



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

---

**Tuesday, November 15, 2022**

**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, November 15, 2022, in the Council Chambers, 142 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 Council Chambers 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. A participant sign-in sheet is available for use by any Citizen addressing the Council. Presenters shall approach the podium, state their name & address for the Clerk's record and are asked to limit remarks to five minutes. All remarks shall be directed to the Mayor who shall determine by whom any appropriate response shall be made. The City of Seward reserves the right to adjust the order of items on this Agenda if necessary and may elect to take action on any of the items listed.

**ROLL CALL**

**CONSENT AGENDA**

1. City Codes Director Report

# OPEN Property Maintenance Code Violation Report

					Updated 11-8-2022
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
<b>2022</b>					
580 S Evergreen	Weeds	10/11/2022	Walter Bowen 580 S Evergreen Dr Seward NE 68434	in person	CSO Arena made contact with the resident. The resident said it will be taken care of today 10-4-2022.
Cul de sac west end of Spruce St	Illegal Dumping	Immediate 9-9-2022		In Person	CSO Arena made contact with the party responsible which was discovered from information in the debris. The debris was picked that evening.
324 N 10th	Property weeds and infestations due to neglect after fire		Dustin Dobesh 2530 N Rd Dwight NE 8635	In person	Tim spoke with Andy Hartmann about the demolition timeline for the property. Andy has the asbestos report to submit and has set the demolition for the week September 26. This has been demolished
336 Carolyn	Hedge growing over sidewalk	9/11/2022	Trudy Langner	In Person	Shannon Areana, CSO, made contact with the owner. She was gone on vacation and didn't trim before she left. It will be taken care of by the weekend. .
716 N 7th	Grass, Weeds, Junk Vehicles, Trash	9/2/2022	Dennis & Willa Taylor	Certified mail	Shannon Arena, CSO, made contact with the owner on 6-3-2022 and gave them until 7-6. No progress has been made as of 8-24-2022 9-9-2022 there is a new camper parked, and plugged in on the street. Campers are no longer parked.
149 N 1st	Grass/Weeds	8/31/2022	Steve Butler 268 4th St Garland, NE 68360	Door Hanger	Shannon Arena, CSO, visited the proeprty and left a door hanger informing the owner that they are non-compliant for heighth of grass and weeds.
429 S Columbia Ave	Grass/Weeds		Christopher Yates 8630 Oakmont Dr Lincoln, NE 68526	Phone Call Certified Mail Posted Notice	Shannon Arena, CSO, attempted to reach by phone, Tim Dworak, Code Enforcement Director mailed Notice and Orders certified, the property was posted. Street Department mowed the property Monday, 8-8
426 S 1st St	Installing a fence with no permit	6/15/2022	Justin & Erin Ronne 426 S 1st St Seward, NE 68434	In Person	Shannon Arena, CSO, was going to attempt contact with the property owner. The owner has paid for the permit

## OPEN Property Maintenance Code Violation Report

635 N 2nd St	Weeds	6/17/2022	Marianna Bailey 1202 N 66th St Lincoln, NE 68505	In Person/ Certified Letter	Shannon Arena, CSO, delivered a notice and orders to the property. Tim Dworak, Code Enforcement Director, mailed a letter via certified mail. The property was partially mowed 6-13-2022. Street Dept mowed the alley portion 7-1.
948 Main	Rabbits	6/30/2022	Scott Pekarek Tenant:Cody Meredith	Phone Call	Shannon Arena, CSO, made contact with the tenant. The tenant admitted he has six rabbits. Arena stated by ordinance you can only have 3. Arena will follow up by the 27th. .
437 S 6th	Weeds/Dogs		Misty Wismer	Phone Call	Shannon Arena, CSO, called the tenant and land owner. Neither answered. He will keep trying to make contact. Owner said they only have 3 dogs, the 4th was cremated. Arena could not verify the dog was cremated.
1511 Eastridge	Weeds		Ronald Stanek	In Person	Shannon Arena, CSO, made contact with the owner. The owner stated that he is been in contact with Merles to come spray the weeds. Arena will make contact on 6-13-2022. As of 6-14 this is take care of
429 S Columbia	Grass/Weeds	6/13/2022	Christopher Yates 8630 Oakmont Dr Lincoln NE	Phone Call	Shannon Arena, CSO, delivered a notice and orders to the house. Tim Dworak, Code Enforcement Director, mailed the letter via certified mail. City Street department is mowing it 6-14-2022
324 N 10th	Grass/Weeds	6/10/2022	Dustin Dobesh 2530 N Rd Dwight NE 8635	Phone Call	Shannon Arena, CSO, made contact with the owner. The owner stated he will get it taken care of. 6-10-2022 this is completed
446 Moffitt	Tree over sidewalk	6/22/2022	SVP Properties LLC 6830 Marcus Rd Lincoln NE 68516		Bob Miers, Street Superintendent, will trim the tree to 7 foot above the sidewalk. Street Department trimmed the tree 6-23.
701 S 6th	Grass/Weeds	6/15/2022	David Wilson 15727 Burdette St	In Person	Property was mowed
		6/10/2022			Shannon Arena CSO made contact with the owner. The owner stated it will be getting it mowed by Friday.

CURRENT YEAR:                      October                      2022

LAST YEAR:                                      October                                      2021

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 1,026.30	\$ 510,769.08
REMODEL/ADDIT.	16	\$ 2,042.55	\$ 573,890.18
ACCESSORY	14	\$ 4,985.36	\$ 59,683.69
RELOCATE	126	\$ 6,554.50	\$ 1,500,311.58
ELECTRIC			
PLUMBING	17	\$ 1,130.00	
MECHANICAL	3	\$ 1,020.00	
SEWER TAP	0	\$ -	
WATER TAP	0	\$ -	
TEMP. ELEC.	0	\$ -	
ELECTRIC SER.	0	\$ -	
<b>TOTALS</b>	<b>177</b>	<b>\$ 16,758.71</b>	<b>\$ 2,644,654.53</b>

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	1	\$ 2,076.90	\$ 265,146.09
REMODEL/ADDIT.	13	\$ 883.70	\$ 168,278.94
ACCESSORY	4	\$ 157.00	\$ 34,000.00
RELOCATE	0	\$ -	\$ -
ELECTRIC			
PLUMBING	6	\$ 1,121.00	\$ -
MECHANICAL	5	\$ 390.00	\$ -
SEWER TAP	1	\$ 250.00	\$ -
WATER TAP	1	\$ 838.00	\$ -
TEMP. ELEC.	1	\$ 50.00	\$ -
ELECTRIC SER.	1	\$ 200.00	\$ -
<b>TOTALS</b>	<b>33</b>	<b>\$ 5,966.60</b>	<b>\$ 467,425.03</b>

YEAR TO DATE      January to      December                      2022

YEAR TO DATE      January to      December                      2021

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	19	\$ 51,641.64	\$10,387,480.66
REMODEL/ADDIT.	126	\$ 87,540.47	\$56,996,842.60
ACCESSORY	147	\$ 20,927.71	\$ 2,884,216.61
RELOCATE	911	\$ 49,689.50	\$13,883,991.32
ELECTRIC			
PLUMBING	132	\$ 14,497.00	\$ -
MECHANICAL	71	\$ 9,850.00	\$ -
SEWER TAP	16	\$ 4,500.00	\$ -
WATER TAP	16	\$ 18,032.25	\$ -
TEMP. ELEC.	10	\$ 950.00	\$ -
ELECTRIC SER.	18	\$ 7,630.00	\$ -
<b>TOTALS</b>	<b>1466</b>	<b>\$ 265,258.57</b>	<b>\$84,152,531.19</b>

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	28	\$ 59,986.90	\$12,157,722.82
REMODEL/ADDIT.	84	\$ 13,674.79	\$ 4,891,242.93
ACCESSORY	134	\$ 12,186.45	\$ 661,542.82
RELOCATE	21	\$ 1,233.00	\$ 349,209.74
ELECTRIC			
PLUMBING	128	\$ 10,391.00	\$ -
MECHANICAL	75	\$ 9,058.03	\$ -
SEWER TAP	23	\$ 5,750.00	\$ -
WATER TAP	23	\$ 20,048.00	\$ -
TEMP. ELEC.	23	\$ 1,150.00	\$ -
ELECTRIC SER.	24	\$ 5,400.00	\$ -
<b>TOTALS</b>	<b>563</b>	<b>\$ 138,878.17</b>	<b>\$18,059,718.31</b>

## 2. City Treasurer Report

TREASURER'S REPORT	MONTH OF: OCTOBER 2022					
VARIANCE AT: 8.33%						
	REVENUE	CURRENT YTD		UNRECEIPTED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	REVENUE	VARIANCE	BALANCE	REVENUE	B/W BUDGET YEARS
ELECTRIC	11,259,500	980,491	9%	10,279,009	878,781	101,710
ELEC BOND PYMT						
WATER	2,335,000	230,565	10%	2,104,436	214,599	15,966
WATER BOND PYMTS						
WATER SINKING FUND	20,000	- 0 -	0%	20,000	- 0 -	- 0 -
WASTEWATER TREATMENT	2,129,700	186,790	9%	1,942,910	160,918	25,871
WWTW BOND PYMT						
WWTW SINKING FUND	285,000	- 0 -	0%	285,000	- 0 -	- 0 -
<b>TOTAL BUSINESS-TYPE FUNDS</b>	<b>16,029,200</b>	<b>1,397,845</b>	<b>9%</b>	<b>14,631,355</b>	<b>1,254,298</b>	<b>143,547</b>
GENERAL REVENUES	4,603,723	71,097	2%	4,532,626	60,952	10,145
LEGAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
POLICE	48,100	324	1%	47,776	208	116
E911	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
POLICE EQUITABLE SHARING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
STREET	3,694,727	142,270	4%	3,552,457	113,002	29,268
STREET STP FUNDS	182,592	1	0%	182,591	0	1
DEBT SERVICE	849,726	210,497	25%	639,229	153,035	57,462
RAIL CAMPUS	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG DOWNTOWN REVITAL GRANT	335,000	- 0 -	0%	335,000	- 0 -	- 0 -
BLDGS & GRDS (CITY HALL)	36,000	- 0 -	0%	36,000	- 0 -	- 0 -
LEVEE ACCREDITATION	146,250	- 0 -	0%	146,250	- 0 -	- 0 -
CIVIC CENTER	304,708	795	0%	303,913	1,285	(490)
LIBRARY	49,787	3,147	6%	46,640	1,460	1,687
PUBLIC PROPERTIES	27,250	2,024	7%	25,226	1,253	771
CEMETERY	50,000	9,000	18%	41,000	6,600	2,400
GOLF COURSE	338,300	18,762	6%	319,538	14,627	4,135
NEW PARK DEVELOPMENT	80	31	39%	49	5	26
NEW CEMETERY DEVELOPMENT	250	93	37%	157	14	78
GUTHMAN TRUST - REGULAR	400	9	2%	391	1	8
GUTHMAN TRUST - PAVING	30	10	33%	20	2	8
PERPETUAL CARE - PRINCIPAL	8,000	900	11%	7,100	1,200	(300)
PERPETUAL CARE - INTEREST	320	122	38%	198	18	104
BLDGS & GRDS (OTHER)	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
BUILDING INSPECTION	82,750	13,268	16%	69,482	3,486	9,782
FIRE	530,000	- 0 -	0%	530,000	- 0 -	- 0 -
FIRE EQUIPMENT SINKING FUND	62,300	469	1%	61,831	139	330
TREE BOARD	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PLANNING COMMISSION	5,100	- 0 -	0%	5,100	716	(716)
ENGINEER	118,143	- 0 -	0%	- 0 -	- 0 -	- 0 -
DOWDING POOL	81,000	- 0 -	0%	81,000	- 0 -	- 0 -
CONCESSION STAND	900	- 0 -	0%	900	- 0 -	- 0 -
SWIMMING LESSONS	16,000	- 0 -	0%	16,000	- 0 -	- 0 -
RECREATION	37,550	4,837	13%	32,713	765	4,072
SPORTS COMPLEX LIGHTS	50	19	38%	31	3	16
SENIOR CENTER	80,500	7,528	9%	72,972	3,990	3,538
SENIOR SHUTTLE	4,569	558	12%	4,011	334	223
RECYCLING	4,000	- 0 -	0%	4,000	2,628	(2,628)
WELLNESS CENTER	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
ECONOMIC DEVELOPMENT (LB840)	284,799	22,278	8%	262,521	20,745	1,533
CAPITAL IMPROVEMENTS FUND	18,890,000	- 0 -	0%	18,890,000	- 0 -	- 0 -
TAX INCREMENT FINANCING	687,206	37,286	5%	649,920	21,338	15,948
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>31,560,110</b>	<b>545,325</b>	<b>2%</b>	<b>30,896,642</b>	<b>407,807</b>	<b>137,518</b>

(UNAUDITED)

TREASURER'S REPORT		MONTH OF: OCTOBER 2022					
VARIANCE AT: 8.33%							
DEPARTMENT	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE	
	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS	
ELECTRIC	12,851,033	909,922	7%	11,941,111	846,734	63,187	
ELEC BOND PYMT	496,408	- 0 -	0%	496,408	- 0 -	- 0 -	
WATER	5,352,181	285,315	5%	5,066,867	115,730	169,584	
WATER BOND PYMTS	330,473	- 0 -	0%	330,473	- 0 -	- 0 -	
WATER SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
WASTEWATER TREATMENT	2,567,932	184,435	7%	2,383,497	159,649	24,785	
WWTW BOND PYMT	294,463	- 0 -	0%	294,463	- 0 -	- 0 -	
WWTW SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
<b>TOTAL BUSINESS-TYPE FUNDS</b>	<b>21,892,490</b>	<b>1,379,671</b>	<b>6%</b>	<b>20,512,819</b>	<b>1,122,114</b>	<b>257,557</b>	
GENERAL EXPENSES	2,785,801	91,940	3%	2,693,861	90,538	1,402	
LEGAL	72,852	6,046	8%	66,806	6,478	(432)	
POLICE	1,757,394	203,861	12%	1,553,533	136,815	67,046	
E911	233,204	19,434	8%	213,770	15,949	3,484	
POLICE EQUITABLE SHARING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
STREET	5,335,795	248,620	5%	5,087,175	597,241	(348,621)	
STREET STP FUNDS	182,589	- 0 -	0%	182,589	3,325	(3,325)	
DEBT SERVICE	1,047,926	55,582	5%	992,344	58,466	(2,883)	
RAIL CAMPUS	35,500	150	0%	35,350	- 0 -	150	
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG-DOWNTOWN REVITAL GRANT	335,000	- 0 -	0%	335,000	- 0 -	- 0 -	
BLDGS & GRDS (CITY HALL)	23,826	5,765	24%	18,061	6,527	(762)	
LEVEE ACCREDITATION	195,000	- 0 -	0%	195,000	- 0 -	- 0 -	
CIVIC CENTER	304,708	22,984	8%	281,724	22,660	323	
LIBRARY	571,336	41,017	7%	530,319	39,243	1,774	
PUBLIC PROPERTIES	581,757	55,492	10%	526,265	55,133	358	
CEMETERY	256,210	64,329	25%	191,881	29,437	34,892	
GOLF COURSE	554,926	53,465	10%	501,461	51,563	1,901	
NEW PARK DEVELOPMENT	100	- 0 -	0%	100	58	(58)	
NEW CEMETERY DEVELOPMENT	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
GUTHMAN TRUST - REGULAR	145	- 0 -	0%	145	- 0 -	- 0 -	
GUTHMAN TRUST - PAVING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PERPETUAL CARE - PRINCIPAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PERPETUAL CARE - INTEREST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
BLDGS & GRDS (OTHER)	11,050	- 0 -	0%	11,050	- 0 -	- 0 -	
BUILDING INSPECTION	111,406	12,248	11%	99,158	13,799	(1,552)	
FIRE	775,879	32,349	4%	743,530	21,477	10,872	
FIRE EQUIPMENT SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
TREE BOARD	12,550	- 0 -	0%	12,550	75	(75)	
PLANNING COMMISSION	23,828	2,159	9%	21,669	1,843	317	
ENGINEER	157,522	10,126	6%	- 0 -	10,539	(413)	
DOWDING POOL	266,515	22,038	8%	244,477	20,349	1,689	
CONCESSION STAND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SWIMMING LESSONS	9,036	- 0 -	0%	9,036	- 0 -	- 0 -	
RECREATION	363,259	22,307	6%	340,952	46,951	(24,644)	
SPORTS COMPLEX LIGHTS	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SENIOR CENTER	219,128	16,241	7%	202,887	18,611	(2,370)	
SENIOR SHUTTLE	4,569	1,111	24%	3,458	1,088	23	
RECYCLING	113,675	3,267	3%	110,408	3,515	(248)	
WELLNESS CENTER	24,281	- 0 -	0%	24,281	- 0 -	- 0 -	
ECONOMIC DEVELOPMENT LB840	284,799	- 0 -	0%	284,799	6	(6)	
CAPITAL IMPROVEMENTS FUND	18,890,000	- 0 -	0%	18,890,000	- 0 -	- 0 -	
TAX INCREMENT FINANCING	696,706	35,788	5%	660,918	- 0 -	35,788	
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>36,238,272</b>	<b>1,026,318</b>	<b>3%</b>	<b>35,064,558</b>	<b>1,251,688</b>	<b>(225,370)</b>	
(UNAUDITED)							

# Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 10/31/2022

Page 8 of 33

Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	164543BF6	AFS	CHERRY CO NE 40 12/15/40	3.00	Aa3	200,000.00 100.00%	200,000.00	203,719.83	199,150.00
COMM: COMMERCE BANK	256449BC2	AFS	DODGE SD #595-QSCB NE 25 12/15/25	6.00		300,000.00 100.00%	300,000.00	300,000.00	300,189.00
COMM: COMMERCE BANK	148006EZ8	AFS	CASS CO SD #1 NE 26 12/15/26	2.35		200,000.00 100.00%	200,000.00	200,000.00	189,720.00
COMM: COMMERCE BANK	25933AFG6	AFS	DOUGLAS SID #492-REF NE 28 08/15/28	3.20		175,000.00 100.00%	175,000.00	175,000.00	163,702.00
COMM: COMMERCE BANK	80373YCT1	AFS	SARPY CO SID #158-REF NE 29 11/15/29	3.10		155,000.00 100.00%	155,000.00	155,000.00	147,423.60
COMM: COMMERCE BANK	486890X92	AFS	KEARNEY NE 30 10/15/30	2.60	A+	150,000.00 100.00%	150,000.00	150,000.00	139,207.50
COMM: COMMERCE BANK	0792124W3	AFS	BELLEVUE-REF NE 30 12/15/30	3.10		250,000.00 100.00%	250,000.00	250,000.00	242,165.00
COMM: COMMERCE BANK	751265RA9	AFS	RALSTON-VEHICLE NE 32 06/01/32	3.70		300,000.00 100.00%	300,000.00	300,000.00	299,991.00
COMM: COMMERCE BANK	661615UB8	AFS	N PLATTE-REF NE 32 12/15/32	3.00	A	200,000.00 100.00%	200,000.00	200,501.11	185,308.00
COMM: COMMERCE BANK	698864HR9	AFS	PAPILLION MUNI FACS NE 33 12/15/33	3.00	Aa1	175,000.00 100.00%	175,000.00	176,484.50	162,139.25
COMM: COMMERCE BANK	818468BN9	AFS	SEWARD-REF NE 33 12/15/33	2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	326,088.00
COMM: COMMERCE BANK	943776KA1	AFS	WAVERLY NE 34 06/01/34	2.95		335,000.00 100.00%	335,000.00	335,000.00	286,492.00
COMM: COMMERCE BANK	840372SX5	AFS	SOUTH SIOUX CITY-REF NE 36 08/01/36	2.20		200,000.00 100.00%	200,000.00	200,000.00	143,968.00

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

# Pledges By Pledgee And Maturity



**Pledged To: CITY TREASURER**

Jones Bank - Seward, NE

As Of 10/31/2022

Page 9 of 33

Receipt# Safekeeping Location	CUSIP	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
25929PDW6 COMM: COMMERCE BANK	AFS	DOUGLAS SID #491-REF NE 36 09/15/36		2.60		200,000.00 100.00%	200,000.00	200,000.00	142,814.00
80378EDN2 COMM: COMMERCE BANK	AFS	SARPY SID #263-REF NE 36 09/15/36		3.80		260,000.00 100.00%	260,000.00	260,000.00	242,463.00
98676TCF8 COMM: COMMERCE BANK	AFS	YORK NE-B-REF NE 36 10/01/36		1.85		200,000.00 100.00%	200,000.00	198,787.16	137,390.00
23087RHC5 COMM: COMMERCE BANK	AFS	CUMING CO-B-REF NE 36 12/15/36		2.00		250,000.00 100.00%	250,000.00	250,000.00	175,647.50
68905WFK3 COMM: COMMERCE BANK	AFS	OTOE CO NE SD #501-B NE 36 12/15/36		1.70	Aa3	200,000.00 100.00%	200,000.00	200,000.00	137,698.00
803787DT4 COMM: COMMERCE BANK	AFS	SARPY CO SD#46 NE 36 12/15/36		2.00	AA-	200,000.00 100.00%	200,000.00	202,440.56	149,624.00
80377XCV4 COMM: COMMERCE BANK	AFS	SARPY CO SID #190-REF NE 37 10/15/37		4.00		205,000.00 100.00%	205,000.00	205,000.00	202,646.60
25929RCY9 COMM: COMMERCE BANK	AFS	DOUGLAS CO SID #485 NE 38 05/15/38		2.65		200,000.00 100.00%	200,000.00	200,000.00	143,606.00
25933VB75 COMM: COMMERCE BANK	AFS	DOUGLAS CO SANTN 559 NE 38 06/15/38		4.10		165,000.00 100.00%	165,000.00	165,000.00	147,656.85
25932EDK2 COMM: COMMERCE BANK	AFS	DOUGLAS CO SID #438 NE 38 08/15/38		4.20		250,000.00 100.00%	250,000.00	250,000.00	241,495.00
80387LAP3 COMM: COMMERCE BANK	AFS	SARPY CO SAN & IMP DT NE 38 08/15/38		2.75		290,000.00 100.00%	290,000.00	290,000.00	205,424.40
25936FBM3 COMM: COMMERCE BANK	AFS	DOUGLAS CO IMP DT#513 NE 3E 10/15/38		2.70		100,000.00 100.00%	100,000.00	100,000.00	73,232.00
25939HBX2 COMM: COMMERCE BANK	AFS	DOUGLAS CO SAN&IMP DT NE 3 11/15/38		2.90		150,000.00 100.00%	150,000.00	150,000.00	108,219.00

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

10/26/2022 2:07 PM - BLA / JNBT

BBA - Baker Bond Accounting ©

**The Baker Group Software Solutions, Inc.**

# Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 10/31/2022

Page 10 of 33

Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value	
							Original Face	Par		
COMM: COMMERCE BANK	72778PCU5	AFS	PLATTE CO SD #5 NE 38 12/15/38	2.00	AA-	200,000.00 100.00%	200,000.00	200,000.00	200,515.01	142,486.00
COMM: COMMERCE BANK	80379KDHO	AFS	SARPY CO SID #272-REF NE 38 12/15/38	4.40		215,000.00 100.00%	215,000.00	215,000.00	215,000.00	213,699.25
COMM: COMMERCE BANK	25934MCK3	AFS	DOUGLAS SID #531-REF NE 39 01/15/39	4.35		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	190,526.00
COMM: COMMERCE BANK	25936ECH6	AFS	DOUGLAS CO SID #561 NE 39 01/15/39	4.35		180,000.00 100.00%	180,000.00	180,000.00	180,000.00	169,574.40
COMM: COMMERCE BANK	25930BEE3	AFS	DOUGLAS CO SID #504 NE 39 08/15/39	3.40		215,000.00 100.00%	215,000.00	215,000.00	215,000.00	175,910.85
COMM: COMMERCE BANK	25931EGP9	AFS	DOUGLAS CO SAN #503 NE 39 08/15/39	2.65		225,000.00 100.00%	225,000.00	225,000.00	225,000.00	156,366.00
COMM: COMMERCE BANK	80373XBC1	AFS	SARPY CO SAN & IMPT NE 39 08/15/39	2.60		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	138,470.00
COMM: COMMERCE BANK	80373YDV5	AFS	SARPY CO SID#158-REF NE 39 08/15/39	2.95		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	136,891.20
COMM: COMMERCE BANK	80377BK7	AFS	SARPY CO SID #264-REF NE 39 10/15/39	2.55		150,000.00 100.00%	150,000.00	150,000.00	150,000.00	102,309.00
COMM: COMMERCE BANK	25931BEJ1	AFS	DOUGLAS SID #507-REF NE 40 05/01/40	3.15		185,000.00 100.00%	185,000.00	185,000.00	185,000.00	130,935.60
COMM: COMMERCE BANK	25933VDM9	AFS	DOUGLAS CO SD #559 NE 40 05/15/40	3.40		175,000.00 100.00%	175,000.00	175,000.00	175,000.00	144,270.00
COMM: COMMERCE BANK	25938TBK5	AFS	DOUGLAS CO SAN & IMPT NE 4C 06/01/40	2.85		130,000.00 100.00%	130,000.00	130,000.00	130,000.00	91,152.10
COMM: COMMERCE BANK	25930LDG7	AFS	DOUGLAS CO NE SID#530 NE 40 09/15/40	3.00		150,000.00 100.00%	150,000.00	150,000.00	150,000.00	110,853.00

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

# Pledges By Pledgee And Maturity



**Pledged To: CITY TREASURER**

Jones Bank - Seward, NE

As Of 10/31/2022

Page 11 of 33

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
COMM: COMMERCE BANK	25933EEG9	AFS	DOUGLAS CO SAN & IMP NT NE 41 11/15/40		3.15		190,000.00 100.00%	190,000.00	190,000.00	140,959.10
COMM: COMMERCE BANK	80388MBJ3	AFS	SARPY CNTY SANITATION NE 41 12/15/40		4.00		240,000.00 100.00%	240,000.00	240,000.00	220,579.20
COMM: COMMERCE BANK	617775EV9	AFS	MORRILL CO NE 41 06/15/41		2.25		240,000.00 100.00%	240,000.00	240,000.00	160,164.00
COMM: COMMERCE BANK	25939LDA1	AFS	DOUGLAS CO SID #567 NE 41 07/15/41		2.75		200,000.00 100.00%	200,000.00	200,000.00	134,852.00
COMM: COMMERCE BANK	25930LDN2	AFS	DOUGLAS CO SAN #530 NE 41 08/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	135,218.00
COMM: COMMERCE BANK	80379QBT3	AFS	SARPY CO NE SAN-REF NE 41 08/15/41		2.75		255,000.00 100.00%	255,000.00	255,000.00	174,437.85
COMM: COMMERCE BANK	80387LAS7	AFS	SARPY CO SAN & IMP DT NE 41 08/15/41		2.90		200,000.00 100.00%	200,000.00	200,000.00	137,212.00
COMM: COMMERCE BANK	25938MDE2	AFS	DOUGLAS CO SAN & IMP NT NE 41 09/01/41		2.80		200,000.00 100.00%	200,000.00	200,000.00	133,372.00
COMM: COMMERCE BANK	25933EFW3	AFS	DOUGLAS CO NE SAN-B NE 41 09/15/41		2.85		235,000.00 100.00%	235,000.00	235,000.00	161,419.15
COMM: COMMERCE BANK	25931XDM7	AFS	DOUGLAS CO SID #557 NE 41 11/15/41		2.80		165,000.00 100.00%	165,000.00	165,000.00	113,199.90
COMM: COMMERCE BANK	25939HCU7	AFS	DOUGLAS CO SID#563 NE 41 11/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	140,348.00
COMM: COMMERCE BANK	25940MAR2	AFS	DOUGLAS CNTY NE SAN & NE 4 11/15/41		2.75		125,000.00 100.00%	125,000.00	125,000.00	87,576.25
COMM: COMMERCE BANK	119483EL5	AFS	BUFFALO CO SD #0009 NE 41 12/15/41		2.00	A1	200,000.00 100.00%	200,000.00	193,810.40	127,304.00

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.  
10/26/2022 2:07 PM - BLA / JNBT

# Pledges By Pledgee And Maturity

**BBA**

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

Page 12 of 33

As Of 10/31/2022

Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value	
							Original Face	Par		
COMM: COMMERCE BANK	259327W42	AFS	DOUGLAS CO SD #17 NE 41 12/15/41	4.00	AA	250,000.00 100.00%	250,000.00	250,000.00	262,170.84	246,685.00
COMM: COMMERCE BANK	25932XDN4	AFS	DOUGLAS CO NE SID-REF NE 41 12/15/41	2.75		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	172,262.50
COMM: COMMERCE BANK	25940KAS4	AFS	SID DOUGLAS #596-REF NE 41 12/15/41	2.75		275,000.00 100.00%	275,000.00	275,000.00	275,000.00	188,894.75
COMM: COMMERCE BANK	3136AQUZ1	AFS	FNR 2015-92 PA 12/25/41	2.50		1,590,000.00 100.00%	1,590,000.00	445,841.15	446,542.86	399,808.23
COMM: COMMERCE BANK	808290FV7	AFS	SCHUYLER NE 42 03/15/42	2.75		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	185,640.00
COMM: COMMERCE BANK	80376KBN2	AFS	SARPY CO SID #334 NE 42 05/15/42	3.70		215,000.00 100.00%	215,000.00	215,000.00	215,000.00	175,599.10
COMM: COMMERCE BANK	25932XE6	AFS	DOUGLAS CO SID #524 NE 42 09/15/42	4.65		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	223,300.00
COMM: COMMERCE BANK	25929MEM4	AFS	DOUGLAS CO SID #405-R NE 42 11/15/42	3.55		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	197,752.50
COMM: COMMERCE BANK	006058DK4	AFS	ADAMS CO NE 42 12/15/42	4.00	AA-	300,000.00 100.00%	300,000.00	300,000.00	313,273.16	294,348.00
COMM: COMMERCE BANK	122873AR3	AFS	BURT CO SCH DT#0020 NE 42 12/15/42	4.38	A2	250,000.00 100.00%	250,000.00	250,000.00	245,886.17	240,757.50
COMM: COMMERCE BANK	98636PBT6	AFS	YORK CO SCH DT#96 NE 42 12/15/42	4.50	Aa3	250,000.00 100.00%	250,000.00	250,000.00	255,293.71	250,030.00
COMM: COMMERCE BANK	3132DMPY5	AFS	FRLMC 30YR 03/01/50	3.50		1,000,000.00 100.00%	1,000,000.00	620,520.35	679,879.94	548,835.34
<b>64 Securities Pledged To: 1010 - CITY TREASURER</b>							<b>15,905,000.00</b>	<b>14,381,361.50</b>	<b>14,469,305.25</b>	<b>11,787,457.47</b>

cash in bank \$11,459,211.93

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

10/26/2022 2:07 PM - BLA / JNBT

BBA - Baker Bond Accounting ®

517

The Baker Group Software Solutions, Inc.

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

**Pledged Securities Detail**  
**October 31, 2022**

H231  
 Page 1 of 76

Report Sequence: sgrp, CUSIP, Ticket

SGrp	CUSIP	Description	Moody	Rate	State	Ticket-P#	Call Type	Maturity Dt	Total Face	Pledged Face	Pledge Values		Market Value
											Par Value	Book Value	
STyp	S&P						Next Call Dt	Issue Dt	Total Par	% of Total	Carrying Value	Collateral Value	
AGEN	3130AJRQ4			1.000		177048011-1	Cent	6/25/2027	250,000.00	250,000.00	250,000.00	213,430.25	
FHLB	FHLB FIXED RATE NOTE						11/1/2022	6/25/2020	250,000.00	100.00%	227,419.00	214,305.25	
D02/02	AA+		Aaa				100,000	AFS			875.00		
AGEN	3130ANK82			0.750		178004394-1	Ann	8/26/2026	370,000.00	370,000.00	370,000.00	320,844.76	
FHLB	FHLB FIXED RATE NOTE						8/26/2023	8/26/2021	370,000.00	100.00%	323,593.70	321,345.80	
D02/02	AA+		Aaa				100,000	AFS			501.04		
CMO	3137AWU78			1.250		185157011-1		12/15/2027	1,500,000.00	1,500,000.00	69,753.44	66,225.82	
FHR	FHR 4145 AC							12/1/2012	69,753.44	100.00%	69,473.16	66,298.48	
D02/02								AFS			72.66		
CMO	3137B0NV2			1.500		185157163-1		9/15/2025	2,000,000.00	2,000,000.00	74,049.46	71,072.94	
FHR	FHR 4176 EC							3/1/2013	74,049.46	100.00%	73,867.50	71,165.50	
D02/02								AFS			92.56		
GNMA	36176W2B6			4.000		185168920-1		12/15/2026	560,000.00	560,000.00	36,038.44	35,684.87	
GNMA	GNMA POOL 778670							12/1/2011	36,038.44	100.00%	36,947.75	35,805.00	
D02/02								AFS			120.13		
GNMA	36179V3Q1			2.500		177018890-1		1/20/2036	500,000.00	500,000.00	320,095.20	287,422.28	
GNM2	GNMA2 POOL MA7107							1/1/2021	320,095.20	100.00%	336,142.52	288,089.14	
D02/02								AFS			666.86		
GNMA	36202ERL5			5.000		185171012-1		3/20/2023	500,000.00	500,000.00	1,553.12	1,496.37	
GNM2	GNMA2 POOL 4091							3/1/2008	1,553.12	100.00%	1,557.68	1,502.84	
D02/02								AFS			6.47		
GNMA	3620A9QG9			3.500		185171527-1		9/15/2024	750,000.00	750,000.00	15,747.19	15,163.66	
GNMA	GNMA POOL 723255							9/1/2009	15,747.19	100.00%	15,961.68	15,209.59	
D02/02								AFS			45.93		
GNMA	3620ARB59			3.500		185171588-1		5/15/2025	1,000,000.00	1,000,000.00	31,956.89	30,060.46	
GNMA	GNMA POOL 737260							5/1/2010	31,956.89	100.00%	32,308.21	30,153.67	
D02/02								AFS			93.21		
MBS	3128MDW74			3.500		177039340-1		12/1/2028	1,450,000.00	1,450,000.00	222,251.17	213,563.11	
FGLM	FHLMC POOL G14970							12/1/2013	222,251.17	100.00%	232,891.63	214,211.34	
D02/02								AFS			648.23		

PLEDGEE: CITY OF SEWARD (02)

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

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

**Pledged Securities Detail**  
**October 31, 2022**

**H231**  
**Page 2 of 76**

Report Sequence: sgrp, CUSIP, Ticket

SGrp S/Typ Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value	Book Value		
MBS	3128MEHL8		5.000		185145155-1		11/1/2024	557,000.00	557,000.00	52.48	50.72	50.72	50.72
FGLM	FHLMC POOL G15435						5/1/2015	52.48	100.00%	53.15	0.22	0.22	50.94
D02/02							AFS						
MBS	3128MMLQ4		4.500		185145399-1		12/1/2024	1,015,000.00	1,015,000.00	10,227.95	9,911.10	9,911.10	9,911.10
FGLM	FHLMC POOL G18334						12/1/2009	10,227.95	100.00%	10,339.88	38.35	38.35	9,949.45
D02/02							AFS						
MBS	3128PNBR8		4.000		185147186-1		7/1/2024	1,300,000.00	1,300,000.00	10,665.07	10,267.20	10,267.20	10,267.20
FGLM	FHLMC POOL J09948						6/1/2009	10,665.07	100.00%	10,804.13	35.55	35.55	10,302.75
D02/02							AFS						
MBS	3128PQ4E8		4.500		185147195-1		2/1/2025	1,200,000.00	1,200,000.00	14,181.19	14,043.08	14,043.08	14,043.08
FGLM	FHLMC POOL J11721						2/1/2010	14,181.19	100.00%	14,454.55	53.18	53.18	14,096.26
D02/02							AFS						
MBS	3128Q0GL5		4.000		185147609-1		5/1/2027	425,000.00	425,000.00	25,940.58	24,978.94	24,978.94	24,978.94
FGLM	FHLMC POOL J19203						5/1/2012	25,940.58	100.00%	26,768.64	86.47	86.47	25,065.41
D02/02							AFS						
MBS	31329KRS5		3.000		177051131-1		4/1/2033	1,000,000.00	1,000,000.00	213,340.65	184,701.89	184,701.89	184,701.89
FGLM	FHLMC POOL ZA2297						9/1/2018	213,340.65	100.00%	202,651.45	533.35	533.35	185,235.24
D02/02							AFS						
MBS	3132A8S34		2.500		177051143-1		1/1/2031	860,000.00	860,000.00	253,773.03	232,881.66	232,881.66	232,881.66
FGLM	FHLMC POOL ZS7738						9/1/2018	253,773.03	100.00%	240,950.34	528.69	528.69	233,410.35
D02/02							AFS						
MBS	3132CWKP8		3.000		177046215-1		4/1/2035	810,000.00	810,000.00	433,947.00	402,246.61	402,246.61	402,246.61
FGLM	FHLMC POOL SB0302						3/1/2020	433,947.00	100.00%	427,688.16	1,084.87	1,084.87	403,331.48
D02/02							AFS						
MBS	3132CWSD7		2.500		178002051-1		4/1/2036	500,000.00	500,000.00	397,388.38	356,731.09	356,731.09	356,731.09
FGLM	FHLMC POOL SB0516						3/1/2021	397,388.38	100.00%	418,484.95	827.89	827.89	357,558.98
D02/02							AFS						
MBS	3132CWWM3		3.500		177041150-1		8/1/2036	400,000.00	400,000.00	362,590.65	342,291.54	342,291.54	342,291.54
FGLM	FHLMC POOL SB0620						2/1/2022	362,590.65	100.00%	383,735.66	1,057.56	1,057.56	343,349.10
D02/02							AFS						
MBS	31335HYR8		5.500		185150298-1		10/1/2023	3,250,000.00	3,250,000.00	6,640.69	6,039.10	6,039.10	6,039.10
FGLM	FHLMC POOL C90720						10/1/2003	6,640.69	100.00%	6,704.91	30.44	30.44	6,069.54
D02/02							AFS						

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

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

**Pledged Securities Detail**  
**October 31, 2022**

**H231**  
**Page 3 of 76**

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/Pl	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value	Book Value		
MBS	3133LPUJ5		1.500		177041020-1		31/2032	500,000.00	500,000.00	456,752.31	394,589.18	394,589.18	394,589.18
FGLM	FHLMC POOL RD5081						2/1/2022	456,752.31	100.00%	450,903.76	570.94	570.94	395,160.12
D02/02							AFS						
MBS	31371LQY8		5.000		185155978-1		6/1/2024	500,000.00	500,000.00	2,047.48	1,965.53	1,965.53	1,965.53
FNMA	FNMA POOL 255271						5/1/2004	2,047.48	100.00%	2,043.83	8.53	8.53	1,974.06
D02/02							AFS						
MBS	31375HAP9		2.299		185156211-1		2/1/2026	1,000,000.00	1,000,000.00	518.49	516.00	516.00	516.00
FNMV	FNMA ARM POOL 334914						1/1/1996	518.49	100.00%	519.63	0.99	0.99	516.99
D02/02							AFS						
MBS	3138AMK38		4.500		185159473-1		7/1/2026	500,000.00	500,000.00	33,276.45	32,948.62	32,948.62	32,948.62
FNMA	FNMA POOL AI7513						7/1/2011	33,276.45	100.00%	34,075.93	124.79	124.79	33,073.41
D02/02							AFS						
MBS	3138EJLQ9		4.000		185159924-1		7/1/2027	443,000.00	443,000.00	30,964.21	29,368.27	29,368.27	29,368.27
FNMA	FNMA POOL AL2134						7/1/2012	30,964.21	100.00%	31,839.13	103.21	103.21	29,471.48
D02/02							AFS						
MBS	3138EKRM9		3.500		185160071-1		2/1/2028	500,000.00	500,000.00	41,017.91	39,453.32	39,453.32	39,453.32
FNMA	FNMA POOL AL3191						2/1/2013	41,017.91	100.00%	42,166.47	119.64	119.64	39,572.96
D02/02							AFS						
MBS	3138EKVV4		2.500		185160087-1		4/1/2023	525,000.00	525,000.00	2,151.74	1,983.63	1,983.63	1,983.63
FNMA	FNMA POOL AL3327						3/1/2013	2,151.74	100.00%	2,153.75	4.48	4.48	1,988.11
D02/02							AFS						
MBS	3138EKX75		5.500		177039339-1		2/1/2034	2,000,000.00	2,000,000.00	310,475.36	307,475.07	307,475.07	307,475.07
FNMA	FNMA POOL AL3401						3/1/2013	310,475.36	100.00%	346,800.33	1,423.01	1,423.01	308,898.08
D02/02							AFS						
MBS	3138EKXJ9		5.500		177039338-1		1/1/2034	2,000,000.00	2,000,000.00	247,832.38	245,449.40	245,449.40	245,449.40
FNMA	FNMA POOL AL3380						3/1/2013	247,832.38	100.00%	275,510.23	1,135.90	1,135.90	246,585.30
D02/02							AFS						
MBS	3138ELYF4		4.000		185160221-1		10/1/2028	1,000,000.00	1,000,000.00	78,327.59	75,611.53	75,611.53	75,611.53
FNMA	FNMA POOL AL4309						10/1/2013	78,327.59	100.00%	80,806.75	261.09	261.09	75,872.62
D02/02							AFS						
MBS	3138EMCY5		4.000		185160242-1		2/1/2027	575,000.00	575,000.00	32,026.33	31,113.19	31,113.19	31,113.19
FNMA	FNMA POOL AL4586						12/1/2013	32,026.33	100.00%	32,961.82	106.75	106.75	31,219.94
D02/02							AFS						

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

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

**Pledged Securities Detail**

October 31, 2022

H231  
Page 4 of 76

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value Book Value	Carrying Value		
MBS	3138EMP7	3.500			184006560-1		3/1/2029						
FNMA	FNMA POOL AL4919						2/1/2014	2,000,000.00	631,641.94	96,538.45	90,149.53	90,149.53	
D02/02							AFS	305,674.62	31.58%	101,148.61	281.57	90,431.10	
MBS	3138EQ5H1	3.500			176002956-1		11/1/2030						
FNMA	FNMA POOL AL8047						1/1/2016	1,050,000.00	1,050,000.00	271,975.05	253,977.54	253,977.54	
D02/02							AFS	271,975.05	100.00%	288,065.86	793.26	254,770.80	
MBS	3138WUJ82	3.000			178000698-1		1/1/2030						
FNMA	FNMA POOL AS4206						12/1/2014	1,160,000.00	1,160,000.00	165,623.78	152,920.36	152,920.36	
D02/02							AFS	165,623.78	100.00%	172,778.09	414.06	153,334.42	
MBS	3140FBGJ3	2.000			177051139-1		7/1/2031						
FNMA	FNMA POOL BD3800						7/1/2016	1,375,000.00	1,375,000.00	360,027.06	324,982.20	324,982.20	
D02/02							AFS	360,027.06	100.00%	339,600.48	600.05	325,582.25	
MBS	3140J5EA3	2.500			177039342-1		12/1/2029						
FNMA	FNMA POOL BM1028						3/1/2017	1,750,000.00	1,750,000.00	343,793.57	309,118.77	309,118.77	
D02/02							AFS	343,793.57	100.00%	352,206.76	716.24	309,835.01	
MBS	3140J5EA3	2.500			185164038-1		12/1/2029						
FNMA	FNMA POOL BM1028						3/1/2017	300,000.00	300,000.00	58,936.04	52,991.79	52,991.79	
D02/02							AFS	58,936.04	100.00%	59,131.38	122.78	53,114.57	
MBS	3140QJ99	2.500			177034617-1		12/1/2035						
FNMA	FNMA POOL CA8387						12/1/2020	500,000.00	500,000.00	380,147.46	342,809.77	342,809.77	
D02/02							AFS	380,147.46	100.00%	389,635.21	791.97	343,601.74	
MBS	3140X9CH6	2.500			199000173-1		12/1/2035						
FNMA	FNMA POOL FM5471						12/1/2020	465,000.00	465,000.00	356,050.47	320,986.16	320,986.16	
D02/02							AFS	356,050.47	100.00%	373,630.64	741.77	321,727.93	
MBS	3140X9LK9	3.000			177020855-1		1/1/2041						
FNMA	FNMA POOL FM5729						1/1/2021	500,000.00	500,000.00	295,823.59	248,848.72	248,848.72	
D02/02							AFS	295,823.59	100.00%	313,640.40	739.56	249,588.28	
MBS	31412P2K6	4.500			185164602-1		7/1/2024						
FNMA	FNMA POOL 931478						6/1/2009	2,900,000.00	2,900,000.00	22,593.23	21,872.21	21,872.21	
D02/02							AFS	22,593.23	100.00%	22,901.32	84.72	21,956.93	
MBS	31417SAL4	4.500			185165282-1		10/1/2024						
FNMA	FNMA POOL AC5410						10/1/2009	2,040,000.00	2,040,000.00	27,179.06	27,045.05	27,045.05	
D02/02							AFS	27,179.06	100.00%	27,622.02	101.92	27,146.97	

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

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

**Pledged Securities Detail  
October 31, 2022**

H231  
Page 5 of 76

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
									Par Value Book Value	Par Value Book Value		
MBS	31418AAC2 FNMA POOL MA0902		3.000	185165786-1		11/1/2026 10/1/2011 AFS	1,000,000.00 34,729.30	1,000,000.00 100.00%	34,729.30 35,026.89	31,462.65 86.82	31,462.65 31,549.47	
MBS	31418AKN7 FNMA POOL MA1200		3.000	177011537-1		10/1/2032 9/1/2012 AFS	800,000.00 128,427.34	800,000.00 100.00%	128,427.34 135,007.23	111,747.03 321.07	111,747.03 112,088.10	
MBS	31418AQY7 FNMA POOL MA1370		2.500	185166318-1		3/1/2023 2/1/2013 AFS	500,000.00 2,140.46	500,000.00 100.00%	2,140.46 2,142.32	1,973.23 4.46	1,973.23 1,977.69	
MBS	31418AVK1 FNMA POOL MA1517		3.000	177039341-1		7/1/2028 6/1/2013 AFS	1,000,000.00 152,429.77	1,000,000.00 100.00%	152,429.77 156,361.91	140,086.43 381.07	140,086.43 140,467.50	
MBS	31418AYS1 FNMA POOL MA1620		2.500	185166625-1		10/1/2023 9/1/2013 AFS	587,000.00 10,005.60	587,000.00 100.00%	10,005.60 10,028.21	9,216.00 20.85	9,216.00 9,236.85	
MBS	31418B5R3 FNMA POOL MA2555		4.000	177020853-1		6/1/2036 5/1/2016 AFS	410,000.00 99,293.37	410,000.00 100.00%	99,293.37 106,287.94	89,346.67 330.98	89,346.67 89,677.65	
MBS	31418DRM6 FNMA POOL MA4091		2.000	177046216-1		8/1/2030 7/1/2020 AFS	610,000.00 310,918.15	610,000.00 100.00%	310,918.15 300,364.87	275,391.23 518.20	275,391.23 275,909.43	
MBS	31418DT77 FNMA POOL MA4173		2.000	177023307-1		11/1/2030 10/1/2020 AFS	771,122.00 459,477.18	771,122.00 100.00%	459,477.18 474,215.71	406,935.03 765.80	406,935.03 407,700.83	
MBS	31418DZ96 FNMA POOL MA4367		1.500	184010674-1		6/1/2031 5/1/2021 AFS	500,000.00 389,307.40	500,000.00 100.00%	389,307.40 396,798.85	335,193.76 486.63	335,193.76 335,680.39	
MBS	31418EA83 FNMA POOL MA4530		1.500	177048016-1		2/1/2032 1/1/2022 AFS	179,142.00 161,077.75	167,163.35 93.31%	150,307.00 141,639.95	129,854.84 187.89	129,854.84 130,042.72	
MUNI	25687CAZ1 DOUGLAS CNTY NEB S&I #540		2.250	177039343-1	Cont 1/1/2027 100.000	1/1/2034 1/5/2022 AFS	120,000.00 120,000.00	120,000.00 100.00%	120,000.00 120,000.00	94,852.80 900.00	94,852.80 95,752.80	

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

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

**Pledged Securities Detail**  
**October 31, 2022**

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values				
										Par Value	Book Value	Carrying Value Interest Rec	Collateral Value	
MUNI	259290EB6		3.100	NE	185142828-1	Contn	8/15/2030							
GO	DOUGLAS CNTY NE SAN & IMPT DIS					11/1/2022	6/15/2016	150,000.00	150,000.00	150,000.00	135,990.00	135,990.00	135,990.00	
D02/02						100,000	AFS	150,000.00	100.00%	150,000.00	981.67	981.67	136,971.67	
MUNI	259292CS7		2.700	NE	185142831-1	Contn	11/15/2026							
GO	DOUGLAS CNTY SAN IMPT DIST 427					11/15/2022	11/15/2017	280,000.00	280,000.00	280,000.00	268,458.40	268,458.40	268,458.40	
D02/02						100,000	AFS	280,000.00	100.00%	280,000.00	3,486.00	3,486.00	271,944.40	
MUNI	259305DT4		2.500	NE	178003667-1	Cont	3/1/2036							
GO	DOUGLAS CNTY NEB S&I #499					3/1/2027	3/1/2022	150,000.00	150,000.00	150,000.00	119,355.00	119,355.00	119,355.00	
D02/02						100,000	AFS	150,000.00	100.00%	150,000.00	625.00	625.00	119,980.00	
MUNI	259307BJ6		2.900	NE	184003054-1	Cont	11/15/2036							
GO	DOUGLAS CNTY NEB SANI & #421					5/15/2025	5/19/2020	50,000.00	50,000.00	50,000.00	47,117.50	47,117.50	47,117.50	
D02/02						100,000	AFS	50,000.00	100.00%	50,000.00	668.61	668.61	47,786.11	
MUNI	259318EG7		2.750	NE	184010678-1	Cont	5/1/2035							
GO	DOUGLAS CNTY NEB SAN & IMPT DI					5/1/2026	5/3/2021	175,000.00	175,000.00	175,000.00	129,641.75	129,641.75	129,641.75	
D02/02						100,000	AFS	175,000.00	100.00%	175,000.00	2,406.25	2,406.25	132,048.00	
MUNI	25931LCN2		2.700	NE	185142862-1	Contn	11/15/2028							
GO	DOUGLAS CNTY NE SAN & IMPT					11/1/2022	11/15/2016	170,000.00	170,000.00	170,000.00	155,381.70	155,381.70	155,381.70	
D02/02						100,000	AFS	170,000.00	100.00%	170,000.00	2,116.50	2,116.50	157,498.20	
MUNI	25931VBN1		3.500	NE	185142866-1	Contn	8/15/2032							
GO	DOUGLAS CNTY NE SAN & IMPT					11/1/2022	7/27/2017	50,000.00	50,000.00	50,000.00	45,342.50	45,342.50	45,342.50	
D02/02						100,000	AFS	50,000.00	100.00%	50,000.00	369.44	369.44	45,711.94	
MUNI	25931VCF7		2.350	NE	177020849-1	Cont	8/15/2035							
GO	DOUGLAS CNTY NEB SAN #471					2/15/2026	2/19/2021	100,000.00	100,000.00	100,000.00	80,607.00	80,607.00	80,607.00	
D02/02						100,000	AFS	100,000.00	100.00%	100,000.00	496.11	496.11	81,103.11	
MUNI	259338EB6		3.000	NE	184003099-1	Cont	11/15/2035							
GO	DOUGLAS CNTY NEB SAN & IMPT DI					5/15/2025	5/19/2020	150,000.00	150,000.00	150,000.00	136,579.50	136,579.50	136,579.50	
D02/02						100,000	AFS	150,000.00	100.00%	150,000.00	2,075.00	2,075.00	138,654.50	
MUNI	25936RBY1		2.400	NE	177039345-1	Cont	1/15/2039							
GO	DOUGLAS CNTY NEB S&I #537					1/15/2027	1/21/2022	150,000.00	150,000.00	150,000.00	100,324.50	100,324.50	100,324.50	
D02/02						100,000	AFS	150,000.00	100.00%	150,000.00	1,060.00	1,060.00	101,384.50	
MUNI	373807CE4		1.850	NE	184010461-1	Cont	12/15/2035							
REV	GERING NEB COMBINED UTILS REV					4/29/2026	4/29/2021	100,000.00	100,000.00	100,000.00	76,930.00	76,930.00	76,930.00	
D02/02						100,000	AFS	100,000.00	100.00%	100,000.00	698.89	698.89	77,628.89	

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

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

**Pledged Securities Detail  
October 31, 2022**

H231  
Page 7 of 76

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value	Book Value		
MUNI	406036HN6	2.400		NE	185176896-1	Contn	12/15/2024	100,000.00	100,000.00	100,000.00		97,884.00	97,884.00
GO	HALL CNTY NE SCD #2 GRAND IS					11/1/2022	2/9/2015	100,000.00	100,000.00	100,000.00		906.67	98,790.67
D02/02						100,000	AFS						
MUNI	497593DJ9	4.000		IA	177032959-1	Cont	6/1/2034	365,000.00	365,000.00	365,000.00		358,503.00	358,503.00
GMCP	KIRKWOOD CMNTY COLLEGE IOWA CT					6/1/2029	3/23/2020	365,000.00	365,000.00	365,000.00		6,083.33	364,586.33
D02/02	AA					100,000	AFS						
MUNI	505318QS7	2.650		NE	185179244-1	Contn	11/15/2024	115,000.00	115,000.00	115,000.00		112,902.40	112,902.40
GO	LA VISTA NE					11/1/2022	12/31/2014	115,000.00	115,000.00	115,000.00		1,405.24	114,307.64
D02/02						100,000	AFS						
MUNI	57973FDD8	3.150		NE	185181069-1	Contn	12/15/2030	100,000.00	100,000.00	100,000.00		93,560.00	93,560.00
REV	MCCOOK NE PUBLIC PWR DIST					11/1/2022	8/9/2017	100,000.00	100,000.00	100,000.00		1,190.00	94,750.00
D02/02						100,000	AFS						
MUNI	652810G22	3.000		IA	182011996-1	Cont	6/1/2033	185,000.00	185,000.00	185,000.00		168,991.95	168,991.95
GO	NEWTON IOWA					6/1/2029	4/20/2022	185,000.00	185,000.00	185,000.00		2,944.58	171,936.53
D02/02	AA					100,000	AFS						
MUNI	71366VKE9	1.800		NE	177020856-1	Cont	12/15/2036	210,000.00	210,000.00	210,000.00		163,795.80	163,795.80
REV	PERENNIAL PUB PWR DIST NEB ELE					2/17/2026	2/17/2021	210,000.00	210,000.00	210,000.00		1,428.00	165,223.80
D02/02						100,000	AFS						
MUNI	80373YER3	2.800		NE	182012079-1	Cont	10/15/2035	150,000.00	150,000.00	150,000.00		114,246.00	114,246.00
GO	SARPY CNTY NEB S&I #158					4/15/2027	4/19/2022	150,000.00	150,000.00	150,000.00		186.67	114,432.67
D02/02						100,000	AFS						
MUNI	80376DCN7	3.250		NE	185187210-1	Contn	10/15/2023	200,000.00	200,000.00	200,000.00		199,528.00	199,528.00
GO	SARPY CNTY NE SAN & IMPT DIST					11/1/2022	10/15/2012	200,000.00	200,000.00	200,000.00		288.89	199,816.89
D02/02						100,000	AFS						
MUNI	80377BKT8	2.350		NE	184010680-1	Cont	8/15/2034	180,000.00	180,000.00	180,000.00		142,543.80	142,543.80
GO	SARPY CNTY NEB S&I DIST #264					5/3/2026	5/3/2021	180,000.00	180,000.00	180,000.00		893.00	143,436.80
D02/02						100,000	AFS						
MUNI	80377TBE2	2.800		NE	185187220-1	Contn	11/15/2028	85,000.00	85,000.00	85,000.00		78,126.05	78,126.05
GO	SARPY CNTY NE SAN & IMPT DIST					11/1/2022	11/15/2016	85,000.00	85,000.00	85,000.00		1,097.44	79,233.49
D02/02						100,000	AFS						
MUNI	80377TBF9	2.900		NE	185187221-1	Contn	11/15/2029	85,000.00	85,000.00	85,000.00		78,191.50	78,191.50
GO	SARPY CNTY NE SAN & IMPT DIST					11/1/2022	11/15/2016	85,000.00	85,000.00	85,000.00		1,136.64	79,328.14
D02/02						100,000	AFS						

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

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

**Pledged Securities Detail**  
**October 31, 2022**

Report Sequence: sgrp, CUSIP, Ticket

SGrp	STYP	CUSIP	Description	Moody	Rate	State	Ticket-P#	Call Type	Maturity Dt	Total Face	Pledged Face	Pledge Values		Carrying Value	Market Value
												Loc/PI	S&P		
MUNI	GO	80378TEW8	SARPY CNTY NE SAN & IMPT DIST		3.850	NE	185187230-1	Contn	10/15/2033	85,000.00	85,000.00	85,000.00	85,000.00	77,650.05	77,650.05
	D02/02							100,000	AFS	85,000.00	100,000%	85,000.00	85,000.00	145.44	77,795.49
MUNI	GO	80379AEF5	SARPY CNTY NEB SAN & IMPT #243		2.700	NE	177011631-1	Cont	8/15/2038	290,000.00	290,000.00	290,000.00	290,000.00	214,237.50	214,237.50
	D02/02							100,000	AFS	290,000.00	100,000%	290,000.00	290,000.00	1,653.00	215,890.50
MUNI	GO	80379KEN6	SARPY CNTY NEB SAN & IMPT #272		2.300	NE	177018881-1	Cont	12/15/2034	50,000.00	50,000.00	50,000.00	50,000.00	38,084.00	38,084.00
	D02/02							100,000	AFS	50,000.00	100,000%	50,000.00	50,000.00	434.44	38,518.44
MUNI	GO	810140LP6	SCOTTS BLUFF CNTY NEB		2.550	NE	182012068-1	Cont	1/15/2034	250,000.00	250,000.00	250,000.00	250,000.00	208,207.50	208,207.50
	D02/02							100,000	AFS	250,000.00	100,000%	250,000.00	250,000.00	1,877.08	210,084.58
MUNI	GO	81847ELLJ3	SEWARD NE		2.150	NE	185187544-1	Contn	12/15/2022	100,000.00	100,000.00	100,000.00	100,000.00	99,845.00	99,845.00
	D02/02							100,000	AFS	100,000.00	100,000%	100,000.00	100,000.00	812.22	100,657.22
MUNI	GO	81847ELK0	SEWARD NE		2.350	NE	185187545-1	Contn	12/15/2023	95,000.00	95,000.00	95,000.00	95,000.00	93,254.85	93,254.85
	D02/02							100,000	AFS	95,000.00	100,000%	95,000.00	95,000.00	843.39	94,098.24
MUNI	REV	818480BF1	SEWARD NEB ARPT AUTH		3.550	NE	185187553-1	Contn	1/15/2024	70,000.00	70,000.00	70,000.00	70,000.00	70,008.40	70,008.40
	D02/02							100,000	AFS	70,000.00	100,000%	70,000.00	70,000.00	731.69	70,740.09
MUNI	REV	818483EQ8	SEWARD NE ELEC REV		2.350	NE	185187554-1	Contn	2/15/2023	110,000.00	110,000.00	110,000.00	110,000.00	109,655.70	109,655.70
	D02/02							100,000	AFS	110,000.00	100,000%	110,000.00	110,000.00	545.72	110,201.42
MUNI	REV	818483FG9	SEWARD NE ELEC REV		2.450	NE	185187557-1	Contn	2/15/2028	150,000.00	150,000.00	150,000.00	150,000.00	139,312.50	139,312.50
	D02/02							100,000	AFS	150,000.00	100,000%	150,000.00	150,000.00	775.83	140,088.33
MUNI	GO	886094CD1	THURSTON CNTY NEB		2.500	NE	184003102-1	Cont	12/15/2035	200,000.00	200,000.00	200,000.00	200,000.00	156,692.00	156,692.00
	D02/02							5/28/2025	AFS	200,000.00	100,000%	197,390.11	197,390.11	1,888.89	158,580.89
TAX	TAXGO	534239FX1	LINCOLN NEB		3.000	NE	177045043-1		7/15/2026	100,000.00	100,000.00	100,000.00	100,000.00	92,901.00	92,901.00
	D02/02								AFS	100,000.00	100,000%	99,475.57	99,475.57	883.33	93,784.33

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

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

Pledged Securities Detail  
October 31, 2022

H231  
Page 9 of 76

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
TAX	61778RBT8	1.937	NE	177020846-1	Cont	12/1/2025	12/1/2031	210,000.00	210,000.00	210,000.00	153,848.10	153,848.10
TAXGO	MORRILL CNTY NEB SCH DIST #63					100.000	AFS	210,000.00	100.00%	210,000.00	1,694.88	155,542.98
D02/02	AA											
TAX	68189TBA3	6.400	NE	185184294-1			2/1/2026	45,000.00	35,000.00	35,000.00	34,377.70	34,377.70
TAXREV	OMAHA NEB SPL OBLIG						3/25/2008	45,000.00	77.78%	35,000.00	560.00	34,937.70
D02/02	AA+						AFS					
TD	02007GXC3	3.450		177049980-1			8/4/2026	245,000.00	245,000.00	245,000.00	245,000.00	245,000.00
CD	ALLY BANK CD						8/4/2022	245,000.00	100.00%	245,000.00	2,061.02	247,061.02
D02/02							AFS					
TD	02589AC42	2.650		182012070-1			4/6/2027	245,000.00	245,000.00	245,000.00	245,000.00	245,000.00
CD	AMERICAN EXPR NATL BK CD						4/6/2022	245,000.00	100.00%	245,000.00	488.90	245,488.90
D02/02							AFS					
TD	89235MNH0	3.200		177046219-1			5/17/2027	245,000.00	245,000.00	245,000.00	245,000.00	245,000.00
CD	TOYOTA FINANCIAL SGS BK CD						5/17/2022	245,000.00	100.00%	245,000.00	3,608.55	248,608.55
D02/02							AFS					
TRSY	91282CDQ1	1.250		177038199-1			12/31/2026	250,000.00	250,000.00	250,000.00	219,765.63	219,765.63
NOTE	U.S. TREASURY NOTE						12/31/2021	250,000.00	100.00%	249,704.64	1,052.99	220,818.62
D02/02	AA+						AFS					
<b>CITY OF SEWARD</b>								<b>54,906,927.29</b>	<b>14,621,306.16</b>	<b>13,118,183.24</b>	<b>13,118,183.24</b>	<b>13,118,183.24</b>
								<b>14,874,928.28</b>	<b>73,230.96</b>	<b>13,191,414.19</b>		

CASH IN BANK \$11,593,555.83

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

### 3. Claims & Payables Reports

CLAIMS LIST

11-15-22

COUNCIL MEETING

Abbreviations: BE, Benefits; BU, Building Upkeep; CI, Capital Improvements; DO, Donations; EQ, Equipment; EX, Expense; FA, Fixed Asset; GS, Gas; GU, Ground Upkeep; IT, Technology; IV, Inventory; MA, Maintenance; MC, Miscellaneous; MH, Merchandise; MI, Mileage; ML, Meals; MS, Memberships; OI, Oil; OP, Operations; PO, Postage; PU, Publications; RE, Repairs; RI, Reimbursement; SA, Salaries, SE, Services; SL, Sales; ST, Sales Tax; SU, Supplies; TG, Training; TO, Tools; TR, Transfer; UN, Uniforms; UT, Utilities.

Altec Industries Inc	RE	2,117.29
ADE	SU	30.00
AKRS Equipment Inc	RE	25.00
Amazon.Com Credit Service	SU	896.54
Ameritas Life Insurance C	SE	125.00
ARPS	FA	6,182.50
Badger Meter	SE	215.51
Baker & Taylor	SU	721.11
Baker Becky J	MI	148.75
Bern's Body Shop	RE	710.50
Biblionx LLC	MS	4,136.00
Bizco Technologies	IT	5,971.00
Black Hills Energy	UT	792.43
Bluestem Network LLC	SE	100.00
Border States Industries	IV	64,640.95
Burlington Northern Santa	MC	1,475.69
Campbell Cleaning	SE	1,405.00
Capital Business-Cheyenne	MA	20.56
Carroll Construction Supp	SU	518.90
Cattle Bank	FA	24,245.00
City Seward Electric Fund	UT	37,777.80
City Seward Library Petty	PO	86.99
City Seward Merchant Serv	SE	3,416.55
City Seward Payroll Accou	SA	182,126.40
City Seward Perpetual Fd	SL	1,650.00
City Seward Petty Cash Fu	MC	141.74
Comfort Inn	TG	219.90
Commonwealth Electric Co	MA	430.50
Continental Fire/Alarm/De	BU	225.00
Cuttin It Close Lawncare	GU	690.00
Danko Emergency Equipment	EQ	355.19
Electronic Contracting Co	MS	81.00
Empire Netting & Fence	FA	32,700.00
Farmers Coop Seward	GS	5,917.30
Fieldturf	GU	7,150.00

Firstar Fiber Inc	SE	349.03
General Code	MS	1,195.00
Gerhold Concrete Co Inc	CI	9,203.49
Graham Tire	RE	143.54
GWORKS	IT	16,571.00
Hansen Dan	RI	23.00
Hawkins Inc	SU	1,628.37
Holliday Kurt	SE	300.00
Husker Electric Supply Co	SU	744.86
Jackson Services Inc	SU	92.93
JEO Consulting Group	FA	1,197.00
JLP Contracting LLC	RE	2,000.00
Last Mile Network Consult	IT	90.00
Lee's Refrigeration	BU	152.70
Lincoln Winwater Works	RE	25.78
Matheson Tri-Gas Inc	OP	66.21
Memorial Health-Drug	SE	1,195.58
Menards North	GU	415.26
Metering & Technology Sol	RE	4,732.36
Mid-American Benefits Inc	BE	2,193.42
Midwest Auto Parts	SU	423.53
Mueller Ronald	MC	75.00
Nebraska Notary Associati	MS	156.18
Nebraska Pub Pow-Desmoine	SE	543.55
Nebraska Treasurer	OP	8.54
Norris Public Power Distr	UT	1,076.00
Olsson	CI	12,259.95
One Call Concepts Inc	SE	531.98
One Source Background Che	SE	96.00
O'Reilly Automotive Inc	SU	26.52
Orscheln Farm & Home	SU	662.29
Pac 'N' Save Discount Foo	ML	3,705.72
Paper Tiger Shredding	SU	60.00
Paul Davis	BU	5,713.47
Power Service Inc	RE	1,396.80
Radiology Associates Pc	SE	52.00
Riverside Portables LLC	SE	325.00
Rose Equipment Inc	OI	1,512.00
Sack Lumber Company	GU	185.99
Samek Lacy	RI	21.00
Sam'S Club (Lib-Rec-Pool)	SU	105.14
Sapp Brothers Petroleum I	GS	11,415.50
Sargent Drilling Inc	CI	241,554.94
Schemmer Architects Engin	CI	45,472.50
Seward County Clerk/Reg D	PU	17.50

Seward County EMA	SU		6.00
Seward County Independent	PU		1,073.84
Seward County Treasurer	SE		19,433.67
Seward Lumber & Home Cent	SU		931.06
Seward Public Schools	MC		1,622.04
Seward Wind LLC	UT		43,034.82
Short Elliott Hendrickson	SE		1,500.00
Sports Express	UN		1,167.50
Storey Kenworthy	SU		772.05
Summit Fire Protection	BU		782.25
TK Elevator Corp	MS		2,082.12
Trimax Mowing Systems	RE		187.43
Ty's Outdoor Power & Serv	RE		143.15
Verizon Wireless	SE		316.12
Visa - Pinnacle Bank			314.84
Amazon	SU	215.50	
Queen of Theme	SU	14.99	
Sam's Club	SU	44.72	
Valentino's	ML	39.59	
Walmart	SU	-15.99	
Zoom	MS	16.03	
Voehl Cindy	MI		14.38
Wanda'S Kitchen	SU		46.00
Wesco Distribution Inc	SU		2,381.82
Wiedemeyer Jonathan C	RI		14.00
Windstream Nebraska Inc	SE		1,637.31
Wortman, Niki	MI		171.14
		CLAIMS TOTAL	\$834,794.27

#### 4. Police Department Report



# *City of Seward* Police Department

## Monthly Statistics October 2022

Service Calls	597
Accidents	7
Arrests	16
Citations	28
Warnings	98
Parking Tickets	42

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

5. Draft Minutes of November 1, 2022, City Council Meeting

**November 1, 2022**

The Seward City Council met at 7:00 p.m. on Tuesday, November 1, 2022, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Ellen Beck, Alyssa Hendrix, Sid Kamprath, Jessica Kolterman, Karl Miller, John Singleton, Matt Stryson, Jonathon Wilken. Councilmembers Absent: None. Other officials present: City Administrator Greg Butcher, City Engineer Michael Oneby, City Attorney Kelly Hoffschneider, 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 Singleton, seconded by Councilmember Stryson.

1. Claims & Payables Report (totaling \$1,159,681.87)
2. Draft Minutes of October 18, 2022, Council Meeting

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.  
Nay: None. Motion carried.

**ADMINISTRATIVE ITEMS**

**1. CONSIDERATION OF A CLAIM FROM KATHERINE KRAUSE, 709 N 4<sup>TH</sup> STREET, FOR TREE REMOVAL BY LINCOLN TREE SERVICE**

City Administrator Butcher noted that the claimant hired Lincoln Tree Service to examine and later remove the tree, but that she appeared to be unaware that it was a City tree located in the right-of-way. Street Superintendent Miers was previously set to examine the condition of the tree and submit his findings to the Tree Board for consideration, which had not occurred yet. After the tree was removed and she was informed that it was owned by the City, she requested reimbursement and was directed to file a claim to the City for consideration.

Councilmember Singleton moved, seconded by Councilmember Hendrix, to deny the claim as presented and to forward on to the City's insurance carrier for consideration.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.  
Nay: None. Motion carried.

**2. APPROVAL OF PROFESSIONAL ENGINEER'S RECOMMENDATION TO AWARD A CONSTRUCTION CONTRACT TO GENERAL EXCAVATING FOR THE KAROL KAY BOX CULVERT PROJECT AND AUTHORIZATION TO ENTER INTO NEGOTIATIONS WITH GENERAL EXCAVATING**

City Engineer Oneby detailed that the bids were due on October 18<sup>th</sup> with four respondents. The lowest bidder was General Excavating, which was below the engineer's estimate. The project's engineer, The Schemmer Associates, Inc., and Mr. Oneby recommended award to General Excavating for the project.

Councilmember Kamprath moved, seconded by Councilmember Beck, to approve the recommendation to award a construction contract to General Excavating for the Karol Kay Box Culvert Project.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.  
Nay: None. Motion carried.

**3. APPROVE THE REQUEST FOR QUALIFICATIONS FOR THE SEWARD INTERIOR DRAINAGE AND PUMP STATION IMPROVEMENTS PROJECT AND AUTHORIZE THE CITY TO SEEK WRITTEN STATEMENT OF QUALIFICATIONS FOR FINAL DESIGN SERVICES**

Mr. Oneby stated the Request for Qualifications (RFQ) presented would be for architectural engineering services to design a Pump House associated with the levee, to automate pumping operations in the event of a flood. The City will advertise and collect bids to complete phase I (final design) for the project as funded by the Nebraska Emergency Management Agency (NEMA). Mr. Butcher noted that potential funding for phase II (construction) of the project would be dependent on the cost-benefit analysis completed during phase I. Further, it was noted that this project would be part of the levee accreditation process.

Councilmember Singleton moved, seconded by Councilmember Stryson, to approve the request for qualifications for the Interior Drainage and Pump Station Improvements Project and authorize the City to seek written statement of qualifications for final design services.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

**November 1, 2022**

Nay: None.

Motion carried.

**4. CONSIDERATION OF A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE ANNUAL YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT**

Councilmember Kolterman introduced **Resolution 2022-30**, to authorize the Mayor to sign the annual year-end certification of City Street Superintendent. Councilmember Beck moved, seconded by Councilmember Kamprath, to approve Resolution 2022-30.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None.

Motion carried.

**A. DESIGNATE JULIE A. OGDEN, JEO CONSULTING GROUP, INC. AS CONSULTANT TO THE CITY OF SEWARD AS A CLASS A CITY STREET SUPERINTENDENT (LICENSE #S-1320, E-9395) FOR NDOT PROGRAMMING REQUIREMENTS AND INCENTIVE PAYMENTS, EFFECTIVE JANUARY 1, 2023**

Councilmember Singleton moved, seconded by Councilmember Kolterman, to designate Julie A. Ogden, as the City's Street Superintendent for 2023.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None.

Motion carried.

**5. CONSIDERATION TO APPROVE THE AMDENDED INJURY AND ILLNESS PREVENTION PROGRAM PLAN**

City Clerk Bargmann noted that the Injury and Illness Prevention Program Plan had not been amended since its adoption in 1993; therefore, the Safety Committee had drafted an updated plan for consideration.

Councilmember Kolterman moved, seconded by Councilmember Kamprath, to approve the amended Injury and Illness Prevention Plan as presented.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None.

Motion carried.

**6. UPDATE ON THE WELLNESS CENTER**

Mr. Butcher noted that the top three scorers responding to the Request for Qualifications will be interviewed soon with a recommendation to be presented to Council for award. He also noted that the project had received favorable news in regard to further grant funding, which will be announced at a later time if the project is selected.

**CITY ADMINISTRATOR'S REPORT**

Councilmember Kamprath moved, seconded by Councilmember Kolterman, that City Administrator Butcher's report of November 1, 2022, be accepted.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None.

Motion carried.

**STRATEGY SESSION**

**1. STRATEGY SESSION WITH CITY ATTORNEY TO PROVIDE NEGOTIATION GUIDANCE CONCERNING REAL ESTATE INTERESTS**

Councilmember Miller moved, seconded by Councilmember Kolterman, that the Council enter a closed session with the Mayor, City Administrator, City Attorney, and City Clerk for the protection of the public interest and to discuss current real estate interests and to provide the City Attorney with negotiating guidance for a period not to exceed 30 minutes.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None.

Motion carried.

Mayor Eickmeier stated the Council has voted to go into closed session at 7:30 p.m. for the protection of the public interest and to discuss real estate interests and to provide the City Attorney with negotiating guidance.

At 7:41 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken. Mayor Eickmeier announced that no formal action was taken during the executive session.

**ANNOUNCEMENT OF UPCOMING EVENTS**

November 26 – Annual Christmas Festival

**November 1, 2022**

**MOTION TO ADJOURN**

Councilmember Beck moved, seconded by Councilmember Singleton, that the November 1, 2022, City Council Meeting be adjourned.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None. Motion carried.

Adjourned approximately 7:41 p.m.

THE CITY OF SEWARD, NEBRASKA

\_\_\_\_\_  
Joshua Eickmeier, Mayor

\_\_\_\_\_  
Derek Bargmann  
City Clerk

**PUBLIC HEARINGS**

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

## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Mayor and City Council of the City of Seward, Nebraska will hold a public hearing on Tuesday, November 15, 2022 at the City Council meeting starting at 7:00 p.m. at the Municipal Building, 142 7th Street, Seward, NE to review the functioning and progress of the Seward Economic Development Program funded by local City Sales Tax.

Derek Bargmann  
City Clerk

**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: November 15, 2022  
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 August 3, 2022, 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 January 1, 2022 thru June 30, 2022. The CARC had no questions or concerns.
2. A copy of the general ledger reports including a report of all transactions from 1/1/22 to 6/30/22 was distributed prior to the meeting. The CARC felt all transactions listed in the financial reports appeared to be appropriate.
3. The City Administrator also noted that the program would come due for a reauthorization vote by the citizens of Seward in the following year and a recommendation on the program and funding levels may be requested from the CARC in the future.

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.

2. Public Hearing - 7:00 PM - Ordinance to Vacate a Portion of Sumaran Estates Subdivision Plat, Located in the N 1/2 of the SW 1/4 of Section 4, Township 10 North, Range 3 East of the 6th P.M. of Seward County, Nebraska - Building/Zoning & Code Enf Director Dworak

PETITION FOR THE PARTIAL VACATION OF THE PLAT OF SUMARAN ESTATES SUBDIVISION, AS PLATTED IN THE NORTH HALF OF THE SOUTHWEST QUARTER. OF SECTION 4, TOWNSHIP 10 NORTH, RANGE 3 EAST OF THE SIXTH P.M., SEWARD COUNTY, COUNTY, NEBRASKA

KNOW ALL MEN BY THESE PRESENTS:

1. THAT Kelby D. Pflughaupt and Vicki L. Pflughaupt, husband and wife, being the sole and only owners of the following described real estate:

LOTS 1 THROUGH 27 INCLUSIVE AND LOTS 29 THROUGH 44 INCLUSIVE, ALL IN SUMARAN ESTATES, A SUBDIVISION OF SINGLE FAMILY HOMES, AS PLATTED IN THE NORTH HALF OF THE SOUTHWEST QUARTER. OF SECTION 4, TOWNSHIP 10 NORTH, RANGE 3 EAST OF (ITIE) SIXTH P.M., SEWARD COUNTY, NEBRASKA, INCLUDING "A" ROAD, "B" ROAD, "C" ROAD, "D" ROAD AND SUMARAN ROAD LOCATED IN THE SUBDIVISION OF SUMARAN ESTATE MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 10, NORTH, RANGE 3 EAST OF THE 6<sup>TH</sup> P.M., SEWARD COUNTY, NEBRASKA, LYING EAST OF THE EAST RIGHT-OF-WAY OF NEBRASKA HIGHWAY #15, AND EXCEPTING FROM SAID VACATION LOTS 45 THROUGH 52 INCLUSIVE AND LOT 28, ALL IN SUMARAN ESTATES, A SUBDIVISION OF SINGLE FAMILY HOMES, AS PLATTED IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 10, NORTH, RANGE 3, EAST OF THE 6<sup>TH</sup> P.M., SEWARD COUNTY, NEBRASKA

desire to partially vacate said plat for the vacating the above described real estate from said plat, and hereby petitions the Planning Commission of the City of Seward, Nebraska, and the Mayor and Council of the City of Seward, Nebraska, for the partial vacation of said plat, and further petitions the Planning Commission and the Mayor and Council of the City of Seward, Nebraska, respectively, for a resolution declaring the existing plat therein partially vacated as to the real estate owned by Petiteness', including all platted, dedicated and/or un-opened roads described in the plat of Sumaran Estates, and that upon approval and adoption thereof by the City of Seward, that the owners petitioning for same shall cause to be recorded in the office of the register of deeds and county assessor of the county a duly certified copy of the petition, the actions of the planning commission and mayor and council, and the resolution partially vacating said plat.

2. Petitioners further agree that as a condition of said vacation, they shall convey unto Michael P. Vanderslice and Mori J. Vanderslice, and to their heirs, successors and assigns, a permanent and non-exclusive easement over and across a strip of land being more particularly described as follows:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 10 NORTH, RANGE 3 EAST OF THE SIXTH P.M., SEWARD COUNTY NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 52, SUMARAN ESTATES, AS PLATTED IN SAID NORTH HALF OF THE SOUTHWEST QUARTER; THENCE S00°32.17"W, ON THE WEST

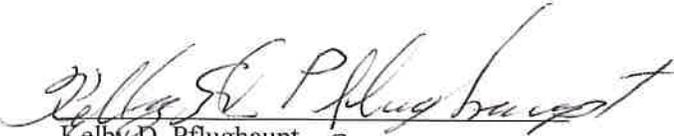
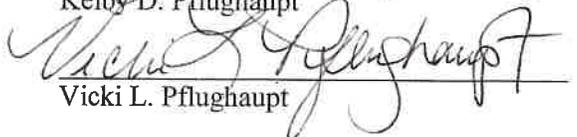
LINE OF LOTS 52 THROUGH 49 OF SAID SUMARAN ESTATES, A DISTANCE OF 608.06 FEET TO THE SOUTHWEST CORNER OF SAID LOT 49; THENCE N89°35'32"W ON THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 60.02 FEET TO THE SOUTHEAST CORNER OF NEBRASKA HIGHWAY 15 RIGHT OF WAY AS DESCRIBED IN MISCELLANEOUS RECORD BOOK 40, PAGE 493; THENCE N00°32'52"E ON THE EAST LINE OF SAID RIGHT OF WAY, A DISTANCE OF 668.04 FEET; THENCE S89°27'35"E, A DISTANCE OF 59.92 FEET; THENCE S00°33'17"W, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.92 ACRES, MORE OR LESS.

for ingress and egress from Nebraska Highway #15 to Lots 45 through 52, inclusive of Sumaran Estates as platted in the North Half of the Southwest Quarter of Section 4, Township 10, North, Range 3, East of the 6<sup>th</sup> P.M., Seward County, Nebraska and said easement shall be appurtenant to and run with the ownership thereof.

3. The legal description of the real estate owned by the Plaintiffs following the partial vacation of Sumaran Estates as set forth herein, is:

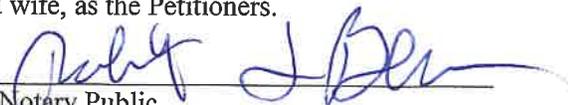
A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 10 NORTH, RANGE 3 EAST OF THE SIXTH P.M., SEWARD COUNTY NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE N89°35'32"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 567.19 FEET TO THE SOUTHWEST CORNER OF LOT 28, SUMARAN ESTATES, AS PLATTED IN SAID NORTH HALF OF THE SOUTHWEST QUARTER AND THE POINT OF BEGINNING; THENCE CONTINUING N89°35'32"W ON SAID SOUTH LINE, A DISTANCE OF 1360.00 FEET TO THE SOUTHEAST CORNER OF LOT 48 OF SAID SUMARAN ESTATES; THENCE N00°33'04"E ON THE EAST LINE OF LOTS 45 THROUGH 48 OF SAID SUMARAN ESTATES, A DISTANCE OF 606.54 FEET TO THE NORTHEAST CORNER OF SAID LOT 45; THENCE N89°27'36"W ON THE NORTH LINE OF LOTS 45 AND 52 OF SAID SUMARAN ESTATES, A DISTANCE OF 590.14 FEET TO THE NORTHWEST CORNER OF SAID LOT 52; THENCE S00°32'17"W, ON THE WEST LINE OF LOTS 49 THROUGH 52 OF SAID SUMARAN ESTATES, A DISTANCE OF 608.06 FEET TO THE SOUTHWEST CORNER OF SAID LOT 49; THENCE N89°35'32"W ON THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 60.02 FEET TO THE SOUTHEAST CORNER OF NEBRASKA HIGHWAY 15 RIGHT OF WAY AS DESCRIBED IN MISCELLANEOUS RECORD BOOK 40, PAGE 493; THENCE N00°32'52"E ON THE EAST LINE OF SAID RIGHT OF WAY, A DISTANCE OF 1321.40 FEET TO THE NORTHEAST CORNER OF SAID RIGHT OF WAY; THENCE S89°36'44"E ON THE NORTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 2579.44 FEET TO THE NORTHEAST CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER; THENCE S00°38'39"W ON THE EAST LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 991.77 FEET TO THE NORTHEAST CORNER OF LOT 28 OF SAID SUMARAN ESTATES; THENCE N89°35'45"W ON THE NORTH LINE OF SAID LOT 28, A DISTANCE OF 567.75 FEET TO THE NORTHWEST CORNER OF SAID LOT 28; THENCE S00°32'47"W ON THE WEST LINE OF SAID LOT 28, A DISTANCE OF 330.50 FEET TO THE POINT OF BEGINNING, CONTAINING 65.70 ACRES, MORE OR LESS.

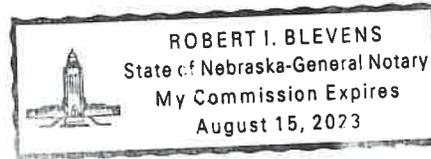
Dated September 6, 2022

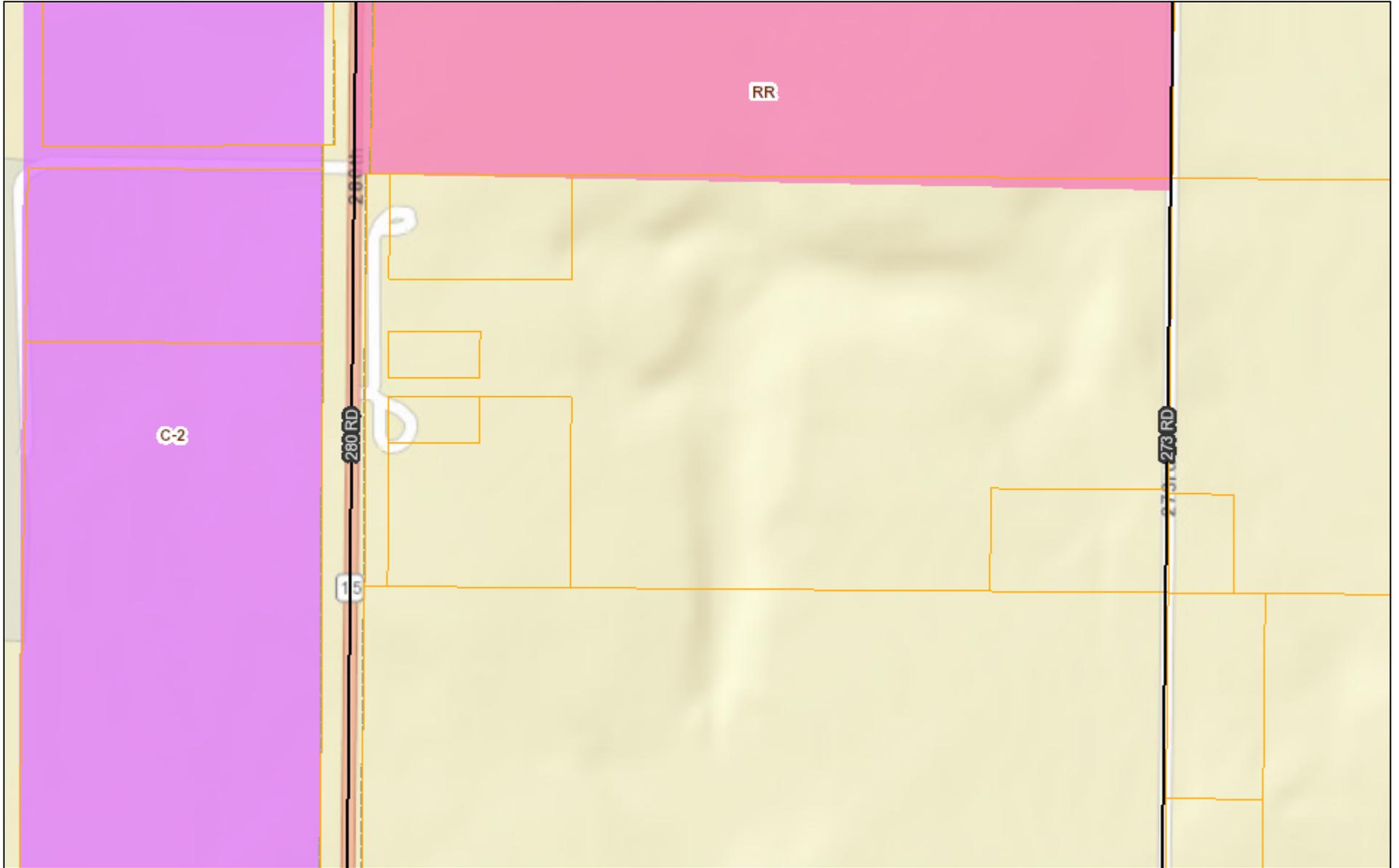
  
\_\_\_\_\_  
Kelby D. Pflughaupt  
  
\_\_\_\_\_  
Vicki L. Pflughaupt

STATE OF NEBRASKA     )  
  )ss.  
County of Seward         )

The foregoing Petition for Vacation of Plat was acknowledged on September 6, 2022 by Kelby D. Pflughaupt and Vicki L. Pflughaupt, husband and wife, as the Petitioners.

  
\_\_\_\_\_  
Notary Public





November 10, 2022  
07:23 AM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:7,095

**Sidewalks**

— ADA Sidewalk

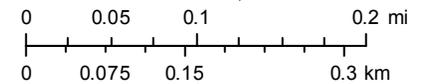
— Deficient Sidewalk

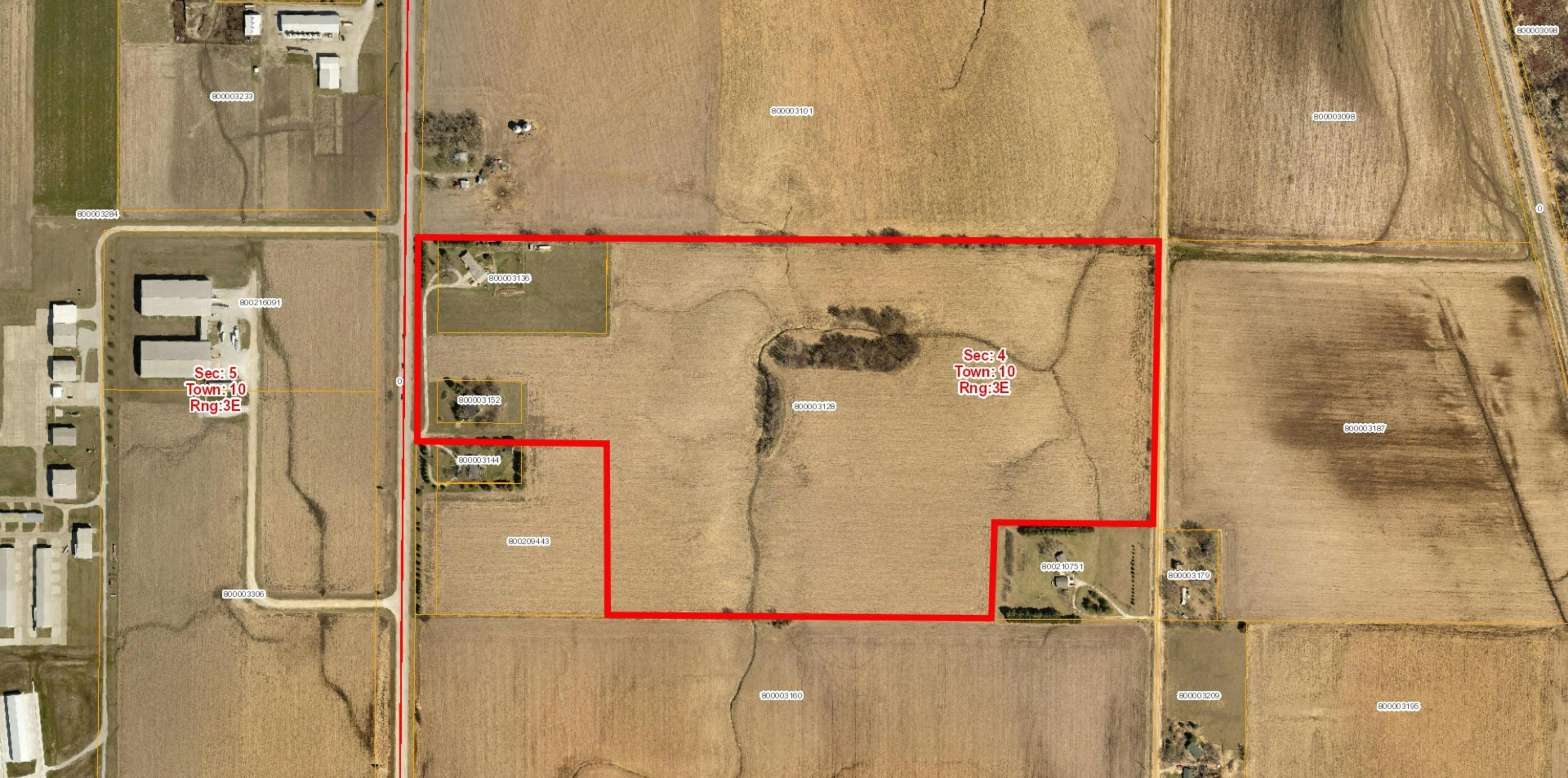
— Missing Sidewalk

— Streets

— Parcels

▭ Subdivisions





Sec: 5  
Town: 10  
Rng: 3E

Sec: 4  
Town: 10  
Rng: 3E

800003233

800003284

800216091

800003306

800003101

800003098

800003136

800003152

800003144

800209443

800003128

800210751

800003179

800003187

800003160

800003209

800003195

800003098

City of Seward Planning Commission  
142 N 7<sup>th</sup> St, Seward, NE 68434

Staff Report  
Tim Dworak, Building/Zoning &  
Code Enforcement Director  
402-643-2928 opt 3 opt 1

---

**APPLICATION TYPE**

Vacate Petition

**FINAL ACTION?**

**DEVELOPER/OWNER**

Kelby & Vicki Pflughaupt

**PC HEARING DATE**

November 14, 2022

**RELATED APPLICATIONS**

**PROPERTY ADDRESS, ZONING DISTRICT/USE**

1248 280<sup>th</sup> Rd, AG, Agricultural

**ADJACENT ZONING DISTRICTS/USE:**

- North, RR, Single Family/Agricultural – Vernon Curtis
- East, AG, Agricultural – MRL Family Limited Partnership
- South, AG, Agricultural – Byron Brigham
- West, C-2, Commercial – Seward Airpark LLC

**BRIEF SUMMARY OF REQUEST:**

A request to vacate a portion of the plat of Sumaran Estates Subdivision.



**APPLICATION CONTACT**

Bob Blevins, O# 402-643-3639  
129 N 5<sup>th</sup> St, Seward, NE 68434

## **COMPATIBILITY WITH THE COMPREHENSIVE PLAN**

Use type matches the comprehensive plan

### **ANALYSIS**

This is partial vacation of a platted subdivision that never materialized. There were four (4) residences built in Sumaran Estates, however, each single family residence was built on multiple lots as an acreage. These acreages were never zoned RR Rural residential and remain AG Agricultural to this day.

The Pflughaupts have purchased the property at 1236 280<sup>th</sup> Rd Unit 20 with the intent of clearing the property for the purpose of farming, along with the 64 +/- remaining acres owned by the Pflughaupts. By vacating the plat the Pflughaupts current acreage and the acreage at 1236 become conforming properties for zoning as they now are put back into the original AG land and exceed the 20 acre minimum requirement for property in the AG zoning.

Utilities were never extended to this development, as well as, platted lots and dedicated roads were never developed, the land continues to be farmed to this day.

Attached you will find the comp plan land use map, a zoning map, a copy of the original plat, a map outline of the partial vacate of the plat and the petition to vacate this plat.

The notice of this Public Hearing was published in the Seward County Independent, letters were mailed to owners within 300 feet, and the subject land was posted.

### **APPROXIMATE LAND AREA:**

65.78 acres or 2,865,376.8 square feet +/-

### **LEGAL DESCRIPTION:**

LOTS 1 THROUGH 27 INCLUSIVE AND LOTS 29 THROUGH 44 INCLUSIVE, ALL IN SUMARAN ESTATES, AS PLATTED IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 10 NORTH, RANGE 3 EAST OF THE SIXTH P.M., SEWARD COUNTY NEBRASKA, INCLUDING "A" ROAD, "B" ROAD, "C" ROAD, "D" ROAD, AND SUMARAN ROAD LOCATED IN THE SUBDIVISION OF SUMARAN ESTATES. (PIDS 800003136, 800003152, 800003128)

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director

ORDINANCE NO. 2022-22

AN ORDINANCE TO VACATE A PORTION OF SUMARAN ESTATES SUBDIVISION PLAT, LOCATED IN THE N1/2 OF THE SW1/4 OF SECTION 4, TOWNSHIP 10 NORTH, RANGE 3 EAST OF THE 6<sup>TH</sup> P.M. SEWARD COUNTY, NEBRASKA AS HEREINAFTER SET FORTH; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. **Plat and Dedication Vacated.** Sumaran Estates Subdivision, located in the area two miles adjacent to and beyond the corporate limits of the City of Seward, Nebraska was platted on July 9, 1973. The dedication of Lots 1 through 27 inclusive and Lots 29 through 44 inclusive, all in Sumaran Estates, as platted in the North Half of the Southwest Quarter of Section 4, Township 10 North, Range 3 east of the Sixth P.M., Seward County Nebraska, including "A" Road, "B" Road, "C" Road, "D" Road, and Sumaran Road located in the subdivision of Sumaran is hereby vacated.

Section 2. **Petition of Owner.** The vacation of said portion of Sumaran Estates is granted upon the petition of the owner, Kelby D. Pflughaupt and Vicki L. Pflughaupt, husband and wife, and said vacation is deemed to be advantageous and in the best interest of the municipality.

Section 3. **Streets and Public Grounds.** All of the streets, alleys, and public grounds dedicated by said plat, if any, shall revert to the owner of the above-described real estate.

Section 4. **Filing and Recording of Ordinance.** A certified copy of this ordinance shall be filed in the office of the Register of Deeds, Seward, Nebraska. The Register of Deeds is directed to note the vacation of the above referenced portion of said plat by writing in plain and legible letters upon such plat language indicating that said portion of Sumaran Estate Subdivision is vacated and is further directed to make on the same reference to the volume and page in which said ordinance of vacation is recorded.

Section 5. Pamphlet form; publication; when operative. This Ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval and publication as provided by law and City Ordinance.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

THE CITY OF SEWARD, NEBRASKA

\_\_\_\_\_  
Joshua Eickmeier, Mayor

Attest:

\_\_\_\_\_  
Derek Bargmann  
City Clerk

(SEAL)

**ADMINISTRATIVE ITEMS**

1. Consideration of a Resolution to Revise Fees for Contractor Licensing - Building/Zoning & Code Enf Director Dworak

RESOLUTION NO. 2022-31

WHEREAS, the City Council of the City of Seward, Nebraska may by resolution establish a policy for "Application of Electricians Licensing and Renewals" and affix the amount of fees charged, and

WHEREAS, it is deemed advisable to establish and affix fees for such applications;

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

A. The amount of fees for Applications of Electricians Licensing and Renewals shall henceforth be and are hereby fixed as follows to be in full force and effect on and after November 16, 2022:

Owner/Master Electrician Fee: \$20.00  
Journeyman Electrician Fee: \$10.00  
Apprentice Electrician Fee: \$1.00

B. All previous resolutions in conflict with this resolution are hereby revoked.

The Mayor declared the resolution adopted.

Dated: November 15, 2022

THE CITY OF SEWARD, NEBRASKA

ATTEST:

\_\_\_\_\_  
Joshua Eickmeier, Mayor

\_\_\_\_\_  
Derek Bargmann  
City Clerk

(SEAL)

2. Consideration of a Commercial Ground Lease with Many Ventures Mining, LLC within the Seward Rail Campus- City Administrator Butcher

## GROUND LEASE

Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord the following described real estate under the following described terms:

**Landlord:** City of Seward, a Nebraska municipal corporation

**Address:** P.O. Box. 38; 537 Main Street, Seward, Nebraska 68434

**Tenant:** Many Ventures Mining LLC, a Nebraska limited liability company

**Address:** Lot 10, Administrative Replat of Outlot C, Seward Rail Campus PUD First Addition, Corrected Plat, City of Seward, Seward County Nebraska

1. **Term:** This term of this lease shall be for approximately five (5) years, commencing on November 1, 2022, and shall expire on October 31, 2027.
2. **Rent:** The total Base Rent under this Lease is One Thousand Dollars (\$1,000.00) per year. Tenant agrees to pay rent to Landlord or at any other place Landlord may designate in writing, in lawful money of the United States, on the first day of December each year.
3. **Payment of Taxes:** Tenant shall pay directly to the taxing authority, as and when the same become due and payable without penalty, the following (collectively, "Taxes"): (a) all real property taxes and assessments, and water and sewer charges (including expenses incident to the installation, repair or replacement of water meters), and all other governmental levies, impositions or charges, ordinary, extraordinary, foreseen or unforeseen, applicable to the Premises, assessed, levied or imposed upon all or any part of the Premises, whether or not the same constitutes one or more tax lots, imposed by any taxing authority, now or hereafter levied or assessed, which, with respect to any period during the Term, shall be or become due and payable and which: (i) shall be levied, assessed or imposed on or against the Premises or any interest of Tenant in the Premises or any improvements now or hereafter constructed thereon (including any taxes or assessments levied in lieu of the foregoing due to a change, after the date hereof, in the method of taxation prevailing at the date hereof); or (ii) shall be or become liens on or against the Premises or any interest of Tenant in the Premises or under this Lease; or (iii) shall be levied, assessed or imposed on or against Landlord or Tenant by reason of any actual or asserted engagement by Landlord or Tenant, directly or indirectly, in any business, occupation or other activity in connection with the Premises; (b) any charges for fire alarm service, sprinkler supervisory service, gas, electricity, steam or other public utilities or similar services furnished to the Premises or the Improvements during the Term to the extent that such charges, if unpaid, would result in a lien against the Premises; and (c) all taxes and assessments that may, during the Term, be levied or assessed against any personal property located at the Premises and either owned by Tenant or used by Tenant in connection with the operation of the Premises or the Improvements, to the extent that such taxes and assessments, if unpaid, would result in a lien against the Premises.

4. **Utilities:**

A. Tenant shall pay, or cause to be paid, all charges for gas, electricity, light, heat, water, sewerage, steam, air-conditioning, telephone, protective and other communication services, and for all other public or private utility services which shall be used, rendered or supplied to or in connection with the Premises. Tenant shall repair and maintain any systems and equipment used in connection therewith and shall comply with any applicable local, state or federal laws. Tenant shall have the right at any time and from time to time in its sole discretion to replace or eliminate any utility services and/or any systems or equipment used in connection therewith.

B. Landlord shall have no obligation to provide any maintenance of the Premises or make any repairs therein or thereto. Unless due to Landlord's willful acts of commission, Landlord shall not be liable for: (i) any failure, interruption or curtailment of services or utilities or for injury or damage to persons or property in connection with the provision of such services or utilities, from any cause whatsoever (including, without limitation, acts of God); or (ii) any interference by any party (other than Landlord) with light or other incorporeal hereditament, and no such failure, interruption, curtailment or interference shall constitute an actual or constructive eviction or entitle Tenant to an abatement of or offset against rent.

5. **Late Charge:** If the Tenant fails to pay the Base Rent together with any other amounts required to be paid by Tenant under this Lease, on or before the fifth (5<sup>th</sup>) day after such payments are due, Tenant agrees to pay Landlord a late charge of ten (10%) percent of all amounts required to be paid.

6. **Provisions:**

A. As long as the rent herein is paid and the obligations of the Tenant herein followed, Landlord shall give Tenant peaceful possession of the premises through the term.

B. Tenant shall, at its sole cost and expense, throughout the Term take good care of the Premises and keep the Premises in good and safe order and condition and shall comply with any requirements relating to repair and maintenance of the Premises. Premise shall be returned to state and condition it was found in upon commencement of this lease upon termination of the agreement.

C. Unless otherwise noted in an attachment hereto, Tenant shall maintain all personal property leased herewith.

D. Tenant shall not assign this lease or sublet the premises without the written consent of the Landlord.

7. **Insurance:** Tenant shall, at its sole cost and expense, keep the improvements on the property insured against loss or damage by fire and shall provide insurance coverage for any

insurable risk of Tenant including but not limited to maintenance of a general commercial liability insurance policy.

8. **Holding Over:** Upon expiration of the initial term hereof, this lease shall automatically be renewed for a further period of one year, and thereafter for succeeding and consecutive one-year periods until either party gives written notice to the other that the lease will terminate at the end of the current one-year period. Notice of termination shall be given one (1) year in advance from the beginning of any new term.

9. **Entry:** Landlord or its agents may enter the premises, upon twenty-four (24) hours notice, at any and all reasonable times to inspect the property.

10. **General Terms:**

A. The individuals signing below warrant and represent that they have good and lawful authority to enter this lease on behalf of the Landlord and the Tenant.

B. Any sale or transfer of title to the real estate shall be subject to the terms and provisions of this lease.

C. This agreement shall extend to and be binding upon the parties hereto, their heirs, devisees, personal representatives, and assigns.

D. The parties expressly acknowledge and agree that the entering into of this lease in no way constitutes a partnership between the Landlord and the Tenant.

E. The lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

F. This lease supersedes all previous agreements between the Landlord and the Tenant relating to its subject matter. There are no other understandings or agreements between them.

IN WITNESS WHEREOF, the parties have hereunto signed their names this \_\_\_\_\_ day of November, 2022.

**LANDLORD:**

\_\_\_\_\_  
JOSHUA EICKMEIER, Mayor, City of Seward

**TENANT:**

\_\_\_\_\_  
BENJAMIN BENSON, Managing Member  
Many Ventures Mining LLC

3. Authorization to Execute an Amendment to the Professional Engineering Services Agreement with The Schemmer Associates Inc. for Preliminary and Final Design of Storm Sewer Improvements for Park Avenue (6th-8th Streets) and Bradford Street (5th-10th Streets) - City Engineer Oneby

This is **EXHIBIT A Part 3**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 10-\_\_-22.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

**1. Background Data**

- a. Effective Date of Owner-Engineer Agreement: 3/15/22
- b. Owner: City of Seward Nebraska
- c. Engineer: The Schemmer Associates, Inc.
- d. Project: PARK AVENUE – 6th TO 8th STREET  
AND  
BRADFORD STREET – 5th TO 10th STREET  
STORM SEWER IMPROVEMENTS

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

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

**3. Description of Modifications**

Attachment 1, "Modifications"

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

OWNER:

City of Seward

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

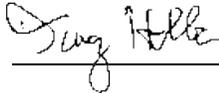
ENGINEER:

The Schemmer Associates, Inc.

By: Doug Holle

Title: Principal-in-charge

Date Signed: 11/9/2022

Signed:  \_\_\_\_\_

## **Modifications**

1. Engineer shall perform the following Additional Services:

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

### **A. GENERAL**

Due to funding availability and coordination with the NDOT Highway 15 project schedule, the original project has been divided into four separate sets of plans to allow for bidding the projects at separate times. The separation of plan sets and extended construction timeline was not anticipated in the original contract. In addition, the storm sewer analysis along Park Avenue resulted in the need to design a box culvert and special manholes structures. This was excluded in the original contract. This amendment assumes 8<sup>th</sup> Street will be reconstructed with concrete pavement.

### **B. PROJECT MANAGEMENT**

The original schedule assumed the project would be completed in December 2022. It is now anticipated the project will extend through December 2023 with the additional plan development and bidding. Therefore, 12 months of additional project management is included in this amendment.

### **C. DESIGN SERVICES**

At the request of the City of Seward, four separate project sets are being prepared resulting in additional plan development effort. The original scope assumed two plan sets. The four plan sets include:

- Park Avenue, 8<sup>th</sup> to 6<sup>th</sup> Street (Construction 2023)
- Bradford Street, 10<sup>th</sup> to 6<sup>th</sup> Street (Construction 2023)
- 8<sup>th</sup> Street, Park Avenue to Hillcrest Drive (Construction 2026)
- Bradford Street/Roberts Street, 6<sup>th</sup> to 5<sup>th</sup> Street (Construction 2025)

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

- Two additional plan sets
- Two additional sets of special provisions
- Two additional sets of bidding documents and letting assistance
- Two additional rounds of cost estimates

Other services that are considered additional effort and weren't anticipated in the original contract are as follows:

- Due to the limitations of storm sewer depth along 8<sup>th</sup> Street, the storm sewer design was significantly more complicated than anticipated in the original estimated design effort. Three trunk sewers are proposed versus a single trunk sewer. In addition, the roadway grade required a grade raise and existing utilities required modeling and depth verification.
- Structural design is required for a box culvert along Park Avenue between 8<sup>th</sup> and 7<sup>th</sup> Streets along with special storm sewer junction boxes to accommodate the storm sewer design.
- Up to four additional meetings are anticipated to be required in 2023.
- Additional coordination with NDOT's Highway 15 project is anticipated to be required in 2023.

- The development of right-of-way plans and legal descriptions along Park Avenue is required for to obtain temporary easements from the adjacent properties.

2. The responsibilities of Owner are modified as follows:

NA

3. For the additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

- The total estimated compensation under Item A-3 of Paragraph of C2.01 (Exhibit C) of the original agreement is amended to \$170,554.87 (original contract fee) + \$99,816.71 (Amendment #1 design fee) = \$270,371.58. The additional hour/fee estimate is shown below:

EXHIBIT B: Hour Estimate Form													
Amendment #1													
PARK AVENUE – 6th TO 8th STREET													
AND BRADFORD STREET – 5th TO 10th STREET													
STORM SEWER IMPROVEMENTS													
City of Seward													
ITEM NO.	TASK DESCRIPTION	PRIN	PROJ MGR	SEN PROJ ENGR	REG DESIGN ENGR	ENGR/ SEN TECH	ENGR TECH	SEN REG SURVEYOR	PARTY CHIEF SURVEYOR	ASSOC SURVEYOR	GRAPHIC DESIGNER	ADMIN ASST	TOTAL PER TASK
<b>I. Project Administration</b>													
I.a	Project Management		48										48
I.b	Progress Meetings with City Staff		16		24								40
I.d	Team Coordination Meetings		6		6		6						18
<b>II. Topographic Field Survey</b>													
II.a	Topographic Field Survey												0
II.b	Boundary Survey												0
II.c	Storm Sewer Inverts												0
II.d	Courthouse												0
<b>V. Preliminary Design</b>													
V.a	Site Inspection		4		6								10
V.b	Data Collection												0
V.c	Construction Phasing		2		10		8						20
V.d	Utility Coordination		2		10		4						16
V.e	NDOT Coordination		8		8								16
V.f	Hydrologic and Hydraulic Design		2		24		8						34
V.g	Drainage Plan and Profiles				12		24						36
V.h	Quantities/Opinion of Probable Construction Cost		2		10		8						20
V.i	Plan-in-Hand		10		16								26
V.j	Quality Assurance/Quality Control		8										8
V.k	Roadway Plan and Profiles												0
V.l	Typical Sections												0
<b>VIII. Final Design</b>													
VIII.a	Construction and Removal Plans		2		10		30						42
VIII.b	Drainage Plan and Profile Sheets		1		5		15						21
VIII.c	Erosion Control Plans		1		6		6						13
VIII.d	Construction Phasing Sheets				4		8						12
VIII.e	Miscellaneous Details		1		4		6						11
VIII.f	Quantities/Opinion of Probable Cost		2		4		6						12
VIII.g	Utility Coordination		1		4		4						9
VIII.h	Quality Assurance/Quality Control		8										8
VIII.i	Special Provisions		16		24								40
VIII.j	Permitting		2		12		8						22
VIII.k	Bid-Phase Services		12		24		16						52
V.I	Right-of-way		2		4		24						30
VIII.m	Structural Design and plan development		22		36		90						148
<b>TOTALS</b>		0	178	0	263	0	271	0	0	0	0	0	712

**PARK AVENUE – 6th TO 8th STREET  
AND BRADFORD STREET – 5th TO 10th STREET  
STORM SEWER IMPROVEMENTS**

City of Seward

Amendment #1

EXHIBIT B: FEE SUMMARY SCHEDULE

Direct Salary Costs				
PROJECT TASK & PERSONNEL CLASSIFICATION	ESTIMATED HOURS	2022 RATE	ESTIMATED LABOR CHARGE	TASK COST
<b>I. Project Administration</b>				\$19,360.00
PRINCIPAL	0	\$240.00	\$0.00	
PROJECT MANAGER	70	\$205.00	\$14,350.00	
SENIOR PROJECT ENGINEER	0	\$175.00	\$0.00	
REGISTERED DESIGN ENGINEER	30	\$150.00	\$4,500.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$150.00	\$0.00	
ENGINEERING TECHNICIAN	6	\$85.00	\$510.00	
REGISTERED SURVEYOR	0	\$135.00	\$0.00	
PARTY CHIEF SURVEYOR	0	\$100.00	\$0.00	
ASSOCIATE SURVEYOR	0	\$75.00	\$0.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$0.00	\$0.00	
<b>II. Topographic Field Survey</b>				\$0.00
PRINCIPAL	0	\$240.00	\$0.00	
PROJECT MANAGER	0	\$205.00	\$0.00	
SENIOR PROJECT ENGINEER	0	\$175.00	\$0.00	
REGISTERED DESIGN ENGINEER	0	\$150.00	\$0.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$150.00	\$0.00	
ENGINEERING TECHNICIAN	0	\$85.00	\$0.00	
REGISTERED SURVEYOR	0	\$135.00	\$0.00	
PARTY CHIEF SURVEYOR	0	\$100.00	\$0.00	
ASSOCIATE SURVEYOR	0	\$75.00	\$0.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$0.00	\$0.00	
<b>V. Preliminary Design</b>				\$26,610.00
PRINCIPAL	0	\$240.00	\$0.00	
PROJECT MANAGER	38	\$205.00	\$7,790.00	
SENIOR PROJECT ENGINEER	0	\$175.00	\$0.00	
REGISTERED DESIGN ENGINEER	96	\$150.00	\$14,400.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$150.00	\$0.00	
ENGINEERING TECHNICIAN	52	\$85.00	\$4,420.00	
REGISTERED SURVEYOR	0	\$135.00	\$0.00	
PARTY CHIEF SURVEYOR	0	\$100.00	\$0.00	
ASSOCIATE SURVEYOR	0	\$75.00	\$0.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$0.00	\$0.00	
<b>VIII. Final Design</b>				\$53,005.00
PRINCIPAL	0	\$240.00	\$0.00	
PROJECT MANAGER	70	\$205.00	\$14,350.00	
SENIOR PROJECT ENGINEER	0	\$175.00	\$0.00	
REGISTERED DESIGN ENGINEER	137	\$150.00	\$20,550.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$150.00	\$0.00	
ENGINEERING TECHNICIAN	213	\$85.00	\$18,105.00	
REGISTERED SURVEYOR	0	\$135.00	\$0.00	
PARTY CHIEF SURVEYOR	0	\$100.00	\$0.00	
ASSOCIATE SURVEYOR	0	\$75.00	\$0.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$0.00	\$0.00	
<b>Subtotal Labor Costs</b>	712		\$98,975.00	
<b>DIRECT NON-SALARY COSTS:</b>				
	No.	Rate (\$)		
Printing	1	\$ 300.00	\$	300.00
Mileage	926	\$ 0.585	\$	541.71
Survey Mileage		\$ 0.585	\$	-
Geotech (Field Drilling Subcontractor)		\$ 925.00	\$	-
Geotech (Lab Reimbursable)		\$ 210.00	\$	-
Title Searches		\$ 200.00	\$	-
Lodging		\$ 70.00	\$	-
Per Diem		\$ 39.00	\$	-
Public Meeting		\$ 500.00	\$	-
Storm Sewer Video Inspection		\$ -	\$	-
Wetland Delineation		\$ -	\$	-
<b>Sub-Total Direct Non-Salary Costs</b>			\$	841.71
<b>TOTAL ESTIMATED FEE</b>			\$	99,816.71

4. The schedule for rendering services is modified as follows:

The 8<sup>th</sup> Street project and Roberts Street/Bradford Street project will have 90% plans ready by November 2023. City funding will determine when the projects gets bid.

5. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

NA



Design with Purpose. Build with Confidence.

October 28, 2022

Invoice No: 08586.001 - 5

Michael Oneby  
City of Seward Nebraska  
537 Main Street  
Seward, NE 68434

Project 08586.001 City of Seward - Park Ave / Bradford St. Storm Drainage Improvements

**Professional Services July 30, 2022 through September 30, 2022**

**Professional Personnel**

	Hours	Rate	Amount	
Senior Project Manager II	25.50	205.00	5,227.50	
Registered Engineer	52.50	135.00	7,087.50	
Registered Engineer II	125.00	150.00	18,750.00	
Design Technician	169.50	85.00	14,407.50	
Totals	372.50		45,472.50	
<b>Total Labor</b>				<b>45,472.50</b>

Billing Limits	Current	Prior	To-Date	
Labor	45,472.50	81,731.25	127,203.75	
Limit			166,830.00	
Expenses	0.00	374.40	374.40	
Limit			3,724.87	
Total Billings	45,472.50	82,105.65	127,578.15	
Limit			170,554.87	
Remaining			42,976.72	
		<b>Total this Invoice</b>		<b>\$45,472.50</b>

ok to pay   
Michael Oneby

Code to: 522.52 Street CIP

Project: Park Avenue / Bradford St. PHONE 402.493.4800  
FAX 402.493.7951  
1044 North 115th Street, Suite 300  
Omaha, Nebraska 68154-4436



*Design with Purpose. Build with Confidence.*

October 17, 2022

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

RE: Progress Report – Invoice 08586.001  
City of Seward - Park Ave / Bradford St. Storm Drainage  
Improvements

Dear Mike:

This invoice covers work on this project for August and September 2022.

During this period, we accomplished the following tasks:

- Continued the hydraulic analysis of the Bradford Street storm sewer system
- Updated the storm sewer alignment along Roberts Street based on comments from the plan-in-hand
- Submitted 30% plans to NDOT for coordinating the highway design
- Began to split up the projects into four project (Park Avenue, Bradford Street west of Hwy 15, Bradford/Roberts Street east of Hwy 15, 8<sup>th</sup> Street)
- Prepared the construction and removal plans for Park Avenue and Bradford Street
- Prepared the geometric sheets for Park Avenue and Bradford Street
- Developed the roadway design model for Park Avenue
- Developed the joints and grades sheets for Park Avenue
- Updated the roadway plan and profile sheets for Park Avenue
- Reviewed NDOT Highway 15 plans to confirm consistency with the city's storm sewer design

Effort anticipated for October 2022:

- Finalize and submit a 90% plan set for Park Avenue and Bradford Street to the City for review
- Update the cost estimates
- Meet with a contractor to discuss the constructability of portions of the Park Avenue project
- Begin to prepare the front-end documents for bidding purposes
- Develop a contract amendment and submit to the City for review/approval

Please let me know if you have any questions regarding the attached invoice.

Sincerely,



*Design with Purpose. Build with Confidence.*

**Doug Holle, P.E.**  
Project Manager

PHONE 402.493.4800  
FAX 402.493.7951

1044 North 115th Street, Suite 300  
Omaha, Nebraska 68154-4436

SCHEMMER.COM

4. Authorization to Enter Into An On-Call Master Services Agreement with HDR Engineering, Inc. for Environmental Services Related to the Plum Creek Bridge Replacement Project - City Engineer Oneby

Task Order Agreement No.	BK2267
Master Agreement No.	VK2208
Effective (NTP) Date	
Task Order Amount	CPFF \$18,165.54

## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT LPA PROJECTS

CITY OF SEWARD, NEBRASKA  
HDR ENGINEERING, INC.  
PROJECT NO. BRO-7080(56)  
CONTROL NO. 13524  
SEWARD EAST  
ENVIRONMENTAL SERVICES

**THIS AGREEMENT** is between the City of Seward, Nebraska ("LPA") and HDR Engineering, Inc. ("Consultant"), and collectively referred to as the "Parties".

**WHEREAS**, Consultant entered into an On-Call Professional Services Master Agreement, No. VK2208 ("Master Agreement"), with the Nebraska Department of Transportation ("State"), wherein Consultant agreed to provide Environmental Services for future Federal-aid transportation projects when selected by LPA or State, and

**WHEREAS**, LPA desires that this project be developed and constructed under the designation of Project No. BRO-7080(56) and formally authorizes the signing of this Agreement by the Mayor, as evidenced by the Resolution of LPA dated \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as Exhibit "D" and incorporated herein by this reference, and

**WHEREAS**, LPA, or State on LPA's behalf, selected Consultant to provide Environmental Services ("Services") for the project Consultant has been selected, and

**WHEREAS**, the Parties wish to enter into a task order agreement ("Task Order"), to provide for the completion of the Services for the project for which Consultant has been selected, and to specify the duties and obligations for the Parties for the Services described herein, and

**WHEREAS**, solely for convenience, consistency, and in an attempt to obtain federal funding for Consultant services, the Parties intend that this task order agreement ("Task Order") include some of the provisions of the Master Agreement between Consultant and State, and

**WHEREAS**, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

**WHEREAS**, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>, and

**WHEREAS**, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

**WHEREAS**, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

**WHEREAS**, Consultant's primary contact for State's project is State's Project Coordinator.

**WHEREAS**, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

**NOW THEREFORE**, in consideration of these facts, Consultant and LPA agree as follows:

**SECTION 1. CONTACT INFORMATION**

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project Manager

Firm Name	HDR Engineering, Inc.
Consultant/Vendor Number	6155
Address	1917 S 67 <sup>th</sup> St, Omaha NE 68106
Project Manager's Name	Lisa Richardson
Project Manager's Phone	402-926-7026

1.2 State Project Coordinator

Name	Paul Kieper
Phone Number	402-479-3944

1.3 LPA RC

Name	Michael Oneby
Phone Number	402-643-2928

1.4 State Agreements Specialist

Name	Nicole Taylor
Phone Number	402-479-3859

**SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES**

- 2.1 LPA, or State on LPA's behalf, will issue Consultant a written Notice to Proceed upon 1) complete execution of this Agreement, 2) State's determination on LPA's behalf, that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Agreement is acceptable for federal funding eligibility.  
Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid by State on LPA's behalf.
- 2.2 In the event that prior to the Effective Date of this Task Order, LPA, State on LPA's behalf, issue Consultant a Notice to Proceed and Consultant began work, State, on LPA's behalf, will pay for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of this Task Order.
- 2.3 Consultant shall complete all the Services required under this Task Order in a satisfactory manner by October 31, 2023. Costs incurred by Consultant after the completion date will not be eligible for reimbursement unless LPA, or State on LPA's behalf, has provided a written extension of time. Extensions of the time to complete the services must not be construed as an extension to the duration of this Task Order.
- 2.4 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays not attributable to Consultant, such as delays attributed to LPA or State, may, upon request, constitute a basis for an extension of time.

**SECTION 3. DURATION OF THIS TASK ORDER (Matches Project Lifespan)**

- 3.1 Effective Date -- This Task Order is effective when executed by the Parties.
- 3.2 Expiration Date -- This Task Order expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.
- 3.3 Duration of this Task Order -- This Task Order duration is from the Effective Date to the Expiration Date. This Task Order duration is "specified" under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.
- 3.4 Identifying Date -- This Task Order may be identified by the date LPA signed this Task Order.
- 3.5 Termination or Suspension -- LPA, or State on LPA's behalf, reserves the right to terminate or suspend this Task Order at any time for any of the reasons provided herein.

**SECTION 4. TASK ORDER SCOPE OF SERVICES**

- 4.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide Environmental Services for Project BRO-7080(56), Seward East, in Seward County, Nebraska. The Scope of Services ("Services") is outlined in Exhibit "A", attached and incorporated herein by this reference.
- 4.2 Exhibits "A" and "B" are the result of the following process:
  - 4.2.1 Consultant was provided with a document describing the detailed proposed Scope of Services for this project.
  - 4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document.
  - 4.2.3 Consultant participated in a review of the proposed Scope of Services, and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, as shown in Exhibit "A" and Exhibit "B", attached and incorporated herein by this reference.
- 4.3 LPA, or State on LPA's behalf, reserves the unconditional right to add to, subtract from, or alter the Scope of Services at any time and such action on its part will in no event be deemed a breach of this Agreement. The addition, subtraction, or alteration will become effective seven (7) days after mailing written notice of such addition, subtraction, or alteration.
- 4.4 Any change in the Services will follow the process specified in the *Out-of-Scope Services* section in Exhibit "C", attached and incorporated herein by this reference.
- 4.5 Upon receiving a written notice to proceed from LPA, or State on LPA's behalf, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.

**SECTION 5. STAFFING PLAN (For PE Services, TO)**

- 5.1 Consultant has provided LPA and State with a Staffing Plan or Staffing Plans, described in Exhibit "B", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant and, when applicable, subconsultants who are anticipated to provide services under this Task Order. Consultant understands that LPA and State are relying on key personnel from the Staffing Plan to be primarily responsible

for completing the Services under this Task Order. LPA and State consider the principals, senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. Consultant and, when applicable subconsultants, may make occasional temporary changes to the key personnel. However, any permanent change to Consultant's or subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.

- 5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant or subconsultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as set out on Exhibit "C" attached and incorporated herein by this reference.

**SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS (Task Order)**

- 6.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- 6.2 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby attests to the truth of the following certifications, and agrees as follows:
- Neb. Rev. Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.
- 6.3 If Consultant is an individual or sole proprietorship, the following applies:
- a. Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Nebraska Department of Transportation's website at <http://dot.nebraska.gov/media/2802/dr289.pdf>.
  - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  - c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**SECTION 7. FEES AND PAYMENTS**

- 7.1 Consultant's fee proposal is attached as Exhibit "B" and incorporated herein by this reference.
- 7.2 The maximum payment amounts and general provisions concerning payment under this Task Order are set out on Exhibit "C".

**SECTION 8. SUSPENSION OR TERMINATION** (Unique)

8.1 Suspension or Termination

LPA, or State on LPA's behalf, has the absolute and exclusive right to suspend the work, or terminate this Task Order at any time and for any reason and such action on its part will in no event be deemed a breach of this Task Order by LPA, or State on LPA's behalf. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which this Task Order may be suspended or terminated:

- a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely, or impossible to have sufficient funding for the Services or the project
- b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason
- c. Funding priorities of LPA, or State on LPA's behalf, have changed
- d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf
- g. Consultant has not made sufficient progress to assure that the Services are completed in accordance with the schedule in attached Exhibit "A" or in a timely manner
- h. Consultant fails to meet the standard of care applicable to the Services
- i. Consultant fails to meet the performance requirements of this Task Order
- j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications.

8.2 Suspension

- a. Suspension for Convenience. LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current

status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.

- b. Suspension for Cause. If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

### 8.3 Termination

If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

### 8.4 Compensation upon suspension or termination

If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, Consultant must be compensated in accordance with the provisions set out in Exhibit "C", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "C".

## **SECTION 9. SECTIONS INCORPORATED BY REFERENCE**

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, the LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of Master Agreement (VK2208) between State and Consultant, dated March 28, 2022 for Environmental Services for LPA projects, with one recurring change:

The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the State is not a party to this Task Order and shall have no obligations or duties under this Task Order.

**SECTION 10. CONSULTANT CERTIFICATIONS**

10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief, the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

“LPA, or State on LPA’s behalf” should be substituted in for any reference in that section of the Master Agreement to “State” unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional services agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

**SECTION 11. LPA CERTIFICATION**

11.1 By signing this Task Order, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

11.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

**SECTION 12. ENTIRE AGREEMENT**

The Master Agreement, all supplements thereto, and this Task Order constitute the entire agreement ("The Task Order ") between the Parties. The Task Order supersedes previous communications, representations, or other understandings, either oral or written; and all terms and conditions of the Master Agreement and supplements thereto remain in full force and effect and are incorporated herein.



## EXHIBIT "A"

**Scope of Services  
For  
Scoping NEPA Services  
Project Name: Seward East  
Project No. BRO-7080(56)  
CN: 13524**

### Description of Services

This scope of services (SOS) is for-developing a scope of services for reviewing the impact the construction project will have on the environment.

### NDOT to provide:

The LPA and the Nebraska Department of Transportation (NDOT) will provide all available documentation or information needed to develop the SOS as requested by the NEPA Consultant.

- Instructions and guidance on the level of detail expected in preparing the "Local Public Agency (LPA) Project Programming Request, NDOT Form 530".
- A "Local Public Agency (LPA) Project Programming Request, NDOT Form 530".
- The approved Probable Class of NEPA Action, NDOT Form 53.
- A draft copy of the Scope of Services for NEPA (Word doc).
- A draft copy of the Scope of Services, Workbook for NEPA (Excel file).
- A copy of the PCM 0 document

The NEPA Consultant will work with the Preliminary Engineering (PE) Consultant to develop the "Purpose and Need", "Project Description", and "Project Details" for the Local Public Agency (LPA) project using the following guidance material.

- LPA Purpose and Need Statement Template
- LPA Project Details Template
- LPA Project Description Template
- LPA Project Details Definitions

The Purpose and Need for the project developed by the NEPA Consultant will be used to complete the Local Public Agency (LPA) Project Programming Request, NDOT Form 530. The NEPA Consultant will work with the PE Consultant in completing the NDOT Form 530.

Using the current version of the Scope of Services and Workbook for National Environmental Policy Act (NEPA) services the NEPA Consultant will develop a site-specific scope of services (SOS). The SOS will address the study and documentation needs detailed in the approved Probable Class of NEPA Action NDOT Form 53. The goal of developing a project specific SOS

is to address the items identified in the Probable Class of NEPA Action document is to ensure compliance with the National Environmental Policy Act.

Development of the SOS for NEPA services is a phased process starting with the site visit. After the site visit the NEPA Consultant will work with the PE Consultant in preparing the PCM 0 form as well as the NDOT Form 530 for review and approval by NDOT. After approval of the NDOT Form 530, NDOT Staff will prepare the Probable Class of NEPA Action NDOT Form 53. The NEPA Consultant will develop the SOS and fee proposal based on the Probable Class of NEPA Action, NDOT Form 53 prepared and approved by NDOT.

**Schedule:**

Notice to Proceed (NTP) with developing scope of NEPA services.

Attend Site Visit.

Submit LPA, Project Programming Request Form 530 to NDOT for approval.

NDOT Approves Project Programming Request Form 530

PE Consultant prepares SOS and Workbook upon receipt of approved NDOT Form 530.

NTP with PE services

NDOT Approves Probable Class of NEPA Action NDOT Form 53

NEPA Consultant prepares SOS and Workbook upon receipt of approved NDOT Form 53.

NTP with NEPA services

The NDOT Project Coordinator (PC)/Responsible Charge (RC) will schedule a site visit with the Design and National Environmental Policy Act (NEPA) Consultant along with a representative from the following to identify site conditions which may need to be addressed during the design and the NEPA phase of the project:

NDOT, LPA, Unit Head.

NDOT, LPA, PC/RC.

NDOT, LPA, Right of Way Coordinator.

NDOT, Bridge Division Representative.

NDOT, Environmental Coordinator

NDOT, Section 106 Cultural Resource Coordinator

NDOT District, Environmental Superteam Member

NDOT District, Design Superteam Member

LPA, Project Liaison (PL)

PE, Consultant

NEPA, Consultant

Representatives from known utilities, Public and Private.

The work effort to develop the NEPA scope of services is limited to ( ) hours plus ( ) hours on site per individual with a limit of ( ) individuals from the consultants team to attend the site visit, plus the round trip travel time and reimbursement for mileage for the site visit.

**Task:**

**Development of Scope of Services for NEPA**

- Project Management (a 3 month schedule is assumed).
- Work with the PE consultant to develop the Project Description, Project Details and Project Purpose and Need.
- Develop the Scope of services and corresponding workbook for NEPA
- Work with the PE Consultant in developing a schedule of professional services from Notice to Proceed to PS&E turn in of the project
- Attend PCM 0 and prepare preliminary environmental constraints map.
- Prepare for and attend a Pre-application meeting with USACE to discuss project permitting and mitigation requirements. An early discussion with USACE is required to determine if mitigation design will be required in the NEPA Scope of Services.

**Site Visit**

Attend a site visit

Travel

**Special instructions:**

Initially tasks in the scope of services (Word document) which do not apply to this project are to be stricken through and later deleted after review and concurrence by the PC/RC the tasks do not apply. Task in the workbook (Excel file) that do not apply to this project will not show any hours and will later be hidden after the review and concurrence by the PC/RC are not applicable. Task are to be hidden rather than to be deleted as to not corrupt the Excel file.

For purposes of this agreement and limited to the scope of work described herein the Consultant will be performing the duties of the Responsible Charge.

SOS for NEPA Scoping Phase

Consultant Estimate of Hours

Project Name: Seward East  
 Project Number: BRO-7080(56)  
 Control Number: 13524  
 Location (City, County): Seward, Nebraska  
 Firm Name: HDR  
 Consultant Project Manager: Lisa Richardson  
 Phone/Email: 402.926.7026; lisa.richardson@hdrinc.com  
 County Project Liaison: Michael Oneby  
 Phone/Email: 402.643.2928; michael.oneby@cityofsewardne.gov  
 NDOR RC: Paul Kieper  
 Phone/Email:  
 Date: September 26, 2022

TASKS	PERSONNEL CLASSIFICATIONS**												Total
	PR	RLS	ENV	PM	SENG	ENG	SDES	ADM	SPC	SUR	STRE		
<b>Development of Scope of Services for NEPA</b>			34	44				5					83
1 Project Management				8				5					13
2 Prepare Project Description, Project Details & Purpose & Need			18	12									30
3 Scope of services and corresponding workbook for NEPA				8									8
4 Develop a schedule				4									4
5 PCM 0				8	4								12
6 Pre-Application Meeting with USACE				8	8								16
<b>Site Visit</b>			8	8									16
1 Site visit				4	4								8
2 Travel				4	4								8
<b>Total Hours</b>			42	52				5					99
<b>Total Days (8 hrs)</b>			5.3	6.5				0.6					12.4

CLASSIFICATIONS\*:  
 PR = Principal  
 RLS = Registered Land Surveyor  
 ENV = Environmental Scientist  
 ADM = Administrative  
 PM = Project Manager  
 ENG = Engineer  
 SDES = Senior Designer/Technician  
 SENG = Senior Engineer  
 SPC = Survey Party Chief  
 SUR = Surveyor I  
 STRE = Structural Engineer

\* For Project Manager, use one of the technical classifications  
 \*\* For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the





# SOS for PE NEPA for BRO

## Direct Expenses

**Project Name:** Seward East  
**Project Number:** BRO-7080(56)  
**Control Number:** 13524  
**Location (City, County):** Seward, Nebraska  
**Firm Name:** HDR  
**Consultant Project Manager:** Lisa Richardson  
**Phone/Email:** 402.926.7026; lisa.richardson@hdrinc.com  
**County Project Liaison:** Michael Oneby  
**Phone/Email:** 402.643.2928; michael.oneby@cityofsewardne.gov  
**NDOR RC:** Paul Kieper  
**Phone/Email:**  
**Date:** 9/26/2022

Subconsultants:	Quantity	Unit Cost	Amount
<b>Subtotal</b>			

Printing and Reproduction:	Quantity	Unit Cost	Amount
		\$0.50	
<b>Subtotal</b>			

Mileage/Travel:	Quantity	Unit Cost	Amount
From Travel Calcs. Tab	344	\$0.625	\$215.00
<b>Subtotal</b>			\$215.00

Lodging/Meals:	Quantity	Unit Cost	Amount
<b>Subtotal</b>			

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Misc. Survey costs			
<b>Subtotal</b>			
<b>TOTAL DIRECT EXPENSES</b>			<b>\$215.00</b>

Per Diem Rates: <http://www.gsa.gov/portal/category/104711>  
 Mileage Rates: <http://www.gsa.gov/portal/category/104715>

2011 Standard Rates*	
Type	Rate
Black and White Copies	Actual reasonable cost
Color Copies	Actual reasonable cost
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost
Equipment	Actual reasonable cost
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above
Automobile Rental	Actual reasonable cost
Air fare	Actual reasonable cost, giving the State all discounts
	<b>Statewide    Omaha/Douglas County</b>
	Breakfast
	Lunch
	Dinner
	Incidentals
	Totals

\* A full list of rates can be found at the following website: [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem)

# SOS for PE NEPA for BRO

## Project Cost

**Project Name:** Seward East  
**Project Number:** BRO-7080(56)  
**Control Number:** 13524  
**Location (City, County):** Seward, Nebraska  
**Firm Name:** HDR  
**Consultant Project Manager:** Lisa Richardson  
**Phone/Email:** 402.926.7026; lisa.richardson@hdrinc.com  
**LPA Responsible Charge:** Michael Oneby  
**Phone/Email:** 402.643.2928; michael.oneby@cityofsewardne.gov  
**NDOR Project Coordinator:** Paul Kieper  
**Phone/Email:**  
**Date:** September 26, 2022

Direct Labor Costs:	Hours	Rate	Amount
<b>Personnel Classification</b>			
Principal			
Registered Land Surveyor			
Environmental Scientist	42	\$40.51	\$1,701.42
Project Manager	52	\$83.70	\$4,352.40
Senior Engineer			
Engineer			
Senior Designer/Technician			
Administrative	5	\$50.80	\$254.00
Survey Party Chief			
Surveyor I			
Structural Engineer			
<b>TOTALS</b>	<b>99</b>		<b>\$6,307.82</b>

Direct Expenses:	Amount
Subconsultants	
Printing and Reproduction Costs	
Mileage/Travel	\$215.00
Lodging/ Meals	
Other Miscellaneous Costs	
<b>TOTALS</b>	<b>\$215.00</b>

Total Project Costs:	Amount
Direct Labor Costs	\$6,307.82
Overhead @ 154.88%	\$9,769.55
Total Labor Costs	\$16,077.37
Fixed Fee @ 11.60%	\$1,864.97
Facility Capital Cost of Money (FCCM) @ 0.13% (direct labor cost x FCCM%)	\$8.20
Direct Expenses	\$215.00
<b>PROJECT COST</b>	<b>\$18,165.54</b>



**1. PAYMENT METHOD**

Payments under this Agreement will be made based on a Cost-Plus-Fixed-Fee for Profit (CPFF) payment method. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS, plus a fixed fee for profit in accordance with Section 6. FIXED FEE FOR PROFIT.

**2. MAXIMUM AGREEMENT AMOUNTS**

The following are the maximum payment amounts established under this Agreement for each category of cost. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from LPA, or State on LPA's behalf. The "indirect costs and direct expenses" category may be adjusted to exceed the amount listed below; however, any adjustment will not increase the total agreement amount.

AMOUNT	CATEGORY
\$ 6,307.82	for actual direct labor costs
\$ 9,992.75	for indirect costs and direct expenses
<u>\$ 1,864.97</u>	for a fixed fee for profit
\$ 18,165.54	total agreement amount

**3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS**

Over-run: Consultant shall require all subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide an acceptable justification for the over-run and obtain LPA, or State on LPA's behalf, prior written approval before incurring any cost over-run expenses. If approved by LPA, or State on LPA's behalf, a supplemental agreement will be prepared to either shift funds from Consultant to its subconsultant(s) or increase the contract maximum. Contract increases will be considered when additional scope of services are required.

Under-run: If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant's fee to Consultant, justification must be provided to LPA and State. Shifting of funds may be approved by LPA, or State on LPA's behalf, with no increase to the fixed fee for profit unless additional scope of services is required by Consultant, and additional fee is necessary to complete the work under this Agreement.

**4. ALLOWABLE COSTS**

Allowable costs are direct labor costs, indirect costs, and direct non-labor costs as defined below which Consultant has incurred within 180 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

A. Direct Labor Costs are the costs Consultant pays its employees for the time they are working directly on the project and are calculated by multiplying the hourly rate of pay by the hours worked (in increments not less than one quarter hour).

1) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's regular hourly pay rate during regular (40) hours of work per pay week. If

overtime hours are worked on this project, State will only pay for employee's regular hourly pay rate. State will not pay the premium pay portion of the overtime hours. For salaried employees, the hourly earnings rate shall be the employee's actual hourly rate as recorded in the Consultant's accounting books of record, multiplied by the hours worked.

The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. Reference Staffing Plan Section of this Agreement regarding changes in personnel.

- 2) Time Reports: All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects, such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate and have appropriate supervisory approval.

B. Indirect Costs (Overhead and FCCM) are the indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with Federal Acquisition Regulations 48 CFR 31 (Contract Cost Principles and Procedures). Indirect costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable Indirect Cost Rates (ICR); or if the ICR is unknown or unavailable, Consultant will be allowed to use the most recent provisional ICR approved by State. Changes in the ICR that occur during the project period will not be cause for a change in the total agreement amount established in Section 2. MAXIMUM AGREEMENT AMOUNTS.

C. Direct Non-Labor Costs (Direct Expenses) are all necessary, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices, unless otherwise specified below. Direct non-labor costs include, but are not limited to, the following:

*Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf ; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.*

- 1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.
- 2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and LPA, or State on LPA's behalf. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, include only allowable costs, and have proper documentation before sending to State.

- 3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
- (a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation. Tips must be included in the total fare amount claimed on the travel log form. Tips for complimentary transportation are considered an incidental expense and cannot be claimed as a transportation-related expense.
  - (b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately-owned vehicle (POV), is limited to the lesser of:
    - (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or
    - (ii) The prevailing standard rate as established by the IRS.
- NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. State's Travel log form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- (c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give LPA and State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.
- 4) Meal and incidental (M&I) expenses will be reimbursed on a per diem basis, not to exceed the rates as shown below. The incidental expenses portion of the per diem rate includes, but is not limited to, courtesy transportation related tips, such as hotel, park and ride, or airport shuttles; and fees and tips to porters, hotel employees, baggage carriers, and flight attendants. No receipts are required for M&I expenses.
- (a) The State per diem rate for the destination of travel is 70% of the applicable Federal GSA per diem rate. The State per diem breakdown amounts for breakfast, lunch, dinner, and incidental expenses are 70% of the Federal GSA per diem breakdown amounts.
  - (b) The State per diem rate shall be reduced by the State meal breakdown amount(s) for any meal provided by others. Examples include:

- (i) Meals included in a conference or event fee
  - (ii) Meals provided by lodging facility
  - (iii) Meals purchased by 3rd Party
  - (iv) Meals charged directly to and paid for by the State
- (c) MULTI-DAY TRAVEL – Travel that includes at least one overnight stay.
- (i) M&I reimbursement on the first and last day of travel will be reduced to 75% of the State per diem rate.
  - (ii) Except for a meal provided by others (see paragraph 4)(b) above), all meals may be claimed on the first and last day of travel irrespective of the start and stop times for those days.
- (d) SAME DAY TRAVEL – Travel that does not include an overnight stay.
- (i) Employee shall not claim reimbursement for a meal that was purchased within 20 miles of the city or town of the employee's residence or primary work location.
  - (ii) M&I reimbursement for same day travel will be reduced to 75% of the State per diem breakdown amounts.
  - (iii) The following criteria must be met for Consultant and its employees to be eligible for the M&I reimbursement on same day travel.
    - (1) Breakfast - Employee leaves for same day travel at or before 6:30 a.m. or 1-1/2 hours before the employee's shift begins, whichever is earlier, the breakfast rate may be claimed.
    - (2) Lunch – No reimbursement is allowed.
    - (3) Dinner/Supper – Employee returns from same day travel or work location at or after 7:00 p.m., or 2 hours after the employee's shift ends, whichever is later, the evening meal rate may be claimed.
    - (4) Incidental Expenses – No reimbursement is allowed unless the employee is also approved for breakfast or dinner meal expenses.
    - (5) The time limitations set forth above do not include the time taken for the meal.
  - (iv) EXCEPTION to same-day travel meal reimbursement for Construction Engineering (CE) Services Agreements – For CE Services Agreements, Consultant will not be eligible for reimbursement for meals related to same-day travel.
- 5) EXTENDED STAY/LONG TERM TRAVEL
- No extended stay arrangements, such as apartments or weekly/monthly meal reimbursement rates, have been approved.

## 5. INELIGIBLE COSTS

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement, unless approved in writing by LPA, or State on LPA's behalf. **Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 180 days of the date incurred. Travel costs are deemed to have been incurred on the day the travel occurs. Subconsultant costs are deemed to have been incurred on the day the Subconsultant actually incurs the cost, not the day the subconsultant invoices the cost to the Consultant.**

**6. FIXED FEE FOR PROFIT**

- A. The fixed fee for profit amount payable to Consultant is identified in Section 2. MAXIMUM AGREEMENT AMOUNTS. For each invoicing period, the Consultant may invoice State a portion of the fixed fee for profit equal to the sum of the actual direct labor costs and overhead (Indirect Costs, excluding FCCM if applicable) for the period, multiplied by the profit rate of 11.60%. Upon completion of the services outlined in this Agreement, the Consultant may invoice State any remaining fixed fee for profit not previously invoiced. If all of the services under this Agreement are not completed for any reason, LPA, or State on LPA's behalf may decrease the amount of fixed fee for profit based on LPA's and State's determination of the actual percentage of services completed.
- B. Subconsultants fixed fee for profit (if applicable): Consultant must apply the above provisions regarding fixed fee for profit to all Subconsultant contracts that utilize the cost-plus-fixed-fee (CPFF) payment method. If all of the services allocated to Subconsultant(s) under this agreement are not completed for any reason, the fixed fee for profit paid to Subconsultant(s) must be reduced based on the LPA's and State's determination, or Consultant's determination with LPA's and State's concurrence, of the actual percentage of services completed by the Subconsultant.

**7. INVOICES AND PROGRESS REPORTS**

- A. Consultant shall promptly submit invoices to State based on Consultant's billing period but shall not submit more than one invoice per month. Invoices must include all allowable costs, and when applicable, the associated Fee for Profit, for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 180 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.
- B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2. MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.
- C. Content of Invoice Package (Presented in this order)
  - 1) Consultant's Invoice:
    - (a) The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.
    - (b) The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the actual labor cost for each employee.
    - (c) Direct non-labor expenses:

- (i) Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.
- (ii) Travel-related expenses must be summarized and submitted on NDOT Form 163 (see paragraph 7.C.4) below). Supporting receipts (excluding meal receipts) must be submitted with NDOT Form 163 when invoicing for these expenses.
- (iii) All supporting receipts must be kept as required in Section 18.

CONSULTANT COST RECORD RETENTION.

- (d) Time Records, as outlined in paragraph 4.A.2).
  - (e) Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.
- 2) **Progress Report:** A Progress Report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:
- (a) A description of the Services completed for the service period to substantiate the invoiced amount.
  - (b) A description of the Services anticipated for the next service period
  - (c) A list of information Consultant needs from LPA, or State on LPA's behalf
  - (d) Percent of Services completed to date
- NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.
- 3) **Cost Breakdown Form:** Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Utilizing the Cost Breakdown Form helps reduce errors in calculating previously billed amounts and limitations on eligible costs billed.
- 4) **Travel Log:** If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, vehicle identification (if applicable), date/time of departure to the project, date/time of return to the headquarters town, locations traveled, and expenses for transportation, meals, and lodging.
- 5) **Mileage Log (when applicable):** When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.

- D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.
- E. Notice of Public Record: Documents submitted to State and LPA, including invoices, supporting documentation, and other information are subject to disclosure by State and LPA pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE AND LPA INFORMATION THAT IS CONFIDENTIAL. INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State and LPA do not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State or LPA for the disclosure of such information.

#### **8. PAYMENTS**

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

#### **9. PROMPT PAYMENT CLAUSE**

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

#### **10. SUSPENSION OF PAYMENTS**

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until

all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

**11. ANNUAL OVERHEAD ADJUSTMENT (TRUE-UP) INVOICES**

- A. After State receives Consultant's latest Indirect Cost Rate (ICR) submittal and State establishes an approved ICR for Consultant, it is State's preference that Consultant submit a separate Overhead Adjustment Invoice that reconciles the indirect costs billed during the past fiscal year covered by the latest ICR submittal. If reconciling the indirect costs requires the Consultant to reimburse State for overpayment of indirect costs, Consultant may request reimbursement of additional allowable costs that have not been already reimbursed, provided that the costs were documented and subtracted out on previous invoices. In no circumstance may Consultant request reimbursement of any costs incurred that are not in accordance with Section 4. ALLOWABLE COSTS.
- B. When uploading this invoice to OnBase, append "(OH ADJ)" to the invoice number when populating the invoice number keyword in OnBase. More information regarding Overhead Adjustment Invoices is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- C. Consultant shall require Subconsultant(s) to submit Overhead Adjustment Invoices to Consultant consistent with this Section. Consultant must include such subconsultant overhead adjustment invoices when Consultant submits their own invoices to State.

**12. FINAL INVOICE, FINAL OVERHEAD (TRUE-UP) INVOICE, AND PAYMENT**

- A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor, expenses, and, if applicable, may include the balance of Fee for Profit.
- B. Consultant, and, if applicable, its subconsultant(s), shall review the indirect costs billed to-date to determine if the indirect cost rates (overhead and FCCM) used on prior invoices match the actual indirect cost rates applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on an Overhead Adjustment Invoice (**separate from final costs incurred invoice**). Refer to Section 11. OVERHEAD ADJUSTMENT INVOICE. If a particular year's actual overhead has not yet been computed or approved by State, the most recently approved yearly rate should be applied. Consultant shall submit any final Overhead Adjustment Invoice within 180 days of completion of the work under this Agreement, and if such invoice is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant. More information regarding Overhead Adjustment Invoices is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- C. After receipt of final invoice and Overhead Adjustment Invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

**13. AGREEMENT CLOSE-OUT**

Upon submitting its final invoice and, if required, a final Overhead Adjustment invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Consultant shall submit NDOT 39 Form within 180 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

**14. FEDERAL COST PRINCIPLES**

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#).

**15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS**

- A. LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:
- 1) A description of the out-of-scope services,
  - 2) An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
  - 3) An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:
    - (a) The out-of-scope services are not within the original Scope of Services and additional work effort is required; and
    - (b) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered; and
    - (c) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

B. Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

- 1) The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

#### **16. TERMINATION COST ADJUSTMENT**

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

#### **17. AUDIT AND FINAL COST ADJUSTMENT**

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

#### **18. CONSULTANT COST RECORD RETENTION**

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

**RESOLUTION**

**SIGNING OF ENVIRONMENTAL SERVICES AGREEMENT – BK2267**

City of Seward

Resolution No. \_\_\_\_\_

**Whereas:** City of Seward is developing a transportation project for which it intends to obtain Federal funds; and

**Whereas:** City of Seward as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

**Whereas:** City of Seward and HDR Engineering Associates, Inc. wish to enter into a Professional Services Agreement to provide Environmental Services for the Federal-aid project.

**Be It Resolved:** by the City Council of the City of Seward that:

Joshua Eickmeier, Mayor of the City of Seward, is hereby authorized to sign the attached Environmental Services agreement between City of Seward, Nebraska and HDR Engineering Associates, Inc.

NDOT Project Number: BRO-7080(56)

NDOT Control Number: 13524

NDOT Project Description: Seward East

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Nebraska.  
(Month)

The City Council of the City of Seward, Nebraska

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board/Council Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed and billed as adopted

Attest:

\_\_\_\_\_  
Signature City Clerk

- A. Consideration of a Resolution to Sign an Environmental Services Agreement with HDR Engineering Associates, Inc.

**RESOLUTION**

**SIGNING OF ENVIRONMENTAL SERVICES AGREEMENT – BK2267**

City of Seward

Resolution No. \_\_\_\_\_

**Whereas:** City of Seward is developing a transportation project for which it intends to obtain Federal funds; and

**Whereas:** City of Seward as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

**Whereas:** City of Seward and HDR Engineering Associates, Inc. wish to enter into a Professional Services Agreement to provide Environmental Services for the Federal-aid project.

**Be It Resolved:** by the City Council of the City of Seward that:

Joshua Eickmeier, Mayor of the City of Seward, is hereby authorized to sign the attached Environmental Services agreement between City of Seward, Nebraska and HDR Engineering Associates, Inc.

NDOT Project Number: BRO-7080(56)

NDOT Control Number: 13524

NDOT Project Description: Seward East

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Nebraska.  
(Month)

The City Council of the City of Seward, Nebraska

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board/Council Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed and billed as adopted

Attest:

\_\_\_\_\_  
Signature City Clerk

5. Approval of Professional Engineer's Recommendation to Award a Construction Contract to Gehring Construction for the E Seward Street Improvements Project and Authorization to Enter into Negotiations with Gehring Construction - City Engineer Oneby



# BIDS RECEIVED

EAST SEWARD STREET IMPROVEMENTS  
CITY OF SEWARD, NE  
SEH NO. SEWAC 160685

BIDS DUE: 10:00 A.M., TUESDAY, NOVEMBER 8, 2022  
CITY HALL

BIDDER	Alternate Item Total	BID BOND	ADDENDA 1 - 3	GROUP A	GROUP B	GROUP C	TOTAL BID
GENERAL EXCAVATING LINCOLN, NE	\$ 386,370.00	✓	✓	1,439,049.75	1,293,052.55	209,912.50	2,942,014.80
CONSTRUCTORS INC. LINCOLN, NE	\$ 454,740.00	✓	✓				3,915,784.52
GEHRING CONSTRUCTION & RM CO. INC. COLUMBUS, NE	\$ 351,390.00	✓	✓	1,212,870.25	1,136,249.00	162,822.50	2,511,888.75
K2 CONSTRUCTION LINCOLN, NE	\$ 413,400.00	✓	✓	1,698,158.00	1,083,575.60	277,750.00	3,059,483.60
WERNER CONSTRUCTION, INC. WAHOO, NE	\$ 397,580.00	✓	✓	1,473,529.90	1,275,436.25	158,850.00	2,907,816.15
VAN KIRK BROS. CONTRACTING SUTTON, NE							

X:\PT\SEWAC\160685\6-BID-CONST\BIDDING\BIDS RECEIVED.DOCX

Derek Bergmann, City Clerk  
Michael A. Oneby, P.E.  
*[Signature]*  
City Engineer

10:11 AM, 11/8/2022



**Office of the City Engineer**  
147 North 7<sup>th</sup> Street  
Seward, NE 68434  
(402) 643-2928 x203

# Memo

**To:** Greg Butcher, City Administrator  
**From:** Mike Oneby, P.E., City Engineer  
**cc:** Derek Bargmann, City Clerk  
**Date:** November 15, 2022  
**Re:** E. Seward Road Improvements – Recommendation of Award

---

The City advertised for bids to construct improvements to East Seward Road, from the City limits to Hwy 34. The City hosted a public bid opening on November 8, 2022 at 10:00 PM at City Hall, overseen by Jake Vasa of SEH Inc. (the project's Engineer) and attended by City Clerk Derek Bargmann and City Engineer Mike Oneby. Five bids were received, listed high to low in the table below along with the Engineer's Opinion of Probable Construction Cost.

The bidders were asked to submit a bid for an alternate item: pipe material for the 24-inch trunk sewer. The bid amounts calculated with the alternate bid item is presented in the last column. The order of high to low bidder did not change with the alternate bid item.

No.	Bidder	Submittal Date/Time	Bid Amount [\$]	Amount above Low		Alternate Bid Amount [\$]
				[\$]	[%]	
1.	Constructors, Inc. Lincoln, NE	9:44 AM 11/08/22	3,460,945.54	949,056.79	+ 37.8%	3,389,395.54
2.	K2 Construction Lincoln, NE	9:46 AM 11/08/22	3,061,683.60	549,794.85	+ 21.9%	3,069,633.60
3.	General Excavating Lincoln, NE	9:51 AM 11/08/22	2,943,649.80	431,761.05	+ 17.2%	2,943,649.80
4.	Werner Construction Hastings NE	9:50 AM 11/08/22	2,908,042.15	396,153.40	+ 15.8%	2,782,432.15
5.	Gehring Construction Columbus, NE	9:37 AM 11/08/22	2,511,888.75	0.00		2,423,166.75
	Engineer's Estimate	N/A	2,054,922.50	-456,966.25	- 18.2%	2,078,772.50

The project's Engineer (SEH, Inc.) reviewed all five bids, and found no irregularities that would prohibit award the low bidder (see attached email). After reviewing all five bids, the City Engineer concurs with the Engineer, and the City Engineer recommends award to Gehring Construction as the low bidder. Furthermore, the City Engineer recommends award to Gehring Construction accepting the alternative bid item, reducing the awarded amount to \$2,423,166.75.



Building a Better World  
for All of Us®

November 10, 2022

RE: East Seward Street Improvements  
Seward, Nebraska

Mike Oneby, PE  
City Engineer – City of Seward, NE  
537 Main Street  
Seward, NE 68434

Mr. Oneby:

Please find attached bid tabulation for the East Seward Street Improvements project, which was bid Tuesday November 8<sup>th</sup>, 2022. After our review of the bidding documents submitted from five (5) qualified contractors, we see no so irregularities in the bids that inhibit the award of the lowest bidder.

Please let me know if you have any further questions or clarifications required.

Best,

A handwritten signature in blue ink, appearing to be "J. Vasa", is written over a light blue horizontal line.

SHORT ELLIOTT HENDRICKSON INC.

Jake Vasa, PE  
Project Manager  
(Lic. NE, KS, IA, MO)

x:\pt\s\sewac\160685\1-gen\14-corr\11.10.2022 | bids.docx



**BIDS RECEIVED**

EAST SEWARD STREET IMPROVEMENTS  
 CITY OF SEWARD, NE  
 SEH NO. SEWAC 160685

BIDS DUE: 10:00 A.M., TUESDAY, NOVEMBER 8, 2022  
 CITY HALL

BIDDER	ALTERNATE ITEM TOTAL	BID BOND	ADDENDA 1-3	GROUP A	GROUP B	GROUP C	TOTAL BID
GENERAL EXCAVATING LINCOLN, NE	\$ 386,370.00	✓	✓	1,439,049.75	1,293,052.55	209,912.50	2,942,014.80
CONSTRUCTORS INC. LINCOLN, NE	\$ 154,740.00	✓	✓				3,915,784.52
GEHRING CONSTRUCTION & RM CO. INC. COLUMBUS, NE	\$ 351,390.00	✓	✓	1,212,870.25	1,136,249.00	162,822.50	2,511,988.75
K2 CONSTRUCTION LINCOLN, NE	\$ 413,400.00	✓	✓	1,698,158.00	1,093,575.60	277,750.00	3,059,483.60
WERNER CONSTRUCTION, INC. WAHOO, NE	\$ 397,500.00	✓	✓	1,473,529.90	1,275,436.25	158,850.00	2,907,816.15
VAN KIRK BROS. CONTRACTING SUTTON, NE							

X:\P\160685\SEWAC\160685-BID-CONST\BIDDING\BIDS RECEIVED.DOCX

Derek Bergmann, City Clerk  
 Michael A. Oneby, P.E.  
 City Engineer

10:11 AM, 11/8/2022

6. Authorization to Increase the Re-Leaf Tree Planting Program Reimbursement - City Administrator Butcher



## PROJECT GUIDELINES

### REQUIREMENTS OF THE MUNICIPAL CODE

1. Street trees shall be selected from the list established and maintained by the Seward Tree Board. [§ 364-1.2 and § 410-40.5.B]
2. No street tree shall be planted within the site triangle of an intersection of two streets or the intersection of an alley and a street. [§ 410-40.3.l(5)(a) and § 410-40.7]
3. No street tree shall be planted in the following locations.[ § 364-1.3 and § 410-40.5.B]:
  - a. under or within 10 lateral feet of and overhead utility line;
  - b. within 5 lateral feet of a water, sewer, transmission, or other buried utility line;
  - c. under or within 10 lateral feet of and overhead utility line;
  - d. within 10 feet of a hydrant;
  - e. within 20 feet of a street light.
4. Minimum trunk caliper is 2 inches [§ 410-40.5.A]
5. The distance from the front of the sidewalk to the back of the curb shall be a minimum of six feet. [§ 410-40.5.C]
6. If the distance from the front of the sidewalk to the back of the curb is less than six feet, the street tree may be planted between the property line and the back of the sidewalk, provided this distance is at least five feet. [§ 410-40.5.C]

### ADDITIONAL REQUIREMENTS

1. Small trees (<25 feet) shall be spaced at least 25 feet apart and 30 ft from existing trees.
2. Medium trees (25 – 40 feet) shall be spaced at least 35 feet apart and 35 ft from existing trees.
3. Large trees (>40 feet) shall be spaced at least 40 feet apart and 40 ft from existing trees.
4. Abutting property owners shall care for the trees after planting, including watering at 7 – 10 day intervals throughout a three year establishment period (when ground is not frozen).
5. All trees shall be paid in full by the abutting property owner prior to planting.

**Tree locations shall be approved prior to planting by the Reviewing Agencies to ensure compliance with the above requirements.**



### FREQUENTLY ASKED QUESTIONS

- Q: How often should I water my trees?  
A: A newly-planted tree should be watered every 7 to 10 days for three full years unless there is more than 1" of rainfall in that 7-10 day period. In periods of extreme drought, even established trees may need water. Remember, you can't water a tree too much at one time, but you can water a tree too often.
- Q: Should I keep grass from growing around the trunk of my newly-planted tree?  
A: YES! Grass roots produce chemicals which actually inhibit the growth of a newly-planted tree. If the grass is kept away from the trunk at least 24" on each side, the tree will grow faster. Often, it will grow twice as fast as it would if grass is allowed to grow up to the trunk. Keeping grass away by the use of mulch also reduces the potential of damage to the tree from a string trimmer or a lawn mower. These two items kill more trees than insects and diseases put together.
- Q: Is it necessary to paint tree wounds?  
A: No. The latest research shows that tree wounds need not be painted. In fact, painting may very well keep the wound from healing as fast as it might if it were simply left alone. In the past, painting wounds was a sign of a professional trimming job, but to this date, no wound dressing has been found that will deter decay, stop insects from entering or speed healing.
- Q: Should I have my tree topped?  
A: NO! Under no condition should a tree be topped. Topping is NOT an acceptable method of trimming trees. If a tree is properly trimmed, it will have the same shape and character that it had before it was trimmed. Most people should be able to look at a tree that has been properly trimmed and not be able to tell that anything has been done to it. Topping reduces the life span of a tree and allows insects and decay to enter the tree. If it is done to an extreme, it can kill the tree in one growing season.

The regular meeting of the Tree Board of the City of Seward, Nebraska was held on Tuesday, July 12th, 2022, at 5:30 p.m. Seward Memorial Library, (Main Level Conference Room), 233 S 5th St, Seward, which meeting will be open to the public. Present: Larry Goldsmith, Charles Matzke, Ken Schmieding, and Thomas Suhr. Absent: Kregg Einspahr. Others in Attendance: Mike Oneby & Bob Miers.

Notice of meeting was given in advance thereof by posting in the following places” City Hall, Civic Center and Seward Public Library. Availability of the agenda was communicated in the advance notice of this meeting. All proceedings hereafter shown were while convened meeting was open to the attendance of the public.

1. DISCUSSION OF ADDING & REMOVING TREES TO/FROM THE APPROVED STREET TREE LIST.

- Tabled until October meeting.

2. REVIEW OF DRAFT UPDATE TO CITY CODE 364-TREES.

- Increasing the dollar amount of provided by the re-leaf program from \$75 to \$150/tree
- Create a draft to be presented at the next Tree Board meeting for increasing the setback for the re- leaf program
- Create a draft of a secondary recommended tree list for front yards of residences that are not in the city ROW.

Moved by Goldsmith, second by Matzke.

Aye: Goldsmith, Matzke, Schmieding, Suhr

Nay: None

Absent: Einspahr - Motion carried.

3. SUMMER/FALL 2022 CITY TREES FOR REMOVAL

- A list of trees that have been damaged, dying, or dead was brought forward by Bob Miers to receive approval to be removed for overall public safety (see attached)

Moved by Goldsmith, second by Schmeiding.

Aye: Goldsmith, Matzke, Schmieding, Suhr

Nay: None

Absent: Einspahr - Motion carried.

4. FUTURE AGENDA ITEMS-SUGGESTIONS/RECOMMENDATIONS FROM BOARD

- Discussion of doing a city-wide tree count/tree survey

5. CONSENT ITEMS

- Minutes (January 11, 2022)

6. Adjourn Meeting

Motion To Adjourn the Meeting.

Moved by Goldsmith, second by Matzke

Aye: Goldsmith, Matzke, Schmieding, Suhr

Nay: None

Absent: Einspahr - Motion carried.

Meeting Adjourned at 6:30pm.

7. Update on the Wellness Center - City Administrator Butcher  
**CITY ADMINISTRATOR'S REPORT**

## CITY ADMINISTRATORS REPORT – 11/15/22

- Monitoring a number of street projects bids on East Seward, design on East Hillcrest, and drainage near Park Street & Bradford Street.
- Assisting City Attorney with a number of real estate items and related matters.
- Assisted with Civic Center items and issues.
- Reviewed additional DTR items and worked with applicants on needed documents, met with applicants and SENDD.
- Working with Zoning Office staff on a number of appeals and zoning items (Glawatz).
- Continued to get and work on updates related to Tim Richtig's medical absence.
- Finalized fall targets for all departments.
- Reviewed draft updated website design to replace aging current website.
- Worked with NDOT and Schemmer on location issues related to the proposed bike path.
- Employee Handbook Section 4 review with City Clerk and Finance Director
- Follow-up on Mining Ventures data mining items.
- Met with the Mayor, Police Department Command Team, on recruitment and retention items.
- Reviewed potential Civic Center Regulations with Civic Center Manager.
- Met with Black Hills Energy regarding grant opportunity for Wellness Center.
- Met with representatives from the Jays Club before and after school care program.
- Attended the preliminary layout/flow sheet review for the proposed wastewater treatment plant.
- Attended the full day Caselle accounting software demo along with Finance Department.
- Met with the Zoning Department on a number of items related to potential commercial construction and development.
- Attended the Seward Public Schools strategic plan update.
- Met with the Golf Team on season closeout and plans for season survey, and 2023 season and capital improvements.

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

### **Police Department**

- Holiday Parade Meeting Nov.7.
- Civil Service meeting Nov.10.
- PO-I application process.

### **City Clerk/Human Resources/City Hall**

- Caselle software training on Nov. 8.
- Accepting bids until November 10<sup>th</sup> for surplus items.
- Civil Service Commission to meet on Nov. 10, testing to occur on Nov. 22 for police officer vacancy.
- First draft review completed of the Employee Personnel Handbook, considering changes that could impact budget with Greg/Nick on Nov. 9.

### **Water/Wastewater Department**

- S4 and SW 3 Well electrical controls and SCADA changes next/ongoing until completed.
- Follow up on Wastewater boiler inspection/repairs.
- Work on Bizco and Midwest Petroleum to get gas pump finalized.

### **Parks and Rec/Cemetery/Golf/Pool**

- Golf meeting on Nov. 10.
- Working on cart path on Hole 1.
- Taking down old poles and setting new ones at the baseball field.

- Putting up new backstop net on the softball field Nov. 8.
- Meeting with the Electric Dept. to order wire and pedestals for new campground on Nov. 7.

#### **Civic Center**

- Meetings as usual.
- Putting up other holiday trees around the building this week.

#### **Electric Department**

- Hookup service on Ironwood.
- Pull out Santa House and put on trailer.
- Follow up on Allo installations.
- Work on Pet Source service, pull in wire and terminate.

#### **Street Department**

- Work on equipment for the winter.
- Tree removal.
- Fall sweeping.
- Build 3 storm inlets.

#### **Library**

- Christmas Committee meeting Nov. 7.
- R&R book group Nov. 10.
- Working on hail damage repairs, except for shingles (group repair).

#### **Building Inspection/Planning Department**

- Working with Bill Willard on the possibility of replotting Hillcrest Ave. lots to increase lot size on Fairway Woods.
- Continued review of 2018 codes for updating.
- Inspections and plan reviews.

#### **Engineering**

- Flow sheet meeting Nov. 7 and equipment pre-selection process for the WWTP Upgrade.
- Bid opening Nov. 8, review bids and prepare recommendation for East Seward Street.
- Contact bidders, issue addenda 2 and 3, and send communication tenant agreements to City Attorney.
- Finalize scope for water main and sanitary sewer design (Schemmer), review tree removal list and sanitary sewer design for Hwy 15.
- Finalize construction contract, issue NOA, NTP for Karol Kaye Box Culvert.

#### **Finance Dept.**

- Caselle Demo Tuesday.
- Prepping audit items.
- Handbook Review meeting w/ Derek & Greg Wednesday.

**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 Municipal Building, Seward County Courthouse, Seward Memorial Library and CityofSewardNE.gov

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

---

Derek Bargmann, City Clerk

---

Date