



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

Tuesday, December 21, 2021

7:00 PM

Municipal Building Council Chambers

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, December 21, 2021, in the Council Chambers, 142 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

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

ROLL CALL

MINUTES

1. Draft Minutes of December 7, 2021 Council Meeting - City Clerk Bargmann

December 7, 2021

The Seward City Council met at 7:00 p.m. on Tuesday, December 7, 2021 with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Ellen Beck, Alyssa Hendrix, Sid Kamprath, Jessica Kolterman, Karl Miller, John Singleton, Matt Stryson, Jonathon Wilken. Councilmembers Absent: None. Other officials present: City Attorney Kelly Hoffschneider, City Engineer Mike Oneby, Building/Zoning & Code Enforcement Director Tim Dworak, and Police Chief 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 Council Chambers of the Municipal Building 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 NOVEMBER 16, 2021 COUNCIL MEETING

Councilmember Singleton moved, seconded by Councilmember Stryson, that the minutes of the November 16, 2021 City Council meeting be approved.

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

Nay: None.

Absent: None. Motion carried.

ELECTION OF COUNCIL PRESIDENT

Councilmember Singleton nominated Councilmember Beck, who politely declined the nomination.

Councilmember Kolterman nominated Councilmember Miller to continue serving as Council President. Councilmember Miller accepted the nomination.

With no other nominations placed, Councilmember Beck moved to confirm Councilmember Miller as Council President, seconded by Councilmember Kolterman. Mr. Miller was confirmed by voice vote, with no Councilmembers opposing.

December 7, 2021

CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Reports

CLAIMS LIST
12-7-21

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,

Aclara Technologies LLC	FA	3,112.80
All Copy Products Inc	MA	23.05
ARPS	GU	11,934.50
Backencamp Jon	MC	650.00
Badger Meter	SE	138.43
Blue Cross Blue Shield Ne	BE	58,885.72
Bluestem Network LLC	SE	100.00
Border States Industries	IV	9,695.76
Burlington Northern Santa	UT	1,341.54
Campbell Cleaning	SE	1,629.48
Capital Business-Dallas	MA	561.44
Carroll Construction Supp	GU	52.47
Cattle Bank	IT	400.00
Chase Card Service		7,533.94
Amazon	SU	4,023.46
Constant Contact	SE	20.00
Culver's - Grand Island	ML	9.81
Dollar General	SU	41.93
Dragon Palace	ML	152.90
Fast Mart	GS	3.06
Hilton Hotels - Chicago	TG	561.18
Hilton Kitty O'Sheas	ML	26.30
Humanities Nebraska	SE	200.00
La Quinta - Kearney	TG	265.20
McDonald's - Seward	ML	9.08
Microsoft	SE	150.08
NWEA	TG	200.00
Osceola Implement	RE	38.21
Pacific Coast Laboratory	SE	135.10
Portillo's Hot Dogs - Chicago	ML	13.22
Rotorooter	BU	462.98
Runza - Seward	ML	100.37
Sam's Club	BU	192.73
ULine	SU	264.08
USPS	PO	46.90
Walmart	SU	403.46
Zoom	SE	213.89
City Seward Electric Fund	UT	32,456.67

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City Seward Payroll Accou	SA	160,293.42
Cline Williams Law Firm	SE	1,275.00
Concrete Industries Inc	MA	74.24
Constellation Newenergy	UT	668.16
Emergency Medical Product	SU	3,299.24
Envision Electric LLC	BU	2,100.00
ES Opco USA LLC/Veseris	IT	1,932.00
First Wireless Inc	EQ	4,906.15
Foreup Golf Software	SE	455.00
Galls LLC	UN	620.16
Gehring Construction	CI	9,888.00
Gerhold Concrete Co Inc	GU	357.30
Global Industrial	FA	12,827.89
Graybar	IV	1,033.28
Great Plains Communicatio	SE	490.00
H & S Plumbing Heating &	SE	657.15
Hartmann Custom Service C	SU	1,329.93
Helmerk Printing/Grph Inc	SU	324.00
Herpolsheimer'S Inc	RE	183.75
HireRight LLC	SE	502.02
Hoffschneider Law PC LLO	SE	4,750.00
Holeka Kenneth	SE	46.80
Home Depot Pro	SU	582.66
Husker Electric Supply Co	TO	2,258.51
J E O Consulting Group In	SE	6,722.10
Kaczor Charles	MC	75.00
Knott Edison	SE	60.00
Last Mile Network Consult	IT	165.30
League Ne Municipalities	MS	395.00
Lee'S Refrigeration	SE	224.51
Lincoln Winwater Works	RE	780.03
Matheson Tri-Gas Inc	OP	285.38
Memorial Health-Drug	SE	805.00
Menards North	SU	28.19
Metering & Technology Sol	IV	5,437.75
Meyer Automotive	RE	40.43
Mid-American Benefits Inc	BE	909.88
Midwest Automotive	RE	913.65
Midwest Turf & Irrigation	RE	59.66
NDEE	MS	345.00
Nebrascut Lawn Care	GU	661.16
Nebraska D A S Acct Ocio	OP	231.00
Nebraska Equipment Inc	MC	722.37
Nebraska Golf Association	EX	22.00
Nebraska Health Environme	MA	628.00
Nebraska Nursery & Landsc	TG	150.00
Nebraska Pub Pow-Desmoine	UT	390,962.98
Nebraska Society Certifie	MS	419.00
Niemann'S Port-A-Pot LLC	SE	350.00
Norris Public Power Distr	UT	1,057.81
Odeys Inc	SU	11,952.00
Olsson	SE	20,895.52
Oneby Michael	MI	126.56
ONSOLVE LLC	SE	2,037.79
O'Reilly Automotive Inc	SU	158.49
Orscheln Farm & Home	GU	615.81
Overhead Door Co-Lincoln	BU	40.25
Page My Cell	MS	500.00

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Principal Financial Group	BE	2,320.15
Quality Brands Of Lincoln	SU	274.90
Quill Corp	SU	174.98
Richters Inc	GU	141.95
Samek Lacy	MC	15.00
Schemmer Architects Engin	CI	15,533.80
Schulz Jensen	RI	46.38
Seward Storage	SE	2,310.00
Short Elliott Hendrickson	SE	8,517.04
Silver State Consulting	TG	35.00
St P J Supply Inc	SU	75.96
Suhr & Lichty Insurance A	MS	936.00
The Music Bingo People	SE	100.00
Time Warner Cable	SE	772.46
Titan Machinery	FA	7,000.00
Top Shape Tree LLC	SE	4,200.00
Ty's Outdoor Power & Serv	RE	300.49
U S Cellular	SE	261.93
Verizon Wireless	SE	306.81
Wieseman Drew	MC	400.00
	CLAIMS TOTAL	\$831,870.93

2. Seward County Chamber & Development Partnership Report

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

CONFIRMATION OF MAYOR APPOINTMENTS

1. REAPPOINT DAN BRUMM TO ASSISTANT FIRE CHIEF FOR A 2-YEAR TERM

Councilmember Kolterman moved, seconded by Councilmember Kamprath, that Dan Brumm be reappointed to Assistant Fire Chief for a 2-year term.

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

2. REAPPOINT MEMBERS TO VARIOUS BOARDS AND COMMITTEES

Councilmember Beck moved, seconded by Councilmember Singleton, that Mayor Eickmeier's appointments to the following Boards and Commissions be confirmed:

Cheryl Zumpfe to the Seward Aging Services Commission for a 2-Yr Term.

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

3. APPOINT MEMBERS TO VARIOUS BOARDS AND COMMITTEES

Councilmember Beck moved, seconded by Councilmember Kolterman, that Mayor Eickmeier's appointments to the following Boards and Commissions be confirmed:

December 7, 2021

Janet Odvody, Maureen Freitas, and Renee Larsen to the Seward Aging Services Commission for a 2-Yr Term.

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

ADMINISTRATIVE ITEMS

1. UPDATED JOB DESCRIPTION FOR POLICE OFFICER II

City Clerk Bargmann mentioned that this was a periodic review of existing job descriptions to ensure they accurately reflect the duties performed. Chief of Police Brian Peters provided an updated description for the position. This update is not due to any current or expected vacancies at the Department.

Councilmember Kamprath moved, seconded by Councilmember Kolterman, that the job description for Police Officer II position be updated as presented.

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

2. RESOLUTION DESIGNATING ONE HANDICAPPED OR DISABLED PARKING SPACE ON THE EAST SIDE OF 5TH STREET, SOUTH OF SEWARD STREET

Mr. Bargmann stated this request was brought forward due to safety concerns with the existing handicapped spot in front of the Feary building. The current space is not ADA-compliant, thus poses a safety risk for users. The resolution will relocate the handicapped parking stall farther north up the block, to the corner of 5th Street and Seward Street to create an ADA-compliant stall with a curb ramp.

Councilmember Kolterman introduced the following resolution:

RESOLUTION NO. 2021-29

WHEREAS, Section 382-4.4 of the City Code of the City of Seward, Nebraska provides that the City may designate parking spaces for the exclusive use of handicapped or disabled persons whose vehicles display the distinguishing license plate or permit issued to such individuals pursuant to Neb. Rev. Stat. Sections 60-3113 to 60-3,113.08, such other handicapped or disabled persons as certified by the Governing Body whose vehicles display such identification as determined by the Department of Motor Vehicles, and such other motor vehicles as certified by the Governing Body which display such identification, and

WHEREAS, it is necessary or desirable to designate parking spaces for the exclusive use of handicapped or disabled persons at the location hereinafter designated in the City of Seward, Nebraska:

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

December 7, 2021

1. No vehicle shall be parked or permitted to stand or stop, whether attended or unattended at any time at the following locations except those designated and used exclusively for handicapped or disabled persons:

- a. One (1) diagonal parking space eight feet (8') in width, with an eight foot (8') walkway located on the east side of 5th Street, beginning one hundred fifty-two feet ten inches (152'10") north of the curb line of Main Street (Highway 34) at the northeast corner of the intersection of said 5th and Main Streets, thence extending south, as depicted on the attached "Figure 2".

2. The above designated parking space shall be indicated by a sign which is in conformance with the most current edition of the Highway Administration Manual on Uniform Traffic Control Devices for streets and highways and such other appropriate lines and markings shall be placed at said locations as are authorized by the City Code of the City of Seward, Nebraska.

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

Dated: _____ day of _____, 2021

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

Councilmember Kamprath moved, seconded by Councilmember Stryson, to approve Resolution 2021-29, which will relocate the handicapped parking stall to the proposed location.

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

3. RESOLUTION DESIGNATING ONE MOTORCYCLE/SCOOTER PARKING SPACE ON THE EAST SIDE OF 5TH STREET, SOUTH OF SEWARD STREET

Mr. Bargmann mentioned the proposed resolution would provide for motorcycle/scooter parking in the now removed handicapped stall from Resolution 2021-29. The parking stall does not meet the standards for any other parking other than motorcycle/scooter, thus the request is to designate the space for this purpose.

Councilmember Beck introduced the following resolution:

December 7, 2021

RESOLUTION NO. 2021-30

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 "Motorcycle/Scooter Parking Only" at following designated location:

a. Beginning eighty-five feet six inches (85'6") inches north of the north curb line of Main Street (Highway 34) at the northeast corner of the intersection of said 5th and Main Streets, thence north eight (8) feet consisting of one (1) diagonal parking space on the east side of said 5th Street, as depicted on the attached "Figure 2".

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.

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

Dated: _____ day of _____, 2021

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

Councilmember Miller moved, seconded by Councilmember Kamprath, to approve Resolution 2021-30, which will designate one motorcycle/scooter parking stall in front of the Feary building.

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

Nay: None.

Absent: None. Motion carried.

REPORTS

1. CITY ADMINISTRATOR'S REPORT

Councilmember Kolterman moved, seconded by Councilmember Singleton, that City Administrator Butcher's report of December 7, 2021 be accepted.

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

Nay: None.

Absent: None. Motion carried.

December 7, 2021

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

None.

ANNOUNCEMENT OF UPCOMING EVENTS

December 16th - COVID Zoom briefing
January 31, 2022 - SCCDP Annual Awards Banquet

STRATEGY SESSION

The Mayor announced there would be no strategy session.

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Miller, that the December 7, 2021 City Council Meeting be adjourned.

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

Nay: None.

Absent: None. Motion carried.

Adjourned approximately 7:11 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

CONSENT AGENDA

1. Claims & Payables Reports

CLAIMS LIST
12-21-21

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,

All Copy Products Inc	MA	19.56
AKRS Equipment	RE	142.23
Allegiant Utility Service	OP	1,519.11
Amazon.Com Credit Service	SU	918.87
ARPS	GU	10,096.50
Badger Meter	SE	151.08
Baker & Taylor	SU	3,302.51
Baldinger Charlotte	MI	22.96
Bizco Technologies	IT	16,324.31
Black Hills Energy	UT	1,281.49
Blackburn Manufacturing C	IV	588.66
Blades Group	CI	992.00
Border States Industries	IV	12,285.26
Brunckhorst Kent	RI	32.00
Burlington Northern Santa	MC	712.87
Campbell Cleaning	SE	350.00
Capital Business-Cheyenne	MA	9.63
Chapters Books & Gifts	SU	183.18
City Seward Buildings/Gr	SL	3,000.00
City Seward Library Petty	PO	184.56
City Seward Merchant Serv	SE	2,190.15
City Seward Payroll Accou	SA	320,826.52
Commonwealth Electric Co	OP	22,728.49
Continental Fire/Alarm/De	SE	190.00
Core Robert	SE	250.00
Cornhusker International	RE	345.00
Craftsman Window Covering	BU	150.00
Culligan Of Crete	BU	22.50
Ehlers Electronics	SU	20.00
Engineered Controls	BU	215.60
Farmers Coop Seward	GS	4,294.73
Fastenal Company	SU	71.88
First Wireless Inc	SU	108.00
Foreup Golf Software	SE	455.00
Galls LLC	UN	158.25
Gehring Construction	CI	100,740.22
Gerhold Concrete Co Inc	GU	517.50
Government Finance	TG	880.00
Great Plains Communicatio	SE	490.00
Gworks	SE	12,000.00
H & S Plumbing Heating &	BU	516.74
Hobson Automotive & Tire	RE	76.00
Husker Electric Supply Co	TO	2,071.02
Interstate All Battery Ce	SU	22.50
Jack'S Uniforms & Equipme	UN	156.94
Jackson Services Inc	SU	80.82
J E O Consulting Group In	SE	13,617.50

Lincoln Winwater Works	IV	5,701.13
Lintt Mark	RI	123.76
Mid-American Benefits Inc	BE	34.37
Mid-Iowa Solid Waste Equi	FA	356,695.24
Midwest Auto Parts	RE	299.61
Midwest Laboratories Inc	MA	775.92
Midwest Storage Solutions	DO	10,246.26
Midwest Turf & Irrigation	RE	316.53
Municipal Supply Omaha	SU	812.05
Nebraska D A S Acct Ocio	OP	231.00
Nebraska Dept Env/Energy	MS	460.00
Nebraska Equipment Inc	RE	42.53
Nebraska Fire Marshal	MS	120.00
Nebraska Nursery & Landsc	MS	25.00
Nebraska Pub Pow-Desmoine	UT	362,014.83
Nebraska Society Certifie	TG	139.00
Niemann'S Port-A-Pot Llc	SE	200.00
Norris Public Power Distr	UT	914.00
Olsson	SE	20,548.90
One Call Concepts Inc	SE	124.65
One Source Background Che	SE	99.80
O'Reilly Automotive Inc	SU	193.23
Orscheln Farm & Home	SU	553.14
Overhead Door Co-Lincoln	BU	314.25
Pac 'N' Save Discount Foo	ML	6,790.50
Paper Tiger Shredding	SE	30.00
Pip	SU	612.29
Positive Concepts	SU	223.10
Quill Corp	SU	88.98
Rtc Manufacturing Inc	CI	28,679.00
Schemmer Architects Engin	CI	14,119.76
Seward County Chamber & D	SE	153.03
Seward County Clerk/Reg D	SE	72.00
Seward County Independent	PU	677.39
Seward County Treasurer	SE	15,949.25
Seward Lumber & Home Cent	GU	2,044.21
Seward Public Schools	MC	85.70
Seward Wind LLC	UT	47,805.21
Sirchie Acquisition Co	SU	53.79
Soulek, Paul	MC	1,800.00
Spickelmier & Son Inc	MA	2,612.50
St P J Supply Inc	SU	123.18
Starkey Joe	MC	150.00
Stepp Nate	SE	150.00
Suhr & Lichty Insurance A	MS	379.00
Title Services Of Blue Va	FA	167,691.07
Total Tool Supply Inc	TO	662.24
U S A Bluebook - Cust 812	SU	90.53
Verizon Wireless	SE	258.20
Vessco Inc	SU	461.00
Visa - Pinnacle Bank		1,469.13
Adobe	MS	359.88
Amazon	SU	71.98
Bluestem Network	SE	115.00
Harlequin	SU	50.90
Husk Publishing	SU	64.95
Sam's Club	SU	146.64
Super Saver	SU	5.96
Walmart	SU	637.79
Zoom	SE	16.03

Wake James Stephen	FA	1,950.00
Wegman Nicole	SE	250.00
Wesco Distribution Inc	IV	2,396.80
Windstream Nebraska Inc	SE	1,975.23
Wynegar Ann	SE	250.00
York County Emergency M	SU	12.80
	CLAIMS TOTAL	\$1,596,363.23

2. City Treasurer Report

TREASURER'S REPORT		MONTH OF: NOVEMBER 2021					
VARIANCE AT: 16.67%							
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE	
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS	
ELECTRIC	11,308,038	1,574,287	14%	9,733,751	1,578,672	(4,385)	
ELEC BOND PYMT	494,905	- 0 -	0%	494,905	- 0 -	- 0 -	
WATER	4,266,596	235,687	6%	4,030,909	313,996	(78,309)	
WATER BOND PYMTS	329,284	- 0 -	0%	329,284	9,134	(9,134)	
WATER SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
WASTEWATER TREATMENT	2,456,620	227,195	9%	2,229,425	158,959	68,236	
WWTW BOND PYMT	290,258	- 0 -	0%	290,258	- 0 -	- 0 -	
WWTW SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
TOTAL BUSINESS-TYPE FUNDS	19,145,701	2,037,169	11%	17,108,532	2,060,760	(23,592)	
GENERAL (LESS DONATIONS)	1,389,181	99,177	7%	1,290,004	92,111	7,066	
DONATIONS	100,000	2,388	2%	97,612	10,085	(7,697)	
LEGAL	71,963	11,533	16%	60,430	15,094	(3,561)	
POLICE	1,543,421	235,248	15%	1,308,173	244,569	(9,321)	
E911	191,391	31,899	17%	159,493	38,434	(6,536)	
POLICE EQUITABLE SHARING	100,000	- 0 -	0%	100,000	- 0 -	- 0 -	
STREET	3,710,579	742,430	20%	2,968,149	704,236	38,194	
STP FUNDS	149,944	3,325	2%	146,619	- 0 -	3,325	
DEBT SERVICE	1,073,948	58,466	5%	1,015,482	71,262	(12,796)	
RAIL CAMPUS	15,500	- 0 -	0%	15,500	1,505	(1,505)	
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG AFFORD HOUSING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG RURAL ENTERPRISE ASST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG RAIL SITE	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG-DOWNTOWN REVITAL GRANT	300,000	- 0 -	0%	300,000	19,060	(19,060)	
BLDGS & GRDS (CITY HALL)	36,759	13,927	38%	22,832	7,652	6,275	
CIVIC CENTER	266,671	32,979	12%	233,692	46,839	(13,859)	
LIBRARY	614,985	82,542	13%	532,443	86,903	(4,361)	
LIBRARY MAINTENANCE FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PUBLIC PROPERTIES	493,036	82,724	17%	410,312	91,195	(8,471)	
CEMETERY	208,460	43,805	21%	164,655	44,797	(992)	
GOLF COURSE	547,909	83,355	15%	464,554	77,269	6,086	
NEW PARK DEVELOPMENT	100	58	0%	42	50	8	
NEW CEMETERY DEVELOPMENT	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
GUTHMAN TRUST - REGULAR	145	- 0 -	0%	145	- 0 -	- 0 -	
GUTHMAN TRUST - PAVING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PERPETUAL CARE - PRINCIPAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PERPETUAL CARE - INTEREST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
BLDGS & GRDS (OTHER)	11,050	1,019	9%	10,031	335	684	
BUILDING INSPECTION	109,853	23,903	22%	85,950	15,845	8,058	
FIRE (LESS DONATIONS)	334,890	38,074	11%	296,816	26,582	11,492	
FIRE DONATIONS	100,000	- 0 -	0%	100,000	- 0 -	- 0 -	
FIRE EQUIPMENT SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
TREE BOARD	12,550	75	1%	12,475	- 0 -	75	
PLANNING COMMISSION	27,666	7,105	26%	20,561	2,903	4,202	
ENGINEER	153,887	25,863	17%	- 0 -	22,893	2,969	
DOWDING POOL (LESS DONATIONS)	257,488	21,787	8%	235,701	19,813	1,973	
POOL DONATIONS	1,000	- 0 -	0%	1,000	- 0 -	- 0 -	
CONCESSION STAND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SWIMMING LESSONS	13,858	- 0 -	0%	13,858	- 0 -	- 0 -	
RECREATION	320,321	81,168	25%	239,153	66,519	14,649	
SPORTS COMPLEX LIGHTS	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SENIOR CENTER	177,650	25,244	14%	152,406	21,753	3,490	
SENIOR SHUTTLE	3,239	1,143	35%	2,096	1,059	84	
RECYCLING	113,141	5,009	4%	108,132	15,555	(10,547)	
ECONOMIC DEVELOPMENT	278,595	6	0%	278,589	7	(1)	
TAX INCREMENT FINANCING	415,999	1,229	0%	414,770	14,913	(13,684)	
TOTAL GOVERNMENTAL FUNDS	13,145,179	1,755,477	13%	11,261,677	1,759,237	(3,760)	
(UNAUDITED)							

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 11/30/2021

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
COMM: COMMERCE BANK	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	250,357.50
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	105,152.25
COMM: COMMERCE BANK	803770SC1	AFS	SARPY CO SD #37-B-REF NE 31 06/15/31 @ 100.00		3.00	AA-	250,000.00 100.00%	250,000.00	250,000.00	253,887.50
COMM: COMMERCE BANK	810183AZ6	AFS	SCOTT'S BLUFF SD #32 NE 24 06/15/24		2.50		250,000.00 100.00%	250,000.00	250,000.00	250,435.00
COMM: COMMERCE BANK	256449BC2	AFS	DODGE SD #595-QSCB NE 25 12/15/25		6.00		300,000.00 100.00%	300,000.00	300,000.00	300,903.00
COMM: COMMERCE BANK	148006EZ8	AFS	CASS CO SD #1 NE 26 12/15/26		2.35		200,000.00 100.00%	200,000.00	200,000.00	200,212.00
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	250,260.00
COMM: COMMERCE BANK	25933AFG6	AFS	DOUGLAS SID #492-REF NE 28 08/15/28		3.20		175,000.00 100.00%	175,000.00	175,000.00	177,835.00
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	157,013.45
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	250,102.52	251,817.50
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	151,239.00
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	254,822.50
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

Pledges By Pledgee And Maturity

BBA

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 11/30/2021

Receipt# Safekeeping Location	CUSIP	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	661615UB8	AFS N PLATTE-REF NE 32 12/15/32		3.00	A	200,000.00 100.00%	200,000.00	200,794.82	207,456.00
COMM: COMMERCE BANK	698864HR9	AFS PAPIILLION MUNI FACS NE 33 12/15/33		3.00	Aa1	175,000.00 100.00%	175,000.00	177,239.71	184,971.50
COMM: COMMERCE BANK	80449PEB7	AFS SAUNDERS SD #9-REF NE 33 12/15/33		3.35		400,000.00 100.00%	400,000.00	395,610.10	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	406,284.00
COMM: COMMERCE BANK	943776KA1	AFS WAVERLY NE 34 06/01/34		2.95		335,000.00 100.00%	335,000.00	335,000.00	342,514.05
COMM: COMMERCE BANK	25930PDA1	AFS DOUGLAS SID #477-REF NE 34 09/15/34		4.00		150,000.00 100.00%	150,000.00	150,000.00	150,879.00
COMM: COMMERCE BANK	840372SX5	AFS SOUTH SIOUX CITY-REF NE 36 08/01/36		2.20		200,000.00 100.00%	200,000.00	200,000.00	198,922.00
COMM: COMMERCE BANK	80378EDN2	AFS SARY SID #263-REF NE 36 09/15/36		3.80		260,000.00 100.00%	260,000.00	260,000.00	265,920.20
COMM: COMMERCE BANK	68905VFK3	AFS OTOE CO NE SD #501-B NE 36 12/15/36		1.70	Aa3	200,000.00 100.00%	200,000.00	200,000.00	195,990.00
COMM: COMMERCE BANK	803757DT4	AFS SARY CO SD#46 NE 36 12/15/36		2.00	AA-	200,000.00 100.00%	200,000.00	203,039.07	202,852.00
COMM: COMMERCE BANK	80377XCV4	AFS SARY CO SID #190-REF NE 37 10/15/37		4.00		205,000.00 100.00%	205,000.00	205,000.00	212,882.25
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	252,662.50
COMM: COMMERCE BANK	80379KCR9	AFS SARY CO SID #272 NE 37 12/15/37		4.25		200,000.00 100.00%	200,000.00	200,000.00	201,784.00

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 11/30/2021

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Receipt# Safekeeping Location	CUSIP	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	25929R9CY9	AFS DOUGLAS CO SID #485 NE 38 05/15/38		2.65		200,000.00 100.00%	200,000.00	200,000.00	200,240.00
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	259,087.50
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	100,779.00
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	150,216.00
COMM: COMMERCE BANK	72778PCU5	AFS PLATTE CO SD #5 NE 38 12/15/38		2.00	AA-	200,000.00 100.00%	200,000.00	200,687.47	201,450.00
COMM: COMMERCE BANK	25934MCK3	AFS DOUGLAS SID #531-REF NE 39 01/15/39		4.35		200,000.00 100.00%	200,000.00	200,000.00	207,514.00
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	220,701.80
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	190,520.60
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	146,616.00
COMM: COMMERCE BANK	25931BE11	AFS DOUGLAS SID #507-REF NE 40 05/01/40		3.15		185,000.00 100.00%	185,000.00	185,000.00	186,191.40
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	181,737.50
COMM: COMMERCE BANK	25938TBK5	AFS DOUGLAS CO SAN & IMP NT NE 4C 06/01/40		2.85		130,000.00 100.00%	130,000.00	130,000.00	129,927.20
COMM: COMMERCE BANK	25930LDG7	AFS DOUGLAS CO NE SID#530 NE 40 09/15/40		3.00		150,000.00 100.00%	150,000.00	150,000.00	152,493.00

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 11/30/2021

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
								Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	25933EEG9	AFS	DOUGLAS CO SAN & IMPT NE 4C 11/15/40		3.15		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	192,753.10
COMM: COMMERCE BANK	164543BF6	AFS	CHERRY CO NE 40 12/15/40		3.00	Aa3	200,000.00 100.00%	200,000.00	205,164.16	205,164.16	211,328.00
COMM: COMMERCE BANK	617775EV9	AFS	MORRILL CO NE 41 06/15/41		2.25		240,000.00 100.00%	240,000.00	240,000.00	240,000.00	238,284.00
COMM: COMMERCE BANK	25939LDA1	AFS	DOUGLAS CO SID #567 NE 41 07/15/41		2.75		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	195,658.00
COMM: COMMERCE BANK	25930LDN2	AFS	DOUGLAS CO SAN #530 NE 41 08/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	195,390.00
COMM: COMMERCE BANK	80379QBT3	AFS	SARPY CO NE SAN-REF NE 41 08/15/41		2.75		255,000.00 100.00%	255,000.00	255,000.00	255,000.00	245,715.45
COMM: COMMERCE BANK	80387LAS7	AFS	SARPY CO SAN & IMP DT NE 41 08/15/41		2.90		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	197,752.00
COMM: COMMERCE BANK	25933EFW3	AFS	DOUGLAS CO NE SAN-B NE 41 09/15/41		2.85		235,000.00 100.00%	235,000.00	235,000.00	235,000.00	228,194.40
COMM: COMMERCE BANK	25931XDM7	AFS	DOUGLAS CO SID #557 NE 41 11/15/41		2.80		165,000.00 100.00%	165,000.00	165,000.00	165,000.00	164,359.80
COMM: COMMERCE BANK	25932XDN4	AFS	DOUGLAS CO NE SID-REF NE 41 12/15/41		2.75		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	250,257.50
COMM: COMMERCE BANK	25940KAS4	AFS	SID DOUGLAS #596-REF NE 41 12/15/41		2.75		275,000.00 100.00%	275,000.00	275,000.00	275,000.00	275,049.50
COMM: COMMERCE BANK	3136AQUZ1	AFS	FNR 2015-92 PA 12/25/41		2.50		1,590,000.00 100.00%	1,590,000.00	556,659.10	557,637.43	572,923.18

51 Securities Pledged To: 1010 - CITY TREASURER

CASH IN BANK \$10,959,883.73

12,355,000.00 11,321,659.10 11,330,275.28 11,423,070.13

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

11/29/2021 10:33 AM - BLA / JNET

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

Pledged Securities Detail
November 30, 2021

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Pledge Values				
								Total Face Total Par	Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
PLEDGEE: CITY OF SEWARD (02)												
CMO	3137AREZ5		1.750		177007034-1		6/15/2027	3,800,000.00	3,800,000.00	374,984.99	380,730.97	380,730.97
FHR	FHR 4066 MH						6/1/2012					
D02/02							AFS	100.00%	100.00%	379,989.43	546.85	381,277.82
CMO	3137AUF53		1.500		185156912-1		10/15/2041	1,000,000.00	1,000,000.00	173,529.44	174,407.88	174,407.88
FHR	FHR 4107 HE						9/1/2012					
D02/02							AFS	100.00%	100.00%	169,895.22	216.91	174,624.79
CMO	3137AWU78		1.250		185157011-1		12/15/2027	1,500,000.00	1,500,000.00	110,713.04	109,617.06	109,617.06
FHR	FHR 4145 AC						12/1/2012					
D02/02							AFS	100.00%	100.00%	110,054.47	115.33	109,732.39
CMO	3137B0NV2		1.500		185157163-1		9/15/2025	2,000,000.00	2,000,000.00	116,509.16	117,220.66	117,220.66
FHR	FHR 4176 EC						3/1/2013					
D02/02							AFS	100.00%	100.00%	116,070.34	145.64	117,366.30
GNMA	36176W2B6		4.000		185168920-1		12/15/2026	560,000.00	560,000.00	44,093.15	46,618.11	46,618.11
GNMA	GNMA POOL 778670						12/1/2011					
D02/02							AFS	100.00%	100.00%	45,453.10	146.98	46,765.09
GNMA	36202ERL5		5.000		185171012-1		3/20/2023	500,000.00	500,000.00	6,078.33	6,232.55	6,232.55
GNM2	GNMA2 POOL 4091						3/1/2008					
D02/02							AFS	100.00%	100.00%	6,138.65	25.33	6,257.88
GNMA	3620A9QG9		3.500		185171527-1		9/15/2024	750,000.00	750,000.00	28,738.45	29,850.87	29,850.87
GNMA	GNMA POOL 723255						9/1/2009					
D02/02							AFS	100.00%	100.00%	29,321.57	83.82	29,934.69
GNMA	3620ARB59		3.500		185171588-1		5/15/2025	1,000,000.00	1,000,000.00	57,261.54	60,165.89	60,165.89
GNMA	GNMA POOL 737260						5/1/2010					
D02/02							AFS	100.00%	100.00%	58,118.35	167.01	60,332.90
MBS	3128MEHL8		5.000		185145155-1		11/1/2024	557,000.00	557,000.00	322.79	330.32	330.32
FGLM	FHLMC POOL G15435						5/1/2015					
D02/02							AFS	100.00%	100.00%	328.82	1.34	331.66
MBS	3128MMLQ4		4.500		185145399-1		12/1/2024	1,015,000.00	1,015,000.00	18,155.18	18,926.65	18,926.65
FGLM	FHLMC POOL G18334						12/1/2009					
D02/02							AFS	100.00%	100.00%	18,441.26	68.08	18,994.73

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.

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

Pledged Securities Detail
November 30, 2021

Report Sequence: sgrp, CUSIP, Ticket

SGRp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
									Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS FGLM D02/02	3128PNBR8 FHLMC POOL J09948		4.000	185147186-1		7/1/2024 6/1/2009 AFS	1,300,000.00 20,986.88	1,300,000.00 100.00%	20,986.88 21,411.01	21,856.33 69.96	21,856.33 21,926.29
MBS FGLM D02/02	3128PQ4E8 FHLMC POOL J11721		4.500	185147195-1		2/1/2025 2/1/2010 AFS	1,200,000.00 25,780.61	1,200,000.00 100.00%	25,780.61 26,480.01	26,895.77 96.68	26,895.77 26,992.45
MBS FGLM D02/02	3128Q0GL5 FHLMC POOL J19203		4.000	185147609-1		5/1/2027 5/1/2012 AFS	425,000.00 35,651.31	425,000.00 100.00%	35,651.31 37,021.19	38,168.01 118.84	38,168.01 38,286.85
MBS FGLM D02/02	31294MML2 FHLMC POOL E03063		3.000	185147907-1		3/1/2022 3/1/2012 AFS	1,000,000.00 1,314.06	1,000,000.00 100.00%	1,314.06 1,315.97	1,381.55 3.29	1,381.55 1,384.84
MBS FGLM D02/02	3132CWTM6 FHLMC POOL SB0556		3.000	177032961-1		9/1/2036 9/1/2021 AFS	342,551.00 337,448.89	342,551.00 100.00%	337,448.89 365,764.11	359,534.13 843.62	359,534.13 360,377.75
MBS FGLM D02/02	31335HUG6 FHLMC POOL C90583		6.000	185150272-1		10/1/2022 10/1/2002 AFS	700,000.00 435.42	700,000.00 100.00%	435.42 435.82	452.76 2.18	452.76 454.94
MBS FGLM D02/02	31335HYR8 FHLMC POOL C90720		5.500	185150298-1		10/1/2023 10/1/2003 AFS	3,250,000.00 17,367.55	3,250,000.00 100.00%	17,367.55 17,703.43	18,103.59 79.60	18,103.59 18,183.19
MBS FGLM D02/02	3133LPT8 FHLMC POOL RD5060		2.000	177025719-1		6/1/2031 5/1/2021 AFS	500,000.00 461,844.73	500,000.00 100.00%	461,844.73 478,033.83	472,891.16 769.74	472,891.16 473,660.90
MBS FNMA D02/02	31371LQY8 FNMA POOL 255271		5.000	185155978-1		6/1/2024 5/1/2004 AFS	500,000.00 3,933.26	500,000.00 100.00%	3,933.26 3,922.19	4,333.84 16.39	4,333.84 4,350.23
MBS FNMA D02/02	31371NJQ9 FNMA POOL 256871		6.500	185156082-1		8/1/2022 7/1/2007 AFS	1,100,000.00 2,390.63	1,100,000.00 100.00%	2,390.63 2,411.51	2,425.10 12.95	2,425.10 2,438.05
MBS FNMV D02/02	31375HAP9 FNMA ARM POOL 334914		2.294	185156211-1		2/1/2026 1/1/1996 AFS	1,000,000.00 703.28	1,000,000.00 100.00%	703.28 705.26	705.25 1.34	705.25 706.59

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

Pledged Securities Detail
November 30, 2021

H231

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS	3138AMK38		4.500		185159473-1		7/1/2026	500,000.00	500,000.00	44,628.37	47,228.11	47,228.11
FNMA	FNMA POOL AI7513						7/1/2011	44,628.37	100.00%	45,968.65	167.36	47,395.47
D02/02							AFS					
MBS	3138EJLQ9		4.000		185159924-1		7/1/2027	443,000.00	443,000.00	46,707.75	49,749.15	49,749.15
FNMA	FNMA POOL AL2134						7/1/2012	46,707.75	100.00%	48,286.76	155.69	49,904.84
D02/02							AFS					
MBS	3138EKRM9		3.500		185160071-1		2/1/2028	500,000.00	500,000.00	58,896.30	62,294.05	62,294.05
FNMA	FNMA POOL AL3191						2/1/2013	58,896.30	100.00%	60,833.43	171.78	62,465.83
D02/02							AFS					
MBS	3138EKVV4		2.500		185160087-1		4/1/2023	525,000.00	525,000.00	13,446.26	13,621.24	13,621.24
FNMA	FNMA POOL AL3327						3/1/2013	13,446.26	100.00%	13,486.49	28.01	13,649.25
D02/02							AFS					
MBS	3138ELGF4		2.500		184006561-1		6/1/2028	2,150,000.00	2,150,000.00	440,328.82	455,414.11	455,414.11
FNMA	FNMA POOL AL3797						6/1/2013	440,328.82	100.00%	456,463.92	917.35	456,331.46
D02/02							AFS					
MBS	3138ELYF4		4.000		185160221-1		10/1/2028	1,000,000.00	1,000,000.00	107,426.10	114,452.62	114,452.62
FNMA	FNMA POOL AL4309						10/1/2013	107,426.10	100.00%	111,353.02	358.09	114,810.71
D02/02							AFS					
MBS	3138EMCY5		4.000		185160242-1		2/1/2027	575,000.00	575,000.00	51,073.57	54,030.88	54,030.88
FNMA	FNMA POOL AL4586						12/1/2013	51,073.57	100.00%	52,887.22	170.25	54,201.13
D02/02							AFS					
MBS	3138EMPD7		3.500		184006560-1		3/1/2029	2,000,000.00	631,641.94	137,812.23	146,710.33	146,710.33
FNMA	FNMA POOL AL4919						2/1/2014	436,361.86	31.58%	145,345.94	401.95	147,112.28
D02/02							AFS					
MBS	3138WDU82		3.000		178000698-1		1/1/2030	1,160,000.00	1,160,000.00	220,186.62	230,703.09	230,703.09
FNMA	FNMA POOL AS4206						12/1/2014	220,186.62	100.00%	230,914.38	550.47	231,253.56
D02/02							AFS					
MBS	3140J5EA3		2.500		185164038-1		12/1/2029	300,000.00	300,000.00	76,068.92	78,710.37	78,710.37
FNMA	FNMA POOL BM1028						3/1/2017	76,068.92	100.00%	76,353.67	158.48	78,868.85
D02/02							AFS					
MBS	3140QGJ99		2.500		177034617-1		12/1/2035	500,000.00	500,000.00	451,329.84	471,016.35	471,016.35
FNMA	FNMA POOL CA8987						12/1/2020	451,329.84	100.00%	476,087.71	940.27	471,956.62
D02/02							AFS					

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SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			Market Value Collateral Value
										Par Value Book Value	Carrying Value Interest Rec		
MBS	3140X9CH6 FNMA POOL FM5471		2.500		199000173-1		12/1/2035	465,000.00	465,000.00	417,097.56	433,450.04	433,450.04	433,450.04
D02/02							AFS	417,097.56	100.00%	439,134.89	868.95	434,318.99	434,318.99
MBS	3140X9LK9 FNMA POOL FM5729		3.000		177020855-1		1/1/2041	500,000.00	500,000.00	361,676.40	378,384.73	378,384.73	378,384.73
D02/02							AFS	361,676.40	100.00%	384,558.52	904.19	379,288.92	379,288.92
MBS	31410KAW4 FNMA POOL 889321		4.000		185164389-1		3/1/2023	2,050,000.00	2,050,000.00	893.55	894.44	894.44	894.44
D02/02							AFS	893.55	100.00%	901.80	2.98	897.42	897.42
MBS	31412PK6 FNMA POOL 931478		4.500		185164602-1		7/1/2024	2,900,000.00	2,900,000.00	39,888.92	41,582.17	41,582.17	41,582.17
D02/02							AFS	39,888.92	100.00%	40,732.03	149.58	41,731.75	41,731.75
MBS	31417SAL4 FNMA POOL AC5410		4.500		185165282-1		10/1/2024	2,040,000.00	2,040,000.00	55,153.48	57,487.61	57,487.61	57,487.61
D02/02							AFS	55,153.48	100.00%	56,482.26	206.83	57,694.44	57,694.44
MBS	31418AAC2 FNMA POOL MA0902		3.000		185165786-1		11/1/2026	1,000,000.00	1,000,000.00	45,411.22	47,078.03	47,078.03	47,078.03
D02/02							AFS	45,411.22	100.00%	45,889.51	113.53	47,191.56	47,191.56
MBS	31418AKN7 FNMA POOL MA1200		3.000		177011537-1		10/1/2032	800,000.00	800,000.00	159,352.03	168,036.25	168,036.25	168,036.25
D02/02							AFS	159,352.03	100.00%	168,270.99	398.38	168,434.63	168,434.63
MBS	31418AQY7 FNMA POOL MA1370		2.500		185166318-1		3/1/2023	500,000.00	500,000.00	13,732.83	13,908.91	13,908.91	13,908.91
D02/02							AFS	13,732.83	100.00%	13,777.60	28.61	13,937.52	13,937.52
MBS	31418AYS1 FNMA POOL MA1620		2.500		185166625-1		10/1/2023	587,000.00	587,000.00	29,357.42	29,898.66	29,898.66	29,898.66
D02/02							AFS	29,357.42	100.00%	29,490.06	61.16	29,959.82	29,959.82
MBS	31418B5R3 FNMA POOL MA2655		4.000		177020853-1		6/1/2036	410,000.00	410,000.00	121,790.38	131,834.05	131,834.05	131,834.05
D02/02							AFS	121,790.38	100.00%	130,948.68	405.97	132,240.02	132,240.02
MBS	31418DT77 FNMA POOL MA4173		2.000		177023307-1		11/1/2030	771,122.00	771,122.00	577,983.04	590,898.50	590,898.50	590,898.50
D02/02							AFS	577,983.04	100.00%	588,647.19	963.31	591,861.81	591,861.81

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										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS	31418DZ96	1.500			184010674-1		6/1/2031					
FNMA	FNMA POOL MA4367						5/1/2021	500,000.00	500,000.00	463,624.54	466,351.04	466,351.04
D02/02							AFS	463,624.54	100.00%	473,498.85	579.53	466,930.57
MUNI	259290EB6	3.100		NE	185142828-1	Contn	8/15/2030					
GO	DOUGLAS CNTY NE SAN & IMPT DIS					12/1/2021	6/15/2016	150,000.00	150,000.00	150,000.00	150,105.00	150,105.00
D02/02						100.000	AFS	150,000.00	100.00%	150,000.00	1,369.17	151,474.17
MUNI	259292CS7	2.700		NE	185142831-1	Contn	11/15/2026					
GO	DOUGLAS CNTY SAN IMPT DIST 427					11/15/2022	11/15/2017	280,000.00	280,000.00	280,000.00	282,296.00	282,296.00
D02/02						100.000	AFS	280,000.00	100.00%	280,000.00	336.00	282,632.00
MUNI	25930HAU8	2.400		NE	185142850-1	Contn	3/15/2022					
GO	DOUGLAS CNTY NE SAN & IMPT DIS					12/1/2021	3/15/2015	75,000.00	75,000.00	75,000.00	75,075.00	75,075.00
D02/02						100.000	AFS	75,000.00	100.00%	75,000.00	380.00	75,455.00
MUNI	25930PCG9	2.900		NE	185142854-1	Contn	11/15/2028					
GO	DOUGLAS CNTY NE SAN & IMPT					12/1/2021	11/15/2016	80,000.00	80,000.00	80,000.00	80,059.20	80,059.20
D02/02						100.000	AFS	80,000.00	100.00%	80,000.00	103.11	80,162.31
MUNI	25930TBJ6	2.900		NE	184003054-1	Cont	11/15/2036					
GO	DOUGLAS CNTY NEB SANI & #421					5/15/2025	5/19/2020	50,000.00	50,000.00	50,000.00	53,130.50	53,130.50
D02/02						100.000	AFS	50,000.00	100.00%	50,000.00	64.44	53,194.94
MUNI	25931BEG7	2.750		NE	184010678-1	Cont	5/1/2035					
GO	DOUGLAS CNTY NEB SAN & IMPT DI					5/1/2026	5/3/2021	175,000.00	175,000.00	175,000.00	175,827.75	175,827.75
D02/02						100.000	AFS	175,000.00	100.00%	175,000.00	401.04	176,228.79
MUNI	25931LCN2	2.700		NE	185142862-1	Contn	11/15/2028					
GO	DOUGLAS CNTY NE SAN & IMPT					12/1/2021	11/15/2016	170,000.00	170,000.00	170,000.00	170,105.40	170,105.40
D02/02						100.000	AFS	170,000.00	100.00%	170,000.00	204.00	170,309.40
MUNI	25931VBN1	3.500		NE	185142866-1	Contn	8/15/2032					
GO	DOUGLAS CNTY NE SAN & IMPT					7/15/2022	7/27/2017	50,000.00	50,000.00	50,000.00	50,316.50	50,316.50
D02/02						100.000	AFS	50,000.00	100.00%	50,000.00	515.28	50,831.78
MUNI	25931VCF7	2.350		NE	177020849-1	Cont	8/15/2035					
GO	DOUGLAS CNTY NEB SAN #471					2/15/2026	2/19/2021	100,000.00	100,000.00	100,000.00	101,491.00	101,491.00
D02/02						100.000	AFS	100,000.00	100.00%	100,000.00	691.94	102,182.94
MUNI	25933BEB6	3.000		NE	184003099-1	Cont	11/15/2035					
GO	DOUGLAS CNTY NEB SAN & IMPT DI					5/15/2025	5/19/2020	150,000.00	150,000.00	150,000.00	157,486.50	157,486.50
D02/02						100.000	AFS	150,000.00	100.00%	150,000.00	200.00	157,686.50

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Cattie Bank & Trust (052)
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Pledged Securities Detail
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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values		
									Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec
MUNI REV D02/02	373807CE4 GERING NEB COMBINED UTILS REV		1.850	NE	184010461-1	Cont 4/29/2026 100.000	12/15/2035 4/29/2021 AFS	100,000.00 100,000.00	100,000.00 100,000.00	100,671.00 853.06	100,671.00 101,524.06
MUNI GO D02/02	406036HN6 HALL CNTY NE SCD #2 GRAND IS		2.400	NE	185176896-1	Contin 12/1/2021 100.000	12/15/2024 2/9/2015 AFS	100,000.00 100,000.00	100,000.00 100,000.00	100,154.00 1,106.67	100,154.00 101,260.67
MUNI GMCP D02/02	497593DJ9 KIRKWOOD CMNTY COLLEGE IOWA CT		4.000	IA	177032959-1	Cont 6/1/2034 3/23/2020 100.000	6/1/2034 3/23/2020 AFS	365,000.00 365,000.00	365,000.00 435,205.97	432,448.35 7,300.00	432,448.35 439,748.35
MUNI GO D02/02	505318QS7 LA VISTA NE		2.650	NE	185179244-1	Contin 12/1/2021 100.000	11/15/2024 12/31/2014 AFS	115,000.00 115,000.00	115,000.00 115,000.00	115,188.60 135.44	115,188.60 115,324.04
MUNI REV D02/02	57973FDD8 MCCOOK NE PUBLIC PWR DIST		3.150	NE	185181069-1	Contin 8/9/2022 100.000	12/15/2030 8/9/2017 AFS	100,000.00 100,000.00	100,000.00 100,000.00	100,934.00 1,452.50	100,934.00 102,386.50
MUNI REV D02/02	71366VKE9 PERENNIAL PUB PWR DIST NEB ELE		1.800	NE	177020856-1	Cont 2/17/2026 100.000	12/15/2036 2/17/2021 AFS	210,000.00 210,000.00	210,000.00 210,000.00	212,658.60 1,743.00	212,658.60 214,401.60
MUNI GO D02/02	803766BG8 SARPY CNTY NE SAN & IMPT		2.850	NE	185187208-1	Contin 12/1/2021 100.000	5/15/2022 7/1/2015 AFS	90,000.00 90,000.00	90,000.00 90,000.00	90,151.20 114.00	90,151.20 90,265.20
MUNI GO D02/02	80376DCN7 SARPY CNTY NE SAN & IMPT DIST		3.250	NE	185187210-1	Contin 12/1/2021 100.000	10/15/2023 10/15/2012 AFS	200,000.00 200,000.00	200,000.00 200,000.00	200,456.00 830.56	200,456.00 201,286.56
MUNI GO D02/02	80376ECZ8 SARPY CNTY NE SAN & IMPT DIST		3.750	NE	185187211-1	Contin 2/15/2022 100.000	8/15/2029 2/15/2017 AFS	90,000.00 90,000.00	90,000.00 90,000.00	90,729.90 993.75	90,729.90 91,723.65
MUNI GO D02/02	80376UBK6 SARPY CNTY NE SAN & IMPT DIST		2.700	NE	185187214-1	Prerefnd 7/15/2022 100.000	8/15/2026 7/15/2017 AFS	50,000.00 50,000.00	50,000.00 50,000.00	50,807.00 397.50	50,807.00 51,204.50
MUNI GO D02/02	80377BKT8 SARPY CNTY NEB S&I DIST #264		2.350	NE	184010680-1	Cont 5/3/2026 100.000	8/15/2034 5/3/2021 AFS	180,000.00 180,000.00	180,000.00 180,000.00	180,862.20 1,245.50	180,862.20 182,107.70

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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		
								Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MUNI	80377TBE2 SARPY CNTY NE SAN & IMPPT DIST	2.800	NE 185187220-1	Contn 12/1/2021	11/15/2028 11/15/2016	85,000.00	85,000.00	85,000.00	85,059.50	85,059.50
D02/02				100.000	AFS	85,000.00	100.00%	85,000.00	105.78	85,165.28
MUNI	80377TBF9 SARPY CNTY NE SAN & IMPPT DIST	2.900	NE 185187221-1	Contn 12/1/2021	11/15/2029 11/15/2016	85,000.00	85,000.00	85,000.00	85,069.70	85,069.70
D02/02				100.000	AFS	85,000.00	100.00%	85,000.00	109.56	85,179.26
MUNI	80378TEW8 SARPY CNTY NE SAN & IMPPT DIST	3.850	NE 185187230-1	Contn 4/15/2023	10/15/2033 4/15/2018	85,000.00	85,000.00	85,000.00	86,502.80	86,502.80
D02/02				100.000	AFS	85,000.00	100.00%	85,000.00	418.15	86,920.95
MUNI	80379AEF5 SARPY CNTY NEB SAN & IMPPT #243	2.700	NE 177011631-1	Cont 8/15/2025	8/15/2038 8/19/2020	290,000.00	290,000.00	290,000.00	289,257.60	289,257.60
D02/02				100.000	AFS	290,000.00	100.00%	290,000.00	2,305.50	291,563.10
MUNI	80379KEN6 SARPY CNTY NEB SAN & IMPPT #272	2.300	NE 177018881-1	Cont 12/15/2025	12/15/2034 1/11/2021	50,000.00	50,000.00	50,000.00	48,946.00	48,946.00
D02/02				100.000	AFS	50,000.00	100.00%	50,000.00	530.28	49,476.28
MUNI	818473FD7 SEWARD CNTY NE CENTENNIAL PUB	3.000	NE 185187536-1	Prerfnd 7/27/2022	12/15/2031 7/27/2017	250,000.00	250,000.00	250,000.00	254,747.50	254,747.50
D02/02	A+			100.000	AFS	250,000.00	100.00%	250,316.92	3,458.33	258,205.83
MUNI	81847ELJ3 SEWARD NE	2.150	NE 185187544-1	Contn 12/1/2021	12/15/2022 3/27/2012	100,000.00	100,000.00	100,000.00	100,119.00	100,119.00
D02/02				100.000	AFS	100,000.00	100.00%	100,000.00	991.39	101,110.39
MUNI	81847ELK0 SEWARD NE	2.350	NE 185187545-1	Contn 12/1/2021	12/15/2023 5/18/2012	95,000.00	95,000.00	95,000.00	95,132.05	95,132.05
D02/02				100.000	AFS	95,000.00	100.00%	95,000.00	1,029.43	96,161.48
MUNI	818480BF1 SEWARD NEB ARPT AUTH	3.550	NE 185187553-1	Contn 12/1/2021	1/15/2024 9/1/2011	120,000.00	120,000.00	120,000.00	120,318.00	120,318.00
D02/02				100.000	AFS	120,000.00	100.00%	120,000.00	1,609.33	121,927.33
MUNI	818483EQ8 SEWARD NE ELEC REV	2.350	NE 185187554-1	Contn 12/1/2021	2/15/2023 3/27/2012	110,000.00	110,000.00	110,000.00	110,148.50	110,148.50
D02/02				100.000	AFS	110,000.00	100.00%	110,000.00	761.14	110,909.64
MUNI	818483FG9 SEWARD NE ELEC REV	2.450	NE 185187557-1	Contn 12/1/2021	2/15/2028 6/15/2016	150,000.00	150,000.00	150,000.00	150,120.00	150,120.00
D02/02				100.000	AFS	150,000.00	100.00%	150,000.00	1,082.08	151,202.08

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										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MUNI	886094CD1 THURSTON CNTY NEB	2.500	184003102-1	NE		Cont 5/28/2025	12/15/2035 5/28/2020	200,000.00	200,000.00	201,484.00	201,484.00	
D02/02						100.000	AFS	200,000.00	100.00%	197,240.96	2,305.56	203,789.56
MUNI	943781BN3 WAVERLY NE COMB UTIL REV	3.100	185198094-1	NE		Contin 12/1/2021	6/15/2029 1/20/2016	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
D02/02						100.000	AFS	100,000.00	100.00%	100,000.00	1,429.44	101,429.44
TAX	079238AY7 BELLEVUE NEB REDEV REV	2.950	185138622-1	NE		Cont 11/15/2021	12/15/2021 5/6/2019	250,000.00	250,000.00	250,000.00	250,385.00	250,385.00
D02/02						100.000	AFS	250,000.00	100.00%	250,000.00	3,400.69	253,785.69
TAX	61778RBT8 MORRILL CNTY NEB SCH DIST #63	1.937	177020846-1	NE		Cont 12/1/2025	12/1/2031 2/25/2021	210,000.00	210,000.00	210,000.00	202,351.80	202,351.80
D02/02	AA A3					100.000	AFS	210,000.00	100.00%	210,000.00	2,033.85	204,385.65
TAX	68189TBA3 OMAHA NEB SPL OBLIG	6.400	185184294-1	NE			2/1/2026 3/25/2008	55,000.00	35,000.00	35,000.00	38,075.10	38,075.10
D02/02	AA+ Aa3						AFS	55,000.00	63.64%	35,000.00	746.66	38,821.76
CITY OF SEWARD								49,902,314.94		10,867,108.84	11,163,253.43	11,163,253.43
										11,152,092.96	54,988.74	11,218,242.16

CASH IN BANK \$9,999,710.08

3. City Codes Director Report

OPEN Property Maintenance Code Violation Report

					Updated 12-9-2021
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2021					
851 N 5th	Grass and Rubbish in backyard between fences	11/9/2021	Lindsay Mueller 851 N 5th St	Phone Call 402-646-5215 In Person	Tim visited the property, no one answered the door, left a door hanger. Left a message on Lindsay's phone to call. Lindsay called and it will be cleaned up no later than Monday 11-15-2021. Taken care of same day
720 N 1st	Grass/Weeds not mowed. Trash piled up and not being disposed of.	6/24/2021	Homemade Holdings LLC 842 N Lakeshore Dr Lincoln, NE 68528-1029	Phone Call 402-805-9195	Tim talked to the owners. They were unaware of the trash at the curb. They will contact their contractor and get it cleaned up shortly 10-26-21, Taken care of sameday.
725 N 6th St	Trash/rubbish in the front yard	10/4/2021	Dean Lee LLC PO Box 764 Wilber, NE	In person/phone call	Tim spoke with the property owner and the trash was removed same day.
57 Ash	Weeds	9/14/2021		In Person	Bill Arkel CSO, made contact with the tenant. The tenant cannot mow at this time and the landlord is suppose to be helping her out. Mowed 9-9-2021
1987 Star	Shipping Container	9/7/2021	Steve Rathje	Phone	Dave called and is doing remodeling and using the container to store building materials, Tim informed him he needed a building permit for the work and that the container could remain during the course of work. Builing permit was approved 9-8-2021
		9/7/2021		In Person	Bill Arkel CSO, made contact with Dave Rathje who resides on the premise. Dave will be calling to set something up.
240 N 7th	Weeds too tall	9/7/2021	Lindsey Kubicek - Seward Academy		Bille Arkel CSO called the Academy and they are in the process of cutting it back
444 Hillcrest	Grass/Shrubs too tall. Obstructing sight	8/18/2021	Jonathon Moberly/Jennifer Freund	In Person	Bill Arkel CSO spoke with the homeowner on 8-11-2021. The will trim it back. As of 9-3 nothing has been cut.
511 Bradford St	Building identification sign to large	9/1/2021	Huron Heights Retreat, LLC Scott Dinslage	In Person	Scott submitted an application for a sign permit with a new image and dimensions for the side of the building that met the standards of the sign ordinance for the CBD

OPEN Property Maintenance Code Violation Report

		8/11/2021		In Person	The Alps Bark Park sign was partially painted over and Scott informed the permitting office he would looking at additional resouces to help keep the sign.
		8/9/2021		In Person	Tim spoke with Scott Dinslage and informed him of the sign ordinance for the CBD and the need for a sign permit, and that the signage was in violation and had to be removed.
635 N 2nd St	Weeds	8/9/2021	Marianna Bailey	In Person	Bill Arkel, CSO spoke with the owner. The weeds are partially taken down. In process of removing the remainder.
530 N 5th St	12 bags of trash in the alley not in a container, RV parked on the grass	8/3/2021	Nicole Lynn/Jeremy Martin	In Person	The trash was removed, The owners are out of town. Bill Arkel, CSO will contact the owners when they return. As of 8-24 the RV is still parked on the grass.
		7/30/2021			Bill Arkel,CSO left a door hanger.
518 N 5th St	Parking vehicles on the grass.		Jesse Webster	In Person	Bill Arkel, CSO spoke with the owner. The non-running vehicle was removed and an apporoved parking surface was being installed for the remaining vehicle.
441 Grand Ave	Brush pile not cleaned up	7/30/2021	Philip Friedrich	Phone Call	Bill Arkel, CSO Spoke with Philip, he would have the tenants remove the pile. The brush has been removed and cleaned up
205 E Moffit St	Grass and Weeds not mowed, Car parked on the grass	7/19/2021	Heather Probasco	In Person	Bill Arkel, CSO Spoke with the owner. Grass and weeds have been mowed and the care has been moved to the driveway.
720 N 1st	Grass/Weeds not mowed. The house needs painted. It's chipping down to the wood.	7/19/2021	Brad & Monique Peetz	In Person	Bill Arkel CSO will verify the height of the grass and exterior protection. 7-14-21 Bill Arkel verified that the front and backyard has been mowed.
1683 Eastridge	Home Occupation Sign	7/15/2021	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.	7/13/2021	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.

OPEN Property Maintenance Code Violation Report

143 E Lincoln	Debris in Alley	7/30/2021	Charles Jaudon	Phone Call	There was a debris 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	6/30/2021	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	6/24/2021	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		Melissa Genetti	In person, phone call	Bill Arkel CSO left a door hanger, left message on phone.
429 S Columbia	Grass/Weeds not mowed	6/15/2021	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	6/11/2021			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	6/2/2021	Patricia Johnson	Phone Call	Dumpster was delivered for debris, yard was mowed and weeds were chopped down.
					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.

CURRENT YEAR: November 2021

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 2,127.50	\$ 288,149.90
REMODEL/ADDIT.	11	\$ 812.25	\$ 152,153.39
ACCESSORY	6	\$ 1,092.80	\$ 360,207.00
RELOCATE	2	\$ -	\$ -
ELECTRIC			
PLUMBING	9	\$ 755.00	
MECHANICAL	8	\$ 980.00	
SEWER TAP	1	\$ 250.00	
WATER TAP	1	\$ 838.00	
TEMP. ELEC.	1	\$ 50.00	
ELECTRIC SER.	1	\$ 200.00	
TOTALS	41	\$ 7,105.55	\$ 800,510.29

LAST YEAR: November 2020

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	1	\$ 2,108.90	\$ 260,076.00
REMODEL/ADDIT.	4	\$ 855.90	\$ 279,659.37
ACCESSORY	4	\$ 75.60	\$ 1,500.00
RELOCATE	2	\$ 50.00	\$ 27,546.06
ELECTRIC			
PLUMBING	11	\$ 915.00	\$ -
MECHANICAL	7	\$ 555.00	\$ -
SEWER TAP	1	\$ 250.00	\$ -
WATER TAP	1	\$ 881.00	\$ -
TEMP. ELEC.	1	\$ 50.00	\$ -
ELECTRIC SER.	1	\$ 400.00	\$ -
TOTALS	33	\$ 6,141.40	\$ 568,781.43

YEAR TO DATE January to December 2021

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	29	\$ 62,114.40	\$12,445,872.72
REMODEL/ADDIT.	95	\$ 14,487.04	\$ 5,043,396.32
ACCESSORY	140	\$ 13,279.25	\$ 1,021,749.82
RELOCATE	23	\$ 1,233.00	\$ 349,209.74
ELECTRIC			
PLUMBING	137	\$ 11,146.00	\$ -
MECHANICAL	83	\$ 10,038.03	\$ -
SEWER TAP	24	\$ 6,000.00	\$ -
WATER TAP	24	\$ 20,886.00	\$ -
TEMP. ELEC.	24	\$ 1,200.00	\$ -
ELECTRIC SER.	25	\$ 5,600.00	\$ -
TOTALS	604	\$ 145,983.72	\$18,860,228.60

YEAR TO DATE January to December 2020

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	27	\$ 61,280.05	\$12,601,745.30
REMODEL/ADDIT.	73	\$ 14,014.29	\$ 5,113,363.89
ACCESSORY	163	\$ 14,924.30	\$ 667,482.55
RELOCATE	37	\$ 1,050.00	\$ 309,414.98
ELECTRIC			
PLUMBING	141	\$ 11,750.00	\$ -
MECHANICAL	82	\$ 10,703.03	\$ -
SEWER TAP	24	\$ 6,000.00	\$ -
WATER TAP	24	\$ 21,144.00	\$ -
TEMP. ELEC.	25	\$ 1,250.00	\$ -
ELECTRIC SER.	25	\$ 6,000.00	\$ -
TOTALS	621	\$ 148,115.67	\$18,692,006.72

4. Police Department Report



City of Seward Police Department

Monthly Statistics November 2021

Service Calls	447
Accidents	7
Arrests	7
Citations	27
Warnings	96
Parking Tickets	10

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

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Ordinance Approving the Preliminary and Final Plat of DNR Farms LLC Addition - Building/Zoning & Code Enforcement Director Dworak

Return To: Derek Bargmann
City of Seward
Seward, NE

ORDINANCE NO. 2021-30

AN ORDINANCE TO APPROVE THE PLAT ENTITLED "DNR FARMS LLC ADDITION", A PLAT OF LAND LOCATED IN THE S1/2 OF THE NE1/4 OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA," AS HEREINAFTER SET FORTH; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

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

A LEGAL DESCRIPTION OF A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 3 EAST, OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 8; THENCE, WEST ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER, ON AN ASSUMED BEARING OF S 89°54'16" W FOR A DISTANCE OF 70.00' TO THE POINT OF BEGINNING; THENCE S 89°54'16" W, CONTINUING ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER, FOR A DISTANCE OF 2612.77' TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER; THENCE S 00°01'23" E, ON THE WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER, FOR A DISTANCE OF 912.28'; THENCE N 89°53'09" E FOR A DISTANCE OF 1060.15'; THENCE S 00°01'23" E FOR A DISTANCE OF 415.00' TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER; THENCE N 89°53'09" E, ON THE SOUTH LINE OF THE NORTHEAST QUARTER, FOR A DISTANCE OF 412.60'; THENCE N 00°00'40" W FOR A DISTANCE OF 723.44'; THENCE N 89°51'16" E FOR A DISTANCE OF 1139.54'; THENCE N 00°00'30" E FOR A DISTANCE OF 602.37' TO THE POINT OF BEGINNING, AND HAVING A CALCULATED AREA OF 50.54 ACRES MORE OR LESS.

Section 2. Plat Designated. The plat of said real estate is hereby designated as "DNR FARMS LLC ADDITION", City of Seward, Seward County, Nebraska."

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

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

Passed and approved this _____ day of _____, 2021.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Attest:

Derek Bargmann
City Clerk

LEGAL DESCRIPTION:

A legal description of a part of the South Half of the Northeast Quarter of Section 8, Township 11 North, Range 3 East, of the 6th P.M., Seward County, Nebraska, and more particularly described as follows:

Referring to the Northeast Corner of the South Half of the Northeast Quarter of Section 8; Thence, West on the North Line of the South Half of the Northeast Quarter, on an assumed bearing of S 89°54'16" W for a distance of 70.00' to the Point of Beginning;

Thence S 89°54'16" W, continuing on the North Line of the South Half of the Northeast Quarter, for a distance of 2612.77' to the Northwest Corner of the South Half of the Northeast Quarter; Thence S 00°01'23" E, on the West Line of the South Half of the Northeast Quarter, for a distance of 912.28'; Thence N 89°53'09" E for a distance of 1060.15'; Thence S 00°01'23" E for a distance of 415.00' to a point on the South Line of the Northeast Quarter; Thence N 89°53'09" E, on the South Line of the Northeast Quarter, for a distance of 412.60'; Thence N 00°00'40" W for a distance of 723.44'; Thence N 89°51'16" E for a distance of 1139.54'; Thence N 00°00'30" E for a distance of 602.37' to the Point of Beginning, and having a calculated area of 50.54 Acres more or less.

Subject to any and all easements and restrictions of record

SURVEYOR'S CERTIFICATE:

I, Marc J. Raphael, hereby certify that I am a Professional Land Surveyor, Registered in compliance with the laws of the State of Nebraska, that this plat correctly represents a survey conducted by me or under my direct supervision, that any changes from the description appearing in the last record transfer of the land contained in this plat are so indicated, that all monuments shown hereon actually exist as described and their position is correctly shown and that all dimensional and geodetic data is correct.

Signed this _____ day of _____, 2021.

Marc J. Raphael, L.S. #695

APPROVAL OF THE SEWARD ZONING ADMINISTRATOR:

This preliminary plat of "DNR Farms LLC Addition" has been submitted to and approved by the Seward Zoning Administrator this _____ day of _____, 2021.

Seward Zoning Administrator

OWNER OF PROPERTY:
DNR FARMS, LLC

SURVEYOR:
ALLIED SURVEYING & MAPPING
8535 EXECUTIVE WOODS DRIVE
SUITE 200
LINCOLN, NE 68512
402-434-8494

BENCHMARK:
NGS LG0507
Disk in Bridge Abutment
Elevation = 1442.73 (NAVD 1988)

ZONING:

Current Zoning: AG - Agricultural
Proposed Zoning: C-2 - Highway Commercial District

APPROVAL OF THE SEWARD PLANNING COMMISSION:

This preliminary plat of "DNR Farms LLC Addition" has been submitted to and approved by the Seward Planning Commission this _____ day of _____, 2021.

Chairperson

Secretary of Planning Commission

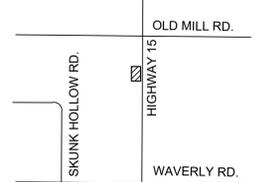
APPROVAL OF THE SEWARD CITY COUNCIL:

This preliminary plat of "DNR Farms LLC Addition" has been submitted to and approved by the Seward City Council this _____ day of _____, 2021.

Mayor

Attest:

City Clerk



VICINITY MAP

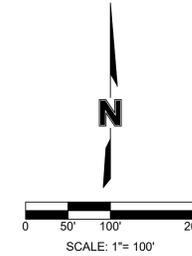
DNR FARMS LLC ADDITION

PRELIMINARY PLAT

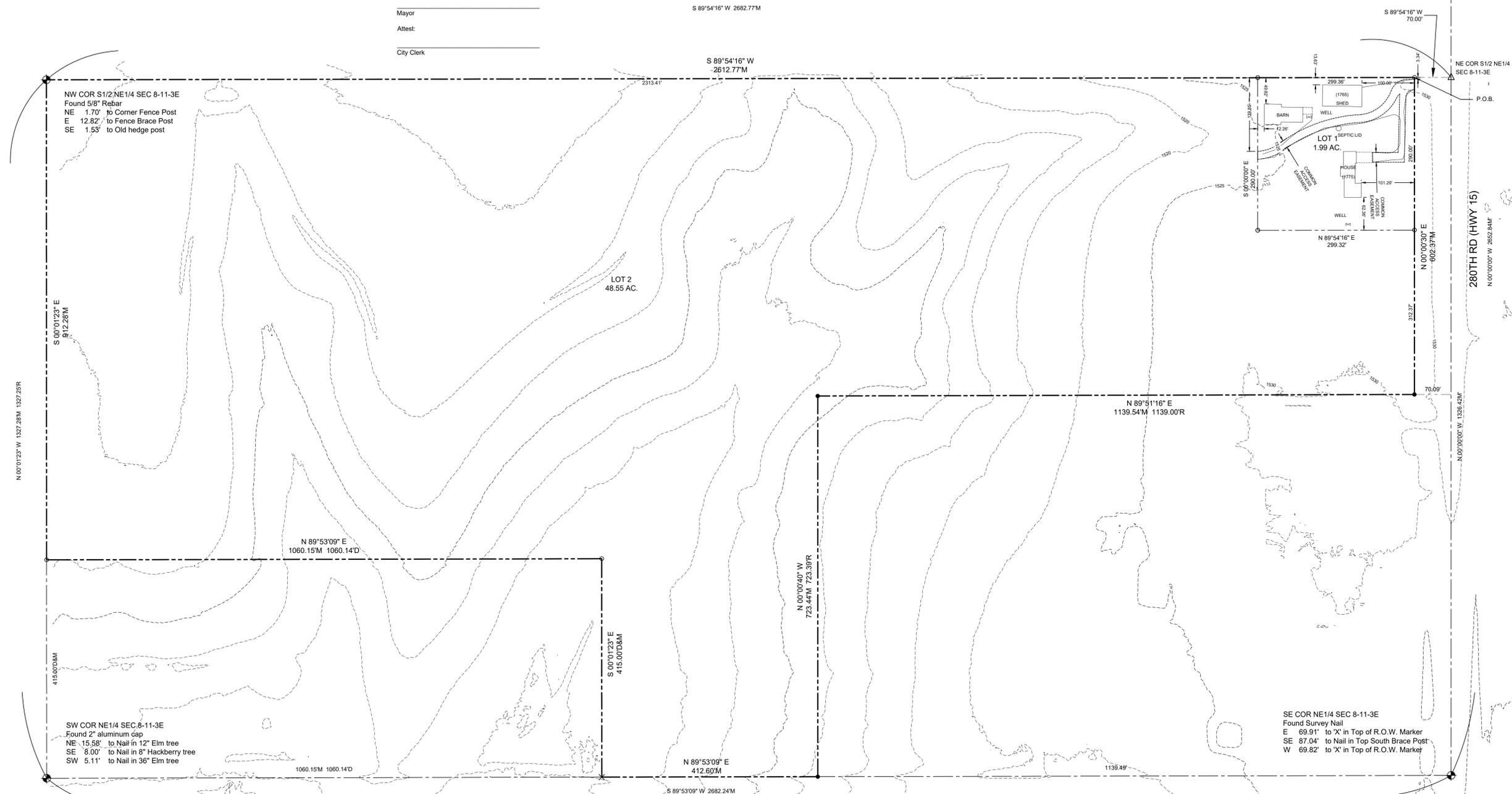
A PLAT OF LAND LOCATED IN THE S1/2 OF THE NE1/4 OF SECTION 8, TOWNSHIP 11N, RANGE 3E OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA

LEGEND

- = FD, 1" PIPE
- = SET 5/8"x24" REBAR
W 5/8" PLASTIC CAP
- × = FD, 5/8" REBAR
- △ = CALCULATED POINT
- ◆ = SECTION CORNER
- D = DEED DISTANCE
- M = MEASURED DISTANCE
- R = RECORDED DISTANCE



NE COR NE1/4 SEC 8-11-3E
Found Survey Nail
NE 75.99' to 'X' in Top of R.O.W. Marker
ESE 84.21' to 2" Aluminum Cap
NNW 76.65' to 'X' in Top of R.O.W. Marker



REVISIONS	
DATE	DESCRIPTION

2021

**DNR FARMS LLC ADDITION
PRELIMINARY PLAT**

SITE PLAN

SEWARD, NEBRASKA

drawn by:	JDS
checked by:	-
approved by:	-
project no.:	2021-0235
drawing no.:	-
date:	11/11/2021

BWC: F:\Projects\2021\20210235 Landplanning\Final Plat\210235 Prelim Plat.dwg
 DATE: Dec 14, 2021 7:40am
 USER: jill
 lidar surface 5533


Civil Design Group, Inc.
 8535 EXECUTIVE WOODS DR., SUITE 200
 LINCOLN, NEBRASKA 68512
 Ph. 402-434-8494 Fax 866-215-8747
 www.civildg.com

CONSULTING ENGINEERS AND LAND USE PLANNERS
 CIVIL DESIGN • SITE DEVELOPMENT • PLANNING AND ZONING

APPLICATION TYPE

Major Subdivision Application

FINAL ACTION?

DEVELOPER/OWNER

DNR Farms LLC/Tom Richters

PC HEARING DATE

December 13, 2021

RELATED APPLICATIONS

Rezone and Special Use
Permit

PROPERTY ADDRESS, ZONING DISTRICT/USE

1775 280th Rd unit 20, AG, Commercial

ADJACENT ZONING DISTRICTS/USE:

North, AG, Agriculture – RFK 1 LLC

East, AG, Agriculture – Wake and Company Inc/Max Wake

South, AG, Single Family Residential – MRK Properties LLC, Nick Eberspacher

West, AG – Agriculture – M R L Family Limited Partnership

BRIEF SUMMARY OF REQUEST:

A Major Subdivision preliminary and final plat review of lots 1 and 2 DNR Farms LLC Addition. This subdivision is for the purpose of parceling out a lot for commercial and single family use.



APPLICATION CONTACT

Tom Richters, C# 402-643-8133, H# 402-643-4141

1775 280th Rd unit 20, Seward, NE 68434

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

Use type matches the comprehensive plan.

ANALYSIS

This is a Major Subdivision application to separate a parcel of land, which currently is used as a trade service and residential use by the applicant. The remainder of the original lot used for residential is being added back to the AG land use. As part of the subdivision, a rezone will be required along with a special use permit for the residential and limiting the use to trade services only for lot 1.

In accordance with ULDO Article 38 Subdivision Approvals and Procedures the Major Subdivision Procedure is implemented here for the purpose of platting of the lots. The platted lots 1 and 2 meet the minimum requirements for lots in a C-2 (Highway Commercial) and AG (Agricultural) zone. The subject property is not served by City utilities and streets and does not require the extension of utilities and streets.

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

APPROXIMATE LAND AREA:

50.54 acres or 2,201,522.4 square feet +/-

LEGAL DESCRIPTION:

A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 3 EAST, OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, AND MORE PARTICULARY DESCRIBED AS FOLLOWS:

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director



Major Subdivision Application

City of Seward

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

Date Submitted: 11-10-2021

4980-

Preliminary Plat Application Fees:
\$400.00 + \$40.00 Per Lot (\$ 490.00), + \$100 Notification fee = \$580.00

Name of Subdivision: DNR Farms LLC Addition

Owner/Developer: DNR Farms

Legal Description: Part of S 1/2 of the NE 1/4 of Section 8 Township 11N, Range 3E of the 6th P.M. Seward County, NE

Project Engineer: Allied Surveying Number of Lots: 2

Present Zoning: Ag Requested Zoning: C2

Within City Limits	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	NA	<input type="checkbox"/>
Adjacent to City Limits	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	NA	<input checked="" type="checkbox"/>
Within 2 mile area	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	NA	<input type="checkbox"/>
Annexation Requested	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	NA	<input type="checkbox"/>
Subdivision Agreement submitted	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	NA	<input checked="" type="checkbox"/>
Performance Bond Required	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	NA	<input checked="" type="checkbox"/>

Signed by Developer: Channon K. Richter

Preliminary Plat Review

Staff Review

Electric Dept	<input type="checkbox"/>
Street Dept	<input type="checkbox"/>
Water/Waste	<input type="checkbox"/>
Police Dept	<input type="checkbox"/>
Park/Rec Dept	<input type="checkbox"/>

Agency Review

Cable TV	<input type="checkbox"/>
Gas Co	<input type="checkbox"/>
Telephone Co	<input type="checkbox"/>
School Board	<input type="checkbox"/>
County P.C.	<input type="checkbox"/>

Final Plat Application fees:
\$100.00 + \$10.00 Per Lot (\$ 120) + filing fee (16) = \$136.00

~~Aid to Construction for Electric Dept (City of Seward Resolution 8-07):
Developer fees \$400 Per Lot = \$ _____ + \$1.00 per foot of electrical line installation for lots~~

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

Date and action taken: _____ Total Fees Due: \$716.00
Planning Commission: _____ City Council: _____

2. Public Hearing - 7:00 PM - Ordinance Re-Zoning Property Identified as DNR Farms LLC Addition from 'AG-Agricultural District' to 'C2-Highway Commercial District' - Building/Zoning & Code Enforcement Director Dworak

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

Staff Report

Tim Dworak, Building/Zoning &
Code Enforcement Director

402-643-2928 opt 3 opt 1

APPLICATION TYPE

Rezone Application

FINAL ACTION?

DEVELOPER/OWNER

DNR Farms LLC/Tom Richters

PC HEARING DATE

December 13, 2021

RELATED APPLICATIONS

Major Subdivision and
Special Use Permit

PROPERTY ADDRESS, ZONING DISTRICT/USE

1775 280th Rd unit 20, AG, Commercial

ADJACENT ZONING DISTRICTS/USE:

North, AG, Agriculture – RFK 1 LLC

East, AG, Agriculture – Wake and Co Inc./Max Wake

South, AG, Single Family Residential, Agriculture – MRK Properties LLC, Nick Eberspacher

West, AG, Agriculture – M R L Family Limited Partnership

BRIEF SUMMARY OF REQUEST:

A Rezone application to change the current zoning from AG (Agriculture) to C-2 (Highway Commercial District) for purposes of continuing to operate a trade service business at this location.



APPLICATION CONTACT

Tom Richters, C# 402-641-8133 H# 402-643-4141
1775 280th Rd unit 20, Seward, NE 68434

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

Use type matches the comprehensive plan.

ANALYSIS

Applicant is requesting a rezone from AG Agricultural District to C-2 Highway Commercial District. A major subdivision plat is separating a parcel of land into a commercial lot from agricultural land. The lot has an existing residence and long standing trade services business. The property is surrounded by a combination of acreages and agricultural lots. The parcel meets zoning requirements of highway commercial and R-4 residential. The re-zone is in combination with a major subdivision and special use permit request to continue a residential use.

The current property is located outside the city limits of the City of Seward but is within the Extra Territorial Jurisdiction (ETJ) of the City of Seward.

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

APPROXIMATE LAND AREA:

1.99 acres or 86,684.4 square feet +/-

LEGAL DESCRIPTION:

LOT 1, DNR FARMS LLC ADDITION LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 3 EAST, OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director



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

200 + 100 = \$300.00

REQUEST FOR AMENDMENT TO THE UNIFIED LAND DEVELOPMENT ORDINANCE

CITY OF SEWARD, NEBRASKA

Applicant: DNR Farms Date: 11/10/2011

Address: 1775 280th Unit 20 Application No.: _____

Seward, NE 68434 Phone: 402-641-8133 C#
402-643-4141 Landline

I wish to (build), (alter buildings or structures), or (change the use of the land or structures) at the following described premises:

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

Change the zoning of the subject property from its present classification, Ag - Agriculture
to the following proposed zoning classification: C2 - Highway Commercial District

Amend the text or district regulations as follows:

to permit the following improvement or use: Trade Services - Residential

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

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

Signed: [Signature]

ORDINANCE NO. 2021-31

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO C2 HIGHWAY COMMERCIAL DISTRICT; SPECIFICALLY, TRACTS OF LAND SOUTH OF OLD MILL ROAD AND WEST OF 280TH RD; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. PROPERTY REZONED. The following described property located within Extra Territorial Jurisdiction of the City of Seward, Nebraska is hereby rezoned from "AG Agricultural District", to "C2 Highway Commercial District" to wit:

LOT 1, DNR FARMS LLC ADDITION, A PLAT OF LAND LOCATED IN THE S1/2 OF THE NE1/4 OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M. SEWARD COUNTY, NEBRASKA

Section 2. USES PERMITTED. Uses permitted by the ordinance of the City of Seward, Nebraska for "C2 Highway Commercial District" are hereby and herein authorized for said area and land described in Section 1 of this ordinance.

Section 3. ZONING MAP AMENDED. The official map of the City of Seward, Nebraska is amended, and it is ordered that the above described land shall now be shown as "C2 Highway Commercial District."

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

Passed and approved this _____ day of _____, 2021.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann
City Clerk

3. Public Hearing - 7:00 PM - Special Use Permit for 1775 280th Road to Allow Residential Living in 'C2 - Commercial Highway District' - Building/Zoning & Code Enforcement Director Dworak

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

Staff Report

Tim Dworak, Building/Zoning &
Code Enforcement Director

402-643-2928 opt 3 opt 1

APPLICATION TYPE

Special Use permit

FINAL ACTION?

DEVELOPER/OWNER

DNR Farms LLC/Tom Richters

PC HEARING DATE

December 13, 2021

RELATED APPLICATIONS

Major Subdivision and
Re-zone

PROPERTY ADDRESS, ZONING DISTRICT/USE

1175 280th unit 20, AG, Commercial

ADJACENT ZONING DISTRICTS/USE:

North, AG, Agriculture – RFK 1 LLC

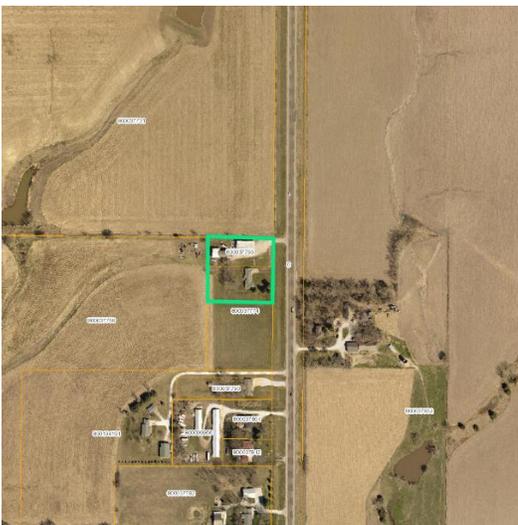
East, AG, Agriculture – Wake and Company Inc./Max Wake

South, AG, Single Family Residential, Agriculture – MRK Properties LLC, Nick Eberspacher

West, AG, Agriculture – M R L Family Limited Partnership

BRIEF SUMMARY OF REQUEST

To continue single family residential use in C-2 Highway Commercial District.



APPLICATION CONTACT

Tom Richters, C# 402-641-8133 H# 402-643-4141

1775 280th Rd unit 20, Seward, NE 68434

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

Use type matches the comprehensive plan.

ANALYSIS

Residential in a highway commercial district requires a special use permit according to the use matrix in the ULDO Use Matrix Attachment 1. The single family residence meets the requirements set in R-4 Urban Residential (High-Density) which is the required residential zoning for a permitted use in highway commercial districts. Considerations for the special use permit follow at the bottom of this report.

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

APPROXIMATE LAND AREA:

1.99 acres or 86,684.4 square feet +/-

LEGAL DESCRIPTION:

LOT 1 OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 3 EAST, OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director

CONDITIONS OF APPROVAL – SPECIAL USE PERMIT # CU21-02

As provided by the City of Seward Unified Land Development Ordinance, Article 44 Administrative Procedures and Penalties, section 410-44.3 Conditional Use Permits, this approval permits the USE OF RESIDENTIAL IN C-2 HIGHWAY COMMERCIAL DISTRICT.

SITE SPECIFIC CONDITIONS:

1. TRADE SERVICES USE IS THE ONLY ALLOWABLE USE ON LOT 1
2. RESIDENTIAL USE IS ALLOWED ON LOT 1

STANDARD CONDITIONS:

- 1.



City of
SEWARD

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

APPLICATION FOR A SPECIAL USE PERMIT

CITY OF SEWARD, SEWARD COUNTY, NEBRASKA

300.00

Instructions:

1. Fill out application form completely. Please print or type. Use additional sheets if needed.
2. Filing fee: \$200.00 Notification Fee \$ 100.00 Make check payable to City of Seward.
3. Contact City of Seward Planning & Zoning Director if you have any questions.
4. Submit a list of property owners within 300 feet, prepared by a certified abstractor.
5. Submit completed application and fee 30 days prior to the next regular scheduled Planning Commission meeting.

1. Applicant's name: DNR Farms
2. Applicant's address: 1775 280 B unit 20
Seward, NE ZIP: 68434
3. Telephone (business): 402-643-4141 (home): 402-641-8133
4. Present use of property: _____
5. Desired use of property: Trade services
6. Present zoning: Ag
7. Legal description of property: _____

8. Under what provisions of the zoning regulations are you seeking this permit?
continued residential use on the current property being rezoned C-2
9. For how many years are you seeking this permit (5 years, 10 years, etc.)? perpetuity
10. Explain in detail what you propose to do: lifetime use of trade services

11. How are adjoining properties used? Indicate both zoning district designations and actual uses.
North: Ag South: Ag / RR
East: Ag West: Ag

12. This authorizes the City of Seward Planning and Zoning Director to enter upon the property during normal working hours for the purpose of becoming familiar with the proposed situation. The Director may be accompanied by members the City of Seward Planning Commission or Seward City Council.

Date: 11-10-2021



Owner's Signature

"Nebraska's Official 4th of July City"

Conditions: To remain as Trade services use

ADMINISTRATIVE ITEMS

1. Approval of a Cable Franchise Agreement with ALLO Communications and Presentation of Plan to Build Seward Network - City Administrator Butcher

ORDINANCE NO.

AN ORDINANCE BETWEEN THE CITY OF SEWARD AND ALLO SEWARD, LLC GRANTING A NON-EXCLUSIVE FRANCHISE TO ALLO SEWARD, LLC TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN SEWARD, NEBRASKA SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; AND PROVIDING FOR REGULATION AND USE OF THE SYSTEM; TO REPEAL ANY ORDINANCE OR PARTS THEREOF IN CONFLICT WITH THIS ORDINANCE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. WHEREAS, the public interest will be served by the granting of a non-exclusive franchise to ALLO Seward, LLC to erect, install, construct, reconstruct, maintain, operate, dismantle, test, repair, replace retain and use a cable communications system in, upon, along, across, above, over under or in any manner connected with the streets, lanes, avenues, sidewalks, alleys, bridges, and highways, and other public place in Seward, Nebraska as the same now or in the future may exist, for the purpose of transmission and distribution of television signals and other cable communication services to the inhabitants of said city, and other purposes, for the period of ten (10) years, and regulating the same.

NOW THEREFORE, IT IS HEREBY AGREED BETWEEN THE SEWARD CITY COUNCIL AND ALLO SEWARD, LLC AS FOLLOWS:

SECTION 1. SHORT TITLE

This Franchise Agreement shall become known and may be cited as the City of Seward, Nebraska/ALLO Seward Cable Franchise Agreement.

SECTION 2. DEFINITIONS.

For the purpose of this Agreement, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section 2. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- 2.1 “Basic Cable Service” means Grantee’s basic service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by this Agreement to be carried on the basic tier.
- 2.2 “Cable Act” means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. § 521-611) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385, 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Pub. Law No. 104-104, 110 Stat. 56 (1996), and as may be further amended.
- 2.3 “Cable Service” shall have the meaning provided under Section 602(6) of the Cable Act (47 U.S.C. §522(6) as may be amended.
- 2.4 “Cable System” or “System” shall have the meaning provided under Section 602(7) of the Cable Act (47 U.S.C. §522(7) as may be amended.
- 2.5 “Channel” means a portion of the electromagnetic frequency spectrum or any other means of transmission (including, without limitation, optical fibers or any other means now available or that may become

available) which is used in a cable television system and is capable of delivering a television channel as television channel is defined by FCC regulation.

- 2.6 “Effective Date” is January 1, 2022.
- 2.7 “FCC” means the Federal Communications Commission, its designee, or any successor thereto.
- 2.8 “Franchise Area” means the territorial area of the City of Seward, Nebraska. Such area shall include all areas annexed by the City of Seward, Nebraska. For purposes of this Agreement, annexations shall be effective upon sixty (60) days notice from the Grantor to Grantee, including a list of affected addresses. If Grantee is operating a cable system in an annexed area immediately prior to the date of annexation under the terms of another franchise, Grantee may, at its option, continue to operate under the terms of such other franchise until any date up to the expiration of said franchise at which time Grantee will operate its system in the annexed area under the terms of this Franchise.
- 2.9 “Grantee” means ALLO Seward, LLC or any successor thereto.
- 2.10 “Grantor” means the City of Seward, Nebraska.
- 2.11 “Gross Revenues” means all revenue as determined in accordance with generally accepted accounting principles (“GAAP”) received by Grantee from Subscribers and derived from the operation of the cable system to provide cable service. Gross Revenues shall not include monies received by Grantee attributable to its payment of franchise fees which it has passed through or any taxes on services or equipment furnished by Grantee which are imposed by the state, county, local or other governmental unit and collected by Grantee on behalf of said governmental unit, bad debt or monies received by Grantee that Grantee is required to expend for promotional activities.
- 2.12 “PEG Access” means channel capacity on Grantee’s system made available for non-commercial public, educational or governmental use consistent with Section 611 of the Cable Act.
- 2.13 “Person” means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, private or public, whether for profit or not-for-profit.
- 2.14 “Public Property” means any real property owned by any governmental unit.
- 2.15 “Streets” means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive or any public easement or right-of-way now or hereafter held and/or maintained by the Grantor.
- 2.16 “Subscriber” means any Person who lawfully receives Cable Service provided by Grantee by means of or in connection with the Cable System whether or not a fee is paid for such Cable Service.

SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS.

3.1 Grant of Franchise.

Upon the Effective Date and subject to the terms and conditions of this Agreement and of applicable law (including, without limitation, applicable state and federal laws), Grantee is granted a non-exclusive franchise for the occupation and use of the Grantor’s Streets for the installation, operation, maintenance, repair, upgrade, and removal of the Cable System (the “Franchise”). This Agreement specifically gives Grantee the right to provide Cable Service via the Cable System within the Franchise Area.

3.2 Authority for Use of Streets.

- A. For the purpose of operating, maintaining, and constructing a Cable System in the Franchise Area, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets within the Franchise Area such lines, cables, conductors, poles, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the Cable System.
- B. Grantee shall operate and maintain the Cable System so as not to interfere with other uses of Streets. Grantee shall participate and cooperate in any “one-call” or similar system for the exchange of information on the utility location or work to be conducted.

3.3 Franchise Term.

This Franchise shall commence upon passage of this Ordinance and shall expire ten (10) years thereafter unless renewed, revoked or terminated sooner as herein provided. Grantee shall have the option to extend this franchise term for an additional five (5) years provided it gives notice thereof to the Grantor not less than twelve (12) months prior to the expiration of the initial ten (10) year term.

3.4 Extension of System.

- A. Residents in those areas with a density of at least thirty-five (35) homes per cable mile, shall be provided service upon payment of the standard installation charge and applicable monthly fees; except that installations requiring aerial drops in excess of one hundred twenty five (125) feet or underground installations shall be considered a non-standard installation to be charged to the subscriber at Grantee’s actual cost of installation.
- B. Service to homes not meeting those density requirements of paragraph (A) above shall be provided on a time plus material basis at rates in effect from time-to-time.
- C. Grantee shall, upon request and provided Grantor deems the request technically feasible, make service available to all commercial establishments located within three hundred feet (300) of its useable trunk at the expense of such commercial establishment.
- D. Grantee is not required to extend its system or construct plant within private rights-of-way for which Grantee is unable to secure easements or other rights of access on reasonable terms and conditions.

3.5 Police Powers.

Grantor reserves the right to adopt in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not inconsistent with the privileges granted herein and consistent with all federal and state laws, rules, regulations and orders.

3.6 Written Notice.

All notices, reports or demands shall be given in writing and shall be hand-delivered or deposited in the United States mail in a sealed envelope, with certified mail postage prepaid thereon, or by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor: City of Seward
537 Main Street
Seward, NE 68434
Attn: Mayor

with a copy to: City of Seward
537 Main Street
Seward, NE 68434

Attn: City Clerk

If to Grantee: ALLO Seward, LLC
330 S. 21st Street
Lincoln, Nebraska 68510
Attn: Bradley A. Moline, President

With a copy to: ALLO Seward, LLC
121 S 13th Street, Suite 100
Lincoln, Nebraska 68508
Attn: Legal Department

Such addresses may be changed by either party upon notice to the other party given as provided in this Section. In addition, either party may agree to receive certain notices, reports or demands by email at an email address which it provides to other party.

3.7 Franchise Non-Exclusive.

- A. The Franchise granted herein is non-exclusive. The Grantor specifically reserves the right to grant, at any time, additional franchises for a cable television system in accordance with state and federal law. The Grantor agrees that any grant of additional franchises by the Grantor to any other entity to provide cable or video service shall not be on terms and conditions that when taken as a whole are more favorable or less burdensome to the franchisee of any such additional franchise than those which are set forth herein.
- B. If the Grantor grants a cable television franchise or other right to provide cable service to another person on terms which overall provide greater benefits or impose lesser burdens than provided herein, the Grantor agrees to amend this Franchise (effective upon the grant to said other person) to overall provide such greater benefits or lesser burdens.
- C. (i) Subject to all applicable laws (including, without limitation federal and state laws) Grantee agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee.
- (ii) In the event Grantor grants to any other Person (being referred to as "Other Person" in the below quoted paragraph) a franchise, consent or other right to occupy or use the Streets, or any part thereof, for the construction, operation or maintenance of all or part of a cable television system or any similar system or technology, the Grantor shall include the following language or language to similar effect into any such franchise, consent or other document and/or promptly pass a resolution, conditioning the use of the Streets or any part thereof by any such Person, as follows:
- "Other Person agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Other Person shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Other Person."
- D. Notwithstanding any other provision in this Franchise: In the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to construct, operate or maintain a cable system in the Franchise Area to obtain a franchise from the Grantor for the construction, operation or maintenance of a cable system, then, Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise. Furthermore, in the event any change to state or federal law occurring during the term of this Franchise

materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Franchise Area in a way that reduces the regulatory or economic burdens for such person, then, at Grantee's request, Grantor shall agree with Grantee to amend this Franchise to similarly reduce the regulatory or economic burdens on Grantee. It is the intent of this section that, at Grantee's election, Grantee shall be subject to no more burdensome regulation or provided lesser benefits under this Franchise than any other persons that might construct, operate or maintain a cable system in the Franchise Area.

SECTION 4. TECHNICAL STANDARDS.

4.1 Technical Standards.

The Cable System shall be designed, constructed, and operated so as to meet the technical standards promulgated by the FCC relating to Cable Communications Systems contained in part 76 of the FCC's rules and regulations, as may be amended from time to time.

SECTION 5. EAS.

5.1 Emergency Alert System.

Grantee shall comply with the Emergency Alert System regulations of the FCC. The emergency alert system shall meet all Federal and State requirements.

SECTION 6. PEG ACCESS

- 6.1 Upon request of Grantor, Grantee shall make available to Grantor capacity on its video-on-demand ("VOD") server equipment for PEG access programming up to a maximum capacity of ten (10) hours of standard definition programming at any given time. The programming must be provided to Grantee in encoded format so that it can be accessed by customers from the VOD platform without further technical or formatting modification by Grantee.
- 6.2 Grantee shall make available one full-time channel on its system in Seward for PEG access programming upon the request of Grantor, provided that the channel will be utilized on an on-going basis for PEG access programming no less than forty (40) hours per week with no more than three repetitions of a program in any one week. Such channel shall be shared with other franchising authorities served by the system. Grantor shall be responsible for delivering the PEG programming to Grantee's headend. If Grantee provides a full-time PEG channel, its obligation under Section 6.1 to provide VOD capacity shall cease.

SECTION 7. CONSTRUCTION PROVISIONS.

7.1 Construction Standards.

- A. Grantee shall construct and maintain its cable system using materials of good and durable quality. All work involved in the construction, installation, maintenance, and repair of the cable system shall be performed in accordance with industry standards in effect at the time of performance.
- B. All construction practices shall be in accordance with all applicable Federal and state law and generally applicable local codes.
- C. All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of the applicable National Electrical Safety Code and National Electrical Code.
- D. All of Grantee's plant and equipment (a) shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices; and (b) shall not endanger or interfere with ordinary use of the rights-of-way or unnecessarily hinder or obstruct pedestrian or vehicular traffic.

- E. Grantee shall at all times employ reasonable care and shall install and maintain in use industry standard methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.

7.2 Construction Codes.

- A. Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction in the Franchise Area.
- B. The Grantor shall have the right to inspect all construction or installation work in the public rights-of-way performed pursuant to the provisions of this Agreement.

7.3 Repair of Streets and Property.

- A. Any and all Streets, municipal property, or private property, which are destroyed or damaged by Grantee during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the Cable System shall be promptly replaced or repaired by Grantee, at its expense, and restored to a serviceable condition as good as that prevailing prior to Grantee's disturbance of, or damage to, the property. If Grantee fails to repair, replace, or otherwise correct a Street or property following reasonable written notice by the Grantor, the Grantor may complete any repair, replacement, restoration or other correction and invoice Grantee for the same.

7.4 Use of Existing Poles.

- A. Poles may be erected by Grantee subject to any generally applicable regulation by Grantor with regard to location, height, type, and any other pertinent aspect. It is the responsibility of Grantee to secure agreements for use of poles or conduits owned by third parties.
- B. Where poles already existing for use in serving the Franchise Area are available for use by Grantee, but it does not make arrangements for such use, the Grantor may require Grantee to use such poles if it determines that the public convenience would be enhanced thereby, and if the Grantee can obtain such use on reasonable terms and conditions and at less cost to Grantee than erecting its own poles. No term or condition shall be reasonable if not consistent with pole attachments rates and conditions established by the FCC and/or the State of Nebraska.

7.5 Undergrounding of Cable.

Cable shall be installed underground where the existing telephone and electrical utilities are already underground. In the event the Grantor reimburses any utility for undergrounding, Grantee shall be similarly reimbursed.

7.6 Reservation of Street Rights.

- A. Nothing in this Agreement shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
- B. All such work shall be done, insofar as practicable in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.
- C. If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any Street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, Street or any other public improvement, at least thirty (30) days written notice shall be given to Grantee by the Grantor and all such poles, wires, conduits or other

appliances and facilities shall be removed or replaced by Grantee in such manner as shall be directed by the Grantor so that the same shall not interfere with the said public work of the Grantor, as reasonably determined by the Grantor and such removal or replacement shall be at the expense of Grantee, provided, however, if any other right-of-way user is compensated for such work by the Grantor, then Grantee shall be similarly compensated.

- D. Nothing contained in this Agreement shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, re-grading, or changing the line of any Street or public place or with the construction or reconstruction of any sewer or water system or with any other work.

7.7 Trimming of Trees.

Grantee shall have the authority to trim trees, in accordance with all generally applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Streets, alleys, sidewalks, and public places of the Grantor so as to prevent the branches of such trees from interfering with the Cable System.

7.8 Movement of Facilities.

In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Agreement, in order to lawfully move a large object, vehicle, building or other structure over the Streets of the Franchise Area, upon two (2) weeks written notice by the Grantor to Grantee, Grantee shall move, such of its facilities as may be required to facilitate such movements. The Person requesting the temporary removal shall pay Grantee in advance the costs Grantee incurs in moving its facilities. Any service disruption provisions of this Agreement shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities pursuant to this Section results in temporary service disruptions.

SECTION 8. REPORTING PROVISIONS.

8.1 Audit and Inspection.

The Grantor, its agents and its representatives shall have the authority, during normal business hours, to arrange for and conduct an inspection of the books, records, maps, plans, financial statements and other like materials of Grantee where such inspection is necessary to ascertain Grantee's compliance with the material terms of this Franchise. Grantee will be given thirty (30) business days advance written notice of such an inspection request and a description, to the best of the Grantor's ability, of the materials it wants to inspect.

8.2 Communications with Regulatory Agencies.

Copies of all publicly available petitions, applications, communications and reports submitted by Grantee, to any federal or state regulatory commission or agency relating to the Cable System operated pursuant to this Franchise shall also be made available to the Grantor upon request. Copies of publicly available responses from the regulatory agencies to Grantee shall likewise be made available to the Grantor upon request.

8.3 Confidentiality.

Grantor shall maintain as confidential any information provided to it by Grantee under the terms of this Franchise which Grantee has designated as confidential. In the event that Grantor believes at any time that it is required by law to disclose such information to a third party, Grantor will so notify Grantee at a time prior to any such disclosure that affords Grantee a reasonable opportunity to take such action as it deems necessary to prevent such disclosure, including seeking relief in court.

SECTION 9. CONSUMER PROTECTION PROVISIONS.

9.1 Rate Regulation.

Grantee's rate and charges for cable service shall be subject to regulation in accordance with Federal law. Grantee shall provide notice of any increase in cable service rates as required by applicable law.

9.2 Customer Service.

Grantee shall comply with the cable customer service and consumer protection standards of the FCC.

SECTION 10. FRANCHISE FEES.

- A. Grantee shall pay to the Grantor a franchise fee in an amount equal to five percent (5%) of Grantee's Gross Revenues.
- B. Payments due the Grantor under this provision shall be computed at the end of each calendar year. Payments shall be due and payable for each year not later than February 15 of the following year. Each payment shall be accompanied by a brief report of Grantee's Gross Revenues for the preceding year.
- C. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Grantor may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the Grantor.
- D. No auditor engaged by the Grantor shall be compensated on a success based formula, e.g., payment based on a percentage of an underpayment, if any.
- E. Grantee shall not conduct an audit more frequently than once every three (3) years and may not audit any period earlier than six (6) years prior to the time the audit is conducted.
- F. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise granted by Grantor.

SECTION 11. INDEMNITY AND INSURANCE PROVISIONS.

11.1 Indemnity.

- A. Grantee shall indemnify, defend, and hold harmless the Grantor for all damages and penalties incurred by Grantor as a result of Grantee's conduct or performance under this Agreement or exercise of the Franchise. These damages and penalties shall include, but shall not be limited to, damages arising out of personal injury, property damage, copyright infringement, defamation, antitrust, errors and omission, theft, fire, and all other damages arising out of Grantee's exercise of the Franchise, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement; such indemnification shall include, but not be limited to, reasonable attorney's fees and costs. Grantee's obligations hereunder shall not extend to any claim or loss to the extent arising from the Grantor's negligence; misconduct; the content of programming carried on any channel set aside for public educational or governmental use, or channels leased pursuant to 47 U.S.C. §532; and, the Grantor's use of Grantee's emergency alert system ("EAS") capability.
- B. In order for the Grantor to assert its rights to be indemnified and held harmless, the Grantor must:
 - (1) promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
 - (2) afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and

- (3) fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

11.2 Liability Insurance.

- A. Grantee shall maintain, throughout the term of the Franchise, liability insurance with a company licensed to do business in the State of Nebraska with a rating by Best of not less than "A-," insuring Grantee and the Grantor (wherein the Grantor is named as additional insured) with respect to Grantee's activities in the Franchise Area in the minimum amounts of:
 1. One Million Dollars (\$1,000,000.00) for bodily injury or death to any one (1) person;
 2. Three Million Dollars (\$3,000,000.00) for bodily injury or death resulting from any one (1) accident or occurrence;
 3. One Million Dollars (\$1,000,000.00) for all other types of liability.
 4. Five Million Dollars (\$5,000,000.00) excess liability or umbrella coverage.
- B. Grantee shall maintain in force during the term of this Agreement and any renewal thereof Workers' Compensation Insurance, covering its obligations under the Workers' Compensation statute.
- C. Upon request, Grantee shall furnish to the Grantor a certificate evidencing that a satisfactory insurance policy has been obtained. Such insurance policy shall require that the Grantor be notified thirty (30) days prior to any expiration or cancellation.

SECTION 12. REVOCATION AND REMOVAL

12.1. City's Right to Revoke.

- A. In addition to all other rights which the Grantor has pursuant to law or equity, the Grantor reserves the right to revoke, terminate or cancel this Agreement and the Franchise and all rights and privileges pertaining thereto, after following the procedures outlined herein, in the event that Grantee substantially violates any material provision of this Agreement and fails to remedy such violation as required.
- B. Whenever the Grantor finds that Grantee has allegedly violated one or more material terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford the Grantee an opportunity to investigate and/or remedy the alleged violation. Grantee shall have sixty (60) days subsequent to receipt of the notice in which to correct the violation. Grantee may, within thirty (30) days of receipt of notice, notify the Grantor that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and stay the running of the above-described time.
- C. Grantor shall hear Grantee's dispute at a regularly scheduled or specially scheduled Council meeting of which Grantee has been given at least two weeks' notice. Grantee shall have the right to subpoena and examine witnesses and cross-examine any other witnesses. The Grantor shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination and provide such findings to Grantee. If a violation is found, Grantee may petition for reconsideration.
- D. If after hearing the dispute, the claim of non-compliance is upheld by the Grantor, then Grantee shall have sixty (60) days from the date of receipt of Grantor's written decision within which to remedy the violation.
- E. The time for Grantee to correct any alleged violation shall be extended by the Grantor if the necessary action to correct the alleged violation is of such a nature or character as to require more than sixty (60) days

within which to perform, provided Grantee commences corrective action and thereafter exercises due diligence to correct the violation.

- F. In the event that Grantee fails to remedy the violation within the time frame set herein, Grantor may revoke the franchisee by vote of its governing body after a public hearing of which Grantee has been given at least two weeks notice and at which Grantee shall have the right to be heard; to subpoena and examine witnesses; and cross-examine any other witnesses. Grantor shall state in writing the basis for any decision to revoke the Franchise. Any revocation hereunder is subject to appeal by Grantee in a court of competent jurisdiction.

12.2. Removal After Revocation or Termination.

- A. At the termination of the Franchise Term if renewal has been finally denied in accordance with Federal law, or upon revocation of the Franchise, as provided for herein, and provided the Grantee is no longer using the Cable System for a lawful purpose, the Grantor shall have the right to require Grantee to remove, at Grantee's expense, all or any portion of the Cable System from Streets and Public Property within the Franchise Area. In so removing the Cable System, Grantee shall refill and compact at its own expense any excavation that shall be made and shall leave all Streets, Public Property and private property in as good a condition as that prevailing prior to Grantee's removal of the Cable System, and without affecting, altering or disturbing in anyway electric, telephone or utility, cables wires or attachments. The Grantor, or its delegate, shall have the right to inspect and approve the condition of such Streets and Public Property after removal. The insurance and indemnity provisions of this Agreement shall remain in full force and effect during the entire term of removal.

SECTION 13. TRANSFER

13.1 Sale or Transfer of Franchise.

- A. Grantee shall provide at least sixty days notice to Grantor in the event the Franchise is to be sold, assigned or otherwise transferred.
- B. Within thirty (30) days of the consummation of any Franchise Transfer subject to the provisions of this Section, Grantee shall notify the Grantor of the closing of such Franchise Transfer.

SECTION 14. RIGHTS OF INDIVIDUALS PROTECTED.

14.1 Discriminatory Practices Prohibited.

- A. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of age, race, creed color, national origin or sex. Grantee shall comply at all times with all applicable federal and state laws relating to non-discrimination.
- B. Grantee will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment on the basis of age, race, creed, color, national origin or sex.

SECTION 15. MISCELLANEOUS PROVISIONS.

15.1 Compliance with Laws.

Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Agreement, the provisions of this Agreement shall govern.

15.2 Severability.

If any provision of this Agreement is held to be invalid or unenforceable, that provision will be ineffective but the remainder of this Agreement will not be affected, and it will in all other respects, continue to be effective and enforceable. If the holding of invalidity or unenforceability is subsequently repealed, unenforceable or otherwise changed so that the provision which had been held invalid is no longer in conflict with the law, rules and regulations then in effect, the provision will return to full force and effect.

15.3 Controlling Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

15.4 No Third Party Beneficiaries.

This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person other than the parties to this Agreement.

15.5 Captions.

The paragraph captions and headings in this Agreement are for convenience and reference purpose only and shall not affect in any way the meaning of interpretation of this Agreement.

15.6 Calculation of Time.

Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period, or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.

15.7 Amendments.

This Agreement may be amended only by the mutual consent of the Grantor and Grantee. Any amendment must be in writing and executed by the Grantor and Grantee.

15.8 Force Majeure.

In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or Grantor or Grantee be subject to penalty or prejudice or in any way liable for non-compliance with or delay in the performance of any obligations hereunder, where its failure to cure or take reasonable steps to cure is due to reason of Acts of God; acts of public enemies; order of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots; strikes; failure of suppliers; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; volcanic activity; storms; floods; washouts; pandemics; droughts; civil disturbances; explosions; partial or entire failure of utilities or any other cause or event not reasonably within the control of the party. Neither Grantor nor Grantee shall be deemed to be in violation or default during the continuance of such inability and such party shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of the obligations hereunder shall automatically extended for a period of time equal to the period of the existence of any such events or conditions and such reasonable time thereafter as shall have been necessitated by any such events or conditions.

15.9 Courtesy Service.

Upon request, the Grantee shall furnish, without installation charge and without monthly fees one standard installation of Basic Service at the following locations provided that such location can be served by a drop

of 150 feet or less and such location is, at the time of the request and at all times while receiving complimentary Basic Service, receiving both voice and internet services from Grantee. In the event the application location and/or applicable applicant is not receiving both voice and internet services from Grantee, Grantee shall have no obligation to provide complimentary Basic Service and shall have the right terminate the applicable location's courtesy Basic Service. The cost of any drop in excess of 150 feet shall be borne by the party requesting the service.

City Hall
537 Main Street
Seward, NE 68434

Public Library
233 South Fifth Street
Seward, NE 68434

Municipal Civic Center
616 Bradford Street
Seward, NE 68434

Municipal Senior Center
1010 Manor Drive W
Seward, NE 68434

Municipal Youth Center
211 South Fourth Street
Seward, NE 68434

Seward High School
532 Northern Heights Drive
Seward, NE 68434
Seward Middle School
2401 Karol Kay Blvd.
Seward, NE 68434

Seward Elementary
200 East Pinewood Avenue
Seward, NE 68434

Police Department/Law Enforcement Building
148 S. 1st Street
Seward, NE 68434

Fire Department
223 N. 3rd Street
Seward, NE 68434

Section 16. Repeal of Ordinances. All ordinances or parts of ordinances in conflict with this Franchise Agreement are hereby repealed.

Section 17. 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.

ATTEST:

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

ALLO SEWARD, LLC

Bradley A. Moline, President

2. Authorization for Mayor to Sign All Documents Related to the City of Seward's Maintenance Agreement with the Nebraska Department of Transportation - City Administrator Butcher

AGREEMENT

Maintenance Agreement Between
the Nebraska Department of Transportation
and the Municipality of Seward
Municipal Extensions in Seward

THIS AGREEMENT, made and entered into by and between Seward hereinafter referred to as the "City"; and the State of Nebraska, Department of Transportation, acting by and through its Director-State Engineer, hereinafter referred to as the "State" and this agreement is to have an effective date of January 1, 2022.

WITNESSETH:

WHEREAS, Nebraska Revised Statutes, relating to highways, set out the responsibilities of the State, counties and incorporated municipalities in the establishment of uniform standards of design, construction, operation and maintenance of said highways, and

WHEREAS, the State and the City wish to enter into an agreement relative to the maintenance of said highways, and

WHEREAS, Neb. Rev. Stat. § 39-1339, § 39-1344, § 39-1372, § 39-2105, § 60-6,120 and § 60-6,121, set out in detail the maintenance responsibilities of the State and the City; said responsibilities shall be incorporated herein by this reference. Therefore, the parties hereto understand that the maintenance responsibilities of the City and State under the above referenced laws are as set forth by Attachment "A" attached hereto.

NOW THEREFORE, in consideration of these facts the parties hereto agree as follows:

SECTION 1a: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Metropolitan, Primary and First Class, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, not including parking lanes thereon, of the municipal extension and

the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

SECTION 1b: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Second Class and Villages, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

SECTION 1c. The City agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those municipal extensions of all rural highways, and the State shall reimburse the City as set out in Section 8b of this agreement for the maintenance of that portion of said municipal extension that has been designated by statute as the State's responsibility. No allowance will be made for turning lanes or for lanes used on a part-time basis as parking lanes, or other auxiliary lanes within municipalities of the Metropolitan, Primary and First Class. No allowance will be made for turning lanes or other auxiliary lanes except parking lanes within municipalities of the Second Class and Villages.

SECTION 1d. Special provisions in which the State shall perform partial maintenance and the City shall perform partial maintenance on the same municipal extension(s) shall be set out by addendum, in detail in Attachment "B" attached hereto, referred to in Section 5 of this agreement. Said addendum to include specific responsibilities of the State and the City and dollar amounts allowed for performance of said work by the State and by the City.

SECTION 2. Maintenance that may be required by "Acts of God" is not covered by this agreement but shall be performed under special agreement in each specific case.

SECTION 3. Repair or reconstruction projects beyond the scope of normal surface maintenance, which are let to contract through the State's contract letting procedure, are considered to be beyond the scope of this Agreement. Normal surface maintenance shall include, but is not limited to the following maintenance activities: Crack Seal, Joint Seal, Fog

Seal, Seal Coats, Spot patching, Pothole repair, Sweeping, Surface Milling, Concrete patching, miscellaneous full-depth concrete replacement, or Preventive maintenance. In order to facilitate repair or reconstruction of projects which are beyond the scope of normal surface maintenance, the City shall submit, on an annual basis, a long-range plan (5 years) for such projects to the State. In the event the State and/or the City should desire to do such work, the parties hereto may enter into a separate agreement for the appropriate cost sharing.

SECTION 4. It is further understood that normal surface maintenance and maintenance of appurtenances by the City shall include the identifying, locating, and marking with flags of all buried municipally owned and state owned utility facilities that occupy Nebraska Department of Roads right-of-way. The above mentioned utility facilities are those that service highways referenced in this agreement and properties adjacent to the above referenced highways and will be identified, located, and marked with flags upon the request of the State or the One Call Notification Center. Identification of buried utility facilities shall follow the provisions of the One Call Notification System Act, §76-2301 through § 76-2330. (NE Rev. Stat.)

SECTION 5. Only those municipal extensions of rural highways shown on the attached list marked as Attachment "C" attached hereto, and hereby made a part of this agreement shall be covered by this agreement; however, additions and deletions may be made to Attachment "C" by mutual written agreement of the parties hereto.

SECTION 6. The above mentioned highways shall be inspected periodically, at least quarterly, by the Department's District Engineer or the District Operations and Maintenance Manager, or their authorized representatives, and by the City's Director of Public Works or his authorized representative to review the adequacy of the maintenance work which has been performed.

SECTION 7. Materials used by the City in the performance work hereunder shall be selected by mutual agreement of the parties hereto.

SECTION 8a. If Section 1a or 1b of this agreement is incorporated herein, the City will pay to the State the sum of \$ per Exhibit "B" per lane mile. The above cost figures shall include all labor, equipment, tools, materials and supplies used or furnished by the State in the performance of the work on the above mentioned highways. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

SECTION 8b. If Section 1c of this agreement is incorporated herein, the State will pay the City the sum of \$ per Exhibit "B" per lane mile. The above cost figure price per lane mile shall include all labor, equipment, tools, materials and supplies used or furnished by the City in the performance of such work. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

SECTION 8c. If Section 1d of this agreement is incorporated herein, the costs of partial maintenance by the State and by the City computed by fractional mile or fractional month and as set out in detail in Attachment "B", shall be offset to determine the amount, if any, to which one party or the other may be entitled after said offset.

SECTION 8d. Payment under this agreement will be made on an annual basis after December 31, as soon as possible after submission by the State to the City or the City to the State, as the case may be, of a Certificate approved by the District Engineer of the State, providing all work has been done during the period for which payment is made in full conformity with the agreement.

SECTION 9. Upon the failure of the City to perform any of the work named herein under the terms of this agreement, the Director or District Engineer of the State may, with concurrence of the City's Director of Public Works, do and perform such work or cause it to be done and performed and may retain from any monies then due to the City or thereafter becoming due, any such amount as is required for the completion of such work, provided, however, that this paragraph shall not be construed to relinquish any rights of action which may accrue in behalf of either party as against the other for any breach of agreement.

SECTION 10. It is further understood that all persons working on such highways are employees of the State, City or of contracted third parties. All contracts and agreements made by the City with third parties for the performance of any work to be done under this agreement shall be subject to the terms of this agreement and shall comply with all State laws and requirements relating to construction and maintenance contracts.

SECTION 11. The City agrees to keep existing and new right-of-way free of encroachments, except those authorized by permit from the City and approved by the State and Federal Highway Administration (FHWA).

SECTION 12. The City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

SECTION 13. The parties do further agree, anything to the contrary herein notwithstanding, that the Director-State Engineer of the State of Nebraska, either in his individual or official capacity, shall not be responsible or liable in any manner to the City or to any other person or persons whatsoever for any claim, demand, action or causes of action of any kind or character arising out of or by reason of the execution of this agreement or the negligent performance and completion of the work and improvements provided for herein by the City or its agents or arising out of any contract let by the City for the performance of any of the work provided herein.

SECTION 14. The City indemnifies, saves and holds harmless the State and all of its departments, agents, and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reasons of the execution or performance of the work provided for herein by the City or its agents and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purposes of asserting any claim of whatsoever character arising hereunder as a result of work performed by the City or its agents.

SECTION 15. This agreement shall not be construed as a relinquishment by the State of any powers or control it may have over the herein before described highways.

SECTION 16. This agreement shall terminate December 31, 2022 , except that it may be renewed for one year at a time and each January 1 thereafter for up to four additional years by written concurrence of both parties hereto. After five years, a new agreement must be executed. The lane mile payment provided in Section 8 hereof may be renegotiated to the satisfaction of both parties at any renewal date.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this _____ day of _____, 2021.

ATTEST:

CITY OF Seward

City Clerk

Mayor

EXECUTED by the State this _____ day of _____, 2021.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

District Engineer

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Metropolitan Cities</u> (Omaha)	<u>Primary Cities</u> (Lincoln)	<u>1st Class Cities</u>	<u>2nd Class Cities & Villages</u>
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances <i>(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i>	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Metropolitan Cities</u> (Omaha)	<u>Primary Cities</u> (Lincoln)	<u>1st Class Cities</u> > 40,000	<u>1st Class Cities</u> < 40,000	<u>2nd Class Cities</u>
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Seward

Date: 12/1/21

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 11.66 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:
11.66 lane miles x \$2,100.00 per lane mile = \$24,486.00.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$665.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:
3.94 lane miles x \$665.00 per lane mile = \$2,620.10

Other (Explain)

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEBRASKA REVISED STATUTE 39-1339
AND NEBRASKA REVISED STATUE 39-2105

Description	Hwy No.	Beginning R.P.	End R.P.	Length (MI)	Driving Lanes Total	Lane Miles Total	State	City
W. City Limit to begin Divided Highway	34	299.13	299.27	0.14	2	0.28	0.28	0
Begin Divided Highway to End Divided Highway	34	299.27	300.31	1.04	4	4.16	2.08	2.08
End Divided Highway to East City Limits	34	300.31	301.17	0.86	2	1.72	1.72	0
South Limits (Fletcher Street) to Leave City Limits	15	64.03	65.82	1.79	2	3.58	3.58	0
Re-Enter City Limits to Ash Street	15	66.08	66.26	0.18	2	0.36	0.36	0
Ash Street to North City Limits (Waverly Rd)	15	66.26	68.08	1.82	2	3.64	3.64	0
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
Total Lane Miles				5.83		13.74	11.66	2.08

3. Authorization for Mayor to Sign All Documents Related to Acceptance of American Rescue Plan Act (ARPA) Funds from Seward County - City Administrator Butcher

AGREEMENT

This agreement is between the parties, Seward County ('County') and City of Seward.

WHEREAS, in 2021, the American Rescue Plan Act ('Act') was approved by both Houses of Congress and was signed into law by President Joe Biden on March 11, 2021. The Act established Coronavirus State and Local Fiscal Recovery Funds, which were allocated for distribution to state, local, territorial, and Tribal governments in order to address the impact of the COVID-19 health emergency. The Secretary of the Treasury issued the Interim Final Rule on May 17, 2021, to implement the provisions of the program. Seward County received a distribution of funds under the Act. The Act allows for use of the funds to make necessary investments in water infrastructure. Seward County wishes to use a portion of their disbursed funds to invest in the water infrastructure for Seward County as follows ("Project"):

TERMS

1. City of Seward attests that its representative has reviewed and is familiar with the terms of the American Rescue Plan Act, and that the Project conforms with the objectives and requirements as outlined above and within the scope of the Act.
2. The County hereby allocates an amount not to exceed \$ 300,000.00 to City of Seward for the Project in accordance with the quotation provided to the Seward County Board of Commissioners and approved on 7/27/2021. A copy of the quotation is attached hereto as Exhibit A and incorporated herein by reference.
3. In the event Seward County agrees to reimburse portions of work on the Project that were completed prior to signing of this agreement, no funds shall be disbursed for work that occurred prior to March 3, 2021.
4. Funds may only be used for expenditures within the scope of the work described in Exhibit A.
5. City of Seward is responsible for compliance with all state and federal statutory requirements. The expenditures under this agreement are being made by Seward County; therefore, the applicable requirements are those of a county entity.
6. All expenditures must conform with the County Purchasing Act [*Neb. Rev. Stat.* §23-3010 et. seq.], including the informal and/or competitive sealed bidding process found at *Neb. Rev. Stat.* §23-3108.
7. If applicable to the Project as road contract work or public improvements work, City of Seward is responsible for ensuring compliance with the requirements of *Neb. Rev. Stat.* §73-101 et seq.
8. City of Seward may request disbursement of funds in the form of reimbursement to City of Seward or direct payment to a vendor or contractor. A detailed invoice shall be attached to each claim for funds. Payment will be made to City of Seward or vendor/contractor only after review for eligibility of allowable expenditures under the Act, regardless of whether the specified item or work appears on Exhibit A. The County is the sole determiner regarding eligibility of expenditures and, if a claim made pursuant to this agreement is denied, payment shall be the responsibility of City of Seward.
9. Claims for all obligated funds pursuant to this agreement must be submitted prior to June 30, 2024. Claims submitted after June 30, 2024 will not be eligible for reimbursement or payment.

10. Any funds obligated but not disbursed under this agreement remain the property of Seward County for reallocation or return to the Department of the Treasury as provided in the Act.
11. City of Seward affirms that they will, and ensure any contractor performing work pursuant to this agreement ('contractor'), will:
 - a. Pursuant to *Neb. Rev. Stat.* §4-114, warrant that they have registered with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska;
 - b. indemnify and hold harmless Seward County, including without limitation, its employees and agents, from any all losses, liabilities, claims, damages and expenses, incurred or suffered by an agent or employee of City of Seward or contractor while engaged in performing services pursuant to this agreement; provided, however, that such indemnity shall not apply to losses, liabilities, claims, damages, or expenses incurred or suffered by an agent or employee of City of Seward or contractor which are proximately caused by the intentional or negligent act or omission of an agent or employee of the County;
 - c. agree to provide, at its own expense, liability insurance to indemnify itself in the event it becomes liable for payment of a judgment based upon the acts or omissions of its agents and employees in performing the contract.
12. Activities performed by City of Seward or contractor staff will be under the supervision and control and performed as employees or independent contractors of City of Seward for all purposes including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Provisions of the Internal Revenue Code, Nebraska revenue and taxation law, Nebraska workers' compensation law, and Nebraska employment insurance law, and other applicable laws. Further, City of Seward agrees to, and shall indemnify and hold harmless the County including, without limitation, its employees and independent contractors from any all losses, liabilities, claims, damages and expenses, incurred or suffered while such contractor or employee is engaged in performing services pursuant to this provision of the agreement.
13. With regard to the work performed during pursuant to this agreement, City of Seward shall not, and shall ensure any contractor does not, discriminate on the grounds of race, color, religion or creed, national origin or ancestry, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, veteran status, genetic information, or citizenship. In the event of noncompliance by City of Seward, County shall impose such contract sanctions to include:
 - i. Withholding of payments under this agreement until City of Seward complies, and/or
 - ii. Cancellation, termination, or suspension of the agreement, in whole or in part.
14. In the event an approved expenditure is later determined by the Federal Government through the audit process to be an ineligible use under the Act, City of Seward, upon notification by the Seward Board of Commissioners, is liable for repayment of the total amount to Seward County, whether payment had been made by reimbursement or direct payment to a vendor or contractor.
15. Upon completion of Project, or any part thereof, the result is the sole responsibility of City of Seward, including any routine maintenance, liability, or future repairs.

16. City of Seward shall indemnify and hold harmless Seward County, including without limitation, its employees and agents, from any all losses, liabilities, claims, damages and expenses, incurred or suffered by any individual or entity due to the undertaking of the Project that is the subject of this agreement; provided, however, that such indemnity shall not apply to losses, liabilities, claims, damages, or expenses incurred or suffered by an agent or employee of City of Seward or contractor which are proximately caused by the intentional or negligent act or omission of an agent or employee of the County.

17. Distribution of funds under this agreement is dependent upon Seward County's receipt of funds as allocated by the Federal Government.

18. This agreement may be terminated by either party upon notice to the other. In the event of termination, funds allocated but not disbursed remain the sole property of Seward County. Upon termination, request for reimbursement or payment of expenses incurred during the life of this agreement must be submitted to Seward County within 30 days of notice of termination.

For Seward County:

For: City of Seward

 Chairperson
 Seward County Board of Commissioners

 By: _____
 Title: _____

Date: _____

Date: _____

Approved as to form:

Approved as to form:

 Barbara J. Armstead
 Deputy Seward County Attorney

 By: _____
 Legal Counsel for City of Seward



Office of the City Engineer
 147 North 7th Street
 Seward, NE 68434
 (402) 643-2928 x203

Memo

To: Seward County Commissioners
From: Mike Oneby
cc: Greg Butcher
Date: July 27, 2021
Re: Proposed 500,000 Gallon Water Tower

Purpose of the Project

- Aging Infrastructure (existing tower constructed 1941)
- Maintenance Cost (one recoat \$700,000)
- Storage Deficiency (existing tower 230,000 gallons)

Estimated cost

Item	Description	Unit	Quantity	Unit Cost	Extended Cost
1	500,000 gal Water Tower	Lump Sum	1	1,350,000	1,350,000
2	10-in Water Main	Feet	100	160	16,000
3	Valves	Each	2	1,500	3,000
4	Misc Hardware	Lump Sum	1	2,000	2,000
5	Land Purchase	Lump Sum	1	400,000	400,000
6	Demolition (houses)	Each	3	22,000	66,000
7	Demolition (old water tower)	Lump Sum	1	150,000	150,000
				Subtotal	1,987,000
				Contingency	299,000
				Total Construction	2,286,000
8	Engineering - design			65,000	65,000
9	Engineering - construction			25,000	25,000
				TOTAL PROJECT COST	2,376,000
				Projected ARPA ¹ Funds	1,200,000
				Balance	1,176,000

Note 1: ARPA – American Rescue Plan Act

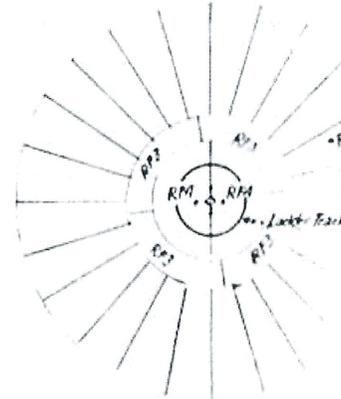
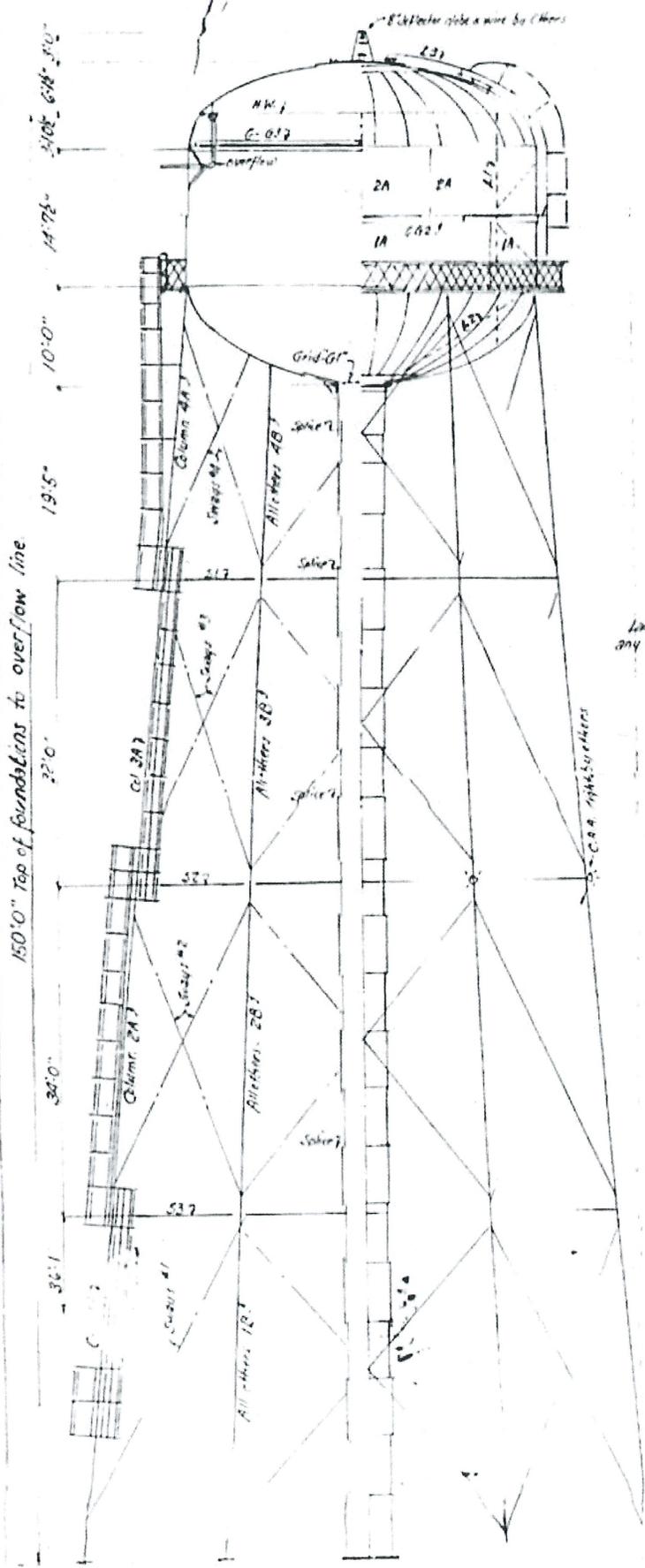
Exhibit A

OMAHA STEEL WORKS

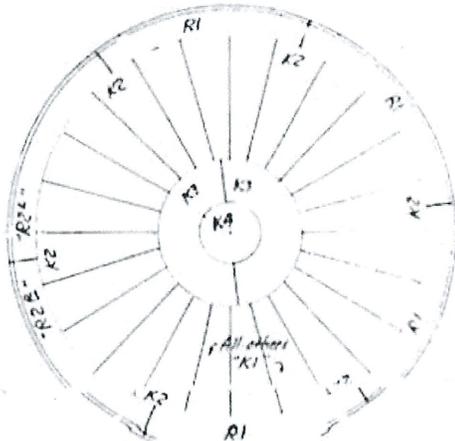
OMAHA, NEBRASKA

NAME: 150' Seward
 LOCATION: Seward
 DRAWN BY: Williams
 DATE: 7-15

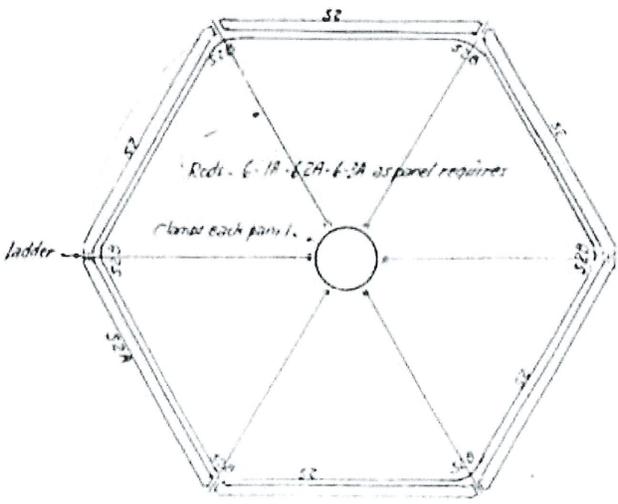
SHEET NO. 130
 DATE: 7-15
 DRAWING NO. 130



TOP VIEW OF ROCK PLATE SETTING



BOTTOM PLATE SETTING DIAGRAM

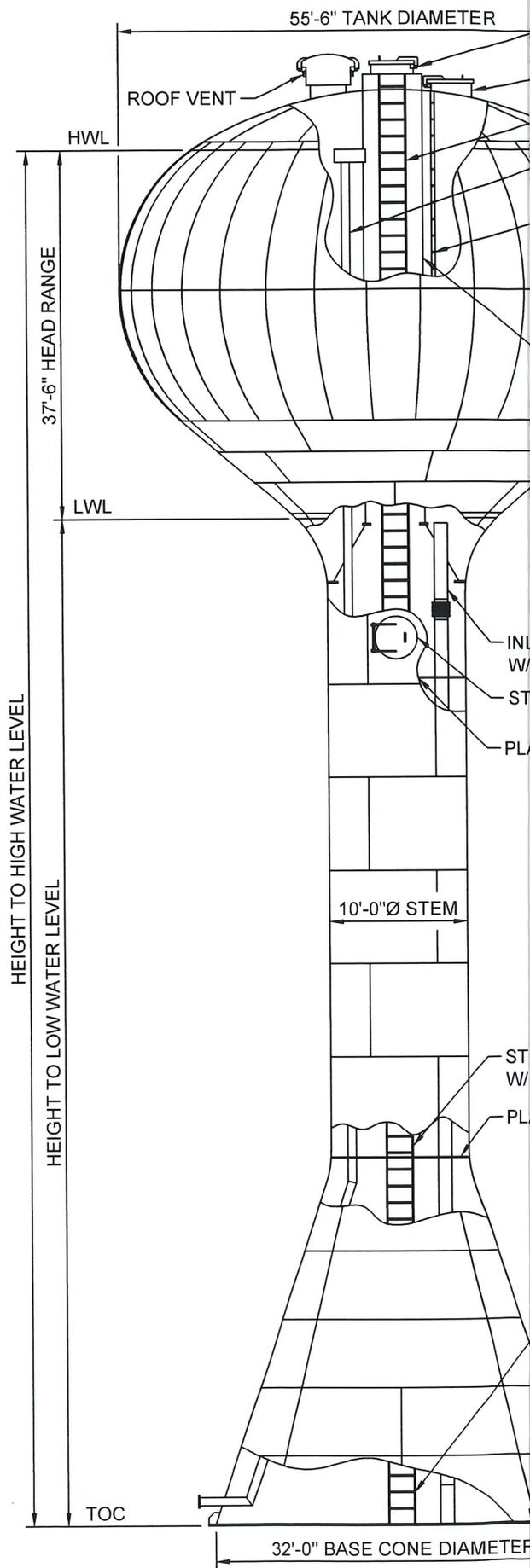


SECTION AT SECOND PANEL SPIG. 1st and 2nd panel similar except for col walk

150' 0" Top of foundations to overflow line

Ladder Column any 60" space

RFD Call-offs. 2" dia" placed 3" from center in steel plate. 60" dia" must be in line of 60" dia" hole in steel plate.



D, FABRICATED, AND ERECTED IN SPECIFICATIONS.

PERIOD (S_c) -
PERIOD (S_i) -

ARE ROTATED FOR CLARITY.
CTURER'S MINIMUMS. DIMENSIONS COULD
NDITIONS; PIPE (AND INSULATION)
NTROL ROOMS WITHIN THE BASE CONE.
ANDRAILS, ETC. SHALL CONFORM TO

E UPON COMPLETION OF ERECTION.
SHALL BE IN ACCORDANCE WITH THE

AWWA C652-02.

IN
W/
ST
PL

10'-0"Ø STEM

ST
W/
PL

ERTH

32'-0" BASE CONE DIAMETER

ELEVATION

HEIGHT TO HIGH WATER LEVEL

HEIGHT TO LOW WATER LEVEL

37'-6" HEAD RANGE

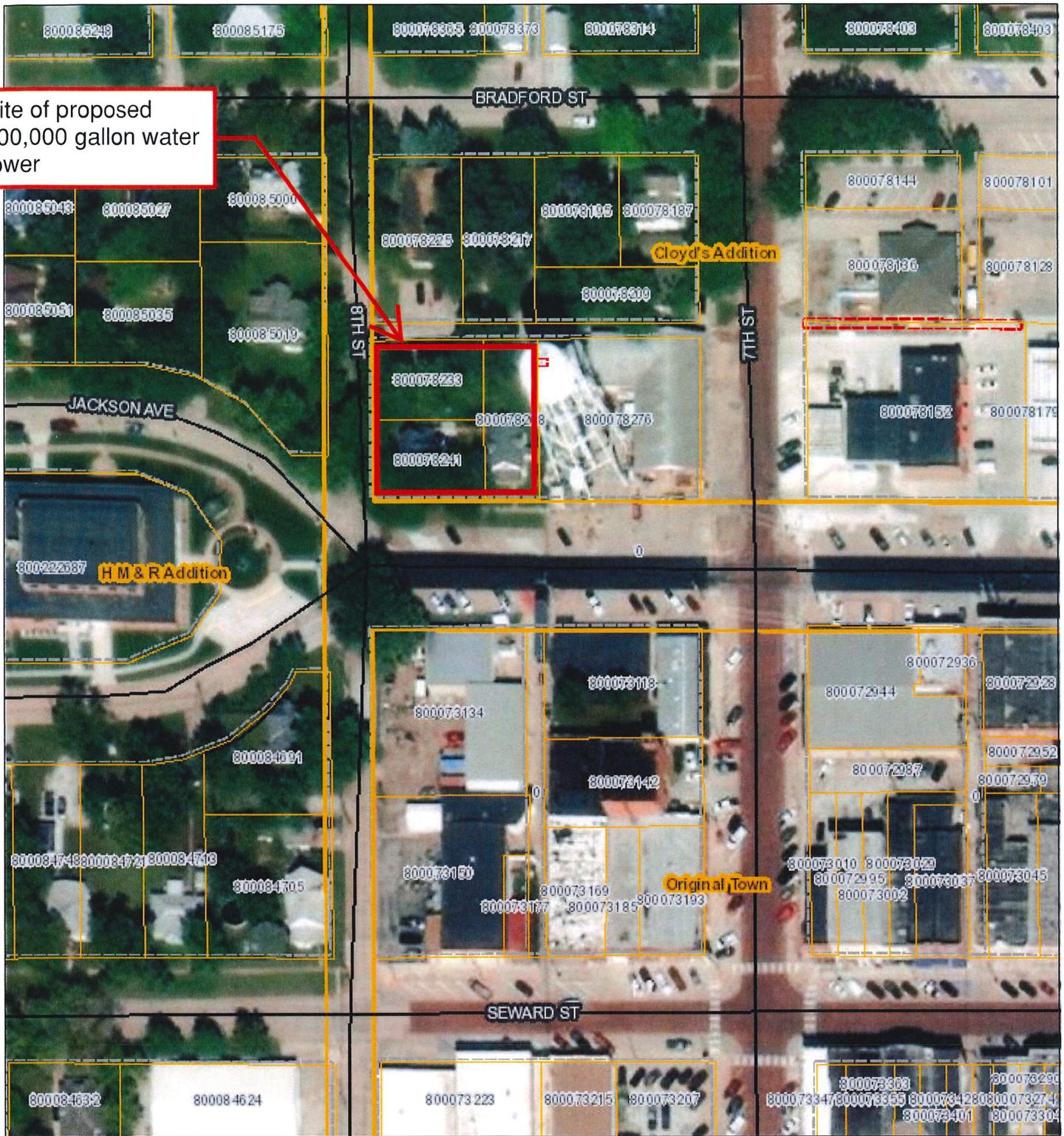
HWL

LWL

TOC

500,000 GALLON ELEVATED SPHEROIDAL TANK		Rev. By	Rev. Date	Revision Description
GENERAL ELEVATION		⊕		
		⊙		
		⊕		
		⊕		
Engineer:	Checked By:	Drawn By:	Date:	Copyright © 2017 by Phoenix Fabricators & Erectors, LLC. All rights reserved.
 Avon, Indiana - Sebree, Kentucky				
JOB No.				
SHEET				

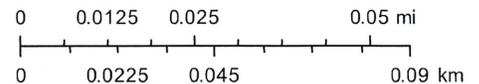
Site of proposed
500,000 gallon water
tower



July 27, 2021

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

1:1,732



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

4. Authorization for Mayor to Sign All Documents Related to Task Order 2021-3 with JEO Consulting Group, Inc. - East Hillcrest Improvements - City Administrator Butcher

Task Order

In accordance with paragraph 1.01 of the Master Agreement Between Owner and Engineer for Professional Services dated August 1, 2011 ("Agreement"), Owner and Engineer agree as follows:

Specific Project Data

- A. Title: East Hillcrest Improvements, Design and Bidding Services.
- B. Description: Design of street improvements and widening along East Hillcrest from east of Eastridge Drive to Plum Creek Bridge. The project includes turn lanes at Karol Kay Boulevard and a sidewalk or trail connection from the Concordia Campus to the Plum Creek Trail.

1. Services of Engineer

See Exhibit "A" Scope of Services.

2. Owner's Responsibilities

Exhibit "B" from the Master Agreement Between Owner and Engineer for Professional Services as referenced above is modified as follows: None

3. Times for Rendering Services

Preliminary Design Plans	March 11, 2022
Final Design Plans	July 29, 2022
Bidding & Negotiation	September/October 2022

4. Payments to Engineer

A. For Method of Payment A, Lump Sum – NOT APPLICABLE

B. For Method of Payment B, Standard Hourly Rates:

- 1. The Standard Hourly Rates shall be the current hourly rate schedule and subject to adjustment approximately January 1st of each year.
 - Preliminary Design \$30,000.00
 - Final Design \$46,200.00
 - Permitting completed under Plum Creek Bridge Project
 - ROW Dedication Plat \$ 1,650.00
 - Bidding & Negotiation \$ 4,000.00
 - Estimated Total \$81,850.00

5. Other Modifications to Master Agreement: None

SCOPE OF SERVICES

PROJECT DESCRIPTION:

The project includes Design and Bidding services necessary to reconstruct and widen (as needed) East Hillcrest Drive from east of Eastridge Drive to the Plum Creek Bridge. The south side of the street will include a curb/gutter section to the bridge. The north side will include a curb/gutter section through existing residential development then transition to a rural section. It is anticipated that turn lanes will be added at the Karol Kay Boulevard intersection. In addition, a trail or sidewalk will be constructed to connect the Concordia Campus with the Plum Creek Trail. City owned utility relocation are not anticipated other than the planned adjustments to the overhead power lines (likely to be buried prior to project) and a water main/fire hydrant immediately east of the field house driveway on the southside of the street. Coordination with private utilities will be required.

It is our understanding that the topographic survey for the site has been completed and will be provided for use in design. The City also has a geotechnical investigation for this project that will be provided to the Engineer.

DESIGN PHASE:

- A. Review the topographic survey provided by City. Provide to the City if any additional information will be required for design and assist in coordination of additional topography needed.
- B. Review the geotechnical report provided by the City and provide a request (if needed) for any clarifications on findings as they relate to the design of the project.
- C. Complete a Hydrologic and Hydraulic study for the area around the project to determine appropriate storm sewer or culvert sizing. The study will include information from the design of the Karol Kay Boulevard project and the following assumptions:
 - a. Any improvements planned or in progress by Concordia University will be required to retain any increase in stormwater runoff outside the limits of this project.
 - b. The hydrologic and hydraulic analysis will reference the Nebraska Dept. of Transportation's Drainage and Erosion Control Manual for rainfall curves and other applicable reference material.
 - c. A technical memorandum outlining the findings of the hydrologic and hydraulic analysis will be completed in coordination with the 30% design effort. The technical memorandum will include figures and tables outlining the recommended drainage infrastructure and documenting the analysis.
 - d. The recommended drainage improvement is anticipated to include Reinforced Concrete Pipe (RCP) where applicable and open throat NDOT style curb inlets. JEO will review the recommended improvements with the City at the 30% design stage and incorporate modifications if necessary.
- D. Prepare 60% plans, technical specifications, and opinion of probable cost for the project. The 60% plans to include the following:
 - a. Title Sheet
 - b. Abbreviation Sheet
 - c. Project Location Sheet
 - d. Survey Control Sheet
 - e. Environmental Information Sheet

Exhibit A – East Hillcrest Drive Improvements (JEO #211615)

- f. Phasing Plans, if needed
- g. Water Main Plan and Profile Sheet (if needed to address conflict with proposed retaining wall)
- h. Storm Sewer Main Plan and Profile Sheet
- i. Paving Plan and Profile Sheet
- j. Retaining Wall Location and Layout sheet (if needed)
- k. Erosion Control Sheet
- l. Street Light Layout Sheet
- m. Detail Sheets
- n. Street Cross Sections
- E. Conduct an internal 60% QA/QC of the project documents and incorporate necessary revisions.
- F. Provide 60% drawings to Owner.
- G. Conduct and attend plan review meeting with City. **(1 Meeting – invite Concordia University)**
- H. Revise drawings and technical specifications following receipt of 60% review comments from internal QA/QC and comments from 60% design review by Owner.
- I. Prepare 90% plans, contract/bid documents, and technical specifications for the project improvements.
- J. Conduct an internal 90% QA/QC of the project documents and incorporate necessary revisions.
- K. Update and revise the hydrologic and hydraulic technical memorandum to reflect any final design revisions that are different than the 60% level recommendations.
- L. Conduct and attend plan review meeting with City. **(1 Meeting – invite Concordia University)**
- M. Create final drawings and specification package and sign and seal by engineer and a coordinating professional all registered in the State of Nebraska.
- N. Attend up to 2 meetings with Concordia University representatives to review proposed plans and discuss access and impacts to site in addition to plan review meetings noted. **(2 Meetings)**
- O. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
 - a. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
 - b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - c. Review billed hours by design team and prepare invoice statements for Owner.

PERMITTING:

This is being completed under the Plum Creek Bridge agreement (JEO project 211616.00)

ROW DEDICATION PLAT:

- A. Prepare a street right of way dedication plan for the portion of the project immediately adjacent to the Concordia University Campus.

BIDDING AND NEGOTIATION PHASE:

- B. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the purchase cost established for the documents.
- C. E-mail notices to prospective contractors and supply local plan houses with project information.
- D. Respond to inquiries from prospective bidders and prepare any addenda required.
- E. Assist the Owner at the bid opening. **(1 Meeting)**
- F. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- G. Prepare and submit necessary information to the Owner for project award approval. Attend Village Board Meeting for award of contract. **(1 Meeting)**
- H. Prepare contract documents for execution by Contractor and the Owner, and approval Owner and Owner’s legal and insurance counsel.

STREET IMPROVEMENT DISTRICT: (OPTIONAL)

- A. Assist the City with creation of a street improvement district using either a gap paving district or a traditional street improvement district. This district shall include bonding for storm sewer and associated costs related to the project, even if not assessed.
 - a. Prepare a legal description of the district boundary.
 - b. Prepare a map showing the boundaries of the district.
 - c. Attend one City Council meeting where district creation is proposed.

ADDITIONAL SERVICES, NOT INCLUDED (BUT CAN BE NEGOTIATED UPON REQUEST):

- A. Environmental and utility permitting and assessments not included in the scope of work for Plum Creek Bridge (JEO Project 211616).
- B. Relocation of city owned utilities, except water main on south side of road, east of Concordia Parking Lot driveway to field house (conflict with retaining wall)
- C. Property appraisals or zoning modifications.
- D. Preparation of easement descriptions/exhibits not outlined in the scope of services.
- E. Preparation of purchase/easement agreements and/or payment to property owners.
- F. Payment of any review and/or permitting fees.
- G. Meetings not outlined in the scope of services.
- H. Construction Phase and Resident Project Representative.
- I. Public Outreach or meetings

5. Authorization for Mayor to Sign All Documents Related to Task Order 2021-4 with JEO Consulting Group, Inc. - Plum Creek Bridge Replacement - City Administrator Butcher

Task Order

In accordance with paragraph 1.01 of the Master Agreement Between Owner and Engineer for Professional Services dated August 1, 2011 ("Agreement"), Owner and Engineer agree as follows:

Specific Project Data

- A. Title: Plum Creek Bridge Replacement, Design, and Bidding Services.
- B. Description: Design of replacement of the Plum Creek bridge on East Hillcrest / Bluff Road.

1. Services of Engineer

See Exhibit "A" Scope of Services.

2. Owner's Responsibilities

Exhibit "B" from the Master Agreement Between Owner and Engineer for Professional Services as referenced above is modified as follows: None

3. Times for Rendering Services

Preliminary Design Plans	June 2022
Final Design Plans	September 2022
Bidding	October 2022

4. Payments to Engineer

A. For Method of Payment A, Lump Sum – NOT APPLICABLE

B. For Method of Payment B, Standard Hourly Rates: **\$138,850.00**

See Exhibit "A" For Fee Breakdown. The Standard Hourly Rates shall be the current hourly rate schedule and subject to adjustment approximately January 1st of each year.

5. Other Modifications to Master Agreement: None

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is December 21, 2021.

Engineer: JEO Consulting Group, Inc.

Owner: City of Seward, NE

Steven W. Arens 12/16/2021
Signature Date

Signature Date

Steven W. Arens, PE, SE
Name

Joshua Eickmeier
Name

Senior Structural Project Manager
Title

Mayor
Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Steve Arens, PE, SE
Name

Michael Oneby
Name

Senior Structural Project Manager
Title

City Engineer
Title

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Address

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E-Mail Address

Michael.Oneby@cityofsewardne.gov
E-Mail Address

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Phone

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Phone

402.435.34110
Fax

402.643.6491
Fax



EXHIBIT A

PLUM CREEK BRIDGE REPLACEMENT PROJECT

PROJECT UNDERSTANDING:

This proposed bridge replacement project is for East Hillcrest Drive / Bluff Road bridge over Plum Creek (Structure Number U220002015). The existing bridge is a three span, 101' long bridge with a 40' long steel thru truss span and two 30' long rolled steel beam spans. The existing bridge superstructure is in poor condition (rated 4) and in need of replacement.

The intent of this project is to replace the existing bridge with a new three span cast-in-place concrete slab bridge. The new bridge will include a 10' wide sidewalk/trail on one side. There are preliminary bridge replacement plans that were previously prepared by Seward County. These plans are outdated and will be updated to current requirements and verified in this project. Hillcrest Drive is a minor arterial route, so the design will follow requirements set forth in Table 001.03C of the Nebraska Minimum Design Standards. The design will follow all current American Association of State Highway and Transportation Officials (AASHTO) and Nebraska Department of Transportation (NDOT) standards and specifications.

Hillcrest Drive will be reconstructed and improved west of the bridge as part of a separate but related project (Hillcrest Drive Roadway Improvement Project). Both of these projects will be designed and constructed on the same timeframe. This Plum Creek bridge project will stop at the west end of the bridge approach slab and will continue approximately 100' east of the existing bridge to tie into the existing roadway surface. Hillcrest Drive will be closed during construction, and construction activities will need to be coordinated between the two projects. The only anticipated impacted utility is an overhead and buried telephone line (Windstream) on the North side of the existing bridge. Any other utility impacts will be determined during the project.

This project will include the USACE Section 404 permitting work for both projects (Plum Creek Bridge Project and Hillcrest Drive Roadway Project). Also, a SWPPP / NPDES permit and a floodplain development permit will be obtained for the project. The project is located in a FEMA Floodway, so the new bridge will need to have a "no-rise" in flood elevations. It is assumed that the work will require right-of-way acquisition for two tracts. All right-of-way acquisition will be completed by others.

PROJECT TEAM ROLES:

It is understood that the City of Seward will enter into separate agreements for the two adjacent/related projects, both led by JEO Consulting Group:

- Hillcrest Drive Roadway Improvement Project
- Plum Creek Bridge Replacement Project

The wetland work and USACE Section 404 permitting work for both projects will be included in this project agreement.



PROJECT SCHEDULE:

It is anticipated that the design services for this project will follow the same schedule as the Hillcrest Drive Roadway Improvement Project. The projects will be bid separately, but they will be bid and awarded at the same time. Construction for both projects will also be on the same schedule, so Hillcrest Drive is only closed once.

Tentative Schedule:

- Anticipated Notice to Proceed: January 2022
- Survey Complete: March 2022
- Wetland Delineation: May 2022
- 30% Preliminary Design Submittal / Meeting: June 2022
- 90% Design Submittal / Meeting: August 2022
- Permit / R.O.W. Plan Submittal: September 2022
- Final Plan Submittal: September 2022
- Bidding: October 2022
- Construction: Spring 2023 – Fall 2023

SCOPE OF SERVICES:

It is anticipated that the project will require the following major tasks:

- Task 100 – Project Management
- Task 200 – Field Survey / ROW
- Task 300 – Hydraulic Design
- Task 400 – Preliminary Design
- Task 500 – Final Roadway Design
- Task 600 – Final Bridge Design
- Task 700 – Environmental and Permitting Services
- Task 800 – Bidding Administration

Task 100 - Project Management

- a. Project Management: The Project Manager will serve as point of contact and maintain the project schedule and budget. This task includes activities to initiate and monitor project schedules, workload assignments, and internal cost controls throughout the project. Also included are efforts to prepare and process monthly invoices, progress reports, and prepare project correspondence with City of Seward.
- b. QA/QC: The project manager will ensure QA/QC checks are performed at various stages of the project including prior to any official submittal.
- c. Meeting Coordination: This task includes preparing for and attending meetings associated with the project:
 - i. 1 – Project Kickoff Meeting
 - ii. 1 – 30% Preliminary Design (Plan-in-Hand) Review Meeting
 - iii. 1 – 90% Final Design Review Meeting
 - iv. 1 – Bid Opening Meeting

Task 200 - Field Survey / ROW

- a. Topographic Field Survey: The topographic survey will be completed for the project area in accordance with current NDOT and Seward County survey specifications. The survey will include the roadway and material, shoulders, grade/terrain changes, intersections, channel flowlines and banks, drainage structures and flowline



elevations, any permanent structures and physical features within 50 feet of the project limits.

- i. Horizontal control will be match existing adjacent surveys.
 - ii. Vertical Control will be referenced to NAVD 88
 - iii. Utilities will be located with a One-Call utility locate ticket.
 - iv. The survey will extend 150 feet upstream and downstream of the bridge along the channel and 300' west and 400' east of the bridge along the roadway. The survey will be performed as outlined below:
 1. Channel Profile – Flowline, Toe of Slope and Top of Bank:
Every 25 feet from 150 feet upstream to 150 feet downstream.
 2. Road Cross Sections of Proposed Alignment:
Every 50 feet from 300 feet west of the bridge to 400 feet east of the bridge. Every 25 feet on the existing bridge
 - v. Three hydraulic cross sections across the entire floodplain width will be obtained for hydraulic analysis based on NDOT requirements.
 - vi. Existing right-of-way limits will be obtained/verified.
- b. Tract Maps: Create up to two (2) tract maps anticipated to be required for the project. These maps will show any permanent and/or right-of-way acquisition needs. Descriptions will be provided for the necessary areas and also include temporary easements. Separate tract maps will not be created for temporary easements since those do not need to be filed.
- c. Deliverables:
- i. Processed topographic survey in the current version of AutoCAD and PDF format.
 - ii. Two (2) tract maps showing required property needs.

Task 300 - Hydraulic Design

- a. Hydrology and Hydraulic Analysis: This bridge site is located in a FEMA floodway. JEO will obtain the existing FEMA HEC-RAS model for Plum Creek. The model will used to verify existing hydrology information and existing bridge conditions. The new proposed bridge will be added to the existing HEC-RAS model to verify “no-rise” requirements of the floodway with the new bridge. All hydraulic analysis will be in accordance with the latest version of NDOT Hydraulic Analysis Guidelines.
- b. Hydraulic Data Sheet: Prepare hydraulic data sheet according to NDOT State Standards.
- c. Deliverables:
 - i. Hydraulic Data Sheet

Task 400 - Preliminary Design

- a. Traffic Counts: JEO will work with the City to obtain traffic counts for Hillcrest Drive at the bridge location to verify Average Daily Traffic (ADT) counts. City owned traffic counters will be utilized. JEO will help on traffic count locations, schedule, data sheets, and processing/analyzing data. These numbers will be used to verify minimum design standard requirements (bridge width of 30' or 34').
- b. Preliminary Roadway Design: JEO will design typical roadway alignment, roadway cross sections, channel alignment, channel cross sections, and determine preliminary limits of construction.
- c. Preliminary Bridge Design: JEO will design preliminary bridge type, size, and location (TS&L).
- d. Preliminary Plans: JEO will develop 30% preliminary roadway plans according to NDOT State Standards, bridge TS&L sheet according to NDOT State Standards, and a cost estimate for submittal to the city for review.



- e. Preliminary Design Review Meeting: Attend preliminary review meeting (plan-in-hand meeting) with city representatives to review any special design considerations for the proposed project. Utility Coordination will take place for any impacted utilities (only Windstream telephone lines anticipated).
- f. Deliverables (PDF Format):
 - i. 30% review plan set
 - ii. Cost estimate

Task 500 - Final Roadway Design

- a. Data Collection and Review: JEO will gather, review, and organize all data from the existing preliminary plans.
- b. Title Sheet / Summary of Quantities: JEO will create a title sheet for the plan set and summary of quantities sheets for tabulating and quantifying all the bid items for the project.
- c. Typical Sections / Horizontal and Vertical Control / Details / General Notes: JEO will design and draft the typical sections and set the horizontal and vertical control for the project. General details and notes will also be prepared for the entire project.
- d. Wetland Details: JEO will prepare a detail sheet showing all existing wetland extents and showing/tabulating all wetland impacts from the proposed project.
- e. Construction Phasing: The roadway will be closed during construction. JEO will prepare plans showing a detour route for the project, which will be coordinated with the city. No traffic analysis or traffic improvements for the detour route is anticipated.
- f. Temporary Construction Crossing: JEO will create temporary channel crossing details to be used by the contractor as required for construction.
- g. Removal and Construction: JEO will create removal and construction plan sheets with build notes for the different project items. Phased removal and construction items will be shown as required.
- h. Hillcrest Drive Roadway Alignment: JEO will finalize the design and the horizontal and vertical alignments for the project. Roadway improvements for this project are limited to those at the bridge location. The roadway improvements west of bridge will be included in the Hillcrest Drive roadway improvement project.
- i. Roadway Grades: This task includes development of the templates necessary to process the roadway grading and create the cross-section sheets. Final limits of construction will be defined and drafted on the plan sheets.
- j. Trail Alignment: JEO will coordinate, design, and draft the horizontal and vertical alignments for the trails/sidewalks for ADA compliance as part of this project. Limits of construction will be defined and drafted on the plan sheets.
- k. Roadway Geometric Design: JEO will design the geometric design of all roadway alignments, intersections, driveways, etc. This task will include the development of joints and grades at each intersection, driveways, and tie-in points.
- l. Marking / Signing Plans: JEO will provide plans show all pavement markings for traffic and pedestrian markings. A signing plan will be developed for all the required traffic and pedestrian signs.
- m. Sediment and Erosion Control: JEO will prepare sediment and erosion control sheets for the project area using best management practices. Bank stabilization will be included as required for along the channel construction.
- n. Right-of-Way Plans: JEO will prepare right-of-way plan sheets to include in the plan set. Final right-of-way ownerships, easements, and takings will be tabulated. It is assumed there will be four (4) tracts associated with the easements/right-of-way needed for this project.



- o. Final Road Plans: JEO will provide the design and drafting necessary for final plans. The plans will use current AASHTO and NDOT design standards in the current version of AutoCAD. Anticipated plan sheets include:
 - i. Title Sheet
 - ii. Summary of Quantities
 - iii. Typical Sections
 - iv. Horizontal and Vertical Control
 - v. General Information / Details
 - vi. Wetlands
 - vii. Detour Route
 - viii. Temporary Construction Crossing
 - ix. Removals
 - x. Roadway/Trail Plan and Profile
 - xi. Roadway/Trail Construction
 - xii. Geometrics, Joints, and Grades
 - xiii. Pavement Markings / Signs
 - xiv. Erosion Control – SWPPP
 - xv. Right-of-Way Plans
 - xvi. NDOT Special Plans
 - xvii. Roadway/Trail Cross Sections
 - xviii. Channel Cross Sections
- p. Specifications/Special Provisions: The roadway design will be in accordance with JEO developed standard specifications and NDOT standard specifications. Special provisions will be created as required to supplement the standard specifications and will be included in the bidding documents.
- q. Opinion of Probable Costs: Opinions of probable costs will be updated throughout the design process.
- r. Submittals: Plans, specifications, and opinion of probable cost will be completed to 90% complete and submitted to be reviewed with the city. Following review, JEO will incorporate any comments and finalize right-of-plans for right-of-way acquisition and 100% signed plans and specifications for bidding. QA/QC will be performed on all deliverables prior to submittals.
- s. 90% Final Design Review Meeting: Attend final design review meeting city representatives to coordinate and finalize any details for the project.
- t. Deliverables (PDF Format and AutoCAD Drawings):
 - i. 90% review plan set and specifications
 - ii. Final right-of-way plan sheet
 - iii. Final roadway plan set and specifications
 - iv. Cost estimate at each submittal

Task 600 - Final Bridge Design

- a. Data Collection and Review: JEO will gather, review, and organize all bridge data from the existing preliminary plans.
- b. Final Bridge Plans: Bridge plans will be developed in accordance with AASHTO LRFD Bridge Design Specifications, Current Edition and with NDOT Bridge Office Policies and Procedures Manual and associated drafting standards in the current version of Microstation V8i. Plans will be converted to AutoCAD for city use. Anticipated plan sheets include:
 - i. Bridge General Notes / Quantities / Index
 - ii. Bridge General Plan and Elevation
 - iii. Geological Profile / Pile Layout
 - iv. Abutment Plan and Details



- v. Abutment/Wingwall Details
 - vi. Backfill Details
 - vii. Bent Details
 - viii. Slab/Superstructure Details
 - ix. Concrete Bridge Rail Details
 - x. Approach Slab Details
 - xi. Approach Slab Rail Details
 - xii. Pedestrian Handrail Details (Standard NDOT Design)
 - xiii. Pedestrian Barrier Rail Details (Standard NDOT Chain Link Design or Standard Aesthetic Railing, ie. Black vinyl chain link, Omega fence, or Ameristar fence)
- c. Specifications/Special Provisions: The bridge design/construction will be in accordance with the current edition of NDOT Standard Specifications. Special provisions will be created as required to supplement the standard specifications and will be included in the bidding documents.
 - d. Bridge Load Rating: JEO will perform a load rating analysis for the new bridge structure. The load rating analysis will be in accordance with the current edition of the AASHTO Manual for Bridge Evaluation and in accordance with NDOT load rating requirements. AASHTOWare BrR software will be utilized and a NDOT Load Rating Summary Sheet (LRSS) will be completed and signed.
 - e. Opinion of Probable Costs: Opinion of probable costs will be updated throughout the design process.
 - f. Submittals: Plans, specifications, and opinion of probable cost will be completed to 90% complete and submitted to be reviewed with the City. Following review, JEO will incorporate any comments and finalize 100% signed plans and specifications for bidding. QA/QC will be performed on all deliverables prior to submittals.
 - g. 90% Final Design Review Meeting: Attend final design review meeting with city representatives to coordinate and finalize any details for the project.
 - h. Deliverables:
 - i. 90% review plan set and specifications (PDF Format)
 - ii. Final bridge plan set and specifications (PDF Format and AutoCAD Drawings)
 - iii. BrR Load Rating Model and Load Rating Summary Sheet (LRSS)
 - iv. Cost estimate at each submittal (PDF Format)

Task 700 - Environmental and Permitting Services

- a. Desktop Review/Mobilization: Prior to conducting field work, JEO will identify potential WOUS, including wetlands, in the study area by researching publicly-available data and resources including, but not limited to: current and historic aerial imagery, National Wetlands Inventory, National Hydrography Dataset, hydric soils, topography, and/or floodplains. Reviewing these resources prior to conducting the field investigation allows work to be focused on areas most likely to contain wetlands, either currently or historically, and to be impacted by the proposed project. In addition, JEO will prepare and submit preliminary coordination letters to the U.S. Fish and Wildlife Service (USFWS), Nebraska Game and Parks Commission (NGPC), and Nebraska State Historic Preservation Office (SHPO) that summarize the results of the desktop review and request effect determinations and project guidance, as appropriate. This task does not include detailed environmental studies (historic, socioeconomic, threatened and endangered species, nesting, noise studies, and alternative analysis).
- b. Site Visit/Field Work: JEO will conduct a site visit to delineate all potential WOUS, including wetlands, in the study area. The on-site wetland delineation will be conducted in accordance with the 1987 USACE Wetlands Delineation Manual and the



Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0). Information pertaining to vegetation, soils, and hydrology will be collected at paired data points (e.g., one wetland and one upland), with at least one set of paired data points for each aquatic resource observed on-site. Boundaries of all aquatic resources identified on-site will be recorded in the field using a hand-held GPS with sub-meter accuracy (e.g., Trimble GeoXH). Field work can be done between May 1 and October 31.

- c. Wetland Delineation Report: Upon completion of the site visit, JEO will analyze and compile the field data into a wetland delineation report that will detail findings and identify potential WOUS, including wetlands, located in the study area. The wetland delineation report will include the following: Project site location; Summary of desktop review; Identification and mapping of boundaries for all recorded WOUS, including wetlands; Calculation of acreage of, and impacts to, WOUS, including wetlands (to the nearest 0.01 acre); Identification of the types of WOUS, including wetlands, present on-site (i.e., Cowardin classification and Nebraska Wetland Subclass); Photographs of each sample point and all WOUS, including wetlands; and USACE Wetland Determination Data Forms
- d. Section 404 Permitting: JEO will prepare and submit a PCN (i.e., permit application) package to the USACE to obtain Section 404 authorization via NWP 14 – Linear Transportation Projects. It is anticipated that permanent, unavoidable impacts to WOUS will be less than 0.1 acre, thus avoiding the requirement for compensatory mitigation, this may change based on the results of the wetland delineation and proposed project design. If it is determined that permanent, unavoidable impacts to WOUS exceed 0.1 acre, thereby requiring compensatory mitigation, this task may require additional services. In that event, JEO will notify the city of Seward prior to completing any additional work not included in this proposal.
- e. Coordination with USACE: As necessary, JEO will coordinate early and often with the USACE to facilitate permitting and successful project completion. This may entail phone calls, emails, status updates, and/or meetings. This direct contact ensures that the USACE understands the project as it is proposed and typically results in faster turnaround times for permit issuance. If lengthy coordination and follow-up with the USACE is necessary, due to unknowns or the USACE requesting additional information, this task may require additional services. In that event, JEO will notify the city of Seward prior to completing any additional work not included in this proposal.
- f. Floodplain Permit: JEO will prepare and submit Flood Plain permit to appropriate local authority after completing the hydraulic analysis and final plans.
- g. SWPPP / NPDES Permit: JEO will prepare a Storm Water Pollution Prevention Plan (SWPPP) book complying with State regulations. JEO will coordinate with the City and submit a Notice of Intent (NOI) to obtain an NPDES Stormwater Discharge permit. The City shall be responsible for any applicable permit fees.
- i. Deliverables (PDF Format):
 - v. USACE Section 404 Permit
 - vi. Floodplain Permit
 - vii. SWPPP / NPDES Permit

Task 800 – Bidding Administration

- a. Bidding Documents Preparation: Prepare the “Invitation to Bid” for the project and provide invitation to City Clerk. City Clerk to submit the “Invitation to Bid” to local paper for advertisement. Cost for advertisement to be paid by the City.
- b. Issue Bidding Documents: Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other



interested parties upon their request and payment of the purchase cost established for the documents.

- c. Respond to Bidding Questions: Respond to inquiries from prospective bidders and prepare any addenda required.
- d. Bid Opening: Assist the City at the bid opening.
- e. Bid Tabulation: Tabulate and analyze construction bids and report on them to the City, together with advice and assistance to the City in award of construction contract.
- f. Bid Award: Prepare and submit necessary information to the City for project award approval.
- g. Contract Documents: Prepare Contract Documents for execution by Contractor and the City, and approval by City and Owner’s legal and insurance counsel.

Task 900 - Geotechnical Investigation (Thiele Geotech)

- a. Geotechnical Investigation: Perform two borings to determine the foundation support options for the new bridge. The work will include testing of the samples taken from the boring and a report outlining the findings. This work will be completed by Thiele Geotech.

PROJECT FEES:

A summary of the fees for each key task is included below. JEO proposes to provide the described services at our standard hourly rates for a not to exceed amount of \$138,850.00. JEO does reserve the right to budget between phases as necessary as long as the overall contract amount is not exceeded.

Task 100 – Project Management	\$11,240.00
Task 200 – Field Survey / ROW	\$10,560.00
Task 300 – Hydraulic Design	\$9,000.00
Task 400 – Preliminary Design	\$16,360.00
Task 500 – Final Roadway Design	\$25,890.00
Task 600 – Final Bridge Design	\$36,680.00
Task 700 – Environmental and Permitting Services	\$11,025.00
Task 800 – Bidding Administration	\$6,380.00
Task 900 – Geotechnical Services (Thiele Geotech)	\$11,715.00
Total Project	\$138,850.00

ADDITIONAL SERVICES NOT INCLUDED:

- a. Construction Phase services. Anticipated to be completed in a future amendment or agreement.
- b. Additional Project Meetings, Public Meetings, or Site Visits.
- c. Stakeholder or Public Involvement.
- d. NEPA services. Only required for federal aid funding.
- e. Graphics or 3D renderings. Not anticipated.
- f. Aesthetic and landscape design/research.
- g. For right-of-way services, title research, appraisal, negotiation, and acquisition services will be completed by others under a separate contract.

Hourly Fee Breakdown Seward Hillcrest Bridge JEO Project Number: 211616.00 12/16/2021		Steve Arens Project Manager / QA/QC	Brian McDonald Senior Hydraulic / Roadway Engineer	Jesse Sire Senior Bridge Engineer	Andrew Eisenbraun Bridge Engineer	Nathan Boone Senior Roadway Engineer	Eli Green Roadway Engineer	Mike Heller E. Environmental Scientist	Miranda Hansen Environmental Scientist	Tyler Weers Surveyor(s)	Sandy Walker Administration	Project Hours	Project Fees
Task 100 - Project Management		\$ 235.00	\$ 225.00	\$ 200.00	\$ 135.00	\$ 225.00	\$ 130.00	\$ 195.00	\$ 120.00	\$ 120.00	\$ 90.00	48	\$ 11,240.00
Project Management		32										32	
QA/QC		6										6	
Meeting Coordination		6				4						10	
Task 200 - Field Survey / ROW		0	0	0	0	0	0	0	0	88	0	88	\$ 10,560.00
Topographic / Hydraulic Cross Section Survey										64		64	
Right-of-Way Research / Survey										8		8	
Tract Maps										16		16	
Task 300 - Hydraulic Design		0	40	0	0	0	0	0	0	0	0	40	\$ 9,000.00
Hydrology and Hydraulic Analysis			40									40	
Task 400 - Preliminary Design		6	10	12	16	20	28	0	0	0	0	92	\$ 16,360.00
Traffic Count Coordination							4					4	
30% Roadway Plan Preparation			6			16	24					46	
30% Bridge Plan - TS&L				12	16							28	
30% Design Review Meeting		6	4			4						14	
Task 500 - Final Roadway Design		0	0	1	0	46	118	0	0	0	0	165	\$ 25,890.00
Roadway Data Collection and Review						1	2					3	
Title Sheet						1	2					3	
Summary of Quantities				1		1	4					6	
Typical Sections						1	8					9	
Horizontal Alignment and Control						1	6					7	
General Information						1	4					5	
Wetlands						1	4					5	
Detour Route						1	4					5	
Temporary Construction Crossing						2	8					10	
Removal and Construction						2	8					10	
Geometrics, Joints, and Grades						2	4					6	
Pavement Marking / Signs						1	2					3	
Erosion and Sediment Control						2	8					10	
Right of Way Plan Sheet						2	8					10	
NDOT Special Plans						1	2					3	
Guardrail Design and Layout						2	4					6	
Roadway/Trail Cross Sections						4	16					20	
Channel Cross Sections						4	16					20	
Specifications/Special Provisions						6	2					8	
Opinion of Probable Cost						4	2					6	
90% Meeting						4						4	
90% and 100% Submittal						2	4					6	
Task 600 - Final Bridge Design		22	0	59	146	0	0	0	0	0	0	227	\$ 36,680.00
General Notes/Quantities/Index		1		4	8							13	
General Plan and Elevation		1		1	2							4	
Geologic and Pile Layout		1		4	12							17	
Abutment Plan & Details		2		4	16							22	
Abutment/Wingwall Details		1		4	12							17	
Bent Details		1		4	16							21	
Superstructure Details		1		4	12							17	
Concrete Railing Details		1		4	12							17	
Approach Slab Details		1		4	12							17	
Pedestrian Railing Details		2		4	12							18	
Bill of Bars		2		6	18							26	
Bridge Load Rating		1		2	8							11	
Specifications / Special Provisions		1		4								5	
Opinion of Probable Bridge Cost		1		4	2							7	
90% Meeting		4		4								8	
90% and 100% Submittal		1		2	4							7	
Task 700 - Environmental and Permitting Services		0	4	0	0	0	0	15	60	0	0	79	\$ 11,025.00
Desktop Review / Mobilization								2	4			6	
Wetland Delineation - Field Work and Report								6	36			42	
404 Permitting / USACE Coordination								7	2			9	
												0	
Floodplain Permitting			4									4	
SWPPP / NPDES Permit									18			18	
Task 800 - Bidding Administration		8	0	6	0	4	6	0	0	0	18	24	\$ 6,380.00
Bidding Documents Preparation		1		4		2	6				4	17	
Issue Bidding Documents											4	4	
Respond to Bidding Questions		1		2		2						5	
Bid Opening, Tabulation, Award		4									2	6	
Contract Documents		2									8	10	
Task 900 - Geotechnical Services (Thiele)		0	0	0	0	0	0	0	0	0	0	0	\$ 11,715.00
TOTAL		80	54	78	162	74	152	15	60	88	18	781	\$ 138,850.00

NOTE: Hourly rates include costs of reimbursable expenses including meals, travel, etc.

REPORTS

1. City Administrator's Report - City Administrator Butcher

CITY ADMINISTRATORS REPORT – 12/21/2021

- Out for extensive illness.
- Monitoring a number of street projects Waverly Road (continues pouring concrete), design work on East Seward and East Hillcrest.
- Covid-19 response to inquiries and issues, a number of employees out.
- Working on finalizing grants for Petsource/Rail Campus – EOP.
- Assisting City Attorney with a number of real estate items.
- Covid-19 Unified Command Calls
- Reviewed CivicPlus webpage specific platforms and offerings with City Clerk.
- Reviewed final draft of JEO Emergency Response Planning for water system answered questions and comments.
- Attended SCCDP tour of Seward with Nebraska DED.
- DTR Update with SENDD for Phase III.
- Monthly financial review with Finance Director.
- Update meeting with Schemmer on NDOT and FHWA about trail project, final contracts to come out for final design phase.
- Met with Dwell Development and staff on a large scale apartment project.

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

Police Department

- Command Staff meeting.
- E911 Board meeting.
- LEPC meeting.
- CSO Shannon Arena started 12/13/21.

City Clerk/Human Resources/City Hall

- Certification for 2022 Elections will return to County Clerk this week.
- Reviewing sections 1.9-1.17 of the Employee Personnel Handbook.

Water/Wastewater Department

- Continue working on reprogram meters information lost.
- Manhole repair on Seward Street.
- Vac up to curb stops and freeze service line and repair.
- Power wash clarifiers at wastewater.

Parks and Rec/Cemetery/Golf/Pool

- Last wrestling clinic Monday, Dec. 13.
- Basketball signup is still going on and women's volleyball is ongoing.
- Finish pouring concrete on hole 8.
- Mulching and trimming parks and cemeteries.

Civic Center

- Meetings as usual.
- Cleaning out downstairs closets.

Electric Department

- Hauling old poles from horseshoe.
- Setting poles on S 2nd.
- Fixing streetlights on 8th St.
- Working on metering project.

Street Department

- Fall sweeping picking up leaves.
- Patch potholes.
- Tree trimming.
- Stump grinding.

Library

- Final NYT book group Monday, Dec. 13.
- Scheduling spring diversity lecture series speakers.
- Working on Jan-April staff schedule.

Building Inspection/Planning Department

- The Planning Commission meeting in December discussed DNR Farms LLC major Subdivision, Rezone, and Conditional Use permit.
- A building and moving permit for the house located at 216 N. 8th have been filed. However, no moving route has been received from Tim Tieken for approval.
- Concordia Music Building inspections.

Engineering

- Draft subdivision agreement, comments on revised plan set and coordinate stormwater management with SEH.
- Review and comment on updated plan set for East Seward Street (County).
- Edits to site plan (electrical) for the Water Tower.
- Review report for Water System ERP/Risk Assessment.

Finance Dept.

- Training with Emily on payroll.
- Make 12-15-2021 TIF distributions (including update CNG ACH info.)
- Record CDBG DTR #25 journal entries.
- Record journal entries for bond payments.

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE
ACTION
ANNOUNCEMENT OF UPCOMING EVENTS
MOTION TO ADJOURN**

I, Derek Bargmann, the duly appointed qualified and acting City Clerk of the City of Seward, Nebraska, hereby certify that the foregoing Notice of Meeting and Agenda for such meeting has been posted in the following places: Seward City Hall, Seward Municipal Building, Seward County Courthouse, Seward Memorial Library and CityofSewardNE.gov

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

Derek Bargmann, City Clerk

Date