



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

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**Tuesday, March 4, 2025**

**7:00 PM**

**Municipal Building Council Chambers**

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**NOTICE IS HEREBY GIVEN** that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, March 4, 2025, in the Council Chambers, 142 N 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting. City financial claims and related invoices will be available for Council member review, audit, and voluntary signatures at the meeting location beginning 30 minutes prior to the scheduled meeting time.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS**

This is an Open Meeting of the Seward Nebraska Governing Body. The City of Seward abides by the Nebraska Open Meetings Act in conducting business. A copy of the Nebraska Open Meetings Act is displayed on the north wall of this meeting room facility as required. Disclosure of meeting recording processes is posted in the Meeting Room. Any citizen may address the Council regarding items included on the meeting agenda and are asked to complete and submit a Speaker Card to the Clerk prior to the meeting. The Mayor will call speakers to the podium when the item is being considered. Presenters shall approach the podium, state their name & address for the Clerk's record and are asked to limit remarks to five minutes. All remarks shall be directed to the Mayor who shall determine by whom any appropriate response shall be made. The City of Seward reserves the right to adjust the order of items on this Agenda if necessary and may elect to take action on any of the items listed.

**ROLL CALL**

**CONSENT AGENDA**

1. Claims & Payables Reports

CLAIMS LIST  
3/4/2025  
COUNCIL MEETING

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

ABM SUPPLY	UN	580
ADE	RE	120
ALLEGIANT UTILITY SERVICES	SE	6.72
ALLO COMMUNICATIONS	UT	839.33
AMAZON CAPITAL SERVICES INC	MAT/AV/SU	1790.93
AMG TECHNOLOGY LLC/NEXTLINK	UT	103.35
AWARDS UNLIMITED INC	MC	11.15
BADGER DAYLIGHTING CORP	CI	3,434.07
BIZCO TECHNOLOGIES	IT	7405.12
BLUE RIVER/I-80 PONY LEAGUES	MC	100
BOTTLE ROCKET BREWING	MC	182.5
BOUND TREE MEDICAL LLC	SU	749.99
BROKEN ARROW EXCAVATING	FA	14,767.20
BROOK PECKA	RI	63
BRYCE C JOHNSON	RI	90
C N A SURETY	INS	100
CAPITAL BUSINESS SYSTEMS INC	SE	711.89
CASH-WA DISTRIBUTING CO	ML	380.34
CENTRAL STATES HYDRAULIC SV IN	RE	280.78
CHASE CARD SERVICE		250.25
TRACFONE	UT	34.25
TACTACAM	AF	216
CITY SEWARD LIBRARY PETTY CASH	PF	331.37
CODR PLUMBING & EXCAVATING	CI	1,940.00
CONSTELLATION NEWENERGY GAS	UT	2220.7
COUNTY ROAD TIRE LLC	RE	240
DAN CERNY	RI	171.19
DANA CIHAL	RI	53.75
DANKO EMERGENCY EQUIPMENT CO	SU	602.5
EAKES OFFICE SOLUTION	SU	69.99
ECES INC DBA CAMPBELL CLEANING	SE	1602
ERIC EHLERS DBA EHLERS ELECTRONICS	BU	226
GALLS LLC	UN	560.42
GENERAL EXCAVATING	CI	66,082.97

GRAINGER INC	SU	206.1
HACH COMPANY	SU	433.77
HANS MATTIE	RI	52.81
HOFFSCHNEIDER LAW PC LLO	SE	5,000.00
INTERNATIONAL PAPER	BU	768.35
JA SYNDICATE LLC	MC	560
JARED HOCHSTEIN	RI	63
JAROD PHILLIPS	TR	47
JEO CONSULTING GROUP INC	CI	3400
JONATHAN C WIEDEMEYER	RI	417.3
JOSEPH RUZICKA	SU	722.75
LINCOLN WINWATER WORKS	SU	324.3
MATHESON TRI-GAS INC	SU	111.33
MCMASTER-CARR SUPPLY CO	SU	77.22
MICHAEL BISHOP	RI	63
MID-AMERICAN BENEFITS LLC	BE	1589
MIDWEST TURF & IRRIGATION	RE	269.11
MUNICIPAL SUPPLY INC OF OMAHA	RE	427.31
NEBRASKA D A S ACCT OCIO	SE	245
NEBRASKA MACHINERY COMPANY	RE	76.23
NEBRASKA PUBLIC HEALTH ENV LAB	TE	365
NICK'S FARM STORE CO	RE	70
NORRIS PUBLIC POWER DISTRICT	UT	1422.57
ODEYS INC	SU	410.95
ONE BILLING SOLUTIONS LLC	SE	3,279.07
O'REILLY AUTOMOTIVE INC	SU	214.16
PAC 'N' SAVE DISCOUNT FOODS	ML	2420.53
PITNEY BOWES INC	SE	296.2
PLUNKETT'S PEST CONTROL	BU	72.44
PSCO4 LLC	FA	13,250.00
QUILL CORP	SU	318.5
R & R REFRIGERATION LLC DBA	RE	751.29
RUSSEL FRAZEY	RI	600
SCHEMMER ARCHITECTS ENGINEERS	CI	51,102.16
SECURITY EQUIPMENT INC	BU	444.96
SEWARD COUNTY CHAMBER &	MC/RI	1206.95
SEWARD COUNTY CLERK/REG DEEDS	SE	69
SEWARD WIND LLC	UT	53,061.98
SHORT ELLIOTT HENDRICKSON INC	CI	14,473.62
ST P J SUPPLY INC	SU	170.24
HOBSON AUTO	RE	227.72
TOTAL FIRE & SECURITY INC	FA	11,826.45
U S CELLULAR	UT	150.29
ULINE	SU	177.15
VERIZON FINANCIAL SERVICES LLC	UT	281.64
VISA		14,327.89

USPS	PF	147.6	
SMTP2GO	IT	75	
MAILCHIMP	SE	39.5	
AMERICAN AIRLINES	TR	670.74	
ALLIANZ TRAVEL INS	TR	54.96	
RESIDENCE INN	TR	796.92	
NEMSA	MS	1820	
GS-JJ.COM	MS	510	
AMAZON.COM	SU	919.04	
NI STATE PAYPORT	MC	51.25	
ETSY	MC	279.46	
EAGLE ENGRAVING	SE	552	
2025 LES LUKERT CONFERENCE	TR	299	
AMERICAN WATERWORKS	MS	240	
HOLIDAY INN	TR	288.28	
WALMART	SU	347.06	
FORENSIC EDUCATION	TR	450	
HERO'S PRIDE	UN	123.66	
SAM'S CLUB	SU	901.13	
VALENTINO'S	ML	120.76	
RUNZA	ML	229.37	
UNITED AUTOMATIC DOORS	RE	319.3	
HY-VEE	ML	47.91	
THE FORT	UN	530.81	
BRUNT	UN	726.66	
LEAGUE OF MUNICIPALITIES	TR	1093	
NFPA	IT	199.64	
BMI	SE	446	
CONSTANT CONTACT	IT	23	
FOREUP	SE	686.08	
UNL EVENT REGISTRATION	TR	475	
INT' CODE COUNCIL	MS	385	
ADOBE	IT	479.76	
WESCO DISTRIBUTION INC	SU/INV		47,884.37
	<b>Grand Totals:</b>		<b>339,796.22</b>

## 2. Seward County Chamber & Development Partnership Report (Q1 2025)

PRESIDENT & CEO

# QUARTERLY REPORT SUMMARY



Prepared for SCCDP Members • February 2025

- Submitted economic development proposals for Project Legacy (ag processing; Seward Rail Campus), Project Parker (baby products manufacturer and distributor; Seward Rail Campus), and Project Weaver (ag processing; Seward Rail Campus, Knox Site, Pitsch Property, Schulz Site, Seward I-80 Exit Site, and Northwest Milford Site).
- Hosted/Attended site visits with hotel developer in Salt Lake City (November 20, 2024), hotel developer in Seward (December 3, 2024), with Project Legacy in Seward (January 13, 2025), Project Parker (January 21 and 28, 2025), and Project Weaver in Seward (February 13, 2025).
- Launched Seward County Young Professionals group to network emerging workers to build local professional and personal relationships and engage them with local companies and connections so they can thrive in their careers and in life.
- City of Milford was recertified as a Leadership Certified Community through the Nebraska Department of Economic Development during their Milford City Council meeting on Tuesday, January 7 (SCCDP led the recertification application efforts).
- Submitted grant applications through Nebraska Arts Council Creative District Development Grant (\$100,000) for Seward's Creative District & Economic Development Administration Build to Scale Grant (\$352,290) for Seward County's Tech Entrepreneurship Ecosystem Strategy.
- Assisted in writing grant application and hosting site visit with Walter Scott Family Foundation for City of Milford, which received \$65,000 grant through Advancing Nebraska Communities program for their Uptown Park improvements project.
- Submitted grant applications to Nebraska Department of Economic Development (\$4,830) and Legacy Fund for Seward County (\$2,500) to support startup of Seward County Young Professionals group.
- Celebrated ribbon cuttings for Crouch's Farm & Hardware (November 27, 2024), opening of Nebraska Highway 15 (December 15, 2024), Zabka-Perdue Funeral Home Clock at the Bandshell (December 23, 2024), and Bern's Body Shop expansion (January 22, 2025).
- Hosted 14th Annual Seward Christmas Festival (November 30, 2024), Concordia Catalyst Competition Business Pitch Finals Night (December 3, 2024), Professional Development Luncheon about Workplace Communication (December 6, 2024), Housing Recovery & Development Presentation in Goehner (December 12, 2024), ALLO Fiber Construction Celebration (December 17, 2024), SCCDP Annual Awards Banquet (January 27, 2025), and Business Succession Planning Workshop (February 14, 2025).
- Attended Economix Conference in Salt Lake City (November 20-21, 2024); Alliance for the Future of Agriculture in Nebraska (AFAN) Annual Meeting in Lincoln (November 25, 2024); NEDA Legislative Breakfast in Kearney (Jonathan Presented on Business Recruitment; December 12, 2024); Southeast Nebraska Manufacturing Partners meeting in Lincoln (January 24, 2025), NEDA Legislative Day in Lincoln (January 30, 2025), Nebraska Chamber of Commerce & Industry Annual Meeting and Nebraska Business Hall of Fame Banquet in Lincoln (Jonathan Led a Housing Panel Breakout Session; January 30, 2025), and Nebraska Chambers Association Annual Meeting in Lincoln (January 31, 2025).
- Since the beginning of the gift card program in July 2022, SCCDP has sold \$222,367 in gift cards (7,130 individual cards). There are 49 participating businesses across Seward County.
- Marketing Seward County via various media channels including: Weekly electronic newsletter (Blue River Buzz), video content in the BUZZ and the SCCDP YouTube Channel, articles in the local newspaper (Seward County Independent), regular Facebook & Instagram posts, the Talk Seward Co. podcast, and edition of Chat with the Chamber video segments on social media to promote workforce development/quality of life opportunities.
- Connected resources for LB 840, TIF, grants, and/or available building and land to various business owners and brokers including companies that want to start or expand including a construction company project on Seward Rail Campus lots, semi-truck charging station project looking at three Seward County I-80 sites, nonprofit counseling center in Seward, filling vacant McDonald's building in Seward, independent senior housing project in Utica, attorney's office in Seward, dry cleaners in Seward, selling downtown retail store in Seward, building spec commercial warehouse space on Seward Rail Campus, arborist business expansion project in Seward County, hair salon expansion project in downtown Seward, ag research & development expansion project in Seward County, small engine repair business expansion project in Seward, ice cream shop in downtown Milford, restaurant project in Milford, and building commercial warehouse space in Seward County.
- Continuing to work on Entrepreneurial Operating System (EOS – Vision/Traction Organizer) and 2025 Implementation Plan goals that our staff is implementing on a weekly basis to ensure SCCDP's multiple-year strategic plan is being executed.

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

THANK YOU TO OUR QUARTERLY REPORT SUMMARY SPONSORS!



# MEET THE TEAM



## **PRESIDENT & CEO, JONATHAN JANK**

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

## **VICE PRESIDENT & DIRECTOR OF COMMUNITY AFFAIRS, JACOB JENNINGS**

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



## **DIRECTOR OF MEMBERSHIP, DONNA HENDRICKSON**

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

## **DIRECTOR OF MARKETING & STORYTELLING, JOANIE BRECKA**

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



## **EXECUTIVE ASSISTANT & EVENT PLANNER, COLLIN HAIN**

The Events Planner & Administrative Assistant is responsible for working with their teammates, members, and community volunteers to accomplish the short and long-term goals of the Seward County Chamber & Development Partnership (SCCDP) related to maintaining SCCDP's office systems and equipment, including ensuring bookkeeping and payroll are completed by an accounting contractor on a weekly basis, responding to general communications, planning/coordinating all SCCDP events, helping members and visitors feel welcome, and providing administrative support as needed. This position helps the President & CEO work to fulfill the Vision Statement 2035.

3. Draft Minutes of February 18, 2025, City Council Meeting

**February 18, 2025**

The Seward City Council met at 7:01 p.m. on Tuesday, February 18, 2025, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Zane Francescato, Megan Kahler, Jessica Kolterman, John Singleton, Tatum Tonniges, Matt Stryson, Rich Wergin. Councilmembers Absent: Karl Miller. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, Library Director Becky Baker, City Engineer Mike Oneby, Water/Wastewater Director Brandon Koll, 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 Stryson.

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Report (totaling \$1,323,134.61)
4. Police Department Report
5. Draft Minutes of February 4, 2025, City Council Meeting

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

**ADMINISTRATIVE ITEMS**

**1. PRESENTATION AND ACCEPTANCE OF THE ANNUAL LIBRARY REPORT**

Library Director Baker presented the annual Seward Library report as specified by Nebraska Statute. She noted that approximately 55,811 attendees visited in 2023-24 and there were currently 112,080 items in the collection. Additionally, she highlighted some events and programs offered throughout the year.

Councilmember Wergin moved, seconded by Councilmember Stryson, to accept the annual Seward Library report with thanks expressed for another successful year serving the community.

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

**2. CONSIDERATION OF A VOLUNTARY ANNEXATION REQUEST FOR LOT 1, WCP ADDITION**

The Mayor read the title of the ordinance for the third and final time.

Councilmember Kolterman 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. 2025-3, AN ORDINANCE DECLARING THE ANNEXATION OF CERTAIN CONTIGUOUS AND ADJACENT TRACTS OF LAND, URBAN AND SUBURBAN IN CHARACTER, MORE SPECIFICALLY LOT 1 WCP ADDITION TO THE CITY OF SEWARD, TO THE CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA, AND EXTENDING THE LIMITS THEREOF ACCORDINGLY; TO DESCRIBE THE REAL ESTATE TO BE ANNEXED AND ITS BOUNDARIES; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.**

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

**3. ITEMS RELATED TO THE REVERSE OSMOSIS IMPROVEMENTS PROJECT**

City Engineer Oneby reported that the skid was currently under construction and was expected to be delivered on site in March. Further, he noted that item 3A was a change order for the addition of control wiring for the project as well as an extension of the completion date due to a delay in shipping project supplies. Additionally, item 3B would also be impacted by the delays for the 3A contract, thus it was requested to be extended as well. Purpose Associates is the design engineer for the project with project completion expected in June.

**A. CONSIDERATION OF A CHANGE ORDER (#1) TO THE CONSTRUCTION CONTRACT WITH ERIKSON CONSTRUCTION IN THE AMOUNT OF \$4,547.95**

Councilmember Stryson moved, seconded by Councilmember Singleton, to approve a change order with Erikson Construction in the amount of \$4,547.95 for the Reverse Osmosis Improvements Project.

February 18, 2025

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

B. CONSIDERATION OF A NO-COST CHANGE ORDER (#1) TO THE PROCUREMENT CONTRACT WITH HARN RO SYSTEMS, INC.

Councilmember Stryson moved, seconded by Councilmember Wergin, to approve a no-cost change order with Harn RO Systems, Inc. for the Reverse Osmosis Improvements Project.

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

4. CONSIDERATION OF A RESOLUTION TO APPROVE SUPPLEMENT #2 TO A PROFESSIONAL SERVICES AGREEMENT, SIGNED NOVEMBER 15, 2022, TO PROVIDE ENVIRONMENTAL SERVICES FOR THE PLUM CREEK BRIDGE REPLACEMENT PROJECT

Mr. Oneby reported a misprint that was noticed in the document; thus consideration of the item would need to be delayed to a future meeting. The resolution will address the environmental study that will be undertaken for the Plum Creek Bridge Replacement Project funded entirely by the State of Nebraska.

5. CONSIDERATION OF AN ORDINANCE TO AMEND CITY CODE CHAPTER 78-1.1, CITY COUNCIL NOTICE OF MEETINGS

City Administrator Butcher noted that there had been a recent Legislative change to the Open Meetings Act (Neb.Rev.Stat 84-1411) regarding notice of public meetings. With the update, the only requirement for posting is to a newspaper of general circulation and to a State website of public notices. As such, Administration reviewed the current code language to provide updates to reflect this change. The ordinance would allow for posting in the following locations moving forward: City Hall, Seward Library (front entrance), the City's website, and a newspaper of general circulation within the City. These locations were chosen as they seem to be the most visible to the public.

Councilmember Tonniges introduced Ordinance No. 2025-7. Councilmember Francescato moved, seconded by Councilmember Stryson, to dispense with the statutory rule.

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

Councilmember Wergin moved, seconded by Councilmember Francescato 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. 2025-7, AN ORDINANCE OF THE CITY OF SEWARD, NEBRASKA, AMENDING CHAPTER 78 OF THE SEWARD MUNICIPAL CODE RELATING TO CITY COUNCIL AGENDAS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING AN EFFECTIVE DATE.**

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

Councilmember Francescato moved, seconded by Councilmember Kahler, that all ordinances be added to the permanent record.

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

CITY ADMINISTRATOR'S REPORT

Councilmember Francescato moved, seconded by Councilmember Singleton, that the City Administrator's report of February 18, 2025, be accepted.

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

STRATEGY SESSION

1. STRATEGY SESSION WITH CITY ATTORNEY REGARDING REAL ESTATE INTERESTS

Councilmember Kolterman moved, seconded by Councilmember Tonniges, 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 with the City Attorney for a period not to exceed 30 minutes.

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

**February 18, 2025**

Mayor Eickmeier stated the Council has voted to go into closed session at 7:34 p.m. for the protection of the public interest and to discuss real estate interests with the City Attorney.

At 7:50 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin. Mayor Eickmeier announced that no formal action was taken during the closed session.

**MOTION TO ADJOURN**

Councilmember Francescato moved, seconded by Councilmember Kolterman, that the February 18, 2025, City Council Meeting be adjourned.

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

Nay: None. Absent: Miller. Motion carried.

Adjourned approximately 7:50 p.m.

THE CITY OF SEWARD, NEBRASKA

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Joshua Eickmeier, Mayor

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Derek Bargmann, City Clerk

## **PUBLIC HEARING**

1. Public Hearing – 7:00 PM - Consideration of Acquisition of Real Estate Commonly Referred to as 410 East Seward Street, City of Seward, Seward County, Nebraska from Megan Smelker, Personal Representative for the Estate of Bobbie Lee Payne, Jr. - City Administrator Butcher
  - A. Consideration of a Resolution Authorizing the Mayor to Execute All Documents Related to Acquisition of Real Estate

RESOLUTION NO. 2025-4

CITY OF SEWARD, NEBRASKA

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA  
AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY FOR USE BY THE CITY.

Recitals

- A. Megan Smelker, Personal Representative for the Estate of Bobbie Lee Payne, Jr, owns certain real property located in Seward County and more particularly described as follows:

**Commencing at the Southwest Corner of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Twenty-one (21), Township Eleven (11) North, Range Three (3), East of the 6<sup>th</sup> P.M., Seward County, Nebraska; running thence East Forty (40) rods, thence North Sixteen (16) rods thence West Forty (40) rods, thence South Sixteen (16) rods to the place of beginning, together with an easement for water line across Tax Lot 126 and Tax Lot 127, in the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Twenty-one (21), Township Eleven (11), Range Three (3), recorded in Book 32, Page 415 of Miscellaneous records of Seward County, Nebraska and EXCEPT that portion deeded to Seward County, Nebraska at Book 120, Page 77 in the office of the Register of Deeds of Seward County, Nebraska.**

More commonly known as 410 East Seward Street, Seward, Nebraska 68434.

- B. The City's acquisition of the above described real property will benefit the City and its residents as it will allow for park space and remove structures property from the floodplain.
- C. Neb. Rev. Stat. § 18-1755 and Seward Municipal Code § 340-1.9 authorizes the City to acquire real property upon approval of the acquisition by action taken in a public meeting after notice and public hearing.
- D. The City has held a public hearing and desires to purchase the real property.

NOW THEREFORE, be it resolved by the City of SEWARD, Nebraska:

1. The City hereby approves the acquisition of real property from Megan Smelker, Personal Representative for the Estate of Bobbie Lee Payne, Jr, in accordance with the authority under Nebraska law and the Seward Municipal Code.

2. The Mayor of the City is hereby authorized to execute a Purchase Agreement and to take all actions necessary to effectuate the acquisition of real property from Jeffrey and Janna Spahr.

This has been approved as of the 4th day of March, 2025.

CITY OF SEWARD, NEBRASKA

By: \_\_\_\_\_  
Joshua Eickmeier, Mayor

ATTEST: \_\_\_\_\_  
Derek Bargmann, City Clerk

(Seal)

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into as of February \_\_\_, 2025, by and between MEGAN SMELKER, PERSONAL REPRESENTATIVE FOR THE ESTATE OF BOBBIE LEE PAYNE, JR. (hereinafter referred to as the "Seller"), and the CITY OF SEWARD, NEBRASKA, a municipal corporation (hereinafter referred to as the "Buyer").

### RECITALS

A. Seller is the owner of certain real property (the "Property") legally described as follows:

Commencing at the Southwest Corner of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Twenty-one (21), Township Eleven (11) North, Range Three (3), East of the 6th P.M., Seward County, Nebraska; running thence East Forty (40) rods, thence North Sixteen (16) rods thence West Forty (40) rods, thence South Sixteen (16) rods to the place of beginning, together with an easement for water line across Tax Lot 126 and Tax Lot 127, in the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Twenty-one (21), Township Eleven (11), Range Three (3), recorded in Book 32, Page 415 of Miscellaneous records of Seward County, Nebraska and EXCEPT that portion deeded to Seward County, Nebraska at Book 120, Page 77 in the office of the Register of Deeds of Seward County, Nebraska.

B. Seller desires to sell and Buyer desires to acquire the Property subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of, and based on, the foregoing Recitals and the mutual promises and agreements set forth below, the parties agree as follows:

1. Transfer of Property.

1.1 Sale and Purchase. At Closing (as hereinafter defined), Seller shall sell to Buyer and Buyer shall purchase from Seller the Property.

1.2 Purchase Price and Payment. Buyer agrees to pay Sixty Thousand Dollars (\$60,000.00) (the "Purchase Price") without interest, shall be payable at Closing, subject to adjustments and prorations as herein provided.

1.3 Closing. The transactions contemplated by this Agreement shall be consummated (the "Closing") on such date as is mutually agreeable to Buyer and Seller but no later than April 15, 2025 (the "Closing Date"). HomeServices Title, Seward, Nebraska ("The Title Company") shall act as closing agent.

1.4 Title and Possession. Seller agrees to deliver at Closing a Personal Representative's Deed to the Property conveying to Buyer marketable title to the

Property, free and clear of all mortgages, deeds of trusts, leases, encumbrances, liens, statutory rights or covenants, except for easements and restrictions of record that are acceptable to Buyer. Seller shall deliver possession of the Property to Buyer at the time of Closing.

1.5 Title Insurance. Prior to Closing, Seller shall furnish Buyer with a commitment for an owner's policy of title insurance, with copies of all easements, in the amount of the Purchase Price which insures marketable title to the Property, subject only to easements and restrictions of record that are acceptable or deemed acceptable to Buyer. Absent timely objection, any easement or restriction identified in the commitment shall be deemed acceptable to Buyer. Seller shall have a reasonable period to cure any unacceptable easement or restriction. The premium for the owner's title insurance policy and the closing fee of the Title Company shall be paid by Buyer.

1.6 Taxes, Assessments, and other Costs. Seller shall be responsible for all taxes relating to the Property for the year 2024 and all prior years, as well as all special assessments levied prior to Closing. Taxes relating to the Property for the calendar year when Closing occurs shall be pro-rated as of the date of Closing. Buyer shall pay the filing fee which becomes payable upon recordation of the Personal Representative's Deed. Seller shall pay all applicable Nebraska documentary stamp taxes which become payable upon recordation of the Personal Representative's Deed.

1.7 Lead-Based Paint. Seller shall complete and deliver a Lead-Based Paint Disclosure to Buyer in accordance with the Nebraska law. Buyer acknowledges that Seller, by providing the Lead-Based Paint Disclosure pursuant to Nebraska law, is not providing any warranty or representation, except as to title, either express or implied, to Buyer relating to the Property conveyed herein.

1.8 Personal Property. All Personal Property left at the Property at the Closing Date shall be conveyed to the Buyer.

1.9 City of Seward's Release. Buyer agrees to release all claims it may have related to the Property and the outstanding utility bill.

## 2. Representations and Warranties.

2.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

2.1.1 Condition of Property and Home Warranty. Subject to Paragraph 1.9, this Agreement is based on Buyer's inspection and investigation of the property, and Buyer agrees to accept the property in its condition on the date of Closing. Buyer acknowledges that Seller is not providing, and has not provided at any time, any warranty or representation to Buyer relating to the property, except those as to title, either express or implied, regarding the property conveyed herein,

and Buyer is acquiring the property "AS IS, WITHOUT RESERVATION" in its condition on the date of Closing.

2.1.2 Maintenance of the Property. Until possession is given to Buyer, Seller will keep and maintain the Property in as good condition as it now is, reasonable wear and tear excepted.

2.1.3 No Brokerage Agreement. Seller has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Buyer to pay any finder's fee, brokerage or agent's commission, or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby. Seller acknowledges that Kelly R. Hoffschneider is a licensed real estate broker in the State of Nebraska, but has not been retained in that capacity.

2.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

2.2.1 No Brokerage Agreement. Buyer has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Seller to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby. Buyer acknowledges that Kelly R. Hoffschneider is a licensed real estate broker in the State of Nebraska, but has not been retained in that capacity.

### 3. Default

3.1 Default of Seller. If Buyer shall perform all of their obligations and terms of this Agreement, and Seller shall default in the performance of any of the terms and conditions of this Agreement, Buyer may elect to terminate this Agreement, and shall be entitled to pursue any other legal or equitable remedies against Seller, including, without limitation, a suit for specific performance.

3.2 Default of Buyer. If Seller shall perform all of Seller's obligations and terms of the Agreement, and Buyer shall default in the performance of any of the terms and conditions of this Agreement, the Seller may, at Seller's option, elect to terminate the Agreement, and shall be able to pursue any other legal or equitable remedies against Buyer, including, without limitation, a suit for specific performance.

### 4. Miscellaneous.

4.1 Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument

4.3 Further Assurances. Each of the parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action, whether prior to or subsequent to Closing, as may be necessary to more effectively consummate the intent and purpose of this Agreement.

4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

4.5 Notices. All notices, requests, demands, objections and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or 48 hours after being mailed registered or certified mail, return receipt requested, postage prepaid, to the party at the following address or to such other address as any party hereto may from time to time in writing designate to the other parties:

If to Buyer: City of Seward  
P.O. Box 38  
537 Main Street  
Seward, NE 68434

If to Seller: Megan Smelker, Personal Representative  
of the Estate of Bobbie Lee Payne Jr.  
~~728 N. 7<sup>th</sup> Street~~ 2708 N. 3rd St.  
Seward, NE 68434 Lincoln, NE 68521

With a copy to: Kelly R. Hoffschneider  
Hoffschneider Law, P.C., LLO  
1120 K Street, Suite 200  
Lincoln, NE 68508

With a copy to: Gregory C. Damman  
Blevens & Damman  
129 N. 5<sup>th</sup> Street  
P.O. Box 98  
Seward, NE 68434

4.6 Survival and Non-Merger. All terms, conditions, obligations, representations and warranties contained in this Agreement shall survive the execution hereof and the Closing hereunder, including, but not limited to, the execution and delivery of any deed related to the Property to be conveyed hereunder and shall not merge into any deed.

4.7 Time is of the Essence. For purposes of the respective obligations of the parties hereto, the parties agree that time is of the essence in the performance of their respective obligations hereunder.

4.8 Risk of Loss. All risk of loss and damage to the Property or other casualty until Closing is assumed by the Seller.

4.9 Severability. If for any reason whatsoever any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid, as applied to any particular case or in all cases, such circumstance shall not have the effect of rendering such provision invalid in any case as of rendering any other provision of this Agreement inoperative, unenforceable, or invalid.

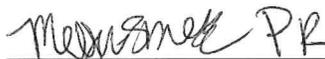
4.10 Captions. The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions therein, or conditions thereof.

**BUYER:**

City of Seward, Nebraska

By: \_\_\_\_\_  
Joshua Eickmeier, Mayor

**SELLER:**

  
\_\_\_\_\_  
Megan Smelker, Personal Representative  
for the Estate of Bobbie Lee Payne Jr.

**ADMINISTRATIVE ITEMS**

1. Consideration of a Resolution Directing the Conveyance of Real Property, Legally Described as Lot 11, Seward Rail Campus PUD Second Addition, City of Seward, Seward County Nebraska to MeyCo Holdings, LLC. - City Administrator Butcher

**RESOLUTION NO. 2025-5**

**CITY OF SEWARD, NEBRASKA**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA  
AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY VALUED AT LESS THAN \$5,000  
TO MEYCO HOLDINGS, LLC.**

**Recitals**

A. The City of Seward, Nebraska ("City"), owns certain real property ("Property") located in Seward County and more particularly described as follows:

Lot 11, Seward Rail Campus PUD Second Addition, City of Seward, Seward  
County Nebraska

B. The City currently owns and maintains the Property.

C. The City desires to convey the Property to Meyco Holdings, LLC.

NOW THEREFORE, be it resolved by the City of SEWARD, Nebraska:

1. The City hereby approves the conveyance and transfer of the Property to Meyco Holdings, LLC. in accordance with Nebraska law.

2. The Mayor of the City is hereby authorized per Seward Municipal Code Section 340-1.2(F) to execute a Purchase Agreement and warranty deed and to take all actions necessary to effectuate the transfer of the Property to Meyco Holdings, LLC

This has been approved as of the 4th day of March, 2025.

CITY OF SEWARD, NEBRASKA

By: \_\_\_\_\_  
Joshua Eickmeier, Mayor

ATTEST:

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

(Seal)

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the “Agreement”) is made and entered into on March \_\_\_\_, 2025, by and between City of Seward, Nebraska, a municipal corporation (the “Seller”), and MeyCo Holdings, LLC, a Nebraska limited liability company, or its assigns (the “Buyer”).

### RECITALS

A. Seller is the owner of certain real property (the “Property”) legally described as:

See attached Exhibit “A”.

B. Seller desires to sell and Buyer desires to acquire the property subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of, and based on, the foregoing Recitals and the mutual promises and agreements set forth below, the parties agree as follows:

1. Transfer of Property.

1.1 Sale and Purchase. At Closing (as hereinafter defined), Seller shall sell to Buyer, and Buyer shall purchase from Seller the Property.

1.2 Purchase Price and Payment. Buyer shall pay to Seller Three Thousand Seven Hundred Twelve and no/100 Dollars (\$3,712.00) (the “Purchase Price”), of which Five Hundred Dollars (\$500) (“Earnest Money Deposit”) shall be delivered to Title Services of Blue Valley (“Title Company”), upon execution of this Agreement, and the balance, without interest, shall be payable at Closing, subject to adjustments and prorations as herein provided.

1.3 Closing. The Closing of the purchase and sale of the Property shall take place on or before April 15, 2025, at the Title Company’s office located in Seward, Nebraska or at such other time, date and place as the parties may mutually agree (the “Closing”).

1.4 Title and Possession. Seller agrees to deliver at Closing a general warranty deed to the Property conveying to Buyer marketable title to the Property, free and clear of all mortgages, deeds of trusts, leases, encumbrances, liens, statutory rights or covenants, except for easements and restrictions of record that are acceptable to Buyer. Seller shall deliver possession of the Property to Buyer at the time of Closing.

1.5 Title Insurance. Prior to Closing, Seller shall furnish Buyer with a commitment for an owner's policy of title insurance with copies of all easements in the amount of Purchase Price, which insures marketable title to the Property, subject only to easements and restrictions of record that are acceptable or deemed acceptable to Buyer.

Absent timely objection, any easement or restriction identified in the commitment shall be deemed acceptable to Buyer. Seller shall have a reasonable period to cure any unacceptable easement or restriction. The premium for the owner's title insurance policy and the closing fee of the Title Company shall be divided equally between Seller and Buyer.

1.6 Taxes, Assessments, and other Costs. Seller shall be responsible for all taxes relating to the Property for the year preceding Closing and all prior years as well as all special assessments levied prior to Closing. Taxes relating to the Property for the calendar year when Closing occurs shall be pro-rated as of the date of Closing. Buyer shall pay the filing fee which becomes payable upon recordation of the warranty deed.

1.7 Purchase Agreement Preparation and Legal Representation. The cost of preparation of this Purchase Agreement shall be paid for by Seller, which shall be prepared by the law firm of Hoffschneider Law, P.C. LLO. Should Buyer choose to be represented by legal counsel, Buyer shall be responsible for all of Buyer's own attorney fees and costs charged to Buyer by Buyer's attorney.

1.8 Remonstrance Contingency. The Closing of this sale is contingent upon the City of Seward not receiving a remonstrance against this sale within 30 days after passage and publication of an ordinance directing the conveyance of the Property in accordance with the procedures set forth in Neb. Rev. Stat. § 16-202 and Seward Municipal Code § 340-1.2. If the City receives such a remonstrance, this Agreement shall be null and void and the Buyer shall be entitled to a full refund of Buyer's Earnest Money Deposit as Buyer's sole recourse against the City for its inability to convey the Property to the Buyer.

## 2. Representations and Warranties.

2.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

2.1.1 Hazardous Substances. Seller hereby represents that the Property does not contain any known substances deemed hazardous under any applicable Local, State and Federal laws and regulations. Seller specifically grants Buyer the right to conduct an environmental study at any time prior to Closing to determine whether any environmental hazards exist. Seller acknowledges that it has made such representations and that such representations are a material inducement to Buyer to enter into this Agreement. In the event hazardous substances are discovered on the Property, Buyer may terminate this Agreement by written notice to the Seller, and the Buyer shall receive a refund of all money deposited with the Title Company

2.1.2 Maintenance of the Property. Until possession is given to Buyer, Seller will keep and maintain the Property in as good condition as it now is, reasonable wear and tear excepted.

2.1.3 No Brokerage Agreement. Seller has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Buyer to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby. Seller acknowledges that Kelly R. Hoffschneider of Hoffschneider Law, P.C., LLO is a licensed real estate broker in the State of Nebraska, but has not been retained in that capacity.

### 3. Default

3.1 Default of Seller. If Buyer shall perform all of its obligations and terms of this Agreement, and Seller shall default in the performance of any of the terms and conditions of this Agreement, Buyer may elect to terminate this Agreement, and shall be entitled to a return of the Earnest Money Deposit under Paragraph 1.2 of this Agreement, and to pursue any other legal or equitable remedies against Seller, including, without limitation, a suit for specific performance.

3.2 Default of Buyer. If Seller shall perform all its obligations and terms of the Agreement, and Buyer shall default in the performance of any of the terms and conditions of this Agreement, the Seller may, at their option, elect to terminate the Agreement and receive and retain the Earnest Money Deposit under Paragraph 1.2 of this Agreement, and pursue any other legal or equitable remedies against Buyer, including, without limitation, a suit for specific performance.

### 4. Miscellaneous.

4.1 Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

4.3 Further Assurances. Each of the parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action, whether prior to or subsequent to Closing, as may be necessary to more effectively consummate the intent and purpose of this Agreement.

4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

4.5 Notices. All notices, requests, demands, objections and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or 48 hours after being mailed registered or certified mail, return receipt requested, postage prepaid, to the party at the following

address or to such other address as any party hereto may from time to time in writing designate to the other parties:

If to Seller: Greg Butcher, City Administrator  
City of Seward  
P.O. Box 38  
537 Main Street  
Seward, NE 68434

With a Copy to: Kelly R. Hoffschneider, City Attorney  
Hoffschneider Law, P.C., LLO  
1120 K Street, Suite 200  
Lincoln, NE 68508  
kelly@hoffschneiderlaw.com  
(402) 261-7677

If to Buyer: MeyCo Holdings, LLC  
c/o Kellen Meyer  
1982 N Imig Dr.  
Seward, NE 68434

4.6 Survival and Nonmerger. All terms, conditions, obligations, representations and warranties contained in this Agreement shall survive the execution hereof and the Closing hereunder, including, but not limited to, the execution and delivery of any deed related to the Property to be conveyed hereunder and shall not merge into any deed.

4.7 Time is of the Essence. For purposes of the respective obligations of the parties hereto, the parties agree that time is of the essence in the performance of their respective obligations hereunder.

4.8 Risk of Loss. All risk of loss and damage to the Property or other casualty until Closing is assumed by the Seller.

4.9 Severability. If for any reason whatsoever any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid, as applied to any particular case or in all cases, such circumstance shall not have the effect of rendering such provision invalid in any case as of rendering any other provision of this Agreement inoperative, unenforceable, or invalid.

4.10 Captions. The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions therein, or conditions thereof.

[SIGNATURES ON FOLLOWING PAGES]

**SELLER:**

City of Seward, Nebraska

By: \_\_\_\_\_  
Joshua Eickmeier, Mayor

**BUYER:**

MeyCo Holdings, LLC

By: \_\_\_\_\_  
Kellen Meyer, Manager

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

LOT 11, SEWARD RAIL CAMPUS PUD SECOND ADDITION, CITY OF SEWARD  
COUNTY, NEBRASKA.

2. Consideration of a Change Order in the Amount of \$4,547.95 and a Time Extension to the Construction Contract with Eriksen Construction for the 2024 Reverse Osmosis Improvements Project - City Engineer Oneby

**CHANGE ORDER NO.: 1**

Owner: City of Seward, NE  
 Engineer: Purpose Associates  
 Contractor: Eriksen Construction  
 Project: 2024 Reverse Osmosis Improvements

Owner's Project No.:  
 Engineer's Project No.: SENE2023A

Date Issued: 2/27/2025

Effective Date of Change Order:

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

- The requirement that the Procurement Contract with the RO equipment Supplier be "Assigned" to the General Contractor is being removed. See attached changes to Paragraph 1.01 of the Agreement between Owner and Contractor, to Paragraph 18.08.B of the Supplemental Conditions, to the Response to Question E of Appendix 1, and to the Response to Question A of Appendix 2.
- The Contract Price is being increased by \$4,547.95 to allow for additional electrical/controls wiring and conduit work, as shown in the attached Change Proposal Request #1.
- To account for the delay in equipment delivery, the Contract Time is being extended as follows: the Date of Substantial Completion from April 15 to June 17 (9 weeks), and the Date of Final Completion from May 15 to July 31 (11 weeks).
- To account for potential additional delay in equipment delivery, a provision is being added to calculate additional extension of the Contract Time. See attached addition of Paragraph 11.08.D to the Supplemental Conditions.

Attachments: Changes to Agreement Between Owner and Contractor for Construction Contract, Change Proposal Request #1

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>\$342,700</u>	Original Contract Times: Substantial Completion: <u>April 15, 2025</u> Ready for final payment: <u>May 15, 2025</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: <u>N/A</u> \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. 1: <u>No change</u> Substantial Completion: <u>No change</u> Ready for final payment: <u>No change</u>
Contract Price prior to this Change Order: \$ <u>\$342,700</u>	Contract Times prior to this Change Order: Substantial Completion: <u>April 15, 2025</u> Ready for final payment: <u>May 15, 2025</u>
<del>[Increase]</del> <del>[Decrease]</del> this Change Order: \$ <u>\$4,547.95</u>	<del>[Increase]</del> <del>[Decrease]</del> this Change Order: Substantial Completion: <u>9 Weeks</u> Ready for final payment: <u>11 Weeks</u>
Contract Price incorporating this Change Order: \$ <u>\$347,247.95</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>June 17, 2025</u> Ready for final payment: <u>July 31, 2025</u>

Recommended by Engineer (if required)  
 By: Dr. Adib Amini   
 Title: Project Manager  
 Date: 2-26-2025

Accepted by Contractor  
  
President  
2/26/25

Authorized by Owner  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Approved by Funding Agency (if applicable)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**CHANGES TO THE AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

To **Article 1 – Work** of the Agreement Between Owner and Contractor

1.01 Replace the following sentence:

“Note that major RO equipment has been pre-procured in a separate contract that will be assigned to the General Contractor who is awarded the present bid.”

With the sentence:

“Note that major RO equipment has been pre-procured in a separate contract with the Owner.”

**CHANGES TO THE SUPPLEMENTAL CONDITIONS**

To Article 11.08 *Change of Contract Times* of the Supplemental Conditions

SC-11.08 Add the following paragraph after Paragraph 11.08.C:

D. The Dates of Substantial Completion and Final Completion shall be extended by one day each for every day of delay in the delivery to the Site of all equipment items (major or minor) provided by the Supplier after March 1, 2025 in accordance with Article 4.05 of the General Conditions. For multiple equipment deliveries, the latest date shall apply. For multiple equipment deliveries, the added days shall be concurrent from March 1, 2025 and not additive or consecutive. The Dates of Substantial Completion and Final Completion shall be modified by Change Order in accordance with Article 11.08.A of the General Conditions.

To Article 18.08 *Assignment of Contract* of the Supplemental Conditions

SC-18.08 Delete Paragraph 18.08.B in its entirety.

**CHANGES TO ADDENDUM NO. 1**

To *Clarifications and Answers to Questions*

Item E. Delete the following sentence in its entirety:

“All such schedule requirements in the procurement documents will apply to and become the responsibility of the General Contractor as the procurement contract will be assigned to the General Contractor; however, ultimately the Substantial and Final Completion dates must be met to satisfy the contract and avoid liquidated damages.”

**CHANGES TO ADDENDUM NO. 2**

To *Clarifications and Answers to Questions*

Item A. Delete the following sentence in its entirety:

“After the bid, the procurement contract will be “assigned” to the General Contractor who is awarded this bid contract.”



# Eriksen Construction Co., Inc.

2546 South Hwy. 30 - P.O. Box 610 - Blair, Nebraska 68008-0610 - 402 / 426-3119 - Fax 402 / 426-3150

## Seward RO Unit Electrical Additions

Change Of Scope  
 Additional Work

Project: Seward RO Unit Date: 02/06/25

Request Made By: Eriksen Construction Job No.: 974

### Material & Equipment:

Material Work Sheet Factor Percentage \$ -  
Sub-Total Material & Equipment \$ -

### Equipment Rental

	Hours	Rate		
Track Crane	per hour	0	175.00	\$ -
Hydraulic Crane	per hour	0	175.00	\$ -
Rubber Tire Loader	per hour	0	110.00	\$ -
Telehandler	per hour	0	120.00	\$ -
Dozer	per hour	0	120.00	\$ -
Excavator	per hour	0	150.00	\$ -
Backhoe / Small Trackhoe	per hour	0	100.00	\$ -
Scissor Lift (equip only)	per hour	0	50.00	\$ -
Skidsteer	per hour	0	75.00	\$ -
Air Compressor / Hammer	per hour	0	30.00	\$ -
spider crane	per day	0	500.00	\$ -
Pick-up	per day	0	75.00	\$ -
Semi / Lowboy	per hour	0	110.00	\$ -
Welder	per hour	0	25.00	\$ -
single man lift	per day	0	100.00	\$ -
Small Tools	per day	0	30.00	\$ -
Roller compactor		0	30.00	\$ -
Sub-Total Equipment Rental				\$ -

### Labor & Burden - regular

	Hours	Rate		
Project Manager	2	110.00	\$	220.00
Superintendent	0	90.00	\$	-
Operator	0	70.00	\$	-
Ironworker	0	65.00	\$	-
Pipefitter-Carpenter	0	65.00	\$	-
Laborer	0	45.00	\$	-
Sub-Total Direct Labor	2		\$	220.00

### Labor & Burden - overtime

	Hours	Rate		
Project Manager	0	165.00	\$	-
Superintendent	0	135.00	\$	-
Operator	0	105.00	\$	-
Ironworker	0	97.50	\$	-
Pipefitter	0	97.50	\$	-
Laborer	0	67.50	\$	-
Sub-Total Direct Labor	0		\$	-

# Eriksen Construction Co., Inc.

2546 South Hwy. 30 - P.O. Box 610 - Blair, Nebraska 68008-0610 - 402 / 426-3119 - Fax 402 / 426-3150

## Seward RO Unit Electrical Additions

Change Of Scope  
 Additional Work

Project: Seward RO Unit Date: 02/06/25

Request Made By: Eriksen Construction Job No.: 974

### Labor Adjustments:

	Factor	Percentage		
Estimating	0	0.4%	\$	-
OSHA	0	0.6%	\$	-
Material Handling	0	0.43%	\$	-
Testing	0	0.35%	\$	-
Safety Program	0	0.35%	\$	-
Start-up	0	0.3%	\$	-
Punch List	0	0.3%	\$	-
Clean Up	0	0.31%	\$	-
Coordination	0	0.31%	\$	-
Schedule Revisions	0	0.63%	\$	-
Quality Control	0	0.04%	\$	-
Expediting	0	0.83%	\$	-
<b>Sub-Total Labor Adjustments</b>			\$	-

### Subcontractors

Holloway Electric	\$	3,734.76
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
<b>Sub-Total Subcontractors</b>	\$	<b>3,734.76</b>

### Project Expense:

	Factor	Percentage		
Administration Travel & Subsistence			\$	-
Job Office Expense			\$	-
Permit & Inspection Cost			\$	-
Postage Cost			\$	-
Project Administration ( % of cost)	0	2.00%	\$	-
Storage Facilities			\$	-
Telephone Expense			\$	-
Temporary Utilities			\$	-
<b>Sub-Total Project Expense</b>			\$	-

# Eriksen Construction Co., Inc.

2546 South Hwy. 30 - P.O. Box 610 - Blair, Nebraska 68008-0610 - 402 / 426-3119 - Fax 402 / 426-3150

## Seward RO Unit Electrical Additions

Change Of Scope  
 Additional Work

Project: Seward RO Unit Date: 02/06/25

Request Made By: Eriksen Construction Job No.: 974

### Modification Of Sub-Total Costs

Warranty	0.00%	\$	-
Interest On Delayed Rention	0.00%	\$	-
Extended Overhead (Project Extension)	0.00%	\$	-
Sub-Total Modifications		\$	-

### Sub-Total Of Subcontractors

Subcontractors		\$	3,734.76
Markup	15.0%	\$	560.21

### Sub-Total Of Self Perform

Labor		\$	220.00
Labor markup	15.0%	\$	33.00
Material		\$	-
Material markup	15.0%	\$	-
Equipment		\$	-
Equipment markup	15.0%	\$	-

**Sub-Total** \$ **4,547.97**

**Credits (Description)** <Deduct> \$ -

**Net Sub-Total (debits - credits)** \$ **4,547.97**

**Bond** n/a \$ -

**Total Amount This Modification** \$ **4,547.97**

Submitted by:

  
Eriksen Construction Co. Inc Date 2/6/25

Approved by:

\_\_\_\_\_  
Date

3. Consideration of Contract Agreement with Churchich Recreation for the Purchase of a Shade Structure for the City of Seward's Municipal Bandshell in the Amount of \$146,574.50 – City Administrator Butcher

**Job Number:** 24-6148  
**Job:** Seward Bandshell  
**Quote Name:** Quote-24-6148-SewardBandshell\_004  
**Quote Number:** Q-10383



**Prepared by:**  
 Amber Hildebrand-Singleton  
 amber@churchichrecreation.net

**Terms:** Equipment With Install: 50% due upon order. Installation: 25% deposit required at the time of equipment order, remainder due net 30 days after completion

**Total:** \$146,574.50

**Remit to:** Churchich Recreation  
 1312 17th St. PMB 71810  
 Denver, CO 80202

USA Shade Custom Joined 3pt Sail Structure. Labeled Option 4 on USA Shade Plan Sheet. The shade shelter must be purchased by the City of Seward in order to receive the Sourcewell Discount that has been applied.

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
EQUIP7	Custom Joined 3pt Sails. Labeled Option 4 on USA Shade Plan Sheet per NE1124DC18079-1004. Fabric Type Shadesure. No electrical provisions. Galvanized Cable/ HDW Finish, Drilled Pier Footing type. Recessed Base Plate. 115 MPH Max wind load. 5PSF Snow load. 00.04766-33-10	1	\$88,765.00	\$88,765.00	
EQUIP7	SOURCEWELL DISCOUNT (10%) Discount per contract #010521-LTS. City of Seward Member# 84684.	1	\$-8,876.50	\$-8,876.50	

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Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B24	USA Shade Freight. 00.0433-33	1	\$4,442.00	\$4,442.00	

Installation Services

Installation of Custom Joined 3pt Sail Structure. Sawcutting existing concrete not included in this line item. This proposal excludes: permit fees, relocation/repairs of any buried utilities including sprinkler system, repairs to concrete damaged during installation, necessary tree trimming, and fine grading, seeding, or sodding. Contractor will provide grading necessary to fill ruts and damage for smooth walking surface. Contractor will include the removal and reinstallation of benches as necessary for construction. Parking and partial street closure to the North of job site will be necessary from the City or others to facilitate semi-delivery, concrete delivery, and dirt removal.

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B24	Installation of Joined 3 pt Sails Shelter. Construct (2) 54 by 35 and (1) 60 by 56 sail structures (Includes two high lifts, required). Includes the estimated 2ft-6in by 12ft rebar cage footings. Quote may adjust based on final engineering. Sawcutting existing concrete not included in this line item. 00.00864-33	1	\$62,244.00	\$62,244.00	

**Total: \$146,574.50**

Installation Services

In the event we need to cut the existing concrete, this section may be necessary. This proposal excludes: permit fees, relocation/repairs of any buried utilities including sprinkler system, repairs to concrete damaged during installation, necessary tree trimming, and fine grading, seeding, or sodding. Contractor will provide grading

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necessary to fill ruts and damage for smooth walking surface. Contractor will include the removal and reinstallation of benches as necessary for construction. Parking and partial street closure to the North of job site will be necessary from the City or others to facilitate semi-delivery, concrete delivery, and dirt removal. All measurements will be field verified by installing contractor.

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B24	As Needed: saw-cutting of existing concrete pavement to accommodate USA Shade posts and footings and replacing concrete. Churchich Recreation and installing contractor are not responsible for any existing concrete cracking or breakage due to new construction. Churchich Recreation/installing contractor are not responsible for damage or relocation of buried utilities or sprinklers. All measurements will be field verified by installing contractor. 00.057-33	5	\$1,000.00	\$5,000.00	

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

**Please confirm or edit order information below.**

**End User Company:**

City Of Seward

**End User Contact:**

**End User Email:**

**Bill To Email:**

**Bill To:**

,  
,

Seward Bandshell  
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**Delivery Contact:**

Kelsey Moline

**Delivery Email:**

kelsey.moline@clarkenersen.com

**Delivery Phone:****Delivery Address:****Site Address:**140 N 5th St  
Seward**Customer Reference #:**

**This quotation and attached terms and conditions must be attached and included as an exhibit to any contract, which is entered into as a result of this quotation. Failure to do so will result in such contract being returned unsigned until these items have been included, thus delaying the processing of your order.**

**Equipment orders with Installation service:**

Continuous access will be provided to the installation crew for heavy equipment traffic without obstruction for installation of equipment, safety surfacing and any other materials or furnishings provided on this quotation throughout the installation. It is required that the site will be free of utilities and that excessive rock excavation will not be required and that the proper site grade has been completed prior to the arrival of the installation crew. Site photos will be required prior to dispatch of installation crew to jobsite. Confirmation of play pit dimensions per plans also required. Additional mobilization cost will be charged at a rate of \$2,850 per occurrence if site is not ready for the installation of the equipment. Core drilling or saw cutting of existing or new concrete or asphalt is not included unless specifically stated on the quotation and the installation of all furnishings and equipment not indicated as surface mount or portable should be scheduled for installation prior to concrete or asphalt construction or blocked out for in concrete forms.

**Owner/Contractor site preparation and installation notes and instructions:**

**WHERE RELEVANT, DO NOT INSTALL ANY SUBDRAINAGE OR BASE-PREP FOR UNITARY SURFACING UNTIL INSTALLATION OF ALL PLAYGROUND EQUIPMENT IS COMPLETE.**

Owner/Contractor will provide temporary safety/security fencing. (6' Chain link security fencing can be provided upon request at an additional cost.)

**Owner/Contractor delivery and receipt of shipment:**

- The Owner/Contractor will be notified 24 hours prior to delivery whenever possible.
- It is assumed that all materials can be delivered to the jobsite, and the Owner/Contractor will provide a secure location to store the equipment prior to installation. Installation price does not include transportation of materials from a secondary secure delivery location to job site. (Secure storage can be provided upon request at an additional cost.)
- Delivery does not include lift-gate service, unless otherwise indicated on the quotation.
- Our installers will provide receipt and unloading of equipment whenever possible, when installation of said equipment is part of the contract.
- Lead-times vary by manufacturer and are subject to change without notice. Please provide firm shipment schedules at time of order, delivery dates requested beyond 180 days are subject price increases from suppliers for materials and freight.

**Insurance:**

This proposal contains standard General Liability and Workers Compensation coverage. Professional Liability insurance is not applicable, and subsequently not available. Any waivers of subrogation and primary no-contributory endorsement requirements require additional premium to the provider. Any additional such charges to our policies as a result of the awarding of a contract based upon this proposal will be passed through to you at your additional expense.

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**Quotation does NOT include the following**

:  
taxes, prevailing wages, permits, state or local approvals, performance/payment bond, engineering seals, testing, site preparation (to include demo/disposal of existing equipment & surfacing etc.), flatwork, crusher fines, or storage of equipment, security, fencing, or landscaping! Unless specifically stated on the quotation.

**Order and Payment Terms:**

Please make all orders payable to:

**Churchich Recreation, LLC.**

All orders require tax-exempt certificate. All applicable tax will be added to final invoice.

Payment terms: Standard terms (on approved credit), unless otherwise noted are Equipment: 50% due upon order, 50% due net 30 days after ship date, subject to approval by Miracle Playsystems Credit Manager. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Installation Services: 25% deposit is required at the time of equipment order, balance of the installation will be billed upon completion, due net 30 days. Retainage not accepted. Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle Playsystems maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card convenience fee is 3.5% which will be added to all credit card charges.

Quotation is valid for 30 days..

**Failure to comply with these terms and conditions will result in additional charges or contract change orders. Please contact our office with any questions concerning the attached quotation or terms and conditions, or if any additional services are required for your Project.**

**Thank you for the opportunity to provide this quotation.**

I hereby authorize Churchich Recreation, LLC. to ship the equipment listed above, and complete the specified tasks, for which I agree to pay the total amount specified. I acknowledge that I have read and agreed to the Terms and Conditions. Payment terms are 50% Deposit, Balance Net-30 days from invoice date with approved credit. RETAINAGE WILL NOT BE ALLOWED. Non-taxable customers must provide a proper tax exemption certificate to Churchich Recreation at the time of order or tax will be added to the final invoice. Purchase orders and contracts should be made to the order of Churchich Recreation, LLC, PO Box 1174, Niwot, CO, 80544. All Payment should be mailed to Churchich Recreation, LLC, 1312 17th St. PMB 71810, Denver, CO 80202.

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4. Consideration of General Administration Agreement and Construction Management Agreement with Southeast Nebraska Development District (SENDD) for CDBG Project 24ED001 DARI Processing Project - Worthman Boulevard Improvements - City Administrator Butcher



February 19, 2025

Mayor Joshua Eickmeier  
 City of Seward  
 537 Main St  
 Seward, NE 68434  
[Josh.Eickmeier@nebraska.gov](mailto:Josh.Eickmeier@nebraska.gov)

**RE: Notice of Approval (NOA)**  
**Seward 24ED001 DARI Processing LLC - Street Improvement**  
 Economic Development Opportunity  
 Community Development Block Grant (CDBG) Application / Program Year 2024  
 CDBG Award # 24ED001

[Federal Agency: United States Department of Housing and Urban Development/ALN #: 14.228]  
 [ALN Title: Community Development Block Grant (CDBG)]  
 [Funding Source: State of Nebraska – Department of Economic Development – CDBG Revolving Loan Fund]

Dear Mayor Eickmeier:

I am pleased to inform you that the Nebraska Department of Economic Development (“Department” or “DED”) has selected the City of Seward for a preliminary award of federal funding made available to DED by the U.S. Department of Housing and Urban Development (“HUD”) through the State CDBG Program.

This notice follows the jurisdiction’s successful submission of application materials describing a project that is anticipated to be eligible for CDBG Economic Development (“CDBG ED” or “ED”) funding (“Application”). Under this funding opportunity, awards are intended to assist businesses which expand the state’s economic base and create quality jobs primarily benefiting employees in the low- and moderate-income levels.

Subject to further terms and conditions summarized herein and described in the forthcoming subrecipient agreement (“SRA”), DED intends to provide CDBG funds for the activities as described in your Application (“Project”), which involves:

CDBG APPLICATION SUMMARY INFORMATION	
<b>PROJECT NAME</b>	Seward 24ED001 DARI Processing LLC - Street Improvement
<b>FUNDING OPPORTUNITY</b>	Economic Development
<b>AWARD AMOUNT</b>	up to \$1,015,000.00
<b>APPLICANT NAME</b>	Village of Seward
<b>APPLICANT UEI NUMBER</b>	J4W3U1KNAE76
<b>AUTHORIZED REPRESENTATIVE</b>	Joshua Eickmeier, Mayor
<b>LOCAL CONTACT</b>	Greg Butcher, City Administrator
<b>APPLICATION PREPARER</b>	Kelly Gentrup, SENDD
<b>ACTIVITY TYPE(S)</b>	Infrastructure Street Improvements to Benefit a For-Profit Business
<b>NATIONAL OBJECTIVE</b>	<input checked="" type="checkbox"/> LMJ
<b>PROJECT SERVICE AREA</b>	City of Seward
<b>BENEFICIARIES</b>	<i>Detailed in the forthcoming SRA</i>



## YOUR NEXT STEPS AND DED CONTACT INFORMATION:

Additional action is required before you proceed with the project and achieve Release of Funds (“ROF”). Those next steps are summarized below. Moreover, **in the event you withdraw from this award prior to receiving a ROF letter**, DED reserves the right to determine the amount of funds that require recapture from the jurisdiction for any incurred administrative costs.

**This letter also serves as a reminder of Environmental Clearance notification as of November 5, 2024**, provided to the City for completion of the Environmental Review Record (“ERR”). This notification was based on meeting the National Environmental Policy Act of 1969 (“NEPA”), and other provisions of federal law as specified in 24 C.F.R. Part 58 and in accordance with the ERR special condition of the SRA. The level of review for this project required the completion of an “Environmental Assessment” (or “EA”). At that time, the letter indicating environmental clearance noted several required mitigation measures (that also require contractual inclusion).

**The City was previously authorized, as of November 5, 2024, to incur costs for the project.** Costs incurred on and after such date will be considered part of this project and reimbursable under the administrative contract for the project—provided such costs were for eligible activities and were undertaken in compliance with the requirements of 24 C.F.R. Part 58 (which HUD regulation addresses compliance with the National Environmental Policy Act of 1969). Costs incurred are, and will remain, the sole responsibility of the City, unless and until the City achieves a ROF from the Department.

## APPLICATION EXHIBITS REVIEWED REQUIRE RESPONSES

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Upon review of the application exhibits in your submission, no additional action (e.g., revision) is required.

## SUBRECIPIENT AGREEMENT

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Your DED Program Representative will transmit the subrecipient agreement (SRA) using DocuSign, or similar electronic signature software, to the individuals identified on your application. **If you have questions concerning the agreement, please contact your program representative prior to signing. Once executed, changes can only be made via amendment procedures.** Once you’ve received the SRA, prior to signing, give careful review to the provisions, especially:

- the designated *national objective* and *proposed beneficiaries* under item “RECITALS” of the subrecipient agreement. The national objective, the beneficiary type, and proposed beneficiaries are to be maintained throughout the duration of the project and reported in the semi-annual project status reports.
- the funds table included in PART III. §3.01 “SOURCES AND USES OF FUNDS”. The sources and uses (i.e., activities) become the approved project budget.

## RECIPIENT GRANT MANAGER & CONDITIONS FOR RELEASE OF FUNDS

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Your SRA will detail the conditions for ROF, including identification of a Recipient Grant Manager (RGM). The City will be able to draw down CDBG funds after signing and returning the SRA and submitting all Special Conditions documents. Our Department will issue a ROF letter to the City after all required documents are received.

To assist you in satisfying the conditions of the SRA, please refer to the forms, instructions, and the CDBG Administration Manual available on the Department’s website: <https://opportunity.nebraska.gov/programs/community/CDBG> and/or within the Department’s grant management system, AmpliFund.

## DED PROGRAM REPRESENTATIVE

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If you have any questions regarding this information, contact your Program Representative, Tom Stephens at (402) 471-6587, (800) 426-6505, or by email at [tom.stephens@nebraska.gov](mailto:tom.stephens@nebraska.gov). The principal contact for all grant related matters is your Program Representative.

Again, we congratulate you on a successful CDBG application and look forward to working with you in carrying out your project. We sincerely appreciate your continued partnership in delivering on the state's community development efforts. Projects like yours are vital to the success of Nebraska communities and the CDBG program.

Sincerely,

*Nicole Bartels*

Nicole Bartels  
Community Development Manager  
Nebraska Department of Economic Development

cc (email): Brett Rusher, Chief Financial Officer, DARI Processing, LLC  
Greg Butcher, City Administrator, City of Seward  
Jonathan Jank, President & CEO, Seward County Chamber & Development Partnership  
Kelly Gentrup, Certified Administrator, Southeast Nebraska Development District  
@DED→Kris Benson, Economic Development Consultant; CDBG file(s)

*Individuals who are hearing and/or speech impaired and have a TTY, may contact the Department through the Statewide Relay System by calling (711) INSTATE (800) 833-7352 (TTY) or (800) 833-0920 (voice). The relay operator should be asked to call DED at (800) 426-6505 or (402) 471-3111. Additional information is at the Nebraska Relay website <http://www.nebraskarelay.com/>. Nebraska Relay offers Spanish relay service for our Spanish-speaking customers. Spanish-to-Spanish (711) or 1-888-272-5528/ Spanish-to-English (711) or 1-877-564-3503. Nebraska le ofrece el servicio de relevo a nuestros clientes en español. Los consumidores de TTY pueden escribir por máquina en español y las conversaciones serán retransmitidas en español y inglés.*

# Seward 24ED001 DARI - Notice of Approval

Final Audit Report

2025-02-19

Created:	2025-02-19
By:	Tom Stephens (tom.stephens@nebraska.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2mrkkB74wHXffOjFfEtHAD8HH0tXGCib

## "Seward 24ED001 DARI - Notice of Approval" History

-  Document created by Tom Stephens (tom.stephens@nebraska.gov)  
2025-02-19 - 4:30:24 PM GMT
-  Document emailed to Nicole Bartels (nicole.bartels@nebraska.gov) for signature  
2025-02-19 - 4:30:31 PM GMT
-  Email viewed by Nicole Bartels (nicole.bartels@nebraska.gov)  
2025-02-19 - 4:30:55 PM GMT
-  Document e-signed by Nicole Bartels (nicole.bartels@nebraska.gov)  
Signature Date: 2025-02-19 - 4:31:44 PM GMT - Time Source: server
-  Agreement completed.  
2025-02-19 - 4:31:44 PM GMT

A. General Administration Agreement with SENDD

**GENERAL ADMINISTRATION AGREEMENT  
SEWARD ECONOMIC DEVELOPMENT | 24ED001**

**THIS AGREEMENT** made and entered into by and between the **City of Seward, Nebraska** (hereinafter referred to as the City) and **Southeast Nebraska Development District**, (hereinafter referred to as the Consultant).

**WITNESSES THAT:**

**WHEREAS**, the City, 537 Main Street, Seward, NE 68434 and the Consultant, 7407 O St., Lincoln, NE 68510, are desirous of entering into a contract to formalize their relationship, and

**WHEREAS**, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

**WHEREAS**, the City, as part of its 2024 CDBG grant agreement with the Department, under contract number **24ED001**, has been awarded CDBG funds for the purposes set forth herein, and

**WHEREAS**, the Scope of Work included in this contract is authorized as part of the City's approved CDBG program, and

**WHEREAS**, it would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

**1. Services to be Provided by the Parties**

- a. The Consultant shall complete, in a satisfactory and proper manner as determined by the City, the work activities described in the Scope of Work (**Attachment "A"**).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 Compensation below.

## **2. Time of Performance**

The effective date of this contract shall be **February 19, 2025**. The termination date of the contract shall coincide with the issuance of the **Certificate of Completion** by the Nebraska Department of Economic Development (NDED).

## **3. Compensation**

The City shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. Use of cost-plus or percentage of cost basis is not allowable. In no event shall the total amount reimbursed by the City exceed the sum of **\$10,000.00** (Ten Thousand Dollars). Reimbursement under this contract shall be based on billings that are supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is also understood that this contract is funded in whole or in part with funds through the State of Nebraska Community Development Block Grant Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs.

## **4. Record Maintenance, Record Retention, and Access to Records**

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR §200.300–345 and any such procedures that the City or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of ten years after the final audit of the City's CDBG project unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, the Department, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

## **5. Relationship**

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

## 6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except:
  - i. Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
  - ii. If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
  - iii. In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.
  
- b. Termination for Cause:** The City may terminate its contract with the Consultant if the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:
  - i. The lack of compliance with the provisions of this contract are of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
  - ii. The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;
  - iii. The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and

thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

**c. Termination for Other Grounds:** This contract may also be terminated in whole or in part:

- i. By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
- ii. If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- iii. In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- iv. The City may terminate this contract at any time giving at least 10-days' notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

## **7. Changes, Amendments, Modifications**

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the City and the Consultant shall be incorporated in written amendments to this contract.

## **8. Personnel**

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the City.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

### **9. Assignability**

The Consultant shall not assign any interest on this contract and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the City thereto: Provided, however, that claims for money by the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

### **10. Reports and Information**

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

### **11. Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

### **12. Copyright**

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

### **13. Compliance With Local Laws**

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

#### **14. Title VI of the Civil Rights Act of 1964**

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **15. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

#### **16. Build America, Buy America Act (BABA).**

The City must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the City's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The City shall include this BABA clause in any procurement bid/contract documents to ensure BABA compliance by subrecipients, developers and/or contractors.

#### **17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities**

- a.** The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment arising in connection with Section 3 projects are provided to Section 3 workers (as defined in 24 CFR Part 75) within the metropolitan area (or nonmetropolitan county) in which the project is located and contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing in the metropolitan area (or nonmetropolitan county) in which the project is located.
- b.** The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.

- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

#### **18. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101 et. seq.)**

No person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

#### **19. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)**

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

#### **20. Executive Order 11246, As Amended**

This Order applies to all federally assisted construction contracts/subcontracts (that exceed \$10,000) and non-construction/service contracts and subcontracts (that exceed \$50,000). The Subrecipient and subcontractors, if any, will not discriminate

against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

## **21. Conflict of Interest 2 CFR §200.318**

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

## **22. Audits and Inspections**

The City, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the City, DED, the State Auditor and HUD

## **23. Hold Harmless**

The Consultant agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

## **24. Governing Law**

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this Agreement, shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this agreement are identified as follows:

**ATTACHMENT "A"**

**SCOPE OF WORK and FEES** for SEWARD, NEBRASKA for GENERAL ADMINISTRATION consisting of 1 pages.

**IN WITNESS WHEREOF**, the City and the Consultant have executed this contract agreement as of the date and year last written below.

**CITY (City of Seward)**

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

Printed Name: Joshua Eickmeier

Title: Mayor

Address: 537 Main Street, Seward, NE 68434

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

**CONSULTANT (Southeast Nebraska Development District)**

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

Printed Name: Tom Bliss

Title: SENDD Executive Director

Address: 7407 O St, Lincoln, NE 68510

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

**APPROVED as to legal form:**

City Attorney

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

Printed Name:

Title: City Attorney

Address:

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

## **Exhibit A - SENDD Scope of Work and Fees**

The consultant shall complete, in a professional timely manner, the following services relative to the Applicant's Community Development Block Grant project. Such actions shall be performed in a manner prescribed by the Nebraska Department of Economic Development.

### **General Administration**

#### **1. Contract Documents**

- 1.1. Ensure execution of the DED Contract Agreement (prepared by DED)
- 1.2. Preparation and execution of SENDD Professional Services Agreement
- 1.3. Preparation and execution of SENDD's Construction Management Contract
- 1.4. Ongoing maintenance of physical and digital files to ensure compliance
- 1.5. Amplifund Management
- 1.6. Preparation of contract extensions or budget amendment requests (if applicable)
- 1.7. Ensure execution of consultant Procurement & Contract (prepared by engineer)

#### **2. Special Conditions/Environmental Review**

- 2.1. Preparation, execution, and submission of Special Conditions documents including:
  - 2.1.1. Excessive Force
  - 2.1.2. Procurement Procedures & Code of Conduct
  - 2.1.3. Financial Management Certification
  - 2.1.4. Certifying Grant Administrator Letter
  - 2.1.5. Authorization to Request Grant Funds
  - 2.1.6. Limited English Proficiency (LEP)
  - 2.1.7. Fair Housing letter
- 2.2. Preparation, execution, and submission of Environmental Review including:
  - 2.2.1. Determination of Level of Review
  - 2.2.2. Statutory Checklists
  - 2.2.3. Other Requirements
  - 2.2.4. Agency contact letters
  - 2.2.5. Notice of Intent to Request Release of Funds (NOI-RROF)
  - 2.2.6. Communication with History Nebraska (State Historic Preservation Office)
  - 2.2.7. Tier II's (for Downtown Revitalization projects)
- 2.3. Ongoing maintenance of physical and digital files to ensure compliance
- 2.4. Amplifund Management

#### **3. Financial Management**

- 3.1. Preparation of expense ledger
- 3.2. Cost Documentation, including review of project and admin invoices
- 3.3. Preparation of drawdowns related to project and administrative services
- 3.4. Amplifund Management
- 3.5. Ensure reconciliation of deposits are completed including request of bank statements and canceled checks (to be done by the Grantee and related matters)
- 3.6. Amplifund Management

3.7. Ongoing maintenance of physical and digital files to ensure compliance

**4. Local Advisory Committee**

4.1 Attending any meetings related to the project; includes with municipality, engineer, contractors, and businesses

4.2 Amplifund Management

4.3 Ongoing maintenance of physical and digital files to ensure compliance

**5. Periodic Reports & Monitoring**

5.1. Preparation of project status reports

5.2. Preparation of Job Creation reports and ensuring maintenance of baseline employees, if applicable

5.3. Identification of project impact(s)

5.4. Other performance report requirements

5.5. Ongoing maintenance of physical and digital files to ensure compliance

5.6. Amplifund Management

**6. Fair Housing & Civil Rights**

6.1. Ensuring compliance of Civil Rights by reviewing language in contracts,

6.2. Ensuring completion of Fair housing activities,

6.3. Ongoing maintenance of physical and digital files to ensure compliance

6.4. Amplifund Management

**7. Public Participation**

7.1. Preparation of public hearing notices including second public hearing and any public hearings needed throughout the course of the project

7.2. Ongoing maintenance of physical and digital files to ensure compliance

7.3. Amplifund Management

**8. Correspondence & Notes**

8.1. Correspondence with award recipient, engineer, contractors, businesses or any individual/organization related to grant administration

8.2. Preparing summary of meetings

8.3. Ongoing maintenance of physical and digital files to ensure compliance

8.4. Amplifund Management

**9. Audit & Close Out**

9.1. Continue ensuring compliance with CDBG Regulations and Uniform Administrative Requirements;

9.2. Cost Principles;

9.3. Preparation of Notification of Annual Audits; and

9.4. Preparation of close-out documents, including -

9.4.1. Risk Analysis Checklist

9.4.2. Financial Financials

- 9.4.3. Final Project Status Report
- 9.4.4. Final Wage Compliance review
- 9.5. Final review of physical and digital files to prepare for monitoring
- 9.6. Amplifund Management

**10. Other fees**

- 10.1. Mileage and travel expenses related to attending project related meetings
- 10.2. Copies
- 10.3. Postage
- 10.4. Miscellaneous fees that relate to administrative services

**Fees Schedule**

For performing the Services specified above, the City agrees to pay the Consultant according to the service rate listed below. The service rate is subject to review and adjustment by the Consultant's Board of Directors on a quarterly basis. Adjusted rates will be submitted to the City as well as the Nebraska Department of Economic Development (NDED). The total value of the compensation is up to the amount listed in Section 3 of the agreement, but will be executed in increments based on and work time and material basis, unless otherwise approved by NDED.

Consultant Service Rate: \$140.00 per hour for SENDD members in good standing.

B. Construction Management Agreement with SENDD

**CONSTRUCTION MANAGEMENT AGREEMENT  
Seward Economic Development | 24ED001**

**THIS AGREEMENT** made and entered into by and between the **City of Seward, Nebraska** (hereinafter referred to as the City) and **Southeast Nebraska Development District**, (hereinafter referred to as the Consultant).

**WITNESSES THAT:**

**WHEREAS**, the City, 537 Main Street, Seward, NE 68434 and the Consultant, 7407 O St., Lincoln, NE 68510, are desirous of entering into a contract to formalize their relationship, and

**WHEREAS**, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

**WHEREAS**, the City, as part of its 2024 CDBG grant agreement with the Department, under contract number **24ED001**, has been awarded CDBG funds for the purposes set forth herein, and

**WHEREAS**, the Scope of Work included in this contract is authorized as part of the City's approved CDBG program, and

**WHEREAS**, it would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

**1. Services to be Provided by the Parties**

- a. The Consultant shall complete, in a satisfactory and proper manner as determined by the City, the work activities described in the Scope of Work (**Attachment "A"**).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 Compensation below.

## **2. Time of Performance**

The effective date of this contract shall be **Date of Release of Funds**. The termination date of the contract shall coincide with the agreement performance end date between the City and NDED as either stated in the original "Subrecipient Agreement" or as later amended by an approved extension.

## **3. Compensation**

The City shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. Use of cost-plus or percentage of cost basis is not allowable. In no event shall the total amount reimbursed by the City exceed the sum of **\$5,000.00** (Five Thousand Dollars). Reimbursement under this contract shall be based on billings that are supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is also understood that this contract is funded in whole or in part with funds through the State of Nebraska Community Development Block Grant Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs.

## **4. Record Maintenance, Record Retention, and Access to Records**

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR §200.300–345 and any such procedures that the City or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of ten years after the final audit of the City's CDBG project unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, the Department, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

## **5. Relationship**

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the City and nothing

contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

## **6. Suspension, Termination and Close Out**

If the Consultant fails to comply with the terms and conditions of this contract the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except:
  - i.** Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
  - ii.** If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
  - iii.** In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.
- b. Termination for Cause:** The City may terminate its contract with the Consultant if the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:
  - i.** The lack of compliance with the provisions of this contract are of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
  - ii.** The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;

- iii. The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

**c. Termination for Other Grounds:** This contract may also be terminated in whole or in part:

- i. By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
- ii. If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- iii. In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- iv. The City may terminate this contract at any time giving at least 10-days' notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

## **7. Changes, Amendments, Modifications**

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the City and the Consultant shall be incorporated in written amendments to this contract.

## **8. Personnel**

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the City.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

## **9. Assignability**

The Consultant shall not assign any interest on this contract and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the City thereto: Provided, however, that claims for money by the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

## **10. Reports and Information**

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

## **11. Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

## **12. Copyright**

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

## **13. Compliance With Local Laws**

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the City harmless with

respect to any damages arising from any tort done in performing any of the work embraced by this contract.

#### **14. Title VI of the Civil Rights Act of 1964**

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **15. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

#### **16. Build America, Buy America Act (BABA).**

The City must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the City's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The City shall include this BABA clause in any procurement bid/contract documents to ensure BABA compliance by subrecipients, developers and/or contractors.

#### **17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities**

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment arising in connection with Section 3 projects are provided to Section 3 workers (as defined in 24 CFR Part 75) within the metropolitan area (or nonmetropolitan county) in which the project is located and contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing in the metropolitan area (or nonmetropolitan county) in which the project is located.
- b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they

are under no contractual or other disability which would prevent them from complying with these provisions.

- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

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This Order applies to all federally assisted construction contracts/subcontracts (that exceed \$10,000) and non-construction/service contracts and subcontracts (that exceed \$50,000). The Subrecipient and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

## **21. Conflict of Interest 2 CFR §200.318**

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

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## **23. Hold Harmless**

The Consultant agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

## **24. Governing Law**

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising

out of, or relating to this Agreement, shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this agreement are identified as follows:

**ATTACHMENT "A"**

**SCOPE OF WORK and FEES** for SEWARD, NEBRASKA for CONSTRUCTION MANAGEMENT consisting of 1 pages.

**IN WITNESS WHEREOF**, the City and the Consultant have executed this contract agreement as of the date and year last written below.

**CITY (City of Seward)**

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

Printed Name: Joshua Eickmeier

Title: Mayor

Address: 537 Main Street, Seward, NE 68434

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

**CONSULTANT (Southeast Nebraska Development District)**

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

Printed Name: Tom Bliss

Title: SENDD Executive Director

Address: 7407 O St, Lincoln, NE 68510

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

**APPROVED as to legal form:**

City Attorney

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

Printed Name:

Title: City Attorney

Address:

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

## **Attachment A - SENDD Scope of Work and Fees**

The consultant shall complete, in a professional timely manner, the following services relative to the Applicant's Community Development Block Grant project. Such actions shall be performed in a manner prescribed by the Nebraska Department of Economic Development.

### **Construction Management**

#### **1. Construction & Labor Standards**

- 1.1. Ensuring Labor Standards Compliance including review of
  - 1.1.1. weekly payrolls,
  - 1.1.2. wage rates,
  - 1.1.3. requests for bidders,
  - 1.1.4. wage restitution, if necessary and
  - 1.1.5. employee interviews
- 1.2. Conducting employee interviews
- 1.3. Assistance in the Procurement Process (if applicable) related to the review of
  - 1.3.1. Bid Packages
    - 1.3.1.1. Ensuring labor standard language is included in bid package document
  - 1.3.2. Quotes from contractors and vendors
- 1.4. Recommendation of successful proposals or bids

### **Fees Schedule**

For performing the Services specified above, the City agrees to pay the Consultant according to the service rate listed below. The service rate is subject to review and adjustment by the Consultant's Board of Directors on a quarterly basis. Adjusted rates will be submitted to the City as well as the Nebraska Department of Economic Development (NDED). The total value of the compensation is up to the amount listed in Section 3 of the agreement, but will be executed in increments based on and work time and material basis, unless otherwise approved by NDED.

Consultant Service Rate: \$140.00 per hour for SENDD members in good standing.

5. Discuss Claims Presented for Mailbox Damage Following Snow Removal from Streets -  
City Administrator Butcher



---

P.O. Box 38, 537 Main Street, Seward, Nebraska 68434. Phone: 402-643-2928. Fax: 402-643-6491. [www.CityofSewardNE.gov](http://www.CityofSewardNE.gov)

Date: February 24, 2025

To: *City Council*

From: *City Administration*

**Re: Mailbox Claims from February 2025 Snowstorms**

As a result of pushing snow from covered streets, the City has been notified of damage to personal mailboxes throughout the City. Previous practice has been that the Council has considered these claims and approved the payment of a flat rate. The flat rate has never been formally established by policy; however, the most recent approvals came on 2/6/24 in the amount of \$75.00 per claim. The submitted claims have been attached to this memorandum.

The following list has been submitted for consideration and has been verified by Street Superintendent Miers as valid claims:

- Craig Hanes, 228 Maple Avenue

**It is expected there may be additional claims to be considered at a future Council meeting.**



CITY OF SEWARD NEBRASKA  
537 MAIN ST  
PO BOX 38  
SEWARD, NE 68434-0038

PH: 402-643-2928  
FAX: 402-643-6491

**CLAIM FORM**

**CONTACT INFORMATION**

Name: Craig Hanes Home Phone: 402-643-0041  
 Address: 228 MAPLE STREET Business Phone: 402-446-6287  
 Date & Time of Incident: 2/12/25 - 9:30 a.m.? Cell Phone: 402-643-0041  
 Location of Incident: Mailbox - Front yard Email: Craig-hanes@live.com  
 Type of Incident:  Injured Person  Property Damage  Automobile Accident (Check all that apply)

**INJURED PERSON**

Occupation: \_\_\_\_\_ Employed by: \_\_\_\_\_  
 Did you see a doctor? Yes  No  Doctor's Name: \_\_\_\_\_  
 Were you hospitalized? Yes  No  Hospital: \_\_\_\_\_  
 Describe Incident (nature & extent of injury): \_\_\_\_\_  
 \_\_\_\_\_  
 Any Witnesses? \_\_\_\_\_

**PROPERTY DAMAGE**

List Property Damaged: Mailbox  
 Age of damaged property: 10 years Estimated cost of repair: \$100.00  
 How was the property damaged? The city plow truck hit it with the plow blade, mailbox was broken.

**AUTOMOBILE ACCIDENT**

Driver, if other than owner: \_\_\_\_\_  
 Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
 Estimated cost of repair: \_\_\_\_\_ Business Phone: \_\_\_\_\_  
 Vehicle: (year, make, model) \_\_\_\_\_ Police Notified? Yes  No   
 Your description of the accident: \_\_\_\_\_

**INSURANCE INFORMATION**

Amount of Claim: \_\_\_\_\_ (COPIES OF BILLS MUST BE ATTACHED VERIFYING AMOUNT OF CLAIM)  
 Your Insurance Company: \_\_\_\_\_ Your Insurance Agent: \_\_\_\_\_  
 Insurance Company Phone: \_\_\_\_\_ Insurance Agent Phone: \_\_\_\_\_  
 Did you report a claim? Yes  No  Did you receive payment? Yes  No  Deductible: \_\_\_\_\_

**ADDITIONAL INFORMATION**

Any other pertinent information: (write on back if more space needed) photo of mailbox if needed  
 \_\_\_\_\_  
 Explain why you feel the City of Seward is responsible: The city owned plow truck hit my personal property "mailbox". The driver of the plow truck is employed by the city. Therefore the city is responsible for the damages.

SIGNATURE OF CLAIMANT: Craig Hanes DATE: 2/13/25

6. Update on the Wellness Center - Executive Director Brase  
**CITY ADMINISTRATOR'S REPORT**

## **CITY ADMINISTRATORS REPORT – 3/4/25**

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

- Monitoring a number of street projects including: East Seward (final items), design on East Hillcrest, drainage near Park Street & Bradford Street (punch list), Highway 15 Watermain (punch items) and Highway 15 Reconstruction (construction/winter shutdown); design of 5<sup>th</sup> and Bradford/Roberts Drainage, Design of Lindell and Jackson Reconstruction.
- Water Tower project underway, paint coat issues have led to substantial delays. Painting will likely resume in Spring 2025. Review of plan documents to resolve paint issues. Met with Olsson and Maguire to resolve items in person.
- Working with Wellness Center Executive Director Brase on numerous items and follow ups, construction meeting held.
- Worked with Kelly Hoffschneider to work on a number of real estate items related to the Rail Campus, tower leases, and related legal matters.
- Caselle accounting system project conversion implementation.
- Attended Caselle training for online portal with Department Heads.
- Met with Electric Department Line Crew Chief regarding open positions.
- Review of a few Volunteer Fire Department Items with Chief Mifflin including Microsoft Teams signup.
- Review significant items related to LB 840 application for 6<sup>th</sup> Street Café. Completed additional follow up items.
- Held LB 840 Meeting.
- Held CARC meeting.
- Check in meeting with Building and Zoning Staff.
- Attended Turf project meeting with Dave Kumm and Dr. Josh Fields to discuss how to move forward with funding, fundraising, and final design.
- Fulfilled a public records request related to the Park Avenue Project.

### **Police Department**

- Officer Samek attending Crime Scene training
- Caselle training
- Juvenile Comprehensive Plan Meeting
- Taser training
- 4<sup>th</sup> of July Committee meeting

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

- Annual Appreciation Event
- Facility Director & Recreation Director: Offers Sent Out
- Current Open Positions: Custodian-Library (apps under review)
- Leadership Training: Brainstorm ideas for Spring 2025 Training
- Revisions to Safety Manual: First draft done by Friday PM

### **Water/Wastewater Department**

- G.E. to fix 247 N 8<sup>th</sup>
- Fix water main lead at intersection of 2<sup>nd</sup> and Moffitt Streets
- Risk and Resilience Assessment
- Water and Wastewater Sector Threat Briefing Thursday 1pm-3pm
- Clarifier Cleaning
- NPDES Sampling

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

- Will meet with new custodians on Thursday
- Hang bathroom dividers back up at four plex
- Taking the field tarp off baseball field
- Zach, Josiah, and Aaron are going to Odey's clinic on Friday
- Help set up the City Banquet on Friday

### **Civic Center**

- Front rail is out and new one is being installed, ramp rail is complete except for cables and part of the top piece
- Room 3 is finished, getting cleaned out and ready for use by Chamber of Commerce staff
- Painting basement walls over the next 2 weeks

### **Electric Department**

- Fix several streetlights
- Work on Ash Street SCADA
- Drop overhead service for tree trimmer on 1011 Jackson
- Switch out 2<sup>nd</sup> Street Sub and do breaker maintenance
- Vehicle maintenance

### **Street Department**

- Open up storm drains from snow
- Sign replacement
- Snow and ice removal as needed

### **Library**

- NLA planning committee Zoom Call
- Boy Scout troop tour
- Big Talk from Small Libraries webinar
- Planning for Summer 2025, including finding program sponsors
- Shutting down Connect Seward as a nonprofit 501(c)(3) entity

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

- Planning Commission – March – Update Special Use Permit for new Alps Bark Park owner
- Snow complaints – E Seward St, a number of properties along Hwy 34, new sidewalk along S 6<sup>th</sup> Street east side
- Sidewalk Program – getting social media and documents prepared
- Code updates – March 18 CC meeting tentatively
- Café on 6<sup>th</sup> Street – Working with Fire Marshal on compliance and inspections

### **Engineering**

- Levee Pump Station – design revisions
- Plum Creek Bridge – review public outreach documents
- Bradford Storm Sewer Improvement – relay sanitary service for 247 N 8<sup>th</sup> Street
- Hwy 15 Reconstruction – grinding high spots Thursday & Friday
- Project Move – coordination with DARI on storm sewer, water main extension, fire flow
- WTP 3<sup>rd</sup> RO Skid – Change Order
- Seward County One and Six Plan
- Jackson/Lindell/E. Seward – review Schemmer amendment re: 2<sup>nd</sup> & Jackson

### **Finance Department**

- Finishing up payroll items with Caselle
- Working on miscellaneous Caselle items
- Department Heads to be trained on Caselle Monday 24th

### **Seward Wellness Center**

- Facility Director position offered and accepted
- Recreation Director position offered and accepted
- Begin Contractor/Architect inspection
- Begin training on SWC operations – Mechanical Equipment
- Regular Construction meeting
- Site Update:
  - Waiting on the gym floor to cure
  - Cleaning of areas
  - Tile being applied, Pool equipment install continues (4 weeks)
  - Finishing touches and cleaning

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

1. Strategy Session with City Attorney to Discuss Real Estate Interests - City Attorney Hoffschneider

**MOTION TO ADJOURN**

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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.

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Derek Bargmann, City Clerk

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Date