



CITY OF SEWARD
City Council
Regular Meeting
Agenda

Tuesday, May 4, 2021

7:00 PM

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

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, May 4, 2021, in the Council Chambers, 142 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

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

ROLL CALL

MINUTES

1. Draft Minutes of April 20, 2021

April 20, 2021

The Seward City Council met at 7:00 p.m. on Tuesday, April 20, 2021, with Mayor Joshua Eickmeier presiding and Administrative Assistant Mindy Meier recording the proceedings. Upon roll call, the following Councilmembers were present: Jonathon Wilken, Sid Kamprath, Jessica Kolterman, Karl Miller, John Singleton, Chris Schmit, Alyssa Hendrix. Absent: Ellen Beck. Other officials present: City Administrator Greg Butcher, City Attorney Tim Kubert, City Engineer Mike Oneby.

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.

**Councilmember Beck entered the meeting at 7:04 p.m.

1. APPROVAL OF MINUTES OF APRIL 6, 2021 COUNCIL MEETING

Councilmember Schmit moved, seconded by Councilmember Hendrix, that the minutes of the April 6, 2021 City Council meeting be approved.

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

Nay: None

Absent: Singleton. Motion carried.

1-6. CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Reports
2. City Treasurer Report
3. City Codes Director Report
4. Police Department Report
5. Infrastructure Cost Items Reimbursable Back to the City

CLAIMS LIST

4-20-21

April 20, 2021

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.

Ade	Eq, Re	47.48
AKRS Equipment	Eq, Re, Su	374.79
Amazon.Com Credit Service	Su, Bu, Re, Eq	1,355.55
Baker & Taylor	Su	1,866.81
Baldinger Charlotte	Mi	21.28
Barking Dog	Donat	7,212.96
Bizco Technologies	Se, Eq	5,381.82
Black Hills Energy	Ut	1,030.59
Blue To Gold Law Enforce	Trng	318.00
Blue Valley Contracting	Bu, Se	473.00
Border States Industries	Su, Re	2,170.81
Bridgestone Golf	Su, Misc	489.26
Burlington Northern Santa	Misc	569.64
Capital City Concepts LLC	Misc	14,000.00
Carroll Construction Supp	CI	4,572.11
Chemsearch	Oi	450.00
City Seward General Fund	Misc	306,301.34
City Seward Library Petty	Su, Misc	243.21
City Seward Merchant Serv	Su, Misc	3,247.58
City Seward Payroll Accou	Payroll	162,927.49
City Seward Perpetual Fund	Cem Fees	150.00
Diamond Vogel Paint Center	Su, Ma	838.85
Ehlers Electronics	Su	127.50
Exchange Bank	Misc	3,300.00
Farmers Coop Seward	Re, Oi, Ma, Se	6,105.74
Fast Mart	Oi	61.17
Fastenal Company	Su	129.39
First Wireless Inc	Re	108.00
Fleek Kelli	Misc	30.00
Foreup Golf Software	Misc	455.00
Galls LLC	Eq, Un	375.40
Gerhold Concrete Co Inc	Gu	912.00
Hach Company	Su	947.67
Halls Safety Equip Corp	Su	256.20
Harms Amy	Misc	35.00
Hawkins Inc	Su	1,021.91
Hochstein Jared	Misc	26.86
Home Depot Pro	Su	168.62
Husker Electric Supply Co	Su	2,633.35
Interstate All Battery Ce	Re, Bu	49.20
J E O Consulting Group In	CI, Se	2,933.45
Jackson Services Inc	Su	53.50
Jones Bank	Eq	27,375.78
Jr'S Bobcat Service	Re, Gu	15,444.19
K & Z Distributing	Su	515.16
Kach Investments	Se	1,200.00
Konica Minolta Business	Ma	16.21
Lincoln Winwater Works	Re	150.00
Lynn Peavey Co	Su	167.00
Mccright Sheena	Misc	30.00
Mellen & Associates Inc	CI	17,900.00

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Memorial Health-Drug	Se	140.00
Menards North	Su	131.65
Metering & Technology Sol	Re, Bu	1,643.52
Meysenburg Ray	Se	1,200.00
Mid-American Benefits Inc	Ins	215.14
Midwest Auto Parts	Re, Oi, Ma, Se	76.92
Midwest Automotive	Re	954.94
Midwest Laboratories Inc	Se	1,250.33
Midwest Service & Sales	Re	348.19
Ne Environment & Energy	Mbrsp	150.00
Nebraska D A S Acct Ocio	Se	969.00
Nebraska Equipment Inc	Gu	192.31
Nebraska Municipal Power	Mbrsp	2,599.56
Nebraska Pub Pow-Desmoine	Se	394,106.39
Nebraska Rural Water Asso	Mbrsp	275.00
Newquist Marie	Misc	30.00
Niemann'S Port-A-Pot Llc	Re, Gu	475.00
Norris Public Power Distr	Ut	861.27
O'Keefe Elevator/Thyssen	Re, Bu	14,377.14
Olsson	Se	8,107.54
One Call Concepts Inc	Su, Un	102.28
O'Reilly Automotive Inc	Su, Re, Oi	321.47
Orscheln Farm & Home	Su, Gu, Oi, Re	1,098.24
Pac 'N' Save Discount Foo	Gu, Su, Re	457.84
Pace Analytical Services	Su	791.00
Premier-Midwest	Inv	71.01
Quality Brands Of Lincoln	Su	628.10
Right On Site	Misc	420.00
Rose Equipment Inc	Re	2,162.84
Sam'S Club (Lib-Rec-Pool)	Su	214.84
Seward County Clerk/Reg D	Misc	170.00
Seward County Independent	Misc, Se, Su	1,410.92
Seward County Treasurer	E911 Comm Cntr	19,217.17
Seward Lumber & Home Cent	Gu, Bu, Su	1,481.84
Seward Public Schools	Fines, Fees	1,390.70
Seward Wind LLC	Ut	45,821.46
Shrum Megan	Misc	30.00
Siteone Landscape Supply	Gu	2,354.30
Spickelmier & Son Inc	Su	1,045.00
Sports Express	Un, Su	913.74
St P J Supply Inc	Su	61.95
State Distributing Co	Su	165.50
Steinmeyer Zach / Crystal	Misc	30.00
Van Kirk Bros Contracting	Ci	28,473.23
Verizon Wireless	Se	363.19
Village Of Adams	Misc	100.00
Visa - Pinnacle Bank		1,788.99
Annie's Publishing	Su	59.97
Bluestem Network	Ut	115.00
BookPage	Re, Bu	354.00
Collaborative Summer	Misc	195.87
Demco	Su	156.34
Genesis Graphics	Misc	178.40
Harlequin	Su	37.24
Harlequin sales tax credit	Su	-2.44
Menards	Su	63.70
National Audio	Su	172.84
State of NE Elevator Ins	Se	120.00

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Thyssendrupp Elevator	Se	188.00	
Walmart	Re, Bu	42.79	
Walmart	Misc	30.00	
Walmart	Su	61.25	
Zoom	Se	16.03	
Von Kampen Kathleen	Misc		30.00
Wesco Distribution Inc	Su		386.81
White Cap	CI		190.82
Windfield Solutions Llc	Se		3,490.00
Windstream Nebraska Inc	Se		1,900.52
York County Emergency M	Misc		6.40
York Equipment	Eq		71,826.96
Zimco Supply Co	Gu, Su		5,634.35
Zywiec Heidi	Misc		30.00
	CLAIMS TOTAL		\$1,219,256.24

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

Nay: None

Absent: Singleton. Motion carried.

PUBLIC HEARINGS

1. PUBLIC HEARING - 7:00 PM - PUBLIC HEARING CONCERNING THE EXISTING CDBG DOWNTOWN REVITALIZATION GRANT - PROJECT CLOSEOUT

City Administrator Butcher stated this is the formal requirement to any CDBG Grant that you have a project opening and project closing hearing. This is the project closeout. There were many projects that were completed with these grants. They plan to reapply for the next round in August or as soon as they are offered again by the Department of Economic Development.

Tom Bliss, 2100 Fletcher Ave, Ste. 100, Lincoln, NE, Executive Director of Southeast Nebraska Development District (SEND) informed this is the 2nd phase of the Downtown Revitalization Project. Phase 1 was the planning phase. Phase 2 is implementation. If there is a 2nd round of these grants that will be Phase 3. If the City applies for these grants, now is the time to revisit the guidelines. The City of Seward was awarded \$350,000 in 2017 CDBG funds to implement a commercial rehabilitation and façade improvement program. The project meets the national objective of prevention of elimination of slum or blight conditions. Of the CDBG funds \$307,000 was used for Commercial Rehabilitation, \$35,000 for Project Administrative costs and \$8,000 for Construction Management.

Mayor Eickmeier opened the public hearing. With no public comments, Mayor Eickmeier closed the public hearing.

ADMINISTRATIVE ITEMS

1. PRESENTATION BY SEWARD WELLNESS CENTER COMMITTEE

Jana Hughes, 1825 Deer Run Dr., Seward School Board, and Matt Dominy, 1970 Rainbow Ave., Director of Curriculum for Seward Public Schools, spoke on behalf of the Seward Wellness Center Committee. They came to present information about having a Seward Wellness Center. A year ago, the City of Seward received a grant through Four Corners Health Department through the State of Nebraska it was specific in getting kids age 6-17 more active. Through the summit, the Wellness Center had the most interest. A social media survey was put together on what people would want in a Wellness Center. Over

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300 people participated in this survey. The SCCDP has also identified the Wellness Center as one of their top five priorities. The Seward Public Schools updated their strategic plan a couple of years ago making mental and physical health a priority. The Wellness Center would also provide before and after school childcare for elementary age kids.

They would like to have a five-acre site for this center. The center could be housed on a 3.2-acre site with a parking lot, however with five acres it could have a Phase 2 expansion for an indoor field house. However, at this time they want to only have the building and the parking lot done. If they have the center located on a 3.2 acre lot, the building and parking lot is all that would encompass. They would like the location of the facility to be near Seward Middle School, so that people could get on Plum Creek Trail anywhere in Seward and get to the center safely without having to cross major roads. This location would also be in walking distance to all the schools.

The budget for this center would be anywhere from 8-10 million dollars. The difference in price depends on the site they settle on. They have a fundraising plan that includes receiving 2-3 million locally through private donors, sponsorships and pledges. If they secure those funds that lends them 2-3 million dollars through private donations and grants. Then they would like to do a private partnership with the City for the other half of the budget. They would like the center to be City run. If not, a board would oversee the Wellness Center and they would hire a management firm to come in and run it.

They are asking to use the non-use tax authority that Seward has currently at 7% to consider moving it to 7.5% sales tax. An interlocal agreement would have to be made with the county. This tax authority would have to go to a vote by the citizens of Seward.

City Administrator Butcher advised the additional ask of the sales tax that the interlocal authority state legislature gave years ago that now York, David City, Crete, Beatrice and Lincoln have all utilized to cover projects like fire stations, police stations and pools. There is no formal action tonight. This is the presentation of the findings, the planning grants that are available and where the committee would like the council to move this project along in the future.

2. PRESENTATION BY SEWARD TRAIL KIOSK COMMITTEE

Jonathan Jank, 1129 Plainview Ave, Seward County Chamber & Development Partnership (SCCDP), and interns from Concordia University, Nebraska (CUNE) spoke on behalf of the Seward Trail Kiosk Committee. They came to present the Seward Trails Activities Plan. In 2019, Four Corners Health Department reached out to SCCDP, Seward Public Schools, MHCS and City of Seward leaders regarding a grant opportunity for Seward that focused on making it easier for youth age 6-17 to be more active. Through these grant funds two community health/wellness summits were hosted. The Seward Trail Activities is another high priority of the summit. The current trail (Plum Creek Trail) is 2.7 miles and with the addition it would be about 7.5 miles. They are looking at putting kiosks, locations for exercise, dog waste stations and bike repair stations throughout the trail. The budget for these trail activities is anywhere from \$3,675 to \$32,600. The difference in price varies on building or buying new stations as well as how many stations are built. They would ask individuals and businesses to sponsor the trail activities.

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City Administrator Butcher advised they are only presenting this project at this time.

3. ORDINANCE AMENDING THE SEWARD MUNICIPAL CODE, CHAPTER 205 ALCOHOLIC BEVERAGES, ARTICLE 2.18 HOUR OF SALE; TO AMEND HOURS OF SALE BETWEEN 6:00 A.M. TO 2 A.M.

Mayor Eickmeier stated the reason for this change is because the 4th of July is on a Sunday this year. One of the local bars asked if these hours could be addressed by the council since the current hours of sale on Sundays are limited.

Ordinance No. 2021-11 amending the Seward Municipal Code, Chapter 205 Alcoholic Beverages, Article 2.18 Hour of Sale; To Amend Hours of Sale Between 6:00 A.M. To 2 A.M. was adopted.

4. UPDATED JOB DESCRIPTION FOR CIVIC CENTER MANAGER

Councilmember Kolterman moved, seconded by Councilmember Kamprath, that the updated job description for Civic Center Manager be approved.

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

5. UPDATED JOB DESCRIPTION FOR CIVIC CENTER ASSISTANT

Councilmember Kolterman moved, seconded by Councilmember Beck, that the updated job description for Civic Center Assistant be approved.

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

6. ORDINANCE AMENDING THE COMPREHENSIVE PAY PLAN CHANGING THE TITLE FOR THE CIVIC CENTER ASSISTANT

Ordinance No. 2021-12 amending the comprehensive pay plan changing the title of Civic Center Assistant was adopted.

Councilmember Kolterman 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. 2021-11**, "AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 205 ALCOHOLIC BEVERAGES, ARTICLE 2.18 HOURS OF SALE; TO AMEND HOURS OF SALE BETWEEN 6:00 A.M. AND 2:00 A.M. ; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM, **Ordinance No. 2021-12**, "AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO PROVIDE FOR A TITLE CHANGE FOR CIVIC CENTER ASSISTANT; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR A DATE SUCH CLASSIFICATION AND PAY RANGES OF COMPENSATION SHALL BECOME EFFECTIVE; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT, be 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

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of these proceedings and the same as though it were spread at large herein.

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

7. CONSIDERATION OF LETTER AGREEMENT AMENDMENT #1 WITH OLSSON FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO A NEW DOWNTOWN WATER TOWER

Councilmember moved Miller, seconded by Councilmember Hendrix that Letter Agreement Amendment #1 with Olsson for professional engineering services related to a new downtown water tower be approved.

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

REPORTS

1. CITY ADMINISTRATOR'S REPORT

Councilmember Wilken moved, seconded by Councilmember Schmit, that City Administrator Butcher's report of April 20, 2021 be accepted.

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

ANNOUNCEMENT OF UPCOMING EVENTS

April 24 - Seward Cleanup Day
April 26 - SCCDP Business Awards Banquet

MOTION TO ADJOURN

Councilmember Schmit moved, seconded by Councilmember Kamprath, that the April 20, 2021 City Council Meeting be adjourned.

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

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Julie Moody
Deputy Clerk

CONSENT AGENDA

1. Claims & Payables Reports

CLAIMS LIST

5-4-21

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.

AKRS Equipment	Re, Oi, Su	473.92
Altec Industries Inc	Su	378.75
Arps	CI	3,997.50
Bizco Technologies	Se, Su	4,226.15
Blackburn Manufacturing Co	Su	519.25
Blades Group	CI	992.00
Blue Cross Blue Shield Ne	Ins	50,606.04
Bluestem Network LLC	Se	100.00
Border States Industries	Su	84.50
Brecka Joanie	Su	400.00
Callaway Golf	Merch	519.75
Campbell Cleaning	Se	1,000.00
Capital Business-Cheyenne	Re	179.50
Capital Business-Dallas	Se	360.00
Carroll Construction Supp	CI	210.00
Central States Hydraulic	Re	1,810.56
Chase Card Service		5,940.89
LogMeIn Pro 2	Se, Su	374.49
USPS	Su, Se, Su	83.75
Amazon Marketplace	Re, Su	620.44
The Home Depot	Su, Un	96.5
Constant Contact	Se, Misc	20
Phillips	Re	12
Talech	Misc	67
Microsoft	Se	123.6
Wal-mart	Su	248.08
ASCE	Su	16.95
Dragon Palace	Meals	147.5
Pac N Save	Su	7.48
Lou & Mary Anne's Bar Bee	Meals	205.6
Harbor Freight	Gu, Re	23.56
Office Depot	Su	316.39
GoDaddy.com	Misc	27.16
foreUP Golf	Misc	1245.96
Reimers Kaufman	CI	219.61
Easeus.com	Tech	74.85
Sam's Club	Su	210.49
Zoom	Ex	213.89
Flagstore	Su	435.16
Practice Sports	Su	970.49
Advanced Fire & Safety	Re, Gu	180
Minute Book	Credit	-0.06
City Seward Buildings/Gr	Op	3,000.00
City Seward Dowding Pool	Misc	360.00
City Seward Payroll Accou	Payroll	207,232.44
City Seward Petty Cash Fu	Su	94.69
Consolidated Fleet Service	Re	5,665.00
Constellation Newenergy	Ut	7,189.27
Culligan Of Crete	Gu	22.50
Durre Plumbing	Re, Bu, Gu	929.63

Dworak Tim	Ex	90.00
E M C Insurance Companies	Ins, Bonds	1,166.48
Eakes Office Solutions	Su	188.35
Es Opco USA LLC/Veseris	Eq, Re	650.00
Fastenal Company	Su	19.54
G P M - Justin Meader	Se	194.98
General Fire & Safety Equ	Se	119.50
Gerhold Concrete Co Inc	Su	4.20
Great Plains Communication	Se	490.00
Gworks	Tech	3,500.00
H & S Plumbing Heating &	Bu, Gu	958.23
Helmink Printing/Grph Inc	Su	93.00
Hobson Automotive & Tire	Oi	56.00
Hoffschneider Law Pc Llo	Se	4,500.00
Husker Electric Supply Co	Gu	313.44
Hydraulic Equipment Servi	Re	156.33
Johnson Bros Of Nebraska	Su	230.00
Last Mile Network Consult	Tech	75.30
Lee'S Refrigeration	Gu, Re	65.00
Lonestar Construction	Bu, Gu	300.00
Merle'S Garden Center	Gu	11.66
Mid-American Benefits Inc	Ins	616.81
Mid-Iowa Solid Waste Equi	Re	269.22
Midwest Seamless Gutters	Re, Bu, Gu	1,044.00
Miller Seed Co	Su, Gu	1,448.61
Morse Laurie	Su	137.70
Nebraska Equipment Inc	Re	65.19
Nebraska Health Environme	Se	336.00
Norris Public Power Distr	Ut, Su	935.36
O'Keefe Elevator/Thyssen	Se	2,086.32
Olsson	Se	3,437.63
Oneby Michael	Ex	90.00
O'Reilly Automotive Inc	Su, Un, RE	45.93
Orscheln Farm & Home	Su, Re, Su, Un, Gu	1,854.97
Pac 'N' Save Discount Foo	Meals	4,920.00
Pekarek Megan	Misc	9.00
Pitney Bowes Inc	Se	105.00
Principal Financial Group	Ins	2,094.96
Quality Brands Of Lincoln	Su	290.69
Quill Corp	Su	197.46
Resco	Inv	33,710.00
Sam'S Club (Lib-Rec-Pool)	Su	290.44
Sargent Drilling Inc	Re, Ma, Bu, Gu	300.00
Security Equipment Inc	Re, Ma, Bu, Gu	383.40
Serie Jason	Misc	500.00
Seward Electronics	Su	158.59
Sports Express	Un, Su	114.60
State Distributing Co	Su	116.25
Time Warner Cable	Se	748.54
Total Fire & Security Inc	Se	245.00
Total Tool Supply Inc	Su, Un	398.66
U S Cellular	Se	260.44
Uribe Refuse Services Inc	Su, Ma	600.00
Verizon Wireless	Se	304.85
Wesco Distribution Inc	Inv	1,203.75
White Cap	CI	167.04
Zimco Supply Co	Gu	929.85
	CLAIMS TOTAL	<hr/> \$369,890.61

2. Infrastructure Cost Items Reimbursable Back to the City

CONFIRMATION OF MAYOR APPOINTMENTS

1. Appointment of Derek Bargmann as Seward City Clerk/Human Resources Director

DEREK BARGMANN

Master of Public Administration

PERSONAL PROFILE

I am a deeply motivated and dedicated public servant with experience at City Hall and in Higher Education. My high level of education coupled with advanced knowledge of grants management, punctilious history as a record custodian and gregarious communicative traits allow me to be an effective and unifying employee. I am particularly excited about this position because it would allow an opportunity to positively serve and influence my community.

AREAS OF EXPERTISE

- Grants / Contracts Management
- Financial Reporting / Invoicing
- Records custodian
- Organization (300+ current projects)
- 2 CFR 200 and other federal Regulations
- Financial Management Software
- CivicPlus website management
- CDBG grants
- Communication with highly esteemed or elected officials

AREAS OF LEADERSHIP

- Member of Church Advisory Board of Mercy City Church, Lincoln, NE
- Member of Finance Team, Mercy City Church, Lincoln, NE
- City Group Leader at Mercy City Church, Lincoln, NE
- Member of Mercy City Seward launch team (April 2021)

OTHER RELEVANT INFORMATION

- Completion of FEMA ICS Courses, served in role as part of the Town of Fort Myers Beach Emergency Plan (Procurement)
- Attended past meetings regarding TIF funding, so baseline understanding

CAREER HISTORY

Project Specialist II (March 2014 - Pres.)
University of Nebraska-Lincoln, Office of Sponsored Programs

- Perform post-award management activities for 300+ grants, contracts, and gifts awarded to the University. This includes management of multi-year awards from start to end with differing budgets (hundreds-millions), reporting, invoicing.
- Complete financial reports, submit budgetary information, and send invoices as required by the Sponsor; Assist with cash handling
- Advise and assist Professors, Deans, and Departmental staff in how to navigate 2 CFR 200 requirements as well as other terms/conditions of award

Deputy Town Clerk/Contracts Manager (June 2012 - Feb 2014)
Town of Fort Myers Beach, FL

- Coordinated and managed Town procurement activity including the preparation/issuance of invitations to bid and requests for proposals, led the Selection Advisory Committee, and managed contracts.
- Coordinated all operations of the Town advisory committees including terms of office, openings, notices, minutes transcription and record keeping; Prepared all Council meeting materials and assisted with broadcasts of Council meetings.
- Assisted Town Clerk with public record requests and maintained/updated the Town website. Served as notary public.

Development Specialist (Sept 2011 - Feb 2012)
Southeast Nebraska Economic Development District

- Authored and co-authored federal grant proposals for four-county region.
- Identified and initiated conversations concerning strategic planning and potential grant opportunities by frequenting service-area town council meetings and communicating often with council members.
- Administered open grants, maintained budget/finances and managed grant reporting.

ACADEMIC BACKGROUND

University of Nebraska-Omaha
Master of Public Administration | August 2012 - December 2015

- Graduated with 3.945 GPA
- Capstone: Comprehensive Emergency Management and Nebraska's Local Programs
- Member of Pi Alpha Alpha Honor Society

University of Nebraska-Lincoln
BS in International Business; German (minor) | August 2006 - December 2010

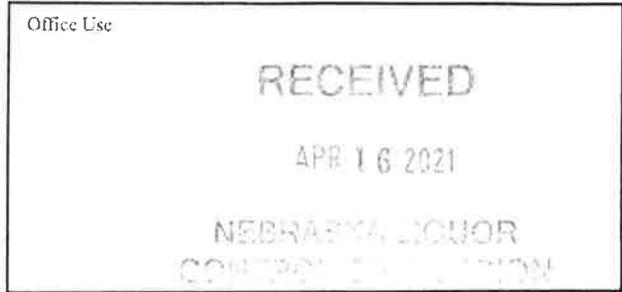
- Graduated with 3.56 GPA
- Completed German language study abroad in Berlin, Germany (2009)

ADMINISTRATIVE ITEMS

1. Recommend Angela Coffey as Manager of Git N Split, 536 Roberts Street, Retail Class C Liquor License - City Administrator Butcher

**MANAGER APPLICATION
INSERT - FORM 3c**

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



MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: GNS CORPORATION

Premise information

Liquor License Number: 027759 Class Type D (if new application leave blank)

Premise Trade Name/DBA: Git N Split

Premise Street Address: 536 Roberts Street

City: Seward County: Seward Zip Code: 68434

Premise Phone Number: 402-643-3890

Premise Email address: suesmetter@gitnsplit.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

Sue A. Smetter

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Coffey First Name: Angela MI: L
Home Address: 12205 W. Bluff Road
City: Malcolm County: Lancaster Zip Code: 68402
Home Phone Number: 402-416-6112
Driver's License Number & State: [REDACTED]
Social Security Number: [REDACTED]
Date Of Birth: [REDACTED] Place Of Birth: Lincoln, Nebraska
Email address: discountcity82@gmail.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: Mundt-Coffey First Name: Jennifer MI: L
Social Security Number: [REDACTED]
Driver's License Number & State: [REDACTED]
Date Of Birth: [REDACTED] Place Of Birth: Lincoln, Nebraska

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Malcolm, Ne.	2004	Present	Waverly, Ne	2006	2009
			Lincoln, Ne	2009	2010
			Malcolm, Ne	2010	Present

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1989	Present	GNS Corporation	Larry Coffey	402-475-1101

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Angela Coffey	10-20-06	Lincoln, NE	DUI	12 mo probation, \$400 fine
				Operators license suspended
Angela Coffey	9-23-08	Malcolm, NE	Poss of Drug	\$100.00 fine
			Paraphernalia	
Angela Coffey	??	Lincoln, NE	speeding	Fine

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

Discount City 5560 S. 48th, Lincoln Ne 070992

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
ANGELA COFFEY	02/2020	Hospitality Class
ANGELA COFFEY	2-13-20	State Alcohol certificate
ANGELA COFFEY	2-13-20	Lincoln city alcohol certificate

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Angela Coffey	1989 to	5560 South 48th Street
manager/supervisor	Present	Lincoln, Ne
		License issued 4/2006
		070992

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.


Signature of Manager Applicant

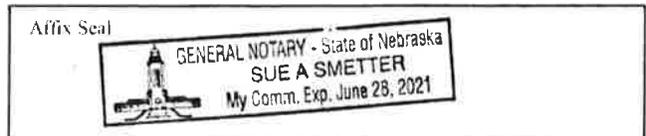

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Lancaster The foregoing instrument was acknowledged before me this

March 29, 2021 by Angela L Coffey Jennifer Murdt Coffey
date NAME OF PERSON BEING ACKNOWLEDGED


Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.



City of Seward
Police Department
Chief Brian W. Peters

148 South 1st Street
Seward, NE 68434
Ph: 402-643-6164 Fax: 402-643-6785

April 22, 2021

Julie Moody
Deputy City Administrator
City of Seward, Nebraska

RE: Liquor License Application – Angela L. Coffey/Git-N-Split (536 Roberts St.)

Julie,

There are no pertinent negative contacts on record with the Seward Police Department regarding Angela L. Coffey. Therefore, we recommend that the liquor license be issued.

Feel free to contact me if you have any questions.

Regards,

Brian W. Peters
Chief of Police

2. Presentation and Acceptance of 2019-2020 Annual Audit - Marcy Luth, AMGL, PC

CITY OF SEWARD, NEBRASKA

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

September 30, 2020

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INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members of the City Council
City of Seward, Nebraska

We have audited the accompanying 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 of the City of Seward, Nebraska, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Seward Airport Authority aggregate discretely presented component unit. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Seward Airport Authority, is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation

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

and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. 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 believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the report of other auditors, the basic financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Seward, Nebraska, as of September 30, 2020, and the respective changes in financial position and cash flows, where applicable, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 5-13 and 66-69 be presented to supplement the 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 do 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.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Seward, Nebraska's financial statements. The nonmajor fund combining statements and the component unit combining statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The nonmajor fund combining statements and the component unit combining statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information described in the first sentence of this paragraph are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 30, 2021, on our consideration of the City of Seward, Nebraska's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Seward's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Seward, Nebraska's internal control over financial reporting and compliance.

AMGL, PC.

Grand Island, Nebraska
March 30, 2021

**CITY OF SEWARD, NEBRASKA
MANAGEMENT'S DISCUSSION AND ANALYSIS
For The Year Ended September 30, 2020**

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Seward, we offer readers of the City of Seward financial statements this narrative overview and analysis of the financial activities of the City of Seward for the fiscal year ended September 30, 2020. For information on the Seward Airport Authority component unit included in these financial statements, please see the separate audit report for the Airport.

Financial Highlights

- The assets of the City of Seward exceeded its liabilities at the close of the most recent fiscal year by \$54,982,964 (*net position*). Of this amount, \$19,176,304 (*unrestricted net position*) may be used to meet the government's ongoing obligations to citizens and creditors.
- As of the close of the current fiscal year, the City of Seward's governmental funds reported combined ending net position of \$25,761,951. Approximately 35.4 percent of this total amount, \$9,111,482, is *unrestricted net position*.
- At the end of the current fiscal year, the General Fund had unassigned fund balance of \$4,227,087, or 89.2 percent of total General Fund expenditures.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City of Seward's basic financial statements. The City of Seward's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains required and supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City of Seward's finances in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City of Seward's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of Seward is improving or deteriorating.

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

CITY OF SEWARD, NEBRASKA
MANAGEMENT'S DISCUSSION AND ANALYSIS, Continued
For The Year Ended September 30, 2020

Both of the government-wide financial statements distinguish functions of the City of Seward that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City of Seward include general government, public safety, highways and streets, economic development, and culture and recreation. The business-type activities of the City of Seward include the Electric, Water, and Sewer Enterprise Funds.

The government-wide financial statements include not only the City of Seward itself (known as the *primary government*), but also legally separate entities, the Seward Airport Authority and the Seward Library Foundation, for which the City of Seward is financially accountable. Financial information for these *component units* is reported separately from the financial information presented for the primary government itself.

The government-wide financial statements can be found on pages 14 and 15 of this report.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Seward, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City of Seward can be divided into two categories: governmental funds and proprietary funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City of Seward maintains seven individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, the Street Fund, and the Debt Service Fund, all of which are considered to be major funds. Data from the other four governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of *combining statements* elsewhere in this report.

CITY OF SEWARD, NEBRASKA
MANAGEMENT'S DISCUSSION AND ANALYSIS, Continued
For The Year Ended September 30, 2020

The City of Seward adopts an annual appropriated budget for its governmental funds. A budgetary comparison statement has been provided for the General, Street, and Debt Service Funds to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found on pages 16-19 of this report.

Proprietary funds. The City of Seward maintains one type of proprietary fund. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City of Seward uses enterprise funds to account for its Electric, Water, and Sewer Funds.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Electric, Water, and Sewer Funds, all of which are considered to be major funds of the City of Seward.

The basic proprietary fund financial statements can be found on pages 20-23 of this report.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 24-65 of this report.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* concerning the City of Seward's budgetary comparison schedules. Required supplementary information can be found on pages 66-69 of this report.

The combining statements referred to earlier in connection with nonmajor governmental funds and the component units are presented immediately following the required supplementary information. Combining and individual fund statements and schedules can be found on pages 70-73 of this report.

CITY OF SEWARD, NEBRASKA
MANAGEMENT'S DISCUSSION AND ANALYSIS, Continued
For The Year Ended September 30, 2020

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Seward, assets exceeded liabilities by \$54,982,964 at the close of the most recent fiscal year.

Summary Statements of Net Position

	September 30, 2020			September 30, 2019		
	Governmental Activities	Business-type Activities	Total	Governmental Activities	Business-type Activities	Total
Current and Other Assets	\$ 10,795,628	\$ 13,151,571	\$ 23,947,199	\$ 8,255,835	\$ 14,463,204	\$ 22,719,039
Capital Assets	22,759,331	27,075,817	49,835,148	19,387,164	25,564,100	44,951,264
Total Assets	<u>33,554,959</u>	<u>40,227,388</u>	<u>73,782,347</u>	<u>27,642,999</u>	<u>40,027,304</u>	<u>67,670,303</u>
Long-term Liabilities	6,340,566	9,073,487	15,414,053	3,112,387	9,986,379	13,098,766
Other Liabilities	1,452,442	1,932,888	3,385,330	947,379	2,049,223	2,996,602
Total Liabilities	<u>7,793,008</u>	<u>11,006,375</u>	<u>18,799,383</u>	<u>4,059,766</u>	<u>12,035,602</u>	<u>16,095,368</u>
Net Position:						
Net Investment in						
Capital Assets	15,416,198	17,165,367	32,581,565	15,876,463	14,694,370	30,570,833
Restricted	1,234,271	1,990,824	3,225,095	1,232,433	1,990,666	3,223,099
Unrestricted	9,111,482	10,064,822	19,176,304	6,474,337	11,306,666	17,781,003
Total Net Position	<u>\$ 25,761,951</u>	<u>\$ 29,221,013</u>	<u>\$ 54,982,964</u>	<u>\$ 23,583,233</u>	<u>\$ 27,991,702</u>	<u>\$ 51,574,935</u>

By far the largest portion of the City of Seward's net position (59.3 percent) reflects its investment in capital assets (land, infrastructure, buildings, machinery, vehicles, and equipment), net of any related debt used to acquire those assets that is still outstanding. The City of Seward uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the City of Seward's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City of Seward's net position (5.9 percent) represents resources that are subject to external restrictions on how they may be used. The remaining balance of *unrestricted net position* (\$19,176,304) may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the City of Seward is able to report positive balances in all three categories of net position, for the government as a whole as well as for its separate governmental and business-type activities.

CITY OF SEWARD, NEBRASKA
MANAGEMENT'S DISCUSSION AND ANALYSIS, Continued
For The Year Ended September 30, 2020

Expenses and Program Revenues - Governmental Activities

<u>Function</u>	<u>Year Ended September 30, 2020</u>		<u>Year Ended September 30, 2019</u>	
	<u>Program Revenues</u>	<u>Program Expenses</u>	<u>Program Revenues</u>	<u>Program Expenses</u>
General Government	\$ 248,739	\$ 474,796	\$ 81,167	\$ 306,775
Economic Development	13,030	647,513	-	330,204
Public Safety	264,702	1,282,940	125,246	1,333,111
Public Works	1,103,604	1,205,909	453,350	1,476,310
Environment and Leisure	967,086	2,086,010	680,988	2,077,062
Interest	-	181,922	-	98,906
Depreciation	-	1,146,852	-	1,107,511
Total	<u>\$ 2,597,161</u>	<u>\$ 7,025,942</u>	<u>\$ 1,340,751</u>	<u>\$ 6,729,879</u>

Revenues by Source - Governmental Activities

SOURCES OF REVENUE

	<u>Year Ended September 30, 2020</u>		<u>Year Ended September 30, 2019</u>	
Charges for Services	\$ 1,107,141	12.03 %	\$ 771,559	9.95 %
Operating Grants and Contributions	661,594	7.19	239,498	3.09
Capital Grants and Contributions	828,426	9.00	329,694	4.25
Property Taxes	1,618,469	17.58	1,556,192	20.07
Motor Vehicle Taxes	165,993	1.80	162,849	2.10
Sales Tax	2,161,079	23.48	1,812,434	23.38
Franchise Tax	1,158,124	12.58	1,151,367	14.85
Occupation Tax	322,364	3.50	357,249	4.61
TIF Proceeds	254,189	2.76	229,227	2.96
State Allocation	821,988	8.93	820,213	10.58
Miscellaneous	1,745	0.02	10,255	0.13
Interest	63,145	0.69	63,213	0.82
Gain on Sale of Assets	40,403	0.44	248,713	3.21
Total	<u>\$ 9,204,660</u>	<u>100.00 %</u>	<u>\$ 7,752,463</u>	<u>100.00 %</u>

Net position increased \$2,178,718 in the governmental funds during the year ended September 30, 2020.

CITY OF SEWARD, NEBRASKA
MANAGEMENT'S DISCUSSION AND ANALYSIS, Continued
For The Year Ended September 30, 2020

Business-type activities. Business-type activities increased the City of Seward's net position by \$1,229,311 for the year ended September 30, 2020. Key elements of this increase are as follows:

Expenses and Program Revenues - Business-type Activities

<u>Function</u>	<u>Year Ended September 30, 2020</u>		<u>Year Ended September 30, 2019</u>	
	<u>Program Revenues</u>	<u>Program Expenses</u>	<u>Program Revenues</u>	<u>Program Expenses</u>
Electric	\$ 9,655,699	\$ 9,388,448	\$ 9,618,095	\$ 9,549,603
Water	2,038,074	1,481,692	1,848,731	1,406,568
Sewer	1,609,991	1,344,545	1,542,147	1,369,333
Total	<u>\$ 13,303,764</u>	<u>\$ 12,214,685</u>	<u>\$ 13,008,973</u>	<u>\$ 12,325,504</u>

Revenues by Source - Business-type Activities

<u>SOURCES OF REVENUE</u>	<u>Year Ended September 30, 2020</u>		<u>Year Ended September 30, 2019</u>	
Charges for Services	\$ 13,297,412	98.91 %	\$ 12,984,490	98.34 %
Operating Grants and Contributions	781	0.01	14,483	0.11
Capital Grants and Contributions	5,571	0.04	10,000	0.08
Interest	122,548	0.91	161,795	1.23
Gain on Sale of Assets	-	-	5,618	0.04
Miscellaneous	17,684	0.13	26,803	0.20
Total	<u>\$ 13,443,996</u>	<u>100.00 %</u>	<u>\$ 13,203,189</u>	<u>100.00 %</u>

Financial Analysis of the Government's Funds

As noted earlier, the City of Seward used fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of the City of Seward's *governmental* funds is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the City of Seward's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City of Seward's governmental funds reported combined ending fund balances of \$9,710,652. Approximately 43.5 percent of this total amount (\$4,227,087) constitutes *unassigned fund balance*, which is available for spending at the government's discretion. The remainder of fund balances is not available for new spending because it has already been 1) restricted to pay debt service (\$732,698), 2) restricted for street projects (\$4,218), 3) restricted for Federal programs (\$17,538), 4) restricted for economic development (\$250,476), 5) placed in a nonspendable endowment for cemetery perpetual care (\$229,341), 6) committed for public safety (\$379,942), 7) committed for sports complex lights (\$30,964), 8) assigned for parks (\$50,464), 9) assigned for cemetery (\$150,601), 10) assigned for

CITY OF SEWARD, NEBRASKA
MANAGEMENT'S DISCUSSION AND ANALYSIS, Continued
For The Year Ended September 30, 2020

unemployment compensation (\$11,941), 11) assigned for street expenses (\$2,729,404), or 12) assigned for budgetary stabilization (\$895,978).

The General Fund is the chief operating fund of the City of Seward. At the end of the current fiscal year, unassigned fund balance of the General Fund was \$4,227,087, while total fund balance reached \$5,746,977. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 89.2 percent of total General Fund expenditures, while total fund balance represents 121.2 percent of that same amount.

The fund balance of the City of Seward's General Fund increased by \$679,919 during the current fiscal year, and the Street Fund increased \$1,882,179.

Proprietary funds. The City of Seward's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the proprietary funds at the end of the year were as follows: Electric Fund - \$4,970,849, Water Fund - \$2,997,148, and Sewer Fund - \$2,096,825. The change in net position for the proprietary funds was as follows: Electric Fund – increase of \$360,841, Water Fund – increase of \$588,092, and Sewer Fund – increase of \$280,378. Other factors concerning the finances of these three funds have already been addressed in the discussion of the City of Seward's business-type activities.

Budgetary Highlights

There was no difference between the original budget and the final adopted budget for the City of Seward.

Capital Asset and Debt Administration

Capital Assets. The City of Seward's investment in capital assets for its governmental and business-type activities as of September 30, 2020, amounts to \$49,835,148 (net of accumulated depreciation). This investment in capital assets includes land, construction in progress, building and system improvements, machinery and equipment, park facilities, roads, highways, and bridges.

Major capital asset events during the current fiscal year included the following:

- Golf course middle pond improvements - \$86,618
- Playground equipment - \$101,304
- 2020 International with dump body for street department - \$160,192
- Construction in progress on rail campus project - \$1,459,540
- Construction in progress on Waverly Road project - \$1,185,222
- Construction in progress on East Seward Street project - \$594,653
- Lincoln Avenue to Hillcrest overlay project - \$192,172

CITY OF SEWARD, NEBRASKA
MANAGEMENT'S DISCUSSION AND ANALYSIS, Continued
For The Year Ended September 30, 2020

- 2019 culvert improvement project - \$80,863
- 30 Club Car golf carts acquired via capital lease - \$148,882
- Kubota tractor with loader and Snake mower acquired via capital lease - \$63,797
- Construction in progress on 6th Street water main project - \$431,416
- Construction in progress on rail campus water improvements - \$163,292
- Construction in progress on rail campus sewer improvements - \$157,237
- Construction in progress on the Waverly Road electrical improvements - \$69,270
- Construction in progress on rail campus electrical improvements - \$1,204,694
- Concordia University electrical service improvements - \$72,417
- 2019 Altec Ford F550 - \$188,025

City of Seward's Capital Assets
(net of depreciation)

	<u>Year Ended September 30, 2020</u>			<u>Year Ended September 30, 2019</u>		
	<u>Governmental</u>	<u>Business-type</u>	<u>Total</u>	<u>Governmental</u>	<u>Business-type</u>	<u>Total</u>
	<u>Activities</u>	<u>Activities</u>		<u>Activities</u>	<u>Activities</u>	
Land	\$ 596,405	\$ 1,931,102	\$ 2,527,507	\$ 596,405	\$ 1,931,102	\$ 2,527,507
Construction						
in progress	4,517,483	3,842,414	8,359,897	1,259,759	1,408,502	2,668,261
Infrastructure	7,226,384	-	7,226,384	7,141,157	-	7,141,157
Buildings	8,189,054	815,833	9,004,887	8,236,740	843,846	9,080,586
Equipment	2,230,005	1,193,628	3,423,633	2,153,103	1,101,575	3,254,678
Distribution						
Systems	-	19,292,840	19,292,840	-	20,279,075	20,279,075
Total	<u>\$ 22,759,331</u>	<u>\$ 27,075,817</u>	<u>\$ 49,835,148</u>	<u>\$ 19,387,164</u>	<u>\$ 25,564,100</u>	<u>\$ 44,951,264</u>

Additional information on the City of Seward's capital assets can be found in Note C4 on pages 47-50 of this report.

Long-term debt. At the end of the current fiscal year, the City of Seward had total long-term debt outstanding of \$17,253,583. Of this amount, \$6,775,000 comprises debt backed by the full faith and credit of the government. The remainder of the City of Seward's debt represents bonds and notes secured solely by specified revenue sources (i.e., revenue bonds and notes payable and capital lease obligations).

CITY OF SEWARD, NEBRASKA
MANAGEMENT'S DISCUSSION AND ANALYSIS, Continued
For The Year Ended September 30, 2020

City of Seward's Outstanding Debt

	<u>Year Ended September 30, 2020</u>			<u>Year Ended September 30, 2019</u>		
	<u>Governmental</u>	<u>Business-type</u>	<u>Total</u>	<u>Governmental</u>	<u>Business-type</u>	<u>Total</u>
	<u>Activities</u>	<u>Activities</u>		<u>Activities</u>	<u>Activities</u>	
General Obligation						
Bonds	\$ 5,769,550	\$ 30,450	\$ 5,800,000	\$ 1,344,600	\$ 75,400	\$ 1,420,000
Highway Allocation						
Bonds	805,000	-	805,000	1,355,000	-	1,355,000
Public Safety						
Bonds	170,000	-	170,000	210,000	-	210,000
Revenue Bonds	-	9,880,000	9,880,000	-	10,745,000	10,745,000
Note Payable	131,478	-	131,478	181,664	-	181,664
Capital Leases	467,105	-	467,105	419,437	49,330	468,767
Total	<u>\$ 7,343,133</u>	<u>\$ 9,910,450</u>	<u>\$ 17,253,583</u>	<u>\$ 3,510,701</u>	<u>\$ 10,869,730</u>	<u>\$ 14,380,431</u>

The City of Seward's total debt increased by \$2,873,152 (20.0 percent) during the current fiscal year, as the City issued \$4,725,000 of Series 2020 General Obligation Street and Refunding Bonds which provided approximately \$4.2 million of new funding for street projects.

Additional information on the City of Seward's long-term debt can be found in Note C6 on pages 51-58 of this report.

Economic Factors and Next Year's Budgets and Rates

The City's Enterprise Funds maintained strong cash positions and the City has been able to keep up with the increasing costs of operations.

- Property tax asking for the year ending September 30, 2021 of \$1,737,997 is \$108,987 (6.7 percent) higher than the prior year. The property valuation also increased 6.7 percent over the prior year.
- At September 30, 2020, the City had a contractual commitment of \$243,807 on the 6th Street water main project, which is expected to be completed in December 2020. The City also had a contractual commitment of \$342,166 on the outfall relocation project expected to be completed by May 2021.
- At September 30, 2020, the City had contractual commitments totaling \$3,492,835 on three street construction projects with expected completion by December 2021.

All of these factors were considered in preparing the City of Seward's budget for the 2021 fiscal year.

Request for Information

This financial report is designed to provide a general overview of the City of Seward's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City Clerk, City of Seward, 537 Main Street, P.O. Box 38, Seward, NE 68434.

CITY OF SEWARD, NEBRASKA
STATEMENT OF NET POSITION

September 30, 2020

	Primary Government			Component Units
	Governmental Activities	Business-type Activities	Total	
ASSETS				
Current assets:				
Cash and cash equivalents	\$ 6,792,998	\$ 5,071,281	\$ 11,864,279	\$ 236,124
Certificates of deposit	434,463	3,648,997	4,083,460	83,845
County treasurer cash	128,097	-	128,097	12,640
Investments	-	-	-	48,612
Receivables:				
Property tax	38,578	-	38,578	3,879
Accounts, net of allowance for doubtful accounts	15,159	1,405,114	1,420,273	1,375
Unbilled revenue	-	334,628	334,628	-
Grants	697,878	-	697,878	113,967
Interest	669	7,409	8,078	3
Current portion of notes	88,211	-	88,211	-
Due from other governments	492,361	-	492,361	-
Prepaid insurance	-	-	-	11,960
Inventory	75,639	576,261	651,900	-
Total current assets	<u>8,764,053</u>	<u>11,043,690</u>	<u>19,807,743</u>	<u>512,405</u>
Noncurrent assets:				
Restricted cash and cash equivalents	1,221,676	741,472	1,963,148	-
Restricted certificates of deposit	15,000	1,366,409	1,381,409	-
Permanently restricted investments	-	-	-	85,616
Noncurrent notes receivable	794,899	-	794,899	-
Capital assets:				
Land	596,405	1,931,102	2,527,507	1,227,066
Construction in progress	4,517,483	3,842,414	8,359,897	-
Other capital assets, net of depreciation	17,645,443	21,302,301	38,947,744	2,801,583
Net capital assets	<u>22,759,331</u>	<u>27,075,817</u>	<u>49,835,148</u>	<u>4,028,649</u>
Total noncurrent assets	<u>24,790,906</u>	<u>29,183,698</u>	<u>53,974,604</u>	<u>4,114,265</u>
Total assets	<u>33,554,959</u>	<u>40,227,388</u>	<u>73,782,347</u>	<u>4,626,670</u>
LIABILITIES				
Current liabilities:				
Accounts payable	79,850	623,042	702,892	-
Accrued interest	48,166	29,852	78,018	2,350
Other accrued expenses	162,530	187,487	350,017	-
Customer deposits	-	117,057	117,057	-
Unavailable property tax	28,061	-	28,061	-
Unearned revenue	29,777	-	29,777	18,274
Current portion of long-term obligations	1,104,058	975,450	2,079,508	178,264
Total current liabilities	<u>1,452,442</u>	<u>1,932,888</u>	<u>3,385,330</u>	<u>198,888</u>
Noncurrent liabilities:				
Compensated absences - noncurrent	101,491	138,487	239,978	-
Noncurrent portion of long-term obligations	6,239,075	8,935,000	15,174,075	202,134
Total noncurrent liabilities	<u>6,340,566</u>	<u>9,073,487</u>	<u>15,414,053</u>	<u>202,134</u>
Total liabilities	<u>7,793,008</u>	<u>11,006,375</u>	<u>18,799,383</u>	<u>401,022</u>
NET POSITION				
Net investment in capital assets	15,416,198	17,165,367	32,581,565	3,648,251
Restricted for:				
Debt service	732,698	1,990,824	2,723,522	-
Street projects	4,218	-	4,218	-
Federal loan programs	17,538	-	17,538	-
Economic development	250,476	-	250,476	-
Cemetery perpetual care	229,341	-	229,341	-
Permanently restricted-Guthal	-	-	-	85,616
Unrestricted	9,111,482	10,064,822	19,176,304	491,781
Total net position	<u>\$ 25,761,951</u>	<u>\$ 29,221,013</u>	<u>\$ 54,982,964</u>	<u>\$ 4,225,648</u>

See notes to financial statements.

CITY OF SEWARD, NEBRASKA

STATEMENT OF ACTIVITIES

For the year ended September 30, 2020

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Charges for Services</u>	<u>Program Revenues Operating Grants and Contributions</u>
Primary government:			
Governmental activities:			
General government	\$ 474,796	\$ 39,935	\$ 208,804
Economic development	647,513	-	13,030
Public safety	1,282,940	13,875	250,827
Public works	1,205,909	354,746	8,850
Environment and leisure	2,086,010	698,585	180,083
Interest and related expenses	181,922	-	-
Depreciation - unallocated	1,146,852	-	-
Total governmental activities	7,025,942	1,107,141	661,594
Business-type activities:			
Electric	9,388,448	9,654,918	781
Water	1,481,692	2,037,974	-
Sewer	1,344,545	1,604,520	-
Total business-type activities	12,214,685	13,297,412	781
Total primary government	\$ 19,240,627	\$ 14,404,553	\$ 662,375
Component units:			
Seward Airport Authority	\$ 323,211	\$ 103,625	\$ -
Seward Library Foundation	8,696	-	7,427
Total component units	\$ 331,907	\$ 103,625	\$ 7,427

See notes to financial statements.

Capital Grants and Contributions	Net (Expenses) Revenues and Changes in Net Position			Component Units
	Primary Government		Total	
	Governmental Activities	Business-type Activities		
\$ -	\$ (226,057)		\$ (226,057)	
-	(634,483)		(634,483)	
-	(1,018,238)		(1,018,238)	
740,008	(102,305)		(102,305)	
88,418	(1,118,924)		(1,118,924)	
-	(181,922)		(181,922)	
-	(1,146,852)		(1,146,852)	
<u>828,426</u>	<u>(4,428,781)</u>	\$ -	<u>(4,428,781)</u>	
-	-	267,251	267,251	
100	-	556,382	556,382	
5,471	-	265,446	265,446	
<u>5,571</u>	<u>-</u>	<u>1,089,079</u>	<u>1,089,079</u>	
<u>\$ 833,997</u>	<u>(4,428,781)</u>	<u>1,089,079</u>	<u>(3,339,702)</u>	
\$ -				\$ (219,586)
-				(1,269)
<u>\$ -</u>				<u>(220,855)</u>
General revenues:				
Taxes:				
Property	1,618,469	-	1,618,469	177,869
Motor vehicle	165,993	-	165,993	-
Sales tax	2,161,079	-	2,161,079	-
Franchise	1,158,124	-	1,158,124	-
Occupation	322,364	-	322,364	-
TIF proceeds	254,189	-	254,189	-
State allocation	821,988	-	821,988	-
Miscellaneous	1,745	17,684	19,429	-
Interest income	63,145	122,548	185,693	2,532
Gain on sale of assets	40,403	-	40,403	9,310
Total general revenues	<u>6,607,499</u>	<u>140,232</u>	<u>6,747,731</u>	<u>189,711</u>
Change in net position	<u>2,178,718</u>	<u>1,229,311</u>	<u>3,408,029</u>	<u>(31,144)</u>
Net position - September 30, 2019	<u>23,583,233</u>	<u>27,991,702</u>	<u>51,574,935</u>	<u>4,256,792</u>
Net position - September 30, 2020	<u>\$ 25,761,951</u>	<u>\$ 29,221,013</u>	<u>\$ 54,982,964</u>	<u>\$ 4,225,648</u>

CITY OF SEWARD, NEBRASKA

**BALANCE SHEET -
GOVERNMENTAL FUNDS**

September 30, 2020

	<u>General</u>	<u>Street</u>	<u>Debt Service</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
ASSETS					
Cash and cash equivalents	\$ 4,745,578	\$ 2,047,420	\$ -	\$ -	\$ 6,792,998
Certificates of deposit	434,463	-	-	-	434,463
County treasurer cash	128,097	-	-	-	128,097
Receivables:					
Accounts, net of allowance for doubtful accounts	12,378	2,781	-	-	15,159
Grants	197,878	500,000	-	-	697,878
Interest	641	-	-	28	669
Property tax	38,578	-	-	-	38,578
Due from other governments	347,636	144,725	-	-	492,361
Inventory	-	75,639	-	-	75,639
Restricted assets:					
Cash	-	4,218	732,698	484,760	1,221,676
Certificates of deposit	-	-	-	15,000	15,000
Total assets	\$ 5,905,249	\$ 2,774,783	\$ 732,698	\$ 499,788	\$ 9,912,518
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable	\$ 44,886	\$ 32,531	\$ -	\$ 2,433	\$ 79,850
Accrued expenses	55,548	8,630	-	-	64,178
Unearned golf revenue	29,777	-	-	-	29,777
Unavailable property tax	28,061	-	-	-	28,061
Total liabilities	158,272	41,161	-	2,433	201,866
Fund balances:					
Nonspendable					
Cemetery perpetual care	-	-	-	229,341	229,341
Restricted for:					
Debt service	-	-	732,698	-	732,698
Street projects	-	4,218	-	-	4,218
Federal programs	-	-	-	17,538	17,538
Economic development	-	-	-	250,476	250,476
Committed for:					
Public safety	379,942	-	-	-	379,942
Sports complex lights	30,964	-	-	-	30,964
Assigned for:					
Budgetary stabilization	895,978	-	-	-	895,978
Parks	50,464	-	-	-	50,464
Cemetery	150,601	-	-	-	150,601
Unemployment compensation	11,941	-	-	-	11,941
Street expenses	-	2,729,404	-	-	2,729,404
Unassigned	4,227,087	-	-	-	4,227,087
Total fund balances	5,746,977	2,733,622	732,698	497,355	9,710,652
Total liabilities and fund balances	\$ 5,905,249	\$ 2,774,783	\$ 732,698	\$ 499,788	\$ 9,912,518

See notes to financial statements.

CITY OF SEWARD, NEBRASKA

**RECONCILIATION OF THE BALANCE SHEET -
GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION**

September 30, 2020

Total fund balances - governmental funds \$ 9,710,652

Amounts reported for *governmental activities* in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported as assets in governmental funds. The cost of the assets is \$36,899,176, and the accumulated depreciation is \$14,139,845. 22,759,331

Notes receivable are not financial resources and therefore are not reported as assets in governmental funds. The notes receivable are reported as assets in the statement of net position. 883,110

Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported as liabilities in the funds. Long-term liabilities at year end consist of:

Compensated absences	\$	(199,843)	
Accrued interest on long-term debt		(48,166)	
Bonds payable		(6,744,550)	
Note payable		(131,478)	
Capital lease obligations		(467,105)	(7,591,142)

Total net position - governmental activities \$ 25,761,951

See notes to financial statements.

CITY OF SEWARD, NEBRASKA

**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES - GOVERNMENTAL FUNDS**

For the year ended September 30, 2020

	<u>General</u>	<u>Street</u>	<u>Debt Service</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
REVENUES					
Taxes:					
Property	\$ 1,618,469	\$ -	\$ -	\$ -	\$ 1,618,469
Motor vehicle	165,993	-	-	-	165,993
Sales tax	1,348,981	233,021	429,077	150,000	2,161,079
Franchise	1,158,124	-	-	-	1,158,124
Occupation	322,364	-	-	-	322,364
TIF proceeds	-	-	-	254,189	254,189
Intergovernmental	59,639	820,142	-	-	879,781
Charges for services	809,149	42,608	-	255,384	1,107,141
Loan collections	-	-	-	90,005	90,005
Interest income	29,226	11	11,059	3,356	43,652
Grants	86,613	740,008	-	210,434	1,037,055
Contributions	386,322	-	-	8,850	395,172
Bond/loan proceeds	-	4,725,000	-	-	4,725,000
Other income	1,745	-	-	-	1,745
Total revenues	<u>5,986,625</u>	<u>6,560,790</u>	<u>440,136</u>	<u>972,218</u>	<u>13,959,769</u>
EXPENDITURES					
General government	274,727	-	-	200,069	474,796
Economic development	-	-	-	717,268	717,268
Public safety	1,311,067	-	-	-	1,311,067
Public works	456,738	749,026	-	145	1,205,909
Environment and leisure	2,086,010	-	-	-	2,086,010
Capital outlay	544,833	3,780,318	-	-	4,325,151
Principal payments on debt	60,607	45,190	940,236	-	1,046,033
Interest on long-term debt	6,077	9,860	68,043	-	83,980
Bond fees	-	-	72,263	-	72,263
Total expenditures	<u>4,740,059</u>	<u>4,584,394</u>	<u>1,080,542</u>	<u>917,482</u>	<u>11,322,477</u>
Excess (deficiency) of revenues over expenditures	1,246,566	1,976,396	(640,406)	54,736	2,637,292
OTHER FINANCING SOURCES (USES)					
Transfers in	-	566,647	660,864	-	1,227,511
Transfers out	<u>(566,647)</u>	<u>(660,864)</u>	<u>-</u>	<u>-</u>	<u>(1,227,511)</u>
Net transfers	<u>(566,647)</u>	<u>(94,217)</u>	<u>660,864</u>	<u>-</u>	<u>-</u>
Net change in fund balances	679,919	1,882,179	20,458	54,736	2,637,292
Fund balances - September 30, 2019	<u>5,067,058</u>	<u>851,443</u>	<u>712,240</u>	<u>442,619</u>	<u>7,073,360</u>
Fund balances - September 30, 2020	<u>\$ 5,746,977</u>	<u>\$ 2,733,622</u>	<u>\$ 732,698</u>	<u>\$ 497,355</u>	<u>\$ 9,710,652</u>

See notes to financial statements.

CITY OF SEWARD, NEBRASKA

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES**

For the year ended September 30, 2020

Total net change in fund balances - governmental funds	\$ 2,637,292
Amounts reported for <i>governmental activities</i> in the statement of activities are different because:	
Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which capitalized capital outlay (\$4,537,830) exceeded depreciation expense (\$1,146,852) and new capital lease obligations (\$212,679) during the period.	3,178,299
Basis remaining of capital asset disposals does not impact the governmental funds, but the remaining basis reduces the gain on sale of capital assets in the statement of activities.	(18,811)
Collection of loan proceeds on economic development loans is reported as revenue in the governmental funds, but reduces assets in the statement of net position.	(70,512)
The issuance of economic development loans is reported as an expense in the governmental funds, but increases assets in the statement of net position.	81,019
Forgiveness of LB840 loans is not reported in the fund financial statements, but is reported as economic development expense in the statement of activities.	(11,264)
The change in compensated absences is reported as an expense in the statement of net position. Compensated absences are not reported in the governmental funds.	28,127
The change in accrued interest payable is reported as an expense in the statement of net position. Accrued interest payable is not reported in the governmental funds.	(25,679)
The issuance of debt is reported as revenue in the governmental funds, but the issuance increases long-term liabilities in the statement of net position.	(4,725,000)
Equipment was traded in with the remaining capital lease principal being paid off in exchange for the trade value.	59,214
Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.	1,046,033
Change in net position of governmental activities	\$ 2,178,718

See notes to financial statements.

CITY OF SEWARD, NEBRASKA
STATEMENT OF FUND NET POSITION - PROPRIETARY FUNDS
September 30, 2020

	Enterprise Funds			Total
	Electric Fund	Water Fund	Sewer Fund	
ASSETS				
Current assets:				
Cash and cash equivalents	\$ 828,909	\$ 2,567,817	\$ 1,674,555	\$ 5,071,281
Certificates of deposit	3,200,251	155,848	292,898	3,648,997
Receivables:				
Accounts, net of allowance for doubtful accounts	1,035,121	222,425	147,568	1,405,114
Unbilled revenue	229,927	59,209	45,492	334,628
Interest	6,163	875	371	7,409
Inventory	495,952	80,309	-	576,261
Total current assets	<u>5,796,323</u>	<u>3,086,483</u>	<u>2,160,884</u>	<u>11,043,690</u>
Noncurrent assets:				
Restricted cash and cash equivalents	198,621	380,175	162,676	741,472
Restricted certificates of deposit	467,850	518,595	379,964	1,366,409
Capital assets:				
Land	1,737,460	103,548	90,094	1,931,102
Construction in progress	2,702,963	781,363	358,088	3,842,414
Distribution systems	17,349,390	15,584,475	11,979,050	44,912,915
Buildings	831,014	138,776	378,769	1,348,559
Equipment	2,583,024	457,847	926,576	3,967,447
Less accumulated depreciation	(13,215,053)	(7,974,749)	(7,736,818)	(28,926,620)
Net capital assets	<u>11,988,798</u>	<u>9,091,260</u>	<u>5,995,759</u>	<u>27,075,817</u>
Total noncurrent assets	<u>12,655,269</u>	<u>9,990,030</u>	<u>6,538,399</u>	<u>29,183,698</u>
Total assets	<u>18,451,592</u>	<u>13,076,513</u>	<u>8,699,283</u>	<u>40,227,388</u>
LIABILITIES				
Current liabilities:				
Accounts payable	610,106	7,411	5,525	623,042
Customer deposits	116,757	300	-	117,057
Accrued interest payable	12,664	14,258	2,930	29,852
Other accrued expenses	64,630	31,500	29,117	125,247
Sales tax payable	62,240	-	-	62,240
Current portion of long-term obligations	400,000	330,200	245,250	975,450
Total current liabilities	<u>1,266,397</u>	<u>383,669</u>	<u>282,822</u>	<u>1,932,888</u>
Noncurrent liabilities:				
Compensated absences - noncurrent	75,834	36,166	26,487	138,487
Noncurrent portion of long-term obligations	3,785,000	2,415,000	2,735,000	8,935,000
Total noncurrent liabilities	<u>3,860,834</u>	<u>2,451,166</u>	<u>2,761,487</u>	<u>9,073,487</u>
Total liabilities	<u>5,127,231</u>	<u>2,834,835</u>	<u>3,044,309</u>	<u>11,006,375</u>
NET POSITION				
Net investment in capital assets	7,803,798	6,346,060	3,015,509	17,165,367
Restricted for:				
Debt service	549,714	898,470	542,640	1,990,824
Unrestricted	4,970,849	2,997,148	2,096,825	10,064,822
Total net position	<u>\$ 13,324,361</u>	<u>\$ 10,241,678</u>	<u>\$ 5,654,974</u>	<u>\$ 29,221,013</u>

See notes to financial statements.

CITY OF SEWARD, NEBRASKA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES
IN NET POSITION - PROPRIETARY FUNDS

For the year ended September 30, 2020

	Enterprise Funds			Total
	Electric Fund	Water Fund	Sewer Fund	
Operating revenues:				
User charges	\$ 9,586,421	\$ 1,885,198	\$ 1,589,519	\$ 13,061,138
Customer service charges	34,717	8,333	8,267	51,317
Other revenue	33,780	144,443	6,734	184,957
Total operating revenues	<u>9,654,918</u>	<u>2,037,974</u>	<u>1,604,520</u>	<u>13,297,412</u>
Operating expenses:				
Cost of power	6,006,614	-	-	6,006,614
Personnel	825,321	492,537	443,574	1,761,432
Contract services	55,841	13,259	21,046	90,146
Utilities	80,123	138,136	73,720	291,979
Repairs and maintenance	293,307	140,175	94,489	527,971
Supplies	70,880	17,993	21,116	109,989
Professional fees	81,179	77,766	39,085	198,030
Insurance	60,363	35,680	34,834	130,877
Fuel and transportation	10,187	5,778	5,324	21,289
Dues, memberships & training	21,339	10,676	9,026	41,041
Miscellaneous	6,738	3,390	2,507	12,635
Franchise fees	974,648	102,701	80,775	1,158,124
Depreciation	796,930	352,080	446,277	1,595,287
Total operating expenses	<u>9,283,470</u>	<u>1,390,171</u>	<u>1,271,773</u>	<u>11,945,414</u>
Operating income	371,448	647,803	332,747	1,351,998
Nonoperating revenues (expenses):				
Interest income	77,612	31,710	13,226	122,548
Miscellaneous income	15,978	-	1,706	17,684
Grant revenue	781	100	5,471	6,352
Interest expense	(104,178)	(65,055)	(71,972)	(241,205)
Loan administration fees	(800)	(26,466)	(800)	(28,066)
Total nonoperating revenues (expenses)	<u>(10,607)</u>	<u>(59,711)</u>	<u>(52,369)</u>	<u>(122,687)</u>
Change in net position	360,841	588,092	280,378	1,229,311
Net position - September 30, 2019	<u>12,963,520</u>	<u>9,653,586</u>	<u>5,374,596</u>	<u>27,991,702</u>
Net position - September 30, 2020	<u>\$ 13,324,361</u>	<u>\$ 10,241,678</u>	<u>\$ 5,654,974</u>	<u>\$ 29,221,013</u>

See notes to financial statements.

CITY OF SEWARD, NEBRASKA

**STATEMENT OF CASH FLOWS -
PROPRIETARY FUNDS**

For the year ended September 30, 2020

	Enterprise Funds			
	Electric Fund	Water Fund	Sewer Fund	Total
CASH FLOWS FROM OPERATING ACTIVITIES:				
Receipts from customers	\$ 9,656,614	\$ 1,974,234	\$ 1,588,316	\$ 13,219,164
Payments to suppliers	(7,570,408)	(577,654)	(397,959)	(8,546,021)
Payments to employees	(803,894)	(480,375)	(435,398)	(1,719,667)
Net cash provided by operating activities	1,282,312	916,205	754,959	2,953,476
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Purchase of property and equipment	(2,140,977)	(725,621)	(240,406)	(3,107,004)
Grant proceeds	15,264	100	5,471	20,835
Proceeds from the issuance of long-term debt	-	1,635,000	-	1,635,000
Principal payments on capital debt	(390,000)	(1,936,865)	(267,415)	(2,594,280)
Interest paid on capital debt	(105,133)	(75,384)	(72,907)	(253,424)
Loan administration fees	(800)	(26,466)	(800)	(28,066)
Net cash used by capital and related financing activities	(2,621,646)	(1,129,236)	(576,057)	(4,326,939)
CASH FLOWS FROM INVESTING ACTIVITIES:				
(Increase) decrease in certificates of deposit	1,171,343	(623)	(2,688)	1,168,032
(Increase) decrease in restricted certificates of deposit	(632)	(3,263)	(287)	(4,182)
Interest received	78,816	32,043	13,426	124,285
Net cash provided by investing activities	1,249,527	28,157	10,451	1,288,135
Increase (decrease) in cash and cash equivalents	(89,807)	(184,874)	189,353	(85,328)
Cash and cash equivalents - beginning of the year	1,117,337	3,132,866	1,647,878	5,898,081
Cash and cash equivalents - end of the year	\$ 1,027,530	\$ 2,947,992	\$ 1,837,231	\$ 5,812,753
Composition of cash and cash equivalents:				
Cash and cash equivalents	\$ 828,909	\$ 2,567,817	\$ 1,674,555	\$ 5,071,281
Restricted cash and cash equivalents	198,621	380,175	162,676	741,472
Total cash and cash equivalents	\$ 1,027,530	\$ 2,947,992	\$ 1,837,231	\$ 5,812,753

See notes to financial statements.

CITY OF SEWARD, NEBRASKA

**STATEMENT OF CASH FLOWS -
PROPRIETARY FUNDS, Continued**

For the year ended September 30, 2020

	Enterprise Funds			
	Electric Fund	Water Fund	Sewer Fund	Total
Reconciliation of operating income to net cash provided by operating activities:				
Operating income	\$ 371,448	\$ 647,803	\$ 332,747	\$ 1,351,998
Adjustments to reconcile operating income to net cash provided by operating activities:				
Miscellaneous nonoperating revenue	15,978	-	1,706	17,684
Depreciation expense	796,930	352,080	446,277	1,595,287
Change in assets and liabilities:				
Accounts receivable	(26,152)	(63,400)	(17,910)	(107,462)
Inventories	156,654	(2,957)	-	153,697
Accounts payable	(65,843)	(29,143)	(16,037)	(111,023)
Customer deposits	6,812	(340)	-	6,472
Sales tax payable	5,058	-	-	5,058
Accrued expenses	21,427	12,162	8,176	41,765
Net cash provided by operating activities	\$ 1,282,312	\$ 916,205	\$ 754,959	\$ 2,953,476

See notes to financial statements.

CITY OF SEWARD, NEBRASKA
NOTES TO FINANCIAL STATEMENTS

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CITY OF SEWARD, NEBRASKA
NOTES TO FINANCIAL STATEMENTS
September 30, 2020

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the City of Seward, Nebraska (City) are prepared in accordance with generally accepted accounting principles (GAAP). The City’s reporting entity applies all relevant Governmental Accounting Standards Board (GASB) pronouncements.

The accounting and reporting framework and the more significant accounting principles and practices are discussed in subsequent sections of this Note.

1. Financial Reporting Entity

The City of Seward, Nebraska, was incorporated in 1868. The City operates under a Mayor-Council form of government with an elected Mayor, and an elected legislative body, Council, composed of eight members. The Mayor is elected at large for a four-year term, and the eight members of the City Council are elected, two from each of four wards, on alternating four-year terms. The administration of the City government is performed under the direction of the Mayor by the City Administrator. Services provided to residents include public safety, highways and streets, planning and zoning, parks, recreation, development, electric, water, and sanitary sewer systems, transfer station, and general administrative services.

The City’s financial reporting entity comprises the following:

Primary Government:	City of Seward
Discretely Presented Component Units:	Seward Airport Authority Seward Library Foundation

In determining the financial reporting entity, the City complies with the provisions of GASB Statement No. 61, and has addressed all potential component units (traditionally separate reporting entities) for which the City may be financially accountable, and, as such, should be included within the City’s financial statements. The City (the primary government) is financially accountable if it appoints a voting majority of the organization’s governing board and (1) it is able to impose its will on the organization or (2) there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the City. Additionally, the primary government is required to consider other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity’s financial statements to be misleading.

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

1. Financial Reporting Entity, continued

Blended Component Units

Blended component units are separate legal entities that meet the component unit criteria described above and whose governing body is the same or substantially the same as the City Council or the component unit provides services entirely to the City. These component units' funds are blended into those of the City by appropriate activity type to compose the primary government presentation. Currently, the City has no blended component units.

Discretely Presented Component Units

Discretely presented component units are separate legal entities that meet the component unit criteria described above but do not meet the criteria for blending. The following are the discretely presented component units:

Brief Description of Activities and Relationship to the City:

Seward Airport Authority

Established to provide for the operation of the Seward Airport. The component unit information was obtained from financial statements which can be obtained by contacting the Seward Airport Authority.

Seward Library Foundation

Established to support the Seward library.

2. Basis of Presentation

Government-wide Financial Statements

The Statement of Net Position and Statement of Activities display information about the reporting government as a whole. They include all funds of the reporting entity except for fiduciary funds. The statements distinguish between governmental and business-type activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange revenues. Business-type activities are financed in whole or in part by fees charged to external parties for goods or services.

CITY OF SEWARD, NEBRASKA
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2020

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

2. Basis of Presentation, continued

Fund Financial Statements

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be a separate accounting entity. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues, and expenditures/expenses. Funds are organized into two major categories: governmental and proprietary. An emphasis is placed on major funds within the governmental and proprietary categories. A fund is considered major if it is the primary operating fund of the City or meets the following criteria:

- a. Total assets, liabilities, revenues, or expenditures/expenses of that individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type; and
- b. Total assets, liabilities, revenues, or expenditures/expenses of the individual governmental fund or enterprise fund are at least five percent of the corresponding total for all governmental and enterprise funds combined.

The funds of the financial reporting entity are described below:

Governmental Funds

General Fund

The General Fund is the primary operating fund of the City and always classified as a major fund. It is used to account for all activities except those legally or administratively required to be accounted for in other funds.

Special Revenue Funds

Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for certain purposes.

Debt Service Fund

The Debt Service Fund accounts for the accumulation of financial resources for the payment of interest and principal on the general long-term debt of the City other than debt service payments made by enterprise funds. Ad valorem taxes are used for the payment of principal and interest on the City's general obligation bonds.

CITY OF SEWARD, NEBRASKA
NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

2. Basis of Presentation, continued

Governmental Funds, continued

Permanent Fund

The Permanent Fund accounts for assets held by the City pursuant to a trust agreement. The principal portion of this fund type must remain intact, but the earnings may be used to achieve the objectives of the fund.

Proprietary Funds

Enterprise Funds

Enterprise Funds are used to account for business-like activities provided to the general public. These activities are financed primarily by user charges and the measurement of financial activity focuses on net income measurement similar to the private sector.

Major and Nonmajor Funds

The funds are further classified as major or non-major as follows:

<u>Fund</u>	<u>Brief Description</u>
<i>Major:</i>	
Governmental:	
General	See page 27 for description.
Street	The Street Fund is a special revenue fund that accounts for the City's share of highway allocation from the State of Nebraska.
Debt Service	See page 27 for description.

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

2. **Basis of Presentation, continued**

Major and Nonmajor Funds, continued

<u>Fund</u>	<u>Brief Description</u>
<i>Major, continued:</i>	
Proprietary:	
Enterprise:	
Electric, Water, and Sewer	See page 28 for description.
<i>Nonmajor:</i>	
Special Revenue:	
CDBG	Special revenue fund that accounts for community development grants and related expenses.
LB840	Special revenue fund that accounts for sales tax to be used for economic development under LB840.
TIF	Special revenue fund that accounts for tax increment financing projects used to promote economic development.
Perpetual Care	Permanent fund that accounts for the monies in a permanent care endowment fund for the cemetery.

3. **Measurement Focus and Basis of Accounting**

Measurement focus is a term used to describe “which” transactions are recorded within the various financial statements. Basis of accounting refers to “when” transactions are recorded regardless of the measurement focus applied.

Measurement Focus

On the government-wide Statement of Net Position and the Statement of Activities, both governmental and business-like activities are presented using the economic resources measurement focus as defined in item b, below.

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

3. Measurement Focus and Basis of Accounting, continued

Measurement Focus, continued

In the fund financial statements, the “current financial resources” measurement focus or the “economic resources” measurement focus is used as appropriate:

- a. All governmental funds utilize a “current financial resources” measurement focus. Only current financial assets and liabilities are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available spendable financial resources at the end of the period.
- b. The proprietary funds utilize an “economic resources” measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position (or cost recovery), financial position, and cash flows. All assets and liabilities (whether current or noncurrent) associated with their activities are reported. Proprietary fund equity is classified as net position.

Basis of Accounting

In the government-wide Statement of Net Position and Statement of Activities, governmental and business-like activities and the discretely presented component units are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when “measurable and available.” Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or within 60 days after year end. Expenditures (including capital outlay) are recorded when the related fund liability is incurred.

CITY OF SEWARD, NEBRASKA
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2020

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

3. Measurement Focus and Basis of Accounting, continued

Basis of Accounting, continued

All proprietary funds and discretely presented component units utilize the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or the economic asset is used.

4. Assets, Liabilities, and Equity

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Investments

For the purpose of the Statement of Net Position, “cash and cash equivalents” include all demand accounts and savings accounts. For the purpose of the proprietary fund Statement of Cash Flows, “cash and cash equivalents” include all cash on hand, demand accounts, savings accounts, and equity in pooled cash which has an original maturity of three months or less. The County Treasurer’s cash represents revenues collected not yet remitted to the City.

Certificates of deposit and investments are carried at fair value. Fair value is based on quoted market price. Additional cash and investment disclosures are presented in Notes B2, C1, and D2.

When both restricted and unrestricted resources are available for use, it is the City’s policy to use restricted resources first, then unrestricted resources as they are needed.

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

4. Assets, Liabilities, and Equity, continued

Receivables

In the government-wide statements, receivables consist of all revenues earned at year end and not yet received. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable. Major receivable balances for the governmental activities include special assessments and property taxes. Business-type activities report utility billings and unbilled revenue as their major receivables.

In the fund financial statements, receivables in governmental funds include revenue accruals such as special assessments and property taxes, since they are usually both measurable and available. Proprietary fund receivables consist of all revenues earned at year end and not yet received. Utility accounts receivable and unbilled revenue compose the majority of proprietary fund receivables. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable.

Due from Other Governments

The total due from other governments consists of the following:

<u>Fund</u>	<u>Amount</u>	<u>Service</u>
General	\$ 347,636	Sales Tax
Street	48,436	Sales Tax
Street	17,171	Motor Vehicle Fees
Street	<u>79,118</u>	Highway Allocation
	<u>\$ 492,361</u>	

Inventory

All inventories are valued at cost using the first-in/first-out (FIFO) method.

Restricted Assets

Restricted assets include cash and investments that are legally restricted as to their use. The primary restricted assets are related to debt service and proceeds of specific revenue sources that are legally restricted to expenditures for certain purposes.

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

4. Assets, Liabilities, and Equity, continued

Capital Assets

The accounting treatment over property, plant, and equipment (capital assets) depends on whether the assets are used in governmental fund operations or proprietary fund operations and whether they are reported in the government-wide or fund financial statements.

Government-wide Statements

In the government-wide financial statements, capital assets that are purchased or acquired with an original cost of \$5,000 or more are capitalized and reported on the Statement of Net Position. Capital assets are valued at historical cost or estimated historical cost if actual is unavailable, except for donated capital assets, which are recorded at their estimated fair value at the date of donation. The City has elected the depreciation approach for reporting infrastructure.

Depreciation of general capital assets and all proprietary capital assets is recorded as an allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Position. Depreciation is provided over the assets' estimated useful lives using the straight-line method of depreciation. The ranges of estimated useful lives by type of asset are as follows:

Buildings	25-40 years
Improvements	5-25 years
Machinery and Equipment	5-20 years
Utility System	20-50 years
Infrastructure	20-50 years

Prior to July 1, 1980, governmental funds' infrastructure assets were not capitalized. These assets (back to July 1, 1980) have been valued at estimated historical cost. The cost of normal maintenance, preservation, and repairs that do not add to the value of the assets or materially extend the assets' lives are not capitalized.

CITY OF SEWARD, NEBRASKA
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2020

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

4. Assets, Liabilities, and Equity, continued

Capital Assets, continued

Fund Financial Statements

In the fund financial statements, capital assets used in governmental fund operations are accounted for as capital outlay expenditures of the governmental fund upon acquisition. Capital assets used in proprietary fund operations are accounted for the same as in the government-wide statements.

Unavailable Revenues

Unavailable revenues consist of property taxes and special assessments expected to be collected after 60 days.

Compensated Absences

The City's policies regarding vacation time permit employees to accumulate earned but unused vacation leave. A portion of the liability for these compensated absences is recorded as long-term debt in the government-wide statements. The current portion of this obligation is estimated based on historical trends. In the fund financial statements, governmental funds report only the current compensated absence liability payable from expendable available financial resources, while the proprietary funds report the total liability.

Employees generally earn sick leave at the rate of one day per month with the total accumulation up to 900 hours. In the event of retirement, an employee is reimbursed 50 percent of the accumulated sick leave if the employee meets certain eligibility requirements.

Long-term Debt

The accounting treatment of long-term debt depends on whether the assets are used in governmental fund operations or proprietary fund operations and whether they are reported in the government-wide or fund financial statements.

CITY OF SEWARD, NEBRASKA
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2020

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

4. Assets, Liabilities, and Equity, continued

Long-term Debt, continued

Government-wide Statements

All long-term debt to be repaid from governmental and business-type resources is reported as liabilities in the government-wide statements. The long-term debt consists primarily of notes payable and accrued compensated absences.

Fund Financial Statements

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as other financing sources and payment of principal and interest reported as expenditures. The accounting for proprietary funds is the same in the fund financial statements as it is in the government-wide statements.

Equity Classifications

Government-wide Statements

Equity is classified as net position and displayed in three components:

- a. Net investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- b. Restricted net position – Consists of net position with constraints placed on their use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.
- c. Unrestricted net position – All other net position that does not meet the definition of “restricted” or “net investment in capital assets.”

Fund Financial Statements

Governmental fund equity is classified as fund balance. Proprietary fund equity is classified the same as in the government-wide statements.

CITY OF SEWARD, NEBRASKA
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2020

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

4. Assets, Liabilities, and Equity, continued

Equity Classifications, continued

Fund Financial Statements, continued

Effective October 1, 2010, the City adopted GASB Statement No. 54, which redefined how fund balances of the governmental funds are presented in the financial statements. Fund balances are classified as follows:

Nonspendable—Amounts that cannot be spent either because they are not in a spendable form or because they are legally or contractually required to be maintained intact.

Restricted—Amounts that can be spent only for specific purposes because of the City Charter, City Code, state or federal laws or externally imposed conditions by grantors or creditors.

Committed—Amounts that can be used only for specific purposes determined by a formal action by City Council ordinance or resolution.

Assigned—Amounts that are designated by the Mayor for a specific purpose but are not spendable until a budget ordinance is passed by the City Council.

Unassigned—All amounts not included in other spendable classifications.

The details of the fund balances are included in the Governmental Funds Balance Sheet (page 16). Restricted funds are used first as appropriate. Assigned Funds are reduced to the extent that expenditure authority has been budgeted by the City Council or the Assignment has been changed by the Mayor. Decreases to fund balance first reduce Unassigned Fund balance; in the event that Unassigned Fund Balance becomes zero, then Assigned and Committed Fund Balances are used in that order.

CITY OF SEWARD, NEBRASKA
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2020

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

5. Revenues, Expenditures, and Expenses

Sales and Use Tax

The City presently levies a 1.5 cent sales tax on taxable sales within the City. The sales tax is collected by the Nebraska Department of Revenue and remitted to the City in the month following receipt. The Nebraska Department of Revenue receives the sales tax approximately one month after collection by vendors. The sales tax allocated to the General and Debt Service Funds for property tax relief, with up to \$150,000 per year approved for the LB840 Fund to be used for economic development. Sales tax collected on the sale of motor vehicles is restricted for street improvements as required by LB904.

Sales taxes collected by the State in September (which represent sales for August) and received by the City in October have been accrued and are included under the caption “Due from other governments.”

Property Taxes

The City has the power to levy taxes each year sufficient to pay any judgment existing against the City, the interest on bonded debt, and the principal on bonded debt maturing during the fiscal year or within six months thereafter, as well as taxes authorized by state law.

The tax levies for all political subdivisions in Seward County are certified by the County Board on or before October 15. Real estate taxes are due on December 31 and attach as an enforceable lien and become delinquent in two equal installments on May 1 and September 1. Personal property taxes are due in the same manner as real estate taxes. Delinquent taxes bear 14 percent interest.

CITY OF SEWARD, NEBRASKA
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2020

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

5. Revenues, Expenditures, and Expenses, continued

Property Taxes, continued

Property taxes levied for 2019-2020 are recorded as revenue when expected to be collected within 60 days after September 30, 2020. Prior-year levies were recorded using these same principles, and remaining receivables are re-evaluated annually. Property taxes expected to be collected after 60 days are recorded as deferred revenue on the fund balance sheets.

The City-owned electric, water, and sewer utilities make payments in lieu of taxes (10 percent of gross revenues for electric, 5 percent of gross revenues for water, and 5 percent of gross revenues for sewer).

Operating Revenues and Expenses

Operating revenues and expenses for proprietary funds are those that result from providing services and producing and delivering goods and/or services. They also include all revenue and expenses not related to capital and related financing, noncapital financing, or investing activities.

Expenditures/Expenses

In the government-wide financial statements, expenses are classified by function for both governmental and business-type activities.

In the fund financial statements, expenditures are classified as follows:

Governmental Funds – by Character and Function

Proprietary Fund – by Operating and Nonoperating

In the fund financial statements, governmental funds report expenditures of financial resources. Proprietary funds report expenses relating to use of economic resources.

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

5. Revenues, Expenditures, and Expenses, continued

Interfund Transfers

Permanent reallocation of resources between funds of the reporting entity is classified as transfers. For the purposes of the Statement of Activities, all interfund transfers between individual governmental funds have been eliminated.

NOTE B – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

By its nature as a local government unit, the City and its component units are subject to various federal, state, and local laws and contractual regulations. An analysis of the City's compliance with significant laws and regulations and demonstration of its stewardship over City resources follows:

1. Fund Accounting Requirements

The City complies with all state and local laws and regulations requiring the use of separate funds. The legally required funds used by the City include: Special Revenue, Debt Service, and Permanent Funds.

2. Deposit Laws and Regulations

Custodial credit risk is the risk that, in the event of a bank failure, a government's deposits may not be returned to it. The City's deposit policy for custodial credit risk requires compliance with the provisions of state law.

State law requires collateralization of all deposits with federal depository insurance or with U.S. Treasury and U.S. agency securities having an aggregate value at least equal to the amount of the deposits. The City's demand deposits are insured up to \$250,000 and certificates of deposit/savings accounts are insured up to \$250,000 by the Federal Deposit Insurance Corporation (FDIC). Any cash deposits or certificates of deposit in excess of the FDIC limits are insured by collateral held by the pledging institution in the City's name.

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE B – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY, continued

3. Revenue Restrictions

The City has various restrictions placed over certain revenue sources from state or local requirements. The primary restricted revenue sources are described in Note A2 for the various funds.

4. Debt Restrictions and Covenants

Bonds Payable

The various bond ordinances relating to the bonds payable contain some restrictions or covenants that are financial-related. These include covenants such as debt service coverage requirements and required reserve account balances. The City is in compliance with the bond restrictions and covenants.

5. Budgetary Data

The City is required by state laws to adopt annual budgets for all fund types. Each budget is presented on the cash basis of accounting, which is consistent with the requirements of the state budget act.

The Nebraska Budget Act provides the prescribed budget practices and procedures that governing bodies are required to follow. The amounts that may be budgeted for certain specific funds are subject to various expenditure and/or tax levy limitations.

The City follows these procedures in establishing the budgetary data reflected in the accompanying financial statements.

- a. On or before August 1, the City prepares a budget for the fiscal year commencing October 1. The budget includes proposed expenditures and resources available.
- b. The budget is published with subsequent public hearings to obtain taxpayer comments.

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE B – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY, continued

5. Budgetary Data, continued

- c. Prior to September 20, the City Council adopts the budget, which is then filed with the appropriate state and county officials.
- d. Total expenditures may not legally exceed total appropriations. Appropriations lapse at year end and any revisions require board approval.
- e. The County Clerk certifies a preliminary property tax levy for each fund of the City which levied property taxes in the county the previous year based on the combined valuation and amount required for the City the prior year. The preliminary levy becomes the final levy unless the governing board passes, by a majority vote, a resolution setting the levy at a different amount.
- f. The property tax requirements resulting from the budget process are utilized by the County Assessor to establish the tax levy. Taxes are levied annually on or before October 15. Real property taxes and personal property taxes are due December 31 with the first half delinquent May 1 and the second half delinquent September 1.
- g. Appropriations lapse at the end of the fiscal year, except for capital improvement appropriations and certain encumbrances against operating budgets.
- h. The City of Seward adopts a budget by resolution for all fund types.

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS

The following notes present detail information to support the amounts reported in the basic financial statements for its various assets, liabilities, equity, revenues, and expenditures/expenses.

1. Cash and Investments

Deposits

The City's policies regarding deposits of cash are discussed in Note A4. The table presented below is designed to disclose how its deposits were insured or secured with collateral at September 30, 2020. The categories of collateral are defined as follows:

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

1. Cash and Investments, continued

Deposits, continued

Category 1 – Insured by FDIC or collateralized with securities held by the City (or public trust) or by its agent in its name.

Category 2 – Uninsured but collateralized with securities held by the pledging financial institution’s trust department or agent in the City’s name.

Category 3 – Uninsured and uncollateralized; or collateralized with securities held by the pledging financial institution, or by its trust department or agent, but not in the City’s name; or collateralized with no written or approved collateral agreement.

<u>Types of Deposits</u>	<u>Total Bank Balance</u>	<u>Category 1</u>	<u>Category 2</u>	<u>Category 3</u>	<u>Total Carrying Value</u>
Demand deposits and certificates of deposit	\$ 21,184,439	\$ 1,569,969	\$ 19,614,470	\$ -	\$ <u>19,612,265</u>

Reconciliation to Government-wide Statement of Net Position:

Primary Government –	
Unrestricted cash and cash equivalents	\$ 11,864,279
Unrestricted certificates of deposit	4,083,460
Restricted cash and cash equivalents	1,963,148
Restricted certificates of deposit	1,381,409
Component Units –	
Unrestricted cash and cash equivalents	236,124
Unrestricted certificates of deposit	<u>83,845</u>
	\$ <u>19,612,265</u>

Investments

The City’s policies and applicable laws regarding investments are discussed in Notes A4 and B2. The table presented below is designed to disclose whether the investments are insured or registered and who holds the security at September 30, 2020. The categories of investments are defined as follows:

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

1. Cash and Investments, continued

Investments, continued

Category 1 – Insured or registered with securities held by the entity or its agent in the entity’s name.

Category 2 – Uninsured and unregistered with securities held by the counterparty’s trust department or agent in the entity’s name.

Category 3 – Uninsured and unregistered with securities held by the counterparty or by its trust department or agent but not in the City’s name.

<u>Type of Investment</u>	<u>Category 1</u>	<u>Category 2</u>	<u>Category 3</u>	<u>Carrying Amount</u>	<u>Fair Value</u>
Publicly Traded Equities	\$ -	\$ 134,228	\$ -	\$ <u>134,228</u>	\$ <u>134,228</u>

Reconciliation to Government-wide Statement of Net Position:

Component Units –

Unrestricted investments	\$ 48,612
Permanently restricted investments	<u>85,616</u>
	<u>\$ 134,228</u>

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

2. Restricted Assets

The restricted assets as of September 30, 2020, are as follows:

	<u>Governmental Activities</u>	<u>Business- type Activities</u>	<u>Total Primary Government</u>	<u>Component Unit</u>
Type of Restricted Assets:				
Cash and cash equivalents	\$ 1,221,676	\$ 741,472	\$ 1,963,148	\$ -
Certificates of deposit	15,000	1,366,409	1,381,409	-
Investments	-	-	-	<u>85,616</u>
	<u>\$ 1,236,676</u>	<u>\$ 2,107,881</u>	<u>\$ 3,344,557</u>	<u>\$ 85,616</u>

Restricted cash and investments for governmental activities consists of \$4,218 of Street Fund cash restricted for street projects, \$732,698 of Debt Service Fund cash restricted for debt service, \$19,964 of CDBG Fund cash restricted for Federal programs, \$30,931 of LB840 Fund cash restricted for economic development, \$219,552 of TIF Fund cash restricted for economic development, and \$229,313 of Perpetual Care Fund cash and certificates of deposit restricted for cemetery perpetual care.

Restricted business-type assets consist of debt service reserves of \$549,714 for the Electric Fund, \$898,470 for the Water Fund, and \$542,640 for the Sewer Fund. The Electric Fund also has \$116,757 and the Water Fund has \$300 restricted for customer deposits.

The Seward Library Foundation has \$85,616 of permanently restricted investments endowed for the income only to be used to support the Seward library.

3. Accounts and Notes Receivable

Accounts receivable of the business-type activities consist of utilities receivable. Accounts receivable of the governmental activities consist of minor receivables in the General and Street Funds. Accounts receivable for the component units consist of minor receivables. Receivables detail at September 30, 2020, is as follows:

	<u>Governmental Activities</u>	<u>Business- type Activities</u>	<u>Total Primary Government</u>	<u>Component Units</u>
Accounts receivable	\$ 15,159	\$ 1,407,434	\$ 1,422,593	\$ 1,375
Allowance for doubtful accounts	-	(2,320)	(2,320)	-
Net accounts receivable	<u>\$ 15,159</u>	<u>\$ 1,405,114</u>	<u>\$ 1,420,273</u>	<u>\$ 1,375</u>

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

3. Accounts and Notes Receivable, continued

Notes receivable for the governmental activities consist of the following at September 30, 2020:

<u>Type of Loan</u>	<u>Due From</u>	<u>Note Balance at September 30, 2020</u>	<u>Terms</u>
LB840	B & M Seed, LLC	\$ 33,219	2.5%; monthly payments due over 5 years; final payment due 10/1/23
LB840	La Cocina	40,000	5.0%; 20 percent forgivable annually if borrower retains improvements; due 1/7/24
LB840	Seward Hotel Group	52,964	3.25%; monthly payments over 15 years; final payment due 9/1/27
LB840	ECES, Inc	33,728	2.625%; monthly payments due over 10 years; final payment due 1/1/29
LB840	Barely Legal Distilling, LLC	70,000	2.25%; monthly payments due over 5 years; final payment due 2/1/23
LB840	Green Future Properties	222,164	2.75%; monthly payments due over 15 years; 12% of the loan will be forgiven after 166 payments have been made; final payment due 9/1/34
LB840	Cornerstone Interiors & Design	48,567	2.13%; monthly payments due over 10 years; final payment due 1/1/28
LB840	Gilgorevic	1,822	5.0%; 20 percent forgivable annually if borrower retains improvements; due 10/16/24

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

3. Accounts and Notes Receivable, continued

<u>Note Held By</u>	<u>Due From</u>	Note Balance at September 30, <u>2020</u>	<u>Terms</u>
LB840	Turning Point Behavioral Health & Addiction Counseling	16,172	1.75%; monthly payments due over 10 years; final payment due 12/1/26
LB840	Bottle Rocket Brewing	5,055	5.0%; 20 percent forgivable annually if borrower retains improvements; due 9/30/24
LB840	Kirby Roth Insurance	6,522	5.0%; 20 percent forgivable annually if borrower retains improvements; due 7/23/25
LB840	Hexagon Properties	80,395	1.875%; monthly payments due over 15 years; final payment due 3/30/32
LB840	Red Path Gallery & Tasting Room	44,080	2.375%; monthly payments due over 10 years; final payment due 8/1/28
LB840	The Alps Dog Retreat	72,675	2.375%; monthly payments due over 72 months; \$13,081.50 is forgivable after 64 payments; final payment due 12/1/26
LB840	Fullfield Ag, LLC	155,747	1.875%; monthly payments due over 15 years; final payment due 2/15/32
	Total notes receivable	<u>\$ 883,110</u>	
	Current portion	\$ 88,211	
	Noncurrent portion	<u>794,899</u>	
		<u>\$ 883,110</u>	

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

4. Capital Assets

Capital asset activity for the year ended September 30, 2020, was as follows:

	<u>Balance at</u> <u>October 1, 2019</u>	<u>Additions</u>	<u>Disposals</u>	<u>Reclass</u>	<u>Balance at</u> <u>September 30, 2020</u>
<u>Governmental Activities:</u>					
Capital assets not being depreciated:					
Land	\$ 596,405	\$ -	\$ -	\$ -	\$ 596,405
Construction in progress	<u>1,259,759</u>	<u>3,257,724</u>	<u>-</u>	<u>-</u>	<u>4,517,483</u>
Total capital assets not being depreciated	1,856,164	3,257,724	-	-	5,113,888
Other capital assets being depreciated:					
Infrastructure	12,976,621	463,072	-	-	13,439,693
Buildings	11,701,348	193,737	-	-	11,895,085
Machinery and equipment	<u>6,089,558</u>	<u>623,297</u>	<u>(262,345)</u>	<u>-</u>	<u>6,450,510</u>
Total other capital assets at historical cost	30,767,527	1,280,106	(262,345)	-	31,785,288
Less accumulated depreciation for:					
Infrastructure	(5,835,464)	(377,845)	-	-	(6,213,309)
Buildings	(3,464,608)	(241,423)	-	-	(3,706,031)
Machinery and equipment	<u>(3,936,455)</u>	<u>(527,584)</u>	<u>243,534</u>	<u>-</u>	<u>(4,220,505)</u>
Total accumulated depreciation	<u>(13,236,527)</u>	<u>(1,146,852) *</u>	<u>243,534</u>	<u>-</u>	<u>(14,139,845)</u>
Other capital assets, net	<u>17,531,000</u>	<u>133,254</u>	<u>(18,811)</u>	<u>-</u>	<u>17,645,443</u>
Governmental activities capital assets, net	<u>\$ 19,387,164</u>	<u>\$ 3,390,978</u>	<u>\$ (18,811)</u>	<u>\$ -</u>	<u>\$ 22,759,331</u>

* Depreciation expense was charged to governmental activities as follows:

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

4. Capital Assets, continued

Governmental Activities, continued:

General government	\$ 22,422
Public safety	
Fire	176,378
Police	<u>67,784</u>
Total public safety	244,162
Public works:	
Streets and storm sewers	428,625
Cemetery	<u>25,269</u>
Total public works	453,894
Environment and leisure:	
Civic Center	15,436
Golf	58,006
Library	100,932
Parks and recreation	185,446
Senior Center	18,956
Trails	<u>47,598</u>
Total environment and leisure	<u>426,374</u>
Total governmental depreciation expense	\$ <u>1,146,852</u>

Construction in progress at September 30, 2020, consists of \$2,193,872 for the Rail Campus project, \$1,390,214 for the Waverly Road street project, \$328,659 for the Karol Kay Blvd project, \$594,653 for the East Seward Street improvement project, and \$10,085 for the concrete pad at Armory Park. See Note D3 for additional details on these projects.

CITY OF SEWARD, NEBRASKA
NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

4. Capital Assets, continued

	Balance at <u>October 1, 2019</u>	<u>Additions</u>	<u>Disposals</u>	<u>Reclass</u>	Balance at <u>September 30, 2020</u>
<u>Business-type Activities:</u>					
Capital assets not being depreciated:					
Land	\$ 1,931,102	\$ -	\$ -	\$ -	\$ 1,931,102
Construction in progress	1,408,502	2,537,821	-	(103,909)	3,842,414
Total capital assets not being depreciated	<u>3,339,604</u>	<u>2,537,821</u>	<u>-</u>	<u>(103,909)</u>	<u>5,773,516</u>
Other capital assets being depreciated:					
Buildings	1,341,264	7,295	-	-	1,348,559
Distribution systems	44,653,179	155,827	-	103,909	44,912,915
Equipment	3,580,320	406,061	(18,934)	-	3,967,447
Total other capital assets at historical cost	<u>49,574,763</u>	<u>569,183</u>	<u>(18,934)</u>	<u>103,909</u>	<u>50,228,921</u>
Less accumulated depreciation for:					
Buildings	(497,418)	(35,308)	-	-	(532,726)
Distribution systems	(24,374,104)	(1,245,971)	-	-	(25,620,075)
Equipment	(2,478,745)	(314,008)	18,934	-	(2,773,819)
Total accumulated depreciation	<u>(27,350,267)</u>	<u>(1,595,287) *</u>	<u>18,934</u>	<u>-</u>	<u>(28,926,620)</u>
Other capital assets, net	<u>22,224,496</u>	<u>(1,026,104)</u>	<u>-</u>	<u>103,909</u>	<u>21,302,301</u>
Business-type capital assets, net	<u>\$ 25,564,100</u>	<u>\$ 1,511,717</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 27,075,817</u>

* Depreciation expense was charged to functions as follows:

Electric	\$ 796,930
Water	352,080
Sewer	<u>446,277</u>
Total business-type activities depreciation expense	<u>\$ 1,595,287</u>

Construction in progress at September 30, 2020, consists of \$1,814,415 on the Electric Fund, \$307,409 on the Water Fund, and \$306,294 on the Sewer Fund for the rail campus project, \$78,274 of costs on the Dale's Hotel electric update project, \$713,633 of costs on the Seward Industrial Substation electrical project, \$1,415 of costs on the Orsheln's electrical service project, \$69,270 of costs on the Waverly Road electrical project, \$25,956 of costs on the Progressive Avenue electrical project, \$42,537 of costs on the SW3 well project, \$431,417 of costs on the 6th Street water main project, \$35,714 of costs on the wastewater discharge relocation project, and \$16,080 of costs on the Waverly Road sewer extension. See Note D3 for additional detail of the construction in progress at September 30, 2020.

CITY OF SEWARD, NEBRASKA
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2020

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

4. Capital Assets, continued

	<u>Balance at</u> <u>October 1, 2019</u>	<u>Additions</u>	<u>Disposals</u>	<u>Reclass</u>	<u>Balance at</u> <u>September 30, 2020</u>
<u>Airport Authority:</u>					
Capital assets not being depreciated:					
Land	\$ 105,156	\$ -	\$ -	\$ -	\$ 105,156
Construction in progress	89,107	1,032,803	-	-	1,121,910
	<u>194,263</u>	<u>1,032,803</u>	<u>-</u>	<u>-</u>	<u>1,227,066</u>
Other capital assets being depreciated:					
Buildings	2,871,317	10,003	-	-	2,881,320
Improvements	2,543,114	-	-	-	2,543,114
Equipment	165,593	-	-	-	165,593
Total other capital assets at historical cost	5,580,024	10,003	-	-	5,590,027
Less accumulated depreciation for:					
Buildings	(1,188,960)	(83,516)	-	-	(1,272,476)
Improvements	(1,312,869)	(85,144)	-	-	(1,398,013)
Equipment	(107,116)	(10,839)	-	-	(117,955)
Total accumulated depreciation	<u>(2,608,945)</u>	<u>(179,499)</u>	<u>-</u>	<u>-</u>	<u>(2,788,444)</u>
Other capital assets, net	<u>2,971,079</u>	<u>(169,496)</u>	<u>-</u>	<u>-</u>	<u>2,801,583</u>
Airport Authority capital assets, net	<u>\$ 3,165,342</u>	<u>\$ 863,307</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,028,649</u>

5. Accounts Payable

Payables in the general, capital projects, other governmental, and proprietary funds are primarily composed of payables to vendors.

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

6. Long-term Debt

The reporting entity’s long-term debt is segregated between the amounts to be repaid from governmental activities and amounts to be repaid from business-type activities.

Changes in Long-term Debt

The following is a summary of changes in long-term debt for the year ended September 30, 2020:

<u>Type of Debt</u>	<u>Balance 9/30/2019</u>	<u>Additions</u>	<u>Deductions</u>	<u>Balance 9/30/2020</u>	<u>Due Within One Year</u>
Governmental Activities:					
Bonds payable	\$ 2,909,600	\$ 4,725,000	\$ (890,050)	\$ 6,744,550	\$ 825,550
Note payable	181,664	-	(50,186)	131,478	51,588
Capital leases	419,437	212,679	(165,011)	467,105	226,920
Total governmental	<u>\$ 3,510,701</u>	<u>\$ 4,937,679</u>	<u>\$ (1,105,247)</u>	<u>\$ 7,343,133</u>	<u>\$ 1,104,058</u>
Business-type Activities					
Bonds payable	\$ 10,820,400	\$ 1,635,000	\$ (2,544,950)	\$ 9,910,450	\$ 975,450
Capital leases	49,330	-	(49,330)	-	-
Total business-type	<u>\$ 10,869,730</u>	<u>\$ 1,635,000</u>	<u>\$ (2,594,280)</u>	<u>\$ 9,910,450</u>	<u>\$ 975,450</u>
Component Units:					
Airport Authority	<u>\$ 353,638</u>	<u>\$ 112,400</u>	<u>\$ (85,640)</u>	<u>\$ 380,398</u>	<u>\$ 178,264</u>

Governmental Activities

As of September 30, 2020, the governmental long-term liabilities consisted of the following:

Bonds payable:

General obligation refunding bonds - series 2012, with original issue amount of \$1,373,850 (71 percent of the issue). Interest ranges from 0.30 to 2.15 percent with final maturity December 15, 2022. \$ 449,550

Highway allocation bonds - series 2012, with original issue amount of \$190,000. Interest is 2.35 percent with maturity December 15, 2023. 190,000

CITY OF SEWARD, NEBRASKA
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2020

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

6. Long-term Debt, continued

Governmental Activities, continued

Bonds payable, continued:

General obligation refunding bonds - series 2020, with original issue amount of \$4,725,000. Interest ranges from 1.15 to 1.80 percent with final maturity April 15, 2030.	4,725,000
Highway allocation bonds – series 2013B, with original issue amount of \$100,000. Interest ranges from 2.25 to 3.60 percent with final maturity October 15, 2024. Bonds maturing October 15, 2021 through October 15, 2024 were called for early redemption on April 15, 2020.	10,000
Public safety tax bonds - series 2014, with original issue amount of \$404,000. Interest ranges from 1.15 to 2.55 percent with final maturity April 1, 2024.	170,000
General obligation refunding bonds - series 2014, with original issue amount of \$500,000. Interest ranges from 0.20 to 2.25 percent with final maturity December 15, 2022.	120,000
Highway allocation bonds – series 2016, with original issue amount of \$825,000. Interest ranges from 2.0 to 4.0 percent with final maturity October 1, 2031.	605,000
General obligation refunding bonds - series 2016, with original issue amount of \$1,085,000. Interest ranges from 0.60 to 1.50 percent with final maturity December 15, 2022.	<u>475,000</u>
Total bonds payable	6,744,550

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

6. Long-term Debt, continued

Governmental Activities, continued

Note payable:

On February 19, 2016, the City borrowed \$350,000 from Jones National Bank to finance the golf course purchase. The note bears interest of 2.75 percent and is due in 14 semi-annual installments of \$27,430 through November 1, 2022. 131,478

Capital Leases:

Capital lease obligation due to Cattle National Bank dated December 29, 2017, with original issue amount of \$56,737 to finance a Toro Workman mower for golf. The lease bears interest of 2.85 percent with annual principal and interest payments due July 1, 2018 through July 1, 2022. 23,333

Capital lease obligation due to Cattle National Bank dated January 18, 2019, with original issue amount of \$65,625 to finance a Groundmaster mower. The lease bears interest of 3.75 percent and is due in five annual principal and interest payments of \$15,000 commencing June 30, 2019 through June 30, 2023. 38,664

Capital lease obligation due to Exchange Bank dated September 1, 2020, with original issue amount of \$148,882 to finance golf carts. The lease bears interest of 3.25 percent and is due in 30 monthly principal and interest payments of \$3,300, commencing April 1, 2021 through September 1, 2025 (no lease payments are due October through March each year), with a final installment of \$64,762 due September 1, 2025. 145,582

Capital lease obligation due to Jones National Bank dated November 20, 2019, with original issue amount of \$63,797 to finance a Kubota tractor and mower. The lease bears interest of 3.29 percent and is due in five annual principal and interest payments of \$13,760, commencing March 21, 2020 through March 31, 2024. 50,794

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

6. Long-term Debt, continued

Governmental Activities, continued

Capital Leases, continued:

Capital lease obligation due to Caterpillar Financial dated October 28, 2015, with original issue amount of \$201,960 to finance Caterpillar motor grader. The lease bears interest of 5.01 percent and is due in five annual principal and interest payments of \$320,259, commencing October 15, 2015 through October 15, 2019 with a final installment of \$140,280 due October 28, 2020. 133,591

Capital lease obligation due to Jones National Bank dated June 7, 2017, with original issue amount of \$161,925 to finance a street sweeper. The lease bears interest of 2.22 percent and is due in ten semi-annual principal and interest payments of \$17,796, commencing November 1, 2017 through May 1, 2022. 67,251

Capital lease obligation due to Jones National Bank dated April 8, 2019, with original issue amount of \$23,464 to finance a 2019 Ford Interceptor for police. The lease bears interest of 3.40 percent and is due in three annual principal and interest payments of \$8,158, commencing July 15, 2019 through July 15, 2021. 7,890
Total capital lease obligations 467,105

Total governmental activities long-term obligations \$ 7,343,133

Current portion \$ 1,104,058

Noncurrent portion 6,239,075

Total \$ 7,343,133

The Debt Service Fund is making the bond payments, the General Fund is making the note payments, and the General Fund and Street Fund are making the capital lease payments.

CITY OF SEWARD, NEBRASKA
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2020

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

6. Long-term Debt, continued

Business-type Activities

As of September 30, 2020, the long-term debt payable from proprietary fund resources consisted of the following:

Bonds and notes payable:

Electric revenue refunding bonds - series 2012, with original issue amount of \$1,855,000. Interest ranges from 0.40 to 2.55 percent with final maturity February 15, 2025.	\$ 505,000
Electric revenue refunding bonds - series 2016, with original issue amount of \$4,755,000. Interest ranges from 0.85 to 3.20 percent with final maturity February 15, 2036.	3,680,000
Water general obligation bonds - series 2012, with original issue amount of \$464,400 (24 percent of the issue). Interest ranges from 0.30 to 2.15 percent with final maturity December 15, 2020.	25,200
Water revenue refunding bonds - series 2020, with original issue amount of \$1,635,000. Interest ranges from 1.2 to 2.15 percent with final maturity February 15, 2036.	1,635,000
Water revenue refunding bonds - series 2015, with original issue amount of \$1,305,000. Interest ranges from 2.0 to 2.35 percent with final maturity June 1, 2023. Bonds maturing June 1, 2022 and June 1, 2023 were called for early redemption on April 17, 2020.	150,000
Water revenue refunding bonds - series 2016, with original issue amount of \$1,205,000. Interest ranges from 0.95 to 1.80 percent with final maturity June 1, 2026.	935,000

CITY OF SEWARD, NEBRASKA
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2020

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

6. Long-term Debt, continued

Business-type Activities, continued

Bonds and notes payable, continued:

Sewer general obligation bonds – series 2012, with original issue amount of \$96,750 (5 percent of the issue). Interest ranges from 0.30 to 2.15 percent with final maturity December 15, 2020.	5,250
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Sewer revenue bonds – series 2013, with original issue amount of \$90,000. Interest is 3.20 percent with maturity September 1, 2032.	50,000
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Sewer revenue refunding bonds – series 2016, with original issue amount of \$3,860,000. Interest ranges from 2.0 to 2.75 percent with final maturity September 15, 2031.	<u>2,925,000</u>
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Total business-type activity bonds payable	<u>9,910,450</u>
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Capital Lease:

Capital lease obligation due to Caterpillar Finance dated March 15, 2015, with original issue amount of \$99,500 to finance a Caterpillar back hoe loader. The lease bears interest of 4.937 percent and is due in five annual principal and interest payments of \$12,924, commencing March 15, 2015 through March 15, 2019, with a final installment of \$51,765 due March 15, 2020. The Water and Sewer Fund are each paying half of these lease payments.	<u>-</u>
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Total business-type activity debt	<u>\$ 9,910,450</u>
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Current portion	\$ 975,450
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Noncurrent portion	<u>8,935,000</u>
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Total	<u>\$ 9,910,450</u>
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CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

6. Long-term Debt, continued

Component Unit

Airport debt:

Series 2011 bonds payable with original principal amount of \$545,000, bearing interest ranging from 1.20 to 3.55 percent with final maturity January 15, 2024. \$ 170,000

Series 2009 bonds payable with original principal amount of \$20,000, bearing interest of 4.75 percent with maturity January 15, 2024. 20,000

Note payable with original principal amount of \$112,400, to fund project costs until Federal and state grant money is received, bearing interest of 4.64 percent, due December 31, 2020. 112,400

Nebraska Department of Aeronautics loan with original principal amount of \$220,253, due in 120 monthly installments of \$1,322, bearing no interest through August 31, 2025. 77,998

Total Airport notes and bonds payable \$ 380,398

Current portion \$ 178,264

Noncurrent portion 202,134

Total \$ 380,398

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

6. Long-term Debt, continued

Annual debt service requirements to maturity, including principal and interest, for long-term debt as of September 30, 2020, are as follows:

<u>Year Ending September 30,</u>	Governmental Activities			
	Direct Placement Debt		Other Debt Issues	
	<u>Principal</u>	<u>Interest</u>	<u>Interest</u>	<u>Interest</u>
2021	\$ 278,508	\$ 20,304	\$ 825,550	\$ 113,938
2022	141,109	9,271	912,000	100,542
2023	66,973	5,305	933,000	86,031
2024	30,001	3,559	759,000	71,903
2025	81,992	2,570	530,000	60,874
2026-2030	-	-	2,655,000	171,128
2031-2035	-	-	130,000	5,200
	<u>\$ 598,583</u>	<u>\$ 41,009</u>	<u>\$ 6,744,550</u>	<u>\$ 609,616</u>

<u>Year Ending September 30,</u>	Business-type Activities		Component Unit	
	Other Debt Issues		Other Debt Issues	
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>
2021	\$ 975,450	\$ 208,891	\$ 178,264	\$ 6,098
2022	935,000	189,041	65,864	4,323
2023	960,000	171,933	60,864	2,636
2024	1,000,000	154,999	60,864	919
2025	1,025,000	136,042	14,542	-
2026-2030	3,205,000	442,104	-	-
2031-2035	1,615,000	130,712	-	-
2036-2040	195,000	3,120	-	-
	<u>\$ 9,910,450</u>	<u>\$ 1,436,842</u>	<u>\$ 380,398</u>	<u>\$ 13,976</u>

7. Interfund Transactions and Balances

The General Fund transferred \$566,647 to the Street Fund during the year ended September 30, 2020. Also, the Street Fund transferred \$660,864 to the Debt Service Fund during the year ended September 30, 2020.

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE D – OTHER NOTES

1. Employee Pension and Other Benefit Plans

Under Nebraska statutes, the City is to maintain a retirement plan for City policemen. This plan is funded through employee and employer contributions. The total contributions under this plan are deposited under a money purchase retirement plan with Ameritas Retirement. This plan requires that covered employees and the City contribute an amount equal to seven percent of the employee's monthly salary until such employee becomes eligible for regular retirement, at which time contributions shall cease. The eligible and covered payroll amounted to \$723,723 for the year ended September 30, 2020. Both the City and the covered employees' required contribution of \$50,661 was made for the year ended September 30, 2020. The employer contributions vest at the following rate: 0 to 2 years - 0 percent, 2 to 3 years - 40 percent, 4 years - 60 percent, 5 to 6 years - 80 percent, 7 years - fully vested. The employees also have the ability to make voluntary contributions to a deferred compensation plan in accordance with Internal Revenue Code Section 457. No voluntary 457 contributions were made during the year ended September 30, 2020.

The City maintains a defined contribution plan for the City employees in accordance with Internal Revenue Code Sections 457 and 401(a). The plan is available to all full-time City employees after six months of service. This plan is funded through employee and employer contributions. The total contributions under this plan are deposited with Ameritas Retirement. This plan requires that both covered employees and the City contribute six percent of the employee's salary to the plan. The total payroll amounted to \$2,804,631 and the covered payroll amounted to \$2,086,939 for the year ended September 30, 2020. The City and the employees contributed \$125,216 and \$125,216, respectively, for the year ended September 30, 2020. The employees also contributed \$47,509 to a deferred compensation plan in accordance with Internal Revenue Code Section 457 during the year ended September 30, 2020.

2. Risk Management

Insurance

The City is exposed to various risks of loss related to torts; thefts of, damage to, or destruction of assets; errors or omissions; injuries to employees; or natural disasters. The City purchases commercial insurance to protect against risks listed above. Insurance is maintained for the various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; dishonest employees; injuries to employees; and natural disasters. During the year ended September 30, 2020, the City did not reduce insurance coverage from levels in place during the prior year. No settlements have exceeded coverage levels in place during the past three fiscal years.

CITY OF SEWARD, NEBRASKA
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2020

NOTE D – OTHER NOTES, continued

2. Risk Management, continued

Deposits and Investments

Custodial Credit Risk. For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investment or collateral securities that are in the possession of an outside party. All of the underlying securities for the City’s investments at September 30, 2020, are held by the counterparties not in the name of the City. The underlying securities consist of cash, direct obligations of or guaranteed by the full faith and credit of the U.S. Government, and other similar obligations of the U.S. Government or its agencies.

Interest Rate Risk. As a means of limiting its exposure to fair value losses arising from rising interest rates, the City’s investment policy requires that market conditions and investment securities be analyzed to determine the maximum yield to be obtained and to minimize the impact of rising interest rates. The certificate of deposit maturities are as follows:

<u>Maturities by Month</u>	<u>Amount</u>
October 2020	\$ 334,830
November 2020	57,751
December 2020	312,279
February 2021	633,380
March 2021	71,156
April 2021	284,493
May 2021	246,597
August 2021	155,849
September 2021	311,175
December 2021	1,183,130
March 2022	118,554
April 2022	452,742
May 2022	82,465
June 2022	574,246
December 2022	216,737
March 2023	300,545
May 2023	15,000
December 2023	<u>113,940</u>
	\$ <u>5,464,869</u>

CITY OF SEWARD, NEBRASKA
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2020

NOTE D – OTHER NOTES, continued

2. Risk Management, continued

Deposits and Investments, continued

Credit Risk. Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. The City’s investments consist of certificates of deposit and money market funds, minimizing credit risk associated with the City’s investment portfolio.

Concentration of Credit Risk. The City’s investment policy places no limit on the amount that may be invested in any one issuer. At September 30, 2020, the City’s investments in certificates of deposit consisted of the following:

<u>Financial Institution</u>	<u>Amount</u>
Cattle National Bank	\$ 2,926,922
Jones National Bank	2,321,210
Union Bank	<u>216,737</u>
	\$ <u>5,464,869</u>

Foreign Currency Risk. This risk relates to adverse effects on the fair value of an investment from changes in exchange rates. The City’s investments had no exposure to foreign currency risk and the City held no investments denominated in foreign currency at September 30, 2020.

3. Commitments and Contingencies

Construction/Contractual Commitments

The City has numerous construction projects and other contracts in progress. The City intends to fund the construction through operations or long-term financing.

<u>Project</u>	<u>Contract Amount</u>	<u>Paid Through 9/30/20</u>	<u>Obligation Pending</u>	<u>Expected Completion Date</u>
6 th Street water main	\$ 503,457	\$ 259,650	\$ 243,807	December 2020
Industrial substation	503,491	534,142	59,349	January 2021
Outfall relocation project	342,166	-	342,166	May 2021
Levee accreditation	48,850	37,371	11,479	November 2020
East Seward St improvements	969,093	563,956	405,137	August 2021
Waverly Road improvements	3,651,946	1,368,677	2,283,269	December 2021
Karol Kay Blvd improvements	804,428	-	804,428	September 2021
Concrete pad at Armory Park	20,169	10,085	10,084	November 2020
Case wheel loader	115,700	-	115,700	October 2020

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE D – OTHER NOTES, continued

3. Commitments and Contingencies, continued

Power Contract

In December 2015, the City entered into a contract with the Nebraska Public Power District (NPPD) for the purchase of electric power on a wholesale basis for a term of 20 years. The contract stipulates that if the City determines at any time that it wished to obtain power from another source, it must give written notice to NPPD five years prior to the time it proposes to change wholesale providers. Beginning on the date of the change, the City would be obligated to pay each month for an amount of power equal to an average of the maximum amounts of power purchased during the same month in each of the five years prior to the date of change. As of the date of this report, the City plans to continue its contract with NPPD and thus, no liability associated with this commitment has been accruing in the financial statements.

Lease Commitments

On February 1, 2016, the City entered into a seven year lease through December 31, 2022 for the golf course. The lease calls for annual rent of \$1,950. In addition, the City must pay the real estate tax on the property. The City paid rent of \$1,950 and real estate tax of \$3,704 under this lease agreement during the year ended September 30, 2020.

Lease commitments as of September 30, 2020, are as follows:

<u>Year ending September 30,</u>	<u>Commitment</u>
2021	\$ 1,950
2022	<u>1,950</u>
	<u>\$ 3,900</u>

Contingencies

As a result of the spread of the COVID-19 coronavirus, economic uncertainties have arisen worldwide. While the disruption this pandemic is causing is currently expected to be temporary, there is considerable uncertainty around the duration. Therefore, the financial impact to the City that could occur as a result of this issue is unknown and cannot be reasonably estimated at this time.

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE D – OTHER NOTES, continued

4. Interlocal Agreements

The City has the following interlocal agreements in effect as of September 30, 2020:

Parties to Agreement	Agreement Period	Descriptions
Civil Defense	1981 - ongoing	Joint City/County Organization
Police Department	1990 – ongoing	Interlocal cooperative “RAP”/Rural Apprehension Program
Upper Big Blue Natural Resources District	2/20/18 thru 6/30/20	Pay up to 50 percent of levee accreditation
Nebraska Community Energy Alliance	6/17/14 thru 6/17/2074	Advancement of Natural Gas & Electric Vehicle Infrastructure and Use
Seward County	06/01/2020 thru 05/31/2021	Prosecution Services/Per Year
Seward County	2004 – ongoing	Emergency Management Organization (Joint County-City)
Seward County	1997 – ongoing	EL overhead line-Section 27 & 28, Township N Range 3E
Seward County	1995 – ongoing	Combined Communications Center (Enhanced 911)
Seward County	1999 – ongoing	Police firearms range
Seward County	2011 – ongoing	Wellhead protection/City pays admin & Legal fees
Seward County Public Power	1980 – ongoing	Joint use of poles/SPPD to pay \$1.50/pole
South Crest Subdivision	1982 – ongoing	Sanity Imp Dist #3-WA & SE/City to provide routine maintenance
Staplehurst, Village of	2000 – ongoing	Use of burnsite for brush & untreated wood/Staplehurst pays \$1,000/yr
Statewide Communications Alliance	2002 – 2032	Jointly own, operate, regulate, manage and maintain statewide system
Upper Big Blue Natural Resources District	05/02/2017 thru 06/30/2020	Construction costs for hiking/bicycle trail \$150,000 paid by Upper Big Blue Natural Resource
Seward County Rural Fire Protection District	07/01/2020 thru 06/30/2021	Fire Protection/Equipment
H-GAC	10/01/2018 thru 09/30/2019	Cooperative purchasing program #17-5994
Seward County Chamber & Development Partnership	10/01/2019 thru 09/30/2020	Economic Development

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE D – OTHER NOTES, continued

5. Tax Abatements/Conduit Debt

The Community Development Agency (CDA), who is authorized by Nebraska statutes to enter into property tax abatement agreements for the purpose of developing properties in blighted areas, has entered into tax increment financing (TIF) agreements with various redevelopers. The TIF program has the stated purpose of increasing valuation, business activity and employment in the community.

Under the TIF program, redevelopers can apply for TIF financing whereby the property tax they pay on the increased valuation of property under a TIF agreement is returned to the redeveloper (in the form of payments on conduit debt) by the CDA to finance the project for a period of up to 15 years.

Information relevant to the abatements granted by the CDA for the year ended September 30, 2020 is as follows:

<u>TIF Project:</u>	<u>Years Remaining on TIF Agreements</u>	<u>2020 TIF Valuation</u>	<u>TIF Proceeds Received during the year 9-30-2020</u>
Progressive Sheet Metal	8	\$ 174,967	\$ 4,724
Sports Express	8	171,953	4,172
Cobblestone Inn	8	1,803,390	39,230
B & M Seed	8	430,104	10,030
Jones Bank	10	944,365	60,349
Jones Insurance	9	573,643	9,401
Grimes Construction	10	339,054	2,956
CNG, Inc.	11	4,831,845	72,043
Lindner	10	330,927	6,190
Two Creeks Holding	11	356,434	5,882
Bottle Rocket Brewing	11	276,961	13,374
Bradford	12	239,425	3,750
Peek Properties	10	86,577	2,586
Plex Homes	15	432,934	-
Project Superior	15	2,532,465	-
Green Futures	15	513,130	-
Two Creeks Storage	14	122,405	2,101
Fast Mart	13	696,561	<u>17,401</u>
			<u>\$ 254,189</u>

CITY OF SEWARD, NEBRASKA

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2020

NOTE D – OTHER NOTES, continued

6. Subsequent Events

Management has evaluated subsequent events through March 30, 2021, the date on which the financial statements were available for issue.

On October 6, 2020, Council awarded a bid for the electric AMI metering system to Aclara for \$838,505 and a bid for the water AMI metering system to Metering and Technology Solutions for \$629,555.

On October 20, 2020, Council approved a redevelopment plan for TIF financing on the Levander's Body Shop project.

Also on October 20, 2020, Council awarded a bid for the wastewater outfall relocation project to Van Kirk Bros. Contracting for \$283,701.

On January 19, 2021, Council approved the purchase of a 900-Eco 9-yard combination sewer cleaning truck and body from Mid-Iowa Solid Waste Equipment Company for \$356,695.

On February 16, 2021, Council approved redevelopment plans for TIF financing on the Old Town Square, LLC and IHC Properties, LLC projects.

On March 2, 2021, Council authorized the issuance of \$3,200,000 of Series 2021 Sewer Revenue Refunding Bonds to refinance the Series 2013 and Series 2016 Sewer Revenue Bonds.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF SEWARD, NEBRASKA
BUDGETARY COMPARISON SCHEDULE -
GENERAL FUND

Year ended September 30, 2020

	Budget (Original and <u>Final</u>)	<u>Actual</u>	Variances - Actual Over (Under) Final <u>Budget</u>
RESOURCES (INFLOWS)			
Taxes:			
Property	\$ 1,619,301	\$ 1,615,986	\$ (3,315)
Motor vehicle	148,000	165,993	17,993
Sales tax	790,923	1,312,775	521,852
Franchise	1,173,591	1,158,124	(15,467)
Occupation	334,700	322,364	(12,336)
Intergovernmental	54,000	59,639	5,639
Charges for services	1,191,239	795,186	(396,053)
Interest income	11,550	29,039	17,489
Grants	160,000	90,426	(69,574)
Contributions	275,200	188,444	(86,756)
Other	5,395	1,745	(3,650)
	<u>5,763,899</u>	<u>5,739,721</u>	<u>(24,178)</u>
Total resources			
CHARGES TO APPROPRIATIONS (OUTFLOWS)			
General government	334,066	277,449	(56,617)
Public safety	1,781,776	1,294,162	(487,614)
Public works	530,612	456,738	(73,874)
Environment and leisure	2,564,923	2,086,010	(478,913)
Capital outlay	842,125	544,833	(297,292)
Principal payments on debt	-	60,607	60,607
Interest expense	-	6,077	6,077
	<u>6,053,502</u>	<u>4,725,876</u>	<u>(1,327,626)</u>
Total charges to appropriations			
Resources over (under) charges to appropriations	(289,603)	1,013,845	1,303,448
OTHER FINANCING USES			
Transfers out	(566,647)	(566,647)	-
	<u>(566,647)</u>	<u>(566,647)</u>	<u>-</u>
RESOURCES OVER (UNDER) CHARGES TO APPROPRIATIONS AND OTHER FINANCING USES	<u>\$ (856,250)</u>	<u>\$ 447,198</u>	<u>\$ 1,303,448</u>

CITY OF SEWARD, NEBRASKA

**BUDGETARY COMPARISON SCHEDULE -
STREET FUND**

Year ended September 30, 2020

	Budget (Original and <u>Final</u>)	<u>Actual</u>	Variances - Actual Over (Under) Final <u>Budget</u>
RESOURCES (INFLOWS)			
Taxes:			
Sales tax	\$ 210,000	\$ 203,043	\$ (6,957)
Intergovernmental	861,000	820,142	(40,858)
Charges for services	2,500	40,875	38,375
Interest income	-	11	11
Grants	644,376	249,923	(394,453)
Bond proceeds	3,420,000	4,725,000	1,305,000
Other income	4,000	-	(4,000)
	<hr/>	<hr/>	<hr/>
Total resources	5,141,876	6,038,994	897,118
CHARGES TO APPROPRIATIONS (OUTFLOWS)			
Public works	881,770	815,884	(65,886)
Capital projects	5,581,243	3,780,318	(1,800,925)
Principal payments on debt	-	45,190	45,190
Interest on long-term debt	-	9,860	9,860
	<hr/>	<hr/>	<hr/>
Total charges to appropriations	6,463,013	4,651,252	(1,811,761)
Resources over (under) charges to appropriations	(1,321,137)	1,387,742	2,708,879
OTHER FINANCING SOURCES (USES)			
Transfers in	566,647	566,647	-
Transfers out	-	(660,864)	(660,864)
	<hr/>	<hr/>	<hr/>
Net transfers	566,647	(94,217)	(660,864)
RESOURCES AND OTHER FINANCING SOURCES (USES) OVER (UNDER) CHARGES TO APPROPRIATIONS			
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
	\$ (754,490)	\$ 1,293,525	\$ 2,048,015

CITY OF SEWARD, NEBRASKA

**BUDGETARY COMPARISON SCHEDULE -
DEBT SERVICE FUND**

Year ended September 30, 2020

	Budget (Original and <u>Final</u>)	<u>Actual</u>	Variances - Actual Over (Under) Final <u>Budget</u>
RESOURCES (INFLOWS)			
Sales tax	\$ 567,912	\$ 429,077	\$ (138,835)
Interest income	2,500	11,059	8,559
	<hr/>	<hr/>	<hr/>
Total resources	570,412	440,136	(130,276)
CHARGES TO APPROPRIATIONS (OUTFLOWS)			
Principal payments	490,237	940,236	449,999
Interest and fees	77,675	140,306	62,631
	<hr/>	<hr/>	<hr/>
Total charges to appropriations	567,912	1,080,542	512,630
Resources over (under) charges to appropriations	2,500	(640,406)	(642,906)
OTHER FINANCING SOURCES			
Transfer in	-	660,864	660,864
	<hr/>	<hr/>	<hr/>
RESOURCES AND OTHER FINANCING SOURCES OVER CHARGES TO APPROPRIATIONS	<u>\$ 2,500</u>	<u>\$ 20,458</u>	<u>\$ 17,958</u>

CITY OF SEWARD, NEBRASKA

**BUDGETARY COMPARISON SCHEDULES -
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION**

Year ended September 30, 2020

**Note A - Explanation of Differences between Budgetary Inflows and Outflows and
GAAP Revenue and Expenditures**

	<u>General Fund</u>	<u>Street Fund</u>	<u>Debt Service Fund</u>
Sources/inflows of resources:			
Actual amounts of resources (budgetary basis) from the budgetary comparison schedules	\$ 5,739,721	\$ 6,038,994	\$ 440,136
Differences - budget to GAAP:			
Cash to accrual adjustments	246,904	521,796	-
Total revenues as reported on the statement of revenues, expenditures, and changes in fund balances - governmental funds	\$ 5,986,625	\$ 6,560,790	\$ 440,136
Uses/outflows of resources:			
Actual amounts (budgetary basis) total charges to appropriations from the budgetary comparison schedules	\$ 4,725,876	\$ 4,651,252	\$ 1,080,542
Differences - budget to GAAP:			
Cash to accrual adjustments	14,183	(66,858)	-
Total expenditures as reported on the statement of revenues, expenditures, and changes in fund balances - governmental funds	\$ 4,740,059	\$ 4,584,394	\$ 1,080,542

SUPPLEMENTARY INFORMATION

CITY OF SEWARD, NEBRASKA
COMBINING BALANCE SHEET -
NONMAJOR GOVERNMENTAL FUNDS

September 30, 2020

	Special Revenue Funds			Permanent Fund	Total Nonmajor Governmental Funds
	<u>CDBG</u>	<u>LB840</u>	<u>TIF</u>	Perpetual Care	
ASSETS					
Interest receivable	\$ -	\$ -	\$ -	\$ 28	\$ 28
Restricted assets:					
Cash and cash equivalents	19,964	30,931	219,552	214,313	484,760
Certificates of deposit	-	-	-	15,000	15,000
Total assets	\$ 19,964	\$ 30,931	\$ 219,552	\$ 229,341	\$ 499,788
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable	\$ 2,426	\$ 7	\$ -	\$ -	\$ 2,433
Fund balances:					
Nonspendable:					
Cemetery perpetual care	-	-	-	229,341	229,341
Restricted for:					
Federal programs	17,538	-	-	-	17,538
Economic development	-	30,924	219,552	-	250,476
Total fund balances	<u>17,538</u>	<u>30,924</u>	<u>219,552</u>	<u>229,341</u>	<u>497,355</u>
Total liabilities and fund balances	\$ 19,964	\$ 30,931	\$ 219,552	\$ 229,341	\$ 499,788

CITY OF SEWARD, NEBRASKA

**COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES - NONMAJOR GOVERNMENTAL FUNDS**

For the year ended September 30, 2020

	<u>Special Revenue Funds</u>			<u>Permanent Fund</u>	<u>Total Nonmajor Governmental Funds</u>
	<u>CDBG</u>	<u>LB840</u>	<u>TIF</u>	<u>Perpetual Care</u>	
REVENUES					
Sales tax	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000
TIF proceeds	-	-	254,189	-	254,189
Grant revenue	197,404	13,030	-	-	210,434
Charges for services	-	-	255,296	88	255,384
Contributions	-	-	-	8,850	8,850
Loan collections	-	90,005	-	-	90,005
Interest income	583	851	556	1,366	3,356
Total revenues	<u>197,987</u>	<u>253,886</u>	<u>510,041</u>	<u>10,304</u>	<u>972,218</u>
EXPENDITURES					
General government	200,069	-	-	-	200,069
Economic development	-	416,285	300,983	-	717,268
Public works	-	-	-	145	145
Total expenditures	<u>200,069</u>	<u>416,285</u>	<u>300,983</u>	<u>145</u>	<u>917,482</u>
Net change in fund balances	(2,082)	(162,399)	209,058	10,159	54,736
Fund balances - September 30, 2019	<u>19,620</u>	<u>193,323</u>	<u>10,494</u>	<u>219,182</u>	<u>442,619</u>
Fund balances - September 30, 2020	<u>\$ 17,538</u>	<u>\$ 30,924</u>	<u>\$ 219,552</u>	<u>\$ 229,341</u>	<u>\$ 497,355</u>

CITY OF SEWARD, NEBRASKA

**COMBINING STATEMENT OF NET POSITION -
COMPONENT UNITS**

September 30, 2020

	<u>Seward Airport Authority</u>	<u>Seward Library Foundation</u>	<u>Total Component Units</u>
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 150,113	\$ 86,011	\$ 236,124
Certificates of deposit	30,000	53,845	83,845
County treasurer cash	12,640	-	12,640
Investments	-	48,612	48,612
Receivables:			
Property tax	3,879	-	3,879
Accounts receivable	1,375	-	1,375
Grants receivable	113,967	-	113,967
Interest	3	-	3
Prepaid insurance	11,960	-	11,960
Total current assets	<u>323,937</u>	<u>188,468</u>	<u>512,405</u>
Noncurrent assets:			
Permanently restricted investments	-	85,616	85,616
Capital assets:			
Land	105,156	-	105,156
Construction in progress	1,121,910	-	1,121,910
Other capital assets, net of depreciation	2,801,583	-	2,801,583
Net capital assets	<u>4,028,649</u>	<u>-</u>	<u>4,028,649</u>
Total noncurrent assets	<u>4,028,649</u>	<u>85,616</u>	<u>4,114,265</u>
Total assets	4,352,586	274,084	4,626,670
LIABILITIES			
Current liabilities:			
Accrued interest payable	2,350	-	2,350
Unearned revenue	18,274	-	18,274
Current portion of long-term debt	178,264	-	178,264
Total current liabilities	<u>198,888</u>	<u>-</u>	<u>198,888</u>
Noncurrent liabilities:			
Noncurrent portion of long-term debt	202,134	-	202,134
Total liabilities	<u>401,022</u>	<u>-</u>	<u>401,022</u>
NET POSITION			
Net investment in capital assets	3,648,251	-	3,648,251
Permanently restricted-Guthal	-	85,616	85,616
Unrestricted	303,313	188,468	491,781
Total net position	<u>\$ 3,951,564</u>	<u>\$ 274,084</u>	<u>\$ 4,225,648</u>

CITY OF SEWARD, NEBRASKA

**COMBINING STATEMENT OF ACTIVITIES -
COMPONENT UNITS**

For the year ended September 30, 2020

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Charges for Services</u>	<u>Program Revenues Operating Grants and Contributions</u>
Seward Airport Authority:			
Airport	\$ 323,211	\$ 103,625	\$ -
Seward Library Foundation:			
Library support	<u>8,696</u>	<u>-</u>	<u>7,427</u>
Total component units	<u><u>\$ 331,907</u></u>	<u><u>\$ 103,625</u></u>	<u><u>\$ 7,427</u></u>

<u>Capital Grants and Contributions</u>	<u>Net (Expenses) Revenues and Changes in Net Position</u>		
	<u>Airport Authority</u>	<u>Community Development Agency</u>	<u>Total Component Units</u>
\$ -	\$ (219,586)	\$ -	\$ (219,586)
-	-	(1,269)	(1,269)
<u>\$ -</u>	<u>(219,586)</u>	<u>(1,269)</u>	<u>(220,855)</u>
General revenues:			
Taxes:			
Property	177,869	-	177,869
Interest income	266	1,988	2,254
Dividends	-	278	278
Gain on investments	-	9,310	9,310
Total general revenues	<u>178,135</u>	<u>11,576</u>	<u>189,711</u>
Change in net position	(41,451)	10,307	(31,144)
Net position - beginning of year	<u>3,993,015</u>	<u>263,777</u>	<u>4,256,792</u>
Net position - end of year	<u>\$ 3,951,564</u>	<u>\$ 274,084</u>	<u>\$ 4,225,648</u>

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

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

To the Honorable Mayor and Members of the City Council
City of Seward, Nebraska

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, 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 of the City of Seward, Nebraska, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City's financial statements, and have issued our report thereon dated March 30, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Seward's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies, and therefore material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify certain deficiencies in internal control, described below that we consider to be significant deficiencies.

Segregation of Duties

Due to limited number of personnel, there is not adequate segregation of duties to ensure internal control over cash receipts, disbursements, and recording of transactions.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Seward's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City of Seward's Response to Findings

The City of Seward's response to the findings identified in our audit is that due to the small size of the City, it is impractical to further segregate duties. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our 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. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

AMGL, PC.

Grand Island, Nebraska
March 30, 2021

To the Honorable Mayor and City Council
City of Seward
Seward, Nebraska

We have audited 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 of the City of Seward for the year ended September 30, 2020, and have issued our report thereon dated March 30, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated September 21, 2020. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Seward are described in Note A to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended September 30, 2020. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of the collectability of accounts receivable is based on historical utility revenues, historical loss levels, and an analysis of the collectability of individual accounts. We evaluated the key factors and assumptions used to develop the collectability of accounts receivable in determining that it is reasonable in relation to the financial statements taken as a whole.

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Management's estimate of the depreciation of capital assets is based on the estimated useful life of the capital asset. We evaluated the key factors and assumptions used to develop the depreciation of capital assets in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. Twenty-six audit adjustments increased the fund balances of the City's governmental funds by \$442,098. Thirteen audit adjustments increased the net position of the City's business-type funds by \$2,552,845. The following material misstatements detected as a result of audit procedures were corrected by management:

1. Sales tax receivable and revenue were both increased \$53,860 on the governmental funds.
2. Street Fund accounts payable was decreased \$73,540 with a corresponding decrease to various expenses. Electric fund accounts payable was decreased \$65,843, Water accounts payable was decreased \$29,143, and Sewer accounts payable was decreased \$16,037 with corresponding decreases to various expenses.
3. Capital assets were increased and expenses decreased \$3,107,004 on the business-type activities.
4. Depreciation expense of \$1,595,287 was recorded on the business-type activities.
5. Long-term debt was decreased \$959,280 with corresponding decreases to expenses on the business-type activities.
6. Grants receivable and revenue were increased \$197,878 on the General Fund and \$500,000 on the Street Fund.
7. Tax increment financing liability and TIF expenses were both decreased \$48,397.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction,

that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated March 30, 2021.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

In connection with our audit of the financial statements of the City of Seward as of September 30, 2020, we noted certain matters that we believe you should consider. Our observations were formed as a by-product of our audit procedures, which did not include a comprehensive review for the purpose of submitting detailed recommendations.

1. Currently, the City's chart of accounts is not broken down by funds. Accounts are mixed across funds in one trial balance. This makes it very difficult to budget, audit, and manage revenue and expenses by fund, which governmental entities must do. We recommend changing the accounting system to operate on a fund basis, with each fund being a self-balancing subset of the entire City's chart of accounts.
2. The account numbering system does not discern between assets, liabilities, equity, revenue and expenses. We recommend incorporating an account numbering system that makes it possible to identify what type of account it is by number. (For example, assets could have a 1 as the leading digit, liabilities could have 2, equity could have 3, revenue could have 4, and expenses could have 5.)

Other Matters

We applied certain limited procedures to the Management Discussion and Analysis and the budgetary comparison schedules, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted 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 did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the nonmajor governmental combining statements and the component unit combining statements, which accompany the financial statements but are not RSI. With respect to the supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the use of the City Council and management of the City of Seward and is not intended to be and should not be used by anyone other than these specified parties.

AMGL, PC

Grand Island, Nebraska
March 30, 2021

To the Honorable Mayor and City Council
City of Seward
Seward, Nebraska

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Seward as of and for the year ended September 30, 2020, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing our auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiencies in the City of Seward's internal control to be significant deficiencies:

The size of the City's accounting and administrative staff precludes certain internal controls that would be preferred if the office staff were large enough to provide optimum segregation of duties. This lack of segregation of duties creates an opportunity for employees to commit fraud that may go undetected. This situation suggests that the City Council remain involved in the financial affairs of the City to provide oversight and independent review functions.

Wealth Management, LLC Registered Investment Advisor, is affiliated with AMGL, P.C. and offers wealth management and investment advisory services.

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A PROFESSIONAL
CORPORATION

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AMGL, INC.

Grand Island, Nebraska
March 30, 2021

	Reference	Recommended	2020	2019	2018	2017	2016
Population			6,964	6,964	6,964	6,964	6,964
Valuation		\$ 323,058,792	\$ 512,267,318	\$ 492,355,409	\$ 466,375,160	\$ 450,516,392	\$ 443,130,169
Per Capita		\$ 58,244	\$ 73,559	\$ 70,700	\$ 66,969	\$ 64,692	\$ 63,632
1) Unrestricted Net Position/Total Net Position							
Government Wide	Page 14	30%	34.88%	34.48%	36.03%	35.34%	37.09%
Governmental Activities	Page 14	25%	35.37%	27.45%	21.23%	18.49%	17.72%
Business-Type Activities	Page 14	35%	34.44%	40.39%	48.35%	48.60%	51.33%
2) Top 5 Sources of Revenues - Governmental Activities							
Sales Tax	Page 9	\$300 per Capita	\$ 310	\$ 260	\$ 234	\$ 217	\$ 240
Property Taxes		\$254 per Capita	232	223	212	205	194
State Allocation		\$165 per Capita	118	118	110	106	100
Grants and Contributions		\$235 per Capita	214	82	97	94	179
Franchise Tax		\$105 per Capita	166	165	167	161	139
3) State Allocations							
Highway Allocation		\$120 Per Capita	\$ 109	\$ 109	\$ 100	\$ 97	\$ 92
Municipal Equalization		\$45 Per Capita	-	-	-	-	-
4) Governmental Expenses (Excludes capital outlay)							
Administration		\$90 Per Capita	\$ 39	\$ 38	\$ 38	\$ 35	\$ 39
Cemetery		\$25 Per Capita	19	25	19	18	19
Civic Center		\$20 Per Capita	21	18	17	19	19
Dowding Pool		\$30 Per Capita	22	32	29	32	27
Fire and Rescue		\$70 Per Capita	14	19	17	24	23
Library		\$60 Per Capita	69	71	71	74	75
Recreation		\$40 Per Capita	33	31	29	28	34
Police		\$225 Per Capita	174	172	172	164	157
Building Inspection		\$10 Per Capita	10	12	13	17	17
Golf		\$50 Per Capita	51	47	46	43	32
Senior Center		\$30 Per Capita	18	17	18	16	17
5) Outstanding GO Debt/Valuation							
	Page 13	< 5%-Good < 3%-Excellent	1.43%	0.71%	0.87%	1.14%	1.27%

City of Seward
September 30,

	Reference	Recommended	2020	2019	2018	2017	2016
6) Unassigned Fund Balance/General Fund Expenditures	Pages 16 & 18	40%	89.18%	80.29%	58.76%	60.68%	33.23%
7) Months Expense in Street Cash Reserve	Pages 16 & 18	12.0	5.4	4.6	7.0	16.6	26.3
8) Levy Rates							
General		0.38	0.318000	0.318000	0.318000	0.318000	0.318000
		\$211/Capita	\$ 234	\$ 225	\$ 213	\$ 206	\$ 202
Airport Authority		0.03	0.035000	0.035209	0.034653	0.035000	0.035000
		\$43/Capita	\$ 26	\$ 25	\$ 23	\$ 23	\$ 22
Total Levy			0.353000	0.353209	0.352653	0.353000	0.353000
9) Net Depreciable Capital Assets/Original Cost							
Governmental Activities	Page 47	> 35%	55.51%	56.98%	59.92%	62.51%	64.24%
Business-type Activities	Page 49	> 35%	42.41%	44.83%	47.54%	50.60%	53.03%
10) Operating Income/Total Operating Revenue	Page 21						
Electric Fund		15.00%	3.85%	1.73%	2.91%	4.15%	10.93%
Water Fund		15.00%	31.79%	28.11%	27.56%	6.22%	32.54%
Sewer Fund		15.00%	20.74%	16.27%	16.68%	15.21%	12.75%
11) Debt Coverage Ratio							
Electric Fund	Pages 21 & 22	1.50	2.36	1.99	2.09	1.85	4.66
Water Fund		1.50	0.49	2.15	2.02	1.06	2.17
Sewer Fund		1.50	2.29	2.15	2.00	1.88	1.77
12) Cash, Investments & Treasurer Cash							
General Fund (unassigned):	Pages 16/18/47						
Operating		2,100,000					
Replacement		-					
(Budgetary stabilization = \$895,978)		2,100,000	4,227,087	3,604,961	3,089,194	2,492,533	1,445,672
Business-type Activities (Excluding Depreciation/Amortization)	Pages 20/21/49						
Operating		5,175,000					
Restricted		2,107,881					
Replacement		3,815,000					
		11,097,881	10,828,159	12,077,337	13,884,075	13,705,016	14,542,629

3. Discussion and Consideration of Plans and Specifications for New Fire Tanker Truck (Replace Unit 42) and Authorization to Advertise for Bids - Seward Volunteer Fire Department

Specifications, Bid and Contract Documents
For
Seward Volunteer Fire Department



Unit 42 2021 Gallon DrySide Poly Tanker Apparatus

Opening Date: June 1, 2021 2:00PM

Submitted by:

Seward Volunteer Fire Department

Acceptance Authority
Fire Chief, James Kimsey

Owner
Mayor, Joshua Eickmeier

Committee Members

James Kimsey – Chief
Daniel Brumm – Asst. Chief
Landon Dirks – Training Officer
Kent Auman – Safety Officer

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Invitation to Bid

Sealed proposals will be received by the City Clerk/Human Resources Director of the City of Seward, at the City Hall in Seward, Nebraska until **June 1st at 2:00 PM** for furnishing, fabricating, assembling and placing into proper operation the following equipment.

A 2021 or newer 2000 Gallon Dry Side Poly Tanker Apparatus

At this time, all bids shall be opened and publicly read aloud. Bids received after the above-specified time for opening will be returned unopened to the sender. Bid forms and copies of the plans and specifications are on file and open to public inspection at the office of the City Clerk/Treasurer in the City of Seward Nebraska.

A set of bid documents may be obtained from the City of Seward City Clerk's office at City Hall Seward Nebraska 68434. Each bid shall be accompanied by either a Certified Check or Bid Bond payable to the City of Seward, Nebraska, the amount of which shall not be less than ten percent (10%) of the bid price, as a guarantee that the bidder, if successful will execute a contract and file the required performance bond within thirty (30) days after acceptance. Checks accompanying unsuccessful bids will be returned to the bidders within thirty (30) days after acceptance.

The successful bidder will be required to furnish a satisfactory performance bond in the sum of the full amount of the contract within thirty (30) days after the notice of award. The bond shall be executed by the contractor on the required forms and by corporate surety, acceptable to the owner.

Bids shall be evaluated by the owner based on economic, quality, experience of the manufacturer, availability of service for repair and the addition of any conditions, qualifications or exceptions the bid documents contain. The owner reserves the right to reject any and all bids and to waive any technicalities in bidding.

The City of Seward Nebraska
Mayor, Joshua Eickmeier

Attest: Julie Moody
Deputy City Clerk

Instructions to Bidders

A. The owner for this project is the City of Seward Nebraska

B. Proposal Form - Each bid must be submitted on the Proposal Form supplied by the owner.

C. Bid Security - Each proposal must be accompanied by a bid security of the type and in an amount equal to the sum set out in the INVITATION TO BIDDERS. The bid security of the two lowest bidders will be retained until a contract is entered into by the successful low bidder and the required Bonds and Insurance certificates are filed. All other bid securities will be returned only after the tabulation of the bids is completed.

D. Submitting Proposals - Each proposal must be submitted in ink or type written, in a sealed envelope with the following information on the outside

a. The Bidders Name

b. The Bidders Address

c. The words "Seward Volunteer Fire Department Unit 42 2000 Gallon Dry Side Poly Tanker Proposal"

The bid security must be submitted in a separate sealed envelope with the following information on the outside:

a. The Bidders Name

b. The Bidders Address

c. The words "Seward Volunteer Fire Department Unit 42 2000 Gallon Dry Side Poly Tanker Bid Security"

If the proposal is mailed, the two separate envelopes shall be placed in one mailing envelope sealed and addressed to the City of Seward, P.O. Box 38, Seward Nebraska 68434. The mailing envelope must have the following information on the outside:

a. The Bidders Name

b. The Bidders Address

c. The words "Seward Volunteer Fire Department Unit 42 2000 Gallon Dry Side Poly Tanker Proposal and Bid Security"

E. Withdrawal Period - No bidder may withdraw a proposal within thirty (30) days after the date of bid opening.

F. Informalities - The owner may waive any informalities or reject any and all bids.

G. Qualifications of Bidders -

a. The owner will not award the contract to any bidder who cannot furnish satisfactory evidence that he has adequate equipment and personnel to complete the work properly within the time stated in the proposal, and that he has suitable financial status to properly meet all obligations incidental to performing the work.

b. If required, a Bidder shall submit to the City of Seward a properly executed "Contractors Qualification Statement".

c. The Bidder shall submit with their proposal a list of similar units and their locations.

H. Liquidated Damages for Failure to Enter into Contract - The successful Bidder, upon his failure or refusal to execute and deliver the Contract, Bonds and Insurance Certificate required within thirty (30) days after he has received notice of acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

I. Contract Security - Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a Performance Bond on the amount at least equal to one hundred percent (100%) of the contract price as security for faithful performance of this contract (including one year guarantee and maintenance provisions) and for the payment of all persons performing labor on the project under this contract. The surety on such Bonds shall be duly authorized corporate surety company satisfactory to the Owner and shall be a duly authorized surety company licensed to do business in the State of Nebraska. Bond forms shall be as bound herein, or acceptable alternate.

J. Power of Attorney - Attorneys-in-fact who sign Bid Bonds, Performance, Labor and Material Payment Bonds must file with each bond a certified and effectively-dated copy of their power of attorney.

K. Laws and Regulations -The Bidders attention is directed to the fact that all applicable state laws, deferral regulations, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as through therein written out in full.

L. Obligation of Bidders - At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the drawings, Technical Specifications, and other Contract Documents. The document shall in no way relieve any Bidder from any obligation in respect of his bid.

M. Telegraphic Modification - Bids received prior to the time of opening will be SECURELY kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. Modification by telegraph of bids already submitted will be considered if received prior to the time set for opening and written confirmation of such modification over the signature of the Bidder is placed in the mail and postmarked prior to the time set for bid opening; however, if written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification. Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended subject to rejection by the Owner. The telegraphic communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner, until the sealed bid is opened.

N. Method of Award - The lowest bid submitted by a responsible Bidder will be awarded the contract providing such bid is considered reasonable and in the best interest of the Owner.

Time to complete the project will ALSO be a factor.

- O. Alternate Bid** - Bids will also be accepted and evaluated based on furnishing a demonstrator or used apparatus as outlined in the proposal section of the bid documents.
- P. Equipment Repair** - Each bid shall contain the location of the nearest approved repair station and detail of any repair agreements for the repair of major equipment components.

Proposal

Date: _____

**To: City of Seward
P.O. Box 38
Seward, Nebraska 68434**

Subject: "Seward Volunteer Fire Department 2021 or Newer 2000 Gallon Dry Side Poly Tanker"

The undersigned, HAVING familiarize himself with the attached contract documents which are as follows: Invitation to Bid, Instructions to Bidders, Technical Specifications, Special Conditions, Contract, Performance Bond and Waiver, Release of Lien, All of which contract documents are made a part thereof, and being familiar with all conditions surrounding the material to be furnished, the work to be performed and all local conditions including labor affecting the cost thereof, and having become familiarized with the applicable federal, state and local laws, ordinances, rules and regulations affecting the performance of the work, hereby propose to furnish all labor, materials and supplies and complete the work in accordance with the contract documents, including Addenda ____ thru _____, issued thereto, for the:

Option A DESCRIPTION

Total Firm Bid for a **2021 or Newer Unit 42 2000 Gallon Dry Side Poly Tanker and loose equipment.**

(price in words)

Dollars (\$ _____)

The contractor will begin work within _____ days after receipt of award
and complete within _____ days after start.

Option B DESCRIPTION

Total Firm Bid for a **2021 or Newer Unit 42 2000 Gallon Dry Side Poly Tanker Demonstrator and loose equipment.**

(price in words)

Dollars (\$ _____)

Exceptions to Specifications

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the contract documents and that, otherwise, it is the intent of the proposal that the work will be performed in accordance with the contract documents. Exceptions must be stated below to be considered valid.

Attach extra sheets if needed.

Signature: _____

Bidder: _____

By: _____ Title: _____

Address: _____

Technical Specifications

All apparatus construction shall meet or exceed current NFPA standards. Exceptions to the following will be accepted with explanations for each.

GENERAL INFORMATION

Does Your Bid Comply? YES NO

The proposed apparatus will be constructed to withstand the severe and continuous use encountered during emergency fire fighting services. The apparatus shall be of the latest type, carefully designed and constructed with due consideration to the nature and distribution of the load to be sustained. These specifications detail the proposal for general design criteria of cab and chassis components, fire pump and related components, water tank, fire body, electrical components, painting, and equipment. All items of these proposal specifications will conform to the National Fire Protection Association Pamphlet No. 1901, latest edition. The manufacturer will furnish satisfactory evidence of our ability to construct, supply service parts and technical assistance for the apparatus specified. The proposed chassis will be certified as conforming to all applicable federal motor vehicle safety standards (FMVSS) in effect at the date of contract. This will be attested to by the attachment of a FMVSS certification label on the vehicle by the manufacturer, who will be recognized as the responsible final manufacturer.

GENERAL CONSTRUCTION

Does Your Bid Comply? YES NO

The proposed apparatus, assemblies, subassemblies, component parts, etc., will be designed and constructed with the due consideration to the nature and distribution of the load to be sustained and to the general character of the service to which the apparatus is to be subject when placed in service. All parts of the apparatus will be designed with a factor of safety, which is equal to or greater than that which is considered standard and acceptable for this class of equipment in fire fighting service. All parts of the proposed apparatus will be strong enough to withstand general service under full load. The apparatus will be so designed that the various parts are readily accessible for lubrication, inspection, adjustment and repair. The apparatus will be designed and constructed, and the equipment so mounted, with due consideration to distribution of the load between front and rear axles that all specified equipment, including a full water tank, loose equipment, and firefighters will be carried without overloading or injuring the apparatus.

STEPPING, STANDING & WALKING SURFACES

Does Your Bid Comply? YES NO

All stepping, standing, and walking surfaces on the body will meet NFPA #1901 anti-slip standards. Aluminum tread plate utilized for stepping, standing, and walking surfaces will be Alcoa No-Slip type. This material will be certified to meet the NFPA #1901 standard. Upon request by the purchaser, the manufacturer will supply proof of compliance with this requirement. All vertical surfaces on the body, which incorporate aluminum tread plate material, will utilize the same material pattern to provide a consistent overall appearance.

NFPA 1901-2016 STABILITY REQUIREMENTS

Does Your Bid Comply? YES NO

Apparatus shall meet NFPA 1901-2016 chapter 4.13 requirements for stability and roll over and shall be certified with center of gravity request as outlined by NFPA. A center of gravity calculation report will be provided for the specific individual vehicle. The apparatus shall meet the NFPA requirements for center of gravity testing.

INSPECTION TRIPS

Does Your Bid Comply? YES NO

The bidder shall provide one (1) factory pre-build conference trip for 2 customer representatives. And one (1) factory pre-delivery conference trip for 3 customer representatives. The inspection trips shall be scheduled at times mutually agreed upon between the manufacturer's representative and the customer. All costs such as travel, lodging and meals shall be the responsibility of the bidder.

CENTER OF GRAVITY TEST

Does Your Bid Comply? YES NO

The height of the fully loaded vehicle's center of gravity shall not exceed the chassis manufacturer's maximum limit. The apparatus, prior to acceptance, will be required to meet the vehicle stability of the applicable NFPA Automotive Fire Apparatus standard. A calculated center of gravity shall be provided. The calculated or measured center of gravity shall be no higher than 80% of the rear axle track width.

The front to rear weight distribution of the fully loaded vehicle shall be within the limits set by the chassis manufacturer. The front axle loads shall not be less than the minimum axle loads specified by the chassis manufacturer, under full loads and all other loading conditions.

NFPA COMPLIANCE

Does Your Bid Comply? YES NO

The apparatus shall comply with the 2016 edition of the NFPA #1901 standards and section contained therein, Chapter 7

Water Tender Fire Apparatus.

PERSONNEL PAYLOAD CAPACITY **Does Your Bid Comply?** **___YES ___NO**

A label shall be installed in the cab to denote that two (2) personnel may be carried.

REAR AXLE TOP SPEED **Does Your Bid Comply?** **___YES ___NO**

The rear axle/s shall be geared for a vehicle top speed in accordance with NFPA sections 4.15.2 and 4.15.3. Units with GVWR over 26,000 pounds shall be limited to 68 mph. If the combined tank capacity is over 1250 gallons of foam and water or the GVWR is over 50,000 pounds, the vehicle top speed shall be limited to 60 mph or the fire service rating of the tires, whichever is lower.

TOP SPEED **Does Your Bid Comply?** **___YES ___NO**

The road speed shall be set to 65 MPH per fire department, a waiver will be required for this top speed due to the above NFPA clause.

ANGLE OF APPROACH **Does Your Bid Comply?** **___YES ___NO**

The angle of approach for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901.

ANGLE OF DEPARTURE **Does Your Bid Comply?** **___YES ___NO**

The angle of departure for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901.

INSTRUCTION MANUALS/DRAWINGS, SCHEMATIC **Does Your Bid Comply?** **___YES ___NO**

The manufacturer will supply at time of delivery, one (1) copy of a complete operation and service manual covering the complete apparatus as delivered and accepted.

The manual will contain the following:

Descriptions, specifications, and ratings of chassis, pump (if applicable), and aerial device (if applicable).

Wiring diagrams

Lubrication charts

Operating instructions for the chassis, any major components such as a pump and any auxiliary systems.

Instructions regarding the frequency and procedures recommended for maintenance.

Parts replacement information.

CAB SAFETY SIGNS **Does Your Bid Comply?** **___YES ___NO**

The following safety signs shall be provided in the cab:

A label displaying the maximum number of personnel the vehicle is designed to carry shall be visible to the driver.

"Occupants must be seated and belted when apparatus is in motion" signs shall be visible from each seat.

"Do Not Move Apparatus When Light Is On" sign adjacent to the warning light indicating a hazard if the apparatus is moved (as described in subsequent section).

A label displaying the height, length, and GVWR of the vehicle shall be visible to driver. This label shall indicate that the fire department must revise the dimension if vehicle height changes while vehicle is in service.

One (1) label shall be installed in the cab, visible from each seating position. The label shall read "CAUTION: DO NOT WEAR HELMET WHILE SEATED." Helmets must be properly stowed while the vehicle is in motion according to the current edition of NFPA 1901.

OTHER:

One (1) "NO RIDERS" label shall be applied on the vehicle at the rear step area or other applicable areas. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion is prohibited.

MANUALS AND CERTIFICATION **Does Your Bid Comply?** **___YES ___NO**

At time of delivery, one (1) complete set of the following manuals and test shall be provided:

Pump Manual and Current Pump Test

Service Manuals

Chassis Operational Manuals

AMP DRAW REPORT

Does Your Bid Comply? YES NO

The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

The manufacturer of the apparatus will provide the following:

- 1) Documentation of the electrical system performance tests.
 - 2) A written load analysis, which will include the following:
 - A) The nameplate rating of the alternator.
 - B) The alternator rating under the conditions specified per: Applicable NFPA 1901 or 1906 (Current Edition).
 - C) The minimum continuous load of each component that is specified per: Applicable NFPA 1901 or 1906 (Current Edition).
 - D) Additional loads that, when added to the minimum continuous load, determine the total connected load.
 - E) Each individual intermittent load.
- All of the above listed items will be provided by the bidder per the applicable NFPA 1901 or 1906 (Current Edition).

PAYMENT TERMS

Does Your Bid Comply? YES NO

Apparatus is quoted with a "Zero Money Down" Contract, no down payment is required with full payment upon delivery to the fire department.

BASIC CHASSIS SPECIFICATIONS

Does Your Bid Comply?

- MODEL: 2021 or Newer Kenworth or Equal Cab YES NO
- DRIVE:2 Door Cab YES NO
- TYPE: Full Truck YES NO
- SERVICE:Fire Apparatus YES NO
- FRONT AXLE:14,600 lbs. Minimum Front GVW YES NO
- REAR AXLE:30,000 LBS. Minimum Rear GVW YES NO
- G.C.W.:44,600 LBS. YES NO
- ENGINE:8.9L or Larger Engine YES NO
- Horse Power:380 HP YES NO
- Cruise Control YES NO
- PTO Provision YES NO
- Air Compressor YES NO
- Air Restriction monitor YES NO
- EXHAUST:Single DPF RH mounted, horizontal tailpipe YES NO
- ALTERNATOR:320 amp YES NO
- BATTERIES:3 x (700) TOTAL 2100 CCA YES NO
- TRANSMISSION:Allison 3000EVS_P 5-SPD YES NO
- BRAKES:Full Air with ABS YES NO

CHASSIS TO HAVE REAR AXLE DIFFERENTIAL LOCK

Does Your Bid Comply? YES NO

REYCO SPRING STYLE SUSPENSION

Does Your Bid Comply? YES NO

ENGINE EXHAUST BRAKE

Does Your Bid Comply? YES NO

AIR CONDITIONING

Does Your Bid Comply? YES NO

POLISHED ALUMINUM WHEELS WITH CHROME HUB COVERS Does Your Bid Comply? YES NO

DUAL STUTTER TONE AIR HORNS ON FENDERS Does Your Bid Comply? YES NO

ONE (1) ALUMINUM 50 GALLON FUEL TANK Does Your Bid Comply? YES NO

HIGH IDLE Does Your Bid Comply? YES NO

S-CAM FRONT AND REAR BRAKES WITH ABS BRAKING SYSTEM Does Your Bid Comply? YES NO

BRIGHT FINISH WEST COAST STYLE MIRROR WITH HEAT AND REMOTE
Does Your Bid Comply? YES NO

STAINLESS STEEL SUNVISOR Does Your Bid Comply? YES NO

HIGHWAY TREAD ON FRONT TIRES Does Your Bid Comply? YES NO

ON/OFF ROAD TREAD ON REAR TIRES Does Your Bid Comply? YES NO

SINGLE HORIZONTAL EXHAUST Does Your Bid Comply? YES NO

PAINT SHALL BE VIPER RED Does Your Bid Comply? YES NO

TILT WHEEL Does Your Bid Comply? YES NO

ENGINE COMPARTMENT LAMP MOUNTED INSIDE ENGINE COMPARTMENT
Does Your Bid Comply? YES NO

AIR RIDE DRIVERS SEAT Does Your Bid Comply? YES NO

AIR RIDE PASSENGER SEAT Does Your Bid Comply? YES NO

NFPA COMPLIANT SEAT BELTS AND GRAB HANDLES Does Your Bid Comply? YES NO

EXHAUST SYSTEM Does Your Bid Comply? YES NO

The chassis exhaust shall be modified and redirected to the right side of the apparatus and will exit ahead of the rear wheel. A heat shield shall be installed under the body to protect the areas in which the areas where the exhaust system is routed.

SEAT BELT CLARIFICATION Does Your Bid Comply? YES NO

Red seat belts shall be provided to meet current NFPA standards. There shall be an in-cab seat belt monitor system to meet NFPA 2016 edition installed on apparatus.

VEHICLE DATA RECORDER Does Your Bid Comply? YES NO

Vehicle shall be equipped with a vehicle data recorder to meet NFPA 2016 edition Standards, with access to recorder in cab. The (VDR) shall be an on-board Vehicle Data Recorder installed in the chassis cab to collect essential information in order to assist in the training and safety efforts of the department. It shall be capable of recording 100 engine-hours worth of minute by minute information.

The VDR shall be capable of recording the following data at least once per second:

- Vehicle Speed (mph)
- Acceleration (mph/sec)
- Deceleration (mph/sec)
- Engine Speed (RPM)
- Engine Throttle Position (% of Full Throttle)
- Anti-Lock Braking System (On/Off)
- Seat Occupied Status (Occupied: Yes/No by Position)
- Seat Belt Status (Buckled: Yes/No by Position)
- Master Optical Warning Device Switch (On/Off)
- Time (24 Hour Clock)
- Date (Year/Month/Day)

All data stored in the VDR shall be up loadable by the user to a computer and importable into a data management software package. Data shall be password protected with access controlled by the purchaser.

Software shall be delivered with the apparatus that will run on both Windows® and Apple® operating systems and produce the following formatted reports from the uploaded data:

- Raw second-by-second data over a specified data/time range
- Daily log for the time the engine is running for a given date (minute-by-minute output of all values)
- Weekly summary (maximum values each hour for each day of the week)
- Monthly summary (maximum values each day for each day of the month)

SEAT BELT WARNING

Does Your Bid Comply? YES NO

A seat belt warning system, integrated with the Vehicle Data Recorder system, shall be installed for each seat within the cab. The system shall activate an indicator light in the instrument panel, a digital seat position indicator with a seat position legend in the switch panel, and an audible alarm. The warning system shall activate when any seat is occupied with a minimum of 60 pounds, the corresponding seat belt remains unfastened, and the park brake is released. The warning system shall also activate when any seat is occupied, the corresponding seat belt was fastened in an incorrect sequence, and the park brake is released. Once activated, the visual indicators and audible alarm shall remain active until all occupied seats have the seat belts fastened.

AIR HORNS

Does Your Bid Comply? YES NO

Two (2) Hadley round air horns with 6.00" bell will be provided and located one (1) each side of the hood. The horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed in-line to prevent the loss of air, in the air brake system.

AIR HORN CONTROL

Does Your Bid Comply? YES NO

The air horns will be actuated by one (1) foot switch, located on the driver side of apparatus and lanyard mounted in roof of chassis between front seating positions.

AIR LIMITER

Does Your Bid Comply? YES NO

A limiter valve shall be installed on the chassis reserve air tank, elimination the use of all air accessories when the chassis air pressure is under 100 psi, thus reserving all available air for braking effort.

VEHICLE TIRE MONITORS

Does Your Bid Comply? YES NO

There will be a VECSAFE LED tire alert pressure management system provided that will monitor each tire's pressure. A chrome plated brass sensor will be provided on the valve stem of each tire for a total of six (6) tires. The sensor will calibrate to the tire pressure when installed on the valve stem for pressures between 20 and 120 psi. The sensor will activate an integral battery-operated LED when the pressure of that tire drops eight (8) psi. Removing the cap from the sensor will indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED will immediately start blinking.

VEHICLE FLUIDS PLATE

Does Your Bid Comply? YES NO

As required by NFPA-1901, the manufacturer will affix a permanent plate in the driver's compartment specifying the quantity and type of the following fluids used in the vehicle:

A permanent plate in the driving compartment will specify the quantity and type of the following fluids used in the vehicle:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Pump transmission lubrication fluid
- Pump primer fluid
- Drive axle(s) lubrication fluid
- Air-conditioning refrigerant
- Air-conditioning lubrication oil
- Power steering fluid
- Cab tilt mechanism
- Transfer case fluid
- Equipment rack fluid
- Air compressor system lubricant

- DELIVERY** Does Your Bid Comply? YES NO
The apparatus will be delivered under its own power.
- NFPA COMPLIANT EMBER SEPARATOR** Does Your Bid Comply? YES NO
- NFPA COMPLIANT SEAT BELTS AND GRAB HANDLES** Does Your Bid Comply? YES NO
- ANTI-LOCK BRAKE SYSTEM** Does Your Bid Comply? YES NO
The vehicle will be equipped with an anti-lock braking system. The ABS will provide anti-lock braking control on both the front and rear wheels. It is to be a digitally controlled system that utilizes microprocessor technology to control the anti-lock braking system. Each wheel is to be monitored by the system. When any particular wheel begins to lockup, a signal is to be sent to the control unit. This control unit then will reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system will eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.
- EMBER SEPARATOR** Does Your Bid Comply? YES NO
An air inlet shall be equipped with a screen for separating water and burning embers from the air intake system such that particulate matter larger than 0.039" (1.0 mm) in diameter cannot reach the air filter element.
- SEAT BELT CLARIFICATION** Does Your Bid Comply? YES NO
Red seat belts shall be provided to meet current NFPA standards. There shall be an in-cab seat belt monitor system to meet NFPA 2016 edition installed on apparatus.
- MASTER BATTERY SWITCH** Does Your Bid Comply? YES NO
A heavy duty on/off single battery master disconnect switch shall be mounted in the cab within easy reach of the driver. The master battery switch shall be wired between the starter solenoid and the remainder of the electrical loads on the apparatus. A green "battery on" indicator light, visible from the driver's position shall be provided.
- BATTERY SYSTEM INDICATOR LIGHT** Does Your Bid Comply? YES NO
There shall be a green battery "on" light provided front center of the cab. Light shall not be size and/or intensity to be distracting to driver at night.
- COMMERCIAL CHASSIS ELECTRICAL SYSTEM** Does Your Bid Comply? YES NO
The commercial chassis electrical system shall be provided as furnished by the original manufacturer. A customized interface shall be provided and designed, so as not to disturb any of the required chassis functions. The necessary interfaces shall only be provided in areas where load management is allowed or with accessory components provided on the chassis.
- HUB AND LUG NUT COVERS** Does Your Bid Comply? YES NO
The apparatus shall have chrome or stainless-steel hub and lug nut covers on the front and single rear axles.
- FRONT MUD FLAPS** Does Your Bid Comply? YES NO
Mud flaps shall be made from black hard rubber and shall be installed at the rear of the front cab fenders.
- REAR MUD FLAPS** Does Your Bid Comply? YES NO
Mud flaps shall be made from black hard rubber and shall be installed at the rear of the body fenders.
- WHEEL CHOCKS** Does Your Bid Comply? YES NO
There will be one (1) pair of folding Ziamatic SAC-44-E, aluminum alloy, Quick-Choc wheel blocks, with easy-grip handle provided.
- WHEEL CHOCK BRACKETS** Does Your Bid Comply? YES NO
There will be one (1) pair of Ziamatic SQCH-44-H horizontal mounting wheel chock brackets provided for the Ziamatic SAC-44-E folding wheel chocks. The brackets will be mounted in a position determined at the preconstruction conference.

REAR TOW EYESDoes Your Bid Comply? YES NO

There shall be two (2) tow eyes furnished under the rear of the body and attached directly to each chassis frame rail. There shall be a reinforcement spreader bar connecting the two tow eyes. Tow eyes are to be constructed of 1/2" plate steel with a 4" I.D. hole, large enough for passing through a tow chain end hook, painted black.

BATTERY CHARGER/ AIR COMPRESSORDoes Your Bid Comply? YES NO

A Kussmaul Pump Plus 1000, model 091-9-1000 single 18-amp output battery charger/air compressor system with internal battery saver will be provided. A display bar graph indicating the state of charge will be included. The battery saver circuit will be capable of supplying up to three (3) amps for external loads such as hand light or auxiliary radio batteries. The 12-volt air compressor will be installed to maintain the air system pressure when the vehicle is not in use. The battery charger will be wired to the AC shoreline inlet through an AC receptacle adjacent to this battery charger. The battery charger indicator will be located in the cab step area of the driver side entrance.

KUSSMAUL AUTO EJECT FOR SHORELINEDoes Your Bid Comply? YES NO

one (1) shoreline receptacle will be provided to operate the dedicated 120-volt circuits on the truck without the use of the generator. The shoreline receptacle (s) will be provided with a NEMA 5-20, 120 volt, 20 amp, straight blade Kussmaul auto eject plug with a yellow weatherproof cover. The cover is spring loaded to close, preventing water from entering when the shoreline is not connected. A solenoid wired to the vehicle's starter is energized when the engine is started. This instantaneously drives the plug from the receptacle. The shoreline will be connected to battery direct. A mating connector body will also be supplied with the loose equipment. The shoreline receptacle will be located on the driver side of pump panel.

HIGH IDLEDoes Your Bid Comply? YES NO

A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation. The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK To Engage High Idle".

ELECTRONIC LOAD MANAGEMENTDoes Your Bid Comply? YES NO

A Kussmaul Load Manager 2 will be provided on the apparatus. The device is an electronic load management (ELM) system that monitors the vehicles 12-volt electrical system, and automatically reduces the electrical load in the event of a low voltage condition and by doing so, ensures the integrity of the electrical system. The ELM will monitor the vehicle's voltage while at the scene (parking brake applied). It will sequentially shut down individual electrical loads when the system voltage drops below a preset value. Two (2) separate electrical loads will be controlled by the load manager. The ELM will sequentially re-energize electrical loads as the system voltage recovers.

BUMPER EXTENSIONDoes Your Bid Comply? YES NO

The factory front bumper shall be extended 16 inches forward of the original position to accommodate a 2.5" discharge and hose well made of .125" smooth aluminum with drainage. A polished aluminum .125" tread plate piano hinged door with latch covering the storage well shall be installed. A polished aluminum .125" tread plate cover shield with end plates shall be installed to enclose the space behind the bumper. The front bumper discharge shall be detailed later in the specifications.

FEDERAL Q SIRENDoes Your Bid Comply? YES NO

There shall be a pedestal mount Federal QB2 siren pedestal mounted on the driver side front bumper area. The siren shall be actuated by the following switch configuration: driver and passenger side clam shell in floor. There shall be a siren brake mounted in the center console. There shall be a weather proof shield provided around the siren motor and electrical connections and made as secure as possible.

TOW HOOKSDoes Your Bid Comply? YES NO

The apparatus shall be equipped with NFPA approved front and rear tow hooks. The front tow eyes shall be steel loop with threaded end that is bolted through front bumper extension frame work. The eyes shall extend through the filler panel on the front bumper.

NFPA 1901-2016 STABILITY REQUIREMENTS**Does Your Bid Comply? ___YES ___NO**

Apparatus shall meet NFPA 1901-2016 chapter 4.13 requirements for stability and roll over and shall be certified with center of gravity request as outlined by NFPA.

"DO NOT MOVE APPARATUS" WARNING LIGHT WITH AUDIBLE ALARM**Does Your Bid Comply? ___YES ___NO**

A red flashing warning light with an integral audible alarm, shall be functionally located in the cab to signal when an unsafe condition is present such as an open cab door or body compartment door, or any other device which is opened, extended or deployed which may cause damage to the apparatus if it is moved. This light shall be activated through the parking brake switch to signal when the parking brake is released. This light shall be labeled "DO NOT MOVE APPARATUS WHEN LIGHT IS ON".

WATER TANK**Does Your Bid Comply? ___YES ___NO**

The water tank shall have a capacity of 2000 gallons water and, constructed from polypropylene material. The Poly water tanks shall be constructed from 1/2" thick polypropylene sheet stock. This material shall be a non-corrosive stress relieved thermo-plastic, natural in color, and U.V. stabilized for maximum protection. The water tanks shall be of a specific configuration and is also designed to be completely independent of the body and compartments. All joints and seams shall be nitrogen welded and tested for maximum strength and integrity. The top of the booster tank is fitted with removable lifting eyes designed with a 3 to 1 safety factor to facilitate easy removability. The transverse swash partitions shall be manufactured of 1/2" polypropylene (natural in color) and extend from approximately 4" off the floor to just under the cover. The longitudinal swash partitions shall be constructed of 1/2" polypropylene (natural in color) and extend from the floor of the tank through the cover to allow for positive welding and maximum integrity. All partitions shall be equipped with vent and air hoses to permit movement of air and water between compartments. The partitions shall be designed to provide maximum water flow. All swash partitions interlock with one another and are welded to each other as well as to the walls of the tank.

TANK LID**Does Your Bid Comply? ___YES ___NO**

The tanks cover shall be constructed of 1/2" thick polypropylene, natural in color, and U.V. stabilized, to incorporate a multi three-piece design, which allows for individual removal and inspection if necessary. The tank cover shall be recessed 3/8" from the top of the tank and shall be welded to both sides and longitudinal partitions for maximum integrity. Each one of the covers shall have hold downs consisting of 2" polypropylene dowels spaced a maximum of 30" apart. These dowels shall extend through the covers and become welded to the transverse partitions. This shall assist in keeping the cover rigid under fast filling conditions. A minimum of two lifting dowels shall be drilled and tapped 1/2" X 13" to accommodate the lifting eyes.

TANK FILL TOWER**Does Your Bid Comply? ___YES ___NO**

The tank shall have a combination vent and manual fill tower. The fill towers shall be constructed of 1/2" polypropylene and shall be 12" W x 12" L outer perimeter. The tower shall be located a minimum of 6" off the front wall and 10" off either of the side walls. The tower shall have a 1/4" thick removable polypropylene screen and a polypropylene hinged type cover. The fill tower cover shall be marked as a water tank fill point.

OVERFLOW AND VENT PIPE**Does Your Bid Comply? ___YES ___NO**

The fill tower shall be fitted with an integral 4" I.D. schedule 40 P.V.C. combination overflow/vent pipe running from the fill tower through the tank to a 4" coupling flush mounted into the bottom of the tank to allow water to overflow behind the chassis rear axle.

TANK SUMP**Does Your Bid Comply? ___YES ___NO**

The tank sump shall be a minimum of 3" wide x 3" long x 3" deep. An anti-swirl plate shall be mounted inside the sump, approximately 1" above the bottom of the sump.

TANK SUMP CONNECTION**Does Your Bid Comply? ___YES ___NO**

The front bulkhead of the water tank shall be fitted with one (1) A 3" drain plug shall be provided.

OUTLETS**Does Your Bid Comply? ___YES ___NO**

There shall be two (2) standard tank outlets; one for tank-to-pump suction line which shall be a minimum of 4" coupling and one for a tank fill line which shall be a minimum of a 2" N.P.T. coupling. All tank fill couplings shall be backed with

flow deflectors to break up the stream of water entering the tank.

TANK MOUNTING

Does Your Bid Comply? **YES** **NO**

The tank shall rest on the body cross members spaced a maximum of 22" apart and shall be insulated from these cross members with a minimum of 3/8" nylon webbing or 1/2" rubber, 2-1/2" wide. The tank shall sit cradle-mounted using four (4) corner angles of 6 x 6 x 4 x 0.250 welded directly to the body cross members. The angles shall keep the tank from shifting left to right or front to rear. The tank is designed on the free-floating suspension principle and shall not require the use of hold downs. The tank shall be completely removable without disturbing or dismantling the apparatus body structure. The hose bed cross braces shall act as water tank retainers.

TANK PAINT

Does Your Bid Comply? **YES** **NO**

Tank shall be natural black in color and hidden behind the dry side body.

TANK WARRANTY

Does Your Bid Comply? **YES** **NO**

The tank shall feature a lifetime warranty from Manufacturer.

SWIVEL QUICK DUMP VALVE

Does Your Bid Comply? **YES** **NO**

One (1) 10"x10" Steel Newton Quick Flow Dump Valve shall be installed with the Newton 6000SW swivel chute and model 4036 manual telescopic extension on the apparatus booster tank. The valve shall be bolted using high grade fasteners to the tank walls at location as follows: rear center. The entire assembly shall be stainless steel. The Newton 6000 Series swivel dump shall have the ability to dump water from the driver's side or the officer's side and any point in between. The swivel dump is 70 inches long when fully extended. The swivel dump shall have an extension that is hinged and can be folded up when the dump is not in use. The dump shall have the ability to stow on either the driver's side or the officer's side of the truck. The latch that holds the extension in the stowed position shall also help support the swivel dump extension. When the extension is in the down and extended position, there shall be no less than a 34-inch clearance from level ground to the bottom of the dump to ensure that there is enough clearance for the swivel dump to offload into all portable drop tanks. The dump shall meet NFPA requirements for water delivery on three sides of the vehicle.

REAR DIRECT TANK FILL 2.5"

Does Your Bid Comply? **YES** **NO**

There shall be one (1) direct tank fill located on the rear of the tank, right-hand side of the dump valve with Fireman's Friend valve. The valve shall be a 3" Fireman's Friend 3" check valve and shall be constructed using 316 heavy duty gauge stainless steel casting, EPDM rubber seals, high grade stainless steel springs, shafts, and prevailing torque fasteners. The valve shall be operated to open and close by the flow of water as it is received by an outside source. The valve inlet shall be a 2 1/2" NST hose thread adapter. The plumbing shall extend out enough from the tank wall so as to keep firefighters from having to lean over the rear steps to connect the fill/supply hose.

APPARATUS BODY DESIGN CONSTRUCTION

Does Your Bid Comply? **YES** **NO**

The body side and compartment assemblies shall be designed and assembled to provide maximum strength and durability under all operating conditions. Special attention shall be taken to minimize corrosion on all fabricated parts and structural members of the body. The body design shall also incorporate removable panels to access spring hangers, rear body mounts and fuel tank sending units. The body assembly shall be an all-welded configuration, utilizing 2" vertical body corner radius.

99" WIDE FIRE BODY

Does Your Bid Comply? **YES** **NO**

The fire body shall be 99" wide to provide the maximum amount of usable hose bed space, approximately 76" wide, and to extend the body fenderettes outward for better tire tread coverage.

SUPER STRUCTURE – ALUMINUM

Does Your Bid Comply? **YES** **NO**

The body super structure shall be an all welded configuration utilizing a combination of 3" x 3/8" Aluminum. The super structure shall be designed to totally support the full length and width of the body. The structure shall be welded to the body side compartments to incorporate the compartments into an integral part of the body weldment. All cross tubes of the structure shall be capped and butt welded at their point of termination to prevent water from lying inside the super structure. The super structure shall be bolted to the sides of the chassis frame at four (4) points.

BODY AND COMPARTMENT FABRICATION – 1/8" ALUMINUM

Does Your Bid Comply? YES NO

The body shall be assembled in fixtures to ensure accurate body dimensions and squareness of door openings. The parts used in the construction of the body weldment shall be fabricated from the highest-Grade Aluminum. After proper alignment is achieved, the body panels shall be spot-welded together to ensure proper weld penetration and then stitch-welded on all exposed seams to minimize distortion of welded assemblies. A full seam weld shall not be used due to the applied heat which shall distort sheet metal and remove the protective coating from the perimeter of the welded area. All seams shall be caulked prior to finish paint to ensure proper compartment seal.

BODY-FORMED SEVERE SERVICE ALL ALUMINUM DRY SIDE BODY

Does Your Bid Comply? YES NO

The apparatus body substructure shall be constructed of high strength aluminum tubing.

Body shall have the following minimal underbody design Does Your Bid Comply? YES NO

3- Horizontal Underbody Beams (Sub-Frame), One at front, middle, and rear of body constructed of 3 x3 x.375 Aluminum 6061-T6 Tubing

2-Pieces of 3 x 3 x.25 6061-T6 Aluminum Tubing running from front of body to rear transverse compartment, one each side.

2- Pieces of 3 x 3 x.25 6061-T6 Aluminum tubing running the full length of the body for the upper body support beams.

4- Pieces of 3 x 3 x .25 6061-T6 Aluminum tubing equally spaced between three horizontal underbody beams for underbody support.

4- Pieces 3 x 3 x .25 Aluminum Tubing, one at each corner of body to form outer corner support of body

4- Pieces3 x 3 x.25 6061-T6 Aluminum Tubing, two each side to form side body wall supports. Tubing shall be at compartment breaks for added support of body.

DRIVERS SIDE COMPARTMENTATION

Does Your Bid Comply? YES NO

One (1) low side compartment, with a Dover roll-up door, forward of the rear wheels. Compartment dimensions 30” High x 24” deep x 72” Wide.

-There shall be a 300# slide out tray provided in the forward section of the L1 compartment for storage of FD supplied equipment. The slide out tray shall be mounted on stainless steel bearing slides with locking mechanism on one end. The slide outs shall be fitted with a 2” tray constructed of aluminum 3/16” material.

-There shall be a custom storage rack provided in the rearward section of the L1 compartment. The rack shall be designed to carry two (2) TFT low level strainers. There shall be a retainer strap provided to keep the rack in place during transit.

One (1) low side compartment, with a Dover roll-up door, behind the rear wheels. Compartment dimensions 30” High x 24” deep x 34” Wide

OFFICERS SIDE COMPARTMENTATION

Does Your Bid Comply? YES NO

One (1) low side compartment, with Dover roll-up door, forward of the rear wheels. Compartment dimensions 30” High x 24” deep x 72” Wide.

One (1) low side compartment, with a Dover roll-up door, behind the rear wheels. Compartment dimensions 30” High x 24” deep x 34” Wide.

SHELVING

Does Your Bid Comply? YES NO

There shall be two (2) adjustable shelves provided and installed, one in each rear side body compartment. The shelving shall be mounted in aluminum “C” channel tracking with infinite adjustment.

ROLL UP DOOR CONSTRUCTION

Does Your Bid Comply? YES NO

The apparatus shall be equipped with Dover roll up style doors. The doors shall be left natural anodized finish.

SWEEP OUT COMPARTMENT FLOORS Does Your Bid Comply? YES NO
Compartment floors shall be welded to the compartment walls and have a sweep out design for easy cleaning.

COMPARTMENT INTERIOR FINISH Does Your Bid Comply? YES NO
Each compartment shall be left natural finish.

COMPARTMENT LIGHTING -LED Does Your Bid Comply? YES NO
Each body compartment shall contain one (1) clear LED vertical strip light assembly, as provided by ROM. The compartment lighting system shall be LED and shall be integrated into the roll-up door track system. Each compartment shall be equipped with dual track lighting; each containing a minimum of two (2) LED light boards totaling 140 lumens. The LED light boards shall be equipped with heavy duty connectors and shall be adjustable to position light exactly where needed in the compartment and shall provide a 120-degree viewing angle, offering uniform surface coverage.

SIDE BODY FENDER Does Your Bid Comply? YES NO
One side body fender shall be installed on each side of body between front and rear compartments and over wheel well area. Fender shall be manufactured of .125 polished aluminum diamond plate.

COMPARTMENT TOPS Does Your Bid Comply? YES NO
Compartment tops shall be covered with polished aluminum tread plate on both sides. The compartment tops shall be flanged up at hose bed wall and shall have a 90-degree flange downward over the top of compartments.

DRIP MOLDING Does Your Bid Comply? YES NO
Compartment tops over all side compartments shall have a 45-degree flange formed out to provide protection against water run off. A secondary extruded drip molding shall be provided between low compartments and auxiliary high side compartments, when auxiliary compartments are provided.

FASTENERS Does Your Bid Comply? YES NO
All exterior fasteners used for holding panels or tread plate shall be stainless steel. In no case shall pop rivets or self-tapping screws be used.

COMPARTMENT LOUVERS Does Your Bid Comply? YES NO
Machine stamped ventilating louvers shall be furnished in each compartment, and so located that water cannot normally enter the compartment.

ACCESS PANELS Does Your Bid Comply? YES NO
Removable access panels shall be provided in all lower compartments to access spring pins, fuel tank sender, electrical junction compartment and rear body mounts. Protective panels shall be located in the rear compartments providing access to the lights and associated wiring.

COMPARTMENT MATTING Does Your Bid Comply? YES NO
Black rubber (turtle tile style) matting will be provided in all Compartments and in the hose beds of the apparatus.

BODY RUB RAILS Does Your Bid Comply? YES NO
Sacrificial aluminum tread plate rub rails shall be mounted at the base of the body, extend outward a minimum 3/4", downward 2" and flange inward 1". The rub rails shall extend the full length of the main body and wrap around the rear body corners. Rub rails shall be designed to bolt to the body from the bottom side of the compartment area, so as not to damage the body side panels on initial impact and to provide for ease of replacement.

GRAB RAILS Does Your Bid Comply? YES NO
All hand rails shall be 1-1/4" outer diameter, knurled bright anodized aluminum extrusion, designed to meet NFPA 1901 requirements. Molded gaskets shall be installed between the handrail stanchion castings and body surfaces to prevent electrolytic reaction between dissimilar metals and to protect paint. There shall be three (3) grab rails on the rear of the truck: driver side vertical, passenger side vertical, and center above dump valve horizontal.

REAR FOLDING STEPSDoes Your Bid Comply? **YES** **NO**

Four (4) large folding steps, made of high strength die cast aluminum, with a textured chrome plate finish, minimum of 42 in² surface, conforming to NFPA-1901 requirements, shall be provided on the rear of tank for hose bed access. The steps shall be mounted to accommodate access to the body hose bed area with a maximum of 18" height between each step.

FRONT FOLDING STEPSDoes Your Bid Comply? **YES** **NO**

Four (4) large folding steps, made of high strength die cast aluminum, with a textured chrome plate finish, minimum of 42 in² surface, conforming to NFPA-1901 requirements, shall be provided on the front of the apparatus body, two each side. The steps shall be mounted to accommodate access to the body hose bed area with a maximum of 18" height between each step.

SAFETY SIGN(S) AT REAR STEP AND CROSS WALKWAY(S)Does Your Bid Comply? **YES** **NO**

Safety sign(s) shall be located on the vehicle at the rear step, and at any cross walkway(s), to warn personnel that riding in or on these areas while the vehicle is in motion is prohibited.

REAR FENDERETTESDoes Your Bid Comply? **YES** **NO**

The rear fenders shall be equipped with easily replaceable, polished extruded aluminum fenderettes. The fenderettes shall be equipped with a rubber gasket molding between the body panel and the fenderette.

MUD FLAPSDoes Your Bid Comply? **YES** **NO**

Heavy duty mud flaps shall be provided behind the rear wheels.

SLIDE IN SUCTION HOSE RACK-DRIVERDoes Your Bid Comply? **YES** **NO**

There shall be suction hose and pike pole storage provided on the apparatus, the suction hoses and pike poles shall slide in the rear driver side of apparatus in the outboard position. There shall be poly striping provided in the floor of the suction hose slides to prevent metal to metal contact. The storage area shall be built into the body with the outside skin painted to match the body. The rack shall be capable of holding two (2) 10' x 6" Suction Hoses and Three (3) pike poles.

HARD SUCTION HOSEDoes Your Bid Comply? **YES** **NO**

Two (2) 10' x 6" sections of flexible see thru hard suction hose will be provided and stored in the hose troughs.

SLIDE IN DUMP TANK RACK-PASSENGERDoes Your Bid Comply? **YES** **NO**

There shall be dump tank storage provided on the apparatus, the dump tank shall slide in the rear passenger side of apparatus in the outboard position. There shall be poly striping provided in the floor of the slide to prevent metal to metal contact. The rack shall be built into the body with the outside skin painted to match the body. The rack shall be capable of holding one (1) 2100-gallon folding dump tank.

REAR TAILBOARDDoes Your Bid Comply? **YES** **NO**

Tailboard is designed to accommodate a 1000 lb. Load; Frame is covered with a fitted aluminum diamond plate covering for anti skid purposes. Tailboard dimensions are approximately 12" deep x 96" wide.

SCBA BOTTLE STORAGE (4)Does Your Bid Comply? **YES** **NO**

There shall be four (4) 8" diameter air bottle holders provided, located two each side of the wheel well area of the rear axle on the driver and passenger side. The storage tube shall be constructed of high strength aluminum to provide protection for the bottles. The bottles shall be held in place by an aluminum hinged door. The door shall be painted to match the apparatus cab and body.

HOSE BED AND DIVIDERDoes Your Bid Comply? **YES** **NO**

The hose bed shall be located directly above the booster tank and shall be free from all sharp objects such as bolts, nuts, etc., to avoid damage to fire hose. The hose bed storage area, shall have a minimum capacity of sixty-five (65) cubic feet, and shall accommodate 1200 feet of 3-inch hose and 400 feet of 2.5-inch hose. The hose-bed depth shall be 10". The hose bed shall be located directly above the booster tank and shall be free from all sharp objects such as bolts, nuts, etc., to avoid damage to fire hose.

HOSE BED DIVIDERS**Does Your Bid Comply? YES NO**

Two (2) full length hose bed dividers shall be fabricated of 3/16" smooth aluminum plate with an aluminum base welded to the bottom and be provided in the hose bed. The dividers shall be fully adjustable within the hose bed. The rear top ends of the divider shall have a three inch radiused corner and shall be de-burred to prevent damage to the hose.

HOSE BED FLOORING**Does Your Bid Comply? YES NO**

Flooring to be constructed from extruded aluminum and be properly spaced for ventilation. The flooring shall be smooth and free from sharp edges to avoid hose damage. The hose bed floor shall be removable to provide access to inner body framework.

HOSEBED COVER**Does Your Bid Comply? YES NO**

The hose bed shall have a 16 oz heavy-duty hypalon cover. This cover shall have Bungee Cord and Hook type attachment across the front and down each side. COLOR SHALL BE RED.

FIRE PUMP AND COMPONENTS- HALE MODULE 750 GPM PTO DRIVEN**Does Your Bid Comply? YES NO**

1. The pump shall be of size and design to mount on the chassis rails of a commercial truck chassis and have the capacity of 750 gallons per minute.
2. The entire pump shall be assembled and tested at the pump manufacturer's factory.
3. The pump shall function by the utilization of a driveline from the truck transmission PTO. The engine shall provide sufficient horsepower and RPM to enable the pump to meet and exceed its rated performance.
4. The entire pump shall be hydrostatically tested to a pressure of 500 PSI. The pump shall be tested at the pump manufacturer's facility to performance specifications as outlined by NFPA-1901 rated performance requirements. The pump shall be free from objectionable pulsation and vibration.
5. The pump body and related parts shall be constructed of fine grain alloy cast iron, with a minimum tensile strength of 30,000 PSI (2,069 bar). All metal moving parts in contact with water shall be manufactured of high quality bronze or stainless steel. Any pump utilizing castings made of lower tensile strength cast iron not acceptable.
6. The pump body shall vertically split on a single plane for ease of removal of the impeller assembly. The entire pump shall remove easily without disturbing the piping or mounting of the plumbing and manifolding in chassis.
7. Ball bearings support the pump shaft for minimum deflection, and maximum rigidity. The ball bearings shall be heavy-duty, deep groove, bearings in the gearbox and splash lubricated.
8. The pump shaft shall have: one (1) mechanical seal on the suction (inboard) side of the pump. The mechanical seal shall be spring loaded, maintenance-free and self-adjusting. All mechanical seal construction shall contain a silicon carbide sealing ring, stainless steel coil spring, a Viton[®] rubber cup, and a tungsten carbide seat.
9. The pump impeller shall be manufactured of hard fine grain bronze of mixed flow design. Once manufactured, the impeller shall be accurately machined and balanced. The vanes of the impeller intake eyes shall be of sufficient size and design to provide ample reserve capacity utilizing minimum horsepower.
10. The pump impeller shall have clearance rings manufactured of bronze, easy to remove, without replacing impeller or pump volute body.
11. The pump shaft shall be manufactured of heat-treated, electric furnace, corrosion resistant stainless steel for longer shaft life. The pump shaft shall be sealed with a double-lip oil seal to keep road dirt and water out of gearbox.

GEARBOX**Does Your Bid Comply? YES NO**

1. The pump gearbox shall be of sufficient size to withstand the full drive load imposed by the pump system. The drive unit shall be designed of ample capacity for lubrication reserve and to maintain the proper operating temperature.

- 2.The gearbox drive shaft shall be of heat-treated chrome nickel steel.
- 3.All drive and pump gears shall be of the highest quality electric furnace chrome nickel steel. All bores shall be ground to size, teeth integrated and hardened, to create an extremely accurate gear for long life, smooth, quiet running, and higher load carrying capability. An accurately cut Helical design shall be provided. (There will be No exceptions.)
- 4.The pump ratio shall be selected by the apparatus manufacturer to give maximum performance with the engine and transmission selected.
- 5.All apparatuses built with automatic transmissions shall be provided three (3) green warning lights to indicate to the operator(s) when the pump has completed the shift from road to pump position. The warning lights will be located as stated: two (2) in the truck driving compartment and one (1) on the pump operator's panel adjacent to the throttle control. For manual transmissions, one (1) green warning light will be provided for the driving compartment. All lights shall have appropriate identification/instruction plates.

PUMP SHIFT Does Your Bid Comply? YES NO

A pump shift will be provided within easy reach of the driver for engagement of the PTO driven pump. The shift will include the indicator lights as mandated by NFPA. The pump shift control will be illuminated to meet NFPA requirements

PRIMING PUMP Does Your Bid Comply? YES NO

The priming pump shall be a positive displacement, oil-less rotary vane electric motor driven pump conforming to NFPA-1901 rated performance requirements. The pump body shall be manufactured of heat-treated anodized aluminum for wear and corrosion resistance. The pump shall be capable of producing a minimum of 24 Hg vacuum at 2,000 feet (609.6m) above sea level. The electric motor shall be a 12 VDC totally enclosed unit. The priming pump shall not require lubrication. The priming pump shall operate by a single pull control valve mounted on the pump operator's panel. The control valve shall be manufactured of bronze construction.

INSTRUMENT PANEL Does Your Bid Comply? YES NO

The Instrument Panel shall be polished material and contain the following:

- One (1) 4½" Intake Master Gauge
- One (1) 4½" Discharge Master Gauge
- One (1) Cass 1 – ITL-40 Tank Water Level Gauge
- One (1) Panel Light Switch
- One (1) TPG Throttle Control

The instrument panel, all controls, and gauges shall be in an aluminum pump house behind cab of truck in a Class A Style. All valves shall be controlled with push-pull style Class One Control rods.

PUMP PANEL TAGS Does Your Bid Comply? YES NO

The pump panel tags for all discharges, gauges, and controls shall be color-coded matching existing apparatus colors. Engraved tags shall be used to label all controls, inlets, outlets, drains, etc. of the apparatus pump system.

U.L. TEST POINTS Does Your Bid Comply? YES NO

There shall be two (2) U.L. Test plugs shall be pump panel mounted for testing of vacuum and pressures.

PUMP CERTIFICATION TEST PLATE Does Your Bid Comply? YES NO

A permanently affixed plate shall be installed at the pump operators position that will provide the rated discharge and pressures together with the speed of the engine as determined by the certification test for each unit, the position of the parallel/series pump used and the no load governed speed of the engine as stated by the engine manufacturer on a certified brake horsepower curve.

PUMP MASTER GAUGES Does Your Bid Comply? YES NO

One (1) 4.5" master intake and one (1) 4.5" master discharge gauge shall be pump panel mounted. These compound gauges

shall be liquid filled.

STAINLESS STEEL PLUMBING SYSTEM

Does Your Bid Comply? **YES** **NO**

The plumbing system shall consist of hard stainless-steel piping, or flexible high-pressure hose with stainless steel ends, as deemed necessary for the application. Upon completion, the entire system shall be fully pressure tested. The tank to pump plumbing and valve arrangement shall be capable of delivering water to the pump at a minimum flow rate of 500 GPM while pumping at 150 psi pressure. Each gated intake shall be equipped with a 3/4 inch bleeder valve located in close proximity to the intake. All intakes shall be provided with suitable closers (valves or caps) capable of withstanding 500 PSI.

When any 3" or larger intake or discharge is gated (except tank to pump valve), the valve shall have a mechanism to allow the valve to fully open or fully close no faster than 3 seconds. Any 2-1/2" or larger discharge outlet, mounted 42" or higher from ground, which hose is to be connected, and which is not in a hose storage area, shall be supplied with a swiveling sweep elbow of at least 30 degrees. All 2-1/2" and larger intakes and discharges shall be equipped with drains. All drain valves shall be operational without the operator having to get under the apparatus. All discharges and intakes shall terminate with NST threads, chrome caps and chains, unless detailed otherwise in these specifications.

BALL VALVES

Does Your Bid Comply? **YES** **NO**

Akron 8800 Series valves shall be provided. The valve shall be capable of dual directional flow while incorporating a self-locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. All stainless-steel parts must be 316 grade for increased resistance to corrosion. The valve shall not require lubrication of seats or any other internal waterway components, and must be capable of swinging out of the waterway for maintenance by the removal of six bolts. All 3.0" discharge valves shall be supplied with a true slow close mechanism. The valve shall be compatible with a slow closing devise. This valve shall be operated using manual handles, a Rack & Sector, manual gear or electric actuator. The manual handles shall be quickly adjustable to one of eight handle positions and require only 90° travel.

PIPING AND MANIFOLDS

Does Your Bid Comply? **YES** **NO**

All the piping and pump body attached manifolding shall be stainless steel. The complete piping system shall be designed to direct mount all 1-1/2" or larger ball valves onto the pump body or stainless-steel manifolds attached directly to the pump body. All NPT pipe thread connections larger than 3/4" connections shall be avoided in the construction of the plumbing system. The following valves shall have groove connection: rear discharge, tank fill, all 2" and 2-1/2" (5.08 and 6.35cm) pre-connect valves. The tank to pump 3" (7.62 cm) valve shall have a hose barb connection.

TANK FILL

Does Your Bid Comply? **YES** **NO**

There shall be a 2" pump to tank fill stainless steel valve. Valve shall be controlled at the side or top pump panel with a chrome handle.

6" STEAMER INLETS

Does Your Bid Comply? **YES** **NO**

Two (2) 6" steamer inlets will be provided, one (1) on the left side and one (1) on the right side. Both inlets shall have chrome vented caps and a screen.

2-1/2" AUXILIARY SIDE SUCTION

Does Your Bid Comply? **YES** **NO**

A 2 1/2" valve shall be installed on the LEFT side of the pump panel with 2 1/2" piping. The control handle shall be a twist lock with the control located on pump panel.

AUXILIARY ENGINE COOLER

Does Your Bid Comply? **YES** **NO**

An engine cooler shall be installed in-line from the discharge side of the pump and will be installed in the engine cooling system. There shall be a 3/8" quarter turn valve installed thru the pump panel and shall be clearly labeled.

PUMP COOLER

Does Your Bid Comply? **YES** **NO**

The 3/8" line installed from the pump discharge to the water tank to cool the pump during long periods of pumping when water is not being discharged.

INTAKE RELIEF VALVE

Does Your Bid Comply? **YES** **NO**

An Akron relief valve shall be installed on the suction side of the pump preset at 125 psig. Relief valve shall have a working

range of 75 psig to 200 psig. Control shall be located behind an access door at the right (passenger's) side pump panel.

TANK TO PUMP

Does Your Bid Comply? YES NO

The tank will be connected to the intake side of the pump with heavy-duty piping and a 3.00" Fire Service ¼ Turn valve with a push-pull control remotely located at the operator's position. The tank to pump line will run from the pump to the tank sump. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing. A check valve will be provided to prevent the possibility of "back filling" the water tank.

TANK REFILL

Does Your Bid Comply? YES NO

A 2.00" combination tank refill and pump bypass line will be provided using a quarter-turn full flow ball valve, controlled from the pump operator's panel.

DISCHARGES

Does Your Bid Comply? YES NO

There shall be three (3) 2 ½" discharges located on the apparatus with quarter turn ball valves with a 30-degree elbow turn downs.

Two (2) 2 1/2" Discharge on Driver Side pump operator's panel.

One (1) 2 1/2" Discharge on Passenger Side pump panel.

175" DOUBLE CROSS LAYS

Does Your Bid Comply? YES NO

Two (2) 1.75 crosslays shall be located above pump compartment and ahead of apparatus body. Each crosslay shall have one 2" (5.08cm) valve. The crosslays shall be controlled at the pump panel with a chrome handle. There shall be a 2-½" (6.35cm) individual line gauge and ¾" quarter-turn drain valve provided for each crosslay valve. Two (2) crosslay beds shall be capable of carrying 200' of 1.75" double jacket hose.

CROSSLAY COVER

Does Your Bid Comply? YES NO

There shall be a diamond plate cover provided over the cross lays for a cover to meet NFPA requirements. The cover shall have a rear mounted stainless-steel hinge and rubber bumpers to prevent damage to body. There shall be a Red vinyl cover provided on each end of the aluminum top for side securement. The Red vinyl shall be secured with Velcro retainers.

REAR HOSE REEL

Does Your Bid Comply? YES NO

A 1 1/2" booster reel discharge shall be plumbed from the pump to the booster reel. The booster reel discharge shall be plumbed from the valve to the hose reel utilizing 1" high pressure hose. The end of the hose connected to the hose reel shall be equipped with a swivel end for ease in hose replacement. A 1 1/2" Akron, #8800 series, full flow, stainless steel ball valve shall be provided for the booster reel #1 discharge. The reel shall be mounted between the rear frame rails with four (4) way roller capture provided to prevent hose or paint damage. There shall be 150' of 1.0" red line hose and adjustable gallonage nozzle provided with nozzle clip on the apparatus.

INDIVIDUAL DRAINS

Does Your Bid Comply? YES NO

All 2" (5.08cm) or larger discharge outlets shall be equipped with a ¾" ball valve drain valve or larger.

MASTER DRAIN

Does Your Bid Comply? YES NO

A master drain will have the capacity to drain the pump. The drain to be located on the pump panel.

DISCHARGE GAUGES

Does Your Bid Comply? YES NO

Individual Class 1 2-½ (6.35 cm) line gauges for each 2" (5.08 cm) or larger discharge shall be provided and mounted adjacent to the discharge valve control handle. The gauges shall be white-faced, Interlube filled pressure gauges and handle pressures from 0 to 400 PSI. The pressure gauge shall be fully filled with pulse and vibration dampening Interlube to lubricate the internal mechanisms to prevent lens condensation and to ensure proper operation to minus 40 degrees F. The cases shall be temperature compensated with an internal breathing diaphragm to permit filled cases and to allow a rigid lens with a distortion free viewing area. To prevent internal freezing and to keep contaminants from entering the gauge, the stem and Bourdon tube shall be filled with low temperature material and be sealed from the water system using an insulating Sub Z diaphragm located in the stem. A bright metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage.

PUMP TEST Does Your Bid Comply? YES NO
A complete U.L. pump certification shall be included with truck at delivery.

PUMP PANEL LIGHTS Does Your Bid Comply? YES NO
Pump panel lighting shall be provided for a side mount pump module in accordance with NFPA. The driver and passenger side pump control panel shall have two (2) lights with clear lenses mounted under an aluminum light shield that is directly mounted above the driver side pump panel.

POWER TAKE OFF (PTO) Does Your Bid Comply? YES NO
A Chelsea hot shift Power Take Off shall be provided to drive the Hale MBP-750 pump. The PTO shall be controlled by an electric "Hot-Shift" lighted rocker switch on the cab dash.

PUMP HOUSE Does Your Bid Comply? YES NO
The pump house shall be a Class A Style Pump House.

PUMP PANEL MATERIAL Does Your Bid Comply? YES NO
The left side operator's panel, gauge panel, right side pump panel shall be fabricated from brushed stainless steel.

PANEL FASTENERS Does Your Bid Comply? YES NO
Stainless steel machine screws and lock washers shall be used to hold these panels in position. The panels shall be easily removable to provide complete access to the pump for major service.

CAPS AND ADAPTERS SAFETY TETHER Does Your Bid Comply? YES NO
All applicable discharge and suction caps, plugs and adapters shall be equipped with chrome plated ball chain or double looped coil chain and secured to the vehicle.

OFFICER SIDE PUMP PANEL LIGHTING Does Your Bid Comply? YES NO
The officer's side pump panel and running board shall be illuminated by using a minimum of two (2) Whelen clear lens lights under a polished stainless-steel light shield. The shield shall be full width of control panel and shall be positioned to cover the lights and prevent glare.

TPG Does Your Bid Comply? YES NO
The kit shall be equipped with a Class 1 TPG Engine Information Display for the pump operator's panel. The TPG shall provide engine RPM, system voltage display and alarm, engine oil pressure display and alarm, and engine temperature display and alarm. The TPG is available in English and Metric and utilizes SAE J-1587 data bus for its information and does not require any additional sensors to be mounted.

MASTER GAUGES Does Your Bid Comply? YES NO
One (1) 4-1/2" diameter pressure gauge (labeled: "PRESSURE") and one (1) 4-1/2" diameter compound vacuum gauge (labeled: "INTAKE") shall be provided. The master gauges shall be Class One Sub-Z II, silicone filled. The gauge faces shall be white with black numerals.

PRESSURE & COMPOUND GAUGE RANGES Does Your Bid Comply? YES NO
All applicable pressure gauges shall have a range of 0 -400 P.S.I., and the compound gauge shall have a range of 30" - 0 - 400 P.S.I.

ITL-40 TANK LEVEL GAUGE Does Your Bid Comply? YES NO
The apparatus shall be equipped with a Class1 "ITL-40" Tank Level Gauge for indicating water or foam level. The Tank Level Gauge shall indicate the liquid level or volume on an easy to read LED display and show increments of 1/8 of a tank.

Each tank level gauge system shall include:

- 1) A pressure transducer that is mounted on the outside of the tank in an easily accessible area. Sealed foam tanks will require zero pressure vacuum vents.
- 2) A super bright LED display viewable from 180 degrees with a visual indication at nine accurate levels.

- 3) A set of weather resistant connectors to connect to the digital display, to the pressure transducer and to the apparatus power. Additional (slave) displays (if requested) are to be easily integrated and will receive data from the same source as the Master Display. No additional transducers shall be required.
- 4) The system shall include the ability to display "text messages"
- 5) The system shall include built-in diagnostic capabilities.

IN-CAB TANK LEVEL GAUGE **Does Your Bid Comply?** **YES** **NO**

An additional slave display is to be integrated and will receive data from the same source as the master display and included in the console control. No additional transducers shall be required.

WHELEN PS TANK GAUGES **Does Your Bid Comply?** **YES** **NO**

There shall be three (3) additional water level indicator, Whelen, Model: PSTANK, LED module, installed Side of the pump module and rear of the apparatus.

This light module shall include four (4) colored levels, and function similar to the water level indicator located at the operator's panel:

- First green module indicates a full water level.
- Second blue module indicates a water level above 3/4 full.
- Third amber module indicates a water level above 1/2 full.
- Last red module indicates a water level above 1/4 full and empty.
- o Above 1/4 this light shall be steady burning.
- o At empty this light shall be flashing.

This module shall be activated when the parking brake is set.

PUMP TEST **Does Your Bid Comply?** **YES** **NO**

A complete U.L. pump certification shall be included with truck at delivery.

COLOR CODED PUMP PANEL LABELING AND NAMEPLATES **Does Your Bid Comply?** **YES** **NO**

Safety, information, data, and instruction labels for apparatus shall be provided and installed at the operator's instrument panel. The labels shall include rated capacities, pressure ratings, and engine speeds as determined by the certification tests. The no-load governed speed of the engine, as stated by the engine manufacturer, shall also be included. Discharge and intake valve controls shall be color coded in compliance to guidelines of applicable sections of NFPA standards.

The following discharges shall have these special colors per the FD:

Red: Cross Lay #1 Blue: Cross Lay # 2 Yellow: Front Bumper Discharge.

PUMP ANODES **Does Your Bid Comply?** **YES** **NO**

There shall be sacrificial, zinc anodes in the pump steamer ports which shall protect the pump and piping from electrolysis. These anodes shall also act as screens.

PUMP HEATER AND HEAT PAN **Does Your Bid Comply?** **YES** **NO**

There shall be two (2) 20,000 BTU/HR or greater pump house heaters is installed in the pumphouse, controlled by a switch on the pump panel. There shall be a 1/8" aluminum heat pan installed below the pump compartment for cold weather operations. The heat pan shall be designed to be removable in case of need to service pump.

12 VOLT ELECTRICAL SYSTEM **Does Your Bid Comply?** **YES** **NO**

The 12-volt apparatus body electrical system shall be provided and shall be in compliance with NFPA 1901 testing and certification procedures. All body electrical equipment installed by the apparatus manufacturer shall conform to current automotive electrical system standard, the latest Federal DOT standards and the requirements of the applicable NFPA Apparatus Standard. The electrical system shall include all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The electrical equipment installed by the apparatus manufacturer shall

conform to current automotive electrical system standards, the latest Federal DOT standards, and the requirements of the applicable NFPA standards. All wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for the protected circuit. Voltage drops in all wiring from the power source to the using device shall not exceed 10 percent. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. All exposed wiring shall be protected in a loom with a minimum 289-degree Fahrenheit rating. All wiring looms shall be properly supported and attached to body members. The electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction. The wiring connections and terminations shall use a method that provides a positive mechanical and electrical connection and shall be installed in accordance with the device manufacturer's instructions. Electrical connections shall be with mechanical type fasteners and large rubber grommets where wiring passes through metal panels. There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless they are enclosed in a junction box or covered with a removable electrical panel. The wiring shall be secured in place and protected against heat, liquid contaminants and damage. Wiring shall be uniquely identified every three-inches (3") by color coding and electrical wiring schematic per requirements of applicable NFPA #1901 standards. The electrical circuits shall be provided with low voltage over current protective devices. Such devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. The over current protection shall be suitable for electrical equipment and shall be automatic reset type and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. The system shall have electro-magnetic interference suppression provided as required in applicable SAE standards.

12 VOLT ELECTRICAL SYSTEM TESTING **Does Your Bid Comply?** **YES** **NO**

The apparatus low voltage electrical system shall be tested and certified by the apparatus manufacture. The certification shall be provided with the apparatus. All tests shall be performed with air temperature between 0°F and 100°F.

DOT MARKER LIGHTS AND REFLECTORS **Does Your Bid Comply?** **YES** **NO**

Cab marker lights and signaling devices shall be as provided on the commercial chassis cab from the original chassis manufacturer. FMVSS reflectors shall be also be provided as required.

LICENSE PLATE LIGHT & BRACKET **Does Your Bid Comply?** **YES** **NO**

One (1) license plate light and bracket shall be provided above the mounting position of the license plate. The light shall be clear in color.

LED STOP, TAIL, TURN AND BACK-UP LIGHTS **Does Your Bid Comply?** **YES** **NO**

Two (2) LED red combination tail and stop lights shall be mounted one each side at the rear of the body.

Two (2) LED amber arrow turn signal lights, shall be mounted one each side, on a vertical plane with the tail/stop lights.

Two (2) white halogen back-up lights, shall be mounted one each side on a vertical plane with the turn/tail/stop signals. These lights shall activate when the transmission is placed in reverse gear.

Two (2) cast aluminum mounting flanges, installed one (1) on each side, shall be provided to mount the lights described above in one common mounting flange. The fourth opening shall be for the lower rear warning lights.

STEP LIGHTS **Does Your Bid Comply?** **YES** **NO**

Chrome plated, shielded chassis and body step lights shall be provided and controlled with marker light actuation. Step lights shall be located to properly illuminate all body and chassis access steps and walkway areas.

CAB PERIMETER SCENE LIGHTS **Does Your Bid Comply?** **YES** **NO**

There shall be four (4) Techniq E-100 white LED lights with grommets provided, one (1) for each cab door and one each side under the front bumper area. The lights shall be activated by the park brake signal of the chassis.

PUMP HOUSE PERIMETER LIGHTS **Does Your Bid Comply?** **YES** **NO**

There shall be two (2) Techniq E-100, white LED lights with grommets provided under the pump walkway steps, one (1) each side. The lights shall be activated by the park brake signal of the chassis.

BODY PERIMETER SCENE LIGHTS

Does Your Bid Comply? YES NO

There shall be two (2) Techniq E-100, white LED lights with grommets provided under at the rear step area of the body, one (1) each side shining to the rear. The lights shall be activated by the park brake signal of the chassis.

NFPA LIGHTING PACKAGE

Does Your Bid Comply? YES NO

The following warning light package shall include all of the minimum warning light and actuation requirements for the current revision of the NFPA 1901 Fire Apparatus Standard.

CENTER CONSOLE

Does Your Bid Comply? YES NO

There shall be a custom-made aluminum center console mounted between cab seats with all emergency switches and controls. Center console shall be constructed of aluminum with hinged lid. The center console of the cab will serve as the central junction box for all electrical circuits, housing all terminal connection strips, circuit breaker, relays and related switch control components. This serves as a more weather resistant location and provides ease of access. All electrical equipment shall be installed to conform to the latest federal standards as outlined in NFPA 1901. Console shall be as large as possible and fabricated of 1/8" smooth aluminum and extend from below shift pad to rear wall of chassis. A Black Zolotone paint finish shall be provided for durability and finished appearance. The forward portion of console shall be slanted for easy viewing of the siren and radio equipment. The area shall be within easy access to both Driver and Officer.

NFPA LIGHTING PACKAGE-LED

Does Your Bid Comply? YES NO

The fully compliant NFPA lighting package meets the entire zone requirement of the latest 1901 standards. Complete light package shall be hard wired and color coded for ease of maintenance and care, multi-plex systems will not be accepted as options.

CAB ROOF LIGHTBAR

Does Your Bid Comply? YES NO

One (1) 56.00" Whelen, Justice LED lightbar shall be mounted on the cab roof.

This lightbar shall include the following:

- Four (4) red flashing CON3 LED modules facing forward.
- Two (2) white flashing CON3 LED modules facing forward.
- Two (2) red flashing LIN6 LED modules one (1) in each front corner.
- Two (2) red flashing LIN6 LED modules, one (1) in each rear corner.

All lenses shall be clear. There shall be a switch located in the cab on the switch panel to control the light bar. To meet NFPA requirements, all white warning lights shall be when the parking brake is applied.

L31 SERIES L.E.D. BEACON – L31H5FN

Does Your Bid Comply? YES NO

The apparatus will have two flat permanent mount 360° Red linear L.E.D. Beacons, with a Clear outer dome. The beacon is designed with a rugged and low profile, features built-in flashers with two NFPA compliant selectable flash patterns, Hi/Low intensity, built-in cruise lights and synchronization feature. The beacon can be configured to alternately or simultaneously flash multiple patterns with up to eight additional Whelen Super-LED 360° beacons. NFPA Compliant.

FRONT WARNING LIGHTS

Does Your Bid Comply? YES NO

A pair of surface mounted Whelen 900 Series Super LED flashing lights will be provided on the grille. The color of these lights will be red with Clear Lens. These lights will be installed with a plastic, chrome-plated flange.

SIDE ZONE LOWER LIGHTING

Does Your Bid Comply? YES NO

Four (4) Whelen 600 Series LED lights will be located at the following positions:

- Two (2) lights, one (1) each side on the front bumper extension on the side facing diamond plate. The color of these lights will be Red LED/clear lens. These lights will be provided with a chrome plated ABS plastic flange
- Two (2) lights, one each side in the rear wheel well area. The color of these lights will be Red LED/clear lens. These lights will be provided with a chrome plated ABS plastic flange

REAR ZONE LOWER LIGHTING

Does Your Bid Comply? YES NO

Two (2) Whelen 600 Series LED warning lights will be located at the rear of the apparatus, required to meet or exceed the lower level optical warning and optical power requirements of NFPA. The color of these lights will be Red LED/clear lens. These lights will be provided with a chrome plated ABS plastic flange.

SCENE LIGHTS

Does Your Bid Comply? YES NO

There will be one (3) pairs of Whelen®, Model 600 rectangular halogen scene lights installed. Two (2) installed on each side and two (2) installed rear of the truck. The lights shall be mounted on spacer bezels as required. These lights will be mounted on a 13-degree angle. They will be wired to be controlled for each side will be individually operated by a switch in the cab. Two mounted on each side of apparatus front and rear of tank. There shall be two mounted in rear corners of tank. Lights shall have switches and labels mounted in cab for easy usage.

DOT MARKER LIGHT PACKAGE

Does Your Bid Comply? YES NO

L.E.D. DOT clearance lights and reflectors shall be installed in conformance to the latest Federal DOT standards.

EXTERIOR LIGHTING

Does Your Bid Comply? YES NO

Exterior lighting shall meet or exceed Federal Department of Transportation., Federal Motor Vehicle Safety Standards and National Fire Protection Association requirements in effect at time of proposal.

SIREN

Does Your Bid Comply? YES NO

There shall be one (1) Whelen 295 SDA full feature siren provided in the cab center console. There shall be a microphone hardwired to the unit for the PA function. The siren head shall have all emergency controls embedded in siren face including three position activation switch and eight individual switches. The siren shall have the following available tones: Tone off, Wail, Phased wail, Wail 2, Yelp, Phased Yelp, Yelp 2, Yelp 249, Piercer, Hi-lo, Mechanical, Phased Mechanical, Mechanical 2, Warble, Phased Warble, Woop, Phased Woop, Wail Yelp combo, Wail Yelp Combo 2. The siren head shall have all emergency switches embedded in siren face.

ONE (1) SIREN SPEAKER

Does Your Bid Comply? YES NO

There shall be one (1) 100-watt speaker mounted behind the front bumper of the cab and wired to the siren.

REAR VISION CAMERA

Does Your Bid Comply? YES NO

There shall be One (1) Cab CAM Wired Video System which shall Include a 7" Monitor and 1 Camera. The Waterproof Cameras shall be: CCD Color with Audio, 28 Infrared Illuminators Allow up to 32 feet of Visibility in the Dark, Image Mirroring Function, Made to Withstand Off-Road Conditions. In cab 7" Color TFT LCD Monitor: Embedded Control Box for Direct Power Input for Cameras, AV2 Video Input for DVD/ VCR, AV1 and AV3 Video Input to Hook up to 3 Cameras. The camera shall be located in the rear center of the apparatus.

BACK-UP ALARM

Does Your Bid Comply? YES NO

A solid-state back-up alarm shall be provided and installed at the rear of the apparatus under the tailboard. The back-up alarm shall activate automatically when the transmission is placed in reverse gear and the ignition is "on".

RADIO ANTENNA MOUNT

Does Your Bid Comply? YES NO

There will be one (1) standard 1.125", 18 thread antenna-mounting base(s) installed on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the console. A weatherproof cap will be installed on the mount. An eight (8) inch minimum, metallic ground plane will be installed inside the roof beneath each antenna mount.

SCOTCH-LITE STRIPE

Does Your Bid Comply? YES NO

A six (6) inch high "Scotch-Lite" stripe shall be provided with a 1" gap and then 1" stripe provided. The stripe shall be applied on a minimum of 60 percent of each side of the unit, 60 percent on the rear of the unit and 40 percent on the front of the unit. The Scotch Lite stripe layout shall be determined by the Fire Department. The Scotch-Lite shall be White in color.

FRONT CAB LETTERING

Does Your Bid Comply? YES NO

24K Engine Turned Gold Leaf with drop shadow lettering shall be provided on the cab drivers and officer's doors per the fire department requirements. The design of the lettering on the cab doors shall be designed to fit in the area available. Lettering provided on the driver's and officer's cab doors shall be 3" high.

There shall also be a 24K Engine Turned gold leaf Pin Stripe Provided on the Cab at the Paint Break Line.

REAR BODY CHEVRONS

Does Your Bid Comply? YES NO

Chevron striping shall be applied to the entire rear wall. The chevrons shall consist of 6" wide reflective striping at 45-degree angles from the tailboard in an inverted "V" pattern coming down from the center. The stripes shall alternate red reflective, yellow reflective, red reflective, etc....

MISCELLANEOUS HARDWARE

Does Your Bid Comply? YES NO

One bag of miscellaneous hardware shall be supplied with the finished apparatus. This hardware shall consist of nuts, bolts, screws, washers, etc. used in the manufacture of the apparatus.

TWO-TONE CAB

Does Your Bid Comply? YES NO

The cab shall be painted two-tone by the apparatus manufacturer. The top portion of the cab from the bottom of the windshield up shall be painted Bright White and the Lower Section Red. Red Paint will be color matched to existing apparatus paint codes..

BODY PAINT

Does Your Bid Comply? YES NO

The apparatus body shall be painted Red.

TOUCH-UP PAINT

Does Your Bid Comply? YES NO

A container of touch-up paint will be provided to match the cab color.

SPANNER WRENCH SETS

Does Your Bid Comply? YES NO

There shall be three (3) triple set hydrant wrenches provided and installed on the apparatus, one each side and one rear.

DUMP TANK

Does Your Bid Comply? YES NO

There shall be one (1) 2100 Gallon Dump Tank provided on the completed apparatus, aluminum frame with red vinyl.

WARRANTY {ONE YEAR}

Does Your Bid Comply? YES NO

A one (1) year new vehicle warranty will be provided, upon delivery and acceptance of the vehicle. The warranty will ensure that the vehicle has been manufactured to the contract specifications and will be free from defects in material and workmanship that may appear under normal use and service within the warranty period. The warranty may be subject to different time and mileage limitations for specific components and parts. This warranty is issued to the original purchaser of the vehicle.

The warranty will not apply to any parts or components that are warranted directly by their manufacturers. The warranty will not apply to routine maintenance requirements as described in the service and operator's manual. No warranty whether expressed, implied, statutory or otherwise including, but not limited to any warranty of merchantability or fitness for purpose will be imposed.

The manufacturer or representative will be notified in writing within the warranty period of any failure of the vehicle to comply with the specified warranty. If requested, the purchaser will promptly return the apparatus, component or part to the manufacturer for inspection of any defect in material or workmanship occurring within the applicable time limits.

The manufacturer will either repair or replace any defective components or parts. Repair or replacement of the defective item will be at the sole discretion of the manufacturer. The Basic Vehicle Warranty covers all components and parts unless specifically covered by other descriptions or otherwise excluded herein. Repair or replacement of components will be done without cost to the purchaser when performed within the warranty period. Warranty repairs will not constitute an extension of the original warranty period, either for the entire apparatus or any specific components or parts.

The warranty will be inclusive and in lieu of all other warranties whether written, oral or implied, including but not limited to any warranty of merchantability or fitness for purpose. The warranty will be void and the manufacturer will not be obligated to repair or replace any component or part where the necessity of such replacement or repair, in the opinion of the manufacturer, is due in whole or in part to loads in excess of factory rated capacities, modification or alteration, accident or other misuse or abuse of the vehicle. In no event will the manufacturer be liable for special or consequential

damages including but not limited to injuries to persons or damage to property or loss of vehicle use.

The apparatus will be maintained and serviced, by the purchaser, according to the prescribed schedules outlined in the operators and service manuals. As a condition of the warranty the manufacturer may require that receipts or other evidence be provided to verify that maintenance and service has been performed.

COMPONENT WARRANTY INTERVALS

COMMERCIAL CHASSIS

Does Your Bid Comply? ___YES ___NO

The commercial chassis and all of the chassis related components will only be covered by the Chassis Manufacturer's warranty as provided to the vehicle manufacturer. A copy of the chassis manufacturer's warranty will be supplied to define additional details of the warranty provisions.

ITEMS EXCLUDED FROM WARRANTY

Does Your Bid Comply? ___YES ___NO

To better understand the warranty, the following is a description of some conditions that are not covered by this warranty.

LOOSE FASTENERS:

Nuts, bolts and screws may loosen due to road shocks, engine vibration, etc. Maintaining necessary tightness is your responsibility.

Glass and lens breakage and scratches.

Chrome, aluminum, or stainless components with bright finishes - general rust and/or staining, bluing or yellowing, rust pits and/or nicks caused by road debris, streaks, stains and corrosion caused by severe wash solutions or road salts.

OTHER: Some further examples that we are not responsible for are as follows: Traveling expense; Road calls; Unauthorized towing charges; Accident repairs, loss of apparatus use; Communications charges; Cost of rental equipment; Repair or replacement of items not furnished or installed by us. Road tests or Dynamometer testing.

Tires are covered by their respective manufacturer's warranty.

MODIFICATIONS TO ORIGINAL EQUIPMENT

Does Your Bid Comply? ___YES ___NO

If dealers or customers cause any vehicle modifications or equipment installations to be performed and these modifications or installations adversely affect other vehicle components or vehicle performance, we will not accept any product liability or claims under the terms of this warranty. These claims and any required repairs would be the responsibility of the person doing the modification or installation.

CHANGES IN COMPONENT SPECIFICATIONS

Does Your Bid Comply? ___YES ___NO

Specifications for components (make or model) installed on the apparatus, manufactured by companies other than the apparatus manufacturer are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the apparatus. The apparatus manufacturer will not be held liable for any specification deviations from original contract specifications on such components made by the original component manufacturer.

CORROSION WARRANTY

Does Your Bid Comply? ___YES ___NO

The proposed body will be warranted against rust-through or perforation, due to corrosion from within, for a period of ten (10) years. Perforation is defined as a condition in which an actual hole occurs in a sheet metal panel due to rust or corrosion from within. Surface rust or corrosion caused by chips or scratches in the paint are not covered by this warranty.

BODY WARRANTY

Does Your Bid Comply? ___YES ___NO

The manufacturer warrants to the original purchaser only, that the all aluminum body, under normal use and with reasonable maintenance, be structurally sound and will remain free from corrosion perforation for the Lifetime of Use at Purchasing Department.

This warranty does not apply to the following items that are covered by a separate warranty: paint finish, hardware, moldings, and other accessories attached to this body. In addition, this warranty does not apply to any part or accessory

manufactured by others and attached to this body.

THE MANUFACTURER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE ALUMINUM BODY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HEREBY DISCLAIMED.

The manufacturer will replace without charge, repair or make a fair allowance for any defect in material or workmanship demonstrated to its satisfaction to have existed at the time of delivery or not due to misuse, negligence, or accident. If the manufacturer elects to repair this body, the extent of such repair shall be determined solely by the manufacturer, and shall be performed solely at the manufacturer's factory, or at an approved facility. The expense of any transportation to or from such repair facility shall be borne by the purchaser and is not an item covered under this warranty.

The manufacturer will not be liable for damages and under no circumstances will its liability exceed the price for a defective body. The remedies set forth herein are exclusive and in substitution for all other remedies to which the purchaser would otherwise be entitled.

The manufacturer will be given a reasonable opportunity to investigate all claims. The purchaser must commence any action arising out of, based upon or relating to agreement or the breach hereof, within twelve months from the date the cause of the action occurred.

PAINT FINISH WARRANTY

Does Your Bid Comply? YES NO

The proposed paint finish will be warranted for a period of ten (10) years from the date of acceptance of the unit. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WATER TANK (LIFETIME)

Does Your Bid Comply? YES NO

The proposed water tank will be warranted by the water tank manufacturer for the lifetime after in service date. A copy of the manufacturer's warranty will be supplied to define additional details of the warranty provisions.

STAINLESS STEEL PLUMBING

Does Your Bid Comply? YES NO

The pump shall have a ten (10) year plumbing warranty from Manufacturer.

HALE FIRE PUMP (FIVE/YEAR)

Does Your Bid Comply? YES NO

Hale hereby warrants to the original buyer that products manufactured by Hale are free of defects in material and workmanship for a period of five (5) years from the date the product is first placed into service, parts and labor.

Loose Equipment

Does Your Bid Comply? YES NO

All loose equipment to be mounted upon consultation with the department after award of the bid.

Two (2) 8' pike pole

One (1) 10' pike pole

One (1) 6 lb. flat head axe with fiberglass handle with mounting brackets

One (1) 6 lb. pick head axe with fiberglass handle with mounting brackets

One (1) Halligan tool with mounting brackets

Two (2) StreamLight LightBox hand lights with truck mounting charging brackets

One (1) double female 2 1/2"

One (1) double male 2 1/2"

One (1) reducers from 2 1/2" to 1 1/2"

One (1) brackets to hold connectors

One (1) TFF low level strainer

Special Conditions

A. Workmanship – Workmanship shall be of the best known to the trades. Whenever any work is rejected by the OWNER, such rejected work shall be removed at once and shall be replaced with work conforming to the requirements of the Contract Documents.

B. Notices – The CONTRACTOR shall keep the OWNER advised on a monthly basis as to work schedule.

C. Observations and Testing – All work performed and all material and equipment furnished by the CONTRACTOR shall strictly conform to the drawings and specifications. Competent labor, mechanics, and tradesmen shall be used on all work.

The acceptance at any time of the materials by or in behalf of the OWNER from future rejection if they are subsequently found to be defective or inferior in quality or uniformity to the material specified.

Whenever any material shall be rejected by the OWNER, such material shall be removed at once from the line of work at the CONTRACTOR'S expense, and shall not be brought back.

The OWNER shall have the right to observe and witness routine testing of all work and materials covered by these specifications. The OWNER shall have the right to approve the manner in which special or requested tests are conducted.

Any inspections, tests, or approval of waiver of tests shall not in any way relieve the CONTRACTOR of full responsibility for furnishing materials meeting the guaranteed performance and requirements of the Contract.

D. Progress and Completion – The work shall be commenced any time after the issuance of the notice to proceed and the CONTRACTOR shall complete all work within the number of calendar days stated in the proposal after such notice. Upon acceptance of bid, a late fee penalty will be agreed upon by both parties.

E. Liquidated Damages – The OWNER reserves all rights and remedies he may have against the CONTRACTOR for breach of Contract.

F. Taxes – CONTRACTOR shall without additional expense to the OWNER, pay applicable Federal, State and Local taxes of every kind and character, except taxes and assessments on the real property comprising the site of the project, and such taxes shall be considered incidental and included in the total bid.

CONTRACTOR shall furnish the OWNER with statements evidencing payment of any sales, use of excise tax and such other documents as are necessary for the OWNER to make request for tax refund as provided by law. Such statements and documents shall be furnished to the OWNER in quintuplicate before final payment on the contract is made to the CONTRACTOR.

G. Guarantee Period – The CONTRACTOR guarantees all work constructed under the

contract against defects in material and workmanship for a period of one (1) year from the date of final acceptance. The CONTRACTOR shall bear the entire cost and expense of all repairs which may, from imperfection in work or material, become necessary within that time. The CONTRACTOR shall bear the entire cost and expense of all repairs required as a result of failure during the guarantee period. If the CONTRACTOR shall not proceed to remedy such defect or deficiencies called to his attention within to (10) days after written notice from the OWNER, the OWNER shall cause the repairs to be made as the OWNER deems best and the entire cost thereof shall be paid by the CONTRACTOR.

H. Assignments – The CONTRACTOR shall not assign whole or any part of this contract or any moneys due to become due hereunder without written consent of the OWNER. In case the CONTRACTOR, with consent of the OWNER, assigns all or any part of the moneys due or to become due under this contract, the instruments of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the CONTRACTOR shall be subject first to prior liens of all person, firms, and corporations for the payment of all laborers and mechanics for labor that shall be performed and for the payment of material and equipment rental which is actually used or rented in the performance of the contract and also subject to any liens or amounts due the State or Federal Government or any of their funds.

I. Applicable Codes and Regulations – All work shall conform to the requirements of all National, State or local laws, ordinances, building codes or other regulations that are in effect at the place of work.

J. Equipment Drawings – Preliminary drawings showing principal dimensions of the equipment shall be submitted with each copy of the bidder's proposal at the time bids are opened. Two copies of each drawing required to show detailed arrangements of equipment, principal dimensions and wiring shall be submitted by the CONTRACTOR to the City for approval within sixty (60) calendar days after the date that the CONTRACTOR is awarded, and sooner if possible. If the drawings are approved by the City, one copy of each drawing will be kept for reference purposes and one copy bearing the City's approval will be returned to the CONTRACTOR. If the drawings are not approved, one copy showing the reasons for disapproval will be returned to the CONTRACTOR, who shall make the required corrections. The CONTRACTOR shall then submit two copies of the "As Built" drawings. Approval of any drawings by the City will not relieve the CONTRACTOR of responsibility or accuracy and correctness of his work or for the construction and successful performance of the equipment furnished by him.

K. Correspondence – Correspondence forwarding drawings, instruction manuals and other engineering data shall be addressed as follows:

**Seward Volunteer Fire Department
222 N. 3rd Street
Seward, Nebraska 68434
Attn: James Kimsey, Chief**

All correspondence, drawings and instruction manuals shall be identified with the purchaser's name, bill of material and manufacturer's order number.

- L. Delivery** – The apparatus shall be delivered under its own power, via road to the Seward Volunteer Fire Department, 222 N. 3rd St. Seward, Nebraska. Delivery by rail or truck freight is not acceptable. The City and its approved Acceptance Authority shall be notified a minimum of seven (7) days prior to anticipated delivery. The apparatus shall be F. O. B. Seward, Nebraska.
- M. Manuals and Instructions** – Upon completion of the apparatus, the CONTRACTOR shall furnish the OWNER and Acceptance Authority two (2) copies, one each of maintenance and operating instructions for mechanical, electrical or other such operable components of the Fire/Rescue apparatus.
- N. Liability** – The CONTRACTOR shall defend any and all suits and assume liability for the use of any patented process, device or article forming a part of the fire/rescue apparatus or associated equipment.

Contract Stipulations

- A. General** – The following provisions are agreed to by and between the CONTRACTOR and OWNER.
- B. Definitions** – Wherever any word or expression listed below, or pronoun used in its stead, occurs in these documents, it shall be defined as follows:
1. **“CONTRACT”** shall include all of the documents comprised of Invitation to Bid, Instructions to Bidders, Contract Stipulations, Technical Provisions, Special Conditions, General Conditions, Certificate of Insurance, Proposal and Contract.
 2. **“CONTRACTOR”** shall mean the party entering into agreement for the performance of the work covered by this contract and his duly authorized agents or legal representatives.
 3. **“OWNER”** shall mean The City of Seward, Nebraska.
 4. **“PROJECT”** shall mean the entire construction to be performed as provided in the contract documents.
- C. The Owner** – The OWNER retains and shall execute ultimate authority or matters left to the discretion and direction of the OWNER. The OWNER may directly instruct the CONTRACTOR where the CONTRACTOR’S action might adversely affect the OWNER’S other operations, property or obligations beyond those conditions considered normal to the services required of the CONTRACTOR under these documents. The OWNER shall designate a project representative to act on its behalf in normal dealing with the CONTRACTOR. This representative shall have authority to act for and on behalf of the OWNER within the limitations of applicable law and published statements of authority. The OWNER shall have the right to perform other work and furnish such material and equipment on the project of which this contract is a part and which is not obligated to the CONTRACTOR hereunder.
- D. The Contractor** – The CONTRACTOR shall cooperate with the OWNER, and other contractors in achieving the expressed intent of these documents and in obtaining a workable, reliable and efficient installation. Insofar as is applicable, it is understood the CONTRACTOR has satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities specified preliminary to and during the prosecution of the work, the general local conditions and all local matters which can in any way affect the work under this contract and that no conversation with any officer, agent, or employee of the OWNER, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. Neither party to this contract shall assign or transfer this contract, nor any moneys due there under, without the written consent of the other party and of the Surety. The CONTRACTOR is encouraged to present to the OWNER any suggestions which may help accomplish the intent of these documents.
- E. Payments** – The CONTRACTOR shall receive 90 percent of the contract price upon completion or his work. The remaining 10 percent will be made after final approval by the OWNER and TRUCK COMMITTEE.

General Conditions

INSURANCE

A. Contractors Liability Insurance

1. During the term of this contract, the CONTRACTOR shall maintain such insurance as will protect him from claims as set forth below which may arise out of or result from the CONTRACTOR'S operations under the contract, whether such operations be by himself or by a subcontractor or subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be held liable:

- a. for claims arising under any workman's compensation, employers liability, or any similar employee benefit acts:
- b. for claims because of bodily injury, sickness, disease or death of any person or persons other than his employees, and for claims because of damage to or destruction of property or other resulting therefrom, including loss of the thereof.

2. Such insurance shall be written for amounts not less than the following a respects subparagraph (a) above:

Workman's Compensation Statutory
Employers Liability \$100,000 Each Occurrence

and as respects subparagraph (b) above:

Bodily Injury and Property
Damage with a Combined
Single Limit of Liability
Of \$100,000 Each Occurrence

Or

Bodily Injury
General and Automobile \$500,000 Each Person
General and Automobile \$1,000,000 Each Occurrence

Property Damage
General and Automobile \$500,000 Each Occurrence
General \$500,000 Aggregate

3. The Insurance referred to in subparagraph (b) above shall be written under the Comprehensive General and Comprehensive Automobile Liability policy forms, including coverage for all owned, hired, and non-owned automobiles. The CONTRACTOR may at his option provide the limits of liability as set out above by a combination of the above-described policy forms and an Umbrella Excess liability Policy.

4. It is the condition of the contract that the policy or policies afford coverage for damage to property of others arising out of the perils of Explosion and Collapse and it is a further condition that the policy or policies afford the same limits of liability as set out above for

liability assumed under contract including CONTRACTUAL LIABILITY as set out in paragraphs 6.30, 6.31, 6.32, of the General Conditions (N.S.P.E. Document No. 1910-9) "INDEMNIFICATION", as modified. It is a condition of the contract that the policy or policies afford BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE for damage to property of others in the care, custody, or control of the insured, or as to which the insured is for any purpose exercising physical control.

5. All responsibility for payment of any sums resulting from and deductible provision, corridor, or self-insured retention conditions of the policy or policies shall remain with the CONTRACTOR.

6. It is a condition of the contract that the policy or policies waive any and all Government Immunity as a defense in any action brought against the insured or any other party to the contract.

7. Approval of the insurance by the OWNER shall not in any way relieve or decrease the liability of the CONTRACTOR HEREUNDER, AND IT IS EXPRESSLY UNDERSTOOD THAT THE OWNER does not in any way represent that the above specified insurance or limits of liability are sufficient or adequate to protect the CONTRACTOR'S interest or liabilities.

8. Evidence of the above required insurance shall be furnished on the Insurance Certificate Form herein attached, and on other, unless further verification of insurance is requested by the OWNER, in which case the CONTRACTOR shall furnish verification. If the Insurance agent executing the Insurance Certificate indicates that there are special limitations on the Insurance Policy, then a copy of the policy exclusions must be submitted with the Insurance Certificate. An adequate supply of forms will be furnished to the CONTRACTOR. Proof of insurance shall be submitted directly to the OWNER for review and approval. The CONTRACTOR shall not begin any work until the OWNER has reviewed and approved the Insurance Certificates and has so notified the CONTRACTOR directly in writing. Any Notice to Proceed issued shall be subject to such approval by the OWNER.

B. Property Insurance – All responsibility for maintenance or property insurance on the work (including but not limited to Builder's Risk and Installation Floater) remains solely with the CONTRACTOR who may at his option insure against any or all perils, and such responsibility shall remain with the CONTRACTOR until such time as the work is complete and accepted in writing by the OWNER. It is a condition of the contract that the OWNER and all Contractors, Subcontractors and Sub-Subcontractors waive all rights of recovery against each other for damages caused by fire or other perils to the extent covered by any valid and collectible insurance, and further that any policy not including the standard waiver of subrogation clause be so endorsed as to comply with this paragraph.

C. No oral agreement of conversation with any officer, agent or employee of the OWNER either before or after the execution of the contract, shall modify any of the terms or obligations contained in the Contract Documents.

D. Correction of Rejected Work – The CONTRACTOR shall promptly and without expense to the OWNER:

1. Correct all work which is inferior or defective.
2. Correct all damage to the work or site cause by defective work.

Contract

This Agreement made and entered into this _____ day of _____, _____, by and between the CITY OF SEWARD, NEBRASKA, a nonprofit corporation under the laws of the State of Nebraska acting through its Board, Party of the First Part, hereinafter called the Purchaser and _____
A _____ of _____ (CITY)
In State of _____, Party of the Second Part, hereinafter called the Contractor.

WITNESSETH: That,
Whereas, The Purchaser has caused the necessary Contract Documents to be prepared for defining a project consisting of:

WHEREAS: The Purchaser has solicited bids from Contractors, has received said bids, analyzed same bids and duly awarded a Contract to the Contractor, Party of the Second Part, for equipment and construction as hereinafter set forth and as stated more in detail in the Proposal and related Contract Documents to-wit: Invitation to Bidders; Proposal; Exceptions to Specifications; Contract Stipulations; all of which documents are attached hereto and made a part of this Contract.

NOW THEREFORE; It is hereby agreed for the sum of _____ (Dollars)

(\$ _____) to be paid by the Purchaser, to the Contractor, the Contractor agrees to furnish all materials, and perform all work as required by the accompanying plans and specifications and the aforesaid Contract Documents.

All Materials and work shall be in accordance with the accompanying Contract Documents and plans which are as much a part of the Agreement as if repeated verbatim herein.

It is further agreed that the Contractor will start work promptly, furnish the necessary drawings promptly and complete the work in the number of days set forth in the Proposal.

IN WITNESS WHEREOF: The parties of the First and Second Parts have hereto set their hand and seals on the day and year above written.

**CITY OF SEWARD, NEBRASKA
Party of the First Part**

By: _____

Title: _____

ATTEST:

**CONTRACTOR
Party of the Second Part**

By: _____

Title: _____

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That we, _____

hereinafter called the Principal, and _____
_____ State of _____

hereinafter called the Surety, are held and firmly bound unto the CITY OF SEWARD, NEBRASKA, herein after called the Oblige, in the full and just sum of:

_____ Dollars, lawful money if the United States, for the payment of which, well and truly to the made, we find ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has heretofore on the _____ day of _____, _____ entered into a certain contract with the CITY OF SEWARD, NEBRASKA, a copy of which Contract, together with its terms, covenants, conditions and stipulations, is incorporated herein and made a part hereof as fully and amply as if said Contract were recited at length.

NOW THEREFORE: If the above bounded Principle shall well, truly, and faithfully perform said Contract and comply with all the terms and provisions thereof and satisfy all of the obligations of said Principle arising there under (including the mater of infringement, if any, of patents and covenant for replacement of defective materials and workmanship for a period of one year after the completion of the Contract) and comply with all covenants therein contained and contained in the specifications and other documents consisting a part of said Contract required to be performed by said Principal in the manner and within the time provided for in said Contract, and shall fully indemnify and save harmless said CITY OF SEWARD, NEBRASKA from all costs and damages which said CITY may suffer by reason of failure so to do, and shall fully reimburse and repay said COMMISSION all outlay and expense which said CITY may incur in making good any such default and shall pay all persons who have contracts directly with the Principal for labor and materials, if any, included in said contract, then this obligation to be null and void; otherwise to remain in full force and effect.

The conditions of Section 52-118, R.R.S., Nebraska, are incorporated herein by reference.

That the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect the obligations on this Bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above named Principal and Surety have executed these presents this

_____ day of _____, _____.

PRINCIPAL

Contractor

By: _____

Title: _____

SURETY

Attorney-in-Fact

ATTEST:

_____, Secretary

Waiver and Release of Lien

WHEREAS, the undersigned _____ has
NAME OF MANUFACTURER, MATERILMAN OR SUBCONTRACTOR

Has furnished to _____ the following:
NAME OF CONTRACTOR

_____ for use in the construction of a project belonging to
NAME OF MATERIAL AND SERVICES FURNISHED

_____.

NOW THEREFORE, the undersigned, _____,
NAME OF MANUFACTURER, MATERILMAN OR SUBCONTRACTOR

for and in consideration of \$ _____, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said _____
NAME OF CONTRACTOR for said project.

Given under my (our) hand(s) and seal(s)

this _____ day of _____, _____.

NAME OF MANUFACTURER, MATERILMAN OR SUBCONTRACTOR

By _____
PRESIDENT, VICE PRESIDENT, PARTNER OR OWNER, OR IF SIGNED BY OTHER THAN ONE OF FOREGOING, ACCOMPANIED BY POWER OF ATTORNEY SIGNED BY ONE OF THE FOREGOING IN FAVOR OF THE SIGNER. (USE DESIGNATION APPLICABLE)

Who we sent bids to for unit 30 the last truck we purchased.
Not sure on this list it may not be exact, will need to verify each and their
mailing address

Deep South
2342 US 49 North
PO Box 293
Seminary, MS 39479

Heiman Bros. Inc.
Attn: Grant Aassen
PO Box 42
Lyons, SD 57041

Fire Guard Emergency Equipment Sales
Attn: Brad Pfeiffer
4404 South 76th Circle
Omaha Ne. 68127

Fire-Tek
Attn: Chad Sitorius
2412 Ave. G
Gothenburg, NE 69138

Ed M. Feld Equipment Co
Attn: Dale Derner
113 N Griffith Road
PO Box 625
Carroll, Iowa 51401

Danko Emergency
Attn: Mark
302 E 4th Street
P.O. Box 218
Snyder, Ne 68664-0218

4. Consideration of Request for Street Closures/Parade Permit for July 4th Festivities -
July 4th Committee

Application for Parade, March or Special Event Permit

We, the undersigned, hereby apply for a permit for a parade, March or Special Event.

Sponsoring Organization: Seward Fourth of July Committee

Date: July 4, 2021

Time: 4:00pm / 2pm Line Up

Approx. Duration: 4 hours

Route: 1st and Bradford to Seward Street, Seward Street to Hughes Brothers

Line Up Area Map Included

We also agree to, and understand the terms of City Code, 382-8.4 & 382-8.5, and have filed a certificate of liability insurance with the City (copy attached), with sufficient personal sureties as a condition to the granting of such permit, conditioned to indemnify the City for any loss, damage or liability incurred or caused by the conduct or such parade or march.

The City reserves the right to cancel such parade, march or special event permit if the terms of the City Code are not met.

Submitted by: Tonia Nantkes

Address: PO Box 68 Utica, NE 68456

Phone: 4026418912

Email: tnantkes@outlook.com

Approval of Application

(For office use only)

Mayor

Street Superintendent

Chief of Police

Attest:

Assistant Administrator/City Clerk

Date Approved

Date submitted to the State of Nebraska: _____
(attach copy of Council action)

STREET CLOSING PERMIT

NAME: Tonia Nantkes DATE: 4/29/2021

ADDRESS: PO Box 68 Utica, Neb 68456

TELEPHONE NO. 402-641-8912 E-MAIL ADDRESS tnantkes@outlook.com

LOCATION OF STREET CLOSING: Please See Attached Maps

DATE & HOURS OF CLOSING: July 4, 6:00 AM - 5:00 PM

REASON/EVENT FOR CLOSING: Parade Line Up/Staging Area

ADJACENT PROPERTY OWNERS' SIGNATURES:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

REGULATIONS: No alcoholic beverages in street or public right-of-way, no excessive/prolonged noise/music

Dated: 4/29/2021

Mayor

Street, Transportation & Recycling Supt.

Police Chief

A Certificate of Liability Insurance naming the City of Seward as additionally insured in the amount of \$1,000,000.00 is required. The Certificate of Insurance should be delivered to the City before the event date.

Date insurance certificate filed with City: _____

- A. Consideration of a Resolution approving closing of the east lane of Highway 15 from Main Street to Seward Street, the north lane of Hwy 34 from 5th Street to 6th Street, and Highway 15/Seward Street intersection during the parade and other festivities on July 4, 2021.

RESOLUTION NO. 2021-

WHEREAS, the City of Seward's Annual FOURTH OF JULY CELEBRATION is scheduled for July 4, 2021; and

WHEREAS, the City of Seward wishes to support this annual event; and

WHEREAS, it is necessary to close the north lane of Highway 34 between 5th Street and Hwy 15 (6th Street) from 5:00 a.m. to 7:00 p.m. for the festivities to be held on the Courthouse square; and

WHEREAS, it is necessary to close the east lane of Hwy 15 (6th Street) between Highway 34 (Main Street) to Seward Street from 5:00 a.m. to 7:00 p.m. for the festivities to be held on the Courthouse square; and

WHEREAS, it is necessary to close Highway 15 at the intersection of Seward Street and Highway 15 for the Parade from 3:30 p.m. to 7:00 p.m.; and

WHEREAS, the road closure described above must be approved by the State of Nebraska Department of Roads;

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

The City Clerk-Human Resource Director is hereby authorized to forward this resolution to the State of Nebraska Department of Roads for the closing of Hwy 15 and Hwy 34 as defined above for the festivities to be held on the Fourth of July in Seward, Nebraska.

The Mayor declared the resolution adopted.

Dated: May 4, 2021

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Julie Moody
Deputy Clerk

(SEAL)

5. Consideration of a three year lease with Bitti and Sons Ventors LLC (Magical Lights of Seward) for the use of Centennial Park for a holiday lights display - City Administrator Butcher

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) dated as of the ____ day of _____, 2021 (the “Effective Date”) is entered into by the City of Seward, a Nebraska municipal corporation, (hereinafter referred to as “Landlord”), and BITTI AND SONS VENTORS, LLC, a Nebraska limited liability company, (hereinafter referred to as “Tenant”). Landlord and Tenant are sometimes collectively referred to hereinafter as the “Parties,” and each individually, as a “Party.”

BACKGROUND

Landlord owns or controls a certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, making up a park and playground located at 1600 Fairgrounds Circle, Seward, Nebraska, 68434 together with the building, field, and improvements situated thereon, all of which is commonly referred to as Centennial Park (collectively, the “Property”). Tenant plans to use the Property as a site for a municipal holiday light display to serve and entertain the people of the City of Seward and neighboring areas and the incorporation of additional equipment to facilitate the annual event referred to as “Nebraska’s Largest Christmas Light Show” (hereinafter, the “Event”). Tenant desires to lease from Landlord, and Landlord desires to grant to Tenant, the right to use the Property in accordance with the terms of this Agreement.

The Parties, intending to be legally bound, agree as follows:

1. **LEASE OF PREMISES.** Landlord agrees to lease to Tenant the Property as described as follows:
2. **PERMITTED USE.**
 - a) Tenant may use the Property for any lawful purpose including the preparation, development, erection, and operation of the Event (collectively, the “Permitted Use”).
 - b) Tenant agrees to comply with all applicable federal, state and local laws, rules, statutes and regulations, regulating to the use of the Property.
 - c) Tenant will have the right to make reasonable modifications, alterations, replacements, upgrades, and expansions to the Property in order to ensure that the Event complies with all applicable federal, state, and local laws, rules, statutes, and regulations.
 - d) Tenant shall make use of any predetermined Landlord equipment at its election, but Landlord equipment shall at all times remain Landlord’s property and shall not be removed from service by Landlord. Tenant shall be responsible for replacement and/or repair of Landlord equipment damaged as a result of Tenant’s negligence or neglect.
 - e) Tenant shall have exclusive access to the Property during each four-month term of this Agreement subject to Landlord’s reasonable maintenance. No above grade structures or items shall be present or stored on the Property outside of the four-

month terms, during which time Tenant shall have non-exclusive access subject to the rights of the public use of the Property.

3. **TERM.** This Agreement shall be for the following four-month terms:

October 15, 2021 through February 15, 2022
October 15, 2022 through February 15, 2023
October 15, 2023 through February 15, 2024.

4. **FEES.** Tenant shall pay Landlord the sum of fifteen percent (15%) of the amount of annual gross revenues from all sources received by Tenant after deducting any applicable city and state sales taxes owed by Tenant. During each four-month term, after the Landlord has received Four Thousand Dollars (\$4,000) Tenant shall be entitled to retain 100% of all revenues. The payment shall be made on an annual basis to Landlord within thirty (30) days after the close of each four-month term.

5. **APPROVALS; LEASE CONTINGENCIES.** Notwithstanding the foregoing or anything to the contrary set forth herein, Landlord hereby agrees that this Agreement and Tenant's ability to use the Property are expressly contingent upon the suitability of the Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all administrative licenses, permits, approvals or anything deemed necessary or appropriate by Tenant for its use of the Property, the Landlord agrees not to unreasonably withhold the same from Tenant. As of the Effective Date, Tenant shall have the right to enter upon the Property to inspect, survey, test, evaluate, assess, measure and/or appraise the Property including, without limitation, the Property, and/or to perform such other due diligence as Tenant deems necessary in its sole discretion, all at Tenant's expense, for the purpose of determining the suitability and feasibility of the Premises for Tenant's intended use thereof.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

- a) by Tenant, upon written notice to Landlord, if Tenant is unable to obtain or maintain, any required approval(s) or the issuance of a license or permit by any agency or other governmental authority necessary or appropriate for the operation of the Event, now or hereafter intended by Tenant; or if Tenant determines at any time in its sole discretion that the cost of obtaining or maintaining any of the foregoing is commercially unreasonable.
- b) by Landlord for violation by Tenant of any of the terms of this Agreement, or any violation of any law or ordinance, provided, however, that ten (10) days written notice shall be provided to Tenant to correction the condition prior to termination. Failure to correct a violation within ten (10) days after notice shall result in automatic termination without any further notice.

7. **INSURANCE.** During the Term, Tenant, at its sole cost and expense, shall obtain and maintain the following insurance: (i) Commercial general liability insurance with a

minimum limit of liability of One Million Dollars (\$1,000,000.00) combined single limit for bodily injury or death/property damage arising out of any single occurrence. The coverage afforded by Tenant's commercial general liability shall apply to Landlord as an additional insured.

8. INTERFERENCE.

- a) From and after the date of this Agreement, Landlord shall not grant or convey a lease, license or any other right to any third party for the use of the Property during the Term, if such use could adversely affect or interfere with the Event, the operations of Tenant, or the rights of Tenant under this Agreement. Landlord shall notify Tenant in writing prior to granting any third party the right to enter and/or conduct activities on the Property.
- b) Landlord shall not use, nor shall Landlord permit its employees, tenants, licensees, invitees, or agents to use, any portion of the Property in any way that could interfere with the Event, the operations of Tenant, or the rights of Tenant under this Agreement. Notwithstanding the foregoing, Landlord may enter the property at any time to resolve an emergency that threatens the life or safety of anyone, or to maintain or repair damage to the Property, provided that such maintenance is done as a time and in a manner that presents the least amount of interference of the Event as is reasonable under the circumstances.

9. INDEMNIFICATION.

- a) Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against any and all physical injury claims and associated costs or expenses arising directly from the use, maintenance, repair, operation or removal of the equipment used in the Event, or for any actions or participation during the Event, except to the extent any such injury, loss, damage, or liability is attributable to the negligent or intentional act or omission of Landlord, its employees, agents, or independent contractors.
- b) Landlord hereby agrees to indemnify, defend, and hold Tenant harmless from and against any and all physical injury claims and associated costs or expenses arising directly from the actions or failure to act of Landlord or its employees, agents, or independent contractors or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

10. ACCESS. At all times throughout the Term, and at no additional charge to Tenant, Tenant and its employees, agents, volunteers, and subcontractors, shall have full, free, and uninterrupted access to the Property twenty-four (24) hours per day, seven (7) days per week, for purposes of installing, maintaining, operating, and repairing the Event and any utilities surviving the Property.

11. REMOVAL/RESTORATION. All portions of the equipment used in the Event brought onto the Property by Tenant will at all times be and remain Tenant's personal property

and, at Tenant's option, may be removed by Tenant at any time during the Term. All portions of the equipment purchased by the Tenant for the price set forth above shall remain Tenant's personal property. Any equipment constructed, erected, or placed on the Property by Tenant will become, or be considered affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed on the Premises by Tenant will at all times be and remain the property of Tenant and may be removed by Tenant at any time during the Term. In any event, within ninety (90) days of the termination of this Agreement, Tenant shall remove all of Tenant's personal property from the Premises and Tenant shall, to the extent practical and economically reasonable, restore the Property to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control expected.

12. **MAINTENANCE/UTILITIES.** Landlord shall keep and maintain the Property in good condition, reasonable wear and tear and damage from elements or casualty excepted. Landlord shall maintain and repair the Property, the access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.
13. **DEFAULT AND RIGHT TO CURE.** The following will be deemed a default by the Parties and a breach of this Agreement: (i) failure to perform any term, condition or breach of any warranty or covenant under this Agreement within ten (10) days after receipt of written notice from the other Party specifying the failure. No such failure will be deemed to exist if the respective Party has commenced to cure the default within the prescribed cure period and provided that the efforts are prosecuted to completion with reasonable diligence. If the Party remains in default beyond the applicable cure period, the other shall have the right to exercise any and all rights available to it hereunder, under law or in equity.
14. **ASSIGNMENT/SUBLEASE.** Upon a written request to, and approval from the Landlord, the tenant shall have the right to assign this Agreement. Upon notification to Landlord of any such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement.
15. **NOTICES AND REPORTING.** All notices, requests, demands and communications hereunder shall be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when property sent and received, refused or returned undelivered. Notices shall be addressed to the Parties as follows:

If to Tenant: Vinny Bittinger
 Bitti and Sons Ventors, LLC
 13240 West Bluff Road
 Malcolm, NE 68402

If to Landlord: Greg Butcher
City Administrator
537 Main Street
Seward, NE 68434

With a copy to: Kelly Hoffschneider
Hoffschneider Law, P.C., LLO
1120 K Street, Suite 200
Lincoln, NE 68508

16. **CONDEMNATION.** In the event Landlord received notification of any condemnation proceedings affecting the Property, Landlord shall provide notice of the proceeding to Tenant within forty-eight (48) hours of Landlord's notification. If a condemning authority takes all of the Property, or a portion of the Property sufficient, in Tenant's sole determination, to render the Property unsuitable for Tenant, this Agreement will terminate as of the date title to the Property vests in the condemning authority. In the event, the Tenant's obligation hereunder shall terminate along with this Agreement.
17. **CASUALTY.** The Parties shall provide notice to each other of any casualty affecting the Property of which a Party becomes aware, within forty-eight (48) hours of the casualty. If any part of the Property is damaged by fire or other casualty so as to render the Property unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof.
18. **TAXES.** Landlord will be responsible for payment of all taxes levied upon the lands, improvements and other property of Landlord.
19. **SALE OF PROPERTY.** If Landlord, at any time during the Term, decides to sell to a purchaser other than Tenant, or to subdivide or rezone any of the Property, or all or any part of the Property, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning will be subject to this Agreement and Tenant's rights hereunder. The provisions of this Section 19 will in no way limit or impair the obligations of Landlord under section 8 above.
20. **MISCELLANEOUS.**
 - a) Amendment/Waiver. This Agreement cannot be amended, modified, or revised unless done in writing and signed by an authorized agent of Landlord and an authorized agent of Tenant. No provision of this Agreement may be waived except in a writing signed by both Parties.
 - b) Entire Agreement. This Agreement and the exhibits attached hereto, all being expressly made a part thereof, constitute the entire agreement of the Parties hereto

and supersede all prior offers, negations, and agreements with respect to the subject matter of this Agreement.

- c) Governing Law. This Agreement will be governed by the laws of the State of Nebraska, without regard to conflicts of laws.
- d) Interpretation. Unless otherwise specified herein, the following rules of construction and interpretation shall apply to this Agreement: (1) captions are for purposes of convenience and reference only and shall in no way define or limit the construction of the terms and conditions hereof; (2) use of the term “including” will be interpreted to mean “including but not limited to”; (3) whenever a Party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as the same may be duplicative, such consent shall not be unreasonably withheld, conditioned or delayed; (4) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement as if set forth in full herein; (5) use of the terms “termination” or “expiration” are interchangeable; (6) any reference to a default will take into consideration any applicable notice, grace and cure periods; and (7) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity of any term or provision of this Agreement, the ambiguity will not be resolved on the basis of which Party drafted the Agreement.
- e) Severability. If any term or condition of this Agreement is found to be unenforceable, the remaining terms and conditions will remain binding upon the Parties as though said unenforceable provisions were not contained herein.

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be duly executed and effective as of the date first written above.

CITY OF SEWARD, NEBRASKA, LANDLORD

By: _____
Josh Eickmeier, Mayor

BITTI AND SONS VENTORS, LLC, TENANT

By: _____
Vinny Bittinger, Manager

Attest:

City Clerk of Seward, Nebraska

6. Discussion and potential action upon quote from Concrete Designs, LLC for replacement of sidewalk brick with stamped colored concrete along the north side of Seward Street from 5th Street to 6th Street - City Administrator Butcher



SE Corner of
fast mart

Sidewalk breakdown-Seward Street-north side-500 block

Wake, Thomas H. III (Co-Trustee) and James Stephen Wake (Trustee), 548 Seward Street

Tear out and disposal of 59 SF of sidewalk and brick,
Replace with 5" stamped and colored concrete with thickened edge on curb. \$770.14

Vahl Properties LLC, 544 Seward Street

Tear out and disposal of 84.8 SF of sidewalk and brick,
Replace with 5" stamped and colored concrete with thickened edge on curb. \$1107.09

Mackie, Tamma and David, 534 Seward Street

Tear out and disposal of 42.4 SF of sidewalk and brick,
Replace with 5" stamped and colored concrete with thickened edge on curb. \$553.35

LMB Rentals LLC, 526 and 530 Seward Street

Tear out and disposal of 84.8 SF of sidewalk and brick,
Replace with 5" stamped and colored concrete with thickened edge on curb. \$1107.09

Hochstein Holdings LLC

Tear out and disposal of 42.4 SF of sidewalk and brick,
Replace with 5" stamped and colored concrete with thickened edge on curb. \$553.35

Hackbart, Corey, 518 Seward Street

Tear out and disposal of 42.4 SF of sidewalk and brick,
Replace with 5" stamped and colored concrete with thickened edge on curb. \$553.35

Koch, Chase and Alison, 514 Seward Street

Tear out and disposal of 42.4 SF of sidewalk and brick,
Replace with 5" stamped and colored concrete with thickened edge on curb. \$553.35

Mullally, Michael G, 510 Seward Street

Tear out and disposal of 42.4 SF of sidewalk and brick,
Replace with 5" stamped and colored concrete with thickened edge on curb. \$553.35

Bellwood Mennonite Church ETAL, 504 Seward Street

Tear out and disposal of 101.4 SF of sidewalk and brick,
Replace with 5" stamped and colored concrete with thickened edge on curb. \$1323.93

TOTAL \$7075.00

7. Resolution designating One Handicapped or Disable Parking Space on the South Side of Jackson Street, West of 6th Street (Highway 15) - City Administrator Butcher

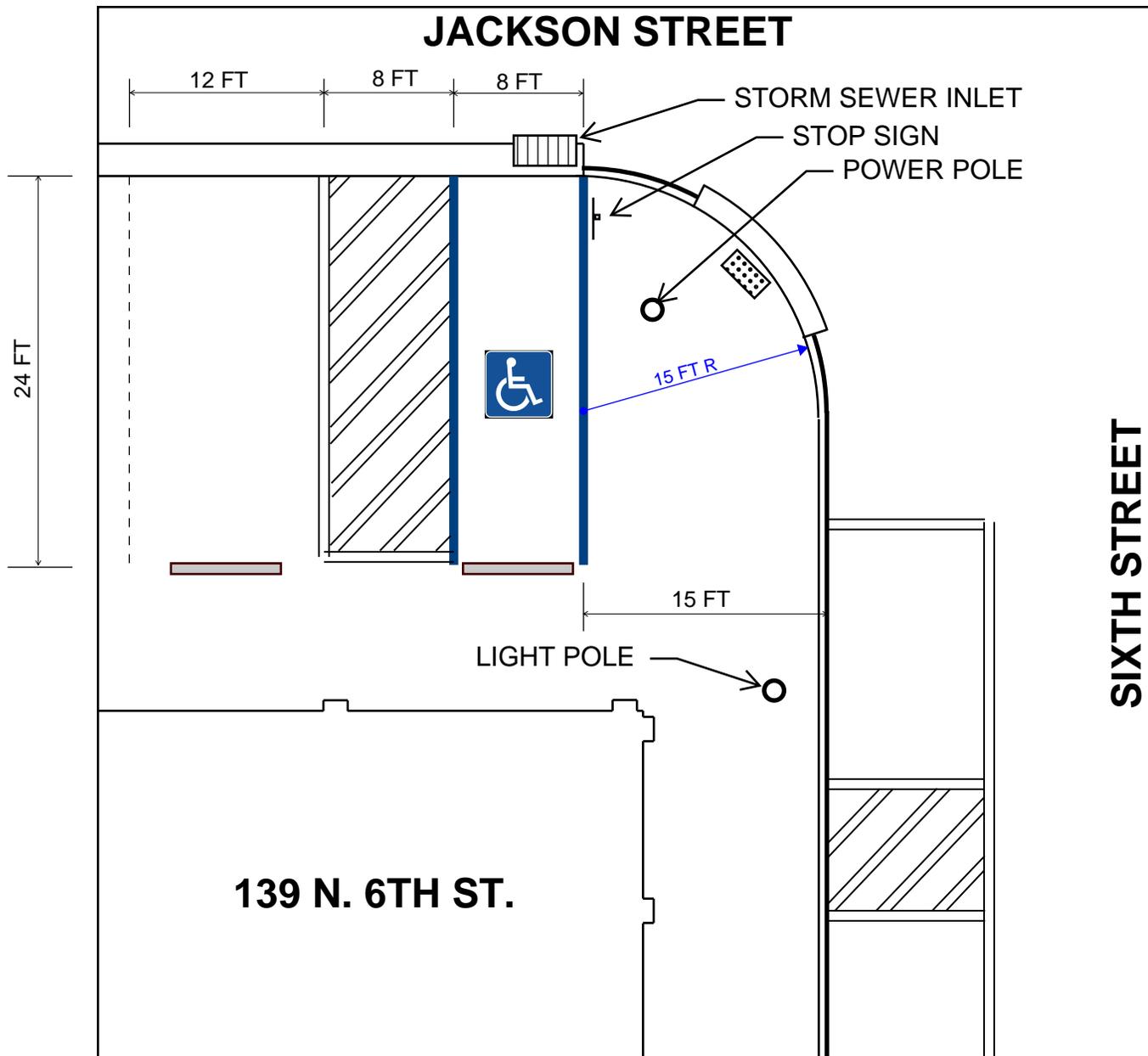


FIGURE 1. VAN ACCESSIBLE HANDICAPPED PARKING STALL ON THE SOUTHWEST CORNER OF THE INTERSECTION OF JACKSON ST. AND 6TH ST.



RESOLUTION NO. 2021-

WHEREAS, Section 5-429 and 5-429.01 of the City Code of the City of Seward, Nebraska provides that the City may designate parking spaces for the exclusive use of handicapped or disabled persons whose vehicles display the distinguishing license plate or permit issued to such individuals pursuant to Neb. Rev. Stat. Sections 60-3113 to 60-3,113.08, such other handicapped or disabled persons as certified by the Governing Body whose vehicles display such identification as determined by the Department of Motor Vehicles, and such other motor vehicles as certified by the Governing Body which display such identification, and

WHEREAS, it is necessary or desirable to designate parking spaces for the exclusive use of handicapped or disabled persons at the location hereinafter designated in the City of Seward, Nebraska:

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

1. No vehicle shall be parked or permitted to stand or stop, whether attended or unattended at any time at the following locations except those designated and used exclusively for handicapped or disabled persons:
 - a. One (1) straight parking space eight feet (8') in width, with an eight foot (8') walkway located on the south side of Jackson Street, beginning fourteen feet (14') west of the curb line of 6th Street (Highway 15), thence extending west, as depicted on the attached "Figure 1".

2. The above designated parking space shall be indicated by a sign which is in conformance with the most current edition of the Highway Administration Manual on Uniform Traffic Control Devices for streets and highways and such other appropriate lines and markings shall be placed at said locations as are authorized by the City Code of the City of Seward, Nebraska.

3. All previous resolutions in conflict with the resolution as they relate to the above described locations are hereby revoked.

Dated: _____ day of _____, 2021

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Julie Moody
Deputy City Clerk

8. Ordinance Amending the Seward Municipal Code Chapter 325 Sewers, Article 6 Sewer Use, Sub-Section 3 Grease, Oil and Sand Interceptors, to Adjust Requirements for Collection and Disposal of Grease - Building Inspections Director Tim Dworak

ORDINANCE NO. 2021-

AN ORDINANCE TO REPEAL AND REPLACE THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 325 SEWERS, ARTICLE 6 SEWER USE, SECTION 3 GREASE, OIL AND SAND INTERCEPTORS TO ADJUST REQUIREMENTS FOR GREASE, OIL AND SAND INTERCEPTORS; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT, TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

SECTION 1. That 325-6.3 be amended as follows:

§ 325-6.3 Grease, oil, and sand traps.

Grease, oil, and sand traps shall be provided when, in the opinion of the Water/Wastewater Director, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients. All traps shall be of a type and capacity approved by the Water/Wastewater Director and shall be located so as to be readily and easily accessible for cleaning and inspection.

§ 325-6.3.1 Finding and Purpose.

The City Council finds that sewage overflow released at inappropriate exit points releases contamination, creating public health risks and property damage. Cooking grease and oil from a heavy concentration of restaurants in a small area can enter the City's sewer system. The purpose of this chapter is to regulate the disposal of food service establishment cooking grease to prevent blockages in the City's sewer system caused by the collection of grease, thereby forcing raw sewage to escape through manhole covers, surface drainage systems or other inappropriate exit points by separating the grease from the sanitary water to dispose of it before it enters the sewer collection and treatment system.

§ 325-6.3.2 Definitions

- A. "Fats, oils and greases" means organic polar compounds derived from animal and/or plant sources, containing multiple carbon chain triglyceride molecules, detectable and measurable using analytical test procedures established in Section 136 of Title 40 of the Code of Federal Regulations, as amended, hereafter sometimes referred to as "grease" or "greases."
- B. "Grease trap" means a device hooked directly to the outgoing drains of sinks and dishwashers, inside the restaurant near the food preparation areas, intended for separating the grease from the wastewater before it enters the sewer collection and treatment system.
- C. "Food service establishment" means a facility engaged in preparing food for consumption by the public such as a restaurant, commercial kitchen, caterer, hotel, school, hospital, prison, correctional facility, or care institution, which prepares food by frying, baking, grilling, sauteing, broiling, rotisserie cooking, boiling, blanching, roasting, toasting, poaching, infrared heating, barbecuing, or any other method of food preparation that produces a hot, non-drinkable food product in or on a receptacle that requires washing.
- D. "Wastewater" means used or spent water from homes, communities, farms and businesses that contains enough harmful material to damage the water's quality. Wastewater includes both the domestic sewage and industrial waste from manufacturing sources.

§ 325-6.3.3 Public Nuisance

Any condition caused or permitted to exist in violation of the requirements of this chapter shall be deemed and is declared to be a public nuisance.

§ 325-6.3.4 Food Service Establishment Requirements

All food service establishments which discharge wastewater into the City's sewer collections and treatment shall implement the following requirements:

- A. Owners and employees of a food service establishment shall implement and be able to demonstrate compliance for handling fats, oil, and grease. The Water/Wastewater Director may request records of annual grease pickups by recycle companies, name of company, company's phone number, and records of collection dates and volume recovered.
- B. Containers used for storage of fats, oils, and grease shall be kept in leak-proof containers and shall be secured with close-fitting lid so as to minimize the creation of a nuisance conditions. The storage container shall be kept in a location on the premises so that there is no possibility of an accidental or deliberate spillage of the waste onto the public right-of-way. All stored fats, oils, and grease shall be removed for recycling as frequently as may be necessary to prevent the creation of a nuisance. Spillage of any fats, oils, and grease shall be removed and cleaned immediately. Containers must be free of garbage and trash.
- C. All new food service establishments shall be required to submit to Water/Wastewater Director plans outlining the manner in which they will comply with the grease trap requirements. All existing food service establishments which plan modifications in plumbing improvements, shall be required to include in the plan the manner in which they will comply with the grease trap requirements.

§ 325-6.3.5 Grease Trap Requirements

Grease traps shall conform with the following standards:

- A. Upon approval by Water/Wastewater Director, a grease trap complying with the provisions in this section, shall be installed in the waste line leading from sinks, drains, and other fixtures or equipment in food service establishments where grease may be introduced into the drainage or sewage system in quantities that could affect line stoppage or hinder sewage treatment or private sewage disposal.
- B. Grease trap sizing and installations shall conform to the requirements in the International Plumbing Code.
- C. Grease traps shall be maintained in efficient operating condition by periodic removal of the accumulated grease. No such collected grease shall be introduced into any drainage piping, or public or private sewer.
- D. The grease trap user shall maintain a written record of inspection, maintenance, and removal of accumulated grease for three (3) years. All such records shall be made available for on-site inspection by enforcement officials during all business operating hours.
- E. No food waste disposal unit or dishwasher shall be connected to or discharge into any grease trap.

§ 325-6.3.6 Enforcement Officials

The provisions of this chapter shall be jointly enforced by the Water/Wastewater Director. They or their authorized representatives are hereby authorized to make such inspections and take such actions, including lawful entry upon such premises, as may be required to enforce the provisions of this chapter.

§ 325-6.3.7 Violations and Penalty

Except as otherwise provided herein, any person who violates the prohibitions or provisions of this article shall be deemed guilty of a violation. The penalty for such violation shall be an amount not to exceed \$500 for any one offense, recoverable with costs, and in default of said payment the offender shall stand committed to the County Jail until such fine and costs are paid. Each period of 24 hours during or on which a violation occurs or continues shall be deemed a separate offense.

SECTION 2. REPEAL. All remaining ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. WHEN OPERATIVE; PUBLICATION IN PAMPHLET FORM. This ordinance shall be published in pamphlet form and shall be in full force from and after its passage, approval and publication or posting as required by law.

Dated this _____ day of _____, 2021

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST: _____
Julie Moody
Deputy City Clerk

9. Consideration of the Letter Agreement for Professional Engineering Services with Short Elliott Hendrickson Inc. for improvements to East Seward Street from current City Limit to Highway 34. - City Administrator Butcher

Agreement for Professional Services

This Agreement is effective as of April 26, 2021, between the City of Seward (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **East Seward Street Improvements – Remove existing surfacing and build concrete pavement from the current city limits to Highway 34 (approximately 2450') with storm sewer and roadway design. Project area is shown in Exhibit B.**

Client's Authorized Representative: Joshua Eickmeier, Mayor

Address: 537 Main Street, PO Box 38
Seward, Nebraska 68434

Telephone: 402.643.2928 **email:** Josh.eickmeyer@cityofsewardne.gov

Project Manager: Jake Vasa

Address: 13140 Lincoln Rd, Unit 101
Omaha, NE 68138

Telephone: 402.480.4096 **email:** jvasa@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Scope of Work:

Task 1: Conceptual Design

For this task, the Consultant shall:

- Conduct Pre-Design planning meeting with City of Seward staff to review potential concepts and future use-types to determine how future roadway connects with future development
- Develop Utility connections and potential routing analysis
- Provide one conceptual site layouts (hand-drawn) of property with use-type areas, drainage pattern, traffic pattern, and park areas
- Provide one final site conceptual layout (CAD-drawn) of property with schematic level of use-type areas, utility layout and connections, park areas, shared use path, turn lane, future intersection, and storm water management infrastructure

Task 2: Preliminary Design

For this task, the Consultant shall:

- Conduct Topographic survey of project area every 50' for a width of 100' and all utilities in the project area, and adjacent property pin information (JEO)
- Conduct Geotechnical Investigation to include (Terracon):
 - Perform eight (8) borings to a depth of 15 feet below existing grade.
 - Soil sampling will be performed with split-spoons at intervals not exceeding 5 feet.
 - Observe and record of groundwater levels during drilling and sampling.

- Laboratory testing will include visual classification, moisture content, dry density, pH, and strength tests as appropriate. Three (3) Atterberg limits tests will be performed on selected samples and a Standard Proctor, California Bearing Ratio (CBR), and Atterberg Limits test and organic content will be performed on a selected bulk sample.
- The geotechnical report will include boring logs describing the soils encountered, laboratory test results, and will provide earthwork placement and construction recommendations/considerations. Provide recommendations to render the site suitable for building roadway pavement recommendations.
- Conduct project kick-off meeting with City staff and review topographic survey and design parameters
- Develop roadway alignment
- Develop future intersection geometrics and future shared use path alignment
- Develop roadway typical section and location of sidewalks and trail
- Conduct on site plan in hand visit with City staff (30% design)
- Develop preliminary storm sewer design and utility adjustments
- Review soil borings information
- Submit 60% plans for review by City staff and to NDOT staff for permit review
- Provide Preliminary Opinion of Cost

Task 3: Final Design

For this task, the Consultant shall:

- Make revisions and incorporate comments from City staff from 60% plan review
- Finalize roadway alignment and typical sections
- Finalize sidewalk locations and any necessary appurtenances
- Finalize storm sewer design
- Incorporate soil boring information into the plans
- Submit Final Plans for City staff review, which shall include the following:
 - Title sheet
 - Notes sheet
 - Typical section sheet
 - Details sheets
 - Control sheet
 - Removals sheet
 - Construction Sheets
 - Utility Sheets
 - Roadway Geometrics & Grades
 - Roadway Plan & Profile sheets
 - Storm sewer Plan & Profile sheets
 - Roadway Cross-sections sheets
- Submit plans to NDOT for permit review and comments
- Provide project specifications and final construction documents
- Send plans to local utility companies for review and relocation coordination, as necessary
- Provide Final Opinion of Cost
- Prepare NPDES permit documentation and submit to NDEE
- Make final revisions and incorporate comments from City staff from Final Plans review

Task 4: Bidding

For this task, the Consultant shall:

- Send Project bid documents to multiple Contractors and solicit bids
- Send notice of letting to City staff for advertisement
- Answer questions from Contractors for bid preparation
- Attend bid letting
- Make Recommendation of Award to lowest responsible bidder
- Coordinate execution of contract documents

Assumptions:

The following assumptions were made in preparing this proposal:

- Roadway sections will be rural section with ditches and urban section with curb and gutter, and the limits of these sections will be determined during the preliminary design phase
- Water main improvements are not anticipated with these plans
- Sanitary sewer improvements are not anticipated with these plans
- Public involvement and notification of construction are not included

Not included:

- Construction Services
- Easement Exhibits
- Highway 34 Turn Lane design
- Lighting plan
- Traffic Study and/or Memo
- Public Outreach and/or Open House
- Bird Survey (Environmental Tree removal requirement)

Schedule:

Conceptual Design will be complete after 45 days after notice to proceed. Final Plans will be submitted for approval within 4 months of notice to proceed.

If there are delays in the Project beyond our control, Client agrees to grant additional time to complete the services.

Payment:

Payment for services will be a Lump Sum amount of \$73,750, including all expenses. A breakdown of these payments are summarized in the following table:

Payment Summary Table		Fee
Task 1	<i>Conceptual Design</i>	\$5,500
Task 2	<i>Preliminary Design</i>	\$41,200
	Sub-Task Geotechnical Investigation (Terracon): \$9,000	
	Sub-Task Topographic Survey (JEO): \$6,600	
Task 3	<i>Final Design</i>	\$23,000
Task 4	<i>Bidding</i>	\$4,050
	Total	\$73,750

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

c:\users\jvasa\documents\agreements-proposals\city of seward\letter agreement - east seward street.docx

Short Elliott Hendrickson Inc.

City of Seward

By:  _____
Title: Jake Vasa, PE
Project Manager

By: _____
Title: Mayor

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit A-2
to Agreement for Professional Services
Between City of Seward (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated April 26, 2021

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

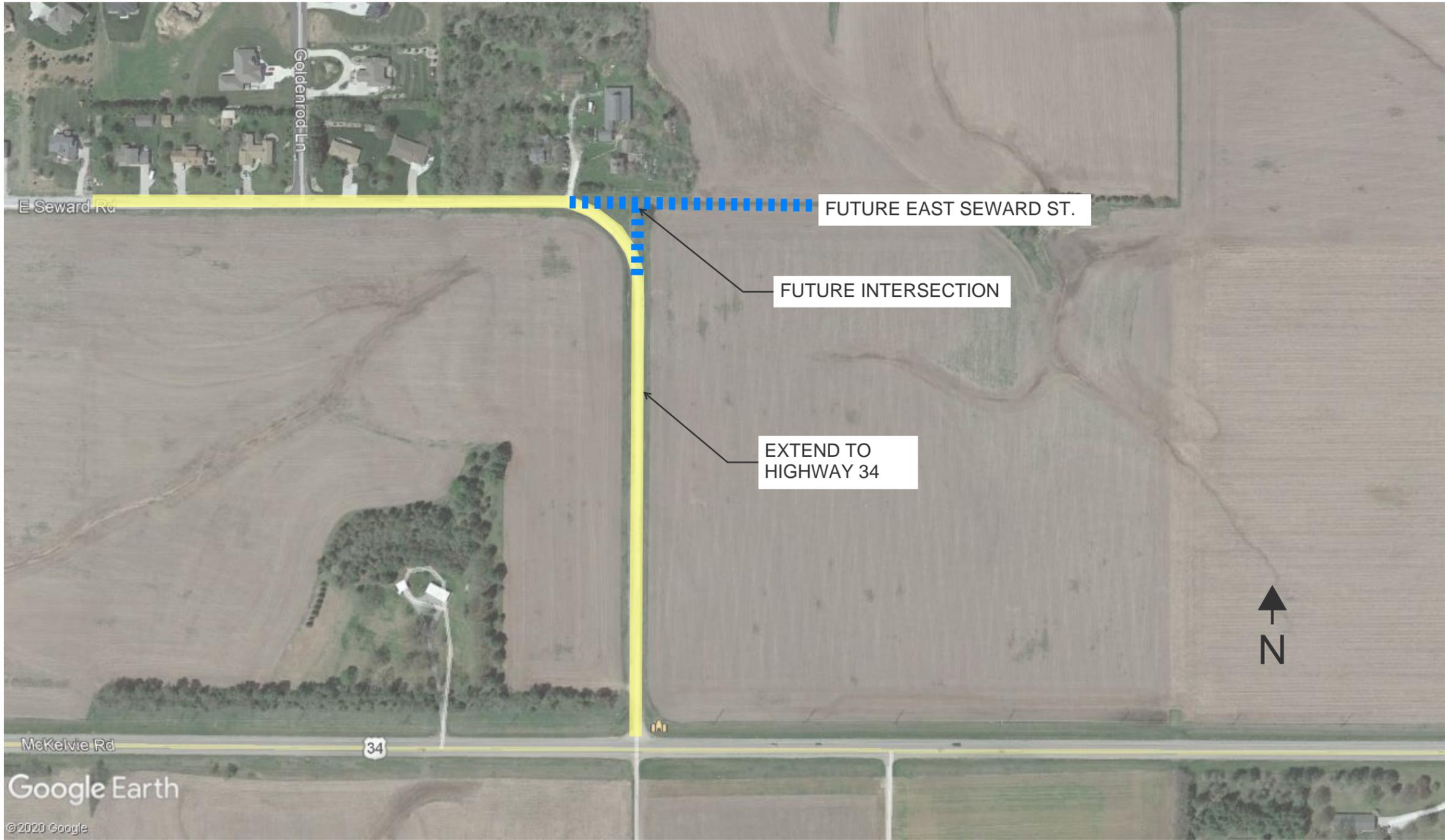
B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

EAST SEWARD STREET
EXHIBIT B
SEWARD, NEBRASKA



10. Well Permit Application for Doug Oberhauser, 360 Larkspur Ln- City Administrator
Butcher

**CITY OF SEWARD, NEBRASKA
APPLICATION FOR A WELL PERMIT**

Date: 4-14-2021 19

Permit No.: well #1-21

Applicant: Doug Oberhause

Legal description of property well is to be located on:

Address: 360 Larkspur Lane
Seward Ne 68434

Intended Use of Well Water: irrigation

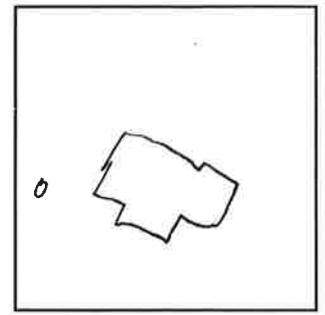
Proposed Depth of Well: 330'

Size and Type of Casing: 4" PVC

Pumping Equipment: submersible pump & motor

Well Driller's Name and Address: Wiese Waterworks LLC.
49544 Madison/Platte Rd Newman Grove Ne

SITE PLAN



By my signature, as affixed below, I/We hereby assure and/or understand: 68758

- 1) Any permits required by the State of Nebraska and the Upper Big Blue Natural Resource District be submitted prior to issuance of a permit by the City.
- 2) That the well driller shall contact the Water/Wastewater Superintendent at 643-3433, twenty-four (24) hours in advanced of drilling, for final approval of location:
- 3) That the well shall be installed in accordance with the rules and regulations of the state of Nebraska and updates as they become available.
- 4) a) No well shall be located within twenty-five feet (25') of any sewer line, private or public.
b) No well shall be located within fifty feet (50') of any septic tank.
c) No well shall be located within one hundred feet (100') of any disposal field.
d) No well shall be located within twenty-five feet (25') of any water line, private or public.
e) No well shall be located closer than five (5) feet to any property line.
f) No well shall be installed in any easement on the property.
- 5) Assurance that the property owner will install and maintain proper backflow prevention devices as prescribed in section 3-140 of the City of Seward Code, if required.
- 6) That all outside spigots connected to a private well shall have a sign attached, reading ("NOT SAFE FOR DRINKING")
- 7) No water from the private well shall be used for domestic purposes, but shall be used solely for lawn irrigation and garden irrigation or for water used in heating and cooling equipment. Disposal of water for heating or cooling shall be through reinjection back to the same level of aquifer, except that during the spring, summer and fall months such water used for heating or cooling may be used for irrigation of lawn or garden.
- 8) That water to be pumped from the private well, if approved, shall be used exclusively on the legally described property.
- 9) That a well log (drilling record) shall be completed as the well is being drilled, a copy of which will be filled with the Water/Wastewater superintendent.
- 10) That the Water/Wastewater Superintendent or his representative may inspect the well and all connections thereto anytime during construction and anytime thereafter.
- 11) No water from the private well shall be allowed to run off into a City Storm Water Sewer.
- 12) Every well driller, before doing business in the City, shall be registered with the City. Registration forms may be obtained from City Building Inspector.

5-14-2021
Date Approved

By [Signature]
Applicant's Signature
By [Signature]
Water/Wastewater Superintendent

Date Approved

By _____
Mayor

REPORTS

1. City Administrator's Report - City Administrator Butcher

CITY ADMINISTRATORS REPORT – 5/4/2021

- Unified Command Team Meetings with Four Corners Health (weekly).
- Community Covid Call conducted by Four Corners Health for Seward County.
- Monitoring a number of street projects, Karol Kay winding down, Waverly Road to restart at end of school year., Windstream and Northern Natural gas are moving lines.
- Covid-19 response to inquiries and issues.
- Worked with DTR Project close outs with SENDD.
- Working on finalizing grants for Petsource/Rail Campus – EOP – finalizing closing of Walker Road with NDOT.
- Reviewing legislative bills moving through the Nebraska Legislature for City interests.
- Met with representatives on the Seward Wellness Project to discuss items.
- Met with RESCO reps to discuss electric AMI contracts and implementation.
- Met with County Commissioner Zabrocki regarding East Seward Street (County portion) project.
- Second round of interviews for City Clerk with the Mayor.
- Met with Civic Center Staff on new job positions and restructuring.
- On boarded numerous summer part-time employees.
- Handled claims, and other clerk matters with assistance from staff.
- Attended Seward Elementary Strategic Planning Meeting.
- Old Town Square Closing (TIF)
- Updated extra-territorial jurisdiction (ETJ) discussion with staff.
- Reviewed with Staff East Seward Street Brick Inlay items and quotes.
- Attended Water Bond due diligence meeting with Nick Wolf and Paul Grieger.
- Attended Arbor Day Celebration.
- Discussed redistricting timelines and tasks with County Clerk Sherry Switzer.
- Met with local downtown business owner regarding parking and projects.
- Attended Active Shooter training with staff.
- Reviewed Tornado Tabletop Exercise from Emergency Manager and Chief of Police.
- Met with farm tenants for the 60 acre site south of town and discussed land application of solids.

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

Police Department

- Meeting with Morrow & Associates to develop Captain and Sergeant promotional tests.
- Department restructure and filling vacancies. Applications for Captain and Sergeant positions are due this week.

Water/Wastewater Department

- Start putting pool equipment back together.
- Outfall project is close to completion. Working on communion line repairs to pump house, run conduit to parshall flume, and install new water hydrant by UV building.
- Wash out final clarifier, fill and test new outfall lines for leaks.
- Start UV install and repairs.

Parks and Rec/Cemetery/Golf/Pool

- Pool interviews.
- Baseball tournament at the four plex Saturday, May 1st through Sunday, May 2nd.
- Mowing, spraying weeds and maintenance on equipment.

Electric Department

- Meet with engineers on Progressive Avenue Project.

- Directional boring at 2nd & Bradford.
- Spray substations.

Street Department

- Street sweeping.
- Work on pouring new concrete road on Eastridge Drive.
- Repair alley sidewalk between Blevens & Damman Law Office and Et-Cetera on 5th Street.

Library

- Preparing Story Walk inserts.
- Working on Library of Things.
- Succession planning for summer/fall staffing plans.

Building Inspection/Planning Department

- The alley that runs through the DQ parking lot will be tore up this week to repair a problem with the electrical conduit. It will be covered with rock once completed to reopen the drive-thru. Then concrete will be poured when the parking lot is being finished.
- Meeting with Greg to discuss the ETJ.
- GIS Meeting.
- Sara and I are wrapping up the Grease Ordinance this week.
- Inspections and plan reviews.

Engineering

- Complete RFQ, Facilities Plan Update and funding application for WWTP Upgrade.
- Due diligence and funding application to SKF Fund for the Water Tower.
- Spring seeding, landscaping, and driveway access for East Seward Avenue.
- Northern Natural Gas relocation, Windstream relocation and order additional lighting for Waverly Road.

Finance Dept.

- Update payroll for seasonal employees.
- Roll forward budget schedules.
- Prep for month end financials.

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

1. Strategy Session regarding real estate interest - City Administrator Butcher
- MOTION TO ADJOURN**

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

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

Derek Bargmann, City Clerk

Date