



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

Tuesday, May 20, 2025

7:00 PM

Municipal Building Council Chambers

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, May 20, 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 hand-in a Speaker Card to the Clerk. Presenters shall approach the podium, state their name & address for the Clerk's record and are asked to limit remarks to five minutes. All remarks shall be directed to the Mayor who shall determine by whom any appropriate response shall be made. The City of Seward reserves the right to adjust the order of items on this Agenda if necessary and may elect to take action on any of the items listed.

ROLL CALL

CONSENT AGENDA

1. City Codes Director Report

CURRENT YEAR: April 2025

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 2,599.50	\$ 448,371.15
REMODEL/ADDIT.	7	\$ 1,138.40	\$ 305,314.86
ACCESSORY	16	\$ 523.70	\$ 93,093.73
RELOCATE	6	\$ 2,233.00	\$ 1,184,715.05
ELECTRIC			
PLUMBING	16	\$ 1,220.00	
MECHANICAL	8	\$ 1,648.00	
SEWER TAP	1	\$ 250.00	
TEMP. WATER	1	\$ 120.00	
WATER TAP	1	\$ 838.00	
TEMP. ELEC.	1	\$ 50.00	
ELECTRIC SER.	1	\$ 200.00	
TOTALS	59	\$ 10,820.60	\$ 2,031,494.79

YEAR TO DATE January to December 2025

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	11	\$ 23,491.36	\$ 4,017,549.84
REMODEL/ADDIT.	33	\$ 3,593.30	\$ 806,641.66
ACCESSORY	29	\$ 1,482.14	\$ 335,857.73
RELOCATE	18	\$ 2,633.00	\$ 1,272,191.45
ELECTRIC		\$ -	\$ -
PLUMBING	40	\$ 3,320.00	\$ -
MECHANICAL	21	\$ 2,523.00	\$ -
SEWER TAP	11	\$ 2,550.00	\$ -
TEMP. WATER	11	\$ 1,320.00	\$ -
WATER TAP	11	\$ 9,218.00	\$ -
TEMP. ELEC.	11	\$ 550.00	\$ -
ELECTRIC SER.	11	\$ 2,200.00	\$ -
TOTALS	207	\$ 52,880.80	\$ 6,432,240.68

LAST YEAR: April 2024

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 2,221.10	\$ 276,442.39
REMODEL/ADDIT.	16	\$ 1,097.60	\$ 193,966.83
ACCESSORY	11	\$ 260.40	\$ 30,586.31
RELOCATE	16	\$ 850.00	\$ 149,769.06
ELECTRIC		\$ -	\$ -
PLUMBING	17	\$ 1,260.00	\$ -
MECHANICAL	7	\$ 1,892.60	\$ -
SEWER TAP	1	\$ 250.00	\$ -
TEMP. WATER	1	\$ 120.00	\$ -
WATER TAP	1	\$ 838.00	\$ -
TEMP. ELEC.	1	\$ 50.00	\$ -
ELECTRIC SER.	1	\$ 200.00	\$ -
TOTALS	73	\$ 9,039.70	\$ 650,764.59

YEAR TO DATE January to December 2024

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	6	\$ 11,110.53	\$ 2,017,952.97
REMODEL/ADDIT.	51	\$ 9,766.50	\$ 3,582,545.05
ACCESSORY	41	\$ 1,318.12	\$ 108,852.02
RELOCATE	31	\$ 3,752.00	\$ 1,616,787.35
ELECTRIC		\$ -	\$ -
PLUMBING	51	\$ 3,815.00	\$ -
MECHANICAL	27	\$ 3,692.60	\$ -
SEWER TAP	4	\$ 1,000.00	\$ -
TEMP. WATER	4	\$ 480.00	\$ -
WATER TAP	4	\$ 3,352.00	\$ -
TEMP. ELEC.	2	\$ 100.00	\$ -
ELECTRIC SER.	2	\$ 400.00	\$ -
TOTALS	223	\$ 38,786.75	\$ 7,326,137.39

OPEN Property Maintenance Code Violation Report

					5/15/2025
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2025					
2040 N 4th 2605 Progressive Ave	Grass/Weeds	5/18/2025	Johannes Van Der Heijden	Phone	Will be taken care of by Thursday 5-15-2025
804 Twin Oaks Rd	Grass/Weeds	5/18/2025	Casey's General Store	In Person	Made contact with the tenants. Having trouble with their mowing company. Will have it done by the weekend
1709 Meadow Lane	Grass/Weeds	5/18/2025	Le Family Estate	In Person	Made contact with the tenants. Having trouble with their mowing company. Will have it done by the weekend
107 South St	Protective treatment, decayed siding, soffits and facsias, windows boarded up, decayed roof	4/10/2025	Coral Miller	Phone	Jane called and spooke with Tim, Building/Zoning Director. She is negotiating with two parties on the sale of the property and will contact the building department Thursday 4-10 with information on sale and clean-up of the property.
416 N 1st	Trash/Junk	4/10/2025	Jane Kroeger	Phone	Sandy Nuttleman repurchased the property and was served notice of clean up and property maintance items in violation by CSO Arena.
		3/11/2025	Robert Schwamlein		CSO Arena made contact with Crystalynn on 3-10-2025 and gave a two day notice.
429 S Columbia	Trash	2/5/2025	Christopher Yates	Certified Mail Posted on Property	CSO Arena posted the letter to the property on February 27, 2025. A certified letter was also mailed on that same day. No response or attempt to clean up. March 6, 2025 the Seward Street Deparment removed all trash. An invoice is mailed out 3-11-2025.
937 Elm St	Vegetation/Trash	2/7/2025	Alan Bergantzel	In Person	CSO Shannon Arena made contact with the owner. He plans on taking all the trees and vegetation to the burn site on the next available Saturday.

OPEN Property Maintenance Code Violation Report

832 Seward St	Trash	2/7/2025	Mark Masek	In Person	CSO Shannon Area made contact with the tenant. Trash is scheduled to be picked up on Friday, 2-7-2025. CSO Arena verified it was picked up, but there's more. Will verify it's picked up after 2-14-2025
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2. City Treasurer Report

Pledges By Pledgee And Maturity

BBA

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 4/30/2025

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
COMM: COMMERCE BANK	082152CN7	AFS	BENNET VLG -REF NE 26 02/15/26		0.75		185,000.00 100.00%	185,000.00	185,000.00	179,189.15
COMM: COMMERCE BANK	148006EZ8	AFS	CASS CO SD #1 NE 26 12/15/26		2.35		200,000.00 100.00%	200,000.00	200,000.00	191,494.00
COMM: COMMERCE BANK	25932KCL7	AFS	DOUGLAS SID #404-REF NE 27 08/15/27		1.75		225,000.00 100.00%	225,000.00	225,000.00	217,849.50
COMM: COMMERCE BANK	869325CL2	AFS	SUTHERLAND -REF NE 28 06/15/28		0.95		140,000.00 100.00%	140,000.00	140,000.00	124,339.60
COMM: COMMERCE BANK	25932KOM5	AFS	DOUGLAS SID #404-REF NE 28 08/15/28		1.85		230,000.00 100.00%	230,000.00	230,000.00	219,224.50
COMM: COMMERCE BANK	25933AFG6	AFS	DOUGLAS SID #492-REF NE 28 08/15/28		3.20		175,000.00 100.00%	175,000.00	175,000.00	169,515.50
COMM: COMMERCE BANK	123540GD2	AFS	BUTLER CO SD - 0056 NE 28 12/15/28		1.35		150,000.00 100.00%	150,000.00	150,000.00	131,911.50
COMM: COMMERCE BANK	80373YCT1	AFS	SARPY CO SID #158-REF NE 29 11/15/29		3.10		155,000.00 100.00%	155,000.00	155,000.00	144,432.10
COMM: COMMERCE BANK	920340BQ8	AFS	VALPARAISO RURAL FIRE NE 3C 07/15/30		2.10		75,000.00 100.00%	75,000.00	75,000.00	64,527.75
COMM: COMMERCE BANK	486890X92	AFS	KEARNEY NE 30 10/15/30		2.60	A+	150,000.00 100.00%	150,000.00	150,000.00	135,009.00
COMM: COMMERCE BANK	0792124W3	AFS	BELLEVUE-REF NE 30 12/15/30		3.10		250,000.00 100.00%	250,000.00	250,000.00	227,042.50
COMM: COMMERCE BANK	751265RA9	AFS	RALSTON-VEHICLE NE 32 06/01/32		3.70		300,000.00 100.00%	300,000.00	300,000.00	299,937.00
COMM: COMMERCE BANK	25932WDR7	AFS	DOUGLAS CO #517 NE 32 08/15/32		2.70		235,000.00 100.00%	235,000.00	235,000.00	212,644.45

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

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 4/30/2025

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
								Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	661615UB8	AFS	N PLATTE-REF NE 32 12/15/32		3.00	A+	200,000.00 100.00%	200,000.00	200,000.00	200,000.00	191,620.00
COMM: COMMERCE BANK	80378TEW8	AFS	SARPY SID #257-REF NE 33 10/15/33		3.85		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	231,927.50
COMM: COMMERCE BANK	698864HR9	AFS	PAPILLION MUNI FACS NE 33 12/15/33		3.00	Aa1	175,000.00 100.00%	175,000.00	175,000.00	175,000.00	157,599.75
COMM: COMMERCE BANK	818463BN9	AFS	SEWARD-REF NE 33 12/15/33		2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	400,000.00	353,032.00
COMM: COMMERCE BANK	943775KA1	AFS	WAVERLY NE 34 06/01/34		2.95		335,000.00 100.00%	335,000.00	335,000.00	335,000.00	276,720.05
COMM: COMMERCE BANK	840372SX5	AFS	SOUTH SIOUX CITY-REF NE 36 08/01/36		2.20		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	171,120.00
COMM: COMMERCE BANK	25929PDW6	AFS	DOUGLAS SID #491-REF NE 36 09/15/36		2.60		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	154,020.00
COMM: COMMERCE BANK	80378EDN2	AFS	SARPY SID #263-REF NE 36 09/15/36		3.80		260,000.00 100.00%	260,000.00	260,000.00	260,000.00	234,585.00
COMM: COMMERCE BANK	98676TCF8	AFS	YORK NE-B-REF NE 36 10/01/36		1.85		200,000.00 100.00%	200,000.00	200,000.00	198,982.08	136,550.00
COMM: COMMERCE BANK	23087RHC5	AFS	CUMING CO-B-REF NE 36 12/15/36		2.00		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	192,367.50
COMM: COMMERCE BANK	68905WFK3	AFS	OTOE CO NE SD #501-B NE 36 12/15/36		1.70	Aa2	200,000.00 100.00%	200,000.00	200,000.00	200,000.00	154,406.00
COMM: COMMERCE BANK	803787DT4	AFS	SARPY CO SD#46 NE 36 12/15/36		2.00	AA-	200,000.00 100.00%	200,000.00	200,000.00	200,764.23	150,054.00
COMM: COMMERCE BANK	25936WBX0	AFS	DOUGLAS CO SID #562 NE 37 06/01/37		3.85		320,000.00 100.00%	320,000.00	320,000.00	320,000.00	272,179.20

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4/24/2025 4:54 PM - BLA / JMBT

Pledges By Pledgee And Maturity



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Jones Bank - Seward, NE

As Of 4/30/2025

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Receipt# Safekeeping Location	CUSIP Location	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	80377XCV4	AFS SАРY CO SID #190-REF NE 37 10/15/37		4.00		205,000.00 100.00%	205,000.00	205,000.00	183,472.95
COMM: COMMERCE BANK	25929RCY9	AFS DOUGLAS CO SID #485 NE 38 05/15/38		2.65		200,000.00 100.00%	200,000.00	200,000.00	142,294.00
COMM: COMMERCE BANK	25933VBY5	AFS DOUGLAS CO SANTN 559 NE 38 06/15/38		4.10		165,000.00 100.00%	165,000.00	165,000.00	146,397.90
COMM: COMMERCE BANK	25932EDK2	AFS DOUGLAS CO SID #438 NE 38 08/15/38		4.20		250,000.00 100.00%	250,000.00	250,000.00	250,092.50
COMM: COMMERCE BANK	80373RDR9	AFS SАРY CO DT #220-REF NE 38 08/15/38		4.05		170,000.00 100.00%	170,000.00	170,000.00	157,998.00
COMM: COMMERCE BANK	80387LAP3	AFS SАРY CO SAN & IMP DT NE 38 08/15/38		2.75		290,000.00 100.00%	290,000.00	290,000.00	207,173.10
COMM: COMMERCE BANK	72778PCU5	AFS PLATTE CO SD #5 NE 38 12/15/38		2.00	AA-	200,000.00 100.00%	200,000.00	200,030.06	140,678.00
COMM: COMMERCE BANK	80379KDH0	AFS SАРY CO SID #272-REF NE 38 12/15/38		4.40		215,000.00 100.00%	215,000.00	215,000.00	195,753.20
COMM: COMMERCE BANK	25934MCK3	AFS DOUGLAS SID #531-REF NE 39 01/15/39		4.35		200,000.00 100.00%	200,000.00	200,000.00	180,692.00
COMM: COMMERCE BANK	25936ECH6	AFS DOUGLAS CO SID #561 NE 39 01/15/39		4.35		180,000.00 100.00%	180,000.00	180,000.00	162,622.80
COMM: COMMERCE BANK	25930BEE3	AFS DOUGLAS CO SID #504 NE 39 08/15/39		3.40		215,000.00 100.00%	215,000.00	215,000.00	178,118.90
COMM: COMMERCE BANK	25931EGP9	AFS DOUGLAS CO SAN #503 NE 39 08/15/39		2.65		225,000.00 100.00%	225,000.00	225,000.00	153,450.00
COMM: COMMERCE BANK	80373XBC1	AFS SАРY CO SAN & IMP NT NE 39 08/15/39		2.60		200,000.00 100.00%	200,000.00	200,000.00	136,398.00

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4/24/2025 4:54 PM - BLA / JNBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 4/30/2025

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
								Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	80373YDV5	AFS	SARPY CO SID#158-REF NE 39 08/15/39		2.95		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	166,795.30
COMM: COMMERCE BANK	25931BEJ1	AFS	DOUGLAS SID #507-REF NE 40 05/01/40		3.15		185,000.00 100.00%	185,000.00	185,000.00	185,000.00	132,535.85
COMM: COMMERCE BANK	25933YDM9	AFS	DOUGLAS CO SD #559 NE 40 05/15/40		3.40		175,000.00 100.00%	175,000.00	175,000.00	175,000.00	159,027.75
COMM: COMMERCE BANK	25930LDG7	AFS	DOUGLAS CO NE SID#530 NE 40 09/15/40		3.00		150,000.00 100.00%	150,000.00	150,000.00	150,000.00	114,057.00
COMM: COMMERCE BANK	25933EEG9	AFS	DOUGLAS CO SAN & IMPT NE 40 11/15/40		3.15		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	161,606.40
COMM: COMMERCE BANK	80388MBJ3	AFS	SARPY CNTY SANITATION NE 40 12/15/40		4.00		240,000.00 100.00%	240,000.00	240,000.00	240,000.00	188,560.80
COMM: COMMERCE BANK	617775EV9	AFS	MORRILL CO NE 41 06/15/41		2.25		240,000.00 100.00%	240,000.00	240,000.00	240,000.00	148,912.80
COMM: COMMERCE BANK	25936EDY8	AFS	DOUGLAS CO SID #561 NE 41 07/15/41		2.90		235,000.00 100.00%	235,000.00	235,000.00	235,000.00	178,057.15
COMM: COMMERCE BANK	25939LDA1	AFS	DOUGLAS CO SID #567 NE 41 07/15/41		2.75		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	121,122.00
COMM: COMMERCE BANK	25930LDN2	AFS	DOUGLAS CO SAN #530 NE 41 08/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	131,898.00
COMM: COMMERCE BANK	80379QBT3	AFS	SARPY CO NE SAN-REF NE 41 08/15/41		2.75		255,000.00 100.00%	255,000.00	255,000.00	255,000.00	165,576.60
COMM: COMMERCE BANK	80387LAS7	AFS	SARPY CO SAN & IMP DT NE 41 08/15/41		2.90		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	132,916.00
COMM: COMMERCE BANK	25938WDE2	AFS	DOUGLAS CO SAN & IMPT NE 41 09/01/41		2.80		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	129,592.00

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4/24/2025 4:54 PM - BLA / JMBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 4/30/2025

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
COMM: COMMERCE BANK	25933EFW3	AFS	DOUGLAS CO NE SAN-B NE 41 09/15/41		2.85		235,000.00 100.00%	235,000.00	235,000.00	154,709.90
COMM: COMMERCE BANK	25939HCU7	AFS	DOUGLAS CO SID#563 NE 41 11/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	127,144.00
COMM: COMMERCE BANK	119483EL5	AFS	BUFFALO CO SD #0009 NE 41 12/15/41		2.00	A1	200,000.00 100.00%	200,000.00	194,574.06	134,200.00
COMM: COMMERCE BANK	259327W42	AFS	DOUGLAS CO SD #17 NE 41 12/15/41		4.00	AA	250,000.00 100.00%	250,000.00	255,471.32	238,330.00
COMM: COMMERCE BANK	25932XDN4	AFS	DOUGLAS CO NE SID-REF NE 41 12/15/41		2.75		250,000.00 100.00%	250,000.00	250,000.00	188,230.00
COMM: COMMERCE BANK	25940KAS4	AFS	SID DOUGLAS #596-REF NE 41 12/15/41		2.75		275,000.00 100.00%	275,000.00	275,000.00	178,483.25
COMM: COMMERCE BANK	808290FV7	AFS	SCHUYLER NE 42 03/15/42		2.75		250,000.00 100.00%	250,000.00	250,000.00	164,465.00
COMM: COMMERCE BANK	80376KBN2	AFS	SARPY CO SID #334 NE 42 05/15/42		3.70		215,000.00 100.00%	215,000.00	215,000.00	170,473.50
COMM: COMMERCE BANK	25932XE6H	AFS	DOUGLAS CO SID #524 NE 42 09/15/42		4.65		250,000.00 100.00%	250,000.00	250,000.00	220,852.50
COMM: COMMERCE BANK	25929MEM4	AFS	DOUGLAS CO SID #405-R NE 42 11/15/42		3.55		250,000.00 100.00%	250,000.00	250,000.00	174,777.50
COMM: COMMERCE BANK	006058DK4	AFS	ADAMS CO NE 42 12/15/42		4.00	AA-	300,000.00 100.00%	300,000.00	306,101.06	273,840.00
COMM: COMMERCE BANK	80387HCA3	AFS	SARPY CO SID #304 NE 43 05/15/43		5.00		200,000.00 100.00%	200,000.00	200,000.00	173,854.00
COMM: COMMERCE BANK	3132DMPY5	AFS	FRLMC 30YR 03/01/50	SD0439	3.50		1,000,000.00 100.00%	1,000,000.00	519,531.69	459,146.52

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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As Of 4/30/2025

Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		
								Original Face	Par	Book Value

65 Securities Pledged To: 1010 - CITY TREASURER	14,910,000.00	14,429,531.69	14,482,252.52	11,817,602.72
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CASH IN BANK \$7,631,934.97

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4/24/2025 4:54 PM - BLA / JNBT

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

Pledged Securities Detail
April 30, 2025

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Book Value	Carrying Value	Market Value
PLEDGEE: CITY OF SEWARD (02)												
CMO	3137AWU78	1.250			185157011-1		12/15/2027	1,500,000.00	1,500,000.00	8,609.96	8,492.73	8,492.73
FHR	FHR 4145 AC						12/1/2012	8,609.96	100.00%	8,603.65	8.97	8,501.70
D02/02							AFS					
CMO	3137B0NV2	1.500			185157163-1		9/15/2025	2,000,000.00	2,000,000.00	4,469.28	4,434.73	4,434.73
FHR	FHR 4176 EC						3/1/2013	4,469.28	100.00%	4,468.13	5.59	4,440.32
D02/02							AFS					
GNMA	36176WZB6	4.000			185168920-1		12/15/2026	560,000.00	560,000.00	4,988.75	4,977.55	4,977.55
GNMA	GNMA POOL 778670						12/1/2011	4,988.75	100.00%	5,038.29	16.63	4,994.18
D02/02							AFS					
GNMA	3620ARB59	3.500			185171588-1		5/15/2025	1,000,000.00	1,000,000.00	257.84	257.39	257.39
GNMA	GNMA POOL 737260						5/1/2010	257.84	100.00%	257.88	0.75	258.14
D02/02							AFS					
MBS	3128MDW74	3.500			177039340-1		12/1/2028	1,450,000.00	1,450,000.00	94,902.66	93,991.36	93,991.36
FGLM	FHLMC POOL G14970						12/1/2013	94,902.66	100.00%	97,578.99	276.80	94,268.16
D02/02							AFS					
MBS	3128QOGL5	4.000			185147809-1		5/1/2027	425,000.00	425,000.00	6,903.31	6,845.68	6,845.68
FGLM	FHLMC POOL J19203						5/1/2012	6,903.31	100.00%	7,001.25	23.01	6,868.69
D02/02							AFS					
MBS	31329KRS5	3.000			177051131-1		4/1/2033	1,000,000.00	1,000,000.00	139,298.33	130,860.98	130,860.98
FGLM	FHLMC POOL ZA2297						9/1/2018	139,298.33	100.00%	133,994.01	348.25	131,209.23
D02/02							AFS					
MBS	3132A8S34	2.500			177051143-1		1/1/2031	860,000.00	860,000.00	129,397.78	124,603.74	124,603.74
FGLM	FHLMC POOL ZS7738						9/1/2018	129,397.78	100.00%	124,861.04	289.58	124,873.32
D02/02							AFS					
MBS	31375HAP9	6.575			185156211-1		2/1/2026	1,000,000.00	1,000,000.00	43.60	43.76	43.76
FNMV	FNMA ARM POOL 334914						1/1/1996	43.60	100.00%	43.62	0.24	44.00
D02/02							AFS					
MBS	3138AMK38	4.500			185159473-1		7/1/2026	500,000.00	500,000.00	6,756.94	6,738.60	6,738.60
FNMA	FNMA POOL AI7513						7/1/2011	6,756.94	100.00%	6,808.59	25.34	6,763.94
D02/02							AFS					

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

Pledged Securities Detail

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Report Sequence: sgrp, CUSIP, Ticket

SGRP STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			Market Value
										Par Value	Carrying Value	Collateral Value	
MBS	3138EJLQ9 FNMA POOL AL2134		4.000		185159924-1		7/1/2027	443,000.00	443,000.00	8,201.31	8,095.37	8,095.37	
D02/02							AFS	8,201.31	100.00%	8,308.92	27.34	8,122.71	
MBS	3138EKRM9 FNMA POOL AL3191		3.500		185160071-1		2/1/2028	500,000.00	500,000.00	11,700.85	11,604.68	11,604.68	
D02/02							AFS	11,700.85	100.00%	11,872.47	34.13	11,638.81	
MBS	3138EKX75 FNMA POOL AL3401		5.500		177039339-1		2/1/2034	2,000,000.00	2,000,000.00	185,077.18	188,657.18	188,657.18	
D02/02							AFS	185,077.18	100.00%	201,918.90	848.27	189,505.45	
MBS	3138EKXJ9 FNMA POOL AL3380		5.500		177039338-1		1/1/2034	2,000,000.00	2,000,000.00	148,648.98	151,509.61	151,509.61	
D02/02							AFS	148,648.98	100.00%	161,533.39	681.31	152,190.92	
MBS	3138ELYF4 FNMA POOL AL4309		4.000		185160221-1		10/1/2028	1,000,000.00	1,000,000.00	23,440.20	23,326.07	23,326.07	
D02/02							AFS	23,440.20	100.00%	23,868.62	78.13	23,404.20	
MBS	3138EMCY5 FNMA POOL AL4586		4.000		185160242-1		2/1/2027	575,000.00	575,000.00	3,706.61	3,685.01	3,685.01	
D02/02							AFS	3,706.61	100.00%	3,751.19	12.36	3,697.37	
MBS	3138EMPD7 FNMA POOL AL4919		3.500		184006560-1		3/1/2029	2,000,000.00	631,641.94	41,475.88	41,024.58	41,024.58	
D02/02							AFS	131,327.20	31.58%	42,674.71	120.97	41,145.55	
MBS	3138EQ5H1 FNMA POOL AL8047		3.500		175002956-1		11/1/2030	1,050,000.00	1,050,000.00	132,320.44	127,045.62	127,045.62	
D02/02							AFS	132,320.44	100.00%	137,702.50	385.93	127,431.55	
MBS	3138WDU82 FNMA POOL AS4206		3.000		178000698-1		1/1/2030	1,160,000.00	1,160,000.00	82,657.95	80,685.57	80,685.57	
D02/02							AFS	82,657.95	100.00%	84,982.93	206.64	80,892.21	
MBS	3140FBGJ3 FNMA POOL BD3800		2.000		177051139-1		7/1/2031	1,375,000.00	1,375,000.00	227,762.65	215,060.10	215,060.10	
D02/02							AFS	227,762.65	100.00%	218,567.86	379.60	215,439.70	
MBS	3140J5EA3 FNMA POOL BM1028		2.500		177039342-1		12/1/2029	1,750,000.00	1,750,000.00	151,395.48	146,654.28	146,654.28	
D02/02							AFS	151,395.48	100.00%	153,792.77	315.41	146,969.69	

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

Pledged Securities Detail

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Report Sequence: sgrp, CUSIP, Ticket

April 30, 2025

SGrp	CUSIP	Description	Moody	Rate	Ticket-#	Call Type	Maturity Dt	Total Face	Pledged Face	Pledge Values		Market Value
										Book Value	Par Value	
STyp	Loc/Pl	S&P	State	Next Call Dt	Call Price	Issue Dt	Intent	Total Par	% of Total	Interest Rec		
MBS	3140J5EA3	FNMA POOL BM1028		2.500	185164038-1	12/1/2029		300,000.00	300,000.00	25,953.51	25,953.51	25,140.73
D02/02						3/1/2017	AFS	25,953.51	100.00%		26,009.18	54.07
MBS	3140X9LK9	FNMA POOL FM5729		3.000	177020855-1	1/1/2041		500,000.00	500,000.00	237,517.81	237,517.81	213,769.45
D02/02						1/1/2021	AFS	237,517.81	100.00%		249,854.41	593.79
MBS	31418AAC2	FNMA POOL MA0902		3.000	185165786-1	11/1/2026		1,000,000.00	1,000,000.00	8,557.51	8,557.51	8,457.43
D02/02						10/1/2011	AFS	8,557.51	100.00%		8,585.01	21.39
MBS	31418AKN7	FNMA POOL MA1200		3.000	177011537-1	10/1/2032		800,000.00	800,000.00	80,078.91	80,078.91	76,905.22
D02/02						9/1/2012	AFS	80,078.91	100.00%		83,147.39	200.20
MBS	31418AVK1	FNMA POOL MA1517		3.000	177039341-1	7/1/2028		1,000,000.00	1,000,000.00	60,663.54	60,663.54	59,672.51
D02/02						6/1/2013	AFS	60,663.54	100.00%		61,538.04	151.66
MBS	31418B5R3	FNMA POOL MA2655		4.000	177020853-1	6/1/2036		410,000.00	410,000.00	73,527.92	73,527.92	68,181.64
D02/02						5/1/2016	AFS	73,527.92	100.00%		77,754.18	245.09
MBS	31418DRM6	FNMA POOL MA4091		2.000	177046216-1	8/1/2030		610,000.00	610,000.00	167,251.39	167,251.39	159,344.64
D02/02						7/1/2020	AFS	167,251.39	100.00%		163,405.76	278.75
MBS	31418EA83	FNMA POOL MA4530		1.500	177048016-1	2/1/2032		179,142.00	167,163.35	96,936.31	96,936.31	89,866.12
D02/02						1/1/2022	AFS	103,882.61	93.31%		92,857.43	121.17
MUNI	25887CAZ1	DOUGLAS CNTY NEB S&I #540	NE	2.250	177039343-1	1/1/2034	Cont	120,000.00	120,000.00	120,000.00	120,000.00	93,838.80
D02/02						1/5/2022	100.000	120,000.00	100.00%		120,000.00	900.00
MUNI	259290EB6	DOUGLAS CNTY NE SAN & IMPD DJS	NE	3.100	185142828-1	8/15/2030	Contin	150,000.00	150,000.00	150,000.00	150,000.00	137,572.50
D02/02						6/15/2016	5/1/2025	150,000.00	100.00%		150,000.00	981.67
MUNI	259292CS7	DOUGLAS CNTY SAN IMPD DIST 427	NE	2.700	185142831-1	11/15/2026	Contin	280,000.00	280,000.00	280,000.00	280,000.00	275,122.40
D02/02						11/15/2017	100.000	280,000.00	100.00%		280,000.00	3,486.00

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

Pledged Securities Detail

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April 30, 2025

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values		Pledged Face % of Total	Carrying Value Interest Rec	Market Value Collateral Value
									Par Value Book Value	Par Value Book Value			
MUNI	259305DT4 DOUGLAS CNTY NEB S&I #499		2.500	NE	178003667-1	Cont 3/1/2027	3/1/2036 3/1/2022	150,000.00	150,000.00	150,000.00	100.00%	114,100.50	114,100.50
D02/02						100.000	AFS	150,000.00	150,000.00	150,000.00	100.00%	625.00	114,725.50
MUNI	25930EEB3 DOUGLAS CNTY NEB S&I #441		2.500	NE	178003675-1	Cont 3/15/2027	9/15/2035 3/18/2022	260,000.00	260,000.00	260,000.00	100.00%	197,298.40	197,298.40
D02/02						100.000	AFS	260,000.00	260,000.00	260,000.00	100.00%	830.56	198,128.96
MUNI	25930TBJ6 DOUGLAS CNTY NEB SANI & #421		2.900	NE	184003054-1	Cont 5/15/2025	11/15/2036 5/19/2020	50,000.00	50,000.00	50,000.00	50.00%	47,236.00	47,236.00
D02/02						100.000	AFS	50,000.00	50,000.00	50,000.00	100.00%	668.61	47,904.61
MUNI	25931BEG7 DOUGLAS CNTY NEB SAN & IMPT DI		2.750	NE	184010678-1	Cont 5/1/2026	5/1/2035 5/3/2021	175,000.00	175,000.00	175,000.00	100.00%	136,998.75	136,998.75
D02/02						100.000	AFS	175,000.00	175,000.00	175,000.00	100.00%	2,406.25	139,405.00
MUNI	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Cont 5/1/2025	11/15/2028 11/15/2016	170,000.00	170,000.00	170,000.00	100.00%	159,313.80	159,313.80
D02/02						100.000	AFS	170,000.00	170,000.00	170,000.00	100.00%	2,116.50	161,430.30
MUNI	25931VBN1 DOUGLAS CNTY NE SAN & IMPT		3.500	NE	185142866-1	Cont 5/1/2025	8/15/2032 7/27/2017	50,000.00	50,000.00	50,000.00	50.00%	45,882.50	45,882.50
D02/02						100.000	AFS	50,000.00	50,000.00	50,000.00	100.00%	369.44	46,251.94
MUNI	25931VCF7 DOUGLAS CNTY NEB SAN #471		2.350	NE	177020849-1	Cont 2/15/2026	8/15/2035 2/19/2021	100,000.00	100,000.00	100,000.00	100.00%	83,117.00	83,117.00
D02/02						100.000	AFS	100,000.00	100,000.00	100,000.00	100.00%	496.11	83,613.11
MUNI	25933BEB6 DOUGLAS CNTY NEB SAN & IMPT DI		3.000	NE	184003099-1	Cont 5/15/2025	11/15/2035 5/19/2020	150,000.00	150,000.00	150,000.00	100.00%	137,853.00	137,853.00
D02/02						100.000	AFS	150,000.00	150,000.00	150,000.00	100.00%	2,075.00	139,928.00
MUNI	25936RBY1 DOUGLAS CNTY NEB S&I #537		2.400	NE	177039345-1	Cont 1/15/2027	1/15/2039 1/21/2022	150,000.00	150,000.00	150,000.00	100.00%	100,993.50	100,993.50
D02/02						100.000	AFS	150,000.00	150,000.00	150,000.00	100.00%	1,060.00	102,053.50
MUNI	373807CE4 GERING NE3 COMBINED UTILS REV		1.850	NE	184010461-1	Cont 4/29/2026	12/15/2035 4/29/2021	100,000.00	100,000.00	100,000.00	100.00%	74,486.00	74,486.00
D02/02						100.000	AFS	100,000.00	100,000.00	100,000.00	100.00%	698.89	75,184.89
MUNI	57973FDD8 MCCOOK NE PUBLIC PWR DIST		3.150	NE	185181069-1	Cont 5/1/2025	12/15/2030 8/9/2017	100,000.00	100,000.00	100,000.00	100.00%	91,253.00	91,253.00
D02/02						100.000	AFS	100,000.00	100,000.00	100,000.00	100.00%	1,190.00	92,443.00

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

Pledged Securities Detail

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value	Book Value		
MUNI	652810G22 NEWTON IOWA		3.000	IA	182011996-1	Cont 6/1/2029	6/1/2033	185,000.00	185,000.00	185,000.00	177,557.45	177,557.45	
D02/02	AA					100.000	AFS	185,000.00	100.00%	188,566.61	2,312.50	179,869.95	
MUNI	71366VKE9 PERENNIAL PUB PWR DIST NEB ELE		1.800	NE	177020856-1	Cont 2/17/2026	12/15/2036	210,000.00	210,000.00	210,000.00	169,476.30	169,476.30	
REV						100.000	AFS	210,000.00	100.00%	210,000.00	1,428.00	170,904.30	
D02/02								150,000.00	150,000.00	150,000.00	121,551.00	121,551.00	
MUNI	80373YER3 SARPY CNTY NEB S&I #158		2.800	NE	182012079-1	Cont 4/15/2027	10/15/2035	150,000.00	150,000.00	150,000.00	186.67	121,737.67	
GO						100.000	AFS	150,000.00	100.00%	150,000.00			
D02/02								180,000.00	180,000.00	180,000.00	138,947.40	138,947.40	
MUNI	80377BKT8 SARPY CNTY NEB S&I DIST #264		2.350	NE	184010680-1	Cont 5/3/2026	8/15/2034	180,000.00	180,000.00	180,000.00	893.00	139,840.40	
GO						100.000	AFS	180,000.00	100.00%	180,000.00			
D02/02								85,000.00	85,000.00	85,000.00	79,999.45	79,999.45	
MUNI	80377TBE2 SARPY CNTY NE SAN & IMPT DIST		2.800	NE	185187220-1	Cont 5/1/2025	11/15/2028	85,000.00	85,000.00	85,000.00	1,097.44	81,096.89	
GO						100.000	AFS	85,000.00	100.00%	85,000.00			
D02/02								85,000.00	85,000.00	85,000.00	78,456.70	78,456.70	
MUNI	80377TBF9 SARPY CNTY NE SAN & IMPT DIST		2.900	NE	185187221-1	Cont 5/1/2025	11/15/2016	85,000.00	85,000.00	85,000.00	1,136.64	79,593.34	
GO						100.000	AFS	85,000.00	100.00%	85,000.00			
D02/02								85,000.00	85,000.00	85,000.00	78,970.10	78,970.10	
MUNI	80378TEW8 SARPY CNTY NE SAN & IMPT DIST		3.850	NE	185187230-1	Cont 5/1/2025	10/15/2033	85,000.00	85,000.00	85,000.00	145.44	79,115.54	
GO						100.000	AFS	85,000.00	100.00%	85,000.00			
D02/02								290,000.00	290,000.00	290,000.00	205,891.30	205,891.30	
MUNI	80379AEF5 SARPY CNTY NEB SAN & IMPT #243		2.700	NE	177011631-1	Cont 8/15/2025	8/15/2038	290,000.00	290,000.00	290,000.00	1,653.00	207,544.30	
GO						100.000	AFS	290,000.00	100.00%	290,000.00			
D02/02								50,000.00	50,000.00	50,000.00	37,940.00	37,940.00	
MUNI	80379KEN6 SARPY CNTY, NEB SAN & IMPT #272		2.300	NE	177018881-1	Cont 12/15/2025	12/15/2034	50,000.00	50,000.00	50,000.00	434.44	38,374.44	
GO						100.000	AFS	50,000.00	100.00%	50,000.00			
D02/02								250,000.00	250,000.00	250,000.00	200,492.50	200,492.50	
MUNI	810140LP6 SCOTT'S BLUFF CNTY NEB		2.550	NE	182012068-1	Cont 4/21/2027	1/15/2034	250,000.00	250,000.00	250,000.00	1,877.08	202,369.58	
GO						100.000	AFS	250,000.00	100.00%	250,000.00			
D02/02								150,000.00	150,000.00	150,000.00	141,019.50	141,019.50	
MUNI	818483FG9 SEWARD/NE ELEC REV		2.450	NE	185187557-1	Cont 5/1/2025	2/15/2028	150,000.00	150,000.00	150,000.00	775.83	141,795.33	
REV						100.000	AFS	150,000.00	100.00%	150,000.00			
D02/02													

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

Pledged Securities Detail
April 30, 2025

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Report Sequence: scrp, CUSIP, Ticket

SGrp Styp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values			Market Value
									Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec	
MUNI	886094CD1 THURSTON CNTY NEB	2.500	NE	184003102-1	Cont 5/28/2025	12/15/2035	200,000.00	200,000.00	200,000.00	151,532.00	151,532.00	
D02/02					100,000	AFS	200,000.00	197,820.67	1,888.89	153,420.89		
TAX	534239FX1 LINCORN NEB	3.000	NE	177045043-1		7/15/2026	100,000.00	100,000.00	98,829.00	98,829.00		
D02/02	AAA					8/20/2020	100,000.00	99,820.80	883.33	99,712.33		
TAX	61778RBT8 MORRILL CNTY NEB SCH DIST #63	1.937	NE	177020846-1	Cont 12/1/2025	12/1/2031	210,000.00	210,000.00	174,430.20	174,430.20		
D02/02	AA		A3		100,000	AFS	210,000.00	210,000.00	1,694.88	176,125.08		
CITY OF SEWARD												
								31,881,805.29	6,397,502.89	5,636,091.38	5,630,091.38	
									6,435,989.19	40,842.54	5,670,733.92	

CASH IN BANK \$6,263,197.19

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TREASURER'S REPORT	MONTH OF: APRIL 2025					
VARIANCE AT: 58%						
	REVENUE	CURRENT YTD		UNRECEIPTED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	REVENUE	VARIANCE	BALANCE	REVENUE	B/W BUDGET YEARS
ELECTRIC	15,568,990	7,149,206	46%	8,419,784	7,362,662	(213,456)
ELEC BOND PYMT						
WATER	7,803,000	1,284,219	16%	6,518,781	1,212,964	71,255
WATER BOND PYMTS						
WATER SINKING FUND	20,000	- 0 -	0%	20,000	- 0 -	- 0 -
WASTEWATER TREATMENT	21,807,388	1,711,199	8%	20,096,189	1,496,884	214,315
WWTW BOND PYMT						
WWTW SINKING FUND	930,000	- 0 -	0%	930,000	- 0 -	- 0 -
TOTAL BUSINESS-TYPE FUNDS	46,129,378	10,144,625	22%	35,984,753	10,072,510	72,114
GENERAL REVENUES	5,411,339	2,328,028	43%	3,083,311	1,813,842	514,186
POLICE	6,650	1,917	29%	4,733	3,749	(1,832)
E911	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
POLICE EQUITABLE SHARING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
STREET	5,997,066	962,620	16%	5,034,446	913,295	49,325
STREET STP FUNDS	190,428	190,433	100%	(5)	208,802	(18,369)
DEBT SERVICE	596,674	598,370	100%	(1,696)	836,281	(237,911)
RAIL CAMPUS	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG DOWNTOWN REVITAL GRANT	- 0 -	- 0 -	0%	- 0 -	65,432	(65,432)
BLDGS & GRDS (CITY HALL)	48,000	24,000	50%	24,000	27,943	(3,943)
LEVEE ACCREDITATION	146,250	- 0 -	0%	146,250	- 0 -	- 0 -
CIVIC CENTER	1,729,525	1,929,439	112%	(199,914)	149,855	1,779,584
LIBRARY	41,080	23,510	57%	17,570	92,388	(68,878)
PUBLIC PROPERTIES	32,000	9,475	30%	22,525	18,125	(8,650)
CEMETERY	68,000	39,293	58%	28,707	28,244	11,049
GOLF COURSE	599,525	237,314	40%	362,211	139,845	97,469
GUTHMAN TRUST - REGULAR	425	229	54%	196	355	(126)
GUTHMAN TRUST - PAVING	100	82	82%	18	214	(132)
PERPETUAL CARE - PRINCIPAL	8,250	6,450	78%	1,800	3,900	2,550
PERPETUAL CARE - INTEREST	3,000	2,444	81%	556	2,471	(27)
BLDGS & GRDS (OTHER)	250	- 0 -	0%	250	4,616	(4,616)
BLDG INSP/PLAN & ZONING	104,450	46,886	45%	57,564	55,777	(8,891)
FIRE/EQUIP SINKING FUND	509,000	580,397	114%	(71,397)	131,026	449,371
TREE BOARD	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
ENGINEER	133,663	- 0 -	0%	- 0 -	- 0 -	- 0 -
DOWDING POOL	81,000	(220)	0%	81,220	20,987	(21,207)
CONCESSION STAND	900	900	100%	- 0 -	- 0 -	900
SWIMMING LESSONS	16,000	- 0 -	0%	16,000	- 0 -	- 0 -
RECREATION/COMPLEX LIGHTS	43,075	23,257	54%	19,818	34,247	(10,990)
SENIOR CENTER	98,000	56,996	58%	41,004	6,811	50,185
SENIOR SHUTTLE	4,600	2,824	61%	1,776	2,915	(91)
RECYCLING	5,500	528	10%	4,972	4,937	(4,409)
WELLNESS CENTER	415,000	152,311	0%	262,689	- 0 -	152,311
ECONOMIC DEVELOPMENT (LB840)	279,689	175,780	63%	103,909	200,764	(24,984)
CAPITAL IMPROVEMENTS FUND	11,161,100	4,368,450	39%	6,792,650	470,853	3,897,597
TAX INCREMENT FINANCING	642,906	306,225	48%	336,681	129,848	176,377
TOTAL GOVERNMENTAL FUNDS	28,373,445	12,067,937	43%	16,171,845	5,367,522	6,700,415

(UNAUDITED)

TREASURER'S REPORT		MONTH OF: APRIL 2025				
VARIANCE AT: 58%						
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS
ELECTRIC	16,115,995	6,183,866	38%	9,932,129	5,948,970	234,896
ELEC BOND PYMT	492,108	463,635	94%	28,473	457,975	5,660
WATER	6,898,179	2,583,052	37%	4,315,127	1,310,448	1,272,604
WATER BOND PYMTS	357,426	99,021	28%	258,405	243,468	(144,446)
WATER SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
WASTEWATER TREATMENT	12,754,281	841,930	7%	11,912,351	1,240,680	(398,751)
WWTW BOND PYMT	297,193	10,946	4%	286,247	12,081	(1,135)
WWTW SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
TOTAL BUSINESS-TYPE FUNDS	36,915,182	10,182,450	28%	26,732,732	9,213,622	968,828
GENERAL EXPENSES	1,287,414	244,818	19%	1,042,596	194,402	50,416
POLICE	1,952,173	1,147,531	59%	804,642	1,015,035	132,496
E911	246,299	143,674	58%	102,625	141,042	2,632
POLICE EQUITABLE SHARING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
STREET	6,773,162	1,781,437	26%	4,991,725	3,293,897	(1,512,460)
STREET STP FUNDS	190,428	178,511	94%	11,917	190,474	(11,963)
DEBT SERVICE	591,674	532,752	90%	58,922	270,693	262,059
RAIL CAMPUS	11,000	17,945	163%	(6,945)	11,399	6,546
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG-DOWNTOWN REVITAL GRANT	- 0 -	- 0 -	0%	- 0 -	65,432	(65,432)
BLDGS & GRDS (CITY HALL)	26,729	14,129	53%	12,600	11,321	2,808
LEVEE ACCREDITATION	215,000	156,737	73%	58,263	82,483	74,254
CIVIC CENTER	1,764,525	2,085,091	118%	(320,566)	193,067	1,892,024
LIBRARY	596,015	331,642	56%	264,373	394,226	(62,584)
PUBLIC PROPERTIES	581,959	395,620	68%	186,339	291,301	104,319
CEMETERY	259,270	167,869	65%	91,401	121,464	46,405
GOLF COURSE	847,336	313,099	37%	534,237	216,280	96,819
GUTHMAN TRUST - REGULAR	145	- 0 -	0%	145	- 0 -	- 0 -
GUTHMAN TRUST - PAVING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PERPETUAL CARE - PRINCIPAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PERPETUAL CARE - INTEREST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
BLDGS & GRDS (OTHER)	13,400	1,390	10%	12,010	3,231	(1,841)
BLDG INSP/PLAN & ZONING	178,476	102,038	57%	76,438	62,412	39,626
FIRE/EQUIP SINKING FUND	957,256	399,650	42%	557,606	182,337	217,313
TREE BOARD	12,500	450	4%	12,050	3,978	(3,528)
ENGINEER	178,217	102,502	58%	- 0 -	86,551	15,951
DOWDING POOL	267,037	44,472	17%	222,566	86,142	(41,671)
CONCESSION STAND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
SWIMMING LESSONS	9,689	- 0 -	0%	9,689	- 0 -	- 0 -
RECREATION/COMPLEX LIGHTS	375,354	181,234	48%	194,120	196,202	(14,968)
SENIOR CENTER	226,981	123,713	55%	103,268	161,026	(37,313)
SENIOR SHUTTLE	4,738	3,052	64%	1,686	2,856	196
RECYCLING	35,059	18,376	52%	16,683	32,137	(13,761)
WELLNESS CENTER	415,001	137,916	33%	277,085	53,764	84,152
ECONOMIC DEVELOPMENT LB840	279,690	304,647	109%	(24,957)	193,569	111,078
CAPITAL IMPROVEMENTS FUND	11,100,000	4,061,288	37%	7,038,712	223,492	3,837,795
TAX INCREMENT FINANCING	696,706	224,757	32%	471,949	223,026	1,731
TOTAL GOVERNMENTAL FUNDS	30,093,233	13,216,341	44%	16,801,178	8,003,240	5,213,101

(UNAUDITED)

3. Claims & Payables Reports

CLAIMS LIST
5/20/2025
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

ALL COPY PRODUCTS INC	SE	36.24
ALLO COMMUNICATIONS	UT	6,086.75
AMAZON CAPITAL SERVICES INC	SU/MAT	96.13
APRIL HOFFBAUER	CI	133.00
AQUA-CHEM INC	SU	7,006.40
AT&T	UT	80.08
AV DIESEL REPAIR	RE	395.90
BADGER METER	SE	381.08
BAKER & TAYLOR	MAT	2,385.75
BECKY J BAKER	RI	62.30
BIC CONSTRUCTION LLC	CI	40,181.00
BILL ANDERSON CONSTRUCTION	BU	220.00
BIZCO TECHNOLOGIES	CI	412.50
BLACK HILLS ENERGY	UT	2,731.55
BORDER STATES INDUSTRIES INC	SU	519.12
BOUND TREE MEDICAL LLC	SU	13.19
BRUCE JACOBY	SE	300.00
BURCO PROMOTIONAL PRINTING INC	GU	730.00
CALLAWAY GOLF	MH	119.76
CAPITAL BUSINESS SYSTEMS INC	SE	0.08
CHARTER COMMUNICATIONS	UT	433.49
CINDY GREENE	MC	75.00
CINDY VOEHL	RI	17.50
CITY - MERCHANT SERVICES/VANTIV	MC	1,383.20
CITY SEWARD ELECTRIC FUND	UT	46,802.74
CITY SEWARD LIBRARY PETTY CASH	PF	85.31
CITY SEWARD PERPETUAL CARE FD	MC	900.00
CODR PLUMBING & EXCAVATING	BU	868.73
COLLIN SVEEGGEN	MC	105.00
CONSOLIDATED FLEET SERVICES INC	RE	8,511.00
CORE & MAIN LP	INV	3,669.34
CROUCH'S FARM & HARDWARE	SU/RE/BU	1,932.88

CUTTIN IT CLOSE LAWNCARE LLC	GU	505.00
DANKO EMERGENCY EQUIPMENT CO	SU/EQ	3,064.00
ELECTRONIC CONTRACTING CO	SE	81.00
EPC SERVICES COMPANY	EQ	6,665.50
EXCHANGE BANK	FA	3,300.00
FARMERS COOP - SEWARD	DF/GS/RE	5,358.27
FIRST WIRELESS INC	SE	260.00
FRED FOLTZ	SE	225.00
FYR-TEK	RE	469.86
GERHOLD CONCRETE CO INC	CI	6,050.46
GRAINGER INC	SU	33.40
GREAT PLAINS COMMUNICATIONS INC	UT	575.92
HAWKINS INC	SU	1,512.06
HD SUPPLY INC	SU	311.28
HELMINK PRINTING & GRAPHIC DESIGN	SU	90.00
HIRERIGHT LLC	SE	202.15
HUSKER ELECTRIC SUPPLY CO	SU	2,973.93
HYDRAULIC EQUIPMENT SERVICE	RE	75.31
JARED HOCHSTEIN	RI	31.34
JERRY RUMERY DBA RUMERY LAWN	MC	592.25
JOANIE BRECKA	SU	400.00
JOSH TAYLOR	MC	50.00
K & Z DISTRIBUTING	SU	322.30
KARLEE BAACK	MC	50.00
KENT AUMAN	MC	600.00
LEAGUE NE MUNICIPALITIES-UTILITIES	TR	195.00
LINDSAY HOTOVY	MC	40.00
MATHESON TRI-GAS INC	SU	54.33
MATTHEW S SCHRANZ	SE	3,700.00
MEMORIAL HEALTH-DRUG	SE	170.00
MENARDS NORTH	SU	59.64
METERING & TECHNOLOGY SOLUTIONS	INV	1,682.29
MID-AMERICAN BENEFITS LLC	BE	3,568.81
MIDWEST AUTO PARTS	RE	410.43
MIDWEST LABORATORIES INC	TE	3,726.81
MIDWEST TURF & IRRIGATION	RE	22.17
MILLER SEED CO	GU	208.42
MUNICIPAL SUPPLY INC OF OMAHA	INV	761.10
NEBRASKA DEPT OF AGRICULTURE	MC	18.30
NEBRASKA EQUIPMENT INC	SU	45.60
NEBRASKA GOLF ASSOCIATION	MS	225.00
NEBRASKA PUB POWER-DES MOINES	UT	434,348.94
NEBRASKA TRUCK REPAIR	RE	451.90
NORRIS PUBLIC POWER DISTRICT	UT	1,367.31

ODEYS INC	GU	1,372.20
OLSSON	CI	12,360.26
ONE BILLING SOLUTIONS LLC	SE	7,890.44
ONE CALL CONCEPTS INC	SE	196.59
ONE SOURCE BACKGROUND CHECK	SE	22.00
O'REILLY AUTOMOTIVE INC	RE	41.86
PAC 'N' SAVE DISCOUNT FOODS	ML/SU	4,121.32
PAPER TIGER SHREDDING	SE	35.00
QUALITY BRANDS OF LINCOLN	SU	904.50
R & R REFRIGERATION LLC DBA LEE'S	BU	856.80
RIVERSIDE PORTABLES LLC	GU	282.00
RYLER PARR	MC	105.00
SEWARD COUNTY CLERK/REG DEEDS	MC	22.75
SEWARD COUNTY TREASURER	SE	20,524.91
SEWARD LUMBER & HOME CENTER	SU/BU	1,874.00
SEWARD PUBLIC SCHOOLS	MC	1,950.00
SEWARD WIND LLC	UT	21,859.29
SHORT ELLIOTT HENDRICKSON INC	CI	19,669.38
SITEONE LANDSCAPE SUPPLY	SU	1,909.34
SOUTHEAST LIBRARY SYSTEM	TR	25.00
SPICKELMIER & SON INC	SE	2,835.00
SPORTS EXPRESS	SU	4,871.75
STATE DISTRIBUTING CO	SU	554.34
SUMMIT FIRE PROTECTION	BU	155.35
SWEET TEA MEDIA LLC	PF	3,720.40
THAT TUNING GUY	SE	140.00
TOTAL TOOL SUPPLY INC	SU	213.38
U S POSTAL SERVICE	PF	4,500.00
UTICA PARTS & SERVICE	RE	81.07
VERIZON FINANCIAL SERVICES LLC	UT	736.35
VESERIS	SU	2,420.00
VISA - PINNACLE BANK		361.30
ABEBOOKS	MAT	-4.05
SAM'S CLUB	BU	87.99
TECHSOUP	IT	10.00
WSJ	MAT	48.38
ZOOM	IT	15.99
WALMART	SU	3.48
LJS	MAT	88.00
TEMU	SU	111.51
WHITE CASTLE ROOFING/CONTRACTING	BU	563.00
WINDSTREAM NEBRASKA INC	UT	213.50
WOODS & AITKEN LLP	SE	1,313.50
YORK EQUIPMENT INC	RE	462.77

ZIMCO SUPPLY CO

SU	2,926.00
TOTAL	\$733,620.45

4. Police Department Report



City of Seward
Police Department
Chief Brian W. Peters

Monthly Statistics
_____ 20 _____

Service Calls	
Accidents	
Arrests	
Citations	
Warnings	
Parking Tickets	

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

5. Draft Minutes of May 6, 2025, City Council Meeting

May 6, 2025

The Seward City Council met at 7:00 p.m. on Tuesday, May 6, 2025, with Mayor Joshua Eickmeier presiding and Deputy City Clerk Mattie Hans recording the proceedings. Upon roll call, the following Councilmembers were present: Zane Francescato, Megan Kahler, John Singleton, Matt Stryson, Tatum Tonniges, Rich Wergin. Councilmembers absent: Jessica Kolterman, Karl Miller. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Mike Oneby, and Police Sergeant Jon Wiedemeyer.

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

CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Report (totaling \$607,117.25)
2. New Claims Presented for Mailbox Damage Following Snow Removal from Streets
3. Draft Minutes of April 15, 2025, City Council Meeting

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

ADMINISTRATIVE ITEMS

1. CONSIDERATION OF A CHANGE ORDER (#3) WITH SAMPSON CONSTRUCTION FOR THE SEWARD WELLNESS CENTER PROJECT

City Administrator Butcher outlined the details of the change order with the majority being additional concrete work. There is a large savings allowance on this project and still being under budget. This is a zero-sum change order.

Councilmember Singleton moved, seconded by Councilmember Francescato, to approve the change order as presented.

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

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

City Administrator Butcher noted there is a pricing scale based on the date of purchase of street signs.

Councilmember Kahler introduced **Resolution No. 2025-8**, declaring City items as surplus. Councilmember Francescato moved, seconded by Councilmember Stryson, to approve the resolution as presented.

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

3. CONSIDERATION OF A RESOLUTION TO ADD A 3% CONVENIENCE FEE TO ALL NON-UTILITY DEBIT AND CREDIT CARD TRANSACTIONS

Mr. Butcher stated a 3% convenience fee was already approved for the golf course. The fee would apply to all other areas within the city except for utility payments.

Councilmember Wergin introduced **Resolution No. 2025-9**, to add a 3% convenience fee to all non-utility debit and credit card transactions. Councilmember Tonniges moved, seconded by Councilmember Stryson, to approve the resolution as presented.

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

4. CONSIDERATION OF AN ORDINANCE TO AMEND THE PERMIT REQUIREMENTS TO HOUSE CHICKENS ON RESIDENTIAL LOTS OVER 2.5 ACRES

Mr. Butcher mentioned the number of requested chicken permits has drastically increased over the last year. A Seward resident recently questioned the ordinance regarding the parcel size of their land. While distance is currently measured 75 ft in all directions from all property lines, it seems excessive for a parcel with more than 2.5 acres of land. The amendment to the ordinance would allow measurements to be placed from the location of the chicken structure instead of property lines on residential parcels over 2.5 acres. Mayor Eickmeier noted this would only apply to a small amount of properties around the edge of Seward that were established before the town grew.

May 6, 2025

Councilmember Francescato introduced Ordinance No. 2025-12. Councilmember Wergin moved, seconded by Councilmember Kahler to dispense with the statutory rule.

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

Nay: None. Absent: Kolterman, Miller. Motion carried.

Councilmember Francescato moved, seconded by Councilmember Wergin, that the minutes of the proceeding of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2025-12, AN ORDINANCE TO AMEND SECTION §213-3.2; TO REPEAL THE ORIGINAL §213-3.2 OF THE MUNICIPAL CODE OF SEWARD, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.**

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

Nay: None. Absent: Kolterman, Miller. Motion carried.

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

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

Nay: None. Absent: Kolterman, Miller. Motion carried.

5. APPROVAL OF SEWARD 4TH OF JULY COMMITTEE REQUESTS FOR ANNUAL FESTIVITIES

Mr. Butcher relayed that part of the annual celebration and parade there is a requirement to apply for a street and highway closure. This ensures emergency personnel are aware of closure in the event of an emergency. There are no changes to the routes used in previous years.

A. CONSIDERATION OF APPROVAL OF A PARADE & STREET CLOSURE PERMIT

Councilmember Wergin moved, seconded by Councilmember Singleton, to approve the parade & street closure permit.

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

Nay: None. Absent: Kolterman, Miller. Motion carried.

B. CONSIDERATION OF A RESOLUTION TO CLOSE A PORTION OF THE STATE HIGHWAY FOR THE 2025 PARADE

Councilmember Kahler introduced **Resolution No. 2025-10**, to close a portion of the state highway for the 2025 parade. Councilmember Francescato moved, seconded by Councilmember Tonniges, to approve the resolution as presented.

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

Nay: None. Absent: Kolterman, Miller. Motion carried.

CITY ADMINISTRATOR'S REPORT

Councilmember Stryson moved, seconded by Councilmember Singleton, that the City Administrator's report of May 6, 2025, be accepted.

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

Nay: None. Absent: Kolterman, Miller. Motion carried.

MOTION TO ADJOURN

Councilmember Wergin moved, seconded by Councilmember Singleton, that the May 6, 2025, City Council Meeting be adjourned.

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

Nay: None. Absent: Kolterman, Miller. Motion carried.

Adjourned approximately 7:28 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

ADMINISTRATIVE ITEMS

1. Consideration of a Claim from Russell Haynes, 1156 N 8th Street, for Personal Property Damage in the Amount of \$1,290.27 - City Administrator Butcher



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: Russell Hayes Home Phone: 402-641-2028
 Address: 1156 N 8th St Business Phone: _____
 Date & Time of Incident: 5/10/25 10am - 5/11/25 9pm Cell Phone: 402-641-2028/402-803-0138
 Location of Incident: 1156 N 8th St, Seward Email: russellhayes76@yahoo.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: _____
 Age of damaged property: _____ Estimated cost of repair: _____
 How was the property damaged? _____

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: 1290.27 **(COPIES OF BILLS MUST BE ATTACHED VERIFYING AMOUNT OF CLAIM)**
 Your Insurance Company: NA - paid out of pocket 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) In addition to attached letter et receipts my wife et I both were out of work on Monday 5/13 to clean up the mess from the waste water and throw away saturated items.
 Explain why you feel the City of Seward is responsible: the blockage that caused our drain to back up was not in our plumbing but in a manhole that should be maintained by the City. Neither my wife or I have seen workers maintaining this system.

SIGNATURE OF CLAIMANT: *Russell Hayes* DATE: 5-13-25

City Council Members,

On 5/10/25 at approximately 10am we noticed that our toilet would not properly flush and we had water backing up our drain in our utility room. We immediately stopped all water use in our home. My husband rented a drain snake from Home Depot to clear any blockage in our plumbing. This was unsuccessful and the drain snake returned without any debris on the coil. We had to call a plumber to clear our drain. He wasn't able to come out until the following morning. For the entire day on Saturday we continued to monitor the standing waste water in our utility room.

On Sunday 5/11/25, Dunrite Plumbing worked from 0945 until 1330 attempting to clear our drain ultimately failing and scheduling us for follow up work to be completed 5/14/25. We still were unable to use any water in our home. Sunday evening we noticed the odor from the waste water in the basement had become very strong. My husband checked our utility room to find that it was flooding with 2-3 inches of standing waste and the waste was still coming out of the drain in the floor. We had to use our shop vac to remove the waste water from our utility room before it made it to the furnace, water heater, hvac system, carpet, furniture and personal belongings. Even with the shopvac, we were not able to keep up with the amount that was coming up from the drain. We purchased a sump pump from ACE hardware to assist with the removal.

My husband checked with the neighbor to see if he was having issues with his water as well (as we had not used in water in our home to cause the increased in backup) and learned that this has been an ongoing issue for several years prior to us moving into our home. Our system runs through the backyards of the homes on our street. Neighbors on either side of our home have manholes in the backyard. The neighbor informed us that the city has previously had to come out to have the system opened up. We called the emergency utility number and did have a crew out within an hour who were able to confirm that the manholes were "dry" before our neighbor and at the end of the block. The manhole in our neighbors back yard was full and plugged with flushable wipes. They were able to bring a

waste truck out and clear out the blockage allowing our drain to clear. We spent the rest of the night cleaning our floor and attempting to air the putrid smell out of our home.

Our entire weekend was spent attempting to prevent major damage in our home as a direct result of the city waste water system backing up. We were unable to use our restrooms, take showers, wash dishes, cook meals, or leave for any extended period of time for fear of water/waste damage. We paid extensively for a plumber's assistance on a Sunday, purchased a sump pump, and paid for a drain snake rental. We appreciate your consideration with reimbursement for fees incurred over the this weekend.

Jennifer and Russell Haynes

1156 N 8th st, Seward



STORE 3209 North Lincoln
3300 N 27th St
Lincoln, NE 68521
(402)325-4508

CONTRACT #: 225844

RUSSELL HAYNES
1156 N 8TH ST
SEWARD, NE 68434
(402) 641-2628

Rental Center Hours

MON 6A- 8P TUE 6A- 8P WED 6A- 8P THU 6A- 8P FRI 6A- 8P SAT 6A- 8P SUN 8A- 8P

RENTAL DURATION

3 Hours and 46 Minutes

DUE BACK

May. 10 @ 4:15pm

FOR ASSISTANCE CALL

(402)325-4508

Deposit Trans: Register #: 90 Transaction #: 38159

Date: 05/10/25 eDeposit #: 3209250510073292522584425

Customer Name: RUSSELL HAYNES

Date Out: 05/10/2025 - 12:29 PM

Date Due: 05/10/2025 - 4:15 PM

Date In:

Rental ID	Item Description	Amount
04-467-02683	Auto-Feed Drain Cleaner 75' x 1/2"	\$73.00
	General Purpose Tool for 1/2" Cable Qty: 1 @ \$0.00	\$0.00
	Drill Point Tool (DN-11) Qty: 1 @ \$0.00	\$0.00
	Finishing Tool For 1/2" Cable(DN-12 Qty: 1 @ \$0.00	\$0.00
	Drill Tool 1/2" Cable (DN-14) Qty: 1 @ \$0.00	\$0.00
	Clean Up Tool 1/2" Cables (DN-16) Qty: 1 @ \$0.00	\$0.00
	To learn how to safely operate your rental equipment, visit: https://smrtacs.co/3ceTq2l	

Rental Period

3 Hours And 46 Minutes **\$73.00**
Damage Protection **\$10.95**

Taxes

Sales Tax **\$6.08**
Estimated Total **\$90.03**
Deposit - PAID **\$100.00**
Due on Return **-\$9.97**

SAFETY MESSAGE

Caution, when operating unit wear eye protection.

TERMS & CONDITIONS

I agree that no representative of The Home Depot is authorized to make any promise, warranty, or representation to me other than those reflected in writing in the Agreement. I agree to the Terms & Conditions and understand that the Agreement cannot be modified or changed except in writing signed by both parties. With respect to equipment I am renting, I have received the equipment referenced in the Agreement. In the event that I am returning equipment, I acknowledge and agree that I am returning the listed rental equipment, the total charges are correct, and additional charges may apply if the equipment is returned damaged.

1. If I do not return this equipment by the scheduled end date, I agree to a weekly recurring charge of \$416.00, until all tools have been returned, or a maximum rental charge of \$2,878.64 plus applicable taxes have been recovered. In addition, I understand that misrepresentation or failure to return equipment can lead to prosecution.
2. I have been offered operating manuals on the rental equipment.
3. A cleaning fee of up to \$50.00 will be assessed if equipment is not returned clean.

Signature

05/10/2025

Date

**Pac-N-Save
Ace Hardware**
Monday - Saturday
6:00 AM to 11:00 PM
Sunday
7:30 AM to 10:00 PM

05/11/2025 19:37:51
Mastercard Entry Method: Chip
CARD #: XXXXXXXXXXXX8221
PURCHASE - APPROVED
AUTH CODE: 701700

Mode:
AID: Issuer
TVR: 4000000041010
IAD: 8000008000
000FF 011060100122000000000000000000
TSI: 6800
ARC: 00
TC: 43D6267BDFBE815D
MID: 950495 TID: 001 SEQ: 062110

Total: USD\$ 75.24

ACE HARDWARE
ECO-FLO UTILITY PUMP \$69.99 T

BALANCE DUE \$75.24
Master Card \$75.24
Auth Code = 701700

CHANGE \$0.00

1	CODE	TAXABLE-VAL	TAX-VALUE
X		\$69.99	\$5.25

YOU COULD EARNED 10 Points

Total number of items sold = 1

CASHIER NAME: DELOR
STORE: 00375 REGISTERED CASHIER: 0391
TICKET#: 1999 1 MAY 2025 19:37:56

Thank You
For Shopping Local
Please come again!

Work Address: Anderson 1156 N 9th Date: 5/11/2025 Complete Inc.

Owner: Russell 3 Jennifer Tenant: Russellhaynes76@yahoo.com

Phone: 402 641 2628 Email: Russellhaynes76@yahoo.com

Billing Address: 11 68434

Description: Cloak Main

Quote: T-Case

Accepted 50% Down Customer Signature: _____

Material	Wty	Qty	Cost	Total
labor sewer cable		5	1125	1125
NO HUB		3"	15	
T-CASE		1	20	
panel 9x6		1	10	
Mech serv fee 0.75%		1	87.37	
TOTAL \$1,292.37				
1125				

Work Performed: Cable main kiosk clo in basement (I cut access) flush bay main NO AFRAIL

Cable from floor drain

Clog and possible collapsed main

Wed / Double clo 5-14-2025

\$3,000 - 3,500

Inspect & cable main

1629

Paid in Full Check Cash Card

Further action required: Parts Ordered Rescheduled Bid Sold Est. Sent

Referred To: _____

Verbal Signature: _____

Customer Signature: _____

No Warranty on Owner Supplied Material. Minimum Billing of One Hour, includes travel time. Extra Fuel Surcharge may apply. Billable Charges may be subject to state &/or local sales tax. Work performed comes with a 30 day warranty unless otherwise stated. Discounts may not apply for warranties. As is, no warranty on cabling drains. Payment due at end of services. \$100 plus interest (State % Max) late fee. Lien applied after 30 days.

Permit \$ _____ Flush Bag \$ 10 _____ Closet Auger \$ _____ Plumbing Serv. Sup. \$ 10 _____

Elec Cable \$ 5 _____ Sewer Camera \$ _____ Backflow Gauge \$ _____ Chemicals \$ _____

Sewer Machine \$ 10 _____ Ram Jet \$ _____ Air Test Eq. \$ _____ Air Compressor \$ _____

Single Fixture \$ _____ Gas Permit \$ _____ Trip Charge \$ _____

DAY 1 TIME: Call Back Warranty Labor Parts AM break PM break Lunch

DAY 2 TIME: Lunch AM break PM break

Time Start: 9:00 Mech: Justin Hrs: 4.5 OT: _____ DT: _____ WTY: _____

Time Arrive: 9:45 Helper: _____ Hrs: _____ OT: _____ DT: _____ WTY: _____

Time Depart: 1:30 Bill Hrs: 1.5 N/C _____ OT: _____ DT: _____ WTY: _____

Time Back @ Lincoln City Limit: 30

Time Back @ Home OT: _____

DUNRITE PLUMBING, LLC
 Lincoln and Surrounding Area
 402-613-7600
 www.plumbingdunrite.com
 PO Box 57363
 Lincoln, NE 68505

Emergency Sewer Backup Form

Date: 5-11-25

Time of Call: 8:45 PM

Address affected: 1156-N 8th

Customer name: Ross Hains

Customer phone: 402-641-2628

Sewer Information

	Number	Backed up Yes/No	Picture Yes/No	Jet Clean Yes/No
Upstream Manhole	E11-23	NO	NO	Yes
Downstream Manhole	E11-35	Yes	NO	Yes
For multiple lines jetted				
Upstream Manhole				
Downstream Manhole				

Comments: Jetted from E11-23 to E11-35 and passed it approx another 50'. Did not hit any obstructions, manhole drained quickly. Resident had water approx 5' around drain in basement - it also drained quickly.

Name of Employees involved: Dan Cerny on call,

Gary Janick

Took pictures resident very appreciate of our quick response and outcome.

Gary Janicek

Subject: Monthly Manhole Problem List
Start Date: Tuesday, March 18, 2025
Due Date: Saturday, October 18, 2025

Status: Not Started
Percent Complete: 0%

Total Work: 0 hours
Actual Work: 0 hours

Owner: Gary Janicek

Monthly Manhole Problem List: Initial & Date Brandon, Shad, Jared 4-25-25

All Manholes on list have had a problem at one time and were put on the list to prevent future backups and liabilities.

1. South siphon ✓
2. Parade of Flags ✓
3. E9-42 1st & Ash Flush
4. E9-51 Just North of 1st & Ash ✓
5. E10-15 Alley Behind 347 E Bradford ✓
6. North Siphon ✓
7. Roberts Between 1st & Columbia ✓
8. E10-60 Alley Between Moffit & Lincoln ✓
9. E11-22 Child Development Center ✓
10. E11-20 Davisson Drive Flush
11. E11-77 Sunrise ✓
12. E11-130 Meadow Lane ✓
13. 1280- Nth 6t ✓
14. E11-36 1210-Nth 7th, S.E. Corner of Property ✓
15. E11-35 1216-Nth 8th Backyard Under Fence ✓
- ✓16. E10-123 Park Ave. Between 7th & 8th
- ✓17. E10-113 Park Ave. & 6th
- ✓18. E10-7 Between Fast Mart & Day Care
- ✓19. Chinese Restaurant
20. D6-14 Between McDonald's & Casey's
Flush



2. Consideration of a Request from the Seward Arts Council for Approval of Sale and Consumption of Alcoholic Beverages at the Seward Bandshell for 'Second Saturday Art Connections' Series During Summer 2025 - Alison Koch, Seward Arts Council

SDL – LOCAL RECOMMENDATION

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

121948 License # Red Path Gallery + Tasting Room Licensee Name/Non-Profit Organization

Event location name: Seward Bandshell

Event address/location: 140 N 5th St. Seward, NE 68434

Event Type: Music Series

Event date(s): 6/7/25

Event start time(s): 3pm

Event end time(s): 11pm

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: 188' X 110' (Must submit a diagram)

Estimated number of attendees: 200

Alternate dates/times: NA

Alternate location name/location: NA

Type of alcohol to be served: Beer X Wine X Distilled Spirits X

Event contact name: Alison Koch Event contact phone number: 402-641-8211

Event contact Email: alisonredpathgallery@gmail.com

*Signature Authorized Representative: Alison Koch

Local Governing Body completes below:

The local governing body for the City of _____ **OR**
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

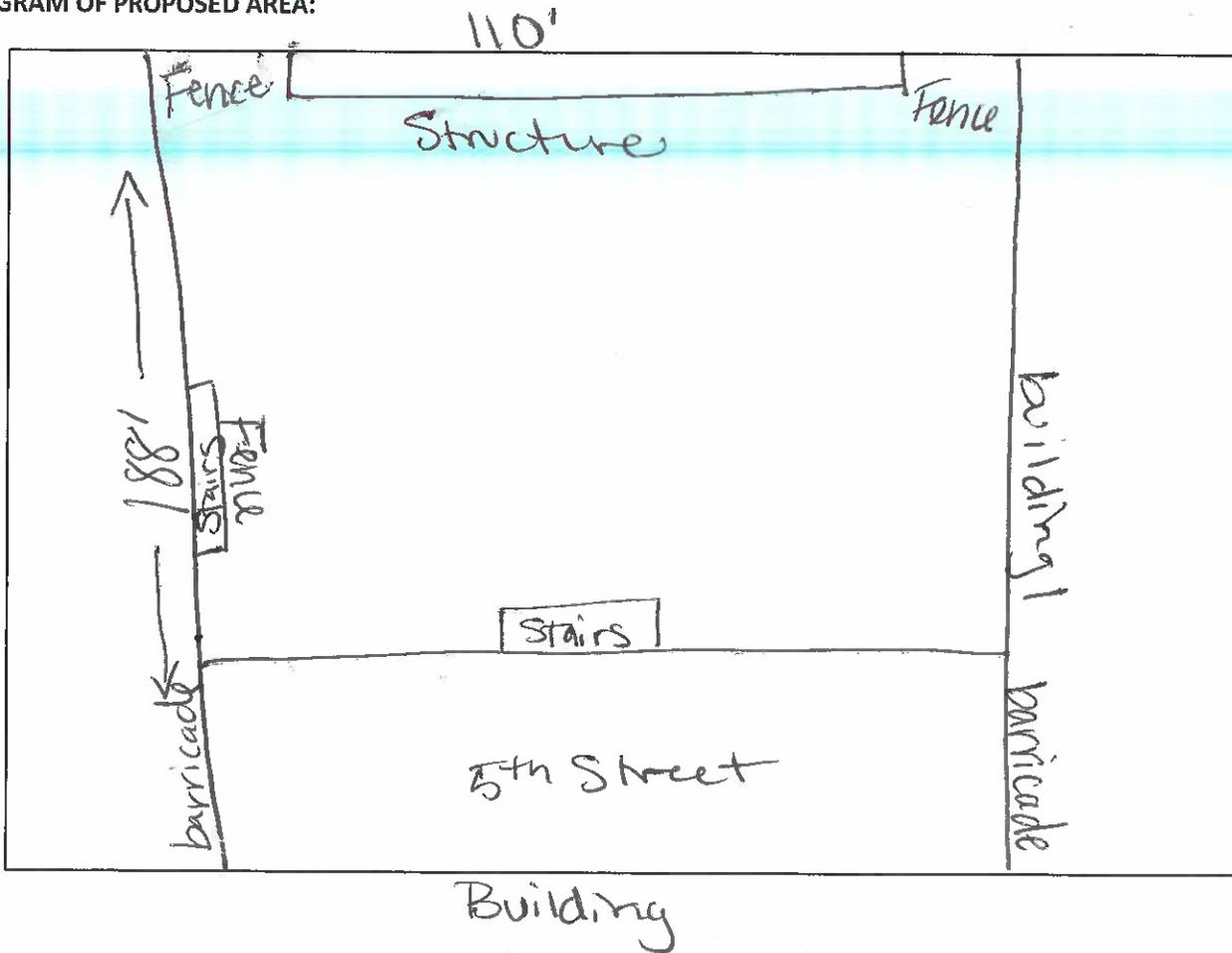
SDL – OUTDOOR AREA DIAGRAM

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

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET

HOW AREA WILL BE PATROLLED: All entrances patrolled, wristbands for alt
barricades/fencing

DIAGRAM OF PROPOSED AREA:





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

APPLICATION FOR PARADE, MARCH OR SPECIAL EVENT

IF THIS PARADE, MARCH, OR SPECIAL EVENT INVOLVES THE TEMPORARY USE OF ANY PORTION OF THE STATE HIGHWAY SYSTEM OR CITY FACILITIES, FORMAL ACTION BY THE CITY COUNCIL IS REQUIRED. THE CITY IS REQUIRED TO PROVIDE 30 DAYS NOTICE TO THE STATE OF NEBRASKA REGARDING HIGHWAY USE. THE COUNCIL MEETS THE 1ST & 3RD TUESDAYS OF EVERY MONTH AND REQUESTS MUST BE RECEIVED BY NOON ON WEDNESDAY PRIOR TO THE NEXT COUNCIL MEETING AND MUST INCLUDE A COPY OF THE INSURANCE POLICY FROM THE SPONSORING ORGANIZATION.

We, the undersigned, hereby apply for a permit for a (CIRCLE ONE):

Parade

March

Special Event

on 6/1/25, 7/12/25 from 3pm to 10:00pm for the purpose of 5th St Summer
(DATE) 8/2/25 (TIME) (TIME)

Music Series for approximately 200 people.

The location of the event will be held at the following address(es): Seward Bandshell
140 N 5th St Seward, NE 68434 + 1/2 of 6th Street

Additionally, we request the following from the City: barricades picnic tables

to be delivered to the site by (Date/Time) _____ at the following location(s):

5th Street between Seward Street + Jackson

Lastly, we intend to sell or offer the following during the event (CHECK ALL THAT APPLY):

Food Alcohol Other: _____

Additional Comments: Food trucks, Alcohol, carnival games

Seward Arts Council alisanredpathgallery@gmail.com 402-641-92
APPLICANT'S/ORG. NAME EMAIL ADDRESS TELEPHONE NO.

11293 224th Rd Seward NE 68434
APPLICANT'S/ORG. ADDRESS CITY STATE ZIP

Alison Kohn 5/16/25
APPLICANT'S SIGNATURE DATE

A Certificate of Liability Insurance naming the City of Seward as additionally insured in the amount of \$1,000,000 is required. The insurance certificate must show evidence of coverage specific to the event and activities to be conducted. The City Clerk must have the insurance certificate in hand before a permit is issued.

3. Discussion of Long-Term Plan for Recycling Center - Street Superintendent Miers
4. Consideration of an Addendum (#2) to the Cooperative Public Safety Software, Hardware and Related Services (Zuercher) - Chief of Police Peters

FOR REVIEW

ADDENDUM #2 ADDING THE CITY OF DAVID CITY, THE CITY OF CRETE, AND BUTLER COUNTY 911 AS PARTIES TO THE INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC SAFETY SOFTWARE, HARDWARE, AND RELATED SERVICES BY AND AMONG THE COUNTIES OF BUTLER, SALINE, SEWARD AND YORK, AND THE CITIES OF SEWARD, YORK, AND MILFORD

THIS AGREEMENT made and entered into by and between the Counties of Butler, Saline, Seward, and York and the participating Cities of Seward, York, and Milford, all being political subdivisions of the State of Nebraska, hereinafter referred to collectively as the “Parties” and individually as a “Party” and the City of David City, the City of Crete, and Butler County 911.

WITNESSETH:

WHEREAS the Interlocal Cooperation Act, *Neb. Rev. Stat. §§13-801 et seq.* (Reissue 2012), permits units of local governments in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS the *Neb. Rev. Stat. §13-801* provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS the Parties have previously entered into a Interlocal Agreement for a joint law enforcement case management system known as Zuercher Technologies LLC (herein “Zuercher”); and

WHEREAS the Zuercher Interlocal Agreement which was fully executed on January 14, 2020 provides for additional agencies to become part of the Zuercher Interlocal Agreement; Specifically, Paragraph 31 provides:

Additional Counties, Cities or Villages may become Parties to this agreement upon acceptance and execution of this agreement, and upon written approval by the governing bodies of all the Parties to this Agreement. It is understood that the addition of another Party(ies), may not have a financial impact on the current Parties (positive or negative) because Zuercher will bill the new Party directly and individually.

WHEREAS, the City of David City desires to enter into the Zuercher Interlocal Agreement as an additional party and be bound to the conditions in the original Zuercher Interlocal Agreement; and

FOR REVIEW

WHEREAS, the City of Crete desires to enter into the Zuercher Interlocal Agreement as an additional party and be bound to the conditions in the original Zuercher Interlocal Agreement; and

WHEREAS, Butler County 911 desires to enter into the Zuercher Interlocal Agreement as an additional party and be bound to the conditions in the original Zuercher Interlocal Agreement; and

WHEREAS, the Parties agree that the City of David City, the City of Crete, and Butler County 911 may be added as additional parties to the Zuercher Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

1) The City of Crete (hereinafter CRETE) shall be added as an Additional Party to the Original Zuercher Interlocal Agreement.

2) CRETE shall be subject to the terms and requirements of the Original Zuercher Interlocal Agreement, Zuercher Software License and Service Agreement (herein “Master Agreement”) entered into by the County of Seward, Nebraska on March 19, 2019. The Master Agreement and all Exhibits and Schedules, consisting of 48 pages, are hereby made part of this Interlocal Agreement and incorporated herein by reference.

3) The City of David City (hereinafter DAVID CITY) shall be added as an Additional Party to the Original Zuercher Interlocal Agreement.

4) DAVID CITY shall be subject to the terms and requirements of the Original Zuercher Interlocal Agreement, Zuercher Software License and Service Agreement (herein “Master Agreement”) entered into by the County of Seward, Nebraska on March 19, 2019. The Master Agreement and all Exhibits and Schedules, consisting of 48 pages, are hereby made part of this Interlocal Agreement and incorporated herein by reference.

5) Butler County 911 (hereinafter BUTLER COUNTY 911) shall be added as an Additional Party to the Original Zuercher Interlocal Agreement.

6) BUTLER COUNTY 911 shall be subject to the terms and requirements of the Original Zuercher Interlocal Agreement, Zuercher Software License and Service Agreement (herein “Master Agreement”) entered into by the County of Seward, Nebraska on March 19, 2019. The Master Agreement and all Exhibits and Schedules, consisting of 48 pages, are hereby made part of this Interlocal Agreement and incorporated herein by reference.

7) No other parts of the Original Zuercher Interlocal shall be modified by this Addendum #2 to the Interlocal.

FOR REVIEW

FOR SEWARD COUNTY:

Dated this ____ day of _____, 2025 SEWARD COUNTY BOARD OF COMMISSIONERS Seward, Nebraska BY: _____ CHAIRPERSON	APPROVED AS TO FORM this ____ day of _____, 2025 _____ (Deputy) Seward County Attorney
--	--

FOR SALINE COUNTY:

Dated this ____ day of _____, 2025 SALINE COUNTY BOARD OF COMMISSIONERS Wilber, Nebraska BY: _____ CHAIRPERSON	APPROVED AS TO FORM this ____ day of _____, 2025 _____ Saline County Attorney
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FOR BUTLER COUNTY SHERIFF:

Dated this ____ day of _____, 2025 BUTLER COUNTY BOARD OF SUPERVISORS Wilber, Nebraska BY: _____ CHAIRPERSON	APPROVED AS TO FORM this ____ day of _____, 2025 _____ Butler County Attorney
--	---

FOR YORK COUNTY:

Dated this ____ day of _____, 2025 YORK COUNTY BOARD OF COMMISSIONERS York, Nebraska BY: _____ CHAIRPERSON	APPROVED AS TO FORM this ____ day of _____, 2025 _____ York County Attorney
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FOR REVIEW

FOR THE CITY OF YORK:

<p>Dated this ____ day of _____, 2025</p> <p>MAYOR OF THE CITY OF YORK York, Nebraska</p> <p>BY: _____ MAYOR</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2025</p> <p>_____ York City Attorney</p>
--	---

FOR THE CITY OF SEWARD:

<p>Dated this ____ day of _____, 2025</p> <p>MAYOR OF THE CITY OF SEWARD Seward, Nebraska</p> <p>BY: _____ MAYOR</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2025</p> <p>_____ Seward City Attorney</p>
--	---

FOR THE CITY OF MILFORD:

<p>Dated this ____ day of _____, 2025</p> <p>MAYOR OF THE CITY OF MILFORD Milford, Nebraska</p> <p>BY: _____ MAYOR</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2025</p> <p>_____ Milford City Attorney</p>
--	--

FOR BUTLER COUNTY 911:

<p>Dated this ____ day of _____, 2025</p> <p>BUTLER COUNTY BOARD OF SUPERVISORS Wilber, Nebraska</p> <p>BY: _____ CHAIRPERSON</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2025</p> <p>_____ Butler County Attorney</p>
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FOR REVIEW

FOR THE CITY OF DAVID CITY:

<p>Dated this ____ day of _____, 2025</p> <p>MAYOR OF THE CITY OF DAVID CITY David City, Nebraska</p> <p>BY: _____ MAYOR</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2025</p> <p>_____</p> <p>David City, City Attorney</p>
--	---

FOR THE CITY OF CRETE:

<p>Dated this ____ day of _____, 2025</p> <p>MAYOR OF THE CITY OF CRETE Crete, Nebraska</p> <p>BY: _____ MAYOR</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2025</p> <p>_____</p> <p>Crete City Attorney</p>
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5. Consideration of an Amendment (#2) to the Agreement with JEO Consulting Group, Inc. for Design Engineering Services for the East Hillcrest Improvements Project in the Amount of \$28,750.00 - City Engineer Oneby



**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2**

The Effective Date of this Amendment is: _____ .

ARTICLE 1 – BACKGROUND DATA

Effective Date of Owner-Engineer Agreement: **12-21-2021**
Owner: **City of Seward**
Engineer: **JEO Consulting Group, Inc.**
Project: **East Hillcrest Improvements, Design and Bidding Services**
City of Seward Task Order No. 2021-3
JEO # 211615.00

ARTICLE 2 – NATURE OF AMENDMENT

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications of payment to Engineer

ARTICLE 3 – DESCRIPTION OF MODIFICATIONS

Perform engineering services related to the design of water main, street lighting and other services identified in the scope of services. See Exhibit A, attached.

ARTICLE 4 – AGREEMENT SUMMARY

Original agreement amount:	\$ <u>81,850</u>
Net change for prior amendments:	\$ <u>47,600</u>
This amendment amount:	\$ <u>28,750</u>
Adjusted Agreement amount:	\$ <u>158,200</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

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

OWNER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

ENGINEER: **JEO Consulting Group, Inc.**

By: *Ryan C. Kavan*
Print
name: Ryan C. Kavan

Title: Project Manager

Date Signed: May 15, 2025



**SCOPE OF SERVICES:
Exhibit A**

PROJECT DESCRIPTION:

Seward, NE: The project will consist of repaving of East Hillcrest Drive from Eastridge Drive east approximately 1,100 feet to near the Plum Creek bridge. This scope of services is for additional design services required to complete the project and prepare for bidding. The original design included design services for pavement, storm sewer and street lighting. This amendment is to address the addition of water main, revisions related to requests from adjacent property owners and improvements to the parking lot of the adjacent trail head. This also includes coordination with utility companies with facilities within the corridor to update them on the current design.

1 ADDITIONAL DESIGN PHASE

- 1.1 Provide Project Management throughout all phases of the amendment, to include:
 - 1.1.1 Coordination of all design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the technical memos, plans and specifications, as well as ensure a timely project design.
 - 1.1.2 Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - 1.1.3 Provide oversight to ensure scope of services and schedule is met.
 - 1.1.4 Work with disciplines to identify potential risks and how to mitigate those risks.
 - 1.1.5 Review billed hours by design team and prepare invoice statements for Owner.
- 1.2 Additional Lighting Design:
 - 1.2.1 Complete the street lighting design based on current lighting design standards and available and currently available lighting systems.
 - 1.2.2 Adjust lighting design to accommodate the added driveway intersection servicing the Concordia University Property.
- 1.3 Utility Coordination:
 - 1.3.1 Work with City Staff to verify existing and proposed utilities are not in conflict with proposed work.
 - 1.3.2 Include up to 1 site visits.
 - 1.3.3 Provide copies of plans to private utilities.
- 1.4 Paving Design
 - 1.4.1 Update design to included an additional driveway and revise currently proposed driveways into the Concordia University properties on the south side of the project.
 - 1.4.2 Revisions to the trailhead parking lot, including full grading plan.
 - 1.4.3 Revised design limits at the west end of the project.
 - 1.4.4 Revise storm sewer to accommodate the driveway and grading revisions.

1.5 Verify and revise the water main design, specifically regarding the tie-ins at the west end of the project.

2 BIDDING AND NEGOTIATION PHASE

2.1 Additional services related to bidding due to the additional work, including water main, changes to lighting design and updates due to the current design and bidding schedule.

3 OWNER RESPONSIBILITIES

3.1 Provide timely review of documents or requests for information.

3.2 Provide access to property to conduct proposed services.

3.3 Provide contact information for utility companies within the right-of-way along the project route.

4 FEE

4.1 JEO proposes to provide the services defined above for the fees defined below:

Task	Fee
Additional Design Phase (Hourly, Not to Exceed)	<u>\$ 28,750.00</u>
Total Amendment No. 1 (Not to Exceed)	\$ 28,750.00

5 CONTRACT TIME

5.1 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.

5.2 Design Phase – 90 days from authorized to proceed. This includes the following:

5.2.1 Electrical & Final -Design 90 days from authorization to proceed.

5.3 Bidding and Negotiation Phase – 45-60 days from authorization to advertise.

5.4 Construction potential start – October 2025.

5.5 If the Basic Services covered by this Agreement have not been completed by December 15, 2025, through no fault of JEO, extension or adjustment of JEO’s services beyond that time shall be compensated as additional services.

5.6 The information in this proposal and fee estimate is valid until June 15, 2025. After that time, the scope of services and estimated schedule are subject to adjustment.

6 EXCLUSIONS

6.1 As described in the original scope of services.

6. Consideration of an Amendment (#3) to the Agreement with The Schemmer Associates, Inc. for the 6th Street-Ash to Lincoln St Watermain Project in the Amount of \$15,790.40
- City Engineer Oneby

This is **EXHIBIT A Part 2**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 1, 2025.

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

1. Background Data

- a. Effective Date of Owner-Engineer Agreement: 01/16/2024
- b. Owner: City of Seward Nebraska
- c. Engineer: The Schemmer Associates, Inc.
- d. Project: 6TH STREET-ASH ST TO LINCOLN ST WATERMAIN CONSTRUCTION ENGINEERING

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

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

3. Description of Modifications

Attachment 1, "Modifications"

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

OWNER:

City of Seward

By: _____

Title: _____

Date Signed: _____

Signed: _____

ENGINEER:

The Schemmer Associates, Inc.

By: Doug Holle

Title: Executive Vice President

Date Signed: May 1, 2025

Signed: _____



This is **Attachment 1**, consisting of 1 page, to Amendment No. 3, dated May 1, 2025.

Modifications

1. Engineer shall perform the following Additional Services:

Services to be provided by ENGINEER consist of topographical survey services as set forth below:

- SEE ATTACHED SCOPE OF WORK

2. The responsibilities of Owner are modified as follows:

NA

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

1. The total estimated compensation under Item A-3 of Paragraph of C2.01 (Exhibit C) of the original agreement is amended to \$156,526.00 (original contract fee) + \$49,615.00 (Amendment #1 fee) + \$23,171.60 (Amendment #2 fee) + **\$15,790.40 (Amendment #3 fee)** = \$245,103.00.

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

Construction inspection for punch list activities in December 2024 and spring 2025.

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

SCOPE OF SERVICES AMENDMENT #3

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

City Project Number _____

May 1, 2025

Additional Services Description

Change order #1 increased final completion date for project from 8/1/2024 to 4/30/2025. Schemmer provided additional inspection and coordination for punch list work and restoration seeding / sodding and sprinkler system repairs in December 2024 and Spring 2025. Schemmer also completed drafting change order #1 and reviewed pay application #3 for contractor's substantial completion of project.

TASK 1. Project Management

1.1 *Project Management*

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

~~1.2 *Coordination with Others*~~

~~The Consultant will coordinate their design with City departments and NDOT that are involved with this project or adjacent projects. Coordination includes one-on-one meetings with City departments, consultants, or outside agencies. 1 coordination meetings with other City departments, consultants, or outside agencies are assumed for this project. The Consultant will be responsible for preparing the agenda as well as developing and distributing meeting minutes. This task does not include coordination with utilities or the public.~~

~~TASK 2. General Project Meetings~~

~~2.1 *Review Meetings*~~

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

- ~~• Preliminary design submittal~~

TASK 3. Survey

~~The Consultant will utilize the existing survey developed by NDOT for the Highway 15 reconstruction project. The Consultant will supplement the NDOT survey with current underground utilities based on locates in the field and drawings provided by the utility companies.~~

~~Locations of water service lines will be provided by the City and drafted on the survey per water service records provided.~~

TASK 4. Utility Coordination

~~NA~~

TASK 11. Water Main Design

~~11.1 Preliminary Design~~

- ~~11.4.1 Consultant to set horizontal alignment~~
- ~~11.4.2 Consultant to set vertical alignment~~
- ~~11.4.3 Consultant to layout new hydrant locations (assume 1 hydrant)~~
- ~~11.4.4 Consultant to layout connections to existing watermains~~

~~11.2~~

~~Final Design~~

- ~~11.5.1 Consultant to modify horizontal alignment~~
- ~~11.5.2 Consultant to modify vertical alignment~~
- ~~11.5.3 Consultant to finalize new hydrant location~~
- ~~11.5.4 Consultant to finalize connections to existing watermains~~

TASK 17. Plan, Specifications & Estimates

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

~~17.1 Plan Set Development~~

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

~~17.1.1 Preliminary Plan Set Development~~

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

- ~~• Watermain plan and profile sheets (1 sheet)~~

~~17.1.2 Draft PS&E Submittal Plan Set Development~~

~~This task is to develop Plan sheets to be included in the draft PS&E plan set submittal including the following sheets:~~

- ~~• Revised Cover Sheet~~
- ~~• Revised Summary of Quantities~~
- ~~• Alignment sheets~~

- ~~Watermain plan and profile sheet~~
 - ~~Including utility crossing info in profile~~
- ~~Construction and removal sheet~~

~~17.2 Cost Estimates~~

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

- ~~PS&E Submittal~~

~~17.3 Special Provisions~~

~~No additional special provisions are anticipated.~~

TASK 18. Quality Control

Quality control will be conducted throughout the project.

TASK 19. Permit Applications / Agreements

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

- ~~NDOT Use of Right of Way Permit (amended existing permit)~~

TASK 21. Construction Phase

The following construction phase tasks will include, but are not limited to:

1. Mobilize a construction inspection team on site for the duration of the construction activities estimated to last up to 2 weeks (10 working days).
2. Maintain project field diaries, accurate quantities, files and records.
- ~~3. Construction progress photos~~
4. Complete daily report for each day.
5. Monitor the contractors' activities for compliance with the plans and specifications.
6. Review work zone traffic control devices each day CE firm is on site.
- ~~7. Review contractor submittals.~~
- ~~8. Conduct bi-weekly meetings (Construction Progress Meetings) with the contractor. One (1) meetings are included in this scope.~~
9. Draft change orders as needed. One (1) change order is included in this scope.
10. Review and recommend contractor's pay applications on a monthly basis. One (1) pay application reviews are included in this scope.
- ~~11. Perform materials testing in accordance with NDOT Materials Sampling Guide~~
- ~~12. Perform construction staking as listed below. It is assumed any stakes set and impacted by construction activity requiring re-staking will be viewed as additional effort and may result in added effort invoiced.~~
 - ~~a. Re-establish control~~
 - ~~b. Stake water main line and grade and valves / fittings~~

~~One trip is assumed~~

13. Conduct a final project walkthrough/inspection.
14. Prepare and provide to the contractor a punch list of repair items that need to be addressed before project acceptance.
15. Verify all project work has been completed, inspected and approved.
16. Prepare as-built plans. As-built plans will be created and submitted in electronic PDF format.

City Responsibilities

The City will supply the following information:

- Water, sewer and electrical locations, size, and materials
- Existing record drawings in PDF or TIF format
- Water and wastewater service tap records

Assumptions

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

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

~~No water modeling will be conducted~~

~~Plans associated with Amendment 2 will be change ordered into the existing contract with K2 Construction.~~

The City will pay for all fees by outside agencies directly

Project Cost Breakdown

6th St (Highway 15) Watermain Replacement, Ash St to Lincoln St (Amendment #3)

0

Direct Labor Costs						
Task No.	Task Description	Direct Labor	Overhead	Profit	FCCM	Total Fee
1	Project Management	\$550.00	\$0.00	\$0.00	\$0.00	\$550.00
2	General Project Meetings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Survey	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Utility Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12	Water Main Design	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17	Plans, Specifications & Estimates	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	Quality Control	\$550.00	\$0.00	\$0.00	\$0.00	\$550.00
19	Permit Applications/Agreements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	Construction Phase/Closeout	\$14,275.00	\$0.00	\$0.00	\$0.00	\$14,275.00
					Subtotal	\$15,375.00

DIRECT EXPENSES	Amount
Subconsultants:	\$0.00
Printing and Reproduction:	\$0.00
GEOTECH:	\$0.00
Lodging/Meals (GSA Established Rates)	\$0.00
Other Miscellaneous Costs:	\$415.40
Subtotal	\$415.40

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$15,375.00
Overhead @ 0.00%	\$0.00
Profit @ 0.00%	\$0.00
Facility Capital Cost of Money (FCCM) @ 0.00%	\$0.00
Direct Expenses	\$415.40
Total Fee	\$15,790.40

7. Consideration of an Amendment (#2) to the Agreement with The Schemmer Associates, Inc. for the Bradford Street Storm Sewer Improvements Project in the Amount of \$26,120.00 - City Engineer Oneby

This is **EXHIBIT A Part 2**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 1, 2025.

**AMENDMENT NO. 2
AMENDMENT TO OWNER-ENGINEER AGREEMENT**

1. Background Data

- a. Effective Date of Owner-Engineer Agreement: 06/06/2023
- b. Owner: City of Seward Nebraska
- c. Engineer: The Schemmer Associates, Inc.
- d. Project: BRADFORD ST STORM SEWER IMPROVEMENTS CONSTRUCTION ENGINEERING

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

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

3. Description of Modifications

Attachment 1, "Modifications"

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

OWNER:

City of Seward

By: _____

Title: _____

Date Signed: _____

Signed: _____

ENGINEER:

The Schemmer Associates, Inc.

By: Doug Holle

Title: Executive Vice President

Date Signed: May 1, 2025

Signed:  _____

This is **Attachment 1**, consisting of 1 page, to Amendment No. 2, dated May 1, 2025.

Modifications

1. Engineer shall perform the following Additional Services:

Services to be provided by ENGINEER consist of construction administration services as set forth below:

- SEE ATTACHED SCOPE OF WORK

2. The responsibilities of Owner are modified as follows:

NA

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

1. The total estimated compensation under Item A-3 of Paragraph of C2.01 (Exhibit C) of the original agreement is amended to \$110,307.50 (original contract fee) + \$57,815.00 (Amendment #1 fee) + **\$26,120.00 (Amendment #2 fee)** = \$194,242.50.

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

Construction inspection for punch list activities in Fall 2024 and Spring 2025.

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

SCOPE OF SERVICES AMENDMENT #2

City of Seward – Bradford Street Storm Sewer Improvements Construction Phase Contract

May 1, 2025

1. ADDITIONAL SERVICES DESCRIPTION

Through April 2025 the Schemmer has provided inspection and punch list coordination for 8 additional weeks beyond original contract duration, including Amendment #1, which had all work being completed in September 2024. This scope also includes effort in May 2025 to inspect remaining seeding / restoration work and complete project closeout.

2. ASSUMPTIONS

- Final Completion of project will be in May 2025.

3. ~~PRE-CONSTRUCTION PHASE~~

~~The following pre-construction phase tasks will include but are not limited to:~~

- ~~A. Conduct the pre-construction meeting with the contractor and all stake holders. Two (2) preconstruction meetings are included in this scope.~~
- ~~B. Preconstruction photos~~
- ~~C. Draft and hand out flyers to residents~~

4. CONSTRUCTION PHASE

The following construction phase tasks will include, but are not limited to:

- ~~A. Establish a procedure for managing, tracking, and storing all relevant documents between the contractor, City, and CE firm.~~
- B. Mobilize a construction inspection team on site for the duration of the construction activities.
- C. Maintain project field diaries, accurate quantities, files and records.
- D. Construction progress photos
- E. Complete daily report for each day.
- F. Monitor the contractors' activities for compliance with the plans and specifications.
- G. Review work zone traffic control devices each day.

- ~~H. Review contractor submittals.~~
- ~~I. Conduct weekly meetings (Construction Progress Meetings) with the contractor. Twenty one (21) meetings are included in this scope.~~
- J. Draft change orders as needed.
- K. Review and recommend contractor's pay applications on a monthly basis.
- ~~L. Perform erosion control inspections on a weekly basis. If discrepancies are found, issue non-conformance report to contractor and monitor progress for correction.~~
- ~~M. Perform materials testing in accordance with NDOT Materials Sampling Guide~~
- N. Perform construction staking as follows:
 - ~~1. Re-establish control~~
 - ~~2. Stake removals~~
 - ~~3. Stake storm sewer~~
 - 4. Storm sewer as built flow line and rim shots

5. CONSTRUCTION CLOSEOUT

The following construction phase tasks will include but are not limited to:

- A. Conduct a final project walkthrough/inspection.
- B. Prepare and provide to the contractor a punch list of repair items that need to be addressed before project acceptance.
- C. Verify all project work has been completed, inspected and approved.
- D. Prepare as-built plans. As-built plans will be created and submitted in electronic format.

7. PROJECT MANAGEMENT

The following project management tasks will include, but are not limited to:

- A. Review work, communication with contractor / client, and invoicing



Hour Estimate Form
Construction Engineering Services Amendment #2
Bradford Street, 10th to 6th Streets Storm Sewer Improvements

City of Seward
 Project Nos. 08586.001-B

May 1, 2025

ITEM NO.	TASK DESCRIPTION	SEN ENG	PROJ REP	FIELD TECH II	SEN RLS	CADD TECH	2 MAN SURV CREW	ADMIN SUPP	TOTAL PER TASK	Task Cost
I.	Construction Phase									\$ 21,945.00
I.a	Mobilize construction inspection team on site		50						50	
I.b	Maintain project diaries, quantities, and records		5						5	
I.c	Construction photos		10						10	
I.d	Complete daily reports	2	20						22	
I.e	Monitor contractors' activities for compliance with plans and specs	2	50	1					53	
I.f	Review traffic control devices each day		2						2	
I.g	Change orders	4	2						6	
I.h	Pay app reviews	2	2						4	
I.i	Construction staking				5	0	15	1	21	
II.	Construction Closeout									\$ 2,410.00
II.a	Final project walkthrough / inspection	2	6						8	
II.b	Prepare and distribute punch list		4						4	
II.c	Verify project work completion and acceptance		2							
II.d	As Built Plans	1	4						5	
III.	Project Management									\$ 760.00
III.a	Review work, communication, invoicing	4							4	
	Labor Fee	\$ 3,230.00	\$ 18,055.00	\$ 75.00	\$ 750.00	\$ -	\$ 2,925.00	\$ 80.00		\$ 25,115.00
	Direct Expenses									\$ 1,005.00
	TOTALS	\$ 3,230.00	\$ 18,055.00	\$ 75.00	\$ 750.00	\$ -	\$ 2,925.00	\$ 80.00		\$ 26,120.00

**Construction Engineering Services
Bradford Street, 10th to 6th Streets Storm Sewer Improvements**

City of Seward
Project Nos. 08586.001-B

BREAKDOWN OF COSTS

<u>PROJECT TASK & PERSONNEL CLASSIF</u>	<u>ESTIMATED HOURS</u>	<u>STANDARD RATE</u>	<u>ESTIMATED TOTAL</u>
I. Construction Phase			
SENIOR ENGINEER	10	\$190.00	\$1,900
PROJECT REPRESENTATIVE	141	\$115.00	\$16,215
FIELD TECHNICIAN II	1	\$75.00	\$75
RLS	5	\$150.00	\$750
CADD TECHNICIAN	0	\$85.00	\$0
2 MAN SURVEY CREW	15	\$195.00	\$2,925
ADMINISTRATIVE SUPPORT	1	\$80.00	\$80
		TASK TOTAL	\$21,945
II. Construction Closeout			
SENIOR ENGINEER	3	\$190.00	\$570
PROJECT REPRESENTATIVE	16	\$115.00	\$1,840
FIELD TECHNICIAN II	0	\$75.00	\$0
RLS	0	\$150.00	\$0
CADD TECHNICIAN	0	\$85.00	\$0
2 MAN SURVEY CREW	0	\$195.00	\$0
ADMINISTRATIVE SUPPORT	0	\$80.00	\$0
		TASK TOTAL	\$2,410
III. Project Management			
SENIOR ENGINEER	4	\$190.00	\$760
PROJECT REPRESENTATIVE	0	\$115.00	\$0
FIELD TECHNICIAN II	0	\$75.00	\$0
RLS	0	\$150.00	\$0
CADD TECHNICIAN	0	\$85.00	\$0
2 MAN SURVEY CREW	0	\$195.00	\$0
ADMINISTRATIVE SUPPORT	0	\$80.00	\$0
		TASK TOTAL	\$760
Sub-Total			\$25,115
REIMBURSABLES			
Plan Sets	0	\$20.00	\$
Mileage	1500	\$ 0.670	\$ 1,005.00
Other			\$
Other			\$
Sub-Total			\$ 1,005.00
TOTAL ESTIMATED FEE			\$ 26,120.00

8. Consideration of a Recommendation to Award a Construction Contract to Vrba Construction in the Amount of \$514,850.90 - City Engineer Oneby

BID FORM – ADDENDUM #1 – 4-16-2025

Project Identification:

CITY OF SEWARD, WORTHMAN BOULEVARD WATERMAIN PHASE II

Contract Identification and Number:

Schemmer Project No. 09336.001-B

ARTICLE 1-BID RECIPIENT

1.01 This Bid is submitted to:

City of Seward, Nebraska – City Hall
Attn. Michael Oneby, P.E.
537 Main Street
P.O. Box 38
Seward, NE 68434

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>#1</u>	<u>04/11/2025</u>
<u>#2</u>	<u>04/23/2025</u>
<u>#3</u>	<u>04/24/2025</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data,"
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Worthman Boulevard Watermain – Phase II

Item	Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
1	TRAFFIC CONTROL	1	LS	\$ 5,645.00	\$ 5,645.00
2	MOBILIZATION	1	LS	\$ 32,000.00	\$ 32,000.00
3	GENERAL CLEARING AND GRUBBING	1	LS	\$ 3,155.00	\$ 3,155.00
4	EARTHWORK MEASURED IN EMBANKMENT (ESTABLISHED QUANTITY)	602	C.Y.	\$ 42.50	\$ 25,585.00
5	STABILIZED CONSTRUCTION EXIT	1	EA	\$ 5,000.00	\$ 5,000.00
6	8" CONCRETE PAVEMENT, CLASS 47B-3500	106	SY	\$ 104.00	\$ 11,024.00
7	SEEDING, TYPE B	2.42	AC	\$ 1,515.00	\$ 3,666.30
8	EROSION CONTROL, CLASS 1A	1,121	SY	\$ 3.50	\$ 3,923.50
9	SWPPP SIGN	1	EA	\$ 2,830.00	\$ 2,830.00
10	REMOVE 12" PLUG	1	EA	\$ 400.00	\$ 400.00
11	16" WATER MAIN PIPE	1,607	LF	\$ 73.00	\$ 117,311.00
12	12" WATER MAIN PIPE	1,788	LF	\$ 65.50	\$ 117,114.00
13	6" GATE VALVE AND BOX	7	EA	\$ 1,470.00	\$ 10,290.00
14	12" GATE VALVE AND BOX	6	EA	\$ 3,895.00	\$ 23,370.00
15	16" BUTTERFLY VALVE	4	EA	\$ 10,880.00	\$ 43,520.00
16	6" FIRE HYDRANT	8	EA	\$ 5,555.00	\$ 44,440.00
17	6" ANCHORING COUPLING, 18"	9	EA	\$ 267.00	\$ 2,403.00
18	16" ANCHORING COUPLING, 18"	1	EA	\$ 1,890.00	\$ 1,890.00
19	16" RETAINER GLAND	28	EA	\$ 305.00	\$ 8,540.00
20	12" RETAINER GLAND	41	EA	\$ 145.00	\$ 5,945.00
21	6" RETAINER GLAND	10	EA	\$ 38.85	\$ 388.50

22	16"x12" REDUCER, M.J.	1	EA	\$ 1,095.00	\$ 1,095.00
23	16"x6" REDUCER, M.J.	1	EA	\$ 975.00	\$ 975.00
24	16" PLUG, M.J.	1	EA	\$ 895.00	\$ 895.00
25	12" PLUG, M.J.	3	EA	\$ 345.00	\$ 1,035.00
26	16"x12" CROSS, M.J.	1	EA	\$ 2,830.00	\$ 2,830.00
27	12"X6" TEE	3	EA	\$ 825.00	\$ 2,475.00
28	12"X12" TEE	1	EA	\$ 1,100.00	\$ 1,100.00
29	16"X6" TEE	4	EA	\$ 1,725.00	\$ 6,900.00
30	16"X16" TEE	1	EA	\$ 2,730.00	\$ 2,730.00
31	12"X11.25 DEG BEND	2	EA	\$ 580.00	\$ 1,160.00
32	12"X45 DEG BEND	4	EA	\$ 2,530.00	\$10,120.00
33	16"X90 DEG BEND	2	EA	\$ 1,810.00	\$ 3,620.00
34	CONC FOR PLUGS AND COLLARS	2.2	C.Y.	\$ 455.00	\$ 1,001.00
35	STEEL FOR PLUGS AND COLLARS	110.9	LBS	\$.85	\$ 94.27
36	CONC FOR THRUST BLOCKS AND ANCHORAGES	11.2	C.Y.	\$ 415.00	\$ 4,648.00
37	STEEL FOR THRUST BLOCKS AND ANCHORAGES	436.5	LBS	\$.85	\$ 371.03
38	BENTOMAT GEOSYNTHETIC CLAY LINING	966	SF	\$ 5.55	\$ 5,361.30
TOTAL BID					\$ 514,850.90

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security in the form of Bid Bond_____;

Defined Terms

- 7.02 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

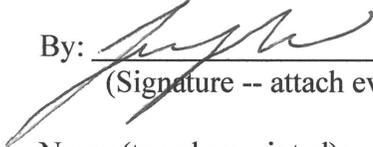
By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Vrba Construction, Inc.
(SEAL)

State of Incorporation: Nebraska
Type (General Business, Professional, Service, Limited Liability): _____

By:  _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Joeshph Vrba

Title: President
(CORPORATE SEAL)

Attest  _____

Date of Qualification to do business in [State where Project is located] is
____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____
(SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____
_____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 1177 Road 11

Schuyler, NE 68661

Phone No. 402-615-4469 Fax No. _____

E-mail niki@vrbaconstruction.com

SUBMITTED on April 29, 2025.

State Contractor License No. 50377-24. [If applicable]

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Vrba Construction, Inc.
1177 Road 11
Schuyler, NE 68661

SURETY (Name and Address of Principal Place of Business):

West Bend Insurance Company
1900 S 18th Ave
West Bend, WI 53095

OWNER (Name and Address):

City of Seward
537 Main Street
Seward, NE 68434

BID

Bid Due Date: April 29, 2025

Description (Project Name and Include Location): Worthman Boulevard Watermain - Phase II
Project # 09336.001-B
Seward, NE

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): April 24, 2025

Penal sum Five Percent (5%) of Amount Bid

\$ 5% of Amount Bid

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Vrba Construction, Inc.

Bidder's Name and Corporate Seal

By:

[Signature]
Signature

Joseph Vrba
Print Name

President
Title

Attest:

[Signature]
Signature

Operations Manager
Title

SURETY

West Bend Insurance Company

Surety's Name and Corporate Seal

By:

[Signature]
Signature (Attach Power of Attorney)

Rita Jorgenson
Print Name

Attorney-in-Fact
Title

Attest:

[Signature]
Signature Stacie Schottenbauer

Underwriting Assistant
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally comes _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____ }
County of _____ }

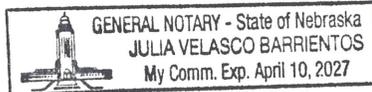
On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of Nebraska }
County of Sarpy }

On this 28th day of April, in the year 2025, before me personally come(s) Nicole Moore, to me known, who being duly sworn, deposes and says that he/she resides in the City of Gretna that he/she is the Operations Manager of the Urba Construction Inc, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.



Julia Velasco Barrientos
Notary Public



Bond No. _____

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Jack Anderson, Rita Jorgenson

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



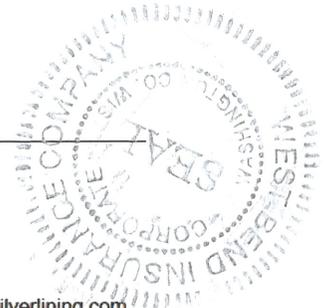
Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 24th day of April, 2025



Christopher C. Zwygart
Christopher C. Zwygart
Secretary



ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA

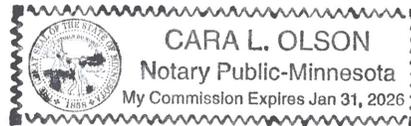


On this 24th day of April, 2025, before me, a Notary Public within and for said County, personally appeared **Rita Jorgenson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **West Bend Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Rita Jorgenson** acknowledged said instrument to be the free act and deed of said corporation.

Cara L. Olson

NOTARY PUBLIC

My Commission Expires *1/31/2026*



OWNER: City of Seward

PROJECT: Worthman Boulevard Water Main Phase II

ENGINEER: the Schemmer Associates

PROJECT NO.: 09336.001-B

BID OPENING LOCATION: City Hall, 537 Main St., Seward, Nebraska

BID OPENING DATE and TIME: 10:00 AM April 29, 2025

Witnessed

Signed Derek Bergmann Date 4/29/25

Name/Title Derek Bergmann, City Clerk

Signed [Signature] Date 4/29/25

Name/Title Seward City Engineer

No.	Bidder Name	Total Amount Base Bid	Plan holder	Bid Form	Addenda			CDBG Forms	Bid Bond
					1	2	3		
1.	Nemaha Sports Construction	\$663,255.88	X	X	X	X	X	0	X
2.	Van Kirk Bros	\$571,408.48	X	X	X	X	X	X	X
3.	Vrba Construction	\$514,850.90	X	X	X	X	X	0	X
4.	Pat Thomas Construction	\$598,272.37	X	X	X	X	X	-	X
5.	Bauer Infrastructure	\$614,157.25	X	X	X	X	X	0	X
6.	Neuvirth	\$618,625.01	X	X	X	X	X	-	X
7.	Global Earthworks	\$600,708.00	X	X	X	X	X	X	X
8.	K2 Construction	\$708,448.30	X	X	X	X	X	0	X
9.	HL Bookstrom	\$669,046.85	X	X	X	X	0	0	X
10.									
11.									
12.									
13.									
14.									

"X" Found

"O" Not Found

"-" Incomplete

9. 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 - City Engineer Oneby

Agreement No.	BK2267-002
Effective (NTP) Date	December 30, 2024
Supplement Amount	\$16,660.93
Total Agreement Amount	CPFF \$85,170.01

PROFESSIONAL SERVICES AGREEMENT SUPPLEMENT NO. 2

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

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

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on November 15, 2022, and Supplemental Agreement # 1 executed by LPA on May 7, 2024 for Consultant to provide Environmental Services for LPA's project, and

WHEREAS, it is necessary that services as outlined in Exhibit "A" be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement, and

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

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in Exhibit "A", Scope of Services, and Exhibit "B", Consultant's Fee Proposal, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION

- 2.1 LPA will issue Consultant a written Notice-to-Proceed upon full execution of this Supplemental Agreement. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
- 2.2 Consultant will complete all work stipulated in the Original Agreement, and this Supplemental Agreement by May 14, 2026.

SECTION 3. FEES AND PAYMENTS

Section 7 in Exhibit "C" of the Original Agreement is hereby amended in accordance with Exhibit "B" and as shown below.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

<u>Previous Amount*</u>	<u>This Supplement Amount</u>	<u>Amended Agreement Amount</u>	
\$ 23,714.70	\$5,501.28	\$29,215.98	For actual direct labor costs
\$ 37,734.42	\$9,513.61	\$47,248.03	For indirect labor costs & direct expenses
\$ 7,059.96	\$1,646.04	\$8,706.00	For a fixed fee for profit
\$68,509.08	\$16,660.93	\$85,170.01	Total agreement amount

*includes all prior supplements

SECTION 4. CONFIDENTIAL INFORMATION

Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that LPA does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against LPA for the disclosure of such information.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION BY LPA

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

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

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

SECTION 7. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by the Consultant this 22 day of January, 2025.

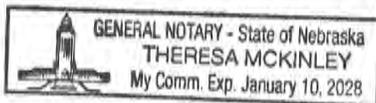
HDR ENGINEERING, INC.
Matthew Tondl

Matthew Tondl

Senior Vice President

STATE OF NEBRASKA)
DOUGLAS COUNTY)ss

SUBSCRIBED AND SWORN to before me this 22 day of January, 2025.



Theresa McKinley
Notary Public

EXECUTED by LPA this _____ day of _____, 20____.

CITY OF SEWARD
Joshua Eickmeier

Mayor

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
Federal Funding Eligibility:

Date

Consultant Work Order (Local Projects)

Project No.: BRO-7080(56)		Control No.: 13524
Consultant: (Name and Representative) HDR, Lisa Richardson	Agreement No.: BK2267	Work Order No.: # 2
LPA: (Name and Representative) City of Seward, Mike Oneby		Constr. Change Order No.: (If applicable)
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p>		
<p>Justification to modify agreement: (Include scope of services, deliverables, and schedule) Requesting a consultant work order for public involvement activities not included in the original scope. Scope of services and fee estimate are attached.</p>		
Work Title	Summary of Fee	
	A. Total Direct Labor Cost	= 5,501.28
	B. Overhead (Factor * x A)	= 8,688.72
	C. A + B	= 14,190.00
	D. Profit/Fee (Factor ** x C)	= 1,646.04
*Overhead Factor: 157.94%	E. FCCM (Factor*** x A)	= 24.89
**Profit/Fee Factor: 11.60%	F. Direct Non-Labor Cost	= 800.00
***Facility Capital Cost of Money (FCCM): 0.45%	G. Subconsultant Services	=
Total Fee Notes:	TOTAL FEE: C + D + E + F + G	=
	<input checked="" type="checkbox"/> ESTIMATED TOTAL FEE:	\$16,660.93
	<input type="checkbox"/> FINAL TOTAL FEE:	

Work Order Authorization – May be granted by email and attached to this document.

Consultant:

Matthew B Tondl _____ *Matthew B. Tondl* _____ Dec 19, 2024
Name Signature Date

LPA:

Name Signature Date

LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):

Name Signature Date

LPS Unit Head Review (for PE Phase):

KAR SIA _____ *Kar SIA* _____ 12/30/24
Name Signature Date

LPS Manager or Construction Engineer (Construction Phase):

Name Signature Date

FHWA: (FHWA Approval on Full Oversight Projects Only):

Name Signature Date

Notice to Proceed will be granted by email by:
 LPS PC for Preliminary Engineering & CD PC for Construction Engineering.

FMIS Approval Date:
 12/30/24

Notice to Proceed Date:
 12/30/24

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOT Agreements Engineer, Highway Funds Manager, CD PC

ENVIRONMENTAL SERVICES

PROJECT NO.: BRO-7080(56)

CONTROL NO.: 13524

LOCATION: Seward County

STATE PC: Christina Bavougian, christina.bavougian@nebraska.gov

LPA POINT OF CONTACT: Paul Kieper, paul.kieper@nebraska.gov

CONSULTANT: HDR Engineering, Inc.

CONSULTANT POINT OF CONTACT: Lisa Richardson, lisa.richardson@hdrinc.com

STRUCTURE NUMBER(S): U220002015

SUPPLEMENT #2: Public Involvement

A. PROJECT DESCRIPTION

This bridge project is located on Bluff Road, approximately 0.11 mile east of Karol Kay Boulevard, in Seward County, within the city of Seward. The project includes the length of the bridge and 80 feet beyond the west approach section and 134 feet beyond the east approach section. Construction may begin and/or end approximately 500 feet ahead of or beyond the actual project limits to accommodate transitioning the road surface. The existing bridge over Plum Creek (Structure Number U220002015) is a 101-foot-long, triple span bridge with one 40-foot-long steel thru truss and two 30-foot-long rolled steel beam spans with a 23.7-foot roadway. The existing roadway generally consists of two 10-foot-wide lanes with 2-foot-wide earth shoulders.

The improvements on this project consist of bridge replacement, bank stabilization, rock riprap, grading and surfacing for guardrail, a temporary waterway crossing for construction, and roadway surfacing.

This scope provides for public involvement services related to compliance with the Environmental National Policy Act (NEPA) for the Project named above.

B. LPA OR STATE, ON LPA'S BEHALF, TO PROVIDE (to the extent that the items listed are available or needed for the scope checklist above):

1. Project location, Program documents (NDOT-530, NDOT-53), NDOT-213 Purpose and Need statement, NDOT-182 Project Description, NDOT-173 Project Details, and general project location map. When appropriate, detour route information will be provided (including a list of property owners along the project and detour route).
2. If available, electronic files of current aerial photographs with Project alignment and preliminary design, existing and new rights-of-way (ROW) and easements, topographic survey, utilities data, and Limits of Construction (LOC).
3. Roadway Feature File, Alignment File, Feature Codes and SMD (Simple Method Description) File (downloadable from NDOT's website).

C. APPLICABLE PUBLICATIONS:

Work shall be done in accordance with the most current version of the following materials:

1. Nebraska Categorical Exclusion Guidance (October 2018).
2. Programmatic Categorical Exclusion Agreement between the Federal Highway Administration and the Nebraska Department of Transportation (April 2015).
3. Nebraska Department of Transportation. Nebraska Public Involvement Procedure. (September 2015).

D. PUBLIC INVOLVEMENT

1. Consultant shall serve as the agent for LPA representing the Client in all matters related to public involvement services for this project, with the exception of:
 - a. Civil Rights Analysis
2. It is anticipated that the project will require the following major tasks (include the following, as appropriate):
 - a. Project Management and QA/QC
 - b. Public Involvement Plan
 - c. Outreach

- d. Public Involvement Summary Memo and Report
- 3. Work shall be done in accordance with the most current version of the following materials. The most current versions of the NDOT materials can be obtained from the NDOT website.
 - a. NDOT Public Involvement Procedure
- 4. Additional hours will be negotiated with the Consultant, by supplement to this Agreement, for preparation of additional public involvement materials required to support increased levels of Public Involvement.

CONSULTANT SHALL PROVIDE:

- 1. Preparation and Distribution of Outreach
 - a. Distribution List
 - 1) Consultant shall compile names and mailing addresses for local officials, as well as contiguous property and business owners along the project and any designated detour routes to create temporary and permanent distribution lists. Consultant shall coordinate with the County Assessor, online GIS map servers, or NDOT to obtain this information. These lists will be used as the mailing list for the public information packet, which will be reviewed and approved by NDOT's Public Involvement Office.
 - b. Public Information Packet. Consultant will development of a Public Information Packet to include a cover letter, fact sheet, map(s) with any detour(s), blank public comment sheet, and demographic survey. The fact sheet should include project location, purpose and need, scope of work, traffic volumes, construction schedule, accommodation of traffic (detour if needed), right-of-way or easements needed, potential impacts, and estimated cost. Materials will be sent to the LPA and State for review/comment. The Consultant will physically print and mail the public information packet after approval by NDOT's Public Involvement Office. Anticipate up to 150 mailers.
 - c. Legal Notice. Consultant will develop and coordination the publication one (1) legal notice once in local paper (Nebraska Press Association Certified). This shall occur at/around the same time the public is expected to receive the mailers, starting the official comment period.
- 2. Public Involvement Summary Memo and Report
 - a. Public Comments. Comments received during the public involvement period (30 calendar days) will be directed to the LPA and State for review and response. Copies of comments received and responses will be forwarded to the Consultant. Consultant will review and prepare responses to public comments for NDOT and Client review and approval. Consultant will provide a summary document of the public comments, including identification of comments and potential responses with assistance from the Client. Client will review, finalize, and HDR will disseminate (up to 25) responses to public comments.
 - b. Public Involvement Summary Memo and Report. Consultant will prepare Public Involvement Summary Memo and Report, in accordance with NDOT standards to document public outreach performed in association with the Project. Comments received and any responses will be included in the Summary Report.
 - c. DELIVERABLES:
 - 1) Public Involvement Workback Schedule
 - 2) Monthly Invoices and Progress Reports
 - 3) Public Involvement Plan
 - 4) Distribution list of project stakeholders and contiguous property owners
 - 5) Outreach including a public information packet and legal notice
 - 6) Public Involvement Summary Memo and Report

E. PROJECT MANAGEMENT

- 1. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls for the project. Also included are efforts to prepare and process invoices, prepare project correspondence with the LPA or State on LPA's behalf; and maintain project records. Monthly Progress Reports shall be prepared and submitted

according to the schedule provided by LPA, which may or may not coincide with Consultant's invoicing schedule.

2. Send Deliverables to the LPA Project Coordinator and applicable NDOT Resource Project Manager

F. DATA TRANSFER

1. It shall be the Consultant's responsibility to obtain the necessary software to translate to and from the specified format for all electronic files supplied by the LPA and/or NDOT and for all electronic files prepared by the Consultant and supplied to the LPA and/or NDOT.
2. Electronic files shall be submitted with each submittal or revision. PDF copies of all materials and final electronic files as stated above. All supporting information shall be submitted to the NDOT via NDOT's Sharefile site (and/or email when requested by NDOT).

G. COMMUNICATION

1. Files shall be accompanied by a transmittal letter or email with Project Name, Project Number, and Control Number in the subject line and body.
2. **All correspondence regarding scope items outlined in this section shall be addressed to the NDOT LPA Project Coordinator and applicable NDOT Resource PM.**

H. SCHEDULE

1. Notice to Proceed: December 30, 2024
2. Contract End Date: May 14, 2026

Staffing Plan (CPFF)

Environmental Services

Project Name: Seward East
Consultant: HDR Engineering, Inc.
Consultant PM: Lisa Richardson, lisa.richardson@hdrinc.com, 402.926.7026
LPA RC: Paul Kieper, paul.kieper@nebraska.gov
NDOT PC: Christina Bavougian, christina.bavougian@nebraska.gov
Date: December 16, 2024

Project Number: BRO-7080(56)
Control Number: 13524



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	PI	Public Involvement Coordinator
2	PM	Project Manager	7	GIS	GIS Analyst
3	SENV	Sr. Environmental Scientist	8	ADM	Administrative
4	ENV	Environmental Scientist	9	UD1	User Defined 1
5	SPI	Sr. Public Involvement	10	UD2	User Defined 2

Overhead Rate^[1]
157.94%
Fee for Profit Rate^[2]
11.60%
FCCM (if applicable)
0.45%

BLENDED RATES TABLE

Template: T-WB-Environmental Services (LPA) (rev 10-23-2019) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Project Manager			
Lisa Richardson	Senior Environmental Project Manager	\$93.70	100%
		Blended Rate:	\$93.70
Sr. Environmental Scientist			
Brian Goss	Senior Environmental Scientist		
Jessica Hekter	Environment Project Manager		
Kelly Farrell	Senior Environmental Scientist		
Meagan Schnoor	Senior Environmental Scientist		
		Blended Rate:	
Environmental Scientist			
Carmen Modrcin	Environmental Scientist	\$49.98	34%
Emily Schmit	Environmental Scientist	\$49.19	33%
Shannon McKinley	Environmental Scientist	\$34.40	33%
		Blended Rate:	\$44.58
Sr. Public Involvement			
Kristen Veldhouse	Strategic Communications Area Business Class Le	\$62.51	100%
		Blended Rate:	\$62.51
Public Involvement Coordinator			
Bre TenHulzen	Strategic Communications Coordinator	\$32.67	45%
Elizabeth George	Graphic Design Team Lead	\$42.92	10%
Delani Watkins	Strategic Communications Coordinator	\$28.59	45%
		Blended Rate:	\$31.86
GIS Analyst			
William Shrader	GIS Analyst	\$50.78	50%
Adesola Ibitoya	GIS Analyst	\$56.88	50%
		Blended Rate:	\$53.83
Administrative			
Theresa McKinley	Senior Project Accountant		100%
		Blended Rate:	

Consultant's Estimate of Hours

Environmental Services

Project Name: Seward East **Project Number:** BRO-7080(56)
Consultant: HDR Engineering, Inc. **Control Number:** 13524
Consultant PM: Lisa Richardson, lisa.richardson@hdrinc.com, 402.926.7026
NDOT PC: Christina Bavougian, christina.bavougian@nebraska.gov
Date: December 16, 2024

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENV	ENV	SPI	PI	GIS	ADM	UD1	UD2	Total
I. Project Management		10									10
1. Project Management		10									10
2. PCM Meetings											
3. Travel Time											
J. Public Involvement Materials		13		8	8	68	6				103
2.a Distribution List		1			1	4	6				12
2.b Project Information Packet		4		4	2	30					40
3. Legal Notice		2			2	8					12
3.a Public Comments		2		2	1	10					15
3.b Summary Memo & PI Report		4		2	2	16					24
<i>Total Days</i>		<i>2.88</i>		<i>1</i>	<i>1</i>	<i>8.5</i>	<i>0.75</i>				<i>14</i>
Total Hours		23		8	8	68	6				113.0

Direct Expenses	Environmental Services
------------------------	-------------------------------

Project Name: Seward East
 Consultant: HDR Engineering, Inc.
 Date: December 16, 2024

Project Number: BRO-7080(56)
 Control Number: 13524

Subconsultants:			Amount
			Subtotal
Printing and Reproduction:	Qty	Unit Cost	Amount
B&W Copies		\$0.20	
Color Copies		\$0.45	
Fact Sheet	150	\$2.00	\$300.00
			Subtotal
			\$450.00
Mileage/Travel:	Qty	Unit Cost	Amount
Mileage/Travel:		\$0.655	
			Subtotal
Lodging/Meals:	Qty	Unit Cost	Amount
			Subtotal
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Legal Notice	1	\$200.00	\$200.00
Postage	150	\$1.00	\$150.00
			Subtotal
			\$350.00
TOTAL DIRECT EXPENSES			\$800.00

Project Cost & Breakdown

Environmental Services

Project Name: Seward East
Consultant: HDR Engineering, Inc.
Consultant PM: Lisa Richardson, lisa.richardson@hdrinc.com, 402.926.7026
NDOT PC: Christina Bavougian, christina.bavougian@nebraska.gov
Date: December 16, 2024

Project Number: BRO-7080(56)
Control Number: 13524

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal			
Project Manager	23	\$93.70	\$2,155.10
Sr. Environmental Scientist			
Environmental Scientist	8	\$44.58	\$356.64
Sr. Public Involvement	8	\$62.51	\$500.08
Public Involvement Coordinator	68	\$31.86	\$2,166.48
GIS Analyst	6	\$53.83	\$322.98
Administrative			
User Defined 1			
User Defined 2			
	113	Subtotal	\$5,501.28

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	\$450.00
Mileage/Travel:	
Lodging/Meals:	
Other Miscellaneous Costs:	\$350.00
	Subtotal
	\$800.00

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$5,501.28
Labor Cost Escalation Factor for Multi-year Projects (if allowed):	n
Overhead @ 157.94%	\$8,688.72
Facility Capital Cost of Money (FCCM) @ 0.453% (labor costs x FCCM%)	\$24.89
Direct Expenses	\$800.00
Fee for Profit Rate @ 11.60%	\$1,646.04
	TOTAL COST
	\$16,660.93

LABOR COST BY MAJOR TASKS	Direct Labor	Overhead+FCCM	Profit	Amount
I. Project Management	\$937.00	\$1,484.14	\$280.36	\$2,701.50
D.-G. CE Document and Resource Reviews				
H. Wetland and Stream Delineation				
I. Section 404 Permitting				
J. Public Involvement Materials	\$4,564.28	\$7,229.47	\$1,365.68	\$13,159.43
VI. User Defined Task 6				
VII. User Defined Task 7				
VIII. User Defined Task 8				
IX. User Defined Task 9				
X. User Defined Task 10				
XI. User Defined Task 11				
XII. User Defined Task 12				
	\$5,501.28	\$8,713.61	\$1,646.04	\$15,860.93

RESOLUTION

SIGNING OF ENVIRONMENTAL SERVICES SUPPLEMENT AGREEMENT

BK2267-002

City of Seward

Resolution No. 2025-11

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

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

Whereas: City of Seward and HDR Engineering, Inc. wish to enter into an Environmental Services Supplemental Agreement to provide additional Environmental Services for the Federal-aid project.

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

Joshua Eickmeier, Mayor, of the City of Seward, is hereby authorized to sign the attached Construction Engineering Services Supplemental Agreement #2 between the City of Seward and HDR Engineering, Inc.

NDOT Project Number: BRO-7080(56)

NDOT Control Number: 13524

NDOT Project Description: Seward East

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

The City Council of the City of Seward

_____	_____
_____	_____
_____	_____
_____	_____

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

Attest:

Signature City Clerk

10. Consideration of a Resolution to Enter into a Loan Agreement with the Nebraska Department of Environment and Energy (NDEE) for the Wastewater Treatment Plant Improvements Project - City Engineer Oneby

LOAN AGREEMENT
(Governmental Borrower)

Between the

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

And

CITY OF SEWARD, NEBRASKA

NDEE PROJECT NO. C318082

DATED AS OF _____

DRAFT COPY FOR REVIEW.

PLEASE SEE EMAIL FOR MORE INFORMATION.

**ATTACHMENT E & ATTACHMENT F ARE NEEDED BEFORE
LOAN CAN BE SIGNED.**

**THIS DOCUMENT IS LOCKED, BUT COMMENTS CAN BE MADE USING
“REVIEW” RIBBON AND “NEW COMMENT” OPTIONS IN WORD.**

LOAN AGREEMENT
BETWEEN THE
NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY
AND
THE CITY OF SEWARD, NEBRASKA
PROJECT NO. C318082

This LOAN AGREEMENT with SRF Number C318082 (hereinafter "Loan Agreement") is entered into by and between the State of Nebraska, acting by and through the Nebraska Department of Environment and Energy (hereinafter "NDEE") and the City of Seward, Nebraska (hereinafter "Borrower").

WITNESSETH THAT

WHEREAS, the Federal Water Pollution Control Act, and all amendments thereto (hereinafter "Federal Act"), including the Water Quality Act of 1987, established a state revolving fund program; and

WHEREAS, to fund the state revolving fund program, the United States (US) Environmental Protection Agency (hereinafter "EPA") will make annual capitalization grants to the states under Catalog of Federal Domestic Assistance (CFDA) #66.458 for Clean Water State Revolving Funds, on the condition that each state provide an appropriate match for such state's revolving fund; and

WHEREAS, Nebraska Revised State Statute (Neb. Rev. Stat.) §81-15,153 empowers the NDEE to loan available funds in the Wastewater Treatment Facilities Construction Loan Fund (hereinafter "Fund") to borrowers pursuant to the Wastewater Treatment Facilities Construction Assistance Act (hereinafter "Act") and rules and regulations adopted under such Act; and

WHEREAS, under the Act, the Director of the NDEE is given the responsibility for administration and management of the Fund; and

WHEREAS, pursuant to such authorization, the Nebraska Investment Finance Authority (hereinafter "NIFA") may, from time to time, issue its Wastewater Treatment Facilities Construction Loan Fund revenue bonds for the purpose of financing wastewater treatment projects (as defined in the Act), including to provide funds for the NDEE to loan to borrowers and to satisfy the state match requirements of the Federal Act; and

WHEREAS, the NDEE may, from time to time, enter into a pledge agreement with the NIFA (hereinafter "Pledge Agreement"), pursuant to which the NDEE will pledge the interest portion of loan repayments (as defined herein) and certain other revenues to the NIFA for the payment of the principal of, redemption premium, if any, and interest on Clean Water State Revolving Fund Revenue Bonds, which may be issued by the NIFA from time to time; and

WHEREAS, the City of Seward, Nebraska, is a "Municipality" as defined in Neb. Rev. Stat. §81-15,149(10); and

WHEREAS, the project to be financed under this Loan Agreement, as described in Exhibit 1 (hereinafter "Project") of this Loan Agreement, is an eligible project under the Act; and

WHEREAS, the Project Costs (as defined herein) are based upon estimates of the Borrower and at times during or at completion of construction, the loan amount may be adjusted by the NDEE pursuant to Section 2.01 of this Loan Agreement; and

WHEREAS, the Borrower is listed in the NDEE Intended Use Plan; and

WHEREAS, the NDEE has approved the Borrower's application for a Loan from federal funds and the state match requirement if and when received by and made available to the NDEE pursuant to the Federal Act and the Act to finance Project Costs; and

NOW, THEREFORE, for and in consideration of the award of the Loan Agreement by the NDEE, the Borrower agrees to complete its Project and to perform under this Loan Agreement in accordance with the conditions, covenants, and procedures set forth in this Loan Agreement.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement will, unless the context clearly requires otherwise, have the following meanings:

- (a) "Act" means the Wastewater Treatment Facilities Construction Assistance Act, Neb. Rev. Stat. §81-15,147 et seq., as amended.
- (b) "Additional Revenue Obligation" means any obligation for the payment of money undertaken by the Borrower which is payable from or secured by a pledge of, or lien upon, the System Revenues incurred after the date of execution and delivery of this Loan Agreement, including any capital lease entered into by the Borrower the rentals of which are payable from, or secured by a pledge of or lien upon, System Revenues.
- (c) "Authorized Representative" means the person or persons authorized pursuant to a resolution or ordinance of the governing body of the Borrower to perform any act or execute any document relating to this Loan Agreement.
- (d) "Borrower" means the City of Seward, Nebraska that is a party to and is described in the first paragraph of this Loan Agreement, and its successors and assignees.
- (e) "Clean Water State Revolving Fund" or "CWSRF" means the Nebraska Clean Water State Revolving Fund Program established pursuant to the Act and Regulations.
- (f) "Cut-off Date" means the date established by the NDEE, prior to which, the Borrower will make the final disbursement request for eligible Project Costs.
- (g) "Disadvantaged business enterprise" or "DBE" means an entity owned or controlled by a socially and economically disadvantaged individual as described by Public Law 102-389 (42 U.S.C. 4370d) or an entity owned and controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note); a Small Business Enterprise (SBE); a Small Business in a Rural Area (SBRA); or a Labor Surplus Area Firm (LSAF), a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.
- (h) "Drinking Water System" means the structures, equipment, and processes to obtain source water, treat the source water, store water, distribute drinking water fit for human consumption, and dispose of any byproducts from the processes.
- (i) "Due Date" means the dates specified for payment of principal and interest on the Loan as specified in Section 2.06.
- (j) "Event of Default" means any occurrence or event specified in Article V of this Loan Agreement.
- (k) "Existing Revenue Obligation" means any obligation for a payment of money undertaken by the Borrower which is payable from or secured by a pledge of, or lien upon, the System Revenues existing or outstanding at the time of execution and delivery of this Loan Agreement by the Borrower, including any capital lease entered into by the Borrower the rentals of which are payable from, or secured by a pledge of or lien upon, System Revenues.

- (l) "Federal Act" means the Federal Water Pollution Control Act, et seq. as amended.
- (m) "Fund" means the Wastewater Treatment Facilities Construction Loan Fund established pursuant to the Act.
- (n) "GAAP" means generally accepted accounting principles as applicable to the Public Water System.
- (o) "Indebtedness" means any financial obligation of the Borrower for the repayment of borrowed moneys or credit extended, including, without duplication, this Loan, Revenue Obligations, general obligation bonds or notes, leases or lease-purchase agreements, or similar financial transactions.
- (p) "Initiation of Operation" means the date on which the Borrower places the Project in operation or the Project is capable of being placed in operation for the purposes for which it was planned, designed, and built.
- (q) "Intended Use Plan" means a document prepared annually by the NDEE which identifies the intended use of all State Revolving Fund program funds.
- (r) "Late Payment" means any payment that is not received within fifteen days of the due date as established by this Loan Agreement.
- (s) "Loan" means the loan made by the NDEE to the Borrower to finance or refinance all or a portion of the Project Costs pursuant to this Loan Agreement.
- (t) "Loan Agreement" means this Loan Agreement, including the Attachments hereto, as it may be properly supplemented, modified, or amended.
- (u) "Loan Amount" means the principal amount specified in Section 2.01 of this Loan Agreement and as amended which the NDEE has agreed to disburse to the Borrower subject to the terms, provisions, and conditions of this Loan Agreement and the availability of State and Federal Funds.
- (v) "Loan Finalization Date" means the date established by this Loan Agreement in which the Loan Amount is considered finalized and no further disbursement can be made outside of the Loan Agreement being amended.
- (w) "Loan Repayments" means the payments of the Loan required to be made by the Borrower pursuant to Section 2.06 of this Loan Agreement.
- (x) "Loan Terms" means the terms as established by this Loan Agreement.
- (y) "NDEE" means the Nebraska Department of Environment and Energy established pursuant to Neb. Rev. Stat. §81-1501 et. seq, as amended.
- (z) "NIFA" means the Nebraska Investment Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns established pursuant to Neb. Rev. Stat. §58-201 et seq., as amended.
- (aa) "Note" means a promissory note of the Borrower with respect to the Loan in the form of Attachment F to this Loan Agreement.
- (bb) "Project" means an eligible item for funding under the Act and is as described in Exhibit 1 of this Loan Agreement.

- (cc) "Project Costs" means eligible costs or expenses necessary or incidental to the Project, which are directly attributable thereto and which in the determination of the NDEE are eligible under the Federal Act, and the Act, and Regulations. Estimated Project Costs are described in Attachment B.
- (dd) "Regulations" means the Nebraska Administrative Code, Title 131, Rules and Regulations for the Wastewater Treatment Facilities and Drinking Water Construction Assistance Programs, and any amendments thereto promulgated by the NDEE pursuant to the Act.
- (ee) "Retainage" means construction costs held back by the Borrower from the payments due to the contractor to assure satisfactory completion of the construction agreement.
- (ff) "Revenue Obligation" means, without duplication, (i) the Loan; (ii) any Existing Revenue Obligation; and (iii) any Additional Revenue Obligation.
- (gg) "Sanitary Sewer Collection System" means the structures, equipment, and processes required to collect and transport sanitary sewer wastewater to the wastewater treatment facility.
- (hh) "SEC Rule" means Rule 15c2 12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as such rule may be amended from time to time or such other similar rule regarding disclosure of information in securities transactions.
- (ii) "State" means the State of Nebraska acting, unless otherwise specifically indicated, by and through the NDEE and its successors and assignees.
- (jj) "Subsidies" means Loan Forgiveness Grant funds as established by Section 2.01(a) of this Agreement that are provided as grant concurrently with the loan amount to the Borrower.
- (kk) "System Revenues" means all revenues derived by the Borrower from the User Charge System.
- (ll) "Trustee" means the trustee under any trust indenture with respect to revenue bonds the proceeds of which are deposited in the Fund.
- (mm) "User Charge System" means the methodology used to assess user charge fee(s) for the users of a utility or utilities within the Borrower's jurisdiction. This includes the fees and charges for the use and services furnished by or through Wastewater Treatment Facility and Sanitary Sewer Collection System, or if applicable, a Combined Utilities System to the Borrower and as defined herein of this Loan Agreement. Revenues shall include, without limitation:
 - (1) Receipts from all charges imposed upon users for service(s) provided; and
 - (2) Receipts from hookup fees, tap fees, capital facilities charges connected with the use or right to use the Wastewater Treatment Facility and Sanitary Sewer Collection System, or, if applicable, right to use the Combined Utilities System, for any part thereof (specifically including the Project) whether any such receipts (as described herein of the definition of User Charge System of this Loan Agreement) are directly received by the Borrower from customers or indirectly through interlocal or other agreements with other political subdivisions.
- (nn) "Wastewater Treatment Facility" or "Wastewater Treatment Works" means the structures, equipment, and processes required to treat domestic or industrial wastes and to discharge or dispose of the effluent and sludges.

ARTICLE II

LOAN CONDITIONS AND TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions, and conditions of this Loan Agreement, and subject to the availability of State and Federal funds, the NDEE will loan amount not to exceed thirty-seven million two hundred and eighty-six thousand dollars (\$37,286,000) to the Borrower to pay a portion of the Project Costs described in Attachment B hereto.

The final actual amount of the Loan may be reduced without revision of any other terms, provisions, or conditions of this Loan Agreement, other than adjustment by the NDEE to the final repayment schedule in Attachment A hereto, to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments.

The Borrower must make provisions for the payment of all costs of the Project exceeding the Loan Amount. The NDEE may provide supplemental loan funds through a separate Loan Agreement. Receipt of any supplemental loan funds is dependent on availability of unobligated funds in the Fund and any obligation of additional funds to this Project is at the sole discretion of the NDEE with such revised or additional terms, conditions, and covenants as the NDEE may require.

Section 2.02. Term of the Loan. The Borrower agrees to fully repay the Loan with interest on the date of Initiation of Operation or to begin repayment of principal and interest on the Loan within one (1) year from the date of Initiation of Operation, but no later than three (3) years from the date of the Loan, whichever occurs first, and to repay such Loan in full no later than thirty (30) years from Initiation of Operation and to pay all principal, interest, administrative fees, and penalty fees when due. The Borrower shall provide the NDEE no less than 60 days written notice of its intent to repay the Loan all or in part on the date of the Initiation of Operation.

Section 2.03. Interest Rate. The interest rate on this Loan is determined by the NDEE pursuant to Regulations and the Intended Use Plan and is applied to outstanding principal. The interest rate on this Loan is 0.7% per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid pursuant to Section 2.06 of this Loan Agreement.

Section 2.04. Administrative Fee. The administrative rate on this Loan is determined by the NDEE pursuant to Regulations and the Intended Use Plan and is applied to outstanding principal. The Borrower shall pay to the NDEE, or at the direction of the NDEE, to the NIFA or the Trustee, an annual administrative fee of 0.7% per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid pursuant to Section 2.06 of this Loan Agreement.

Section 2.05. Disbursement of Loan. Until the date of Loan Finalization, the Borrower may request disbursement of the loan pursuant to the following conditions:

- (a) Upon receipt of a disbursement request for work completed accompanied by any certification from the Borrower required by the NDEE, the NDEE shall make progress disbursements as established by Section 2.01 of this Loan Agreement that correspond to such request of the Loan Amount to be used by the Borrower for Project Costs. The Borrower may obtain a copy of the disbursement record upon request to the NDEE. Each disbursement shall be Automated Clearing House (ACH) by the State of Nebraska and shall be equal to that portion of the unobligated principal amount incurred to the date of the request for disbursement from the Borrower.
- (b) **Minimum Disbursement Percentage.** The minimum amount of a disbursement request that is not a final request must be at least 5% of the total loan amount of this Loan Agreement or \$150,000, whichever is the lesser, or the NDEE may choose not to process the request.

- (c) Submitted requests for disbursement must be supported by the following: (i) proper invoices for Project Costs; (ii) a certificate of the Authorized Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Borrower or its ability to complete the Project or to repay the Loan have occurred since the date of this Loan Agreement; and (iii) other documentation acceptable to and approved by the NDEE.
 - (d) The Borrower may request disbursement of the Loan Amount for eligible Project Costs, when such Project Costs have been incurred and are due and payable to project contractors. However, actual payment of such Project Costs by the Borrower is not required as a condition of a disbursement request. Any Retainage withheld by the Borrower corresponding to the progress payment made to any contractor will be withheld by the NDEE until such Retainage is either reduced or released to the contractor by the Borrower.
 - (e) Additional requirements for disbursement include:
 - (1) Operation and Maintenance Manual. The Borrower shall submit a draft of the operation and maintenance manual for the Project to the NDEE before disbursements exceed 75% of the Project Costs. The Borrower shall submit a final operation and maintenance manual to the NDEE and receive approval before disbursements exceed 95% of the Project Costs or final disbursement, whichever occurs first.
 - (2) Fiscal Sustainability Plan. In accordance with the Regulations, a recipient of a CWSRF loan for a project that involves the repair, replacement, or expansion of a Wastewater Treatment Works must develop and implement a Fiscal Sustainability Plan (FSP) that includes, at minimum:
 - i. An inventory of critical assets that are part of the Wastewater Treatment Works;
 - ii. An evaluation of the condition and performance of inventoried assets or asset groupings;
 - iii. A certification that the Borrower has evaluated and will be implementing water and energy conservation efforts as part of the plan; and
 - iv. A plan for maintaining, repairing, and, as necessary, replacing the Wastewater Treatment Works assets and a plan for funding such activities.

The Borrower agrees to develop, implement, and provide certification to the NDEE that their FSP meets these requirements before disbursements exceed 95% of the Project Costs or before final disbursement, whichever occurs first.

 - (3) Cost and Effectiveness Analysis. The Borrower agrees that a cost and effectiveness analysis has been conducted in accordance with the Regulations and Section 2.10(r) of this Loan Agreement, and agrees to provide certification of a cost and effectiveness analysis being completed to the NDEE before disbursement of construction costs for the Project.
- (f) If a request for disbursement is not received by the NDEE within eighteen (18) months from either the effective date of this Loan Agreement or the last disbursement request, the NDEE may finalize, close, or terminate this agreement pursuant to Section 6.12 of this Loan Agreement.

Section 2.06. Loan Payments.

- (a) Principal and Interest Payments. The Borrower shall pay to the NDEE, or at the direction of the NDEE, to the NIFA or the Trustee, on or before the due dates specified below, but only from the sources specified in Section 3.02 hereof, appropriate installments of principal and interest until all principal and interest due on the Loan to the NDEE has been paid in full. Installments of principal, interest, and

administrative fees shall be paid semiannually on December 15 and June 15 of each year in accordance with the Loan Repayment Schedule in Attachment A; provided that, following the receipt of the Initiation of Operation date and the final disbursement of Loan proceeds to the Borrower, a revised Attachment A shall be prepared by the NDEE to establish the final debt service schedule based upon the parameters described in the projected Attachment A. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

The NDEE will send the Borrower an invoice 30 days prior to the due date of each payment. When a Loan disbursement occurs after invoices are mailed, the NDEE will include adjustments for interest and fee charges on the next semiannual invoice.

(b) Optional Prepayment of the Loan.

- (1) If the Borrower is receiving Loan Forgiveness, the Borrower may not prepay the Loan in whole or in part within ten (10) years of the date of this Loan Agreement. After the ten years, the Borrower may prepay the Loan together with any accrued interest in whole or in part without penalty upon giving no less than 60 days written notice to the NDEE of its intent to prepay.
- (2) If the Borrower is not receiving Loan Forgiveness, the Borrower may prepay the Loan together with any accrued interest in whole or in part at any time without penalty upon giving no less than 60 days written notice to the NDEE of its intent to prepay.
- (3) Once the Borrower is able to prepay the loan, the Borrower may make a partial prepayment of the Loan Amount only if the prepayment amount is greater than the lesser of 10% of the outstanding amount of the Loan, or fifty thousand dollars (\$50,000). The NDEE shall prepare a new Loan Repayment Schedule to revise Attachment A following receipt of any partial prepayment of the Loan and such revised Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace Attachment A.

(c) Mandatory Prepayment of Loan. If the Borrower receives a grant from any source for any portion of the Project Costs for which a portion of the Loan Amount has been disbursed and is outstanding under this Loan Agreement, the Borrower must notify the NDEE immediately and such portion of the Loan Amount shall become immediately due and payable.

(d) Delinquent Payment Penalty and Penalty Interest. Payments may be considered delinquent by the NDEE if not received within 15 days of the due date and for any such delinquent payment, the Borrower agrees to pay a 5% administrative penalty of said delinquent payment. In addition, the Borrower agrees to pay penalty interest on any such delinquent payment at the rate of 1% per month of the amount of such delinquent payment from and after the due date until it is paid. Failure to pay any payment or other charges due within sixty days of the date due will result in the Borrower's account to be considered a delinquent account, subject to State of Nebraska action pursuant to the provision of Article V of this Loan Agreement.

Section 2.07. Project Schedule. The Borrower agrees to perform steps of the Project in accordance with the following projected schedule of milestone dates:

- (a) Construction Start – October 2025
- (b) Substantial Completion of Construction – December 2028
- (c) Estimated Initiation of Operation – December 2027

Section 2.08. Disadvantaged Business Enterprises. The Borrower hereby agrees to the following.

- (a) To comply with the requirements of the EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33, and, to the fullest reasonable extent possible, ensure that at least zero percent will be made available to Disadvantage Business Enterprises for the Project;
- (b) To make the following good faith efforts whenever procuring construction, equipment, services, and supplies:
 - (1) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This includes placing DBEs on a solicitation list and soliciting them whenever they are potential sources;
 - (2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid proposal closing date;
 - (3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This includes dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process;
 - (4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually;
 - (5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department Commerce; and
 - (6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (1) through (5) of this section.

Section 2.09. Borrower's Sewer Use Ordinances and User Charge Systems.

- (a) The Borrower agrees to submit for review to the NDEE its Sewer User Ordinance and its User Charge System, and to adopt and implement any necessary changes as determined by the NDEE.
- (b) The Borrower agrees that it shall not modify, amend, make additions to, or deletions from its Sewer Use Ordinance and its User Charge System without the consent of the NDEE during the term of the Loan Agreement, with the exceptions of the following changes:
 - (1) Any increase in rates and charges necessary or deemed necessary by the governing body of the Borrower in order to comply with the provisions of this Loan Agreement, the Sewer Use Ordinance, or any ordinance and other agreement pursuant to which any Revenue Obligations have been issued, and for which the revenues of the User Charge Systems have been pledged; or
 - (2) Any increase deemed necessary by the governing body of the Borrower in order to permit the issuance of or provide the payment of Additional Revenue Obligations.

Section 2.10. Other Conditions and Terms.

- (a) Engineering Services. The Borrower shall provide and maintain competent and adequate engineering supervision and resident inspection during construction.
- (b) Construction Agreement Award. The Borrower shall obtain the NDEE concurrence and authorization of the construction agreement.

- (c) Initiation of Operation. The Borrower shall provide written notification to the NDEE of the date of Initiation of Operation of the Project.
- (d) Construction Completion. The Borrower shall provide written notification to the NDEE of the construction completion date of the Project.
- (e) Long Term Planning. The Borrower agrees to develop and implement a long-term Wastewater Treatment Works management plan for the term of the Loan, including yearly renewals. This plan shall recognize the cost relationship between the Project and future projects.
- (f) Contractor's Security. The Borrower agrees to require any contractor of the Project to post separate performance and payment bonds or other security approved by the NDEE in the amount of the bid.
- (g) Certified Operator. The Borrower agrees to provide a certified operator for its Wastewater Treatment Works pursuant to Nebraska Administrative Code, Title 197 - Rules and Regulations for the Certification of Wastewater Treatment Facility Operators in Nebraska.
- (h) Site Title and Easements. The Borrower must certify that site title for all easements and rights-of-way necessary to allow construction of the Project have been obtained prior to award of the construction agreement (i.e., all real property has been acquired, bonafide options have been taken or formal condemnation proceedings have been initiated for necessary real property).
- (i) Contractors Payments. The Borrower agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of the construction agreement.
- (j) Bid Solicitation. The Borrower agrees to notify the NDEE of its intent to solicit bids for the project and to request the latest State Revolving Fund Federal Assurance Packet from the NDEE. The Borrower agrees to follow the directions in the packet and to include and insert all the required information, text, documents, and other items into the bid solicitation in accordance with the packet.
- (k) Debarment or Suspension. The Borrower acknowledges that doing business with any party that has been declared ineligible to receive federal contracts may result in an event of default, disallowance of federal funds under this Loan Agreement, and may also result in suspension or debarment under 40 CFR Part 32. Instructions for finding the federal list of current companies declared ineligible can be found at the following website: <https://www.dol.gov/agencies/ofccp/debarred-list>.
- (l) Other Federal Requirements. The Borrower agrees to comply with other applicable Federal Requirements in Attachment D hereto.
- (m) Project Sign. If requested by the NDEE, the Borrower agrees to display a project sign created by the NDEE. The displaying of a project sign may include both physical displays and digital displays. This can include, but not be limited to, a physical board provided by the NDEE to be displayed at a designated site, digital graphic to be posted on a Borrower's website, or image and text to be posted in a newsletter, community notice, or newspaper. The NDEE will provide instructions for displaying the Project Sign.
- (n) Employment under Public Contracts, LB 403. The Borrower agrees to comply with the provisions of Legislative Bill 403, approved by the Governor on April 8, 2009. The following language is required and will be included in all agreements made with contractors and is a pass through requirement for his or her subcontractors.

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

the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. If the Contractor is an individual or sole proprietorship, the following applies: 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us; 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108."

- (o) Wage Rate Requirements. By accepting this award, the Borrower acknowledges and agrees to the terms and conditions provided in the <https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>.

Davis-Bacon prevailing wage requirements will apply to the construction, alteration, and repair of "Wastewater Treatment Works", as defined by the Federal Act carried out in whole or in part with assistance made available by this Loan Agreement. For wages that require a Davis-Bacon prevailing wage, the Borrower certifies compliance with the following:

(1) Obtaining a Wage Determination.

- (i) Wage Determinations for Soliciting. The Borrower is responsible for and shall obtain the wage determinations for the locality of the project prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts for the project (hereinafter "soliciting"). These wage determinations will be incorporated into solicitations and any subsequent contracts. Prime contract must contain a provision requiring that subcontractors follow the wage determinations incorporated into the prime contract.
 - 1. Monitoring for Current Wage Determinations During Solicitation Period. While the solicitation remains open, the Borrower shall monitor <https://sam.gov> weekly to ensure that the wage determinations contained in the solicitation remain current. The Borrower shall amend the solicitation if the Department of Labor issues a modification to the wage determinations more than ten (10) days prior to the closing date for the solicitation.
 - 2. Monitoring for Current Wage Determinations After Closing Date. Unless extended in writing by the NDEE, if the Borrower does not award the contract within ninety (90) days of the closing date for the solicitation, the Borrower shall monitor <https://sam.gov> on a weekly basis for any modifications or supersedes the Department of Labor makes on the wage determinations contained in the solicitation and shall amend the solicitation.
- (ii) Wage Determinations for Non-Published Solicitations. If the Borrower issues a task order, work assignment, or similar instrument to an existing contractor, or ordering instrument, rather than by publishing a solicitation, the Borrower shall insert the appropriate wage determinations from <https://sam.gov> into the ordering instrument.
- (iii) Verification of Wage Determinations Inclusion. The Borrower shall review all contracts and subcontractors and verify that all contracts include the applicable wage determinations.

- (iv) Issuance of Revised Wage Determinations. The Department of Labor may issue a revised wage determination applicable to a Borrower's contract after the award of a contract or the issuance of an ordering instrument if the Department of Labor determines that the Borrower has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Borrower shall either: i) terminate the contract or ordering instrument and issue a revised solicitation, or ii) incorporate the Department of Labor's wage determination retroactive to the beginning of the contract or ordering instrument by change order. All contractors must be compensated for any increases in wages resulting from the use of the Department of Labor's revised wage determination.
- (2) NDEE Federal Assurance Package. Before soliciting, The Borrower agrees to contact the NDEE for the most recent applicable NDEE Federal Assurance Package and to incorporate the package into the solicitation documents. If the Borrower has failed to incorporate the most recent applicable NDEE Federal Assurance Package, the Borrower shall either: i) terminate the contract or ordering instrument and issue a revised solicitation, or ii) incorporate the NDEE Federal Assurance Package by change order.
- (3) Contract and Subcontract Provisions. The Borrower shall insert in full for any contract entered into for the actual construction, alteration, and/or repair, including painting and decorating, of a "Wastewater Treatment Works", as defined by the Federal Act, the required clauses as listed in most recent applicable NDEE Federal Assurance Package.
 - (i) Unlisted Classifications. The Borrower shall require that any class of laborers or mechanics, including helpers, which is not listed in the applicable wage determination and which is to be employed under the contract shall be classified in conformance with the wage determinations in accordance with procedures established within the NDEE Federal Assurance Package.
 - (ii) Weekly Payroll Review and Certifications. The Borrower shall monitor, collect, and review weekly payrolls for each week in which any contract work is performed and provide written confirmation in a form satisfactory to the NDEE indicating whether or not the project is in compliance with the Davis-Bacon prevailing wage requirements.
 - (iii) Withholding Payments. The Borrower shall, upon written request by authorized representatives of the NDEE, the EPA, or of the Department of Labor, withhold or cause to be withheld from a contractor under this Loan Agreement or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (4) Contract Provisions for Contracts in Excess of \$100,000. All contracts in an amount in excess of \$100,000 must comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 et seq., as amended. The Borrower shall insert in full for any contract in excess of \$100,000 the required clauses as listed in the most recent applicable NDEE Federal Assurance Package. In addition:
 - (i) Withholding Payments. The Borrower, upon written request by authorized representatives of the NDEE, the EPA, or of the Department of Labor, shall withhold or cause to be

withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as determined by the NDEE.

- (ii) Maintaining of Payroll and Records. The Borrower shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Borrower shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the NDEE, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(5) Compliance Verification.

- (i) Interview Requirement. The Borrower shall periodically interview a sufficient number of employees entitled to Davis-Bacon prevailing wages to verify that contractors and/or subcontractors are paying the appropriate wages. All interviews must be conducted in confidence. The Borrower must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of Standard Form 1445 are available from the EPA upon request.
- (ii) Interview Frequency. The Borrower shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon prevailing wage requirements posed by contractors or subcontractors and the duration of the contract or subcontract. The Borrower must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon prevailing wages. The Borrower shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (iii) Interview Spot Checks. The Borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Borrower shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon prevailing wages posed by contractors or subcontractors and the duration of the contract or subcontract. The Borrower must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon prevailing wage. In addition, during the examinations the Borrower shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (iv) Review of Apprentices and Trainees. The Borrower shall periodically review contractor's and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the Department of Labor, or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be

conducted in accordance with the schedules for spot checks and interviews described in Section 2.10(o)(5)(ii through iii) of this Loan Agreement.

- (v) Potential Violations. The Borrower must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the NDEE, EPA, and to the appropriate Department of Labor Wage and Hour District Office listed at <https://www.dol.gov/agencies/whd/contact/local-offices>.
- (p) Human Trafficking. Under the requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

“The Borrower, its employees, sub-recipients under this award, and sub-recipients’ employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.”
- (q) American Iron and Steel (AIS) Products. Use of Loan funds for partial or full payment of the construction, alteration, maintenance, and repair of “Wastewater Treatment Works”, as defined by the Federal Act, must be constructed pursuant to Public Law 113-76, Consolidated Appropriations Act of 2014, which includes an “American Iron and Steel” requirement. The Borrower agrees to be responsible for and to comply with all American Iron and Steel conditions and requirements pursuant to the Consolidated Appropriations Act of 2014 and agrees to provide written certification of such compliance to the NDEE after construction completion.
- (r) Cost Effectiveness Analysis. The Borrower agrees to certify that they have:
 - (1) Studied and evaluated the cost and effectiveness of the processes, materials, technique, and technologies for carrying out the proposed project or activity for which assistance is sought under the Water Resources Reform and Development Act of 2014; and
 - (2) Selected, to the maximum extent practicable, a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, taking into account:
 - (i) The cost of constructing the project or activity;
 - (ii) The cost of operating and maintaining the project or activity over the life of the project or activity; and
 - (iii) The cost of replacing the project or activity.
- (s) State Cybersecurity. If the Borrower’s network or information system is connected to EPA networks for the purpose of transferring data using systems other than the Environmental Information Exchange Network, or EPA’s Central Data Exchange, the Borrower agrees that when collecting and managing environmental data for this Project, the Borrower will protect the data by following all applicable state law cybersecurity requirements. Prior to collecting, managing, or transferring any environmental data, the Borrower agrees to contact the EPA and the assigned EPA Project Officer, notifying the NDEE when they have done so, and work with the EPA to ensure that any connections between the Borrower’s network or information system and EPA networks used by the Borrower to transfer data under this Loan Agreement are secure.
- (t) Loan Finalization Date. This Loan Agreement will be considered finalized either upon the date the NDEE processes the final disbursement request by the Borrower or twelve (12) months following receipt of the written notification of the construction completion pursuant to Section 2.10(d) of this Loan Agreement, whichever occurs first.

- (u) Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. The Borrower agrees to comply with the regulations of 2 CFR 200.216, *Prohibition on certain telecommunication and video surveillance services or equipment*, and section 889 of Public Law 115-232. The Borrower shall prohibit procuring (enter into, extend, or renew contracts) or obtaining equipment, systems, or services that use “covered telecommunications equipment or services” identified in the regulations as specified by this section as a substantial or essential component of any system, or as critical technology as part of any system for the Project. This prohibition extends to Borrowers and their subrecipients (i.e. Consulting Engineers, contractors, etc.) that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list (<https://sam.gov/content/exclusions>).

ARTICLE III

REPRESENTATION AND COVENANTS OF THE BORROWER

Section 3.01. Representations of the Borrower. The Borrower represents as follows:

- (a) Organization and Authority.
- (1) The Borrower is a village, town, city, district, association, or other public body created by or pursuant to the constitution and statutes of the State of Nebraska.
 - (2) The Borrower has full legal right and authority and has all necessary licenses and permits required as of the date hereof (or is in the process of obtaining all necessary licenses and permits that will be required, but are not required to be in place as of the date hereof) to own, operate and maintain its Wastewater Treatment Works, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.
 - (3) The proceedings of the Borrower's governing body conducted to approve this Loan Agreement and authorizing its execution, issuance, and delivery on behalf of the Borrower, and authorizing the Borrower to undertake and complete the Project have been duly and lawfully convened and conducted and the resolution of the Borrower's governing body approving such matters has been duly and lawfully adopted.
 - (4) This Loan Agreement has been duly authorized, executed, and delivered on behalf of the Borrower, and constitutes the legal, valid, and binding obligation of the Borrower enforceable in accordance with its terms.
- (b) Full Disclosure. To the best knowledge of the Borrower, there is no fact that the Borrower has not disclosed to the NDEE in writing on the Borrower's application for the Loan or otherwise anything that materially adversely affects or that will materially adversely affect the properties, activities of its Wastewater Treatment Works, or the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.
- (c) Non-Litigation. There is no controversy, suit or other proceeding of any kind pending, or to the best knowledge of the Borrower, threatened questioning, disputing or affecting in any way the: (i) legal organization of the Borrower or its boundaries; (ii) the right or title of any of its officers to their respective offices; (iii) the legality of any official act taken in connection with obtaining the Loan; (iv) the constitutionality or validity of the indebtedness represented by the Loan Agreement; (v) any of the proceedings had in relation to the authorization or execution or the pledging of the revenues stated in Section 2.09 and Section 3.02 of this Loan Agreement; or (vi) the ability of the Borrower to make all

Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

- (d) Compliance with Existing Laws and Agreements. The authorization, execution and delivery of this Loan Agreement by the Borrower, and the performance by the Borrower of its duties, covenants, obligations, and agreements thereunder will not result in any breach of any existing law or agreement to which the Borrower is a party.
- (e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default. The Borrower is not in violation of any agreement which would materially adversely affect the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement.
- (f) Governmental Consent. The Borrower has obtained all permits and approvals required to date under this Loan Agreement (or is in the process of obtaining all permits and approvals that will be required, but are not required to be in place as of the date hereof) for the undertaking or completion of the Project and the financing or refinancing thereof. The Borrower has complied with, or expects to comply with, all applicable provisions of law requiring any notification, with any governmental body or officer in connection with this Loan Agreement or with the undertaking or completion of the Project and the financing or refinancing thereof.
- (g) Compliance with the Law. The Borrower:
 - (1) Is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Regulations, with which the failure to comply would materially adversely affect the ability of the Borrower to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and
 - (2) Has obtained, or expects to obtain, all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Borrower to complete the Project.
- (h) Use of Loan Proceeds. The Borrower will apply the proceeds of the Loan as described in Article II of this Loan Agreement:
 - (1) To finance or refinance a portion of the Project Costs; and
 - (2) Where applicable, to reimburse the Borrower for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by the NDEE and is eligible for such reimbursement pursuant to the Regulations. All of such costs constitute Project Costs for which the NDEE is authorized to make loans to the Borrower pursuant to the Act and the Regulations.
- (i) Project Costs. The Borrower certifies that the Project Costs, as listed in Attachment B, are reasonable and accurate estimations and, upon direction of the NDEE, will supply the same with a certificate from its engineer stating that such costs are reasonable and accurate estimations, taking into account investment income, if any, to be realized during the course of construction of the Project and other money that would, absent the Loan, have been used to pay the Project Costs.

Section 3.02. Particular Covenants of the Borrower.

- (a) Dedicated Source of Revenue for Repayment of the Loan. The Borrower hereby pledges to the NDEE, and grants a lien to the NDEE on, the User Charge System as the dedicated source of revenue for the repayment of the Loan. The Borrower shall fix, establish, maintain and collect such rates, fees and

charges for the use and services furnished by or through the Borrower's Wastewater Treatment Facility, and Sanitary Sewer Collection System, including all improvements and additions hereafter constructed or acquired by the Borrower, as will provide revenues sufficient to (i) pay the cost of the operation and maintenance, and replacement of the Wastewater Treatment Works, (ii) pay at least 110% of the principal of and interest on the Loan as and when the same become due, and (iii) pay all other amounts due at any time under this Loan Agreement. The lien of NDEE on the revenues of the Borrower's Wastewater Treatment Facility and Sanitary Sewer Collection System, shall be on a parity with the lien on such revenue of the Borrower's outstanding Wastewater Treatment Facility revenue bonds and Sanitary Sewer Revenue Bonds now outstanding, if any, and any additional revenue bonds hereafter issued on parity with such outstanding revenue bonds. The Borrower hereby expressly reserves the right to issue Revenue Obligations on parity with the lien described in this Loan Agreement and the other outstanding Revenue Obligations, provided the Borrower complies with the covenants contained in this Subsection 3.02(a). These revenues shall be collected and maintained in separate accounts or ledgers for the operation and maintenance costs and for principal and interest payments on the Loan. The funds in such accounts or ledgers shall be restricted for their intended use, and the Loan obligation shall be reported on the financial statements of the Borrower. The Borrower agrees to develop a User Charge System based on actual or estimated use of the Wastewater Treatment Works, providing that each user or user class pay its proportionate share of operation and maintenance (including replacement) costs within the Borrower's service area, based on each user's demand or potential demand for service and to conduct at least a biennial review of adequacy of the user charge rates. The Borrower agrees the initial financial analysis performed by the NDEE in Attachment C is a reasonable estimate of the Project Costs, of the financial condition of the Borrower in relation to this Project, and of the user charges necessary at the time of initiation of operation of the Project. The NDEE may review this information annually to ensure the Borrower's compliance with the Loan conditions and update Attachment C to reflect any changes.

- (b) Performance Under Loan Agreement. The Borrower agrees:
- (1) To comply with all applicable State and Federal laws, rules, and regulations in the performance of this Loan Agreement (including, but not limited to the Federal crosscutting items as set forth on Attachment D of this Loan Agreement, and other NDEE Regulations); and
 - (2) To cooperate with the NDEE in the observance and performance of the respective duties, covenants, obligations, and agreements of the Borrower and the NDEE under this Loan Agreement.
- (c) Completion of Project and Provision of Moneys Therefore. The Borrower agrees:
- (1) To exercise its best efforts in accordance with prudent wastewater treatment utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in Article II hereto; and
 - (2) To provide from its own financial resources all moneys, in excess of the total amount of proceeds it receives pursuant to this Loan Agreement, required to complete the Project.
- (d) Delivery of Documents. Concurrently with the delivery of this Loan Agreement (as previously authorized and executed) at the loan closing, the Borrower will cause to be delivered to the NDEE each of the following items:
- (1) Counterparts of this Loan Agreement (as previously executed by parties hereto);
 - (2) Copies of the ordinances and/or resolutions of the governing body of the borrower authorizing the execution and delivery of this Loan Agreement certified by an Authorized Representative;
 - (3) An Opinion of the Borrower's Counsel substantially in the form of Attachment E hereto;

- (4) An executed Note (or other evidence of indebtedness) evidencing the Borrower's obligations under this Loan Agreement in the form of Attachment F;
 - (5) An executed certificate of the Borrower in the form of Attachment G hereto; and
 - (6) Such other certificates, documents, opinions, and information as the NDEE may require.
- (e) Operation and Maintenance of Wastewater Treatment System. The Borrower agrees that it shall, in accordance with prudent wastewater treatment utility practice:
- (1) At all times operate the properties of its Wastewater Treatment Works in an efficient manner; and
 - (2) Maintain its Wastewater Treatment Works, making all necessary and proper repairs, renewals, replacements, additions, betterments, and improvements necessary to maintain its system in good repair, working order and operating condition.
- (f) Disposition of Wastewater Treatment Works. The Borrower agrees that it intends to own and operate the Project at all times during the term of the Loan. The Borrower does not know of any reason why the Project will not be so used in the absence of (i) supervening circumstances not anticipated by the Borrower at the time of the Loan, (ii) adverse circumstances beyond the control of the Borrower or (iii) obsolescence of such insubstantial parts or portions of the Project as may occur as a result of normal use thereof.

The Borrower shall not sell, lease, abandon, or otherwise dispose of all or substantially all of its Wastewater Treatment Works except on ninety (90) days' prior written notice to the NDEE and, in any event, shall not so sell, lease, abandon, or otherwise dispose of the same unless the Borrower shall in accordance with Section 4.02 hereof assign this Loan Agreement and its rights and interests hereunder to the purchaser or lessee of the Wastewater Treatment Works and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Borrower under this Loan Agreement. In no event shall the Borrower sell, lease, abandon, or otherwise dispose of the Wastewater Treatment Works to any person or entity other than a municipal corporation or other political subdivision of the State of Nebraska or any combination thereof, which has legal responsibility to treat wastewater.

Before any proposed disposition of the Wastewater Treatment Works can be made, the Borrower shall provide the NDEE with (i) an opinion of counsel, satisfactory to the NDEE, that such proposed disposition is permitted by the provisions of this Loan Agreement, and (ii) if any such proposed disposition includes a portion of the Project financed by the Loan, an opinion of a nationally recognized bond counsel, satisfactory to the NDEE, that such disposition will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on any bonds issued to fund deposits into the Fund. No disposition of all or any portion of the Wastewater Treatment Works shall relieve the Borrower of its duties, covenants, obligations, and agreements under this Loan Agreement.

- (g) Records and Accounts. The Borrower shall maintain accurate records and accounts in accordance with generally accepted accounting principles, including principles relating to the reporting of infrastructure assets for its Wastewater Treatment System (the "System Records"), which shall be separate and distinct from its other records and accounts (the "General Account"). The System Records and General Accounts shall be made available for inspection upon request by the NDEE at any reasonable time. The Borrower shall, upon written request by the NDEE during the term of the Loan, engage an independent auditor to conduct an audit of the project's financial records in accordance with generally accepted government auditing standards. The Borrower shall provide the NDEE a copy of the audit report, provided such audit shall not be due to the NDEE sooner than 210 days following the close of the fiscal year, or years, identified in the request for audit. In the event that during the period in which the Project financed by this Loan Agreement is under construction, and the Borrower expends, for any purpose, total federal funds in excess of one million dollars (\$1,000,000) during the Borrower's fiscal year, then the Borrower shall, irrespective of any request from the NDEE, provide the NDEE a copy of the Single Audit made on the Borrower's General Accounts performed by an independent auditor

required in such cases by 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. In the sole discretion of the NDEE, any requirement herein to perform and/or provide an audit at the request of the NDEE may be waived by the NDEE on the basis of the Borrower's receipt of an audit waiver received from some other government agency and accurately acknowledging the Borrower's obligation to the NDEE under this Loan or for any other reason acceptable to the NDEE.

- (h) Inspections; Information. The Borrower shall permit the EPA, the NDEE, and any party designated by the NDEE to examine, visit, and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books, and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments, and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the EPA and the NDEE may reasonably require in connection therewith.
- (i) Financial Information. The Borrower specifically agrees to provide to the NDEE a reasonable number of copies of such financial information and operating data of the Borrower and the Wastewater Treatment Facility and/or Works and the prompt notification of the occurrence of certain material events, to the extent necessary for the NDEE to comply with its continuing disclosure obligations set forth in the SEC Rule. Such financial information shall be prepared in accordance with GAAP. Such financial information and operating data, if requested, shall be supplied within 210 days after the end of its fiscal year. If audited financial information will be prepared, but is not available within 210 days of the end of the appropriate Borrower's fiscal year, unaudited financial information shall be provided to the NDEE pending receipt of audited financial information. For purposes of this paragraph, "material event" shall mean:
 - (1) Principal and interest payment delinquencies on any Indebtedness;
 - (2) Non payment related defaults in agreements authorizing any Indebtedness;
 - (3) Rating changes on any Indebtedness;
 - (4) Adverse tax opinions or events affecting the tax exempt status of any Indebtedness; or
 - (5) Unscheduled draws on debt service reserves or credit enhancements on any Indebtedness reflecting financial difficulties.
- (j) Insurance. The Borrower will carry and maintain such reasonable amount of all risk insurance on all properties and all operations of the Wastewater Treatment Works as would be carried by similar sized Wastewater Treatment Works, insofar as the properties are of an insurable nature. The Borrower also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Nebraska Political Subdivisions Tort Claims Act (Neb. Rev. Stat. §§13-901 to 13-928), or other similar future law.
- (k) Continuing Representations. The representations of the Borrower contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.
- (l) Notice of Material Adverse Change. The Borrower shall promptly notify the NDEE of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Borrower's Wastewater Treatment Works, or in the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement.
- (m) Additional Covenants and Requirements. If necessary in connection with the making of the Loan Agreement, additional covenants and requirements, if any, are hereby incorporated with their inclusion to Attachment I, Other Documents.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by the NDEE. The Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement that the NDEE deems necessary in connection with the operation and administration of the Fund. The Borrower hereby specifically approves the assignment and pledging of the interest portion of the Loan Repayments to the NIFA.

Section 4.02. Assignment by the Borrower. This Loan Agreement may not be assigned by the Borrower for any reason, unless the following conditions shall be satisfied:

- (a) The NDEE shall have approved said assignment in writing;
- (b) The assignee is a village, town, city, district, association, county, or other public body created by or pursuant to State law of the State of Nebraska, or any combination thereof, that has legal responsibility to treat wastewater;
- (c) The assignee shall have expressly assumed in writing the full and faithful observance and performance of the Borrower's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Borrower of its duties, covenants, and obligations under this Loan Agreement;
- (d) The assignment will not adversely impact the NDEE's ability to meet its duties, covenants, and obligations under any Pledge Agreement as determined in writing by the NDEE;
- (e) The assignment will not adversely affect the exclusion from gross income for federal tax purposes of the interest on any bonds issued by the NIFA to fund deposits into the Fund; and
- (f) The Borrower shall provide the NDEE, and the NIFA if the NIFA is an assignee of the Note, with:
 - (1) An opinion of a qualified attorney satisfactory to the NDEE that each of the conditions set forth in Section 4.02(b) and Section 4.02(c) of this Loan Agreement has been met, and;
 - (2) An opinion of nationally recognized bond counsel satisfactory to the NDEE that the condition set forth in Section 4.02(e) of this Loan Agreement has been met.

ARTICLE V

EVENTS OF DEFAULT AND NONCOMPLIANCE

Section 5.01. Event of Default. Event of Default means: (i) any violation or noncompliance by the Borrower of any of the provisions of this Loan Agreement; (ii) violation or noncompliance by the Borrower of any provision of federal, state, or local regulations or requirements; (iii) failure by the Borrower to pay when due any Loan Payment pursuant to Section 2.06 of this Loan Agreement and for such payment to be considered delinquent by the NDEE; and (iv) a default under the terms of any Revenue Obligation and other parity obligation allowing any holder of such obligation the right to exercise any remedies against the Borrower.

Section 5.02. Notice of Default.

- (a) If an Event of Default shall occur and is discovered by the Borrower, the Borrower shall give the NDEE prompt telephonic notice of the Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner as established by Section 6.03 of this Loan Agreement.

- (b) If an Event of Default shall occur and is discovered by the NDEE, the NDEE shall give the Borrower and the NIFA prompt telephonic notice of the occurrence of such Event of Default. Such telephonic notice shall be immediately followed by written notice from the NDEE to the Borrower of such Event of Default given in the manner as established by Section 6.03 of this Loan Agreement.

Section 5.03. Remedies on Default.

- (a) Whenever an Event of Default shall have occurred and be continuing, the NDEE or the Borrower shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of the Borrower (including, without limitation, withholding remaining Loan disbursements, cancellation of this Loan Agreement and acceleration of the remaining scheduled principal payments set forth on Attachment A, or such other remedies provided to the NDEE in the Act and the Regulations).
- (b) If the Borrower fails to make any payment of principal and interest, administrative fee, late fee, or penalty interest imposed pursuant to this Loan Agreement within 60 days of the due dates specified in Section 2.06 of this Agreement, the payment shall be deducted from the amount of aid to municipalities to which the Borrower is entitled under Neb. Rev. Stat. §72-1503. Such amount shall be paid directly to the Fund.

Section 5.04. Expenses. Upon the occurrence of an Event of Default, and to the extent permitted by law, the Borrower shall, on demand, pay to the NDEE the reasonable fees and expenses incurred by the NDEE in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations, or agreements of the Borrower contained herein. Upon request by the Borrower, the NDEE shall provide copies of statements evidencing the fees and expenses for which the NDEE is requesting payment.

Section 5.05. Application of Moneys. Any moneys collected by the NDEE pursuant to Section 5.03 or 5.04 hereof shall be applied:

- (a) First, to pay administrative fees on the Loan as the same becomes due and payable;
- (b) Second, to pay interest on the Loan as the same becomes due and payable;
- (c) Third, to pay principal due and payable on the Loan;
- (d) Fourth, to pay expenses owed by the Borrower pursuant to Section 5.04 of this Loan Agreement; and
- (e) Fifth, to pay any other amounts due and payable hereunder as such amounts become due and payable. To the extent that the NDEE's right to receive Loan Repayments is on a parity of lien basis with the lien of Existing Revenue Obligations or Additional Revenue Obligations on the Borrower's System Revenues, such moneys shall be applied pro rata to all such obligations.

Section 5.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

Section 5.07. Retention of Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Loan Agreement.

Section 5.08. Violation of Loan Agreement Provisions. Violation or noncompliance of any of the provisions of this Loan Agreement by the Borrower, or failure of the Borrower to complete and maintain the Project in the manner proposed by the Borrower, and approved by the NDEE may result in a cancellation of this Loan Agreement, and a demand that any outstanding balance of principal, interest, and administrative fees and any other amounts due under this Loan Agreement be paid immediately.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Hold Harmless Agreement. The State of Nebraska and the NDEE, and the officers, agents, and employees of each, shall have no responsibility or liability for the construction, operation and maintenance of the Project. The Borrower shall be responsible for such construction, operation and maintenance of the Project and shall assume responsibility for all Project Costs and any claims, demands, damages, losses, costs, expenses, or liability accruing or resulting to any and all contractors, subcontractors, employees, and any other person, firm, or corporation furnishing or supplying services, materials, or supplies in connection with construction of the Project, and for any and all claims, demands, damages, losses, costs, expenses, or liability occurring or resulting to any person, firm, or corporation, as a result of or incident to, either in whole or in part, whether directly or indirectly, the construction or operation of the Project.

Section 6.02. Waivers. Any waiver at any time of rights or duties under this Loan Agreement shall not be deemed to be a waiver of any subsequent right or duty under this Loan Agreement.

Section 6.03. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower and the NDEE, at the following addresses:

(a) BORROWER

City of Seward
537 Main Street
P.O. Box 38
City of Seward, 68434
Phone: (402) 643-2928

(b) THE NDEE

Nebraska Department of Environment & Energy
245 Fallbrook Blvd Ste 100
Lincoln, NE 68509-8922
Phone: (402) 471-2186

All notices given by registered or certified mail as aforesaid, shall be deemed duly given as of the date they are so mailed. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented, or modified except in writing signed by the NDEE and the Borrower.

Section 6.05. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.06. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the NDEE and the Borrower and their respective successors and assignees.

Section 6.07. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.08. Governing Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, including the Act and the Regulations which are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

Section 6.09. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the NDEE.

Section 6.10. Further Assurances. The Borrower shall, at the request of the NDEE, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests, and agreements granted, or intended to be granted by this Loan Agreement.

Section 6.11. Notice to Trustee. Upon assignment of the Note to the NIFA which may occur from time to time and thereafter, the NDEE shall deliver a notice of this Loan in the form prescribed by the NIFA, and other pertinent information relating thereto, to the Trustee for any bonds of the NIFA issued to fund deposits into the Fund.

Section 6.12. Finalizing, Closing, and Termination of the Loan Agreement. The NDEE reserves the right to finalize and close, or terminate this Loan Agreement for cause at any point during the term of the loan. Before any action is taken, the NDEE shall give no less than 30 days written notice of the NDEE’s intent to the Borrower. Following the final disbursement of Loan proceeds to the Borrower, the NDEE shall revise Attachment A. Such revised Attachment A shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace Attachment A.

Section 6.13. Electronic Signature. The NDEE and the Borrower hereby approve the usage of electronic signatures pursuant to Neb. Rev. Stat. §86-611 and Nebraska Administrative Code, Title 437, Digital Signatures Act.

- (a) Attachment F – Promissory Note of the CITY OF SEWARD of this Loan Agreement may not be electronically signed and must be signed physically by the authorized signatories. The Borrower agrees that prior to electronically signing this Loan Agreement, Attachment F has been physically signed and provided to the NDEE.

Section 6.14. Effective Date. This Loan Agreement shall become effective upon the latter date of the following two signatures:

IN WITNESS THEREOF, the parties hereto have caused this Loan Agreement to be executed and delivered as of the date set forth below.

CITY OF SEWARD, NEBRASKA

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

By _____
(printed name)

By _____
(printed name)

DRAFT: PLEASE DO NOT SIGN THIS SECTION. THIS SECTION WILL BE SIGNED ELECTRONICALLY THROUGH DOCUSIGN.

(signature)

(signature)

Title

Mayor

Title

Interim Director

Date

Date

INDEX OF ATTACHMENTS

Exhibit 1 -	Project Description
Attachment A -	Loan Repayment Schedule
Attachment B -	Project Costs and Projected Outlay Schedule
Attachment C -	Financial Analysis
Attachment D -	List of Federal Laws and Authorities
Attachment E -	Borrower's Counsel's Opinion
Attachment F -	Promissory Note
Attachment G -	Certificate
Attachment H -	Resolution
Attachment I -	Additional Documents

EXHIBIT 1

PROJECT DESCRIPTION

The City of Seward has requested CWSRF funding assistance of \$37,286,000 to finance a sequencing batch reactor (SBR) upgrade to the wastewater treatment facility (WWTF) in addition to other ancillary upgrades at the WWTF. The project includes all related work, land testing, construction change orders, and engineering fees.

ATTACHMENT A

LOAN REPAYMENT SCHEDULE

Payments are due on June 15 and December 15 of each year. Interest and Administrative fees shall accrue at the applicable rate as established by Section 2.03 and Section 2.04 of this Loan Agreement and repayments of such accrued interest and administrative fees will be repaid after the effective date of this Loan Agreement. A commencement of principal repayment is estimated to start on June 15, 2028 (as established by Section 2.02 of this Loan Agreement wherein repayment must begin within one (1) year from the date of Initiation of Operation, but no later than three (3) years from the date of the Loan, whichever occurs first).

Amounts due will be invoiced on or about May 15 and November 15 of each year for each six-month payment period ending on the set interest payment date. Interest and Administrative fee accruing on principal amounts drawn after the invoicing date are to be included with the next invoice.

The Amortization Schedule included in Attachment A is a projected schedule based upon estimated principal repayment start and full distribution of funds and is subject to change pending date of Initiation of Operation and final principal amount disbursed. Interest and Administrative fees accruing before the first principal repayment that is not reflected on the following draft amortization schedule will be billed and paid in accordance with the NDEE's procedures.

Following the receipt of Initiation of Operation date and the final disbursement of Loan proceeds to the Borrower, a revised final Attachment A shall be prepared by the NDEE to establish the final debt service schedule based upon the following parameters set forth below. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

The final Loan Repayment Schedule shall be calculated by the NDEE based on the following parameters:

- (1) Final principal amount of Loan;
- (2) Amount of Subsidies, if any;
- (3) Interest rate as set forth in Section 2.03;
- (4) Administrative fee rate as set forth in Section 2.04; and
- (5) Installments of principal, interest, and fees on each June 15 and December 15 payment date shall:
 - a. Begin no later than one year after the Initiation of Operation, or three years from the effective date of this Loan Agreement, whichever occurs first; and
 - b. End on the last repayment which must be paid no later than thirty (30) years from the date of either (i) one year after the Initiation of Operation, or (ii) three years from the effective date of this Loan agreement, whichever occurs first; and
- (6) Amortization of principal to achieve level payments of principal and interest (not taking into account the administrative fee payment pursuant to Section 2.04).

ATTACHMENT A

PROJECTED AMORTIZATION SCHEDULE

TOTAL PRINCIPAL:	\$	37,286,000	INTEREST RATE (%):	0.70
LOAN FORGIVENESS:	\$	-	ADMIN FEE (%):	0.70
SMALL TOWN GRANT:	\$	-	TERM (YEARS):	30
TOTAL SRF ASSISTANCE:	\$	37,286,000		

Principal Payment	Principal	Principal Payment	Interest	Admin Fee	Total Payment	Remaining Principal
12/15/2028	\$ 37,286,000.00	\$ 559,547.82	\$ 130,501.00	\$ 130,501.00	\$ 820,549.82	\$ 36,726,452.18
6/15/2029	\$ 36,726,452.18	\$ 561,506.24	\$ 128,542.58	\$ 128,542.58	\$ 818,591.40	\$ 36,164,945.94
12/15/2029	\$ 36,164,945.94	\$ 563,471.51	\$ 126,577.31	\$ 126,577.31	\$ 816,626.13	\$ 35,601,474.43
6/15/2030	\$ 35,601,474.43	\$ 565,443.66	\$ 124,605.16	\$ 124,605.16	\$ 814,653.98	\$ 35,036,030.77
12/15/2030	\$ 35,036,030.77	\$ 567,422.71	\$ 122,626.11	\$ 122,626.11	\$ 812,674.93	\$ 34,468,608.06
6/15/2031	\$ 34,468,608.06	\$ 569,408.69	\$ 120,640.13	\$ 120,640.13	\$ 810,688.95	\$ 33,899,199.37
12/15/2031	\$ 33,899,199.37	\$ 571,401.62	\$ 118,647.20	\$ 118,647.20	\$ 808,696.02	\$ 33,327,797.74
6/15/2032	\$ 33,327,797.74	\$ 573,401.53	\$ 116,647.29	\$ 116,647.29	\$ 806,696.11	\$ 32,754,396.22
12/15/2032	\$ 32,754,396.22	\$ 575,408.43	\$ 114,640.39	\$ 114,640.39	\$ 804,689.21	\$ 32,178,987.78
6/15/2033	\$ 32,178,987.78	\$ 577,422.36	\$ 112,626.46	\$ 112,626.46	\$ 802,675.28	\$ 31,601,565.42
12/15/2033	\$ 31,601,565.42	\$ 579,443.34	\$ 110,605.48	\$ 110,605.48	\$ 800,654.30	\$ 31,022,122.08
6/15/2034	\$ 31,022,122.08	\$ 581,471.39	\$ 108,577.43	\$ 108,577.43	\$ 798,626.25	\$ 30,440,650.68
12/15/2034	\$ 30,440,650.68	\$ 583,506.54	\$ 106,542.28	\$ 106,542.28	\$ 796,591.10	\$ 29,857,144.14
6/15/2035	\$ 29,857,144.14	\$ 585,548.82	\$ 104,500.00	\$ 104,500.00	\$ 794,548.83	\$ 29,271,595.32
12/15/2035	\$ 29,271,595.32	\$ 587,598.24	\$ 102,450.58	\$ 102,450.58	\$ 792,499.40	\$ 28,683,997.09
6/15/2036	\$ 28,683,997.09	\$ 589,654.83	\$ 100,393.99	\$ 100,393.99	\$ 790,442.81	\$ 28,094,342.26
12/15/2036	\$ 28,094,342.26	\$ 591,718.62	\$ 98,330.20	\$ 98,330.20	\$ 788,379.02	\$ 27,502,623.63
6/15/2037	\$ 27,502,623.63	\$ 593,789.64	\$ 96,259.18	\$ 96,259.18	\$ 786,308.00	\$ 26,908,834.00
12/15/2037	\$ 26,908,834.00	\$ 595,867.90	\$ 94,180.92	\$ 94,180.92	\$ 784,229.74	\$ 26,312,966.09
6/15/2038	\$ 26,312,966.09	\$ 597,953.44	\$ 92,095.38	\$ 92,095.38	\$ 782,144.20	\$ 25,715,012.66
12/15/2038	\$ 25,715,012.66	\$ 600,046.28	\$ 90,002.54	\$ 90,002.54	\$ 780,051.36	\$ 25,114,966.38
6/15/2039	\$ 25,114,966.38	\$ 602,146.44	\$ 87,902.38	\$ 87,902.38	\$ 777,951.20	\$ 24,512,819.94
12/15/2039	\$ 24,512,819.94	\$ 604,253.95	\$ 85,794.87	\$ 85,794.87	\$ 775,843.69	\$ 23,908,565.99
6/15/2040	\$ 23,908,565.99	\$ 606,368.84	\$ 83,679.98	\$ 83,679.98	\$ 773,728.80	\$ 23,302,197.15
12/15/2040	\$ 23,302,197.15	\$ 608,491.13	\$ 81,557.69	\$ 81,557.69	\$ 771,606.51	\$ 22,693,706.02
6/15/2041	\$ 22,693,706.02	\$ 610,620.85	\$ 79,427.97	\$ 79,427.97	\$ 769,476.79	\$ 22,083,085.17
12/15/2041	\$ 22,083,085.17	\$ 612,758.02	\$ 77,290.80	\$ 77,290.80	\$ 767,339.62	\$ 21,470,327.15
6/15/2042	\$ 21,470,327.15	\$ 614,902.68	\$ 75,146.15	\$ 75,146.15	\$ 765,194.97	\$ 20,855,424.47
12/15/2042	\$ 20,855,424.47	\$ 617,054.83	\$ 72,993.99	\$ 72,993.99	\$ 763,042.81	\$ 20,238,369.64
6/15/2043	\$ 20,238,369.64	\$ 619,214.53	\$ 70,834.29	\$ 70,834.29	\$ 760,883.11	\$ 19,619,155.11
12/15/2043	\$ 19,619,155.11	\$ 621,381.78	\$ 68,667.04	\$ 68,667.04	\$ 758,715.86	\$ 18,997,773.33
6/15/2044	\$ 18,997,773.33	\$ 623,556.61	\$ 66,492.21	\$ 66,492.21	\$ 756,541.03	\$ 18,374,216.72
12/15/2044	\$ 18,374,216.72	\$ 625,739.06	\$ 64,309.76	\$ 64,309.76	\$ 754,358.58	\$ 17,748,477.66
6/15/2045	\$ 17,748,477.66	\$ 627,929.15	\$ 62,119.67	\$ 62,119.67	\$ 752,168.49	\$ 17,120,548.51
12/15/2045	\$ 17,120,548.51	\$ 630,126.90	\$ 59,921.92	\$ 59,921.92	\$ 749,970.74	\$ 16,490,421.61
6/15/2046	\$ 16,490,421.61	\$ 632,332.34	\$ 57,716.48	\$ 57,716.48	\$ 747,765.30	\$ 15,858,089.26
12/15/2046	\$ 15,858,089.26	\$ 634,545.51	\$ 55,503.31	\$ 55,503.31	\$ 745,552.13	\$ 15,223,543.75
6/15/2047	\$ 15,223,543.75	\$ 636,766.42	\$ 53,282.40	\$ 53,282.40	\$ 743,331.22	\$ 14,586,777.34
12/15/2047	\$ 14,586,777.34	\$ 638,995.10	\$ 51,053.72	\$ 51,053.72	\$ 741,102.54	\$ 13,947,782.24
6/15/2048	\$ 13,947,782.24	\$ 641,231.58	\$ 48,817.24	\$ 48,817.24	\$ 738,866.06	\$ 13,306,550.65
12/15/2048	\$ 13,306,550.65	\$ 643,475.89	\$ 46,572.93	\$ 46,572.93	\$ 736,621.75	\$ 12,663,074.76
6/15/2049	\$ 12,663,074.76	\$ 645,728.06	\$ 44,320.76	\$ 44,320.76	\$ 734,369.58	\$ 12,017,346.70
12/15/2049	\$ 12,017,346.70	\$ 647,988.11	\$ 42,060.71	\$ 42,060.71	\$ 732,109.53	\$ 11,369,358.60
6/15/2050	\$ 11,369,358.60	\$ 650,256.07	\$ 39,792.76	\$ 39,792.76	\$ 729,841.58	\$ 10,719,102.53
12/15/2050	\$ 10,719,102.53	\$ 652,531.96	\$ 37,516.86	\$ 37,516.86	\$ 727,565.68	\$ 10,066,570.57
6/15/2051	\$ 10,066,570.57	\$ 654,815.82	\$ 35,233.00	\$ 35,233.00	\$ 725,281.82	\$ 9,411,754.74
12/15/2051	\$ 9,411,754.74	\$ 657,107.68	\$ 32,941.14	\$ 32,941.14	\$ 722,989.96	\$ 8,754,647.07
6/15/2052	\$ 8,754,647.07	\$ 659,407.56	\$ 30,641.26	\$ 30,641.26	\$ 720,690.09	\$ 8,095,239.51
12/15/2052	\$ 8,095,239.51	\$ 661,715.48	\$ 28,333.34	\$ 28,333.34	\$ 718,382.16	\$ 7,433,524.03
6/15/2053	\$ 7,433,524.03	\$ 664,031.49	\$ 26,017.33	\$ 26,017.33	\$ 716,066.15	\$ 6,769,492.54
12/15/2053	\$ 6,769,492.54	\$ 666,355.60	\$ 23,693.22	\$ 23,693.22	\$ 713,742.04	\$ 6,103,136.94
6/15/2054	\$ 6,103,136.94	\$ 668,687.84	\$ 21,360.98	\$ 21,360.98	\$ 711,409.80	\$ 5,434,449.10
12/15/2054	\$ 5,434,449.10	\$ 671,028.25	\$ 19,020.57	\$ 19,020.57	\$ 709,069.39	\$ 4,763,420.85
6/15/2055	\$ 4,763,420.85	\$ 673,376.85	\$ 16,671.97	\$ 16,671.97	\$ 706,720.79	\$ 4,090,044.01
12/15/2055	\$ 4,090,044.01	\$ 675,733.67	\$ 14,315.15	\$ 14,315.15	\$ 704,363.97	\$ 3,414,310.34
6/15/2056	\$ 3,414,310.34	\$ 678,098.73	\$ 11,950.09	\$ 11,950.09	\$ 701,998.91	\$ 2,736,211.61
12/15/2056	\$ 2,736,211.61	\$ 680,472.08	\$ 9,576.74	\$ 9,576.74	\$ 699,625.56	\$ 2,055,739.53
6/15/2057	\$ 2,055,739.53	\$ 682,853.73	\$ 7,195.09	\$ 7,195.09	\$ 697,243.91	\$ 1,372,885.79
12/15/2057	\$ 1,372,885.79	\$ 685,243.72	\$ 4,805.10	\$ 4,805.10	\$ 694,853.92	\$ 687,642.07
6/15/2058	\$ 687,642.07	\$ 687,642.07	\$ 2,406.75	\$ 2,406.75	\$ 692,455.57	\$ 0.00
TOTAL:	\$ 37,286,000	\$ 4,116,929.23	\$ 4,116,929.23	\$ 4,116,929.23	\$ 45,519,858.47	

ATTACHMENT B

PROJECT COSTS

<u>COST CLASSIFICATION</u>	<u>ESTIMATED TOTAL COST</u>
1) Administrative and legal expenses	\$ 300,000
2) Land, structures, right-of-ways, appraisals, etc.	\$ 10,000
3) Relocation expenses and payments	\$ -
4) Architectural and engineering fees	\$ 2,250,000
5) Project inspection fees	\$ 150,000
6) Site work, demolition and removal	\$ 3,600,000
7) Construction	\$ 27,976,000
8) Equipment	\$ -
9) Miscellaneous	\$ -
10) SUBTOTAL (sum of lines 1-9)	\$ 34,286,000
11) Contingencies	\$ 3,000,000
12) SUBTOTAL (sum of lines 10-11)	\$ 37,286,000
Less project (program) income	\$ -
TOTAL PROJECT COSTS (line 12 minus 13)	\$ 37,286,000
<u>SOURCE OF FUNDS</u>	
OTHER PROJECT ASSISTANCE	
NDEE CWSRF Loan (Principal)	\$ 37,286,000
NDEE CWSRF Loan Forgiveness	
TOTAL PROJECT ASSISTANCE	\$ 37,286,000

Categories of loan eligibility are established by the Federal Act, the state Act, and state Regulation. Eligible items shall not include the costs of water rights, legal costs, fiscal agent's fees, operation and maintenance costs, and municipal or county administrative costs.

OUTLAY SCHEDULE

	2025	2026	2027	2028
January	\$ -	\$ 500,000	\$ 500,000	\$ 500,000
February	\$ -	\$ 500,000	\$ 500,000	\$ 500,000
March	\$ -	\$ 500,000	\$ 750,000	\$ 500,000
April	\$ -	\$ 500,000	\$ 1,000,000	\$ 500,000
May	\$ -	\$ 750,000	\$ 1,500,000	\$ 500,000
June	\$ -	\$ 2,000,000	\$ 2,000,000	\$ 500,000
July	\$ -	\$ 2,000,000	\$ 2,000,000	\$ 500,000
August	\$ -	\$ 2,000,000	\$ 2,000,000	\$ 500,000
September	\$ -	\$ 2,000,000	\$ 2,000,000	\$ 500,000
October	\$ 500,000	\$ 1,000,000	\$ 1,500,000	\$ 500,000
November	\$ 500,000	\$ 1,000,000	\$ 1,000,000	\$ 500,000
December	\$ 500,000	\$ 500,000	\$ 500,000	\$ 1,786,000
Yearly Total	\$ 1,500,000	\$ 13,250,000	\$ 15,250,000	\$ 7,286,000
Total Outlay				\$ 37,286,000

ATTACHMENT C

FINANCIAL CAPABILITIES ANALYSIS

The City of Seward has requested CWSRF funding assistance of \$37,286,000 to finance a sequencing batch reactor (SBR) upgrade to the wastewater treatment facility (WWTF) in addition to other ancillary upgrades at the WWTF. An abbreviated financial analysis is presented. The documents reviewed and used to complete this analysis are:

1. Audit waiver reports of the City of Seward, for the years 2021 through 2023;
2. Water/Wastewater Pre-application for Federal/State Assistance; and
3. Miscellaneous correspondence from the City of Seward in the project file.

Analysis of the Public Wastewater System:

The City of Seward manages and operates a Public Wastewater Collection System and utilizes sewer user rates as their User Charge System. Table 1 displays the City of Seward’s revenue and expenses for their User Charge System. The City of Seward manages their wastewater utility which generates revenue by assessing sewer use fees on the residents and businesses in Seward. The revenue stream goes towards paying for the operation and maintenance expenses incurred to operate the wastewater utility. These revenues will be used to pay the debt service on the proposed clean water utility loan. Table 1 displays the revenue and expenses for the City of Seward’s wastewater utility over three years.

**Table 1
User Charge System Summary**

Year	Revenue ^[1]	Expenses ^[2]	Gross Profit (Revenue minus Expenses)
2021	\$1,788,144	\$999,504	\$788,640
2022	\$1,930,875	\$991,162	\$939,713
2023	\$2,165,664	\$924,530	\$1,241,134

^[1]Includes interest income
^[2]Excludes depreciation

As of September 30, 2023, the City of Seward has one series of 2021 sewer revenue refunding bonds with an outstanding principal of \$2,265,000, with interest rates ranging from 0.25 percent to 1.50 percent, with a final maturity date of September 1, 2032.

The City is eligible for a 30-year CWSRF loan at a per annum interest rate of 0.7%, plus an annual 0.7% administrative fee, on the outstanding principal amount. The CWSRF loan funding assistance of \$37,286,000 would have an annual debt service of approximately \$1,639,141 plus the CWSRF contract required 10% debt-service coverage (\$163,914), totaling \$1,803,055 for the first-year debt service coverage.

**Table 2
CWSRF C318082: Principal Loan of \$37,286,000**

CWSRF Loan Term (Years)	Interest Rate	Interest Rate	Estimated First Year Payment	First Year Payment + 10% Coverage
30	0.7%	0.7%	\$1,639,141	\$1,803,055

The City of Seward’s sewer fees would be pledged to repay the CWSRF loan. For a typical residential connection, the current monthly rate is \$31.40 per month, with an added charge of \$0.04867 per cubic foot of sewer use. This results in an average monthly sewer bill of \$59.70 for a typical 5,000-gallon monthly household sewer use. The long-term average annual CWSRF Debt Service (including 10% coverage, and interest and

admin payments) would be \$1,803,055. The city has proactively increased rates by 15% annually for the past several years as shown by their positive revenues. Based on 2,897 active service connections, sewer rates may need to be raised by an additional \$28.52 to address the new debt service. A final assessment of revenues and costs will be analyzed to determine the actual user charge adjustment as necessary.

The projected monthly sewer rate is \$88.23 per month, or \$1,058.74 annually. This projected household sewer rate total is 1.38% of the City of Seward's median household income of \$76,755 and is below EPA's 2.0% upper level of sewer rate affordability.

ATTACHMENT D

LIST OF FEDERAL LAWS AND AUTHORITIES

ENVIRONMENTAL:

- Archeological and Historic Preservation Act of 1974, Pub. L. 93-291, 16 U.S.C. §469a-1
- Clean Air Act, PL 95-95, as amended, 42 U.S.C. 7506(c)
- Coastal Barrier Resources Act, PL 97-348, 96 Stat. 1653, 16 U.S.C. 3501 et seq.
- Coastal Zone Management Act of 1972, PL 92-583, as amended, 16 U.S.C. §1451 et seq.
- Endangered Species Act, PL 93-205, as amended, 16 U.S.C. 1531 et seq.
- Essential Fish Habitat Consultation Process Under the Magnuson-Stevens Fishery Conservation and Management Act, PL 94-265, as amended, 16 U.S.C. §1801 et seq.
- Executive Order 11988, Floodplain Management, as amended; Executive Order 12148, as amended
- Executive Order 11990, Protection of Wetlands, as amended; Executive Order 12608, as amended
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, as amended
- Farmland Protection Policy Act, PL 97-98, 7 U.S.C. §4201 et seq.
- National Environmental Policy Act, PL 91-190, 42 U.S.C. §4321 et seq.
- National Historic Preservation Act of 1966, PL 89-665, as amended, 16 U.S.C. §740 et seq.
- Safe Drinking Water Act, as amended, PL 92-523, as amended, 42 U.S.C. 300f et seq.
- U.S. Fish and Wildlife Service National Wetlands Inventory
- Wild and Scenic Rivers Act, PL 90-542, as amended, 82 Stat. 913, 16 U.S.C. §1271 et seq.

ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, 42 U.S.C. §3331 et seq.
- Executive Order 12549, Debarment and Suspension, as amended
- Executive Order 13202, as amended; Executive Order 13208, as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act, with Respect to Federal Contracts, Grants, or Loans, as amended
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, as amended, 42 U.S.C. §§4601-4655

SOCIAL LEGISLATION:

- Age Discrimination Act of 1975, PL 94-135, 42 U.S.C. §6102
- Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, PL 102-389
- Executive Order 11246, Equal Employment Opportunity, as amended
- Executive Orders 11625, 12138, and 12432 Women's and Minority Business Enterprise, as amended
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, PL 100-590
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. §1251
- Title VI of the Civil Rights Act of 1964, PL 88-352, 42 U.S.C. §200d

MISCELLANEOUS AUTHORITY:

- Nebraska Clean Water State Revolving Loan Fund #CS – 310001

**The list of Federal Laws and Authorities is based upon the EPA's listing of "Additional information on Cross-Cutting Federal Authorities" (http://water.epa.gov/grants_funding/dwsrf/xcuts.cfm) and the EPA's "Cross-Cutting Federal Authorities: A Handbook on Their Application in the Clean Water and Drinking Water State Revolving Fund Programs" (October 2003; <https://www.epa.gov/sites/default/files/2015-08/documents/crosscutterhandbook.pdf>) as of October 12, 2015. This list is subject to change based upon the federal authorities of the EPA.*

For Borrower's Legal/Bond Counsel: Please see notes on following page.

ATTACHMENT E

Form of Opinion of Borrower's Counsel

[USE BORROWER'S OR COUNSEL'S LETTERHEAD]

[Date]

[NOTE: Any of the opinions given below may be given in reliance upon the opinion of another Bond Counsel, and one Bond Counsel may give some of the opinions and another Bond Counsel may give others.]

Nebraska Department of Environment and Energy
Post Office Box 98922
Lincoln, NE 68509-8922
Attention: State Revolving Fund Program

To the Nebraska State Revolving Fund:

I have acted as **[Bond]** Counsel in connection with the execution and delivery by City of Seward (the "Borrower"), of an Agreement for Loan No. C318082 (the "Loan Agreement") between the Borrower and the Nebraska Department of Environment and Energy ("NDEE") and the issuance of a promissory note (the "Note") by the Borrower to the NDEE. All terms used in this opinion letter and not defined shall have the meanings given to them in the Loan Agreement.

In this connection, I have examined the following:

- (a) Certified copies of the **[DESCRIBE RESOLUTION AND/OR ORDINANCE PURSUANT TO WHICH LOAN AGREEMENT AND NOTE ARE TO BE ENTERED INTO]**;
- (b) An executed counterpart of the Loan Agreement;
- (c) The executed Note; and
- (d) Such other documents as I deemed relevant and necessary in rendering this opinion.

As to questions of fact material to my opinion, I have relied upon the certified proceedings and other certifications of public officials furnished to me without undertaking to verify the same by independent investigation.

Based upon the foregoing I am of the opinion that:

1. The Borrower is a city duly organized and validly existing under the laws of the State of Nebraska.
2. The Borrower is a governmental unit, as such term is used in Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.
3. The Borrower has the power and authority to enter into the Loan Agreement, to issue the Note, to borrow the entire principal amount provided for in Section 2.01 of the Loan Agreement (the "Principal Amount") and to perform its obligations under the Loan Agreement and the Note.
4. The Loan Agreement and the Note have been duly authorized, executed and delivered by the Borrower and are, and would be if the entire Principal Amount were advanced to the Borrower pursuant to the Loan Agreement on the date of this opinion, valid and legally binding special obligations of the Borrower, payable solely from the sources provided therefor in the Loan Agreement, enforceable in accordance with

their respective terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

5. Pursuant, where applicable, to Nebraska Revised State Statutes §§18-1803 through 18-1805; §§31-732, 31-739, and 31-740, and all other applicable statutes governing eligible municipalities, the Loan Agreement creates a valid lien on the funds pledged by the Borrower pursuant to Section 3.02 of the Loan Agreement for the security of the Loan Agreement and the Note and no other debt of the Borrower is secured by a superior lien on such funds.
6. The Borrower has obtained or made all approvals, authorizations, consents, or other actions of, and filings, registrations, or qualifications with, the Borrower or any other government authority which are legally required to allow the Borrower to enter into and perform its obligations under the Loan Agreement and the Note and borrow the full Principal Amount pursuant to the Loan Agreement and the Note.

Very truly yours,

For Borrower's Legal/Bond Counsel:

A Form of Opinion of Borrower's Counsel is required for this loan agreement. Attachment E is NDEE's recommended language and attestations with areas of blue to be changed. The letter should be on counsel's letterhead, if applicable, and must be signed by a counselor.

Signing of the letter can be done in one of two ways:

1) A signed letter is provided to the SRF Project Manager to insert and incorporate into the loan before document is electronically signed; or

2) Counsel can sign a prepared letter inserted into the loan agreement at the time of electronic signing. Please provide an unsigned letter to the SRF Project Manager to incorporate into the loan document, and the name and email of the signee. When the loan goes out for electronic signing, the NDEE Director will sign the document; the loan will then automatically be sent to the Borrower for signature. Once signed, the loan will then automatically be sent to the attorney/bond counsel for final review and approval via signature.

Any questions, please contact the SRF Project Manager.

ATTACHMENT F

PROMISSORY NOTE OF THE CITY OF SEWARD, NEBRASKA

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay, but solely from the sources described herein, to the order of the Nebraska Department of Environment and Energy ("NDEE"), or its successors and assigns, the principal sum of not to exceed \$37,286,000 [less any Loan Forgiveness as established by Section 2.01 of the Loan Agreement], to the extent disbursed pursuant to Section 2.01 and Section 2.05 of the Loan Agreement No. C318082 ("the Loan Agreement"), with interest on each such amount until paid, pursuant to Section 2.03 of the Loan Agreement between the NDEE and the Borrower. In addition, the Borrower shall pay an Administrative Fee on the outstanding principal amount of this Note per annum pursuant to Section 2.04 of the Loan Agreement. The said principal, interest, and Administrative Fee shall be payable in semiannual installments each payable on June 15 and December 15 of each year in accordance with Section 2.06 of the Loan Agreement. Each installment shall be in the amount set forth in Attachment A to the Loan Agreement. The Borrower will pay any penalty or additional interest due pursuant to Section 2.06(d) of this Loan Agreement.

All payments under this Note shall be payable at the offices of the NDEE in Lincoln, Nebraska, and upon the assignment of this Note to the NIFA, at the principal corporate trust office of a Trustee designated by the NIFA, or such other place as the NDEE may designate in writing.

This Note is issued pursuant to and is secured by the Loan Agreement of the City of Seward, Nebraska, the terms and provisions of which are incorporated herein by reference.

All payments of principal of and interest on this Note and other payment obligations of the Borrower hereunder shall be limited obligations of the Borrower payable solely out of the User Charge System (as defined in the Loan Agreement) and shall not be payable out of any other revenues of the Borrower. The obligations of the Borrower under this Note shall never constitute or give rise to a charge against its general credit or taxing power. This note shall not be a debt of the Borrower within the meaning of any constitutional statutory or charter limitation upon the creation of general obligation indebtedness of the Borrower.

If default be made in the payment of any installment due under this Note, or by the occurrence of any one or more of the Events of Default specified in Article V of the Loan Agreement, and if such Event of Default is not remedied as therein provided, or at any time thereafter, may give notice to the Borrower that all unpaid amounts of this Note then outstanding, together with all other unpaid amounts outstanding under the Loan Agreement, are due and payable immediately, and thereupon, without further notice or demand, all such amounts shall become and be immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default.

The Borrower hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor.

This Note and all instruments securing the same are to be construed according to the laws of the State of Nebraska. Signed and sealed, if applicable, by the following:

[SEAL] (if applicable)

CITY OF SEWARD, NEBRASKA

NEBRASKA DEPARTMENT OF
ENVIRONMENT AND ENERGY

Attest: _____ <i>(signature)</i>	_____ <i>(signature)</i>	_____ <i>(signature)</i>
Title _____ Clerk	Title _____ Mayor	Title _____ Interim Director
Date _____	Date _____	Date _____

ATTACHMENT F

PROMISSORY NOTE OF THE CITY OF SEWARD, NEBRASKA

(continued)

Complete this section upon assignment of this Note to the NIFA.

Pursuant to the Pledge Agreement dated as of _____ as amended (the "Pledge Agreement"), by and between the NDEE and the Nebraska Investment Finance Authority ("NIFA"), and the _____ dated as of _____, as supplemented and amended, by and between NIFA _____, as trustee (the "Trustee"), the NDEE hereby assigns, grants and conveys any and all of the NDEE's rights, title and interest in this Note to NIFA, except as provided in the Pledge Agreement, and NIFA hereby assigns such rights, title and interest to the Trustee and any successor Trustee.

Note For Borrower:

If there are no comments or corrections to be made to Attachment F: Promissory Note, please print page the previous page (page 1 of Attachment F), sign, date, and seal (if applicable). Then mail in to:

Nebraska Department of Environment & Energy
ATTN: SRF PROGRAM – Steve McNulty
PO Box 98922
Lincoln, NE 68509-8922

Please leave the second page of Attachment F blank. This page only needs to be completed if the Nebraska Investment Finance Authority (NIFA) is appointed as a Trustee to the project.

ATTACHMENT G

CERTIFICATE OF THE CITY OF SEWARD

The following certifications are made in connection with the Agreement for Loan No. C318082 (the "Loan Agreement") between the Nebraska Department of Environment and Energy ("NDEE") and the City of Seward, Nebraska (the "Borrower") for the purpose of establishing compliance by the Borrower with requirements for the maintenance of the tax exemption of interest on any bonds (the "Bonds") which may be from time to time issued by the Nebraska Investment Finance Authority ("NIFA") to provide funds for deposit in the Fund (as defined in the Loan Agreement).

WHEREFORE, the undersigned hereby certifies on behalf of the Borrower to the NDEE, the NIFA and any trustee for the Bonds, as follows:

1. The undersigned is authorized to make the following certifications on behalf of the Borrower.
2. The Borrower represents that it reasonably expects that the design and construction of the Project, as defined in this Loan Agreement, will commence within the stated Project Schedule established by Section 2.07 of this Loan Agreement and that the design and construction of the Project will proceed with due diligence thereafter to completion.
3. The proceeds of the loan pursuant to the Loan Agreement will be used for the project identified in Exhibit 1 of this Loan Agreement and will be owned and operated by the Borrower. There will be no Agreements for the use of the facility or Project other than Agreement on a rate scale basis. Specifically, the Borrower represents that there will be no Agreements for use of the Project that will require a non-governmental unit to make payments to the Borrower without regard to actual use of the Project.

Signed and dated as of _____.

City of Seward, Nebraska

DRAFT: PLEASE DO NOT SIGN THIS SECTION. THIS SECTION WILL BE SIGNED ELECTRONICALLY THROUGH DOCUSIGN.

Date _____

ATTACHMENT H

RESOLUTION 2025-12

WHEREAS, the City of Seward, Nebraska recognizes that a properly functioning sanitary sewer system is necessary to the health and welfare of the citizens of the city; and

WHEREAS, the Mayor and City Board of Trustees have determined that portions of the city sanitary sewer system are in need of significant repair and improvement; and

WHEREAS, funding for the cost of the repair and improvement of portions of the city sanitary sewer system may be obtained by loan from the Nebraska Department of Environment and Energy, subject to certain requirements and obligations; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Board of Trustees of the City of Seward, Nebraska that they should execute the contract for loan between the Nebraska Department of Environment and Energy and the City of Seward, Nebraska designated as Project No. C318082, incorporated by reference into this Resolution as if fully set forth; and

BE IT FURTHER RESOLVED, Joshua Eickmeier, Mayor, is hereby directed to execute the Agreement and all other documents necessary to facilitate the Loan between the Nebraska Department of Environment and Energy and the City of Seward, Nebraska for the purpose of repairing and improving the city's sanitary sewer system; and

BE IT FURTHER RESOLVED THAT Derek Bargmann, Clerk, be authorized and directed to sign all necessary documents, to furnish such assurances to the State of Nebraska as may be required by law or regulations, and to receive payment on behalf of the applicant.

HEREBY the RESOLUTION has passed and approved as of _____.

City of Seward, Nebraska

(signature)

Title _____ Mayor

Date _____

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of _____.

(signature)

Title _____ Clerk

11. Consideration of a Resolution to Establish a Policy for Use of City Property and to Establish Costs - City Administrator Butcher

RESOLUTION NO. 2025-12

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA, APPROVING A COUNCIL POLICY STATEMENT

WHEREAS, the City Council has determined that it is necessary and desirable to create Council Policy Statements as a means of establishing guidelines and direction to the members of the City Council and to the City Administration in regard to various issues which regularly occur; and

WHEREAS, the City Council desires to establish a Council Policy Statement entitled "Policy for Use of City Property".

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of Seward, Nebraska, do hereby approve the Council Policy Statement entitled, "Policy for Use of City Property, 2025-002" and do further hereby direct the distribution of said Council Policy Statement to the appropriate City Departments.

Passed and approved this 20th day of May, 2025.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

POLICY FOR USE OF CITY PROPERTY, 2025-002

SECTION I: PURPOSE

The purpose of this policy is to ensure that all property maintained by the City of Seward, Nebraska, herein referred to as “the City” or “City”, is kept in the best possible working condition and to ensure proper use of such property. “Property,” as the term is used in this policy, is defined as any piece of equipment, furnishing, vehicle, building or supply leased, owned, donated or otherwise in the custodial care of the City or any person acting as its agent.

No person or organization should expect any privacy on the City of Seward premises or when using City property, except that which is required by law.

SECTION II: GENERAL GUIDELINES ON THE USE OF CITY PROPERTY

City vehicles, tractors, trucks, mowers, shop equipment, etc. will not be loaned out to any member of the public or employee for personal use. Miscellaneous items (tools, supplies, gravel, rock, street patching materials, etc.) are considered property of the City and are intended for the use of repair and/or maintenance of City property—these items will also not be available for use from the public or any employee for personal use. The City does maintain a current ‘manpower-equipment rate’ listing; however, these prices will only apply if services are rendered, and later billed, by City personnel. Any items available for rental for recreation use are not subject to this policy.

Items found to be removed from City property without expressed permission from an authorized City representative may be subject to the following: fines and/or criminal action, and disciplinary action up to and including termination of employment.

Any person or organization who is found to have neglected or misused City property—previously approved for use—may be subject to fines, restitution, and/or criminal action. If a person or organization is found to have misused City property, the City reserves the right to require the person or organization to pay all or part of the cost to repair or replace the property.

The use of City park shelters and associated equipment shall be on a ‘first come’ basis.

SECTION III: ELIGIBLE ITEMS FOR RENTAL

The following items shall be made available for use from the public with an established price, which includes delivery and pick-up from City personnel—**exception shall be made for the annual 4th of July and Christmas parades**. Items shall only be delivered, used, and picked up within the City limits of Seward. A cost is established to reflect staff time that it takes to provide these services for an event. Payment shall be made at City Hall: 537 Main Street.

The City will only provide these items after payment has been confirmed, and clear directions have been provided for the City’s delivery and pick-up. **The application and payment shall be completed and confirmed at least two business days prior to the event.**

Item	Cost (including City delivery & pick-up)
Picnic Table	\$25.00/each
50 Gallon Trash Can	\$15.00/each (includes trash bags)
10’ Steel Barricade	\$20.00/per panel
Parking Cone	\$5.00/each cone

All persons or organizations will be required to sign an acknowledgement of the terms and conditions set forth in this policy. If an applicant is requesting items for an event or street closure, they must complete ‘the acknowledgment’ and pay for the use of City property otherwise the application will not be approved.



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

ACKNOWLEDGEMENT OF USE OF CITY PROPERTY POLICY

APPLICANT'S NAME ORGANIZATION NAME TELEPHONE NO.

APPLICANT'S/ORG. ADDRESS CITY STATE ZIP

ADDRESS/LOCATION OF DELIVERY/PICK-UP:

DATE/LOCATION OF DELIVERY: DATE/LOCATION OF PICKUP:

Property Eligible for Rental

Item:	Quantity:	Total:
<input type="checkbox"/> City Park Picnic Tables (\$25.00/each)	_____	\$ _____
<input type="checkbox"/> 50 Gallon Trash Can, with trash bags (\$15.00/each)	_____	\$ _____
<input type="checkbox"/> 10' Steel Barricade (\$20.00/per panel)	_____	\$ _____
<input type="checkbox"/> Parking Cone (\$5.00/each cone)	_____	\$ _____
TOTAL RENTAL FEES		\$ _____

****Payment shall be made at City Hall (537 Main Street) during regular business hours.****

- I acknowledge that I or my organization is responsible for any damage, neglect or misuse of the items indicated in this document.
- I acknowledge that if the property indicated is damaged, neglected or misused, while in my care, I or my organization may be required to pay all or part of the cost to repair or replace the property.
- Items found to be removed from City property without expressed permission from the City or one of its authorized representatives are subject to but not limited to fines and/or criminal action.

APPLICANT'S SIGNATURE

DATE

FOR CITY OF SEWARD USE ONLY	
PAYMENT RECEIVED:	_____
APPROVED BY / DATE:	_____

12. Consideration of a Resolution to Declare City Items as Surplus - City Clerk Bargmann

RESOLUTION NO. 2025-13

WHEREAS, the City of Seward, Nebraska has the authority to sell personal property owned by the City;
and

WHEREAS, as outlined under Section 44-1.26 of the City Code, in order for the City to sell property having a value of \$5,000 or more, the City Council shall declare said property as surplus property and approve its disposal; and

WHEREAS, as outlined under Section 44-1.26 of the City Code, in order for the City to sell property having a value of \$5,000 or less, a listing of said property shall be posted; and

WHEREAS, the Governing Body determines that the City Administrator should act and that items should be sold and disposed of by the City of Seward; and

WHEREAS, the City of Seward, Nebraska has the following described property:

City of Seward - Surplus Property Items:

Item	Quantity	Department
#1. A/C Unit, Furnace, Panel Box at 410 E Seward Street	1	<i>Admin</i>
#2. Huffly Rock Creek Bicycle (Gray)	1	<i>Police</i>
#3. Bauer Cordless Grinder, Model 1761C-B	1	<i>Police</i>

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

That the above described property be sold or destroyed by the City of Seward in accordance with the procedures set forth in Section 44-1.26 of the Seward City Code.

The Mayor declared the resolution adopted. Dated this 20th day of May 2025.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

DISCLAIMER:

All items are sold 'as is' and all sales are final. The bid opening date for items indicated below will be at 10 AM on Friday, June 6, 2025, at City Hall.

Items Declared Surplus by City Council Action on May 20, 2025:

(ITEM #1) A/C Unit, Furnace, and Electric Panel at 410 E Seward Street **(ACCEPTING BIDS—MUST BE REMOVED BY 6/13/25)**

(ITEM #2) Huffy Rock Creek Bicycle **(ACCEPTING BIDS)**



(ITEM #3) Bauer Cordless Grinder, Model 1761C-B **(ACCEPTING BIDS)**



CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 5/20/25

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) design of 5th and Bradford/Roberts Drainage, Design of Lindell and Jackson Reconstruction, bids of Worthmann Blvd.
- Water Tower project underway, paint coat issues have led to substantial delays. Painting has resumed.
- 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.
- Check in meeting with Building and Zoning Staff.
- Follow-up items with an employee evaluation appeal.
- Meeting with DARI project and wastewater teams specifically about wastewater pretreatment.
- Met via telephone with Lori Schriener (SCI) to discuss recent items on the City Council agenda.
- Reviewed documentation from Recycling center staff and formulated ideas for hours and future of facility.
- Out of Office on 5/9/25 for Middle School Field Day.
- Met with Mayor and Concordia on status of baseball/softball field usage.
- Met with ALLO to review services and needs for City facilities.
- Met with Nebraska Department of Environment and energy (NDEE) on our wastewater plant project and the DARI Project.
- Held Budget Meetings with: Library, Engineering, Street, Public Properties, Golf, Pool, Cemetery, Police, Building and Zoning, Administration, Civic Center, electric, Fire/Rescue, Water/Wastewater, Senior Center, and Wellness Center. These meetings take approximately 3.5 full days.

Police Department

- Christmas festival meeting Monday, 7 pm @ Civic Center
- Suicide prevention Coalition meeting Tuesday @ noon, Library
- Budget meeting Wednesday @ 0800, City Hall
- Meeting with Greg Lammers (Cong. Flood's Staff) Wed 11 am PD
- NDOT Construction Meeting Wed 1 pm @ NSP HQ.
- Firearms Qual all day Wednesday
- Safety Day meeting Thursday 0800 @ Municipal Building
- CASA Board meeting, Thursday @ 5

City Clerk/Human Resources/City Hall

- Pump station progress meeting, submit for payment to State
- Surplus auction
- Revisions to Safety manual
- FY26 Budget
- Use of City Property Policy to Council

Water/Wastewater Department

- Cartridge filter delivery at RO facility
- EPA Inspection Documents
- Budget meeting
- SHE visit Wednesday
- South Well Field breaker and underground repair
- Prep for pool valve installation

Parks and Rec/Cemetery/Golf/Pool

- Still spraying parks, fields and cemeteries for broadleaf
- Budget Meeting
- Ball field maintenance and chalking for games
- Take trash cans and picnic tables to Library
- Help cemetery weed whip

Civic Center

- Last few items on punch list
- Art is ready to hang on main floor
- Quotes from Cuttin Close to rock around parking areas south of Civic Center
- Commission meeting

Electric Department

- Replace St. Light Rail campus that was taken down during the storm
- Locates and GIS interns from J.E.O start at the end of the week
- Well #3 south well Field, replace breaker possible bad underground
- Review truck inspection that was done last week
- Klug tree service trimming tree's Eastridge area and N 5th St
- Work on budget
- Fix several lights in the bathhouse at the pool
- Fix sprinklers at the Manor that we cut while replacing street lights

Street Department

- Roberts and Bradford Street repair
- Push up burn pile
- Barricades for Library Friday
- Tree removal
- Spray and mow R.O.W
- Budget meeting

Library

- Budget meeting at City Hall
- Reader's Choice book group
- Prep for street party
- Saturday 10:00 – 1:00 – Summer Reading Kickoff Street Party

Building Inspection/Planning Department

- Planning Commission – June 9 - Rail Campus annexation, TIF's, Briggs Rezone, Kruse Minor Plat and Rezone, Junto tower Special Use Permit
- Budget – Mtg Wednesday 10am, Cydnee's office (computers, window wall items, comp plan cost needed)
- B/Z Check in – Wednesday 9am
- Remboldt Ludtke – in person meeting to discuss further remodel and code concerns with Sinclair Hille, Building Office, TBD
- Seward Apts – Anticipated completion July 2025 for East Bldg and August/September 2025 for the West Bldg
- 107 South St – Tentative closing date May 23rd, new buyer is aware of the need to contact the Building Office with plans of correction
- 416 N 1st St – Shannon cited Sandy 4-4-2025, Went to court 5-7-2025, pled not guilty, new court date 6-18-2025, Building Dir Dworak served as witness for County Attorney

Engineering

- 500k Water Tower – sandblasting and coating, US Cellular lease agreement
- East Hillcrest, Columbia to Eastridge – survey, geotechnical borings.
- Levee Pump Station – Schedule (meeting Mon 3:00), pump intake design, USACE approval
- Worthman Blvd Extension – evaluate bids (Recommendation for Award 6/3)
- Rail Campus Watermain Extension Phase II – evaluate bids (Recommendation for Award 5/20)
- Budget meetings – Engr (Tue 8:15), Street CIP (Tue 9:00), Water CIP & WW CIP (Thu 1:00)
- WWTP Upgrade – DARI upgrade, SHE site visit (Wed all day), WIFIA submittal, NDEE submittal
- Soil Surcharge Project – hauling soil, meeting (Wed 10:00)
- Plum Creek Bridge – public outreach comments; memo to NEMA
- East Hillcrest Drive – plan set updates, coordination on electric relocation, easements and R.O.W

Finance Department

- Claims
- Payroll
- April Financials
- FY 25/26 Budget Prep

Seward Wellness Center

- Hosting Jones Bank Executive groups
- Hosting CUNE retreat
- Budget review
- Site Update:
 - Landscaping continues

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

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

MOTION TO ADJOURN

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

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

Derek Bargmann, City Clerk

Date