



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

Tuesday, May 16, 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, May 16, 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: April 2023

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	5	\$ 11,591.30	\$ 1,560,489.20
REMODEL/ADDIT.	11	\$ 1,404.75	\$ 304,397.44
ACCESSORY	11	\$ 243.26	\$ 33,575.00
RELOCATE	61	\$ 5,782.00	\$ 2,596,733.23
ELECTRIC			
PLUMBING	17	\$ 1,260.00	
MECHANICAL	11	\$ 1,075.00	
SEWER TAP	5	\$ 1,250.00	
WATER TAP	5	\$ 4,190.00	
TEMP. ELEC.	5	\$ 250.00	
ELECTRIC SER.	5	\$ 1,000.00	
TOTALS	136	\$ 28,046.31	\$ 4,495,194.87

YEAR TO DATE January to December 2023

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	9	\$ 20,304.76	\$ 3,241,603.59
REMODEL/ADDIT.	71	\$ 10,291.94	\$ 2,927,639.64
ACCESSORY	35	\$ 2,758.08	\$ 171,596.31
RELOCATE	168	\$ 12,097.00	\$ 4,475,186.98
ELECTRIC		\$ -	\$ -
PLUMBING	37	\$ 3,065.00	\$ -
MECHANICAL	37	\$ 12,541.00	\$ -
SEWER TAP	9	\$ 2,250.00	\$ -
WATER TAP	9	\$ 7,542.00	\$ -
TEMP. ELEC.	7	\$ 350.00	\$ -
ELECTRIC SER.	9	\$ 1,800.00	\$ -
TOTALS	391	\$ 72,999.78	\$ 10,816,026.52

LAST YEAR: April 2022

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 2,158.70	\$ 284,070.89
REMODEL/ADDIT.	13	\$ 71,488.48	\$ 51,955,637.36
ACCESSORY	11	\$ 2,082.00	\$ 23,301.00
RELOCATE	5	\$ 250.00	\$ 66,654.40
ELECTRIC		\$ -	\$ -
PLUMBING	14	\$ 915.00	\$ -
MECHANICAL	5	\$ 740.00	\$ -
SEWER TAP	1	\$ 250.00	\$ -
WATER TAP	1	\$ 838.00	\$ -
TEMP. ELEC.	1	\$ 50.00	\$ -
ELECTRIC SER.	1	\$ 200.00	\$ -
TOTALS	53	\$ 78,972.18	\$ 52,329,663.65

YEAR TO DATE January to December 2022

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	14	\$ 36,549.49	\$ 5,436,434.34
REMODEL/ADDIT.	24	\$ 72,417.21	\$ 52,146,931.05
ACCESSORY	54	\$ 3,718.70	\$ 174,493.00
RELOCATE	10	\$ 500.00	\$ 109,362.97
ELECTRIC		\$ -	\$ -
PLUMBING	51	\$ 4,175.00	\$ -
MECHANICAL	24	\$ 2,025.00	\$ -
SEWER TAP	13	\$ 3,250.00	\$ -
WATER TAP	13	\$ 12,121.00	\$ -
TEMP. ELEC.	7	\$ 350.00	\$ -
ELECTRIC SER.	13	\$ 3,400.00	\$ -
TOTALS	223	\$ 138,506.40	\$ 57,867,221.36

OPEN Property Maintenance Code Violation Report

					Updated 5-11-2023
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2023					
1048 N 1st	Busted garage door, deck, trees, shrubs		Erich Helge 912 Country Club Dr Seward NE 68434	In Person	CSO Arena made 2nd contact Tuesday May 9th, property owner was out of town. Hot tub and trees will be removed weekend of May 13th. No comment on damaged garage door.
					CSO Shannon Arena contacted the property owner. Owner said he was working on it and would have it cleaned up weekend of May 6th.
530 N 5th St	Trash, Junk left at property		Jeremy & Nicole Martin	Phone Call	Shannon Arena, CSO made contact. The owner said he would clean it up over the weekend. Officer Arena, checked back on Monday and there was small things. Everything is now cleaned up.
716 N 7th St	Fire damage, weeds, vehicles, decayed roof, decayed cellar entrance	4/10/2023	Dennis & Willa Taylor	Mail/In Person by PD	5-2-23 Exterior fire damage has been repaired and clean up in the yard continues. Cellar door is still in the works.
					4-6-23 Willa Taylor delivered a work timeline for repair of the structure. Exterior wall fire damage repair has been weathertightened, Roof is being replaced week of 4-10-23, the cellar door enclosure is being ordered, Fast Freddy Plumbing will be repairing the plumbing issues, the excess vehicles have been removed from the property and clean up remains on going.
					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: APRIL 2023					
VARIANCE AT: 58.33%							
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE	
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS	
ELECTRIC	12,851,033	5,948,970	46%	6,902,063	5,701,227	247,743	
ELEC BOND PYMT	496,408	457,975	92%	38,433	452,130	5,845	
WATER	5,352,181	1,310,448	24%	4,041,733	992,762	317,686	
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	1,240,680	48%	1,327,252	1,091,567	149,114	
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	9,213,622	42%	12,678,868	8,495,510	718,112	
GENERAL EXPENSES	2,785,801	147,446	5%	2,638,355	130,462	16,984	
LEGAL	72,852	33,013	45%	39,839	40,312	(7,299)	
POLICE	1,757,394	919,107	52%	838,287	800,754	118,353	
E911	233,204	136,036	58%	97,168	111,645	24,391	
POLICE EQUITABLE SHARING	- 0 -	- 0 -	0%	- 0 -	242	(242)	
STREET	5,335,795	1,477,008	28%	3,858,787	1,597,911	(120,904)	
STREET STP FUNDS	182,589	190,480	104%	(7,891)	154,462	36,017	
DEBT SERVICE	1,047,926	984,766	94%	63,160	1,006,522	(21,756)	
RAIL CAMPUS	35,500	24,546	69%	10,954	325	24,221	
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG-DOWNTOWN REVITAL GRANT	335,000	80,588	24%	254,412	17,110	63,478	
BLDGS & GRDS (CITY HALL)	23,826	12,525	53%	11,301	22,012	(9,486)	
LEVEE ACCREDITATION	195,000	7,088	4%	187,913	- 0 -	7,088	
CIVIC CENTER	304,708	165,992	54%	138,716	77,873	88,119	
LIBRARY	571,336	492,967	86%	78,369	301,497	191,470	
PUBLIC PROPERTIES	581,757	344,493	59%	237,264	253,314	91,179	
CEMETERY	256,210	147,014	57%	109,196	113,969	33,045	
GOLF COURSE	554,926	275,600	50%	279,326	262,503	13,097	
NEW PARK DEVELOPMENT	100	- 0 -	0%	100	195	(195)	
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	1,765	16%	9,285	2,793	(1,028)	
BUILDING INSPECTION	111,406	51,896	47%	59,510	55,720	(3,825)	
FIRE	775,879	166,924	22%	608,955	71,418	95,506	
FIRE EQUIPMENT SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
TREE BOARD	12,550	375	3%	12,175	510	(135)	
PLANNING COMMISSION	23,828	10,576	44%	13,252	15,049	(4,474)	
ENGINEER	157,522	84,900	54%	- 0 -	86,812	(1,912)	
DOWDING POOL	266,515	37,486	14%	229,029	44,701	(7,215)	
CONCESSION STAND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SWIMMING LESSONS	9,036	- 0 -	0%	9,036	- 0 -	- 0 -	
RECREATION	363,259	226,980	62%	136,279	171,506	55,474	
SPORTS COMPLEX LIGHTS	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SENIOR CENTER	219,128	96,257	44%	122,871	95,085	1,172	
SENIOR SHUTTLE	4,569	2,552	56%	2,017	3,357	(805)	
RECYCLING	113,675	16,236	14%	97,439	16,565	(329)	
WELLNESS CENTER	24,281	306	1%	23,975	- 0 -	306	
ECONOMIC DEVELOPMENT LB840	284,799	- 0 -	0%	284,799	50,012	(50,012)	
CAPITAL IMPROVEMENTS FUND	18,890,000	20	0%	18,889,980	- 0 -	20	
TAX INCREMENT FINANCING	696,706	192,260	28%	504,446	134,155	58,105	
TOTAL GOVERNMENTAL FUNDS	36,238,272	6,327,201	17%	29,838,449	5,638,791	688,410	
(UNAUDITED)							

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 4/30/2023

Page 8 of 34

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	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	251,950.00
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	196,488.00
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	172,929.75
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	155,018.60
COMM: COMMERCE BANK	486890X92	AFS	KEARNEY NE 30 10/15/30	2.60	A+	150,000.00 100.00%	150,000.00	150,000.00	150,001.50
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	250,102.50
COMM: COMMERCE BANK	751265RA9	AFS	RALSTON-VEHICLE NE 32 06/01/32	3.70		300,000.00 100.00%	300,000.00	300,000.00	300,054.00
COMM: COMMERCE BANK	661615UB8	AFS	N PLATTE-REF NE 32 12/15/32	3.00	A	200,000.00 100.00%	200,000.00	200,339.00	199,626.00
COMM: COMMERCE BANK	698864HR9	AFS	PAPILLION MUNI FACS NE 33 12/15/33	3.00	Aa1	175,000.00 100.00%	175,000.00	176,066.26	167,279.00
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	368,176.00
COMM: COMMERCE BANK	943776KA1	AFS	WAVERLY NE 34 06/01/34	2.95		335,000.00 100.00%	335,000.00	335,000.00	326,919.80
COMM: COMMERCE BANK	84032SX5	AFS	SOUTH SIOUX CITY-REF NE 36 08/01/36	2.20		200,000.00 100.00%	200,000.00	200,000.00	161,020.00
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	158,668.00

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

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 4/30/2023

Page 9 of 34

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	80378EDN2	AFS	SARPY SID #263-REF NE 36 09/15/36		3.80		260,000.00 100.00%	260,000.00	260,000.00	260,026.00
COMM: COMMERCE BANK	98676TCF8	AFS	YORK NE-B-REF NE 36 10/01/36		1.85		200,000.00 100.00%	200,000.00	198,825.42	154,066.00
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	196,265.00
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	153,336.00
COMM: COMMERCE BANK	80378DT4	AFS	SARPY CO SD#46 NE 36 12/15/36		2.00	AA-	200,000.00 100.00%	200,000.00	202,110.78	161,716.00
COMM: COMMERCE BANK	80377XC4	AFS	SARPY CO SID #190-REF NE 37 10/15/37		4.00		205,000.00 100.00%	205,000.00	205,000.00	205,530.95
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	157,522.00
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	161,143.95
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	250,410.00
COMM: COMMERCE BANK	80373RDR9	AFS	SARPY CO DT #220-REF NE 38 08/15/38		4.05		170,000.00 100.00%	170,000.00	170,000.00	170,246.50
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	225,173.40
COMM: COMMERCE BANK	72778PCU5	AFS	PLATTE CO SD #5 NE 38 12/15/38		2.00	AA-	200,000.00 100.00%	200,000.00	200,420.27	155,184.00
COMM: COMMERCE BANK	80379KDHO	AFS	SARPY CO SID #272-REF NE 38 12/15/38		4.40		215,000.00 100.00%	215,000.00	215,000.00	215,565.45

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.
4/28/2023 8:45 AM - BLA / JINBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 4/30/2023

Page 10 of 34

Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	25934MCK3	AFS	DOUGLAS SID #531-REF NE 39 01/15/39	4.35		200,000.00 100.00%	200,000.00	200,000.00	200,274.00
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	180,181.80
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	191,874.60
COMM: COMMERCE BANK	25931EGP9	AFS	DOUGLAS CO SAN #503 NE 39 08/15/39	2.65		225,000.00 100.00%	225,000.00	225,000.00	171,594.00
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	152,044.00
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	149,769.40
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	142,821.85
COMM: COMMERCE BANK	25933VDM9	AFS	DOUGLAS CO SD #559 NE 40 05/15/40	3.40		175,000.00 100.00%	175,000.00	175,000.00	157,288.25
COMM: COMMERCE BANK	25933EEG9	AFS	DOUGLAS CO SAN & IMPT NE 4C 11/15/40	3.15		190,000.00 100.00%	190,000.00	190,000.00	153,482.00
COMM: COMMERCE BANK	80388MBJ3	AFS	SARPY CNTY SANITATION NE 4C 12/15/40	4.00		240,000.00 100.00%	240,000.00	240,000.00	239,882.40
COMM: COMMERCE BANK	617775EV9	AFS	MORRILL CO NE 41 06/15/41	2.25		240,000.00 100.00%	240,000.00	240,000.00	177,285.60
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	177,866.80
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	148,188.00

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

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 4/30/2023

Page 11 of 34

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		Book 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	148,416.00
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	191,808.45
COMM: COMMERCE BANK	80387LAS7	AFS	SARPY CO SAN & IMP DT NE 41 08/15/41		2.90		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	150,560.00
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	146,452.00
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	177,291.05
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	150,668.00
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	193,959.79	141,552.00
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	260,873.90	254,305.00
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	189,612.50
COMM: COMMERCE BANK	25940KAS4	AFS	SID DOUGLAS #596-REF NE 41 12/15/41		2.75		275,000.00 100.00%	275,000.00	275,000.00	275,000.00	207,900.00
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	198,252.50
COMM: COMMERCE BANK	80376KN2	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	187,424.10
COMM: COMMERCE BANK	25932XE6	AFS	DOUGLAS CO SID #524 NE 42 09/15/42		4.65		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	244,860.00

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

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 4/30/2023

Page 12 of 34

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	214,882.50
COMM: COMMERCE BANK	25931EGT1	AFS	DOUGLAS CO SAN & IMPT NE 42 11/15/42		5.25		300,000.00 100.00%	300,000.00	300,000.00	300,000.00	307,023.00
COMM: COMMERCE BANK	25937XCT7	AFS	DOUGLAS CO SAN#570 NE 42 11/15/42		5.05		240,000.00 100.00%	240,000.00	240,000.00	240,000.00	244,560.00
COMM: COMMERCE BANK	25939HDO5	AFS	DOUGLAS CO SAN #563 NE 42 11/15/42		5.15		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	193,602.40
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	311,880.33	305,307.00
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	245,960.32	251,467.50
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	254,772.15	256,182.50
COMM: COMMERCE BANK	3132DMPY5	AFS	FRLMC 30YR 03/01/50		3.50		1,000,000.00 100.00%	1,000,000.00	596,446.69	653,100.96	554,104.89
60 Securities Pledged To: 1010 - CITY TREASURER								14,230,000.00	13,826,446.69	13,903,309.18	12,283,202.49

CASH IN BANK \$11,397,909.40

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

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

**Pledged Securities Detail
April 30, 2023**

H231
Page 1 of 79

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		
										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
PLEDGEE: CITY OF SEWARD (02)												
AGEN	3130AJRQ4		1.000		177048011-1	Cont	6/25/2027					
FHLB	FHLB FIXED RATE NOTE					5/1/2023	6/25/2020	250,000.00	250,000.00	250,000.00	220,562.25	220,562.25
D02/02	AA+	Aaa				100.000	AFS	250,000.00	100.00%	229,694.77	875.00	221,437.25
AGEN	3130ANK82		0.750		178004394-1	Ann	8/26/2026					
FHLB	FHLB FIXED RATE NOTE					8/26/2023	8/26/2021	370,000.00	370,000.00	370,000.00	330,213.90	330,213.90
D02/02	AA+	Aaa				100.000	AFS	370,000.00	100.00%	329,243.33	501.04	330,714.94
CMO	3137AWU78		1.250		185157011-1		12/15/2027					
FHR	FHR 4145 AC						12/1/2012	1,500,000.00	1,500,000.00	52,799.64	50,312.30	50,312.30
D02/02							AFS	52,799.64	100.00%	52,635.53	55.00	50,367.30
CMO	3137B0NV2		1.500		185157163-1		9/15/2025					
FHR	FHR 4178 EC						3/1/2013	2,000,000.00	2,000,000.00	54,502.12	52,545.20	52,545.20
D02/02							AFS	54,502.12	100.00%	54,401.98	68.13	52,613.33
GNMA	36176W2B6		4.000		185168920-1		12/15/2026					
GNMA	GNMA POOL 778670						12/1/2011	560,000.00	560,000.00	29,034.19	29,441.48	29,441.48
D02/02							AFS	29,034.19	100.00%	29,677.91	96.78	29,538.26
GNMA	36179V3Q1		2.500		177018890-1		1/20/2036					
GNM2	GNMA2 POOL MA7107						1/1/2021	500,000.00	500,000.00	293,247.26	289,525.59	289,525.59
D02/02							AFS	293,247.26	100.00%	307,392.57	610.93	270,136.52
GNMA	3620A9QG9		3.500		185171527-1		9/15/2024					
GNMA	GNMA POOL 723255						9/1/2009	750,000.00	750,000.00	9,534.85	9,338.21	9,338.21
D02/02							AFS	9,534.85	100.00%	9,630.04	27.81	9,366.02
GNMA	3620AR859		3.500		185171588-1		5/15/2025					
GNMA	GNMA POOL 737260						5/1/2010	1,000,000.00	1,000,000.00	22,933.02	22,157.88	22,157.88
D02/02							AFS	22,933.02	100.00%	23,135.48	66.89	22,224.77
MBS	3128MDW74		3.500		177039340-1		12/1/2028					
FGLM	FHLMC POOL G14970						12/1/2013	1,450,000.00	1,450,000.00	193,320.32	189,185.29	189,185.29
D02/02							AFS	193,320.32	100.00%	201,814.96	563.85	189,749.14
MBS	3128MEHL8		5.000		185145155-1		11/1/2024					
FGLM	FHLMC POOL G15435						5/1/2015	557,000.00	557,000.00	19.11	19.00	19.00
D02/02							AFS	19.11	100.00%	19.29	0.08	19.08

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

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

Pledged Securities Detail
April 30, 2023

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	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			
										Book Value	Carrying Value	Market Value	
MBS	3128MMLQ4	4.500			185145399-1		12/1/2024						
FGLM	FHLMC POOL G18334						12/1/2009	1,015,000.00	1,015,000.00	6,756.19	6,725.71	6,725.71	6,751.05
D02/02							AFS	6,756.19	100.00%	6,812.38	25.34		
MBS	3128PNBR8	4.000			185147186-1		7/1/2024						
FGLM	FHLMC POOL J09948						6/1/2009	1,300,000.00	1,300,000.00	6,571.42	6,504.41	6,504.41	6,504.41
D02/02							AFS	6,571.42	100.00%	6,631.39	21.90		6,526.31
MBS	3128PQ4E8	4.500			185147195-1		2/1/2025						
FGLM	FHLMC POOL J11721						2/1/2010	1,200,000.00	1,200,000.00	9,480.17	9,423.67	9,423.67	9,423.67
D02/02							AFS	9,480.17	100.00%	9,622.30	35.55		9,459.22
MBS	3128Q0GL5	4.000			185147609-1		5/1/2027						
FGLM	FHLMC POOL J19203						5/1/2012	425,000.00	425,000.00	22,291.02	22,060.60	22,060.60	22,060.60
D02/02							AFS	22,291.02	100.00%	22,923.51	74.30		22,134.90
MBS	31329KRS5	3.000			177051131-1		4/1/2033						
FGLM	FHLMC POOL ZA2297						9/1/2018	1,000,000.00	1,000,000.00	196,317.57	184,533.23	184,533.23	184,533.23
D02/02							AFS	196,317.57	100.00%	186,953.43	490.79		185,024.02
MBS	3132A8S34	2.500			177051143-1		1/1/2031						
FGLM	FHLMC POOL ZS7738						9/1/2018	860,000.00	860,000.00	224,919.67	215,607.43	215,607.43	215,607.43
D02/02							AFS	224,919.67	100.00%	214,250.69	468.58		216,076.01
MBS	3132CWKP8	3.000			177046215-1		4/1/2035						
FGLM	FHLMC POOL SB0302						3/1/2020	810,000.00	810,000.00	396,483.04	377,003.09	377,003.09	377,003.09
D02/02							AFS	396,483.04	100.00%	390,977.29	991.21		377,994.30
MBS	3132CWS07	2.500			178002051-1		4/1/2036						
FGLM	FHLMC POOL SB0516						3/1/2021	500,000.00	500,000.00	376,407.11	347,754.47	347,754.47	347,754.47
D02/02							AFS	376,407.11	100.00%	395,645.12	784.18		348,538.65
MBS	3132CWM03	3.500			177041150-1		8/1/2036						
FGLM	FHLMC POOL SB0620						2/1/2022	400,000.00	400,000.00	339,754.86	330,101.31	330,101.31	330,101.31
D02/02							AFS	339,754.86	100.00%	358,847.68	990.95		331,092.26
MBS	31335HYR8	5.500			185150298-1		10/1/2023						
FGLM	FHLMC POOL C90720						10/1/2003	3,250,000.00	3,250,000.00	2,392.62	2,369.04	2,369.04	2,369.04
D02/02							AFS	2,392.62	100.00%	2,403.13	10.97		2,380.01
MBS	3133LPUE5	1.500			177041020-1		3/1/2032						
FGLM	FHLMC POOL RD5081						2/1/2022	500,000.00	500,000.00	425,654.23	379,419.85	379,419.85	379,419.85
D02/02							AFS	425,654.23	100.00%	420,495.86	532.07		379,951.92

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

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

**Pledged Securities Detail
April 30, 2023**

**H231
Page 3 of 79**

Report Sequence: sgrp. CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Book Value	Carrying Value	Market Value
MBS	31371LQY8	5.000			185155978-1		8/1/2024	500,000.00	500,000.00	1,224.41	1,219.62	1,219.62
FNMA	FNMA POOL 255271						5/1/2004	1,224.41	100.00%	1,222.92	5.10	1,224.72
D02/02							AFS					
MBS	31375HAP9	4.304			185156211-1		2/1/2026	1,000,000.00	1,000,000.00	417.76	417.15	417.15
FNMV	FNMA ARM POOL 334914						1/1/1996	417.76	100.00%	418.53	1.50	418.65
D02/02							AFS					
MBS	3138AMK38	4.500			185159473-1		7/1/2026	500,000.00	500,000.00	27,968.78	27,755.71	27,755.71
FNMA	FNMA POOL AL7513						7/1/2011	27,968.78	100.00%	28,549.11	104.88	27,860.59
D02/02							AFS					
MBS	3138EJLQ9	4.000			185159924-1		7/1/2027	443,000.00	443,000.00	25,229.12	24,969.45	24,969.45
FNMA	FNMA POOL AL2134						7/1/2012	25,229.12	100.00%	25,865.61	84.10	25,053.55
D02/02							AFS					
MBS	3138EKR9	3.500			185160071-1		2/1/2028	500,000.00	500,000.00	34,298.93	33,519.77	33,519.77
FNMA	FNMA POOL AL3191						2/1/2013	34,298.93	100.00%	35,167.88	100.04	33,619.81
D02/02							AFS					
MBS	3138EKX75	5.500			177039339-1		2/1/2034	2,000,000.00	2,000,000.00	285,911.22	296,028.03	296,028.03
FNMA	FNMA POOL AL3401						3/1/2013	285,911.22	100.00%	317,875.52	1,310.43	297,338.46
D02/02							AFS					
MBS	3138EKXJ9	5.500			177039338-1		1/1/2034	2,000,000.00	2,000,000.00	227,965.12	236,037.30	236,037.30
FNMA	FNMA POOL AL3380						3/1/2013	227,965.12	100.00%	252,284.24	1,044.84	237,082.14
D02/02							AFS					
MBS	3138ELYF4	4.000			185160221-1		10/1/2028	1,000,000.00	1,000,000.00	64,640.17	63,770.64	63,770.64
FNMA	FNMA POOL AL4309						10/1/2013	64,640.17	100.00%	66,513.21	215.47	63,986.11
D02/02							AFS					
MBS	3138EMCY5	4.000			185160242-1		2/1/2027	575,000.00	575,000.00	24,643.24	24,199.88	24,199.88
FNMA	FNMA POOL AL4586						12/1/2013	24,643.24	100.00%	25,278.38	82.14	24,282.02
D02/02							AFS					
MBS	3138EMPD7	3.500			184006560-1		3/1/2029	2,000,000.00	631,641.94	83,646.19	81,618.57	81,618.57
FNMA	FNMA POOL AL4919						2/1/2014	264,853.18	31.58%	87,325.33	243.97	81,862.54
D02/02							AFS					
MBS	3138EQ5H1	3.500			176002956-1		11/1/2030	1,050,000.00	1,050,000.00	245,108.31	235,974.75	235,974.75
FNMA	FNMA POOL AL8047						1/1/2016	245,108.31	100.00%	258,703.27	714.90	236,689.65
D02/02							AFS					

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

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

Pledged Securities Detail
April 30, 2023

H231
Page 4 of 79

Report Sequence: sgrp, CUSIP, Ticket

SGrp	CUSIP	Description	S&P	Moody	Rate	State	Ticket-P#	Call Type	Next Call Dt	Maturity Dt	Issue Dt	Interest	Total Face	Total Par	Pledged Face % of Total	Pledge Values		Carrying Value	Market Value
																Book Value	Collateral Value		
MBS	3138WDU82				3.000		178000698-1			1/1/2030			1,160,000.00	1,160,000.00	1,160,000.00	146,267.75	140,575.03	140,575.03	
FNMA	FNMA POOL AS4206									12/1/2014	AFS		146,267.75	146,267.75	100.00%	152,145.16	365.67	140,940.70	
D02/02																			
MBS	3140FBGJ3				2.000		177051139-1			7/1/2031			1,375,000.00	1,375,000.00	1,375,000.00	334,502.99	305,143.54	305,143.54	
FNMA	FNMA POOL BD3800									7/1/2016	AFS		334,502.99	334,502.99	100.00%	316,619.46	557.50	305,701.04	
D02/02																			
MBS	3140J5EA3				2.500		177039342-1			12/1/2029			1,750,000.00	1,750,000.00	1,750,000.00	304,370.71	283,897.69	283,897.69	
FNMA	FNMA POOL BM1028									3/1/2017	AFS		304,370.71	304,370.71	100.00%	311,293.38	634.11	284,531.80	
D02/02																			
MBS	3140J5EA3				2.500		185164038-1			12/1/2029			300,000.00	300,000.00	300,000.00	52,177.84	48,668.18	48,668.18	
FNMA	FNMA POOL BM1028									3/1/2017	AFS		52,177.84	52,177.84	100.00%	52,338.58	108.70	48,776.88	
D02/02																			
MBS	3140QGJ99				2.500		177034617-1			12/1/2035			500,000.00	500,000.00	500,000.00	356,760.35	331,165.42	331,165.42	
FNMA	FNMA POOL CA8387									12/1/2020	AFS		356,760.35	356,760.35	100.00%	374,350.26	743.25	331,908.67	
D02/02																			
MBS	3140X9CH6				2.500		199000173-1			12/1/2035			465,000.00	465,000.00	465,000.00	332,340.68	308,519.56	308,519.56	
FNMA	FNMA POOL FM5471									12/1/2020	AFS		465,000.00	465,000.00	100.00%	348,123.06	692.38	309,211.94	
D02/02																			
MBS	3140X9LK9				3.000		177020855-1			1/1/2041			500,000.00	500,000.00	500,000.00	283,102.13	258,499.67	258,499.67	
FNMA	FNMA POOL FM5729									1/1/2021	AFS		283,102.13	283,102.13	100.00%	299,683.48	707.76	259,207.43	
D02/02																			
MBS	31412P2K6				4.500		185164602-1			7/1/2024			2,900,000.00	2,900,000.00	2,900,000.00	14,024.23	13,960.55	13,960.55	
FNMA	FNMA POOL 931478									6/1/2009	AFS		2,900,000.00	2,900,000.00	100.00%	14,158.10	52.59	14,013.14	
D02/02																			
MBS	31417SAL4				4.500		185165282-1			10/1/2024			2,040,000.00	2,040,000.00	2,040,000.00	17,979.11	17,567.20	17,567.20	
FNMA	FNMA POOL AC5410									10/1/2009	AFS		17,979.11	17,979.11	100.00%	18,195.69	67.42	17,634.62	
D02/02																			
MBS	31418AAC2				3.000		185165786-1			11/1/2026			1,000,000.00	1,000,000.00	1,000,000.00	29,799.43	28,122.94	28,122.94	
FNMA	FNMA POOL MA0902									10/1/2011	AFS		1,000,000.00	1,000,000.00	100.00%	30,022.86	74.50	28,197.44	
D02/02																			
MBS	31418AKN7				3.000		177011537-1			10/1/2032			800,000.00	800,000.00	800,000.00	117,813.00	113,942.22	113,942.22	
FNMA	FNMA POOL MA1200									9/1/2012	AFS		117,813.00	117,813.00	100.00%	123,544.73	294.53	114,236.75	
D02/02																			

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

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

**Pledged Securities Detail
April 30, 2023**

**H231
Page 5 of 79**

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value	Book Value		
MBS FNMA D02/02	31418AVK1 FNMA POOL MA1517	3.000			177039341-1		7/1/2028	1,000,000.00	1,000,000.00	131,017.07	131,017.07	124,364.02	124,364.02
MBS FNMA D02/02	31418AYS1 FNMA POOL MA1620	2.500			185166625-1		9/1/2023	587,000.00	587,000.00	3,383.02	3,386.50	3,213.64	3,220.69
MBS FNMA D02/02	31418B5R3 FNMA POOL MA2655	4.000			177020853-1		6/1/2036	410,000.00	410,000.00	93,822.76	93,822.76	92,154.14	92,154.14
MBS FNMA D02/02	31418DRM6 FNMA POOL MA4091	2.000			177046216-1		8/1/2030	610,000.00	610,000.00	280,864.01	271,945.88	257,518.71	257,986.82
MBS FNMA D02/02	31418DT77 FNMA POOL MA4173	2.000			177023307-1		11/1/2030	771,122.00	771,122.00	417,493.59	417,493.59	382,799.45	382,799.45
MBS FNMA D02/02	31418DZ96 FNMA POOL MA4367	1.500			184010674-1		6/1/2031	500,000.00	500,000.00	357,154.83	353,627.22	322,070.95	322,070.95
MBS FNMA D02/02	31418EA83 FNMA POOL MA4530	1.500			177048016-1		2/1/2032	179,142.00	167,163.35	139,309.97	131,711.23	124,186.30	124,186.30
MUNI GO D02/02	25887CAZ1 DOUGLAS CNTY NEB S&I #540	2.250	NE		177039343-1	Cont 1/1/2027	1/1/2034	120,000.00	120,000.00	120,000.00	120,000.00	106,148.40	106,148.40
MUNI GO D02/02	259290EB6 DOUGLAS CNTY NE SAN & IMPT DIS	3.100	NE		185142828-1	Cont 5/1/2023	8/15/2030	150,000.00	150,000.00	150,000.00	150,000.00	146,119.50	146,119.50
MUNI GO D02/02	259292CS7 DOUGLAS CNTY SAN IMPT DIST 427	2.700	NE		185142831-1	Cont 5/1/2023	11/15/2026	280,000.00	280,000.00	280,000.00	280,000.00	271,502.00	271,502.00
MUNI GO D02/02	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	150,000.00	123,421.50	123,421.50

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

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

**Pledged Securities Detail
April 30, 2023**

**H231
Page 6 of 79**

Report Sequence: sgrp, CUSIP, Ticket

SGrp S/Typ 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		
MUNI GO D02/02	25930TBJ6 DOUGLAS CNTY NEB SANI & #421		2.900	NE	184003054-1	Cont 5/15/2025 100.000	11/15/2036 5/19/2020 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	48,521.00 668.61	48,521.00 49,189.61	
MUNI GO D02/02	25931BEG7 DOUGLAS CNTY NEB SAN & IMPT DI		2.750	NE	184010678-1	Cont 5/1/2026 100.000	5/1/2035 5/3/2021 AFS	175,000.00 175,000.00	175,000.00 100.00%	175,000.00 175,000.00	154,628.25 2,406.25	154,628.25 157,034.50	
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Cont 5/1/2023 100.000	11/15/2028 11/15/2016 AFS	170,000.00 170,000.00	170,000.00 100.00%	170,000.00 170,000.00	164,179.20 2,116.50	164,179.20 166,295.70	
MUNI GO D02/02	25931VBN1 DOUGLAS CNTY NE SAN & IMPT		3.500	NE	185142866-1	Cont 5/1/2023 100.000	8/15/2032 7/27/2017 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	46,172.50 369.44	46,172.50 46,541.94	
MUNI GO D02/02	25931VCF7 DOUGLAS CNTY NEB SAN #471		2.350	NE	177020849-1	Cont 2/15/2026 100.000	8/15/2035 2/19/2021 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	83,304.00 496.11	83,304.00 83,800.11	
MUNI GO D02/02	25933BEB6 DOUGLAS CNTY NEB SAN & IMPT DI		3.000	NE	184003099-1	Cont 5/15/2025 100.000	11/15/2035 5/19/2020 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	140,536.50 2,075.00	140,536.50 142,611.50	
MUNI GO D02/02	25936RBY1 DOUGLAS CNTY NEB S&I #537		2.400	NE	177039345-1	Cont 1/15/2027 100.000	1/15/2039 1/21/2022 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	119,287.50 1,060.00	119,287.50 120,347.50	
MUNI REV D02/02	373807CE4 GERING NEB COMBINED UTILS REV		1.850	NE	184010461-1	Cont 4/29/2026 100.000	12/15/2035 4/29/2021 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	86,283.00 698.89	86,283.00 86,981.89	
MUNI GO D02/02	406036HN6 HALL CNTY NE SCD #2 GRAND IS		2.400	NE	185176896-1	Cont 5/1/2023 100.000	12/15/2024 2/9/2015 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	99,205.00 906.67	99,205.00 100,111.67	
MUNI GMCP D02/02	497593DJ9 KIRKWOOD CMNTY COLLEGE IOWA CT AA		4.000	IA	177032959-1	Cont 6/1/2029 100.000	6/1/2034 3/23/2020 AFS	365,000.00 365,000.00	365,000.00 100.00%	365,000.00 422,458.90	386,034.95 6,083.33	386,034.95 392,118.28	
MUNI GO D02/02	505318QS7 LA VISTA NE		2.650	NE	185179244-1	Cont 5/1/2023 100.000	11/15/2024 12/31/2014 AFS	115,000.00 115,000.00	115,000.00 100.00%	115,000.00 115,000.00	114,278.95 1,405.24	114,278.95 115,684.19	

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

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

Pledged Securities Detail

H231
Page 7 of 79

April 30, 2023

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	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 Book Value	Carrying Value Interest Rec	
MUNI	57973FDD8	3.150		NE	185181069-1	Contn	12/15/2030	100,000.00	100,000.00	100,000.00	100,005.00	100,005.00
REV	MCCOOK NE PUBLIC PWR DIST					5/1/2023	8/9/2017	100,000.00	100.00%	100,000.00	1,190.00	101,195.00
D02/02						100.000	AFS					
MUNI	652810G22	3.000		IA	182011996-1	Cont	6/1/2033	185,000.00	185,000.00	185,000.00	186,892.55	186,892.55
GO	NEWTON IOWA					6/1/2029	4/20/2022	185,000.00	100.00%	185,000.00	2,312.50	189,205.05
D02/02	AA					100.000	AFS					
MUNI	71366VKE9	1.800		NE	177020856-1	Cont	12/15/2036	210,000.00	210,000.00	210,000.00	169,938.30	169,938.30
REV	PERENNIAL PUB PWR DIST NEB ELE					2/17/2026	2/17/2021	210,000.00	100.00%	210,000.00	1,428.00	171,366.30
D02/02						100.000	AFS					
MUNI	80373YER3	2.800		NE	182012079-1	Cont	10/15/2035	150,000.00	150,000.00	150,000.00	131,845.50	131,845.50
GO	SARPY CNTY NEB S&I #158					4/15/2027	4/19/2022	150,000.00	100.00%	150,000.00	186.67	132,032.17
D02/02						100.000	AFS					
MUNI	80376DCN7	3.250		NE	185187210-1	Contn	10/15/2023	200,000.00	200,000.00	200,000.00	199,866.00	199,866.00
GO	SARPY CNTY NE SAN & IMPT DIST					5/1/2023	10/15/2012	200,000.00	100.00%	200,000.00	288.89	200,154.89
D02/02						100.000	AFS					
MUNI	80377BKT8	2.350		NE	184010680-1	Cont	8/15/2034	180,000.00	180,000.00	180,000.00	160,273.80	160,273.80
GO	SARPY CNTY NEB S&I DIST #264					5/3/2026	5/3/2021	180,000.00	100.00%	180,000.00	893.00	161,166.80
D02/02						100.000	AFS					
MUNI	80377TBE2	2.800		NE	185187220-1	Contn	11/15/2028	85,000.00	85,000.00	85,000.00	82,504.40	82,504.40
GO	SARPY CNTY NE SAN & IMPT DIST					5/1/2023	11/15/2016	85,000.00	100.00%	85,000.00	1,097.44	83,601.84
D02/02						100.000	AFS					
MUNI	80377TBF9	2.900		NE	185187221-1	Contn	11/15/2029	85,000.00	85,000.00	85,000.00	83,418.15	83,418.15
GO	SARPY CNTY NE SAN & IMPT DIST					5/1/2023	11/15/2016	85,000.00	100.00%	85,000.00	1,136.64	84,554.79
D02/02						100.000	AFS					
MUNI	80378TEW8	3.850		NE	185187230-1	Contn	10/15/2033	85,000.00	85,000.00	85,000.00	80,106.55	80,106.55
GO	SARPY CNTY NE SAN & IMPT DIST					5/1/2023	4/15/2018	85,000.00	100.00%	85,000.00	145.44	80,251.99
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	234,963.80	234,963.80
GO	SARPY CNTY NEB SAN & IMPT #243					8/15/2025	8/19/2020	290,000.00	100.00%	290,000.00	1,653.00	236,616.80
D02/02						100.000	AFS					
MUNI	80379KEN6	2.300		NE	177018681-1	Cont	12/15/2034	50,000.00	50,000.00	50,000.00	42,873.00	42,873.00
GO	SARPY CNTY NEB SAN & IMPT #272					12/15/2025	1/11/2021	50,000.00	100.00%	50,000.00	434.44	43,307.44
D02/02						100.000	AFS					

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

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

Pledged Securities Detail
April 30, 2023

H231
 Page 8 of 79

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	Pledge Values				
								Total Face Total Par	Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MUNI GO D02/02	810140LP6 SCOTTS BLUFF CNTY NEB		2.550	NE	182012068-1	Cont 4/21/2027 100.000	1/15/2034 4/21/2022 AFS	250,000.00 250,000.00	250,000.00 100.00%	250,000.00 250,000.00	237,730.00 1,877.08	237,730.00 239,607.08
MUNI GO D02/02	81847ELK0 SEWARD NE		2.350	NE	185187545-1	Cont 5/1/2023 100.000	12/15/2023 5/18/2012 AFS	95,000.00 95,000.00	95,000.00 100.00%	95,000.00 95,000.00	94,205.80 843.39	94,205.80 95,049.19
MUNI REV D02/02	818480BF1 SEWARD NEB ARPT AUTH		3.550	NE	185187553-1	Cont 5/1/2023 100.000	1/15/2024 9/1/2011 AFS	25,000.00 25,000.00	25,000.00 100.00%	25,000.00 25,000.00	25,005.00 261.32	25,005.00 25,266.32
MUNI REV D02/02	818483FG9 SEWARD NE ELEC REV		2.450	NE	185187557-1	Cont 5/1/2023 100.000	2/15/2028 6/15/2016 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	145,897.50 775.83	145,897.50 146,673.33
MUNI GO D02/02	886094CD1 THURSTON CNTY NEB		2.500	NE	184003102-1	Cont 5/28/2025 100.000	12/15/2035 5/28/2020 AFS	200,000.00 200,000.00	200,000.00 100.00%	200,000.00 197,474.00	174,774.00 1,888.89	174,774.00 176,662.89
TAX TAXGO D02/02	534239FX1 LINCOLN NEB		3.000	NE	177045043-1	Cont 12/1/2025 100.000	7/15/2026 8/20/2020 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 99,542.48	96,719.00 883.33	96,719.00 97,602.33
TAX TAXGO D02/02	61778RB8 MORRILL CNTY NEB SCH DIST #63	A3	1.937	NE	177020846-1	Cont 12/1/2025 100.000	12/1/2031 2/25/2021 AFS	210,000.00 210,000.00	210,000.00 100.00%	210,000.00 210,000.00	159,062.40 1,694.88	159,062.40 160,757.28
TAX TAXREV D02/02	68189TBA3 OMAHA NEB SPL OBLIG	Aa3	6.400	NE	185184294-1	Cont 12/1/2025 100.000	2/1/2026 3/25/2008 AFS	35,000.00 35,000.00	35,000.00 100.00%	35,000.00 35,000.00	35,102.55 560.00	35,102.55 35,662.55
TD CD D02/02	02007GXG3 ALLY BANK CD		3.450		177049980-1	Cont 12/1/2025 100.000	8/4/2026 8/4/2022 AFS	245,000.00 245,000.00	245,000.00 100.00%	245,000.00 245,000.00	245,000.00 1,991.55	245,000.00 246,991.55
TD CD D02/02	02589AC42 AMERICAN EXPR NATL BK CD		2.650		182012070-1	Cont 12/1/2025 100.000	4/6/2027 4/6/2022 AFS	245,000.00 245,000.00	245,000.00 100.00%	245,000.00 245,000.00	245,000.00 444.69	245,000.00 245,444.69
TD CD D02/02	89235MNH0 TOYOTA FINANCIAL SGS BK CD		3.200		177046219-1	Cont 12/1/2025 100.000	5/17/2027 5/17/2022 AFS	245,000.00 245,000.00	245,000.00 100.00%	245,000.00 245,000.00	245,000.00 3,544.11	245,000.00 248,544.11

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

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

**Pledged Securities Detail
April 30, 2023**

H231
Page 9 of 79

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value	Book Value		
TRSY NOTE	91282CDQ1 U.S. TREASURY NOTE	1.250			177038199-1		12/31/2026	250,000.00	250,000.00	250,000.00	228,125.00	228,125.00	
DD02/02	AA+		Aaa				AFS	250,000.00	100.00%	249,738.97	1,044.54	229,169.54	
CITY OF SEWARD													
								53,126,927.29		13,610,655.13	12,730,614.54	12,730,614.54	
										13,782,295.24	68,783.31	12,799,397.85	

CASH IN BANK \$10,266,878.30

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

3. Claims & Payables Reports

CLAIMS LIST

5-16-23

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.

AKRS Equipment Inc	TO	356.38
All Copy Products Inc	MA	20.59
All Road Barricades Inc	SU	347.36
Amazon Business	SU	1,356.79
American Water Works Asso	MS	423.00
Anderson Auto Group	FA	33,989.00
Anschutz Mark	MC	1,800.00
Badger Meter	SE	215.61
Baker & Taylor	SU	2,637.78
Baker Becky J	MI	61.57
Barco Municipal Products	SU	264.42
Benedict Caden	SE	75.00
Benedict Jeremy	SE	75.00
Bizco Technologies	IT	25.99
Black Diamond Auto Detail	SE	130.00
Black Hills Energy	UT	837.69
Blue River Electric Llc	FA	8,605.00
Blue Valley Pest Control	BU	80.00
Boggs Ethan	SE	60.00
Bookpage	SU	67.00
Border States Industries	SU	336.83
Capital Business-Cheyenne	MA	10.87
Cash-Wa Distributing Co	SU	443.45
City Seward Library Petty	PO	101.27
City Seward Merchant Serv	SE	4,588.70
City Seward Payroll Accou	SA	189,752.43
City Seward Perpetual Fd	SL	300.00
City Seward Street Fund	TR	2,480,000.00
City Seward Wastewater Tr	TR	285,000.00
City Seward Water Sinking	TR	20,000.00
Commonwealth Electric Co	BU	2,955.21
Core Hannah	TG	250.00
Croan Sheldon	SE	95.00
Diamond Vogel Paint Cente	SU	5,283.55
DLT Solutions	MS	1,232.55
Dutton-Lainson Co	IV	12,564.60
Eakes Office Solutions	SU	149.74
Electronic Contracting Co	BU	81.00
Emergency Medical Product	EQ	165.78

Exchange Bank	FA	3,300.00
Fairbury Legion Baseball	MS	400.00
Faller Landscape	SU	299.99
Farmers Coop Seward	GS	5,274.09
Fast Mart	GS	32.24
Firststar Fiber Inc	SE	297.86
Fyr-Tek	EQ	373.25
G & P Development Landfil	SE	203.42
Gadberry Bill	RI	287.00
Galls LLC	UN	97.73
Gardiner Alycia	RI	181.60
Gehring Construction	CI	78,336.95
Geis Steel	MA	25.00
Graham Tire	RE	632.00
Grainger Inc	BU	40.06
H&S Plumb Heat & Air Inc	BU	30.03
Hammond Michael	TG	424.79
Hawkins Inc	SU	1,534.35
Hentzen Neal & Beth	MC	2,500.00
HireRight LLC	SE	255.20
Hobson Automotive & Tire	RE	2,546.26
Hoffschneider Law PC LLO	SE	4,750.00
Home Depot Pro	SU	502.76
Husker Electric Supply Co	SU	253.88
Hydraulic Equipment	RE	2,039.25
JEO Consulting Group	FA	12,440.00
Jerry's Transmission	RE	2,594.04
Jones Automotive	RE	837.50
K & Z Distributing	SU	335.93
Krueger William Kent	SE	500.00
Last Mile Network Consult	IT	90.00
Lee'S Refrigeration	BU	2,271.84
Lincoln Winwater Works	RE	749.24
M C 2 Inc	MA	1,026.50
Matheson Tri-Gas Inc	OP	1,034.48
Meier Mindy	MC	15.00
Memorial Health-Drug	SE	588.00
Menards North	BU	60.96
Meyer Automotive	RE	47.57
Mid-American Benefits Inc	BE	1,608.86
Midwest Auto Parts	SU	4.60
Midwest Laboratories Inc	MA	1,718.19
Midwest Storage Solutions	DO	3,425.68
Midwest Turf & Irrigation	RE	879.49
Nebrascut Lawn Care	GU	454.73
Nebraska Bounce	SE	400.00
Nebraska Fire Marshal	BU	120.00
Nebraska Golf Association	MS	230.00
Nebraska Library Commissi	DO	705.00
Nebraska Pub Pow-Desmoine	UT	409,746.48

Nebraska Treasurer	OP		12.20
Norris Public Power Distr	UT		798.20
Northern Safety Co Inc	SU		268.08
Olsson	CI		2,612.86
One Call Concepts Inc	SE		324.02
One Source Background Che	SE		19.00
O'Reilly Automotive Inc	OI		93.46
Orscheln Farm & Home	SU		452.56
Pac 'N' Save Discount Foo	ML		3,207.19
Paper Tiger Shredding	SE		60.00
Pavers Inc	CI		1,457.60
Quality Brands Of Lincoln	SU		1,155.78
Quill Corp	SU		26.32
Quinn Jeff	SE		300.00
Riverside Portables Llc	SE		247.22
Rolf Gary	MC		400.00
Sargent Drilling Inc	OP		6,030.08
Sauber Mfg Co	RE		78.46
Seward County Chamber & D	MC		798.00
Seward County Clerk/Reg D	PU		38.00
Seward County Independent	PU		1,039.25
Seward County Treasurer	SE		19,433.67
Seward Lumber & Home Cent	SU		1,398.26
Seward Public Schools	MC		1,357.76
Seward Wind LLC	UT		52,201.54
Short Elliott Hendrickson	CI		3,068.39
Siteone Landscape Supply	SU		534.13
Sports Express	SU		538.20
State Distributing Co	SU		258.72
Strohmyer Tom	SE		200.00
Taylor Joe	SE		150.00
Taylor Robert	MC		400.00
Taylor Robert	MC		232.00
Thalls Tom	MC		1,200.00
Total Tool Supply Inc	RE		945.91
Transunion Risk	SE		9.80
Uribe Refuse Services Inc	SE		120.00
Verizon Wireless	SE		784.04
Vermeer High Plains	FA		71,275.73
Visa - Pinnacle Bank			2,079.42
Demco	SU	597.07	
eBay	SU	24.46	
Grey House	SU	390.50	
Harlequin	SU	47.27	
NextLink	SE	115.00	
PayPal	MS	65.00	
Sam's Club	SU	61.34	
Walmart	SU	762.79	
Zoom	SE	15.99	
Voehl Cindy	MI		13.76

Wesco Distribution Inc	IV	6,242.53
Windstream Nebraska Inc	SE	1,580.50
York Equipment	SU	1,493.85
	CLAIMS TOTAL	\$3,786,177.45

4. Police Department Report



City of Seward Police Department

Monthly Statistics April 2023

Service Calls	611
Accidents	3
Arrests	8
Citations	49
Warnings	112
Parking Tickets	35

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

5. Refuse Hauler's Annual License Application - Broken Arrow Rolloffs



P.O. Box 38, 537 Main Street, Seward, Nebraska 68434. Phone: 402-643-2928. Fax: 402-643-6491. www.CityofSewardNE.gov

2023 APPLICATION FOR LICENSE TO COLLECT, HAUL OR CONVEY GARBAGE OR REFUSE FOR HIRE

Application is hereby made to the City of Seward, Nebraska for an annual Refuse Hauler's License in accordance with Chapter 335, Article II of the Municipal Code of the City of Seward by:

Melissa Pierce (Broken Arrow Polloffs) 402-366-4238
APPLICANT'S NAME TELEPHONE NO.

781 168th Pleasant Dale NE 68423
APPLICANT'S ADDRESS CITY STATE ZIP

same
BUSINESS LOCATION CITY STATE ZIP

The Following Vehicles will be used for these services:

- GMC C65 White truck
OWNERSHIP NUMBER/KIND OF VEHICLE DESCRIPTION

Please return this form, along with \$25.00 per vehicle, to the City of Seward, P.O. Box 38, Seward, NE 68434

Melissa Pierce 2/2/23
SIGNATURE OF APPLICANT DATE

BOND FILED WITH THE CITY CLERK IN THE SUM OF \$1,000.00

Dated: _____ Bonding Company: _____

LICENSE FEE OWED DATE PAID LICENSE ISSUED/DATES

Date approved by City Council: _____

City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/02/2023

PRODUCER
 TROYER INSURANCE INC
 501 1ST STREET -- PO BOX 55
 MILFORD, NE 68405
 (402) 761-3696

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Broken Arrow Excavating
 Steven Plerce
 781 SW 68th
 Pleasant Dale, NE 68423

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Nautilus Insurance Company
 INSURER B: Progressive
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Personal Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NN1405621	05/13/2022	05/13/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 100,00 PRODUCTS - COMP/OP AGG \$ 5,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	04396050-0	04/01/2022	014/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 50000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
X	<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is added to General Liability policy as additional insured.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**INLAND
INSURANCE COMPANY**

PO Box 80468
Lincoln, Nebraska 68501

**UNIVERSAL
SURETY COMPANY**

Bond No. 145003

LICENSE AND/OR PERMIT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Broken Arrow Rolloffs, as Principal, and
Universal Surety Company incorporated under the laws of the State of Nebraska, with
principal offices at Lincoln, Nebraska, as Surety, are held and firmly bound unto
City of Seward, Nebraska

(Valid only when a County, City, Town or Village is named as Obligee)

in penal sum of One Thousand and 00/100 Dollars (\$ 1,000.00)
lawful money of the United States for which payment, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has applied to said Obligee for a license to
Refuse Hauler in the City of Seward, Nebraska

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall indemnify
said Obligee against all loss to it caused by said Principal's breach of any ordinance, rule or regulation relating thereto,
then the above obligation shall be void, otherwise to be and remain in full force and effect until April 13
2024, unless renewed by continuation certificate.

THIS BOND MAY BE TERMINATED at any time by the Surety upon sending notice in writing, by certified mail, to the
Clerk of the Political Subdivision with whom this bond is filed, and at the expiration of thirty (30) days from the receipt of
said notice, this bond shall ipso facto terminate and the Surety shall thereupon be released from any liability for any acts
or omissions of the Principal subsequent to said date.

Signed, sealed and dated this 20th day of April, 2023.

Broken Arrow Rolloffs



Principal

Universal Surety Company

By Rebekah L. Ray

Rebekah L. Ray Attorney-in-Fact

Countersignature (if required)

By _____
Resident Agent

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint
Robert L. Reynoldson or Rebekah L. Ray, Lincoln, Nebraska
or **Tracy Alexander, Omaha, Nebraska or Justin Lewandowski, Ashland, Nebraska**
or **Robert A. Wick, Columbus, Nebraska or Kyle Hilger, Seward, Nebraska**
or **Patricia A. Hellriegel, Kearney, Nebraska**

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 31st day of March, 2023.

Carol J. Clark

UNIVERSAL SURETY COMPANY

Curt L. Hartter



State of Nebraska } Secretary/Treasurer
County of } ss. Lancaster
By

President

On this 31st day of March, 2023, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin



My Commission Expires February 16, 2026.

Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 20th day of April, 2023.

Philip C. Abel

Director



6. Draft Minutes of May 2, 2023, City Council Meeting

May 2, 2023

The Seward City Council met at 7:00 p.m. on Tuesday, May 2, 2023, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Jessica Kolterman, Karl Miller, John Singleton, Matt Stryson, Rich Wergin, Jonathon Wilken. Councilmembers Absent: Megan Kahler, Tatum Tonniges. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, Street Superintendent Bob Miers, City Engineer Mike Oneby, Building/Zoning & Code Enforcement Director Tim Dworak, and Police Sergeant Russ Frazey.

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

CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Report (totaling \$1,118,710.75)
2. Draft Minutes of April 18, 2023, Council Meeting

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

Nay: None. Absent: Kahler, Tonniges. Motion carried.

ADMINISTRATIVE ITEMS

1. CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SEWARD ARTS COUNCIL FOR CREATIVE DISTRICT DESIGNATION

Jeanne Wiemer, President of the Seward Arts Council, noted the Arts Council is working on a grant application through the Nebraska Arts Council to establish a creative district within Seward. The City is requested to be the fiscal agent for any funding received by the Council and serve as a pass-thru with no budgetary dollars utilized. City Administrator Butcher noted that the Attorney and Administration are recommending approval of the MOU.

Councilmember Kolterman moved, seconded by Councilmember Stryson, to approve the Memorandum of Understanding with the Seward Arts Council as presented.

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

Nay: None. Absent: Kahler, Tonniges. Motion carried.

2. CONSIDERATION OF SEWARD COUNTY E911 INTERLOCAL BUDGET FOR FISCAL YEAR 2023-2024

Spencer Conradt, Seward County E911 Director, presented the proposed budget for 2023-2024 with the proposed City contribution of \$305,675.31. He noted the biggest increases were in personnel costs. Further, it was noted that the budget was presented and approved at the April E911 board meeting. City Administrator Butcher stated that the Administration had reviewed the budget and felt comfortable with the proposed increase.

Councilmember Singleton moved, seconded by Councilmember Stryson, to approve the Seward County E911 interlocal budget for fiscal year 2023-2024 as presented.

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

Nay: None. Absent: Kahler, Tonniges. Motion carried.

3. CONSIDERATION TO APPROVE HISTORIC COURTHOUSE DOWNTOWN SIGNAGE

Jonathan Jank, President & CEO of the Seward County Chamber and Development Partnership (SCCDP) continued the conversation from the March 21st meeting regarding the placement of new historic signage in the downtown area. Mr. Jank is seeking approval from the Council to move forward with the project with placement to happen before the July 4th annual event. Mayor Eickmeier and Councilmember Kolterman suggested the following changes to the presented design for maximum ease in reading: expansion of the City's logo; inverse of the logo colors from red trimmed with white; and lowercase font for signage. Lastly, Street Superintendent Miers noted placement of signs would be allowable under the City's banner permit with the State.

Councilmember Kolterman moved, seconded by Councilmember Wergin, to approve the historic courthouse downtown signage concept and to commit City funds to street signage for approximately \$600 as proposed.

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

Nay: None. Absent: Kahler, Tonniges. Motion carried.

4. ITEMS RELATED TO THE CONSTRUCTION OF THE SOUTH WATER TOWER

May 2, 2023

City Engineer Oneby noted the following firms were approved for award at the April 4th meeting to perform work related to the South Water Tower Construction Project.

A. CONSIDERATION OF A CONSTRUCTION CONTRACT WITH MAGUIRE IRON, INC. FOR THE 500,000-GALLON WATER TOWER AND AUTHORIZATION FOR MAYOR TO SIGN ALL DOCUMENTS

Councilmember Singleton moved, seconded by Councilmember Kolterman, to approve the construction contract with Maguire Iron, Inc. to complete construction of the 500,000-gallon water tower and alternate bid for \$3,187,600.00 as presented.

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

Nay: None. Absent: Kahler, Tonniges. Motion carried.

B. CONSIDERATION OF A CONSTRUCTION CONTRACT WITH ISELER DEMOLITION FOR THE 200,000-GALLON TANK DEMOLITION AND AUTHORIZATION FOR MAYOR SIGN ALL DOCUMENTS

Councilmember Wergin moved, seconded by Councilmember Stryson, to approve the construction contract with Iseler Demolition to complete demolition of the 200,000-gallon water tower for \$149,300.00 as presented.

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

Nay: None. Absent: Kahler, Tonniges. Motion carried.

5. UPDATE ON THE PARK AVENUE SEWER IMPROVEMENTS PROJECT AND BRADFORD STREET, 6TH TO 10TH STREET, STORM SEWER IMPROVEMENTS PROJECT

City Engineer Oneby stated the City held a bid opening for both projects on March 28th with three respondents for the Park Ave project and four respondents for the Bradford Street project. The apparent low bidder for both projects, NL & L Concrete, was found to be unresponsive to the inquiries about cost and experience raised by the project engineer, Schemmer; therefore, General Excavating is the recommendation. The process to forego the lowest bidder was reviewed and approved by City Attorney Hoffschneider prior to the presented recommendation.

A. CONSIDERATION OF RECOMMENDATION TO AWARD THE FOLLOWING FIRM FOR ITEMS RELATED TO THE PARK AVENUE STORM SEWER IMPROVEMENTS PROJECT – GENERAL EXCAVATING IN THE AMOUNT OF \$1,589,679.03

Councilmember Stryson moved, seconded by Councilmember Kolterman, to approve the recommendation of award to General Excavating for the Park Ave. Storm Sewer Improvements Project.

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

Nay: None. Absent: Kahler, Tonniges. Motion carried.

B. CONSIDERATION OF RECOMMENDATION TO AWARD THE FOLLOWING FIRM FOR ITEMS RELATED TO THE BRADFORD STREET, 6TH TO 10TH, STORM SEWER IMPROVEMENTS PROJECT – GENERAL EXCAVATING IN THE MOUNT OF \$944,553.99

Councilmember Kolterman moved, seconded by Councilmember Singleton, to approve the recommendation of award to General Excavating for the Bradford Street Storm Sewer Improvements Project.

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

Nay: None. Absent: Kahler, Tonniges. Motion carried.

6. CONSIDERATION OF ISSUANCE OF REQUEST FOR PROPOSALS (RFP) FOR ROOF REPLACEMENT OF SELECTED CITY PROPERTIES DUE TO JUNE 14, 2022, STORM EVENT

City Clerk Bargmann described the RFP as a project to replace the roofs damaged by the storm and approved by the City's insurance carrier. The RFP will be due May 12, 2023, and will look to award one contractor.

Councilmember Singleton moved, seconded by Councilmember Stryson, to authorize the City to issue a request for proposals for roof replacement of selected City properties due to June 14, 2022, storm event.

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

Nay: None. Absent: Kahler, Tonniges. Motion carried.

7. ITEMS RELATED TO CITY PERSONNEL:

A. CONSIDERATION OF AN ORDINANCE TO CREAT A 'CLUBHOUSE SHORT ORDER COOK' POSITION AND AMEND THE 'ELECTRIC LINEMAN, JOURNEYMAN LINEMAN' PAY STEPS RELATED TO APPRENTICE COMPLETION

May 2, 2023

City Administrator Butcher described how offering limited food service has long been requested by golf course members. In discussions with Golf Shop Manager Cody Herald and Assistant Recreation Director Adam Bode, the City is hoping to create this position and to experiment with this amenity for the 2023 golf season. The target will be offering a limited, made-to-order menu on golf league nights. A job description and market pay line has been drafted as a part of Ordinance 2023-10. Councilmembers Miller and Stryson expressed concern with the City competing with other restaurants locally; therefore, they advised the City to look critically at the menu and times when available.

Regarding the revised pay steps for the Electric and Journeymen Lineman positions, Mr. Butcher noted that he and City Clerk Bargmann had reviewed progression through the steps as requested at the April 18th meeting. The proposed revision will now allow for progression through the steps as an apprentice continues through their program, which will take approximately four years. Once a Lineman has completed the apprentice program (Step 8), they will then progress to Step 9 of the Journeyman line. The impetus behind these changes is to remain competitive with like entities for wage progression.

Councilmember Singleton introduced Ordinance No. 2023-10. Councilmember Miller moved, seconded by Councilmember Stryson to dispense with the statutory rule.

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

Councilmember Stryson moved, seconded by Councilmember Kolterman, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and adopting: **Ordinance No. 2023-10**, AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO CREATE THE CLUBHOUSE SHORT ORDER COOK POSITION; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR A DATE SUCH CLASSIFICATION AND PAY RANGES OF COMPENSATION SHALL BECOME EFFECTIVE; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Councilmember Wergin moved, seconded by Councilmember Singleton, that all ordinances be added to the permanent record.

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

B. AUTHORIZATION TO DESIGNATE CITY CLERK BARGMANN AS ADDITIONAL SIGNATORY OF CITY ACCOUNTS

Mr. Butcher noted that due to the impending departure of Finance Director/Treasurer Nick Wolf the City will need an additional signatory until a replacement has been hired.

Councilmember Stryson moved, seconded by Councilmember Wergin, to approve City Clerk Bargmann as an additional signatory of City accounts.

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

8. CONSIDERATION OF AN AGREEMENT WITH NEBRASKA PUBLIC POWER DISTRICT (NPPD) TO TRANSFER PUBLIC UTILITY REGULATORY POLICIES ACT (PURPA) CERTIFIED PROJECTS

City Administrator Butcher indicated the agreement the City would not be required to transfer to NPPD any obligations to negotiate and take power from PURPA certified projects. Instead, the City could transfer the project should it be in the best interest of the City to do so. He also noted that many other cities had signed this agreement earlier this spring. In sum, this would allow the City a safety net to avoid being forced by a PURPA-certified project to take energy at an economic disadvantage or stress to the City's system.

Councilmember Miller moved, seconded by Councilmember Wilken, to approve the agreement with NPPD to transfer public utility regulatory policies act (PURPA) certified projects as presented.

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

May 2, 2023

9. UPDATE ON THE WELLNESS CENTER

City Administrator Greg Butcher communicated the project is nearing design completion and the budget was nearing finalization. The project has experienced substantial cost savings by elimination of the proposed second floor and redesign of the first floor. The project team has been in contact with a representative from the Beatrice YMCA to consider equipment options and planning based on the proposed space. More formalized design and budget presentations are still expected in an upcoming meeting.

CITY ADMINISTRATOR'S REPORT

Councilmember Wergin moved, seconded by Councilmember Stryson, that City Administrator Butcher's report of May 2, 2023, be accepted.

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

Nay: None. Absent: Kahler, Tonniges. Motion carried.

FUTURE REQUESTS FOR CITY COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

Councilmember Stryson suggested the City explore hybrid/shared work or interlocal agreements with like entities to address staffing shortages and improve efficiency of City operations.

MOTION TO ADJOURN

Councilmember Wergin moved, seconded by Councilmember Singleton, that the May 2, 2023, City Council Meeting be adjourned.

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

Nay: None. Absent: Kahler, Tonniges. Motion carried.

Adjourned approximately 8:30 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

ADMINISTRATIVE ITEMS

1. Approval of Seward 4th of July Committee Requests for Annual Festivities - City Clerk Bargmann
 - A. Consideration of Street Closure Permit

STREET CLOSING PERMIT

NAME: Seward 4th of July Committee DATE: May 16, 2023

ADDRESS: 616 Bradford Street Seward, Neb 68434

TELEPHONE NO. 402-643-4189 E-MAIL ADDRESS sewardparade@outlook.com

LOCATION OF STREET CLOSING: Please See Attached Maps

DATE & HOURS OF CLOSING: July 4, 6:00 AM - 5:00 PM

REASON/EVENT FOR CLOSING: Parade Line Up/Staging Area

ADJACENT PROPERTY OWNERS' SIGNATURES:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

REGULATIONS: No alcoholic beverages in street or public right-of-way, no excessive/prolonged noise/music

Dated: _____

Mayor

Street, Transportation & Recycling Supt.

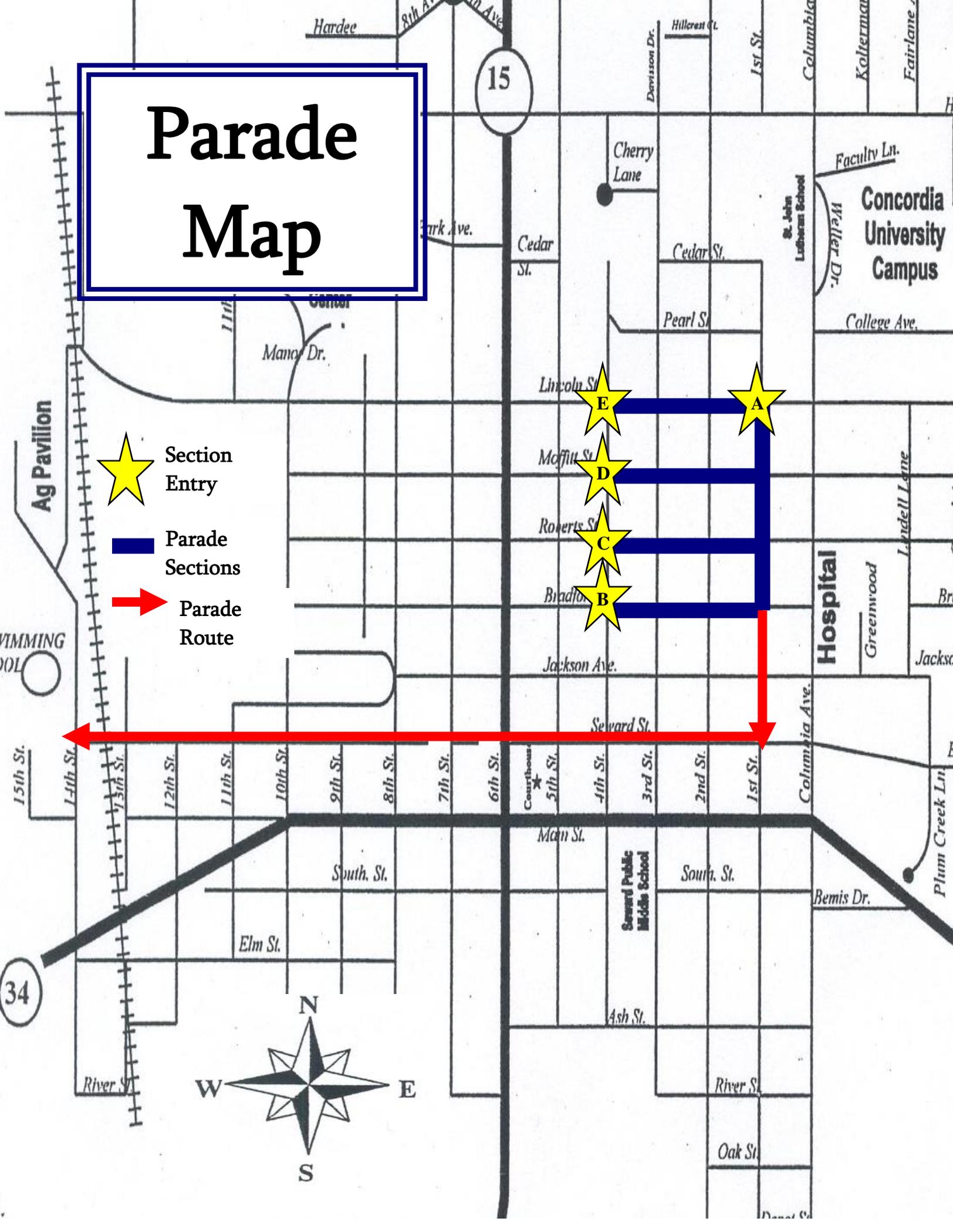
Police Chief

A Certificate of Liability Insurance naming the City of Seward as additionally insured in the amount of \$1,000,000.00 is required. The Certificate of Insurance should be delivered to the City before the event date.

Date insurance certificate filed with City: _____

Parade Map

-  Section Entry
-  Parade Sections
-  Parade Route



B. Consideration of a Resolution for 2023 Parade

RESOLUTION NO. 2023-5

WHEREAS, the City of Seward's Annual FOURTH OF JULY CELEBRATION is scheduled for July 4, 2023; and

WHEREAS, the City of Seward wishes to support this annual event; and

WHEREAS, it is necessary to close the north lane of Highway 34 between 5th Street and Hwy 15 (6th Street) from 5:00 a.m. to 7:00 p.m. for the festivities to be held on the Courthouse square; and

WHEREAS, it is necessary to close the east lane of Hwy 15 (6th Street) between Highway 34 (Main Street) to Seward Street from 5:00 a.m. to 7:00 p.m. for the festivities to be held on the Courthouse square; and

WHEREAS, it is necessary to close Highway 15 at the intersection of Seward Street and Highway 15 for the Parade from 3:30 p.m. to 7:00 p.m.; and

WHEREAS, the road closure described above must be approved by the State of Nebraska Department of Roads;

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

The City Clerk is hereby authorized to forward this resolution to the State of Nebraska Department of Roads for the closing of Hwy 15 and Hwy 34 as defined above for the festivities to be held on the Fourth of July in Seward, Nebraska.

The Mayor declared the resolution adopted.

Dated: May 16, 2023

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

(SEAL)

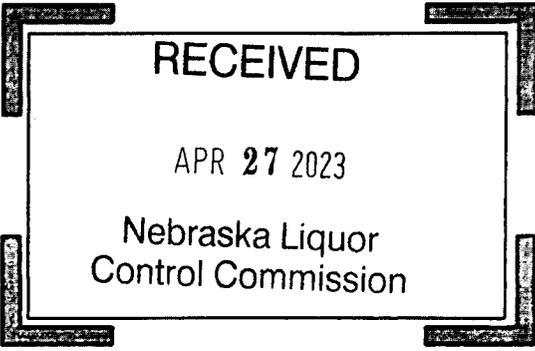
2. Requested Items from Bottle Rocket Brewing, LLC - City Administrator Butcher
 - A. Consideration to Allow for an Addition to the Existing Liquor License to Include Expanded Beer Garden Area

ADDITION TO LICENSED AREA

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

License Class: LK/C

License Number:
112900/123200



Application Requirements:

- Fee of \$45.00 – You may pay online at www.ne.gov/go/NLCCpayport or include a check made payable to the Nebraska Liquor Control Commission
- Must include a copy of the lease, deed or purchase agreement showing ownership in the name of the applicant of area to be added.
- Must include simple hand drawn sketch showing existing licensed area and area to be ADDED, must include outside dimensions in feet (not square feet), show direction North.
DO NOT SEND BLUE PRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
- Check with your local governing body for any additional requirements that may be necessary in making this request for addition
 - Rules & Regulations Chapter 2-012.0712.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances

LICENSEE NAME Bottle Rocket Brewing LLC

TRADE NAME _____

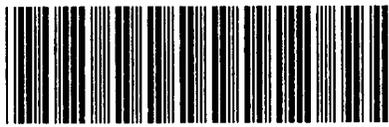
PREMISE ADDRESS 230 S 5th St

CITY Seward ZIP CODE 68434 COUNTY Seward

CONTACT PERSON Gerald Homp

PHONE NUMBER OF CONTACT PERSON 402-304-5673

EMAIL ADDRESS OF CONTACT PERSON gerald@bottlerocketbrewing.com

Office use only	
PAYMENT TYPE <u>PayPort</u>	
AMOUNT <u>\$45.00</u> RCPT	
RECEIVED: <u>4.27.23</u>	<u>HJ</u>
DATE DEPOSITED _____	
	 2300004437

1. Will this addition cause the premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; OR within 300 feet of a college or university campus?

_____ YES _____ NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS

2. What is being added? Explain the type of addition that is being requested, i.e. beer garden, adding to building *if adding an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing.

increasing the size of the current beer garden

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING
SHOW EXISTING LICENSED AREA AND AREA TO BE ADDED
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH

Building length _____ x width _____ in feet

Is there a basement? Yes _____ No

If yes, length _____ x width _____ in feet

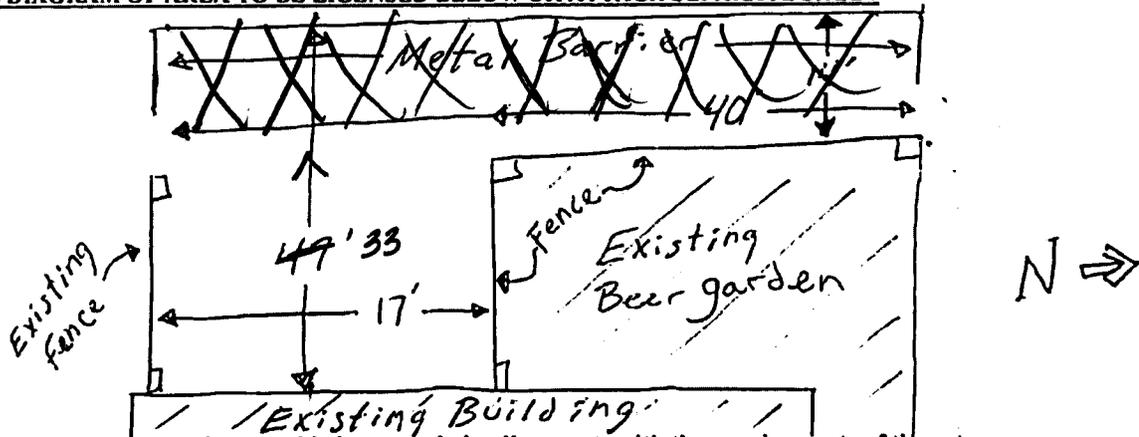
Is there an outdoor area? Yes No _____

If yes, length 47 x width 40 in feet

*If adding an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building _____

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



I acknowledge that the premises as added to comply in all respects with the requirements of the act.
Neb Rev Stat §53-129

Gerald Homp
Signature of LICENSEE

Gerald Homp
Printed Name of LICENSEE

State of Nebraska }
County of Seward }^{ss}
Filed for record on Feb 15, 2023 at
01:15 PM and recorded as Instrument
Number **202300300**

Sherry Schweitzer
Sherry Schweitzer, County Clerk
Fee: \$82.00
13 page document
Electronically Recorded By: SD

Return To:
FARMERS & MERCHANTS BANK OF ASHLAND
P O BOX 217 1501 SILVER ST.
ASHLAND, NE 68003

_____ State of Nebraska _____ Space Above This Line For Recording Data _____

REAL ESTATE DEED OF TRUST

(With Future Advance Clause)

Construction Security Agreement Master form recorded by _____

1. **DATE AND PARTIES.** The date of this Deed of Trust is 02-14-2023 and the parties and their addresses are as follows:

TRUSTOR:
BOTTLE ROCKET BREWING, LLC, A LIMITED LIABILITY COMPANY
230 S 5TH ST
SEWARD, NE 68434

Refer to the Addendum which is attached and incorporated herein for additional Trustees, signatures and acknowledgments.

TRUSTEE:
FARMERS AND MERCHANTS BANK OF ASHLAND
1501 SILVER STREET, P O BOX 217
ASHLAND, NE 68003

BENEFICIARY:
FARMERS & MERCHANTS BANK OF ASHLAND
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEBRASKA
P O BOX 217
1501 SILVER ST.
ASHLAND, NE 68003

GA *JS* *LV*

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of the Beneficiary, with power of sale, the following described property:

LOT 7, BLOCK 20, ORIGINAL TOWN, CITY OF SEWARD, SEWARD COUNTY, NEBRASKA

The property is located in SEWARD (County) at 230 S 5TH ST
SEWARD, Nebraska 68434
(Address) (City) (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Deed of Trust at any one time shall not exceed \$ 332,078.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Deed of Trust and does not apply to advances (or interest accrued on such advances) made under the terms of this Deed of Trust to protect Beneficiary security and to perform any of the covenants contained in this Deed of Trust. Future advances are contemplated and, along with other future obligations, are secured by this Deed of Trust even though all or part may not yet be advanced. Nothing in this Deed of Trust, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.
4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
- A. The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt). *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*
PROMISSORY NOTE #100564 DATED FEBRUARY 14, 2023 & ANY NOTES OR OBLIGATIONS NOW ENTERED INTO OR INTO THE FUTURE BY BOTTLE ROCKET BREWING LLC
- B. All future advances from Beneficiary to Trustor or other future obligations of Trustor to Beneficiary under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Deed of Trust whether or not this Deed of Trust is specifically referred to in the evidence of debt.

- C. All obligations Trustor owes to Beneficiary, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Trustor and Beneficiary.
- D. All additional sums advanced and expenses incurred by Beneficiary for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Beneficiary under the terms of this Deed of Trust, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
- E. Trustor's performance under the terms of any instrument evidencing a debt by Trustor to Beneficiary and any Deed of Trust securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Deed of Trust as Trustor, each Trustor agrees that this Deed of Trust will secure all future advances and future obligations described above that are given to or incurred by any one or more Trustor, or any one or more Trustor and others. This Deed of Trust will not secure any other debt if Beneficiary fails, with respect to such other debt, to make any required disclosure about this Deed of Trust or if Beneficiary fails to give any required notice of the right of rescission.

- 5. **PAYMENTS.** Trustor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Deed of Trust.
- 6. **WARRANTY OF TITLE.** Trustor covenants that Trustor is lawfully seized of the estate conveyed by this Deed of Trust and has the right to irrevocably grant, convey and sell to Trustee, in trust, with power of sale, the Property and warrants that the Property is unencumbered, except for encumbrances of record.
- 7. **CLAIMS AGAINST TITLE.** Trustor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Beneficiary may require Trustor to provide to Beneficiary copies of all notices that such amounts are due and the receipts evidencing Trustor's payment. Trustor will defend title to the Property against any claims that would impair the lien of this Deed of Trust. Trustor agrees to assign to Beneficiary, as requested by Beneficiary, any rights, claims or defenses which Trustor may have against parties who supply labor or materials to improve or maintain the Property.
- 8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Deed of Trust, Trustor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Beneficiary any notices that Trustor receives from the holder.
 - C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Beneficiary consents in writing.
- 9. **DUE ON SALE OR ENCUMBRANCE.** Beneficiary may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Deed of Trust is released.
- 10. **TRANSFER OF AN INTEREST IN THE TRUSTOR.** If Trustor is an entity other than a natural person (such as a corporation or other organization), Beneficiary may demand immediate payment if (1) a beneficial interest in Trustor is sold or transferred; (2) there is a change in either the identity or number of

members of a partnership; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation. However, Beneficiary may not demand payment in the above situations if it is prohibited by law as of the date of this Deed of Trust.

11. ENTITY WARRANTIES AND REPRESENTATIONS. If Trustor is an entity other than a natural person (such as a corporation or other organization), Trustor makes to Beneficiary the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:

- A. Trustor is an entity which is duly organized and validly existing in the Trustor's state of incorporation (or organization). Trustor is in good standing in all states in which Trustor transacts business. Trustor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Trustor operates.
- B. The execution, delivery and performance of this Deed of Trust by Trustor and the obligation evidenced by the Evidence of Debt are within the power of Trustor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
- C. Other than disclosed in writing Trustor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Beneficiary's prior written consent, Trustor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Trustor will keep the Property in good condition and make all repairs that are reasonably necessary. Trustor will give Beneficiary prompt notice of any loss or damage to the Property. Trustor will keep the Property free of noxious weeds and grasses. Trustor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Beneficiary's prior written consent. Trustor will notify Beneficiary of all demands, proceedings, claims, and actions against Trustor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Trustor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Trustor also agrees that the nature of the occupancy and use will not change without Beneficiary's prior written consent.

No portion of the Property will be removed, demolished or materially altered without Beneficiary's prior written consent except that Trustor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Deed of Trust. Trustor shall not partition or subdivide the Property without Beneficiary's prior written consent. Beneficiary or Beneficiary's agents may, at Beneficiary's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Beneficiary's benefit and Trustor will in no way rely on Beneficiary's inspection.

13. USE OF PROPERTY AND RELATED INDEMNIFICATION. Trustor shall not use or occupy the property subject to this Security Instrument in any manner that would constitute a violation of any state and/or federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. In the event that Trustor becomes aware of such a violation, Trustor shall take all actions allowed by law to terminate the violating activity.

In addition to all other indemnifications, obligations, rights and remedies contained herein, if the Beneficiary and/or its respective directors, officers, employees, agents and attorneys (each an "Indemnitee") is made a party defendant to any litigation or any claim is threatened or brought against

SA JB RC

such Indemnitee concerning this Trustee/Security Instrument or the related property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use of such property, then the Trustor shall (to the extent permitted by applicable law) indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. To the extent permitted by applicable law, the within indemnification shall survive payment of the Secured Debt, and/or any termination, release or discharge executed by the Lender in favor of the Trustor.

Violation of this provision is a material breach of this Security Instrument and thereby constitutes a default under the terms and provisions of this Security Instrument.

14. **AUTHORITY TO PERFORM.** If Trustor fails to perform any of Trustor's duties under this Deed of Trust, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Deed of Trust, Beneficiary may, without notice, perform the duties or cause them to be performed. Trustor appoints Beneficiary as attorney in fact to sign Trustor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Beneficiary may do whatever is necessary to protect Beneficiary's security interest in the Property. This may include completing the construction.

Beneficiary's right to perform for Trustor shall not create an obligation to perform, and Beneficiary's failure to perform will not preclude Beneficiary from exercising any of Beneficiary's other rights under the law or this Deed of Trust. Any amounts paid by Beneficiary for insuring, preserving or otherwise protecting the Property and Beneficiary's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

15. **ASSIGNMENT OF LEASES AND RENTS.** Trustor irrevocably assigns, grants and conveys to Beneficiary as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Trustor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Trustor will promptly provide Beneficiary with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Trustor may collect, receive, enjoy and use the Rents so long as Trustor is not in default. Trustor will not collect in advance any Rents due in future lease periods, unless Trustor first obtains Lender's written consent. Upon default, Trustor will receive any Rents in trust for Beneficiary and Trustor will not commingle the Rents with any other funds. When Beneficiary so directs, Trustor will endorse and deliver any payments of Rents from the Property to Beneficiary. Amounts collected will be applied at Beneficiary's discretion to the Secured Debts, the costs of managing, protecting and

preserving the Property, and other necessary expenses. Trustor agrees that this Security Instrument is immediately effective between Trustor and Beneficiary and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Trustor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Trustor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law.

If Trustor or any party to the Lease defaults or fails to observe any applicable law, Trustor will promptly notify Beneficiary. If Trustor neglects or refuses to enforce compliance with the terms of the Leases, then Beneficiary may, at Beneficiary's option, enforce compliance. Trustor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Beneficiary's consent. Trustor will not assign, compromise, subordinate or encumber the Leases and Rents without Beneficiary's prior written consent. Beneficiary does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Beneficiary acts to manage, protect or preserve the Property, except for losses and damages due to Beneficiary's gross negligence or intentional torts. Otherwise, Trustor will indemnify Beneficiary and hold Beneficiary harmless for all liability, loss or damage that Beneficiary may incur when Beneficiary opts to exercise any of its remedies against any party obligated under the Leases.

16. CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. If the Property includes a unit in a condominium or a planned unit development, Trustor will perform all of Trustor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

17. DEFAULT. Trustor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Deed of Trust, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Beneficiary that is false or incorrect in any material respect by Trustor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, appointment of a receiver for, or application of any debtor relief law to, Trustor or any person or entity obligated on the Secured Debt;
- E. A good faith belief by Beneficiary at any time that Beneficiary is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the Property is impaired;
- F. A material adverse change in Trustor's business including ownership, management, and financial conditions, which Beneficiary in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Default shall also exist if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, as provided by 7 CFR Part 12.

18. REMEDIES ON DEFAULT. In some instances, federal and state law will require Beneficiary to provide Trustor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Beneficiary may accelerate the Secured Debt and foreclose this Deed of Trust in a manner provided by law if this Trustor is in default.

At the option of Beneficiary, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Beneficiary shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences of debt, this Deed of Trust and any related documents including without limitation, the power to sell the Property.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Beneficiary, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Trustor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Beneficiary all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Trustor. Beneficiary may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Beneficiary is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Beneficiary of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Beneficiary's right to require full and complete cure of any existing default. By not exercising any remedy on Trustor's default, Beneficiary does not waive Beneficiary's right to later consider the event a default if it continues or happens again.

19. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Trustor agrees to pay all of Beneficiary's expenses if Trustor breaches any covenant in this Deed of Trust. Trustor will also pay on demand all of Beneficiary's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Beneficiary in respect to the Property. Trustor agrees to pay all costs and expenses incurred by Beneficiary in enforcing or protecting Beneficiary's rights and remedies under this Deed of Trust, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Beneficiary agrees to release this Deed of Trust and Trustor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.

20. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Trustor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:

A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

GA JB RC

- B. Trustor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
 - C. Trustor will immediately notify Beneficiary if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Trustor will take all necessary remedial action in accordance with Environmental Law.
 - D. Trustor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Trustor or any tenant of any Environmental Law. Trustor will immediately notify Beneficiary in writing as soon as Trustor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Beneficiary has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
 - E. Trustor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
 - F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Beneficiary first consents in writing.
 - G. Trustor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
 - H. Trustor will permit, or cause any tenant to permit, Beneficiary or Beneficiary's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Trustor and any tenant are in compliance with applicable Environmental Law.
 - I. Upon Beneficiary's request and at any time, Trustor agrees, at Trustor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Beneficiary. The choice of the environmental engineer who will perform such audit is subject to Beneficiary's approval.
 - J. Beneficiary has the right, but not the obligation, to perform any of Trustor's obligations under this section at Trustor's expense.
 - K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Trustor will indemnify and hold Beneficiary and Beneficiary's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Beneficiary and Beneficiary's successors or assigns may sustain; and (2) at Beneficiary's discretion, Beneficiary may release this Deed of Trust and in return Trustor will provide Beneficiary with collateral of at least equal value to the Property secured by this Deed of Trust without prejudice to any of Beneficiary's rights under this Deed of Trust.
 - L. Notwithstanding any of the language contained in this Deed of Trust to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Deed of Trust regardless of any passage of title to Beneficiary or any disposition by Beneficiary of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 21. CONDEMNATION.** Trustor will give Beneficiary prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Trustor further agrees to notify Beneficiary of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Trustor authorizes Beneficiary to intervene in Trustor's name in any of the above described actions or claims and to collect and receive all

sums resulting from the action or claim. Trustor assigns to Beneficiary the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Deed of Trust. This assignment of proceeds is subject to the terms of any prior security agreement.

22. INSURANCE. Trustor agrees to maintain insurance as follows:

- A. Trustor shall keep the Property insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the amounts and for the periods that Beneficiary requires. What Beneficiary requires pursuant to the preceding three sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Trustor subject to Beneficiary's approval, which shall not be unreasonably withheld. If Trustor fails to maintain the coverage described above, Beneficiary may, at Beneficiary's option, obtain coverage to protect Beneficiary's rights in the Property according to the terms of this Deed of Trust.

All insurance policies and renewals shall be acceptable to Beneficiary and shall include a standard "mortgage clause" and, where applicable, "beneficiary loss payee clause." Trustor shall immediately notify Beneficiary of cancellation or termination of the insurance. Beneficiary shall have the right to hold the policies and renewals. If Beneficiary requires, Trustor shall immediately give to Beneficiary all receipts of paid premiums and renewal notices. Upon loss, Trustor shall give immediate notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made immediately by Trustor.

Unless Beneficiary and Trustor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Beneficiary's security is not lessened. If the restoration or repair is not economically feasible or Beneficiary's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Trustor. If Trustor abandons the Property, or does not answer within 30 days a notice from Beneficiary that the insurance carrier has offered to settle a claim, then Beneficiary may collect the insurance proceeds. Beneficiary may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

Unless Beneficiary and Trustor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Beneficiary, Trustor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Beneficiary to the extent of the Secured Debt immediately before the acquisition.

- B. Trustor agrees to maintain comprehensive general liability insurance naming Beneficiary as an additional insured in an amount acceptable to Beneficiary, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Trustor agrees to maintain rental loss or business interruption insurance, as required by Beneficiary, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Beneficiary.

23. NO ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Trustor will not be required to pay to Beneficiary funds for taxes and insurance in escrow.

24. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Trustor will provide to Beneficiary upon request, any financial statement or information Beneficiary may deem necessary. Trustor warrants that

all financial statements and information Trustor provides to Beneficiary are, or will be, accurate, correct, and complete. Trustor agrees to sign, deliver, and file as Beneficiary may reasonably request any additional documents or certifications that Beneficiary may consider necessary to perfect, continue, and preserve Trustor's obligations under this Deed of Trust and Beneficiary's lien status on the Property. If Trustor fails to do so, Beneficiary may sign, deliver, and file such documents or certificates in Trustor's name and Trustor hereby irrevocably appoints Beneficiary or Beneficiary's agent as attorney in fact to do the things necessary to comply with this section.

25. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Deed of Trust are joint and individual. If Trustor signs this Deed of Trust but does not sign the Evidence of Debt, Trustor does so only to mortgage Trustor's interest in the Property to secure payment of the Secured Debt and Trustor does not agree to be personally liable on the Secured Debt. Trustor agrees that Beneficiary and any party to this Deed of Trust may extend, modify or make any change in the terms of this Deed of Trust or the Evidence of Debt without Trustor's consent. Such a change will not release Trustor from the terms of this Deed of Trust. The duties and benefits of this Deed of Trust shall bind and benefit the successors and assigns of Trustor and Beneficiary.

If this Deed of Trust secures a guaranty between Beneficiary and Trustor and does not directly secure the obligation which is guaranteed, Trustor agrees to waive any rights that may prevent Beneficiary from bringing any action or claim against Trustor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws.

26. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Deed of Trust is governed by the laws of the jurisdiction in which Beneficiary is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Deed of Trust is complete and fully integrated. This Deed of Trust may not be amended or modified by oral agreement. Any section or clause in this Deed of Trust, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Deed of Trust cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Deed of Trust. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Deed of Trust are for convenience only and are not to be used to interpret or define the terms of this Deed of Trust. Time is of the essence in this Deed of Trust.

27. **SUCCESSOR TRUSTEE.** Beneficiary, at Beneficiary's option, may from time to time remove Trustee and appoint a successor trustee by an instrument recorded in the county in which this Deed of Trust is recorded. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon the Trustee by this Deed of Trust and applicable law.

28. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Deed of Trust, or to any other address designated in writing. Notice to one trustor will be deemed to be notice to all trustors. Trustor and Beneficiary hereby request a copy of any notice of default, and a copy of any notice of sale thereunder, be mailed to each party at the address for such party set forth on page 1 of this Deed of Trust.

29. **U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Deed of Trust:

- Construction Loan.** This Deed of Trust secures an obligation incurred for the construction of an improvement on the Property.
- Fixture Filing.** Trustor grants to Beneficiary a security interest in all goods that Trustor owns now or in the future and that are or will become fixtures related to the Property.

- Crops; Timber; Minerals; Rents, Issues and Profits.** Trustor grants to Beneficiary a security interest in all crops, timber and minerals located on the Property as well as all rents, issues and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
- Personal Property.** Trustor grants to Beneficiary a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Trustor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- Filing As Financing Statement.** Trustor agrees and acknowledges that this Deed of Trust also suffices as a financing statement and as such, may be filed of record as a financing statement of purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Deed of Trust is sufficient as a financing statement.

30. OTHER TERMS. If checked, the following are applicable to this Deed of Trust:

- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Deed of Trust will remain in effect until released.
- Agricultural Property.** Trustor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Trustor is an individual or entity allowed to own agricultural land as specified by law.
- Separate Assignment.** The Trustor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
- Additional Terms.**

_____**DESIGNATION OF HOMESTEAD**_____

Pursuant to the Farm Homestead Protection Act, designation of homestead is attached to this Deed of Trust and made a part hereof has been disclaimed; the disclaimer is attached to this Deed of Trust and made a part hereof.

[Handwritten Signature]

SIGNATURES: By signing below, Trustor agrees to the terms and covenants contained in this Deed of Trust and in any attachments. Trustor also acknowledges receipt of a copy of this Deed of Trust on the date stated above on Page 1.

Actual authority was granted to the parties signing below by resolution signed and dated _____.

BOTTLE ROCKET BREWING, LLC

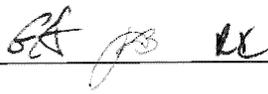

GERALD ROMP, MANAGER 2/14/23
Date
(Seal)


JASON BERRY, MEMBER 2/14/23
Date
(Seal)


RYAN KOCH, MEMBER MEMBER 2-14-23
Date
(Seal)

Date
(Seal)

Refer to the attached *Signature Addendum* for additional parties and signatures.



ACKNOWLEDGMENT:

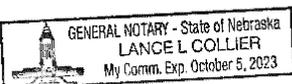
STATE OF _____, COUNTY OF _____ } ss.
(Individual) This instrument was acknowledged before me this day _____ of _____
by _____
My commission expires: _____

(Notary Public)

STATE OF NEBRASKA, COUNTY OF SEWARD } ss.
(Business or Entity Acknowledgment) This instrument was acknowledged before me this day 14TH of FEBRUARY, 2023
by GERALD HOMP, MANAGER; JASON BERRY, MEMBER; RYAN KOCH, MEMBER

(Title(s))
of BOTTLE ROCKET BREWING, LLC (Name of Business or Entity)
a NEBRASKA LIMITED LIABILITY COMPANY on behalf of the business or entity.
My commission expires: _____

(Notary Public)



GA JB KK

4/27/23, 9:46 AM

Point-of-Sale Payments

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
Lincoln NE 68509-5046
(402)471-4881
brenda.hiland@nebraska.gov
OTC Local Ref ID: 81691010
4/27/2023 09:46 AM

Status: **APPROVED**
Customer Name: Bottle Rocket Brewing Co.
Account Number: **2380
Routing Number: 104901348

Items	Quantity	TPE Order ID	Total Amount
Addition to Premises	1	78040226	\$45.00

License Number:: **LK112988**

Trade Name (DBA):: **Bottle Rocket Brewing LLC**

Address:: **230 S. 5th Street**

City:: **Seward**

State:: **NE**

Zip Code:: **68434**

Phone Number:: **4016414314**

Email Address:: **gerald@bottlerocketbrewing.com**

Total remitted to the Nebraska Liquor Control Commission **\$45.00**

- B. Consideration of a Special Designated Liquor License for an Event to be Held in Coordination with Bike Ride Across Nebraska (BRAN) on June 9th
- 3. Consideration of a Resolution to Adjust the Building Permit Fees, Specifically Fee to Install a Temporary Water Meter - Water/Wastewater Director Koll

RESOLUTION NO. 2023-

WHEREAS, the City Council of the City of Seward, Nebraska may by resolution classify and fix tap fees to be charged for water connections, and

WHEREAS, it is deemed advisable to establish new tap fees for Water connections;

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

1. That the tap fees for Water connections are hereby established as follows:
 - A. For temporary water connections, the non-refundable fee shall be \$120.
 - B. For connections up to 2", the City shall provide materials and make said taps, fees shall be based on the cost of materials and labor and shall be billed at the time of application for a building permit.
 - C. For connections over 2" the contractor/customer is required to provide all materials with the exception of the meter which may be purchased from the City of Seward and make the actual taps under the supervision of the Water Department. Taping sleeves shall be used for all taps. Fees shall be based upon the cost of materials and labor furnished by the City of Seward and shall be billed at the time of application for a building permit.
2. Unmetered Fire Service lines shall be regulated, and taps shall be as follows:
 - A. The connect fee for a Fire Service line shall be \$100.
 - B. No fire sprinkler system will be allowed to be connected to the domestic water service. Under no circumstances will water be used from a Fire Service line for purposes other than testing, or in the case of an actual fire. Single Family residences shall be exempt from these requirements if the fire sprinklers are connected to a metered water service.
 - C. For connections up to 2" the City shall provide materials and make said taps, fees shall be based on cost of materials and labor and shall be at the time of application for a building permit.
 - D. For connections over 2" the contractor/customer is required to provide all material and make the actual taps under the supervision of the Water Department. Taping sleeves shall be used for all taps.
 - E. A double check with test cocks and values is required on all Fire Service Lines, with the exception that if the fire sprinkler system is charged with anti-freeze or water treatment conditions, a reduced pressure zone backflow device will be required.
3. All previous resolutions in conflict with this resolution are hereby revoked.

The Mayor declared the resolution adopted.

Dated: May 16, 2023

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

(SEAL)

RESOLUTION NO. 2023-6

WHEREAS, the City Council of the City of Seward, Nebraska may by resolution classify and fix tap fees to be charged for water connections, and

WHEREAS, it is deemed advisable to establish new tap fees for Water connections;

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

1. That the tap fees for Water connections are hereby established as follows:
 - A. For temporary water connections, the non-refundable fee shall be \$120.
 - B. For connections up to 2", the City shall provide materials and make said taps, fees shall be based on the cost of materials and labor and shall be billed at the time of application for a building permit.
 - C. For connections over 2" the contractor/customer is required to provide all materials with the exception of the meter which may be purchased from the City of Seward and make the actual taps under the supervision of the Water Department. Taping sleeves shall be used for all taps. Fees shall be based upon the cost of materials and labor furnished by the City of Seward and shall be billed at the time of application for a building permit.
2. Unmetered Fire Service lines shall be regulated, and taps shall be as follows:
 - A. The connect fee for a Fire Service line shall be \$100.
 - B. No fire sprinkler system will be allowed to be connected to the domestic water service. Under no circumstances will water be used from a Fire Service line for purposes other than testing, or in the case of an actual fire. Single Family residences shall be exempt from these requirements if the fire sprinklers are connected to a metered water service.
 - C. For connections up to 2" the City shall provide materials and make said taps, fees shall be based on cost of materials and labor and shall be at the time of application for a building permit.
 - D. For connections over 2" the contractor/customer is required to provide all material and make the actual taps under the supervision of the Water Department. Taping sleeves shall be used for all taps.
 - E. A double check with test cocks and values is required on all Fire Service Lines, with the exception that if the fire sprinkler system is charged with anti-freeze or water treatment conditions, a reduced pressure zone backflow device will be required.
3. All previous resolutions in conflict with this resolution are hereby revoked.

The Mayor declared the resolution adopted.

Dated: May 16, 2023

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

(SEAL)

4. Consideration of Change Orders for the East Seward Street Improvements Project -
City Engineer Oneby
 - A. Change Order #1 in the Amount of \$25,148.00



**Gehring Construction &
Ready Mix Co., Inc.**
 Mailing Address: 5424 West Meadow Dr.
 Columbus, NE. 68601
 Toll Free 1-800-658-4056 Fax 402-564-4478
www.gehringconcrete.com
 Columbus Plant: 4979 Howard Blvd, 402-564-2841
 Humphrey Plant: 400-5th Ave, 402-923-1080



Change Order Request #1, April 17th, 2023

To: City of Seward Nebraska
 Attn: Michael Oneby
 Project: East Seward Street Improvements, SEH No. SEWAC 160685
 Owner: City of Seward NE.

Add the following items to Group B work as follows;

DESCRIPTION	QTY	UNIT	UNIT PRICE	DECREASE	INCREASE
Install 18" RCP Collar	2	EA	2,600.00		5,200.00
Demo 8" Sanitary Sewer Sub, Cut new hole in Manhole, Add Additional Ring	1	LS	3,515.00		3,515.00
Install 8"x 6" MJ Reducer	2	EA	608.00		1,216.00
Install 10" MJ Plug	1	EA	574.00		574.00
Install 10" x 8" Tee	1	EA	1,632.00		1,632.00
Install 10" x 6" Tee	1	EA	1,545.00		1,545.00
Install 10" C900 Water Main	78	LF	76.00		5,928.00
Install 10" MJ Gate Valve	1	EA	4,560.00		4,560.00
Install 10" MJ Cap	1	EA	978.00		978.00
GRAND TOTAL THIS CHANGE ORDER REQUEST					\$25,148.00

Final total to be based on actual qtys completed.

Gehring Construction & Ready Mix Co. Accepted for City of Seward
 Sincerely, Stephen Anderson Name
 Title Sales Manager Title
 Date 4/17/23 Date

B. Change Order #2 in the Amount of \$167,401.80



Gehring Construction & Ready Mix Co., Inc.

Mailing Address: 5424 West Meadow Dr.
Columbus, NE. 68601

Toll Free 1-800-658-4056 Fax 402-564-4478
www.gehringconcrete.com

Columbus Plant: 4979 Howard Blvd, 402-564-2841
Humphrey Plant: 400-5th Ave, 402-923-1080



Change Order Request #2, May 12th, 2023

To: City of Seward Nebraska
 Attn: Michael Oneby
 Project: East Seward Street Improvements, SEH No. SEWAC 160685
 Owner: City of Seward NE.

Add the following items to Group B work as follows;

DESCRIPTION	QTY	UNIT	UNIT PRICE	DECREASE	INCREASE
Install 10" 22.5° Bends	3	EA	1,018.00		3,054.00
Install 10" 45° Bends	3	EA	1,071.00		3,213.00
Install 10" x 10" MJ Tee	2	EA	1,744.50		3,489.00
Install 10" MJ Sleeves	2	EA	935.00		1,870.00
Install 10" x 6" MJ Tee	1	EA	1,545.00		1,545.00
Install 10" MJ Plugs	2	EA	574.00		1,148.00
Install 10" C900 Water Main	1416	LF	86.55		122,554.80
Install 10" MJ Gate Valve	2	EA	4,560.00		9,120.00
Connect Existing Water Main	2	EA	4,608.15		9,216.30
Type II Hydrant Assembly L-5.5'	1	EA	7,691.70		7,691.70
Rock Surface Course	60	Tons	75.00		4,500.00
GRAND TOTAL THIS CHANGE ORDER REQUEST					167,401.80

Final total to be based on actual qtys completed.

Gehring Construction & Ready Mix Co. Accepted for City of Seward
 Sincerely, Stephen Anderson Name
 Title Sales Manager Title
 Date 5/12/23 Date

5. Consideration of an Amendment to the Professional Services Agreement with SEH, Inc. for the Wastewater Treatment Facility Improvements Project in the Amount of \$278,786.00 - City Engineer Oneby



Building a Better World
for All of Us®

May 10, 2023

RE: City of Seward, Nebraska
WWTF Improvements - Design Engineering
Services Amendment
SEH No. SEWAC 163917 14.00

Honorable Mayor and City Council
City of Seward
537 Main Street
Seward, NE 68434

Dear Honorable Mayor and City Council:

The purpose of this letter is to request approval of an Amendment to the Agreement for Professional Services, dated October 18, 2021 for SEH's work in design of the Wastewater Treatment Facility Improvements.

The original scope of this contract included preparation of a Facility Plan and Design Documents. Upon completion of the Facility Plan, there were some recommendations that were made that were different from the assumptions laid out in the original design scope. There have also been changes in scope through the design process as requested by the City. When these changes in scope came about, SEH notified the City by email with the attached Additional Services Log, updated to include an estimated change in price due to the scope change in question.

The project is now nearly at 90% design stage but there is some uncertainty in the schedule to move the project forward due to lack of funding. For this reason, we are proposing that the design efforts be paused after completion of 90% design documents. The Supplemental Letter Agreement attached herein describes the items that have been added to the original scope and those that will be excluded by putting the project on hold.

It should be noted that although the Additional Services Log shows an estimated increase in fee of approximately \$271,000.00, we are proposing that the Amendment amount be \$278,786.00. The amendment amount is based on estimated time for SEH staff to complete 90% documents for City review. It also includes some additional time, that was not originally budgeted, for contractors to review the 90% documents from a constructability standpoint and develop an estimated cost for construction. Due to the volatility in pricing in recent months and years, we feel this is an important step to identify project costs and help us in our funding requests. It should be noted that some scope is proposed to be removed from the original contract with this Amendment, notably, submittal of design and permit modification documents to NDEE for review and approval and bidding of the project. However, these services will be included in a future contract that will include construction administration services, to be prepared at the time the City decides to move the project forward into bidding.

Sincerely,

A handwritten signature in black ink that reads "Colin Marcusen".

Colin Marcusen, PE
Project Manager
(Lic. MN, ND, SD, IA, NE, PA, TX)

clm/mrb

x:\pts\sewac\163917\1-gen\10-setup-cont\03-proposal\amendment\2023.05.10 | city fee amendment.docx

Seward WWTF Improvements
 Additional Report and Design Phase Services
 SEWAC 163917
 Updated 5/9/2023

Item Number	Description of Change	Approximate Cost	Disciplines Involved in Change	Comments
1	Jeremiah attended WEFTEC with client for one day to look at equipment	\$2,000.00	Process	
2	Colin had a discussion with Mike to talk about creation of a full Facility Plan Rather than an Amendment. Mike agreed and asked for an estimate for the change. Colin provided on 2/15/2022.	\$7,500.00	Process	Previously approved but not formally added to NTE amount in contract.
3	Additional survey work to tie the WWTF into the correct coordinate system - being used for the City-wide GIS project. Budgeted Survey cost for sub was \$15,000. Actual tracked survey cost was \$22,077.	\$7,077.00	Process, Survey	
4	Contract notes 2 site visits to view equipment - have done one with Jeremiah - Lincoln Area. Will likely have more than 2 total visits. Visit to West Virginia to view PW Tech Equipment is greater than the 200 miles outside of Seward listed in the contract but expenses worked out similar to that of travelling to NE.	\$8,153.00	Process	Assumes an additional 2 site visits for Jeremiah.
5	Contract called for Project Design Lead to attend public hearing. Celina also attended at request of City.	\$0.00	Process	After discussion, this item was removed because our contract is not clear on number of attendees from SEH.
6	Contract notes continued use of anaerobic digestion. We're designing aerobic digestion as part of the project.	\$39,332.00	Process, Structural, Geotechnical, Architecture, Mechanical, Electrical, Controls, Civil	This item includes deletion of approximately \$43,000 of labor related to anaerobic digestion and gas safety improvements. It adds labor for design of the aerobic digestion tanks, diffusers, mixers, blowers, pumping, and piping and also demolition of the existing anaerobic digestion systems.
7	Contract notes that Raw Sewage Pumping building will be reused with new hvac, heating and electrical work. Building is actually being converted - entire lower level will be wetwell with suction lift pumps on second floor. Note, this alternative includes more bypass and sequencing planning.	\$31,047.00	Process, Structural, Geotechnical, Architecture, Mechanical, Electrical, Controls, Civil	Some of the work - electrical, HVAC - originally planned in the contract is still applicable. The amount shown is for additional work for conversion of the lower level to a wetwell and second level to a pump room/dry well. It also includes additional planning time for bypass and sequencing as this option will require the Raw Sewage Pumping Building to be taken offline completely during construction.
8	Contract notes that screening and grit classifier and pump will be housed in an existing building space. They will be placed in the new Operations Building.	\$21,225.00	Process, Structural, Geotechnical, Architecture, Mechanical, Electrical, Controls, Civil	This item includes deletion of approximately \$48,000 of labor related to design of the screening and grit removal processes in existing spaces. It adds labor for design of the new screening and grit removal room in the Operations Building, including HVAC to provide necessary air exchanges in the new space.
9	Contract states that WAS storage will be needed but anticipates using an existing tank for this purpose. New WAS wetwell will be on the lower level of the Operations Building.	\$14,551.00	Process, Structural, Geotechnical, Architecture, Mechanical, Electrical, Controls, Civil	Original Contract included approximately \$18,000 in labor for design of the aeration/mixing system and existing tank modifications. The amount shown is for design of the new tank.
10	Contract does not state that sludge thickening will be included. Sludge thickening is proposed prior to digestion. Dedicated room planned in the Operations Building for sludge thickening. Also need to include pumping, piping, HVAC, and electrical in these extras.	\$55,565.00	Process, Structural, Geotechnical, Architecture, Mechanical, Electrical, Controls, Civil	

Item Number	Description of Change	Approximate Cost	Disciplines Involved in Change	Comments
11	Contract states that dewatering system will be designed in a new building. The dewatering system is planned to be placed in the Existing Sludge Loadout Building. This is a savings in labor since a new building design is not needed. However, building modifications will be necessary to accomodate the equipment.	\$1,691.00	Process, Structural, Geotechnical, Architecture, Mechanical, Electrical, Controls, Civil	Original contract includes approximately \$35,000 in labor. Some of this will be saved in that a new building design is not necessary. However, modifications to the sludge loadout building will be necessary to accommodate the dewatering equipment and new loadout. We will also need to plan for sequencing of electrical loads and emergency backup generator since much of the existing plant is fed from this building.
12	Contract states the sludge drying bed will be converted to covered cake sludge storage. Instead an existing trickling filter tank will be used for cake sludge storage.	\$29,555.00	Process, Structural, Geotechnical, Mechanical, Electrical, Controls, Civil	Typically a cake sludge storage structure would be specified by a performance based specification in which the contractor would be responsible for design of the foundation, structure, and cover. Additional design time will be required if using an existing tank.
13	The contract notes design of both influent and effluent equalization for the SBR system. These will not be needed and can be deleted from the contract.	(\$73,400.00)		
14	Remodel of Admin Building. Add Mens and Womens restrooms, ADA compliance.	\$21,916.00	Architecture, Mechanical, Electrical	Contract notes design of in-kind replacements. Complete Building Remodel Identified. Additional cost for architecture, electrical, and mechanical.
15	Storage/Vehicle Garage Design	\$42,951.00	Process, Structural, Geotechnical, Mechanical, Electrical, Controls, Civil	New Building
16	Hotel and expenses for Tim and Mike related to site visit - Martinsburg, WV	\$2,000.76		\$212.80 each for hotel, \$408.60 each for outbound flight, \$308.98 each for return flights, \$35 each booking fee per ticket
17	Controls Additional Scope based on electrical and controls site visit in January, 2023.	\$10,426.00	Controls, CAD	Concurrent upgrade to SCADA software and computer at Water Treatment Plant. Work with IT to provide secure cell-connected portables. Ridge Run Pump Station control panel connected to SCADA. Integration of sites soon to be connected by fiber. Secondary monitoring of fire alarm and gas detection systems.
18	Additional visit for Jeremiah to take Brandon and Mike to plant in Boxelder, SD	\$2,000.00		
19	Raw Sewage Pump Station Building changes	\$18,459.47		
20	Project Move - estimates, capacity review, meeting attendance	\$5,789.16		
21	Controls - Additional Meeting and site visit in May, 2023, and changes to scope			
22	Surcharge of soil for SBR basin - additional plans, specs to City	\$11,704.92		
23	Coordinate Constructability and Cost Review with up to three contractors who may have interest in the project.	\$11,700.00		
24				
25				
26				
27				

TOTAL: \$271,243.31

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Seward ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective October 18, 2021, this Supplemental Letter Agreement dated May 10, 2023 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Wastewater Treatment Facility Improvements - Design Engineering Services Amendment.**

Client's Authorized Representative: Greg Butcher

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

Telephone: 402.643.2928 **email:** greg.butcher@cityofsewardne.gov

Project Manager: Colin Marcusen

Address: 2351 Connecticut Avenue, Suite 300, Sartell, Minnesota 56377

Telephone: 320.229.4359 **email:** cmarcusen@sehinc.com

Scope: The Services to be provided by Consultant:

Due to uncertainty in project funding and schedule, SEH proposes to prepare 90% design documents, discuss these documents with the City and make necessary changes, and then put the project on hold. This will fulfill the requirements of the Amended Agreement and bidding services and other removed scope items described below will be included in a future agreement that will include construction administration services.

This Amendment includes changes in scope due to design decisions agreed upon by the City and SEH staff.

Items Added to the Scope by this Amendment (also described in the attached Additional Services Log):

- Attendance of 2021 WEFTEC Conference by SEH Project Design Lead.
- Preparation of full Facility Plan rather than an Amendment.
- Additional survey work to tie the WWTF into the correct coordinate system.
- Additional SEH travel expenses and time for equipment site visits.
- Attendance of Public Hearing by Project Engineer.
- Design of Aerobic Digestion rather than improvements to anaerobic digestion system.
- Redesign of Raw Sewage Pumping Building to change the lower level to a Wetwell and then a change in scope later on in the design process to change back to Wetwell/drywell design.
- Design of building space for screening and grit classifier, rather than use of existing space.
- Design of WAS storage tank rather than reuse of an existing tank.
- Design of sludge thickening process.
- Design of building modifications related to sludge dewatering process.
- Design time to consider use of an existing trickling filter tank for cake sludge storage.
- Remodel of Administration Building.
- Design of a storage/vehicle garage.
- Travel expenses for City staff to make an equipment visit to West Virginia.
- Controls revisions, including upgrade of SCADA software and computer at the Water plant and connection of lift stations to SCADA.
- Travel expenses and time for Project Design Lead to attend an extra equipment site visit in Boxelder, SD.
- Preparation of cost estimates, a capacity review and meeting attendance related to a potential new industry.
- Time and travel expenses for Controls Engineer to attend an additional control meeting in May 2023.
- Design of SBR basin soil surcharge and delivery of design documents to the City.
- Coordination of a Constructability and Cost Review with up to three contractors who may have interest in the project.

Items Removed from Scope Laid Out in the Original Contract:

- Design of influent and effluent equalization systems, which are no longer required for this design.
- Submittal of Design Documents to NDEE for review and approval as listed under part 3.2 of the Scope of Services.
- Revisions of Design Documents as it relates to NDEE review.
- Preparation of NPDES Permit Modification Documents.
- Revisions to the Design Documents related to any changes in planned flow or loading.
- Floodplain permitting.
- Bidding Services listed as Task 4 in the Scope of Services.

Schedule:

SEH is continuing work on preparation of 90% design documents. We anticipate delivery of a set of these documents in late May 2023, followed by a meeting to discuss the documents in mid-June.

Payment:

The fee for this Amendment is hourly estimated to be \$278,786.00 including expenses and equipment. This additional Amendment fee increases the original not-to-exceed contract amount from \$1,263,484 to \$1,542,270.00.

The revised estimated fee is subject to a not-to-exceed amount of \$1,542,270.00 including expenses and equipment.

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

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

Short Elliott Hendrickson Inc.

City of Seward

By: *Kathy Crowson*
 Full Name: Kathy Crowson
 Title: Principal, Regional Practice Center Leader

By: _____
 Full Name: _____
 Title: _____

6. Consideration of a Professional Services Agreement with HDR Engineering, Inc. for the Final Design of the Interior Drainage and Pump Station Improvements Project in the Amount Not to Exceed \$419,780.00 - City Engineer Oneby

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this _____ day of _____, 2023, between the City of Seward, Nebraska (“OWNER”) a municipality within the state of Nebraska, with principal offices at 537 Main Street, Seward, NE 68434, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as the Seward Levee Interior Drainage Pump Station (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

In accordance with this agreement, the OWNER agrees to pay for railroad fees associated with project approvals required in addition to any real estate fees for temporary and

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of

- Direct Labor Costs times a factor of 3.195 for the services of ENGINEER’S personnel engaged on the Project, plus Reimbursable Expenses, not to exceed \$ _____.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost times a multiplier of 3.195 (three point one nine five) to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expense.

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.

"ENGINEER"

BY: _____

NAME: Matthew B. Tondl, PE

TITLE: Senior Vice President

ADDRESS: 1917 S. 67th Street
Omaha, NE 68106

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

TERMS AND CONDITIONS

ATTACHED TO AGREEMENT

SCOPE OF SERVICES

PART 1.0 PROJECT DESCRIPTION

The purpose of this Project is to provide data collection, surveying, draft and final design plans and specification, permitting and authorization review, updated benefit cost analysis (BCA) and public bidding documents for the construction of the City of Seward's Interior Drainage and Pump Station Improvements Project.

1.1 Project Background

The City of Seward (City) is provided flood risk reduction by the Seward, NE Flood Protection Project along the Big Blue River (Seward Levee). The Seward Levee was originally constructed by the US Army Corps of Engineers (USACE) and is considered active in the USACE Public Law 84-99 program, or the Rehabilitation and Inspection Program (RIP) for levee systems. Active status indicates that the City has operated and maintained their levee system in accordance with USACE criteria.

The City has multiple gravity drainage structures and one pump station that manages the City's drainage interior to the levee. The pump station was constructed by the City following completion of the levee project. The existing pump station site is situated landward of the Seward Levee at the southern end of South 10th Street. The pump station structure is located north of an active Burlington Northern Santa Fe (BNSF) track with a storm conveyance system that is routed under the tracks and through the existing levee. As the City has grown, the pump station no longer provides the desired level of flood risk reduction for stormwater runoff interior to the levee.

Following the 2019 flood event, the City further evaluated the interior drainage risk and applied for, and was awarded, grant funds from the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP). The funds are targeted for the design, authorization, and construction of interior drainage and pump station improvements for reduced interior flooding risk and increased resiliency during future flooding events. The grant application was informed by an interior drainage evaluation to support the grant application. The evaluation resulted in a proposed project consisting of: a new pump station and building, new force main piping, new gatewell structure, new outfall structure, and removal of existing equipment and structures.

PART 2.0 SCOPE OF SERVICES

The major tasks for the SCOPE OF SERVICES for the City of Seward Interior Drainage and Pump Station Improvements Project is provided below:

- Task Series 100 – Project Management and Coordination
- Task Series 200 – Data Collection and Coordination
- Task Series 300 – Preliminary Design
- Task Series 400 – 60% Design
- Task Series 500 – Final Design
- Task Series 600 – Permitting and Authorization Requests
- Task Series 700 – Bidding Services

The following scope defines the work elements associated with the City of Seward's Interior Drainage and Pump Station Improvements Project.

TASK SERIES 100 – PROJECT MANAGEMENT AND COORDINATION

Objective: Provide management activities over the Project duration including planning, organizing, and monitoring Project Team activities, preparing and monitoring design criteria, coordinating and managing the subconsultants, and Project cost control.

HDR Activities: **110 – Project Management**

- Internal project initiation
- Develop safety plan
- Project management
- Budget and invoice management
- Schedule monitoring and update for Project development
- Set Project communication and coordination standards
- Manage QC processes for Project evaluations and deliverables

120 – CITY Coordination Meetings

- Prepare for and conduct up to four (4) meetings with the CITY (2 in-person, 2 virtual)
- Prepare agenda and meeting notes and distribute to meeting attendees

130 – HDR Coordination and Site Visit Meetings

- Hold up to four (4) internal coordination meetings
- Coordinate one (1) site visit for all design disciplines
- Prepare agenda and meeting notes and distribute to project team

Meetings/Travel:

- Four (4) CITY coordination meetings
- Four (4) Internal Coordination Meetings
- Travel to two (2) Meetings and one (1) Site Visit

Task Deliverables: Monthly invoicing and Meeting notes

Key Understandings and Assumptions:

- In-person meetings will be conducted at the City of Seward office or the public library. It is assumed that four (4) HDR staff will attend.
- HDR will prepare the meeting agenda and notes. Notes will be typed up and sent to CITY designated staff for review prior to distribution.
- Project management effort is based upon a one-year project duration.
- The City will coordinate any required HMGP grant extensions or amendments with the Nebraska Emergency Management Agency (NEMA) and FEMA.

Information and Services Provided by Others:

City will provide timely, organized comments on task deliverables.

TASK SERIES 200 – DATA COLLECTION AND COORDINATION

Objective: Collect additional data for detailed design and evaluation purposes.

HDR Activities:

Task 210 – Structural Inspection and Assessment

- Conduct a structural team site visit to inspect the existing box culvert.
- Create a technical memorandum outlining findings of field inspection and a structural assessment for future construction at or near the box culvert structure.
- Structural assessment will be used to determine the feasibility of constructing on existing culvert.

Meetings/Travel: The structural team will conduct one (1) site visit with travel from Omaha to Seward. Two (2) HDR personnel will perform the structural inspection. It is assumed that an overnight stay will not be required.

Task Deliverables:

- Meeting notes

- Survey data
- Structural Technical Memorandum

Key Understandings and Assumptions:

- The Geotechnical Engineering Report prepared by Terracon dated December 12, 2018, includes three borings obtained near the Project. The subsurface conditions described in this report will be utilized and no geotechnical borings or additional testing will be required for geotechnical analysis during design.
- Any access to private or City land during site visits will be coordinated through the City. The City will arrange for rights of entry for the surveyor and site visits.
- Survey to be collected and provided by the City includes bathymetric, topographic, and boundary survey. Survey will capture all drainage and drainage-related features at all outfalls interior to the levee. Survey will include all features inside and adjacent to the riverward toe of levee, including – but not limited to – pipes, end sections, outfall structures, outfall channels, and maintenance access roads. Survey will not include a full topographic survey of the entire levee project area.
- The City’s surveyor will provide subsurface utility engineering (SUE) to locate utilities within the defined survey areas. The SUE shall be performed in accordance with the American Society of Civil Engineers (ASCE) *Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data*, Quality Level C.

Information and Services Provided by Others:

- City will provide timely, organized comments on task deliverables.
- City will provide requested data, if available.

TASK SERIES 300 – PRELIMINARY DESIGN

Objective: Prepare and conduct preliminary design on proposed improvements.

HDR Activities: **310 –Create CADD Basefiles and Sheets**

- Incorporate City provided topographic survey of the proposed pump station site.
- HDR will review survey data for accuracy and consistency.

320 – Pump Station Civil Design

- Establish pump station design criteria and summarize in a basis of design report for new pump station.
- Develop pump station and outfall hydraulic design including pump sizing and selection.
- Pump station building meeting (virtual) with Client to establish building type, preferences and location.
- Conduction preliminary pump station design including process, mechanical, electrical, instrumentation, structural and site design.
- Design pump station discharge.
- Design existing pump station abandonment plan.

330 – Pipe and Gatewell Civil Design

- Develop hydraulic design and sizing for outfall pipe with flap gate and gatewell with slide gate in accordance with USACE EM 1110-2-2902.
- Conduction preliminary pipe and gatewell design including process, mechanical, structural and site design.
- Design temporary ring levee and drainage during construction
- Design existing pipe and gate abandonment plan.

340 – Electrical and SCADA Design

- Controls and SCADA meeting (virtual) with client to establish communication protocols and preferences.
- Develop recommendations for pump station controls and SCADA.

350 – Utility and Railroad Design and Coordination

- Incorporate surface and subsurface utility locations and ownership
- Develop coordination plan with utilities and railroad
- Contact BNSF and discuss protections and precautions necessary during construction.
- Review BCA analysis and provide update to OPCC and benefits without revised interior drainage analysis.

360 – Preliminary Design Plans and QC (no specs)

- Develop plans to 30 percent level of completion.
- Perform quality control review of documents prior to submittal.
- Prepare preliminary opinion of probable construction cost.

Meetings/Travel: Travel included in Task Series 100.

Task Deliverables: Preliminary Design Plans (Up to 12 Sheets)

Key Understandings and Assumptions:

- Submittals will be provided in electronic format.
- Design to be completed using AutoCad Civil 3D, latest version as of the date of this proposal.
- Pump station consists of single vertical turbine pump electrically driven.
- Pump station building is assumed to be either CMU block type or pre-fabricated type. Pump station building to house electrical and control equipment.
- Emergency generator will be sized to operate the pump station upon loss of utility power.
- Consideration will be given to reusing of existing engine driven pump as back-up instead of an emergency generator.
- Intent is to use existing culvert, east barrel for pump suction intake.
- A structural review of the existing culvert will be necessary if new pump or building to be placed on top of culvert.
- Hydraulic modeling for the Big Blue River will be provided by the Client and based on the May 2020 Flood Insurance Study.
- Previous interior drainage analysis and benefit cost analysis (BCA) used for the HMGP grant will be provided by the Client
- Update of BCA will be coordinated with the Client prior to continuation of further design.

TASK SERIES 400 – 60% DESIGN

Objective: Prepare for and conduct 60% design for the proposed improvements.

HDR Activities: 410 – Geotechnical Analysis and Recommendations TM

- Assemble and review existing geotechnical information and field investigations performed to supplement information available from existing sources.
- Prepare design subsurface profile to estimate geologic boundaries within the foundation soils. For each subsurface layer, design soil parameters for slope stability, underseepage analyses, and settlement will be developed.
- Design analyses will consist of:
 - Bearing capacity for the gateway structure.
 - Lateral earth pressure for the gateway structure.
 - Slope stability for the temporary excavation into the levee.
 - Slope stability for a temporary ring levee.

- Underseepage for a temporary ring levee.
 - Settlement of the levee.
- Develop mitigation measures to achieve project requirements.
- Develop construction-related recommendations.
- The geotechnical analysis and recommendations will be documented in a technical memorandum.
- Collaborate with design team during design development.
- Review and edit earthwork related plans and specifications developed during civil and structural design.

420 – Structural Analysis Design Plans and TM

- Define the structural basis of design
- Develop preliminary structural drawings and calculations
 - Structural plans, sections and details
- Develop preliminary specifications.
- Perform quality control review of documents prior to submittal
- The structural analysis and recommendations will be documented in a written TM.

430 – Interior Drainage Analysis and TM

- Review initial interior drainage evaluation model and documentation prepared to support grant application.
- Update the interior drainage analysis hydrology and hydraulics based on the 60% design and utilizing the XP-STORM model prepared as part of the initial interior drainage evaluation. Model advancement is anticipated to include confirmation/correction of interior drainage boundaries. Key elevations at the existing pump station will be updated using the project topographic survey..
- The model will be utilized to determine maximum ponding WSELs on the landward side of the levee for the proposed pump station. Interior drainage modeling will include up to three (3) design alternatives to confirm pump station capacity and operating parameters. A joint probability analysis will be conducted for the selected alternative in accordance with USACE Engineering Manual (EM) 1110-2-1413 Hydrologic Analysis of Interior Areas by comparing the maximum ponding WSELs with riverine WSELs available from the effective hydraulic model. Interior storm events to be evaluated include the 2-year, 5-year, 10-year, 25-year, 50-year, 100-year, and 500-year storm events using rainfall depths from NOAA 14. These will be evaluated against riverine elevations for the 10-year, 25-year, 50-year, 100-year, and 500-year profiles.
- Develop a TM to document the data used, methods and results.

440 – Pump Station Civil Design

- Update pump station and outfall hydraulic design, calculations and pump sizing.
- Develop preliminary process drawings to 60% level.
- Develop preliminary specifications.

450 – Pipe and Gatewell Civil Design

- Update the hydraulic design and sizing for outfall pipe with flap gate and gatewell with slide gate in accordance with USACE EM 1110-2-2902.
- Refine pipe and gatewell design including process, mechanical, structural and site design.
- Refine temporary ring levee and drainage during construction
- Develop preliminary drawings to 60% level.
- Develop preliminary specifications.

460 – Electrical and SCADA Design

- Incorporate review comments from review meeting
- Develop plans and specifications to 60% level of completion.
- Develop control sequence and communication specifications for pump station controls and SCADA.

470 – Utility and Railroad Design and Coordination

- Contact utility companies identified during survey. Incorporate protections or mitigations for utilities
- Contact BNSF and discuss proposed construction and sequencing. Provide preliminary design for reference.

480 – Complete 60% Design Plans and Specs (QC)

- Compile drawings and specifications to support 60% design.

490 – Complete 60% Design OPCC and Update BCA TM

- Prepare OPCC based on 60% Design
- Prepare BCA analysis and document in TM for Hazard Mitigation Grant

Meetings/Travel: None

Task Deliverables:

- Design documents at 60% deliverables

- Draft Technical Specifications and Opinion of Probable Construction Cost (OPCC) at 60% deliverables. It is assumed the OPCC will be completed in accordance with the Association for the Advancement of Cost Engineering (AACE) Class 2.
- Geotechnical Analysis and Recommendations TM (for inclusion in Section 408 submittal)
- Structural Analysis TM (for inclusion in Section 408 submittal)
- Interior Drainage Analysis and TM (for inclusion in Section 408 submittal)
- Hydraulics for the Big Blue River will be provided by the Client and based on the May 2020 Flood Insurance Study.
- Previous interior drainage analysis and benefit cost analysis used for the HMGP grant will be provided by the Client
- 60% Design OPCC and BCA Analysis TM. Update of BCA will be coordinated with the Client prior to continuation of further design.
- HDR drawing standards and standard specifications will be utilized for the purposes of this project.

Key Understandings and Assumptions:

- Submittals will be provided in electronic format.
- EJCDC standard front end documents will be utilized. HDR standard specifications will be utilized.
- Drawings will be created in AutoCad Civil 3D 2022 edition. HDR standard details will be used.
- The following sheets (38) are anticipated in the drawing set:
 - Cover sheet
 - General notes sheet
 - Index of drawings and General legend and symbols
 - Quantities sheet
 - Project controls sheets (1)
 - Removals sheets (4)
 - Typical sections (1)
 - Civil details (2)
 - Plan and profile: 9+15L Culvert Replacement
 - Plan and profile: Pump Station Discharge
 - Plan and profile: Temporary Ring Levee (2 Sheets)
 - Stormwater Pollution Prevention Plan (2 sheets)
 - Pump Station Sheets
 - Life Safety (1 Sheet)
 - Structural/Architectural (4 Sheets)
 - Process (2 sheets)

- Mechanical (1 Sheet)
 - Electrical (4 Sheets)
 - Instrumentation (2 Sheets)
 - Gatewell Structure Sheets
 - Structural Sheets (3)
 - Outfall Structure Sheets
 - Structural Sheets (3)
- No Architectural Sheets are assumed as part of the drawing set.
- Quality control reviews will occur on all deliverables prior to submittal to the City.
- Opinions of probable construction cost (OPCCs) will be prepared for this project in accordance with the Association for the Advancement of Cost Engineering (AACE) Class 2 format.
- The need for additional mitigation measures to address underseepage and slope stability will be assessed in accordance with guidance provided in EM 1110-2-1913 “Design and Construction of Levees”.
- A total of two (2) design water surfaces will be considered for the slope stability and seepage analyses.
- Stability or seepage mitigation measures, if necessary, will consist of a landside berm.
- Evaluation of an Owner-furnish borrow source is not included.
- Design of a granular filter diaphragm will not be required.
- Current gate closure elevations provided by the City will be applied to the interior drainage analysis.
- No revisions to mapped floodplains or flood hazard data will be submitted to FEMA as a result of this project.

TASK SERIES 500 – FINAL DESIGN

Objective: Prepare for and conduct final design for the proposed improvements.

HDR Activities: 510 – Complete Pump Station Civil Design

- Incorporate review comments from City review and permitting.
- Complete final plans and specifications.

520 – Complete Pipe and Gatewell Civil Design

- Update the hydraulic design and sizing for outfall pipe with flap gate and gatewell with slide gate in accordance with USACE EM 1110-2-2902.
- Refine pipe and gatewell design including process, mechanical, structural and site design.

530 – Update Structural Analysis Design Plans and TM

- Finalize structural drawings and calculations
- Structural plans, sections and details
- Finalize specifications.
- Perform quality control review of documents prior to submittal

540 – Complete Electrical and SCADA Design

- Incorporate review comments from City review and permitting
- Complete final plans and specifications.

550 – Update Geotechnical Analysis and Recommendations TM

- Update design analyses.
- Update geotechnical analysis and recommendations technical memorandum.
- Collaborate with design team during design development.
- Review and edit earthwork related plans and specifications developed during civil and structural design.

560 – Update Interior Drainage Analysis

- Review and update the interior drainage analysis hydrology and hydraulics based on the final design.
- Develop a TM to document the data used, methods and results

570 – Utility and Railroad Design and Coordination

- Contact utility companies with update based on final design. Incorporate protections or mitigations for utilities
- Contact BNSF and discuss protections and precautions necessary during construction. Update final design plans accordingly. Prepare and submit BNSF utility crossing application for pipelines.

580 – Prepare Final Plans and Specs (QC)

- Compile drawings and specifications for final design.
- Submit three sets of plans and specifications to NDEE for review and approval.

590 – Prepare Final OPCC and Update BCA TM

- Prepare OPCC based on final Design
- Update BCA analysis and document in TM for Hazard Mitigation Grant

Meetings/Travel: None

Task Deliverables:

- Final Design Drawings
- Final Technical Specifications and OPCC at 90% deliverables
- Geotechnical Analysis and Recommendations TM (for inclusion in Section 408 submittal)
- Structural Analysis TM (for inclusion in Section 408 submittal)
- Interior Drainage Analysis and TM (for inclusion in Section 408 submittal)

Key Understandings and Assumptions:

- Submittals will be provided in electronic format. Design review meetings will be held in person and will include hard copies of 11x17 drawings for review. A hard copy of specifications will be provided for the final design review.
- EJCDC standard front end documents will be utilized. HDR standard specifications will be utilized.
- Drawings will be created in AutoCad Civil 3D 2022 edition. HDR standard details will be used.
- The following sheets (38) are anticipated in the drawing set:
 - Cover sheet
 - General notes sheet
 - Index of drawings and General legend and symbols
 - Quantities sheet
 - Project controls sheets (1)
 - Removals sheets (4)
 - Typical sections (1)
 - Civil details (2)
 - Plan and profile: 9+15L Culvert Replacement
 - Plan and profile: Pump Station Discharge
 - Plan and profile: Temporary Ring Levee (2 Sheets)
 - Stormwater Pollution Prevention Plan (2 sheets)
 - Pump Station Sheets
 - Life Safety (1 Sheet)
 - Structural/Architectural (4 Sheets)
 - Process (2 sheets)
 - Mechanical (1 Sheet)
 - Electrical (4 Sheets)
 - Instrumentation (2 Sheets)
 - Gatewell Structure Sheets

- Structural Sheets (3)
- Outfall Structure Sheets
 - Structural Sheets (3)
- No Architectural Sheets are assumed as part of the drawing set.
- Quality control reviews will occur on all deliverables prior to submittal to the City.
- Opinions of probable construction cost (OPCCs) will be prepared for this project in accordance with the Association for the Advancement of Cost Engineering (AACE) Class 2 format.
- Hydraulics for the Big Blue River will be provided by the Client and based on the May 2020 Flood Insurance Study.
- Previous interior drainage analysis and benefit cost analysis used for the HMGP grant will be provided by the Client
- Only one submittal of the BNSF crossing permit is assumed. Client is responsible for BNSF permit and review fees. The fees are not included as part of this scope of work.

TASK SERIES 600 – ENVIRONMENTAL FIELD SURVEYS, PERMITTING, AND AUTHORIZATION REQUESTS

Objective: Prepare permitting submittals and request City and agency comments for permit applications and authorization requests in support of the project. Because a Section 408 permission is required, National Environmental Policy Act of 1969 (NEPA) requirements apply, including the Council on Environmental Quality’s (CEQ) Regulations (40 Code of Federal Regulations [CFR] 1500–1508), as reflected in the USACE Engineer Regulation (ER) 200-2-2, Procedures for Implementing NEPA.

Given the potential areas of impacts and the types of activities required for repair and enhancement of the levee system (which is a federal flood improvement system project authorized in the Flood Control Act of 1950 (Public Law 516, 81st Congress 2nd Session, approved 17 May 1950), HDR does not recommend preparing an Approved Jurisdictional Determination to USACE. This scope assumes that the level of Section 404 permitting and 408 authorization will be determined during the preparation of the 60% design.

HDR Activities

610 – Early Agency Coordination

- Conduct up to two (2) coordination meetings to address the NEPA process.

- Establish a database of federal and state agencies planned for early coordination to meet NEPA requirements. Develop an early coordination package of project information including letters and figures, coordinate with USACE for review and approval of agency database and early coordination package, and distribute package to selected agencies.

Deliverables

- Early federal and state agency coordination package

Key Understandings and Assumptions:

- HDR assumes one iteration of revisions for USACE comments.
- Coordination with tribal entities, if needed, would be completed by USACE.

620 – Threatened and Endangered Species

- Complete a Nebraska Game and Parks Commission (NGPC) CERT process and a US Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) review for identification of potential threatened and endangered species within or near the project area.

Deliverables

- USFWS IPaC and NGPC CERT

Key Understandings and Assumptions:

- HDR assumes that no Biological Assessment (BA) will need to be prepared for the project based on most T&E species likely having a no effect determination, and any others having a “may affect but not likely to adversely affect” determination with standard commitments. If a BA is needed, additional work would be completed as supplemental services.

630 – Wetland Delineation

- Review readily available information via desktop analysis to locate potential wetlands and waters of the US. The project area would be reviewed using National Wetland Inventory (NWI) maps, USGS topographic maps, NRCS soil survey, the National Hydrography Dataset (NHD), and aerial photography.
- Perform wetland and stream delineation in accordance with the 1987 Corps of Engineers Manual and the Great Plains Regional Supplement to the Corps of Engineers Wetland Delineation Manual

(Environmental Laboratory 2010) to support Section 404 Clean Water Act permit application preparation.

- Prepare a wetland and other waters of the US delineation report documenting the type (Cowardin and Nebraska Sub-Class), size, and location of wetlands identified at the site.

Deliverables

- Wetland and stream delineation report and associated GIS geodatabase (electronic deliverable)

Key Understandings and Assumptions:

- Two (2) HDR personnel will perform the wetland delineation. It is assumed an overnight stay will not be required.
- The on-site threatened and endangered species habitat review would be performed concurrent with the wetland delineation.
- No wetland or stream functional assessments, floristic quality indices, or other biological functional models would be used.
- The City will provide access (right of entry) to the site and any necessary site safety briefing and guidance for the site visit.

640 – Hazardous Materials Review

Complete a hazardous materials review of the project area including a desktop data review and site visit. Prepare a hazardous materials report including figures, photo documentation, and potential effect determinations.

Deliverable: Hazardous materials report

Key Understandings and Assumptions:

- One (1) HDR employee will perform the hazardous materials review. It is assumed an overnight stay will not be required.
- No samples for analytical laboratory analysis are proposed to be conducted. If sampling is needed for water quality, hazardous materials analysis or other requirement, these could be added to the scope as supplemental services.
- The City will provide access (right of entry) to the site and any necessary site safety briefing and guidance for the site visit.

650 – Cultural Resources Review

HDR will submit a request to the Nebraska SHPO for all records of known cultural resources and previous cultural resource surveys within one (1) mile of the project area. In addition, HDR will consult general land office (GLO) maps, the online listings of the National Register of Historic Places

(NRHP), and available historic aerial imagery and topographic maps to identify cultural resources in the project area. This records search and background research will assist any Section 404 permitting requirements.

Deliverable: Written correspondence with NE SHPO.

Key Understandings and Assumptions:

- SHPO will provide records within two (2) weeks of the request for information.

660 – Record of Environmental Considerations

- Prepare a USACE Record of Environmental Consideration (REC) document to justify the categorical permission for the pump station improvements in accordance with NEPA requirements.

Deliverable: Categorical Permission

Key Understandings and Assumptions:

- HDR assumes two iterations of revisions for City and USACE comments.
- A Drilling Program Plan (DPP) Section 408 Categorical Permission is not anticipated and is not included in this scope. If a DPP Categorical Permission is determined to be needed later, the additional work would be completed via a supplement.
- The cultural resources Phase I archaeological survey will be conducted outside of levee ROW, precluding the need for a Section 408 Categorical Permission for survey.
- A Section 408 Categorical Permission for the project is anticipated. HDR assumes that the project will have a Section 106 no effect on historic properties or no adverse effect to historic properties and qualify for a Section 404 Nationwide Permit. If a Section 106 adverse effect is determined or a Section 404 Individual Permit is needed, a Section 408 Environmental Assessment would be required and work would be completed via a supplement.

670 – Section 404 Permit Application

- Section 404 Permit Pre-Application Meeting with the City and USACE. Meeting would be held at Omaha at the USACE Regulatory Office (Wehrspann).
- Prepare a Section 404 Clean Water Act Nationwide Permit Pre-Construction Notification for submittal to USACE Omaha District Regulatory office.

Meetings/Travel:

- One (1) in-person CWA Section 404 Pre-Application Meeting with the City and USACE.

Task Deliverables:

- Section 404 Nationwide Permit Pre-Construction Notification Application Package

Key Understandings and Assumptions:

- Up to three (3) HDR personnel would attend the Pre-Application Meeting with the City and USACE.
- HDR assumes two iterations of revisions for City and USACE comments.
- This scope is developed assuming an Individual Permit will not be required.
- It is assumed that Section 404 authorization will be secured through a Nationwide Permit #31 Maintenance of Existing Flood Control Facilities. Section 401 Water Quality Certification has been issued for NWP #31.
- A Section 404 permit pre-application requires a minimum of 60 percent design. If 60 percent design is used instead of 90 percent design, impacts will be conservative. If 60 percent design is used for the application, this scope does not include a permit amendment if impacts notably change.
- Wetland and stream mitigation, if needed, are not included in this scope of work, but can be provided as additional services.
- Given the potential areas of impacts, HDR does not recommend preparing an Approved Jurisdictional Determination to USACE.

680 – Section 408 60% Submittal

- Prepare a USACE Section 408 submittal for all improvements within the critical area of the Seward Levee.
- Submit to the CITY for review following 60% Design.
- Incorporate CITY comments.

690 – Section 408 Final Submittal

- Incorporate City comments and submit to USACE.
- Incorporate and respond to one set of comments with USACE during Final Design.

691 – Floodplain Permit Application

- Prepare floodplain permit application for work within the Zone AE floodway fringe for areas riverward of the Seward Levee System.
- Prepare technical memorandum to accompany the floodplain permit application.
- Submit to the City Public Works Department for review.
- Incorporate City comments and submit to the City's floodplain administrator.
- Incorporate and respond to one set of comments from the floodplain administrator.

692 – Stormwater Pollution Prevention Plan NOI

- Prepare notice of intent (NOI) forms and documentation for submittal.
- Submit to the City Public Works Department for review.
- Incorporate City comments and submit to the Nebraska Department of Environment and Energy (NDEE).

Meetings/Travel:

- The Section 408 meeting with USACE will be virtual. Five (5) HDR personnel will attend online.

Task Deliverables:

- Section 408 Record of Environmental Considerations (REC) Document
- NEPA Draft Documentation-Section 408 Submittal with NEPA Documentation

Key Understandings and Assumptions:

- Coordination with respect to Section 408 will be through USACE Kansas City District.
- One Hard Copy of the Section 408 submittal (including plans and selected specifications) will be required as part of the 408 submittal at both 60% and Final Design.
- The Section 408 submittal will be prepared in accordance with the USACE Engineering Circular (EC) 1165-2-220 *Policy and Procedural Guidance for Processing Requests to Alter US Army Corps of Engineers Civil Works Projects Pursuant to 33 USC 408*,

effective on September 10, 2018. Should revisions to the EC be incorporated prior to the Section 408 package submittal, an Amendment for Additional Services may be required.

- USACE approved Engineering and Construction Bulletin (ECB) Number 2019-15 *Interim Approach for Risk-Informed Designs for Dam and Levee Projects*, effective on October 8, 2019. It is assumed that a pre-submittal meeting with USACE will occur prior to completion of the Section 408 submittal. At this time, there is no time allotted for incorporating risk-informed decision making into the design. Should this become a requirement, an Amendment for Additional Services will be required.
- USACE has a draft version of Engineering Manual (EM) 1110-2-1913 *Design and Construction of Levees* out for public comment and is in the process of reviewing submitted comments. At this time, USACE has anticipated finalizing this EM by the middle of 2023. There are proposed revisions contained within the EM that have the potential to modify the geotechnical design and Section 408 review process. At this time, pre-coordination with USACE Omaha District has indicated that they do not currently have an implementation plan ready for the new guidance, should it go into effect by the end of the year. Given the uncertainty with the new guidance, we are currently assuming that no change to the current approach is anticipated. If this changes midway through the project, an Amendment for Additional Services may be required.
- It is assumed that all proposed work riverward of the levee, both temporary berm and permanent outfall, will be located within the floodway fringe. It is assumed that no riverine hydraulic analysis is required in support of the floodplain development permit.

TASK SERIES 700 – BID-PHASE SERVICES

Objective: Support the City of Seward for completion of bid phase services.

HDR Activities: 710 –Prepare for Advertisement

- Prepare final drawings, specifications, and front end documents responding to the City’s Procurement Department.

720 – Provide Responses to Potential Bidder Questions

- Provide responses to the City for prospective bidder questions during the advertisement period.

730 – Prepare and Submit Addenda

- Prepare and submit up to two (2) addenda as a result of prospective bidder questions or required modifications.

740 – Prepare for and Attend Pre-Bid Meeting

- Prepare for and attend one (1) pre-bid meeting.
- Provide pre-bid meeting notes to the City for their use in sending to prospective bidders.

750 - Evaluate Submitted Bids

- Review submitted bids for responsiveness and provide a letter to the City on recommended contractor selection.

Meetings/Travel: Pre-bid meeting.

Task Deliverables: Electronic set of documents for advertisement.
One (1) electronic set of documents for one (1) addendum

Key Understandings and Assumptions:

- All pre-advertisement meetings with the City in support of advertisement are covered in Task 200.
- The City will lead the advertisement notification as well as the addendum notifications.
- The pre-bid meeting will occur at City offices. HDR will run the pre-bid meeting. HDR will prepare the pre-bid meeting agenda and prepare a set of meeting notes. The meeting notes will be provided as an addenda.
- HDR will provide a set of electronic documents to a local planhouse for contractors to approach for printing, if desired. The cost will be paid for by the contractor.
- This scope of services does not include construction phase services.

Information and Services Provided by Others:

CITY will provide timely, organized comments.

ATTACHMENT A

FEE PROPOSAL

**CITY OF SEWARD
Drainage and Pump Station Improvements Project
FEE ESTIMATE - APRIL 2023**

TASKS	Labor																						Expenses				Est. Total Cost			
	Project Manager	QC, Senior Advisor	Senior Civil	Process	Mid-Level Civil	Senior Hydraulics	Mid-Level Hydraulics	Senior Geotechnical	Mid-Level Geotechnical	Senior Structural	Mid-Level Structural	Senior Environmental	Environmental Scientist	Railroad Coordination	Electrical	I&C	Mechanical	Economist (BCA)	GIS	CADD	Technical Editor	Accounting	Total Hours	Total Labor Cost	Printing	Travel		Misc.	Total Expenses	
Blended 2023/2024 Hourly Rates																														
	\$ 236.00	\$ 237.00	\$ 225.00	\$ 170.00	\$ 128.00	\$ 255.00	\$ 220.00	\$ 223.00	\$ 128.00	\$ 206.00	\$ 165.00	\$ 320.00	\$ 147.00	\$ 360.00	\$ 171.00	\$ 130.00	\$ 170.00	\$ 236.00	\$ 150.00	\$ 113.00	\$ 125.00	\$ 134.00								
100 - PROJECT MANAGEMENT AND SUBCONSULTANT COORDINATION																														
110	Project Management (12 months)	24			12																	10	46	\$8,540	\$100			\$100	\$8,640	
120	City Coordination Meetings	16			16				8				8										48	\$8,024	\$200			\$200	\$8,224	
130	Internal Coordination and Site Visit	16			10		8	4	8	3	8	3	8		6	8	4	4					90	\$16,232		\$500		\$500	\$16,732	
	Estimated Task Hours Subtotal	56	0	0	38	0	8	4	16	3	8	3	16	0	6	8	4	4	0	0	0	10	184							
	Estimated Task Cost Subtotal	\$13,216	\$0	\$0	\$4,864	\$0	\$1,760	\$892	\$2,048	\$618	\$1,320	\$696	\$2,352	\$0	\$1,026	\$1,040	\$680	\$944	\$0	\$0	\$0	\$1,340	\$32,796	\$300	\$500	\$0	\$800	\$33,596		
TASK 200 - DATA COLLECTION AND COORDINATION																														
210	Structural Inspection and Assessment									8	40												48	\$8,248		\$500		\$500	\$8,748	
	Estimated Task Hours Subtotal	0	0	0	0	0	0	0	0	8	40	0	0	0	0	0	0	0	0	0	0	0	48							
	Estimated Task Cost Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,648	\$6,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,248	\$0	\$500	\$0	\$500	\$8,748		
TASK 300 - PRELIMINARY DESIGN																														
310	Create CADD and GIS Basefiles														4	4	4		20	40			72	\$9,404				\$0	\$9,404	
320	Pump Station Civil Design		2	10	20								16										48	\$8,764				\$0	\$8,764	
330	Pipe and Gatewell Civil Design		2	8		24			4	14			18										70	\$11,000				\$0	\$11,000	
340	Electrical and SCADA Design														32	24	24						80	\$12,672				\$0	\$12,672	
350	Utility and Railroad Design and Coordination																		16				30	\$7,140				\$0	\$7,140	
360	Complete Preliminary Design Plans and QC (no specs)	2	4	4		16			4			6			4	8	8						100	\$14,158				\$0	\$14,158	
	Estimated Task Hours Subtotal	2	8	22	20	40	0	0	4	18	0	40	0	0	6	48	40	36	16	20	80	0	400							
	Estimated Task Cost Subtotal	\$472	\$1,896	\$4,950	\$3,400	\$5,120	\$0	\$0	\$892	\$2,304	\$0	\$6,600	\$0	\$0	\$2,160	\$8,208	\$5,200	\$6,120	\$3,776	\$3,000	\$9,040	\$0	\$0	\$63,138	\$0	\$0	\$0	\$0	\$63,138	
TASK 400 - 60% DESIGN																														
410	Geotechnical Analysis and Recommendations TM							44	112										2	20	2		180	\$26,958				\$0	\$26,958	
420	Structural Analysis Design Plans and TM									10	90								2	60	2		164	\$24,240				\$0	\$24,240	
430	Interior Drainage Analysis and TM				40	12	80												2		2		136	\$26,330				\$0	\$26,330	
440	Pump Station Civil Design		2	16	20								10										88	\$13,644				\$0	\$13,644	
450	Pipe and Gatewell Civil Design			6		30		4															40	\$6,070				\$0	\$6,070	
460	Electrical and SCADA Design														24	16	16						56	\$8,904				\$0	\$8,904	
470	Utility and Railroad Design and Coordination									4	16				4	8	8						8	\$2,124				\$0	\$2,124	
480	Complete 60% Design Plans and Specs (QC)		4	2	20	40				4	16				8	4	8						150	\$21,670	\$200		\$200	\$21,870		
490	Complete 60% Design OPCC and Update BCA TM	4			10						4				4	4	4						44	\$7,900	\$70		\$70	\$7,970		
	Estimated Task Hours Subtotal	4	8	24	40	120	12	84	44	112	14	120	0	0	4	40	28	28	12	8	160	6	866							
	Estimated Task Cost Subtotal	\$944	\$1,422	\$5,400	\$6,800	\$15,360	\$3,060	\$18,480	\$9,812	\$14,336	\$2,884	\$19,800	\$0	\$0	\$1,440	\$6,840	\$3,640	\$4,760	\$2,832	\$1,200	\$18,080	\$750	\$0	\$137,840	\$270	\$0	\$0	\$270	\$138,110	
TASK 500 - Final Design																														
510	Complete Pump Station Civil Design		2	12	24																		58	\$9,514				\$0	\$9,514	
520	Complete Pipe and Gatewell Civil Design			4		22																	46	\$5,976				\$0	\$5,976	
530	Update Structural Analysis Design Plans and TM									12	48									2	40	2		104	\$15,462				\$0	\$15,462
540	Complete Electrical and SCADA Design														24	12	12						48	\$7,704				\$0	\$7,704	
550	Update Geotechnical Analysis and Recommendations TM							16	40														60	\$9,238				\$0	\$9,238	
560	Update Interior Drainage Analysis				16	4	24													2		2		48	\$8,898				\$0	\$8,898
570	Utility and Railroad Design and Coordination			2		6																	10	\$1,938				\$0	\$1,938	
580	Prepare Final Plans and Specs (QC)		6	2	12	22				12	24				12	12	12						134	\$21,072	\$200		\$200	\$21,272		
590	Prepare Final OPCC and Update BCA TM	4				16									6	6	6						38	\$7,152	\$70		\$70	\$7,222		
	Estimated Task Hours Subtotal	4	8	20	36	66	4	24	16	40	24	72	0	0	2	42	30	30	12	8	100	8	546							
	Estimated Task Cost Subtotal	\$944	\$1,896	\$4,500	\$6,120	\$8,448	\$1,020	\$5,280	\$3,568	\$5,120	\$4,944	\$11,880	\$0	\$0	\$720	\$7,182	\$3,900	\$5,100	\$2,832	\$1,200	\$11,300	\$1,000	\$0	\$86,954	\$270	\$0	\$0	\$270	\$87,224	
TASK 600 - PERMITTING AND AUTHORIZATION REQUESTS																														
610	Early Agency Coordination	8				8		4		4			8	16									48	\$8,512	\$50		\$50	\$8,562		
620	Threatened and Endangered Species												4	16									20	\$3,280	\$10		\$10	\$3,290		
630	Wetland Delineation												8	48									66	\$10,362	\$50	\$200	\$50	\$300	\$10,662	
640	Hazardous Materials Review												24	36									68	\$11,960	\$50	\$200	\$250	\$12,210		
650	Cultural Resources Review												2	6									10	\$1,596	\$20		\$20	\$1,616		
660	Categorical Permission with REC												12	36									56	\$9,176	\$50	\$50	\$100	\$9,276		
670	Section 404 Permit Application												16	48									68	\$11,368	\$50	\$50	\$100	\$11,468		
680	Develop Section 408 60% submittal	6				40			2	4													52	\$7,500	\$50		\$50	\$7,550		
690	Revise Section 408 submittal - Final Design	4				24			2	4													34	\$4,978	\$50		\$50	\$5,028		
691	Floodplain Permit Application					8	4																12	\$2,044	\$20		\$20	\$2,064		
692	SWPPP/NOI					16																	18	\$2,498	\$20		\$20	\$2,518		
	Estimated Task Hours Subtotal	8	10	2	0	96	4	4	4	12	0	0	74	206	0	0	0	0	0	20	0	12	0	452						
	Estimated Task Cost Subtotal	\$1,888	\$2,370	\$450	\$0	\$12,288	\$1,020	\$880	\$892	\$1,536	\$0	\$0	\$17,168	\$30,282	\$0	\$0	\$0	\$0	\$0	\$3,000	\$0	\$1,500	\$0	\$73,274	\$420	\$500	\$50	\$970	\$74,244	
TASK 700 - BID PHASE SERVICES																														
710	Prepare for Advertisement	4				8																	12	\$1,968				\$0	\$1,968	
720	Provide Responses to Potential Bidder Questions	4		4		8																	12	\$1,924				\$0	\$1,924	
730	Prepare and Submit up to Two (2) Addenda	4			4	8			2	2			4										36	\$5,894				\$0	\$5,894	
740	Prepare for and Attend Pre-Bid Meeting	4				8			2	2																				

ATTACHMENT B
PROPOSED SCHEDULE

CITY OF SEWARD LEVEE
DRAINAGE AND PUMP STATION IMPROVEMENTS PROJECT
PROPOSED SCHEDULE

Task Series	Task	May-23	June-23	July-23	August-23	September-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24
100-Project Management																
110	Project Management (12 months)															
120	City Coordination Meetings															
130	Internal Coordination and Site Visit															
200-Data Collection and Coordination																
210	Structural Inspection and Assessment															
300-Preliminary Design																
310	Create CADD and GIS Basefiles															
320	Pump Station Civil Design															
330	Pipe and Gatewell Civil Design															
340	Electrical and SCADA Design															
350	Utility and Railroad Design and Coordination															
360	Complete Preliminary Design Plans and QC (no specs)															
400-60% Design																
410	Geotechnical Analysis and Recommendations TM															
420	Structural Analysis Design Plans and TM															
430	Interior Drainage Analysis and TM															
440	Pump Station Civil Design															
450	Pipe and Gatewell Civil Design															
460	Electrical and SCADA Design															
470	Utility and Railroad Design and Coordination															
480	Complete 60% Design Plans and Specs (QC)															
490	Complete 60% Design OPCC and Update BCA TM															
500-Final Design																
510	Complete Pump Station Civil Design															
520	Complete Pipe and Gatewell Civil Design															
530	Update Structural Analysis Design Plans and TM															
540	Complete Electrical and SCADA Design															
550	Update Geotechnical Analysis and Recommendations TM															
560	Update Interior Drainage Analysis															
570	Utility and Railroad Design and Coordination															
580	Prepare Final Plans and Specs (QC)															
590	Prepare Final OPCC and Update BCA TM															
600-Permitting and Authorization Requests																
610	Early Agency Coordination															

CITY OF SEWARD LEVEE
DRAINAGE AND PUMP STATION IMPROVEMENTS PROJECT
PROPOSED SCHEDULE

Task Series	Task	May-23	June-23	July-23	August-23	September-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24
620	Threatened and Endangered Species															
630	Wetland Delineation Report															
640	Hazardous Materials Review															
650	Cultural Resources Review															
660	Categorical Permission with REC															
670	Section 404 Permit Application							PERMIT REVIEW AND COORDINATION								
680	Develop Section 408 60% submittal							PERMIT REVIEW AND COORDINATION								
690	Revise Section 408 submittal - Final Design													PERMIT APPROVAL		
691	Floodplain Permit Application															
692	SWPPP/NOI															
700-Bid Phase Services																
710	Prepare for Advertisement															
720	Provide Responses to Potential Bidder Questions															
730	Prepare and Submit up to Two (2) Addenda															
740	Prepare for and Attend Pre-Bid Meeting															
750	Evaluate Submitted Bids															

HDR Engineering, Inc. Terms and Conditions for Floodplain, Dams and Levee Professional Services

1. STANDARD OF PERFORMANCE

Notwithstanding any other provision of any contract term between the ENGINEER and the OWNER, the standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or 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.

ENGINEER and OWNER agree that no other party is an intended or unintended third-party beneficiary of this contract, and that ENGINEER's duties run solely to OWNER.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), to loss of profits or revenue 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 any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. OWNER-PROVIDED SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to the project in OWNER's possession, and any requirements or budgetary limitations. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents, information and services.

In performing services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice.

OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, purchase order, requisition, notice-to-proceed, or like document. In resolving inconsistent or contradictory provisions between this Agreement and any other document or understanding, the terms of these Terms and Conditions shall control.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. CERTIFICATIONS

The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering or land surveying constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied. Certification of analyses is a statement that the analyses have been performed correctly and in accordance with sound engineering practices. Certification of structural works is a statement that the works are designed in accordance with sound engineering practices and OWNER approved design loads. Certification of "as built" conditions is a statement that the structure(s) has been built according to specifically identified drawings, specifications and contract documents to the extent the structure(s) is readily observable, is in place, and is fully functioning. The definition and legal effect of any and all certifications shall be limited as stated herein.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This

Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for engineering services when gathering information and documents and shall pay ENGINEER its standard rates for providing expert witness services when attending depositions, hearings, and trial.

If ENGINEER is made a party to any litigation concerning OWNER's flood control structures, OWNER shall reimburse ENGINEER for all costs of defense pending a final determination of ENGINEER's professional liability. If ENGINEER is found by a court of competent jurisdiction to have been negligent, ENGINEER shall reimburse OWNER the costs of defense paid by OWNER, and shall satisfy any judgment up to ENGINEER's limitation of liability. Any amount in excess of ENGINEER's limitation of liability shall be paid by OWNER.

19. MAINTENANCE OF STRUCTURES AND SYSTEMS

OWNER agrees that structures and systems studied, reviewed, analyzed or designed by the ENGINEER are dependent upon OWNER's continued operation and maintenance of the project structures and systems in accordance with all permits, laws and regulations that permit the construction and operation of the structures and systems, including any Engineer prepared operations and maintenance plans. Should OWNER fail to operate or maintain the structures to be in full compliance with permits, approvals, and operations and maintenance plans, ENGINEER shall have no liability to OWNER, and OWNER shall indemnify, release and hold ENGINEER and its employees harmless from any liability resulting from any direct or consequential damage resulting from such non-compliance, including but not limited to claims made by third-parties against ENGINEER.

20. VISUAL INSPECTIONS

For visual inspections, OWNER hereby releases, holds harmless, indemnifies and agrees to defend ENGINEER against any claims, damages, losses, liabilities, expenses or costs arising out of any failure to detect hidden, covered, inaccessible, or internal structural or material defects, corrosion, or damages in components, embedment, reinforcing, anchorages and parts of equipment, structures, or mechanisms being inspected, that are not readily discernible by external visual inspection through reasonable efforts.

21. DESIGN CRITERIA DISCLAIMER

Prevailing science and understanding of natural forces including, but not limited to, flood, rain, temperature, earthquakes and wind indicates a dynamic and non-stationary system of potential loads. OWNER acknowledges and accepts all liability for the selection of appropriate return intervals and selection of extreme natural events for the use in the design of the dam, levee or flood control system. OWNER acknowledges they have taken into account the impacts of the various natural events when selecting the design criteria for the project.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by

ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

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

CITY ADMINISTRATORS REPORT – 5/16/23

- Monitoring a number of street projects on East Seward (construction), design on East Hillcrest, and drainage near Park Street & Bradford Street (bid opening).
- 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.
- Reviewed additional DTR items and worked with applicants on needed documents, met with applicants and SENDD.
- Continued to work with RDG Planning to complete blight study.
- Met with BVH, Sampson and Wellness Center Committee on design updates. Reviewed updated estimate for the building from Sampson.
- Met with Gilmore Bell to discuss SWC bonding options.
- Continue to work with new Water/Wastewater Director Brandon Koll as he gets acquainted with position.
- Continued 2023 comparability study with staff.
- Worked on a potential project for the Seward Rail Campus, conducted site visit with SCCDP.
- Continued process to replace Finance Director after receipt of Nick Wolf's notice.
- Met with representatives of the fire department on internal matters.
- Gathered documents for SCCDP/Langworthy trust civil case related to the Civic Center.
- Met with Bottle Rocket Brewing about liquor license items.
- Updated documents and amortization schedules with staff for IH Fear and Sparetime LB 840 DTR projects.
- Reviewed roofing RFP for June 2022 damage with City Clerk.
- Assisted with an illegal dumping item at the burnsite.
- Met with potential candidate for golf course cook.
- Finance director interviews.
- Interviewed by JEO for users for new GIS system.
- Met with SENDD and City Clerk on status and related items for all CDBG DTRs.

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

Police Department

- Restart PO-I hiring process and Civil Service.
- Bike Ride Across Nebraska (BRAN) meeting.
- Budget meeting.

City Clerk/Human Resources/City Hall

- Crosstrain with Emily on a few things.
- Follow up with Tim about roofing RFP received 4 responses on 5/12/23.
- Review scoring and three goals for next period.
- Budget meeting.

Water/Wastewater Department

- Bringing pool online.
- WWTP Design meeting.
- Budget meeting.

Parks and Rec/Cemetery/Golf/Pool

- Blue River League Baseball.
- Getting pool online.
- Mowing and spraying parks.

- Budget meeting.

Civic Center

- Regular meetings.
- Reviewing items for renovation design team.
- Working on landscaping plan.
- Hired 2 new part time employees.
- Budget meeting.

Electric Department

- Finishing up Prairie View underground.
- Follow up on ALLO installations.
- Waiting to fill one open lineman position.
- Budget meeting.

Street Department

- Concrete work on 4th Street near Sparetime.
- Mowing ROWs.
- Start cement repair across street from Sparetime on 4th street.
- Budget meeting.

Library

- Working on putting Heritage Room back together now that painting has finally been completed.
- Construction now underway in lower level.
- Budget meeting.

Building Inspection/Planning Department

- No May agenda for Planning Commission.
- Assisting Larry and Jared on the needed electric easements for Tenneco.
- Drafted Temporary Water Meter Resolution.
- East Seward easement items.
- Budget meeting.

Engineering

- Develop scope and negotiate fee w/HDR, contract survey (JEO) for the Levee Pump Station.
- Karol Kay box culvert project has begun.
- Follow up on East Seward Street paving.
- SRF funding options for Water Tower.
- Water main extension for Prairie View Development.
- Budget meeting.

Finance Dept.

- Budget meetings with all Departments and City Administrator.
- Nick's last day was 5/12/23.

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

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

MOTION TO ADJOURN

I, Derek Bargmann, the duly appointed qualified and acting City Clerk of the City of Seward, Nebraska, hereby certify that the foregoing Notice of Meeting and Agenda for such meeting has been posted in the following places: Seward City Hall, Seward Municipal Building, Seward County Courthouse, Seward Memorial Library and CityofSewardNE.gov

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

Derek Bargmann, City Clerk

Date