



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

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

CLAIMS LIST
3/3/2026
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

Aaron Steffensmier	RI	31.00
Alan Cihal	RI	79.00
All Road Barricades Inc	SU	962.89
Amazon Capital Services Inc	SU/MAT	2,343.43
Aqua-Chem Inc	SU	1,709.25
Awards Unlimited Inc	EX	1,428.00
Bizco Technologies	IT	8,941.65
Blue River Electric LLC	RE/BU	1,218.22
Border States Industries Inc	INV/SU	37,497.72
Capital Business Systems-WY	RE	150.00
Capital Business Systems-TX	SE	974.08
City Seward Buildings/Grounds	OP	4,000.00
City Seward Electric Fund	UT	56,499.85
City Seward Library Petty Cash	PF	53.85
Codr Plumbing & Excavating	BU	4,215.52
Constellation Newenergy Gas	UT	1,736.22
Dan Cerny	RI	137.85
E M C Insurance Companies	INS	500.00
Eakes Office Solutions	SU	701.12
ECES Inc/Campbell Cleaning	SE	1,200.00
Electronic Contracting Co	SE	240.00
First Choice Vending Co	EX	411.00
Hawkins Inc	SU	1,922.51
Hireright LLC	MC	41.90
Husker Electric Supply Co	SU/BU	215.00
James Kimsey/Black Diamond Auto Detailing	MC	150.00
JEO Consulting Group Inc	CI	48,007.50
Jon Ficke	RI	20.92
Last Mile Network LLC	IT	75.30
Lee's Refrigeration	SE/RE	325.01
Lincoln Tent Inc	GU	959.40
Lincoln Winwater Works Co	RE	138.35

Logan Dixon	RI	79.00
Logan Gleason	RI	79.00
M E Collins Contracting Co	CI	80,062.17
McMaster-Carr Supply Co	OM	140.21
Metering & Technology Solution	RE	1,694.85
Midwest Turf & Irrigation	RE	542.61
Miller Seed Co	RE	293.73
Municipal Supply Inc of Omaha	RE	601.63
Nebraska DAS Acct OCIO	SE	231.00
Nebraska Equipment Inc	SU	373.15
Nebraska Public Health Env Lab	TE	171.00
Nextlink Internet	UT	103.35
Nifco Mechanical Systems Inc	SE	200.00
Norris Public Power District	SE	193.05
Olsson	ENG	785.50
O'Reilly Automotive Inc	SU	55.89
Overhead Door Co Lincoln Ne	BU	571.40
Point C/Mid-American Benefits	INS	562.00
Quill Corp	SU	34.49
Roger Wittrock/Pizza Kitchen	ML	656.70
Sam's Club	MC	4.05
Sapp Brothers Petroleum Inc	GS	9,347.18
Schemmer Architects Engineers	CI	23,511.87
Security Equipment Inc	BU	467.16
Seward County Chamber & Development	RI	232.11
Seward Public Schools	EX	625.00
Sports Express	MC	410.80
Suhr & Lichty Insurance Agency	INS	19,663.00
Summit Fire Protection	BU	255.00
Tim Hobson/Hobson Automotive	RE	802.28
Trimax Mowing Systems	RE	208.51
Tyler Pulec/Flannel Man Construction	BU	5,100.00
U S Cellular	UT	133.08
Uribe Refuse Services Inc	SE	3,350.90
VISA		20,658.51
SMTP2GO	IT	75.00
League of Municipalities	TR	1,460.00
Gov't Finance Office	TR	110.00
Allo	UT	432.11
Walmart	SU	882.50
Superior Promos	SU	227.55
NEMSA	MS	1,615.00
Emergency Solutions	IT	157.18
NFPA	TR	238.53

Les Lukert Conference	TR	-215.00	
AT&T	UT	81.08	
Third Alarm Cowboys	TR	72.00	
GoPro	BU	564.33	
USPS	PF	111.61	
Quill	BU	108.28	
NDEQ	TR	280.00	
Amazon.com	SU/BU	1,724.44	
Revolution Wraps	FA	1,214.97	
Skullvibe	MC	238.20	
IACP	MS	220.00	
Seward County Motor Vehicles	MC	17.00	
Weathertech	MC	143.05	
UNO	TR	499.00	
Skedda	MC	1,787.95	
Sparetime	ML	117.73	
Runza	ML	198.79	
Valentino's	ML	146.93	
Herpolsheimers	RE	72.32	
Bluebeam	IT	330.00	
NNLA	TR	180.00	
Etsy	GU	34.40	
Constant Contact	MC	26.00	
ForeUP	IT	725.63	
UNL	TR	218.54	
Home Depot	RE	895.43	
Tracfone	UT	33.06	
Int'l Code Council	MS	385.00	
Adobe	IT	506.24	
Best Buy	FA	1,689.98	
The Webstaurant Store	EQ	596.73	
Brunt Workwear	UN	166.61	
Holiday Inn Express	TR	286.94	
Phillips 66	GS	40.31	
The Fort	UN	446.88	
NMPP Energy	TR	611.92	
Sam's Club	SU	904.29	
Vrba Construction Inc	CI		15,423.02
Wesco Distribution Inc	INV/SU		5,593.77
White Cap LP	SU		537.78
York Equipment Inc	RE		1,222.90
		TOTAL	\$371,864.19

<u>Walmart</u>	<u>Amazon</u>	<u>Sam's Club</u>
12.41	119.88	114.45
56.42	13.55	605.32
21.35	39.98	27.08
55.11	177.95	157.44
435.86	85.99	
31.68	83.84	
34.55	316.49	
21.91	709.4	
31.32	177.36	
27.64		
116.56		
37.69		
882.5	1724.44	904.29

2. Seward County Chamber & Development Partnership Report

QUARTERLY REPORT SUMMARY



Prepared for SCCDP Members • February 2026

- Submitted economic development proposals for Project Valor (data center; Pitsch Property, Knox Site, and Matzke Site), Project Share (construction machinery rental company; Milford I-80 Site), Project Ridge (crop protection product and seed technologies company; various existing 10,000 square foot buildings), Project Elite (construction products company; various existing 6,000 square foot buildings)
- Hosted site visits on January 2 for Project Ridge, January 6 for Bakery in Seward, January 28 for Project Valor, and January 30 for Project Elite
- Conducted community site visits to Crete, Grand Island, and York to research potential hotel brands and designs to fit new hotel in Seward (local hotel feasibility study was completed in November 2024 to identify potential demand and ideal size of lodging facility)
- Seward County was selected to be one of seven hosts of a Regional Civics Bee in Nebraska engaging middle school students in civic engagement
- Seward was selected to participate in USDA research study about community leadership in partnership with University of Nebraska researchers
- Hosted 15th Annual Seward Christmas Festival on November 29, 2025 while dealing with weather challenges
- Hosted Annual Awards Banquet honoring the accomplishments of businesses and leaders across Seward County on January 27, 2026
- Continued efforts to build membership base for Seward County Young Professionals (SCYP) including hosting Coffee & Convos on November 20, 2025 and January 15, 2026
- Celebrated ribbon cuttings with SCCDP Ambassadors for Valued Merchant Services (November 19, 2025), Cafe on the Square (December 17, 2025), Timberworks and Trades City Coffee (January 21, 2026); groundbreaking ceremony for The Dairy Quarter (November 19, 2025)
- Hosted SCCDP Lunch & Learn about Seward County Education Facilities Updates on January 27, 2026
- Attended multiple statewide conferences/events including NebraskaGSD Kick Off Event (December 2, 2025), Aksarben's Nebraska Forward: Shaping Nebraska's Growth with Data, Insight, and Direction (December 8, 2025), Nebraska Chamber of Commerce Annual Meeting/Luncheon/Nebraska Business Hall of Fame Banquet (January 29, 2026); Nebraska Chambers Association Annual Meeting (January 30, 2026), and Nebraska Tourism Conference (February 11-12, 2026)
- Current childcare sub pool network partners with Seward County including Lincoln Littles, Lincoln County/North Platte, Norfolk, York County
- Presentations about SCCDP to Nebraska City Area Economic Development Corporation on December 4, 2025; Milford Childhood Learning Center on December 19, 2025; Stromsburg Strong Roots Collaborative on January 6, 2026; Nebraska Chamber of Commerce Annual Meeting on Childcare Panel on January 29, 2026; Black Hills Energy Ambassadors on February 9, 2026
- Connected resources for LB 840, TIF, grants, and/or available building and land to various business owners and brokers including companies that want to start or expand including bakery in Seward, commercial landlord in Seward, three housing developers in Seward, ag land developer in Seward, commercial spec building developer in Seward, sports club in Seward, data center in Seward, and salon in Seward
- Since the beginning of the gift card program in July 2022, SCCDP has sold \$301,394 in gift cards (9,183 individual cards); there are 50 participating businesses across Seward County
- Continued with consistent gains of followers/likes/shares on all of our SCCDP media platforms: Weekly electronic newsletter (Blue River Buzz - 47 new subscribers), video content in the BUZZ and the SCCDP YouTube Channel, articles in the local newspaper (Seward County Independent), Talk Seward Co. 73 downloads in the past 90 days; posted regularly on Facebook, Instagram & TikTok photos, video, and content posts to promote workforce development/quality of life opportunities
- Continuing to work on Entrepreneurial Operating System (EOS – Vision/Traction Organizer) and 2026 Implementation Plan goals that our staff is implementing on a weekly basis to ensure SCCDP's multiple-year strategic plan is being executed

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

THANK YOU TO OUR QUARTERLY REPORT SUMMARY SPONSORS!





PRESIDENT & CEO

Jonathan Jank

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



DIRECTOR OF MEMBERSHIP

Donna Hendrickson

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



DIRECTOR OF MARKETING & STORYTELLING

Joanie Brecka

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



COORDINATOR OF COMMUNITY AFFAIRS

Collin Hain

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



EXECUTIVE ASSISTANT & EXECUTIVE DIRECTOR FOR BRIDGES

Heidi Blank

The SCCDP Executive Assistant & Executive Director for Bridges is responsible for working with the President & CEO to accomplish the short and long-term goals of SCCDP through maintaining office systems and equipment including responding to general communications, helping members and visitors feel welcome, and providing administrative support as needed and working with the Board of Directors of Seward County Bridges to fulfill their mission. This position helps the SCCDP President & CEO work to fulfill the Vision Statement 2035.

3. Draft Minutes of February 17, 2026, City Council Meeting

February 17, 2026

The Seward City Council met at 7:00 p.m. on Tuesday, February 17, 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, Karl Miller, John Singleton, Matt Stryson, Tatum Tonniges, Rich Wergin. Councilmembers absent: None. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Mike Oneby, Building/Zoning & Code Enf. Director Tim Dworak, Library Director Becky Baker, Fire Chief Tayler Mifflin, 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. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Report (totaling \$1,086,386.21)
4. Police Department Report
5. Draft Minutes of February 3, 2026, City Council Meeting
6. Mayor Appointments to Boards and Commissions:
 - a. Appoint Jackson Jenkins and Preston Kuskie to the Seward Volunteer Fire Department Roster

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

PUBLIC HEARINGS

1. 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 relayed that a request had been received to amend the issued special use permit for Kill Devil Aviation for aviation maintenance and repair in the C-2 District. He noted that as plans progressed, the tugging of aircraft was not compatible with their business plan; therefore, their request would be to allow for helicopter landings on site instead. Mr. Dworak noted there was no guidance within City Code regarding helicopter landings within City limits for business purposes. The Airport Authority has reviewed the request and had no issues. Finally, he noted the Planning Commission reviewed and recommended approval of the amended special use permit unanimously.

Councilmember Wergin inquired as to how air traffic control would operate with the commercial business located adjacent to the Seward Municipal Airport. Greg Whisler, Airport Authority Manager, noted the Airport Authority was supportive of the business; however, as per their Federal Aviation Administration (FAA) grant funding they are not able to accommodate the business on site. Regarding air traffic control, which is not on site, the helicopter flights are expected to be infrequent and therefore should not pose a problem to operations at the Airport.

The public hearing was opened at 7:10 p.m., and was closed at 7:13 p.m. with the following comments:

- Steve Helmandollar (applicant)—noted he had worked with neighbors to identify a safe landing spot that would not affect neighbors; mitigating risk to his customers, the Airport, and the neighbors is at the forefront of his plan.

Councilmember Kolterman moved, seconded by Councilmember Singleton, to approve the requested update to the Special Use Permit issued to Kill Devil Aviation for a site at 1253 280th Road.

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

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

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

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

2. PRESENTATION AND ACCEPTANCE OF THE ANNUAL LIBRARY REPORT

February 17, 2026

Library Director Becky Baker presented the 2025 annual report. A few items of note: attendance reached 57,533 (increased) and the collection totaled 112,272. Appreciation was expressed for how the Seward Memorial Library is operating.

Councilmember Wergin moved, seconded by Councilmember Francescato, to approve the 2025 Seward Memorial Library annual report as presented.

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

Nay: None. Absent: None. Motion carried.

3. PRESENTATION AND ACCEPTANCE OF SEWARD VOLUNTEER FIRE DEPARTMENT ANNUAL REPORT

Fire Chief Taylor Mifflin presented the 2025 annual report. Some highlights included: a net gain of two new members – seven joined, five left; training hours increased to 2,876 total; calls lowered to 694 total (less than 2024); and the total response time improved to 9 minutes and 3 seconds (10:42 in 2024, much less than 15 minutes average nationally). Councilmember Francescato inquired about the increase in fire calls in 2025 and the possibility for new equipment acquisition through Seward County mutual aid. Mr. Mifflin opined the increase in fire calls was possibly due to drought conditions or the mislabeling of carbon monoxide investigations into the incorrect category in the system. Regarding apparatus acquisition through mutual aid, Mr. Mifflin reported that it was expected Seward would receive funding in 2028 for a pumper truck. Appreciation was expressed with how the Seward Volunteer Fire Department is operating.

Councilmember Francescato moved, seconded by Councilmember Kahler, to approve the 2025 Seward Volunteer Fire Department annual report as presented.

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

Nay: None. Absent: None. Motion carried.

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

Mr. Dworak informed the request was attached to the expected construction of a four-plex at 428 N 3rd Street to improve the parking situation of future tenants. The developer would pay for installation and maintenance of four stalls street-side and four stalls alley-side, with the possibility of adding more if 422 N 3rd Street is developed. City staff generally recommended approval as it would allow for safer traffic conditions for emergency apparatus and is at no cost to the City.

Councilmember Francescato moved, seconded by Councilmember Singleton, to approve the establishment of eight parking stalls to be installed and maintained by the property owner of 428 N 3rd Street as requested.

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

Nay: None. Absent: None. Motion carried.

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 indicated the agreement would allow the City to understand the weight-bearing impacts to the soils at Seward Wastewater Treatment Facility due to the revisions in the design plan to accommodate DARI, LLC.

Councilmember Singleton moved, seconded by Councilmember Wergin, to approve an agreement with Thiele Geotech Inc. for engineering services related to the Wastewater Treatment Facility Improvement Project as requested.

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

Nay: None. Absent: None. Motion carried.

6. CONSIDERATION OF A PAYMENT TO WILSON & COMPANY IN THE AMOUNT OF \$127,926 FOR FLAGGING SERVICES PROVIDED BY BNSF RAILWAY DURING THE WORTHMAN BVLD PHASE III PROJECT

Mr. Oneby noted that as per BNSF regulation, flagging would be required while boring under the rail line related to the Worthman Blvd Phase III project. Flagging would ensure safety for the construction crew as well as train operators. He noted the possibility of a refund if the actual hours were less than the pre-paid amount.

Councilmember Tonniges moved, seconded by Councilmember Kahler, to approve a payment to Wilson & Company in the amount of \$127,926 related to the Worthman Blvd Phase III Project as requested.

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

Nay: None. Absent: None. Motion carried.

7. CONSIDERATION OF A RESOLUTION TO REVISE CEMETERY FEES/POLICIES

City Clerk Bargmann informed that upon review of Resolution 2026-1, a few items were still in need of revision. As such, the presented resolution would more accurately reflect the recommended changes from the Cemetery Board to go into effect on March 1st at all municipally-ran cemeteries.

February 17, 2026

Councilmember Wergin introduced **Resolution No. 2026-5**, to enact revisions to the Seward cemetery fees and policies. Councilmember Francescato moved, seconded by Councilmember Kahler, to approve the resolution as presented.

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

Nay: None. Absent: None. Motion carried.

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 indicated ADA enhancements to the south entrance were being considered with the next phase of construction at the Seward Civic Center. The design will allow for construction to proceed after funding is secured.

Councilmember Kahler moved, seconded by Councilmember Kolterman, to approve the proposal from Erickson Sullivan Architects to complete design services for the south entrance of the Seward Civic Center as requested.

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

Nay: None. Absent: None. Motion carried.

CITY ADMINISTRATOR'S REPORT

Councilmember Singleton moved, seconded by Councilmember Wergin, that the City Administrator's report of February 17, 2026, be accepted.

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

Nay: None. Absent: None. Motion carried.

STRATEGY SESSION

1. STRATEGY SESSION WITH CITY ATTORNEY REGARDING REAL ESTATE INTERESTS

Councilmember Kolterman moved, seconded by Councilmember Kahler, 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, Miller, Singleton, Stryson, Tonniges, Wergin.

Nay: None. Absent: None. Motion carried.

Mayor Eickmeier stated the Council has voted to go into closed session at 8:01 p.m. for the protection of public interest and to discuss real estate interests.

At 8:31 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Francescato, Kahler, Kolterman, Miller, 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 Kahler, that the February 17, 2026, City Council Meeting be adjourned.

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

Nay: None. Absent: None. Motion carried.

Adjourned approximately 8:31 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

4. Mayor Appointments to Boards and Commissions:
 - A. Re-Appoint Ryne Seaman to the Community Redevelopment Authority for a 5-Year Term
 - B. Re-Appoint Ann Underwood and Trish Johnson to the LB840 Sales Tax Application Review Board for a 3-Year Term
 - C. Re-Appoint Megan Kahler to the Seward County Chamber & Development Partnership Board for a 3-Year Term

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Presentation and Discussion of Functioning and Progress of the Seward Economic Development Plan - City Administrator Butcher

**CITIZENS ADVISORY REVIEW COMMITTEE
FOR THE LB 840 ECONOMIC DEVELOPMENT PLAN
SEMI-ANNUAL REVIEW REPORT**

To: The Seward City Council
From: Citizens Advisory Review Committee - LB 840 Economic Development Plan
Date: March 3, 2026
Re: Semi-annual review report required by the Economic Development Plan

The Citizens Advisory Review Committee (CARC) is a committee of registered voters appointed by the Mayor (and affirmed by the City Council) to review the Economic Development Plan (the Plan) established under LB 840. The CARC mainly reviews the actions taken by the LB 840 Application Review Board (ARB). The ARB is the committee that has the authority to spend the LB 840 funds.

The CARC met on February 11, 2026, to review the functioning and progress of the Plan. The meeting consisted of discussions about the following:

1. An LB 840 Activity Report was distributed to the CARC in advance of the meeting. The City Administrator walked the CARC through recent activity from October 1, 2025, thru December 31, 2025. The cash balance to the LB840 Economic Development Fund sat at \$384,666 as of the end of the term.

2. A copy of the general ledger reports including a report of all transactions from 10/1/25 to 12/31/25 was distributed prior to the meeting. No payments were made during this time frame. The monthly \$12,000.00 contributions from City sales tax to economic development and other repayments continue. It was noted Audra Jensen for the Sixth Street Café continues to make advanced payments. Still pending distribution was \$64,000 to the loan for Bottle Rocket Brewing for CDBG refinancing. One pending application from Kach 133, LLC on behalf of Pour Choices, Pints and Plates was discussed.

City Administrator, Greg Butcher noted Polytech/Hexagon is in default of their loan. The City is second in line for the deed of trust, and no other guarantees were secured. Owner is selling building, potentially not enough sale proceeds to cover remaining LB840 loan. Polytech/Hexagon still owes approximately \$46,381 in principle. City Attorney Kelly Hoffschneider will begin working on this loan default.

The CARC notes that it does not audit nor does it verify the numbers submitted to it in the general ledger reports. It is our understanding that these accounts are audited during the annual overall audit that is done on the city's financial records.

ADMINISTRATIVE ITEMS

1. Items Related to the Wastewater Treatment Plant Facility Improvements Project - Colin Marcusen, SEH
 - A. Consideration of Approval of Amendment #4 in the Amount of \$630,209.00 to the Agreement with SEH, Inc. for Design and Bidding Services

Supplemental Letter Agreement

In accordance with the Agreement for Professional Services between City of Seward (“Client”), and Short Elliott Hendrickson Inc. (“Consultant”), effective October 18, 2021, this Supplemental Letter Agreement dated March 3, 2026 authorizes and describes the scope, schedule, and payment conditions for Consultant’s work on the Project described as: **Wastewater Treatment Facility Improvements Design and Bidding - Amendment 4.**

Client’s Authorized Representative: Greg Butcher

Address: 537 Main St, PO Box 38, Seward, Nebraska 68434

Telephone: 402.643.2928

Email: greg.butcher@cityofsewardne.gov

Project Manager: Colin Marcusen

Address: 15750 West Dodge Road, Suite 304, Omaha, Nebraska 68118

Telephone: 3202294359

Email: cmarcusen@sehinc.com

Scope:

The scope of the design project has changed significantly due to changes in industrial flows, loads and timing of production. Additionally, changes related to the metering and sampling project for the industry, need for temporary treatment, and need for WWTF design changes have had impact to scope and fee of the project. The following scope changes describe each item in detail. The number references for scope items are related to those numbered items in Amendment 3 Supplemental Letter Agreement.

1. **Scope Item 1:** The previous Amendment noted bidding of the previously designed project in order to secure a low interest loan through the State of Nebraska. We did not have to bid the project in order to secure this loan. However, SEH was involved in multiple iterations of calculations related to proof-of-rates to take on the debt service. As such, several iterations of the rate study were completed for different loan amounts, terms, and also construction estimates. Our teams saved time by avoiding the bidding process but spent time on these other items resulting in no cost changes associated with this scope change.
2. **Scope Item 3.a:** The original scope item relates to review of industry pretreatment system drawings and review and assistance with pretreatment agreements. SEH has been involved in multiple iterations of flow and load discussions, development of surcharge limits, and related SBR design loading associated with changes in industrial flows and loads. This effort has gone over the 40 hours anticipated in the scope by 20 hours. SEH is still assisting with MOU work and we anticipate another 40 hours of process engineer work and 8 hours project management.
3. **Scope item 3.c.:** The previous Amendment scope item describes design of a metering and sampling manhole structure. The scope of this design has changed multiple times, leading to additional design work. The scope also noted that the design documents would be developed based on the industry’s contractor completing the work as a change order under current contract with the industry. However, it’s likely the plans and specifications will need to be split into multiple bid packages. This scope item is approximately \$40,000 over budget currently and we anticipate additional effort to create three separate bid packages for the project, noting items to be provided by the industry or City. Opinion of Probable Construction Cost will be developed for each bid package.

4. **Scope Item 3.d:** The previous Amendment scope described SEH's assistance in selecting Interim/Temporary Treatment processes to be used while the WWTF is under construction to treat high-strength loading from DARI. SEH has had additional time to analyze treatment alternatives and locations. After settling on the 2nd Street Lift Station location, we will have additional time for site design and lift station improvements and development of opinion of probable construction cost at two stages – 50% and 100%. For the purposes of this scope, SEH assumes that the design for temporary treatment will be developed as a change order to the WWTF project rather than being bid separately. However, we assume that the design documents will need to be reviewed by DWEE. Further, we assume that the floodplain modelling and permitting will be accomplished by others and that the City will haul sludge from the system to the wastewater treatment facility for storage. No biosolids stabilization, thickening, or dewatering designs are included in this scope. The treatment equipment proposed to be used for temporary treatment will be rented by the City. The rental agreement between the treatment equipment manufacturer and the City is a separate agreement. Performance of the temporary treatment system is the responsibility of the treatment equipment manufacturer and operation of the system will be conducted by the City. SEH anticipates 553 additional hours to complete these tasks.
5. **Scope item 4.c.:** The previous Amendment scope for Secondary Treatment Alternative Analysis was described under this item. We have revised the design of several processes for the wastewater treatment facility expansion.
 - a. Building 20 – Operations Building – will have a chemical room added. The changes in layout to the building require changes in HVAC and plumbing design, and architectural review for egress. The chemical room will also likely require fire protection sprinkling.
 - b. Structure 30 – SBR Structure – will be modified by increasing the height of walls for the basins to add treatment capacity. This requires redesign by structural and geotechnical and hydraulic calculations by process.
 - c. Structure 80 – Cake Sludge Storage – has been relocated and the design will need to change based on accessing the building from the long side of the structure vs. the short side as originally designed. As described in previous scope language, SEH will prepare siting drawings and write a performance-based specification for a contractor to design and construct a membrane-covered metal frame building to be used for Cake Sludge Storage.

These changes require additional time for preliminary and final design by all design disciplines. For all additional work related to the WWTF design, SEH anticipates 1,024 additional design hours.

6. **Scope item 5:** The previous Amendment scope notes project delivery using the Construction Manager at Risk (CMAR) method. The City has decided on a more traditional design-bid-build method of project delivery. SEH has some time savings for development of an RFQ for a CMAR, however, there are design tasks that the CMAR would have accomplished that SEH will now need to complete such as opinions of probable construction cost, constructability reviews, sequencing reviews, bidding and award of the project. These additional task add 447 hours to our effort.
7. **New Task - Additional Geotechnical Exploration:** Structure locations have been revised and Structure 50 has been added to the design. Because of added and relocated structures, SEH recommended additional soil exploration work be completed. While the City has contracted directly with the geotechnical exploration firm, SEH's geotechnical, process, and civil staff have had additional time to scope and coordinate the drilling effort. Our geotechnical staff will interpret the soil borings and create a geotechnical design report which will inform foundation and structural designs. The additional geotechnical effort adds 104 hours to our scope.

8. **New Task - 2nd Street Lift Station Modifications:** Additional flow will be introduced to the 2nd Street Lift Station in the future from domestic and industrial development. SEH was asked by the City to analyze the capacity of the lift station and forcemain and make recommendations to increase the capacity in the future. Some of the improvements suggested will be incorporated into the site design for the Temporary Treatment process to be constructed at this lift station. The design work for the lift station is described below and includes 404 hours of additional design work:
- a. Assist the City in performing a pump drawdown test to evaluate existing pump station capacity, pump configuration, piping, valves, VFDs, controls, and SCADA integration. SEH project manager and project engineer will be on site to perform the drawdown testing.
 - b. Pump Station Capacity and Equipment Modifications
 - i. Confirm practical maximum firm capacity of the station based on hydraulic analysis
 - ii. Develop design alternatives for pump station upgrades including replacement of two older pumps (one pump out of three is relatively new) to achieve the desired lead-lag-standby configuration
 - iii. Prepare design for pump replacements including pump sizing, materials, and compatibility with existing or proposed VFDs
 - iv. Evaluate condition and suitability of existing VFDs and incorporate replacement or reuse into the design as appropriate.
 - c. Piping, Valves, and Appurtenances
 - i. Design modifications to station piping to address undersized sections, excessive velocities, and operational constraints
 - ii. Prepare design for replacement of existing swing check valves and associated isolation valves
 - iii. Incorporate air release and air/vacuum valves at appropriate locations within the station and along the forcemain to improve hydraulic performance and reduce air-related issues
 - d. Flow Metering improvements
 - i. Design improvements to ensure accurate flow measurement including relocation of the flow meter, forcemain profile adjustments, such as gooseneck configuration, and associated air management features
 - ii. Prepare design for new metering manhole and associated piping, valves, and access features
 - e. Controls, Electrical, and SCADA Integration
 - i. Coordinate pump control logic with proposed equipment upgrades, including sequencing, alarms, and operational setpoints
 - ii. Incorporate electrical and instrumentation modifications required for new pumps, VFDs, valves, air release devices, and flow metering.
 - iii. Coordinate design with the City's existing SCADA system, including current radio communication and planned future fiber integration.
 - f. Temporary Treatment and Construction Coordination
 - i. Coordinate lift station design and construction with planned temporary treatment facilities to minimize operational disruptions and optimize construction sequencing
 - g. Plans, Specifications, and Cost Estimate
 - i. Prepare construction plans, technical specifications, and contract documents. As noted above, these improvements are planned to be priced and constructed either as part of the WWTF project bid set or as a change order to that project. Separate bid document preparation for the lift station is not included in the scope of this Amendment.
 - ii. Prepare a cost estimate for the lift station and metering improvements

Schedule:

SEH has already begun work on some of these efforts, but will continue development of temporary treatment and WWTF Improvements bidding documents upon receipt of written authorization. This authorization is assumed to be received at the City Council Meeting on March 3, 2026. The following schedule is anticipated:

Council Approval of Temporary Treatment Rental Agreement	March 3, 2026
WWTF Preliminary Layouts (30%) Complete	March 31, 2026
Final Layouts (60%) Complete	May 2026
Construction Drawings Complete – submit to DWEE	June 2026
Receive Comments from DWEE and Advertise for Bidding.....	August 2026
Bid Date	September 2026
Award of WWTF Construction Project.....	October 2026
Initiate Construction of Temporary Treatment Project.....	November 2026
Complete Construction/Startup Temporary Treatment	April 2027
Substantial Completion WWTF Project	October 2028

Payment:

The additional scope laid out in this Supplemental Letter Agreement amounts to a total Amendment of \$630,209.00, including expenses and equipment. This additional fee increases the not-to-exceed amount from \$2,998,479.92 to \$3,628,688.92.


The original agreement and all amendment fees are hourly estimated to be \$3,628,688.92 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in Exhibit A-1, as attached to the original agreement.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of Seward

By: 
 Full Name: Susan Danzl
 Title: Principal

By: _____
 Full Name: _____
 Title: _____

Item Number	Description of Change	Approximate Cost	Disciplines Involved in Change	Comments
1	Scope item 1 - we did not bid the project in order to secure the State Revolving Fund Loan. However, SEH was involved in multiple iterations of calculations for proof of rates being adequate to pay the loan. This involved several rate study revisions.	\$0.00	Project Management, Process, Rate Study team	The time savings from bidding and the time added with the rate study work cancelled each other. No change in price, only scope.
2	Scope item 3.a - SEH has been involved in multiple iterations of flow and load discussions, development of surcharge limits, and related SBR design loading associated with the industry. This effort has gone over the 40 hours anticipated in the scope.	\$15,854.00	Project Management, Process	Assistance with MOU agreement, discharge limits, review of pretreatment drawings, etc. went over the 40 hours projected in the amended contract by approximately 20 hours. SEH is still assisting with MOU work and we anticipate another 40 hours related to this effort for process and 8 hours project management.
3	Scope item 3.c - the scope of the design of the metering and sampling structures for the industry has changed, leading to additional design work. Furthermore, the project plans and specifications were developed based on the industry's contractor completing the work as a change order under current contract with the industry. If the work is split and/or if the City needs to construct the project independently, the project will need to be publicly bid and as such the design documents will need to be revised to allow for bidding. SEH will have additional time for document preparation, bidding assistance, and shop drawing review and to split the set into three independent bid sets.	\$109,655.00	All Disciplines	SEH is currently about \$40,000 over the original amount in the contract for this task because of several iterations of changes in the site plan by DARI. We are in the process of revising the plan set again to show what items are included and which are excluded from the project. We anticipate we'll need to split the project into three separate plan and specification sets, which will take a significant effort - we are estimating 462 hours for this.
4	Scope item 3.d - Interim Treatment. The original scope assumed analysis of two temporary treatment solutions and assistance with development of a rental agreement. This analysis has changed significantly. Instead of the treatment system being located at the DARI site, it is planned to be placed at the 2nd Street Lift Station. Site design, and lift station improvements will be needed. SEH has additional time for both. Additionally, the system will require a manhole to be installed upstream of the existing wetwell to allow for pumping into the treatment system. Effluent from the treatment system will flow into the existing 2nd Street Lift Station wetwell. This effort also includes floodplain permitting.	\$120,156.00	Project Management, Process, Structural, Geotechnical, Electrical, Civil	For the purposes of this scope, SEH assumes that the installation plans and specifications for this system will either be included in the WWTF bid set or will be added as a change order after the WWTF is bid and awarded. 553 additional hours of effort are included.
5	Scope item 4.c - Secondary Treatment Alternative Analysis. Based on input from Xylem, the SBR equipment supplier, and additional flow and load information from DARI, we have revised the design of several of the proposed plant processes. Building 20 will have a chemical room added, which was not anticipated in the original contract scope. Structure 30, the SBR structure, will be modified by increasing the height of walls for the SBR basins to add treatment capacity. Structure 80, the Cake Sludge Storage structure design will be revised based on access from the long side of the structure rather than the short side as originally designed. These changes require additional time for preliminary and final design by all design disciplines.	\$167,889.00	All Disciplines	These hours reflect only those design changes that have occurred or are planned since the previously executed Amendment in July, 2025. 1024 additional design hours are included.
6	Scope item 5 - the project did not progress using CMAR as originally assumed. While SEH is saving time in not having to develop an RFQ for the CMAR, there are design tasks such as development of opinions of probable costs, constructability and sequencing reviews, and bidding and award of the project that SEH is responsible for rather than shifting responsibility to the CMAR.	\$97,939.00	All Disciplines	Some of these hours were removed for the Amendment executed in July, 2025, to reflect the CMAR performing the listed tasks. We are now adding those hours back in to SEH's expected effort. 447 additional hours are included.
7	Structure locations have been revised and Structure 50 is an additional structure from the original design. Because of the added and relocated structures, SEH recommended additional soil exploration work be completed. Out Geotechnical, process, and civil staff have had additional time to scope and coordinate the drilling. Out geotechnical staff will interpret the soil borings and create a geotechnical design report which will inform the foundation and structural designs.	\$27,437.00	Project Management, Process, Geotechnical, Civil	The dollar amount and hours listed here also include additional analysis of soils to inform design of improvements at the temporary treatment site and the WWTF by our geotechnical team. 104 additional hours are included.
8	Additional flow will be introduced into the 2nd Street Lift Station in the future from domestic and industrial development. SEH was asked by the City to analyze the capacity of the existing lift station and forcemain and make recommendations to increase the capacity in the future. Some of the improvements, such as wetwell size, location, and installation may be incorporated into the temporary treatment design.	\$91,279.00	Project Management, Process, Civil	Lift station design includes pump drawdown, capacity calculations, pump replacement, piping and valve replacement, gooseneck configuration, new meter manhole, and controls/SCADA. 404 additional hours are included.
9				
10				
11				

TOTAL: \$630,209.00

- B. Consideration of Approval of a 24-Month Rental Agreement (\$2,026,200 Total) with Aqua Aerobic Systems, Inc. for a Temporary Treatment System Required by DWEE for DARI LLC Wastewater



Building a Better World
for All of Us®

DRAFT MEMORANDUM

TO: Michael Oneby, PE
FROM: Colin Marcusen, PE
DATE: February 19, 2026
RE: Seward WWTF Temporary Treatment Basis of Design
SEH No. SEWAC 163917 14.00

BACKGROUND AND SCHEDULE

The Seward WWTF will receive a plant-wide upgrade including replacing the trickling filters with SBR secondary treatment and replacing the anaerobic digesters with aerobic digesters. The upgraded WWTF will be designed with capacity for DARI, the incoming dairy industry, but DARI will be producing wastewater before the upgraded WWTF is online. DARI's waste will add more load than the existing WWTF can handle, therefore temporary supplemental treatment is recommended.

DARI plans to start discharging in January 2027. The upgraded WWTF is not anticipated to be on-line until Fall 2028. Therefore, temporary treatment would be needed for over 1.5 years.

The purpose of this memo is to outline the basis of design for the temporary treatment system and present options for temporary treatment technologies and costs.

DARI LOADING

DARI has a pretreatment process consisting of a 150,000 gallon equalization tank, a 2.4 MG ADI-BVF low-rate anaerobic reactor, and a 150,000 gallon sulfide oxidation tank with diffused aeration.

The ultimate design conditions of DARI Phase I is 287,000 gpd (200 gpm) with pollutant loadings as shown in Table 1.

TABLE 1: DARI Phase 1 Design Load to WWTF

Parameter	Load (lb/d)	Concentration (mg/L)
BOD ₅	720	300
TSS	840	350
TKN	590	245
TP	48	20

Phase 1 was originally projected to occur over a 7-year build-out period, reaching design conditions in Year 7 (2033) as shown in Table 2. The basis of this temporary treatment system assumes the build-out schedule provided by DARI is accurate and thus the flows and loads in Year 2 (2028) are the largest average design loading the WWTF will receive before the SBR system is operating.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

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TABLE 2: DARI Phase 1 Build-Out Schedule

Year		Flow (gpd)	BOD5 Load (lb/d)	TSS Load (lb/d)	TKN Load (lb/d)	TP Load (lb/d)
Year 1	2027	12,330	31	36	25	2
Year 2	2028	149,284	374	436	305	25
Year 3	2029	194,083	486	567	397	32
Year 4	2030	235,434	589	687	481	39
Year 5	2031	262,300	656	766	536	44
Year 6	2032	285,366	714	833	583	48
Year 7	2033	286,894	718	837	586	48

The DARI pretreatment system is designed for the Phase I full design conditions, so during the Phase I build-out the pretreatment system will be “underloaded.” Although there is a potential the pretreatment system would produce a higher quality effluent while it is underloaded, there is not an accurate way to estimate this improved performance. Therefore, this design is based on the pretreatment effluent quality being equal across all years of the build-out.

CITY LOADING

The summary of the WWTF’s influent flows, cBOD₅ loads, and TSS loads from 2022-2024 are shown in Table 3.

TABLE 3: WWTF Average Flow and Load 2022-2024

Year	Avg Flow (mgd)	Avg cBOD ₅ (lb/d)	Avg cBOD ₅ (mg/L)	Avg TSS (lb/d)	Avg TSS (mg/L)
2022	0.840	2,131	304	3,359	479
2023	0.762	2,257	355	2,492	392
2024	0.780	1,627	250	2,461	387

Total Kjeldahl Nitrogen or ammonia is not required to be sampled on the WWTF influent, but from the limited ammonia sample data that does exist, the average influent ammonia is approximately 35 mg/L NH₃-N. Using published average ammonia to TKN ratios of 60%, the influent TKN would be 58 mg/L. Based on design standard per-capita loading rates of 0.046 pounds of TKN per capita and City population of 7,700, the current influent TKN would be approximately 350 lb/d (52.4 mg/L at 800,000 gpd). Therefore, the ammonia data and TKN assumptions are reasonable.

EXISTING WWTF CAPACITY

The capacity of the existing WWTF is difficult to define. The primary clarifiers and trickling filters were originally designed with a capacity of 1.01 mgd average flow, 1,816 lb/d BOD₅ (215 mg/L), and 2,068 lb/d TSS (245 mg/L).

In 2023, the average cBOD₅ load was nearly 2,300 lb/d and the average TSS load was nearly 2,500 lb/d, exceeding the design capacity by roughly 20-25%. In 2023, the WWTF met the TSS limit with effluent concentrations ranging from 16 to 23 mg/L. However, the cBOD₅ limit of 25 mg/L was exceeded in three months, with most months above 20 mg/L effluent cBOD₅. Therefore, the plant could reasonably handle a nominal increase in TSS load, but the organic capacity of the WWTF is nearly maximized.

The nitrification capacity of the trickling filters is more difficult to define, but in 2023 the effluent ammonia was less than 1 mg/L NH₃-N for each month, significantly outperforming the allowable effluent limits as shown in Table 4. The highest effluent ammonia concentration in recent years occurred in December 2024 where the effluent ammonia concentration was 6.2 mg/L NH₃-N compared to a winter limit of 15.9 mg/L. Based on the effluent data, the trickling filters are capable of meeting the ammonia limits and likely have some additional nitrification capacity, however, the exact amount of capacity is unknown.

TABLE 4: WWTF Partial List of Effluent Limits

Parameter	Units	Discharge Limits	
		Monthly Average	Daily Max
TSS	mg/L	30	45
	kg/d	114.7	172
	lb/d	252.9	379.2
cBOD5	mg/L	25	40
	kg/d	95.6	152.9
	lb/d	210.8	337.1
Spring Ammonia (March 1 - May 31)	mg/L	31.19	61.1
	kg/d	91.25	178.76
	lb/d	201.2	394.1
Summer Ammonia (June 1 - Oct. 31)	mg/L	8.52	14.04
	kg/d	27.36	45.12
	lb/d	60.3	99.5
Winter Ammonia (Nov. 1 - Feb. 28)	mg/L	15.91	39.82
	kg/d	44.57	111.53
	lb/d	98.3	245.9

For complete list of effluent limits refer to NPDES permit.

LOCATION OF TEMPORARY TREATMENT

Three locations were reviewed for placement of the temporary treatment system: at the WWTF, at DARI's facility, and at the 2nd Street Lift Station. The description of each location is summarized below:

- **WWTF:** Providing temporary treatment at the existing wastewater facility would allow for the most convenient operation and maintenance of the system, including management of waste streams like screening and sludge disposal. Temporary treatment at the WWTF also offers construction efficiency once a contract is awarded for the wastewater facility project.

The main issue with temporary treatment at the WWTF is the dilution of the DARI loading and thus an inefficient use of temporary treatment. With 150,000 gpd of DARI waste blended with 800,000 gpd of municipal wastewater, the temporary treatment system would have to be sized to handle a majority of the total flow in order to provide a measurable impact to the effluent quality. For example, if a temporary treatment system was placed after the first stage trickling filter, the temporary treatment would have to be sized for 500,000 gpd in order to reduce the TKN load to the second stage trickling

filter down to existing levels of 20 mg/L TKN. Temporary treatment systems with capacities greater than 200,000 gpd are uncommon because economics favor permanent infrastructure.

Also, there is not sufficient “spare” or unused tankage available that could be retrofitted into additional treatment at the WWTF.

- **DARI Facility:** The most efficient use of temporary treatment system would be at the DARI facility, where the system would handle the higher strength waste before blending with municipal wastewater. After reviewing DARI’s proposed site layout drawings, it was apparent that the site will have limited room for a treatment system to be incorporated. Other challenges with this location would be difficulty connecting to the gravity sewer piping and coordination with DARI for construction and for access to the site for operation and maintenance. These overall challenges resulted in DARI’s facility not being a feasible option.
- **2nd Street Lift Station:** The 2nd Street Lift Station collects wastewater from the sewershed along Highway 15 south of the WWTF, including the DARI facility. This location was found to be advantageous because the property is owned by the City with sufficient space available. The lift station flow meter and pump run times are not reliable to estimate wastewater volumes, but the City estimated the lift station handles approximately 10% to 15% of the total municipal flow (80,000 to 120,000 gpd). At this location, roughly 50-70% of the waste stream would be DARI wastewater, which is a relatively efficient use for temporary treatment. Having DARI waste blended with some domestic wastewater may also provide beneficial buffering and dilution.

The 2nd Street Lift Station is within the floodway of the Big Blue River. Although any modifications to the floodway would be temporary and would be removed after the system is dismantled, approved permits will be needed for construction at this location.

The 2nd Street Lift Station location offers a convenient connection into the existing gravity sewer and discharging of treated effluent directly into the lift station for pumping to the WWTF. Based on these factors, the 2nd Street Lift Station is the recommended location for the temporary treatment system.

TEMPORARY TREATMENT MASS BALANCE AND SIZING

Based on the flows and loadings from DARI in Year 2, the current flows and loads from the City, and the estimated domestic/commercial flows to the 2nd Street Lift Station, the blended waste stream is anticipated to be as shown in Table 5. The exact sizing of the temporary treatment system and its anticipated effluent quality varies depending on the technology, but for illustration Table 5 shows the resulting WWTF influent if the temporary treatment is sized for 75,000 gpd and treats to WWTF effluent quality.

In this temporary treatment example:

- the cBOD₅ load to the WWTF increases 194 lb/d over existing loads (9.7%) compared to a 375 lb/d increase without temporary treatment,
- the TSS load to the WWTF increases 214 lb/d over existing loads (7.8%) compared to a 440 lb/d increase without temporary treatment,
- the TKN load to the WWTF increases 212 lb/d over existing loads (58%) compared to a 306 lb/d increase without temporary treatment,
- the TP load to the WWTF increases 22 lb/d over existing loads (42%) compared to a 25 lb/d increase without temporary treatment.

TABLE 5: 2nd Street Lift Station Mass Balance

		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Units	DARI	Existing 2nd Street LS	Blended DARI + Existing 2nd Street LS	Approx. Temp Treatment ¹ Load	Approx. Temp Treatment Effluent ¹	Remainder 2nd Street LS Load	Projected WWTF Influent	Existing WWTF Influent
			15% of H	A + B	75k of C		C - D	H - B + E + F	
Flow	mgd	0.15	0.12	0.27	0.075	0.075	0.195	0.95	0.8
cBOD ₅	mg/L	300	300	300	300	10	300	277	300
	lb/d	375	300	676	188	6	488	2,196	2,002
TSS	mg/L	350	410	377	377	20	377	372	410
	lb/d	438	410	848	236	13	612	2,950	2,736
TKN	mg/L	245	55	161	161	10	160	73	55
	lb/d	306	55	362	101	6	261	579	367
TP	mg/L	20	8	15	15	10	15	10	8
	lb/d	25	8	33	9	6	24	75	53

1. Each temporary treatment system has different estimated sizing and effluent quality. This mass balance is shown for reference.

According to DARI, the effluent wastewater temperature will range between 85 and 95 deg F. The City only measures effluent wastewater temperature, but assuming the wastewater loses 3 to 4 deg F from influent to effluent, the winter influent WW temperature is likely around 53 deg F (12 deg C) and the summer influent WW temperature is likely around 66 deg F (19 deg C). The precise effect of the DARI wastewater's temperature on the overall WWTF influent is difficult to estimate, but it is anticipated to increase the winter temperature, assisting in biological performance.

Alkalinity is required for nitrification. We can assume that the existing WWTF has sufficient alkalinity because nitrification performance is excellent and effluent pH levels are normal. However, the alkalinity of the City's wastewater is unknown and the alkalinity of DARI's wastewater is also unknown. Because nitrification is the primary design criteria of the temporary treatment system and DARI's wastewater has a significant TKN load, providing supplemental alkalinity in the form of caustic soda or magnesium hydroxide may be required.

All the flows and loads presented in this memo are annual average values. Although DARI's waste production is relatively consistent and the pretreatment system has an equalization tank, there will be variation in both DARI's waste and the municipal waste. The temporary treatment system will have capacity to attenuate minor or short peaks in flows and loads, but prolonged peaks in loading would change the temporary treatment sizing. The temporary treatment system sizing is already near its maximum sizing, and additional capacity is added cost.

ALTERNATIVE ANALYSIS

SEH received temporary treatment proposals from the following manufacturers:

- Aqua Aerobics - Aerobic Granular Sludge
- Veolia - MBBR
- H2O Innovations - MBR
- Specialty Treatment Solutions - MBBR/MBR
- A3 USA - MBR
- AST/WesTech - Glass Bead Filters

A summary of each treatment system is provided in Attachment A along with a comparison of important design features such as electrical service, effluent quality, scope of supply, schedule/lead time, and cost (rental vs purchase). Each proposal document is provided in Attachment B, and Aqua Aerobics documentation is provided in Attachment C.

An approximate site layout is shown in Figure 1 with a square footage footprint in-line with proposed treatment systems.

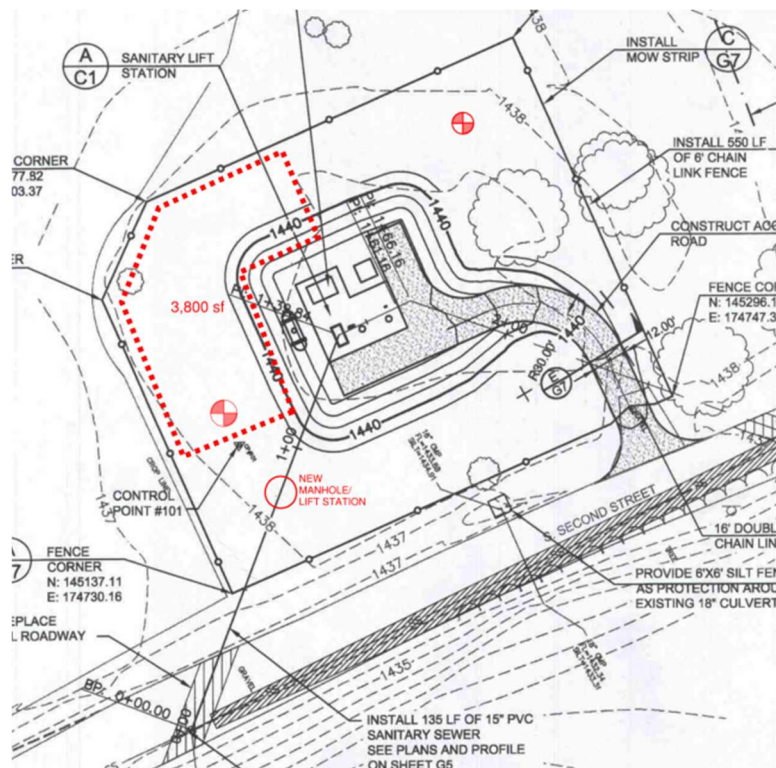


Figure 1: Approximate Site Layout

SCOPE OF SUPPLY AND OTHER CONSIDERATIONS

Aspects of the construction and operation of the temporary treatment system will be outside the manufacturer's scope and will need to be handled by the City of Seward or a contractor, as discussed in the following sections.

Upstream Lift Station Modifications

To properly tie the temporary treatment system into the lift station, modifications to the site piping will need to be performed. Connection into the gravity sanitary sewer upstream of the lift station will require installation of an upstream manhole to pump flow to the temporary treatment system. This would include excavation, bypass of gravity sewer flow, connection into existing sanitary piping and installation of a new upstream manhole.

Having temporary treatment sized for the entirety of the flows and loads at the 2nd Street Lift Station (approximately 270,000 gpd) is not cost effective. Therefore, whenever influent flows are greater than the treatment capacity (e.g. 75,000 gpd), wastewater will have to be bypass the system and continue to the WWTF.

It is assumed the upstream manhole will function as a wet well with a sump. Submersible pumps would be sized for the temporary treatment design flow and would operate on float control. Any inflow that exceeds the pump capacity would flow over a weir and onto the existing 2nd Street Lift Station for pumping to the WWTF. The existing lift station would also be used to pump the treatment system effluent.

Sludge Handling

Biological treatment systems grow biomass that can either be collected and disposed (e.g. waste activated sludge to digesters) or can be disposed of through the treated effluent (that enters the WWTF influent). Waste sludge will need to be removed offsite either by the City hauling themselves or contract hauling to their facility or to another location. Each technology has a different volume of internal sludge storage.

Another option would be to provide means of thickening or dewatering at the 2nd Street Lift Station to reduce the volume of sludge hauling or to dewater the sludge and haul away to a landfill. Thickening and dewatering could be provided with a wide range of complexity and cost. Dewatered sludge would still need to be stabilized before land application or final disposal. Thickening and dewatering equipment is being installed with the WWTF upgrade. Use of that equipment or another dewatering alternative (dewatering bags, dewatering roll-offs, etc.) could be considered.

This evaluation assumes storage and hauling of sludge from the treatment system without any thickening or dewatering. Further evaluation to reduce the amount of hauling can be evaluated in detailed design.

Screenings

All of the temporary treatment alternatives include a requirement or recommendation for screening ahead of the biological treatment system. At a minimum, the screening dumpster will require frequent pick up.

Most screening technology requires spray wash water to self-clean the screen. The nearest watermain is either 1,000 ft north along S 2nd Street across the Big Blue River, or 800 ft east on S Columbia Ave across the Big Blue River and across the railroad. Therefore, supplying a potable connection to the temporary treatment site would require significant investment that is not included in this evaluation.

Supplying a water bulk tank for spray wash is another alternative. The bulk tank would require a booster pump system to supply water pressure in the range of 60 to 100 psi. The bulk tank and pump system would need freeze protection and would require frequent refilling.

Screening equipment typically operates with gravity flow, where both the inflow and outflow from the screen is driven by gravity. Some screens allow for pumped flow into the screen, but would still flow out by gravity. Therefore, to eliminate an extra pumping step the screen would either need to be placed within the collection system manhole (screen would have inflow and outflow by gravity and would discharge into the manhole for pumping to temporary treatment) or placed at the top of the treatment system (screen would have pumped inflow and would discharge by gravity directly into the temporary treatment system). Both options would require freezing protections, but a screen at the top of the treatment system would be less expensive.

The Aqua Aerobics proposal is based on an automatic strainer instead of a traditional fine screen. The strainer has pumped flow through the entire unit, so additional pumping is not required. The strainer is smaller than traditional screening technology so it would be easier to be enclosed or heated. The strainer does not require backwash water, as the backwash occurs with the wastewater itself. Therefore, automatic strainers are an attractive alternative if they can eliminate the need for traditional fine screening.

The detailed design of the screening system and its requirements will occur after a treatment system is selected.

Chemical Addition

If the waste stream does not have sufficient alkalinity, supplemental caustic soda or magnesium hydroxide may be required. Because the need for alkalinity is unknown, the feed system is not included in the manufacturer's scope.

MBR systems require cleaning chemicals such as sodium hypochlorite and citric acid. These tanks and feed systems would be within the manufacturer's scope, but the chemical cost would be City's responsibility.

It is assumed phosphorus removal is not required because the WWTF does not have a phosphorus limit and high influent phosphorus will not negatively impact the treatment process. If phosphorus removal is required, a chemical coagulant would be required. If the chemical needs to be stored outdoors, ferric chloride would be the most likely chemical.

Foundation

The temporary treatment system options include steel tanks or containers along with accessory equipment and control skids that will need to be located on level ground. The foundation design will be based on geotechnical and structural evaluation of the soils and equipment weights during detailed design, but it is assumed gravel pad with steel leveling plates is sufficient. Cast-in-place concrete slabs are another option with more cost.

Shelter

Winter weather will impact the operation of the temporary treatment. Building a shelter such as a hoop building or a pole shed over the equipment is unrealistic because of the footprint and height of the equipment. Alternatively, a combination of heat tracing, insulation, and tank covers could be used. At a minimum, it is assumed screens or strainers would need to be protected from freezing. Any winter provisions would be the contractor's scope, not the manufacturer.

Electrical Connection

These alternatives all require high voltage power and electrical gear. Based on record drawings for the 2nd Street lift station, there is 480 V, 3 phase power currently onsite. The main breaker is 100 amps, which is not large enough to handle the proposed electrical load. Means of routing and connecting power for operation of the temporary treatment system would need to be included in the scope of work, including the electrical service.

There is a propane-fueled backup generator at the 2nd Street Lift Station. The generator will not be large enough to power the temporary treatment system. It is assumed backup power will not be provided for the system because the cost of backup power is not worth the benefit.

Influent Nitrate Considerations for the Existing WWTF

With the temporary treatment system converting TKN to nitrate, the WWTF will receive a relatively high influent nitrate load. Nitrate is not known to be toxic nor does the City have an effluent nitrate limit currently. However, nitrate may cause denitrification to occur in the primary clarifiers, trickling filters, and final clarifiers, increasing the likelihood for rising sludge blankets or sloughing biofilm. This can be managed by operating with thinner sludge blankets in the clarifiers. If sloughing biofilm becomes an issue in the trickling filters, additional forced air or ventilation may be an option to increase oxygen transfer and increase the aerobic portion of the biofilm.

ALTERNATIVES TO TEMPORARY TREATMENT

This section details why temporary treatment, in general, is the preferred solution to handling DARI's wastewater contribution before the WWTF upgrade is operational.

First, some solution needs to be implemented. As illustrated in the *Existing WWTF Capacity* section, the WWTF is above its rated capacity by 20-25% and based on the effluent quality, is near its actual capacity. Without assistance, the WWTF will not be able to reliably handle the additional 400 lb/d of cBOD₅ or 300 lb/d of TKN.

Instead of providing temporary supplemental treatment, excess waste could be hauled to another wastewater plant. The only wastewater plants with reasonable potential to handle this load are Lincoln or Omaha. Hauling waste is a significant cost both for the transportation and for the treatment fee, and is therefore an unviable option.

The only location for temporary treatment that would provide more treatment efficiency than the 2nd Street Lift Station would be at the DARI facility itself. As discussed in the *Location of Temporary Treatment* section, building at the DARI site is considered unviable because of space constraints and maintenance access issues.

SELECTED ALTERNATIVE

A summary table of each alternative is shown in Attachment A, including equipment costs. For the top three alternatives: Aqua Aerobic, STS, and Veolia, a total project cost was estimated. The total project cost estimates are shown in Attachment D and include contingency factors proportionate to this level of design. Project scope and cost could add or subtract through the detailed design process.

Aqua Aerobic's Aerobic Granular Sludge system, known as Aqua Nereda, was identified as the recommended treatment system. The equipment rental cost of \$2,030,000 was the second lowest equipment cost and is estimated to have the lowest total project cost at \$3,070,000.

Aqua Aerobic is a reputable brand with a history of supplying packaged treatment systems, including for industrial waste streams which is a significant benefit compared to STS which has limited dairy waste and limited midwestern experience.

Aqua Aerobic's system is only available as a rental which is advantageous for procurement. Although renting does not provide the City with an option for resell, the resell value of the alternatives with capital purchase is unknown and likely low. No treatment alternative includes equipment that could be reused in the large WWTP project.

Aqua Aerobic's proposal is inclusive of a large scope compared to other alternatives like Veolia (no screening included) or AST (no sludge storage).

The lead time for Aqua Aerobic's rental unit has not been specified, but if the City can sign an agreement at the March 3rd Council Meeting, then the rental units would be reserved and are expected to be available in Fall of 2026.

The entire Aqua Aerobic proposal is included in Attachment C, including a rental agreement and a non-disclosure agreement which would need City attorney review.

PROCUREMENT AND SCHEDULE

Equipment delivery is the critical path for the temporary treatment schedule. Also, the temporary treatment technologies vary widely in their overall scope of work and detailed design. Therefore, it is in the City's best interest to directly procure the equipment. To have the temporary treatment operating in February 2027, the manufacturer should be awarded at the March 2026 council meetings, as shown in the estimated project schedule in Table 6.

Equipment rental is the cleanest way to directly procure the equipment. However, depending on the selected alternative, capital purchase may be necessary. The development of equipment procurement bidding documents along with the bidding timeline itself would add approximately three to four months to the schedule.

In order to meet the WWTP startup schedule (and minimize the time needed for temporary treatment), the equipment would be procured first, then SEH effort would switch away from temporary treatment to the WWTP upgrade project. After the WWTP project is under DWEE review, then detailed design would begin for the site layout including foundations, shelter buildings, a new influent lift station and controls, site piping, and utilities.

The labor to install the equipment and all the site improvements will need to be done by a contractor. For simplicity of bidding and a sole source of responsibility, it is recommended to include this work under the scope of the main WWTP project contractor. The detailed design will not be able to be completed before the WWTF upgrade project is submitted DWEE for review, so it likely cannot be included in the WWTF upgrade competitive bid. Instead, the temporary treatment work could be included in the WWTP project bidding as an alternate or as a change order.

Because the existing WWTP cannot take the entire DARI without supplemental treatment, this temporary treatment will need to be reviewed by DWEE. This memorandum along with equipment proposals and site drawings can be provided to DWEE for their review.

TABLE 6: Estimated Project Schedule

SEH to finalize Temp Treatment Memo after meeting with City staff to Discuss	2/18/2026
SEH and City to Coordinate purchase/rental terms with Aqua-Aerobics - Temp Treatment Approval by Council	3/3/2026
Preliminary Site, Tank, Piping, and Pumping design complete	3/13/2026
SEH to shift priority to WWTF design	
Preliminary Layouts (30%) complete, P & IDs initiated	3/25/2026
Preliminary Layout Meeting with City	3/31/2026
Final Layouts (60%) Complete	5/8/2026
Construction Drawings (90%) Complete - submit to NE DWEE	6/19/2026
SEH to work on design details for temp treatment up to bidding and award	
Receive Comments from DWEE and advertise for bidding	8/14/2026
Bid Date	9/10/2026
Award (approval from Council)	10/6/2026
Initiate Construction of Temp Treatment	11/2/2026
Complete Construction, Startup Temp Treatment	4/28/2027
Substantial Completion WWTF	10/31/2028

chw, crb
 Attachment A - Equipment Comparison
 Attachment B - Equipment Proposals
 c:
 Greg Butcher, City of Seward
 Brandon Koll, City of Seward
 Caleb Weber, SEH
 Cameron Bruce, SEH

Manufacturer	Aqua Aerobic	STS	Veolia	AST	A3 USA	H2O Innovations
Technology	AGS	MBBR+MBR	MBBR	Glass Bead Filter	MBR	MBR
Size						
Unit Length x Width (ft)	54 x 36	42 x 8	36 x 8	13 x 14	?	60 x 30
Unit Height (ft)	24	20	8.5	11	NA	10
No. Units	2	3	6	8	?	2
Overall Footprint (sq ft)	4,000	3,000	4,600	2,500	?	5,600
Utilities						
Electrical Service	460v 3ph 300A	460v 3ph _?_A	460v 3ph 100A	460v 3ph 150A + 240v 1ph 40A	?	460v 3ph 125A
Internet	Recommended	Required	?	?	?	Required
Water	Screen Wash	Screen Wash	Screen Wash	Screen Wash	Screen Wash	Screen Wash
Chemical Need*	-	NaOCl, Citric	-	-	NaOCl, Citric	NaOCl, Citric
Residuals						
Sludge Storage	12,000 gal Storage Incl	12,500 gal Storage Incl	No WAS, TSS in Eff	Not Included	Screw Press incl., No Storage	Not Included
Required Screening	6mm	2mm	3mm	6mm	2mm	2mm
Effluent Quality						
cBOD₅ (mg/L)	30	30	5**	30	2	5
TSS (mg/L)	30	30	350	30	1	5
TKN (mg/L)	10	-	20	10	0.2	5
TN (mg/L)	-	10	-	-	10	-
TP (mg/L)	-	-	-	-	0.4	1
System Complexity	Medium	High	Low	Low	High	Medium
Company Experience	High	Medium	High	Medium	Medium	High
Schedule (Weeks)						
Capital Lead Time from Contract	-	?	35	42	?	44
Rental Lead Time	By Jan 27	?	-	12	?	-
Scope of Supply						
Influent Pumping	N	N	N	N	N	N
Influent Screening	Y	Y	N	N	Y	Y
EQ, if required	Y	Y	NA	NA	NA	NA
Alkalinity Feed System, if required	N	N	N	N	N	Y
Cleaning Feed System, if required	-	Y	-	-	Y	Y
Disinfection	N	N	N	N	Y	Y
Air Piping	N	N	Y	N	?	Y
Interconnect Process Piping	N	N	N	N	N	Partial
Sludge Storage	Y	Y	NA	N	?	N
Access Platform, if required	Y	N	N	N	N	Y
Control Panel	Y	Y	Y	Y	Y	Y
Instrumentation	Y	Y	Y	NA	Y	Y
Structural Design	N	N	N	N	N	N
Freight	N	N	Y	N	Y	Y
Installation	N	N	N	N	N	N
Site Work	N	N	N	N	N	N
Shelter	N	N	N	N	N	Partial
Start Up/ Training Trips	1	1	1	1	3	3
Ongoing Support	Y	3 mo	N	1 Year	N	Y
Taxes	N	N	N	N	N	N
Capital Warranty	Rental	2 Years	1 Year	1 Year	?	1 Year
Insurance Requirement	Required	N	N	N	N	N
Equipment Cost						
Rental Cost (24 months)	\$2,026,200	\$1,760,000	-	\$2,680,000	-	-
Capital Cost	-	\$1,760,000	\$2,300,000	\$2,120,000	\$2,600,000	\$3,541,000
Estimated Total Project Cost						
Installation	\$635,000	\$810,000	\$635,000	-	-	-
Contingency	\$370,000 (15%)	\$490,000 (20%)	\$420,000 (15%)	-	-	-
Estimated Total Project Cost	\$3,070,000	\$3,210,000	\$3,390,000	-	-	-

*Supplemental alkalinity may be required in each scenario.

**Soluble cBOD on effluent. MBBR biomass sloughs off into effluent.

Proposal



AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

Aftermarket Proposal # 82696

TO: Seward WWTP
537 Main Street
Seward, Nebraska 68434

PROJECT: SEWARD WWTP
537 Main Street
Seward, NE 68434

ATN: Cameron Bruce

PROPOSAL DATE: February 18, 2026

CC: Treatment Resources, Inc., Gregg Backstrom

Engineered Equipment Solutions, Brittany Travers

If billing and/or shipping address is different, please advise.

Qty	Description	Unit Price	Total Price
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We are pleased to quote, for acceptance within 30 days of this date, prices and terms on equipment listed below. Service will be scheduled after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval. Based on the project schedule, the equipment is tentatively scheduled to ship January of 2027, and after receipt of (1) insurance certificate, (2) security deposit and (3) first month's rental payment which equates to \$79,800. Unit availability is subject to prior commitments. AASI will advise if/when any such disruption applies.

1	Twenty-four Months Rent, (2) AquaNereda® AGS Rental Package		\$1,915,200.00
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Subsequent Months to Continue Billing at a rate of \$79,800 per month.

The proposal excludes a disinfection tank.

PROPOSAL NOTES:

1. Freight to jobsite is included, FOB as included in the Pricing Summary, below.
2. Start-up supervision is included.
3. Payable net 30 days from date of shipment subject to credit review, no retainage allowed.
4. State and/or local taxes will be charged unless we receive a valid resale/exemption certificate. Please note Aqua-Aerobic Systems is not registered to collect Washington, DC, sales taxes; therefore, if order is taxable, Buyer is to accrue sales tax and pay the tax directly. Sales tax for all other states will be added to your invoice unless we are in receipt of a valid resale/exemption certificate prior to shipment/invoicing. States without Tax Exempt Flow Down: Municipal entity purchasers can obtain a tax exempt certificate for pollution control equipment that is permanently installed. The State does not allow for flow down of tax exempt status to non-municipal purchasers (i.e., General Contractors, Repair Shops, etc.). Non-municipal purchasers are required to pay sales taxes.
5. Aqua-Aerobic Systems' offer is based upon the supply of Aqua-Aerobic Systems' standard equipment as described within this proposal, including the warranty as included within Terms and Conditions of Aqua-Aerobic Systems, Inc., and Aqua-Aerobic Systems' standard factory test(s) prior to shipment. Aqua-Aerobic Systems' scope of supply does not include any process or performance guarantees or warranties or process or performance testing unless specifically detailed within this proposal.
6. Schedule changes due to supply chain disruption may impact the above quoted shipment time(s). Aqua-Aerobic Systems will advise if/when any such disruption applies.

7. **TARIFF PRICE ESCALATION NOTE:** This proposal excludes all tariffs, duties, import/export taxes, and any other government-imposed fees. As such, the proposed goods may be affected by the recent U.S. Government proposed tariffs on imported steel, aluminum and other commodities, including but not limited to reciprocal tariffs. Because of this, Aqua-Aerobic Systems reserves the right to adjust the pricing quoted prior to order acceptance. Any pricing adjustments required due to such impacts will be based on products or materials listed in the Harmonized Tariff Schedule of the United States (HTSUS) as published by the USITC.

8. **TRADEMARKS:** Aqua-Jet® Surface Mechanical Aerator, Aqua-Jet II® Contained Flow Aerator, AquaDDM® Direct-drive Mixer, Endura® Series Limited Maintenance Product, OxyMix® Pure Oxygen Mixer, OxyStar® Aspirating Aerator, Fold-a-Float® Self-Deploying Segmented Float, SAF-T-Float® Safe Accessible Float Technology, TurboStar® Directional Mixer, DualStar™ Directional Mixer, Aqua MixAir® Aeration System, Aqua CAM-D® Combination Aerator/Mixer/Decanter, AquaSBR® Sequencing Batch Reactor, AquaNereda®, Aqua MSBR® Modified Sequencing Batch Reactor, AquaPASS® Phased Activated Sludge System, Aqua EnduraTube® Fine-bubble Tube Diffuser, Aqua EnduraDisc® Fine-bubble Disc Diffuser, Aqua CB-24® Coarse-bubble Diffuser, Aqua TruDense™ True Densified Sequencing Batch Reactor, AquaDisk® Cloth Media Filter, AquaDiamond® Cloth Media Filter, AquaDrum® Pressure Series Cloth Media Filter, Aqua MiniDisk® Cloth Media Filter, Aqua MegaDisk® Cloth Media Filter, AquaPrime® Cloth Media Filter, AquaStorm® Cloth Media Filter, OptiComb® Backwash System, OptiFiber® Cloth Filtration Media, OptiFiber PES-13® Cloth Filtration Media, OptiFiber PA2-12® Cloth Filtration Media, OptiFiber PES-14® Cloth Filtration Media, OptiFiber PF-14® Cloth Filtration Media, OptiFiber UFS-9® Cloth Filtration Media, AquaABF® Automatic Backwash Filter, AquaPRS™ PFAS Removal System, Aqua PR-206™ PFAS Removal Sorbent, Aqua MultiBore® P-Series Polymeric Membrane System, Aqua MultiBore® C-Series Ceramic Membrane System, AquaMB Process® Multiple-Barrier Membrane System, Aqua-Aerobic® MBR Membrane Bioreactor System, Aqua ElectrOzone® F-Series Ozone Generator, IntelliPro® Monitoring and Control System. The Aqua-Aerobic logo, registered trademarks and pending trademarks are the property of Aqua-Aerobic Systems, Inc. Nereda® is a registered trademark of Royal HaskoningDHV. All other products and services mentioned are trademarks of their respective owners.

TRADEMARKS: Aqua-Jet® Surface Mechanical Aerator, Aqua-Jet II® Contained Flow Aerator, AquaDDM® Direct-drive Mixer, TurboStar® Directional Mixer, ThermoFlo® Surface Spray Cooler, Endura® Series Limited Maintenance Product, OxyMix® Pure Oxygen Mixer, OxyStar® Aspirating Aerator, TurboStar® Directional Mixer, rFold-a-Float® Self-deploying Segmented Float, SAF-T Float® Safe Accessible Float Technology, Aqua MixAir® Aeration System, AquaCAM-D® Combination Aerator/Mixer/Decanter, AquaSBR® Sequencing Batch Reactor, Aqua MSBR® Modified Sequencing Batch Reactor, AquaPASS® Phased Activated Sludge System, Aqua BioMax® Dual Treatment System, AquaEnsure® Ballast Decanter, Aqua EnduraTube® Fine-bubble Tube Diffuser, Aqua EnduraDisc® Fine-bubble Disk Diffuser, Aqua CB-24® Coarse-bubble Diffuser, AquaDisk® Cloth Media Filter, AquaDiamond® Cloth Media Filter, AquaDrum® Cloth Media Filter, Aqua MiniDisk® Cloth Media Filter, Aqua MegaDisk® Cloth Media Filter, AquaPrime® Cloth Media Filter, AquaStorm® Cloth Media Filter, OptiComb® Backwash System, OptiFiber® Cloth Filtration Media, OptiFiber PES-13® Cloth Filtration Media, OptiFiber PA2-13® Cloth Filtration Media, OptiFiber PES-14® Cloth Filtration Media, OptiFiber PF-14® Cloth Filtration Media, OptiFiber UFS-9® Cloth Filtration Media, Trust the Tag® OptiFiber® Service Mark, AquaABF® Automatic Backwash Filter, AquaMB® Multiple Barrier Membrane System, Aqua-Aerobic® MBR Membrane Bioreactor System, Aqua MultiBore® Membranes, Aqua Multibore® C-Series Ceramic Membranes, Aqua Multibore® P-Series Polymeric Membranes, Aqua ElectrOzone® Ozone Generation System, IntelliPro® Monitoring and Control System, AquaPRS™ PFAS Removal System, AquaPR-206™ PFAS Removal System, Aqua-Aerobic®, and the Aqua-Aerobic Corporate logo artwork are registered trademarks or pending trademarks of Aqua-Aerobic Systems, Inc. Nereda®, AquaNereda® Aerobic Granular Sludge Technology, and the AquaNereda Product logo artwork are a registered trademark of Royal HaskoningDHV. All other products and services mentioned are trademarks of their respective owners.



Pricing Summary

Equipment and/or Accessories:	\$1,915,200.00
Process Startup:	\$31,500.00
Process Testing:	\$21,600.00
Freight - AASI to Seward NE:	\$18,000.00
Security Deposit:	\$39,900.00
<hr/>	
Total Job Price:	\$2,026,200.00

Material and/or services not specifically listed in this proposal are not included in the quoted TOTAL JOB PRICE and are to be supplied by others.

Goods quoted above will be sold subject to the terms and conditions of sale set forth on the face hereof and the following pages entitled "Terms and Conditions of Aqua-Aerobic Systems, Inc. (A MetaWater Company)": Any different or additional terms are hereby objected to.

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 1 of 2

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 2 of 2

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

Offer Respectfully Submitted,

By: _____ Date: _____

Leann Torrisi
Leann Torrisi, Rental Fleet Sales Correspondent
Aqua-Aerobic Systems, Inc.

Rental Agreement



AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

TERMS AND CONDITIONS AQUA-AEROBIC SYSTEMS, INC. RENTAL AGREEMENT

This Agreement is made and entered into at Loves Park, Illinois, by and between AQUA-AEROBIC SYSTEMS, INC., an Illinois corporation, having its principal place of business at 6306 N. Alpine Road, Loves Park, Illinois hereinafter called ("AASI") and Seward Water Office with its principal place of business located at 1040 S. Columbia, Seward, Nebraska 68434 hereinafter called ("Renter").

In consideration of the mutual promises, covenants, and agreements herein contained, the parties agree as follows:

1. EQUIPMENT RENTAL

- a. AASI does hereby agree to furnish and rent to Renter and Renter does hereby agree to rent from AASI the Equipment described on Schedule A attached (hereinafter called "Equipment") and the terms and conditions herein contained. Accessories and services are not covered under this Agreement and must be purchased separately.

2. TERM

- a. The term for the rental begins on the date the Equipment is commissioned by an AASI certified technician and ends on the date the Equipment is returned to AASI or to any location designated by AASI. The Renter agrees to rent the equipment for a minimum of 12 consecutive months, and intends to rent the equipment for 18-24 months. Units can be reserved by the receipt of a signed rental agreement, a PO for the same, and payment of the security deposit. Service will be scheduled after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval. Based on unit availability, shipment shall occur in the January of 2027 after receipt of (1) insurance certificate, (2) security deposit and (3) first month's rental payment. The rental will conclude when the Equipment is returned to AASI in rentable condition after the minimum 12 month consecutive rental term. Should repairs not due to ordinary wear and tear be required as outlined in paragraph 8.a. of this Agreement, the term will continue until the Equipment has been repaired.

3. RENTAL PAYMENTS

- a. The Renter shall make monthly payments to AASI in the amount of seventy-nine thousand eight hundred dollars (\$79,800.00 USD) due monthly, in advance, on the same day each month. Should the equipment be returned prior to the 15th day of the current rental period, the renter will be invoiced for one half (1/2) months' rental payment. Should the filter be returned on or after the 15th day of the current rental period, the renter will be invoiced for the full months' rental payment.
- b. The Renter shall make a Security Deposit in the amount of thirty-nine thousand nine hundred dollars (\$39,900 USD) prior to the Equipment shipping to Renter's site. If the Renter cancels the agreement prior to the minimum 12 month rental, the security deposit will default to AASI. After the minimum 12 month rental term, the security deposit shall be refunded to Renter upon the Equipment being returned to AASI in a clean condition with no damage except for normal wear and tear. **Should the unit not be returned clean or is in a damaged condition, AASI shall clean and/or repair the Equipment and deduct these expenses from the security deposit.** Should the security deposit not be adequate to cover these expenses, the additional expenses shall be billed to the Renter and are due upon receipt. **AASI will provide a check list that specifies the cleaning that must be completed prior to the Equipment being loaded onto the truck for return to AASI. Please note the truck driver can refuse the Equipment if it is not properly cleaned and all expenses associated with a second trip by the driver to the installation location will be at Renter's expense.**
- c. If a field service trip for supervisory pre-operation inspection has been purchased, the Renter is responsible for the Equipment being installed according to the instructions provided by AASI (including fully-operable electrical and plumbing connections) PRIOR to the arrival of AASI's field service technician. If the Equipment has not been installed according to these instructions, Renter



will be responsible for all costs associated with the extra day(s) and/or trips for AASI's field service technician to verify proper installation.

4. **CARE, USE AND LOCATION**

- a. Renter, at its own cost and expense, shall keep and maintain the Equipment in good repair, condition and working order, including chemical cleaning of the equipment if it is determined to be required. The supply of chemicals and labor to clean the equipment shall be provided by the Renter. AASI or its authorized representative shall have the right to inspect the Equipment at any reasonable time during normal business hours.
- b. Renter, at its own cost and expense, shall document the influent and effluent characteristics as follows:
 - a. Flow (Daily)
 - b. BOD (Weekly)
 - c. TSS (Weekly)
 - d. TKN or Ammonia (Weekly)
 - e. Temperature (Weekly)
 - f. Total Phosphorus (Weekly)
- c. Renter shall monitor the equipment operation, and confirm the following values are not exceeded:
 - a. If Rental is supplied with a Vacuum Gauge: Vacuums during backwash do not exceed 20 in Hg.
 - b. If Rental is supplied with an Absolute Pressure Gauge: Absolute pressure during backwash should not drop below 3psi.
 - c. If these values are exceeded during backwash, then the Renter shall clean the equipment as needed to bring the value within optimal performance range. Renter shall forward information on these values during backwash to AASI on a biweekly basis, as a minimum, for the duration of the rental period.
- d. Renter shall monitor the operator interfaces for alarm conditions, and respond to the alarm with intervention as needed within 48 hours of the alarm condition occurring. Renter shall forward information on alarm conditions to AASI Systems on a biweekly basis, as a minimum, for the duration of the rental period.
- e. If during the rental period the equipment overflows due to exceeding the hydraulic or solids loading capacity of the equipment, then costs associated with cleaning the equipment will be at the Renter's expense.
- f. Renter shall allow only qualified and duly trained operators to use, operate, maintain, and/or repair the Equipment. Renter shall at all times use the Equipment in a careful and prudent manner and in compliance with all laws and regulations. Should any parts be required to repair the Equipment during the rental period, these must be purchased from AASI.
- g. Renter is responsible for all "Daily" and "Monthly" equipment maintenance tasks per the Lubrication Schedule and Maintenance Schedule included within Section 6 of AASI's Operation & Maintenance



Manual. For every six (6) months of rental operation, one (1) field service trip for supervisory assessment of the equipment will be performed by an AASI field service technician to verify each AGS system are being properly maintained, billed at a rate of \$2,400 per trip. During the trip, the technician will perform the “Annually” and “Service Hours” maintenance tasks per the Lubrication Schedule and Maintenance Schedule included within Section 6 of AASI’s Operation & Maintenance Manual.

- h. For rentals which extend past thirty-six months of use, hereinafter called “Long Term Rentals”, Renter at its own cost & expense shall keep and maintain the replacements of components outline in Schedule B. If applicable, Schedule B may be provided at a later date.

5. **DELIVERY, INSTALLATION, AND REDELIVERY COSTS**

- a. Quoted total shipping price includes outbound transportation costs FOB Jobsite.
- b. Renter shall pay for all costs related to the Equipment including but not limited to, unloading, loading, installation, dismantling, start-up, cleaning, testing, and sampling.
- c. Upon termination of this Agreement, Renter shall return the Equipment to AASI freight prepaid, in good repair, condition, and working order; ordinary wear and tear excepted. **Prior to return shipment to AASI**, Renter shall remove all exterior dirt, offensive odor, and chemical or biological materials and shall tag the shipment with a valid RMA number obtained from AASI. Refer to paragraph 3.b. for additional instructions and implications to the security deposit associated with non-compliance with AASI’s instructions.
- d. If requested by AASI, Renter shall return the Equipment to any location designated by AASI provided that the freight charges shall not be greater than those for delivery to Loves Park, Illinois.

6. **TITLE, PERSONAL PROPERTY**

- a. The Equipment shall at all times remain the property of AASI and Renter shall have no right, title, or interest therein, except as the Renter. Renter agrees to execute any statement, including Uniform Commercial Code financing statements reasonably requested by AASI for the purpose of filing and recording to indicate that Renter’s interest in the Equipment is solely that of a Renter. Renter agrees that it will, at its cost and expense, defend AASI’s title in the Equipment against claims of any third persons claiming any right, title, or interest in the Equipment through the Renter. The Equipment shall at all times remain personal property, notwithstanding the fact that the Renter may attach it to real property or improvements.

7. **NET AGREEMENT, TAXES**

- a. The rental payments shall be net to AASI and Renter shall pay any and all sales, use, excise, personal property, or similar taxes, customs duties, and import fees levied by any governmental authority or charges imposed upon the possession of the Equipment during the term of the Agreement, excepting only any income taxes imposed upon AASI. If AASI is required by any governmental or other taxing authority to collect and remit any such tax, duty, or fee, the Renter shall be separately billed at such time for these amounts and payment shall be remitted within ten (10) days of invoicing.

8. **RISK OF LOSS AND INDEMNITY**

- a. AASI shall assume all loss resulting from normal wear and tear, with exception to “Long Term Rental” components outlined in Schedule B. Renter shall return the Equipment to AASI at the end of the rental period in the same condition as received – less normal wear and tear. The Equipment shall be clean and free of any waste and waste residue. If disposal or decontamination of the Equipment is required due to the processing of a hazardous waste, it shall be the responsibility of the Renter. If in AASI’s sole opinion, there is any accelerated wear due to the operation whether caused by



decomposition from chemical action, excessive wear due to abrasion or other extreme loading or damage from misuse, accident, neglect or other improper operations, this shall be billable to the Renter. Any charges for repairs that might arise from the aforementioned damages will be billed at normal prices and are due upon receipt. Refer to 3b for implications to the security deposit. Renter shall indemnify and hold harmless AASI from all claims, actions, costs, expenses, damages and liabilities including attorney's fees arising out of or in connection with the use the equipment by Renter.

- b. Renter shall indemnify and hold harmless AASI, its officers, employees and agents against all claims, liabilities, losses, damages and expenses, of every character and kind whatsoever, for property damage, bodily injury, sickness and/or disease resulting from either the negligence and/or willful misconduct of Renter. In no event shall either party be liable for loss or profit, revenues, or product; or for any other indirect, consequential, and special damages.

9. **INSURANCE AND LIABILITY**

- a. To the extent of its negligence, Renter ASSUMES ALL RISKS and will pay all costs and expenses of any character, arising from the use, possession, or maintenance of the Equipment and agrees to indemnify and save harmless AASI from and against all loss or damage or claims for loss or damage (including attorney's fees for injury to, or death of persons or damage to property caused by said Equipment, or arising out of the use, possession, and maintenance of the Equipment) and to give AASI immediate written notice of any such loss or damage, whatsoever. AASI is not responsible for workdays lost due to mechanical problems encountered with the Equipment.

- b. Renter shall, at its own expense, maintain insurance coverage as follows:

- i. Workman's compensation insurance and such other employee insurance as shall be required by applicable state/provincial and federal laws for each of the Renter's employees associated with the Equipment or the use thereof. Renter shall provide a Workman's Compensation waiver of subrogation in favor of AASI.
- ii. Comprehensive general liability insurance in an amount not less than \$2,000,000 combined single occurrence limits for bodily injury and/or property damage.
- iii. Property damage and loss insurance for the full replacement value of the Equipment. Aqua-Aerobic Systems, Inc., as the owner of the Equipment, shall be named as an Additional Insured. The Renter's insurance certificate shall, therefore, show the following as an Additional Insured: Aqua-Aerobic Systems, Inc., 6306 North Alpine Road, Loves Park, IL 61111.
- iv. The specified insurance coverage may be provided by a combination of primary and umbrella coverage.
- v. Renter shall provide AASI with proof of such insurance prior to shipment of the Equipment and shall maintain such insurance in effect during the term of this Agreement. AASI shall be notified in writing of any changes in coverage or cancellation at least thirty (30) days prior to the change taking place.

10. **DEFAULT AND REMEDIES**

- a. If Renter shall default in the payment of any rental payment, or otherwise breach any of the terms herein contained, or in the event any bankruptcy or insolvency proceeding is commenced by or against the Renter, or the Renter shall make an assignment for the benefit of creditors, or any action shall be taken against or by the Renter to accomplish such purpose, or if a receiver of the property or the business of the Renter is appointed, then and in any such event, in addition to any and all other



remedies otherwise available to AASI at law or in equity for breach of contract, AASI shall have the immediate right and Renter does hereby grant AASI the right to enter upon the premises of the Renter and to remove the Equipment, with or without legal process. This grant of authority shall be irrevocable until all the Equipment is returned to AASI.

- b. Renter shall pay to AASI upon demand, all costs and expenses, including legal and collection fees, incurred by AASI in enforcing the terms, conditions, or provisions of this Rental Agreement or in protecting AASI's rights and interest in the Rental Agreement and Equipment.

11. **HOLDOVER**

- a. In the event upon termination of this Agreement, Renter shall continue to retain possession of the Equipment, Renter agrees to pay to AASI the monthly rental payment, or portion thereof, during which time Renter retains such possession. During such holdover period, all of the other terms and conditions herein contained shall continue. Renter agrees that during any such holdover period it shall immediately redeliver the Equipment to AASI upon AASI's written request.

12. **WARRANTIES**

- a. AASI makes no warranty or representation, expressed or implied, (including any implied warranty of merchantability or fitness for a particular purpose) as to the appropriateness of the Equipment for any tasks or that the Equipment is appropriate for any given use to which Renter may put the Equipment.

13. **SPECIAL USE**

- a. Renter shall immediately inform AASI of any special hazard risks involved and any treatment of hazardous waste by the Equipment of which the Renter is aware or shall become aware which would require disposal, decontamination, and other extraordinary cleaning of the Equipment upon completion of the rental. Refer to 3b for implications to the security deposit.

14. **FORCE MAJEURE**

- a. Neither party shall be liable under this Agreement for delays or other non-performance (except for payment of money for Equipment defined under this agreement or for services already rendered) caused by any unusual occurrence beyond the party's reasonable control, including but not limited to war, fire, strikes, other labor troubles, unforeseen breakage of Equipment, accidents beyond the reasonable control of either party, acts of God, delays of common carriers, and unforeseeable actions of governmental authority, laws/rules, and/or regulations.

15. **NOTICE**

- a. Any written notice required hereunder shall be deemed given (1) transmitted and received electronically to/by an authorized representative of the parties, (2) when personally delivered, (3) when received by registered or certified mail, return receipt requested, or (4) when received by courier service and addressed as follows:
 - i. Aqua-Aerobic Systems, Inc.
6306 N. Alpine Rd.
Loves Park, IL 61111
 - ii. Renter:
Seward Water Office
1040 S. Columbia
Seward, NE 68434



16. **HEADINGS**

- 1. The headings to the paragraphs of this Agreement are for convenience only and are not part of this Agreement and shall have no effect on the construction or interpretation of any part of this Agreement.

17. **MISCELLANEOUS**

This Rental Agreement contains the entire Agreement between the parties and no modification may be made unless in writing. This Rental Agreement shall be governed by and construed under the laws of the State of Illinois and venue for any legal action to enforce the rights must be asserted in Winnebago County, Illinois.

TO BE SHIPPED TO:

To expedite your order, please provide the following shipping instructions:

Earliest acceptable Equipment on-site date: _____

Ship to:

Address: _____

City: _____ State _____ Zip _____

Jobsite Contact Name: _____

Jobsite Telephone Number: _____

Jobsite Contact's Cell Number: _____

Truck driver will provide advance delivery notification to the contact listed above, unless otherwise noted.

Deliveries are accepted on which days of the week (circle all that apply): MON TUE WED TH FRI SAT SUN

Acceptable hours of delivery: ____: ____ AM to ____: ____ PM

REQUIRED notice PRIOR to delivery (circle one or fill in blank): 24 48 _____ hours

Please note any upcoming holidays/dates where jobsite location is not in operation during the standard operational hours/days shown above: _____

Please confirm availability of a crane for off-loading the equipment and note if advance notice is required to make arrangements for a crane: _____



Table 1: Site Entry Requirements (Please Place a Checkmark in the Appropriate Boxes and List Any Additional Required Information):

	Yes	No
PPE (Please Specify PPE in Lines Below):		
Standard PPE (Steel-Toe Boots with Metatarsal Guards; Standard Work Gloves; ANSI Z89.1 Approved Type I, Class N, G, or C Hard Hat; and Safety Glasses with Side Shields):		
Respirator:		
H2S Monitor		
High Visibility or Chemical Protective Clothing (Please List):		
•		
•		
Any Other Special PPE Required:		
•		
•		
TWIC Card:		
No Facial Hair Allowed:		
Safety Course(s) Required Prior to Access to Jobsite OR Required at Time of Jobsite Access:		
• On-Line Safety Course(s) Required Prior to Jobsite Access:		
Please Provide Link to Website:		
Name of Course(s):		
Course Length (Time):		
• On-Site Safety Course(s):		
Name of Course(s):		
Course Length (Time):		
Please Provide List of Any Special Paperwork / Documents Required to Access Jobsite or to Work On-Site (Such as Activity Hazard Analysis, Certifications, Etc.):		
•		
•		
•		
Special Insurance Requirements:		
AASI Employee Required:		

Other delivery information you want relayed to the carrier and/or the driver:



AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

Please confirm Billing Address:

Address _____ City _____ State _____ Zip _____

Contact: _____ Phone: _____ Email: _____

Below is Aqua-Aerobics' banking information for electronic transfer of payments:

Bank Name: BMO Harris Bank N.A. **Bank location:** 111 West Monroe, Chicago, IL 60603
Routing Number: 071000288 **Account Number:** 1605617 **Swift address:** HATRUS 44 **Company Name:** Aqua Aerobic Systems, Inc

IN WITNESS WHEREOF, this Rental Agreement has been executed at Loves Park, Illinois on the day and year last noted below (effective date of the Agreement):

AQUA-AEROBIC SYSTEMS, INC.

RENTER:

By (Printed Name): _____

By (Printed Name): _____

(Title): _____

(Title): _____

Email: _____

Email: _____

Date: _____

Date: _____

AQUA-AEROBIC SYSTEMS, INC. RENTAL AGREEMENT

SCHEDULE A

EQUIPMENT:

Supply of (2) AquaNereda® AGS Rental Package

Each AquaNereda® AGS Rental Unit has an average capacity of 50,000 GPD.

- Unit is designed for outdoor use
- Equipment for this rental consists of: AquaNereda AGS Reactors, Feed Strainer / Influent Pump Skid, Blower Skid, Pre-EQ Tank, Waste Holding Tank/Tanks, Stairs for Top of Equipment Access, and Controls & Power Container
- 460V, 3 phase, 240 amp power required for two AGS reactor setup
- A crane is required to load and unload the unit
- Component weights and specifications can be found on the cutsheet attached herein.

Upstream Recommendations

For primary influent designs, ¼ inch (6 mm) perforated plate-style screening and grit removal, consisting of 95% removal at 140 mesh, is required ahead of the AquaNereda system. For primary effluent designs, screening requirements may be relaxed at the discretion of Aqua-Aerobic Systems. If alternative screening and grit removal methods are planned ahead of the AquaNereda system, please discuss screening with Aqua-Aerobic Systems to understand the impacts of the approach.

This agreement is predicated on the following items being excluded from Aqua-Aerobics' scope of supply and shall be provided by others:

- | | |
|--|---|
| <ul style="list-style-type: none">• Connection of the filter and AGS to plant piping• Permits and Licenses as required by the plant• Influent pumping (if required).• Influent valve or isolation device (if required).• Influent piping.• Effluent piping.• Filter Backwash piping.• Manpower to operate the unit and perform routine inspections as per the O+M manual.• Drain piping for the filter manual drain valve.• Chemical for phosphorus removal• Chemical for disinfection | <ul style="list-style-type: none">• Disinfection contact tank• Labor and chemical for cleaning (if required).• Access to the interior of the AGS.• Heat tracing and insulation of the equipment.• Three-phase electrical power.• Off-loading of the equipment when it arrives at the jobsite.• On-loading of the Nereda rental unit onto the truck (provided by others) at the end of the rental agreement.• Connection to a plant-wide control system (if required).• Concrete pad or other surface flat to within +/- ¼" and able to fully support the operating weight of the units. |
|--|---|



AquaNereda® AGS Rental Unit

Advanced secondary treatment in a quickly deployable package

EQUIPMENT DESCRIPTION

The AquaNereda® AGS Rental Unit is an advanced biological treatment system capable of producing high quality secondary effluent from a screened and de-gritted influent source. An option to couple the system with a tertiary filtration unit utilizing AquaDisk® Pile Cloth Media Filtration is also available.

Common applications include:

- Temporary treatment during plant construction, expansion or upgrading
- Emergency treatment due to unforeseen circumstances i.e. natural disasters
- Low-impact method to quickly increase treatment capacity if current system is at capacity
- Quickly meet regulatory requirements sooner than building permanent infrastructure
- Many more



OPERATING & DESIGN INFORMATION

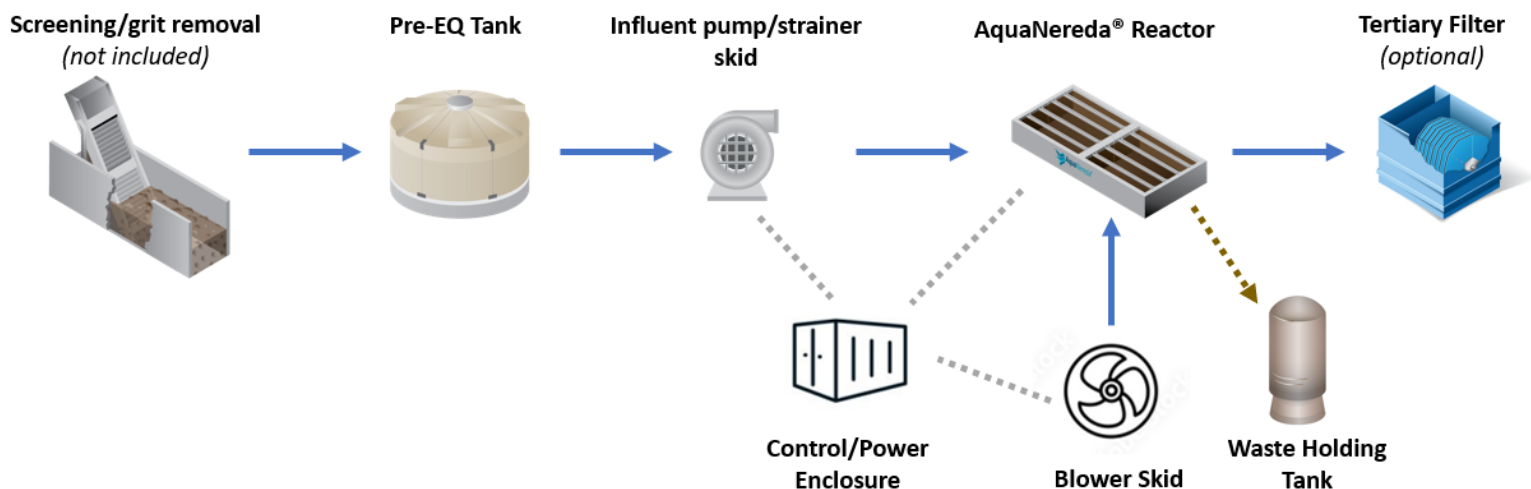
- Hydraulic Capacity* 50,000-80,000 GPD
- Effluent Achievable* BOD 10 mg/l, TSS 15 mg/l, NH4-N 1 mg/l, TN <10 mg/l, TP 1 mg/l.

**depending on influent loading, pre-EQ volume and effluent required*

MAJOR SCOPE BY OTHERS

- Rental site location with:
 - Feed water, electrical power connection, chemicals, and blocking materials to level the Rental Unit.
 - Stable surface such as a concrete slab is required.
- Maintenance and access platforms
- Safety training as required for the plant facility, if necessary.
- List of required safety equipment for Aqua-Aerobic Technician, if necessary.
- Off-loading and placement of rental equipment.
- Crane for installing and uninstalling top of reactor column.
- Personnel to assist in installation of all piping connections, electrical power connection, and the disconnection/cleaning of the Rental Unit upon conclusion of the field testing.
- Freeze protection of the Rental Unit, if necessary.
- Personnel for day-to-day operation of the AquaNereda Rental Unit.

PROCESS FLOW DIAGRAM (SIMPLIFIED)

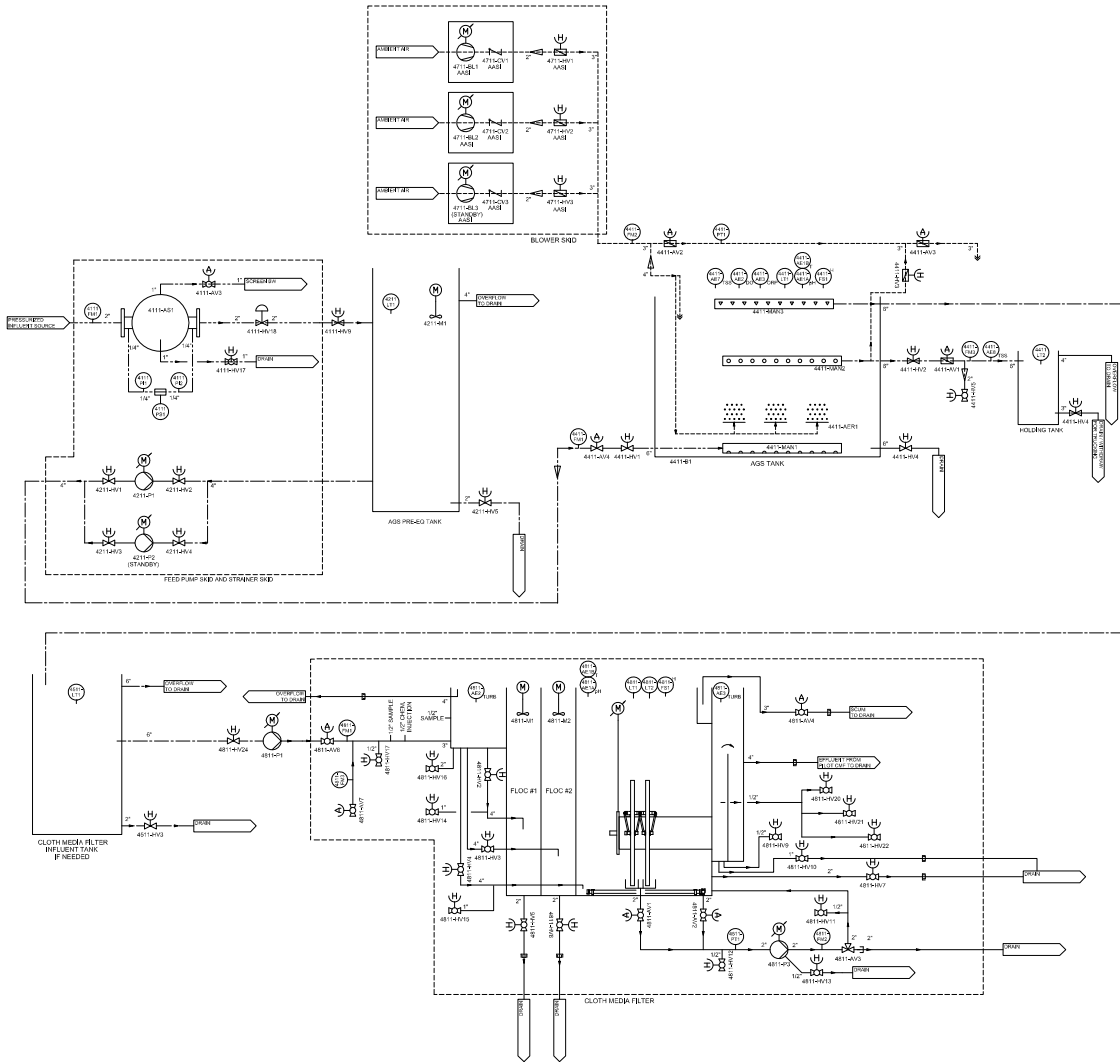


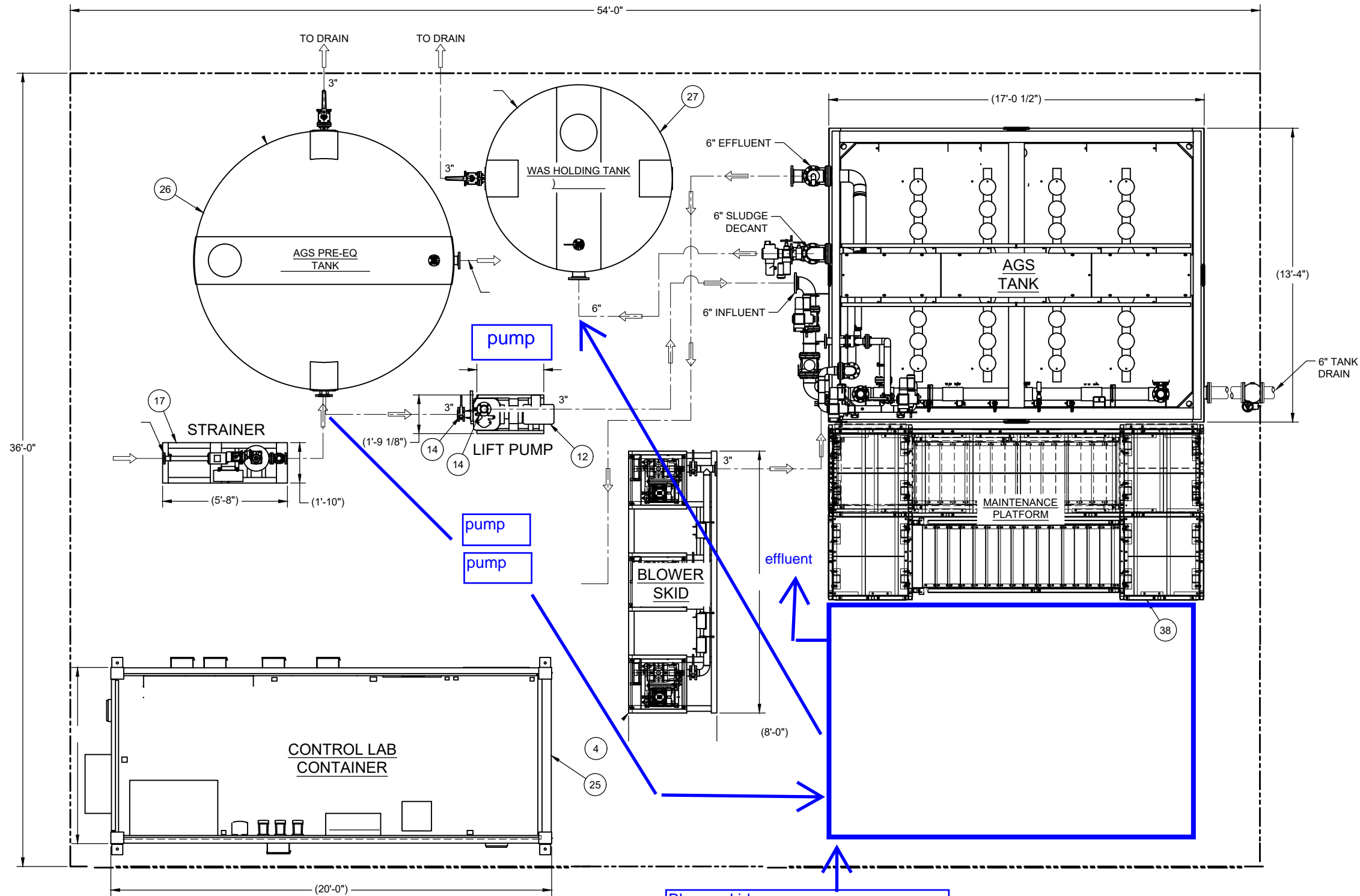
MAJOR EQUIPMENT SUMMARY

Equipment	Function	Approx. Dimensions (L x W, feet)	Dry Weight (lbs)	Piping Connections	Electrical Connections
AquaNereda® AGS Reactor	Biological Treatment	16 x 12' (24' H)	38,000	See P&ID	480v 3ph 150A (main disconnect) Normal draw 100A
Feed Strainer / influent pump skid	Influent feed	3 x 5'	1,100		
Blower Skid	Process Aeration	3 x 12'	1,200		
Pre-EQ Tank	Influent flow equalization	12' (dia)	4,100		
Controls & Power Container	HMI, PLC and power distribution	8 x 20'	5,500		

Nereda® is a registered trademark of Royal HaskoningDHV.

PRELIM DRAWINGS





LIFTING WEIGHTS:

TANK BOTTOM: 22,000 LBS
 TANK TOP: 16,000 LBS
 CONTAINER: 4,409 LBS
 WAS HOLDING TANK: 300 LBS
 PRE-EQ TANK: 600 LBS
 BLOWER SKID: 2,200 LBS

OPERATING WEIGHTS:

AGS: 312,000 LBS
 WAS HOLDING TANK: 50,300 LBS
 PRE-EQ TANK: 138,600 LBS

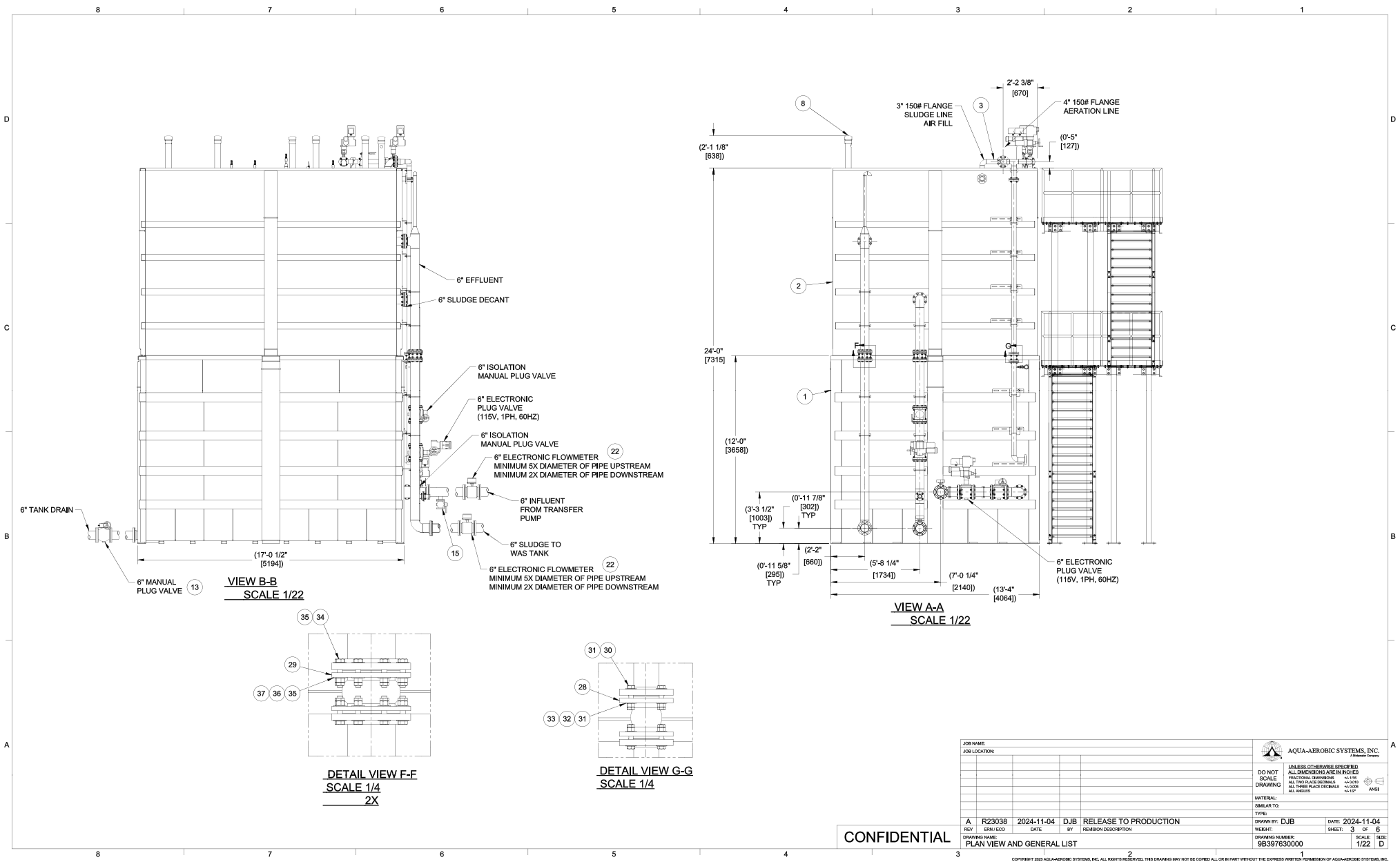
AGS TANK
 16.0' X 12.0'
 24.0' BASIN DEPTH
 22.0' WATER DEPTH

NOTE:

ALL INTERCONNECTING PIPING AND WIRING WILL BE SUPPLIED, INSTALLED, AND SUPPORTED BY OTHERS.

JOB NAME:				AQUA-AEROBIC SYSTEMS, INC.			
JOB LOCATION:				UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS ARE IN INCHES			
DO NOT SCALE DRAWING				FRACTIONAL DIMENSIONS ±.010 ALL TWO PLACE DECIMALS ALL THREE PLACE DECIMALS ±.005 ALL ANGLES ±.1°			
MATERIAL:				ANSI			
SIMILAR TO:				TYPE:			
DRAWN BY: DJB				DATE: 2024-11-04			
REV: R23038				SHEET: 1 OF 6			
DATE: 2024-11-04				BY: DJB			
REVISION DESCRIPTION: RELEASE TO PRODUCTION				WEIGHT:			
DRAWING NAME: PLAN VIEW AND GENERAL LIST				DRAWING NUMBER: 9B397630000			
SCALE: 1/32				SIZE: D			

CONFIDENTIAL



CONFIDENTIAL

JOB NAME:				AQUA-AEROBIC SYSTEMS, INC. <small>© 2024 Aqua-Aerobic Systems, Inc.</small>	
JOB LOCATION:				UNLESS OTHERWISE SPECIFIED: ALL DIMENSIONS ARE IN INCHES	
				DO NOT SCALE DRAWING	
				FRACTIONAL DIMENSIONS 1/8" & 1/4"	
				ALL TWO PLACE DECIMALS 1/32"	
				ALL THREE PLACE DECIMALS 1/64"	
				ALL ANGLES 1/4"	
				ANSI	
MATERIAL:				TYPE:	
SIMILAR TO:				DRAWN BY: DJB	
				DATE: 2024-11-04	
A R23038		2024-11-04		DJB	
REV		ENR/EDD		DATE	
BY		REVISION DESCRIPTION		WEIGHT: 3 OF 6	
DRAWING NAME:		PLAN VIEW AND GENERAL LIST		DRAWING NUMBER: 98597630000	
				SCALE: 1/22	
				SIZE: D	

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AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

NEREDA® NON DISCLOSURE AGREEMENT

BY AND BETWEEN Seward Water Office, having its registered office at 1040 S. Columbia, Seward, NE 68434, hereinafter to be referred to as "*Recipient*",

And

Aqua-Aerobic Systems, Inc., a company incorporated in the United States of America, having its registered head office at 6306 N. Alpine Rd, Loves Park, IL 61111 United States, hereinafter referred to as "*Partner*", on the other hand.

WHEREAS, *Partner* owns proprietary know-how and information with regard to water and waste water treatment in general and is a licensee of Haskoning (hereinafter "*Haskoning*") with respect to the Nereda® Technology as defined hereafter, hereinafter in general terms referred to as "*Proprietary Know-How*";

WHEREAS, *Haskoning* owns proprietary know-how and information with regard to and the technology for biological treatment of waste water with aerobic granular biomass, of which the method, the design, the embodiments, the use and/or the operation thereof, are patented around the world including but not limited to the patents EP 0964831 and EP 1542932, US patents US6566119 and US7273553B2, defined herein as "*Nereda Technology*";

WHEREAS, Nereda® is a registered trade mark of *Haskoning* variably registered around the world for practical purposes herein referred to as "*Nereda*";

WHEREAS, *Recipient* is a municipality;

WHEREAS, *Recipient* is active in the field of municipal government; and

WHEREAS, both Parties want to collaborate on a wastewater treatment plant, (hereinafter referred to as '*Purpose*') for which *Purpose* it will be necessary to disclose or allow disclosure to *Recipient* of certain *Confidential Information*, as defined hereafter, and to this end *Partner* requires *Recipient* to sign a non-disclosure agreement, hereinafter referred to as '*Agreement*'.

WHEREAS, *Recipient* considers to apply Nereda® technology for a waste water treatment plant located at Seward Wastewater Treatment Plant, 537 Main Street, Seward, NE 68434, having a *Partner* Project Identification Number of 118936;

NOW THEREFORE THE PARTIES HERETO HAVE MUTUALLY AGREED AS FOLLOWS;

1. “*Confidential information*” (as set out hereafter) means Know How (“Know How” means all unpatented information, whether or not published, relating to the Nereda® Technology, conceived, developed, or acquired by *Haskoning* or *Partner*, including the *Haskoning* proprietary process control system (including software) for process control of Nereda installations (hereinafter called the ‘Nereda Controller’), the Nereda® Granular Sludge and any information obtained by *Haskoning* during the operation of the Plant, that is provided to *Recipient* from *Partner*) and all information related to Nereda® Technology communicated orally and within ten (10) days confirmed as confidential in writing, or in written form, in analog or digital format marked as confidential, including but not limited to software, documents, graphs, designs, specifications, drawings, reports and all other technical and non-technical information, relating to the Nereda® Technology and/or the Nereda® Granular Sludge disclosed to *Recipient* either directly or indirectly by *Partner* and/or *Haskoning* in writing and marked ‘confidential’, or if disclosed orally or visually confirmed in writing as confidential within ten (10) days as of the date of such disclosure.

“*Confidential Information*” shall exclude, as evidenced by *Recipient*, any and all information and data which (i) was already in the possession of *Recipient* at the moment of disclosure or transfer by *Partner*, or (ii) was in the public domain at the moment of disclosure or transfer by *Partner* to *Recipient*, or (iii) is lawfully obtained from a third party without obligation of confidentiality to *Recipient*; or (iv) appears in the public domain, but not because of negligence or willful misconduct by *Recipient*.

Notwithstanding the foregoing, *Recipient* may disclose *Confidential Information* to employees of *Recipient* who agree to abide by the terms of this *Agreement*.

2. In consideration of the disclosure of the *Confidential Information* by *Partner* to the *Recipient*, the *Recipient* agrees to treat as confidential, to hold in confidence and not to use or commercially exploit except for the *Purpose* including without limitation not to sell, disclose to any third party, copy, duplicate, use for reverse engineering or to otherwise reproduce, any and all *Confidential Information* without having first obtained the express written consent of *Partner* and in strict accordance with the terms of such consent and whether this information has been disclosed to *Recipient*, directly or indirectly, through, by or on behalf of *Partner*, its holding companies, subsidiaries or affiliates, or has been developed by or been contributed by *Recipient*, in whole or in part, at the instruction and/or expense of *Partner*. The foregoing obligations of non-disclosure and non-use include the obligation not to include *Confidential Information* in any patent applications and not to disclose *Confidential Information* to the patent office of any country. *Recipient* agrees to treat any *Confidential Information* at least with the same care as the *Recipient* observes, or should observe, towards its own confidential information.
3. *Recipient* agrees that all information, defined herein as *Confidential Information*, shall remain the property of *Partner*. Each Party acknowledges that neither Party is obligated to supply any *Confidential Information* under this *Agreement*. Neither Party shall have liability to the other Party resulting from the use of *Confidential Information* nor any other information or advice provided hereunder. In providing *Confidential Information*, no obligation is undertaken by either Party to provide additional information or to update or correct inaccuracies which may become apparent in any *Confidential Information*.
4. *Recipient* shall neither have rights nor license express or implied under this *Agreement* other than those expressly provided herein.
5. Notwithstanding the provisions of Clause 2 and provided the *Recipient* has convincingly evidenced to *Partner* that any *Confidential Information* satisfies the requirements i, ii or iii below, the *Recipient* shall be entitled to make any disclosure of the *Confidential Information*:
 - i. to the extent required by, or essential to comply with, any law or the requirements of any government, court or regulatory authority provided that it gives *Partner* not less than five business days’ prior notice of such disclosure where such notice is practicable and lawful and *Partner* shall have the right, at its own expense, to contest any such disclosure under this Clause 5.i or

- ii. to any of its directors, officers, employees, legal counsels or auditors, who have a need to know the *Confidential Information* in order to perform their roles or professional functions in connection with the *Purpose*, and only upon ensuring that such persons are bound by terms of confidentiality which are at least as onerous as those agreed hereunder;
 - iii. other than under Clause 5.i hereunder, to third parties only upon the *Recipient's* receipt of the prior written consent of *Partner*, provided that the *Recipient* shall take all reasonable measures to limit the *Confidential Information* disclosed to a minimum, and such third parties are legally bound to confidentiality obligations no less than set forth herein.
6. Within fifteen (15) days of the receipt of *Partner's* notice, the *Recipient* shall destroy or return to *Partner* all of the *Confidential Information* and copies, extracts or other reproductions thereof. This provision specifically includes, but is not limited to, all related samples and technical drawings and any revisions thereto. Notwithstanding the return or destruction of the *Confidential Information*, each party shall continue to be bound by its confidentiality and other obligations hereunder for the term provided.
7. Without prejudice to any other rights or remedies which *Partner* may have, the *Recipient* acknowledges and agrees that damages may not be an adequate remedy for any breach by the *Recipient* of the provisions of the *Agreement*. *Partner* may be entitled – without proof of special damage – to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the *Recipient*. Notwithstanding the aforementioned, for each and every breach of this *Agreement* *Partner* shall have the right to be compensated for any and all losses and damages caused by such breach by *Recipient*.
8. This *Agreement* shall be binding upon the *Parties* and their respective legal successors, except that this *Agreement* is personal to the parties hereto and may not be assigned by *Recipient* without prior written approval of *Partner*.
9. In respect of any right in this *Agreement* the benefit of which is expressed to be in favour of directors, officers, employees, legal counsels or auditors of the *Recipient* or the holding companies, subsidiaries or affiliates of *Partner* (as the case may be) then the *Recipient* or *Partner* (as applicable) shall be deemed to have entered into this *Agreement* as agent on behalf of those directors, officers, employees, legal counsels or auditors in relation to the *Recipient* or the holding companies, subsidiaries or affiliates in relation to *Partner* in order that those persons shall have the benefit of any such right.
10. Subject to Clauses 5.i, 7, and 8, a person who is not a party to this *Agreement* has no right under the Contracts (Rights of Third Parties) Act 1999 or any similar law regarding third party rights in any jurisdiction to enforce any term of this *Agreement*.
11. No provision of this *Agreement* shall be considered to have been waived by any party hereto except when such waiver is made in writing.
12. In case any term or provision of this *Agreement* should prove to be invalid or ineffective, the validity or the other provisions hereof shall not be affected thereby. The parties to the *Agreement*, or, if the case occurs, the arbiters, shall endeavor to replace the invalid or ineffective terms or provisions by valid and effective ones, which correspond best to the original economic and general intent.
13. This *Agreement* (and any dispute or claim arising out of or in connection with it or its subject matter or formation, including non-contractual claims or disputes) shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction). EACH PARTY HERETO AGREES THAT IT WILL BRING ANY ACTION UNDER THIS AGREEMENT EXCLUSIVELY IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURT OF THE STATE IN EACH CASE LOCATED IN THE CITY OF ROCKFORD, ILLINOIS AND COUNTY OF WINNEBAGO, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. The Parties shall seek a protective order in such proceedings to protect the confidentiality of

all *Confidential Information* and shall cooperate with each other to ensure that available legal procedures will be applied for and used to protect such documents and other confidential information during court procedures.

14. This *Agreement* shall take effect upon signature by the parties and shall continue in full force and effect until 3 (three) calendar twelve month periods after the Plant has definitely been taken out of operation, or in any case at least 5 (five) calendar twelve month periods after signing of this *Agreement*. The foregoing notwithstanding, all trade secret information shall be safeguarded by *Recipient* as required by this *Agreement* in perpetuity or for so long as such information remains a trade secret under applicable law, whichever occurs first.

AS AGREED BY BOTH PARTIES BY THEIR REPRESENTATIVES THERETO DULY AUTHORIZED,

Place: Loves Park, IL Date:

Place: Date:

Aqua-Aerobic Systems, Inc.

Recipient: Seward Water Office

Name:

Name:

Signature:

Signature:

2. Consideration of a Change Order (#1) with Van Kirk Bros. Contracting for the Worthman Blvd Watermain Phase III Project, Increasing by \$43,792.85 - City Engineer Oneby

CHANGE ORDER NO.: 1

Owner: City of Seward
 Engineer: The Schemmer Associates
 Contractor: Van Kirk Bros. Contracting
 Project: Worthman Boulevard Watermain Phase III
 Contract Name: NA

Owner's Project No.: 011206.001
 Engineer's Project No.: 011206.001
 Contractor's Project No.:

Date Issued: 2/24/2026

Effective Date of Change Order:
 Upon Full Execution Below

The Contract is modified as follows upon execution of this Change Order:

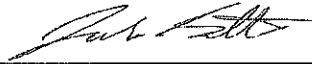
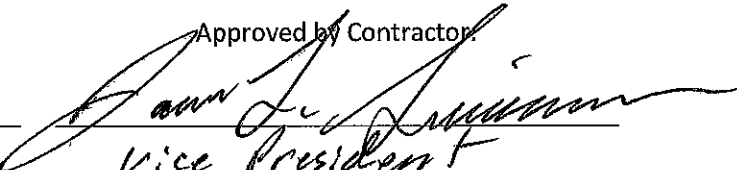
Description:

1. Change the 90' of 16" water main pipe through the casing to be restrained joint water main pipe
2. Extend the casing by 7' to STA 18+06.71.
3. Access to the north side of the project will be through the Seward Electric Department substation access road. Updated plan sheets are attached.
4. The following sections of the Special Provisions are revised as follows (see attachments):
 Contract Time, Status of Easement, BNSF Railway Company
5. City of Seward to pay all BNSF flagging costs for up to 28 days.

Attachments:

- Work Order #1
- Revision 1 plan sheets: A1, C1, G2, J2-J3, K4-K5, W1
- Special Provisions – Change Order #1

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>396,160.28</u>	Original Contract Times: Substantial Completion: <u>60 days or 4/24/26</u> Ready for final payment: _____
Previous Change Orders: \$ <u>0</u>	Increase from previously approved Change Orders: Substantial Completion: <u>NA</u> Ready for final payment: <u>NA</u>
Contract Price prior to this Change Order: \$ <u>396,160.28</u>	Contract Times prior to this Change Order: Substantial Completion: <u>60 days or 4/24/26</u> Ready for final payment: _____
Increase this Change Order: \$ <u>\$43,792.85</u>	Increase this Change Order: Substantial Completion: <u>60 days from 3/9/26</u> Ready for final payment: _____
Contract Price incorporating this Change Order: \$ <u>439,953.13</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>5/8/26</u> Ready for final payment: <u>5/8/26</u>

	Recommended by Engineer (if required)	Approved by Contractor
By:	<u></u>	<u></u>
Title:	<u>Manager, Construction Administration</u>	<u>Vice President</u>
Date:	<u>2/24/26</u>	<u>2-25-26</u>
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:	_____	_____
Title:	<u>Mayor</u>	_____
Date:	<u>March 3, 2026</u>	_____



PROJECT Worthman Boulevard Watermain Phase III
 PROJECT NO. 011206.001

WORK ORDER NO. 1

CONTRACT DATE: _____ DATE: 2/24/26
 CONTRACTOR: Van Kirk Bros. Contracting OWNER: City of Seward

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

Restrained Joint Watermain

Install 16" restrained joint watermain pipe throughout the length of the casing instead of 16" watermain pipe.

Extend Casing

Smooth steel casing will be extended to the north by 7', or STA 18+06.71. Connection to existing main has also moved 7' to STA 18+28. This will move the bore pit outside of BNSF ROW and remove the need for a shoring plan review and BNSF flagging for the north end of the project, per the BNSF Utility Accommodation Policy. The extension does not eliminate the need for shoring. Temporary shoring cost has been converted to a lump sum price.

Construction Entrance

Plan set has been updated to show all construction traffic to enter the north site by utilizing the Seward Electric Department substation access road. This will require additional Remove and Reset Fence quantity. Updated plan sheets are attached.

Line Item	Description	Original Quantity	Updated Quantity	Unit Price	Total Change
7	Remove and Reset Fence	30 LF	50 LF	\$8.75	\$175
12	Seeding, Type B	.48 AC	.87 AC	\$4,650	\$1,813.50
13	Erosion Control, Class 1D	2,314 SY	4,216 SY	\$2.60	\$4,945.20
14	Fabric Silt Fence, Low Porosity	1,261 LF	1,502 LF	\$5.90	\$1,421.90
18	16" Water Main Pipe	173 LF	77 LF	\$82.00	-\$7,872
19	Restrained Joint Water Main Pipe, 16"	12 LF	12 LF	\$343.75	0.00
20	Smooth Steel Casing, Bored In Place, 30"	90 LF	97 LF	\$1,129.00	\$7,903
32	Temporary Shoring (removed as unit cost item)	800 SF	0 SF	\$235.00	-\$188,000
32	Temporary Shoring (converted to Lump Sum)	N/A	1 LS	\$188,000	\$188,000
CO#1	Restrained Joint Water Main Pipe, 16", installed in 30" casing	0 LF	103 LF	\$343.75	\$35,406.25
TOTAL CHANGE					\$43,792.85

PLANS FOR CONSTRUCTION

WORTHMAN BOULEVARD WATER MAIN

PHASE III

CITY OF SEWARD

SCHEMMER
 Design with Purpose. Build with Confidence.
 333 SOUTH 21ST STREET, SUITE 102
 LINCOLN, NEBRASKA 68510
 CERTIFICATE OF AUTHORIZATION: CA-0666

PROJECT NO.	SHEET NO.
SCHEMMER NO. 09336001-D	A1

(R1) 02-24-2026
 Sheets included in this revision:
 A1, C1, G2, J2-J3, K4-K5 & W1

ALL NON-WATER MAIN CONSTRUCTION SHALL
 ADHERE TO THE 2017 ENGLISH EDITION OF
 THE NEBRASKA STANDARD SPECIFICATIONS.

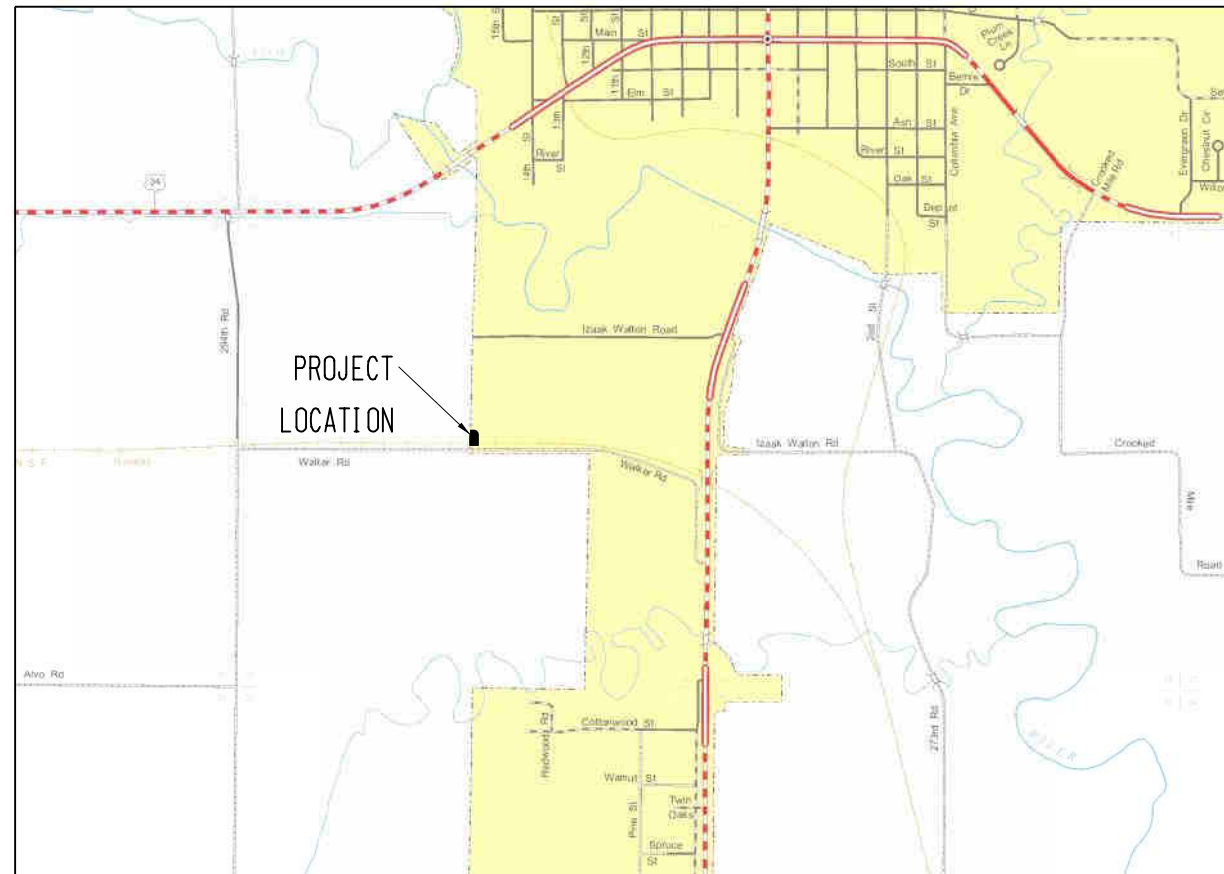
ALL WATER MAIN CONSTRUCTION SHALL
 ADHERE TO THE SPECIAL PROVISIONS.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
A1	TITLE SHEET
C1	SUMMARY OF QUANTITIES
F1	HORIZONTAL ALIGNMENT AND CONTROL POINTS
G1	GENERAL INFORMATION
G2	CONTRACTOR ACCESS
J1	CONSTRUCTION AND REMOVAL
J2 - J3 (R1)	EROSION CONTROL
K1 - K5	WATER MAIN
M1	TRAFFIC CONTROL
W1	RIGHT-OF-WAY

STD. PLAN NO.	DESCRIPTION
329	8 TO 16 INCH CONCRETE PAVEMENT
501	EROSION CONTROL
920	TRAFFIC CONTROL, CONSTRUCTION & MAINTENANCE
923	TRAFFIC CONTROL ROAD CLOSURE
924	URBAN TRAFFIC CONTROL PLAN

LINCOLN STD. PLAN NO.	DESCRIPTION
185	PIPE BEDDING
301	WATER MAIN RECONSTRUCTION
310	WATER MAIN VALVE MANHOLES, AIR RELIEFS AND BLOW OFFS
320	R.C. COLLARS, THRUST BLOCKS, ANCHORAGES, TEE BLOCKS AND PLUG BLOCKS
325	TRACER WIRE INSTALLATION



THE WORK ON THIS PROJECT CONSISTS OF GROUPS	
1-GRADING, 3-SURFACING, L-EROSION CONTROL, W-WATER	
▲ GROUPS 1, 3, L, W	ARE INCLUDED IN THE LETTING OF _____
▲ GROUPS _____	ARE INCLUDED IN THE LETTING OF _____
■ GROUPS _____	ARE INCLUDED IN THE LETTING OF _____

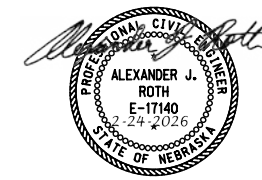
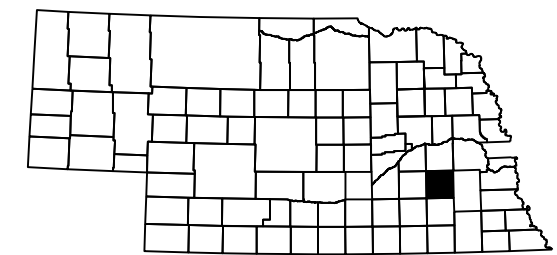
PLANS PREPARED BY:
 THE SCHEMMER ASSOCIATES, INC.
 333 S. 21ST STREET, SUITE 102
 LINCOLN, NE 68510

CONVENTIONAL SIGNS

FENCE R.O.W. OR WIRE	— x —
GUARDRAIL	— — — — —
TRAVELED WAY	== == == == ==
DIKE	XXXXXXXXXXXX
CULVERT	— — — — —
POWER POLE	■
TELEPHONE POLE	◆
MAILBOX	□
RAILROAD TRACKS	— — — — —
MARSH	
TREE - CONIFEROUS	●
TREE - DECIDUOUS	○

R.O.W. LEGEND

NEW CONTROLLED ACCESS	— — — — —
PREVIOUS CONTROLLED ACCESS	— — — — —
LIMITS OF CONSTRUCTION	— — — — —
PREVIOUS R.O.W.	— — — — —
NEW R.O.W.	— — — — —
EXISTING PERMANENT EASEMENT	— — — — —
TEMPORARY EASEMENT	— — — — —
EXCESS TAKING	— — — — —
PERMANENT EASEMENT	— — — — —
EXISTING RAILROAD EASEMENT	— — — — —
NEW RAILROAD PERMANENT EASEMENT	— — — — —
NEW RAILROAD TEMPORARY EASEMENT	— — — — —



APPROVED:	SEWARD CITY
_____	_____
_____	DATE

S U M M A R Y O F Q U A N T I T I E S

(R1) 02-24-2026

GRADING GROUP I

ITEM	QUANTITY	UNITS
MOBILIZATION	1	LUMP SUM
TRAFFIC CONTROL	1	LUMP SUM
GENERAL CLEARING AND GRUBBING	1	LUMP SUM
SALVAGING AND PLACING TOPSOIL	2,323	SQUARE YARDS
REMOVE PAVEMENT	17	SQUARE YARDS
STABILIZED CONSTRUCTION EXIT	1	EACH
REMOVE AND RESET FENCE	(R1) 30 50	LINEAL FEET

SURFACING GROUP 3

ITEM	QUANTITY	UNITS
CRUSHED ROCK SURFACE COURSE	54	TON
8" CONCRETE PAVEMENT, CLASS 47B-3500	73	SQUARE YARDS
CLASS 47B-3000 CONCRETE FOR HEADER	2	CUBIC YARDS
SUBGRADE PREPARATION	93	SQUARE YARDS

EROSION CONTROL GROUP L

ITEM	QUANTITY	UNITS
SEEDING, TYPE B	(R1) 0.48 0.87	ACRES
EROSION CONTROL, CLASS 1D	(R1) 2,314 4,216	SQUARE YARDS
FABRIC SILT FENCE - LOW POROSITY	(R1) 1,261 1,502	LINEAL FEET

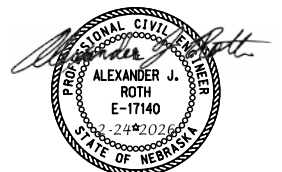
WATER MAIN GROUP W

ITEM	QUANTITY	UNITS
REMOVE 16" PLUG	1	EACH
REMOVE WATER MAIN, 14"	12	LINEAL FEET
REMOVE WATER MAIN, 16"	30	LINEAL FEET
16" WATER MAIN PIPE	(R1) +73 77	LINEAL FEET
RESTRAINED JOINT WATER MAIN PIPE, 16"	(R1) +2 115	LINEAL FEET
SMOOTH STEEL CASING, BORED IN PLACE, 30"	(R1) 96 97	LINEAL FEET
14" SOLID SLEEVE, M.J.	2	EACH
16" SOLID SLEEVE, M.J.	2	EACH
16" X 45 DEG BEND, M.J.	4	EACH
16" X 90 DEG BEND, M.J.	1	EACH
16" GATE VALVE, M.J. (VALVE PROVIDED BY CITY OF SEWARD)	4	EACH
16" X 14" REDUCER, M.J.	2	EACH
16" X 16" TEE, M.J.	1	EACH
16" RETAINER GLAND	27	EACH
14" RETAINER GLAND	2	EACH
CONCRETE FOR THRUST BLOCKS AND ANCHORAGES	16.8	CUBIC YARDS
STEEL FOR THRUST BLOCKS AND ANCHORAGES	520.3	POUNDS
TEMPORARY SHORING	(R1) 806 400	SQUARE FEET
WATER MAIN TESTING AND DISINFECTION	1	LUMP SUM

ROADWAY DESIGN DIVISION.

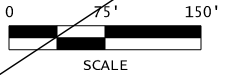
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 Date: 24-FEB-2026 11:52
 Computer: LINNEGANS

File: 09336001 Water Main Phase 3 Summary of Quantities - Rev1.dgn
 Scale: 1:40



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333 SOUTH 21ST STREET, SUITE 102
LINCOLN, NEBRASKA 68510
CERTIFICATE OF AUTHORIZATION: CA-0666

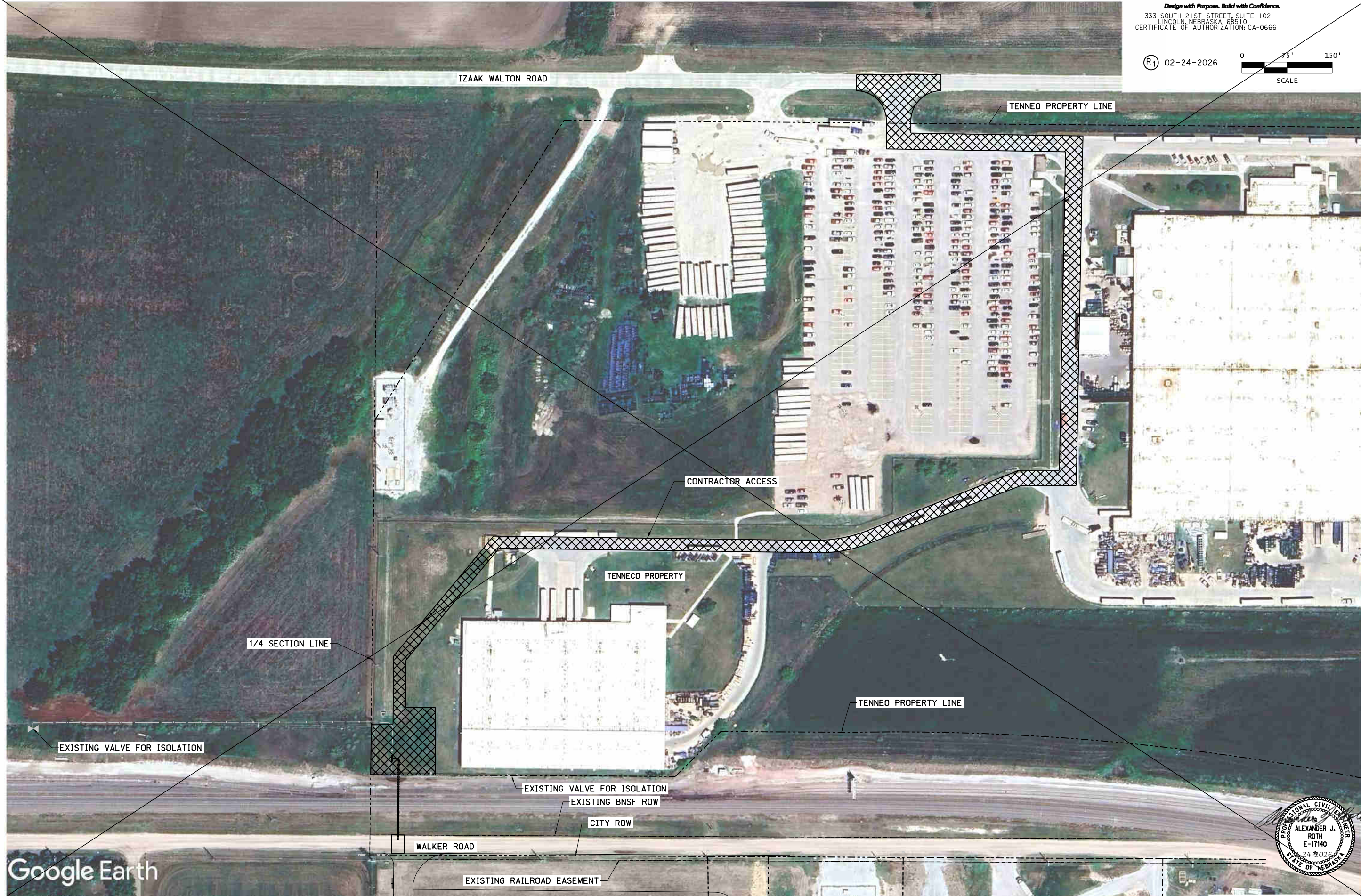
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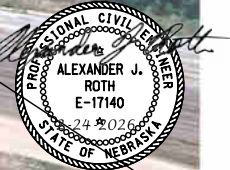
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Scale: 1:150



Google Earth

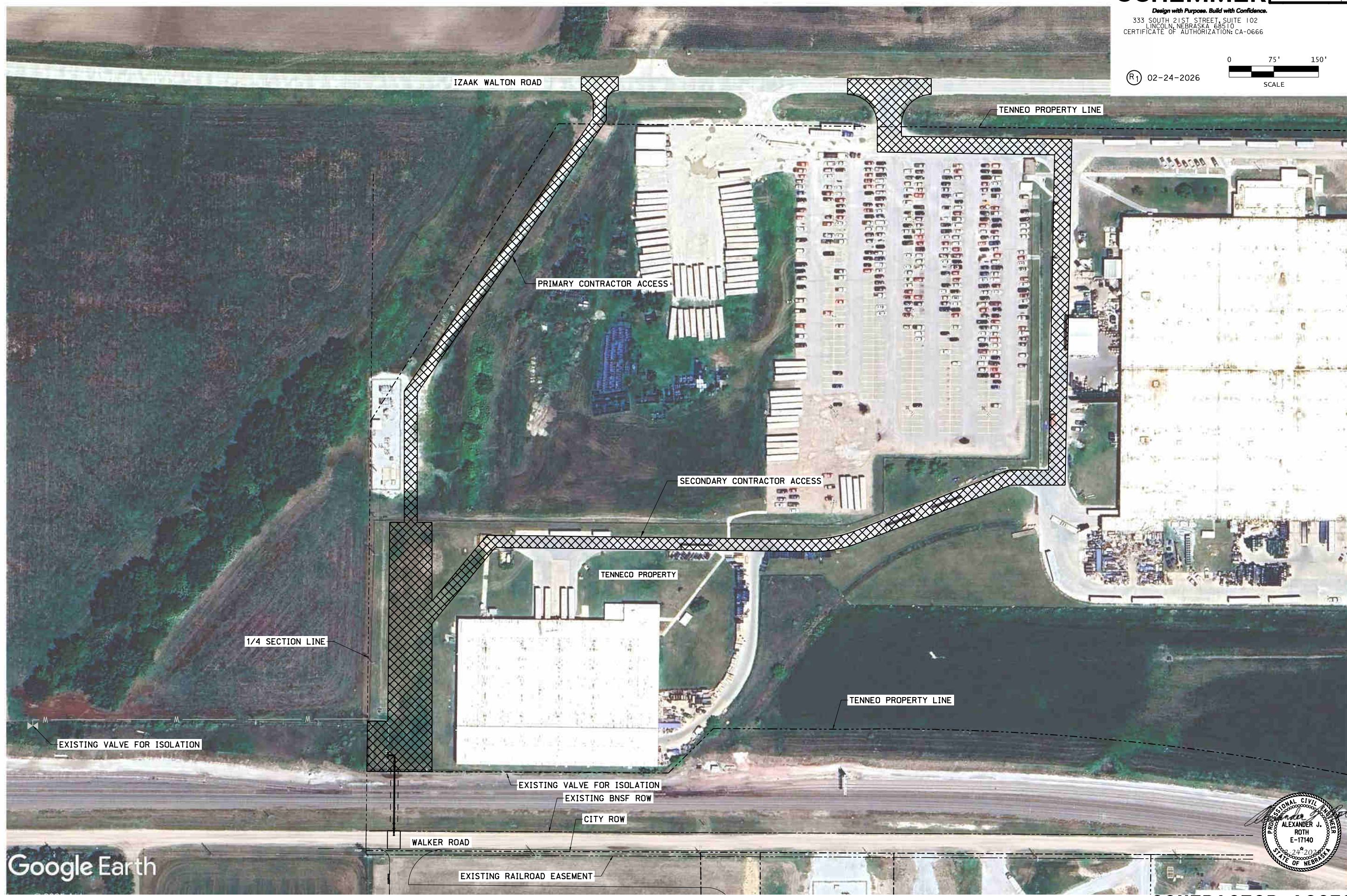


CONTRACTOR ACCESS

ROADWAY DESIGN DIVISION.

PROJECT LOCATION: HIGHWAY 15 & WORTHMAN BLVD, SEWARD, NE
Date: 24-FEB-2026 11:53 Computer: LINNEGANS

File: 09336001 PT01-Phase 3 - Rev1.dgn
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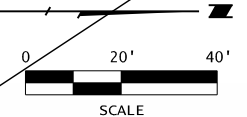


PROFESSIONAL CIVIL ENGINEER
ALEXANDER J. ROTH
E-17140
02-24-2026
STATE OF NEBRASKA

CONTRACTOR ACCESS

Design with Purpose. Build with Confidence.
 333 SOUTH 21ST STREET, SUITE 102
 LINCOLN, NEBRASKA 68510
 CERTIFICATE OF AUTHORIZATION: CA-0666

(R1) 02-24-2026



BUILD EROSION CONTROL-CLASS 1D, PLAN 501					
STATION	TO	STATION	SIDE	DESCRIPTION	SQ. YDS.
VARIES			LT./RT.	AREAS OF DISRUPTION	2270

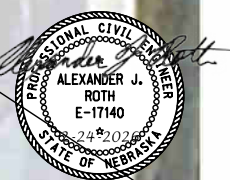
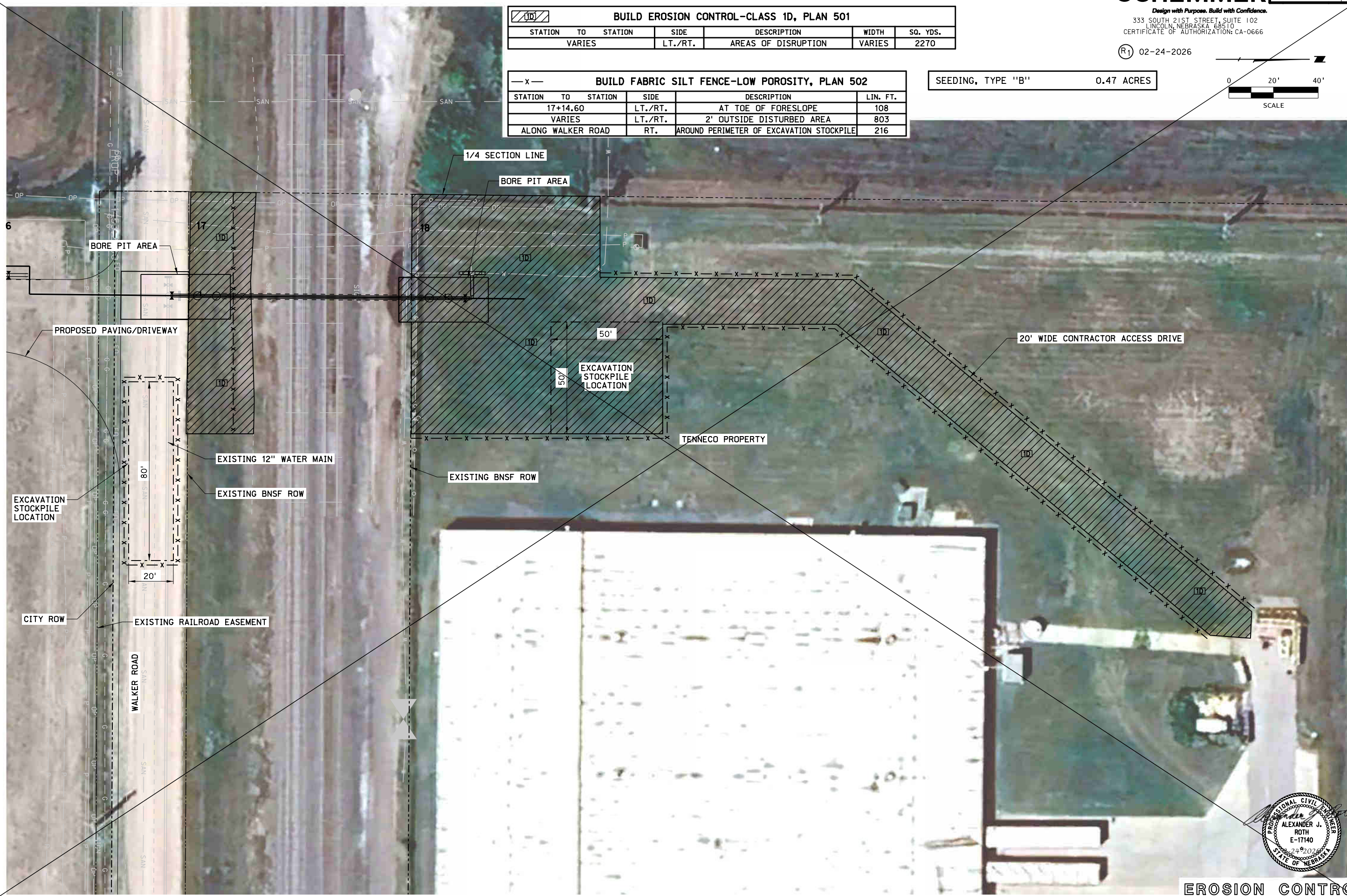
BUILD FABRIC SILT FENCE-LOW POROSITY, PLAN 502					
STATION	TO	STATION	SIDE	DESCRIPTION	LIN. FT.
17+14.60			LT./RT.	AT TOE OF FORESLOPE	108
VARIES			LT./RT.	2' OUTSIDE DISTURBED AREA	803
ALONG WALKER ROAD			RT.	AROUND PERIMETER OF EXCAVATION STOCKPILE	216

SEEDING, TYPE "B" 0.47 ACRES

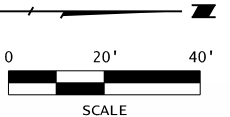
ROADWAY DESIGN DIVISION.

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 Date: 24-FEB-2026 11:34
 Computer: LINMEGANS

File: 09336001 PC01-Phase 3 - Rev1 - Deleted Sht.dgn
 Scale: 1:40



EROSION CONTROL



BUILD EROSION CONTROL-CLASS 1D, PLAN 501					
STATION TO	STATION	SIDE	DESCRIPTION	WIDTH	SQ. YDS.
VARIES		LT./RT.	AREAS OF DISRUPTION	VARIES	4076

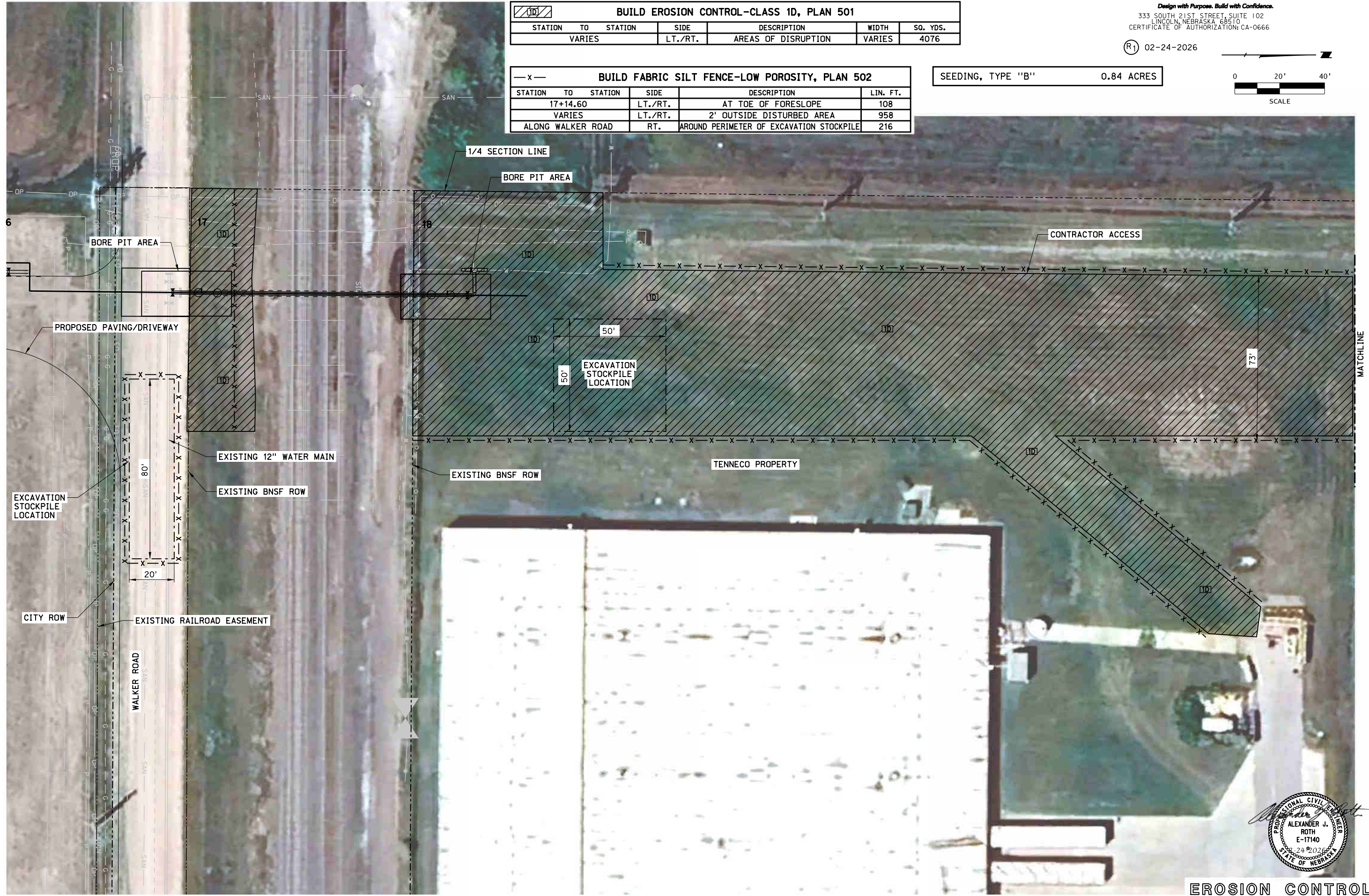
BUILD FABRIC SILT FENCE-LOW POROSITY, PLAN 502				
STATION TO	STATION	SIDE	DESCRIPTION	LIN. FT.
17+14.60		LT./RT.	AT TOE OF FORESLOPE	108
VARIES		LT./RT.	2' OUTSIDE DISTURBED AREA	958
ALONG WALKER ROAD		RT.	AROUND PERIMETER OF EXCAVATION STOCKPILE	216

SEEDING, TYPE "B" 0.84 ACRES

ROADWAY DESIGN DIVISION.

PROJECT LOCATION: HIGHWAY 15 & WORTHMAN BLVD, SEWARD, NE
 Date: 24-FEB-2026 11:35 Computer: LINNEGANS

File: 09336001 PC01-Phase 3 - Rev1.dgn
 Scale: 1:40



PROFESSIONAL CIVIL ENGINEER
 ALEXANDER J. ROTH
 E-17140
 FEB 24 2026
 STATE OF NEBRASKA

EROSION CONTROL

ROADWAY DESIGN DIVISION.

PROJECT LOCATION: HIGHWAY 15 & WORTHMAN BLVD, SEWARD, NE
Date: 24-FEB-2026 11:35 Computer: LINMEGANS

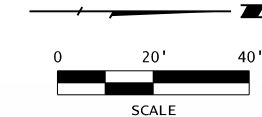
File: 09336001 PC02-Phase 3 - Rev1.dgn
Scale: 1:40

SCHEMMER

PROJECT NO. 09336001-D SHEET NO. J3

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333 SOUTH 21ST STREET, SUITE 102
LINCOLN, NEBRASKA 68510
CERTIFICATE OF AUTHORIZATION: CA-0666

(R1) 02-24-2026

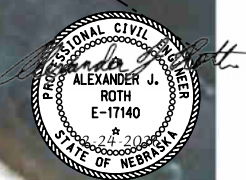


BUILD EROSION CONTROL-CLASS 1D, PLAN 501				
STATION	TO STATION	SIDE	DESCRIPTION	SQ. YDS.
	VARIES	LT./RT.	AREAS OF DISRUPTION	96

REMOVE & RESET FENCE		
LOCATION	SIDE	LIN. FT.
SOUTH OF SUBSTATION FOR CONTRACTOR ACCESS	℄	20

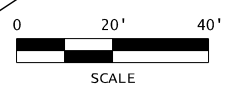
BUILD FABRIC SILT FENCE-LOW POROSITY, PLAN 502			
STATION	TO STATION	SIDE	LIN. FT.
	VARIES	LT./RT.	2' OUTSIDE DISTURBED AREA
			86

SEEDING, TYPE "B" 0.02 ACRES

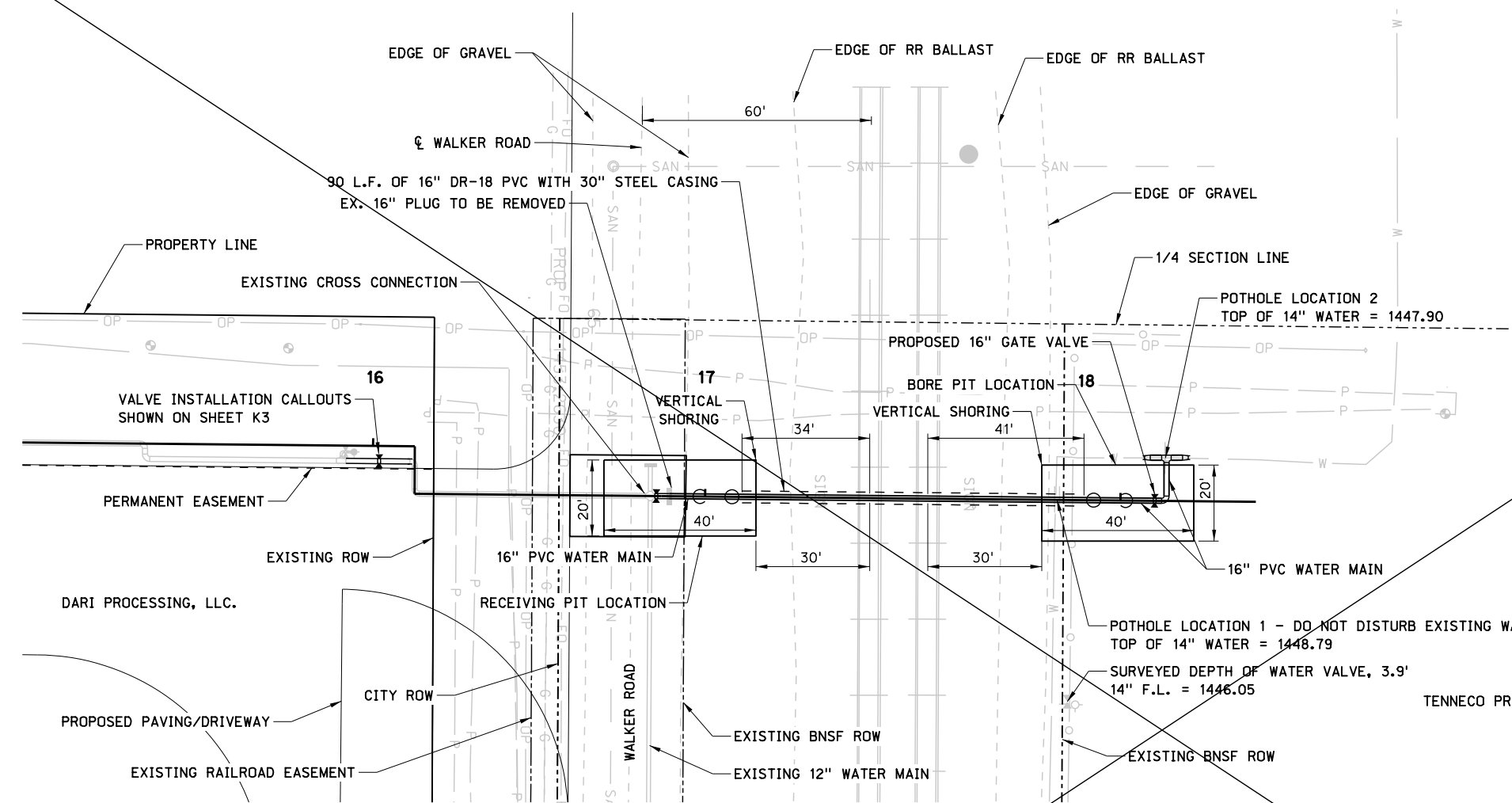


EROSION CONTROL

(R1) 02-24-2026



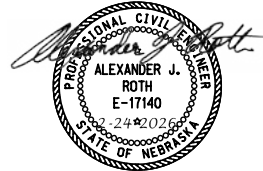
ROADWAY DESIGN DIVISION.



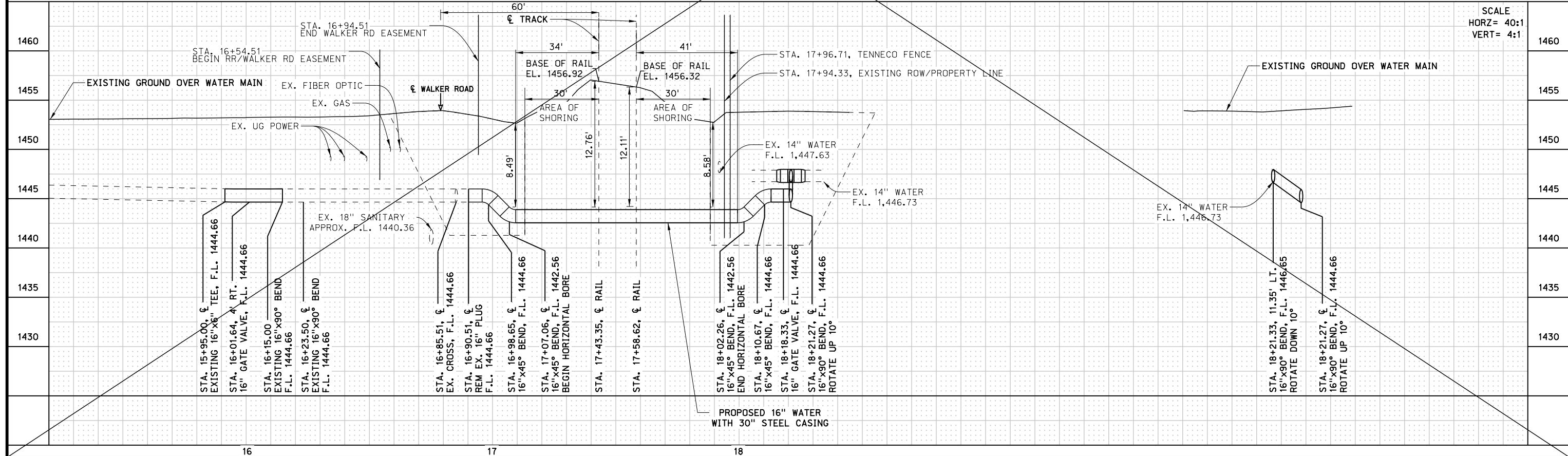
STEEL PIPE SHALL BE IN CONFORMANCE WITH ASTM A1097 AND OF LEAKPROOF CONSTRUCTION, SUCH AS BUTT WELDED OR INTERLOCKING JOINTS WHICH ARE CAPABLE OF WITHSTANDING RAILROAD LOADING. PIPE SHALL BE ASTM A-139, GRADE B AND HAVE A SPECIFIED MINIMUM YIELD STRENGTH, SMYS, OF AT LEAST 35,000 PSI (POUNDS PER SQUARE INCH/241,317KPa.)

ALL METALLIC CASING PIPES ARE TO BE DESIGNED FOR EFFECTIVE CORROSION CONTROL, LONG SERVICE LIFE AND RELATIVELY FREE FROM ROUTINE SERVICING AND MAINTENANCE. CORROSION CONTROL MEASURES FOR METALLIC CASING PIPING MUST INCLUDE COATING SUCH AS FUSION BONDED EPOXY COATING (FBE) WITH AN ABRASION RESISTANT OVERCOATING (ARO).

STEEL CASING PIPE WILL BE SEALED ON BOTH ENDS.

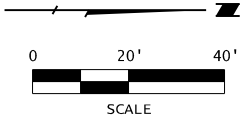


WATER MAIN PLAN AND PROFILE

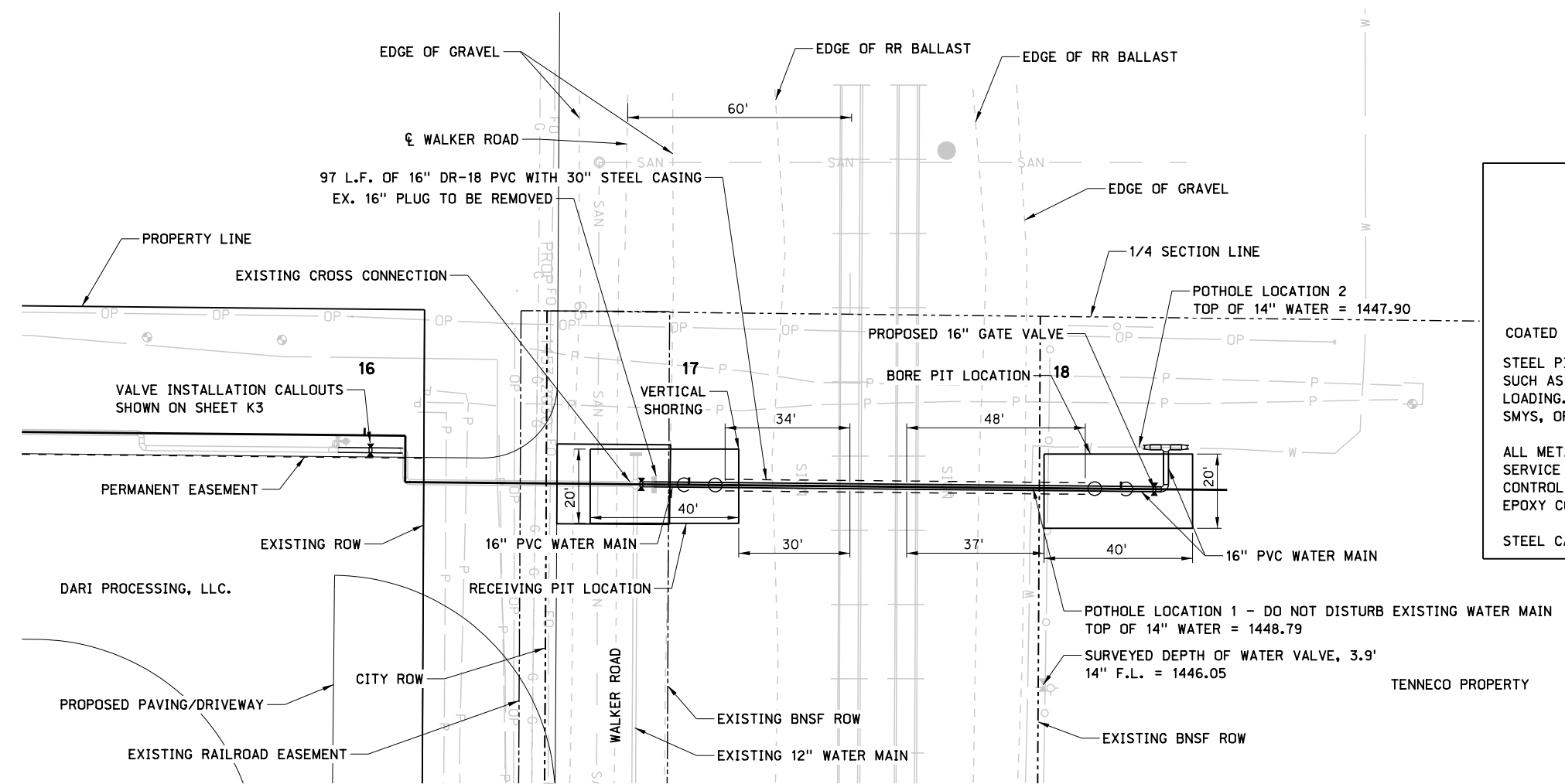


File: 09336001 PW04-Phase 3 - RePRG-0000150001-HIGHWAY 15 & WORTHMAN BLVD., SEWARD, NE
 Date: 24-FEB-2026 11:36
 Computer: LIMMIGANS
 Scale: 1:40

02-24-2026



ROADWAY DESIGN DIVISION.

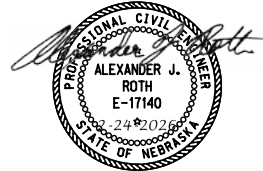


30" STEEL CASING PIPE
 0.406" WALL THICKNESS
 0.967" WALL THICKNESS
 16" PVC CARRIER PIPE
 COATED STEEL CASING SPACER

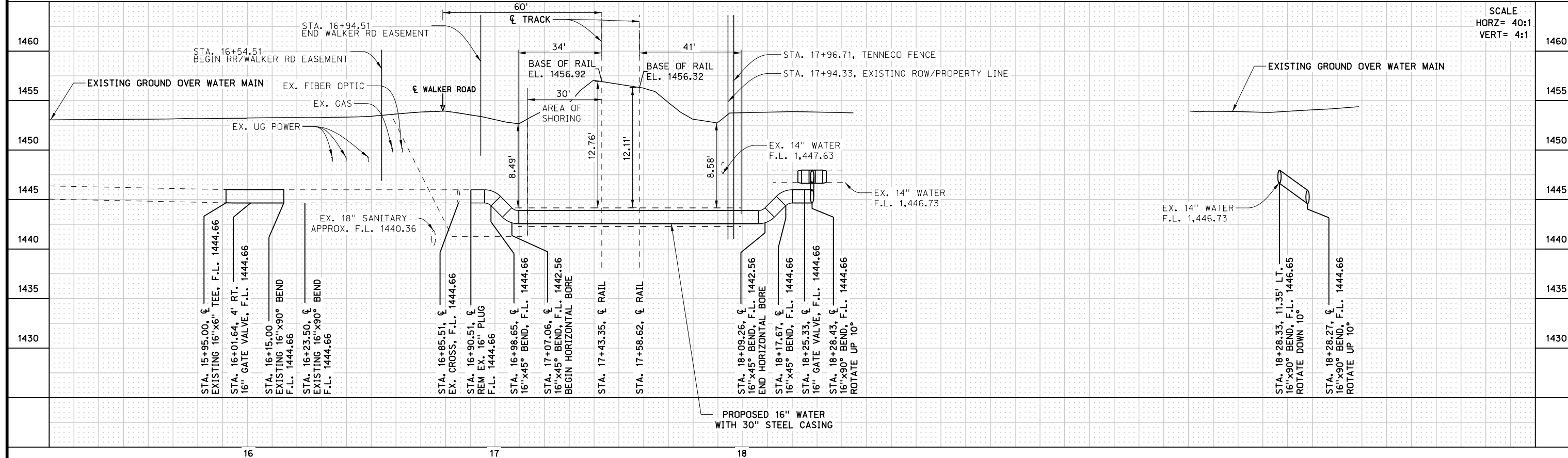
STEEL PIPE SHALL BE IN CONFORMANCE WITH ASTM A1097 AND OF LEAKPROOF CONSTRUCTION, SUCH AS BUTT WELDED OR INTERLOCKING JOINTS WHICH ARE CAPABLE OF WITHSTANDING RAILROAD LOADING. PIPE SHALL BE ASTM A-139, GRADE B AND HAVE A SPECIFIED MINIMUM YIELD STRENGTH, SMYS, OF AT LEAST 35,000 PSI (POUNDS PER SQUARE INCH/241,317KPa.)

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STEEL CASING PIPE WILL BE SEALED ON BOTH ENDS.

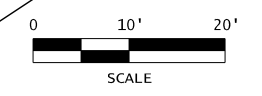


WATER MAIN PLAN AND PROFILE



File: 09336001 PWD4-Phase 3 - RePRoject LOCATION: HIGHWAY 15 & WORTHMAN BLVD., SEWARD, NE
 Date: 24-FEB-2026 11:36 Computer: LIMMIGANS
 Scale: 1:40

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 333 SOUTH 21ST STREET, SUITE 102
 LINCOLN, NEBRASKA 68510
 CERTIFICATE OF AUTHORIZATION: CA-0666



(R1) 02-24-2026

NOTE TO CONTRACTOR:
 EXISTING SHUTOFF VALVE LOCATED
 APPROXIMATELY 561' WEST & 10'
 SOUTH OF 1/4 SECTION LINE

REMOVE FITTING				
STATION	OFFSET	SIZE	TYPE	EA
16+90.51	℄	16"	PLUG	1

REMOVE 14" WATER MAIN PIPE		
STATION TO STATION	SIDE	L.F.
18+15.58 - 18+27.09	11.30' LT.	12

WATER VALVE			
NO.	STATION	OFFSET	DESCRIPTION
1	16+87.14	℄	1 - 16" GATE VALVE, M.J. 2 - 16" RETAINER GLANDS
2	18+18.33	℄	1 - 16" GATE VALVE, M.J. 2 - 16" RETAINER GLANDS

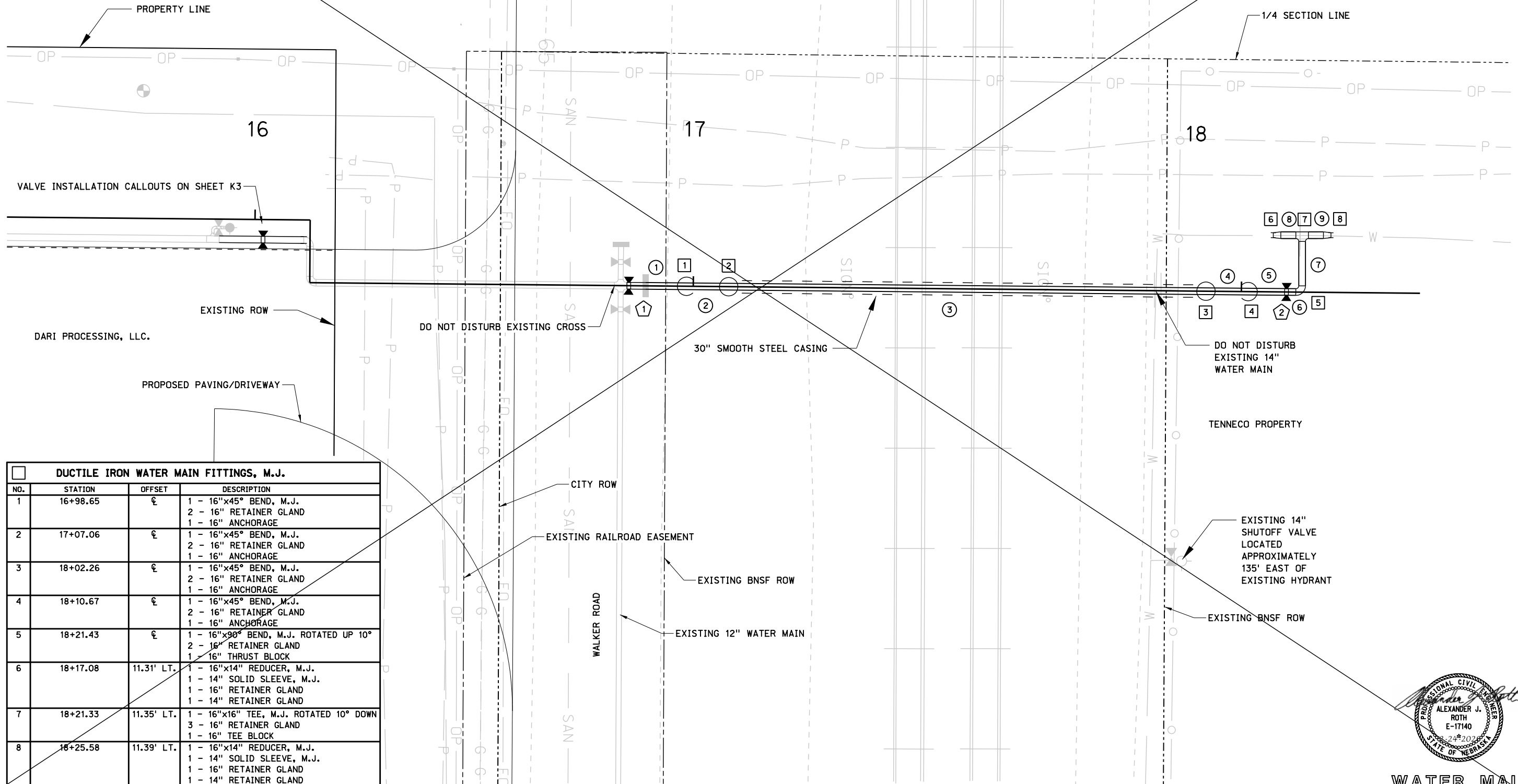
NOTE: 16" GATE VALVES PROVIDED BY THE CITY OF SEWARD

RESTRAINED JOINT WATER MAIN				
NO.	STATION	TO STATION	SIDE	L.F.
7	18+21.33	- 18+21.43	℄-11.35' LT	16"

WATER MAIN					
NO.	STATION	TO STATION	SIDE	SIZE	L.F.
1	16+90.51	- 16+98.65	℄	16"	8
2	16+98.65	- 17+07.06	℄	16"	9
3	17+07.06	- 18+02.26	℄	16"	96
4	18+02.26	- 18+10.67	℄	16"	9
5	18+10.67	- 18+18.33	℄	16"	8
6	18+18.33	- 18+21.27	℄	16"	3
8	18+17.08	- 18+21.33	11.31'-11.35' LT	16"	5
9	18+21.33	- 18+25.58	11.35'-11.39' LT	16"	5

SMOOTH STEEL CASING, BORED IN PLACE, 30"				
STATION	TO STATION	SIDE	SIZE	L.F.
17+09.71	- 17+99.71	℄	30"	90

CONC. & STEEL FOR THRUST BLOCKS AND ANCHORAGES				
STATION	OFFSET	SIZE	CONC (CY)	STEEL (LB)
16+98.65	℄	16"	3.46	92
17+07.06	℄	16"	3.46	92
18+02.26	℄	16"	3.46	92
18+10.67	℄	16"	3.46	92
18+21.43	℄	16"	2.0	109.5
18+21.33	11.35' LT.	16"	1.0	42.8



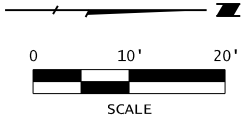
DUCTILE IRON WATER MAIN FITTINGS, M.J.			
NO.	STATION	OFFSET	DESCRIPTION
1	16+98.65	℄	1 - 16"x45° BEND, M.J. 2 - 16" RETAINER GLAND 1 - 16" ANCHORAGE
2	17+07.06	℄	1 - 16"x45° BEND, M.J. 2 - 16" RETAINER GLAND 1 - 16" ANCHORAGE
3	18+02.26	℄	1 - 16"x45° BEND, M.J. 2 - 16" RETAINER GLAND 1 - 16" ANCHORAGE
4	18+10.67	℄	1 - 16"x45° BEND, M.J. 2 - 16" RETAINER GLAND 1 - 16" ANCHORAGE
5	18+21.43	℄	1 - 16"x90° BEND, M.J. ROTATED UP 10° 2 - 16" RETAINER GLAND 1 - 16" THRUST BLOCK
6	18+17.08	11.31' LT.	1 - 16"x14" REDUCER, M.J. 1 - 14" SOLID SLEEVE, M.J. 1 - 16" RETAINER GLAND 1 - 14" RETAINER GLAND
7	18+21.33	11.35' LT.	1 - 16"x16" TEE, M.J. ROTATED 10° DOWN 3 - 16" RETAINER GLAND 1 - 16" TEE BLOCK
8	18+25.58	11.39' LT.	1 - 16"x14" REDUCER, M.J. 1 - 14" SOLID SLEEVE, M.J. 1 - 16" RETAINER GLAND 1 - 14" RETAINER GLAND



WATER MAIN

ROADWAY DESIGN DIVISION
 PROJECT LOCATION: HIGHWAY 15 & WORTHMAN BLVD, SEWARD, NE
 Date: 24-FEB-2026 11:56
 Computer: LINNEGANS
 File: 09336001 PW05-Phase 3 - Rev1 - Deleted Sht.dgn
 Scale: 1:20

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 333 SOUTH 21ST STREET, SUITE 102
 LINCOLN, NEBRASKA 68510
 CERTIFICATE OF AUTHORIZATION: CA-0666



(R1) 02-24-2026

NOTE TO CONTRACTOR:
 EXISTING SHUTOFF VALVE LOCATED
 APPROXIMATELY 561' WEST & 10'
 SOUTH OF 1/4 SECTION LINE

REMOVE FITTING				
STATION	OFFSET	SIZE	TYPE	EA
16+90.51	℄	16"	PLUG	1

REMOVE 14" WATER MAIN PIPE		
STATION TO STATION	SIDE	L.F.
18+22.58 - 18+34.09	11.30' LT.	12

WATER VALVE			
NO.	STATION	OFFSET	DESCRIPTION
1	16+87.14	℄	1 - 16" GATE VALVE, M.J. 2 - 16" RETAINER GLANDS
2	18+25.33	℄	1 - 16" GATE VALVE, M.J. 2 - 16" RETAINER GLANDS

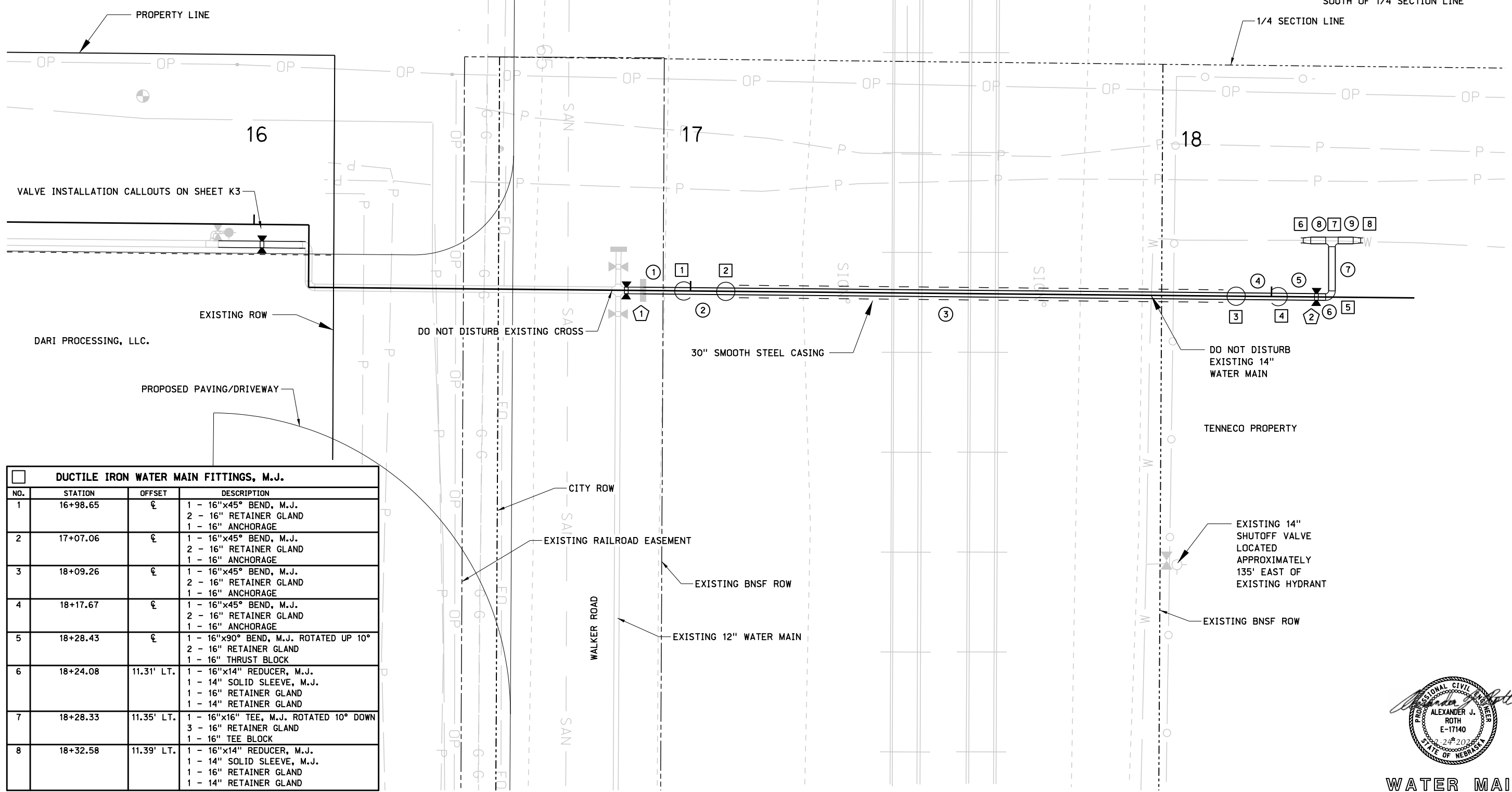
NOTE: 16" GATE VALVES PROVIDED BY THE CITY OF SEWARD

RESTRAINED JOINT WATER MAIN				
NO.	STATION TO STATION	SIDE	SIZE	L.F.
3	17+07.06 - 18+02.26	℄	16"	103
7	18+28.33 - 18+28.43	℄-11.35' LT	16"	12

WATER MAIN					
NO.	STATION TO STATION	SIDE	SIZE	L.F.	
1	16+90.51 - 16+98.65	℄	16"	8	
2	16+98.65 - 17+07.06	℄	16"	9	
4	18+09.26 - 18+17.67	℄	16"	9	
5	18+17.67 - 18+25.33	℄	16"	8	
6	18+25.33 - 18+28.27	℄	16"	3	
8	18+24.08 - 18+28.33	11.31'-11.35' LT	16"	5	
9	18+28.33 - 18+32.58	11.35'-11.39' LT	16"	5	

SMOOTH STEEL CASING, BORED IN PLACE, 30"			
STATION TO STATION	SIDE	SIZE	L.F.
17+09.71 - 18+06.71	℄	30"	97

CONC. & STEEL FOR THRUST BLOCKS AND ANCHORAGES				
STATION	OFFSET	SIZE	CONC (CY)	STEEL (LB)
16+98.65	℄	16"	3.46	92
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18+09.26	℄	16"	3.46	92
18+17.67	℄	16"	3.46	92
18+28.43	℄	16"	2.0	109.5
18+28.33	11.35' LT.	16"	1.0	42.8



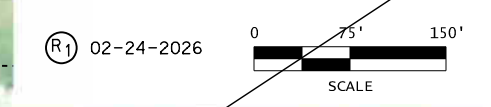
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2	17+07.06	℄	1 - 16"x45° BEND, M.J. 2 - 16" RETAINER GLAND 1 - 16" ANCHORAGE
3	18+09.26	℄	1 - 16"x45° BEND, M.J. 2 - 16" RETAINER GLAND 1 - 16" ANCHORAGE
4	18+17.67	℄	1 - 16"x45° BEND, M.J. 2 - 16" RETAINER GLAND 1 - 16" ANCHORAGE
5	18+28.43	℄	1 - 16"x90° BEND, M.J. ROTATED UP 10° 2 - 16" RETAINER GLAND 1 - 16" THRUST BLOCK
6	18+24.08	11.31' LT.	1 - 16"x14" REDUCER, M.J. 1 - 14" SOLID SLEEVE, M.J. 1 - 16" RETAINER GLAND 1 - 14" RETAINER GLAND
7	18+28.33	11.35' LT.	1 - 16"x16" TEE, M.J. ROTATED 10° DOWN 3 - 16" RETAINER GLAND 1 - 16" TEE BLOCK
8	18+32.58	11.39' LT.	1 - 16"x14" REDUCER, M.J. 1 - 14" SOLID SLEEVE, M.J. 1 - 16" RETAINER GLAND 1 - 14" RETAINER GLAND

ROADWAY DESIGN DIVISION
 PROJECT LOCATION: HIGHWAY 15 & WORTHMAN BLVD, SEWARD, NE
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 File: 09336001 PW05-Phase 3 - Rev1.dgn
 Scale: 1:20



WATER MAIN

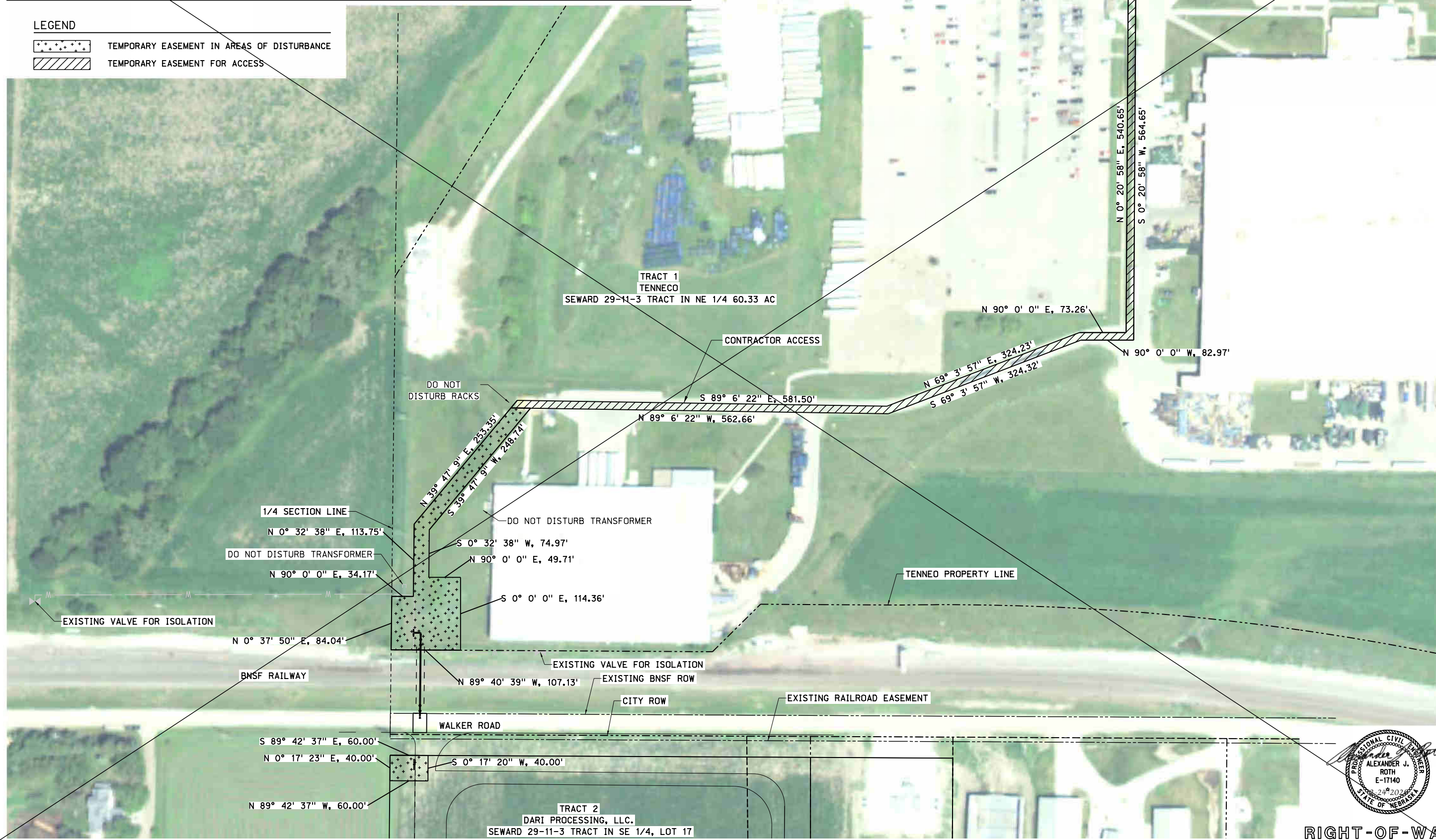
Design with Purpose. Build with Confidence.
 333 SOUTH 21ST STREET, SUITE 102
 LINCOLN, NEBRASKA 68510
 CERTIFICATE OF AUTHORIZATION: CA-0666



OWNERSHIP			TEMPORARY EASEMENTS		
TRACT NO.	OWNER	DESCRIPTION	TAKING SQ. FT.	AREA OF DISTURBANCE	FOR ACCESS
1	TENSENE001 LLC	29-11-3 TRACT IN NE 1/4 60.33 AC	0	19,115.19 S.F.	22,445.84 S.F.
2	DARI PROCESSING, LLC.	29-11-3 TRACT IN SE 1/4, LOT 17	0	2,400 S.F.	0

LEGEND

	TEMPORARY EASEMENT IN AREAS OF DISTURBANCE
	TEMPORARY EASEMENT FOR ACCESS



ROADWAY DESIGN DIVISION.

PROJECT LOCATION: HIGHWAY 15 & WORTHMAN BLVD, SEWARD, NE
 Date: 24-FEB-2026 11:56
 Computer: LINNEGANS

File: 09336001 PR01-Phase 3 - Rev1 - Deleted Sht.dgn
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RIGHT-OF-WAY

ROADWAY DESIGN DIVISION.

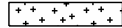

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File: 09336001 PR01-Phase 3 - Rev1.dgn
Scale: 1:150

EXHIBIT A

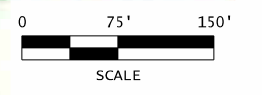
OWNERSHIP			TEMPORARY EASEMENTS		
TRACT NO.	OWNER	DESCRIPTION	TAKING SQ. FT.	AREA OF DISTURBANCE	FOR ACCESS
1	TENSENE001 LLC	29-11-3 TRACT IN NE 1/4 60.33 AC	0	37,781.51 S.F.	37,843.05 S.F.
2	DARI PROCESSING, LLC.	29-11-3 TRACT IN SE 1/4, LOT 17	0	2,400 S.F.	0

LEGEND

-  TEMPORARY EASEMENT IN AREAS OF DISTURBANCE
-  TEMPORARY EASEMENT FOR ACCESS

IZAAK WALTON ROAD

TENNECO PROPERTY LINE



(R1) 02-24-2026

20' WIDE PRIMARY CONTRACTOR ACCESS
 NOTE: CONSTRUCTION TRAFFIC TO REMAIN WITHIN LIMITS OF EXISTING GRAVEL SURFACE.

TRACT 1
 TENNECO
 SEWARD 29-11-3 TRACT IN NE 1/4 60.33 AC

12' WIDE SECONDARY CONTRACTOR ACCESS
 NOTE: CONSTRUCTION TRAFFIC TO REMAIN WITHIN LIMITS OF EXISTING PAVED SURFACE.

N 90° 0' 0" E, 20.00'
 N 0° 37' 50" E, 43.89'
 N 90° 0' 0" E, 26.50'
 S 0° 37' 50" W, 43.89'
 S 0° 37' 50" W, 130.75'

DO NOT DISTURB RACKS
 S 89° 6' 22" E, 30.84'

1/4 SECTION LINE
 N 0° 32' 38" E, 333.56'

DO NOT DISTURB TRANSFORMER
 N 90° 0' 0" E, 34.17'

DO NOT DISTURB TRANSFORMER
 S 0° 37' 50" W, 249.44'

EXISTING VALVE FOR ISOLATION

N 0° 37' 50" E, 84.04'

TRACT 1 - POB
 BNSF RAILWAY

EXISTING VALVE FOR ISOLATION
 N 89° 40' 39" W, 107.17'

EXISTING BNSF ROW

CITY ROW

EXISTING RAILROAD EASEMENT

WALKER ROAD

S 89° 42' 37" E, 60.00'

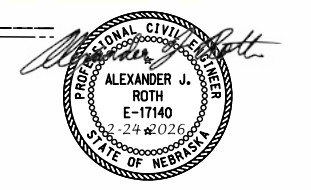
TRACT 2 - POB

S 0° 32' 58" W, 40.00'

N 0° 32' 58" E, 40.00'

N 89° 42' 37" W, 60.00'

TRACT 2
 DARI PROCESSING, LLC.
 SEWARD 29-11-3 TRACT IN SE 1/4, LOT 17



RIGHT-OF-WAY

SPECIAL PROVISIONS – CHANGE ORDER NO. 1

CONTRACT TIME

~~All work associated with this project shall be substantially complete by April 24th, 2026 with an anticipated notice to proceed of February 18th, 2026. Once construction begins, the Contractor shall have no more than 60 calendar days to complete all work associated with the project. Suspension of calendar days may be requested by the Contractor to be approved by the City.~~

All work associated with this project shall be substantially complete by May 8th, 2026. Beginning on March 9th, 2026, the Contractor shall have no more than 60 calendar days to complete all work associated with the project. Suspension of calendar days may be requested by the Contractor to be approved by the City.

Failure to meet the substantial completion date of the overall project shall result in liquidated damages of \$800 per calendar day beyond the specified calendar days allowed.

Substantial completion shall be defined as all new water main in service. Final completion of all work shall be completed by ~~May 22nd~~ June 6th, 2026. Determination of Substantial Completion and Final Completion shall be subject to the City's Representative's approval.

STATUS OF EASEMENT

~~The Owner anticipates securing all necessary Right of Way, Easements, or Right of Entry prior to the beginning of construction. There are two tracts that require easement acquisition. The plans identify the location and amount of easement necessary for the project.~~

~~The Contractor will not be allowed to perform work outside the existing public right of way on any tract until legal and physical possession has been acquired by the City, or a right of entry has been acquired by the City that will allow the Contractor to work on the property. If necessary, the Contractor will be granted an extension of time for completion of work outside the existing right of way if a delay is caused due to the above tract(s) not being acquired.~~

There are two tracts that require written approval of right-of-entry or easement acquisition. The plans identify the location and amount of easement necessary for the project.

The Contractor will not be allowed to perform work outside the existing public right-of-way on any tract until a right-of-entry has been acquired by the City that will allow the Contractor to work on the property. If necessary, the Contractor will be granted an extension of time for completion of work outside the existing right of-way if a delay is caused due to the above tract(s) not being acquired.

BNSF RAILWAY COMPANY

Upon execution of the Construction Agreement, the Contractor agrees to adhere to all “Licensee” requirements set forth within the attached Pipeline License and will comply with the BNSF Scheduling Agent Process. The Contractor shall obtain their own insurance matching the terms shown in the Pipeline License. ~~The Owner shall pay all BNSF Railway scheduling, inspection, and flagger fees as defined herein. It is assumed the construction duration within the BNSF Railway right-of-way will not exceed 14 days. Any scheduling, inspection, and flagger fees required for work to continue beyond the original 14 days will be borne by the Contractor.~~

The Owner shall pay all BNSF Railway scheduling, inspection, and flagger fees as defined herein. It is assumed the construction duration within the BNSF Railway right-of-way will not exceed 28 days. In consultation with the Contractor, the City has pre-paid fees from March 9, 2026, through April 4, 2026, six days per week, 7 AM to 7 PM. Any scheduling, inspection, and flagger fees required for work to continue beyond the original 28-day period will be borne by the Contractor.

The Contractor shall not enter BNSF premises or commence construction unless accompanied by a BNSF representative, the Scheduling Agent, or its designee. The Contractor shall notify the BNSF representative or Scheduling Agent at BNSFScheduling@wilsonco.com or 816-556-3624 at least fifteen (15) days prior to installation of the pipeline or entering BNSF premises. No encroachment above, below or on BNSF Right-of-Way will be allowed without the presence of an Inspector Coordinator and Flagman.

The Contractor 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 prior to entering upon the premises. The certification is good for one year, and each person entering the premises must possess the card certifying completion.

The Contractor must present and maintain a copy of the Pipeline License on site for the duration of the installation activities.

The Contractor shall only use public roadways to cross from one side the BNSF tracks to the other.

All other terms and conditions of the Special Provisions, specifications and drawings shall remain unchanged and in effect.

3. Presentation and Acceptance of Seward Police Department Annual Report - Chief of Police Peters

SEWARD POLICE DEPARTMENT



2025 ANNUAL REPORT

Table of Contents

Letter from Chief Peters

Mission Statement

Personnel

- Department Photos
- Organizational Chart
- Professional Affiliations

Administration

- Training and Education
- Community Policing
- Event Photos
- Vehicle Inventory

Statistics

- Calls for Service
- Citations
- Traffic Accidents



City of Seward
Police Department
Chief Brian W. Peters

148 South 1st Street
Seward, NE 68434
Ph: 402-643-6164 Fax: 402-643-6785

February 12, 2026

Dear Mayor Eickmeier, City Council Members,
And Citizens of Seward,

Thank you for the opportunity to present our Annual Report for 2025. The past year presented our department with unique challenges and I am proud of how our officers responded to them.

I am happy to report that there were no staff changes this past year. On average, we have over 14 years of experience per officer, which is representative of our high retention rate. It also reflects our officers continued desire to serve the citizens of Seward.

Some of you may have noticed our new shoulder patches that highlight the City's designation as "Nebraska's Fourth of July City." The patches were in the "development stage" for a couple of years, but excited that we have a design that has been very well received.

As we look forward to 2026, we will be facing many challenges. In April, Officer Waldron will begin a year's long deployment for the Nebraska National Guard. Every officer and supervisor assigned to the night shift will be impacted during Waldron's absence, as our traditional work schedules will be altered to ensure maximum shift coverage.

This year's 4th of July will have added significance as we celebrate America's Semiquincentennial. Seward was selected for additional national recognition – an honor given to only a few communities from across the country. With this added attention, we anticipate even larger crowds than last year. In preparation, we have been meeting over the past year with local, state, and federal officials who will be assisting us in planning and implementing additional security measures for this year's event. We are working hard to ensure everyone has a safe and memorable experience during this special 4th of July Celebration!

It is an honor to lead our dedicated officers and staff, and we appreciate the tremendous support from all of you.

Respectfully,

Brian Peters

Brian W. Peters
Chief of Police

Mission Statement

The mission of the Seward Police Department is to protect life and property and to maintain order within the City while assuring fair and respectful treatment of everyone.

Our Core Values

- *We shall respond to calls for service with immediacy.*
- *We shall treat all individuals with respect, dignity and fairness.*
- *We shall continually seek to improve ourselves professionally through training.*
- *We shall uphold ourselves to the highest ethical standards.*
- *We shall never become complacent with respect to our mission, values, or those we serve.*



Brian Peters
Chief



Michael Hammond
Captain



Russell Frazey
Sergeant



Jonathon Wiedemeyer
Sergeant



Alejandro Garcia
Officer



Anthony Heard
Officer



Bryce Johnson
Officer



Jarod Phillips
Officer



Zachary Pilcher
Officer



Lacy Samek
Officer



Allison Sommerfeld
Officer



Chris Waldron
Officer



Shannon Arena
Community Service Officer



Jodie Niebrugge
Administrative Assistant

Organizational Chart

Brian Peters
Chief of Police

Michael Hammond
Captain

Jodie Niebrugge
Administrative Secretary

Day Shift

Bryce Johnson
Officer

Allison Sommerfeld
Officer

Alex Garcia
Officer

Zachary Pilcher
Officer

Shannon Arena
*Community Service
Officer*

Night Shift

A

Russell Frazey
Sergeant

Chris Waldron
Officer

Jarod Phillips
Officer

B

Jonathan Wiedemeyer
Sergeant

Lacy Samek
Officer

Anthony Heard
Officer

Professional Affiliations

Seward Police Department

- Accredited Law Enforcement Agency by the Nebraska Crime Commission (*Reaccredited in 2025*)
- All commissioned officers are members of the Police Officers Association of Nebraska #

Chief Peters

- Member, Nebraska Police Chiefs Association (Director, District 3) #
- Member, International Association of Chiefs of Police #
- Member, Seward County Suicide Prevention Coalition
- Member, Seward 4th of July Committee (City Representative)

Captain Hammond

- Member, FBI National Academy Association #

Officer Johnson

- Member, Nebraska Association of Law Enforcement Firearms Instructors #

Officer Sommerfeld

- Member, Nebraska Association of Property & Evidence Officers #

Officer Waldron

- Member, International Association of Property & Evidence Officers #

Denotes memberships required to be reported under LB 304

Training & Education

Training Instructors

Sgt. Frazey: Training Program Supervisor

Sgt. Wiedemeyer: Firearms; Emergency Vehicle Operations

Ofc. Johnson: Firearms; Field Training Officer

Ofc. Garcia: DARE; Defensive Tactics

Ofc. Samek: Anti-Bias

Ofc. Sommerfeld: DARE; Evidence

Ofc. Phillips: Emergency Vehicle Operations

Ofc. Pilcher: Taser

Ofc. Waldron: Evidence

Annual Training

Nebraska State Statutes require law enforcement officers to attend a minimum of 32 hours of annual training to retain their Law Enforcement Certification. Required training include the following: de-escalation, mental health, and substance abuse; anti-bias and implicit bias; officer wellness; legal updates (i.e., new legislation, 1st and 4th Amendment issues, etc.); firearm qualifications; and a review of our vehicle pursuit policy.

Additionally, our department requires officers to attend annual training on the use of Tasers; Criminal Justice Information System (CJIS) Security training; CPR/AED/First Aid; Pursuit Driving/Stop Stick training (held bi-annually at the Seward Airport.)

Officers may also submit requests for training opportunities in subject areas of interest to them. In determining whether to authorize these training opportunities, we evaluate the costs involved (registration, lodging, meals, lodging, etc.); detrimental effects on shift scheduling during their absence; and overall value the training provides the officer and department.

Acknowledgement of annual training is submitted to the Nebraska Law Enforcement Training Center (NLETC) by December 31st of each year. Departments are required to maintain records of all training, which are subject to audit by the NLETC to ensure compliance.

Education

The Nebraska First Responder Recruitment and Retention Act pays 100% tuition for officers seeking their undergraduate degree at any State university, college, or community college. This benefit applies to officer's dependents as well!

We currently have two officers taking advantage of this incredible opportunity. Sgt. Wiedemeyer is pursuing his Criminal Justice degree by taking on-line classes at Wayne State College, while Capt. Hammond has a son currently attending UNL. Hammond has another son who we anticipate will use the tuition benefit beginning next fall.

Sgt. Frazey is pursuing his Master's Degree from Wayne State College. Although the tuition benefit from the State is not applicable to post-graduate degrees, he is taking advantage of the 50% tuition reimbursement through the City.

Sgts. Frazey and Wiedemeyer are both very motivated and I commend them for working hard to achieve their educational goals. Successful completion of their programs will enhance their professional development and leadership skills.

Community Policing

Run With the Cops – Our 2nd Annual 5k Run/1m Walk was held on April 12th. There were 160 participants at this year's event, raising \$3,300 for the local TeamMates Program! The 2026 event is scheduled for Saturday, March 28th.

Community Helpers Week - Officer Waldron gave a safety presentation to the Kindergarteners at Seward Elementary School on April 28th. Both Waldron and Officer Garcia speak regularly to Head Start and local daycares as well.

Summer Reading Kickoff – Officers Pilcher, Garcia and I participated in this annual event, which was held on May 17th. We enjoyed showing off our police car and visiting with the kids, although they often were more interested in all the games, bouncy houses, and food!

July 4th Celebration – We had another successful event this year. The crowds seem to be increasing each year since COVID. As you know, the July 4th Committee is a dedicated group of volunteers who take great pride in Seward and the historical significance of our annual July 4th Celebration. The committee is working hard preparing for this year's event, celebrating America's 250th birthday.

Pet Microchip Clinic - This event, held at Crouches on Aug 16, provided free microchipping of cats (and a few dogs.) A pet that is microchipped has a much greater chance of being reunited with their owner should they stray from their home.

City Safety Day – On Aug. 23rd, we participated with other City Departments in this fun event. For our part, we put on a Bike Rodeo, which included a bike and helmet safety check, and a bike course that tested the kids' riding ability and their knowledge of street signs.

School Engagement and Safety – The Seward Police Department is proud of our strong relationships with our local schools, both public and private. Not only do we engage in high visibility patrol before and after school, we spend time inside the buildings. This allows us to build strong relationships with the administration, faculty, staff, and students. Captain Hammond and I are members of the Seward Public School Safety Committee and conduct walk-throughs of each building to ensure we are providing a safe and healthy environment for our students. Officer Garcia also meets regularly with school officials to discuss emergency planning. He also observes and evaluates safety drills in order to identify any deficiencies.

D.A.R.E. – This past year, Officers Garcia & Sommerfeld taught DARE to 120 5th graders at Seward Middle School and 26 at St. John's Lutheran School. Thanks to both schools for allowing us to continue presenting this valuable program to their students.

Chamber Lunch & Learn – Held on Oct. 9th at the Civic Center, Chief Peters, along with staff from Hope Crisis Center, gave a presentation on Domestic Violence

Scare at the Fair - This annual event was held on October 26th at the Ag Pavilion. Sponsored by CASA, it provides a safe environment for kids to go “Trick or Treating”. This year, over 400 kids attended!

Stuff the Cruiser – In partnership with the Seward Rotary Club, we collected toys for those less fortunate in our area. This year’s event, held on Dec. 6th & 7th at Walmart, allowed us to provide toys for over 130 children.

Project Lifesaver - The goal of Project Lifesaver is to locate “at-risk” individuals who are prone to wandering. We continue to promote Project Lifesaver through the schools, churches and social media.



Cops and TeamMates volunteers



Seward Nebraska Police Department



Posted by Chris Lee Waldron

May 6, 2025 · ⚙️

Last Week We Visited The Seward Elementary School Kindergarten Classes For "Community Helpers" Week! Enjoyed Explaining What We Do And Answering Their Questions!





Safety Day at the Fairgrounds

Vehicle Inventory

<u>Unit #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>	<u>Mileage</u>
1	2021	Ford	Explorer	1FM5K8AB8MGB53619	53,757
2	2022	Ford	Explorer	1FM5K8AB0NGB80928	41,545
3	2023	Ford	Explorer Hybrid	1FM5K8AW5PNA09030	18,759
4	2021	Ford	Explorer	1FM5K8AB5LGD01112	70,298
5	2025	Ford	Explorer Hybrid	1FM5K8AW7SGB70010	8,332
6	2022	Ford	Explorer Hybrid	1FM5K8AW2NNA04543	16,483
CSO	2024	Ford	Ranger 4x4 Pickup	1FTER4PH1RLE48743	9,234

Statistics

The following section is a brief overview of our statistics from 2025. Law enforcement agencies report their statistics to the Nebraska Incident-Based Reporting System (NIBRS) on a monthly basis. The Nebraska Crime Commission (NCC) compiles and analyzes this data then posts an annual statistical summary on their website. This information provides a snapshot for agencies to view such things as crime trends, and department employment data.

Although data for 2025 is not yet available, the following information is from the NCC 2024 Summary Report:

- There are now 32 First Class Cities (pop. over 5,000) in Nebraska, with Wahoo being added to the list in 2025. Seward continues to be ranked 21st by population.
- Seward again ranks 5th lowest in offense rate (11.61 per 1,000 pop.) However, the four cities with lower offense rates all have less population than Seward. They are Holdrege (5.41), McCook (6.39), Wahoo (6.75), and Wayne (7.54). The city with the highest offense rate is Scottsbluff (56.64).

Note: This data based on reported offenses only.

The following pages will include statistical data on calls for service, citations issued, and traffic accidents for Seward PD.

Calls for Service **(Past 4 Years)**

2025.....	6,383
2024.....	7,595
2023.....	6,900
2022.....	5,799

Citations

Criminal

Animal Cruelty/Neglect	1
Drug Violation	43
Drug Paraphernalia	21
Assault	24
Weapons Violation	8
Disturbing the Peace	12
Theft	32
Criminal Mischief	9
Trespassing	6
Fraud	1
Liquor Violation	14
Liquor Violation (MIP)	15
Driving Under Suspension	17
Driving Under the Influence (DUI)	25
Child Abuse/Neglect	16
Protection Order Violation	2
Obstruct/Resist Officer	7
False Reporting	3
Tampering with Evidence	1
Threats	1
Burglary	1
Forgery	1
Felony Attempt	1
Flight to Avoid Arrest	1

City Ordinances

Dog at Large/Barking Dog/No. License	3
Tobacco Violation	16
Parking Violations	116

Traffic

No Insurance	25
Registration Violation	63
Operator's License Violation	20
Speeding	29
Careless/Reckless/Race Violation	7
Following Too Closely	2
Vehicle Light Violation	7
Lane Violation	5
Failure to Yield	4
Failure to Signal	4
Traffic Control Violation	8
School Bus Arm Violation	11
Safety Glass/Tint Violation	1
Muffler Violation	1
Unrestrained Child	4
Refuse DUI Test	3
Failure to Report an Accident	3
Unsafe Backing	1
Passing Violation	1
Handicap Parking Violation	1

Total Citations Issued: 597

Total Number Jailed: 130 (Total includes warrants and probation detainers)

Traffic Accidents

(Past 3 years)

2025

Responded, no report taken	30
Property Damage	65
Hit & Run	35
Injury	14
Fatality	<u>0</u>
Total	144

2024

Responded, no report taken	72
Property Damage	86
Hit & Run	5
Injury	6
Fatality	<u>0</u>
Total	169

2023

Responded, no report taken	58
Property Damage	76
Hit & Run	14
Injury	18
Fatality	<u>0</u>
Total	166

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

RESOLUTION NO. 2026-6

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
Infant Lot Sale	\$300.00 (under 2 yrs old)
<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	\$300 375.00 (under 2 yrs old)
Disinterment (<u>minimum</u> , 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 (<u>in addition to opening/closing fees</u>)	\$ 5100.00

Scattering of Ashes	\$100.00
Saturday Funeral Closing	\$400.00
Sunday Funeral Closing	\$600.00
Holiday Funeral Closing	\$1,000.00
Overtime Incurred (After 7:00 a.m. - 3:30 p.m. M-F from May 1 - Sept 30; After 7:30 a.m. - 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, 2026-1, 2026-5 and all previous resolutions in conflict with this resolution are hereby revoked.

The Mayor declared the resolution adopted.

Dated: March 3, 2026

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

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

RESOLUTION NO. 2026-7

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

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

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

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

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

Item	Quantity	Purchase Method	Department
#1. 2011 Ford F150 Pickup	1	Purplewave	Water/Wastewater
#2. Bulk Oil Storage/Transfer Container w/ Pump	1	Purplewave	Water/Wastewater
#3. 2007 Ford F250 Super Duty	1	Purplewave	Recreation
#4. Fireproof Safe	1	Purplewave	Cemetery
#5. 2000 GMC C7500 Dump Truck (w/o sander)	1	Purplewave	Street
#6. Concrete Slip Form	1	Purplewave	Street
#7. Ditch Witch R40 Trencher	1	Purplewave	Electric
#8. 2000 Gallon Tank	1	Highest Bid	Street
#9. Miscellaneous Tin, 26' Long & 16' Short (Lot)	1	Highest Bid	Street
#10. Custodial Cleaning Cart	1	Highest Bid	Senior Center
#11. Wheeled cart (Gray)	1	\$2.00	Library
#12. Bogen Model HFCS1 Speakers (Lot)	6	Highest Bid	Library
#13. Chairs (4) and ottomans (2)	1	Highest Bid	Library
#14. Plastic Totes (1 Black, 1 Gray, 1 Blue)	3	\$0.50 per item	Library
#15. Kid's Stoplight Toy	1	\$2.00	Library
#16. Wheeled Media Cabinet (Black)	1	\$3.00	Library
#17. Wheeled Microfilm Cabinet with Drawers	1	\$5.00	Library
#18. Office Chair	2	\$5.00 per item	Library
#19. 3M Laminating System DL1001 (No Film)	1	Highest Bid	Library
#20. Hanging Rack	1	Highest Bid	Library
#21. Assorted Sheet Protectors	Various	\$1.00	Library
#22. Plastic Paper Organizers (Black)	6	\$0.25 per item	Library
#23. Plastic Shelf, 4 tiers	2	\$5.00 per item	Library
#24. Wheeled Globe	1	\$5.00	Library

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

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

The Mayor declared the resolution adopted. Dated this 3rd day of March 2026.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

DISCLAIMER:

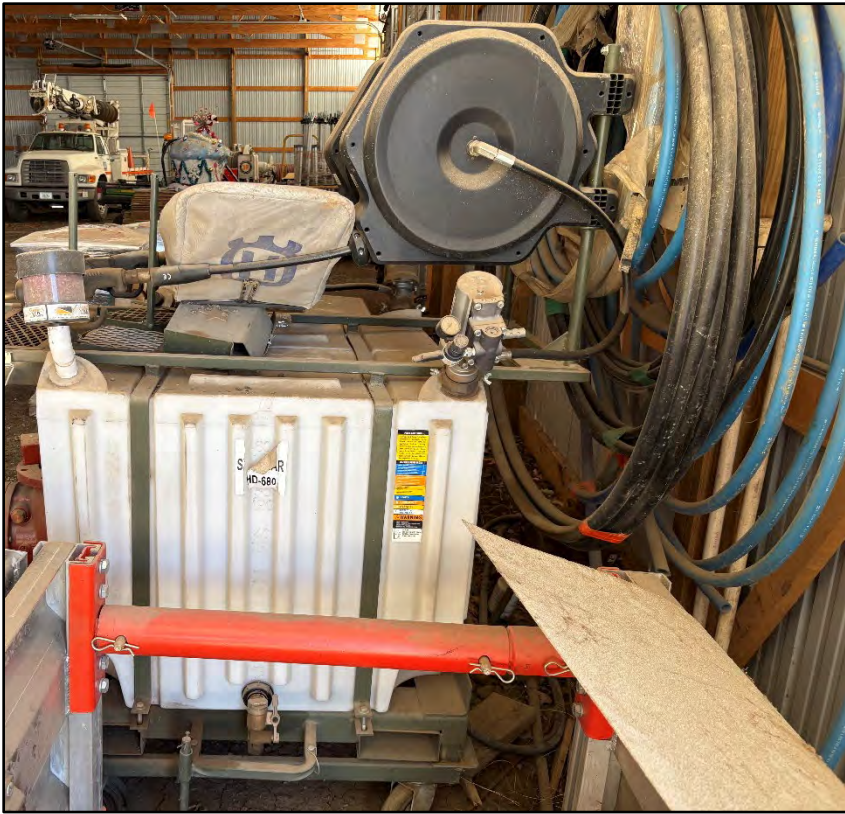
All items are sold 'as is' and all sales are final. The bid opening date for non-priced items (excluding Purplewave auctions) will be at 2 PM on Friday, March 27th at City Hall. For unit-priced items, buyer must pay and pick-up items by 2 PM on Friday, March 27th at the location indicated below.

Items Declared Surplus by City Council Action on March 3, 2026:

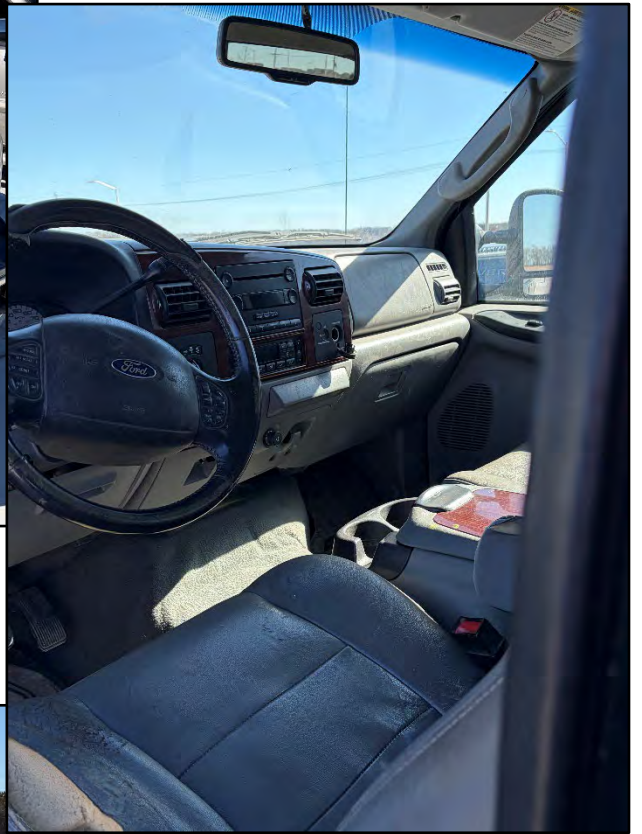
(ITEM #1) White 2011 Ford F150 Pickup (77,109.9 miles). [Auction via purplewave.com.](https://purplewave.com)



(ITEM #2) Bulk Oil Storage/Transfer Container with Pump. [Auction via purplewave.com](https://www.purplewave.com).



(ITEM #3) Green 2007 Ford F250 Super Duty (171,673 miles). [Auction via purplewave.com](http://purplewave.com).



ITEM #4) Fireproof Safe. Auction via purplewave.com.



(ITEM #5) 2000 GMC C7500 Dump Truck (w/o sander) (124,079 miles. Auction via purplewave.com.



(ITEM #6) Concrete Slip Form. [Auction via purplewave.com.](https://www.purplewave.com)



(ITEM #7) Ditch Witch R40 Trencher (No Picture Available). **Auction via purplewave.com.**

(ITEM #8) 2000 Gallon Tank. **Awarded to highest bidder.**



(ITEM #9) Lot of Miscellaneous Tin Pieces – 26' Longest, 16' Shortest. **Awarded to Highest Bidder.**



(ITEM #10) Custodial Cleaning Cart. **Awarded to Highest Bidder.**



(ITEM #11) Wheeled Cart (Gray).

Price: \$2.00. Purchase at Seward Memorial Library.



(ITEM #12) Lot of Bogen Model HFCS1 Speakers – 6 total. **Awarded to Highest Bidder.**



(ITEM #13) Chairs (4 total) and Matching Ottomans (2 total). **Awarded to Highest Bidder for each.**



(ITEM #14) Various Plastic Totes – 3 total.

Price: \$0.50/unit. Purchase at Seward Memorial Library.



(ITEM #175) Kids Stoplight Toy.

Price: \$2.00. Purchase at Seward Memorial Library.



ITEM #16) Wheeled Media Cabinet (Black).

Price: \$3.00. Purchase at Seward Memorial Library.



(ITEM #17) Wheeled Microfilm Cabinet with Drawers.

Price: \$5.00. Purchase at Seward Memorial Library.



(ITEM #18) Office Chairs – 2 total.

Price: \$5.00/Unit. Purchase at Seward Memorial Library.



(ITEM #19) 3M Laminating System DL1001 (Film Not Included). **Awarded to Highest Bidder.**



(ITEM #20) Hanging Rack. **Awarded to Highest Bidder.**



(ITEM #21) Various Sheet Protectors.

Price: \$1.00. Purchase at Seward Memorial Library.



(ITEM #22) Plastic Paper Organizers (Black) – 6 total.

Price: \$0.25/Unit. Purchase at Seward Memorial Library.



(ITEM #23) Plastic Shelf (4 Tiers) – 2 total.

Price: \$5.00/Unit. Purchase at Seward Memorial Library.



(ITEM #24) Wheeled Globe.

Price: \$5.00. Purchase at Seward Memorial Library.



CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 3/3/2026

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, 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.
- 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.
- DARI Weekly onsite trailer meeting.
- Golf Course Shop Manager interviews.
- 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.
- Held LB 840 Committee meeting for Kach 133 LLC application at 133 N. 6th Street.
- Met again 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.
- Held a financial oversight training with Department Heads and Deputy State Auditor.
- SRF discussion Olsson and City staff SRF funds for the new Water Tower.
- Attended 2nd Seward Leaders Hotel Meeting hosted by SCCDP along with meeting of UNL Rural Prosperity Nebraska Rural Leadership meeting.
- Monitored a number of items before the Nebraska Legislature.
- Attended visits to NPPD's Gerald Gentlemen Station and Doniphan Control Center.
- Met with Dr. Fields regarding NDOT recommendations on Highway 15 for school safety, ballfield updates.
- Attended CPR certification.
- Reviewed with staff and SEH Engineers plans and costs for temporary treatment at the 2nd Street Lift Station.
- Met with the new Tenneco Plant Manager along with Jonathan Jank.
- Met with Scott Seevers to discuss opportunities related to Concordia's Paul Scholars program.
- Attended NPPD Wholesale Customer Meeting in Norfolk with Electric Superintendent Hochstein. Also attended Wholesale Customer Board orientation.
- Met with SCI reporter Lori Schriener to discuss items for their Progress section.
- Attended Seward Changing the Game Meeting at SWC to discuss board status and future assistance.

Police Department

- Juvenile Comp. Planning Group Meeting
- Retired cruiser to Jones Auto on Friday for Equipment strip
- Shift schedule during Waldron's year-long deployment
- 4th of July Committee Meeting

City Clerk/Human Resources/City Hall

- First employee draft dispersed imminently
- Preparing items for Employee Pension Committee meeting on March 12
- 2026 Dowding Pool – collecting re-apps, advertising, setting orientation date with Jamie
- Awaiting feedback from State about submission
- NMCA board meeting

Water/Wastewater Department

- Water Tower Utilities Meeting
- Temp Treatment Rental Agreement Meeting
- Seward GIS meeting
- NeWarn Meeting
- Water Sector Threat Briefing
- Flush Train C and keep investigating feedwater pressure issue
- Thiele Geotech Boring commencing at WWTF

Parks and Rec/Cemetery/Golf/Pool

- CPR Training
- Odey's Clinic in Omaha
- Working on Park Signs
- Hole 4 project started today at the Golf Course
- Josiah CDL test on Tuesday
- Zach is meeting with Pepsi and beer distributors this week at the Golf Course

Civic Center

- Plumbing project is complete, no more odors
- Met with the Chambers Committee for developing the NW area of property. Most ideas out of scope, perhaps a garden space.

Electric Department

- Build secondary risers and wire up CT/s/ PTs for St. PJ's building
- Install Streetlight Pole at 3rd and Bradford
- 811 expo in Lincoln on Wednesday
- Start trenching in 6" conduit on the east side of dairy
- Dig in transformer conduits and SNC on the north side of the dairy when the SNC survey is done
- Look at poles for Spectrums new power supplies to see if there's any conflicts

Street Department

- Service Equipment
- Clean up mulch pile
- Working on Shop
- Push up and burn pile

Library

- New Window Blinds Rep Visiting
- Library Board Agenda
- CASTL meeting in Wilber
- CPR Training

Building Inspection/Planning Department

- Planning Commission – ULDO amendment update for Data Centers
- B&Z Check in – Wednesdays 9am – Sidewalk painting in CBD, Data Center ULDO update
- Subdivision Meeting – Tuesday 3pm, Meet with Scheele Kayton and client to discuss possible subdivision in ETJ
- Nebraska Flood Plain – Code enforcement discussion within a flood plain with Anna Christ,
- Dari LLC – Meeting Wednesday 3:00pm in the Primus trailer
- CPR Training – Thursday 2-26, Tim 9-12, Sara 1-4
- Seward County – Tuesday 9:15am Court House, proposed 1 and 6 Plan

- Chad Withers – No update on demo of foundation and lot clean up
- 107 South St - Demo structure was scheduled for last week, no update

Engineering

- 500k Water Tower – site work, disinfection, T-Mobile and AT&T eqpt relocation construction documents, SRF loan, Last Mile demo of communication eqpt
- WWTP Upgrade – temporary treatment options, contract amendment, soil boring, review updated metering manhole bid documents
- Rail Campus Watermain Extension Phase III – Tenneco easement, shoring submittal, BNSF flaggers start Mar 9.
- DARI LLC –metering manhole, Rev 12 site civil drawing edits (MH #2)
- Water System Study – initial information gathering
- East Hillcrest Drive –R.O.W and easement docs
- Soil Surcharge Project – complete, one more measurement and wrap.
- South 2nd Street Lift Station – develop into CIP, design, project documents, and bid.
- Rail Campus Watermain Extension Phase II – letter on liquidated damages, final payment
- Plum Creek Bridge – bid letting delayed (Apr 9), City resolution

Finance Department

- Claims
- Sales Tax Receipts
- Print utility bills
- Utility Shut-off Wednesday
- CPR Training Thursday

Seward Wellness Center

- Adult 6v6 Volleyball League continues Sunday afternoons
- Youth Soccer Skills & Development continues Mondays
- Advertising Adult Private and Parent/Infant Swimming Lessons

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