



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

Tuesday, June 21, 2022

7:00 PM

Municipal Building Council Chambers

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, June 21, 2022, in the Council Chambers, 142 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

City financial claims and related invoices will be available for Council member review, audit and voluntary signatures at 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

CONSENT AGENDA

1. City Codes Director Report

OPEN Property Maintenance Code Violation Report

					Updated 6-15-2022
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2022					
426 S 1st St	Installing a fence with no permit	6/15/2022	Justin & Erin Ronne 426 S 1st St Seward, NE 68434	In Person	Shannon Arena, CSO, was going to attempt contact with the property owner.
635 N 2nd St	Weeds	6/17/2022	Marianna Bailey 1202 N 66th St Lincoln, NE 68505	In Person/ Certified Letter	Shannon Arena, CSO, delivered a notice an orders to the property. Tim Dworak, Code Enforcement Director, mailed a letter via cerified mail. The property was partially mowed 6-13-2022
948 Main	Rabbits	6/30/2022	Scott Pekarek Tenant:Cody Meredith	Phone Call	Shannan Arena, CSO, made contact with the tenant. The tenant admitted he has six rabbits. Arena stated by ordinace you can only have 3. Arena will follow up by the 27th. .
437 S 6th	Weeds/Dogs		Misty Wismer	Phone Call	Shannon Arena, CSO, called the tenant and land owner. Neither answered. He will keep trying to make contact. Owner said they only have 3 dogs, the 4th was cremated. Arena could not verify the dog was cremated.
1511 Eastrdige	Weeds		Ronald Stanek	In Person	Shannon Arena, CSO, made contact with the owner. The owner stated that he is been in contact with Merles to come spray the weeds. Arena will make contact on 6-13-2022. As of 6-14 this is take care of
429 S Columbia	Grass/Weeds	6/13/2022	Christoper Yates 8630 Oakmont Dr Lincoln NE	Phone Call	Shannon Arena, CSO, delivered a notice and orders to the house. Tim Dworak, Code Enforcement Director, mailed the letter via certified mail. City Street department is mowing it 6-14-2022
324 N 10th	Grass/Weeds	6/10/2022	Dustin Dobesh 2530 N Rd Dwight NE 8635	Phone Call	Shanna Arena, CSO, made contact with the owner. The owner stated he will get it taken care of. 6-10-2022 this is completed
446 Moffitt	Tree over sidewalk	6/22/2022	SVP Properties LLC 6830 Marcus Rd Lincoln NE 68516		Bob Miers, Street Superintendent, will trim the tree to 7 foot above the sidewalk.
701 S 6th	Grass/Weeds	6/15/2022	David Wilson 15727 Burdette St	In Person	Property was mowed

OPEN Property Maintenance Code Violation Report

		6/10/2022			Shannon Arena CSO made contrat with the owner. The owner stated it will be getting it mowed by Friday.
	Grass/Weeds	5/31/2022		In Person	It is mowed
434 S 2nd	Grass/Weeds	5/31/2022	Stephen Storjohn	In Person	Shannon Arena (CSO) made contact with the owner and siad you have till next Tuesday to get it mowed.Storjohn will get it mowed the weekend of 6-10-2022. Most of it was taken care of. Arena stated he has till the 17th.
703 S 1st St	Grass/Weeds	5/31/2022	Christopher William Wilcox	In Person	Shannon Arena (CSO) made contact with the owner and siad you have till next Tuesday to get it mowed.This has been mowed
608 S 1st	Grass/Weeds	5/31/2022	Bill Kuhlman 2054 Holdrege Rd Pleasant Dale, NE	In Person	Shannon Arena (CSO) made contact with the owner and siad you have till next Tuesday to get it mowed. This has been mowed
632 S 1st	Weeds/grasss	5/31/2022	Dillin Snider 117 South St	In Person	Shannon Arena (CSO) made contact with the owner and siad you have till next Tuesday to get it mowed.
448 S 3rd	Weegs/grass	5/31/2022	Jeffrey Culp 132 N 3rd Street	In Person	Shannon Arena (CSO) made contact with the owner and siad you have till next Tuesday to get it mowed. This has been mowed.
524 S 3rd St	Weeds/grasss	5/31/2022	Barbara Osborne 903 406th Rd Beaver Crossing, NE 68313-9434	In Person	Shannon Arena (CSO) made contact with the owner and siad you have till next Tuesday to get it mowed. This has been mowed.
1008 Elm	Weeds/grasss	5/31/2022	Shawn Powell 402-314-0912	Phone Call	Shannon Arena (CSO) made contact with the owner. He thought he sold the property and cancelled the lawn service. He will get it taken care of this weekend. This is mowed.
Centennial Park	Camper	5/26/2022		In Person	Shannon Arena (CSO) left a door hanger on the camper tell the owner they cannot stay in Centennial Park. The camper has moved.
923 Elm St	Grass/Weeds	5/31/2022	Sherdon Bick	In Person	Shannan Arena (CSO) made contact with the owner and said you have till next Tuesday to get it mowed. It is mowed.
918 N 12th St	4 dogs/ Grass/Weeds	6/6/2022	Mark Croghan	In Person	Shannan Arena (CSO) made contact with the owner. He will get the car on the street up to date on 5-23-2022, and will have the trees and weeds cleaned up by June 6th. There are 4 dogs and he will get them all licensed. One is quite old and will not live long.6-10-2022 this is complete.

OPEN Property Maintenance Code Violation Report

247 N 2nd	Grass/Weeds/Fence	5/19/2022	Craig Kubicek 7811 S 26th St Lincoln, NE 68512	Phone Call	
720 N 1st	Grass/Weeds	5/19/2022	Homemade Holdings LLC 842 N Lakeshore Dr Lincoln, NE 68528-1029	Phone Call	Shannon Arena (CSO) investigated the property and the grass/weeds are over 12 inches. He will make contract with the owner.
1057 N 12	Grass/Dirt	5/18/2022	Building Seward LLC	Phone Call	Shannon Arena (CSO) inspected the property. On 5-10-2022 he made contact with the owner who stated they hired tru green to mow the lots but they haven't been out. They will call them to come take care of the grass. The dirt will be left as is.
1348 Fairlane	Trailer parked on the grass . Heavy commercial vehicles parked on residential street	5/6/2022	Gain Hobson 1348 Fairlane Ave	Phone Call	Shannon Arena (CSO) made contract with the owner. The owner is moving and everthing will be off the grass/street by this weekend.
1313 W Hwy 34	Concrete stem walls damaged due to fire, automotive pit to be filled, rebar sticking up, outdoor storage not allowed in zoning, vehicle storage not allowed in zoning	6/13/2022	Brian & Cindy Fehlhafer 1369 196th Rd Seward, NE 68434	In Person	Site was cleaned up to comply with violations stated in the violation letter. The existing shed will be removed later in the summer, will follow up in 60 days
					Tim spoke with Brian and reminded him of the first notice violation and the required items to be remedied. Brian indicated he would comply.

CURRENT YEAR:

April

2022

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 2,158.70	\$ 284,070.89
REMODEL/ADDIT.	13	\$ 71,488.48	\$ 51,955,637.36
ACCESSORY	11	\$ 2,082.00	\$ 23,301.00
RELOCATE	5	\$ 250.00	\$ 66,654.40
ELECTRIC			
PLUMBING	14	\$ 915.00	
MECHANICAL	5	\$ 740.00	
SEWER TAP	1	\$ 250.00	
WATER TAP	1	\$ 838.00	
TEMP. ELEC.	1	\$ 50.00	
ELECTRIC SER.	1	\$ 200.00	
TOTALS	53	\$ 78,972.18	\$ 52,329,663.65

LAST YEAR:

April

2021

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	2	\$ 3,969.00	\$ 447,588.80
REMODEL/ADDIT.	9	\$ 1,816.20	\$ 581,909.03
ACCESSORY	20	\$ 1,800.10	\$ 86,178.28
RELOCATE	7	\$ 300.00	\$ 51,393.61
ELECTRIC		\$ -	\$ -
PLUMBING	10	\$ 935.00	\$ -
MECHANICAL	5	\$ 1,050.00	\$ -
SEWER TAP	2	\$ 500.00	\$ -
WATER TAP	2	\$ 1,676.00	\$ -
TEMP. ELEC.	2	\$ 100.00	\$ -
ELECTRIC SER.	2	\$ 400.00	\$ -
TOTALS	61	\$ 12,546.30	\$ 1,167,069.72

YEAR TO DATE

January to December

2022

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	14	\$ 36,549.49	\$ 5,436,434.34
REMODEL/ADDIT.	24	\$ 72,417.21	\$ 52,146,931.05
ACCESSORY	54	\$ 3,718.70	\$ 174,493.00
RELOCATE	10	\$ 500.00	\$ 109,362.97
ELECTRIC		\$ -	\$ -
PLUMBING	51	\$ 4,175.00	\$ -
MECHANICAL	24	\$ 2,025.00	\$ -
SEWER TAP	13	\$ 3,250.00	\$ -
WATER TAP	13	\$ 12,121.00	\$ -
TEMP. ELEC.	7	\$ 350.00	\$ -
ELECTRIC SER.	13	\$ 3,400.00	\$ -
TOTALS	223	\$ 138,506.40	\$ 57,867,221.36

YEAR TO DATE

January to December

2021

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	7	\$ 12,275.10	\$ 1,988,724.92
REMODEL/ADDIT.	20	\$ 6,291.15	\$ 1,882,090.46
ACCESSORY	47	\$ 11,124.40	\$ 416,626.07
RELOCATE	11	\$ 629.50	\$ 146,393.61
ELECTRIC		\$ -	\$ -
PLUMBING	28	\$ 2,784.00	\$ -
MECHANICAL	17	\$ 2,160.00	\$ -
SEWER TAP	5	\$ 1,250.00	\$ -
WATER TAP	5	\$ 4,319.00	\$ -
TEMP. ELEC.	5	\$ 250.00	\$ -
ELECTRIC SER.	5	\$ 1,000.00	\$ -
TOTALS	150	\$ 42,083.15	\$ 4,433,835.06

CURRENT YEAR:

May

2022

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 2,481.70	\$ 450,000.00
REMODEL/ADDIT.	9	\$ 4,282.70	\$ 2,133,587.00
ACCESSORY	14	\$ 654.67	\$ 41,190.00
RELOCATE	3	\$ 75.00	\$ 11,782.00
ELECTRIC			
PLUMBING	5	\$ 260.00	
MECHANICAL	5	\$ 425.00	
SEWER TAP	1	\$ 250.00	
WATER TAP	1	\$ 838.00	
TEMP. ELEC.	1	\$ 50.00	
ELECTRIC SER.	1	\$ 200.00	
TOTALS	41	\$ 9,517.07	\$ 2,636,559.00

LAST YEAR:

May

2021

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	2	\$ 4,365.00	\$ 626,644.29
REMODEL/ADDIT.	8	\$ 829.70	\$ 197,720.32
ACCESSORY	15	\$ 773.95	\$ 153,983.00
RELOCATE	7	\$ 250.00	\$ 56,899.15
ELECTRIC		\$ -	\$ -
PLUMBING	12	\$ 970.00	\$ -
MECHANICAL	8	\$ 750.00	\$ -
SEWER TAP	2	\$ 500.00	\$ -
WATER TAP	2	\$ 1,676.00	\$ -
TEMP. ELEC.	2	\$ 100.00	\$ -
ELECTRIC SER.	2	\$ 400.00	\$ -
TOTALS	60	\$ 10,614.65	\$ 1,035,246.76

YEAR TO DATE

January to December

2022

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	15	\$ 39,031.19	\$ 5,886,434.34
REMODEL/ADDIT.	33	\$ 76,699.91	\$ 54,280,518.05
ACCESSORY	68	\$ 4,373.37	\$ 215,683.00
RELOCATE	13	\$ 575.00	\$ 121,144.97
ELECTRIC		\$ -	\$ -
PLUMBING	56	\$ 4,435.00	\$ -
MECHANICAL	29	\$ 2,450.00	\$ -
SEWER TAP	14	\$ 3,500.00	\$ -
WATER TAP	14	\$ 12,959.00	\$ -
TEMP. ELEC.	8	\$ 400.00	\$ -
ELECTRIC SER.	14	\$ 3,600.00	\$ -
TOTALS	264	\$ 148,023.47	\$ 60,503,780.36

YEAR TO DATE

January to December

2021

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	9	\$ 16,640.10	\$ 2,615,369.21
REMODEL/ADDIT.	28	\$ 7,120.85	\$ 2,079,810.78
ACCESSORY	62	\$ 11,898.35	\$ 570,609.07
RELOCATE	18	\$ 879.50	\$ 203,292.76
ELECTRIC		\$ -	\$ -
PLUMBING	40	\$ 3,754.00	\$ -
MECHANICAL	25	\$ 2,910.00	\$ -
SEWER TAP	7	\$ 1,750.00	\$ -
WATER TAP	7	\$ 5,995.00	\$ -
TEMP. ELEC.	7	\$ 350.00	\$ -
ELECTRIC SER.	7	\$ 1,400.00	\$ -
TOTALS	210	\$ 52,697.80	\$ 5,469,081.82

2. City Treasurer Report

TREASURER'S REPORT		MONTH OF: MAY 2022					
VARIANCE AT: 66.67%							
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE	
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS	
ELECTRIC	11,308,038	6,290,448	56%	5,017,590	5,989,372	301,076	
ELEC BOND PYMT	494,905	452,130	91%	42,775	451,156	974	
WATER	4,266,596	1,108,343	26%	3,158,253	906,751	201,592	
WATER BOND PYMTS	329,284	245,345	75%	83,939	363,805	(118,460)	
WATER SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
WASTEWATER TREATMENT	2,456,620	1,180,197	48%	1,276,423	963,702	216,496	
WWTW BOND PYMT	290,258	12,479	4%	277,779	38,938	(26,459)	
WWTW SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
TOTAL BUSINESS-TYPE FUNDS	19,145,701	9,288,943	49%	9,856,758	8,713,724	575,219	
GENERAL (LESS DONATIONS)	1,389,181	1,125,204	81%	263,977	932,012	193,192	
DONATIONS	100,000	3,068	3%	96,932	10,998	(7,930)	
LEGAL	71,963	45,326	63%	26,637	42,219	3,107	
POLICE	1,543,421	927,299	60%	616,122	812,781	114,518	
E911	191,391	127,594	67%	63,797	153,737	(26,143)	
POLICE EQUITABLE SHARING	100,000	242	0%	99,758	1,480	(1,239)	
STREET	3,710,579	1,691,797	46%	2,018,782	1,258,331	433,466	
STP FUNDS	149,944	154,462	103%	(4,518)	145,318	9,145	
DEBT SERVICE	1,073,948	1,006,522	94%	67,426	973,464	33,058	
RAIL CAMPUS	15,500	6,725	43%	8,775	501,505	(494,780)	
CDBG ECON. DEV. LOAN FUND	- 0 -	27	0%	(27)	- 0 -	27	
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	300,000	17,110	6%	282,890	90,293	(73,183)	
BLDGS & GRDS (CITY HALL)	36,759	21,552	59%	15,207	19,478	2,075	
CIVIC CENTER	266,671	88,030	33%	178,641	121,775	(33,744)	
LIBRARY	614,985	381,309	62%	233,676	385,022	(3,714)	
LIBRARY MAINTENANCE FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PUBLIC PROPERTIES	493,036	280,709	57%	212,327	256,965	23,744	
CEMETERY	208,460	128,436	62%	80,024	105,763	22,673	
GOLF COURSE	547,909	295,537	54%	252,372	254,103	41,434	
NEW PARK DEVELOPMENT	100	195	0%	(95)	100	94	
NEW CEMETERY DEVELOPMENT	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
GUTHMAN TRUST - REGULAR	145	- 0 -	0%	145	- 0 -	- 0 -	
GUTHMAN TRUST - PAVING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PERPETUAL CARE - PRINCIPAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PERPETUAL CARE - INTEREST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
BLDGS & GRDS (OTHER)	11,050	3,657	33%	7,393	2,258	1,400	
BUILDING INSPECTION	109,853	60,190	55%	49,663	47,645	12,545	
FIRE (LESS DONATIONS)	334,890	76,102	23%	258,788	85,515	(9,413)	
FIRE DONATIONS	100,000	- 0 -	0%	100,000	- 0 -	- 0 -	
FIRE EQUIPMENT SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
TREE BOARD	12,550	510	4%	12,040	151	359	
PLANNING COMMISSION	27,666	16,183	58%	11,483	9,797	6,386	
ENGINEER	153,887	97,048	63%	- 0 -	89,902	7,146	
DOWDING POOL (LESS DONATIONS)	257,488	59,557	23%	197,931	74,535	(14,978)	
POOL DONATIONS	1,000	- 0 -	0%	1,000	- 0 -	- 0 -	
CONCESSION STAND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SWIMMING LESSONS	13,858	- 0 -	0%	13,858	- 0 -	- 0 -	
RECREATION	320,321	199,603	62%	120,718	149,680	49,923	
SPORTS COMPLEX LIGHTS	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SENIOR CENTER	177,650	105,020	59%	72,630	84,099	20,921	
SENIOR SHUTTLE	3,239	3,232	100%	7	2,015	1,218	
RECYCLING	113,141	16,928	15%	96,213	24,283	(7,355)	
ECONOMIC DEVELOPMENT	278,595	50,012	18%	228,583	120,007	(69,995)	
TAX INCREMENT FINANCING	415,999	134,201	32%	281,798	94,254	39,947	
TOTAL GOVERNMENTAL FUNDS	13,145,179	7,123,389	54%	5,964,951	6,849,486	273,903	
(UNAUDITED)							

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 5/31/2022

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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	803770SC1	AFS SARPY CO SD #37-B-REF NE 31 06/15/31 06/15/22 @ 100.00		3.00	AA-	250,000.00 100.00%	250,000.00	250,000.00	250,255.00
COMM: COMMERCE BANK	25933EDH8	AFS DOUGLAS CO SID #473 NE 37 11/15/37		4.40		250,000.00 100.00%	250,000.00	250,000.00	251,710.00
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	249,477.50
COMM: COMMERCE BANK	164543BF6	AFS CHERRY CO NE 40 12/15/40		3.00	Aa3	200,000.00 100.00%	200,000.00	204,380.85	201,780.00
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	300,480.00
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	194,446.00
COMM: COMMERCE BANK	25933AFG6	AFS DOUGLAS SID #492-REF NE 28 08/15/28		3.20		175,000.00 100.00%	175,000.00	175,000.00	169,548.75
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	153,098.15
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	142,599.00
COMM: COMMERCE BANK	0792124W3	AFS BELLEVUE-REF NE 30 12/15/30		3.10		250,000.00 100.00%	250,000.00	250,000.00	250,140.00
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	300,084.00
COMM: COMMERCE BANK	661615UB8	AFS N PLATTE-REF NE 32 12/15/32		3.00	A	200,000.00 100.00%	200,000.00	200,636.85	195,866.00
COMM: COMMERCE BANK	698864HR9	AFS PAPILLION MUNI FACS NE 33 12/15/33		3.00	Aa1	175,000.00 100.00%	175,000.00	176,830.91	170,541.00

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

5/26/2022 9:12 AM - BLA / JNBT

BBA - Baker Bond Accounting®

The Baker Group Software Solutions, Inc.

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 5/31/2022

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Receipt# Safekeeping Location	CUSIP Location	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	818468BN9	AFS SEWARD-REF NE 33 12/15/33		2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	339,164.00
COMM: COMMERCE BANK	943776KA1	AFS WAVERLY NE 34 06/01/34		2.95		335,000.00 100.00%	335,000.00	335,000.00	298,816.65
COMM: COMMERCE BANK	840372SX5	AFS SOUTH SIOUX CITY-REF NE 36 08/01/36		2.20		200,000.00 100.00%	200,000.00	200,000.00	151,290.00
COMM: COMMERCE BANK	25929PDW6	AFS DOUGLAS SID #491-REF NE 36 09/15/36		2.60		200,000.00 100.00%	200,000.00	200,000.00	149,724.00
COMM: COMMERCE BANK	80378EDN2	AFS SARPY SID #263-REF NE 36 09/15/36		3.80		260,000.00 100.00%	260,000.00	260,000.00	259,656.80
COMM: COMMERCE BANK	98676TCF8	AFS YORK NE-B-REF NE 36 10/01/36		1.85		200,000.00 100.00%	200,000.00	198,754.83	144,516.00
COMM: COMMERCE BANK	23087RHC5	AFS CUMING CO-B-REF NE 36 12/15/36		2.00		250,000.00 100.00%	250,000.00	250,000.00	184,962.50
COMM: COMMERCE BANK	68905WFK3	AFS OTOE CO NE SD #501-B NE 36 12/15/36		1.70	Aa3	200,000.00 100.00%	200,000.00	200,000.00	145,188.00
COMM: COMMERCE BANK	803787DT4	AFS SARPY CO SD#46 NE 36 12/15/36		2.00	AA-	200,000.00 100.00%	200,000.00	202,714.23	157,988.00
COMM: COMMERCE BANK	80377XCV4	AFS SARPY CO SID #190-REF NE 37 10/15/37		4.00		205,000.00 100.00%	205,000.00	205,000.00	205,858.95
COMM: COMMERCE BANK	25929RCY9	AFS DOUGLAS CO SID #485 NE 38 05/15/38		2.65		200,000.00 100.00%	200,000.00	200,000.00	152,078.00
COMM: COMMERCE BANK	25933VBY5	AFS DOUGLAS CO SANTN 559 NE 38 06/15/38		4.10		165,000.00 100.00%	165,000.00	165,000.00	156,314.40
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	250,440.00

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The Baker Group Software Solutions, Inc.

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 5/31/2022

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	80387LAP3	AFS SARPY CO SAN & IMP DT NE 38 08/15/38		2.75		290,000.00 100.00%	290,000.00	290,000.00	217,407.20
COMM: COMMERCE BANK	25936FBM3	AFS DOUGLAS CO IMP DT#513 NE 3E 10/15/38		2.70		100,000.00 100.00%	100,000.00	100,000.00	77,681.00
COMM: COMMERCE BANK	25939HBX2	AFS DOUGLAS CO SAN&IMP DT NE 3 11/15/38		2.90		150,000.00 100.00%	150,000.00	150,000.00	114,573.00
COMM: COMMERCE BANK	72778PCU5	AFS PLATTE CO SD #5 NE 38 12/15/38		2.00	AA-	200,000.00 100.00%	200,000.00	200,594.35	151,984.00
COMM: COMMERCE BANK	25934MCK3	AFS DOUGLAS SID #531-REF NE 39 01/15/39		4.35		200,000.00 100.00%	200,000.00	200,000.00	200,136.00
COMM: COMMERCE BANK	25936ECH6	AFS DOUGLAS CO SID #561 NE 39 01/15/39		4.35		180,000.00 100.00%	180,000.00	180,000.00	179,917.20
COMM: COMMERCE BANK	25930BEE3	AFS DOUGLAS CO SID #504 NE 39 08/15/39		3.40		215,000.00 100.00%	215,000.00	215,000.00	191,997.15
COMM: COMMERCE BANK	25931EGP9	AFS DOUGLAS CO SAN #503 NE 39 08/15/39		2.65		225,000.00 100.00%	225,000.00	225,000.00	166,052.25
COMM: COMMERCE BANK	80373XBC1	AFS SARPY CO SAN & IMP NT NE 39 08/15/39		2.60		200,000.00 100.00%	200,000.00	200,000.00	147,088.00
COMM: COMMERCE BANK	80373YDV5	AFS SARPY CO SID#158-REF NE 39 08/15/39		2.95		190,000.00 100.00%	190,000.00	190,000.00	145,226.50
COMM: COMMERCE BANK	80377BK7	AFS SARPY CO SID #264-REF NE 39 10/15/39		2.55		150,000.00 100.00%	150,000.00	150,000.00	108,703.50
COMM: COMMERCE BANK	25931BE11	AFS DOUGLAS SID #507-REF NE 40 05/01/40		3.15		185,000.00 100.00%	185,000.00	185,000.00	143,069.75
COMM: COMMERCE BANK	25933VDM9	AFS DOUGLAS CO SD #559 NE 40 05/15/40		3.40		175,000.00 100.00%	175,000.00	175,000.00	158,679.50

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
COMM: COMMERCE BANK	25938TBK5	AFS	DOUGLAS CO SAN & IMPT NE 4C 06/01/40		2.85		130,000.00 100.00%	130,000.00	130,000.00	97,029.40
COMM: COMMERCE BANK	25930LDG7	AFS	DOUGLAS CO NE SID#530 NE 4C 09/15/40		3.00		150,000.00 100.00%	150,000.00	150,000.00	121,968.00
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	153,495.30
COMM: COMMERCE BANK	617775EV9	AFS	MORRILL CO NE 41 06/15/41		2.25		240,000.00 100.00%	240,000.00	240,000.00	171,888.00
COMM: COMMERCE BANK	25939LDA1	AFS	DOUGLAS CO SID #567 NE 41 07/15/41		2.75		200,000.00 100.00%	200,000.00	200,000.00	144,028.00
COMM: COMMERCE BANK	25930LDN2	AFS	DOUGLAS CO SAN #530 NE 41 08/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	144,316.00
COMM: COMMERCE BANK	80379QBT3	AFS	SARPY CO NE SAN-REF NE 41 08/15/41		2.75		255,000.00 100.00%	255,000.00	255,000.00	186,466.20
COMM: COMMERCE BANK	80387LAS7	AFS	SARPY CO SAN & IMP DT NE 41 08/15/41		2.90		200,000.00 100.00%	200,000.00	200,000.00	146,466.00
COMM: COMMERCE BANK	25938MDE2	AFS	DOUGLAS CO SAN & IMPT NE 41 09/01/41		2.80		200,000.00 100.00%	200,000.00	200,000.00	142,346.00
COMM: COMMERCE BANK	25933EFW3	AFS	DOUGLAS CO NE SAN-B NE 41 09/15/41		2.85		235,000.00 100.00%	235,000.00	235,000.00	168,370.45
COMM: COMMERCE BANK	25931XDM7	AFS	DOUGLAS CO SID #557 NE 41 11/15/41		2.80		165,000.00 100.00%	165,000.00	165,000.00	121,034.10
COMM: COMMERCE BANK	25940MAR2	AFS	DOUGLAS CNTY NE SAN & NE 4 11/15/41		2.75		125,000.00 100.00%	125,000.00	125,000.00	93,776.25
COMM: COMMERCE BANK	119483EL5	AFS	BUFFALO CO SD #0009 NE 41 12/15/41		2.00	A1	200,000.00 100.00%	200,000.00	193,688.55	136,926.00

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 5/31/2022

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	25932XDN4	AFS	DOUGLAS CO NE SID-REF NE 41 12/15/41		2.75		250,000.00 100.00%	250,000.00	250,000.00	184,360.00	
COMM: COMMERCE BANK	25940KAS4	AFS	SID DOUGLAS #596-REF NE 41 12/15/41		2.75		275,000.00 100.00%	275,000.00	275,000.00	202,133.25	
COMM: COMMERCE BANK	3136AQUZ1	AFS	FNR 2015-92 PA 12/25/41		2.50		1,590,000.00 100.00%	1,590,000.00	484,514.53	469,655.24	
COMM: COMMERCE BANK	808290FV7	AFS	SCHUYLER NE 42 03/15/42		2.75		250,000.00 100.00%	250,000.00	250,000.00	199,760.00	
56 Securities Pledged To: 1010 - CITY TREASURER								13,235,000.00	12,129,514.53	12,132,921.00	10,312,555.94

CASH IN BANK \$10,227,976.13

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

Pledged Securities Detail

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May 31, 2022

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		
										Par Value	Carrying Value	Market Value
CMO	3137AWU78 FHR 4145 AC	1.250			185157011-1		12/15/2027	1,500,000.00	1,500,000.00	84,622.40	81,187.87	81,187.87
D02/02							AFS	84,622.40	100.00%	84,212.42	88.15	81,276.02
CMO	3137B0NV2 FHR 4176 EC	1.500			185157163-1		9/15/2025	2,000,000.00	2,000,000.00	91,909.56	90,304.61	90,304.61
D02/02							AFS	91,909.56	100.00%	91,631.43	114.89	90,419.50
GNMA	36176WZB6 GNMA POOL 778670	4.000			185168920-1		12/15/2026	560,000.00	560,000.00	39,745.61	41,044.29	41,044.29
D02/02							AFS	39,745.61	100.00%	40,849.83	132.49	41,176.78
GNMA	36202ERL5 GNMA2 POOL 4091	5.000			185171012-1		3/20/2023	500,000.00	500,000.00	3,700.01	3,744.00	3,744.00
D02/02							AFS	3,700.01	100.00%	3,722.63	15.42	3,759.42
GNMA	3620A9QG9 GNMA POOL 723255	3.500			185171527-1		9/15/2024	750,000.00	750,000.00	20,595.86	20,439.60	20,439.60
D02/02							AFS	20,595.86	100.00%	20,938.83	60.07	20,499.67
GNMA	3620ARB59 GNMA POOL 737260	3.500			185171588-1		5/15/2025	1,000,000.00	1,000,000.00	40,747.57	40,871.81	40,871.81
D02/02							AFS	40,747.57	100.00%	41,269.06	118.85	40,990.66
MBS	3128MDW74 FHLMC POOL G14970	3.500			177039340-1		12/1/2028	1,450,000.00	1,450,000.00	249,557.44	251,268.68	251,268.68
D02/02							AFS	249,557.44	100.00%	262,323.54	727.88	251,996.56
MBS	3128MEHL8 FHLMC POOL G15435	5.000			185145155-1		11/1/2024	557,000.00	557,000.00	103.90	105.58	105.58
D02/02							AFS	103.90	100.00%	105.51	0.43	105.01
MBS	3128MMLQ4 FHLMC POOL G18334	4.500			185145399-1		12/1/2024	1,015,000.00	1,015,000.00	13,540.66	13,964.20	13,964.20
D02/02							AFS	13,540.66	100.00%	13,718.46	50.78	14,014.98
MBS	3128PNBR8 FHLMC POOL J09948	4.000			185147186-1		7/1/2024	1,300,000.00	1,300,000.00	14,957.75	15,423.72	15,423.72
D02/02							AFS	14,957.75	100.00%	15,201.53	49.86	15,473.58

PLEDGED TO: CITY OF SEWARD (02)

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

**Pledged Securities Detail
May 31, 2022**

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value	Market Value
									Book Value	Collateral Value		
MBS	3128PQ4E8 FGLM FHLMC POOL J11721		4.500	185147195-1		2/1/2025	1,200,000.00	1,200,000.00	18,778.76	19,237.77	19,237.77	19,237.77
D02/02						AFS	18,778.76	100.00%	19,207.77	70.42	19,308.19	19,308.19
MBS	3128QOGL5 FGLM FHLMC POOL J19203		4.000	185147609-1		5/1/2027	425,000.00	425,000.00	30,405.84	31,380.65	31,380.65	31,380.65
D02/02						AFS	30,405.84	100.00%	31,466.32	101.35	31,482.00	31,482.00
MBS	31335HUG6 FGLM FHLMC POOL C90563		6.000	185150272-1		10/1/2022	700,000.00	700,000.00	134.98	131.98	131.98	131.98
D02/02						AFS	134.98	100.00%	135.03	0.67	132.65	132.65
MBS	31335HYR8 FGLM FHLMC POOL C90720		5.500	185150298-1		10/1/2023	3,250,000.00	3,250,000.00	11,030.44	10,948.90	10,948.90	10,948.90
D02/02						AFS	11,030.44	100.00%	11,185.59	50.56	10,999.46	10,999.46
MBS	31371LQY8 FNMA FNMA POOL 255271		5.000	185155978-1		6/1/2024	500,000.00	500,000.00	2,859.53	2,962.09	2,962.09	2,962.09
D02/02						AFS	2,859.53	100.00%	2,853.09	11.91	2,974.00	2,974.00
MBS	31371NJ09 FNMA FNMA POOL 256871		6.500	185156082-1		8/1/2022	1,100,000.00	1,100,000.00	225.09	220.77	220.77	220.77
D02/02						AFS	225.09	100.00%	225.58	1.22	221.99	221.99
MBS	31375HAP9 FNMA ARM POOL 334914		2.296	185156211-1		2/1/2026	1,000,000.00	1,000,000.00	602.57	598.53	598.53	598.53
D02/02						AFS	602.57	100.00%	604.06	1.15	599.68	599.68
MBS	3138AMK38 FNMA FNMA POOL A17513		4.500	185159473-1		7/1/2026	500,000.00	500,000.00	38,285.94	39,210.23	39,210.23	39,210.23
D02/02						AFS	38,285.94	100.00%	39,310.30	143.57	39,353.80	39,353.80
MBS	3138EJLQ9 FNMA FNMA POOL AL2134		4.000	185159924-1		7/1/2027	443,000.00	443,000.00	37,041.58	37,572.20	37,572.20	37,572.20
D02/02						AFS	37,041.58	100.00%	38,181.67	123.47	37,695.67	37,695.67
MBS	3138EKR19 FNMA FNMA POOL AL3191		3.500	185160071-1		2/1/2028	500,000.00	500,000.00	47,639.09	47,881.21	47,881.21	47,881.21
D02/02						AFS	47,639.09	100.00%	49,078.92	138.95	48,020.16	48,020.16
MBS	3138EKV14 FNMA FNMA POOL AL3327		2.500	185160087-1		4/1/2023	525,000.00	525,000.00	6,438.92	6,216.47	6,216.47	6,216.47
D02/02						AFS	6,438.92	100.00%	6,450.96	13.41	6,229.88	6,229.88

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

**Pledged Securities Detail
May 31, 2022**

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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		
										Par Value	Carrying Value	Market Value
MBS FNMA D02/02	3138EKK75 FNMA POOL AL3401	5.500			177039339-1		2/1/2034 3/1/2013	2,000,000.00	2,000,000.00	333,796.04	351,374.25	351,374.25
MBS FNMA D02/02	3138EKKJ9 FNMA POOL AL3380	5.500			177039338-1		1/1/2034 3/1/2013	333,796.04	100.00%	374,295.90	1,529.90	352,904.15
MBS FNMA D02/02	3138ELYF4 FNMA POOL AL4309	4.000			185160221-1		10/1/2028 10/1/2013	2,000,000.00	2,000,000.00	277,332.76	291,884.86	291,884.86
MBS FNMA D02/02	3138EMCY5 FNMA POOL AL4586	4.000			185160242-1		2/1/2027 12/1/2013	1,000,000.00	100.00%	309,460.88	1,271.11	293,155.97
MBS FNMA D02/02	3138EMPD7 FNMA POOL AL4919	3.500			184006560-1		3/1/2029 2/1/2014	575,000.00	575,000.00	39,576.96	40,145.05	40,145.05
MBS FNMA D02/02	3138EQ5H1 FNMA POOL AL8047	3.500			176002956-1		11/1/2030 1/1/2016	39,576.96	100.00%	40,846.34	131.92	40,276.97
MBS FNMA D02/02	3138WDU82 FNMA POOL AS4206	3.000			178000698-1		1/1/2030 12/1/2014	2,000,000.00	631,641.94	111,028.07	111,368.87	111,368.87
MBS FNMA D02/02	3140J5EA3 FNMA POOL BM1028	2.500			177039342-1		11/1/2030 12/1/2014	351,553.82	31.58%	116,679.00	323.83	111,692.70
MBS FNMA D02/02	3140J5EA3 FNMA POOL BM1028	2.500			177039342-1		1/1/2016 12/1/2014	1,050,000.00	1,050,000.00	309,145.55	311,850.22	311,850.22
MBS FNMA D02/02	3140J5EA3 FNMA POOL BM1028	2.500			177039342-1		1/1/2016 12/1/2014	309,145.55	100.00%	328,388.07	901.67	312,751.89
MBS FNMA D02/02	3140J5EA3 FNMA POOL BM1028	2.500			177039342-1		1/1/2030 12/1/2014	1,160,000.00	1,160,000.00	186,202.49	184,233.62	184,233.62
MBS FNMA D02/02	3140J5EA3 FNMA POOL BM1028	2.500			177039342-1		1/1/2030 12/1/2014	186,202.49	100.00%	194,713.35	465.51	184,699.13
MBS FNMA D02/02	3140J5EA3 FNMA POOL BM1028	2.500			177039342-1		12/1/2029 3/1/2017	1,750,000.00	1,750,000.00	393,754.55	380,794.99	380,794.99
MBS FNMA D02/02	3140J5EA3 FNMA POOL BM1028	2.500			177039342-1		12/1/2029 3/1/2017	393,754.55	100.00%	403,957.18	820.32	381,615.31
MBS FNMA D02/02	3140J5EA3 FNMA POOL BM1028	2.500			177039342-1		12/1/2029 3/1/2017	300,000.00	300,000.00	67,500.78	65,279.14	65,279.14
MBS FNMA D02/02	3140J5EA3 FNMA POOL BM1028	2.500			177039342-1		12/1/2029 3/1/2017	67,500.78	100.00%	67,737.67	140.63	65,419.77
MBS FNMA D02/02	3140J5EA3 FNMA POOL CA8387	2.500			177034617-1		12/1/2035 12/1/2020	500,000.00	500,000.00	406,580.35	392,324.23	392,324.23
MBS FNMA D02/02	3140X9CH6 FNMA POOL FM5471	2.500			199000173-1		12/1/2035 12/1/2020	406,580.35	100.00%	428,086.93	847.04	393,171.27
MBS FNMA D02/02	3140X9CH6 FNMA POOL FM5471	2.500			199000173-1		12/1/2035 12/1/2020	465,000.00	465,000.00	376,131.04	362,930.78	362,930.78
MBS FNMA D02/02	3140X9CH6 FNMA POOL FM5471	2.500			199000173-1		12/1/2035 12/1/2020	376,131.04	100.00%	395,294.16	783.61	363,714.39

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

**Pledged Securities Detail
May 31, 2022**

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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 Intert	Total Face Total Par	Pledged Face % of Total	Pledge Values		Market Value
										Book Value	Carrying Value	
MBS FNMA D02/02	3140X9LK9 FNMA POOL FM5729	3,000			177020855-1		1/1/2041	500,000.00	500,000.00	314,585.77	301,256.44	301,256.44
MBS FNMA D02/02	31412P2K6 FNMA POOL 931478	4,500			185164602-1		7/1/2024	314,585.77	100.00%	333,967.14	786.46	302,042.90
MBS FNMA D02/02	31417SAL4 FNMA POOL AC5410	4,500			185165282-1		6/1/2009	2,900,000.00	2,900,000.00	29,607.46	30,530.49	30,530.49
MBS FNMA D02/02	31418AAC2 FNMA POOL MA0902	3,000			185165786-1		10/1/2024	29,607.46	100.00%	30,112.13	111.03	30,641.52
MBS FNMA D02/02	31418AKN7 FNMA POOL MA1200	3,000			177011537-1		10/1/2009	2,040,000.00	2,040,000.00	38,373.18	39,555.30	39,555.30
MBS FNMA D02/02	31418AQY7 FNMA POOL MA1370	3,000			185166318-1		11/1/2026	38,373.18	100.00%	39,134.54	143.90	39,699.20
MBS FNMA D02/02	31418AVK1 FNMA POOL MA1517	3,000			177039341-1		10/1/2011	1,000,000.00	1,000,000.00	40,429.37	39,494.35	39,494.35
MBS FNMA D02/02	31418AYS1 FNMA POOL MA1620	2,500			185166625-1		10/1/2032	40,429.37	100.00%	40,811.89	101.07	39,595.42
MBS FNMA D02/02	31418BSR3 FNMA POOL MA2655	3,000			177039341-1		9/1/2012	800,000.00	800,000.00	139,338.03	134,677.96	134,677.96
MBS FNMA D02/02	31418D777 FNMA POOL MA4173	2,500			177020853-1		6/1/2013	139,338.03	100.00%	146,776.86	348.35	135,026.31
MBS FNMA D02/02	31418DZ96 FNMA POOL MA4367	2,500			185166625-1		3/1/2023	500,000.00	500,000.00	6,419.63	6,198.31	6,198.31
MBS FNMA D02/02		3,000			177039341-1		2/1/2013	6,419.63	100.00%	6,432.20	13.37	6,211.68
MBS FNMA D02/02		2,500			185166625-1		7/1/2028	1,000,000.00	1,000,000.00	173,096.24	170,601.57	170,601.57
MBS FNMA D02/02		4,000			177020853-1		6/1/2013	173,096.24	100.00%	177,889.83	432.74	171,034.31
MBS FNMA D02/02		2,000			177023307-1		10/1/2023	587,000.00	587,000.00	17,250.48	16,655.22	16,655.22
MBS FNMA D02/02		4,000			177020853-1		9/1/2013	17,250.48	100.00%	17,307.16	35.94	16,691.16
MBS FNMA D02/02		2,000			177023307-1		6/1/2036	410,000.00	410,000.00	105,613.05	106,240.16	106,240.16
MBS FNMA D02/02		2,000			177023307-1		5/1/2016	105,613.05	100.00%	113,281.01	352.04	106,592.20
MBS FNMA D02/02		1,500			184010674-1		11/1/2030	771,122.00	771,122.00	503,810.13	484,656.35	484,656.35
MBS FNMA D02/02		1,500			184010674-1		10/1/2020	503,810.13	100.00%	520,812.41	839.68	485,496.03
MBS FNMA D02/02		1,500			184010674-1		6/1/2031	500,000.00	500,000.00	419,918.56	388,888.71	388,888.71
MBS FNMA D02/02		1,500			184010674-1		5/1/2021	419,918.56	100.00%	428,391.32	524.90	389,413.61

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

Pledged Securities Detail

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May 31, 2022

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 Inflnt	Total Face Total Par	Pledged Face % of Total	Pledge Values		Market Value Collateral Value
										Book Value	Carrying Value Interest Rec	
MUNI GO D02/02	25887CAZ1 DOUGLAS CNTY NEB S&I #540		2.250	NE	177039343-1	Cont 1/1/2027 100.000	1/1/2034 1/5/2022 AFS	120,000.00 120,000.00	120,000.00 100.00%	120,000.00 1,095.00	99,350.40 100,445.40	
MUNI GO D02/02	259290EB6 DOUGLAS CNTY NE SAN & IMPT DIS		3.100	NE	185142828-1	Cont 6/1/2022 100.000	8/15/2030 6/15/2016 AFS	150,000.00 150,000.00	150,000.00 100.00%	140,424.00 1,369.17	140,424.00 141,793.17	
MUNI GO D02/02	259292CS7 DOUGLAS CNTY SAN IMPT DIST 427		2.700	NE	185142831-1	Cont 11/15/2022 100.000	11/15/2026 11/15/2017 AFS	280,000.00 280,000.00	280,000.00 100.00%	270,832.80 336.00	270,832.80 271,168.80	
MUNI GO D02/02	259305DT4 DOUGLAS CNTY NEB S&I #499		2.500	NE	178003667-1	Cont 3/1/2027 100.000	3/1/2036 3/1/2022 AFS	150,000.00 150,000.00	150,000.00 100.00%	126,496.50 937.50	126,496.50 127,434.00	
MUNI GO D02/02	25930TBJ6 DOUGLAS CNTY NEB SANI & #421		2.900	NE	184003054-1	Cont 5/15/2025 100.000	11/15/2036 5/19/2020 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,070.50 64.44	50,070.50 50,134.94	
MUNI GO D02/02	25931BEG7 DOUGLAS CNTY NEB SAN & IMPT DI		2.750	NE	184010678-1	Cont 5/1/2026 100.000	5/1/2035 5/3/2021 AFS	175,000.00 175,000.00	175,000.00 100.00%	140,911.75 401.04	140,911.75 141,312.79	
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Cont 6/1/2022 100.000	11/15/2028 11/15/2016 AFS	170,000.00 170,000.00	170,000.00 100.00%	160,153.60 204.00	160,153.60 160,357.60	
MUNI GO D02/02	25931VBN1 DOUGLAS CNTY NE SAN & IMPT		3.500	NE	185142866-1	Cont 7/15/2022 100.000	8/15/2032 7/27/2017 AFS	50,000.00 50,000.00	50,000.00 100.00%	46,851.50 515.28	46,851.50 47,366.78	
MUNI GO D02/02	25931VGF7 DOUGLAS CNTY NEB SAN #471		2.350	NE	177020849-1	Cont 2/15/2026 100.000	8/15/2035 2/19/2021 AFS	100,000.00 100,000.00	100,000.00 100.00%	85,318.00 691.94	85,318.00 86,009.94	
MUNI GO D02/02	25933BEB6 DOUGLAS CNTY NEB SAN & IMPT DI		3.000	NE	184003099-1	Cont 5/15/2025 100.000	11/15/2035 5/19/2020 AFS	150,000.00 150,000.00	150,000.00 100.00%	144,978.00 200.00	144,978.00 145,178.00	
MUNI GO D02/02	25936RBY1 DOUGLAS CNTY NEB S&I #537		2.400	NE	177039345-1	Cont 1/15/2027 100.000	1/15/2039 1/21/2022 AFS	150,000.00 150,000.00	150,000.00 100.00%	111,990.00 1,300.00	111,990.00 113,290.00	

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

Pledged Securities Detail

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May 31, 2022

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/Pl	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Inferit	Total Face Total Par	Pledged Face % of Total	Pledge Values		Market Value
										Par Value	Book Value	
MUNI REV D02/02	373807CE4 GERING NEB COMBINED UTILS REV	1.850		NE	184010461-1	Cont 4/29/2026	12/15/2035 4/29/2021	100,000.00	100,000.00	100,000.00	82,100.00	82,100.00
MUNI GO D02/02	406036HN6 HALL CNTY NE SCD #2 GRAND IS	2.400		NE	185176896-1	Contin 6/1/2022	12/15/2024 2/9/2015	100,000.00	100,000.00	100,000.00	853.06	82,953.06
MUNI GMCP D02/02	497593DJ9 KIRKWOOD CMNTY COLLEGE IOWA CT	4.000		IA	177032959-1	Cont 6/1/2029	6/1/2034 3/23/2020	365,000.00	365,000.00	365,000.00	378,753.20	378,753.20
MUNI GO D02/02	505318QS7 LA VISTA NE	2.650		NE	185179244-1	Contin 6/1/2022	11/15/2024 12/31/2014	365,000.00	100,000.00	430,734.85	7,300.00	386,053.20
MUNI REV D02/02	57973FDD8 MCCOOK NE PUBLIC PWR DIST	3.150		NE	185181069-1	Contin 8/9/2022	12/15/2030 8/9/2017	115,000.00	115,000.00	115,000.00	114,865.45	114,865.45
MUNI GO D02/02	652810G22 NEWTON IOWA	3.000		IA	182011996-1	Cont 6/1/2029	6/1/2033 4/20/2022	100,000.00	100,000.00	100,000.00	96,861.00	96,861.00
MUNI REV D02/02	71366VKE9 PERENNIAL PUB PWR DIST NEB ELE	1.800		NE	177020856-1	Cont 2/17/2026	12/15/2036 2/17/2021	185,000.00	185,000.00	185,000.00	182,341.55	182,341.55
MUNI GO D02/02	80376DCN7 SARPY CNTY NE SAN & IMPT DIST	3.250		NE	185187210-1	Contin 6/1/2022	10/15/2023 10/15/2012	210,000.00	210,000.00	210,000.00	174,690.60	174,690.60
MUNI GO D02/02	80376JBK6 SARPY CNTY NE SAN & IMPT DIST	2.700		NE	185187214-1	Prerefn 7/15/2022	8/15/2026 7/15/2017	200,000.00	200,000.00	200,000.00	830.56	200,970.56
MUNI GO D02/02	80377BK18 SARPY CNTY NEB S&I DIST #264	2.350		NE	184010680-1	Cont 5/3/2026	8/15/2034 5/3/2021	50,000.00	50,000.00	50,000.00	50,090.00	50,090.00
MUNI GO D02/02	80377TBE2 SARPY CNTY NE SAN & IMPT DIST	2.800		NE	185187220-1	Contin 6/1/2022	11/15/2028 11/15/2016	180,000.00	180,000.00	180,000.00	150,476.40	151,721.90
MUNI GO D02/02						Contin 6/1/2022		85,000.00	85,000.00	85,000.00	80,547.70	80,547.70
MUNI GO D02/02						Contin 6/1/2022		85,000.00	100,000.00	85,000.00	105.78	80,653.48

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

Pledged Securities Detail

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May 31, 2022

Report Sequence: sgrp, CUSIP, Ticket

SGRP STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value	Book Value		
MUNI GO D02/02	80377TBF9 SARPY CNTY NE SAN & IMPT DIST		2.900	NE	185187221-1	Contin 6/1/2022	11/15/2029 11/15/2016 AFS	85,000.00	85,000.00	85,000.00		80,691.35	80,691.35
MUNI GO D02/02	80378TEW8 SARPY CNTY NE SAN & IMPT DIST		3.850	NE	185187230-1	Contin 4/15/2023	10/15/2033 4/15/2018 AFS	85,000.00	100.00%	85,000.00		109.56	80,800.91
MUNI GO D02/02	80379AEF5 SARPY CNTY NEB SAN & IMPT #243		2.700	NE	177011631-1	Cont 8/15/2025	8/15/2038 8/19/2020 AFS	85,000.00	85,000.00	85,000.00		81,307.60	81,307.60
MUNI GO D02/02	80379KEN6 SARPY CNTY NEB SAN & IMPT #272		2.300	NE	177018881-1	Cont 12/15/2025	12/15/2034 1/11/2021 AFS	290,000.00	290,000.00	290,000.00		230,315.10	230,315.10
MUNI GO D02/02	818473FD7 SEWARD CNTY NE CENTENNIAL PUB A+		3.000	NE	185187536-1	Prerefnd 7/27/2022	12/15/2031 7/27/2017 AFS	50,000.00	50,000.00	50,000.00		40,290.50	40,290.50
MUNI GO D02/02	81847ELJ3 SEWARD NE		2.150	NE	185187544-1	Contin 6/1/2022	12/15/2022 3/27/2012 AFS	100,000.00	100,000.00	100,000.00		99,908.00	99,908.00
MUNI GO D02/02	81847ELK0 SEWARD NE		2.350	NE	185187545-1	Contin 6/1/2022	12/15/2023 5/18/2012 AFS	95,000.00	95,000.00	95,000.00		94,925.90	94,925.90
MUNI REV D02/02	818480BF1 SEWARD NEB ARPT AUTH		3.550	NE	185187553-1	Contin 6/1/2022	1/15/2024 9/1/2011 AFS	70,000.00	70,000.00	70,000.00		70,070.00	70,070.00
MUNI REV D02/02	818483EQ8 SEWARD NE ELEC REV		2.350	NE	185187554-1	Contin 6/1/2022	2/15/2023 3/27/2012 AFS	70,000.00	100.00%	70,000.00		938.78	71,008.78
MUNI REV D02/02	818483FG9 SEWARD NE ELEC REV		2.450	NE	185187557-1	Contin 6/1/2022	2/15/2028 6/15/2016 AFS	110,000.00	110,000.00	110,000.00		109,850.40	109,850.40
MUNI GO D02/02	886094CD1 THURSTON CNTY NEB		2.500	NE	184003102-1	Cont 5/28/2025	12/15/2035 5/28/2020 AFS	150,000.00	150,000.00	150,000.00		143,548.50	143,548.50
MUNI GO D02/02						100,000		150,000.00	100.00%	150,000.00		1,082.08	144,630.58
								200,000.00	200,000.00	200,000.00		166,804.00	166,804.00
								200,000.00	100.00%	197,322.87		2,305.56	169,109.56

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

Pledged Securities Detail

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May 31, 2022

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		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value Book Value	Par Value Book Value		
TAX	61778RB8 MORRILL CNTY NEB SCH DIST #63	1.937	NE	177020846-1	Cont	12/1/2025	12/1/2031	210,000.00	210,000.00	210,000.00	171,185.70	171,185.70	
D02/02	AA		A3		100.000		AFS	210,000.00	100.00%	210,000.00	2,033.85	173,219.55	
TAX	68189TBA3 TAXREV OMAHA NEB SPL OBLIG	6.400	NE	185184294-1			2/1/2026	45,000.00	35,000.00	35,000.00	36,222.20	36,222.20	
D02/02	AA+		Aa3				3/25/2008	45,000.00	77.78%	35,000.00	746.67	36,968.87	
TD	02589AC42 AMERICAN EXPR NATL BK CD	2.650		182012070-1			4/6/2027	245,000.00	245,000.00	245,000.00	245,000.00	245,000.00	
CD							4/6/2022	245,000.00	100.00%	245,000.00	1,009.94	246,009.94	
D02/02							AFS	245,000.00		245,000.00			
TRSY	91282CDQ1 U.S. TREASURY NOTE	1.250		177038199-1			12/31/2026	250,000.00	250,000.00	250,000.00	232,421.88	232,421.88	
NOTE							12/31/2021	250,000.00	100.00%	249,676.44	1,312.15	233,734.03	
D02/02	AA+		Aaa				AFS	250,000.00		250,000.00			
CITY OF SEWARD													
								48,674,768.94		10,599,647.92	10,100,844.41	10,100,844.41	
										10,911,008.70	55,176.30	10,166,021.71	

CASH IN BANK \$11,177,206.57

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Cattle

— BANK & TRUST —

May 27, 2022

D.A. Davidson & Co.
5701 S 34th Street, Suite 202
Lincoln, NE 68516

Attn: Safekeeping Dept.

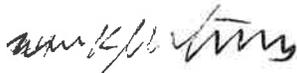
This letter authorizes your firm to place the security(ies) listed below into the controlled access account, #19833841. This account is held with you for the purpose of covering the deposits for the City of Seward (02) which is held with our institution. The security(ies) listed below are currently in the Main Account (19833737). The security(ies) description is as follows:

PLEDGE ADDITIONS 05/27/2022 TO CITY OF SEWARD

CUSIP	Security	Amount	Market Value	Coupon	Maturity Date
3138ET4J2	FNMA POOL AL8924	\$1,000,000.00	\$239,744.29	3.00%	12/1/2030
31418AVE5	FNMA MA1512	\$1,000,000.00	\$198,154.18	3.50%	7/1/2033
3128P8BM2	FHLMC C91844	\$1,000,000.00	\$197,053.03	3.50%	9/1/2035

Should you have any questions please contact me at (402) 643-3636.

Sincerely,



Mike Klintworth
Exec Vice President/CFO/Trust Officer
Cattle Bank & Trust



MAIN BANK
104 South 5th St.
Seward, NE 68434
402.643.3636
Fax: 402.643.3099

MOTOR BANK
405 North 5th St.
Seward, NE 68434
402.643.4545

WEST A
1550 S. Coddington Ave, Suite R
Lincoln, NE 68522
402.434.7400
Fax: 402.434.7405

VILLAGE GARDENS
5800 Hidcote Dr., Suite 106
Lincoln, NE 68516
402.479.7400
Fax: 402.479.7420

FALLBROOK
6550 Merchant Drive
Lincoln, NE 68521
402.420.7400
Fax: 402.328.2374



3. Claims & Payables Reports

CLAIMS LIST

6-21-22

COUNCIL MEETING

Abbreviations: BE, Benefits; BU, Building Upkeep; CI, Capital Improvements; DO, Donations; EQ, Equipment; EX, Expense; FA, Fixed Asset; GS, Gas; GU, Ground Upkeep; IT, Technology; IV, Inventory; MA, Maintenance; MC, Miscellaneous; MH, Merchandise; MI, Mileage; ML, Meals; MS, Memberships; OI, Oil; OP, Operations; PO, Postage; PU, Publications; RE, Repairs; RI, Reimbursement; SA, Salaries, SE, Services; SL, Sales; ST, Sales Tax; SU, Supplies; TG, Training; TO, Tools; TR, Transfer; UN, Uniforms; UT, Utilities.

Advanced Fire & Safety	BU	300.08
AKRS Equipment Inc	RE	429.07
Anderson Auto Group	RE	3,785.21
Aqua-Chem Inc	MA	2,826.14
Austin T J	SE	325.00
Badger Meter	SE	1,394.20
Beaver Hardware	SU	470.00
Bern'S Body Shop	RE	1,944.22
Bizco Technologies	IT	5,869.55
Black Hills Energy	UT	13,775.40
Blue Cross Blue Shield Ne	BE	61,923.27
Border States Industries	IV	11,870.85
Bridgestone Golf	MH	472.88
Burco Promotional Print	SU	1,180.00
Callaway Golf	MH	836.52
Capital Business-Cheyenne	MA	77.57
Carlson Mitchell	SE	190.00
Cash-Wa Distributing Co	ML	707.17
Cattle Bank	FA	27,109.83
Central Plains Library	SU	26.74
Cerny Dan	RI	7.00
City Seward Library Petty	PO	165.29
City Seward Merchant Serv	SE	3,494.14
City Seward Payroll Accou	SA	385,136.20
City Seward Perpetual Fd	SL	900.00
Consolidated Management	TG	262.42
Cuttin It Close Lawncare	SE	1,120.00
D C A C	MS	200.00
Danko Emergency Equipment	EQ	957.92
Davis Dean	SE	140.00
Diamond Vogel Paint Cente	SU	4,002.35
Doty & Sons Concrete	GU	2,806.00
Elkins Lisa	RI	40.00
Emergency Medical Product	EQ	235.18
Exchange Bank	FA	3,300.00
Farmers Coop Seward	GS	5,319.53
Fastenal Company	SU	484.59
Firstar Fiber Inc	SE	196.16
Fyr-Tek	EQ	71.55

G & P Development Landfil	SE	377.13
Galls LLC	UN	525.05
General Fire & Safety Equ	SU	56.50
Gerhold Concrete Co Inc	CI	12,799.15
Grady Brecken	SE	45.00
Great Plains Communicatio	SE	490.00
Grunke Mary	MC	150.00
Gunn Lucian	SE	80.00
Hach Company	SU	188.13
Halls Safety Equip Corp	TO	148.70
Hawkins Inc	MA	1,246.81
Helmink Printing/Grph Inc	SE	76.00
Hemphill Electric LLC	BU	570.65
Hobson Automotive & Tire	RE	76.00
Home Depot Pro	SU	104.43
Hronik Franklin	SE	150.00
Husker Electric Supply Co	IV	13,342.65
Hydraulic Equipment	RE	857.68
Jackson Services Inc	SU	81.64
Johnson Controls Inc	BU	505.00
Jones Automotive	RE	6,905.79
K & Z Distributing	SU	558.40
Last Mile Network Consult	SE	90.00
Legband Amber	MC	98.00
Lincoln Journal-Star	PU	104.97
Lincoln Tree Service Inc	SE	7,575.00
Matheson Tri-Gas Inc	OP	123.10
Mellen & Associates Inc	OP	370.00
Menards North	SU	130.26
Metering & Technology Sol	IV	11,483.19
Mid-American Benefits Inc	BE	842.43
Midwest Auto Parts	RE	167.94
Midwest Laboratories Inc	MA	1,140.65
Midwest Service & Sales	FA	24,950.35
Midwest Turf & Irrigation	GU	1,066.30
Milford City Of	MC	100.00
Municipal Supply Omaha	IV	9,019.85
Nebrascut Lawn Care	RE	524.10
Nebraska D A S Acct Ocio	MA	231.00
Nebraska Nursery & Landsc	MS	115.00
Nebraska Treasurer	OP	19.52
Norris Public Power Distr	UT	1,085.00
Novatech	FA	15,045.36
O'Kief John F	RI	7.00
One Call Concepts Inc	SE	141.08
One Source Background Che	SE	164.00
O'Reilly Automotive Inc	RE	287.13
Orscheln Farm & Home	SU	1,715.95
Pac 'N' Save Discount Foo	ML	2,972.67
Pace Analytical Services	OP	852.00

Paper Tiger Shredding	SE	30.00
Plunkett'S Pest Control	BU	61.99
Policky Brandon A	RI	7.00
Positive Promotions	SE	3,199.55
Principal Financial Group	BE	2,369.23
Quality Brands Of Lincoln	SU	2,361.74
Quill Corp	SU	447.88
Rathjen Shad	RI	7.00
Riverside Portables LLC	SE	325.00
Sam's Club (Lib-Rec-Pool)	SU	188.36
Sapp Brothers Petroleum I	GS	17,352.42
Seward County Chamber & D	RI	153.03
Seward County Ema	OP	6.00
Seward County Independent	PU	986.83
Seward County Treasurer	SE	15,949.25
Seward Lumber & Home Cent	SU	1,064.98
Seward Public Schools	MC	25.08
Seward Wind LLC	UT	39,502.44
Spickelmier & Son Inc	SE	400.00
Sports Express	SE	2,112.70
St P J Supply Inc	SU	180.93
State Distributing Co	SU	677.90
Sunken Kyle	SE	280.00
Ty'S Outdoor Power & Serv	RE	57.13
U S A Bluebook - Cust 812	MA	137.90
Vancura Brad	SE	80.00
Verizon Wireless	SE	334.75
Wesco Distribution Inc	IV	26,659.59
White Cap	SU	2,681.46
Windstream Nebraska Inc	SE	2,044.81
Zimco Supply Co	GU	2,271.50
	CLAIMS TOTAL	\$786,065.04

4. Police Department Report



City of Seward Police Department

Monthly Statistics May 2022

Service Calls	555
Accidents	6
Arrests	3
Citations	28
Warnings	65
Parking Tickets	14

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

5. Draft Minutes of June 7, 2022 Meeting

June 7, 2022

The Seward City Council met at 7:00 p.m. on Tuesday, June 7, 2022, with Mayor Joshua Eickmeier presiding and Administrative Assistant Mindy Meier recording the proceedings. Upon roll call, the following Councilmembers were present: Ellen Beck, Alyssa Hendrix, Sid Kamprath, Jessica Kolterman, Karl Miller, John Singleton, Jonathon Wilken, Matt Stryson. Councilmembers Absent: None. Other officials present: City Administrator Greg Butcher and Police Chief Brian Peters.

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

CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Report (totaling \$1,906,036.47)
2. Seward County Chamber & Development Partnership Report
3. Draft Minutes of May 17, 2022, Council Meeting

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

ADMINISTRATIVE ITEMS

1. REQUEST FOR APPROVAL OF THE UPDATED RULES & REGULATIONS FOR THE CIVIL SERVICE COMMISSION

Chief of Police Peters informed that the last revision was made in 2014. He and Derek Bargmann, City Clerk/HR Director and Civil Service Secretary made three updates to the rules and regulations: 1 – update the code with the current ordinance numbers; 2 – confirm everything is in line with Nebraska State Statute; and 3 – advertise in the paper at the Civil Service Secretary's discretion. The Civil Service Commission assisted with the recommendations and approved them at their June 2, 2022 meeting.

Councilmember Kolterman moved, seconded by Councilmember Kamprath to approve the updated rules and regulations for the Civil Service Commission as presented.

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

2. ROUTINE UPDATE OF THE FOLLOWING JOB DESCRIPTION: CITY ADMINISTRATOR

City Administrator Butcher advised that the revisions last made were in 2007. Every five years HR Director/City Clerk Bargmann is updating job descriptions. The job description has been updated and reviewed by the Mayor. There were some title changes and eliminated ex-officio status for the Library, Cemetery and Parks & Rec Board. The manager of those departments come to the meetings instead. However, if the board or commission requests the City Administrator Butcher will make himself available. City Council are also liaisons for City Boards and Commissions.

Councilmember Kolterman moved, seconded by Councilmember Stryson to approve the routine update of the job description for the City Administrator as presented.

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

3. UPDATE ON WELLNESS CENTER

A. CONSIDERATION OF AN ORDINANCE TO IMPOSE AN ADDITIONAL ONE HALF OF ONE PERCENT CITY SALES AND USE TAX ON JANUARY 1, 2023 AS APPROVED BY MAY 10, 2022 PRIMARY ELECTION BALLOT

City Administrator Butcher stated sales and use tax will go into effect on January 1, 2023. They did have the option of having the date be October 1, 2022, but the Administration didn't see any strategic value of having it added at that time. By having it January 1, 2023, this will give notice to businesses, and it will be posted in the paper. Then the City will let the Nebraska Department of Revenue know as well. This is the last requirement that is needed to impose this tax.

June 7, 2022

Councilmember Kamprath introduced Ordinance No. 2022-6. Councilmember Kolterman moved, seconded by Councilmember Miller to dispense with the statutory rule. Councilmember Beck moved, seconded by Councilmember Wilken, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and adopting: **Ordinance No. 2022-6**, AN ORDINANCE OF THE CITY OF SEWARD, NEBRASKA AUTHORIZING AND IMPOSING AN ADDITIONAL ONE HALF OF ONE PERCENT (0.50%) CITY SALES AND USE TAX AS APPROVED BY A MAJORITY OF THE QUALIFIED ELECTORS OF THE CITY OF SEWARD AT THE PRIMARY ELECTION HELD ON MAY 10, 2022; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

Aye: Beck, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: Hendrix. Motion carried.

Councilmember Kolterman moved, seconded by Councilmember Miller that all ordinances be added to the permanent record.

Aye: Beck, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: Hendrix. Motion carried.

4. CONSIDERATION OF A RESOLUTION ESTABLISHING A POLICY FOR APPLICATION TO CONSTRUCT UTILITIES IN THE CITY RIGHT-OF-WAY AND AFFIX THE AMOUNT OF FEES CHARGED

City Administrator Butcher stated that the City wants to understand what's going on in the right of way because its becoming more heavily frequented. The City has been looking at the fees associated with this and trying to charge a fee that covers the cost of the City but doesn't penalize those that are trying to work within the right of way. Administration would like to make one amendment to Section A with a flat fee of \$25 and that will cover the general review. The linear feet for trenching, boring, overhead, and existing lines that will cover actual costs when you get into an extensive review.

Councilmember Kamprath introduced **Resolution 2022-21**, to establish a policy for "Application to Construct Utilities in City Right-of-Way" and affix the amount of fees charged Councilmember Kolterman moved, seconded by Councilmember Wilken, to approve Resolution 2022-21.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None. Motion carried.

5. AWARD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG DOWNTOWN REVITALIZATION PROGRAM (21DTR011) FORGIVABLE LOANS

- A. SHANNON MEYER, 127 N 6TH STREET - \$39,858.75 (75% OF PROJECT)
- B. JOSH DELCAMP, 156 S 5TH STREET - \$50,000.00 (62% OF PROJECT)
- C. ALYSSA HENDRIX, 640 & 644 SEWARD STREET - \$22,653.75 (75% OF PROJECT)
- D. MIKE RILEY, 117 S 6TH STREET - \$50,000.00 (74% OF PROJECT)

City Administrator Butcher informed these four projects have been approved by the DTR Committee and completed their Tier 2 review which includes the State Historic Preservation Office (SHPO) review and the environmental review.

Councilmember Beck moved, seconded by Councilmember Kolterman, to approve the four applications for CDBG #21DTR011 subject to available funding.

Aye: Beck, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None. Abstain: Hendrix Motion carried.

CITIZEN'S REQUEST

- 1. REQUEST TO AMEND 382-11.1 GOLF CART USAGE IN TOWN

June 7, 2022

Jackie Noxon, 1265 N. 6th St. Seward, Nebraska. Jackie stated she would like to amend the golf cart ordinance to be able to drive golf carts on City streets.

Councilmember Singleton made the motion to direct City staff to draft an ordinance to allow for the use of golf carts other than just to and from the golf course seconded by Councilmember Beck.

Aye: Beck, Hendrix, Miller, Singleton, Stryson, Wilken.

Nay: Kamprath, Kolterman. Motion carried.

CITY ADMINISTRATOR’S REPORT

City Administrator Butcher reminded the Council if they get any complaints about weeds or grass not being maintained to contact Building/Zoning & Code Enforcement Director Tim Dworak.

Councilmember Miller moved, seconded by Councilmember Singleton, that City Administrator Butcher’s report of June 7, 2022 be accepted.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None. Motion carried.

ANNOUNCEMENT OF UPCOMING EVENTS

June 8 – July 16 Leadership Institute

June 20 - Groundbreaking for a new Rail Campus tenant

STRATEGY SESSION

1. **STRATEGY SESSION WITH CITY ATTORNEY TO PROVIDE NEGOTIATION GUIDANCE FOR POSSIBLE ACQUISITION OF LAND**

Councilmember Miller moved, seconded by Councilmember Wilken, that the Council enter a closed session with the Mayor, City Administrator, City Clerk, and City Attorney, for the protection of the public interest and to discuss current real estate interests for possible acquisition of property and to provide the City Attorney with negotiating guidance for a period not to exceed 30 minutes.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None. Motion carried.

Mayor Eickmeier stated the Council has voted to go into closed session at 7:50 p.m. for the protection of the public interest and to discuss real estate interests and to provide the City Attorney with negotiating guidance.

At 8:01 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken. Mayor Eickmeier announced that no formal action was taken during the executive session.

MOTION TO ADJOURN

Councilmember Beck moved, seconded by Councilmember Singleton, that the June 7, 2022 City Council Meeting be adjourned.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None. Motion carried.

Adjourned approximately 8:02 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

6. Confirmation of Mayor Appointments:

A. Reappoint Gary Fett to the Housing Authority Board for a Term of 5-Years

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Amendment to the City of Seward Unified Land Development Ordinance (ULDO); Chapter 410 Zoning and Subdivision, Article 3.7 - Use Types, W.Pet Services and Chapter 410 Attachment 1 - City Administrator Butcher

City of Seward Planning Commission

142 N 7th St. Seward, NE 68434

Staff Report

Tim Dworak, Building/Zoning &

Code Enforcement Director

402-643-2928 opt 3 opt 1

APPLICATION TYPE

ULDO Text Amendment

FINAL ACTION?

DEVELOPER/OWNER

PC HEARING DATE

June 13, 2022

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT/USE

BRIEF SUMMARY OF REQUEST:

To review a Text Amendment to the City of Seward Unified Land Development Ordinance; Article 3 Use Types 410-3.7.W Pet Services and Chapter 410 Attachment 1 – Use Matrix for Pet Services.

APPLICATION CONTACT

Scott Dinslage 402-641-2627

511 Bradford St, Seward, NE 68434

ANALYSIS

The applicant is asking for a change to the definition of Pet Services use to allow an outdoor exercise area in the Central Business District (CBD) zoning. He is asking that a special use permit be required so that each business would be evaluated on its own set of circumstances instead of a blanket ordinance for all businesses. Currently the definition states “.....entirely within a building..... and is a permitted use in the CBD

Staff has reached out to a number municipalities to inquire about how pet services and/or “Doggie Daycares are governed, that list is attached.

The notice of this Public Hearing was published in the Seward County Independent

Prepared by

Tim Dworak

City of Seward Building - Zoning – Code Enforcement Director

ORDINANCE NO. 2022-

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 3 USE TYPES TO BETTER DEFINE PET SERVICES USE; AND ARTICLE 4 USE MATRIX TO ALLOW FOR PET SERVICES USE UNDER A CONDITIONAL USE PERMIT; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD AS FOLLOWS:

That Chapter 410 of the Municipal Code of the City of Seward is hereby amended as follows:

Section 1. That §410-3.7 (W) be amended as follows:

Y. Pet Services: retail sales, incidental pet health services, and grooming and boarding, when totally within a building or fenced in enclosure with screening, of dogs, cats, birds, fish, and similar small animals customarily used as household pets. Typical uses include pet stores, small animal clinics, dog bathing and clipping salons, and pet grooming shops, but exclude uses for livestock and large animals.

Section 2. That the following use types are amended in 410 Attachment 1, City of Seward Use Matrix:

Use Types	Impact Rating	AG	RR	R-1	R-2	R-3	R-4	RM	UC	C-1	C-2	CBD	BP	I-1	I-2	Supplemental Regulations
Commercial Uses																
Pet Services*	M								S	S	S	S	S	S		

SECTION 3. REPEAL. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. WHEN OPERATIVE; PUBLICATION IN PAMPHLET FORM. This ordinance shall be published in pamphlet form and shall be in full force from and after its passage, approval and publication or posting as required by law.

Dated this _____ day of _____, 2022

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST: _____
Derek Bargmann
City Clerk



PAID

ck 1795

Request for Amendment to the Unified Land Development Ordinance

Date: 4/8/2022 Application Fee: \$200 + Notification Fee: \$100 + Filing Fee: _____ = Amount Due: \$300

Applicant: Scott Divstige / Managing member of The Alps Address: 511 Bradford St Seward NE 68434

Phone: Retreat 402-641-2627 Email: scott@thealpsretreat.com

I wish to _____ Build _____ Alter Buildings/ Structures _____ Change the Use of Land or Structures _____ Premise Address: _____

Legal Description: _____

The following change in the Unified Land Development ordinance is hereby requested:

Change in zoning of the subject property from its present classification: _____
To the following proposed zoning classification: _____

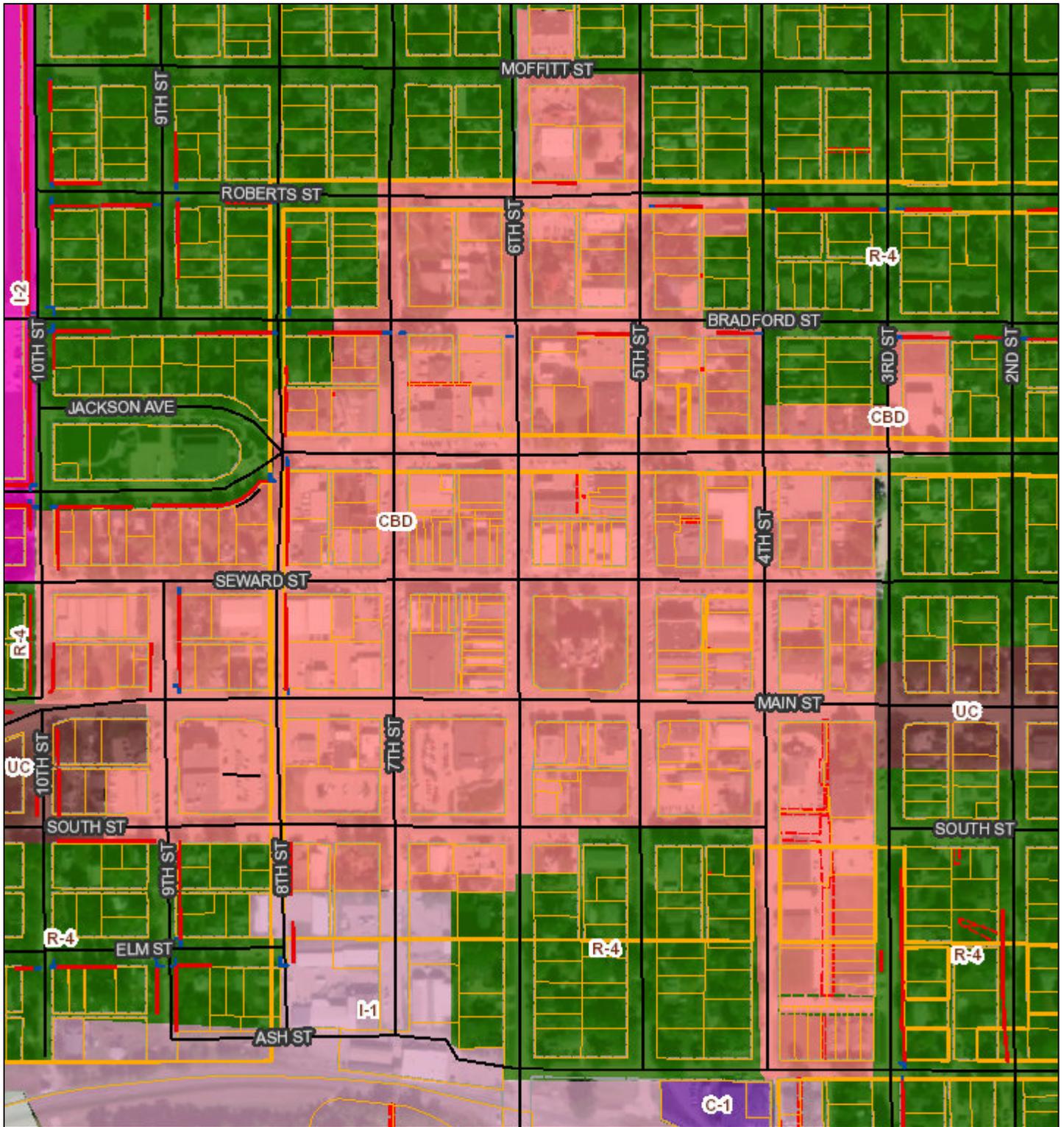
Amend the text or district regulations as follows: Allow dogs off leash in the Central Business District - CBD

To permit the following improvement or use: Outdoor doggie daycare

The applicant shall furnish a plat of the area containing the property for which a zoning change is sought and including all the lots within 300 feet of the property lines of the subject property. The plat shall show existing and proposed zoning.

I certify that the above information and that required by section _____ of the _____ Unified Land Development Ordinance, as submitted herewith, is, to the best of my knowledge, true and accurate.

Applicate Signature: [Handwritten Signature]



June 10, 2022

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.

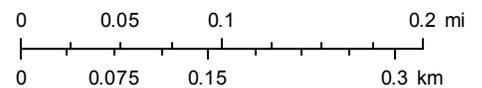
Legend

Sidewalks

Subdivisions

- ADA Sidewalk
- Deficient Sidewalk
- Missing Sidewalk
- Streets
- Parcels

1:6,025



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

2. Public Hearing - 7:00 PM - Consideration of Special Use Permit for 317 S 3rd Street to Allow Construction of Single-Family Homes and Residential Living in the Central Business District - City Administrator Butcher

City of Seward Planning Commission
142 N 7th St, Seward, NE 68434

Staff Report

Tim Dworak, Building/Zoning &
Code Enforcement Director
402-643-2928 opt 3 opt 1

<u>APPLICATION TYPE</u>	<u>FINAL ACTION?</u>	<u>DEVELOPER/OWNER</u>
Special Use permit		Cottonwood Rentals LLC
<u>PC HEARING DATE</u>	<u>RELATED APPLICATIONS</u>	<u>PROPERTY ADDRESS, ZONING DISTRICT/USE</u>
June 13, 2022		317 S 3 rd St – CBD - Residential

ADJACENT ZONING DISTRICTS/USE:

North, CBD, Civic – The Rock Lutheran Church

East, R-4, Residential – Shannon & Jessica Arena, Paul Bremer

South, CBD, Residential – Plex Construction LLC

West, CBD, Commercial – SVC Properties LLC (Vision Clinic), MMAS LLC (Seward Dental Clinic and Svoboda Chiropractic)

BRIEF SUMMARY OF REQUEST

To allow residential use in the Central Business District (CBD).



APPLICATION CONTACT

Cottonwood Rentals 402-314-5218
1240 Plainview Ave, Seward, NE 68434

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

Use type matches the comprehensive plan. (Urban Mixed Use profile)

ANALYSIS

Single-family detached, Single-family attached and/or Duplex Residential use in the Central Business District requires a special use permit according to the use matrix in the ULDO Use Matrix Attachment 1.

Considerations for the special use permit follow at the bottom of this report.

The notice of this Public Hearing was published in the Seward County Independent, letters were mailed to owners within 300 feet, and the subject land was posted.

APPROXIMATE LAND AREA:

0.27 acres or 11938 square feet +/-

LEGAL DESCRIPTION:

SEWARD CNG 1ST ADDITION LOT 2

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director

CONDITIONS OF APPROVAL – SPECIAL USE PERMIT # CU22-02

As provided by the City of Seward Unified Land Development Ordinance, Article 44 Administrative Procedures and Penalties, section 410-44.3 Conditional Use Permits, this approval permits the USE OF SINGLE-FAMILY DETACHED, SINGLE-FAMILY ATTACHED, AND/OR DUPLEX RESIDENTIAL IN THE CENTRAL BUSINESS DISTRICT (CBD).

SITE SPECIFIC CONDITIONS:

1.

2.

STANDARD CONDITIONS:

1.

2.

City of

SEWARD

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: Cottonwood Rentals LLC
2. Applicant's address: 1240 Plainview Ave - Seward
ZIP: 68434

3. Telephone (business): 402-314-5218 (home): _____

4. Present use of property: empty lot

5. Desired use of property: build townhouses

6. Present zoning: CB0

7. Legal description of property: Seward GUG 1st addition Lot 2
or 317 South 3RD Street

8. Under what provisions of the zoning regulations are you seeking this permit?
Special use permit for construction of single family
house & residential living

9. For how many years are you seeking this permit (5 years, 10 years, etc.)? permanant

10. Explain in detail what you propose to do: Single Family Attached, 5 bedrooms
each side

11. How are adjoining properties used? Indicate both zoning district designations and actual uses.

North: CB0 - parking lot South: CB0 - Residential
East: R-4 Residential West: CB0 - Physical Therapy

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: _____

Owner's Signature

"Nebraska's Official 4th of July City"

ZONING AND SUBDIVISION

410 Attachment 1

City of Seward

Use Matrix

[Amended 11-20-2018 by Ord. No. 2018-19; 2-8-2019 by Ord. No. 2019-05; 2-19-2019 by Ord. No. 2019-04;
7-16-2019 by Ord. No. 2019-21; 6-16-2020 by Ord. No. 2020-13; 11-17-2020 by Ord. No. 2020-31]

KEY:

- P Permitted by right or by right subject to supplemental regulations
- S Permitted by conditional use permit (§ 410-44.3)
- S(x) Expansion of an existing use is permitted subject to approval of a conditional use permit
- E Permitted by right if lawfully existing on the effective date of this chapter
- Blank Use not permitted in zoning district
- * Use subject to site plan review (§ 410-44.2)

Use Types	Impact Rating	AG	RR	R-1	R-2	R-3	R-4	RM	UC	C-1	C-2	CBD	BP	I-1	I-2	Supplemental Regulations
Agricultural Uses																
Horticulture	L	P	P													§ 410-31.2
Crop production	L	P	P													§ 410-31.2
Animal production	M	P	P													§ 410-31.2
Confined animal feeding operations	I	S(x)														§§ 410-31.2, 410-31.3
Livestock sales	H	S														
Residential Uses																
Single-family detached	L	P	P	P	P	P	P	P	P	P	S/E	S/E	E	E	E	
Single-family attached	L			P	P	P	P	P	P	P	S/E	S/E	E	E	E	
Duplex	L			P	P	P	P	P	P	P	S	S	E	E	E	
Two-family*	L			S	S	P	P	S	P	S	S	S				
Townhouse*	L				P	P	P	S	P	P	S	P	E	E	E	
Multiple-family*	M					S	P		P	P	S	P	E	E	E	
Downtown residential*	L								P			P				§ 410-31.3

SEWARD CODE

Use Types	Impact Rating	AG	RR	R-1	R-2	R-3	R-4	RM	UC	C-1	C-2	CBD	BP	I-1	I-2	Supplemental Regulations
Group residential*	M	S			S	S	P	S	S	S/E	E	E	E	E	E	§ 410-31.3
Boardinghouse*	M						S		S	E	E	E	E	E	E	
Manufactured housing residential	L	P	P	P	P	P	P	P	P	P	S/E	S	E	E	E	
Mobile home park*	M							P								§ 410-31.3
Mobile home subdivision	L							P								§ 410-31.3
Retirement residential*	M	S	S	S	P	P	P	S	P	S	S	P				
Civic Uses																
Administration	L	P	S		S	S	P	S	P	P	P	P	P	P	P	
Cemetery*	L	S	S	S	S	S	S	S								
Clubs (recreational)*	L	S	S	S	S	S	P	S	P	P	P	P	P	P	P	§ 410-31.4
Clubs (social)*	M	S	S	S	S	S	P	S	P	P	P	P	P	P	P	§ 410-31.4
College/University*	H	S	S	S	S	S	S	S	S	P	P	P	P	P		
Convalescent services*	L	S	S	S	S	S	P	S	P	P	P	S	S			
Cultural services*	M	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Day care (limited)	L	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§ 410-31.4
Day care (general)*	M	S	S	S	S	S	P	P	P	P	P	P	P	P	P	§ 410-31.4
Detention facilities*	I	S									S	S		S	S	
Emergency residential	L	P	P	P	P	P	P	P	P	P	P	P				
Group-care facility*	M			S	S	P	P	S	P	P	P	P				§ 410-31.4
Group home	L	P	P	P	P	P	P	P	P	P	P	P				§ 410-31.4
Guidance services	L					S	P	S	P	P	P	P	P	P	P	
Health care*	M	S			S	S	P	S	P	P	P	P	P	P	P	
Hospitals*	I	S			S	S	S		S	S	P	P	P	S	S	
Maintenance facility*	H	S	S				S			S	P	S	P	P	P	
Park and recreation	L	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Postal facilities*	M					S	S		P	P	P	P	P	P	P	
Primary education*	H	P	P	P	P	P	P	P	P	P	S	S				

ZONING AND SUBDIVISION

Use Types	Impact Rating	AG	RR	R-1	R-2	R-3	R-4	RM	UC	C-1	C-2	CBD	BP	I-1	I-2	Supplemental Regulations
Public assembly*	H								S	S	P	P	S	P	P	
Religious assembly*	M	P	S	S	S	S	S	S	P	P	P	P	P	P	C	
Safety services*	M	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Secondary education*	I	S	S	S	S	S	P	S	P	S	P	S	S	S		
Utilities*	M	P	S	S	S	S	S	S	S	S	P	S	P	P	P	
Office Uses																
Corporate offices*	M					S	S		P	P	P	P	P	P	P	
General offices	M					S	S		P	P	P	P	P	P	P	
Financial services A	L						S		P	P	P	P	P	P	P	
Financial services B*	M								S	P	P	P	P	P	P	
Medical offices A	L						S		P	P	P	P	P	P	P	
Medical offices B*	M						S		P	P	P	P	P	P	P	
Commercial Uses																
Agricultural sales/service*	H	S									P		S	P	P	
Auto auction lots*	H										S			P	P	§ 410-31.5
Auto rental/sales*	H									S	P	P	S	P	P	§ 410-31.5
Auto services*	H								S	S	P	P	P	P	P	§ 410-31.5
Body repair*	I										P	P	S	P	P	§ 410-31.5
Equipment rental/sales*	H									S	P	S	S	P	P	§ 410-31.5
Equipment repair*	H										P	S		P	P	§ 410-31.5
Bed-and-breakfast*	L	S	S	S	P	P	P	S	P	P	P	P	S	S	S	§ 410-31.5
Business support services*	M						S		P	P	P	P	P	P	P	
Business/Trade school*	H						S		P	S	P	P	P	P	P	
Campground*	M	S	S								S					§ 410-31.5
Cocktail lounge*	H									S	P	P	P	P	P	
Commercial recreation (controlled-impact)*	H									S	P	P	P	P	P	
Commercial recreation (high-impact)*	H	S									P		S	P	P	

SEWARD CODE

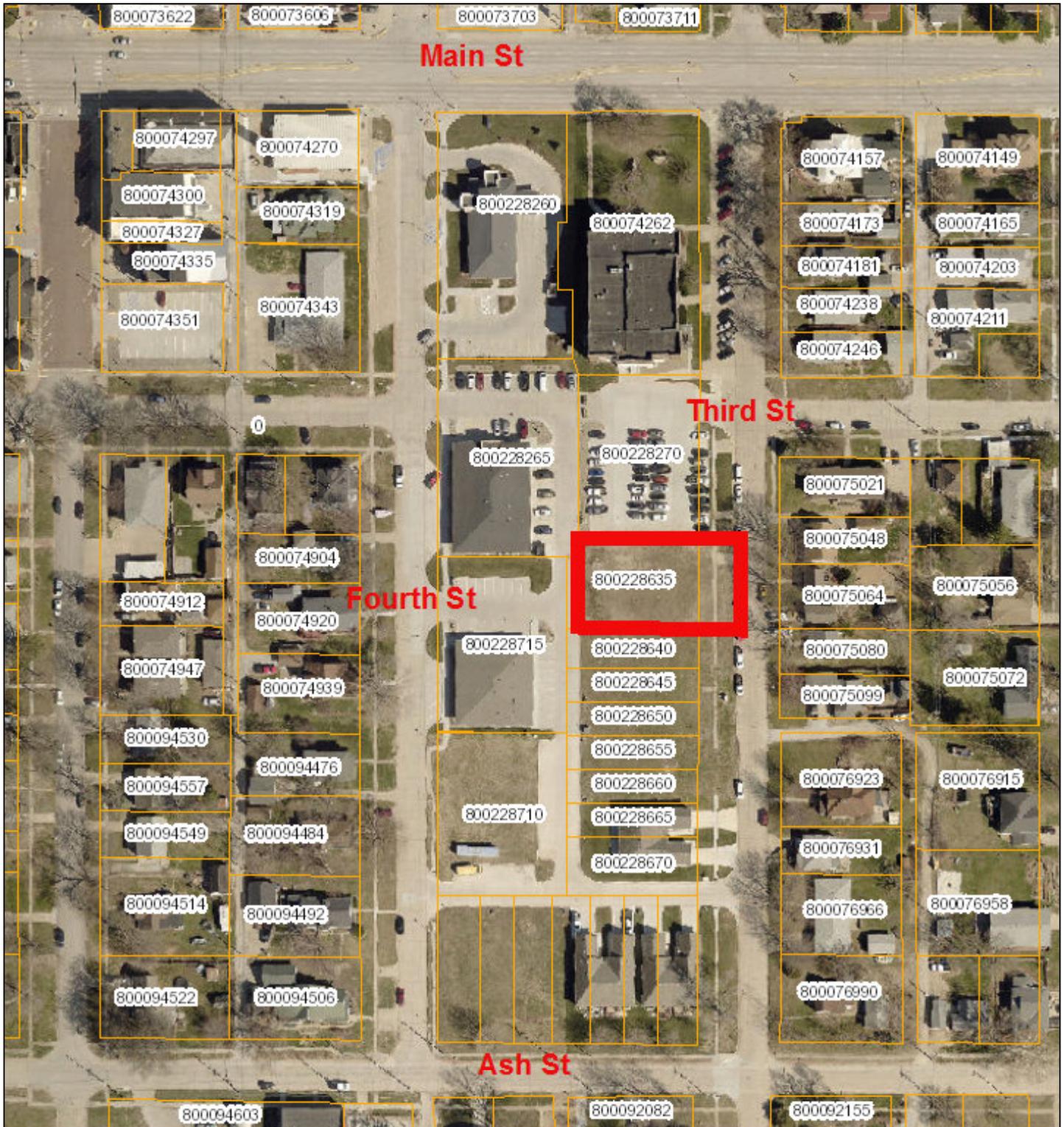
Use Types	Impact Rating	AG	RR	R-1	R-2	R-3	R-4	RM	UC	C-1	C-2	CBD	BP	I-1	I-2	Supplemental Regulations
Communication service*	M					S			P	S	P	P	P	P	P	
Construction sales/service*	H										P	S	P	P	P	§ 410-31.5
Consumer service*	M								P	P	P	P	P	P	P	
Convenience storage*	H						S					P	P	P	P	§ 410-31.5
Food sales (convenience)*	H								S	P	P	P	S	P	S	
Food sales (limited)*	L								P	P	P	P	S			
Food sales (general)*	M								S	P	P	P	S	P		
Food sales (supermarkets)*	I									S	P	S				
Funeral service*	M				S	S	P		P	P	P	P	P	P	P	
Gaming facilities*	H									S	P	P		P	P	
Kennels*	M	S	S								S			P	P	§ 410-31.5
Laundry services*	H										P	P	P	P	P	
Liquor sales*	H									S	P	P		P		
Lodging*	H								S	S	P	P	P			
Personal improvement	M						S		P	P	P	P	P	P	P	
Personal services*	M						S		P	P	P	P	P	P	P	
Pet services*	M								P	P	P	P	P	P		
Research services*	M								S	S	P	P	P	P	P	
Restaurants (drive-through or fast-food)*	H								S	S	S	S	S	S	S	
Restaurants (general)*	H								P	P	P	P	P	P	P	
Restricted business*	I										S			P	P	§ 410-31.5
Retail services (limited)	M								P	P	P	P	P			
Retail services (medium)	M								P	P	P	P	P			
Retail services (large)*	H								S	S	S	S				
Retail services (mass)*	I									S	S					
Stables*	M	P	S													
Surplus sales*	I										P		P	P	P	

ZONING AND SUBDIVISION

Use Types	Impact Rating	AG	RR	R-1	R-2	R-3	R-4	RM	UC	C-1	C-2	CBD	BP	I-1	I-2	Supplemental Regulations
Trade services*	M								S	S	P	S	P	P	P	
Travel centers	H									S	P		S	P	P	§ 410-31.5
Truck stops	I										S		S	S	P	§ 410-31.5
Vehicle storage (short-term)*	M	S									P			P	P	
Veterinary services (general)*	M	S	S						P	P	P	P	P	P	P	
Veterinary services (large animal)	H	S												P	P	
Parking Uses																
Off-street parking*	H								S		P	S		P	P	
Parking structure*	H									S	P	P	P	P	P	
Transportation Uses																
Aviation (general)*	I	S											S	S	P	
Aviation (private)*	M	S	S											S	S	
Railroad facilities*	I											S	S	P	P	
Truck terminal*	H													S	P	
Transportation terminal*	H									S	P	P	P	P	P	
Industrial Uses																
Agricultural industry*	I	S												S	P	
Construction yards*	H													P	P	
Custom manufacturing	M								S	S	P	P	P	P	P	
Light industry*	M												S	P	P	
General industry*	H													P	P	
Heavy industry*	I														S	
Recycling collection*	M									S	P	S	S	P	P	
Recycling processing*	H										S			P	P	
Resource extraction*	I	S													S	§ 410-31.6
Salvage services*	I	S													S	§ 410-31.6
Vehicle storage (long-term)*	H										S			P	P	§ 410-31.6

SEWARD CODE

Use Types	Impact Rating	AG	RR	R-1	R-2	R-3	R-4	RM	UC	C-1	C-2	CBD	BP	I-1	I-2	Supplemental Regulations
Warehousing (enclosed)*	M	S									S	S	P	P	P	
Warehousing (open)*	H													S	P	
Miscellaneous Uses																
Amateur radio tower	L	P	P	P	P	P	P	P	P	P	P	S	P	P	P	
Communications tower	M	S	S						S		S	S	P	P	P	
Construction batch plant*	H													S	P	
Landfill (nonputrescible)*	H	S													S	§ 410-31.9
Landfill (putrescible)*	I															§ 410-31.9
WECS	L	P	S	S	S	S	S	S	S	S	S	S	P	P	P	§ 410-31.9
Shipping containers	H	P									S		S	P	P	§ 410-31.13

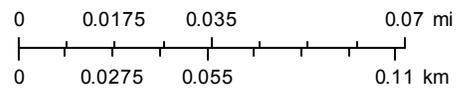


June 7, 2022

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.

1:2,192

- ETJ
- Parcels



3. Public Hearing - 7:00 PM - Consideration of an Ordinance Approving the Final Plat of Prairie View Subdivision - City Administrator Butcher

<u>APPLICATION TYPE</u>	<u>FINAL ACTION?</u>	<u>DEVELOPER/OWNER</u>
Major Subdivision Application Final Plat		1640 LLC, Bob Benes

<u>PC HEARING DATE</u>	<u>RELATED APPLICATIONS</u>	<u>PROPERTY ADDRESS, ZONING DISTRICT/USE</u>
June 13, 2022		R-3 / Residential

ADJACENT ZONING DISTRICTS/USE:

North, R-3, Urban Residential Mixed-Density – Dale & Connie Rood, Bruce & Kendra Scheiber, Doug & Gail Brand, Samuel & Rachel Sommerer, Kenton & Christina Schegg, Nicholas & Jennifer Hiser, James & Ellen Varney, Brett & Noel Baker, April Hoffbauer, Thomas & Vickie Jorgensen, Kenneth & Nancy Lieb, Ridge Run Addition

East, AG, Agriculture – Jones Farms Inc

South, R-4, Urban Residential Multifamily – Jones Farm Inc

West, R-3, Urban Residential Mixed-Density – Church of Jesus Christ of Latter Day Saints, Christopher & Lori Read, Matthew & Michelle Folken, Kenneth & Patricia Hackel, Richard & Valorie Snow, Larry & Stephany Canning, Richard & Catherine Skoda, Valley View Estates 3rd Addition

BRIEF SUMMARY OF REQUEST:

A Major Subdivision final plat review of Prairie View Addition.



APPLICATION CONTACT

Bob Benes, Office: 402-423-6811
1640 Normandy Ct A, Lincoln, NE 68512

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

Use type matches the comprehensive plan.

ANALYSIS

This is a Major Subdivision Final Plat application to develop a tract of land east of Valley View Estates Addition, South of Ridge Run Addition, and North of Highway 34.

The applicant is 1640, LLC, Bob Benes, and the professional design firm is Olsson, Inc. This will be the second subdivision that Mr. Benes will construct in Seward. Mr. Benes, has constructed multiple subdivisions in Lincoln and other Municipalities.

This 1st subdivision involves 35 single family residential lots and 1 outlot for future development. The subject property is located inside City limits. The property is zoned R-3 Urban Residential District (Mixed Density) with all lot sizes conforming to the R-3 minimum lot width and square footage requirements. The construction is set to be done in seven phases with the grading for the first three phases to begin immediately upon approvals. Time frames for the stages is subject to demand and economic conditions.

The subdivision will involve extending City utilities and new public streets connecting to Willow Ave. in the Valley View Estates Addition, East Seward Street to the north, and Prairie Flower Road to the east.

City staff have reviewed the drainage and infrastructure plans, as well as, the subdivision agreement to assure compliance with city standards.

A public hearing notice was published, mailed to neighboring property owners, and the property was posted.

APPROXIMATE LAND AREA:

59.42 acres or 2,588,457.27 square feet +/-

LEGAL DESCRIPTION:

A TRACT OF LAND COMPOSED OF A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S00°26'06"W, ON THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,256.08' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 34; THENCE N89°53'36"W, ON THE NORTH LINE OF SAID RIGHT OF WAY, A DISTANCE OF 1,324.47' TO A POINT ON THE WEST LINE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SAID POINT BEING ON THE NORTH LINE OF SAID RIGHT OF WAY; THENCE N88°59'50"W, ON A NORTH LINE OF SAID RIGHT OF WAY, A DISTANCE OF 337.49' TO A POINT ON THE NORTH LINE OF

SAID RIGHT OF WAY; THENCE N89°49'00"W, ON A NORTH LINE OF SAID RIGHT OF WAY, A DISTANCE OF 386.78' TO A POINT ON THE WEST LINE OF SAID DESCRIBED TRACT LOCATED IN A PORTION OF SOUTHWEST QUARTER OF SOUTHWEST QUARTER, SAID POINT BEING ON THE EAST LINE OF OUTLOT "A" SEWARD VALLEY VIEW ESTATES 3RD ADDITION, SAID POINT BEING ON THE NORTH LINE OF SAID RIGHT OF WAY; THENCE N00°08'31"W, ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SAID LINE BEING THE EAST LINE OF SAID SEWARD VALLEY VIEW ESTATES 3RD ADDITION AND AN EAST LINE OF LOT 1, BLOCK 1, SEWARD VALLEY ESTATES 2ND ADDITION AND ITS EXTENSION, A DISTANCE OF 1,260.26' TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE S89°36'55"E, ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 730.37' TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SAID POINT BEING THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE S89°36'57"E, ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1,331.02', TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 2,588,457.27 SQUARE FEET OR 59.42 ACRES, MORE OR LESS.(PID's 800039432, 800039440)

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director

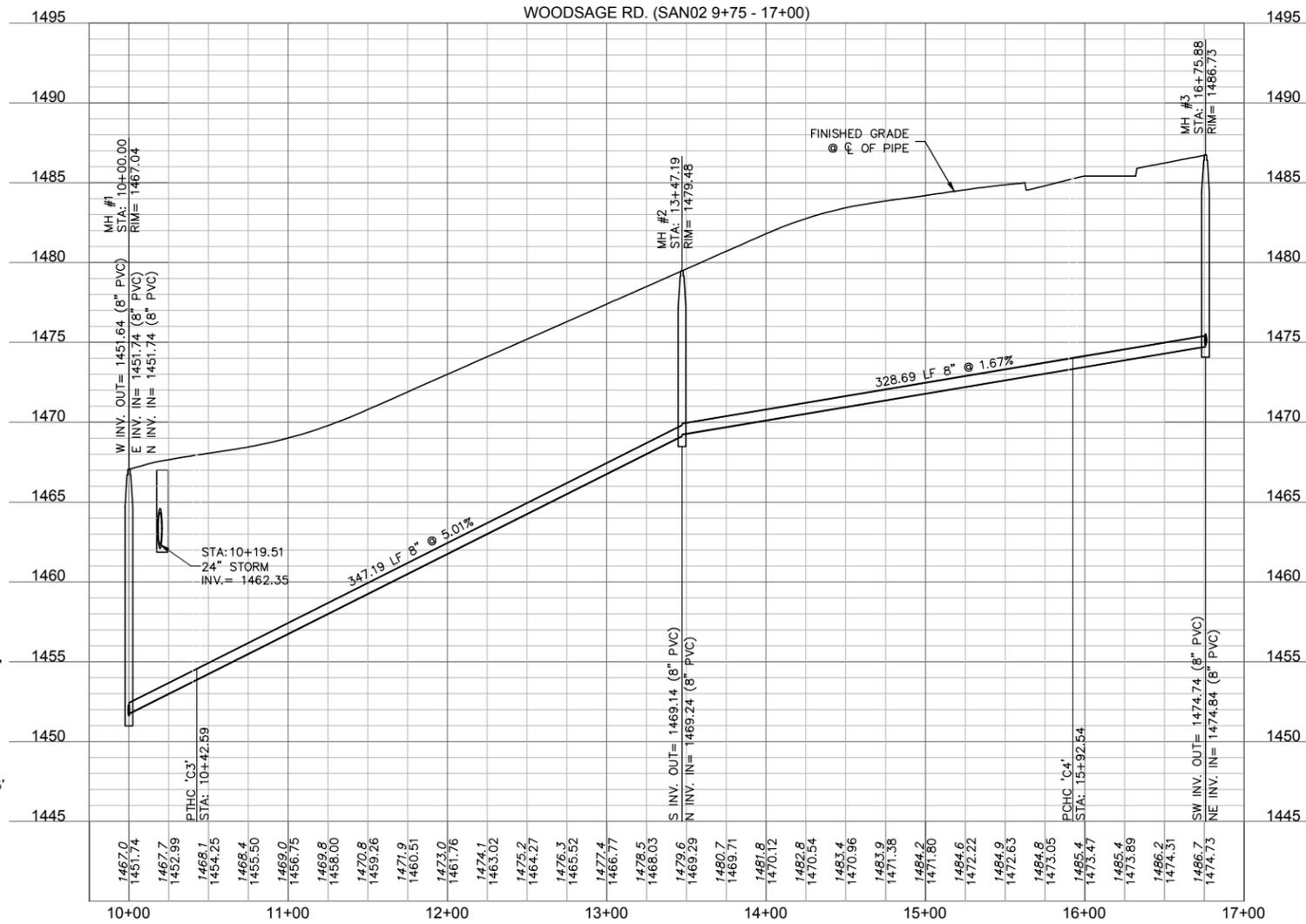
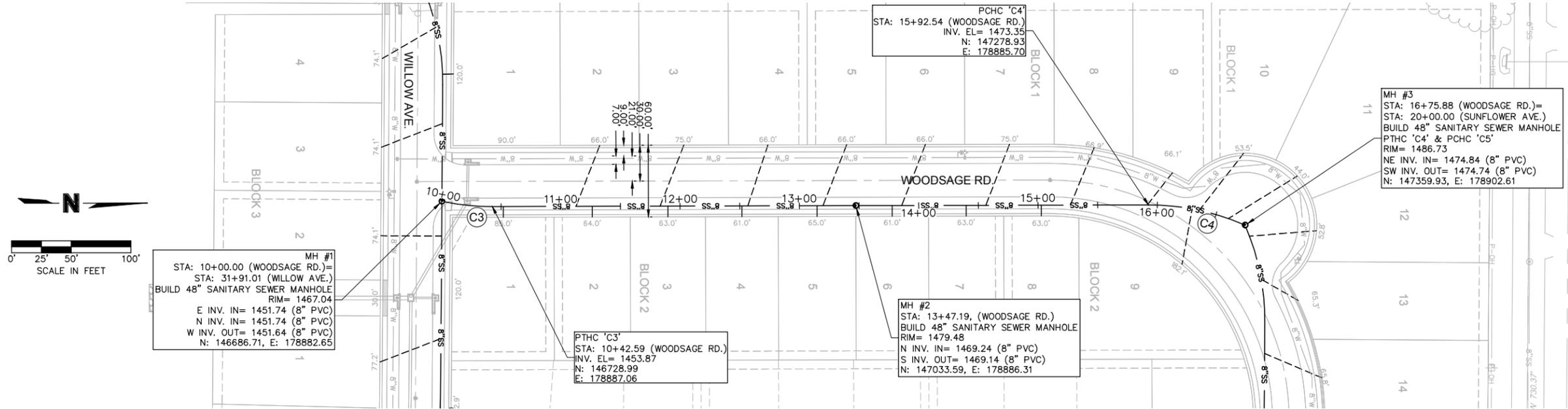
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CURVE DATA						
CURVE ID	RADIUS	DELTA	LENGTH	CHORD LENGTH	TANGENT LENGTH	3' FITTINGS
C3	200.00	012°12'05"	42.59	42.51	21.38	4
C4	200.00	023°52'36"	83.34	82.74	42.29	6

PRAIRIE VIEW ADDITION

PUBLIC SANITARY SEWER PLAN AND PROFILE



olsson
 601 P Street, Suite 200
 P.O. Box 84608
 Lincoln, NE 68508
 TEL 402.474.6311
 www.olsson.com

REV. NO.	DATE	REVISIONS DESCRIPTION

PUBLIC SANITARY SEWER PLAN AND PROFILE

PRAIRIE VIEW ADDITION
 PUBLIC IMPROVEMENTS

2022

SEWARD, NEBRASKA

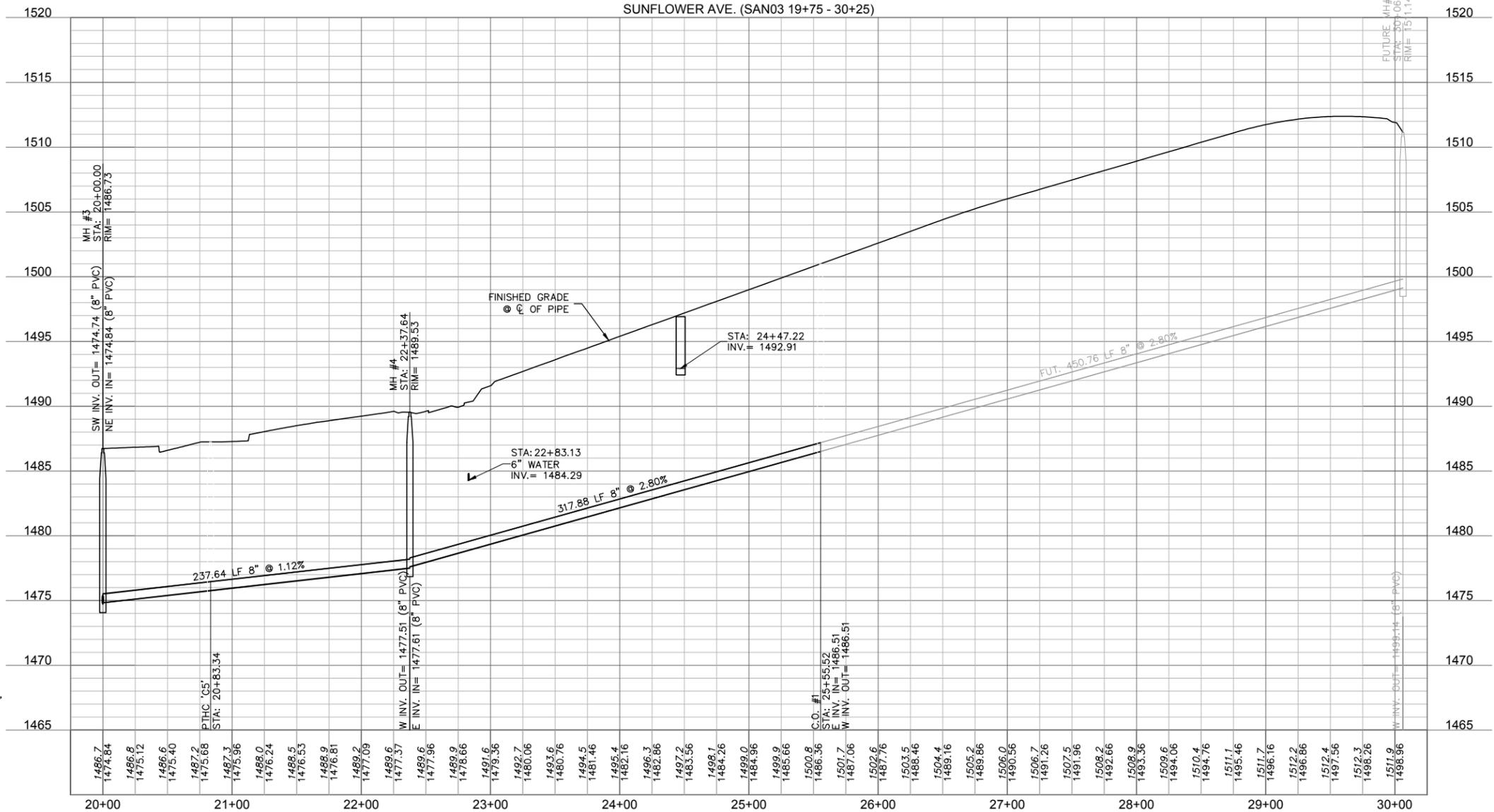
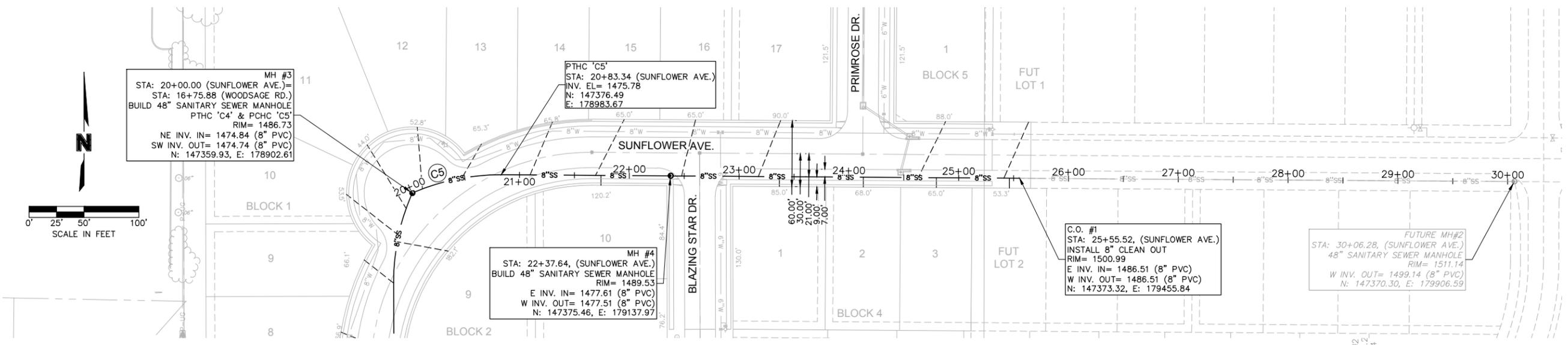
REVISIONS

drawn by: _____ KRT
 checked by: _____ EAP
 approved by: _____ BDB
 QA/QC by: _____ BPP
 project no.: 021-04805
 drawing no.: _____
 date: 06.09.2022

CURVE DATA						
CURVE ID	RADIUS	DELTA	LENGTH	CHORD LENGTH	TANGENT LENGTH	3' FITTINGS
C5	200.00	023°52'30"	83.34	82.74	42.28	6

PRAIRIE VIEW ADDITION

PUBLIC SANITARY SEWER PLAN AND PROFILE



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 PUBLIC IMPROVEMENTS
 SEWARD, NEBRASKA
 2022



drawn by: KRT
 checked by: EAP
 approved by: BDB
 QA/QC by: BPB
 project no.: 021-04805
 drawing no.:
 date: 06.09.2022

PRAIRIE VIEW ADDITION SANITARY SEWER SERVICE TABLE

SEWER SERVICE TABLE							
BLOCK; LOT	ALIGNMENT STATION	LENGTH OF SERVICE	FLOW ELEVATION OF MAIN	FLOW ELEVATION OF SERVICE @ MAIN	SLOPE OF SERVICE	SERVICE ELEVATION @ ROW	PIPE END @ ROW NORTHING EASTING
BLOCK 1 LOT 1	30+84.83 WILLOW AVE.	9.19	1449.15	1450.15	S=0.0100	1450.24	N: 146696.45 E: 178776.14
BLOCK 1 LOT 2	11+12.76 WOODSAGE RD.	54.78	1457.39	1458.39	S=0.0100	1458.94	N: 146819.03 E: 178835.84
BLOCK 1 LOT 3	11+83.26 WOODSAGE RD.	54.78	1460.92	1461.92	S=0.0100	1462.47	N: 146889.53 E: 178835.66
BLOCK 1 LOT 4	12+56.69 WOODSAGE RD.	53.78	1464.60	1465.60	S=0.0100	1466.14	N: 146960.03 E: 178835.49
BLOCK 1 LOT 5	13+19.76 WOODSAGE RD.	54.78	1467.77	1468.77	S=0.0100	1469.32	N: 147026.03 E: 178835.32
BLOCK 1 LOT 6	13+85.76 WOODSAGE RD.	54.78	1469.89	1470.89	S=0.0100	1471.44	N: 147092.03 E: 178835.16
BLOCK 1 LOT 7	14+56.26 WOODSAGE RD.	54.78	1471.07	1472.07	S=0.0100	1472.62	N: 147162.53 E: 178834.99
BLOCK 1 LOT 8	15+27.15 WOODSAGE RD.	52.00	1472.25	1473.25	S=0.0100	1473.77	N: 147233.43 E: 178837.81
BLOCK 1 LOT 9	15+91.61 WOODSAGE RD.	34.15	1473.33	1474.33	S=0.0100	1474.67	N: 147299.06 E: 178858.81
BLOCK 1 LOT 10	16+35.48 WOODSAGE RD.	60.34	1474.06	1475.06	S=0.0100	1475.66	N: 147358.69 E: 178842.62
BLOCK 1 LOT 11	16+60.90 WOODSAGE RD.	67.75	1474.49	1475.49	S=0.0100	1476.17	N: 147403.68 E: 178861.56
BLOCK 1 LOT 12	20+10.00 SUNFLOWER AVE.	56.26	1474.95	1475.95	S=0.0100	1476.51	N: 147419.75 E: 178907.25
BLOCK 1 LOT 13	20+47.34 SUNFLOWER AVE.	35.65	1484.37	1485.37	S=0.0100	1485.73	N: 147404.41 E: 178965.61
BLOCK 1 LOT 14	21+09.65 SUNFLOWER AVE.	52.14	1485.07	1486.07	S=0.0100	1486.59	N: 147424.33 E: 179030.30
BLOCK 1 LOT 15	21+69.25 SUNFLOWER AVE.	57.15	1485.74	1486.74	S=0.0100	1487.31	N: 147426.75 E: 179095.69
BLOCK 1 LOT 16	22+47.64 SUNFLOWER AVE.	52.49	1477.89	1478.89	S=0.0100	1479.41	N: 147426.31 E: 179160.69
BLOCK 1 LOT 17	23+17.52 SUNFLOWER AVE.	54.79	1479.85	1480.85	S=0.0100	1481.40	N: 147425.79 E: 179238.19
BLOCK 2 LOT 1	10+51.69 WOODSAGE RD.	9.00	1454.33	1455.33	S=0.0100	1455.42	N: 146738.11 E: 178896.04
BLOCK 2 LOT 2	11+26.19 WOODSAGE RD.	9.00	1458.06	1459.06	S=0.0100	1459.15	N: 146812.61 E: 178895.85

SEWER SERVICE TABLE							
BLOCK; LOT	ALIGNMENT STATION	LENGTH OF SERVICE	FLOW ELEVATION OF MAIN	FLOW ELEVATION OF SERVICE @ MAIN	SLOPE OF SERVICE	SERVICE ELEVATION @ ROW	PIPE END @ ROW NORTHING EASTING
BLOCK 2 LOT 3	11+89.69 WOODSAGE RD.	9.00	1461.25	1462.25	S=0.0100	1462.34	N: 146876.11 E: 178895.69
BLOCK 2 LOT 4	12+51.69 WOODSAGE RD.	9.00	1464.35	1465.35	S=0.0100	1465.44	N: 146938.11 E: 178895.54
BLOCK 2 LOT 5	13+14.69 WOODSAGE RD.	9.00	1467.51	1468.51	S=0.0100	1468.60	N: 147001.11 E: 178895.39
BLOCK 2 LOT 6	13+77.69 WOODSAGE RD.	9.00	1469.75	1470.75	S=0.0100	1470.84	N: 147064.11 E: 178895.23
BLOCK 2 LOT 7	14+39.69 WOODSAGE RD.	9.00	1470.79	1471.79	S=0.0100	1471.88	N: 147126.11 E: 178895.08
BLOCK 2 LOT 8	15+02.69 WOODSAGE RD.	9.00	1471.84	1472.84	S=0.0100	1472.93	N: 147189.11 E: 178894.92
BLOCK 2 LOT 9	16+29.42 WOODSAGE RD.	47.18	1473.96	1474.96	S=0.0100	1475.43	N: 147307.08 E: 178935.40
BLOCK 2 LOT 10	21+74.25 SUNFLOWER AVE.	9.00	1485.80	1486.80	S=0.0100	1486.89	N: 147366.89 E: 179074.52
BLOCK 3 LOT 1	33+05.83 WILLOW AVE.	54.78	1452.83	1453.83	S=0.0100	1454.38	N: 146634.77 E: 179017.11
BLOCK 3 LOT 2	32+20.19 WILLOW AVE.	51.00	1452.02	1453.02	S=0.0100	1453.53	N: 146635.50 E: 178911.47
BLOCK 3 LOT 3	31+26.11 WILLOW AVE.	54.78	1450.12	1451.12	S=0.0100	1451.67	N: 146636.02 E: 178837.40
BLOCK 3 LOT 4	30+44.94 WILLOW AVE.	52.30	1448.21	1449.21	S=0.0100	1449.73	N: 146636.67 E: 178763.33
BLOCK 4 LOT 1	23+36.72 SUNFLOWER AVE.	9.00	1480.39	1481.39	S=0.0100	1481.48	N: 147365.80 E: 179236.98
BLOCK 4 LOT 2	24+13.22 SUNFLOWER AVE.	9.00	1482.53	1483.53	S=0.0100	1483.62	N: 147365.28 E: 179313.48
BLOCK 4 LOT 3	24+79.72 SUNFLOWER AVE.	9.00	1484.39	1485.39	S=0.0100	1485.48	N: 147364.84 E: 179379.98
BLOCK 5 LOT 1	24+63.22 SUNFLOWER AVE.	56.58	1483.93	1484.93	S=0.0100	1485.50	N: 147424.78 E: 179388.39
FUT. LOT 1	25+41.21 SUNFLOWER AVE.	55.58	1486.11	1487.11	S=0.0100	1487.67	N: 147424.28 E: 179463.96
FUT. LOT 2	25+46.21 SUNFLOWER AVE.	9.00	1486.25	1487.25	S=0.0100	1487.34	N: 147364.39 E: 179446.48

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REVISIONS DESCRIPTION

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REVISIONS

SANITARY SEWER SERVICE TABLE

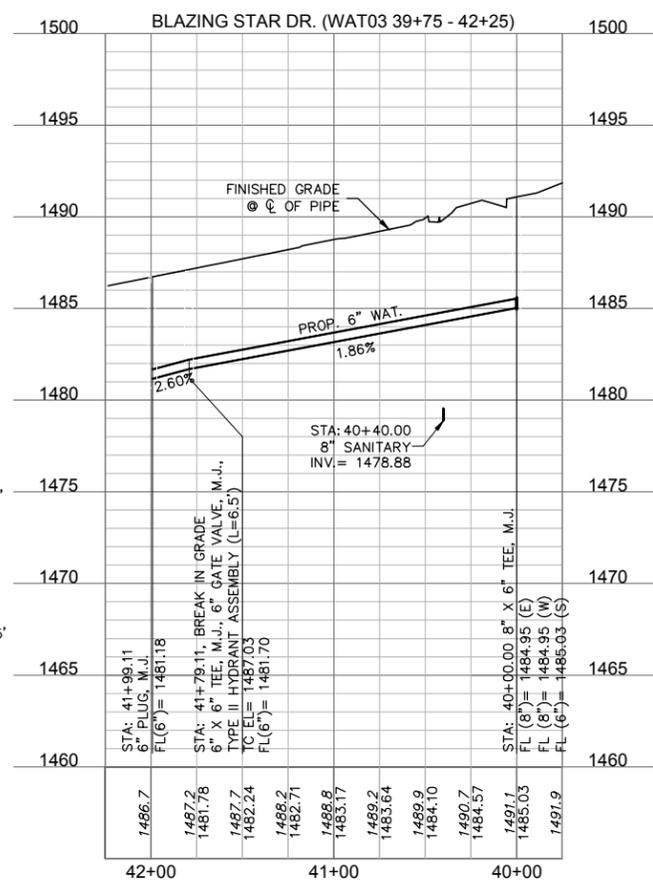
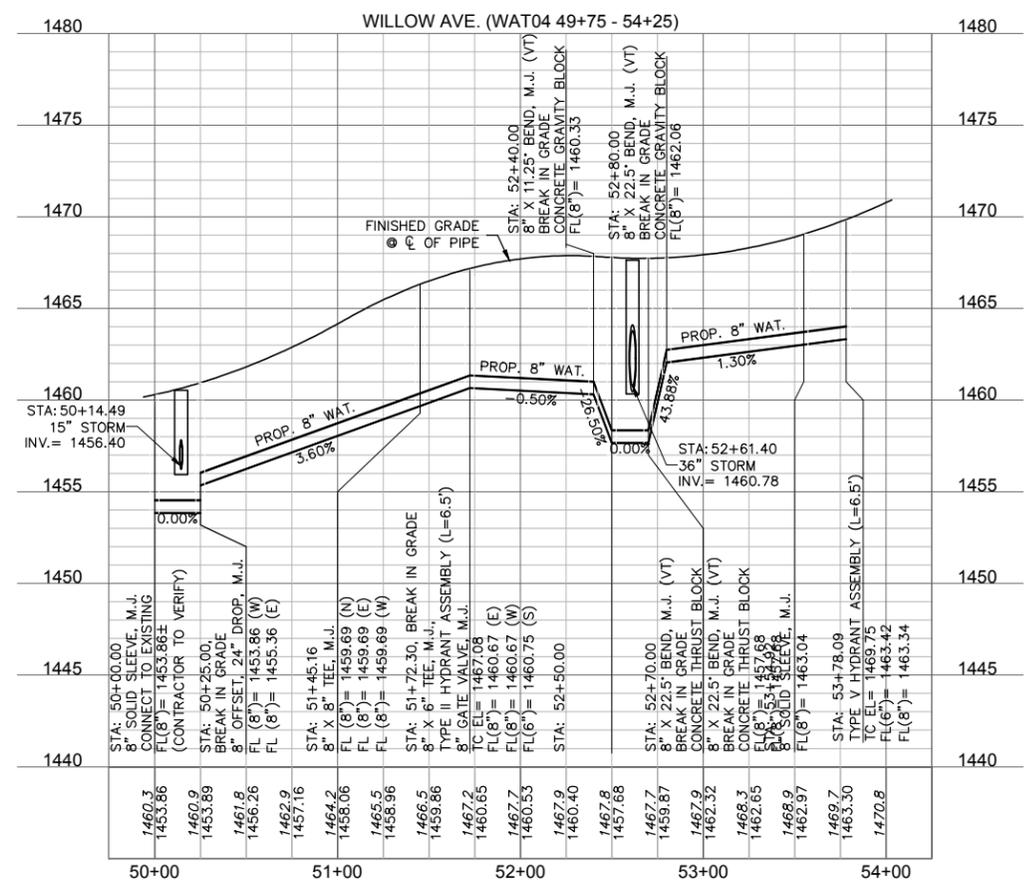
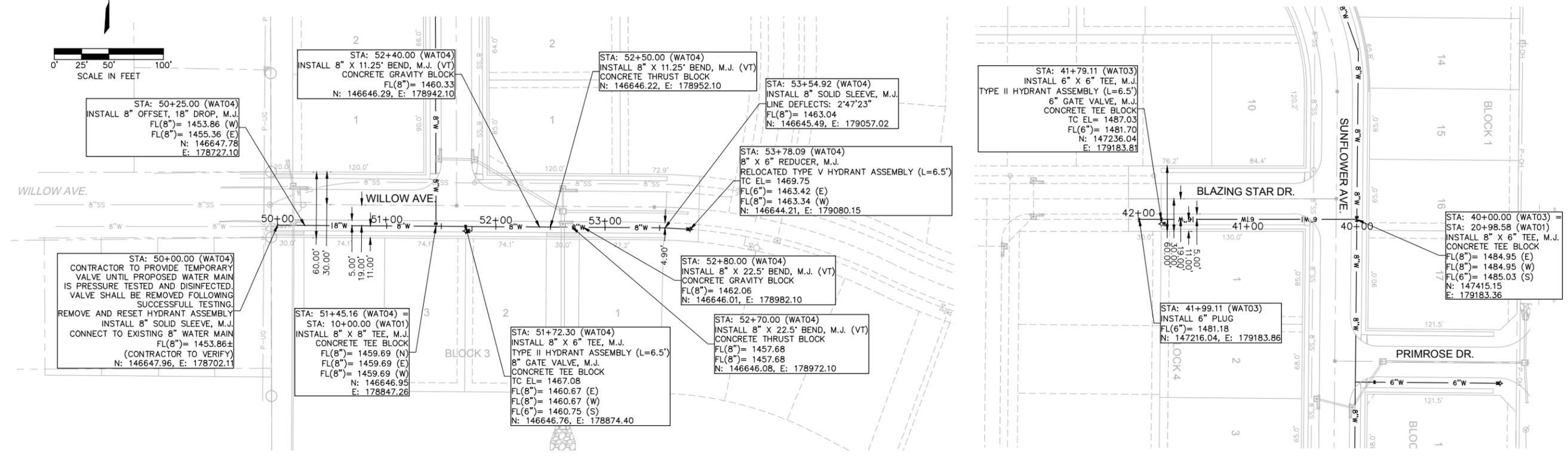
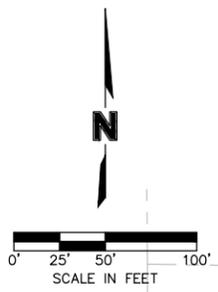
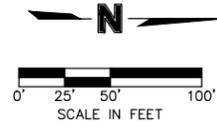
PRAIRIE VIEW ADDITION
PUBLIC IMPROVEMENTS

2022

SEWARD, NEBRASKA

drawn by: KRT
 checked by: EAP
 approved by: BDB
 QA/QC by: BPB
 project no.: 021-04805
 drawing no.:
 date: 06.09.2022

PRAIRIE VIEW ADDITION PUBLIC WATER MAIN PLAN AND PROFILE



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REV. NO.	DATE	REVISIONS DESCRIPTION

PUBLIC WATER MAIN PLAN AND PROFILE
 PRAIRIE VIEW ADDITION
 PUBLIC IMPROVEMENTS
 SEWARD, NEBRASKA
 2022

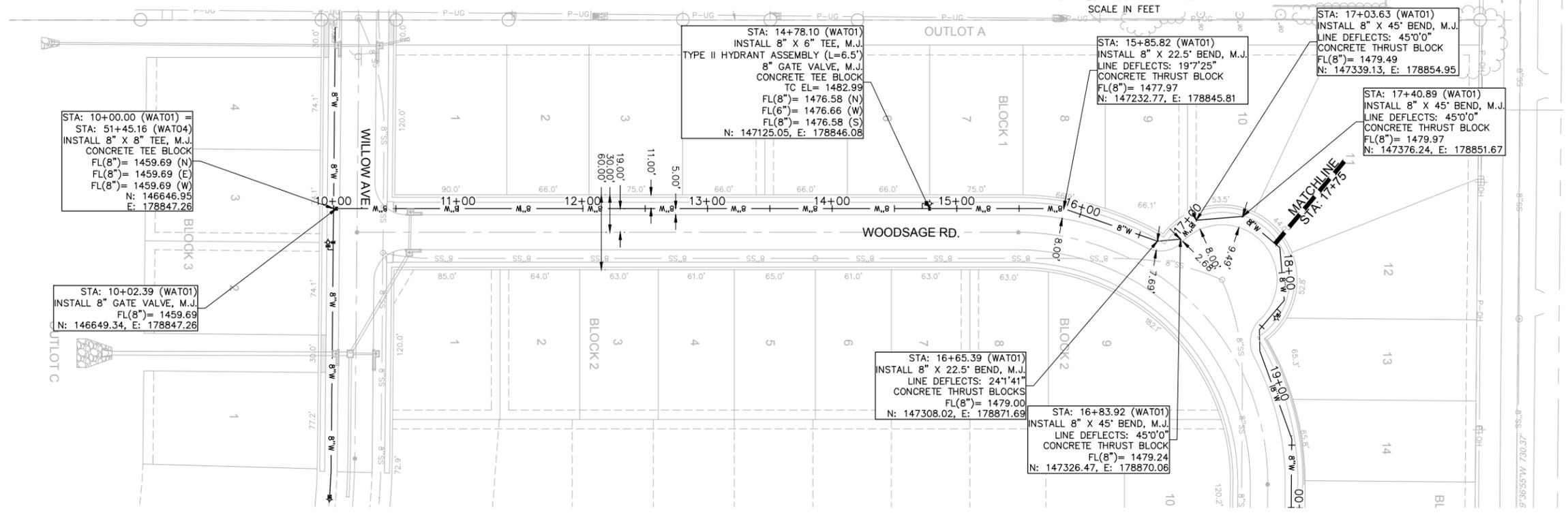
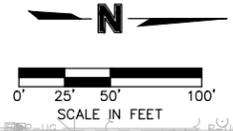
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 checked by: EAP
 approved by: BDB
 QA/QC by: BPB
 project no.: 021-04805
 drawing no.:
 date: 06.09.2022

SHEET
 7 of 20

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PRAIRIE VIEW ADDITION PUBLIC WATER MAIN PLAN AND PROFILE



STA: 10+00.00 (WAT01) =
 STA: 51+45.16 (WAT04)
 INSTALL 8" X 8" TEE, M.J.
 CONCRETE TEE BLOCK
 FL(8")= 1459.69 (N)
 FL(8")= 1459.69 (E)
 FL(8")= 1459.69 (W)
 N: 146646.95
 E: 178847.26

STA: 10+02.39 (WAT01)
 INSTALL 8" GATE VALVE, M.J.
 FL(8")= 1459.69
 N: 146649.34, E: 178847.26

STA: 14+78.10 (WAT01)
 INSTALL 8" X 6" TEE, M.J.
 TYPE II HYDRANT ASSEMBLY (L=6.5')
 8" GATE VALVE, M.J.
 CONCRETE TEE BLOCK
 TC EL= 1482.99
 FL(8")= 1476.58 (N)
 FL(6")= 1476.66 (W)
 FL(8")= 1476.58 (S)
 N: 147125.05, E: 178846.08

STA: 15+85.82 (WAT01)
 INSTALL 8" X 22.5' BEND, M.J.
 LINE DEFLECTS: 19'7.25"
 CONCRETE THRUST BLOCK
 FL(8")= 1477.97
 N: 147232.77, E: 178845.81

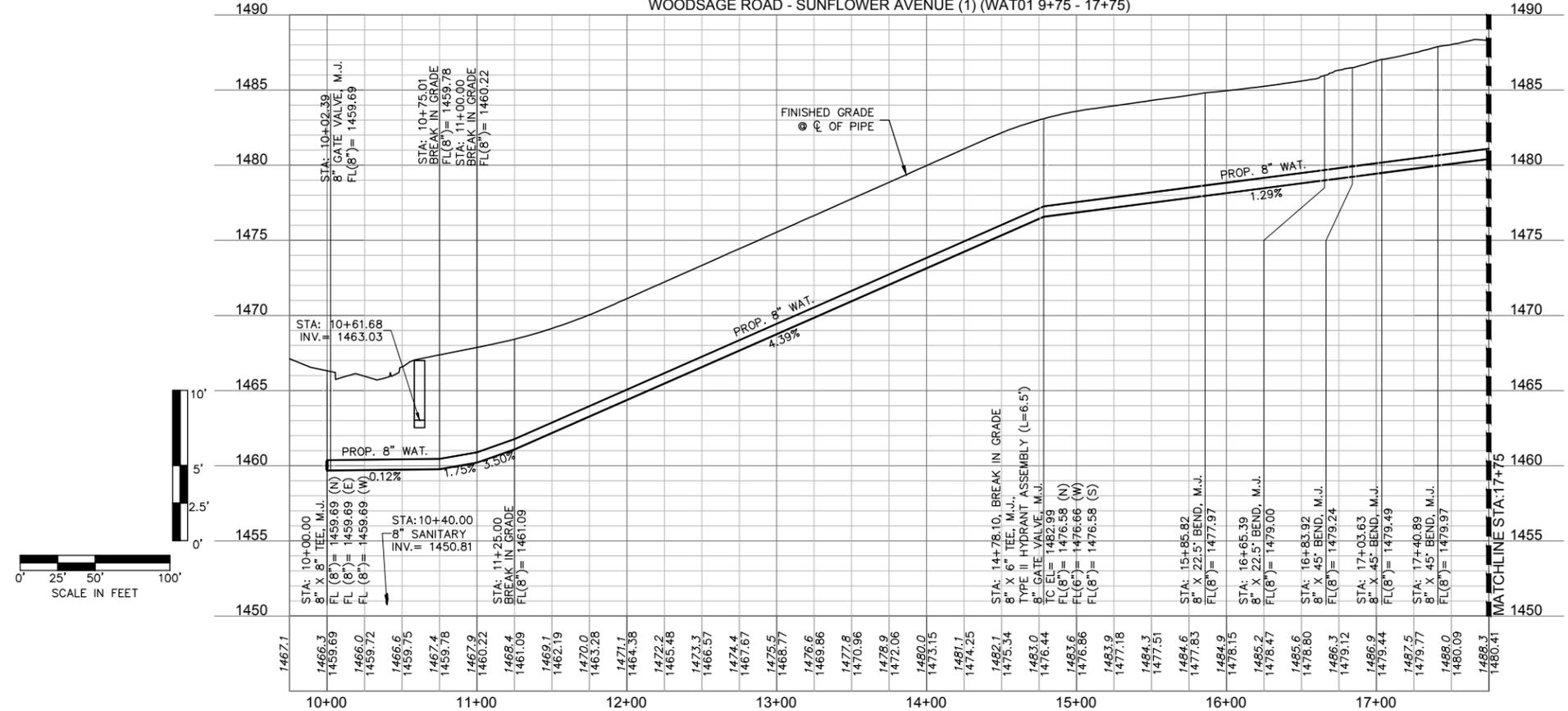
STA: 17+03.63 (WAT01)
 INSTALL 8" X 45' BEND, M.J.
 LINE DEFLECTS: 45'0"0"
 CONCRETE THRUST BLOCK
 FL(8")= 1479.49
 N: 147339.13, E: 178854.95

STA: 17+40.89 (WAT01)
 INSTALL 8" X 45' BEND, M.J.
 LINE DEFLECTS: 45'0"0"
 CONCRETE THRUST BLOCK
 FL(8")= 1479.97
 N: 147376.24, E: 178851.67

STA: 16+65.39 (WAT01)
 INSTALL 8" X 22.5' BEND, M.J.
 LINE DEFLECTS: 24'1.41"
 CONCRETE THRUST BLOCKS
 FL(8")= 1479.00
 N: 147308.02, E: 178871.69

STA: 16+83.92 (WAT01)
 INSTALL 8" X 45' BEND, M.J.
 LINE DEFLECTS: 45'0"0"
 CONCRETE THRUST BLOCK
 FL(8")= 1479.24
 N: 147326.47, E: 178870.06

WOODSAGE ROAD - SUNFLOWER AVENUE (1) (WAT01 9+75 - 17+75)



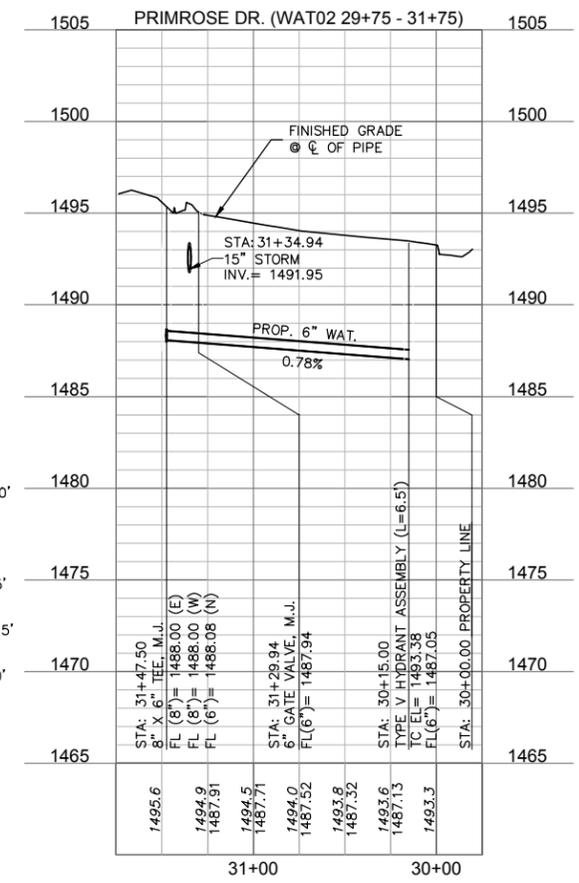
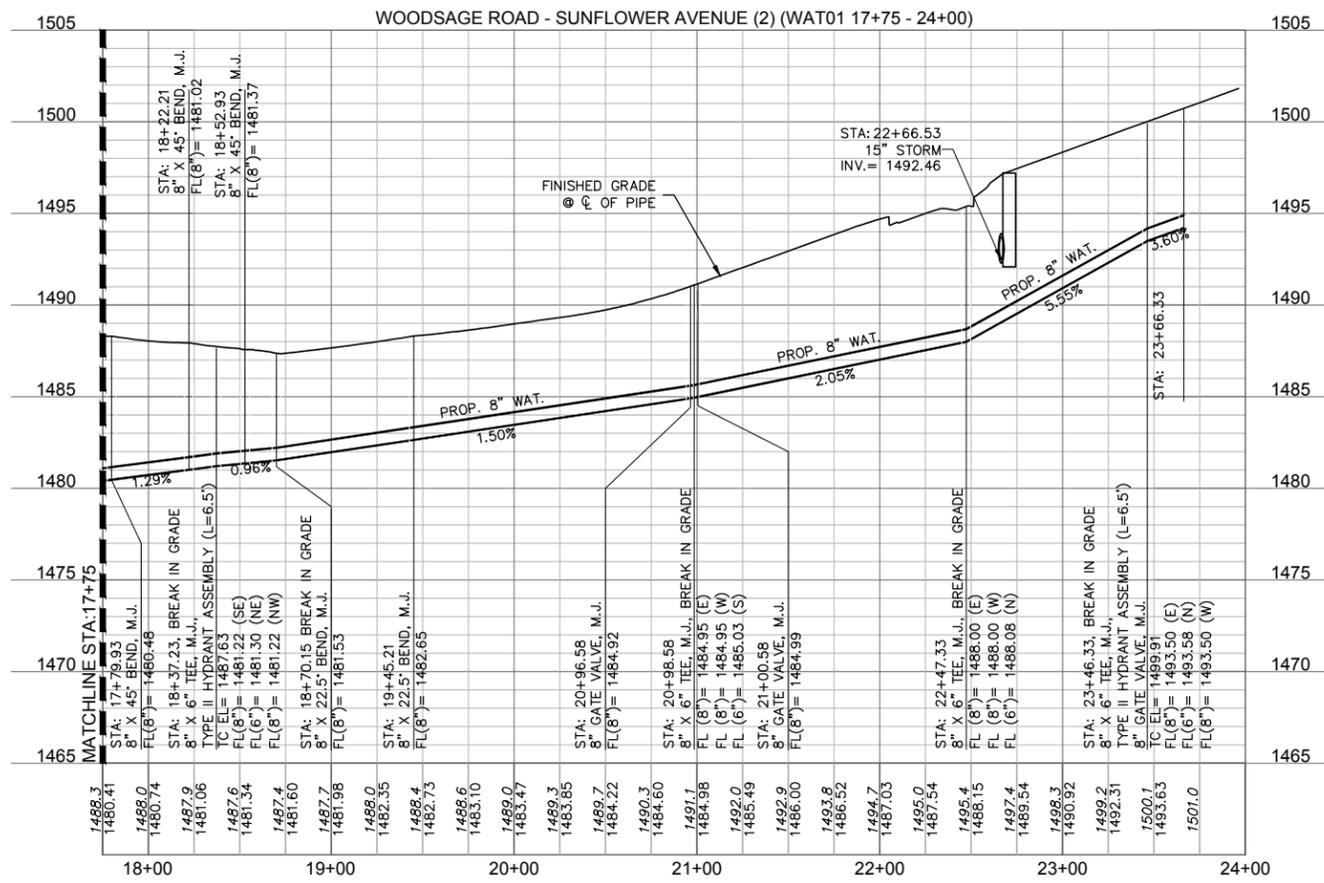
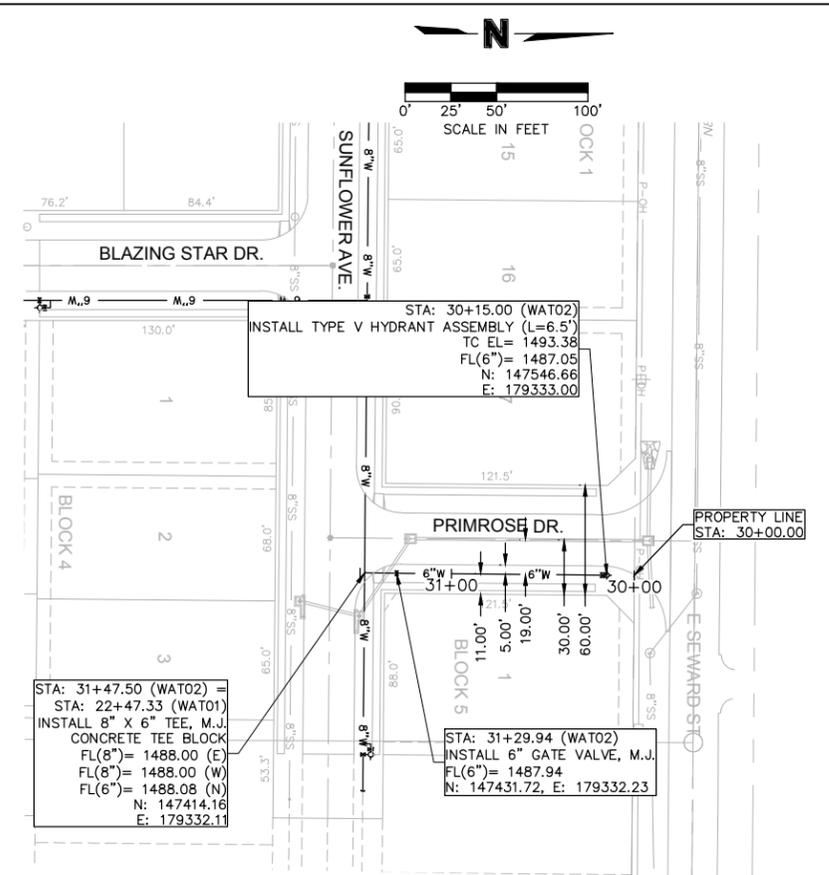
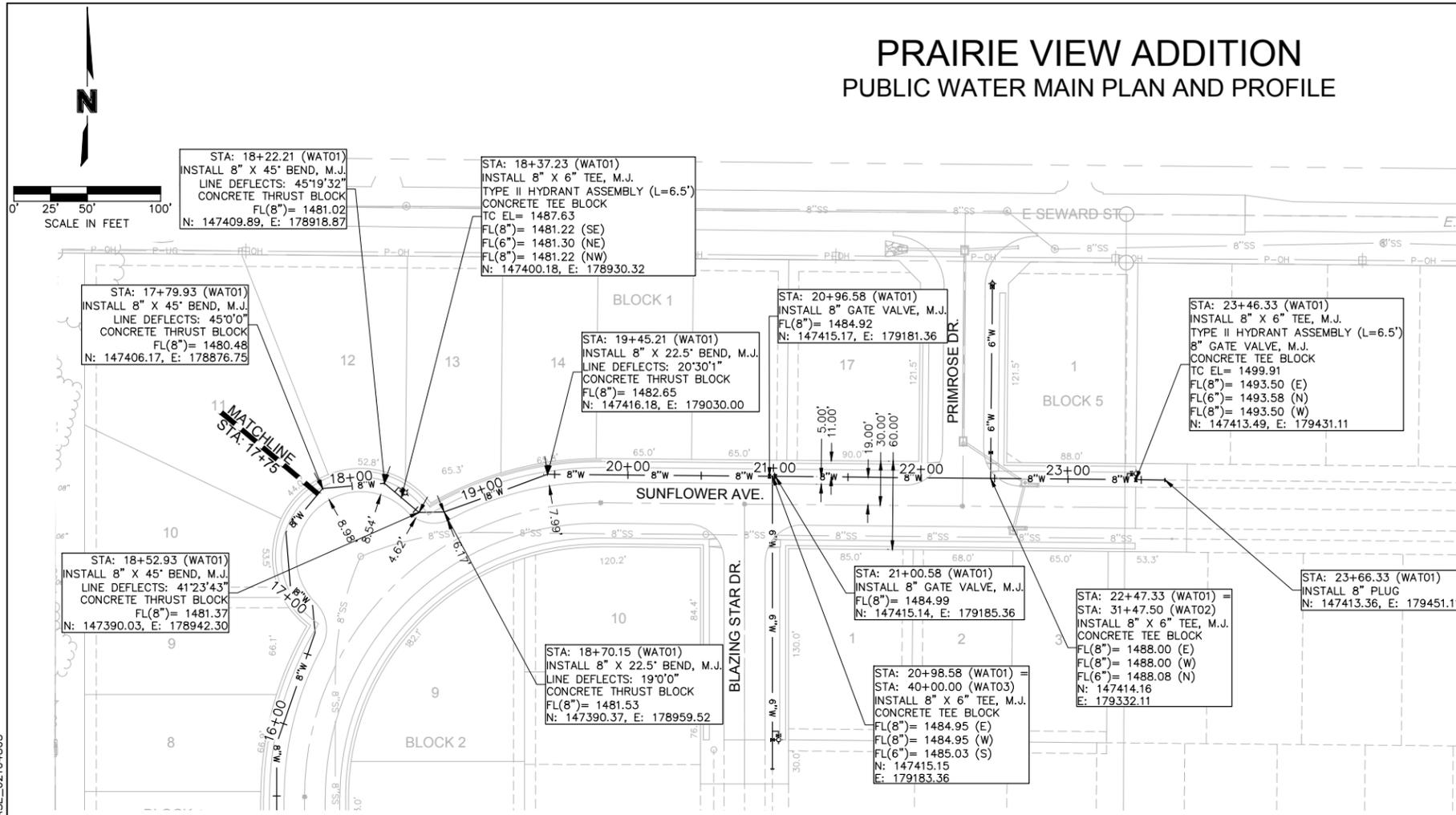
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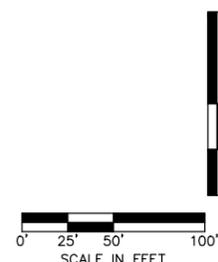
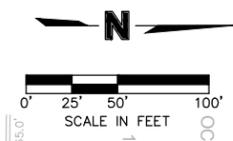
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PRAIRIE VIEW ADDITION PUBLIC WATER MAIN PLAN AND PROFILE



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PUBLIC WATER MAIN PLAN AND PROFILE

PRAIRIE VIEW ADDITION

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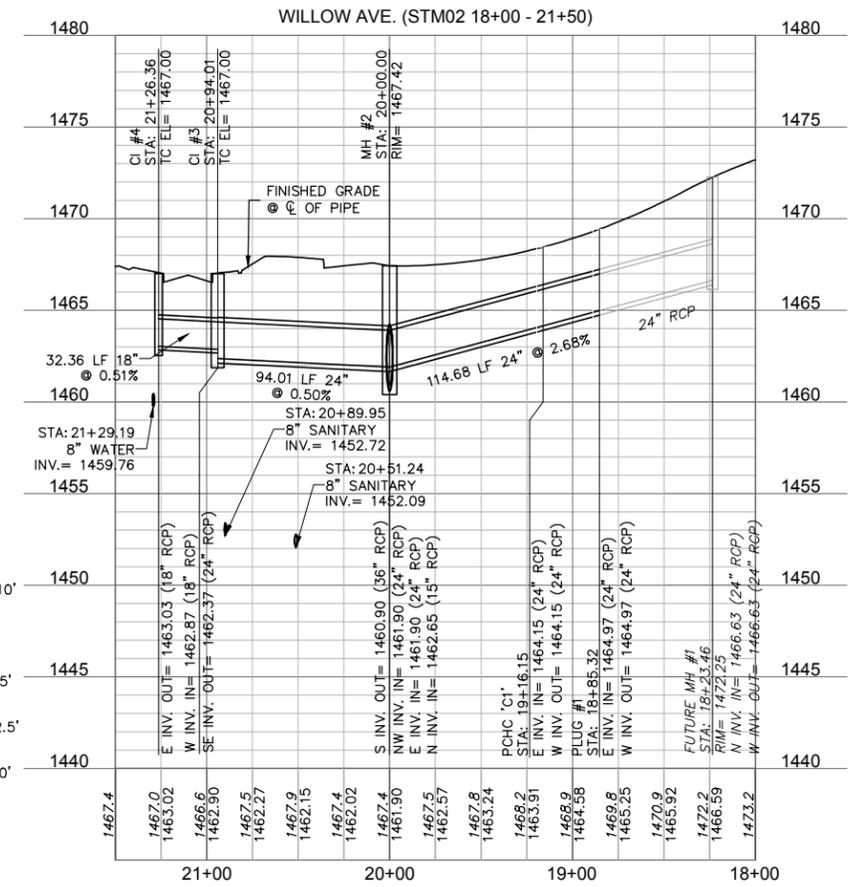
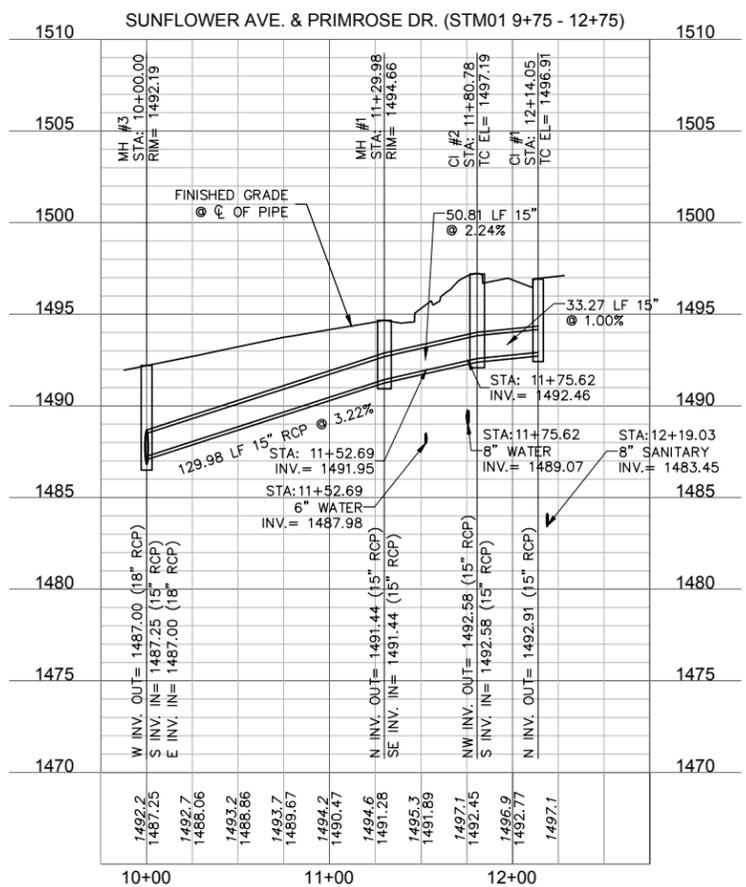
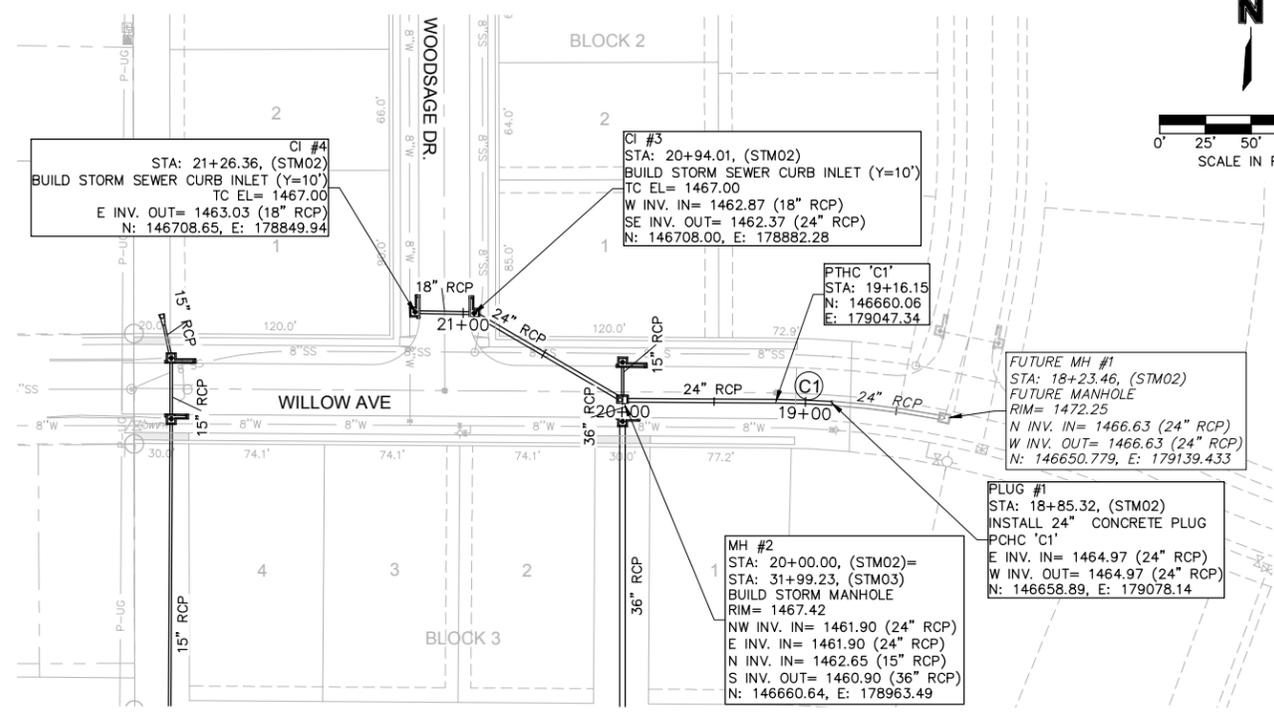
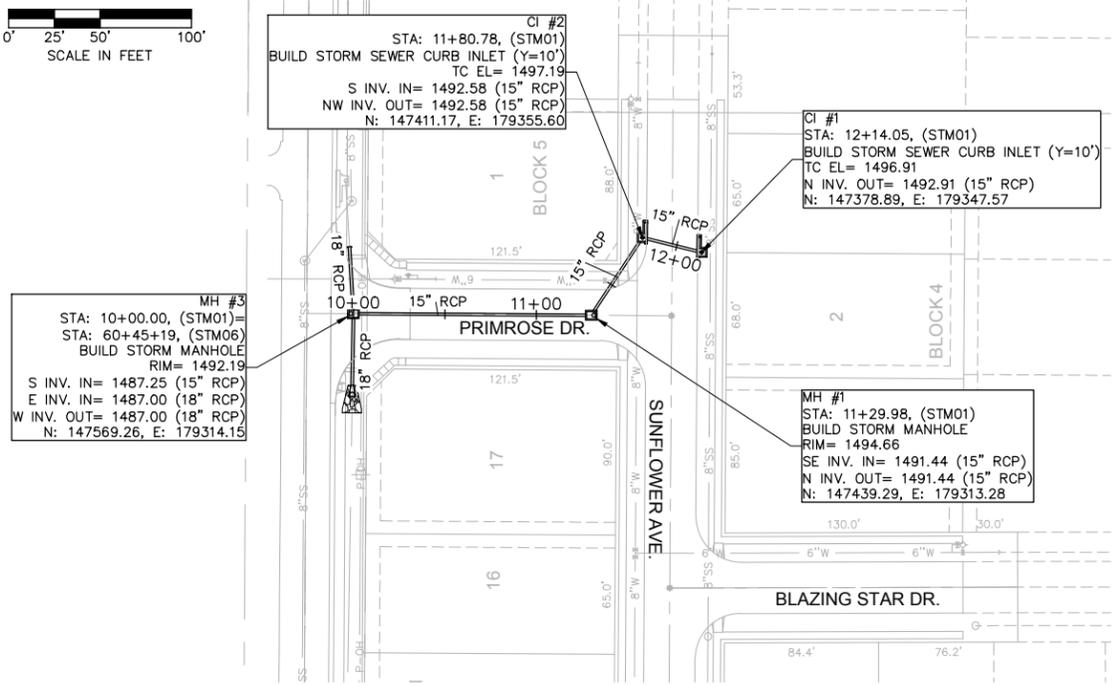
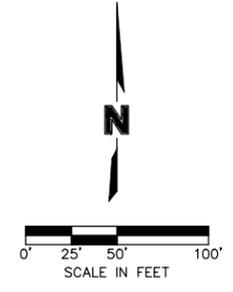
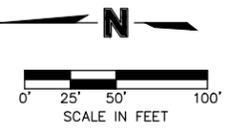
SEWARD, NEBRASKA

2022

drawn by: _____ checked by: EAP approved by: BDB QA/QC by: BPB project no.: 021-04805 drawing no.: _____ date: 06.09.2022	SHEET 9 of 20
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PRAIRIE VIEW ADDITION PUBLIC STORM SEWER PLAN AND PROFILE

CURVE TABLE					
CURVE ID	RADIUS	DELTA	LENGTH	CHORD LENGTH	TANGENT LENGTH
C1	495.50'	3'33"52"	30.83'	30.82'	15.42'



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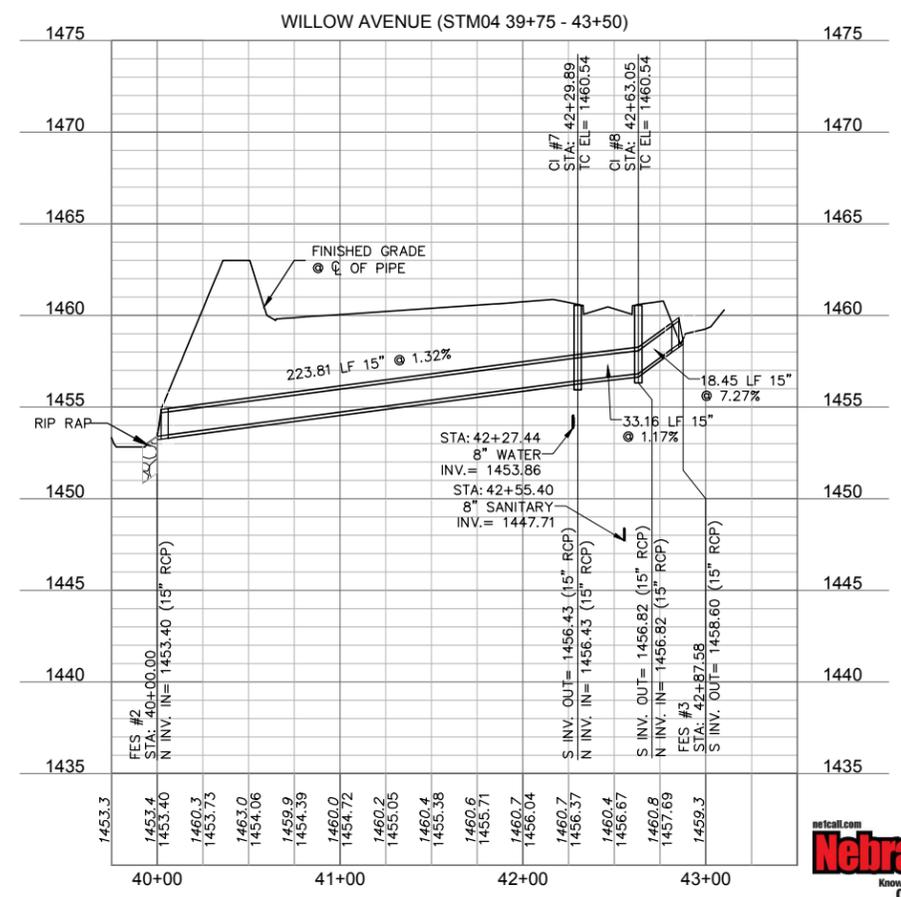
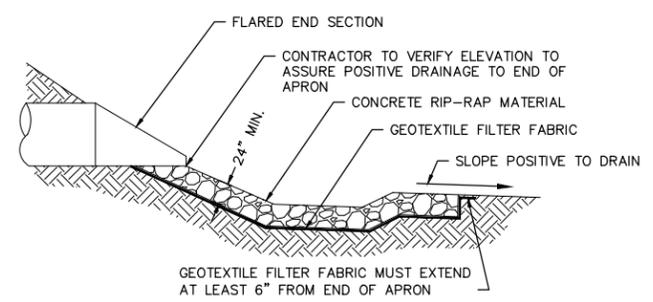
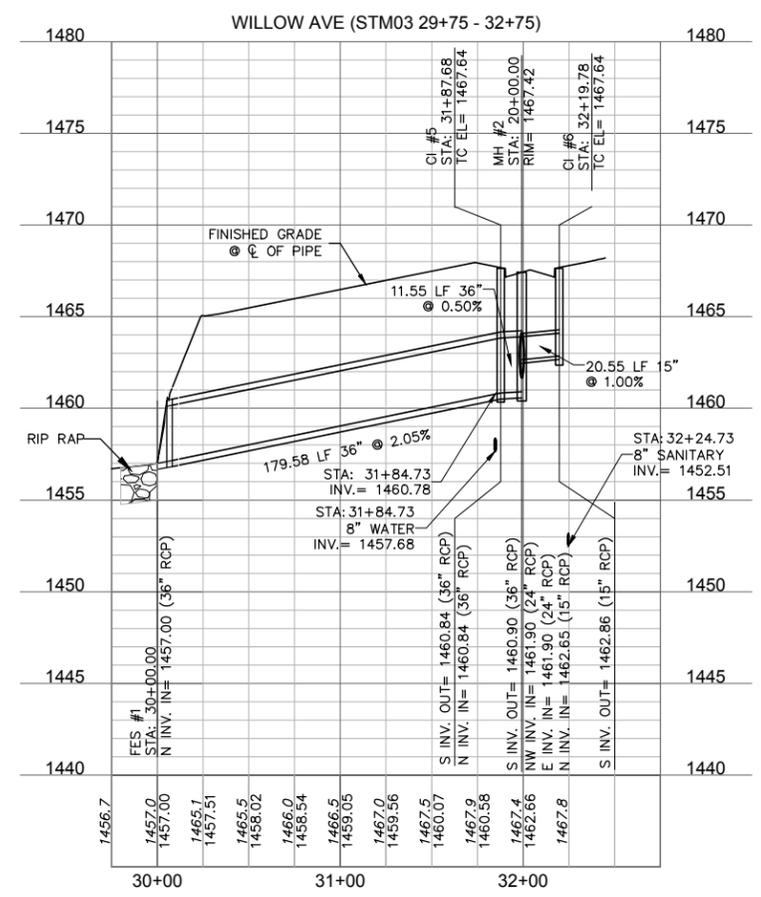
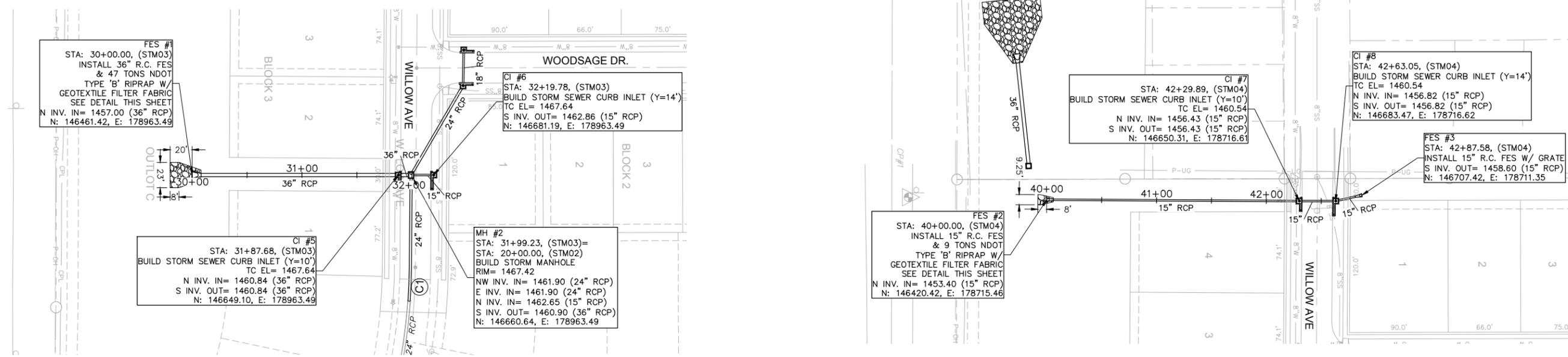
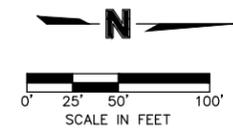
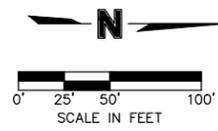
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PUBLIC STORM SEWER PLAN AND PROFILE
 PRAIRIE VIEW ADDITION
 PUBLIC IMPROVEMENTS
 SEWARD, NEBRASKA
 2022

drawn by: KRT
 checked by: EAP
 approved by: BDB
 QA/QC by: BPB
 project no.: 021-04805
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PRAIRIE VIEW ADDITION PUBLIC STORM SEWER PLAN AND PROFILE



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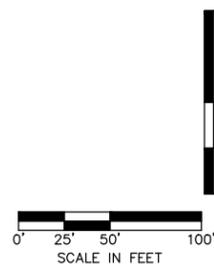
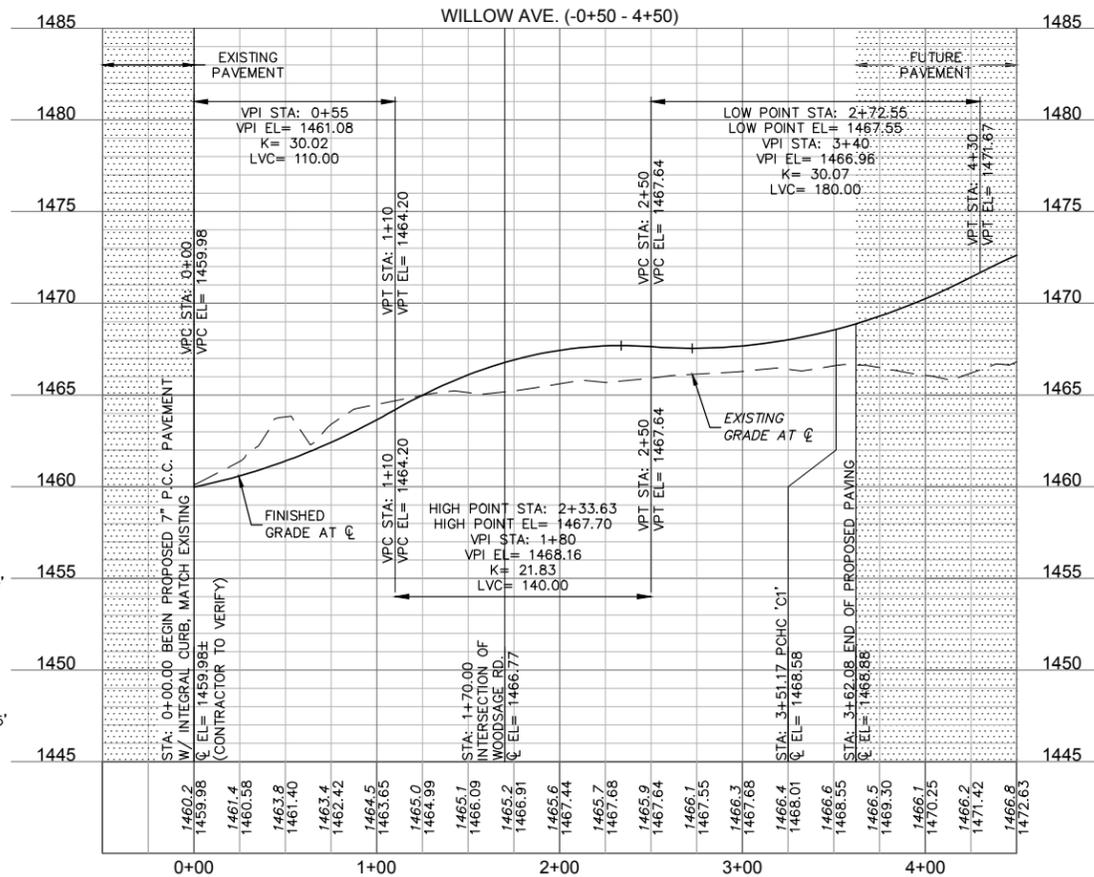
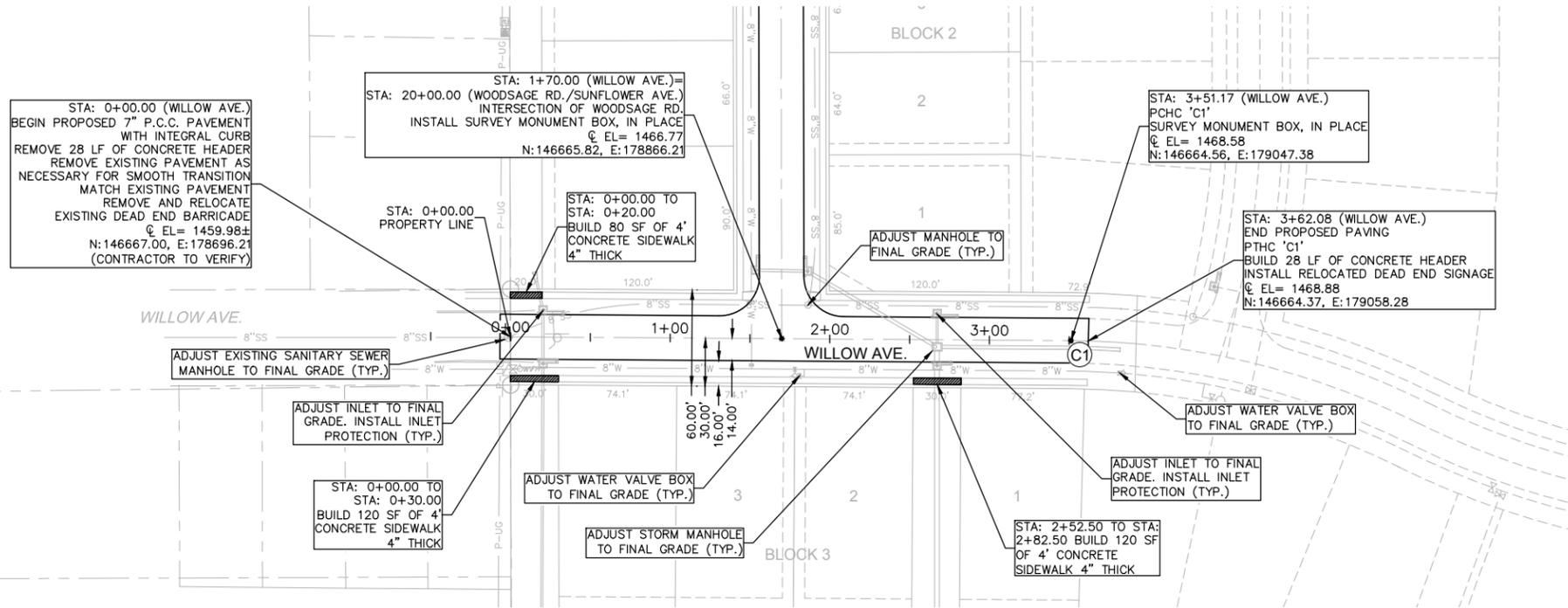
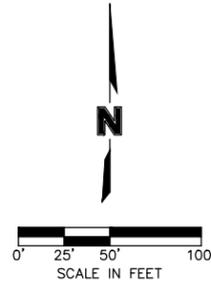
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 QA/QC by: BPB
 project no.: 021-04805
 drawing no.:
 date: 06.09.2022

CURVE TABLE					
CURVE ID	RADIUS	DELTA	LENGTH	CHORD LENGTH	TANGENT LENGTH
C1	500.00'	114°59"	10.91'	10.91'	5.45'

PRAIRIE VIEW ADDITION PUBLIC PAVING PLAN AND PROFILE



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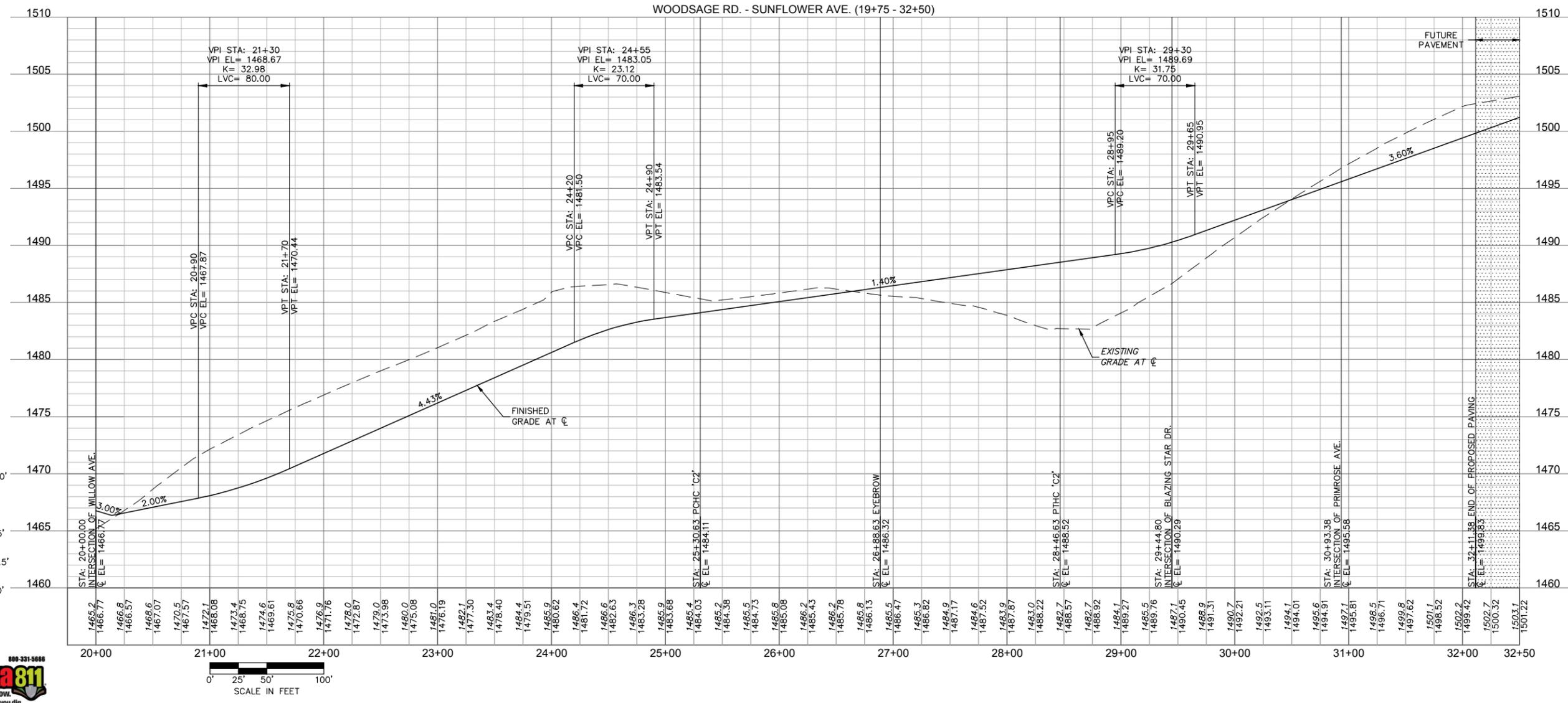
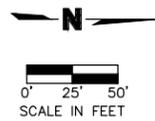
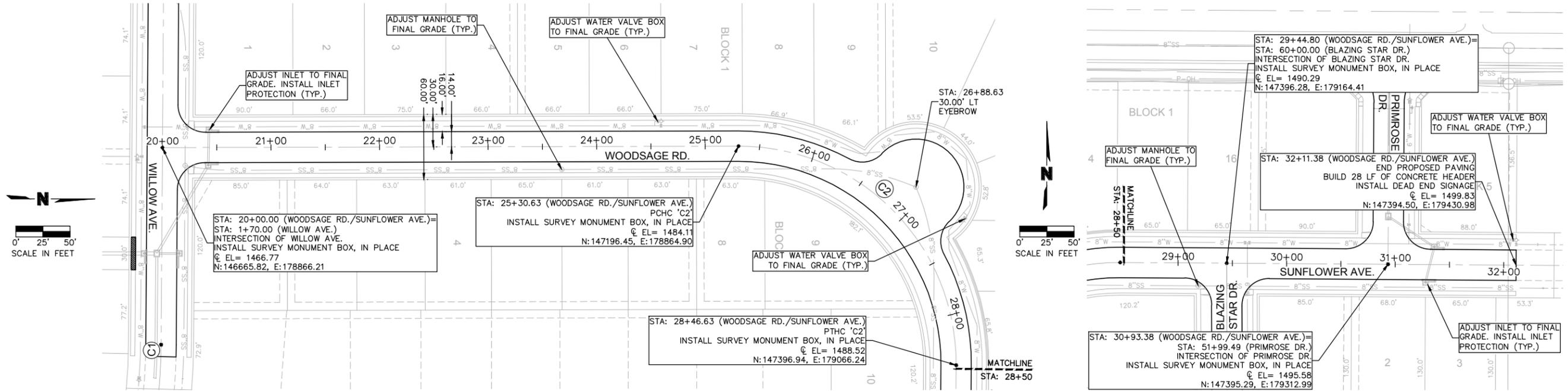
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PUBLIC PAVING PLAN AND PROFILE		2022
PRAIRIE VIEW ADDITION PUBLIC IMPROVEMENTS		
SEWARD, NEBRASKA		

drawn by: KRT
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 approved by: BDB
 QA/QC by: BPB
 project no.: 021-04805
 drawing no.:
 date: 06.09.2022

CURVE TABLE				
CURVE ID	RADIUS	DELTA	LENGTH	TANGENT LENGTH
C2	200.00'	90°31'35"	316.00'	284.14'

PRAIRIE VIEW ADDITION PUBLIC PAVING PLAN AND PROFILE



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PUBLIC PAVING PLAN AND PROFILE

**PRAIRIE VIEW ADDITION
PUBLIC IMPROVEMENTS**

SEWARD, NEBRASKA

2022

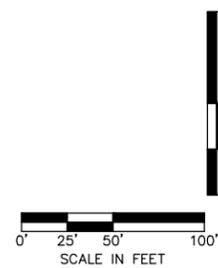
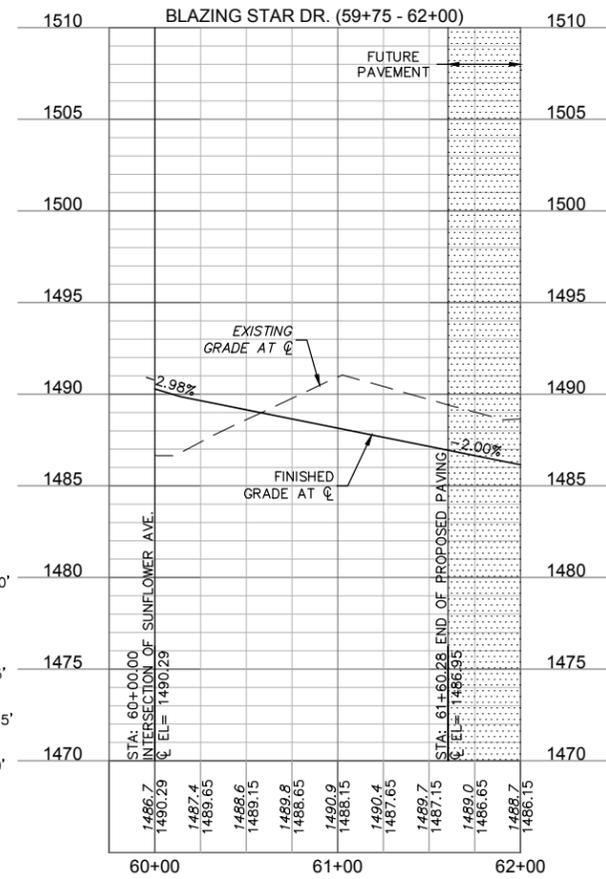
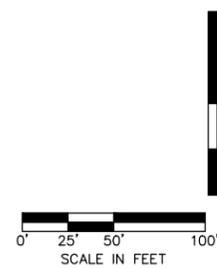
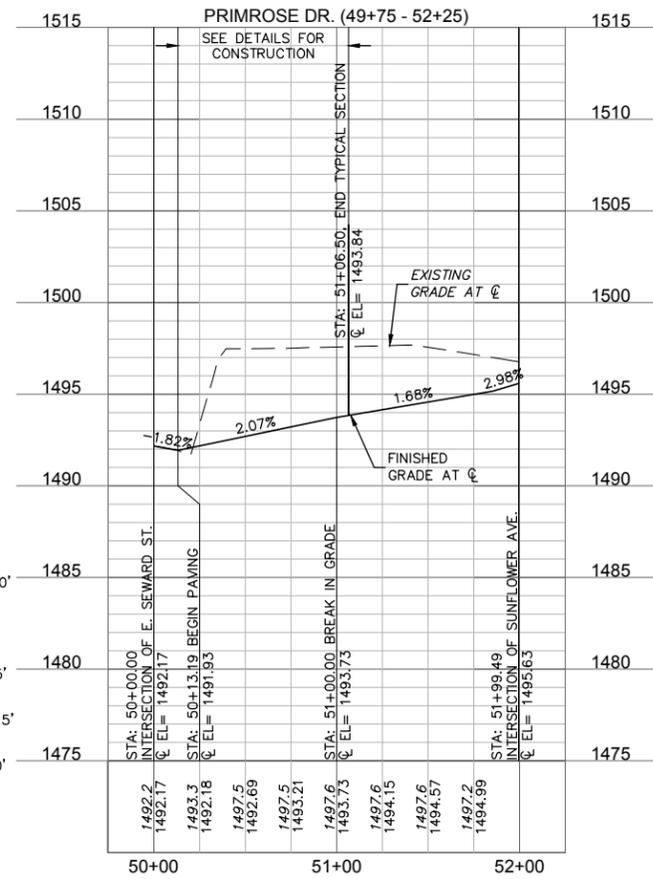
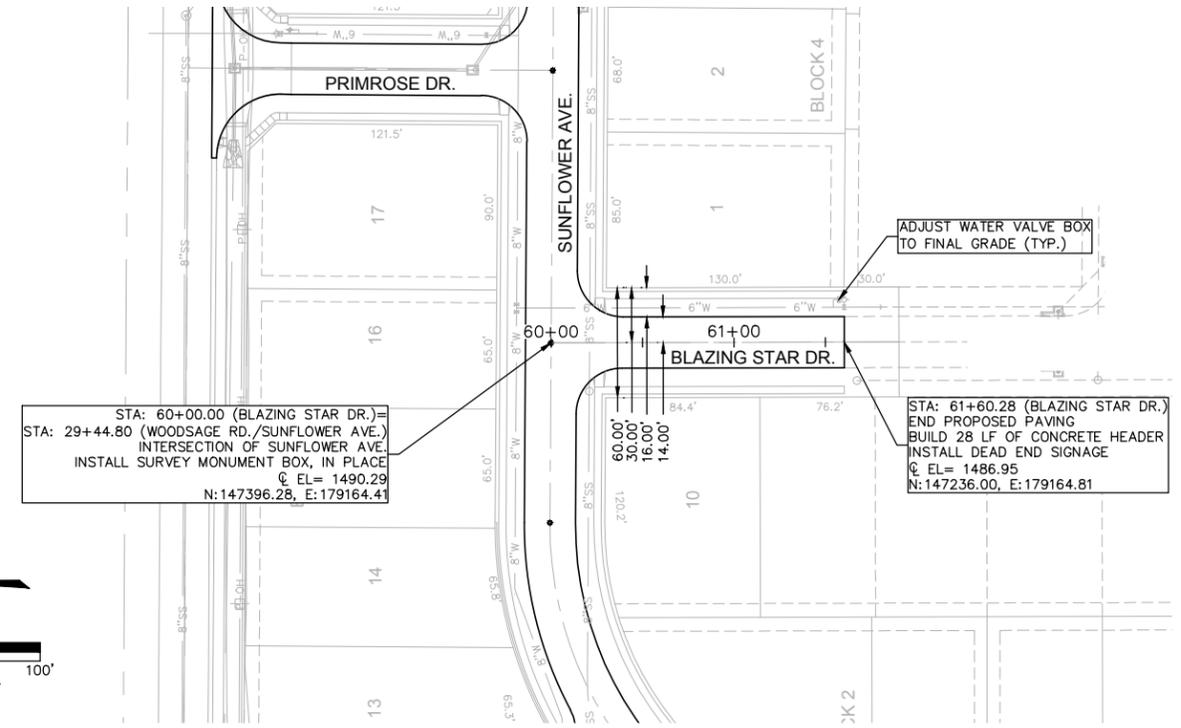
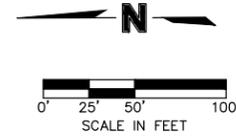
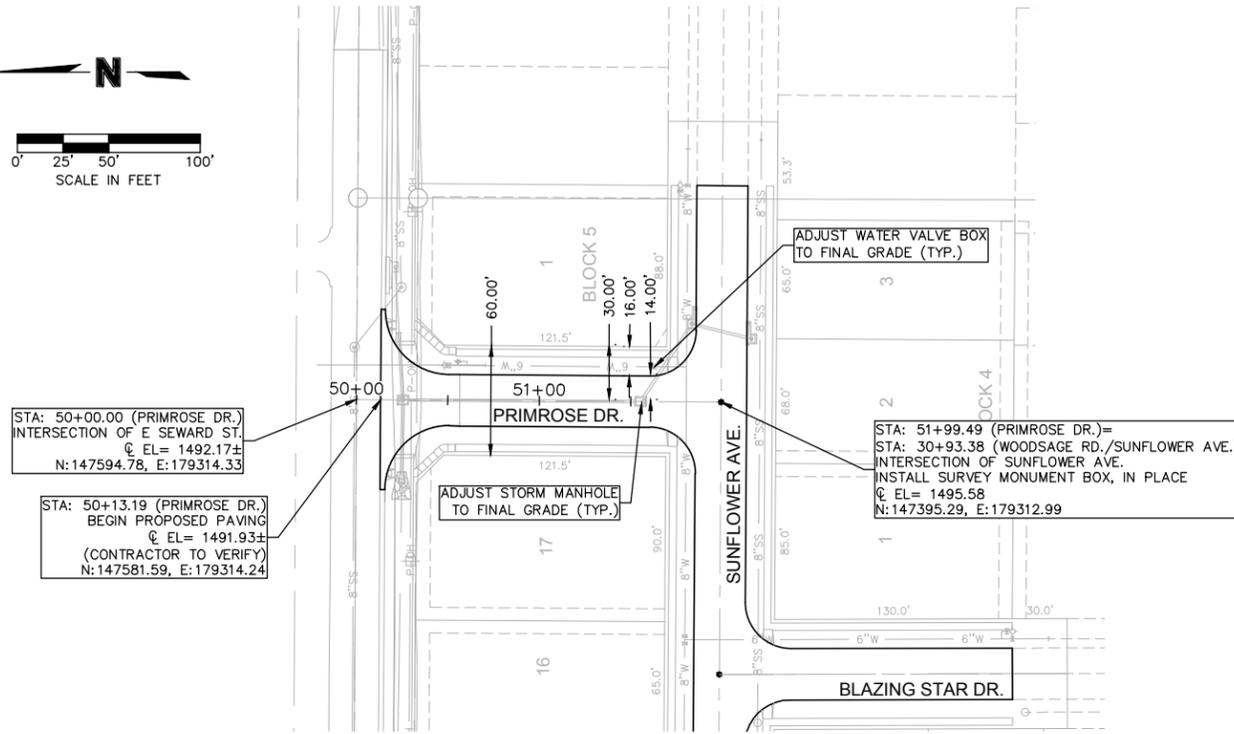
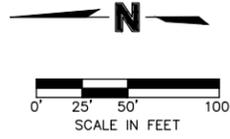
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approved by: BDB
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drawing no.:
date: 06.09.2022

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PRAIRIE VIEW ADDITION PUBLIC PAVING PLAN AND PROFILE



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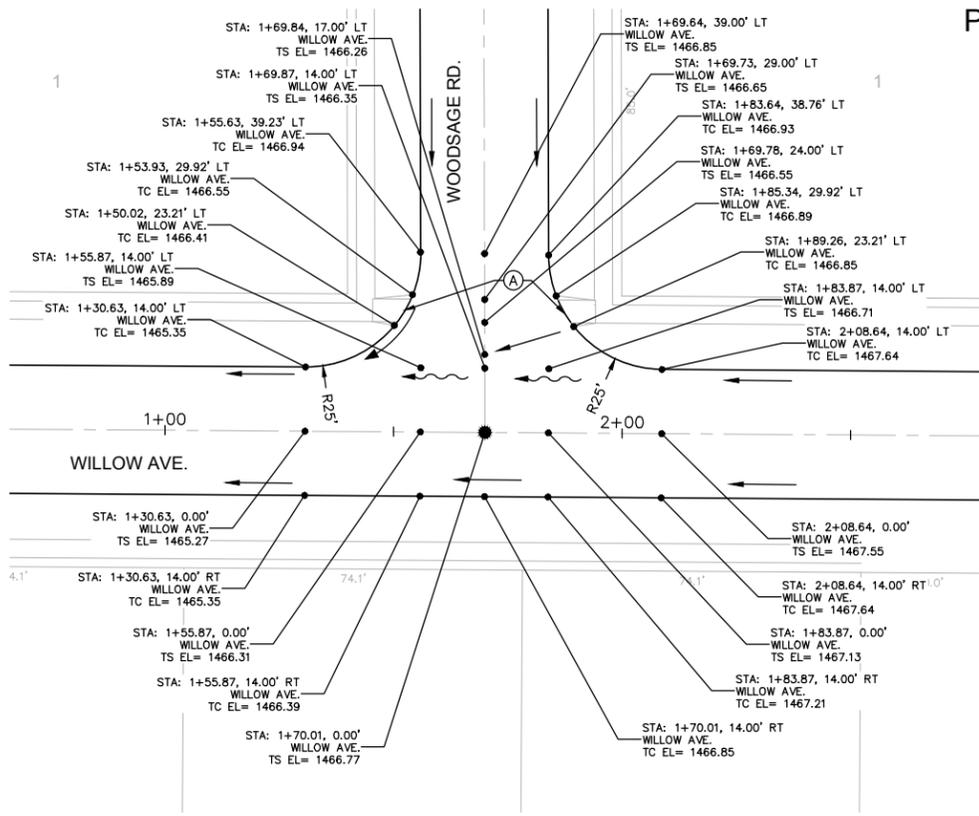
PUBLIC PAVING PLAN AND PROFILE
 PRAIRIE VIEW ADDITION
 PUBLIC IMPROVEMENTS
 SEWARD, NEBRASKA
 2022

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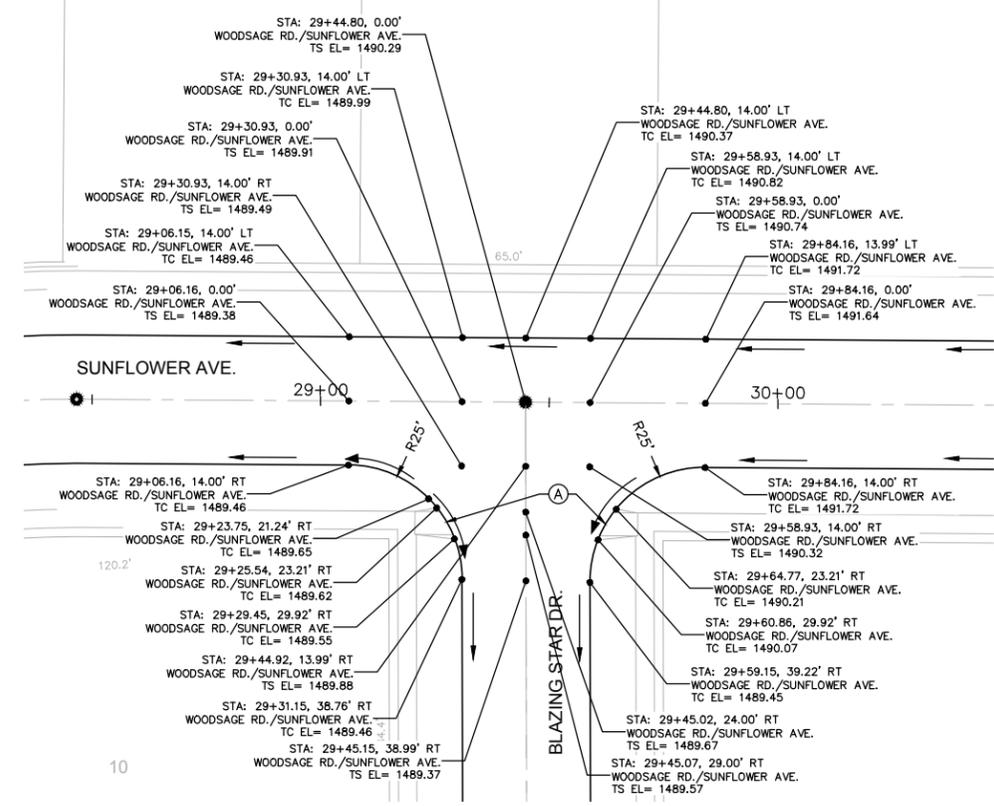
PRAIRIE VIEW ADDITION PUBLIC PAVING INTERSECTION DETAILS

NOTE: CONTRACTOR TO ENSURE ALL SIDEWALKS, SIDEWALK RAMP, PROPOSED SIDEWALK RAMP CURB DROPS, AND PROPOSED SIDEWALK STREET CROSSINGS ARE BUILT TO MEET OR EXCEED ALL APPLICABLE ADA STANDARDS AND SPECIFICATION.

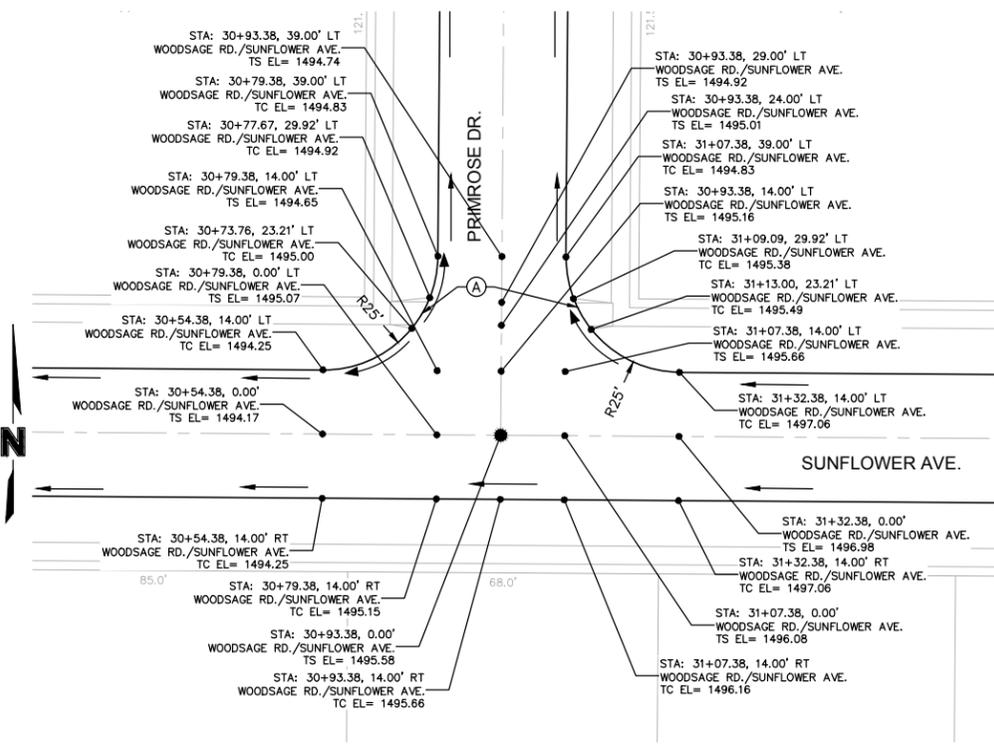
(A) DROP CURB FOR FUT. ADA SWLK RAMP.



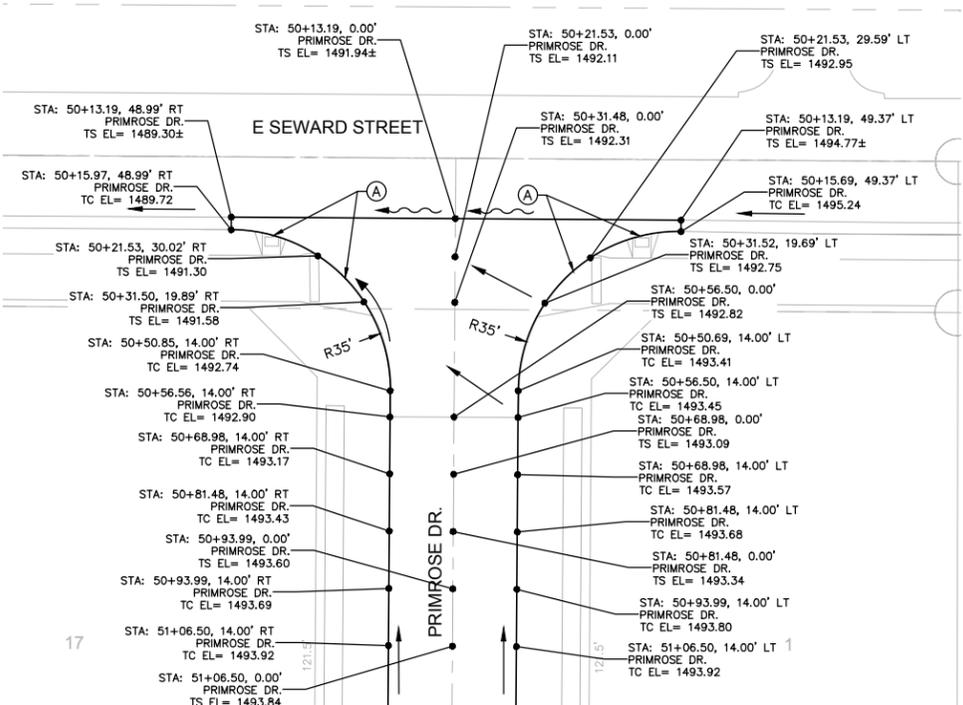
WILLOW AVENUE & WOODSAGE ROAD
SCALE IN FEET



SUNFLOWER AVENUE & BLAZING STAR DRIVE
SCALE IN FEET



SUNFLOWER AVENUE & PRIMROSE DRIVE
SCALE IN FEET



E SEWARD STREET & PRIMROSE DRIVE
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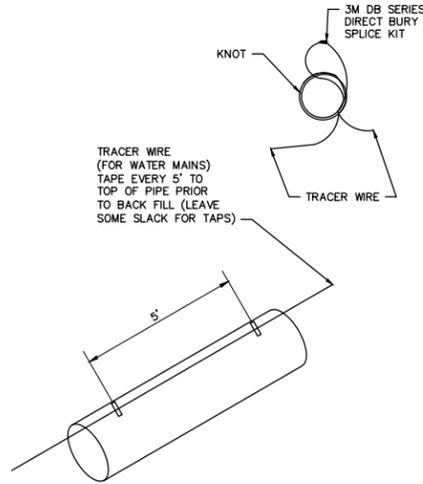
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PUBLIC PAVING INTERSECTION DETAILS
PRAIRIE VIEW ADDITION
PUBLIC IMPROVEMENTS
SEWARD, NEBRASKA

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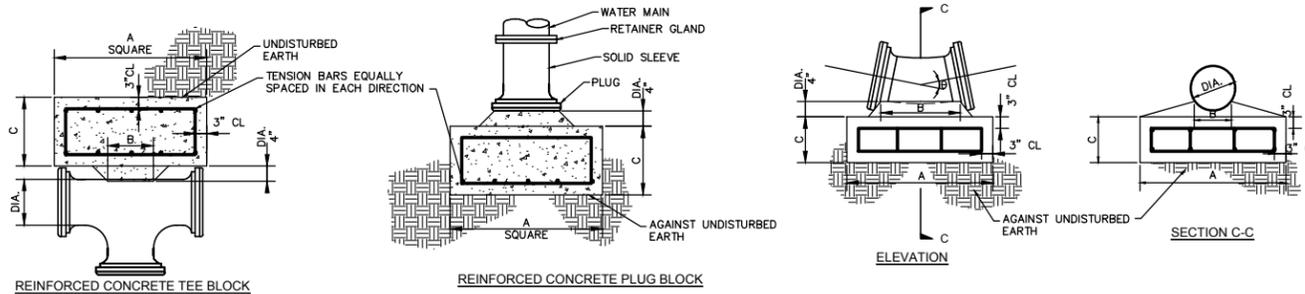
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TRACER WIRE
 (FOR WATER MAINS)
 TAPE EVERY 5' TO
 TOP OF PIPE PRIOR
 TO BACK FILL (LEAVE
 SOME SLACK FOR TAPS)

TRACER WIRE LOCATION FOR TRENCHED WATER MAINS



REINFORCED CONCRETE TEE BLOCK REINFORCED CONCRETE PLUG BLOCK REINFORCED CONCRETE THRUST BLOCKS

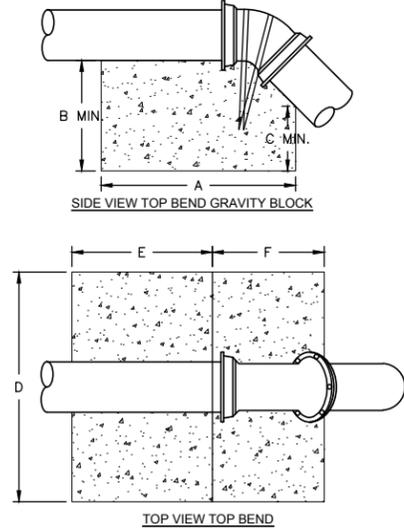
REINFORCED CONCRETE TEE & PLUG THRUST BLOCKS
 NOT TO SCALE

R.C. TEE BLOCK & PLUG BLOCK						
DIA.	A	B	C	ROUND BAR SIZE	# OF BARS EACH WAY	CONC. CU. FEET
6"	1'-9"	0'-8"	0'-8"	-	-	0.1
8"	2'-3"	0'-9"	0'-9"	-	-	0.2

$\theta = 11 \frac{1}{4}^\circ$							$\theta = 22 \frac{1}{2}^\circ$						
DIA.	A	B	C	ROUND BAR SIZE	# OF BARS EACH WAY	CONC. CU. FEET	DIA.	A	B	C	ROUND BAR SIZE	# OF BARS EACH WAY	CONC. CU. FEET
6"	1'-3"	0'-9"	-	-	-	0.1	6"	1'-6"	0'-9"	1'-0"	-	-	0.1
8"	1'-6"	1'-0"	-	-	-	0.1	8"	1'-6"	1'-0"	1'-0"	-	-	0.1

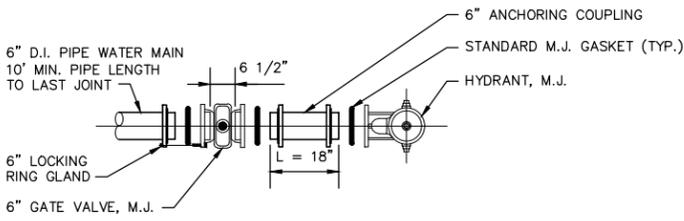
$\theta = 45^\circ$							$\theta = 90^\circ$						
DIA.	A	B	C	ROUND BAR SIZE	# OF BARS EACH WAY	CONC. CU. FEET	DIA.	A	B	C	ROUND BAR SIZE	# OF BARS EACH WAY	CONC. CU. FEET
6"	1'-9"	1'-0"	1'-0"	-	-	0.2	6"	2'-3"	1'-0"	1'-0"	-	-	0.2
8"	2'-3"	1'-0"	1'-0"	-	-	0.2	8"	3'-0"	1'-0"	1'-0"	-	-	0.4

- NOTES:
- THRUST BLOCKS TO BE POURED AGAINST UNDISTURBED EARTH.
 - ALL REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO ASTM SERIAL DESIGNATION A-305-507 AND SHALL SATISFY THE BEND TEST REQUIREMENTS FOR STRUCTURAL GRADE STEEL IN ACCORDANCE WITH THE REQUIREMENTS.
 - ALL CONCRETE SHALL BE NDOT CLASS 47B-3,500
 - MINIMUM DEPTH OF EMBEDMENT FOR REINFORCING STEEL TO BE AS NOTED.
 - ALL REINFORCING STEEL SHALL BE EPOXY COATED.

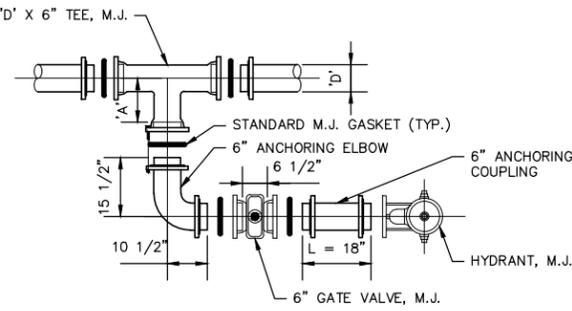


CONCRETE GRAVITY BLOCK

BEND	CONCRETE GRAVITY BLOCK						CONC. CU. FEET	NO.	SIZE	EMBED.
	A	B MIN	C MIN	D	E	F				
6"x22.5"	2'-0"	3'-3"	3'-0"	3'-0"	1'-3"	0'-9"	0.72	2	1"-1/4"	18"
6"x11.25"	1'-6"	1'-0"	1'-6"	1'-6"	1'-6"	1'-6"	0.4	2	1"-1/4"	18"



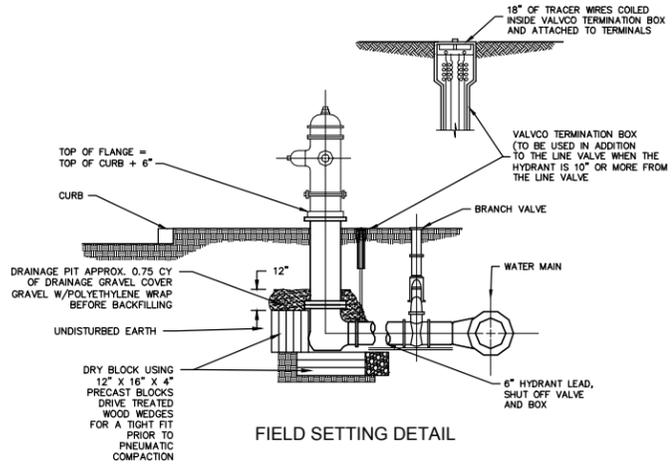
TYPE V



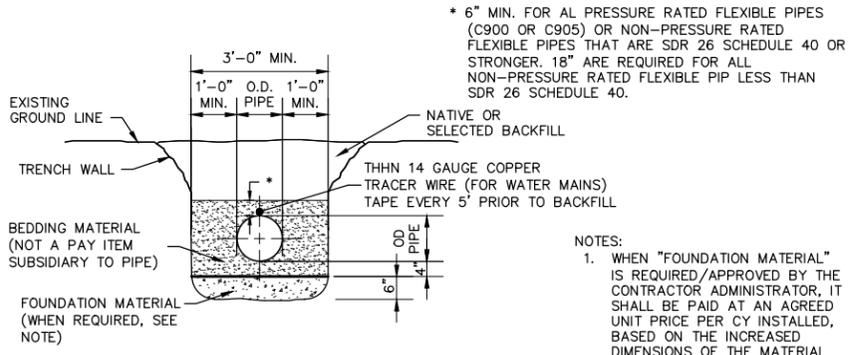
TYPE II

TEE CONNECTION DIMENSIONS			
MAIN RUN SIZE (INCHES) 'D'	BRANCH SIZE (INCHES)	BRANCH LENGTH SWIVEL TEE (INCHES) 'A'	BRANCH LENGTH (INCHES) 'A'
6	6	10.5	8
8	6	11.5	9

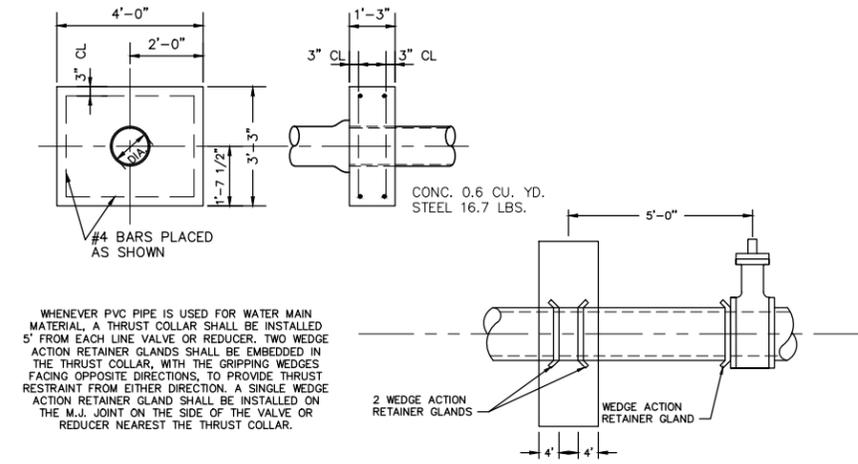
- NOTES:
- ALL ANCHORING COUPLINGS SHALL BE 18" IN LENGTH UNLESS PLANS SHOW OTHERWISE.
 - ALL ANCHORING COUPLINGS AND ANCHORING ELBOWS SHALL BE CAST WITH AN INTEGRAL M.J. GLAND ON ONE END AND A DUCTILE IRON ROTATABLE M.J. GLAND ON THE OTHER END.
 - A LOCKING RING GLAND SHALL BE SUBSTITUTED FOR ONE OF THE STANDARD GLANDS ON THE 6" GATE VALVE FOR THE TYPE V AND TYPE VI INSTALLATIONS.
 - BACKFILL OF HYDRANTS SHALL BE PNEUMATICALLY COMPACTED.



TYPICAL HYDRANT INSTALLATIONS
NOT TO SCALE



PIPE BEDDING AND FOUNDATION MATERIAL FOR ALL PIPE EXCEPT DUCTILE IRON AND REINFORCED CONCRETE.
NOT TO SCALE



THRUST COLLAR FOR PVC PIPE
NOT TO SCALE

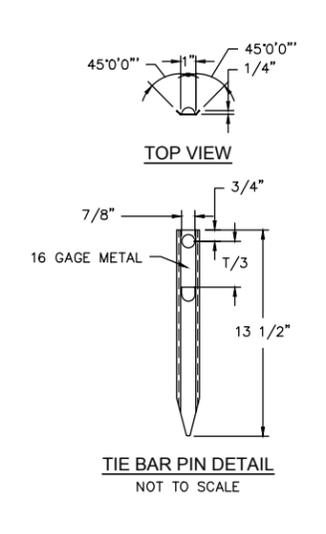
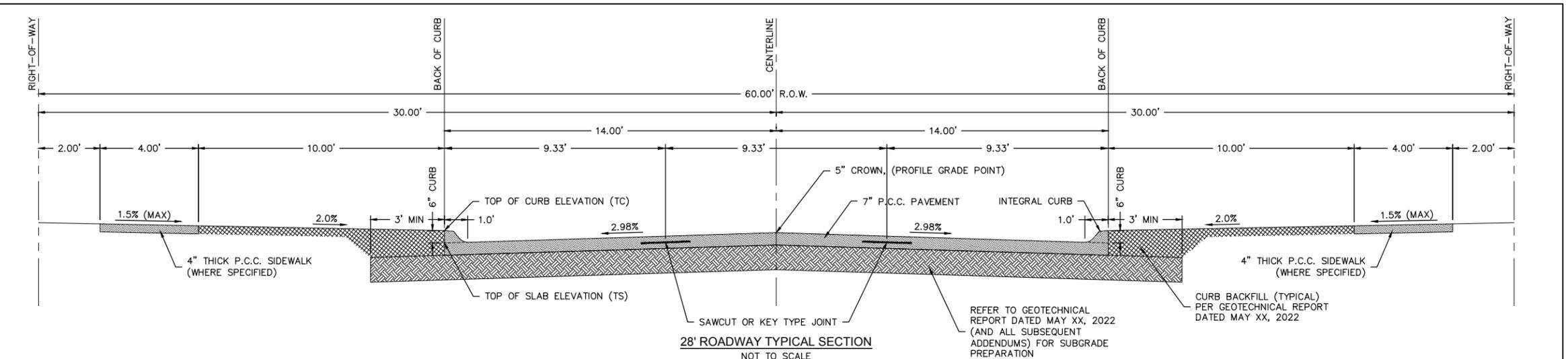
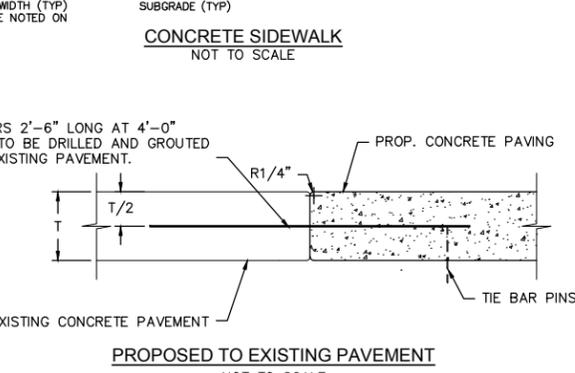
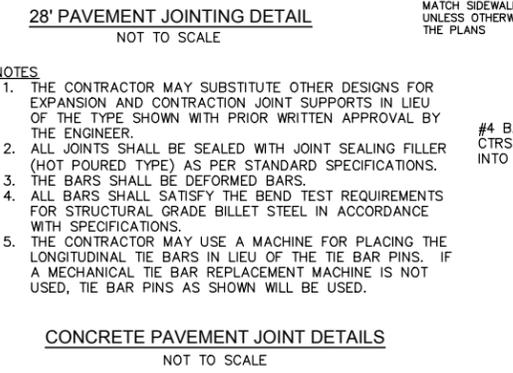
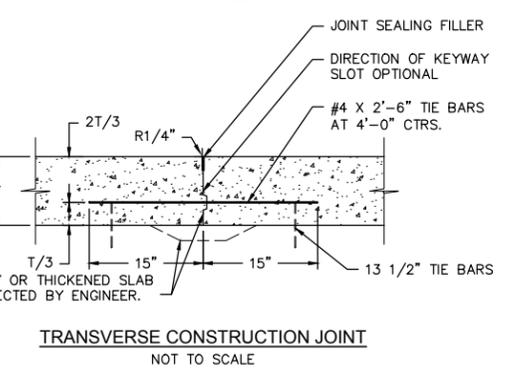
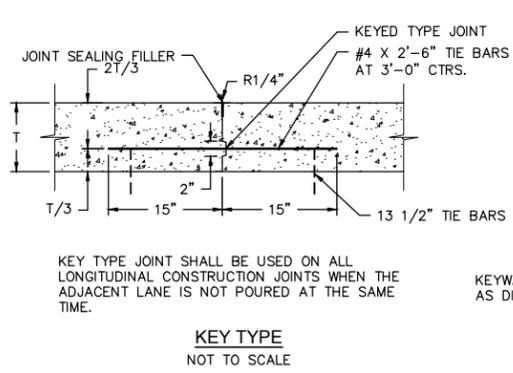
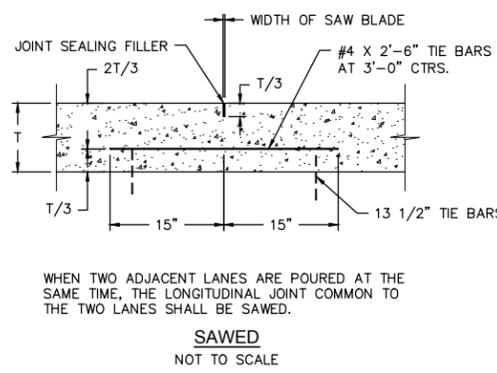
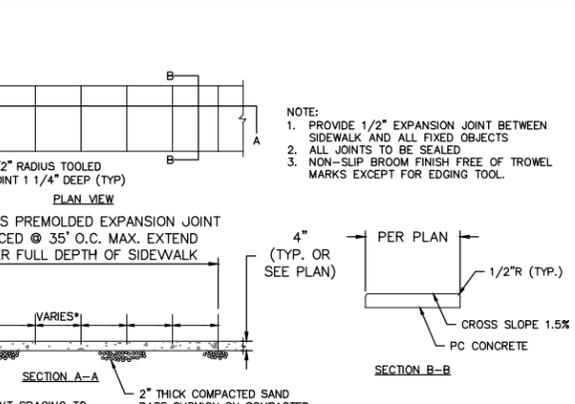
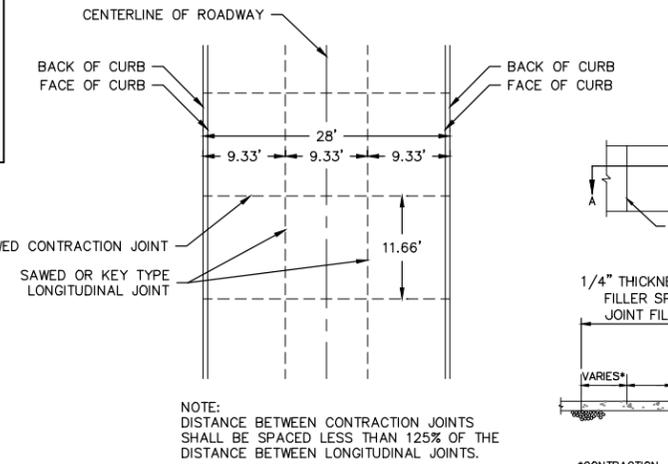
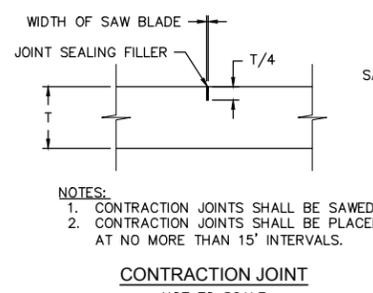
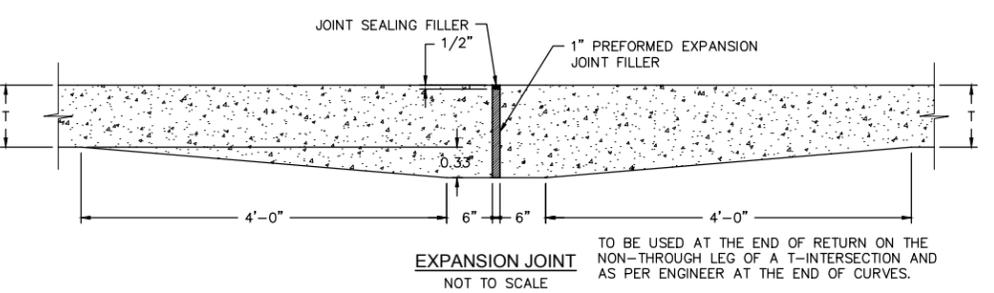
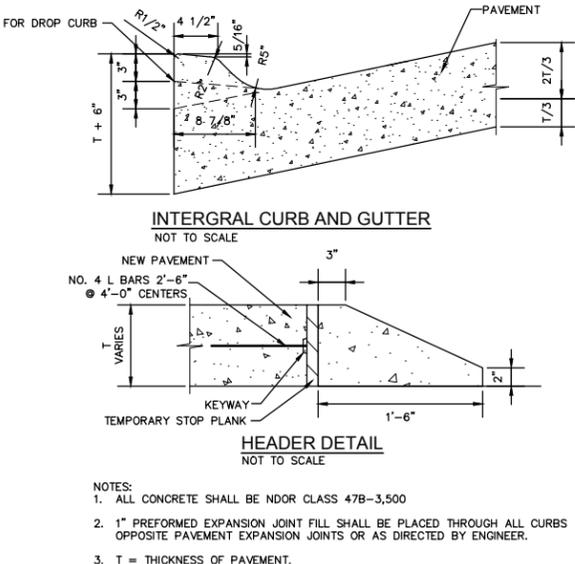
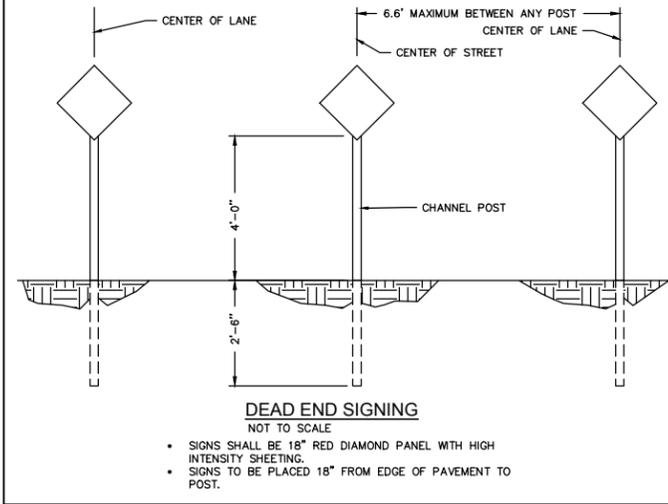
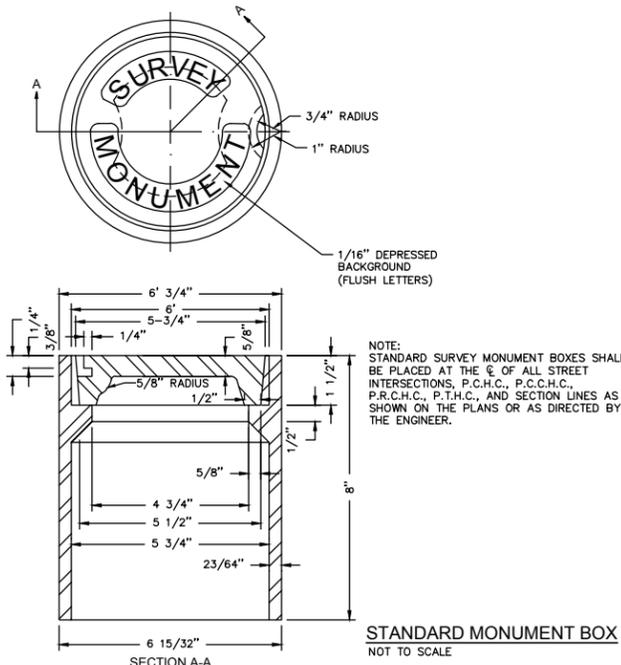
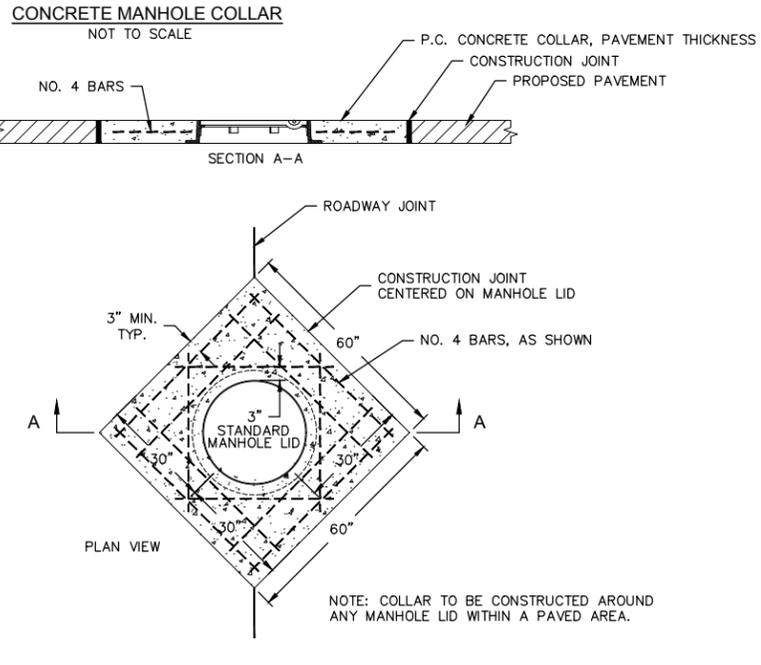
olsson
 601 P Street, Suite 200
 P.O. Box 84608
 Lincoln, NE 68508
 TEL 402.474.6311
 www.olsson.com



REV. NO.	DATE	REVISIONS DESCRIPTION

WATER MAIN DETAIL SHEET
 PRAIRIE VIEW ADDITION
 PUBLIC IMPROVEMENTS
 SEWARD, NEBRASKA
 2022
 drawn by: KRT
 checked by: EAP
 approved by: BDB
 QA/QC by: BPB
 project no.: 021-04805
 drawing no.:
 date: 06.09.2022

DWG: F:\2021\04501-05000\021-04805\40-Design\AutocAD\Final Plans\Sheets\GNCV\C_DTL_02104805.dwg
 DATE: Jun 10, 2022 9:18am
 USER: epotter



DWG: F:\2021\04501-05000\021-04805\40-Design\AutocAD\Final Plans\Sheets\GNCV\C_DTL_02104805.dwg
 DATE: Jun 10, 2022 9:18am
 USER: epotter

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 Lincoln, NE 68508
 TEL 402.474.6311
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PAVING DETAIL SHEET

PRAIRIE VIEW ADDITION
 PUBLIC IMPROVEMENTS

SEWARD, NEBRASKA

REV. NO.	DATE	REVISIONS DESCRIPTION

SHEET 20 of 20

2022

Technical Specifications

Prairie View Addition Seward, Nebraska - 2022

olsson



Olsson Project No. 021-04805

June 2022

601 P Street, Suite 200 • Lincoln, NE 68508 • 402.474.6311 • Fax 402.474.5160

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PRAIRIE VIEW ADDITION
PUBLIC IMPROVEMENTS

SEWARD, NEBRASKA

2022

Mayor

Joshua Eickmeier

City Council

Ellen Beck
Jessica Kolterman
Matt Stryson
Sid Kamprath
John Singleton
Alyssa Hendrix
Jonathon Wilken
Karl Miller

Building/Zoning and Code Enforcement Director

Tim Dworak

Public Properties Director

Bob Core

City Attorney

Kelly Hoffschneider

City Administrator

Greg Butcher

SECTION 01005

ADMINISTRATIVE PROVISIONS

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Work Covered by Contract Documents.
- B. Contract Method.
- C. Work Sequence.
- D. Contractor Use of Premises.
- E. Easements and Rights-of-Way.
- F. Permits.
- G. Schedule of Values.
- H. Applications for Payment.
- I. Coordination.
- J. Lines and Grades.
- K. Preconstruction Conference.
- L. Progress Meetings.
- M. Reference Standards.
- N. Correction Period.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. This project consists of the construction of grading, sanitary sewer, water main, storm sewer, and street paving, connecting Willow Avenue to E Seward Street through Woodsage Road, Sunflower Avenue, and Primrose Drive in Seward, Nebraska. The project consists of the construction documents and plans described as Prairie View Addition, Private and Public Improvements.

1.3 CONTRACT METHOD

- A. Construct the work on a unit price basis.
- B. Minor items necessary to provide complete, serviceable facilities shall be included in the

bid and furnished even if not specifically called for in the plans and specifications.

1.4 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Engineer, Owner, and other construction contracts.
- B. Provide Engineer with work sequence and schedule of construction before beginning to construct for review and comment.
- C. Provide the City of Seward a construction schedule.

1.5 CONTRACTOR USE OF PREMISES

- A. Limit use of premises for Work and for construction operations to area designated for construction purposes.
- B. Coordinate use of premises under direction of Owner.
- C. Save the Owner, its Agents, and the City of Seward harmless for all damages results from disruption of private or public property outside the designated lands for work.

1.6 EASEMENTS AND RIGHTS-OF-WAY

- A. Any easements and rights-of-way for the Work will be provided by Owner. Contractor shall confine his construction operations within the limits indicated on the drawings, and shall use due care in placing construction tools, equipment, excavated materials, and pipeline materials and supplies, so as to cause the least possible damage to property and interference with traffic.

1. On Private Property

- a. Easements across private property are indicated on the drawings. Contractor shall set stakes to mark the boundaries of construction easement across private property. The stakes shall be protected and maintained until completion of construction and cleanup.
- b. Contractor shall not enter for pipe delivery or occupy for any other purpose with men, tools, equipment, construction materials, or with materials excavated from the pipe trench, any private property outside the designated construction easement boundaries without written permission from the Owner and Tenant of the property.
- c. Whenever the easement is occupied by crops which will be damaged by construction operations, Contractor shall notify the Owner and Tenant sufficiently in advance so that the crops may be removed before excavation or trenching is started. Contractor shall be responsible for all damage to crops

outside of the easement, and shall make satisfactory settlement for the damage directly with the property Owner and Tenant involved.

- d. Backfill and cleanup operations shall immediately follow the trenching and pipe laying operation to the extent possible.
- e. Where wooded or grassed areas are disturbed by construction, Contractor shall relevel the area, reestablish drainage courses, and seed the areas with grass. Access roads shall be restored to their existing condition.

2. Work within the City of Seward:

- a. Permits shall be obtained by Contractor. All work performed and all operations of Contractor, his employees, or subcontractors, within the City of Seward, shall be in conformity with the requirements of the City of Seward.
- b. All roadways and driveways which are crossed using open trench pipeline construction shall be restored to their original condition in accordance with the requirements of the City of Seward. Aggregate surfacing shall be used as specified in these contract documents.
- c. Any interruption in water, sewer, electricity, or telephone service shall be limited. The Contractor shall make all the necessary arrangements for the restoring of service in the shortest practical time.
- d. Contractor shall conduct his work in conformance with provisions of the Maintenance of Traffic subsection of the Construction Facilities and Temporary Controls section.

1.7 PERMITS

- A. Contractor shall provide all necessary permits.

1.8 SCHEDULE OF VALUES

- A. Submit typed schedule on Contractor's standard form or electronic media printout.
- B. Submit schedule of values in duplicate within 15 days after date of Owner-Contractor Agreement.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification section. Identify site mobilization, bonds and insurance. The format, level of detail, and breakdowns of the schedule of values shall be acceptable to the Engineer.
- D. Include in each line item, the amount of allowances specified in this section as appropriate.

- E. Include within each line item, a directly proportional amount of Contractor's overhead and profit.
- F. An unbalanced schedule of values providing for overpayment of Contractor on items of work performed first will not be accepted.
- G. A schedule of values submitted that in the opinion of the Engineer is in an unacceptable format, contains an insufficient level of detail, or inappropriate breakdown of items for payment shall not be accepted.
- H. Contractor shall revise and resubmit unacceptable schedule of values as required until the schedule of values is acceptable to the Engineer.
- I. No progress payments shall be made to the Contractor until an acceptable schedule of values has been received and accepted by the Engineer.
- J. Revise schedule to list approved change orders with each application for payment.

1.9 APPLICATIONS FOR PAYMENT

- A. Submit four copies of each application on AIA Form G702 -Application and Certificate for Payment or Engineer approved format.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly.
- D. Include four (4) copies of an updated construction progress schedule.

1.10 COORDINATION

- A. Coordinate work of the various Sections of Specifications and other construction contracts to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later.
- B. Verify characteristics of elements of interrelated operating equipment are compatible; coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Execute cutting and patching to integrate elements of Work, uncover ill-timed, defective, and non-conforming work, and provide samples for testing.

1.11 LINES AND GRADES

- A. All Work shall be done to the lines, grades, and elevations shown on the drawings.
- B. Basic horizontal and vertical control points have been established and are indicated on the drawings. These points shall be used as datum for the Work. All additional survey, layout, and measurement Work shall be performed by Contractor as a part of the Work.
- C. Contractor shall provide an experienced instrument man, competent assistants, and such instruments, tools, stakes, and other materials required to complete the survey, layout, and measurement Work. In addition, Contractor shall furnish, without charge, competent men from his force and such tools, stakes, and other materials as Engineer may require in establishing or designating control points, or in checking survey, layout, and measurement of Work performed by Contractor.
- D. Contractor shall keep Engineer and the Representative of the City of Seward informed, a reasonable time in advance, of the times and places at which he wishes to do Work, so that horizontal and vertical control points may be established and any checking deemed necessary by Engineer may be done with minimum inconvenience to Engineer and minimum delay to Contractor.
- E. Contractor shall remove and reconstruct Work which is improperly located.

1.12 PRECONSTRUCTION CONFERENCE

- A. Prior to the commencement of Work at the site, a preconstruction conference will be held at a mutually agreed time and place. The conference shall be attended by:
 - Contractor and his superintendent
 - Principal subcontractors.
 - Representatives of principal suppliers and manufacturers as appropriate.
 - Engineer and his Resident Project Representative.
 - Representatives of Owner.
 - Representative or Agent of the City of Seward.
 - Governmental representatives as appropriate.
 - Others as requested by Contractor, Owner, or Engineer.

Unless previously submitted to Engineer, Contractor shall bring to the conference a tentative schedule for each of the following:

- Progress.
- Procurement.
- Values for progress payment purposes.
- Shop drawings and other submittals.

The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.

The agenda will include:

- Contractor's tentative schedules.
- Transmittal, review, and distribution of Contractor's submittals.
- Processing applications for payment.
- Maintaining record documents.
- Critical Work sequencing.
- Field decisions and Change Orders.
- Use of premises, office and storage areas, security, housekeeping, and Owner's needs.
- Major equipment deliveries and priorities.
- Contractor's assignments for safety and first aid.

Engineer will preside at the conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

1.13 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at monthly intervals.
- B. Engineer or representative will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Engineer or Representative, and Representative of the City of Seward, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review of Work progress.
 - 2. Field observations, problems, and decisions.
 - 3. Identification of problems which impede planned progress.
 - 4. Review of submittals schedule and status of submittals.
 - 5. Review of off-site fabrication and delivery schedules.
 - 6. Planned progress during succeeding work period.
 - 7. Coordination of projected progress.
 - 8. Maintenance of quality and work standards.
 - 9. Effect of proposed changes on progress schedule and coordination.
 - 10. Other business relating to Work.
- E. Contractor will record minutes and distribute copies to participants.

1.14 REFERENCE STANDARDS

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect as of the Bid date, or date of Owner-Contractor Agreement when there are no bids, except when a specific date is specified.

- C. Obtain copies of standards when required by Contract Documents. Maintain copy at jobsite during progress of the specific work.

1.15 CORRECTION PERIOD

- A. Correct all defective work for one year after final acceptance of the project.
- B. Promptly repair or replace at no cost to the Owner all defects in material or workmanship which may appear during the correction period.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Product Data.
- D. Shop Drawings.
- E. Samples.
- F. Design data.
- G. Test reports.
- H. Certificates.
- I. Manufacturers' instructions.
- J. Manufacturers' field reports.

1.2 RELATED SECTIONS

- A. Section 01400 - Quality Control: Manufacturers' Field Services Reports.
- B. Section 01700 - Contract Closeout: Contract warranties, bonds, manufacturers' certificates, and closeout submittals.

1.3 REFERENCES

- A. AGC (Associated General Contractors of America) publication "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry".

1.4 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer accepted form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver to Engineer at business address of 601 P Street, Suite 200, Lincoln, Nebraska 68508. Coordinate submission of related items. For each section of the specifications, the initial submittal shall be complete for all items and components contained within that section of the specifications.
- F. For each submittal for review, allow 21 days excluding delivery time to and from the contractor.
- G. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Engineer review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.
- L. Contractor shall reimburse Owner for charges of Engineer for review of substitutes, review of more than one "or-equal" per specification section, and additional review effort due to incompleteness of submittals or failure of Contractor to coordinate and complete submittals.
- M. If more than one resubmission is required because of lack of previously requested data or additional information, Contractor shall reimburse Owner for the charges of Engineer for review of resubmissions. This would not include submittal data for slump tests, field's tests, and other submittal requirements for placing equipment into service.

1.5 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in duplicate within 20 days after date Agreement established Notice to Proceed.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.

- D. Submit a horizontal bar chart with separate line for each section of Work, identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and required by Allowances.

1.6 PRODUCT DATA

- A. Product Data For Review:
 - 1. Submitted to Engineer and the Representative of the City of Seward for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - 2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- B. Product Data For Information:
 - 1. Submitted for the Engineer's and City of Seward's knowledge as contract administrator or for the Owner.
- C. Product Data For Project Close-out:
 - 1. Submitted for the Owner's and City of Seward's benefit during and after project completion.
- D. Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Engineer.
- E. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- F. Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- G. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01700 - CONTRACT CLOSEOUT.

1.7 SHOP DRAWINGS

A. Shop Drawings For Review:

1. Submitted to Engineer and the Representative of the City of Seward for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
2. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.

B. Shop Drawings For Information:

1. Submitted for the Engineer's and City of Seward's knowledge as contract administrator or for the Owner.

C. Shop Drawings For Project Close-Out:

1. Submitted for the Owner's and City of Seward's benefit during and after project completion.

D. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

E. Submit the number of opaque reproductions which Contractor requires, plus two copies which will be retained by Engineer.

1.8 SAMPLES

A. Samples For Review:

1. Submitted to Engineer and the Representative of the City of Seward for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
2. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.

B. Samples For Information:

1. Submitted for the Engineer's and City of Seward's knowledge as contract administrator or for the Owner.

C. Samples For Selection:

1. Submitted to Owner for aesthetic, color, or finish selection.
2. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Owner selection.
3. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.

D. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

E. Include identification on each sample, with full Project information.

F. Submit the number of samples specified in individual specification sections; one of which will be retained by Engineer.

G. Reviewed samples which may be used in the Work are indicated in individual specification sections.

H. Samples will not be used for testing purposes unless specifically stated in the specification section.

1.9 DESIGN DATA

A. Submit for the Engineer's knowledge as contract administrator or for the Owner.

B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.10 TEST REPORTS

A. Submit for the Engineer's knowledge as contract administrator or for the Owner. Copies shall also be submitted to the City of Seward for the benefit during and after project completion.

B. Submit test reports for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.11 CERTIFICATES

A. When requested by Engineer, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Engineer, in quantities specified for Product Data.

- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

1.12 MANUFACTURERS' INSTRUCTIONS

- A. When requested by Engineer, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer for delivery to owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- C. Refer to Section 01400 - Quality Control, Manufacturers' Field Services article.

1.13 MANUFACTURERS' FIELD REPORTS

- A. Submit reports for the Engineer's benefit as contract administrator or for the Owner.
- B. Submit report within 30 days of observation to Engineer for information.
- C. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. General Quality Control.
- B. Workmanship.
- C. References and Standards.
- D. Manufacturers' Instructions.
- E. Manufacturers' Certificates.
- F. Manufacturers' Field Services.
- G. Testing Services.
- H. Inspection Services.

1.2 RELATED REQUIREMENTS

- A. General Conditions: Inspection and testing required by governing authorities.
- B. Section 01005 - Administrative Provisions: Applicability of specified reference standards.
- C. Section 01300 - Submittals: Shop Drawings, Product Data, and Samples: Submittal of Manufacturers' Instructions.

1.3 GENERAL QUALITY CONTROL

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

1.4 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
 - 1. Perform work by persons qualified to produce workmanship of specified quality.
 - 2. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and cracking.

1.5 REFERENCES AND STANDARDS

- A. For Products or workmanship specified by association, trade, or other consensus standards, complies with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
 - A. Conform to reference standard by date of issue current on date of Contract Documents, except where a specific date is established by code.
 - B. Obtain copies of standards where required by product specification sections.
 - C. Neither the contractual relationships, duties, nor responsibilities of the parties in Contract nor those of the Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 MANUFACTURERS' INSTRUCTIONS

- A. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents; request clarification from Engineer before proceeding.

1.7 MANUFACTURERS' CERTIFICATES

- A. When requested by Engineer, submit manufacturer's certificate, in duplicate, that products meet or exceed specified requirements.

1.8 MANUFACTURERS' FIELD SERVICES

- A. When specified in respective Specification Sections, require material or product suppliers or manufacturers to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, testing, adjustments and balancing of equipment as applicable, and to make appropriate recommendations.
- B. Representative shall submit written report within 30 days of site visit to Engineer listing observations and recommendations.

1.9 TESTING SERVICES

- A. The City of Seward will appoint and the Owner shall pay services of an independent firm to perform inspections and tests where services are not required by various specification sections to be required by the Contractor.
- B. Testing and source quality control may occur on or off the project site. Perform off-site testing as required by the Engineer, the City of Seward, or the Owner.

- C. Reports will be submitted to the Engineer, City of Seward, and Contractor, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Engineer, City of Seward, and independent firm 24 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- E. Testing does not relieve Contractor to perform Work to contract requirements.
- F. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for re-testing will be charged to the Contractor by deducting testing charges from the Contract Price.

1.10 INSPECTION SERVICES

- A. City of Seward will appoint a Representative to perform inspection.
- B. The City of Seward Representative will perform inspections and other services specified in individual specification sections.
- C. Inspecting may occur on or off the project site.
- D. Reports will be submitted indicating inspection observations and indicating compliance or non-compliance with Contract Documents to the Engineer and City of Seward.
- E. Cooperate with Representative of the City of Seward; furnish safe access and assistance by incidental labor as requested.
 - 1. Notify Representative of the City of Seward prior to expected time for operations requiring services
- F. Inspecting does not relieve Contractor to perform Work to contract requirements.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Electricity, Lighting.
- B. Heat, Ventilation.
- C. Water.
- D. Sanitary Facilities.
- E. Enclosures.
- F. Protection of Installed Work.
- G. Maintenance of Traffic.
- H. Connections to Existing Facilities.
- I. Barricades and Light.
- J. Security.
- K. Water Control.
- L. Land for Construction Purposes.
- M. Erosion Control.
- N. Cleaning During Construction.
- O. Removal.
- P. Fences.
- Q. Protection of Public and Private Property.
- R. Tree and Plant Protection.

- S. Dust Control.
- T. Pollution Control.

1.2 RELATED REQUIREMENTS

- A. Section 01005 - Administrative Provisions: Contractor use of premises.
- B. Section 01700 - Contract Closeout: Final cleaning.

1.3 ELECTRICITY, LIGHTING

- A. Contractor shall provide service and electricity required for construction operations, with branch wiring and distribution boxes located to allow service and lighting by means of construction-type power cords.
- B. Contractor shall provide separate metering for billing purposes.
- C. Contractor shall provide lighting for construction operations.

1.4 HEAT, VENTILATION

- A. Contractor shall provide as required to maintain specified conditions for construction operations, to protect materials and finishes from damage due to temperature or humidity.

1.5 WATER

- A. Contractor shall provide water as required for the work.

1.6 SANITARY FACILITIES

- A. Contractor shall furnish temporary sanitary facilities at the site for the needs of all construction workers and others performing work or furnishing services on the project. Maintain facilities in a sanitary condition.

1.7 ENCLOSURES

- A. Contractor shall provide temporary weather-tight closures of openings in exterior surfaces to provide acceptable working conditions and protection for materials, to allow for temporary heating, and to prevent entry of unauthorized persons.

1.8 PROTECTION OF INSTALLED WORK

- A. Contractor shall provide temporary protection for installed products. Control traffic in immediate area to minimize damage.

1.9 MAINTENANCE OF TRAFFIC

- A. Contractor shall conduct work to interfere as little as possible with public travel, whether vehicular or pedestrian.
- B. When necessary to cross, obstruct, or close roads, driveways, and walks; Contractor shall provide suitable bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them.
- C. In making open street crossings, Contractor shall not block more than one-half of the street at a time. Whenever possible, Contractor shall widen shoulder on opposite side to facilitate traffic flow.

1.10 CONNECTIONS TO EXISTING FACILITIES

- A. Contractor shall make all necessary connections to existing facilities including structures and utilities such as water, sewer, and electric. Contractor shall protect facilities against deleterious substances and damage.
- B. Contractor shall provide temporary facilities and make temporary modifications as required to keep existing facilities in operation during construction. Contractor shall be responsible for any diversion of flows and/or pumping required to keep existing utilities in service during construction.
- C. No utility shall be shut down without written permission from the Owner or the owning utility. The City of Seward shall be provided copies of all written correspondence from the Contractor.

1.11 BARRICADES AND LIGHTS

- A. Contractor shall provide barricades as shown on the plans and/or required to prevent public entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. All streets and other public thoroughfares which are closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public street on each side of the blocked section.
- C. All open trenches and other excavations shall have suitable barricades, signs, and lights to provide adequate protection to the public. Obstructions such as material piles and equipment shall be provided with similar warning signs and lights.
- D. All barricades and obstructions shall be illuminated with warning lights from sunset to sunrise. Material storage and conduct of the Work on or alongside public streets shall cause the minimum obstruction and inconvenience to the traveling public.

- E. All barricades, signs, lights, and other protective devices shall be installed and maintained in conformity with applicable statutory requirements, as required by the authority having jurisdiction there over.

1.12 SECURITY

- A. Contractor shall be responsible for protection of the site, and all Work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons.

1.13 WATER CONTROL

- A. Contractor shall grade site to drain. Maintain excavations free of water. Provide and operate pumping equipment as may be required.

1.14 LAND FOR CONSTRUCTION PURPOSES

- A. The Contractor will be permitted to use available land belonging to the Owner, on or near the site of the work, for construction purposes and for the storage of materials and equipment. The location and extent of the areas so used shall be designated by the Owner.
- B. The Contractor shall be solely responsible for obtaining and shall pay all costs in connection with any additional work area, storage site, access to the site, or temporary right-of-way which may be required for proper completion of the work.
- C. It shall be understood that the responsibility for protection and safekeeping of equipment and materials on or near the site will be entirely that of the Contractor and that no claims shall be made against the Owner by reason of any act of an employee or trespasser. It shall be further understood that should any occasion arise necessitating access to the sites occupied by these stored materials and equipment, the Contractor owning or responsible for the stored materials or equipment shall immediately move same. No materials or equipment may be placed upon the property of the Owner until the Owner has agreed to the location contemplated by the Contractor to be used for storage.

1.15 EROSION CONTROL

- A. Contractor shall prevent erosion of soil on the site and adjacent property resulting from their construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operation that will disturb the natural protection.

- B. Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

1.16 CLEANING DURING CONSTRUCTION

- A. Control accumulation of waste materials and rubbish; weekly dispose of off-site.

1.17 REMOVAL

- A. Remove temporary materials, equipment, utilities, and facilities prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities. Grade site and restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.18 FENCES

- A. All existing fences affected by the Work shall be maintained by the Contractor until completion of the Work. Fences which interfere with construction operations shall not be relocated or dismantled until permission is obtained from the Owner of the fence, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.
- B. On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to a better condition, and to their original location.

1.19 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

- A. Contractor shall protect, shore, brace, support and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by their construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards and parkings, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.
- B. No trees shall be removed outside of the permanent easement, except where authorized by Engineer. Whenever practicable, Contractor shall tunnel beneath trees in yards and parks when on or near the line of trench. Hand excavation shall be employed as necessary to prevent injury to trees. Trees left standing shall be adequately protected against damage by construction operations.

- C. Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or men to or from the Work or any part or site thereof, whether by them or their Subcontractors. Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property concerning its repair or replacement or payment of costs incurred in connection with the damage.
- D. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

1.20 TREE AND PLANT PROTECTION

- A. All trees and other vegetation which must be removed to perform the Work shall be removed and disposed of by Contractor; however, no trees or cultured plants shall be unnecessarily removed unless their removal is indicated on the drawings.
- B. All trees and plants not removed shall be protected against injury from construction operations.
- C. Contractor shall take extra measures to protect trees designated by the Engineer or Owner to be preserved, such as erecting barricades, trimming to prevent damage from hand excavation or tunneling methods. Such trees shall not be endangered by stockpiling excavated material or storing equipment against the trunk.
- D. When the injury or removal of trees designated to be preserved cannot be avoided, or when removal and replacement is indicated on the drawings, each tree injured beyond repair or removed shall be replaced with a similar tree of the nearest size possible.
- E. All trimming, repair, and replacement of trees and plants shall be performed by qualified nurserymen or horticulturists.

1.21 DUST CONTROL

- A. Contractor shall take reasonable measures to prevent unnecessary dust.
- B. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant.
- C. Dusty materials in piles or in transit shall be covered when practicable to prevent blowing.

1.22 POLLUTION CONTROL

- A. Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities.

- B. No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers.
- C. No sediment, debris, or other substance will be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Products.
- B. Transportation and Handling.
- C. Storage and Protection.
- D. Product Options.
- E. Substitutions.

1.2 RELATED REQUIREMENTS

- A. Section 01005 - Administrative Provisions: Reference Standards.
- B. Section 01300 - Submittals: Product Data and Samples.
- C. Section 01400 - Quality Control: Submittal of manufacturers' certificates.
- D. Section 01700 - Contract Closeout: Operation and Maintenance Data.
- E. Section 01700 - Contract Closeout: Warranties and Bonds.

1.3 PRODUCTS

- A. Products include materials, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.
- D. Do not use materials and equipment removed from existing structures, except as specifically required, or allowed, by Contract Documents.

1.4 TRANSPORTATION AND HANDLING

- A. Transport products using methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.

- B. Provide equipment and personnel to handle products by methods that prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- D. Products shall be transported, handled and installed in accordance with manufacturer's instructions. Contractor shall familiarize themselves with manufacturer's recommendations prior to arrival of materials at job site to prevent mishandling.

1.5 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.

1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not specifically named.
- C. Products Specified by Naming Several Manufacturers: Products of named manufacturers meeting specifications, no options, no substitutions allowed.
- D. Products Specified by Naming Only One Manufacturer: No options, no substitutions allowed.
- E. Requests for review of equivalency will not be accepted from anyone except the Contractor. Such requests will not be considered until after the contract has been awarded.

1.7 SUBSTITUTIONS

- A. Only within 30 days after date of Owner-Contractor agreement established in Notice to Proceed will Engineer and/or the Representative of the City of Seward consider requests from Contractor for substitutions. Subsequently, substitutions will be considered only when a product becomes unavailable due to no fault of Contractor.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. Request constitutes a representation that Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 - 2. Will provide the same warranty for substitution as for specified product.
 - 3. Will coordinate installation and make other changes which may be required for Work to be complete in all respects.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, or when acceptance will require substantial revision of Contract Documents.
- E. Engineer and the Representative of the City of Seward will determine acceptability of proposed substitution, and will notify Contractor of acceptance or rejection in writing within a reasonable time.
- F. Only one request for substitution will be considered for each product. When substitution is not accepted, provide specified product.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Closeout Procedures.
- B. Final Cleaning.
- C. Project Record Documents.
- D. Warranties and Bonds.

1.2 RELATED REQUIREMENTS

- A. Section 01500 - Construction Facilities and Temporary Controls: Cleaning during construction.

1.3 CLOSEOUT PROCEDURES

- A. Comply with procedures stated in General Conditions of the Contract for issuance of Certificate of Substantial Completion.
- B. Owner will occupy designated portion of Project for the purpose of installation of equipment, conduct of business, under provision stated in Certificate of Substantial Completion.
- C. When Contractor considers Work to be complete, submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's and Representative of the City of Seward's inspection.
- D. Upon final acceptance of the City of Seward, the Engineer or representative will issue a final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order.
- E. Final payment on the contract will not be authorized until all required submittals are made and approved.

1.4 FINAL CLEANING

- A. Execute prior to final inspection.

- B. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances; polish transparent and glossy surfaces.
- C. Clean site; sweep paved areas; rake clean other surfaces.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work.
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Store documents separate from those used for construction.
- C. Keep documents current; do not permanently conceal any work until required information has been recorded.
- D. At Contract closeout, submit documents to the Owner/Engineer and the City of Seward with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

1.6 WARRANTIES AND BONDS

- A. Provide duplicate, notarized copies. Execute Contractor's submittals and assemble documents executed by subcontractors, supplies, and manufacturers. Provide table of contents and assemble in binder with durable plastic cover.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01800

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Measurement and payment criteria applicable to portions of the Work performed where unit price adjustments are provided.
- B. Defect assessment and non-payment for rejected work.

1.2 AUTHORITY

- A. The Engineer or representative will take all measurements and compute quantities accordingly.
- B. Contractor shall assist Engineer by providing necessary equipment, workers, and survey personnel as required.

1.3 ADJUSTMENT UNIT QUANTITIES SPECIFIED

- A. All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only as a basis for estimating the probable cost of the Work and for the purpose of comparing the bids submitted for the Work. The actual amounts of the work done and materials furnished under unit price items may differ from the estimated quantities.
- B. The basis of payment for work and materials will be the actual amount of work done and materials furnished. Contractor agrees that it will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts therefore.
- C. Quantities and measurements supplied or placed in the Work and verified by the Engineer shall determine final payment.
- D. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit prices contracted.
- E. If the actual Work requires a 25 percent or greater change in quantity than those quantities indicated, the Owner or Contractor may claim for a Contract Price adjustment.

1.4 MEASUREMENT OF QUANTITIES

- A. Measurement Devices:
 - 1. Weigh Scales: Inspected, tested and certified by the State of Nebraska Weights and Measures department within the past year.
 - 2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
 - 3. Metering Devices: Inspected, tested and certified by the applicable State department within the past year.
- B. Measurement by Weight: Measured by actual scale ticket weight for specific items identified.
- C. Measurement by Volume: Measured by actual area and depth of in place material.
- D. Measurement by Area: Measured by square dimension using mean length and width or radius.
- E. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- F. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.5 PAYMENT

- A. The Total Contract Price shall cover all Work required by the Contract Documents. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction plant, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid.
- B. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid.
- C. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; acceptance testing; clean-up and restoration; overhead and profit.

- D. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit sum/price for Work which is incorporated in or made necessary by the Work.

1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Engineer, their representative, Owner, or the City of Seward, it is not practical to remove and replace the Work, the Engineer will direct one of the following remedies:
 - 1. The defective Work may remain, but the unit sum/price will be adjusted to a new sum/price at the discretion of the Owner.
 - 2. The defective Work will be partially repaired to the instructions of the Engineer, and the unit sum/price will be adjusted to a new sum/price at the discretion of the Owner.
- C. The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction.
- D. The authority of the Owner to assess the defect and identify payment adjustment, is final.

1.7 NON-PAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected Products.

1.8 SCHEDULE UNIT PRICES

The unit prices shall encompass all work required to complete the Work in accordance with the drawings and specifications and the limits on quantities of certain items of work as follows:

- A. "EARTHWORK MEASURED IN EMBANKMENT (E.Q.)" shall be the quantity shown in the plans unless authorized changes are made to the grade line or length of the embankment. Payment shall be in accordance with the Nebraska DOT Standard Specifications for Highway Construction, 2017 Edition.
- B. "STRIP, STOCKPILE, AND REDISTRIBUTE (6")" or "Salvaging and Placing Topsoil" shall be the quantity shown in the plans unless authorized changes are made to the grade line or length of the embankment. Payment shall be in accordance with the Nebraska DOT Standard Specifications for Highway Construction, 2017 Edition.
- C. "SEEDING" shall include all labor, materials and equipment in placing seed, fertilizer, and mulch and maintaining seeded areas in all areas disturbed by construction, and in accordance with these specifications.
- D. Installation of the inlet protection shall be paid for at the contract unit price per each for "INLET PROTECTION". This price shall be full compensation for furnishing, preparing, transporting, delivering, excavating and placing all materials, and for all labor, tools, equipment and incidentals necessary to complete the installation work. Removal shall be considered subsidiary to the construction of the inlet protection. Removal of the inlet protection shall be completed following the completion of the storm sewer work.
- E. Installation of the construction entrance shall be paid for at the contract lump sum for "CONSTRUCTION ENTRANCE". This price shall be full compensation for furnishing, preparing, transporting, delivering, excavating, and placing the materials, and for installation, maintenance, and removal work. The filter fabric shall be subsidiary to the construction of the entrance.
- F. Installation shall be paid for at the contract unit price per linear foot for "DIVERSION DIKE". This price shall be full compensation for furnishing, preparing, transporting, delivering, excavating, and placing the materials, and for all labor, tools, equipment and incidentals necessary to complete the installation work.
- G. Installation of the SWPPP sign shall be paid for at the contract lump sum for "SWPPP SIGN". This price shall be full compensation for furnishing, preparing, transporting, delivering, excavating and placing all materials, and for all labor, tools, equipment and incidentals necessary to complete the installation work.
- H. Installation of the concrete washout area shall be paid for at the contract lump sum for "CONCRETE WASHOUT AREA". This price shall be full compensation for furnishing, preparing, transporting, delivering, excavating and placing all materials, and for all labor, tools, equipment and incidentals necessary to complete the installation work. Removal shall be considered subsidiary to the construction of the concrete washout area. Removal of the concrete washout area shall be completed following the completion of the concrete pavement work.

- I. Plain (non-reinforced) concrete pavement of the various thicknesses called for in the proposal, constructed in conformance with these Specifications and accepted by the Engineer and Representative of the City of Seward, shall be measured and paid for at the contract unit price bid per square yard for “__ INCH PORTLAND CEMENT CONCRETE PAVEMENT WITH INTEGRAL CURB”. Such payment shall be full compensation for all subgrade preparation, form work, placing concrete, vibrating, finishing, jointing, sealing, curing, protection, headers, integral curbs if required, materials, equipment, tools, labor and incidentals necessary to complete the work. No direct measurement or payment shall be made for integral curb. The cost of integral curb shall be considered subsidiary to the items for which direct payment is made.
- J. Payment shall be made at the contract unit price per square yard for the “TYPE ‘C’ FLY ASH SUBGRADE INCORPORATION” - treated subgrade of the thickness specified. The price shall be full compensation for furnishing all material, except the fly ash, and for all preparation, delivering, placing, mixing these materials, shaping and maintaining, for all curing including water, and all labor, equipment, tools and incidentals necessary to complete this item.
- K. “__ INCH CONCRETE SIDEWALK” that has been completed in conformance with the Plans and Specifications and accepted by the Engineer and Representative of the City of Seward shall be measured and paid for at the contract unit price bid per square foot.
- L. Water valve and stop boxes adjusted to grade in accordance with these Specifications and accepted by the Engineer and Representative of the City of Seward shall be counted and paid for at the contract unit price bid per each for “ADJUST WATER VALVE BOX TO FINAL GRADE, COMPLETE”. Such payment shall be full compensation for all equipment, tools, labor, and incidentals necessary to complete the work. Stop boxes and valve boxes broken by the Contractor's operations shall be replaced at the Contractor's expense. Boxes broken by other than the Contractor's operations or obsolete boxes shall be replaced and paid for as an extra work item.
- M. Manholes adjusted to grade in conformance with these Specifications and accepted by the Engineer and Representative of the City of Seward, shall be counted and paid for at the contract unit price bid per each for “ADJUST MANHOLE TO FINAL GRADE, COMPLETE”. Such payment shall be full compensation for all materials, equipment, tools, labor, and incidentals necessary to complete the work.
- N. Inlets adjusted to grade in conformance with these Specifications and accepted by the Engineer and Representative of the City of Seward, shall be counted and paid for at the contract unit price bid per each for “ADJUST INLET TO FINAL GRADE, COMPLETE”. Such payment shall be full compensation for all materials, equipment, tools, labor, and incidentals necessary to complete the work.

- O. “CONCRETE HEADER” completed in conformance with the plans and Specifications and accepted by the Engineer and Representative of the City of Seward. Payment shall be made at the contract unit price bid per linear. Such payment shall be full compensation for all preparation of subgrade, forms or slip forming, materials, labor, tools, equipment, jointing, finishing, curing, sawing, sealing, backfilling, clean up and incidentals necessary to complete the work.
- P. “REMOVE CONCRETE HEADER” completed in conformance with the plans and Specifications and accepted by the Engineer and Representative of the City of Seward. Payment shall be made at the contract unit price bid per linear. Such payment shall be full compensation for all sawing, removal, materials, labor, tools, equipment, backfilling, protection of existing pavement, clean up and incidentals necessary to complete the work.
- Q. Dead end barricades removed in conformance with these Specifications and accepted by the Engineer and Representative of the City of Seward shall be counted and paid for at the contract unit price per each for “REMOVE DEAD END SIGNING”, regardless of width. Such payment shall be full compensation of all materials, equipment, tools, labor and incidentals necessary to complete the work.
- R. Monument boxes placed in accordance with these Specifications and accepted by the Engineer and Representative of the City of Seward shall be counted and paid for at the contract unit price bid per each for “SURVEY MONUMENT BOX”. Such payment shall be full compensation for all materials, equipment, tools, labor, and incidentals necessary to complete the work.
- S. Dead end signing installed to the full width of the adjoining pavement in conformance with these Specifications and accepted by the Engineer and Representative of the City of Seward shall be counted and paid for at the contract unit price bid per each “REMOVE AND RELOCATE DEAD END SIGNING, IN PLACE”, regardless of width. Such payment shall be full compensation for all materials, equipment, tools, labor and incidentals necessary to complete the work.
- T. Installation of the riprap apron shall be paid for at the contract unit price per ton for “ROCK RIPRAP APRON”. This price shall be full compensation for furnishing, preparing, transporting, delivering, excavating and placing all materials, and for all labor, tools, equipment and incidentals necessary to complete the installation work. The filter fabric shall be subsidiary to the construction of the apron.
- U. “REMOVE TEMPORARY TURNAROUND, COMPLETE” completed in conformance with the plans and Specifications and accepted by the Engineer and Representative of the City of Seward. Payment shall be made at the contract unit price bid per each. Such payment shall be full compensation for all removal of rock, concrete and other unacceptable materials, materials, labor, tools, equipment, backfilling with acceptable materials, protection of existing pavement, clean up and incidentals necessary to complete the work.

- V. POLY VINYL CHLORIDE (PVC) WATER MAIN of the various types and sizes called for on the plans shall be measured and paid for at the contract unit price bid per linear foot for each different diameter required. Pipe shall be measured through fittings and valves. Such payment shall be full compensation for all excavation, backfill, pipe, bedding material, other materials, testing, equipment, tools, labor, and incidentals necessary to complete the work in accordance with these Specifications and as accepted by the Engineer and Representative of the City of Seward.
- W. ALL CAST IRON AND DUCTILE WATER MAIN FITTINGS, including ductile iron compact fittings, shall be measured separately and shall be paid for at the contract unit price bid per each for the various fittings called for in the proposal.
- Glands, bolts, nuts and gaskets necessary to complete a non-restrained mechanical joint connection for water main fittings are considered accessory items to the connection. No direct payment shall be made for these items, but are considered subsidiary to CAST IRON AND DUCTILE IRON WATER MAIN FITTINGS for which payment is made.
- X. All “VALVES” of the various types and sizes indicated on the plans and actually installed shall be counted and paid for at the contract unit price bid per each. Such price shall include the valve, valve box, support blocks, other materials and labor necessary to install the valves, all equipment, tools, and incidentals necessary to complete the work in accordance with these Specifications and as accepted by the Engineer and Representative of the City of Seward.
- Y. All HYDRANTS installed, as shown on the plans or as directed, except temporary hydrants used for flushing or disinfection of the mains, shall be counted and paid for at the contract unit price bid per each for “HYDRANT, COMPLETE, L=5.5 feet or L=6.5 feet”. Such price shall be full compensation for all loading, hauling, installation, thrust blocking, hydrant drain material, hydrant extensions, backfilling, labor, tools, materials, equipment and incidentals necessary to complete the work in accordance with these Specifications and as accepted by the Engineer and Representative of the City of Seward. Temporary hydrants used for flushing and disinfection of mains shall not be paid for separately but shall be considered subsidiary to the installation of the mains.
- Z. All “HYDRANT EXTENSIONS” necessary to adjust the hydrants to grade shall be counted and paid for at the contract unit price bid per each for HYDRANT EXTENSION, COMPLETE. Such price shall be full compensation for all installation costs charged by the City of Seward (if required), hydrant extension kits, labor, tools, materials, equipment and incidentals necessary to complete the work in accordance with these Specifications and as accepted by the Engineer and Representative of the City of Seward. The unit price for HYDRANT EXTENSION, COMPLETE shall be an established unit price per each in the bid proposal.

- AA. Water main valves, hydrants and plugs removed and relayed, removed and salvaged, or removed in accordance with these Specifications and accepted by the Engineer and Representative of the City of Seward shall be measured and paid for at the contract unit price bid per each for “REMOVE AND SALVAGE _____”, “REMOVE AND RESET _____”, OR “REMOVE AND RELOCATE _____” (Insert: Valve, Hydrant, or Plug). Such payment shall be full compensation for all excavation, removal of appurtenances and thrust blocking, bedding or foundation rock if required, resetting, loading of salvaged items, resetting valve box, backfill, materials, equipment, tools, labor and incidentals necessary to perform the work.
- BB. “CONCRETE FOR THRUST BLOCKS AND ANCHORAGES (IN PLACE)” shall not be measured for payment. Payment will be based on the concrete volumes shown on the Detail Plans for thrust blocks and anchorages actually installed and will be made at the contract unit price bid per cubic yard for blocks constructed in conformance with the drawings, these Specifications, and accepted by the Engineer and Representative of the City of Seward.
- CC. “RETAINER GLANDS” of the various sizes called for to complete a restrained mechanical joint connection for water main fittings shall be counted and paid for at the contract unit price bid per each. All work shall be in conformance with these Specifications and accepted by the Engineer and Representative of the City of Seward.
- DD. All “SANITARY SEWER PIPE” of the various types shall be measured and paid for at the contract unit price bid for each size per linear foot. All pipe shall be measured (center to center) through manholes. Said payment shall be full compensation for all excavations, backfill, testing, materials, equipment, tools, labor and incidentals necessary to install the pipe in a workmanlike manner acceptable to the Engineer and Representative of the City of Seward. Special measurement and payment for all fittings and pipe materials necessary to achieve desired radius, including beveled or radius pipe, will not be considered. The extra costs, if any, shall be merged with and considered subsidiary to the cost of the various sizes of pipe called for in the plans and in the proposal.
- EE. Foundation material when placed in conformance with these Specifications as directed by the Engineer and Representative of the City of Seward shall not be measured, but shall be paid for at the contract unit price bid for “FOUNDATION MATERIAL, IN PLACE.” Weight tickets for material installed shall be submitted prior to any payment for this Extra Work item. This Extra Work payment shall be full compensation for furnishing all materials, installation, labor, equipment, tools and incidentals necessary to create a stable foundation.

No measurement or direct payment shall be made for bedding material, except that all weight tickets for bedding material shall be submitted prior to any payment for pipe being installed. The cost of bedding materials, in the appropriate classes for the type of pipe material utilized, as shown on the drawings or for the structures constructed, shall be considered subsidiary to the other items of Work for which direct payment is made.

- FF. "STANDARD MANHOLES" shall be measured and paid for at the contract unit price bid per each for each type of manhole. This price shall be full compensation for the cast iron ring and cover, the brick adjustment or precast grade rings when required, the manhole floor, and all labor, tools, equipment and incidentals necessary to install these items. "STANDARD MANHOLES" shall also be measured from the flow line to the top of rim and paid for at the contract unit price bid per vertical foot for each type of manhole. This payment shall be full compensation for all steps, eccentric manhole sections, manhole barrel sections, drop pipes, fittings, joints, labor, materials, tools, equipment and incidentals necessary to complete each type of manhole in a manner acceptable to the Project Manager.
- GG. Measurement and payment will be made at the contract unit price bid per each for "REMOVE PLUG". Such payment shall be full compensation for furnishing and removing all materials, all labor, excavation, backfill, equipment, tools, collars or connecting materials, and incidentals necessary to remove the plug as accepted by the Engineer and Representative of the City of Seward.
- HH. Measurement and payment will be made at the contract unit price bid per each for "PVC PLUG". Such payment shall be full compensation for furnishing and installing all materials, all labor, excavation, backfill, equipment, tools, collars or connecting materials, and incidentals necessary to install the plug as accepted by the Engineer and Representative of the City of Seward.
- II. Measurement and payment will be made at the contract unit price bid per each for "CONSTRUCT ___" SEWER SERVICE". Such payment shall be full compensation for all labor, tapping permits, plumbing permit, fittings, and materials, except as otherwise provided, excavation for taps and abandonments, backfill for taps and abandonments, sod, equipment, tools and incidentals necessary to complete the reconstruction in a workmanlike manner, all as accepted by the Engineer and Representative of the City of Seward.
- JJ. "___" x ___" SERVICE 'Y' FITTING", shall be measured and paid for at the contract unit price bid per each for each size. This price shall be full compensation for all excavations, backfill, testing, labor, materials, tools, equipment and incidentals necessary to complete the Work in a manner acceptable to the Engineer and Representative of the City of Seward.
- KK. Measurement and payment will be made at the contract unit price bid per linear foot for "SEWER SERVICE PIPE" for each size required. Such payment shall be full compensation for furnishing and installing all pipe materials, all labor, excavation, backfill, equipment, tools, collars or connecting devices, and incidentals necessary to place the pipe in service as accepted by the Engineer and Representative of the City of Seward.
- LL. Reinforced Concrete Pipe (RCP) storm sewer pipe constructed in conformance with these Specifications and accepted by the Engineer and Representative of the City of Seward, shall be measured from center of structure to center of structure or to the end of the pipe.

Payment for pipes shall be made at the contract unit price bid per linear foot for “___ INCH RCP STORM SEWER PIPE, CLASS III” for the various sizes shown on the plan. Such payment shall be full compensation for all excavation, bedding, jointing, backfill, materials, equipment, tools, labor, and incidentals necessary to complete the items of Work called for as per plan.

Grading required as a part of storm sewer construction shall not be measured or paid for separately. The costs of such grading shall be considered as subsidiary to the costs of the items for which direct payment is made.

- MM. Reinforced concrete storm sewer pipe removed in accordance with these Specifications and accepted by the Engineer and Representative of the City of Seward, shall be measured and paid for at the contract unit price bid per linear foot for “REMOVE STORM SEWER PIPE.” Such payment shall be full compensation for all excavation, removal, bedding if required, relaying, loading salvaged pipe, backfill disposal, materials, equipment, tools, labor, and incidentals necessary to perform the Work called for as per plan.
- NN. Storm sewer inlets constructed in conformance with these Specifications and accepted by the City’s Project Manager shall be counted and paid for at the contract unit price bid per each for “STORM SEWER INLET, COMPLETE” for the various sizes and types required. Such payment shall be full compensation for all excavation, brick, mortar, concrete, inlet top, castings, curb as called for on the Standard Plans, backfill, materials, equipment, tools, labor, and incidentals necessary to complete each inlet.
- OO. Storm sewer manholes constructed in conformance with these Specifications and accepted by the Engineer and Representative of the City of Seward shall be counted and paid for at the contract unit price bid per each for “STORM SEWER MANHOLE”. Such payment shall be full compensation for all excavation, brick, mortar, castings, precast sections, reinforcement, concrete, backfill, materials, equipment, tools, labor, and incidentals necessary to complete each manhole.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 02060

DEMOLITION AND SALVAGE

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. Demolition, removal, and disposal of existing structures, piping, equipment, and other miscellaneous items as indicated on the drawings, specified herein, or as required for construction of the work.
- B. Removal, inspection, and cleaning of existing materials and equipment as indicated on the drawings or specified herein to be reused in the Work.
- C. Removal, cleaning, salvaging, and delivery to Owner of existing materials and equipment as indicated on the drawings or specified herein.

1.2. RELATED SECTIONS

- A. All sections.

1.3. MEASUREMENT AND PAYMENT

- A. Section 01800 - Measurement and Payment.

1.4. REGULATORY REQUIREMENTS

- A. Conform to applicable code(s) for demolition operations, safety of adjacent structures or facilities, dust control, runoff control and disposal.
- B. Obtain required permits from authorities.
- C. Notify affected utility companies before starting work and comply with their requirements.
- D. Do not close or obstruct roadways, sidewalks, hydrants, without required permits or authorizations.

1.5. SCHEDULING

- A. Schedule work under the provisions of Section 01300.
- B. Schedule work to precede new construction.
- C. Describe demolition removal procedures and schedule.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Waste Material: To be disposed of per this section.
- B. Material Indicated for Reuse: To be cleaned, inspected, and reused.
- C. Salvage Material: To be cleaned and delivered to the Owner.

PART 3 EXECUTION

3.1 PREPARATION

- A. Provide, erect, and maintain adequate temporary barriers and security devices.
- B. Protect existing landscaping materials, appurtenances, structures and facilities which are not being demolished.
- C. Prevent movement or settlement of adjacent structures.
- D. Identify and mark location of utilities.

3.2 DEMOLITION REQUIREMENTS

- A. Conduct demolition to minimize interference with adjacent structures.
- B. Cease operations immediately if adjacent structures appear to be in danger. Notify authority having jurisdiction and Engineer. Do not resume operations until directed.
- C. Conduct operations with minimum interference to public or private accesses. Maintain protected egress and access at all times.
- D. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon or limit access to their property.
- E. All removed materials not specifically designated for reuse or salvage shall be removed and disposed of by Contractor.

3.3 DEMOLITION

- A. Saw cut concrete or bituminous items neatly and full depth at indicated limits of removal.
- B. Remove bituminous surfacing, concrete slabs on grade or other concrete items carefully to confine removal within indicated limits.
- C. Perform required excavation and remove designated portions of existing facilities or structures.

- D. Fill or seal open portions of remaining facilities which are to be abandoned in place.
- E. Backfill areas excavated as a result of demolition, in accordance with Section 02200.
- F. Rough grade and compact areas affected by demolition to maintain site grades and contours.
- G. Remove from project site and properly dispose of all demolished materials which are not designated for reuse or salvage.
- H. Do not burn or bury materials on-site. Leave site in clean condition.
- I. Materials not intended for reuse or salvage shall be removed from the site and disposed of by the Contractor.

3.4 REUSED MATERIALS

- A. Contractor shall furnish and install new materials as required for the work, except at locations where the reuse of existing materials is allowed. Contractor may, at his own expense, provide new materials in lieu of reusing existing materials. At locations where the Contractor elects to provide and install new materials in lieu of reuse of the existing materials, the removed materials shall become the property of the Contractor.
- B. Contractor shall carefully remove, in a manner sufficient to prevent damage, all materials and equipment intended for reuse. Any items damaged in removal, storage, or handling through carelessness or improper handling by the Contractor shall be replaced with new items at the Contractor's expense.
- C. Contractor shall clean, store, and protect items intended for reuse in a manner to prevent damage and in accordance with requirements of Section 01600.
- D. Contractor shall inspect the material to be reused and immediately notify the Engineer if, in the Contractor's opinion, any material designated for reuse, is not in satisfactory condition for reinstallation and reuse.

3.5 SALVAGE

- A. Contractor shall carefully remove, in a manner sufficient to prevent damage, all materials and equipment indicated or specified to be salvaged and to remain the property of the Owner.
- B. Contractor shall clean and deliver to the Owner all materials designated to be salvaged from the execution of the Project. The materials shall be delivered and stored at the location designated by the Owner.

END OF SECTION

SECTION 02200

EARTHWORK

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Site clearing; including clearing site of plant life, grass, root systems, and removal of debris.
- B. Rough grading; including removal and stockpiling of topsoil and rough grading and contouring of site.
- C. Excavations; including excavations for structures, manholes, and trenches for piping.
- D. Dewatering of excavations.
- E. Backfilling and compaction around the outside of structures, manholes, trenches, and at other locations.
- F. Landscape grading; including requirements for placing, compacting, leveling, and finishing subsoils and topsoils.
- G. Other appurtenant work.

1.2 RELATED WORK

- A. All Sections.

1.3 PROJECT RECORD DOCUMENTS

- A. Accurately record location of utilities remaining, rerouted utilities, and new utilities by horizontal dimensions, elevations or inverts, and slope gradients.
- B. Report of Geotechnical Exploration, Prepared by Olsson and all subsequent addendums. The geotechnical recommendations shall govern over these specifications in any discrepancies between the two.

1.4 FIELD MEASUREMENTS

- A. Verify that survey benchmark and intended elevations for the Work are as indicated.

1.5 PROTECTION

- A. Protect bench marks.
- B. Locate and protect above and below grade utilities which are to remain. Expose existing underground utilities as required prior to beginning work.
- C. Protect existing structures, streets, roads, and other facilities as required. Provide adequate shoring and bracing to prevent settlement or damage to adjacent structures. Underpin adjacent structures which may be damaged by excavation work, including service utilities and pipe chases.
- D. Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cave-in or loose soil from falling into excavation. Grade excavation top perimeter to prevent surface water run-off into excavation.
- E. Protect bottom of excavations and soil adjacent to and beneath foundations from frost.
- F. Protect trees, shrubs, lawns, and other features remaining as portion of final landscaping.
- G. Notify Engineer of unexpected subsurface conditions and discontinue work in affected area until notification to resume work.
- H. Repair damage resulting from Contractor's operations.

1.6 REFERENCES

- A. ANSI/ASTM C136 - Sieve Analysis of Fine and Coarse Aggregates.
- B. ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb (2.49 Kg) Rammer and 12 inch (304.8 mm) Drop.
- C. ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.
- D. ASTM D2167 - Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
- E. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- F. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.
- G. ASTM D4253 - Test Methods for Maximum Index Density of Soils using a Vibratory Table.
- H. ASTM D4254 - Test Methods for Minimum Index Density of Soils and Calculation of Relative Density.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Topsoil: Reused site material when possible. Overlying excavated site material, graded free of roots, rocks and stones, subsoil, debris, and weeds.
- B. Topsoil: Imported, friable loam; free of subsoil, roots, grass, weeds, rocks and stones, and foreign matter; acidity range (pH) of 5.5 to 7.5; containing a minimum of 4 percent and a maximum of 25 percent organic matter.
- C. Subsoil: Material excavated from site below topsoil down to subgrade elevations, graded free of organic matter, lumps larger than 6 inches, rocks larger than 3 inches, and debris.
- D. Granular Embedment Material: Type “A” or Type “B” Aggregate as specified in Section 02207.
- E. Select Subsoil: Free of organic material, gravel larger than one inch size, and debris.
- F. Common Fill Materials: Subsoil, free of gravel or rock larger than 3 inch size, and debris.

PART 3 EXECUTION

3.1 SITE CLEARING

- A. Protection
 - 1. Protect trees, plant growth and features remaining as final landscaping.
 - 2. Protect bench marks and existing work from damage or displacement.
 - 3. Maintain designated site access for vehicle and pedestrian traffic.
 - 4. Locate and protect utilities that remain from damage.
- B. Preservation of Trees
 - 1. No trees shall be removed outside of excavated or filled areas, unless their removal is authorized by the Engineer.
 - 2. Trees left standing shall be adequately protected from permanent damage by construction operations.
 - 3. Trimming of standing trees where required shall be as directed by the Engineer.

C. Clearing

1. Clear areas required for access to site and execution of Work. All sites to be occupied by permanent construction or embankments shall be cleared of all logs, trees, roots, brush, tree trimmings, and other objectionable materials and debris.
2. Remove trees and shrubs within marked areas. Grub out stumps, roots, and surface rock.
3. Clear undergrowth and deadwood, without disturbing subsoil. Subgrades for fills and embankments shall be cleaned and stripped of all surface vegetation, sod, and organic topsoil.

D. Removal

1. Remove debris from site. Dispose of debris in accordance with all applicable regulations and requirements.
2. Contractor shall be responsible for removing and disposing of all excess excavated materials.

3.2 ROUGH GRADING

A. Preparation

1. Identify required lines, levels, contours, and datum. Coordinate with Section 01005.
2. Identify and locate by prospecting, known below grade utilities. Stake and flag locations.
3. Identify, locate, and flag above grade utilities.
4. Maintain and protect existing utilities remaining which pass through work area.
5. Upon discovery of unknown utility or concealed conditions, discontinue affected work; notify Engineer.

B. Topsoil Excavation

1. Excavate topsoil from areas to be further excavated, re-landscaped, re-graded, or disturbed without mixing with foreign materials. Relay after completion of excavation or regrading.
2. Do not excavate wet topsoil.
3. Stockpile topsoil in area on site to depth not exceeding ten (10) feet and protect from erosion. Topsoil shall be redistributed after final grading. Contractor shall

not remove topsoil from the site without permission from the Owner.

C. Subsoil Excavation

1. Excavate subsoil from areas to be further excavated or regraded and use for fill area. Excess subsoil above requirements for fill to be temporarily stockpiled in Contractor use area or area designated by Owner.
2. Do not excavate wet subsoil.

D. Tolerances

1. Top Surface of Subgrade: Plus or minus one inch.

3.3 STRUCTURE EXCAVATION

A. General

1. Excavation work shall be performed in a safe and proper manner with suitable precautions being taken against all hazards.
2. Excavations shall provide adequate working space and clearances for the work to be performed therein and for installation and removal of concrete forms.
3. Subgrade surfaces shall be clean and free of loose material of any kind when concrete is placed thereon.
4. Backfilling and construction of fills and embankments during freezing weather shall not be done except by permission of the Engineer. No backfill, fill, or embankment materials shall be installed on frozen surfaces, nor shall frozen materials, snow, or ice be placed in any backfill, fill, or embankment.

B. Preparation

1. Identify required lines, levels, contours, and datum.
2. Identify known underground, above ground, and aerial utilities. Stake and flag locations.
3. Notify utility companies to remove and relocate utilities in the way of excavation.
4. Maintain, re-route or extend as required existing utility lines to remain which pass through work area. Pay costs for this work, except those covered by utility companies.
5. Remove abandoned utility service lines from areas of excavation, plug or seal such lines with concrete.

6. Protect above and below grade utilities which are to remain.
 7. Protect plant life, lawns rock outcropping and other features remaining as a portion of final landscaping.
 8. Protect bench marks, existing structures, fences, sidewalks, paving, and curbs from excavation equipment and vehicular traffic.
 9. Upon discovery of unknown utility or concealed conditions, discontinue affected work; notify Engineer.
- C. Site Preparation
1. Prepare site as required for the work.
- D. Topsoil Excavation
1. Excavate topsoil as required for the work.
- E. Subsoil Excavation
1. Excavate subsoil required to accommodate site improvements.
 2. Machine slope banks to angle of repose or less, until shored.
 3. Grade top perimeter of excavation to prevent surface water from draining into excavation.
 4. Remove lumped subsoil, boulders, and rock.
 5. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
 6. Correct unauthorized excavation at no extra cost to Owner.
 7. Fill areas over-excavated under structure bearing surfaces with complete crusher run rock 2" nominal size, or other material acceptable to Engineer.
 8. Subgrades for concrete structures shall be firm, dense, and thoroughly compacted and consolidated; shall be free from mud and muck; and shall be sufficiently stable to remain firm and intact under the feet of the workmen.

9. Subgrades for concrete structures which are otherwise solid, but which become mucky on top due to construction operations, shall be reinforced with crushed rock or gravel. The finished elevation of stabilized subgrades shall not be above subgrade elevations shown on the drawings.
10. Stockpile excavated material in area designated on site.
11. When complete, verify soil bearing capacities, depths, and dimensions.
12. Accurately locate and record abandoned and active utility lines rerouted or extended, on project record documents.

F. Final Grading

1. After other outside work has been finished, and backfilling and embankments completed and settled, all areas on the site of the work which are to be graded shall be brought to grade at the indicated elevations, slopes, and contours. Use of graders or other power equipment may be permitted for final grading and dressing of slopes, provided the result is uniform and equivalent to hand work. All surfaces shall be graded to secure effective drainage.

G. Disposal of Excess Excavated Materials

1. Excess material, broken concrete and other debris resulting from pavement, drive, or sidewalk removal, junk, and debris encountered in excavation work and other similar waste materials shall be disposed of away from the site of the work at a location acceptable to the Engineer.

H. Field Quality Control

1. Provide for visual inspection of bearing surfaces as required.

I. Protection

1. Protect excavations by methods required to prevent cave-in or loose soil from falling into excavation as required.
2. Protect bottom of excavations and soil adjacent to and beneath foundations from freezing.

3.4 TRENCHING

A. Inspection

1. Verify stockpiled fill to be reused is approved.

2. Verify areas to be backfilled are free of debris, snow, ice, or water, and surfaces are not frozen.

B. Preparation

1. Identify required lines, levels, contours, and datum.
2. Compact subgrade surfaces to density requirements for backfill material and according to requirements at end of this section.
3. Maintain and protect above and below grade utilities which are to remain.

C. Excavation

1. Excavate subsoil as required for construction of sanitary sewers, force mains, manholes, and other work including connecting to existing utilities.
2. Cut trenches sufficiently wide to enable installation of utilities and allow inspection. Remove water or materials that interfere with work.
3. Hand trim excavation and leave free of loose matter. Hand trim for bell and spigot pipe joints.
4. Remove lumped subsoil, boulders, and rocks.
5. Excavation shall not interfere with normal 45 degree bearing splay of foundations.
6. Correct unauthorized excavation at no cost to Owner.
7. Fill over-excavated areas under pipe bearing surfaces with approved granular material as directed by the Engineer.

8. Trenches shall be excavated to a width which will provide adequate working space and sidewall clearances for proper pipe installation, jointing and embedment.
 - a. **Minimum Sidewall Clearance:** Minimum permissible sidewall clearance from the bottom of the trench to an elevation 6 inches above the top of installed pipe, and the minimum permissible sidewall clearances between the installed pipe and each trench wall, shall be as follows:

<u>Pipe Size</u>	<u>Minimum Sidewall Clearance</u>
18"	12"
15"	9"
12"	9"
10"	6"
8"	5"
6"	4"
4" and smaller	4"

- b. **Maximum Trench Widths:** Maximum trench widths below an elevation 6 inches above the top of installed pipe, shall be pipe diameter plus 24 inches.
- c. Specified minimum sidewall clearances are not minimum average clearances, but are minimum clear distances which will be required to the trench excavation or the trench protective system.
- d. For flexible conduits, moveable supports shall not be used below the top of the pipe zone unless it can be demonstrated that the integrity of the embedment material can be maintained.
- e. For flexible conduits where it is found necessary to use moveable supports below the top of the pipe zone, the minimum trench width shall be increased to produce a minimum sidewall clearance of 2.5 times the pipe outside diameter.

D. Tolerances

1. Top Surface of Backfilling: Plus or minus one inch.

E. Field Quality Control

1. Compaction testing will be performed in accordance with ANSI/ASTM D698 or ASTM D4253 and D4254 as required.

3.5 DEWATERING

- A. Contractor shall provide and maintain adequate dewatering equipment to remove and dispose of all surface and ground water entering excavations, trenches, or other parts of the work.
- B. Excavations shall be kept dry during subgrade preparation and continually thereafter until the pipe, manhole, structure, or work to be installed therein is completed to the extent that no damage from hydrostatic pressure, flotation, or other cause will result.
- C. All excavations which extend down to or below static ground water shall be dewatered by lowering and keeping the ground water level beneath such excavations 6 inches or more below the bottom of the subgrade.
- D. The Contractor will be held responsible for the condition of any pipe or conduit which he may use for drainage purposes, and all such pipes or conduits shall be left clean and free of sediment.

3.6 BACKFILLING & COMPACTION

- A. Inspection
 - 1. Verify stockpiled fill to be reused is approved.
 - 2. Verify dampproofing or waterproofing installation has been inspected.
 - 3. Verify foundations or basement walls are braced to support surcharge forces imposed by backfilling operations.
 - 4. Verify areas to be backfilled are free of debris, snow, ice, or water, and ground surfaces are not frozen.
- B. Preparation
 - 1. When necessary, compact subgrade surfaces to density requirements for backfill material.
 - 2. Cut out soft areas of subgrade not readily capable of in-situ compaction. Backfill with subsoil and compact to density equal to requirements for subsequent backfill material.
- C. Backfilling
 - 1. Support pipe and conduit during placement and compaction of bedding fill. Hand place and compact fill around pipe to 6 inches above top of pipe.

2. Backfill excavations to contours and elevations. Do not backfill over porous, wet, or spongy subgrade surfaces. Use unfrozen materials.
3. Backfill systematically, as early as possible, to allow maximum time for natural settlement. Do not backfill over porous, wet, or spongy subgrade surfaces.
4. Granular Fill Type A and B: Place and compact materials in equal continuous layers not exceeding 6 inches compacted depth.
5. Place and compact common fill material in continuous layers not exceeding 8 inches loose depth.
6. Maintain optimum moisture content of backfill materials to attain required compaction density.
7. Slope grade away from building minimum 2 inches in 10 ft., unless noted otherwise.
8. Make gradual grade changes. Blend slope into level areas.
9. Dispose surplus backfill materials off site.
10. Leave stockpile areas completely free of excess fill materials.

D. Tolerances

1. Top Surface of Backfilling: Plus or minus one inch.

E. Compaction Testing

1. Compaction testing will be performed in accordance with ANSI/ATSM D698 or ASTM D4253 and D4254 as required.
2. If tests indicate work does not meet specified requirements, remove work, replace and retest at no cost to Owner.

F. Schedule of Locations

1. The paragraphs below identify location, fill material to be used (identified from lower to upper fill type), compacted thickness of each fill, and compaction expressed as a percentage of maximum density and optimum moisture in comparison with ANSI/ASTM D698 or ASTM D4253 and D4254 as appropriate.
2. Structure Backfill:
 - a. See Geotechnical Report and Plans.

G. Settlement

1. The Contractor shall be responsible for all settlement of backfill, fills, and embankments which may occur within the one year correction period following final acceptance of the work.
2. Contractor shall make, or cause to be made, all repairs or replacements made necessary by settlement within 30 days after notice from the Engineer or Owner.

3.7 LANDSCAPE GRADING

A. Inspection

1. Verify site conditions and note irregularities affecting work of this Section.
2. Beginning work of this Section means acceptance of existing conditions.

B. Subsoil Preparation

1. Eliminate uneven areas and low spots. Remove debris, roots, branches, stones, in excess of 1/2 inch in size.
2. Scarify subgrade to depth of 3 inches where topsoil is scheduled. Scarify in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

C. Placing Topsoil

1. Place topsoil in areas where seeding is required, agriculture land, and other areas disturbed by Contractor.
2. Use topsoil in relatively dry state. Place during dry weather.
3. Fine grade topsoil eliminating rough or low areas. Maintain levels, profiles, and contours of subgrade.
4. Remove stone, roots, grass, weeds, debris, and foreign material while spreading.
5. Manually spread topsoil around trees, plants, and building to prevent damage.
6. Roll placed topsoil. Rake topsoil in landscaped areas, lawns, and planting areas.
7. Remove surplus subsoil and topsoil from site.
8. Leave stockpile area and site clean and raked, ready to receive landscaping.

D. Tolerances

1. Top of Topsoil: Plus or minus 1/2 inch.

E. Schedule of Locations

1. The following paragraph identifies compacted topsoil thicknesses for various locations.
2. Seeded Grass and Ground Covered Areas: Restore to original depth, but not less than 4 inches.
3. Field Areas: Restore to original depth, but not less than twelve (12) inches.

END OF SECTION

SECTION 02620

POTABLE WATER DISTRIBUTION SYSTEM

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Installation of new water mains.
- B. Thrust restraints.
- C. Fire hydrants.
- D. Testing of all water pipe.

1.2 RELATED WORK

- A. Section 01300: Submittal Procedure.
- B. Section 01600: Product Requirements.
- C. Section 01700: Contract Closeout, Procedures.
- D. Section 02200: Earthwork.
- E. Section 02936: Seeding-Mulching

1.3 REFERENCES

- A. AWWA C104 Cement-Mortar Lining for Ductile-Iron and Gray-Iron Pipe and Fittings for Water.
- B. AWWA C110 Gray-Iron and Ductile-Iron Fittings, 3 inches through 48 inches for Water and Other Liquids.
- C. AWWA C111 Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
- D. AWWA C502 Dry Barrel Fire Hydrants.
- E. AWWA C605 Underground Installation of Polyvinyl Chloride (PVC) pressure pipe and fittings for water.

- F. AWWA C800 Thread for Underground Service Line Fittings with Appendix on Collected Standards for Service Line Materials.
- G. AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 inches through 12 inches for water.
- H. Recommended Standards for Water Works §8.4.2 Valves and nozzles.

1.4 SHOP DRAWINGS AND PRODUCT DATA

- A. Submit shop drawings and product data for all proposed materials.
- B. Submit manufacturer's installation instructions.

1.5 REGULATIONS

- A. Comply with all applicable Health Department and Plumbing Code requirements.

PART 2 PRODUCTS

2.1 PIPE MATERIALS

- A. All pipe materials shall be approved by the City of Seward Water/Wastewater Department.
- B. PVC Water Main: All pipe 12 inches in diameter or smaller shall be PVC 1120 DR 14, with O.D. conforming to that of cast iron pipe. PVC pipe larger than 12 inches, shall be PVC 1120 DR 18 conforming to that of cast iron pipe unless otherwise specified. Pipe shall conform with AWWA Specification C-900 (latest edition), rubber compression ring joints conforming to ASTM 03139 and F477. Pipe shall be J-M "Blue Brute," or approved equal. Provide tracer wire as shown on project drawings.
- C. Granular Bedding Materials: Bedding material and foundation material shall conform to the requirements of ASTM "Standard Specifications for Concrete Aggregates", Designation C-33. The gradation for foundation material shall be size Number 357 (2" to #4). Bedding material shall be a well graded "crusher run" crushed rock or crushed concrete with a percent passing gradation range of 1"-100, 3/4"-90 to 100, #4- 40 to 60, and #200 - 0 to 10 unless otherwise designated on the plans or directed by the Engineer.
- D. Tracer Wire: THHN, 12 ga. Copper wire, manufactured for underground service. Wire shall be continuous without breaks. Splices shall be made with petroleum-filled wire nut caps. Bring tracer wire to surface as shown on the plans. Use with PVC water main.

- E. Retainer glands shall use wedge action principle to impart restraint of pipe, shall be constructed of ASTM65-45-12 ductile iron and shall be suitable for restraining PVC pipe and mechanical joints. Provide EBBA Iron Sales “Megalug” or approved equal. Megalugs and thrust blocks are both required for restraining fittings where changes of alignment occurs. Retainer glands shall be supplied clearly tagged or otherwise marked for use with either PVC pipe. Retainer Glands shall use the following minimum number of wedges for each pipe size:
- 6” pipe, 6 wedges per gland
 - 8” pipe, 6 wedges per gland
 - 10” pipe, 8 wedges per gland
 - 12” pipe, 8 wedges per gland
- F. Provide polyethylene encasement for fittings. Polyethylene Encasement: Class C, black pigmented, eight (8) mil thick, conforming to the requirements of ANSI A21.5. The encasement may be supplied in flat sheets or tubes at the Contractor's option. The tubes, measured when laid flat, and the flat sheets shall conform to the following dimensions:

Nominal Fitting Diameter (inches)	Tube and Sheet Sizes Polyethylene Encasement Width (inches)	
	Tube	Sheet
4	16	32
6	20	40
8	24	48
10	27	54
12	30	60

2.2 FITTINGS

- A. All fittings for water main shall be approved by the City of Seward Water/Wastewater Department.
- B. Fittings for Water Main: Ductile or cast iron standard or compact fittings conforming to AWWA C110/A21.10 or C153/A21.53. Polyethylene encasement shall conform to AWWA C104/A21.4.
- C. Mechanical Joints: ANSI/AWWA C111/A21.11, except gaskets shall be neoprene or other synthetic rubber. Natural rubber will not be acceptable.
- D. Provide transition gaskets and adapters as needed for connecting plastic pipe to pipe fittings of different material.

2.3 VALVES

- A. All gate valves shall be approved by the City of Seward Water/Wastewater Department.

- B. Mueller Model A-2360-20 Non-rising-Stem, Resilient-Seated Gate Valves, 3-Inch NPS (DN80) and larger (or approved equal): AWWA C509., gray- or ductile-iron body and bonnet; with bronze or gray- or ductile-iron gate, resilient seats, bronze stem, and stem nut. Include 200-psig (1380-kPa) minimum working-pressure design, interior coating according to AWWA CSSO, and push-on- or mechanical-joint ends and direction of opening left.
 - 1. All Gate Valves shall be wrapped with a polyethylene wrap and taped in accordance with Method C of AWWA C105 after installation. The wrap shall completely cover the valve, and operator, taped around the ends to form a good seal.
- C. Valve Boxes: Cast-iron box with top section and cover with lettering "WATER," bottom section with base of size to fit over valve and barrel approximately 5 inches (125mm) in diameter, and adjustable cast-iron extension of length required for depth of bury of valve.
 - 1. Provide steel tee-handle operating wrench with each valve box, or as required by the Water/Wastewater Department. Include tee handle with one pointed end, stem of length to operate valve, and socket fitting valve-operating nut.
- D. Curb Stops: Not used.
- E. Service Boxes for Curb Stops: Not Used.
- F. Tapping Sleeve and Tapping Valve: Complete assembly, including tapping sleeve, tapping valve, and bolts and nuts. Use sleeve and valve compatible with tapping machine.
 - 1. Tapping Sleeve: Cast- or ductile-iron, 2-piece bolted sleeve with flanged outlet for new branch connection. Sleeve may have mechanical-joint ends with rubber gaskets or sealing rings in sleeve body. Include sleeve matching size and type of pipe materials being tapped and of outlet flange required for branch connection.
- G. Service Clamps and Corporation Stops: Not Used.

2.4 THRUST BLOCKS

- A. Construct poured in place concrete thrust blocks for all fittings where changes of alignment occurs and in accordance with the plans and these specifications.

2.5 MECHANICAL JOINTS WITH TIE RODS

- A. All mechanical joints shall be approved by the City of Seward Water/Wastewater Department.

- B. Ties Rods: ASTM A307.
- C. Steel Pipe: ASTM A53, standard weight.
- D. Washers: ANSI B18.22.1, plain steel.

2.6 MECHANICAL COUPLINGS

- A. All mechanical couplings shall be approved by the City of Seward Water/Wastewater Department.
- B. Couplings: Dresser Style 38, Smith Blair 441 or 411 Flexible Coupling, or equal; without pipe stop.
- C. Gaskets: Oil resistant synthetic rubber.

2.7 FIRE HYDRANTS

- A. All fire hydrants shall be approved by the City of Seward Water/Wastewater Department.
- B. Fire hydrants shall be Kennedy Guardian K81D (or approved equal), either 5'-6" bury or 6'-6" bury as specified on the plans.
 - 1. Outlet threads shall be NFPA 1963 with external hose thread used by local fire department and cast iron caps with steal chains.
 - 2. Operating and cap nuts shall be pentagon 1-1/2" point to flat with a direction opening to the left.
 - 3. Exterior shall be red alkyd-gloss enamel paint.

PART 3 EXECUTION

3.1 PREPARATION

- A. Review layout requirements with other affected work. Coordinate locations of fittings to accommodate system.
- B. Protect landscaping and other features remaining as final work.
- C. Coordinate and schedule work with City at least 24 hours before commencing work.

3.2 TRENCHING

- A. Trench for water system piping per Section 02200 - Earthwork.

- B. Keep trenches free of debris, material, or obstructions that may damage pipe.
- C. Backfill per Section 02200 - Earthwork.

3.3 INSTALLATION

- A. Install pipe and fittings in accordance with manufacturer's instructions and AWWA C600 and AWWA C900.
- B. Valve boxes and fire hydrants shall be set plumb.
- C. Install tracer wire with all water mains and provide junction boxes at fire hydrants and termination points. Tracer wire to terminate at tracer wire valve boxes next to fire hydrants as per plans. Tracer wire shall be secured to the top of the water main by tape a minimum of three times in each section of pipe. A continuous loop shall be installed to the top of all valved boxes. All wire shall be joined by use of a wire clamp. These connections shall be sealed and tamped to create a watertight connection.

3.4 VALVE APPLICATIONS

- A. Drawings indicate valve types to be used.

3.5 HANDLING

- A. Pipe, fittings, and accessories shall be handled in a manner that will insure installation in sound, undamaged condition. Equipment, tools, and methods used in handling pipe and fittings in which cement lining has been damaged shall be replaced. Small and readily accessible damaged areas may be repaired.

3.6 INSPECTION

- A. Pipe and fittings shall be carefully examined for cracks and other defects immediately before installation; spigot ends shall be examined with particular care. All defective pipe and fittings shall be removed from the site of the work.

3.7 LAYING WATER MAIN

- A. Pipelines or runs intended to be straight shall be laid straight. Deflections from a straight line or grade shall not exceed 1/2 of the manufactures maximum joint deflection, unless specially designed bells and spigots are provided.
- B. Either shorter pipe sections or fittings shall be installed where the alignment or grade requires them.

- C. All water mains shall be placed at a depth sufficient to provide 5 feet of cover over the top of the pipe, unless specifically stated otherwise in the drawings.
- D. Pipe shall be protected from lateral displacement by placing the specified pipe embedment material. Under no circumstances shall pipe be laid in water and no pipe shall be laid under unsuitable weather or trench conditions.
- E. Pipe shall be laid with the bell ends facing the direction of laying except when reverse laying is specifically authorized by the Engineer.
- F. Water mains shall be laid at least 10 feet horizontally from any existing or proposed sewer. Water mains crossing sewers shall be laid to provide a minimum vertical distance of 18 inches between the outside of the water main and the outside of the sewer, either above or below the sewer. At crossings, one full length of water pipe shall be located such that both joints will be as far from the sewer as possible.
- G. Either shorter pipe sections or fittings shall be installed where the alignment or grade requires them.

3.8 CUTTING PIPE

- A. Cuttings shall be done in a neat manner, without damage to the pipe. Cuts shall be smooth, straight, and at right angles to the pipe axis. After cutting the end of the pipe, it shall be dressed with a file to remove all roughness and sharp corners.

3.9 CLEANING

- A. The interior of all pipe and fittings shall be thoroughly cleaned of foreign material before being installed and shall be kept clean until the work has been accepted. Before jointing, all joint contact surfaces shall be wiped clean and kept clean until jointing is completed.
- B. Precautions shall be taken to prevent foreign material from entering the pipe during installation. Debris, tools, clothing, or other materials shall not be placed in or allowed to enter the pipe.
- C. Whenever pipe laying is stopped, the open end of the pipe shall be sealed with a watertight plug which will prevent trench water from entering the pipe.
- D. If the pipe is flooded and/or filled with mud, the Contractor shall remove all foreign water and debris, flush main with potable water, then chlorinate the main for a 24-hour period. This procedure shall be in accordance with Section 02675 - Disinfection of Water System.

3.10 VALVE INSTALLATION

- A. General Application: Use mechanical-joint-end valves for 3-inch NPS (DN80) and larger underground installation. Use threaded- and flanged-end valves for installation in pits.
- B. AWWA-Type Gate Valves: comply with AWWA C600. Install underground valves with stern pointing up and with cast-iron valve box.
- C. Bronze Corporation Stops and Curb Stops: Not used.

3.11 FIELD JOINTS

- A. Joints in buried locations shall be push-on type unless otherwise indicated on the drawings.

3.12 PUSH-ON-JOINTS

- A. All instructions and recommendations of the pipe manufacturer, relative to gasket installation and other jointing operations, shall be followed by the Contractor. All joints surfaces shall be lubricated with heavy vegetable soap suitable for use in potable water, shall be stored in closed containers, and shall be kept clean. Each spigot end shall be suitably beveled to facilitate assembly.

3.13 REACTION ANCHORAGE AND BLOCKING

- A. All unplugged bell and spigot or all-bell tees, hydrant-branches, bends deflecting 11 ¼ degrees or more, valves, and plugs which are installed in buried piping shall be provided with suitable reaction blocking, anchors, joint harness, or other acceptable means for preventing movement of the pipe caused by internal pressure.
- B. Concrete blocking shall extend from the fitting to solid undisturbed earth and shall be installed so that all joints are accessible for repair. The bearing area of concrete reaction blocking shall be shown on the drawings or as directed by the Engineer. If adequate support against undisturbed ground cannot be obtained, metal harness anchorages consisting of steel rods across the joint and securely anchored to pipe and fitting or other adequate anchorage facilities shall be installed to provide the necessary support. Should the lack of a solid vertical excavation face be due to improper trench excavation, the entire cost of furnishing and installing metal harness anchorages in excess of the contract value of the concrete blocking replaced by such anchorages will be borne by the Contractor.

3.14 LEAKAGE

- A. All joints shall be watertight and free from leaks. Allowable leakage shall be the amount of leakage less than that specified in AWWA C605-13, Section 10.3.6 Test Allowance. All visible leaks shall be repaired regardless of the amount of leakage.

Each leak which is discovered within one (1) year after final acceptance of the work by the Owner shall be repaired by and at the expense of the Contractor.

3.15 TESTING

- A. Fill line and flush as needed to remove all trapped air.
- B. Hydrostatically test all portions of the new water line for leakage in accordance with AWWA C605-13, Section 10.3 Hydrostatic Testing.
- C. Pressure test all portions of the line at 200 psig measured at the lowest point for 2 hours minimum.
- D. Repair any leaks and retest.
- E. Contractor shall be responsible for performing all required tests.

3.16 FIRE HYDRANT INSTALLATION

- A. General: Install each fire hydrant with separate gate valve in supply pipe, anchor with restrained joints or thrust blocks, and support in upright position.
- B. AWWA-Type Fire Hydrants: Comply with AWWA M17.
- C. UUFM- Type Fire Hydrants: Comply with NFPA 24.

3.17 SEWER LINE CONFLICT

- A. Water mains crossing sewers shall be laid to provide a minimum vertical distance of 18 inches between the outside of the water main and the outside of the sewer. This shall be the case where the water main is either above or below the sewer. At crossings, one full length of water pipe shall be located so both joints will be as far from the sewer as possible. Special structural support for the water and sewer pipes may be required.
- B. Further, the sewer shall be encased in a concrete envelope 10'-0" either side of the centerline of the water main. The concrete envelope shall provide a minimum of 8" of cover around the sewer. In lieu of the concrete envelope, the sewer line may be reconstructed of ductile iron pipe such that a 20 foot length of ductile iron sewer is centered over the water main.
- C. Where a 10 foot separation between a sewer manhole and the water main cannot be maintained, the water main shall be cut as required so that a 20 foot length of pipe may be centered at the nearest point to the manhole.

3.18 WATER FOR TESTING AND DISINFECTION

- A. The Owner will furnish water for purposes of testing and disinfection provided the Contractor minimizes waste. If waste is noted the City maintains the right to charge for water used.
- B. The Contractor shall disinfect the water distribution system in accordance with Section 02675.

3.19 ADJUSTMENT

- A. Check and adjust accessories for smooth operation.

END OF SECTION

SECTION 02623

SANITARY SEWER PIPE

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Gravity Sewer Pipe.
- B. Fittings and jointing materials.

1.2 RELATED WORK

- A. Section 02200 - Earthwork.

1.3 REFERENCES

- A. ASTM D1784 - Specification for Rigid Poly (Vinyl Chloride) PVC Compounds.
- B. ASTM D2412 - Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel - Plate Loading.
- C. ASTM D3034 - Standard Specification for Type PSM PVC Sewer Pipe and Fittings.
- D. ASTM D3212 - Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.
- E. ASTM F679 - Standard Specification for PVC Large Diameter Plastic Gravity Sewer Pipe and Fittings.

1.4 SUBMITTALS

- A. Submit product data under provisions of Section 01300.
- B. Include data on pipe materials, pipe fittings, gasket material, and accessories.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site under provisions of Section 01600.
- B. Store and protect products under provisions of Section 01600.

PART 2 PRODUCTS

2.1 POLYVINYL CHLORIDE PIPE (PVC)

A. Pipe.

1. ASTM D3034, Type PSM SDR 26 minimum.
2. Pipe shall be made of PVC plastic having a minimum cell classification of 12454B or 12454C as defined in ASTM D1784.
3. The pipe shall be uniform in color, opacity, density and other physical properties. Pipe and fittings shall be marked in accordance with the relevant ASTM standard, i.e, D3034 or F679, including a date or date code.

B. Joints.

1. ASTM D3212, stab type with elastomeric gaskets. Gaskets shall be in compliance with ASTM F477 and shall be suitable for sewage service. Solvent weld joints and couplings will not be permitted. Natural rubber gaskets will not be acceptable.

C. Fittings.

1. PVC plastic fittings, cell classification 12454B or 12454C as defined in ASTM D1784 and conforming to ASTM D2665.

2.2 CONNECTIONS TO MANHOLES

- | | |
|--|---|
| A. Precast manhole bottoms with cast-in-place resilient manhole/pipe connectors | A-Lock “Manhole Pipe Seal” or or Dura-Tech “Dura-Seal” |
| B. Precast manholes with boxouts for grouted/concrete, manhole/pipe connections, and reconstructed manhole inverts | Rubber ring water stop with stainless steel compression band. |

PART 3 EXECUTION

3.1 HANDLING AND STORAGE

- A. Pipe, fittings, and accessories shall be handled in a manner that will insure installation in sound, undamaged condition. Equipment, tools, and methods used in handling and installing pipe and fittings shall not damage the pipe and fittings.
- B. Hooks inserted in ends of pipe shall have broad, well padded contact surfaces.

- C. Pipe stored on the job site shall be covered with canvas or other opaque material to protect it from the sun's rays. Air circulation shall be provided under the covering.
- D. Ultraviolet radiation degradation evidenced by a light yellow (or brown) discoloration of the pipe shall be cause for rejection and removal of the pipe. Pipe which is not installed within 120 days of the latest factory compliance test shall not be used without the written approval of the Engineer. Pipe older than two years from date of manufacture shall not be used.

3.2 CUTTING PIPE

- A. Cutting shall be done in a neat manner, without damage to the pipe.
- B. Cuts shall be smooth, straight, and at right angles to the pipe axis. After cutting, the end of the pipe shall be dressed with a file to remove all roughness and sharp corners.

3.3 CLEANING

- A. The interior of all pipe and fittings shall be thoroughly cleaned of foreign matter before being installed and shall be kept clean until the work has been accepted.
- B. Before jointing, all joint contact surfaces shall be wire brushed if necessary, wiped clean, and kept clean until jointing is completed.
- C. Precautions shall be taken to prevent foreign material from entering the pipe during installation. Debris, tools, clothing, or other materials shall not be placed in or allowed to enter the pipe.
- D. Whenever pipe laying is stopped, including stoppage at the end of each work day, the open end of the pipe shall be sealed with a watertight plug which will prevent trench water from entering the pipe.

3.4 INSPECTION

- A. Pipe and fittings shall be carefully examined for cracks and other defects immediately before installation; spigot ends shall be examined with particular care.
- B. All defective pipe and fittings shall be removed from site of the work.

3.5 ALIGNMENT

- A. Pipelines or runs intended to be straight shall be laid straight and at uniform grade between changes in grade.
- B. Straight section of piping between manholes shall be lamped by the Engineer or representative with assistance from the Contractor.

3.6 LAYING PIPE

- A. Pipe shall be protected from lateral displacement by placing the specified pipe embedment material. See Specification Section 02200 - Earthwork.
- B. Under no circumstances shall pipe be laid in water and no pipe shall be laid under unsuitable weather or trench conditions.
- C. Pipe shall be laid with the bell ends facing the direction of laying except when reverse laying is specifically authorized by the Engineer or representative.
- D. The Contractor shall erect substantial batter boards at intervals of not more than 50 feet. Batter boards shall be used to determine and check pipe subgrades. Not less than three (3) batter boards shall be maintained in proper position at all times when trench grading is in progress.
- E. Other methods of maintaining alignment and grade, such as use of laser beam equipment or surveying instruments, will be considered, provided complete information describing the proposed method is submitted to the Engineer or representative for review before pipe laying is started.
- F. All instructions and recommendations of the joint manufacturer shall be followed. Immediately before joints are pushed together, all joint surfaces shall be lubricated with the lubricant furnished by the joint manufacturer.
- G. When material is encountered which will not, in the Engineer's opinion, provide a suitable bed for construction of the sewer; granular foundations and bedding shall be installed at the Engineer's direction.
- H. Granular bedding and foundation, which is necessary due to improper trench preparation and maintenance or neglect in handling ground water, shall be installed at the Contractor's expense.
- I. Piping cast into a concrete manhole base shall be provided with manufacturer's recommended water stop collar or other suitable means of providing a watertight, structurally sound connection as recommended by the pipe manufacturer and approved by the Engineer.

3.7 WATER MAIN CONFLICT

- A. Sewer lines crossing water mains with vertical separation less than 18", shall be laid to the grades indicated on the drawings. At crossings, one full length of sewer pipe shall be located so both joints will be as far from the water main as possible. Special structural support for the water and sewer pipes may be required.

- B. Further, the sanitary sewer shall be encased in a concrete envelope a minimum of 10'-0" either side of the centerline of the water main. The concrete envelope shall provide a minimum of 8" of concrete cover around the sewer. In lieu of the concrete envelope, the sewer line may be reconstructed of ductile iron pipe such that a 20-foot length of ductile iron sewer is centered over the water main.

- C. Where a 10-foot separation between a sewer manhole and the water main cannot be maintained, the water main shall be cut as required so that a 20-foot length of pipe may be centered at the nearest point to the manhole.

END OF SECTION

SECTION 02631

SANITARY SEWER MANHOLES

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Construction of new manholes.

1.2 RELATED WORK

- A. Section 01300 - Submittals.
- B. Section 02200 - Earthwork.
- C. Section 02623 - Sanitary Sewer Pipe.
- D. Section 07160 - Bituminous Dampproofing.

1.3 SUBMITTALS

- A. Submit as required.
- B. Shop Drawings: Indicate manhole locations, elevations, and pipe sizes and elevations of penetrations.
- C. Product Data: Provide manhole covers, component construction, features, configuration, and dimensions.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Concrete: Materials, handling, forms, finishing, curing, and other work as specified in concrete section.
- B. Precast Sections: Circular precast concrete base and riser sections with eccentric cone top sections; ASTM C478
 - 1. Minimum Thickness: As indicated on the drawings.
 - 2. Reinforcement: ASTM C478.
 - 3. Openings: Circular openings for use with cast-in-place resilient manhole/pipe connectors. Circular or horseshoe shaped boxouts for use with grout/concrete

manhole/pipe connections using rubber ring water stop with stainless steel compression band. Surfaces of circular or horseshoe shaped boxouts for use with grout/concrete manhole/pipe connections shall have the surfaces grooved or roughened to improve mortar bond.

- C. Portland Cement: ASTM C150.
- D. Hydrated Lime: ASTM C207, Type S.
- E. Mortar: One part Portland Cement, 1/2 part hydrated lime, 3 parts sand.
- F. Gaskets:
 - 1. Mastic: Federal Specifications SS-S-210; K.T. Snyder "Ram-Nek".
 - 2. Rubber: Neoprene or other synthetic, 40 plus or minus 5 hardness when measured by ASTM D2240, Type A durometer.
- G. Coat Tar Paint: Koppers "Bitumastic Super-Service Black," Tnemec "450 Heavy Tnemecol," Porter "Tarmastic 103," or Sonneborn, "Hydrocide 700."
- H. Castings: Manhole covers and frames shall be iron castings which shall meet all the requirements of "Specifications for Gray Iron Castings," ASTM A-48, Class 35B. All frames and covers shall be machined and fitted so as to prevent any rocking in the frame when installed. No casting will be accepted that is warped, cracked, that has swells, or that has been plugged or filled.
 - 1. Heavy Duty Manhole Rings and Covers: Deeter Foundry "1270 Manhole Ring and Solid Cover" with self-seal gasket.
- I. Manhole Steps: Manhole steps shall be drill-in type, copolymer polypropylene plastic with 1/2" grade 60 steel reinforcement and shall meet the requirements of ASTM C-478, AASHTO M-199 and OHS A Instruction STD I-1.9. Polypropylene Plastic shall conform to ASTM D-4101.
- J. Sand: Concrete sand (fine aggregate) sieved through 8 mesh screen.
- K. Shrinkage-Correcting Aggregate: Master Builders "Embeco," Sike "Kemox," or Sonneborn "Ferrolith G-DS."
- L. Nonshrinking Mortar: Premixed or job mixed; job mixed shall be one part shrinkage-correcting aggregate, one part Portland Cement, one part sand.

M. Connections of pipes to manholes

- | | |
|--|---|
| 1. Precast manhole bottoms with resilient manhole/pipe connectors
steel compression bands | A-Lock “Manhole Pipe Seal,” Dura-Tech
“Dura-Seal,” or Press-Seal Gasket Corp
“PSX: Positive Seal” with double stainless |
| 2. Precast manholes with boxouts for grouted/concrete, manhole/pipe connections | Rubber ring water stop with stainless steel
compression bands |

N. Bituminous Dampproof: As specified in Section 07160.

2.2 MANUFACTURE

- A. The first riser section for use with cast-in-place bases shall be provided with openings for connecting piping to be grouted in, with circular openings with continuous, circular, resilient connectors cast into the riser wall, or with smooth circular openings for installation of the resilient sealing boots. Boxouts for grouting shall have surfaces grooved or roughened to improve grout bond.
- B. Where horseshoe shaped boxouts are used for the manhole/pipe connection, a rubber ring water stop shall be installed on the sewer pipe in the center of the concrete/grout to prevent water passage along the outside of the sewer pipe through the concrete/grout connection. Rubber ring water stops shall have stainless steel compression bands.

2.3 DELIVERY AND HANDLING

- A. Precast concrete sections shall not be delivered to the job until representative concrete control cylinders have attained a strength of at least 80 percent of the specified minimum.
- B. Precast concrete sections shall be handled carefully and shall not be bumped or dropped. Hooks shall not be permitted to come into contact with joint surfaces.

2.4 INSPECTION

- A. Precast concrete sections and concrete blocks shall be inspected when delivered and all cracks or otherwise visibly defective units rejected.

PART 3 EXECUTION

3.1 CONSTRUCTION

- A. Manholes shall be furnished and constructed as shown on the drawings.

- B. All mortar shall be used within 40 minutes after mixing. Mortar which has begun to take on initial set shall be discarded and shall not be mixed with additional cement or new mortar.
- C. In no case shall an invert section through a manhole be greater than that of the outgoing pipe. The shape of the invert shall conform exactly to the lower half of the pipe it connects. Side branches shall be connected with as large a radius of curvature as practicable. All inverts shall be troweled to a smooth clean surface.
- D. Circular precast sections shall be provided with a rubber or mastic gasket to seal joints between sections. The space between joints of precast connecting wall sections shall be neatly "pointed up" with non-shrinking mortar after manhole installation. All mortar between manhole section joints shall be troweled to a smooth clean surface.
- E. Precast sections may be provided with lifting notches on the inside faces of walls to facilitate handling. Lifting notches shall be not more than three (3) inches in depth. Lifting notches extending through the manhole wall shall not be acceptable. Lifting notches shall be filled and neatly "point up" with non-shrinking mortar after manhole installation. The interior wall surfaces of the manhole shall be smooth when completed.
- F. Manholes shall be water tight. All visible leakage shall be eliminated.
- G. All manholes shall be adjusted to final grade as directed by the Engineer.
- H. All outside surfaces below grade that will not be in contact with the cast-in-place concrete manhole base, shall be coated with bituminous dampproofing as specified in Section 07160. Manholes shall not be backfilled until dampproofing is dry and hard.
- I. Prior to installation, one coat of coal tar epoxy shall be applied to all castings. Before painting, castings shall be thoroughly cleaned and properly supported. All loose rust shall be removed by wire brushing. Castings shall not be handled until the coating is dry and hard.
- J. Stub-outs for future connections shall be provided in manholes at the locations indicated on the drawings. Stub-outs shall be not less than 3'-0" nor more than 4'-0" long and shall terminate in a bell with a removable plug.

3.2 MANHOLE ACCEPTANCE TESTS

- A. Each manhole shall meet the requirements of the following acceptance tests. The acceptance testing requirements described herein represent the minimum testing required. In instances where local codes or standards exceed the specified requirements, those codes or standards shall govern over these requirements. All defects shall be repaired to the satisfaction of the Engineer.
- B. The Contractor shall provide, at his own expense, all labor, equipment, and materials required for the tests including all pipe, fittings, and valves needed for testing as well as

between the reach to be tested and the source of water supply, water, temporary plugs or bulkheads, all necessary test equipment, temporary restraining or bracing as required, and other required work. The schedule of testing shall be submitted to the Engineer or representative prior to starting the tests. The methods used and the time of conducting tests shall be acceptable to the Engineer or representative.

- C. The Contractor shall test each manhole for leakage by either an exfiltration or vacuum test. Each manhole shall be subjected to at least one exfiltration or vacuum test as specified herein. Manholes that fail the initial testing shall be repaired or replaced and then retested until they successfully pass the testing requirements and to the satisfaction of the Engineer.
- D. Exfiltration. Exfiltration tests shall be conducted by blocking off all manhole openings, filling the manhole with water, and measuring the water level drop during the test. At the beginning of the exfiltration test, the water depth shall be to the top of the manhole frame. The depth of the water shall be at least 5 feet above the groundwater elevation. If these conditions cannot be met then exfiltration testing shall not be allowed and the manhole shall be vacuum tested. After the manhole concrete has been saturated, the water level in the manhole shall be observed for a period of four (4) hours and as much longer as necessary, in the opinion of the Engineer. If after this period of time the difference in water elevation is not greater than ½-inch, the manhole shall be considered as passing the exfiltration test. Manhole exfiltration testing shall not be conducted as part of the exfiltration testing for adjacent sections of sewer. Each manhole exfiltration test shall test only the manhole structure and any associated drop pipe assembly. Each manhole shall be tested individually for exfiltration.
- E. Vacuum Testing of Manholes. Vacuum testing of manholes for acceptance shall be performed after manhole and connecting sewer lines have been backfilled. Vacuum testing of manholes shall be conducted in accordance with ASTM C1244.
- F. Infiltration. Each manhole shall be free of visible leaks. All visible leaks shall be repaired. Repaired manholes shall be retested for leakage.

3.3 CLEANING

- A. The interior of all manholes and fittings shall be thoroughly cleaned before installation and shall be kept clean until the work has been accepted.

END OF SECTION

SECTION 02675

DISINFECTION OF WATER SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Disinfection of potable water mains.
- B. Testing and reporting results.

1.2 RELATED SECTIONS

- A. Section 02620 – Potable Water Distribution System

1.3 REFERENCES

- A. AWWA B300 - Standard for Hypochlorites.
- B. AWWA B301 - Standard for Liquid Chlorine.
- C. AWWA B302 - Standard for Ammonium Sulfate.
- D. AWWA B303 - Standard for Sodium Chlorite.
- E. AWWA C651 - Standards for Disinfecting Water Mains.

1.4 SUBMITTALS FOR INFORMATION

- A. Section 01300 - Submittals: Procedures for submittals.
- B. Test Reports: Indicate results comparative to specified requirements.
- C. Submit detailed disinfection plan for transmission main to the Engineer a minimum of 15 days before flushing or disinfection operations begin.
- D. Certificate: Certify that cleanliness of water distribution system meets or exceeds specified requirements.

1.5 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of Section 01700.
- B. Disinfection report:

1. Type and form of disinfectant used.
2. Date and time of disinfectant injection start and time of completion.
3. Test locations.
4. Initial and 24 hour disinfectant residuals quantity in treated water in ppm for each outlet tested.
5. Date and time of flushing start and completion.
6. Disinfectant residual after flushing in ppm for each outlet tested.

C. Bacteriological report:

1. Date issued, project name, and testing laboratory name, address, and telephone number.
2. Time and date of water sample collection.
3. Name of person collecting samples.

D. Test locations.

1. Initial and 24 hour disinfectant residuals in ppm for each outlet tested.
2. Coliform bacteria test results for outlet tested.
3. Certification that water conforms, or fails to conform, to bacterial standards of Nebraska Department of Health and Human Services (NDHHS).
4. Testing shall occur in each newly installed section of water main at maximum intervals of 1,200 feet and at each dead end as per AWWA C651-14 sec 5.1.
5. Minimum 2 samples collected 24 hours apart demonstrating zero coliform present.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with AWWA C651, latest editions.

1.7 REGULATORY REQUIREMENTS

- A. Conform to NDHHS code or regulation for performing the work of this Section.
- B. Provide certificate of compliance from NDHHS indicating approval of water system.

PART 2 PRODUCTS

2.1 DISINFECTION CHEMICALS

- A. Disinfection Chemicals: Sodium Hypochlorite: ANSI/AWWA B300, with approximately 5 to 15 percent available chlorine, liquid form.
- B. Calcium Hypochlorite: ANSI/AWWA B300, 65 percent available chlorine by weight, granular or tablet form (swimming pool tablets are not acceptable).
- C. Liquid Chlorine: ANSI/AWWA B301, 100 percent available chlorine, for use with gas. Flow chlorinators, by an individual familiar with use and emergency situations, and in accordance with appropriate safety precautions.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that piping system has been cleaned, inspected, and pressure tested on new piping only.
- B. Perform scheduling and disinfecting activity with start-up, testing, adjusting and balancing, demonstration procedures, including coordination with related systems.

3.2 EXECUTION

- A. Flush new water main at a rate of to develop a minimum velocity of 3.0 fps until required cleanliness is achieved. All water main flushing shall be coordinated with the City of Seward Water Department.
- B. Disinfect new water main in accordance with AWWA C651 from new to existing main by the continuous feed method or slug method after the main has been flushed and pressure tested (new main).
- D. Provide and attach required equipment to perform the work of this Section.
- E. Inject treatment disinfectant into piping system.
- F. Maintain disinfectant in system for 24 hours.
- G. Neutralize all chlorinated water discharged to drainage courses. The rate and manner of disposal and chlorine residual shall be acceptable to Owner and State agencies.
- H. Flush, circulate, and clean until required cleanliness is achieved and until chlorine

concentrations in the flushing water are acceptable for municipal use; use municipal domestic water after disinfection.

- I. Replace permanent system devices removed for disinfection.
- J. For new pipe, fittings, or valves installed after completion of initial disinfection procedure, the Contractor may spray-chlorinate or swab disinfect the new components prior to connection with the existing system. The spray/swab disinfection concentration shall have a minimum concentration of 1 to 5 percent chlorine solution, prior to installation. This option shall apply if the total length of components is less than 18 feet, per connection, and for connections to the existing distribution system.

3.3 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Assurance: Field inspection and testing.
- B. Test samples in accordance with AWWA C651.

END OF SECTION

SECTION 02702

SEWER PIPE INSTALLATION AND TESTING

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Installation of sewer pipe by open cut trenching.
- B. Testing of all sewer pipe.

1.2 RELATED WORK

- A. Section 02200 - Earthwork.
- B. Section 02631 - Sanitary sewer manholes.

1.3 REFERENCES

- A. Uni-Bell B-6 - Recommended Practice for Low-Pressure Air Testing of Installed Sewer Pipe.

1.4 SUBMITTALS

- A. Submit product data as required.
- B. Include data on pipe materials, pipe fittings, gasket material, and accessories.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site as required.
- B. Store and protect products as required.

PART 2 PRODUCTS

2.1 PIPE MATERIALS

- A. Sewer pipe materials are specified in other sections.

2.2 TEST EQUIPMENT

- A. All necessary equipment, connections, materials, labor, and other items incidental to the testing shall be furnished by and at the expense of the Contractor.
- B. All quality and certification tests shall be at the Contractor's expense and shall be included in the price bid per foot of pipe installed.

PART 3 EXECUTION

3.1 HANDLING AND STORAGE

- A. Pipe, fittings, and accessories shall be handled in a manner that will insure installation in sound, undamaged condition. Equipment, tools, and methods used in handling and installing pipe and fittings shall not damage the pipe and fittings.
- B. Hooks inserted in ends of pipe shall have broad, well-padded contact surfaces.
- C. PVC pipe stored on the job site shall be covered with canvas or other opaque material to protect it from the sun's rays. Air circulation shall be provided under the covering. Ultraviolet radiation degradation evidenced by a light yellow (or brown) discoloration of the pipe shall be cause for rejection and removal of the pipe. Pipe which is not installed within 120 days of the latest factory compliance test shall not be used without the written approval of the Engineer. Pipe older than two years from date of manufacture shall not be used.
- D. Damaged pipe and fittings shall be removed from the site.

3.2 CUTTING PIPE

- A. Cutting shall be done in a neat manner, without damage to the pipe.
- B. Cuts shall be smooth, straight, and at right angles to the pipe axis. After cutting, the end of the pipe shall be dressed with a file to remove all roughness and sharp corners.

3.3 CLEANING

- A. The interior of all pipe and fittings shall be thoroughly cleaned of foreign matter before being installed and shall be kept clean until the work has been accepted.
- B. Before jointing, all joint contact surfaces shall be wire brushed if necessary, wiped clean, and kept clean until jointing is completed.
- C. Precautions shall be taken to prevent foreign material from entering the pipe during installation. Debris, tools, clothing, or other materials shall not be placed in or allowed to enter the pipe.
- D. Whenever pipe laying is stopped, the open end of the pipe shall be sealed with a watertight plug which will prevent trench water from entering the pipe.

3.4 INSPECTION

- A. Pipe and fittings shall be carefully examined for cracks and other defects immediately before installation; spigot ends shall be examined with particular care.
- B. All defective pipe and fittings shall be removed from site of the work.

3.5 ALIGNMENT

- A. Pipelines or runs intended to be straight shall be laid straight and at uniform grade between changes in grade.
- B. Straight section of piping between manholes shall be lamped by the Engineer with assistance from the Contractor.

3.6 LAYING PIPE

- A. Pipe shall be protected from lateral displacement by placing the specified pipe embedment material.
- B. Under no circumstances shall pipe be laid in water and no pipe shall be laid under unsuitable weather or trench conditions.
- C. Pipe shall be laid with the bell ends facing the direction of laying except when reverse laying is specifically authorized by the Engineer.
- D. The Contractor shall erect substantial batter boards at intervals of not more than 50 feet. Batter boards shall be used to determine and check pipe subgrades. Not less than three (3) batter boards shall be maintained in proper position at all times when trench grading is in progress.
- E. Other methods of maintaining alignment and grade, such as use of laser beam equipment or surveying instruments, will be considered, provided complete information describing the proposed method is submitted to the Engineer for review before pipe laying is started. Laser beam equipment, if allowed for use, shall project the laser beam through the previously installed portions of the sewer and onto a removable alignment target placed inside of the joint of pipe being installed. Laser beam equipment relying upon a laser broadcast station and pole-mounted prisms or targets shall not be allowed.
- F. All instructions and recommendations of the joint manufacturer shall be followed. Immediately before joints are pushed together, all joint surfaces shall be lubricated with the lubricant furnished by the joint manufacturer.
- G. When material is encountered which will not, in the Engineer's opinion, provide a suitable bed for construction of the sewer; granular foundations and bedding shall be installed at the Engineer's direction.

- H. Granular bedding and foundation, which is necessary due to improper trench preparation and maintenance or neglect in handling ground water, shall be installed at the Contractor's expense.

3.7 CONNECTING WITH EXISTING PIPING

- A. Connections between new and existing piping shall be made with fittings suitable for the conditions encountered.

3.8 WATER MAIN CONFLICT

- A. Sewer lines crossing water mains shall be laid to the grades indicated on the drawings. At crossings, one full length of sewer pipe shall be located so both joints will be as far from the water main as possible. Special structural support for the water and sewer pipes may be required.
- B. Further, the sanitary sewer shall be encased in a concrete envelope a minimum of 10'-0" either side of the centerline of the water main. The concrete envelope shall provide a minimum of 8" of concrete cover around the sewer. In lieu of the concrete envelope, the sewer line may be reconstructed of ductile iron pipe such that a 20-foot length of ductile iron sewer is centered over the water main.
- C. Where a 10-foot separation between a sewer manhole and the water main cannot be maintained, the water main shall be cut as required so that a 20-foot length of pipe may be centered at the nearest point to the manhole.

3.9 SEWER ACCEPTANCE TESTS

- A. Each reach of sewer shall meet the applicable requirements of the following acceptance tests. The acceptance testing requirements described herein represent the minimum testing required. In instances where local codes or standards exceed the specified requirements, those codes or standards shall govern over these requirements. All defects shall be repaired to the satisfaction of the Engineer. The Contractor shall provide, at his own expense, all labor, equipment, and materials required for the tests including all pipe, fittings, and valves needed for testing as well as between the reach to be tested and the source of water supply, water, temporary plugs or bulkheads, all necessary test equipment, temporary restraining or bracing as required, and other required work. The schedule of testing shall be submitted to the Engineer prior to starting the tests. The methods used and the time of conducting tests shall be acceptable to the Engineer.
 - 1. Lamping. Unless otherwise indicated on the drawings, each section of sewer line between manholes shall be straight and uniformly graded. Each section will be lamped by the Engineer or representative. The Contractor shall furnish suitable assistants to assist the Engineer or representative.
 - 2. Video Inspection. Video inspection of all new and rehabilitated gravity sanitary sewers shall be conducted after all backfill and compaction operations are completed. The inspection shall be conducted in the presence of the Engineer or

their designated representative. Prior to video inspection, the sewer will be cleaned to remove all debris and sediment. Sufficient water shall be run through the pipe so as to saturate any potential low spots so that they may be detected during inspection. Procedures for video inspection shall be submitted to the Engineer for review before inspection starts.

3. Infiltration. If, at any time prior to expiration of the correction period stipulated in the General Conditions, infiltration exceeds 100 gallons per inch of nominal diameter per mile of sewer per day, the Contractor shall locate the leaks and make repairs as necessary to control the infiltration. The sewer shall be free of visible leaks regardless of their infiltration rate. All visible leaks shall be repaired. Repaired pipe shall be retested.
4. Deflection. Prior to acceptance of the work but no earlier than 30 days after completing the backfilling of the sewer, each reach of PVC and other flexible types of sewer pipe shall be checked for excessive deflection by pulling a mandrel through the pipe, or by other methods acceptable to the Engineer. Pipe with diametrical deflection exceeding 5 percent of the inside diameter shall be uncovered, and the bedding and backfill replaced to prevent excessive deflection. Damaged pipe shall be repaired or replaced to the satisfaction of the Engineer and so to allow the pipe to pass the deflection test. Repaired or replaced sections of the pipe shall be retested.
5. Pressure Test. The Contractor shall provide all necessary test equipment and temporary restraining and shall conduct a low-pressure air testing for determining the soundness and tightness characteristics of the PVC & HDPE sewer piping. The test shall be conducted for all piping installed, except manhole drop pipes. The test shall be conducted in the presence of the Engineer or his designated representative. Procedures for air testing and manhole testing shall be submitted to the Engineer for review before testing is started. The testing equipment provided shall be capable of isolating small sections of a sewer containing a break or leak.

Low pressure air tests shall be conducted in accordance with the procedures as described in ASTM C828 - latest revision. Leakage shall not exceed 0.003 cfm per square foot of internal pipe wall at an average pressure of 3 psi. The time elapsed for a one psi drop in air pressure shall not be less than:

$$t = 0.472d; \quad \text{where: } t = \text{time in minutes} \\ d = \text{pipe diameter in inches}$$

Leaks shall be located by air testing short sections of pipe. Leaks shall be repaired and the reach of sewer retested.

3.10 CLEANING

- A. The interior of all pipes and fittings shall be thoroughly cleaned before installation and shall be kept clean until the work has been accepted. After completion of the pipe testing program, the line shall be cleaned to the satisfaction of the Engineer by use of sewer cleaning equipment, flushing, or other acceptable methods.

END OF SECTION

SECTION 02936

SEEDING - MULCHING

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Preparation of subgrade to receive topsoil.
- B. Spreading topsoil.
- C. Fertilizing.
- D. Seeding.
- E. Mulching.
- F. Seeding Locations.
- G. Acceptance.

1.2 RELATED WORK

- A. Section 01005: Administrative Provisions.
- B. Section 02200: Earthwork.

1.3 DELIVERY, STORAGE AND HANDLING

- A. Deliver grass seed in original containers showing analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging and location of packaging. Damaged packages are not acceptable.
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

1.4 EXISTING CONDITIONS

- A. Beginning work of this Section means acceptance of existing conditions.

1.5 SEEDING LOCATIONS

- A. Three seed mixtures are specified for various areas disturbed during construction. Verify with the Engineer which mixture shall be used prior to beginning work of this Section. The drawings do not specify where each seed mixture will be used on the project.

1.6 SUBMITTALS

- A. Submit shop drawing and product data for seed mixture and fertilizer in accordance with Section 01300.
- B. Submit seeding schedule listing proposed mix for each area to be reseeded for approval prior to starting work.

PART 2 PRODUCTS

2.1 GROWING MEDIA

- A. Existing Topsoil: Natural, fertile agricultural soil capable of sustaining vigorous plant growth, not in frozen or muddy condition, containing not less than 6% organic matter, and corrected to pH value of 5.9 to 7.0. Free from subsoil, slag, clay, stones, lumps, live plants, roots, sticks, crabgrass, noxious weeds, and foreign matter.
- B. Starter Fertilizer: 18-46-0, commercial type with 50% of the elements derived from organic sources.

2.2 SEED

- A. Seed Mixture for Residential Areas: Seed mixture for residential areas: 65% Kentucky Bluegrass: Alene (25%), Shamrock (20%), and Washington (20%); 10% Perennial Ryegrass: Elf; and 25% Red Fescue: Pennlawn. Seeding rate: 5 - 6 pounds per 1,000 square feet.
- B. Seed mixture along county roads and State Highways.

Seed Mix in Right-of-Way:

	<u>Minimum Purity (%)</u>	<u>Pounds of Pure Live Seed/Acre*</u>
Little Bluestem - Blaze, Camper	35	5
Western Wheatgrass - Flintlock	85	3
Hairy Vetch - 2X Inoculation	90	3
Blue Flax	85	1
Ox-Eye Daisy	85	0.4
Partridge Pea-Platte	90	1

Seed Mix for the Shoulder:

	<u>Minimum Purity (%)</u>	<u>Pure Live Seed/Acre*</u>
Perennial Ryegrass - Linn.	85	10
Western Wheatgrass - Flintlock	85	8
Buffalo grass-Sharps, Texoka, Bison	80	6
Blue Grama - NE, KS, CO	35	2
Oats	85	10

* Rates for seeding with a native grass drill or billion seeder.

- D. Seed mix for rural areas: 25% Smooth Brome, 25% Tall Fescue, and 50% Oats; free of noxious weeds and crabgrass; 96.00% purity. Seeding Rate: 50 pounds per acre.
- E. Contractor shall verify acceptability of seed mixture with property owners.

2.3 COVER CROP

- A. Include one (1) bushel of oats per acre seeded along County Roads and State Highways.

2.4 ACCESSORIES

- A. Mulching Material: Prairie hay, oat or wheat straw, reasonably free from weeds, foreign matter detrimental to plant life, and in dry condition. Alfalfa, brome hay and chopped cornstalks are not acceptable.

PART 3 EXECUTION

3.1 PREPARATION

- A. Protect existing underground improvements from damage.
- B. Remove foreign materials, plants, roots, stones, and debris, from site. Do not bury foreign material.
- C. Cultivate to depth of 3 inches, area to receive topsoil. Repeat cultivation to areas where equipment has compacted subgrade.

3.2 SPREADING TOPSOIL

- A. Spread topsoil to depth of 6 inches over area to be seeded. Place during dry weather, and on dry unfrozen subgrade.

- B. Cultivate topsoil to depth of 4 inches with mechanical tiller. Cultivate inaccessible areas by hand. Rake until surface is smooth.
- C. Remove from site, foreign materials collected during cultivation.
- D. Grade to eliminate rough spots and low areas where ponding may occur. Maintain smooth, uniform grade.
- E. Assure positive drainage away from buildings.
- F. Finish ground level firm and sufficient to prevent linkage pockets when irrigation is applied.

3.3 FERTILIZING

- A. Apply fertilizer at a rate of 200 lbs. per acre.
- B. Do not apply grass seed and fertilizer at same time, in same machine.
- C. Lightly water to aid breakdown of fertilizer and to provide moist soil for seed.

3.4 SEEDING

- A. Apply seed at the rates specified for each mix.
- B. The Contractor shall notify the Engineer at least 48 hours in advance of the time he intends to begin work and shall not proceed with such work until permission to do so has been granted by the Engineer.
- C. Seeding operations shall be performed only during the periods between April 1 and June 1 and between August 1 and September 15 except by express permission of the Engineer. No work shall be performed during excessively windy weather or when the ground is frozen, wet or otherwise untillable.
- D. For seeding, approved mechanical power drawn drills, broadcast type seeder or hydraulic seeders may be used, except along county roads and state highways. Seed shall be drilled using a native grass drill or billion seeder along county roads and state highways.
- E. Apply oats at one (1) bushel per acre along county roads and state highways when seeding grass mixture.

3.5 MULCHING

- A. Mulch shall be either dry cured native hay or threshed grain straw. Hay or straw shall be free from seeds of noxious weeds and relatively free from seeds of all other weeds.

- B. The Contractor shall apply protective mulch within 48 hours after sowing the seed, unless otherwise directed by the Engineer. The mulch shall be applied with a mulch blowing machine or other approved methods at the rate of two tons per acre.
- C. Immediately following the spreading of the mulch, the material shall be anchored to the soil by a V-type wheel land packer, a soil erosion mulch tiller, or other suitable equipment which will secure the mulch firmly to form a soil-bind mulch.

3.6 WATERING AND MAINTENANCE

Contractor shall provide for watering, mowing, and maintenance of seeded areas until accepted by Owner.

Contractor shall provide sufficient water to ensure satisfactory germination and growth of all areas seeded in connection with the Work. Contractor shall provide for the installation, operation, and removal of temporary irrigation equipment if so required. Other measures as required, such as the temporary hauling and sprinkling of water shall be provide in order to provide for satisfactory regrowth of areas.

Contractor shall provide for the mowing and maintenance of seeded areas until accepted by Owner, including but not limited to; mowing, trimming, weeding, and re-establishment of soil and vegetation eroded, washed out, or otherwise damaged due to a lack of satisfactory regrowth of the seeded areas.

3.7 SEEDING LOCATIONS

- A. All areas that are disturbed by construction, except roadways.

3.8 ACCEPTANCE

- A. Seeded areas will be accepted when seeded areas are properly established and otherwise acceptable.

END OF SECTION

SECTION 07160

BITUMINOUS DAMPPROOFING

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Cold applied asphalt bitumen dampproofing.
- B. Locations scheduled at end of this Section.

1.2 RELATED WORK

- A. Section 02631 - Sanitary Sewer Manholes.

1.3 SUBMITTALS

- A. Submit product data under provisions of Section 01300.
- B. Indicate properties of primer, bitumen, and mastic.
- C. Submit manufacturer's installation instructions under provisions of Section 01300.

1.4 ENVIRONMENTAL REQUIREMENTS

- A. Maintain ambient and surface temperatures above 40 degrees F for 24 hours before application, and continuously until dampproofing has cured.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Sonneborn "Hydrocide 700B Semi-Mastic".
- B. Substitutions: Under provisions of Section 01600.

PART 3 EXECUTION

3.1 INSPECTION

- A. Verify surfaces are solid, free of frozen matter, loose particles, cracks, pits, rough projections, and foreign matter detrimental to adhesion and application of dampproofing.
- B. Do not apply dampproofing to damp, frozen, dirty, dusty, or deck surfaces unacceptable to applicator.
- C. Verify items which penetrate surfaces to receive dampproofing are securely installed.
- D. Beginning of installation means acceptance of substrate.

3.2 PREPARATION

- A. Clean and prepare surfaces to receive dampproofing in accordance with manufacturer's instructions.
- B. Apply mastic to seal penetrations, small cracks, and honeycomb in substrate.

3.3 APPLICATION

- A. Apply cold bitumen with roller or spray.
- B. Apply two coats, continuous and uniform at a rate of one gal/30 sq ft per coat.
- C. Apply from 2 inches below finish grade elevation to top of footings.
- D. Seal watertight items projecting through dampproofing surface with mastic.

3.4 SCHEDULE

- A. Exterior surfaces of manholes below grade, except surfaces that will be in contact with cast-in-place concrete manhole bases.

END OF SECTION

Return To: Derek Bargmann
City of Seward
Seward, NE 68434

ORDINANCE NO. 2022-7

AN ORDINANCE TO APPROVE THE PLAT ENTITLED "PRAIRIE VIEW ADDITION", A PLAT OF LAND LOCATED IN THE SE1/4 OF THE SW1/4 AND A PORTION OF THE SW1/4 OF THE SW1/4 OF SECTION 22, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, " AS HEREINAFTER SET FORTH; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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 is hereby approved:

A TRACT OF LAND COMPOSED OF A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S00°26'06"W, ON THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,256.08' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 34; THENCE N89°53'36"W, ON THE NORTH LINE OF SAID RIGHT OF WAY, A DISTANCE OF 1,324.47' TO A POINT ON THE WEST LINE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SAID POINT BEING ON THE NORTH LINE OF SAID RIGHT OF WAY; THENCE N88°59'50"W, ON A NORTH LINE OF SAID RIGHT OF WAY, A DISTANCE OF 337.49' TO A POINT ON THE NORTH LINE OF SAID RIGHT OF WAY; THENCE N89°49'00"W, ON A NORTH LINE OF SAID RIGHT OF WAY, A DISTANCE OF 386.78' TO A POINT ON THE WEST LINE OF SAID DESCRIBED TRACT LOCATED IN A PORTION OF SOUTHWEST QUARTER OF SOUTHWEST QUARTER , SAID POINT BEING ON THE EAST LINE OF OUTLOT "A" VALLEY VIEW ESTATES 3RD ADDITION, SAID POINT BEING ON THE NORTH LINE OF SAID RIGHT OF WAY; THENCE N00°08'31"W, ON THE WEST LINE OF SAID DESCRIBED TRACT LOCATED IN A PORTION OF SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER,

SAID LINE BEING THE EAST LINE OF SAID VALLEY VIEW ESTATES 3RD ADDITION AND AN EAST LINE OF LOT 1, BLOCK 1 , VALLEY ESTATES 2ND ADDITION AND ITS EXTENSION, A DISTANCE OF 1,260.26' TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE S89°36'55"E, ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 730.37' TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SAID POINT BEING THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE S89°36'57"E, ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1,331.02', TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 2,588,457.27 SQUARE FEET OR 59.42 ACRES, MORE OR LESS.

Section 2. Plat Designated. The plat of said real estate is hereby designated as "PRAIRIE VIEW 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 _____, 2022.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Attest:

Derek Bargmann
City Clerk

A. Consideration of a Major Subdivision Application for Prairie View Addition



PAID
5-26-2012 CK

City of Seward Planning Commission
Major Subdivision Application

Application shall be submitted a minimum of 30 days prior to the City Planning Commission Meeting. City Planning Commission meets the 2nd Monday of each Month.

Date: _____ Preliminary Plat Fee: _____ + \$40 per Lot: _____ + Notification Fee: _____ = Amount Due: \$0

Owner/Developer: _____ Address: _____
 Email: _____ Phone: _____
 Legal Description: _____ Subdivision: _____
 Project Engineer: _____ Number of Lots: _____
 Present Zoning: _____ Requested Zoning: _____

Within City Limits Yes ___ No ___ NA ___
 Adjacent to City Limits Yes ___ No ___ NA ___
 Within 2 Mile Area Yes ___ No ___ NA ___
 Annexation Requested Yes ___ No ___ NA ___
 Subdivision Agreement Submitted Yes ___ No ___ NA ___
 Performance Bond Required Yes ___ No ___ NA ___

Signed by Developer: _____

Preliminary Plat Review

Staff Review

Electric Dept _____
 Street Dept _____
 Police Dept _____
 Park/Rec Dept _____

Agency Review

Cable TV _____
 Gas Co _____
 Phone Co _____
 School Board _____
 County P.C. _____

Final Plat Fee: \$100 + \$10 per Lot: \$350 + Filing Fee: \$76 = Amount Due: \$526

Aid to Construction for Electric Department per Resolution No. 2015-25

Developer Fee 14000
 \$400 Per Lot :

Developer Fees - \$4 per foot
 of electrical line installation: _____

4055 64
 14,220.00

Neighborhood Park Dedication/Fees In Lieu Of (City of Seward Unified Land Development Ord. 410-41.5) See ULDO Article 41, Public Improvements & Infrastructure, 410-41.5 Section B, Parks and Reservations, to determine land or cash donation: _____

Total Amount Due: ~~\$14,526.00~~

Date Action Taken: Planning Commission _____ City Council _____

\$30,746

After recording please return to:

SUBDIVISION AGREEMENT

THIS AGREEMENT is made and entered into by and between 1640 LLC, a Nebraska limited liability company (referred to hereafter as the "Subdivider"), and the City of Seward, Nebraska, a municipal corporation (the "City").

WHEREAS, Subdivider has made application to City for permission to subdivide and for approval of the final plat of Prairie View Addition, a copy of which is attached to this Agreement as Exhibit 'A' (the "Final Plat" or "Subdivision"); and

WHEREAS, the Final Plat contains certain provisions requiring an agreement between Subdivider and City relating to the Final Plat and the development thereof.

NOW, THEREFORE, IN CONSIDERATION of the City granting permission to plat and approval of the Final Plat of Prairie View Addition, it is agreed by and between Subdivider and City as follows:

1. **Sanitary Sewer.** The Subdivider agrees to design and install sanitary sewer lines within or adjacent to said Subdivision per City approved plans and specifications. All costs for said sanitary sewer facilities shall be paid by the Subdivider; provided, however, any additional costs for oversized lines that are not a direct benefit to said Subdivision or other property owned by said Subdivider, shall not be assessed against said Subdivision, but shall be paid by the City.
2. **Water.** The Subdivider agrees to design and install 8" matching water distribution lines, including Mueller fire hydrants (red), within or adjacent to said Subdivision per City approved plans and specifications. All costs for said water facilities shall be paid by the Subdivider; provided, however, any additional costs for oversized lines that are not a direct benefit to said Subdivision or other property owned by said Subdivider, shall not be assessed against said Subdivision, but shall be paid by the City.

3. **Storm Water Management.** The Subdivider agrees to design and install storm sewer facilities within and adjacent to said Subdivision per City approved plans and specifications. All costs for said storm sewer facilities shall be paid by the Subdivider; provided, however, any additional costs for oversized lines that are not a direct benefit to said Subdivision or other property owned by said Subdivider, shall not be assessed against said Subdivision, but shall be paid by the City.
4. **Streets/Paving.** The Subdivider agrees to design and install public Streets/Paving within said Subdivision per City approved plans and specifications. The Subdivider agrees to construct future connections to adjacent properties at the time of development of adjoining lands at the Subdivider's cost.
5. **Sidewalks.** The Subdivider agrees that the construction of sidewalks within said Subdivision shall be provided on both sides of the street, by the Subdivider and/or all succeeding property owners, and shall be constructed per City approved plans and specifications, and installed on each sold lot by the lot purchaser within two (2) years of the purchase of the lot, and on each vacant unsold lot by Subdivider within two (2) years from the filing of the Final Plat.
6. **Electrical Infrastructure.** The City agrees to install all electrical infrastructure needed to serve the Subdivision, provided that the Subdivider pays the Developer and Aid to Construction fees outlined on the Major Subdivision application, and provides adequate utility easements on the Final Plat, as determined by the City Electric Power and Resource Director. In addition, electrical infrastructure will not be installed until final grade is established with no obstructions.
7. **Street Signs.** The City agrees to install all Street signs at all intersections as per City Standards and the Manual of Uniform Traffic Control Devices as it deems necessary and to assume all costs for same.
8. **Erosion Control.** The Subdivider shall provide at Subdivider's expense all erosion control which shall be required by the Storm Water Pollution Prevention Plan.
9. **Park and Open Spaces.** Land for park and open space shall be provided by the Subdivider as public open space and/or park improvement for said Subdivision. Land shall be dedicated for public use in accordance with ULDO 410-41.5, Parks and Public Facilities, specifically in the amount of acres as required by sub-section B Park Reservations, (1) Neighborhood Park Dedication, of 0.006 acres per total single-family detached dwelling units and 0.004 acre per unit of other types of housing in the proposed Subdivision. Land shall either be adjacent to the public circulation system or connected to it by means of at least two pedestrian corridors. The park or open space shall be provided with a continuous concrete sidewalk five (5) feet in width that connects to the public sidewalk at a minimum of two locations. Alternatively, fees will be accepted in lieu of land and these fees will be equivalent to the cost of 0.006 acre per single-family detached dwelling unit and 0.004 acre per unit of other types of housing. For phased development, parks and open space shall be

fully developed within the phase that includes the dedicated land. Park and open space shall be maintained by the Subdivider or a property owner's association on a permanent and continuous basis.

10. **Perimeter Fencing.** The property boundaries adjacent to E. Seward Street and Prairie Flower shall be provided with a privacy fence parallel to and two feet inset from the public sidewalk. The fence shall be a manufacturer and model selected by the City for consistency in color, appearance and durability. If the prescribed fence model becomes discontinued, the City shall select a replacement for use by all subsequent property development. The fence shall be 6 feet in height, constructed of virgin PVC with titanium dioxide pigment for UV resistance, and shall be provided with a three (3) foot gate to allow access to the property owner for maintenance of the right-of-way. The fence shall be installed as soon after development as weather shall permit, but in any event within twelve (12) months of occupancy. The fence and gate shall be maintained and replaced, when necessary, by the property owner.
11. **Engineering.** It shall be the Subdivider's responsibility at Subdivider's cost, which is not reimbursable, to have all plans and specifications for the construction of Sanitary Sewer, Water, Paving & Storm Sewer drawn to the City of Seward specifications together with all necessary documentation for bid letting. Said plans and specifications shall be approved by the City of Seward and any other appropriate State agencies prior to bid letting.
12. **Sale of Lots and Special Assessments.** Any levied and unpaid special assessments which are liens upon a lot within said Subdivision shall be paid in full on or before the closing of the sale of any lot within the Subdivision.
13. **Replatting and Special Assessments.** Any levied and unpaid special assessments which are liens upon a lot within said Subdivision shall be paid in full prior to the approval by the City of any replatting of said Subdivision.
14. **Relocation of Utilities upon replatting.** The cost of any relocation of public utilities or apparatus necessitated by the replatting of any lots or the Subdivision shall be borne by the Subdivider.
15. **Binding Agreement.** This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successor, assigns, devisees and legatees. Where the term "Subdivider" is used in this Agreement, the subsequent owners of any lots in the Subdivision shall be responsible to perform any of the conditions of this Agreement in relation to their owned lots if the Subdivider has not performed such condition.
16. **Construction/Development Lots.** Development of structures on any lots within said Subdivision shall not occur until all improvements have been installed and accepted by the City of Seward or other appropriate authority.

17. **As-built Construction Plans.** A full set of construction drawings which incorporate all changes made during the construction process shall be submitted to the City upon completion of construction of the Subdivision. Said drawings shall be provided in both paper and digital spatial formats, specifically the following formats; three (3) sets, full size (Architect D size) paper copies, and in digital GIS format, meaning at least one of the following file types; shapefile (.shp or .shx or .dbf extensions), personal geodatabase (.mdb), or file geodatabase (.gdb).
18. **Markers.** The Subdivider agrees to complete the installation of permanent parcel markers prior to construction on or conveyance of any lot within the Final Plat.
19. The Subdivider agrees to comply with the provisions of ULDO, Article 39, Subdivision Design Criteria and General Standards Construction, including 410-39.2 Site Design and Constraints, grading and erosion control plans, NPDES permits, etc. Final grading plans must be submitted with the Final Plat.
20. This Agreement shall be recorded with the Seward County Register of Deeds upon the recording of the Final Plat for Prairie View Addition.
21. This Agreement and all obligations of the Subdivider shall apply to the Subdivision including all of the lots legally described in Exhibit 'B' to this Agreement.
22. Subdivider guarantees the completion of all improvements as required by City of Seward ULDO Article 42, Improvement Financing and Guarantees, including 410-42.3. The Subdivider agrees to comply with 410-42.4 Performance Guarantees, and will provide an Agreement for Escrow of Security Fund attached hereto as Exhibit 'C'.
23. An Ownership Certificate for the property included within the Final Plat is attached hereto as Exhibit 'D' to this Agreement.

Dated this ___ day of _____, 2022.

SUBDIVIDER:

1640, LLC, a Nebraska limited liability company

By: Michelle S. Benes Revocable Trust dated May 21, 2003, Managing Member

By: _____
Michelle S. Benes, Trustee

By: Robert L. Benes Revocable Trust dated May 21, 2003, Managing Member

By: _____
Robert L. Benes, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this ___ day of _____, 2022, by Michelle S. Benes, Trustee of the Michelle S. Benes Revocable Trust dated May 21, 2003, Managing Member of **1640 LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this ___ day of _____, 2022, by Robert L. Benes, Trustee of the Robert L. Benes Revocable Trust dated May 21, 2003, Managing Member of **1640 LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

Notary Public

CITY:

City of Seward, Nebraska

Attest:

By: Derek Bargmann, City Clerk

By: Josh Eickmeier, Mayor

STATE OF NEBRASKA)
) ss
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by Josh Eickmeier, Mayor, and Derek Bargmann, City Clerk, of the City of Seward, on behalf of the City.

Notary Public

EXHIBIT 'A'

FINAL PLAT

EXHIBIT 'B'

LEGAL DESCRIPTION OF LOTS IN SUBDIVISION

EXHIBIT 'C'

PRAIRIE VIEW ADDITION

AGREEMENT FOR ESCROW OF SECURITY FUND

WHEREAS, before any final plat may be approved, the required improvements must have been installed or a performance bond, escrow or security agreement must be furnished to the City of Seward, Nebraska to guarantee the installation of the required improvements; and

WHEREAS, 1640 LLC, a Nebraska limited liability company, hereinafter called "Permittee", has made application to the City for permission to construct improvements consisting of:

<u>Improvement</u>	<u>Amount</u>
Sanitary Sewer	\$ _____
Water Distribution	\$ _____
Storm Water Management	\$ _____
Streets/Paving	\$ _____

within the final plat of Prairie View Addition, an addition to the City of Seward, Seward County, Nebraska and guarantee the same by placing funds in an escrow account as security for performance of said construction.

NOW, THEREFORE, IT IS AGREED by and between Permittee and the City of Seward, Nebraska, a municipal corporation, hereinafter called the "City", as follows:

1. That prior to approval of the aforesaid final plat, Permittee shall either deposit the sum of _____ Dollars (\$ _____) with _____ Bank ("Bank") as escrow agent for the City, or obtain a loan of immediately payable funds from Bank in said amount and irrevocably pledge and assign said funds to Bank as escrow agent for the City, the same to be held in escrow as security to guarantee the construction of the aforesaid improvements within said final plat.

2. The said escrow fund shall be allocated to the above-specified improvements in said final plat as follows:

<u>Improvement</u>	<u>Amount</u>
Sanitary Sewer	\$ _____
Water Distribution	\$ _____
Storm Water Management	\$ _____
Streets/Paving	\$ _____

3. The funds designated for any one improvement less the retainage, if any, may be released from escrow when that improvement is completed to the satisfaction of the City and the City has certified to Bank in writing that construction has been completed for that improvement;

provided, that all other funds in the escrow account designated as security for remaining uncompleted improvements shall remain in escrow until the improvements for which said funds have been designated has been completed. In the event any or all of the aforesaid improvements are not completed to the satisfaction of the City by the completion dates listed in the conditions of approval for said final plat or replat to do said construction, whichever is earlier, then and in that event Bank upon written request from the City, shall pay to the City the total amount of funds designated for each of the aforesaid improvements which shall not have been completed on said date or the amount of funds necessary to complete construction thereof, whichever is the lesser.

4. The conditions of release of the escrow funds upon completion of the improvements set forth in paragraph 1, supra, shall include payment in full of any and all costs due to the City by Permittee in connection with the development and construction of such improvements including, but not limited to, engineering costs, inspection costs, and survey costs.

5. This Agreement shall be contingent upon its execution by the parties hereto, the pledge and assignment of the required security funds with Bank as escrow agent for the City of Seward, and the acceptance of this Agreement by said escrow agent.

6. Permittee agrees to pay any and all fees charged by Bank as escrow agent for the City of Seward under the terms of this Agreement.

7. Bank shall be liable as a depository only.

8. Upon deposit of the security fund as provided in this Agreement, the City agrees to waive the requirement that Permittee post performance bonds for completion of the aforesaid improvements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, 2022.

PERMITEE:

1640, LLC, a Nebraska limited liability company

By: Michelle S. Benes Revocable Trust dated May 21, 2003, Managing Member

By: _____
Michelle S. Benes, Trustee

By: Robert L. Benes Revocable Trust dated May 21, 2003, Managing Member

By: _____
Robert L. Benes, Trustee

CITY:

City of Seward, Nebraska

Attest:

By: Derek Bargmann, City Clerk

By: Josh Eickmeier, Mayor

ACCEPTANCE OF ESCROW AGREEMENT

Frontier Bank (“Bank”) hereby agrees to the terms and instruction listed above and acknowledges that it has accepted a deposit of _____ Dollars (\$_____) or an irrevocable pledge and assignment of immediately payable funds in said amount from 1640 LLC (“Permittee”) to be held in escrow (Note No. _____) by Bank as escrow agent for the City of Seward, Nebraska, a municipal corporation (“City”), to ensure construction of the improvements listed in the above and foregoing Agreement and further agrees not to release any of said monies or irrevocable pledges held by Bank to secure construction of said improvements until it has received written authorization from the City in accordance with the foregoing Agreement.

Dated this _____ day of _____, 2022.

Attest: _____ **BANK** (Bank)

_____ (Address)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT 'D'
OWNERSHIP CERTIFICATE

4814-4553-9921, v. 1

ADMINISTRATIVE ITEMS

1. Consideration of Seward County E911 Interlocal Budget for Fiscal Year 2022-2023 -
E911 Director Conradt

Seward County Nebraska 2022-2023 Budget Form

Line No.	E911 FUND 65300 2910	Actual Expenditures 2020-2021 (Column 1)	Actual Expenditures 2021-2022 (Column 2)	Budgeted for 2021-2022 (Column 3)	Budget Requested for 2022-2023 (Column 4)	Budget Adopted 2022-2023 (Column 5)
1	EXPENDITURES					
2	Operating:					
3	10100 Official's Salary	\$ 64,129.00		\$ 65,000.00	\$ 67,000.00	
4	10200 Deputy's Salary	\$ 13,552.00		\$ -		
5	10342 Dispatcher Salary	\$ 330,608.00		\$ 379,692.00	\$ 449,512.00	
6	10505 O/T & Holiday Pay	\$ 31,138.00		\$ 35,000.00	\$ 45,000.00	
7	10801 Workman's Comp	\$ 1,037.00		\$ 1,300.00	\$ 1,300.00	
8	10802 Health Insurance	\$ 109,726.00		\$ 156,000.00	\$ 150,000.00	
9	10900 Retirement Co-Share	\$ 29,597.00		\$ 31,704.00	\$ 34,750.00	
10	11000 FICA - County Share	\$ 28,714.00		\$ 36,031.00	\$ 39,500.00	
11	11100 Uniform Allowance	\$ 981.00		\$ 750.00	\$ 750.00	
12	11300 Other Personal Service (secretary payment)	\$ 600.00		\$ 800.00	\$ 800.00	
13	20100 Postal Service	\$ 426.00		\$ 200.00	\$ 200.00	
14	20200 Telephone Service	\$ 15,931.00		\$ 17,000.00	\$ 18,000.00	
15	20400 Radio & Telephone Maintenance	\$ 6,626.00		\$ 23,000.00	\$ 23,000.00	
16	20500 Utilities	\$ 2,225.00		\$ 2,500.00	\$ 2,000.00	
17	20501 Electricity	\$ 6,217.00		\$ 6,500.00	\$ 7,000.00	
18						
19	Total Operating (Lines 3 to 18)	\$ 641,507.00	\$ -	\$ 755,477.00	\$ 838,812.00	\$ -
20	Capital Outlay (Including Capital Improvements):					
21	Capital Improvements:					
22	Purchase of Real Property					
23	Improvements on Real Property					
24						
25	Other Capital Outlay:					
26						
27	50235 Communications Equipment	\$ 6,420.00		\$ 2,500.00	\$ 2,500.00	
28	50311 Radio Equipment	\$ 5,581.00		\$ -		
29	50500 Office Equipment	\$ 5,073.00		\$ 2,000.00	\$ 4,700.00	
30	60300 Sinking Fund	\$ 5,000.00		\$ -		
31	Total Capital Outlay (Lines 21 to 30)	\$ 22,074.00	\$ -	\$ 4,500.00	\$ 7,200.00	\$ -
	Total of this Page Only	\$ 663,581.00	\$ -	\$ 759,977.00	\$ 846,012.00	\$ -
	Cost for NON Wage Items			\$ 212,550.00	\$ 210,250.00	

Seward County Nebraska 2022-2023 Budget Form

Line No.	E911 FUND(Cont) 2910	Actual Expenditures 2020-2021 (Column 1)	Actual Expenditures 2021-2022 (Column 2)	Budgeted for 2021-2022 (Column 3)	Budget Requested for 2022-2023 (Column 4)	Budget Adopted 2022-2023 (Column 5)
1	EXPENDITURES					
2	Operating:					
3	20600 Insurance Premium	\$ 3,156.00		\$ 3,100.00	\$ 3,350.00	
4	21200 Office Equipment Repair			\$ 1,000.00	\$ 1,000.00	
5	21700 Travel	\$ 1,361.00		\$ 1,000.00	\$ 3,000.00	
6	21750 Training			\$ 4,000.00	\$ 5,000.00	
7	21801 Dues/Sub/Registrations	\$ 970.00		\$ 1,500.00	\$ 1,500.00	
8	22000 Printing & Publishing	\$ 160.00		\$ 300.00	\$ 300.00	
9	22400 Legal/Professional Services			\$ -		
10	27359 Mapping costs/AVL Maintenance	\$ 2,908.00		\$ 2,800.00	\$ 3,500.00	
11	29900 Misc.	\$ 38,370.00		\$ 350.00	\$ 350.00	
12	30100 Supplies	\$ 2,751.00		\$ 3,000.00	\$ 3,000.00	
13	40206 Communication Equipment Rental	\$ 8,759.00		\$ 12,000.00	\$ 12,000.00	
14						
15						
16						
17						
18						
19	Total Operating (Lines 3 to 18)	\$ 58,435.00	\$ -	\$ 29,050.00	\$ 33,000.00	\$ -
20	Capital Outlay (Including Capital Improvements):					
21	Capital Improvements:					
22	Purchase of Real Property					
23	Improvements on Real Property					
24						
25	Other Capital Outlay:					
26						
27	60300 Transfer	\$ 4,414.00				
28						
29						
30						
31	Total Capital Outlay (Lines 21 to 30)	\$ 4,414.00	\$ -	\$ -	\$ -	\$ -
	Total of this Page Only	\$ 62,849.00	\$ -	\$ 29,050.00	\$ 33,000.00	\$ -
	Total of E911 Fund pages 1 & 2	\$ 726,430.00	\$ -	\$ 789,027.00	\$ 879,012.00	\$ -
	Percent Change from last FY to this year's request				11.40%	
	Cost for NON Wage Items Page 1 & 2			\$ 241,600.00	\$ 243,250.00	
	Percent Change for NON Wage items				0.68%	

Seward County Nebraska 2022-2023 Budget Form

Line No.	911 WIRELESS SERVICE FUND 2913	Actual Expenditures 2020-2021 (Column 1)	Actual Expenditures 2021-2022 (Column 2)	Budgeted for 2021-2022 (Column 3)	Budget Requested for 2022-2023 (Column 4)	Budget Adopted 2022-2023 (Column 5)
1	EXPENDITURES					
2	Operating:					
3	65300-10342 Dispatcher Salary			\$ 50,000.00	\$ 50,000.00	
4	65300-20200 Telephone System	\$ 30,770.00		\$ 50,000.00	\$ 50,000.00	
5	65300-21200 Maintenance (Agreements)	\$ 7,895.00		\$ 50,000.00	\$ 50,000.00	
6	65300-27350 Mapping	\$ 10,447.00		\$ 50,000.00	\$ 50,000.00	
7	65300-29900 Misc.			\$ 50,000.00	\$ 50,000.00	
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19	Total Operating (Lines 3 to 18)	\$ 49,112.00	\$ -	\$ 250,000.00	\$ 250,000.00	\$ -
20	Capital Outlay (Including Capital Improvements):					
21	Capital Improvements:					
22	Purchase of Real Property					
23	Improvements on Real Property					
24						
25	Other Capital Outlay:					
26	65300-50500 Equipment	\$ 9,152.00				\$ -
27						
28						
29						
30						
31	Total Capital Outlay (Lines 21 to 30)	\$ 9,152.00	\$ -	\$ -	\$ -	\$ -
	Total of Page	\$ 58,264.00	\$ -	\$ 250,000.00	\$ 250,000.00	\$ -
	Percent Change from last FY to this year's request				0.00%	

Seward County Nebraska 2022-2023 Budget Form

Line No.	911 WIRELESS SET ASIDE FUND 2914	Actual Expenditures 2020-2021 (Column 1)	Actual Expenditures 2021-2022 (Column 2)	Budgeted for 2021-2022 (Column 3)	Budget Requested for 2022-2023 (Column 4)	Budget Adopted 2022-2023 (Column 5)
1	EXPENDITURES					
2	Operating:					
3	65300 20200 Phone System					
4	65300 29900 Misc.			\$ 300,000.00	\$ 300,000.00	
5						
6						
7						
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17						
18						
19	Total Operating (Lines 3 to 18)	\$ -	\$ -	\$ 300,000.00	\$ 300,000.00	\$ -
20	Capital Outlay (Including Capital Improvements):					
21	Capital Improvements:					
22	Purchase of Real Property					
23	Improvements on Real Property					
24						
25	Other Capital Outlay:					
26						\$ -
27						
28						
29						
30						
31	Total Capital Outlay (Lines 21 to 30)	\$ -	\$ -	\$ -	\$ -	\$ -
	Total of Page	\$ -	\$ -	\$ 300,000.00	\$ 300,000.00	\$ -
	Percent Change from last FY to this year's request				0.00%	

SEWARD COUNTY
BUDGET REQUEST FOR EQUIPMENT
FISCAL YEAR 2022-2023

Office name: E911

- 1 ITEM(S) REQUESTED:
- A. 1 Station Monitors and PC Replacement in 911 Center
 - B. PC Maintenance from Soaringroup
 - C. State of NE SRS & NCIC
 - D. E911 Printer/Copier

2 REASON REQUESTED:

- To replace obsolete item _____
- To replace worn out item _____
- To serve new or expanded program _____
- Other (Regular equipment expenses) X

3 EXPLAIN Replace a stations Monitors and PC, Monthly PC Maintenance Fee,
License Fees for SRS and NCIC from State of Nebraksa
Rental Fees for E911 Printer/Copier

If more lines are needed, attach add'l sheet

4 COST CALCULATIONS:

Estimated cost of item A: \$2,000
Estimated cost of item B: \$2,700
Estimated cost of item C: \$10,000
Estimated cost of item D: \$900
TOTAL **\$15,600.00** ← (This should match the amount budgeted on your equipment line
of your budget)

Name of County Official

Date

**COUNTY OF SEWARD
BUDGET REQUEST FOR PERSONNEL
FISCAL YEAR 2022-2023**

OFFICE NAME: E911

<u>Please List Employee Name or list as VACANT</u>	Hire Date	Present Hrly/Salary Wage	New Wage for 2022-2023 Fiscal Year	% change from Prior Year	# of Hours per week	Annual salary	Comments
Sample (Do not use this line)	1/1/15	\$15.00	\$15.30	2.00%	40.00	\$31,824.00	
Spencer Conradt	1/26/22	\$31.25	\$32.21	3.08%	40.00	\$67,000.00	
Kate Beard	11/1/11	\$18.50	\$21.50	16.22%	40.00	\$44,720.00	
Renee Dinkelman	11/1/21	\$17.44	\$20.44	17.20%	40.00	\$42,515.20	
David Doeden	5/20/16	\$18.26	\$21.26	16.43%	40.00	\$44,220.80	
Macey Griggs	4/19/21	\$17.38	\$20.38	17.26%	40.00	\$42,390.40	
Jesse Hartshorn	8/9/21	\$17.04	\$20.04	17.61%	40.00	\$41,683.20	
Nancy Kavulak	9/12/06	\$19.23	\$23.23	20.80%	40.00	\$48,318.40	Lead
Sandra Meisman	8/3/09	\$18.63	\$21.63	16.10%	40.00	\$44,990.40	
Jensen Schulz	10/18/21	\$17.04	\$20.04	17.61%	40.00	\$41,683.20	
VACANT		\$17.54	\$20.94	19.38%	40.00	\$43,555.20	
VACANT		\$17.54	\$20.94	19.38%	40.00	\$43,555.20	
				#DIV/0!		\$0.00	
				#DIV/0!		\$0.00	
				#DIV/0!		\$0.00	
				#DIV/0!		\$0.00	
				#DIV/0!		\$0.00	
				#DIV/0!		\$0.00	
				#DIV/0!		\$0.00	
Total Salaries						\$504,632.00	

2. Consideration of an Agreement with One Billing Solutions to Provide Billing and Collection Services for Rescue Squad and Ambulance Services for the Seward Volunteer Fire Department - Fire Chief Kimsey



One Billing Solutions

YOUR ONE STOP SOLUTION, FOR MEDICAL BILLING

BILLING SERVICES AGREEMENT

This Agreement is made effective **DATE** by and between One Billing Solution, Inc., hereafter referred to as “OBS”, and **CLIENTS NAME HERE**, hereinafter referred to as “Medical Service Provider”, (individually a “Party” and collectively the “Parties”).

WHEREAS, OBS is engaged in the business of providing billing and collection services for public and private ambulance and rescue squad entities; and

WHEREAS, Medical Service Provider, is a public and/or private provider of rescue squad and ambulance services in the area commonly known as **[REDACTED]**, and

WHEREAS, Medical Service Provider is compensated for its ambulance and rescue services by its patients through private payments, private insurance, public insurance, including Medicare and Medicaid, or a combination thereof; and

WHEREAS, Medical Service Provider desires to engage and retain the billing services of OBS:

IT IS THEREFORE, AGREED, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AND CONDITIONS SET FORTH HEREIN AS FOLLOWS:

1. **TERM OF AGREEMENT.** OBS shall provide Medical Service Provider billing services as set forth in detail below, commencing on the effective date stated above and shall continue for a period of one (1) year thereafter unless terminated earlier as provided in this agreement. This Agreement shall be automatically renewed for successive one (1) year terms unless and until terminated as provided herein, or modified in writing and agreed to be both parties.
2. **BILLING SERVICES TO BE PROVIDED.** OBS will provide the following billing services on behalf of Medical Service Provider as follows:
 - A. Verify all billing information;
 - B. Invoice all private payment patients and all insurance carriers including, but not limited to, public, and private health insurance, Medicare, Medicaid, automobile liability carriers, workers’ compensation carriers, and homeowner insurances;
 - C. Provide all appropriate HCPCS, ICD10, and condition codes (symptom/diagnosis codes);
 - D. Prepare and mail invoices to private patients and complete and submit claim forms to public and/or private insurance carriers or other responsible party (via postal service or electronically through contracted clearinghouse);
 - E. Provide follow-up billing at least two times after initial written billing to private patients;
 - F. Coordinate, correspond, and reply to all inquiries from private patients, and public and/or private insurance carriers;

- G. Obtain status reports on claim processing from all public and/or private insurance carriers;
 - H. Provide customer service access during normal business hours, weekends and holidays excluded;
 - I. Provide contract completion for participating agreements with insurance companies; and act as authorized representative;
 - J. Provide cash posting services;
 - K. Provide to Medical Service Provider monthly accounts receivable, transactions, and itemized payment and write-off summaries, all to be provided to Medical Service Provider no later than the 10th business day of the following month. Any write-offs on unpaid invoices or balances after payment by public and private insurance carriers or other third-party payors shall be at the direction of the Medical Service Provider pursuant to its policies and procedures in accordance with all state and federal regulations regarding billing and write-offs for medical services.
3. **COMPENSATION.** Medical Service Provider agrees to compensate OBS for its billing services provided above on a monthly basis in an amount equal to fifteen percent (15%) of amounts actually collected by OBS and/or Medical Service Provider and/or any collection or recovery agency acting on behalf of Medical Service Provider in the previous month. OBS shall invoice Medical Service Provider for its compensation no later than the 10th day of the following month in which payments or insurance proceeds are received, and Medical Service Provider agrees to pay said invoices within 30 days.
4. **INFORMATION PROVIDED BY MEDICAL SERVICE PROVIDER.** Medical Service Provider agrees to provide to OBS for each rescue squad or ambulance call the information required on these three forms:
- (1) a signed medical necessity form, a sample copy of which is attached hereto and fully incorporated herein, together with
 - (2) the demographic sheet from each hospital or medical care facility to which the patient has been transported, and
 - (3) a completed run report.
- Any changes to personnel or squad licensing or equipment must be reported to OBS. Any discrepancy in deposit amount, receipt of deposit, direct payments reported or other questions regarding the squad's monies or invoice must be reported in writing to OBS within 60 days of the date of the report. OBS is not liable or responsible for discrepancies not reported in a timely manner.
5. **PAYMENT COLLECTION AND PROCESSING PROCEDURES.** Unless otherwise agreed to in writing by the Parties, OBS shall collect and process payment collections according to the following:
- a. OBS shall provide that payments on all claims shall be made in the name of the Medical Service Provider and claims payments forwarded to OBS.
 - b. Medical Service Provider shall provide OBS with all relevant and necessary banking information in order to process and complete any depository transactions related to this agreement.
 - c. Medical Service Provider shall provide OBS with a "Deposit Only" Stamp and bank deposit slips;
 - d. If applicable, OBS will endorse claims payments "For Deposit Only" to Medical Service Provider's bank and cause these claim payments to be deposited in Medical Service Provider's account not less than once a month.

- e. If applicable, Medical Service Provider has the option to sign a Direct Deposit Authorization Form to allow OBS to direct deposit claim payments directly into the Medical Service Provider's bank account, not less than once a week following the receipt of claims payments.
 - f. In the event Medical Service Provider receives direct payment on any claims processed by OBS, it shall immediately notify and mail/fax a copy of direct payment along with any coordinating documentation to OBS for proper posting.
 - g. Alternative payment processing procedures may be arranged by the parties, but must be in writing, signed by both parties, and added to this agreement as an addendum.
6. **TERMINATION.** This agreement may be terminated according to the following provisions:
- A. Termination Without Cause. Either party may terminate this Agreement at any time by giving the other party sixty (60) days written notice of its intent to terminate. During said 60-day period, this agreement shall continue in full force and effect and OBS shall be entitled to compensation at the rate set forth above for all billing services provided during that time and for amounts collected by MEDICAL SERVICE PROVIDER as a result of the billing services provided by OBS after the effective date of termination of this agreement.
 - B. Terminate for Cause. A party shall have the right to terminate this Agreement upon written notice of such termination to the other party in the event:
 - i. the business of the other party is terminated or suspended;
 - ii. a petition for bankruptcy is filed by or against the other party;
 - iii. a receiver is appointed on account of the other party's insolvency;
 - C. Termination or Amendment as a Result of Government Regulation. A party shall have the right to terminate or unilaterally amend this Agreement, without liability, upon written notice to the other party, in order to comply with any legal order, ruling, opinion, procedure, policy, or other guidance issued by any federal or state agency, or to comply with any provision of law, regulation, or any requirement of accreditation, tax-exemption, federally-funded health care program participation or licensure which:
 - i. invalidates or is inconsistent with the provisions of this Agreement;
 - ii. would cause a party to be in violation of the law;
 - iii. jeopardizes the tax-exempt status of the terminating or amending party or any affiliate of such party, if applicable;
 - iv. jeopardizes the tax-exempt status of any bonds issues for the benefit of the terminating or amending party or any affiliate of such party, if applicable, or
 - v. jeopardizes the good standing status of licensure, accreditation or participation in any federally-funded health care program, including the Medicare and Medicaid programs, of the terminating or amending party or any affiliate of such party, if applicable. If either party deems it necessary to amend this Agreement as provided in this Section and the amendment is unacceptable to the other party, the unaccepting party may choose to terminate this Agreement immediately without cause or liability upon notice to the other party.

D. Payment of Fees After Termination. Upon any termination of this Agreement, CONTRACTOR shall be entitled to receive the fees accrued and unpaid through the effective date of termination.

7. **MODIFICATION AND ASSIGNMENT.** This agreement shall not be modified by either party unless the terms of modification of this agreement are reduced to writing and signed by both parties. Neither party may assign their right, obligations, or benefits under the terms of this agreement without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.
8. **NOTICES.** All notices and other communications required or permitted to be given hereunder shall be made in writing and shall be considered given and received when (a) personally delivered to the other party, (b) delivered by courier, (c) delivered by facsimile or (d) certified mail receipt is executed by an authorized representative of the party intended to receive the communication.

If to OBS:	If to MEDICAL SERVICES PROVIDER:
One Billing Solutions, LLC 11718 Nicholas Street Suite 100 Omaha, NE 68154 ATTN: Beth Grassau	_____ ATTN: _____ _____ _____
With a copy, by regular United States mail, postage prepaid, to:	With a copy, by regular United States mail, postage prepaid, to:
Erickson Sederstrom ATTN: Andrew Collins 10330 Regency Dr., Suite 100 Omaha, NE 68114	_____ _____ _____

9. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Agreement is not intended to create any relationship between the parties beyond that of an independent entity contracting with each other solely for the purpose of effecting the provisions of this Agreement and its incorporated Attachments. Neither of the parties nor any of their authorized representatives, shall have the authority to bind the other in contract or quasi-contract or shall be deemed or construed to be the agent, employee or representative of the other.
10. **AUTHORITY; EFFECT.** By executing this Agreement and its incorporated Attachments on behalf of OBS, the undersigned individual represents that he or she is duly authorized by OBS to make and enter into this Agreement and its incorporated Attachments on behalf of OBS, and represents that this Agreement and its incorporated Attachments constitutes the valid and binding obligation of OBS generally enforceable in accordance with its terms. By executing this Agreement and its incorporated Attachments on behalf of Medical Service Provider, the undersigned individual represents that he or she is duly authorized by Medical Service Provider to make and enter into this Agreement and its incorporated Attachments on behalf of Medical Service Provider, and represents further that this

Agreement and its incorporated Attachments constitutes the valid and binding obligation of Medical Service Provider and is generally enforceable in accordance with its terms. This Agreement and its incorporated Attachments shall be binding on OBS and Medical Service Provider and on their respective successor organizations. The obligations of each party hereto may not be delegated without the other party's prior written consent.

11. INDEMNIFICATION. OBS agrees to defend, indemnify, and hold harmless the Medical Service Provider (including its officers, agents and employees) from and against any and all claims, demands, liabilities and costs incurred by the Medical Service Provider party, including reasonable attorney's fees, arising out of any claims for damages directly caused by an act or omission made by the Medical Service Provider or any claims for Social Security benefits, workers' compensation benefits, disability benefits, or any other cause of action which may directly arise out of the OBS's performance of its obligations under this Agreement and the incorporated Attachments. To the extent permitted by Nebraska law and Constitution, Medical Service Provider agrees to defend, indemnify, and hold harmless OBS (including its officers, agents, employees, and subcontractors) from and against any and all claims, demands, liabilities and costs incurred by OBS, including reasonable attorney's fees, arising out of any claims for damages directly or indirectly caused by an act or omission made by the Medical Service Provider which may directly or indirectly arise out of the Medical Service Provider's performance of its obligations under this Agreement and the incorporated Attachments. Furthermore, the Medical Service Provider agrees to defend, indemnify, and hold harmless OBS (including its officers, agents, employees, and subcontractors) from and against any and all claims, demands, liabilities and costs incurred by the OBS, including reasonable attorney's fees, arising out of any claims for negligence or any other cause of action for damages directly or indirectly related to the accuracy or substance of the work product transmitted from the OBS to the Medical Service Provider.
12. INSURANCE. Medical Service Provider agrees to provide general liability and medical negligence insurance for Medical Service Provider, its agents and employees. OBS agrees to provide general liability insurance for OBS, its agents and employees. Upon request, the parties agree to furnish to the other appropriate certificates of insurance. Both Medical Service Provider and OBS agree that such insurance may not be changed in any material way without at least thirty (30) days advance written notice to the other party
13. EXCLUDED PROVIDER WARRANTY. Neither party is now and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Each party hereby agrees to immediately notify the other party of any threatened, proposed or actual exclusion from any federally funded health care program, including Medicare and Medicaid. Each party further represents and warrants that none of its employees are now and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid, and that if an employee of a party becomes so excluded, such employee shall be terminated. In the event either party is excluded from participation in any federally funded health care program during the Term of this Agreement, this Agreement and its incorporated Attachments shall, as of the effective date of such exclusion or breach, automatically terminate. Each party shall indemnify the other for any and all damages resulting from such party's exclusion from any federally funded health care program, including Medicare and Medicaid.

14. ACCESS TO BOOKS AND RECORDS. Until the expiration of four (4) years after the furnishing of the services under this Agreement, each party shall make available to the Secretary of the United States Department of Health and Human Services, and the United States Comptroller General, and their representatives, a copy of this Agreement and its incorporated Attachments and such books, documents and records of that party that are necessary to certify the nature and extent of any cost incurred by either party. If a party carries out the duties of the Agreement through a subcontract worth Ten Thousand and 00/100 Dollars (\$10,000.00) or more over a twelve (12) month period with a related organization, the subcontract shall contain a clause placing the same obligations on the subcontractor as this clause places on that party. In the event this Agreement is not subject to the provisions of 42 U.S.C. 1395x (v)(1)(I) and 42 C.F.R. 420.300, et. seq. or relevant regulations, this paragraph shall be of no effect.
15. CONFIDENTIALITY. The parties shall maintain the confidentiality of patient medical records in accordance with state and federal laws. Each party further acknowledges that information regarding the other party and its business operations, including, but not limited to, procedures, policies, programs, billing codes and systems, reimbursement and fee schedules, contracts, business plans and such other business records is proprietary and confidential. Each party agrees to hold such information in strict confidence and not disclose or make available such information to any third party, except as required by law. This provision shall survive any termination of this Agreement.
16. HIPAA BUSINESS ASSOCIATE ASSURANCES.
- A. Privacy Rule
1. OBS, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the Privacy Regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Section 261, et seq., as amended (“HIPAA”), to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of the Services provided hereunder. In conformity therewith, OBS agrees that it will:
 - (a) Not use or further disclose PHI except as permitted under this Agreement or required by law;
 - (b) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement
 - (c) Mitigate, to the extent practicable, any harmful effect that is known to OBS of a use or disclosure of PHI by OBS in violation of this Agreement.
 - (d) Report to Medical Service Provider any use or disclosure of PHI by OBS in violation of this Agreement.
 - (e) Ensure that any agents or subcontractors to whom OBS provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to OBS with respect to such PHI;
 - (f) Make PHI available to Medical Service Provider and to the individual who has a right to access as required under HIPAA within 30 days of the request by Medical Service Provider regarding the individual;
 - (g) Incorporate any amendments to PHI when notified to do so by Medical Service Provider;
 - (h) Provide an accounting of all uses or disclosures of PHI made by OBS as required under the HIPAA privacy rule within 60 days;

- (i) Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Medical Service Provider's compliance with HIPAA; and
 - (j) At the termination of this Agreement, return or destroy all PHI received by OBS on behalf of, Medical Service Provider and if return is infeasible, the protections of this Agreement will extend to such PHI.
2. The specific uses and disclosures of PHI that may be made by OBS on behalf of Medical Service Provider include:
- (a) The preparation of invoices to patients, carriers, insurers and Others responsible for payment or reimbursement of the services provided by Medical Service Provider to its patients;
 - (b) Preparation of reminder notices and documents pertaining to collections of overdue accounts;
 - (c) The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by Medical Service Provider to its patients or to appeal denials of payment for same.
 - (d) Uses required for the proper management of OBS as a business associate.
 - (e) Other uses and disclosures of PHI that are enumerated within this Agreement.
 - (f) Other uses or disclosures of PHI as permitted by the HIPAA Privacy Rule.

B. Security Rule

1. OBS, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the Security Regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), regarding the security of electronic protected health information (e-PHI) that is received as a result of the Services provided hereunder. In conformity therewith, OBS agrees that it will:
- (a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required in the regulations;
 - (b) Ensure that any agent of OBS, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect protected health information; and
 - (c) Report to the Medical Service Provider any security incident of which it becomes aware. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by Medical Service Provider, in its sole discretion, if Medical Service Provider determines that OBS has violated a term or provision of this Paragraph pertaining to OBS's obligation as a Business Associate of Medical Service Provider, or if OBS engages in conduct which would, if committed by Medical Service Provider, result in a violation of the HIPAA privacy rule or HIPAA security rule by Medical Service Provider.

17. COMPLIANCE

- A. OBS will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities.
- B. Medical Service Provider shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. Medical

Service Provider expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services.

- C. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or a questionable claim or claim practice agrees to notify the other party within thirty (30) days so the other party may appropriately address the matter.
 - D. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or federal health care program.
 - E. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments un such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions if this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.
18. SEVERABILITY. If any section, portion, or clause of this agreement is deemed to be legally unenforceable, such unenforceability shall not invalidate the remaining provisions of this agreement and such provisions shall remain valid and enforceable against either party.
19. GOVERNING LAW. This Agreement and any incorporated Attachments shall be construed under and shall be governed by the substantive laws of the State of Nebraska and applicable federal laws.
20. AMENDMENT. This Agreement or its incorporated Attachments may not be amended except upon written agreement signed by both parties.
21. HEADINGS. The headings to the various sections of this Agreement or its incorporated Attachments have been inserted for convenience only and shall not modify, define, limit, or expand the express provisions of this Agreement or its incorporated Attachments.
22. WAIVER. The waiver of a breach of or default under any term or provision of this Agreement or its incorporated Attachments by either party, by course of dealing or

otherwise, shall not be deemed a waiver of any other or subsequent breach of or default under the same or a different provision of this Agreement or its incorporated Attachments.

23. ENTIRE AGREEMENT. This Agreement or its incorporated Attachments constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written, concerning the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2021 to become effective as of the day and year of the effective date set forth above.

One Billing Solutions, LLC

Covered Entity
("Medical Service Provider")

Signature

Signature

By: Beth Grassau

By: _____

Title: Director of Operations

Title: _____

Date: _____

Date: _____



One Billing Solutions

YOUR ONE STOP SOLUTION, FOR MEDICAL BILLING

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective **DATE HERE** by and between **CLIENT NAME HERE** hereinafter referred to as “Covered Entity”, and One Billing Services, LLC hereinafter referred to as “Business Associate”, (individually a “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, Sections 261 -264 of the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “The Administrative Simplification provisions, “direct the Department of health and Human Services to develop standards to protect the security, confidentiality, and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the HIPAA Privacy Rule” and the “HIPAA Security Rule”); and

WHEREAS, Title XIII of the American Recovery and Reinvestment Act, known as “the HITECH Act” has amended the HIPAA and the HIPAA regulations, including HIPAA’s Administrative Simplification provisions; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy Rule; and

WHEREAS, Business Associate may have access to protected health Information (as defined below) in fulfilling its responsibilities under such arrangement.

THEREFORE, in consideration of the Parties’ continuing obligations under the HIPAA Privacy Rule and Security Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and Security Rule and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule and the HIPAA Security Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule and Security Rule, as amended, the HIPAA Privacy Rule and Security Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule and Security Rule, but are nonetheless permitted by the HIPAA Privacy Rule and/or Security Rule, the provisions of this Agreement shall control.

The term “Protected Health Information (abbreviated as “PHI”) means individually identifiable health information, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or

future physical or mental health or condition of an individual; the provision of health to an individual; and information that can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form; including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

(A) Business Associate agrees:

(i) to use or disclose any Protected Health information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule, or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, or the HIPAA Privacy Rule or Security Rule;

(ii) at termination of this Agreement, or any similar documentation of the business relationship of the Parties, or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information in perpetuity and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and (iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement or the mandatory requirements of the HIPAA privacy Rule and Security Rule that may apply to Business Associate.

(B) Notwithstanding the prohibitions set forth in this Agreement, Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(i) If necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(a) The disclosure is required by law, not merely permitted by law; or

(b) Business Associate obtains reasonable written assurances from the person or party to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or party, and the person or party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties

evidencing their business relationship. For purposes of this Agreement, data, aggregation with the Protected Health Information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

- (C) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to the uses and disclosures of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule and Security Rule. Business Associate shall timely report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- (A) Business Associate agrees that it is required under the amended HIPAA regulations to comply with, and shall comply with, the HIPAA Security Rule, including the Security Rule's Administrative Physical and Technical safeguard and requirements.
- (B) Business Associate agrees that it is required under the amended HIPAA regulations to comply with, and shall comply with, the use and disclosure provisions of the HIPAA Privacy Rule.
- (C) Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- (D) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic Protected Health Information ("ePHI"), to prevent use or disclosure other than as provided for by this Agreement.
- (E) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (F) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (G) Breach Disclosures to Covered Entity. Business Associate agrees to immediately report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware. Further Business Associate agrees to notify the Covered Entity of any individual whose Protected Health Information has been inappropriately or unlawfully released, accessed, or obtained. Business Associate agrees that such notification will meet the requirements of Section 13402 of the HITECH Act and § 164.410 of the amended HIPAA regulations. Specifically, the following shall apply:
 - (i). A breach is considered discovered on the first day the Business Associate knows or should have known about it.
 - (ii). In no case shall the Business Associate notify the Covered Entity of any breach later than five (5) days after breach is discovered.

(iii). Business Associate shall notify the Covered Entity of any and all breaches of Protected Health Information and provide detailed information to the Covered Entity about the breach, along with the names and contact information of all individuals whose Protected Health Information was involved.

For breaches determined to be caused by the Business Associate, where such breaches require notifications to patients or consumers, the cost of such breach notifications shall be borne by the Business Associate.

(H) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(I) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner, within 3 days, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.5.

(i) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner, within 3 days.

(J) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity or to the Secretary-, in a time and manner or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Rule and Security Rule.

(K) Business Associate agrees to document such disclosures of Protected Health Information and Information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(L) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner information collected in accordance with Section (i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(M) Business Associate agrees to comply with the requirements of the 'Red Flags' Rule and implement a compliant identity theft prevention program by or before the required "Red Flags" Rule compliance date.

IV. AVAILABILITY OF PHI

(a) Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule.

(b) Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule.

(c) In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

V. TERM AND TERMINATION

(A) Term. The Term of this Agreement shall be for the same duration as the Billing Services Agreement.

(B) Termination By Covered Entity. Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of the Agreement.

(C) Termination By Either Party. Notwithstanding any other provisions of this Agreement, if either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful either: terminate the Agreement, if feasible.

(D) Return or Destruction of PHI. Return or Destruction of PHI. At the termination of this Agreement, Business Associate shall return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity and retain no copies of such PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

VI. MISCELLANEOUS

Except as expressly stated herein or in the HIPAA Privacy Rule or Security Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement shall be governed by the laws of the State of Nebraska. No change, waiver or discharge of any liability or obligation hereunder .on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion. The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information, which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and Effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or Security Rule, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall address in faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the requirements of the HIPAA Privacy Rule and Security Rule, then either party has the right to terminate upon written notice to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2021 to become effective as of the day and year of the effective date set forth above.

One Billing Solution, LLC
("Business Associate")

COVERED ENTITY NAME HERE
("Covered Entity")

Signature

Signature

By: Beth Grassau

By: _____

Title: Director of Operations

Title: _____

Date: _____

Date: _____

3. Update on Process for Request for Proposals/Request for Qualifications to Acquire Financial and Compliance Audit Services - City Administrator Butcher



JUNE 14, 2022

City of Seward, Nebraska
P.O. Box 38
Seward, NE 68434

Thank you for the opportunity to present this proposal.

AMGL, P.C., has been providing professional services to governmental entities for more than 30 years. Our firm's basic philosophy is to provide excellent client service based on substantial knowledge of, and specialization in, the services to be provided. We recognize that the most important product is prompt and efficient service of the highest quality.

We can continue to serve the City of Seward to your complete satisfaction and all our efforts are directed toward achieving that aim. The highest level of skills and resources available to our firm will be utilized in serving your needs. The engagement team has extensive governmental auditing experience.

Our knowledge of your governmental operations will enable us to provide professional services timely, efficiently, and at a reasonable cost.

We provide professional services to other governmental entities, with which they have been well pleased. We firmly believe we can offer this kind of dedication, continuity, and commitment to you.

The maximum fee, including travel and out-of-pocket expenses, for the work as described in this proposal to provide professional services for the fiscal year ending September 30, 2022, with the option to renew four more years under the following terms will be:

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Audit the City's financial statements as of and for the years ending September 30,	\$ 28,000	\$ 28,700	\$ 29,400	\$ 30,100	\$ 30,800
Single Audit, if necessary	<u>3,200</u>	<u>3,300</u>	<u>3,400</u>	<u>3,500</u>	<u>3,600</u>
	31,200	32,000	32,800	33,600	34,400
 Audit of Seward Airport Authority	 3,300	 3,400	 3,500	 3,600	 3,700
Audit of Seward Library Foundation	<u>1,950</u>	<u>2,000</u>	<u>2,050</u>	<u>2,100</u>	<u>2,150</u>
Total	\$ <u>36,450</u>	\$ <u>37,400</u>	\$ <u>38,350</u>	\$ <u>39,300</u>	\$ <u>40,250</u>

Additional services will be billed at \$160 per hour, including the following services with stated maximum fees:

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Assistance with preparation of the City's Budget for the years ending September 30,	\$ <u>3,750</u>	\$ <u>3,850</u>	\$ <u>3,950</u>	\$ <u>4,050</u>	\$ <u>4,150</u>

Billings for our services will be rendered approximately every four weeks, and payment is due within 30 days of the invoice date. The foregoing proposed cost of service fees will be administered upon acceptance of our engagement.

We look forward to working with you again and the professional staff of the City of Seward. If you have any questions, please feel free to contact me at 308-381-1810.

Sincerely,

AMGL, P.C.

Marcy J. Luth, CPA
Engagement Shareholder



- A. Compilation Engagement Letter with AMGL for the Preparation of the Budget in the Form Prescribed by the State of Nebraska Budget Act for Fiscal Year 2022-2023

June 6, 2022

CLIENT'S COPY

Honorable Mayor and City Council
City of Seward
P.O. Box 38
537 Main Street
Seward, NE 68434

We are pleased to confirm our acceptance and our understanding of the services we are to provide for the City of Seward.

You have requested that we prepare the forecast of the City of Seward, which comprises the budget form (historical information – modified cash basis for the year ended September 30, 2021, the estimated information – modified cash basis for the year ending September 30, 2022, and the accompanying budgeted information – modified cash basis for the year ending September 30, 2023), and the related summaries of significant assumptions (forecast) in the form prescribed by the State of Nebraska Budget Act, and perform a compilation engagement with respect to the forecast.

A forecast presents, to the best of management's knowledge and belief, the City of Seward's expected financial position, results of operations, and cash flows for the forecast period. It is based on management's assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

Our Responsibilities

The objective of our engagement is to—

- 1) prepare the forecast in accordance with the guidelines for presentation of a forecast established by the American Institute of Certified Public Accountants (AICPA) based on information provided by you, and
- 2) apply accounting and financial reporting expertise to assist you in the presentation of the forecast without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the forecast in order for it to be in accordance with guidelines for presentation of a forecast established by the AICPA.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the forecast.

SHAREHOLDERS:

Robert D. Almquist
Phillip D. Maltzahn
Marcy J. Luth
Heidi A. Ashby
Christine R. Shenk
Michael E. Hoback
Joseph P. Stump
Kyle R. Overturf
Tracy A. Cannon

1203 W 2nd Street
P.O. Box 1407
Grand Island, NE 68802
P 308-381-1810
F 308-381-4824
EMAIL cpa@gicpas.com

Our engagement cannot be relied upon to identify or disclose any misstatements in the forecast, including those caused by fraud or error, or to identify or disclose any wrongdoing within the City or noncompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare the forecast in accordance with guidelines for presentation of a forecast established by the AICPA and assist you in the presentation of the forecast in accordance with guidelines for presentation of a forecast established by the AICPA. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- 1) The selection of accounting principles to be applied in the preparation of the forecast.
- 2) The preparation and presentation of the forecast in accordance with guidelines for presentation of a forecast established by the AICPA and the inclusion of all informative disclosures that are appropriate for the forecast under those guidelines.
- 3) The design, implementation, and maintenance of internal control relevant to the preparation and presentation of the forecast that is free from material misstatement whether due to fraud or error.
- 4) The prevention and detection of fraud.
- 5) To ensure that the City of Seward complies with the laws and regulations applicable to its activities.
- 6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 7) To provide us with—
 - Access to all information of which you are aware is relevant to the preparation and presentation of the forecast, such as records, documentation, and other matters.
 - Additional information that we may request from you for the purpose of the compilation engagement.
 - Unrestricted access to persons within the City of Seward of whom we determine it is necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your forecast. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

As part of our engagement, we will issue a report that will state that we did not examine or review the forecast, and that, accordingly, we do not express an opinion, a conclusion, nor provide any

assurance on it. It will also state that (1) the forecasted results may not be achieved as there will usually be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected, and these differences may be material; and (2) we have no responsibility to update the report for events and circumstances occurring after the date of the report. Our report will disclose that the City of Seward's management has elected to omit substantially all of the disclosures required by guidelines for presentation of a forecast established by the AICPA. If the omitted disclosures were to be included in the forecast, they might influence the user's conclusions about the City's forecasted balance sheet, statements of income, retained earnings, and cash flows. Accordingly, the forecast is not designed for those who are not informed about such matters.

There may be circumstances in which the report differs from the expected form and content.

You agree to include our compilation report in any document containing the forecast that indicates that we have performed a compilation engagement on the forecast and, prior to inclusion of the report, to ask our permission to do so.

Other Relevant Information

Tracy A. Cannon, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This assignment will be undertaken at our regular hourly rate of \$160 per hour, inclusive of any out-of-pocket expenses, not to exceed \$3,750. Billings for our services will be rendered approximately every four weeks, and payment is due within 30 days of the invoice date. This engagement does not include any services not specifically included in this letter. Additional services that you may request will be subject to arrangements made at the time requested.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

AMGL, P.C.



Marcy J. Luth, CPA

ml/dkk/19377

Enclosure

Honorable Mayor and City Council
City of Seward
June 6, 2022
Page 4

The foregoing letter fully describes the services required and is accepted by us.

CITY OF SEWARD

Signature

Title

Date

4. Consideration of a Professional Services Agreement with the Southeast Nebraska Development District (SENDD) for Construction Management Services Related to CBDG #21DTR011 - City Administrator Butcher

PROFESSIONAL SERVICE AGREEMENT CITY OF SEWARD & SENDD
Construction Management Contract for Street Improvement Project #21-DTR-011

THIS AGREEMENT made and entered into by and between the **CITY OF SEWARD, NEBRASKA** (hereinafter referred to as the CITY) and the **SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT** (hereinafter referred to as the Consultant)

WITNESSES THAT:

WHEREAS, the CITY and the Consultant are desirous of entering into a contract to formalize their relationship, and

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

WHEREAS, the CITY, as part of its **2019 CDBG grant agreement** with the Department, under contract number **21-DTR-011**, has been awarded CDBG funds for the purposes set forth herein, and

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

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

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

1. Services to be provided by the Parties

a. The Consultant shall complete in a satisfactory and proper manner as determined by the CITY the work activities described in **Attachments "A" - Scope of Services and Fee Schedule: Construction Management**.

b. The CITY will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance

The effective date of this contract shall be **April 16, 2022**. The termination date of the contract shall be **April 25, 2024** which coincides with the project end date as stated in the grant contract or as amended by an approved extension.

3. Consideration

The CITY shall compensate the Consultant in accordance with the **Fee Schedule described in Attachment "A"** to the contract for all services agreed upon by the parties to complete the Scope of Work. **The total amount paid by the CITY shall not exceed the sum of \$10,000.** Payment under this contract shall be based on billings, supported by appropriate documentation of services rendered. It is expressly understood that claims for payment in excess of the contract balance will be submitted only after agreement by the CITY.

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

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

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR 200.300–345 and any such procedures that the CITY or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance. All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of ten years after the final audit of the CITY's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such

cases, the CITY shall request a longer period for record retention.

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

5. Relationship

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

6. Suspension, Termination and Close Out

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

a. Suspension If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the CITY may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the CITY and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;

(1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.

(2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.

(3) In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the CITY shall pay the Consultant for work performed to the satisfaction of the CITY, in accordance with the percentage of the work completed.

b. Termination for Cause The CITY may terminate its contract with the consultant if the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist.

(1) The lack of compliance with the provisions of this contract is of such scope and nature that the CITY deems continuation of the contract to be substantially detrimental to the interests of the CITY;

(2) The Consultant has failed to take satisfactory action as directed by the CITY or its authorized representative within the time specified by same;

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

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

1) By the CITY, with the consent of the Consultant, or by the Consultant with the consent of the CITY, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.

(2) If the funds allocated by the CITY via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.

(3) In the event the CITY fails to pay the Consultant promptly or within 60 days after invoices are rendered, the CITY agrees that the Consultant shall have the right to consider said default a breach of this agreement and the

duties of the Consultant under this agreement terminated. In such an event, the CITY shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

(4) The CITY may terminate this contract at any time giving at least 10 days notice in writing to the Consultant. If the contract is terminated for convenience of the CITY as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

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

8. Personnel

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

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

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

9. Assignability

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

such assignment or transfer shall be furnished promptly to the CITY.

10. Reports and Information

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

11. Findings Confidential

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

12. Copyright

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

13. Compliance with Local Laws

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

14. Executive Order 11246* (APPLICABLE TO CONSTRUCTION CONTRACTORS ONLY) Therefore not applicable to this general admin contract between the CITY and SENDD.

15. Title VI of the Civil Rights Act of 1964

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

16. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination

under any program or activity funded in whole or in part with funds made available under this title.

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

a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.

c. The consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition

of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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

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

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

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

20. Executive Order 11246, As Amended.

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

21. Conflict of Interest 2 CFR 200.318

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request,

exceptions may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

22. Audits and Inspections

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

23. Hold Harmless

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

24. Compliance with E-Verify Program on Work Eligibility for New Employees

The Consultant is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the

United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Consultant in performing this contract, if applicable. The Consultant will be responsible to the Community for enforcing this requirement with Consultant subcontractors.

25. Governing Law

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

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

Attachment "A", Scope of Services and Fee Schedule – Construction Management

WITNESS WHEREOF, the CITY and SENDD have executed this contract agreement as of the date and year last written below.

CITY OF SEWARD, NEBRASKA

By: _____
Title: Joshua Eickmeier, Mayor

Date: _____

CONSULTANT: SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT

By: _____
Title: Executive Director

Date: _____

**PROFESSIONAL SERVICE/CONSULTANT AGREEMENT
BETWEEN CITY OF SEWARD, NEBRASKA & SENDD
CDBG- Street Improvement Project #21-DTR-011: Construction Management**

Attachment “A”- Scope of Services and Fee Schedule: Construction Management

1.0 Scope of Services – Construction Management

SEND D shall perform in a satisfactory and proper manner, as determined by the CITY OF SEWARD, the following work:

1.1 Services Associated with Davis-Bacon and Related Acts (DBRA) Compliance

- A. Securing applicable general wage determination.
- B. Ensuring all applicable wage rates and labor standard provisions are included in the bid specifications and contract documents.
- C. Monitoring contractor compliance, including but not limited to:
 - a. Verification that all project contractors and/or subcontractors are registered and active in the System for Award Management (SAM) prior to award;
 - b. Site visits to ensure all required federal and state informational posters are properly displayed throughout the project;
 - c. Payroll verifications, or the receipt and review of signed weekly payrolls submitted by all project contractors and/or subcontractors; and
 - d. Completion of employee interviews under all identified wage classifications.

1.2 Amendments

The CITY may, from time to time, request changes in the Scope of Services of SEND D to be performed hereunder. Such changes, including any increase or decrease in the amount of SEND D's compensation, which are mutually agreed upon by and between the CITY and SEND D, shall be incorporated in written amendments to this Contract.

3.0 Fee Schedule and Compensation Procedures

3.1 Compensation Procedures

For purposes of this contract, the cost for performing services outlined in Article 1.0 of this Contract Attachment “A”, shall be provided to the CITY on cost up to a **maximum total of \$10,000**. The CITY agrees to pay SEND D for services rendered within a reasonable period of time following presentation of a detailed invoice and request for drawdown.

3.2 Amendment of Compensation Rate

Provided that actual expenses documented by SEND D exceed the total allowed by the NDED in their Contract with the CITY, it is hereby agreed and understood by the signatories to this Contract that SEND D may enter into a separate agreement with other parties to recover, in part or in total, those expenses not allowed under this Contract.

3.3 Accountability

SEND D shall document expenditures of funds in accordance with the purposes and conditions of this contract.

5. Award Community Development Block Grant (CDBG) Downtown Revitalization Program (21DTR011) Forgivable Loans - City Administrator Butcher
 - A. Shannon Meyer, 612 Seward Street - \$33,203.25 (75% of Project)



#1 Priority

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

received
4/15/22
10:05am
GB

Downtown Revitalization 2022 Application

Seward Facade Improvement/Commercial Rehabilitation Program

(Attach additional pages to provide additional information.)

*****Completed applications shall be hand delivered to Derek Bargmann, Seward City Clerk, 537 Main Street, Seward, NE 68434, at 10:00am Friday, April 15, 2022. DO NOT MAIL APPLICATIONS OR EMAIL. THEY ARE FIRST COME FIRST SERVE FOR 2022!!!!*****

Applicant Name: Shannon Meyer

Applicant's Phone Number: 402-646-1314

Applicant's Email Address: shannon.meyer@aspyrgroup.com

Business Name: Aspyr Professional Group / The Forge Shared Offices

Property Owner: Old Town Square LLC

Property Address: 612 Seward St, Seward NE 68434

Property Legal Description: Seward Original Town Block 7 W 40' Lots 8, 9 & 12 - TLS 19 & 20

Type of façade improvement planned (see Design Guidelines)

Restoration Renovation Replacement Reconstruction

Structural alterations: See attached detailed explanation

Cosmetic alterations (i.e. moldings): See attached detailed explanation

Painting (approximate sq. ft. area): See attached detail. Approximately 400 sq ft of paint

Interior Improvements: None. Interior renovation previously completed at building owner cost

Specify other work (i.e. awnings): See attached detail

Total cost of project: \$46,688

DTR Project Funds Amount requested: \$ 35,016

Downtown Revitalization 2022 Application

Façade Improvement Details

(Supplemental Information)

Structural & Cosmetic Alterations, Painting & Other Work:

We will tuck point and repair the existing brick on the 2nd story of the front façade. Any damaged trim decoration will also be repaired to original décor. A sheet metal transition between the original and new brick will be installed, which will be colored to blend with the trim. It will also serve as the support rod connection point for a new awning. The brick on the 2nd story will be repainted to match the 1st story brick color, which is the closest brick color we could find to the original brick façade. The decorative trim on the 2nd story will also be repainted with a combination of sandstone color and black accents. Window trims will be black to remain consistent with the 1st story windows. The 4 original rooftop spires will be repaired and/or newly installed to restore the original artistic character of the building. One original spire currently remains on the building. We have a second original spire in storage, which will be repaired and reinstalled. The two remaining spires will be newly built and installed to match the two original spires. A new awning will be installed, built from a combination of exposed structural aluminum framework (painted black) and fabric awning. See enclosed artistic rendering of intended awning. The historical Advertising sign on the alley side of the building will also be repainted to restore its luster. The advertising sign is historically original to the building, dating as far back as the 1920's (earliest pictures I have of the building – see enclosed).

I hereby submit the attached plans, specifications and color samples for the proposed project, and understand that these must be approved by the City of Seward. No work may begin until I have received written notice to proceed from the City of Seward. I further understand that the project must be completed by April 24, 2024. Grant funds will not be paid until the project is commenced. If the City has not received correspondence in that time frame, the funds will be reallocated. I agree to leave the completed project in its approved design and colors for a period of five (5) years from the date of completion. If changed before the end of five (5) years, I agree to pay back the funded amount.



Signature of Property Owner

Shannon Meyer, Old Town Square LLC Member

Printed Name & Title of Property Owner

4/15/2022

Date

Signature of Business Owner (if applicable)

Printed Name & Title of Business Owner

Date

Quote/Budget

Joe Nerud Construction LLC

934 County Rd 2400
 Crete NE
 68333
 (402) 826-9196

RECEIPT NO. _____
 DATE March 7, 2022
 CUSTOMER ID _____

Customer Name Shannon Meyer
 Address 612 Seward Street
 City Seward
 State NE
 Phone _____

Plans Dated:		JOB
		127 N 6th Street Pavement & Store Façade/Doors

Scope of work quoted:	
612 Seward Street:	
1. Repaint the top half of facade to match brick below. This includes lift and painting trim separate from the brick area: \$12,220	
2. Tuck point and repair 2nd story brick on front facade:.....	\$4,950
3. Installation of new fabric awning with supports back to the building.	\$28,750
4. Fix exposed transition between old and new brick. Sheet break metal	\$3890
5. Replace and repair 4 spires on the top of the building. one existing, one damaged and 2 new.....	\$6681
6. Repaint the historical Advertising sign on the alley side.....	\$2417
Total	46,688



Customer Information:

-Name: Shannon Meyer
 -Address: 606 Seward Street
 -City/ST/Zip: Seward NE, 68434
 -Phone #: _____
 -Date: 4-11-2022

- (Project: 612 Seward Street) -

Quantity	Item	Description	Material Total	Labor Total
1		Repaint 2 nd level one color	5590	6112
1		Tuckpoint and repair brick on front façade. Includes lift rental and delivery	2418	3180
1		Install new black fabric awning with black canvas and supports back to the building	14590	6120
1		Install break metal at transition from new façade to existing	1200	2950
1		4 spires on the top parapet of the front façade. 2 new and repair 2 existing	5900	1120
1		Repaint historical painting on west face of façade SUB	3120	0
1				0
↓				
		<u>Tota\$</u>	-52,300-	

•Quotation prepared by: Andrew Date: 4-11-2022

•To accept this quotation sign here: _____ Date: _____

Make all checks payable to CCC

Thank you for your business

Andrew Chrastil
402-217-1907
23001 SW 72nd Street
Hallam, NE 68368
andrew.chrastil@gmail.com



ZIMMER

ASPIR

ASPIR

Loan Production Office

2 HOUR
RESERVED FOR
CITY USE ONLY

10
MINUTE
PARKING

Replace 3
Missing
Spire



New Awning



NS NEBRASKASIGN
 www.nebraskasign.com
 1140 North 21st Street
 Lincoln, Nebraska 68503
 PH. (402) 476-6663
 FAX (402) 476-3461

CLIENT Aspyr Professional Group
 PROJECT Decorative Canopy
 ADDRESS 612 Seward St, Seward, NE 68434

DWG # DC8026A
 SCALE NTS
 SALES Nolan Graham
 DESIGN Deanna Cheney

DATE 10/08/21
 REV

This design and other design produced for this project are considered
 intent drawings. Some interpretation may be necessary. Colors are
 shown for reference only, and are subject to the limitations of the
 This design is provided to your company for the sole purpose of
 containing the purchase of a sign manufactured by Nebraska Sign
 Company. Unauthorized use, reproduction and/or display without written
 permission is expressly prohibited.

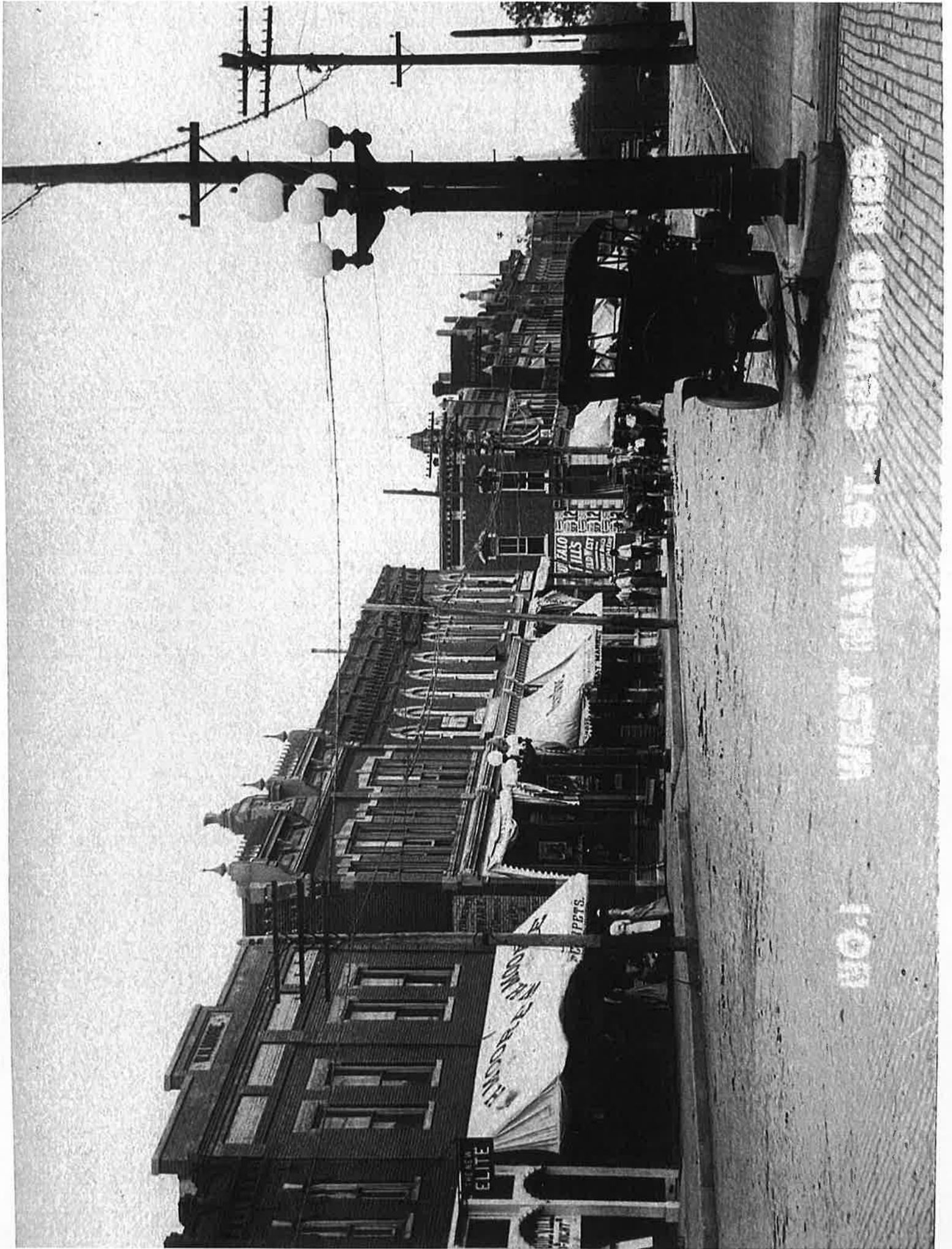
APPROVAL SIGNATURE OF AUTHORIZED CLIENT
 DATE OF APPROVAL



PETS.

TALO
HILLS
OLD WEST
PROPERTY BELONGS
GARDNER & SONS

FRUIT MARKET



6. Amendments to the Employee Handbook Dated November 15, 2016 - City Clerk Bargmann
 - A. Items 2.1 - 2.9 - Updated General Personnel Policies



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

Date: June 21, 2022

To: Mayor Eickmeier and City Council

From: HR Director

Re: **Employee Handbook Review – Items 2.1 – 2.9 Change Highlights**

Working with City Administrator Butcher and Finance Director Wolf, below, you will find some highlights from a complete review of the current section 2 to inform you of the proposed changes as well as an attached redlined version of the changes.

The Personnel, Audit and Finance Committee recommended the changes at their June 7th meeting. Additionally, the City's Department Heads were provided time to review and comment on the proposed changes. The redline and 'clean' version are the proposed incorporations following Council consideration.

Current: "SECTION 1 – EMPLOYEE RESPONSIBILITIES AND CONDUCT" covering items 1.1 – 1.17 – will be renumbered to 2.1 – 2.17

There will be no changes to the content approved on Feb 1, 2022, but it will be renumbered to 2.1 – 2.17. In review, I felt that the current section 2 covered more of the hiring process, thus it should occupy the place before the responsibility of employee section.

THE FOLLOWING WILL NOW BE SECTION 1 AND TITLED "METHOD OF MEETING STAFFING NEEDS":

1.1 Classification of Employees (NEW SECTION)

This section will formally define the classification of all employees within the City of Seward and to which benefits they will be eligible. This section will provide clarification for all employees.

1.2 Procedure for Staffing City Departments (NEW SECTION)

This section will clarify the procedures for filling a position within the City—whether through selection of a current employee (by promotion or transfer), through competitive selection, through non-competitive selection as well as indicating how an applicant can be disqualified from the process. The Second paragraph of this section includes the language from the former '2.7' section.

1.2.1 Selection of an Employee Currently in Service (NEW SECTION)

This groups two related sections from the previous version to be grouped under a title that applies for current City employees and how they could be selected for a vacancy.

1.2.1a Promotion (previously item 2.5)

The update will define what is considered a promotion as well as providing the process for consideration of a promoting an employee.

1.2.1b Transfer (previously item 2.6)

The update will define what is considered a transfer as well as clarifying the steps to be undertaken for a transferred employee.

1.2.2 Competitive Selection (NEW SECTION)

The objective of this section is to describe the hiring procedures for the process of hiring for a vacancy in which a competitive process is selected. This will be the most common method of filling

vacancies, especially section 1.2.2b. We did not previously have a defined process, thus the objective is to provide clarity, transparency and consistency in our process.

1.2.3 Non-Competitive Selection (NEW SECTION)

Again, the objective of this section is to describe the conditions in which a non-competitive process may be selected for filling a vacancy.

1.2.4 Disqualification of Applicants (NEW SECTION)

Within the procedure of staffing City staff, this section will identify reasons in which an applicant to our hiring process may cease to be considered for employment with the City.

1.3 Conditional Offer Phase of Hiring Process (NEW SECTION)

Once a candidate has been deemed to be qualified and offered for City employment, the applicant will now enter a phase in which conditions must be met in the pre-employment phase before the first formal day of employment. This section will define the three things considered in this phase for an employee to meet our 'conditions.'

1.3.1 Physical Fitness to Perform Job Duties (previously item 2.2 'Physical Examinations')

No changes

1.3.2 Drug and/or Background Testing (NEW SECTION)

This new section will identify the items that may be required by the City before the first day of employment and following the offer letter from the City.

1.3.3 Employment of Relatives (previously numbered 2.6)

No significant changes.

1.4 Reinstatement of Previous Employees (previously 2.9 'Rehiring of Retired Employees', 3.18 'Re-Employment')

This section will now combine the situations in which an employee may be returned to City service and the amount of credit received for return.

1.5 Introductory/Evaluation Period—Applicable to new, re-instated or promoted employees (previously 2.4 'Evaluation period')

This section will now clarify that an employee will be in their introduction period during their first six months of employment—they will have performance goals established prior to the next full assessment period (April and October annually). If the Department Head/Supervisor feels the employee is fit to continue after 6 mos, they will then be eligible for any benefits based on classification. Additionally, a promoted or re-instated employee will have performance goals attached to their first 6 mos in their new position—this is because they would have previously completed an introduction period and should be acquainted to the policies/procedures of the City.

1.5.1 Failure of Introductory or Evaluation Period (NEW SECTION)

This section will clarify that the City has the right to terminate employment of an employee within the first 6 mos if the Department Head/Supervisor feels the employee is not fit to continue in their position. If an employee has not successfully completed their introduction period, a Department Head, with the approval of the City Administrator, may extend this period for an additional three months. During the three mos extended period, the employee will not be eligible for any benefits associated with completion of the first 6 mos. The section also provides consequences of failure of the evaluation period for a promoted or reinstated employee.

SECTION 1: METHOD OF MEETING STAFFING NEEDS

1.1 Classification of Employees

For purposes of salary administration, overtime, and benefits, the City of Seward classifies its employees as follows:

- A. ***Introductory Employee.*** An introductory employee is classified as an employee that has not completed their introductory evaluation period as specified in Section 1.5. Introductory employees are not yet eligible for retirement benefits but are eligible immediately for medical insurance and leave benefits if they are a full-time employee. An employee in this classification will be subject to establishment of performance evaluation goals each April 1st and October 1st.
- B. ***Regular Full-Time Employee.*** An employee who has completed the introductory period and is expected to work 40 hours per week. The employee may be considered exempt (salaried) or non-exempt (hourly), depending on how their classified position is indicated in the job description. This classification of employees is eligible for City benefits—leave, retirement, medical—as identified in Section 4. An employee in this classification will be subject to establishment of performance evaluation goals each April 1st and October 1st.
- C. ***Regular Part-Time Employee.*** An employee who has completed the introductory period and is expected to work between 20-29 hours per week on average. The employee will be classified as non-exempt (hourly) and will be eligible for leave benefits only as identified in Section 4. An employee in this classification will be subject to establishment of performance evaluation goals each April 1st and October 1st.
- D. ***Part-Time Employee.*** An employee who will not complete an introductory period and is expected to work less than 20 hours per week on average. The employee will be classified as non-exempt (hourly) and will be eligible for leave benefits only as identified in Section 4. An employee in this classification will not be subject to the establishment of performance evaluation goals.
- E. ***Seasonal Employee.*** An employee who will not complete an introductory period and is expected to work up to 40 hours a week for a specified period of time. The employee will be classified as non-exempt (hourly) and will not be eligible for any benefits identified in Section 4. An employee in this classification will not be subject to the establishment of performance evaluation goals.

1.2 Procedure for Staffing City Departments

Department Heads shall notify the City Administrator and Human Resources Director as soon as they become aware of actual or impending vacancies within their Department. The hiring process may not be undertaken without the authorization of the City Administrator, who may specify the selection process or processes to be used. If a Department Head feels the need to add an additional employee or employees, a request should be submitted and approved by the City Administrator or by the City Council if it creates a new position. The request will be considered based on current and forecasted budget availability, assessment of current and forecasted duties of the department, and in consideration with any facility or equipment upgrades to be implemented. If a vacancy is actual or impending for the role of Department Head, the City Administrator will initiate the hiring process and the chosen candidate will be appointed by the City Council.

No applicant shall be prohibited from securing employment and promotional/transfer opportunity with the City of Seward on the basis of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, age, disability, marital status, military status genetic information or any other characteristic protected by law. Any evidence of discrimination shall be brought to the attention of the affected employee's Department Head, Human Resources Director and City Administrator, in that successive

order. The City will make reasonable accommodations for the known physical or mental limitations of a qualified applicant or employee with a disability upon request unless the accommodation would cause an undue hardship on the operation of City business.

1.2.1 Selection of an Employee Currently in City Service

1.1.1a Promotion - A promotion is the assignment from a position in one class to a position in another class having a higher maximum salary. A Department Head may recommend an employee be promoted to a higher classification if the employee has demonstrated one or all of the following: efficiency in service, continued development, education, skill attainment or length of service in current position. A recommendation for promotion of a non-appointed employee shall be submitted to the City Administrator and must gain approval before initiated. City employees may apply and be considered for any vacant or newly created position but will be considered in the same manner as members of the public.

1.1.1b Transfer – A transfer is any assignment from position to another within the City, which may be considered a promotion if the employee qualifies. City employees shall have the privilege of requesting a transfer to another department at any time there exists a vacancy for which they qualify. Department Heads shall give deliberate and impartial consideration to such requests within their respective departments and should submit the request to the City Administrator for consideration and approval.

1.2.2 Competitive Selection

When a competitive selection process is to be used, the City Administrator, according to the best interest of the City, may designate the area of consideration to applications from the following:

1.2.2a The selection process may be limited to persons currently employed in the City service. If this method of filling a vacancy is chosen, advertisement of the position will be limited to internal methods only and the selection process may be governed by the promotion policy.

1.2.2b The selection process may be opened up to the general public in which case any qualified applicants are encouraged to file an application. If this method of filling a vacancy is chosen, advertisement for the position shall be coordinated through the Human Resources Director. Each vacancy announcement shall include, at a minimum the following information:

- Title and salary of the position;
- Summary of the qualifications for the position;
- Method of and deadline for filing applications; and
- A statement that the City is an equal opportunity employer

Applications shall be filed with the contact as specified in the applicable vacancy announcements. The City Administrator may authorize the acceptance of late applications if in the best interest of the City. The City shall provide all reasonable assistance to persons requesting help in completing their applications. All information submitted by applicants shall be subject to verification. The City may cease accepting or processing applications at any time in accordance with operational requirements.

After the deadline for submittal, Department Heads and/or applicable Boards/Commissions, shall thoroughly screen the applications for completeness and should rank them on the basis of how well the applicant meets the hiring criteria indicated in the job advertisement. Criteria may include, but not be limited to the following: education, experience, skills/abilities, special training and certifications. Based on the rankings developed, the Department Head or Board/Commission in coordination with the Human Resources Director shall schedule and conduct interviews with the highest-ranking candidates. Depending on the number of applications for a vacancy, it will be the intention to interview at least three applicants formally. Applicants who are interviewed shall be asked the same questions and their answers recorded in writing—any written documents, notes or tapes utilized or created in an interview will be forwarded to the Human Resources Director for retention. Applicants may be interviewed more than once if deemed necessary. Before the best candidate is identified, Department Heads or Board/Commission shall undertake the following tasks as possible: verification of previous employment, indication of performance in previous positions. Once the best candidate is identified, the Department Head or Board/Commission shall submit their recommendation to the City Administrator for consideration. If filling a vacancy for a non-appointed position, the City Administrator shall authorize the offer of the candidate deemed best qualified to fill the vacancy. If filling a vacancy for an appointed position, the City Administrator shall present a recommendation to the City Council for consideration and approval. The appointed individual will be offered the position only after City Council approval at a regular meeting.

Civil Service Rules & Regulations apply to appointing/hiring all sworn Police Department employees.

1.2.3 Non-Competitive Selection

When in the best interest of the City, a non-competitive selection process may be specified by the City Administrator. Vacancies may be non-competitively filled with qualified person by the following means:

- a. Reinstatement of a former City employee;
- b. Demotion for cause, as specified in 'Disciplinary Action';
- c. Re-promotion of an employee previously demoted in lieu of reduction in force;
- d. Lateral transfer; or
- e. A selection process within the existing City service employees (See 1.2.2a).

1.2.4 Disqualification of Applicants

An applicant may be disqualified from further consideration at any stage of the selection process for any of the following reasons:

- a. Applicant is an illegal alien or an alien with a visa specifically precluding their working;
- b. Applicant will not have attained their 18th birthday at the time of hire, except in cases where a lower minimum age has been established in the vacancy announcement;
- c. Applicant is not medically qualified to perform the duties as ascertained in a manner prescribed by the City Administrator, except that disabled persons shall not be disqualified on medical grounds if their disability can reasonably be accommodated in the workplace;
- d. Applicant is not of good moral character to the extent that their job performance would be impaired or that significant discredit or excessive risk would be brought upon the City by their employment;

- e. Applicant is not able to meet the residential requirement of the position;
- f. Employment of the applicant will violate the prohibition on the employment of relatives;
- g. Employment of the applicant will create a conflict of interest situation;
- h. Applicant lacks the education, experience, aptitude, or similar qualifications required for the position;
- i. Applicant obtains a positive substance abuse test result during the conditional offer phase of hiring;
- j. Applicant has a concerning background check result during the conditional offer phase of hiring, that would constitute an excessive risk to the City if they were employed;
- k. Applicant has been or is about to be dismissed from employment or military service for reasons indicating a current unfitness for the position or constituting an excessive risk to the City if they are employed;
- l. Applicant has made a false statement of material fact or has committed or attempted to commit a fraudulent, illegal, or unethical act or has attempted to exert political influence at any point in the application or selection process; or
- m. Applicant will not possess any required license or certificate or will not be able to comply with any other requirement or condition of employment as specified.

1.3 Conditional Offer Phase of Hiring Process

1.3.1 Physical Fitness to Perform Job Duties

An applicant may be required to submit to a medical examination only after a conditional offer of employment and only if the examination is required of all applicants for the position. If the examination disqualifies an individual because of a disability, the examination standards shall be job-related and consistent with business necessity. An employee's medical records will be retained separate from personnel files and kept confidential in compliance with the regulations of the U.S. Equal Employment Opportunity Commission and the Nebraska Fair Employment Practice Act.

1.3.2 Drug and/or Background Testing

An applicant may be required to submit to a substance abuse test prior to employment and in adherence to section 2.9.3. A background check of all prospective employees will be completed at the discretion of City Administration.

1.3.3 Employment of Relatives

No applicant for a regular full-time position or regular part-time position shall be considered for employment if the position for which they are applying would result in their working in the same department as a member of their immediate family. These same conditions will apply for an employee who is promoted or transferred to a position in any department which would result in working in the same department as a member of immediate family. These policies apply to all members of the immediate family of all personnel of the City. Seasonal and temporary full-time or part-time positions are exempt from this policy.

1.4 Reinstatement of Previous Employees

Employees who retired from active City employment, whether or not they are receiving pensions from funds provided by the City, shall not be eligible for active employment pay from any City department funds unless approved by the City Administrator.

An employee who is separated from service with the City and did so in good standing, either due to a resignation or the elimination of a position, may be re-employed provided that the person is qualified to perform the duties of the position. In appropriate circumstances,

reinstatements following layoff shall be based on seniority, with the persons with longest total regular City service being re-employed first. The employee shall once again serve an evaluation period regardless of the employee's status prior to the separation.

An employee who is re-employed shall be given credit for one-half of the years of service from a prior employment, given the re-employment date is within three (3) years of a previous employment ending date. If such credit is equal to or greater than one-half year, such credited year(s) are rounded up to the next full year of service. If such credit is less than one-half year, such credited years are rounded down to the previous full year of service. The accrual rate for benefits will be determined using the same credit calculation. **EXAMPLES: #1.** An employee who worked five (5) years previously would receive credit for 2.5 years, therefore, their credited service would be rounded up to three (3) years of service. **#2.** If an employee worked 2.5 years, they would receive credit for 1.25 years thus would be rounded down to one (1) year of service.

1.5 Introductory/Evaluation Period—Applicable to new, re-instated or promoted employees

All regular full-time and regular part-time employees of the City of Seward shall serve in an introductory period for the first six (6) calendar months of employment. The purpose of this is to permit the Department Head to closely observe and evaluate the capabilities and willingness of the new employee. During this time, the Department Head or Supervisor shall encourage and assist the new employee in making a successful adjustment to working for the City. Performance goals will be established for the next full period (six months) of performance goals creation, which begins in April and October annually.

For a promoted or re-instated employee (who previously completed an introductory period), an evaluation period of six (6) calendar months will be utilized for the Department Head to observe the capabilities of the employee in meeting the job requirements for the position. The Department Head and said employee shall establish performance goals at the beginning of a promotion or re-instatement period to allow for proper evaluation.

1.5.1 Failure of Introductory or Evaluation Period

At any time during the six-month introductory or evaluation period, an employee may be dismissed from the City service or may be reassigned by lateral transfer or demotion if their conduct, quality of work and/or fitness are insufficient to continue in the position. The Department Head, with the approval of the City Administrator, may provide an employee an additional period to demonstrate acceptable performance by extending the introductory or evaluation period no more than three months—failure to demonstrate acceptable performance after this extended evaluation period shall result in dismissal. The employee and Human Resources Director shall be notified if an introductory or evaluation period is extended. If an employee was promoted to the position and fails the six-month evaluation, they will be returned to their former position, if open, or may be reassigned to any other position deemed to which they qualify or may be terminated.

SECTION 1: METHOD OF MEETING STAFFING NEEDS 2. EMPLOYMENT—APPOINTMENT

2.1 Procedure (Updated 12/2012)

- 1) ~~Department Heads shall make a request to the City Administrator or appropriate authority as far in advance as possible for the need for additional employees in their Department, and their intent to budget accordingly. If the request is approved by the City Administrator and Council, or appropriate authority through the budget process, recruitment from within or from outside sources shall be initiated. Advertisements will be placed in the Seward County Independent a minimum of two consecutive weeks. Advertisements may also be placed in newspapers with state wide and regional coverage, and appropriate trade journals as well as local government related publications if it is determined to be necessary for the type of position being offered. All written advertisements will be processed through the Assistant Administrator/Clerk-Treasurer's Office. The City will make an individualized assessment of whether a qualified individual with a disability meets hiring criteria and, to the extent its selection criteria have the effect of disqualifying an individual because of a disability, those criteria will be job-related and consistent with business necessity.~~

~~After the deadline for submittal, Department Heads, Boards or Commissions, shall thoroughly screen the applications for completeness and then rank them on the basis of how well each meets the hiring criteria (education, experience, skills/abilities, special training and certifications, etc.). Hiring criteria shall be assigned numerical weighting according to their degree of importance to successful performance of the position. Department Heads, Boards or Commissions shall present the ranked applications to the City Administrator for final review/evaluation.~~

~~Depending on the number of applications for a vacancy, from three (3) to five (5) of the highest ranked applicants shall be formally interviewed. Prior to conducting interviews, Department Heads, Boards or Commissions shall conduct thorough reference/background checks, including but not limited to: verification of previous employment, work performance and performance issues. They shall then prepare and submit written interview questions (with numerical weighting) to the City Administrator for review and approval as to proper format, technical content and compliance with employment laws. Department Heads and the City Administrator or appropriate authority shall jointly conduct interviews. Applicants who are interviewed shall be asked the same questions and their answers recorded in writing or on tape. Applicants shall be interviewed more than once if deemed necessary. Upon completion of the interview process, Department Heads and the City Administrator or appropriate authority shall jointly assign each applicant a final ranking based upon their responses to the interview questions.~~

~~The applicant determined to be the most qualified (i.e., highest ranked) shall be offered the vacancy.~~

- 2) ~~Applicants for full-time employment must: have the legal right to work in the United States; be at least eighteen (18) years of age; be physically fit to perform the essential functions of the position at issue, with or without reasonable accommodation for qualified persons with a disability; and be of good moral character.~~

For Police Department employees subject to the Civil Service Act, the appointment procedure in the Civil Service Rules & Regulations governs. (Update 12/2012)

1.1 Classification of Employees

For purposes of salary administration, overtime, and benefits, the City of Seward classifies its employees as follows:

- A. **Introductory Employee.** An introductory employee is classified as an employee that has not completed their introductory evaluation period as specified in Section 1.5. Introductory employees are not yet eligible for retirement benefits but are eligible immediately for medical insurance and leave benefits if they are a full-time employee. An employee in this classification will be subject to establishment of performance evaluation goals each April 1st and October 1st.
- B. **Regular Full-Time Employee.** An employee who has completed the introductory period and is expected to work 40 hours per week. The employee may be considered exempt (salaried) or non-exempt (hourly), depending on how their classified position is indicated in the job description. This classification of employees is eligible for City benefits—leave, retirement, medical—as identified in Section 4. An employee in this classification will be subject to establishment of performance evaluation goals each April 1st and October 1st.
- C. **Regular Part-Time Employee.** An employee who has completed the introductory period and is expected to work between 20-29 hours per week on average. The employee will be classified as non-exempt (hourly) and will be eligible for leave benefits only as identified in Section 4. An employee in this classification will be subject to establishment of performance evaluation goals each April 1st and October 1st.
- D. **Part-Time Employee.** An employee who will not complete an introductory period and is expected to work less than 20 hours per week on average. The employee will be classified as non-exempt (hourly) and will be eligible for leave benefits only as identified in Section 4. An employee in this classification will not be subject to the establishment of performance evaluation goals.
- E. **Seasonal Employee.** An employee who will not complete an introductory period and is expected to work up to 40 hours a week for a specified period of time. The employee will be classified as non-exempt (hourly) and will not be eligible for any benefits identified in Section 4. An employee in this classification will not be subject to the establishment of performance evaluation goals.

1.2 Procedure for Staffing City Departments

Department Heads shall notify the City Administrator and Human Resources Director as soon as they become aware of actual or impending vacancies within their Department. The hiring process may not be undertaken without the authorization of the City Administrator, who may specify the selection process or processes to be used. If a Department Head feels the need to add an additional employee or employees, a request should be submitted and approved by the City Administrator or by the City Council if it creates a new position. The request will be considered based on current and forecasted budget availability, assessment of current and forecasted duties of the department, and in consideration with any facility or equipment upgrades to be implemented. If a vacancy is actual or impending for the role of Department Head, the City Administrator will initiate the hiring process and the chosen candidate will be appointed by the City Council.

No applicant shall be prohibited from securing employment and promotional/transfer opportunity with the City of Seward as a result of their race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, age, disability, marital status, military status, genetic information or any other characteristics protected by law.

Any evidence of discrimination shall be brought to the attention of the affected employee's Department Head, **Human Resources Director** and the City Administrator, **in that successive order**. The City will make reasonable accommodations for the known physical or mental limitations of a qualified applicant or employee with a disability upon request, unless the accommodation would cause an undue hardship on the operation of the City's business.

1.2.1 Selection of an Employee Currently in City Service

1.2.1a Promotion - A promotion is the assignment from a position in one class to a position in another class having a higher maximum salary. A Department Head may recommend an employee be promoted to a higher classification if the employee has demonstrated one or all of the following: efficiency in service, continued development, education, skill attainment or length of service in current position. A recommendation for promotion of a non-appointed employee shall be submitted to the City Administrator and must gain approval before initiated. City employees may apply and be considered for any vacant or newly created position but will be considered in the same manner as members of the public.

1.2.1b Transfer – A transfer is any assignment from position to another within the City, which may be considered a promotion if the employee qualifies. City employees shall have the privilege of requesting a transfer to another department at any time there exists a vacancy for which they qualify. Department Heads shall give deliberate and impartial consideration to such requests within their respective departments and should submit the request to the City Administrator for consideration and approval.

1.2.2 Competitive Selection

When a competitive selection process is to be used, the City Administrator, according to the best interest of the City, may designate the area of consideration to applications from the following:

1.2.2a The selection process may be limited to persons currently employed in the City service. If this method of filling a vacancy is chosen, advertisement of the position will be limited to internal methods only and the selection process may be governed by the promotion policy.

1.2.2b The selection process may be opened up to the general public in which case any qualified applicants are encouraged to file an application. If this method of filling a vacancy is chosen, advertisement for the position shall be coordinated through the Human Resources Director. Each vacancy announcement shall include, at a minimum the following information:

- Title and salary of the position;
- Summary of the qualifications for the position;
- Method of and deadline for filing applications; and
- A statement that the City is an equal opportunity employer.

Applications shall be filed with the contact as specified in the applicable vacancy announcements. The City Administrator may authorize the acceptance of late applications if in the best interest of the City. The City shall provide all reasonable assistance to persons requesting help in completing their applications. All information submitted by applicants shall be subject to verification. The City may cease accepting or processing applications at any time in accordance with operational requirements.

After the deadline for submittal, Department Heads and/or applicable Boards/Commissions, shall thoroughly screen the applications for completeness and should rank them on the basis of how well the applicant meets the hiring criteria indicated in the job advertisement. Criteria may include, but not be limited to the following: education, experience, skills/abilities, special training and certifications. Based on the rankings developed, the Department Head or Board/Commission in coordination with the Human Resources Director shall schedule and conduct interviews with the highest-ranking candidates. Depending on the number of applications for a vacancy, it will be the intention to interview at least three applicants formally. Applicants who are interviewed shall be asked the same questions and their answers recorded in writing—any written documents, notes or tapes utilized or created in an interview will be forwarded to the Human Resources Director for retention. Applicants may be interviewed more than once if deemed necessary. Before the best candidate is identified, Department Heads or Board/Commission shall undertake the following tasks as possible: verification of previous employment, indication of performance in previous positions. Once the best candidate is identified, the Department Head or Board/Commission shall submit their recommendation to the City Administrator for consideration. If filling a vacancy for a non-appointed position, the City Administrator shall authorize the offer of the candidate deemed best qualified to fill the vacancy. If filling a vacancy for an appointed position, the Mayor shall present a recommendation to the City Council for consideration and approval. The appointed individual will be offered the position only after City Council approval at a regular meeting.

Civil Service Rules & Regulations apply to appointing/hiring all sworn Police Department employees.

1.2.3 Non-Competitive Selection

When in the best interest of the City, a non-competitive selection process may be specified by the City Administrator. Vacancies may be non-competitively filled with qualified person by the following means:

- a. Reinstatement of a former City employee;
- b. Demotion for cause, as specified in 'Disciplinary Action';
- c. Re-promotion of an employee previously demoted in lieu of reduction in force;
- d. Lateral transfer; or
- e. A selection process within the existing City service employees (See 1.1.2a).

1.2.4 Disqualification of Applicants

An applicant may be disqualified from further consideration at any stage of the selection process for any of the following reasons:

- a. Applicant is an illegal alien or an alien with a visa specifically precluding their working;
- b. Applicant will not have attained their 18th birthday at the time of hire, except in cases where a lower minimum age has been established in the vacancy announcement;
- c. Applicant is not medically qualified to perform the duties as ascertained in a manner prescribed by the City Administrator, except that disabled persons shall not be disqualified on medical grounds if their disability can reasonably be accommodated in the workplace;

- d. Applicant is not of good moral character to the extent that their job performance would be impaired or that significant discredit or excessive risk would be brought upon the City by their employment;
- e. Applicant is not able to meet the residential requirement of the position;
- f. Employment of the applicant will violate the prohibition on the employment of relatives;
- g. Employment of the applicant will create a conflict of interest situation;
- h. Applicant lacks the education, experience, aptitude, or similar qualifications required for the position;
- i. Applicant obtains a positive substance abuse test result during the conditional offer phase of hiring;
- j. Applicant has a concerning background check result during the conditional offer phase of hiring, that would constitute an excessive risk to the City if they were employed;
- k. Applicant has been or is about to be dismissed from employment or military service for reasons indicating current unfitness for the position or constituting an excessive risk to the City if they are employed;
- l. Applicant has made a false statement of material fact or has committed or attempted to commit a fraudulent, illegal, or unethical act or has attempted to exert political influence at any point in the application or selection process;
or
- m. Applicant will not possess any required license or certificate or will not be able to comply with any other requirement or condition of employment as specified.

1.3 Conditional Offer Phase of Hiring Process

1.3.1 Physical Fitness to Perform Job Duties 2.2—Physical Examinations (Updated 8/2001)

An applicant may be required to submit to a medical examination only after a conditional offer of employment and only if the examination is required of all applicants for the position. If the examination disqualifies an individual because of a disability, the examination standards shall be job-related and consistent with business necessity. An employee's medical records will be retained separate from personnel files and kept confidential in compliance with the regulations of the U.S. Equal Employment Opportunity Commission and the Nebraska Fair Employment Practice Act.

1.3.2 Drug and/or Background Testing

An applicant may be required to submit to a substance abuse test prior to employment and in adherence to section 2.9.3. A background check of all prospective employees will be completed at the discretion of City Administration.

1.3.3 ~~1.6~~—Employment of Relatives

No applicant for a regular full time or regular part-time City position shall be considered for employment if the position for which they are applying would result in their working in the same department as a member of their immediate family. These same conditions will apply for an employee who is promoted or transferred to a position in any department which would result in working in the same department as a member of immediate family. These policies apply to all members of the immediate family of all personnel of the City. Seasonal and temporary full-time or part-time positions are exempt from this policy.

1.4 Reinstatement of Previous Employees (previously 2.9 Rehiring of Retired Employees, 3.18 Re-Employment)

Employees who ~~have been~~ retired from active City employment, whether or not they are receiving pensions from funds provided by the City, shall not be eligible for active employment pay from any City department funds unless approved by the City Administrator ~~or appropriate authority or with approval of the City Council.~~

An employee who is separated from service with the City and did so in good standing, either due to a resignation or the elimination of a position, may be re-employed provided that the person is qualified to perform the duties of the position. In appropriate circumstances, reinstatements following layoff shall be based on seniority, with the persons with longest total regular City service being re-employed first. The employee shall once again serve an evaluation period regardless of the employee's status prior to the separation.

An employee who is re-employed shall be given credit for one-half of the years of service from a prior employment, given the re-employment date is within three (3) years of a previous employment ending date. If such credit is equal to or greater than one-half year, such credited year(s) are rounded up to the next full year of service. If such credit is less than one-half year, such credited years are rounded down to the previous full year of service. The accrual rate for benefits will be determined using the same credit calculation. EXAMPLES: #1. An employee who worked five (5) years previously would receive credit for 2.5 years, therefore, their credited service would be rounded up to three (3) years of service. #2. If an employee worked 2.5 years, they would receive credit for 1.25 years thus would be rounded down to one (1) year of service.

2.3 – Residential Requirements (WILL BE MOVED TO SECTION 4)

~~City employees are encouraged, but not required, to live within the boundaries of the City of Seward. It is in the best interest of the City to require its personnel to be able to respond adequately in the event of an emergency, therefore, when called, the response time for all personnel to the Department facility, shall be as soon as possible, with a maximum allowable time of 30 minutes. It shall be the responsibility of each Department Head to monitor response time of his/her employees pursuant to this section and report any discrepancies to the City Administrator. Failure of an employee to respond within the maximum allowable response time when called shall result in disciplinary action.~~

~~An employee living outside of the City limits who cannot report to work because of weather conditions, shall have the time lost deducted from his/her wages, vacation time, or the time lost shall be made up within the pay period during which the work was missed.~~

1.5 Introductory/Evaluation Period—Applicable to new, re-instated or promoted employees
2.4 – Evaluation Period

Every person employed by the City of Seward shall serve ~~in an~~ evaluation—introductory period for the first six (6) calendar months of ~~his~~ employment ~~or re-employment.~~ -The purpose of this is to permit the Department Head to closely observe and evaluate the capabilities and willingness of the new employee. During this time, the Department Head or ~~Supervisor appropriate authority~~ shall encourage and assist the new employee in making a successful adjustment to ~~his job,~~ working for the City. Performance goals will be established for the next full period (six months) of performance goals establishment, which begins in April and October annually.

For a promoted or re-instated employee (who previously completed an introductory period), an evaluation period of six (6) calendar months will be utilized for the Department Head to

observe the capabilities of the employee in meeting the job requirements for the position. The Department Head and said employee shall establish performance goals at the beginning of a promotion or re-instatement period to allow for proper evaluation.

1.5.1 Failure of Introductory or Evaluation Period

At any time during the six-month introductory or evaluation period, an employee may be dismissed from the City service or may be reassigned by lateral transfer or demotion if their conduct, quality of work and/or fitness are insufficient to continue in the position. The Department Head, with the approval of the City Administrator, may provide an employee an additional period to demonstrate acceptable performance by extending the evaluation period no more than three months—failure to demonstrate acceptable performance after this extended evaluation period shall result in dismissal. The employee and Human Resources Director shall be notified if an introductory or evaluation period is extended. If an employee was promoted to the position and fails the six-month evaluation, they will be returned to their former position, if open, may be reassigned to any other position deemed to which they qualify, or may be terminated.

B. Items 3.1 - 3.20 - Updated General Personnel Policies



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

Date: June 21, 2022

To: Mayor Eickmeier and City Council

From: HR Director

Re: **Employee Handbook Review – Items 3.1 – 3.20 Change Highlights**

Working with City Administrator Butcher and Finance Director Wolf, below, you will find some highlights from a complete review of the current section 3 to inform you of the proposed changes as well as an attached redlined version of the changes.

The Personnel, Audit and Finance Committee recommended the changes at their June 7th meeting. Additionally, the City's Department Heads were provided time to review and comment on the proposed changes. The redline and 'clean' version are the proposed incorporations following Council consideration.

SECTION 3: COMPENSATION OF EMPLOYEES (PREVIOUSLY "PAY PLAN FOR REGULAR, FULL-TIME EMPLOYEES")

3.1 Pay Plan Structure (previously 'Purpose of Pay Plan')

Minimal changes in the first paragraph from previous version. The first paragraph from 3.2 has been added to 3.1 to provide clarity of the pay plan structure.

3.2 Pay Plan Step Placement (previously 'Pay Plan Structure')

This section will now include only the second paragraph of the previous version. Clarity of step placement for the hire of a City Administrator is also identified. The third paragraph of the previous version has been deleted.

3.3. Pay Plan Maintenance (previously 'Comparability Structure')

Complete rewrite—The proposed version will provide more clear language as to the process to be undertaken for the cost-of-living review undertaken each fall. Also, the proposed version updates the formal comparability study to be undertaken every five (5), instead of three (3) years.

3.4 Annual Performance Pay (previously 'Performance Pay')

First paragraph—any language referencing 'target sheet' has been replaced by a 'performance evaluation' system. We plan to revise our evaluation system; therefore, the language has been made more generic to accommodate any incorporated changes. Additionally, with any system incorporated, we would plan to advance each person's step by one if they exhibit at least 'satisfactory' performance—any 'above average' reference has been removed.

Second paragraph—As Finance Director Wolf will describe, we will now incorporate a cap of 3% that can be achieved for the annual lump-sum payment for a person reaching Step 9. Our objective

is not to penalize individuals that are in excess of the 3%; therefore, they will be grandfathered into the system and can exceed the 3% until their payment becomes equal to the 3% or upon termination of employment.

Third paragraph from previous version—eliminated.

3.5 Longevity Pay

As Finance Director Wolf will describe, the previous longevity implementation was burdensome to incorporate and could be prone to human error. As such, the new system will coincide with any cost-of-living increase effective October 1st. Also, to remove any confusion, Mr. Wolf has calculated the amount of addition monthly for hourly and salaried employees for longevity pay.

3.6 Recording of Work Hours (previously 'Part-time and Seasonal Employees')

The previous section 3.6 has been incorporated elsewhere in the handbook; thus it has been removed and replaced with a section addressing the recording of work hours. The new section will describe the process in which an employee should record any hours worked as well as how the system processes entries—by rounding to the nearest quarter hour.

3.7 Pay Period Compensation (previously 'Authorized Deductions')

This section will include sub-sections about employee compensation items for time worked. First paragraph—includes previous section 3.7 about deductions to be included and describes the schedule of regular compensation. Second paragraph—Section 3.9(1) has been condensed and placed in this paragraph as the City will comply with any FLSA, thus the previous language is superfluous.

3.7.1 Incomplete Pay Period (previously was section 3.8)

The previous language from section 3.8 is unchanged. Portions of the paragraph under 3.9(1) titled 'Circumstances in Which the City May Make Deductions from Pay' describing conditions in which an exempt employee may have deductions from pay included is added.

3.7.2 Overtime Pay (previously was section 3.9)

Proposed change will include language from the second paragraph of section 3.9(1).

3.7.3 Payment of Wages in Advance or in Lieu of Vacation Leave (previously were sections 3.15 and 3.17)

We felt that these sections could be combined into one sub-section—the City will not pay any wages in advance or in lieu of vacation leave.

3.7.4 Termination Pay (previously was section 3.12 and 3.16 'Payment of Leave Upon Death of Employee')

These two sections were combined into one sub-section of compensation because resignation, dismissal, retirement and death are all situations in which employment with the City is terminated.

3.8 Other Instances of Employee Compensation (NEW SECTION)

Aside from regular compensation conditions, this section will describe the situations in which an employee may be owed some form of compensation from the City for time worked.

3.8.1 Compensatory Time (previously section 3.10)

Biggest changes include—description of who must approve requests for each classification of employee (first paragraph) and the final sentence which states the City will not pay out compensation time upon termination of employment for exempt employees.

3.8.2 On-Call Time/SCADA Monitoring (previously 3.11 'On-Call Duty')

First paragraph—The City will now only allow one employee to count on-call time during a holiday week, to be determined by the Department Head and the employees involved. It will no longer be allowed for two employees to count holiday leave for on-call time. We also clarified 'straight time-off' to 'paid leave' since that term was not used elsewhere in the handbook. Finally, we clarified that on-call leave shall be counted towards overtime leave or may be elected to be banked as compensatory leave.

Second paragraph—this paragraph has been added to account for employees who monitor SCADA systems and how this time should be accounted for.

Third paragraph—it was not clear what the ¼ and ½ hour compensation was, thus it is now clearer with this change.

Fourth paragraph—this paragraph re-writes how to handle if an employee reports to on-call duty after consuming alcohol or substances.

3.8.3 Call-Back Time (NEW SECTION)

There was a section in the previous 3.11 that addressed leave for employees called-in to work, thus this new section is devoted to those conditions. The second paragraph mirrors the last paragraph in sub-section 3.8.2 regarding reporting after alcohol consumption.

3.9 Instances of Employee Reimbursement (NEW SECTION)

Aside from regular compensation and compensation for hours worked during irregular times, this section will identify instances when an employee may be owed reimbursement compensation for expenses incurred on the job.

3.9.1 Uniform/Apparel Replacement (previously section 3.14 'Employee Uniform Allowance Policy')

The proposed changes define who will be eligible to receive a uniform/apparel reimbursement and the process in which the expense will be considered for reimbursement.

3.9.2 Lodging, Meals & Incidentals (previously 3.13 'Travel and Official Expense for Mileage and Meals' and '3.19 Emergency Situations Warranting Meals for Employees')

This sub-section identifies that we will reimburse up to the approved US General Services Administration rates for lodging, meals and incidentals. Section 5.2 will be re-written to coincide with the language from 3.9.2.

Second paragraph—This includes the last sentence from the previous 3.19 section and identifies the situation in which a meal for time spent performing emergency services may be reimbursed and at what rate.

3.9.3 Mileage (previously 3.13 'Travel and Official Expense for Mileage and Meals')

This sub-section identifies that the City will adhere to the IRS rates for mileage reimbursement and what documentation may be requested for a reimbursement request.

3.9.4 Tuition (NEW SECTION)

This sub-section is largely comprised of the second paragraph of the 'Hours of Attendance' portion of Section 5.2. Section 5.2 will be rewritten in the future.

3.9.5 Personal Cell Phone (NEW SECTION)

This was not formally written in the previous handbook, so this sub-section will describe which and how employees may be reimbursed for personal cell phone usage.

3.9.6 Permits and Licenses to Operate City vehicles and equipment (NEW SECTION)

This was not formally written in the previous handbook, so this sub-section will describe how some permit or license expenses may be eligible for reimbursement for job-related duties.

3.9.7 Eyeglass Program (NEW SECTION)

This was not formally included in the previous handbook, so this sub-section will reference the eyeglass program as established by 2005 policy.

3.9.8 Miscellaneous Supplies for Operations (NEW SECTION)

Language about reimbursement of expenses for operations was not included in the previous handbook, so this sub-section will identify that in the course of business an employee may purchase items to be used in City operations and later be reimbursed if approved by the proper responsibility chain.

NOTE: 3.20 Emergency Closing Policy = will be moved to Section 4 regarding leave.

SECTION 3: COMPENSATION OF EMPLOYEES

3.1 Pay Plan Structure

Within the limitations of its financial position, it is the policy of the City of Seward to maintain a Pay Plan which promotes the recruitment and retention of competent employees, through fair and equitable wages. It is the City's policy to maintain a salary program which provides peak motivation to employees by paying salaries which reflect an individual's accomplishments, as long as they remain within the limits of the established ranges for each position.

Each position is established by Ordinance and is classified into a "Pay Range" according to the level of responsibilities assigned the position. For example, a director's position would be expected to have a higher level of responsibilities than a subordinate, thus the pay range will reflect this fact. Each pay range shall be defined by a minimum salary and a maximum salary with seven salary steps in between (nine total steps). Except as affected by Longevity Pay (see Section 3.5), an employee's salary shall not be lower than or higher than the Pay Range for his position.

3.2 Pay Plan Step Placement

All new employees shall be assigned a 'step' within the pay plan structure. It is expected that a new employee will be paid at the minimum wage of the Pay Range (Step 1) for the position for which they were hired. The only exception to this rule would be a new employee who significantly exceeds the minimum requirement of the position, either in education or experience. This employee may, with the recommendation of the Department Head and approval by the City Administrator, receive a salary commensurate with their qualifications within the limits of the Pay Range. In the case of hiring a City Administrator, the terms of the employment contract shall dictate what step they begin with, as approved by the Mayor and City Council.

3.3 Pay Plan Maintenance

The City Administrator, with the assistance of the Human Resources Director, may periodically review the pay plan to ensure that that salary levels in the applicable labor markets are properly reflected. The City Administrator shall propose to the Mayor and City Council such pay adjustments as are necessary for the City to remain a competitive and equitable employer and to meet the requirements of the Nebraska Commission of Industrial Relations (NCIR) and State law. Comparability studies such as these may occur each fall and any salary adjustments shall be reflected in the first full pay period following October 1st if approved by the City Council for any or all employees.

The City shall complete a formal Comparability Study of wages and benefits at least once every five (5) years by a recognized expert in the field of job analysis, wage and fringe benefit surveying with familiarity in testifying such matters before the Nebraska Commission of Industrial Relations (NCIR).

3.4 Annual Performance Pay

Compensatory increases shall be awarded annually through a performance evaluation system (See Section 5) and increase in 'step' in the pay-plan structure. Any change in salary will be effective April 1st to employees whose work performance is considered satisfactory or above (defined in Section 5). All new employees must have completed a six-month introductory evaluation period (See Section 1.5) and all employees who have changed positions or been promoted must hold their new position for a minimum of six (6) months with at least satisfactory performance to be eligible for such pay increases. No performance increase will be awarded to an employee who has been demoted, suspended from work that results in disciplinary action, or who has two written reprimands in a 12-month period.

Annual performance increases are determined based on the average score of an employee's previous two semi-annual performance reviews and implemented effective April 1st. Employee performance goal sheets are completed and reviewed with the employee semiannually (October 1st and April 1st). Under the City's performance review system, employees with at least satisfactory performance advance one step on their pay range. For employees at the top of their pay ranges, performance pay for at least satisfactory performance scores will be awarded in the form of a one-time lump sum payment each April (not added to base pay). This payment will be in the amount of 3% of an employee's annual salary—only regular full-time and regular part-time employees will be eligible for this payment. The lump sum payment will have to be re-earned each year. Employees whose lump sum payment would have been in excess of 3% on April 1, 2023, under the prior performance standard before the adoption of the June 21, 2022 amendment to this handbook, shall have their lump sum amount frozen, until their payment is equal to 3% of their current salary or upon termination of the employment relationship.

3.5 Longevity Pay

Each full-time employee, who has completed their introductory period, will, for each year of service to the City, receive three dollars and forty-seven cents (\$3.47) per month if classified as exempt, or two cents (\$0.02) an hour if classified as non-exempt. This pay will be in addition to the established base pay in their respective salary range. Longevity pay will be reflected in the first full pay period in October of each year for anniversaries met during the previous fiscal year (October 1st – September 30th).

3.6 Recording of Work Hours

To ensure that accurate records are kept of the hours actually worked (including overtime hours where applicable), all non-exempt employees are required to record their time daily on the payroll timesheet software provided by the City. Employees must record the time when they begin work and when they complete their day, as well as any time they go off the clock for lunch, personal appointments or errands, or for any other reason. Note: The system will round time worked to the nearest quarter hour (up or down) depending on the minute of entry. The Finance Director will keep a record of accrued vacation and sick leave hours as well as compensatory time. Copies of these records will be kept on file at City Hall.

3.7 Pay Period Compensation

The standard pay cycle shall be bi-weekly. Payment will be made by direct deposit to the account identified from the employee. Funds will be available on the Friday following the preceding Friday's end of the pay cycle. The City is required by federal law to make certain deductions from employee wages, which include deductions for Social Security and Medicare taxes as well as federal, state, and any local withholding taxes. Additionally, all voluntary deductions authorized in writing will be made as directed by the employee. Voluntary deductions may include the employee's share of the insurance premium.

It is the City's policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA). If an employee feels an error has been incurred on their paycheck, it should immediately be communicated to the Human Resources Director, who will then promptly investigate the matter. Any discrepancies proved to be true will be rectified during the following pay period.

3.7.1 Incomplete Pay Period

An employee who does not work their regular scheduled work week shall have a percentage of their regular pay deducted from their pay, unless such absence is authorized as leave as hereinafter provided for and is authorized by their Department

Head or the appropriate authority. Deductions from pay are permissible for an 'exempt' employee when one or more of the following conditions are present:

- when an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability;
- for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- to offset amounts employees receive as jury or witness fees, or for military pay;
- or for unpaid disciplinary suspensions of one or more full days imposed in accordance to workplace disciplinary infractions (see Section 6). Non-exempt employees may also fall under this condition.

3.7.2 Overtime Pay

Overtime (1.5 times the employee's hourly rate) shall be paid to those entitled regular, non-exempt, full-time employees working in excess of the maximum set for their work period. All overtime pay must be pre-approved and documented. Working unauthorized overtime is grounds for disciplinary action, up to and including termination. If an employee is called to return to work to respond to an emergency, they shall be paid the overtime rate no matter how many regular hours they worked that week (benefits will be deducted as if the employee worked a regular shift). An emergency shall include utility service disruptions, snow and ice removal and other situations that are similar in nature which occur outside of normal working hours.

Pool employees are not eligible for overtime pay. The Fair Labor Standards Act, which is the Federal labor law for the application of overtime, minimum wage and Equal Pay Act includes the definition for employees that may be exempted from overtime. Pursuant to the Fair Labor Standards Act (Section 13(a)(1), those classified as Administrative, Executive, Professional or Computer Professional will be exempt from overtime.

3.7.3 Payment of Wages in Advance or in Lieu of Vacation Leave

The City of Seward will not provide any advances on future wages, including accrued vacation leave. The City will also not pay an employee in lieu of vacation leave—the employee is encouraged to utilize the vacation leave which they have accrued.

3.7.4 Termination Pay

An employee who is dismissed, voluntarily resigns, or dies as a current employee shall receive a final payroll payment on the next regularly scheduled payday or within two weeks of the last regularly scheduled payday, whichever date is earlier. This final paycheck will include the payment of any accrued, non-sick leave hours at the rate upon which the employee was terminated. If the employee is separated from the payroll less than one week prior to the next regularly scheduled payday, the final payroll payment for the employee will be made within two weeks of the next regularly scheduled payday. Sick leave payout will be governed by Section 4.2.

3.8 Other Instances of Employee Compensation

Outside of regular hours and overtime, the following situations may necessitate compensation to an employee in the form of payment or leave accrued.

3.8.1 Compensatory Time

In an effort to ensure financial stewardship, the City will utilize compensatory time off in lieu of overtime pay. All compensatory time accrued and used must be approved by

the Department Head for subordinates, City Administrator in the case of Department Head, or Mayor in the case of City Administrator.

Overtime hours, if converted to compensatory time, shall be accrued at a rate equal to the adjustment for pay if the overtime hours were paid out (see Section 3.7.2). Compensatory time shall be capped at 60 hours.

On-call hours, where an hourly employee is on standby, can be accrued as compensatory time. Should an hourly employee be called in, call back time would be eligible for conversion to compensatory time, subject to a request submitted by the Department Head and approved by the City Administrator.

The Golf Shop Manager position is exempt from this regulation, due to the seasonal activities of the golf course. This position shall not accrue more than 480 hours compensatory time in any calendar year, which shall be used prior to April 1 of the following calendar year, unless the City Administrator authorizes an extension of this date.

The accrual of compensatory time by Police Officers, while attaining initial certification, maybe exempt from this regulation with approval of the Chief of Police and City Administrator but cannot exceed 120 accrued hours. Accrued hours attained during this initial certification period shall be used down to 60 hours within 90 calendar days following training completion or will be paid out at the regular rate earned by the employee at the time the employee receives the payment.

Overtime earned when working for another department shall be paid out and charged to the department in which the work was performed. This time cannot be accrued as compensatory time.

The City shall have the option of buying back accrued compensatory time from employees on an annual basis at the City's discretion at the end of the fiscal year. An employee can request accrued compensatory time be paid out at any time during the year. If accrued compensatory time is bought back from the employee or paid out, the compensation shall be paid at the regular rate earned by the employee at the time the employee receives the payment. Upon termination of employment, an employee shall be paid for the unused compensatory time at the regular rate earned by the employee at the time the employee receives the payment.

An employee shall be permitted to use compensatory time within a reasonable period if the use does not unduly disrupt the operations of the Employer.

Exempt employees shall be allowed time off for attendance at official evening meetings or events, weekend meetings or events, and for extra time spent in order to complete special projects, with approval of the City Administrator or appropriate authority, and as long as such time off does not interfere with completion of their duties. Any compensatory accruals will not be paid out upon termination of employment.

3.8.2 On-Call Time/SCADA Monitoring

Employees in the Electric, Water/Wastewater, Street and Public Properties Departments are subject to regular "On-Call" duty. Regular on-call duty consists of a seven-day period, when the employee is responsible for any emergency or trouble call in the respective utility and any regular weekend or holiday duty. Department Heads and employees shall ensure on-call duty during holidays is handled by only one

employee during a seven-day period. Compensation for remaining available for the regular seven-day period shall consist of two (2) hours of paid leave, or four (4) hours of paid leave if it occurs during a holiday week, for the seven-day period. If an employee is on regular on-call duty, the two (2) hours or four (4) hours of paid leave will be taken off during the same pay period. If, in the opinion of the Department Head, the workload is such that the employee cannot take the paid leave, the employee will be paid at the regular hourly rate for the two (2) hours earned while "on-call"--such paid leave shall count towards overtime calculations or may be converted to compensatory time off.

Employees in the Electric and Water/Wastewater Departments, who are required to monitor SCADA systems, shall be compensated for such time in the same manner as 'on-call' duty.

All other employees are subject to 'on-call' duty if they are provided written notification of a possible event/emergency by their Department Head. Once written notification has been given, they shall be compensated at 1/4 an hour at their regular rate, or 1/2 an hour at their regular rate if it occurs during a holiday week, for each day during the week they are placed on the on-call duty. Such compensation shall count towards overtime calculations or may be converted to compensatory time off. Employees must always be reachable by telephone, cell phone or other method as agreed to by the City.

During on-call duty, an employee should abstain from consumption of alcohol. It shall be the responsibility of an employee to advise their supervisor if they have consumed alcohol or believes that they have a blood alcohol content of .04 or greater or have taken any other drug. With that information, the supervisor shall have the discretion of what duties that employee is to perform. If the employee has reported to the site, they may be required to submit to an alcohol or controlled substance test when the employer has reasonable suspicion to believe that they are in an intoxicated state. If a previously informed on-call employee reports in a state exceeding the legal limit, they will be subject to disciplinary action up to and including termination. They may also be subject to legal disciplinary action if they were in operation of a motor vehicle.

3.8.3 Call-Back Time

For all employees called in to work, who are eligible to receive overtime pay, compensation shall consist of a rate not less than one- and one-half times the employees' hourly rate (double time on the City's observed holiday), for a minimum of two (2) hours, regardless of the time actually worked. Compensatory time may be eligible for employees called-back, subject to Section 3.8.1.

In the case of a call back to which the employee was informed of the likelihood beforehand, an employee should abstain from consumption of alcohol. In the case of an emergency call-back in which the employee was not notified beforehand, it shall be the responsibility of an employee to advise their supervisor if they have consumed alcohol or believes that they have a blood alcohol content of .04 or greater or have taken any other drug. With that information, the supervisor shall have the discretion of what duties that employee is to perform. If the employee has reported to the site, they may be required to submit to an alcohol or controlled substance test when the employer has reasonable suspicion to believe that they are in an intoxicated state. If an employee reports in a state exceeding the legal limit, they will be subject to disciplinary action up to and including termination. They may also be subject to legal disciplinary action if they were in operation of a motor vehicle.

3.9 Instances of Employee Reimbursement

An employee may be entitled to compensation due from the City in the subsequent instances if they are approved by a Department Head and/or City Administrator. Requests for reimbursement shall use the current form established by the Finance Department and should be submitted as soon as possible after the expense is incurred. **Reimbursement requests in excess of six (6) months may be denied at the discretion of the Department Head and/or City Administrator.**

3.9.1 Uniform/Apparel Replacement

All new full-time employees within the Electric, Public Properties, Street, and Water/Wastewater Departments will be issued an allotment of uniforms/apparel as determined by the Department Head. After initial issue, it will be the employee's obligation to properly maintain or replace uniforms/apparel as needed. Funds for maintenance and replacement of uniforms/apparel will be allotted annually for each qualifying employee—as determined independently by each Department Head and established by the annual budget. Any requests for items exceeding the annual allotment shall be incurred at the cost of the employee. If maintenance or replacement of a uniform/apparel is requested, the item shall first be inspected by the Department Head to ensure it is needed. At the discretion of the Department Head, the replacement/maintenance item shall either be ordered by the City or the employee may order and submit a request to the Department Head for reimbursement. No reimbursement will be made to any employee unless the receipt and item is presented to the Department Head for confirmation of receipt. Any City-reimbursed items should be returned to the City promptly upon termination at the discretion of the Department Head and/or City Administrator.

3.9.2 Lodging, Meals and Incidentals

Subject to prior approval from their Department Head and/or the City Administrator (See Section 5.2), an employee may receive reimbursement for any lodging, meals & incidentals costs up to the current U.S. General Services Administration rates. Any expenditures in excess of the pre-approved rates, may be incurred at the employee's expense at the Department Head's discretion, unless the expenditure(s) were unavoidable given the situation. To be reimbursed for any expenses while on travel status, the employee must have receipts to accompany the claim and the reimbursement must be approved by the Department Head and/or City Administrator.

Meals may be provided, or eligible for reimbursement, for employees who begin performing emergency service work four (4) hours prior to their normal work day; or for work that continues four (4) hours past their normal work day, as long as the expenditures adhere to the U.S. General Services Administration rates.

3.9.3 Mileage

Subject to prior approval from the Department Head and/or the City Administrator (See Section 5.2), an employee may be reimbursed for mileage incurred in their personal vehicle at the prevailing rate established by the Internal Revenue Service (IRS). This rate includes all travel and storage expenses (parking fees) of the vehicle. Odometer readings and/or documentation will be necessary for mileage reimbursement. To be reimbursed for any expenses while on travel status, the employee must have receipts to accompany the claim and the reimbursement must be approved by the Department Head and/or City Administrator.

3.9.4 Tuition

Subject to prior approval from Department Head and the City Administrator (See Section 5.2), an employee may be reimbursed up to 50% of all eligible costs—including tuition, books, and laboratory fees—for any courses deemed to enhance employee's skills and abilities in their current position. To be reimbursed for any expenses, the employee must provide proof of successful completion of the course and a billing statement. The reimbursement must be reviewed and approved by the Department Head and City Administrator.

3.9.5 Personal Cell Phone

Employees deemed to be subject to 'on-call' or 'call-back' requirements, may be eligible for quarterly reimbursement of cell phone expenditures subject to prior approval from their Department Head and City Administrator. The amount of monthly reimbursement shall be established by the City Administrator.

3.9.6 Permits and Licenses to Operate City vehicles and equipment

Subject to the requirements for the position and the necessary permits and licenses, employees may be eligible for full reimbursement of these costs. The permit/license as well as the reimbursement request shall be presented to the Department Head and/or City Administrator for review and approval. Depending on the cost and nature of the training(s), they may be subject to a signed agreement between the employee and the City. Such an agreement would stipulate terms for employee repayment for training(s) to the City should they leave City service prior to a given period of time.

3.9.7 Eyeglass Program

Subject to adherence to the program requirements, an employee may be eligible for reimbursement up to 50% of the purchase cost of protective eye wear.

3.9.8 Miscellaneous Supplies for Operations

In some instances, an employee may be instructed by a Department Head or the City Administrator to make purchases on behalf of the City for convenience purposes to necessitate service operation. Reimbursement requests will be submitted and approved by a Department Head and/or the City Administrator.

3. COMPENSATION OF EMPLOYEES PAY PLAN FOR REGULAR, FULL-TIME EMPLOYEES

3.1 Purpose of Pay Plan Pay Plan Structure

Within the limitations of its financial position, it is the policy of the City of Seward to maintain a Pay Plan which promotes the recruitment and retention, and if necessary, the recruitment of competent employees, through fair and equitable wages. ~~In addition, the City seeks to pay fair and equitable salaries to all employees based upon the value of each position per Nebraska State Statutes and the decisions of the Nebraska Commission of Industrial Relations (NCIR).~~ Finally, ~~it~~ is the City's policy to maintain a salary program which provides peak motivation to employees by paying salaries which reflect an individual's accomplishments, as long as they remain within the limits of the established ranges for each position. ~~(Updated 11-15-16)~~

Each position ~~is established by Ordinance and in the City~~ is classified into a "Pay Range" according to the level of responsibilities assigned the position. For example, a director's position would be expected to have a higher level of responsibilities than a subordinate, thus the pay range will reflect this fact. Each pay range shall be defined by a Minimum Salary and a Maximum Salary with seven salary steps in between ~~(nine total steps)~~. Except as affected by Longevity Pay ~~(See Section 3.5)~~, an employee's salary shall not be lower than or higher than the Pay Range for his position.

3.2 Pay Plan Structure Step Placement:

All new employees shall be assigned a 'step' within the pay plan structure. It is expected that new employee will be paid at the minimum wage of the Pay Range ~~(Step 1)~~ for the position for which they were hired. The only exception to this rule would be a new employee who significantly exceeds the minimum requirement of the position, either in education or experience. This employee may, with the recommendation of the Department Head and approval by the City Administrator ~~or appropriate authority~~, receive a salary commensurate with their qualifications within the limits of the Pay Range. In the case of hiring a City Administrator, the terms of the employment contract shall dictate what step they begin with, as approved by the Mayor and City Council.

~~SUBJECT TO THE CITY'S FISCAL CONDITION AND THE LOCAL ECONOMY, a new employee who maintains above average work performance should expect to receive the maximum pay of his/her respective pay range in a 9 to 10 year period. Existing employees, subject to their current placement in the pay range, should expect to advance to the maximum salary at the same pace.~~

3.3 Pay Plan Maintenance Comparability Study (Updated 11-15-16)

The City Administrator, with the assistance of the Human Resources Director, may periodically review the pay plan to ensure that that salary levels in the applicable labor markets are properly reflected. The City Administrator shall propose to the Mayor and City Council such pay adjustments as are necessary for the City to remain a competitive and equitable employer and to meet the requirements of the Nebraska Commission of Industrial Relations (NCIR) and State law. Comparability studies such as these may occur each fall and any salary adjustments shall be reflected in the first full pay period following October 1st if approved by the City Council for any or all employees.

The City shall complete a formal Comparability Study of wages and benefits at least once every five (5) years by a recognized expert in the field of job analysis, wage and fringe benefit surveying with familiarity in testifying such matters before the Nebraska Commission of Industrial Relations (NCIR).

~~The City strives to pay all employees fair and equitable salaries based upon the value of each position per Nebraska State Statutes and the decisions of the Nebraska Commission of Industrial Relations (NCIR). Toward this objective the City shall complete a Comparability Study of wages and benefits in accordance with the Nebraska State Statutes and the decisions of the Nebraska Commission of Industrial Relations (NCIR). The Comparability Study shall be completed at least once every three years by a recognized expert in the field of job analysis, wage and fringe benefit surveying and experience in testifying in such matters before the NCIR.~~

~~In interim years, City staff shall be responsible for completion of the Study, with the results being reviewed and approved by the expert who most recently completed the City's Comparability Study. Comparability adjustments as approved by the City Council shall become effective annually each December 1st.~~

3.4 Annual Performance Pay (Updated 1/98)

~~Job performance Compensatory increases shall be awarded annually through a performance target sheet evaluation system (See Section 5) and increase in 'step' in the pay plan structure. Any change in salary will be effective April 1st the first pay period in April to employees whose work performance is considered satisfactory or above (defined in Section 5) above average. All new employees must have completed a six-month introductory evaluation period (See Section 1.5) and all employees who have changed positions or been promoted must hold their new position for a minimum of six (6) months with at least satisfactory above average performance (based on evaluation) to be eligible for such pay increases. No performance increase will be awarded to an employee who has been demoted, suspended from work that results in disciplinary action, or who has two written reprimands in a 12-month period.~~

~~In the City's step plan structure, each position pay range has 9 steps (from Minimum to Maximum). Annual performance increases are determined based on the average score of an employee's previous 2 two semi-annual performance reviews and implemented effective April 1st target sheets. Employee performance target goal sheets are completed and reviewed with the employee semiannually (October 1st and April 1st). Under the City's performance review target sheet system, employees with at least satisfactory performance above average target sheet scores advance one step on their pay range. For employees at the top of their pay ranges, performance pay for at least satisfactory performance above average target sheet scores will be awarded in the form of a one-time lump sum payment each April (not added to base pay). This payment will be based on the difference between Step 8 and Step 9 for a twelve-month time period in the amount of 3% of an employee's annual salary—only regular full-time and regular part-time employees will be eligible for this payment. The lump sum payment award will have to be re-earned each year through above average performance. Employees whose lump sum payment would have been in excess of 3% on April 1, 2023, under the prior performance standard before the adoption of the June 21, 2022 amendment to this handbook, shall have their lump sum amount frozen, until their payment is equal to 3% of their current salary or upon termination of the employment relationship.~~

~~The target sheet evaluation system rewards good work performance and provides an incentive to both new and long term high achieving employees. The step plan assures movement of employees along their pay ranges in 9 to 10 years (based on performance) in accordance with the prevalent practice of other municipalities.~~

3.5 Longevity Pay:

Each ~~full-time~~ employee, who ~~is a full-time employee~~ has completed their introductory period, ~~may will~~, for each ~~two~~ years of service to the City, receive ~~three dollars and forty-seven cents (\$3.47)~~ ~~five dollars (\$5.00)~~ per month if classified as exempt, or ~~two cents (\$0.02)~~ an hour if classified as non-exempt. This pay will be in addition to the established base pay in his/her/their respective Salary Range. ~~Longevity pay will be reflected in the first full pay period in October of each year for anniversaries met during the previous fiscal year (October 1st – September 30th).~~

3.6 ~~Part-time and Seasonal Employees: Recording of Work Hours~~

~~To ensure that accurate records are kept of the hours actually worked (including overtime hours where applicable), all non-exempt employees are required to record their time daily on the payroll timesheet software provided by the City. Employees must record the time when they begin work and when they complete their day, as well as any time they go off the clock for lunch, personal appointments or errands, or for any other reason. Note: The system will round time worked to the nearest quarter hour (up or down) depending on the minute of entry. The Finance Director will keep a record of accrued vacation and sick leave hours as well as compensatory time. Copies of these records will be kept on file at City Hall.~~

- ~~1. Pay for temporary employees shall be based on the duties and responsibilities of the temporary position as determined by the Department Head with the approval of the City Administrator or appropriate authority. (Updated 3/2/99)~~
- ~~2. All wages for part-time and seasonal employees shall be determined by the Salary Administrators of the City, with information from the Comparability Study and input from the appropriate authority. All positions shall be advertised for in accordance with Equal Opportunity Regulations through the office of the City Clerk-Treasurer. The only exception to the advertising requirement will be for seasonal employees returning to the same job each season and temporary positions. (Updated 3/2/99)~~

3.7 ~~Authorized Deductions (Updated 11-15-16) Pay Period Compensation~~

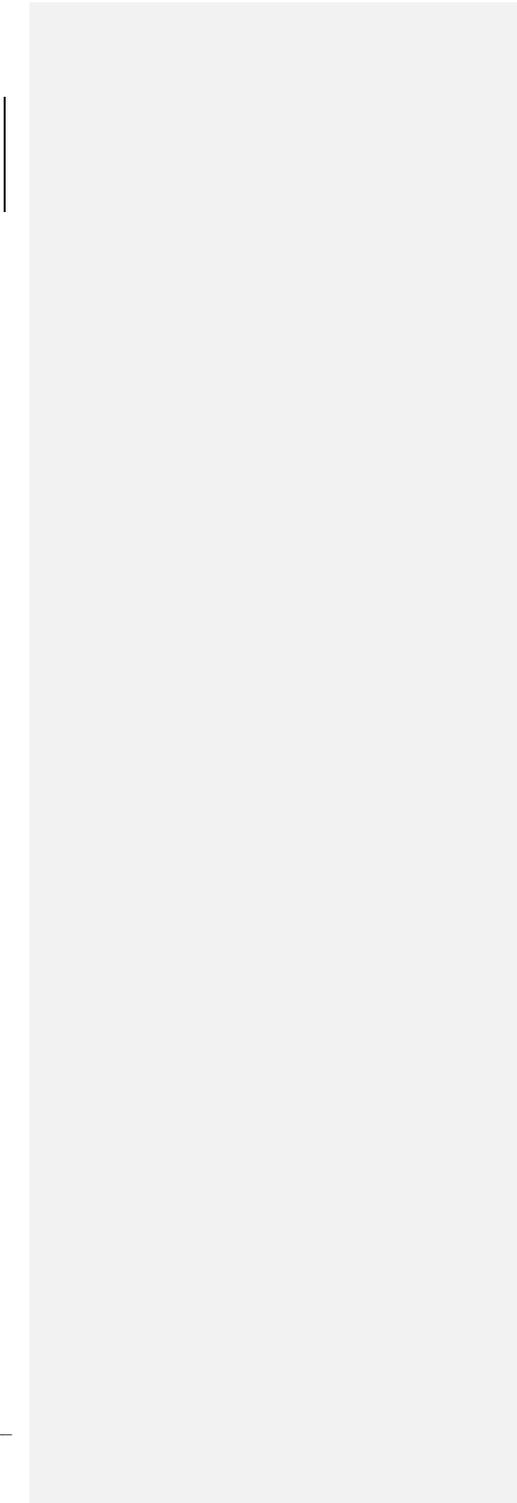
~~The standard pay cycle shall be bi-weekly. Payment will be made by direct deposit to the account identified from the employee. Funds will be available on the Friday following the preceding Friday's end of the pay cycle. The City is required by federal law to make certain deductions from employee wages, which include deductions for Social Security and Medicare taxes as well as federal, state, and any local withholding taxes. Additionally, all voluntary deductions authorized in writing will be made as directed by the employee. Voluntary deductions may include the employee's share of the insurance premium.~~

~~It is the City's policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA). If an employee feels an error has been incurred on their paycheck, it should immediately be communicated to the Human Resources Director, who will then promptly investigate the matter. Any discrepancies proved to be true will be rectified during the following pay period.~~

~~The following deductions shall be made from the employee's pay either because it is required by law or the employee authorizes such a deduction:~~

~~Federal Withholding Tax
Social Security
State Withholding Tax
Retirement
Cancer Insurance~~

~~Supplemental Health Insurance/Health Savings Account
Supplemental Dental & Vision Insurance
Supplemental and additional Life Insurance & AD&D
Supplemental Short Term or Long Term Disability
Supplemental Accident Insurance~~



~~3.7.1 3-8~~ Incomplete Pay Period

An employee who does not work ~~his/her/their~~ regular scheduled work week shall have a percentage of ~~his/her/their~~ regular pay deducted from ~~his/her/their~~ pay, unless such absence is authorized as leave as hereinafter provided for and is authorized by ~~his~~ ~~their~~ Department Head or the appropriate authority. Deductions from pay are permissible when an 'exempt' employee when one or more of the following conditions are present:

- ~~is~~ is absent from work for one or more full days for personal reasons other than sickness or disability;
- ~~for~~ for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- ~~to~~ to offset amounts employees receive as jury or witness fees, or for military pay;
- ~~or~~ or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions (see City Policy on penalties for workplace conduct rule infractions).

~~3.7.2 3-9~~ Overtime Pay (Updated 11-15-16)

Overtime (1.5 times the employee's hourly rate) shall be paid to those entitled regular, ~~non-~~ ~~exempt~~, full-time employees working in excess of the maximum set for their work period. All overtime pay must be pre-approved and documented. Working unauthorized overtime is grounds for disciplinary action, up to and including termination. If an employee is called to return to work to respond to an emergency, they shall be paid the overtime rate no matter how many regular hours they worked that week (benefits will be deducted as if the employee worked a regular shift). ~~An~~ ~~e~~Emergency shall include utility service disruptions, snow and ice removal and other situations that are similar in nature which occur outside of normal working hours.

~~Part-time, seasonal, and temporary employees working less than forty (40) hours per week, pool-Pool employees, and the following positions which are considered administrative, professional, and/or executive (subject to change with U.S. Department of Labor Laws) are not eligible for overtime pay. The Fair Labor Standards Act, which is the Federal labor law for the application of overtime, minimum wage and Equal Pay Act includes the definition for employees that may be exempted from overtime. Pursuant to the Fair Labor Standards Act (Section 13(a)(1), those classified as Administrative, Executive, Professional or Computer Professional will be exempt from overtime.~~

- ~~City Administrator~~
- ~~Assistant Administrator/Clerk-Treasurer/Budget & Human Resources Director~~
- ~~Deputy Clerk/Finance Director/Assistant Treasurer~~
- ~~Electric & Power Resource Director~~
- ~~Water/Wastewater Superintendent~~
- ~~Chief of Police~~
- ~~Assistant Chief of Police~~
- ~~Street/Transportation & Recycling Superintendent~~
- ~~Library Director~~
- ~~Public Facilities/Capital Improvements & GIS Director~~
- ~~Building/Zoning & Code Enforcement Director~~
- ~~Parks/Recreation/Cemetery/Golf Director~~
- ~~Golf Course Grounds Superintendent~~
- ~~Assistant Library Director~~
- ~~Civic Center Manager~~

Assistant Recreation Director
Golf Shop Manager

3.9(1) Salary Basis Policy

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than \$455 (*\$913) per week. Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department's regulations.

Salary Basis Requirement

To qualify for exemption, employees generally must be paid at not less than \$455 (*\$913) per week on a salary basis. These salary requirements do not apply to outside sales employees, teachers, and employees practicing law or medicine. Exempt computer employees may be paid at least \$455 (*\$913) on a salary basis or on an hourly basis at a rate not less than \$27.63 an hour. (Updated 11-15-16; effective December 1, 2016).

*Subject to change—U.S. Department of Labor Overtime Rule

Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the employer makes deductions from an employee's predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Circumstances in Which the City May Make Deductions from Pay

Also, an employer is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made.

City Policy

It is our policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit all city managers from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the City does not allow deductions that violate the FLSA.

What to Do If An Improper Deduction Occurs

If you believe that an improper deduction has been made to your salary, you should immediately report this information to your direct supervisor, or to the City Administrator.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

3.7.3 Payment of Wages in Advance or in Lieu of Vacation Leave

~~It is the policy of the~~The City of Seward will not provide any advances that no advance on future wages including accrued vacation leave ~~(see above) shall be made. The City will also not pay~~ Therefore, it is the policy of the City of Seward that an employee ~~not be paid~~ in lieu of vacation leave ~~the employee is encouraged to utilize, but that he actually take~~ the vacation leave they have which he has accrued.

3.7.4 Termination Pay

An employee who is dismissed ~~or who~~, voluntarily resigns, or dies as a current employee shall receive a final payroll payment on the next regularly scheduled payday or within two weeks of the last regularly scheduled payday, whichever date is earlier. The final paycheck will include the payment of any accrued, non-sick leave hours at the rate upon which the employee was terminated. If the employee is separated from the payroll less than one week prior to the next regularly scheduled payday, the final payroll payment for the employee will be made within two weeks of the next regularly scheduled payday. ~~(Updated 11-15-16)~~Sick leave payout will be governed by Section 4.2

3.8 Other Instances of Employee Compensation

Outside of regular hours and overtime, the following situations may necessitate compensation to an employee in the form of payment or leave accrued.

3.10-8.1 Compensatory Time (Updated 11-17-20)

~~The City's policy on compensatory time is that it may be accrued in an effort to ensure financial stewardship, the City will utilize compensatory time off in lieu of overtime pay, minimize overtime costs.~~All compensatory time accrued and used must be approved ~~in advance~~ by the Department Head for subordinates, City Administrator in the case of Department Head, or May in the case of City Administrator, or appropriate authority.

Overtime hours, if converted to compensatory time, shall be accrued at a rate equal to the adjustment for pay if the overtime hours were paid out (See Section 3.7.2 Overtime Pay calculation). ~~Overtime hours cannot be accrued as compensatory time in less than thirty (30) minute increments.~~ Compensatory time shall be capped at 60 hours.

On-call hours, where an hourly employee is on standby, ~~can~~not be accrued as compensatory time. Should an hourly employee be called in, call back time would be eligible for conversion to compensatory time, subject to a request submitted by the Department Head and approved by the City Administrator.

The Golf Shop Manager position is exempt from this regulation, due to the seasonal activities of the golf course. This position shall not accrue more than 480 hours compensatory time in any calendar year, which shall be used prior to April 1 of the following calendar year, unless the City Administrator authorizes an extension of this date.

The accrual of compensatory time by Police Officers, while attaining initial certification, may be exempt from this regulation with approval of the Chief of Police and City Administrator but cannot exceed 120 accrued hours. Accrued hours attained during this initial certification period shall be used down to 60 hours within 90 calendar days following training completion or will be paid out at the regular rate earned by the employee at the time the employee receives the payment.

Overtime earned when working for another department shall be paid out and charged to the department in which the work was performed. This time cannot be accrued as compensatory time.

The City shall have the option of buying back accrued compensatory time from employees on an annual basis at the City's discretion at the end of the fiscal year. An employee can request accrued compensatory time be paid out at any time during the year. If accrued compensatory time is bought back from the employee or paid out, the compensation shall be paid at the regular rate earned by the employee at the time the employee receives the payment. Upon termination of employment, an employee shall be paid for the unused compensatory time at the regular rate earned by the employee at the time the employee receives the payment.

An employee shall be permitted to use compensatory time within a reasonable period if the use does not unduly disrupt the operations of the Employer.

~~Salaried-Exempt~~ employees shall be allowed time off for attendance at official evening meetings or events, weekend meetings or events, and for extra time spent in order to complete special projects, with approval of the City Administrator or appropriate authority, and as long as such time off does not interfere with completion of their duties. Any compensatory accruals will not be paid out upon termination of employment.

3.8.211 On-Call Time/SCADA Monitoring Duty (Updated 11-15-16)

Employees in the Electric, Water, ~~Wastewater~~, ~~Street~~ and Public Properties Departments are subject to regular "On-Call" duty. Regular on-call duty consists of a seven-day period when the employee is responsible for any emergency or trouble call in the respective utility and any regular weekend or holiday duty. Department Heads and employees shall ensure on-call duty during holidays is handled by only one employee during a seven-day period. Compensation for remaining available for the regular seven-day period shall consist of two hours of ~~straight time-off paid leave~~, or four hours of ~~straight time-off paid leave~~ if it occurs during a holiday week, for the seven-day period. If an employee is on regular on-call duty, the two hours or four hours of ~~straight time paid leave~~ will be taken off during the same pay period. If, in the opinion of the Department Head, the workload is such that the employee cannot take the ~~paid leave straight time-off~~, the employee will be paid at the regular hourly rate for the two hours earned while "on-call" ~~such paid leave shall count towards overtime calculations or may be converted to compensatory time off.~~

Employees in the Electric and Water/Wastewater Departments, who are required to monitor SCADA systems, shall be compensated for such time in the same manner as 'on-call' duty.

All other employees are subject to on-call duty if they are provided written notification of a possible event/emergency by their Department Head. Once written notification has been given, they shall be compensated with at 1/4 an hour at their regular rate, or 1/2 an hour at their regular rate if it occurs during a holiday week, for each day during the week they are placed on the on-call duty. Such compensation shall count towards overtime calculations or may be

~~converted to compensatory time off.~~ Employees must always be reachable by telephone, cell phone or other method as agreed to by the City.

~~During on-call duty, an employee should abstain from consumption of alcohol. It shall be the responsibility of an employee to advise their supervisor if they have consumed alcohol or believes that they have a blood alcohol content of .04 or greater or have taken any other drug. With that information, the supervisor shall have the discretion of what duties that employee is to perform. If the employee has reported to the site, they may be required to submit to an alcohol or controlled substance test when the employer has reasonable suspicion to believe that they are in an intoxicated state. If a previously informed on-call employee reports in a state exceeding the legal limit, they will be subject to disciplinary action up to and including termination. They may also be subject to legal disciplinary action if they were in operation of a motor vehicle. employees are not to become intoxicated so as to exceed the legal limit as found in the driving under influence statutes, or impaired to the degree that they cannot work if called to duty, although total alcohol abstinence is not required. Employees must always be reachable by telephone, cell phone or other method as agreed to by the City. An employee may be required to submit to an alcohol or controlled substance test when the employer has reasonable suspicion to believe that this policy has been violated. In the event that additional employees are called in to work on an emergency, they will be paid for a minimum of two hours at a rate of one and one half times the regular hourly rate, double time on holiday's, regardless of the time actually worked. (Updated 12/2012)~~

3.8.3 Call-Back Time

~~For all employees called in to work, who are eligible to receive overtime pay, compensation shall consist of a rate not less than one- and one-half times the employees' hourly rate (double time on the City's observed holiday), for a minimum of two hours. (Updated 10/2016), regardless of the time actually worked. Compensatory time may be eligible for employees called-back, subject to Section 3.8.1.~~

~~In the case of a call back to which the employee was informed of the likelihood beforehand, an employee should abstain from consumption of alcohol. In the case of an emergency call-back in which the employee was not notified beforehand, it shall be the responsibility of an employee to advise their supervisor if they have consumed alcohol or believes that they have a blood alcohol content of .04 or greater or have taken any other drug. With that information, the supervisor shall have the discretion of what duties that employee is to perform. If the employee has reported to the site, they may be required to submit to an alcohol or controlled substance test when the employer has reasonable suspicion to believe that they are in an intoxicated state. If an employee reports in a state exceeding the legal limit, they will be subject to disciplinary action up to and including termination. They may also be subject to legal disciplinary action if they were in operation of a motor vehicle.~~

3.12 Termination Pay

3.9 Instances of Employee Reimbursement

~~An employee may be entitled to compensation due from the City in the subsequent instances if they are approved by a Department Head and/or City Administrator. Requests for reimbursement shall use the current form established by the Finance Department and should be submitted as soon as possible after the expense is incurred. **Reimbursement**~~

requests in excess of six (6) months may be denied at the discretion of the Department Head and/or City Administrator.

3.9.1 Uniform/Apparel Replacement 3-14 – EMPLOYEE UNIFORM ALLOWANCE POLICY (Electric, W/WWTW, Street, Public Properties Division) (Updated 11/01)

The following Uniform Allowance Policy is hereby adopted in accordance with City Ordinance and State Law:

~~Items Covered: Uniform shirts~~

~~_____ POLICY STATEMENT~~

~~All new employees within the Electric, Public Properties, Street, and Water/Wastewater Departments will be issued an allotment given their initial issue (7) of uniforms/apparel as determined by the Department Head. shirts. After their one year anniversary, the Department Head may use the allotment in the uniform budget to repair or replace items. Employees shall be required to wear these shirts during regular working hours, including reporting to work and leaving for home. Employees will be allowed to wear their shirts while stopping for supplies after work. No employees shall consume or have in their possession, while in uniform and/or on duty, any alcoholic beverages.~~

~~After initial issue, it will be the employee's obligation to properly maintain or replace uniforms/apparel as needed. Funds for maintenance and replacement of all uniforms/apparel will be allotted annually for each qualifying employee—as determined independently by each Department Head and established by the annual budget. Any requests for items exceeding the annual allotment shall be incurred at the cost of the employee. If maintenance or replacement of a uniform/apparel is requested, the item shall first be inspected by the Department Head to ensure it is needed. At the discretion of the Department Head, the replacement/maintenance item shall either be ordered by the City or the employee may order and submit a request to the Department Head for reimbursement. No reimbursement will be made to any employee unless the receipt and item is presented to the Department Head for confirmation of receipt. Any City-reimbursed items should be returned to the City promptly upon termination at the discretion of the Department Head and/or City Administrator. repaired or replaced from the various Department budgets. No item will be replaced until it has been inspected and approved by the Department Head.~~

~~Upon retirement or termination of employment, all uniform items shall be returned to the City of Seward.~~

~~Subject to the City's fiscal condition and the local economy, funds for uniforms will be allotted for each employee each year, after their initial year. This money is to be wisely invested and only necessary purchases shall be made from this budget.~~

~~SEWARD POLICE DEPARTMENT: The following Uniform Allowance Policy is hereby adopted in accordance with City Ordinance and State Law:~~

~~Items Covered: Officers—Uniform shirts, hats, pants, coats, safety gloves, ties, uniform blouses, skirts, or slacks; Community Service Officer—Uniform shirts, uniform blouses, coats, safety gloves, ties, skirts, slacks or approved skorts.~~

~~_____ POLICY STATEMENT~~

All new employees will be given their initial issue of uniforms. (Six shirts and 3 pairs of slacks, skirts or skorts). After their one year anniversary, the Chief of Police may use the allotment in the uniform budget to repair or replace items.

After initial issue, it will be the employees obligation to properly maintain or replace uniforms as needed. All uniforms will be repaired or replaced from the Police Department Uniform Budget. No item will be replaced until it has been inspected and approved by the Chief of Police.

Upon retirement or termination of employment, all uniform items shall be returned to the City of Seward.

Subject to the City's fiscal condition and the local economy, funds for uniforms will be allotted for each officer, each year after their initial year. This money is to be wisely invested and only necessary purchases shall be made from this budget.

3.9.2 Lodging, Meals, and Incidentals ~~3.13 Travel and Official Expense for Mileage and Meals (Combined with Section 5.2 – 11/01)~~

Subject to prior approval from their Department Head and/or the City Administrator (See Section 5.2), an employee may receive reimbursement for any lodging, meals & incidentals costs up to the current U.S. General Services Administration rates. Any expenditures in excess of the pre-approved rates, may be incurred at the employee's expense at the Department Head's discretion, unless the expenditure(s) were unavoidable given the situation. To be reimbursed for any expenses while on travel status, the employee must have receipts to accompany the claim and the reimbursement must be approved by the Department Head and/or City Administrator.

Meals ~~will~~ may be provided, or eligible for reimbursement, for employees who begin performing emergency service ~~work four (4) hours prior to the hours their normal work day begins~~; or for work that continues ~~four (4) hours past their normal work hoursday~~, as long as the expenditures adhere to the U.S. General Services Administration rates. y remain within the boundaries of the per diem established by State of Nebraska. (Updated 12/2012)

3.9.3 Mileage

Subject to prior approval from the Department Head and/or the City Administrator (See Section 5.2), an employee may be reimbursed for mileage incurred in their personal vehicle at the prevailing rate established by the Internal Revenue Service (IRS). This rate includes all travel and storage expenses (parking fees) of the vehicle. Odometer readings and/or documentation will be necessary for mileage reimbursement. To be reimbursed for any expenses while on travel status, the employee must have receipts to accompany the claim and the reimbursement must be approved by the Department Head and/or City Administrator.

3.9.4 Tuition

Subject to prior approval from Department Head and the City Administrator (See Section 5.2), an employee may be reimbursed up to 50% of all eligible costs—including tuition, books, and laboratory fees—for any courses deemed to enhance employee's skills and abilities in their current position. To be reimbursed for any expenses, the employee must provide proof of successful completion of the course and a billing statement. The reimbursement must be reviewed and approved by the Department Head and City Administrator.

3.9.5 Personal Cell Phone

Employees deemed to be subject to 'on-call' or 'call-back' requirements, may be eligible for quarterly reimbursement of cell phone expenditures subject to prior approval from their Department Head and City Administrator. The amount of monthly reimbursement shall be established by the City Administrator.

3.9.6 Permits and Licenses to Operate City vehicles and equipment

Subject to the requirements for the position and the necessary permits and licenses, employees may be eligible for full reimbursement of these costs. The permit/license as well as the reimbursement request shall be presented to the Department Head and/or City Administrator for review and approval. Depending on the cost and nature of the training(s), they may be subject to a signed agreement between the employee and the City. Such an agreement would stipulate terms for employee repayment for training(s) to the City should they leave City service prior to a given period of time.

3.9.7 Eyeglass Program

Subject to adherence to the program requirements, an employee may be eligible for reimbursement up to 50% of the purchase cost of protective eye wear.

3.9.8 Miscellaneous Supplies for Operations

In some instances, an employee may be instructed by a Department Head or the City Administrator to make purchases on behalf of the City for convenience purposes to necessitate service operation. Reimbursement requests will be submitted and approved by a Department Head and/or the City Administrator.

~~3.15 Pay in Lieu of Vacation Leave~~

~~The purpose of vacation leave is to provide the employee the opportunity for rest and relaxation, free from the rigors of his job.~~

~~3.16 Payment of Leave Upon Death of Employee~~

~~Upon the in-service death of a regular full-time employee who has completed his evaluation period, his estate shall be entitled to payment for such accumulated vacation leave as was available to the employee at the time of his death.~~

~~3.17 Wages in Advance~~

~~3.18 Re-Employment (Updated 11-15-16)~~

~~An employee who is separated from service with the City and did so in good standing, either due to a resignation or the elimination of a position, may be re-employed in either a regular or temporary position by complying with all requirements of a new employee. The employee shall once again serve an evaluation period regardless of the employee's status prior to the separation.~~

~~An employee who is re-employed shall be given credit for one-half of the years of service from a prior employment, given the re-employment date is within three (3) years of a previous employment ending date.~~

3.19 Emergency Situations Warranting Meals for Employees

~~Nonalcoholic beverages and meals; may be provided for employees while performing or immediately after performing relief, assistance, or support activities in emergency situations, including, but not limited to tornado, severe storm, fire or accident.~~

3.20 Emergency Closing Policy (WILL BE MOVED TO SECTION 4)

~~This policy establishes a procedure to determine pay allowances that will be given employees when the City closes a facility due to emergency conditions prior or subsequent to the commencement of a workday. It applies to all City activities and facilities.~~

~~The interpretation and administration of this policy shall be the responsibility of the Mayor and/or City Administrator. They shall have the responsibility for canceling work or closing a facility, or, if emergency conditions arise after a workday has begun, for closing a facility and permitting employees to leave work early.~~

~~When an emergency condition exists or arises (such as a power failure, severe weather, bomb threat, etc.) the Mayor and/or City Administrator shall make a determination as to whether or not a cancellation of work and facility closing is necessary.~~

~~The City Administrator shall coordinate and make arrangements with Department Heads to notify their employees of facility closings due to an emergency condition.~~

~~Employees will be required to provide their Department Head with a phone number and location where they can be contacted during regular non-work hours in the event an emergency condition should necessitate the cancellation of work or facility closing before the regular workday has begun.~~

~~When an emergency condition necessitates the closing of a facility after the regular workday has begun, employees will be required to provide their Department Head with a phone number and location where they can be contacted should the emergency condition end and work can be resumed.~~

~~When a facility is closed before the workday is scheduled to begin, both exempt and nonexempt regular full and part-time employees will be paid for the entire workday or, their regularly scheduled work hours.~~

~~When a facility closes after the regular workday has begun, all employees are considered to be on "leave with pay" status during the time the facility is shut down (except those on official leave). Employees who report to work but leave prior to the time the facility is officially closed, or who cannot be contacted to return to work should the facility reopen, will be paid only for actual hours worked. They will be required to either make up the time absent from work, or charge such time absent from work to accrued vacation or compensatory time leave. If a non-exempt employee does not have accrued vacation or compensatory time leave and is not able to make up that time during the same pay period, their work absence will be treated as non-paid leave.~~

~~Depending on the nature of the emergency, essential employees required to work during any closing of City facilities will be paid regular time for the hours they worked. In addition, they will be allowed to place their regular hours worked in their compensatory leave bank.~~

~~Essential employees are expected to take all reasonable steps to be able to respond to emergency events. If an essential employee fails to report to work, the Mayor, City Administrator and Department Head shall jointly determine the validity of the employee's reason for fail to report to work. Should they determine the reason to be invalid, the~~

7. Update on the Wellness Center - City Administrator Butcher
CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 6/21/22

- Monitoring a number of street projects Waverly Road (seeding and painting), design work on East Seward, East Hillcrest, Plum Creek Bridge on Hillcrest.
- Received grant reimbursement for Petsource/Rail Campus – EOP.
- Assisting City Attorney with a number of real estate items and related matters.
- Assisted with Civic Center items and issues.
- Reviewed a number of floodplain permits.
- Met with City Clerk to work on updates to Employee Handbook.
- Met with the Wellness Planning Committee on grant writing and status of two state grants. Submitted grant information to Kiewit Foundation.
- Worked on adjustments to City 457 Retirement Plan to allow for flexibility.
- Reviewed additional DTR items and worked with applicants on needed documents.
- Conduct site visit with Jonathan Jank for project in the rail campus.
- Worked on rail items related to BNSF crossing and County Fairgrounds.
- Worked with staff, insurance provider, and residents on numerous items related to the Hail Storm.
- Held City Department Head meeting with 4th of July Committee.
- Attended Boys State to speak.
- Held Personnel Finance and Audit Committee meeting to review handbook changes, auditor updates, and deduction authorization forms.
- Presented to Rotary on things happening in the City.
- Met with Chuck Chase (NDNR) via Zoom to discuss floodplain administration.
- Reviewed a number of TIF items with current TIF project holders.
- Met with Blue River Electric to review install of new Illuminate Seward lights on City Hall.
- Met with a citizen on a chicken permit item.
- Submitted more information on the Hazard Mitigation Grant for the pump house.

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

Police Department

- Civil Service Testing.
- Suicide Prevention Coalition.
- Active Shooter presentation.
- Annual patrol rifle qualification.
- 4th of July meeting with the City.
- Preparing for State Accreditation submission.

City Clerk/Human Resources/City Hall

- Testing on June 13 and interview on June 14 for Police Officer Vacancy.
- Present Sec 2-3 changes to Dept. Head on June 13 and distribute to Council on June 14 for agenda on the Employee Personnel Handbook.
- NIMS training.
- First draft was submitted to the Safety Committee for review of the Injury Prevention Plan.
- Current open positions for the Recycling Center Worker.

Water/Wastewater Department

- No report.

Parks and Rec/Cemetery/Golf/Pool

- Softball tournament Friday, Saturday, and Sunday.
- Getting fields ready for weekly games.

- Pouring pads for cornhole, and a pad for pickleball.
- Mowing and trimming.
- Irrigation maintenance.

Civic Center

- Meetings as usual.
- Regular cleaning, changing light bulbs, etc.

Electric Department

- Set two poles at 7th and Jackson.
- Pull old poles and backfill.
- Install transformer at 7th & Jackson.
- Work on Tenneco Project.

Street Department

- Work on Pinewood.
- Paint crosswalks and curbs.
- Spring sweeping.
- Mow right of way.
- Trim trees.

Library

- Scavenger Hunt around Seward through June.
- Wildlife Encounters program June 14.
- Material ordering.
- Office cleaning.

Building Inspection/Planning Department

- Board of Adjustment Meeting June 23. This pertains to a variance between Glawatz/Tipper.
- The borrow pit/detention basin Stormwater Construction Permit and SWPPP plan for NDEE was completed and submitted Friday, June 10.
- Working on numerous grass and weed complaints.
- Inspections and plan reviews.

Engineering

- No report.

Finance Dept.

- NIMS Training.
- Bond pay transfers.
- Meeting with Greg about financial statement review.
- Record TIF tax receipts & distributions.

**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 - City Attorney Hoffschneider

MOTION TO ADJOURN

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

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

Derek Bargmann, City Clerk

Date