



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

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**Tuesday, January 20, 2026**

**7:00 PM**

**Municipal Building Council Chambers**

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**NOTICE IS HEREBY GIVEN** that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, January 20, 2026, 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: December 2025**

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	0	\$ -	\$ -
REMODEL/ADDIT.	5	\$ 2,004.63	\$ 733,642.63
ACCESSORY	12	\$ 426.36	\$ 30,865.67
RELOCATE	1	\$ 50.00	\$ -
ELECTRIC			
PLUMBING	6	\$ 340.00	\$ -
MECHANICAL	8	\$ 590.00	
SEWER TAP	0	\$ -	\$ -
TEMP. WATER	0	\$ -	\$ -
WATER TAP	0	\$ -	\$ -
TEMP. ELEC.	0	\$ -	\$ -
ELECTRIC SER.	0	\$ -	\$ -
<b>TOTALS</b>	<b>32</b>	<b>\$ 3,410.99</b>	<b>\$ 764,508.30</b>

**YEAR TO DATE January to December 2025**

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	29	\$ 205,365.96	\$101,569,335.73
REMODEL/ADDIT.	113	\$ 17,650.51	\$ 4,723,202.93
ACCESSORY	102	\$ 4,765.94	\$ 943,980.45
RELOCATE	64	\$ 4,877.70	\$ 1,730,261.27
ELECTRIC		\$ -	\$ -
PLUMBING	116	\$ 16,453.00	\$ -
MECHANICAL	55	\$ 7,241.00	\$ -
SEWER TAP	22	\$ 5,300.00	\$ -
TEMP. WATER	17	\$ 2,040.00	\$ -
WATER TAP	23	\$ 32,278.57	\$ -
TEMP. ELEC.	19	\$ 950.00	\$ -
ELECTRIC SER.	22	\$ 18,900.00	\$ -
<b>TOTALS</b>	<b>582</b>	<b>\$ 315,822.68</b>	<b>\$ 108,966,780.38</b>

**LAST YEAR: December 2024**

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	0	\$ -	\$ -
REMODEL/ADDIT.	2	\$ 143.00	\$ 67,000.00
ACCESSORY	4	\$ 25.60	\$ 17,000.00
RELOCATE	1	\$ 319.00	\$ 100,507.09
ELECTRIC			\$ -
PLUMBING	4	\$ 280.00	\$ -
MECHANICAL	3	\$ 175.00	\$ -
SEWER TAP	0	\$ -	\$ -
TEMP. WATER	0	\$ -	\$ -
WATER TAP	0	\$ -	\$ -
TEMP. ELEC.	0	\$ -	\$ -
ELECTRIC SER.	0	\$ -	\$ -
<b>TOTALS</b>	<b>14</b>	<b>\$ 942.60</b>	<b>\$ 184,507.09</b>

**YEAR TO DATE January to December 2024**

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	23	\$ 62,604.09	\$ 17,320,312.86
REMODEL/ADDIT.	127	22507.97	\$ 9,282,817.59
ACCESSORY	106	\$ 4,001.48	\$ 584,215.78
RELOCATE	77	\$ 6,220.53	\$ 2,955,899.97
ELECTRIC			\$ -
PLUMBING	148	\$ 14,203.72	\$ -
MECHANICAL	92	\$ 11,156.20	\$ -
SEWER TAP	17	\$ 4,250.00	\$ -
TEMP. WATER	16	\$ 1,920.00	\$ -
WATER TAP	17	\$ 14,429.56	\$ -
TEMP. ELEC.	14	\$ 700.00	\$ -
ELECTRIC SER.	14	\$ 4,200.00	\$ -
<b>TOTALS</b>	<b>651</b>	<b>\$ 146,193.55</b>	<b>\$ 30,143,246.20</b>

# OPEN Property Maintenance Code Violation Report

					1/9/2026
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2025					
430 N 2nd	Dead Tree	1/26/2026	Gerwick Trustee	Phone Call	Property owner called and informed us Witt 360 will take the tree down the week of 1-26-2026.
938 Main St	Siding, no permit	12/10/2025	Dan Pearson	Phone Call	Director Dworak left a a message with Dan to get a permit and update us on completion time frame.
848 Seward St	Trash, Mailbox, Accessory bldg needs protective coverings	1210-2025	Patrick Prothman	In Person	CSO Arena made constact with owner, the trash truck was seen there later that day. Dir Dworak sent a notice and order letter.
851 N 5th St	Vehicle/Trash	11/21/2025	Lindsay Mueller	In Person	CSO Arena made contact with owner. Stated the washer and other items need to be removed. The debries in the truck needs to be removed. The camper is behind the front line of the house and doesn't need to be moved. As of 11-19-25, not much as been removed. He will give till friday the 21st.
522 S 13th St	Vehicles/Shed	11/21/2025	Darko Gligorevic	In Person	CSO Arena made contact with the owner. Stated the truck and other items need to be moved to his property.
147 Oak St	Vehicles/Trash	9/12/2025	Cossette Varona	Phone Call	CSO Arena made contact with the owner. Stated she needs to get the trash and no running/licensed cars removed and limit the number of fowl. CSO Arena checked the property on 9-9-2025. Progress has been made with the removal of cars and trash. There are less fowl.
406 N 7th	Trees/Grass/Weeds/Trash	9/12/2025	Wess & Shannon Robotham	Phone Call	CSO Arena made contact with the owner. Stated the trash, weeds, grass and volunteer trees need to be taken care. The Owner stated they are selling the property as is.
430 N 2nd	Tree	October 20,2025	Gerwick Trustee	Letter	A certified letter is being mailed to remove the dead tree in the alley
240 N 6th St	Grass	8/22/2025	GH Coffee LLC	Phone Call	CSO Arena made contact with the owner. The small portion of grass will be taken care of.
510 Bradford St	Weeds in ROW	8/22/2025	Go Big Real Estate	Phone Call	CSO made contact regarding the weeds in the corner of the ROW. Some progress was made to limit the height of the weeds.

## OPEN Property Maintenance Code Violation Report

319 Seward St	Grass/Weeds	8/22/2025	Patricia Johnson	Phone Call	CSO Arena made contact with the owner on 8-14-2025. She stated she will get it taken care of.
311 Seward	Grass/Weeds	8/22/2025	Patricia Johnson	Phone Call	CSO Arena made contract with the owner on 8-14-2025. She stated she will get it taken care of.
2945 Progressive Rd	Gass	8/15/2025	Hung Dao	Phone Call	CSO has attempted contact of the owner.
804 Twin Oaks Rd	Grass	8/15/2025	Le Family Estate	In Person	CSO Arena and Tim Dworak contacted the tenants regarding the mowing of the ROW This has been mowed.
2605 Progressive Ave	Grass	8/15/2025	Casey's General Store	Phone Call	CSO Arena contact the store. The mowing company called and stated they were not aware that was their responsibility, and it wasn't in their contract. 8-14-2025 the ROW was mowed.
3294 S Hwy 15	Camper/Boarded Windows		Brian Fehlhafer		Waiting on camera footage.
437 S 6th St	Grass/Weeds Vehicles	7/19/2025	Verlin Miller		CSO Arena made contact with Misty Wismer, the tenant. She asked for anextention for trash through the next weekend. She was movwing over the weekend of 7-20-2025
429 S Columbia	Grass/Weeds	7/19/2025	Christopher Yates	Phone Call	7-18 hung the notice, until 7-23 Parks Department mowed and invoiced.
739 N 6th Street	Grass/Weeds/Trash	7/18/2025	William Hudson	Phone Call	CSO Arena left a red tag on the door. The resident called and talked with Tim Dworak regarding the timeframe. Mowing was completed on 7-20-2025
716 N 7th St	Grass/Weeds Unlicensed Vehicles	7/18/2025	Dennis & Willa Taylor	Red Tag	CSO Arena left a red tag on their camper to contact him.
757 N 6th St	Grass/Weeds		DeRoyce Jelinek	Phone Call	The weeds have been sprayed.
227 N 8th St	Weeds	7/3/2025	Austin Weber	In Person	CSO Areana contacted the tenant. Weeds were cut down and sprayed.
840 Seward St	Trash and abandoned vehicle	7/3/2025	Joel & Lisa Blatchford	In Person	CSO Arena made contact with the owner. The trash was removed and the abandoned vehicle was removed.
1008 Elm	Grass/Weeds	6/16/2025	Shawn Powell	Phone	CSO Arena left a message for the owner.
NA	Grass/Weeds	6/16/2025	Beckler Implement	Phone	CSO Arena made contact with Mr. Beckler.
417 S 4th	Rubbish	6/11/2025	Joe Ruzicka	Phone	CSO Arena made contact with the owner. He will try and get the tree branches removed this weekend. Area was cleaned up.
2040 N 4th	Grass/Weeds	5/18/2025	Johannes Van Der Heijden	Phone	Will be taken care of by Thursday 5-15-2025

## OPEN Property Maintenance Code Violation Report

2605 Progressive Ave	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
804 Twin Oaks Rd	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
1709 Meadow Lane	Grass/Weeds	5/18/2025	Coral Miller	Phone	
107 South St	Protective treatment, decayed siding, soffits and facsias, windows boarded up, decayed roof	4/10/2025	New owners: The Good Guys Homebuyers LLC	Phone	Property was sold to The Good Guys Homebuyers LLC. A property maintance Notice and Orders transfer document was filed with the County Clerk noting the new owners as responsible for correcting the code defienicies.
			Jane Kroeger	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	Sandy Nuttleman	In Person	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 Deapartment 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.
832 Seward St	Trash	2/7/2025	Mark Masek	In Person	CSO S+E21:F37hannon Are+A15:F35a made contact witA1:F19h 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

## 2. City Treasurer Report

TREASURER'S REPORT	MONTH OF: December-25					
VARIANCE AT: 8%						
DEPARTMENT	REVENUE BUDGET	CURRENT YTD REVENUE	VARIANCE	UNRECEIPTED BALANCE	PREVIOUS YTD REVENUE	DIFFERENCE B/W BUDGET YEARS
ELECTRIC	15,942,270	4,037,048	25%	11,905,221	2,946,891	1,090,157
ELEC BOND PYMT						
WATER	7,839,800	573,298	7%	7,266,502	598,853	(25,555)
WATER BOND PYMTS						
WATER SINKING FUND	20,000	- 0 -	0%	20,000	- 0 -	- 0 -
WASTEWATER TREATMENT	25,388,514	781,901	3%	24,606,613	734,239	47,662
WWTW BOND PYMT						
WWTW SINKING FUND	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
<b>TOTAL BUSINESS-TYPE FUNDS</b>	<b>49,190,583</b>	<b>5,392,247</b>	<b>11%</b>	<b>43,798,336</b>	<b>4,279,983</b>	<b>1,112,265</b>
GENERAL REVENUES	5,509,483	661,403	12%	4,848,080	211,225	450,178
POLICE	6,800	755	11%	6,045	583	172
E911	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
POLICE EQUITABLE SHARING	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
STREET	4,967,561	394,603	8%	4,572,958	386,276	8,327
STREET STP FUNDS	197,407	1	0%	197,406	2	(0)
DEBT SERVICE	595,900	405,614	68%	190,286	415,322	(9,708)
RAIL CAMPUS	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
CDBG DOWNTOWN REVITAL GRANT	30,000	2,732	9%	27,268	- 0 -	2,732
BLDGS & GRDS (CITY HALL)	48,000	12,000	25%	36,000	12,000	- 0 -
LEVEE ACCREDITATION	- 0 -	146,250	#DIV/0!	(146,250)	- 0 -	146,250
CIVIC CENTER	201,880	202,156	100%	(276)	542,001	(339,845)
LIBRARY	42,000	9,292	22%	32,708	10,830	(1,537)
PUBLIC PROPERTIES	32,100	1,338	4%	30,762	2,455	(1,117)
GUTHMAN TRUST/PERPETUAL CARE	11,775	4,383	37%	7,392	5,246	(863)
CEMETERY	68,000	20,349	30%	47,651	17,294	3,055
GOLF COURSE	430,025	31,371	7%	398,654	36,010	(4,640)
BLDGS & GRDS (OTHER)	- 0 -	98,848	#DIV/0!	(98,848)	- 0 -	98,848
BLDG INSP/PLAN & ZONING	108,100	26,768	25%	81,332	22,538	4,230
FIRE/EQUIP SINKING FUND	473,000	101,774	22%	371,226	201,173	(99,399)
TREE BOARD	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
ENGINEER	131,036	- 0 -	0%	- 0 -	- 0 -	- 0 -
DOWDING POOL /SWIM LESSONS	97,000	279	0%	96,721	- 0 -	279
CONCESSION STAND	900	900	100%	- 0 -	900	- 0 -
RECREATION/COMPLEX LIGHTS	43,796	27,328	62%	16,468	9,427	17,901
SENIOR CENTER	154,000	19,559	13%	134,441	27,261	(7,702)
SENIOR SHUTTLE	4,600	631	14%	3,969	1,546	(915)
RECYCLING	3,500	800	23%	2,700	103	697
WELLNESS CENTER	908,500	160,934	18%	747,566	8,127	152,807
ECONOMIC DEVELOPMENT (LB840)	328,269	116,159	35%	212,110	74,374	41,784
CAPITAL IMPROVEMENTS FUND	761,100	166,450	22%	594,650	3,358,408	(3,191,959)
TAX INCREMENT FINANCING	739,000	63,085	9%	675,915	48,042	15,043
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>15,893,732</b>	<b>2,675,760</b>	<b>17%</b>	<b>13,086,936</b>	<b>5,391,142</b>	<b>(2,715,382)</b>
(UNAUDITED)						

TREASURER'S REPORT		MONTH OF: December-25				
VARIANCE AT: 8%						
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS
ELECTRIC	18,450,222	3,119,886	17%	15,330,336	2,332,660	787,226
ELEC BOND PYMT	489,208	- 0 -	0%	489,208	- 0 -	- 0 -
WATER	4,193,086	901,160	21%	3,291,926	1,118,135	(216,975)
WATER BOND PYMTS	356,793	100,823	28%	255,970	99,021	1,801
WATER SINKING FUND	20,000	- 0 -	0%	20,000	- 0 -	- 0 -
WASTEWATER TREATMENT	24,267,265	534,938	2%	23,732,327	347,074	187,864
WWTW BOND PYMT	290,405	- 0 -	0%	290,405	- 0 -	- 0 -
WWTW SINKING FUND	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
<b>TOTAL BUSINESS-TYPE FUNDS</b>	<b>48,066,978</b>	<b>4,656,807</b>	<b>10%</b>	<b>43,410,171</b>	<b>3,896,890</b>	<b>759,916</b>
GENERAL EXPENSES	365,397	138,527	38%	226,871	116,071	22,455
POLICE	1,963,904	570,464	29%	1,393,439	475,826	94,638
E911	285,624	71,406	25%	214,218	61,575	9,831
POLICE EQUITABLE SHARING	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
STREET	5,908,491	1,894,602	32%	4,013,890	1,258,978	635,623
STREET STP FUNDS	184,598	- 0 -	0%	184,598	- 0 -	- 0 -
DEBT SERVICE	588,400	18,950	3%	569,450	22,190	(3,240)
RAIL CAMPUS	11,000	- 0 -	0%	11,000	17,945	(17,945)
CDBG-DOWNTOWN REVITAL GRANT	30,000	2,732	9%	27,268	- 0 -	2,732
BLDGS & GRDS (CITY HALL)	20,220	3,109	15%	17,111	8,699	(5,589)
LEVEE ACCREDITATION	15,000	- 0 -	0%	15,000	40,241	(40,241)
CIVIC CENTER	201,880	93,977	47%	107,903	558,329	(464,352)
LIBRARY	692,372	163,435	24%	528,936	141,542	21,893
PUBLIC PROPERTIES	679,996	242,353	36%	437,643	175,608	66,745
GUTHMAN TRUST - REGULAR	145	- 0 -	0%	145	- 0 -	- 0 -
CEMETERY	251,343	79,597	32%	171,746	105,689	(26,091)
GOLF COURSE	756,747	166,155	22%	590,591	137,604	28,552
BLDGS & GRDS (OTHER)	13,400	100,221	748%	(86,821)	707	99,513
BLDG INSP/PLAN & ZONING	181,409	51,490	28%	129,919	60,207	(8,717)
FIRE/EQUIP SINKING FUND	943,305	109,217	12%	834,087	329,550	(220,332)
TREE BOARD	12,500	6,556	52%	5,945	- 0 -	6,556
ENGINEER	174,714	39,625	23%	135,089	47,490	(7,865)
DOWDING POOL/SWIM LESSONS	346,156	28,126	8%	318,030	31,493	(3,367)
RECREATION/COMPLEX LIGHTS	270,839	138,617	51%	132,222	109,321	29,297
SENIOR CENTER	293,461	59,914	20%	233,548	62,814	(2,900)
SENIOR SHUTTLE	4,837	2,395	50%	2,443	2,459	(64)
RECYCLING	36,926	14,781	40%	22,146	7,864	6,917
WELLNESS CENTER	847,795	235,074	28%	612,722	51,208	183,866
ECONOMIC DEVELOPMENT LB840	328,269	- 0 -	0%	328,269	179,147	(179,147)
CAPITAL IMPROVEMENTS FUND	1,150,000	98,367	9%	1,051,633	3,071,475	(2,973,108)
TAX INCREMENT FINANCING	705,000	64,329	9%	640,671	53,600	10,730
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>17,263,729</b>	<b>4,394,020</b>	<b>25%</b>	<b>12,869,709</b>	<b>7,127,631</b>	<b>(2,733,611)</b>
(UNAUDITED)						

# Pledges By Pledgee And Maturity



**Pledged To: CITY TREASURER**

Jones Bank - Seward, NE

**As Of 12/31/2025**

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Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Preretund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	082152CN7	AFS	BENNET VLG -REF NE 26 02/15/26	0.75		185,000.00 100.00%	185,000.00	185,000.00	184,084.25
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	195,878.00
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	220,749.75
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	129,448.20
COMM: COMMERCE BANK	25932KCM5	AFS	DOUGLAS SID #404-REF NE 28 08/15/28	1.85		230,000.00 100.00%	230,000.00	230,000.00	222,828.60
COMM: COMMERCE BANK	25933AFG6	AFS	DOUGLAS SID #492-REF NE 28 08/15/28	3.20		175,000.00 100.00%	175,000.00	175,000.00	171,717.00
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	137,608.50
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	149,695.90
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	67,800.75
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	141,303.00
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	237,447.50
COMM: COMMERCE BANK	751265RA9	AFS	RALSTON-VEHICLE NE 32 06/01/32	3.70		300,000.00 100.00%	300,000.00	300,000.00	300,177.00
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	220,754.30

*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 12/31/2025

Receipt# Safeguarding Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
COMM: COMMERCE BANK	661615UB8	AFS	N PLATTE-REF NE 32 12/15/32		3.00	A+	200,000.00 100.00%	200,000.00	200,000.00	200,022.00
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	241,462.50
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	167,702.50
COMM: COMMERCE BANK	818468BN9	AFS	SEWARD-REF NE 33 12/15/33		2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	376,784.00
COMM: COMMERCE BANK	943776KA1	AFS	WAVERLY NE 34 06/01/34		2.95		335,000.00 100.00%	335,000.00	335,000.00	296,498.45
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	184,618.00
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	166,654.00
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	251,076.80
COMM: COMMERCE BANK	98676TCF8	AFS	YORK NE-B-REF NE 36 10/01/36		1.85		200,000.00 100.00%	200,000.00	199,034.71	149,134.00
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	209,020.00
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	168,050.00
COMM: COMMERCE BANK	80378DT4	AFS	SARPY CO SD#46 NE 36 12/15/36		2.00	AA-	200,000.00 100.00%	200,000.00	200,305.59	163,220.00
COMM: COMMERCE BANK	25938WBX0	AFS	DOUGLAS CO SID #562 NE 37 06/01/37		3.85		320,000.00 100.00%	320,000.00	320,000.00	291,705.60

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# Pledges By Pledgee And Maturity



**Pledged To: CITY TREASURER**

**Jones Bank - Seward, NE**

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**As Of 12/31/2025**

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	80377XC4 AFS	SARPY CO SID #190-REF NE 37 10/15/37		4.00		205,000.00 100.00%	205,000.00	205,000.00	197,130.05
COMM: COMMERCE BANK	25929RC9 AFS	DOUGLAS CO SID #485 NE 38 05/15/38		2.65		200,000.00 100.00%	200,000.00	200,000.00	154,038.00
COMM: COMMERCE BANK	25933VBY AFS	DOUGLAS CO SANTN 559 NE 38 06/15/38		4.10		165,000.00 100.00%	165,000.00	165,000.00	157,908.30
COMM: COMMERCE BANK	25932EDK AFS	DOUGLAS CO SID #438 NE 38 08/15/38		4.20		250,000.00 100.00%	250,000.00	250,000.00	250,222.50
COMM: COMMERCE BANK	80373RDR AFS	SARPY CO DT #220-REF NE 38 08/15/38		4.05		170,000.00 100.00%	170,000.00	170,000.00	168,815.10
COMM: COMMERCE BANK	80387LAP AFS	SARPY CO SAN & IMP DT NE 38 08/15/38		2.75		290,000.00 100.00%	290,000.00	290,000.00	224,262.80
COMM: COMMERCE BANK	72778PCU AFS	PLATTE CO SD #5 NE 38 12/15/38		2.00	AA-	200,000.00 100.00%	200,000.00	200,000.00	153,464.00
COMM: COMMERCE BANK	80379KDH AFS	SARPY CO SID #272-REF NE 38 12/15/38		4.40		215,000.00 100.00%	215,000.00	215,000.00	211,254.70
COMM: COMMERCE BANK	25934MCK AFS	DOUGLAS SID #531-REF NE 39 01/15/39		4.35		200,000.00 100.00%	200,000.00	200,000.00	195,106.00
COMM: COMMERCE BANK	25936ECH AFS	DOUGLAS CO SID #561 NE 39 01/15/39		4.35		180,000.00 100.00%	180,000.00	180,000.00	175,595.40
COMM: COMMERCE BANK	25930BEE AFS	DOUGLAS CO SID #504 NE 39 08/15/39		3.40		215,000.00 100.00%	215,000.00	215,000.00	193,887.00
COMM: COMMERCE BANK	25931EGP AFS	DOUGLAS CO SAN #503 NE 39 08/15/39		2.65		225,000.00 100.00%	225,000.00	225,000.00	168,534.00
COMM: COMMERCE BANK	80373XBC AFS	SARPY CO SAN & IMP NT NE 39 08/15/39		2.60		200,000.00 100.00%	200,000.00	200,000.00	148,230.00

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# Pledges By Pledgee And Maturity



**Pledged To: CITY TREASURER**

Jones Bank - Seward, NE

As Of 12/31/2025

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	181,845.20
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	143,447.15
COMM: COMMERCE BANK	25933VDM9	AFS	DOUGLAS CO SD #559 NE 40 05/15/40		3.40		175,000.00 100.00%	175,000.00	175,000.00	175,000.00	173,097.75
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	124,852.50
COMM: COMMERCE BANK	25933EEG9	AFS	DOUGLAS CO SAN & IMPT NE 4C 11/15/40		3.15		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	176,422.60
COMM: COMMERCE BANK	80388MBJ3	AFS	SARPY CNTY SANITATION NE 4C 12/15/40		4.00		240,000.00 100.00%	240,000.00	240,000.00	240,000.00	202,672.80
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	162,484.80
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	195,080.55
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	133,192.00
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	143,002.00
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	179,693.40
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	144,036.00
COMM: COMMERCE BANK	25938MDE2	AFS	DOUGLAS CO SAN & IMPT NE 41 09/01/41		2.80		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	142,350.00

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# Pledges By Pledgee And Maturity

**BBA**

**Pledged To: CITY TREASURER**

**Jones Bank - Seward, NE**

**As Of 12/31/2025**

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerfund	Pool/Type	Moody S&P	Original Face Pledged Percent	Pledged		Market Value	
								Original Face	Par		Book Value
COMM: COMMERCE BANK	25933EFW3	AFS	DOUGLAS CO NE SAN-B NE 41 09/15/41		2.85		235,000.00 100.00%	235,000.00	235,000.00	235,000.00	167,710.10
COMM: COMMERCE BANK	25939HCU7	AFS	DOUGLAS CO SID#563 NE 41 11/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	139,626.00
COMM: COMMERCE BANK	119483EL5	AFS	BUFFALO CO SD #0009 NE 41 12/15/41		2.00	A1	200,000.00 100.00%	200,000.00	200,000.00	194,786.06	146,496.00
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	253,605.81	253,605.81	250,580.00
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	250,000.00	206,580.00
COMM: COMMERCE BANK	2594DKAS4	AFS	SID DOUGLAS #596-REF NE 41 12/15/41		2.75		275,000.00 100.00%	275,000.00	275,000.00	275,000.00	193,561.50
COMM: COMMERCE BANK	808290FV7	AFS	SCHUYLER NE 42 03/15/42		2.75		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	178,255.00
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	215,000.00	183,100.45
COMM: COMMERCE BANK	25932XEH6	AFS	DOUGLAS CO SID #524 NE 42 09/15/42		4.65		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	235,480.00
COMM: COMMERCE BANK	25929MEM4	AFS	DOUGLAS CO SID #405-R NE 42 11/15/42		3.55		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	194,942.50
COMM: COMMERCE BANK	006058DK4	AFS	ADAMS CO NE 42 12/15/42		4.00	AA-	300,000.00 100.00%	300,000.00	304,102.94	304,102.94	292,902.00
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	200,000.00	184,680.00
COMM: COMMERCE BANK	3132DMPY5	AFS	FRLMC 30YR 03/01/50	SD0439	3.50		1,000,000.00 100.00%	1,000,000.00	495,833.46	539,700.07	458,378.20

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# Pledges By Pledgee And Maturity



**Pledged To: CITY TREASURER**

**Jones Bank - Seward, NE**

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As Of 12/31/2025

Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
							14,910,000.00	14,405,833.46	14,451,535.18	12,578,356.95

65 Securities Pledged To: 1010 - CITY TREASURER

CASH IN BANK \$8,392,861.91

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

Report Sequence: sgrp, CUSIP, Ticket

**Pledged Securities Detail  
December 31, 2025**

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SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			
										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value	
PLEDGEE: CITY OF SEWARD (02)													
CMO	3137AWU78 FHR 4145 AC	1.250			185157011-1		12/15/2027	1,500,000.00	1,500,000.00	1,124.79	1,115.97	1,115.97	1,115.97
D02/02							AFS	1,124.79	100.00%	1,124.55	1.17	1,117.14	1,117.14
GNMA	36176W2B6 GNMA POOL 778670	4.000			185168920-1		12/15/2026	560,000.00	560,000.00	2,949.92	2,950.94	2,950.94	2,950.94
D02/02							AFS	2,949.92	100.00%	2,967.18	9.83	2,960.77	2,960.77
MBS	3128CUV29 FHLMC POOL G30633	2.500			177020851-1		2/1/2033	1,000,000.00	1,000,000.00	118,394.48	115,047.25	115,047.25	115,047.25
D02/02							AFS	118,394.48	100.00%	122,444.13	246.66	115,293.91	115,293.91
MBS	3128MDW74 FHLMC POOL G14970	3.500			177039340-1		12/1/2028	1,450,000.00	1,450,000.00	68,856.88	68,255.73	68,255.73	68,255.73
D02/02							AFS	68,856.88	100.00%	70,439.47	200.84	68,456.57	68,456.57
MBS	3128Q0GL5 FHLMC POOL J19203	4.000			185147609-1		5/1/2027	425,000.00	425,000.00	3,625.70	3,612.83	3,612.83	3,612.83
D02/02							AFS	3,625.70	100.00%	3,660.00	12.09	3,624.92	3,624.92
MBS	31329KRS5 FHLMC POOL ZA2297	3.000			177051131-1		4/1/2033	1,000,000.00	1,000,000.00	120,767.07	116,635.23	116,635.23	116,635.23
D02/02							AFS	120,767.07	100.00%	116,555.65	301.92	116,937.15	116,937.15
MBS	3132A8S34 FHLMC POOL ZS7738	2.500			177051143-1		1/1/2031	860,000.00	860,000.00	101,698.01	99,203.81	99,203.81	99,203.81
D02/02							AFS	101,698.01	100.00%	98,551.90	211.87	99,415.68	99,415.68
MBS	3138AMK38 FNMA POOL AI7513	4.500			185159473-1		7/1/2026	500,000.00	500,000.00	2,430.25	2,428.10	2,428.10	2,428.10
D02/02							AFS	2,430.25	100.00%	2,438.21	9.11	2,437.21	2,437.21
MBS	3138EJLQ9 FNMA POOL AL2134	4.000			185159924-1		7/1/2027	443,000.00	443,000.00	4,429.48	4,397.63	4,397.63	4,397.63
D02/02							AFS	4,429.48	100.00%	4,469.70	14.76	4,412.39	4,412.39
MBS	3138EKRM9 FNMA POOL AL3191	3.500			185160071-1		2/1/2028	500,000.00	500,000.00	6,483.74	6,426.15	6,426.15	6,426.15
D02/02							AFS	6,483.74	100.00%	6,555.78	18.91	6,445.06	6,445.06

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

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

**Pledged Securities Detail  
December 31, 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	Pledged Face % of Total	Pledge Values		
										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS	3138EKX75 FNMA POOL AL3401	5.500			177039339-1		2/1/2034	2,000,000.00	2,000,000.00	161,817.54	166,227.37	166,227.37
D02/02							3/1/2013	161,817.54	100.00%	175,420.76	741.66	166,969.03
MBS	3138EKXJ9 FNMA POOL AL3380	5.500			177039338-1		1/1/2034	2,000,000.00	2,000,000.00	128,150.94	131,633.00	131,633.00
D02/02							3/1/2013	128,150.94	100.00%	138,404.21	587.36	132,220.36
MBS	3138ELYF4 FNMA POOL AL4309	4.000			185160221-1		10/1/2028	1,000,000.00	1,000,000.00	13,338.33	13,329.21	13,329.21
D02/02							10/1/2013	13,338.33	100.00%	13,594.56	44.46	13,373.67
MBS	3138EMCY5 FNMA POOL AL4586	4.000			185160242-1		2/1/2027	575,000.00	575,000.00	983.45	980.94	980.94
D02/02							12/1/2013	983.45	100.00%	990.77	3.28	984.22
MBS	3138EMPD7 FNMA POOL AL4919	3.500			184006560-1		3/1/2029	2,000,000.00	631,641.94	29,508.41	29,364.46	29,364.46
D02/02							2/1/2014	93,433.98	31.58%	30,212.99	36.07	29,450.52
MBS	3138EGRH1 FNMA POOL AL8047	3.500			176002956-1		11/1/2030	1,050,000.00	1,050,000.00	105,893.28	102,879.54	102,879.54
D02/02							1/1/2016	105,893.28	100.00%	109,678.35	308.86	103,188.40
MBS	3138WDU82 FNMA POOL AS4206	3.000			178000698-1		1/1/2030	1,160,000.00	1,160,000.00	65,040.83	63,958.67	63,958.67
D02/02							12/1/2014	65,040.83	100.00%	66,608.93	162.60	64,121.27
MBS	3140FBGJ3 FNMA POOL BD3800	2.000			177051135-1		7/1/2031	1,375,000.00	1,375,000.00	188,113.92	180,173.62	180,173.62
D02/02							7/1/2016	188,113.92	100.00%	181,340.74	313.52	180,487.14
MBS	3140J5EA3 FNMA POOL BM1028	2.500			177039342-1		12/1/2029	1,750,000.00	1,750,000.00	117,101.50	114,382.06	114,382.06
D02/02							3/1/2017	117,101.50	100.00%	118,686.05	243.96	114,626.02
MBS	3140J5EA3 FNMA POOL BM1028	2.500			185164038-1		12/1/2029	300,000.00	300,000.00	20,074.54	19,608.35	19,608.35
D02/02							3/1/2017	20,074.54	100.00%	20,111.34	41.82	19,650.17
MBS	3141BAAC2 FNMA POOL MA0902	3.000			185165786-1		11/1/2026	1,000,000.00	1,000,000.00	4,719.47	4,694.53	4,694.53
D02/02							10/1/2011	4,719.47	100.00%	4,727.90	11.80	4,706.33

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

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

Report Sequence: sgrp, CUSIP, Ticket

**Pledged Securities Detail  
December 31, 2025**

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SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Market Value Collateral Value
										Book Value	Carrying Value Interest Rec	
MBS FNMA D02/02	31418AKN7 FNMA POOL MA1200		3.000		17701537-1		10/1/2032	800,000.00	800,000.00	68,696.16	66,347.08	66,347.08
MBS FNMA D02/02	31418AVK1 FNMA POOL MA1517		3.000		177039341-1		AFS 7/1/2028	68,696.16	100.00%	71,091.86	171.74	66,518.82
MBS FNMA D02/02	31418B5R3 FNMA POOL MA2655		4.000		177020853-1		AFS 6/1/2013	1,000,000.00	1,000,000.00	44,037.24	43,625.51	43,625.51
MBS FNMA D02/02	31418DRM6 FNMA POOL MA4091		2.000		177046216-1		AFS 8/1/2030	44,037.24	100.00%	44,538.41	110.09	43,735.60
MBS FNMA D02/02	31418EA83 FNMA POOL MA4530		1.500		177048016-1		AFS 7/1/2020	410,000.00	410,000.00	67,452.92	64,716.29	64,716.29
MUNI GO D02/02	25887CAZ1 DOUGLAS CNTY NEB S&I #540		2.250	NE	177039343-1	Cont 1/1/2027	AFS 2/1/2032	67,452.92	100.00%	71,096.78	224.84	64,941.13
MUNI GO D02/02	259290EB6 DOUGLAS CNTY NE SAN & IMPT B1S		3.100	NE	185142828-1	Cont 1/1/2026	AFS 1/1/2022	610,000.00	610,000.00	134,514.07	129,915.86	129,915.86
MUNI GO D02/02	259305DT4 DOUGLAS CNTY NEB S&I #499		2.500	NE	178003667-1	Cont 3/1/2027	AFS 1/5/2022	134,514.07	100.00%	131,813.92	224.19	130,140.05
MUNI GO D02/02	25930TBJ6 DOUGLAS CNTY NEB SANI & #421		2.900	NE	184003054-1	Cont 1/1/2026	AFS 8/15/2030	179,142.00	167,163.35	83,024.59	78,338.05	78,338.05
MUNI GO D02/02	25931BEG7 DOUGLAS CNTY NEB SAN & IMPT DI		2.750	NE	184010678-1	Cont 5/1/2026	AFS 6/15/2016	88,974.00	93.31%	79,876.12	103.78	78,441.84
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Cont 1/1/2026	AFS 3/1/2036	120,000.00	120,000.00	120,000.00	100,763.24	100,763.24
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Cont 1/1/2026	AFS 3/1/2022	120,000.00	100.00%	120,000.00	1,350.00	102,113.24
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Cont 1/1/2026	AFS 3/1/2022	150,000.00	150,000.00	150,000.00	143,222.13	143,222.13
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Cont 1/1/2026	AFS 3/1/2022	150,000.00	100.00%	150,000.00	1,756.67	144,978.80
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Cont 1/1/2026	AFS 3/1/2022	150,000.00	150,000.00	150,000.00	122,931.83	122,931.83
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Cont 1/1/2026	AFS 3/1/2022	150,000.00	100.00%	150,000.00	1,250.00	124,181.83
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Cont 1/1/2026	AFS 11/15/2036	50,000.00	50,000.00	50,000.00	50,004.59	50,004.59
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Cont 1/1/2026	AFS 5/19/2020	50,000.00	100.00%	50,000.00	185.28	50,189.87
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Cont 1/1/2026	AFS 5/1/2035	175,000.00	175,000.00	175,000.00	147,715.00	147,715.00
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Cont 1/1/2026	AFS 5/3/2021	175,000.00	100.00%	175,000.00	802.08	148,517.08
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Cont 1/1/2026	AFS 11/15/2028	170,000.00	170,000.00	170,000.00	164,086.67	164,086.67
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Cont 1/1/2026	AFS 11/15/2016	170,000.00	100.00%	170,000.00	586.50	164,623.17

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

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

**Pledged Securities Detail  
December 31, 2025**

**H231  
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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 GO D02/02	25931VBN1 DOUGLAS CNTY NE SAN & IMPT		3.500	NE	185142866-1	Contn 1/1/2026	8/15/2032 7/27/2017	50,000.00	50,000.00	50,000.00		47,475.95	47,475.95
MUNI GO D02/02	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		88,774.08	88,774.08
MUNI GO D02/02	25933BEB6 DOUGLAS CNTY NEB SAN & IMPT DI		3.000	NE	184003099-1	Cont 1/1/2026	11/15/2035 5/19/2020	150,000.00	150,000.00	150,000.00		146,630.74	146,630.74
MUNI GO D02/02	25936RBY1 DOUGLAS CNTY NEB S&I #537		2.400	NE	177089345-1	Cont 1/15/2027	1/15/2039 1/21/2022	150,000.00	150,000.00	150,000.00		109,856.60	109,856.60
MUNI REV D02/02	373807CE4 GERING NEB 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		76,598.68	76,598.68
MUNI REV D02/02	57973FDD8 MCCOOK NE PUBLIC PWR DIST		3.150	NE	185181069-1	Contn 1/1/2026	12/15/2080 8/9/2017	100,000.00	100,000.00	100,000.00		95,248.13	95,248.13
MUNI GO D02/02	652810G22 NEWTON IOWA		3.000	IA	182011996-1	Cont 6/1/2029	6/1/2033 4/20/2022	185,000.00	185,000.00	185,000.00		186,028.22	186,028.22
MUNI REV D02/02	71366VKE9 PERENNIAL PUB PWR DIST NEB ELE		1.800	NE	177020856-1	Cont 2/17/2026	12/15/2036 2/17/2021	210,000.00	210,000.00	210,000.00		183,623.76	183,623.76
MUNI GO D02/02	80373YER3 SARPY CNTY NEB S&I #158		2.800	NE	182012079-1	Cont 4/15/2027	10/15/2035 4/19/2022	150,000.00	150,000.00	150,000.00		133,447.50	133,447.50
MUNI GO D02/02	80377BK78 SARPY CNTY NEB S&I DIST #264		2.350	NE	184010680-1	Cont 5/3/2026	8/15/2034 5/3/2021	180,000.00	180,000.00	180,000.00		149,771.34	149,771.34
MUNI GO D02/02	80377TBE2 SARPY CNTY NE SAN & IMPT DIST		2.800	NE	185187220-1	Contn 1/1/2026	11/15/2028 11/15/2016	85,000.00	85,000.00	85,000.00		82,305.60	82,305.60
MUNI GO D02/02						100,000	AFS	85,000.00	100,000%	85,000.00		304.11	82,609.71

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

Report Sequence: sgrp, CUSIP, Ticket

**Pledged Securities Detail  
December 31, 2025**

H231  
Page 5 of 80

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		
										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MUNI GO D02/02	80377TBF9 SARPY CNTY NE SAN & IMPT DIST	2.900	NE	185187221-1	Contn 1/1/2026	11/15/2029 11/15/2016	85,000.00	85,000.00	85,000.00	81,337.39	81,337.39	81,337.39
MUNI GO D02/02	80378TEW8 SARPY CNTY NE SAN & IMPT DIST	3.850	NE	185187230-1	Contn 1/1/2026	10/15/2033 4/15/2018	85,000.00	85,000.00	85,000.00	82,100.66	82,100.66	82,100.66
MUNI GO D02/02	80379KEN6 SARPY CNTY NEB SAN & IMPT #272	2.300	NE	177018881-1	Cont 1/1/2026	12/15/2034 1/11/2021	50,000.00	50,000.00	50,000.00	40,996.84	40,996.84	40,996.84
MUNI REV D02/02	818483FG9 SEWARD NE ELEC REV	2.450	NE	185187557-1	Contn 1/1/2026	2/15/2028 6/15/2016	150,000.00	150,000.00	150,000.00	144,818.64	144,818.64	144,818.64
MUNI GO D02/02	866094CD1 THURSTON CNTY NEB	2.500	NE	184003102-1	Cont 1/1/2026	12/15/2035 5/28/2020	200,000.00	200,000.00	200,000.00	164,182.63	164,182.63	164,182.63
TAX TAXGO D02/02	534239FX1 LINCOLN NEB	3.000	NE	177045043-1	Cont 1/1/2026	7/15/2026 8/20/2020	100,000.00	100,000.00	100,000.00	99,720.11	99,720.11	99,720.11
TAX TAXGO D02/02	61778RBT8 MORRILL CNTY NEB SCH DIST #65	1.937	NE	177020846-1	Cont 1/1/2026	12/1/2031 2/25/2021	210,000.00	210,000.00	210,000.00	182,004.94	182,004.94	182,004.94
<b>CITY OF SEWARD</b>								<b>27,221,805.29</b>	<b>27,221,805.29</b>	<b>4,453,843.45</b>	<b>4,453,843.45</b>	<b>4,475,996.36</b>

CASH IN BANK \$3,823,086.80

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



### 3. Claims & Payables Reports

CLAIMS LIST  
1/20/2026  
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	18.11
Allo Communications	UT	596.19
Amazon Capital Services Inc	MAT/SU	1,504.64
Anderson Auto Group	RE	116.38
Anthony Saltzman	MC	1,300.00
Aqua-Chem Inc	SU	2,047.95
Badger Meter	SE	382.06
Bill Chrastil	MC	200.00
Birkels Rock & Gravel LLC	CI	3,549.78
Bizco Technologies	FA	4,367.42
Black Hills Energy	UT	7,038.63
Blue River Electric LLC	RE	2,773.81
Brian Vanderslice	MC	1,200.00
Brook Pecka	RI	63.00
Capital Business Systems Inc	SE	13.48
Caselle Inc	IT	3,077.00
Charter Communications	UT	438.91
Cindy Voehl	RI	17.50
City Seward Electric Fund	UT	51,759.34
City Seward Library Petty Cash	PF/SU	250.93
Commonwealth Electric Co	BU	184.00
DG Investments/Convergint Technologies	IT	1,723.13
Douglas R Oberhauser	BU	339.38
Eakes Office Solution	SU	176.66
Electric Pump	BU	27,483.22
Farmers Coop - Seward	DF/RE	1,643.35
Great Plains Communications	UT	604.72
H & H Recreation/Sparetime	ML	255.00
Hach Company	SU	384.39
Hawkins Inc	SU	1,531.13
HDR Engineering Inc	CI	26,085.34
Husker Electric Supply Co	SU/CI/INV	21,780.69

Interstate All Battery Center-Lincoln	SU	415.36
Jared Hochstein	RI	63.00
JEO Consulting Group Inc	CI	23,167.25
Jeremy Sousek	MC	199.80
John Henry's Plumbing Co	BU	437.50
Jonathan C Wiedemeyer	RI	438.34
Joseph Starkey	MC	299.99
Kevin Allen	MC	182.00
Last Mile Network LLC	IT	62.00
Lincoln Winwater Works Co	INV	1,094.35
M E Collins Contracting Co	CI	219,263.95
Matthew S Schranz	BU	300.00
MC Retail LLC/Croush's	SU/RE/BU	2,179.14
Merchant Job Training & Safety	TR	1,100.00
Mid-American Benefits LLC	INS	2,127.27
Midwest CDL Training LLC	TR	931.50
Midwest Laboratories Inc	TE	4,504.15
MOCIC	TR	150.00
Municipal Supply Inc of Omaha	BU	538.08
NE Dept Environment & Energy	TR	150.00
Nebraska Dept of Agriculture	MC	47.58
Nebraska Dept of Revenue	AF	236.92
Nebraska Nursery & Landscaping	TR	30.00
Nebraska Pub Power-Des Moines	UT	461,955.00
Nick's Farm Store Co	RE	91.09
Norris Public Power District	UT	1,393.22
Northern Safety Co Inc	SU	385.66
Odeys Inc	SU	519.70
Olsson	CI	379.47
One Call Concepts Inc	SE	81.92
One Source Background Check Co	SE	22.00
O'Reilly Automotive Inc	RE/SU	547.50
Pac 'N' Save Discount Foods	ML/SU/BU	5,104.30
Pitney Bowes Inc	SE	296.64
Quill Corp	SU	1,676.48
R&R Refrigeration/Lee's	SE	683.98
Resco	CI	179,417.50
Richard Burton/Arrow Architecture	SE	390.00
Riverside Portables LLC	GU	112.00
Sam's Club	MS	262.75
Schemmer Architects Engineers	CI	3,393.75
Seiler Instrument & Mfg. Co.	CI	1,892.80
Seward County Clerk/Reg Deeds	SE	7.50
Seward County Treasurer	SE	23,802.00

Seward Lumber & Home Center	GU/BU/SU	589.35
Seward Public Schools	MC	45.00
Seward Wind LLC	UT	45,351.49
Short Elliott Hendrickson Inc	CI	30,727.44
Sid Dillon - Wahoo	FA	36,204.00
Sports Express	SU	498.20
Sweet Tea Media/Seward Co Independent	PU	1,242.52
Tim Hobson/Hobson Automotive	RE	2,082.41
Todd Valley Farms Inc	GU	560.00
Total Tool Supply Inc	SU	783.75
Transunion Risk & Alternative	SE	100.00
Ty's Outdoor Power & Service	RE	554.00
Uribe Refuse Services Inc	SE	2,608.94
Verizon Financial Services LLC	UT	501.49
Visa - Pinnacle Bank		735.57
Harlequin	MAT	119.31
Sam's Club	BU	139.35
Zoom	MC	15.99
Lincoln Journal Star	MAT	88.00
Accucut	SU	95.00
Walmart	SU/BU	277.92
Vrba Construction Inc	CI	13,321.37
Wesco Distribution Inc	CI/SU/INV	73,788.00
White Castle Roofing	BU	2,532.00
Windstream Nebraska Inc	UT	564.96
Woods & Aitken LLP	SE	213.00
York Equipment Inc	FA/RE	37,795.84
		<b>TOTAL \$1,354,038.91</b>

#### 4. Police Department Report



# *City of Seward* Police Department

## **Monthly Statistics December 2025**

Service Calls	486
Accidents	9
Arrests	9
Citations	32
Warnings	106
Parking Tickets	3

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

5. Refuse Hauler's List 2026

**2026 REFUSE HAULER'S LICENSE RENEWALS**

<b><u>NAME</u></b>	<b><u>NO. OF TRUCKS</u></b>	<b><u>AMOUNT PAID</u></b>	<b><u>DATE PAID</u></b>
Bel-Con Refuse PO Box 314 Seward, NE 68434	<u>5</u>	<u>\$125.00</u>	<u>1/5/26</u>
Broken Arrow Rolloff 781 168th Pleasant Dale, NE 68423	<u>1</u>	<u>\$25.00</u>	<u>12/12/25</u>
Hilltop Rolloff 82405 536 Ave Newman Grove, NE 68758	<u>2</u>	<u>\$50.00</u>	<u>12/30/25</u>
D&D Refuse 3401 S 6 <sup>th</sup> Street Lincoln, NE 68502	<u>2</u>	<u>\$50.00</u>	<u>1/7/26</u>
Kopcho's Sanitation Inc. 1005 W 8 <sup>th</sup> Street York, NE 68467	<u>2</u>	<u>\$50.00</u>	<u>11/19/25</u>
Pankoke Construction, Inc. dba Pankoke Rolloff 3722 A Street Road Beaver Crossing, NE 68313	<u>2</u>	<u>\$50.00</u>	<u>12/15/25</u>
Uribe Refuse Services 4600 North 48th Street Lincoln NE 68504-1416	<u>4</u>	<u>\$100.00</u>	<u>11/20/25</u>

6. Draft Minutes of January 6, 2026, City Council Meeting

**January 6, 2026**

The Seward City Council met at 7:00 p.m. on Tuesday, January 6, 2026, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Zane Francescato, Megan Kahler, Jessica Kolterman, Karl Miller, John Singleton, Matt Stryson, Tatum Tonniges, Rich Wergin. Councilmembers absent: none. Other officials present: City Administrator Greg Butcher and City Attorney Kelly Hoffschneider.

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 \$359,954.97)
2. Draft Minutes of December 16, 2025, City Council Meetings

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

**ADMINISTRATIVE ITEMS**

**1. CONSIDERATION OF AN AGREEMENT WITH JEO CONSULTING, INC. FOR A WATER SYSTEM MASTER PLAN IN THE AMOUNT OF \$123,500**

City Administrator Butcher noted this item was included in the FY26 budget. The project would create a long-term master plan for the water system to anticipate system repairs and community growth. Further, it was noted that the agreement approved at the November 18<sup>th</sup> meeting was for field data collection which will be utilized in the master plan.

Councilmember Miller moved, seconded by Councilmember Kahler, to approve an agreement with JEO Consulting, Inc. for development of a water system master plan in the amount of \$123,500.

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

**CITY ADMINISTRATOR'S REPORT**

Councilmember Singleton moved, seconded by Councilmember Wergin, that the City Administrator's report of January 6, 2026, be accepted.

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

**MOTION TO ADJOURN**

Councilmember Singleton moved, seconded by Councilmember Tonniges, that the January 6, 2026, City Council Meeting be adjourned.

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

Adjourned approximately 7:05 p.m.

THE CITY OF SEWARD, NEBRASKA

\_\_\_\_\_  
Joshua Eickmeier, Mayor

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

**ADMINISTRATIVE ITEMS**

1. Consideration of a Resolution to Revise Seward Sports Program Fees and Seward Cemeteries Fees - Public Properties Director Core

**RESOLUTION NO. 2026-1**

WHEREAS, the City Council of the City of Seward, Nebraska may by resolution fix the amount of Park, Recreation, Golf Course, Camping, and Cemetery fees, and

WHEREAS, it is deemed advisable to establish Park, Recreation, Golf Course, Camping, and Cemetery fees;

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

The amount of Park, Recreation, Golf Course, Camping, and Cemetery fees shall henceforth be and are hereby fixed as follows to be in full force and effect on and after date of passage:

**Seward Sports Programs:**

Baseball	<u>\$ 75.00</u>
Baseball ( <b>Legion</b> )	\$100.00
Basketball	\$ 30.00
Soccer	\$ 40.00
Softball	<u>\$ 75.00</u>
Volleyball	\$ 40.00
Volleyball ( <b>Adult</b> )	\$ 50.00
Wrestling	\$ 30.00
Flag Football	\$ 40.00
Tackle Football	<u>\$100.00 (+ \$150 returnable deposit)</u>
Tennis	\$ 25.00

**Seward Dowding Swimming Pool:**

Adult (18-54)	\$ 5.00 per day
Youth (3-17)	\$ 4.00 per day
Senior (55-64)	\$ 4.00 per day
Senior (65+)	FREE
Age 2 & Under	FREE
Individual Annual Pass	\$ 75.00
Family Annual Pass	\$150.00
Season Exercise Pass	\$ 55.00
10 Class Water Exercise Punch Card	\$ 30.00
Pre-K & Parent Swim Lesson	\$ 25.00 per session
Group Swim Lesson	\$ 40.00 per session
Private Swim Lesson	\$ 80.00 per session
Rental Fee	\$300.00

**Seward Recreation Facilities:**

Sports Complex Concession Stand

One Day Rental	\$150.00
Two Day Rental	\$250.00
Three Day Rental	\$300.00
Damage Deposit	\$100.00

(To be returned or subtracted from total rental fee if stand is cleaned and no damage has occurred).

Plum Creek Park Softball Concession Stand

One Day Rental	\$ 75.00
Two Day Rental	\$125.00
Three Day Rental	\$150.00

Cattle Athletic Training Facility

Seward Based Team Registration (per season)	\$400.00 (Dec 1 to May 1)
Non-Seward Based Team Registration	\$100.00 per hour
Private Instruction (1 per week)	\$ 25.00 per hour
Single Use	
Building (Team/Group)	\$ 20.00 per hour
Batting cage (individual)	\$ 10.00 per hour

**Seward Community Golf Course:**

	<u>Daily Green Fees</u>	
9 Holes (Including Tax)		\$ 20.00
18 Holes (Including Tax)		\$ 27.00
	<u>Annual Golf Fee</u>	
Single		\$630.00
Family		\$813.75
Age 19-25		\$288.75
Grade/High School		\$157.50
	<u>Daily Golf Cart Rental Per Player</u>	
9 Holes (Including Tax)		\$ 9.00
18 Holes (Including Tax)		\$ 13.00
	<u>Annual Golf Cart Lease</u>	
Single		\$315.00
Family		\$420.00
	<u>Annual Golf Cart Storage With Trail Fee</u>	
Gas Cart (Does not include gas)		\$375.00
Electric Cart		\$400.00
	<u>Daily Trail Fee Only</u>	
Cart Stored Off-Site		\$ 10.00
	<u>Annual Trail Fee Only</u>	
Cart Stored Off-Site		\$200.00
	<u>Miscellaneous</u>	
Annual Locker Rent		\$ 35.00
Annual Single Driving Range Pass		\$100.00
Annual Family Driving Range Pass		\$150.00
Driving Range Bucket of Golf Balls (Including Tax)		
Small Bucket		\$ 4.50
Medium Bucket		\$ 6.50
Large Bucket		\$ 8.50

**Seward Blue Valley Campground:**

Camper Unit	\$ 25.00 per night
Senior Citizens (65+)	\$ 15.00 per night
Tent Unit	\$ 10.00 per night

**Maximum length of stay is seven (7) consecutive days with a 48-hour interim between visits.**

**Seward Cemeteries (Effective March 1, 2026):**

	<u>Burial Space Fees</u>	
Lot Sale		\$700.00
<del>Adult Space</del>		<del>\$700.00</del>
<del>Infant Space (under 2 years old)</del>		<del>\$300.00</del>
	<u>Grave Opening and Closing Fees</u>	
Adult Traditional (April 1-November 30 +\$100 for Ex-Wide)		\$700.00
<del>Adult Traditional (December 1-March 31)</del>		<del>\$600.00</del>
<del>Adult Cremation 12" or 24" Hole (April 1-November 30)</del>		<del>\$400.00</del>
<del>Adult Cremation (December 1-March 31)</del>		<del>\$300.00</del>
Infant Traditional/Cremation (April 1-November 30)		\$300.00 (under 2 yrs old)
<del>Infant Traditional/Cremation (December 1-March 31)</del>		<del>\$275.00 (under 2 yrs old)</del>
Disinternment (Base rate, plus equipment use and labor)		\$3,000.00

Monument and Marker Fees

Stone Setting \$100.00 per setting

Miscellaneous Fees

Perpetual Care 25% of burial space  
Urn Vault \$ 50.00  
Scattering of Ashes \$100.00  
Saturday Funeral Closing \$400.00  
Sunday ~~and Holiday~~ Funeral Closing \$600.00  
Holiday Funeral Closing \$1,000.00  
Sunday and Holiday Grave Opening \$290.00/hr (2 hr minimum)  
Overtime Incurred (After 3:30 p.m. M-F from May-Sept,  
After 4:00 p.m. M-F from Sept-May) \$200.00 hour  
Deed Transfer \$100.00  
Entering Name into Cemetery Software \$100.00 per name

Transferring of a space will be made at the discretion of the City after a request is reviewed and payment is received.

Holidays in which the City will provide services for an additional fee: Martin Luther King Jr. Day (third Monday in January), Labor Day (first Monday in September), ~~and~~ Veterans Day (November 11), ~~and Day after Thanksgiving (fourth Friday in November).~~

Holidays in which no services or openings will be conducted: New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

Resolutions 2016-06, 2016-21, 2017-08, 2017-18, 2018-03, 2021-24, 2023-20 and all previous resolutions in conflict with this resolution are hereby revoked.

The Mayor declared the resolution adopted.

Dated: January 20, 2026

THE CITY OF SEWARD, NEBRASKA

ATTEST:

\_\_\_\_\_  
Joshua Eickmeier, Mayor

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

(SEAL)

2. Consideration of a Request to Apply Perpetual Funds for Improvements to the Greenwood Cemetery Bell Tower - Public Properties Director Core

# Freese Construction

# Invoice

715 West C Street, Lincoln, Ne. 68522  
Phone (402) 613-3001 Email: freesedave@hotmail.com

City of Seward Greenwood Cemetery  
1385 N 2<sup>nd</sup> Street  
Seward, Ne. 68434

December 10, 2025

For the replacement of the 11'x 12' roof .

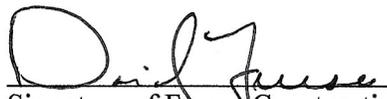
**Will consist of:** Removing the existing roof and sheeting re-sheeting roof and installing new EPDM roof.

EPDM Roofing Total \$4,352.00

**All above includes materials and Labor** **Grand Total \$4,352.00**  
(total including sales tax)

\_\_\_\_\_  
Signature of City of Seward Representative

\_\_\_\_\_  
Date of Acceptance

  
\_\_\_\_\_  
Signature of Freese Construction

12/10/2025  
Date of Acceptance

3. Consideration of an Amendment to the Agreement with JEO Consulting Group for Design and Bidding Services for the East Hillcrest Improvements Project in the Amount of \$34,000.00 - City Engineer Oneby



**AMENDMENT TO OWNER-ENGINEER AGREEMENT  
Amendment No. 3**

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, specifically related proposed improvement west of this project being designed by Schemmer Associates. See Exhibit A, attached.**

**ARTICLE 4 – AGREEMENT SUMMARY**

Original agreement amount:	\$ <u>81,850</u>
Net change for prior amendments:	\$ <u>76,350</u>
This amendment amount:	\$ <u>34,000</u>
Adjusted Agreement amount:	\$ <u>192,200</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: Brian C. Keom  
Print  
name: Ryan C. Kavan

Title: Project Manager

Date Signed: January 15, 2026



**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 Storm Sewer Revisions:
  - 1.2.1 Redesign of storm sewer system to accommodate proposed E Hillcrest improvement by Schemmer and Associates west of this project.
  - 1.2.2 Includes modifying the outlet locations, verifying needs for increased flows due to the additional storm water volumes.
- 1.3 Utility Coordination:
  - 1.3.1 Add reconstruction of sanitary sewer manhole to better improve long term maintenance of sanitary sewer system east of Karol Kay intersection.
  - 1.3.2 Coordination and revisions to the water system west of Eastridge Drive to accommodate proposed E Hillcrest improvement by Schemmer and Associates west of this project.
- 1.4 Other minor revisions provided by the City related to reviews, comments and continued discussions with Concordia University.

**2 OWNER RESPONSIBILITIES**

- 2.1 Provide timely review of documents or requests for information.
- 2.2 Provide access to property to conduct proposed services.
- 2.3 Provide contact information for utility companies within the right-of-way along the project route.

**3 FEE**

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

<u>Task</u>	<u>Fee</u>
<b>Additional Design Phase</b> (Hourly, Not to Exceed)	<b><u>\$ 34,000.00</u></b>
<b>Total Amendment No. 3</b> (Not to Exceed)	<b>\$ 34,000.00</b>

**4 CONTRACT TIME**

- 4.1 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.
- 4.2 Design Phase – 30 days from authorized to proceed.
- 4.3 Bidding and Negotiation Phase – 45-60 days from authorization to advertise.
- 4.4 Construction potential start – May 2026.
- 4.5 If the Basic Services covered by this Agreement have not been completed by January 30, 2026, through no fault of JEO, extension or adjustment of JEO’s services beyond that time shall be compensated as additional services.
- 4.6 The information in this proposal and fee estimate is valid until February 1, 2026. After that time, the scope of services and estimated schedule are subject to adjustment.

**5 EXCLUSIONS**

- 5.1 As described in the original scope of services.

4. Consideration of a Recommendation to Award a Construction Contract for the Worthman Boulevard Watermain Phase III Project to Van Kirk Brothers Contracting in the Amount of \$396,160.28 - City Engineer Oneby



**Office of the City Engineer**

147 North 7<sup>th</sup> Street  
Seward, NE 68434  
(402) 643-2928 x203

# Memo

**To:** Greg Butcher, City Administrator

**From:** Mike Oneby, P.E., City Engineer

**cc:** Derek Bargmann, City Clerk

**Date:** January 16, 2026

**Re:** Worthman Boulevard Watermain Phase III – Recommendation of Award

The City advertised for bids to construct the third phase an extension of water main from Walker Road at the City limits, beneath the BNSF main line, and connect to the 14-in water main on the north side of the BNSF tracks. The project completes a large diameter loop through the Seward Rail Campus. The City hosted a public bid opening at 10:00 AM on January 8, 2026 at City Hall, overseen by City Clerk Derek Bargmann and City Engineer Mike Oneby and attended by Alex Roth of the Schemmer Associates (the project’s Engineer). Five bids were received, listed high to low in the table below along with the Engineer’s Opinion of Probable Construction Cost.

No.	Bidder	Submittal Date/Time	Bid Amount [\$]	Amount above Low	
				[\$]	[%]
1.	K2 Construction Lincoln, NE	9:02 AM 01/08/26	498,700.10	102,539.82	25.9%
2.	General Excavating Lincoln, NE	9:56 AM 01/08/26	468,503.81	72,343.53	18.3%
3.	M.E. Collins Contracting Co. Wahoo, NE	9:50 AM 01/08/26	453,148.34	56,988.06	14.4%
4.	MC Wells Contracting, LLC Omaha, NE	9:17 AM 01/08/26	446,411.00	50,250.72	12.7%
5.	Van Kirk Bros. Sutton, NE	8:41 AM 01/08/26	396,160.28	0.00	
	Engineer’s Estimate	N/A	331,005.51	-65,154.77	-16.4%

The project’s Engineer (Schemmer) reviewed the low bid and found no irregularities that would prohibit award to the low bidder (see attached email). After reviewing all five bids, the City Engineer concurs with the Engineer, and the City Engineer recommends award to Van Kirk Bros. as the low bidder.

## Michael Oneby

---

**From:** Roth, Alexander <aroth@schemmer.com>  
**Sent:** Thursday, January 15, 2026 4:13 PM  
**To:** Michael Oneby  
**Cc:** Brandon Koll; Holle, Doug  
**Subject:** RE: Worthman Blvd Phase III - Engineer's Recommendation  
**Attachments:** Projects including both Water main and cased bores 24 in 1-15-2026.pdf; 09336001-D Worthman Water Main Phase III bid results.pdf

Mike,

Van Kirk is a reputable company that is qualified to complete the work. Van Kirk's bid of \$396,160.28 was the lowest of five bids submitted. The engineer's estimate for construction (minus contingencies) was \$295,540.63, which is approximately 25% less than Van Kirk's bid. I reviewed the bidder qualifications submitted by Van Kirk and confirmed they are satisfactory to meet the requirements set forth in Article 3 of the Instructions to Bidders.

If the City decides to award the project to Van Kirk, I suggest we review Horizontal Boring's proposal for extending the casing to avoid temporary shoring costs.

Thanks,  
Alex



**Alex Roth, P.E.**  
Transportation Team Leader  
Shareholder

402.493.4800 Phone | 402.431.6364 Direct  
**SCHEMMER.COM**

---

**From:** Michael Oneby <Michael.Oneby@cityofsewardne.gov>  
**Sent:** Tuesday, January 13, 2026 9:22 PM  
**To:** Roth, Alexander <aroth@schemmer.com>  
**Cc:** Brandon Koll <Brandon.Koll@cityofsewardne.gov>  
**Subject:** [EXTERNAL] RE: Worthman Blvd Phase III Van Kirk bid form

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

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Hi Alex,

Please see attached bid form and bid bond for the apparent low bidder.

Please review and submit a recommendation by COB Thursday, if possible.

I will forward the additional four bids tomorrow.

Best regards,

Mike



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

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



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**From:** Roth, Alexander <[aroth@schemmer.com](mailto:aroth@schemmer.com)>  
**Sent:** Wednesday, December 10, 2025 10:56 AM  
**To:** Michael Oneby <[Michael.Oneby@cityofsewardne.gov](mailto:Michael.Oneby@cityofsewardne.gov)>; Brandon Koll <[Brandon.Koll@cityofsewardne.gov](mailto:Brandon.Koll@cityofsewardne.gov)>  
**Subject:** Worthman Blvd Phase III plan room link

Good morning Mike/Brandon,  
Here's a link to the project on A&D's website:  
[https://plans.adtechsupply.com/View/ViewJob.aspx?job\\_id=14132](https://plans.adtechsupply.com/View/ViewJob.aspx?job_id=14132)

Thanks,  
Alex



**Alex Roth, P.E.**  
Transportation Team Leader  
Shareholder  
402.493.4800 Phone | 402.431.6364 Direct  
**SCHEMMER.COM**

## Disclaimer

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OWNER: City of Seward  
 PROJECT: Worthman Boulevard Water Main Phase III  
 ENGINEER: the Schemmer Associates  
 PROJECT NO.: 09336.001-D  
 BID OPENING LOCATION: City Hall, 537 Main St., Seward, Nebraska  
 BID OPENING DATE and TIME: 10:00 AM January 8, 2026

Witnessed  
 Signed Derek Bergmann Date 1-8-26

Name/Title City Clerk

Signed [Signature] Date 1/8/2026

Name/Title City Engineer

No.	Bidder Name	Total Amount Base Bid	Plan holder	Bid Form	Addenda		Bid Bond	Experi- ence	List of Subs
					NA	NA			
1.	Van Kirk Bros.	\$396,160.28	✓	✓			✓	-	-
2.	K2 Construction	\$498,700.10	-	✓			✓	-	-
3.	MC Wells (Contracting, LLC)	\$446,411.00	✓	✓			✓	-	-
4.	General Excavating	\$468,503.81	✓	✓			✓	-	-
5.	ME Collins	\$453,148.34	✓	✓			✓	-	-
6.									
7.									
8.									
9.									
10.									
11.									
12.									
13.									
14.									

"X" Found

"O" Not Found

"-" Incomplete

**BID FORM**

*Project Identification:*

CITY OF SEWARD, WORTHMAN BOULEVARD WATERMAIN PHASE III

*Contract Identification and Number:*

Schemmer Project No. 09336.001-D

**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>
_____	_____
_____	_____
_____	_____

- 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.
- I. 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 III

Item	Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
1	MOBILIZATION	1	L.S.	\$ 5250 <sup>00</sup>	\$ 5250 <sup>00</sup>
2	TRAFFIC CONTROL	1	L.S.	\$ 1075 <sup>00</sup>	\$ 1075 <sup>00</sup>
3	GENERAL CLEARING AND GRUBBING	1	L.S.	\$ 800 <sup>00</sup>	\$ 800 <sup>00</sup>
4	SALVAGING AND PLACING TOPSOIL	2,323	S.Y.	\$ 150	\$ 3484 <sup>50</sup>
5	REMOVE PAVEMENT	17	S.Y.	\$ 16 <sup>00</sup>	\$ 272 <sup>00</sup>
6	STABILIZED CONSTRUCTION EXIT	1	EA.	\$ 2798 <sup>00</sup>	\$ 2798 <sup>00</sup>
7	REMOVE AND RESET FENCE	30	L.F.	\$ 875	\$ 262 <sup>50</sup>
8	CRUSHED ROCK SURFACE COURSE	54	TON	\$ 102 <sup>00</sup>	\$ 5508 <sup>00</sup>
9	8" CONCRETE PAVEMENT, CLASS 47B-3500	73	S.Y.	\$ 90 <sup>00</sup>	\$ 6570 <sup>00</sup>
10	CLASS 47B-3000 CONCRETE FOR HEADER	2	C.Y.	\$ 385 <sup>00</sup>	\$ 770 <sup>00</sup>
11	SUBGRADE PREPARATION	93	S.Y.	\$ 825	\$ 767 <sup>25</sup>
12	SEEDING, TYPE B	0.48	AC	\$ 4650 <sup>00</sup>	\$ 2232 <sup>00</sup>
13	EROSION CONTROL, CLASS 1D	2,314	S.Y.	\$ 260	\$ 6016 <sup>50</sup>
14	FABRIC SILT FENCE - LOW POROSITY	1,261	L.F.	\$ 590	\$ 7439 <sup>90</sup>
15	REMOVE 16" PLUG	1	EA.	\$ 98 <sup>00</sup>	\$ 98 <sup>00</sup>
16	REMOVE WATER MAIN PIPE, 14"	12	L.F.	\$ 15 <sup>00</sup>	\$ 180 <sup>00</sup>
17	REMOVE WATER MAIN PIPE, 16"	30	L.F.	\$ 15 <sup>00</sup>	\$ 450 <sup>00</sup>
18	16" WATER MAIN PIPE	173	L.F.	\$ 82 <sup>00</sup>	\$ 14,186 <sup>00</sup>
19	RESTRAINED JOINT WATER MAIN PIPE, 16"	12	L.F.	\$ 148 <sup>00</sup>	\$ 1776 <sup>00</sup>
20	SMOOTH STEEL CASING, BORED IN PLACE, 30"	90	L.F.	\$ 1129 <sup>00</sup>	\$ 101,610 <sup>00</sup>

21	14" SOLID SLEEVE, M.J.	2	EA.	\$ 1425 <sup>00</sup>	\$ 2850 <sup>00</sup>
22	16" SOLID SLEEVE, M.J.	2	EA.	\$ 1597 <sup>00</sup>	\$ 3194 <sup>00</sup>
23	16"X45 DEG BEND	4	EA.	\$ 1820 <sup>00</sup>	\$ 7280 <sup>00</sup>
24	16"X90 DEG BEND	1	EA.	\$ 2388 <sup>00</sup>	\$ 2388 <sup>00</sup>
25	16" GATE VALVE (VALVE PROVIDED BY CITY OF SEWARD)	4	EA.	\$ 754 <sup>00</sup>	\$ 3016 <sup>00</sup>
26	16"X14" REDUCER, M.J.	2	EA.	\$ 1515 <sup>00</sup>	\$ 3030 <sup>00</sup>
27	16"X16" TEE, M.J.	1	EA.	\$ 3147 <sup>00</sup>	\$ 3147 <sup>00</sup>
28	16" RETAINER GLAND	27	EA.	\$ 393 <sup>00</sup>	\$ 10,611 <sup>00</sup>
29	14" RETAINER GLAND	2	EA.	\$ 296 <sup>00</sup>	\$ 592 <sup>00</sup>
30	CONC FOR THRUST BLOCKS AND ANCHORAGES	16.8	C.Y.	\$ 399 <sup>00</sup>	\$ 6703 <sup>20</sup> <del>44</del>
31	STEEL FOR THRUST BLOCKS AND ANCHORAGES	520.3	LBS.	\$ 5 <sup>10</sup>	\$ 2653 <sup>53</sup>
32	TEMPORARY SHORING	800	S.F.	\$ 235 <sup>00</sup>	\$ 188,000 <sup>00</sup>
33	WATER MAIN TESTING AND DISINFECTION	1	L.S.	\$ 1150 <sup>00</sup>	\$ 1150 <sup>00</sup>
<b>TOTAL BID</b>					\$ 396,160 <sup>28</sup>

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 5% 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: Van Kirk Sand and Gravel, Inc. d/b/a Van Kirk Bros. Contracting  
(SEAL)

State of Incorporation: Nebraska

Type (General Business, Professional, Service, Limited Liability): General Business

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

Name (typed or printed): James Simmerman

Title: Vice President  
(CORPORATE SEAL)

Attest Melissa Sheidemann

Date of Qualification to do business in [State where Project is located] is  
07 / 24 / 1978.

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 1200 West Ash Street, PO Box 585, Sutton, NE 68979

Phone No. (402) 773-5250 Fax No. (402) 773-5480

E-mail mike@vkbros.net

SUBMITTED on January 8, 20 26.

State Contractor License No. 28904. *[If applicable]*

# VAN KIRK BROS. CONTRACTING

## VAN KIRK SAND & GRAVEL, INC.

1200 West Ash, PO Box 585

Sutton, NE 68979

PHONE (402) 773-5250

FAX (402) 773-5480

vkbros@vkbros.net

January 15, 2026

RE: Worthman Boulevard Watermain Phase III project, Seward, Nebraska

Mr. Roth,

Per your request and according to Article 3.01 of the Instructions to Bidder for the Worthman Boulevard Watermain Phase III project in Seward that we are the low bid on, please find a list of projects with cased bores of 24" or greater casing diameter and carrier pipe of 12" or greater that we have successfully completed in the last 8 years (includes 5 projects with 12" or greater water main pipe completed in the last 5 years) with Horizontal Boring and Tunneling Company as our boring subcontractor on 4 of these municipal water main projects (1 of which was completed within the last 5 years). We have also included in our list a large project (SCCWWA Phase 1A Segment 4) that included many large diameter cased bores that we subcontracted to Horizontal Boring that were for wastewater HDPE force mains.

### Qualifications

**Project Name:** 2020 Water Supply Improvements, Phase III  
**Project Location:** Syracuse, Nebraska  
**Project Owner:** City of Syracuse, Nebraska  
**Contract Amount:** \$783,679.00  
**Date Completed:** 2025  
**Description:** Installed 420 LF of 16" HDD DR9 HDPE including 2 creek bores, and 106' of 12" DIP water main with 4 connections to existing water main

**Project Name:** SCCWWA Phase 1A Segment 4 Force Mains  
**Project Location:** Sarpy County, Nebraska  
**Project Owner:** Sarpy County and Cities Wastewater Agency  
**General Contractor:** Hawkins Construction  
**Contract Amount:** \$12,237,301.27  
**Date Completed:** 2024  
**Description:** Installed 19,360 LF of 18" HDPE Force Main, 19,360 LF of 24" HDPE Force Main, 996 LF of 18" HDD, 996 LF 24" HDD, 996 LF of 36" HDD 490 LF of 18" HDD Trenchless, 490 LF of 24" HDD Trenchless  
**Subcontractor:** Horizontal Boring and Tunneling  
**Description:** case bore 30" x 335' and 36" x 335' Fusion Bonded Epoxy UPRR under crossings for 18" and 24" HDPE force mains, case bore 30" x 335' and 36" x 335' Fusion Bonded Epoxy BNSF under crossings for 18" and 24" HDPE force mains, cased bores 24" x 280' and 30" x 280' Highway 34

4-lane under crossings for 18" and 24" HDPE force mains, cased bores 24" x 160' and 30" x 160 Hidden Valley Rd under crossings for 18" and 24" HDPE force mains, cased bores 24" x 440' and 30" x 440' Highway 34/75 4-lane + Frontage Roads each side of 4-lane under crossings for 18" and 24" HDPE force mains,

Project Name: **2020 Water Supply Improvements, Phase II**

Project Location: Syracuse, Nebraska  
Project Owner: City of Syracuse, Nebraska  
Contract Amount: \$1,894,619.25  
Date Completed: 2024  
Description: Installed 823' of 12" HDD including 4 creek bores

Project Name: **Sustainable Beef Processing Plant**

Project Location: North Platte, Nebraska  
Project Owner: Sustainable Beef, LLC.  
General Contractor: The Bar S U, Inc. d/b/a Schmeeckle Bros. Construction  
Contract Amount: \$25,592,450.22  
Date Completed: 2024  
Description: Installed 3,300 LF of 12" C900 water main and 2,200 LF of 18" C900 water main.

Project Name: **SCCWWA – Phase 1A – Segment 1**

Project Location: Sarpy County, Nebraska  
Project Owner: Sarpy County and Cities Wastewater Agency  
Contract Amount: \$6,848,345.25  
Date Completed: 2024  
Description: Installed 294 LF of 14" HDD Springfield Creek Crossing, 294 LF 20" HDD Springfield Creek Crossing, 650 LF 14" HDD trenchless crossing, 650 LF of 20" HDD trenchless crossing

Project Name: **2020 Water Supply Improvements**

Project Location: Syracuse, Nebraska  
Project Owner: City of Syracuse, Nebraska  
Contract Amount: \$6,355,055.57  
Date Completed: 2023  
Description: Installed 45,795 LF of 16" PVC DR 25 Water Main, 690 LF of 16" DR 18 Water Main, 210 LF of 16" PVC DR 18 RJ Water Main,  
Subcontractor: Horizontal Boring and Tunneling  
Description: cased bore 24" x 210' bore BNSF undercrossing for 16" PVC

Project Name: **Gothenburg Westside Water/Sewer Improvements**

Project Location: Gothenburg, Nebraska  
Project Owner: City of Gothenburg, Nebraska  
Contract Amount: \$1,453,381.58  
Date Completed: 2020  
Description: Installed 3,200' of 12" C900 water main, 2,400' of HDD 12" C900 restrained joint water main and 18" x 100' cased bore (self performed) with 12" C900 restrained joint water main

Project Name: **2019 Seward Rail Campus**  
Project Location: Seward, Nebraska  
Project Owner: City of Seward, Nebraska  
Contract Amount: \$1,729,241.24  
Date Completed: 2019  
Subcontractor: Horizontal Boring and Tunneling  
Description: Case bored 125 LF of 18" - water main under Hwy 15 for 12" C900  
And 825 LF of open cut 12" C900 including connections to existing  
12" DIP water mains

Project Name: **2018 Grand Island WD 471T Water Main**  
Project Location: Grand Island, Nebraska  
Project Owner: City of Grand Island, Nebraska  
Contract Amount: \$142,390.60  
Date Completed: 2018  
Description: Installed 130 LF of 20" RJ DIP  
Subcontractor: Horizontal Boring and Tunneling  
Description: cased bore 32" x 97' Highway 34 undercrossing for 20" DIP

Project Name: **Water Main and Sanitary Sewer District 2017-1 (West Street)  
and 276<sup>th</sup> Circle Water Distribution Improvements**  
Project Location: Valley, Nebraska  
Project Owner: City of Valley, Nebraska  
Contract Amount: \$844,018.80  
Date Completed: 2017  
Description: Installed 4,340 LF of 12" DIP CL 350 water main  
Subcontractor: Horizontal Boring and Tunneling  
Description: cased bore 24" x 240' 12" PVC BNSF and Highway under crossings

Upon award of the Worthman Boulevard Watermain Phase III, Seward, Nebraska, we intend to subcontract the horizontal boring, temporary shoring and coordination (including work plan approval for the work to be done within railroad property) of the BNSF required flagging and inspection to Horizontal Boring and Tunneling Company.

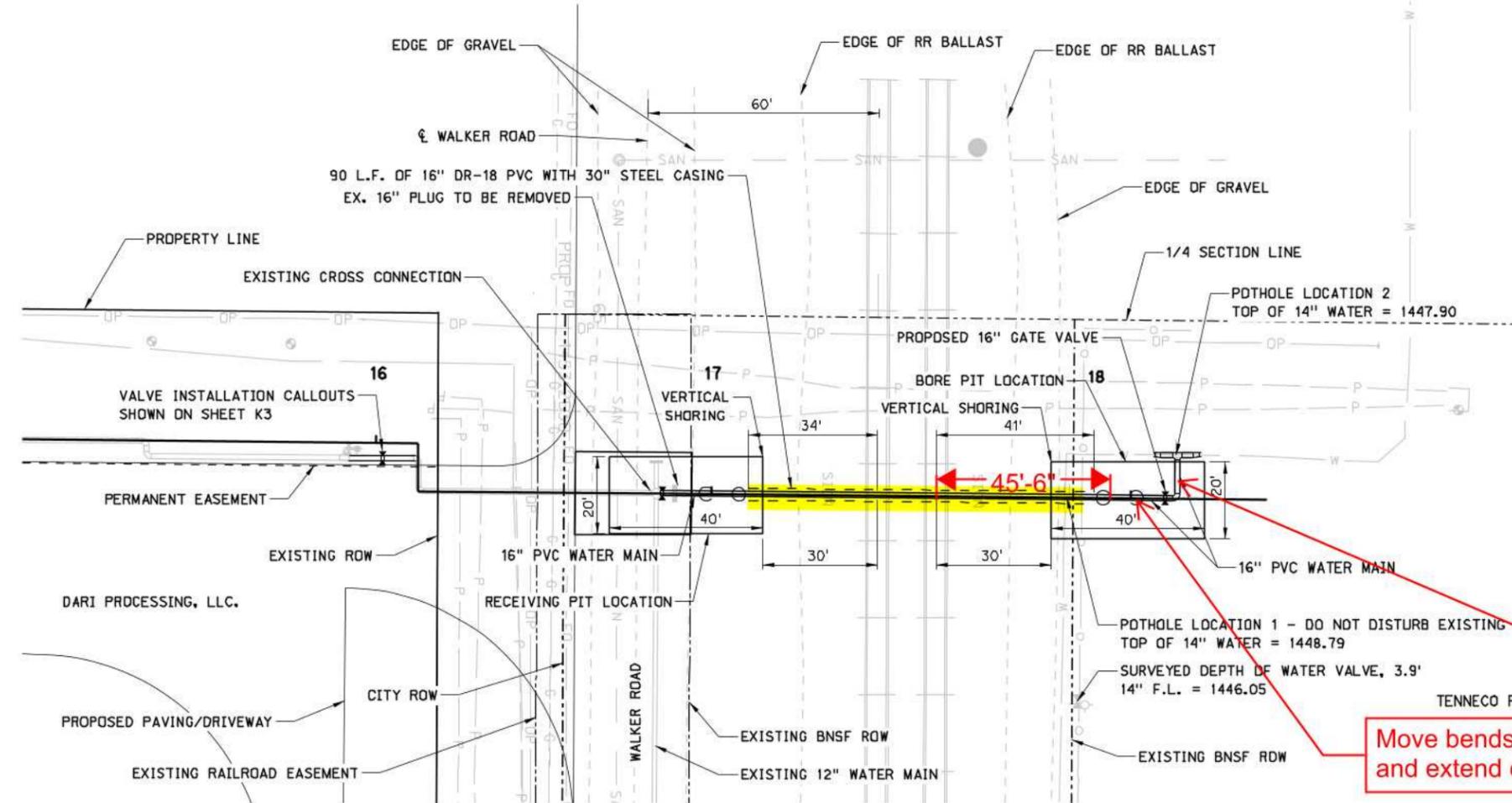
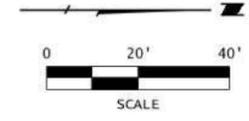
Horizontal has suggested modification of the North pit for completing the bore which would eliminate the requirements for BNSF flagging, inspection and shoring on the North side of the railroad tracks. This may include shifting the connection to the existing 14" water main (see attached sketch). Would you be interested in considering this proposal? We have not performed any cost savings analysis of this suggest change as of yet. Please also find Horizontal's experience list attached. Please let me know if you have any questions.

Sincerely,



Steven Rogge, P.E.  
Project Manager

ROADWAY DESIGN DIVISION.



STEEL PIPE SHALL BE IN CONFORMANCE WITH ASTM A1097 AND OF LEAKPROOF CONSTRUCTION, SUCH AS BUTT WELDED OR INTERLOCKING JOINTS WHICH ARE CAPABLE OF WITHSTANDING RAILROAD LOADING. PIPE SHALL BE ASTM A-139, GRADE B AND HAVE A SPECIFIED MINIMUM YIELD STRENGTH, SMYS, OF AT LEAST 35,000 PSI (POUNDS PER SQUARE INCH/241,317KPa.)

ALL METALLIC CASING PIPES ARE TO BE DESIGNED FOR EFFECTIVE CORROSION CONTROL, LONG SERVICE LIFE AND RELATIVELY FREE FROM ROUTINE SERVICING AND MAINTENANCE. CORROSION CONTROL MEASURES FOR METALLIC CASING PIPING MUST INCLUDE COATING SUCH AS FUSION BONDED EPOXY COATING (FBE) WITH AN ABRASION RESISTANT OVERCOATING (ARO).

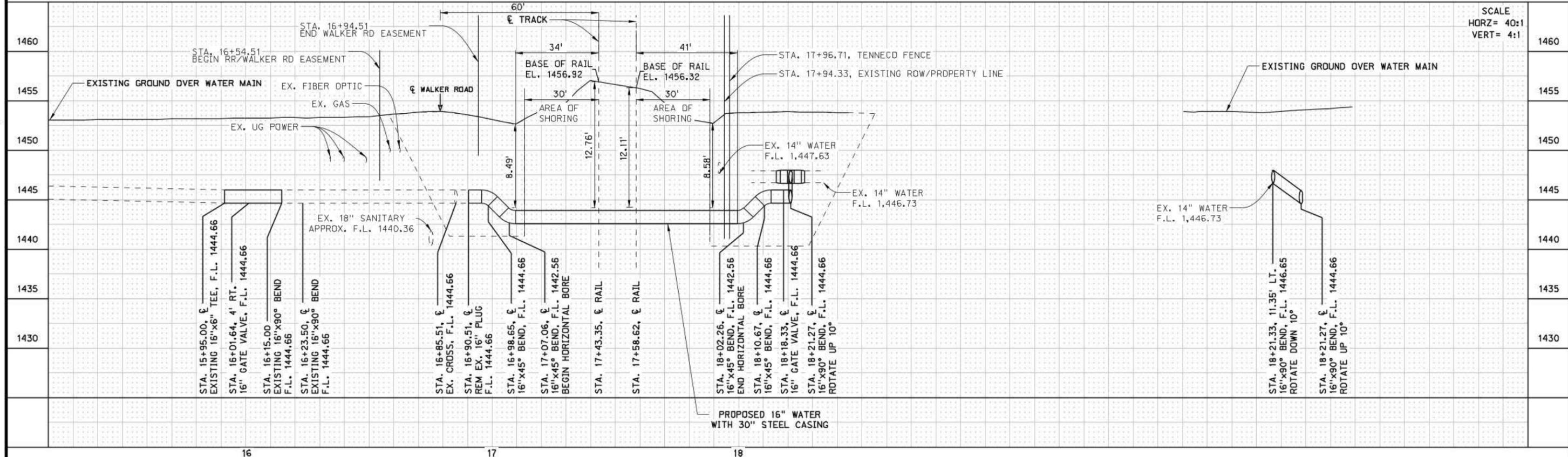
STEEL CASING PIPE WILL BE SEALED ON BOTH ENDS.

Move 16" Gate Valve

Move bends north and extend casing 7'



## WATER MAIN PLAN AND PROFILE



File: 09336001 PWD4-Phase 3.dgn PROJECT LOCATION: HIGHWAY 15 & WORTHMAN BLVD., SEWARD, NE Date: 21-OCT-2025 13:24 Computer: LIMEGANS Scale: 1:40

**Name of Project:** City of Seward, NE  
Worthman Boulevard Water Main Phase III  
**Submittal Dated:** January 14, 2026  
**Specification Section:** Boring Qualifications

Qualifications

**Project Name:** City of Blair-Industrial high Service Transmission Main  
**Project Location:** Blair, NE  
**Project Owner:** City of Blair, NE  
**Contractor:** MC Well Contracting, LLC  
**Date Completed:** October 2025  
**Project Manager:** Jon Bounds  
**Superintendent:** Tom Hiatt  
**Foreman:** Mark Wieczorek  
**Description:** Installed by guided auger boring methods. 319 LF of 42" Steel Casing for 36" HDPE water main under UPRR tracks and plant access road.  
**Notes:** Moist to wet lean clays. 24 hour operations due to bore passing through Zone A beneath active railroad tracks.

**Project Name:** Lower Superior Canal East Diversion  
**Project Location:** Nuckolls County, NE  
**Project Owner:** Bostwick Irrigation District  
**Contractor:** BRB Contractors, Inc.  
**Date Completed:** September 2025  
**Project Manager:** Jon Bounds  
**Superintendent:** Doug Godown  
**Foreman:** Cody Youngblood  
**Description:** Installed by guided auger boring methods. 265 LF of 48" steel casing for 36" water main under BNSF tracks and Hwy 8.  
**Notes:** Dry sandy/silty soils with clay.

## **Trenchless Construction Specialist**



**Project Name:** Segment 3 Transmission Improvements  
**Project Location:** Yankton County, SD  
**Project Owner:** B-Y Water District  
**Contractor:** Alliance Construction  
**Date Completed:** October 2025  
**Project Manager:** Jon Bounds  
**Superintendent:** Doug Godown  
**Foreman:** Andy Tassemeyer  
**Description:** Installed by guided auger boring methods. 200 LF of 30" steel casing for 16" DIP water main under Hwy 81.  
**Notes:** Lean clay with sand.

**Project Name:** Transmission System Improvements: 12<sup>th</sup> St Water Main Installation-Phase 1  
**Project Location:** Sioux Falls, SD  
**Project Owner:** City of Sioux Falls, SD  
**Contractor:** Metro Construction, Inc.  
**Date Completed:** July 2025  
**Project Manager:** Graham Stutzman  
**Superintendent:** Doug Godown  
**Foreman:** Keaton Collins  
**Description:** Installed by guided auger boring methods. 80 LF of 36" steel casing for 24" PVC water main under Hwy 42.

**Project Name:** PNB Data Center Projects  
**Project Location:** Papillion, Nebraska  
**Project Owner:** Meta  
**Contractor:** Miller Electric Company  
**Date Completed:** May 2022  
**Project Manager:** Lucas Dietterle  
**Superintendent:** Tom Hiatt  
**Foreman:** Roger Glenn  
**Description:** Installed total of 4,052 LF of 36" Steel Casing for electrical and communication conduits (12 runs, longest run 370 LF) using guided auger boring  

- Installed 4" and 6" communications and electrical conduits into the steel casing.
- Backfill Grout the annular space between the 4"/6" conduits and the 36" Steel Casing (2,650LF in 8 runs)

**Notes:** Moist to wet lean clays. Crossed beneath US Highway 50

## **Trenchless Construction Specialist**





**Project:** Worthman Blvd Water Main  
Phase III Cost Estimate  
**Job No.:** SCHEMMER 09336001-D

**WORTHMAN BOULEVARD WATER MAIN PHASE III - FINAL OPINION OF PROBABLE CONSTRUCTION COSTS**

COMPUTED BY: Megan Stamer		DATE: 10/27/2025			
CHECKED BY: Alex Roth		DATE: 10/27/2025			
UPDATES: Alex Roth		DATE: 12/5/2025			
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
0030.00	MOBILIZATION (8%)	1	LS	\$22,000.00	\$22,000.00
0005.01	TRAFFIC CONTROL	1	LS	\$5,000.00	\$5,000.00
1009.00	GENERAL CLEARING AND GRUBBING	1	LS	\$3,500.00	\$3,500.00
1041.00	SALVAGING AND PLACING TOPSOIL	2,323	SY	\$1.00	\$2,323.00
1101.00	REMOVE PAVEMENT	17	SY	\$15.00	\$261.67
1995.00	STABILIZED CONSTRUCTION EXIT	1	EA	\$4,000.00	\$4,000.00
7151.00	REMOVE AND RESET FENCE	30	LF	\$15.00	\$450.00
2010.33	CRUSHED ROCK SURFACE COURSE	54	TON	\$70.00	\$3,806.22
3075.32	8" CONCRETE PAVEMENT, CLASS 47B-3500	73	SY	\$105.00	\$7,630.00
	CLASS 47B-3000 CONCRETE FOR HEADER	2	CY	\$500.00	\$1,000.00
9173.20	SUBGRADE PREPARATION	93	SY	\$5.00	\$464.44
L001.02	SEEDING, TYPE B	0.48	AC	\$1,450.00	\$694.55
L019.13	EROSION CONTROL, CLASS 1D	2,314	SY	\$3.50	\$8,099.00
L022.11	FABRIC SILT FENCE-LOW POROSITY	1,261	LF	\$3.00	\$3,783.00
	REMOVE 16" PLUG	1	EA	\$400.00	\$400.00
W800.21	REMOVE WATER MAIN PIPE, 14"	12	LF	\$25.00	\$300.00
W800.21	REMOVE WATER MAIN PIPE, 16"	30	LF	\$50.00	\$1,500.00
W205.16	16" WATER MAIN PIPE	173	LF	\$150.00	\$25,950.00
	RESTRAINED JOINT WATER MAIN PIPE, 16"	12	LF	\$300.00	\$3,600.00
	SMOOTH STEEL CASING, BORED IN PLACE, 30"	90	LF	\$1,000.00	\$90,000.00
	14" SOLID SLEEVE, M.J.	2	EA	\$500.00	\$1,000.00
	16" SOLID SLEEVE, M.J.	2	EA	\$500.00	\$1,000.00
	16"X45 DEG BEND	4	EA	\$1,400.00	\$5,600.00
	16"X90 DEG BEND	1	EA	\$1,800.00	\$1,800.00
	16" GATE VALVE (VALVE PROVIDED BY CITY OF SEWARD)	4	EA	\$3,500.00	\$14,000.00
	16"x14" REDUCER, M.J.	2	EA	\$1,100.00	\$2,200.00
W356	16"x16" TEE	1	EA	\$2,750.00	\$2,750.00
	16" RETAINER GLAND	27	EA	\$350.00	\$9,450.00
	14" RETAINER GLAND	2	EA	\$300.00	\$600.00
	CONC FOR THRUST BLOCKS AND ANCHORAGES	16.8	C.Y.	\$450.00	\$7,578.00
	STEEL FOR THRUST BLOCKS AND ANCHORAGES	520.3	LBS	\$2.50	\$1,300.75
	TEMPORARY SHORING	800	SF	\$75.00	\$60,000.00
	WATER MAIN TESTING AND DISINFECTION	1	LS	\$3,500.00	\$3,500.00
	<b>SUBTOTAL CONSTRUCTION</b>				<b>\$295,540.63</b>
	CONSTRUCTION CONTINGENCIES (12% OF CONSTRUCTION)				\$35,464.88
	<b>TOTAL CONSTRUCTION COST</b>				<b>\$331,005.51</b>
	BNSF RAILWAY FEES AND INSURANCE (CITY COST)	1	LS	\$5,200.00	\$5,200.00
	BNSF RAILWAY FLAGGER (CITY COST, 14 DAYS)	1	LS	\$35,000.00	\$35,000.00
<b>ROW (Approximate Impacts and Costs)</b>					
	TEMPORARY EASEMENT (ACCESS ONLY)	22,445.84	SF	\$0.00	\$0.00
	TEMPORARY EASEMENT (DISTURBED AREA)	21,515.19	SF	\$0.50	\$10,757.60
	PERMANENT EASEMENT	0	SF	\$0.00	\$0
	<b>TOTAL RIGHT-OF-WAY COSTS</b>				<b>\$10,758</b>
	<b>CONSTRUCTION ENGINEERING &amp; INSPECTION</b>	<b>13%</b>			<b>\$43,030.72</b>
	<b>GRAND TOTAL</b>				<b>\$384,793.82</b>

5. Consideration of an Agreement with The Schemmer Associates to Perform Construction Engineering Services for the Worthman Boulevard Phase III Project in the Amount of \$103,506.25 - City Engineer Oneby

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

**Worthman Blvd Water Main Phase III  
CONSTRUCTION ENGINEERING**

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

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

The City of Seward (“Owner”) and

The Schemmer Associates Inc. (“Engineer”).

Owner intends to Contract with Engineer to receive construction engineering services for observation, material sampling, material testing, and management of the paving improvements and associated plan work detailed in the plans entitled “Worthman Blvd Water Main Phase III” (“Project”).

---

Owner and Engineer agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

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

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

2.01 *General*

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

## ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

### 3.01 *Commencement*

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

### 3.02 *Time for Completion*

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

## ARTICLE 4 – INVOICES AND PAYMENTS

### 4.01 *Invoices*

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

### 4.02 *Payments*

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

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

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

## **ARTICLE 5 – OPINIONS OF COST**

### *5.01 Opinions of Probable Construction Cost*

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

### *5.02 Opinions of Total Project Costs*

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

## **ARTICLE 6 – GENERAL CONSIDERATIONS**

### *6.01 Standards of Performance*

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

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

## 6.02 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

### 6.03 *Insurance*

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

### 6.04 *Suspension and Termination*

- A. Suspension.

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

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

- B. Termination. The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
  - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
  - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination.

- 1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
- 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for

services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

#### 6.05 *Controlling Law*

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

#### 6.06 *Successors, Assigns, and Beneficiaries*

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

#### 6.07 *Dispute Resolution*

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

## 6.08 *Environmental Condition of Site*

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

## 6.09 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit F, "Allocation of Risks," if any.

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

#### 6.10 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall

continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):
  - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.
  - 2. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A of this Agreement.
  - 3. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
  - 4. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates, consultants, subcontractors, or vendors.
6. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
7. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
8. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
9. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
10. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer’s agent or employee and under Engineer’s supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any.
11. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
12. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included*

- A. Exhibit A, “Engineer’s Services,” consisting of 3 pages.
- B. Exhibit B, “Consultant Estimate of Hours and Expenses,” consisting of 3 pages.
- C. Exhibit C, “Payments to Engineer for Services and Reimbursable Expenses,” consisting of 2 pages.

- D. Exhibit D, "Insurance," consisting of 2 pages.
- E. Exhibit E, "Dispute Resolution," consisting of 1 pages.
- F. Exhibit F, "Allocation of Risks," consisting of 1 pages.

8.02 *Total Agreement*

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

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

Owner: \_\_\_\_\_  
City of Seward

Engineer: \_\_\_\_\_  
The Schemmer Associates

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

By: Doug Holle, P.E.

Title: \_\_\_\_\_

Title: EVP, Engineering

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

Date: 1/16/2026

Signed: \_\_\_\_\_

Signed: 

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
333 S. 21<sup>st</sup> Street  
Suite 102  
Lincoln, NE 68510

This is **EXHIBIT A**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

## **Engineer's Services**

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Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Additional Services as set forth below.

### **PART 1 – SCOPE OF SERVICES**

## **WORTHMAN BLVD WATER MAIN PHASE III**

### **1. INTRODUCTION**

The following Scope of Services for Construction Engineering Services shall include Project Management, Construction Observation, Administration, Staking and Materials Testing. The work shall include but are not limited to; the preconstruction phase, construction phase, construction closeout, coordination with the general contractor, construction observation, as-built plans, final documents, staking, and materials testing.

### **2. ASSUMPTIONS**

- Construction duration is estimated at 60 calendar days with an anticipated start date of 02/18/2026 and substantial completion by 4/26/2026.
- Construction inspection (including mobilization) is anticipated to average 10 hours per working day with 43 working days anticipated.

### **3. PROJECT DESCRIPTION**

1. Water main improvements are planned north of Walker Road in Seward, NE.

### **4. 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.
- B. Preconstruction photos
- C. Draft and hand out flyers to residents

### **5. 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 per paragraph 2. ASSUMPTIONS.
- 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 CE firm is on site.
- H. Review and respond to contractor submittals and RFI's.
- I. Conduct weekly meetings (Construction Progress Meetings) with the contractor. Eight (8) meetings are included in this scope.
- J. Draft change orders as needed. Two (2) change orders are included in this scope.
- K. Review and recommend contractor's pay applications on a monthly basis. Three (3) pay application reviews are included in this scope.
- L. Perform materials testing in accordance with NDOT Materials Sampling Guide. The anticipated tests include:
  - 1. 1 Standard Proctor Test
  - 2. 10 Nuclear Gauge Compaction Tests
  - 3. 2 Concrete Tests (Slump, Air Content, Compressive Strength Cylinders)
- M. 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.
  - 1. Pavement Removals – Locate and paint the removals at desired locations on the removal plan.
  - 2. Silt Fence – Layout the silt fence at each angle point and at 100-foot intervals in tangent runs. (1,100 LF)
  - 3. Temporary Easement for Disturbance– Layout angle points and straight aways at 100-foot intervals along the Temporary Easement lines. (1,300 LF)
  - 4. Contractor Access – Layout both sides of the proposed contractor access at angle points and 100-foot intervals in tangent runs. (3,700 LF)
  - 5. Existing BNSF Easement - Layout angle points and straight aways at 100-foot intervals along the Existing BNSF Easement lines. (150 LF)
  - 6. Existing BNSF ROW - Layout angle points and straight aways at 100-foot intervals along the Existing BNSF ROW lines. (300 LF)
  - 7. City ROW - Layout angle points and straight aways at 100-foot intervals along the City ROW lines. (150 LF)
  - 8. Existing ROW - Layout angle points and straight aways at 100-foot intervals along the Existing ROW lines. (150 LF)
  - 9. Bore Pits – Layout the 4 corners of each bore pit along with desired offsets. (2 Total)
  - 10. Stockpiles – Layout the 4 corners of each stockpile along with desired offsets. (2 Total)

11. Concrete Pavement – Layout the 4 corners of pavement along with desired offsets. (1 area)
12. Centerline of Gravel – Layout the centerline of proposed gravel at 50-foot intervals. (140 LF)
13. Re-stake Fence Locations – Layout location of previous fence. (30 LF)
14. Water Main – Layout centerline of proposed water main along with desired offsets at 50-foot intervals with grade to flowline. (180 LF)
15. Ends of Casing – Layout both ends of Steel Casing with desired offsets. (90 LF)
16. Trips to site – This project was bid at 9 visits to site.

## 6. **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

## PART 2 – ADDITIONAL SERVICES

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

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



**Construction Engineering Services  
Worthman Blvd Water Main Phase III**

City of Seward  
Project Nos. 09336.001-D

BREAKDOWN OF COSTS

<b>PROJECT TASK &amp; PERSONNEL CLASSIFI</b>	<b>ESTIMATED HOURS</b>	<b>STANDARD RATE</b>	<b>ESTIMATED TOTAL</b>
<b>I. Preconstruction Phase</b>			
PRINCIPAL	4	\$300.00	\$1,200
SENIOR ENGINEER	8	\$205.00	\$1,640
PROJECT REPRESENTATIVE	10	\$120.00	\$1,200
FIELD TECHNICIAN II	0	\$95.00	\$0
RLS	0	\$165.00	\$0
CADD TECHNICIAN	0	\$135.00	\$0
2 MAN SURVEY CREW	0	\$200.00	\$0
ADMINISTRATIVE SUPPORT	0	\$90.00	\$0
		<b>TASK TOTAL</b>	<b>\$4,040</b>
<b>II. Construction Phase</b>			
PRINCIPAL	6	\$300.00	\$1,800
SENIOR ENGINEER	78	\$205.00	\$15,990
PROJECT REPRESENTATIVE	446	\$120.00	\$53,520
FIELD TECHNICIAN II	5	\$95.00	\$475
RLS	12	\$165.00	\$1,980
CADD TECHNICIAN	16	\$135.00	\$2,160
2 MAN SURVEY CREW	61	\$200.00	\$12,200
ADMINISTRATIVE SUPPORT	0	\$90.00	\$0
		<b>TASK TOTAL</b>	<b>\$88,125</b>
<b>III. Construction Closeout</b>			
PRINCIPAL	0	\$300.00	\$0
SENIOR ENGINEER	12	\$205.00	\$2,460
PROJECT REPRESENTATIVE	21	\$120.00	\$2,520
FIELD TECHNICIAN II	0	\$95.00	\$0
RLS	0	\$165.00	\$0
CADD TECHNICIAN	0	\$135.00	\$0
2 MAN SURVEY CREW	0	\$200.00	\$0
ADMINISTRATIVE SUPPORT	0	\$90.00	\$0
		<b>TASK TOTAL</b>	<b>\$4,980</b>

Continued Next Page

**IV. Project Management**

PRINCIPAL	2	\$300.00	\$600
SENIOR ENGINEER	6	\$205.00	\$1,230
PROJECT REPRESENTATIVE	0	\$120.00	\$0
FIELD TECHNICIAN II	0	\$95.00	\$0
RLS	0	\$165.00	\$0
CADD TECHNICIAN	0	\$135.00	\$0
2 MAN SURVEY CREW	0	\$200.00	\$0
ADMINISTRATIVE SUPPORT	0	\$90.00	\$0
		TASK TOTAL	\$1,830

**Sub-Total**

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**\$98,975****REIMBURSABLES**

	No.	Rate (\$)	
Plan Sets	4	\$20.00	\$ 80.00
Mileage	6250	\$ 0.725	\$ 4,531.25
Other			\$ -
Other			\$ -
<b>Sub-Total</b>			<b>\$ 4,531.25</b>

**TOTAL ESTIMATED FEE**

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**\$ 103,506.25**

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

## **Payments to Engineer for Services and Reimbursable Expenses**

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

### **ARTICLE 2 – OWNER’S RESPONSIBILITIES**

#### *C2.01 Compensation For Basic Services (other than Resident Project Representative and Post-Construction) – Standard Hourly Rates Method of Payment*

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative and Post-Construction Phase services, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultant’s charges, if any.
  2. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates included in Exhibit B.
  3. The total compensation for services under Paragraph C2.01 is estimated to be \$97,160.00
  4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
  5. The total estimated compensation for Engineer’s services included Paragraph C2.01.B.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer’s Consultant’s charges.
  6. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultant’s charges.
  7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

#### *C2.02 Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Exhibit B.

- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

### C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
  - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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

## **Insurance**

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2025

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

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

<b>PRODUCER</b> FNIC P.O. Box 45279 Omaha NE 68145-0279	<b>CONTACT NAME:</b> Deanne Beltz-Sund		
	<b>PHONE (A/C. No. Ext):</b> 402-861-7000	<b>FAX (A/C. No):</b>	
<b>E-MAIL ADDRESS:</b> deanne.beltz@fnicgroup.com			
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b> THE SCHEMME ASSOCIATES INC. 1044 NORTH 115TH STREET, SUITES 200 & 300 OMAHA NE 68154	<b>INSURER A:</b> Continental Casualty Co.		20443
	<b>INSURER B:</b> Continental Insurance Company		35289
	<b>INSURER C:</b> Valley Forge Insurance Co.		20508
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 1933032005

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6023928716	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6023928747	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6023928702	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6023928733	12/31/2025	12/31/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims-Made Basis Pollution Legal Liability			AEH288365469	12/31/2025	12/31/2026	Each Claim \$ 5,000,000 Aggregate \$ 5,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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

## **Dispute Resolution**

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

### *H6.09 Dispute Resolution*

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

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

## **Allocation of Risks**

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

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

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



6. Consideration of a Change Order (#1) with Vrba Construction to Reduce the Contract Price by \$19,913.44 and Extend the Agreement by 97 Calendar Days for the Worthman Boulevard Water Main Phase II Project - City Engineer Oneby

**CHANGE ORDER NO.: 1**

Owner: City of Seward  
 Engineer: The Schemmer Associates  
 Contractor: VRBA Construction  
 Project: Worthman Blvd Water Main Phase II  
 Contract Name: NA

Owner's Project No.: 010716.001  
 Engineer's Project No.: 010716.001  
 Contractor's Project No.:

Date Issued: 01/02/2026

Effective Date of Change Order:  
 Upon Full Execution Below

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

**Description:**

This change order incorporates work order #1 and #2 into the contract. Time extension for this additional work along with delays outside of contractor's control were determined to be 97 calendar days (see attached analysis).

**Attachments:**

NA

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>514,850.90</u>	Original Contract Times: Substantial Completion: <u>56 days or 8/1/25</u> Ready for final payment: <u>9/1/25</u>
Previous Change Orders: \$ <u>0</u>	Increase from previously approved Change Orders: Substantial Completion: <u>NA</u> Ready for final payment: <u>NA</u>
Contract Price prior to this Change Order: \$ <u>514,850.90</u>	Contract Times prior to this Change Order: Substantial Completion: <u>56 days or 8/1/25</u> Ready for final payment: <u>9/1/25</u>
Increase this Change Order: \$ <u>-19,913.44</u>	Increase this Change Order: Substantial Completion: <u>97 days or 11/6/25</u> Ready for final payment: <u>97 days or 12/7/25</u>
Contract Price incorporating this Change Order: \$ <u>494,937.46</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>97 days or 11/6/25</u> Ready for final payment: <u>97 days or 12/7/25</u>

Recommended by Engineer (if required)  
 By: Jonathan Goldie  
 Title: Project Manager  
 Date: 1/2/2026

Approved by Contractor:  
Viki Moore  
Operations Manager  
1/5/2026

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

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

### Time Extension Calculations

Original Substantial Completion	8/1/2025	
Actual Substantial Completion	11/24/2025	
Elapsed time	115	days
Proposed time extensions		
Offset adding two 90°elbows	3	days
Extra pipe length	2	days
Bac-T Testing	9	days
1st City-initiated delay	6	days
2nd City-initiated delay	73	days
NDWEE delay in PIS approval	4	days
Total proposed time extension	97	days
Original Substantial Completion	8/1/2025	
Allotted time extension	97	days
Proposed Substantial Completion for CO #1	11/6/2025	
Actual Substantial Completion	11/24/2025	
Time exceeding proposed contracted amount	18	days
1st City-initiated delay (inclusive)		
Start	8/21/2025	
End	8/26/2025	
Elapsed time	6	days
2nd City-initiated delay (inclusive)		
Start	8/29/2025	
End	11/9/2025	
Elapsed time	73	days
Bac-T Testing (inclusive)		
Start	11/12/2025	
End	11/20/2025	
Elapsed time	9	days
NDWEE delay in PIS Approval (inclusive)		
Start	11/21/2025	
End	11/24/2025	
Elapsed time	4	days

7. Consideration of an Ordinance to Revise the 'Street Superintendent' Title to 'Street Maintenance Director' and to Revise Part-Time Wellness Center Staff Pay Rates - City Clerk Bargmann

**ORDINANCE NO. 2026-1**

AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO UPDATE THE STREET SUPERINTENDENT TITLE; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR A DATE SUCH CLASSIFICATION AND PAY RANGES OF COMPENSATION SHALL BECOME EFFECTIVE; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. CLASSIFICATION, RANGES OF COMPENSATION. The classification of officers and employees of the City of Seward, Nebraska, pay grades and ranges of compensation for such classification are as follows:

**2025-2026 SALARY SCHEDULE PAY RANGE RATES**

<b>A. CLERICAL (HOURLY)</b>	<b>MIN</b>	<b>MAX</b>
Payroll Clerk	21.33	28.83
Utility Billing/Account Clerk	18.95	26.64
Administrative Assistant	18.34	25.84
Admin Assistant – Municipal Bldg	18.34	25.84
Library Assistant II	19.61	25.80
Library Assistant I	14.99	17.51
Library Clerk	12.12	15.11
Senior Center Manager	18.28	26.29
Clubhouse Bartender	15.91	19.10
Golf Shop Seasonal Employee	11.93	14.46
<b>B. LABOR &amp; TRADES (HOURLY)</b>	<b>MIN</b>	<b>MAX</b>
Civic Center Assistant	11.90	13.88
Custodian	15.41	22.95
Electric Line Crew Chief	46.43	57.83
Electric Journeyman Lineman	41.02	55.29
Electric Lineman	41.02	55.29
Intern/Seasonal Groundman	22.68	26.75
Meter Maintenance Utility Worker	20.98	27.58
Utilities Locator	20.34	38.05
Assistant Public Properties Director	25.22	31.78
Public Properties Maintenance Worker	17.99	26.58
Assistant Greenskeeper	17.99	26.58
Child Care Director	21.78	26.54
Before/After School Instructor	16.00	17.00
Child Watch Attendant	15.00	16.00
Facility Director	20.80	25.34
Group Exercise Instructor	15.00	15.00
Wellness Center Lifeguard	15.00	16.00
Wellness Center Lead Attendant	16.00	17.00

Wellness Center Attendant	15.00	16.00
Street Foreman	27.47	35.51
Street Maintenance Worker III	22.17	29.06
Street Maintenance Worker II	19.77	26.66
Street Maintenance Worker I	19.16	23.96
Burn Site Assistant	12.16	17.47
Recycling Center Worker	12.16	17.47
Facility Maintenance Supervisor	28.53	37.88
WW Treatment/Sanitary System Operator	23.75	31.59
Senior Utility Maintenance Worker II	26.15	35.16
Utility Maintenance Worker II	24.79	34.01
Utility Maintenance Worker I	22.50	29.98
Summer Seasonal Laborer	15.47	16.08
Pool Manager	16.57	19.23
Assistant Pool Manager	14.60	16.93
Swim Program Coordinator	14.29	16.51
Lifeguard	13.50	14.50
Pool Office/Concession Work	12.00	13.00
Water Safety Instructor	13.50	14.50
Water Safety Instructor Aide	8.00	9.00
<b>C. PUBLIC SAFETY (HOURLY)</b>	<b>MIN</b>	<b>MAX</b>
Police Sergeant	31.13	40.73
Police Officer II	29.89	36.47
Police Officer I	27.49	34.21
Administrative Secretary/Records Clerk	19.18	26.38
Community Service Officer	16.72	23.66
<b>D. SUPERVISORY, TECHNICAL &amp; ADMINISTRATIVE (MONTHLY)</b>	<b>MIN</b>	<b>MAX</b>
City Administrator	11,591	13,989
Chief of Police	7,937	9,816
City Engineer	7,243	9,656
Police Captain	6,955	8,256
Electric Superintendent	8,488	10,918
Public Properties Director	6,181	7,685
City Clerk/Human Resources Director	6,093	8,460
Water/Wastewater Director	5,860	8,707
Street <del>Superintendent</del> Maintenance Director	6,047	7,737
Finance Director/Treasurer	7,804	9,993
Library Director	5,360	6,650
Deputy Treasurer	5,148	6,295
Golf Course Superintendent	5,148	6,003
Building/Zoning/Code Enforcement Director	5,247	6,547
Executive Director of Wellness Center	5,148	6,003
Recreation Director	3,741	5,508
Golf Shop Manager	3,599	4,681
Assistant Library Director	3,591	4,854
Civic Center Manager	3,809	4,221

Section 2. LONGEVITY PAY. Each employee, who has completed their introductory period, will, for each year of service to the City, receive three dollars and forty-seven cents (\$3.47) per month if classified as exempt, or two cents (\$0.02) per hour if classified as non-exempt. This pay will be in addition to the established base pay in their classification as set forth in Section One of this ordinance.

Section 3. COMPENSATION PAYABLE BIWEEKLY. The compensation and salary fixed for the respective officers and employees of the City by this ordinance shall be paid biweekly.

Section 4. PART-TIME EMPLOYEES. Persons employed by the City on a part-time or occasional basis shall be paid on an hourly rate and at such time as shall be fixed by the Mayor and Council by motion.

Section 5. REPEAL. Any City of Seward ordinance, resolution, or employee handbook or part of any ordinance, resolution, or employee handbook of the City of Seward, Nebraska in conflict with this Ordinance is hereby repealed to the extent of such conflict.

Section 6. WHEN OPERATIVE. This ordinance shall be effective after its approval, passage and publication as required by law and the ordinances of the City.

Passed and approved this 20<sup>th</sup> day of January, 2026.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

\_\_\_\_\_  
Joshua Eickmeier, Mayor

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

(SEAL)



**Job Title:** Street Maintenance Director  
**Department:** Street  
**FLSA Status:** Exempt, Salaried, Full Time  
**Revised Date:** 1/20/26 (Council Approval)

### **Accountability**

Under the direction of City Administrator.

### **Job Summary**

Performs administrative and practical skills work in the planning, direction, supervision, maintenance, inspection, and improvement of the city streets, the City's recycling program, right-of-way trees, levee, City-wide snow removal, and the Seward Burn/Compost Site.

### **Essential Job Functions**

Plans, assigns, and supervises subordinate personnel involved in the operating and maintaining of city streets, the City's recycling program, right-of-way trees, levee, City-wide snow removal, and the Burn/Compost site; recruits, recommends, trains, coaches and evaluates staff in coordination with HR Director and Street Foreman; ensures subordinate personnel have necessary license or certificates to perform job duties. Develops, implements, and monitors safe work practices. Assists in developing, preparing, and administering the budgets for various departmental areas, including preparing cost estimates and justifications for budget recommendation; assists in the development of the one- and six-year street improvement plan and implementation; participates in the development and implementation of related capital improvement projects as well as capital improvements to existing facilities. Oversees, supervises, and participates in the following: development of operational and maintenance policies; construction, maintenance, and repair of streets, alleys, sidewalks, storm sewers/drainage structures, rights-of-way, dike and emergency flood pump station; planning, placement, review and maintenance of street signage; operation and maintenance of the recycling program, burn./compost site in accordance with State licensing; develops and implements preventive maintenance programs for equipment and facilities; procurement of equipment and supplies. Represents the City at various meetings, conferences, seminars, and classes; prepares reports for local, state and federal compliance as required.

### **Additional Duties and Responsibilities**

Regularly attends meetings of the Tree Board and prepares meeting materials as needed; attends City Council meetings when requested; at the request of Mayor, Council or City Administrator may prepare reports on department projects/activities; may assist or direct personnel to assist other departments as needed; works closely with the public in addressing concerns for all departmental functions.

### **Knowledge, Abilities and Skills**

Thorough knowledge of equipment, material, policies, practices, and regulations related to streets construction/maintenance, recycling, snow removal, arborist, and burn/compost site operations as per State licensing requirements. Advanced understanding of construction best practices as well as mitigating hazards applicable to the work of department personnel. Demonstrated ability to plan, schedule, instruct, supervise, and evaluate the work of others; participate and contribute to short- and long-term planning objectives; and to interpret and understand budgetary information, construction plans, or other technical information. Capability to inspect equipment to ensure that it is safe and in proper working condition. Good oral and written communication skills to effectively communicate on a daily basis with the public, employees, and other city departments; high degree of organization skills to effectively administer all functions of the department. Ability to work in adverse weather conditions; to lift a minimum of 50 lbs.; carries, pushes and pulls a variety of tools, equipment and materials; stands, walks, climbs, balances, stoops, kneels, reaches, bends, and works in a crouched position for extended periods of time; and ability to climb up onto and down from equipment. Ability to proficiently operate and instruct the use of various tools and equipment including but not limited to: two-way radio; light to heavy equipment--truck, tractor, motor grader, loader, scraper, dozer & roller, snowplow, street sweeper, dump truck, skid loader, backhoe; weed trimmer; and general power tools. Ability to work evenings/weekends as needed and to work irregular hours—up to 18-hour shifts—when completing snow removal or emergency response. Capability to operate a computer to create reports, process timesheet/leave requests, or complete other tasks assigned.

### **Education and Experience**

High school diploma or equivalent; Considerable experience—at least five (5) year's, including at least two (2) years in a supervisory role—equivalent to Foreman--of progressively responsible experience in street construction and maintenance and/or public works is desirable; or an associate's degree with major course work related to construction

and at least three (3) years of related work experience; at least two years of experience with various computer programs and functions is preferred; OR any equivalent combination of experience and training deemed to be sufficient for the position.

### **Special Requirements**

Possession of a valid driver's license and the ability to obtain a Class B Commercial Driver's License within first six (6) months from hire date. Possession of Nebraska Department of Agriculture Pesticide Applicator's License: Category 9, (Public Health) or ability to obtain within twelve (12) months from hire date. Licensure as a Street Superintendent by the State of Nebraska or ability to obtain is preferable. Must establish and maintain a residence within 30-minute response time to Street Department facility.

**Note:** *The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this classification. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This job description may be changed or updated at any time without notice.*



**Job Title:** Street ~~Superintendent~~Maintenance Director  
**Department:** ~~Public Works~~—Street  
**FLSA Status:** Exempt, Salaried, Full Time  
**Revised Date:** 12/~~17~~2/~~19~~25 (Council Approval)

## Accountability

Under the direction of City Administrator.

## Job Summary

Performs ~~supervisory and~~ administrative ~~and practical skills work in the planning, direction, supervision, maintenance, inspection, and improvement oversight and direction in planning and coordinating the operation and maintenance of~~ the ~~city Street streets Division, the City's Recycling recycling Center program, right-of-way trees, levee, City-wide snow removal, and the Seward Burn/Compost Site.~~

## Essential Job Functions

~~Plans, assigns, and Supervises supervises employeesubordinate personnel involved in the operating and maintaining of city streets, the City's recycling program, right-of-way trees, levee, City-wide snow removal, and the Burn/Compost site; recruits, recommends, trains, hiring and disciplinary actions; coaches and evaluates staff in coordination with HR Director and Street Foreman; ensures subordinate personnel have necessary license or certificates to perform job duties. provides training based on employee work performance; develops Develops, implements, and monitors safe work practices.; Assists in developing, prepares preparing, and manages administering the department budgets for various departmental areas, including preparing cost estimates and justifications for budget recommendation; assists in the development of the one- and six-year street improvement plan and implementation; participates in the development and implementation of related capital improvement projects as well as capital improvements to existing facilities, and expenditures; Oversees, supervises, and participates in the following: development of division operational and maintenance policies; construction, maintenance, and repair of streets, alleys, sidewalks, storm sewers/drainage structures, right-of-waysrights-of-way, dike and emergency flood pump station; planning, placement, review and maintenance of street signage; operation and maintenance of the recycling centerprogram, burn site and /compost site in accordance with State licensingfacilities; develops and implements preventive maintenance programs for equipment and facilities; directs procurement of equipment and supplies. Represents the City at various meetings, conferences, seminars, and classes.; prepares reports for local, state and federal compliance as required. ; regular and reliable attendance; other duties as assigned.~~

## Additional Duties and Responsibilities

~~Regularly Attends attends meetings of the Mayor and Tree Board and prepares meeting materials as needed; attends City Council meetings when requested.; departmental, staff and other meetings; at the request of Mayor, Council or prepares reports for City Administrator may prepare reports on department projects/activities; assists with general maintenance and upkeep of other City buildings and propertiesmay assist or direct personnel to assist other departments as needed; works closely with the public in addressing concerns for all divisionsdepartmental functions.~~

## Knowledge, Abilities and Skills

~~thorough Thorough knowledge of equipment, material, policies, practices, and regulations relative to streets construction/maintenance, recycling, snow removal, arborist, and burn site and /compost site maintenance and proper useoperations as per State licensing requirements. Advanced understanding of construction best practices as well as mitigating hazards applicable to the work of department personnel. Demonstrated ability to plan, schedule, instruct, supervise, and evaluate the work of employees others; participate and contribute to short- and long-term planning objectives; and to interpret and understand budgetary information, construction plans, or other technical information. Capability to inspect equipment to ensure that it is safe and in proper working condition. Good oral and written communication skills to effectively communicate on a daily basis with the public, employees, and other city departments; high degree of organization skills to effectively administer all functions of the department. City street construction and maintenance projects; general understanding of accounting, budget, and cost analysis process;; plan short and long-range projects; read, understand and explain engineering drawings related to streets, sidewalks, and storm sewers; Ability to work in adverse weather conditions; to lift a minimum of 50 lbs.; carrycarries, pushes and pulls a variety of tools, equipment and materials; stands, walks, climbs, balances, stoops, kneels, reaches, bends, and works in a crouched position for extended periods of time; and ability to climb up onto and down from equipment. Ability to proficiently operate and instruct the use of various tools and equipment including but not limited to: operate two-way radio; operate light to heavy equipment; operate truck, tractor, motor grader, loader, scraper, dozer & roller, snowplow, street sweeper, dump truck, skid loader, backhoe; operate a weed trimmer; and general power tools. for extended periods of time; Ability to work evenings/weekends as needed and to work irregular hours—up to 18-hour~~

shifts—when completing snow removal or emergency response. Capability to operate a computer to create reports, process timesheet/leave requests, or complete other tasks assigned using Microsoft Office software.

### **Education and Experience**

Graduation from high school diploma or equivalent; Considerable experience—at least five (5) year's, including at least two (2) years in a supervisory role—equivalent to Foreman--of progressively responsible experience in street construction and maintenance and/or public works, of which two (2) years include supervisory experience is desirable; or an associate's degree with major course work related to construction and at least three (3) years of related work experience; at least two years of experience with various computer programs and functions is preferred; OR any equivalent combination of experience and training deemed to be sufficient for the position.;

### **Special Requirements**

Possession of a valid driver's license and the ability to obtain a Class B Commercial Driver's License or ability to obtain within first six (6) months from hire date.; Possession of Nebraska Department of Agriculture Pesticide Applicator's License: Category 9, a valid EPA Pesticide License in Category (09) (Public Health) or ability to obtain within six twelve (612) months from hire date.; licensure as a Street Superintendent by the State of Nebraska or ability to obtain is preferable; Must establish and maintain a residence live within 30-30-minute response time to street-Street department-Department facility.

**Note:** *The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this classification. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This job description may be changed or updated at any time without notice.*



**Job Title:** Street Superintendent  
**Department:** Public Works – Street  
**FLSA Status:** Exempt, Salaried, Full Time  
**Revised Date:** 12/17/19 (Council Approval)

### **Accountability**

Under the direction of City Administrator.

### **Job Summary**

Performs supervisory and administrative oversight and direction in planning and coordinating the operation and maintenance of the Street Division, Recycling Center, Burn Site, and Compost Site.

### **Essential Job Functions**

Supervises employees; recommends hiring and disciplinary actions; evaluates, coaches and provides training based on employee work performance; develops safe work practices; prepares and manages department budget and expenditures; supervises and participates in the following: development of division operational and maintenance policies; construction, maintenance, and repair of streets, alleys, sidewalks, storm sewers/drainage structures, right-of-ways, dike and emergency flood pump station; planning, placement, review and maintenance of street signage; maintenance of recycling center, burn site and compost facilities; develops and implements preventive maintenance programs for equipment and facilities; prepares reports for local, state and federal compliance; regular and reliable attendance; other duties as assigned.

### **Additional Duties and Responsibilities**

Attends meetings of the Mayor and City Council, Tree Board, departmental, staff and other meetings; prepares reports for City Administrator on department projects/activities; directs procurement of equipment and supplies; assists with general maintenance and upkeep of other City buildings and properties; works closely with the public in addressing concerns for all divisions.

### **Knowledge, Abilities and Skills**

Good oral and written communication skills to effectively communicate on a daily basis with the public, employees, and other city departments; high degree of organization skills to effectively administer City street construction and maintenance projects; general understanding of accounting, budget, and cost analysis process; thorough knowledge of equipment, material, policies, practices, and regulations relative to streets, recycling, burn site and compost site maintenance and proper use; ability to: plan, schedule, instruct and supervise work of employees; plan short and long-range projects; read, understand and explain engineering drawings related to streets, sidewalks, and storm sewers; operate two-way radio; operate light to heavy equipment; operate truck, tractor, motor grader, loader, scraper, dozer & roller, snowplow, street sweeper; work in adverse weather conditions; lift, carry, push and pull a variety of tools, equipment and materials; stand, walk, climb, balance, stoop, kneel, reach, bend, and work in a crouched position for extended periods of time; operate a weed trimmer for extended periods of time; inspect equipment to insure that it is safe and in proper working condition; operate a computer using Microsoft Office software; available to work evenings and weekends.

### **Education and Experience**

Graduation from high school or equivalent; five (5) years of progressively responsible experience in street construction and maintenance and/or public works, of which two (2) years include supervisory experience; two years of experience with various computer programs and functions; any equivalent combination of experience and training; possession of a valid Class B Commercial Driver's License or ability to obtain within six (6) months from hire; a valid EPA Pesticide License in Category (09) Public Health or ability to obtain within six (6) months from hire; licensed as a Street Superintendent by the State of Nebraska or ability to obtain within twelve (12) months from hire; live within 30 minute response time to street department facility.

**Note:** *The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this classification. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This job description may be changed or updated at any time without notice.*

## **CITY ADMINISTRATOR'S REPORT**

## CITY ADMINISTRATORS REPORT – 1/20/2026

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 (seeding), design of 5<sup>th</sup> and Bradford/Roberts Drainage, Design of Lindell and Jackson Reconstruction, construction of Worthmann Blvd extension.
- Water Tower project underway. Working on cellular installations, electric connections, fiber connections and demolition planning for old tower.
- Check in meeting with Building and Zoning Staff.
- Met weekly with Jonathan Jank (SCCDP) to update on the status of economic development items.
- Held weekly Department Head Meetings.
- Finalize Easement item for wastewater service line for Senior Center, spoke with land owner, final draft of easement.
- Weekly review with City Engineer of Project Priorities.
- Follow up items with Wellness Center Staff (6 month report and financials, program expense reviews, building planning, capital loan closeout items, staffing, website updates).
- Assist the Mayor with a number of appointments to various boards and commissions.
- ALLO City facility installation coordination online meeting.
- Assisted with Letter of Intent for Civic Center Phase II Project for the Civic and Community Center Financing Fund Grant.
- Housing moving from 407 South Street planning for Thursday, January 15, 2026.
- Setup Department Head 3 month check in meetings with all department heads.
- Reviewed large print lease agreement options with Mattie.
- DARI Project Onsite weekly construction trailer meeting along with Building Inspector, City Engineer, Electric Superintendent, Street Superintendent, and Water/Wasterwater Director.
- Site visit with SCCDP and Tourism Board members to new Fairfield (Marriott) in York near I-80.
- Met with Councilmember Francescato regarding the SCCDP Revitalize and Thrive efforts, NPPD Training meeting, and conferences.
- Reviewed LB 840 application from Kach 133.
- Online meeting with Randy Chick (Hastings CRA) and Jonathan Jank to discuss TIF uses in Hastings.
- Met with local landowner about future economic development options.
- Met online with Lilly Teeple (Hastings Business Improvement District Director) and Jonathan Jank about BIDs in Hastings.
- Met with NPPD about planning for improvements and timeline for the NPPD 115 Substation.
- Met with Lana Daws regarding the 2026 Make-a-Wish Golf Tourney (June 26<sup>th</sup>).
- Reviewed initial applications for Golf Shop Manager.
- Reviewed comments and emails from Golf Membership about upcoming season and recommendations.
- Met with Norris Public Power regarding adoption of additional service areas along Highway 15 as we are currently serving some of these loads.
- Met with Golf Team (Bob Core, Dan Kahler, Derek Bargmann) about upcoming season, tourney events, club house updates, and the search for a new Golf Shop Manager.
- Took one (1) day vacation.

### Police Department

- Suicide Prevention Coalition meeting Tuesday
- Region V Opioid Fund Steering Committee
- Command Staff meeting Wednesday
- Christmas Festival meeting Friday at 6:30pm

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

- Continue to work in FEMA portal for August storm
- Notice of Interest for Phase II of Pump Station working with Greg to complete
- CCCFF for Civic Center Letter or Intent by 1-15
- Begin discussions with Jamie for Summer '26 hiring
- Wellness Center Facility Director decision early this week
- Golf Shop Manager first review is 1-15
- Intern/Seasonal Groundman – Jared/Brook collecting applications

**Water/Wastewater Department**

- Biosolids Report Due 2-19-2026
- Pump 1 VFD issue at 2<sup>nd</sup> street lift station
- WWTF Design Check in meeting with SHE
- NeWarn meeting Wednesday
- Train C E-Stop issue continues, investigating with Jetco and Olsson
- Gade Farms to haul biosolids first part of the week
- Clarifier Cleaning

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

- Library boiler inspection Monday
- Accident report meeting Wednesday
- Taking out trees and hangers from golf course and cemetery
- Paint trash barrels

**Civic Center**

- Tectum for West walls not yet delivered
- Carpet installers are coming today to repair lifting carpet on ramp
- Met with Mark Kolterman to review Bridges finance items for Commission meeting

**Electric Department**

- Substation monthly inspections
- Trim Trees
- Meter reading
- Parker Baby temporary service
- House move on Thursday

**Street Department**

- Stump removal, clean out and fill
- Tree Board meeting Tuesday
- House move Thursday

**Library**

- Boiler inspection on Monday
- Seward Library Foundation meeting
- NLA Zoom meeting
- Christmas Committee Thank You/Planning 2026 meeting Friday

**Building Inspection/Planning Department**

- Planning Commission – Benson Minor Plat
- Plan Reviews – Hughes Bros, add dust collection to beam plant offices

- St Johns Addition – Sampson got approval to bid construction, meet with Jake on flow lines and portables this week
- Horseshoe Bldg. – Begins Tuesday 7am, can Water Dept open the gate? Does the city want to save the roof tin (screw holes every 2ft). Cleary will have a dumpster there and the telehandler will arrive on Wednesday. Job should only take 3 weeks, weather permitting
- Chad Withers – House move has been scheduled for Thursday January 15th. 9:30 – 10 am they will be on the highway heading east. House jacking is to begin today, need sidewalk closing barricades, Jared cleared Allo and Next Link, working to clear Spectrum and Windstream, 1 light pole needs to come down. Street and Rec Depts will help with street closures and traffic

### **Engineering**

- Worthman Blvd Extension – curb inlets, Cul-de-sac, Plum Creek Seed driveway
- Rail Campus Watermain Extension Phase III – Award, construction services agreement
- WWTP Upgrade – update metering manhole bid documents, temporary treatment options, memo on DARI loadings
- DARI LLC –metering manhole quote, Rev 12 site civil drawing edits (MH #2), stormwater outfall (riprap), Section 404 permit.
- Seward Recycling Center – cost estimate for alternatives
- 500k Water Tower –disinfection procedure, T-Mobile AT&T eqpt relocation, SRF loan
- Plum Creek Bridge – bid letting delayed, tree removal before migratory bird restriction
- East Hillcrest Drive – amendment, prepare R.O.W and easement docs
- Rail Campus Watermain Extension Phase II – Change Order No. 1, liquidated damages, closeout
- GIS Upgrade –sanitary sewer

### **Finance Department**

- Payroll year end items
- Balance December financials
- Review cash flow issue
- State form 10 submitted

### **Seward Wellness Center**

- Site visit from Wahoo
- Swimming Lessons start back up

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

1. Strategy Session with City Attorney for Real Estate Negotiations - City Attorney Hoffschneider

**MOTION TO ADJOURN**

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

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

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Derek Bargmann, City Clerk

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Date