



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

Tuesday, May 26, 2026

7:00 PM

Municipal Building Council Chambers

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, May 26, 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

OPEN Property Maintenance Code Violation Report

					5/15/2026
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2026					
1669 Eastridge Ave	Nuisance and rodent issue		Jane Allenback	In person	CSO Arena made contact. After review of the property Arena made contact with Aging Services and TASC for assistance in cleaning up the property. Arena is expecting a follow up report and progress time line for clean up no later than Friday 4/17
320 Lincoln St Apt 6	Egress Window	4/9/2026	SVP Properties 6830 Marcus Rd Lincoln NE 68516	Certified Mail	Tenant stated their bedroom window is no longer operable. 3-5-2026 Dworak and Officer Garcia met with the tenant to inspect the window. The window as not operable and was nailed shut. Letters are going out the week of 3-9-2026 to the SVP Properties (owner) and Arrow Capital (property management).
709 S Columbia Ave	Storm damaged accessory garage	4/6/2026	Arnold Wied	In Person	The Family decided to no longer have Gary Rolf help with the removal. A letter was sent on Friday 3-6-2026 informing the current owner it needs to be fixed or removed. Gary Rolf with help from the family has organized a group of individuals to remove the building and clean the site.No permit has been issued and no date has been set for the demolition.
430 N 2nd	Dead Tree	1/26/2026	Gerwick Trustee	Phone Call	Tree was removed by Witt 360. Property owner called and informed us Witt 360 will take the tree down the week of 1-26-2026.

CURRENT YEAR: April 2026

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	7	\$ 21,271.45	\$ 2,889,155.91
REMODEL/ADDIT.	9	\$ 3,024.30	\$ 929,821.46
ACCESSORY	13	\$ 702.67	\$ 109,866.00
RELOCATE	1	\$ 50.00	\$ 43,400.00
ELECTRIC			
PLUMBING	12	\$ 925.00	
MECHANICAL	10	\$ 1,915.00	
SEWER TAP	8	\$ 1,750.00	
TEMP. WATER	7	\$ 840.00	
WATER TAP	8	\$ 5,866.00	
TEMP. ELEC.	6	\$ 300.00	
ELECTRIC SER.	8	\$ 1,000.00	
TOTALS	89	\$ 37,644.42	\$ 3,972,243.37

LAST YEAR: April 2025

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

YEAR TO DATE January to December 2026

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	14	\$ 37,909.06	\$ 5,518,550.49
REMODEL/ADDIT.	35	\$ 6,300.64	\$ 1,671,556.04
ACCESSORY	34	\$ 1,916.05	\$ 370,406.61
RELOCATE	10	\$ 807.00	\$ 265,733.66
ELECTRIC		\$ -	\$ -
PLUMBING	33	\$ 2,955.00	\$ -
MECHANICAL	27	\$ 3,285.00	\$ -
SEWER TAP	15	\$ 3,300.00	\$ -
TEMP. WATER	13	\$ 1,560.00	\$ -
WATER TAP	15	\$ 11,732.00	\$ -
TEMP. ELEC.	12	\$ 600.00	\$ -
ELECTRIC SER.	15	\$ 2,400.00	\$ -
TOTALS	223	\$ 72,764.75	\$ 7,826,246.80

YEAR TO DATE January to December 2025

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

2. City Treasurer Report

Pledges By Pledgee And Maturity

BBA

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 4/30/2026

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
COMM: COMMERCE BANK	148006EZ8	AFS	CASS CO SD #1 NE 26 12/15/26		2.35		200,000.00 100.00%	200,000.00	200,000.00	197,370.00
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	221,832.00
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	130,972.80
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	224,001.60
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	172,348.75
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	139,024.50
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	150,199.65
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	68,199.75
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	141,600.00
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	250,017.50
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	300,165.00
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	220,735.50
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	197,238.00

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 4/30/2026

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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	80378TEW8	AFS	SARPY SID #257-REF NE 33 10/15/33		3.85		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	241,010.00
COMM: COMMERCE BANK	698864HR9	AFS	PAPILLION MUNI FACS NE 33 12/15/33		3.00	Aa1	175,000.00 100.00%	175,000.00	175,000.00	175,000.00	170,359.00
COMM: COMMERCE BANK	818468BN9	AFS	SEWARD-REF NE 33 12/15/33		2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	400,000.00	376,152.00
COMM: COMMERCE BANK	943776KA1	AFS	WAVERLY NE 34 06/01/34		2.95		335,000.00 100.00%	335,000.00	335,000.00	335,000.00	296,290.75
COMM: COMMERCE BANK	840372SX5	AFS	SOUTH SIOUX CITY-REF NE 36 08/01/36		2.20		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	183,984.00
COMM: COMMERCE BANK	25929PDW6	AFS	DOUGLAS SID #491-REF NE 36 09/15/36		2.60		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	166,658.00
COMM: COMMERCE BANK	80378EDN2	AFS	SARPY SID #263-REF NE 36 09/15/36		3.80		260,000.00 100.00%	260,000.00	260,000.00	260,000.00	250,166.80
COMM: COMMERCE BANK	98676TCF8	AFS	YORK NE-B-REF NE 36 10/01/36		1.85		200,000.00 100.00%	200,000.00	200,000.00	199,062.71	149,620.00
COMM: COMMERCE BANK	23087RHC5	AFS	CUMING CO-B-REF NE 36 12/15/36		2.00		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	209,292.50
COMM: COMMERCE BANK	68905WFK3	AFS	OTOE CO NE SD #501-B NE 36 12/15/36		1.70	Aa2	200,000.00 100.00%	200,000.00	200,000.00	200,000.00	157,518.00
COMM: COMMERCE BANK	803787DT4	AFS	SARPY CO SD#46 NE 36 12/15/36		2.00	AA-	200,000.00 100.00%	200,000.00	200,000.00	200,072.98	163,536.00
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	320,000.00	291,782.40
COMM: COMMERCE BANK	80377XCV4	AFS	SARPY CO SID #190-REF NE 37 10/15/37		4.00		205,000.00 100.00%	205,000.00	205,000.00	205,000.00	197,144.40

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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As Of 4/30/2026

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	25929RCY9	AFS	DOUGLAS CO SID #485 NE 38 05/15/38		2.65		200,000.00 100.00%	200,000.00	200,000.00	154,776.00
COMM: COMMERCE BANK	25933VBY5	AFS	DOUGLAS CO SANTN 559 NE 38 06/15/38		4.10		165,000.00 100.00%	165,000.00	165,000.00	157,893.45
COMM: COMMERCE BANK	25932EDK2	AFS	DOUGLAS CO SID #438 NE 38 08/15/38		4.20		250,000.00 100.00%	250,000.00	250,000.00	250,242.50
COMM: COMMERCE BANK	80373RDR9	AFS	SARPY CO DT #220-REF NE 38 08/15/38		4.05		170,000.00 100.00%	170,000.00	170,000.00	168,621.30
COMM: COMMERCE BANK	80387LAP3	AFS	SARPY CO SAN & IMP DT NE 38 08/15/38		2.75		290,000.00 100.00%	290,000.00	290,000.00	225,161.80
COMM: COMMERCE BANK	72778PCU5	AFS	PLATTE CO SD #5 NE 38 12/15/38		2.00	AA-	200,000.00 100.00%	200,000.00	200,000.00	153,998.00
COMM: COMMERCE BANK	80379KDH0	AFS	SARPY CO SID #272-REF NE 38 12/15/38		4.40		215,000.00 100.00%	215,000.00	215,000.00	210,912.85
COMM: COMMERCE BANK	25934MCK3	AFS	DOUGLAS SID #531-REF NE 39 01/15/39		4.35		200,000.00 100.00%	200,000.00	200,000.00	194,908.00
COMM: COMMERCE BANK	25936ECH6	AFS	DOUGLAS CO SID #561 NE 39 01/15/39		4.35		180,000.00 100.00%	180,000.00	180,000.00	175,417.20
COMM: COMMERCE BANK	25930BEE3	AFS	DOUGLAS CO SID #504 NE 39 08/15/39		3.40		215,000.00 100.00%	215,000.00	215,000.00	195,316.75
COMM: COMMERCE BANK	25931EGP9	AFS	DOUGLAS CO SAN #503 NE 39 08/15/39		2.65		225,000.00 100.00%	225,000.00	225,000.00	170,403.75
COMM: COMMERCE BANK	80373XBC1	AFS	SARPY CO SAN & IMP NT NE 39 08/15/39		2.60		200,000.00 100.00%	200,000.00	200,000.00	149,908.00
COMM: COMMERCE BANK	80373YDV5	AFS	SARPY CO SID#158-REF NE 39 08/15/39		2.95		190,000.00 100.00%	190,000.00	190,000.00	183,034.60

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.
4/24/2026 3:19 PM - BLA / JNBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 4/30/2026

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Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Maturity	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value	
							Original Face	Par		
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	145,924.30
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	175,001.75
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	127,249.50
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	179,732.40
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	206,572.80
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	167,136.00
COMM: COMMERCE BANK	25938EDY8	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	200,003.80
COMM: COMMERCE BANK	25939LDA1	AFS	DOUGLAS CO SID #567 NE 41 07/15/41	2.75		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	136,914.00
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	146,942.00
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	184,719.45
COMM: COMMERCE BANK	80387LAS7	AFS	SARPY CO SAN & IMP DT NE 41 08/15/41	2.90		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	147,976.00
COMM: COMMERCE BANK	25938MDE2	AFS	DOUGLAS CO SAN & IMPT NE 41 09/01/41	2.80		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	146,346.00
COMM: COMMERCE BANK	25933EFW3	AFS	DOUGLAS CO NE SAN-B NE 41 09/15/41	2.85		235,000.00 100.00%	235,000.00	235,000.00	235,000.00	172,433.60

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Pledges By Pledgee And Maturity



Jones Bank - Seward, NE

Pledged To: CITY TREASURER

As Of 4/30/2026

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	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	143,744.00
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	194,891.51	151,194.00
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	252,654.43	252,654.43	249,030.00
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	212,495.00
COMM: COMMERCE BANK	25940KAS4	AFS	SID DOUGLAS #596-REF NE 41 12/15/41		2.75		275,000.00 100.00%	275,000.00	275,000.00	275,000.00	199,410.75
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	183,887.50
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	188,297.00
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	241,787.50
COMM: COMMERCE BANK	25929MEM4	AFS	DOUGLAS CO SID #405-R NE 42 11/15/42		3.55		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	200,990.00
COMM: COMMERCE BANK	006058DK4	AFS	ADAMS CO NE 42 12/15/42		4.00	AA-	300,000.00 100.00%	300,000.00	303,082.32	303,082.32	300,108.00
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	189,924.00
COMM: COMMERCE BANK	3132DMPY5	AFS	FRLMC 30YR 03/01/50		SD0439 3.50		1,000,000.00 100.00%	1,000,000.00	485,164.10	527,612.28	448,902.94
64 Securities Pledged To: 1010 - CITY TREASURER								14,725,000.00	14,210,164.10	14,252,376.23	12,504,535.39

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

**Pledged Securities Detail
April 30, 2026**

**H231
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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Ticket-#	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			
PLEDGE: CITY OF SEWARD (02)												
GMO	3137AWU78	1.250	185157011-1		12/15/2027	1,500,000.00	1,500,000.00	262.23	262.23	261.07		261.07
FHR	FHR 4145 AC				12/1/2012							261.34
D02/02					AFS	262.23	100.00%	262.21	262.21	0.27		
GNMA	36176W2B6	4.000	185168920-1		12/15/2026	560,000.00	560,000.00	1,909.09	1,909.09	1,907.68		1,907.68
GNMA	GNMA POOL 778670				12/1/2011							1,914.04
D02/02					AFS	1,909.09	100.00%	1,916.36	1,916.36	6.36		
MBS	3128CUV29	2.500	177020851-1		2/1/2033							
FGLM	FHLMC POOL G30633				2/1/2013	1,000,000.00	1,000,000.00	111,074.21	111,074.21	107,462.11		107,462.11
D02/02					AFS	111,074.21	100.00%	114,694.68	114,694.68	231.40		107,693.51
MBS	3128MDW74	3.500	177039340-1		12/1/2028							
FGLM	FHLMC POOL G14970				12/1/2013	1,450,000.00	1,450,000.00	56,348.78	56,348.78	56,022.82		56,022.82
D02/02					AFS	56,348.78	100.00%	57,494.39	57,494.39	164.35		56,187.17
MBS	3128QOGL5	4.000	185147609-1		5/1/2027							
FGLM	FHLMC POOL J19203				5/1/2012	425,000.00	425,000.00	2,590.43	2,590.43	2,583.98		2,583.98
D02/02					AFS	2,590.43	100.00%	2,608.81	2,608.81	8.63		2,592.61
MBS	31329KRS5	3.000	177051131-1		4/1/2033							
FGLM	FHLMC POOL ZA2297				9/1/2018	1,000,000.00	1,000,000.00	112,105.05	112,105.05	108,134.95		108,134.95
D02/02					AFS	112,105.05	100.00%	108,375.44	108,375.44	280.26		108,415.21
MBS	3132A8S34	2.500	177051143-1		1/1/2031							
FGLM	FHLMC POOL ZS7738				9/1/2018	860,000.00	860,000.00	90,737.60	90,737.60	88,036.21		88,036.21
D02/02					AFS	90,737.60	100.00%	88,117.70	88,117.70	189.04		88,225.25
MBS	3138AMK38	4.500	185159473-1		7/1/2026							
FNMA	FNMA POOL A7513				7/1/2011	500,000.00	500,000.00	548.56	548.56	547.50		547.50
D02/02					AFS	548.56	100.00%	549.16	549.16	2.06		549.56
MBS	3138EJLQ9	4.000	185159924-1		7/1/2027							
FNMA	FNMA POOL AL2134				7/1/2012	443,000.00	443,000.00	2,736.94	2,736.94	2,717.18		2,717.18
D02/02					AFS	2,736.94	100.00%	2,756.26	2,756.26	9.12		2,726.30
MBS	3138EKR9M9	3.500	185160071-1		2/1/2028							
FNMA	FNMA POOL AL3191				2/1/2013	500,000.00	500,000.00	4,341.41	4,341.41	4,296.59		4,296.59
D02/02					AFS	4,341.41	100.00%	4,381.93	4,381.93	12.66		4,309.25

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

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

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			Market Value Collateral Value
										Par Value	Book Value	Carrying Value Interest Rec	
MBS FNMA D02/02	3138EXXJ9 FNMA POOL AL3380		5.500		177039338-1		1/1/2034 3/1/2013 AFS	2,000,000.00 120,265.74	2,000,000.00 100.00%	120,265.74 129,487.19	122,673.36 551.22	122,673.36 123,224.58	
MBS FNMA D02/02	3138ELYF4 FNMA POOL AL4309		4.000		185160221-1		10/1/2028 10/1/2013 AFS	1,000,000.00 9,625.62	1,000,000.00 100.00%	9,625.62 9,750.07	9,600.23 32.09	9,600.23 9,632.32	
MBS FNMA D02/02	3138EMCY5 FNMA POOL AL4586		4.000		185160242-1		2/1/2027 12/1/2013 AFS	575,000.00 273.85	575,000.00 100.00%	273.85 275.26	273.05 0.91	273.05 273.96	
MBS FNMA D02/02	3138EMPD7 FNMA POOL AL4919		3.500		184006560-1		3/1/2029 2/1/2014 AFS	2,000,000.00 76,575.78	631,641.94 31.58%	24,184.24 24,700.91	24,077.15 70.54	24,077.15 24,147.69	
MBS FNMA D02/02	3138EQ5H1 FNMA POOL AL8047		3.500		176002956-1		11/1/2030 1/1/2016 AFS	1,050,000.00 92,258.15	1,050,000.00 100.00%	92,258.15 95,328.41	89,420.74 269.09	89,420.74 89,689.83	
MBS FNMA D02/02	3138WUJ82 FNMA POOL AS4206		3.000		178000698-1		1/1/2030 12/1/2014 AFS	1,160,000.00 56,428.76	1,160,000.00 100.00%	56,428.76 57,675.85	55,336.61 141.07	55,336.61 55,477.68	
MBS FNMA D02/02	3140FBGJ3 FNMA POOL BD3800		2.000		177051139-1		7/1/2031 7/1/2016 AFS	1,375,000.00 170,567.72	1,375,000.00 100.00%	170,567.72 164,798.52	162,801.25 284.28	162,801.25 163,085.53	
MBS FNMA D02/02	3140J5EA3 FNMA POOL BM1028		2.500		177039342-1		12/1/2029 3/1/2017 AFS	1,750,000.00 100,575.25	1,750,000.00 100.00%	100,575.25 101,820.36	98,432.11 209.53	98,432.11 98,641.64	
MBS FNMA D02/02	3140J5EA3 FNMA POOL BM1028		2.500		185164038-1		12/1/2029 3/1/2017 AFS	300,000.00 17,241.47	300,000.00 100.00%	17,241.47 17,270.39	16,874.07 35.92	16,874.07 16,909.99	
MBS FNMA D02/02	31418AAC2 FNMA POOL MA0902		3.000		185165786-1		11/1/2026 10/1/2011 AFS	1,000,000.00 2,205.46	1,000,000.00 100.00%	2,205.46 2,207.82	2,192.08 5.51	2,192.08 2,197.59	
MBS FNMA D02/02	31418AKN7 FNMA POOL MA1200		3.000		177011537-1		10/1/2032 9/1/2012 AFS	800,000.00 63,395.55	800,000.00 100.00%	63,395.55 65,497.22	60,984.29 158.49	60,984.29 61,142.78	

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Cattle Bank & Trust (052)
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Report Sequence: sgrp, CUSIP, Ticket

SGrp STYP Loc/PI	CUSIP Description S&P	Rate	Ticket-#	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
								Book Value	Par Value		
MBS	31418AVK1	3.000	177039341-1		7/1/2028	1,000,000.00	1,000,000.00	34,894.03	34,894.03	34,522.95	34,522.95
FNMA	FNMA POOL MA1517				6/1/2013	34,894.03	100.00%	35,238.19	87.24	87.24	34,610.19
D02/02					AFS						
MBS	31418B5R3	4.000	177020853-1		6/1/2036	410,000.00	410,000.00	63,384.54	61,348.63	61,348.63	61,348.63
FNMA	FNMA POOL MA2655				5/1/2016	63,384.54	100.00%	66,699.05	211.28	211.28	61,559.91
D02/02					AFS						
MBS	31418DRM6	2.000	177046216-1		8/1/2030	610,000.00	610,000.00	118,934.44	114,639.67	114,639.67	114,639.67
FNMA	FNMA POOL MA4091				7/1/2020	118,934.44	100.00%	116,720.65	198.22	198.22	114,837.89
D02/02					AFS						
MBS	31418EA83	1.500	177048016-1		2/1/2032	179,142.00	167,163.35	76,375.12	71,888.10	71,888.10	71,888.10
FNMA	FNMA POOL MA4530				1/1/2022	81,848.03	93.31%	73,637.51	95.47	95.47	71,983.57
D02/02					AFS						
MUNI	25887CAZ1	2.250	177039343-1	Cont	1/1/2034	120,000.00	120,000.00	120,000.00	101,018.04	101,018.04	101,018.04
GO	DOUGLAS CNTY NEB S&I #540			1/1/2027	1/5/2022	120,000.00	100.00%	120,000.00	900.00	900.00	101,918.04
D02/02				100.000	AFS						
MUNI	259290EB6	3.100	185142828-1	Contin	8/15/2030	150,000.00	150,000.00	150,000.00	143,456.18	143,456.18	143,456.18
GO	DOUGLAS CNTY NE SAN & IMPT DIS			5/1/2026	6/15/2016	150,000.00	100.00%	150,000.00	981.67	981.67	144,437.85
D02/02				100.000	AFS						
MUNI	259305DT4	2.500	178003667-1	Cont	3/1/2036	150,000.00	150,000.00	150,000.00	122,709.60	122,709.60	122,709.60
GO	DOUGLAS CNTY NEB S&I #499			3/1/2027	3/1/2022	150,000.00	100.00%	150,000.00	625.00	625.00	123,334.60
D02/02				100.000	AFS						
MUNI	25930TBJ6	2.900	184003054-1	Cont	11/15/2036	50,000.00	50,000.00	50,000.00	50,003.75	50,003.75	50,003.75
GO	DOUGLAS CNTY NEB SANI & #421			5/1/2026	5/19/2020	50,000.00	100.00%	50,000.00	668.61	668.61	50,672.36
D02/02				100.000	AFS						
MUNI	25931BEG7	2.750	184010678-1	Cont	5/1/2035	175,000.00	175,000.00	175,000.00	147,476.09	147,476.09	147,476.09
GO	DOUGLAS CNTY NEB SAN & IMPT DI			5/1/2026	5/3/2021	175,000.00	100.00%	175,000.00	2,406.25	2,406.25	149,882.34
D02/02				100.000	AFS						
MUNI	25931LCN2	2.700	185142862-1	Contin	11/15/2028	170,000.00	170,000.00	170,000.00	164,759.70	164,759.70	164,759.70
GO	DOUGLAS CNTY NE SAN & IMPT			5/1/2026	11/15/2016	170,000.00	100.00%	170,000.00	2,116.50	2,116.50	166,876.20
D02/02				100.000	AFS						
MUNI	25931VBN1	3.500	185142866-1	Contin	8/15/2032	50,000.00	50,000.00	50,000.00	47,451.39	47,451.39	47,451.39
GO	DOUGLAS CNTY NE SAN & IMPT			5/1/2026	7/27/2017	50,000.00	100.00%	50,000.00	389.44	389.44	47,820.83
D02/02				100.000	AFS						

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

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Pledge Values			Market Value Collateral Value
								Total Face Total Par	Pledged Face % of Total	Par Value Book Value	
MUNI GO D02/02	25931VCF7 DOUGLAS CNTY NEB SAN #471	2.350		NE	177020849-1	Cont 5/1/2026 100.000	8/15/2035 2/19/2021 AFS	100,000.00 100,000.00	100.00% 100.00%	100,000.00 100,000.00	88,432.98 496.11 88,929.09
MUNI GO D02/02	25933BEB6 DOUGLAS CNTY NEB SAN & IMPT DI	3.000		NE	184003099-1	Cont 5/1/2026 100.000	11/15/2035 5/19/2020 AFS	150,000.00 150,000.00	100.00% 100.00%	150,000.00 150,000.00	145,605.28 2,075.00 147,680.28
MUNI GO D02/02	25936RBY1 DOUGLAS CNTY NEB S&I #537	2.400		NE	177039345-1	Cont 1/15/2027 100.000	1/15/2039 1/21/2022 AFS	150,000.00 150,000.00	100.00% 100.00%	150,000.00 150,000.00	110,390.07 1,060.00 111,450.07
MUNI GO D02/02	25940TAX4 DOUGLAS CNTY NEB S&I #605	4.800		NE	177081763-1	Cont 12/15/2030 100.000	12/15/2041 12/18/2025 AFS	305,000.00 305,000.00	100.00% 100.00%	305,000.00 305,000.00	307,343.97 5,408.67 312,752.64
MUNI REV D02/02	373807CE4 GERING NEB COMBINED UTILS REV	1.850		NE	184010461-1	Cont 5/1/2026 100.000	12/15/2035 4/29/2021 AFS	100,000.00 100,000.00	100.00% 100.00%	100,000.00 100,000.00	76,585.01 698.89 77,283.90
MUNI REV D02/02	57973FDD8 MCCOOK NE PUBLIC PWR DIST	3.150		NE	185181069-1	Cont 5/1/2026 100.000	12/15/2030 6/9/2017 AFS	100,000.00 100,000.00	100.00% 100.00%	100,000.00 100,000.00	95,304.15 1,190.00 96,494.15
MUNI GO D02/02	80373YER3 SARPY CNTY NEB S&I #158	2.800		NE	182012079-1	Cont 4/15/2027 100.000	10/15/2035 4/19/2022 AFS	150,000.00 150,000.00	100.00% 100.00%	150,000.00 150,000.00	129,128.46 186.67 129,315.13
MUNI GO D02/02	80377BK18 SARPY CNTY NEB S&I DIST #264	2.350		NE	184010680-1	Cont 5/3/2026 100.000	8/15/2034 5/3/2021 AFS	180,000.00 180,000.00	100.00% 100.00%	180,000.00 180,000.00	149,871.41 893.00 150,764.41
MUNI GO D02/02	80377TBE2 SARPY CNTY NE SAN & IMPT DIST	2.800		NE	185187220-1	Cont 5/1/2026 100.000	11/15/2028 11/15/2016 AFS	85,000.00 85,000.00	85.00% 100.00%	85,000.00 85,000.00	82,636.32 1,097.44 83,733.76
MUNI GO D02/02	80377TBF9 SARPY CNTY NE SAN & IMPT DIST	2.900		NE	185187221-1	Cont 5/1/2026 100.000	11/15/2029 11/15/2016 AFS	85,000.00 85,000.00	85.00% 100.00%	85,000.00 85,000.00	81,639.64 1,136.64 82,776.28
MUNI GO D02/02	80378TEW8 SARPY CNTY NE SAN & IMPT DIST	3.850		NE	185187230-1	Cont 5/1/2026 100.000	10/15/2033 4/15/2018 AFS	85,000.00 85,000.00	85.00% 100.00%	85,000.00 85,000.00	81,949.24 145.44 82,094.68

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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		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value Book Value	Par Value Book Value		
MUNI	80379KEN6		2.300	NE	177018881-1	Cont. 5/1/2026 100.000	12/15/2034 1/1/2021 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	40,982.79 434.44	40,982.79 41,417.23	
GO	SARPY CNTY NEB SAN & IMPT #272												
D02/02													
MUNI	818483FG9		2.450	NE	185187557-1	Contin 5/1/2026 100.000	2/15/2028 6/15/2016 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	145,709.32 775.83	145,709.32 146,485.15	
REV	SEWARD NE ELEC REV												
D02/02													
MUNI	886094CD1		2.500	NE	184003102-1	Cont 5/1/2026 100.000	12/15/2035 5/28/2020 AFS	200,000.00 200,000.00	200,000.00 100.00%	200,000.00 198,000.88	163,823.00 1,888.89	163,823.00 165,711.89	
GO	THURSTON CNTY NEB												
D02/02													
TAX	534239FX1		3.000	NE	177045043-1		7/15/2026 8/20/2020 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 99,963.63	99,822.74 883.33	99,822.74 100,706.07	
TAXGO	LINCOLN NEB												
D02/02	AAA												
CITY OF SEWARD									24,921,805.29	4,188,264.23 4,195,228.85	3,873,133.51 29,692.83	3,873,133.51 3,902,826.33	

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TREASURER'S REPORT	MONTH OF: April-26					
VARIANCE AT: 58%						
DEPARTMENT	REVENUE BUDGET	CURRENT YTD REVENUE	VARIANCE	UNRECEIPTED BALANCE	PREVIOUS YTD REVENUE	DIFFERENCE B/W BUDGET YEARS
ELECTRIC	15,942,270	8,276,916	52%	7,665,354	7,149,206	1,127,710
ELEC BOND PYMT						
WATER	7,839,800	1,546,883	20%	6,292,917	1,284,219	262,664
WATER BOND PYMTS						
WATER SINKING FUND	20,000	- 0 -	0%	20,000	- 0 -	- 0 -
WASTEWATER TREATMENT	25,388,514	1,783,980	7%	23,604,534	1,711,199	72,781
WWTW BOND PYMT						
WWTW SINKING FUND	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
TOTAL BUSINESS-TYPE FUNDS	49,190,583	11,607,779	24%	37,582,804	10,144,625	1,463,154
GENERAL REVENUES	5,509,483	2,499,905	45%	3,009,578	2,328,028	171,877
POLICE	6,800	2,206	32%	4,594	1,917	290
E911	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
POLICE EQUITABLE SHARING	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
STREET	4,967,561	839,048	17%	4,128,513	962,620	(123,571)
STREET STP FUNDS	197,407	197,406	100%	1	190,433	6,973
DEBT SERVICE	595,900	590,883	99%	5,017	598,370	(7,486)
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	28,000	58%	20,000	24,000	4,000
LEVEE ACCREDITATION	- 0 -	146,250	#DIV/0!	(146,250)	- 0 -	146,250
CIVIC CENTER	201,880	254,345	126%	(52,465)	1,929,439	(1,675,094)
LIBRARY	42,000	35,386	84%	6,614	23,510	11,875
PUBLIC PROPERTIES	32,100	10,731	33%	21,369	9,475	1,256
GUTHMAN TRUST/PERPETUAL CARE	11,775	11,915	101%	(140)	9,205	2,710
CEMETERY	68,000	48,812	72%	19,188	39,293	9,519
GOLF COURSE	430,025	236,384	55%	193,641	237,314	(930)
BLDGS & GRDS (OTHER)	- 0 -	98,848	#DIV/0!	(98,848)	- 0 -	98,848
BLDG INSP/PLAN & ZONING	108,100	78,129	72%	29,971	46,886	31,243
FIRE/EQUIP SINKING FUND	473,000	184,956	39%	288,044	580,397	(395,441)
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	(220)	500
CONCESSION STAND	900	900	100%	- 0 -	900	- 0 -
RECREATION/COMPLEX LIGHTS	43,796	54,543	125%	(10,747)	23,257	31,286
SENIOR CENTER	154,000	68,560	45%	85,440	56,996	11,564
SENIOR SHUTTLE	4,600	2,140	47%	2,460	2,824	(683)
RECYCLING	3,500	7,462	213%	(3,962)	528	6,934
WELLNESS CENTER	908,500	495,056	54%	413,444	152,311	342,744
ECONOMIC DEVELOPMENT (LB840)	328,269	290,425	88%	37,844	175,780	114,645
CAPITAL IMPROVEMENTS FUND	761,100	427,693	56%	333,407	4,368,450	(3,940,757)
TAX INCREMENT FINANCING	739,000	270,583	37%	468,417	306,225	(35,642)
TOTAL GOVERNMENTAL FUNDS	15,893,732	6,883,579	43%	8,879,117	12,067,937	(5,184,359)
(UNAUDITED)						

TREASURER'S REPORT		MONTH OF: April-26				
VARIANCE AT: 58%						
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS
ELECTRIC	18,450,222	7,268,220	39%	11,182,002	6,184,606	1,083,614
ELEC BOND PYMT	489,208	464,129	95%	25,079	463,635	494
WATER	4,193,086	2,103,041	50%	2,090,045	2,584,302	(481,261)
WATER BOND PYMTS	356,793	101,323	28%	255,470	99,021	2,301
WATER SINKING FUND	20,000	- 0 -	0%	20,000	- 0 -	- 0 -
WASTEWATER TREATMENT	24,267,265	1,174,150	5%	23,093,114	853,669	320,481
WWTW BOND PYMT	290,405	10,053	3%	280,353	- 0 -	10,053
WWTW SINKING FUND	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
TOTAL BUSINESS-TYPE FUNDS	48,066,978	11,120,915	23%	36,946,063	10,185,233	935,681
GENERAL EXPENSES	365,397	181,771	50%	183,627	244,818	(63,048)
POLICE	1,963,904	1,152,517	59%	811,386	1,147,531	4,987
E911	285,624	166,614	58%	119,010	143,674	22,940
POLICE EQUITABLE SHARING	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
STREET	5,908,491	3,070,043	52%	2,838,448	1,781,827	1,288,216
STREET STP FUNDS	184,598	184,598	100%	- 0 -	178,511	6,087
DEBT SERVICE	588,400	530,428	90%	57,972	532,752	(2,324)
RAIL CAMPUS	11,000	- 0 -	0%	11,000	17,945	(17,945)
CDBG-DOWNTOWN REVITAL GRANT	30,000	7,780	26%	22,220	84,151	(76,371)
BLDGS & GRDS (CITY HALL)	20,220	7,877	39%	12,343	14,148	(6,271)
LEVEE ACCREDITATION	15,000	26,448	176%	(11,448)	156,737	(130,290)
CIVIC CENTER	201,880	158,369	78%	43,511	2,085,165	(1,926,795)
LIBRARY	692,372	332,012	48%	360,360	335,072	(3,060)
PUBLIC PROPERTIES	679,996	369,345	54%	310,651	395,878	(26,533)
GUTHMAN TRUST - REGULAR	145	4,352	3001%	(4,207)	- 0 -	4,352
CEMETERY	251,343	135,641	54%	115,702	167,869	(32,228)
GOLF COURSE	756,747	358,636	47%	398,111	313,099	45,537
BLDGS & GRDS (OTHER)	13,400	102,540	765%	(89,140)	1,390	101,151
BLDG INSP/PLAN & ZONING	181,409	84,291	46%	97,118	102,038	(17,747)
FIRE/EQUIP SINKING FUND	943,305	425,447	45%	517,858	399,650	25,797
TREE BOARD	12,500	7,556	60%	4,944	450	7,106
ENGINEER	174,714	91,892	53%	82,822	102,502	(10,611)
DOWDING POOL/SWIM LESSONS	346,156	29,555	9%	316,601	44,472	(14,916)
RECREATION/COMPLEX LIGHTS	270,839	178,280	66%	92,560	181,346	(3,066)
SENIOR CENTER	293,461	125,810	43%	167,652	123,731	2,079
SENIOR SHUTTLE	4,837	3,674	76%	1,163	3,052	622
RECYCLING	36,926	31,431	85%	5,495	18,376	13,055
WELLNESS CENTER	847,795	508,323	60%	339,473	137,916	370,406
ECONOMIC DEVELOPMENT LB840	328,269	100,000	30%	228,269	304,647	(204,647)
CAPITAL IMPROVEMENTS FUND	1,150,000	228,514	20%	921,486	4,064,288	(3,835,774)
TAX INCREMENT FINANCING	705,000	235,511	33%	469,489	224,757	10,754
TOTAL GOVERNMENTAL FUNDS	17,263,729	8,839,254	51%	8,424,475	13,307,791	(4,468,538)
(UNAUDITED)						

3. Claims & Payables Reports

CLAIMS LIST

5-26-2026

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; LS-Lease; 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; SE-Services; SL-Sales; ST-Sales Tax; SU-Supplies; TE-Testing; TR-Training; TO-Tools; UN-Uniforms; UT-Utilities

AA Leupold & Son Painting	FA	5,855.00
All Copy Products Inc	SE	47.40
Allo Communications	UT	2,309.49
Amazon Capital Services Inc	SU/MAT	2,251.58
AMGL	SE	12,880.00
Aqua-Chem Inc	SU	7,903.21
ARPS	FA	4,089.75
Austin Stinson & Son's	RE	976.89
Badger Meter	SE	432.00
Black Diamond Auto Detailing	SE	50.00
Black Hills Energy	UT	2,106.52
Border States Industries Inc	INV/CI	150,266.61
Bryan Niebrugge	EX	65.00
Callaway Golf	MH	771.72
Capital Business Systems Inc	SE	13.55
Caselle Inc	IT	3,077.00
Cash-Wa Distributing Co	SU	445.66
Charter Communications	UT	451.43
Cindy Voehl	RI	15.23
City Seward Electric Fund	UT	47,423.27
City Seward Library Petty Cash	PF	90.18
Codr Plumbing & Excavating	BU	1,692.09
Commonwealth Electric Co	RE	7,659.79
Core & Main	INV	7,638.43
Crouch's Farm & Hardware	SU/BU/GU	2,013.89
Culligan Of Crete	SU	11.25
D & K Products	SU	540.40
Eakes Office Solution	SU	812.44
Electronic Contracting Co	SE	81.00
Exchange Bank	LS	4,464.00
Farmers Coop - Seward	DF/RE/SU	5,586.88

Fast Mart	GS	73.04
Fastenal Company	SU	227.58
Federal Signal Corp	FA	12,007.76
Firststar Fiber Inc	SE	932.15
Galls LLC	UN	107.05
Gerhold Concrete Co Inc	FA/CI	6,957.81
Great Plains Communications	UT	264.62
Greg Miller	EX	55.00
Hach Company	SU	1,069.10
Harn R/O Systems Inc	CI	38,643.95
Hartman Construction	CI	273.70
Hawkins Inc	SU	1,922.51
Heidi Beran	SE	150.00
Hireright LLC	MC	54.95
Hobson Automotive	RE	69.71
Husker Electric Supply Co	SU	4,009.89
Ingram Library Services	MAT	351.14
ITOTS Properties	MC	1,200.00
Johnson Bros Of Nebraska	SU	93.00
Jolma Utilities LLC	CI	17,581.00
Jones Automotive	RE	231.64
Josh Loos	EX	55.00
K & Z Distributing	SU	614.50
Kevin Malone	MC	600.00
Kirby Roth	MC	1,300.00
Lee's Refrigeration	RE/SE	1,571.63
Lincoln Winwater Works Co	SU	213.93
M E Collins Contracting Co	CI	13,574.49
Mathew Kumbier	MC	793.00
McMaster-Carr Supply Co	SU	593.62
Memorial Health Care Systems	MC	36.00
Menards North	BU	98.06
Metering & Technology Solution	INV	8,967.47
Michael Koci	SE	400.00
Midwest Auto Parts	RE	165.81
Midwest Automotive	RE	247.33
Midwest Laboratories Inc	TE	5,933.19
Midwest Petroleum Equipment	RE	273.25
Mitchell Carlson	MC	1,200.00
Municipal Energy Agency Of Ne	SE	1,500.00
Municipal Supply Inc Of Omaha	SU	147.90
Nebraska Bounce	MC	550.00
Nebraska Dept Of Agriculture	MC	7.32
Nebraska Public Power	UT/RE	445,252.20

Nippon Sanso Matheson Inc	SU	107.97
Norris Public Power District	UT	1,231.75
Olsson	CI	4,255.99
One Billing Solutions Llc	SE	1,652.78
One Call Concepts Inc	SE	135.80
One Source Background Check Co	SE	22.00
O'Reilly Automotive Inc	SU	23.97
Pac 'N' Save Discount Foods	ML/SU	4,848.88
Pepsi-Cola Of Lincoln	SU	518.79
Point C/Mid-American Benefits	INS	2,219.70
Quality Brands Of Lincoln	SU	1,408.61
Quill Corp	SU	66.02
Republic National	SU	248.00
Riverside Portables Llc	GU	402.00
Rose Equipment Inc	CI	988.80
Sack Lumber	SU	22.99
Safelite Fulfillment Inc	RE	752.51
Sam's Club	SU	418.29
Science Heroes	MC	400.00
Security Equipment Inc	BU	360.70
Seiler Instrument & Mfg. Co.	CI	1,820.00
Seward County Clerk/Reg Deeds	SE	124.00
Seward County EMA	MC	12.00
Seward County Independent	PU	1,214.07
Seward County Treasurer	SE	23,802.00
Seward Lumber & Home Center	BU/GU/SU	779.04
Seward Public Schools	MC	947.32
Siteone Landscape Supply	SU	1,968.21
Skarshaug Testing Laboratory	SE	462.92
Southeast Library System	TR	180.00
Southern Glazer's of NE	SU	550.00
Spectrum Paint Company Inc	RE	5,323.76
Spickelmier & Son Inc	CI	11,766.25
Sports Express	UN/EX	7,778.71
State Distributing Co	SU	858.47
Stephanie's Pest Control	BU/GU	90.00
Summit Fire Protection	SE	144.45
Tanner Loos	EX	55.00
The Music Bingo People	SE	300.00
Tractor Supply	SU	99.96
Transunion Risk & Alternative	SE	100.00
U S Postal Service	AF	370.00
University Of Nebraska-Lincoln	MC	80.00
Uribe Refuse Services Inc	SE	2,445.05

Verizon Financial Services Llc	UT		1,047.76
Visa - Pinnacle Bank			2,053.59
Faronics Technologies	IT	248.98	
Johnson Hardware	BU	370.00	
Wall Street Journal	MAT	69.86	
Accucut	SU	426.53	
Sam's Club	BU	224.62	
Humanities Nebraska	MC	75.00	
Zom	MC	15.99	
Lincoln Journal Star	MAT	97.99	
Walmart	BU	24.62	
Posit Science Corp	EX	500.00	
Wesco Distribution Inc	CI/SU		6,870.33
White Cap LP	SU		882.49
Wildlife Encounters	EX		495.00
Windstar Lines Inc	EX		250.00
Windstream Nebraska Inc	UT		541.47
York Equipment Inc	RE		804.20
Zimco Supply Co	SU		405.00
		TOTAL	\$937,098.56

4. Police Department Report



City of Seward Police Department

Monthly Statistics March 2026

Service Calls	722
Accidents	5
Arrests	8
Citations	25
Warnings	126
Parking Tickets	31

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

5. Draft Minutes of May 5, 2026, City Council Meeting

May 5, 2026

The Seward City Council met at 7:00 p.m. on Tuesday, May 5, 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, John Singleton, Matt Stryson, Tatum Tonniges, Rich Wergin. Councilmembers absent: Karl Miller. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, Building/Zoning & Code Enforcement Director Tim Dworak, Wellness Center Director Joel Brase, and Chief of Police Brian Peters.

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

CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Reports (totaling \$571,254.31)
2. Draft Minutes of April 21, 2026, City Council Meeting

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

ADMINISTRATIVE ITEMS

1. CONSIDERATION OF A REQUEST FROM RAEGAN HAIN REGARDING OFF-STREET PARKING STALLS TO BE ESTABLISHED ON THE NORTH AND EAST SIDES OF 305 S 11TH STREET

Building/Zoning & Code Enf. Director Dworak relayed that Ms. Hain was in the process of relocating her business (Desert Glow) from 344 Main Street to 305 S 11th Street. The limited on-site parking was a concern; therefore, the request was for the establishment of five vertical spaces on South Street and four diagonal spaces on 11th Street. A sidewalk is to be installed on 11th Street for public access with a private property easement. Mr. Dworak noted a formal resolution will be presented at a future City Council meeting for establishment of these spaces.

Councilmember Kolterman moved, seconded by Councilmember Francescato, to approve the concept plan for off-street parking stalls to be established at 305 S 11th Street.

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

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

City Clerk Bargmann indicated there were no changes to the route from previous years. Approval from the State of Nebraska will be obtained for temporary closure of the state highway.

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

Councilmember Singleton moved, seconded by Councilmember Francescato, to approve the 2026 parade and street closure permit for the Seward 4th of July celebration.

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

B. CONSIDERATION OF A RESOLUTION TO CLOSE A PORTION OF STATE HIGHWAY FOR 2026 PARADE

Councilmember Kolterman introduced **Resolution No. 2026-11**, to request closure of a portion of the state highway for the 2026 Seward 4th of July Celebration. Councilmember Wergin moved, seconded by Councilmember Stryson, to approve the resolution as presented.

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

3. CONSIDERATION OF AN ORDINANCE TO AMEND CITY CODE 355-1.1: TOBACCO PRODUCTS

Chief of Police Brian Peters noted the proposed changes were to more accurately reflect Nebraska Statute 28-1418.01 concerning electronic nicotine delivery system possession and use by minors.

Councilmember Stryson introduced Ordinance No. 2026-5. Councilmember Francescato moved, seconded by Councilmember Kahler, to dispense with the statutory rule.

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

May 5, 2026

Councilmember Kolterman moved, seconded by Councilmember Tonniges, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2026-5, AN ORDINANCE OF THE CITY OF SEWARD, NEBRASKA, AMENDING CHAPTER 355 OF THE SEWARD MUNICIPAL CODE RELATING TO TOBACCO PRODUCTS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

4. PRESENTATION OF AN ANNUAL REPORT ON THE WELLNESS CENTER

Director Brase presented an annual report on memberships, budget, and highlights from April 1, 2025 – April 30, 2026. Overall, he opined it was a successful year with many positive comments heard. Of note, memberships and facility rentals have exceeded expectations; programming and staffing are increasingly more efficient as data is collected; basketball, volleyball, and soccer recreation programs have expanded; child watch, before-after school, and swimming lessons have all been introduced successfully; and the Kruse-Rogers financial gift will begin this year.

This was an information item; thus, no formal action was taken.

5 DISCUSSION ON POLICY REGARDING POOL INSPECTIONS AS A RESULT OF LB759

City Administrator Butcher indicated LB759 shifted the burden of pool inspections to local governments, not state government. Within City limits, three pools were affected: Wellness Center indoor pool, Dowding Pool, and indoor pool at Cobblestone Hotel. Four Corners Health Department is currently planning to certify a pool inspector to serve their region. In discussions with Four Corners, Mr. Butcher recommended the City utilize this service, which will be at cost. A formal agreement may be presented at a future Council meeting if required.

Councilmember Singleton moved, seconded by Councilmember Stryson, to approve a plan to authorize Four Corners Health Department to conduct city pool inspections as a result of LB759.

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

CITY ADMINISTRATOR'S REPORT

Councilmember Wergin moved, seconded by Councilmember Stryson, that the City Administrator's report of May 5, 2026, be accepted.

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

STRATEGY SESSION

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

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

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

Mayor Eickmeier stated the Council has voted to go into closed session at 7:46 p.m. for the protection of public interest and to discuss real estate interests.

At 7:57 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin. Mayor Eickmeier announced that no formal action was taken during the closed session.

MOTION TO ADJOURN

Councilmember Wergin moved, seconded by Councilmember Stryson, that the May 5, 2026, City Council Meeting be adjourned.

May 5, 2026

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

Adjourned approximately 7:57 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

ADMINISTRATIVE ITEMS

1. Consideration of an Appeal from Jaden & Brianna Volzke, per City Code 213-3.2, for Issuance of Chicken Permit at 238 S 2nd Street - City Administrator Butcher

Good evening, members of the City Council,

My name is Briana Volzke, and my family and I live at 238 South 2nd Street here in Seward. We have proudly called Seward home for the past three years. My husband grew up in this community and works at Volzke Funeral Home, so Seward is a place that means a great deal to our family.

I am here tonight to respectfully request approval to keep a small number of egg-laying hens on our property in a fully enclosed coop and run.

We want to assure the Council that we fully intend to comply with all applicable city ordinances and requirements. Our property is a single-family residence, we are requesting only a small number of hens, no rooster will be kept, and the chickens will be housed in a secure, enclosed coop and run that will meet all required setback and space requirements.

For our family, this request is about much more than simply having fresh eggs. I grew up on a farm raising chickens, ducks, and cattle, and those experiences taught me responsibility, hard work, compassion for animals, and the value of daily care and commitment. We hope to provide our daughter and son with those same opportunities and experiences.

We believe raising chickens can provide valuable educational and personal growth opportunities for children. Caring for animals teaches responsibility, consistency, accountability, patience, and respect for living things. It also encourages children to spend time outdoors, learn where food comes from, and develop strong daily habits through feeding, cleaning, and caring for animals.

We also hope this opportunity would allow our daughter to participate in 4-H as she grows older. Programs like 4-H help children develop leadership skills, confidence, teamwork, public speaking abilities, and a strong sense of community involvement. In Nebraska communities especially, agricultural education and youth involvement programs are an important tradition that teach lifelong values and skills.

We understand that concerns sometimes arise regarding noise, odor, cleanliness, or the appearance of backyard chickens. We want to assure the Council and our neighbors that we are committed to maintaining the coop responsibly and respectfully. The coop will be cleaned regularly, feed will be stored in sealed containers to prevent pests, and the hens will remain in a secure enclosed coop and run at all times. Because we are not requesting a rooster, there will be no crowing or excessive noise.

In addition, we are planning to landscape around the coop with lavender, rosemary, and marigold plants. These plants will help improve the appearance of the coop area while also naturally helping with odor control and insect reduction. They are also considered beneficial and safe around chickens, helping create a clean, healthy, and visually pleasing environment.

We have made every effort to be respectful and transparent with our neighbors. We personally spoke with surrounding households regarding our plans and received signatures of support from neighboring residents, including some beyond the required notification area. It was important to us that we approach this process openly and responsibly from the beginning.

We also intend to ensure that the coop is visually appealing, well-maintained, and an attractive addition to our property. Our goal is to demonstrate that backyard hens can be kept cleanly, quietly, and responsibly without creating a nuisance to the neighborhood.

We understand that not every resident may support backyard chickens, and we respect differing opinions. However, we respectfully ask that our request be considered based on our compliance with city ordinances, the support we have received from neighboring households, and our commitment to responsible care and being good neighbors within our community.

Thank you for your time, consideration, and service to the City of Seward. We sincerely appreciate the opportunity to present our request and respectfully ask for your approval.

Sincerely,

Briana Volzke

Dear City Counsel.

The Volzke's have truly been nothing but wonderful neighbors to us. They are always respectful, considerate, and willing to help whenever needed. Over the years, they have gone out of their way to help us personally by mowing our grass, scooping our driveway after snowstorms, moving our trash cans, and simply being dependable neighbors we can count on. They consistently show kindness and care for the people around them, and we believe they are exactly the type of family that contributes positively to the neighborhood and community as a whole.

We also want to make it clear that we fully support their plans for the chicken coop and do not believe it would create any negative impact on the neighborhood. We believe this would be a great experience for their children and provide meaningful opportunities to learn responsibility, daily care routines, and hard work through raising animals and participating in 4-H activities. From everything we have seen, the Volzke's care deeply about maintaining their home and property, and we are confident the coop will be thoughtfully designed, well-maintained, and kept very clean. We have no concerns about the appearance or upkeep of the coop and believe it would fit into the neighborhood without issue.

We respectfully believe that ongoing disagreements or complaints from one neighbor should not prevent the Volzke family from being given this opportunity. Their actions and character over the years have consistently demonstrated that they are respectful homeowners and caring neighbors who would handle this responsibly and appropriately.

For all of these reasons, we respectfully ask the council to support and approve the Volzke family's request. We are confident they would handle this opportunity responsibly, maintain their property well, and continue being the respectful and positive neighbors they have always been.

Abby & Aubriana Krieser

Handwritten signatures of Abby and Aubriana Krieser. The signature on the left is 'AB' and the one on the right is 'Aubriana'.

**STATEMENT OF
AFFECTED PROPERTY OWNERS/RESIDENTS**

We the undersigned property owners/residents who live within 75 feet of 239 S. 2nd St Seward NE 68434
(animal owner's address)

have no objections to Jaden & Briana Volzke, keeping the following type of
(name(s) of animal owner)

animal Chickens, at the above described address in accordance
with City Code.

Harrison Martin		237 S 2nd st	Harrison	402-416-0104
(Print Name)	(Signature)	(Print Address)	(Owner/Renter)	(Phone No.)
Sandy Miers		302 S. 2nd	owner	402-641-6549
(Print Name)	(Signature)	(Print Address)	(Owner/Renter)	(Phone No.)
Michele Paden / Michael Paden		118 South St Apt. 1		402-304-304
(Print Name)	(Signature)	(Print Address)	(Owner/Renter)	(Phone No.)
Hannah Haas		104 South St		(719) 659-3250
(Print Name)	(Signature)	(Print Address)	(Owner/Renter)	(Phone No.)
Molli Martin		117 South st.		(402) 890-6842
(Print Name)	(Signature)	(Print Address)	(Owner/Renter)	(Phone No.)
Aviry		228 S 2nd st		402-326-6427
(Print Name)	(Signature)	(Print Address)	(Owner/Renter)	(Phone No.)
Aubriana Krieser		228 S 2nd st		402-499-1719
(Print Name)	(Signature)	(Print Address)	(Owner/Renter)	(Phone No.)
Abby Krieser		228 S. 2nd st.		402-890-2362
(Print Name)	(Signature)	(Print Address)	(Owner/Renter)	(Phone No.)
Nathan Krieser		228 S. 2nd		402 540 1782
(Print Name)	(Signature)	(Print Address)	(Owner/Renter)	(Phone No.)
Jeff Volzke		147 main		402 641-5254
(Print Name)	(Signature)	(Print Address)	(Owner/Renter)	(Phone No.)
Kirsten Volzke		147 main		402-641-0346
(Print Name)	(Signature)	(Print Address)	(Owner/Renter)	(Phone No.)
(Print Name)	(Signature)	(Print Address)	(Owner/Renter)	(Phone No.)
(Print Name)	(Signature)	(Print Address)	(Owner/Renter)	(Phone No.)
(Print Name)	(Signature)	(Print Address)	(Owner/Renter)	(Phone No.)
(Print Name)	(Signature)	(Print Address)	(Owner/Renter)	(Phone No.)



VOLZKE
MORTUARY
THE A
NEBRASKA
LIMITED
PARTNERSHIP

VOLZKE
MORTUARY
LIMITED
PARTNERSHIP

KRIESER
ENTERPRISES
LLC

88'

MYERS
JEB

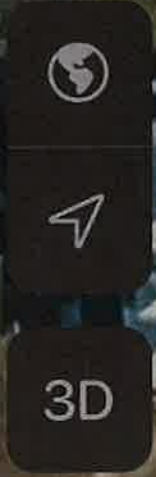
VOLZKE
JEFF G

South Street



6:20

Signal strength, Wi-Fi, and battery (12%) icons



88'



Disgruntled neighbor Apt #2

Request for Approval to Keep Egg-Laying Hens

Briana Volzke
238 South 2nd Street
Seward, Nebraska

Purpose of Request

We are respectfully requesting approval to keep **6 egg-laying hens** on our residential property in a secure enclosed coop and run.

Our purpose is family-oriented and educational:

- Provide fresh eggs for our household
- Teach our young daughter responsibility through daily animal care
- Allow participation in **4-H** and the opportunity to show chickens

Compliance with City Requirements

We are committed to complying with all requirements under **Article III: Exotic Animals; Animal Control – City of Seward**.

Our plan includes:

- **No rooster**
- **6 hens**
- Fully enclosed coop and covered run
- Secure feed storage in sealed containers
- Regular cleaning and maintenance
- Compliance with all setback and square footage requirements
- Clean and well-maintained appearance

Neighbor Support

We personally spoke with surrounding households and obtained signatures of support from neighboring properties, including homes within and beyond the required distance guidelines.

Number of supporting households: 7

Nuisance Prevention

We understand concerns related to noise, odor, and appearance.

To address this:

- No rooster will be kept
- Coop will be cleaned regularly
- Bedding replaced as needed
- Feed stored in sealed containers to prevent rodents
- Coop maintained in a clean and attractive manner
- Hens kept securely enclosed



Proposed Hen Coop Site Layout

Property Address: 238 South 2nd Street, Seward, NE

Applicant: Briana Volzke

Property Sketch (Not to Scale)



Red Square is Proposed Chicken Coop Location

Family Purpose

- Fresh eggs for household use
- Teach responsibility to our daughter
- Participation in 4-H and showing chickens

Family and Community Commitment

Our family cares deeply about being good neighbors and responsible members of the Seward community. We are committed to maintaining our property in a way that does not negatively impact surrounding homes.

2. Consideration of a Request from the Nebraska Liquor Control Commission on Behalf of Squire Ward's LLC for an Address Amendment to Liquor License #124004 - City Administrator Butcher

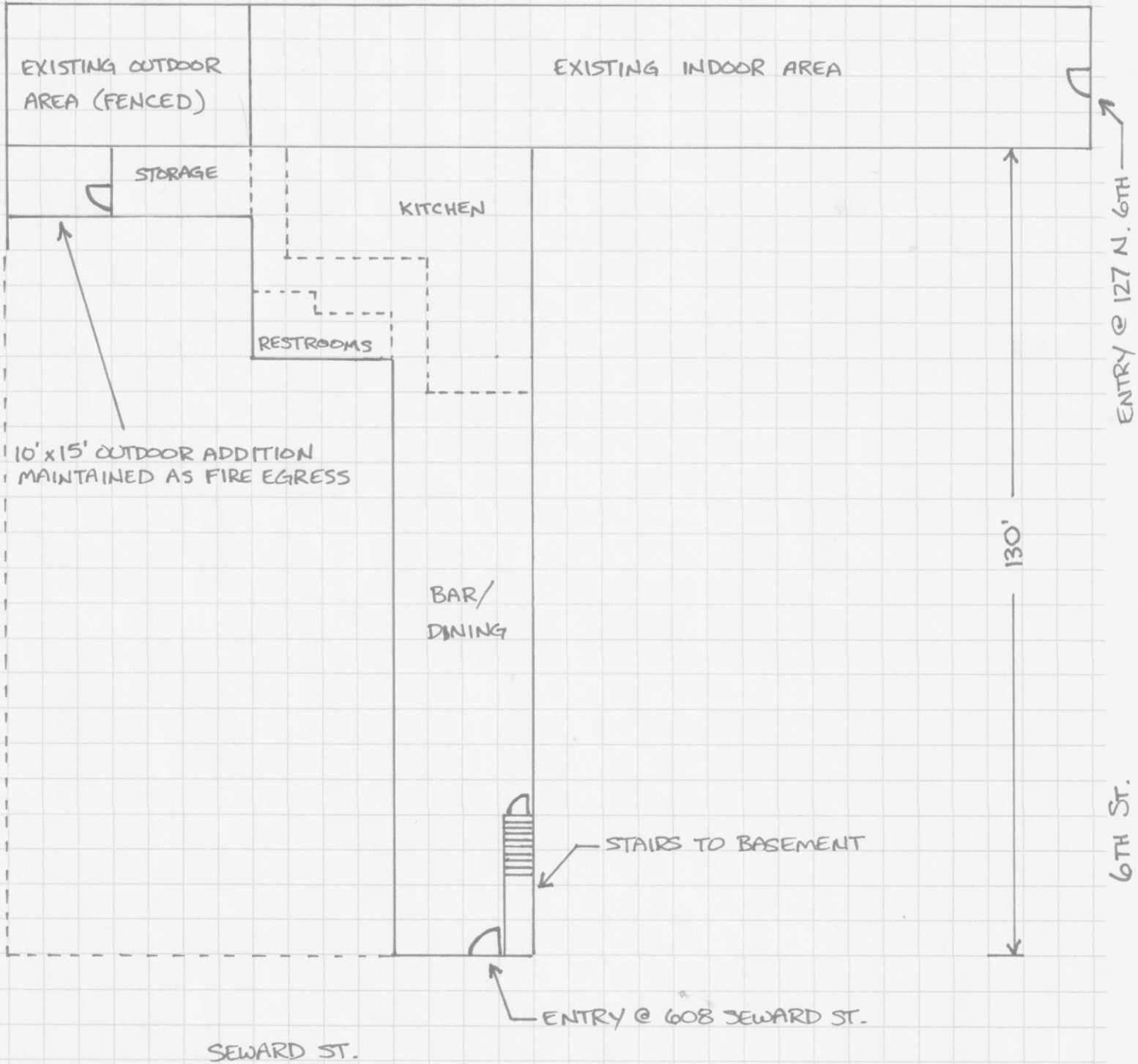


**BLACK
DIAMOND**

DESIGN • CONSTRUCTION • RENOVATION

DESIGN ANALYSIS

COMPUTED BY GN	DATE 3/17	SHEET 1	OF 1
CHECKED BY	DATE	JOB NO.	
PROJECT SQUIRE WARDS			
SUBJECT ADDITION			



FULL BASEMENT BELOW TO
INCLUDE SECURE LIQUOR
STORAGE AREA



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 157313

AMENDMENT TYPE Addition to Licensed Area	APPLICATION DATE RECEIVED 2026-03-17
PREMISES TYPE Converted	PREMISES NAME Squire Wards
OPERATOR Squire Ward's LLC	CORPORATE LIMIT DESIGNATION Inside
LEASE OR OWN Lease	EXPIRATION DATE 2029-03-31
PHYSICAL ADDRESS 127 N 6th St Seward, NE 68434-2001	
MAILING ADDRESS PO Box 205 Seward, NE 68434-0205 USA	
CONTACT NAME Gregg N Nelson	PREFERRED CONTACT METHOD Email
CONTACT PHONE (402) 840-9786	ALTERNATE PHONE
FAX	EMAIL
PREMISES MANAGER Gregg M Nelson	PREMISES MANAGER EMAIL

QUESTIONS

Class C Beer, Wine, Spirits On a

1. Current license legal description: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*
W20, L80
2. New Dimensions: Enter total length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*
W20, L130

3. What is being added, deleted or changed? Explain the type of addition/deletion/reconstruction, i.e. addition to the building, storage area being removed. *Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

Our lease already includes the additional space, but it has only been used as equipment storage in the past. It is contiguous to our existing licensed space with the back of the new space connecting to the side of our licensed space (together the spaces form an "L" shape). The addition also includes the basement, which is part of our lease, that we would like to add to house a secure liquor storeroom.

4. Is there an outdoor area?
*Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

Yes

W10, L15

5. Will a basement be used for alcoholic storage or sale?

Yes

W20, L130

6. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

2 + basement. The basement and first floor will be included. The second floor is apartments that are not included in our lease.

7. Would the premises to be licensed be within 150 feet of a church, school, hospital, home for indigent persons or veterans, their wives and children?

No

8. Would the premises to be licensed be within 300 feet of a college campus or university?

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Description & Diagram	Squire Wards Addition - Drawing for 608 Seward Street.pdf	
Lease / Deed / Purchase Agreement	Squire Wards LLC Lease - Old Town Square.pdf	
Lease / Deed / Purchase Agreement	Squire Wards Lease - Executed Signature Page.pdf	

APPLICANT

Gregg Nelson

DECLARATION

I (We) the applicant(s) agree and consent

I declare under penalty of perjury that I have read the contents of this amendment application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

LEASE AGREEMENT

THIS LEASE is made and entered into by and between the following parties and upon the following terms and conditions:

THE PARTIES

The parties to this Agreement, hereinafter referred to as Lessor and Lessee, respectively are:

LESSOR: Old Town Square LLC

LESSEE: Squire Wards LLC

Lessee Contact Information: 133 North 6th Street
P.O. Box 205
Seward, NE 68434
402-840-9786

LEASED PREMISES

In consideration of the covenants of this Lease and the rent reserved, Lessor hereby leases to Lessee the following described premises:

Commercial building consisting of the street level and basement of the East half of 606 Seward Street, Seward, NE 68434 (Parcel 800073053), farthest North room of 612 Seward Street, Seward NE 68434 (Parcel 800073045), adjoining exterior Lot 5 of Block 7 (Parcel 800072979), and all of commercial building 127 S. 6th Street (Parcel 800072960). See Attachment A for specific details and dimensions of agreed rental premises.

TERM

This Lease shall be for the term commencing April 1, 2024 and ending on March 31, 2029, with the option to renew at March 31, 2029 for an additional 5 year term.

RENT

During the term of this Lease, the rental shall be Three Thousand Dollars (\$3,000) per month. If the option to renew the lease starting April 1, 2029 is mutually agreed by the parties, rent rate will be adjusted for inflation to a new monthly rental rate mutually agreed by the parties at that time.

The initial monthly payment shall be payable upon the first day of April 2024, and subsequent payments due on the first day of each month thereafter.

Accounts paid after the 10th day of the month shall be charged an additional \$40.00 as a management fee above normal rental fee and shall be deemed due and payable until such time as all past due rents have been paid in full.

All rental payments shall be paid to Old Town Square LLC and mailed to P.O. Box 1216, North Platte, NE 69103; or delivered to the office at 612 Seward St, Seward NE 68434; provided however, Lessor reserves the right to designate a different place of payment for rentals and designate a different manager, in which event Lessor shall notify Lessee in writing of such change.

USE

The Lessee agrees to use the premises for a restaurant and bar, and related activities associated therewith. Lessee shall not use any portion or all of the premises for any purpose, which will increase the existing risk of insurance on the premises resulting in premium increases or policy cancellation.

TAXES

Lessor shall pay all real estate taxes levied and assessed against the premises during the term of the Lease. Lessee to pay for any personal property taxes due on Lessee's equipment or inventory.

UTILITIES

All utilities used in the premises shall be at the expense of Lessee and directly contracted with the utility provider.

ORDINANCES AND STATUTE

Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises shall, at the option of the Lessor, be deemed a breach thereof.

ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this Lease.

MAINTENANCE AND REMODELING

Lessor agrees to maintain in good repair, the structural building and the utility systems now installed and servicing the leased premises, except that Lessee is responsible for regular maintenance including replacing furnace filters and light bulbs and sidewalk snow removal. Lessor agrees to install a main electrical service panel for the 606 Seward St building (Parcel 800073053) and HVAC system for the kitchen. Lessor also agrees to complete refurbishment of the front façade as described in the Lessor's DTR application approved by the city council. Lessee acknowledges that the premises are being accepted in "as is" condition at inception of this Lease but reserves, with the written permission of Lessor or Lessor's agent, the right to make interior improvements and remodeling of the non-structural interior walls, doors, wall coverings, fixtures and the like,

all at the expenses of Lessee for the accommodation of its business provided that no modification injury or damage is caused to the basic building and Lessor shall never have any obligation of repair or maintenance of such improvements and remodeling made by Lessee. General provisions elsewhere in this Lease to the contrary notwithstanding, Lessee shall bear the risk of loss of any such alterations due to any cause, and the destruction thereof shall not affect the obligations of tenancy by Lessee. At termination, such improvements and remodeling shall remain with the premises, except any fixtures and shelves owned by Lessee that have not been affixed to the premises may be removed by Lessee. Lessee shall keep the premises free from refuse or obstruction and otherwise keep the premises in presentable appearance suitable to commerce. Lessor shall be responsible for maintenance and repair of the heating and air-conditioning unit in the premises, except for regular filter maintenance as mentioned above. Notwithstanding anything herein to the contrary, Lessee shall not be responsible for any repairs, replacements or maintenance of the leased premises which arise from or as a result of the negligence of the Lessor, its agents, employees, invitees, licensees and contractees or by structural defects in the leased premises or of the building of which it is part.

ENTRY AND INSPECTION

Lessee shall permit Lessor or Lessor's agent to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same and will permit Lessor at any time within thirty (30) days prior to the expiration of this Lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

INDEMNIFICATION OF LESSOR

Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises and sidewalks and any other areas adjacent thereto, or any part thereof, and Lessee agrees to indemnify Lessor and hold Lessor harmless from any claims for damages to persons and property, including Lessee's, no matter how caused, which are related to Lessee's occupancy of the premises. To the extent, however, that Lessor and Lessee each have purchased applicable liability and casualty insurance, Lessee and Lessor, each hereby releases the other from any claim for recovery for any loss or damage to any of its property which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policy of insurance. Each party shall disclose to the other forthwith the amount of insurance coverage, the carrier, which is intended to be subject to the foregoing release of subrogation rights.

PARKING FACILITIES

Lessor does not own any parking facilities adjoining the building. The vacant lot to the rear of the building (Parcel 800072979) is included with this rental lease and subject to the conditions of this lease. All parking to the front of the building are owned by the city and not under control of the Lessor.

POSSESSION

Lessee shall have possession of the 606 Seward St property commencing immediately. Access to the 127 N. 6th Street property will commence as of February 1, 2024.

INSURANCE

Lessee, at its expense, shall maintain public liability and property damage insurance insuring Lessee and Lessor with minimum coverage as follows: \$100,000 for one person and \$500,000 per accident for bodily injuries.

SIGNS

Lessee shall not construct any projecting sign or awning without the prior written consent of Lessor which consent shall not be unreasonably withheld.

TRADE FIXTURES

Except as provided in the Maintenance and Remodeling paragraph above, any and all improvements made to the premises during the term hereof shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination hereof, remove all his trade fixtures, but shall repair or pay for all repairs necessary for damages to the premises occasioned by removal.

DESTRUCTION OF PREMISES

In the event of a partial destruction of the premises during the term hereof, from any cause except negligence of Lessee, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this Lease may be terminated at the option of either party.

INSOLVENCY

In the event that a receiver shall be appointed to take over the business of the Lessee, or in the event that the Lessee shall make a general assignment for the benefit of creditors, or Lessee shall take or suffer any action under any insolvency or bankruptcy act, the same shall constitute breach of this Lease by Lessee.

DEFAULT

Upon the occurrence of any event of default Lessor may, in addition to any other remedy or right given by law, terminate this Lease by service of written notice of such termination upon Lessee and thereupon enter upon said leased premises, or any part thereof upon the date specified in such notice and retake possession of said premises.

The following shall be deemed events of default:

- (1) Default in the payment of rental provided herein for a period of ten (10) days.

(2) Breach by Lessee of any of the covenants or other obligations of Lessee set forth herein, and failure by Lessee to remedy set forth herein, and failure by Lessee to remedy such breach in full upon 15 days notice in writing thereof given by Lessor.

(3) Abandonment of said premises by Lessee.

REMEDIES OF OWNER ON DEFAULT

In the event of any breach of this Lease by Lessee, Lessor, besides other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises. Such property may be moved and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee. Should Lessor elect to re-enter, or should it take possession pursuant to legal proceedings or any notice provided by law, it may either terminate this Lease or may from time to time, without terminating this Lease, relet said premises, or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable with the right to alter or repair the premises upon such reletting. In such event, Lessee shall be immediately liable to pay to Lessor, in addition to any other amounts due hereunder; (a) the cost and expense of such reletting and such alterations or repairs, and any amount by which the rent reserved herein for the period of such reletting, but not beyond the term hereof, exceeds the amount agreed to be paid as rent for such period; or (b) at the option of the Lessor, rents received by Lessor from such reletting shall be applied first to the repayment of indebtedness other than rent due hereunder, second to costs and expenses or reletting and alterations or repairs, and third to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable. Lessee shall be credited only with rent actually received by Lessee. Lessee shall, in such events, pay any deficiency between the amount due from Lessee to Lessor and the amount credited.

No such re-entry or taking possession by Lessor shall be construed as an election to terminate this Lease unless written notice of such intention is given, or unless termination be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease on account of such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, it may recover from Lessee all damages it may incur by reason or such breach, including the costs of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to the rent reserved for the remainder of the term hereof, over the then reasonable value of the premises for the remainder of the term, all of which amounts shall be immediately due and payable from Lessee.

In any event, however, the liability of Lessee shall in all cases not extend to events occurring beyond the end of the term of this Lease, unless the term of this Lease is otherwise hereafter extended by written agreement of the parties.

No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

TIME

Time is of the essence of this Lease.

BINDING EFFECT

This Agreement constitutes the entire understanding of the parties and may not be modified except in writing, and is binding on the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF the parties have executed this Lease.

Old Town Square LLC

Squire Wards LLC

Lessor: Shannon Meyer Date

Lessee: Gregg Nelson Date

3. Consideration of a Request from the Seward Arts Council for Approval of Sale and Consumption of Alcoholic Beverages at the Seward Bandshell for 'Second Saturday Art Connections' Series During Summer 2026 - Amber Fiala, Seward Arts Council

SDL – LOCAL RECOMMENDATION

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

160035

Straight Path LLC

License #

Licensee Name/Non-Profit Organization

Event location name: Seward Bandshell

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

Event Type: Music Series

Event date(s): 6-13-26

Event start time(s): 3pm

Event end time(s): 11pm

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

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

Estimated number of attendees: 200

Alternate dates/times: N/A

Alternate location name/location: N/A

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Amber Fiala Event contact phone number: 402-646-0941

Event contact Email: redpathseward@gmail.com

*Signature Authorized Representative: 

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

SDL – LOCAL RECOMMENDATION

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

160035 Straight Path LLC

License # Licensee Name/Non-Profit Organization

Event location name: Seward Bandshell

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

Event Type: Music Series

Event date(s): 7-11-26

Event start time(s): 3pm

Event end time(s): 11pm

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

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

Estimated number of attendees: 200

Alternate dates/times: N/A

Alternate location name/location: N/A

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Amber Fiala Event contact phone number: 402-646-0941

Event contact Email: redpathseward@gmail.com

*Signature Authorized Representative: 

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

SDL – LOCAL RECOMMENDATION

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

160035

Straight Path LLC

License #

Licensee Name/Non-Profit Organization

Event location name: Seward Bandshell

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

Event Type: Music Series

Event date(s): 8-8-26

Event start time(s): 3pm

Event end time(s): 11pm

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

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

Estimated number of attendees: 200

Alternate dates/times: N/A

Alternate location name/location: N/A

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Amber Fiala Event contact phone number: 402-646-0941

Event contact Email: redpathseward@gmail.com

*Signature Authorized Representative: 

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

SDL – OUTDOOR AREA DIAGRAM

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

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

HOW AREA WILL BE PATROLLED: All entrances will be patrolled,
wristbands will be used for 21+, barricades & fencing
will be used.

DIAGRAM OF PROPOSED AREA:



4. Consideration of a Request to Approve a Special Designated Liquor License to DOT Provisions - City Clerk Bargmann

SDL – LOCAL RECOMMENDATION

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

157982

Dot Provisions LLC

License #

Licensee Name/Non-Profit Organization

Event location name: Seward 4th of July at Zaska! Beer Co

Event address/location: 211 South 4th Street, Seward, NE 68434

Event Type: Beer tasting at our production building

Event date(s): 7/3/2026 7/4/2026

Event start time(s): 3 PM 11 AM

Event end time(s): 9 PM 9 PM

Indoor area to be licensed in length & width: 80' X 50'

Outdoor area to be licensed in length & width: 10' X 50' (Must submit a diagram)

Estimated number of attendees: 50-100

Alternate dates/times: _____

Alternate location name/location: _____

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

Event contact name: Jason Siebert Event contact phone number: 402-350-9660

Event contact Email: jason@siebertschellpeper.com

*Signature Authorized Representative: _____



Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

5. Consideration of a General Services Agreement with The Schemmer Associates - City Engineer Oneby

GENERAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between The Schemmer Associates, Inc. (hereinafter referred to as "the Contractor"), and the City of Seward, Nebraska (hereinafter referred to as "the City"). Collectively the City and the Contractor may be referred to as "Parties," and individually each may be referred to as a "Party."

WHEREAS, the City wishes to obtain the services of a qualified professional to provide professional design and field services for public infrastructure projects for the City at the request of the City; and

WHEREAS, the Contractor is willing to provide the City with said services and has the necessary skills, expertise, experience, facilities, personnel, systems, and capabilities to provide such professional services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the Parties as follows:

1. The term of this Agreement shall begin on its effective date and end on December 31, 2026, with the option to renew for one (1) year beginning January 1, 2027 and ending December 31, 2027, unless terminated pursuant to Paragraph 5 of this Agreement.
2. The Parties shall perform in good faith their respective duties under this Agreement.
 - A. The Contractor shall provide professional design and field services for public infrastructure projects for the City at the request of the City. The City will submit to the Contractor a Task Order request identifying the scope of services required for a specific task. The Contractor will submit to the City an estimate of hours to perform the work for the requested Task Order for approval prior to beginning the work.
3. In consideration of the performance of Contractor's services, duties, and functions set forth in this Agreement, City shall pay Contractor at the rates set forth in Attachment "A", which is attached hereto and incorporated herein by this reference, in a total amount not to exceed Sixty Thousand Dollars (\$60,000.00) per annum unless additional expenditures are agreed upon in a written amendment to this Agreement executed subsequent to the Effective Date of this Agreement. There is no limit to the number of tasks which can be assigned by the City.

The Contractor agrees that it shall not be paid for such services, duties, and functions until Contractor has provided to City such services, duties, and functions.

Contractor shall invoice the City for the services, duties, and functions actually provided within ninety (90) days of the actual provision of such services. Invoices will be stated in United States dollars and shall be due and payable in accordance with the General Conditions.

4. Contractor shall not assign its duties and responsibilities under this Agreement without the express written permission of the City. Any assignment without the express written permission of the City shall be absolutely void.
5. This Agreement may be terminated at any time without penalty by either Party giving thirty (30) days written notice. Should either Party materially breach this Agreement, the other Party shall notify the breaching Party of the material breach in writing and the materially breaching Party will have fifteen days to cure the material breach. If the material breach is not cured within fifteen days, the other Party may, at its discretion, terminate the Agreement immediately upon written notice to the breaching Party. Upon termination of this Agreement, the City shall pay the Contractor for any approved and documented services or products completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.
6. The Parties do hereby agree to all the terms and conditions of this Agreement and the General Conditions. This Agreement shall be binding upon the Parties, their heirs, administrators, executors, legal and personal representatives, successors and assigns. The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior contracts, agreements and negotiations between the Parties whether verbal or written.
7. The undersigned person representing the Contractor does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Contractor to this Agreement.
8. Either Party's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of that Party's rights.
9. All notices, request for services, or other communications provided under this Agreement shall be in writing and shall be given to City or the Contractor at the address or email address set forth below or such other address as either may specify hereafter in writing:

City:
Michael Oneby
City Engineer
City of Seward, NE
142 N. 7th Street
Seward, NE 68434
Michael.Oneby@cityofsewardne.gov

Contractor:
Alex Roth
The Schemmer Associates, Inc.
333 S. 21st Street, Suite 102
Lincoln, NE 68510
aroth@schemmer.com

Such notice or other communication may be mailed by United States Certified mail, return receipt requested postage prepaid and may be deposited in a United States Post Office Box or a depository for the receipt of mail regularly maintained by the Post Office. Such notices or communication may also be delivered by hand; or by email to the email address listed above, return receipt

requested. For the purpose of the Agreement, all notices will be deemed to have been given upon the date of the personal delivery, or three days after having been deposited in the United States Post office as proved above, or upon the date of receipt on the email receipt as required above.

10. Contractor agrees that all deliverables developed during hours billed to City are works made for hire and shall belong exclusively to City and no rights thereto shall accrue in any manner to Contractor. In addition, City shall be the sole owner of all patents, copyrights, trade secrets and other intellectual property rights related to the deliverables. Contractor does not have the right to use any deliverables if Contractor is not performing such services on behalf of City.
11. Contractor warrants that all deliverables shall be the original work product of Contractor and will not be based on, or derived from, the proprietary information or items of a third party and that none of the deliverables will infringe any copyrights, patents, trade secrets, or other proprietary rights of a third party. Contractor warrants that the services, duties, and functions provided for under this Agreement shall be performed in a workmanlike and professional manner. Contractor warrants that all employees assigned to perform work under this Agreement shall have a level of skill and experience commensurate with the requirements of the task to which such employee is required to perform, including any licensure required to provide work under this Agreement.
12. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the Effective Date of this Agreement and signed by all Parties.
13. The Undersigned hereby agrees and represents that he or she is legally capable to sign this Agreement and to lawfully bind the Contractor to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duty authorized representative.

CITY:
City of Seward, NE

By: _____
Title: _____
Date _____
Signed: _____

ENGINEER:
The Schemmer Associates, Inc.

By: Day Hall
Title: Executive Vice President
Date _____
Signed: May 7, 2026

Schedule of Hourly Rates

Effective January 1, 2026

Standard Rates

Principal	\$ 300.00
Senior Project Manager II	\$ 245.00
Senior Project Manager	\$ 215.00
Project Manager II	\$ 185.00
Project Manager	\$ 160.00
Senior Registered Architect	\$ 190.00
Registered Architect	\$ 150.00
Senior Interior Designer	\$ 190.00
Interior Designer II	\$ 135.00
Interior Designer I	\$ 115.00
Senior Registered Engineer III	\$ 245.00
Senior Registered Engineer II	\$ 230.00
Senior Registered Engineer	\$ 205.00
Registered Engineer II	\$ 170.00
Registered Engineer	\$ 155.00
Senior Engineer E.I.	\$ 140.00
Engineer E.I.	\$ 125.00
Senior Designer III	\$ 205.00
Senior Designer II	\$ 185.00
Senior Designer	\$ 145.00
Designer	\$ 115.00
Design Technician with Drone	\$ 225.00
Design Technician with Scanner	\$ 225.00
Design Technician II	\$ 135.00
Design Technician	\$ 105.00
CADD Technician	\$ 90.00
Senior Project Representative	\$ 165.00
Project Representative II	\$ 130.00
Project Representative	\$ 120.00
Senior Registered Land Surveyor	\$ 190.00
Registered Land Surveyor	\$ 165.00
Assistant Survey Manager	\$ 155.00

Schedule of Hourly Rates

Effective January 1, 2026

Standard Rates

3 Man Survey Crew	\$ 270.00
2 Man Survey Crew	\$ 205.00
1 Man Survey Crew	\$ 125.00
Survey Party Chief	\$ 120.00
Survey Instrument Person	\$ 100.00
Field Technician IV	\$ 160.00
Field Technician III	\$ 115.00
Field Technician II	\$ 95.00
Field Technician I	\$ 85.00
Project Coordinator	\$ 95.00
Administrative Support	\$ 90.00

NOTE: Hourly rates are subject to change annually each January.

GENERAL CONDITIONS

1. **REUSE OF DOCUMENTS.** All documents including, but not limited to, drawings, specifications and CADD data on electronic media furnished by The Schemmer Associates Inc. pursuant to this Agreement are Instruments of Service in respect to the project identified in the Agreement. They are not intended or represented to be suitable for use on extensions of this project or on any other project for any purpose without the specific written permission of The Schemmer Associates Inc., which may be withheld in The Schemmer Associates Inc.'s sole discretion. The Schemmer Associates Inc. may, in its sole discretion, condition permission on payment of additional compensation to The Schemmer Associates Inc. Any use without permission shall be at the user's sole risk and without liability to The Schemmer Associates Inc. Client agrees that it will indemnify and hold harmless The Schemmer Associates Inc. from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
2. **ESTIMATES.** Since The Schemmer Associates Inc. has no control over the cost of labor, materials or equipment or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, estimates of project cost are made on the basis of experience and qualifications and represent the best judgment of design professionals familiar with the industry, but The Schemmer Associates Inc. cannot and does not guarantee that proposals, bids or project costs will not vary from estimates of cost prepared by The Schemmer Associates Inc.
3. **SUSPENSION OR ABANDONMENT.** If the project is suspended for more than three months or abandoned in whole or in part, The Schemmer Associates Inc. shall be paid compensation for services performed prior to receipt of written notice of such suspension or abandonment, together with reimbursable expenses then due. If, after a period of suspension, the project is restarted, The Schemmer Associates Inc. shall be entitled to payment for any increased costs it incurs as a result of the suspension.
4. **TERMINATION.** This Agreement may be terminated by either party upon seven days' written notice should either party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than The Schemmer Associates Inc., The Schemmer Associates Inc. shall be paid for services performed prior to termination, including reimbursable expenses.
5. **SUCCESSORS AND ASSIGNS.** Each party to this Agreement binds him/herself, his/her partners, successors, assigns and legal representatives to the other party, his/her partners, successors, assigns and legal representatives with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his/her interest in this Agreement without the written consent of the other, which consent may be withheld in the sole discretion of the non-assigning party.
6. **PAYMENTS.** Payments due The Schemmer Associates Inc. under this Agreement shall be payable within thirty (30) days of the date of billing. If full payment is not received within sixty (60) days of the date of billing, the unpaid amount shall bear interest at the highest rate permitted by law but not exceeding eighteen percent (18%) from the date of billing.
7. **DELINQUENT PAYMENTS.** If any payment due hereunder remains unpaid for a period of sixty (60) days after invoice, The Schemmer Associates Inc. may, in its sole discretion, cease providing services and not resume providing services until all amounts owing have been paid in full. Cessation of service for nonpayment shall not constitute breach by The Schemmer Associates Inc. of this agreement, or an election of remedies, and Client shall fully indemnify The Schemmer Associates Inc. for any liability or damages caused thereby. All mechanics lien rights available to The Schemmer Associates Inc. may be exercised within the time period allowed by law.
8. **TAX.** The amount of any excise, gross receipts or sales tax that may be due as a result of the work performed by The Schemmer Associates Inc. shall be invoiced to Client as a reimbursable expense.
9. **HAZARDOUS MATERIALS.** Unless otherwise provided in this Agreement, The Schemmer Associates and The Schemmer Associates' consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. Client shall indemnify and hold The Schemmer Associates Inc. harmless from and against all claims arising out of or related in any way to hazardous materials.
10. **NOTICE OF LIMITATION OF AGENTS' AUTHORITY.** Client understands and agrees that no agent, officer, or principal of The Schemmer Associates Inc. is authorized to vary the terms of this agreement in any way except by a writing, expressly varying the terms of this Agreement.
11. **INVALIDATION OF PROFESSIONAL LIABILITY INSURANCE.** The Schemmer Associates Inc. agrees that it shall not knowingly take any action which shall cause loss of The Schemmer Associates' professional liability insurance coverage for this project or any aspect of it.
12. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the Client agrees that The Schemmer Associates Inc.'s liability to Client for damages arising out of or in any way related to its work in connection with the project or any error or deficiency in the Instruments of Service for the project, whether arising in

GENERAL CONDITIONS

contract, tort or otherwise, including, but not limited to, claims for indemnity or contribution shall be limited to the sum of \$50,000 or the amount paid to The Schemmer Associates Inc. as fees under this Agreement, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory asserted.

Furthermore, if a required item, component, or service related to the project is omitted from The Schemmer Associates Inc.'s deliverables, including but not limited to construction documents, specifications, plans, or other professional services, The Schemmer Associates Inc. shall not be responsible for the cost to add or correct such item, component, or service to the extent of the cost that would have been incurred had the item, component, or service been included in the original deliverables. In no event will The Schemmer Associates Inc. be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.

13. **COMPUTER AIDED DESIGN/DRAFTING (CADD).** CADD may be utilized to prepare drawings, specifications, calculations, and other instruments of service prepared by The Schemmer Associates Inc. Submitted data files are intended to work only as described in the agreement and are compatible only with the original hardware and software used to create the files.

13.1 Electronic files will be submitted to the Client for a 30-day acceptance period ("the Acceptance Period"). During this period, the Client may review and examine the files. Any errors discovered during the Acceptance Period will be corrected by The Schemmer Associates Inc. at no additional cost to Client. Any work associated with errors discovered or changes requested after the Acceptance Period will be considered additional services and will be performed on a time and materials basis, at The Schemmer Associates Inc.'s customary charge for the work requested. The Schemmer Associates Inc. will not maintain copies of the electronic files beyond the end of the Acceptance Period.

13.2 Because data stored on electronic media can deteriorate undetected or be modified without the knowledge of The Schemmer Associates Inc., Client agrees to accept responsibility for the completeness, correctness, and readability of the electronic media after the end of the Acceptance Period. Client agrees that it will indemnify and save harmless The Schemmer Associates Inc. from any and all claims, losses, costs, damages, awards, or judgments arising from use of the electronic media files or output generated from them. Upon the expiration of the Acceptance Period, The Schemmer Associates Inc. agrees that it is responsible for the accuracy of the sealed hard copy drawings that are submitted by it to Client. "Accuracy" as used in this paragraph is defined as meeting the care and skill ordinarily used by members

of the professional practicing under similar conditions at the same time and in the same locality.

13.3 The Owner shall be permitted to retain copies of the drawings and specifications prepared in CADD format for the Owner's information. Due to the potential that the information set forth on the electronic media can be modified by the Owner, unintentionally or otherwise, The Schemmer Associates Inc. reserves the right to remove all indicia of its ownership and/or involvement from each electronic file.

13.4 Any use or reuse of electronic files by the Owner or others without written authorization from The Schemmer Associates Inc. for the specific purpose intended will be at the Owner's risk. The Schemmer Associates Inc. may refuse authorization in its sole discretion or condition authorization on CADD adaptation by The Schemmer Associates Inc. Any such authorization or CADD adaptation by the Owner will entitle The Schemmer Associates Inc. to additional compensation at the rates established as part of the agreement for the project. Owner will, to the fullest extent permitted by law, defend, indemnify and hold The Schemmer Associates Inc. harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting from use or reuse of electronic files without written authorization from The Schemmer Associates Inc.

14. **LIMITATION OF WARRANTY.** The Schemmer Associates Inc. makes no warranties, express or implied, under this agreement or otherwise, in connection with the services provided.

15. **WAIVER OF CONSEQUENTIAL DAMAGES.** The Schemmer Associates Inc and the Client waive all consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement

16. **STANDARD OF CARE.** The Schemmer Associate Inc shall perform its services consistent with the professional skill and care ordinarily provided by others practicing in the same or similar locality under the same or similar circumstances.

17. **GEOTECHNICAL MATERIALS TESTING SERVICE.** In the case that geotechnical and/or materials testing services are provided by The Schemmer Associates Inc., our supplementary General Conditions for Geotechnical and Materials Testing shall be considered a part of this document.

18. **CONSTRUCTION STAKING.** In the case that construction staking services are provided by The Schemmer Associates Inc., our supplementary General Conditions for Construction Staking shall be considered a part of this document.



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).

PRODUCER FNIC P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME: Deanne Beltz-Sund	
	PHONE (A/C. No. Ext): 402-861-7000	FAX (A/C. No):
E-MAIL ADDRESS: deanne.beltz@fnicgroup.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Casualty Co.		20443
INSURER B : Continental Insurance Company		35289
INSURER C : Valley Forge Insurance Co.		20508
INSURER D :		
INSURER E :		
INSURER F :		

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	AUTOMOBILE LIABILITY <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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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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A. Consideration of Approval of Task Order #1 in the Amount of \$20,938.00

TASK ORDER #1
TO ENGINEERING AGREEMENT FOR
2026 GENERAL SERVICES AGREEMENT FOR DESIGN AND FIELD SERVICES
SCOPE OF SERVICES

PROJECT DESCRIPTION

The City has requested topographic and property boundary survey services for the area shown in the attached Exhibit 1.

I. **PROJECT MANAGEMENT, COORDINATION, AND MEETINGS**

a) **Project Management**: This task consists of project management activities and internal coordination.

II. **SURVEY**

Services to be provided by Schemmer consist of surveying services, all as set forth below:

- a) **Field survey** – locate all physical features, improvements, and vegetation on site as well as necessary spot elevations and break lines to generate 1' contours. Limits of the field survey will be to area on Exhibit 1.
- b) **Boundary** – Research for the boundary, locate existing property corners for location of boundary only.
- c) **One Call** – perform a One-Call utility locate. Locate utilities per locator's markings and observed evidence in the field.
- d) **Title Commitment** – Review title commitment that is supplied by owner to determine what affects subject property. Schemmer will coordinate the request for title commitment.
- e) **CAD services** – upload, download, check, and process collected electronic field data, and produce final survey documents.
- f) **Survey Coordinate System & Datums** – a survey of the project area will be completed using the following Coordinate System:
 - o **Horizontal Datum** - Seward County, Nebraska LDP
 - o **Vertical Datum** – NAVD 88
 - o **Geoid Model** – 12b

City and Contractor hereby agree to execute above-referenced Task Order. All provisions of the Agreement not modified by this or previous Task Orders remain in effect. The Effective Date of this Task Order is

_____.

CITY:
City of Seward

By: _____

Title: _____

Date _____

Signed: _____

CONTRACTOR:
The Schemmer Associates, Inc.

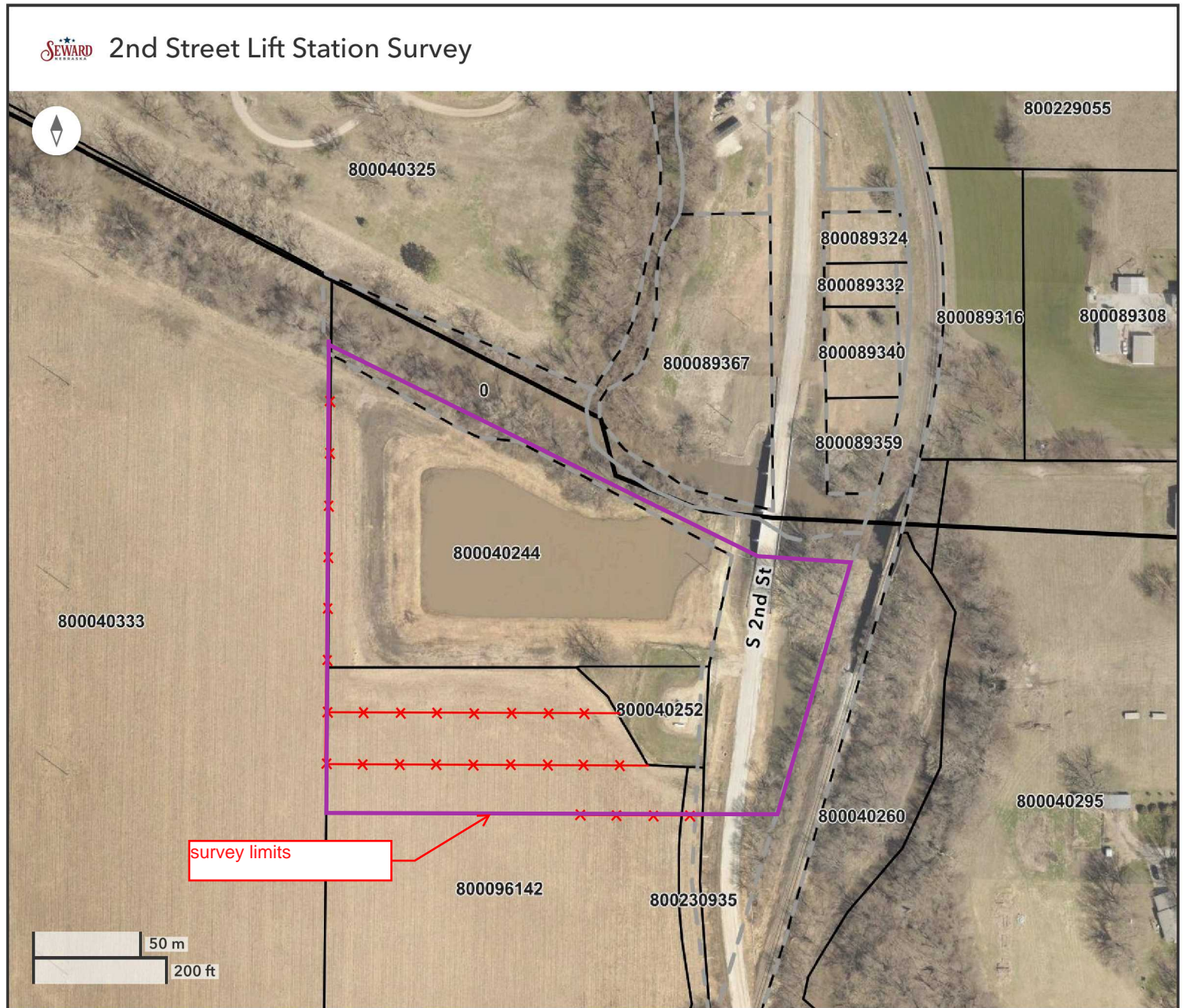
By: Day Holl

Title: Executive Vice President

Date _____

Signed: May 7, 2026

EXHIBIT 1 - SURVEY LIMITS



**Exhibit 2: Hour Estimate Form
Task Order #1**

**2026 GENERAL SERVICES AGREEMENT
City of Seward**

ITEM NO.	TASK DESCRIPTION	PRIN	PROJ MGR	SEN PROJ ENGR	REG DESIGN ENGR	ENGR/ SEN TECH	ENGR TECH	SEN REG SURVEYOR	PARTY CHIEF SURVEYOR	ASSOC SURVEYOR	GRAPHIC DESIGNER	ADMIN ASST	TOTAL PER TASK
I.	Project Administration												
I.a	Project Management	1	4										5
I.b	Progress Meetings with City Staff												0
I.c	Team Coordination Meetings												0
II.	SURVEY												
II.a	Topographic Field Survey		1					12	40	40			93
II.b	Boundary Survey						4	4	8	8			24
II.c	Title Commitment		2					6					8
II.d	CAD Services						25	4					29
	TOTALS	1	7	0	0	0	29	26	48	48	0	0	159

2026 GENERAL SERVICES AGREEMENT
City of Seward

Exhibit 2: FEE SUMMARY SCHEDULE
Task Order #1

Direct Salary Costs

PROJECT TASK & PERSONNEL CLASSIFICATION	ESTIMATED HOURS	2026 RATE	ESTIMATED LABOR CHARGE	TASK COST
I. Project Administration				\$1,120.00
PRINCIPAL	1	\$300.00	\$300.00	
PROJECT MANAGER	4	\$205.00	\$820.00	
SENIOR PROJECT ENGINEER	0	\$205.00	\$0.00	
REGISTERED DESIGN ENGINEER	0	\$155.00	\$0.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$130.00	\$0.00	
ENGINEERING TECHNICIAN	0	\$135.00	\$0.00	
REGISTERED SURVEYOR	0	\$165.00	\$0.00	
PARTY CHIEF SURVEYOR	0	\$120.00	\$0.00	
ASSOCIATE SURVEYOR	0	\$100.00	\$0.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$0.00	\$0.00	
II. SURVEY				\$19,380.00
PRINCIPAL	0	\$300.00	\$0.00	
PROJECT MANAGER	3	\$205.00	\$615.00	
SENIOR PROJECT ENGINEER	0	\$205.00	\$0.00	
REGISTERED DESIGN ENGINEER	0	\$155.00	\$0.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$130.00	\$0.00	
ENGINEERING TECHNICIAN	29	\$135.00	\$3,915.00	
REGISTERED SURVEYOR	26	\$165.00	\$4,290.00	
PARTY CHIEF SURVEYOR	48	\$120.00	\$5,760.00	
ASSOCIATE SURVEYOR	48	\$100.00	\$4,800.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$0.00	\$0.00	
Subtotal Labor Costs	159		\$20,500.00	
DIRECT NON-SALARY COSTS:				
	No.	Rate (\$)		
Printing	\$	-	\$	-
Mileage	\$	0.730	\$	-
Survey Mileage	600	\$ 0.730	\$	438.00
Geotech (Field Drilling Subcontractor)	\$	-	\$	-
Geotech (Lab Reimbursable)	\$	-	\$	-
Title Searches	provided by City	\$ 450.00	\$	-
Lodging	\$	-	\$	-
Per Diem	\$	-	\$	-
Public Meeting	\$	-	\$	-
Storm Sewer Video Inspection	\$	-	\$	-
Wetland Delineation	\$	-	\$	-
Sub-Total Direct Non-Salary Costs			\$ 438.00	
TOTAL ESTIMATED FEE			\$20,938.00	

6. Items Related to the Metering Manhole & Sampling Building Phase 1 Project - City Engineer Oneby
 - A. Consideration of Approval of an Agreement with The Schemmer Associates in the Amount of \$54,232.50 for Professional Engineering Services During Construction

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

**Metering Manhole and Sampling Building Phase 1
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 and material testing of the sanitary sewer and paving improvements and associated plan work detailed in the plans entitled “Metering Manhole and Sampling Building Phase 1” (“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

Title: _____

Title: Executive Vice-President

Date: _____

Date: May 14, 2026

Signed: _____

Signed:  _____

Address for giving notices:

Address for giving notices:

333 S. 21st Street
Suite 102
Lincoln, NE 68510

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.

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

Engineer's Services

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.

METERING MANHOLE & SAMPLING BUILDING PHASE 1

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 is 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

- Phase 1 construction duration is set at 60 calendar day duration for substantial completion. Final completion is to be achieved in 92 calendar days.
- Construction inspection is anticipated to take 30 working days for the sanitary sewer system and 10 days for the pavement portion of the project. We anticipate part time inspection (up to 4 hours a day) during those working days.

3. PROJECT DESCRIPTION

- Phase 1 is principally the installation of three owner-purchased polymer concrete manholes plus 80' of interconnecting piping. The combined Phases 1 and 2 (two projects) are solely for the purpose of measuring and sampling the process wastewater from the DARI LLC facility (currently under construction) before the discharged process wastewater enters the City's conveyance system.

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

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 inspection firm.
- B. Mobilize a construction inspection team on site for the construction of the sanitary sewer and paving activities.
- C. Maintain project field diaries, accurate quantities, files and records.
- D. Construction progress photos
- E. Complete daily report for each day on-site.
- F. Monitor the contractors' activities for compliance with the plans and specifications.
- G. Review work zone traffic control devices each day on-site.
- H. Conduct bi-weekly meetings (Construction Progress Meetings) with the contractor. Four (4) meetings are included in this scope.
- I. Draft change orders as needed. One (1) change order is included in this scope
- J. Review and recommend contractor's pay applications on a monthly basis. Three (3) pay application reviews are included in this scope.
- K. Perform materials testing in accordance with the project specifications.
- L. Review and forward contractor submittals and RFI's to the engineer*
- M. Perform construction staking as follows:
 - 1. Re-establish control
 - 2. Stake removals
 - 3. Stake sanitary sewer and manholes
 - 4. Stake paving

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

**Construction Engineering Services
Metering Manhole and Sampling Building Phase 1**

City of Seward

BREAKDOWN OF COSTS

PROJECT TASK & PERSONNEL CLASSIF	ESTIMATED HOURS	STANDARD RATE	ESTIMATED TOTAL
<u>I. Preconstruction Phase</u>			
SENIOR ENGINEER	3	\$205.00	\$615
PROJECT REPRESENTATIVE	7	\$120.00	\$840
FIELD TECHNICIAN II	0	\$95.00	\$0
RLS	0	\$165.00	\$0
CADD TECHNICIAN	0	\$90.00	\$0
2 MAN SURVEY CREW	0	\$205.00	\$0
ADMINISTRATIVE SUPPORT	0	\$90.00	\$0
		TASK TOTAL	\$1,455
<u>II. Construction Phase</u>			
SENIOR ENGINEER	27	\$205.00	\$5,535
PROJECT REPRESENTATIVE	249	\$120.00	\$29,880
FIELD TECHNICIAN II	4	\$95.00	\$380
RLS	6	\$165.00	\$990
CADD TECHNICIAN	8	\$90.00	\$720
2 MAN SURVEY CREW	33	\$205.00	\$6,765
ADMINISTRATIVE SUPPORT	0	\$90.00	\$0
		TASK TOTAL	\$44,270
<u>III. Construction Closeout</u>			
SENIOR ENGINEER	7	\$205.00	\$1,435
PROJECT REPRESENTATIVE	17	\$120.00	\$2,040
FIELD TECHNICIAN II	0	\$95.00	\$0
RLS	0	\$165.00	\$0
CADD TECHNICIAN	0	\$90.00	\$0
2 MAN SURVEY CREW	0	\$205.00	\$0
ADMINISTRATIVE SUPPORT	0	\$90.00	\$0
		TASK TOTAL	\$3,475

Continued Next Page

IV. Project Management

SENIOR ENGINEER	15	\$205.00	\$3,075
PROJECT REPRESENTATIVE	0	\$120.00	\$0
FIELD TECHNICIAN II	0	\$95.00	\$0
RLS	0	\$165.00	\$0
CADD TECHNICIAN	0	\$90.00	\$0
2 MAN SURVEY CREW	0	\$205.00	\$0
ADMINISTRATIVE SUPPORT	0	\$90.00	\$0
		TASK TOTAL	\$3,075

Sub-Total

\$52,275

REIMBURSABLES

	No.	Rate (\$)	
Plan Sets	4	\$20.00	\$ 80.00
Mileage	2700	\$ 0.725	\$ 1,957.50
Other			\$ -
Other			\$ -
Sub-Total			\$ 1,957.50

TOTAL ESTIMATED FEE

\$ 54,232.50

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

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 \$54,232.50
 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

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).

PRODUCER FNIC P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME: Deanne Beltz-Sund		
	PHONE (A/C. No. Ext): 402-861-7000	FAX (A/C. No):	
E-MAIL ADDRESS: deanne.beltz@fnicgroup.com			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED The Schemmer Associates Inc. 1044 North 115th Street, Suites 200 & 300 Omaha NE 68154	INSURER A : Continental Casualty Co.		20443
	INSURER B : Continental Insurance Company		35289
	INSURER C : Valley Forge Insurance Co.		20508
	INSURER D :		
	INSURER E :		
INSURER F :			

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	AUTOMOBILE LIABILITY <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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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

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

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.

- B. Consideration of a Recommendation to Award a Construction Contract for the Metering Manhole & Sampling Building Project to Van Kirk Bros. Contracting in the Amount of \$311,520.25 - City Engineer Oneby



Building a Better World
for All of Us®

May 8, 2026

RE: Seward, Nebraska
Metering Manhole & Sampling Building - Phase 1
SEH No. SEWAC 163917 14.00

Honorable Mayor and City Council
Mr. Michael Oneby
City of Seward
537 Main Street
Seward, NE 68434

Dear Mr. Oneby:

Bids were opened at City Hall at 10:00 a.m. on May 7, 2026, for the above-referenced improvement. A total of 2 bids were received ranging between \$311,520.25 and \$394,708.00. The low bid was submitted by Van Kirk Bros. Contracting of Sutton, Nebraska in the amount of \$311,520.25. A complete tabulation of bids is enclosed.

We know of no reason the project should not be awarded to the low bidder for the amount of \$311,520.25.

Please contact me if you have any questions.

Sincerely,

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

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

mrB

Enclosure

c: Cameron Bruce, SEH
Brandon Koll, City of Seward

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Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 2351 Connecticut Avenue, Suite 300, Sartell, MN 56377-2485

320.229.4300 | 800.572.0617 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action—Equal Opportunity Employer



TABULATION OF BIDS

SEH NO.: SEWAC 163917
 NAME: METERING MANHOLE & SAMPLING BUILDING - PHASE 1
 OWNER: CITY OF SEWARD, NEBRASKA
 BID DATE: 10:00 A.M., THURSDAY, MAY 7, 2026

ITEM	NDOT	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		¹ VAN KIRK BROS.		² CROSSLAND	
					UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	0005.01	TRAFFIC CONTROL	LS	1.00	\$10,000.00	\$10,000.00	\$2,200.00	\$2,200.00	\$4,900.00	\$4,900.00
2	0030.00	MOBILIZATION/DEMOBILIZATION	LS	1.00	\$32,700.00	\$32,700.00	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00
3	4016.0	CONSTRUCT 48" DROP MANHOLE MH-01	LS	1.00	\$22,300.00	\$22,300.00	\$24,650.00	\$24,650.00	\$32,000.00	\$32,000.00
4	4016.0	CONSTRUCT 48" STANDARD MANHOLE MH-02	LS	1.00	\$15,800.00	\$15,800.00	\$16,350.00	\$16,350.00	\$17,500.00	\$17,500.00
5	4015.0	ADJUST MANHOLE TO GRADE	EA	2.00	\$500.00	\$1,000.00	\$295.00	\$590.00	\$1,300.00	\$2,600.00
6		CONSTRUCT 96" METERING MANHOLE	LS	1.00	\$78,400.00	\$78,400.00	\$118,650.00	\$118,650.00	\$75,000.00	\$75,000.00
7	3016.21	CONCRETE CLASS 47B-3000 SIDEWALK, 4"	SY	60.00	\$150.00	\$9,000.00	\$75.00	\$4,500.00	\$160.00	\$9,600.00
8		CONCRETE EQUIPMENT PADS	LS	1.00	\$1,900.00	\$1,900.00	\$925.00	\$925.00	\$2,900.00	\$2,900.00
9	7110.20	CHAIN LINK FENCE	LF	110.00	\$150.00	\$16,500.00	\$86.25	\$9,487.50	\$105.00	\$11,550.00
10		CONCRETE MOW EDGE	LF	110.00	\$20.00	\$2,200.00	\$18.05	\$1,985.50	\$30.00	\$3,300.00
11		PEDESTRIAN GATES	EA	2.00	\$1,700.00	\$3,400.00	\$1,150.00	\$2,300.00	\$1,400.00	\$2,800.00
12		20" PVC C905 DR25 PIPING AND ACCESSORIES	LF	24.00	\$270.00	\$6,480.00	\$224.00	\$5,376.00	\$475.00	\$11,400.00
13		12" PVC SDR26 PIPING AND ACCESSORIES	LF	56.00	\$300.00	\$16,800.00	\$305.00	\$17,080.00	\$400.00	\$22,400.00
14		12" EPOXY LINED DIP PIPING AND ACCESSORIES	LS	1.00	\$14,800.00	\$14,800.00	\$12,775.00	\$12,775.00	\$19,700.00	\$19,700.00
15		SAMPLING BUILDING INTERIOR DRAIN PIPING, FLOOR DRAIN AND VENT PIPING	LS	1.00	\$4,500.00	\$4,500.00	\$5,245.00	\$5,245.00	\$10,400.00	\$10,400.00
16		SAMPLING BUILDING CONCRETE FOUNDATION, FLOOR SLAB, AND STOOP	LS	1.00	\$43,600.00	\$43,600.00	\$17,750.00	\$17,750.00	\$34,500.00	\$34,500.00
17		EXCAVATION SHORING	LS	1.00	\$30,000.00	\$30,000.00	\$16,125.00	\$16,125.00	\$30,800.00	\$30,800.00
18		SAMPLE CONTAINMENT PIPING	LS	1.00	\$2,300.00	\$2,300.00	\$3,175.00	\$3,175.00	\$7,000.00	\$7,000.00
19		1 INCH PVC SCH 40 CONDUIT	LF	180.00	\$10.00	\$1,800.00	\$12.30	\$2,214.00	\$15.00	\$2,700.00
20		1 1/2 INCH PVC SCH 40 CONDUIT	LF	50.00	\$20.00	\$1,000.00	\$21.25	\$1,062.50	\$25.00	\$1,250.00
21		ELECTRICAL CONDUIT TRENCH AND BACKFILL	LF	100.00	\$16.00	\$1,600.00	\$9.35	\$935.00	\$10.00	\$1,000.00
22		RIGID GALVANIZED TRANSITION TO ABOVE GRADE	EA	12.00	\$200.00	\$2,400.00	\$254.00	\$3,048.00	\$300.00	\$3,600.00
23		LIGHT POLE CONCRETE BASE	LS	1.00	\$1,400.00	\$1,400.00	\$2,950.00	\$2,950.00	\$3,500.00	\$3,500.00
24		CORE DRILL L METERING MANHOLE FOR ELECTRICAL CONDUIT	EA	3.00	\$500.00	\$1,500.00	\$445.00	\$1,335.00	\$500.00	\$1,500.00
25	3075.36	8" DOWELED CONCRETE PAVEMENT, CLASS 47B-3500	SY	101.00	\$200.00	\$20,200.00	\$143.75	\$14,518.75	\$180.00	\$18,180.00
26	8029.25	4" FOUNDATION COURSE	SY	136.00	\$40.00	\$5,440.00	\$23.50	\$3,196.00	\$25.00	\$3,400.00
27		CRUSHED ROCK SHOULDER CONSTRUCTION	SY	20.00	\$50.00	\$1,000.00	\$23.50	\$470.00	\$65.00	\$1,300.00
28		EARTH SHOULDER CONSTRUCTION	SY	60.00	\$40.00	\$2,400.00	\$8.85	\$531.00	\$50.00	\$3,000.00
29	9173.20	8" SUBGRADE PREPARATION	SY	136.00	\$20.00	\$2,720.00	\$4.50	\$612.00	\$18.00	\$2,448.00
30		CONCRETE HEADER	LF	56.00	\$100.00	\$5,600.00	\$26.50	\$1,484.00	\$80.00	\$4,480.00
GRAND TOTAL BID						\$358,740.00		\$311,520.25		\$394,708.00

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Building a Better World
for All of Us®

BIDS RECEIVED

Metering Manhole & Sampling Building - Phase 1

Seward, Nebraska

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

SEH No. SEWAC 163917

Bid Date: 10:00 a.m., Thursday, May 7, 2026

Bidder	Addendum Acknowledged	5% Bid Bond	List of Proposed Subcontractors 00 43 36	List of Proposed Suppliers 00 43 37	List of Project References 00 44 14	Bidders Proof of Responsibility 00 45 17	Affidavit of Non-Collusion 00 45 19	Grand Total Bid
BUILDING CRAFTS, INC. RED OAK, IA								
CROSSLAND HEAVY CONTRACTORS COLUMBUS, KS	1, 2, 3 acknowledged	✓ signed	✓	✓	✓	✓	✓ signed	\$ 394,708.00
GENERAL EXCAVATING, LLC LINCOLN, NE								
K2 CONSTRUCTION LINCOLN, NE								
MC WELLS CONTRACTING, LLC OMAHA, NE								
<i>Van Kirk Brothers Contracting</i>	1, 2 *Bid form	✓ signed only	Received					\$ 311,520.25

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Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 15750 West Dodge Road, Suite 304, Omaha, NE 68118-2535

402.513.8200 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action—Equal Opportunity Employer

SEH:

The Bid is to be submitted on photocopies of this Bid Form and the attachments provided

DOCUMENT 00 41 00

REVISED BID FORM (04/28/2026)

Total Amount of Bid \$ 311,520²⁵

Contractor's Name Van Kirk Bros. Contracting

Telephone (402) 773-5250

PROJECT IDENTIFICATION: **Metering Manhole & Sampling Building – Phase 1**
Seward, Nebraska
SEH No. SEWAC 163917

BIDS TO BE OPENED: **10:00 a.m., Thursday, May 7, 2026**

TABLE OF ARTICLES

Article 1 – Bid Recipient	1
Article 2 – Attachments to this Bid	1
Article 3 – Basis of Bid	2
Article 4 – Time of Completion	3
Article 5 – Bidder's Acknowledgements: Acceptance Period, Instructions, and Receipt of Addenda	3
Article 6 – Bidder's Representation and Certifications	3
Article 7 – Defined Terms	4
Article 8 – Special Provisions	4
Article 9 – Bid Submittal	10

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: **City of Seward**
 c/o Michael Oneby
 537 Main Street
 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 – ATTACHMENTS TO THIS BID

- 2.01 The following documents are attached to and made a condition of this Bid:
- A. Document 00 43 00 - Bid Bond
 - B. Document 00 43 36 - List of Proposed Subcontractors.
 - C. Document 00 43 37 - List of Proposed Suppliers.
 - D. Document 00 44 14 - List of Project References.
 - E. Document 00 45 17 - Required Bidder Qualification Statement with supporting data.
 - F. Document 00 45 19 - Affidavit of Non-Collusion.
 - G. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids.

ARTICLE 3 – BASIS OF BID

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

UNIT PRICE BID						
Item No.	NDOT No.	Description	Unit	Estimated Quantity	Unit Price	Amount
1	0005.01	TRAFFIC CONTROL	LS	1	#2.200 ⁰⁰	#2,200 ⁰⁰
2	0030.00	MOBILIZATION/DEMOBILIZATION	LS	1	#20,000 ⁰⁰	#20,000 ⁰⁰
3	4016.0	CONSTRUCT 48" DROP MANHOLE MH-01	LS	1	#24,650 ⁰⁰	#24,650 ⁰⁰
4	4016.0	CONSTRUCT 48" STANDARD MANHOLE MH-02	LS	1	#16,350 ⁰⁰	#16,350 ⁰⁰
5	4015.0	ADJUST MANHOLE TO GRADE	EA	2	#295 ⁰⁰	#590 ⁰⁰
6		CONSTRUCT 96" METERING MANHOLE	LS	1	#118,650 ⁰⁰	#118,650 ⁰⁰
7	3016.21	CONCRETE CLASS 47B-3000 SIDEWALK, 4"	SY	60	#75 ⁰⁰	#4,500 ⁰⁰
8		CONCRETE EQUIPMENT PADS	LS	1	#925 ⁰⁰	#925 ⁰⁰
9	7110.20	CHAIN LINK FENCE	LF	110	#86 ²⁵	#9,487 ⁵⁰
10		CONCRETE MOW EDGE	LF	110	#18 ⁰⁵	#1,985 ⁵⁰
11		PEDESTRIAN GATES	EA	2	#1.150 ⁰⁰	#2.300 ⁰⁰
12		20" PVC C905 DR25 PIPING AND ACCESSORIES	LF	24	#224 ⁰⁰	#5,376 ⁰⁰
13		12" PVC SDR26 PIPING AND ACCESSORIES	LF	56	#305 ⁰⁰	#17,080 ⁰⁰
14		12" EPOXY LINED DIP PIPING AND ACCESSORIES	LS	1	#12,775 ⁰⁰	#12,775 ⁰⁰
15		SAMPLING BUILDING INTERIOR DRAIN PIPING, FLOOR DRAIN AND VENT PIPING	LS	1	#5,245 ⁰⁰	#5,245 ⁰⁰
16		SAMPLING BUILDING CONCRETE FOUNDATION, FLOOR SLAB, AND STOOP	LS	1	#17,750 ⁰⁰	#17,750 ⁰⁰
17		EXCAVATION SHORING	LS	1	#16,125 ⁰⁰	#16,125 ⁰⁰
18		SAMPLE CONTAINMENT PIPING	LS	1	#3,175 ⁰⁰	#3,175 ⁰⁰
19		1 INCH PVC SCH 40 CONDUIT	LF	180	#12 ³⁰	#2,214 ⁰⁰
20		1 1/2 INCH PVC SCH 40 CONDUIT	LF	50	#21 ²⁵	#1,062 ⁵⁰
21		ELECTRICAL CONDUIT TRENCH AND BACKFILL	LF	100	#9 ³⁵	#935 ⁰⁰
22		RIGID GALVANIZED TRANSITION TO ABOVE GRADE	EA	12	#254 ⁰⁰	#3,048 ⁰⁰
23		LIGHT POLE CONCRETE BASE	LS	1	#2,950 ⁰⁰	#2,950 ⁰⁰
24		CORE DRILL L METERING MANHOLE FOR ELECTRICAL CONDUIT	EA	3	#445 ⁰⁰	#1,335 ⁰⁰
25	3075.36	8" DOWELED CONCRETE PAVEMENT, CLASS 47B-3500	SY	101	#143 ⁷⁵	#14,518 ⁷⁵
26	8029.25	4" FOUNDATION COURSE	SY	136	#23 ⁵⁰	#3,196 ⁰⁰
27		CRUSHED ROCK SHOULDER CONSTRUCTION	SY	20	#23 ⁵⁰	#470 ⁰⁰
28		EARTH SHOULDER CONSTRUCTION	SY	60	#8 ⁸⁵	#531 ⁰⁰
29	9173.20	8" SUBGRADE PREPARATION	SY	136	#4 ⁵⁰	#612 ⁰⁰
30		CONCRETE HEADER	LF	56	#26 ⁵⁰	#1,484 ⁰⁰
GRAND TOTAL BID					#311,520²⁵	

Unit Prices have been computed in accordance with Paragraph 13.03 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 4 – TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5 – BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidder
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security.
- 5.03 Receipt of Addenda
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
1	April 15, 2026
2	April 28, 2026

ARTICLE 6 – BIDDER’S REPRESENTATION AND CERTIFICATIONS

- 6.01 Bidders Representations
 - A. In submitting this Bid, Bidder represents that:
 - 1. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents.
 - 2. Bidder has visited the site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.
 - 4. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - 5. Bidder has carefully studied reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - 6. Bidder has considered the information known to Bidder itself; 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 any 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, and (3) Bidder's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder certifies that:

A. The Bidder certifies the following:

1. 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;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 7.02.A:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "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;
 - c. "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
 - d. "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 7 – DEFINED TERMS

7.01 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 – SPECIAL PROVISIONS

8.01 GENERAL CONTRACT REQUIREMENTS:

- A. This project will utilize Nebraska Department of Transportation Standard Plans and Specifications.
- B. All sanitary sewer related construction will utilize the 2023 City of Lincoln Standard Specifications for Municipal Construction and 2023 Lincoln Standard Plans (LSP).

- C. These Special Provisions amend or supplement the Nebraska Department of Transportation Standard Specifications for Highway Construction, 2017 Edition, and other provisions of the Contract Documents as indicated herein. All provisions that are not so amended or supplemented via these special provisions remain in full force and effect.
- D. The Contractor shall not take advantage of any apparent error, discrepancy or omission in the plan, specifications or geotechnical reports. Upon discovery of such an error, discrepancy or omission, the Contractor shall notify the City's representative immediately. The City's Representative will then make such corrections or interpretations as necessary to fulfill the intent of the plans and specifications. Materials or work described in words which, so applied, have known technical or trade meaning shall be held to refer to such recognized standards.
- E. Figured dimensions on the plans shall be taken as correct but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the City's Representative and the City's Representative's decision thereon shall be final. Correction of errors or omissions on the drawings or specifications may be made by the City's Representative when such correction is necessary for the proper execution of the work.

8.02 TRAFFIC CONTROL:

- A. Prior to construction, the Contractor shall submit a traffic control plan and construction schedule for road closure to the City Engineer for approval. The Contractor shall provide any project status changes or updated information to the Engineer on a daily basis.
- B. Total road closures to through traffic will be allowed on Walker Road during the period of construction. The Contractor will need to provide access to local traffic during construction. The Contractor will also need to identify a location to store materials and equipment during construction hours.
- C. All temporary traffic control items required for the project shall be supplied, installed and removed per NDOT Standard Specifications for Highway Construction. "TRAFFIC CONTROL" shall be paid for at the contract unit price bid per lump sum. The Contractor shall be responsible for determining the Traffic Control needs for the project, including all devices and personnel, and to develop the bid amount accordingly. This payment includes the set-up, maintenance, removal, and any traffic control devices required.

8.03 STATUS OF UTILITIES:

- A. Utility facilities, aerial and/or underground exist within this project. The Contractor shall avoid damaging any utility(s). Any such damage caused by Contractor, Contractor's employees, subcontractors, suppliers or agents will be the responsibility of Contractor to repair at Contractor's expense. No additional compensation will be allowed for protecting utility(s) or for repair of any damage caused by Contractor, Contractor's employees, subcontractors, suppliers or agents. Contractor shall coordinate utility relocation or reconstruction with the appropriate utility company. Any relocation work necessary will be concurrent with construction.

8.04 CITY OF SEWARD UTILITIES:

- A. The City of Seward has existing power, water mains, and sanitary sewers, within the limits of the project. Impacts to these utilities are not anticipated outside of improvements outlined within the plans. All work within this area which may impact public water, sewer, or power facilities will require coordination with the City of Seward Engineer and the City's Representative to minimize impact to daily activities.
- B. The Contractor shall notify the City of any unforeseen conflicts with power lines. The City of Seward shall be responsible for any relocation and/or structural support of power lines.
- C. The point of contact for the City of Seward is:
City of Seward Engineer
Contact: Michael Oneby, P.E.
Phone: (402) 643-4000

8.05 MATERIALS PROVIDED BY THE CONTRACTOR:

- A. The Contractor shall furnish all materials associated with the project unless otherwise noted in the Contract Documents.

8.06 MATERIALS PROVIDED BY THE OWNER:

- A. The following items will be furnished by the Owner:

1. 48" Drop Manhole MH-01
2. 48" Standard Manhole MH-02
3. 96" Metering Manhole
4. Manhole Accessories as shown in the Contract Documents

- B. The Contractor shall install all Owner furnished materials which shall be measured for payment as single units and shall be paid for at the contract unit price bid per each.

8.07 UNIT PRICE BID ITEMS:

- A. The following unit price bid items presented in Article 3 – Basis of Bid include the following work items as shown in the Contract Documents.

1. TRAFFIC CONTROL:
 - a. Traffic control procedures during construction at Walker Rd.
2. MOBILIZATION/DEMOBILIZATION:
 - a. Mobilization of equipment and materials during construction
 - b. Demobilization of equipment and materials during construction
3. CONSTRUCT 48" DROP MANHOLE MH-01:
 - a. Installation of Owner furnished MH-01
 - b. Excavation
 - c. Backfill
 - d. Subgrade preparation
 - e. 12" Compacted aggregate base
 - f. Cast-in-place concrete base
 - g. Composite frame, casting, and adjusting rings
 - h. Installation of Owner furnished manhole gaskets and joint wrap
 - i. Invert and bench installation with Owner furnished polymer grout
 - j. "Doghouse" around existing VCP piping with Owner furnished polymer grout
 - k. Miscellaneous concrete or grout placement
 - l. Connection of MH-01 to existing sanitary sewer piping
 - m. Sanitary sewer piping connections to Owner-furnished water-tight boots
4. CONSTRUCT 48" STANDARD MANHOLE MH-02:
 - a. Installation of Owner furnished MH-02
 - b. Excavation
 - c. Backfill
 - d. Subgrade preparation
 - e. 12" Compacted aggregate base
 - f. Composite frame, casting, and adjusting rings.
 - g. Installation of Owner furnished manhole gaskets and joint wrap
 - h. Invert installation with Owner furnished polymer grout
 - i. Miscellaneous concrete or grout placement

- j. Installation of plug to upstream pipe connection or Connection of MH-02 to sanitary sewer piping installed by others.
 - k. Sanitary sewer piping connections to Owner-furnished water-tight boots
5. ADJUST MANHOLE TO GRADE:
- a. Installation of manhole frame and casting
 - b. Installation of Owner-furnished manhole adjusting rings
6. CONSTRUCT 96" METERING MANHOLE:
- a. Installation of Owner furnished metering manhole
 - b. Excavation
 - c. Backfill
 - d. Subgrade preparation
 - e. 12" Compacted aggregate base
 - f. Davit crane and crane base
 - g. Hydrostatic seals
 - h. Vent piping and fittings
 - i. FRP grating
 - j. Installation of Owner-furnished FRP ladder.
 - k. Hatch drain piping installation to interior channel
 - l. Installation of Owner-furnished manhole gaskets and joint wrap installation
 - m. Cast-in-place concrete manhole collar and davit crane foundation
 - n. Installation of Owner furnished FRP rebar for manhole collar
 - o. Epoxy and rebar
 - p. Sanitary sewer piping connections to Owner-furnished water-tight boots
7. CONCRETE CLASS 47B-3000 SIDEWALK, 4":
- a. Subgrade preparation
 - b. 8" aggregate foundation course
 - c. Excavation
 - d. Backfill
 - e. 4" concrete walk
 - f. 1/2" expansion material
8. CONCRETE EQUIPMENT PADS:
- a. 1/2" expansion material
 - b. Equipment concrete pads
 - c. Epoxy and rebar
 - d. 6" aggregate foundation course
 - e. 8" granular material
 - f. Subgrade preparation
9. CHAIN LINK FENCE:
- a. Chain link fencing
 - b. Excavation
 - c. Backfill
 - d. Concrete foundations
 - e. Concrete mow edge
10. CONCRETE MOW EDGE
- a. Concrete mow edge as shown in detail

- b. ½" expansion material
11. PEDESTRIAN GATES:
- a. Pedestrian gates
 - b. Excavation
 - c. Backfill
 - d. Concrete foundations
12. 20" PVC C905 DR25 PIPING AND ACCESSORIES:
- a. 20" PVC C905 DR25 Sanitary sewer piping
 - b. Associated fittings
 - c. Pipe bedding material
 - d. Excavation
 - e. Backfill
13. 12" PVC SDR26 PIPING AND ACCESSORIES:
- a. 12" PVC DR26 Sanitary sewer piping
 - b. Associated fitting
 - c. Pipe bedding material
 - d. Excavation
 - e. Backfill
14. 12" EPOXY LINED DIP PIPING AND ACCESSORIES:
- a. 12" epoxy lined DIP Sanitary sewer piping
 - b. PVC to DIP transition coupling
 - c. 12" epoxy lined DIP tee fitting and accessories
 - d. 12" epoxy lined 90 degree elbow fitting and accessories
 - e. Miscellaneous concrete placement
 - f. Pipe bedding material
 - g. Excavation
 - h. Backfill
15. SAMPLING BUILDING INTERIOR DRAIN PIPING, FLOOR DRAIN AND VENT PIPING:
- a. Excavation
 - b. Backfill
 - c. Pipe bedding material
 - d. Geotextile fabric
 - e. Sanitary piping for sampling building
 - f. Connection to new 12" PVC sanitary piping with 12" x 4" PVC wye fitting
 - g. Sanitary vent piping for sampling building
 - h. Sampling building floor drain
16. SAMPLING BUILDING CONCRETE FOUNDATION, FLOOR SLAB, AND STOOP:
- a. Excavation
 - b. Backfill
 - c. Subgrade preparation
 - d. Aggregate foundation course
 - e. Cast-in-place concrete and reinforcement for foundation, building floor slab, and stoop
 - f. Piping penetrations
 - g. Rigid insulation
 - h. Vapor barrier
 - i. ½" expansion material

17. EXCAVATION SHORING:
 - a. Excavation shoring install and removal for excavations to avoid conflicts with existing utilities.
 - b. Associated with all excavations as part of this project.
18. SAMPLE CONTAINMENT PIPING:
 - a. 4" PVC SCH80 sample containment piping and fittings
 - b. Floor sleeve
 - c. Hydrostatic seals
 - d. Rigid insulation
 - e. Excavation
 - f. Backfill
 - g. Pipe bedding material
19. 1 INCH PVC SCH 40 CONDUIT:
 - a. 1" PVC underground conduits and stub-ups
20. 1 ½ INCH PVC SCH 40 CONDUIT:
 - a. 1 1/2" PVC underground conduits and stub-ups
21. ELECTRICAL CONDUIT TRENCH AND BACKFILL:
 - a. Excavation
 - b. Backfill
 - c. Compacted sand material
 - d. Polyethylene warning tape
22. RIGID GALVANIZED TRANSITION TO ABOVE GRADE:
 - a. Connection to PVC electrical conduit
 - b. Rigid galvanized transition to all above grade electrical conduits
23. LIGHT POLE CONCRETE BASE
 - a. Concrete light pole base with rebar
 - b. Grounding rod and accessories
 - c. Excavation
 - d. Backfill
24. CORE DRILL ELECTRICAL CONDUIT INTO METERING MANHOLE"
 - a. Core drill three electrical conduit through metering manhole wall
25. 8" DOWELED CONCRETE PAVEMENT, CLASS 47B-3500:
 - a. 8" concrete pavement
 - b. Tie bar and pins
 - c. Joint sealant
 - d. Construction joints
 - e. Excavation
 - f. Backfill
 - g. Connection of tie bars to existing concrete pavement including drilling and epoxy
26. 4" FOUNDATION COURSE:
 - a. 4" foundation course for concrete pavement only
27. CRUSHED ROCK SHOULDER CONSTRUCTION:
 - a. Crushed rock shoulder for concrete pavement only
28. EARTH SHOULDER CONSTRUCTION:
 - a. Earth shoulder for concrete pavement only

29. 8" SUBGRADE PREPARATION:

- a. 8" subgrade preparation for concrete pavement only

30. CONCRETE HEADER:

- a. Concrete header at longitudinal ends of concrete pavement

ARTICLE 9 – BID SUBMITTAL

9.01 The Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

A Joint Venture

Name of Joint Venturer: _____

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 - 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.)

A Corporation

Corporation Name: Van Kirk Sand & Gravel, Inc. d/b/a Van Kirk Bros. Contracting

State of Corporation: Nebraska

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

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

Name (typed or printed): James Simmerman

Title: Vice President (CORPORATE SEAL)

Attest: 
(Signature of Corporate Secretary)

Date of Qualification to do business in Nebraska is 7 / 24 / 1978
(State Where Project is Located)

Contact Information

Bidder's Business Address: 1200 W Ash Street, PO Box 585, Sutton, NE 68979

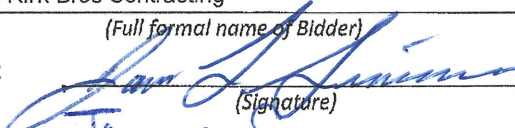
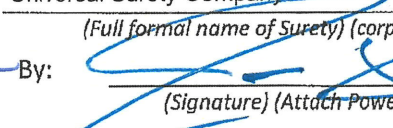
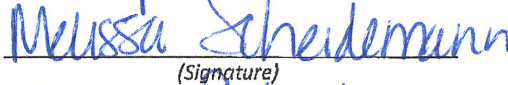

Phone: (402) 773-5250 Facsimile: (402) 773-5480 E-mail: jamie@vkbros.net

Submitted on May 7, 2026.

State Contractor License No. 28904. (If applicable)

END OF DOCUMENT

BID BOND (PENAL SUM FORM)

Bidder Name: Van Kirk Bros Contracting Address (<i>principal place of business</i>): P O Box 585 Sutton, NE 68979	Surety Name: Universal Surety Company Address (<i>principal place of business</i>): P.O. Box 80468 Lincoln, NE 68501
Owner Name: City of Seward Address (<i>principal place of business</i>): 537 Main St., PO Box 38, Seward, NE 68434	Bid Project (<i>name and location</i>): Metering Manhole and Sampling Building - Phase 1, Seward, NE Bid Due Date: May 7, 2026
Bond Penal Sum: Five Percent of the Amount Bid 5% Date of Bond: May 7, 2026	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Van Kirk Bros Contracting <small>(Full formal name of Bidder)</small>	Surety Universal Surety Company <small>(Full formal name of Surety) (corporate seal)</small>
By:  <small>(Signature)</small>	By:  <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>James Simmerman</u> <small>(Printed or typed)</small>	Name: <u>James M. King</u> <small>(Printed or typed)</small>
Title: <u>Vice President</u>	Title: <u>Attorney-in-Fact</u>
Attest:  <small>(Signature)</small>	Attest:  <small>(Signature)</small>
Name: <u>Melissa Scheidemann</u> <small>(Printed or typed)</small>	Name: <u>Karla Cram</u> <small>(Printed or typed)</small>
Title: <u>Witness</u>	Title: <u>Witness</u>
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	

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

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

James M. King or Tamala J. Hurlbut or Jacob J. Buss
or Thomas L. King, Lincoln, Nebraska or Seth Weedin, Gretna, Nebraska

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

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

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

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

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 26.

Carol J. Clark

UNIVERSAL SURETY COMPANY

Curtis L. Hartter

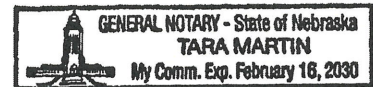


Secretary/Treasurer By
State of Nebraska }
County of } ss.
Lancaster

President

On this 16th day of February, 20 26, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin



My Commission Expires February 16, 2030.

Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.
Signed and sealed at the City of Lincoln, Nebraska this 7th day of May, 20 26.

Philip C. Abel

Director



LIST OF PROPOSED SUBCONTRACTORS

Company Sentry Electric Telephone No. 402-467-5550
Name of Contact Chris Allison
Address 3400 Gladstone St. Lincoln NE 68504
Type of Construction Electrical

Company American Fence Telephone No. 402-616-4035
Name of Contact Connor Goode
Address 3301 N 35th St Lincoln NE 68504
Type of Construction Fencing

Company MRL Crane Service Telephone No. 308-382-6031
Name of Contact Kaleb Lilienthal
Address 4331 Juergen Rd Grand Island NE 68801
Type of Construction Crane work

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Type of Construction _____

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Type of Construction _____

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Type of Construction _____

LIST OF PROPOSED SUPPLIERS

Company Lincoln Winwater Telephone No. 402-438-2988
Name of Contact Jered Kohl
Address 515 NW 27th St Lincoln NE 68528
Material/Equipment to be Supplied PVC & DIP Pipe and Fittings

Company Gerhold Concrete Telephone No. 402-643-3647
Name of Contact Kelley Hill
Address 548 S. 6th St Seward NE 68434
Material/Equipment to be Supplied Ready Mix Concrete

Company Fibergrate Composites Telephone No. 800-527-4043
Name of Contact Justin Coleman
Address 1234 Johnson Rd, Suite 366, Allen TX 75013
Material/Equipment to be Supplied FRP grate

Company Carroll Construction Supply Telephone No. 402-341-9941
Name of Contact Eric Helton
Address 21978 Platteview Rd Gretna NE 68028
Material/Equipment to be Supplied Reinforcing Steel

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Material/Equipment to be Supplied _____

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Material/Equipment to be Supplied _____

PROJECT REFERENCES

Below is a listing of the 5 most recent projects of a similar nature to this project which we have completed.

- 1. Contracting Agency City of North Platte
 Description of Work Install 12'x12' lift Station 20' deep 30" sewer
 Agency Representative Brent Burkland
 Title City Engineer Phone 308-530-1931 Date of Contract 10-29-2024
- 2. Contracting Agency City of Seward
 Description of Work Outfall Relocation incl. Meter Mahole
 Agency Representative Michael Oneby
 Title City Engineer Phone 414-336-5439 Date of Contract ≈ 10-20-2020
- 3. Contracting Agency Sarpy County Cities Wastewater Agency/Hawkins GC
 Description of Work Meter Manhole, gravity 36" sewer ; Force Mains
 Agency Representative Jeff Thompson
 Title Engineer Phone 402-415-6734 Date of Contract 6-6-2022
- 4. Contracting Agency Sustainable Beef /Schmeckle G.C.
 Description of Work Meter Manhole, lift Stations, 24" Gravity Sewer
 Agency Representative Wayne Schmeckle
 Title President Phone 970-867-4664 Date of Contract 8-26-2022
- 5. Contracting Agency Gray Construction G.C. - Piet Source Soubrowner
 Description of Work Meter Manhole, gravity sewers ; Site Utilities
 Agency Representative Adam Mays
 Title Project Manager Phone 606-454-6442 Date of Contract 7-22-2019

Name of Bidder Van Kirk Brothers Contracting
 By Steve Rogge Steve Rogge

AFFIDAVIT OF NON-COLLUSION

STATE OF Nebraska

COUNTY OF Clay

I Hereby swear (or affirm) under the penalty of perjury:

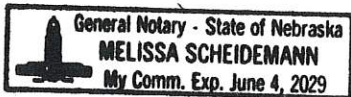
- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership) or an officer or employee of the bidder corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder individually and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit individual bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person, prior to any official opening of the bid or bids; and
- 4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Subscribed and sworn to before me this

11 day of May, 2026

Melissa Scheidemann
Notary

(Seal)



[Handwritten Signature]
Bidder's Signature

President
Title

Van Kirk Bros. Contracting
Company

DOCUMENT 00 45 17

BIDDERS PROOF OF RESPONSIBILITY

This Bidders Proof of Responsibility must be submitted in accordance with Article 3.01 of the Instructions to Bidders.

On all contracts, bidder must submit a full and complete statement sworn to before any officer authorized to administer oaths of financial ability, equipment, experience in the work prescribed, and such other matters as the municipality may require for the protection and welfare of the public.

The objective of the questionnaire is not to discourage bidding or make it difficult for qualified bidders to file bids. Neither is it intended to discourage beginning contractors. It is intended to make it possible for the Owner to have exact information on financial ability, equipment and experience involved in awarding contracts to parties unfamiliar to the Owner. Owner reserves the right to require additional information before awarding the contract in order to determine qualification for the work.

The contents of this questionnaire will be considered confidential.

This questionnaire is to be submitted to the following:

Attn: Colin Marcusen, PE
Short Elliott Hendrickson Inc.
320.229.4359
cmarcusen@sehinc.com

If the Owner is not satisfied with the sufficiency of the answers to the questionnaire a financial statement may be required or they may reject the bid or require additional information.

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder: Van Kirk Sand & Gravel, Inc. d/b/a Van Kirk Bros. Contracting
2. Bidder's Address: 1200 W. Ash Street, PO Box 585, Sutton, NE 68979
3. When Organized: July 24, 1978
4. Where Incorporated: Nebraska
5. How many years have you been engaged in the contracting business under the present firm name: 48
6. Contracts on hand (attach a list of present contracts, including a schedule as to estimate completion date and gross amount of each contract).
7. General character of work performed by your firm. underground utilities, boring, heavy highway, box culverts
8. Have you ever failed to complete any work awarded to you:
Yes _____ No X. If so, attach a statement detailing where and why.
9. Have you ever defaulted on a contract:
Yes _____ No X. If so, attach a statement detailing where and why.
10. Attach list of the more important contracts completed by your firm, including kind of work and approximate cost.

11. Attach list of your major equipment.
12. Attach a statement of your experience in the construction of work similar in scope to this project.
13. Attach statement of background and experience of the principal members of your personnel, including the officers.
14. Credit availability: Furnish written evidence, preferably from banks.
15. Additional information may also be submitted if desired.

model_year	manufacturer	make_model	description
			Miscellaneous Equipment
2005	Komatsu	Komatsu PC270	Komatsu PC270 LC-7 Excavator
2007	Komatsu	Komatsu PC400LC	Komatsu PC400LC-7E0 Excavator
2006	Caterpillar	CAT 304CR Mini	Caterpillar 304CR Mini Excavat
2007	Caterpillar	CAT 325DL	Caterpillar 325DL Excavator
2008	Caterpillar	CAT 320DL	Caterpillar 320DL Excavator
2007	CASE	CASE CX135SR #8	CASE CX135SR Excavator #8
2011	Caterpillar	CAT 329DL	Caterpillar 329DL Excavator
2012	Komatsu	Komatsu PC290L	Komatsu PC290LC-10 Excavator
2012	Komatsu	Komatsu PC360LC	Komatsu PC360LC-10 Excavator
2013	Komatsu	Komatsu PC290LC	Komatsu PC290LC-10 Excavator
2013	Caterpillar	CAT 336EL	Caterpillar 336EL Excavator
2012	Caterpillar	CAT 329EL	Caterpillar 329EL Excavator
2011	Caterpillar	CAT 336EL	Caterpillar 336EL Excavator
2008	Komatsu	Komatsu PC270LC	Komatsu PC270LC-8 Excavator
2011	Caterpillar	CAT 320DL Excav	Caterpillar 320DL Excavator
2012	Komatsu	Komatsu PC200LC	Komatsu PC200LC-8 Excavator
2014	Komatsu	Komatsu PC290LC	Komatsu PC290LC-10 Excavator
2014	Komatsu	Komatsu PC290LC	Komatsu PC290LC-10 Excavator
2015	Caterpillar	CAT 326FL Excav	Caterpillar 326FL Excavator
2017	Caterpillar	CAT 336FL	Caterpillar 336FL Excavator
2017	Caterpillar	CAT 326FL Excavator	Caterpillar 326FL Excavator
2016	Caterpillar	CAT 314ELCR Excavator	Caterpillar 314ELCR Excavator
2018	Caterpillar	CAT 336FL	Caterpillar 336FL Excavator
2016	Caterpillar	Bobcat E50 Mini Excavator	Bobcat E50 Mini Excavator
2019	Takeuchi	Takeuchi TB290 Excavator	Takeuchi TB290 Excavator
2017	Caterpillar	CAT 326FL	Caterpillar 326FL Excavator
	Caterpillar	CAT 305E2 MiniExcavator -DJJ	Caterpillar 305E2 Mini Excavat
	Caterpillar	CAT 308E2 MiniExcavator - DJJ	Caterpillar 308E2 Mini Excavat
2013	Caterpillar	CAT 320EL Excavator - DJJ	Caterpillar 320EL Excavator
2014	Caterpillar	CAT 329EL Excavator - DJJ	Caterpillar 329EL Excavator
2020	Caterpillar	CAT 330 Excavator	Caterpillar 330 Excavator
2021	Komatsu	Komatsu PC138USLC-11 Excavator	Komatsu PC138USLC-11 Excavator
2020	Caterpillar	CAT 320 Hydraulic Exca	Caterpillar 320 Hydraulic Exca
2019	Caterpillar	CAT 320 Hydraulic Exca	Caterpillar 320 Hydraulic Exca
2022	Caterpillar	CAT 340-08	Caterpillar 340-08 Excavato
2019	Caterpillar	CAT 320 Excavator	Caterpillar 320 Excavator
2022	Caterpillar	CAT 336-07 Excavator	Caterpillar 336-07 Excavator
2023	Caterpillar	CAT 330-07GC Excavator	Caterpillar 330-07GC Excavator
2023	Komatsu	Komatsu PC240LC-11 w/thumb 48"	Komatsu PC240LC-11 Excavator
2023	Caterpillar	CAT 306 Mini Excavator	Caterpillar 306 Mini Excavator
2024	Komatsu	Komatsu PC240LC-11 48" HDP Bkt	Komatsu PC240LC-11 Excavator
2024	Komatsu	Komatsu PC240LC-11 48" HDP Bkt	Komatsu PC240LC-11 Excavator
2023	Caterpillar	CAT 315GC Mini Excavator	Caterpillar 315GC Mini Excavat
2025	Caterpillar	CAT 313-07 Excavator	Caterpillar 313 Excavator
2025	Caterpillar	CAT 304 CR Mini Excavator	Caterpillar 304 CR Mini Excava
2024	Caterpillar	CAT 330GC Excavator	Caterpillar 330GC Excavator
2025	Caterpillar	CAT 323 Excavator	Caterpillar 323 Excavator
2012	Komatsu	Komatsu WA320PZ	Komatsu WA320PZ-6 Loader
2009	Caterpillar	CAT 950H Loader	Caterpillar 950H Loader
2013	Caterpillar	CAT 938K Loader	Caterpillar 938K Loader
2015	Komatsu	Komatsu WA270-7	Komatsu WA270-7 Loader
2015	Komatsu	Komatsu WA270-7	Komatsu WA270-7 Loader
2014	Caterpillar	CAT 938K Loader	Caterpillar 938K Loader
2013	Caterpillar	CAT 966K Loader	Caterpillar 966K Loader
2017	Caterpillar	CAT 926M Loader	Caterpillar 926M Loader
2018	Caterpillar	CAT 938M Loader	Caterpillar 938M Loader
2018	Caterpillar	CAT 926M Loader	Caterpillar 926M Loader
2018	Caterpillar	CAT 926M Loader	Caterpillar 926M Loader
2017	Caterpillar	CAT 926M Loader	Caterpillar 926M Loader
2013	JohnDeere	JD 524K Wheel Loader	John Deere 524K Wheel Loader

2013 Caterpillar	CAT 924K Loader - DJJ	Caterpillar 924K Loader
2015 Caterpillar	CAT 938K Loader - DJJ	Caterpillar 938K Loader
2023 Caterpillar	CAT 950M Loader	Caterpillar 950M Loader
2019 Caterpillar	CAT 972M Wheel Loader	Caterpillar 972M Wheel Loader
2025 Komatsu	Komatsu WA320-8 Wheel Loader	Komatsu WA320-8 Wheel Loader
2025 Komatsu	Komatsu WA320-8 Wheel Loader	Komatsu WA320-8 Wheel Loader
2008 Caterpillar	CAT 420E Loader	Caterpillar 420E 4x4 Loader
1994 Caterpillar	CAT 953B Track Loader	Caterpillar 953B Track Loader
2006 Caterpillar	CAT 953C Track Loader	Caterpillar 953C Track Loader
2004 Caterpillar	CAT 262B Skid	Caterpillar 262B Skid Loader
2004 Caterpillar	CAT 268B Skid	Caterpillar 268B Skid Loader
2016 Caterpillar	CAT 259D Skid	Caterpillar 259D Skid Loader
2016 Caterpillar	CAT 259D Skid	Caterpillar 259D Skid Loader
2014 JohnDeere	JD 333E Skid	John Deere 333E Skid Loader
2014 Caterpillar	CAT 259D Skid	Caterpillar 259D Skid Loader
2010 Caterpillar	CAT 279C Multi Skid	Caterpillar 279C MultiTerr
2019 Caterpillar	Bobcat BC T595 CTI Skidloader	Bobcat BC T595 CTI Skid Load
2013 Caterpillar	CAT 272D Skidloader - DJJ	Caterpillar 272D Skid Loader
2019 Caterpillar	CAT 289D 2 Spd Comp Track Load	Caterpillar 289D 2Spd Compacto
2019 Caterpillar	CAT 289D 2Spd Comp Track Load	Caterpillar 289D 2Spd Compacto
2015 Caterpillar	Caterpillar 289C Skid Loader	Caterpillar 289C Skid Loader
2023 Caterpillar	CAT 289D3 Compact Track Loader	Caterpillar 289D CompTrackLoad
2023 Caterpillar	CAT 289D3 Compact Track Loader	Caterpillar 289D CompTrackLoad
2024 Caterpillar	CAT 289D3 Compact Track Loader	Caterpillar 289D3 Track Loader
2024 Caterpillar	CAT 289D3 Comp Track Loader	Caterpillar 289D3 Track Loader
2024 Caterpillar	CAT 289D3 Comp Track Loader	Caterpillar 289D3 Track Loader
2024 Caterpillar	CAT 289D3 Comp Track Loader	Caterpillar 289D3 Track Loader
2024 Caterpillar	CAT 289D3 Comp Track Loader	Caterpillar 289D3 Track Loader
2024 Caterpillar	CAT 265 Compact Track Loader	Caterpillar 265 CompTrackLoad
2025 Caterpillar	CAT 265-05 CompTrackLoad	Caterpillar 265 CompTrackLoad
2025 Caterpillar	CAT 265-05 CompTrackLoad	Caterpillar 265 CompTrackLoad
2024 Caterpillar	CAT 289D3 Compact Track Loader	Caterpillar 289D3 CompTrackLoa
2025 Caterpillar	CAT 255-05 Compact Track Load	Caterpillar 255 CompTrackLoade
2025 Caterpillar	CAT 265-05 CompTrackLoad	Caterpillar 265 CompTrackLoad
2025 Caterpillar	CAT 265-05 CompTrackLoad	Caterpillar 265 CompTrackLoad
1999 Caterpillar	CAT D6R Dozer	Caterpillar D6R Dozer
	DiamonRipper	DiamonRipper for CAT D6R Dozer
2012 Caterpillar	CAT D5K LPG Dozer	Caterpillar D5K LPG Dozer
1993 Caterpillar	CAT D6H II Dozer	Caterpillar D6H Series II Doze
2016 Caterpillar	CAT D6K2 LPG Dozer	Caterpillar D6K2 LPG Dozer
2021 Komatsu	Komatsu D71PXI-24 Dozer	Komatsu D71PXI-24 Dozer
2021 Komatsu	Komatsu D51PX-24 Dozer	Komatsu D51PX-24 Dozer
2024 Caterpillar	CAT D5 LGP Dozer	Caterpillar D5 LGP Dozer
2023 John Deere	John Deere 850L Crawler Dozer	John Deere 850L Crawler Dozer
2023 Caterpillar	CAT D3 Dozer	Caterpillar D3 Dozer
2001 Caterpillar	CAT CP-323C	Caterpillar CP-323C Compactor
1996 Caterpillar	CAT CP-323C	Caterpillar CP-323C Compactor
1986 Caterpillar	CAT CP-433	Caterpillar CP-433 Compactor
1998 Wacker	Wacker RD11A	Wacker RD11A Compactor/Roller
2006 Caterpillar	CAT CP-433E	Caterpillar CP-433E Compactor
2007 Rammax	Multiquip P35K2	Rammax P35K2B Compactor
2006 Caterpillar	CAT CP-323C	Caterpillar CP-323C Compactor
2005 Sakai	Sakai SC505T	Sakai SV505T Vib Pad Compactor
2003 Caterpillar	CAT 815C Compac	Caterpillar 815F Compactor
2012 Bomag	Bomag BW213PDH	Bomag BW213PDH-40 Vibratory
2012 Caterpillar	CAT CS44 Vibrat	Caterpillar CS44 Vibratory
2017 HAMM	HAMM AP H5P Roller/Compactor	HAMM AG H5P Padfoot Roller/Com
2017 Bomag	Bomag BW177PDH-5 66" Roller	Bomag BW177PDH-5 66" Roller
2001 Caterpillar	CAT CP-433C	Caterpillar CP-433C SingleD
2022 Caterpillar	CAT CP56	Caterpillar CP56 Compactor
2000 Impact Roller Technology	Impact Roller T Impactor 2000	Impact Roller Technology 2000
2024 Caterpillar	CAT CS11 GC Vibratory Roller	Caterpillar CS11 GC Vibr Rolle

2026 Bomag Buffalo Holcomb	Bomag BW145 PDH-5 PL Single Dr Buff, Box Holcomb BoxBlad	Bomag BW145 PDH-5 PL Roller Buffalo Box Blade Pull Type Holcomb HL12 Feedlot Special
2003 Caterpillar	CAT 627G F00713	Caterpillar 627G Scraper 713
2003 Caterpillar	CAT 627G F00714	Caterpillar 627G Scraper 714
2003 Caterpillar	CAT 627G Scraper	Caterpillar 627G Scraper REBUI
1999 Caterpillar	CAT 627F Scraper	Caterpillar 627F Scraper
1999 Caterpillar	CAT 627F Scraper	Caterpillar 627F Scraper
1996 Caterpillar	CAT 621F Scraper	Caterpillar 621F Scraper
2006 Caterpillar	CAT 627G Scraper - DJJ	Caterpillar 627G Scraper
1997 Caterpillar	CAT 623B	Caterpillar 623B Water Wagon
2022 Ashland	1410E Pull Type	Ashland 1410E Pull Type Scrape
2015 Caterpillar	CAT 725C WaterWag w/Klein K500	Caterpillar 725C Water Wagon
2023 Caterpillar	CAT 627K Scraper	Caterpillar 627K Scraper
2024 Caterpillar	CAT 627K Scraper	Caterpillar 627K Scraper/GPS
1987 Caterpillar	CAT 140G	Caterpillar 140G Motorgrader
1998 Caterpillar	CAT 140H	Caterpillar 140H Motorgrader
2010 Caterpillar	CAT 120M VHP	Caterpillar 120M VHP Grader
2010 Caterpillar	CAT 140M VHP	Caterpillar 140M VHP Motorgrad
1996 Caterpillar	CAT 140H	Caterpillar 140H Motorgrader
2016 Caterpillar	CAT 160M2AWD Motorgrader	Caterpillar 160M3AWD Motorgrad
2024 Caterpillar	CAT 160 Motorgrader	Caterpillar 160 Motorgrader
2024 Caterpillar	CAT 150-15 AWD Motor Grader	Caterpillar 150-15 AWD MotorGr
2005 Ford	Ford Super Duty F350	Ford Super Duty F350 Pickup
2014 Ford	Ford Super Duty F250	Ford Super Duty F250 Pickup
2002 Peterbilt	Peterbilt Conventional 357	Peterbilt 357 Truck Tractor
2004 Peterbilt	Peterbilt Conventional 378	Peterbilt 378 Truck Tractor
2007 Peterbilt	Peterbilt Conventional 379	Peterbilt 379 Truck Tractor
2007 Peterbilt	Peterbilt Conventional 385	Peterbilt 385 Truck Tractor
2007 Peterbilt	Peterbilt Conventional 385	Peterbilt 385 Truck Tractor
2007 Freightliner	Freighliner Conventional Colum	Freightliner Columbia Truck Tr
2011 Peterbilt	Peterbilt 388	Peterbilt 388 Truck Tactor
2011 Peterbilt	Peterbilt 386	Peterbilt 386 Truck Tractor
2020 WesternStar	WesternStar Conventional4700SF	Western Star 4700SF Truck Trac
2020 WesternStar	WesternStar Conventional4700SF	Western Star 4700SF Truck Trac
2020 WesternStar	WesternStar Conventional4700SF	Western Star 4700SF Truck Trac
2020 WesternStar	WesternStar Conventional4700SF	Western Star 4700SF Truck Trac
2023 Western Star	Western Star 47X	Western Star 47X Truck Tractor
2024 Peterbilt	Peterbilt 567	Peterbilt 567 Truck Tractor
2024 Peterbilt	Peterbilt 567	Peterbilt 567 Truck Tractor
2024 Mack	MACK GR64FT	Mack GR64FT Truck Tractor
2025 Western Star	Western Star 49X	Western Star 49X Truck Tractor
2025 Western Star	Western Star 49X	Western Star 49X Truck Tractor
2026 Western Star	Western Star 47X Truck Tractor	Western Star 47X Truck Tractor
2026 Western Star	Western Star 47X Truck Tractor	Western Star 47X Truck Tractor
2026 Western Star	Western Star 47X Truck Tractor	Western Star 47X Truck Tractor
2012 International	IH 4300 Rolloff Straight Tr	International 4300 Rolloff
2002 GMC	GMC Conventional C7H042	GMC C-Series C7H042 Dump Truck
1999 Freightliner	Freightliner Conventional FL70	Freightliner FL70 Dump Truck
2009 MACK	Mack Conventional GU700	MACK GU700 Dump Truck
2007 Kenworth	Kenworth Conventional T300	Kenworth T300 Dump Truck
2006 Mack	MACK CV713 Dump	Mack CV713 Granite Dump Box
2017 Caterpillar	CAT CT660 Dump Truck	Caterpillar CT660 Dump Truck
2025 Western Star	Western Star 47X Dump Truck	Western Star 47X Dump Truck
1999 GMC	GMC C-Series C6H042 Conventio	GMC C-Series C6H042 Tool Van
2008 H & H	H & H Enclosed Double Axle	H & H Enclosed Trailer
2007 H & H	H & H 4 Wheel Cargo Trailer	H & H Cargo Trailer
2002 GMC	GMC Conventio C-Series C7H042	GMC C-Series C7H042 Van
2003 Chevrolet	Chevy WT5 Tilt Cab	Chevrolet WT5 Tilt Cab Van
2000 May	May Utility Trailer	May Utility Trailer Enclosed
2005 DCTDCSA	DCT DC612SA 6X12 Cargo Trailer	DCT DC612SA Enclosed Trailer
2006 GMC	GMC Savana Cutaway G3500	GMC G3500 Savana Cutaway Van

1999 International	International Conventional 4700	International 4700 Van Truck
2011 H & H	H & H TC162 Trailer	H & H Enclosed TC162 Trailer
2016 CargoMate	CargoMate EHW716TA2 Utility TI	CargoMate EHW716TA2 Enclo Trlr
2016 RoyalCargo	Royal Cargo RWT 7x16 TA2 Enclo	Royal Cargo RWT TA2 Enclosed T
2016 RoyalCargo	Royal Cargo RWT 7x16 TA2 Enclo	Royal Cargo RWT TA2 Enclosed T
1989 American	American A655 Dbl Axle Van Uti	American A655 T/A Van Trailer
2017 H & H	H & H Enclosed Fuel/Lube Dbl A	H & H Enclosed Fuel/Lube Trail
2018 H & H	H & H Trailer Tandem Axle Encl	H & H Fuel/Lube Trailer
2019 H & H	H & H H10120FTCHV-100 Enclosed	H & H H10120FTCHV-100 Enclosed
2003 Evans	Evans Bumper Hitch Tank Chassi	Evans Bumper Hitch Enclosed Tr
2024 H & H	H & H 7x16 Enclosed Cargo Trai	H & H 7x16 Enclosed Cargo Trai
2024 H & H	H & H 7x16 Enclosed Cargo Trai	H & H 7x16 Enclosed Cargo Trai
1992 International	IH 8000 Series 8200 Vac Trk	International 8200 Vac Truck
2007 Freightliner	Freightliner Conventional Colu	Freightliner Columbia Vac Truc
1995 Mack	MACK 600 RD600	MACK RD600 Water Truck
2003 Cadillac	Cadillac 4DR Escalade Luxury	Cadillac Escalade Luxury
2002 Peterbilt	Peterbilt 330 W	Peterbilt 330 Water Truck
2020 Jeep	Jeep Grand Cherokee 4wd	Jeep Grand Cherokee SUV
2024 Mack Chassis/Mclaughlin Vac	MACK w/Mclaughlin VXT300 Vac	MACK w/Mclaughlin VXT300 Vac
2022 Kenworth	Kenworth T370 Water Truck	Kenworth T370 Water Truck
2024 Ford	Ford F750 4x2 Water Truck	Ford F750 4x2 Water Truck
2026 Western Star	Western Star 47X Water Truck	Western Star 47X Water Truck
2015 Kenworth	Kenworth T800 T/A Water Truck	Kenworth T800 T/A Water Truck
2016 Chevrolet	Chevy 2500HD Silverado Crew	Chevrolet 2500HD Silverado
2016 Ford	Ford Super Duty F250	Ford Super Duty F250 Pickup
2015 Chevrolet	Chevy 3500 Silverado	Chevrolet 3500 Silverado
2017 Chevrolet	Chevy 2500 Silverado	Chevrolet 2500 Silverado
2017 Ford	Ford Super Duty F250	Ford Super Duty F250 Pickup
2018 Ford	Ford Super Duty F150	Ford Super Duty F150 Pickup
2019 Chevrolet	Chevy 2500HD Silverado	Chevrolet 2500HD Silverado
2019 Chevrolet	Chevy 3500 Silverado	Chevrolet 3500 Silverado
2019 Chevrolet	Chevy 2500HD Silverado	Chevrolet 2500HD Silverado
2020 Chevrolet	Chevy 2500 Silverado 4wd crew	Chevrolet 2500 Silverado 4wd
2020 Chevrolet	Chevy 2500 Silverado	Chevrolet 2500 Silverado
2020 Chevrolet	Chev 2500 Silverado	20 Chev Silverado 2500 LTZ
2020 Chevrolet	Chev 1500 Silverado crew	Chevrolet 1500 Silverado cr
2020 Dodge	Dodge 3500 Ram Crew 4x4 diesel	Dodge 3500 Ram Crew 4x4 die
2019 Chevrolet	Chevy 2500 LS Crew 4x4	Chevrolet 2500 LS crew 4x4
2019 Chevrolet	Chevy 2500 Crew 4x4	Chevrolet 2500 Silverado Crew
2019 Chevrolet	Chevy 2500HD crew 4x4	Chevrolet 2500HD Silverado
2018 GMC	GMC 2500 Sierra Crew 4x4	GMC 2500 Sierra Crew 4x4
2021 Chevrolet	Chevy 3500 Silverado Util Box	Chevrolet 3500 Silverado
2020 Chevrolet	Chev 2500	Chevrolet 2500 Silverado re
2021 Chevrolet	Chev 1500 Silverado 4WD Crew.	Chevrolet 1500 Silverado 4w
2021 Chevrolet	Chev 1500 Crew LT 4WD	Chevrolet 1500 Crew LT 4WD
2022 Chevrolet	2500 LT Crew 4wd	Chevrolet 2500 LT Crew
2020 Chevrolet	Chevy HD CK30943 Cab & Chassie	Chevrolet HD CK30943 Flatbed
2020 Chevrolet	Chevy 2500 Silverado	Chevrolet 2500 Silverado
2022 Chevrolet	Chevy 2500 Silverado 4WD	Chevrolet 2500 Silverado
2023 Chevrolet	Chevy 3500 Silverado Crew	Chevrolet 3500 Silverado
2020 Chevrolet	Chevy 2500 Silverado	Chevrolet 2500 Silverado
2023 Chevrolet	Chevy 2500 Silverado CrewCab	Chevy 2500 Silverado CrewCab
2024 Chevrolet	Chevy 2500 Silver LTZ Crew 4wd	Chevrolet 2500 Silver LTZ Crew
2024 Chevrolet	Chevy 2500 Silverado Crew 4wd	Chevrolet 2500 Silverado Crew
2022 Ford	Ford F550 4wd SuperChassis XL	Ford F-550 4wd Super Chassis
2024 Chevrolet	Chevy Silverado 2500HD LT	Chevrolet 2500HD Silverado LT
2024 Chevrolet	Chevy Silverado 2500 Cust	Chevrolet 2500HD Silverado Cus
2024 Chevrolet	Chevy 3500 Silverado Utility	Chevrolet 3500 Silverado Utili
2024 Chevrolet	Chevy 2500 Silverado	Chevrolet 2500 Silverado
2024 Chevrolet	Chev 2500 Crew 4wd	Chevrolet 2500 Silverado
2023 Ford	Ford F150 Lariat Crew 4wd	Ford F150 Lariat
2024 Chevrolet	Chevy 3500 Silverado	Chevrolet 3500 Silverado

2018 Chevrolet		Chevrolet 2500 Silverado
2024 GMC	GMC 2500 Sierra	GMC 2500 Sierra
2020 Ford	Ford F550 Super Duty-hydmulch	Ford F550 Super Duty Hydromulc
2020 Ford	Ford F350 XLT	Ford F350 XLT Pickup
2024 GMC	GMC Crew Cab	GMC Crew Cab Pickup
2024 Chevrolet	Chevy 2500	Chevrolet 2500 Silverado
2024 Chevrolet	Chevy 2500	Chevrolet 2500 Silverado
2024 Chevrolet	Chevy 1500LT Trail Boss	Chevrolet 1500 Silverado LT
2024 Chevrolet	Chevy 2500HD Silverado LT	Chevrolet 2500HD Silverado LT
2024 Chevrolet	Chevy 2500HD Silverado	Chevrolet 2500HD Silverado
2024 Chevrolet	Chevy 3500HD Silverado	Chevrolet 3500HD Silverado
2024 Chevrolet	Chevy 2500 High Country	Chevrolet 2500 High Country
2024 Chevrolet	Chevy 2500HD Silverado	Chevrolet 2500HD Silverado
2024 Chevrolet	Chevy 2500LT Silverado	Chevrolet 2500LT Silverado
2024 Chevrolet	Chevrolet 2500 Silverado	Chevrolet 2500 Silverado
2025 Chevrolet	Chevrolet 2500 Silverado	Chevrolet 2500 Silverado
2025 Chevrolet	Chevrolet 2500 Silverado	Chevrolet 2500 Silverado
2025 Chevrolet	Chevrolet 3500HD Silverado	Chevrolet 3500HD Silverado
2025 Chevrolet	Chevrolet 1500 Silverado RST	Chevrolet 1500 Silverado RST
2026 Chevrolet	Chevy 2500 Silverado Crew Cab	Chevrolet 2500 Silverado Crew
2026 Chevrolet	Chevy 2500 Silverado Crew Cab	Chevrolet 2500 Silverado Crew
2026 Chevrolet	Chevy 2500 Silverado Crew Cab	Chevrolet 2500 Silverado Crew
1996 Mac-Lander	MacLander Trail	Mac-Lander 18FHWS Car Trail
2001 MacLander	MacLander 20TFHWB Flatbed	MacLander 20TFHWB Trailer
1967 Trailmobile	Trailmobile Tank	Trailmobile Fuel Tank Trailer
2000 Starlite	Starlite Flatbed	Starlite Flatbed Pipe Trailer
2000 United	United U716TA2T	United U716TA2T Trailer
2003 DCT(DressenCust)	DCT Double Axle	DCT Car Trailer (Dressen Cust)
2010 Kaufman	Kaufman D Tilt	Kaufman D Tilt Trailer
2010 Kaufman	Kaufman Double Axle	Kaufman Car Trailer
2010 Homemade	Homemade Trail	Homemade Trailer-Sign Trailer
2010 Homemade	Homemade Trail	Homemade Trailer-Sign Trailer
2005 RoadMaster	RoadMaster RMU816TA2 Utility	RoadMaster RMU816TA2 Utility T
Homemade	Welding Trailer	Homemade Welding Trailer
2013 DooLittle	DooLittle 4 Wheel Flatbed	DooLittle 82x22 Tilt Trailer
2014 Kaufman	Kaufman Tilt Tr	Kaufman Tilt Trailer
2014 Kaufman	Kaufman Tilt Tr	Kaufman Tilt Trailer
1978 Trailmobile	TrailmobileFuel	Trailmobile Fuel Trailer
2015 Lamar	Lamar TT08087	Lamar TT08087 Fuel Trailer
2015 Lamar	Lamar TT1010	Lamar TT1010 Fuel Trailer
2015 Kaufman	Kaufman Tilt-Tr	Kaufman Tilt Trailer
2016 Kaufman	Kaufman Tilt-Tr	Kaufman Tilt Trailer
2016 Kaufman	Kaufman P CarTr	Kaufman P Car Trailer
2016 Kaufman	Kaufman P CarTr	Kaufman P Car Trailer
2001 Reinke	Reinke Flatbed	Reinke Flatbed Trailer
2015 Lamar	Lamar K5600823	Lamar K5600823 Fuel Trailer
2015 Aluma	Aluma 7712HB	Aluma 7712HB UtilityTrailer
2016 Kaufman	Kaufman tilt tr	Kaufman D tilt trailer
1983 Homemade	Homemade Traile	Homemade Trailer/pickupbox
2016 Lamar	Lamar K1601025	Lamar K1601025 fuel trailer
1999 Homemade	Homemade Traile	Homemade Trailer/pickupbox
2012 Homemade	Homemade Traile	Homemade Trailer 8'x5'
2016 Lamar	Lamar K1601025	Lamar K1601025 Fuel Trailer
2018 Kaufman	Kaufman D Tilt Trailer	Kaufman DELUXE Tilt Trailer
2018 Kaufman	Kaufman D Tilt Trailer	Kaufman DELUXE Tilt Trailer
2016 Lamar	Lamar K1601027	Lamar K1601027 Fuel Trailer
2011 Finishline	Finishline TT7510 Tank Trailer	Finishline TT7510 Tank Trai
2019 Kaufman	Kaufman Tilt Trailer	Kaufman Tilt Trailer
2019 Kaufman	Kaufman Tilt Trailer	Kaufman Tilt Trailer
2019 Haulmark	Haulmark Trailer- TV enclosed	Haulmark Enclosed Trailer (
2021 Carry-On	Carry-On Trailer - welding	Carry-On Trailer (welding t

1997 Mega Corp
 2022 DH Farm Equipment
 2023 X-Star
 2023 Duo Lift T/A
 2023 X-Star
 2023 X-Star Trailers LLC
 1979 H & H Trailer Co
 2019 Kaufman
 2024 Doolittle
 2024 Friesen Trailers
 2024 Kaufman
 2015 Hull Trailers Inc
 2025 Boss
 2025 Boss
 2025 Boss
 2025 Boss
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 2025 Kaufman Trailers, LLC
 2025 Kaufman Trailers, LLC
 2025 Kaufman Trailers, LLC

Mega Corp MPT10-4 Stand Tank
 DH Trailers 960G
 X-Star 750G
 Assembled Pipe Trailer
 X-Star 990 Gallon T/A
 X-Star 750 gal Fuel Trailer
 H & H Utility Flatbed 5x10
 Kaufman Tilt Trailer
 Doolittle 84"x16' Utility Trai
 Friesen Deckover Flatbed
 Kaufman DELUXE Tilt Trailer
 Hull GD302 Gooseneck Flatbed
 Boss MT66072 Fuel Trailer
 Boss MT66072 Fuel Trailer
 Boss MT66072 Fuel Trailer
 Boss MT66072 Fuel Trailer
 Boss MT66072 Fuel Trailer
 Boss MT66072 Fuel Trailer
 Boss MT66072 Fuel Trailer
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 Kaufman DELUXE Tilt Car Traile
 Kaufman DELUXE Tilt Car Traile
 Kaufman DELUXE Tilt Car Traile

Mega Corp MPT10-4 WaterTrailer
 DH Trailers 960G T/A Fuel Trai
 X-Star 750G T/A Fuel Trailer
 Duo Lift Pipe Trailer - T/A
 X-Star 990 Gal Fuel Trailer
 X-Star 750 gal Fuel Trailer
 H & H Trailer Utility 5x10
 Kaufman Tilt Trailer
 Dolittle 84"x16' Utility Trail
 Friesen Deckover Flatbed Trail
 Kaufman DELUXE Tilt Trailer
 Hull GD302 Gooseneck Flatbed
 Boss MT660 Multi-tank Fuel Tra
 Boss MT660 Multi-Tank Fuel Tra
 Boss MT660 Multi-Tank Fuel Tra
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 Boss MT660 Multi-Tank Fuel Tra
 Kaufman DELUXE Tilt Car Traile
 Kaufman DELUXE Tilt Car Traile
 Kaufman DELUXE Tilt Car Traile
 Duo Lift Water Trailer
 Pipe Trailer - Homemade
 Water Trailer

1993 TrailKing
 2004 TrailKing
 1983 TrailKing
 2005 TrailKing
 2017 TrailKing
 TrailKing
 2021 TrailKing
 2014 Doonan
 2013 Transcraft
 2022 MTM
 2012 Sidump'r
 2013 Sidump'r
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Trail King LowB
 Trail King LowB
 Trail King Triple Axle Flatbed
 Trail King 110HD
 Trail King LowBoy
 Trail King Flip Axle
 Trail King TK110HDG Adv Lowboy
 Doonan 53' Combo Drop Deck Tra
 Transcraft 53' Flatbed Trailer
 MTM Midwest 26EL-QF-AR End Dum
 Sidump'r SDR325
 Sidump'r SDR325
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 Sidump'r 342
 Sidump'r SDR342
 Sidump'r SDR 342
 Sidump'r SDR 342.49 Side Dump
 Sidump'r SDR 342.49 Dump Trail
 Sidump'r Side Dump Trailer
 Sidump'r Side Dump Trailer
 McLaughlin MCL2
 McLaughlin MCL3
 Vermeer Mole
 American Augers
 Vermeer D6
 Vermeer M5.75
 Vermeer D24x40I
 Vermeer MX240
 Vermeer MX240
 Vermeer DCI F2 Locator
 McLaughlin MCL24B Boring Machi

Trail King 100HDG Lowboy Trail
 Trail King 110HDG Lowboy Trail
 Trail King Triple Axle Flatbed
 Trail King 110HDG Lowboy Trail
 Trail King Lowboy Trailer
 Trail King Flip Axle #6110
 Trail King 110HDG Advantage Tr
 Doonan 53' Combo Drop Deck Tra
 Transcraft 53' Flatbed Trailer
 MTM Midwest 26EL-QF-AR End Dum
 Sidump'r SDR325 Side Dump Trai
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 McLaughlin MCL2 Boring Machine
 McLaughlin MCL30B Boring Machi
 Vermeer Hammer Head Mole
 American Augers 36340S Boring
 Vermeer D6 Boring Machine
 Vermeer M5.75 Hammerhead Mole
 Vermeer D24x40II Boring Machin
 Vermeer MX240-713 Mix Tank
 Vermeer MX240 Mix Tank
 Vermeer DCI F2 Locator Pkg
 McLaughlin MCL24B Boring Machi

2021 Vermeer	Vermeer D24X40S3 Direct Drill	Vermeer D24X40S3 Directional
2000 Vermeer	Vermeer ST750A Mud Mix Tank	Vermeer ST750A Skid Mounted
2020 Vac-Tron	Vac-Tron LP573XDT Vac & Traile	Vac-Tron LP573XDT Vac & Traile
Vermeer	Vermeer D9X13III Base Unit	Vermeer D9x13 Series 3 DirDril
2023 DCI	DCI Flacon F2 Locator w/AF8	DCI Falcon F2 Locator w/AF8
2024 Vermeer	Vermeer LP873SDT w/boom	Vermeer LP873SDT VAC trailer
2026 Vermeer	Vermeer LP873SDT w/boom	Vermeer LP873SDT Vac Trailer
2004 JohnDeere	JD 4410	John Deere 4410 Tractor
1975 JohnDeere	JD 4630	John Deere 4630 Tractor
1991 JohnDeere	JD 4960	John Deere 4960 Front Whl Asst
JohnDeere	JD 4960	John Deere 4960 Tractor
1999 JohnDeere	JD 4600	John Deere 4600 Tractor
2013 JohnDeere	JD 6115	John Deere 6115D MFWD Tractor
1997 JohnDeere	JD 8300 Tractor - DJJ	John Deere 8300 Tractor
2012 CASE IH	CASE IH Steiger 3500 HD	CASE IH Steiger 3500HD 4WD Trac
2022 John Deere	JD 6130R w/Loader	John Deere 6130R Tract w/loade
2020 John Deere	John Deere 6155R MFWD Tractor	John Deere 6155R MFWD Tractor
2011 John Deere	John Deere 8310R Tractor	John Deere 8310R Tractor
2023 John Deere	John Deere 4066R Tractor	John Deere 4066R Tractor
Vermeer	Vermeer Burst	Vermeer Porta-Burst ETC
CUES	CUES SW Camara	CUES Inspector General Camara
Miller	Miller Disk	Miller 2700 Disk
Trimble	Trimble GPS #1	Trimble GPS Guidance System
Goodwin	Goodwin CD100M-4 Trash Pump	Goodwin CD100M-4 Trash Pump
DitchWitch	DitchWitch Eart	DitchWitch 6510 Earth Saw
2003 Frontier	Frontier Seeder	Frontier OS1058 OverSeeder
Tommy	Tommy 1040 Silt Fence Mach	Tommy 1040 Silt Fence Machine
AGRIC	RotoTiller	AGRIC 65" Farm Type RotoTille
StangHydranics	StangHydranics Dewatering Pump	StangHydranics 41001 Dewater
Trimble	Trimble GPS #2	Trimble GPS Machine & Base
ROME	ROME TAW20S	ROME TAW20S
Kubota	Kubota RTV	Kubota RTV900WH
2006 Vermeer	Vermeer Ring-O-Matic550	Vermeer Ring-O-Matic 550 Vacuu
Gorman-Rupp	Dewatering Pump	Gorman-Rupp 7121 10" WaterPum
Griffin	Dewatering Pump	Griffin 54J 6" De-Water Pump
GenEye	GenEye Loc/Cam	GenEye Pipe Insp/Locate Camera
Erskine	Broom Erskine	Erskine 84" Broom skid attach
1991 Vermeer	Vermeer T555	Vermeer T555 Trencher
Krause	Krause Disk BH0149	Krause BH0149 4900 Disk
2006 Caterpillar	CAT H115S Hamme	Caterpillar H115S Hyd Hammer
2003 Caterpillar	CAT H70 Hammer	Caterpillar H70 Hyd Hammer
Unknown	48" Silt Fenc	48" Silt Fence Plow Push Pul
McElroy	McElroy 412 Fus	McElroy Tracstar 412 Pipe Fusi
McElroy	McElroy 6-18 Fu	McElroy 6-18 Fusion Machine
SnoPusher	16' Snow Pusher	Sno Pusher LDR 16' Steel Edge3
2005 Sullivan-Palltak	Sullivan-Pallta	Sullivan-Palltak Air Compresso
Unknown	Concrete Breake	Concrete Breaker
Caterpillar	CAT H130CS Ham	Caterpillar H130CS Hyd Hammer
Caterpillar	CAT H115S Hamme	Caterpillar H115S Hyd Hammer
2005 Rosco	Rosco 4820 Broo	Rosco 4820 Broom - RideOn
Trimble	Trimble GPS #3	Trimble GPS #3
2000 Roadtec	Roadtec RX50B Milling Machine	Roadtec RX50B Cold Planer
Caterpillar	CAT H55DS Hamme	Caterpillar H55DS Hammer
2014 DitchWitch	Ditch Witch Tracker	DitchWitch TKD Tracker
2014 Landoll/Brillion	Landoll/Brillion Seeder BPSB6	Landoll/Brillion BPSB6 seed
Trimble	Trimble GPS #4	Trimble GPS Guidance System
Unknown	Rotary Tiller	Rotary Tiller
Rome	Rome TAW20S_RO	Rome TAW20S_RO Hyd Disk
2011 Midland	Midland Widener	Midland SPD-8 Widener
Trimble	Trimble SPS881	Trimble SPS881 BaseRover
Rome	Rome TAW20S_RO	Rome TAW20S_RO Hyd Disk
2015 Haybuster	Haybuster 2650	Haybuster 2650

2010 LayMor NPK 0 Broce	Broom - LayMor NPK Hammer Broce CRT350 Broom	LayMor SM8C Broom NPK Excavator Hyd Hammer Broce CRT350 Broom
2017 Landpride Trimble BobCat Trimble Pearpoint/Cues	LandPride Rake Trimble GPS - ROVER Bobcat 72SCM Trimble GPS #5 Pearpoint/Cues Sewer Camera	Landpride PowerRake PT1672 Trimble GPS - ROVER Bobcat 72SCM Soil Conditioner Trimble GPS-MS995_T6 Pearpoint/Cues Sewer Camera
1999 Generac	Generac 200 KW Generator	Generac 200 KW Stationary G
2019 SITECH Thompson	Trimble GPS #6 - #3012 D6K Doz Thompson 8" Pump	Trimble 294A GPS-MS995_T6 Thompson 8" Pump
2013 Thawzall	Thawzall Deluxe 6000SF 500-DJJ	Thawzall Deluxe 6000SF 500-
2013 Thawzall	Thawzall Deluxe 6000SF 527-DJJ	Thawzall Deluxe 6000SF 527-
2016 Caterpillar Great Plains DitchWitch	CAT SW345b WheelSaw - DJJ 3P1006NT Drill/Seeder DitchWitch 7610DD 4x4x4 Trench	Caterpillar SW345b WheelSaw Great Plains 3P1006NT Drill DitchWitch 7610DD 4x4x4 Trench
2020 Allmand	Allmand Night-Lite PRO Portabl	Allmand Night-Lite PRO Port
2020 Allmand SuperShot Broce	Allmand Night-Lite PRO Portabl Super Shot 125D Tar Melter Broce CR-350	Allmand Night-Lite PRO Port Super Shot 125D Melter CR-350 Ride-On Sweeper Wheel
2006 Ground Heaters McElroy McElroy Loftness	Ground Heater E2200 McElroy T500 Series 3 Fusion McElroy IPS T900 HiForce Loftness Battle Ax Mulcher	Ground Heater E2200 - Orange McElroy T500 Series 3 Fusion McElroy IPS T900 HiForce Loftness Battle Ax Mulcher
2023 Trimble	Trimble GPS - #1043	Trimble GPS - #1043 336L Exc
2022 Deutz	Flat FS5000 26" Tier 4, 3 Spd	Husqvarna FlatSaw 5000
2023 LandPride	LandPride APS1572 6' Seeder	LandPride APS1572 6' Seeder
2023 Goodwin	Goodwin CD150S_GD Pump	Goodwin CD150S_GD Pump
2016 Snorkel	Snorkel S3219E Scissor Lift	Snorkel S3219E Scissor Lift
2023 Technology Construction	BASE750, SEPHYR, TABT101, ROVE	GPS Base/Rover Pickup 5693
2014 Moley Magnetics	Moley Magnetics ESA 50	Moley Magnetics ESA 50 Exc Mag
2022 LandPride 2023	LandPride RCM3715 15' Cutter 14PB IPH A430101	LandPride RCM3715 Rotary Cutte 14BP DIPS Fision Machine Pkg
2023 Wacker Neuson	E3000 Hydronic Surface Heater	Wacker E3000 Hyd Ground Heater
2024 Trimble	Trimble GPS-MS996_T6	Trimble MS996 Dual GPS Globes
2023 Wacker	Wacker LTV6L Light Tower 60HZ	Wacker LTV6L Light Tower 60HZ
2023 Wacker	Wacker LTV6L Light Tower 60HZ	Wacker LTV6L Light Tower 60HZ
2023 Wacker	Wacker LTV6L Light Tower 60HZ	Wacker LTV6L Light Tower 60HZ
2018 Great Plains	Great Plains 1200 Turbo-Max Ve	Great Plains 1200 Vert Tillage
2009 John Deere	JD 956 Center-Pivot Rotary Mow	JD 956 Center-Pivot Rotary Mow
2007 John Deere	John Deere 568 Round Baler	John Deere 568 Round Baler
2024 Caterpillar One Tripper	Caterpillar H115S Hammer One Tripper 20' Shipping Conta 11.5' Container	Caterpillar H115S Hammer One Trip 20' Shipping Containe 11.5' Container
2023 Virnig	Virnig VAB72 Angle Sweeper Bro	Virnig VAB72 Angle Sweeper Bro
2024 Caterpillar	CAT Grader Blade, GB124, 96"	Caterpillar GB124 96" GraderBI
2017 John Deere	JD 1585 TerrainCut Front Mower	JD 1585 TerrainCut Front Mower
2024 Trimble John Deere	GPS-MACHSC_T6 John Deere 230 Disk	Trimble GPS - #4026 John Deere 230 Disk
2024 American	American Compaction 24" Comp W	American Compaction 24" Comp W
2026 Caterpillar	CAT B6 Hammer	Caterpillar B6 Hammer
2026 Caterpillar	Caterpillar B6 Hammer	Caterpillar B6 Hammer
2024 Superior	Superior T4 Self-Propelled Bro	Superior T4 Broom, Self-Propel
2022 Superior	Superior T4 Self-Propelled Bro	Superior T4 Broom, Self-Propel
2012 Midland	Midland SPD-8 Road Widener	Midland SPD-8 Road Widener
2026 Caterpillar Ver-Mac Ver-Mac	CAT Wheel, Compactor 36" DB Automated Flagger Assistance D Automated Flagger Assistance D	Caterpillar 36" DB Compactor W Automated Flagger Assistance D Automated Flagger Assistance D
2007 Ingersoll-Rand Co.	Ingersoll-Rand Air Compressor	Ingersoll-Rand Air Compressor
2011 Atlas Copco Compressors, LLC	Atlas Copco CPS185 Air Compres	Atlas Copco CPS185 Air Compres
2011 Atlas Copco Compressors, LLC	Atlas Copco CPS185 Air Compres	Atlas Copco CPS185 Air Compres
2016 Doosan Portable Power	Doosan Air Compressor	Doosan Air Compressor

2020 Crafc	Crafc	Crafc
2020 Godwin	Godwin	Godwin
Husqvarna	Husqvarna	Husqvarna
Husqvarna	Husqvarna	Husqvarna
Virnig	Virnig	Virnig
Sullair	Sullair	Sullair
Caterpillar	Caterpillar	Caterpillar
2020 Godwin	Godwin	Godwin
2025	Bobcat	Bobcat
Chicago	Chicago	Chicago
HEPP	HEPP	HEPP
2021 Forward	21 Vehicle Lift & 4 Stands	Forward 52K Vehicle Lift &
2014 Caterpillar	CAT TH407C Telehandler	Caterpillar TH407C Telehandler
2023 JCB	JCB 509-42	JCB 509-42 Telehandler
METSO	METSO LT1213S	METSO LT1213S Crusher
2023 Mitsubishi	Mitsubishi FG40N1 ForkLift	Mitsubishi FG40N1 ForkLift
2024 Hotsy	Hotsy Model 897 Pressure Washe	Hotsy Model 897 Pressure Washe
2023 Anaconda	Anaconda SR520 Track Screener	Anaconda SR520 Track Screener
	A/C Refrigerant R134 Recovery	A/C Refrigerant R134 Recovery
2025 Hotsy	Hotsy Model 897 Pressure Washe	Hotsy Model 897 Pressure Washe
2022 Caterpillar	CAT RM400 Road Reclaimer	Caterpillar RM400 Road Reclaim

Experience:

Bob Bohrer – Supervisor – 35+ Years Experience

Steve Conover – Supervisor – 35+ Years Experience

Ramon Campuzano - Supervisor – 22+ Years Experience

Joel Cardona - Supervisor – 17+ Years Experience

Steve Rogge – Estimator/Project Manager - 35+ Years Experience

Jamie Simmerman – Vice President – 35+ Years Experience

Michael Newman – President – 25+ Years Experience

City of North Platte
Sewer Main and Lift Station Installation
\$841,610.00

City of Seward
Outfall Relocation and meter manhole
\$283,700.86

Sarpy County Cities Wastewater Agency
Sewer Main, Meter Manhole, Force Main Installation
\$20,016,999.39

Sustainable Beef
Meter Manhole, Lift Stations, Gravity Sewer
\$25,657,357.00

Seward Pet Source
Meter Manhole, Gravity Sewer, Site Utilities
\$596,284.31

Our organization has extensive experience in the construction of sewer meter manholes for municipal, industrial, and commercial wastewater systems. This work has included the installation of pre-cast and cast-in-place concrete manholes designed to accommodate flow metering equipment, including flumes, weirs, and electromagnetic or ultrasonic meters.

Our experience encompasses all phases of construction, including site layout, excavation, shoring, dewatering, and foundation preparation in varying soil and groundwater conditions. We have installed influent and effluent piping with precise alignment and grade control to ensure accurate flow measurement and compliance with design requirements. All structures have been constructed in accordance with applicable local standards, project specifications, and ASTM and AASHTO guidelines.

We are experienced in setting manhole sections, sealing joints, installing watertight penetrations, and applying internal and external coatings where required to protect against corrosion and infiltration. Our crews are familiar with confined space entry procedures, traffic control, and environmental protection measures necessary for working in active sewer systems.

Throughout our projects, we have coordinated with engineers, inspectors, and meter suppliers to ensure proper placement of flow measurement devices, access hatches, ventilation, and safety features. Our completed sewer meter manholes have consistently met performance requirements for durability, accessibility, and long-term operational reliability.

7. Request from Seward Wellness Center to Utilize Funds for Final Building Items —
Seward Wellness Center Director, Joel Brase



City of Seward
537 Main Street
Seward NE 68434
Phone: 402-643-2928

MEMORANDUM

Date: May 22, 2026
To: Mayor and City Council
From: Joel Brase, Seward Wellness Center Director
Re: Final Building Items Request

As we have now been open for over a year, the following are items we feel are necessary to help operate the Wellness Center as effectively and efficiently as possible. These are items that were not budgeted for but could be paid for out of the capital improvement fund from the collection of the .5% sales tax increase. There is currently well over \$400,000 in this fund. As we are at the point where the construction loan is ending and a conventional loan will be started, we would like to begin these items as soon as possible.

- Building of a storage shed up to 750 sq. ft.
 - o This includes concrete, building materials, and building costs
 - \$50,000
- Upgrade to a web-based HVAC/RTU Building Management System
 - \$70,000
- Installation of Water Softener
 - \$44,000
- Preventative Maintenance (Semi-annually) for all rooftop units.
 - o This will be budgeted for in future years
 - \$10,270

Total: \$174,270

These are items/projects that we feel are very important in the operation of the Wellness Center. For various reasons, they were not budgeted for initially. I request the ability to use the current building fund to address these needs before regular loan payments begin.

CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 5/26/2026

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, design of 5th 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 Collin Hain (SCCDP) to update on the status of economic development items.
- Held weekly Department Head Meetings.
- DARI Weekly onsite trailer meeting.
- Finalized a number of legal draft documents with the City Attorney.
- Organizing FY 2026-27 Comparability items.
- Met with County Commissioners regarding courthouse square parking issues.
- Attended 4th of July IAP Meeting put on by Police Chief Peters.
- Held Library Board Meeting to review the status of the Library Director hiring process and candidates.
- Review the Water System Risk and Resilience Update (JEO) with Water/Wastewater Director Koll.
- Me with Dr. Josh Fields (SPS) regarding SPS Bond projects and City assistance and SPS needs/timeline.
- Held two (2) CRA meetings for transfer of the Petsource TIF to Golden Pet Manufacturing.
- Review items related to a zoning complaint within town along with Building Inspector and Community Service Officer.
- Held Library Director candidate interviews, reviewed written response items.
- Held Wellness Center Leadership meeting with full time Wellness staff.
- Met on a significant personnel item.
- **Held initial budget meetings with all (13) Department Heads and Finance Director.**

Police Department

- Juvenile Comprehensive Plan meeting
- Shield & Scale/Drug Board
- Budget meeting
- 4th of July IAP meeting

City Clerk/Human Resources/City Hall

- Final Purplewave Auction pickups
- 2026 Dowding Pool: Collecting re-apps & Processing new employees
- DR-4896 (August) Continue work in FEMA Grants Portal
- Derek at IIMC Conference all week

Water/Wastewater Department

- Temp Treatment Meeting SEH
- Water Tower Walkthrough With Olsson
- Budget Review
- Pool Pumps and Motors
- Finish filling pool
- Grounds maintenance
- Flow meter troubleshoot South Well #1

Parks and Rec/Cemetery/Golf/Pool

- Budget meeting on Friday at 1:30 pm city hall

- Get pool deck stuff done so they can open on Saturday
- Get Cemeteries mowed and whipped for the weekend
- Help Street Dept. pour concrete on Waverly on Wednesday morning
- Dragging and chalking fields for games all week
- Mowing and whipping parks for the weekend
- Irrigation maintenance and start up on 4 plex and soccer fields

Civic Center

- Checked on Sunday morning, no further water leading from Saturday's rain. I will have Tyler put panels back up. First coat of paint is on the other panels. The quilt guild will come put quilts up for the 4th on the 17th
- New baby grand piano coming from the National Guard Museum
- Commission heard the SCCDP presentation for the greenspace renovation on Monday evening, no vote was held

Electric Department

- Fairbury had major damage to their electrical system, and we sent 5 guys, two bucket trucks, and a digger truck down for mutual aid.
- Change out wire to 4/0 on three phase trailer and pull in wire to Dari's Transformers.
- Terminate wire at the Dari site.
- Meter reading this week.
- Work on recloser setting for the annex area with Engineers.
- Install 4 C.T. and P.T. metering to Dari and Benson transformers.
- Budget review on Thursday.
- Dave is busy with locates for Black Hills gas pipeline

Street Department

- Work on trial project
- Budget Meeting
- Street Sweeping
- Start on Hillcrest and First Street

Library

- Overdrive Zoom
- Craft Night
- NLA Zoom
- CASTL in Hebron

Building Inspection/Planning Department

- City Council – June 2, Hughes rezone, BOA reassignment, and use matrix update.
- DARI LLC – Meeting Wednesday 3:00 pm in the Primus Trailer.
- Seward County – Continue working with Marissa to rectify a building permit issued by the county in the city extraterritorial jurisdiction.
- Plan reviews – Kayton shop updated plans.
- Budget – Review Wednesday 10am.
- Koranda's – Meeting 11:00 am Monday with CSO Arena, property owners and myself.
- 437 S 6th St – Residents are vacating June 16th, Closing date July 1, house will be demoed and site cleared by neighboring property.
- 107 South St – Structural report is in, will begin construction end of May

Engineering

- Temporary Treatment – meeting w/AquaAerobics, site layout, survey, John Heath agreement

- Budget meetings
- Worthman Blvd Extension – lane striping, punch list items, final pay app
- Metering Manhole – Award, Construction Services Agreement, Phase 2 design.
- 500k Water Tower – edit AT&T and T-Mobile CDs, edit T-Mobile Lease Agreement
- Water System Study – upload data
- East Hillcrest Drive (JEO) – comments 90% design review, respond to questions from JEO, sign easements.
- One and Six – revise maps to accompany updated plan.
- Lane Mile Report – submit to NDOT
- 2nd Street Lift Station – forward data, develop into CIP, design, project documents.

Finance Department

- Budget meetings
- Utility Delinquents and bill upload

Seward Wellness Center

- Budget meeting
- Freedom Run

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION
ANNOUNCEMENT OF UPCOMING EVENTS
MOTION TO ADJOURN**

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

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

Derek Bargmann, City Clerk

Date