expense of the client. TG may submit invoices to the client monthly and upon completion of services. Payment is due upon presentation of invoices and past due 30 days from the invoice date. Client agrees to pay a finance charge on past due invoices of 1.25 percent per month, but not exceeding the maximum rate allowed by law.

6. OWNERSHIP OF DOCUMENTS: All reports, boring logs, data, notes, calculations, estimates, and other documents prepared by TG as instruments of service shall remain the property of TG.

7. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test.

8. CONFIDENTIALITY: TG will hold confidential all business or technical information obtained from the client or generated in the performance of services hereunder and identified in writing by the client as confidential. TG will not disclose such information without the client's consent except to the extent required for; 1) performance of services under this contract; 2) compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) compliance with any court order or other governmental directive; and/or 4) protection of TG against claims or liabilities arising from performance of services under this contract. TG's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others. TG's technical and pricing information are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of TG.

9. STANDARD OF CARE: Services performed by TG under this contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing

under similar conditions. No other warranty, express or implied, is made or intended by the proposal for services or by furnishing oral or written reports of the findings made. The client recognizes that TG does not owe any fiduciary responsibility to the client. The client further recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests, or explorations are made by TG, and that the data, interpretations, and recommendations of TG are based solely upon the data available to TG. TG will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

10. LIMITATION OF LIABILITY: In recognition of the relative risks, rewards, and benefits to both the client and to TG, the risks have been allocated such that the client agrees to limit TG's liability to the client and all other parties claiming to have relied on TG's work provided through the client to \$50,000 or TG's total fee for services rendered on this project, whichever is greater. This limitation of liability is a business understanding between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action except for willful misconduct or gross negligence.

11. CONSEQUENTIAL DAMAGES: Neither party, including their respective contractors or subconsultants, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages. This mutual waiver of consequential damages shall include, but is not limited to: loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

12. CLAIMS: Client agrees that any claim for damages filed against TG by Client or any contractor or subcontractor hired directly or indirectly by Client will be filed solely against TG or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part. All claims by Client shall be deemed relinquished unless filed within one year after substantial completion of TG's services under this agreement.

13. TERMINATION: This contract may be terminated by either party upon 7 days prior written notice. In the event of termination, TG shall be compensated by client for all services performed up to and including the termination date and for the completion of such services and records as are necessary to place TG's files in order and/or protect its professional reputation. If either party terminates this contract, these General Conditions shall survive termination and shall remain enforceable between the parties.

14. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during or following this project, the client and TG agree that all disputes between them arising out of or related to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The client and TG also agree to include a similar mediation provision in all agreements with independent contractors and consultants thereby providing for mediation as the primary method for dispute resolution for all parties on the project.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding TG's services.

16. ASSIGNMENT: Neither party under this contract may transfer or assign any rights under or interests in this contract without the prior written consent of the other party.

17. PROVISIONS SEVERABLE: In the event that any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

6. Consideration of a Payment to Wilson & Company in the Amount of \$127,926 for Flagging Services Provided by BNSF Railway during the Worthman Blvd. Phase III Project - City Engineer Oneby (**REVISED 2/16/26 at 2:30P**)



BNSF Railroad Services Scheduling

SECTION 1: Right of Entry Information

Do you have an executed document that grants you permission to encroach on BNSF property? *

- Yes
- No

What type of document do you have? *

New Utility License Agreement ▼

Utility License Agreement Number *

Please attach a copy of your License Agreement *

Browse Files

25W-267...ska.pdf

9.1 MB

What type of Utility License Agreement is this? *

Pipeline

Pipeline License Agreements will require both an RWIC and an Inspector/Coordinator for the duration of the installation. The RWIC will be present to protect personnel from hazards related to train movements and restrict movements if necessary. The Inspector/Coordinator will be present to provide oversight relative to BNSF safety policy and to ensure the installations are completed in accordance with the License Agreement and BNSF's Utility Accommodation Policy.

Please acknowledge your understanding of the statement immediately above. *

- I acknowledge
- I do not understand

Today's Date:

Date

Instructions for Scheduling BNSF Field Services: Roadway Worker in Charge (RWIC) and/or Inspector Coordinator:

1. Complete this form and click submit. The information you provide will be used to generate a Pre-Payment Invoice (PPI) for RWIC and/or Inspector Coordinator, which will follow the receipt and review of this form.
2. Submit payment for the Pre-Payment Invoice (PPI). Payment instructions for payment by credit card, check and Electronic Funds Transfer (EFT) will be attached to the Pre-Payment Invoice.
3. Scheduling your BNSF Project: Once you have received the final executed BNSF Agreement from the permitting agency and the pre-payment Invoice is confirmed paid in full, Wilson & Company will confirm the installation/construction start date for field services.

*Note that a minimum lead time of 30 days from confirmation of payment and initiation of the scheduling process is required to notify BNSF of the upcoming work.

As a reminder, please ensure that all your employees and contractors who will be working on the utility installation/construction site on BNSF Railway property complete the required Safety Orientation Program at www.BNSFcontractor.com. Each employee must have the valid badges as required under your agreement. Personnel who cannot display a valid badge and/or do not have appropriate PPE will not be allowed to access BNSF property. You are responsible for meeting the requirements of the license agreement.

Section 2: Location Information

PROJECT LOCATED AT/NEAR CITY AND STATE: *

Seward Nebraska

BNSF DIVISION *

Heartland

Note: BNSF Division, subdivision, line segment and milepost can be found on your permit document.

BNSF SUBDIVISION *

RAVENNA

Line Segment *

0004

Milepost *

29.00

Latitude *

40.894566

Longitude *

-97.11077

Section 3: RESPONSIBLE PARTY FOR PAYMENT

(For receipt of invoices)

PERMIT APPLICANT COMPANY: *

APPLICANT CONTACT NAME: *

Mike	Oneby
First Name	Last Name

COMPANY NAME: *

PAYMENT CONTACT NAME: *

Mike	Oneby
First Name	Last Name

ADDRESS: *

Street Address

Street Address Line 2

City

State / Province

Postal / Zip Code

PHONE NUMBER: ***EMAIL ***

Note: The invoice for Inspector / RWIC services will be sent to this address.

By submitting this form, the licensee acknowledges the following: *

- Confirmed pre-payment is required before services will be scheduled. Note that a minimum lead time of 30 days from confirmation of payment and initiation of the scheduling process is required to schedule all utility installations.
- A positive balance of pre-paid Roadway Worker in Charge (RWIC) and/or inspection days are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped, and cancellation charges will be assessed accordingly. It is the sponsor's responsibility to ensure that a sufficient number of days to complete construction have been fully funded.
- Requested start date is provided for informational purposes only to assist with beginning the Roadway Worker in Charge (RWIC) and/or Inspector Coordinator scheduling process as required under the licensee's executed license agreement.
- Roadway Worker in Charge (RWIC) rates are higher on Holidays and Weekends.

- No work shall commence on BNSF right-of-way without the presence of a Roadway Worker in Charge (RWIC) and/or Wilson & Company Inspector Coordinator.

SECTION 3: SCHEDULE INFORMATION

DESIRED START DATE REQUEST FOR INSTALLATION WITHIN BNSF RIGHT-OF-WAY: *

Note: Please plan for a minimum of 30 days of lead time from current date for payment processing and providing required project notices to BNSF division personnel. This date is not guaranteed and is not your start date until confirmed with a Wilson & Co scheduler.

ESTIMATED # OF PROJECT DAYS *

Days requiring access on, over, or under BNSF ROW

WORKING *

- SATURDAYS
- SUNDAYS
- N/A

DAILY START TIME *

 :

Hour Minutes

END TIME *

 :

Hour Minutes

Is this project subject to the Davis–Bacon Act or another prevailing wage requirement, such as state, local or project specific? *

Yes

No

ADDITIONAL SCHEDULING INFORMATION IF APPLICABLE: *

FIELD COORDINATOR INFORMATION

(Field contact of applicant or applicant's contractor)

COMPANY NAME: *

COORDINATOR CONTACT: *

--	--

First Name

Last Name

ADDRESS: *

Street Address

Street Address Line 2

City

State / Province

Postal / Zip Code

PHONE NUMBER: *

EMAIL *

CONTRACTOR INFORMATION

(If different from applicant)

COMPANY NAME: *

CONTRACTOR CONTACT: *

First Name

Last Name

ADDRESS: *

Street Address

Street Address Line 2

City

State / Province

Postal / Zip Code

PHONE NUMBER: *

EMAIL *

Will a different company be installing the fiber optic/carrier pipe? *

Yes

No

Who will be installing the carrier pipe/fiber optic cable? *

Company Name

Company Contact: *

First Name

Last Name

PHONE NUMBER: *

The scheduling of field services will be initiated upon confirmation of payment and verification of compliance with all BNSF requirements. No work shall commence on the BNSF right-of-way without the presence of a Roadway Worker in Charger (RWIC) and/or Wilson & Company Inspector Coordinator.

It is the sponsor's responsibility to communicate any changes in schedule or accounting information to ensure that personnel is available until the completion of your project.

Confirmation email *

Email address to receive confirmation of form receipt

(A green check mark will be displayed after clicking the submit button to confirm)

successful form submission)

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective November 18th, 2025 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **City of Seward**, a Nebraska municipality ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline[s], 16 inches in diameter inside a(n) 30 inch steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Seward, County of Seward, State of Nebraska, Line Segment 0004, Mile Post 29.00 as shown on the attached Drawing No. 95593, dated August 28, 2025, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry drinking water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises, or using or allowing the use of the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of three thousand nine hundred and No/100 Dollars (\$3,900.00) as compensation for the use of the Premises.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and

unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

7.3 Licensor, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.

8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:

9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;

9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or

9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.

10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.

11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensor's representative, the Scheduling Agent or its designee. Licensee shall notify Licensor's representative or the Scheduling Agent at ROWCoordinator@BNSF.com at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. Only in the event of emergency, Licensee shall notify Licensor's Roadmaster of entry onto the Premises, at the telephone (308) 672-8482, as soon as practicable and shall promptly thereafter follow up with written notice of such entry to the email provided above.

11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.

11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.

- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
- 11.8 Intentionally deleted.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location

service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-533-2891 (option 1, then option 7), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. **Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**
15. **Insurance.** Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:
- 15.1 **Commercial General Liability "CGL" Insurance.**
- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
- b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
- The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.
- d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.
- 15.2 **Business Automobile Insurance.**
- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
- Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
- Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,266.00.

- Licensee may **elect** to participate in Licensor's Blanket Policy;
- Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted.

15.6 Other Requirements:

15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.

15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of

subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.

- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.6.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

- 15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.
- 15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.
- 15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.
- 15.6.18 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.
- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensor's property. Upon request by Licensor, Licensee agrees to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall immediately report to Licensor's Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensor may, at Licensor's option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensor, at Licensee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensor's satisfaction and a copy of the audit report shall promptly be provided to Licensor for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensee's obligations under this Section 17.6 shall survive termination of this License.
- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee's compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 "**Environmental Law(s)**" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C.

§1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 17.9 **"Hazardous Material(s)"** shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. No Warranties.

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. **Liens and Charges.** Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. **Taxes.** Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. **Default and Termination.** In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
24. **Surrender of the Premises.**
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;

- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensor.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor for no additional consideration.

MISCELLANEOUS

25. **Successors and Assigns.** All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. **Assignment.**
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE

LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.

26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City of Seward
333 S. 21st Street, Suite 102
Lincoln, NE 68510

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the

extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131

By: ^{Signed by:} Patricia Villegas
495C9951FFC345A...
Patricia Villegas
Vice President, Permits

LICENSEE:

City of Seward, a(n) Nebraska municipality

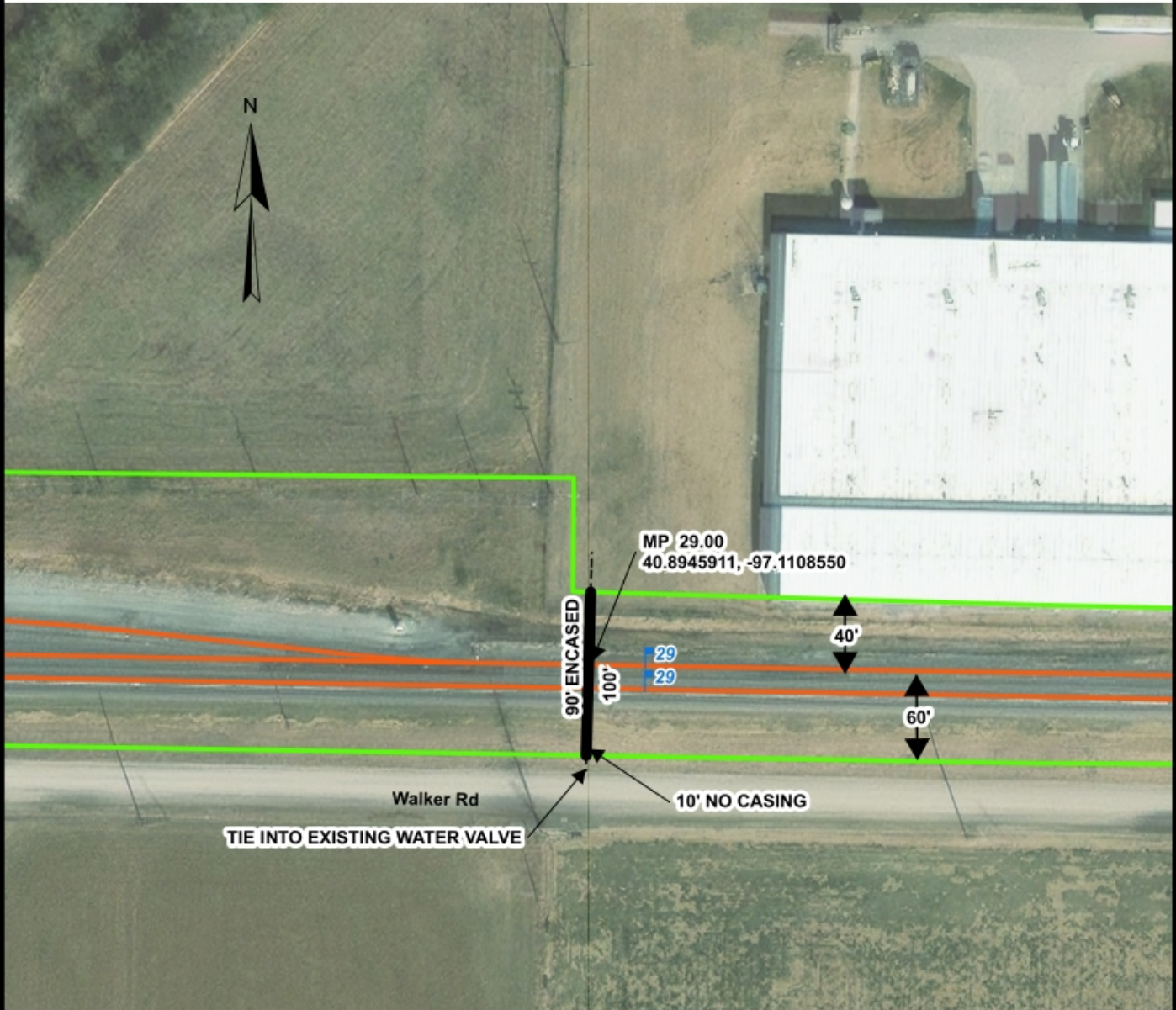
By: John Edmeier

SCALE: 1 IN = 100 FT
 HEARTLAND DIV.
 RAVENNA SUBDIV.
 L.S. 0004 MP: 29.00
 DATE: 8/28/2025

EXHIBIT "A"

SECTION: 29
 TOWNSHIP & RANGE:
 11N, 3E
 MERIDIAN: 6PM

MAP REF. R77093



DESCRIPTION OF PIPELINE
 PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	<u>16"</u>	<u>30"</u>	LENGTH ON R/W:	<u>100'</u>	<u>90'</u>
CONTENTS:	<u>DRINKING WATER</u>		WORKING PRESSURE:	<u>80 PSI</u>	
PIPE MATERIAL:	<u>PVC</u>	<u>STEEL</u>	BURY: BASE/RAIL TO TOP OF CASING		<u>12.11'</u>
SPECIFICATIONS / GRADE:	<u>DR-18</u>	<u>GRADE B</u>	BURY: NATURAL GROUND		<u>8.58'</u>
WALL THICKNESS:	<u>0.967"</u>	<u>0.406"</u>	BURY: ROADWAY DITCHES		<u>-</u>
COATING:	<u>-</u>	<u>BONDED EPOXY</u>	CATHODIC PROTECTION		<u>NO</u>

VENTS: NUMBER - SIZE - HEIGHT OF VENT ABOVE GROUND -

NOTE: CASING TO BE JACKED OR DRY BORED ONLY

SEWARD
 COUNTY OF SEWARD

STATE OF NE

JPG



Wilson & Company, Inc.,
 Engineers & Architects
 PO Box 74954
 Chicago, IL 60675-4954

PREPAYMENT INVOICE

To: City of Seward Nebraska
 142 N. 7th Street
 Seward, NE 68434

Invoice No: 2682526747 - 1
 Invoice Date: February 16, 2026

Permit Tracking No.: 25-26747
 Division: Heartland
 Subdiv.: Ravenna
 Station: Seward
 MP: 29.00
 L.S.: 0004
 State: NE

Project 2682526747 BNSF HL 25W-26747 City of Seward NE L2
 Permit Description: 30" Steel Casing w/16" Carrier for Drinking Water @ 12.11' Under Rail

PPI1PI - Project Implementation	# Units	Unit Price		Total Amount
Project Implementation L2	1	\$6,250.00	Project Implementation L2	\$6,250.00
Total PPI1PI - Project Implementation:				\$6,250.00

PPI2UIC - Utility Inspection Coordination	# Units	Unit Price		Total Amount
Inspection	28	\$1,500.00	per 10 hour day	\$42,000.00
Inspector Mobilization	1	\$450.00	each	\$450.00
Inspection Overtime	112	\$165.00	per hour over 10	\$18,480.00
Total PPI2UIC - Utility Inspection Coordination:				\$60,930.00

PPI3RWIC - Roadway Worker in Charge (RWIC)	# Units	Unit Price		Total Amount
RWIC - RailPros - Tier 5	25	\$990.00	per 8 hour day	\$24,750.00
RWIC Weekend, Night, Holiday - RailPros - Tier 5	3	\$1,260.00	per 8 hour day	\$3,780.00
RWIC Overtime - RailPros - Tier 5	180	\$132.00	per hour over 8	\$23,760.00
RWIC Overtime - Weekend, Night, Holiday - RailPros - Tier 5	56	\$151.00	per hour over 8	\$8,456.00
Total (RWIC):				\$60,746.00

Invoice Amount:	\$127,926.00
------------------------	---------------------

PAYMENT DUE UPON RECEIPT

***Confirmed pre-payment is required before services will be scheduled.**

Note that for any utility installations, a minimum lead time of 15 days from confirmation of payment is required for scheduling.

*Also note that a positive balance of pre-paid inspection and/or roadway worker in charge services are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped and cancellation charges will be assessed accordingly. It is your responsibility to ensure that a sufficient number of days to complete construction have been fully funded.

*All cancellations must be submitted to BNSFScheduling@wilsonco.com with "Cancellation Request" and your permit number in the subject line. Your cancellation must be verified by the Scheduling Agent and confirmed by all parties before it is valid.

*The prepayment invoice is based on the estimated duration of project as discussed. Unused funds will be refunded to Licensee by the Scheduling Agent.

- **For Electronic Payments, see attached instructions.**
- **Credit Card Payments will include an additional 3.29% Non-Cash Adjustment**
- **Prepaid Invoice is valid for 45 days**

1. **Standard of Care.** The standard of care for all services performed or furnished by Wilson & Company (Scheduling Agent) under this Agreement will be the skill and care used by members of the profession practicing under similar circumstances and in accordance with generally accepted professional practices. Scheduling Agent makes no warranties, express or implied, under this Agreement or otherwise, in connection with Scheduling Agent's services. The Scheduling Agent is not responsible for any work performed by the Sponsor or Sponsor's Representatives.
2. **Mutual Indemnification.** To the fullest extent permitted by law, Scheduling Agent, Sponsor (or Sponsor's representative) each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subcontractors in the performance of services under this Agreement, as adjudicated in a court of competent jurisdiction, or an arbitration order. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Scheduling Agent and Sponsor, or Sponsor's representative, they shall be borne by each party in proportion to its negligence.
3. **Force Majeure.** Scheduling Agent shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control.
4. **Cancellation:** Prior to the start of the project, the Sponsor or Sponsor's representative shall notify Scheduling Agent of cancellation at least 72 hours in advance of project start. In the event the Sponsor or Sponsor's representative cancels scheduled services within 72 hours or less notice all applicable implementation, mobilization fees, and daily rates for services will be billed. Subsequent to the start of the project, the Scheduling Agent shall be notified at least 24 hours in advance in the event of cancellation, rescheduling, or completion of services, to avoid all applicable implementation, mobilization fees, and daily rates for services. Please note cancellations in advance of 72 hours may be billed mobilization and additional implementation charges.
 - ❖ All cancellations must be submitted to BNSFScheduling@wilsonco.com with "Cancellation Request" and your permit number in the subject line. Your cancellation must be verified by the Scheduling Agent and confirmed by all parties before it is valid.
5. **Payment.** As required under Sponsor's Right of Entry Agreement with BNSF, Sponsor or Sponsor's representative agrees to pay the Scheduling Agent for the services stated in the attached invoice. Prepayment is required to avoid construction delays or cancellation charges. The Scheduling Agent will audit daily work reports and the field service records at the end of each month, or upon project completion, which will be used to reconcile the actual field services provided. Sponsor or Sponsor's representative is responsible for payment of services required that extend beyond estimated services including duration of the project as described in the attached invoice, should such services be necessary. If overpayment, any unused funds will be refunded by the Scheduling Agent after the project is completed and reconciled, provided the Sponsor has no outstanding balances with the Scheduling Agent.

All project implementation fees are non-refundable. These fees include effort to coordinate services with the Sponsor or Sponsor's representative, coordinating flagging and utility inspection services, coordinating with the railroad personnel, collection and reviewing of daily work reports, and reconciling services and fees. If extraneous requests are initiated by Sponsor or Sponsor's representative, the Scheduling Agent reserves the right to add time and material fees to the standard implementation fee to cover such costs. Notice will be provided to the Sponsor or Sponsor's representative prior to such charges.
6. **Multiple Permits.** Services provided on multiple permits on a single day will be assessed and charged individually per day, plus applicable mobilization fees per permit.
7. **Forfeiture.** Flagging and/or utility inspection services are required under the terms of the Sponsor's agreement to utilize BNSF right-of-way. Failure to schedule such services with the Scheduling Agent shall result in the forfeiture of all funds paid for these services. Refund checks not cashed within 90 days will be voided and the funds forfeited to the Scheduling Agent.
8. **Acceptance.** By payment of the provided invoice, the Sponsor or Sponsor's representative acknowledges and accepts these terms and conditions without modification. It is understood that Scheduling Agent is not acting as Sponsor's subcontractor or subconsultant in providing services hereunder.
9. **Service Duration.** The duration of required services includes all phases of the project, including final installation of utilities through carrier pipes. In the event the Sponsor or Sponsor's representative terminates or suspends services for duration of greater than 30 days, additional implementation and mobilization fees will be billed for the re-initialization of services.
10. **Invoice Duration:** Pre-paid invoices will be null and void after 45 days. At such time, the Sponsor or Sponsor's representative will be required to re-initiate the service request. If payment is not received within 72 hours following invoice, schedule and costs of services may be subject to change.

Electronic Payment Information:

Routing/ABA: 101100621

Sunflower Bank, N.A.
8117 Preston Road Ste 220
Dallas, TX 75225

For Account # 1100081723

Wilson & Company Inc., Engineers & Architects
4401 Masthead Street NE
Suite 150
Albuquerque, NM 87109

Mailing Instructions for Checks:

- **Remittances sent via first class mail:**
Wilson & Company Inc, Engineers & Architects Scheduling Agent

PO Box 74954

Chicago IL 60675-4954

- **Remittance packages via overnight delivery (i.e. Federal Express, UPS, USPS, etc.):**
Please note: Bank will not accept first class mail deliveries to this address
Wilson & Company Inc, Engineers & Architects Scheduling Agent

Dept # 74954

5450 N Cumberland Ave

Chicago, IL 60656

Note to Project Sponsor:

Wilson & Company does not complete vendor forms for services provided as we are only acting in our authorized capacity as the Scheduling Agent for the BNSF Railway. Information requested from the Project Sponsor to process payments is only provided in the format given on this form. The required services have been agreed to by the Project Sponsor per the agreements in place between the Project Sponsor and the BNSF Railway to utilize their private ROW, and per the agreements, the permitted project or activity cannot utilize the BNSF Railway ROW without said services.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>Wilson & Company, Inc., Engineers & Architects</p> <p>2 Business name/disregarded entity name, if different from above.</p>
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p>
	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>4401 Masthead Street NE, Suite 150</p> <p>6 City, state, and ZIP code</p> <p>Albuquerque, NM 87109</p> <p>7 List account number(s) here (optional)</p>
	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
4	8	-	1	1	7	6	3	0	0

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 1/23/2026
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

7. Consideration of a Resolution to Revise Cemetery Fees/Policies - City Clerk Bargmann

RESOLUTION NO. 2026-5

WHEREAS, the City Council of the City of Seward, Nebraska may by resolution fix the amount of Park, Recreation, Golf Course, Camping, and Cemetery fees, and

WHEREAS, it is deemed advisable to establish Park, Recreation, Golf Course, Camping, and Cemetery fees;

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

The amount of Park, Recreation, Golf Course, Camping, and Cemetery fees shall henceforth be and are hereby fixed as follows to be in full force and effect on and after date of passage:

Seward Sports Programs:

Baseball	\$ 75.00
Baseball (Legion)	\$100.00
Basketball	\$ 30.00
Soccer	\$ 40.00
Softball	\$ 75.00
Volleyball	\$ 40.00
Volleyball (Adult)	\$ 50.00
Wrestling	\$ 30.00
Flag Football	\$ 40.00
Tackle Football	\$100.00 (+ \$150 returnable deposit)
Tennis	\$ 25.00

Seward Dowding Swimming Pool:

Adult (18-54)	\$ 5.00 per day
Youth (3-17)	\$ 4.00 per day
Senior (55-64)	\$ 4.00 per day
Senior (65+)	FREE
Age 2 & Under	FREE
Individual Annual Pass	\$ 75.00
Family Annual Pass	\$150.00
Season Exercise Pass	\$ 55.00
10 Class Water Exercise Punch Card	\$ 30.00
Pre-K & Parent Swim Lesson	\$ 25.00 per session
Group Swim Lesson	\$ 40.00 per session
Private Swim Lesson	\$ 80.00 per session
Rental Fee	\$300.00

Seward Recreation Facilities:

Sports Complex Concession Stand

One Day Rental	\$150.00
Two Day Rental	\$250.00
Three Day Rental	\$300.00
Damage Deposit	\$100.00

(To be returned or subtracted from total rental fee if stand is cleaned and no damage has occurred).

Plum Creek Park Softball Concession Stand

One Day Rental	\$ 75.00
Two Day Rental	\$125.00
Three Day Rental	\$150.00

Cattle Athletic Training Facility

Seward Based Team Registration (per season)	\$400.00 (Dec 1 to May 1)
Non-Seward Based Team Registration	\$100.00 per hour
Private Instruction (1 per week)	\$ 25.00 per hour
Single Use	
Building (Team/Group)	\$ 20.00 per hour
Batting cage (individual)	\$ 10.00 per hour

Seward Community Golf Course:

	<u>Daily Green Fees</u>	
9 Holes (Including Tax)		\$ 20.00
18 Holes (Including Tax)		\$ 27.00

	<u>Annual Golf Fee</u>	
Single		\$630.00
Family		\$813.75
Age 19-25		\$288.75
Grade/High School		\$157.50

	<u>Daily Golf Cart Rental Per Player</u>	
9 Holes (Including Tax)		\$ 9.00
18 Holes (Including Tax)		\$ 13.00

	<u>Annual Golf Cart Lease</u>	
Single		\$315.00
Family		\$420.00

	<u>Annual Golf Cart Storage With Trail Fee</u>	
Gas Cart (Does not include gas)		\$375.00
Electric Cart		\$400.00

	<u>Daily Trail Fee Only</u>	
Cart Stored Off-Site		\$ 10.00

	<u>Annual Trail Fee Only</u>	
Cart Stored Off-Site		\$200.00

	<u>Miscellaneous</u>	
Annual Locker Rent		\$ 35.00
Annual Single Driving Range Pass		\$100.00
Annual Family Driving Range Pass		\$150.00
Driving Range Bucket of Golf Balls (Including Tax)		
Small Bucket		\$ 4.50
Medium Bucket		\$ 6.50
Large Bucket		\$ 8.50

Seward Blue Valley Campground:

Camper Unit	\$ 25.00 per night
Senior Citizens (65+)	\$ 15.00 per night
Tent Unit	\$ 10.00 per night

Maximum length of stay is seven (7) consecutive days with a 48-hour interim between visits.

Seward Cemeteries (Effective March 1, 2026):

	<u>Burial Space Fees</u>	
Lot Sale		\$700.00

	<u>Grave Opening and Closing Fees</u>	
Adult Traditional (+\$100 for Ex-Wide)		\$700.00
Adult Cremation 12" or 24" Hole		\$400.00
Infant Traditional/Cremation		\$300.00 (under 2 yrs old)
Disinterment (Base rate, plus equipment use and labor)		\$3,000.00

	<u>Monument and Marker Fees</u>	
Stone Setting		\$100.00 per setting

	<u>Miscellaneous Fees</u>	
Perpetual Care		25% of burial space
Urn Vault		\$ 50.00
Scattering of Ashes		\$100.00

Saturday Funeral Closing	\$400.00
Sunday Funeral Closing	\$600.00
Holiday Funeral Closing	\$1,000.00
Sunday and Holiday Grave Opening	\$290.00/hr (2 hr minimum)
Overtime Incurred (After 3:30 p.m. M-F from May 1 - Sept 30	
After 4:00 p.m. M-F from Oct 1 – Apr 30)	\$200.00 hour
Deed Transfer	\$100.00
Entering Name into Cemetery Software	\$100.00 per name

The City of Seward will require a 48-hour notice of an upcoming funeral.

Transferring of a space will be made at the discretion of the City after a request is reviewed and payment is received.

Holidays in which the City will provide services for an additional fee: Martin Luther King Jr. Day (third Monday in January), Labor Day (first Monday in September), Veterans Day (November 11), and Day after Thanksgiving (fourth Friday in November).

Holidays in which no services or openings will be conducted: New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

Resolutions 2016-06, 2016-21, 2017-08, 2017-18, 2018-03, 2021-24, 2023-20, 2025-1 and all previous resolutions in conflict with this resolution are hereby revoked.

The Mayor declared the resolution adopted.

Dated: February 17, 2026

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

8. Consideration of a Proposal from Erickson Sullivan Architects to Provide Design Services for the South Entrance of the Seward Civic Center - City Administrator Butcher



January 30, 2026

Greg Butcher
City Administrator
City of Seward, NE
greg.butcher@cityofsewardne.gov

FEE PROPOSAL – ARCHITECTURAL DESIGN SERVICES
Seward Civic Center ADA Ramp and Entry

Greg,

On behalf of Erickson Sullivan Architects, thank you for the opportunity to submit this proposal to provide architectural design services for the Seward Civic Center Entrance Stairs and Ramp. Based upon the preliminary information provided by Sampson Construction, I am writing to provide an outline of our proposed scope of services and fees for the project. Our team includes Erickson Sullivan Architects for architecture and R.O. Youker for structural design. We also have included fees for REGA Engineering to provide a topographical survey for the project.

UNDERSTANDING OF THE PROJECT

We understand the project scope to include the removal and replacement of the existing entry stairs and construction of new stairs and an ADA ramp for the Seward Civic Center building at 616 Bradford Street. In general the desire is to replace the tile on the landing of the entryway (porch), replace the entry stairs, and add a ramp for ADA access to both sides of the porch to keep the entry symmetrical. Sidewalks will connect from the ramps and stairs to the street sidewalk. Work also includes adding a small area of additional parking on the northeast side of the building.

Although subject to further discussion, we have reviewed the preliminary design Scheme 2 and discussed ways in which to provide a similar design within your proposed budget, estimated at \$200K, with Sampson Construction. These changes are noted on the attached preliminary design sheets. We will work with your committee to finalize design options.

SCOPE OF SERVICES

The general scope of design services provided by each design firm shall be as follows:

Schematic Design Scope (2 weeks):

- Review the existing site and information provided and any available drawings of the existing building.
- We will develop schematic architectural drawings including site plan, floor plan and elevations for review and discussion.
- We will meet with you to review all schematic design drawings and discuss your desired direction, including budget and prioritizing elements of the project.
- Based on our meeting and comments on the initial schematic design, we will develop and submit a final schematic design package consisting of a floor plan, basic building elevations, ramp details, and basic site plan. This would be considered a 35% Design review. Once approved, we will move on to Design Development.
- Please note, we are not including any site civil engineering services or mechanical/electrical engineering services at this time. We have included fees for REGA Engineering to perform a survey of the site to establish elevations, grade and utility conflicts. If civil engineering drawings or mechanical/electrical engineering is necessary, we can provide an additional fee proposal from our engineering consultants.

Design Development Scope (2 weeks): After review and your approval of the schematic design, we will move on to Design Development, which will include:

- Develop architectural drawings including cross sections and detailed plans and elevations of the stairs and ramps.
- Establish construction materials based on prior discussions, and develop color options for your review.
- Work with the Structural Engineer to determine detailed information for the foundations for the new stair and ramps.
- We will provide a final Design Development set of drawings to you for review, and meet with you to discuss any questions. This will be considered a 65% Document Review.

Construction Documents, Bidding and Permitting Scope (2-4 weeks): After review and your approval of the 65% design development drawings, we will move on to final construction documents, which will include:

- Finalize and provide all necessary architectural and engineering drawings for a complete construction document set, ready for permitting and construction.
- Complete a full set of construction specifications, specifying all materials and construction requirements for the project as needed for Sampson to bid the project to subcontractors.
- Answer any questions during the bidding process

SCHEDULE

Based upon your approval of this proposal, we can begin immediately and anticipate this design process to take approximately 4-6 weeks.

FEES

Based upon the previously described scope of services, Erickson Sullivan Architects and our consultants propose to provide all services for a lump sum fee of \$16,500. Invoices will be sent monthly, based upon the percentage of work completed, payable within 45 days.

Please note, this fee is based upon the described scope of services. Alterations to the above fee may be made upon mutual agreement with the Owner. These alterations may be required due to revisions to the project scope, budget, schedule, or other changes not identified in this proposal.

If you find this proposal agreeable, please sign and return one copy of this proposal as our Notice to Proceed.

We appreciate the opportunity to be of service to the City of Seward and look forward to collaborating with you on this project. Please don't hesitate to call if you have any questions or comments.

Thank you!



Trevor L. Hull, AIA – Principal
Erickson Sullivan Architects

Accepted by: _____

On behalf of: _____

Date: _____

CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 2/17/2026

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

- Monitoring a number of street projects including: East Seward (final items), design on East Hillcrest, drainage near Park Street & Bradford Street (seeding), design of 5th and Bradford/Roberts Drainage, Design of Lindell and Jackson Reconstruction, construction of Worthmann Blvd extension.
- Water Tower project underway. Working on cellular installations, electric connections, fiber connections and demolition planning for old tower. Was able to camera interior piping of new tower with extra ordinary problem solving from Water Director Brandon Koll and Water Utility Maintenance Worker Shad Rathjen.
- Check in meeting with Building and Zoning Staff.
- Met weekly with Jonathan Jank (SCCDP) to update on the status of economic development items.
- Held weekly Department Head Meetings.
- Responded to inquiries from project team related to site visit for potential economic development project.
- Conducted Department Head 3 month meet up with all one (1) department head.
- DARI Weekly onsite trailer meeting.
- Golf Course Shop Manager interviews.
- City of Seward (Greg Butcher) was elected to the NPPD Wholesale Customer Committee. This will require 4-5 additional meetings a year to work on items with the elected NPPD board related to the needs of wholesale customers.
- Met with concerned citizen regarding dumping/littering at the Seward Recycling Center.
- Worked on extensive employee handbook changes with City Clerk/HR Director.
- Met with Fire Chief Mifflin regarding finance items.
- Working with ALLO and various department to get ALLO service installed at most facilities.
- Conducted monthly meeting with the fulltime Wellness Center team. Reviewed plans and operations for the annual Seward Showcase basketball tourney.
- Conducted a semi-annual CARC Committee meeting to review the operations of the LB 840 Program.
- Revied application for LB 840 Funds by Kach 133 LLC along with Finance Director and Councilmember Miller. Worked with applicant to get additional information.
- Met with representatives from Black Hills Energy and Northern Natural Gas to discuss moving the town boarder station near St. John's CDC to the intersection of Waverly and Karol Kay.
- Reviewed items related to the Seward/Saline County Solid Waste Agency and potential restructuring.
- Held a Bizco Cybersecurity Training for all Department Heads.
- Met with City Engineer and representatives from Concordia to review easements and project plans for the E. Hillcrest reconstruction project (Eastridge to Plum Creek).
- Reviewed items related to wastewater discharge results from Petsource with Wastewater Director Koll.
- SRF discussion with Bond Attorney Mike Rogers regarding SRF funds for the new Water Tower.
- Attended Seward Leaders Hotel Meeting hosted by SCCDP.
- Attended online training/presentation by Cline Willaims regarding "Accommodation and Leave Issues under State and Federal Law"
- Monitored a number of items before the Nebraska Legislature.
- Off Thursday February 12th afternoon to hang out with my mom on her 70th Birthday.

Police Department

- Getac & Bizco onsite for software update
- Suicide Prevention Coalition Meeting
- Zuercher Stakeholders meeting
- Nebraska Tourism Awards Reception
- Scams & Frauds Against the Elderly

City Clerk/Human Resources/City Hall

- Employee Handbook Changes Review Draft with Greg
- Meet with Jamie to discuss Dowding Pool
- CCCFF Grant for Civic Center due by Friday
- Waiting to hear feedback from State about updated Sales Tax map
- Staff Training February 19 for money handlers

Water/Wastewater Department

- Dari LLC Fire Main Meeting
- Worthman Phase III Pre-Construction Meeting
- Potentially camera new tower fill pipe with Olsson and Maguire Iron
- Temporary WW Treatment Discussion
- Data Collection for JEO H2O study

Parks and Rec/Cemetery/Golf/Pool

- Brent pruning new trees in parks and on golf course
- Painting new trash barrels for parks
- Removing tree debris, along the trail and taking down trees in Moffitt park
- Installing flooring at the cemetery

Civic Center

- Tectum installation ongoing
- Plumbing difficulties re-crumbling 4-inch pipe under the 2-inch drain
- Quiz Bowl Wednesday

Electric Department

- Replace anchor on S 2nd Street
- Pull poles around town
- Tree trimming ground cut trees circuit #91
- Fix bad underground on several streetlights
- Work on prices for single and three phase services for Ben Benson
- Allo install at electric shop Monday
- Fix primary riser East Hillcrest
- Dari – work with Primus conduit installation

Street Department

- Service Equipment
- Stump Removal
- Cleanup Tree Removal
- Put up new location signs
- Work on Shop doors

Library

- Reader's Choice book group
- Staff meeting
- Electrician for lighting quote
- Kent Munster bringing samples for various projects
- NLA Committee meeting in LaVista
- Employee Soup Cook-off

Building Inspection/Planning Department

- Planning Commission – Kill Devil Aviation update
- B&Z Check in – Airport zoning board discussion.
- Sales Tax/Annexation – Sara is working on additional needs for the sales tax update with Derek. Waiting for their mailing address.
- Black Hills Energy – TBS 01 discussion.
- Dari LLC – Meeting Wednesday 3:00pm in the Primus trailer.
- Civic Center – Basement 4” sewer collapsed, Codr is preparing quote for repair. West restrooms are out of order until further notice.
- Chad Withers – No update on utility capping.
- Employee Soup Supper – Friday 11:00 to 12:00, Library.
- Project Valor – Sending out platting requirement list and an example of needed items for approval.

Engineering

- BH Energy – TBS 01 relocation, fence repair at burn pile
- Rail Campus Watermain Extension Phase III – Precon meeting
- East Hillcrest Drive –R.O.W and easement docs
- 500k Water Tower – camera, T-Mobile and AT&T eqpt relocation construction documents, SRF loan, Last Mile demo of communication eqpt.
- WWTP Upgrade – update metering manhole bid documents, temporary treatment options, Thiele Geotech boring contract.
- DARI LLC –metering manhole quote, Rev 12 site civil drawing edits
- Worthman Blvd Extension – single pour, half of Plum Creek Seed driveway.
- Water System Study – initial information gathering
- Rail Campus Watermain Extension Phase II – letter on liquidated damages, final payment
- Plum Creek Bridge – bid letting delayed (Mar 12 or Apr 9), City resolution

Finance Department

- Claims
- Balance January financials
- Utility bank bills
- Payroll clean up

Seward Wellness Center

- Unpack and debrief regarding the Seward Showcase
- Black Hills Energy Visit

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

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

MOTION TO ADJOURN

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