



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

**Agenda**

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**Tuesday, July 21, 2020 7:00 PM**

**East & West Basement of the Seward  
Civic Center**

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**NOTICE IS HEREBY GIVEN** that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, July 21, 2020, in the Seward Civic Center East & West Basement, 616 Bradford St, Seward, NE 68434, which 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 Council Chambers beginning 30 minutes prior to the scheduled meeting time.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

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

This is an Open Meeting of the Seward Nebraska Governing Body. The City of Seward abides by the Nebraska Open Meetings Act in conducting business. A copy of the Nebraska Open Meetings Act is displayed on the north wall of this meeting room facility as required. Disclosure of meeting recording processes is posted in the Meeting Room. A participant sign-in sheet is available for use by any Citizen addressing the Council. Presenters shall approach the podium, state their name & address for the Clerk's record and are asked to limit remarks to five minutes. All remarks shall be directed to the Mayor who shall determine by whom any appropriate response shall be made. The City of Seward reserves the right to adjust the order of items on this Agenda if necessary and may elect to take action on any of the items listed.

**ROLL CALL**

**MINUTES**

1. Draft Minutes of July 7, 2020 - City Clerk Otte

**CONSENT AGENDA**

1. Claims & Payables Reports
2. City Treasurer Report
3. City Codes Director Report
4. Police Department Report

5. Annual Publication of Salaries in Accordance with Section 19-1102 of the Nebraska State Statute
6. Infrastructure Cost Items Reimbursable Back to the City

#### **CONFIRMATION OF MAYOR APPOINTMENTS**

1. Reappoint Ken Schmieding to the Tree Board for a 3-Year Term
2. Appoint Jeff Volzke to the Cemetery Board for a 3-Year Term (replace Kenneth Meyer)

#### **PUBLIC HEARINGS**

1. Public Hearing - 7:00 P.M. - Ordinance Approving Final Plat of Seward Rail Campus PUD 1st Addition - City Administrator Butcher
2. Public Hearing - 7:00 P.M. - Special Use Permit Application for Property Located in the 200 Block of North Sixth Street - City Administrator Butcher

#### **ADMINISTRATIVE ITEMS**

1. Discussion of Adding Pickle Ball Courts - City Administrator Butcher
2. Ordinance Directing the Conveyance of Real Property, Legally Described as an Approximately 1.0 Acre Tract of Land Located on Lot 4, Block 2, and a Portion of Lot 1, Block 2, Seward Rail Campus Original Addition, City of Seward, Seward County, Nebraska, to Brian Levander - City Administrator Butcher
3. Change Order and Final Pay Request #3 for Seward Rail Campus Highway 15 Improvements (Turn Lanes) - City Administrator Butcher
  - A. Claim - Van Kirk Bros. Contracting in the amount of \$291,980.15 for Seward Rail Campus Highway 15 Improvements
4. Change Order and Final Pay Request #10 for Seward Rail Campus Improvements - City Administrator Butcher
  - A. Claim - Van Kirk Bros. Contracting in the amount of \$87,505.16 for Seward Rail Campus Improvements
5. Change Order No. 1 with IES Commercial, Inc. in the amount of \$32,640.60 for the 34.5-12.47 kV Industrial Substation Construction Project - City Administrator Butcher
6. Consideration of Service Agreements with Nebraska Municipal Power Pool for Providing a Financial Plan, Cost of Service and Rate Design Study for Utilities - City Administrator Butcher
7. Acknowledge Receipt of Airport Authority Resolution Requesting Levy Authority for 2020-2021 Fiscal Year - City Administrator Butcher

#### **REPORTS**

1. City Administrator's Report - City Administrator Butcher

#### **FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR**

#### **ADMINISTRATIVE ACTION**

#### **ANNOUNCEMENT OF UPCOMING EVENTS**

#### **MOTION TO ADJOURN**

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I, Derek Bargmann, the duly appointed qualified and acting City Clerk of the City of Seward, Nebraska, hereby certify:

That the foregoing Notice of Meeting and Agenda for such meeting has been posted in the following places: Seward City Hall, Seward County Courthouse, Seward Memorial Library

and CityofSewardNE.com

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

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Derek Bargmann  
City Clerk

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Date

July 7, 2020

The Seward City Council met at 7:00 p.m. on Tuesday, July 7, 2020, with Mayor Joshua Eickmeier presiding and Assistant Administrator /Clerk-Treasurer /Budget & Human Resources Director Bonnie Otte recording the proceedings. Upon roll call, the following Councilmembers were present: Jonathon Wilken, Jessica Kolterman, Karl Miller, John Singleton, Chris Schmit, Alyssa Hendrix. Absent: Ellen Beck, Sid Kamprath. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider.

Notice of the meeting was given in advance thereof by the method of communicating advance notice of the regular and special meetings of the City Council of the City of Seward, Nebraska, as stated in Ordinance No. 2015-08, which was adopted on the 5th day of May, 2015; said method stating that the notice of such meeting, with the agenda thereon, be posted in the following places: City Hall, Seward County Courthouse, Municipal Building, and Seward Memorial Library. The certificate of posting notice is attached to these minutes. Notice of this meeting was simultaneously given to the Mayor and all members of the City Council and a copy of their acknowledgment of receipt of notice and the agenda are attached to these minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

THE PLEDGE OF ALLEGIANCE

Mayor Eickmeier announced that a copy of the Agenda for this meeting is posted in the room of the Civic Center and copies are available where a copy of the Open Meetings Act is also posted for public inspection. He also noted that any citizen wishing to address the Council should come to the podium, state their name and address and limit their comments to five minutes. All remarks should be directed to the Mayor/Chairperson, who will then determine who will make any appropriate response. 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.

1. APPROVAL OF MINUTES OF JUNE 16, 2020 COUNCIL MEETING

Councilmember Wilken moved, seconded by Councilmember Singleton, that the minutes of the June 16, 2020 City Council meeting be approved.

Aye: Wilken, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None  
Absent: Beck, Kolterman. Motion carried.

1-2. CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Reports
2. Infrastructure Cost Items Reimbursable Back to the City

CLAIMS LIST  
7-7-20  
COUNCIL MEETING

Abbreviations: Bu, Building Upkeep; Eq, Equipment; Ex, Expense; Ma, Maintenance; Mi, Mileage; Misc, Miscellaneous; Re, Repairs; Sa, Salaries, Se, Services; Su, Supplies; Ut, Utilities, CI, Capital Improvements; GU, Grounds Upkeep.

AKRS Equipment	Su, Re	1,394.24
Allison Garrett Johnson	LB840 Promo	1,000.00
Allure Fashions	LB840 Promo	1,000.00

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American Red Cross	Trng	690.00
Amigos	LB840 Promo	1,000.00
Aqua-Chem Inc	Re, Su	998.58
Awe Salon & Barber	LB840 Promo	1,000.00
Barco Municipal Products	Su	389.00
BB's	LB840 Promo	1,000.00
Bern'S Body Shop	Re	2,794.22
Bizco Technologies	Se	4,215.28
Blue Cross Blue Shield Ne	Ins	46,809.72
Blue River Power & Rental	Re	359.15
Bluestem Network LLC	Se	100.00
Bode, Adam	Misc	90.00
Bottle Rocket Brewing	LB840 Promo	1,000.00
Brashear	Refnd	35.00
Brenda Brauer Esthetics	LB840 Promo	1,000.00
Brettmann Lucas	Refnd	35.00
Bridgestone Golf	Su	393.36
Burrows Jessie	Refnd	35.00
Cafe On The Square	LB840 Promo	1,000.00
Callaway Golf	Merchandise	243.52
Campbell Cleaning	Su, Se	1,561.81
Capital Business-Dallas	Ma	351.00
Chapters Books & Gifts	LB840 Promo	1,000.00
Chase Card Service		7,220.00
AMZN Mktp	Su, Eq	1,038.43
WPSG Inc	Eq	28.44
Walmart	Su, Misc, Bu	705.40
Dollar General	Eq	12.04
Home Depot	Tools	437.58
USPS	Su	28.30
Amazon.com	Su, Misc	142.22
Staples Direct	Su	101.53
Jacks Small Engines & Gen	Re	44.89
Sams Club	Su	105.98
Ohio Power Tool	Tools	348.49
EIG*ConstantContact.com	Se	20.00
PGA Member Info	Dues	521.00
Seward Lumber & Fuel	Bu	25.43
Pro San Maintenance Supply	Su, Ma, Eq	608.16
American Legioan Emblem	Eq	228.77
Elifeguard, Inc	Eq, Un	760.59
ChappellInsurance Co	Ins	354.00
Zoomshift Subs	Ex	102.00
Lowe's	Eq	498.71
Pac N Save	Su	9.19
Gettysburgflag.com	Su	335.26
1000Bulbs.com	Bu	62.57
Runza	Meals	61.96
Shop Pop Displays	Su	450.09
Talech	Ex	67.00
Microsoft	Ex	105.94
Zoom.Us	Ex	16.03
Chelewski Kent	Ex	90.00
Chemsearch	Gu	433.95
Chez Bubba Cafe	LB840 Promo	1,000.00
City Seward Buildings/Gr	Op	3,000.00
City Seward Electric Fund	Ut	42,008.95
City Seward General Fund	Franchise Fees	259,272.13
City Seward Library Petty	Su	140.68
City Seward Payroll Accou	Payroll	153,397.29
Clearspan	Ci	18,976.58
Consolidated Fleet Service	Re	3,890.00

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Constellation Newenergy	Ut	533.35
Cook Robert	Refnd	35.00
Core Robert	Ex	90.00
Cornerstone Interiors & D	LB840 Promo	1,000.00
Cummins Sales & Service	Re	3,142.08
D J Gongol & Associates	Ma, Re	15,367.23
Doreen's Design	LB840 Promo	1,000.00
Eakes Office Solutions	Su, Eq	105.43
Ehrlich Roy D	Bu	10.08
Electric Pump	Ma	5,201.90
Essential Massage	LB840 Promo	1,000.00
Evans Christopher	Refnd	70.00
Fastenal Company	Su, Ci, Re	645.15
Fisher Zachary G	Ex	90.00
G & P Development Landfill	Gu	173.06
Garcia Alex	Refnd	35.00
Gehring Construction	Ci	270,192.82
Gerhold Concrete Co Inc	Ci, Gu, Su	8,737.18
Gold Star Martial Arts	LB840 Promo	1,000.00
Great Plains Communication	Se	586.00
Grooms Mike	Refnd	35.00
H & S Plumbing Heating &	Bu	361.38
Hach Company	Ma	69.90
Hairtrix	LB840 Promo	1,000.00
Hanes Craig	Refnd	35.00
Hans Jared	Ex	90.00
Hansen Dan	Ex	90.00
Hawkins Inc	Su	932.01
Herald Cody	Ex	90.00
Hireright LLC	Se	100.62
Hobson Automotive & Tire	Re, Ma	141.04
Hoffschneider Law Pc LLO	Se	4,500.00
Holte Matthew	Refnd	35.00
Home Depot Pro	Su	119.99
Hughes Brothers	Su	40.95
Husker Electric Supply Co	Re, Tools	552.46
Interstate All Battery Ce	Ma	128.70
IOT Integrators LLC	Eq, Ci	7,543.70
Island Sprinkler Supply	Gu	65.85
J & Co Salon	LB840 Promo	1,000.00
JD's Coffee Shop	LB840 Promo	1,000.00
Jones Bank	Eq	8,157.54
K & Z Distributing	Su	344.20
Kahler Daniel S	Ex	90.00
Kocian Tyler	Ex	90.00
Konica Minolta Business S	Ma	22.81
Kundel Industries Inc	Re	5,280.41
La Carreta	LB840 Promo	1,000.00
La Cocina	LB840 Promo	1,000.00
Last Mile Network Consult	Se	165.30
Law Enforcement Systems I	Su	34.00
Liberty House	LB840 Promo	1,000.00
Lincoln Patio & Awning	Re	150.00
Lincoln Tree Service Inc	Se, Ma	7,800.00
Litty Stan	Misc Claim	1,500.00
Liz's Sweet Stuff	LB840 Promo	1,000.00
Lynn Peavey Co	Su	41.60
Mailand's Clothing	Un	77.00
Matt Friend Truck Equip	Re	7,306.25
Mayo Jason	Refnd	35.00
Mebulbs	Su, Bu	498.86
Memorial Health-Drug	Se	141.00

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Menards North	Su	51.49
Meraki Salon & Spa	LB840 Promo	1,000.00
Merle's Flower Shop	LB840 Promo	240.00
Merle's Garden Center	LB840 Promo	1,000.00
Mid-American Benefits Inc	Ins	2,582.90
Midwest Auto Parts	LB840 Promo	1,000.00
Midwest Turf & Irrigation	Re	314.23
Miers Robert M	Ex	90.00
Moore Scott	Refnd	35.00
Morse Laurie	Su, Eq	89.55
Mueller Kaleigh	LB840 Promo	1,000.00
Mueri Drug	LB840 Promo	1,000.00
Muhlbach Enterprises LLC	Eq	15,000.00
Municipal Supply Omaha	Re, Inv	2,067.94
Mustang Graphics	Signs	269.96
Nebraska Bounce	LB840 Promo	1,000.00
Nebraska D A S Acct OCIO	Se	231.00
Nebraska Equipment Inc	Eq	133.12
Nebraska Golf & Turf	Ex	380.00
Nebraska Golf Association	Dues	506.00
Nebraska Health Human Wtr	Se	353.00
Neutral Grounds	LB840 Promo	1,000.00
Niemann's Port-A-Pot LLC	Se, Ex	200.00
Norris Public Power Dist	Ut	1,277.42
Oborny Tanner	Ex	90.00
O'Kief John F	Ex	90.00
Olsson	Se	2,164.00
Om Shanti Studios	LB840 Promo	1,000.00
O'Reilly Automotive Inc	Su, Eq	156.31
Orscheln Farm & Home	Su, Re, Gu, Ma, Bu	716.61
Pac 'N' Save Discount Food	LB840 Promo	1,000.00
Pariset Mercedes	Refnd	35.00
Pedersen Brent	Ex	90.00
Pfeil Heather	Refnd	35.00
Policky Brandon A	Ex	90.00
Pollak Cody	Ex	90.00
Pollak Douglas W	Ex	90.00
Precision Pilates	LB840 Promo	1,000.00
Precision Tool & Machine	Ma	31.65
Principal Financial Group	Ins	2,035.03
Prochaska Vickie	Trng	40.00
Quality Brands Of Lincoln	Su	2,030.05
Quill Corp	Su	1,139.94
Rathjen Shad	Ex	90.00
Red Path Gallery	LB840 Promo	1,000.00
Richtig Tim L	Ex	90.00
Rieken Ben	Refnd	35.00
Rivoli Theatre	LB840 Promo	1,000.00
Rucker Amber	Refnd	35.00
Rue 6	LB840 Promo	1,000.00
Sam's Club (Lib-Rec-Pool)	Su, Misc	503.22
Schemmer Architects Engin	Se, Ci	1,941.88
Seward County Chamber & D	Ma, Se	242.96
Seward County Independent	LB840 Promo	1,000.00
Seward Electronics	Ma	12.30
Seward Fourth Of July Com	July 4 Permit Fees	1,600.00
Seward Public Schools	Eq	200.00
Short Elliott Hendrickson	Se, Ci	23,436.71
Siteone Landscape Supply	Gu, Re	501.74
Smith Michael	Ex	90.00
Southeast Nebraska Dev Di	Se	4,500.00
Sparetime Lounge & Grill	LB840 Promo	1,000.00

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Sports Express	LB840 Promo, Su, Eq	1,362.60
St Louis Michelle	Su	55.34
State Distributing Co	Su	431.00
Sterling West	Eq, Ci	48,831.78
Subway	LB840 Promo	590.00
The Second Closet	LB840 Promo	460.00
The Udder Store	LB840 Promo	970.00
Time Warner Cable	Se	728.24
TNT Krafts & Boutique	LB840 Promo	1,000.00
Tomlinson Andrew	Refnd	35.00
U S Cellular	Se	214.02
Univar Usa Inc	Su	2,035.00
Valentino's	LB840 Promo	1,000.00
Vanwall Equipment	Re	26.07
Verizon Wireless	Se	301.61
Watson Wendell B	Ex	90.00
Wesco Distribution Inc	Re, Inv	1,130.46
Woods & Aitken LLP	Se	630.00
Zimco Supply Co	Su	2,674.65
Zoll Medical Corp	Eq	138.00
	CLAIMS TOTAL	<u>\$1,065,332.09</u>

Aye: Wilken, Kolterman, Miller, Singleton, Schmit, Hendrix

Nay: None

Absent: Beck, Kamprath. Motion carried.

#### **CONFIRMATION OF MAYOR APPOINTMENTS**

Councilmember Kolterman moved, seconded by Councilmember Hendrix, that Mark Suhr be reappointed to the Civic Center Commission for a 3-Yr Term.

Aye: Wilken, Kolterman, Miller, Singleton, Schmit, Hendrix

Nay: None

Absent: Beck, Kamprath. Motion carried.

Councilmember Kolterman moved, seconded by Councilmember Schmit, that Dan Ellis, Ron Niemoth, and Russell Soucek be reappointed to the Planning Commission for a 3-Yr Term.

Aye: Wilken, Kolterman, Miller, Singleton, Schmit, Hendrix

Nay: None

Absent: Beck, Kamprath. Motion carried.

Councilmember Wilken moved, seconded by Councilmember Schmit, that Karl Miller and Jessica Kolterman be reappointed to the Seward Foundation for a 1-Yr Term.

Aye: Wilken, Kolterman, Miller, Singleton, Schmit, Hendrix

Nay: None

Absent: Beck, Kamprath. Motion carried.

\*\*\*Mayor Eickmeier rearranged the order of the agenda\*\*\*

#### **COUNCIL REQUEST**

##### **1. DISCUSS SPEED LIMITS FROM HWY 15 SOUTH ONTO 8<sup>TH</sup> STREET**

Jim Quist, 1226 N 8<sup>th</sup> St., addressed a concern of the speed of traffic traveling south from Hwy 15 onto 8<sup>th</sup> Street. He stated he used a rudimentary method of calculating the speed several times and it was around 43 mph in a posted 25 mph zone. He added that the new hike/bike trail coming from the Fairway Woods Addn has a lot of trees on both sides of the path at the trail head which makes

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it very difficult for the traveling public to see anyone on the path. In addition, there are stretches along this street that do not have sidewalk. With many children living along this street, the speed of traffic is the greatest concern. He added that a radar detector recently placed on the street has helped slow traffic some. He suggested that moving the radar equipment further south may be more effective.

Steve Hostert, 746 North Avenue, expressed similar concerns. He added that cars rarely park along the street, which also leads to higher speeds. He suggested blocking southbound traffic from Hwy 15 from entering onto 8<sup>th</sup> Street.

Megan Quist, 1226 N 8<sup>th</sup> St., stated she contacted the City earlier in the year about a "Children at Play" sign. She requested something be done to slow the speed of traffic.

Mayor Eickmeier stated the City could look at several things including: signage, adding sidewalks, and removing trees for a better sight-triangle at the trail. He stated the City is conducting a sidewalk audit with the original thought of requiring sidewalks within one mile of the schools. He stated the trail area would also be a location to look at requiring adjoining sidewalks. He added that the speed limit on 8<sup>th</sup> Street is currently posted at 25, which is the posted speed limit across town in residential neighborhoods.

Additional suggestions were speed bumps on 8<sup>th</sup> Street and additional traffic enforcement presence in the area. It was noted that speed bumps make snow removal difficult.

Ryan Koch, 302 E Roberts St., suggested reducing the width of the street at certain points to "choke" traffic to produce a natural speed reducer.

City Administrator Butcher stated that the "Children at Play" sign does conform to the traffic safety standards the City uses for street signage. Following the sidewalk audit, the City Council will need to review the information and establish some type of policy for sidewalk installation/replacement if they want to move forward with requiring sidewalks. He added that placement of a crosswalk at the trailhead would not be appropriate as there is no sidewalk across the street to cross to. No action was taken on the item.

#### **PUBLIC HEARINGS**

##### **1. PUBLIC HEARING - 7:00 P.M. - LIQUOR LICENSE APPLICATION OF BOTTLE ROCKET BREWING, LLC, DBA BOTTLE ROCKET BREWING, 211 S 4<sup>TH</sup> ST., SEWARD, NE**

City Administrator Butcher explained that Bottle Rocket Brewing is expanding its brewery and bottling operations to include 211 S 4<sup>th</sup> Street, thus requiring the additional license.

Mayor Eickmeier opened the public hearing.

Gerald Homp, 1210 Eastridge Dr. thanked the City and other community partners for assistance with the project and offered the City Council a tour of the expanded facility.

Mayor Eickmeier closed the public hearing.

Councilmember Kolterman introduced the following resolution:

#### RESOLUTION NO. 2020-26

BE IT RESOLVED by the Mayor and Council of the City of Seward, Nebraska, that,

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WHEREAS, Notice of Application for a Class L Liquor License for Bottle Rocket Brewing, LLC, dba Bottle Rocket Brewing, 211 S. 4<sup>th</sup> Street, Seward, Nebraska was published in the Seward County Independent on June 24, 2020; cost of such publishing fee being \$12.68, and,

WHEREAS, a public hearing was held before the Mayor and Council of the City of Seward on July 7, 2020;

WHEREAS, no written protests were filed with the City, and no oral objections were heard by the Mayor and Council,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Seward, Nebraska, that recommendation be made to the Nebraska Liquor Control Commission that a Class L Liquor License for Bottle Rocket Brewing, LLC, dba Bottle Rocket Brewing, 211 S. 4<sup>th</sup> Street, Seward, Nebraska be approved.

Councilmember Schmit moved, seconded by Councilmember Hendrix that the resolution be adopted.

Aye: Wilken, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None  
Absent: Beck, Kamprath. Motion carried.

The Mayor declared the resolution adopted.

Dated: July 7, 2020

THE CITY OF SEWARD, NEBRASKA

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

ATTEST:

\_\_\_\_\_  
Bonnie Otte  
Assistant Administrator/  
Clerk-Treasurer/  
Budget & HR Director

(SEAL)

Councilmember Schmit moved, seconded by Councilmember Wilken, that Gerald Homp be recommended as Manager of the Class L Liquor License for Bottle Rocket Brewing, LLC, dba Bottle Rocket Brewing, 211 S 4<sup>th</sup> Street, Seward.

Aye: Wilken, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None  
Absent: Beck, Kamprath. Motion carried.

**ADMINISTRATIVE ITEMS**

**1. ACKNOWLEDGE RECEIPT OF CLAIM FROM PAT HOWE, 651 N 3<sup>RD</sup> ST, SEWARD FOR PERSONAL PROPERTY DAMAGE AND FORWARD TO THE CITY'S INSURANCE CARRIER**

Councilmember Hendrix moved, seconded by Councilmember Singleton, that the claim of Pat Howe, 651 N 3<sup>rd</sup> Street, Seward for personal property damage be acknowledged and forwarded to the City's insurance carrier and City Attorney for disposition.

Aye: Wilken, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None  
Absent: Beck, Kamprath. Motion carried.

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2. ACCEPTANCE OF SEWARD COUNTY E911 INTERLOCAL BUDGET

City Administrator Butcher stated the E911 Budget Committee and Director Barb Liska worked hard on the proposed budget. He said there is an approximate 3.5% increase. The increase is attributable mainly to the significant salary and wage increases, which were approved by the E911 Board. He then thanked Barb for her years of service, as she has announced her retirement.

Barb Liska, E911 Director, stated the County started a pay step plan for all employees and this spread out the E911 employees along the step plan based on years of service and experience. She added that the County Commissioners also approved the proposed budget.

Councilmember Schmit moved, seconded by Councilmember Hendrix, to accept the Seward County E911 2020-2021 budget as presented.

Aye: Wilken, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None  
Absent: Beck, Kamprath. Motion carried.

3. APPOINTMENT OF SEWARD COUNTY ATTORNEY AS CITY ATTORNEY FOR PROSECUTION SERVICES

Councilmember Kolterman moved, seconded by Councilmember Singleton, that the City appoint the Seward County Attorney as the City Attorney for prosecution services and that the agreement for said services be approved.

Aye: Wilken, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None  
Absent: Beck, Kamprath. Motion carried.

Councilmember Schmit introduced the following resolution:

RESOLUTION NO. 2020-27

TO Appoint Wendy L. Elston, Seward County Attorney, as City Attorney for prosecution services, to outline services.

**WHEREAS**, the CITY OF SEWARD, NEBRASKA (CITY) requires the services of an attorney to perform legal services for city ordinance violations; and,

**WHEREAS**, the County Attorney provides legal counsel and prosecutes offenses for Seward County; and,

**WHEREAS**, CITY desires to utilize the expertise and manpower of the Seward County Attorney's Office and seeks such services from the Seward County Attorney; and,

**WHEREAS**, CITY and COUNTY ATTORNEY believe that by use of County Attorney's office for legal counsel and prosecution of city ordinance violations will provide more efficient and effective services for the residents of the City and County.

**NOW, THEREFORE, BE IT RESOLVED** that Wendy L. Elston, Seward County Attorney, is hereby appointed as legal counsel to the City of Seward to perform legal services for city ordinance violations as follows:

1. This appointment shall have a term of JUNE 1, 2020 through JUNE 30, 2021, inclusive.
2. COUNTY ATTORNEY will provide prosecution services required by CITY through the office of the County Attorney. County Attorney shall receive no additional personal compensation for providing such service.

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3. The County Attorney may designate legally authorized deputies to prosecute city ordinance violations pursuant this resolution.
4. The County Attorney shall administer the prosecution of city ordinance violations including, but not limited to the following duties: overseeing the operation of the office for the prosecution of said offenses; overseeing the costs of said prosecution; overseeing the prosecution of city ordinances including violations of the animal, nuisance, misdemeanor, traffic, STOP program, property maintenance, and abandoned vehicle ordinances, but specifically excluding the violations of the building and zoning codes; determining the case or cases to be prosecuted or in the manner of disposing of any such case; providing monthly reports setting forth the prosecution activity to the City Administrator, as requested.
5. The County Attorney shall have ultimate authority to decide whether any specific case or cases prosecuted under the city ordinances shall be prosecuted or otherwise disposed. The County Attorney will provide a monthly report of prosecution activity to the City Administrator, as requested.
6. The County Attorney, upon request by the City Administrator, may review new criminal ordinances proposed or modifications proposed to existing criminal ordinances of the CITY as submitted by CITY and make recommendations accordingly. County Attorney shall also from time to time review current criminal ordinances for recommended changes, amendments, additions or deletions thereto in a timely manner. CITY may submit proposed criminal ordinances to the County Attorney prior to the passage by the Mayor and City Council and the CITY may consider recommendations prior to the passage of said ordinances.
7. CITY shall provide necessary supplies and equipment to carry out this Appointment. Supplies shall include ordinary business supplies (paper, files, etc) and other items/equipment, not to exceed \$4,000. ATTORNEY shall make a request with the City Administrator to provide the supplies, equipment, or other items necessary to administer this Agreement, upon approval of City Administrator. CITY shall pay all court costs, witness fees, and other costs associated with the prosecution and administration of any cases filed by the County Attorney. CITY shall pay all bond premiums and legal representation fees if the County Attorney is sued for serving in the official capacity as "City Prosecutor."
8. CITY acknowledges that in the event of the need for legal services beyond the limited scope of this Agreement or beyond the resources of the County Attorney, or a conflict of interest in representing the CITY and the COUNTY, the County Attorney shall notify the CITY. The CITY will be responsible for separate legal counsel.

Councilmember Miller moved, seconded by Councilmember Wilken, that the resolution be adopted.

Aye: Wilken, Kolterman, Miller, Singleton, Schmit, Hendrix

Nay: None

Absent: Beck, Kamprath. Motion carried.

Passed and adopted this 7th day of July, 2020.

**CITY OF SEWARD, NEBRASKA**

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

**ATTEST:**

\_\_\_\_\_  
Assistant Administrator/  
Clerk-Treasurer/  
Budget & HR Director

July 7, 2020

(SEAL)

4. RESOLUTION RATIFYING ALL ACTIONS BY THE GOVERNING BODY OF THE SEWARD CITY COUNCIL DURING PUBLIC MEETINGS HELD BETWEEN AND INCLUDING MARCH 25, 2020 AND JUNE 16, 2020

City Attorney Hoffschneider stated it is a recommendation of the Nebraska League of Municipalities that all actions taken by the City Council during meetings conducted via video or teleconference be ratified.

Councilmember Wilken introduced the following resolution:

RESOLUTION NO. 2020-28

WHEREAS, on March 13, 2020, the Governor of the State of Nebraska declared a state of emergency related to COVID-19 within the entire State of Nebraska, and this state of emergency remains in effect; and

WHEREAS, on March 17, 2020, Governor Pete Ricketts signed Executive Order No. 20-03 waiving certain requirements of the Nebraska Open Meetings Act through May 31, 2020, allowing all governing bodies to meet by videoconferencing or by telephone conferencing or by conferencing by other electronic communication so long as there is made available at such meeting access to members of the public and to members of the media; and

WHEREAS, on May 19, 2020, Governor Pete Ricketts signed Executive Order No. 20-24 extending the waiver of certain requirements of the Nebraska Open Meetings Act through June 30, 2020; and

WHEREAS, the governing body of the City of Seward, Nebraska, pursuant to Executive Orders 20-03 and 20-24 respectively, conducted City Council meetings via videoconferencing or by telephone conferencing or by conferencing by other electronic communication with meeting access to members of the public and to the media on the following dates:

March 25, 2020  
April 7, 2020  
April 21, 2020  
April 30, 2020 (Special Meeting)  
May 5, 2020  
May 19, 2020  
June 2, 2020  
June 16, 2020

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

All actions of the governing body of the Seward City Council held on the above listed dates are hereby ratified.

Councilmember Schmit moved, seconded by Councilmember Kolterman, that the resolution be adopted.

Aye: Wilken, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None  
Absent: Beck, Kamprath. Motion carried.

The Mayor declared the resolution adopted.

Dated this 7th day of July, 2020

THE CITY OF SEWARD, NEBRASKA

July 7, 2020

ATTEST:

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

\_\_\_\_\_  
Bonnie Otte  
Assistant Administrator/  
Clerk-Treasurer/  
Budget & Human Resource Director

(SEAL)

5. UPDATE JOB DESCRIPTION FOR CHIEF OF POLICE

City Administrator Butcher stated with Chief of Police Alan Baldwin's announcement of retirement and prior to begin the search for his replacement, it is prudent to update the job description.

Councilmember Kolterman moved, seconded by Councilmember Schmit, that the updated job description for Chief of Police be approved.

Aye: Wilken, Kolterman, Miller, Singleton, Schmit, Hendrix

Nay: None

Absent: Beck, Kamprath. Motion carried.

**REPORTS**

1. CITY ADMINISTRATOR'S REPORT

Councilmember Wilken moved, seconded by Councilmember Miller, that City Administrator Butcher's report of July 7, 2020 be accepted.

Aye: Wilken, Kolterman, Miller, Singleton, Schmit, Hendrix

Nay: None

Absent: Beck, Kamprath. Motion carried.

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

ANNOUNCEMENT OF UPCOMING EVENTS

STRATEGY SESSION

1. STRATEGY SESSION WITH CITY ATTORNEY TO PROVIDE NEGOTIATION GUIDANCE CONCERNING REAL ESTATE INTERESTS

At 7:48 p.m., Councilmember Schmit moved, seconded by Councilmember Miller, that the Council enter into closed session with the Mayor, City Administrator, Seward County Community Development Partnership CEO Jonathan Jank, and City Attorney, for the protection of the public interest and to discuss real estate interests and to provide the City Attorney with negotiating guidance, for a period not to exceed 30 minutes.

Aye: Wilken, Kolterman, Miller, Singleton, Schmit, Hendrix

Nay: None

Absent: Beck, Kamprath. Motion carried.

Mayor Eickmeier stated the Council has voted to go into closed session for the protection of the public interest and to discuss real estate interests and to provide the City Attorney with negotiating guidance.

July 7, 2020

Assistant Administrator/Clerk-Treasurer/Budget & HR Director Otte left the meeting. City Administrator Butcher recorded the remainder of the meeting.

At 7:55 p.m., the closed session ended and the following Councilmembers reconvened to regular session: Wilken, Kolterman, Miller, Singleton, Schmit, Hendrix. Absent: Beck, Kamprath.

Mayor Eickmeier announced that no formal action was taken during the executive session.

2. STRATEGY SESSION WITH CITY ATTORNEY TO PROVIDE NEGOTIATION GUIDANCE CONCERNING REAL ESTATE INTERESTS AT THE COMMERCIAL RAIL CAMPUS DEVELOPMENT AREA

At 7:56 p.m., Councilmember Schmit moved, seconded by Councilmember Miller, that the Council enter into closed session with the Mayor, City Administrator, Seward County Community Development Partnership CEO Jonathan Jank, and City Attorney, for the protection of the public interest and to discuss the Commercial Rail Campus Development Area real estate interests and to provide the City Attorney with negotiating guidance, for a period not to exceed 60 minutes.

Aye: Wilken, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None  
Absent: Beck, Kamprath. Motion carried.

Mayor Eickmeier stated the Council has voted to go into closed session for the protection of the public interest and to discuss the Commercial Rail Campus Development Area real estate interests and to provide the City Attorney with negotiating guidance.

At 8:47 p.m., the closed session ended and the following Councilmembers reconvened to regular session: Wilken, Kolterman, Miller, Singleton, Schmit, Hendrix. Absent: Beck, Kamprath.

Mayor Eickmeier announced that no formal action was taken during the executive session.

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Hendrix, that the July 7, 2020 City Council Meeting be adjourned.

Aye: Wilken, Kolterman, Miller, Singleton, Schmit, Hendrix  
Nay: None  
Absent: Beck, Kamprath. Motion carried.

THE CITY OF SEWARD, NEBRASKA

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

\_\_\_\_\_  
Bonnie Otte  
Assistant Administrator  
Clerk-Treasurer  
Budget & Human Resources Director

## CLAIMS LIST

7-21-20

## COUNCIL MEETING

Abbreviations: Bu, Building Upkeep; Eq, Equipment; Ex, Expense; Gu, Ground Upkeep; Inv, Inventory; Ma, Maintenance; Mi, Mileage; Misc, Miscellaneous; Re, Repairs; Sa, Salaries, Se, Services; Su, Supplies; Ut, Utilities, CI, Capital Improvements, Gu, Grounds Upkeep.

AICPA	Dues	285.00
Altec Industries Inc	Re	190.50
Amazon.Com Credit Service	Su	358.36
American Fence Co Lincoln	Gu	218.74
American Red Cross	Trng	30.00
Anderson Auto Group	Eq	37,747.00
Aqua-Chem Inc	Su	1,720.74
B N S F Permits/Jll Rail	Ins, Ex	4,206.00
Badger Meter	Se	140.00
Baker & Taylor	Su	2,399.91
Baldinger Charlotte	Mi	36.80
Bishop Michael	Ex	90.00
Bizco Technologies	Se, Eq	4,471.79
Black Hills Energy	Ut	194.16
Blue River Electric LLC	Bu	2,509.15
Blue Valley Public Safety	Ma	3,512.93
Bluestem Network LLC	Se	100.00
Border States Industries	Re, Inv	478.16
Brunckhorst Kent	Ex	90.00
Bruning State Bank	Eq	2,860.00
Callaway Golf	Su	232.98
Campbell Cleaning	Se	975.00
Center Point Large Print	Su	189.00
Cihal Alan F	Ex	90.00
City Seward Library Petty	Su	77.66
City Seward Merchant Serv	Fees, Se	2,605.28
City Seward Payroll Accou	Payroll	342,212.74
Conner Psych Services	Se	365.00
Cross Creek Animal Health	Se	60.00
E M C Insurance Companies	Ins, Ex	1,015.33
Emergency Medical Product	Su	2,025.75
Faller Landscape	Gu	34.99
Farmers Coop Seward	Su, Gu, Re	5,383.72
Fast Mart	Su	56.89
Fastenal Company	Su	256.04
Fyr-Tek	Su, Re	3,811.70
G & P Development Landfill	Gu	94.91
Galls LLC	Un	246.19
Gehring Construction	Ci	479,006.09
Geidel Amanda / Jeremy	Ex	60.00
General Fire & Safety Eq	Se, Bu, Re	1,802.50
Gleason Logan	Ex	90.00
H & S Plumbing Heating	Bu, Se	364.64
Halls Safety Equip. Corp.	Tools	429.30
Hemmings Muscle Mach	Su	32.95
Herpolsheimer's Inc	Re	621.90
Hobson Automotive & Tire	Re	458.72
Hochstein Jared	Ex	90.00
Husker Electric Supply Co	Re, Tools, bu	2,619.40
Hydraulic Equipment Serv	Re	3,961.30

I E S Commercial Inc	Ci	139,523.74
J E O Consulting Group In	Se	5,536.75
Jackson Services Inc	Su	137.32
Janicek Gary M	Ex	90.00
K & Z Distributing	Su	552.00
Konica Minolta Business	Ma	15.21
Kuefner Ben	Ex	600.00
League Ne Municipalities	Trng	420.00
Lee's Refrigeration	Bu	85.00
Lincoln Tree Service Inc	Gu	1,560.00
Lincoln Winwater Works	Su	685.80
Matheson Tri-Gas Inc	Su	638.90
Mellen & Associates Inc	Se	2,010.00
Memorial Health-Drug	Se	170.00
Menards North	Su	180.30
Merle's Garden Center	Gu	245.00
Metering & Technology Sol	Eq	186.88
Mid-American Benefits Inc	Ins	186.99
Midwest Auto Parts	Su, Re	203.22
Midwest Laboratories Inc	Se	1,749.43
Midwest Service & Sales	Su, Eq	2,337.64
Midwest Turf & Irrigation	Re	65.09
N S A/P O A N Conference	Trng	140.00
Nebraska Equipment Inc	Re, Su	730.84
Nebraska Golf & Turf	Re	297.67
Nebraska Library Commissi	Su	665.00
Nebraska Power Review Boa	Dues	1,259.60
Nebraska Pub Pow-Desmoine	Ut, Se	543,647.03
Niemann's Port-A-Pot LLC	Se, Bu	792.05
Nifco Mechanical Systems	Se	200.00
Norris Public Power Dist	Ut	1,203.16
O C L C Inc	Se	2,480.85
Olsson	Se	19,671.76
Omaha World Herald	Su	520.00
One Call Concepts Inc	Se	163.40
One Source Background Che	Se	77.00
O'Reilly Automotive Inc	Re	85.44
Orscheln Farm & Home	Su, Gu, Ma, Tools, Bu	733.67
Pac 'N' Save Discount Food	Su, Gu, Re, Ma, Bu	856.91
Pecka Brook	Ex	90.00
Plunkett's Pest Control	Bu	61.61
Quality Brands Of Lincoln	Su	933.85
Resco (Rural Elec Su Coop	Su	900.00
Rudloff Aaron	Ex	180.00
Ruether Larry L	Ex	90.00
Sam's Club (Lib-Rec-Pool)	Su	221.16
Schemmer Architects Engin	CI	1,941.88
Seward Airport Authority	Ex	950.00
Seward Appliance Repair	Bu	75.00
Seward County Chamber & D	Ex	760.00
Seward County Clerk/Reg D	Ex	16.00
Seward County Independent	Ex	724.71
Seward County Treasurer	Se	21,349.80
Seward Kiwanis Club	Su	42.00
Seward Lumber & Home Cent	Bu,Gu, Su, Re, Tools	851.24
Seward Public Schools	Fines	129.74
Seward Wind LLC	Ut	44,605.48
Sleuth Systems	Ma	324.00
Spickelmier & Son Inc	Re	3,100.00
Sports Express	Misc	190.00

St Louis Michelle	Ex		90.00
State Distributing Co	Su		575.20
Suhr & Lichty Insurance A	Ins		3,019.00
That Tuning Guy	Se		315.00
Truck Center Companies	Re		9,462.18
Ty's Outdoor Power & Serv	Re		151.50
U S Cellular - Seward	Eq		47.99
United Rentals	Re		403.95
Valentino's	Ex		66.78
Verizon Wireless	Se		268.92
Visa - Pinnacle Bank			1,186.79
Samsclub.com	Su, Bu	186.76	
NorthernSafety.com	Bu	59.44	
Walmart	Su, Bu	51.99	
Bluestem Network	Se	100.00	
Harlequin	Su	33.80	
Zoom.us	Misc	16.03	
Alexa Kava	Su	25.99	
L Lukebooks	Su	100.80	
Lincoln Journal Star	Su	600.73	
Dollar-General	Bu, Su	11.25	
Vlasin Lawn Service	Se		195.00
Welker Nate	Ex		240.00
Wesco Distribution Inc	Re, Inv		4,586.66
Wilmes Greg	Ex		120.00
Windstream Nebraska Inc	Se		2,067.25
Zimco Supply Co	Su		1,349.84
			<u>\$1,743,295.40</u>

TREASURER'S REPORT		MONTH OF: JUNE 2020				
VARIANCE AT: 75.00%						
	REVENUE	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	REVENUE	VARIANCE	BALANCE	REVENUE	B/W BUDGET YEARS
ELECTRIC	9,950,500	6,759,757	68%	3,190,743	6,880,536	(120,779)
ELEC BOND PYMT						
WATER	1,897,050	1,361,606	72%	535,444	1,276,344	85,262
WATER BOND PYMTS						
WATER SINKING FUND	20,000	20,000	100%	- 0 -	20,000	- 0 -
WASTEWATER TREATMENT	1,535,750	1,185,391	77%	350,359	1,156,458	28,934
WWTW BOND PYMT						
WWTW SINKING FUND	15,000	15,000	100%	- 0 -	15,000	- 0 -
<b>TOTAL BUSINESS-TYPE FUNDS</b>	<b>13,418,300</b>	<b>9,341,754</b>	<b>70%</b>	<b>4,076,546</b>	<b>9,348,338</b>	<b>(6,584)</b>
GENERAL (LESS DONATIONS)						
DONATIONS						
LEGAL						
POLICE	7,350	8,168	111%	(818)	3,929	4,239
E911						
POLICE EQUITABLE SHARING	100,000	- 0 -	0%	100,000	- 0 -	- 0 -
STREET	5,564,147	5,689,541	102%	(125,394)	781,426	4,908,115
STREET STP	144,386	144,384	100%	2	574,235	(429,851)
DEBT SERVICE	570,412	575,634	101%	(5,222)	136,981	438,653
RAIL CAMPUS	1,000	6,000	0%	(5,000)	3,075	2,925
CDBG ECON. DEV. LOAN FUND	300	583	194%	(283)	827	(244)
CDBG AFFORD HOUSING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG RURAL ENTERPRISE ASST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG RAIL SITE	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG DOWNTOWN REVITAL GRANT	308,000	158,727	52%	149,273	24,595	134,132
BLDGS & GRDS (CITY HALL)	36,000	27,000	75%	9,000	27,000	- 0 -
CIVIC CENTER	276,252	95,260	34%	180,992	82,313	12,947
LIBRARY	74,050	24,710	33%	49,340	20,858	3,852
LIBRARY MAINTENANCE FUND	50	44	0%	6	112	(68)
PUBLIC PROPERTIES	17,050	75,958	446%	(58,908)	55,769	20,189
CEMETERY	40,000	36,600	92%	3,400	36,278	322
GOLF COURSE	246,600	202,199	82%	44,401	182,324	19,875
NEW PARK DEVELOPMENT	350	240	69%	110	7,036	(6,796)
NEW CEMETERY DEVELOPMENT	500	715	143%	(215)	856	(140)
GUTHMAN TRUST - REGULAR	260	325	125%	(65)	249	77
GUTHMAN TRUST - PAVING	100	76	76%	24	91	(15)
PERPETUAL CARE - PRINCIPAL	6,000	6,150	103%	(150)	4,625	1,525
PERPETUAL CARE - INTEREST	500	812	162%	(312)	930	(117)
BLDGS & GRDS (OTHER)	150	- 0 -	0%	150	- 0 -	- 0 -
BUILDING INSPECTION	92,200	122,148	132%	(29,948)	76,703	45,444
FIRE (LESS DONATIONS)	50,075	- 0 -	0%	50,075	643	(643)
FIRE DONATIONS	100,000	- 0 -	0%	100,000	- 0 -	- 0 -
FIRE EQUIPMENT SINKING FUND	62,200	17,382	28%	44,818	16,712	670
TREE BOARD	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PLANNING COMMISSION	5,100	3,187	62%	1,913	42,912	(39,725)
ENGINEER	131,639	38,648	29%	- 0 -	- 0 -	38,648
DOWDING POOL (LESS DONATIONS)	85,050	17,272	20%	67,778	60,762	(43,491)
POOL DONATIONS	130,000	- 0 -	0%	130,000	- 0 -	- 0 -
CONCESSION STAND	800	- 0 -	0%	800	- 0 -	- 0 -
SWIMMING LESSONS	18,000	1,081	6%	16,919	10,465	(9,384)
RECREATION	39,100	14,017	36%	25,083	27,823	(13,806)
SPORTS COMPLEX LIGHTS	300	193	64%	107	347	(154)
SENIOR CENTER	68,500	66,169	97%	2,331	45,901	20,267
SENIOR SHUTTLE	3,088	1,901	62%	1,187	2,228	(327)
RECYCLING	5,000	506	10%	4,494	397	109
ECONOMIC DEVELOPMENT	257,902	194,716	75%	63,186	209,788	(15,072)
TAX INCREMENT FINANCING	357,355	429,266	120%	(71,911)	183,283	245,983
GENERAL REVENUES	4,166,635	2,930,235	70%	1,236,400	2,528,917	401,318
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>12,966,401</b>	<b>10,889,847</b>	<b>84%</b>	<b>1,983,563</b>	<b>5,150,388</b>	<b>5,739,459</b>
(UNAUDITED)						

TREASURER'S REPORT		MONTH OF: JUNE 2020					
VARIANCE AT: 75.00%							
DEPARTMENT	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE	
	BUDGET	EXPENDITURES	VARIANCE		EXPENDITURES		B/W BUDGET YEARS
ELECTRIC	11,219,036	7,842,176	70%	3,376,860	7,796,749	45,427	
ELEC BOND PYMT	495,934	445,278	90%	50,657	438,878	6,400	
WATER	2,060,915	1,105,357	54%	955,558	900,840	204,518	
WATER BOND PYMTS	400,220	381,269	95%	18,951	394,717	(13,448)	
WATER SINKING FUND	30,000	24,664	0%	5,336	- 0 -	24,664	
WASTEWATER TREATMENT	1,473,694	844,508	57%	629,186	838,837	5,670	
WWTW BOND PYMT	314,703	44,163	14%	270,540	46,125	(1,962)	
WWTW SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
<b>TOTAL BUSINESS-TYPE FUNDS</b>	<b>15,994,502</b>	<b>10,687,416</b>	<b>67%</b>	<b>5,307,086</b>	<b>10,416,146</b>	<b>271,270</b>	
GENERAL (LESS DONATIONS)	731,414	696,491	95%	34,923	129,490	567,000	
DONATIONS	100,000	12,098	12%	87,902	5,626	6,472	
LEGAL	69,299	53,078	77%	16,221	46,706	6,372	
POLICE	1,345,565	903,095	67%	442,470	894,794	8,301	
E911	224,310	149,540	67%	74,770	175,247	(25,707)	
POLICE EQUITABLE SHARING	100,000	- 0 -	0%	100,000	- 0 -	- 0 -	
STREET	6,321,628	2,449,875	39%	3,871,753	921,547	1,528,328	
STP FUNDS	138,835	138,834	100%	1	135,865	2,969	
DEBT SERVICE	567,912	454,042	80%	113,870	456,026	(1,984)	
RAIL CAMPUS	40,000	59,047	148%	(19,047)	96,912	(37,865)	
CDBG ECON. DEV. LOAN FUND	2,000	146,827	7341%	(144,827)	817	146,009	
CDBG AFFORD HOUSING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG RURAL ENTERPRISE ASST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG RAIL SITE	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG-DOWNTOWN REVITAL GRANT	308,000	158,727	52%	149,273	24,595	134,132	
BLDGS & GRDS (CITY HALL)	40,478	20,115	50%	20,363	21,066	(951)	
CIVIC CENTER	276,252	109,432	40%	166,820	91,364	18,069	
LIBRARY	575,352	347,719	60%	227,633	348,483	(764)	
LIBRARY MAINTENANCE FUND	20,000	19,714	99%	286	- 0 -	19,714	
PUBLIC PROPERTIES	467,254	304,918	65%	162,336	272,051	32,867	
CEMETERY	200,279	112,011	56%	88,268	101,249	10,762	
GOLF COURSE	531,758	369,981	70%	161,777	245,189	124,792	
NEW PARK DEVELOPMENT	205,000	117,439	57%	87,561	17,970	99,469	
NEW CEMETERY DEVELOPMENT	1,000	- 0 -	0%	1,000	- 0 -	- 0 -	
GUTHMAN TRUST - REGULAR	145	145	100%	- 0 -	145	- 0 -	
GUTHMAN TRUST - PAVING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PERPETUAL CARE - PRINCIPAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PERPETUAL CARE - INTEREST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
BLDGS & GRDS (OTHER)	12,575	1,694	13%	10,881	2,736	(1,042)	
BUILDING INSPECTION	107,622	61,715	57%	45,907	62,791	(1,077)	
FIRE (LESS DONATIONS)	266,259	54,537	20%	211,722	86,738	(32,201)	
FIRE DONATIONS	100,000	- 0 -	0%	100,000	- 0 -	- 0 -	
FIRE EQUIPMENT SINKING FUND	- 0 -	- 0 -	0%	- 0 -	600	(600)	
TREE BOARD	2,550	30	1%	2,520	542	(512)	
PLANNING COMMISSION	39,322	63,821	162%	(24,499)	137,964	(74,143)	
ENGINEER	174,530	83,083	48%	- 0 -	- 0 -	83,083	
DOWDING POOL (LESS DONATIONS)	370,304	123,168	33%	247,136	105,312	17,856	
POOL DONATIONS	130,000	- 0 -	0%	130,000	- 0 -	- 0 -	
CONCESSION STAND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SWIMMING LESSONS	13,750	- 0 -	0%	13,750	2,603	(2,603)	
RECREATION	249,353	162,685	65%	86,668	173,384	(10,699)	
SPORTS COMPLEX LIGHTS	30,000	30,000	100%	- 0 -	- 0 -	30,000	
SENIOR CENTER	155,426	112,128	72%	43,298	90,244	21,884	
SENIOR SHUTTLE	3,088	1,989	64%	1,099	1,146	843	
RECYCLING	39,814	28,500	72%	11,314	14,968	13,532	
ECONOMIC DEVELOPMENT	200,150	42,919	21%	157,231	213,925	(171,005)	
TAX INCREMENT FINANCING	336,038	268,812	80%	67,226	268,699	114	
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>14,497,262</b>	<b>7,658,209</b>	<b>53%</b>	<b>6,747,606</b>	<b>5,146,792</b>	<b>2,511,417</b>	

(UNAUDITED)

# Pledges By Pledgee And Maturity

BBA

**Pledged To: CITY TREASURER**

**Jones Bank - Seward, NE**

**As Of 6/30/2020**

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	803765BN5	AFS SARPY SAN 208-REF NE 23 08/15/23 @ 100.00		2.15		115,000.00 100.00%	115,000.00	115,000.00	117,567.95
COMM: COMMERCE BANK	818483EP0	AFS SEWARD-REF-ELEC REV NE 22 02/15/22		2.20		105,000.00 100.00%	105,000.00	105,000.00	105,114.45
COMM: COMMERCE BANK	25931PAJ9	AFS DOUGLAS SD #15-BLDG NE 22 12/15/22		1.75		210,000.00 100.00%	210,000.00	210,000.00	211,827.00
COMM: COMMERCE BANK	45289MGF9	AFS IMPERIAL-REF NE 22 12/15/22		1.45		190,000.00 100.00%	190,000.00	190,000.00	191,506.70
COMM: COMMERCE BANK	079212T63	AFS BELLEVUE-TAX ANTIC NE 24 06/01/24		2.35		100,000.00 100.00%	100,000.00	100,000.00	100,116.00
COMM: COMMERCE BANK	810183AZ6	AFS SCOTTS BLUFF SD #32 NE 24 06/15/24		2.50		250,000.00 100.00%	250,000.00	250,000.00	250,347.50
COMM: COMMERCE BANK	919558KE5	AFS VLY CO-REF NE 24 12/15/24		2.65		200,000.00 100.00%	200,000.00	200,000.00	200,286.00
COMM: COMMERCE BANK	256449BC2	AFS DODGE SD #595-QSCB NE 25 12/15/25		6.00		300,000.00 100.00%	300,000.00	300,000.00	301,008.00
COMM: COMMERCE BANK	412606CP8	AFS HARLAN CNTY-REF NE 26 06/01/26		1.75		200,000.00 100.00%	200,000.00	200,000.00	201,514.00
COMM: COMMERCE BANK	943776JA3	AFS WAVERLY-REF NE 26 06/15/26		2.25		200,000.00 100.00%	200,000.00	200,000.00	201,872.00
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	202,152.00
COMM: COMMERCE BANK	123825FJ5	AFS BUTLER PWR DT-A-REF NE 27 06/15/27		2.50		195,000.00 100.00%	195,000.00	195,000.00	196,320.15
COMM: COMMERCE BANK	3128MMQA4	AFS FHLMC 15YR 11/01/27		G18448 2.00		2,000,000.00 100.00%	2,000,000.00	585,775.76	604,425.17

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# Pledges By Pledgee And Maturity

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 6/30/2020

BBA

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
COMM: COMMERCE BANK	406036HY2	AFS	HALL CO SCH DIST NE 27 12/15/27		3.00		250,000.00 100.00%	250,000.00	250,000.00	256,465.00
COMM: COMMERCE BANK	557354DY0	AFS	MADISON CO SD #5-REF NE 27 12/15/27		2.25		245,000.00 100.00%	245,000.00	245,000.00	247,442.65
COMM: COMMERCE BANK	68905WEF5	AFS	OTOE CO SD #501-BLDG NE 27 12/15/27		2.00	A1	250,000.00 100.00%	250,000.00	250,000.00	252,695.00
COMM: COMMERCE BANK	661615SQ8	AFS	N PLATTE-REF NE 28 06/01/28		2.60		200,000.00 100.00%	200,000.00	200,000.00	202,258.00
COMM: COMMERCE BANK	840372RA6	AFS	S SIOUX CITY UTIL-A NE 28 06/01/28		2.50		250,000.00 100.00%	250,000.00	250,000.00	252,352.50
COMM: COMMERCE BANK	25933AFG6	AFS	DOUGLAS SID #492-REF NE 28 08/15/28		3.20		175,000.00 100.00%	175,000.00	175,000.00	180,862.50
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	159,780.20
COMM: COMMERCE BANK	361091BE0	AFS	FURNAS CO SD #18 NE 29 12/15/29		3.15	A2	250,000.00 100.00%	250,000.00	250,000.00	256,245.00
COMM: COMMERCE BANK	486841DW6	AFS	KEARNEY CO SD #503 NE 29 12/15/29		3.00	A+	250,000.00 100.00%	250,000.00	250,605.63	257,690.00
COMM: COMMERCE BANK	123825GB1	AFS	BUTLER PWR DIST-B NE 30 08/15/30		2.90		200,000.00 100.00%	200,000.00	200,423.45	201,958.00
COMM: COMMERCE BANK	486890X92	AFS	KEARNEY NE 30 10/15/30		2.60	A+	150,000.00 100.00%	150,000.00	150,000.00	153,229.50
COMM: COMMERCE BANK	0792124W3	AFS	BELLEVUE-REF NE 30 12/15/30		3.10		250,000.00 100.00%	250,000.00	250,000.00	260,415.00
COMM: COMMERCE BANK	803770SC1	AFS	SARPY CO SD #37-B-REF NE 31 06/15/31		3.00	AA-	250,000.00 100.00%	250,000.00	250,000.00	258,027.50

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6/30/2020 9:04 AM - BLA / JNET

# Pledges By Pledgee And Maturity



**Pledged To: CITY TREASURER**

**Jones Bank - Seward, NE**

**As Of 6/30/2020**

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Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		
							Original Face	Market Value	
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	300,342.00
COMM: COMMERCE BANK	661615UB8	AFS	N PLATTE-REF NE 32 12/15/32	3.00	A-	200,000.00 100.00%	200,000.00	201,230.34	209,272.00
COMM: COMMERCE BANK	79517YAR6	AFS	SALINE CO EDL-A-REF NE 33 02/15/33	3.30	A	350,000.00 100.00%	350,000.00	334,111.47	350,294.00
COMM: COMMERCE BANK	698864HR9	AFS	PAPILLION MUNI FACS NE 33 12/15/33	3.00	Aa1	175,000.00 100.00%	175,000.00	178,370.62	183,984.50
COMM: COMMERCE BANK	80449PEB7	AFS	SAUNDERS SD #9-REF NE 33 12/15/33	3.35		400,000.00 100.00%	400,000.00	395,106.28	400,316.00
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	409,332.00
COMM: COMMERCE BANK	943776KA1	AFS	WAVERLY NE 34 06/01/34	2.95		335,000.00 100.00%	335,000.00	335,000.00	346,631.20
COMM: COMMERCE BANK	25928KCK5	AFS	DOUGLAS SAN #466-REF NE 34 09/15/34	3.20		175,000.00 100.00%	175,000.00	175,000.00	176,375.50
COMM: COMMERCE BANK	25930PDA1	AFS	DOUGLAS SID #477-REF NE 34 09/15/34	4.00		150,000.00 100.00%	150,000.00	150,000.00	154,491.00
COMM: COMMERCE BANK	31418BY59	AFS	FNMA 20YR 02/01/36	3.50	MA2531	1,125,000.00 100.00%	513,293.93	536,032.13	549,449.89
COMM: COMMERCE BANK	122861JNB	AFS	BURT CO PUB PWR-A-REF NE 31 07/01/36	3.50		350,000.00 100.00%	350,000.00	350,000.00	353,878.00
COMM: COMMERCE BANK	25936FAU6	AFS	DOUGLAS SANTN #513 NE 36 08/15/36	3.65		225,000.00 100.00%	225,000.00	225,000.00	226,536.75
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	269,534.20

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# Pledges By Pledgee And Maturity



**Pledged To: CITY TREASURER**

Jones Bank - Seward, NE

As Of 6/30/2020

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Receipt# Safekeeping Location	CUSIP Location	ASC 320 Maturity	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Original Face	Pledged		Market Value
									Par	Book Value	
COMM: COMMERCE BANK	306584AT0	AFS	FALLS CO UTL REV-REF NE 36 12/15/36		3.25		180,000.00 100.00%	180,000.00	180,000.00	177,833.20	180,756.00
COMM: COMMERCE BANK	31418CGF5	AFS	FNMA 20YR 02/01/37		MA2897 3.00		1,000,000.00 100.00%	1,000,000.00	663,570.29	673,261.86	701,525.93
COMM: COMMERCE BANK	80379KCR9	AFS	SARPY CO SID #272 NE 37 12/15/37		4.25		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	205,760.00
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	250,000.00	265,757.50
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	152,146.50
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	192,129.90
COMM: COMMERCE BANK	164543BF6	AFS	CHERRY CO NE 40 12/15/40		3.00	Aa3	200,000.00 100.00%	200,000.00	200,000.00	207,338.20	209,854.00
COMM: COMMERCE BANK	3136A3E64	AFS	FNR 2012-9 YC 11/25/41		2.00		2,250,000.00 100.00%	2,250,000.00	631,849.64	616,250.76	647,700.41
COMM: COMMERCE BANK	3137BMSR8	AFS	FHR 4548 GB 07/15/42		3.00		1,100,000.00 100.00%	1,100,000.00	393,140.09	400,399.75	402,634.66
COMM: COMMERCE BANK	3136ARSY5	AFS	FNR 2016-8 EH 08/25/42		4.00		1,000,000.00 100.00%	1,000,000.00	353,485.09	365,102.22	367,555.78
COMM: COMMERCE BANK	3137B75U9	AFS	FHR 4292 PA 03/15/43		3.00		1,550,000.00 100.00%	1,550,000.00	590,589.09	602,853.07	626,941.56
<b>50 Securities Pledged To: 1010 - CITY TREASURER</b>								<b>19,655,000.00</b>	<b>13,361,703.89</b>	<b>13,392,486.72</b>	<b>13,706,677.05</b>

CASH IN BANK \$13,174,245.50

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6/30/2020 9:04 AM - BLA / JNBT

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

Pledged Securities Detail  
June 30, 2020

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Report Sequence: sgrp, CUSIP, Ticket

SGRP STYP Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			Market Value Collateral Value
										Par Value Book Value	Carrying Value Interest Rec		
PLEDGEE: CITY OF SEWARD (02)													
CMO	3137AWU78	1.250			185157011-1		12/15/2027	1,500,000.00	1,500,000.00	211,273.07	208,081.56	208,081.56	208,081.56
FHR	FHR 4145 AC						12/1/2012	211,273.07	100.00%	209,248.10	220.08	208,301.64	208,301.64
D02/02							AFS						
CMO	3137B0NV2	1.500			185157163-1		9/15/2025	2,000,000.00	2,000,000.00	233,723.18	236,292.12	236,292.12	236,292.12
FHR	FHR 4176 EC						3/1/2013	233,723.18	100.00%	232,239.69	292.15	236,584.27	236,584.27
D02/02							AFS						
GNMA	36176W2B6	4.000			185168920-1		12/15/2026	560,000.00	560,000.00	76,621.06	81,626.98	81,626.98	81,626.98
GNMA	GNMA POOL 778670						12/1/2011	76,621.06	100.00%	79,648.63	255.40	81,882.38	81,882.38
D02/02							AFS						
GNMA	36202ERL5	5.000			185171012-1		3/20/2023	500,000.00	500,000.00	14,364.87	14,901.27	14,901.27	14,901.27
GNM2	GNMA2 POOL 4091						3/1/2008	14,364.87	100.00%	14,662.45	59.85	14,961.12	14,961.12
D02/02							AFS						
GNMA	3620A9QG9	3.500			185171527-1		9/15/2024	750,000.00	750,000.00	63,747.35	66,311.62	66,311.62	66,311.62
GNMA	GNMA POOL 723255						9/1/2009	63,747.35	100.00%	65,697.87	185.93	66,497.55	66,497.55
D02/02							AFS						
GNMA	3620AR589	3.500			185171588-1		5/15/2025	1,000,000.00	1,000,000.00	107,379.57	113,033.10	113,033.10	113,033.10
GNMA	GNMA POOL 737260						5/1/2010	107,379.57	100.00%	109,644.98	313.19	113,346.29	113,346.29
D02/02							AFS						
GNMA	36241KJN9	5.500			185173887-1		12/20/2020	750,000.00	750,000.00	85.02	85.68	85.68	85.68
GNM2	GNMA2 POOL 782069						3/1/2006	85.02	100.00%	85.47	0.39	86.07	86.07
D02/02							AFS						
MBS	3128MEHL8	5.000			185145155-1		11/1/2024	557,000.00	557,000.00	4,444.05	4,515.57	4,515.57	4,515.57
FGLM	FHLMC POOL G15435						5/1/2015	4,444.05	100.00%	4,567.22	18.52	4,534.09	4,534.09
D02/02							AFS						
MBS	3128MMLQ4	4.500			185145399-1		12/1/2024	1,015,000.00	1,015,000.00	37,506.49	39,648.80	39,648.80	39,648.80
FGLM	FHLMC POOL G18334						12/1/2009	37,506.49	100.00%	38,376.59	140.65	39,789.45	39,789.45
D02/02							AFS						
MBS	3128PNBR8	4.000			185147186-1		7/1/2024	1,300,000.00	1,300,000.00	47,575.29	50,381.96	50,381.96	50,381.96
FGLM	FHLMC POOL J09948						6/1/2009	47,575.29	100.00%	49,064.02	158.58	50,540.54	50,540.54
D02/02							AFS						

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

H231 - Pledged Securities Detail  
AS OF 6/30/2020, Created 6/27/2020 10:30:05 AM

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

Pledged Securities Detail  
June 30, 2020

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			Market Value Collateral Value
										Par Value Book Value	Carrying Value Interest Rec		
MBS	3128PQ4E8	4.500			185147195-1		2/1/2025	1,200,000.00	1,200,000.00	55,568.41	58,911.68	58,911.68	
FGLM	FHLMC POOL J11721						2/1/2010	55,568.41	100.00%	57,750.36	208.38	59,120.06	
D02/02							AFS						
MBS	3128PVN22	3.000			185147378-1		6/1/2021	285,000.00	285,000.00	5,160.45	5,454.21	5,454.21	
FGLM	FHLMC POOL J15809						6/1/2011	5,160.45	100.00%	5,186.91	12.90	5,467.11	
D02/02							AFS						
MBS	3128Q0GL5	4.000			185147609-1		5/1/2027	425,000.00	425,000.00	63,746.08	67,982.03	67,982.03	
FGLM	FHLMC POOL J19203						5/1/2012	63,746.08	100.00%	66,836.12	212.49	68,194.52	
D02/02							AFS						
MBS	31294MML2	3.000			185147907-1		3/1/2022	1,000,000.00	1,000,000.00	28,126.75	29,732.17	29,732.17	
FGLM	FHLMC POOL E03063						3/1/2012	28,126.75	100.00%	28,399.08	70.32	29,802.49	
D02/02							AFS						
MBS	31335HUG6	6.000			185150272-1		10/1/2022	700,000.00	700,000.00	1,958.52	2,154.37	2,154.37	
FGLM	FHLMC POOL C90583						10/1/2002	1,958.52	100.00%	1,963.42	9.79	2,164.16	
D02/02							AFS						
MBS	31335HYR8	5.500			185150298-1		10/1/2023	3,250,000.00	3,250,000.00	42,363.00	44,743.75	44,743.75	
FGLM	FHLMC POOL C90720						10/1/2003	42,363.00	100.00%	43,815.37	194.16	44,937.91	
D02/02							AFS						
MBS	31371LQY8	5.000			185155978-1		6/1/2024	500,000.00	500,000.00	8,173.95	8,966.56	8,966.56	
FNMA	FNMA POOL 255271						5/1/2004	8,173.95	100.00%	8,137.87	34.06	9,000.62	
D02/02							AFS						
MBS	31371NJQ9	6.500			185156082-1		8/1/2022	1,100,000.00	1,100,000.00	13,353.48	13,918.40	13,918.40	
FNMA	FNMA POOL 256871						7/1/2007	13,353.48	100.00%	13,718.03	72.33	13,990.73	
D02/02							AFS						
MBS	31375HAP9	3.870			185156211-1		2/1/2026	1,000,000.00	1,000,000.00	1,457.71	1,511.98	1,511.98	
FNMV	FNMA ARM POOL 334914						1/1/1996	1,457.71	100.00%	1,463.23	4.70	1,516.68	
D02/02							AFS						
MBS	3138AMK38	4.500			185159473-1		7/1/2026	500,000.00	500,000.00	73,580.93	77,775.85	77,775.85	
FNMA	FNMA POOL AI7513						7/1/2011	73,580.93	100.00%	76,473.75	275.93	78,051.78	
D02/02							AFS						
MBS	3138EJLQ9	4.000			185159924-1		7/1/2027	443,000.00	443,000.00	77,386.82	82,523.65	82,523.65	
FNMA	FNMA POOL AL2134						7/1/2012	77,386.82	100.00%	80,666.75	257.96	82,781.61	
D02/02							AFS						

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

Pledged Securities Detail  
June 30, 2020

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			Market Value Collateral Value
										Par Value Book Value	Carrying Value Interest Rec	Market Value	
MBS	3138EKRM9 FNMA POOL AL3191	3.500			185160071-1		2/1/2028	500,000.00	500,000.00	100,237.70	105,645.87	105,645.87	
D02/02							2/1/2013	100,237.70	100.00%	104,291.97	292.36	105,938.23	
MBS	3138EKVM4 FNMA POOL AL3327	2.500			185160087-1		4/1/2023	525,000.00	525,000.00	53,830.58	55,197.30	55,197.30	
D02/02							3/1/2013	53,830.58	100.00%	54,162.71	112.15	55,309.45	
MBS	3138ELYF4 FNMA POOL AL4309	4.000			185160221-1		10/1/2028	1,000,000.00	1,000,000.00	198,012.05	213,133.89	213,133.89	
D02/02							10/1/2013	198,012.05	100.00%	206,750.91	660.04	213,793.93	
MBS	3138EMCY5 FNMA POOL AL4586	4.000			185160242-1		2/1/2027	575,000.00	575,000.00	96,972.20	102,997.93	102,997.93	
D02/02							12/1/2013	96,972.20	100.00%	101,359.92	323.24	103,321.17	
MBS	31407T2J8 FNMA POOL 840577	5.000			185163606-1		10/1/2020	545,000.00	545,000.00	626.58	631.02	631.02	
D02/02							10/1/2005	626.58	100.00%	627.11	2.61	633.63	
MBS	3140J5EA3 FNMA POOL BM1028	2.500			185164038-1		12/1/2029	300,000.00	300,000.00	133,975.38	140,212.34	140,212.34	
D02/02							3/1/2017	133,975.38	100.00%	134,565.72	279.12	140,491.46	
MBS	31410KAW4 FNMA POOL 889321	4.000			185164389-1		3/1/2023	2,050,000.00	2,050,000.00	21,444.58	21,633.83	21,633.83	
D02/02							3/1/2008	21,444.58	100.00%	21,867.13	71.48	21,705.31	
MBS	31412P2K6 FNMA POOL 931478	4.500			185164602-1		7/1/2024	2,900,000.00	2,900,000.00	81,326.50	85,935.42	85,935.42	
D02/02							6/1/2009	81,326.50	100.00%	83,988.10	304.97	86,240.39	
MBS	31417SAL4 FNMA POOL AC5410	4.500			185165282-1		10/1/2024	2,040,000.00	2,040,000.00	124,601.63	131,528.85	131,528.85	
D02/02							10/1/2009	124,601.63	100.00%	129,104.54	467.26	131,996.11	
MBS	31418AAC2 FNMA POOL MA0502	3.000			185165786-1		11/1/2026	1,000,000.00	1,000,000.00	80,646.33	84,408.14	84,408.14	
D02/02							10/1/2011	80,646.33	100.00%	81,740.50	201.62	84,609.76	
MBS	31418AQY7 FNMA POOL MA1370	2.500			185166318-1		3/1/2023	500,000.00	500,000.00	50,781.97	52,114.24	52,114.24	
D02/02							2/1/2013	50,781.97	100.00%	51,135.08	105.80	52,220.04	

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

Pledged Securities Detail  
June 30, 2020

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Market Value Collateral Value
										Par Value Book Value	Carrying Value Interest Rec	
MBS	31418AYS1	2.500			185166625-1		10/1/2023					
FNMA	FNMA POOL MA1620						9/1/2013	587,000.00	587,000.00	84,110.33	83,843.67	83,843.67
D02/02							AFS	84,110.33	100.00%	84,783.94	175.23	84,018.90
MUNI	123825GA3	2.750		NE	185139632-1	Contin	8/15/2029					
REV	BUTLER NE PUB PWR DIST ELEC SY					5/12/2021	5/12/2016	150,000.00	150,000.00	150,000.00	151,480.50	151,480.50
D02/02						100.000	AFS	150,000.00	100.00%	150,000.00	1,558.33	153,038.83
MUNI	199437KM5	2.800		NE	185141492-1	Contin	6/15/2025					
REV	COLUMBUS NE COMB REV					7/1/2020	8/7/2012	205,000.00	205,000.00	205,000.00	205,354.65	205,354.65
D02/02	AA					100.000	AFS	205,000.00	100.00%	204,058.23	255.11	205,609.76
MUNI	199437LA0	2.875		NE	185141494-1	Contin	6/15/2026					
REV	COLUMBUS NE COMB REV					7/23/2020	7/23/2015	100,000.00	100,000.00	100,000.00	100,166.00	100,166.00
D02/02	AA					100.000	AFS	100,000.00	100.00%	99,591.80	127.78	100,293.78
MUNI	231868NU0	2.550		NE	185142176-1	Contin	12/1/2023					
REV	CLUSTER NE PUBLIC PWR DIST					8/27/2020	8/27/2015	100,000.00	100,000.00	100,000.00	100,335.00	100,335.00
D02/02						100.000	AFS	100,000.00	100.00%	100,000.00	212.50	100,547.50
MUNI	239421JU0	2.750		NE	185142338-1	Contin	9/15/2027					
REV	DAWSON NEB PUB PWR DIST REV					9/17/2020	9/17/2015	100,000.00	100,000.00	100,000.00	100,306.00	100,306.00
D02/02	A					100.000	AFS	100,000.00	100.00%	99,028.24	809.72	101,115.72
MUNI	25928FBA9	3.150		NE	185142823-1	Contin	7/15/2026					
GO	DOUGLAS CNTY NE SAN & IMPT					1/15/2021	1/15/2016	100,000.00	100,000.00	100,000.00	100,760.00	100,760.00
D02/02						100.000	AFS	100,000.00	100.00%	100,000.00	1,452.50	102,212.50
MUNI	259290EB6	3.100		NE	185142828-1	Contin	8/15/2030					
GO	DOUGLAS CNTY NE SAN & IMPT DIS					6/15/2021	6/15/2016	150,000.00	150,000.00	150,000.00	151,422.00	151,422.00
D02/02						100.000	AFS	150,000.00	100.00%	150,000.00	1,756.67	153,178.67
MUNI	259292CS7	2.700		NE	185142831-1	Contin	11/15/2026					
GO	DOUGLAS CNTY SAN IMPT DIST 427					11/15/2022	11/15/2017	280,000.00	280,000.00	280,000.00	277,121.60	277,121.60
D02/02						100.000	AFS	280,000.00	100.00%	280,000.00	966.00	278,087.60
MUNI	25930HAU8	2.400		NE	185142850-1	Contin	3/15/2022					
GO	DOUGLAS CNTY NE SAN & IMPT DIS					7/1/2020	3/15/2015	75,000.00	75,000.00	75,000.00	75,065.25	75,065.25
D02/02						100.000	AFS	75,000.00	100.00%	75,000.00	530.00	75,595.25
MUNI	25930PCG9	2.900		NE	185142854-1	Contin	11/15/2028					
GO	DOUGLAS CNTY NE SAN & IMPT					11/15/2021	11/15/2016	80,000.00	80,000.00	80,000.00	81,116.00	81,116.00
D02/02						100.000	AFS	80,000.00	100.00%	80,000.00	296.44	81,412.44

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

Pledged Securities Detail  
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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Market Value Collateral Value
										Par Value Book Value	Carrying Value Interest Rec	
MUNI GO D02/02	25930VCD3 DOUGLAS CNTY NE SAN & IMPT	2.550		NE	185142857-1	Contin 3/1/2021 100.000	2/15/2024 3/1/2016 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	50,469.50 481.67	50,469.50 50,951.17
MUNI GO D02/02	25931FCK1 DOUGLAS CNTY NE SAN & IMPT	3.000		NE	185142860-1	Contin 9/15/2021 100.000	9/15/2031 9/15/2016 AFS	240,000.00 240,000.00	240,000.00 100.00%	240,000.00 240,000.00	242,400.00 2,120.00	242,400.00 244,520.00
MUNI GO D02/02	25931KAV8 DOUGLAS CNTY NE SAN & IMPT	2.600		NE	185142861-1	Contin 7/1/2020 100.000	5/15/2023 5/15/2015 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	100,117.00 332.22	100,117.00 100,449.22
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT	2.700		NE	185142862-1	Contin 11/15/2021 100.000	11/15/2028 11/15/2016 AFS	170,000.00 170,000.00	170,000.00 100.00%	170,000.00 170,000.00	172,050.20 586.50	172,050.20 172,636.70
MUNI GO D02/02	25931MBX9 DOUGLAS CNTY NE SAN & IMPT	3.100		NE	185142863-1	Contin 7/15/2021 100.000	10/15/2029 7/15/2016 AFS	140,000.00 140,000.00	140,000.00 100.00%	140,000.00 140,000.00	141,495.20 916.22	141,495.20 142,411.42
MUNI GO D02/02	25931QBD4 DOUGLAS CNTY NE SAN & IMPT	3.200		NE	185142864-1	Contin 12/1/2020 100.000	11/1/2026 12/1/2015 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	100,738.00 533.33	100,738.00 101,271.33
MUNI GO D02/02	25931VBA9 DOUGLAS CNTY NE SA & IMPT DIST	3.050		NE	185142865-1	Contin 5/15/2021 100.000	11/15/2029 5/15/2016 AFS	135,000.00 135,000.00	135,000.00 100.00%	135,000.00 135,000.00	136,232.55 526.13	136,232.55 136,758.68
MUNI GO D02/02	25931VBN1 DOUGLAS CNTY NE SAN & IMPT	3.500		NE	185142866-1	Contin 7/15/2022 100.000	8/15/2032 7/27/2017 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	49,143.00 661.11	49,143.00 49,804.11
MUNI GO D02/02	25933BCU6 DOUGLAS CNTY NE SAN & IMPT	3.600		NE	185142873-1	Contin 7/15/2020 100.000	7/15/2027 7/15/2015 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	100,185.00 1,660.00	100,185.00 101,845.00
MUNI GO D02/02	25934ACJ2 DOUGLAS CNTY NE SAN & IMPT	3.100		NE	185142882-1	Contin 7/15/2021 100.000	12/15/2030 7/15/2016 AFS	120,000.00 120,000.00	120,000.00 100.00%	120,000.00 120,000.00	121,137.60 165.33	121,137.60 121,302.93
MUNI GO D02/02	25934QDB3 DOUGLAS CNTY NE SAN & IMPT	2.000		NE	185142887-1	Contin 10/1/2021 100.000	10/1/2021 10/1/2016 AFS	80,000.00 80,000.00	80,000.00 100.00%	80,000.00 80,000.00	80,628.80 400.00	80,628.80 81,028.80

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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-#	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	
MUNI GO D02/02	406028FB1 HALL CNTY NE ARPT AUTH		3.200	NE	185176895-1	Contn 7/1/2020	7/15/2030 6/5/2015 AFS	85,000.00	85,000.00	85,000.00	85,130.05	85,130.05
MUNI GO D02/02	406036HN6 HALL CNTY NE SCD #2 GRAND IS		2.400	NE	185176896-1	Contn 7/1/2020	12/15/2024 2/9/2015 AFS	100,000.00	100,000.00	100,000.00	100,153.00	100,153.00
MUNI GO D02/02	473260DB0 JEFFERSON CNTY NE		2.550	NE	185178494-1	Contn 7/1/2020	12/15/2025 6/5/2015 AFS	80,000.00	80,000.00	80,000.00	80,126.40	80,126.40
MUNI GO D02/02	487571FT3 KEITH CNTY NE SCD #1		2.950	NE	185178659-1	Contn 12/28/2020	12/15/2027 12/28/2015 AFS	100,000.00	100,000.00	100,000.00	100,905.00	100,905.00
MUNI GO D02/02	505318QS7 LA VISTA NE		2.650	NE	185179244-1	Contn 7/1/2020	11/15/2024 12/31/2014 AFS	115,000.00	115,000.00	115,000.00	115,186.30	115,186.30
MUNI REV D02/02	57973FDD8 MCCOOK NE PUBLIC PWR DIST		3.150	NE	185181069-1	Contn 8/9/2022	12/15/2030 8/9/2017 AFS	100,000.00	100,000.00	100,000.00	103,053.00	103,053.00
MUNI GO D02/02	68905FFE4 OTOE CNTY NE SCH DIST #111		2.500	NE	185184481-1	Contn 7/1/2020	11/15/2023 2/15/2013 AFS	100,000.00	100,000.00	100,000.00	100,191.00	100,191.00
MUNI GO D02/02	803760EJ2 SARPY CNTY NE SAN & IMPT DIST		3.650	NE	185187204-1	Prerefd 12/15/2020	12/15/2029 12/15/2015 AFS	100,000.00	100,000.00	100,000.00	101,571.00	101,571.00
MUNI GO D02/02	803766BG8 SARPY CNTY NE SAN & IMPT		2.850	NE	185187208-1	Contn 7/1/2020	5/15/2022 7/1/2015 AFS	90,000.00	90,000.00	90,000.00	90,140.40	90,140.40
MUNI GO D02/02	80376DCN7 SARPY CNTY NE SAN & IMPT DIST		3.250	NE	185187210-1	Contn 7/1/2020	10/15/2023 10/15/2012 AFS	200,000.00	200,000.00	200,000.00	200,446.00	200,446.00
MUNI GO D02/02	80376ECZ8 SARPY CNTY NE SAN & IMPT DIST		3.750	NE	185187211-1	Contn 2/15/2022	8/15/2029 2/15/2017 AFS	90,000.00	90,000.00	90,000.00	92,576.70	92,576.70

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As of 6/30/2020. Created 5/27/2020 12:25:00 AM

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	Pledge Values			Market Value Collateral Value	
								Total Face Total Par	Pledged Face % of Total	Par Value Book Value		Carrying Value Interest Rec
MUNI	80376UBK6		2.700	NE	185187214-1	Prerefnd 7/15/2022	8/15/2026 7/15/2017	50,000.00	50,000.00	50,000.00	52,445.50	52,445.50
D02/02	SARPY CNTY NE SAN & IMPT DIST					100.000	AFS	50,000.00	100.00%	50,000.00	510.00	52,955.50
MUNI	80377TBE2		2.800	NE	185187220-1	Contln 11/15/2021	11/15/2028 11/15/2016	85,000.00	85,000.00	85,000.00	86,137.30	86,137.30
GO	SARPY CNTY NE SAN & IMPT DIST					100.000	AFS	85,000.00	100.00%	85,000.00	304.11	86,441.41
D02/02								85,000.00	100.00%	85,000.00		86,636.72
MUNI	80377TBF9		2.900	NE	185187221-1	Contln 11/15/2021	11/15/2029 11/15/2016	85,000.00	85,000.00	85,000.00	86,321.75	86,321.75
GO	SARPY CNTY NE SAN & IMPT DIST					100.000	AFS	85,000.00	100.00%	85,000.00	314.97	86,636.72
D02/02								85,000.00	100.00%	85,000.00		85,227.80
MUNI	80378TEW8		3.850	NE	185187230-1	Contln 4/15/2023	10/15/2033 4/15/2018	85,000.00	85,000.00	85,000.00	85,227.80	85,227.80
GO	SARPY CNTY NE SAN & IMPT DIST					100.000	AFS	85,000.00	100.00%	85,000.00	690.86	85,918.66
D02/02								85,000.00	100.00%	85,000.00		85,918.66
MUNI	818483FG9		2.450	NE	185187557-1	Contln 6/15/2021	2/15/2028 6/15/2016	150,000.00	150,000.00	150,000.00	151,500.00	151,500.00
REV	SEWARD NE ELEC REV					100.000	AFS	150,000.00	100.00%	150,000.00	1,388.33	152,888.33
D02/02								150,000.00	100.00%	150,000.00		152,888.33
MUNI	818484DG9		2.300	NE	185187560-1	Contln 8/12/2021	9/15/2029 8/12/2016	130,000.00	130,000.00	130,000.00	131,197.30	131,197.30
REV	SEWARD NE SANTN SWR SYS					100.000	AFS	130,000.00	100.00%	130,000.00	880.39	132,077.69
D02/02								130,000.00	100.00%	130,000.00		132,077.69
MUNI	854746DX9		2.550	NE	185195280-1	Contln 3/2/2021	8/1/2028 3/2/2016	155,000.00	155,000.00	155,000.00	156,221.40	156,221.40
REV	STANTON CNTY NE PUB PWR DIST					100.000	AFS	155,000.00	100.00%	155,000.00	1,646.88	157,868.28
D02/02								155,000.00	100.00%	155,000.00		157,868.28
MUNI	886094CD1		2.500	NE	184003102-1	Cont 5/28/2025	12/15/2035 5/28/2020	200,000.00	200,000.00	200,000.00	201,320.00	201,320.00
GO	THURSTON CNTY NEB					100.000	AFS	200,000.00	100.00%	197,014.44	458.33	201,778.33
D02/02								200,000.00	100.00%	197,014.44		201,778.33
MUNI	919558KF2		2.900	NE	185197361-1	Contln 7/1/2020	12/15/2025 5/28/2014	150,000.00	150,000.00	150,000.00	150,337.50	150,337.50
GO	VLV CNTY NE					100.000	AFS	150,000.00	100.00%	150,000.00	193.33	150,530.83
D02/02								150,000.00	100.00%	150,000.00		150,530.83
MUNI	93811PBV9		2.500	NE	185197916-1	Contln 7/1/2020	12/1/2025 5/14/2015	150,000.00	150,000.00	150,000.00	150,210.00	150,210.00
REV	WASHINGTON CNTY NE PUB SAFETY					100.000	AFS	150,000.00	100.00%	150,000.00	312.50	150,522.50
D02/02								150,000.00	100.00%	150,000.00		150,522.50
MUNI	943781BN3		3.100	NE	185198094-1	Contln 1/20/2021	6/15/2029 1/20/2016	100,000.00	100,000.00	100,000.00	100,826.00	100,826.00
REV	WAVERLY NE COMB UTIL REV					100.000	AFS	100,000.00	100.00%	100,000.00	137.78	100,963.78
D02/02								100,000.00	100.00%	100,000.00		100,963.78

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As of: 6/30/2020 08:52:20 AM  
H231 - Pledged Securities Detail

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

Pledged Securities Detail  
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Report Sequence: sgrp, CUSIP, Ticket

SGrp STYP Loc/PI	CUSIP Description S&P	Rate	Moody	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	Carrying Value Collateral Value	
TAX	68189TBA3	6.400		NE	185184294-1		2/1/2026	65,000.00	35,000.00	35,000.00	40,843.60	40,843.60	
TAXREV	OMAHA NEB SPL OBLIG						3/25/2008	65,000.00	53.85%	35,000.00	933.33	41,776.93	
D02/02	AA+		Aa3				AFS						
TAX	81847EMD5	2.750		NE	185187550-1	Contin	10/1/2022	140,000.00	100.00%	140,000.00	141,082.20	141,082.20	
TAXGO	SEWARD NE					5/2/2021	5/2/2016	140,000.00	100.00%	140,000.00	962.50	142,044.70	
D02/02						100.000	AFS						
<b>CITY OF SEWARD</b>								<b>38,157,000.00</b>		<b>7,494,161.88</b>	<b>7,626,708.86</b>	<b>7,626,708.86</b>	
										<b>7,536,716.25</b>	<b>36,643.21</b>	<b>7,663,352.07</b>	

CASH IN BANK \$8,383,223.06

CURRENT YEAR: June 2020

LAST YEAR: June 2019

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	0	\$ -	\$ -
REMODEL/ADDIT.	8	\$ 424.00	\$ 68,645.00
ACCESSORY	16	\$ 433.50	\$ 21,344.00
RELOCATE	1	\$ 25.00	\$ 10,125.00
ELECTRIC			
PLUMBING	18	\$ 1,155.00	
MECHANICAL	9	\$ 660.00	
SEWER TAP	0	\$ -	
WATER TAP	0	\$ -	
TEMP. ELEC.	0	\$ -	
ELECTRIC SER.	0	\$ -	
TOTALS	52	\$ 2,697.50	\$ 100,114.00

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	1	\$ 1,029.30	\$ 390,707.00
REMODEL/ADDIT.	5	\$ 722.00	\$ 192,390.00
ACCESSORY	30	\$ 5,285.75	\$ 116,795.00
RELOCATE	7	\$ 300.00	\$ 12,365.00
ELECTRIC	0		\$ -
PLUMBING	9	\$ 1,010.00	\$ -
MECHANICAL	16	\$ 1,250.00	\$ -
SEWER TAP	1	\$ 250.00	\$ -
WATER TAP	1	\$ 881.00	\$ -
TEMP. ELEC.	1	\$ 50.00	\$ -
ELECTRIC SER.	1	\$ 400.00	\$ -
TOTALS	72	\$ 11,178.05	\$ 712,257.00

YEAR TO DATE January to December 2020

YEAR TO DATE January to December 2019

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	19	\$ 45,134.80	\$10,320,939.67
REMODEL/ADDIT.	39	\$ 10,528.09	\$ 4,277,658.77
ACCESSORY	98	\$ 8,683.95	\$ 391,904.00
RELOCATE	5	\$ 150.00	\$ 21,115.00
ELECTRIC		\$ -	\$ -
PLUMBING	91	\$ 7,435.00	\$ -
MECHANICAL	40	\$ 6,042.28	\$ -
SEWER TAP	17	\$ 4,250.00	\$ -
WATER TAP	17	\$ 14,977.00	\$ -
TEMP. ELEC.	18	\$ 900.00	\$ -
ELECTRIC SER.	18	\$ 4,200.00	\$ -
TOTALS	362	\$ 102,301.12	\$15,011,617.44

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	14	\$ 10,423.95	\$ 3,715,301.53
REMODEL/ADDIT.	35	\$ 3,643.15	\$ 1,028,182.50
ACCESSORY	65	\$ 7,994.20	\$ 317,317.00
RELOCATE	19	\$ 600.00	\$ 240,723.94
ELECTRIC	5	\$ 195.00	\$ -
PLUMBING	49	\$ 3,745.00	\$ -
MECHANICAL	47	\$ 4,040.00	\$ -
SEWER TAP	13	\$ 3,250.00	\$ -
WATER TAP	13	\$ 11,453.00	\$ -
TEMP. ELEC.	13	\$ 650.00	\$ -
ELECTRIC SER.	14	\$ 3,200.00	\$ -
TOTALS	287	\$ 49,194.30	\$ 5,301,524.97

# OPEN Property Maintenance Code Violation Report

					Last Update; 7/14/2020
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
906 Main St	Vehicles stored with no current license and registration, Junk piled on the lot and junk appliances stored outside	7/10/2020	Daniel & Lorrie Pearson	In person	The junk has been removed, the vehicles have been licensed and the appliance are scheduled for pick-up
29 Jackson Ave	Abandoned property due to fire		Katherine & Joseph Desantiago		Joseph is deceased. Phone number no longer valid. Neighbor says she relocated to York.
345 S 9th St	RV set up for residency in violation of the ULDO	6/26/2020	Tod/Colleen Cameron 402-643-5418 Colleen 402-643-6209		Camper has been moved to the driveway and the fence has been completed.
		6/11/2020			Board of Adjustments meeting cancelled by Colleen Cameron. Camper will be moved on the driveway and comply with city ordinances. A fence permit has been issued as well though not required.
		Extended due to weather		LM 5/5/2020	Left message and advised to call back. Greg Butcher spoke with the City Attorney. Todd can have RV just behind front line of house. He talked about having an 8' fence which is not required, but he can only have a 6' tall fence. Applied for variance - Board of adjustment June 11,2020
950 Jackson	Vehicles, abandoned with no current license and registration	6/22/2020	Keith Rader	In person	Bill Arkel reported the abandoned vehicles had been removed and the uncensured vehicles had been registered and licensed.

## OPEN Property Maintenance Code Violation Report

		6/22/2020		Delivered by SPD 6/13/2020	7 day compliance letter by Greg Butcher-City Administrator, hand delivered.
		5/8/2020		In person	Bill Arkel community officer took pictures of vehicles. Spoke to owner and let him know he had 7days to get license and registration on vehicles. If not done in 7days a letter will come from the City Administrator, after the 7days of the letter. The vehicles will be removed at the owners expense.
810 Moffit St	Disrepair, protective treatments, decayed siding, facia/trim,	Extended due to weather	Patricia Murphy (life use)	Personal	In process, attempting to contact owner
90 Roberts St	Water leaking from tenant above and exterior in disrepair		Sandy Nuttleman	Personal	Attempting to contact owner
345 S 9th St	RV set up for residency in violation of the ULDO	5/31/2019	Tod/Colleen Cameron 402-643- 5418	Spoke with in person	Tod stated he would remove the skirting and move the RV to the paved drive and behind the leading edge of the house, he also stated he would disconnect the electric and only used as needed to charge the batteries.
722 N 3rd St	Bedroom windows won't open	5/31/2019	Jordan Splatz 360-3525, rental property	Personal	Contacted owner and advised that bedroom windows do not open fully. He advsied that he will take care of.
444 N 2nd St	Protective treatment, decayed siding/facia/trim, porch roof failing	Extended due to weather	Gary Weaver PO Box 5592 Irvine, CA 92616, 949-395-6341	Certified mail	The owner reports that he is working on a plan to abate code violations, can't paint currently due to winter, requests a time extension to comply, due to him living in CA.
430 N 2nd	Protective treatment, decayed siding/facia/trim, foundation walls, gutters	Extended due to weather	Gary Weaver PO Box 5592 Irvine, CA 92616, 949-395-6341	Certified mail	The owner reports that he is working on a plan to abate code violations, can't paint currently due to winter, requests a time extension to comply, due to him living in CA.

## OPEN Property Maintenance Code Violation Report

648 Seward St	Unsafe Structure, Failing west exterior brick wall	10/19/2016	New owners: Darko & Suzanne Gligorevic	Served by City Staff	Owner has obtained building permit to repair exterior wall and construction is in progress.
110 S 12th St	Retaining wall failing		Locust Apartments 312 E 3rd St. Neligh, NE (402-992-1983) Lisa Regional Mgr.	Certified	Owner requested time extension to secure Contractor. Owner is obtaining plans from structural engineer. New Notice & Order served. Installed temp reinforcing barricade. Owner has hired a structural engineer, proposed plans submitted. No permit has been applied for.
424 N 7th St.	Exterior openings, Protective treatment, decayed siding/soffitts/fascia, Trash-junk-vehicles, auto parts	5/1/2019	Jeremy Martin, 424 N 7th St. Seward, NE 402-641-6127	Served by SPD	Owner plans on repairing gargae as soon as it warms up. Advised will need a Bldg permit, and to clean up yard while waiting. Owner is making progress cleaning, and repairing garage. Progress has stalled. New Notice & Order served. Failed to comply, little progress observed, see enclosed report and photos.

### 2012

149 N 1st	Protective treatment, decayed siding, windows, facia, soffits, roof, foundation	6/12/2019	New owner is Steve Butler, 268 4th St. Garland, NE. 402-508-0478	Served by Certified mail	New owner has a buidling permit for a new roof and construction is in progress. Owner is planning on rectifying all code violations. Making good progress.
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### 2011

		10/1/2018			
535 S Columbia	Unsafe Structures, Foundation failing, Protective treatment		Daniel & Barbara Liska, 1215 Eastridge Seward, NE 68434. 402-641-3600, 643-6784	Served by City Staff	Barb reports that they thought that they had a buyer but it fell thru. If they don't sell it within 2 weeks, they are going to demo it.

# OPEN Property Maintenance Code Violation Report

<p>1313 W Hwy 34</p>	<p>Foundation stem walls, grading-drainage, tall weeds, exterior storage, long/short term vehicle parking</p>
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<p>Brian Fehlhafer, 1389 Progressive Rd.</p>	<p>Served by SPD</p>	<p>Referred to City Atty 2-28-11 for non-compliance/further action. City Admin. will meet with Fehlhafer. Unknown status. New Notice &amp; Orders to be served, pending City Admin. NEW NOTICE &amp; ORDER served, PER CITY COUNCIL. 9-28-18, City Admin. instructed Bldg Dept. to HOLD OFF issuing citation, the Mayor and City Administrator are going to meet with the owner and work on a plan. No update from City Admin. has been received. City Admin reports that they will instruct owner to obtain a Demo permit. The owner has obtained a DEMO permit. No progress being made.</p>
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SEWARD POLICE DEPARTMENT  
JUNE 2020 MONTHLY REPORT

ARRESTS	16
CITATIONS	02
PARKING TICKETS	37
WARNINGS	21

The above numbers do not include red tag warnings for parking violations, yellow tag warnings for animal violations or verbal warnings.

The Seward County Communication Center collects the numbers used to create the attached statistics summary.

**SALARY CERTIFICATION LIST (UPDATED JULY, 2020)**

Publication of Salaries: Nebraska Rev. Statutes § 19-1102

<b>CLASS TITLE</b>	<b>NO. OF EMPLOYEES</b>	<b>PAY RANGE</b>
Util. Billing Clerk/Cust. Serv. Rep.	1	21.13
Account Clerk III	1	21.97
Library Assistant II/Social Media/IT	2	16.20-21.31
PT Library Assistant I/Children Outreach	2	12.45-14.45
PT Library Assistant I/Community Outreach	1	14.45
PT Library Clerk	6	10.01-12.48
Mun. Bldg. Admin. Asst.	1	18.17
PT Civic Center Livein Caretaker	1	10.85
PT Substitute Civ. Cent. Caretaker	1	11.47
Custodian	2	18.94
Electric Line Crew Chief	1	37.84
Electric Journeyman Lineman	2	34.44-34.56
Electric Lineman	3	24.81-25.64
Meter Maintenance Utility Worker	1	21.47
Seasonal Electric Groundman	1	22.09
Public Proerties. Maintenance Worker	4	17.69-19.41
Seasonal Summer Laborer	9	12.77-13.28
Seasonal Golf Shop Worker	3	10.37-10.89
Asst. Pub. Prop. Director	1	23.08
Street Maint. Worker II	1	20.29
Street Maint. Worker I	2	16.66-17.81
Street Foreman	1	22.86
PT Recycling Center Worker	2	11.13-12.78
Water/Wastewater Facility Maint. Supervisor	1	26.52
Wastewater Treatment/Water Plant Operator	1	26.28
Water/Wastewater Seasonal Laborer	1	12.77
Utility Maint. Worker I	3	19.58-22.46
Utility Maint. Worker II	1	28.57
Aging Serv. Commission Asst.	1	17.20
Seasonal Pool Manager	2	13.08
Seasonal Pool Asst. Manager	4	10.36-12.27
Seasonal Pool Lifeguard	29	9.81-10.90
Seasonal Pool Office Worker	9	9.81-10.63
Seasonal Pool Swim Guard Instructor	2	10.84-11.79
Seasonal Pool Lesson/Water Safety Instructor	4	10.84-11.79
Police Officer I	2	22.24-23.89
Police Officer II	7	22.38-27.58
Police Sergeant	1	31.08
Admin. Secretary/Records Clerk	1	20.57
Community Service Officer	1	13.89
City Administrator	1	9,823.00
Police Chief	1	7,521.00
City Engineer	1	\$ 7,973.00
Asst. Police Chief	1	\$ 6,214.00
Electric Superintendent	1	\$ 7,181.00
Public Properties Director	1	\$ 5,915.00
Asst. Admin/Clerk-Treas/Budget & HR Dir.	1	\$ 7,001.00
Water/Wastewater Director	1	\$ 7,204.00
Street Superintendent	1	\$ 5,031.00
Finance Director/Treasurer	1	\$ 6,501.00

Library Director	1	\$	5,415.00
Golf Course Grounds Supt.	1	\$	4,888.00
Bldg./Zoning/Code Enforcement Director	1	\$	4,568.00
Asst. Recreation Director	1	\$	3,418.00
Asst. Library Director	1	\$	4,073.00
Civic Center Manager	1	\$	3,078.00
Golf Shop Manager	1	\$	3,423.00
Mayor	1		5,000.00/yr
Councilmember	8		2,400.00/yr

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that public hearings will be held by the Planning Commission of the City of Seward, Seward County, Nebraska on Monday, July 13, 2020 at 7:30 p.m. and the City Council of the City of Seward, Seward County, Nebraska on Tuesday, July 21, 2020 at 7:00 p.m. in the East & West Basement of the Seward Civic Center at 616 Bradford Street Seward, Nebraska.

Said public hearings will be to review a Final Plat of SEWARD RAIL CAMPUS PUD 1ST ADDITION.

The area which is the subject of this notice and of the public hearings is described as follows.

### **FOLLOWING LEGAL DESCRIPTION:**

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6<sup>TH</sup> P.M. SEWARD COUNTY, NEBRASKA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 29, THENCE N88°23'26"E, ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 1315.96 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SO1°19'55"E, ON SAID WEST LINE, A DISTANCE OF 1323.24 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THENCE N88° 26'11"E, ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 570.85 FEET TO THE WEST RIGHT OF WAY LINE OF PINE STEET; THENCE SO1°14'49"E, ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 59.56 FEET; THENCE N88°26'11"E, PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 676.34 FEET TO THE WESTERLY RIGHT OF WAY OF NEBRASKA HIGHWAY 75; THENCE S01° 33'49"E, ON THE WESTERLY RIGHT OF WAY OF NEBRASKA HIGHWAY 75, A DISTANCE OF 164.73 FEET; THENCE S88°26'11"W ON SAID RIGHT OF WAY, A DISTANCE OF 15.00 FEET; THENCE SO1°09'08" E ON SAID RIGHT OF WAY, A DISTANCE OF 800.00 FEET TO THE NORTH LINE OF A PROPERTY OWNED BY HILLCREST EVANGELICAL FREE CHURCH INC.; THENCE S88°54'14" W ON SAID NORTH LINE, A DISTANCE OF 108.70 FEET; THENCE N34°42'35"W ON SAID NORTH LINE, A DISTANCE OF 127.44 FEET; THENCE S88°39'15"W ON SAID NORTH LINE, A DISTANCE OF 465.97 FEET TO THE NORTHWEST CORNER OF A PROPERTY OWNED BY HILLCREST EVANGELICAL FREE CHURCH INC; THENCE S01° 19'03"E ON THE WEST LINE OF A PROPERTY OWNED BY HILLCREST EVANGELICAL FREE CHURCH INC, A DISTANCE OF 408.80 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER; THENCE S88°28'56"W, ON SAID SOUTH LINE, A DISTANCE OF 1900.55 FEET TO THE SOUTH QUARTER CORNER; THENCE N01°20'55"W, ON THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2644.39 FEET BACK TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 110.78 ACRES MORE OR LESS.

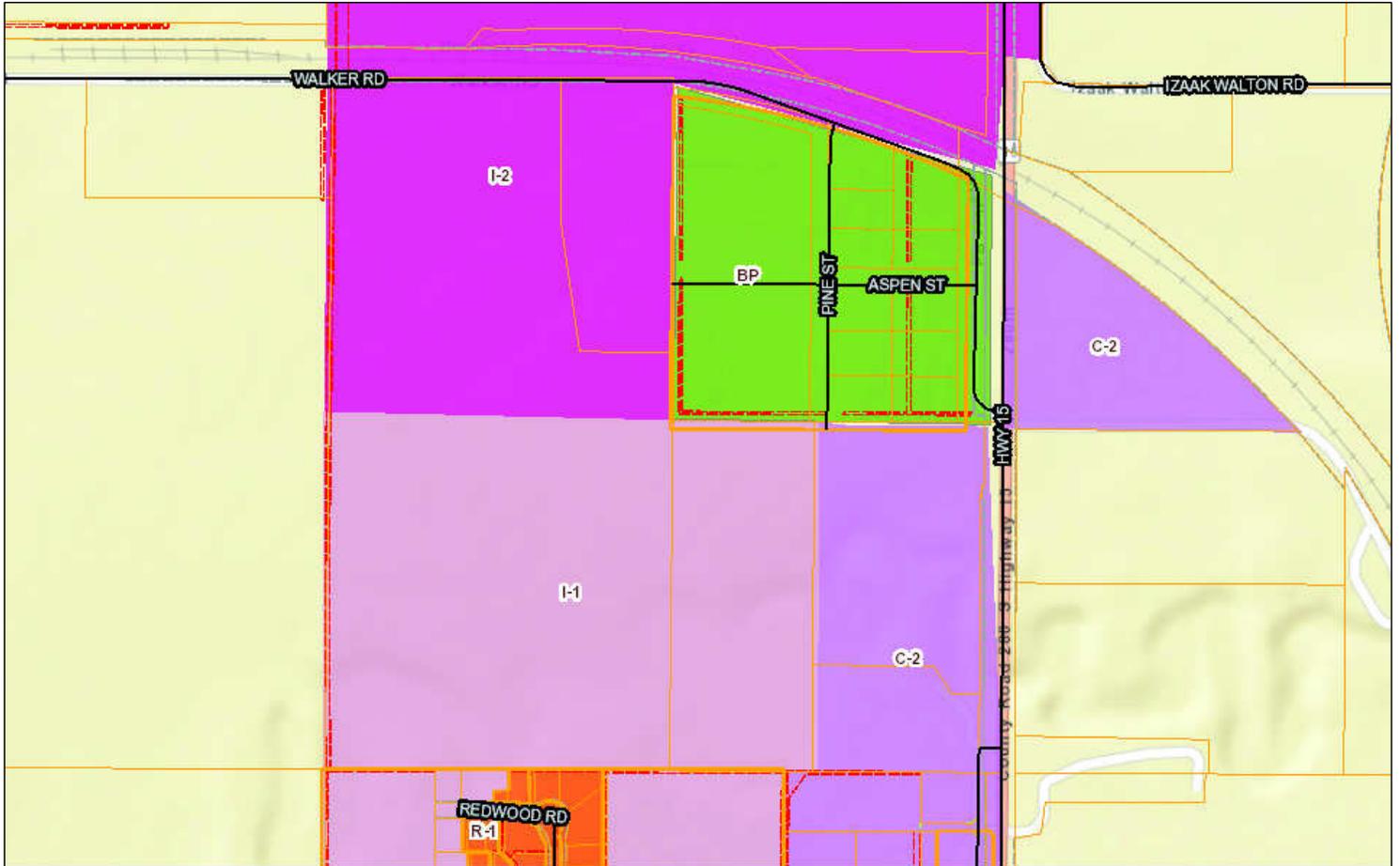
All persons interested may appear and be heard.

Tim Dworak  
Building/Zoning Code Enforcement Director

Published: July 1, 2020  
Provide POP





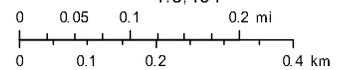


June 3, 2020  
09:27 AM

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

1:8,491

- Streets
- Parcels
- Subdivisions



Sources: Esri, HERE, Garmin, USGS, InMap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Return to:  
City Clerk  
City of Seward  
Seward, NE 68434

ORDINANCE NO. 2020-

AN ORDINANCE TO APPROVE THE FINAL PLAT ENTITLED "SEWARD RAIL CAMPUS PUD 1<sup>ST</sup> ADDITION", AS HEREINAFTER SET FORTH, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6<sup>TH</sup> P.M., CITY OF SEWARD, SEWARD COUNTY, NEBRASKA; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR AN EFFECTIVE DATE HEREOF AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

**Section 1.** Plat and Dedication Approved. The Plat and dedication of the following described real estate parcels is hereby approved:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M. SEWARD COUNTY, NEBRASKA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 29, THENCE N88°23'26"E, ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 1315.96 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE S01°19'55"E, ON SAID WEST LINE, A DISTANCE OF 1323.24 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THENCE N88°26'11"E, ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 570.85 FEET TO THE WEST RIGHT OF WAY LINE OF PINE STEET; THENCE S01°14'49"E, ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 59.56 FEET; THENCE N88°26'11"E, PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 676.34 FEET TO THE WESTERLY RIGHT OF WAY OF NEBRASKA HIGHWAY 75; THENCE S01°33'49"E, ON THE WESTERLY RIGHT OF WAY OF NEBRASKA HIGHWAY 75, A DISTANCE OF 164.73 FEET; THENCE S88°26'11"W ON SAID RIGHT OF WAY, A DISTANCE OF 15.00 FEET; THENCE S01°09'08" E ON SAID RIGHT OF WAY, A DISTANCE OF 800.00 FEET TO THE NORTH LINE OF A PROPERTY OWNED BY HILLCREST EVANGELICAL FREE CHURCH INC.; THENCE S88°54'14" W ON SAID NORTH LINE, A DISTANCE OF 108.70 FEET; THENCE N34°42'35"W ON SAID NORTH LINE, A DISTANCE OF 127.44 FEET; THENCE S88°39'15"W ON SAID NORTH LINE, A DISTANCE OF 465.97 FEET TO THE NORTHWEST CORNER OF A PROPERTY OWNED BY HILLCREST EVANGELICAL FREE CHURCH INC; THENCE S01°19'03"E ON THE WEST LINE OF A PROPERTY OWNED BY HILLCREST EVANGELICAL FREE CHURCH INC, A DISTANCE OF 408.80 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER; THENCE S88°28'56"W, ON SAID SOUTH LINE, A DISTANCE OF 1900.55 FEET TO THE SOUTH QUARTER CORNER; THENCE

N01°20'55"W, ON THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2644.39 FEET BACK TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 110.78 ACRES MORE OR LESS.

**Section 2.** Plat Designated. The plat of said real estate is hereby designated as "Seward Rail Campus PUD 1<sup>st</sup> Addition, City of Seward, Seward County, Nebraska."

**Section 3.** Filing and Recording of Plat. An accurate plat of said real estate as platted and dedicated as heretofore set forth, certified to by an Engineer or Surveyor, together with a certified copy of this Ordinance shall be filed in the office of the Seward County Clerk, Seward, Nebraska.

**Section 4.** Pamphlet form; publication; when operative. This Ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval and publication as provided by law and City Ordinance.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE CITY OF SEWARD, NEBRASKA

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

Attest:

\_\_\_\_\_  
Bonnie Otte  
Assistant Administrator/  
Clerk-Treasurer/  
Budget & HR Director



P.O. Box 38 • 537 Main Street  
Seward, Nebraska 68434  
Phone and TDD 402-643-2928  
Fax 402-643-6491

### APPLICATION FOR A SPECIAL USE PERMIT

CITY OF SEWARD, SEWARD COUNTY, NEBRASKA

**Instructions:**

1. Fill out application form completely. Please print or type. Use additional sheets if needed.
2. Filing fee: \$200.00. Notification Fee \$ 100,00 Make check payable to City of Seward.
3. Contact City of Seward Planning & Zoning Director if you have any questions.
4. Submit a list of property owners within 300 feet, prepared by a certified abstractor.
5. Submit completed application and fee 30 days prior to the next regular scheduled Planning Commission meeting.

1. Applicant's name: Kevin Haw scooters coffee
2. Applicant's address: 2933 Pheasant Ridge Rd. 1  
LINCOLN NE ZIP: 68532
3. Telephone (business): 402-750-1309 (home): \_\_\_\_\_
4. Present use of property: UNOCCUPIED / parking lot
5. Desired use of property: COFFEE DRIVE THRU
6. Present zoning: CBD
7. Legal description of property: Seward Clays Addition Block 37 Admin  
Replat of lot 5, lot 6 and the North 1/2 of the vacated East-West  
Alley adjacent to lot 6 lot A
8. Under what provisions of the zoning regulations are you seeking this permit?  
DRIVE THROUGH COFFEE
9. For how many years are you seeking this permit (5 years, 10 years, etc.)? AS LONG AS IN BUSINESS
10. Explain in detail what you propose to do: DRIVE THRU COFFEE
11. How are adjoining properties used? Indicate both zoning district designations and actual uses.  
North: church - CBD South: INSURANCE - CBD  
East: DOSSY DAY CAKE - CBD West: FIRST MART - CBD
12. This authorizes the City of Seward Planning and Zoning Director to enter upon the property during normal working hours for the purpose of becoming familiar with the proposed situation. The Director may be accompanied by members the City of Seward Planning Commission or Seward City Council.

Date: 6-25-20

Owner's Signature

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Planning Commission of the City of Seward, Seward County, Nebraska on Monday, July 13<sup>th</sup>, 2020 at 7:30 p.m. and a public hearing will be held by the City Council of the City of Seward, Seward County, Nebraska on Tuesday, July 21<sup>st</sup>, 2020 at 7 p.m. in the East/West Basement at the Seward Civic Center at 616 Bradford Street, Seward, Nebraska.

Said public hearing will be to review a Special Use Permit application for a property located in the 200 Block of North Sixth Street, Seward, NE, described below. Said application is to operate a Drive Through Coffee Shop at that location.

Legal Description:

SEWARD CLOYD'S ADDITION BLOCK 37 ADMINISTRATIVE REPLAT OF LOT 5, LOT 6, AND THE NORTH ½ OF THE VACATED EAST-WEST ALLEY ADJACENT TO LOT 6 LOT A.

All persons interested may appear and be heard.

Tim Dworak

Building/Zoning & Code Enforcement Director

Published: July 1<sup>st</sup>, 2020

Provide POP



# SCOOTER'S COFFEE

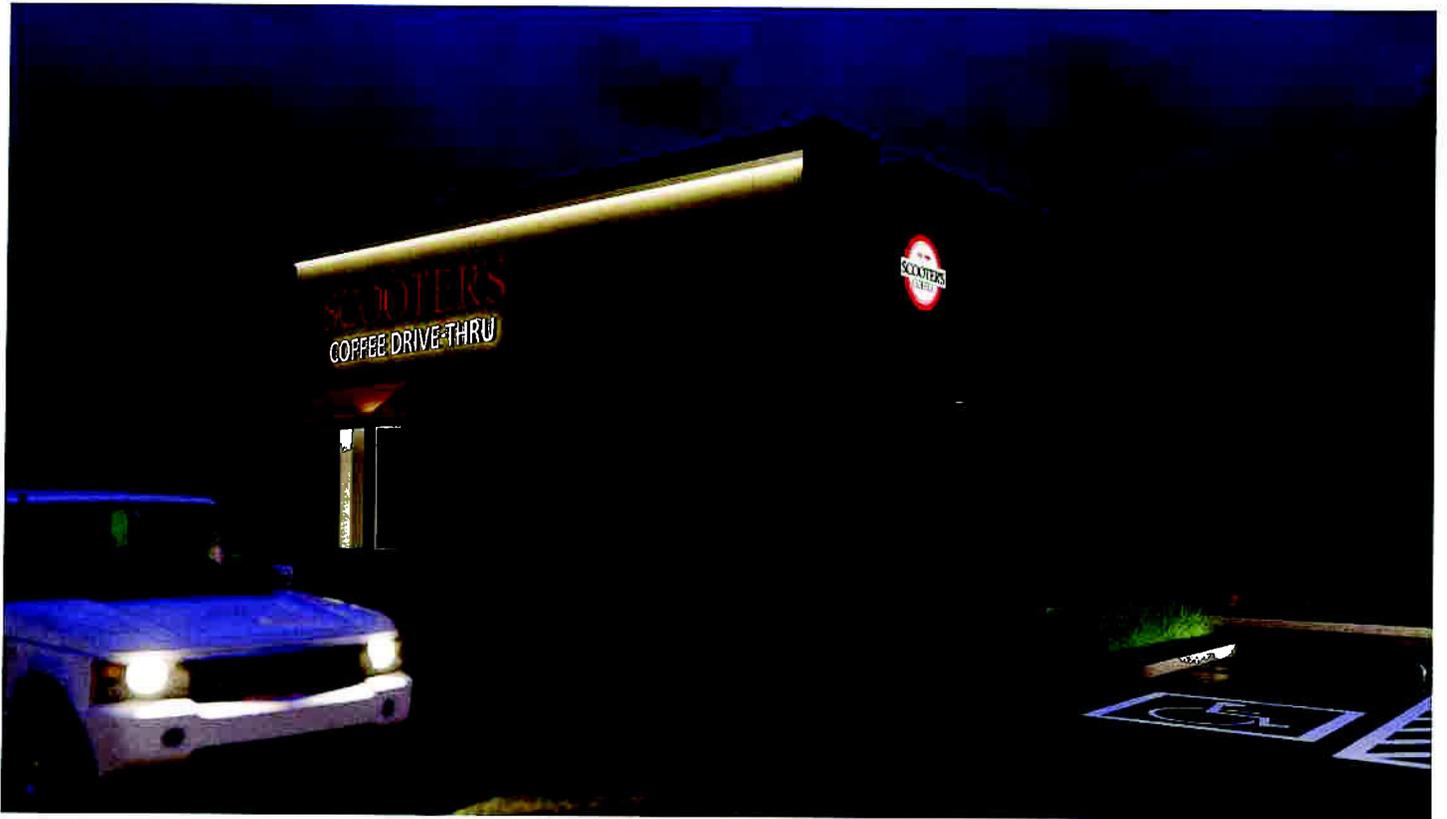
SEWARD, NE



**GH Coffee, LLC**  
**2933 Pheasant Ridge Rd**  
**Lincoln, NE 68532**











**Bonnie Otte**

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**From:** City of Seward Website <info@connectseward.org>  
**Sent:** Sunday, June 21, 2020 6:50 PM  
**To:** info  
**Subject:** City Council Agenda Item Request

Date: 7-7-20  
Name: Jodi Hughes  
Address: 1792 294th  
Email: [jhughes62@hotmail.com](mailto:jhughes62@hotmail.com)  
Phone: 402-643-4077

Explanation of Request: I'd like to use John's memorial money to apply toward getting pickleball courts.

Action requested: Would the City help fund the courts

Will this agenda item require the expenditure of funds: Unknown

Printed Name: Jodi Hughes

--  
This mail is sent via contact form on City of Seward <http://www.cityofsewardne.gov>

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the “Agreement”) is made and entered into on July \_\_\_\_, 2020, by and between City of Seward, Nebraska (the “Seller”), and Brian Levander, a resident of Grand Island, Nebraska (the “Buyer”).

### RECITALS

- A. Seller is the owner of certain real property (the “Property”) legally described as:
- Lot 4, Block 2, and a portion of Lot 1, Block 2, Seward Rail Campus Original Addition, to be surveyed and re-platted to be a 175 ft. x 250 ft. parcel containing 43,750 sq. ft., City of Seward, Seward County, Nebraska.
- B. Seller desires to sell and Buyer desires to acquire the property subject to the terms and conditions set forth herein.

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

1. Transfer of Property.

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

1.2 Purchase Price and Payment. Buyer shall pay to Seller Ninety Eight Thousand Four Hundred Thirty Seven Dollars and Fifty Cents (\$98,437.50) (\$2.25 psf.) (the “Purchase Price”), of which Five Thousand Dollars (\$5,000) (“Earnest Money Deposit”) shall be delivered to Title Services of Blue Valley (“Title Company”), upon execution of this Agreement, and the balance, without interest, shall be payable at Closing, subject to adjustments and prorations as herein provided.

1.3 Closing. The Closing of the purchase and sale of the Property shall take place on or after August 31, 2020 at the Title Company’s office located in Seward, Nebraska or at such other time, date and place as the parties may mutually agree (the “Closing”).

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

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

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

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

1.8. Remonstrance Contingency. The Closing of this sale is contingent upon the City of Seward not receiving a remonstrance against this sale within 30 days after passage and publication of an ordinance directing the conveyance of the Property in accordance with the procedures set forth in Neb. Rev. Stat. § 16-202 and Seward Municipal Code 8-102. If the City receives such a remonstrance, this Agreement shall be null and void and the Buyer shall be entitled to a full refund of Buyer's Earnest Money Deposit as Buyer's sole recourse against the City for its inability to convey the Property to the Buyer.

1.9 Governmental Approval Contingency.

1.9.1 This Agreement and Closing hereunder is contingent upon Buyer, at its expense, obtaining the necessary approval from the Seward City Council on approval of a special use permit that permits the use of the Property for a full service automotive body and repair shop, with terms and conditions that are reasonably acceptable to Seller ("Governmental Approval") within a commercially reasonable time from the date of execution of this Agreement ("Governmental Approval Contingency").

1.9.2 Immediately upon execution of this Agreement, Buyer shall proceed with due diligence to prepare and submit applications and plans for Governmental Approval (the "Submission") and shall use good faith and commercially reasonable efforts to process said Submission and obtain final action for Governmental Approval. Buyer and Seller agree to communicate and cooperate in the development of plans for the Submission. In the event Buyer unable to obtain Governmental Approval within the Governmental Approval Contingency (or mutual extension thereof) or the terms and conditions for Governmental Approval with respect to the Property are unacceptable to Seller or Buyer, each in its reasonable discretion, Seller or Buyer shall have the right to terminate this Agreement, in which event the Title Company shall return the Earnest Money Deposit to Buyer, this Agreement shall be null and void, and both parties shall have no further obligations, liability or causes of action under this Agreement.

1.10 Survey. Immediately upon Buyer's receipt of the Title Commitment, Seller shall order, at Seller's expense, a survey from a licensed and registered surveyor ("Survey"), locating the out-boundaries of the Property, and locating all matters constituting appurtenances or exceptions to title shown on the Title Commitment. The Survey, when approved by Buyer, shall conclusively establish the legal description of the Property.

1.11 Right of First Refusal. From the date of Closing and continuing through December 31, 2022, Buyer shall have a continuing right of first refusal to purchase the lot directly adjacent and to the south of the Property, presently platted as Lot 3, Block 2, Seward Rail Campus Original Addition ("the ROFR Property") from Seller according to the provisions hereof. In the event that Seller receives an acceptable offer to purchase the ROFR Property (the "Offer") which Seller desires to accept, Seller shall provide written notice to Buyer and provide a copy of the Offer. Within fifteen (15) business days after receiving the Offer, Buyer shall determine whether it desires to purchase the ROFR Property from Seller on the same terms and conditions as set forth in the Offer. In the event that Buyer exercises its right of first refusal, Seller shall enter into an agreement with Buyer to sell the ROFR Property on the same terms and conditions as set forth in the Offer. In the event that Buyer does not exercise its option, Seller may sell the ROFR Property in accordance with the terms of the Offer; and if Buyer fails to provide any acceptance within such 15-day period, it will be deemed to have failed to exercise such right of first refusal as to such Offer. In the event that Seller's prospective purchaser under the Offer fails to close on the purchase of the ROFR Property in accordance with the terms of the Offer (other than a mutually agreed extension of the Closing Date or non-material changes not affecting the ROFR Property sold or the Purchase Price), Buyer's right of first refusal to purchase the ROFR Property shall continue with regard to any subsequent Offer received by Seller during the term of this Agreement. Seller and Buyer agree that the purchase of the ROFR Property shall be closed within thirty (30) days of Buyer's exercise of the Right of First Refusal. The Closing shall take place at a mutually agreeable title insurance company or closing agent, with Seller and Buyer allocating closing costs in accordance with the bonafide

third-party offer or, if unspecified, in accordance with normal and usual allocations for sales of real property in Seward County, Nebraska. This Agreement shall not apply to transfers by way of gift or devise, to or for a party related to Seller, or to any transfer in whole or in part, from such related party to another. For purposes of this exclusion, a “related party” shall include any other governmental subdivision of the Seller. Notwithstanding the foregoing, this Agreement shall continue to bind the ROFR Property and the specific transferee set forth above for its full term. Buyer may, at its own expense, cause this Agreement, or a Memorandum thereof, to be recorded with the Seward County Register of Deeds Office.

1.12 Cap of JMCA Detention Facilities Expenses. This Agreement and the obligations of the parties hereunder are contingent upon Seller prior to Closing obtaining an Amendment to the Seward Rail Campus Protective Covenants (“Covenants”) that are filed of record with the Seward County Register of Deeds as Instrument No. 202001358, to cap the Joint Maintenance Common Area Expenses (“JMCA”) for Detention Facilities allocated to the Property at an amount not to exceed One Thousand Dollars (\$1,000.00) per year.

1.13 Provision of Borrow Soil by the Seller. At the present time, there is available borrow soil on the Seller’s City of Seward Rail Campus site, as shown in the attached Exhibit “A”. This borrow area can be excavated for the needs of the Buyer’s site for their required fill at no cost to the Buyer, as long as the excavation follows the design of the City of Seward Rail Campus, as approved by the City of Seward’s City Engineer. Buyer shall be allowed up to 5,000 cubic yards of borrow soil from the Seward Rail Campus site adjacent to the existing drainage ditch. The borrow soil must be obtained in a manner that it follows the proposed grades of the future storm water detention cell. Guidance on the grades of the detention cell shall be provided to the Buyer in the form of plan sheets and electronic files. The top six inches of the borrow site must be removed and stockpiled as topsoil and replaced after borrow operations are complete. The final grade of the borrow site shall be no steeper than 4:1 in all areas.

1.14 Tax Increment Financing Contingency. Buyer’s obligations hereunder shall be conditioned upon the Property being designated as a “community redevelopment area” and Buyer’s tax increment financing application to the Seward Community Redevelopment Authority being approved and the Seward City Council and Buyer having approved the terms of the redevelopment agreement for the Property in accordance with the Nebraska Community Development Law (Neb.Rev.Stat. 18-2101 et al.).

## 2. Representations and Warranties.

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

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

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

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

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

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

### 3. Default

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

3.2 Default of Buyer. If Seller shall perform all its obligations and terms of the Agreement, and Buyer shall default in the performance of any of the terms and conditions of this Agreement, the Seller may, at their option, elect to terminate the

Agreement and receive and retain the Earnest Money Deposit under Paragraph 1.2 of this Agreement, and pursue any other legal or equitable remedies against Buyer, including, without limitation, a suit for specific performance.

4. Miscellaneous.

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

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

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

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

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

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

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

If to Buyer: Brian Levander  
3708 Westgate Road  
Grand Island, NE 68803  
[brian.levanders@hotmail.com](mailto:brian.levanders@hotmail.com)



**BUYER:**

\_\_\_\_\_  
Brian Levander

STATE OF NEBRASKA    )  
                                  )  
COUNTY OF HALL        )    ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2020, by Brian Levander, Buyer.

\_\_\_\_\_  
Notary Public

DRAFT

**EXHIBIT "A"**

**BORROW SOIL EXHIBIT TO BE ATTACHED**

**DRAFT**

**ORDINANCE NO. 2020-  
CITY OF SEWARD, NEBRASKA**

AN ORDINANCE TO DIRECT THE CONVEYANCE OF REAL PROPERTY TO BRIAN LEVANDER; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

**SECTION 1.** The City of Seward, Nebraska ("City") owns that certain real property legally described as:

Lot 4, Block 2, and a portion of Lot 1, Block 2, Seward Rail Campus Original Addition, to be surveyed and re-platted to be a 175 ft. x 250 ft. parcel containing 43,750 sq. ft., City of Seward, Seward County, Nebraska.

**SECTION 2.** The City currently owns and maintains the Property.

**SECTION 3.** The City desires to convey the Property to Brian Levander.

**SECTION 4.** The City hereby approves the conveyance and transfer of the Property to Brian Levander in accordance with Nebraska law and the Seward Municipal Code.

**SECTION 5.** The Mayor of the City is hereby authorized to execute a Purchase Agreement and warranty deed and to take all actions necessary to effectuate the transfer of the Property to Brian Levander.

**SECTION 6.** Pamphlet Form; Publication, When Operative. This ordinance shall be published in pamphlet form and shall be in full force and effective from after its passage, approval, and publication or posting as required by law and city ordinance.

Passed and approved this \_\_\_ day of \_\_\_\_\_, 2020

CITY OF SEWARD, NEBRASKA

ATTEST:

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

\_\_\_\_\_  
Bonnie Otte  
Assistant Administrator  
Clerk-Treasurer  
Budget & HR Director

(SEAL)

**Pay Request # 3 (FINAL) & Change Order**

Seward Rail Campus Highway 15 Improvements

VAN KIRK BROS. CONTRACTING

DATE: July 14, 2020

ITEM NO.	NDOT STD. ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT COST	EXTENDED COST	INSTALLED QUANTITY	TOTAL INSTALLED
1	0030.10	MOBILIZATION	1.00	LS	\$21,000.00	\$21,000.00	1.00	\$21,000.00
2	1009.00	GENERAL CLEARING AND GRUBBING	1.00	LS	\$5,500.00	\$5,500.00	1.00	\$5,500.00
3	4040.40	EXCAVATION, BORROW	0.00	CY	\$45.00	\$0.00		\$0.00
3	1010.10	EXCAVATION, BORROW	1,570.00	CY	\$15.00	\$23,550.00	1,570.00	\$23,550.00
4	1030.00	EARTHWORK MEASURED IN EMBANKMENT	5,905.00	CY	\$8.50	\$50,192.50	5,905.00	\$50,192.50
5	1101.00	REMOVE PAVEMENT	2,429.00	SY	\$9.00	\$21,861.00	2,429.00	\$21,861.00
6	1101.25	SAWING PAVEMENT	290.00	LF	\$10.00	\$2,900.00	2812.00	\$28,120.00
7	1106.00	REMOVE DRIVEWAY	558.00	SY	\$10.00	\$5,580.00	558.00	\$5,580.00
8	1143.00	REMOVE DRIVEWAY CULVERT PIPE	133.00	LF	\$15.00	\$1,995.00	133.00	\$1,995.00
9	1300.24	24" DRIVEWAY CULVERT PIPE	38.00	LF	\$38.00	\$1,444.00	38.00	\$1,444.00
10	4015.00	ADJUST MANHOLE TO GRADE	5.00	EA	\$650.00	\$3,250.00	4.00	\$2,600.00
11	4015.50	RECONSTRUCT MANHOLE	1.00	EA	\$850.00	\$850.00	1.00	\$850.00
12	7017.00	REMOVE GUARDRAIL	231.00	LF	\$5.00	\$1,155.00	243.75	\$1,218.75
13	L019.1	EROSION CONTROL, CLASS 1D	5,398.00	SY	\$2.45	\$13,225.10	5,398.00	\$13,225.10
14	L022.1	FABRIC SILT FENCE-LOW POROSITY	900.00	LF	\$3.20	\$2,880.00	168.50	\$539.20
NEW ITEM	L022.1	FABRIC SILT FENCE-HIGH POROSITY	29.00	LF	\$5.00	\$145.00	52.50	\$262.50
15	L022.8	FABRIC SILT CHECKS, TYPE 1 LOW	34.80	LF	\$8.00	\$278.40	40.00	\$320.00
16	2001.03	GRAVEL SURFACE COURSE	211.00	TON	\$26.00	\$5,486.00	211.00	\$5,486.00
17	2009.10	GRAVEL EMBEDMENT	2.84	STA	\$500.00	\$1,420.00	2.84	\$1,420.00
18	0003.51	MOBILIZATION	1.00	LS	\$45,000.00	\$45,000.00	1.00	\$45,000.00
19	2021.00	MAILBOX POST	1.00	EA	\$150.00	\$150.00	0.00	\$0.00
20	3034.08	8" CONCRETE BASE COURSE	0.00	SY	\$70.00	\$0.00		\$0.00
NEW ITEM	3031.18	8" DOWELED CONCRETE BASE COURSE	3,333.00	SY	\$80.00	\$266,640.00	3,465.00	\$277,200.00
24	3075.62	10" CONCRETE PAVEMENT, CLASS 47B-	0.00	SY	\$80.00	\$0.00		\$0.00
22	3107.05	CONCRETE MEDIAN SURFACING	74.00	SY	\$100.00	\$7,400.00	74.00	\$7,400.00
NEW ITEM	8060.05	GRANULAR SUBDRAIN	28.00	EA	\$300.00	\$8,400.00	15.00	\$4,500.00
23	8022.00	HYDRATED LIME WMA	1,172.00	EA	\$3.30	\$3,867.60	1,469.68	\$4,849.94
24	8029.25	FOUNDATION COURSE	5,450.00	SY	\$10.49	\$57,170.50	5,450.00	\$57,170.50
25	9005.75	ASPHALTIC CONCRETE, TYPE SPR	804.00	TON	\$85.00	\$68,340.00	849.94	\$72,244.90
NEW ITEM	9005.82	ASPHALTIC CONCRETE, TYPE SPH	368.00	TON	\$96.65	\$35,567.20	619.80	\$59,903.67
26	9021.16	PERFORMANCE GRADED BINDER, TYPE	41.00	TON	\$925.00	\$37,925.00	80.021	\$74,019.43
27	9053.00	TACK COAT	348.00	GAL	\$3.65	\$1,270.20	980.00	\$3,577.00
28	9170.00	EARTH SHOULDER CONSTRUCTION	14.57	STA	\$400.00	\$5,828.00	14.57	\$5,828.00
29	9173.00	SUBGRADE PREPARATION	5,450.00	SY	\$4.50	\$24,525.00	5,450.00	\$24,525.00
30	9185.76	RUMBLE STRIPS, ASPHALT	26.46	STA	\$225.00	\$5,953.50	15.20	\$3,420.00
31	9188.51	SURFACING UNDER GUARDRAIL	308.00	SY	\$75.00	\$23,100.00	267.80	\$20,085.00
32	0030.40	MOBILIZATION	1.00	LS	\$29,852.00	\$29,852.00	1.00	\$29,852.00
33	0002.30	PAVEMENT MARKING REMOVAL	6,340.00	LF	\$0.85	\$5,389.00	11,302.00	\$9,606.70
34	7321.00	TYPE A SIGN	34.00	SF	\$60.00	\$2,040.00	34.00	\$2,040.00
35	7333.00	SIGN POST	2.00	EA	\$150.00	\$300.00	2.00	\$300.00
36	7390.00	REMOVE SIGN AND POST	3.00	EA	\$500.00	\$1,500.00	3.00	\$1,500.00
37	7490.08	8" WHITE THERMOPLASTIC	731.00	LF	\$10.00	\$7,310.00	762.00	\$7,620.00
38	7515.35	5" WHITE WET REFLECTIVE	2,985.00	LF	\$4.00	\$11,940.00	2,915.00	\$11,660.00
39	7516.36	5" YELLOW WET REFLECTIVE	4,268.00	LF	\$4.00	\$17,072.00	4,092.00	\$16,368.00
40	7515.42	12" WHITE WET REFLECTIVE	112.00	LF	\$16.00	\$1,792.00	119.00	\$1,904.00
41	0030.50	MOBILIZATION	1.00	LS	\$36,000.00	\$36,000.00	1.00	\$36,000.00
42	L001.0	SEEDING, TYPE A	1.23	AC	\$3000.00	\$3,690.00	1.23	\$3,690.00
43	L001.0	SEEDING, TYPE B	0.46	AC	\$6800.00	\$3,128.00	0.46	\$3,128.00
44	0030.70	MOBILIZATION	1.00	LS	\$12,000.00	\$12,000.00	1.00	\$12,000.00
45	7106.00	REMOVE AND RESET GUARDRAIL	662.50	LF	\$36.00	\$23,850.00	703.125	\$25,312.50
46	Special	REMOVE AND RESET GUARDRAIL END	2.00	EACH	\$3,000.00	\$6,000.00	2.00	\$6,000.00
47	0001.20	BARRICADE, TYPE III	4.00	EA	\$925.00	\$3,700.00	8.00	\$7,400.00
48	0001.45	REFLECTORIZED PLASTIC DRUM	1,260.00	BAR	\$1.50	\$1,890.00	5,925.00	\$8,887.50
49	0001.75	TEMPORARY SIGN DAY	12,600.00	EA	\$3.00	\$37,800.00	335.00	\$1,005.00

50	0002.44	TEMPORARY PAVEMENT MARKING, TYPE	3,466.00	LF	\$1.00	\$3,466.00	5,288.00	\$5,288.00
54	0003.50	CONCRETE PROTECTION BARRIER	0.00	LF	\$28.00	\$0.00		\$0.00
52	0003.56	RELOCATE CONCRETE PROTECTION	0.00	LF	\$6.00	\$0.00		\$0.00
53	0003.70	TEMPORARY RUMBLE STRIP	4.00	EA	\$785.00	\$3,140.00	0.00	\$0.00
54	0003.74	TEMPORARY TRAFFIC SIGNAL	2.00	EA	\$5,850.00	\$11,700.00	0.00	\$0.00
CO2	0003.10	FLAGGING	63.00	EA	\$475.00	\$29,925.00	42.00	\$19,950.00
	0004.10	DELINEATOR	0.00	EA	\$195.00	\$0.00	2.00	\$390.00
<b>TOTAL REVISED BID AMOUNT</b>						<b>\$1,007,333.00</b>	<b>TOTAL</b>	<b>\$1,054,789.19</b>
ORIGINAL BID AMOUNT						\$990,994.39		

<b>TOTAL WORK AND STORED TO DATE</b>		<b>\$ 1,054,789.19</b>
5% RETAINAGE		\$ -
<b>TOTAL WORK AND STORED TO DATE LESS RETAINAGE</b>		<b>\$ 1,054,789.19</b>
LESS PREVIOUS PAYMENT(S)		\$ 762,809.04
<b>TOTAL WORK TO BE PAID</b>		<b>\$ 291,980.15</b>
<i>TOTAL CHANGE ORDER AMOUNT (ADDITION TO CONTRACT AMOUNT)</i>		<i>\$ (47,456.19)</i>
<b>TOTAL CURRENT CONTRACT AMOUNT</b>		<b>\$ 1,007,333.00</b>

Owner Approval:

Contractor Approval:

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

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

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

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

**Seward Rail Campus Improvements**  
Seward, Nebraska

PAY ESTIMATE NO. 10

DATE: JULY 16, 2020

VAN KIRK BROS. CONTRACTING

1200 W ASH ST. PO BOX 585 SUTTON, NE 68979

NO.	ITEM	UNIT	QTY.	QTY. TO DATE	Unit Price	Extension
<b>BASE BID - 30 ACRE IMPROVEMENTS</b>						
1	Excavation (Fill) – Lean Clay, Fill Factor 1.30 Applied – (Established Quantity)	CY	12,700	6,400	\$ 11.30	\$ 72,320.00
2	Construction Entrance	EA	2	1	\$ 1,820.00	\$ 1,820.00
3	Concrete Washout	EA	1	1	\$ 600.00	\$ 600.00
4	Storm Drain Inlet Protection	EA	5	5	\$ 150.00	\$ 750.00
5	Permanent Seeding	AC	2.12	0	\$ 2,100.00	\$ -
6	SWPP Information Sign	EA	1	1	\$ 650.00	\$ 650.00
7	8" PVC C900 Water Main	LF	477	531.82	\$ 24.00	\$ 12,763.68
8	10" PVC C900 Water Main	LF	1,109	1,109	\$ 28.00	\$ 31,052.00
9	8" Plug	EA	1	1	\$ 145.00	\$ 145.00
10	10" x 10" Tee	EA	1	1	\$ 600.00	\$ 600.00
11	12" x 12" Tee (12" x 10" tee installed)	EA	1	1	\$ 665.00	\$ 665.00
12	8" Gate Valve	EA	2	2	\$ 1,425.00	\$ 2,850.00
13	10" Gate Valve	EA	4	3	\$ 1,900.00	\$ 5,700.00
14	12" Gate Valve	EA	2	2	\$ 2,240.00	\$ 4,480.00
15	10"x 8" Reducer	EA	2	1	\$ 315.00	\$ 315.00
16	12" x 10" Reducer	EA	1	0	\$ 335.00	\$ -
17	Tap Existing Water Main	EA	1	1	\$ 950.00	\$ 950.00
18	Type V or Type II Hydrant Assembly, L=5.5'	EA	4	4	\$ 4,287.00	\$ 17,148.00
19	60" Sanitary Sewer Manhole Type 'S'	EA	0	0	\$ 5,988.00	\$ -
20	8" PVC SDR 35 Sanitary Sewer Main	LF	0	0	\$ 35.80	\$ -
21	48" Storm Sewer Manhole	EA	3	2	\$ 4,000.00	\$ 8,000.00
22	30" RCP FES	EA	1	1	\$ 855.00	\$ 855.00
23	Build NDOT Curb Inlet - 8' throat	EA	5	8	\$ 3,600.00	\$ 28,800.00
24	15" RCP Storm Sewer Pipe	LF	127	139	\$ 41.50	\$ 5,768.50
25	24" RCP Storm Sewer Pipe	LF	458	448	\$ 55.00	\$ 24,640.00
26	30" RCP Storm Sewer Pipe	LF	110	94	\$ 81.00	\$ 7,614.00
27	Build Detention Outlet Structure	EA	1	1	\$ 1,500.00	\$ 1,500.00
28	Rip-Rap (Limestone or Quartzite) 1'-2' Nominal Size	TON	50	50	\$ 100.00	\$ 5,000.00
29	Crushed Concrete Surfacing	TON	0	0	\$ 28.00	\$ -
30	Concrete Header	LF	202	194	\$ 25.00	\$ 4,850.00
31	8" PCC Pavement, Doweled w/Integral Curb	SY	5,797	5,968	\$ 55.00	\$ 328,240.00
32	12" Subgrade Preparation	SY	5,797	5,968	\$ 3.20	\$ 19,097.60
33	Survey Monument Box	EA	1	0	\$ 500.00	\$ -
34	Install Stop Sign, Street Sign, & Post	EA	3	0	\$ 350.00	\$ -
35	Install Dead End Signage	EA	3	0	\$ 600.00	\$ -
36	Mobilization	LS	1	1	\$ 34,000.00	\$ 34,000.00
<b>CHANGE ORDER WORK - BOULEVARD IMPROVEMENTS</b>						
37	Mobilization (remobilize for Boulevard)	LS	1	1.0	\$ 15,000.00	\$ 15,000.00
38	Site Clearing - fence removal, footings & foundations removal, Clearing & Grubbing, Tree removal (burn on site permit by City), Bird Survey by City	LS	1	1.0	\$ 35,000.00	\$ 35,000.00
39	Excavation and Embankment (Measured)	CY	200	3700.0	\$ 3.80	\$ 14,060.00
40	Strip/stock pile/replace topsoil (Measured)	CY	200	8218.0	\$ 5.79	\$ 47,582.22

**Seward Rail Campus Improvements**  
Seward, Nebraska

PAY ESTIMATE NO. 10

DATE: JULY 16, 2020

VAN KIRK BROS. CONTRACTING

1200 W ASH ST. PO BOX 585 SUTTON, NE 68979

NO.	ITEM	UNIT	QTY.	QTY. TO DATE	Unit Price	Extension
<b>BASE BID - 30 ACRE IMPROVEMENTS</b>						
41	Borrow (Measured)	CY	200	0.0	\$ 14.85	\$ -
42	Abandon Well (Licensed Well Driller and associated fees/approvals/permits)	EA	1	1.0	\$ 1,000.00	\$ 1,000.00
43	Cap sanitary sewer	EA	1	1.0	\$ 800.00	\$ 800.00
44	8" SDR 26 Sewer Pipe (includes 2x10' stubs for Scoular)	LF	2213	2092.68	\$ 37.19	\$ 77,826.77
45	60" San Sewer Manhole Type 'S' w/ WR Meadows Coating	EA	6	6.0	\$ 6,183.00	\$ 37,098.00
46	Lower existing 12" water main (in conflict with new sewer)	LS	1	1.0	\$ 9,437.47	\$ 9,437.47
47	Expose fiber optic cables during standby and move cables	LS	1	1.0	\$ 3,450.00	\$ 3,450.00
48	8" Scoular Manhole Core Drill/MH Adapters and Caps	EA	2	2.0	\$ 350.00	\$ 700.00
49	Construction Entrance	EA	1	1.0	\$ 1,820.00	\$ 1,820.00
50	Concrete Washout	EA	1	1.0	\$ 600.00	\$ 600.00
51	Storm Drain Inlet Protection	EA	4	4.0	\$ 150.00	\$ 600.00
52	Silt Fence	LF	400	220.0	\$ 4.00	\$ 880.00
53	S75 Erosion Control Blanket	SY	1050	0.0	\$ 2.52	\$ -
54	Permanent Seeding	AC	2.0	0.0	\$ 2,100.00	\$ -
55	10" PVC C900 Water Main	LF	80	80.0	\$ 32.10	\$ 2,568.00
56	12" PVC C900 Water Main	LF	705	727.0	\$ 36.10	\$ 26,244.70
57	12" PVC C900 w/ Restrained Joints Water Main - Bored & Cased	LF	125	125.0	\$ 403.00	\$ 50,375.00
58	12" x 12" Tee	EA	2	1.0	\$ 1,562.00	\$ 1,562.00
59	12" x 12" Cross	EA	1	1.0	\$ 1,615.00	\$ 1,615.00
60	10" Gate Valve	EA	1	1.0	\$ 1,900.00	\$ 1,900.00
61	12" Gate Valve	EA	6	6.0	\$ 2,240.00	\$ 13,440.00
62	12" x 10" Reducer	EA	1	0.0	\$ 335.00	\$ -
63	Connect to Existing Water Main / Remove & Build Cross	EA	1	1.0	\$ 1,900.00	\$ 1,900.00
64	Fire Hydrant Assembly	EA	4	4.0	\$ 4,287.00	\$ 17,148.00
65	60" Sanitary Sewer Manhole Type 'S'	EA	5	3.0	\$ 6,183.00	\$ 18,549.00
66	12" PVC SDR 26 Sanitary Sewer Main	LF	850	733.0	\$ 56.00	\$ 41,048.00
67	12" PVC SDR 26 Sanitary Sewer Main - Bored w/ casing	LF	200	125.0	\$ 452.00	\$ 56,500.00
68	12" Sanitary Sewer Plug	EA	1	2.0	\$ 185.00	\$ 370.00
69	Tap Existing Sanitary Sewer Manhole	EA	1	1.0	\$ 900.00	\$ 900.00
70	48" Storm Sewer Manhole	EA	2	2.0	\$ 4,000.00	\$ 8,000.00
71	18" RCP FES	EA	2	2.0	\$ 680.00	\$ 1,360.00
72	Outfall Basin (Grading & Excavation)	LS	1	1.0	\$ 11,650.00	\$ 11,650.00
73	Build NDOT Curb Inlet - 8' throat	EA	2	3.0	\$ 3,600.00	\$ 10,800.00
74	Build NDOT Curb Inlet - 10' throat	EA	2	1.0	\$ 5,150.00	\$ 5,150.00
75	15" HDPE Storm Sewer Pipe	LF	10	40.0	\$ 52.00	\$ 2,080.00
76	18" RCP Storm Sewer Pipe	LF	468	517.0	\$ 58.00	\$ 29,986.00
77	18" HDPE Storm Sewer Pipe	LF	280	212.0	\$ 65.00	\$ 13,780.00
78	15" Nyoplast Drain Basin	EA	3	3.0	\$ 3,300.00	\$ 9,900.00
79	Build Concrete Collar	EA	1	2.0	\$ 600.00	\$ 1,200.00
80	Build 15"/18" CMP Flared End	EA	2	1.0	\$ 425.00	\$ 425.00

**Seward Rail Campus Improvements**  
Seward, Nebraska

PAY ESTIMATE NO. 10  
DATE: JULY 16, 2020

VAN KIRK BROS. CONTRACTING  
1200 W ASH ST. PO BOX 585 SUTTON, NE 68979

NO.	ITEM	UNIT	QTY.	QTY. TO DATE	Unit Price	Extension
<b>BASE BID - 30 ACRE IMPROVEMENTS</b>						
81	Rip-Rap (Type B Limestone) 1'-2' Nominal Size	TON	150	150.0	\$ 100.00	\$ 15,000.00
82	8" PCC Pavement, Doweled w/Integral Curb (Pine St.)	SY	711	711.0	\$ 56.00	\$ 39,816.00
83	9" PCC Pavement, Doweled w/Integral Curb	SY	3,034	3034.0	\$ 63.00	\$ 191,142.00
84	9" PCC Pavement, Stamped, Colored Doweled w/Integral Curb	SY	267	85.0	\$ 126.00	\$ 10,710.00
85	6" PCC Pavement, Stamped Colored Median	SY	60	34.0	\$ 106.00	\$ 3,604.00
86	12" Subgrade Preparation	SY	4,072	4072.0	\$ 3.20	\$ 13,030.40
87	Survey Monument Box	EA	1	0.0	\$ 500.00	\$ -
88	Extend Fire Hydrant	EA	2	2.0	\$ 750.00	\$ 1,500.00
89	Move Hydrant location	EA	1	1.0	\$ 250.00	\$ 250.00
90	Ditch Grading along Highway 15 south	LS	1	1.0	\$ 4,100.00	\$ 4,100.00
91	18" HDPE Storm Sewer Wye	EA	1	1.0	\$ 780.00	\$ 780.00
<b>CHANGE ORDER WORK - DRAINAGE DITCH</b>						
92	Mobilization - Ditch Grading Work	LS	1	1.0	\$ 6,500.00	\$ 6,500.00
93	Excavation fill lots (Established Quantity)	CY	15,820	15820.0	\$ 3.80	\$ 60,116.00
94	Topsoil (Strip, Stockpile, Replace)	CY	1,891	1891.0	\$ 5.79	\$ 10,948.89
95	Rip Rap (Type B)	Ton	350	366.0	\$ 100.00	\$ 36,600.00
96	Install Culvert Pipe (supplied by City)	LS	1	1.0	\$ 850.00	\$ 850.00
97	Silt Fence	LF	500	30.0	\$ 4.00	\$ 120.00
98	S75 Erosion Control Blanket	SY	9075	13915.0	\$ 2.52	\$ 35,065.80
99	Permanent Seeding	AC	2.75	2.875	\$ 2,100.00	\$ 6,037.50
<b>CHANGE ORDER WORK - SUBSTATION SITE PREPARATION</b>						
100	Stripping	CY	191	191.0	\$ 5.79	\$ 1,105.89
101	Import Soil (Fill)	CY	1,631	1631.0	\$ 3.80	\$ 6,197.80
102	Seeding	SF	5,134	0.0	\$ 0.05	\$ -
103	4" Rock Surfacing	CY	289	0.0	\$ 59.00	\$ -
104	Silt Fence	LF	500	0.0	\$ 4.00	\$ -
TOTAL WORK TO DATE						\$ 1,638,953.22
CURRENT STORED MATERIALS						\$ -
TOTAL WORK AND STORED TO DATE						\$ 1,638,953.22
0% RETAINAGE						\$ -
TOTAL WORK AND STORED TO DATE LESS RETAINAGE						\$ 1,638,953.22
LESS PREVIOUS PAYMENT(S)						\$ 1,551,448.06
<b>TOTAL WORK TO BE PAID</b>						<b>\$ 87,505.16</b>
TOTAL CHANGE ORDER AMOUNT (REDUCTION FROM CURRENT CONTRACT)						\$ 90,288.02
TOTAL CURRENT CONTRACT AMOUNT						\$ 1,729,241.24

**CONTRACTOR APPROVAL**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**OWNER APPROVAL**

MAYOR: \_\_\_\_\_

DATE: \_\_\_\_\_

# CHANGE ORDER



No. 1

Date of Issuance: June 29, 2020 Effective Date: \_\_\_\_\_

Project: 34.5 – 12.47 kV Industrial Substation Construction Seward, Nebraska 2019-2020	Owner: City of Seward 537 Main Street Seward, NE 68434	Date of Contract: September 12, 2019
Contractor: IES Commercial, Inc., 120 S. Lincoln Street, Holdrege, NE 68949		Engineer's Project No.: 018-1509 300-300001

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:	
COR #1 Temp Feed for Scoular	\$10,434.32
COR #2 Relocate 34.5 kV J-boxes 50' to the south	\$ 3,321.06
COR #3 Replace 750 between VFI and switch with 350MCM	\$ 3,769.27
COR #4 Additional substation rock	\$ 5,867.20
COR #5 8" RR Crossing Bore vs 6"	\$ 9,248.75
<b>TOTAL</b>	<b>\$32,640.60</b>

Attachments: (List documents supporting change): IES Request Number COR #1, COR #2, COR #3, COR #4, and COR #5

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>585,850.67</u> (\$25,000.00 Contingency Allowance)	Original Contract Times: Substantial Completion (days or date): ---- Ready for Final Payment (days or date): <u>February 2020</u>
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___ : \$ <u>0.00</u> (\$25,000.00 Contingency Allowance)	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___ : Substantial Completion (days or date): _____ Ready for Final Payment (days or date): _____
Contract Price prior to this Change Order: \$ <u>585,850.67</u> (\$25,000.00 Contingency Allowance)	Contract Times prior to this Change Order: Substantial Completion (days or date): --- Ready for Final Payment (days or date): <u>February 2020</u>
[Increase] [Decrease] of this Change Order: \$ <u>7,640.60</u> (\$25,000.00 Deducted from Contingency Allowance)	[Increase] [Decrease] of this Change Order: Substantial Completion (days or date): _____ Ready for Final Payment (days or date): <u>June 15, 2020</u>
Contract Price incorporating this Change Order: \$ <u>593,491.27</u> (\$0.00 Remaining Contingency Allowance)	Contract Times with all approved Change Orders: Substantial Completion (days or date): _____ Ready for Final Payment (days or date): <u>June 15, 2020</u>

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By:   
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

By:   
Contractor (Authorized Signature)

Title: Senior Engineer

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

Title: SR. OPERATIONS MANAGER

Date: 6/26/20

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

Date: 6-30-20

F:\2018\1501-2000\018-1509\40-Design\Specs\Substation Construction 2019-2020\Change Order 1 IES\_620.docx

JOB NAME: City of Seward Substation

JOB #: 555082010

OUR REQUEST NUMBER : COR #1  
 RFI NUMBER : \_\_\_\_\_  
 GC CHANGE ORDER # : \_\_\_\_\_  
 OWNER CHANGE # : \_\_\_\_\_  
 Date : \_\_\_\_\_

TO City of Seward  
 ATIN \_\_\_\_\_  
 ADDRESS 537 Main  
Seward, NE 68434

**CHANGE ORDER REQUEST**



PROJECT LOCATION Seward, NE

**We are submitting herewith our proposal to perform the changes to our contract as follows:**

- 1 Install cable and riser pole materials for installation of 15kV temporary power  
 Includes riser pole materials - connections, grounding, bushings, jumpers, connections, j-box connections, misc excavation and installation of cable 232lf.
- 2 IES proceeded on this change order based on the direction of the owner to complete the work prior to March, 16, 2020 to allow for power to feed the Schooler Plant. The power was installed through the new substation and the work was completed by the required date. This proposal represents the negotiated amount.

**AMOUNT REQUESTED: \$10,434.32**

Description	Quantity	UOM	Unit Cost	Sub-total	Mark-up	Total
Labor	47.6	hrs	\$ 53.60	\$ 2,551.36	15%	\$ 2,934.06
Per Diem	47.6	hrs	\$ 10.00	\$ 476.00	15%	\$ 547.40
Materials	1	LS	\$ 5,957.44	\$ 5,957.44	15%	\$ 6,851.06
Subcontracts	1	LS	\$ -	\$ -	15%	\$ -
Equipment	1	LS	\$ -	\$ -	15%	\$ -
Field OH	1	LS	\$ -	\$ -	15%	\$ -
Bond	1		\$ 101.80	\$ 101.80		\$ 101.80
						\$ 10,434.32

A time extension will NOT be required, but an extension of time may be required based on the number of cumulative change orders.

A time extension of 0 working days will be required.

In lieu of a time extension, this work can be incorporated into the job schedule. By incorporating the additional amount listed to cover the accelerated labor cost. \$ -

\* Unless otherwise noted this change order quotation is for the work described within the change order request and does not include impacts to the unchanged work. We reserve the right to seek additional compensation for extended overhead, stacking of trades, impacts to other trades, dilution of supervision, productivity impacts, overtime and overtime impacts, mobilization and demobilization, unforeseen re-work, and for other costs expended that could not be foreseen and are not described within the body of this change order quotation.

\* By signing below, contractor acknowledges a change to the original contract scope and agrees to the said price and conditions stated above.

ACCEPTED \_\_\_\_\_

TERMS: Net 30 Days  
Progress Payments

OFFERED BY: Mark Andersen  
 TITLE: Branch Manager

VOID IF NOT ACCEPTED WITHIN 30 DAYS.

JOB NAME: City of Seward Substation

JOB #: 555092010

OUR REQUEST NUMBER : \_\_\_\_\_ COR #2  
 RFI NUMBER : \_\_\_\_\_  
 GC CHANGE ORDER # : \_\_\_\_\_  
 OWNER CHANGE # : \_\_\_\_\_  
 Date : \_\_\_\_\_

TO City of Seward

ATTN \_\_\_\_\_

ADDRESS 537 Main  
Seward, NE 68434

PROJECT LOCATION Seward, NE

**CHANGE ORDER REQUEST**



**We are submitting herewith our proposal to perform the changes to our contract as follows:**

- 1 Relocate the 34.5kV J-boxes approximately 50 south of the location on the drawings.  
 - The relocation results in roughly 100lf of additional excavation to install the cable
- 2 IES proceeded on the installation after the J-boxes were re-located by the city. The location was established to eliminate potential damages to existing 34.5kV cable installation.

**AMOUNT REQUESTED: \$3,321.06**

Description	Quantity	UOM	Unit Cost	Sub-total	Mark-up	Total
Labor	29	hrs	\$ 53.60	\$ 1,554.40	15%	\$ 1,787.56
Per Diem	29	hrs	\$ 10.00	\$ 290.00	15%	\$ 333.50
Materials	1	LS	\$ 53.50	\$ 53.50	15%	\$ 61.53
Subcontracts	1	LS	\$ -	\$ -	15%	\$ -
Equipment	1	LS	\$ 886.00	\$ 886.00	15%	\$ 1,018.90
Field OH	1	LS	\$ 62.86	\$ 62.86	15%	\$ 72.28
Bond	1		\$ 47.29	\$ 47.29		\$ 47.29
						\$ 3,321.06

A time extension will NOT be required, but an extension of time may be required based on the number of cumulative change orders.

A time extension of 0 working days will be required.

In lieu of a time extension, this work can be incorporated into the job schedule. By incorporating the additional amount listed to cover the accelerated labor cost. \$ -

\* Unless otherwise noted this change order quotation is for the work described within the change order request and does not include impacts to the unchanged work. We reserve the right to seek additional compensation for extended overhead, stacking of trades, impacts to other trades, dilution of supervision, productivity impacts, overtime and overtime impacts, mobilization and demobilization, unforeseen re-work, and for other costs expended that could not be foreseen and are not described within the body of this change order quotation.

\* By signing below, contractor acknowledges a change to the original contract scope and agrees to the said price and conditions stated above.

ACCEPTED \_\_\_\_\_

TERMS Net 30 Days  
Progress Payments

OFFERED BY: Mark Andersen  
 TITLE Branch Manager

VOID IF NOT ACCEPTED WITHIN 30 DAYS.

JOB NAME: City of Seward Substation

**CHANGE ORDER REQUEST**

OUR REQUEST NUMBER : COR #3  
 RFI NUMBER : \_\_\_\_\_  
 GC CHANGE ORDER # : \_\_\_\_\_  
 OWNER CHANGE # : \_\_\_\_\_  
 Date : \_\_\_\_\_

TO City of Seward  
 ATTN: \_\_\_\_\_

ADDRESS 537 Main  
Seward, NE 68434



PROJECT LOCATION: Seward, NE

**We are submitting herewith our proposal to perform the changes to our contract as follows:**

- 1 Remove and replace the 750MCM cable between the VFI and Switch. The cable is replaced with 350MCM.
  - the owner provided terminations for one end and IES provided the other end
  - Cable as designed put too much pressure on the switch and it could not work
- 2 IES was given verbal direction in the field to replace the cable to maintain schedule. Work is completed.

**AMOUNT REQUESTED: \$3,769.27**

Description	Quantity	UOM	Unit Cost	Sub-total	Mark-up	Total
Labor	20	hrs	\$ 53.60	\$ 1,072.00	15%	\$ 1,232.80
Per Diem	20	hrs	\$ 10.00	\$ 200.00	15%	\$ 230.00
Materials	1	LS	\$ 1,655.29	\$ 1,655.29	15%	\$ 1,903.58
Subcontracts	1	LS	\$ -	\$ -	15%	\$ -
Equipment	1	LS	\$ 275.00	\$ 275.00	15%	\$ 316.25
Field OH	1	LS	\$ 43.52	\$ 43.52	15%	\$ 50.04
Bond	1		\$ 36.59	\$ 36.59		\$ 36.59
						\$ 3,769.27

A time extension will NOT be required, but an extension of time may be required based on the number of cumulative change orders.

A time extension of 0 working days will be required.

In lieu of a time extension, this work can be incorporated into the job schedule. By incorporating the additional amount listed to cover the accelerated labor cost. \$ \_\_\_\_\_

\* Unless otherwise noted this change order quotation is for the work described within the change order request and does not include impacts to the unchanged work. We reserve the right to seek additional compensation for extended overhead, stacking of trades, impacts to other trades, dilution of supervision, productivity impacts, overtime and overtime impacts, mobilization and demobilization, unforeseen re-work, and for other costs expended that could not be foreseen and are not described within the body of this change order quotation.

\* By signing below, contractor acknowledges a change to the original contract scope and agrees to the said price and conditions stated above.

ACCEPTED \_\_\_\_\_

TERMS: Net 30 Days  
Progress Payments

OFFERED BY: Mark Andersen  
 TITLE: Branch Manager

VOID IF NOT ACCEPTED WITHIN 30 DAYS.

JOB NAME: City of Seward Substation

JOB #: 555062010

OUR REQUEST NUMBER : \_\_\_\_\_ COR #4  
RFI NUMBER : \_\_\_\_\_  
GC CHANGE ORDER # : \_\_\_\_\_  
OWNER CHANGE # : \_\_\_\_\_  
Date : \_\_\_\_\_

**CHANGE ORDER REQUEST**



TO City of Seward

ATTN: \_\_\_\_\_

ADDRESS 537 Main  
Seward, NE 68434

PROJECT LOCATION: Seward, NE

We are submitting herewith our proposal to perform the changes to our contract as follows:

- 1 Install additional rock between the driveways and around the 4 switchgear boxes

AMOUNT REQUESTED: \$5,867.20

Description	Quantity	UOM	Unit Cost	Sub-total	Mark-up	Total
Labor	25	hrs	\$ 53.60	\$ 1,340.00	15%	\$ 1,541.00
Per Diem	25	hrs	\$ 10.00	\$ 250.00	15%	\$ 287.50
Materials	1	LS	\$ 2,803.23	\$ 2,803.23	15%	\$ 3,223.72
Subcontracts	1	LS	\$ -	\$ -	15%	\$ -
Equipment	1	LS	\$ 605.63	\$ 605.63	15%	\$ 696.47
Field OH	1	LS	\$ 54.01	\$ 54.01	15%	\$ 62.11
Bond	1		\$ 56.40	\$ 56.40		\$ 56.40
						\$ 5,867.20

A time extension will NOT be required, but an extension of time may be required based on the number of cumulative change orders.

A time extension of 0 working days will be required.

In lieu of a time extension, this work can be incorporated into the job schedule. By incorporating the additional amount listed to cover the accelerated labor cost. \$ \_\_\_\_\_

\* Unless otherwise noted this change order quotation is for the work described within the change order request and does not include impacts to the unchanged work. We reserve the right to seek additional compensation for extended overhead, stacking of trades, impacts to other trades, dilution of supervision, productivity impacts, overtime and overtime impacts, mobilization and demobilization, unforeseen re-work, and for other costs expended that could not be foreseen and are not described within the body of this change order quotation.

\* By signing below, contractor acknowledges a change to the original contract scope and agrees to the said price and conditions stated above.

ACCEPTED \_\_\_\_\_

TERMS Net 30 Days  
Progress Payments

OFFERED BY: Mark Andersen  
TITLE: Branch Manager

VOID IF NOT ACCEPTED WITHIN 30 DAYS.

JOB #: 555092010

JOB NAME: City of Seward Substation

**CHANGE ORDER REQUEST**

OUR REQUEST NUMBER : COR #5  
 RFI NUMBER : \_\_\_\_\_  
 GC CHANGE ORDER # : \_\_\_\_\_  
 OWNER CHANGE # : \_\_\_\_\_  
 Date : 5/18/2020

TO City of Seward

ATTN: \_\_\_\_\_

ADDRESS: 537 Main  
Seward, NE 68434



PROJECT LOCATION Seward NE

**We are submitting herewith our proposal to perform the changes to our contract as follows:**

- 1 The original contract called for a 6" bore under the RR tracks. The boring permit now calls for an 8" bore HDPE pipe with a 6" innerduct. This change is for the additional cost of boring an 8" pipe with the 6" innerduct. The labor included is for re-mobilizing our crew back to the site. The subcontractor costs include the 8" bore pipe and bore.

<u>Subcontractor breakdown</u>					
Bore 8" pipe with 6" innerduct	225	lf	\$ 50.00	\$ 11,250	
Credit cost of 6" bore	225	lf	\$ 20.45	\$ 4,601	
Net Cost				\$ 6,649	

**AMOUNT REQUESTED: \$9,248.75**

ITEM	Unit	UOM	unit cost	Total	Mark-up %	Total w/ Mark-up
LABOR	20.0	hrs	53.60	\$ 1,072.00	15%	\$ 1,232.80
Per Diem	20.0	hrs	10.00	\$ 200.00	15%	\$ 230.00
MATERIAL	1	LS	-	\$ -	15%	\$ -
SUBCONTRACTS	1	LS	6,649.00	\$ 6,649.00	15%	\$ 7,646.35
EQUIPMENT	1	LS	-	\$ -	15%	\$ -
Field OH	1	LS	44.00	\$ 44.00	15%	\$ 50.60
BOND	1		\$ 89.00	\$ 89.00		\$ 89.00
<b>TOTAL</b>						<b>\$9,248.75</b>

LUMP SUM OF UNITS

A time extension will NOT be required, but an extension of time may be required based on the number of cumulative change orders.

A time extension will be required to change the contract end date to June 15, 2020

In lieu of a time extension, this work can be incorporated into the job schedule. By incorporating the additional amount listed to cover the accelerated labor cost. \$ \_\_\_\_\_

\* Unless otherwise noted this change order quotation is for the work described within the change order request and does not include impacts to the unchanged work. We reserve the right to seek additional compensation for extended overhead, stacking of trades, impacts to other trades, dilution of supervision, productivity impacts, overtime and overtime impacts, mobilization and demobilization, unforeseen re-work, and for other costs expended that could not be foreseen and are not described within the body of this change order quotation.

\* By signing below, contractor acknowledges a change to the original contract scope and agrees to the said price and conditions stated above.

ACCEPTED \_\_\_\_\_

TERMS Net 30 Days  
Progress Payments

OFFERED BY Mark Andersen  
 TITLE Branch Manager

VOID IF NOT ACCEPTED WITHIN 30 DAYS.

**AGREEMENT FOR  
FINANCIAL PLAN, COST OF SERVICE  
AND  
RATE DESIGN STUDY  
FOR ELECTRIC RATES**

This Agreement for a Financial Plan, Cost of Service and Rate Design Study for Electric Rates is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Nebraska Municipal Power Pool, a non-profit corporation of the State of Nebraska, hereinafter called "NMPP," and the City of Seward, Nebraska, hereinafter called "Municipality."

**RECITALS:**

NMPP, under the provisions of its Articles of Incorporation, has the authority to enter into and perform contracts with its members.

NMPP has initiated a Financial Plan, Cost of Service and Rate Design Study (Rate Study) designed to provide assistance in certain technical areas related to calculating rates for municipal utility systems for all customer classes and to provide ongoing rate support.

Municipality is a member of NMPP and recognizes the importance of completing a Rate Study.

In consideration of the mutual promises contained herein, NMPP and Municipality agree as follows:

**1. TERM**

1.1 This Agreement shall become effective upon execution. The term of this Agreement shall begin on the date of execution and terminate two (2) years after the date of the delivery of the documents referred to in Section 2.1.3.6.

**2. SCOPE OF SERVICES TO BE PROVIDED AND RESPONSIBILITIES OF THE PARTIES**

2.1 Responsibilities of NMPP

2.1.1 Questions regarding services under this Agreement should be directed to NMPP's Director of Retail Utility Services and Member Relations, or to such other person as may be designated by NMPP from time to time. NMPP will complete the scope of work of this Agreement typically within ninety (90) days of the receipt of all data requested by NMPP. Such data must be accurate and in a format easily usable by NMPP in order for the scope of work to be done on time. Reports and other document

presentation are delivered to the Municipality as outlined in Section 2.1.3.6.

2.1.2 The Rate Study computer models shall be retained by and become the property of NMPP. The Municipality will receive all tables and charts from the model and may use the Rate Study findings and recommendations at Municipality's sole risk and without liability or legal exposure to NMPP.

2.1.3 The Rate Study will include completion by NMPP of the following tasks:

1. Data Collection – NMPP will request data, including but not limited to, customer rate class usage by rate block and revenue billed, and audited and budgeted assets including financial and operating data for the utility as necessary to prepare the Rate Study. This data is to be in an easy to read and organized format. To the extent the requested data is not readily available, NMPP and Municipality will develop and agree upon estimates for the missing data.
2. Develop a Financial Model – NMPP will develop a five-year Financial pro forma model that will provide net-income, target return on facilities investments, minimum cash reserve policy, capital improvements, borrowing, and recommend future rate increases to achieve financial targets.
3. Calculate Revenue Requirements for Test Year to be used in Rate Study – NMPP will calculate Municipality's revenue requirements in a financial pro forma to determine cost of service rate elements to be used in future rate design.
4. Functional Costs – NMPP will assign a function to each expense and each non-retail revenue including, but not limited to, generation, transmission and customer service, as applicable. The items will also be assigned to a sub-category of a function as necessary.

Expenses will be allocated to the various cost classifications based on methodologies that are generally applied to municipal utilities. These allocations will enable NMPP to separately identify and establish cost elements for each rate class provided by the Municipality, including, but not limited to, commodity generation or treatment, transmission, distribution, and customer service and accounting, as applicable.

5. Rate Design – NMPP will design rates using cost elements determined for one or two years to recover adequate revenue for the system and move classes toward cost of service revenue recovery.

NMPP will work with Municipality to develop rates that maintain the financial integrity of each municipal utility system being studied. New rate schedules and ordinances will be drafted by NMPP for approval by Municipality.

6. Present Findings – (a) NMPP will typically within sixty (60) days of receipt of sound data provide a Preliminary Proforma which will present the Financial Plan, first to the Municipality’s staff and then to rate making authority. Such presentations will be typically a combination of electronic mail and telephone and/or video conference presentation. An in-person presentation by NMPP may be scheduled as is agreed to by both Parties. (b) The Final Proforma including draft rate approval documents will be completed by NMPP typically thirty (30) days after direction is provided to NMPP regarding the level of rate adjustments desired as directed by either Municipality’s staff or the rate making authority. If additional trips are necessary for (a) or (b) above or other purposes, the trips will be billed on a time and expense basis.
7. Support – As a part of this Agreement, upon request NMPP will provide to Municipality the following support:
  - A. Review of up to five (5) large customer bills for accuracy.
  - B. Up to ten (10) hours of telephone support to answer rate application questions from Municipality.

2.1.4 The Parties hereby agree that the Rate Study to be provided by NMPP to Municipality pursuant to this Agreement shall include only the following study(ies) as indicated below:

- Electric study
- Water study
- Wastewater study
- Water and Wastewater study
- Trash study
- Natural Gas study

## 2.2 Responsibilities of Municipality

2.2.1 Municipality shall furnish to NMPP, as requested by NMPP, available cost of serve studies, audited financial reports and other data; obtain or authorize NMPP to obtain or provide additional reports and data as required; and furnish to NMPP any required services of outside third parties. NMPP shall be entitled to use and rely upon all information and services provided by or on behalf of Municipality as accurate without

independent verification in the completion of the services provided hereunder.

- 2.2.2 Municipality shall designate, in writing, a person with authority to act on Municipality's behalf on all matters concerning the services provided by NMPP under this Agreement.
- 2.2.3 Municipality shall perform the responsibilities outlined in this Section 2 in a timely manner so as not to delay the services of NMPP. A delay in Municipality's performance of more than three (3) months for any specific responsibility of Municipality shall be deemed an event of default, and NMPP shall have the right to suspend services or terminate this Agreement in the event such default is not cured within ten (10) days after written notice to Municipality.
- 2.2.4 Municipality shall bear all costs associated with the completion of all requirements under this Section 2.

### **3. LIMITATION OF LIABILITY AND INDEMNIFICATIONS**

3.1 Notwithstanding any other provision of this Agreement, NMPP's total liability to Municipality for any loss or damage, including, but not limited to, special and/or consequential damages arising out of or in connection with the performance of services or any other cause shall not exceed the compensation received by NMPP from Municipality under this Agreement, and Municipality hereby releases and will hold harmless NMPP from any liability above such amount. Municipality further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless NMPP and its officers, employees and agents from and against all claims, damages, losses and expenses, direct or indirect, or consequential damages including, but not limited to, attorney's fees arising out of or resulting from the performance of NMPP's services hereunder.

3.2 NMPP shall exercise the same degree of care, skill, and diligence in the performance of services as is ordinarily possessed and exercised by a professional consultant under similar circumstances. **NO WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.**

3.3 All express representations, indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.

**4. FEES AND PAYMENT**

4.1 Municipality shall pay NMPP for performance of the services described in Section 2.1 as follows:

<b>Total Fee for Section 2.1 Services</b>	<b>Current Municipal Energy Agency of Nebraska (“MEAN”) Funding (subject to change per Section 4.7)</b>	<b>Municipality eligible for MEAN funding as of date of execution of the Agreement</b>	<b>Total Fee Due from Municipality for Section 2.1 Services</b>
\$12,660	50% <sup>1</sup>	Yes <input checked="" type="radio"/> No	\$12,660 <sup>1</sup>

<sup>1</sup>For qualifying participants of MEAN, the MEAN Funding amount and the Total Fee Due will be automatically adjusted in accordance with Section 4.7 in the event MEAN modifies or eliminates funding for the Rate Study service.

4.2 Additional services not provided for in the scope of services set forth herein shall be provided only upon separate mutual written agreement between the Parties or upon modification of the scope of services in accordance with Section 4.5 of this Agreement. Expenses will be those incurred in completing the services at the cost or fee associated with the expense.

4.3 The fees established in this Section 4 may be reviewed and updated by NMPP from time to time in accordance with Section 4.5 of this Agreement.

4.4 Fifty percent (50%) of the total fee due from Municipality for Section 2.1 services will be invoiced after NMPP presents the Preliminary Proforma, including the Financial Plan, to the Municipality’s staff and/or the rate making authority, with the balance invoiced after delivery of the Final Proforma and Rate Ordinances. For any additional services provided under Section 4.2, and for any additional trips needed pursuant to Section 2.1.3.6, bills for services shall be rendered upon completion of each such additional service. Each bill shall be paid by Municipality within thirty (30) days after the date the bill is rendered. If any bill is not paid within thirty (30) days, it shall be deemed delinquent and interest shall accrue at the rate of 1.25% per month, or fraction thereof, on any unpaid amount from the date the bill becomes delinquent until the date on which payment is made. This Agreement may be terminated by NMPP for non-payment by Municipality.

4.5 Notwithstanding any provision to the contrary in this Agreement, NMPP shall have the right to modify any of the terms and conditions of this Agreement, including but not limited to the scope of services and fees for participation, at any time, by providing written notice to Municipality. Municipality shall have thirty (30) days from the issuance of such notice to inform NMPP in writing of Municipality’s objection to modification of the terms and conditions. Upon receipt by NMPP of Municipality’s sufficient notice of objection, NMPP shall cease providing

services to Municipality under this Agreement and this Agreement shall automatically terminate; provided, however, that such termination shall not take effect unless and until Municipality has made complete payment for any outstanding amount due and for services provided pursuant to this Agreement prior to receipt of Municipality's notice of objection.

4.6 If at any time during the term of this Agreement Municipality's membership in NMPP is withdrawn or terminated for any reason, the fees for services provided to Municipality pursuant to this Agreement shall automatically convert to the non-member fee, where such a fee is applicable, which fee may be modified from time to time by NMPP, and NMPP shall have the right to terminate this Agreement upon written notice at any time to Municipality.

4.7 For qualifying participants of the Municipal Energy Agency of Nebraska (MEAN), the Board of Directors of MEAN has approved partial funding of the cost of Service Schedule M and K participants to utilize the Section 2.1 services under this Agreement. If this funding is applicable to Municipality as of the date of execution of this Agreement, this amount has been reflected in Section 4.1. Funding is subject to change or elimination without notice from time to time by action of the MEAN Board of Directors. In such event, the amount due from Municipality will be adjusted accordingly and any balance due will be billed by NMPP to Municipality.

## **5. USE OF ELECTRONIC MEDIA**

5.1 Copies of documents that may be relied upon by Municipality are limited to the printed copies, also known as hard copies, which are signed by NMPP. Files in electronic media format of text, data, graphics, or of other types that are furnished by NMPP to Municipality are only for the convenience of Municipality. Any conclusion or information obtained or derived from such electronic files will be used at Municipality's sole risk.

5.2 When transferring documents in electronic media format, NMPP makes no representations as to compatibility, usability, or readability of documents resulting from such transfer or from the use of software application packages, operating systems, or computer hardware differing from those used by NMPP at the beginning of services rendered.

5.3 If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

5.4 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 thirty (30) days, after which the receiving Party shall be deemed to have accepted the data thus transferred. Any errors reported by receiving Party to delivering Party within the thirty (30)-day acceptance period will be corrected by the delivering Party within sixty (60) days of such notification. NMPP shall not be responsible to maintain documents stored in electronic media format after acceptance by Municipality.

## **6. GENERAL**

6.1 Neither Party shall have the right to assign this Agreement without the consent, in writing, of the other Party.

6.2 This Agreement shall be governed by the laws of the State of Nebraska.

6.3 In no event shall any delay by any party in enforcing (in whole or in part) any provision of this Agreement be or be deemed to be a waiver thereof or a waiver of any other provision or shall in any way prejudice any right of that party under this Agreement. Any waiver in regard to the performance of this Agreement shall operate only if in writing and mutually agreed upon by each Party.

6.4 In the event any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be valid and binding upon the Parties.

6.5 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than NMPP and Municipality.

6.6 Neither Party shall be liable to the other for any delay in the performance of its duties hereunder or for any loss or damage arising from uncontrollable forces including but not limited to fire, theft, storm, war, terrorism, power outage, regulatory action or any other force majeure that could not have been reasonably avoided by exercise of due diligence by the Parties. In the event of such a force majeure, the affected Party shall notify the other Party of the circumstances surrounding the force majeure and provide an estimate of delay time caused thereby. The affected Party shall use due diligence to remove such force majeure as soon as is reasonably practicable.

## **7. NOTICES**

7.1 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, or by mail postage prepaid, or by commercial courier service.

## **8. OTHER AGREEMENTS**

8.1 This Agreement constitutes the entire agreement between the parties and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in a writing signed by both parties. This Agreement shall supersede, terminate and replace that certain Financial Plan, Cost of Service/Rate Design Study Agreement for Electric Rates executed as of June 11, 2018 between NMPP and Municipality.

[SIGNATURE PAGE FOLLOWING]

WHEREAS, NMPP and Municipality have caused this Agreement for a Financial Plan, Cost of Service and Rate Design Study for Electric Rates to be duly executed by their authorized officers.

NEBRASKA MUNICIPAL POWER POOL

CITY OF SEWARD, NEBRASKA

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

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

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

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

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

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

Address: 8377 Glynoaks Drive  
Lincoln, NE 68516

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGREEMENT FOR  
FINANCIAL PLAN, COST OF SERVICE  
AND  
RATE DESIGN STUDY  
FOR WATER AND WASTEWATER RATES**

This Agreement for a Financial Plan, Cost of Service and Rate Design Study for Water and Wastewater Rates is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Nebraska Municipal Power Pool, a non-profit corporation of the State of Nebraska, hereinafter called "NMPP," and the City of Seward, Nebraska, hereinafter called "Municipality."

**RECITALS:**

NMPP, under the provisions of its Articles of Incorporation, has the authority to enter into and perform contracts with its members.

NMPP has initiated a Financial Plan, Cost of Service and Rate Design Study (Rate Study) designed to provide assistance in certain technical areas related to calculating rates for municipal utility systems for all customer classes and to provide ongoing rate support.

Municipality is a member of NMPP and recognizes the importance of completing a Rate Study.

In consideration of the mutual promises contained herein, NMPP and Municipality agree as follows:

**1. TERM**

1.1 This Agreement shall become effective upon execution. The term of this Agreement shall begin on the date of execution and terminate two (2) years after the date of the delivery of the documents referred to in Section 2.1.3.6.

**2. SCOPE OF SERVICES TO BE PROVIDED AND RESPONSIBILITIES OF THE PARTIES**

2.1 Responsibilities of NMPP

2.1.1 Questions regarding services under this Agreement should be directed to NMPP's Director of Retail Utility Services and Member Relations, or to such other person as may be designated by NMPP from time to time. NMPP will complete the scope of work of this Agreement typically within ninety (90) days of the receipt of all data requested by NMPP. Such data must be accurate and in a format easily usable by NMPP in order for the scope of work to be done on time. Reports and other document

presentation are delivered to the Municipality as outlined in Section 2.1.3.6.

2.1.2 The Rate Study computer models shall be retained by and become the property of NMPP. The Municipality will receive all tables and charts from the model and may use the Rate Study findings and recommendations at Municipality's sole risk and without liability or legal exposure to NMPP.

2.1.3 The Rate Study will include completion by NMPP of the following tasks:

1. Data Collection – NMPP will request data, including but not limited to, customer rate class usage by rate block and revenue billed, and audited and budgeted assets including financial and operating data for the utility as necessary to prepare the Rate Study. This data is to be in an easy to read and organized format. To the extent the requested data is not readily available, NMPP and Municipality will develop and agree upon estimates for the missing data.
2. Develop a Financial Model – NMPP will develop a five-year Financial pro forma model that will provide net-income, target return on facilities investments, minimum cash reserve policy, capital improvements, borrowing, and recommend future rate increases to achieve financial targets.
3. Calculate Revenue Requirements for Test Year to be used in Rate Study – NMPP will calculate Municipality's revenue requirements in a financial pro forma to determine cost of service rate elements to be used in future rate design.
4. Functional Costs – NMPP will assign a function to each expense and each non-retail revenue including, but not limited to, generation, transmission and customer service, as applicable. The items will also be assigned to a sub-category of a function as necessary.

Expenses will be allocated to the various cost classifications based on methodologies that are generally applied to municipal utilities. These allocations will enable NMPP to separately identify and establish cost elements for each rate class provided by the Municipality, including, but not limited to, commodity generation or treatment, transmission, distribution, and customer service and accounting, as applicable.

5. Rate Design – NMPP will design rates using cost elements determined for one or two years to recover adequate revenue for the system and move classes toward cost of service revenue recovery.

NMPP will work with Municipality to develop rates that maintain the financial integrity of each municipal utility system being studied. New rate schedules and ordinances will be drafted by NMPP for approval by Municipality.

6. Present Findings – (a) NMPP will typically within sixty (60) days of receipt of sound data provide a Preliminary Proforma which will present the Financial Plan, first to the Municipality’s staff and then to rate making authority. Such presentations will be typically a combination of electronic mail and telephone and/or video conference presentation. An in-person presentation by NMPP may be scheduled as is agreed to by both Parties. (b) The Final Proforma including draft rate approval documents will be completed by NMPP typically thirty (30) days after direction is provided to NMPP regarding the level of rate adjustments desired as directed by either Municipality’s staff or the rate making authority. If additional trips are necessary for (a) or (b) above or other purposes, the trips will be billed on a time and expense basis.
7. Support – As a part of this Agreement, upon request NMPP will provide to Municipality the following support:
  - A. Review of up to five (5) large customer bills for accuracy.
  - B. Up to ten (10) hours of telephone support to answer rate application questions from Municipality.

2.1.4 The Parties hereby agree that the Rate Study to be provided by NMPP to Municipality pursuant to this Agreement shall include only the following study(ies) as indicated below:

- Electric study
- Water study
- Wastewater study
- Water and Wastewater study
- Trash study
- Natural Gas study

## 2.2 Responsibilities of Municipality

2.2.1 Municipality shall furnish to NMPP, as requested by NMPP, available cost of serve studies, audited financial reports and other data; obtain or authorize NMPP to obtain or provide additional reports and data as required; and furnish to NMPP any required services of outside third parties. NMPP shall be entitled to use and rely upon all information and services provided by or on behalf of Municipality as accurate without

independent verification in the completion of the services provided hereunder.

- 2.2.2 Municipality shall designate, in writing, a person with authority to act on Municipality's behalf on all matters concerning the services provided by NMPP under this Agreement.
- 2.2.3 Municipality shall perform the responsibilities outlined in this Section 2 in a timely manner so as not to delay the services of NMPP. A delay in Municipality's performance of more than three (3) months for any specific responsibility of Municipality shall be deemed an event of default, and NMPP shall have the right to suspend services or terminate this Agreement in the event such default is not cured within ten (10) days after written notice to Municipality.
- 2.2.4 Municipality shall bear all costs associated with the completion of all requirements under this Section 2.

### **3. LIMITATION OF LIABILITY AND INDEMNIFICATIONS**

3.1 Notwithstanding any other provision of this Agreement, NMPP's total liability to Municipality for any loss or damage, including, but not limited to, special and/or consequential damages arising out of or in connection with the performance of services or any other cause shall not exceed the compensation received by NMPP from Municipality under this Agreement, and Municipality hereby releases and will hold harmless NMPP from any liability above such amount. Municipality further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless NMPP and its officers, employees and agents from and against all claims, damages, losses and expenses, direct or indirect, or consequential damages including, but not limited to, attorney's fees arising out of or resulting from the performance of NMPP's services hereunder.

3.2 NMPP shall exercise the same degree of care, skill, and diligence in the performance of services as is ordinarily possessed and exercised by a professional consultant under similar circumstances. **NO WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.**

3.3 All express representations, indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.

**4. FEES AND PAYMENT**

4.1 Municipality shall pay NMPP for performance of the services described in Section 2.1 as follows:

Total Fee for Section 2.1 Services	Current Municipal Energy Agency of Nebraska (“MEAN”) Funding (subject to change per Section 4.7)	Municipality eligible for MEAN funding as of date of execution of the Agreement	Total Fee Due from Municipality for Section 2.1 Services
\$13,080	50% <sup>1</sup>	Yes <input checked="" type="radio"/> No	\$13,080 <sup>1</sup>

<sup>1</sup>For qualifying participants of MEAN, the MEAN Funding amount and the Total Fee Due will be automatically adjusted in accordance with Section 4.7 in the event MEAN modifies or eliminates funding for the Rate Study service.

4.2 Additional services not provided for in the scope of services set forth herein shall be provided only upon separate mutual written agreement between the Parties or upon modification of the scope of services in accordance with Section 4.5 of this Agreement. Expenses will be those incurred in completing the services at the cost or fee associated with the expense.

4.3 The fees established in this Section 4 may be reviewed and updated by NMPP from time to time in accordance with Section 4.5 of this Agreement.

4.4 Fifty percent (50%) of the total fee due from Municipality for Section 2.1 services will be invoiced after NMPP presents the Preliminary Proforma, including the Financial Plan, to the Municipality’s staff and/or the rate making authority, with the balance invoiced after delivery of the Final Proforma and Rate Ordinances. For any additional services provided under Section 4.2, and for any additional trips needed pursuant to Section 2.1.3.6, bills for services shall be rendered upon completion of each such additional service. Each bill shall be paid by Municipality within thirty (30) days after the date the bill is rendered. If any bill is not paid within thirty (30) days, it shall be deemed delinquent and interest shall accrue at the rate of 1.25% per month, or fraction thereof, on any unpaid amount from the date the bill becomes delinquent until the date on which payment is made. This Agreement may be terminated by NMPP for non-payment by Municipality.

4.5 Notwithstanding any provision to the contrary in this Agreement, NMPP shall have the right to modify any of the terms and conditions of this Agreement, including but not limited to the scope of services and fees for participation, at any time, by providing written notice to Municipality. Municipality shall have thirty (30) days from the issuance of such notice to inform NMPP in writing of Municipality’s objection to modification of the terms and conditions. Upon receipt by NMPP of Municipality’s sufficient notice of objection, NMPP shall cease providing

services to Municipality under this Agreement and this Agreement shall automatically terminate; provided, however, that such termination shall not take effect unless and until Municipality has made complete payment for any outstanding amount due and for services provided pursuant to this Agreement prior to receipt of Municipality's notice of objection.

4.6 If at any time during the term of this Agreement Municipality's membership in NMPP is withdrawn or terminated for any reason, the fees for services provided to Municipality pursuant to this Agreement shall automatically convert to the non-member fee, where such a fee is applicable, which fee may be modified from time to time by NMPP, and NMPP shall have the right to terminate this Agreement upon written notice at any time to Municipality.

4.7 For qualifying participants of the Municipal Energy Agency of Nebraska (MEAN), the Board of Directors of MEAN has approved partial funding of the cost of Service Schedule M and K participants to utilize the Section 2.1 services under this Agreement. If this funding is applicable to Municipality as of the date of execution of this Agreement, this amount has been reflected in Section 4.1. Funding is subject to change or elimination without notice from time to time by action of the MEAN Board of Directors. In such event, the amount due from Municipality will be adjusted accordingly and any balance due will be billed by NMPP to Municipality.

## **5. USE OF ELECTRONIC MEDIA**

5.1 Copies of documents that may be relied upon by Municipality are limited to the printed copies, also known as hard copies, which are signed by NMPP. Files in electronic media format of text, data, graphics, or of other types that are furnished by NMPP to Municipality are only for the convenience of Municipality. Any conclusion or information obtained or derived from such electronic files will be used at Municipality's sole risk.

5.2 When transferring documents in electronic media format, NMPP makes no representations as to compatibility, usability, or readability of documents resulting from such transfer or from the use of software application packages, operating systems, or computer hardware differing from those used by NMPP at the beginning of services rendered.

5.3 If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

5.4 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 thirty (30) days, after which the receiving Party shall be deemed to have accepted the data thus transferred. Any errors reported by receiving Party to delivering Party within the thirty (30)-day acceptance period will be corrected by the delivering Party within sixty (60) days of such notification. NMPP shall not be responsible to maintain documents stored in electronic media format after acceptance by Municipality.

## **6. GENERAL**

6.1 Neither Party shall have the right to assign this Agreement without the consent, in writing, of the other Party.

6.2 This Agreement shall be governed by the laws of the State of Nebraska.

6.3 In no event shall any delay by any party in enforcing (in whole or in part) any provision of this Agreement be or be deemed to be a waiver thereof or a waiver of any other provision or shall in any way prejudice any right of that party under this Agreement. Any waiver in regard to the performance of this Agreement shall operate only if in writing and mutually agreed upon by each Party.

6.4 In the event any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be valid and binding upon the Parties.

6.5 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than NMPP and Municipality.

6.6 Neither Party shall be liable to the other for any delay in the performance of its duties hereunder or for any loss or damage arising from uncontrollable forces including but not limited to fire, theft, storm, war, terrorism, power outage, regulatory action or any other force majeure that could not have been reasonably avoided by exercise of due diligence by the Parties. In the event of such a force majeure, the affected Party shall notify the other Party of the circumstances surrounding the force majeure and provide an estimate of delay time caused thereby. The affected Party shall use due diligence to remove such force majeure as soon as is reasonably practicable.

## **7. NOTICES**

7.1 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, or by mail postage prepaid, or by commercial courier service.

## **8. OTHER AGREEMENTS**

8.1 This Agreement constitutes the entire agreement between the parties and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in a writing signed by both parties. This Agreement shall supersede, terminate and replace that certain Financial Plan, Cost of Service/Rate Design Study Agreement for Water and Wastewater Rates executed as of June 11, 2018 between NMPP and Municipality.

[SIGNATURE PAGE FOLLOWING]

WHEREAS, NMPP and Municipality have caused this Agreement for a Financial Plan, Cost of Service and Rate Design Study for Water and Wastewater Rates to be duly executed by their authorized officers.

NEBRASKA MUNICIPAL POWER POOL

CITY OF SEWARD, NEBRASKA

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

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

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

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

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

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

Address: 8377 Glynoaks Drive  
Lincoln, NE 68516

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RESOLUTION NO. 71320

WHEREAS, Neb. Rev. Stat. § 77-3443 authorized that the Airport Authority is subject to Municipal levy authority and shall be required to submit a preliminary request for levy allocation to the Mayor and Council of the City of Seward before August 1.

NOW THEREFORE BE IT RESOLVED BY THE AIRPORT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA, that the Seward Airport Authority hereby authorizes that the preliminary request for levy allocation for Fiscal Year 2020-2021 for the Airport is \$0.0350 per \$100 of property value.

The Seward Airport Authority Chairman declared the resolution adopted.

Dated : 7-13 - , 2020

SEWARD AIRPORT AUTHORITY

  
Marvin Siefert  
Chairman

## CITY ADMINISTRATORS REPORT – 7/21/20

- Finalized FEMA projects for 2019 flood event.
- Drafted second round DTR documents.
- Unified Command Team Meetings with Four Corners Health (weekly).
- Seward County Covid-19 Response Meeting (weekly) w/Four Corners Health.
- League Call In Meeting re: Covid-19.
- Assisted with a number of potential economic development projects.
- Monitoring a number of street projects (Highway 15, East Seward Street, Waverly Road, N. Columbia).
- AMI project review with Billing, Electric Dept, and Water Dept.
- Covid-19 response to inquiries and issues.
- NPPD Weekly Summer Loading Call in Meetings.
- Attended online League of Municipality Budget and Finance Conferences (throughout summer).
- Worked on budget items with staff and Finance Director.
- Reviewed Time and Attendance Module (gWorks) with staff.
- Attended in person Civic Center Commission meeting to work on management protocols.
- Attended in person Planning and Zoning Commission Meeting.
- Golf Team meeting to review golf projects, clubhouse opening, and range ball issue.
- Meeting on Seward Trail Project with Schemmer and City Engineer.

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

### **Police Department**

- Traffic Incident Management Meeting in York
- Local Emergency Planning Committee Meeting in York
- Emergency 911 Board Meeting in Milford

### **Clerk's Office**

- New Hire Paperwork for Lacy Samek – Police Office I, Chad Dodds – Street Maintenance Worker I.
- TIF Project Work
- Review Time and Attendance Module (gWorks)
- Interviews for the Municipal Building Admin. Assist.
- Chief of Police Job Vacancy Process

### **Water/Wastewater Department**

- Locating valves on the Highway 15 watermain project.
- Dug three new fire hydrant locations.
- Hauling bio solids to fields.
- Test run well house generators.
- Sewer jetting.
- Successfully drilled test well at a south well field for Dakota Aquifer.

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

- Park and Rec meeting at the Civic Center.
- Pro Shop bar opened Tuesday, July 14th.
- Clean up from the storm and tournament.

### **Electric Department**

- Pickup pole & cross arm at west well field.
- Convert voltage at college.
- Install recloser on 14<sup>th</sup> St.

### **Street Department**

- Sidewalk repairs.
- Tree removal.
- Ongoing storm clean up.

#### **Library**

- NLA Board Meeting on Thursday, July 16<sup>th</sup>.
- Promotion of the 2020 “All Seward Reads Together” begins.
- Advertising for Library Clerk.

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

- Reviewing budget between the Building/Zoning and City Engineer Dept.
- Continuing search for Admin Assistant for the Muni Building and preparing for interviews.
- Updating the Operations Manual for Building and Zoning with Mindy’s input to help with transition of a new hire.
- Planning Commission Meeting, Monday, July 13<sup>th</sup>.

#### **Engineering**

- Paving and residential impacts on East Seward Avenue.
- Preliminary project planning on East Hillcrest Drive/Bluff Road.
- Review Columbia overlay project.
- Preliminary planning for Plum Creek Park bank stabilization.
- GIS updates to locate past work.

#### **Finance Department**

- Social Fund.
- Payroll.
- June County Treasurer receipts.
- Budget (Year-end estimates).
- CDBG 6-month report.