



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

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**Tuesday, October 6,  
2020**

**7:00 PM**

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

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**NOTICE IS HEREBY GIVEN** that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, October 6, 2020, in the Seward Civic Center East & West Basement, 616 Bradford St, Seward, NE 68434, which meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

City financial claims and related invoices will be available for Council member review, audit and voluntary signatures at Council Chambers beginning 30 minutes prior to the scheduled meeting time.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

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

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

**ROLL CALL**

**MINUTES**

1. Draft Minutes of September 15, 2020 - City Clerk Otte

**CONSENT AGENDA**

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

**CONFIRMATION OF MAYOR APPOINTMENTS**

1. Appoint Kevin Sagehorn to the LB840 Sales Tax Application Review Board for Economic Development for the Remainder of a 3-Year Term (Replace Jessica Kolterman)

#### **PUBLIC HEARINGS**

1. Public Hearing - 7:00 PM - Presentation and Discussion of Functioning and Progress of the Seward Economic Development Plan - City Administrator Butcher
2. Public Hearing - 7:00 PM - Major Subdivision Agreement Amendment for Twin Oaks Development 7th Addition - Bldg/Zoning & Code Enf Director Dworak
3. Public Hearing - 7:00 PM - Ordinance Amending the Official Zoning Map of the City of Seward; Rezone Certain Property Within the Extra Territorial Jurisdiction of the City of Seward From AG Agricultural District, to R-2 Urban Residential Moderate-Density District (South of Bluff Road and East of Concordia University) - Bldg/Zoning & Code Enf Director Dworak
4. Public Hearing - 7:00 PM - Discussion on Text Amendment to the City of Seward Unified Land Development Ordinance; Article 40 Circulation System Design, 410-40.5, Tables - City Engineer Oneby

#### **ADMINISTRATIVE ITEMS**

1. Ordinance Amending the Municipal Code; Initiating an Electric Rate Adjustment Increasing Total System Revenues by 3.0%, Effective with the October 2020 Billing (Second Reading)- City Administrator Butcher
2. Ordinance Amending the Municipal Code; Initiating a Sewer Rate Adjustment Increasing Total System Revenues by 3.0%, Effective with the October 2020 Billing (Second Reading)- City Administrator Butcher
3. Ordinance Directing the Conveyance of Real Property, Legally Described as Lot 1, Block B, Replat of Blocks 2 and 3, Seward Rail Campus PUD Original Addition Final Plat and a Portion of the SE ¼ of the SE ¼ of Section 19-T11N-R3E, City of Seward, Seward County, Nebraska, to IHC Properties, Inc.- City Administrator Butcher
4. Resolution Authorizing Mayor Eickmeier to Sign the Annual Certification of Compliance to the Nebraska Board of Public Roads Classifications and Standards - City Administrator Butcher
5. Award Bids for City of Seward Electric and Water Advanced Metering Infrastructure (AMI) Metering Systems - City Administrator Butcher
  - A. Award Bid to Aclara for Electric AMI Metering System in the Amount \$838,505.24
  - B. Award Bid to Metering and Technology Solutions (Badger) for Water AMI Metering System in the Amount of \$629,555.00
6. Agreement with AMGL, CPA to Conduct the City's Annual Audit - City Administrator Butcher
7. Change Order #2 for the Waverly Road Improvement Project - City Engineer Oneby

#### **COUNCIL REQUEST**

#### **REPORTS**

1. City Administrator's Report - City Administrator Butcher

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

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

#### **STRATEGY SESSION**

1. Strategy Session with City Attorney to Provide Negotiation Guidance Concerning Real Estate Interests at the Commercial Rail Campus Development Area - City Atty Hoffschneider

**MOTION TO ADJOURN**

September 15, 2020

The Seward City Council met at 7:00 p.m. on Tuesday, September 15, 2020, with Mayor Joshua Eickmeier presiding and Assistant Administrator /Clerk-Treasurer /Budget & Human Resources Director Bonnie Otte recording the proceedings. Upon roll call, the following Councilmembers were present: Jonathon Wilken, Ellen Beck, Jessica Kolterman, Karl Miller, John Singleton, Chris Schmit, Alyssa Hendrix. Absent: Sid Kamprath. Other officials present: City Administrator Greg Butcher and City Attorney Kelly Hoffschneider.

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

THE PLEDGE OF ALLEGIANCE

Mayor Eickmeier announced that a copy of the Agenda for this meeting is posted in the room of the Civic Center and copies are available where a copy of the Open Meetings Act is also posted for public inspection. He also noted that any citizen wishing to address the Council should come to the podium, state their name and address and limit their comments to five minutes. All remarks should be directed to the Mayor/Chairperson, who will then determine who will make any appropriate response. The City of Seward reserves the right to adjust the order of items on this agenda if necessary and may elect to take action on any of the items listed.

1. APPROVAL OF MINUTES OF SEPTEMBER 1, 2020 COUNCIL MEETING

Councilmember Wilken moved, seconded by Councilmember Singleton, that the minutes of the September 1, 2020 City Council meeting be approved.

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

1-5. CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Reports
2. City Codes Director Report
3. Police Department Report
4. Seward County Chamber & Development Partnership Report
5. Infrastructure Cost Items Reimbursable Back to the City

CLAIMS LIST  
9-15-20  
COUNCIL MEETING

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

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AKRS Equipment	Su, Re, Gu	2,976.04
Amazon.Com Credit Service	Su, Bu	619.04
Arps	Ci	2,510.13
Baldinger Charlotte	Mi	31.05
Barcel Landscape Products	Su, Gu	2,214.50
Black Hills Energy	Ut	215.71
Border States Industries	Re	414.77
Brodart Inc	Su	109.19
Campbell Cleaning	Se	975.00
Capital Business-Cheyenne	Re	95.00
Carroll Construction Supp	Su, Bu	2,379.99
Caterpillar Financial	Eq	394.00
Center Point Large Print	Su	252.01
City Seward Electric Fund	Ut	46,089.13
City Seward Library Petty	Su	66.22
City Seward Payroll Accou	Payroll	145,190.63
City Seward Perpetual Fd	Cem Perpetual Fnd	600.00
Commonwealth Electric Co	Bu, Op	2,146.24
Constellation Newenergy	Ut	35.05
Continental Fire/Alarm/De	Bu	225.00
Cross & Sons Inc	Re	4.27
Culligan Of Crete	Su	11.00
Ehlers Electronics	Re	29.95
Electronic Contracting Co	Se	240.00
Emergency Medical Product	Su	775.83
Engineered Controls	Ma, Bu	1,728.67
Farmers Coop Seward	Gu, Su, Re, Ma	4,786.64
Fastenal Company	Su, Re, Gu	404.45
Firstar Fiber Inc	Se	92.62
Galls LLC	Un	234.30
Gehring Construction	Ci (Manual Check)	36,478.10
Gerhold Concrete Co Inc	Re, Ci	1,950.74
H & S Plumbing Heating	Re, Ma	212.98
H T M Sales Inc	Ma	3,989.93
Hamilton Equipment Company	Re, Su	466.68
Hawkins Inc	Su	784.61
Helmlink Printing/Grph Inc	Su	139.00
Hemmings Muscle Mach	Su	32.95
Herpolsheimer's Inc	Re	138.81
Hobson Automotive & Tire	Re	182.60
Home Depot Pro	Su	45.00
Hornung's Golf Products I	Su	397.25
Husker Electric Supply Co	Re, Inv	2,224.80
Huskers Illustrated	Su	64.95
Johnson Hardware Co LLC	Re	385.00
K & Z Distributing	Su	124.80
Konica Minolta Business	Ma	38.79
Last Mile Network Consult	Se	90.00
Lincoln Winwater Works	Ci	18,911.38
Matheson Tri-Gas Inc	Su	66.21
Menards North	Su	23.20
Mid-American Benefits Inc	Ins	670.88
Midwest Auto Parts	Re	150.86
Midwest Laboratories Inc	Se	747.01
Midwest Turf & Irrigation	Re	48.51
Miller Seed Co	Su, Gu	2,098.00
Municipal Supply Omaha	Ma, Su	427.23
Nebraska Equipment Inc	Ma, Re, Op	11.91
Nebraska Planning & Zoning	Dues	40.00
Nebraska Rural Water Asso	Dues	275.00
Niemann's Port-A-Pot LLC	Ma, Se	365.00
Northern Safety Co Inc	Su	158.28

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Odeys Inc	Su	276.00
One Call Concepts Inc	Se	136.07
O'Reilly Automotive Inc	Su	54.26
Orscheln Farm & Home	Re, Su, Gu, Ma	746.63
Outdoor Recreation	Ci	32,173.00
Overdrive Inc	Cr on Su	1,876.52
Pac 'N' Save Discount Food	Su, Gu, Ma, Bu, Tools	518.51
Quality Brands Of Lincoln	Su	993.90
Republic National	Su	1,036.08
Rose Equipment Inc	Ma	2,085.10
Sam's Club (Lib-Rec-Pool)	Su, Food	254.16
Seward County Independent	Ex	141.00
Seward Lumber & Home Cent	Su, Gu, Bu, Ci	1,269.74
Seward Volunteer Fire Dep	Transfer	7,132.42
Seward Wind LLC	Ut	30,026.40
Short Elliott Hendrickson	Se	4,550.00
Siteone Landscape Supply	Gu, Su, Re, Ma	404.35
Southern Glazer's Of Ne	Su	606.76
Sports Express	Su	105.00
State Distributing Co	Su	476.00
Stryker Sales Corp	Su	816.65
Ty's Outdoor Power & Serv	Re	18.35
U S A Bluebook - Cust 812	Ma, Bu	270.31
Verizon Wireless	Se	253.52
Visa - Pinnacle Bank		1,136.03
Harlequinn	Tax Removed	-2.44
Motion Picture Ecommerce	License	133.01
Samsclub.com	Su	217.94
Amazon.com	Su	19.99
Bluestem Network	Se	100.00
Amerlibassoc Ecommerce	Dues	337.00
Grey House Publishing	Su	265.50
Zoom.us	Se	16.03
Assoc for Rural	Dues	49.00
Windstream Nebraska Inc	Se	2,013.17
	CLAIMS TOTAL	<u>\$376,956.82</u>

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

Nay: None

Absent: Kamprath. Motion carried.

#### **ADMINISTRATIVE ITEMS**

Assistant Chief of Police Peters introduced the newest police officers to join the Seward Police Department; Officer Lacy Samek and Officer Russell Frazey.

#### **1. APPLICATION OF ELIZABETH SNYDER AS MANAGER OF VETERANS FW CLASS C LIQUOR LICENSE**

Councilmember Schmit moved, seconded by Councilmember Kolterman, that recommendation be made to the Nebraska Liquor Control Commission approving Elizabeth Snyder as manager of the Veterans FW Class C liquor License.

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

Nay: None

Absent: Kamprath. Motion carried.

#### **2. PRESENTATION OF SEWARD COUNTY-WIDE HOUSING STUDY**

Zane Francescato, SCCDP, presented the 2019 Seward County-Wide Housing Study. No formal action requested or taken.

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3. UPDATE ON PLEX HOMES TAX INCREMENT FINANCING (TIF) PROJECT LOCATED AT 8 LINCOLN STREET AND PLAN FOR PHASE 2

City Administrator Butcher stated the first phase of the TIF project at 8 Lincoln Street is completed and the redeveloper is ready to begin phase II. He commented that when the original application was made, there were to be four phases, with the remaining three phases to be similar to Phase I. He stated the Community Redevelopment Authority (CRA) needs to approve the second phase to be eligible for TIF; however, the application does not require additional hearings or approval from the City Council, because the project is almost a duplicate of the first phase. The City Council can elect to have the Phase II project presented and provide formal action.

Thomas Kayton provided a brief overview of the Plex Homes TIF project at 8 Lincoln Street. He stated that all of the units in Phase I are currently rented with the majority being college students. He said the external aesthetics of Phase II will be the same as the first building and will attach to the first building. The exterior dimensions will be slightly different as it will be designed with a majority of 2-bedroom/single bathroom style rather than a number of 4-bedroom units that were constructed as part of Phase I. He added there is more of a demand for the 2-bedroom style and feels he can easily fill another building with this unit style.

Councilmember Kolterman moved, seconded by Councilmember Miller, that Phase II of the Tax Increment Financing Redevelopment Project at 8 Lincoln Avenue be considered by the Community Redevelopment Authority with no further action by the City Council.

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

Nay: None

Absent: Kamprath. Motion carried.

4. APPROVE SPECIFICATIONS, PLANS, AND A COST ESTIMATE FOR THE OUTFALL RELOCATION PROJECT AND AUTHORIZE THE CITY TO ADVERTISE FOR BIDS

City Engineer Mike Oneby presented an overview of the proposed Wastewater Treatment Plant Outfall Relocation Project with an estimated cost of \$300,000. He stated this project will redirect the effluent to the Big Blue River, which will make the current treatment plant more efficient. He added that the bid climate is very unstable and he won't be surprised if the project comes in way over the estimated costs and could be closer to \$400,000 or more. He said it is a well-designed project.

City Administrator Butcher stated the Council will need to review the bids and there is the potential that the project will need to be rebid if the construction costs greatly exceed the estimates.

Councilmember Kolterman moved, seconded by Councilmember Schmit, that the specifications, plans, and cost estimates for the Wastewater Treatment Plant Outfall Relocation Project be approved and the City authorized to advertise for bids.

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

Nay: None

Absent: Kamprath. Motion carried.

5. ORDINANCE AMENDING THE COMPREHENSIVE PAY PLAN, PROVIDING FOR A 1.0% COST OF LIVING ADJUSTMENT FOR ALL PAY LINES

Ordinance No. 2020-18 amending the Comprehensive Pay Plan, providing for a 1.0% Cost of Living Adjustment for all pay lines was adopted.

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6. ORDINANCE AMENDING THE MUNICIPAL CODE; INITIATING AN ELECTRIC RATE ADJUSTMENT INCREASING TOTAL SYSTEM REVENUES BY 3.0%, EFFECTIVE WITH THE OCTOBER 2020 BILLING

Ordinance No. 2020-19 amending the Municipal Code, initiating an electric rate adjustment increasing total system revenues by 3.0%, was read on first reading only after the motion and second to dispense with the statutory rule requiring the reading of the ordinance by title on three different days failed.

The ordinance will be heard and considered for adoption at the October 6, 2020 City Council meeting.

7. ORDINANCE AMENDING THE MUNICIPAL CODE; INITIATING A SEWER RATE ADJUSTMENT INCREASING TOTAL SYSTEM REVENUES BY 3.0%, EFFECTIVE WITH THE OCTOBER 2020 BILLING

Ordinance No. 2020-20 amending the Municipal Code, initiating a sewer rate adjustment increasing total system revenues by 3.0%, was read on first reading only after the motion and second to dispense with the statutory rule requiring the reading of the ordinance by title on three different days failed.

The ordinance will be heard and considered for adoption at the October 6, 2020 City Council meeting.

8. RESOLUTION FOR 2020-2021 PROPERTY TAX REQUEST DIFFERENT FROM PROPERTY TAX REQUEST FOR PRIOR YEAR; REVOKING RESOLUTION NO. 2020-36 APPROVED ON SEPTEMBER 1, 2020

Councilmember Schmit introduced the following resolution:

**RESOLUTION SETTING THE PROPERTY TAX REQUEST**

RESOLUTION NO. 2020-37

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the Governing Body of the City of Seward passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of the City of Seward, resolves that:

1. The 2020-2021 property tax request be set at \$1,737,997.
2. The total assessed value of property differs from last year's total assessed value by 7%.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$.298059 per \$100 of assessed value.
4. The City of Seward proposes to adopt a property tax request that will cause its tax rate to be \$.318000 per \$100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of City of Seward will exceed last year's by -4%.
6. Resolutions 2020-36 and all previous resolutions in conflict with this resolution are hereby revoked.

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- 7. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2020.

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

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

Adopted this 15th day of September, 2020 at Seward, Nebraska.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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Joshua Eickmeier, Mayor

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

(SEAL)

9. ORDINANCE APPROVING A LEASE-PURCHASE AGREEMENT WITH CATTLE BANK & TRUST FOR THE FINANCING OF A 2020 CASE 621GXR LOADER AND AUTHORIZE THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO THE FINANCING AGREEMENT

Ordinance No. 2020-21 approving a lease-purchase agreement with Cattle Bank & Trust for the financing of a 2020 CASE 621GXR loader and authorizing the Mayor to execute all documents related to the financing agreement was adopted.

10. ORDINANCE AMENDING CHAPTER 355 OF THE MUNICIPAL CODE RELATING TO THE CONDITIONS FOR TOBACCO POSSESSION AND THE USE BY MINORS AND SALE TO MINORS

Ordinance No. 2020-22 amending the Municipal Code relating to conditions for tobacco possession and use by minors and sale to minors was adopted.

Councilmember Miller moved, seconded by Councilmember Schmit, 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 approving: **Ordinance No. 2020-18**, "AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO PROVIDE FOR A 1.0% COST OF LIVING ADJUSTMENT; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR A DATE SUCH CLASSIFICATION AND PAY RANGES OF COMPENSATION SHALL BECOME EFFECTIVE; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT; **Ordinance No. 2020-21**, "AN ORDINANCE AUTHORIZING A LEASE-PURCHASE AGREEMENT RELATING TO THE PURCHASE OF EQUIPMENT FOR USE BY THE CITY OF SEWARD, NEBRASKA; AUTHORIZING THE EXECUTION OF DOCUMENTS WITH RESPECT TO SAID LEASE-PURCHASE AGREEMENT AND PROVIDING FOR THE PUBLISHING OF THIS ORDINANCE"; and, **Ordinance No. 2020-22**, "AN ORDINANCE OF THE CITY OF SEWARD, NEBRASKA, AMENDING CHAPTER 355 OF THE SEWARD MUNICIPAL CODE RELATING TO CONDITIONS FOR TOBACCO POSSESSION AND USE BY MINORS AND SALE TO MINORS; REPEALING ALL CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE", be preserved and kept in a separate and distinct volume known as "Ordinance Record, City of Seward, Nebraska", and that said separate and distinct volume be incorporated in and made a part of these proceedings and the same as though it were spread at large herein.

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

September 15, 2020

Nay: None

Absent: Kamprath. Motion carried.

**REPORTS**

1. CITY ADMINISTRATOR'S REPORT

Councilmember Kolterman moved, seconded by Councilmember Singleton, that City Administrator Butcher's report of September 15, 2020 be accepted.

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

Nay: None

Absent: Kamprath. Motion carried.

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

ANNOUNCEMENT OF UPCOMING EVENTS

STRATEGY SESSION

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

At 8:09 p.m., Councilmember Schmit moved, seconded by Councilmember Kolterman, that the Council enter into closed session with the Mayor, City Administrator, Seward County Community Development Partnership CEO Jonathan Jank, and City Attorney, for the protection of the public interest and to discuss the Commercial Rail Campus Development Area real estate interests and to provide the City Attorney with negotiating guidance, for a period not to exceed 30 minutes.

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

Nay: None

Absent: Kamprath. Motion carried.

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

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

At 8:44 p.m., the closed session ended and the following Councilmembers reconvened to regular session: Wilken, Beck, Kolterman, Miller, Singleton, Schmit, Hendrix. Absent: Kamprath.

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

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Miller, that the September 15, 2020 City Council Meeting be adjourned.

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

Nay: None

Absent: Kamprath. Motion carried.

THE CITY OF SEWARD, NEBRASKA

September 15, 2020

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Joshua Eickmeier, Mayor

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

CLAIMS LIST  
10-6-20

COUNCIL MEETING

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

911 Custom	Un	1,648.00
A R S L	Trng	50.00
Adt Cybersecurity	Su	774.38
AKRS Equipment	Su, Re	1,298.34
All Road Barricades Inc	Su	293.18
Amazon.Com Credit Service	Su, Eq, Misc	4,748.95
Anderson Auto Group	Eq	30,756.00
Apex Industrial Solutions	Op	591.54
Arps	Su	460.25
Baker & Taylor	Su	4,138.31
Bizco Technologies	Se	6,413.54
Blackstrap Inc	Ma	3,187.80
Blue Cross Blue Shield Ne	Ins	49,823.30
Blue River Electric LLC	Se	2,216.27
Bluestem Network LLC	Se	100.00
Border States Industries	Re, Tools	4,756.74
Campbell Cleaning	Bu	125.00
Capital Business-Dallas	Ma	351.00
Carroll Construction Supp	Ma	110.00
Cash-Wa Distributing Co	Su	51.90
Center Point Large Print	Su	80.00
Central Pump & Motor LLC	Op, Ma	2,089.42
Chase Card Service		7,034.30
Amazon.com	Su, Eq	231.11
EZFlexSportsMats	Eq	254.00
AmazonMktp	Su, Eq	889.57
Amazon Prime	Dues	13.90
Interstate Industrial	Su	115.16
Walmart	Su, Eq	500.83
USPS	Su	5.90
The Fort	Un	-85.79
Samsclub.com	Su	567.16
Best Buy	Eq	171.59
Vermeer High Plains	Re	120.63
Total Tool Supply	Tools	153.48
Utica Parts & Services	Re	19.52
Online Covers Direct	Ma	209.40
EIG*Constant Contact	Se	20.00
Bluebeam	Se	798.00
Intl Code Council	Trng	102.25
Home Depot	Su	110.86
Menards	Tools	138.89
Talech	Se	134.00
Harbor Freight Tools	Tools, Su	180.20
Runza	Meals	170.86
OfficeSupply.com	Su	122.14
HyVee	Su	25.00
Lou & MaryAnnes Bar	Meals	157.50
Valentinos	Ex	172.34
Zoom.Us	Se	16.03

Uline*Ship Supplies	Eq	1,629.24	
Robert Brooke & Assoc	Re	90.53	
City Seward Buildings/Gr	Op		3,000.00
City Seward Electric Fund	Ut		42,522.56
City Seward General Fund	Franchise Fees, Engineer		417,700.40
City Seward Library Petty	Su		240.56
City Seward Merchant Serv	Se		2,930.65
City Seward Payroll Accou	Payroll		148,660.15
Cornerstone Interiors & D	Bu		3,868.70
Demco Inc	Su		1,867.77
Dutton-Lainson Co	Re, Ci		7,729.84
Eakes Office Solutions	Su		123.31
Ecolab	Bu, Su		283.60
Emergency Medical Product	Su		1,335.18
Faller Landscape	Gu		2,740.59
Fastenal Company	Su		890.48
Galls LLC	Un, Eq		248.80
Gehring Construction	Ci		111,656.89
General Excavating	Ci		123,584.30
Gerhold Concrete Co Inc	Ci, Re		3,846.45
Great Plains Communication	Se		586.00
H & S Plumbing Heating &	Bu		3,549.77
Hamilton Equipment Company	Re		1,119.39
Hawkins Inc	Su		342.42
Helmlink Printing/Grph Inc	Su		192.00
Heyen's Service & Custom	Re		36.95
Hireright LLC	Se		172.01
Holland Construction	Bu		705.00
Husker Electric Supply Co	Re, Tools, Inv		3,867.10
Hydraulic Equipment Servi	Ma		4,844.19
IOT Integrators LLC	Se		585.75
J E O Consulting Group Inc	Se		2,561.25
Jackson Services Inc	Su		140.32
Johnson Bros Of Nebraska	Su		900.00
K & Z Distributing	Su		148.60
Last Mile Network Consult	Se		75.30
Lee's Refrigeration	Re		390.46
Leon Uniform Co	Un		235.07
Lincoln Winwater Works	Ci, Re		12,308.35
Mailand's Clothing	Un		115.00
Matheson Tri-Gas Inc	Su		209.45
Memorial Health-Drug	Se		136.00
Menards North	Bu, Su		647.24
Metering & Technology Sol	Inv		7,826.04
Meyer Automotive	Re		644.12
Mid-American Benefits Inc	Ins		2,976.06
Midwest Auto Parts	ER		77.97
Midwest Automotive	Re, Ma		2,680.20
Midwest Turf & Irrigation	Re		38.43
Miller Seed Co	Gu		680.00
Municipal Supply Omaha	Inv, Ci, Re		9,042.60
Murphy Tractor & Equip	Re		34,274.17
N S A/P O A N Conference	Trng		165.00
Nebraska D A S Acct OCIO	Sse		231.00
Nebraska Equipment Inc	Re, Ma		1,678.60
Nebraska Golf Association	Trng		22.00
Nebraska Health Environme	Se		361.00
Nebraska Liquor Control	Ex		45.00
Nebraska Nursery & Landsc	Trng		45.00
Nebraska Pub Pow-Desmoine	Ut		591,694.93

Nebraska Revenue	Misc	25.00
Nebraska Rural Water Asso	Trng	75.00
Nebraska Treasurer	Fees	54.90
Nifco Mechanical Systems	Se	200.00
Odvodny Marlene	Refnd	72.00
Olsson	Se	15,253.98
Omaha World Herald	Ex	977.82
One Source Background Check	Se	57.00
O'Reilly Automotive Inc	Re, Ma	248.40
Orscheln Farm & Home	Su, Re, Bu	1,008.05
Outback Fence Co LLC	Ci	10,532.50
Pac 'N' Save Discount Food	Meals	2,196.00
Pacific Coast Laboratories	Eq	476.06
Page My Cell	Se	500.00
Pitney Bowes Inc	Su	113.04
Principal Financial Group	Su	1,957.08
Quality Brands Of Lincoln	Su	483.85
Quill Corp	Su	205.88
R & J Service	Re	270.00
Rathjen Shad	Un	266.39
Regulatory Software Serv	Su	948.00
Sack Lumber Company	Bu	198.47
Sam's Club (Lib-Rec-Pool)	Su	312.74
Schemmer Architects Engin	Ci, Se	24,681.66
Seward County Chamber & D	Ex	1,100.00
Seward County Clerk/Reg D	Su, Se	138.00
Seward County Independent	Ex	432.00
Seward County Treasurer	Se	37,385.00
Seward Family Pharmacy	Su	570.00
Seward Public Schools	Fines	135.85
Short Elliott Hendrickson	Se, Ci	8,942.63
Slack Cristopher	Incentive	900.00
Sleuth Systems	Se	324.00
Smith Michael	Ex	331.00
Spickelmier & Son Inc	Se	4,425.00
Sports Express	Un, Su	2,031.85
State Distributing Co	Su	120.00
Stryker Sales Corp	Re, Eq	17,280.56
The Nation	Su	10.00
Time Warner Cable	Se	735.53
Titan Machinery	Su	168.95
U S Cellular	Se	258.70
Verizon Wireless	Se	393.79
Visa - Pinnacle Bank		1,393.49
Walmart	Su, Bu, Eq	368.71
Harlequinn	Su	75.05
GoDaddy.com	Se	105.85
Bluestem Network	Se	100.00
Zoom.Us	Se	16.03
Amazon.com	Su, Eq, Misc	206.68
Amazon Mktp	Su	499.17
Amazon Magazine	Su	22.00
Wesco Distribution Inc	Ma, Op	9,678.15
York County Emergency M	Su	6.40
Zimco Supply Co	Su, Re	3,735.11
	CLAIMS TOTAL	<u>\$1,832,288.02</u>

TREASURER'S REPORT		MONTH OF: AUGUST 2020					
VARIANCE AT: 91.67%							
	REVENUE	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE	
DEPARTMENT	BUDGET	REVENUE	VARIANCE	BALANCE	REVENUE	B/W BUDGET YEARS	
ELECTRIC	9,950,500	8,809,131	89%	1,141,369	8,869,940	(60,808)	
ELEC BOND PYMT							
WATER	1,897,050	1,827,995	96%	69,055	1,698,162	129,833	
WATER BOND PYMTS							
WATER SINKING FUND	20,000	20,000	100%	- 0 -	20,000	- 0 -	
WASTEWATER TREATMENT	1,535,750	1,470,495	96%	65,255	1,423,197	47,298	
WWTW BOND PYMT							
WWTW SINKING FUND	15,000	15,000	100%	- 0 -	15,000	- 0 -	
<b>TOTAL BUSINESS-TYPE FUNDS</b>	<b>13,418,300</b>	<b>12,142,622</b>	<b>90%</b>	<b>1,275,678</b>	<b>12,026,299</b>	<b>116,323</b>	
GENERAL (LESS DONATIONS)							
DONATIONS							
LEGAL							
POLICE	7,350	8,914	121%	(1,564)	4,296	4,618	
E911							
POLICE EQUITABLE SHARING	100,000	- 0 -	0%	100,000	- 0 -	- 0 -	
STREET	5,564,147	5,836,691	105%	(272,544)	978,316	4,858,375	
STREET STP	144,386	144,385	100%	1	575,365	(430,980)	
DEBT SERVICE	570,412	578,155	101%	(7,743)	136,984	441,172	
RAIL CAMPUS	1,000	6,000	0%	(5,000)	501,136	(495,136)	
CDBG ECON. DEV. LOAN FUND	300	583	194%	(283)	1,035	(452)	
CDBG AFFORD HOUSING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG RURAL ENTERPRISE ASST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG RAIL SITE	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG DOWNTOWN REVITAL GRANT	308,000	194,979	63%	113,021	41,124	153,855	
BLDGS & GRDS (CITY HALL)	36,000	33,000	92%	3,000	33,000	- 0 -	
CIVIC CENTER	276,252	123,256	45%	152,996	104,302	18,953	
LIBRARY	74,050	29,844	40%	44,206	25,484	4,360	
LIBRARY MAINTENANCE FUND	50	44	0%	6	141	(96)	
PUBLIC PROPERTIES	17,050	85,080	499%	(68,030)	61,090	23,990	
CEMETERY	40,000	48,550	121%	(8,550)	49,753	(1,203)	
GOLF COURSE	246,600	294,131	119%	(47,531)	231,962	62,169	
NEW PARK DEVELOPMENT	350	268	76%	82	7,108	(6,841)	
NEW CEMETERY DEVELOPMENT	500	798	160%	(298)	1,072	(274)	
GUTHMAN TRUST - REGULAR	260	333	128%	(73)	269	64	
GUTHMAN TRUST - PAVING	100	84	84%	16	113	(29)	
PERPETUAL CARE - PRINCIPAL	6,000	8,250	138%	(2,250)	6,875	1,375	
PERPETUAL CARE - INTEREST	500	908	182%	(408)	1,170	(262)	
BLDGS & GRDS (OTHER)	150	- 0 -	0%	150	- 0 -	- 0 -	
BUILDING INSPECTION	92,200	130,512	142%	(38,312)	156,616	(26,105)	
FIRE (LESS DONATIONS)	50,075	- 0 -	0%	50,075	643	(643)	
FIRE DONATIONS	100,000	- 0 -	0%	100,000	- 0 -	- 0 -	
FIRE EQUIPMENT SINKING FUND	62,200	64,434	104%	(2,234)	17,346	47,088	
TREE BOARD	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PLANNING COMMISSION	5,100	3,919	77%	1,181	44,582	(40,663)	
ENGINEER	131,639	38,648	29%	- 0 -	- 0 -	38,648	
DOWDING POOL (LESS DONATIONS)	85,050	37,148	44%	47,902	80,775	(43,627)	
POOL DONATIONS	130,000	- 0 -	0%	130,000	- 0 -	- 0 -	
CONCESSION STAND	800	- 0 -	0%	800	- 0 -	- 0 -	
SWIMMING LESSONS	18,000	1,700	9%	16,300	15,906	(14,206)	
RECREATION	39,100	14,497	37%	24,603	32,284	(17,787)	
SPORTS COMPLEX LIGHTS	300	210	70%	90	435	(225)	
SENIOR CENTER	68,500	71,721	105%	(3,221)	57,301	14,420	
SENIOR SHUTTLE	3,088	1,909	62%	1,179	2,717	(808)	
RECYCLING	5,000	506	10%	4,494	397	109	
ECONOMIC DEVELOPMENT	257,902	233,188	90%	24,714	246,517	(13,329)	
TAX INCREMENT FINANCING	357,355	461,978	129%	(104,623)	188,425	273,553	
GENERAL REVENUES	4,166,635	3,623,332	87%	543,303	3,208,623	414,709	
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>12,966,401</b>	<b>12,077,955</b>	<b>93%</b>	<b>795,455</b>	<b>6,813,163</b>	<b>5,264,792</b>	

(UNAUDITED)

TREASURER'S REPORT		MONTH OF: AUGUST 2020					
VARIANCE AT: 91.67%							
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE	
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS	
ELECTRIC	11,219,036	9,552,144	85%	1,666,892	10,330,254	(778,109)	
ELEC BOND PYMT	495,934	495,934	100%	0	493,355	2,579	
WATER	2,060,915	1,494,503	73%	566,413	1,129,958	364,544	
WATER BOND PYMTS	400,220	381,269	95%	18,951	396,000	(14,730)	
WATER SINKING FUND	30,000	27,635	92%	2,366	- 0 -	27,635	
WASTEWATER TREATMENT	1,473,694	1,007,922	68%	465,772	999,526	8,396	
WWTW BOND PYMT	314,703	44,963	14%	269,740	46,925	(1,962)	
WWTW SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
<b>TOTAL BUSINESS-TYPE FUNDS</b>	<b>15,994,502</b>	<b>13,004,370</b>	<b>81%</b>	<b>2,990,132</b>	<b>13,396,018</b>	<b>(391,648)</b>	
GENERAL (LESS DONATIONS)	731,414	718,355	98%	13,059	146,211	572,144	
DONATIONS	100,000	12,235	12%	87,765	8,722	3,513	
LEGAL	69,299	62,328	90%	6,971	56,030	6,298	
POLICE	1,345,565	1,128,308	84%	217,257	1,113,914	14,394	
E911	224,310	186,925	83%	37,385	214,191	(27,266)	
POLICE EQUITABLE SHARING	100,000	- 0 -	0%	100,000	3,102	(3,102)	
STREET	6,321,628	4,407,724	70%	1,913,904	1,650,888	2,756,837	
STP FUNDS	138,835	138,834	100%	1	135,865	2,969	
DEBT SERVICE	567,912	500,048	88%	67,864	509,572	(9,524)	
RAIL CAMPUS	40,000	61,497	154%	(21,497)	96,912	(35,415)	
CDBG ECON. DEV. LOAN FUND	2,000	146,827	7341%	(144,827)	817	146,009	
CDBG AFFORD HOUSING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG RURAL ENTERPRISE ASST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG RAIL SITE	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG-DOWNTOWN REVITAL GRANT	308,000	194,979	63%	113,021	24,595	170,383	
BLDGS & GRDS (CITY HALL)	40,478	23,966	59%	16,512	25,215	(1,249)	
CIVIC CENTER	276,252	130,276	47%	145,976	115,607	14,669	
LIBRARY	575,352	432,065	75%	143,287	437,724	(5,660)	
LIBRARY MAINTENANCE FUND	20,000	19,714	99%	286	- 0 -	19,714	
PUBLIC PROPERTIES	467,254	372,541	80%	94,713	351,898	20,643	
CEMETERY	200,279	157,894	79%	42,385	150,896	6,998	
GOLF COURSE	531,758	466,859	88%	64,899	338,164	128,695	
NEW PARK DEVELOPMENT	205,000	117,439	57%	87,561	95,659	21,780	
NEW CEMETERY DEVELOPMENT	1,000	- 0 -	0%	1,000	- 0 -	- 0 -	
GUTHMAN TRUST - REGULAR	145	145	100%	- 0 -	145	- 0 -	
GUTHMAN TRUST - PAVING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PERPETUAL CARE - PRINCIPAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PERPETUAL CARE - INTEREST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
BLDGS & GRDS (OTHER)	12,575	2,991	24%	9,584	9,598	(6,608)	
BUILDING INSPECTION	107,622	70,788	66%	36,834	75,596	(4,808)	
FIRE (LESS DONATIONS)	266,259	81,844	31%	184,415	101,345	(19,502)	
FIRE DONATIONS	100,000	- 0 -	0%	100,000	- 0 -	- 0 -	
FIRE EQUIPMENT SINKING FUND	- 0 -	- 0 -	0%	- 0 -	600	(600)	
TREE BOARD	2,550	30	1%	2,520	542	(512)	
PLANNING COMMISSION	39,322	71,596	182%	(32,274)	117,583	(45,987)	
ENGINEER	174,530	117,955	68%	- 0 -	- 0 -	117,955	
DOWDING POOL (LESS DONATIONS)	370,304	216,247	58%	154,057	237,706	(21,459)	
POOL DONATIONS	130,000	- 0 -	0%	130,000	- 0 -	- 0 -	
CONCESSION STAND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SWIMMING LESSONS	13,750	2,215	16%	11,535	8,969	(6,754)	
RECREATION	249,353	199,009	80%	50,344	204,600	(5,590)	
SPORTS COMPLEX LIGHTS	30,000	30,000	100%	- 0 -	- 0 -	30,000	
SENIOR CENTER	155,426	127,909	82%	27,517	110,923	16,986	
SENIOR SHUTTLE	3,088	2,105	68%	983	1,509	597	
RECYCLING	39,814	30,840	77%	8,974	17,478	13,362	
ECONOMIC DEVELOPMENT	200,150	122,116	61%	78,034	335,925	(213,808)	
TAX INCREMENT FINANCING	336,038	297,367	88%	38,671	273,913	23,454	
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>14,497,262</b>	<b>10,651,970.58</b>	<b>73%</b>	<b>3,788,716</b>	<b>6,972,411</b>	<b>3,679,560</b>	

(UNAUDITED)

# Pledges By Pledgee And Maturity

BBA

**Pledged To: CITY TREASURER**

**Jones Bank - Seward, NE**

**As Of 8/31/2020**

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
								Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	803765BN5	AFS	SARPY SAN 208-REF NE 23 08/15/23 10/15/21 @ 100.00		2.15		115,000.00 100.00%	115,000.00	115,000.00	115,000.00	117,342.55
COMM: COMMERCE BANK	406036HY2	AFS	HALL CO SCH DIST NE 27 12/15/27 12/23/21 @ 100.00		3.00		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	259,025.00
COMM: COMMERCE BANK	818483EP0	AFS	SEWARD-REF-ELEC REV NE 22 02/15/22		2.20		105,000.00 100.00%	105,000.00	105,000.00	105,000.00	105,118.65
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	250,000.00	262,210.00
COMM: COMMERCE BANK	25931PAU9	AFS	DOUGLAS SD #15-BLDG NE 22 12/15/22		1.75		210,000.00 100.00%	210,000.00	210,000.00	210,000.00	211,579.20
COMM: COMMERCE BANK	45289MGF9	AFS	IMPERIAL-REF NE 22 12/15/22		1.45		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	191,392.70
COMM: COMMERCE BANK	079212T63	AFS	BELLEVUE-TAX ANTIC NE 24 06/01/24		2.35		100,000.00 100.00%	100,000.00	100,000.00	100,000.00	100,133.00
COMM: COMMERCE BANK	810183AZ6	AFS	SCOTTS BLUFF SD #32 NE 24 06/15/24		2.50		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	250,365.00
COMM: COMMERCE BANK	919558KE5	AFS	VLY CO-REF NE 24 12/15/24		2.65		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	200,300.00
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	300,000.00	300,999.00
COMM: COMMERCE BANK	412606CP8	AFS	HARLAN CNTY-REF NE 26 06/01/26		1.75		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	201,576.00
COMM: COMMERCE BANK	943776JA3	AFS	WAVERLY-REF NE 26 06/15/26		2.25		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	201,544.00
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	200,000.00	201,954.00

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# Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 8/31/2020

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Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	123825FJ5	AFS	BUTLER PWR DT-A-REF NE 27 06/15/27	2.50		195,000.00 100.00%	195,000.00	195,000.00	196,655.55
COMM: COMMERCE BANK	3128MIMQA4	AFS	FHLMC 15YR 11/01/27	G18448 2.00		2,000,000.00 100.00%	551,486.06	544,799.41	575,756.19
COMM: COMMERCE BANK	557354DY0	AFS	MADISON CO SD #5-REF NE 27 12/15/27	2.25		245,000.00 100.00%	245,000.00	245,000.00	247,327.50
COMM: COMMERCE BANK	68905WEF5	AFS	OTOE CO SD #501-BLDG NE 27 12/15/27	2.00	A1	250,000.00 100.00%	250,000.00	250,000.00	252,730.00
COMM: COMMERCE BANK	661615SQ8	AFS	N PLATTE-REF NE 28 06/01/28	2.60		200,000.00 100.00%	200,000.00	200,000.00	201,962.00
COMM: COMMERCE BANK	840372RA6	AFS	S SIOUX CITY UTIL-A NE 28 06/01/28	2.50		250,000.00 100.00%	250,000.00	250,000.00	252,227.50
COMM: COMMERCE BANK	25933AFG6	AFS	DOUGLAS SID #492-REF NE 28 08/15/28	3.20		175,000.00 100.00%	175,000.00	175,000.00	180,979.75
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	159,963.10
COMM: COMMERCE BANK	361091BE0	AFS	FURNAS CO SD #18 NE 29 12/15/29	3.15	A2	250,000.00 100.00%	250,000.00	250,000.00	256,045.00
COMM: COMMERCE BANK	486841DW6	AFS	KEARNEY CO SD #503 NE 29 12/15/29	3.00	A+	250,000.00 100.00%	250,000.00	250,543.85	257,557.50
COMM: COMMERCE BANK	123825GB1	AFS	BUTLER PWR DIST-B NE 30 08/15/30	2.90		200,000.00 100.00%	200,000.00	200,344.73	201,790.00
COMM: COMMERCE BANK	486890X92	AFS	KEARNEY NE 30 10/15/30	2.60	A+	150,000.00 100.00%	150,000.00	150,000.00	153,487.50
COMM: COMMERCE BANK	0792124W3	AFS	BELLEVUE-REF NE 30 12/15/30	3.10		250,000.00 100.00%	250,000.00	250,000.00	260,635.00

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# Pledges By Pledgee And Maturity



**Pledged To: CITY TREASURER**

Jones Bank - Seward, NE

As Of 8/31/2020

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Receipt#	CUSIP	ASC 320	Description	Maturity	Prerefund	Pool/Type	Moody	S&P	Original Face	Pledged	Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	751265RA9	AFS	RALSTON-VEHICLE NE 32	06/01/32		3.70			300,000.00	100.00%	300,000.00	300,000.00	300,000.00	300,360.00
COMM: COMMERCE BANK	661615UB8	AFS	N PLATTE-REF NE 32	12/15/32		3.00	A-		200,000.00	100.00%	200,000.00	201,176.54	201,176.54	210,112.00
COMM: COMMERCE BANK	79517YAR6	AFS	SALINE CO EDL-A-REF NE 33	02/15/33		3.30	A		350,000.00	100.00%	350,000.00	334,319.65	334,319.65	349,541.50
COMM: COMMERCE BANK	69864HR9	AFS	PAPILLION MUNI FACS NE 33	12/15/33		3.00	Aa1		175,000.00	100.00%	175,000.00	178,236.96	178,236.96	184,793.00
COMM: COMMERCE BANK	80449PEB7	AFS	SAUNDERS SD #9-REF NE 33	12/15/33		3.35			400,000.00	100.00%	400,000.00	395,154.84	395,154.84	400,352.00
COMM: COMMERCE BANK	81846BN9	AFS	SEWARD-REF NE 33	12/15/33		2.35	AA		400,000.00	100.00%	400,000.00	400,000.00	400,000.00	411,812.00
COMM: COMMERCE BANK	943776KA1	AFS	WAVERLY NE 34	06/01/34		2.95			335,000.00	100.00%	335,000.00	335,000.00	335,000.00	348,296.15
COMM: COMMERCE BANK	25928KCK5	AFS	DOUGLAS SAN #466-REF NE 34	09/15/34		3.20			175,000.00	100.00%	175,000.00	175,000.00	175,000.00	176,482.25
COMM: COMMERCE BANK	25930PDA1	AFS	DOUGLAS SID #477-REF NE 34	09/15/34		4.00			150,000.00	100.00%	150,000.00	150,000.00	150,000.00	154,471.50
COMM: COMMERCE BANK	31418BY59	AFS	FNMA 20YR	02/01/36		MA2531			1,125,000.00	100.00%	1,125,000.00	474,048.01	494,974.69	512,746.58
COMM: COMMERCE BANK	122861JN8	AFS	BURT CO PUB PWR-A-REF NE 31	07/01/36		3.50			350,000.00	100.00%	350,000.00	350,000.00	350,000.00	353,584.00
COMM: COMMERCE BANK	25936FAU6	AFS	DOUGLAS SANTN #513 NE 36	08/15/36		3.65			225,000.00	100.00%	225,000.00	225,000.00	225,000.00	226,608.75
COMM: COMMERCE BANK	80378EDN2	AFS	SARPY SID #263-REF NE 36	09/15/36		3.80			260,000.00	100.00%	260,000.00	260,000.00	260,000.00	270,015.20

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

8/31/2020 8:21 AM - BLA / JNBT

# Pledges By Pledgee And Maturity

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

BBA

As Of 8/31/2020

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Receipt# Safeguarding 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	306584AT0	AFS	FALLS CO UTL REV-REF NE 36 12/15/36	3.25		180,000.00 100.00%	180,000.00	180,000.00	177,846.18	180,936.00
COMM: COMMERCE BANK	31418CGF5	AFS	FNMA 20YR 02/01/37	MA2897 3.00		1,000,000.00 100.00%	626,714.22	635,821.64	635,821.64	664,476.33
COMM: COMMERCE BANK	80379KCR9	AFS	SARPY CO SID #272 NE 37 12/15/37	4.25		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	205,728.00
COMM: COMMERCE BANK	25932EDK2	AFS	DOUGLAS CO SID #438 NE 38 08/15/38	4.20		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	266,362.50
COMM: COMMERCE BANK	25930LDG7	AFS	DOUGLAS CO NE SID#530 NE 40 09/15/40	3.00		150,000.00 100.00%	150,000.00	150,000.00	150,000.00	153,238.50
COMM: COMMERCE BANK	25933EEG9	AFS	DOUGLAS CO SAN & IMPT NE 4C 11/15/40	3.15		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	193,511.20
COMM: COMMERCE BANK	164543BF6	AFS	CHERRY CO NE 40 12/15/40	3.00	Aa3	200,000.00 100.00%	200,000.00	200,000.00	207,083.22	211,090.00
COMM: COMMERCE BANK	3136A3E64	AFS	FNR 2012-9 YC 11/25/41	2.00		2,250,000.00 100.00%	610,423.00	595,587.80	595,587.80	626,832.82
COMM: COMMERCE BANK	3137BMSR8	AFS	FHR 4548 GB 07/15/42	3.00		1,100,000.00 100.00%	349,422.58	355,445.61	355,445.61	356,993.59
COMM: COMMERCE BANK	3136ARSY5	AFS	FNR 2016-8 EH 08/25/42	4.00		1,000,000.00 100.00%	318,606.42	328,531.58	328,531.58	329,893.43
COMM: COMMERCE BANK	3137B75U9	AFS	FHR 4292 PA 03/15/43	3.00		1,550,000.00 100.00%	532,570.56	543,377.16	543,377.16	564,876.02

**50 Securities Pledged To: 1010 - CITY TREASURER**

**19,655,000.00 13,093,270.85 13,118,243.86 13,453,769.01**

CASH IN BANK \$11,579,914.02

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.  
8/31/2020 8:21 AM - BLA / JNET

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

Pledged Securities Detail  
August 31, 2020

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values		Pledged Face % of Total	Carrying Value Interest Rec	Market Value Collateral Value
									Par Value Book Value	Carrying Value Interest Rec			
PLEDGEE: CITY OF SEWARD (02)													
CMO	3137AREZ5		1.750		177007034-1		6/15/2027	3,800,000.00	599,646.73	599,646.73	3,800,000.00	616,534.19	616,534.19
FHR	FHR 4066 MH						6/1/2012	599,646.73	610,619.67	610,619.67	100.00%	874.48	617,408.67
D02/02													
CMO	3137AUF53		1.500		185156912-1		10/15/2041	1,000,000.00	243,020.76	243,020.76	1,000,000.00	246,749.66	246,749.66
FHR	FHR 4107 HE						9/1/2012	243,020.76	235,341.36	235,341.36	100.00%	303.78	247,053.44
D02/02													
CMO	3137AWU78		1.250		185157011-1		12/15/2027	1,500,000.00	197,134.28	197,134.28	1,500,000.00	194,640.63	194,640.63
FHR	FHR 4145 AC						12/1/2012	197,134.28	195,333.35	195,333.35	100.00%	205.35	194,845.98
D02/02													
CMO	3137B0NV2		1.500		185157163-1		9/15/2025	2,000,000.00	218,954.12	218,954.12	2,000,000.00	221,468.56	221,468.56
FHR	FHR 4176 EC						3/1/2013	218,954.12	217,635.11	217,635.11	100.00%	273.69	221,742.25
D02/02													
GNMA	36176W2B6		4.000		185168920-1		12/15/2026	560,000.00	72,851.14	72,851.14	560,000.00	78,548.15	78,548.15
GNMA	GNMA POOL 778670						12/1/2011	72,851.14	75,655.43	75,655.43	100.00%	242.84	78,790.99
D02/02													
GNMA	3620ZERL5		5.000		185171012-1		3/20/2023	500,000.00	13,464.30	13,464.30	500,000.00	13,963.37	13,963.37
GNM2	GNMA2 POOL 4091						3/1/2008	13,464.30	13,726.13	13,726.13	100.00%	56.10	14,019.47
D02/02													
GNMA	3620A9QG9		3.500		185171527-1		9/15/2024	750,000.00	58,981.17	58,981.17	750,000.00	61,624.43	61,624.43
GNMA	GNMA POOL 723255						9/1/2009	58,981.17	60,714.34	60,714.34	100.00%	172.03	61,796.46
D02/02													
GNMA	3620ARB59		3.500		185171588-1		5/15/2025	1,000,000.00	102,899.17	102,899.17	1,000,000.00	108,616.57	108,616.57
GNMA	GNMA POOL 737260						5/1/2010	102,899.17	104,995.80	104,995.80	100.00%	300.12	108,916.69
D02/02													
GNMA	36241KJN9		5.500		185173887-1		12/20/2020	750,000.00	29.27	29.27	750,000.00	29.43	29.43
GNM2	GNMA2 POOL 782069						3/1/2006	29.27	29.37	29.37	100.00%	0.13	29.56
D02/02													
MBS	3128MEHL8		5.000		185145155-1		11/1/2024	557,000.00	3,073.80	3,073.80	557,000.00	3,124.86	3,124.86
FGLM	FHLMC POOL G15435						5/1/2015	3,073.80	3,155.72	3,155.72	100.00%	12.81	3,137.67
D02/02													

*These two securities were added on Friday to cover deposits for the City of Seward.*

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

Pledged Securities Detail  
August 31, 2020

H231  
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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	Book Value	Market Value
MBS FGLM D02/02	3128MMLQ4 FHLMC POOL G18334	4.500			185145399-1		12/1/2024 12/1/2009 AFS	1,015,000.00 34,638.78	1,015,000.00 100.00%	34,638.78 35,412.03	36,516.55 129.90	36,516.55 36,646.45
MBS FGLM D02/02	3128PNBR8 FHLMC POOL J09948	4.000			185147186-1		7/1/2024 6/1/2009 AFS	1,300,000.00 43,681.21	1,300,000.00 100.00%	43,681.21 44,991.13	46,171.42 145.60	46,171.42 46,317.02
MBS FGLM D02/02	3128PQ4E8 FHLMC POOL J11721	4.500			185147195-1		2/1/2025 2/1/2010 AFS	1,200,000.00 51,412.10	1,200,000.00 100.00%	51,412.10 53,357.43	54,281.05 192.80	54,281.05 54,473.85
MBS FGLM D02/02	3128PVN22 FHLMC POOL J15809	3.000			185147378-1		6/1/2021 6/1/2011 AFS	285,000.00 4,075.55	285,000.00 100.00%	4,075.55 4,092.65	4,295.75 10.19	4,295.75 4,305.94
MBS FGLM D02/02	3128Q0GL5 FHLMC POOL J19203	4.000			185147609-1		5/1/2027 5/1/2012 AFS	425,000.00 59,207.28	425,000.00 100.00%	59,207.28 62,007.31	63,487.05 197.36	63,487.05 63,684.41
MBS FGLM D02/02	31294MML2 FHLMC POOL E03063	3.000			185147907-1		3/1/2022 3/1/2012 AFS	1,000,000.00 23,045.69	1,000,000.00 100.00%	23,045.69 23,246.51	24,292.14 57.61	24,292.14 24,349.75
MBS FGLM D02/02	31335HUG6 FHLMC POOL C90583	6.000			185150272-1		10/1/2022 10/1/2002 AFS	700,000.00 1,797.20	700,000.00 100.00%	1,797.20 1,801.36	1,974.13 8.99	1,974.13 1,983.12
MBS FGLM D02/02	31335HYR8 FHLMC POOL C90720	5.500			185150298-1		10/1/2023 10/1/2003 AFS	3,250,000.00 39,143.68	3,250,000.00 100.00%	39,143.68 40,416.86	41,673.00 179.41	41,673.00 41,852.41
MBS FNMA D02/02	31371LQV8 FNMA POOL 255271	5.000			185155978-1		6/1/2024 5/1/2004 AFS	500,000.00 7,544.36	500,000.00 100.00%	7,544.36 7,512.48	8,306.39 31.43	8,306.39 8,337.82
MBS FNMA D02/02	31371NJQ9 FNMA POOL 256871	6.500			185156082-1		8/1/2022 7/1/2007 AFS	1,100,000.00 12,103.64	1,100,000.00 100.00%	12,103.64 12,407.64	12,567.60 65.56	12,567.60 12,633.16
MBS FNMV D02/02	31375HAP9 FNMA ARM POOL 334914	3.862			185156211-1		2/1/2026 1/1/1996 AFS	1,000,000.00 1,298.44	1,000,000.00 100.00%	1,298.44 1,303.21	1,341.77 4.18	1,341.77 1,345.95

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H231 : Pledged Securities Detail  
As of: 8/31/2020, Created: 8/31/2020 10:26:51 AM

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

**Pledged Securities Detail**  
**August 31, 2020**

**H231**  
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Report Sequence: sgrp, CUSIP, Ticket

SGrp	CUSIP	Description	Moody	Rate	State	Ticket-P#	Call Type	Next Call Dt	Maturity Dt	Total Face	Pledge Values		Carrying Value	Market Value
											Pledged Face % of Total	Par Value		
STyp	Loc/PI	S&P					Call Price	Issue Dt	Intent	Total Par				
MBS	3138AMK38			4.500		185159473-1		7/1/2026		500,000.00	500,000.00	69,724.76	73,506.15	73,506.15
FNMA		FNMA POOL AI7513						7/1/2011	AFS	69,724.76	100.00%	72,389.83	261.47	73,767.62
D02/02														
MBS	3138EJLQ9			4.000		185159924-1		7/1/2027		443,000.00	443,000.00	73,005.18	78,278.03	78,278.03
FNMA		FNMA POOL AL2134						7/1/2012	AFS	73,005.18	100.00%	76,025.73	243.35	78,521.38
D02/02														
MBS	3138EKR9			3.500		185160071-1		2/1/2028		500,000.00	500,000.00	95,982.10	102,045.40	102,045.40
FNMA		FNMA POOL AL3191						2/1/2013	AFS	95,982.10	100.00%	99,778.93	279.95	102,325.35
D02/02														
MBS	3138EKV4			2.500		185160087-1		4/1/2023		525,000.00	525,000.00	48,543.45	49,738.08	49,738.08
FNMA		FNMA POOL AL3327						3/1/2013	AFS	48,543.45	100.00%	48,824.81	101.13	49,839.21
D02/02														
MBS	3138ELY4			4.000		185160221-1		10/1/2028		1,000,000.00	1,000,000.00	185,422.42	199,864.78	199,864.78
FNMA		FNMA POOL AL4309						10/1/2013	AFS	185,422.42	100.00%	193,440.34	618.07	200,482.85
D02/02														
MBS	3138EMCY5			4.000		185160242-1		2/1/2027		575,000.00	575,000.00	90,188.59	95,855.28	95,855.28
FNMA		FNMA POOL AL4586						12/1/2013	AFS	90,188.59	100.00%	94,166.06	300.63	96,155.91
D02/02														
MBS	3138WDU82			3.000		178000698-1		1/1/2030		1,160,000.00	1,160,000.00	373,060.07	393,626.24	393,626.24
FNMA		FNMA POOL AS4206						12/1/2014	AFS	373,060.07	100.00%	394,046.72	932.65	394,558.89
D02/02														
MBS	31407T2J8			5.000		185163606-1		10/1/2020		545,000.00	545,000.00	231.19	231.88	231.88
FNMA		FNMA POOL 840577						10/1/2005	AFS	231.19	100.00%	231.26	0.96	232.84
D02/02														
MBS	3140J5EA3			2.500		185164038-1		12/1/2029		300,000.00	300,000.00	123,054.25	129,308.89	129,308.89
FNMA		FNMA POOL BM1028						3/1/2017	AFS	123,054.25	100.00%	123,586.87	256.36	129,565.25
D02/02														
MBS	31410KAW4			4.000		185164389-1		3/1/2023		2,050,000.00	2,050,000.00	17,850.50	18,010.65	18,010.65
FNMA		FNMA POOL 889321						3/1/2008	AFS	17,850.50	100.00%	18,180.25	59.50	18,070.15
D02/02														
MBS	31412P2K6			4.500		185164602-1		7/1/2024		2,900,000.00	2,900,000.00	71,702.96	75,549.72	75,549.72
FNMA		FNMA POOL 931478						6/1/2009	AFS	71,702.96	100.00%	73,951.83	268.89	75,818.61
D02/02														

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			
										Par Value	Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS	31417SAL4 FNMA POOL AC5410	4.500			185165282-1		10/1/2024 10/1/2009	2,040,000.00	2,040,000.00	115,819.59	115,819.59	122,265.91	122,265.91
D02/02							AFS	115,819.59	100.00%	119,840.99	434.32	122,700.23	
MBS	31418AAC2 FNMA POOL MA0902	3.000			185165786-1		11/1/2026 10/1/2011	1,000,000.00	1,000,000.00	78,233.05	78,233.05	81,644.20	81,644.20
D02/02							AFS	78,233.05	100.00%	79,266.54	195.58	81,839.78	
MBS	31418AGY7 FNMA POOL MA1370	2.500			185166318-1		3/1/2023 2/1/2013	500,000.00	500,000.00	45,121.47	45,121.47	46,214.64	46,214.64
D02/02							AFS	45,121.47	100.00%	45,415.61	94.00	46,308.64	
MBS	31418AYS1 FNMA POOL MA1620	2.500			185166625-1		10/1/2023 9/1/2013	587,000.00	587,000.00	76,486.11	76,486.11	76,410.63	76,410.63
D02/02							AFS	76,486.11	100.00%	77,047.10	159.30	76,569.93	
MUNI REV	123825GA3 BUTLER NE PUB PWR DIST ELEC SY	2.750		NE	185139632-1	Contn 5/1/2021	8/15/2029 5/12/2016	150,000.00	150,000.00	150,000.00	150,000.00	151,378.50	151,378.50
D02/02						100.000	AFS	150,000.00	100.00%	150,000.00	183.33	151,561.83	
MUNI REV	231868NU0 CUSTER NE PUBLIC PWR DIST	2.550		NE	185142176-1	Contn 9/1/2020	12/1/2023 8/27/2015	100,000.00	100,000.00	100,000.00	100,000.00	100,174.00	100,174.00
D02/02						100.000	AFS	100,000.00	100.00%	100,000.00	637.50	100,811.50	
MUNI REV	239421JU0 DAWSON NEB PUB PWR DIST REV	2.750		NE	185142338-1	Contn 9/17/2020	9/15/2027 9/17/2015	100,000.00	100,000.00	100,000.00	100,000.00	100,138.00	100,138.00
D02/02	A					100.000	AFS	100,000.00	100.00%	99,050.15	1,268.06	101,406.06	
MUNI GO	25928FBA9 DOUGLAS CNTY NE SAN & IMPT	3.150		NE	185142823-1	Contn 1/15/2021	7/15/2026 1/15/2016	100,000.00	100,000.00	100,000.00	100,000.00	100,586.00	100,586.00
D02/02						100.000	AFS	100,000.00	100.00%	100,000.00	402.50	100,988.50	
MUNI GO	259290EB6 DOUGLAS CNTY NE SAN & IMPT DIS	3.100		NE	185142828-1	Contn 6/15/2021	8/15/2030 6/15/2016	150,000.00	150,000.00	150,000.00	150,000.00	151,369.50	151,369.50
D02/02						100.000	AFS	150,000.00	100.00%	150,000.00	206.67	151,576.17	
MUNI GO	259292CS7 DOUGLAS CNTY SAN IMPT DIST 427	2.700		NE	185142831-1	Contn 11/15/2022	11/15/2026 11/15/2017	280,000.00	280,000.00	280,000.00	281,274.00	281,274.00	281,274.00
D02/02						100.000	AFS	280,000.00	100.00%	280,000.00	2,226.00	283,500.00	
MUNI GO	25930HAU8 DOUGLAS CNTY NE SAN & IMPT DIS	2.400		NE	185142850-1	Contn 9/1/2020	3/15/2022 3/15/2015	75,000.00	75,000.00	75,000.00	75,071.25	75,071.25	75,071.25
D02/02						100.000	AFS	75,000.00	100.00%	75,000.00	830.00	75,901.25	

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H231 : Pledged Securities Detail  
As of: 8/31/2020, Created: 8/31/2020 10:26:51 AM

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

Pledged Securities Detail  
August 31, 2020

Report Sequence: sgrp, CUSIP, Ticket

SGrp	CUSIP	Description	Rate	State	Ticket-#	Call Type	Maturity Dt	Total Face	Pledge Values			Market Value
									Next Call Dt	Issue Dt	Total Par	
Loc/PI	S&P	Moody				Call Price	Intent					
MUNI	25930PCG9		2.900	NE	185142854-1	Contn	11/15/2028	80,000.00	80,000.00	80,000.00	80,000.00	81,163.20
GO	DOUGLAS CNTY NE SAN & IMPT					11/15/2021	11/15/2016	80,000.00	100.00%	80,000.00	80,000.00	81,846.31
D02/02						100.000	AFS					683.11
MUNI	25930TBJ6		2.900	NE	184003054-1	Cont	11/15/2036	50,000.00	50,000.00	50,000.00	50,000.00	52,246.00
GO	DOUGLAS CNTY NEB SANI & #421					5/15/2025	5/19/2020	50,000.00	100.00%	50,000.00	50,000.00	52,656.83
D02/02						100.000	AFS					410.83
MUNI	25930VCD3		2.550	NE	185142857-1	Contn	2/15/2024	50,000.00	50,000.00	50,000.00	50,000.00	50,392.00
GO	DOUGLAS CNTY NE SAN & IMPT					3/1/2021	3/1/2016	50,000.00	100.00%	50,000.00	50,000.00	50,448.67
D02/02						100.000	AFS					56.67
MUNI	25931FCX1		3.000	NE	185142860-1	Contn	9/15/2031	240,000.00	240,000.00	240,000.00	240,000.00	242,488.80
GO	DOUGLAS CNTY NE SAN & IMPT					9/15/2021	9/15/2016	240,000.00	100.00%	240,000.00	240,000.00	245,608.80
D02/02						100.000	AFS					3,320.00
MUNI	25931KAV8		2.600	NE	185142861-1	Contn	5/15/2023	100,000.00	100,000.00	100,000.00	100,000.00	100,124.00
GO	DOUGLAS CNTY NE SAN & IMPT					9/1/2020	5/15/2015	100,000.00	100.00%	100,000.00	100,000.00	100,889.56
D02/02						100.000	AFS					765.56
MUNI	25931LCN2		2.700	NE	185142862-1	Contn	11/15/2028	170,000.00	170,000.00	170,000.00	170,000.00	172,189.60
GO	DOUGLAS CNTY NE SAN & IMPT					11/15/2021	11/15/2016	170,000.00	100.00%	170,000.00	170,000.00	173,541.10
D02/02						100.000	AFS					1,351.50
MUNI	25931MBX9		3.100	NE	185142863-1	Contn	10/15/2029	140,000.00	140,000.00	140,000.00	140,000.00	141,467.20
GO	DOUGLAS CNTY NE SAN & IMPT					7/15/2021	7/15/2016	140,000.00	100.00%	140,000.00	140,000.00	143,106.76
D02/02						100.000	AFS					1,639.56
MUNI	25931QBD4		3.200	NE	185142864-1	Contn	11/1/2026	100,000.00	100,000.00	100,000.00	100,000.00	100,513.00
GO	DOUGLAS CNTY NE SAN & IMPT					12/1/2020	12/1/2015	100,000.00	100.00%	100,000.00	100,000.00	101,579.67
D02/02						100.000	AFS					1,066.67
MUNI	25931VBA9		3.050	NE	185142865-1	Contn	11/15/2029	135,000.00	135,000.00	135,000.00	135,000.00	136,162.35
GO	DOUGLAS CNTY NE SA & IMPT DIST					5/15/2021	5/15/2016	135,000.00	100.00%	135,000.00	135,000.00	137,374.73
D02/02						100.000	AFS					1,212.38
MUNI	25931VBN1		3.500	NE	185142866-1	Contn	8/15/2032	50,000.00	50,000.00	50,000.00	50,000.00	50,193.00
GO	DOUGLAS CNTY NE SAN & MPT					7/15/2022	7/27/2017	50,000.00	100.00%	50,000.00	50,000.00	50,270.78
D02/02						100.000	AFS					77.78
MUNI	25933BEB6		3.000	NE	184003099-1	Cont	11/15/2035	150,000.00	150,000.00	150,000.00	150,000.00	154,260.00
GO	DOUGLAS CNTY NEB SAN & IMPT DI					5/15/2025	5/19/2020	150,000.00	100.00%	150,000.00	150,000.00	155,535.00
D02/02						100.000	AFS					1,275.00

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

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value	Interest Rec	Market Value Collateral Value
								Par Value Book Value	Market Value			
MUNI GO D02/02	25934ACJ2 DOUGLAS CNTY NE SAN & IMPT	3.100	185142882-1	Contin 7/15/2021 100.000	12/15/2030 7/15/2016 AFS	120,000.00 120,000.00	120,000.00 100.00%	120,000.00 120,000.00	121,128.00 785.33	121,128.00 121,913.33		121,128.00 121,913.33
MUNI GO D02/02	25934QDB3 DOUGLAS CNTY NE SAN & IMPT	2.000	185142887-1	Contin 9/1/2020 100.000	10/1/2021 10/1/2016 AFS	80,000.00 80,000.00	80,000.00 100.00%	80,000.00 80,000.00	80,654.40 666.67	80,654.40 81,321.07		80,654.40 81,321.07
MUNI GO D02/02	406028FB1 HALL CNTY NE ARPT AUTH	3.200	185176895-1	Contin 9/1/2020 100.000	7/15/2030 6/5/2015 AFS	85,000.00 85,000.00	85,000.00 100.00%	85,000.00 85,000.00	85,000.00 347.56	85,000.00 85,347.56		85,000.00 85,347.56
MUNI GO D02/02	406036HN6 HALL CNTY NE SCD #2 GRAND IS	2.400	185176896-1	Contin 9/1/2020 100.000	12/15/2024 2/9/2015 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	100,162.00 506.67	100,162.00 100,668.67		100,162.00 100,668.67
MUNI GO D02/02	473260DB0 JEFFERSON CNTY NE	2.550	185178494-1	Contin 9/1/2020 100.000	12/15/2025 6/5/2015 AFS	80,000.00 80,000.00	80,000.00 100.00%	80,000.00 80,000.00	80,136.80 430.67	80,136.80 80,567.47		80,136.80 80,567.47
MUNI GO D02/02	487571FT3 KEITH CNTY NE SCD #1	2.950	185178859-1	Contin 12/28/2020 100.000	12/15/2027 12/28/2015 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	100,681.00 622.78	100,681.00 101,303.78		100,681.00 101,303.78
MUNI GO D02/02	505318QS7 LA VISTA NE	2.650	185179244-1	Contin 9/1/2020 100.000	11/15/2024 12/31/2014 AFS	115,000.00 115,000.00	115,000.00 100.00%	115,000.00 115,000.00	115,196.65 897.32	115,196.65 116,093.97		115,196.65 116,093.97
MUNI REV D02/02	5793FDD8 MCCOOK NE PUBLIC PWR DIST	3.150	185181069-1	Contin 8/9/2022 100.000	12/15/2030 8/9/2017 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	103,134.00 665.00	103,134.00 103,799.00		103,134.00 103,799.00
MUNI GO D02/02	68905FFE4 OTOE CNTY NE SCH DIST #111	2.500	185184481-1	Contin 9/1/2020 100.000	11/15/2023 2/15/2013 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	100,197.00 736.11	100,197.00 100,933.11		100,197.00 100,933.11
MUNI GO D02/02	803760EJ2 SARPY CNTY NE SAN & IMPT DIST	3.650	185187204-1	Prerefnd 12/15/2020 100.000	12/15/2029 12/15/2015 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	101,032.00 770.56	101,032.00 101,802.56		101,032.00 101,802.56
MUNI GO D02/02	803766BG8 SARPY CNTY NE SAN & IMPT	2.850	185187208-1	Contin 9/1/2020 100.000	5/15/2022 7/1/2015 AFS	90,000.00 90,000.00	90,000.00 100.00%	90,000.00 90,000.00	90,145.80 755.25	90,145.80 90,901.05		90,145.80 90,901.05

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H231 : Pledged Securities Detail  
As of: 8/31/2020, Created: 8/31/2020 10:26:51 AM

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

Pledged Securities Detail  
August 31, 2020

Report Sequence: sgrp, CUSIP, Ticket

SGrp Styp Loc/Pl	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Par Value	Book Value	Carrying Value
MUNI	80376DCN7		3.250	NE	185187210-1	Contln 9/1/2020	10/15/2023	200,000.00	200,000.00	200,000.00	200,456.00	200,456.00
GO	SARPY CNTY NE SAN & IMPT DIST					100.000	AFS	200,000.00	100.00%	200,000.00	2,455.56	202,911.56
MUNI	80376ECZ8		3.750	NE	185187211-1	Contln 2/15/2022	8/15/2029	90,000.00	90,000.00	90,000.00	92,542.50	92,542.50
GO	SARPY CNTY NE SAN & IMPT DIST					100.000	AFS	90,000.00	100.00%	90,000.00	150.00	92,692.50
MUNI	80376UBK6		2.700	NE	185187214-1	Prerefnd 7/15/2022	8/15/2026	50,000.00	50,000.00	50,000.00	52,325.00	52,325.00
GO	SARPY CNTY NE SAN & IMPT DIST					100.000	AFS	50,000.00	100.00%	50,000.00	60.00	52,385.00
MUNI	80377TBE2		2.800	NE	185187220-1	Contln 11/15/2021	11/15/2028	85,000.00	85,000.00	85,000.00	86,193.40	86,193.40
GO	SARPY CNTY NE SAN & IMPT DIST					100.000	AFS	85,000.00	100.00%	85,000.00	700.78	86,894.18
MUNI	80377TBF9		2.900	NE	185187221-1	Contln 11/15/2021	11/15/2029	85,000.00	85,000.00	85,000.00	86,337.05	86,337.05
GO	SARPY CNTY NE SAN & IMPT DIST					100.000	AFS	85,000.00	100.00%	85,000.00	725.81	87,062.86
MUNI	80378TEW8		3.850	NE	185187230-1	Contln 4/15/2023	10/15/2033	85,000.00	85,000.00	85,000.00	86,046.35	86,046.35
GO	SARPY CNTY NE SAN & IMPT DIST					100.000	AFS	85,000.00	100.00%	85,000.00	1,236.28	87,282.63
MUNI	818483FG9		2.450	NE	185187557-1	Contln 6/15/2021	2/15/2028	150,000.00	150,000.00	150,000.00	151,503.00	151,503.00
REV	SEWARD NE ELEC REV					100.000	AFS	150,000.00	100.00%	150,000.00	163.33	151,666.33
MUNI	818484DG9		2.300	NE	185187560-1	Contln 8/12/2021	9/15/2029	130,000.00	130,000.00	130,000.00	131,232.40	131,232.40
REV	SEWARD NE SANTN SWR SYS					100.000	AFS	130,000.00	100.00%	130,000.00	1,378.72	132,611.12
MUNI	854746DX9		2.550	NE	185195280-1	Contln 3/2/2021	8/1/2028	155,000.00	155,000.00	155,000.00	156,078.80	156,078.80
REV	STANTON CNTY NE PUB PW'R DIST					100.000	AFS	155,000.00	100.00%	155,000.00	329.38	156,408.18
MUNI	886094CD1		2.500	NE	184003102-1	Cont 5/28/2025	12/15/2035	200,000.00	200,000.00	200,000.00	202,782.00	202,782.00
GO	THURSTON CNTY NEB					100.000	AFS	200,000.00	100.00%	197,037.99	1,291.67	204,073.67
MUNI	919558KF2		2.900	NE	185197361-1	Contln 9/1/2020	12/15/2025	150,000.00	150,000.00	150,000.00	150,354.00	150,354.00
GO	VLY CNTY NE					100.000	AFS	150,000.00	100.00%	150,000.00	918.33	151,272.33

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Market Value
										Par Value Book Value	Carrying Value Interest Rec	
MUNI REV D02/02	93811PBV9 WASHINGTON CNTY NE PUB SAFETY	2.500		NE	185197916-1	Contin 9/1/2020 100.000	12/1/2025 5/14/2015 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	150,229.50 937.50	150,229.50 151,167.00
MUNI REV D02/02	943781BN3 WAVERLY NE COMB UTIL REV	3.100		NE	185198094-1	Contin 1/20/2021 100.000	6/15/2029 1/20/2016 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	100,660.00 654.44	100,660.00 101,304.44
TAX TAXREV D02/02	68189TBA3 OMAHA NEB SPL OBLIG	6.400		NE	185184294-1		2/1/2026 3/25/2008 AFS	65,000.00 65,000.00	35,000.00 53.85%	35,000.00 35,000.00	41,282.85 186.67	41,282.85 41,469.52
TAX TAXGO D02/02	81847EMD5 SEWARD NE	2.750		NE	185187550-1	Contin 5/2/2021 100.000	10/1/2022 5/2/2016 AFS	140,000.00 140,000.00	140,000.00 100.00%	140,000.00 140,000.00	141,110.20 1,604.17	141,110.20 142,714.37
<b>CITY OF SEWARD</b>								<b>43,912,000.00</b>		<b>8,347,408.36</b> <b>8,411,035.90</b>	<b>8,530,538.28</b> <b>45,260.20</b>	<b>8,530,538.28</b> <b>8,575,798.48</b>

CASH IN BANK \$8,735,006.28

Plus FDIC  
Coverage



## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Mayor and City Council of the City of Seward, Nebraska will hold a public hearing on Tuesday, October 6, 2020 at the City Council meeting starting at 7:00 p.m. at the Seward Civic Center, East & West Basement, 616 Bradford Street, Seward, NE to review the functioning and progress of the Seward Economic Development Program funded by local City Sales Tax.

Bonnie Otte  
Assist. Admin/  
Clerk-Treasurer/  
Budget & HR Director

Publish one time  
September 23, 2020  
One Proof of Publication

**CITIZENS ADVISORY REVIEW COMMITTEE  
FOR THE LB 840 ECONOMIC DEVELOPMENT PLAN  
SEMI-ANNUAL REVIEW REPORT**

To: The Seward City Council  
From: Citizens Advisory Review Committee - LB 840 Economic Development Plan  
Date: September 16, 2020  
Re: Semi-annual review report required by the Economic Development Plan

The Citizens Advisory Review Committee (CARC) is a committee of registered voters appointed by the Mayor (and affirmed by the City Council) to review the Economic Development Plan (the Plan) established under LB 840. The CARC mainly reviews the actions taken by the LB 840 Application Review Board (ARB). The ARB is the committee that has the authority to spend the LB 840 funds.

The CARC met on September 16, 2020, to review the functioning and progress of the Plan. The meeting consisted of discussions about the following:

1. A copy of the general ledger reports including a report of all transactions from 2/1/20 to 7/31/20 was distributed prior to the meeting. The CARC felt all transactions listed in the financial reports appeared to be appropriate.

The committee met with City Finance Director Nick Wolf and reviewed all actions and items of the ARB and specifically discussed the TIME Promotion in response to COvid-19, the payment to SFD Opco LLC (Petsource) for geotechnical assistance, and the outlook for the upcoming fiscal year.

The CARC notes that it does not audit nor does it verify the numbers submitted to it in the general ledger reports. It is our understanding that these accounts are audited during the annual overall audit that is done on the city's financial records.

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Planning Commission of the City of Seward, Seward County, Nebraska on Monday, September 14, 2020 at 7:30 p.m. and a public hearing will be held by the City Council of the City of Seward, Seward County, Nebraska on Tuesday, October 6, 2020 at 7:00 p.m. in the East & West Basement of the Seward Civic Center at 616 Bradford Street Seward, Nebraska.

Said public hearings will be to review a proposed major subdivision agreement amendment for Twin Oaks Development 7th Addition.

Legal description of property;

Lot 1, and Outlot A and Outlot B Twin Oaks Development Seventh Addition, a Replat of Lot 1A, Twin Oaks Development 6<sup>th</sup> Addition more particularly described as:

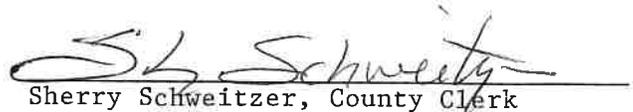
A replat of Lot "1A", Twin Oaks Development Sixth Addition to the City of Seward, Seward County, Nebraska and more particularly described as follows:  
Beginning at the Southwest Corner of the Northeast Quarter of Section 32, Township 11 North, Range 3 East of the 6<sup>th</sup> P.M., Seward County, Nebraska; THENCE in an Easterly direction, along the South line of the Northeast Quarter of said Section 32 on an assumed bearing of South 89°41'12" East for a distance of 445.20'; THENCE North 00°18'48" East for a distance of 82.00'; THENCE South 89°41'12" East for a distance of 764.69'; THENCE North 00°20'15" East for a distance of 600.00'; THENCE South 89°41'12" East for a distance of 435.46'; THENCE North 00°20'15" East for a distance of 920.32'; THENCE North 89°39'45" West for a distance of 575.74'; THENCE North 00°01'42" West for a distance of 80.24'; THENCE North 36°29'18" East for a distance of 185.97'; THENCE South 71°52'42" East for a distance of 132.00'; THENCE North 57°17'18" East for a distance of 114.00'; THENCE North 46°44'05" East for a distance of 287.67'; THENCE South 00°20'15" West for a distance of 98.92'; THENCE North 89°38'29" West for a distance of 185.44'; THENCE on a curve to the left, an arc length of 147.44', a radius of 1754.78' a chord bearing of South 88°03'59" West, a chord length of 147.40'; THENCE on a reverse curve to the right, an arc length of 35.49', a radius of 2378.80', a chord bearing of South 86°05'12" West, a chord length of 35.49'; THENCE South 20°23'15" West for a distance of 84.49'; THENCE South 59°49'15" West for a distance of 160.00'; THENCE South 00°20'14" West for a distance of 62.01'; THENCE North 89°36'00" West for a distance of 639.17'; THENCE North 00°23'04" East for a distance of 726.79'; THENCE North 89°36'10" West for a distance of 446.79'; THENCE South 00°28'07" West for a distance of 2649.53' to the point of beginning together with and subject to covenants, easements, and restrictions of record.  
Said property contains 71.16 acres.

All persons interested may appear and be heard.

Tim Dworak  
Building/Zoning & Code Enforcement Director

Published: August 28, 2020  
Provide POP

<b>GROUP D - 32 FT CONCRETE PAVING, STORM SEWER, SIDEWALK, MISC</b>						
22	Build 7" PCC Pavement - Walnut St.	SY	1,600	\$	46.00	\$ 73,600.00
23	Build 7" PCC Pavement - Spruce St.	SY	1,600	\$	46.00	\$ 73,600.00
24	Build 5" PCC Sidewalk	SF	0	\$	6.00	\$ -
25	15" RCP Storm Sewer Pipe	LF	500	\$	55.00	\$ 27,500.00
26	18" RCP Storm Sewer Pipe	LF	440	\$	70.00	\$ 30,800.00
27	36" RCP Storm Sewer Pipe	LF	0	\$	120.00	\$ -
28	Build Drop Curb Gate Inlet	EA	4	\$	3,600.00	\$ 14,400.00
29	18" Flared End Outlet	EA	1	\$	645.00	\$ 645.00
30	36" Flared End Outlet	EA	0	\$	1,285.00	\$ -
31	Adjust Valve to Grade	EA	4	\$	750.00	\$ 3,000.00
32	Adjust Manhole to Grade	EA	1	\$	1,000.00	\$ 1,000.00
33	Install Sign Post	EA	2	\$	250.00	\$ 500.00
34	Install Sign	SF	8	\$	30.00	\$ 240.00
35	Seeding & Mulching	LS	1	\$	3,000.00	\$ 3,000.00
<b>TOTAL GROUP D</b>				<b>\$</b>		<b>228,285.00</b>

  
Sherry Schweitzer, County Clerk  
Fee:\$118.00  
19 Page Document

After recording please return to:

Bonnie Otte  
City Clerk  
City of Seward  
Seward, NE 68434

## SUBDIVISION AGREEMENT

THIS AGREEMENT is made and entered into by and between Roger and Patricia Lindner, (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 Twin Oaks Development 7<sup>th</sup> 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 Twin Oaks Development 7<sup>th</sup> Addition, it is agreed by and between Subdivider and City as follows:

1. **Sanitary Sewer.** The Subdivider agrees to install eight inch (8") sanitary sewer main utilizing SDR 26 or better material, with wye fitting service connections within or adjacent to said Subdivision. The Subdivider agrees to install and design said sanitary sewer in conformance with the provisions of the City of Seward Unified Land Development Ordinance (ULDO) Article 41, Public Improvements and Infrastructure, 410-41.3 Sanitary Sewers. 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 install eight-inch (8") PVC water distribution lines, including Mueller or approved equal fire hydrants (red), within said Subdivision, extending from Pine St., west on Walnut St. and west on Spruce St. with fire hydrants on the ends with tees for future extensions. The Subdivider agrees to install and design said water lines in conformance with the provisions of the City's ULDO, Article 41, Public

succeeding property owners, at the time that Walnut and Spruce Streets are improved, and shall be constructed in conformance with ULDO Section 410-40.3 sub section D, and installed according to the following schedule:

- A. Sidewalks shall be constructed immediately abutting developed lots, as soon after development as weather shall permit.
  - B. In any event, the Subdivider and/or all succeeding property owners shall provide and construct all sidewalks upon both sides of all public streets within the property within three (3) years of the Subdivision construction being completed, Final Inspections being conducted, and the City formally accepting the Subdivision.
  - C. Subdivider may be required to designate additional right of way of no less than thirty (30) feet wide for any future trail or pedestrian corridor, in an area designated by City Staff. The additional right of way will be considered a credit toward the Neighborhood Park Dedication requirement. Said land shall serve as a pedestrian right-of-way to provide access from the Subdivision to the existing adjacent community park area and to maintain and improve a continuous pedestrian network within and between subdivisions and districts of the City. Such rights-of-way shall be dedicated on the Final Plat, to the public in the same manner as streets.
6. **Electrical Infrastructure.** The City shall agree to install all electrical infrastructure needed to serve the subdivision, provided that the Subdivider pays the Developer an Aid to Construction fees outlined on the Major Subdivision application, and provides adequate utility easements on the Final Plat, as determined by the City of Seward. In addition, electrical infrastructure will not be installed until final grade is established with no obstructions. Final grade stabilization and seeding may be complete prior to electrical infrastructure installation, however additional disturbance for electrical infrastructure installation shall be the responsibility of the Subdivider.
7. **Street Signs.** The City shall agree 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 all costs shall be the responsibility of the Subdivider, per City's ULDO section 410-40.2.
8. **Erosion Control.** The Subdivider, at his cost, shall provide an erosion control plan. The area of the plat shall be seeded during the first growing season immediately following the completion of grading operations, controlling erosion of areas disturbed by grading operations, constructing temporary terraces on slopes, temporary silting basins, swills and spillways. In addition to the above, the perimeter of said Subdivision shall be enclosed by silt fencing and whatever further measures are necessary to prevent erosion, damage and sedimentation to adjacent properties and public rights-of-way. If sedimentation collects on adjacent properties or public rights-of-way, and the Subdivider or his/her SWPPP contact has been informed that the sedimentation must be removed, the Subdivider has forty-eight (48) hours to remove said sedimentation, failure to remove this

Specifications document.

**Assumptions:** In the preparation of the Plans, Specifications, and Bid Documents, for Water, Sanitary Sewer, and Street/Paving Improvements for the predetermined projects under consideration, certain assumptions have been made by the city that the professional engineering consultant, has considered each application for grading as a separate entity. Treated as such each individual application for grading shall have:

- i) Supporting data consisting of a soils engineering report
- ii) Engineering geology report

It shall be assumed that recommendations included in the reports shall be incorporated in the grading plans or specifications. The reports shall be furnished to the City of Seward prior to construction. It shall be assumed that the plans and specifications shall be prepared and signed by a civil engineer.

**Soils Engineering Report:** The soils engineering report required shall include data regarding the nature, distribution and strength of existing soils, conclusions and recommendations for the grading procedures and design criteria for corrective measures, including all fills when necessary, and opinions and recommendations covering adequacy of the site, including the stability of slopes.

**Engineering Geology Report:** The engineering geology report shall include adequate description of the geology of the site, conclusions, and recommendations regarding the effect of geologic conditions on the proposed development, and opinions and recommendations covering the adequacy of sites affected by the proposed grading.

**Engineered Grading Requirements:** For engineered grading, it shall be the responsibility of the civil engineer who prepares the approved grading plan to incorporate all recommendations from the soils engineering and engineering geology reports into the grading plan. The civil engineer also shall be responsible for the preparation of revised plans and the submission of as-graded grading plans upon completion of the work. The grading contractor shall submit in a form prescribed by the building inspector a statement of compliance to said as-built plan.

**Required Inspection:** Resident inspection services by the CMC will be required at critical stages of the project to ensure that the construction is within the compliance of the Plans and Specifications and Bid Documents. This inspection is to be completed by the CMC, and in the presence of the appropriate city official. The Subdivider shall be responsible for ensuring that this construction inspection, and coordination with city officials occurs as required. This observance will require approval by the city official to determine that adequate control is being exercised by the professional consultants and the contractor. The proof of compliance will be both visual and accompanied with signed documentation. This documentation will serve as report and record and will be forwarded to the city's project file. These reports will be subject to review for the determination of completion of work.

1. Verification and location of all monuments, and benchmarks.
2. As-built Construction Plans (see section 16 of this agreement).

**Notification of Noncompliance:** If in the course of fulfilling their duties, the CMC or the City finds that the work is not being done in compliance with the requirements set forth in the Plans, Specifications and Bid Documents, the discrepancies shall be reported immediately in writing to the Subdivider, contractor and to the applicable city official.

If the Subdivider fails to notify City officials of work to be inspected, as required, this will result in one or more of the following penalties: a STOP WORK ORDER being issued, additional testing to ensure compliance, removal & replacement of work not observed by City personnel, additional one or two years of warranty on work performed, or a fine equal to ten percent (10%) of the cost of the work performed. The City will determine which of these penalties will be enforced based on the situation.

11. **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.
12. **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.
13. **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.
14. **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 if the Subdivider has not performed such condition.
15. **Construction/Development Lots.** Development of structures on any lots within said Subdivision shall not occur until all improvements have been installed and Final Acceptance has been granted by the City of Seward or other appropriate authority.
16. **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 within 3 months of 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 (22"x34" or 24"x36") paper copies, AutoCAD files of all

Dated this 23<sup>rd</sup> day of October, 2019.

**SUBDIVIDER:**

By: Roger Lindner

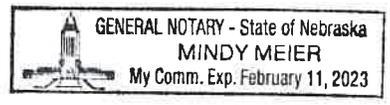
*Roger Lindner* Member

By: Patricia Lindner

*Patricia Lindner*, Member

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF SEWARD )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of October, 2019 by Roger Lindner, Member of \_\_\_\_\_ a Nebraska limited liability company, on behalf of the limited liability company.



*Mindy Meier*  
Notary Public

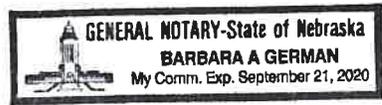
*[Signature]*

Construction Management Consultant Acknowledgement

11/1/19  
Date

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF SEWARD )  
Lancaster

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of November, 2019 by Jeff Wagner, Member of \_\_\_\_\_, LLC, a Nebraska limited liability company, on behalf of the limited liability company. Mainelli, Wagner & Associates, Inc



*Barbara A. German*  
Notary Public

**EXHIBIT 'A'**  
**FINAL PLAT**

SEE PLAT FILED.

**EXHIBIT 'C'**

**LEGAL DESCRIPTION OF LOTS CONTAINED WITHIN**

**Twin Oaks Development 7<sup>th</sup> Addition**

A replat of Lot "1A", Twin Oaks Development Sixth Addition to the City of Seward, Seward County, Nebraska and more particularly described as follows:

**LOT 1, OUTLOT A, OUTLOT B, TWIN OAKS DEVELOPMENT SEVENTH ADDITION,  
CITY OF SEWARD, SEWARD COUNTY, NEBRASKA**

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 (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 (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 (Bank) as escrow agent for the City of Seward under the terms of this Agreement.

7. \_\_\_\_\_ Bank (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 23<sup>rd</sup> day of October, 2019.

PERMITEE:

x [Signature]  
a Nebraska limited liability company

By: [Signature]  
\_\_\_\_\_, Member

By: \_\_\_\_\_, Member

STATE OF NEBRASKA     )  
  ) ss  
COUNTY OF SEWARD    )



10-22-2019

City of Seward, Nebraska

Roger Lindner is in good standing with the Jones Bank, and will honor checks up to \$50,000.00

Sincerely,

A handwritten signature in blue ink that reads "Gary Ayres".

Gary Ayres

*V.P.*

**ACCEPTANCE OF ESCROW AGREEMENT**

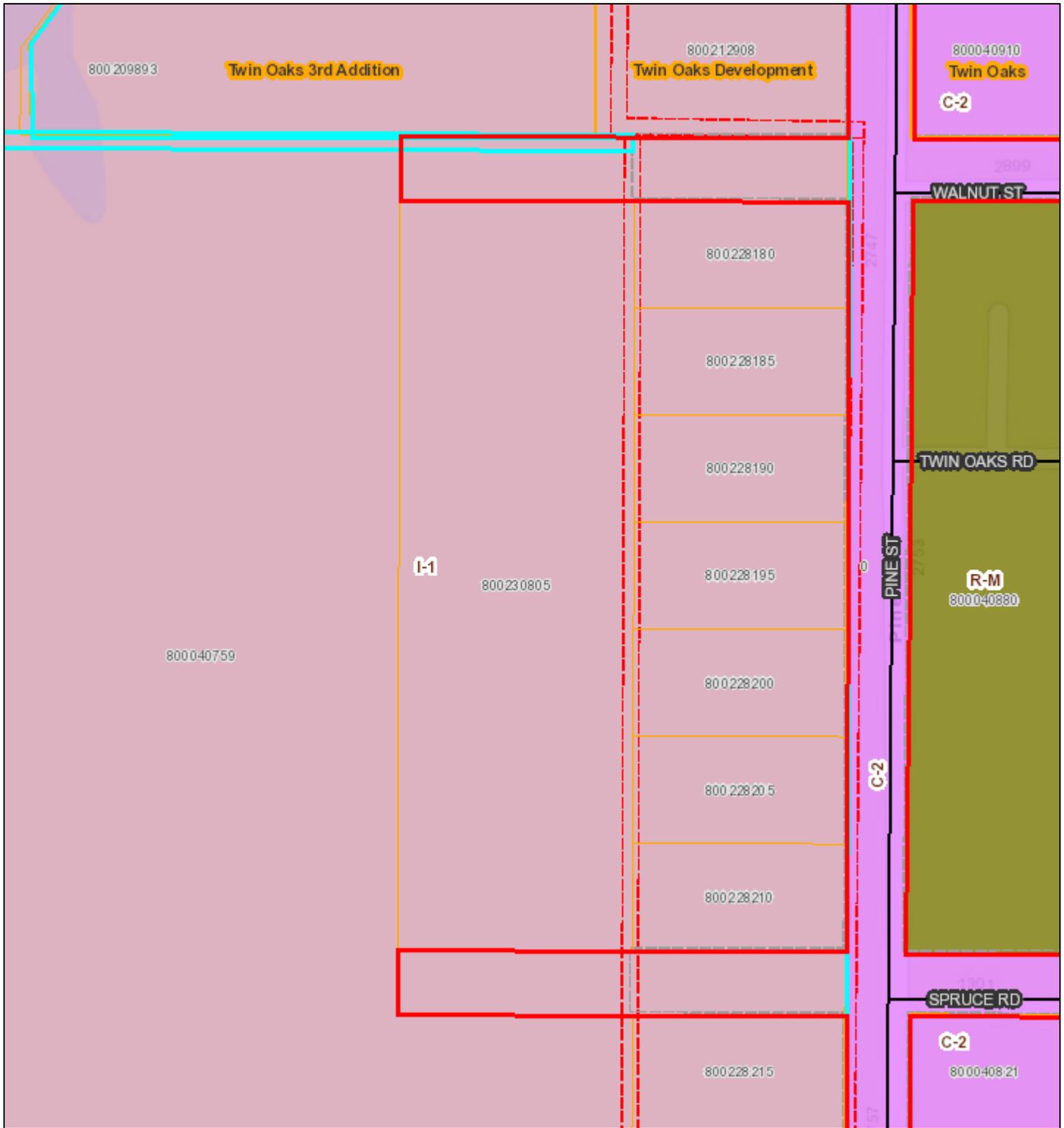
\_\_\_\_\_ Bank (Bank) hereby agrees to the terms and instruction listed above and acknowledges that it has accepted a deposit of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) or an irrevocable pledge and assignment of immediately payable funds in said amount from \_\_\_\_\_ (Permittee) to be held in escrow (Note No. \_\_\_\_\_) by \_\_\_\_\_ Bank (Bank) as escrow agent for the City of Seward, Nebraska, a municipal corporation, 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 (Bank) to secure construction of said improvements until it has received written authorization from the City of Seward in accordance with the foregoing Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Attest:** \_\_\_\_\_ (Bank)  
\_\_\_\_\_ (Address)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



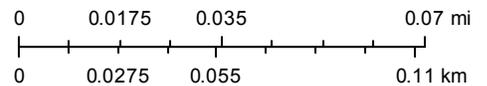
September 14, 2020

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Legend

1:2,091

- Streets
- Parcels
- Subdivisions



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

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that public hearings will be held by the Planning Commission of the City of Seward, Seward County, Nebraska on Monday, September 14, 2020 at 7:30 p.m. and the City Council of the City of Seward, Seward County, Nebraska on Tuesday, October 6, 2020 at 7:00 p.m., in the East & West Basement of the Seward Civic Center at 616 Bradford Street, Seward, Nebraska.

Said public hearing will be to review a Re-zoning application for the following property from AG Agricultural Use District to R-2 Residential Use District.

### Legal Description:

That part of the Northwest Quarter of the Northeast Quarter of Section 22, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska and being more particularly described as follows: For the purposes of this legal description the North line of the Northeast Quarter of Section 22 has an assumed bearing of N 90°00'00" W. Referring to the Northeast corner of Section 22; thence Westerly N 90°00'00" W, on the North line of the Northeast Quarter of Section 22, a distance of 1357.22 feet to a point of intersection on the Westerly Right-of-Way line of the Burlington Northern Railroad, also being the true point of beginning; thence Southerly S 09°43'33" W on said Westerly Right-of-Way line, 394.83 feet to a point of curvature; thence on a curve to the Right, having a radius of 1375.98 feet, and a central angle of 47°54'15", with a chord bearing of S 33°40'41" W, a chord distance of 1117.22 feet; thence Westerly N 89°52'22" W, on the South line of the Northwest Quarter of the Northeast Quarter of Section 22, 149.52 feet; thence Northerly N 04°25'10" E, 1322.47 feet; thence Easterly S 90°00'00" E, on the North line of the Northeast Quarter of Section 22, 733.84 feet, the true point of beginning.

- AND-

That part of the Northwest Quarter of the Northeast Quarter of Section 22, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska and being more particularly described as follows: For the purposes of this legal description the North line of the Northeast Quarter of Section 22 has an assumed bearing of N 90°00'00" W. Referring to the Northeast corner of Section 22; thence Westerly N 90°00'00" W, 1329.81 feet; thence Southerly S 00°00'31" E, on the East line of the Northwest Quarter of the Northeast Quarter of said Section, 430.39 feet, to a point of intersection on the Easterly Right-of-Way line of the Burlington Northern Railroad (abandoned), also being the true point of beginning; thence continuing on the last described bearing, 890.07 feet; thence N 89°52'22" W, on the South line of the Northwest Quarter of the Northeast Quarter of Section 22, 541.13 feet, to a point of intersection on the Easterly Right-of-Way line of the Burlington Northern Railroad (abandoned), also being a point on a curve; thence on a curve to the Left, having a radius of 1475.97 feet, and a central angle of 41°16'48", with a chord bearing of N 31°19'34" E, a chord distance of 1040.55 feet, to the true point of beginning.

- AND-

Legal Description for Railroad Right-of-Way - That part of the Northwest Quarter of the Northeast Quarter of Section 22, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska and being more particularly described as follows: For the purposes of this legal description the North line of the Northeast Quarter of Section 22 has an assumed bearing of N 90°00'00" W. Referring to the Northeast corner of Section 22; thence Westerly N 90°00'00" W, on the North line of the Northeast Quarter of Section 22, a distance of 1329.81 feet, to the true point of beginning; thence Southerly S 00°00'31" E, on the East line of the Northwest Quarter of the Northeast Quarter of said Section, 430.39 feet, to a point of intersection on the

Easterly Right-of-Way line of the Burlington Northern Railroad (abandoned), also being a point on a curve; thence on a curve to the Right, having a radius of 1475.98 feet, and a central angle of 41°16'48", with a chord bearing of S 31°19'34" W, a chord distance of 1040.55 feet, thence Westerly N 89°52'22" W, on the South line of the Northwest Quarter of the Northeast Quarter of said Section, 172.72 feet, to a point of intersection on the Westerly Right-of-Way line of the Burlington Northern Railroad, also being a point on a curve; thence on a curve to the Left, having a radius of 1375.98 feet, and a central angle of 47°54'15", with a chord bearing of N 33°40'41" E, a chord distance of 1117.22 feet to a point of tangent; thence Northerly N 09°43'33" E, 394.83 feet to a point of intersection on the North line of the Northeast Quarter of Section 22; thence Easterly S 90°00'00" E, on said North line of Section 22, 27.41 feet to the true point of beginning.

All persons interested may appear and be heard.

Tim Dworak  
Building/Zoning Code Enforcement Director

Published: August 28, 2020  
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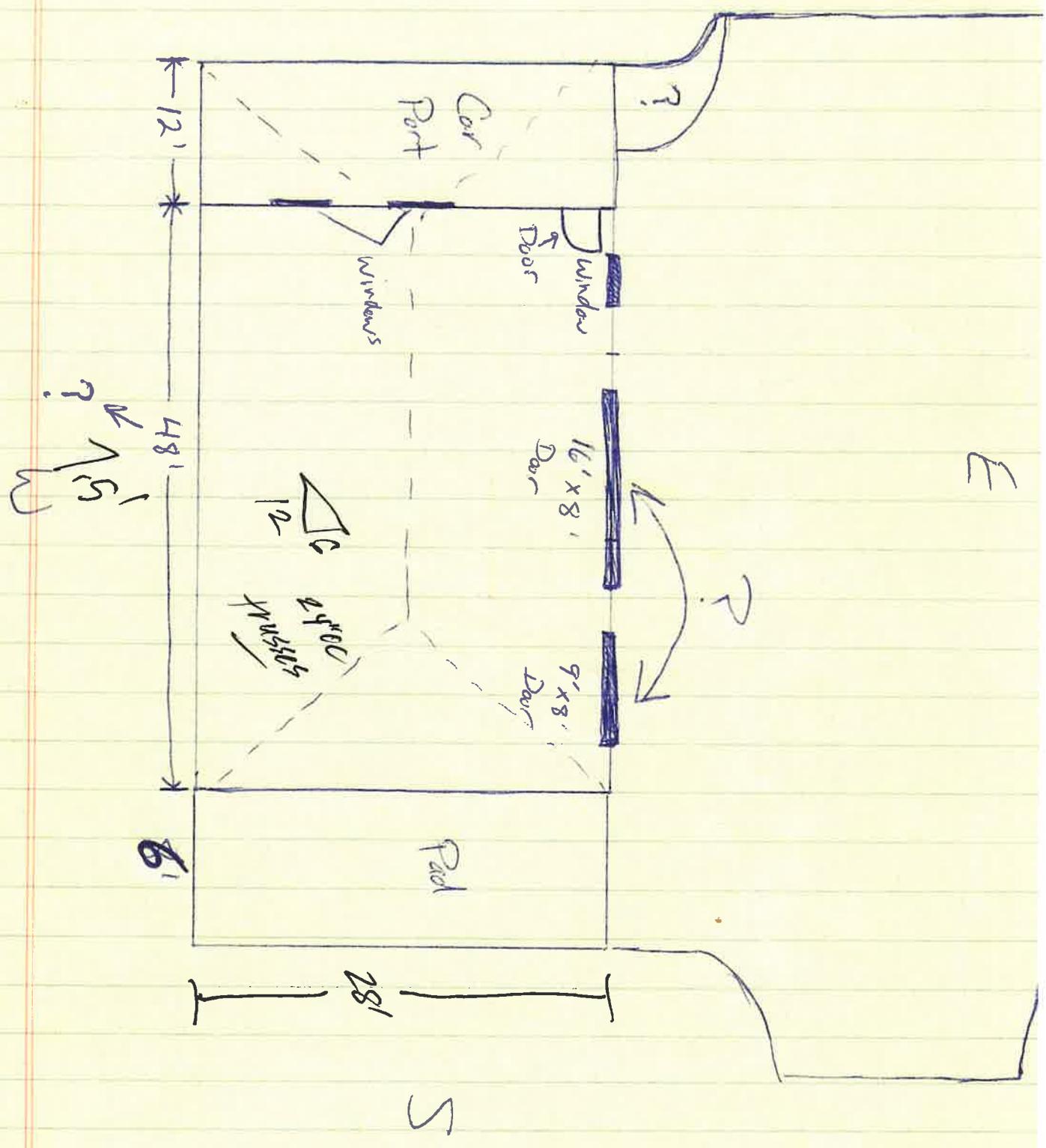


*Front View (click to enlarge)*



Depth:  
~~28'~~ 28' ?  
28'

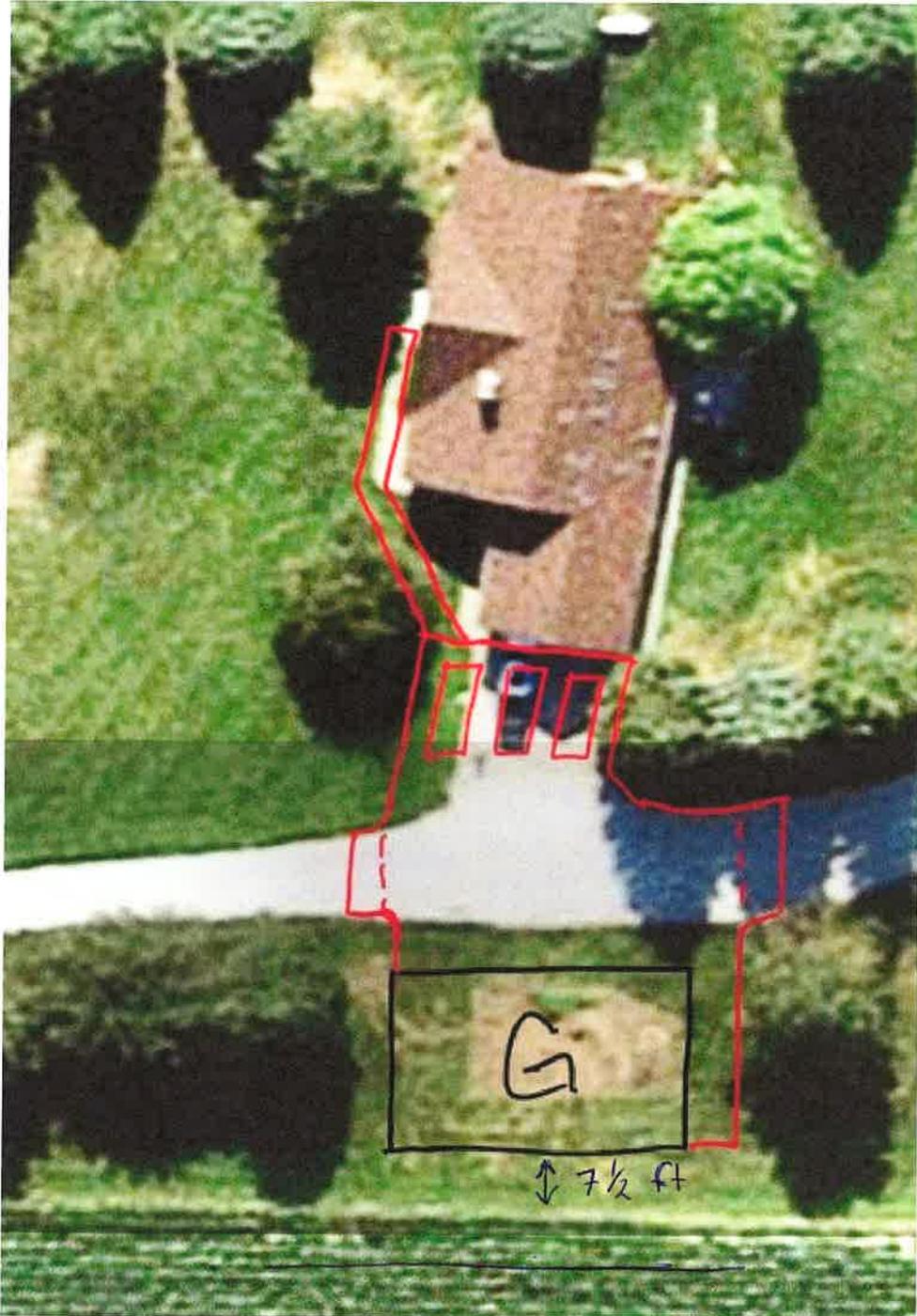
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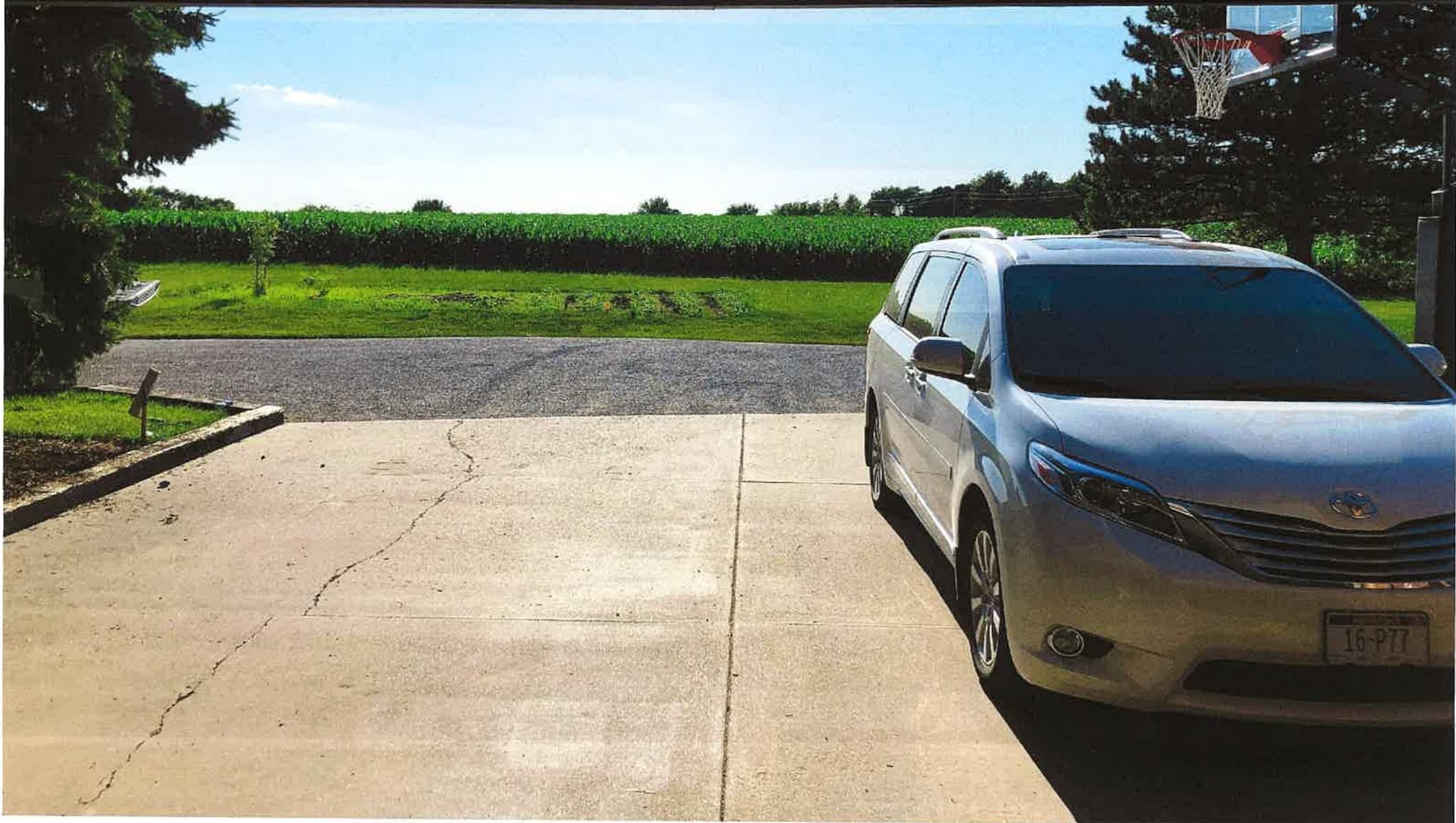


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Red = New Concrete  
Black = Garage







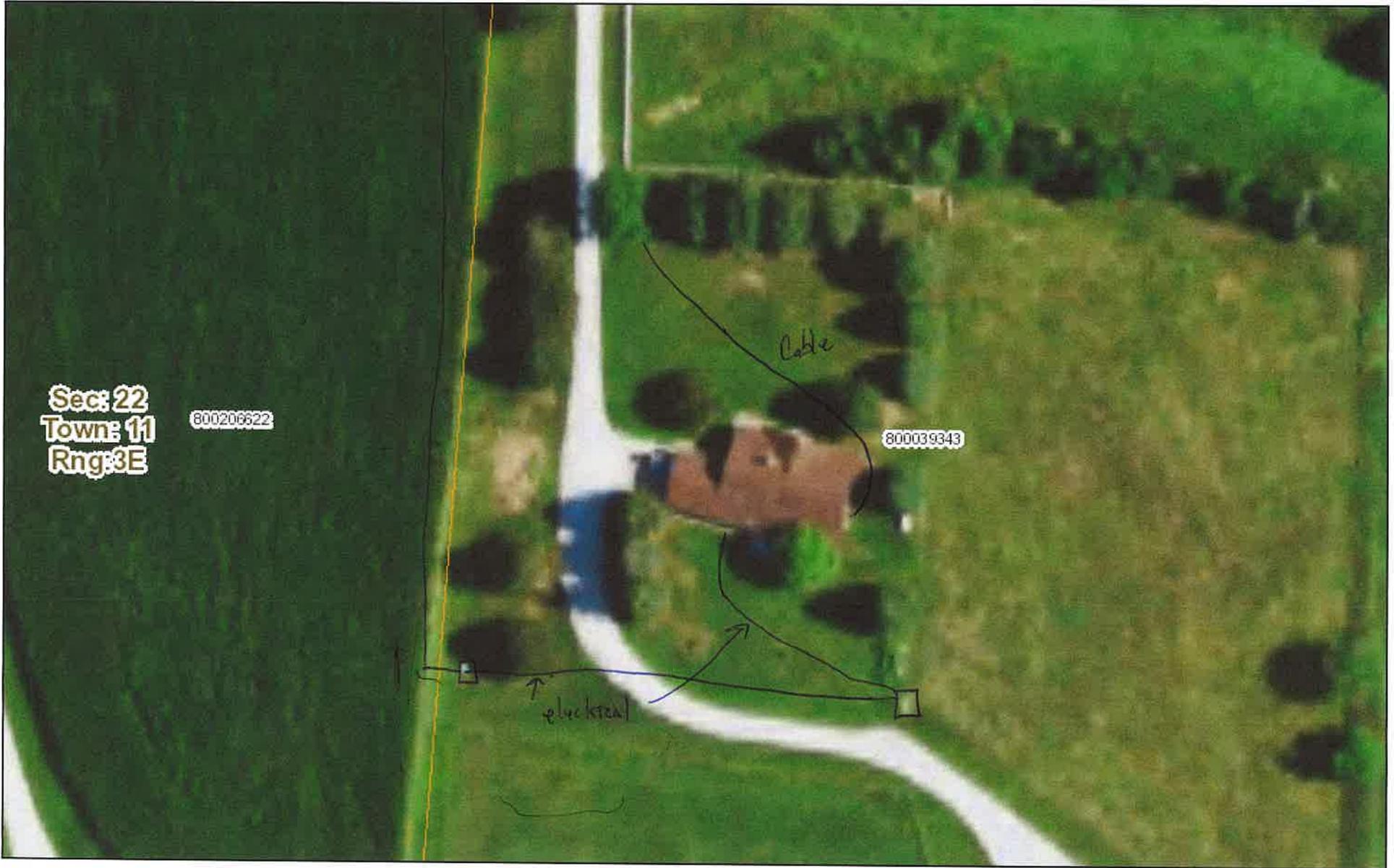




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W

E



Sec: 22  
 Town: 11  
 Rng: 3E  
 800206622

800039343

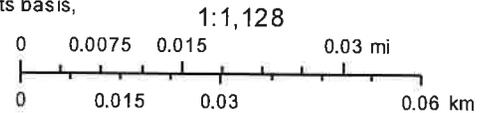
June 29, 2020

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.

- Roads
- ▭ Parcels
- ▭ Sections

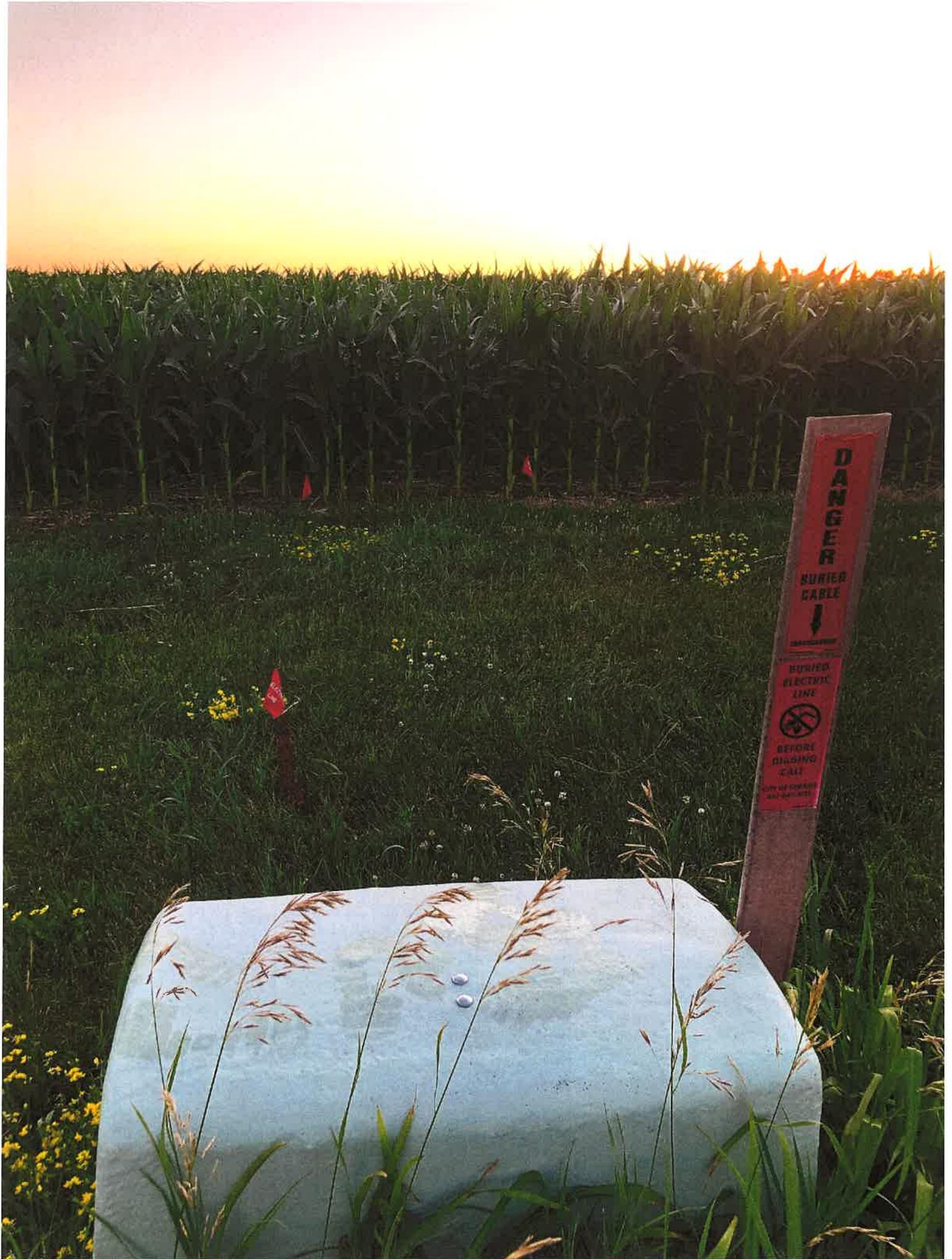
Handwritten scribbles and lines, possibly representing a signature or initials.

S

















SCHLÜETER, ANDREW R & TAUNYA L

Bluff Rd

SCHLÜETER, STANLEY G & MARY E

MENZE, SHERRY K

SOUCEK, RICHARD F & NANCY J

EINSPAHR, KREGG & SUZANNE

DAYWITT, TIM & KELLY

HBH FARMS, LLC

15 T11NR3E

FEHLHAFFER, BRIAN K & CYNTHIA A

ANDERSON, BILL G & LORI S

E Hillcrest Dr

E Hillcrest Dr

TIME WARNER CABLE 3 A7-TAX DEPT

KRUTZ, CHARLES & MELBA

GEE, THOMAS L & JEANNE M

Greenquist Adam R & Beth R

ORE, CHARLES W & CONSTANCE L

ORE, CHARLES W & CONSTANCE L

HOFF, JOANN & PAUL (REVOCABLE TRUSTS)

ORE, CHARLES

GERMER, JOEL M & GINA M

Seward County, NE

22 T11NR3E

County Road 252

KRUTZ, CHARLES H & MEL E

KRUTZ, CHARLES & MELBA

BNSF RAILWAY COMPANY MNGR OF TAXES TOM HORN

RIES, BERNICE L

DANNAK, GREGORY C & SUZAN C

WEB DEVELOPMENT LLC

-  NNG Pipeline
-  Roads
-  Public Land Survey
-  Parcel

This map is and shall remain the property of Northern Natural Gas Company and is provided to you for general informational purposes only. It may not be used, distributed or reproduced for any other purpose without the prior written consent of Northern. This map depicts the approximate location of certain of Northern's Natural Gas facilities, but should not be used for line locating purposes. Please call the state one-call toll free number to arrange for the marking of underground facilities at no charge. In case of a natural gas emergency involving Northern's facilities, call 911 and Northern's Operations, Communication Center at 888-367-0071.



STATE OF NEBRASKA

County of Seward

ss.

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Twenty-two and 50/100

(\$ 22.50) Dollars to the undersigned (herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL AND CONVEY unto MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances there-to or to cause to be constructed, maintained and operated pipe lines and appurtenances thereto, ~~and to construct, maintain and operate telephone lines for connection therewith or to cause to be constructed, maintained and operated telephone lines for connection therewith~~ ~~with the right to use the~~

~~rights and easements~~ over and through the following described lands situated in

Seward County, State of Nebraska, to-wit:

The northwest quarter (1/4)

of the northeast quarter (1/4) of section twenty-two (22), in township

eleven (11), north, range three (3), east of the 6th P. M.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, ~~telephone and telephone lines~~; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

*Tap for house service to be placed on main line at Company expense, and at place designated by Grantor.*

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 6th day of August, A. D. 1930.

Signed and delivered in the presence of the undersigned witnesses:

*[Handwritten signature]*

*William F. Ahlschuede*

*Frieda Ahlschuede*

Right of Way Agent.

STATE OF NEBRASKA

Seward County ss. On this 16th day of August, A. D. 1930, before me, the undersigned, R. N. Mastin, a Notary Public, duly commissioned and qualified for and residing in said county, personally came William H. Ahlschwede, and Frieda Ahlschwede, his wife, to me known to be the identical person whose name is affixed to the foregoing instrument as grantor, and acknowledged the same to be their voluntary act and deed. Witness my hand and Notarial Seal the day and year last above written. R. N. Mastin Notary Public. My commission expires the 10th day of January, 1931.

STATE OF NEBRASKA

County ss. On this day of A. D. 19, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said county, personally came to me known to be the identical person whose name is affixed to the foregoing instrument as grantor, and acknowledged the same to be voluntary act and deed. Witness my hand and Notarial Seal the day and year last above written. Notary Public. My commission expires the day of 19.

NW 1/4 NE 1/4 22-11-3

1203 Easement

Line No. County William H. Ahlschwede to Missouri Valley Pipe Line Co. Address August 1930

THE STATE OF NEBRASKA ss. Filed for Record in the Clerk's Office of SEWARD COUNTY said County the 27 day of Oct 1930 at 8 o'clock and 20 minutes of A.M. and recorded in Book 20 of on Page 141 W. H. Mastin County Clerk

Approved: Recorder Right of Way Agent. Approved: Attorney. [Stamp: FILED, INDEXED, RECORDED, SEP 21 1930]

110 13

STATE OF NEBRASKA

County of ss. On this day of A. D. 19, before me, a duly commissioned and qualified in and for said County, personally came the above named President, and Secretary of who are personally known to me to be the identical persons whose names are affixed to the above Deed as President and Secretary of said corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation. Witness my hand and official seal, at in said County, the date aforesaid. Notary Public.

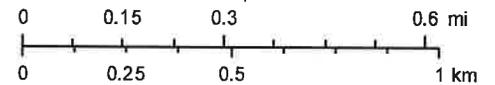


June 29, 2020

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Sections

1:18,056



Tom & Jeanne Gee  
2581 Bluff Rd  
Seward, NE 68434

July 1, 2020

City of Seward  
Building & Inspection Dept.  
142 N 7<sup>th</sup> St.  
Seward, NE 68434

RE: Greenquist garage project @ 2573 Bluff Rd

To Whom It May Concern:

We wanted to take this opportunity to state and make aware to the City of Seward that we have discussed and support Adam & Beth Greenquist in their garage project in which they've submitted for permit. We understand their request for a 7.5 foot setback on their west property line bordering our property and have no encroachment issues with this project. In fact, we think this is the logical location for such and believe it will only enhance the property and function.

Sincerely,



Tom Gee

Jeanne Gee



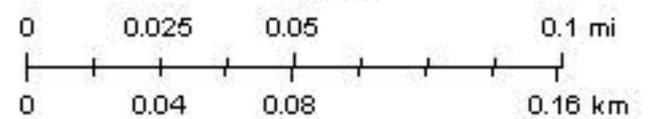
September 11, 2020

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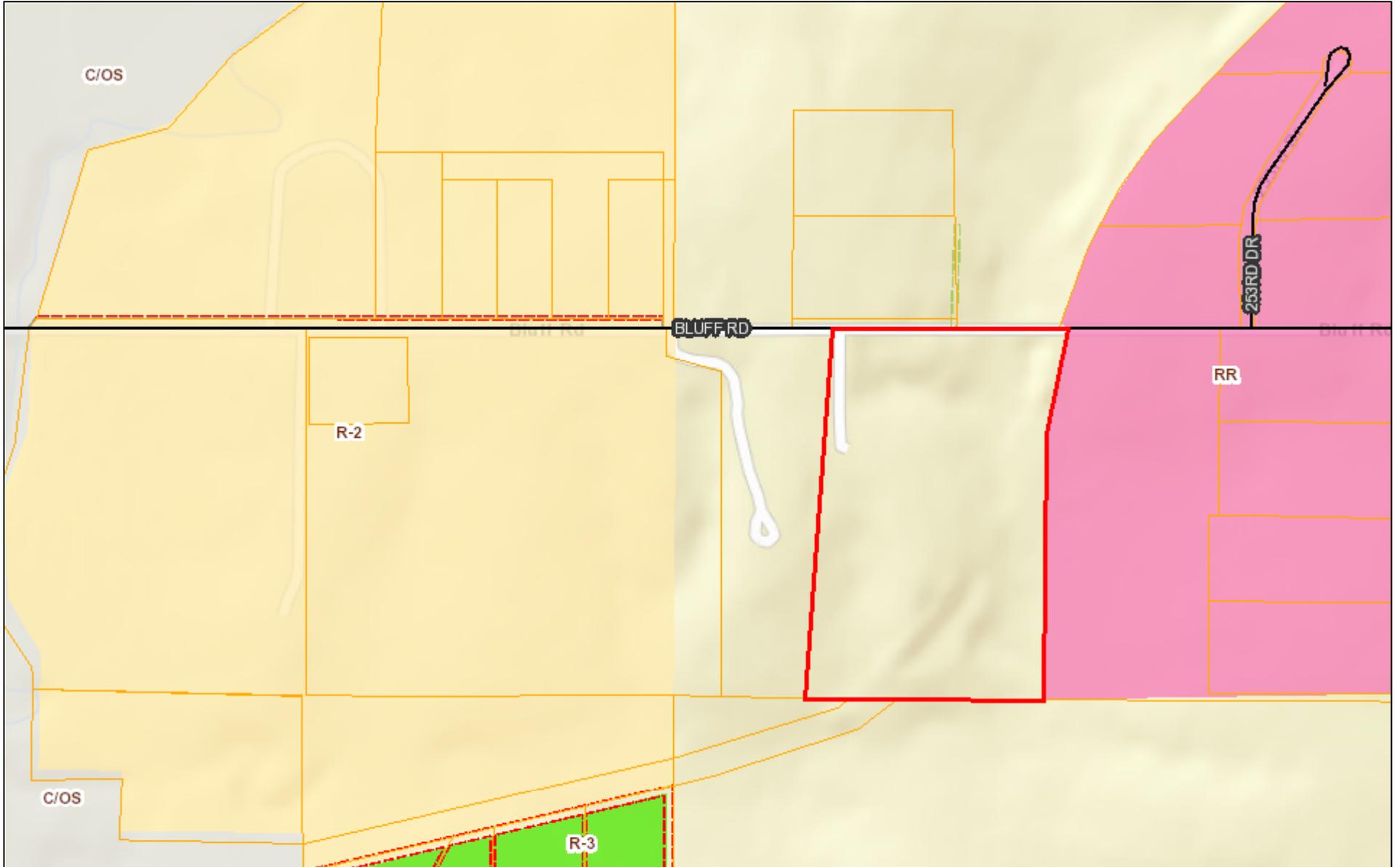
Legend

-  Streets
-  Parcels
-  Subdivisions

1:3,047



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

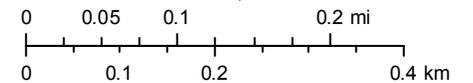


September 4, 2020  
11:09 AM

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1:7,965

- Streets
- Parcels
- Subdivisions



**ARTICLE 8  
R-2 Urban Residential Moderate-Density District**

**§ 410-8.1. Purpose.**

The R-2 District is intended to provide for moderate -density residential development, with gross densities generally between six units and 12 units per acre. These developments include single-family dwellings on moderate-sized lots along with low-density multi-unit residential structures such as duplexes and townhouses. It provides regulations to encourage innovative forms of housing development. It adapts to both established and developing neighborhoods, as well as transitions between single-family and multifamily areas.

**§ 410-8.2. Site development regulations.**

<b>Regulator</b>	<b>1-Family Detached</b>	<b>1-Family Attached</b>	<b>Duplex</b>	<b>Townhouse (Note 1)</b>	<b>Other Permitted Uses</b>
Site area per housing unit (square feet)					
In conventional development	6,000	3,000	3,000	3,000	
In planned unit developments	5,000	2,500	3,000	2,500	
Minimum lot area					
In conventional development	6,000	3,000	6,000	3,000	6,000
In planned unit developments	4,000	2,500	6,000	2,500	6,000
Minimum lot width (feet)					
In conventional development	60	30 per unit	70	30	60

<b>Regulator</b>	<b>1-Family Detached</b>	<b>1-Family Attached</b>	<b>Duplex</b>	<b>Townhouse (Note 1)</b>	<b>Other Permitted Uses</b>
In planned unit developments	45	25 per unit	60	25	60
Minimum yards (feet) (Note 3)					
Front yard	30	30	30	30	30
Side yard (Note 2)	7.5	7.5	7.5	7.5	7.5
Street side yard	30	30	30	30	30
Rear yard*	20% of lot depth	20% of lot depth	20% of lot depth	20% of lot depth	25 feet
Maximum height (feet)	35	35	35	35	35
Floor area ratio	NA	NA	NA	NA	0.50
Maximum amount of total parking located in street yard	NA	NA	NA	NA	50%

\* The required rear yard area is calculated as 20% of the lot depth times the lot width. Provided that this minimum area is maintained, a portion of a residential structure may come as close as 10 feet to a rear lot line.

**Note 1: Townhouse Development**

No more than four units may be attached in a single townhouse structure within an R-2 District. Regulators are shown on a per-unit basis.

**Note 2: Zero Lot Line or Single-Family Attached Development.**

Within a common development, one interior side yard may be equal to zero for single-family detached residential use if:

1. The normal side yard setback requirement must be maintained adjacent to any lot with an existing structure not within the common development; or not otherwise designated for zero lot line use.

2. An easement for maintenance of the zero lot line facade is prepared by the developer and filed with the Seward County Register of Deeds, the City Clerk, and the Building Official at the time of application for a building permit.

**Note 3: Flexible Yard Setbacks in Planned Unit Developments.**

The Planning Commission and City Council may vary required minimum setbacks in planned districts. However, the setback from the front facade of a garage to any public or private street right-of-way (including the boundary of sidewalks) must be at least 20 feet.

ORDINANCE NO. 2020-

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO R-2 URBAN RESIDENTIAL MODERATE-DENSITY DISTRICT; SPECIFICALLY, TRACTS OF LAND SOUTH OF BLUFF ROAD AND EAST OF CONCORDIA COLLEGE; TO DESCRIBE THE PROPERTY REZONED; 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. PROPERTY REZONED. The following described property located within Extra Territorial Jurisdiction of the City of Seward, Nebraska is hereby rezoned from "AG Agricultural District, to R-2 Urban Residential Moderate-Density District" to wit:

That part of the Northwest Quarter of the Northeast Quarter of Section 22, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska and being more particularly described as follows: For the purposes of this legal description the North line of the Northeast Quarter of Section 22 has an assumed bearing of N 90°00'00" W. Referring to the Northeast corner of Section 22; thence Westerly N 90°00'00" W, on the North line of the Northeast Quarter of Section 22, a distance of 1357.22 feet to a point of intersection on the Westerly Right-of-Way line of the Burlington Northern Railroad, also being the true point of beginning; thence Southerly S 09°43'33" W on said Westerly Right-of-Way line, 394.83 feet to a point of curvature; thence on a curve to the Right, having a radius of 1375.98 feet, and a central angle of 47°54'15", with a chord bearing of S 33°40'41" W, a chord distance of 1117.22 feet; thence Westerly N 89°52'22" W, on the South line of the Northwest Quarter of the Northeast Quarter of Section 22, 149.52 feet; thence Northerly N 04°25'10" E, 1322.47 feet; thence Easterly S 90°00'00" E, on the North line of the Northeast Quarter of Section 22, 733.84 feet, the true point of beginning.

- AND-

That part of the Northwest Quarter of the Northeast Quarter of Section 22, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska and being more particularly described as follows: For the purposes of this legal description the North line of the Northeast Quarter of Section 22 has an assumed bearing of N 90°00'00" W. Referring to the Northeast corner of Section 22; thence Westerly N 90°00'00" W, 1329.81 feet; thence Southerly S 00°00'31" E, on the East line of the Northwest Quarter of the Northeast Quarter of said Section, 430.39 feet, to a point of intersection on the Easterly Right-of-Way line of the Burlington Northern Railroad (abandoned), also being the true point of beginning; thence continuing on the last described bearing, 890.07 feet; thence N 89°52'22" W, on the South line of the Northwest Quarter of the Northeast Quarter of Section 22,

541.13 feet, to a point of intersection on the Easterly Right-of-Way line of the Burlington Northern Railroad (abandoned), also being a point on a curve; thence on a curve to the Left, having a radius of 1475.97 feet, and a central angle of 41°16'48", with a chord bearing of N 31°19'34" E, a chord distance of 1040.55 feet, to the true point of beginning.

- AND-

Legal Description for Railroad Right-of-Way - That part of the Northwest Quarter of the Northeast Quarter of Section 22, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska and being more particularly described as follows: For the purposes of this legal description the North line of the Northeast Quarter of Section 22 has an assumed bearing of N 90°00'00" W. Referring to the Northeast corner of Section 22; thence Westerly N 90°00'00" W, on the North line of the Northeast Quarter of Section 22, a distance of 1329.81 feet, to the true point of beginning; thence Southerly S 00°00'31" E, on the East line of the Northwest Quarter of the Northeast Quarter of said Section, 430.39 feet, to a point of intersection on the Easterly Right-of-Way line of the Burlington Northern Railroad (abandoned), also being a point on a curve; thence on a curve to the Right, having a radius of 1475.98 feet, and a central angle of 41°16'48", with a chord bearing of S 31°19'34" W, a chord distance of 1040.55 feet, thence Westerly N 89°52'22" W, on the South line of the Northwest Quarter of the Northeast Quarter of said Section, 172.72 feet, to a point of intersection on the Westerly Right-of-Way line of the Burlington Northern Railroad, also being a point on a curve; thence on a curve to the Left, having a radius of 1375.98 feet, and a central angle of 47°54'15", with a chord bearing of N 33°40'41" E, a chord distance of 1117.22 feet to a point of tangent; thence Northerly N 09°43'33" E, 394.83 feet to a point of intersection on the North line of the Northeast Quarter of Section 22; thence Easterly S 90°00'00" E, on said North line of Section 22, 27.41 feet to the true point of beginning.

Section 2. USES PERMITTED. Uses permitted by the ordinance of the City of Seward, Nebraska for "R-2 Urban Residential Moderate-Density District" are hereby and herein authorized for said area and land described in Section 1 of this ordinance.

Section 3. ZONING MAP AMENDED. The official map of the City of Seward, Nebraska is amended and it is ordered that the above described land shall now be shown as "Urban Residential Moderate-Density District."

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 or posting as provided by law and city ordinance.

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

THE CITY OF SEWARD, NEBRASKA

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

ATTEST:

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

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that public hearings will be held by the Planning Commission of the City of Seward, Seward County, Nebraska on Monday, September 14, 2020 7:30 p.m. and the City Council of the City of Seward, Seward County, Nebraska on Tuesday, October 6, 2020 at 7:00 p.m. in the East & West Basement of the Seward Civic Center at 616 Bradford Street Seward, Nebraska.

Said public hearings will be to review a Text Amendment to the City of Seward Unified Land Development Ordinance; Article 40 Circulation System Design, 410-40.5, Tables.

All persons interested may appear and be heard.

Tim Dworak  
Building/Zoning Code Enforcement Director

Published: August 28, 2020  
Provide POP

**Table 40A Street Hierarchy**

Street Type	Function	Guideline Minimum Design Speed <sup>1</sup>	Guideline Maximum ADT <sup>2</sup>
Lane or Court	Street providing private access to no more than 12 housing units.	25 mph	120 – 150
Cul-de-sac	A turning area provided at the closed end of a street opened at one end only.	25 mph	120 – 150
Local	Provides frontage to lots and carries traffic with origin or destination on street itself. Carries least traffic at lowest speed. East-west orientation provides best solar access. Local residential streets usually do not interconnect with adjoining neighborhoods or subdivisions.	30 mph	250 – 1,000
Boulevard	A type of arterial road with special features and limitations, commonly divided with a wide planted median, typically with limited access to local streets and without access to driveways.	35 mph	1,000 – 2,500
Collector	Conducts and distributes traffic between local streets and major streets in the community. Carries larger volume of traffic. Residential collectors interconnect and provide through access between residential neighborhoods. Collector streets should preserve one through traffic lane in each direction, without encroachment by parking. Collectors may be included in the City's surface transportation program system for federal aid.	35 mph	1,000 – 2,500
Frontage	A street that generally runs parallel to a controlled-access arterial and provides access to individual properties along its length.	35 mph	1,000 – 2,500
Minor Arterial	Provides community-wide access between residential neighborhoods and to other activity centers in Seward, including downtown and major commercial facilities. Direct access may be provided to other arterial streets. Parking should generally be prohibited on other arterials. Other arterials should be excluded from residential areas. These streets are part of the surface transportation program system for federal aid.	40 mph	2,500 – 7,500
Major Arterial	Inter-regional road in the street hierarchy. Conveys traffic between activity centers, often at high speeds and with limited access. Should be excluded from residential areas. These streets are part of the surface transportation program system for federal aid.	45 mph	>7,500

Notes:

1. Minimum design speed subject to modification by the City based on anticipated traffic patterns, pedestrian interactions, and other uses.
2. ADT = average daily traffic.

**Table 40B Street Design Standards I**

Classi- fication	Zoning	Street Type	Cartway Width	Curb/ Shoulder	Min Curb Radius	Sidewalk	Right of Way
			[ft]		[ft]		[ft]
Urban	Residential	Private lane or court	25	Not req'd	20	Not req'd	50
		Cul-de-sac	86 Dia	Required	60	Required	120 Dia
		Local	28	Required	25	Required	66
		Boulevard (divided)	48	Required	25	Required	70
		Boulevard (undivided)	32	Required	25	Required	66
		Collector	32	Required	30	Required	66
Urban	Industrial/ Commercial	Cul-de-sac – no parking	100 Dia	Required	60	Required	122 Dia
		Cul-de-sac – with parking	110 Dia	Required	60	Required	122 Dia
		Local - no parking	32	Required	30	Required	66
		Local - with parking	38	Required	30	Required	66
		Boulevard (divided)	54	Required	35	Required	85
		Boulevard (undivided)	36	Required	35	Required	70
		Collector	32	Required	35	Required	66
		Frontage	32	Required	35	Required	60
Urban	All	Minor Arterial	38	Required	35	Required	66 - 80
		Major Arterial	38	Required	35	Required	66 - 80
Classi- fication	Zoning	Street Type	Cartway Width	Curb/ Shoulder	Min Pavement Radius	Sidewalk	Right of Way
			[ft]		[ft]		[ft]
Rural	Agricultural or Rural Residential	Local	24	Not req'd	29	Not req'd	66
		Collector	28	Not req'd	34	Not req'd	66
		Frontage	28	Not req'd	34	Not req'd	60
		Arterial	34	Not req'd	39	Not req'd	66 - 80

**Table 40C Street Design Standards II**

Classification	Zoning	Street Type	Min Moving Lane Number & Width [ft]	Min Horizontal Curve Radius [ft]	Min Sight Distance on Vertical Curves [ft]	Maximum Slope >50 ft from Intersection [ft/ft, %]	Min PCC <sup>1</sup> Pavement Thickness [in]	Min AC <sup>2</sup> Class 1 <sup>3</sup> Pavement Thickness [in]
Urban								
	Residential	Private lane or court	Two 10-ft	150	150	10%	6	5
		Cul-de-sac	N/A	N/A	N/A	8%	7	5
		Local	Two 11-ft	205	155	8%	7	5
		Boulevard (divided)	Two 10-ft	420	150	8%	7	6½
		Boulevard (undivided)	Two 10-ft	420	150	8%	7	6½
		Collector	Two 12-ft	420	250	8%	7	6½
	Industrial/ Commercial	Cul-de-sac	N/A	N/A	N/A	8%	7	7½
		Local	Two 12-ft	300	200	8%	7	7½
		Boulevard (divided)	Two 12-ft	420	250	8%	7	7½
		Boulevard (undivided)	Two 12-ft	420	250	8%	7	7½
		Collector	Two 12-ft	420	250	7%	7	8½
		Frontage	Two 12-ft	420	250	7%	7	6½
	All	Minor Arterial	Two 12-ft	565	305	6%	8	7½
		Major Arterial	Two 12-ft	730	360	6%	8	7½
Rural								
	Agricultural or Rural Residential	Local	Two 10-ft	205	150	8%	7	5
		Collector	Two 11-ft	300	250	7%	7	6½
		Frontage	Two 11-ft	300	250	7%	7	6½
		Arterial	Two 11-ft	730	350	6%	8	7½

Notes:

1. PCC = Portland cement concrete
2. AC = Asphaltic Concrete
3. Asphaltic Concrete Pavement Class 1 consists of a 2½" AC surface course atop a PCC base course.

ORDINANCE NO. 2020-

AN ORDINANCE TO AMEND SECTIONS 237-3.1 THROUGH 237-3.13 OF THE MUNICIPAL CODE; TO INITIATE AN ELECTRIC RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICES FROM THE ELECTRIC DISTRIBUTION SYSTEM OF THE CITY BY 3.0% EFFECTIVE WITH THE OCTOBER 2020 BILLING; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTIONS 237-3.1 THROUGH 237-3.13; 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. Sections 237-3.1 through 237-3.13 of the Municipal Code shall be amended as follows:

**§237-3.1. Determination of rates.**

- A. As a tariff of rates based on monthly consumption by each consumer of current from the Electric Distribution System of the City, the following schedule based on meter readings is established.
- B. One meter shall be installed to service one user. If additional buildings are required for a given user, they shall be interconnected by the customer to obtain one meter. If additional meters and services are requested by the customer, each shall be treated as a separate customer. It will be at the City's sole discretion to determine what installation of service is most appropriate and beneficial to the system as a whole, which decision will be based on, but not limited to, proximity, continuity, similarity and compatibility of service. This requirement shall take effect with the kilowatt hour usage from the 1st day of October 2002. Any services metered differently prior to this date will be grand fathered in.
- C. Effective date: October 2020 billing
- D. Rates:
  - (1) Summer rate: The summer rate shall apply to the Customer's use from June Billing through September Billing.
  - (2) Winter rate: The winter rates shall apply to the Customer's use from October Billing through May Billing.
- E. Terms and conditions:
  - (1) Usage may be fractionalized on the actual days of service for application of a change in rate.
  - (2) Service will be furnished under the City's General Terms and conditions.
  - (3) Extensions made for service under this schedule are subject to the provisions of the City's rules governing Extension of Service and Facilities.

- (4) The rates set forth herein may be increased by the amount of any new or increased governmental tax imposed and levied on transmission, distribution, production, or the sale of electrical power.

**§237-3.2. Residential Light, Heat and Power (RE).**

- A. Summer period:
  - (1) Customer charge, per month: \$21.75.
  - (2) Plus energy charge of: all kWh, per kWh: \$0.1004.
- B. Winter period:
  - (1) Customer charge, per month: \$21.75.
  - (2) Plus energy charge of: First 700 kWh, per kWh: \$0.1004.
  - (3) Over 700 kWh, per kWh: \$0.0754.
- C. Available: within established City limits.
- D. Applicable: to single-family residences and individually metered apartments for all domestic purposes when all service is supplied through a single meter, provided ratings of individual single-phase motors do not exceed five (5) horsepower.
- E. Character of service: AC, 60 cycles, 120/240 volt, three-wire, single-phase.
- F. Small Business in Residential District: any property located in a Residential Zone of the City which conducts a small business inside the home which is legal under the Zoning Ordinance of the City<sup>[1]</sup> shall be considered residential for the purposes of this section, in accordance with the definition in §237-2.8B(1).<sup>[2]</sup>
  - [1] Editor's Note: See Ch. 410, Zoning and Subdivision.
  - [2] Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. 1)

**§237-3.3. Commercial Service (CE).**

- A. Summer period:
  - (1) Customer charge, per month: \$42.00.
  - (2) Plus energy charge of: All kWh, per kWh: \$0.0961
- B. Winter period:
  - (1) Customer charge, per month: \$42.00
  - (2) Plus energy charge of: First 1,600 kWh, per kWh: \$0.0961.

(3) Over 1,600 kWh, per kWh: \$0.0711.

- C. Available: within established City rate areas.
- D. Applicable: to any customer for lighting, heating, and power purposes where all service is taken through a single meter at one location, and where the Customer's demand does not exceed 49 kW for four consecutive months. Rating of individual single-phase motors and other single-phase power and heating units served under this schedule shall not exceed ten (10) horsepower except by special permission.
- E. Character of Service: AC, 60 cycles, 120/240 volts, single-phase; 240 volts, three-phase, three-wire; 120/240, 120/208, volts, or 277/480 volts, three-phase, four-wire; or at any of the City's standard distribution voltages, as available. Customers requiring service at secondary voltages other than that already established by the City shall be required to provide suitable space for location of the City's transformation, metering and associated equipment. Secondary voltage other than that already established shall be provided by special permission only.

**§237-3.4. General Service Demand (GD).**

- A. Summer period:
  - (1) Customer charge, per month: \$120.00.
  - (2) Demand charge: per kW per month of billing demand: \$19.00.
  - (3) Plus energy charge of: for all usage, per kWh: \$0.0624.
- B. Winter period:
  - (1) Customer charge, per month: \$120.00.
  - (2) Demand charge: per kW per month of billing demand: \$15.50.
  - (3) Plus energy charge of: for all usage, per kWh: \$0.0574
- C. Determination of billing demand: the billing demand shall be the greater of Subsection C(1) or C(2) below.
  - (1) The highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in the current billing period.
  - (2) Sixty five percent (65%) of the highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in June, July, August or September Billings.
- D. Available: within established City rate areas.
- E. Applicable: to existing customers, or to new customers with demands of 50 kilowatts, but not more than 500 kilowatts, for four (4) consecutive months whose entire requirements are taken through one

meter, under a contract of standard form. Customers who reach this limit for four (4) consecutive months will be billed this rate on the fifth (5<sup>th</sup>) month. (Not applicable to resale, stand-by or auxiliary service.)

- F. Character of service: AC, 60 cycles, single- or three-phase, at any of the City's standard voltages (35,000 volts or less) where the service may be supplied by a single power transformation.

**§237-3.5. General Service Demand - Low Load Factor (GD-LLF).**

- A. Summer period:
  - (1) Customer charge, per month: \$120.00.
  - (2) Demand charge: per kW per month of billing demand: \$0.00.
  - (3) Plus energy charge of: for all usage, per kWh: \$0.1958.
- B. Winter period:
  - (1) Customer charge, per month: \$120.00.
  - (2) Demand charge: per kW per month of billing demand: \$0.00.
  - (3) Plus energy charge of: for all usage, per kWh: \$0.1958.
- C. Available: within established City rate areas.
- D. Applicable: an alternate to the GD rate to existing customers, or to new customers with demands of 50 kilowatts, but not more than 500 kilowatts, for four (4) consecutive months whose entire requirements are taken through one meter, under a contract of standard form. Customers who reach this limit for four (4) consecutive months may request to be billed under this rate on the fifth (5<sup>th</sup>) month. (Not applicable to resale, stand-by or auxiliary service.)
- E. Removal from GD-LLF: when a customer requests to be billed on the GD-LLF rate, the customer will be bill on GD-LLF for a minimum of twelve (12) months. After twelve (12) months, the customer can request to be billed on the GD rate and must remain on the GD rate for twelve (12) months before eligible to request to be billed again on the GD-LLF.
- F. Character of service: AC, 60 cycles, single- or three-phase, at any of the City's standard voltages (35,000 volts or less) where the service may be supplied by a single power transformation.

**§237-3.6. Large Power (LP).**

- A. Summer period:
  - (1) Customer charge, per month: \$175.00.
  - (2) Demand charge: per kW per month of billing demand: \$18.70.
  - (3) Plus energy charge of: for all usage, per kWh: \$0.0481.

- B. Winter period:
- (1) Customer charge, per month: \$175.00.
  - (2) Demand charge: per kW per month of billing demand: \$15.00.
  - (3) Plus energy charge of: for all usage, per kWh: \$0.0441.
- C. Determination of billing demand: the billing demand shall be the greater of Subsection C(1) or C(2) below.
- (1) The highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in the current billing period.
  - (2) Sixty five percent (65%) of the highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in June, July, August or September Billings of the preceding eleven (11) months.
- D. Available: in the general area served by the City from lines of 35,000 volts or less.
- E. Applicable: to existing customers, or to new customers with demands of 500 kilowatts or more for four (4) consecutive months whose entire requirements are taken through one meter, under a contract of standard form. Customers who reach this limit for four (4) consecutive months will be billed this rate on the fifth (5th) month.
- F. Character of service: AC, 60 cycles, single- or three-phase, at any of the City's standard voltages (35,000 volts or less) where the service may be supplied by a single power transformation.
- G. Power factor adjustment:
- (1) For loads of 500 kW or more, or at the option of the City, power factor adjustments will be made in the billing demand, when the power factor, as determined by test, at the time of the customer's maximum use is less than 90%. If the power factor, as measured by the electric department, is lower than 90%, the monthly demand charge will be multiplied by the ratio 90% bears to the measured power factor, or at the City's option, the power factor may be corrected at the customer's expense.
  - (2) In the general course of maintenance and replacement of equipment, the City may replace existing demand meters with power factor-capable demand meters, at its option, at which point the customer will be subject to power factor adjustments as defined above.
- H. Economic Development Rate. Available to any Large Power customer that meets ALL the following conditions:
- (1) Provides new or additional load of 1,000 kW or greater on a

monthly basis;

- (2) Has a monthly load factor, calculated by dividing the energy usage by the product of the peak demand and the number of hours in the month, of 60% or greater;
- (3) The customer has entered into a written service agreement with the City of Seward and the Nebraska Public Power District (NPPD) pursuant to NPPD Rate Schedule SPP No. 6, Economic Development Rate Schedule;
- (4) The customer has entered into an agreement with either the State of Nebraska or other political subdivision to provide an economic development project under state or local law; and
- (5) The customer has met all other requirements of the Economic Development Rate Schedule.
- (6) Rate:
  - (a) NPPD customer charge, per month: \$500.00.
  - (b) NPPD energy charge of: All kWh, per kWh: \$0.025.
  - (c) City of Seward customer charge, per month: \$155.00.
  - (d) City of Seward energy charge: All kWh, per kWh: \$0.015.
- (7) The above rate shall apply to both summer and winter periods.
- (8) The Economic Development Rate is subject to change based upon the written service agreement with the City of Seward and NPPD as well as NPPD Rate Schedule SPP No. 6, Economic Development Rate Schedule.

**§237-3.7. Rural Residential Light, Heat and Power (NE).**

- A. Summer period:
  - (1) Customer charge, per month: \$34.50.
  - (2) Plus energy charge of: all kWh, per kWh: \$0.1004.
- B. Winter period:
  - (1) Customer Charge, per month: \$34.50.
  - (2) Plus energy charge of:
    - (e) First 900 kWh, per kWh: \$0.1004.
    - (f) Over 900 kWh, per kWh: \$0.0754.
- C. Available: in the territory serviced by the City outside of the corporate limits.
- D. Applicable: to rural residences for domestic and other farm uses

which may be served from existing distribution lines and where the total required kVA does not exceed that which may be supplied from a fifty (50) kVA distribution transformer. Rating of individual single-phase motors and other single-phase power and heating units served under this schedule shall not exceed ten (10) horsepower except by special permission.

- E. Character of service: AC, 60 cycles, 120/240 volts, single-phase, three-wire.

**§237-3.8. Power cost adjustment (PCA).**

A. Applicability:

- (1) All electric rates are subject to application of a production cost adjustment. The PCA may be determined from time to time and when approved shall be applied monthly for a period of not more than twelve (12) months. The PCA calculations will be based on the FY projected and actual twelve (12) months includable expenses and the current budget actual and projected sales subject to the PCA. The City may invoke the PCA when unexpected increases in the cost of power or other emergencies are estimated to be greater than a deviation of 10% in FY power costs budgeted.
- (2) At the end of any PCA application period, any under or over collected revenues may be added to the next FY estimate of power costs to determine if another PCA is necessary for the next twelve (12) months or shorter period.

B. Formula for calculating the PCA factor:

- (1) The following formula is used to determine the power cost adjustment charge when it is invoked. The PCA will be calculated to the nearest one-tenth of a \$1.00/MWh or \$0.10/kWh.
- (2) When unexpected increases in the cost of power or other emergencies are estimated to be greater than a deviation of 10% in FY power costs budgeted the PCA formula is:

PCA = (Total Estimated Cost Difference from Budget for Application Period) divided by (Estimated kWh Sales for Application Period)

Where:

Total Estimated Cost = Revise after Budget the Fuel and  
Difference Purchased Power + Transmission  
Expense - Budgeted Fuel and Purchased  
Power + Transmission Expense

Application Period = the number of months (1 to 12) that  
the PCA will be in force

Estimated kWh sales = Projected kWh retail sales during the

Application Period

**§237-3.9 Delinquent bills; notice.**

All bills are delinquent on the fifteenth (15th) day of the month. Thereafter, upon notice to consumer as provided by this Article and by law, and non-payment pursuant to said notice, service shall be discontinued.

**§237-3.10. Rates effective.**

The rates provided herein shall become effective with the billing beginning October 2020 or as determined after review of the annual electric budget.

**§237-3.11. Discrimination prohibited.**

No electric current shall be furnished to any consumer under any other rate than as provided in this article, and there shall be no discrimination in rates between consumers using equal amounts of current for the same purpose under the same conditions.

**§237-3.12. Service beyond corporate limits.**

The City, by resolution of its Mayor and Council, shall have the power and authority to contract with any person, persons, association or corporation, to sell electric current for light, heat and power purposes beyond its corporate limits when, in the judgment of the Mayor and Council, it is beneficial to the City to do so.

**§237-3.13 Special circumstances.**

No electricity shall be billed to any consumer under any other rate not provided for by this article provided; except that if, in the opinion of the Electric Superintendent and the City Clerk-Treasurer, and after review with the City Administrator, there is a change in the nature of electricity being used, an adjustment to the billings can be made to apply the correct the rate classification(s), or in cases of erroneous or missing load meter data an adjustment to similar usage as the year before, or an average usage may be used, if supporting information is available to make such estimates.

Section 2. Repeal. All ordinances or provision or portions of ordinances in conflict here with are hereby repealed.

Section 3. When operative. This ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form as required by law.

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

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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

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

(SEAL)

ORDINANCE NO. 2020-

AN ORDINANCE TO AMEND SECTIONS 325-8.1 THROUGH 325-8.3 OF THE MUNICIPAL CODE; TO INITIATE A SEWER RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICE FROM THE SEWER SYSTEM OF THE CITY BY 3.0% EFFECTIVE WITH THE OCTOBER 2020 BILLING; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTIONS 325-8.1 THROUGH 325-8.3; 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. Sections 325-8.1 through 325-8.3 of the Municipal Code shall be amended as follows:

**§325-8.1 Residential rates.**

A. Residential usage for all domestic use only. The bills for the twelve (12) months beginning each April shall be based on an average of the water consumption billed in January, February and March. The sewage charges for a new residential user who has not established an average for the months of January, February and March, or a user who only has sewer and no water usage shall be charged the following usage:

- (1) Single occupancy: 200 cubic feet per month, plus the minimum sewer charge.
- (2) Double or more occupancy: 600 cubic feet per month, plus the minimum sewer charge.
- (3) No water usage - metered: 600 cubic feet per month, plus the minimum sewer charge.

B. The charges are:

- (1) Effective October 2020 billing: customer charge of \$22.57 per meter, plus \$.03200 per cubic foot.

**§325-8.2 General service rates.**

General services rates (formerly commercial) are applied to nonresidential accounts each month.

The charges are:

- A. Effective October 2020 billing: customer charge of \$52.90 per meter, plus \$.03200 per cubic foot.

**§325-8.3 Large general service rates.**

Large general services rates are as follows:

- A. Users contributing above allowed limits of BOD, SS, TKN, or FOG as defined below.

The Charges are:

**(1) Effective October 2020 billing:**

- (a) Minimum charge of \$250.00 per meter; and
- (b) Per cubic foot: \$.0185; and
- (c) Per pound of biochemical oxygen demand (BOD) that is measured to be greater than 200 mg/l: \$0.40; and
- (d) Per pound of suspended solids (SS) that measured to be greater than 220 mg/l: \$0.25.
- (e) Per pound of Total Kjeldahl Nitrogen (TKN) that measured to be greater than 30 mg/l: \$0.50.
- (f) Per pound of Fats Oils and Grease (FOG) that measured to be greater than 100 mg/l: \$0.27.

B. The sewer charges in Subsection A(1)(c) thru (f) above are based on observed wastewater flow from the customer using a suitable continuous recording device for measuring concentrations of biochemical oxygen demand (BOD), suspended solids (SS), Total Kjeldahl Nitrogen (TKN) and Fats Oils and Grease (FOG).

C. If the additional cost associated with industrial general service wastes are not recovered by the large general service rate charges or above surcharges, the City shall have the option to review the effect any user (all classifications) has on the wastewater system and establish adequate charges, if necessary, for the excessive amounts of biochemical oxygen demand, suspended solids or other applicable pollutants.

Section 2. Repeal. All ordinances or provision or portions of ordinances in conflict here with are hereby repealed.

Section 3. When operative. This ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form as required by law.

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

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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

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

(SEAL)

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into on October \_\_\_\_, 2020, by and between City of Seward, Nebraska (the "Seller"), and IHC Properties LLC, a Nebraska limited liability company (the "Buyer").

### RECITALS

A. Seller is the owner of certain real property (the "Property") legally described as:

Lot 1, Block B, Replat of Blocks 2 and 3, Seward Rail Campus PUD Original Addition Final Plat and a Portion of the SE ¼ of the SE ¼ of Section 19-T11N-R3E, City of Seward, Seward County, Nebraska

B. Seller desires to sell and Buyer desires to acquire the property subject to the terms and conditions set forth herein.

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

1. Transfer of Property.

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

1.2 Purchase Price and Payment. Buyer shall pay to One Hundred Thousand Six Hundred Twenty Seven Dollars and Thirty Cents (\$100,627.30) (\$2.30 psf.) (the "Purchase Price"), of which Three Thousand Five Hundred Dollars (\$3,500) ("Earnest Money Deposit") shall be delivered to Title Services of Blue Valley ("Title Company"), upon execution of this Agreement, and the balance, without interest, shall be payable at Closing, subject to adjustments and prorations as herein provided.

1.3 Closing. The Closing of the purchase and sale of the Property shall take place on or after November 9, 2020 at the Title Company's office located in Seward, Nebraska or at such other time, date and place as the parties may mutually agree (the "Closing").

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

1.5 Title Insurance. Prior to Closing, Seller shall furnish Buyer with a commitment for an owner's policy of title insurance with copies of all easements in the

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

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

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

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

1.9 Survey. N/A.

1.10 Right of First Refusal. From the date of Closing and continuing through December 31, 2022, Buyer shall have a continuing right of first refusal to purchase the lot directly adjacent and to the south of the Property, presently platted as Lot 5, Block B, Replat of Blocks 2 and 3, Seward Rail Campus PUD Original Addition Final Plat and a Portion of the SE ¼ of the SE ¼ of Section 19-T11N-R3E, City of Seward, Seward County, Nebraska ("the ROFR Property") from Seller according to the provisions hereof. In the event that Seller receives an acceptable offer to purchase the ROFR Property (the "Offer") which Seller desires to accept, Seller shall provide written notice to Buyer and provide a copy of the Offer. Within fifteen (15) business days after receiving the Offer, Buyer shall determine whether it desires to purchase the ROFR Property from Seller for a Purchase Price of \$2.30 per square foot and under the balance of the same remaining terms and conditions as set forth in the Offer. In the event that Buyer exercises its right of first refusal, Seller shall enter into an agreement with Buyer to sell the ROFR Property on the same terms and conditions as set forth in the Offer, but with a Purchase Price of \$2.30 per square foot. In the event that Buyer does not exercise its option, Seller may sell the

ROFR Property in accordance with the terms of the Offer; and if Buyer fails to provide any acceptance within such 15-day period, it will be deemed to have failed to exercise such right of first refusal as to such Offer. In the event that Seller's prospective purchaser under the Offer fails to close on the purchase of the ROFR Property in accordance with the terms of the Offer (other than a mutually agreed extension of the Closing Date or non-material changes not affecting the ROFR Property sold or the Purchase Price), Buyer's right of first refusal to purchase the ROFR Property shall continue with regard to any subsequent Offer received by Seller during the term of this Agreement. Seller and Buyer agree that the purchase of the ROFR Property shall be closed within thirty (30) days of Buyer's exercise of the Right of First Refusal. The Closing shall take place at a mutually agreeable title insurance company or closing agent, with Seller and Buyer allocating closing costs in accordance with the bonafide third-party offer or, if unspecified, in accordance with normal and usual allocations for sales of real property in Seward County, Nebraska. This Agreement shall not apply to transfers by way of gift or devise, to or for a party related to Seller, or to any transfer in whole or in part, from such related party to another. For purposes of this exclusion, a "related party" shall include any other governmental subdivision of the Seller. Notwithstanding the foregoing, this Agreement shall continue to bind the ROFR Property and the specific transferee set forth above for its full term. Buyer may, at its own expense, cause this Agreement, or a Memorandum thereof, to be recorded with the Seward County Register of Deeds Office.

## 2. Representations and Warranties.

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

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

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

2.1.3 No Brokerage Agreement. Seller has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Buyer to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby. Seller acknowledges that Kelly R. Hoffschneider of

Hoffschneider Law, P.C., LLO is a licensed real estate broker in the State of Nebraska, but has not been retained in that capacity.

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

2.2.1 Brokerage Agreement. Buyer is represented by Jared Froehlich of NAI FMA Realty, a licensed real estate agent in the state of Nebraska. Seller and Buyer shall split equally the brokerage fee of three percent (3%) of the total purchase price which shall be paid at Closing. Buyer has not entered into any other contract, arrangement or understanding with any other person or firm which may result in the obligation of Buyer or Seller to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby. Buyer acknowledges that Kelly R. Hoffschneider of Hoffschneider Law, P.C. LLO is a licensed real estate broker in the State of Nebraska, but has not been retained in that capacity.

3. Default

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

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

4. Miscellaneous.

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

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

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

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

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

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

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

If to Buyer: IHC Properties LLC  
3301 S 7<sup>th</sup> Street, Suite C  
Lincoln, NE 68502

With a Copy to: Jared Froehlich  
NAI FMA Realty  
1248 O Street, Suite 550  
Lincoln, NE 68508

4.6 Survival and Nonmerger. All terms, conditions, obligations, representations and warranties contained in this Agreement shall survive the execution hereof and the Closing hereunder, including, but not limited to, the execution and delivery of any deed related to the Property to be conveyed hereunder and shall not merge into any deed.

4.7 Time is of the Essence. For purposes of the respective obligations of the parties hereto, the parties agree that time is of the essence in the performance of their respective obligations hereunder.

4.8 Risk of Loss. All risk of loss and damage to the Property or other casualty until Closing is assumed by the Seller.

4.9 Severability. If for any reason whatsoever any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid, as applied to any particular case or in all cases, such circumstance shall not have the effect of rendering such provision invalid in any case as of rendering any other provision of this Agreement inoperative, unenforceable, or invalid.

4.10 Captions. The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions therein, or conditions thereof.

[SIGNATURES ON FOLLOWING PAGES]

**SELLER:**

City of Seward, Nebraska

STATE OF NEBRASKA    )  
                                  )  
COUNTY OF SEWARD    )

By: \_\_\_\_\_  
Joshua Eickmeier, Mayor

ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of October, 2020,  
by Joshua Eickmeier, Mayor of the City of Seward, Seller.

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

**BUYER:**

IHC Properties LLC

By: \_\_\_\_\_  
Troy Bridgford, President

STATE OF NEBRASKA    )  
                                  )  
COUNTY OF LANCASTER)    ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of October, 2020,  
by Troy Bridgford, President of IHC Properties LLC, Buyer.

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

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

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

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

Lot 1, Block B, Replat of Blocks 2 and 3, Seward Rail Campus PUD Original Addition Final Plat and a Portion of the SE ¼ of the SE ¼ of Section 19-T11N-R3E, City of Seward, Seward County, Nebraska

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

**SECTION 3.** The City desires to convey the Property to IHC Properties, LLC.

**SECTION 4.** The City hereby approves the conveyance and transfer of the Property to IHC Properties, LLC in accordance with Nebraska law and the Seward Municipal Code.

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

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

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

CITY OF SEWARD, NEBRASKA

ATTEST:

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

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

(SEAL)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to return both pages of the original document by the filing deadline (October 31) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL  
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE  
TO  
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS  
AND STANDARDS  
2020**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads

Classifications and Standards, the City  Village  of City of Seward  
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has attached to this certification, a copy of the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**



\_\_\_\_\_  
Signature of Mayor  Village Board Chairperson  (Required) (Date)

\_\_\_\_\_  
Signature of City Street Superintendent (Optional) (Date)

**Return the completed original certification and resolution by October 31, 2020 to:**

Nebraska Board of Public Roads Classifications and Standards  
PO Box 94759  
Lincoln NE 68509

RESOLUTION NO. 2020-

SIGNING OF THE  
MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM  
2020

WHEREAS: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards;

WHEREAS: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body of the municipality authorizing the signing of the certification form.

**Be it resolved** that the Mayor of City of Seward is hereby authorized to sign the attached Municipal Annual Certification of Program Compliance form.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020 at Seward, Nebraska.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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

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

(SEAL)



September 24, 2020

City of Seward  
Attn: Mr. Greg Butcher, City Administrator  
537 Main Street, P.O. Box 38  
Seward, Nebraska 68434-0038

Re: AMI Electric and Water Meters  
Seward, Nebraska  
Olsson Project No. 019-2746

Dear Mr. Butcher:

On Thursday, April 23, 2020, bids were received for the above-mentioned project. This letter summarizes the bids received and provides the City Council our recommendations for making an award on the project. A bid evaluation summary has been prepared for the project and is enclosed for your reference. A total of five (5) bids were received, with variation between water only, water and/or electric, or combined systems. After a review of the original and subsequent information provided by each bidder, it is recommended that the City proceed with the following bid awards, which will result in separate metering systems for the City's water and electric utilities.

Water metering system: Since the City's existing water meters/radio end points are provided by Badger, and a new drive-by system was recently purchased and implemented, it is recommended that the City remain with Badger, for their bid price of \$629,555. These radio endpoints will be installed by the City at the rate of 1/3 (just over 1,000) per year.

Electric metering system: Aclara has proposed a hybrid system, which will allow the City to slowly transition from their existing NPPD system to a City managed protocol. The City is already familiar with this system. Installation of automatic metering infrastructure (AMI) collectors and infrastructure will be included in the first portion of the roll out. Meters will be replaced by the City. The hybrid electrical metering system was for an alternate bid price of \$838,505.24.

Both meter providers were contacted regarding their initial bid prices, and both responded that the original bid prices were still valid. The total price for both systems is \$1,468,110.24.

Olsson considers the listed Contractors to be responsive and responsible bidders. It is our recommendation that an award should be made to the appropriate bidder for the stated amounts. Please feel free to contact us with any additional questions that you may have. I can be reached at 402.458.5671, or [creinsch@olsson.com](mailto:creinsch@olsson.com).

Sincerely,

A handwritten signature in black ink that reads "Craig Reinsch". The signature is written in a cursive, flowing style.

Craig Reinsch, PE

Encl.

<u>Financial Factors (1.0)</u>	<b>Metering and Technology Solutions Badger</b>	<b>Core and Main Sensus</b>	<b>Dutton Lainson Itron</b>	<b>Advanced Metering Infrastructure Landis + Gyr</b>	<b>Aclara (Bid)</b> -	<b>Aclara (Alternate)</b>
Bid Section 1 (Electric)		\$683,473.68	\$344,533		\$830,505.24	
Alternate Bid Section 1A (installation)		\$196,369.89	No bid		\$126,699.77	
Bid Section 1 (Electric) and 1A		\$879,843.57	\$344,533	No bid	\$957,205.01	
		separate installer contract (\$392,739.78 for both water and electric); divided in half				
Alternate Bid Section 1B (2 years)		\$364,987.00	\$81,540		\$130,500.76	
Bid Section 1 (Electric) and 1B	No bid	<b>\$1,048,460.68</b>	\$426,073	No bid	\$961,006.00	
Bid Section 2 (Water)	\$629,555	\$622,244.08	\$584,455		\$832,836.04	
Alternate Bid Section 2A (installation)	No bid	\$196,369.89	No bid		\$130,515.94	
Bid Section 2 (Water) and 2A	\$629,555	\$818,613.97	\$584,455	No bid	\$963,351.98	
		separate installer contract (\$392,739.78 for both water and electric); divided in half				
Alternate Bid Section 2B (2 years)	No bid	\$364,987	\$81,540		\$134,431.42	
Bid Section 2 (Water) and 2B	\$629,555	<b>\$987,231.08</b>	\$665,995	No bid	\$967,267.46	
Bid Section 3 (Combined)		\$1,048,461.68	\$928,988	\$990,592	\$1,390,301.40	
Alternate Bid Section 3A (installation)		\$420,231.57	No bid	No bid	\$498,094.12	
Bid Section 3 (Combined) and 3A		\$1,468,693.25	\$928,988		\$1,888,395.52	
Alternate Bid Section 3B (2 years)		\$791,203.60	\$81,540		\$493,357.68	
Bid Section 3 (Combined) and 3B	No bid	<b>\$1,839,665.28</b>	\$1,010,528		\$1,883,659.08	
Aclara Alternate Bid (move existing Aclara software from NPPD to a Hosted Aclara solution for electric and water) Aclara to install an RF solution with Seward support with an RF umbrella over entire service area. Use existing TWACS AMI System and move electric or water to a hybrid TWACS/RF solution over time.					Hybrid Infrastructure Electric Water not included Total	\$287,447.58 \$557,466.13 <b>(\$6,408.47)</b> <u>\$838,505.24</u>

September 21, 2020

Honorable Mayor and City Council  
City of Seward  
P.O. Box 38  
537 Main Street  
Seward, NE 69434

We are pleased to confirm our understanding of the services we are to provide the City of Seward for the year ended September 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Seward as of and for the year ended September 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Seward's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Seward's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Seward's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted

**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  
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EMAIL [cpa@gicpas.com](mailto:cpa@gicpas.com)

in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards.
- 2) Combining Balance Sheets – Nonmajor Funds.
- 3) Combining Statement of Revenues and Expenditures – Nonmajor Funds.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of the City of Seward. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are

unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial

statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Seward's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Seward's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Seward's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes and maintaining depreciation schedules of the City of Seward in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based

on information provided by you. We will also assist in preparing the budget of the City of Seward in conformity with the cash basis of accounting based on the information you provide. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, related notes, and depreciation schedule services previously defined. 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.

### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government

involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on November 17, 2020 .

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such

changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Seward; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of AMGL, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulatory agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of AMGL, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulatory agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately November 18, 2020 and to issue our reports no later than February 28, 2021. Marcy J. Luth, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our maximum fee, including out-of-pocket expenses, for the work as described in this proposal to provide professional services for the fiscal year ending September 30, 2020 will be:

Audit the City's financial statements	\$ 28,700
Single Audit, in accordance with Uniform Guidance, if necessary	2,800
Audit of Seward Library Foundation	<u>1,800</u>
Total	\$ <u>33,300</u>

Additional services will be billed at our standard hourly rates.

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.

Please keep in mind that the cost is directly related to the amount of time spent and understand that we will make every effort to keep our time at a minimum while not sacrificing the standard of

Honorable Mayor and City Council  
City of Seward  
September 21, 2020  
Page 9

work that is required to ensure that a meaningful report is issued. We are dedicated to the principle of offering timely, professional services at the lowest possible cost. In that light, please understand that our estimate of cost is based on this philosophy and that if time requirements are less than projected, the cost will be proportionately smaller and vice versa.

Should we become involved in a regulatory agency investigation or judicial proceeding as a result of this engagement, and are not determined to be liable, you agree to indemnify and hold us harmless with respect to all expenses, costs, legal fees and charges for the time of our people incurred in connection therewith.

We look forward to providing the services described in this letter, as well as other accounting services agreeable to us both. In the unlikely event that any differences concerning our services or fees should arise that are not resolved by mutual agreement, we both recognize that the matter will probably involve complex business or accounting issues that would be decided equitably to both parties by a judge hearing the evidence without a jury. Accordingly, you and we agree to waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services or fees.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2017 peer review report is available on the AICPA website.

We appreciate the opportunity to be of service to the City of Seward and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you 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  
September 21, 2020  
Page 10

RESPONSE:

This letter correctly sets forth the understanding of the City of Seward.

Signature: \_\_\_\_\_

Title: Mayor

Date: October 6, 2020



# Gehring Construction & Ready Mix Co., Inc.

Mailing Address: 5424 West Meadow Dr.  
Columbus, NE. 68601

Toll Free 1-800-658-4056 Fax 402-564-4478  
[www.gehringconcrete.com](http://www.gehringconcrete.com)



Columbus Plant: 4979 Howard Blvd, 402-564-2841  
Humphrey Plant: 400-5<sup>th</sup> Ave, 402-923-1080

## Change Order Request #2

To: Schemmer Company  
Attn: Matthew Shimerdla  
Project: Waverly Road Improvements  
Owner: City of Seward NE.

Add Item to Group A work as follows;

- Construct Area Inlet in field east of N 4<sup>th</sup> Street as shown on revised plan. = \$3,350.00

Note. The qty of 15” Type 7 Pipe used for this inlet will be included in the existing bid item qty as overrun.

Gehring Construction & Ready Mix Co.  
Sincerely, Stephen Anderson  
Title Sales Manager  
Date 9/22/20

Accepted by;  
City of Seward  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

# CHANGE ORDER NO.

TWO

**Location:**

Waverly Road Hwy at Plum Creek Bridge

**Project Description:**

City of Seward  
Project - Waverly Road from Hwy 15 to 252nd S  
Project # 06821.003

**Contractor:**

Gehring Construction

**Owner:**

City of Seward

**To:** Gehring Construction  
5424 West Meadow Drive  
Columbus, NE 68601

**Date:** 9/22/2020

You are hereby ordered to make the following changes in the construction plans and specifications for the above designated project:

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***1. Revise or Add (\*) the Following Items:***

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1. \* Construct Area Inlet 1 each

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***2. Reason for ordering the change is as follows:***

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1. The area inlet was constructed in the field east of 4th Street and north of Waverly Road. The low spot is located at the end of a swale in the field. This area inlet drains this field into the constructed storm sewer system.

**3. Settlement for the cost of the above change is to be made as follows:**

ITEM NO.	DESCRIPTION	AMOUNT	UNIT	PRICE	DECREASE	INCREASE
	Construct Area Inlet	1	EA	\$3,350.00		\$3,350.00

**Net Change:** 0.00 \$3,350.00

**4. Summary of Costs:**

TOTAL DECREASE THIS CHANGE ORDER:	0.00
TOTAL ALL PREVIOUS CHANGE ORDERS:	\$8,811.00
TOTAL CONTRACT ADJUSTMENT:	\$12,161.00
ORIGINAL CONTRACT SUM:	\$3,643,135.32
NEW TOTAL CONTRACT COST:	\$3,655,296.32

**5. Extension of Calendar Days:**

**TOTAL ADDITIONAL WORKING DAYS:** NA

NOTE: This Change Order is not effective until signed by the Owner.

Approved by:

**Owner:** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

Agreed to by:

**Contractor:** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

Approved by:

**Engineer:** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

street

## CITY ADMINISTRATORS REPORT – 10/6/20

- Drafted second round DTR documents.
- Unified Command Team Meetings with Four Corners Health (weekly).
- Monitoring a number of street projects (East Seward Street, Waverly Road, Karol Kay).
- AMI project finalization with Olsson, Electric Dept., and Water Dept, final bid recommendations.
- Covid-19 response to inquiries and issues.
- Met with Electric Department to discuss employee targets and goals.
- Assisted with Civil Service Police Chief candidate interviews.
- Continuing to prepare for 2<sup>nd</sup> round of Police Chief Interviews.
- Finalizing targets for past 6 month period and upcoming 6 month period.
- Met with all Department Heads to review targets and discuss management items and needs.
- Met with the Chair of the Safety Committee to begin meetings and assessments.
- Met with Committees on the Four Corners Maternal Health Grant – working on Parks and Rec equipment checkout system and installation of trail equipment and activities.
- Met with developer to review potential new development.
- Met with local refuse hauler about issues related to the burnsite and mulch site.

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

### **Police Department**

- Ofc. Peters & Sommerfeld attending a POAN/NSA Conference, Oct. 4-7 in Kearney.

### **Clerk's Office**

- New 6-Month Employee Targets.
- Chief of Police Vacancy Process Continuing.
- Open Enrollment for Supplemental Insurance Coverage.

### **Water/Wastewater Department**

- Water main project on Hwy 15 and walk through.
- Root cutting, jetting and camera video of troubled areas in sewers.
- Finish up winterizing pool this week.
- Power wash channels and clarifiers at wastewater plant.
- UV light seasonal shut down, cleaning, and moved to winter storage.
- Mapping for new water main on 6<sup>th</sup> Street.

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

- Sending out Mayor's Fun Run registration this week.
- Spreading mulch in parks.
- Mowing parks, cemeteries, and golf course.
- Installation for new pool heater.
- Armory Park installation, jeep is being manufactured.

### **Electric Department**

- Set poles between 5<sup>th</sup> & 6<sup>th</sup> from Moffit to Lincoln.
- Work on mapping.
- Spickelmier will be boring to repair streetlights in 3 locations.
- Lincoln Tree this week.

### **Street Department**

- Tree trimming.
- Mowing all right of way and City properties.
- Rock alleys and drag alleys.

**Library**

- Great Plains Communication is here Thursday morning to install data room upgrade.
- Movies will begin showing in person again. There will be a movie showing Thursday at 1:15pm, reservations and masks are required.
- Material ordering.

**Building Inspection/Planning Department**

- Inspections and plan reviews.
- Work with Permit Tech and Building certification testing materials.
- Preparing sidewalk survey map and analysis.
- Property Maintenance complaint follow ups.
- Tiny Home regulation research.

**Engineering**

- Monitor manhole issue for Karol Kay Blvd.
- Develop RFQ and site visit by JEO for WWTP Upgrade.
- Seward Rail Campus: Levander plan review, plat edits, storm sewer cost estimate, Van Kirk bond release.
- Pavers Inc. bond release for Columbia Overlay.
- Bid questions for WWTP Outfall.
- As builts and monitoring on Hwy 15 Water Main.
- Preliminary results, remaining 20% of Sidewalk Survey.

**Finance Department**

- September Financials for the City.
- Prepare for the audit on Nov. 18 & 19.
- Budget documents sent to department heads, posted on website.