



CITY OF SEWARD
City Council
Regular Meeting

Agenda

Tuesday, July 20, 2021 7:00 PM

Council Chambers at the Municipal Building

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, July 20, 2021, in the Council Chambers, 142 7th Street, Seward, Nebraska which meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

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

ROLL CALL

MINUTES

1. Draft Minutes of July 6, 2021 - City Clerk Bargmann

CONSENT AGENDA

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

5. Annual Publication of Salaries in Accordance with Section 19-1102 of the Nebraska State Statute

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Consideration of Acquisition of Real Estate Commonly Referred to as 730 Jackson Street and Legally Described as Lot 9, Block 39, Cloyd's Addition, City of Seward from Scott and Sheila Pekarek - City Administrator Butcher
 - A. Consideration of a Resolution authorizing the Mayor to execute all documents related to acquisition of real estate
2. Public Hearing - 7:00 PM - Consideration of Acquisition of Real Estate Commonly Referred to as 740 Jackson Street and Legally Described as S 1/2 Lot 7 & 8, Block 39, Cloyd's Addition, City of Seward from Lance C. Korell and Tae'lor Purdy - City Administrator Butcher
 - A. Consideration of a Resolution authorizing the Mayor to execute all documents related to acquisition of real estate

ADMINISTRATIVE ITEMS

1. Acknowledge Receipt of Airport Authority Resolution Requesting Levy Authority for 2021-2022 Fiscal Year - City Administrator Butcher
2. Recommend Krystal Carter as Manager of Casey's General Store 2730, 2605 Progressive Road, Retail Class D Liquor License - City Administrator Butcher
3. Resolution Approving the updated One & Six Year Street Improvement Plan - City Administrator Butcher
4. Ordinance Directing the Conveyance of Real Property, Legally Described as Lots 8 & 9, Seward Rail Campus PUD First Addition, Corrected Plat located in the SE 1/4 of Sec. 29, T11N, R3E of the 6th P.M., Seward County, Nebraska to Malt Investments LLC (Tom Thalls) - City Administrator Butcher
5. Updated Job Description for Deputy Treasurer - City Administrator Butcher
6. Updated Job Description for Payroll Clerk - City Administrator Butcher
7. Ordinance Amending the Comprehensive Pay Plan Changing the Title for Deputy Treasurer, Payroll Clerk, and Police Captain - City Administrator Butcher
8. Discussion on Sidewalk Survey and Downtown Sidewalks - Building/Zoning & Code Enforcement Director Dworak
9. Consideration of an Updated Code of Conduct for the Seward Community Golf Course - City Administrator Butcher

REPORTS

1. City Administrator's Report - City Administrator Butcher

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR

ADMINISTRATIVE ACTION

ANNOUNCEMENT OF UPCOMING EVENTS

STRATEGY SESSION

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

MOTION TO ADJOURN

I, Derek Bargmann, the duly appointed qualified and acting City Clerk of the City of

Seward, Nebraska, hereby certify:

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

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

Derek Bargmann
City Clerk

Date

July 6, 2021

The Seward City Council met at 7:00 p.m. on Tuesday, July 6, 2021, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Alyssa Hendrix, Sid Kamprath, Jessica Kolterman, Karl Miller, Chris Schmit, Jonathon Wilken. Councilmembers Absent: Ellen Beck, John Singleton. Other officials present: City Administrator Greg Butcher, City Attorney Tim Kubert, City Engineer Mike Oneby, Street Superintendent Bob Miers, Building/Zoning and Code Enforcement Director Tim Dworak, and Chief of Police Brian Peters.

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, Municipal Building, Seward County Courthouse, CityofSewardNE.com, 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.

APPROVAL OF MINUTES OF JUNE 15, 2021 COUNCIL MEETING

Councilmember Schmit moved, seconded by Councilmember Kolterman, that the minutes of the June 15, 2021 City Council meeting be approved.

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

Nay: None

Absent: Beck, Singleton. Motion carried.

CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Reports

CLAIMS LIST

7-6-21

COUNCIL MEETING

July 6, 2021

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

3801 Harney LLC	MC		4,800.00
Akrs Equipment	OI		606.57
All Road Barricades Inc	MA		842.36
All Makes Office-Omaha	SU		1,534.78
Altec Industries Inc	RE		617.50
Aqua-Chem Inc	MA		3,068.54
ARPS	CI		8,039.50
Black Hills Energy	UT		3,538.87
Blue Cross Blue Shield Ne	BE		50,486.71
Blue River Electric Llc	BU		2,079.05
Blue To Gold Law Enforce	TG		159.00
Bluestem Network Llc	IT		100.00
Bode Adam	OP		90.00
Border States Industries	IV		51.36
Brandl John	OP		90.00
Brown Zach	SE		70.00
Callaway Golf	MH		232.98
Campbell Cleaning	SE		350.00
Capital Business-Cheyenne	IT		1,600.00
Capital Business-Dallas	MA		360.00
Carroll Construction Supp	CI		2,600.00
Cash-Wa Distributing Co	ML		93.00
Central States Hydraulic	RE		1,562.27
Cerny Dan	OP		90.00
Chase Card Service			11,215.12
Air Care	SU	899.25	
Amazon	SU	493.73	
American Red Cross	SE	965.00	
Ariat	UN	278.09	
AWWA	MS	210.00	
Constant Contact	SE	20.00	
Direct Sports Inc	SU	168.84	
DLT Solutions	SE	1232.55	
Dragon Palace	ML	146.59	
DXE Medical	SE	325.28	
Elifeguard	SU	174.84	
Epic Sports	SU	383.61	
EventGroove	SE	239.97	
FastMart	SE	10.00	
Greenkeeper	MS	600.00	
The Lifeguard Store	SU	248.05	
Lou and Mary Anne's	ML	192.50	
Microsoft	SE	123.60	
Nebraskaland Tire	SE	341.42	
Office Depot	SU	1016.41	
Orscheln	SU	9.99	
PGA	MS	536.00	
Runza	ML	110.50	
Sam's Club	SU	100.06	
Scheels	SU	513.54	

July 6, 2021

ToolUp	TO	34.51	
US Postal Service	PO	30.20	
Valentino's	ML	105.56	
Walmart	SU	692.70	
Windstream	SE	336.58	
WPSG Inc	UN	163.17	
Zoom	SE	512.58	
Chelewski Kent	OP		90.00
City Glass Co	BU		848.20
City Seward Buildings/Gr	OP		3,000.00
City Seward Electric Fund	UT		49,119.46
City Seward Library Petty	PO		146.54
City Seward Payroll Accou	SA		366,579.14
Constellation Newenergy	UT		788.37
Core Robert	OP		90.00
Davis Dean	SE		300.00
Dell Marketing L.P.	SU		2,117.99
Dworak Tim	OP		90.00
Eakes Office Solutions	SU		85.96
Farmers Coop Seward	GS		6,669.27
Fastenal Company	SU		1,666.18
Fisher Zachary G	OP		90.00
Fitzke Roger	MC		75.00
Fontes Taylor	SE		290.00
Fontes Tony	SE		150.00
Foreup Golf Software	SE		455.00
G & P Development Landfil	GU		101.44
Galls LLC	UN		296.83
General Fire & Safety Equ	BU		3,190.24
Gerhold Concrete Co Inc	CI		1,520.06
Great Plains Communicatio	SE		490.00
H & S Plumbing Heating &	BU		351.40
Hans Jared	OP		90.00
Hansen Dan	OP		90.00
Harmoney Caiti	MC		40.00
Hauder Alex	OP		60.00
Hawkins Inc	MA		2,665.12
Helmlink Printing/Grph Inc	SU		216.00
Herald Cody	OP		90.00
Heyen'S Service & Custom	RE		166.25
Hireright LLC	SE		201.24
Hobson Automotive & Tire	RE		363.89
Hoffschneider Law PC LLO	SE		4,500.00
Hornung'S Golf Products I	MH		98.99
Hydraulic Equipment Servi	RE		49.03
Innerduct.Com	IV		1,623.00
J E O Consulting Group In	SE		1,432.00
Jaco Analytical Lab Inc	SU		1,388.87
Jacobsen Rock & Gravel	GU		1,102.32
Janicek Gary M	OP		90.00
Janousek Lathan	SE		80.00
Johnson Bros Of Nebraska	SU		707.00
Jones Bank	FA		8,157.52
K & Z Distributing	SU		579.40
Kahler Daniel S	OP		90.00
Kiger Mckenzie	TG		150.00
Klenke Danielle/Nathan	SE		40.00
Kocian Tyler	OP		90.00

July 6, 2021

Konica Minolta Business S	SE	18.28
Larson Shelbi	SE	220.00
Last Mile Network Consult	SE	165.30
League Ne Mun-Utilities	TG	3,990.00
Lee's Refrigeration	RE	961.75
Lintt Mark	OP	90.00
Mailand's Clothing	UN	139.00
Mebulbs	BU	751.33
Memorial Health-Drug	SE	210.00
Menards North	GU	270.68
Mid-American Benefits Inc	BE	80.93
Midwest Auto Parts	SU	198.51
Midwest Service & Sales	RE	125.00
Midwest Turf & Irrigation	RE	784.84
Miers Robert M	OP	90.00
Milford Plumbing Inc	BU	854.10
Naber's Locksmith Service	BU	252.50
Nebraska D A S Acct Ocio	SE	231.00
Nebraska Equipment Inc	SU	219.95
Nebraska Generator	RE	3,577.37
Nebraska Golf & Turf	RE	120.78
Nebraska Golf Association	MS	528.00
Nebraska Notary Associati	MS	102.18
Nebraska Pub Pow - Des	UT	394,385.55
Nebraska Water Resources	MS	105.00
Niemann's Port-a-Pot LLC	SE	300.00
Nifco Mechanical Systems	SE	150.00
Norris Public Power Distr	UT	935.36
Northern Safety Co Inc	SU	63.60
Oborny Tanner	OP	90.00
Odeys Inc	SU	184.00
O'Kief John F	OP	90.00
Olsson	CI	6,415.05
One Source Background Che	SE	19.00
Oneby Michael	OP	90.00
O'Reilly Automotive Inc	RE	130.81
Orscheln Farm & Home	SU	1,090.86
Pavers Inc	CI	4,706.00
Pedersen Brent	OP	90.00
Piitz Lonnie	SE	160.00
Policky Brandon A	OP	90.00
Pollak Douglas W	OP	90.00
Premier-Midwest	SU	71.00
Principal Financial Group	BE	2,261.01
Quality Brands Of Lincoln	SU	1,894.84
Quill Corp	SU	4,205.54
Rathjen Shad	OP	90.00
Reams Sprinkler Supply	GU	241.93
Richtig Tim L	OP	90.00
Sam'S Club (Lib-Rec-Pool)	ML	249.75
Schemmer Architects Engin	CI	2,680.00
Seward County Chamber & D	MC	2,160.00
Seward County Clerk/Reg D	SE	95.75
Seward County Independent	PU	1,501.47
Seward Electronics	GU	16.20
Seward Fourth Of July Com	EX	2,000.00
Seward Lumber & Home Cent	SU	433.35
Short Elliott Hendrickson	SE	980.00

July 6, 2021

Siteone Landscape Supply	GU	359.71
Small Engine Specialists	SU	549.99
Spickelmier & Son Inc	MA	7,562.00
Sports Express	MH	341.70
St P J Supply Inc	TO	87.50
State Distributing Co	SU	581.85
Subsurface Solutions	TO	755.74
Taylor Carl	SE	80.00
The Sprinkler Guy	SE	932.35
Time Warner Cable	IT	763.18
Tomasevicz Curtis	SE	440.00
Total Tool Supply Inc	TO	14.95
Ty'S Outdoor Power & Serv	RE	146.40
U S A Bluebook - Cust 812	RE	1,387.01
Van Kirk Bros Contracting	CI	15,564.00
Verizon Wireless	SE	394.94
Watson Wendell B	OP	90.00
Williams James R	RI	225.00
Windstream Nebraska Inc	SE	129.89
York County Emergency M	SE	6.40
York Equipment	OI	658.91
Zimco Supply Co	GU	2,444.40
	CLAIMS TOTAL	\$1,032,692.81

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

Nay: None

Absent: Beck, Singleton. Motion carried.

PUBLIC HEARINGS

1. PUBLIC HEARING - 7:00 PM - PUBLIC HEARING CONCERNING THE REVISION OF THE ONE & SIX YEAR STREET IMPROVEMENT PLAN

City Administrator Butcher stated that this item is brought forth as a precursor to the budgetary process, especially those projects included in the one-year street improvement plan. The Planning & Zoning Commission reviewed the plan in June and approved unanimously.

City Engineer Oneby provided an explanation of the list presented to Council. The first ten items in the one-year street improvement plan were items previously included—item eleven is newly added to the plan. Projects #1 and #2 in the plan are underway currently. Projects #3-11 will have engineering work during this fiscal year and some may begin construction. Regarding the six-year plan, Oneby stated these were reordered in a way to fit the current budgetary schedule.

Councilmember Singleton arrived at 7:07 PM.

Councilmember Kamprath inquired about item #10 (Shared Use Path, aka Hiker/Biker Trail, from South Columbia to Waverly Road and Karol Kay) from the one-year street improvement plan, and the current schedule of completion. City Engineer Oneby responded the engineering is set to complete in the next fiscal year, but construction is scheduled for completion in 2025. City Administrator Butcher added that the final design change order has been submitted for federal review. Once approved at the federal level, it will be discussed in more detail at a future Council meeting.

July 6, 2021

Councilmember Hendrix queried about the timeline of improvements from Lincoln Avenue from Highway 15 (6th Street) to 10th Street. City Engineer Oneby indicated these were included in the long-range plan, so there is not a current construction date.

Councilmember Singleton asked about the current timeline of item #5 (Lindell Avenue from Jackson Avenue to East Seward Street & Jackson Avenue from Lindell Avenue to 127' east of Lindell Avenue) of the six-year plan because he feels it is an important project to complete in short order. City Administrator Butcher believes the next course of action on that item would be a meeting with the stakeholders of the neighborhood to determine priorities and goals of the project. Singleton requested some temporary improvements to the road until the long-term plans are decided.

Councilmember Miller inquired about item #12 (Bluff Road Bridge at Plum Creek - bridge reconstruction) of the six-year plan and the current status of the project. City Administrator Butcher mentioned the timeline is tied to the release of details on the infrastructure bill, which could serve as a possible funding source. Currently the bridge is closed for resurfacing the week of July 5th for temporary improvement to road conditions. Butcher continued that updated plans may be required before construction begins on the bridge.

Councilmember Schmit mentioned an item not included on the list, replacement of brick surfaces around the courthouse and in residential areas around the City. City Engineer Oneby recognized that most of these surfaces are reaching the end of their useful lives but pointed out the higher construction costs for brick replacement. Oneby continued in stating that it will be up to the Council in the coming years to determine which streets should be reconstructed as brick and which ones will be resurfaced with other materials. Councilmember Singleton suggested future stakeholder feedback as this is a passionate issue with many persons in the City.

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

City Administrator Butcher followed up on the E Seward Street discussion by stating the City is working on an interlocal agreement with Seward County. Darrell Zabrocki, Seward County Commissioner, provided an update on the County-owned portion of E Seward Street—the County is planning to patch the road with grindings from the Waverly Road construction.

Councilmember Singleton moved, seconded by Councilmember Schmit, to accept the revised one- and six-year street improvement plan.

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

Nay: None

Absent: Beck. Motion carried.

2. PUBLIC HEARING - 7:00 PM - AMENDMENT TO THE CITY OF SEWARD LAND DEVELOPMENT ORDINANCE (ULDO); CHAPTER 410, ARTICLE 31.6, VEHICLE STORAGE

Code Enforcement Director Dworak provided the background on this item, the change updates the use matrix to match the ordinance from 2019.

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

July 6, 2021

Councilmember Kolterman moved, seconded by Councilmember Kamprath, 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. 2021-15**, "AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ATTACHMENT 1; TO REMOVE "VEHICLE STORAGE SHORT TERM" AS A LISTED USE UPON THE USE MATRIX; TO AMEND "VEHICLE STORAGE" AS A LISTED USE UPON THE USE MATRIX; 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."

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

ADMINISTRATIVE ITEMS

1. PERMISSION FOR THE SEWARD COUNTY AG SOCIETY TO UTILIZE CENTENNIAL PARK FROM AUG 4TH - 9TH FOR THE SEWARD COUNTY FAIR (CARNIVAL CAMPING)

Councilmember Singleton moved, seconded by Councilmember Kolterman, to allow carnival camping at Centennial Park from Aug 4th - 9th.

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

2. AUTHORIZATION FOR MAYOR TO SIGN ALL DOCUMENTS RELATED TO THE CITY OF SEWARD'S RECEIPT OF FUNDS FROM THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA), TOTALING \$638,572 (FIRST INSTALLMENT)

City Administrator Butcher described the ARPA Act, and what items these monies could cover—most likely it will fund an infrastructure project for the City. County Commissioner Zabrocki mentioned the County is looking to release a survey for use of the ARPA funds.

Councilmember Kolterman moved, seconded by Councilmember Kamprath, to authorize the Mayor to sign all ARPA documents on behalf of the City of Seward to receive funding.

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

3. ACKNOWLEDGE RECEIPT OF CLAIM FROM ST. JOHN LUTHERAN - CHILD DEVELOPMENT CENTER - 1053 N COLUMBIA AVE, SEWARD, FOR PROPERTY DAMAGE IN THE AMOUNT OF \$7,827.12 AND FORWARD TO THE CITY ATTORNEY AND CITY'S INSURANCE CARRIER

Councilmember Singleton moved, seconded by Councilmember Kolterman, to forward St. John Lutheran's claim to the City's insurance carrier and City Attorney.

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

4. UPDATED JOB DESCRIPTION FOR POLICE OFFICER I

July 6, 2021

Councilmember Kolterman moved, seconded by Councilmember Singleton, to approve the updated job description.

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

5. RESOLUTION ADDING STOP SIGNS AT 1ST STREET AND JACKSON STREET; AND 2ND STREET AND JACKSON STREET

City Administrator Butcher stated the current stop signs at 1st Street and Jackson Street were temporary, so upon recommendation of the Traffic Committee the placements would be permanent. It was also noticed that the 2nd Street and Jackson Street should also be a stop sign for uniformity and traffic flow; therefore, this intersection was also included in the resolution. Councilmember Hendrix mentioned 1st Street and Bradford Street as another area to review.

Councilmember Schmit introduced the following resolution:

RESOLUTION NO. 2021-10

WHEREAS, Section 382-2.28 of the City Code of the City of Seward, Nebraska provides that the City may, by Resolution, designate and place stop signs, or other signs, signals, standards or mechanical devices in any street or alley under the Municipality's jurisdiction for the purpose of regulating traffic thereon and

WHEREAS, it is deemed necessary to place the following signs on the street 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:

A. A "STOP" sign shall be installed at the southwest corner of the intersection of 1st Street and Jackson Street, directing eastbound vehicular traffic on Jackson Street to stop before entering the intersection with 1st Street.

B. A "STOP" sign shall be installed at the northeast corner of the intersection of 1st Street and Jackson Street, directing westbound vehicular traffic on Jackson Street to stop before entering the intersection with 1st Street.

C. A "STOP" sign shall be installed at the southwest corner of the intersection of 2nd Street and Jackson Street, directing eastbound vehicular traffic on Jackson Street to stop before entering the intersection with 2nd Street.

D. A "STOP" sign shall be installed at the northeast corner of the intersection of 2nd Street and Jackson Street, directing westbound vehicular traffic on Jackson Street to stop before entering the intersection with 2nd Street.

E. Appropriate "STOP" signs shall be erected, maintained and enforced directing the traffic on such streets accordingly.

The Mayor declared the resolution adopted.

July 6, 2021

Dated: July 6, 2021

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

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

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

Nay: None

Absent: Beck. Motion carried.

6. RESOLUTION DESIGNATING TWO COMPACT PARKING SPACES ON THE NORTH SIDE OF SEWARD STREET, EAST OF 5TH STREET

Councilmember Singleton introduced the following resolution:

RESOLUTION NO. 2021-11

WHEREAS, Section 382-4.4 of the City Code of the City of Seward, Nebraska provides that the City may, by Resolution, set aside any street, alley, public way, or portion thereof where the parking of a particular kind or class of vehicle shall be prohibited, or where the parking of any vehicle shall be prohibited and

WHEREAS, it is necessary or desirable to restrict the parking of vehicles at certain places on certain streets 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. The parking of motor vehicles will be limited to "Compact Vehicles Only" and no vehicle prohibited from parking thereon shall stand or be parked adjacent to the curb of said street, alley, public way, or portion thereof longer than a period of time necessary to load and unload freight or passengers at the following designated location:

a. Beginning at the west curb line of 5th Street at the northeast corner of the intersection of said 5th and Seward Streets, thence east fifty-eight (58) feet and consisting of two (2) diagonal off-street parking spaces on the north side of said Seward Street, as depicted on the attached "Figure 1".

2. The above designated parking spaces 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.

July 6, 2021

3. All previous resolutions in conflict with the resolution as they relate to the above described locations are hereby revoked.

Dated: 6th day of July, 2021

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

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

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

7. COMPILATION ENGAGMENT LETTER WITH AMGL FOR THE PREPARATION OF THE BUDGET IN THE FORM PERSCRIBED BY THE STATE OF NEBRASKA BUDGET ACT FOR FISCAL YEAR 2021-2022

Councilmember Kamprath moved, seconded by Councilmember Kolterman, to sign the engagement letter with AMGL for Fiscal Year 2021-2022 budget preparation.

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

8. AWARD BID FOR THE 12.47 KV UNDERGROUND LINE REPLACEMENT, PROGRESSIVE ROAD PROJECT, TO VALLEY CONSTRUCTION IN THE AMOUNT OF \$401,411.44

Councilmember Singleton moved, seconded by Councilmember Schmit, to award the bid to Valley Construction for \$401,411.44.

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

9. NOTICE OF RESIGNATION OF COUNCILMEMBER CHRIS SCHMIT FROM THE SEWARD CITY COUNCIL AND NOTICE OF VACANCY IN WARD 2

Mayor Eickmeier thanked Councilmember Schmit for his 8+ years of service to the City of Seward and presented him with a plaque.

ELECTION OF A NEW COUNCIL PRESIDENT

With the resignation of Councilmember Schmit, a vacancy in the Office of Council President existed; therefore, nominations were taken to fill the Office through reorganization in the first meeting of December 2021.

July 6, 2021

Councilmember Wilken nominated Councilmember Miller for the Office of Council President.

Councilmember Singleton nominated Councilmember Hendrix for the Office of Council President.

City Clerk Bargmann distributed a secret ballot to the present six Council members, with the request to vote for either Councilmember Hendrix or Councilmember Miller. Upon tabulation, Councilmember Miller received four votes and Councilmember Hendrix received two votes. Councilmember Miller will now occupy the role of Council President.

REPORTS

1. CITY ADMINISTRATOR'S REPORT

Councilmember Kolterman moved, seconded by Councilmember Singleton, that City Administrator Butcher's report of July 6, 2021 be accepted.

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

Nay: None

Absent: Beck. Motion carried.

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

Signage on 1st Street and Bradford Street

ANNOUNCEMENT OF UPCOMING EVENTS

July 7th - Job Fair at Civic Center

July 22nd - Business Anniversaries Luncheon

July 29th - Housing Summit at Dunklau Center

August 4-8th - Seward County Fair

STRATEGY SESSION

1. STRATEGY SESSION WITH CITY ATTORNEY TO PROVIDE NEGOTIATION GUIDANCE FOR CONSTRUCTION OF A NEW WATER TOWER

There was consensus that a strategy session need not be held.

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Wilken, that the July 6, 2021 City Council Meeting be adjourned. Adjourned approximately 8:15 p.m.

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

Nay: None

Absent: Beck. Motion carried.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

July 6, 2021

Derek Bargmann
City Clerk

CLAIMS LIST

7-20-21

COUNCIL MEETING

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

Advanced Fire & Safety	BU	2,580.98
Afton Pumps Inc	EQ	96,245.00
Akrs Equipment	RE	194.25
Amazon.Com Credit Service	SU	1,356.46
APMS Inc	CI	12,219.00
Aqua-Chem Inc	MA	4,324.05
Awards Unlimited Inc	MC	50.50
Badger Meter	MS	1,340.89
Baker & Taylor	SU	3,604.01
Bishop Michael	OP	90.00
Bizco Technologies	SE	6,228.67
Black Hills Energy	UT	779.31
Blades Group	CI	992.00
Boldt Ben/Angie	MC	60.00
Border States Industries	IV	6,545.66
Brunckhorst Kent	OP	90.00
Callaway Golf	MH	468.98
Campbell Cleaning	SE	2,000.00
Capital Business-Cheyenne	SE	47.16
Cihal Alan F	OP	90.00
City Seward Library Petty	PO	54.07
City Seward Merchant Serv	SE	2,560.58
City Seward Payroll Accou	SA	182,354.13
City Seward Perpetual Fd	SL	5,400.00
Cross & Sons Inc	BU	276.88
Davis Dean	SE	150.00
E M C Insurance Companies	BE	1,071.10
Ehlers Electronics	BU	200.00
Elkins Lisa	RI	38.54
Engineered Controls	BU	539.81
Exchange Bank	FA	3,300.00
Faller Landscape	GU	38.70
Farmers Coop Seward	GS	6,053.47
Fast Mart	GS	270.99
Fastenal Company	SU	170.97
Foley Nathan	SE	150.00
Foreup Golf Software	MS	455.00
Galls Llc	UN	942.12
General Code	PU	3,107.89
General Fire & Safety Equ	SE	365.80
Gerhold Concrete Co Inc	CI	304.00
Gh Lawn & Tree Service	SE	1,000.00
Gleason Logan	OP	90.00
H & S Plumbing Heating &	BU	3,602.14
Hach Company	MA	397.39
Hamilton Equipment Compan	RE	472.27
Helmink Printing/Grph Inc	SU	81.00

Hochstein Jared	OP	90.00
Home Depot Pro	SU	5.60
Hornung's Golf Products	MH	331.89
Howe Jakob D	MC	60.00
Husker Electric Supply Co	IV	886.54
J E O Consulting Group In	SE	2,183.75
Jackson Services Inc	SU	89.25
Jindra Irrigation Llc	SE	148.46
Johnson Controls Inc	SE	3,781.30
K & Z Distributing	SU	546.10
Kalmbrunn Rhonda/Dennis	RE	30.97
Konica Minolta Business S	SE	9.53
Lee's Refrigeration	BU	7,396.00
Levander's Body Shop	RE	460.00
Liermann's Service	RE	259.85
Lincoln Journal-Star	MS	592.99
Memorial Health-Drug	SE	70.00
Merchant Job Training & S	TG	550.00
Mid-American Benefits Inc	BE	577.81
Midwest Auto Parts	SU	966.34
Midwest Laboratories Inc	MA	738.92
Monkey Wrench Cycles	SE	339.00
Motion Picture Licensing	MS	133.01
Municipal Supply Omaha	SU	234.30
Ne Environment & Energy	MS	150.00
Nebraska D A S Acct Ocio	SE	231.00
Nebraska Equipment Inc	RE	1,564.15
Nebraska Health Environme	MA	108.00
Nebraska Library Commissi	MS	665.00
Nebraska Nursery & Landsc	TG	50.00
Nebraska Power Review Boa	MS	1,294.59
Nebraska Pub Pow-Desmoine	UT	576.00
Niemann's Port-A-Pot LLC	SE	1,165.00
Norris Public Power Distr	UT	367.57
O C L C Inc	MS	2,549.59
Olsson	SE	20,752.08
One Call Concepts Inc	SE	105.76
One Source Background Che	SE	29.00
O'Reilly Automotive Inc	SU	265.14
Orscheln Farm & Home	SU	436.10
Pac 'N' Save Discount Foo	SU	2,187.43
Paper Tiger Shredding	SE	30.00
Pecka Brook	OP	90.00
Plunkett's Pest Control	BU	311.37
Pollak Jamie	MC	70.00
Quality Brands Of Lincoln	SU	1,813.65
Quill Corp	SU	1,246.70
Rose Equipment Inc	RE	1,456.26
Ruether Larry L	OP	90.00
Rumery Lawn & Landscape	GU	95.51
Sam's Club (Lib-Rec-Pool)	SU	311.46
Seth Varner/Visit531Ne	SU	29.99
Seward County Chamber & D	MC	913.03
Seward County Clerk/Reg D	SE	162.00
Seward County Independent	PU	1,020.21
Seward County Treasurer	SE	19,217.17
Seward Kiwanis Club	SU	30.00
Seward Lumber & Home Cent	SU	449.14
Seward Public Schools	MC	40.31
Seward Wind Llc	UT	25,027.95

Short Elliott Hendrickson	SE		1,457.57
Shoup Shawn/Amy	MC		60.00
Siteone Landscape Supply	GU		283.33
Spickelmier & Son Inc	SU		4,950.00
St Louis Michelle	OP		90.00
State Distributing Co	SU		540.60
Stutzman Digging/Excavate	GU		2,512.50
Subsurface Solutions	RE		522.48
Todd Valley Farms Inc	GU		2,517.98
Trimax Mowing Systems	RE		105.61
U S A Bluebook - Cust 812	MA		589.00
U S Cellular	SE		260.44
U S Postal Service	MS		150.00
Verizon Wireless	SU		1,001.20
Visa - Pinnacle Bank	SU		1,128.90
Bluestem	SU	249.97	
Demco	SE	115.00	
Genesis Graphics	SE	178.40	
Harlequin	SU	51.99	
Oh So	RI	60.69	
Runza	RI	4.14	
Sam's Club	SU	303.16	
Walmart	SU	149.52	
Zoom	MS	16.03	
Wagenknecht Jason	MC		60.00
Wesco Distribution Inc	SU		1,603.88
White Cap	SU		3,967.35
Windstream Nebraska Inc	SE		2,015.74
York Equipment	RE		96.31
Zegers Ethan	SE		80.00
	CLAIMS TOTAL		\$482,129.43

TREASURER'S REPORT		MONTH OF: JUNE 2021					
VARIANCE AT: 75.00%							
	REVENUE	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE	
DEPARTMENT	BUDGET	REVENUE	VARIANCE	BALANCE	REVENUE	B/W BUDGET YEARS	
ELECTRIC	10,912,820	7,620,289	70%	3,292,531	6,759,757	860,532	
ELEC BOND PYMT							
WATER	1,888,000	1,516,604	80%	371,396	1,361,606	154,998	
WATER BOND PYMTS							
WATER SINKING FUND	20,000	20,000	100%	- 0 -	20,000	- 0 -	
WASTEWATER TREATMENT	1,580,092	1,315,018	83%	265,074	1,185,391	129,627	
WWTW BOND PYMT							
WWTW SINKING FUND	15,000	15,000	100%	- 0 -	15,000	- 0 -	
TOTAL BUSINESS-TYPE FUNDS	14,415,912	10,486,910	73%	3,929,002	9,341,754	1,145,156	
GENERAL (LESS DONATIONS)							
DONATIONS							
LEGAL							
POLICE	7,900	202,448	2563%	(194,548)	8,168	194,281	
E911							
POLICE EQUITABLE SHARING	100,000	- 0 -	0%	100,000	- 0 -	- 0 -	
STREET	1,786,311	1,725,670	97%	60,641	5,689,541	(3,963,871)	
STREET STP	145,328	145,320	100%	8	144,384	936	
DEBT SERVICE	845,474	843,467	100%	2,007	575,634	267,834	
RAIL CAMPUS	1,000	696,773	69677%	(695,773)	6,000	690,773	
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	583	(583)	
CDBG AFFORD HOUSING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG RURAL ENTERPRISE ASST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG RAIL SITE	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG DOWNTOWN REVITAL GRANT	83,000	87,868	106%	(4,868)	158,727	(70,859)	
BLDGS & GRDS (CITY HALL)	36,000	27,000	75%	9,000	27,000	- 0 -	
CIVIC CENTER	268,313	116,397	43%	151,916	95,260	21,137	
LIBRARY	57,100	51,896	91%	5,204	24,710	27,186	
LIBRARY MAINTENANCE FUND	- 0 -	- 0 -	0%	- 0 -	44	(44)	
PUBLIC PROPERTIES	12,050	28,155	234%	(16,105)	75,958	(47,803)	
CEMETERY	40,000	57,225	143%	(17,225)	36,600	20,625	
GOLF COURSE	275,350	288,950	105%	(13,600)	202,199	86,751	
NEW PARK DEVELOPMENT	275	54	20%	221	240	(185)	
NEW CEMETERY DEVELOPMENT	500	163	33%	337	715	(553)	
GUTHMAN TRUST - REGULAR	260	186	72%	74	325	(139)	
GUTHMAN TRUST - PAVING	100	17	17%	83	76	(58)	
PERPETUAL CARE - PRINCIPAL	6,000	6,450	108%	(450)	6,150	300	
PERPETUAL CARE - INTEREST	500	195	39%	305	812	(618)	
BLDGS & GRDS (OTHER)	150	- 0 -	0%	150	- 0 -	- 0 -	
BUILDING INSPECTION	98,000	76,107	78%	21,894	122,148	(46,041)	
FIRE (LESS DONATIONS)	50,000	- 0 -	0%	50,000	- 0 -	- 0 -	
FIRE DONATIONS	100,000	- 0 -	0%	100,000	- 0 -	- 0 -	
FIRE EQUIPMENT SINKING FUND	63,000	17,106	27%	45,894	17,382	(276)	
TREE BOARD	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PLANNING COMMISSION	105,100	3,114	3%	101,986	3,187	(73)	
ENGINEER	108,937	- 0 -	0%	- 0 -	38,648	(38,648)	
DOWDING POOL (LESS DONATIONS)	80,050	66,820	83%	13,230	17,272	49,549	
POOL DONATIONS	1,000	- 0 -	0%	1,000	- 0 -	- 0 -	
CONCESSION STAND	800	- 0 -	0%	800	- 0 -	- 0 -	
SWIMMING LESSONS	17,000	13,618	80%	3,382	1,081	12,538	
RECREATION	36,850	27,052	73%	9,798	14,017	13,035	
SPORTS COMPLEX LIGHTS	150	33	22%	117	193	(159)	
SENIOR CENTER	78,500	34,794	44%	43,706	66,169	(31,375)	
SENIOR SHUTTLE	3,438	316	9%	3,122	1,901	(1,585)	
RECYCLING	- 0 -	4,920	0%	(4,920)	506	4,414	
ECONOMIC DEVELOPMENT	244,444	182,431	75%	62,013	194,716	(12,285)	
TAX INCREMENT FINANCING	359,943	254,138	71%	105,805	429,266	(175,128)	
GENERAL REVENUES	4,324,300	2,801,793	65%	1,522,507	2,930,235	(128,442)	
TOTAL GOVERNMENTAL FUNDS	9,337,123	7,760,477	83%	1,467,709	10,889,847	(3,129,369)	
(UNAUDITED)							

TREASURER'S REPORT		MONTH OF: JUNE 2021					
VARIANCE AT: 75.00%							
DEPARTMENT	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE	
	BUDGET	EXPENDITURES	VARIANCE				BALANCE
ELECTRIC	11,283,522	6,573,329	58%	4,710,193	7,842,176	(1,268,847)	
ELEC BOND PYMT	498,087	451,456	91%	46,631	445,278	6,179	
WATER	2,976,533	992,061	33%	1,984,472	1,105,357	(113,296)	
WATER BOND PYMTS	376,691	376,524	100%	167	381,269	(4,746)	
WATER SINKING FUND	- 0 -	- 0 -	0%	- 0 -	24,664	(24,664)	
WASTEWATER TREATMENT	2,711,816	1,051,091	39%	1,660,725	844,508	206,583	
WWTW BOND PYMT	312,665	38,938	12%	273,727	44,163	(5,225)	
WWTW SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
TOTAL BUSINESS-TYPE FUNDS	18,159,314	9,483,400	52%	8,675,914	10,687,416	(1,204,016)	
GENERAL (LESS DONATIONS)	1,000,387	936,430	94%	63,957	696,491	239,939	
DONATIONS	100,000	11,042	11%	88,958	12,098	(1,056)	
LEGAL	69,610	51,906	75%	17,704	53,078	(1,172)	
POLICE	1,414,575	937,572	66%	477,003	903,095	34,477	
E911	230,606	172,954	75%	57,652	149,540	23,414	
POLICE EQUITABLE SHARING	100,000	1,480	1%	98,520	- 0 -	1,480	
STREET	2,471,594	1,360,667	55%	1,110,927	2,449,875	(1,089,207)	
STP FUNDS	145,318	145,318	100%	0	138,834	6,484	
DEBT SERVICE	1,040,474	982,851	94%	57,624	454,042	528,809	
RAIL CAMPUS	31,000	502,485	1621%	(471,485)	59,047	443,438	
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	146,827	(146,827)	
CDBG AFFORD HOUSING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG RURAL ENTERPRISE ASST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG RAIL SITE	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG-DOWNTOWN REVITAL GRANT	83,000	90,293	109%	(7,293)	158,727	(68,434)	
BLDGS & GRDS (CITY HALL)	41,413	22,056	53%	19,357	20,115	1,941	
CIVIC CENTER	268,313	137,161	51%	131,152	109,432	27,728	
LIBRARY	591,096	442,038	75%	149,058	347,719	94,319	
LIBRARY MAINTENANCE FUND	- 0 -	- 0 -	0%	- 0 -	19,714	(19,714)	
PUBLIC PROPERTIES	474,818	319,901	67%	154,917	304,918	14,984	
CEMETERY	181,848	122,414	67%	59,434	112,011	10,403	
GOLF COURSE	490,245	326,919	67%	163,326	369,981	(43,062)	
NEW PARK DEVELOPMENT	- 0 -	100	0%	(100)	117,439	(117,339)	
NEW CEMETERY DEVELOPMENT	1,000	- 0 -	0%	1,000	- 0 -	- 0 -	
GUTHMAN TRUST - REGULAR	145	145	100%	- 0 -	145	- 0 -	
GUTHMAN TRUST - PAVING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PERPETUAL CARE - PRINCIPAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PERPETUAL CARE - INTEREST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
BLDGS & GRDS (OTHER)	10,825	2,823	26%	8,002	1,694	1,128	
BUILDING INSPECTION	114,698	54,618	48%	60,080	61,715	(7,097)	
FIRE (LESS DONATIONS)	337,259	92,826	28%	244,433	54,537	38,289	
FIRE DONATIONS	100,000	- 0 -	0%	100,000	- 0 -	- 0 -	
FIRE EQUIPMENT SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
TREE BOARD	12,550	151	1%	12,399	30	121	
PLANNING COMMISSION	222,822	11,168	5%	211,654	63,821	(52,653)	
ENGINEER	143,916	107,037	74%	- 0 -	83,083	23,953	
DOWDING POOL (LESS DONATIONS)	312,561	164,297	53%	148,264	123,168	41,130	
POOL DONATIONS	1,000	- 0 -	0%	1,000	- 0 -	- 0 -	
CONCESSION STAND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SWIMMING LESSONS	13,858	3,101	22%	10,757	- 0 -	3,101	
RECREATION	306,851	207,161	68%	99,690	162,685	44,476	
SPORTS COMPLEX LIGHTS	- 0 -	- 0 -	0%	- 0 -	30,000	(30,000)	
SENIOR CENTER	164,786	100,243	61%	64,543	112,128	(11,885)	
SENIOR SHUTTLE	3,438	2,302	67%	1,136	1,989	313	
RECYCLING	34,816	25,875	74%	8,941	28,500	(2,625)	
ECONOMIC DEVELOPMENT	244,444	120,007	49%	124,437	42,919	77,088	
TAX INCREMENT FINANCING	349,743	265,256	76%	84,487	268,812	(3,557)	
TOTAL GOVERNMENTAL FUNDS	11,109,009	7,720,598	69%	3,351,532	7,658,209	62,389	

(UNAUDITED)

Pledges By Pledgee And Maturity

BBA

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 6/30/2021

Receipt# Safekeeping Location	CUSIP Location	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	25936FAU6	AFS DOUGLAS SANTN #513 NE 36 08/15/36		3.65		225,000.00 100.00%	225,000.00	225,000.00	225,470.25
COMM: COMMERCE BANK	412606CP8	AFS HARLAN CNTY-REF NE 26 06/01/26		1.75		200,000.00 100.00%	200,000.00	200,000.00	200,388.00
COMM: COMMERCE BANK	68905WEF5	AFS OTOE CO SD #501-BLDG NE 27 12/15/27		2.00	Aa3	250,000.00 100.00%	250,000.00	250,000.00	250,670.00
COMM: COMMERCE BANK	306584AT0	AFS FALLS CO UTL REV-REF NE 36 12/15/36		3.25		180,000.00 100.00%	180,000.00	178,993.56	180,954.00
COMM: COMMERCE BANK	803765BN5	AFS SARPY SAN 208-REF NE 23 08/15/23 10/15/21 @ 100.00		2.15		115,000.00 100.00%	115,000.00	115,000.00	115,675.05
COMM: COMMERCE BANK	406036HY2	AFS HALL CO SCH DIST NE 27 12/15/27 12/23/21 @ 100.00		3.00		250,000.00 100.00%	250,000.00	250,000.00	253,535.00
COMM: COMMERCE BANK	818483EP0	AFS SEWARD-REF-ELEC REV NE 22 02/15/22		2.20		105,000.00 100.00%	105,000.00	105,000.00	105,164.85
COMM: COMMERCE BANK	803770SC1	AFS SARPY CO SD #37-B-REF NE 31 06/15/31 06/15/22 @ 100.00		3.00	AA-	250,000.00 100.00%	250,000.00	250,000.00	256,935.00
COMM: COMMERCE BANK	45289MGF9	AFS IMPERIAL-REF NE 22 12/15/22		1.45		190,000.00 100.00%	190,000.00	190,000.00	190,161.50
COMM: COMMERCE BANK	079212T63	AFS BELLEVUE-TAX ANTIC NE 24 06/01/24		2.35		100,000.00 100.00%	100,000.00	100,000.00	100,145.00
COMM: COMMERCE BANK	810183AZ6	AFS SCOTTS BLUFF SD #32 NE 24 06/15/24		2.50		250,000.00 100.00%	250,000.00	250,000.00	250,445.00
COMM: COMMERCE BANK	256449BC2	AFS DODGE SD #595-QSCB NE 25 12/15/25		6.00		300,000.00 100.00%	300,000.00	300,000.00	301,038.00
COMM: COMMERCE BANK	943776JA3	AFS WAVERLY-REF NE 26 06/15/26		2.25		200,000.00 100.00%	200,000.00	200,000.00	200,206.00

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

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 6/30/2021

Page 11 of 32

Receipt# Safeguarding Location	CUSIP	ASC 320	Description Maturity Prerfund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	148006EZ8	AFS	CASS CO SD #1 NE 26 12/15/26	2.35		200,000.00 100.00%	200,000.00	200,000.00	200,212.00
COMM: COMMERCE BANK	840372RA6	AFS	S SIOUX CITY UTIL-A NE 28 06/01/28	2.50		250,000.00 100.00%	250,000.00	250,000.00	250,207.50
COMM: COMMERCE BANK	25933AF66	AFS	DOUGLAS SID #492-REF NE 28 08/15/28	3.20		175,000.00 100.00%	175,000.00	175,000.00	179,215.75
COMM: COMMERCE BANK	80373YCT1	AFS	SARPY CO SID #158-REF NE 29 11/15/29	3.10		155,000.00 100.00%	155,000.00	155,000.00	157,822.55
COMM: COMMERCE BANK	361091BE0	AFS	FURNAS CO SD #18 NE 29 12/15/29	3.15	A2	250,000.00 100.00%	250,000.00	250,000.00	252,217.50
COMM: COMMERCE BANK	486841DW6	AFS	KEARNEY CO SD #503 NE 29 12/15/29	3.00	A+	250,000.00 100.00%	250,000.00	250,256.76	254,127.50
COMM: COMMERCE BANK	486890X92	AFS	KEARNEY NE 30 10/15/30	2.60	A+	150,000.00 100.00%	150,000.00	150,000.00	151,788.00
COMM: COMMERCE BANK	0792124W3	AFS	BELLEVUE-REF NE 30 12/15/30	3.10		250,000.00 100.00%	250,000.00	250,000.00	256,605.00
COMM: COMMERCE BANK	751265RA9	AFS	RALSTON-VEHICLE NE 32 06/01/32	3.70		300,000.00 100.00%	300,000.00	300,000.00	300,423.00
COMM: COMMERCE BANK	661615UB8	AFS	N PLATTE-REF NE 32 12/15/32	3.00	A-	200,000.00 100.00%	200,000.00	200,924.58	209,380.00
COMM: COMMERCE BANK	698864HR9	AFS	PAPILLION MUNI/ FACS NE 33 12/15/33	3.00	Aa1	175,000.00 100.00%	175,000.00	177,576.37	184,989.00
COMM: COMMERCE BANK	80449PEB7	AFS	SAUNDERS SD #9-REF NE 33 12/15/33	3.35		400,000.00 100.00%	400,000.00	395,459.01	400,456.00
COMM: COMMERCE BANK	818468BN9	AFS	SEWARD-REF NE 33 12/15/33	2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	408,576.00

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.
6/30/2021 9:17 AM - BLA / JNBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 6/30/2021

Page 12 of 32

Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	943776KA1	AFS	WAVERLY NE 34 06/01/34	2.95		335,000.00 100.00%	335,000.00	335,000.00	344,735.10
COMM: COMMERCE BANK	25928KCK5	AFS	DOUGLAS SAN #466-REF NE 34 09/15/34	3.20		175,000.00 100.00%	175,000.00	175,000.00	175,507.50
COMM: COMMERCE BANK	25930PDA1	AFS	DOUGLAS SID #477-REF NE 34 09/15/34	4.00		150,000.00 100.00%	150,000.00	150,000.00	152,004.00
COMM: COMMERCE BANK	122861JN8	AFS	BURT CO PUB PWR-A-REF NE 36 07/01/36	3.50		350,000.00 100.00%	350,000.00	350,000.00	350,423.50
COMM: COMMERCE BANK	80378EDN2	AFS	SARPY SID #263-REF NE 36 09/15/36	3.80		260,000.00 100.00%	260,000.00	260,000.00	268,205.60
COMM: COMMERCE BANK	31418CGF5	AFS	FNMA 20YR 02/01/37	3.00	MA2897	1,000,000.00 100.00%	1,000,000.00	411,767.15	432,898.59
COMM: COMMERCE BANK	80377XCV4	AFS	SARPY CO SID #190-REF NE 37 10/15/37	4.00		205,000.00 100.00%	205,000.00	205,000.00	215,024.50
COMM: COMMERCE BANK	25933EDH8	AFS	DOUGLAS CO SID #473 NE 37 11/15/37	4.40		250,000.00 100.00%	250,000.00	250,000.00	254,095.00
COMM: COMMERCE BANK	80379KCR9	AFS	SARPY CO SID #272 NE 37 12/15/37	4.25		200,000.00 100.00%	200,000.00	200,000.00	203,798.00
COMM: COMMERCE BANK	25932EDK2	AFS	DOUGLAS CO SID #438 NE 38 08/15/38	4.20		250,000.00 100.00%	250,000.00	250,000.00	261,520.00
COMM: COMMERCE BANK	25936FBM3	AFS	DOUGLAS CO IMP DT#513 NE 3E 10/15/38	2.70		100,000.00 100.00%	100,000.00	100,000.00	101,272.00
COMM: COMMERCE BANK	25939HBX2	AFS	DOUGLAS CO SAN&IMP DT NE 3 11/15/38	2.90		150,000.00 100.00%	150,000.00	150,000.00	150,796.50
COMM: COMMERCE BANK	72778PCU5	AFS	PLATTE CO SD #5 NE 38 12/15/38	2.00	AA-	200,000.00 100.00%	200,000.00	200,764.31	202,924.00

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 6/30/2021

Page 13 of 32

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		
								Original Face	Par	Book Value
COMM: COMMERCE BANK	25934MCK3	AFS	DOUGLAS SID #531-REF NE 39 01/15/39		4.35		200,000.00 100.00%	200,000.00	200,000.00	209,500.00
COMM: COMMERCE BANK	25930BEE3	AFS	DOUGLAS CO SID #504 NE 39 08/15/39		3.40		215,000.00 100.00%	215,000.00	215,000.00	222,196.05
COMM: COMMERCE BANK	80373YDV5	AFS	SARPY CO SID#158-REF NE 39 08/15/39		2.95		190,000.00 100.00%	190,000.00	190,000.00	191,290.10
COMM: COMMERCE BANK	80377BK7	AFS	SARPY CO SID #264-REF NE 39 10/15/39		2.55		150,000.00 100.00%	150,000.00	150,000.00	148,576.50
COMM: COMMERCE BANK	25933VDM9	AFS	DOUGLAS CO SD #559 NE 40 05/15/40		3.40		175,000.00 100.00%	175,000.00	175,000.00	183,207.50
COMM: COMMERCE BANK	25980LDG7	AFS	DOUGLAS CO NE SID#530 NE 40 09/15/40		3.00		150,000.00 100.00%	150,000.00	150,000.00	153,307.50
COMM: COMMERCE BANK	25933EEG9	AFS	DOUGLAS CO SAN & IMPT NE 4C 11/15/40		3.15		190,000.00 100.00%	190,000.00	190,000.00	193,695.50
COMM: COMMERCE BANK	164543BF6	AFS	CHERRY CO NE 40 12/15/40		3.00	Aa3	200,000.00 100.00%	200,000.00	205,810.37	213,032.00
COMM: COMMERCE BANK	3136A3E64	AFS	FNR 2012-9 YC 11/25/41		2.00		2,250,000.00 100.00%	2,250,000.00	512,323.25	524,743.30
COMM: COMMERCE BANK	3137BMSR8	AFS	FHR 4548 GB 07/15/42		3.00		1,100,000.00 100.00%	1,100,000.00	138,561.09	140,554.35
COMM: COMMERCE BANK	3136ARSY5	AFS	FNR 2016-8 EH 08/25/42		4.00		1,000,000.00 100.00%	1,000,000.00	154,801.88	159,000.46
50 Securities Pledged To: 1010 - CITY TREASURER								15,215,000.00	11,082,453.37	11,289,115.00

CASH IN BANK \$10,893,581.54

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

Pledged Securities Detail
June 30, 2021

H231
Page 1 of 63

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/Pl	CUSIP Description S&P	Moody	Rate	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			
									Par Value	Book Value	Carrying Value Interest Rec	Market Value Collateral Value
PLEGEE: CITY OF SEWARD (02)												
CMO	3137AREZ5 FHR 4066 MH		1.750	177007034-1		6/15/2027	3,800,000.00	3,800,000.00	439,451.00	439,451.00	448,619.02	448,619.02
D02/02						AFS	439,451.00	100.00%	446,006.01		640.87	449,259.89
CMO	3137AUF53 FHR 4107 HE		1.500	185156912-1		10/15/2041	1,000,000.00	1,000,000.00	194,955.16	194,955.16	196,382.28	196,382.28
D02/02						AFS	194,955.16	100.00%	190,256.81		243.69	196,625.97
CMO	3137AWU78 FHR 4145 AC		1.250	185157011-1		12/15/2027	1,500,000.00	1,500,000.00	134,610.00	134,610.00	133,663.26	133,663.26
D02/02						AFS	134,610.00	100.00%	133,677.65		140.22	133,803.48
CMO	3137B0NV2 FHR 4176 EC		1.500	185157163-1		9/15/2025	2,000,000.00	2,000,000.00	151,115.90	151,115.90	152,384.06	152,384.06
D02/02						AFS	151,115.90	100.00%	150,439.76		188.89	152,572.95
GNMA	36176WZB6 GNMA POOL 778670		4.000	185166820-1		12/15/2026	560,000.00	560,000.00	47,795.70	47,795.70	51,596.13	51,596.13
D02/02						AFS	47,795.70	100.00%	49,391.74		159.32	51,755.45
GNMA	36202ERL5 GNMA2 POOL 4091		5.000	185171012-1		3/20/2023	500,000.00	500,000.00	8,841.20	8,841.20	9,048.82	9,048.82
D02/02						AFS	8,841.20	100.00%	8,957.00		36.84	9,085.66
GNMA	3620A9QG9 GNMA POOL 723255		3.500	185171527-1		9/15/2024	750,000.00	750,000.00	35,885.88	35,885.88	37,365.51	37,365.51
D02/02						AFS	35,885.88	100.00%	36,722.81		104.67	37,470.18
GNMA	3620ARB59 GNMA POOL 737260		3.500	185171588-1		5/15/2025	1,000,000.00	1,000,000.00	68,077.49	68,077.49	71,731.01	71,731.01
D02/02						AFS	68,077.49	100.00%	69,218.96		198.56	71,929.57
MBS	3128MEHL8 FGLM FHLMC POOL G15435		5.000	185145155-1		11/1/2024	557,000.00	557,000.00	765.98	765.98	783.74	783.74
D02/02						AFS	765.98	100.00%	782.31		3.19	786.93
MBS	3128MMLQ4 FGLM FHLMC POOL G18334		4.500	185145399-1		12/1/2024	1,015,000.00	1,015,000.00	23,109.48	23,109.48	24,442.13	24,442.13
D02/02						AFS	23,109.48	100.00%	23,524.21		86.66	24,528.79

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

H231 - Pledged Securities Detail
As of: 6/30/2021, Created: 6/28/2021 11:16:51 PM

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

Pledged Securities Detail
June 30, 2021

H231
 Page 2 of 63

Report Sequence: sgrp, CUSIP, Ticket

SGrp	STyp	CUSIP	Description	Moody	Rate	State	Ticket-P#	Call Type	Next Call Dt	Maturity Dt	Issue Dt	Intent	Total Face	Total Par	Pledged Face % of Total	Pledge Values			Market Value
																Book Value	Carrying Value	Collateral Value	
MBS	FGLM	3128PNBR8	FHLMC POOL J09948		4.000		185147186-1			7/1/2024			1,300,000.00	1,300,000.00	100.00%	28,640.53	29,986.90	29,986.90	29,986.90
	D02/02										AFS		28,640.53	100.00%		29,312.69	95.47	30,082.37	
MBS	FGLM	3128PQ4E8	FHLMC POOL J11721		4.500		185147195-1			2/1/2025			1,200,000.00	1,200,000.00	100.00%	32,522.71	34,312.75	34,312.75	34,312.75
	D02/02										AFS		32,522.71	100.00%		33,521.11	121.96	34,434.71	34,434.71
MBS	FGLM	3128Q0GL5	FHLMC POOL J19203		4.000		185147609-1			5/1/2027			425,000.00	425,000.00	100.00%	42,560.30	45,472.75	45,472.75	45,472.75
	D02/02										AFS		42,560.30	100.00%		44,321.46	141.87	45,614.62	45,614.62
MBS	FGLM	3129AMML2	FHLMC POOL E03063		3.000		185147907-1			3/1/2022			1,000,000.00	1,000,000.00	100.00%	6,267.59	6,614.77	6,614.77	6,614.77
	D02/02										AFS		6,267.59	100.00%		6,291.87	15.67	6,630.44	6,630.44
MBS	FGLM	31335HUG6	FHLMC POOL C90583		6.000		185150272-1			10/1/2022			700,000.00	700,000.00	100.00%	812.57	842.95	842.95	842.95
	D02/02										AFS		812.57	100.00%		813.70	4.06	847.01	847.01
MBS	FGLM	31335HYR8	FHLMC POOL C90720		5.500		185150298-1			10/1/2023			3,250,000.00	3,250,000.00	100.00%	24,119.06	25,342.62	25,342.62	25,342.62
	D02/02										AFS		24,119.06	100.00%		24,691.53	110.55	25,453.17	25,453.17
MBS	FGLM	3133LPTR8	FHLMC POOL RD5060		2.000		177025719-1			6/1/2031			500,000.00	500,000.00	100.00%	495,822.64	513,078.15	513,078.15	513,078.15
	D02/02										AFS		495,822.64	100.00%		513,965.05	826.37	513,904.52	513,904.52
MBS	FNMA	31371LQY8	FNMA POOL 255271		5.000		185155978-1			6/1/2024			500,000.00	500,000.00	100.00%	5,004.97	5,522.23	5,522.23	5,522.23
	D02/02										AFS		5,004.97	100.00%		4,988.52	20.85	5,543.08	5,543.08
MBS	FNMA	31371NIQ9	FNMA POOL 256871		6.500		185156082-1			8/1/2022			1,100,000.00	1,100,000.00	100.00%	4,850.95	4,969.44	4,969.44	4,969.44
	D02/02										AFS		4,850.95	100.00%		4,919.81	26.28	4,995.72	4,995.72
MBS	FNMV	31375HAP9	FNMA ARM POOL 334914		2.292		185156211-1			2/1/2026			1,000,000.00	1,000,000.00	100.00%	785.59	788.09	788.09	788.09
	D02/02										AFS		785.59	100.00%		788.02	1.50	789.59	789.59
MBS	FNMA	3138AMK38	FNMA POOL AI7513		4.500		185159473-1			7/1/2026			500,000.00	500,000.00	100.00%	48,923.04	51,746.92	51,746.92	51,746.92
	D02/02										AFS		48,923.04	100.00%		50,525.87	183.46	51,930.38	51,930.38

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

Pledged Securities Detail
June 30, 2021

H231
 Page 3 of 63

Report Sequence: sgrp, CUSIP, Ticket

SGrp STYP Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			
										Par Value	Carrying Value	Market Value	
MBS	3138EJLQ9		4.000		185159924-1		7/1/2027						
FNMA	FNMA POOL AL2134						7/1/2012	443,000.00	443,000.00	54,342.07	58,048.97	58,048.97	
D02/02							AFS	54,342.07	100.00%	56,316.26	181.14	58,230.11	
MBS	3138EKRM9		3.500		185160071-1		2/1/2028						
FNMA	FNMA POOL AL3191						2/1/2013	500,000.00	500,000.00	70,024.27	74,660.79	74,660.79	
D02/02							AFS	70,024.27	100.00%	72,483.02	204.24	74,865.03	
MBS	3138EKW4		2.500		185160087-1		4/1/2023						
FNMA	FNMA POOL AL3327						3/1/2013	525,000.00	525,000.00	20,903.08	21,234.51	21,234.51	
D02/02							AFS	20,903.08	100.00%	20,985.15	43.55	21,278.06	
MBS	3138ELYF4		4.000		185160221-1		10/1/2028						
FNMA	FNMA POOL AL4309						10/1/2013	1,000,000.00	1,000,000.00	131,107.23	140,442.95	140,442.95	
D02/02							AFS	131,107.23	100.00%	136,192.04	437.02	140,879.97	
MBS	3138EMCY5		4.000		185160242-1		2/1/2027						
FNMA	FNMA POOL AL4586						12/1/2013	575,000.00	575,000.00	61,316.82	65,255.98	65,255.98	
D02/02							AFS	61,316.82	100.00%	63,669.81	204.39	65,460.37	
MBS	3138WU82		3.000		178000698-1		1/1/2030						
FNMA	FNMA POOL AS4206						12/1/2014	1,160,000.00	1,160,000.00	257,498.31	271,034.99	271,034.99	
D02/02							AFS	257,498.31	100.00%	270,690.62	643.75	271,678.74	
MBS	3140J5EA3		2.500		185164038-1		12/1/2029						
FNMA	FNMA POOL BM1028						3/1/2017	300,000.00	300,000.00	89,454.95	93,375.72	93,375.72	
D02/02							AFS	89,454.95	100.00%	89,807.25	186.36	93,562.08	
MBS	3140X9LK9		3.000		177020855-1		1/1/2041						
FNMA	FNMA POOL FM5729						1/1/2021	500,000.00	500,000.00	430,425.29	455,254.56	455,254.56	
D02/02							AFS	430,425.29	100.00%	458,251.51	1,076.06	456,330.62	
MBS	31410KAW4		4.000		185164389-1		3/1/2023						
FNMA	FNMA POOL 889321						3/1/2008	2,050,000.00	2,050,000.00	4,886.07	4,932.57	4,932.57	
D02/02							AFS	4,886.07	100.00%	4,946.24	16.29	4,948.86	
MBS	31412P2K6		4.500		185164802-1		7/1/2024						
FNMA	FNMA POOL 931478						6/1/2009	2,900,000.00	2,900,000.00	49,204.97	51,915.50	51,915.50	
D02/02							AFS	49,204.97	100.00%	50,412.73	184.52	52,100.02	
MBS	31417SAL4		4.500		185165282-1		10/1/2024						
FNMA	FNMA POOL AC5410						10/1/2009	2,040,000.00	2,040,000.00	68,725.40	72,283.06	72,283.06	
D02/02							AFS	68,725.40	100.00%	70,624.65	257.72	72,540.78	

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H231 Pledged Securities Detail
 As of 6/30/2021, Created 6/28/2021 11:16:51 PM

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

Pledged Securities Detail
June 30, 2021

H231
Page 4 of 63

Report Sequence: sgrp, CUSIP, Ticket

SGrp STYP Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			
										Par Value	Book Value	Carrying Value	Interest Rec
MBS	31418AAC2	3.000			185165786-1		11/1/2026	1,000,000.00	1,000,000.00	52,251.51	54,583.84	54,583.84	54,583.84
FNMA	FNMA POOL MA0902						10/1/2011	52,251.51	100.00%	52,848.49	130.63	54,714.47	54,714.47
D02/02							AFS						
MBS	31418AKN7	3.000			177011537-1		10/1/2032	800,000.00	800,000.00	181,798.44	192,688.58	192,688.58	192,688.58
FNMA	FNMA POOL MA1200						9/1/2012	181,798.44	100.00%	192,365.08	454.50	193,143.08	193,143.08
D02/02							AFS						
MBS	31418AQY7	2.500			185166318-1		3/1/2023	500,000.00	500,000.00	22,185.01	22,547.25	22,547.25	22,547.25
FNMA	FNMA POOL MA1370						2/1/2013	22,185.01	100.00%	22,281.43	46.22	22,593.47	22,593.47
D02/02							AFS						
MBS	31418AYS1	2.500			185166625-1		10/1/2023	587,000.00	587,000.00	41,358.36	42,243.81	42,243.81	42,243.81
FNMA	FNMA POOL MA1620						9/1/2013	41,358.36	100.00%	41,587.68	86.16	42,329.97	42,329.97
D02/02							AFS						
MBS	31418B5R3	4.000			177020653-1		6/1/2036	410,000.00	410,000.00	141,692.11	154,545.18	154,545.18	154,545.18
FNMA	FNMA POOL MA2655						5/1/2016	141,692.11	100.00%	152,653.15	472.31	155,017.49	155,017.49
D02/02							AFS						
MBS	31418DZ96	1.500			184010674-1		6/1/2031	500,000.00	500,000.00	495,982.16	507,061.95	507,061.95	507,061.95
FNMA	FNMA POOL MA4367						5/1/2021	495,982.16	100.00%	507,008.94	619.98	507,681.93	507,681.93
D02/02							AFS						
MUNI	259290EB6	3.100		NE	185142828-1	Contin	8/15/2030	150,000.00	150,000.00	150,000.00	150,117.00	150,117.00	150,117.00
GO	DOUGLAS CNTY NE SAN & IMPT DIS					7/1/2021	6/15/2016	150,000.00	150,000.00	150,000.00	1,756.67	151,873.67	151,873.67
D02/02						100.000	AFS						
MUNI	259292CS7	2.700		NE	185142831-1	Contin	11/15/2026	280,000.00	280,000.00	280,000.00	283,256.40	283,256.40	283,256.40
GO	DOUGLAS CNTY SAN IMPT DIST 427					11/15/2022	11/15/2017	280,000.00	280,000.00	280,000.00	966.00	284,222.40	284,222.40
D02/02						100.000	AFS						
MUNI	25930HAU8	2.400		NE	185142850-1	Contin	3/15/2022	75,000.00	75,000.00	75,000.00	75,076.50	75,076.50	75,076.50
GO	DOUGLAS CNTY NE SAN & IMPT DIS					7/1/2021	3/15/2015	75,000.00	75,000.00	75,000.00	530.00	75,606.50	75,606.50
D02/02						100.000	AFS						
MUNI	25930PCG9	2.900		NE	185142854-1	Contin	11/15/2028	80,000.00	80,000.00	80,000.00	80,320.80	80,320.80	80,320.80
GO	DOUGLAS CNTY NE SAN & IMPT					11/15/2021	11/15/2016	80,000.00	80,000.00	80,000.00	296.44	80,617.24	80,617.24
D02/02						100.000	AFS						
MUNI	25930TBJ6	2.900		NE	184003054-1	Cont	11/15/2036	50,000.00	50,000.00	50,000.00	53,436.50	53,436.50	53,436.50
GO	DOUGLAS CNTY NEB SANI & #421					5/15/2025	5/19/2020	50,000.00	100.00%	50,000.00	185.28	53,621.78	53,621.78
D02/02						100.000	AFS						

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

Pledged Securities Detail
June 30, 2021

H231
 Page 5 of 63

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values		
									Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec
MUNI GO D02/02	25931BEG7 DOUGLAS CNTY NEB SAN & IMPT DI		2.750	NE	184010678-1	Cont 5/1/2026	5/1/2035 5/3/2021 AFS	175,000.00 175,000.00	175,000.00 175,000.00	176,449.00 775.35	176,449.00 177,224.35
MUNI GO D02/02	25931FCK1 DOUGLAS CNTY NE SAN & IMPT		3.000	NE	185142860-1	Contln 9/15/2021	9/15/2031 9/15/2016 AFS	240,000.00 240,000.00	240,000.00 240,000.00	240,410.40 2,120.00	240,410.40 242,530.40
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Contln 11/15/2021	11/15/2028 11/15/2016 AFS	170,000.00 170,000.00	170,000.00 170,000.00	170,589.90 586.50	170,589.90 171,176.40
MUNI GO D02/02	25931MBX9 DOUGLAS CNTY NE SAN & IMPT		3.100	NE	185142863-1	Contln 7/15/2021	10/15/2029 7/15/2016 AFS	140,000.00 140,000.00	140,000.00 140,000.00	140,117.60 916.22	140,117.60 141,033.82
MUNI GO D02/02	25931VBN1 DOUGLAS CNTY NE SAN & IMPT		3.500	NE	185142866-1	Contln 7/15/2022	8/15/2032 7/27/2017 AFS	50,000.00 50,000.00	50,000.00 50,000.00	50,519.00 661.11	50,519.00 51,180.11
MUNI GO D02/02	25931VCF7 DOUGLAS CNTY NEB SAN #471		2.350	NE	177020849-1	Cont 2/15/2026	8/15/2035 2/19/2021 AFS	100,000.00 100,000.00	100,000.00 100,000.00	101,498.00 861.67	101,498.00 102,359.67
MUNI GO D02/02	25933BEB6 DOUGLAS CNTY NEB SAN & IMPT DI		3.000	NE	184003099-1	Cont 5/15/2025	11/15/2035 5/19/2020 AFS	150,000.00 150,000.00	150,000.00 150,000.00	158,176.50 575.00	158,176.50 158,751.50
MUNI GO D02/02	25934ACJ2 DOUGLAS CNTY NE SAN & IMPT		3.100	NE	185142882-1	Contln 7/15/2021	12/15/2030 7/15/2016 AFS	120,000.00 120,000.00	120,000.00 120,000.00	120,202.80 165.33	120,202.80 120,368.13
MUNI GO D02/02	25934QDB3 DOUGLAS CNTY NE SAN & IMPT		2.000	NE	185142887-1	Cont 4/29/2026	10/1/2021 10/1/2016 AFS	80,000.00 80,000.00	80,000.00 80,000.00	80,173.60 400.00	80,173.60 80,573.60
MUNI REV D02/02	373807CE4 GERING NEB COMBINED UTILS REV		1.850	NE	184010461-1	Cont 100,000	12/15/2035 4/29/2021 AFS	100,000.00 100,000.00	100,000.00 100,000.00	100,717.00 82.22	100,717.00 100,799.22
MUNI GO D02/02	406036HN6 HALL CNTY NE SCD #2 GRAND IS		2.400	NE	185176896-1	Contln 7/1/2021	12/15/2024 2/9/2015 AFS	100,000.00 100,000.00	100,000.00 100,000.00	100,158.00 106.67	100,158.00 100,264.67

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

Pledged Securities Detail
 June 30, 2021

H231
 Page 6 of 63

Report Sequence: sgrp, CUSIP, Ticket

SGrp	CUSIP	Description	Moody	Rate	State	Ticket-P#	Call Type	Maturity Dt	Total Face	Pledged Face	Pledge Values		
											Par Value	Carrying Value	Market Value
STyp	Loc/PI	S&P					Next Call Dt	Issue Dt	Total Par	% of Total	Book Value	Interest Rec	Collateral Value
MUNI	505318QS7	LA VISTA NE		2.650	NE	185179244-1	Contn	11/15/2024	115,000.00	115,000.00	115,000.00	115,193.20	115,193.20
GO							7/1/2021	12/31/2014	115,000.00	100.00%	115,000.00	389.40	115,582.60
D02/02							100.000	AFS					
MUNI	57973FDD8	MCCOOK NE PUBLIC PWR DIST		3.150	NE	185181069-1	Contn	12/15/2030	100,000.00	100,000.00	100,000.00	101,571.00	101,571.00
REV							8/9/2022	8/9/2017	100,000.00	100.00%	100,000.00	140.00	101,711.00
D02/02							100.000	AFS					
MUNI	71366VKE9	PERENNIAL PUB PWR DIST NEB ELE		1.800	NE	177020856-1	Cont	12/15/2036	210,000.00	210,000.00	210,000.00	212,814.00	212,814.00
REV							2/17/2026	2/17/2021	210,000.00	100.00%	210,000.00	168.00	212,982.00
D02/02							100.000	AFS					
MUNI	803766BG8	SARPY CNTY NE SAN & IMPT		2.850	NE	185187208-1	Contn	5/15/2022	90,000.00	90,000.00	90,000.00	90,153.00	90,153.00
GO							7/1/2021	7/1/2015	90,000.00	100.00%	90,000.00	327.75	90,480.75
D02/02							100.000	AFS					
MUNI	80376DCN7	SARPY CNTY NE SAN & IMPT DIST		3.250	NE	185187210-1	Contn	10/15/2023	200,000.00	200,000.00	200,000.00	200,466.00	200,466.00
GO							7/1/2021	10/15/2012	200,000.00	100.00%	200,000.00	1,372.22	201,838.22
D02/02							100.000	AFS					
MUNI	80376ECZ8	SARPY CNTY NE SAN & IMPT DIST		3.750	NE	185187211-1	Contn	8/15/2029	90,000.00	90,000.00	90,000.00	91,004.40	91,004.40
GO							2/15/2022	2/15/2017	90,000.00	100.00%	90,000.00	1,275.00	92,279.40
D02/02							100.000	AFS					
MUNI	80376UBK6	SARPY CNTY NE SAN & IMPT DIST		2.700	NE	185187214-1	Prerefnd	8/15/2026	50,000.00	50,000.00	50,000.00	51,342.00	51,342.00
GO							7/15/2022	7/15/2017	50,000.00	100.00%	50,000.00	510.00	51,852.00
D02/02							100.000	AFS					
MUNI	80377BKT8	SARPY CNTY NEB S&I DIST #264		2.350	NE	184010680-1	Cont	8/15/2034	180,000.00	180,000.00	180,000.00	181,018.80	181,018.80
GO							5/3/2026	5/3/2021	180,000.00	100.00%	180,000.00	681.50	181,700.30
D02/02							100.000	AFS					
MUNI	80377TBE2	SARPY CNTY NE SAN & IMPT DIST		2.800	NE	185187220-1	Contn	11/15/2028	85,000.00	85,000.00	85,000.00	85,327.25	85,327.25
GO							11/15/2021	11/15/2016	85,000.00	100.00%	85,000.00	304.11	85,631.36
D02/02							100.000	AFS					
MUNI	80377TBF9	SARPY CNTY NE SAN & IMPT DIST		2.900	NE	185187221-1	Contn	11/15/2029	85,000.00	85,000.00	85,000.00	85,363.80	85,363.80
GO							11/15/2021	11/15/2016	85,000.00	100.00%	85,000.00	314.97	85,678.77
D02/02							100.000	AFS					
MUNI	80378TEW8	SARPY CNTY NE SAN & IMPT DIST		3.850	NE	185187230-1	Contn	10/15/2033	85,000.00	85,000.00	85,000.00	86,939.70	86,939.70
GO							4/15/2023	4/15/2018	85,000.00	100.00%	85,000.00	690.86	87,630.56
D02/02							100.000	AFS					

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H231 : Pledged Securities Detail
 As of: 6/30/2021, Created: 6/28/2021 11:16:51 PM

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

Pledged Securities Detail

H231
 Page 7 of 63

June 30, 2021

Report Sequence: sgrp, CUSIP, Ticket

SGRP STyp Loc/PI	CUSIP Description S&P	Rate	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
								Par Value Book Value	Carrying Value		
MUNI GO D02/02	80379AEF5 SARPY CNTY NEB SAN & IMPT #243	2.700	NE 177011631-1	Cont 8/15/2025	8/15/2038 8/19/2020 AFS	290,000.00	290,000.00	290,000.00	288,770.40	288,770.40	288,770.40
MUNI GO D02/02	80379KEN6 SARPY CNTY NEB SAN & IMPT #272	2.300	NE 177018881-1	Cont 12/15/2025	12/15/2034 1/11/2021 AFS	50,000.00	50,000.00	50,000.00	48,957.50	51.11	48,957.50
MUNI GO D02/02	818473FD7 SEWARD CNTY NE CENTENNIAL PUB A+	3.000	NE 185187536-1	Contin 7/27/2022	12/15/2031 7/27/2017 AFS	250,000.00	250,000.00	250,000.00	254,992.50	333.33	254,992.50
MUNI GO D02/02	81847ELJ3 SEWARD NE	2.150	NE 185187544-1	Contin 7/1/2021	12/15/2022 3/27/2012 AFS	100,000.00	100,000.00	100,000.00	100,120.00	95.56	100,120.00
MUNI GO D02/02	81847ELK0 SEWARD NE	2.350	NE 185187545-1	Contin 7/1/2021	12/15/2023 5/18/2012 AFS	95,000.00	95,000.00	95,000.00	95,125.40	99.22	95,125.40
MUNI REV D02/02	818480BF1 SEWARD NEB ARPT AUTH	3.550	NE 185187553-1	Contin 7/1/2021	1/15/2024 9/1/2011	120,000.00	120,000.00	120,000.00	120,324.00	1,964.33	122,288.33
MUNI REV D02/02	818483EQ8 SEWARD NE ELEC REV	2.350	NE 185187554-1	Contin 7/1/2021	2/15/2023 3/27/2012 AFS	110,000.00	110,000.00	110,000.00	110,151.80	976.56	111,128.36
MUNI REV D02/02	818483FG9 SEWARD NE ELEC REV	2.450	NE 185187557-1	Contin 7/1/2021	2/15/2028 6/15/2016 AFS	150,000.00	150,000.00	150,000.00	150,138.00	1,388.33	151,526.33
MUNI REV D02/02	818484DG9 SEWARD NE SANTN SWR SYS	2.300	NE 185187560-1	Contin 8/12/2021	9/15/2029 8/12/2016 AFS	130,000.00	130,000.00	130,000.00	130,133.90	880.39	131,014.29
MUNI GO D02/02	886094CD1 THURSTON CNTY NEB	2.500	NE 184003102-1	Cont 5/28/2025	12/15/2035 5/28/2020 AFS	200,000.00	200,000.00	200,000.00	201,626.00	222.22	201,848.22
MUNI REV D02/02	943781BN3 WAVERLY NE COMB UTIL REV	3.100	NE 185198094-1	Contin 7/1/2021	6/15/2029 1/20/2016 AFS	100,000.00	100,000.00	100,000.00	100,123.00	137.78	100,260.78

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

Pledged Securities Detail
June 30, 2021

H231
Page 8 of 63

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values			Market Value Collateral Value
								Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec	
TAX	079238AY7	2.950	NE	185138622-1	Cont 7/1/2021	12/15/2021	250,000.00	250,000.00	250,582.50	250,582.50	
D02/02	BELLEVUE NEB REDEV REV				100.000	AFS	250,000.00	250,000.00	327.78	250,910.28	
TAX	617798BT8	1.937	NE	177020846-1	Cont 12/1/2025	12/1/2031	210,000.00	210,000.00	205,451.40	205,451.40	
TAXGO	MORRILL CNTY NEB SCH DIST #63				100.000	AFS	210,000.00	210,000.00	338.98	205,790.38	
D02/02	AA										
TAX	68189TBA3	6.400	NE	185184294-1	Cont 3/25/2008	2/1/2026	55,000.00	35,000.00	38,809.05	38,809.05	
TAXREV	OMAHA NEB SPL OBLIG						55,000.00	35,000.00	933.34	39,742.39	
D02/02	AA+										
CITY OF SEWARD							45,387,000.00	9,408,073.79	9,604,521.34	36,460.99	9,604,521.34
								9,523,935.55			9,640,982.33

CASH IN BANK \$9,833,940.59

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CURRENT YEAR: June 2021

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	0	\$ -	\$ -
REMODEL/ADDIT.	15	\$ 3,567.10	\$ 1,135,527.91
ACCESSORY	19	\$ 4,392.00	\$ 110,277.33
RELOCATE	13	\$ 500.00	\$ 113,402.29
ELECTRIC			
PLUMBING	16	\$ 995.00	
MECHANICAL	12	\$ 870.00	
SEWER TAP	0	\$ -	
WATER TAP	0	\$ -	
TEMP. ELEC.	0	\$ -	
ELECTRIC SER.	0	\$ -	
TOTALS	75	\$ 10,324.10	\$ 1,359,207.53

LAST YEAR: June 2020

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

YEAR TO DATE January to December 2021

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	9	\$ 16,640.10	\$2,615,369.21
REMODEL/ADDIT.	43	\$ 10,687.95	\$ 3,215,338.69
ACCESSORY	81	\$ 16,290.35	\$ 680,886.40
RELOCATE	31	\$ 1,379.50	\$ 316,695.05
ELECTRIC		\$ -	\$ -
PLUMBING	56	\$ 4,749.00	\$ -
MECHANICAL	37	\$ 3,780.00	\$ -
SEWER TAP	7	\$ 1,750.00	\$ -
WATER TAP	7	\$ 5,995.00	\$ -
TEMP. ELEC.	7	\$ 350.00	\$ -
ELECTRIC SER.	7	\$ 1,400.00	\$ -
TOTALS	285	\$ 63,021.90	\$ 6,828,289.35

YEAR TO DATE January to December 2020

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	19	\$ 45,134.80	\$ 10,320,939.67
REMODEL/ADDIT.	39	\$ 10,528.09	\$ 4,277,658.77
ACCESSORY	98	\$ 8,683.95	\$ 391,904.00
RELOCATE	5	\$ 150.00	\$ 21,115.00
ELECTRIC	0	\$ -	\$ -
PLUMBING	91	\$ 7,435.00	\$ -
MECHANICAL	40	\$ 6,042.28	\$ -
SEWER TAP	17	\$ 4,250.00	\$ -
WATER TAP	17	\$ 14,977.00	\$ -
TEMP. ELEC.	18	\$ 900.00	\$ -
ELECTRIC SER.	18	\$ 4,200.00	\$ -
TOTALS	362	\$ 102,301.12	\$ 15,011,617.44

OPEN Property Maintenance Code Violation Report

					Updated 7-15-2021
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2021					
720 N 1st	Grass/Weeds not mowed. The house needs painted. It's chipping down to the wood.	7/15/2021	Brad & Monique Peetz		Bill Arkel CSO will verify the height of the grass and exterior protection.
1683 Eastridge	Home Occupation Sign	7/13/2021	Rosemary Thomas	In Person	Tim Dworak and Bill Arkel informed Rosemary that she needs a smaller sign of 3 sqft.
628 S. 2nd	Concrete steps are deteriorating.	7/30/2021	Becky Paulsen	Phone Call	Dan Hansen informed us of the complaint. CSO Bill Arkel contacted the owner that the steps are their responsibility. The owner wanted proof that she needs to fix them. Tim Dworak mailed a letter referencing the code that it's the owners responsibility.
143 E Lincoln	Debri in Alley	6/30/2021	Charles Jaudon	Phone Call	There was a debre in the alley blocking access. Bill Arkel CSO made contact and they are removing it the weekend of 6-26-2021
444 Seward St	Grease in the Street	6/30/2021	La Cocina/Rami	Phone Call	Tim Dworak went to the location and saw grease had been washed out in the street.
2112 Rainbow	Grass/Weeds not mowed	6/24/2021	Keith Wintz	In Person	Bill Arkel CSO will contact the owner of the property and let them know it needs to be mowed. Grass/weeds were knocked down.
2168 Rainbow	Grass/Weeds not mowed	6/24/2021	Par 72 LLC	In Person	Bill Arkel CSO will contact the owner of the property and let them know it needs to be mowed. Grass/weeds were knocked down.
720 N 1st	Grass/Weeds not mowed		Brad & Monique Peetz	Phone Call	Bill Arkel CSO will go assess the yard and leave a door hanger if necessary.
356 S 6th St	Grass/Weeds not mowed	6/15/2021	Melissa Genetti	In person, phone call	Bill Arkel CSO left a door hanger, left message on phone.
429 S Columbia	Grass/Weeds not mowed	6/11/2021	Christopher Yates 8630 Oakmont Dr Lincoln, NE 68526	In person, phone call	Bill Arkel CSO left a door hanger, left message on phone. 6-23-2021 a notice and letter were left at the residence to mow and clean up the yard. The City of Seward is mowing the property 6-28-2021
101 S 4th	Weeds	6/2/2021			Demolition and clean up of the property will be begin immediately and be completed by July 4th.
319 Seward	Trash/rubbish in the back yard		Patricia Johnson	Phone Call	Dumpster was delivered for debris, yard was mowed and weeds were chopped down.

OPEN Property Maintenance Code Violation Report

					Bill Arkel CSO talked to Patricia Johnson. Some of the property is from a old tenant and she cannot get rid of it. She is in the process of evicting another tenant.
149 N 1st	Grass/Weeds not mowed		Steve Butler	Phone Call	Bill Arkel CSO will go assess the yard and leave a door hanger if necessary. Yard mowed.
429 S Columbia	Grass/Weeds not mowed		Christopher Yates	Phone Call	Bill Arkel CSO will go assess the yard and leave a door hanger if necessary.
720 N 1st	Grass/Weeds not mowed		Brad & Monique Peetz	Phone Call	Bill Arkel CSO will go assess the yard and leave a door hanger if necessary. 5-13-21 the yard is mowed
246 N 3rd St	Weeds	5/4/2021	City of Seward	In Person	Weeds need sprayed. Spoke with Public Properties and they sprayed weeds Tuesday 5-4 and mowed the lot Wednesday 5-5
810 Moffit St	Foundation not filled in		Patricia Murphy (life use)	Phone Call	House was removed and the foundation was dug out. The hole was never filled in. Called Pat Monday 5-3. The hole was fillied in Wednesday 5-5
246 N 3rd	Weeds		City of Seward	In Person	Bob Core had a crew member spray the weeds 5-4-21
6th St	Holes in Pavement		City of Seward	In Person	Will be getting fixed 5-10 weather permitting.
14th St	Holes in Pavement		City of Seward	In Person	Bob Miers, Street Superintendent said the street is slated to be repaved in May of 2021
Alley North of 504 Seward	Cracked pavement		City of Seward	In Person	Bob Miers, Street Superintendent will be going to look at the alley and assess the situation. This has been poured and fixed.
444 Seward St	Spilled Grease	4/1/2021	Raminder Manhas	In person/phone call	Grease was spilled next to the grease trap used by La Cocina Restaurant. Spoke with Ishmel (Manager) and he said it would be cleaned up that day.
33 Main St	Temporary sign in the ROW and Sight triangle	3/26/2021	Scott Dinslage	In person/Phone call	The signage was removed
		3/26/2021			CSO will stop by the business tennant and let them know they need to remove the items. Tim spoke with Scott and he will speak with the tennant about removing the items.

OPEN Property Maintenance Code Violation Report

Twin Oaks Trailer Park	No water to residents		Twin Oaks Place NE, LLC Randy Skillin, 639 E Mckinley Ave, Fresno, CA	Phone Call	Tim spoke with Carrisa Foreman, property manager for Twin Oaks Trailer Park, she stated they had problems getting plumbers to respond and ended up digging up the water line and repairing it themselves and that water was restored Saturday 3-13-2021. Water was out only 2 days and they supplied water to the residents during the outage.
410 E Seward	Junk in the yard, travel trailers with doors open and windows knocked out	3/31/2021	Bob Payne Jr		Chief Peters and Tim Dworak drove by and assessed the property. Seward PD will hand deliver a letter notating a list of nuisances to be taken care of.
					Bill Arkel CSO drove past the property and viewed a camper parked on the grass. He left a door hanger. A letter will be hand delivered notating the nuisances.
Proposed Street North of 1645 Augusta Dr	Sediment running into adjacent property	3/25/2021	Steve Conner - Developer	Phone Call	Bill Arkel CSO went and viewed there was mud running off into the rear yard. A fence post broken. Bill will call Steve Conner the developer to correct the issue. Bill was able to contact Steve Conner. Conner said he would fix the issue.
145 S 3rd	Car parked in the grass. Trash all over the property. Multiply loose trash bags not stored in a recepticle. Firepit on the front porch.	3/12/2021	Patricia Johnson	In Person	Bill Arkel reported he did not see any trash blowing around. There was a firepit on the porch. The SUV was parked on the grass. The resident did not answer the door. Bill talked to a son and the son said the trash was an issued with Trash Panda and that is resolved. They are now aware they cannot park on the grass.
614 North Ave	Trailer parked on the grass and in the sight triangle	3/12/2021	Cathy Eberhardt 812 K St Geneva, NE 68361	Phone	The current resident called and spoke with Tim and agreed to move the trailer onto the driveway. After inspection the trailer on the driveway does not obstruct the sight triangle.
		3/9/2021		In Person	Bill Arkel made contact with the resident to move the trailer. The trailer was turned 90° but still parked on the grass next to the garage, still in the sight trinagle of the intersection. Bill will make contact with the resident again.

OPEN Property Maintenance Code Violation Report

211 S 4th 443 Main St 523 Main	Ice Accumulation	2/24/2021	Middle Creek Ranch Conrad Trevino Charles Wisehart	In Person	Bill Arkel will make contract about cleaning the ice off of the sidewalk.
504 N 8th	Parking in ROW Between sidewalk and Street. Sight Triangle	2/26/2021	Gene Selby	Phone Call	Bill Arkel made contact with Gene to inform him he was not allowed to park between the street and sidewalk. He called to get a permit. It has been determined that he can not park in that location due to a sight triangle issue. Dworak called and left a message with Gene.
703 S 1st St	RV is hooked up to electricity full time and is being lived in	2/9/2021	Christopher William Wilcox	in Person	Bill Arkel visited the RV and reported no new footprints in the snow and the electrical cord had been removed from the RV
1750 Kolterman Ave	Snow/Ice Removal	2/9/2021	Sherry Reinert	in Person	Bill Arkel will make contact about clearing the sidewalk
316 N 6th	snow/ice removal not taken place within 5 hours of snowfall cessation	1/31/2021	Gary Pomeranke	in Person	Bill Arkel went to the residence and left a message to clear the sidewalk. The sidewalk was cleared within 24 hrs. The sidewalk continues to be cleared with subsequent snow occurrences.
319 Seward	Snow/ice removal	1/28/2021	Patricia Johnson	Phone Call	Bill Arkel called and informed Patricia that she need to have the sidewalk cleared. It was cleared within 24 hrs
2020					



City of Seward Police Department

Monthly Statistics June 2021

Service Calls	496
Accidents	5
Arrests	4
Citations	31
Warnings	86
Parking Tickets	14

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

SALARY CERTIFICATION LIST (UPDATED JULY, 2021)

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

CLASS TITLE	NO. OF EMPLOYEES	PAY RANGE
Utility Billing/Account Clerk	1	17.74
Account Clerk III	1	22.95
Administrative Asst	1	19.80
Mun. Bldg. Admin. Asst.	1	18.36
Library Assistant II/Social Media/IT	2	17.00-21.52
PT Library Assistant I/Children Outreach	2	13.59-14.60
PT Library Assistant I/Community Outreach	2	14.60
PT Library Clerk	6	10.11-12.60
PT Civic Center Assistant	4	9.91
Custodian	2	19.13
Electric Line Crew Chief	1	39.43
Electric Journeyman Lineman	2	35.98-36.13
Electric Lineman	3	25.89-26.75
Seasonal Electric Groundman	1	22.31
Meter Maintenance Utility Worker	1	21.68
Public Properties Maintenance Worker	5	17.87-20.43
Seasonal Summer Laborer	9	12.90-13.41
Seasonal Golf Shop Worker	9	9.94-11.26
Asst. Pub. Prop. Director	1	23.72
Street Maint. Worker III	1	21.68
Street Maint. Worker II	1	19.15
Street Maint. Worker I	2	17.41-17.44
Street Foreman	1	23.92
PT Recycling Center Worker	2	11.80-13.46
Water/Wastewater Facility Maint. Supervisor	1	27.77
Wastewater Treatment/Water Plant Operator	1	22.26
Water/Wastewater Seasonal Laborer	1	12.90
Utility Maint. Worker I	3	20.51-22.69
Senior Utility Maint. Worker II	1	28.88
Aging Serv. Commission Asst.	1	17.96
Seasonal Pool Manager	2	13.49
Seasonal Pool Asst. Manager	5	10.70-12.40
Seasonal Pool Lifeguard	26	9.91-10.19
Seasonal Pool Office Worker	10	9.91-10.88
Seasonal Pool Swim Guard Instructor	2	11.19-12.15
Seasonal Pool Lesson/Water Safety Instructor	2	11.01
Swim Lesson Aide	6	6.61
Police Officer I	3	23.32-24.98
Police Officer II	4	23.49-27.90
Police Sergeant	2	27.48-28.58
Admin. Secretary/Records Clerk	1	20.78
Community Service Officer	1	14.03
City Administrator	1	10,019.00
Chief of Police	1	7,048.00
City Engineer	1	\$ 8,053.00
Police Captain	1	\$ 5,809.00
Electric Superintendent	1	\$ 7,363.00
Public Properties Director	1	\$ 6,136.00
City Clerk/Human Resources Director	1	\$ 5,083.00
Water/Wastewater Director	1	\$ 7,276.00
Street Superintendent	1	\$ 5,236.00
Finance Director/Treasurer	1	\$ 6,778.00
Library Director	1	\$ 5,474.00
Golf Course Grounds Supt.	1	\$ 5,017.00
Bldg./Zoning/Code Enforcement Director	1	\$ 4,746.00
Asst. Recreation Director	1	\$ 3,570.00
Golf Shop Manager	1	\$ 3,575.00
Asst. Library Director	1	\$ 4,113.00
Civic Center Manager	1	\$ 2,994.00
Mayor	1	5,000.00/yr
Councilmember	8	2,400.00/yr

NOTICE OF PUBLIC HEARING
CONSIDERATION OF ACQUISITION OF REAL PROPERTY

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Mayor and Council of the City of Seward Nebraska at 7:00 p.m. on Tuesday, July 20, 2021 in the Council Chambers at the Municipal Building, 142 N 7th Street. Said public hearing will be on the City of Seward's proposed acquisition of real property commonly referred to as 730 Jackson Street, City of Seward, Seward County, Nebraska, legally described as follows:

Lot Nine (9), in Block Thirty Nine (39), Cloyd's Addition to the City of Seward, Seward County, Nebraska aka 730 Jackson Ave Seward NE

All persons interested may appear and be heard.

Derek Bargmann
City Clerk

Posted this 8th day of July, 2021

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into on July 20, 2021, by and between Scott and Sheila Pekarek (collectively the "Seller"), and the City of Seward, Nebraska, a Nebraska municipal corporation (the "Buyer").

RECITALS

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

Lot Nine (9) in Block Thirty-nine (39), Cloyd's Addition to the City of Seward, Seward County, Nebraska also known as 730 Jackson Avenue, Seward, Nebraska.

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

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

1. Transfer of Property.

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

1.2 Purchase Price and Payment. Buyer shall pay to Seller One Hundred Thirty Thousand Dollars (\$130,000) (the "Purchase Price"), of which One Thousand Dollars (\$1,000) ("Earnest Money Deposit") and made payable to Title Services of Blue Valley, LLC ("Title Company"), upon execution of this Agreement, and the balance, without interest, of One Hundred Twenty-Nine Thousand Dollars (\$129,000) shall be payable at Closing, subject to adjustments and prorations as herein provided.

1.3 Closing. The Closing of the purchase and sale of the Property shall take place on or before September 30, 2021 at the Title Company's office located in Seward, Nebraska or at such other time, date and place as the parties may mutually agree (the "Closing").

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

1.5 Title Insurance. Prior to Closing, Seller shall furnish Buyer with a commitment for an owner's policy of title insurance with copies of all easements in the amount of Purchase Price, which insures marketable title to the Property, subject only to

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

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

1.7 Environmental; Tests. Buyer shall have thirty (30) days after execution of this Agreement (the "Testing Period"), at Buyer's own expense, to enter the Property to undertake an environmental audit, testing, samplings, clean-up soil tests, core drillings, engineering tests and studies, and to complete any other inspections, tests, investigations, surveys, physical assessments, financial assessments and studies of the Property that Buyer deems necessary in Buyer's sole and absolute discretion (collectively "Tests") of the Property, for which purposes Seller shall allow Buyer and Buyer's agents reasonable access. Buyer agrees to indemnify, defend and hold harmless Seller from and against all claims for injuries to persons on or damage to the Property caused by the acts of Buyer or its agents or caused by the Tests of the Property. Buyer shall have thirty (30) days after the Testing Period, or mutually-agreed extensions thereof, in which to notify the Seller that based upon the results of the Tests, Buyer has determined, in Buyer's sole discretion, that the condition of the Property is not suitable for Buyer's intended uses of the Property. In the event of such notice from the Buyer to the Seller on or before the thirtieth (30th) day after expiration of the Testing Period (or such mutually-agreed extended deadline), this Agreement shall be null and void, the parties shall have no further obligations hereunder and the Earnest Money Deposit shall be returned to Buyer.

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

1.9 Personal Property. Buyer and Seller stipulate and agree that Seller shall be allowed to retain the HVAC system and all kitchen appliances located at or attached to the Property, including but not limited to refrigerator, oven/stove, and dishwasher. Seller shall, at its own expense, remove the above-listed items from the Property prior to the Closing. All personal property left at the Property at the time of the Closing shall become personal property of the Buyer.

1.10 Tenants. Sellers shall remove all tenants from the Property. Property shall be completely vacated at least seven (7) days prior to Closing.

2. Representations and Warranties.

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

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

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

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

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

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

Buyer has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Seller to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby. Buyer acknowledges that Kelly R. Hoffschneider of Hoffschneider Law, P.C., LLO is a licensed real estate broker in the State of Nebraska, but has not been retained in that capacity.

3. Default

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

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

4. Miscellaneous.

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

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

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

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

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

If to Seller: Scott and Sheila Pekarek
730 Jackson Avenue
Seward, NE 68434

If to Buyer: Greg Butcher
P.O. Box 38
537 Main Street
Seward, NE 68434

With a Copy to: Kelly R. Hoffschneider
Hoffschneider Law, P.C., LLO
1120 K Street, Suite 200
Lincoln, NE 68508

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

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

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

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

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

The rest of this page is left intentionally blank. The signatures of the parties are on the following pages.

SELLER:

Scott Pekarek

Sheila Pekarek

BUYER:

CITY OF SEWARD

Joshua Eickmeier, Mayor

RESOLUTION NO. 2021-12

CITY OF SEWARD, NEBRASKA

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA
AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY FOR USE BY THE CITY.

Recitals

A. Scott Pekarek and Sheila Pekarek, own certain real property located in Seward County and more particularly described as follows:

Lot Nine (9), in Block Thirty Nine (39), Cloyd's Addition
to the City of Seward, Seward County, Nebraska aka 730
Jackson Ave Seward NE

B. The City's acquisition of the above described real property will benefit the City and its residents for the development of the planned construction of a new water tower.

C. Neb. Rev. Stat. § 18-1755 and Seward Municipal Code § 340-1.9 authorizes the City to acquire real property upon approval of the acquisition by action taken in a public meeting after notice and public hearing.

D. The City has held a public hearing and desires to purchase the real property.

NOW THEREFORE, be it resolved by the City of SEWARD, Nebraska:

1. The City hereby approves the acquisition of real property from Scott Pekarek and Sheila Pekearek, in accordance with the authority under Nebraska law and the Seward Municipal Code.

2. The Mayor of the City is hereby authorized to execute a Purchase Agreement and to take all actions necessary to effectuate the acquisition of real property from Scott Pekarek and Sheila Pekarek.

This has been approved as of the ____ day of _____, 2021.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

(Seal)

NOTICE OF PUBLIC HEARING
CONSIDERATION OF ACQUISITION OF REAL PROPERTY

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Mayor and Council of the City of Seward Nebraska at 7:00 p.m. on Tuesday, July 20, 2021 in the Council Chambers at the Municipal Building, 142 N 7th Street. Said public hearing will be on the City of Seward's proposed acquisition of real property commonly referred to as 740 Jackson Street, City of Seward, Seward County, Nebraska, legally described as follows:

The South Half of Lots Seven (7), and Eight (8), Block Thirty-nine (39), Cloyd's Addition to the City of Seward, Seward County, Nebraska

All persons interested may appear and be heard.

Derek Bargmann
City Clerk

Posted this 8th day of July, 2021

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into as of July 20, 2021, by and between Lance C. Korell and Tae'lor Purdy (collectively the "Seller"), and the City of Seward, Nebraska, a Nebraska municipal corporation (the "Buyer").

RECITALS

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

The South Half of Lots Seven (7) and Eight (8), Block Thirty-nine (39), Cloyd's Addition to the City of Seward, Seward County, Nebraska also known as 740 Jackson Avenue, Seward, Nebraska.

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

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

1. Transfer of Property.

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

1.2 Purchase Price and Payment. Buyer shall pay to Seller One Hundred Thirty Five Thousand Dollars (\$135,000) (the "Purchase Price"), of which One Thousand Dollars (\$1,000) ("Earnest Money Deposit") and made payable to Title Services of Blue Valley, LLC ("Title Company"), upon execution of this Agreement, and the balance, without interest, of One Hundred Thirty Four Thousand Dollars (\$134,000) shall be payable at Closing, subject to adjustments and prorations as herein provided.

1.3 Closing. The Closing of the purchase and sale of the Property shall take place on or before August 31, 2021 at the Title Company's office located in Seward, Nebraska or at such other time, date and place as the parties may mutually agree (the "Closing").

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

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

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

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

1.7 Environmental; Tests. Buyer shall have thirty (30) days after execution of this Agreement (the "Testing Period"), at Buyer's own expense, to enter the Property to undertake an environmental audit, testing, samplings, clean-up soil tests, core drillings, engineering tests and studies, and to complete any other inspections, tests, investigations, surveys, physical assessments, financial assessments and studies of the Property that Buyer deems necessary in Buyer's sole and absolute discretion (collectively "Tests") of the Property, for which purposes Seller shall allow Buyer and Buyer's agents reasonable access. Buyer agrees to indemnify, defend and hold harmless Seller from and against all claims for injuries to persons on or damage to the Property caused by the acts of Buyer or its agents or caused by the Tests of the Property. Buyer shall have thirty (30) days after the Testing Period, or mutually-agreed extensions thereof, in which to notify the Seller that based upon the results of the Tests, Buyer has determined, in Buyer's sole discretion, that the condition of the Property is not suitable for Buyer's intended uses of the Property. In the event of such notice from the Buyer to the Seller on or before the thirtieth (30th) day after expiration of the Testing Period (or such mutually-agreed extended deadline), this Agreement shall be null and void, the parties shall have no further obligations hereunder and the Earnest Money Deposit shall be returned to Buyer.

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

1.9 Personal Property. Buyer and Seller stipulate and agree that Seller will keep all laundry appliances and kitchen appliances including but not limited to refrigerator, oven/stove, range, microwave and dishwasher.

2. Representations and Warranties.

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

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

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

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

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

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

Buyer has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Seller to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby. Buyer acknowledges that Kelly R. Hoffschneider of Hoffschneider Law, P.C., LLO is a licensed real estate broker in the State of Nebraska, but has not been retained in that capacity.

3. Default

3.1 Default of Seller. If Buyer shall perform all of its obligations and terms of this Agreement, and Seller shall default in the performance of any of the terms and conditions of this Agreement, Buyer may elect to terminate this Agreement, and shall be entitled to a return of the Earnest Money Deposit under Paragraph 1.2 of this Agreement,

and to pursue any other legal or equitable remedies against Seller, including, without limitation, a suit for specific performance.

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

4. Miscellaneous.

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

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

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

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

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

If to Seller: Lance C. Korell and Tae'lor Purdy
740 Jackson Avenue
Seward, NE 68434

If to Buyer: Greg Butcher
P.O. Box 38
537 Main Street
Seward, NE 68434

With a Copy to: Kelly R. Hoffschneider
Hoffschneider Law, P.C., LLO
1120 K Street, Suite 200
Lincoln, NE 68508

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

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

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

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

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

The rest of this page is left intentionally blank. The signatures of the parties are on the following pages.

SELLER:

Lance C. Korell

Tae'lor Purdy

BUYER:

CITY OF SEWARD

Joshua Eickmeier, Mayor

RESOLUTION NO. 2021-13

CITY OF SEWARD, NEBRASKA

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA
AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY FOR USE BY THE CITY.

Recitals

- A. Lance C. Korell and Tae'lor Purdy, own certain real property located in Seward County and more particularly described as follows:

The South Half of Lots Seven (7), and Eight (8), Block
Thirty-nine (39), Cloyd's Addition to the City of Seward,
Seward County, Nebraska

- B. The City's acquisition of the above described real property will benefit the City and its residents for the development of the planned construction of a new water tower.
- C. Neb. Rev. Stat. § 18-1755 and Seward Municipal Code § 340-1.9 authorizes the City to acquire real property upon approval of the acquisition by action taken in a public meeting after notice and public hearing.
- D. The City has held a public hearing and desires to purchase the real property.

NOW THEREFORE, be it resolved by the City of SEWARD, Nebraska:

1. The City hereby approves the acquisition of real property from Lance C. Korell and Tae'lor Purdy, in accordance with the authority under Nebraska law and the Seward Municipal Code.

2. The Mayor of the City is hereby authorized to execute a Purchase Agreement and to take all actions necessary to effectuate the acquisition of real property from Lance C. Korell and Tae'lor Purdy.

This has been approved as of the ____ day of _____, 2021.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

(Seal)

RESOLUTION NO. 71221

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

NOW THEREFORE BE IT RESOLVED BY THE AIRPORT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA, that the Seward Airport Authority hereby authorizes that the preliminary request for levy allocation for Fiscal Year 2021-2022 for the Airport is \$0.0350 per \$100 of property value.

The Seward Airport Authority Chairman declared the resolution adopted.

Dated : July 12, 2021

SEWARD AIRPORT AUTHORITY


Marvin Siefert
Chairman

**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: CASEY'S RETAIL COMPANY

Premise information

Liquor License Number: 121561 Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: CASEY'S GENERAL STORE 2730

Premise Street Address: 2730 2605 PROGRESSIVE RD

City: SEWARD County: DAWSON Zip Code: 691302700

Premise Phone Number: 3087845139

Premise Email address: MIKAEL.LAGE@CASEYS.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](#).

Julia V. Polowski CASEY'S RETAIL COMPANY SECRETARY/OFFICER

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)



2100007201

0400
0219

**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



FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

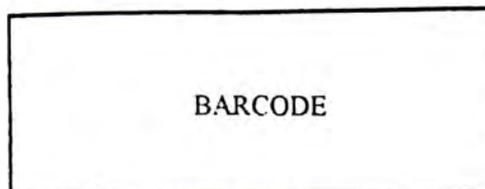
- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**. corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, spouse must:

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required



0460
019

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: CARTER First Name: KRYSTAL MI: M

Home Address: 1616 NW 54th Ct.

City: Lincoln County: Lancaster Zip Code: 68528

Home Phone Number: 515-782-2301

Driver's License Number & State: [REDACTED]

Social Security Number: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Lincoln Nebraska

Email address: KRYSTAL.CARTER@CASEYS.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: _____ First Name: _____ MI: _____

Social Security Number: _____

Driver's License Number & State: _____

Date Of Birth: _____ Place Of Birth: _____

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
Palmyra, Ne.	2017	2018			
Bennet, Ne.	2011	2017			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2009	2021	Casey's General Stores	Dave Johnson	605-370-4654
2008	2009	Picture Me Portraits	No longer in business	N/A

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
Krystal Carter	Jan 2021	Lincoln Ne	SPD 11-15 MPH	Paid Citation

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):

CASEY'S GENERAL STORES - MULTIPLE NEBRASKA STORES- PLEASE SEE LIST

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: 6/22/2021 Name on Certificate: Krystal Marie Carter

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
KRYSTAL MARIE CARTER	6/22/2021	RBST

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Krystal Carter Region Director	Aug 2009	Casey's General Stores Nebraska Locations

5. Have you enclosed form 147 regarding fingerprints?

YES NO



City of Seward
Police Department
Chief Brian W. Peters

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

July 19, 2021

Derek Bargmann
City Clerk
City of Seward, Nebraska

RE: Liquor License Application – Casey's General Store (2605 Progressive Road)

Derek,

There are no pertinent negative contacts on record with the Seward Police Department regarding Krystal M. Carter. Therefore, we recommend approval of her Manager Application to the Nebraska Liquor Control Commission.

Feel free to contact me if you have any questions.

Regards,

Brian W. Peters
Chief of Police

RESOLUTION NO. 2021-14

WHEREAS, the City Engineer has prepared and presented an updated One Year and Six Year Plan for Street Improvement Program for the City of Seward, Nebraska, and

WHEREAS, a public hearing was held on the 6th day of July, 2021, to present this plan and there were no objections to said plan;

THEREFORE, BE IT RESOLVED BY THE Mayor and the City Council of the City of Seward, Nebraska, that the plans and data as furnished are hereby in all things accepted and adopted.

Mayor Eickmeier declared the resolution adopted.

Dated: July 20, 2021

Joshua Eickmeier, Mayor

ATTEST: _____
Derek Bargmann
City Clerk

(SEAL)

**ORDINANCE NO. 2021-16
CITY OF SEWARD, NEBRASKA**

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

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

Lots 8 & 9, Seward Rail Campus PUD First Addition, Corrected Plat located in the SE 1/4 of Sec. 29, T11N, R3E of the 6th P.M., Seward County, Nebraska.

Herein after referred to as "Property".

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

SECTION 3. The City desires to convey the Property to Malt Investments, LLC.

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

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

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

Passed and approved this _____ day of _____, 2021

CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

(SEAL)

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into on July ____, 2021, by and between City of Seward, Nebraska (the "Seller"), and Malt Investments LLC (the "Buyer").

RECITALS

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

Lots 8 & 9, Seward Rail Campus PUD First Addition, Corrected Plat located in the SE 1/4 of Sec. 29, T11N, R3E of the 6th P.M., Seward County, Nebraska.

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

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

1. Transfer of Property.

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

1.2 Purchase Price and Payment. Buyer shall pay to Seller Four Thousand Dollars (\$4,000) (the "Purchase Price"), of which Four Hundred Dollars (\$400) (the "Earnest Money Deposit") will be delivered to Title Services of Blue Valley ("Title Company"), upon execution of this Agreement, and the balance, without interest, of Three Thousand Six Hundred Dollars (\$3,600) shall be payable at Closing, subject to adjustments and prorations as herein provided.

1.3 Closing. The Closing of the purchase and sale of the Property shall take place on August 20, 2021 at the Title Company's office located in Seward, Nebraska or at such other time, date and place as the parties may mutually agree (the "Closing").

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

1.5 Title Insurance. Prior to Closing, Seller shall furnish Buyer with a commitment for an owner's policy of title insurance with copies of all easements in the amount of Purchase Price, which insures marketable title to the Property, subject only to easements and restrictions of record that are acceptable or deemed acceptable to Buyer.

Absent timely objection, any easement or restriction identified in the commitment shall be deemed acceptable to Buyer. Seller shall have a reasonable period to cure any unacceptable easement or restriction. The premium for the owner's title insurance policy and the closing fee of the Title Company shall be divided equally between Seller and Buyer.

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

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

2. Representations and Warranties.

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

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

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

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

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

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

3. Default

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

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

4. Miscellaneous.

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

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

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

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

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

address or to such other address as any party hereto may from time to time in writing designate to the other parties:

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

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

If to Buyer: Malt Investments LLC
2450 Redwood Road
Seward, NE 68434

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

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

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

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

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

The rest of this page is left intentionally blank. The signatures of the parties are on the following pages.

SELLER:

City of Seward, Nebraska

By: _____
Joshua Eickmeier, Mayor

STATE OF NEBRASKA)
)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Joshua Eickmeier, Mayor of the City of Seward, Seller.

Notary Public

BUYER:

Malt Investments LLC

By: _____
Its: Managing Member, Thomas K. Thalls

STATE OF NEBRASKA)
)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Thomas K. Thalls, Managing Member of Malt Investments LLC, Buyer.

Notary Public

JOB TITLE: DEPUTY TREASURER (Salaried: Exempt)

ACCOUNTABILITY: Under the direction of the Finance Director/Treasurer and in compliance with State Statute and City Code

JOB SUMMARY: Responsible for the accounts payable process and related duties; issuing cemetery deeds and maintaining related office records; processing and posting City department daily receipts; assists with and serving as backup for the preparation and maintenance of the utility billing records and related duties; backup for the preparation and maintenance of the fund accounting records and monthly financial statements; backup for bi-weekly payroll processing and related reports; backup for daily reconciliation of cash drawer

ESSENTIAL DUTIES AND RESPONSIBILITIES: Responsible for the accounts payable process which includes the bi-weekly claim/check writing, entering invoices, check writing, mailing and filing paid claims, preparing credit card payment, recording and managing inventory records, maintaining depreciation records, maintaining sales tax records and filing sales tax returns, maintaining fuel excise tax records and filing related return, budget monitoring, maintaining vendor accounts including W-9's and filing year-end 1099's as required; preparation of annual Lodging Tax return; preparation of annual Waste Reduction NE Form 94; assists with the preparation and maintenance of accounting records, prepares requested claims documentation and other items during annual financial statement audit; exercise judgement to provide leadership, insight and guidance to Accounting & Finance Staff; serve as acting Treasurer in the absence of the Finance Director/Treasurer; serve as a backup for payroll including all reports for taxes, insurance, deductions and end of the year reports; serves as backup for the preparation of the Seward Airport Authority financial statements; serves as backup for month-end balances and financial statement preparation; assists with and serves as backup for Utility billing duties which include monitoring, preparation, distribution and maintenance of utility bills; operates the computer, typewriter, calculator, base radio, cash register, fax and copy machine in daily activities.

ADDITIONAL DUTIES AND RESPONSIBILITIES: Waits on walk-in customers and answers telephone calls; assists Department Heads with questions regarding accounting records, and reports; assists with bank reconciliation duties; assists in the maintenance of employee benefit records; performs other related duties as directed.

SKILLS/ABILITIES: Ability to complete tasks on tight deadlines with accuracy; knowledge of basic accounting principles; experience working with Microsoft Excel; good communication skills required to effectively communicate daily with City employees and the public; ability to attend training sessions and/or conferences in town or out of town; ability to stand and/or sit for long periods of time.

TRAINING AND EXPERIENCE: Graduation from High School and five years of experience in accounts payable and related bookkeeping and accounting work; certification or designation in accounts payable is preferred; experience working with Microsoft Office 365 Suite is preferred; must be able to be bonded.

Updated 07/2021

JOB TITLE: DEPUTY CLERK/FINANCE DIRECTOR/ASSISTANT TREASURER (Salaried - Exempt)

ACCOUNTABILITY: Under the direction of the Assistant Administrator/Clerk-Treasurer/Budget & Human Resource Director

JOB SUMMARY: Responsible for preparation and maintenance of the fund accounting records and monthly reports; responsible for processing Payroll and related duties; responsible for tracking bids, available funding, construction and engineering costs associated with capital projects or large projects; assists in the communication and interpretation of policies and procedures as directed; in absence of Administrator Assistant/Clerk-Treasurer performs his/her duties as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Responsible for performing the monthly fund accounting, reports and claim writing duties including noting any budget inconsistencies; maintains the capital project file tracking bids, revenues and expenses; processes bi-weekly payroll and completes all reports for taxes, insurance, deductions and end of the year reports; maintains the central filing system of the City; answers telephone calls and waits counter; tracks bond payment schedules and processes payments; exercises judgement concerning knowledge of the City's laws, regulations, and procedures with overview/approval of Administrator Assistant/Clerk-Treasurer; operates a computer, typewriter, calculator, base radio, fax and copy machine in daily activities.

ADDITIONAL DUTIES AND RESPONSIBILITIES: Confers with Administrator Assistant/Clerk-Treasurer on personnel matters; assists Department Heads with bill signing responsibilities; assists with Council and Committee meeting agendas, attends meetings and prepares minutes as directed; oversees licensing requirements for occupation taxes, garbage haulers licenses, tobacco permits, coin-op permits, fireworks and handicap parking permits; provides assistance to auditors during field work and performs end-of-the year and adjusting accounting entries; assists in Utility billing duties when necessary; files small claims and/or garnishment actions and follow-up; assists in the training of subordinate clerical personnel; assists with investment opportunities for the City; assists with duties associated with the Seward Airport Authority; assists in sorting incoming mail; assists with Civil Service duties on an as needed basis; may perform daily reconciliation duties; may provide clerical support for the Mayor and City Administrator.

SKILLS/ABILITIES: Good oral and written communication skills required to effectively communicate on a daily basis with elected and appointed officials, City employees and the public; high degree of organizational skills required to effectively administer City programs; ability to stand and/or sit for long periods of time; ability to work overtime hours if necessary; ability to attend meetings and/or conferences in town or out of town; ability to type from copy at a rate of 60 wpm.

TRAINING AND EXPERIENCE: Graduation from high school and three years of accounting experience; two to three years of experience with various computer programs and functions; three years of supervisory or lead experience; or any equivalent combination of experience or training.

Updated 09/2012

JOB TITLE: PAYROLL CLERK (Hourly: Non-exempt)

ACCOUNTABILITY: Under the direction of the Finance Director/Treasurer

JOB SUMMARY: Primarily responsible for the City's payroll process and all related duties (approximately 75 employees - 140 employees during summer months); secondary responsibilities include processing and posting daily receipts of the City, backup for the preparation of monthly financial statements.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Responsible for the bi-weekly payroll process which includes reviewing electronic timesheets and working with Department Heads to ensure the timesheets are accurate, reviewing for proper withholdings, creating ACH files, posting payroll journal to the general ledger, recording the accrual and use of paid leave, submitting Federal and State tax deposits, submitting pension contributions, submitting child support withholdings, submitting payments for all employee benefits, and maintaining sound payroll records under the necessary document retention requirements; responsible for the preparation of quarterly payroll tax returns including Federal and State 941's and unemployment returns; prepares annual payroll tax filings including Forms W-2, W-3, Forms 1095, Form 720 PCORI Fee etc.; performs quarterly audit of pension contributions to accounting records; maintaining payroll employee master file including adding and removing employees, updating pay rates, and updating insurance rates and other withholdings; reconciles payroll bank account on a monthly basis; prepares all requested payroll records for annual financial statement audit; assists the Finance Director in the budget process by providing payroll projections and other forecasted information; operates the computer, typewriter, calculator, base radio, cash register, fax and copy machine in daily activities.

ADDITIONAL DUTIES AND RESPONSIBILITIES: When not preparing payroll, the candidate will be available to wait on walk-in utility customers and answer telephone calls; assist employees with questions regarding their payroll, performs other related duties as directed.

SKILLS/ABILITIES: Ability to complete tasks on tight deadlines with accuracy; knowledge of basic accounting principles; experience working with Microsoft Excel; good communication skills required to effectively communicate daily with City employees and the public; ability to attend training sessions and/or conferences in town or out of town; ability to stand and/or sit for long periods of time.

TRAINING AND EXPERIENCE: Two years of combined education/training/experience in a payroll related function OR Associates degree in a related field; certification or designation such as Certified Payroll Professional (CPP) is preferred; experience working with Microsoft Office 365 Suite is preferred.

Updated 07/2021

JOB TITLE: ACCOUNT CLERK III (Hourly: Non-exempt)

ACCOUNTABILITY: Under the direction of the Administrator Assistant/Clerk-Treasurer.

JOB SUMMARY: Responsible for processing check writing and related duties; responsible for recording and managing inventory records, tags and depreciation; assists with processing daily reconciliation duties; assists with the daily monitoring and trouble shooting of the automated meter reading (AMR) system along with the preparation and maintenance of the utility billing records and related duties; assists in the preparation and maintenance of the fund accounting records and monthly reports; assists with bi-weekly payroll processing and related reports.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Responsible for bi-weekly claim/check writing and related duties; assists with the preparation and maintenance of accounting records, monthly reports and payroll including all reports for taxes, insurance, deductions and end of the year reports; assists with Utility billing duties which include monitoring, processing and trouble-shooting the automated meter reading (AMR) system and working with the Electric and W/WWTW Department personnel in this process; assists with preparation, distribution and maintenance of utility bills; exercises judgement concerning issues related to utility billing including the AMR system, rates and enforcement of City Codes with overview/approval of the Administrator Assistant/Clerk-Treasurer; records, updates and oversees inventory processing and depreciation reports for all departments; assists with, and reviews recommendations related to utility rate amendments; operates the computer, typewriter, calculator, base radio, cash register, fax and copy machine in daily activities.

ADDITIONAL DUTIES AND RESPONSIBILITIES: Waits counter trade and answers telephone calls; assists Department Heads with questions regarding accounting records, and reports; assists with bank reconciliation duties; assists in the maintenance of employee benefit records; performs other related duties as directed.

SKILLS/ABILITIES: Knowledge of basic and computerized accounting principles; good communication skills required to effectively communicate on a daily basis with City employees and the public; ability to type from copy at a rate of 40 wpm; ability to work overtime hours if necessary; ability to attend training sessions and/or conferences in town or out of town; ability to stand and/or sit for long periods of time.

TRAINING AND EXPERIENCE: Graduation from High School and two to three years of experience with various computer programs and functions; two years of experience with bookkeeping or accounting work, or any equivalent combination of experience or training.

Updated 2/2010

ORDINANCE NO. 2021-17

AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO PROVIDE FOR A TITLE CHANGE FOR DEPUTY TREASURER, PAYROLL CLERK AND POLICE CAPTAIN; 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 IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEWARD, NEBRASKA:

Section 1. CLASSIFICATION, RANGES OF COMPENSATION. The classification of officers and employees of the City of Seward, Nebraska, pay grades and ranges of compensation for such classification are as follows:

2020-2021 SALARY SCHEDULE
PAY RANGE RATES

<u>POSITION</u>	(20)	CLERICAL (HOURLY)	
		<u>MINIMUM</u>	<u>MAXIMUM</u>
(A) CLERICAL (HOURLY)			
Account Clerk III Payroll Clerk		17.03	22.86
Utility Billing/Account Clerk		15.81	20.96
Administrative Assistant		14.57	19.80
Admin Assistant - Municipal Bldg		14.04	18.36
Library Assistant II/Social Media/IT		16.36	21.52
Library Assistant I/Community Outreach		12.50	14.60
Library Assistant I/Children's Services		11.90	14.60
Library Clerk I		10.11	12.60
Aging Services Commission Assistant		14.30	19.11
Golf Shop Seasonal Employee		9.94	12.06
(B) LABOR & TRADES (HOURLY)			
Civic Center Assistant		9.91	11.59
Custodian		12.85	19.13
Electric Line Crew Chief		29.57	39.08
Electric Journeyman Lineman		27.45	36.96
Electric Lineman		25.06	31.73

Electric Service Technician	24.15	30.05
Electric Seasonal Groundman	18.92	22.31
Meter Maintenance Utility Worker	16.18	21.68
Assistant Public Properties Director	21.05	24.35
Public Properties Maintenance Worker	14.53	21.21
Street Division Foreman	22.19	28.66
Street Maintenance Worker III	17.19	23.14
Street Maintenance Worker II	15.74	21.14
Street Maintenance Worker I	14.50	19.15
Recycling Center Worker	10.14	14.57
Facility Maintenance Supervisor	22.83	30.63
WW Treatment/Sanitary System Operator	19.81	26.35
Senior Utility Maintenance Worker II	20.86	28.30
Utility Maintenance Worker II	19.75	26.98
Utility Maintenance Worker I	16.96	22.60
Water/Wastewater Seasonal Laborer	12.90	13.41
Summer Seasonal Laborer	12.90	13.41
Pool Manager	12.11	14.32
Assistant Pool Manager	10.46	12.40
Swim Program Coordinator	10.19	12.05
Lifeguard	9.91	11.01
Pool Office/Concession Work	9.91	11.01
Water Safety Instructor	9.91	11.01
Swim Lesson Aide	6.61	7.16

I PUBLIC SAFETY (HOURLY)

Police Sergeant	23.68	31.28
Police Officer II	20.86	27.72
Police Officer I	19.97	26.61
Administrative Secretary/Records Clerk	15.13	20.37
Community Service Officer	13.41	18.38

(D) SUPERVISORY, TECHNICAL & ADMINISTRATIVE (MONTHLY)

City Administrator	9,545	10,288
Chief of Police	6,147	7,541
City Engineer	6,040	8,053
Asst. Chief of Police <u>Police Captain</u>	5,326	6,251

Electric Superintendent	5,491	7,253
Public Properties Director	5,155	6,410
City Clerk/Human Resources Director	5,083	7,056
Water/Wastewater Director	4,887	7,261
Street Superintendent	4,711	5,952
Finance Director/Treasurer	5,125	6,773
Library Director	4,297	5,389
Deputy Clerk/Fin Director/Asst. Treasurer	4,293	5,250
<u>Deputy Treasurer</u>	4,293	5,250
Golf Course Grounds Superintendent	4,293	5,007
Building/Zoning/Code Enforcement Director	4,215	5,278
Assistant Recreation Director	3,001	3,904
Golf Shop Manager	3,001	3,905
Assistant Library Director	2,994	4,048
Civic Center Manager	2,994	3,455

Section 2. LONGEVITY PAY. Each employee, who is a full-time employee, will, for each two years of service to the City, receive five dollars (\$5.00) per month in addition to the established base pay in his classification as set forth in Section One of this ordinance.

Section 3. COMPENSATION PAYABLE BIWEEKLY. The compensation and salary fixed for the respective officers and employees of the City by this ordinance shall be paid biweekly.

Section 4. PART-TIME EMPLOYEES. Persons employed by the City on a part-time or occasional basis shall be paid on an hourly rate and at such time as shall be fixed by the Mayor and Council by motion.

Section 5. REPEAL. Any City of Seward ordinance, resolution, or employee handbook or part of any ordinance, resolution, or employee handbook of the City of Seward, Nebraska in conflict with this Ordinance is hereby repealed to the extent of such conflict.

Section 6. WHEN OPERATIVE. This ordinance shall be effective after its approval, passage and publication as required by law and the ordinances of the City.

Passed and approved this _____ day of _____, 2021.

ATTEST:

THE CITY OF SEWARD, NEBRASKA

Derek Bargmann
City Clerk

Joshua Eickmeier, Mayor

2020-2021 - TITLE CHANGE (EFFECTIVE JULY 20, 2021)

POSITION	CLERICAL (HOURLY)								
	1	2	3	4	5	6	7	8	9
PAYROLL CLERK	17.03	17.76	18.48	19.21	19.94	20.67	21.40	22.13	22.86
UTILITY BILLING/ACCOUNT CLERK	15.81	16.45	17.09	17.74	18.38	19.03	19.67	20.31	20.96
ADMIN ASSISTANT	14.57	15.22	15.87	16.53	17.18	17.84	18.49	19.15	19.80
ADMIN ASSISTANT - MUNI BUILDING	14.04	14.58	15.12	15.66	16.20	16.74	17.28	17.82	18.36
LIBRARY ASSISTANT II/Social Media/IT	16.36	17.00	17.65	18.29	18.94	19.58	20.23	20.87	21.52
LIBRARY ASSISTANT I/Community Outreach	12.50	12.76	13.03	13.29	13.55	13.81	14.07	14.34	14.60
LIBRARY ASSISTANT I/Children's Services	11.90	12.24	12.57	12.91	13.25	13.59	13.92	14.26	14.60
LIBRARY CLERK I	10.11	10.42	10.73	11.04	11.35	11.66	11.98	12.29	12.60
AGING SERV. COMM. ASSISTANT	14.30	14.90	15.50	16.10	16.71	17.31	17.90	18.51	19.11
GOLF SHOP SEASONAL EMPLOYEE	9.94	10.21	10.47	10.74	11.00	11.26	11.53	11.79	12.06

POSITION	LABOR & TRADES (HOURLY)								
	1	2	3	4	5	6	7	8	9
CIVIC CENTER ASSISTANT	9.91	10.12	10.33	10.54	10.75	10.96	11.17	11.38	11.59
CUSTODIAN	12.85	13.63	14.42	15.21	15.99	16.78	17.56	18.35	19.13
ELECTRIC LINE CREW CHIEF	29.57	30.75	31.95	33.13	34.33	35.51	36.70	37.89	39.08
ELECTRIC JOURNEYMAN LINEMAN	27.45	28.64	29.83	31.02	32.21	33.40	34.58	35.78	36.96
ELECTRIC LINEMAN	25.06	25.89	26.72	27.55	28.40	29.23	30.06	30.89	31.73
ELEC SERVICE TECHNICIAN	24.15	24.89	25.63	26.36	27.10	27.84	28.57	29.31	30.05
ELECTRIC SEASONAL GROUNDMAN	18.92	19.34	19.76	20.19	20.61	21.04	21.46	21.88	22.31
METER MAINTENANCE UTILITY WORKER	16.18	16.87	17.56	18.25	18.93	19.62	20.31	20.99	21.68
ASSIST. PUBLIC PROP. DIRECTOR	21.05	21.57	21.98	22.39	22.81	23.22	23.63	24.05	24.35
PUBLIC PROP. MAINTENANCE WORKER	14.53	15.37	16.20	17.04	17.87	18.71	19.54	20.37	21.21

POSITION	LABOR & TRADES (HOURLY)								
	1	2	3	4	5	6	7	8	9
STREET DIVISION FOREMAN	22.19	23.00	23.80	24.61	25.42	26.23	27.04	27.85	28.66
STREET MAINT. WORKER III	17.19	17.93	18.68	19.42	20.16	20.91	21.65	22.39	23.14
STREET MAINT. WORKER II	15.74	16.42	17.09	17.77	18.44	19.12	19.79	20.47	21.14
STREET MAINT. WORKER I	14.50	15.08	15.66	16.25	16.83	17.41	17.99	18.57	19.15
RECYCLING WORKER	10.14	10.69	11.25	11.80	12.35	12.91	13.46	14.01	14.57
FACILITY MAINTENANCE SUPERV	22.83	23.80	24.77	25.75	26.73	27.71	28.68	29.65	30.63
WW TREAT./SANITARY SYSTEM OPERATOR	19.81	20.63	21.45	22.26	23.08	23.90	24.71	25.53	26.35
SENIOR UTIL. MAINT. WORKER II	20.86	21.79	22.72	23.65	24.58	25.51	26.44	27.37	28.30
UTIL MAINT. WORKER II	19.75	20.65	21.55	22.46	23.37	24.27	25.17	26.08	26.98
UTIL MAINT. WORKER I	16.96	17.67	18.37	19.08	19.78	20.48	21.19	21.89	22.60

WATER/WASTEWATER SEASONAL LABORER	12.90	13.41							
SUMMER SEASONAL LABORER	12.90	13.41							
POOL MANAGER	12.11	12.39	12.67	12.94	13.22	13.49	13.77	14.04	14.32
ASST. POOL MANAGER	10.46	10.70	10.95	11.19	11.43	11.67	11.91	12.15	12.40
SWIM PROGRAM COORDINATOR	10.19	10.42	10.66	10.89	11.12	11.35	11.59	11.82	12.05
POOL LIFEGUARD	9.91	10.05	10.19	10.32	10.46	10.60	10.74	10.88	11.01
POOL OFFICE/CONCESSIONS	9.91	10.05	10.19	10.32	10.46	10.60	10.74	10.88	11.01
WATER SAFETY INSTR.	9.91	10.05	10.19	10.32	10.46	10.60	10.74	10.88	11.01
SWIM LESSON AIDE	6.61	6.68	6.75	6.81	6.88	6.95	7.02	7.09	7.16

POLICE (HOURLY)

POSITION	1	2	3	4	5	6	7	8	9
POLICE SERGEANT	23.68	24.63	25.58	26.53	27.48	28.43	29.38	30.33	31.28
POLICE OFFICER II	20.86	21.72	22.57	23.43	24.29	25.15	26.00	26.86	27.72
POLICE OFFICER I	19.97	20.80	21.63	22.46	23.29	24.12	24.95	25.78	26.61
ADM/SEC RECORDS CLK PD	15.13	15.78	16.44	17.09	17.75	18.41	19.06	19.72	20.37
COMMUNITY SERVICE OFFICER	13.41	14.03	14.65	15.27	15.89	16.51	17.14	17.76	18.38

SUPERVISORY, TECHNICAL, ADMINISTRATIVE (MONTHLY)

POSITION	1	2	3	4	5	6	7	8	9
CITY ADMINISTRATOR	9,545	9,638	9,730	9,823	9,916	10,009	10,102	10,195	10,288
CHIEF OF POLICE	6,147	6,321	6,495	6,670	6,844	7,018	7,192	7,366	7,541
CITY ENGINEER	6,040	6,291	6,544	6,795	7,047	7,298	7,550	7,802	8,053
POLICE CAPTAIN	5,326	5,442	5,557	5,673	5,789	5,904	6,020	6,135	6,251
ELECTRIC SUPERINTENDENT	5,491	5,711	5,932	6,151	6,372	6,592	6,813	7,032	7,253
PUBLIC PROPERTIES DIRECTOR	5,155	5,311	5,468	5,625	5,782	5,939	6,096	6,253	6,410
CITY CLERK/HUMAN RESOURCES DIRECTOR	5,083	5,330	5,576	5,823	6,070	6,316	6,563	6,809	7,056
W/WWTW DIRECTOR	4,887	5,184	5,480	5,777	6,074	6,371	6,668	6,964	7,261
STREET SUPERINTENDENT	4,711	4,866	5,021	5,176	5,331	5,486	5,642	5,796	5,952
FINANCE DIRECTOR/TREASURER	5,125	5,331	5,537	5,743	5,949	6,154	6,360	6,566	6,773
LIBRARY DIRECTOR	4,297	4,434	4,570	4,707	4,843	4,980	5,116	5,252	5,389
DEPUTY TREASURER	4,293	4,413	4,532	4,652	4,771	4,891	5,010	5,130	5,250
GOLF COURSE GROUNDS SUPERINTENDENT	4,293	4,382	4,471	4,570	4,659	4,749	4,838	4,927	5,007
BLDG/ZONING/CODE ENFORCEMENT	4,215	4,348	4,481	4,614	4,746	4,879	5,012	5,145	5,278
ASSISTANT RECREATION DIRECTOR	3,001	3,113	3,226	3,339	3,452	3,565	3,678	3,791	3,904
GOLF SHOP MANAGER	3,001	3,114	3,227	3,339	3,452	3,565	3,678	3,792	3,905
ASST LIBRARY DIRECTOR	2,994	3,125	3,257	3,389	3,521	3,653	3,784	3,916	4,048
CIVIC CENTER MANAGER	2,994	3,051	3,109	3,166	3,224	3,283	3,340	3,398	3,455

	Quadrant 1(SW)	Quadrant 2(SE)	Quadrant 3(NW)	Quadrant 4(NE)	
	Groups 1, 2, 3, pt 4, pt 5, 7, 9, 10	Groups pt 4, pt 5, 8, 11, 12	Groups 13, 14, 15, 17, 18, 21, 24, pt 25	Groups 16, 19, 20, 22, 23, pt 25, 26	
Dividing Line: Lincoln & 2nd St	9214	1428	995	2825	
	3980	3164	971	467	
	365	3617	1793	1023	
	954	1904	5386	1787	
	993	6511	735	657	
	3037		991	387	
	710		698		
	2684		345		
	2143				
Linear Ft Total	24080	16624	11914	7146	59764

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

§ 340-2.4 **Repair.**

A. The City Administrator may require sidewalks of the municipality to be repaired. Notice to the owners of property upon which such sidewalks in disrepair are located shall require, within five days from issuance of the notice, said owners to make arrangements to have the sidewalk repaired. Said repairs shall be completed within 30 days after issuance of said notice. No special assessment shall be levied against the property unless said owner shall neglect or refuse to repair within the time prescribed. In the event that such owner fails to repair, the municipality shall cause the repairs to be made and assess the property owner the expense of such repairs. In the event the property owner is a nonresident of the county in which the property lies, the municipality shall, before levying any special assessment against that property, send a copy of any notice required by law to be published by means of certified mail, return receipt requested, to the last known address of the nonresident property owner. The last known address shall be that address listed on the current tax rolls at the time such required notice was first published. (Neb. RS 16-661, 16-662)

B. All sidewalks repaired and/or constructed around the Courthouse Square including: the north and south sides of Seward Street from 5th Street to 8th Street; the north and south sides of Main Street (Highway 34) from 5th Street to 7th Street; the east and west sides of 5th Street from Jackson Avenue to South Street; the east and west sides of 6th Street (Highway 15) from Jackson Avenue to South Street; the east side of 7th Street from Jackson Avenue to South Street; and the west side of 7th Street from Jackson Avenue to Seward Street shall be constructed to the standards of the Downtown Revitalization Plan and the City of Seward Municipal Code, Chapter 340, Article II Sidewalks. (date or ordinance #)

(1) An entire block face may elect to replace the sidewalk and red pavers with sidewalk and red brick patterned stamped concrete to the standards set in the City of Seward Municipal Code, Chapter 410-40.3, D Street hierarchy and design for sidewalks by consent of all the owners of property along the block face.

C. All other sidewalks shall be repaired to the standard set forth in the City of Seward Municipal Code, Chapter 340, Article II Sidewalks.

D. Permits are required for any work performed on sidewalks and driveway approaches.

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SIDEWALK MANAGEMENT

Sidewalk Management

We usually take sidewalks for granted, but they do play an important role in the quality of life we expect in Seward. For this reason, maintenance and repair are important.

Who is responsible for maintaining and repairing sidewalks?

The owner of any lot shall at all times keep and maintain sidewalks in good and proper repair, and in a condition reasonably safe for all travelers.

TIPS FOR CONCRETE CARE

Keep it clean

Oils and other chemical stains not only look bad, they can eventually lead to concrete deterioration. Moreover, because concrete is porous, it's best to clean stains quickly, before the material can seep into the concrete.

Prevent De-Ice Damage

The first thing you need to do is repair damage on your concrete immediately. The longer you hold off doing the repair, the more melting snow and ice will enter the concrete slab and more moisture means more damage.

Deicers are a way to clear the snow and ice from the surfaces of concrete but the chemicals make it easier for thawing ice or snow to seep into the concrete. Don't over apply the deicing material and once it breaks the bond between the ice and the concrete, shovel or broom the excess off the surface.

When you need traction, don't reach for the deicer; spread sand or gravel on the surface instead.

FOR MORE INFORMATION ON SIDEWALKS

City of Seward Municipal Code

CHAPTER 340, ARTICAL II SIDEWALKS

The City Municipal Code can be viewed online at <https://ecode360.com/30974632>

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

§ 225-2.1 Building permit required; application; fees.

Any person desiring to commence or proceed to erect, construct, enlarge, alter, repair, improve, remove, convert or demolish any building or dwelling, or cause the same to be done, shall file with the Building Official an application for a building permit. The application shall be in writing on a form to be furnished by the Building Official for that purpose. Every such application shall set forth the legal description of the land upon which the construction, relocation or demolition is to take place, the nature of the use or occupancy, the principal dimensions of the building or dwelling, the estimated cost, the names of the owner, architect, and contractor, and such other information as may be requested thereon. Applications shall be accompanied by three sets of building plans. The Building Official will be responsible for the issuing of permits, plan review, collecting of permit fees, and ensuring that the repairing, remodeling or new construction is in compliance with zoning district regulations, and all adopted City building and housing codes. Fees payable upon a permit granted for the work listed and above set forth shall be based on the estimated costs as listed in Subsections A through H below:

A. Valuation schedule - residential.

- (1) Residential construction fees shall be assessed in accordance with the provisions of this section. The method used for the determination of value or valuation for the purpose of assessing the permit fee shall be made by the Building Inspector calculated from the square-footage costs provided below. The value to be used in computing the building permit and plan review fees shall be the total value of all construction work for which the permit is issued. The valuation will be set forth during the plan review, figured at no less than the following:
 - (a) Per square foot of finished new construction: \$112.65.
 - (b) Per square foot for finished basement: \$56.30.
 - (c) Per square foot for unfinished basement: \$15.
 - (d) Per square foot for garage, attached or detached: \$44.63.
 - (e) Note: The square footage costs indicated above are from the Building and Standards tabulation charts. These costs are periodically updated, and will be kept current by the Building and Inspection Department for establishing the valuation.
- (2) Once the valuation of the building has been established, the fee will be calculated from the Fee Schedule provided below in Subsection **D**.

B. Valuation schedule - commercial. The commercial fee for each building permit shall be determined by the valuation provided by the owner and/or contractor on the building permit application. However, during the plan review this valuation will be adjusted to a valuation of no less than the square footage construction costs provided by the Building and Standards tabulation charts. Once the valuation of the building has been established, the fee will be calculated from the Fee Schedule provided below. The determination of value or valuation for the purpose of assessing the permit fee shall be made by the Building Inspector. The value to be used in computing the building permit and plan review fees shall be

the total value of all construction work for which the permit is issued.

C. Valuation schedule method - remodels, additions, and accessory buildings.

- (1) For all additional types of building permits, such as for remodel/additions and other accessory-type construction, the fees shall be determined by the valuation set forth by the owner and/or contractor on the building permit application. However, during the plan review this valuation will be adjusted to a valuation of no less than the square footage construction costs provided by Building and Standards tabulation charts. Once the valuation of the building has been established, the fee will be calculated from the Fee Schedule provided below.
- (2) The determination of value or valuation for the purpose of assessing the permit fee shall be made by the Building Inspector. The value to be used in computing the building permit and plan review fees shall be the total value of all construction work for which the permit is issued.

D. Building permit fee schedule.

- (1) Once the valuation of the building has been established, the subsequent fee will be calculated according to the fee schedule established from time to time by the City Council.
- (2) Additional costs associated with the residential permit fee are as follows:
 - (a) The plan review fee is equal to 10% of the building permit.
 - (b) Energy fees are valued at \$25 per dwelling.
- (3) Additional costs associated with the commercial permit fee are as follows:
 - (a) The plan review fee is equal to 25% of the building permit.
 - (b) Energy fees are valued at \$0.01 per square foot of building (\$25 minimum).
- (4) The building permit fees provided by the City ordinances shall apply and be controlling throughout the municipality and throughout its zoning jurisdiction.

E. Accessory permit fees.

- (1) Permits are also required on the following accessory items, and the fees for each shall be set from time to time by the City Council:
 - (a) Fences (regardless of valuation).
 - (b) Utility buildings (up to 200 square feet).
 - (c) Sign permits.
 - (d) Moving permits.

(e) Demolition permits.

(f) Re-roofing permits.

(g) Street, curb cut and sidewalk permits

(2) Note: Buildings or structures over 200 square feet shall have the permit fee calculated by valuation of construction of said structure.

F. Moving permit requirements. For the purposes of this section and chapter, all houses and/or structures that are to be moved out of this jurisdiction shall be treated as a demolition of a structure, and therefore shall maintain the same fees and deposits as provided in Subsection **G** of this section for the demolition of structures. All houses and/or structures being moved into this jurisdiction shall be treated as a new construction addition and meet the applicable code guidelines and fees associated with this type of permit. (Refer to Article **III** for building moving regulations.)

G. Demolition permit requirements.

(1) For demolition of a structure, in addition to the permit fee authorized in this section, a deposit in an amount set from time to time by the City Council shall be paid by the applicant to defray costs of services associated with the demolition of a structure as listed below:

(a) Sewer and water lines must be abandoned at the main and inspected before a demolition permit will be issued. The applicant shall ensure that the water service is disconnected from the water main, and that the sewer line is capped from the main at the property line. The customer shall hire a City-licensed plumber or drainlayer for this purpose.

(b) Electric and gas companies must be contacted and services must be disconnected before commencing any demolition work.

(c) A qualified inspection agency shall make an inspection of the structure to be razed to ensure that no asbestos or other hazardous materials are present prior to demolition, with the applicable report submitted to the Building and Inspection Department.

(d) Barricades must be provided and maintained around the location until the structure is completely demolished. Should the demolition of the structure/s include the removal and filling of a basement, and the job is not completed during daylight hours, barricades shall be maintained until the hole is entirely cleared of debris and completely filled and leveled, with clean fill materials.

(e) If during the course of demolition any damage is done to City sidewalks, alleys, streets or utilities, such damage shall be repaired at the contractor's expense.

(f) Streets and alleys that might be barricaded during the actual demolition will be cleared of debris and opened to normal traffic when work is completed each workday.

(2) Upon verification from all City departments that the project is completed, and has met with the above-listed requirements, and there are no outstanding debts, liens, or judgements against said property, the

balance of the deposit, if any, will be refunded to the consumer with an itemized statement of costs.

(Neb. RS 16-222, 16-233, 16-234)

H. Work exempt from permits. The following repairs and remodeling to structures are exempt from obtaining permits and payment of any fees therefor:

- (1) The installation or replacement of storm doors and/or storm windows.
- (2) The installation or replacement of gutters.
- (3) Painting, papering, floor covering and similar work.
- (4) Movable cases, counters and partitions not over five feet nine inches high.
- (5) Prefabricated swimming pools accessory to a Group R, Division 3, occupancy in which the pool walls are entirely above the adjacent grade.
- (6) Residential handicap ramps.

I. Other inspections and fees shall be in an amount set from time to time by the City Council for the following:

- (1) Inspections outside of normal business hours (8:00 p.m. to 5:00 p.m. week days).
- (2) Re-inspection fees.
- (3) Additional plan review (required by changes, alterations or revisions).
- (4) Use of outside consultant costs.
- (5) Investigation fees; work without a permit: double permit fee.
 - (a) Whenever any work for which a permit is required by the adopted codes of the City has been commenced without first obtaining said permit, a investigative fee in addition to the permit fee shall be collected, whether or not the permit is then or subsequently issued. The minimum investigation fee shall be equal to the amount of the permit fee required.
 - (b) Exception: No double-fee penalty set forth in this section shall be imposed if:
 - [1] The work performed is due to an emergency situation where a delay in performing the work may cause a risk to life or health or will significantly increase the risk of property damage, provided a permit is applied for within 48 hours of completion of the work, in which case no penalty shall be imposed; or
 - [2] An applicant applies for a permit after the work has begun, but before the work is observed and recorded by a City inspector, in which case a 1 1/2 fee shall be imposed.

J. Fee refunds.

- (1) The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The Building Official shall not authorize refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.
 - (2) The Building Official may authorize refunding of not more than 80% of the building permit fee when work authorized by said permit has not been commenced. The plan review fee is not refundable. Exception: If no plan review has been performed at the time an application for refund is received, the Building Official may authorize refunding of not more than 80% of the plan review.
- K. Property maintenance inspector fees shall be set from time to time by the City Council for the following:
- (1) Failure to meet first notice compliance deadline.
 - (2) Failure to meet second notice compliance deadline.

(Neb. RS 16-222, 16-233, 16-234)



Street, Curb Cut, or Sidewalk Permit

Date: Job Address: Permit No:

Legal Lot: Block: Subdivision:

Applicants Name: Address:

Phone: Email:

Arterial Collector Local Court Other _____

Permit to (select all that apply):

Construct Cut Repair Widen Replace Remove

Work performed on (select all that apply):

Driveway* Sidewalk* Curb* Curb & Gutter Street or Alley Off Street Parking**

Office use

Received: Plans Bonds Insurance

Fee:

Applicant agrees to follow all rules, regulations, specifications, and ordinances of the City of Seward, Nebraska. The applicant hereby agrees not to make or allow any use of the curb cut until the driveway between the curb cut from the line to the abutting property line is surfaced with concrete, not less than five (5) inches in actual thickness.

Applicant:

Reviewing Agencies:

Building Inspector

City Engineer

Street Superintendent

***Inspection is required before curb cut, after area is formed, before concrete is placed, and during placement of fill.**

****Permits for this item shall be granted only by the Reviewing Agencies of the City of Seward, Nebraska.**

Turn over for Page 2

Seward Community Golf Course

Code of Conduct

- All golfers must check in at the pro shop
- Groups who have made tee times in advance are entitled to those times over groups who do not have a tee time
- USGA Rules govern all play
- All alcoholic beverages consumed on the property must be purchased from the clubhouse, those in violation shall be asked to immediately vacate the premise.
- Repair all ball marks/divots and rake bunkers after use
- You must be at least 16 years of age with a valid driver's license to operate a golf car
- All golfers using a SCGC golf car must be a member of the golf car lease program or pay rental fees
- All play will begin on the #1 tee box unless given permission from the pro shop
- Keep up with pace of play and allow faster groups to play through
- All golfers must have their own set of clubs
- Keep golf cars at least 30 feet from the greens and tee boxes
- No groups larger than 5
- Golfers shall wear a shirt and pants or shorts. SCGC recommends closed toed shoes to prevent contact with grass recently treated with fertilizers and related products
- Sunflower Seeds are not allowed anywhere on the golf course
- Animals are not permitted on the golf course during play or otherwise
- The SCGC staff reserves the right to revoke golf car privileges or remove patrons from the golf course if this code of conduct is not followed properly or if the individual(s) present a risk to themselves, other people, or the property, no refunds shall be issued for any person who violates the code or commits any illegal act on the premise.

CITY ADMINISTRATORS REPORT – 7/20/2021

- Monitoring a number of street projects Waverly Road, design work on East Seward and East Hillcrest.
- Covid-19 response to inquiries and issues.
- Worked with DTR Project close outs with SENDD.
- Working on finalizing grants for Petsource/Rail Campus – EOP.
- Continuing to work on items at the Civic Center as needed, met with Civic Center Commission and SCCDP Exec Board on office space.
- Budget follow up items with Finance Director.
- Attended meeting of the Personnel, Finance and Audit Committee.
- Reviewing a number of guidance materials from Treasury on ARP Act Funds.
- Assisting City Attorney with a number of real estate items.
- Met with Electric and Billing teams on continued AMI meter roll out with Aclara.
- Met with interested parties on potential for Inland Port Authority Designation in Seward/Seward County.
- Met with Wastewater Treatment Plant RFQ response team. Reviewed all submittals and scored.
- Attended Safety Committee Meeting.
- Met with Concordia University to discuss items related to baseball and softball field usage for 2021-2022 seasons.
- Working on EDR Agreement with NPPD and Petsource. EDR program will be terminated for new projects and Petsource's project will need final agreements in the next few months.
- Met with Petsource plant engineer and management to discuss long term wastewater needs.

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

Police Department

- Advertisements for open Police Officer I Position begin this week. Closing date is Aug. 1.
- Officer Wiedemeyer attending Firearms & Patrol Rifle Instructor Recertification.

City Clerk/Human Resources/City Hall

- Preparing for the Council Meeting on July 20.
- Advertising Police Officer I Vacancy.
- Assistant Library Director interviews.
- Performing an audit of personal files. Preparing a complete packet for onboarding processing and starting review of outboarding process.
- Creating a CodeRED list for internal communications.

Water/Wastewater Department

- Start on safety rail pool pump pit this week (in progress).
- Clean up Columbia Street from saddle repairs on water main.
- Vac and locate water line by school maintenance building.
- Continue root cutting, jetting and camera sewers in section 5 & 7 all summer.

Parks and Rec/Cemetery/Golf/Pool

- Park and Rec Meeting on July 12.
- Working on soccer irrigation.
- Mowing and trimming parks and cemeteries.

Civic Center

- Sprinkler system is not working. Merle's is working on it and will keep informed.
- All part time employees are back from holiday vacation.
- Routine meetings.

Electric Department

- Two services have been hooked up at Fairway Woods.
- Remove streamers on Seward St.
- Work on metering order.
- Repair street lights on 13th and Seward Streets and Highway 34.

Street Department

- Pour Lincoln Street project.
- Mow ROW.
- Start projects on N. 5th and Northern Heights Drive and N. 2nd Street and Northern Heights Drive.

Library

- Advertising and interviews for Assistant Library Director.
- Material ordering.
- Procedure pages.
- Work on design changes for children's area.

Building Inspection/Planning Department

- No PC meeting for July.
- Researching discrepancies in the sign ordinance for Home Occupation Permits (due to a letter of complaint).
- Sara finished inputting data for the Sidewalk Survey.
- Finished up the flyer for sidewalk maintenance information and ordinance.
- Returned budget worksheets to Nick.
- Inspections and plan reviews.

Engineering

- SOQ review and funding application for WWTP Upgrade.
- Sanitary sewer crossing, sod, irrigation, sidewalk at Columbia intersection, ROW, schedule update, public notices and order additional lighting for Waverly Road.
- Comments on preliminary design and meeting notes for East Seward Street (County).
- Preliminary project planning and utility relocation for East Hillcrest Drive.

Finance Dept.

- Payroll.
- Budget preparation.
- Personnel Finance and Audit Committee Meeting.
- CDBG 6 month report EDRLF.