



CITY OF SEWARD
City Council
Regular Meeting
Agenda

Tuesday, March 21, 2023

7:00 PM

Municipal Building Council Chambers

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, March 21, 2023, in the Council Chambers, 142 N 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

City financial claims and related invoices will be available for Council member review, audit and voluntary signatures at the meeting location beginning 30 minutes prior to the scheduled meeting time.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

This is an Open Meeting of the Seward Nebraska Governing Body. The City of Seward abides by the Nebraska Open Meetings Act in conducting business. A copy of the Nebraska Open Meetings Act is displayed on the north wall of this meeting room facility as required. Disclosure of meeting recording processes is posted in the Meeting Room. 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

CURRENT YEAR: February 2023

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 3,371.61	\$ 422,881.08
REMODEL/ADDIT.	12	\$ 3,531.44	\$ 1,263,671.68
ACCESSORY	6	\$ 175.62	\$ 11,125.00
RELOCATE	37	\$ 1,902.00	\$ 479,027.55
ELECTRIC			
PLUMBING	4	\$ 160.00	
MECHANICAL	6	\$ 530.00	
SEWER TAP	2	\$ 500.00	
WATER TAP	2	\$ 1,676.00	
TEMP. ELEC.	1	\$ 50.00	
ELECTRIC SER.	2	\$ 400.00	
TOTALS	73	\$ 12,296.67	\$ 2,176,705.31

LAST YEAR: February 2022

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	10	\$ 27,164.09	\$ 4,425,192.89
REMODEL/ADDIT.	2	\$ 398.88	\$ 92,000.00
ACCESSORY	16	\$ 250.20	\$ 16,900.00
RELOCATE	4	\$ 200.00	\$ 29,088.93
ELECTRIC		\$ -	\$ -
PLUMBING	11	\$ 620.00	\$ -
MECHANICAL	6	\$ 530.00	\$ -
SEWER TAP	9	\$ 2,250.00	\$ -
WATER TAP	9	\$ 8,769.00	\$ -
TEMP. ELEC.	4	\$ 200.00	\$ -
ELECTRIC SER.	9	\$ 2,600.00	\$ -
TOTALS	80	\$ 42,982.17	\$ 4,563,181.82

YEAR TO DATE January to December 2023

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 3,371.61	\$ 422,881.08
REMODEL/ADDIT.	32	\$ 6,045.69	\$ 1,938,949.86
ACCESSORY	14	\$ 359.32	\$ 50,789.00
RELOCATE	83	\$ 5,115.00	\$ 1,452,957.19
ELECTRIC		\$ -	\$ -
PLUMBING	12	\$ 1,085.00	\$ -
MECHANICAL	17	\$ 10,541.00	\$ -
SEWER TAP	2	\$ 500.00	\$ -
WATER TAP	2	\$ 1,676.00	\$ -
TEMP. ELEC.	1	\$ 50.00	\$ -
ELECTRIC SER.	2	\$ 400.00	\$ -
TOTALS	166	\$ 29,143.62	\$ 3,865,577.13

YEAR TO DATE January to December 2022

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	10	\$ 27,164.09	\$ 4,425,192.89
REMODEL/ADDIT.	6	\$ 738.88	\$ 158,293.69
ACCESSORY	21	\$ 502.70	\$ 27,200.00
RELOCATE	5	\$ 250.00	\$ 42,708.57
ELECTRIC		\$ -	\$ -
PLUMBING	20	\$ 1,070.00	\$ -
MECHANICAL	14	\$ 1,060.00	\$ -
SEWER TAP	9	\$ 2,250.00	\$ -
WATER TAP	9	\$ 8,769.00	\$ -
TEMP. ELEC.	4	\$ 200.00	\$ -
ELECTRIC SER.	9	\$ 2,600.00	\$ -
TOTALS	107	\$ 44,604.67	\$ 4,653,395.15

OPEN Property Maintenance Code Violation Report

					Updated 3-14-2023
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2023					
716 N 7th St	Fire damage, weeds, vehicles, decayed roof, decayed cellar entrance	4/10/2023	Dennis & Willa Taylor	Mail/In Person by PD	Police Chief Peters and Building Director Dworak met with Dennis and Willa Taylor and discussed the situation. A 60 day notice for yard clean up and construction action plan was delivered. Upon follow up inspection, vehicles have been removed, a full dumpster was in the driveway and clean up had begun
716 N 7th	Vehicles, weeds	1/26/2023	Dennis & Willa Taylor	Letter	Shannon Arena, CSO has verified the vehicles, weeds, and the water service has not been turned back on

2. City Treasurer Report

TREASURER'S REPORT	MONTH OF: FEBRUARY 2023					
VARIANCE AT: 41.67%						
	REVENUE	CURRENT YTD		UNRECEIPTED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	REVENUE	VARIANCE	BALANCE	REVENUE	B/W BUDGET YEARS
ELECTRIC	11,259,500	4,760,263	42%	6,499,237	4,492,512	267,752
ELEC BOND PYMT						
WATER	2,335,000	852,664	37%	1,482,336	817,658	35,006
WATER BOND PYMTS						
WATER SINKING FUND	20,000	- 0 -	0%	20,000	- 0 -	- 0 -
WASTEWATER TREATMENT	2,129,700	877,867	41%	1,251,833	773,765	104,103
WWTW BOND PYMT						
WWTW SINKING FUND	285,000	- 0 -	0%	285,000	- 0 -	- 0 -
TOTAL BUSINESS-TYPE FUNDS	16,029,200	6,490,794	40%	9,538,406	6,083,934	406,860
GENERAL REVENUES	4,603,723	1,289,973	28%	3,313,750	870,266	419,707
LEGAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
POLICE	48,100	2,584	5%	45,516	6,385	(3,800)
E911	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
POLICE EQUITABLE SHARING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
STREET	3,694,727	564,043	15%	3,130,684	491,199	72,844
STREET STP FUNDS	182,592	10	0%	182,582	1	9
DEBT SERVICE	849,726	681,289	80%	168,437	683,408	(2,119)
RAIL CAMPUS	- 0 -	3,000	0%	(3,000)	1	2,999
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG DOWNTOWN REVITAL GRANT	335,000	68,673	20%	266,327	17,110	51,563
BLDGS & GRDS (CITY HALL)	36,000	15,000	42%	21,000	15,000	- 0 -
LEEVE ACCREDITATION	146,250	- 0 -	0%	146,250	- 0 -	- 0 -
CIVIC CENTER	304,708	83,438	27%	221,270	48,523	34,916
LIBRARY	49,787	22,949	46%	26,838	30,989	(8,039)
PUBLIC PROPERTIES	27,250	12,703	47%	14,547	13,599	(896)
CEMETERY	50,000	42,350	85%	7,650	29,800	12,550
GOLF COURSE	338,300	40,007	12%	298,293	36,306	3,701
NEW PARK DEVELOPMENT	80	255	319%	(175)	25	230
NEW CEMETERY DEVELOPMENT	250	767	307%	(517)	75	692
GUTHMAN TRUST - REGULAR	400	162	41%	238	94	69
GUTHMAN TRUST - PAVING	30	81	270%	(51)	8	73
PERPETUAL CARE - PRINCIPAL	8,000	5,400	68%	2,600	4,200	1,200
PERPETUAL CARE - INTEREST	320	1,021	319%	(701)	94	927
BLDGS & GRDS (OTHER)	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
BUILDING INSPECTION	82,750	60,601	73%	22,149	40,167	20,435
FIRE	530,000	45,617	9%	484,383	77	45,541
FIRE EQUIPMENT SINKING FUND	62,300	2,429	4%	59,871	374	2,055
TREE BOARD	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PLANNING COMMISSION	5,100	1,592	31%	3,508	11,424	(9,832)
ENGINEER	118,143	- 0 -	0%	- 0 -	- 0 -	- 0 -
DOWDING POOL	81,000	280	0%	80,720	421	(140)
CONCESSION STAND	900	- 0 -	0%	900	- 0 -	- 0 -
SWIMMING LESSONS	16,000	- 0 -	0%	16,000	- 0 -	- 0 -
RECREATION	37,550	23,211	62%	14,339	16,513	6,698
SPORTS COMPLEX LIGHTS	50	158	315%	(108)	15	142
SENIOR CENTER	80,500	31,770	39%	48,730	22,568	9,202
SENIOR SHUTTLE	4,569	1,387	30%	3,182	1,307	80
RECYCLING	4,000	500	13%	3,500	5,366	(4,866)
WELLNESS CENTER	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
ECONOMIC DEVELOPMENT (LB840)	284,799	111,120	39%	173,679	103,145	7,975
CAPITAL IMPROVEMENTS FUND	18,890,000	- 0 -	0%	18,890,000	- 0 -	- 0 -
TAX INCREMENT FINANCING	687,206	210,144	31%	477,062	154,753	55,391
TOTAL GOVERNMENTAL FUNDS	31,560,110	3,322,515	11%	28,119,452	2,603,211	719,304

(UNAUDITED)

TREASURER'S REPORT		MONTH OF: FEBRUARY 2023					
VARIANCE AT: 41.67%							
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE	
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS	
ELECTRIC	12,851,033	3,880,578	30%	8,970,455	4,065,102	(184,525)	
ELEC BOND PYMT	496,408	457,975	92%	38,433	452,130	5,845	
WATER	5,352,181	1,008,912	19%	4,343,269	766,248	242,664	
WATER BOND PYMTS	330,473	243,468	74%	87,006	245,345	(1,878)	
WATER SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
WASTEWATER TREATMENT	2,567,932	886,500	35%	1,681,432	882,348	4,152	
WWTW BOND PYMT	294,463	12,081	4%	282,382	12,479	(398)	
WWTW SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
TOTAL BUSINESS-TYPE FUNDS	21,892,490	6,489,513	30%	15,402,977	6,423,652	65,861	
GENERAL EXPENSES	2,785,801	132,575	5%	2,653,226	120,401	12,174	
LEGAL	72,852	25,379	35%	47,473	22,976	2,403	
POLICE	1,757,394	695,316	40%	1,062,078	598,166	97,149	
E911	233,204	97,168	42%	136,036	79,746	17,422	
POLICE EQUITABLE SHARING	- 0 -	- 0 -	0%	- 0 -	242	(242)	
STREET	5,335,795	1,103,786	21%	4,232,009	1,353,338	(249,552)	
STREET STP FUNDS	182,589	- 0 -	0%	182,589	3,325	(3,325)	
DEBT SERVICE	1,047,926	427,239	41%	620,687	428,252	(1,013)	
RAIL CAMPUS	35,500	19,866	56%	15,634	325	19,541	
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG-DOWNTOWN REVITAL GRANT	335,000	68,673	20%	266,327	17,110	51,563	
BLDGS & GRDS (CITY HALL)	23,826	10,996	46%	12,830	19,926	(8,930)	
LEVEE ACCREDITATION	195,000	2,910	1%	192,090	- 0 -	2,910	
CIVIC CENTER	304,708	145,687	48%	159,021	58,897	86,790	
LIBRARY	571,336	413,803	72%	157,533	223,964	189,839	
PUBLIC PROPERTIES	581,757	265,679	46%	316,078	194,598	71,081	
CEMETERY	256,210	127,869	50%	128,341	82,863	45,007	
GOLF COURSE	554,926	171,358	31%	383,568	176,594	(5,236)	
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	1,106	10%	9,944	1,224	(117)	
BUILDING INSPECTION	111,406	40,030	36%	71,376	43,451	(3,421)	
FIRE	775,879	136,989	18%	638,890	55,201	81,789	
FIRE EQUIPMENT SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
TREE BOARD	12,550	375	3%	12,175	450	(75)	
PLANNING COMMISSION	23,828	8,166	34%	15,662	12,127	(3,961)	
ENGINEER	157,522	60,153	38%	- 0 -	60,955	(802)	
DOWDING POOL	266,515	29,187	11%	237,328	30,006	(820)	
CONCESSION STAND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SWIMMING LESSONS	9,036	- 0 -	0%	9,036	- 0 -	- 0 -	
RECREATION	363,259	185,747	51%	177,512	129,836	55,911	
SPORTS COMPLEX LIGHTS	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SENIOR CENTER	219,128	69,161	32%	149,967	70,607	(1,446)	
SENIOR SHUTTLE	4,569	2,093	46%	2,476	1,578	514	
RECYCLING	113,675	12,129	11%	101,546	14,191	(2,061)	
WELLNESS CENTER	24,281	- 0 -	0%	24,281	- 0 -	- 0 -	
ECONOMIC DEVELOPMENT LB840	284,799	- 0 -	0%	284,799	50,006	(50,006)	
CAPITAL IMPROVEMENTS FUND	18,890,000	- 0 -	0%	18,890,000	- 0 -	- 0 -	
TAX INCREMENT FINANCING	696,706	168,244	24%	528,462	84,488	83,755	
TOTAL GOVERNMENTAL FUNDS	36,238,272	4,421,684	12%	31,719,219	3,934,901	486,783	

(UNAUDITED)

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 2/28/2023

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerfund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
COMM: COMMERCE BANK	803760FG7	AFS	SARPY CO SID #180-REF NE 37 12/15/37 12/28/23 @ 100.00		4.25		250,000.00 100.00%	250,000.00	250,000.00	251,845.00
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	193,564.00
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	168,871.50
COMM: COMMERCE BANK	80373YCT1	AFS	SARPY CO SID #158-REF NE 29 11/15/29		3.10		155,000.00 100.00%	155,000.00	155,000.00	154,412.55
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	147,934.50
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	250,057.50
COMM: COMMERCE BANK	751265RA9	AFS	RALSTON-VEHICLE NE 32 06/01/32		3.70		300,000.00 100.00%	300,000.00	300,000.00	299,997.00
COMM: COMMERCE BANK	661615UB8	AFS	N PLATTE-REF NE 32 12/15/32		3.00	A	200,000.00 100.00%	200,000.00	200,392.04	195,888.00
COMM: COMMERCE BANK	698864HR9	AFS	PAPILLION MUNI FACS NE 33 12/15/33		3.00	Aa1	175,000.00 100.00%	175,000.00	176,205.29	175,043.75
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	355,892.00
COMM: COMMERCE BANK	943776KA1	AFS	WAVERLY NE 34 06/01/34		2.95		335,000.00 100.00%	335,000.00	335,000.00	313,325.50
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	155,170.00
COMM: COMMERCE BANK	25929PDW6	AFS	DOUGLAS SID #491-REF NE 36 09/15/36		2.60		200,000.00 100.00%	200,000.00	200,000.00	153,212.00

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Pledges By Pledgee And Maturity

BBA

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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As Of 2/28/2023

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerfund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
COMM: COMMERCE BANK	80378EDN2	AFS	SARPY SID #263-REF NE 36 09/15/36		3.80		260,000.00 100.00%	260,000.00	260,000.00	259,061.40
COMM: COMMERCE BANK	98676TCF8	AFS	YORK NE-B-REF NE 36 10/01/36		1.85		200,000.00 100.00%	200,000.00	198,812.62	148,310.00
COMM: COMMERCE BANK	23087RHC5	AFS	CUMING CO-B-REF NE 36 12/15/36		2.00		250,000.00 100.00%	250,000.00	250,000.00	189,112.50
COMM: COMMERCE BANK	68905WFK3	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	147,554.00
COMM: COMMERCE BANK	803787DT4	AFS	SARPY CO SD#46 NE 36 12/15/36		2.00	AA-	200,000.00 100.00%	200,000.00	202,220.52	158,114.00
COMM: COMMERCE BANK	80377XCV4	AFS	SARPY CO SID #190-REF NE 37 10/15/37		4.00		205,000.00 100.00%	205,000.00	205,000.00	205,418.20
COMM: COMMERCE BANK	25929RCY9	AFS	DOUGLAS CO SID #485 NE 38 05/15/38		2.65		200,000.00 100.00%	200,000.00	200,000.00	152,702.00
COMM: COMMERCE BANK	25933VBY5	AFS	DOUGLAS CO SANTN 559 NE 38 06/15/38		4.10		165,000.00 100.00%	165,000.00	165,000.00	155,933.25
COMM: COMMERCE BANK	25932EDK2	AFS	DOUGLAS CO SID #438 NE 38 08/15/38		4.20		250,000.00 100.00%	250,000.00	250,000.00	250,157.50
COMM: COMMERCE BANK	80373RDR9	AFS	SARPY CO DT #220-REF NE 38 08/15/38		4.05		170,000.00 100.00%	170,000.00	170,000.00	170,003.40
COMM: COMMERCE BANK	80387LAP3	AFS	SARPY CO SAN & IMP DT NE 38 08/15/38		2.75		290,000.00 100.00%	290,000.00	290,000.00	218,346.80
COMM: COMMERCE BANK	72778PCU5	AFS	PLATTE CO SID #5 NE 38 12/15/38		2.00	AA-	200,000.00 100.00%	200,000.00	200,451.39	152,352.00
COMM: COMMERCE BANK	80379KDH0	AFS	SARPY CO SID #272-REF NE 38 12/15/38		4.40		215,000.00 100.00%	215,000.00	215,000.00	215,384.85

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 2/28/2023

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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	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	199,996.00
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	179,010.00
COMM: COMMERCE BANK	25930BEE3	AFS DOUGLAS CO SID #504 NE 39 08/15/39		3.40		215,000.00 100.00%	215,000.00	215,000.00	215,000.00	187,426.25
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	166,302.00
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	147,326.00
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	145,296.80
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	139,578.80
COMM: COMMERCE BANK	25933VDM9	AFS DOUGLAS CO SD #559 NE 40 05/15/40		3.40		175,000.00 100.00%	175,000.00	175,000.00	175,000.00	153,699.00
COMM: COMMERCE BANK	25933EEG9	AFS DOUGLAS CO SAN & IMPT NE 40 11/15/40		3.15		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	149,881.50
COMM: COMMERCE BANK	80388MBJ3	AFS SARPY CNTY SANITATION NE 40 12/15/40		4.00		240,000.00 100.00%	240,000.00	240,000.00	240,000.00	234,276.00
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	240,000.00	171,508.80
COMM: COMMERCE BANK	25936EDY8	AFS DOUGLAS CO SID #561 NE 41 07/15/41		2.90		235,000.00 100.00%	235,000.00	235,000.00	235,000.00	172,562.85
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	200,000.00	143,698.00

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 2/28/2023

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type	Moody S&P	Original Face Pledged Percent	Pledged			
								Original Face	Par	Book Value	Market Value
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	200,000.00	143,978.00
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	255,000.00	185,963.85
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	200,000.00	146,072.00
COMM: COMMERCE BANK	25938MDE2	AFS	DOUGLAS CO SAN & IMPT NE 41 09/01/41		2.80		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	142,052.00
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	235,000.00	171,944.80
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	200,000.00	146,100.00
COMM: COMMERCE BANK	119483EL5	AFS	BUFFALO CO SD #0009 NE 41 12/15/41		2.00	A1	200,000.00 100.00%	200,000.00	200,000.00	193,909.15	136,738.00
COMM: COMMERCE BANK	259327W42	AFS	DOUGLAS CO SD #17 NE 41 12/15/41		4.00	AA	250,000.00 100.00%	250,000.00	250,000.00	261,308.55	252,692.50
COMM: COMMERCE BANK	25932XD4	AFS	DOUGLAS CO NE SID-REF NE 41 12/15/41		2.75		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	183,760.00
COMM: COMMERCE BANK	25940KAS4	AFS	SID DOUGLAS #596-REF NE 41 12/15/41		2.75		275,000.00 100.00%	275,000.00	275,000.00	275,000.00	201,489.75
COMM: COMMERCE BANK	808290FV7	AFS	SCHUYLER NE 42 03/15/42		2.75		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	192,122.50
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	183,134.85
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	239,257.50

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3/1/2023 9:04 AM - BLA / JNBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 2/28/2023

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
								Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	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	210,215.00
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	312,344.29	303,369.00
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	245,931.84	250,197.50
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	254,942.45	253,677.50
COMM: COMMERCE BANK	3132DMPY5	AFS	FRLMC 30YR 03/01/50		SD0439 3.50		1,000,000.00 100.00%	1,000,000.00	604,765.30	662,383.41	555,592.80
57 Securities Pledged To: 1010 - CITY TREASURER								13,500,000.00	13,104,765.30	13,183,901.55	11,326,582.75

CASH IN BANK \$10,829,876.01

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

Pledged Securities Detail
February 28, 2023

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value Book Value	Par Value Book Value		
PLEGEE: CITY OF SEWARD (02)													
AGEN	3130AJRQ4		1.000		177048011-1	Cont	6/25/2027	250,000.00	250,000.00	250,000.00	250,000.00	215,133.50	215,133.50
FHLB	FHLB FIXED RATE NOTE					3/1/2023	6/25/2020	250,000.00	100.00%	228,932.08		458.33	215,591.83
D02/02	AA+	Aaa				100.000	AFS						
AGEN	3130ANK82		0.750		178004394-1	Ann	8/26/2026	370,000.00	370,000.00	370,000.00	370,000.00	322,651.10	322,651.10
FHLB	FHLB FIXED RATE NOTE					8/26/2023	8/26/2021	370,000.00	100.00%	327,949.64		38.54	322,689.64
D02/02	AA+	Aaa				100.000	AFS						
CMO	3137AWU78		1.250		185157011-1		12/15/2027	1,500,000.00	1,500,000.00	58,001.43	58,001.43	55,048.62	55,048.62
FHR	FHR 4145 AC						12/1/2012	58,001.43	100.00%	57,804.31		60.42	55,109.04
D02/02							AFS						
CMO	3137B0NV2		1.500		185157163-1		9/15/2025	2,000,000.00	2,000,000.00	60,759.40	60,759.40	58,295.39	58,295.39
FHR	FHR 4176 EC						3/1/2013	60,759.40	100.00%	60,635.58		75.95	58,371.34
D02/02							AFS						
GNMA	36176W2B6		4.000		185168920-1		12/15/2026	560,000.00	560,000.00	30,330.75	30,330.75	30,238.57	30,238.57
GNMA	GNMA POOL 778670						12/1/2011	30,330.75	100.00%	31,034.16		101.10	30,339.67
D02/02							AFS						
GNMA	36179V3Q1		2.500		177018890-1		1/20/2036	500,000.00	500,000.00	301,717.28	301,717.28	274,789.79	274,789.79
GNM2	GNMA2 POOL MA7107						1/1/2021	500,000.00	100.00%	316,461.86		628.58	275,416.37
D02/02							AFS						
GNMA	36202ERL5		5.000		185171012-1		3/20/2023	500,000.00	500,000.00	92.96	92.96	92.10	92.10
GNM2	GNMA2 POOL 4091						3/1/2008	92.96	100.00%	93.00		0.39	92.49
D02/02							AFS						
GNMA	3620A9QG9		3.500		185171527-1		9/15/2024	750,000.00	750,000.00	12,208.78	12,208.78	11,903.06	11,903.06
GNMA	GNMA POOL 733255						9/1/2009	12,208.78	100.00%	12,345.47		35.61	11,938.67
D02/02							AFS						
GNMA	3620AR8B9		3.500		185171588-1		5/15/2025	1,000,000.00	1,000,000.00	25,023.76	25,023.76	24,004.99	24,004.99
GNMA	GNMA POOL 737260						5/1/2010	25,023.76	100.00%	25,262.74		72.99	24,077.98
D02/02							AFS						
MBS	3128MDW74		3.500		177039340-1		12/1/2028	1,450,000.00	1,450,000.00	203,680.04	203,680.04	198,675.45	198,675.45
FGLM	FHLMC POOL G14970						12/1/2013	203,680.04	100.00%	212,897.06		594.07	199,269.52
D02/02							AFS						

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

**Pledged Securities Detail
February 28, 2023**

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/Pl	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 FGLM FHLMC POOL G15435		5.000		185145155-1		11/1/2024	557,000.00	557,000.00	27.10	27.10	26.92	26.92
D02/02							5/1/2015	27.10	100.00%	27.39	27.39	0.11	27.03
MBS	3128MMLQ4 FGLM FHLMC POOL G18334		4.500		185145399-1		12/1/2024	1,015,000.00	1,015,000.00	8,026.63	8,026.63	7,932.29	7,932.29
D02/02							12/1/2009	8,026.63	100.00%	8,100.42	8,100.42	30.10	7,962.39
MBS	3128PNBR8 FGLM FHLMC POOL J09948		4.000		185147186-1		7/1/2024	1,300,000.00	1,300,000.00	7,918.43	7,918.43	7,662.90	7,662.90
D02/02							6/1/2009	7,918.43	100.00%	8,001.02	8,001.02	26.39	7,689.29
MBS	3128PQ4E8 FGLM FHLMC POOL J11721		4.500		185147195-1		2/1/2025	1,200,000.00	1,200,000.00	11,153.26	11,153.26	11,232.95	11,232.95
D02/02							2/1/2010	11,153.26	100.00%	11,336.40	11,336.40	41.82	11,274.77
MBS	3128Q0GL5 FGLM FHLMC POOL J19203		4.000		185147609-1		5/1/2027	425,000.00	425,000.00	23,643.20	23,643.20	23,296.71	23,296.71
D02/02							5/1/2012	23,643.20	100.00%	24,342.01	24,342.01	78.81	23,375.52
MBS	31329KRS5 FGLM FHLMC POOL ZA2297		3.000		177051131-1		4/1/2033	1,000,000.00	1,000,000.00	201,990.98	201,990.98	189,119.67	189,119.67
D02/02							9/1/2018	201,990.98	100.00%	192,194.29	192,194.29	504.98	189,624.65
MBS	3132A6S34 FGLM FHLMC POOL ZS7738		2.500		177051143-1		1/1/2031	860,000.00	860,000.00	232,989.32	232,989.32	217,353.46	217,353.46
D02/02							9/1/2018	232,989.32	100.00%	221,697.30	221,697.30	485.39	217,838.85
MBS	3132CWKP8 FGLM FHLMC POOL SB0302		3.000		177046215-1		4/1/2035	810,000.00	810,000.00	409,227.22	409,227.22	384,536.11	384,536.11
D02/02							3/1/2020	409,227.22	100.00%	403,465.02	403,465.02	1,023.07	385,559.18
MBS	3132CWS7 FGLM FHLMC POOL SB0516		2.500		178002051-1		4/1/2036	500,000.00	500,000.00	383,314.15	383,314.15	349,714.29	349,714.29
D02/02							3/1/2021	383,314.15	100.00%	403,157.97	403,157.97	798.57	350,512.86
MBS	3132CWNM3 FGLM FHLMC POOL SB0620		3.500		177041150-1		8/1/2036	400,000.00	400,000.00	347,322.36	347,322.36	334,738.42	334,738.42
D02/02							2/1/2022	347,322.36	100.00%	367,085.96	367,085.96	1,013.02	335,751.44
MBS	31335HYR8 FGLM FHLMC POOL C90720		5.500		185150298-1		10/1/2023	3,250,000.00	3,250,000.00	3,721.35	3,721.35	3,651.37	3,651.37
D02/02							10/1/2003	3,721.35	100.00%	3,744.25	3,744.25	17.06	3,668.43

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

**Pledged Securities Detail
February 28, 2023**

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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 Interest	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Par Value	Carrying Value	Market Value
MBS	3133LPU55		1.500		177041020-1		3/1/2032	500,000.00	500,000.00	435,793.09	381,959.57	381,959.57
FGLM	FHLMC POOL RD5081						2/1/2022	435,793.09	100.00%	430,412.21	544.74	382,504.31
D02/02							AFS					
MBS	31371LQY8		5.000		185155978-1		6/1/2024	500,000.00	500,000.00	1,493.25	1,473.33	1,473.33
FNMA	FNMA POOL 255271						5/1/2004	1,493.25	100.00%	1,491.15	6.22	1,479.55
D02/02							AFS					
MBS	31375HAP9		4.302		185156211-1		2/1/2026	1,000,000.00	1,000,000.00	451.30	448.70	448.70
FNMV	FNMA ARM POOL 334914						1/1/1996	451.30	100.00%	452.19	1.62	450.32
D02/02							AFS					
MBS	3138AMK38		4.500		185159473-1		7/1/2026	500,000.00	500,000.00	29,808.54	29,546.11	29,546.11
FNMA	FNMA POOL AI7513						7/1/2011	29,808.54	100.00%	30,459.60	111.78	29,657.89
D02/02							AFS					
MBS	3138EJLQ9		4.000		185159924-1		7/1/2027	443,000.00	443,000.00	27,145.71	26,959.18	26,959.18
FNMA	FNMA POOL AL2134						7/1/2012	27,145.71	100.00%	27,857.95	90.49	27,049.67
D02/02							AFS					
MBS	3138EKRM9		3.500		185160071-1		2/1/2028	500,000.00	500,000.00	36,231.85	35,060.83	35,060.83
FNMA	FNMA POOL AL3191						2/1/2013	36,231.85	100.00%	37,181.98	105.68	35,166.51
D02/02							AFS					
MBS	3138EKVV4		2.500		185160087-1		4/1/2023	525,000.00	525,000.00	9.28	8.63	8.63
FNMA	FNMA POOL AL3327						3/1/2013	9.28	100.00%	9.28	0.02	8.65
D02/02							AFS					
MBS	3138EKX75		5.500		177039339-1		2/1/2034	2,000,000.00	2,000,000.00	294,586.18	303,025.66	303,025.66
FNMA	FNMA POOL AL3401						3/1/2013	294,586.18	100.00%	328,030.93	1,350.19	304,375.85
D02/02							AFS					
MBS	3138EKXJ9		5.500		177039338-1		1/1/2034	2,000,000.00	2,000,000.00	234,213.44	240,918.59	240,918.59
FNMA	FNMA POOL AL3380						3/1/2013	234,213.44	100.00%	259,589.52	1,073.48	241,992.07
D02/02							AFS					
MBS	3138ELYF4		4.000		185160221-1		10/1/2028	1,000,000.00	1,000,000.00	68,964.60	67,777.18	67,777.18
FNMA	FNMA POOL AL4309						10/1/2013	68,964.60	100.00%	71,024.44	229.88	68,007.06
D02/02							AFS					
MBS	3138EMCY5		4.000		185160242-1		2/1/2027	575,000.00	575,000.00	27,011.79	26,621.69	26,621.69
FNMA	FNMA POOL AL4586						12/1/2013	27,011.79	100.00%	27,738.92	90.04	26,711.73
D02/02							AFS					

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

Pledged Securities Detail
February 28, 2023

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/Pl	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
										Book Value	Par Value			
MBS	3138EMPD7		3.500		184006560-1		3/1/2029	2,000,000.00	631,641.94	87,891.09	83,816.25		83,816.25	
FNMA	FNMA POOL AL4919						2/1/2014	278,294.04	31.58%	91,867.40	256.35		84,072.60	
D02/02							AFS							
MBS	3138EQ5H1		3.500		176002956-1		11/1/2030	1,050,000.00	1,050,000.00	252,485.07	240,729.38		240,729.38	
FNMA	FNMA POOL AL8047						1/1/2016	252,485.07	100.00%	266,800.39	736.41		241,465.79	
D02/02							AFS							
MBS	3138WDU82		3.000		178000698-1		1/1/2030	1,160,000.00	1,160,000.00	152,750.82	146,904.55		146,904.55	
FNMA	FNMA POOL AS4206						12/1/2014	152,750.82	100.00%	159,042.18	381.88		147,286.43	
D02/02							AFS							
MBS	3140FBGJ3		2.000		177051139-1		7/1/2031	1,375,000.00	1,375,000.00	343,725.09	316,583.48		316,583.48	
FNMA	FNMA POOL BD3800						7/1/2016	343,725.09	100.00%	324,973.49	572.88		317,156.36	
D02/02							AFS							
MBS	3140J5EA3		2.500		177039342-1		12/1/2029	1,750,000.00	1,750,000.00	314,991.23	290,297.22		290,297.22	
FNMA	FNMA POOL BM1028						3/1/2017	314,991.23	100.00%	322,336.83	656.23		290,953.45	
D02/02							AFS							
MBS	3140J5EA3		2.500		185164038-1		12/1/2029	300,000.00	300,000.00	53,998.50	49,765.24		49,765.24	
FNMA	FNMA POOL BM1028						3/1/2017	53,998.50	100.00%	54,169.06	112.50		49,877.74	
D02/02							AFS							
MBS	3140QGJ99		2.500		177034617-1		12/1/2035	500,000.00	500,000.00	364,250.57	334,100.18		334,100.18	
FNMA	FNMA POOL CA8387						12/1/2020	364,250.57	100.00%	382,447.65	758.86		334,859.04	
D02/02							AFS							
MBS	3140X9CH6		2.500		199000173-1		12/1/2035	465,000.00	465,000.00	342,896.31	314,482.17		314,482.17	
FNMA	FNMA POOL FM5471						12/1/2020	342,896.31	100.00%	359,395.64	714.37		315,196.54	
D02/02							AFS							
MBS	3140X9LK9		3.000		177020855-1		1/1/2041	500,000.00	500,000.00	287,024.00	257,871.63		257,871.63	
FNMA	FNMA POOL FM5729						1/1/2021	287,024.00	100.00%	303,993.65	717.56		258,589.19	
D02/02							AFS							
MBS	31412P2K6		4.500		185164602-1		7/1/2024	2,900,000.00	2,900,000.00	16,864.63	16,719.59		16,719.59	
FNMA	FNMA POOL 931478						6/1/2009	16,864.63	100.00%	17,048.61	63.24		16,782.83	
D02/02							AFS							
MBS	31417SAL4		4.500		185165282-1		10/1/2024	2,040,000.00	2,040,000.00	20,641.92	20,053.59		20,053.59	
FNMA	FNMA POOL AC5410						10/1/2009	20,641.92	100.00%	20,919.83	77.41		20,131.00	
D02/02							AFS							

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

**Pledged Securities Detail
February 28, 2023**

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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		Market Value Collateral Value
										Par Value Book Value	Carrying Value Interest Rec	
MBS	31418AAC2 FNMA POOL MA0902	3.000			185165786-1		10/1/2026 10/1/2011	1,000,000.00	1,000,000.00	31,203.91	28,860.83	28,860.83
D02/02							AFS	31,203.91	100.00%	31,449.01	78.01	28,936.84
MBS	31418AKN7 FNMA POOL MA1200	3.000			177011537-1		10/1/2032 9/1/2012	800,000.00	800,000.00	121,248.61	113,876.30	113,876.30
D02/02							AFS	121,248.61	100.00%	127,251.89	303.12	114,179.42
MBS	31418AQY7 FNMA POOL MA1370	2.500			185166318-1		3/1/2023 2/1/2013	500,000.00	500,000.00	24.09	22.40	22.40
D02/02							AFS	24.09	100.00%	24.09	0.05	22.45
MBS	31418AVK1 FNMA POOL MA1517	3.000			177039341-1		7/1/2028 6/1/2013	1,000,000.00	1,000,000.00	139,575.56	133,018.83	133,018.83
D02/02							AFS	139,575.56	100.00%	142,964.31	348.94	133,367.77
MBS	31418AYS1 FNMA POOL MA1620	2.500			185166625-1		10/1/2023 9/1/2013	587,000.00	587,000.00	5,499.61	5,159.53	5,159.53
D02/02							AFS	5,499.61	100.00%	5,507.52	11.46	5,170.99
MBS	31418B5R3 FNMA POOL MA2655	4.000			177020853-1		6/1/2036 5/1/2016	410,000.00	410,000.00	96,007.95	92,911.54	92,911.54
D02/02							AFS	96,007.95	100.00%	102,605.12	320.03	93,231.57
MBS	31418DRM6 FNMA POOL MA4091	2.000			177046216-1		8/1/2030 7/1/2020	610,000.00	610,000.00	290,009.81	263,564.51	263,564.51
D02/02							AFS	290,009.81	100.00%	280,569.59	483.35	264,047.86
MBS	31418DT77 FNMA POOL MA4173	2.000			177023307-1		11/1/2030 10/1/2020	771,122.00	771,122.00	432,705.41	393,207.58	393,207.58
D02/02							AFS	432,705.41	100.00%	446,006.85	721.18	393,928.76
MBS	31418DZ96 FNMA POOL MA4367	1.500			184010674-1		6/1/2031 5/1/2021	500,000.00	500,000.00	367,942.77	331,233.82	331,233.82
D02/02							AFS	367,942.77	100.00%	374,748.14	459.93	331,693.75
MBS	31418EA83 FNMA POOL MA4530	1.500			177048016-1		2/1/2032 1/1/2022	179,142.00	167,163.35	143,039.04	126,598.55	126,598.55
D02/02							AFS	153,288.98	93.31%	135,088.29	178.80	126,777.34
MUNI	25687CAZ1 DOUGLAS CNTY NEB S&I #540	2.250	NE		177039343-1	Cont	1/1/2034 1/5/2022	120,000.00	120,000.00	120,000.00	103,776.00	103,776.00
GO						100.000	AFS	120,000.00	100.00%	120,000.00	450.00	104,226.00

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

**Pledged Securities Detail
February 28, 2023**

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/Pl	CUSIP Description S&P	Rate	Moody	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Market Value Collateral Value
										Par Value	Carrying Value	
MUNI	259290EB6 DOUGLAS CNTY NE SAN & IMPT DIS	3.100		NE	185142828-1	Contn 3/1/2023	8/15/2030	150,000.00	150,000.00	150,000.00	144,045.00	144,045.00
D02/02						100.000	AFS	150,000.00	100.00%	150,000.00	206.67	144,251.67
MUNI	259292CS7 DOUGLAS CNTY SAN IMPT DIST 427	2.700		NE	185142831-1	Contn 3/1/2023	11/15/2026	280,000.00	280,000.00	280,000.00	271,118.40	271,118.40
D02/02						100.000	AFS	280,000.00	100.00%	280,000.00	2,226.00	273,344.40
MUNI	259305DT4 DOUGLAS CNTY NEB S&I #499	2.500		NE	178003667-1	Cont 3/1/2027	3/1/2036	150,000.00	150,000.00	150,000.00	123,427.50	123,427.50
D02/02						100.000	AFS	150,000.00	100.00%	150,000.00	1,875.00	125,302.50
MUNI	25930TBJ6 DOUGLAS CNTY NEB SANI & #421	2.900		NE	184003054-1	Cont 5/15/2025	11/15/2036	50,000.00	50,000.00	50,000.00	48,614.50	48,614.50
D02/02						100.000	AFS	50,000.00	100.00%	50,000.00	426.94	49,041.44
MUNI	25931BEG7 DOUGLAS CNTY NEB SAN & IMPT DI	2.750		NE	184010678-1	Cont 5/1/2026	5/1/2035	175,000.00	175,000.00	175,000.00	150,680.25	150,680.25
D02/02						100.000	AFS	175,000.00	100.00%	175,000.00	1,604.17	152,284.42
MUNI	25931LCN2 DOUGLAS CNTY NE SAN & IMPT	2.700		NE	185142862-1	Contn 3/1/2023	11/15/2028	170,000.00	170,000.00	170,000.00	162,355.10	162,355.10
D02/02						100.000	AFS	170,000.00	100.00%	170,000.00	1,351.50	163,706.60
MUNI	25931YBN1 DOUGLAS CNTY NE SAN & IMPT	3.500		NE	185142866-1	Contn 3/1/2023	8/15/2032	50,000.00	50,000.00	50,000.00	46,191.50	46,191.50
D02/02						100.000	AFS	50,000.00	100.00%	50,000.00	77.78	46,269.28
MUNI	25931YCF7 DOUGLAS CNTY NEB SAN #471	2.350		NE	177020849-1	Cont 2/15/2026	8/15/2035	100,000.00	100,000.00	100,000.00	83,304.00	83,304.00
D02/02						100.000	AFS	100,000.00	100.00%	100,000.00	104.44	83,408.44
MUNI	25933BEB6 DOUGLAS CNTY NEB SAN & IMPT DI	3.000		NE	184003099-1	Cont 5/15/2025	11/15/2035	150,000.00	150,000.00	150,000.00	140,725.50	140,725.50
D02/02						100.000	AFS	150,000.00	100.00%	150,000.00	1,325.00	142,050.50
MUNI	25936RBY1 DOUGLAS CNTY NEB S&I #537	2.400		NE	177039345-1	Cont 1/15/2027	1/15/2039	150,000.00	150,000.00	150,000.00	115,549.50	115,549.50
D02/02						100.000	AFS	150,000.00	100.00%	150,000.00	460.00	116,009.50
MUNI	373807CE4 GERING NEB COMBINED UTILS REV	1.850		NE	184010461-1	Cont 4/29/2026	12/15/2035	100,000.00	100,000.00	100,000.00	83,788.00	83,788.00
D02/02						100.000	AFS	100,000.00	100.00%	100,000.00	390.56	84,178.56

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

Pledged Securities Detail
February 28, 2023

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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		Market Value Collateral Value
										Par Value Book Value	Carrying Value Interest Rec	
MUNI	406036HN6		2.400	NE	185176896-1	Contn	12/15/2024	100,000.00	100.00%	100,000.00	98,594.00	98,594.00
GO	HALL CNTY NE SCD #2 GRAND IS					3/1/2023	2/9/2015	100,000.00	100.00%	100,000.00	506.67	99,100.67
D02/02						100.000	AFS					
MUNI	497593DJ9		4.000	IA	177032959-1	Cont	6/1/2034	365,000.00	365.000%	365,000.00	381,286.30	381,286.30
GMCP	KIRKWOOD CMNTY COLLEGE IOWA CT					6/1/2029	3/23/2020	365,000.00	100.00%	423,967.72	3,650.00	384,936.30
D02/02	AA					100.000	AFS					
MUNI	505318QS7		2.650	NE	185179244-1	Contn	11/15/2024	115,000.00	115.000%	115,000.00	113,637.25	113,637.25
GO	LA VISTA NE					3/1/2023	12/31/2014	115,000.00	100.00%	115,000.00	897.32	114,534.57
D02/02						100.000	AFS					
MUNI	57973FDD8		3.150	NE	185181069-1	Contn	12/15/2030	100,000.00	100.000%	100,000.00	99,251.00	99,251.00
REV	MCCOOK NE PUBLIC PWR DIST					3/1/2023	8/9/2017	100,000.00	100.00%	100,000.00	665.00	99,916.00
D02/02						100.000	AFS					
MUNI	652810G22		3.000	IA	182011996-1	Cont	6/1/2033	185,000.00	185.000%	185,000.00	184,507.90	184,507.90
GO	NEWTON IOWA					6/1/2029	4/20/2022	185,000.00	100.00%	190,316.45	1,387.50	185,895.40
D02/02	AA					100.000	AFS					
MUNI	71366VKE9		1.800	NE	177020856-1	Cont	12/15/2036	210,000.00	210.000%	210,000.00	170,559.90	170,559.90
REV	PERENNIAL PUB PWR DIST NEB ELE					2/17/2026	2/17/2021	210,000.00	100.00%	210,000.00	798.00	171,357.90
D02/02						100.000	AFS					
MUNI	80373YER3		2.800	NE	182012079-1	Cont	10/15/2035	150,000.00	150.000%	150,000.00	127,158.00	127,158.00
GO	SARPY CNTY NEB S&I #158					4/15/2027	4/19/2022	150,000.00	100.00%	150,000.00	1,586.67	128,744.67
D02/02						100.000	AFS					
MUNI	80376DCN7		3.250	NE	185187210-1	Contn	10/15/2023	200,000.00	200.000%	200,000.00	199,770.00	199,770.00
GO	SARPY CNTY NE SAN & IMPT DIST					3/1/2023	10/15/2012	200,000.00	100.00%	200,000.00	2,455.56	202,225.56
D02/02						100.000	AFS					
MUNI	80377BKT8		2.350	NE	184010680-1	Cont	8/15/2034	180,000.00	180.000%	180,000.00	156,321.00	156,321.00
GO	SARPY CNTY NEB S&I DIST #264					5/3/2026	5/3/2021	180,000.00	100.00%	180,000.00	188.00	156,509.00
D02/02						100.000	AFS					
MUNI	80377TBE2		2.800	NE	185187220-1	Contn	11/15/2028	85,000.00	85.000%	85,000.00	81,601.70	81,601.70
GO	SARPY CNTY NE SAN & IMPT DIST					3/1/2023	11/15/2016	85,000.00	100.00%	85,000.00	700.78	82,302.48
D02/02						100.000	AFS					
MUNI	80377TBF9		2.900	NE	185187221-1	Contn	11/15/2029	85,000.00	85.000%	85,000.00	82,366.70	82,366.70
GO	SARPY CNTY NE SAN & IMPT DIST					3/1/2023	11/15/2016	85,000.00	100.00%	85,000.00	725.81	83,092.51
D02/02						100.000	AFS					

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

Pledged Securities Detail
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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		Market Value Collateral Value
										Par Value	Carrying Value	
MUNI	80378TEW8		3.850	NE	185187230-1	Contn	10/15/2033	85,000.00	85,000.00	85,000.00	80,178.80	80,178.80
GO	SARPY CNTY NE SAN & IMPT DIST					4/15/2023	4/15/2018	85,000.00	100.00%	85,000.00	1,236.28	81,415.08
D02/02						100.000	AFS					
MUNI	80379AEF5		2.700	NE	177011631-1	Cont	8/15/2038	290,000.00	290,000.00	290,000.00	227,931.30	227,931.30
GO	SARPY CNTY NEB SAN & IMPT #243					8/15/2025	8/19/2020	290,000.00	290,000.00	290,000.00	348.00	228,279.30
D02/02						100.000	AFS					
MUNI	80379KEN6		2.300	NE	177018881-1	Cont	12/15/2034	50,000.00	50,000.00	50,000.00	41,791.50	41,791.50
GO	SARPY CNTY NEB SAN & IMPT #272					12/15/2025	1/1/2021	50,000.00	100.00%	50,000.00	242.78	42,034.28
D02/02						100.000	AFS					
MUNI	810140LP6		2.550	NE	182012068-1	Cont	1/15/2034	250,000.00	250,000.00	250,000.00	232,652.50	232,652.50
GO	SCOTTS BLUFF CNTY NEB					4/21/2027	4/21/2022	250,000.00	250,000.00	250,000.00	814.58	233,467.08
D02/02						100.000	AFS					
MUNI	81847ELK0		2.350	NE	185187545-1	Contn	12/15/2023	95,000.00	95,000.00	95,000.00	93,782.10	93,782.10
GO	SEWARD NE					3/1/2023	5/18/2012	95,000.00	95,000.00	95,000.00	471.31	94,253.41
D02/02						100.000	AFS					
MUNI	818480BF1		3.550	NE	185187553-1	Contn	1/15/2024	25,000.00	25,000.00	25,000.00	25,005.25	25,005.25
REV	SEWARD NEB ARPT AUTH					3/1/2023	9/1/2011	25,000.00	100.00%	25,000.00	113.40	25,118.65
D02/02						100.000	AFS					
MUNI	818483FG9		2.450	NE	185187557-1	Contn	2/15/2028	150,000.00	150,000.00	150,000.00	144,381.00	144,381.00
REV	SEWARD NE ELEC REV					3/1/2023	6/15/2016	150,000.00	150,000.00	150,000.00	163.33	144,544.33
D02/02						100.000	AFS					
MUNI	886094CD1		2.500	NE	184003102-1	Cont	12/15/2035	200,000.00	200,000.00	200,000.00	169,938.00	169,938.00
GO	THURSTON CNTY NEB					5/28/2025	5/28/2020	200,000.00	200,000.00	197,444.96	1,055.56	170,993.56
D02/02						100.000	AFS					
TAX	534239FX1		3.000	NE	177045043-1		7/15/2026	100,000.00	100,000.00	100,000.00	95,506.00	95,506.00
TAXGO	LINCOLN NEB						8/20/2020	100,000.00	100.00%	100,000.00	383.33	95,889.33
D02/02	AAA						AFS					
TAX	61778RBT8		1.937	NE	177020846-1	Cont	12/1/2031	210,000.00	210,000.00	210,000.00	165,072.60	165,072.60
TAXGO	MORRILL CNTY NEB SCH DIST #63					12/1/2025	2/25/2021	210,000.00	210,000.00	210,000.00	1,016.93	166,089.53
D02/02	AA	A3				100.000	AFS					
TAX	68189TBA3		6.400	NE	185184294-1		2/1/2026	45,000.00	35,000.00	35,000.00	34,835.85	34,835.85
TAXREV	OMAHA NEB SPL OBLIG						3/25/2008	45,000.00	77.78%	35,000.00	186.67	35,022.52
D02/02	AA+	Aa3					AFS					

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

**Pledged Securities Detail
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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	Par Value Book Value		
TD	02007GXG3 ALLY BANK CD		3.450		177049880-1		8/4/2026	245,000.00	245,000.00	245,000.00	245,000.00	245,000.00	245,000.00
D02/02							AFS	245,000.00	100.00%	245,000.00	578.94	245,578.94	
TD	02589AC42 AMERICAN EXPR NATL BK CD		2.650		182012070-1		4/6/2027	245,000.00	245,000.00	245,000.00	245,000.00	245,000.00	245,000.00
D02/02							AFS	245,000.00	100.00%	245,000.00	2,597.00	247,597.00	
TD	89235MNH0 TOYOTA FINANCIAL SGS BK CD		3.200		177046219-1		5/17/2027	245,000.00	245,000.00	245,000.00	245,000.00	245,000.00	245,000.00
D02/02							AFS	245,000.00	100.00%	245,000.00	2,233.86	247,233.86	
TRSY	91282CDO1 U.S. TREASURY NOTE		1.250		177038199-1		12/31/2026	250,000.00	250,000.00	250,000.00	223,125.00	223,125.00	223,125.00
D02/02	AA+						AFS	250,000.00	100.00%	249,727.31	517.96	223,642.96	
CITY OF SEWARD								54,651,927.29		13,856,633.42	12,831,503.20	12,831,503.20	12,831,503.20
										14,035,422.74	53,661.29	12,885,164.49	12,885,164.49

CASH IN BANK \$10,240,041.66

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3. Claims & Payables Reports

CLAIMS LIST

3-21-23

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	302.70
911 Custom	EQ	1,566.00
AKRS Equipment Inc	SU	1,148.78
Allegiant Utility Service	MS	49.66
Amazon Business	SU	645.07
Aqua-Chem Inc	MA	715.00
Badger Meter	SE	215.61
Baker & Taylor	SU	2,203.61
Baker Andrew	MC	25.00
Bergantzel Allen	MC	1,200.00
Bizco Technologies	IT	8,895.98
Black Hills Energy	UT	2,700.30
Blue Valley Public Safety	OP	5,208.38
Burlington Northern Santa	MC	769.93
Callaway Golf	MH	4,608.61
Campbell Cleaning	SE	350.00
Capital Business-Cheyenne	MS	153.41
City Seward Library Petty	PO	196.50
City Seward Merchant Serv	SE	2,919.40
City Seward Payroll Accou	SA	175,852.45
City Seward Perpetual Fd	SL	450.00
Damman Greg	MC	1,200.00
Demco Inc	SU	311.30
Electronic Contracting Co	MS	81.00
Exchange Bank	FA	3,300.00
Farmers Coop Seward	GS	8,521.13
Fastenal Company	BU	423.50
Firstar Fiber Inc	SE	184.56
G & P Development Landfil	SE	21.58
Galls LLC	UN	450.02
Gehring Construction	CI	126,307.15
GPM	OP	1,142.40
Great Plains Communicatio	SE	490.00
Hach Company	OP	4,743.16
Hamilton Equip Company	RE	86.02
Hoopla/Midwest Tape	MS	1,000.00
Husker Electric Supply Co	SU	3,590.49
Hydraulic Equipment	RE	171.01
Jarzynka Kelly	MC	17.00

JEO Consulting Group	SE	2,640.00
Johnson Controls Inc	BU	1,965.42
Jones Bank	FA	13,760.00
Lee'S Refrigeration	BU	660.00
Mailand'S Clothing	UN	36.00
Memorial Health Care Syst	SE	1,007.60
Memorial Health-Drug	SE	35.00
Menards North	SU	76.48
Menards South	BU	268.48
Metering & Technology Sol	RE	2,405.27
Mid-American Benefits Inc	BE	266.14
Midwest Auto Parts	OP	631.88
Midwest Automotive Inc	RE	409.26
Midwest Laboratories Inc	MA	850.64
Midwest Service & Sales	RE	163.80
Municipal Supply Omaha	RE	2,440.04
N M C Exchange Inc	EQ	812.05
Nebraska Dept Env/Energy	TG	50.00
Nebraska Door & Window	BU	481.68
Nebraska Equipment Inc	MC	1,120.00
Nebraska Pub Pow-Desmoine	UT	498,956.91
Nebraska Treasurer	OP	15.86
Nifco Mechanical Systems	BU	200.00
Norris Public Power Distr	UT	693.00
Odeys Inc	SU	1,314.80
One Call Concepts Inc	SE	121.44
One Source Background Che	SE	87.00
O'Reilly Automotive Inc	SU	38.76
Orscheln Farm & Home	GU	306.32
Overdrive Inc	MS	1,000.00
Pac 'N' Save Discount Foo	ML	3,024.38
Paper Tiger Shredding	SE	60.00
Pavers Inc	CI	1,107.54
Quality Brands Of Lincoln	SU	219.70
Quill Corp	SU	132.27
Riverside Portables Llc	SE	120.00
Sayre Chris	SE	100.00
Seward County Chamber & D	RI	154.45
Seward County Clerk/Reg D	SE	1.50
Seward County Independent	PU	1,805.22
Seward County Treasurer	SE	19,433.67
Seward Lumber & Home Cent	SU	697.67
Seward Public Schools	MC	702.35
Seward Wind LLC	UT	47,075.39
Teledyne Instruments Inc	RE	1,054.34
Verizon Wireless	SE	352.27
Vessco Inc	OP	2,619.52
Visa - Pinnacle Bank		941.23
Accucut	SU	157.50
Amazon	MS	79.00

Collaborative Summer	MS	132.25	
Harlequin	SU	63.37	
Humanities NE	SE	150.00	
Nextlink	SE	115.00	
Sam's Club	SU	130.29	
SP Bakken Books	SU	97.71	
Zoom	MC	16.11	
Voehl Cindy	MI		13.10
Wesco Distribution Inc	IV		3,842.40
White Cap	SU		170.00
Windstream Nebraska Inc	SE		1,736.73
	CLAIMS TOTAL		\$980,394.27

4. Police Department Report



City of Seward Police Department

Monthly Statistics February 2023

Service Calls	487
Accidents	9
Arrests	5
Citations	14
Warnings	73
Parking Tickets	27

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

5. Draft Minutes of March 7, 2023, City Council Meeting

March 7, 2023

The Seward City Council met at 7:02 p.m. on Tuesday, March 7, 2023, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Megan Kahler, Jessica Kolterman, Karl Miller, John Singleton, Tatum Tonniges, Matt Stryson, Rich Wergin, Jonathon Wilken. Councilmembers Absent: None. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, Building/Zoning & Code Enf. Director Tim Dworak, Street Superintendent Bob Miers, City Engineer Mike Oneby, and Chief of Police Brian Peters.

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

CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Report (totaling \$360,670.22)
2. Seward County Chamber & Development Partnership Report
3. Draft Minutes of February 21, 2023, Council Meeting
4. Mayor Appointments to Various Boards and Committees:
 - a. Appoint Jill Martin (replaces Megan Kahler) to the Community Redevelopment Authority (CRA) for Remainder of Term

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

Nay: None. Absent: None. Motion carried.

ADMINISTRATIVE ITEMS

1. CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH DAVIS DESIGN FOR DESIGN SERVICES RELATED TO THE SEWARD VOLUNTEER FIRE DEPARTMENT LOCATION

Assistant Fire Chief Dan Brumm indicated the design services would include consideration of station expansion to the lot north of the existing fire station as well as the possibility of museum space.

Councilmember Singleton moved, seconded by Councilmember Kolterman to approve the professional services agreement with Davis Design as presented.

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

Nay: None. Absent: None. Motion carried.

2. CONSIDERATION OF THE SPEED BUMP ON E SEWARD STREET

City Administrator Butcher noted that Administration had received a petition from residents of the Ridge Run neighborhood to consider removal of the speed bump on E Seward Street. The petition garnered 140 signatures. Mayor Eickmeier identified that the City does not have a formal petition process, and that a petition may be considered at the discretion of Mayor and City Administration. Mayor Eickmeier allowed for interested residents to place public comment, with the following residents speaking on the matter:

Doug Theobald, 142 Goldenrod Lane - noted he was representing the Ridge Run neighborhood and their objective was to have the speed bump removed due to the poor precedent placement of the bump set, difficulty in traversing the bump in adverse conditions, and disagreement the street was more dangerous than others.

Marcia Karel, 194 E Seward Street – noted she was representing the E Seward neighborhood and they believe the speed bump has greatly increased neighborhood safety over the last year, and that the narrowness of street makes speed bump effective traffic control with only a minor nuisance to the traveler.

Joe Mazurek – 140 E Seward Street – spoke in support of keeping the speed bump.

Emily O'Brien – 236 E Seward Street – spoke in support of keeping the speed bump.

Leann Lowther – 214 E Seward Street – spoke in support of keeping the speed bump.

Luke Brees – 141 E Seward Street – spoke in support of keeping the speed bump.

Tom O'Brien – 236 E Seward Street – spoke in support of keeping the speed bump.

Kim Clark – 100 Goldenrod Lane – spoke against keeping the speed bump.

Francis Swain – 142 Ridge Run – spoke against keeping the speed bump.

Mayor Eickmeier queried City Engineer Oneby about the city code as it relates to traffic counts for

March 7, 2023

designation of a type of street, specifically collector street. Mr. Oneby responded that this designation allows for 250-1,000 vehicles in the average daily traffic count. He noted the State had designated E Seward Street as 'collector' and to change the designation, the City would have to undergo an appeals process. Councilmember Miller inquired as to the purpose of a collector street in the movement of traffic. Mr. Oneby responded a collector street is designed to connect residential neighborhoods to downtown business districts, schools, and major arterial routes.

Councilmember Kolterman queried Chief of Police Peters as to accident data or dangerous factors for the location in question. Chief Peters reported that there had been no accidents reported at the current site of the speed bump and no specific concerns for traffic safety.

Councilmember Miller stated that he is in favor of removal of the speed bump due to the designation of the street as a 'collector' road, which has an objective to move and not impede traffic. Councilmember Wilken expressed his support to remove the speed bump because the precedent the petition had set in requesting of traffic control.

Councilmember Miller moved, seconded by Councilmember Wilken, to remove the speed bump placed on E Seward Street near the Lindell Avenue intersection.

Aye: Kahler, Kolterman, Miller, Singleton, Stryson, Tonniges, Wilken.

Nay: Wergin. Absent: None. Motion carried.

3. CONSIDERATION OF A VOLUNTARY ANNEXATION OF PART OF LOT 1, BLOCK 5, PRAIRIE VIEW ADDITION AND A PORTION OF SUNFLOWER AVENUE (SECOND READING)

The title was read by the Mayor for a second time with final consideration to come at the March 21st meeting.

4. RECOMMEND CHRISTOPHER SIECK AS MANAGER OF CASEY'S GENERAL STORE #2730, 2605 PROGRESSIVE ROAD, RETAIL CLASS D LIQUOR LICENSE

Councilmember Singleton moved, seconded by Councilmember Stryson, to approve the recommendation of Christopher Sieck as manager of Casey's General Store #2730 as presented.

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

Nay: None. Absent: None. Motion carried.

5. UPDATE ON THE WELLNESS CENTER

City Administrator Greg Butcher updated that the Committee had recently been considering the building orientation, platting of land, and had interviewed the top three scoring firms for the construction-manager-at-risk RFP. The top scoring firm was Sampson Construction; therefore, it is the Committee's recommendation to begin negotiations with an agreement to be presented at a future meeting.

Jake Kulhanek, Project Manager from Sampson Construction, expressed his excitement as a local resident to be involved in the project and to build a great facility for all users.

A. AUTHORIZATION TO NEGOTIATE A CONTRACT FOR CONSTRUCTION-MANAGER-AT-RISK WITH SAMPSON CONSTRUCTION

Councilmember Stryson moved, seconded by Councilmember Kolterman, to authorize the negotiation of a contract for construction-manager-at-risk services with Sampson Construction.

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

Nay: None. Absent: None. Motion carried.

CITY ADMINISTRATOR'S REPORT

Councilmember Kolterman moved, seconded by Councilmember Wergin, that City Administrator Butcher's report of March 7, 2023, be accepted.

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

Nay: None. Absent: None. Motion carried.

CITY ADMINISTRATOR'S REPORT

Councilmember Singleton – Commercial burn site fees

UPCOMING EVENTS

April 15th – Seward County Clean-up Day

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Kolterman, that the March 7, 2023, City

March 7, 2023

Council Meeting be adjourned.

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

Nay: None. Absent: None. Motion carried.

Adjourned approximately 8:26 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Consideration of a Special Use Permit for an Applicant Located at 1416 Eastridge Avenue to Allow an In-Home Preschool for More than Six Persons - Building/Zoning & Code Enf. Director Dworak

March 21, 2023

City of Seward
Attn: City Council
537 Main St.
Seward, NE 68434



RE: Support Letter for Stacey Piskorski's In-Home Childcare Business

Dear Seward City Council,

The Seward County Chamber & Development Partnership (SCCDP) is the sole combined chamber of commerce and economic development organization in Seward County with a standing membership of approximately 280 public and private sector businesses. A core component of our current strategic plan is to lead long-term, progressive community change in the local childcare industry so that every child has an available spot for them at a licensed facility in Seward County.

Seward County is in great need of additional childcare capacity. In collaboration with the Nebraska Children and Families Foundation and their Communities for Kids initiative, SCCDP has documented Seward County's childcare service gap to be about 189 children, surpassing the county's current licensed capacity by approximately 31 percent. These 189 children ages zero to five have no available spot for them in our licensed facilities in the county. Our providers are either at capacity or do not have the workforce necessary to serve more families. According to the Center for American Progress, Seward County is classified as a "childcare desert" (<https://www.americanprogress.org/series/child-care-deserts/>).

Childcare is an economic and workforce development issue. Because Seward County families deal with long waiting lists for openings at childcare facilities, many parents are forced to drive to neighboring cities such as York or Lincoln for this essential amenity, meaning local dollars are leaving Seward County and being spent elsewhere. In SCCDP's discussions with Seward County businesses, recruiters frequently share the negative effects that a lack of childcare availability has on their ability to attract and retain talent. Data from the July 2022 Nebraska Public Power District study, *Economic Impacts of Inadequate Child Care Access – Seward County, Nebraska*, confirms their testimonies. Seward County businesses lose over \$1.5 million each year because of decreased productivity and high employee turnover due to a lack of childcare availability for their workforce. Seward County families are losing even more – about \$2.7 million per year – because they are forced to miss work or reduce their hours due to a lack of available childcare.

Without childcare, small towns across Nebraska are finding it difficult to attract new people, especially young people, to their communities. Seward County needs these individuals to fill local jobs and support our businesses.

Please consider supporting Stacey Piskorski's special use permit to increase the number of licensed childcare spots available in Seward County. Let me know if you have any questions.

Sincerely,

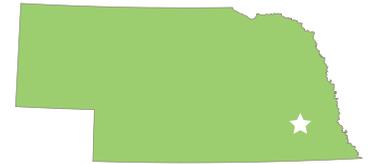
A handwritten signature in black ink that reads "Jonathan Jank".

Jonathan Jank, MBA & IOM
President & CEO

Seward County Chamber & Development Partnership

Seward County, NE

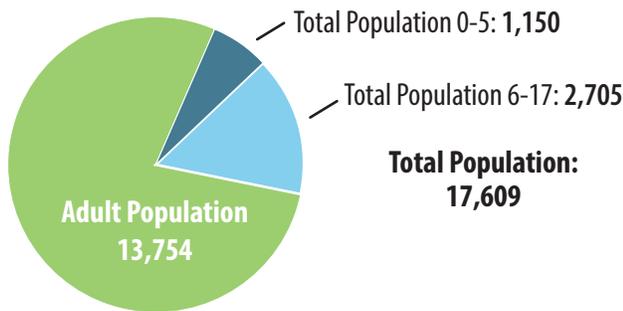
Community Conversation About Early Childhood Programs and Services as of September 2022



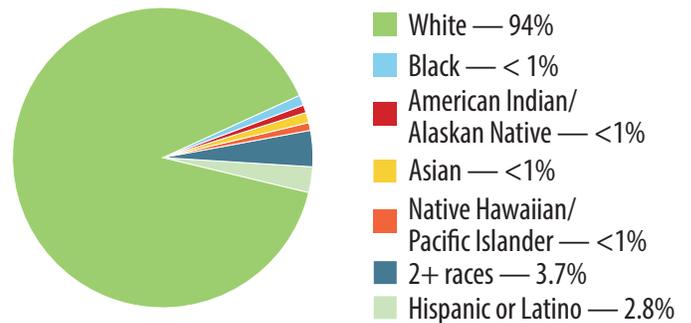
The Communities for Kids initiative was created in response to community requests for assistance with shortages of high-quality early care and education programs — shortages that both impact children’s optimal development and pose a challenge for communities hoping to attract and retain the viable workforces they need to thrive.

Communities for Kids partners with communities’ public and private entities to support and coordinate planning for access to high-quality early care and education for all children birth through age five. These partnerships are customized to address each community’s unique assets and needs — so each community can grow and prosper well into the future.

Population Size



Race and Ethnicity

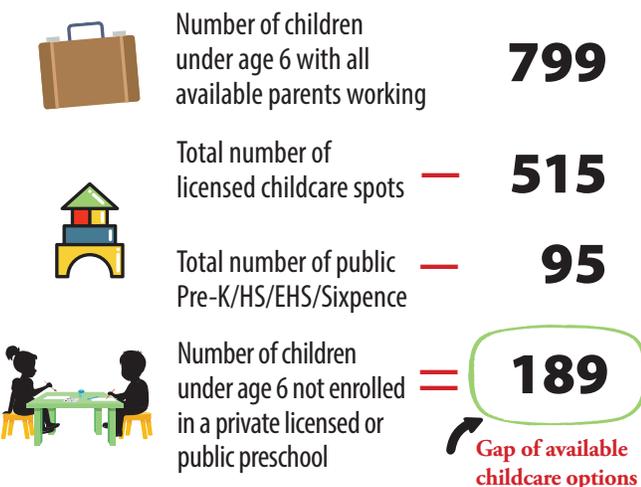


Median Household Income



Estimated per capita income: \$32,367
 Seward County population below poverty level: 7.2%
 Nebraska population below poverty level: 9.2%

Quality Childcare Availability



Public Early Childhood Programs

Public Preschool Capacity	170
Head Start or Early Head Start	20
Total Public Program Numbers (Minus 50% half-day programming)	95

Private Early Childhood Programs

Licensed In-home Childcare Providers	13
Licensed Childcare Centers (Calculated at 75%)	7
Licensed Preschool Providers (Calculated at 50%)	2
Total Capacity	515

Comparison Rates and Outcomes

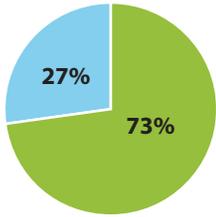
	SEWARD	ALL NEBRASKA
Mobility	8.87%	9.12%
Free/Reduced Lunch	24%	46%
High School Graduation Rate	97%	88%

nep.education.ne.gov

Seward County Early Childhood Quality and Capacity Survey Highlights for Employers – Summer 2022

Important Statistics:

Do you feel that there are enough child care options in your community?



73% said NO

On a scale of 1 to 5, 5 being the most important, how important is reliable child care that does not cause a work disruption to the community?

Weighted average of responses is:
4.6 out of 5

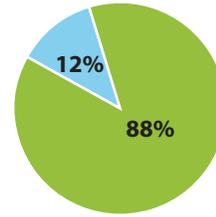


On a scale of 1 to 5, 5 being the most important, what priority would you give high-quality child care availability to the future growth and development of Seward County?

Weighted average of responses is:
4.5 out of 5

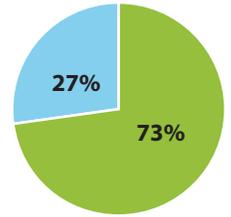


As a family utilizing child care, was it difficult to find child care locally?



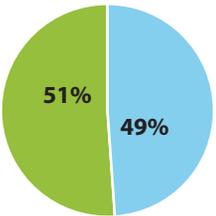
88% said YES

In the last 12 months, has a lack of child care caused you to miss work, be tardy, or cause a distraction at work?



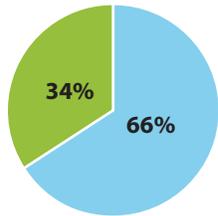
73% said YES

Has child care availability ever affected your ability to accept a position or maintain employment?



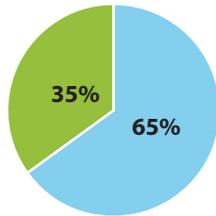
49% said YES

In the last 12 months, has a lack of child care caused your employees to be tardy, miss work, or cause a distraction at work?



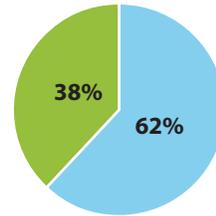
66% said YES

Has child care availability ever affected your ability to attain or retain employees?



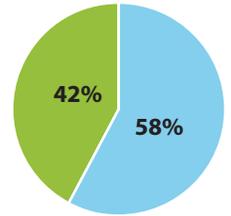
65% said YES

Has child care availability ever affected your ability to hire your candidate of choice?



62% said YES

Are you planning to retire or exit the field in the near future?



58% of Seward County child care providers are planning to retire or exit the field in the next 5 years.

“The options for infant/newborn is almost impossible to the point of being afraid to get pregnant because you won't be able to find affordable and adequate child care while being a working parent(s).”

“I am a mother in Seward county. We have not been able to find the type of child care we want for our girls. My husband takes off work to watch the girls when I go into Lincoln and do my office hours. I would love to work more hours but our children's health and well-being are top priority. I put my career path on hold to stay with them.”

“I have always worked full time and now have to stay home as child care wasn't available in Seward for an infant. In Seward parents have no options... forcing me to stay home.”

“Before and after school child care is needed to support the working families of Seward public and private schools.”

“I recently had to quit my teaching job because child care was too expensive and not of high quality.”

“Quit my job partly due to no child care options.”

March P.C.

PAID
2-13-23



SEWARD

P.O. Box 38 • 537 Main Street
Seward, Nebraska 68434
Phone and TDD 402-643-2928
Fax 402-643-6491

APPLICATION FOR A SPECIAL USE PERMIT

CITY OF SEWARD, SEWARD COUNTY, NEBRASKA

Instructions:

1. Fill out application form completely. Please print or type. Use additional sheets if needed.
2. Filing fee: \$200.00. Notification Fee \$ 100,00 Make check payable to City of Seward.
3. Contact City of Seward Planning & Zoning Director if you have any questions.
4. Submit a list of property owners within 300 feet, prepared by a certified abstractor.

1. Applicant's name: Stacey Piskorski
2. Applicant's address: 1416 Eastridge
Seward, NE ZIP: 68434
3. Telephone (business): _____ (home): 402-641-9628
4. Present use of property: Residential
5. Desired use of property: Preschool Business
6. Present zoning: Residential
7. Legal description of property: _____
Seward Bader-Jirovsky 4th addition block 5 lot 9 EXC N. 2'
8. Under what provisions of the zoning regulations are you seeking this permit?
A special use permit for an in-home preschool of 6+ persons.
Age of Children 3,4, and 5 year olds. There will be no staff.
9. For how many years are you seeking this permit (5 years, 10 years, etc.)? 10 years
10. Explain in detail what you propose to do: _____
I'd like to start an in-home preschool in the basement of our home with 8-12 students
per session.
11. How are adjoining properties used? Indicate both zoning district designations and actual uses.
North: residential South: residential
East: residential West: residential
12. This authorizes the City of Seward Planning and Zoning Director to enter upon the property during normal working hours for the purpose of becoming familiar with the proposed situation. The Director may be accompanied by members the City of Seward Planning Commission or Seward City Council.

Stacey L. Piskorski

Owner's Signature

"Nebraska's Official 4th of July City"

Stacey.piskorski@gmail.com

City of Seward Planning Commission
142 N 7th St, Seward, NE 68434

Staff Report
Tim Dworak, Building/Zoning &
Code Enforcement Director

402-643-2928 opt 3 opt 1

APPLICATION TYPE

Conditional Use permit

FINAL ACTION?

DEVELOPER/OWNER

Stacey Piskorski

PC HEARING DATE

March 13, 2023

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT/USE

1416 Eastridge, R-1, Residential

ADJACENT ZONING DISTRICTS/USE:

North, R-1, Residential – Leon & Gretchen Gebhardt

East, R-1, Residential – Chad & Sheri Fritz

South, R-1, Residential – Gary & Marian Fett

West, R-1, Residential – Stephen & Darlene Furby

BRIEF SUMMARY OF REQUEST

Applicant is seeking a Conditional Use permit to operate an in-home preschool of 6+ persons.



APPLICATION CONTACT

Stacey Piskorski, 402-641-9628

1416 Eastridge, Seward, NE 68434

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

Use type matches the comprehensive plan.

ANALYSIS

Ms. Piskorski wishes to operate an in-home preschool in the basement of her home with 8-12 students participating per session. By the city's definition, preschools are governed by the daycare rules of the city code. Day care services (general) provides care for more than six persons and is regulated by the State of Nebraska. The State of Nebraska requires proof of zoning approval by the local jurisdiction prior to issuing a state license.

Currently no fence is installed, but, in review of the rear yard, 4300 square feet +/- is available to be fenced; the city code and the State of Nebraska require 50 square feet of play area per child be provided. The interior class room space required by the State of Nebraska is 35 square feet per child; the Piskorski's basement has an available space of 775 square feet +/- . There is a patio door exiting the basement to the rear yard. The house has been remodeled due to a fire in 2020, as a result an emergency escape window was added to the basement allowing a second egress should there be an emergency situation.

The city code requires a conditional use permit. The application is required to state the number of children and the ages along with the number of full time and/or part time staff.

The Conditional Use permit will be assigned to Stacey Piskorski and not the property. Should Stacey no longer have an ownership in the property the use would cease to be valid. Any new parties to have ownership in the property wishing to continue the preschool or switch to a daycare would be required to apply for their own Conditional Use permit and come before the Planning Commission and City Council.

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:

0.22 acres or 9601 square feet +/-

LEGAL DESCRIPTION:

Lot 9, except the north two feet thereof, Block 5, Bader-Jirovsky 4th Addition, City of Seward, Seward County, Nebraska. (PID 800076583)

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director

CONDITIONS OF APPROVAL – SPECIAL USE PERMIT # CU23-01

As provided by the City of Seward Unified Land Development Ordinance, Article 44 Administrative Procedures and Penalties, section 410-44.3 Conditional Use Permits, this approval permits the OPERATION OF AN IN-HOME PRESCHOOL OF MORE THAN 6 PERSONS.

SITE SPECIFIC CONDITIONS:

1. Fence installed in the rear yard to provide a minimum of 600 Square feet play area for 12 children.
2. Adequate parking for staff be installed.

STANDARD CONDITIONS:

1. The Conditional Use permit will be assigned to Stacey Piskorski and not the property.
2. Must receive a preschool license by the State of Nebraska prior to operating the preschool.

ADMINISTRATIVE ITEMS

1. Consideration of a Request from the Seward Arts Council for Approval of Sale and Consumption of Alcoholic Beverages at the Seward Bandshell for 'Second Saturday Art Connections' Series During Summer 2023 - Alison Koch, Seward Arts Council

From: [Alison Koch](#)
To: [Derek Bargmann](#)
Subject: Re: Use of City Bandshell request
Date: Thursday, February 23, 2023 2:33:56 PM

Good Afternoon Derek,

Thanks for reaching out! I did fill out the online request form as Adam suggested but checked at the city office since I hadn't heard anything. They mentioned there might be some problems with the website! I've listed below all the details for the project we're working on with the Seward Arts Council.

The Seward Arts Council is working on putting together a Summer Music Series at the community Bandshell in Seward in 2023. We are hoping to create a family friendly community event that is free and open to the public. We hope to close 1 block of 5th street off to have food vendors lining the streets around the bandshell, potential artist demonstrations. We will also have Red Path Gallery & Tasting Room set up with adult beverages available for purchase. This series will be once per month on "Second Saturday Art Connections" which are days filled with a variety of art events going on in the community. I have listed our tentative schedule below for these Second Saturdays in June-September. We hope to include additional businesses for the daytime events as we get further along in the planning process. We plan to close out the day with an outdoor concert at the bandshell from 5:00-8:00pm. The dates we are planning for are June 10, July 8, August 12, September 9 and we are working to book a different local band for each month. We're in the fundraising process right now to be able to bring great live music to Seward and already have one sponsorship and one grant secured. We think the community bandshell is an amazing resource to Seward and are excited to bring it to life with live music in our community.

Second Saturday Art Connections Event Schedule

- 10:30-11:30 AM Coffee & Connections at Red Path Gallery & Tasting Room - will feature a different speaker each month (artists, musicians, authors etc.)
- 10:00-11:30 AM Music Playtime at Marble Music
- 1:00-4:00PM Art Classes at Red Path Gallery & Tasting Room - classes vary each month
- 5:00-8:00PM 5th Street Summer Music Series - different band each month

If you have any additional questions please let me know,

Thank you!

Alison Koch

On Feb 23, 2023, at 12:59 PM, Derek Bargmann
<Derek.Bargmann@cityofsewardne.gov> wrote:

Alison,

I received an email last week—sorry for the delay, I was on vacation—that you may be interested in requesting use of the City’s bandshell for an event over the summer. We are currently having some issues with our website, so if you could please reply back to this email with the event date and event details I can get your request moving.

Thanks,

<image001.png>

Derek Bargmann

City Clerk / HR Director
City of Seward, Nebraska

p: 402-643-2928

a: 537 Main Street, Seward NE 68434

w: www.cityofsewardne.gov

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2. Consideration of a Voluntary Annexation of Part of Lot 1, Block 5, Prairie View Addition and a Portion of Sunflower Avenue (FINAL READING) - Building/Zoning & Code Enf. Director Dworak

Return to:
City of Seward
537 Main St
Seward, NE 68434

ORDINANCE NO. 2023-6

AN ORDINANCE DECLARING THE ANNEXATION OF CERTAIN CONTIGUOUS AND ADJACENT TRACTS OF LAND, URBAN AND SUBURBAN IN CHARACTER, MORE SPECIFICALLY A PART OF LOT 1, BLOCK 5, PRAIRIE VIEW ADDITION, AND A PART OF SUNFLOWER AVENUE TO THE CITY OF SEWARD, TO THE CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA, AND EXTENDING THE LIMITS THEREOF ACCORDINGLY; TO DESCRIBE THE REAL ESTATE TO BE ANNEXED AND ITS BOUNDARIES; 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. TERRITORY ANNEXED; DESCRIPTION. The following described property, having been petitioned for annexation by all of the property owners of said property, is annexed to the corporate limits of the City of Seward, as follows:

Beginning at a the northeast corner of Lot 1, Block 5, Prairie View Addition, thence south on the east line of Lot 1, a distance of 136.5 feet to the southeast corner of Lot 1; thence westerly on the south line of Lot 1, a distance of 7.4 feet to a point, thence northerly, parallel to the east line of Lot 1, a distance of 136.5 feet to a point on the north line of Lot 1, said point being 7.8 feet east of the northeast corner; thence easterly on the north line of lot 1, 7.8 feet to the point of beginning;

And the east 42.2 feet of Sunflower Avenue; all in a subdivision of a portion of the Southwest Quarter, Section Twenty-Two, Township Eleven North, Range Three East of the Sixth Principal Meridian, City of Seward, Seward County, Nebraska.

Section 2. CORPORATE LIMITS EXTENDED. The corporate limits are hereby extended to include the territory described in Section 1 of this Ordinance as part of the corporate limits of the City of Seward, Nebraska, as the same is designated, and hereby shall be part of and annexed to the City of Seward, Seward County, Nebraska.

Section 3. FILING AND RECORDING. A certified copy of this Ordinance declaring such annexation under the Seal of the City of Seward, Nebraska, shall be filed with the office of the County Clerk of Seward County, Nebraska.

Section 4. BENEFITS TO INHABITANTS. The inhabitants of the above described territory as set forth in Section 1 of this Ordinance, annexed to the corporate limits of the City of Seward Nebraska, shall receive substantially the benefits of all other inhabitants of the City and such inhabitants shall be subject to the Ordinances and Regulations of the City of Seward, Nebraska

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 _____, 2023.

THE CITY OF SEWARD, NEBRASKA,

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann
City Clerk

3. Consideration of an Ordinance Amending Seward Municipal Code, Chapter 364: Trees, Article 1: Planting and Maintenance Regulations, Section 3: Distance from Utility Lines and Fire Hydrants - Building/Zoning & Code Enf. Director Dworak

ORDINANCE NO. 2023-8

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 364 TREES, ARTICLE 1 PLANTING AND MAINTENANCE REGULATIONS, SECTION 3 DISTANCE FROM UTILITY LINES AND FIRE HYDRANTS; TO ADJUST THE REQUIREMENTS FOR PLANTING OF TREES; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT, TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD AS FOLLOWS:

That Chapter 364 of the Municipal Code of the City of Seward is hereby amended as follows:

SECTION 1. That section 364-1.3 be amended as follows:

§ 364-1.3 Location of Trees.

- A. Street trees shall be planted between the back of curb and the front of the sidewalk. If the distance between the back of curb and front of sidewalk is less than six feet, the street tree shall be planted between the back of sidewalk and the edge of the public right-of-way, provided that the distance between the two is a minimum of five feet. No street trees or park trees may be planted under or within 10 lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, sewer line, transmission line or other utility, line, wire or main. Street trees shall not be planted within 10 feet of any fire hydrant and twenty feet of any streetlight.
- B. Exceptions to the street tree requirement may be granted only if no site can be found along the entire length of the lot frontage and, if applicable, also along the entire length of the lot sideage. Exceptions shall be approved with the unanimous consent of the reviewing agencies.
- C. To qualify for reimbursement through the Community Relief Project, trees shall be planted no further than thirty feet from the back of curb.

SECTION 2. REPEAL. All remaining ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. WHEN OPERATIVE; PULBICATION IN PAMPHLET FORM. This ordinance shall be published in pamphlet form and shall be in full force from and after its passage, approval and publication or posting as required by law.

Dated this _____ day of _____, 2023

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST: _____
Derek Bargmann
City Clerk

§ 364-1.3. ~~Distance from utility lines and fire hydrants.~~ Location of Trees
{Amended 11-16-2021 by Ord. No. 2021-28}

- A. Street trees shall be planted between the back of curb and the front of the sidewalk. If the distance between the back of curb and front of sidewalk is less than six feet, the street tree shall be planted between the back of sidewalk and the edge of the public right-of-way, provided that the distance between the two is a minimum of five feet. No street trees or park trees may be planted under or within 10 lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, sewer line, transmission line or other utility line, wire or main. Street trees shall not be planted within 10 feet of any fire hydrant and 20 feet of any streetlight.
- B. Exceptions to the street tree requirement may be granted only if no site can be found along the entire length of the lot frontage and, if applicable, also along the entire length of the lot sideage. Exceptions shall be approved with the unanimous consent of the reviewing agencies.
- C. To qualify for reimbursement through the Community ReLeaf Project, trees shall be planted no further than 30 feet from the back of curb.

4. Consideration of Historic Courthouse Downtown Signage - Jonathan Jank, President & CEO, Seward County Chamber & Development Partnership
5. Consideration of an Agreement with The Schemmer Associates for Preliminary and Final Design Services for the 6th Street - Ash Street to Lincoln Street Watermain Replacement Project - City Engineer Oneby

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

6TH STREET - ASH STREET TO LINCOLN STREET
WATERMAIN REPLACEMENT

PRELIMINARY AND FINAL DESIGN
Professional Services Provided: Survey, Watermain Design, Coordination

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

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

The City of Seward (“Owner”) and

The Schemmer Associates Inc. (“Engineer”).

Owner intends to Contract with Engineer to receive preliminary and final design services for survey, watermain design, and NDOT coordination for:

work associated with watermain design related to the completion of final engineering (“Project”).
plans to replace the watermain system along 6th Street between Ash Street to Lincoln Avenue.

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

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

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Opinions of Total Project Costs

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

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

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

6.02 *Design Without Construction Phase Services*

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

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

6.03 *Use of Documents*

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

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

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

6.04 *Insurance*

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

6.05 *Suspension and Termination*

- A. Suspension.

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

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

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

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

6.06 *Controlling Law*

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

6.07 *Successors, Assigns, and Beneficiaries*

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

6.08 *Dispute Resolution*

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

6.09 *Environmental Condition of Site*

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

6.10 *Indemnification and Mutual Waiver*

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

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

6.11 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, "Engineer's Services," consisting of 9 pages.
- B. Exhibit B, "Consultant Estimate of Hours and Expenses," consisting of 3 pages.
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 1 pages.
- D. Exhibit D, "Insurance," consisting of 2 pages.
- E. Exhibit E, "Dispute Resolution," consisting of 1 pages.
- F. Exhibit F, "Allocation of Risks," consisting of 1 pages.

8.02 Total Agreement

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

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

Owner:

City of Seward

Engineer:

The Schemmer Associates

By: _____

By: Douglas G. Holle

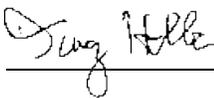
Title: _____

Title: Principal

Date: _____

Date: March 17, 2023

Signed: _____

Signed: 

Address for giving notices:

Address for giving notices:

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

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

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

SCOPE OF SERVICES

City of Seward - 6th Street (Highway 15) Watermain Replacement, Ash Street to Lincoln Street

City Project Number _____

March 17, 2023

Project Description

The project would replace the existing watermain along 6th Street from approximately Ash Street on the south to Lincoln Street on the north with pipe size varying from 12" to 8". Existing watermain would also be replaced along the following streets: Ash Street from 7th to 6th Street (6"), 7th Street from Ash Street north ½ block (6"), South Street from 7th to 6th Street (12"). The project would be constructed predominantly with bored certa-lock PVC pipe with potential open cut construction along Ash Street. Total length of the project is approximately 4500 feet. The project may need split into two project sets separating out the railroad crossing to avoid permitting delays.

TASK 1. Project Management

1.1 *Project Management*

The Consultant Project Manager (hereinafter "Consultant") will serve as point of contact, maintain the project schedule and budget, and be responsible for coordinating work, including work of sub-consultants, if any. The Consultant will provide regular progress reports with invoices. The Consultant will maintain effective communication with the City of Seward designated project manager. The scope of services assumes 6 months of project management will be required (March 2023 to August 2023)

1.2 *Coordination with Others*

The Consultant will coordinate their design with City departments, outside agencies and/or Consultants that are involved with this project or adjacent projects. This includes coordination with NDOT. Coordination includes one-on-one meetings with City departments, consultants, or outside agencies. 4 coordination meetings with other City departments, consultants, or outside agencies are assumed for this project. The Consultant will be responsible for preparing the agenda as well as developing and distributing meeting minutes. This task does not include coordination with utilities or the public.

1.3 *Design Memorandum*

The Consultant will prepare a watermain design memorandum with project criteria and design standard information for submittal and agreement by the City's Project Manager.

TASK 2. General Project Meetings

2.1 *Kick-Off Meeting*

Once notice to proceed has been received, the Consultant will schedule and attend a kick-off meeting. The City's Project Manager and the Consultant will work together to determine a list of invitees and the Consultant shall be responsible for notification to attendees. The Consultant will

be responsible for preparing and distributing the agenda as well as developing and distributing meeting minutes.

2.2 *Progress Meetings*

The Consultant will schedule and attend all progress meetings. The Consultant will be responsible for preparing and distributing the agenda as well as developing and distributing meeting minutes. This scope estimates 3 progress meetings.

2.3 *Review Meetings*

The Consultant will schedule and attend review meetings to receive the City's review comments from the submittals. The Consultant will prepare and distribute meeting minutes. This will include the following review meetings:

- Review alternative designs during the conceptual design phase.

- First Submittal

- Second Submittal

- Draft Plans, Specifications and Estimates Submittal

2.4 *Plan-in-Hand Meeting*

The Consultant will schedule and attend a plan-in-hand meeting. The Consultant will prepare and distribute meeting minutes.

TASK 3. Survey

The Consultant will utilize the existing survey developed by NDOT for the Highway 15 reconstruction project. The Consultant will supplement the NDOT survey with topographic survey along Ash Street, South Street and 7th Street. The Consultant takes no responsibility for the accuracy of NDOT's survey.

3.1 *Locate Section Corners*

The Consultant will survey section corners in order to set control.

3.2 *Horizontal Control*

The Consultant shall provide a list of horizontal control points with coordinates, descriptions, station and offset. Horizontal control will be referenced to the state plain coordinate system using known land survey monuments.

3.3 *Vertical Control*

Vertical control will be completed by differential level circuit referenced to NAVD 88.

3.4 *Topographical Survey*

The Consultant will perform the necessary topographic ground survey including the existing centerline, intersecting streets, alleys and drives, the tying of located land monuments to the existing centerline, cross-sections and profiles necessary for the hydraulic design and design of new ROW needed to construct the project. A topographic survey will be performed using GPS and/or electronic 'Total Station' technology in MicroStation/GEOPAK format. Copies of field book records and electronic records will be submitted to the City at the completion of final design. Natural topographic features and man-made features, will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property

and/or improvements, will be recorded. The topographical survey will include an exact and detailed tree count, noting the size, type and location.

The limits of the survey are to be a minimum of 50 feet on each side of the existing project centerline or to corners of structures on tracts along the survey area described previously

3.5 *Utility Locates*

A utility survey will be conducted along the entire limits of the area being surveyed. The scope of the utility survey will include surveying above ground features, including markings by utility companies resulting from the locate request. Information supplied by utility companies will be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features such as valves or manholes will be used to improve accuracy. The Consultant will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.

Locations of water and sanitary service lines will be provided by the City. In addition, the scope assumes the Consultant will survey the existing watermain along the entire length of the watermain replacement project based on locates by the City.

3.6 *Property Corners*

No property corners will be surveyed and existing right-of-way and property lines will not be identified or drawn. For design purposes, the back of sidewalk (building face in downtown area) will be assumed to be the existing right-of-way.

3.7 *Base Map Preparation*

Consultant will create the base map for the utility survey and additional topographic survey in NDOT format.

TASK 4. Utility Coordination

4.1 *City GIS files and Record Drawings*

The Consultant will review City GIS files and record drawings applicable to the Project.

4.2 *Utility Location/Verification*

4.2.1 The Consultant will review the utility locations shown on the plans and verify these locations during field inspections. After the survey is complete, plans will be distributed by the Consultant to utility companies for verification of ownership, type, size, location, and whether or not the utility is cased.

The Consultant will request that utility companies return to the Consultant marked up plans with utility verification. The Consultant will incorporate the information into the topography. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.

Identification and verification by the utility companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time during the development and determination of a preferred alignment. The Consultant shall identify and evaluate potential strategies to minimize or avoid major impacts where practical. The Consultant and the City's Project Manager will discuss major conflicts and attempt to avoid them. If avoidance is not possible, the Consultant will then request the utility

company to verify the conflict, develop a solution, and provide an estimate of reimbursable costs (if applicable) associated with the utility relocation.

4.3 *Utility Plan Submittal*

The plans will be distributed by the Consultant to public and private utilities for comment. This scope estimates 3 utility plan submittals.

4.4 *Utility Coordination*

4.4.1 This scope estimates 2 review meetings with utility companies. The Consultant shall also include time for coordination via the phone and one-on-one meetings with affected utilities, depending on the complexity of the project.

4.4.2 Consultant shall coordinate with utility companies to identify if utilities conflict with the proposed improvements.

Consultant shall coordinate with utility companies for a Status of Utilities update for the special provisions.

TASK 10. Traffic Analysis & Design

10.1 *Temporary Traffic Control*

The Consultant shall design temporary traffic control plans associated with the proposed construction phasing of the project and reference NDOT standard plans for traffic control when applicable for standard work zone conditions. Traffic control is assumed to be bid as a lump sum.

TASK 11. Water Main Design

11.1 *Site Inspections (Estimated 3 Visits)*

11.2 *Produce Video and Still Photo Log*

The Consultant shall prepare a video and still photo log to be used to document preconstruction conditions. This information shall be submitted at the time of the first submittal.

11.3 *Concept Design and Alternatives Analysis*

11.3.1 The Consultant shall prepare conceptual design plans and evaluate up to 2 alternatives for the relocated watermain location. Alternatives developed shall include an evaluation of the horizontal alignment along the roadway corridor and its proximity to other utilities.

11.3.4 The Consultant shall meet with the City's Project Manager and other City staff to select the preferred alternative which will provide the basic design foundation for further design and analysis for vertical and horizontal alignments. The final selected alternative shall be made prior to and shown in the First Submittal.

11.4 *Preliminary Design*

11.4.1 Consultant to set horizontal alignment

11.4.2 Consultant to set vertical alignment

- 11.4.3 Consultant to layout new hydrant locations (assume 14 hydrants)
- 11.4.4 Consultant to layout connections to existing watermains
- 11.4.5 Consultant to layout construction phasing including preliminary boring run limits

11.5 *Final Design*

- 11.5.1 Consultant to modify horizontal alignment
- 11.5.2 Consultant to modify vertical alignment
- 11.5.3 Consultant to finalize new hydrant locations
- 11.5.4 Consultant to finalize connections to existing watermains
- 11.5.5 Consultant to layout construction phasing including preliminary boring run limits

TASK 16. Right-of-Way

No right-of-way design is included in the scope of services.

TASK 17. Plan, Specifications & Estimates

The scope and fee associated with this task is for plans, specifications, and estimate drafting and development. The design related to these documents is included in the appropriate design task noted above.

17.1 Plan Set Development

The Consultant shall prepare project base files and plan sheets in accordance with the City of Lincoln CADD standards for the preferred alignment for watermain design.

17.1.1 First Submittal Plan Set Development

This task is to develop Plan sheets to be included in the first plan set submittal including the following sheets:

- Cover Sheet
- Watermain plan and profile sheets
- Preliminary construction phasing Sheets

17.1.2 Second Submittal Plan Set Development

This task is to develop Plan sheets to be included in the second plan set submittal including the following sheets:

- Cover sheet
- Summary of Quantities
- General Notes
- Details
- Alignment sheets
- Watermain plan and profile sheets
 - Including utility crossing info in profile
- Hydrant profiles
- Cross-connection pipe profiles
- Construction and removal sheets
- Geometric sheets showing removal geometrics
- Updated construction phasing sheets
- Standard plans (NDOT and City of Lincoln)

17.2 *Cost Estimates*

The Consultant shall prepare an updated total project cost estimate at the submittals noted below. This shall include, but not be limited to Preliminary Engineering, ROW acquisition and associated services, Private Utility Relocations paid for with project funding, Public Utility Relocations, Construction, and Construction Engineering.

- First Submittal
- Second Submittal
- Draft PS&E Submittal
- PS&E Submittal

17.3 *Special Provisions*

The Consultant will submit Special Provisions with the draft PS&E submittal and PS&E submittal. The consultant shall utilize the City of Lincoln Standard Specifications for Municipal Construction.

17.4 *Draft PS&E Submittal*

The Consultant shall submit a draft PS&E package to the City's Project Manager for final review. The package will include the plan set, special provisions, and a total project cost estimate. This package will be a complete ready-to-bid package for final review. If no revisions are necessary, this will become the PS&E package.

17.5 *Final PS&E Submittal*

Upon incorporating comments from the Draft PS&E package review, the Consultant shall prepare and submit all plan drawings, special provisions, and an updated total project cost estimate to the City's Project Manager for the final PS&E package. This package includes sealed and signed drawings, sealed special provisions, and a final estimate. The bid package will also be accompanied by an electronic copy of the MicroStation base files.

17.6 *Project Plan Split*

Should it be necessary, a block of 80 hours has been included to allow the project to separate the watermain construction across the railroad to allow time to permit with the railroad

TASK 18. Quality Control

Quality control will be conducted throughout the project.

TASK 19. Permit Applications / Agreements

19.1 The Consultant shall prepare and submit on behalf of the City of Seward the following permits, agreements, certifications, and forms. The Consultant shall copy the City's Project Manager on all applications being submitted.

- 408 Levy Permit
- NDOT Use of Right of Way Permit
- Nebraska Department of Health and Human Services (NDHHS)
- BNSF Railroad Utility Crossing Permit

19.2 *Water Main Approvals*

Consultant shall submit final water main design documents to regulatory agencies such as Nebraska Department of Health and Human Services (NDHHS), to obtain final approvals for construction.

TASK 20. Bidding Phase

- 20.1 Consultant shall prepare the front-end documents and assist the City with advertising the project through A&D technical supply for plan distribution and logging issued plans.
- 20.2 Consultant shall be responsible to answer design questions during the advertisement period. The City will incorporate the answers into the official addendum document for posting to bidders.
- 20.2 Consultant shall review all bids received and provide comments to the City with a recommendation of award action.

TASK 21. Construction Phase

No scope or fees are included in this contract for any item included in Task 21.

City Responsibilities

The City will supply the following information:

- Water, sewer and electrical locations, size, and materials
- Copies of available reports
- Available geotechnical reports
- Right-of-entry to private property for surveyors
- Existing record drawings in PDF or TIF format
- Water and wastewater service tap records

List of Deliverables

- Meeting minutes
- Meeting agendas
- Applicable permits per section 19.1
- Video and photo log
- Cost estimates
- Special provisions
- Plan submittals

Assumptions

NDOT will allow existing topo survey to be utilized by the City of Seward

The installation methods will be predominately bored

No vibration monitoring will be conducted along the project

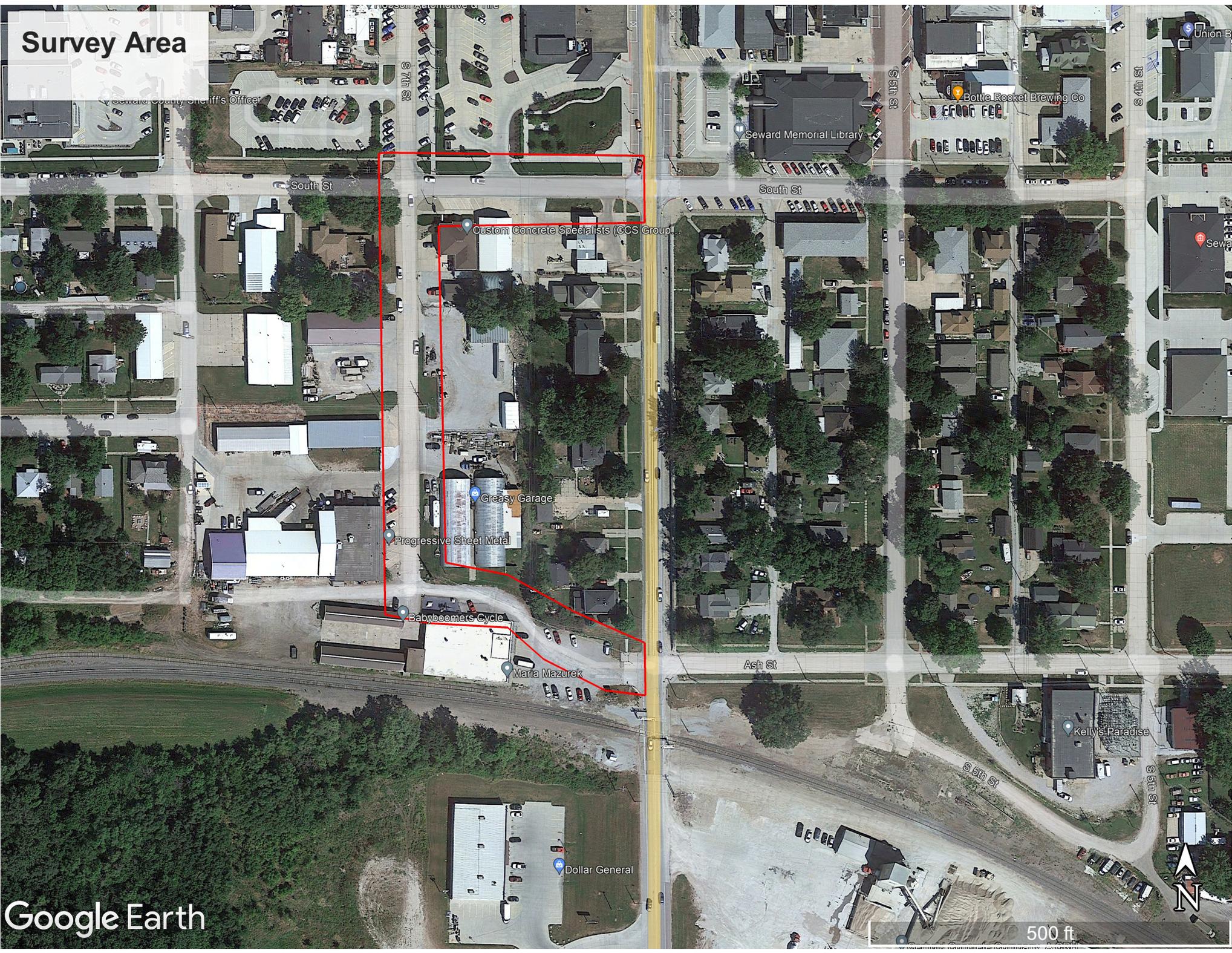
No wetland delineation will be conducted

The pipe sizes will be provided by the City and are assumed to range between 6" and 12"

No water modeling will be conducted

The City will pay for all fees by outside agencies directly

Survey Area



Google Earth

500 ft



Exhibit B

6th St (Highway 15) Watermain Replacement, Ash St to Lincoln St												
ESTIMATE OF HOURS												
Task No.	Description of Work Items / Tasks	Prin	PM	Sr Reg	Reg Eng	EI	Designer	Tech	RLS	Crew Chief	Inst	Total Hours
1	Project Management											
1.1	Project Management		30									30
1.2	Coordination with Others		24		28							52
1.3	Design Memorandum		1		4							5
												87
2	General Project Meetings											
2.1	Kick-Off Meeting		4		5							9
2.2	Progress Meetings		12		15							27
2.3	Review Meetings		9		12							21
2.4	Plan-in-Hand Meeting		7		10							17
3	Survey											
3.1	Locate Section Corners								4	4	4	12
3.2	Horizontal Control									4	4	8
3.3	Vertical Control								1	3	3	7
3.4	Topographical Survey				2				4	48	48	102
3.5	Utility Locates								4	32	32	68
3.6	Property Corners								18	12	12	42
3.7	Base Map Preparation							50	8			58
4	Utility Coordination											
4.1	City GIS and Record Drawing Review		1		8							17
4.2	Utility Location / Verification				2					8		14
4.3	Utility Plan Submittal		1		3					12		16
4.4	Utility Review Meetings / Coordination		4		20					2		26
10	Traffic Analysis and Design											
10.1	Temporary Traffic Control		4		16					8		28
11	Water Main Design											
11.1	Site Inspection		6		12							18
11.2	Produce Video and Still Photo Log									8		8
11.3	Concept Design and Alternatives Analysis		8		40					18		66
11.4	Preliminary Design											0
	Horizontal Alignment		1		12					8		21
	Vertical Alignment		1		24					24		29
	Hydrant Locations		1		7							8
	Watermain Connections		2		10					5		17
	Preliminary Phasing		6		12					6		24
11.5	Final Design											0
	Horizontal Alignment				4					4		8
	Vertical Alignment				8					8		16
	Hydrant Locations				4					4		8
	Watermain Connections		2		10					8		20
	Final Phasing		4		12					4		20
17	Plans, Specifications & Estimates											
17.1	Plan Set Development											
	First Submittal											
	Cover Sheet				1					2		3
	Watermain Plan and Profile Sheets				18					45		63
	Preliminary Phasing Sheets				4					12		16
	Second Submittal											
	Cover Sheet									1		1
	Summary of Quantities Sheet		2		4					12		18
	General Notes Sheet		1		4					4		9
	Detail Sheets		2		8					12		22
	Alignment Sheets									6		6
	Watermain Plan and Profile Sheets		3		18					27		48
	Hydrant Profiles		1		7					28		36
	Cross-connection pipe profiles		2		14					14		30
	Geometric Sheets				9					18		27
	Construction and Removal Sheets		2		9					36		47
	Construction Phasing Sheets		4		12					24		40
	Standard Plans				1					4		5
17.2	Cost Estimates											
	First Submittal		1		8					16		25
	Second Submittal		1		8					16		25
	Draft PS&E Submittal		1		4					8		13
	PS&E Submittal		1		4					4		9
17.3	Special Provisions		8		24							32
17.4	Draft PS&E Submittal		8		40					40		88
17.5	Final PS&E Submittal		6		24					32		62
17.5	Final PS&E Submittal		6		34					40		80
18	Quality Control											
	Quality Reviews	6	18									24
19	Permit Applications/Agreements											
19.1	Permits											
	408 Permit		8		24					16		48
	NDOT Use of Right of Way Permit		4		8					4		16
	Nebraska Dept. of Health & Human Services (NDHHS)		4		4					4		12
	BNSF Utility Crossing Permit		16		24					8		48
19.2	Water Main Approvals		4		12					8		24
20	Bidding Phase											
20.1	Front-end document preparation/coordination		4		16							20
20.2	Answer Questions During Advertisement Period		2		8							10
20.3	Review of Bids/Recommendation of Award		1		4							5
	Total Estimate of Hours	6	238	0	635	0	0	630	39	103	103	1754
	Total Labor	\$1,470	\$49,980	\$0	\$98,425	\$0	\$0	\$56,700	\$5,460	\$10,815	\$8,240	\$231,090
	Total Labor, OH, Profit, & FCCM	\$1,470	\$49,980	\$0	\$98,425	\$0	\$0	\$56,700	\$5,460	\$10,815	\$8,240	\$231,090

Exhibit B

Direct Expenses	Project Title
-----------------	---------------

Project Name: 6th St (Highway 15) Watermain Replacement	City Proj. Number: 0
Consultant: Schemmer	Consultant Proj. Number: 01276RX6
Consultant PM: Doug Holle	
City PM: Mike Oneby	
Date: February 23, 2023	

Subconsultants:					Amount
Subconsultant A					
Subconsultant B					
Subconsultant C					
Subconsultant D					
Subconsultant E					
Subtotal					\$ -
Printing and Reproduction:	Qty	Unit	Unit Cost		Amount
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
Subtotal					\$ -
GEOTECH:	Qty	Unit	Unit Cost		Amount
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
Subtotal					\$ -
Lodging/Meals (GSA Established Rates)	Qty	Unit	Unit Cost		Amount
				\$	-
				\$	-
Subtotal					\$ -
Other Miscellaneous Costs:	Qty	Unit	Unit Cost		Amount
Mileage	2980		\$0.67	\$	1,981.70
Permit Fees (to be paid by the City of Seward)					
BNSF Utility Crossing Permit fees (to be paid by the City of Seward)					
Subtotal					\$ 1,981.70
TOTAL DIRECT EXPENSES					\$ 1,981.70

SUGGESTED FORMAT
(for use with E-500, 2002 Edition)

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

Payments to Engineer for Services and Reimbursable Expenses

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

B. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. A Lump Sum amount of \$221,901.70 based on the hours/fee distribution identified in Appendix B.
2. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and mileage. Other reimbursable expenses (permit fees, etc.) outside of mileage are not included in the Lump Sum and are to be paid by the Owner.
3. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

C2.02 [Not used]

C2.03 [Not used]

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

Insurance

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2022

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

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

PRODUCER FNIC P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME: Deanne Beltz-Sund PHONE (A/C. No. Ext): 402-861-7000 E-MAIL ADDRESS: deanne.beltz@fnicgroup.com	FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE	
License#: SCH41058 SCH41058	INSURER A: Continental Casualty Co.	20443
INSURED The Schemmer Associates Inc. 1044 North 115th Street Omaha NE 68154	INSURER B: Continental Insurance Company	35289
	INSURER C: Valley Forge Insurance Co.	20508
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 663563116

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6023928716	12/31/2022	12/31/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			6023928747	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6023928702	12/31/2022	12/31/2023	EACH OCCURRENCE	\$ 6,000,000
							AGGREGATE	\$ 6,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6023928733	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability Claims Made Basis Pollution Legal Liab			AEH288365469	12/31/2022	12/31/2023	\$5,000,000 \$5,000,000	Ea.Claim Aggregate

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

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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

Dispute Resolution

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

H6.09 Dispute Resolution

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

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

Allocation of Risks

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

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

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

6. Recommend Elizabeth Scherbarth of Walmart #885, 1326 280th, Retail Class D Liquor License - City Clerk Bargmann

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use
RECEIVED
FEB 24 2023
NEBRASKA LIQUOR CONTROL COMMISSION

FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

- ✓ Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- ✓ Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- ✓ Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- ✓ Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, **spouse must:**

NA ✓ Training

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the **spouse must:**

NA

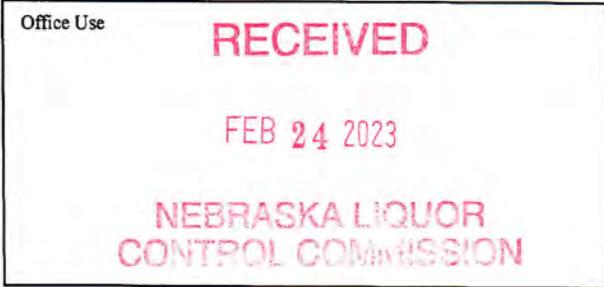
- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required



0400

**MANAGER APPLICATION
INSERT - FORM 3c**

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



MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: Walmart Inc.

Premise information

Liquor License Number: 047015 Class Type D (if new application leave blank)
Premise Trade Name/DBA: Walmart# 885
Premise Street Address: 1326 280TH
City: Seward County: Seward Zip Code: 68434
Premise Phone Number: 402-643-6631
Premise Email address: complic@wal-mart.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

A handwritten signature in black ink, appearing to read "Suth".

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

MAR 02 2023

NEBRASKA LIQUOR CONTROL COMMISSION

Applicant's information must be completed below PLEASE PRINT CLEARLY

Last Name Scherbarth First Name Elizabeth MI W.F.
 Home Address: 1923 N Nebraska Ave
 City: York County: York Zip Code: 68467
 Home Phone Number: (414) 975-5879
 Driver's License Number & State: [REDACTED]
 Social Security Number: [REDACTED]
 Date Of Birth: [REDACTED] Place Of Birth: Milwaukee, WI
 Email address: Scherbarth.ep@outlook.com

8c11

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouse's Last Name: _____ First Name: _____ MI _____
 Social Security Number: _____
 Driver's License Number & State: _____
 Date Of Birth: _____ Place Of Birth: _____

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
 APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
<u>Keosauqua, IA</u>	<u>2013</u>	<u>2021</u>			
<u>York, NE</u>	<u>2001</u>	<u>Present</u>			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2016	Present	Walmart	Shannon Bergman	(402) 643-6651

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, **include traffic violations**. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Elizabeth Scherbarth	07/2022	Responsible Beverage Service Training

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Cashier	10/29/2016	Walmart Kearney, Nebraska

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.


Signature of Manager Applicant

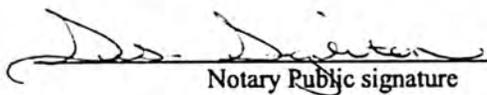
Signature of Spouse

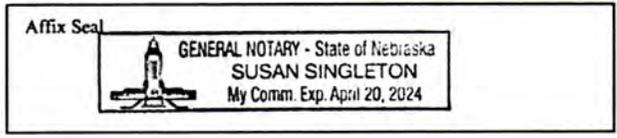
ACKNOWLEDGEMENT

State of Nebraska
County of Nebraska The foregoing instrument was acknowledged before me this

Feb 23 2023
date

by Susan Singleton
NAME OF PERSON BEING ACKNOWLEDGED


Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.nc.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name Walmart

Name of Person Being Fingerprinted: Elizabeth Scherbarth

Date of Birth: Last 4 SSN:

Date fingerprints were taken: 2-22-23

Location where fingerprints were taken: Lincoln State Patrol

How was payment made to NSP?
 NSP PAYPORT CASH CHECK SENT TO NSP CK #

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Elizabeth Scherbarth

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

Congratulations!

Your Nebraska Voter Registration Application has been submitted. Your confirmation number is: **0000425503**

The election commissioner or county clerk will, upon receipt of the application for registration, send an acknowledgment of registration to the applicant indicating whether the application is proper or not. You should receive this acknowledgment via mail from your local county official within 10-14 days.

Personal Information

First Legal Name	ELIZABETH
Middle Legal Name	P
Last Legal Name	SCHERBARTH

Current Address

Address 1	1823 N NEBRASKA AVE
City	YORK
County	York
State	Nebraska
Zip Code	68467

Additional Information

Previous/Maiden Name	
Place of Birth	Wisconsin
Address 1	
City	
County	
State	
Zip Code	

Contact Information

Work/Cell Number	(414) 975-5879 This work/cell number has been marked as a private number
Email Address	epscher.s00885.us@wal-mart.com

Party Affiliation

Party Affiliation	Democratic
-------------------	------------



Certificate of Achievement

- for those who serve or sell alcohol in Nebraska

ELIZABETH PAIGE SCHERBARTH

holds a

State Alcohol certificate

Permit # RB-0154100

Permit Expires: 07-26-2025 Amount Paid: \$

Responsible Beverage Service Training





City of Seward
Police Department
Chief Brian W. Peters

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

March 13, 2023

Derek Bargmann
City Clerk
City of Seward, Nebraska

RE: Liquor License Application – Walmart (1326 280th Road)

Derek,

There are no pertinent negative contacts on record with the Seward Police Department regarding Elizabeth P. Scherbarth. Therefore, we recommend approval of her Manager Application to the Nebraska Liquor Control Commission.

Feel free to contact me if you have any questions.

Regards,

A handwritten signature in blue ink, appearing to read "B. Peters", is written over a horizontal line.

Brian W. Peters
Chief of Police

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

CITY ADMINISTRATORS REPORT – 3/21/23

- Monitoring a number of street projects on East Seward (construction), 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, working with Commission on Building Design, received design contract agreement with Clark Enersen for remodel planning.
- Reviewed additional DTR items and worked with applicants on needed documents, met with applicants and SENDD.
- Worked with Water/Wastewater Department on a number of items including metering.
- Continued to work with RDG Planning to complete blight study request.
- Met with BVH, Sampson and Wellness Center Committee on design updates. Met with Shane Baack to discuss Shovel Ready Grant requirements for billing and related items as determined by DED.
- Met via Zoom with ALLO reps to discuss possible remedies for timely drop line ROW applications.
- Continue to work with new Water/Wastewater Director Brandon Koll as he gets acquainted with position.
- Continued 2023 comparability study with staff.
- Monitored a number of items related to open bid of the Water Tower project.
- Met with representatives from Fire Department about non-profit reestablishment, trust accounts and related items along with Finance Director.
- Met with City Engineer, Zoning Admin, Street Superintendent about the East Seward construction project and citizen/resident concerns, formulated action plans.
- Monitored federal earmark requests for WWTP project.
- Met with Jonathan Jank regarding status of WCR Project and Black Hills Energy Natural Gas service.
- Initial review of LB 840 application for Café on the Square along with Finance Director. Requested a number of follow up items.
- Reviewed Commercial burnsite items related to request from Councilmember Singleton, met with staff and conducted further study of fees at similar locations.
- Online demo for express bill pay along with Finance Department.
- Met in person with City Attorney to review a number of items.
- Met with representatives from Staplehurst and Seward County to discuss BNSF crossing items.
- Out of office on March 14th and 15th due to father's death.

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

Police Department

- Command Staff Meeting 3/15/23.
- Human Trafficking Task Force 3/16/23.
- Background investigation on PO-I candidate.

City Clerk/Human Resources/City Hall

- Leadership training on 3/30/23 for employee training.
- Actively work with NPPD to create and launch a new City website 3/31/23.
- Materials distributed for the Pension Committee Meetings on 3/23/23.
- Robert Taylor is the new Public Properties Maintenance Worker. He started 3/14/23.

Water/Wastewater Department

- Dan Cerny and Brandon Policky will attend Nebraska Rural Water Conference in Kearney on 3/14/23.
- Funding meeting with SEH on 3/14/23.

- Curb stop East of Plainview and North of Hillcrest in the sidewalk needs to be lowered. It is a trip hazard.
- Corrective actions listed on Inspection and Assistance Exit Summary from NDEE inspection.

Parks and Rec/Cemetery/Golf/Pool

- Cemetery Board Meeting 3/13/23.
- Pouring concrete around the outside of the baseball field on Tuesday.
- Hanging batting cage nets at all three areas.
- Topdressing all 7 fields.

Civic Center

- Remodel at least a year out per meeting with the architect.
- The commission meeting has been rescheduled to March 27th.

Electric Department

- Directional bore in wire on E. Seward.
- Follow up of Allo installations.
- Pull in wire, terminate wire and set transformer on E. Seward.

Street Department

- Help parks with cement.
- Tree removal at Bradford St and pump station.
- Clean up storage building at Horseshoe.

Library

- Staff planning meeting 3/13/23.
- Movie 3/13/23.
- Two staff members attending training at Extension Office 3/16/23.

Building Inspection/Planning Department

- Planning Commission Meeting March 13 at the Municipal Building regarding special use permit for daycare/preschool over 6 kids.
- Board of Adjustments meeting regarding a 6ft. tall fence in the ROW to conceal gas service. City Council approved on 2-21 for the ROW. A Board of Adjustment meeting for height variance will be rescheduled for Wednesday, 3-22-23.
- Draft agreement for road buyout by Roger Lindner to close out 7th Addition of Twin Oaks 7th.
- Continue to work on the procedure to move forward with condemnation on 1115 N. Columbia.

Engineering

- Mike Oneby is on vacation Mar. 13-17.

Finance Dept.

- Update workers comp rates when available.
- Set up meeting w/ Paul Grieger & Greg.
- WWTF funding meeting 3-14-23.
- Prep budget calendar.

**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