



CITY OF SEWARD
City Council
Regular Meeting
Agenda

Tuesday, April 16, 2024

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, April 16, 2024, 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: March 2024

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 2,489.18	\$ 398,857.02
REMODEL/ADDIT.	19	\$ 6,001.90	\$ 2,675,904.58
ACCESSORY	16	\$ 634.86	\$ 32,173.71
RELOCATE	6	\$ 300.00	\$ 36,601.73
ELECTRIC			
PLUMBING	18	\$ 1,175.00	
MECHANICAL	5	\$ 300.00	
SEWER TAP	1	\$ 250.00	
TEMP. WATER	1	\$ 120.00	
WATER TAP	1	\$ 838.00	
TEMP. ELEC.	1	\$ 50.00	
ELECTRIC SER.	2	\$ 400.00	
TOTALS	71	\$ 12,558.94	\$ 3,143,537.04

LAST YEAR: March 2023

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	3	\$ 5,341.85	\$ 1,258,233.31
REMODEL/ADDIT.	28	\$ 2,841.50	\$ 684,292.34
ACCESSORY	10	\$ 2,155.50	\$ 87,232.31
RELOCATE	24	\$ 1,200.00	\$ 425,496.56
ELECTRIC		\$ -	\$ -
PLUMBING	8	\$ 720.00	\$ -
MECHANICAL	9	\$ 925.00	\$ -
SEWER TAP	2	\$ 500.00	\$ -
WATER TAP	2	\$ 1,676.00	\$ -
TEMP. ELEC.	1	\$ 50.00	\$ -
ELECTRIC SER.	2	\$ 400.00	\$ -
TOTALS	89	\$ 15,809.85	\$ 2,455,254.52

YEAR TO DATE January to December 2024

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	5	\$ 8,889.43	\$ 1,741,510.58
REMODEL/ADDIT.	35	\$ 8,668.90	\$ 3,388,578.22
ACCESSORY	30	\$ 1,057.72	\$ 78,265.71
RELOCATE	15	\$ 2,902.00	\$ 1,467,018.29
ELECTRIC		\$ -	\$ -
PLUMBING	34	\$ 2,555.00	\$ -
MECHANICAL	20	\$ 1,800.00	\$ -
SEWER TAP	3	\$ 750.00	\$ -
TEMP. WATER	3	\$ 360.00	\$ -
WATER TAP	3	\$ 2,514.00	\$ -
TEMP. ELEC.	1	\$ 50.00	\$ -
ELECTRIC SER.	1	\$ 200.00	\$ -
TOTALS	150	\$ 29,747.05	\$ 6,675,372.80

YEAR TO DATE January to December 2023

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	4	\$ 8,713.46	\$ 1,681,114.39
REMODEL/ADDIT.	60	\$ 8,887.19	\$ 2,623,242.20
ACCESSORY	24	\$ 2,514.82	\$ 138,021.31
RELOCATE	107	\$ 6,315.00	\$ 1,878,453.75
ELECTRIC		\$ -	\$ -
PLUMBING	20	\$ 1,805.00	\$ -
MECHANICAL	26	\$ 11,466.00	\$ -
SEWER TAP	4	\$ 1,000.00	\$ -
WATER TAP	4	\$ 3,352.00	\$ -
TEMP. ELEC.	2	\$ 100.00	\$ -
ELECTRIC SER.	4	\$ 800.00	\$ -
TOTALS	255	\$ 44,953.47	\$ 6,320,831.65

OPEN Property Maintenance Code Violation Report

					Updated 4-9-2024
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2024					
107 South St	Protective treatment, decayed siding, soffits and facsias, windows boarded up, decayed roof	4/15/2024	Jane Kroeger	Certified Mail	Mailed Cert. letter of violation and Inspection Warrant Waiver to inspect the interior of the structure.
1115 N Columbia	Protective treatment, decayed siding, soffits and facsias, decayed roof	5/1/2024	Lori Canning 1115 N Columbia Seward, NE 68434	Phone Call	Son, Evan Canning, is relocating to Seward May 2024 to assist Lori with the clean up and renovation of the property and structure.
520 E Hillcrest	Snow Removal	1/23/2024	Clay Shepherd	Phone Call	1-22-24 CSO Arena contacted the owner regarding snow removal and the rules. 1-23-24 the sidewalk has been cleared.
410 E Seward	Unlicensed recreation vehicles	2/6/2024	Bob Payne Jr	Phone Call	1-23-2024 CSO Arena contacted Bob Payne regarding the unlicensed recreational vehicles and their location. Payne stated he would have them moved in two weeks and place them behind the tree line.
1340 Fairlane	Snow Removal	1/11/2024	Barbara Osborne 903 406th Rd Beaver Crossing, NE 68313	In Person	1-10-24 CSO Arena made contact with the tenant. They will get it taken care of today.
339 E Bek	Snow Removal	1/11/2024	Gerald Gerler 1332 Rainbow Ave Seward, NE	Letter	On 1-10-24 COS Arena left a red tag on the door of the residence. His is waiting to hear back. 1-23-2024 the sidewalk has been cleared.
2023					
824 Hillcrest	Trash	12/6/2023	Patrick Meyer	Phone Call	CSO Arena made contact with the property owner. He stated there was some miscommunication between him and the trash company. CSO Arena updated on 12-6-2023 the trash has been removed.
1603 Eastridge Ave	Bed bug Infestation	1/8/2024	James Wallace	Certified letter	Infestation was reported by a realtor who hired Orkin and they confirmed the infestation. Property is up for sale. James resides in Lincoln currently.

OPEN Property Maintenance Code Violation Report

416 North 1st	Trash	11/29/2023	Sandy Nuttlman		CSO made contact with the tenant and informed him has had until the end of the day to get the trash in a receptical. The tenant said he would get the trash in a receptical and have it removed on Saturday. As of 11-29-2023 in the morning, the trash was not in a receptical. CSO Arena will make contract again.
1130 N 6th Ave	Leaves, Grass, Weeds		George Knisley		CSO Arena inspected the property. He stated it the grass/weeds were maintained, and the amount of leaves were not abnormal. No contact was made to the homeowner.
546 North Ave	Landscaping height in sight triangle	11/6/2023	Samantha Fitzpatrick	Phone Call	CSO Arena made contact with the landowner. She stated she has contacted Andrew Schluter to address the issue. As of 11-6-2023 the issue as been resolved.
149 N 1st	Grass/Weeds	9/19/2023	Steve Butler/Tison Dixon		
429 S Columbia	Weeds	7/8/2023	Christopher Yates 8630 Oakmont Dr Lincoln, NE 68526	Certified letter, Posted notice on property	Certified Letter mailed to last known address. City has mowed previously and invoice went uncollected and turned over to collections. CSO Arena will post 5 day mowing nuisance letter.
437 S 6th Street	Weeds, trash, litter	7/4/2023	Verlin Miller	In Person to tenant/Certified Mail	CSO Arena spoke with the tenants. Mr. Miller spoke with CSO Arena in response to the letter. The propoerty was mowed and cleared of weeds and brush, debris was removed.
406 N 7th St	Weeds	7/4/2023	Wess & Shannon Robotham	Posted/Certified Mail	CSO Arena posted the notice of violations
545 N 6th	Weeds	7/20/2023	Mark Smith	Posted/Certified Mail	Codes Dir. Dworak verified site was mowed.
		7/4/2023			Joe Smith (son) called, Mark is ill so Joe will mow and clear brush this week by Thursday 7-13
					CSO Arena posted the notice of violations
937 Elm St	Weeds and Litter	7/4/2023	Kelvin and Theresa Bick	In Person/Certified Mail	Sherdon called the office needing an extension, CSO Arena will inspect the property Tuesday 7-11 for progress.
					CSO Arena made contact with Kelvin, property owner, and informed him of the violations.
923 Elm St	Weeds and Litter	7/4/2023	Sherdon Bick	Posted/Certified Mail	CSO Arena made contact with the son Kelvin who resides at the residence.
530 N 5th St	Trash, litter, junk, weeds	7/11/2023	Jeremy & Nicole Martin	Phone Call/Posted/Cert ified Mail	CSO Arena verified site was cleaned and mowed

OPEN Property Maintenance Code Violation Report

		7/4/2023			Jeremy called the office and requested an extension until Tuesday 7-11, CSO Arena will verify completion Tuesday
					CSO Arena made contact via phone with Jeremy Martin. He is aware of the situation. He is out of town till the 3rd.
434 S 2nd	Junk in the yard, travel trailers with doors open and windows knocked out		Stephen Storjohn	Email from Gary Rolf	Gary and a handful of volunteers removed several dumpster loads of trash from the front and sideyard, work continues as volunteers are available to clean the remaing trash in the yard.
		3/12/2024		Conversations with Steve, Becky Paulsen and Gary Rolf	Gary Rolf put together a group of volunteers and worked with Steve to remove the junk from the front yardD15:F31d and the ROW. Steve has a court date set for March 17 to review clean up and institute a new deadline for the remainder of the clean up.
		12/7/2023		Phone conversation with Becky Paulsen	Becky informed city staff that she is working with Steve the weekend of 1-13-24 to clean up the front yard at a minimum and get all the junk out of the ROW.
		8/8/2023		Becky Paulsen vist to our office	Becky Paulsen, County Zoning, Stopped by to let us know Steve reached out to her for help to clean up his property. One car was removed, a second car will be removed week of 12-11. After the car is removed a dumpster will be brought in and they will concentrate on clean up of the right-of-way. Becky has reached out to local organizations for labor help to with the clean up.
		7/11/2023		Posted/Certified Mail	CSO Arena cited Storjohn. Storjohn missed his court date. He was arrested are released. Hearing date of September 20th was set. 9-11-23 received a phone call from Chief Peters that the County Attorney will not be prosecuting Storjohn any longer. As of October 9, 2023, CSO Arena has sent all documentation regarding the Storjohn Property to City Attorney Hoffschneider for possible prosecution.

OPEN Property Maintenance Code Violation Report

		6/20/2023			Staff met with City Attorney Hoffschneider Tuesday 7-11. Wishes to wait to see outcome of the August 8 hearing. CSO Arena and an SPD Officer will issue a nuisance citation every Firday.
					Staff met with the County Attorney to begin prosecution of a nuisance violation and to begin abatement. County Attorney suggested we meet with the City Attorney to start civil proceedi+F31+A30:F37+A29:F37+A28:F37+A2+A15: F37

2. City Treasurer Report

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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As Of 3/31/2024

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	164543BF6	AFS	CHERRY CO NE 40 12/15/40		3.00	Aa3	200,000.00 100.00%	200,000.00	201,432.89	199,808.00
COMM: COMMERCE BANK	082152CN7	AFS	BENNET VLG -REF NE 26 02/15/26		0.75		185,000.00 100.00%	185,000.00	185,000.00	176,369.75
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	196,732.00
COMM: COMMERCE BANK	25932KCL7	AFS	DOUGLAS SID #404-REF NE 27 08/15/27		1.75		225,000.00 100.00%	225,000.00	225,000.00	217,102.50
COMM: COMMERCE BANK	869325CL2	AFS	SUTHERLAND -REF NE 28 06/15/28		0.95		140,000.00 100.00%	140,000.00	140,000.00	128,931.60
COMM: COMMERCE BANK	25932KCM5	AFS	DOUGLAS SID #404-REF NE 28 08/15/28		1.85		230,000.00 100.00%	230,000.00	230,000.00	219,079.60
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	170,245.25
COMM: COMMERCE BANK	123540GD2	AFS	BUTLER CO SD - 0056 NE 28 12/15/28		1.35		150,000.00 100.00%	150,000.00	150,000.00	138,868.50
COMM: COMMERCE BANK	80373YCT1	AFS	SARPY CO SID #158-REF NE 29 11/15/29		3.10		155,000.00 100.00%	155,000.00	155,000.00	152,411.50
COMM: COMMERCE BANK	920340BQ8	AFS	VALPARAISO RURAL FIRE NE 30 07/15/30		2.10		75,000.00 100.00%	75,000.00	75,000.00	70,929.00
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	149,119.50
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	247,607.50
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	300,195.00

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4/1/2024 8:05 AM - BLA / JNBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 3/31/2024

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	25932WDR7	AFS	DOUGLAS CO #517 NE 32 08/15/32		2.70		235,000.00 100.00%	235,000.00	235,000.00	235,000.00	217,034.25
COMM: COMMERCE BANK	661615UB8	AFS	N PLATTE-REF NE 32 12/15/32		3.00	A	200,000.00 100.00%	200,000.00	200,000.00	200,031.17	200,024.00
COMM: COMMERCE BANK	80378TEW8	AFS	SARPY SID #257-REF NE 33 10/15/33		3.85		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	238,467.50
COMM: COMMERCE BANK	698864HR9	AFS	PAPILLION MUNI FACS NE 33 12/15/33		3.00	Aa1	175,000.00 100.00%	175,000.00	175,000.00	175,281.90	167,828.50
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	400,000.00	376,628.00
COMM: COMMERCE BANK	943776KA1	AFS	WAVERLY NE 34 06/01/34		2.95		335,000.00 100.00%	335,000.00	335,000.00	335,000.00	322,739.00
COMM: COMMERCE BANK	840372SX5	AFS	SOUTH SIOUX CITY-REF NE 36 08/01/36		2.20		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	177,248.00
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	200,000.00	158,066.00
COMM: COMMERCE BANK	80378EDN2	AFS	SARPY SID #263-REF NE 36 09/15/36		3.80		260,000.00 100.00%	260,000.00	260,000.00	260,000.00	243,328.80
COMM: COMMERCE BANK	98676TCF8	AFS	YORK NE-B-REF NE 36 10/01/36		1.85		200,000.00 100.00%	200,000.00	200,000.00	198,897.71	165,692.00
COMM: COMMERCE BANK	23087RHC5	AFS	CUMING CO-B-REF NE 36 12/15/36		2.00		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	197,887.50
COMM: COMMERCE BANK	68905WFK3	AFS	OTOE CO NE SD #501-B NE 36 12/15/36		1.70	Aa3	200,000.00 100.00%	200,000.00	200,000.00	200,000.00	164,634.00
COMM: COMMERCE BANK	803787DT4	AFS	SARPY CO SD#46 NE 36 12/15/36		2.00	AA-	200,000.00 100.00%	200,000.00	200,000.00	201,498.62	174,098.00

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4/1/2024 8:05 AM - BLA / JNBT

Pledges By Pledgee And Maturity

BBA

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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Receipt# Safeguarding 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	25938WBX0	AFS	DOUGLAS CO SID #562 NE 37 06/01/37		3.85		320,000.00 100.00%	320,000.00	320,000.00	293,017.60
COMM: COMMERCE BANK	80377XCV4	AFS	SARPY CO SID #190-REF NE 37 10/15/37		4.00		205,000.00 100.00%	205,000.00	205,000.00	190,797.60
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	171,898.00
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	152,438.55
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	250,262.50
COMM: COMMERCE BANK	80373RDR9	AFS	SARPY CO DT #220-REF NE 38 08/15/38		4.05		170,000.00 100.00%	170,000.00	170,000.00	170,003.40
COMM: COMMERCE BANK	80387LAP3	AFS	SARPY CO SAN & IMP DT NE 38 08/15/38		2.75		290,000.00 100.00%	290,000.00	290,000.00	239,435.60
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	200,243.62	170,804.00
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	204,318.80
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	187,974.00
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	169,176.60
COMM: COMMERCE BANK	25930BEE3	AFS	DOUGLAS CO SID #504 NE 39 08/15/39		3.40		215,000.00 100.00%	215,000.00	215,000.00	185,074.15
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	175,475.25

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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As Of 3/31/2024

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerfund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
								Original Face	Par	Book Value	Market Value
80373XBC1 COMM: COMMERCE BANK	AFS		SARPY CO SAN & IMP NT NE 39 08/15/39		2.60		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	162,960.00
80373YDV5 COMM: COMMERCE BANK	AFS		SARPY CO SID#158-REF NE 39 08/15/39		2.95		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	174,222.40
25931BEJ1 COMM: COMMERCE BANK	AFS		DOUGLAS SID #507-REF NE 40 05/01/40		3.15		185,000.00 100.00%	185,000.00	185,000.00	185,000.00	153,420.50
25933VDM9 COMM: COMMERCE BANK	AFS		DOUGLAS CO SD #559 NE 40 05/15/40		3.40		175,000.00 100.00%	175,000.00	175,000.00	175,000.00	166,603.50
25930LDG7 COMM: COMMERCE BANK	AFS		DOUGLAS CO NE SID#530 NE 40 09/15/40		3.00		150,000.00 100.00%	150,000.00	150,000.00	150,000.00	118,461.00
25933EEG9 COMM: COMMERCE BANK	AFS		DOUGLAS CO SAN & IMP NT NE 40 11/15/40		3.15		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	169,003.10
80388MBJ3 COMM: COMMERCE BANK	AFS		SARPY CNTY SANITATION NE 40 12/15/40		4.00		240,000.00 100.00%	240,000.00	240,000.00	240,000.00	205,003.20
617775EV9 COMM: COMMERCE BANK	AFS		MORRILL CO NE 41 06/15/41		2.25		240,000.00 100.00%	240,000.00	240,000.00	240,000.00	188,748.00
25936EDY8 COMM: COMMERCE BANK	AFS		DOUGLAS CO SID #561 NE 41 07/15/41		2.90		235,000.00 100.00%	235,000.00	235,000.00	235,000.00	185,487.85
25939LDA1 COMM: COMMERCE BANK	AFS		DOUGLAS CO SID #567 NE 41 07/15/41		2.75		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	137,146.00
25930LDN2 COMM: COMMERCE BANK	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	156,940.00
80379QBT3 COMM: COMMERCE BANK	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	199,050.45
80387LAS7 COMM: COMMERCE BANK	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	156,798.00

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4/1/2024 8:05 AM - BLA / JNBT

Pledges By Pledgee And Maturity

BBA

Jones Bank - Seward, NE

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Pledged To: CITY TREASURER

As Of 3/31/2024

Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Preretund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	25939HDQ5	AFS	DOUGLAS CO SAN #563 NE 42 11/15/42	5.15		190,000.00 100.00%	190,000.00	190,000.00	192,069.10
COMM: COMMERCE BANK	006058DK4	AFS	ADAMS CO NE 42 12/15/42	4.00	AA-	300,000.00 100.00%	300,000.00	309,270.86	301,872.00
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	246,097.12	252,577.50
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	253,793.49	254,240.00
COMM: COMMERCE BANK	80387HCA3	AFS	SARPY CO SID #304 NE 43 05/15/43	5.00		200,000.00 100.00%	200,000.00	200,000.00	192,380.00
COMM: COMMERCE BANK	3132DMPY5	AFS	FRLMC 30YR 03/01/50	3.50		1,000,000.00 100.00%	1,000,000.00	618,045.75	506,017.89
71 Securities Pledged To: 1010 - CITY TREASURER							16,340,000.00	15,905,673.86	14,213,288.94

CASH IN BANK \$10,905,814,70

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.
4/1/2024 8:05 AM - BLA / JNBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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As Of 3/31/2024

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	25938MDE2	AFS	DOUGLAS CO SAN & IMPT NE 41 09/01/41	2.80		200,000.00 100.00%	200,000.00	200,000.00	147,060.00
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	163,910.15
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	154,120.00
COMM: COMMERCE BANK	119483EL5	AFS	BUFFALO CO SD #0009 NE 41 12/15/41	2.00	A1	200,000.00 100.00%	200,000.00	194,237.35	148,628.00
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	258,433.21	254,420.00
COMM: COMMERCE BANK	25932XDN4	AFS	DOUGLAS CO NE SID-REF NE 41 12/15/41	2.75		250,000.00 100.00%	250,000.00	250,000.00	196,407.50
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	187,781.00
COMM: COMMERCE BANK	808290FV7	AFS	SCHUYLER NE 42 03/15/42	2.75		250,000.00 100.00%	250,000.00	250,000.00	185,055.00
COMM: COMMERCE BANK	80376KBN2	AFS	SARPY CO SID #334 NE 42 05/15/42	3.70		215,000.00 100.00%	215,000.00	215,000.00	188,357.20
COMM: COMMERCE BANK	25932XE66	AFS	DOUGLAS CO SID #524 NE 42 09/15/42	4.65		250,000.00 100.00%	250,000.00	250,000.00	244,417.50
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	192,400.00
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	303,360.00
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	242,620.80

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

**Pledged Securities Detail
March 31, 2024**

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value	Market Value
										Par Value	Book Value		
PLEDGEE: CITY OF SEWARD (02)													
CMO	3137AWUJ78	1.250			185157011-1		12/15/2027	1,500,000.00	1,500,000.00		27,841.61	26,822.06	26,822.06
FHR	FHR 4145 AC						AFS	27,841.61	100.00%		27,790.53	29.00	26,851.06
D02/02													
CMO	3137B0NV2	1.500			185157163-1		9/15/2025	2,000,000.00	2,000,000.00		25,791.50	25,091.32	25,091.32
FHR	FHR 4176 EC						3/1/2013	2,000,000.00	2,000,000.00		25,791.50	32.24	25,123.56
D02/02							AFS	25,791.50	100.00%		25,764.02		
GNMA	36176W2B6	4.000			185168920-1		12/15/2026	560,000.00	560,000.00		21,586.90	20,770.27	20,770.27
GNMA	GNMA POOL 778670						12/1/2011	560,000.00	560,000.00		21,586.90	71.96	20,842.23
D02/02							AFS	21,586.90	100.00%		21,944.38		
GNMA	36179V3Q1	2.500			177018890-1		1/20/2036	500,000.00	500,000.00		257,861.98	237,207.64	237,207.64
GNM2	GNMA2 POOL MA7107						1/1/2021	500,000.00	500,000.00		257,861.98	537.21	237,744.85
D02/02							AFS	257,861.98	100.00%		269,404.00		
GNMA	3620A9QG9	3.500			185171527-1		9/15/2024	750,000.00	750,000.00		1,700.48	1,667.34	1,667.34
GNMA	GNMA POOL 723255						9/1/2009	750,000.00	750,000.00		1,700.48	4.96	1,672.30
D02/02							AFS	1,700.48	100.00%		1,706.12		
GNMA	3620ARB59	3.500			185171588-1		5/15/2025	1,000,000.00	1,000,000.00		9,392.76	8,910.07	8,910.07
GNMA	GNMA POOL 737260						5/1/2010	1,000,000.00	1,000,000.00		9,392.76	27.40	8,937.47
D02/02							AFS	9,392.76	100.00%		9,438.39		
MBS	3128MDW74	3.500			177039340-1		12/1/2028	1,450,000.00	1,450,000.00		141,974.71	138,063.31	138,063.31
FGLM	FHLMC POOL G14970						12/1/2013	1,450,000.00	1,450,000.00		141,974.71	414.09	138,477.40
D02/02							AFS	141,974.71	100.00%		147,188.95		
MBS	3128MEHL8	5.000			185145155-1		11/1/2024	557,000.00	557,000.00		1.72	1.70	1.70
FGLM	FHLMC POOL G15435						5/1/2015	557,000.00	557,000.00		1.72	0.01	1.71
D02/02							AFS	1.72	100.00%		1.73		
MBS	3128MMLQ4	4.500			185145399-1		12/1/2024	1,015,000.00	1,015,000.00		2,079.63	2,027.35	2,027.35
FGLM	FHLMC POOL G18334						12/1/2009	1,015,000.00	1,015,000.00		2,079.63	7.80	2,035.15
D02/02							AFS	2,079.63	100.00%		2,086.91		
MBS	3128PNBR8	4.000			185147186-1		7/1/2024	1,300,000.00	1,300,000.00		732.07	725.71	725.71
FGLM	FHLMC POOL J09948						6/1/2009	1,300,000.00	1,300,000.00		732.07	2.44	728.15
D02/02							AFS	732.07	100.00%		733.50		

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

Pledged Securities Detail

March 31, 2024

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Pledge Values			Market Value	
							Total Face Total Par	Pledged Face % of Total	Par Value Book Value		Carrying Value Interest Rec
MBS FGLM D02/02	3128PQ4E8 FHLMC POOL J11721		4.500	185147195-1		2/1/2025 2/1/2010 AFS	1,200,000.00 3,415.86	1,200,000.00 100.00%	3,415.86 3,440.25	3,396.42 12.81	3,396.42 3,409.23
MBS FGLM D02/02	3128Q0GL5 FHLMC POOL J19203		4.000	185147609-1		5/1/2027 5/1/2012 AFS	425,000.00 14,205.98	425,000.00 100.00%	14,205.98 14,516.70	13,931.24 47.35	13,931.24 13,978.59
MBS FGLM D02/02	31329KRS5 FHLMC POOL ZA2297		3.000	177051131-1		4/1/2033 9/1/2018 AFS	1,000,000.00 168,755.60	1,000,000.00 100.00%	168,755.60 161,450.21	158,986.77 421.89	158,986.77 159,408.66
MBS FGLM D02/02	3132A8S34 FHLMC POOL ZS7738		2.500	177051143-1		1/1/2031 9/1/2018 AFS	860,000.00 177,118.88	860,000.00 100.00%	177,118.88 169,721.84	166,497.31 369.00	166,497.31 166,866.31
MBS FGLM D02/02	3132CWKP8 FHLMC POOL SB0302		3.000	177046215-1		4/1/2035 3/1/2020 AFS	810,000.00 335,876.91	810,000.00 100.00%	335,876.91 331,571.55	316,838.50 839.69	316,838.50 317,678.19
MBS FGLM D02/02	3132CWSD7 FHLMC POOL SB0516		2.500	178002051-1		4/1/2036 3/1/2021 AFS	500,000.00 329,347.63	500,000.00 100.00%	329,347.63 344,985.86	302,369.65 686.14	302,369.65 303,055.79
MBS FGLM D02/02	3132CWM3 FHLMC POOL SB0620		3.500	177041150-1		8/1/2036 2/1/2022 AFS	400,000.00 298,365.62	400,000.00 100.00%	298,365.62 313,972.56	286,114.23 870.23	286,114.23 286,984.46
MBS FGLM D02/02	3133LPUE5 FHLMC POOL RD5081		1.500	177041020-1		3/1/2032 2/1/2022 AFS	500,000.00 364,769.68	500,000.00 100.00%	364,769.68 360,907.90	331,232.76 455.96	331,232.76 331,688.72
MBS FNMA D02/02	31371LQY8 FNMA POOL 255271		5.000	185155978-1		6/1/2024 5/1/2004 AFS	500,000.00 93.80	500,000.00 100.00%	93.80 93.78	93.87 0.39	93.87 94.26
MBS FNMV D02/02	31375HAP9 FNMA ARM POOL 334914		6.326	185156211-1		2/1/2026 1/1/1996 AFS	1,000,000.00 228.75	1,000,000.00 100.00%	228.75 229.03	227.06 1.21	227.06 228.27
MBS FNMA D02/02	3138AMK38 FNMA POOL AI7513		4.500	185159473-1		7/1/2026 7/1/2011 AFS	500,000.00 17,002.34	500,000.00 100.00%	17,002.34 17,253.00	16,860.88 63.76	16,860.88 16,924.64

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**Cattle Bank & Trust (052)
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**Pledged Securities Detail
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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value	Market Value
									Par Value	Book Value		
MBS D02/02	3138EJLQ9 FNMA POOL AL2134		4.000	185159924-1		7/1/2027	443,000.00	443,000.00	16,818.07	16,818.07	16,559.24	16,559.24
MBS FNMA D02/02	3138EKRM9 FNMA POOL AL3191		3.500	185160071-1		2/1/2028	500,000.00	500,000.00	22,484.99	22,484.99	21,224.03	21,224.03
MBS FNMA D02/02	3138EKX75 FNMA POOL AL3401		5.500	177039339-1		2/1/2034	2,000,000.00	2,000,000.00	241,604.20	241,604.20	248,253.15	248,253.15
MBS FNMA D02/02	3138EKXJ9 FNMA POOL AL3380		5.500	177039338-1		1/1/2034	190,110.68	190,110.68	208,648.65	208,648.65	195,488.91	195,488.91
MBS FNMA D02/02	3138ELYF4 FNMA POOL AL4309		4.000	185160221-1		10/1/2028	1,000,000.00	1,000,000.00	44,433.58	44,433.58	43,809.73	43,809.73
MBS FNMA D02/02	3138EMCY5 FNMA POOL AL4586		4.000	185160242-1		12/1/2013	575,000.00	575,000.00	13,263.93	13,263.93	13,114.71	13,114.71
MBS FNMA D02/02	3138EMPD7 FNMA POOL AL4919		3.500	184006560-1		3/1/2029	2,000,000.00	631,641.94	65,783.05	65,783.05	61,580.62	61,580.62
MBS FNMA D02/02	3138EQ5H1 FNMA POOL AL8047		3.500	176002956-1		11/1/2030	201,959.50	31.58%	86,147.65	86,147.65	186.03	61,766.65
MBS FNMA D02/02	3138WVU82 FNMA POOL AS4206		3.000	178000698-1		1/1/2030	1,050,000.00	1,050,000.00	186,394.86	186,394.86	176,318.45	176,318.45
MBS FNMA D02/02	3140FBGJ3 FNMA POOL BD3800		2.000	177051139-1		12/1/2014	115,382.06	100.00%	115,382.06	115,382.06	107,151.62	107,151.62
MBS FNMA D02/02	3140JSEA3 FNMA POOL BM1028		2.500	177039342-1		7/1/2031	1,375,000.00	1,375,000.00	283,103.11	283,103.11	262,858.62	262,858.62
MBS FNMA D02/02						7/1/2016	283,103.11	100.00%	269,666.46	269,666.46	471.84	263,330.46
MBS FNMA D02/02						12/1/2029	1,750,000.00	1,750,000.00	219,485.39	219,485.39	200,685.28	200,685.28
MBS FNMA D02/02						3/1/2017	219,485.39	100.00%	223,782.31	223,782.31	457.26	201,142.54

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

**Pledged Securities Detail
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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	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	Par Value	Carrying Value
MBS FNMA D02/02	3140J5EA3 FNMA POOL BM1028	2.500		185164038-1		12/1/2029 3/1/2017 AFS	300,000.00 37,626.07	300,000.00 100.00%	37,626.07 37,725.85	34,403.19 78.39	34,403.19 34,481.58
MBS FNMA D02/02	3140QGJ99 FNMA POOL CA8387	2.500		177034617-1		12/1/2035 12/1/2020 AFS	500,000.00 316,552.12	500,000.00 100.00%	316,552.12 331,022.61	288,063.66 659.48	288,063.66 288,723.14
MBS FNMA D02/02	3140X9CH6 FNMA POOL FM5471	2.500		199000173-1		12/1/2035 12/1/2020 AFS	465,000.00 292,673.56	465,000.00 100.00%	292,673.56 305,559.73	266,339.58 609.74	266,339.58 266,949.32
MBS FNMA D02/02	3140X9LK9 FNMA POOL FM5729	3.000		177020855-1		1/1/2041 1/1/2021 AFS	500,000.00 282,343.29	500,000.00 100.00%	282,343.29 276,911.53	237,708.10 655.86	237,708.10 238,363.96
MBS FNMA D02/02	31412P2K6 FNMA POOL 931478	4.500		185164602-1		7/1/2024 6/1/2009 AFS	2,900,000.00 2,130.22	2,900,000.00 100.00%	2,130.22 2,134.58	2,119.91 7.99	2,119.91 2,127.90
MBS FNMA D02/02	31417SAL4 FNMA POOL AC5410	4.500		185166282-1		10/1/2024 10/1/2009 AFS	2,040,000.00 4,308.85	2,040,000.00 100.00%	4,308.85 4,327.17	4,252.71 16.16	4,252.71 4,268.87
MBS FNMA D02/02	31418AAC2 FNMA POOL MA0902	3.000		185165786-1		11/1/2026 10/1/2011 AFS	1,000,000.00 19,455.94	1,000,000.00 100.00%	19,455.94 19,563.62	17,794.99 48.64	17,794.99 17,843.63
MBS FNMA D02/02	31418AKN7 FNMA POOL MA1200	3.000		177011537-1		10/1/2032 9/1/2012 AFS	800,000.00 99,434.86	800,000.00 100.00%	99,434.86 103,801.55	90,731.47 248.59	90,731.47 90,980.06
MBS FNMA D02/02	31418AVK1 FNMA POOL MA1517	3.000		177039341-1		7/1/2028 6/1/2013 AFS	1,000,000.00 97,232.10	1,000,000.00 100.00%	97,232.10 99,113.29	91,508.05 243.08	91,508.05 91,751.13
MBS FNMA D02/02	31418B5R3 FNMA POOL MA2655	4.000		177020853-1		6/1/2036 5/1/2016 AFS	410,000.00 83,986.81	410,000.00 100.00%	83,986.81 89,286.09	80,970.90 279.96	80,970.90 81,250.86
MBS FNMA D02/02	31418DRM6 FNMA POOL MA4091	2.000		177046216-1		8/1/2030 7/1/2020 AFS	610,000.00 225,695.16	610,000.00 100.00%	225,695.16 219,434.87	210,476.54 376.16	210,476.54 210,852.70

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

**Pledged Securities Detail
March 31, 2024**

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			
										Book Value	Par Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS	31418DJT77 FNMA POOL MA4173		2.000		177023307-1		11/1/2030	771,122.00	771,122.00	342,666.00	342,666.00	318,710.22	318,710.22
D02/02							AFS	342,666.00	100.00%	351,711.15	571.11	319,281.33	
MBS	31418DZ96 FNMA POOL MA4367		1.500		184010674-1		6/1/2031	500,000.00	500,000.00	301,526.63	301,526.63	275,176.22	275,176.22
D02/02							AFS	301,526.63	100.00%	306,371.26	376.91	275,553.13	
MBS	31418EA83 FNMA POOL MA4530		1.500		177048016-1		2/1/2032	179,142.00	167,163.35	119,315.83	108,344.74	108,344.74	108,344.74
D02/02							AFS	127,865.81	93.31%	113,489.50	149.14	108,493.89	
MUNI	25887CAZ1 DOUGLAS CNTY NEB S&I #540		2.250	NE	177039343-1	Cont	1/1/2034	120,000.00	120,000.00	120,000.00	106,389.60	106,389.60	106,389.60
GO						1/1/2027	1/5/2022	120,000.00	100.00%	120,000.00	675.00	107,064.60	
D02/02						100.000	AFS	120,000.00	100.00%	120,000.00			
MUNI	259290EB6 DOUGLAS CNTY NE SAN & IMPT DIS		3.100	NE	185142828-1	Cont	8/15/2030	150,000.00	150,000.00	150,000.00	145,183.50	145,183.50	145,183.50
GO						4/1/2024	6/15/2016	150,000.00	100.00%	150,000.00	594.17	145,777.67	
D02/02						100.000	AFS	150,000.00	100.00%	150,000.00			
MUNI	259292CS7 DOUGLAS CNTY SAN IMPT DIST 427		2.700	NE	185142831-1	Cont	11/15/2026	280,000.00	280,000.00	280,000.00	274,136.80	274,136.80	274,136.80
GO						4/1/2024	11/15/2017	280,000.00	100.00%	280,000.00	2,856.00	276,992.80	
D02/02						100.000	AFS	280,000.00	100.00%	280,000.00			
MUNI	259305DT4 DOUGLAS CNTY NEB S&I #499		2.500	NE	178003667-1	Cont	3/1/2036	150,000.00	150,000.00	150,000.00	126,382.50	126,382.50	126,382.50
GO						3/1/2027	3/1/2022	150,000.00	100.00%	150,000.00	312.50	126,695.00	
D02/02						100.000	AFS	150,000.00	100.00%	150,000.00			
MUNI	259307BJ6 DOUGLAS CNTY NEB SANI & #421		2.900	NE	184003054-1	Cont	11/15/2036	50,000.00	50,000.00	50,000.00	49,217.00	49,217.00	49,217.00
GO						5/15/2025	5/19/2020	50,000.00	50.00%	50,000.00	547.78	49,764.78	
D02/02						100.000	AFS	50,000.00	100.00%	50,000.00			
MUNI	25931BEG7 DOUGLAS CNTY NEB SAN & IMPT DI		2.750	NE	184010678-1	Cont	5/1/2035	175,000.00	175,000.00	175,000.00	155,499.75	155,499.75	155,499.75
GO						5/1/2026	5/3/2021	175,000.00	175.00%	175,000.00	2,005.21	157,504.96	
D02/02						100.000	AFS	175,000.00	100.00%	175,000.00			
MUNI	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Cont	11/15/2028	170,000.00	170,000.00	170,000.00	163,949.70	163,949.70	163,949.70
GO						4/1/2024	11/15/2016	170,000.00	100.00%	170,000.00	1,734.00	165,683.70	
D02/02						100.000	AFS	170,000.00	100.00%	170,000.00			
MUNI	25931VBN1 DOUGLAS CNTY NE SAN & IMPT		3.500	NE	185142866-1	Cont	8/15/2032	50,000.00	50,000.00	50,000.00	46,816.50	46,816.50	46,816.50
GO						4/1/2024	7/27/2017	50,000.00	50.00%	50,000.00	223.61	47,040.11	
D02/02						100.000	AFS	50,000.00	100.00%	50,000.00			

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

Pledged Securities Detail
March 31, 2024

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Report Sequence: sgrp, CUSIP, Ticket

SGrp	CUSIP	Description	Rate	Ticket-P#	Call Type	Maturity Dt	Total Face	Pledged Face	Pledge Values			Market Value
									Moody	State	Next Call Dt	
STyp	Loc/PI	S&P			Call Price	Intent	Total Par	% of Total	Book Value	Interest Rec		
MUNI	25931VCF7		2.350	NE 177020849-1	Cont	8/15/2035	100,000.00	100,000.00	100,000.00	85,271.00		85,271.00
GO	DOUGLAS CNTY NEB SAN #471				2/15/2026	2/19/2021	100,000.00	100,000.00	100,000.00	300.28		85,571.28
D02/02					100.000	AFS						
MUNI	25933BEB6		3.000	NE 184003099-1	Cont	11/15/2035	150,000.00	150,000.00	150,000.00	142,738.50		142,738.50
GO	DOUGLAS CNTY NEB SAN & JMPT D1				5/15/2025	5/19/2020	150,000.00	150,000.00	150,000.00	1,700.00		144,438.50
D02/02					100.000	AFS						
MUNI	25939RBY1		2.400	NE 177039345-1	Cont	1/15/2039	150,000.00	150,000.00	150,000.00	121,509.00		121,509.00
GO	DOUGLAS CNTY NEB S&I #537				1/15/2027	1/21/2022	150,000.00	150,000.00	150,000.00	760.00		122,269.00
D02/02					100.000	AFS						
MUNI	379807CE4		1.850	NE 184010461-1	Cont	12/15/2035	100,000.00	100,000.00	100,000.00	87,438.00		87,438.00
REV	GERING NEB COMBINED UTILS REV				4/29/2026	4/29/2021	100,000.00	100,000.00	100,000.00	544.72		87,982.72
D02/02					100.000	AFS						
MUNI	406036HIN6		2.400	NE 185176896-1	Contn	12/15/2024	100,000.00	100,000.00	100,000.00	99,317.00		99,317.00
GO	HALL CNTY NE SCD #2 GRAND IS				4/1/2024	2/9/2015	100,000.00	100,000.00	100,000.00	706.67		100,023.67
D02/02					100.000	AFS						
MUNI	497593DJ9		4.000	IA 177032959-1	Cont	6/1/2034	365,000.00	365,000.00	365,000.00	384,144.25		384,144.25
GMCP	KIRKWOOD CMNTY COLLEGE IOWA CT				6/1/2029	3/23/2020	365,000.00	365,000.00	365,000.00	4,866.67		389,010.92
D02/02	AA				100.000	AFS						
MUNI	505318QS7		2.650	NE 185179244-1	Contn	11/15/2024	55,000.00	55,000.00	55,000.00	54,706.85		54,706.85
GO	LA VISTA NE				4/1/2024	12/31/2014	55,000.00	55,000.00	55,000.00	550.61		55,257.46
D02/02					100.000	AFS						
MUNI	57973FDD8		3.150	NE 185181069-1	Contn	12/15/2030	100,000.00	100,000.00	100,000.00	99,625.00		99,625.00
REV	MCCOOK NE PUBLIC PWR DIST				4/1/2024	8/9/2017	100,000.00	100,000.00	100,000.00	927.50		100,552.50
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	186,759.35		186,759.35
GO	NEWTON IOWA				6/1/2029	4/20/2022	185,000.00	185,000.00	189,452.84	1,850.00		188,609.35
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	174,751.50		174,751.50
REV	PERENNIAL PUB PWR DIST NEB ELE				2/17/2026	2/17/2021	210,000.00	210,000.00	210,000.00	1,113.00		175,864.50
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	133,737.00		133,737.00
GO	SARPY CNTY NEB S&I #158				4/15/2027	4/19/2022	150,000.00	150,000.00	150,000.00	1,936.67		135,673.67
D02/02					100.000	AFS						

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

Report Sequence: sgrp, CUSIP, Tticket

Pledged Securities Detail
March 31, 2024

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SGrp	CUSIP	Description	Moody	Rate	State	Ticket-P#	Call Type	Maturity Dt	Total Face	Pledge Values			Market Value
										Next Call Dt	Issue Dt	Book Value	
STyp	S&P					Call Price	Intent	Total Par	Pledged Face % of Total	Par Value	Interest Rec		
MUNI	80377BK78	SARPY CNTY NEB S&J DIST #264		2.350	NE	184010680-1	Cont	8/15/2034	180,000.00	180,000.00	180,000.00	148,572.00	
GO							5/3/2026	180,000.00	100.00%	180,000.00	540.50	149,112.50	
D02/02							100.000						
MUNI	80377TBE2	SARPY CNTY NE SAN & IMPT DIST		2.800	NE	185187220-1	Contin	11/15/2028	85,000.00	85,000.00	85,000.00	82,325.05	
GO							4/1/2024	85,000.00	100.00%	85,000.00	899.11	83,224.16	
D02/02							100.000						
MUNI	80377BF9	SARPY CNTY NE SAN & IMPT DIST		2.900	NE	185187221-1	Contin	11/15/2029	85,000.00	85,000.00	85,000.00	82,910.70	
GO							4/1/2024	85,000.00	100.00%	85,000.00	931.22	83,841.92	
D02/02							100.000						
MUNI	80378TEW8	SARPY CNTY NE SAN & IMPT DIST		3.850	NE	185187230-1	Contin	10/15/2033	85,000.00	85,000.00	85,000.00	81,082.35	
GO							4/1/2024	85,000.00	100.00%	85,000.00	1,508.99	82,591.34	
D02/02							100.000						
MUNI	80379AEF5	SARPY CNTY NEB SAN & IMPT #243		2.700	NE	177011631-1	Cont	8/15/2038	290,000.00	290,000.00	290,000.00	239,542.90	
GO							8/15/2025	290,000.00	290,000.00	290,000.00	1,000.50	240,543.40	
D02/02							100.000						
MUNI	80379KENG	SARPY CNTY NEB SAN & IMPT #272		2.300	NE	177018881-1	Cont	12/15/2034	50,000.00	50,000.00	50,000.00	43,147.00	
GO							12/15/2025	50,000.00	100.00%	50,000.00	338.61	43,485.61	
D02/02							100.000						
MUNI	810140LP6	SCOTTS BLUFF CNTY NEB		2.550	NE	182012068-1	Cont	1/15/2034	250,000.00	250,000.00	250,000.00	217,005.00	
GO							4/21/2027	250,000.00	250,000.00	250,000.00	1,345.83	218,350.83	
D02/02							100.000						
MUNI	818483FG9	SEWARD NE ELEC REV		2.450	NE	185187557-1	Contin	2/15/2028	150,000.00	150,000.00	150,000.00	145,711.50	
REV							4/1/2024	150,000.00	100.00%	150,000.00	469.58	146,181.08	
D02/02							100.000						
MUNI	886094CD1	THURSTON CNTY NEB		2.500	NE	184003102-1	Cont	12/15/2035	200,000.00	200,000.00	200,000.00	176,878.00	
GO							5/28/2025	200,000.00	200,000.00	200,000.00	1,472.22	178,350.22	
D02/02							100.000						
TAX	534239FX1	LINCOLN NEB		3.000	NE	177045043-1	Cont	7/15/2026	100,000.00	100,000.00	100,000.00	96,814.00	
TAXGO							12/1/2025	100,000.00	100.00%	100,000.00	633.33	97,447.33	
D02/02							100.000						
TAX	61778RBT8	MORRILL CNTY NEB SCH DIST #63		1.937	NE	177020846-1	Cont	12/1/2031	210,000.00	210,000.00	210,000.00	167,367.90	
TAXGO							12/1/2025	210,000.00	210,000.00	210,000.00	1,355.90	168,723.80	
D02/02							100.000						

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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	
TAX	68189TBA3	6.400		NE	185184294-1		2/1/2026	20,000.00	20,000.00	20,000.00	20,165.40	20,165.40	
TAXREV	OMAHA NEB SPL OBLIG						3/25/2008	20,000.00	100.00%	20,000.00	213.33	20,378.73	
D02/02	AA+		Aa3				AFS						
TD	02007GXXG3	3.450			177049980-1		8/4/2026	245,000.00	245,000.00	245,000.00	245,000.00	245,000.00	
CD	ALLY BANK CD						8/4/2022	245,000.00	100.00%	245,000.00	1,319.98	246,319.98	
D02/02							AFS						
TD	02589AC42	2.650			182012070-1		4/6/2027	245,000.00	245,000.00	245,000.00	245,000.00	245,000.00	
CD	AMERICAN EXPR NATL BK CD						4/6/2022	245,000.00	100.00%	245,000.00	3,166.21	248,166.21	
D02/02							AFS						
TD	89235MNH0	3.200			177046219-1		5/17/2027	245,000.00	245,000.00	245,000.00	245,000.00	245,000.00	
CD	TOYOTA FINANCIAL SGS BK CD						5/17/2022	245,000.00	100.00%	245,000.00	2,921.21	247,921.21	
D02/02							AFS						
CITY OF SEWARD								48,024,927.29		11,049,955.77	10,305,574.70	10,305,574.70	
										11,233,916.50	55,777.56	10,361,352.26	

CASH IN BANK \$8,026,514.57

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TREASURER'S REPORT	MONTH OF: MARCH 2024						
VARIANCE AT: 50.00%							
DEPARTMENT	REVENUE BUDGET	CURRENT YTD REVENUE	VARIANCE	UNRECEIPTED BALANCE	PREVIOUS YTD REVENUE	DIFFERENCE B/W BUDGET YEARS	
ELECTRIC	11,605,750	6,435,887	55%	5,169,863	5,661,325	774,562	
ELEC BOND PYMT							
WATER	5,508,500	1,038,249	19%	4,470,251	995,689	42,560	
WATER BOND PYMTS							
WATER SINKING FUND	20,000	- 0 -	0%	20,000	- 0 -	- 0 -	
WASTEWATER TREATMENT	21,444,450	1,290,954	6%	20,153,496	1,048,183	242,771	
WWTW BOND PYMT							
WWTW SINKING FUND	580,000	- 0 -	0%	580,000	- 0 -	- 0 -	
TOTAL BUSINESS-TYPE FUNDS	39,158,700	8,765,090	22%	30,393,610	7,705,197	1,059,893	
GENERAL REVENUES	4,831,060	1,813,842	38%	3,017,218	1,576,440	237,402	
LEGAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
POLICE	8,150	3,112	38%	5,038	2,986	126	
E911	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
POLICE EQUITABLE SHARING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
STREET	3,036,608	789,873	26%	2,246,735	695,220	94,653	
STREET STP FUNDS	195,088	208,798	107%	(13,710)	202,901	5,897	
DEBT SERVICE	834,993	836,281	100%	(1,288)	872,604	(36,322)	
RAIL CAMPUS	- 0 -	- 0 -	0%	- 0 -	3,000	(3,000)	
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG DOWNTOWN REVITAL GRANT	135,000	65,432	48%	69,568	68,673	(3,241)	
BLDGS & GRDS (CITY HALL)	36,000	27,943	78%	8,057	18,000	9,943	
LEVEE ACCREDITATION	146,250	- 0 -	0%	146,250	- 0 -	- 0 -	
CIVIC CENTER	1,864,491	149,855	8%	1,714,636	97,644	52,211	
LIBRARY	40,200	79,855	199%	(39,655)	24,842	55,013	
PUBLIC PROPERTIES	31,250	18,125	58%	13,125	13,453	4,672	
CEMETERY	60,000	26,225	44%	33,775	50,375	(24,150)	
GOLF COURSE	361,800	139,845	39%	221,955	102,976	36,869	
NEW PARK DEVELOPMENT	400	569	142%	(169)	318	251	
NEW CEMETERY DEVELOPMENT	1,250	1,715	137%	(465)	955	760	
GUTHMAN TRUST - REGULAR	425	324	76%	101	181	143	
GUTHMAN TRUST - PAVING	100	181	181%	(81)	101	80	
PERPETUAL CARE - PRINCIPAL	7,500	3,900	52%	3,600	5,850	(1,950)	
PERPETUAL CARE - INTEREST	1,800	2,113	117%	(313)	1,275	839	
BLDGS & GRDS (OTHER)	250	4,616	0%	(4,366)	- 0 -	4,616	
BUILDING INSPECTION	100,750	55,021	55%	45,729	73,604	(18,583)	
FIRE	382,000	124,683	33%	257,317	67,509	57,175	
FIRE EQUIPMENT SINKING FUND	240,000	6,343	3%	233,657	2,922	3,421	
TREE BOARD	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PLANNING COMMISSION	5,100	504	10%	4,596	1,592	(1,088)	
ENGINEER	120,375	- 0 -	0%	- 0 -	- 0 -	- 0 -	
DOWDING POOL	81,000	20,987	26%	60,013	280	20,707	
CONCESSION STAND	900	- 0 -	0%	900	- 0 -	- 0 -	
SWIMMING LESSONS	16,000	- 0 -	0%	16,000	- 0 -	- 0 -	
RECREATION	43,050	30,000	70%	13,050	27,445	2,555	
SPORTS COMPLEX LIGHTS	225	353	157%	(128)	196	156	
SENIOR CENTER	80,500	56,095	70%	24,405	36,680	19,414	
SENIOR SHUTTLE	4,600	1,384	30%	3,216	1,784	(401)	
RECYCLING	2,250	4,937	219%	(2,687)	500	4,437	
WELLNESS CENTER	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
ECONOMIC DEVELOPMENT (LB840)	289,500	177,462	61%	112,038	133,714	43,748	
CAPITAL IMPROVEMENTS FUND	14,792,000	420,796	3%	14,371,205	63,496	357,299	
TAX INCREMENT FINANCING	687,206	129,848	19%	557,358	211,711	(81,864)	
TOTAL GOVERNMENTAL FUNDS	28,438,071	5,201,015	18%	23,116,681	4,359,229	841,787	

(UNAUDITED)

TREASURER'S REPORT		MONTH OF: MARCH 2024				
VARIANCE AT: 50.00%						
DEPARTMENT	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE
	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS
ELECTRIC	14,113,143	5,855,405	41%	8,257,738	4,734,339	1,121,066
ELEC BOND PYMT	497,568	463,633	93%	33,936	457,975	5,658
WATER	6,811,905	2,282,157	34%	4,529,748	1,150,919	1,131,238
WATER BOND PYMTS	357,379	101,498	28%	255,882	243,468	(141,970)
WATER SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
WASTEWATER TREATMENT	21,658,767	621,839	3%	21,036,928	1,021,589	(399,751)
WWTW BOND PYMT	288,518	11,609	4%	276,909	12,081	(473)
WWTW SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
TOTAL BUSINESS-TYPE FUNDS	43,727,280	9,336,140	21%	34,391,140	7,620,371	1,715,769
GENERAL EXPENSES	1,880,095	129,014	7%	1,751,081	138,269	(9,256)
LEGAL	75,862	39,147	52%	36,715	30,219	8,928
POLICE	1,781,912	887,718	50%	894,194	809,210	78,508
E911	282,085	141,042	50%	141,043	116,602	24,440
POLICE EQUITABLE SHARING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
STREET	5,311,011	2,647,977	50%	2,663,034	1,304,580	1,343,397
STREET STP FUNDS	195,085	190,474	98%	4,611	190,480	(6)
DEBT SERVICE	830,993	270,693	33%	560,300	481,020	(210,327)
RAIL CAMPUS	40,000	9,899	25%	30,101	24,546	(14,647)
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG-DOWNTOWN REVITAL GRANT	135,000	65,432	48%	69,568	68,673	(3,241)
BLDGS & GRDS (CITY HALL)	26,710	11,321	42%	15,389	11,570	(249)
LEVEE ACCREDITATION	195,000	82,483	42%	112,517	2,910	79,573
CIVIC CENTER	1,864,491	193,067	10%	1,671,424	156,336	36,731
LIBRARY	583,052	337,020	58%	246,032	448,471	(111,451)
PUBLIC PROPERTIES	528,347	291,301	55%	237,046	299,857	(8,557)
CEMETERY	183,979	121,464	66%	62,515	136,434	(14,971)
GOLF COURSE	553,762	216,280	39%	337,482	217,713	(1,432)
NEW PARK DEVELOPMENT	100	123	0%	(23)	- 0 -	123
NEW CEMETERY DEVELOPMENT	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
GUTHMAN TRUST - REGULAR	52,145	- 0 -	0%	52,145	- 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)	12,650	2,129	17%	10,521	1,525	604
BUILDING INSPECTION	120,156	50,768	42%	69,388	45,882	4,887
FIRE	728,011	182,337	25%	545,674	153,927	28,410
FIRE EQUIPMENT SINKING FUND	175,000	- 0 -	0%	175,000	- 0 -	- 0 -
TREE BOARD	12,550	- 0 -	0%	12,550	375	(375)
PLANNING COMMISSION	21,826	10,356	47%	11,470	9,353	1,003
ENGINEER	163,964	71,863	44%	- 0 -	70,490	1,373
DOWDING POOL	264,071	79,733	30%	184,338	31,314	48,419
CONCESSION STAND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
SWIMMING LESSONS	9,300	- 0 -	0%	9,300	- 0 -	- 0 -
RECREATION	312,941	168,650	54%	144,291	202,526	(33,876)
SPORTS COMPLEX LIGHTS	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
SENIOR CENTER	200,620	145,067	72%	55,553	81,427	63,640
SENIOR SHUTTLE	4,853	2,710	56%	2,143	2,536	174
RECYCLING	28,569	30,190	106%	(1,621)	13,771	16,419
WELLNESS CENTER	105,860	46,473	44%	59,387	102	46,371
ECONOMIC DEVELOPMENT LB840	289,500	103,549	36%	185,951	- 0 -	103,549
CAPITAL IMPROVEMENTS FUND	15,242,000	221,039	1%	15,020,961	20	221,019
TAX INCREMENT FINANCING	696,706	223,026	32%	473,680	170,023	53,003
TOTAL GOVERNMENTAL FUNDS	32,908,206	6,972,345	21%	25,843,760	5,220,161	1,752,184

(UNAUDITED)

3. Claims & Payables Reports

CLAIMS LIST
4/16/2024
COUNCIL MEETING

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

ADE	RE	290.00
AKRS Equipment	SU/OI	147.63
All Copy Products Inc	SE	12.00
Allegiant Utility Service	UT	154.56
Allo	UT	414.58
Altec Industries Inc	ER	3,270.86
Amazon Business	SU	418.95
Anderson Auto Group	ER	5,482.56
Aqua-Chem Inc	SU	797.50
Badger Meter	SE	540.78
Baker & Taylor	SU	1,252.26
Baker Becky J	MI	177.22
Barco Municipal Products	SU	286.19
Bargmann Derek	MI	335.00
Bishop Michael	RI	90.00
Bizco Technologies	SE	1,564.56
Black Hills Energy	UT	1,525.42
Blue River/180 Pony	MS	1,550.00
Bode Adam	RE	90.00
Brase Joel	RE	90.00
Brunckhorst Kent	RE	90.00
Burlington Northern Santa	UT	758.19
Capital Business-Cheyenne	SE	20.06
Cerny Dan	RI	90.00
Chelewski Kent	RI	90.00
Cihal Alan F	RI	90.00
City Seward Electric Fund	UT	37,249.52
City Seward Library Petty	PF	166.65
City Seward Merchant Serv	SE	3,969.51
City Seward Payroll Accou	SA	201,336.24
City Seward Perpetual Fd	GU	600.00
City Seward Petty Cash Fu	MC	115.73
Codr Plumbing/Excavation	BU	190.00
Consolidated Fleet Servic	ER	6,482.50
Consolidated Management	ML	107.95

Constellation Newenergy	UT	1,030.35
Convergint Technologies	BU	2,624.60
Core & Main Lp	RE	1,918.12
Core Robert	RI	90.00
Cross Creek Animal Health	SE	150.00
Cuttin It Close Lawncare	GU	210.00
Deere & Company	FA	26,452.58
Dworak Tim	RI	90.00
E M C Insurance Companies	BE	500.00
Exchange Bank	EQ	3,300.00
Farmers Coop Seward	DF	3,450.30
Fastenal Company	BU	417.10
Fisher Zachary G	RI	90.00
G & P Development Landfil	SE	43.41
Galls Llc	UN	274.42
Gehring Construction	CI	207,327.84
General Excavating	CI	292,234.28
General Traffic Controls	PL	466.00
Gerhold Concrete Co Inc	CI	1,804.01
Gleason Logan	RI	90.00
Goldsmith Katrina	RI	90.00
Great Plains Communicatio	UT	490.00
Hach Company	SU	679.18
Hans Jared	RI	90.00
Hansen Dan	RI	90.00
Hauder Alex	RI	90.00
Helmlink Printing/Grph Inc	MC	81.00
Herald Cody	RI	90.00
Hobson Automotive & Tire	RE	64.00
Hochstein Jared	RI	90.00
Husker Electric Supply Co	INV	856.34
Hydraulic Equipment	ER	80.30
Janicek Gary M	RI	90.00
Johnson Bros Of Nebraska	MH	569.52
Jones Automotive	SU	135.00
Jones Bank	EQ	9,980.00
Jr'S Bobcat Service	MC	4,150.87
K & Z Distributing	MH	405.30
Kahler Daniel S	RI	90.00
Koll Brandon	RI	90.00
Last Mile Network Consult	SE	90.00
Lincoln Tree Service Inc	SE	16,500.00
Lincoln Winwater Works	RE	62.16
Lintt Braydon	RI	90.00

Lintt Mark	RI	90.00
Maguire Iron Inc	CI	208,767.00
Mailand'S Clothing	RE	78.00
Marlin'S Plumbing Heating	BU	87.40
Matheson Tri-Gas Inc	ER	199.73
Matzke Tom	MC	1,200.00
Meier Mindy	RI	147.40
Menards North	BU	474.91
Merchant Job Training & S	TR	550.00
Metering & Technology Sol	INV	2,794.87
Meyer Automotive	AR	323.43
Mid-American Benefits Inc	BE	596.11
Midwest Auto Parts	ER	1,249.88
Midwest Electric Transfor	TR	5,375.00
Midwest Laboratories Inc	WT	3,261.15
Midwest Turf & Irrigation	SU	1,428.50
Miers Robert M	RI	90.00
Municipal Supply Omaha	RE	2,415.09
Nebraska Health Lab	WT	138.00
Nebraska Public Power	UT	478,037.04
Nebraska Treasurer	OP	35.38
Nebraska Truck Repair	ER	28.15
Neilan Strategy Group	LG	10,000.00
Nifco Mechanical Systems	SE	200.00
Norris Public Power Distr	UT	1,435.97
Nunn Chris	RI	90.00
Oborny Tanner	RI	90.00
Old Dominion Freight Line	RE	365.77
Olsson	ENG	3,663.32
One Call Concepts Inc	SE	233.58
One Source Background Che	SE	159.45
O'Reilly Automotive Inc	AR	436.73
Pac 'N' Save Discount Foo	ML	2,870.91
Paper Tiger Shredding	SE	70.00
Pecka Brook	RI	90.00
Pedersen Brent	RI	90.00
Pepsi-Cola Of Lincoln	MH	496.63
Pitney Bowes Inc	SE	267.31
Pitney Bowes Reserve Acco	PF	4,500.00
Policky Brandon A	RI	90.00
Pollak Douglas W	RI	90.00
Purpose Associates	CI	26,486.00
Quality Brands Of Lincoln	MH	549.27
Quill Corp	SU	158.12

R & R Products Inc	ER	227.55
Rathjen Shad	RI	90.00
Republic National	MH	709.40
Riverside Portables Llc	SE	296.42
Ruether Larry L	RI	90.00
Samuels Kari	RI	50.00
Sestak David	RI	90.00
Seward Co Clerk/Register	EX	46.50
Seward County Independent	PU	1,360.81
Seward County Treasurer	SE	23,507.08
Seward Lumber & Home Cent	BU	548.12
Seward Public Schools	MC	519.00
Seward Wind Llc	UT	55,815.07
Siebert Paul	SE	100.00
Small Engine Specialists	GU	119.98
Sol Cards/Unfolding Comms	SE	125.00
Southeast Comm-Lincoln	TR	2,750.00
Southern Glazer'S Of Ne	MH	1,860.84
Spickelmier & Son Inc	WR	1,320.00
Sports Express	EX	2,099.75
St Gregory The Great	RI	3,055.00
St Louis Michelle	RI	90.00
Summit Fire Protection	ER	279.00
Targets Online	TR	130.00
Terziu Naim	RS	8,978.26
Time Warner/Spectrum	UT	428.69
Tk Elevator Corp	SE	2,230.08
Total Tool Supply Inc	SU	93.31
Tractor Supply	SU	995.54
Transunion Risk	MC	75.00
Uline	SU	302.63
Union Title Company Llc	SE	1,500.00
Verizon Wireless	IT	2,912.31
Visa - Jones Bk City Card	AN	100.00
Visa - Pinnacle Bank	SU	855.66
Voehl Cindy	RI	13.40
Volzke Jeff	RI	366.84
Watson Wendell B	RI	90.00
Wesco Distribution Inc	INV	17,305.35
Wilson Sporting Goods	EX	3,922.99
Windstream Nebraska Inc	UT	2,015.86
Wiseman Erin	RI	90.00
Zimco Supply Co	ER	1,462.80
CLAIMS TOTAL		\$1,746,271.44

4. Police Department Report



City of Seward
Police Department
Chief Brian W. Peters

Monthly Statistics
_____ 20 _____

Service Calls	
Accidents	
Arrests	
Citations	
Warnings	
Parking Tickets	

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

5. Draft Minutes of April 2, 2024, City Council Meeting

April 2, 2024

The Seward City Council met at 7:00 p.m. on Tuesday, April 2, 2024, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Megan Kahler, Jessica Kolterman, Karl Miller, Tatum Tonniges, John Singleton, Matt Stryson, Rich Wergin. Councilmembers Absent: Jonathon Wilken. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Mike Oneby, Wellness Center Director Joel Brase, and Chief of Police Brian Peters.

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

CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Report (totaling \$1,557,712.87)
2. Draft Minutes of March 19, 2024, City Council Meeting.
3. Mayor Appointment to Boards and Commissions (Emergency):
 - A. Appoint Noah Brumm to the Seward Volunteer Fire Department Roster

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

PUBLIC HEARING

1. UPDATE ON A \$127,000.00 COMMUNITY DEVELOPMENT BLOCK GRANT – ECONOMIC DEVELOPMENT PROGRAM INCOME REUSE LOAN FUND (CDBG-EDLF) PROJECT WITH BOTTLE ROCKET BREWING, LLC, DBA BOTTLE ROCKET BREWING

Kelly Gentrup, CDBG Administrator from Southeast Nebraska Development District (SENDD), noted this was the required second public hearing for the project. She noted the grantor had stipulations that the grantee must create 3.6 FTE jobs with 51% for low-to-moderate income persons—all funds have been distributed and these objectives were not met by the grantee. City Administrator Butcher identified that due to terms not being met fully, the grantee must repay the loan to the State, which will be satisfied by grantee's monthly repayments to SENDD, Inc. with LB840 funding supplemented to complete the balance. The grantee applied to the LB840 Committee, was approved, and will repay as per the approved schedule established by the Committee.

The Mayor opened the public hearing at 7:05pm. With no public comment received, the public hearing was closed at 7:05pm.

There was no action on this item as it was merely a public hearing.

ADMINISTRATIVE ITEMS

1. CONSIDERATION OF SEWARD FOUNDATION APPLICATIONS:

A. LIED SENIOR CENTER – FLOORING - \$20,000 REQUESTED

Katrina Goldsmith, applicant representative, described how the flooring was original to the building and how it had outlived its useful life, and it made more fiscal sense to replace rather than maintain. Mr. Butcher noted the areas near the floor joints have bubbled which poses a tripping hazard for patrons.

B. SEWARD MEMORIAL LIBRARY – SOUND IMPROVEMENT - \$2,500 REQUESTED

Becky Baker, applicant representative, identified the sound system in the lower-level conference room as obsolete; therefore, the goal is to modernize the equipment for future use.

C. SEWARD COUNTY FIRST IMPRESSIONS – WELCOME SIGN REPLACEMENT - \$8,216.31 REQUESTED

Mr. Butcher noted the project would accomplish replacement of the signs that motorists see as they enter Seward on roadways. The current signs are faded and have exceeded their intended lifespan.

D. SEWARD CIVIC CENTER – SOUTH ENTRANCE ADA ENTRY - \$25,000 REQUESTED

Mark Kolterman, applicant representative, noted the south entrance ADA entry wasn't a part of the current phase I improvements project underway at the Civic Center. The Commission felt the necessity of safe entry for ADA users was paramount to address as soon as possible; therefore, the project would ensure this item is handled in a timelier manner. It was noted that a similar project for indoor ADA improvements was approved in a past cycle, but

April 2, 2024

those monies were never spent so it was deobligated.

E. MAKE RECOMMENDATION OF PRIORITY ORDER FOR SEWARD FOUNDATION APPLICATIONS

Councilmember Miller, who serves as a Council representative on the Seward Foundation, noted the current monies available are approximately \$27k for projects, but significantly more for Aging Services capital improvements. It was indicated that perhaps the Foundation would fund the flooring project from these monies instead of the general project fund or that other projects may only be partially funded since the requests exceeded the available funds.

Councilmember Miller moved, seconded by Councilmember Kolterman, to prioritize and submit applications to the Seward Foundation in the following order: Lied Senior Center, Seward Civic Center, Seward Memorial Library, and Seward County First Impressions.

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

Nay: None. Absent: Wilken. Motion carried.

2. CONSIDERATION OF A RECOMMENDATION TO AWARD A CONSTRUCTION CONTRACT TO BIC CONSTRUCTION IN THE AMOUNT OF \$2,498,000 FOR CIVIC CENTER PHASE I IMPROVEMENTS PROJECT

Mark Kolterman of the Civic Center Commission relayed that the project had received three bids prior to the February 29th opening date. BIC Construction was the low bid at \$2,498,000; however, it exceeded the budgeted \$2.2 million from the Langworthy Trust. The Commission had been negotiating with the low bidder to match the budget to the construction plan; therefore, it was recommended that the Council accept the bid as is with a change order expected to alter the scope.

Councilmember Stryson moved, seconded by Councilmember Kolterman, to award a construct contract to BIC Construction for the Civic Center Phase I Improvements Project.

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

Nay: None. Absent: Wilken. Motion carried.

3. CONSIDERATION OF A TASK ORDER (#1) TO A MASTER SERVICES AGREEMENT SIGNED WITH JEO CONSULTING GROUP, INC. FOR GIS SERVICES IN THE AMOUNT OF \$173,630.00

City Engineer Oneby identified the task order as an updated GIS system for City operations. Essentially the task order will improve mapping for electric, stormwater, sewer, and potable water infrastructure and capture to a software system. It is expected that much of the work for the two-year budget will be completed by interns hired by JEO to map the entire City, starting with the infrastructure and areas in the City with the least information. It was noted that the City is moving away from GWorks as a provider of GIS services in the near future.

Councilmember Stryson moved, seconded by Councilmember Wergin, to approve Task Order #1 with JEO Consulting Group, Inc. for GIS Services in the amount of \$173,630 as presented.

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

Nay: None. Absent: Wilken. Motion carried.

4. CONSIDERATION OF A CHANGE ORDER (#3) IN THE AMOUNT OF \$24,154.90 WITH GEHRING CONSTRUCTION & READY MIX CO. FOR THE IZAAK WALTON-HWY 15 IMPROVEMENTS PROJECT

Mr. Oneby informed the change order would complete the project, with items added to topsoil replacement in the previously paved area as well as better quality lane marking paint.

Councilmember Singleton moved, seconded by Councilmember Kahler, to approve Change Order #3 with Gehring Construction & Ready Mix Co. in the amount of \$24,154.90 as presented.

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

Nay: None. Absent: Wilken. Motion carried.

5. CONSIDERATION OF A RESOLUTION TO ADOPT A REVISED TITLE VI IMPLEMENTATION PLAN AND ADA POLICY AND ASSURANCES FOR FEDERALLY FUNDED PROJECTS

Mr. Butcher noted that the State has requested the City approve an updated Title VI and ADA policy/plan to comply with federally funded projects requirements.

Councilmember Wergin introduced **Resolution 2024-12**, to adopt a revised Title VI Implementation Plan and ADA Policy and Assurances. Councilmember Tonniges moved, seconded by Councilmember Stryson, to approve Resolution 2024-12.

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

Nay: None. Absent: Wilken. Motion carried.

April 2, 2024

6. ITEMS ERLATED TO THE PURCHASE OF A MOWER AT THE SEWARD COMMUNITY GOLF COURSE

A. CONSIDERATION OF AN ORDINANCE APPROVING A LEASE-PURCHASE AGREEMENT WITH JONES BANK FOR THE FINANCING OF A GREENSMaster TRIFLEX 3300 HYDRAULIC MOWER

Councilmember Kolterman introduced Ordinance No. 2024-6. Councilmember Wergin moved, seconded by Councilmember Kahler, to dispense with the statutory rule.

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

Councilmember Stryson moved, seconded by Councilmember Kahler that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing: Ordinance No. 2024-6, AN ORDINANCE AUTHORIZING A LEASE-PURCHASE AGREEMENT RELATING TO THE PURCHASE OF EQUIPMENT FOR USE BY THE CITY OF SEWARD, NEBRASKA; AUTHORIZING THE EXECUTION OF DOCUMENTS WITH RESPECT TO SAID LEASE-PURCHASE AGREEMENT AND PROVIDING FOR THE PUBLISHING OF THIS ORDINANCE.

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

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

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

B. CONSIDERATION OF A LEASE-PURCHASE AGREEMENT WITH JONES BANK FOR THE PURCHASE OF A GREENSMaster TRIFLEX 3300 HYDRAULIC MOWER AND APPOINTMENT OF THE MAYOR AND COUNCIL AS PURCHASING AGENT

Councilmember Stryson moved, seconded by Councilmember Singleton, to approve a lease-purchase agreement with Jones Bank for the purchase of a GreensMaster TriFlex 3300 Hydraulic Mower and to appoint the Mayor and City Council as purchasing agent as presented.

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

7. CONSIDERATION OF A RESOLUTION TO DESIGNATE CITY ITEMS AS SURPLUS

Councilmember Stryson introduced **Resolution 2024-13**, to designate City items as surplus. Councilmember Wergin moved, seconded by Councilmember Tonniges, to approve Resolution 2024-13.

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

8. UPDATE ON THE WELLNESS CENTER

Wellness Center Director Brase informed that structure construction of the classrooms portion of the structure was set to begin imminently. Cement pouring of the parking lot was set to begin the week of 4/15 depending on weather. Lastly, the City received notification of a \$562k funded grant through the Nebraska Civic and Community Center Financing Fund (CCCCFF).

CITY ADMINISTRATOR'S REPORT

Councilmember Wergin moved, seconded by Councilmember Stryson, that the City Administrator's report of April 2, 2024, be accepted.

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

STRATEGY SESSION

1. STRATEGY SESSION WITH CITY ATTORNEY REGARDING LITIGATION STRATEGY

Councilmember Miller moved, seconded by Councilmember Stryson, that the Council enter a closed session with the Mayor, City Administrator, City Attorney, and the City Clerk for the protection of the public interest and to discuss litigation strategy with the City Attorney for a period not to exceed 30 minutes.

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

April 2, 2024

Mayor Eickmeier stated the Council has voted to go into closed session at 8:20 p.m. for the protection of the public interest and to discuss litigation strategy with the City Attorney.

At 8:24 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Kahler, Kolterman, Miller, Tonniges, Singleton, Stryson, Wergin. Mayor Eickmeier announced that no formal action was taken during the closed session.

2. STRATEGY SESSION WITH CITY ATTORNEY REGARDING REAL ESTATE INTERESTS AT THE SEWARD RAIL CAMPUS

Councilmember Miller moved, seconded by Councilmember Kahler, that the Council enter a closed session with the Mayor, City Administrator, City Attorney, and the City Clerk for the protection of the public interest and to discuss real estate interests at the Seward Rail Campus with the City Attorney for a period not to exceed 30 minutes.

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

Mayor Eickmeier stated the Council has voted to go into closed session at 8:24 p.m. for the protection of the public interest and to discuss real estate interests at the Seward Rail Campus with the City Attorney.

At 8:36 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Kahler, Kolterman, Miller, Tonniges, Singleton, Stryson, Wergin. Mayor Eickmeier announced that no formal action was taken during the closed session.

MOTION TO ADJOURN

Councilmember Wergin moved, seconded by Councilmember Tonniges, that the April 2, 2024, City Council Meeting be adjourned.

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

Adjourned approximately 8:37 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Ordinance to Vacate the City Right-of-Way (ROW) Road Between the East ROW Line of Columbia Ave and the West ROW Line of Plum Creek Lane in Sunny Side Addition - Building/Zoning & Code Enf. Director Dworak

ORDINANCE NO. 2024-7

AN ORDINANCE TO VACATE THE CITY RIGHT-OF-WAY OF ROAD BETWEEN THE EAST ROW LINE OF COLUMBIA AVE AND THE WEST ROW LINE OF PLUM CREEK LANE IN SUNNY SIDE ADDITION. AS HEREINAFTER SET FORTH; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. **CITY RIGHT-OF-WAY VACATED.** The dedication of Road, between the East ROW line of Columbia Ave and the West ROW line of Plum Creek Lane, in the Plat entitled "Sunny Side Addition to the City of Seward, Nebraska" (as denoted on the attached "Exhibit A"), is hereby vacated.

Section 2. **Public Interest.** It is deemed advantageous and in the public interest, safety, welfare, and convenience to vacate and close said street, and upon vacation and closing, said street shall revert to the owner of the lot abutting on the west line of said street. Said vacation is deemed to be advantageous and in the best interest of the municipality.

Section 3. **Reservation of Easements.** The City of Seward retains the right to maintain, operate, repair, and replace by itself or by any licensee or agent any pipes, sanitary sewer mains, or any other facility or equipment for the maintenance or operation of any utility now located in said street thereof vacated and closed by this Ordinance.

Section 4. **Filing and Recording of Ordinance.** A certified copy of this ordinance shall be recorded in the office of the Register of Deeds.

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

Passed and approved this 16th day of April, 2024.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Attest:

Derek Bargmann
City Clerk

(SEAL)

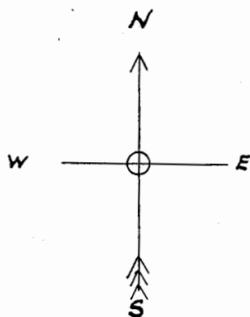
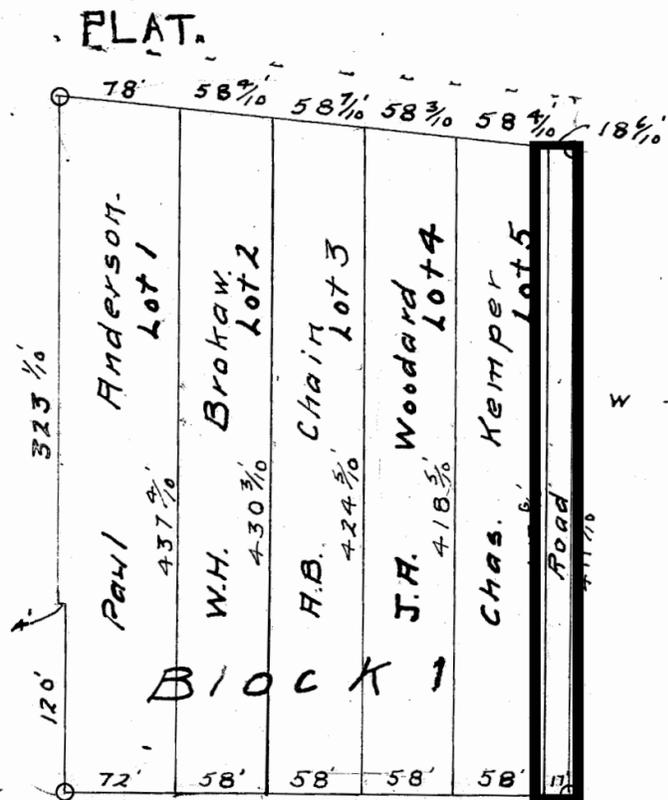
SUNNY SIDE ADDITION

TO

THE CITY OF SEWARD, NEBRASKA.

M 11
Pg 660

FILED
JUL 13 1915
CITY CLERK
SEWARD, NEBRASKA



Scale 100 Ft-to-1 inch

— Legend —

Beginning at a point 450 Feet North, and 291 Feet East, of the South West corner of the North West Quarter of Section 21-T-11-N-R-3-E, and running thence East 321 Feet, thence North 411 1/2 Feet, thence North 83°-20' West 330 3/4 Feet, thence South 323 1/2 Feet, thence East 4 Feet, thence South 120 Feet to the point of beginning. Containing 3.14 acres More or less

Dimensions in Ft. are indicated thus = ' = Corners are shown thus = O = MONUMENTS - IRON STAKES AT O

I hereby certify that the Sunny-Side Addition was accurately surveyed by me and that the above Plat is true and correct.

Dated- July 13th 1915

Rex Davis

County Surveyor or Parcel

The above and foregoing sub-division of the following described tract of land, to-wit:- Beginning at a point 450 Ft. North and 291 Ft. East of the South West corner of the North West Quarter of the South East Quarter of Section 21-T-11-N-R-3-E, and running thence East 321 Ft. thence North 411 1/2 Ft. thence North 83°-20' West 330 3/4 Ft. thence South 323 1/2 Ft. thence East 4 Ft. thence South 120 Ft. to the point of beginning. Containing 3.14 acres more or less. - As appears on this plat is, with the free consent and in accordance with the desire of the undersigned owners and proprietors.

Dated this 13th day of July 1915

State of Nebraska } ss
Seward County

On the 13th day of July 1915 before me the undersigned notary public duly commissioned and qualified for and residing in said county, personally appeared ~~before me~~ John A. Woodard, Vista F. Woodard, William H. Brokaw, Jessie H. Brokaw, Albert B. Chain, Abby H. Chain, F. Paul Anderson, Meta C. Anderson, Charles L. Kemper, Lena Kemper, to me known to be the identical persons who signed the above and foregoing plat and they each severally acknowledged the execution of the same to be their voluntary act and deed.

In presence of

Roy R. Schick

John A. Woodard

Vista F. Woodard

Abby H. Chain, William H. Brokaw

Albert B. Chain, Jessie H. Brokaw

Charles L. Kemper

Lena Kemper

F. Paul Anderson

Meta C. Anderson

I hereby certify that the above plat to SUNNY SIDE ADDITION to SEWARD, NEBRASKA is a true and correct copy of the plat now on file with the CITY CLERK of the CITY of SEWARD, NEBRASKA.

JNO. MARTZ
CITY ENGINEER.

Witness my hand and notarial Seal the day and year last above written
Roy R. Schick
Notary Public

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

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

APPLICATION TYPE

Vacate Road

FINAL ACTION?

DEVELOPER/OWNER

Craig Dittmer-Owner

PC HEARING DATE

April 8, 2024

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT/USE

199 E Seward St, R-3, Residential

ADJACENT ZONING DISTRICTS/USE:

- North, R-3, Residential – Nancy Brandt
- East, R-3, Residential – Tracy & Darrick Emery
- South, R-3, Residential – Wattier Rentals LLC
- West, R-3, Residential – Pristine Rentals

BRIEF SUMMARY OF REQUEST:

A request to vacate a road within Sunnyside Addition Subdivision.



APPLICATION CONTACT

City of Seward, O 402-643-4000 opt 3, opt 1
142 N 7th St, Seward, NE 68434

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

Use type matches the comprehensive plan

ANALYSIS

This is vacation of a platted road that never materialized. The area platted as a road is currently, and has been, used by Craig Dittmer as a personal driveway to access an accessory building in his rear yard. There currently exists a sanitary sewer that connects E Seward St to a sanitary main to the south of this driveway. The City of Seward has retained an easement for the maintenance of that sanitary sewer.

Conversations with Bob Meirs, Street Superintendent, revealed that the City has never maintained or named this road. In speaking with Craig Dittmer he stated that he has always used the road as a driveway and always believed it to be his driveway. He was notified of the vacation of the road and that it would be added to his lot and his continued responsibility to maintain.

Formal notification of this vacation was mailed to Craig Dittmer

Attached you will find a copy of the original plat, a map outline of the road to vacate and the petition to vacate this road.

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

APPROXIMATE LAND AREA:

0.118 acres or 5,155.7 square feet +/-

LEGAL DESCRIPTION:

All of the North-South street lying between the East ROW line of Columbia Ave and the West ROW line of Plum Creek Lane, Sunny Side Addition to the City of Seward, Seward County Nebraska.

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director



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800094271

2. Public Hearing - 7:00 PM - Consideration of an Ordinance Re-Zoning Property Identified as Big Blue Sunset Addition from 'AG - Agricultural District' to 'RR - Rural Residential District' - Building/Zoning & Code Enf. Director Dworak



PAIS

Square 7-8-24

Request for Amendment to the Unified Land Development Ordinance

Date: 3/7/24 Application Fee: \$200 + Notification Fee: \$100 + Filing Fee: _____ = Amount Due: \$300

Applicant: Pat Schaben Address: 636 West St. Phillips, NE 68865

Phone: 402-641-2833 Email: PSchaben@pompstire.com

I wish to [X] Build [] Alter Buildings/ Structures [X] Change the Use of Land or Structures [] Premise Address: _____

Legal Description: A PART OF THE NORTHEAST QUARTER THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA

The following change in the Unified Land Development ordinance is hereby requested:

Change in zoning of the subject property from its present classification: AG-Agricultural To the following proposed zoning classification: RR-Rural

Amend the text or district regulations as follows: _____

To permit the following improvement or use: New residential structure and rural residential acreage

The applicant shall furnish a plat of the area containing the property for which a zoning change is sought and including all the lots within 300 feet of the property lines of the subject property. The plat shall show existing and proposed zoning.

I certify that the above information and that required by section _____ of the _____ Unified Land Development Ordinance, as submitted herewith, is, to the best of my knowledge, true and accurate.

Applicate Signature: [Handwritten Signature]

BIG BLUE SUNSET ADDITION

A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28,
TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA
MINOR PLAT

SECTION CORNER TIES

A N1/4 SECTION 28-11-3E
FD 1.12" IRON PIN IN CONC. PAVING
NW 30.97 TO "X" ON CURB
SW 30.92 TO "X" ON CURB
E 24.09 TO "X" ON CURB

C SE COR. SW1/4 SECTION 28-11-3E
FD 2" ALUM. CAP
NNW 84.94 TO "X" ON ANGLE IRON OF
BRIDGE DECK
NW 119.57 TO "X" ON ANGLE IRON OF
BRIDGE DECK
SE 12.73 TO NAIL IN N END CMP

E NW COR. SW1/4 SECTION 28-11-3E
FD HEX BOLT ON E SHOULDER HWY#15
W 17 TO CL HWY #15
NE 8.25 TO "X" IN STEEL GUARD POST
NE 5.17 TO NAIL IN PLASTIC BRIDGE RAIL
SSE 9.19 TO NAIL IN PLASTIC BRIDGE RAIL

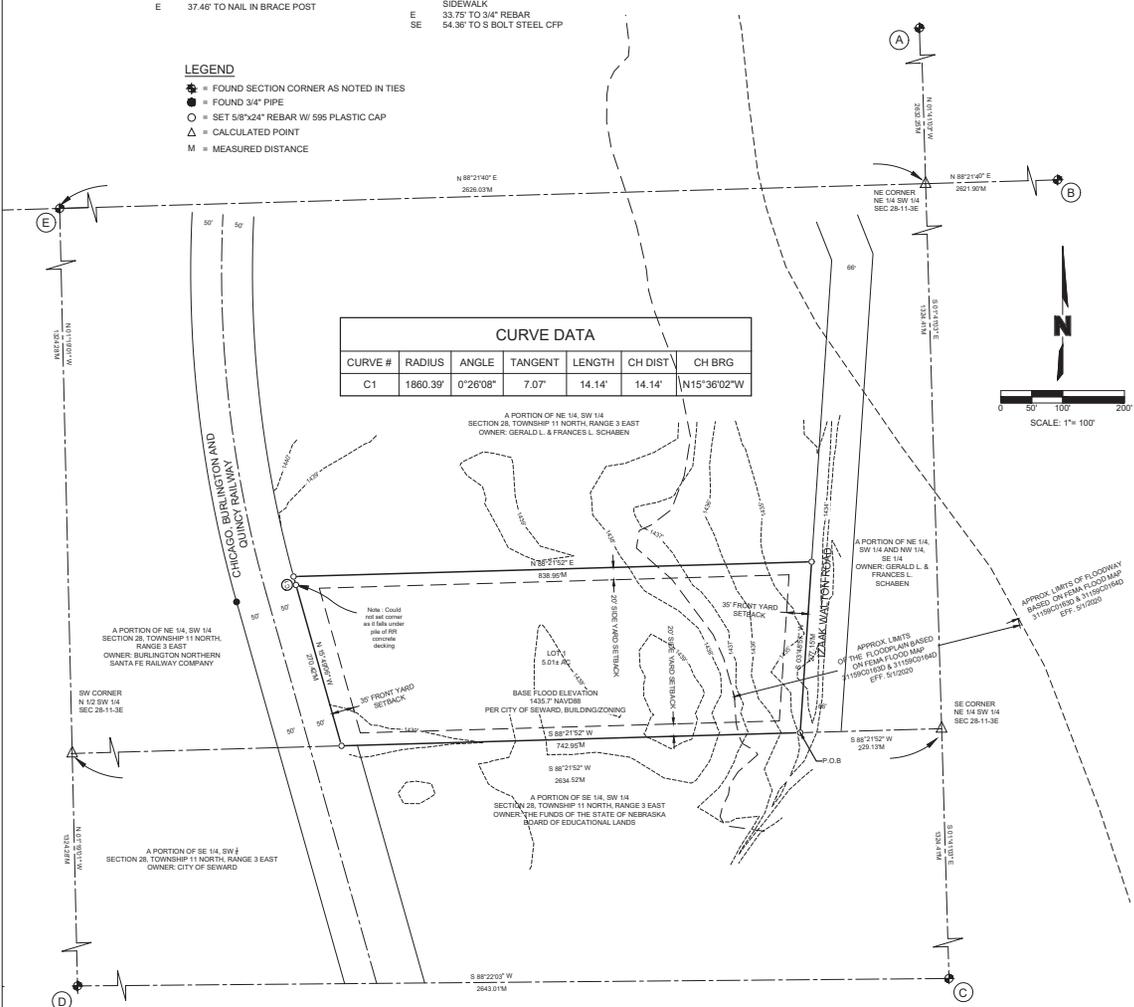
B E1/4 SECTION 28-11-3E
FD 3" IRON PIPE W NAIL IN CENTER
WSW 69.82 TO "X" NAILS IN PP
SW 73.99 TO "X" NAILS IN PP
E 37.46 TO NAIL IN BRACE POST

D SW COR. SW1/4 SECTION 28-11-3E
FD SURVEY SPIKE
NE 85.35 TO "X" IN MIDDLE OF W END
SIDEWALK
E 33.75 TO 3/4" REBAR
SE 54.39 TO S BOLT STEEL C/P

LEGEND

- = FOUND SECTION CORNER AS NOTED IN TIES
- = FOUND 3/4" PIPE
- = SET 5/8"x24" REBAR W 5/8" PLASTIC CAP
- △ = CALCULATED POINT
- M = MEASURED DISTANCE

CURVE DATA						
CURVE #	RADIUS	ANGLE	TANGENT	LENGTH	CH DIST	CH BRG
C1	1860.39'	0°26'08"	7.07'	14.14'	14.14'	N15°36'02"W



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED THE FOREGOING MINOR PLAT OF "BIG BLUE SUNSET ADDITION", A PART OF "NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS":
REFERRING TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE IN A WESTERLY DIRECTION ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28, FOR A DISTANCE OF 742.92' TO A POINT ON THE WESTERLY 66.00' RIGHT-OF-WAY LINE OF IZAAK WALTON ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING ON THE LAST DESCRIBED COURSE OF S 88°21'52" W ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28, FOR A DISTANCE OF 742.92' TO A POINT ON THE EASTERLY 50.00' RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILWAY; THENCE N 15°36'02" W ON THE EASTERLY 50.00' RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILWAY, FOR A DISTANCE OF 270.42'; THENCE CONTINUING IN A NORTHWESTERLY DIRECTION ON THE EASTERLY 50.00' RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILWAY AND ON A CURVE, TURNING TO THE RIGHT WITH AN ARC LENGTH OF 14.14', A RADIUS OF 1860.39', A DELTA ANGLE OF 00°26'08"; A CHORD BEARING OF N 15°36'02" W, FOR A CHORD LENGTH OF 14.14'; THENCE N 88°21'52" E ON A LINE PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28, FOR A DISTANCE OF 638.95' TO A POINT ON THE WESTERLY 66.00' RIGHT-OF-WAY LINE OF IZAAK WALTON ROAD; THENCE S 03°48'57" W ON THE WESTERLY 66.00' RIGHT-OF-WAY LINE OF IZAAK WALTON ROAD, FOR A DISTANCE OF 277.15' TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 5.01 ACRES, MORE OR LESS.

SIGNED THIS _____ DAY OF _____, 2024

RICHARD KINGMAN LS 995

OWNERSHIP CERTIFICATE

I, GERALD L. SCHABEN AND FRANCES L. SCHABEN, HUSBAND AND WIFE, THE UNDERSIGNED OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, DOES HEREBY CERTIFY THAT I Laid Out, PLATTED AND SUBDIVIDED AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "BIG BLUE SUNSET ADDITION", A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA.

CLEAR TITLE TO THE LAND IN THIS PLAT GUARANTEED.

WITNESS MY HAND THIS _____ DAY OF _____, 2024

GERALD L. SCHABEN, HUSBAND

FRANCES L. SCHABEN, WIFE

ACKNOWLEDGEMENT OF NOTARY

STATE OF _____)
COUNTY OF _____)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED GERALD L. SCHABEN AND FRANCES L. SCHABEN, HUSBAND AND WIFE, AND THEY ACKNOWLEDGED THIS EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2024

NOTARY PUBLIC; (PLACE NOTARY SEAL ABOVE)

MY COMMISSION EXPIRES _____

VICINITY MAP



APPROVAL OF THE CITY OF SEWARD PLANNING COMMISSION

THIS MINOR PLAT OF "BIG BLUE SUNSET ADDITION" HAS BEEN SUBMITTED TO AND APPROVED BY THE SEWARD PLANNING COMMISSION.

SIGNED THIS _____ DAY OF _____, 2024

CHAIRPERSON

ATTEST: _____
SECRETARY OF THE SEWARD PLANNING COMMISSION

APPROVAL OF THE CITY OF SEWARD ZONING ADMINISTRATOR

THIS MINOR PLAT OF "BIG BLUE SUNSET ADDITION" HAS BEEN SUBMITTED TO AND APPROVED BY THE SEWARD ZONING ADMINISTRATOR.

SIGNED THIS _____ DAY OF _____, 2024

SEWARD ZONING ADMINISTRATOR

REGISTER OF DEEDS CERTIFICATE

STATE OF NEBRASKA)

COUNTY OF SEWARD)

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE

DATE _____ TIME _____

DRAWER NO. _____ FEE _____

INSTRUMENT NO. _____

REGISTER OF DEEDS

NOTES:

- EXISTING AND PROPOSED ZONING RR - RURAL RESIDENCE DISTRICT.
- SETBACKS SHALL BE PER THE RR - RURAL RESIDENCE DISTRICT:
FRONT YARD - 50'
REAR YARD - 50'
SIDE YARD - 25'
MAX. LOT COVERAGE - 10%
MAX. BUILDING HEIGHT - 35'



ALLIED SURVEYING AND MAPPING
8535 Executive Woods Drive - Suite 205 - Lincoln, Nebraska 68512
Phone (402) 434-2888
Project No. 2023-0224

ORDINANCE NO. 2024-8

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO RR RURAL RESIDENTIAL DISTRICT; SPECIFICALLY, A TRACT OF LAND SOUTH OF IZAAK WALTON ROAD AND WEST OF IZAAK WALTON ROAD; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. PROPERTY REZONED. The following described property located within Extra Territorial Jurisdiction of the City of Seward, Nebraska is hereby rezoned from "AG Agricultural District", to "RR Rural Residential District" to wit:

A PART OF NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6th P.M., SEWARD COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRRING TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE IN A WESTERLY DIRECTION ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28 AND ON AN ASSUMED OF S 88°21'52" W, FOR A DISTANCE OF 229.13' TO A POINT ON THE WESTERLY 66.00' RIGHT-OF-WAY LINE OF IZAAK WALTON ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING ON THE LAST DESCRIBED COURSE OF S 88°21'52" W ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28, FOR A DISTANCE OF 742.95' TO A POINT ON THE EASTERLY 50.00' RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILWAY; THENCE N 15°49'06" W ON THE EASTERLY 50.00' RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILWAY, FOR A DISTANCE OF 270.42'; THENCE CONTINUING IN A NORTHWESTERLY DIRECTION ON THE EASTERLY 50.00' RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILWAY AND ON A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 14.14', A RADIUS OF 1860.39', A DELTA ANGLE OF 00°26'08", A CHORD BEARING OF N 15°36'02" W, FOR A CHORD LENGTH OF 14.14'; THENCE N 88°21'52" E ON A LINE PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28, FOR A DISTANCE OF 838.95' TO A POINT ON THE WESTERLY 66.00' RIGHT-OF-WAY LINE OF IZAAK WALTON ROAD; THENCE S 03°48'57" W ON THE WESTERLY 66.00' RIGHT-OF-WAY LINE OF IZAAK WALTON ROAD, FOR A DISTANCE OF 277.15' TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 5.01 ACRES, MORE OR LESS; ALSO KNOWN AS BIG BLUE SUNSET ADDITION.

Section 2. USES PERMITTED. Uses permitted by the ordinance of the City of Seward, Nebraska for "RR Rural Residential District" are hereby and herein authorized for said area and land described in Section 1 of this ordinance.

Section 3. ZONING MAP AMENDED. The official map of the City of Seward, Nebraska is amended, and it is ordered that the above described land shall now be shown as "RR Rural Residential District."

Section 4. PAMPHLET FORM; PUBLICATION; WHEN OPERATIVE. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval, and publication or posting as provided by law and city ordinance.

Passed and approved this 16th day of April, 2024.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann
City Clerk

(SEAL)

City of Seward Planning Commission

142 N 7th St. Seward, NE 68434

Staff Report

Tim Dworak, Building/Zoning &
Code Enforcement Director

402-643-4000

APPLICATION TYPE

Rezone

FINAL ACTION?

DEVELOPER/OWNER

Pat & Gerald Schaben

PC HEARING DATE

April 8, 2024

RELATED APPLICATIONS

Minor Plat

PROPERTY ADDRESS, ZONING DISTRICT/USE

2751 Izaak Walton Rd – AG – Agricultural

ADJACENT ZONING DISTRICTS/USE:

North, AG – City of Seward, The Seward Blue River Historical District Inc.

East, AG – Gerald & Frances Schaben

South, AG – Board of Educational Lands & Funds of the State of Nebraska

West, AG – BNSF Railway Company

BRIEF SUMMARY OF REQUEST:

A Rezone application to change the current zoning from AG (Agriculture) to RR (Rural Residential District) for purposes creating a residential parcel.



APPLICATION CONTACT

Pat Schaben, 402-641-2833

636 West St, Phillips, NE 68865

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The plat complies with ULDO 410-38.3 requirements for a Minor plat and the Comprehensive Plan has no designation for this area.

ANALYSIS

Applicant is requesting a rezone from AG-Agricultural District to RR – Rural Residential District. A minor plat is subdividing a parcel of land to separate an existing residence from agricultural land. The parcel meets zoning requirements of rural residential.

The property is located outside the city limits of the City of Seward but is within the Extra Territorial Jurisdiction of the City of Seward. The property is not serviced by city utilities and does not require extension of utilities or streets.

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

APPROXIMATE LAND AREA:

218,235.6 sq. ft. or 5.01 acres +/-

LEGAL DESCRIPTION:

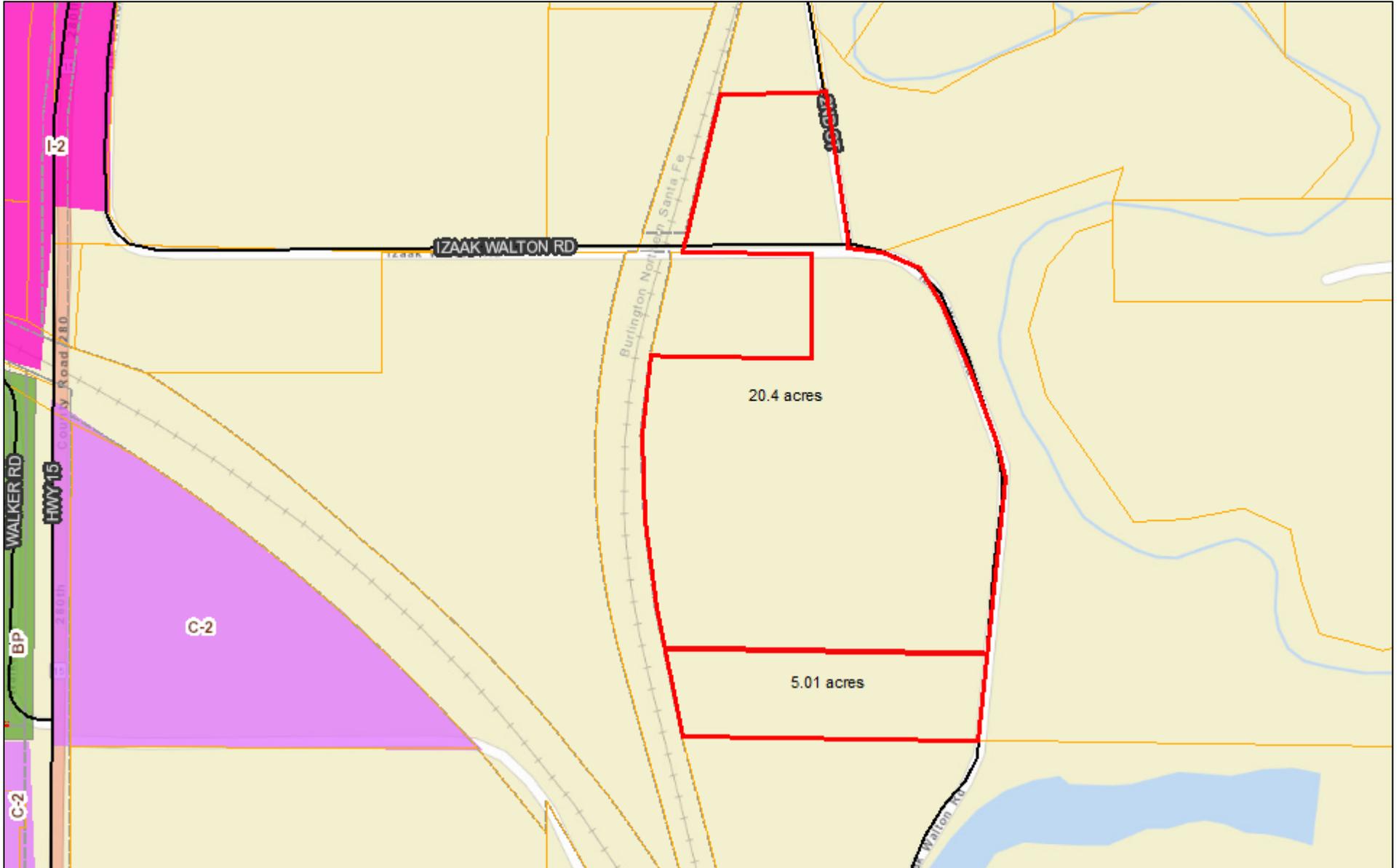
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Prepared by

Tim Dworak

City of Seward Building - Zoning – Code Enforcement Director



April 4, 2024
10:05 AM

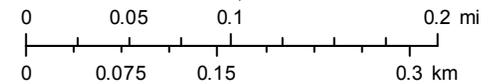
DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:5,877

Sidewalks

- ADA Sidewalk
- Deficient Sidewalk

- Missing Sidewalk
- Streets
- Subdivisions
- Parcels



ADMINISTRATIVE ITEMS

1. Consideration to Approve a Construction Contract with BIC Construction in the Amount of \$2,498,000 for the Civic Center Phase I Improvements Project - City Administrator Butcher



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-Seventh day of March in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Seward
537 Main Street
Seward, Nebraska 68434

and the Contractor:
(Name, legal status, address and other information)

BIC Construction
245 S 84th Street
Lincoln, Nebraska 68510

for the following Project:
(Name, location and detailed description)

City of Seward Civic Center

The Architect:
(Name, legal status, address and other information)

Clark & Enersen
1010 Lincoln Mall, Suite 200
Lincoln, Nebraska 68508

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: December 15, 2024

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million, Four Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$ 2,498,000), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Accordion Partition Replacement	+\$28,000

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
------	-------

§ 4.4 Unit prices, if any: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.5 Liquidated damages, if any: *(Insert terms and conditions for liquidated damages, if any.)*

§ 4.6 Other: *(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10% up to 50% Project completion, then 5% up to 100% Project completion.

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

- .4 Drawings

Number	Title	Date
G0.00	Title Sheet & Drawing Index	February 9, 2024
G0.01	General Notes, Symbols & Abbreviations	February 9, 2024
G0.10	Code Compliance Plan	February 9, 2024
G0.20	ADA Details	February 9, 2024
G0.21	ADA Details	February 9, 2024
C1.01	Utility Plan	February 9, 2024
A0.00	Wall Type Schedule & Details	February 9, 2024
A0.10	Demolition Floor Plans	February 9, 2024
A0.11	Demolition Reflected Ceiling Plans	February 9, 2024
A1.10	Lower Level Floor Plan	February 9, 2024
A1.11	First Floor Plan	February 9, 2024
A1.20	Reflected Ceiling Plans	February 9, 2024
A5.10	Vertical Circulation Enlarged Plans & Sections	February 9, 2024
A6.10	Enlarged Restroom Plans, Elevations, Schedule & Details	February 9, 2024
A6.20	Interior Elevations	February 9, 2024
A6.40	Door Schedule, Door Types, Frame Types	February 9, 2024
F1.10	Lower Level Finish Plan	February 9, 2024
F1.11	First Floor Finishes Plan	February 9, 2024
F1.30	Room Finishes Schedule & Details	February 9, 2024
S1.01	Structural Plans & Details	February 9, 2024
FS1.01	Basement Floor Fire Sprinkler Plan	February 9, 2024
FS1.02	First Floor Fire Sprinkler Plan	February 9, 2024
FS1.03	Attic Floor Fire Sprinkler Plan	February 9, 2024
FS2.01	Fire Sprinkler Schematic	February 9, 2024

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M0.00	Mechanical Abbreviations, Symbols & Notes	February 9, 2024
M0.01	Basement Floor Demolition HVAC Plan	February 9, 2024
M0.02	First Floor Demolition HVAC Plan	February 9, 2024
M0.03	Attic Floor Demolition HVAC Plan	February 9, 2024
M1.01	Basement Floor HVAC Plan	February 9, 2024
M1.02	First Floor HVAC Plan	February 9, 2024
M1.03	Attic Floor HVAC Plan	February 9, 2024
M2.01	Basement Floor Refrigerant System Plan	February 9, 2024
M2.02	First Floor Refrigerant System Plan	February 9, 2024
M3.01	Mechanical Controls	February 9, 2024
M4.01	Mechanical Details	February 9, 2024
M4.02	Mechanical Details	February 9, 2024
M5.01	Mechanical Schedules	February 9, 2024
M5.02	Mechanical Schedules	February 9, 2024
P0.00	Plumbing Abbreviations, Symbols & Notes	February 9, 2024
P0.01	Basement Floor Plumbing Demolition Plan	February 9, 2024
P0.02	First Floor Plumbing Demolition Plan	February 9, 2024
P1.00	Below Floor Plumbing Plan	February 9, 2024
P1.01	Basement Floor Plumbing Plan	February 9, 2024
P1.02	First Floor Plumbing Plan	February 9, 2024
P1.03	Attic Floor Plumbing plan	February 9, 2024
P2.01	Plumbing Riser Diagrams	February 9, 2024
P3.01	Plumbing Details and Schedules	February 9, 2024
E0.00	Electrical Abbreviations, Symbols Legend & General Notes	February 9, 2024
E0.02	Lower Level Electrical Demolition Plan	February 9, 2024
E0.03	First Floor Electrical Demolition Plan	February 9, 2024
E1.11	Lower Level Lighting Plan	February 9, 2024
E1.12	First Floor Lighting Plan	February 9, 2024
E2.11	Lower Level Power & Auxiliary Systems Plan	February 9, 2024
E2.12	First Floor Power & Auxiliary Systems Plan	February 9, 2024
E2.13	Attic Power & Auxiliary Systems Plan	February 9, 2024
E3.01	Electrical One Line Diagram	February 9, 2024
E4.01	Electrical Schedules	February 9, 2024

.5 Specifications

Section	Title	Date	Pages
00 11 13	Advertisement for Bids	02/24	4
00 21 13	Instructions to Bidders	02/24	1
00 42 00	Bid Form	02/24	2
00 72 00	General Conditions	02/24	1
01 10 00	Summary	02/24	5
01 25 00	Substitution Procedures	02/24	4
01 26 00	Contract Modification Procedures	02/24	3
01 29 00	Payment Procedures	02/24	5
01 31 00	Project Management and Coordination	02/24	10
01 33 00	Submittal Procedures	02/24	9
01 40 00	Quality Requirements	02/24	10
01 50 00	Temporary Facilities and Controls	02/24	10
01 73 00	Execution	02/24	9
01 77 00	Closeout Procedures	02/24	6
01 78 23	Operation and Maintenance Data	02/24	8
01 78 39	Project Record Documents	02/24	4
01 79 00	Demonstration and Training	02/24	6
02 41 19	Selective Demolition	02/24	6
05 50 00	Metal Fabrications	02/24	10
05 51 33	Metal Ladders	02/24	5

05 52 00	Aluminum Railing	02/24	8
06 10 00	Rough Carpentry	02/24	14
06 41 16	Plastic-Laminate-Faced Architectural Cabinets	02/24	8
07 92 00	Joint Sealants	02/24	9
08 11 13	Hollow Metal Doors and Frames	02/24	11
08 14 16	Flush Wood Doors	02/24	6
08 41 13	Aluminum-Framed Entrances and Storefronts	02/24	10
08 71 00	Door Hardware	02/24	15
08 80 00	Glazing	02/24	6
08 83 00	Mirrors	02/24	6
08 87 10	Window Film	02/24	4
09 29 00	Gypsum Board	02/24	9
09 30 00	Tile	02/24	15
09 51 13	Acoustical Panel Ceilings	02/24	6
09 54 26	Suspended Wood Ceilings	02/24	7
09 65 00	Resilient Flooring	02/24	12
09 68 13	Tile Carpeting	02/24	9
09 77 20	Decorative Fiberglass Reinforced Wall Panels	02/24	6
09 91 23	Interior Painting	02/24	12
09 96 00	High-Performance Coatings	02/24	9
10 14 23	Signage	02/24	6
10 21 17	Phenolic-Core Toilet Compartments	02/24	7
10 26 00	Wall and Door Protection	02/24	6
10 28 00	Toilet Accessories	02/24	4
10 31 00	Manufactured Electric Fireplaces	02/24	4
12 22 00	Ripple Fold Drapery	02/24	7
12 24 13	Roller Window Shades	02/24	6
12 36 61	Simulated Stone Countertops	02/24	4
21 05 00	Basic Fire Protection Requirements	02/24	17
21 05 19	Fire Protection Gauges	02/24	3
21 05 29	Hangers and Supports for Fire Protection System	02/24	5
21 05 53	Identification for Fire Protection System	02/24	3
21 13 13	Fire Protection System	02/24	8
22 05 00	Basic Plumbing Requirements	02/24	17
22 05 13	Electrical Requirements for Plumbing Equipment	02/24	7
22 05 19	Plumbing Meters and Gauges	02/24	5
22 05 29	Hangers and Supports for Plumbing System	02/24	14
22 05 53	Identification for Plumbing Piping	02/24	3
22 07 19	Plumbing Piping Insulation	02/24	5
22 10 00	Plumbing Piping	02/24	7
22 11 13	Facility Water Distribution Piping	02/24	9
22 11 19	Plumbing Specialties	02/24	5
22 30 00	Plumbing Equipment	02/24	4
22 40 00	Plumbing Fixtures	02/24	5
23 00 00	Mechanical Demolition	02/24	2
23 05 00	Basic HVAC Requirements	02/24	20
23 05 13	Electrical Requirements for Mechanical Equipment	02/24	8
23 05 29	HVAC Hangers and Supports	02/24	15
23 05 53	HVAC Identification	02/24	4
23 05 93	Testing, Adjusting and Balancing	02/24	8
23 07 13	Ductwork Insulation	02/24	7
23 07 19	HVAC Piping Insulation	02/24	5
23 09 00	Digital Control Equipment	02/24	9
23 09 01	Instruments and Control Elements	02/24	9
23 09 93	Sequence of Operation	02/24	1
23 23 00	Refrigerant Specialties	02/24	4
23 31 13	Ductwork	02/24	17

23 31 16	Ductwork Accessories	02/24	6
23 34 23	Power Ventilators	02/24	4
23 37 00	Air Outlets and Inlets	02/24	3
23 72 00	Air-to-Air Energy Recovery Equipment	02/24	4
23 81 27	Mult Indoor Unit Variable Refrigerant Flow System	02/24	32
23 82 39	Terminal Heat Transfer Units	02/24	4
26 05 00	Electrical General Provisions	02/24	9
26 05 01	Basic Materials and Methods	02/24	9
26 05 19	Conductors	02/24	5
26 05 26	Grounding System	02/24	4
26 05 33	Raceways	02/24	6
26 24 16	Panelboards	02/24	7
26 27 26	Wiring Devices	02/24	3
26 29 13	Motor Controllers	02/24	3
26 51 00	Lighting	02/24	5
26 51 02	Low Voltage Lighting Controls	02/24	10
28 31 11	Fire Alarm System	02/24	18

.6 Addenda, if any:

Number	Date	Pages
Addendum No. 1	February 21, 2024	91
Addendum No. 2	February 26, 2024	26

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

| Joshua Eickmeier Mayor

(Printed name and title)

CONTRACTOR *(Signature)*

Craig Gies

(Printed name and title)



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Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:29:08 ET on 03/29/2024.

PAGE 1

AGREEMENT made as of the Twenty-Seventh day of March in the year Two Thousand Twenty-Four

...

City of Seward
537 Main Street
Seward, Nebraska 68434

...

BIC Construction
245 S 84th Street
Lincoln, Nebraska 68510

...

City of Seward Civic Center

...

Clark & Enersen
1010 Lincoln Mall, Suite 200
Lincoln, Nebraska 68508

PAGE 2

A date set forth in a notice to proceed issued by the Owner.

PAGE 3

By the following date: December 15, 2024

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million, Four Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$ 2,498,000), subject to additions and deductions as provided in the Contract Documents.

...

Accordion Partition Replacement +\$28,000

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

...

10% up to 50% Project completion, then 5% up to 100% Project completion.

PAGE 6

[X] Litigation in a court of competent jurisdiction

PAGE 7

~~.4 — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)~~

~~.5 —
.4 Drawings~~

...

<u>G0.00</u>	<u>Title Sheet & Drawing Index</u>	<u>February 9, 2024</u>
<u>G0.01</u>	<u>General Notes, Symbols & Abbreviations</u>	<u>February 9, 2024</u>
<u>G0.10</u>	<u>Code Compliance Plan</u>	<u>February 9, 2024</u>
<u>G0.20</u>	<u>ADA Details</u>	<u>February 9, 2024</u>
<u>G0.21</u>	<u>ADA Details</u>	<u>February 9, 2024</u>
<u>C1.01</u>	<u>Utility Plan</u>	<u>February 9, 2024</u>
<u>A0.00</u>	<u>Wall Type Schedule & Details</u>	<u>February 9, 2024</u>
<u>A0.10</u>	<u>Demolition Floor Plans</u>	<u>February 9, 2024</u>
<u>A0.11</u>	<u>Demolition Reflected Ceiling Plans</u>	<u>February 9, 2024</u>
<u>A1.10</u>	<u>Lower Level Floor Plan</u>	<u>February 9, 2024</u>
<u>A1.11</u>	<u>First Floor Plan</u>	<u>February 9, 2024</u>
<u>A1.20</u>	<u>Reflected Ceiling Plans</u>	<u>February 9, 2024</u>
<u>A5.10</u>	<u>Vertical Circulation Enlarged Plans & Sections</u>	<u>February 9, 2024</u>
<u>A6.10</u>	<u>Enlarged Restroom Plans, Elevations, Schedule & Details</u>	<u>February 9, 2024</u>
<u>A6.20</u>	<u>Interior Elevations</u>	<u>February 9, 2024</u>
<u>A6.40</u>	<u>Door Schedule, Door Types, Frame Types</u>	<u>February 9, 2024</u>
<u>F1.10</u>	<u>Low Level Finish Plan</u>	<u>February 9, 2024</u>
<u>F1.11</u>	<u>First Floor Finishes Plan</u>	<u>February 9, 2024</u>
<u>F1.30</u>	<u>Room Finishes Schedule & Details</u>	<u>February 9, 2024</u>
<u>S1.01</u>	<u>Structural Plans & Details</u>	<u>February 9, 2024</u>
<u>FS1.01</u>	<u>Basement Floor Fire Sprinkler Plan</u>	<u>February 9, 2024</u>
<u>FS1.02</u>	<u>First Floor Fire Sprinkler Plan</u>	<u>February 9, 2024</u>
<u>FS1.03</u>	<u>Attic Floor Fire Sprinkler Plan</u>	<u>February 9, 2024</u>
<u>FS2.01</u>	<u>Fire Sprinkler Schematic</u>	<u>February 9, 2024</u>
<u>M0.00</u>	<u>Mechanical Abbreviations, Symbols & Notes</u>	<u>February 9, 2024</u>
<u>M0.01</u>	<u>Basement Floor Demolition HVAC Plan</u>	<u>February 9, 2024</u>
<u>M0.02</u>	<u>First Floor Demolition HVAC Plan</u>	<u>February 9, 2024</u>
<u>M0.03</u>	<u>Attic Floor Demolition HVAC Plan</u>	<u>February 9, 2024</u>
<u>M1.01</u>	<u>Basement Floor HVAC Plan</u>	<u>February 9, 2024</u>
<u>M1.02</u>	<u>First Floor HVAC Plan</u>	<u>February 9, 2024</u>
<u>M1.03</u>	<u>Attic Floor HVAC Plan</u>	<u>February 9, 2024</u>
<u>M2.01</u>	<u>Basement Floor Refrigerant System Plan</u>	<u>February 9, 2024</u>

<u>M2.02</u>	<u>First Floor Refrigerant System Plan</u>	<u>February 9, 2024</u>
<u>M3.01</u>	<u>Mechanical Controls</u>	<u>February 9, 2024</u>
<u>M4.01</u>	<u>Mechanical Details</u>	<u>February 9, 2024</u>
<u>M4.02</u>	<u>Mechanical Details</u>	<u>February 9, 2024</u>
<u>M5.01</u>	<u>Mechanical Schedules</u>	<u>February 9, 2024</u>
<u>M5.02</u>	<u>Mechanical Schedules</u>	<u>February 9, 2024</u>
<u>P0.00</u>	<u>Plumbing Abbreviations, Symbols & Notes</u>	<u>February 9, 2024</u>
<u>P0.01</u>	<u>Basement Floor Plumbing Demolition Plan</u>	<u>February 9, 2024</u>
<u>P0.02</u>	<u>First Floor Plumbing Demolition Plan</u>	<u>February 9, 2024</u>
<u>P1.00</u>	<u>Below Floor Plumbing Plan</u>	<u>February 9, 2024</u>
<u>P1.01</u>	<u>Basement Floor Plumbing Plan</u>	<u>February 9, 2024</u>
<u>P1.02</u>	<u>First Floor Plumbing Plan</u>	<u>February 9, 2024</u>
<u>P1.03</u>	<u>Attic Floor Plumbing plan</u>	<u>February 9, 2024</u>
<u>P2.01</u>	<u>Plumbing Riser Diagrams</u>	<u>February 9, 2024</u>
<u>P3.01</u>	<u>Plumbing Details and Schedules</u>	<u>February 9, 2024</u>
<u>E0.00</u>	<u>Electrical Abbreviations, Symbols Legend & General Notes</u>	<u>February 9, 2024</u>
<u>E0.02</u>	<u>Lower Level Electrical Demolition Plan</u>	<u>February 9, 2024</u>
<u>E0.03</u>	<u>First Floor Electrical Demolition Plan</u>	<u>February 9, 2024</u>
<u>E1.11</u>	<u>Lower Level Lighting Plan</u>	<u>February 9, 2024</u>
<u>E1.12</u>	<u>First Floor Lighting Plan</u>	<u>February 9, 2024</u>
<u>E2.11</u>	<u>Lower Level Power & Auxiliary Systems Plan</u>	<u>February 9, 2024</u>
<u>E2.12</u>	<u>First Floor Power & Auxiliary Systems Plan</u>	<u>February 9, 2024</u>
<u>E2.13</u>	<u>Attic Power & Auxiliary Systems Plan</u>	<u>February 9, 2024</u>
<u>E3.01</u>	<u>Electrical One Line Diagram</u>	<u>February 9, 2024</u>
<u>E4.01</u>	<u>Electrical Schedules</u>	<u>February 9, 2024</u>

.6 — .5 Specifications

PAGE 8

<u>00 11 13</u>	<u>Advertisement for Bids</u>	<u>02/24</u>	<u>4</u>
<u>00 21 13</u>	<u>Instructions to Bidders</u>	<u>02/24</u>	<u>1</u>
<u>00 42 00</u>	<u>Bid Form</u>	<u>02/24</u>	<u>2</u>
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~~.8~~ .7 Other Exhibits:

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Joshua Eickmeier Mayor

Craig Gies

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Myriah Stansberry, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:29:08 ET on 03/29/2024 under Order No. 2114497119 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

Special Projects Coordinator

(Title)

March 29, 2024

(Dated)



AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Twenty-Ninth day of March in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

for the following **PROJECT:**
(Name and location or address)

Seward Civic Center
Seward, Nebraska

THE OWNER:
(Name, legal status and address)

City of Seward
537 Main Street
Seward, Nebraska 68434

THE CONTRACTOR:
(Name, legal status and address)

BIC Construction
245 S 84th Street
Lincoln, Nebraska 68510

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER’S INSURANCE**
- A.3 CONTRACTOR’S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER’S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor’s request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
----------------	-----------

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Contractor’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.
| tbd
- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
| 250,000
- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
| 100,000
- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
| 100,000
- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
| 250,000
- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured’s business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
| 100,000
- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.
| tbd

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

Init.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

§ A.2.5.2 **Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 **Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 **Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability, umbrella/excess and automobile liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations for two years after substantial completion. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

A.3.1.3.1 **Waiver of subrogation:** Contractor shall waive its rights of subrogation and shall obtain from each of its insurers a waiver of subrogation on commercial general liability, workers compensation, auto liability and umbrella/excess liability in favor of Owner and Architect with respect to losses arising out of or in connection with the Work.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

Products and completed operations coverage shall be maintained for a minimum period of two years from the date of substantial completion.

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million (\$ 2,000,000) each occurrence, Four Million (\$ 4,000,000) general aggregate, and Four Million (\$ 4,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.
- .6 per project aggregate endorsement
- .7 damage to electronic data with a limit no less than \$100,000_____
- .8 if work to be performed by contractor includes construction or demolition operations within 50 feet of any railroad property or right of way, such policy will include coverage for work done within 50 feet of a railroad right of way

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.
- .12 Policy shall not contain a total or absolute pollution exclusion, if not otherwise insured under a separate pollution liability policy.. Coverage shall be provided for pollution exposures arising from products and completed operations as per standard CG 0001 pollution exclusion or equivalent.

§ A.3.2.3 Automobile Liability covering vehicles owned, hired and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than Five Hundred Thousand (\$ 500,000) each accident, Five Hundred Thousand (\$ 500,000) each employee, and Five Hundred Thousand (\$ 500,000) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Contractor shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below: *(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

- [] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- [] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- [] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	100% of Contract Sum
Performance Bond	N/A

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:29:02 ET on 03/29/2024.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Twenty-Ninth day of March in the year Two Thousand Twenty-Four

...

Seward Civic Center
Seward, Nebraska

...

City of Seward
537 Main Street
Seward, Nebraska 68434

...

BIC Construction
245 S 84th Street
Lincoln, Nebraska 68510

PAGE 2

§ **A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the ~~Owner~~Contractor shall be responsible for all loss not covered because of such deductibles or retentions.

PAGE 3

tbd

...

250,000

...

100,000

...

100,000

...

250,000

...

100,000

...

tbd

PAGE 4

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability, umbrella/excess and automobile liability coverage to include (1) the Owner, the Architect, and the Architect’s consultants as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions for which loss occurs during completed ~~operations~~. operations for two years after substantial completion. The additional insured coverage shall be primary and non-contributory to any of the Owner’s general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect’s consultants, CG 20 32 07 04.

A.3.1.3.1 Waiver of subrogation: Contractor shall waive its rights of subrogation and shall obtain from each of its insurers a waiver of subrogation on commercial general liability, workers compensation, auto liability and umbrella/excess liability in favor of Owner and Architect with respect to losses arising out of or in connection with the Work.

...

Products and completed operations coverage shall be maintained for a minimum period of two years from the date of substantial completion.

PAGE 5

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million (\$ 2,000,000) each occurrence, Four Million (\$ 4,000,000) general aggregate, and Four Million (\$ 4,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

...

.5 the Contractor’s indemnity obligations under Section 3.18 of the General Conditions.

.6 per project aggregate endorsement

.7 damage to electronic data with a limit no less than \$100,000

.8 if work to be performed by contractor includes construction or demolition operations within 50 feet of any railroad property or right of way, such policy will include coverage for work done within 50 feet of a railroad right of way

...

.12 Policy shall not contain a total or absolute pollution exclusion, if not otherwise insured under a separate pollution liability policy.. Coverage shall be provided for pollution exposures arising from products and completed operations as per standard CG 0001 pollution exclusion or equivalent.

§ A.3.2.3 Automobile Liability covering vehicles owned, hired and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

PAGE 6

§ A.3.2.6 Employers' Liability with policy limits not less than Five Hundred Thousand (\$ 500,000) each accident, Five Hundred Thousand (\$ 500,000) each employee, and Five Hundred Thousand (\$ 500,000) policy limit.

...

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

...

- [] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the ~~Owner-Contractor~~ shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

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- [] § A.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

...

Payment Bond

100% of Contract Sum

Performance Bond

N/A

2. Consideration of an Amendment (#3) to a Professional Services Agreement with The Schemmer Associates for the Worthman Boulevard Extension Project in the Amount of \$79,665.15 - City Engineer Oneby

This is **EXHIBIT A Part 4**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 5th, 2024.

**AMENDMENT NO. 3
AMENDMENT TO OWNER-ENGINEER AGREEMENT**

1. Background Data

- a. Effective Date of Owner-Engineer Agreement: 01/17/2024
- b. Owner: City of Seward Nebraska
- c. Engineer: The Schemmer Associates, Inc.
- d. Project: WORTHMAN BOULEVARD EXTENSION

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

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

3. Description of Modifications

Attachment 1, "Modifications"

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

OWNER:

City of Seward

By: _____

Title: _____

Date Signed: _____

Signed: _____

ENGINEER:

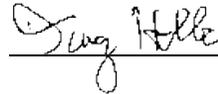
The Schemmer Associates, Inc.

By: Doug Holle

Title: Executive Vice President

Date Signed: 4/5/2024

Signed: _____



Modifications

1. Engineer shall perform the following Additional Services:

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

A. GENERAL

This amendment includes work associated with preliminary and final design services for extending the Worthman Boulevard project an additional 1,000 feet ending at the west boundary of the Seward Rail Campus PUD, 1st Addition, Seward Nebraska. The total length of the roadway design increased to approximately 2,000 feet (including a short segment of Pine Street).

B. TOPOGRAPHIC SURVEY

This amendment includes additional surveying services, all as set forth below:

- Locate all physical features and necessary spot elevations and break lines to generate 1' contours along Walker Road along the north boundary of Seward Rail Campus PUD, 1st Addition, Seward Nebraska. Effort includes locating property pins along the north boundary Lot 6.
- Additional topographic survey south of the end of Pine Street to locate the existing storm sewer outfall.

C. DESIGN SERVICES

At the request of the City of Seward, a single preliminary plan submittal will be prepared that includes the additional 1,000 feet Worthman Boulevard and a short segment of Pine Street.

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

- Preliminary Design – This task will include additional utility coordination, drainage plan and profile, roadway plan and profile updates, opinion of probable construction costs. Pine Street south of the intersection at Worthman/Pine would be extended to provide access to Lot 3. This includes effort for additional roadway and drainage plan and profile sheets.
 - Water Main Plan and Profiles – Includes additional development of watermain plan and profile sheets for extension of the existing watermain along Worthman Boulevard. Watermain design shall be in accordance with the City of Lincoln Standard Specifications for Municipal Construction. The pipe sizes will be provided by the City. Hydrant locations will be identified by the City. No water modeling will be conducted. It is assumed the additional length of water main extension will not exceed 1,000 feet.
 - Sanitary Sewer Plan and Profiles – Includes additional development of sanitary sewer plan and profile sheets for extension of the existing sanitary sewer along Worthman Boulevard. It is assumed the additional length of sanitary sewer extension will not exceed 1,000 feet.
- Final Design – This task will include additional geometric sheets (including cul-de-sac design) construction and removal plans, drainage plan and profile sheets, detention basin detail sheets, construction phasing, limits of construction modeling, erosion control, street lighting, and opinion of probable construction costs.

The City of Seward indicated there may be a need to defer a portion of construction and bid a shorter portion of the project, therefore, it is anticipated that two separate plan sets and bid documents shall be prepared resulting in additional plan development efforts. The original scope assumed one plan set and bid package.

- One additional plan set
- One additional set of special provisions
- One additional set of bidding documents and letting assistance
- One additional round of cost estimates

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

- Structural design, plans and details are required for the outlet structure of the Rail Campus regional detention basin.
- The development of right-of-way plans and lot legal descriptions along Worthman Boulevard is required to obtain temporary easements from the adjacent properties.

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

- N/A

3. The responsibilities of Owner are modified as follows:

- N/A

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

- The total estimated compensation under Item A-3 of Paragraph of C2.01 (Exhibit C) of the original agreement is amended to:

\$128,685.42 (original contract fee)
\$24,150.00 (approved Amendment #1 fee)
\$36,721.79 (approved Amendment #2 fee)
\$79,665.15 (Amendment #3 fee)
= \$269,222.36 (total estimated compensation)

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

City funding will determine when the project(s) is bid and how project will be divided (if needed).

6. Other portions of the Agreement (including previous amendments, if any) are modified as follows: N/A

**Attachment 2: Hour Estimate Form
Amendment #3**

**WORTHMAN BOULEVARD EXTENSION
City of Seward**

ITEM NO.	TASK DESCRIPTION	PRIN	PROJ MGR	SEN PROJ ENGR	REG DESIGN ENGR	ENGR/ SEN TECH	ENGR TECH	SEN REG SURVEYOR	PARTY CHIEF SURVEYOR	ASSOC SURVEYOR	GRAPHIC DESIGNER	ADMIN ASST	TOTAL PER TASK
I. Project Administration													
I.a	Project Management	2	8										10
I.b	Progress Meetings with City Staff		2										2
I.c	Team Coordination Meetings		2		2	2	2						8
I.d	Property Owner Meetings												0
II. Topographic Field Survey													
II.a	Topographic Field Survey							2	8	8			18
II.b	Boundary Survey												0
II.c	Storm Sewer Inverts												0
II.d	CAD Services									4			4
III. Preliminary Design													
III.a	Site Inspection												0
III.b	Data Collection												0
III.c	Construction Phasing				2	4	2						8
III.d	Utility Coordination				4		4						8
III.e	Detention Cell Grading Plan and Details												0
III.f	Drainage Plan and Profiles				16	40	16						72
III.g	Quantities/Opinion of Probable Construction Cost		1		8	4	8						21
III.h	Plan-in-Hand												0
III.i	Quality Assurance/Quality Control		4		4	2							10
III.j	Roadway Plan and Profiles		2		8	20	16						46
III.k	Typical Sections												0
III.l	Water Main Plan and Profiles				8	16	24						48
III.m	Sanitary Sewer Plan and Profiles				8	8	16						32
IV. Final Design													
IV.a	Geometrics				4	8	8						20
IV.b	Joints and Grades		1		4	8	8						21
IV.c	Construction and Removal Plan		1		4	4	8						17
IV.d	Drainage Plan and Profile Sheets		1		2	4	4						11
IV.e	Roadway Plan and Profile Sheets		1		2	4	4						11
IV.f	Water Main Plan and Profiles		1		2	8	2						13
IV.g	Sanitary Sewer Plan and Profiles		1		2	4	2						9
IV.h	Roadway Cross-section Sheets				4	8	8						20
IV.i	Erosion Control Plans				2	8	8						18
IV.j	Construction Phasing Plan					8	4						12
IV.k	Pavement Marking and Permanent Signing Sheets					4	4						8
IV.l	Street Lighting Plan				4		4						8
IV.m	Detention Cell Grading Plan and Details				4	4	4						12
IV.n	Structural Plans and Details			4		8	8						20
IV.o	Quantities/Opinion of Probable Cost		1		4	2							7
IV.p	Utility Coordination												0
IV.q	Quality Assurance/Quality Control		4		8								12
IV.r	Special Provisions		8	4	4								16
IV.s	Permitting		4	4									8
IV.t	Bid-Phase Services		16		16								32
IV.u	Right-of-Way Sheets		2		4		16						22
TOTALS		2	60	12	130	178	180	2	8	12	0	0	584

WORTHMAN BOULEVARD EXTENSION
City of Seward

Attachment 2: FEE SUMMARY SCHEDULE
Amendment #3

Direct Salary Costs

PROJECT TASK & PERSONNEL CLASSIFICATION	ESTIMATED HOURS	2024 RATE	ESTIMATED LABOR CHARGE	TASK COST
I. Project Administration				
PRINCIPAL	2	\$260.00	\$520.00	\$3,550.00
PROJECT MANAGER	12	\$185.00	\$2,220.00	
SENIOR PROJECT ENGINEER	0	\$185.00	\$0.00	
REGISTERED DESIGN ENGINEER	2	\$185.00	\$370.00	
ENGINEER/ SENIOR TECHNICIAN	2	\$120.00	\$240.00	
ENGINEERING TECHNICIAN	2	\$100.00	\$200.00	
REGISTERED SURVEYOR	0	\$150.00	\$0.00	
PARTY CHIEF SURVEYOR	0	\$110.00	\$0.00	
ASSOCIATE SURVEYOR	0	\$95.00	\$0.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$0.00	\$0.00	
II. Topographic Field Survey				
PRINCIPAL	0	\$260.00	\$0.00	\$2,320.00
PROJECT MANAGER	0	\$185.00	\$0.00	
SENIOR PROJECT ENGINEER	0	\$185.00	\$0.00	
REGISTERED DESIGN ENGINEER	0	\$185.00	\$0.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$120.00	\$0.00	
ENGINEERING TECHNICIAN	0	\$100.00	\$0.00	
REGISTERED SURVEYOR	2	\$150.00	\$300.00	
PARTY CHIEF SURVEYOR	8	\$110.00	\$880.00	
ASSOCIATE SURVEYOR	12	\$95.00	\$1,140.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$0.00	\$0.00	
III. Preliminary Design				
PRINCIPAL	0	\$260.00	\$0.00	\$31,905.00
PROJECT MANAGER	7	\$185.00	\$1,295.00	
SENIOR PROJECT ENGINEER	0	\$185.00	\$0.00	
REGISTERED DESIGN ENGINEER	58	\$185.00	\$10,730.00	
ENGINEER/ SENIOR TECHNICIAN	94	\$120.00	\$11,280.00	
ENGINEERING TECHNICIAN	86	\$100.00	\$8,600.00	
REGISTERED SURVEYOR	0	\$150.00	\$0.00	
PARTY CHIEF SURVEYOR	0	\$110.00	\$0.00	
ASSOCIATE SURVEYOR	0	\$95.00	\$0.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$0.00	\$0.00	
IV. Final Design				
PRINCIPAL	0	\$260.00	\$0.00	\$41,795.00
PROJECT MANAGER	41	\$185.00	\$7,585.00	
SENIOR PROJECT ENGINEER	12	\$185.00	\$2,220.00	
REGISTERED DESIGN ENGINEER	70	\$185.00	\$12,950.00	
ENGINEER/ SENIOR TECHNICIAN	82	\$120.00	\$9,840.00	
ENGINEERING TECHNICIAN	92	\$100.00	\$9,200.00	
REGISTERED SURVEYOR	0	\$150.00	\$0.00	
PARTY CHIEF SURVEYOR	0	\$110.00	\$0.00	
ASSOCIATE SURVEYOR	0	\$95.00	\$0.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$0.00	\$0.00	
Subtotal Labor Costs	584		\$79,570.00	
DIRECT NON-SALARY COSTS:				
Printing	No.	Rate (\$)		
Mileage	\$	300.00 \$	\$ -	
Survey Mileage	\$	0.670 \$	\$ -	
Geotech (Field Drilling Subcontractor)	142 \$	0.670 \$	\$ 95.14	
Geotech (Lab Reimbursable)	\$	925.00 \$	\$ -	
Title Searches	\$	210.00 \$	\$ -	
Lodging	\$	450.00 \$	\$ -	
Per Diem	\$	70.00 \$	\$ -	
Public Meeting	\$	39.00 \$	\$ -	
Storm Sewer Video Inspection	\$	500.00 \$	\$ -	
Wetland Delineation	\$	- \$	\$ -	
Sub-Total Direct Non-Salary Costs			\$ 95.14	
TOTAL ESTIMATED FEE			\$79,665.14	

Roth, Alexander

From: Michael Oneby <Michael.Oneby@cityofsewardne.gov>
Sent: Wednesday, February 28, 2024 12:59 PM
To: Roth, Alexander
Cc: Holle, Doug
Subject: [EXTERNAL] RE: Seward Worthman Blvd added topo

Approved.



Michael Oneby, P.E.
City Engineer
City of Seward, Nebraska

p: 402-643-2928/ Ext 203
a: 142 N. 7th Street, Seward NE 68434
w: www.cityofsewardne.gov



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From: Roth, Alexander <aroth@schemmer.com>
Sent: Wednesday, February 28, 2024 9:42 AM
To: Michael Oneby <Michael.Oneby@cityofsewardne.gov>
Cc: Holle, Doug <dholle@schemmer.com>
Subject: Seward Worthman Blvd added topo

Mike,

See attached images. If this looks OK to you, I will send to our surveyors. Instructions are to pick up additional topo of Walker Rd., Lot 6 property corners, and topo approx. 100' south of Pine Street.

Thanks,
Alex



Alex Roth, P.E.
Transportation Team Leader
Shareholder

402.493.4800 Phone | 402.431.6364 Direct

SCHEMMER.COM

Disclaimer

3. Consideration of a Supplemental Letter Agreement with Short Elliott Hendrickson (SEH), Inc. for the E Seward Street Improvements Project in the Amount of \$33,700
- City Engineer Oneby

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Seward ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective April 26, 2021, this Supplemental Letter Agreement dated April 8, 2023 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: East Seward Street.

Client's Authorized Representative: Mike Oneby
Address: 537 Main St, PO Box 38, Seward, Nebraska, 68434
Telephone: 4026432928 **email:** michael.oneby@cityofsewardne.gov

Project Manager: Jake Vasa
Address: 15750 West Dodge Road, Suite 304, Omaha, Nebraska, 68118
Telephone: 4024804096 **email:** jvasa@sehinc.com

The scope of this phase of the project includes construction services performed during the installation of sanitary sewer, water main, storm sewer, and paving for this project, and post construction services.

Task 1: Additional On-Site Observation, Design Services, & As-Built Drawing Services

During the construction phase, Consultant shall:

- Additional site visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor(s), and to determine in general, if such work is proceeding in accordance with the Contract Documents. This service was performed July – August 2023.
- Design services for design changes and additions requested by the Client. This service was performed May 2023.
- As-Built Drawings of completed construction work. A set of construction plans will be marked up with changes/additions shown, with elevations based on known benchmarks, and a CAD revised/updated file will be provided. Field work will be completed with utility structure elevations and cuts, labeled on the PDF as-built drawings supplied to the Client.

Payment:

Task 1: The total lump sum fee **\$33,700**, including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2. Additional work, if required, shall be compensated in accordance with the rate schedule shown above.

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

Short Elliott Hendrickson Inc.

City of Seward

By: 
Full Name: _____
Title: PROJECT MANAGER

By: _____
Full Name: _____
Title: _____

4. Consideration of a Resolution to Approve Discretion for Administration to Add Processing Fees for Credit Card Transactions by Patrons of City Services - City Administrator Butcher

RESOLUTION NO. 2024-14

WHEREAS, the City Council of the City of Seward, Nebraska may by resolution fix the amount of certain rates, fees, and charges for the purpose of raising operating revenue and covering City costs and operating overhead, and

WHEREAS, with the implementation of credit/debit card readers the City is being charged fees that subtract from established fees of licenses, permits, and services,

WHEREAS, it is deemed advisable to establish discretion for City Administration to charge fees to cover costs imposed by card reading services to ensure established fees are recouped by the City.

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

City Administration shall have the discretion to impose any charge to recoup fees imposed by credit/debit card processing services.

All previous ordinances resolutions in conflict with this resolution are hereby revoked. The fee will be added to the established Master Fees Schedule.

The Mayor declared the resolution adopted.

Dated: April 16, 2024

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

5. Consideration of a Resolution to Formally Establish a Fee for Special Designated Liquor (SDL) Licenses - City Clerk Bargmann

RESOLUTION NO. 2024-15

WHEREAS, Chapter 53, Section 124, Item 11 of the Nebraska Revised Statutes describes the State and local process of issuance of a special designated liquor license, and

WHEREAS, subsection (6) of said statute allows for the establishment of a local fee for delivery of the license, and

WHEREAS, it is deemed advisable to establish a set fee for the City of Seward to perform this service.

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

Fee for Issuance of Special Designated Liquor License (SDL)	Fee:
For-Profit or Non-Profit Applicants – Per License, Not Per Day	\$ 40.00

All previous ordinances resolutions in conflict with this resolution are hereby revoked. The fee will be added to the established Master Fees Schedule.

The Mayor declared the resolution adopted.

Dated: April 16, 2024

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

6. Update on the Wellness Center - Executive Director Brase
 - A. Consideration to Accept a \$562,000 Grant from the Nebraska Civic and Community Center Financing Fund (CCCF) and Authorization for the Mayor to Sign All Documents

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
CIVIC AND COMMUNITY CENTER FINANCING FUND
ASSISTANCE AWARD CONTRACT NO. 24-03-389**

This contract is entered into between the State of Nebraska Department of Economic Development ("Department") and the City of Seward, Nebraska ("Recipient"), upon the date of signature by both parties.

RECITALS:

- A.** The Nebraska Civic and Community Center Financing Act ("Act"), found in Neb. Rev. Stat. §13-2701 through §13-2710, was enacted to support the development of civic, community, and recreation centers throughout Nebraska that foster the maintenance or growth of communities. To provide funding for these development activities, the Act created the Civic and Community Center Financing Fund ("Fund") and directed the Department to award and administer grants of funds ("Act Funds") to eligible recipients. The requirements of the Act are incorporated herein by this reference.
- B.** Pursuant to Neb. Rev. Stat. § 13-2706 (as amended by the Nebraska Legislature in 2022 and 2023 through, respectively, LB927 and LB727), from July 1, 2023, to June 30, 2024, to be eligible for a grant of assistance under the Act, municipalities were required to partner with a Certified Creative District.
- C.** The Recipient has submitted an application and all of the necessary supplementary materials, including evidence of partnership with a Certified Creative District, (collectively, the "Application"). The Application sets forth a project involving a recreation center for Seward, Nebraska ("Project"), which is an activity that is eligible for assistance under the Act. The Application is incorporated herein by this reference.
- D.** The Project was conditionally approved by the Department in accordance with the Act, and Act Funds were appropriated by the Nebraska Legislature. Because Act Funds were appropriated by the Legislature, the grant of assistance to the Recipient is considered finally approved, and this grant agreement is intended to govern the Department's administration of Act Funds disbursed to the Recipient for the Project.

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

[continued on the following page]

PART I: TERMS AND CONDITIONS.

§1.01 Amount and Initial Disbursement of Act Funds; Matching Funds.

The Department will disburse Act Funds to the Recipient for the Project in a total amount not to exceed the lesser of: Five Hundred Sixty-Two Thousand Dollars (\$562,000) **or** fifty percent (50%) of the actual cost of construction of the Project.

The Department will disburse fifty percent (50%) of the award of Act Funds for the Project to the Recipient after the Department receives a fully executed grant agreement. The remaining fifty percent (50%) of the award of Act Funds will be disbursed as reimbursement for costs incurred in completing the Project.

Matching funds from local sources (as required by the Act) must be contributed to the Project prior to disbursement of Act Funds. The matching funds must be at least equal to the amount of Act Funds requested and at least fifty percent (50%) must be in cash.

§1.02 Contract Term.

The term of this contract will be from March 27, 2024 to March 28, 2026 ("Contract Term"). All of the Recipient's performance obligations under this contract must be completed within the Contract Term.

§1.03 Use of Act Funds.

The Act Funds must be used solely for the purposes set forth in the Application and as allowed and restricted by the Act and this agreement. Some specific restrictions which are applicable to the Project include, but are not limited to, the following:

- (a) Act Funds may be used for the construction, renovation, or expansion of the Project, but Act Funds may not be used for planning, programming, marketing, advertising, and related activities.
- (b) The Project shall be required to be physically located within the Recipient's municipal boundaries or, for any city of the first class, city of the second class, or village, within the Recipient's extraterritorial zoning jurisdiction.
- (c) If the Project involves a civic, community, or recreation center, the Recipient must own and operate the Project facility for at least five (5) years after the start of the Contract Term. It is permissible for the Recipient to operate the Project facility through the use of agents, public or private.

§1.04 Disbursement of Act Funds; 50% Reserve/Escrow Until Project Completed.

Disbursements of Act Funds will be made to the Recipient in the form and manner prescribed by the Department if such disbursements are determined to be in conformance with the requirements of the Act.

In order to receive disbursements, the Recipient must submit the State of Nebraska ACH Enrollment Form to the Department. For disbursements after the initial fifty percent (50%), the Recipient must provide, upon request by the Department, documentation substantiating the expenditure of Project costs and the use of adequate local matching funds for the requested disbursement.

Disbursements will be made by electronic deposit to the account designated by the Recipient on the State of Nebraska ACH Enrollment Form and in accordance with the requirements of this contract.

No more than fifty percent (50%) of the total Act Funds will be disbursed to the Recipient prior to the Department receiving a certification of the commitment and expenditure of the required minimum match or an amount of local sources equaling the total grant award. Upon a determination that Project costs have been properly documented by the Recipient and the minimum level of matching funds have been committed, the Department will disburse the remainder of the Act Funds.

§1.05 Incorporation of RECITALS.

All provisions of the RECITALS are incorporated as agreed provisions of the contract.

PART II: [RESERVED].

PART III: [RESERVED].

PART IV: OTHER CONTRACTUAL CONDITIONS.

§4.01 Designation of Officials to Execute Contract and Amendments.

The Director of the Department or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Department.

The Chief Elected Official of the Recipient or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Recipient.

Either party may request amendments to this contract; however, amendments will not be effective until mutually agreed to in writing by both parties.

§4.02 Project Outcome/Impact Performance Reports Required.

To assist the Department in obtaining information on the outcome/impact of grant funded projects, the Recipient must prepare and submit performance reports on the Project. All performance reports must be submitted in the form and manner specified by the Department.

Performance reports are due every six (6) months during the Contract Term and must include a narrative of the progress, Project expenditures to-date, data reflecting the current status of the Project, any perceived changes to the budget for the Project, and any other information the Department may request.

The Recipient may also be required to submit interim performance reports upon request. These reports will be subject to reasonable requirements and due dates as determined by the Department.

A final performance report must be submitted to the Department no later than thirty (30) days prior to the end of the Contract Term. The report must include a final narrative on the outcome of the Project, including information on what was and was not successful in completing the Project as described in the Application, and any other Project information that may be requested by the Department. The Department may withhold up to ten percent (10%) of the Act Funds awarded under this contract until the Department receives and approves the final performance report.

All performance reports must be submitted to the Department electronically as prescribed by the Department.

Failure to provide required performance reports by the required due dates may result in the Department declaring the Recipient to be in substantial breach of this contract. If that happens, the Department may immediately terminate this contract, in whole or in part, and/or require repayment of any or all Act Funds disbursed to the Recipient.

§4.03 Accounting for Act Funds; Record Access.

The Recipient must account for Act Funds in a manner consistent with generally accepted accounting principles. All expenditures of Act Funds by the Recipient must be for obligations incurred in furtherance of the Project and must be supported by documentation evidencing the necessity for such expenditures. The Recipient must keep such records as the Department may require for compliance with the Act.

The Department and any other duly authorized official of the State of Nebraska must have full access to and the right to examine, audit, excerpt, or transcribe any of the Recipient's records pertaining to this contract. The records must be retained for at least three (3) years after termination of this agreement.

§4.04 Compliance with State and Act Regulations and Performance Monitoring.

The Recipient must comply with all applicable state law, Act regulations, and any reasonably equivalent procedures and requirements that the Department may prescribe. In particular, the Recipient agrees to establish internal controls in order to provide the Department with reasonable assurance that it is carrying out the Project in compliance with state statutes, regulations, and the terms and conditions of this contract. The

Department may conduct performance review monitoring visitations to determine compliance with this contract.

§4.05 Early Termination; Termination by Mutual Agreement.

The Department may terminate this contract for any reason upon sixty (60) days written notice to the Recipient.

This contract may also be terminated, in whole or in part, prior to the completion of Project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the event of mutual termination, the parties must agree on the termination conditions, including the effective date and the portion to be terminated.

The Recipient must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. The Department will make funds available to the Recipient for allowable expenses incurred before the effective date of termination.

§4.06 Termination Due to Loss of Funds.

This contract may terminate, in full or in part, in the event the Department suffers a loss of funding which permits it to fund the Recipient. In such an event, the Department will provide the Recipient written notice setting forth the effective date of full or partial termination.

§4.07 Termination for Cause.

In the event:

- (a) the terms of this contract have not been, nor are anticipated to be, fulfilled within the Contract Term as stated herein (or extended by a later amendment);
- (b) the Department determines the Application contained material omissions, errors, or misrepresentations; or
- (c) the Department determines Act Funds have been used for purposes other than eligible Project activities or in a manner contrary to the requirements of the Act.

Then, the Department may revoke the grant and terminate this contract, seek repayment of Act Funds paid to the Recipient, or both. Payments made to the Recipient or recoveries by the Department will be in accordance with the legal rights of the parties.

§4.08 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force

Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event.

The Department may grant relief from performance of the contract if the Recipient is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Recipient. To obtain release based on a Force Majeure Event, the Recipient shall file a written request for such relief with the Department.

Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

§4.09 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth in the Application, in this contract, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

§4.10 Waivers in Writing; Severability; Assignment of Interest.

No conditions or provisions of this contract will be waived unless approved by the Department in writing.

If any provision of this contract or its application to any person or circumstances is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this contract.

The Recipient may not assign or transfer any interest in this contract to any other party without the written consent of the Department.

§4.11 Relationship of the Parties.

Nothing in this contract should be construed in any manner as creating or establishing the relationship of partners between the parties, nor shall either party have the right, power, or authority to create any obligations or duty, express or implied, on behalf of the other party. Any and all claims on behalf of any person arising out of employment or alleged employment (including, but not limited to, claims of discrimination) against the Recipient, its officers, or its agents will in no way be the responsibility of the Department.

§4.12 Applicability to Subrecipients and Contractors.

All provisions of this contract will be made binding on any subrecipient or contractor of the Recipient, and the Recipient will, nonetheless, remain fully obligated under the provisions of this contract.

Any such subrecipient or contractor of the Recipient must be authorized to transact business in the State of Nebraska. All subrecipients and contractors are expected to comply with all Nebraska Secretary of State and Department of Revenue registration requirements, including any registration requirements pertaining to types of business entities (e.g., sole proprietorship, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation). Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Recipient for its records.

§4.13 State of Nebraska Non-Liability/Hold Harmless.

The Recipient must hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon or arising out of any services performed by the Recipient or by their officials, officers, employees, agents, or associates under this contract.

§4.14 Authorization of Project Publicity and Information Sharing.

Prior to announcing or referring to the Project or Project activities in news releases, press conferences, or other media, the Recipient must inform the Department and, if requested, include an acknowledgement or reference to the funding made available for the Project.

The Recipient agrees to allow the Department to issue news releases and otherwise share information and/or make announcements about the Project. The Department is not required to obtain any approval, written or otherwise, from the Recipient prior to releasing information about the Project.

§4.15 Verification of Work Eligibility Status for New Employees.

The Recipient is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. 1324a), known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Recipient in performing this contract. The Recipient will be responsible to the Department for enforcing this requirement with its subcontractors. A failure by the Recipient to adhere to these requirements is a violation of the statutory requirements in Neb. Rev. Stat. §4-114 and, as such, will be deemed a substantial breach of this contract which could result in the Department declaring the Recipient to be in default on the contract.

§4.16 Drug Free Workplace Policy.

The Recipient acknowledges the State of Nebraska requires a Drug Free Workplace Policy on the part of the Recipient as a term and condition of contracting with the Department.

§4.17 Civil Rights Law and Equal Opportunity Employment.

The Recipient must comply with all applicable local, state, and federal statutes and regulations regarding civil rights law and equal opportunity employment. The Recipient shall not discriminate against any employee or applicant for employment with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, religion, sex, disability, or national origin.

§4.18 Americans with Disabilities Act (ADA).

The Recipient must comply with all provisions of the Americans with Disabilities Act (ADA) with respect to hiring, training, and employment practices including the reasonable accommodation of persons with disabilities in hiring, training, and employment practices and in assuring access by persons with disabilities to facilities and services provided by the Recipient to the general public.

§4.19 Governing Law; Binding Effect; Counterparts; Entire Agreement.

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

This agreement or any amendment of this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

This instrument, any attachments, and those items incorporated by reference contain the entire agreement between the parties.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this contract, they agree to its provisions, and that it will be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	RECIPIENT → City of Seward, Nebraska
By: _____ (Director or Designee)	By: _____ (Authorized Official) <small>Josh Etckmeier</small>
_____ (Typed or Printed Name)	_____ (Typed or Printed Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 4/16/24

- Monitoring a number of street projects that have moved into dormant with season on East Seward (final items), design on East Hillcrest, Izaak Walton Road/Highway 15 Intersection (closing items) and drainage near Park Street & Bradford Street (winter hold on construction), Highway 15 Watermain (construction) and Highway 15 Reconstruction (gas main adjustments).
- Water Tower project underway, working on final paint design, met with painting subcontractor to better understand detailed design paint application process. Met with artist to clean up initial design.
- Reviewed additional DTR items and worked with applicants on needed documents.
- Working with Wellness Center Executive Director Brase on numerous items and follow ups.
- Finalizing items related to closeout of 2019 Flood FEMA items.
- Worked with Kelly Hoffschneider to work on a number of real estate items related to the Rail Campus.
- Met with the Building and Zoning Team on numerous items.
- Reviewed to TIF Application for MeyCo Holdings, Inc and began discussion of another application.
- Admin staff to continue comparability analysis.
- Worked on the Budget Calendar for FY 2024-2025.
- Prepared Seward Rate Study items.
- Met with Chief Kimsey on numerous Fire Department Items.
- Met with the Fire Department Board of Control.
- Began the process to convert to new employee credit cards.
- Met with Concordia and High School reps to discuss baseball/softball turf project.
- Reviewed employee Summer 2024 goals and targets for all full time staff along with City Clerk.
- Attended Seward Wellness Center construction meeting with Sampson.
- Met with potential Economic Development Project for status update.
- Updated LB 840 items and completed closing for the Bottle Rocket Brewing CDBG refinance.
- Attended the Community Showcase Award presentation at the NENG museum. Conducted community tour with head of Nebraska Department of Economic Development.
- Met with Water Department and City Engineer to review SCADA items for CIP planning.
- Attended celebration for Jean Kolterman put on by the GFWC.
- Met with representatives from the UNL Journalism College to work on an internship project with Seward County Independent.

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

Police Department

- Hwy 15 Updates: Meeting w/ Constructor's Inc. 4/9.
- NLETC Graduation for Anthony Heard 4/12 in Grand Island.

City Clerk/Human Resources/City Hall

- NMCA 2024: Working on Assessments.
- Employee Evals.
- Revisions to Safety Manual.
- 4/2 Surplus: Items are live on PurpleWave through 4/30, advertised in Paper on 4/17 & 4/24.

Water/Wastewater Department

- Shad and Brandon P. at Backflow Training/Certification in Wahoo all week.
- Meter replacements.

- Final Clarifier Cleaning.
- Preseason UV equipment prep.

Parks and Rec/Cemetery/Golf/Pool

- Irrigation maintenance on Baseball Field.
- Hooking up restrooms at pool and clean deep end.
- Spraying weeds.
- Fixing signs from the high winds.

Civic Center

- Scheduled to receive official copies of art appraisal via FedEx today.
- Still awaiting updates from Clark Enersen/BIC regarding possible start date.

Electric Department

- Drop triplex for tree trimmer on Fairlane.
- Bore in conduit on Hillcrest.
- Work with contractor on 6th Project.
- Changeout 2 broken poles.

Street Department

- Work on sidewalk approaches on Augusta Dr.
- Equipment maintenance.
- Work on alleys.
- Down three employees (two due to medical planned items, and one vacant position).

Library

- National Library Week 4/8-4/13.
- 4/9 Toddler time and puzzle tournament.
- 4/13 York University theatre production.

Building Inspection/Planning Department

- Planning Commission Meeting 4/8 over Big Blue Sunset Minor Plat, Dittmer Vacate, Kellen Meyer minor plat.
- Board of Adjustments Meeting 4/30 with Gary Rolf.
- Collaborating with Stephanie Howe and Fred on drainage solutions for car wash.

Engineering

- Move services from Main to Jackson, start on Phase 2 of Hwy 15 Water Main.
- NDOT Hwy 15 Reconstruction Updates: abandoned valves, Park Avenue – storm sewer pipe installation & gas main conflict.
- GIS Updates: Summer assistance, link on City webpage, logins.
- Levee Pump Station Design Meeting 4/10.
- Welding, watermain modifications, Windstream modifications, logo redesign and communication tenant agreements for the Water Tower.

Finance Dept.

- Balance March books (Cydnee).
- Claims (Julie).
- Collections (Kirsten).
- Performance pay changes (Jacqueline).

Seward Wellness Center

- Site Update: Roof joists were installed last Thurs./Fri. for the Aquatic Center.
- Kiwanis presentation on SWC 4/8.
- Regular construction meeting 4/10.
- Focusing on Freedom Run sponsors this week.

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

1. Strategy Session with City Attorney Regarding Real Estate Interests 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