



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

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**Tuesday, October 18, 2022**

**7:00 PM**

**Municipal Building Council Chambers**

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**NOTICE IS HEREBY GIVEN** that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, October 18, 2022, in the Council Chambers, 142 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

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

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

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

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

**ROLL CALL**

**CONSENT AGENDA**

1. City Codes Director Report

# OPEN Property Maintenance Code Violation Report

					Updated 10-11-2022
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
<b>2022</b>					
580 S Evergreen	Weeds	10/11/2022	Walter Bowen 580 S Evergreen Dr Seward NE 68434	in person	CSO Arena made contact with the resident. The resident said it will be taken care of today 10-4-2022.
Cul de sac west end of Spruce St	Illegal Dumping	Immediate 9-9-2022		In Person	CSO Arena made contact with the party responsible which was discovered from information in the debris. The debris was picked that evening.
324 N 10th	Property weeds and infestations due to neglect after fire		Dustin Dobesh 2530 N Rd Dwight NE 8635	In person	Tim spoke with Andy Hartmann about the demolition timeline for the property. Andy has the asbestos report to submit and has set the demolition for the week September 26. This has been demolished
336 Carolyn	Hedge growing over sidewalk	9/11/2022	Trudy Langner	In Person	Shannon Areana, CSO, made contact with the owner. She was gone on vacation and didn't trim before she left. It will be taken care of by the weekend. .
716 N 7th	Grass, Weeds, Junk Vehicles, Trash	9/2/2022	Dennis & Willa Taylor	Certified mail	Shannon Arena, CSO, made contact with the owner on 6-3-2022 and gave them until 7-6. No progress has been made as of 8-24-2022 9-9-2022 there is a new camper parked, and plugged in on the street. Campers are no longer parked.
149 N 1st	Grass/Weeds	8/31/2022	Steve Butler 268 4th St Garland, NE 68360	Door Hanger	Shannon Arena, CSO, visited the proeprty and left a door hanger informing the owner that they are non-compliant for heighth of grass and weeds.
429 S Columbia Ave	Grass/Weeds		Christopher Yates 8630 Oakmont Dr Lincoln, NE 68526	Phone Call Certified Mail Posted Notice	Shannon Arena, CSO, attempted to reach by phone, Tim Dworak, Code Enforcement Director mailed Notice and Orders certified, the property was posted. Street Department mowed the property Monday, 8-8
426 S 1st St	Installing a fence with no permit	6/15/2022	Justin & Erin Ronne 426 S 1st St Seward, NE 68434	In Person	Shannon Arena, CSO, was going to attempt contact with the property owner. The owner has paid for the permit

## OPEN Property Maintenance Code Violation Report

635 N 2nd St	Weeds	6/17/2022	Marianna Bailey 1202 N 66th St Lincoln, NE 68505	In Person/ Certified Letter	Shannon Arena, CSO, delivered a notice and orders to the property. Tim Dworak, Code Enforcement Director, mailed a letter via certified mail. The property was partially mowed 6-13-2022. Street Dept mowed the alley portion 7-1.
948 Main	Rabbits	6/30/2022	Scott Pekarek Tenant:Cody Meredith	Phone Call	Shannon Arena, CSO, made contact with the tenant. The tenant admitted he has six rabbits. Arena stated by ordinance you can only have 3. Arena will follow up by the 27th. .
437 S 6th	Weeds/Dogs		Misty Wismer	Phone Call	Shannon Arena, CSO, called the tenant and land owner. Neither answered. He will keep trying to make contact. Owner said they only have 3 dogs, the 4th was cremated. Arena could not verify the dog was cremated.
1511 Eastdrige	Weeds		Ronald Stanek	In Person	Shannon Arena, CSO, made contact with the owner. The owner stated that he is been in contact with Merles to come spray the weeds. Arena will make contact on 6-13-2022. As of 6-14 this is take care of
429 S Columbia	Grass/Weeds	6/13/2022	Christopher Yates 8630 Oakmont Dr Lincoln NE	Phone Call	Shannon Arena, CSO, delivered a notice and orders to the house. Tim Dworak, Code Enforcement Director, mailed the letter via certified mail. City Street department is mowing it 6-14-2022
324 N 10th	Grass/Weeds	6/10/2022	Dustin Dobesh 2530 N Rd Dwight NE 8635	Phone Call	Shanna Arena, CSO, made contact with the owner. The owner stated he will get it taken care of. 6-10-2022 this is completed
446 Moffitt	Tree over sidewalk	6/22/2022	SVP Properties LLC 6830 Marcus Rd Lincoln NE 68516		Bob Miers, Street Superintendent, will trim the tree to 7 foot above the sidewalk. Street Department trimmed the tree 6-23.
701 S 6th	Grass/Weeds	6/15/2022	David Wilson 15727 Burdette St	In Person	Property was mowed
		6/10/2022			Shannon Arena CSO made contact with the owner. The owner stated it will be getting it mowed by Friday.
	Grass/Weeds	5/31/2022		In Person	It is mowed

## OPEN Property Maintenance Code Violation Report

434 S 2nd	Grass/Weeds	5/31/2022	Stephen Storjohn	In Person	Shannon Arena (CSO) made contact with the owner and siad you have till next Tuesday to get it mowed.Storjohn will get it mowed the weekend of 6-10-2022. Most of it was taken care of. Arena stated he has till the 17th. Property was mowed weekend of July 2 or 3.
703 S 1st St	Grass/Weeds	5/31/2022	Christopher William Wilcox	In Person	Shannon Arena (CSO) made contact with the owner and siad you have till next Tuesday to get it mowed.This has been mowed
608 S 1st	Grass/Weeds	5/31/2022	Bill Kuhlman 2054 Holdrege Rd Pleasant Dale, NE	In Person	Shannon Arena (CSO) made contact with the owner and siad you have till next Tuesday to get it mowed. This has been mowed
632 S 1st	Weeds/grasss	5/31/2022	Dillin Snider 117 South St	In Person	Shannon Arena (CSO) made contact with the owner and siad you have till next Tuesday to get it mowed.
448 S 3rd	Weegs/grass	5/31/2022	Jeffrey Culp 132 N 3rd Street	In Person	Shannon Arena (CSO) made contact with the owner and siad you have till next Tuesday to get it mowed. This has been mowed.
524 S 3rd St	Weeds/grasss	5/31/2022	Barbara Osborne 903 406th Rd Beaver Crossing, NE 68313-9434	In Person	Shannon Arena (CSO) made contact with the owner and siad you have till next Tuesday to get it mowed. This has been mowed.
1008 Elm	Weeds/grasss	5/31/2022	Shawn Powell 402-314-0912	Phone Call	Shannon Arena (CSO) made contact with the owner. He thought he sold the property and cancelled the lawn service. He will get it taken care of this weekend. This is mowed.
Centennial Park	Camper	5/26/2022		In Person	Shannon Arena (CSO) left a door hanger on the camper tell the owner they cannot stay in Centennial Park. The camper has moved.
923 Elm St	Grass/Weeds	5/31/2022	Sherdon Bick	In Person	Shannan Arena (CSO) made contact with the owner and said you have till next Tuesday to get it mowed. It is mowed.
918 N 12th St	4 dogs/ Grass/Weeds	6/6/2022	Mark Croghan	In Person	Shannan Arena (CSO) made contact with the owner. He will get the car on the street up to date on 5-23-2022, and will have the trees and weeds cleaned up by June 6th. There are 4 dogs and he will get them all licensed. One is quite old and will not live long.6-10-2022 this is complete.
247 N 2nd	Grass/Weeds/Fence	5/19/2022	Craig Kubicek 7811 S 26th St Lincoln, NE 68512	Phone Call	

## OPEN Property Maintenance Code Violation Report

720 N 1st	Grass/Weeds	5/19/2022	Homemade Holdings LLC 842 N Lakeshore Dr Lincoln, NE 68528-1029	Phone Call	Shannon Arena (CSO) investigated the property and the grass/weeds are over 12 inches. He will make contract with the owner.
1057 N 12	Grass/Dirt	5/18/2022	Building Seward LLC	Phone Call	Shannon Arena (CSO) inspected the property. On 5-10-2022 he made contact with the owner who stated they hired tru green to mow the lots but they haven't been out. They will call them to come take care of the grass. The dirt will be left as is.
1348 Fairlane	Trailer parked on the grass . Heavy commercial vehicles parked on residential street	5/6/2022	Gain Hobson 1348 Fairlane Ave	Phone Call	Shannon Arena (CSO) made contract with the owner. The owner is moving and everthing will be off the grass/street by this weekend.
1313 W Hwy 34	Concrete stem walls damaged due to fire, automotive pit to be filled, rebar sticking up, outdoor storage not allowed in zoning, vehicle storage not allowed in zoning	6/13/2022	Brian & Cindy Fehlhafer 1369 196th Rd Seward, NE 68434	In Person	Site was cleaned up to comply with violations stated in the violation letter. The existing shed will be removed later in the summer, will follow up in 60 days
					Tim spoke with Brian and reminded him of the first notice violation and the required items to be remedied. Brian indicated he would comply.
437 S 6th	inoperable vehicle	3/14/2022	Misty Wismer	Phone Call	Shannon Areen (CSO) made contract 3-3-2022 with Misty Wismer regarding the car parked on the grass that is not licensed/registered. Arena informed Wismer she has until 3-14 to license the vehicle. This has been moved.
	Illegal Dumping	3/9/2022	Ed Schulz LLC	Phone Call	Shannon Arena (CSO) made contact on 3-1-2022 and she said they will get it cleaned up. As of 3-2-2022 all the bags were cleaned up.
434 S 2nd	Fridge with door, weeds 3ft tall	3/9/2022	Stephen Storjohn	Phone Call	Shannon Arena (CSO) made contact with Stephen Storjohn. Storjohn stated there was a company that was supposed to come pick it up but they haven't yet. 3-2-2022 gave offical 7 day notice. CSO Arena reported as of 3-8-22, the fridge has not moved. 3-24-22 the fridge is moved.

## OPEN Property Maintenance Code Violation Report

416 N 1st	inoperable vehicle	3/4/2022	Rudolph Nuttleman	Phone Call	Shannon Arena (CSO) made contact with Sandra Nuttleman. She stated it was a previous tenants car. On 2-24-22, Arena made contact again and gave Nuttleman till March 4 to have the vehicle removed. CSO Arena reported the car is being picked up by a non-profit out of York by the weekend of 3-12-22. On 5-23-2022 a Notice and Orders was delivered in person to Sandra Nuttleman by CSO Arena
929 Main St	No building permit, building built to non code compliant	3/11/2022	Craig Kubicek 7811 S 26th St Lincoln, NE 68512	In Person Certified Mail	Shannon Arena (CSO) will make contact with the renter and a certified letter will be mailed to the owner.
1115 N Columbia	Protective treatment, decayed siding, soffits and fascias, decayed roof	4/15/2022	Lori Canning 1115 N Columbia Seward, NE 68434	In Person	Notice and Orders letter will be hand delivered Monday 2/14/2022
524 S 3rd St	Bedroom windows not operable, bath floor rotted, no ventilation in bath	4/1/2022	Barbara Osborne 903 406th Rd Beaver Crossing, NE 68313-9434	Phone	Barbara called and is in the process of lining up a contractor and getting windows ordered.
		3/11/2022		Certified mail	Notice and Orders certified letter mailed 2-10-2022
rd St	Suspected gas leak reported	Immediate 2/1/2022	Kent Russel 1240 Longwood Dr. Seward, NE 68434	In Person	Tim Contacted Black Hills Energy and they are sending out a tech immediately to investigate. Black Hills Energy notified the building department that Lee's Refrigeration was called and was working on replacing some piping to solve the problem. No gas leak was detected.
444 Hillcrest	No permit for fowl and chickens		Jonathon Moberly/Jennifer Freund		The permit was submitted to City Hall for approval and lacked a single neighbor signature. They were instructed to go back and get the final signature. Per email from City Administrator Greg Butcher, this is approved.
		3/11/2022		in Person	Notice and Orders was hand delivered on 2-9-2022 giving them 30 days to comply.
		2/8/2022			Shannon Arena (CSO) made contact with Jennifer, gave her the permit and ordinance. Informed her she has 7 business days. She said she would begin working on it. As of 2-8-2022, the owners have not turned in the required documentation for permit.

# OPEN Property Maintenance Code Violation Report

111 Plumcreek Ln	Rubbish and trash throughtout the yard and deck area	1/10/2022	Della Hartmann	In Person/Phone call	Tenant cleaned area and disposed of trash.
					Shannon Arena+E22:F53 (CSO) attempted contact and nobody answered the door. Shannon phoned the owner (Della) who does not live on site and she said she would get ahold of the tenant and have him clean it up. Shannon will follow up Monday 1-10

CURRENT YEAR:

August

2022

LAST YEAR:

August

2021

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 8,134.00	\$ 3,400,000.00
REMODEL/ADDIT.	21	\$ 3,149.05	\$ 732,029.23
ACCESSORY	19	\$ 5,564.72	\$ 2,257,111.36
RELOCATE	294	\$ 15,567.00	\$ 3,984,875.18
ELECTRIC			
PLUMBING	18	\$ 4,798.00	
MECHANICAL	4	\$ 632.00	
SEWER TAP	1	\$ 250.00	
WATER TAP	1	\$ 1,216.25	
TEMP. ELEC.	1	\$ 50.00	
ELECTRIC SER.	2	\$ 800.00	
<b>TOTALS</b>	<b>362</b>	<b>\$ 40,161.02</b>	<b>\$10,374,015.77</b>

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	6	\$ 10,683.50	\$ 1,337,994.91
REMODEL/ADDIT.	12	\$ 1,110.00	\$ 235,300.00
ACCESSORY	12	\$ 500.00	\$ 94,632.00
RELOCATE	10	\$ 808.00	\$ 275,949.89
ELECTRIC	0		\$ -
PLUMBING	13	\$ 665.00	-
MECHANICAL	7	\$ 675.00	\$ -
SEWER TAP	4	\$ 1,000.00	\$ -
WATER TAP	4	\$ 3,352.00	\$ -
TEMP. ELEC.	3	\$ 150.00	\$ -
ELECTRIC SER.	4	\$ 800.00	\$ -
<b>TOTALS</b>	<b>75</b>	<b>\$ 19,743.50</b>	<b>\$ 1,943,876.80</b>

YEAR TO DATE

January to December

2022

YEAR TO DATE

January to December

2021

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	17	\$ 48,461.44	\$9,576,434.34
REMODEL/ADDIT.	94	\$ 84,033.01	\$56,060,698.30
ACCESSORY	113	\$ 15,272.25	\$ 2,740,158.37
RELOCATE	508	\$ 26,320.00	\$ 7,618,589.91
ELECTRIC		\$ -	\$ -
PLUMBING	106	\$ 12,797.00	\$ -
MECHANICAL	55	\$ 7,385.00	\$ -
SEWER TAP	15	\$ 4,250.00	\$ -
WATER TAP	15	\$ 17,194.25	\$ -
TEMP. ELEC.	9	\$ 900.00	\$ -
ELECTRIC SER.	17	\$ 7,380.00	\$ -
<b>TOTALS</b>	<b>949</b>	<b>\$ 223,992.95</b>	<b>\$75,995,880.92</b>

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	27	\$ 57,910.00	\$11,892,576.73
REMODEL/ADDIT.	59	\$ 12,167.09	\$ 4,622,331.77
ACCESSORY	123	\$ 9,745.70	\$ 592,856.00
RELOCATE	11	\$ 300.00	\$ 52,477.00
ELECTRIC			\$ -
PLUMBING	113	\$ 8,700.00	\$ -
MECHANICAL	62	\$ 8,003.03	\$ -
SEWER TAP	22	\$ 5,500.00	\$ -
WATER TAP	22	\$ 19,210.00	\$ -
TEMP. ELEC.	22	\$ 1,100.00	\$ -
ELECTRIC SER.	23	\$ 5,200.00	\$ -
<b>TOTALS</b>	<b>484</b>	<b>\$ 127,835.82</b>	<b>\$17,160,241.50</b>

**CURRENT YEAR: September 2022**

**LAST YEAR: September 2021**

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 2,153.90	\$ 300,277.24
REMODEL/ADDIT.	16	\$ 1,464.91	\$ 362,254.12
ACCESSORY	20	\$ 670.10	\$ 84,374.55
RELOCATE	277	\$ 16,815.00	\$ 4,765,089.83
ELECTRIC			
PLUMBING	9	\$ 570.00	
MECHANICAL	13	\$ 1,445.00	
SEWER TAP	1	\$ 250.00	
WATER TAP	1	\$ 838.00	
TEMP. ELEC.	1	\$ 50.00	
ELECTRIC SER.	1	\$ 250.00	
<b>TOTALS</b>	<b>340</b>	<b>\$ 24,506.91</b>	<b>\$ 5,511,995.74</b>

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	0	\$ -	\$ -
REMODEL/ADDIT.	12	\$ 624.00	\$ 100,632.22
ACCESSORY	7	\$ 2,283.75	\$ 34,686.82
RELOCATE	5	\$ 250.00	\$ 42,019.85
ELECTRIC			\$ -
PLUMBING	9	\$ 570.00	\$ -
MECHANICAL	8	\$ 665.00	\$ -
SEWER TAP	0	\$ -	\$ -
WATER TAP	0	\$ -	\$ -
TEMP. ELEC.	0	\$ -	\$ -
ELECTRIC SER.	0	\$ -	\$ -
<b>TOTALS</b>	<b>41</b>	<b>\$ 4,392.75</b>	<b>\$ 177,338.89</b>

**YEAR TO DATE January to December 2022**

**YEAR TO DATE January to December 2021**

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	18	\$ 50,615.34	\$9,876,711.58
REMODEL/ADDIT.	110	\$ 85,497.92	\$56,422,952.42
ACCESSORY	133	\$ 15,942.35	\$ 2,824,532.92
RELOCATE	785	\$ 43,135.00	\$12,383,679.74
ELECTRIC		\$ -	\$ -
PLUMBING	115	\$ 13,367.00	\$ -
MECHANICAL	68	\$ 8,830.00	\$ -
SEWER TAP	16	\$ 4,500.00	\$ -
WATER TAP	16	\$ 18,032.25	\$ -
TEMP. ELEC.	10	\$ 950.00	\$ -
ELECTRIC SER.	18	\$ 7,630.00	\$ -
<b>TOTALS</b>	<b>1289</b>	<b>\$ 248,499.86</b>	<b>\$81,507,876.66</b>

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	27	\$ 57,910.00	\$11,892,576.73
REMODEL/ADDIT.	71	\$ 12,791.09	\$ 4,722,963.99
ACCESSORY	130	\$ 12,029.45	\$ 627,542.82
RELOCATE	21	\$ 1,233.00	\$ 349,209.74
ELECTRIC			\$ -
PLUMBING	122	\$ 9,270.00	\$ -
MECHANICAL	70	\$ 8,668.03	\$ -
SEWER TAP	22	\$ 5,500.00	\$ -
WATER TAP	22	\$ 19,210.00	\$ -
TEMP. ELEC.	22	\$ 1,100.00	\$ -
ELECTRIC SER.	23	\$ 5,200.00	\$ -
<b>TOTALS</b>	<b>530</b>	<b>\$ 132,911.57</b>	<b>\$17,592,293.28</b>

## 2. City Treasurer Report



TREASURER'S REPORT		MONTH OF: SEPTEMBER 2022					
VARIANCE AT: 100.00%							
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE	
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS	
ELECTRIC	11,308,038	10,285,086	91%	1,022,952	9,697,828	587,258	
ELEC BOND PYMT	494,905	494,905	100%	- 0 -	498,086	(3,181)	
WATER	4,266,596	2,083,622	49%	2,182,974	1,725,065	358,557	
WATER BOND PYMTS	329,284	329,284	100%	0	376,524	(47,240)	
WATER SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
WASTEWATER TREATMENT	2,456,620	1,750,229	71%	706,391	1,384,383	365,847	
WWTW BOND PYMT	290,258	290,258	100%	1	298,772	(8,515)	
WWTW SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
<b>TOTAL BUSINESS-TYPE FUNDS</b>	<b>19,145,701</b>	<b>15,233,383</b>	<b>80%</b>	<b>3,912,318</b>	<b>13,980,657</b>	<b>1,252,726</b>	
GENERAL (LESS DONATIONS)	1,389,181	1,490,857	107%	(101,676)	962,511	528,346	
DONATIONS	100,000	4,610	5%	95,390	25,935	(21,325)	
LEGAL	71,963	68,699	95%	3,264	66,137	2,561	
POLICE	1,543,421	1,394,228	90%	149,193	1,239,599	154,629	
E911	191,391	191,391	100%	- 0 -	230,606	(39,215)	
POLICE EQUITABLE SHARING	100,000	7,274	7%	92,726	1,480	5,794	
STREET	3,710,579	2,393,866	65%	1,316,713	2,615,628	(221,762)	
STP FUNDS	149,944	154,462	103%	(4,518)	145,318	9,145	
DEBT SERVICE	1,073,948	1,073,947	100%	1	1,040,173	33,774	
RAIL CAMPUS	15,500	12,341	80%	3,159	504,519	(492,178)	
CDBG ECON. DEV. LOAN FUND	- 0 -	27	0%	(27)	- 0 -	27	
CDBG AFFORD HOUSING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG RURAL ENTERPRISE ASST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG RAIL SITE	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG-DOWNTOWN REVITAL GRANT	300,000	20,698	7%	279,302	90,293	(69,595)	
BLDGS & GRDS (CITY HALL)	36,759	25,228	69%	11,531	31,333	(6,105)	
CIVIC CENTER	266,671	146,841	55%	119,830	167,985	(21,144)	
LIBRARY	614,985	566,736	92%	48,249	555,955	10,780	
LIBRARY MAINTENANCE FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PUBLIC PROPERTIES	493,036	451,964	92%	41,072	423,732	28,232	
CEMETERY	208,460	195,640	94%	12,820	173,352	22,287	
GOLF COURSE	547,909	554,233	101%	(6,324)	477,050	77,183	
NEW PARK DEVELOPMENT	100	195	0%	(95)	154	40	
NEW CEMETERY DEVELOPMENT	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
GUTHMAN TRUST - REGULAR	145	145	100%	- 0 -	145	- 0 -	
GUTHMAN TRUST - PAVING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PERPETUAL CARE - PRINCIPAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PERPETUAL CARE - INTEREST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
BLDGS & GRDS (OTHER)	11,050	11,067	100%	(17)	9,843	1,224	
BUILDING INSPECTION	109,853	85,073	77%	24,780	69,621	15,452	
FIRE (LESS DONATIONS)	334,890	132,539	40%	202,351	139,498	(6,959)	
FIRE DONATIONS	100,000	- 0 -	0%	100,000	- 0 -	- 0 -	
FIRE EQUIPMENT SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
TREE BOARD	12,550	585	5%	11,965	301	284	
PLANNING COMMISSION	27,666	21,136	76%	6,530	15,347	5,789	
ENGINEER	153,887	144,719	94%	- 0 -	136,768	7,952	
DOWDING POOL (LESS DONATIONS)	257,488	250,313	97%	7,175	259,082	(8,769)	
POOL DONATIONS	1,000	- 0 -	0%	1,000	- 0 -	- 0 -	
CONCESSION STAND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SWIMMING LESSONS	13,858	10,139	73%	3,719	6,582	3,556	
RECREATION	320,321	304,250	95%	16,071	276,766	27,484	
SPORTS COMPLEX LIGHTS	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SENIOR CENTER	177,650	164,993	93%	12,657	131,864	33,129	
SENIOR SHUTTLE	3,239	4,577	141%	(1,338)	2,664	1,913	
RECYCLING	113,141	20,352	18%	92,789	28,989	(8,638)	
ECONOMIC DEVELOPMENT	278,595	105,455	38%	173,140	195,032	(89,576)	
TAX INCREMENT FINANCING	415,999	590,830	142%	(174,831)	365,238	225,592	
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>13,145,179</b>	<b>10,599,409</b>	<b>81%</b>	<b>2,536,602</b>	<b>10,389,502</b>	<b>209,907</b>	
(UNAUDITED)							

# Pledges By Pledgee And Maturity

**BBA**

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 9/30/2022

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Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Par	Book Value	Market Value
COMM: COMMERCE BANK	164543BF6	AFS	CHERRY CO NE 40 12/15/40	3.00	Aa3	200,000.00 100.00%	200,000.00	203,851.21	200,586.00
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	300,360.00
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	193,004.00
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	166,551.00
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	151,162.20
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	141,673.50
COMM: COMMERCE BANK	0792124W3	AFS	BELLEVUE-REF NE 30 12/15/30	3.10		250,000.00 100.00%	250,000.00	250,000.00	248,645.00
COMM: COMMERCE BANK	751265RA9	AFS	RALSTON-VEHICLE NE 32 06/01/32	3.70		300,000.00 100.00%	300,000.00	300,000.00	300,033.00
COMM: COMMERCE BANK	661615UB8	AFS	N PLATTE-REF NE 32 12/15/32	3.00	A	200,000.00 100.00%	200,000.00	200,526.70	188,620.00
COMM: COMMERCE BANK	698864HR9	AFS	PAPILLION MUNI FACS NE 33 12/15/33	3.00	Aa1	175,000.00 100.00%	175,000.00	176,552.77	165,117.75
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	331,896.00
COMM: COMMERCE BANK	943776KA1	AFS	WAVERLY NE 34 06/01/34	2.95		335,000.00 100.00%	335,000.00	335,000.00	291,523.70
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	146,586.00

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9/30/2022 8:45 AM - BLA / JNBT

# Pledges By Pledgee And Maturity



**Pledged To: CITY TREASURER**

**Jones Bank - Seward, NE**

**As Of 9/30/2022**

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
								Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	25929PDW6	AFS	DOUGLAS SID #491-REF NE 36 09/15/36		2.60		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	145,274.00
COMM: COMMERCE BANK	80378EDN2	AFS	SARPY SID #263-REF NE 36 09/15/36		3.80		260,000.00 100.00%	260,000.00	260,000.00	260,000.00	248,115.40
COMM: COMMERCE BANK	98676TCF8	AFS	YORK NE-B-REF NE 36 10/01/36		1.85		200,000.00 100.00%	200,000.00	198,782.03	198,782.03	139,928.00
COMM: COMMERCE BANK	23087RHC5	AFS	CUMING CO-B-REF NE 36 12/15/36		2.00		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	178,877.50
COMM: COMMERCE BANK	68905WFK3	AFS	OTOE CO NE SD #501-B NE 36 12/15/36		1.70	Aa3	200,000.00 100.00%	200,000.00	200,000.00	200,000.00	140,302.00
COMM: COMMERCE BANK	803787DT4	AFS	SARPY CO SD#46 NE 36 12/15/36		2.00	AA-	200,000.00 100.00%	200,000.00	202,494.78	202,494.78	152,484.00
COMM: COMMERCE BANK	80377XCV4	AFS	SARPY CO SID #190-REF NE 37 10/15/37		4.00		205,000.00 100.00%	205,000.00	205,000.00	205,000.00	205,061.50
COMM: COMMERCE BANK	25929RCY9	AFS	DOUGLAS CO SID #485 NE 38 05/15/38		2.65		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	146,156.00
COMM: COMMERCE BANK	25933VBY5	AFS	DOUGLAS CO SANTN 559 NE 38 06/15/38		4.10		165,000.00 100.00%	165,000.00	165,000.00	165,000.00	150,206.10
COMM: COMMERCE BANK	25932EDK2	AFS	DOUGLAS CO SID #438 NE 38 08/15/38		4.20		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	245,087.50
COMM: COMMERCE BANK	80387LAP3	AFS	SARPY CO SAN & IMP DT NE 38 08/15/38		2.75		290,000.00 100.00%	290,000.00	290,000.00	290,000.00	209,043.60
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	100,000.00	74,566.00
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	150,000.00	110,127.00

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# Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 9/30/2022

Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	72778PCU5	AFS	PLATTE CO SD #5 NE 38 12/15/38	2.00	AA-	200,000.00 100.00%	200,000.00	200,000.00	145,332.00
COMM: COMMERCE BANK	80379KDHO	AFS	SARPY CO SID #272-REF NE 38 12/15/38	4.40		215,000.00 100.00%	215,000.00	215,000.00	215,550.40
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	194,138.00
COMM: COMMERCE BANK	25936ECH6	AFS	DOUGLAS CO SID #561 NE 39 01/15/39	4.35		180,000.00 100.00%	180,000.00	180,000.00	173,721.60
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	179,079.95
COMM: COMMERCE BANK	25931EGP9	AFS	DOUGLAS CO SAN #503 NE 39 08/15/39	2.65		225,000.00 100.00%	225,000.00	225,000.00	159,185.25
COMM: COMMERCE BANK	80373XBC1	AFS	SARPY CO SAN & IMPT NE 39 08/15/39	2.60		200,000.00 100.00%	200,000.00	200,000.00	140,978.00
COMM: COMMERCE BANK	80373YDV5	AFS	SARPY CO SID#158-REF NE 39 08/15/39	2.95		190,000.00 100.00%	190,000.00	190,000.00	139,309.90
COMM: COMMERCE BANK	80377BKX7	AFS	SARPY CO SID #284-REF NE 39 10/15/39	2.55		150,000.00 100.00%	150,000.00	150,000.00	104,167.50
COMM: COMMERCE BANK	25931BEJ1	AFS	DOUGLAS SID #507-REF NE 40 05/01/40	3.15		185,000.00 100.00%	185,000.00	185,000.00	133,188.90
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	146,923.00
COMM: COMMERCE BANK	25938TBK5	AFS	DOUGLAS CO SAN & IMPT NE 40 06/01/40	2.85		130,000.00 100.00%	130,000.00	130,000.00	92,805.70
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	112,881.00

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# Pledges By Pledgee And Maturity



**Pledged To: CITY TREASURER**

Jones Bank - Seward, NE

As Of 9/30/2022

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Receipt# Safekeeping Location	CUSIP Location	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Original Face	Pledged		Market Value
								Par	Book Value	
COMM: COMMERCE BANK	25933EEG9 COMMERCE BANK	AFS DOUGLAS CO SAN & IMPT NE 4( 11/15/40		3.15		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	143,503.20
COMM: COMMERCE BANK	80388MBJ3 COMMERCE BANK	AFS SARPY CNTY SANITATION NE 4( 12/15/40		4.00		240,000.00 100.00%	240,000.00	240,000.00	240,000.00	225,914.40
COMM: COMMERCE BANK	617775EV9 COMMERCE BANK	AFS MORRILL CO NE 41 06/15/41		2.25		240,000.00 100.00%	240,000.00	240,000.00	240,000.00	163,308.00
COMM: COMMERCE BANK	25939LDA1 COMMERCE BANK	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	137,320.00
COMM: COMMERCE BANK	25930LDN2 COMMERCE BANK	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	137,668.00
COMM: COMMERCE BANK	80379QBT3 COMMERCE BANK	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	177,671.25
COMM: COMMERCE BANK	80387LAS7 COMMERCE BANK	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	139,702.00
COMM: COMMERCE BANK	25938MDE2 COMMERCE BANK	AFS DOUGLAS CO SAN & IMPT NE 41 09/01/41		2.80		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	135,792.00
COMM: COMMERCE BANK	25933EFW3 COMMERCE BANK	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	164,384.85
COMM: COMMERCE BANK	25931XDM7 COMMERCE BANK	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	115,298.70
COMM: COMMERCE BANK	25939HCJ7 COMMERCE BANK	AFS DOUGLAS CO SID#563 NE 41 11/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	142,966.00
COMM: COMMERCE BANK	25940MAR2 COMMERCE BANK	AFS DOUGLAS CNTY NE SAN & NE 4 11/15/41		2.75		125,000.00 100.00%	125,000.00	125,000.00	125,000.00	89,233.75
COMM: COMMERCE BANK	119483EL5 COMMERCE BANK	AFS BUFFALO CO SD #0009 NE 41 12/15/41		2.00	A1	200,000.00 100.00%	200,000.00	200,000.00	193,785.03	129,890.00

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9/30/2022 8:45 AM - BLA / JNBT

# Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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As Of 9/30/2022

Receipt# Safekeeping Location	CUSIP	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	259327W42	AFS DOUGLAS CO SD #17 NE 41 12/15/41		4.00	AA	250,000.00 100.00%	250,000.00	262,379.57	250,647.50
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	175,502.50
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	192,442.25
COMM: COMMERCE BANK	3136AQUZ1	AFS FNR 2015-92 PA 12/25/41		2.50		1,590,000.00 100.00%	1,590,000.00	455,673.05	422,030.42
COMM: COMMERCE BANK	808290FV7	AFS SCHUYLER NE 42 03/15/42		2.75		250,000.00 100.00%	250,000.00	250,000.00	189,325.00
COMM: COMMERCE BANK	80376KBN2	AFS SARY CO SID #334 NE 42 05/15/42		3.70		215,000.00 100.00%	215,000.00	215,000.00	178,815.50
COMM: COMMERCE BANK	25932XEH6	AFS DOUGLAS CO SID #524 NE 42 09/15/42		4.65		250,000.00 100.00%	250,000.00	250,000.00	227,202.50
COMM: COMMERCE BANK	25929MEM4	AFS DOUGLAS CO SID #405-R NE 42 11/15/42		3.55		250,000.00 100.00%	250,000.00	250,000.00	201,442.50
COMM: COMMERCE BANK	006058DK4	AFS ADAMS CO NE 42 12/15/42		4.00	AA-	300,000.00 100.00%	300,000.00	313,500.82	300,177.00
COMM: COMMERCE BANK	122873AR3	AFS BURT CO SCH DT#0020 NE 42 12/15/42		4.38	A2	250,000.00 100.00%	250,000.00	245,870.49	244,692.50
COMM: COMMERCE BANK	98636PBT6	AFS YORK CO SCH DT#96 NE 42 12/15/42		4.50	Aa3	250,000.00 100.00%	250,000.00	255,378.61	251,952.50
COMM: COMMERCE BANK	3132DMPY5	AFS FRLMC 30YR 03/01/50	SD0439	3.50		1,000,000.00 100.00%	1,000,000.00	687,016.39	585,578.75
<b>64 Securities Pledged To: 1010 - CITY TREASURER</b>							<b>15,905,000.00</b>	<b>14,486,341.63</b>	<b>12,030,709.02</b>

CASH IN BANK \$11,080,821.40

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9/30/2022 8:45 AM - BLA / JNBT

Pledged Securities Detail  
September 30, 2022

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

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/Pl	CUSIP Description S&P	Moody	Rate	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			Market Value Collateral Value
									Par Value Book Value	Carrying Value Interest Rec	Value	
PLEDGER: CITY OF SEWARD (02)												
AGEN	3130AJRQ4		1.000	177048011-1	Cont	6/25/2027						
FHLB	FHLB FIXED RATE NOTE				10/1/2022	6/25/2020	250,000.00	250,000.00	250,000.00	217,195.75	217,195.75	217,195.75
D02/02	AA+	Aaa			100.000	AFS	250,000.00	100.00%	227,042.73	666.67	217,862.42	
AGEN	3130ANK82		0.750	178004394-1	Ann	8/26/2026						
FHLB	FHLB FIXED RATE NOTE				8/26/2023	8/26/2021	370,000.00	370,000.00	370,000.00	322,664.96	322,664.96	322,664.96
D02/02	AA+	Aaa			100.000	AFS	370,000.00	100.00%	322,664.96	269.79	322,934.75	
CMO	3137AWUJ78		1.250	185157011-1		12/15/2027						
FHR	FHR 4145 AC					12/1/2012	1,500,000.00	1,500,000.00	72,577.97	69,496.43	69,496.43	
D02/02						AFS	72,577.97	100.00%	72,274.81	75.60	69,572.03	
CMO	3137B0NV2		1.500	185157163-1		9/15/2025						
FHR	FHR 4176 EC					3/1/2013	2,000,000.00	2,000,000.00	77,928.04	75,123.67	75,123.67	
D02/02						AFS	77,928.04	100.00%	77,727.86	97.41	75,221.08	
GNMA	36176W2B6		4.000	185168920-1		12/15/2026						
GNMA	GNMA POOL 778670					12/1/2011	560,000.00	560,000.00	36,786.85	37,259.31	37,259.31	
D02/02						AFS	36,786.85	100.00%	37,733.81	122.62	37,381.93	
GNMA	36179V3Q1		2.500	177018890-1		1/20/2036						
GNM2	GNMA2 POOL MA7107					1/1/2021	500,000.00	500,000.00	324,668.91	297,660.47	297,660.47	
D02/02						AFS	324,668.91	100.00%	341,048.13	676.39	298,336.86	
GNMA	36202ERL5		5.000	185171012-1		3/20/2023						
GNM2	GNMA2 POOL 4091					3/1/2008	500,000.00	500,000.00	1,928.68	1,887.58	1,887.58	
D02/02						AFS	1,928.68	100.00%	1,935.57	8.04	1,895.62	
GNMA	3620A9QG9		3.500	185171527-1		9/15/2024						
GNMA	GNMA POOL 723255					9/1/2009	750,000.00	750,000.00	16,676.60	15,733.09	15,733.09	
D02/02						AFS	16,676.60	100.00%	16,913.86	48.64	15,781.73	
GNMA	3620ARB59		3.500	185171588-1		5/15/2025						
GNMA	GNMA POOL 737260					5/1/2010	1,000,000.00	1,000,000.00	33,090.00	31,688.43	31,688.43	
D02/02						AFS	33,090.00	100.00%	33,465.72	96.51	31,784.94	
MBS	3128MDW74		3.500	177039340-1		12/1/2028						
FGLM	FHLMC POOL G14970					12/1/2013	1,450,000.00	1,450,000.00	228,223.26	222,117.22	222,117.22	
D02/02						AFS	228,223.26	100.00%	239,299.31	665.65	222,782.87	

Report reflects information submitted to Stifel 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.



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

Pledged Securities Detail  
September 30, 2022

H231  
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Report Sequence: sgrp, CUSIP, Ticket

SGrp 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
MBS FGLM D02/02	3128MEHL8 FHLMC POOL G15435		5.000	185145155-1		11/1/2024 5/1/2015 AFS	557,000.00 60.70	557,000.00 100.00%	60.70 61.51	59.50 0.25	59.50 59.75
MBS FGLM D02/02	3128MMLQ4 FHLMC POOL G18334		4.500	185145399-1		12/1/2024 12/1/2009 AFS	1,015,000.00 10,897.75	1,015,000.00 100.00%	10,897.75 11,021.78	10,813.77 40.87	10,813.77 10,854.64
MBS FGLM D02/02	3128PNBR8 FHLMC POOL J09948		4.000	185147186-1		7/1/2024 6/1/2009 AFS	1,300,000.00 11,308.71	1,300,000.00 100.00%	11,308.71 11,463.53	11,372.76 37.70	11,372.76 11,410.46
MBS FGLM D02/02	3128PQ4E8 FHLMC POOL J11721		4.500	185147195-1		2/1/2025 2/1/2010 AFS	1,200,000.00 15,190.58	1,200,000.00 100.00%	15,190.58 15,494.24	15,111.43 56.96	15,111.43 15,168.39
MBS FGLM D02/02	3128QOGL5 FHLMC POOL J19203		4.000	185147609-1		5/1/2027 5/1/2012 AFS	425,000.00 26,500.11	425,000.00 100.00%	26,500.11 27,361.70	26,657.81 88.33	26,657.81 26,746.14
MBS FGLM D02/02	31329KRS5 FHLMC POOL ZA2297		3.000	177051131-1		4/1/2033 9/1/2018 AFS	1,000,000.00 215,958.18	1,000,000.00 100.00%	215,958.18 205,051.27	205,051.27 539.90	205,051.27 205,591.17
MBS FGLM D02/02	3132A8S34 FHLMC POOL ZS7738		2.500	177051143-1		1/1/2031 9/1/2018 AFS	860,000.00 259,790.61	860,000.00 100.00%	259,790.61 246,529.92	242,197.42 541.23	242,197.42 242,738.65
MBS FGLM D02/02	3132CWRP8 FHLMC POOL SB0302		3.000	177046215-1		4/1/2035 3/1/2020 AFS	810,000.00 441,622.39	810,000.00 100.00%	441,622.39 435,189.61	416,717.17 1,104.06	416,717.17 417,821.23
MBS FGLM D02/02	3132CWS07 FHLMC POOL SB0516		2.500	178002051-1		4/1/2036 3/1/2021 AFS	500,000.00 401,006.94	500,000.00 100.00%	401,006.94 422,427.84	367,906.90 835.43	367,906.90 368,742.33
MBS FGLM D02/02	3132CWM03 FHLMC POOL SB0620		3.500	177041150-1		8/1/2036 2/1/2022 AFS	400,000.00 365,118.33	400,000.00 100.00%	365,118.33 386,539.79	351,271.12 1,064.93	351,271.12 352,336.05
MBS FGLM D02/02	31335HUG6 FHLMC POOL C90583		6.000	185150272-1		10/1/2022 10/1/2002 AFS	700,000.00 3.70	700,000.00 100.00%	3.70 3.70	3.45 0.02	3.45 3.47

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
									Par Value	Book Value		
MBS	31335HYR8		5.500	185150298-1		10/1/2023	3,250,000.00	3,250,000.00	7,362.55	6,970.28	6,970.28	6,970.28
FGLM	FHLMC POOL C90720					10/1/2003			7,440.22	33.75		7,004.03
D02/02						AFS		100.00%				
MBS	3133LPUJ5		1.500	177041020-1		3/1/2032	500,000.00	500,000.00	462,590.28	407,160.79	407,160.79	407,160.79
FGLM	FHLMC POOL RD5081					2/1/2022			456,614.09	578.24		407,739.03
D02/02						AFS		100.00%				
MBS	31371LQY8		5.000	185155978-1		6/1/2024	500,000.00	500,000.00	2,188.75	2,164.16	2,164.16	2,164.16
FNMA	FNMA POOL 255271					5/1/2004			2,184.64	9.12		2,173.28
D02/02						AFS		100.00%				
MBS	31375HAP9		2.298	185156211-1		2/1/2026	1,000,000.00	1,000,000.00	535.39	534.76	534.76	534.76
FNMV	FNMA ARM POOL 334914					1/1/1996			536.60	1.03		535.79
D02/02						AFS		100.00%				
MBS	3138AMK38		4.500	185159473-1		7/1/2026	500,000.00	500,000.00	34,164.66	33,956.02	33,956.02	33,956.02
FNMA	FNMA POOL A17513					7/1/2011			35,004.13	128.12		34,084.14
D02/02						AFS		100.00%				
MBS	3138EJLQ9		4.000	185159924-1		7/1/2027	443,000.00	443,000.00	32,165.92	31,360.12	31,360.12	31,360.12
FNMA	FNMA POOL AL2134					7/1/2012			33,091.02	107.22		31,467.34
D02/02						AFS		100.00%				
MBS	3138EKRM9		3.500	185160071-1		2/1/2028	500,000.00	500,000.00	41,911.72	40,872.68	40,872.68	40,872.68
FNMA	FNMA POOL AL3191					2/1/2013			43,103.94	122.24		40,994.92
D02/02						AFS		100.00%				
MBS	3138EKVV4		2.500	185160087-1		4/1/2023	525,000.00	525,000.00	2,883.58	2,714.05	2,714.05	2,714.05
FNMA	FNMA POOL AL3327					3/1/2013			2,886.82	6.01		2,720.06
D02/02						AFS		100.00%				
MBS	3138EKX75		5.500	177039339-1		2/1/2034	2,000,000.00	2,000,000.00	314,703.48	319,311.33	319,311.33	319,311.33
FNMA	FNMA POOL AL3401					3/1/2013			351,795.87	1,442.39		320,753.72
D02/02						AFS		100.00%				
MBS	3138EKXJ9		5.500	177039338-1		1/1/2034	2,000,000.00	2,000,000.00	256,608.80	260,360.43	260,360.43	260,360.43
FNMA	FNMA POOL AL3380					3/1/2013			285,480.66	1,176.12		261,536.55
D02/02						AFS		100.00%				
MBS	3138ELYF4		4.000	185160221-1		10/1/2028	1,000,000.00	1,000,000.00	80,966.95	79,708.38	79,708.38	79,708.38
FNMA	FNMA POOL AL4309					10/1/2013			83,565.74	269.89		79,978.27
D02/02						AFS		100.00%				

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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	Pledge Values						
								Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value			
MBS	3138EMCY5		4.000	185160242-1		21/2027								
FNMA	FNMA POOL AL4586					12/1/2013	575,000.00	575,000.00	33,246.03	32,711.18	32,711.18			
D02/02						AFS	33,246.03	100.00%	34,236.19	110.82				
MBS	3138EMPD7		3.500	184006560-1		31/2029								
FNMA	FNMA POOL AL4919					21/2014	2,000,000.00	631,641.94	98,869.34	94,343.22	94,343.22			
D02/02						AFS	313,055.02	31.58%	103,652.94	288.37				
MBS	3138EQ5H1		3.500	176002956-1		11/1/2030								
FNMA	FNMA POOL AL8047					1/1/2016	1,050,000.00	1,050,000.00	279,247.68	266,446.72	266,446.72			
D02/02						AFS	279,247.68	100.00%	295,940.85	814.47				
MBS	3138WDU82		3.000	178000698-1		1/1/2030								
FNMA	FNMA POOL AS4206					12/1/2014	1,160,000.00	1,160,000.00	169,518.63	160,499.38	160,499.38			
D02/02						AFS	169,518.63	100.00%	176,926.33	423.80				
MBS	3140FBGJ3		2.000	177051139-1		7/1/2031								
FNMA	FNMA POOL BD3800					7/1/2016	1,375,000.00	1,375,000.00	364,004.59	335,746.90	335,746.90			
D02/02						AFS	364,004.59	100.00%	343,153.76	606.67				
MBS	3140J5EA3		2.500	177039342-1		12/1/2029								
FNMA	FNMA POOL BM1028					3/1/2017	1,750,000.00	1,750,000.00	351,603.42	323,509.61	323,509.61			
D02/02						AFS	351,603.42	100.00%	360,308.96	732.51				
MBS	3140J5EA3		2.500	185164038-1		12/1/2029								
FNMA	FNMA POOL BM1028					3/1/2017	300,000.00	300,000.00	60,274.87	55,458.79	55,458.79			
D02/02						AFS	60,274.87	100.00%	60,477.00	125.57				
MBS	3140QGJ99		2.500	177034617-1		12/1/2035								
FNMA	FNMA POOL CA8387					12/1/2020	500,000.00	500,000.00	387,449.18	356,017.88	356,017.88			
D02/02						AFS	387,449.18	100.00%	407,437.75	807.19				
MBS	3140X9CH6		2.500	199000173-1		12/1/2035								
FNMA	FNMA POOL FM5471					12/1/2020	465,000.00	465,000.00	358,422.62	329,291.43	329,291.43			
D02/02						AFS	358,422.62	100.00%	376,232.64	746.71				
MBS	3140X9LK9		3.000	177020855-1		1/1/2041								
FNMA	FNMA POOL FM5729					1/1/2021	500,000.00	500,000.00	298,350.80	265,429.45	265,429.45			
D02/02						AFS	298,350.80	100.00%	316,402.25	745.88				
MBS	31412P2K6		4.500	185164602-1		7/1/2024								
FNMA	FNMA POOL 931478					6/1/2009	2,900,000.00	2,900,000.00	23,855.60	23,651.57	23,651.57			
D02/02						AFS	23,855.60	100.00%	24,197.17	89.46				

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**Cattle Bank & Trust (052)**  
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**Pledged Securities Detail**  
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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	31417SAL4		4.500	185165282-1		10/1/2024							
FNMA	FNMA POOL AC5410					10/1/2009	2,040,000.00	2,040,000.00	29,195.62	29,019.69	29,019.69	29,019.69	29,019.69
D02/02						AFS	29,195.62	100.00%	29,892.13	109.48		29,129.17	29,129.17
MBS	31418AAC2		3.000	185165786-1		11/1/2026							
FNMA	FNMA POOL MA0902					10/1/2011	1,000,000.00	1,000,000.00	35,482.49	33,005.32	33,005.32	33,005.32	33,005.32
D02/02						AFS	35,482.49	100.00%	35,792.87	88.71		33,094.03	33,094.03
MBS	31418AKN7		3.000	177011537-1		10/1/2032							
FNMA	FNMA POOL MA1200					9/1/2012	800,000.00	800,000.00	130,166.06	119,598.44	119,598.44	119,598.44	119,598.44
D02/02						AFS	130,166.06	100.00%	136,891.07	325.42		119,923.86	119,923.86
MBS	31418AQ7		2.500	185166318-1		3/1/2023							
FNMA	FNMA POOL MA1370					2/1/2013	500,000.00	500,000.00	2,883.12	2,713.63	2,713.63	2,713.63	2,713.63
D02/02						AFS	2,883.12	100.00%	2,886.25	6.01		2,719.64	2,719.64
MBS	31418AVK1		3.000	177039341-1		7/1/2028							
FNMA	FNMA POOL MA1517					6/1/2013	1,000,000.00	1,000,000.00	155,097.95	146,273.50	146,273.50	146,273.50	146,273.50
D02/02						AFS	155,097.95	100.00%	159,157.76	387.74		146,661.24	146,661.24
MBS	31418AYS1		2.500	185166625-1		10/1/2023							
FNMA	FNMA POOL MA1620					9/1/2013	587,000.00	587,000.00	11,347.53	10,673.69	10,673.69	10,673.69	10,673.69
D02/02						AFS	11,347.53	100.00%	11,375.50	23.64		10,697.33	10,697.33
MBS	31418B5R3		4.000	177020853-1		6/1/2036							
FNMA	FNMA POOL MA2655					5/1/2016	410,000.00	410,000.00	100,294.13	94,779.43	94,779.43	94,779.43	94,779.43
D02/02						AFS	100,294.13	100.00%	107,402.54	334.31		95,113.74	95,113.74
MBS	31418DRM6		2.000	177046216-1		8/1/2030							
FNMA	FNMA POOL MA4091					7/1/2020	610,000.00	610,000.00	317,202.30	287,082.77	287,082.77	287,082.77	287,082.77
D02/02						AFS	317,202.30	100.00%	306,319.95	528.67		287,611.44	287,611.44
MBS	31418DT77		2.000	177023307-1		11/1/2030							
FNMA	FNMA POOL MA4173					10/1/2020	771,122.00	771,122.00	467,217.31	422,839.16	422,839.16	422,839.16	422,839.16
D02/02						AFS	467,217.31	100.00%	482,360.23	778.70		423,617.86	423,617.86
MBS	31418DZ96		1.500	184010674-1		6/1/2031							
FNMA	FNMA POOL MA4367					5/1/2021	500,000.00	500,000.00	395,591.58	348,564.25	348,564.25	348,564.25	348,564.25
D02/02						AFS	395,591.58	100.00%	403,277.86	494.49		349,058.74	349,058.74
MBS	31418EA83		1.500	177048016-1		2/1/2032							
FNMA	FNMA POOL MA4530					1/1/2022	179,142.00	167,163.35	152,082.62	133,869.50	133,869.50	133,869.50	133,869.50
D02/02						AFS	162,980.61	93.31%	143,234.18	190.11		134,059.61	134,059.61

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Pledged Securities Detail  
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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		Carrying Value	Interest Rec	Market Value Collateral Value
								Par Value	Book Value			
MUNI	25887CAZ1	2.250	NE 177039343-1	Cont	11/1/2034	120,000.00	120,000.00	120,000.00	120,000.00	97,470.00		97,470.00
GO	DOUGLAS CNTY NEB S&I #540			11/1/2027	1/5/2022	120,000.00	100.00%	120,000.00	120,000.00	675.00		98,145.00
D02/02				100.000	AFS							
MUNI	259290EB6	3.100	NE 185142828-1	Contln	8/15/2030	150,000.00	150,000.00	150,000.00	150,000.00	139,849.50		139,849.50
GO	DOUGLAS CNTY NE SAN & IMPT DIS			10/1/2022	6/15/2016	150,000.00	100.00%	150,000.00	150,000.00	594.17		140,443.67
D02/02				100.000	AFS							
MUNI	259292CS7	2.700	NE 185142831-1	Contln	11/15/2028	280,000.00	280,000.00	280,000.00	280,000.00	270,734.80		270,734.80
GO	DOUGLAS CNTY SAN IMPT DIST 427			11/15/2022	11/15/2017	280,000.00	100.00%	280,000.00	280,000.00	2,856.00		273,590.80
D02/02				100.000	AFS							
MUNI	259305DT4	2.500	NE 178003667-1	Cont	3/1/2036	150,000.00	150,000.00	150,000.00	150,000.00	122,128.50		122,128.50
GO	DOUGLAS CNTY NEB S&I #499			3/1/2027	3/1/2022	150,000.00	100.00%	150,000.00	150,000.00	312.50		122,441.00
D02/02				100.000	AFS							
MUNI	259307BJ6	2.900	NE 184003054-1	Cont	11/15/2036	50,000.00	50,000.00	50,000.00	50,000.00	48,304.00		48,304.00
GO	DOUGLAS CNTY NEB SANI & #421			5/15/2025	5/19/2020	50,000.00	100.00%	50,000.00	50,000.00	547.78		48,851.78
D02/02				100.000	AFS							
MUNI	25931BEG7	2.750	NE 184010678-1	Cont	5/1/2035	175,000.00	175,000.00	175,000.00	175,000.00	134,685.25		134,685.25
GO	DOUGLAS CNTY NEB SAN & IMPT DI			5/1/2026	5/3/2021	175,000.00	100.00%	175,000.00	175,000.00	2,005.21		136,690.46
D02/02				100.000	AFS							
MUNI	25931LCN2	2.700	NE 185142862-1	Contln	11/15/2028	170,000.00	170,000.00	170,000.00	170,000.00	159,196.50		159,196.50
GO	DOUGLAS CNTY NE SAN & IMPT			10/1/2022	11/15/2016	170,000.00	100.00%	170,000.00	170,000.00	1,734.00		160,930.50
D02/02				100.000	AFS							
MUNI	25931VBN1	3.500	NE 185142866-1	Contln	8/15/2032	50,000.00	50,000.00	50,000.00	50,000.00	46,134.00		46,134.00
GO	DOUGLAS CNTY NE SAN & IMPT			10/1/2022	7/27/2017	50,000.00	100.00%	50,000.00	50,000.00	223.61		46,357.61
D02/02				100.000	AFS							
MUNI	25931VCF7	2.350	NE 177020849-1	Cont	8/15/2035	100,000.00	100,000.00	100,000.00	100,000.00	82,438.00		82,438.00
GO	DOUGLAS CNTY NEB SAN #471			2/15/2026	2/19/2021	100,000.00	100.00%	100,000.00	100,000.00	300.28		82,738.28
D02/02				100.000	AFS							
MUNI	25933BEB6	3.000	NE 184003099-1	Cont	11/15/2035	150,000.00	150,000.00	150,000.00	150,000.00	139,744.50		139,744.50
GO	DOUGLAS CNTY NEB SAN & IMPT DI			5/15/2025	5/19/2020	150,000.00	100.00%	150,000.00	150,000.00	1,700.00		141,444.50
D02/02				100.000	AFS							
MUNI	25936RBY1	2.400	NE 177039345-1	Cont	1/15/2039	150,000.00	150,000.00	150,000.00	150,000.00	104,985.00		104,985.00
GO	DOUGLAS CNTY NEB S&I #537			1/15/2027	1/21/2022	150,000.00	100.00%	150,000.00	150,000.00	760.00		105,745.00
D02/02				100.000	AFS							

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MUNI	373807CE4	1.850	NE	184010461-1	Cont	12/15/2035	100,000.00	100,000.00	100,000.00	79,042.00	79,042.00	
REV	GERING NEB COMBINED UTILS REV				4/29/2026	4/29/2021	100,000.00	100,000.00	100,000.00	544.72	79,586.72	
D02/02					100.000	AFS						
MUNI	406036HN6	2.400	NE	185176896-1	Contin	12/15/2024	100,000.00	100,000.00	100,000.00	98,626.00	98,626.00	
GO	HALL CNTY NE SCD #2 GRAND IS				10/1/2022	2/9/2015	100,000.00	100,000.00	100,000.00	706.67	99,332.67	
D02/02					100.000	AFS						
MUNI	497593DJ9	4.000	IA	177032959-1	Cont	6/1/2034	365,000.00	365,000.00	365,000.00	367,883.50	367,883.50	
GMCP	KIRKWOOD CMNTY COLLEGE IOWA CT				6/1/2029	3/23/2020	365,000.00	365,000.00	365,000.00	4,866.67	372,750.17	
D02/02	AA				100.000	AFS						
MUNI	506318QS7	2.650	NE	185179244-1	Contin	11/15/2024	115,000.00	115,000.00	115,000.00	113,724.65	113,724.65	
GO	LA VISTA NE				10/1/2022	12/31/2014	115,000.00	115,000.00	115,000.00	1,151.28	114,875.93	
D02/02					100.000	AFS						
MUNI	57973FDD8	3.150	NE	185181069-1	Contin	12/15/2030	100,000.00	100,000.00	100,000.00	96,212.00	96,212.00	
REV	MCCOOK NE PUBLIC PWR DIST				10/1/2022	8/9/2017	100,000.00	100,000.00	100,000.00	927.50	97,139.50	
D02/02					100.000	AFS						
MUNI	652810G22	3.000	IA	182011996-1	Cont	6/1/2033	185,000.00	185,000.00	185,000.00	173,824.15	173,824.15	
GO	NEWTON IOWA				6/1/2029	4/20/2022	185,000.00	185,000.00	185,000.00	2,482.08	176,306.23	
D02/02	AA				100.000	AFS						
MUNI	71366VKE9	1.800	NE	177020856-1	Cont	12/15/2036	210,000.00	210,000.00	210,000.00	168,010.50	168,010.50	
REV	PERENNIAL PUB PWR DIST NEB ELE				2/17/2026	2/17/2021	210,000.00	210,000.00	210,000.00	1,113.00	169,123.50	
D02/02					100.000	AFS						
MUNI	80373YER3	2.800	NE	182012079-1	Cont	10/15/2035	150,000.00	150,000.00	150,000.00	118,854.00	118,854.00	
GO	SARPY CNTY NEB S&I #158				4/15/2027	4/19/2022	150,000.00	150,000.00	150,000.00	1,890.00	120,744.00	
D02/02					100.000	AFS						
MUNI	80376DCN7	3.250	NE	185187210-1	Contin	10/15/2023	200,000.00	200,000.00	200,000.00	200,020.00	200,020.00	
GO	SARPY CNTY NE SAN & IMPT DIST				10/1/2022	10/15/2012	200,000.00	200,000.00	200,000.00	2,997.22	203,017.22	
D02/02					100.000	AFS						
MUNI	80377BKT8	2.350	NE	184010680-1	Cont	8/15/2034	180,000.00	180,000.00	180,000.00	146,579.40	146,579.40	
GO	SARPY CNTY NEB S&I DIST #264				5/3/2026	5/3/2021	180,000.00	180,000.00	180,000.00	540.50	147,119.90	
D02/02					100.000	AFS						
MUNI	80377TBE2	2.800	NE	185187220-1	Contin	11/15/2028	85,000.00	85,000.00	85,000.00	80,045.35	80,045.35	
GO	SARPY CNTY NE SAN & IMPT DIST				10/1/2022	11/15/2016	85,000.00	85,000.00	85,000.00	899.11	80,944.46	
D02/02					100.000	AFS						

Report reflects information submitted to Stifel 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.

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

**Pledged Securities Detail**  
**September 30, 2022**

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	Ticket-P#	Next Call Dt Call Price	Call Type	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values		
									Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec
MUNI GO D02/02	80377TBF9 SARPY CNTY NE SAN & IMPT DIST		2.900	NE 185187221-1	Contn 10/1/2022	Contn	11/15/2029	85,000.00	85,000.00	80,352.20	80,352.20
MUNI GO D02/02	80378TEW8 SARPY CNTY NE SAN & IMPT DIST		3.850	NE 185187230-1	Contn 4/15/2023	Contn	10/15/2033	85,000.00	85,000.00	79,123.95	79,123.95
MUNI GO D02/02	80379AEF5 SARPY CNTY NEB SAN & IMPT #243		2.700	NE 177011631-1	Cont 8/15/2025	Cont	8/15/2038	290,000.00	290,000.00	220,884.30	220,884.30
MUNI GO D02/02	80379KEN6 SARPY CNTY NEB SAN & IMPT #272		2.300	NE 177018881-1	Cont 12/15/2025	Cont	12/15/2034	50,000.00	50,000.00	39,151.00	39,151.00
MUNI GO D02/02	810140LP6 SCOTTS BLUFF CNTY NEB		2.550	NE 182012068-1	Cont 4/21/2027	Cont	1/15/2034	250,000.00	250,000.00	216,345.00	216,345.00
MUNI GO D02/02	81847ELJ3 SEWARD NE		2.150	NE 185187544-1	Contn 10/1/2022	Contn	12/15/2022	100,000.00	100,000.00	99,828.00	99,828.00
MUNI GO D02/02	81847ELK0 SEWARD NE		2.350	NE 185187545-1	Contn 10/1/2022	Contn	12/15/2023	95,000.00	95,000.00	93,869.50	93,869.50
MUNI REV D02/02	818480BF1 SEWARD NEB ARPT AUTH		3.550	NE 185187563-1	Contn 10/1/2022	Contn	1/15/2024	70,000.00	70,000.00	70,032.90	70,032.90
MUNI REV D02/02	818483EQ8 SEWARD NE ELEC REV		2.350	NE 185187554-1	Contn 10/1/2022	Contn	2/15/2023	110,000.00	110,000.00	109,704.10	109,704.10
MUNI REV D02/02	818483FG9 SEWARD NE ELEC REV		2.450	NE 185187557-1	Contn 10/1/2022	Contn	3/27/2012	110,000.00	110,000.00	330.31	110,034.41
MUNI GO D02/02	886094CD1 THURSTON CNTY NEB		2.500	NE 184003102-1	Cont 5/28/2025	Cont	12/15/2035	200,000.00	200,000.00	160,810.00	160,810.00

Report reflects information submitted to Stifel 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.

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

Pledged Securities Detail  
September 30, 2022

H231  
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Report Sequence: sgrp, CUSIP, Ticket

SGRp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
TAX	534239FX1	3.000		NE	177045043-1		7/15/2026	100,000.00	100.00%	100,000.00	95,602.00	95,602.00
TAXGO	LINCOLN NEB						8/20/2020	100,000.00	100.00%	99,464.51	633.33	96,235.33
D02/02	AAA						AFS					
TAX	61778RB78	1.937		NE	177020846-1	Cont	12/1/2031	210,000.00	210.00%	210,000.00	163,776.90	163,776.90
TAXGO	MORRILL CNTY NEB SCH DIST #63					12/1/2025	2/25/2021	210,000.00	210.00%	210,000.00	1,355.90	165,132.80
D02/02	AA		A3			100.000	AFS					
TAX	68189TBA3	6.400		NE	185184294-1		2/1/2026	45,000.00	35.00%	35,000.00	35,235.55	35,235.55
TAXREV	OMAHA NEB SPL OBLIG						3/25/2008	45,000.00	77.78%	35,000.00	373.33	35,608.88
D02/02	AA+		Aa3				AFS					
TD	02007GXG3	3.450			177049880-1		8/4/2026	245,000.00	245.00%	245,000.00	245,000.00	245,000.00
CD	ALLY BANK CD						8/4/2022	245,000.00	100.00%	245,000.00	1,343.14	246,343.14
D02/02							AFS					
TD	02589ACA2	2.650			182012070-1		4/6/2027	245,000.00	245.00%	245,000.00	245,000.00	245,000.00
CD	AMERICAN EXPR NATL BK CD						4/6/2022	245,000.00	100.00%	245,000.00	3,210.18	248,210.18
D02/02							AFS					
TD	89235MINH0	3.200			177046219-1		5/17/2027	245,000.00	245.00%	245,000.00	245,000.00	245,000.00
CD	TOYOTA FINANCIAL SGS BK CD						5/17/2022	245,000.00	100.00%	245,000.00	2,942.68	247,942.68
D02/02							AFS					
TRSY	91282CDDQ1	1.250			177038199-1		12/31/2026	250,000.00	250.00%	250,000.00	222,851.56	222,851.56
NOTE	U.S. TREASURY NOTE						12/31/2021	250,000.00	100.00%	249,698.70	789.74	223,641.30
D02/02	AA+		Aaa				AFS					
<b>CITY OF SEWARD</b>								<b>55,606,927.29</b>		<b>14,766,823.86</b>	<b>13,547,871.58</b>	<b>13,547,871.58</b>
										<b>14,965,225.90</b>	<b>69,357.74</b>	<b>13,617,229.32</b>

CASH IN BANK \$13,105,529.23

Report reflects information submitted to Stifel 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.

### 3. Claims & Payables Reports

CLAIMS LIST

10-18-22

COUNCIL MEETING

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

Almquist Maltzahn Gallowa	SE	3,930.00
All States Hail Team	RE	16,603.60
Badger Meter	SE	215.46
Bishop Michael	OP	90.00
Bizco Technologies	IT	10,531.94
Black Hills Energy	UT	515.86
Bode Adam	OP	90.00
Brandl John	OP	90.00
Brunckhorst Kent	OP	90.00
Burns Franklin	MC	60.00
C N A Surety	MS	340.00
Capital Business-Cheyenne	MA	1.68
Capital Business-Dallas	MA	282.83
Cerny Dan	OP	90.00
Chelewski Kent	OP	90.00
Cheng Heidi	SE	200.00
Cihal Alan F	OP	90.00
City Seward Library Petty	PO	139.31
City Seward Merchant Serv	SE	3,964.28
City Seward Payroll Accou	SA	165,318.35
City Seward Perpetual Fd	SL	900.00
Clark Enersen Partners	DO	1,247.20
Collection Associates	SE	33.44
Commonwealth Electric Co	PU	328.00
Core Robert	SE	90.00
Cuttin It Close Lawncare	SE	910.00
Danko Emergency Equipment	EQ	1,410.93
Dittmer Melissa	MS	14.25
Emergency Medical Product	EQ	182.76
Envision Electric LLC	GU	1,985.00
ESRI	MS	700.00
Farmers Coop Seward	GS	9,095.64
Fast Mart	GS	160.79
Fastenal Company	SU	585.56
First Wireless Inc	EQ	1,144.96
Firststar Fiber Inc	SE	789.51
Fisher Zachary G	OP	90.00
Gerhold Concrete Co Inc	CI	1,203.58
Gleason Logan	OP	90.00

Great Plains Appraisal	SE	3,800.00
GWORKS	MS	8,112.00
Hach Company	SU	320.65
Hans Jared	OP	90.00
Hansen Dan	OP	90.00
Hauder Alex	OP	172.37
Helmink Printing/Grph Inc	SE	202.00
Herald Cody	OP	90.00
Hochstein Jared	OP	90.00
Home Depot Pro	SU	162.49
Husker Electric Supply Co	IV	11,038.97
Jackson Services Inc	SU	94.23
Janicek Gary M	OP	90.00
JEO Consulting Group	CI	5,722.50
Jisa Jason	MC	30.00
Johnson Bryce C	OP	90.00
JR's Bobcat Service	SE	4,500.00
K & Z Distributing	SU	67.50
Kahler Daniel S	OP	90.00
Kocian Tyler	OP	90.00
Last Mile Network Consult	IT	90.00
Lincoln Winwater Works	TO	246.10
Lintt Mark	OP	90.00
M C 2 Inc	SU	334.26
Matheson Tri-Gas Inc	OP	135.30
Mid-American Benefits Inc	BE	1,289.96
Midwest Automotive Inc	RE	125.34
Miers Robert M	OP	90.00
Municipal Pipe Services I	RE	3,210.00
Nebraska Transportation	CI	94,345.34
Nebraska Treasurer	OP	7.32
Nebraska Treasurer-Unclai	SE	300.70
Norris Public Power Distr	UT	1,348.00
Northeast Ne Energy Sys	RE	31,501.00
Oborny Tanner	OP	90.00
Olsson	SE	4,333.07
One Call Concepts Inc	SE	158.76
Orscheln Farm & Home	SU	394.26
Pac 'N' Save Discount Foo	ML	3,508.05
Pecka Brook	OP	90.00
Pedersen Brent	OP	90.00
Pitney Bowes Inc	OP	134.52
Pitney Bowes Reserve Acco	PO	4,500.00
Plunkett'S Pest Control	BU	134.66
Policky Brandon A	OP	118.00
Pollak Douglas W	OP	90.00
Quality Brands Of Lincoln	SU	274.45
Rathjen Shad	RI	203.49
Ray O'Herron	EQ	1,210.88
Regulatory Compliance Ser	MS	395.00

Resco	FA	28,437.15
Richtig Tim L	OP	90.00
Riverside Portables LLC	SE	425.00
Rose Equipment Inc	FA	34,692.50
Ruether Larry L	OP	90.00
Rumery Lawn & Landscape	GU	27.98
Sack Lumber Company	SU	7.29
Sam'S Club (Lib-Rec-Pool)	SU	131.34
Sargent Drilling Inc	CI	147,620.00
Schemmer Architects Engin	CI	1,610.00
Sestak David	OP	90.00
Seward County Chamber & D	RI	153.03
Seward County Independent	PU	370.64
Seward County Treasurer	SE	19,433.67
Seward Lumber & Home Cent	SU	499.31
Seward Public Schools	MC	705.78
Seward Wind LLC	UT	35,061.73
Sid Dillon - Crete	FA	46,266.00
Southeast Comm-Lincoln	TG	1,154.00
Spickelmier & Son Inc	SU	13,840.00
St Louis Michelle	OP	90.00
Suhr & Lichty Insurance A	MS	458,595.00
Summit Fire Protection	MA	205.00
Thiele Geotech Inc	SE	8,952.00
Total Tool Supply Inc	SU	591.64
Trimax Mowing Systems	RE	664.71
Ty'S Outdoor Power & Serv	SU	414.98
Upper Big Blue Nat Resour	CI	100.00
Van Kirk Bros Contracting	RE	9,635.00
Verizon Wireless	SE	352.35
Watson Wendell B	OP	90.00
Wesco Distribution Inc	IV	62,363.02
White Cap	SU	90.99
Windstream Nebraska Inc	SE	1,619.62
CLAIMS TOTAL		\$1,281,945.83

#### 4. Police Department Report



# *City of Seward* Police Department

## **Monthly Statistics September 2022**

Service Calls	728
Accidents	11
Arrests	5
Citations	40
Warnings	115
Parking Tickets	40

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

5. Draft Minutes of October 4, 2022, City Council Meeting

**October 4, 2022**

The Seward City Council met at 7:00 p.m. on Tuesday, October 4, 2022, 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, John Singleton, Matt Stryson. Councilmember Absent: Karl Miller, Jonathon Wilken. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Michael Oneby, Building/Zoning & Code Enforcement Director Tim Dworak, and Chief of Police Brian Peters.

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

**CONSENT AGENDA CONSIDERATION ITEMS**

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

1. Claims & Payables Report (totaling \$1,290,911.65)
2. Draft Minutes of September 20, 2022, Council Meeting

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

**ADMINISTRATIVE ITEMS**

**1. CONSIDERATION OF AN ORDINANCE TO AMEND CITY CODE 382-11.1 'GOLF CARTS' AND CITY CODE 382-10.2 'OPERATION OF ALL-TERRAIN & UTILITY TYPE VEHICLES'**

The ordinance had been introduced and read for the first time with a public hearing held at the September 20<sup>th</sup> Council meeting.

Councilmember Kolterman moved, seconded by Councilmember Stryson to dispense with the statutory rule. Councilmember Kamprath moved, seconded by Councilmember Kolterman, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and adopting: **Ordinance 2022-16**, AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 382 VEHICLES AND TRAFFIC, ARTICLE 11; TO REGULATE THE OPERATION OF GOLF CARTS, LOW-SPEED VEHICLES, ALL-TERRAIN VEHICLES, AND UTILITY-TYPE VEHICLES ON CITY STREETS; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

**2. CONSIDERATION OF AN ORDINANCE TO AMEND THE CITY OF SEWARD UNIFIED LAND DEVELOPMENT ORDINANCE (ULDO); CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 3.7 'COMMERCIAL USE TYPES'; ARTICLE 31.5 'COMMERCIAL USES'; AND CHAPTER 410 ATTACHMENT 1**

The ordinance had been introduced and read for the first time with a public hearing held at the September 20<sup>th</sup> Council meeting.

Councilmember Stryson moved, seconded by Councilmember Kolterman to dispense with the statutory rule. Councilmember Beck moved, seconded by Councilmember Kolterman, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and adopting: **Ordinance 2022-17**, AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 3.7 COMMERCIAL USE TYPES; TO AMEND ARTICLE 31.5 SUPPLEMENTAL USE REGULATIONS; & TO AMEND ATTACHMENT 1 – USE MATRIX; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

**3. CONSIDERATION OF A SPECIAL USE PERMIT FOR 511 BRADFORD STREET TO ALLOW AN OUTDOOR DOG EXERCISE AREA IN THE CENTRAL BUSINESS DISTRICT**

Building/Zoning & Code Enforcement Director Dworak noted that this special use permit could now be

**October 4, 2022**

considered with the passage of Ordinance No. 2022-17. Additionally, he noted that as per the ordinance, this special permit would be issued to the applicant and not the business address.

Councilmember Kamprath moved, seconded by Councilmember Singleton, to approve the special use permit for 511 Bradford Street as presented.

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

Nay: None. Absent: Miller, Wilken. Motion carried.

**4. CONSIDERATION OF AN ORDINANCE TO AMEND THE CITY OF SEWARD UNIFIED LAND DEVELOPMENT ORDINANCE (ULDO); CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 35 'SIGN REGULATIONS' AND ATTACHMENT 2**

The ordinance had been introduced and read for the first time with a public hearing held at the September 20<sup>th</sup> Council meeting. Due to the current election season and numerous candidate signs, City Administration's recommendation is that these changes be implemented as of January 1, 2023.

Councilmember Beck moved, seconded by Councilmember Kolterman, to amend the ordinance to implement the effective date as of January 1, 2023.

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

Nay: None. Absent: Miller, Wilken. Motion carried.

Councilmember Kamprath inquired as to the regulations regarding Section E, subpart F in relation to detached temporary signs on public property. Mr. Butcher recommends that the ordinance be revised to clarify that City approval will be needed for placement of temporary signs pertaining to City events/announcements.

Councilmember Kolterman moved, seconded by Councilmember Kamprath, to amend Section E, subpart F of the presented ordinance to read 'Detached temporary signs may be placed on City public property with permission of the City for City business.'

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

Nay: None. Absent: Miller, Wilken. Motion carried.

Councilmember Kamprath moved, seconded by Councilmember Kolterman to dispense with the statutory rule. Councilmember Kolterman moved, seconded by Councilmember Stryson, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and adopting: **Ordinance 2022-18**, AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 35 & ATTACHMENT 2; TO AMEND SIGN REGULATIONS; TO AMEND SIGN TABLES; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Nay: None. Absent: Miller, Wilken. Motion carried.

**5. CONSIDERATION OF AN ORDINANCE TO AMEND CITY CODE 350 'TAXATION', ARTICLE 2.1 'OCCUPATION TAX', ITEM I 'SEWER UTILITIES'**

The ordinance had been introduced and read for the first time with a public hearing held at the September 20<sup>th</sup> Council meeting. City Administrator Butcher noted that this would eliminate the transfer of funds from the wastewater account to the general fund and would help fund the Wastewater Treatment Plant Construction project.

Councilmember Kamprath moved, seconded by Councilmember Kolterman to dispense with the statutory rule. Councilmember Kolterman moved, seconded by Councilmember Stryson, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and adopting: **Ordinance 2022-19**, AN ORDINANCE OF THE CITY OF SEWARD, NEBRASKA, AMENDING CHAPTER 350 OF THE SEWARD MUNICIPAL CODE RELATING TO OCCUPATION TAXES CHARGED FOR SEWER UTILITY OPERATION; REPEALING ALL CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

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

Nay: None. Absent: Miller, Wilken. Motion carried.

**6. CONSIDERATION OF AN ORDINANCE AMENDING THE COMPREHENSIVE PAY PLAN, PROVIDING FOR A 5.0% COST OF LIVING ADJUSTMENT FOR ALL PAY LINES AND INCORPORATION OF COMPARABILITY PAY ADJUSTMENT FOR VARIOUS EMPLOYEES**

**October 4, 2022**

Mr. Butcher noted that at the August 16<sup>th</sup> and September 6<sup>th</sup> meetings, the 5.0% cost of living adjustment and comparability pay increases were approved by the Council. Additionally, he noted that the following job titles— Library Assistant I, Library Clerk, and Street Foreman—are adjusted and the Electric Services Technician and Water/Wastewater Seasonal Laborer positions would be eliminated due to lack of need and redundancy.

Councilmember Kolterman introduced Ordinance No. 2022-20. Councilmember Kolterman moved, seconded by Councilmember Singleton to dispense with the statutory rule. Councilmember Beck moved, seconded by Councilmember Stryson, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and adopting: **Ordinance No. 2022-20**, AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR A DATE SUCH CLASSIFICATION AND PAY RANGES OF COMPENSATION SHALL BECOME EFFECTIVE; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

**7. CONSIDERATION OF AN ORDINANCE AMENDING THE MUNICIPAL CODE; INITIATING A SEWER RATE ADJUSTMENT INCREASING TOTAL SYSTEM REVENUES BY 15.0%, EFFECTIVE WITH OCTOBER 2022 BILLING**

Mr. Butcher noted that the increase in sewer rates, if approved, would be implemented to residential and general service rates for users beginning with the October 2022 billing cycle. Councilmember Kamprath inquired as to the next calculation of the annual rates. Mr. Butcher responded that the 15% increase would be added to the current rates, but that the 2023 annual rate would be adjusted based on the Jan-Mar 2023 usage including the proposed 15% increase to rates. Mr. Butcher also indicated that the elimination of the franchise fees transfer resulted in approximately \$92k for FY22 to fund the Wastewater Treatment Project construction with similar or increased amounts in the coming years.

Councilmember Kolterman introduced Ordinance No. 2022-21. Councilmember Beck moved, seconded by Councilmember Stryson to dispense with the statutory rule. Councilmember Stryson moved, seconded by Councilmember Singleton, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and adopting: **Ordinance No. 2022-21**, AN ORDINANCE TO AMEND SECTIONS 325-8.1 THROUGH 325-8.3 OF THE MUNICIPAL CODE; TO INITIATE A SEWER RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICE FROM THE SEWER SYSTEM OF THE CITY BY 15.0% EFFECTIVE WITH THE OCTOBER 2022 BILLING; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTIONS 325-8.1 THROUGH 325-8.3; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

Aye: Beck, Kamprath, Kolterman, Singleton, Stryson.  
Nay: Hendrix. Absent: Miller, Wilken. Motion carried.

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

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

**8. CONSIDERATION OF A SALE AGREEMENT WITH STRYKER SALES, LLC FOR TWO STRYKER COT LIFT SYSTEMS AND AUTHORIZATION FOR MAYOR TO SIGN ALL DOCUMENTS**

Councilmember Singleton—who is on the Volunteer Fire Department—described how the installation of these hydraulic lift systems will eliminate physical hazards for first responders and felt these improvements were long overdue. Mr. Butcher identified that Council approval is being sought because the agreement would bind the City to pay half of the installation costs in the FY24 budget. The vendor indicated that ordering these systems early would result in a cost savings for the City; therefore, City Administration thought it prudent to pursue this option. Mr. Butcher also noted that due to supply chain and long lead times, this may become more a basic practice moving forward for capital equipment purchases.

Councilmember Kolterman moved, seconded by Councilmember Kamprath to amend Section 7 of the presented agreement be altered to adhere to applicable laws of Nebraska.

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

**October 4, 2022**

Councilmember Kolterman moved, seconded by Councilmember Kamprath to approve the agreement as amended with Stryker Sales, LLC.

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

Nay: None. Absent: Miller, Wilken. Motion carried.

**9. APPROVE SPECIFICATIONS, PLANS, AND A COST ESTIMATE FOR THE E SEWARD STREET CONSTRUCTION PROJECT AND AUTHORIZE THE CITY TO ADVERTISE FOR BIDS**

City Engineer Oneby stated that he felt a few minor detail edits were needed to the presented plans; however, it would not be significant enough to delay consideration of approval by the Council tonight. Councilmember Singleton inquired as to the construction impacts on Evergreen Drive. Mr. Oneby responded that the construction would be undertaken in phases to limit impacts on roadways such as Evergreen Drive.

Councilmember Kamprath moved, seconded by Councilmember Kolterman to approve the specifications and plans as presented and to authorize the City to advertise for bids.

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

Nay: None. Absent: Miller, Wilken. Motion carried.

**10. CONSIDERATION OF A RESOLUTION APPROVING THE STREET CLOSURE CROSSING HWY 15 FOR SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP CHRISTMAS FESTIVAL COMMITTEE ANNUAL LIGHTED CHRISTMAS PARADE PERMIT ON NOVEMBER 26, 2022**

Megan Kahler, representing the SCCDP Christmas Festival Committee, remarked that the annual festival would be held on November 26<sup>th</sup> with the Christmas parade to occur as in past years. It was noted that due to crossing a State highway, the City would have to receive approval from the State of Nebraska.

Councilmember Kolterman introduce **Resolution 2022-28**, to approve the Street Closing permit for the Seward County Chamber & Development Partnership Christmas Festival Committee's annual lighted Christmas parade to be held on November 26, 2022. Councilmember Beck moved, seconded by Councilmember Kamprath, to approve Resolution 2022-28.

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

Nay: None. Absent: Miller, Wilken. Motion carried.

**11. APPROVAL OF AUDIT ENGAGEMENT LETTER WITH AMGL TO CONDUCT THE CITY'S ANNUAL AUDIT**

Mr. Butcher noted that this was a standard item approved each year prior to the beginning of the audit, which will take place in November by the City's auditing firm, AMGL.

Councilmember Kolterman moved, seconded by Councilmember Singleton to approve the audit engagement letter with AMGL as presented.

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

Nay: None. Absent: Miller, Wilken. Motion carried.

**12. UPDATE ON THE SEWARD WELLNESS CENTER**

Mr. Butcher reported that the Ackley Community Foundation recently awarded \$200k to the project and that the submitted final design RFQ's are still under review.

**CITY ADMINISTRATOR'S REPORT**

Councilmember Kolterman moved, seconded by Councilmember Kamprath, that City Administrator Butcher's report of October 4, 2022, be accepted.

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

Nay: None. Absent: Miller, Wilken. Motion carried.

**ANNOUNCEMENT OF UPCOMING EVENTS**

None.

**STRATEGY SESSION**

**1. STRATEGY SESSION WITH CITY ATTORNEY TO PROVIDE NEGOTIATION GUIDANCE CONCERNING REAL ESTATE INTERESTS AT THE SEWARD RAIL CAMPUS**

Councilmember Kolterman moved, seconded by Councilmember Kamprath, that the Council enter a closed session with the Mayor, City Administrator, City Attorney, City Clerk, and Johnathan Jank, for the protection of the

**October 4, 2022**

public interest and to discuss current real estate interests and to provide the City Attorney with negotiating guidance for a period not to exceed 30 minutes.

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

Nay: None. Absent: Miller, Wilken. Motion carried.

Mayor Eickmeier stated the Council has voted to go into closed session at 8:00 p.m. for the protection of the public interest and to discuss real estate interests and to provide the City Attorney with negotiating guidance.

At 8:11 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Beck, Hendrix, Kamprath, Kolterman, Singleton, Stryson. Mayor Eickmeier announced that no formal action was taken during the executive session.

**MOTION TO ADJOURN**

Councilmember Singleton moved, seconded by Councilmember Kolterman, that the October 4, 2022, City Council Meeting be adjourned.

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

Nay: None. Absent: Miller, Wilken. Motion carried.

Adjourned approximately 8:11 p.m.

THE CITY OF SEWARD, NEBRASKA

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

\_\_\_\_\_  
Derek Bargmann  
City Clerk

6. Confirmation of Mayor Appointments:
  - A. Brian Albright, Timothy Herron, Jason Rasmussen and Eric Strole to the Seward Volunteer Fire Department

**ADMINISTRATIVE ITEMS**

1. Consideration of Approval of a Loan Agreement with the Nebraska Department of Environment and Energy for the Seward South Water Tower Project - City Administrator Butcher

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LOAN AGREEMENT  
(Governmental Borrower)

Between the

**NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY**

And

**SEWARD, NEBRASKA**

**NDEE PROJECT NO. D311700**

**DATED AS OF \_\_\_\_\_**

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**DRAFT COPY FOR REVIEW.**

**WILL NEED ATTACHMENT E AND ATTACHMENT F COMPLETED BEFORE BEING ABLE TO INCORPORATE INTO LOAN AGREEMENT BEFORE BEING ABLE TO SEND OUT FOR SIGNATURES. PLEASE SEE EMAIL FOR MORE INFORMATION.**

**DOCUMENT IS LOCKED FROM EDITING AT THIS TIME BUT COMMENTS CAN STILL BE MADE THROUGHOUT.**

LOAN AGREEMENT  
BETWEEN THE  
NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY  
AND  
THE CITY OF SEWARD, NEBRASKA  
PROJECT NO. D311700

This LOAN AGREEMENT with SRF Number D311700 (hereinafter "Loan Agreement") is entered into by and between the State of Nebraska, acting by and through the Nebraska Department of Environment and Energy (hereinafter "NDEE") and the City of Seward, Nebraska (hereinafter "Borrower").

WITNESSETH THAT

WHEREAS, the federal Safe Drinking Water Act, including the Safe Drinking Water Amendments Act of 1996, and all amendment thereto (hereinafter "Federal Act") established a state revolving fund program; and

WHEREAS, to fund the state revolving fund program, the United States (US) Environmental Protection Agency (hereinafter "EPA") will make annual capitalization grants to the states under Catalog of Federal Domestic Assistance (CFDA) #66.468 for Safe Drinking Water State Revolving Funds, on the condition that each state provide an appropriate match for such state's revolving fund; and

WHEREAS, Nebraska Revised State Statute (Neb. Rev. Stat.) §71 5318 empowers the Director of the NDEE to loan available funds in the Drinking Water Facilities Loan Fund (hereinafter "Fund") to borrowers pursuant to the Drinking Water State Revolving Fund Act (hereinafter "Act") and rules and regulations adopted under such Act; and

WHEREAS, under the Act, the Director of the NDEE is given the responsibility for administration and management of the Loan Fund; and

WHEREAS, the Nebraska Investment Finance Authority (hereinafter "NIFA") is authorized under the Act and Neb. Rev. Stat. §58 201 et seq. to issue revenue bonds for the purpose of financing projects as defined under the Act, including to provide funds for the NDEE to borrowers and satisfy the state match requirements of the Federal Act; and

WHEREAS, pursuant to such authorization, NIFA proposes to issue from time to time its Drinking Water State Revolving Loan Fund Revenue Bonds for the purpose of providing funds to the NDEE to loan to persons owning or operating Public Water Systems in Nebraska to pay those eligible portions of the costs of acquiring, constructing, improving, repairing, rehabilitating or extending safe drinking water projects (as defined in the Act), in order to provide the state match requirements of the Federal Act; and

WHEREAS, the NDEE may from time to time enter into a pledge agreement with NIFA (hereinafter "Pledge Agreement"), pursuant to which the NDEE will pledge the interest portion of Loan Repayments (as defined herein) and certain other revenues to NIFA for the payment of the principal of, redemption premium, if any, and interest on Drinking Water State Revolving Fund Revenue Bonds which may be issued by NIFA from time to time; and

WHEREAS, the Borrower is an "Owner" as defined in Neb. Rev. Stat. §71 5316(7); and

WHEREAS, the project to be financed under this Loan Agreement and described in Exhibit 1 (hereinafter "Project") is an eligible project under the Act; and

WHEREAS, the project costs (as defined herein) are based upon estimates of the Borrower and at times during or at completion of construction the loan amount may be adjusted by the NDEE pursuant to Section 2.01 of this Loan Agreement; and

WHEREAS, the Borrower is listed in the NDEE Intended Use Plan; and

WHEREAS, the NDEE has approved the Borrower's application for a loan from federal funds and the state match requirement if and when received by and made available to the NDEE pursuant to the Federal Act and the Act to finance Project Costs;

NOW, THEREFORE, for and in consideration of the award of this Loan Agreement by the NDEE, the Borrower agrees to complete the Project and to perform under this Loan Agreement in accordance with the conditions, covenants, and procedures set forth below:

## Article I

### DEFINITIONS

**Section 1.01. Definitions.** The following terms as used in this Loan Agreement will, unless the context clearly requires otherwise, have the following meanings:

- (a) "Act" means the Drinking Water State Revolving Fund Act, Neb. Rev. Stat. §§71-5314 to 71-5327, as amended.
- (b) "Additional Revenue Obligation" means any obligation for the payment of money undertaken by the Borrower which is payable from or secured by a pledge of, or lien upon, the System Revenues incurred after the date of execution and delivery of this Loan Agreement, including any capital lease entered into by the Borrower the rentals of which are payable from, or secured by a pledge of or lien upon, System Revenues.
- (c) "Authorized Representative" means the person or persons authorized pursuant to a resolution or ordinance of the governing body of the Borrower to perform any act or execute any document relating to this Loan Agreement.
- (d) "Borrower" means the City / Village of Borrower's Name, Nebraska that is a party to and is described in the first paragraph of this Loan Agreement, and its successors and assignees.
- (e) "Cut-off Date" means the date established by the NDEE, prior to which, the Borrower will make the final disbursement request for eligible Project Costs.
- (f) "Disadvantaged business enterprise" or "DBE" means an entity owned or controlled by a socially and economically disadvantaged individual as described by Public Law 102-389 (42 U.S.C. 4370d) or an entity owned and controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note); a Small Business Enterprise (SBE); a Small Business in a Rural Area (SBRA); or a Labor Surplus Area Firm (LSAF), a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.
- (g) "Drinking Water State Revolving Fund" or "DWSRF" means the Nebraska Drinking Water State Revolving Fund Act established pursuant to the Act and Regulations.
- (h) "Drinking Water System" means the structures, equipment, and processes to obtain source water, treat the source water, store water, distribute drinking water fit for human consumption, and dispose of any byproducts from the processes.
- (i) "Due Date" means the dates specified for payment of principal and interest on the Loan as specified in Section 2.06.
- (j) "Event of Default" means any occurrence or event specified in Article V of this Loan Agreement.

- (k) "Existing Revenue Obligation" means any obligation for a payment of money undertaken by the Borrower which is payable from or secured by a pledge of, or lien upon, the System Revenues existing or outstanding at the time of execution and delivery of this Loan Agreement by the Borrower, including any capital lease entered into by the Borrower the rentals of which are payable from, or secured by a pledge of or lien upon, System Revenues.
- (l) "Federal Act" means the Safe Drinking Water Act, et seq. as amended.
- (m) "Fund" means the Drinking Water Facilities Loan Fund established pursuant to the Act.
- (n) "GAAP" means generally accepted accounting principles as applicable to the Public Water System.
- (o) "Indebtedness" means any financial obligation of the Borrower for the repayment of borrowed moneys or credit extended, including, without duplication, this Loan, Revenue Obligations, general obligation bonds or notes, leases or lease-purchase agreements, or similar financial transactions.
- (p) "Initiation of Operation" means the date on which the Borrower places the Project in operation or the Project is capable of being placed in operation for the purposes for which it was planned, designed, and built.
- (q) "Intended Use Plan" means a document prepared annually by the NDEE which identifies the intended use of all State Revolving Fund program funds.
- (r) "Late Payment" means any payment that is not received within fifteen days of the due date as established by this Loan Agreement.
- (s) "Loan" means the loan made by the NDEE to the Borrower to finance or refinance all or a portion of the Project Costs pursuant to this Loan Agreement.
- (t) "Loan Agreement" means this Loan Agreement, including the Attachments hereto, as it may be properly supplemented, modified or amended.
- (u) "Loan Amount" means the principal amount specified in Section 2.01 of this Loan Agreement and as amended which the NDEE has agreed to disburse to the Borrower subject to the terms, provisions, and conditions of this Loan Agreement and the availability of State and Federal Funds.
- (v) "Loan Finalization Date" means the date established by this Loan Agreement in which the Loan Amount is considered finalized and no further disbursement can be made outside of the Loan Agreement being amended.
- (w) "Loan Repayments" means the payments of the Loan required to be made by the Borrower pursuant to Section 2.06 of this Loan Agreement.
- (x) "Loan Terms" means the terms as established by this Loan Agreement.
- (y) "NDEE" means the Nebraska Department of Environment and Energy established pursuant to Neb. Rev. Stat. §81 1501 et seq., as amended.
- (z) "NIFA" means the Nebraska Investment Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns established pursuant to Neb. Rev. Stat. §58 201 et seq., as amended.
- (aa) "Note" means a promissory note of the Borrower with respect to the Loan in the form of Attachment F to this Loan Agreement.

- (bb) "Project" means an eligible item for funding under the Act and is as described in Exhibit 1 of this Loan Agreement.
- (cc) "Project Costs" means eligible costs or expenses necessary or incidental to the Project, which are directly attributable thereto and which in the determination of the NDEE are eligible under the Federal Act, and the Act, and Regulations. Estimated Project Costs are described in Attachment B.
- (dd) "Public Water System" means a Public Water System, as defined in Neb. Rev. Stat. §71 5301(10a).
- (ee) "Regulations" means the Nebraska Administrative Code, Title 131, Rules and Regulations for the Wastewater Treatment Facilities and Drinking Water Construction Assistance Programs, and any amendments thereto promulgated by the NDEE pursuant to the Act.
- (ff) "Retainage" means construction costs held back by the Borrower from the payments due to the contractor to assure satisfactory completion of the construction agreement.
- (gg) "Revenue Obligation(s)" means, without duplication, (i) the Loan; (ii) any Existing Revenue Obligation; and (iii) any Additional Revenue Obligation.
- (hh) "Sanitary Sewer Collection System" means the structures, equipment, and processes required to collect and transport sanitary sewer wastewater to the wastewater treatment facility.
- (ii) "SEC Rule" means Rule 15c2 12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as such rule may be amended from time to time or such other similar rule regarding disclosure of information in securities transactions.
- (jj) "State" means the State of Nebraska acting, unless otherwise specifically indicated, by and through the NDEE and its successors and assignees.
- (kk) "System Revenues" means all revenues derived by the Borrower from the User Charge System.
- (ll) "Trustee" means the trustee under any trust indenture with respect to revenue bonds the proceeds of which are deposited in the Fund.
- (mm) "User Charge System" means the methodology used to assess user charge fee(s) for the users of a utility or utilities within the Borrower's jurisdiction. This includes the fees and charges for the use and services furnished by or through the Public Water System, or if applicable, a Combined Utilities System, to the Borrower and as defined herein of this Loan Agreement. Revenues shall include, without limitation:
- (1) Receipts from all charges imposed upon users for service(s) provided; and
  - (2) Receipts from hookup fees, tap fees, capital facilities charges, connected with the use or right to use the Combined Utilities Systems or any part thereof (specifically including the Project) whether any such receipts (as described herein of the definition of User Charge System of this Loan Agreement) are directly received by the Borrower from customers or indirectly through interlocal or other agreements with other political subdivisions.
- (nn) "Wastewater Treatment Facility" or "Wastewater Treatment Works" means the structures, equipment, and processes required to treat domestic or industrial wastes and to discharge or dispose of the effluent and sludges.

## Article II

### LOAN CONDITIONS AND TERMS

**Section 2.01. Amount of the Loan.** Subject to all of the terms, provisions, and conditions of this Loan Agreement, and subject to the availability of state and federal funds, the NDEE will loan an amount not to exceed four million dollars (\$4,000,000) to the Borrower to pay a portion of the Project Costs described in Attachment B hereto.

(a) Loan Forgiveness.

- (1) The total award of all Loan Forgiveness cannot exceed one-half of the total amount of eligible Project Costs.
- (2) Loan Forgiveness. This Loan Agreement includes DWSRF Loan Forgiveness of up to 28.05% of the eligible Project Costs, up to a ceiling of loan forgiveness spelled out dollars (\$1,122,000).
- (3) All Loan Forgiveness shall be effective only upon the completion of the Project in accordance with this Loan Agreement, including compliance with the requirements of the DWSRF, as determined by the NDEE and Initiation of Operation. The amount of such Loan Forgiveness shall be stated on the final Attachment A repayment schedule prepared by the NDEE following disbursement of the full Loan Amount and Initiation of Operation.

The final actual amount of the Loan and any Loan Forgiveness may be reduced without revision of any other terms, provisions, or conditions of this Loan Agreement, other than adjustment by the NDEE to the final repayment schedule in Attachment A hereto, to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments.

The Borrower must make provisions for the payment of all costs of the Project exceeding the Loan Amount. The NDEE may provide supplemental loan funds through a separate Loan Agreement. Receipt of any supplemental loan funds is dependent on availability of unobligated funds in the Fund and any obligation of additional funds to this Project is at the sole discretion of the NDEE with such revised or additional terms, conditions, and covenants as the NDEE may require.

**Section 2.02. Term of the Loan.** The Borrower agrees to fully repay the Loan with interest on the date of Initiation of Operation or to begin repayment of principal and interest on the Loan within one (1) year from the date of Initiation of Operation, but no later than three (3) years from the date of the Loan, whichever occurs first, and to repay such Loan in full no later than thirty (30) years from Initiation of Operation and to pay all principal, interest, administrative fees, and penalty fees when due. The Borrower shall provide the NDEE no less than 60 days written notice of its intent to repay the Loan all or in part on the date of the Initiation of Operation.

**Section 2.03. Interest Rate.** The interest rate on this Loan is determined by the NDEE pursuant to Regulations and the Intended Use Plan and is applied to outstanding principal. The interest rate on this Loan is 0.5% per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid pursuant to Section 2.06 of this Loan Agreement.

**Section 2.04. Administrative Fee.** The administrative rate on this Loan is determined by the NDEE pursuant to Regulations and the Intended Use Plan and is applied to outstanding principal. The Borrower shall pay to the NDEE, or at the direction of the NDEE, to the NIFA or the Trustee, an annual administrative fee of 0.5% per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid pursuant to Section 2.06 of this Loan Agreement.

**Section 2.05. Disbursement of Loan.** Until the date of Loan Finalization, the Borrower may request disbursement of the loan pursuant to the following conditions:

- (a) Upon receipt of a disbursement request for work completed accompanied by any certification from the Borrower required by the NDEE, the NDEE shall make progress disbursements as established by Section 2.01 of this Loan Agreement that correspond to such request of the Loan Amount to be used by the Borrower for Project Costs. The Borrower may obtain a copy of the disbursement record upon request to the NDEE. Each disbursement shall be Automated Clearing House (ACH) by the State of Nebraska and shall be equal to that portion of the unobligated principal amount incurred to the date of the request for disbursement from the Borrower.
- (b) Minimum Disbursement Percentage. The minimum amount of a disbursement request that is not a final request must be at least 5% of the total loan amount of this Loan Agreement, or the NDEE may choose not to process the request.
- (c) Submitted requests for disbursement must be supported by the following: (i) proper invoices for Project Costs; (ii) a certificate of the Authorized Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Borrower or its ability to complete the Project or to repay the Loan have occurred since the date of this Loan Agreement; and (iii) other documentation acceptable to and approved by the NDEE.
- (d) The Borrower may request disbursement of the Loan Amount for eligible Project Costs, when such Project Costs have been incurred and are due and payable to project contractors. However, actual payment of such Project Costs by the Borrower is not required as a condition of a disbursement request. Any Retainage withheld by the Borrower corresponding to the progress payment made to any contractor will be withheld by the NDEE until such Retainage is either reduced or released to the contractor by the Borrower.
- (e) The Borrower shall submit a draft of the operation and maintenance manual for the Project to the designated Engineering Section at NDEE before disbursements exceed 75% of the Project Costs. The Borrower shall submit a final operation and maintenance manual to the designated Engineering Section at NDEE and receive approval before disbursements exceed 95% of the Project Costs or final disbursement, whichever comes first.
- (f) If a request for disbursement is not received by the NDEE within eighteen (18) months from either the effective date of this Loan Agreement or the last disbursement request, the NDEE may finalize, close, or terminate this agreement pursuant to Section 6.12 of this Loan Agreement.

#### **Section 2.06. Loan Payments.**

- (a) **Principal and Interest Payments.** The Borrower shall pay to the NDEE, or at the direction of the NDEE, to the NIFA or the Trustee, on or before the due dates specified below, but only from the sources specified in Section 3.02 hereof, appropriate installments of principal and interest until all principal and interest due on the Loan to the NDEE has been paid in full. Installments of principal, interest, and administrative fees shall be paid semiannually on December 15 and June 15 of each year in accordance with the Loan Repayment Schedule in Attachment A; provided that, following the receipt of the Initiation of Operation date and the final disbursement of Loan proceeds to the Borrower, a revised Attachment A shall be prepared by the NDEE to establish the final debt service schedule based upon the parameters described in the projected Attachment A. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

The NDEE will send the Borrower an invoice 30 days prior to the due date of each payment. When a Loan disbursement occurs after invoices are mailed, the NDEE will include adjustments for interest and fee charges on the next semiannual invoice.

- (b) **Optional Prepayment of the Loan.**

- (1) If the Borrower is receiving Loan Forgiveness, the Borrower may not prepay the Loan in whole or in part within ten (10) years of the date of this Loan Agreement. After the ten years, the Borrower may prepay the Loan together with any accrued interest in whole or in part without penalty upon giving no less than 60 days written notice to the NDEE of its intent to prepay.
  - (2) If the Borrower is not receiving Loan Forgiveness, the Borrower may prepay the Loan together with any accrued interest in whole or in part at any time without penalty upon giving no less than 60 days written notice to the NDEE of its intent to prepay.
  - (3) Once the Borrower is able to prepay the loan, the Borrower may make a partial prepayment of the Loan Amount only if the prepayment amount is greater than the lesser of 10% of the outstanding amount of the Loan, or fifty thousand dollars (\$50,000). The NDEE shall prepare a new Loan Repayment Schedule to revise Attachment A following receipt of any partial prepayment of the Loan and such revised Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace Attachment A.
- (c) **Mandatory Prepayment of Loan.** If the Borrower receives a grant from any source for any portion of the Project Costs for which a portion of the Loan Amount has been disbursed and is outstanding under this Loan Agreement, the Borrower must notify the NDEE immediately and such portion of the Loan Amount shall become immediately due and payable.
- (d) **Delinquent Payment Penalty and Penalty Interest.** Payments may be considered delinquent by the NDEE if not received within 15 days of the due date and for any such delinquent payment, the Borrower agrees to pay a 5% administrative penalty of said delinquent payment. In addition, the Borrower agrees to pay penalty interest on any such delinquent payment at the rate of 1% per month of the amount of such delinquent payment from and after the due date until it is paid. Failure to pay any payment or other charges due within sixty days of the date due will result in the Borrower's account to be considered a delinquent account, subject to State of Nebraska action pursuant to the provisions of Article V of this Agreement.

**Section 2.07. Project Schedule.** The Borrower agrees to perform steps of the Project in accordance with the following projected schedule of milestone dates:

- (a) Construction Start – January 2023
- (b) Substantial completion of construction – January 2024
- (c) Initiation of Operation – June 2024

**Section 2.08. Disadvantaged Business Enterprises.** The Borrower hereby agrees to the following:

- (a) To comply with the requirements of the EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33, and, to the fullest reasonable extent possible, ensure that at least ten percent will be made available to Disadvantage Business Enterprises for the Project;
- (b) To make the following good faith efforts whenever procuring construction, equipment, services, and supplies:
  - (1) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This includes placing DBEs on a solicitation list and soliciting them whenever they are potential sources;

- (2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid proposal closing date;
- (3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This includes dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process;
- (4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually;
- (5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department Commerce; and
- (6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (1) through (5) of this section.

**Section 2.09. Borrower's Drinking Water Use Ordinances and User Charge Systems.**

- (a) The Borrower agrees to obtain approval from the NDEE of its User Charge System, and to adopt and implement any necessary changes before the Project is placed in operation.
- (b) The Borrower agrees that it shall not modify, amend, make additions to, or deletions from its Public Water System Ordinance or User Charge System without the consent of the NDEE during the term of the Loan Agreement; with the exceptions of the following changes:
  - (1) Any increase in rates and charges necessary or deemed necessary by the governing body of the Borrower in order to comply with the provisions of this Loan Agreement, the Public Water System Ordinance, or any ordinance and other agreement pursuant to which any Revenue Obligations have been issued, and for which the revenues of the User Charge Systems have been pledged; or
  - (2) Any increase deemed necessary by the governing body of the Borrower in order to permit the issuance of or provide for the payment of Additional Revenue Obligations.

**Section 2.10. Other Conditions and Terms.**

- (a) Engineering Services. The Borrower shall provide and maintain competent and adequate engineering supervision and resident inspection during construction.
- (b) Construction Agreement Award. The Borrower shall obtain the NDEE concurrence and authorization prior to award of the construction agreement.
- (c) Initiation of Operation. The Engineering Section at the NDEE shall provide written notification to the NDEE of the date of Initiation of Operation of the Project. On failure of the Engineering Section to set an acceptable Initiation of Operation date the NDEE will look at the construction record or placement into service date and set the Initiation of Operation date.
- (d) Construction Completion. The Borrower shall provide written notification to the NDEE of the construction completion date of the Project.

- (e) Capacity Development. The Borrower agrees to maintain a system of records for annual review and reporting of technical, managerial, and financial capacity of the Public Water System to demonstrate continued compliance with the requirements of the Nebraska Safe Drinking Water Act as provided under Nebraska Administrative Code, Title 179 – Public Water Systems, and the requirements of an operating permit, as issued by the NDEE. The Borrower agrees to make any necessary system changes to achieve an acceptable Public Water System Capacity Survey assessment; acceptable, as determined by the NDEE prior to final disbursement of loan proceeds, and to maintain that acceptable assessment level status during the period of repayment.
- (f) Contractor's Security. The Borrower agrees to require any contractor of the Project to post separate performance and payment bonds or other security approved by the NDEE in the amount of the bid.
- (g) Certified Operator. The Borrower agrees to provide a certified operator pursuant to Nebraska Administrative Code, Title 179 – Public Water Systems, Chapter 2, Regulations Governing Public Water Supply Systems.
- (h) Site Title and Easements. The Borrower must certify that site title, including all easements and rights of way necessary to allow construction of the Project, has been obtained prior to award of the construction contract (i.e., all real property has been acquired, *bona fide* options have been taken or formal condemnation proceedings have been initiated for necessary real property).
- (i) Contractor's Payments. The Borrower agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of the construction agreement.
- (j) Bid Solicitation. The Borrower agrees to notify the NDEE of its intent to solicit bids for the project and to request the latest State Revolving Fund Federal Assurance Packet from the NDEE. The Borrower agrees to follow the directions in the packet and to include and insert all the required information, text, documents, and other items into the bid solicitation in accordance with the packet.
- (k) Debarment or Suspension. The Borrower acknowledges that doing business with any party that has been declared ineligible to receive federal contracts may result in an event of default, disallowance of federal funds under this Loan Agreement, and may also result in suspension or debarment under 40 CFR Part 32. Instructions for finding the federal list of current companies declared ineligible can be found at the following website: <https://www.dol.gov/agencies/ofccp/debarred-list>.
- (l) Other Federal Requirements. The Borrower agrees to comply with other applicable Federal Requirements in Attachment D hereto.
- (m) Project Sign. If requested by the NDEE, the Borrower agrees to display a project sign created by the NDEE. The displaying of a project sign may include both physical displays and digital displays. This can include, but not be limited to, a physical board provided by the NDEE to be displayed at a designated site, digital graphic to be posted on a Borrower's website, or image and text to be posted in a newsletter, community notice, or newspaper. The NDEE will provide instructions for displaying the Project Sign.
- (n) Employment under Public Contracts, LB 403. The Borrower agrees to comply with the provisions of Legislative Bill 403, approved by the Governor on April 8, 2009. The following language is required and will be included in all agreements made with contractors and is a pass-through requirement for his or her subcontractors.

“The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. If the Contractor is an individual or sole proprietorship, the following applies: 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us); 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and, 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.”

(o) Wage Rate Requirements. Davis-Bacon prevailing wage requirements will apply to the construction, alteration, and repair of a public building or public work, or building or work carried out in whole or in part with assistance made available by this Loan Agreement. For wages that require a Davis-Bacon prevailing wage, the Borrower certifies compliance with the following:

(1) Obtaining a Wage Determination.

- (i) Wage Determinations for Soliciting. The Borrower is responsible for and shall obtain the wage determinations for the locality of the project prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts for the project (hereinafter “soliciting”). These wage determinations will be incorporated into solicitations and any subsequent contracts. Prime contract must contain a provision requiring that subcontractors follow the wage determinations incorporated into the prime contract.
  - 1. Monitoring for Current Wage Determinations During Solicitation Period. While the solicitation remains open, the Borrower shall monitor <https://sam.gov> weekly to ensure that the wage determinations contained in the solicitation remain current. The Borrower shall amend the solicitation if the Department of Labor issues a modification to the wage determinations more than ten (10) days prior to the closing date for the solicitation.
  - 2. Monitoring for Current Wage Determinations After Closing Date. Unless extended in writing by the NDEE, if the Borrower does not award the contract within ninety (90) days of the closing date for the solicitation, the Borrower shall monitor <https://sam.gov> on a weekly basis for any modifications or supersedes the Department of Labor makes on the wage determinations contained in the solicitation and shall amend the solicitation.
- (ii) Wage Determinations for Non-Published Solicitations. If the Borrower issues a task order, work assignment, or similar instrument to an existing contractor, or ordering instrument, rather than by publishing a solicitation, the Borrower shall insert the appropriate wage determinations from <https://sam.gov> into the ordering instrument.
- (iii) Verification of Wage Determinations Inclusion. The Borrower shall review all contracts and subcontractors and verify that all contracts include the applicable wage determinations.

- (iv) Issuance of Revised Wage Determinations. The Department of Labor may issue a revised wage determination applicable to a Borrower's contract after the award of a contract or the issuance of an ordering instrument if the Department of Labor determines that the Borrower has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Borrower shall either: i) terminate the contract or ordering instrument and issue a revised solicitation, or ii) incorporate the Department of Labor's wage determination retroactive to the beginning of the contract or ordering instrument by change order. All contractors must be compensated for any increases in wages resulting from the use of the Department of Labor's revised wage determination.
- (2) NDEE Federal Assurance Package. Before soliciting, The Borrower agrees to contact the NDEE for the most recent applicable NDEE Federal Assurance Package and to incorporate the package into the solicitation documents. If the Borrower has failed to incorporate the most recent applicable NDEE Federal Assurance Package, the Borrower shall either: i) terminate the contract or ordering instrument and issue a revised solicitation, or ii) incorporate the NDEE Federal Assurance Package by change order.
- (3) Contract and Subcontract Provisions. The Borrower shall insert in full for any contract entered into for the actual construction, alteration, and/or repair, including painting and decorating, of a public building or public work, or building, or work as defined by the NDEE, the required clauses as listed in most recent applicable NDEE Federal Assurance Package.
- (i) Unlisted Classifications. The Borrower shall require that any class of laborers or mechanics, including helpers, which is not listed in the applicable wage determination and which is to be employed under the contract shall be classified in conformance with the wage determinations in accordance with procedures established within the NDEE Federal Assurance Package.
- (ii) Weekly Payroll Review and Certifications. The Borrower shall monitor, collect, and review weekly payrolls for each week in which any contract work is performed and provide written confirmation in a form satisfactory to the NDEE indicating whether or not the project is in compliance with the Davis-Bacon prevailing wage requirements.
- (iii) Withholding Payments. The Borrower shall, upon written request by authorized representatives of the NDEE, the EPA, or of the Department of Labor, withhold or cause to be withheld from a contractor under this Loan Agreement or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (4) Contract Provisions for Contracts in Excess of \$100,000. All contracts in an amount in excess of \$100,000 must comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 et seq., as amended. The Borrower shall insert in full for any contract in excess of \$100,000 the required clauses as listed in the most recent applicable NDEE Federal Assurance Package. In addition:

- (i) Withholding Payments. The Borrower, upon written request by authorized representatives of the NDEE, the EPA, or of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as determined by the NDEE.
- (ii) Maintaining of Payroll and Records. The Borrower shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Borrower shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the NDEE, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(5) Compliance Verification.

- (i) Interview Requirement. The Borrower shall periodically interview a sufficient number of employees entitled to Davis-Bacon prevailing wages to verify that contractors and/or subcontractors are paying the appropriate wages. All interviews must be conducted in confidence. The Borrower must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of Standard Form 1445 are available from the EPA upon request.
- (ii) Interview Frequency. The Borrower shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with the Davis-Bacon prevailing wage requirements posed by contractors or subcontractors and the duration of the contract or subcontract. The Borrower must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon prevailing wages. The Borrower shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (iii) Interview Spot Checks. The Borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Borrower shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon prevailing wages posed by contractors or subcontractors and the duration of the contract or subcontract. The Borrower must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon prevailing wage. In addition, during the examinations the Borrower shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

- (iv) Review of Apprentices and Trainees. The Borrower shall periodically review contractor's and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the Department of Labor, or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Section 2.10(o)(5)(ii through iii) of this Loan Agreement.
- (6) Potential Violations. The Borrower must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the NDEE, EPA, and to the appropriate Department of Labor Wage and Hour District Office listed at <https://www.dol.gov/agencies/whd/contact/local-offices>.
- (p) Human Trafficking. Under the requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:
- "The Municipality, its employees, sub-recipients under this award, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award."
- (q) American Iron and Steel (AIS) Products. Use of Loan funds for partial or full payment of the construction, alteration, maintenance, and repair of "Public Water Systems", as defined by the Federal Act, must be constructed pursuant to Public Law 113-76, et seq., as amended, which includes American Iron and Steel Act (AIS) requirements. The Borrower agrees to be responsible for and to comply with all American Iron and Steel conditions and requirements pursuant to the American Iron and Steel Act and agrees to provide written certification of such compliance to the NDEE after construction completion.
- (r) State Cybersecurity. If the Borrower's network or information system is connected to EPA networks for the purpose of transferring data using systems other than the Environmental Information Exchange Network, or EPA's Central Data Exchange, the Borrower agrees that when collecting and managing environmental data for this Project, the Borrower will protect the data by following all applicable state law cybersecurity requirements. Prior to collecting, managing, or transferring any environmental data, the Borrower agrees to contact the EPA and the assigned EPA Project Officer, notifying the NDEE when they have done so, and work with the EPA to ensure that any connections between the Borrower's network or information system and EPA networks used by the Borrower to transfer data under this Loan Agreement are secure.
- (s) Loan Finalization Date. This Loan Agreement will be considered finalized either upon the date the NDEE processes the final disbursement request by the Borrower or twelve (12) months following receipt of the written notification of the construction completion pursuant to Section 2.10(d) of this Loan Agreement, whichever occurs first.
- (t) Build America Buy America. Use of Loan funds for partial or full payment of the construction, alteration, maintenance, and repair of Public Water Systems, as defined by the Federal Act, must be constructed pursuant to Public Law 117-58, et seq., as amended, which includes Build America Buy America Act (hereinafter BABA) requirements. The Borrower agrees to be responsible for and to comply with all BABA conditions and requirements pursuant to the BABA Act and agrees to provide written certification of such compliance to the NDEE after construction completion unless i) the Borrower has requested and obtained a waiver from the NDEE, or any party designated by the NDEE, pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or ii) all contributing Agencies to the Project that require BABA compliance have advised the Borrower in writing that BABA requirements are not applicable to the Project.

When applicable (e.g., unless eligible for a waiver, etc.), all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States per the following:

- (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- (3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Borrower agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the NDEE, the EPA, or any party designated by the NDEE or EPA, such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that: i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities; and ii) failure to comply with the applicable legal requirements and this Loan Agreement may result in a default hereunder subject to the conditions pursuant to Article V of this Loan Agreement and other remedial actions.

The BABA requirements do not supersede the American Iron and Steel requirement and both provisions still apply and work in conjunction.

### **ARTICLE III**

#### **REPRESENTATION AND COVENANTS OF THE BORROWER**

**Section 3.01. Representations of the Borrower.** The Borrower represents as follows:

- (a) Organization and Authority.
  - (1) The Borrower is a village, town, city, district, association, or other public body created by or pursuant to the constitution and statutes of the State of Nebraska.
  - (2) The Borrower has full legal right and authority and has all necessary licenses and permits required as of the date hereof (or is in the process of obtaining all necessary licenses and permits that will be required, but are not required to be in place as of the date hereof) to own, operate and maintain its Public Water System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.
  - (3) The proceedings of the Borrower's governing body conducted to approve this Loan Agreement and authorizing its execution, issuance, and delivery on behalf of the Borrower, and authorizing the Borrower to undertake and complete the Project, have been duly and lawfully convened and conducted and the resolution of the Borrower's governing body approving such matters has been duly and lawfully adopted.

- (4) This Loan Agreement has been duly authorized, executed, and delivered on behalf of the Borrower, and constitutes the legal, valid, and binding obligation of the Borrower enforceable in accordance with its terms.
- (b) Full Disclosure. To the best knowledge of the Borrower, there is no fact that the Borrower has not disclosed to the NDEE in writing on the Borrower's application for the Loan or otherwise anything that materially adversely affects or that will materially adversely affect the properties, activities of its Public Water System, or the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.
- (c) Non-Litigation. There is no controversy, suit or other proceeding of any kind pending, or to the best knowledge of the Borrower, threatened questioning, disputing or affecting in any way the: (i) legal organization of the Borrower or its boundaries; (ii) the right or title of any of its officers to their respective offices; (iii) the legality of any official act taken in connection with obtaining the Loan; (iv) the constitutionality or validity of the indebtedness represented by the Loan Agreement; (v) any of the proceedings had in relation to the authorization or execution or the pledging of the revenues stated in Section 2.09 and Section 3.02 of this Loan Agreement; or (vi) the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.
- (d) Compliance with Existing Laws and Agreements. The authorization, execution and delivery of this Loan Agreement by the Borrower, and the performance by the Borrower of its duties, covenants, obligations, and agreements thereunder will not result in any breach of any existing law or agreement to which the Borrower is a party.
- (e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default. The Borrower is not in violation of any agreement which would materially adversely affect the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement.
- (f) Governmental Consent. The Borrower has obtained all permits and approvals required to date under this Loan Agreement (or is in the process of obtaining all permits and approvals that will be required, but are not required to be in place as of the date hereof) for the undertaking or completion of the Project and the financing or refinancing thereof. The Borrower has complied with, or expects to comply with, all applicable provisions of law requiring any notification, with any governmental body or officer in connection with this Loan Agreement or with the undertaking or completion of the Project and the financing or refinancing thereof.
- (g) Compliance with the Law. The Borrower:
- (1) Is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Regulations, with which the failure to comply would materially adversely affect the ability of the Borrower to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and
  - (2) Has obtained, or expects to obtain, all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Borrower to complete the Project.
- (h) Use of Loan Proceeds. The Borrower will apply the proceeds of the Loan as described in Article II of this Loan Agreement:
- (1) To finance or refinance a portion of the Project Costs; and

- (2) Where applicable, to reimburse the Borrower for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by the NDEE and is eligible for such reimbursement pursuant to the Regulations. All of such costs constitute Project Costs for which the NDEE is authorized to make loans to the Borrower pursuant to the Act and the Regulations.
- (i) Project Costs. The Borrower certifies that the Project Costs, as listed in Attachment B, are reasonable and accurate estimations and, upon direction of the NDEE, will supply the same with a certificate from its engineer stating that such costs are reasonable and accurate estimations, taking into account investment income, if any, to be realized during the course of construction of the Project and other money that would, absent the Loan, have been used to pay the Project Costs.

**Section 3.02. Particular Covenants of the Borrower.**

- (a) Dedicated Source of Revenue for Repayment of the Loan. The Borrower hereby pledges to the NDEE, and grants a lien to the NDEE on, the Drinking Water User Charge System as the dedicated source of revenue for the repayment of the Loan. The Borrower shall fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Borrower's Public Water System, including all improvements and additions hereafter constructed or acquired by the Borrower, as will provide revenues sufficient to (i) pay the cost of the operation and maintenance, and replacement of the Public Water System, (ii) pay at least 110% of the principal of and interest on the Loan as and when the same become due, and (iii) pay all other amounts due at any time under this Loan Agreement. The lien of the NDEE on the revenues of the Borrower's Public Water System shall be on a parity with the lien on such revenue of the Borrower's outstanding Public Water System revenue bonds, if such bonds exist, and any additional revenue bonds hereafter issued on parity with such outstanding revenue bonds. The Borrower hereby expressly reserves the right to issue Revenue Obligations on parity with the lien described in this Loan Agreement and the other outstanding Revenue Obligations, provided the Borrower complies with the covenants contained in this Subsection 3.02(a). These revenues shall be collected and maintained in separate accounts or ledgers for the operation and maintenance costs and the other for principal and interest payments on the Loan. The funds in such accounts or ledgers shall be restricted for their intended use, and the Loan obligation shall be reported on the financial statements of the Borrower. The Borrower agrees to develop a User Charge System based on actual or estimated use of public water supply services, providing that each user or user class pay its proportionate share of operation and maintenance (including replacement) costs within the Borrower's service area, based on each user's demand or potential demand for service and to conduct at least a biennial review of user charge rates to review the adequacy of the user charge rates. The Borrower agrees the initial financial analysis performed by the NDEE in Attachment C is a reasonable estimate of the Project Costs, of the financial condition of the Borrower in relation to this Project, and of the user charges necessary at the time of initiation of operation of the Project. The NDEE may review this information annually to ensure the Borrower's compliance with the Loan conditions and update Attachment C to reflect any changes.
- (a) Performance Under Loan Agreement. The Borrower agrees:
- (1) They are in compliance with the following federal regulations and will be subject to:
- i. Civil Rights Act of 1964, 42. U.S.C. 2000d, et seq., as amended;
  - ii. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, et seq., as amended; and
  - iii. Age Discrimination Act of 1975, 42 U.S.C. 6102, et seq., as amended.
- (2) To comply with all applicable State and federal laws, rules, and regulations in the performance of this Loan Agreement (including, but not limited to the federal crosscutting items set forth on Attachment D of this Loan Agreement, and other NDEE Regulations); and

- (3) To cooperate with the NDEE in the observance and performance of the respective duties, covenants, obligations, and agreements of the Borrower and the NDEE under this Loan Agreement.
- (b) Completion of Project and Provision of Moneys Therefore. The Borrower agrees:
- (1) To exercise its best efforts in accordance with prudent public water supply utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in Article II hereto; and
  - (2) To provide from its own financial resources all moneys, in excess of the total amount of proceeds it receives pursuant to this Loan Agreement, required to complete the Project.
- (c) Delivery of Documents. Concurrently with the delivery of this Loan Agreement (as previously authorized and executed) at the loan closing, the Borrower will cause to be delivered to the NDEE each of the following items:
- (1) Counterparts of this Loan Agreement (as previously executed by parties hereto);
  - (2) Copies of the ordinances and/or resolutions of the governing body of the Borrower authorizing the execution and delivery of this Loan Agreement certified by an Authorized Representative;
  - (3) An Opinion of the Borrower's Counsel substantially in the form of Attachment E hereto;
  - (4) An executed Note (or other evidence of indebtedness) evidencing the Borrower's obligations under this Loan Agreement in the form of Attachment F;
  - (5) An executed certificate of the Borrower in the form of Attachment G hereto; and
  - (6) Such other certificates, documents, opinions, and information as the NDEE may require.
- (d) Operation and Maintenance of Public Water System. The Borrower agrees that it shall operate in accordance with Nebraska Administrative Code, Title 179 – Public Water Systems, Chapter 22, and ensure the following:
- (1) At all times operate the properties of its Public Water System in an efficient manner; and
  - (2) Maintain its Public Water System, making all necessary and proper repairs, renewals, replacements, additions, betterments, and improvements necessary to maintain its system in good repair, working order and operating condition.
- (e) Disposition of Public Water System. The Borrower covenants that it intends to own and operate the Project at all times during the term of the Loan. The Borrower does not know of any reason why the Project will not be so used in the absence of:
- (1) Supervening circumstances not anticipated by the Borrower at the time of the Loan;
  - (2) Adverse circumstances beyond the control of the Borrower; or;
  - (3) Obsolescence of such insubstantial parts or portions of the Project as may occur as a result of normal use thereof.

The Borrower shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Public Water System except on 90 days' prior written notice to the NDEE and, in any event, shall not sell, lease, abandon or otherwise dispose of the same unless the Borrower shall in accordance with Section 4.02 hereof assign this Loan Agreement and its rights and interests hereunder to the purchaser or lessee of the Public Water System and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Borrower under this Loan Agreement. In no event shall the Borrower sell, lease, abandon, or otherwise dispose of the Public Water System to any person or entity other than a municipal corporation or other political subdivision of the State of Nebraska, or any combination thereof, that has legal authority to own or operate the Public Water System.

Before any proposed disposition of the Public Water System can be made, the Borrower shall provide the NDEE, and NIFA if NIFA is an assignee of the Note, with an opinion of a nationally recognized bond counsel that such proposed disposition is permitted by the provisions of this subparagraph, and, further, that such disposition shall not endanger the exclusion from gross income for federal income tax purposes of the interest on any bonds issued to fund deposits into the Loan Fund, nor shall it relieve the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement.

- (f) Records and Accounts. The Borrower shall maintain accurate records and accounts in accordance with generally accepted accounting principles, including principles relating to the reporting of infrastructure assets for its Public Water System's Records (the "System Records"), which shall be separate and distinct from its other records and accounts (the "General Account"). The System Records and General Accounts shall be made available for inspection upon request by the NDEE at any reasonable time. The Borrower shall, upon written request by the NDEE during the term of the Loan, engage an independent auditor to conduct an audit of the project's financial records in accordance with generally accepted government auditing standards. The Borrower shall provide the NDEE a copy of the audit report, provided such audit shall not be due to the NDEE sooner than 210 days following the close of the fiscal year, or years, identified in the request for audit. In the event that during the period in which the Project financed by this Loan Agreement is under construction, and the Borrower expends, for any purpose, total federal funds in excess of seven hundred fifty thousand dollars (\$750,000) during the Borrower's fiscal year, then the Borrower shall, irrespective of any request from the NDEE, provide the NDEE a copy of the Single Audit made on the Borrower's General Accounts performed by an independent auditor required in such cases by 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. In the sole discretion of the NDEE, any requirement herein to perform and/or provide an audit at the request of the NDEE may be waived by the NDEE on the basis of the Borrower's receipt of an audit waiver received from some other government agency and accurately acknowledging the Borrower's obligation to the NDEE under this Loan or for any other reason acceptable to the NDEE.
- (g) Inspections; Information. The Borrower shall permit the EPA, the NDEE, and any party designated by the NDEE to examine, visit, and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books, and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments, and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the EPA and the NDEE may reasonably require in connection therewith.
- (h) Financial Information. The Borrower specifically agrees to provide to the NDEE a reasonable number of copies of such financial information and operating data of the Borrower and the Public Water System and the prompt notification of the occurrence of certain material events, to the extent necessary for the NDEE to comply with its continuing disclosure obligations set forth in the SEC Rule. Such financial information shall be prepared in accordance with GAAP. Such financial information and operating data, if requested, shall be supplied within 210 days after the end of its fiscal year. If audited financial information will be prepared, but is not available within 210 days of the end of the appropriate Borrower's fiscal year, unaudited financial information shall be provided to the NDEE pending receipt of audited financial information. For purposes of this paragraph, "material event" shall mean:

- (1) Principal and interest payment delinquencies on any Indebtedness;
  - (2) Non payment related defaults in agreements authorizing any Indebtedness;
  - (3) Rating changes on any Indebtedness;
  - (4) Adverse tax opinions or events affecting the tax exempt status of any Indebtedness; or
  - (5) Unscheduled draws on debt service reserves or credit enhancements on any Indebtedness reflecting financial difficulties.
- (i) Insurance. The Borrower will carry and maintain such reasonable amount of all risk insurance on all properties and all operations of the Public Water System as would be carried by similar sized municipal operators of Public Water System, insofar as the properties are of an insurable nature. The Borrower also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Nebraska Political Subdivisions Tort Claims Act (Neb. Rev. Stat. §§13-901 to 13-928), or other similar future law.
  - (j) Continuing Representations. The representations of the Borrower contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.
  - (k) Notice of Material Adverse Change. The Borrower shall promptly notify the NDEE of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Borrower's Public Water System, in accordance with the provisions of Sections 3.02(g) and 3.02(i) of this Loan Agreement, or in the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.
  - (l) Additional Covenants and Requirements. If necessary in connection with the making of the Loan Agreement, additional covenants and requirements, if any, are hereby incorporated with their inclusion to Attachment I, Other Documents.

#### ARTICLE IV

#### ASSIGNMENT

**Section 4.01. Assignment and Transfer by the NDEE.** The Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement that the NDEE deems necessary in connection with the operation and administration of the Fund. The Borrower hereby specifically approves the assignment and pledging of the interest portion of the Loan Repayments to NIFA.

**Section 4.02. Assignment by the Borrower.** This Loan Agreement may not be assigned by the Borrower for any reason, unless the following conditions shall be satisfied:

- (a) The NDEE shall have approved said assignment in writing;
- (b) The assignee is a village, town, city, district, association, county, or other public body created by or pursuant to State law of the State of Nebraska or any combination thereof, that has legal authority to own or operate the Public Water System;
- (c) The assignee shall have expressly assumed in writing the full and faithful observance and performance of the Borrower's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Borrower of its duties, covenants, and obligations under this Loan Agreement;

- (d) The assignment will not adversely impact the NDEE's ability to meet its duties, covenants and obligations under any Pledge Agreement as determined in writing by the NDEE;
- (e) The assignment will not adversely affect the exclusion from gross income for federal tax purposes of the interest on any bonds issued by NIFA to fund deposits into the Loan Fund; and
- (f) The Borrower shall provide the NDEE, and NIFA if NIFA is an assignee of the Note, with:
  - (1) An opinion of a qualified attorney satisfactory to the NDEE that each of the conditions set forth in subparagraphs Section 4.02(b) and (c) above has been met; and
  - (2) An opinion of nationally recognized bond counsel satisfactory to the NDEE that the condition set forth in subparagraph Section 4.02(e) above has been met.

## ARTICLE V

### EVENTS OF DEFAULT AND NONCOMPLIANCE

**Section 5.01. Event of Default.** Event of Default means: (i) any violation or noncompliance by the Borrower of any of the provisions of this Loan Agreement; (ii) violation or noncompliance by the Borrower of any provision of federal, state, or local regulations or requirements; (iii) failure by the Borrower to pay when due any Loan Payment pursuant to Section 2.06 of this Loan Agreement and for such payment to be considered delinquent by the NDEE; and (iv) a default under the terms of any Revenue Obligation and other parity obligation allowing any holder of such obligation the right to exercise any remedies against the Borrower.

**Section 5.02. Notice of Default.**

- (a) If an Event of Default shall occur and is discovered by the Borrower, the Borrower shall give the NDEE prompt telephonic notice of the Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner as established by Section 6.03 of this Loan Agreement.
- (b) If an Event of Default shall occur and is discovered by the NDEE, the NDEE shall give the Borrower and the NIFA prompt telephonic notice of the occurrence of such Event of Default. Such telephonic notice shall be immediately followed by written notice from the NDEE to the Borrower of such Event of Default given in the manner as established by Section 6.03 of this Loan Agreement.

**Section 5.03. Remedies on Default.**

- (a) Whenever an Event of Default shall have occurred and be continuing, the NDEE or the Borrower shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of the Borrower (including, without limitation, withholding remaining Loan disbursements, cancellation of this Loan Agreement and acceleration of the remaining scheduled principal payments set forth on Attachment A, or such other remedies provided to the NDEE in the Act and the Regulations).
- (b) If the Borrower fails to make any payment of principal and interest, administrative fee, late fee, or penalty interest imposed pursuant to this Loan Agreement within 60 days of the due dates specified in Section 2.06 of this Agreement, the payment shall be deducted from the amount of aid to municipalities to which the Borrower is entitled under Neb. Rev. Stat. §72-1503. Such amount shall be paid directly to the Fund.

**Section 5.04. Expenses.** Upon the occurrence of an Event of Default, and to the extent permitted by law, the Borrower shall, on demand, pay to the NDEE the reasonable fees and expenses incurred by the NDEE in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations, or agreements of the Borrower contained herein. Upon request by the Borrower, the NDEE shall provide copies of statements evidencing the fees and expenses for which the NDEE is requesting payment.

**Section 5.05. Application of Moneys.** Any moneys collected by the NDEE pursuant to Section 5.03 or 5.04 hereof shall be applied;

- (a) First, to pay administrative fees on the Loan as the same becomes due and payable;
- (b) Second, to pay interest on the Loan as the same becomes due and payable;
- (c) Third, to pay principal due and payable on the Loan;
- (d) Fourth, to pay expenses owed by the Borrower pursuant to Section 5.04 hereof; and
- (e) Fifth, to pay any other amounts due and payable hereunder as such amounts become due and payable. To the extent that the NDEE's right to receive Loan Repayments is on a parity of lien basis with the lien of Existing Revenue Obligations or Additional Revenue Obligations on the Borrower's System Revenues, such moneys shall be applied pro rata to all such obligations.

**Section 5.06. No Remedy Exclusive; Waiver; Notice.** No remedy herein conferred upon or reserved to the parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

**Section 5.07. Retention of Rights.** Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Loan Agreement.

**Section 5.08. Violation of Loan Agreement Provisions.** Violation or noncompliance of any of the provisions of this Loan Agreement by the Borrower, or failure of the Borrower to complete and maintain the Project in the manner proposed by the Borrower, and approved by the NDEE may result in a cancellation of this Loan Agreement, and a demand that any outstanding balance of principal, interest, and administrative fees and any other amounts due under this Loan Agreement be paid immediately.

## ARTICLE VI

### MISCELLANEOUS

**Section 6.01. Hold Harmless Agreement.** The State of Nebraska and the NDEE, and the officers, agents, and employees of each, shall have no responsibility or liability for the construction, operation and maintenance of the Project. The Borrower shall be responsible for such construction, operation and maintenance of the Project and shall assume responsibility for all Project Costs and any claims, demands, damages, losses, costs, expenses, or liability accruing or resulting to any and all contractors, subcontractors, employees, and any other person, firm, or corporation furnishing or supplying services, materials, or supplies in connection with construction of the Project, and for any and all claims, demands, damages, losses, costs, expenses, or liability occurring or resulting to any person, firm or corporation, as a result of or incident to, either in whole or in part, whether directly or indirectly, the construction, or the operation of the Project.

**Section 6.02. Waivers.** Any waiver at any time of rights or duties under this Loan Agreement shall not be deemed to be a waiver of any subsequent right or duty under this Loan Agreement.

**Section 6.03. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower and the NDEE at the following addresses:

(a) BORROWER

City of Seward  
537 Main Street  
P.O. Box 38  
Seward, NE 68434-0038  
Phone: (402) 643-2928

(b) NDEE

Department of Environment and Energy  
P.O. Box 98922  
Lincoln, NE 68509-8922  
Phone: (402) 471-2186

All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so mailed. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

**Section 6.04. Amendments, Supplements and Modifications.** This Loan Agreement may not be amended, supplemented, or modified except in writing signed by the NDEE and the Borrower.

**Section 6.05. Severability.** In the event any provision of this Loan Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

**Section 6.06. Binding Effect.** This Loan Agreement shall inure to the benefit of and shall be binding upon the NDEE and the Borrower and their respective successors and assigns.

**Section 6.07. Execution in Counterparts.** This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

**Section 6.08. Governing Law and Regulations.** This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, including the Act and the Regulations which are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

**Section 6.09. Consents and Approvals.** Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the NDEE.

**Section 6.10. Further Assurances.** The Borrower shall, at the request of the NDEE, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

**Section 6.11. Notice to Trustee.** Upon assignment of the Note to NIFA which may occur from time to time and thereafter, the NDEE shall deliver a notice of this Loan in the form prescribed by NIFA, and other pertinent information relating thereto, to the Trustee for any bonds of NIFA issued to fund deposits into the Fund.

**Section 6.12. Finalizing, Closing, and Termination of the Loan Agreement.** The NDEE reserves the right to finalize and close, or terminate this Loan Agreement for cause at any point during the term of the loan. Before any action is taken, the NDEE shall give no less than 30 days written notice of the NDEE's intent to the Borrower. Following the final disbursement of Loan proceeds to the Borrower, the NDEE shall revise Attachment A. Such revised Attachment A shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace Attachment A.

**Section 6.13. Electronic Signature.** The NDEE and the Borrower hereby approve the usage of electronic signatures pursuant to Neb. Rev. Stat. §86-611 and Nebraska Administrative Code, Title 437, Digital Signatures Act.

- (a) Attachment F – Promissory Note of the City of Seward of this Loan Agreement may not be electronically signed and must be signed physically by the authorized signatories. The Borrower agrees that prior to electronically signing this Loan Agreement, Attachment F has been physically signed and provided to the NDEE.

**Section 6.14. Effective Date.** This Loan Agreement shall become effective upon the latter date of the following two signatures:

IN WITNESS THEREOF, the parties hereto have caused this Loan Agreement to be executed and delivered as of the date set forth below.

CITY OF SEWARD, NEBRASKA

By \_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(signature)

Title \_\_\_\_\_ Mayor

Date \_\_\_\_\_

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

By \_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(signature)

Title \_\_\_\_\_ Director

Date \_\_\_\_\_

**INDEX OF ATTACHMENTS**

Exhibit 1 -	Project Description
Attachment A -	Loan Repayment Schedule
Attachment B -	Project Costs and Projected Outlay Schedule
Attachment C -	Financial Analysis
Attachment D -	List of Federal Laws and Authorities
Attachment E -	Borrower's Counsel's Opinion
Attachment F -	Promissory Note
Attachment G -	Certificate
Attachment H -	Resolution
Attachment I -	Additional Documents

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## EXHIBIT 1

### PROJECT DESCRIPTION

The submitted project includes a water tower replacement. The City's existing 200,000 gallon water tower was recommended to be replaced with a new 500,000 gallon tower. The project also includes related site and utility work for the tower site and surrounding improvements. The City may use ARPA funds as part of this project.

The project includes all related work, land testing, construction change orders, and engineering fees.

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## ATTACHMENT A

### LOAN REPAYMENT SCHEDULE

Payments are due on June 15 and December 15 of each year. Interest and Administrative fees shall accrue at the applicable rate as established by Section 2.03 and Section 2.04 of this Loan Agreement and repayments of such accrued interest and administrative fees will be repaid after the effective date of this Loan Agreement. A commencement of principal repayment is estimated to start on June 15, 2025 (as established by Section 2.02 of this Loan Agreement wherein repayment must begin within one (1) year from the date of Initiation of Operation, but no later than three (3) years from the date of the Loan, whichever occurs first).

Amounts due will be invoiced on or about May 15 and November 15 of each year for each six-month payment period ending on the set interest payment date. Interest and Administrative fee accruing on principal amounts drawn after the invoicing date are to be included with the next invoice.

The Amortization Schedule included in Attachment A is a projected schedule based upon estimated principal repayment start and full distribution of funds and is subject to change pending date of Initiation of Operation and final principal amount disbursed. Interest and Administrative fees accruing before the first principal repayment that is not reflected on the following draft amortization schedule will be billed and paid in accordance with the NDEE's procedures.

Following the receipt of Initiation of Operation date and the final disbursement of Loan proceeds to the Borrower, a revised final Attachment A shall be prepared by the NDEE to establish the final debt service schedule based upon the following parameters set forth below. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

The final Loan Repayment Schedule shall be calculated by the NDEE based on the following parameters:

- (1) Final principal amount of Loan;
- (2) Amount of Loan Forgiveness, if any;
- (3) Interest rate as set forth in Section 2.03;
- (4) Administrative fee rate as set forth in Section 2.04;
- (5) Installments of principal, interest, and fees on each June 15 and December 15 payment date shall:
  - a. Begin no later than one year after the Initiation of Operation, or three years from the effective date of this Loan Agreement, whichever occurs first; and
  - b. End on the last repayment which must be paid no later than thirty years (30) from the date of either (i) one year after the Initiation of Operation, or (ii) three years from the effective date of this Loan agreement, whichever occurs first; and
  - c. Amortization of principal to achieve level payments of principal and interest (not taking into account the administrative fee payment pursuant to Section 2.04).

## ATTACHMENT A

### PROJECTED AMORTIZATION SCHEDULE

**TOTAL PRINCIPAL: \$ 2,878,000**      **INTEREST RATE (%): 0.50**  
**LOAN FORGIVENESS: \$ 1,122,000**      **ADMIN FEE (%): 0.50**  
**TOTAL SRF ASSISTANCE: \$ 4,000,000**      **TERM (YEARS): 30**

Principal Payment	Principal	Principal Payment	Interest	Admin Fee	Total Payment	Remaining Principal
6/15/2025	\$ 2,878,000.00	\$ 44,518.89	\$ 7,195.00	\$ 7,195.00	\$ 58,908.89	\$ 2,833,481.11
12/15/2025	\$ 2,833,481.11	\$ 44,630.19	\$ 7,083.70	\$ 7,083.70	\$ 58,797.59	\$ 2,788,850.92
6/15/2026	\$ 2,788,850.92	\$ 44,741.76	\$ 6,972.13	\$ 6,972.13	\$ 58,686.02	\$ 2,744,109.15
12/15/2026	\$ 2,744,109.15	\$ 44,853.62	\$ 6,860.27	\$ 6,860.27	\$ 58,574.16	\$ 2,699,255.54
6/15/2027	\$ 2,699,255.54	\$ 44,965.75	\$ 6,748.14	\$ 6,748.14	\$ 58,462.03	\$ 2,654,289.78
12/15/2027	\$ 2,654,289.78	\$ 45,078.17	\$ 6,635.72	\$ 6,635.72	\$ 58,349.62	\$ 2,609,211.62
6/15/2028	\$ 2,609,211.62	\$ 45,190.86	\$ 6,523.03	\$ 6,523.03	\$ 58,236.92	\$ 2,564,020.75
12/15/2028	\$ 2,564,020.75	\$ 45,303.84	\$ 6,410.05	\$ 6,410.05	\$ 58,123.94	\$ 2,518,716.91
6/15/2029	\$ 2,518,716.91	\$ 45,417.10	\$ 6,296.79	\$ 6,296.79	\$ 58,010.68	\$ 2,473,299.81
12/15/2029	\$ 2,473,299.81	\$ 45,530.64	\$ 6,183.25	\$ 6,183.25	\$ 57,897.14	\$ 2,427,769.17
6/15/2030	\$ 2,427,769.17	\$ 45,644.47	\$ 6,069.42	\$ 6,069.42	\$ 57,783.31	\$ 2,382,124.70
12/15/2030	\$ 2,382,124.70	\$ 45,758.58	\$ 5,955.31	\$ 5,955.31	\$ 57,669.20	\$ 2,336,366.12
6/15/2031	\$ 2,336,366.12	\$ 45,872.98	\$ 5,840.92	\$ 5,840.92	\$ 57,554.81	\$ 2,290,493.15
12/15/2031	\$ 2,290,493.15	\$ 45,987.66	\$ 5,726.23	\$ 5,726.23	\$ 57,440.12	\$ 2,244,505.49
6/15/2032	\$ 2,244,505.49	\$ 46,102.63	\$ 5,611.26	\$ 5,611.26	\$ 57,325.16	\$ 2,198,402.86
12/15/2032	\$ 2,198,402.86	\$ 46,217.88	\$ 5,496.01	\$ 5,496.01	\$ 57,209.90	\$ 2,152,184.98
6/15/2033	\$ 2,152,184.98	\$ 46,333.43	\$ 5,380.46	\$ 5,380.46	\$ 57,094.35	\$ 2,105,851.55
12/15/2033	\$ 2,105,851.55	\$ 46,449.26	\$ 5,264.63	\$ 5,264.63	\$ 56,978.52	\$ 2,059,402.28
6/15/2034	\$ 2,059,402.28	\$ 46,565.39	\$ 5,148.51	\$ 5,148.51	\$ 56,862.40	\$ 2,012,836.90
12/15/2034	\$ 2,012,836.90	\$ 46,681.80	\$ 5,032.09	\$ 5,032.09	\$ 56,745.98	\$ 1,966,155.10
6/15/2035	\$ 1,966,155.10	\$ 46,798.50	\$ 4,915.39	\$ 4,915.39	\$ 56,629.28	\$ 1,919,356.59
12/15/2035	\$ 1,919,356.59	\$ 46,915.50	\$ 4,798.39	\$ 4,798.39	\$ 56,512.28	\$ 1,872,441.09
6/15/2036	\$ 1,872,441.09	\$ 47,032.79	\$ 4,681.10	\$ 4,681.10	\$ 56,394.99	\$ 1,825,408.30
12/15/2036	\$ 1,825,408.30	\$ 47,150.37	\$ 4,563.52	\$ 4,563.52	\$ 56,277.41	\$ 1,778,257.93
6/15/2037	\$ 1,778,257.93	\$ 47,268.25	\$ 4,445.64	\$ 4,445.64	\$ 56,159.54	\$ 1,730,989.69
12/15/2037	\$ 1,730,989.69	\$ 47,386.42	\$ 4,327.47	\$ 4,327.47	\$ 56,041.37	\$ 1,683,603.27
6/15/2038	\$ 1,683,603.27	\$ 47,504.88	\$ 4,209.01	\$ 4,209.01	\$ 55,922.90	\$ 1,636,098.39
12/15/2038	\$ 1,636,098.39	\$ 47,623.65	\$ 4,090.25	\$ 4,090.25	\$ 55,804.14	\$ 1,588,474.74
6/15/2039	\$ 1,588,474.74	\$ 47,742.70	\$ 3,971.19	\$ 3,971.19	\$ 55,685.08	\$ 1,540,732.03
12/15/2039	\$ 1,540,732.03	\$ 47,862.06	\$ 3,851.83	\$ 3,851.83	\$ 55,565.72	\$ 1,492,869.97
6/15/2040	\$ 1,492,869.97	\$ 47,981.72	\$ 3,732.17	\$ 3,732.17	\$ 55,446.07	\$ 1,444,888.26
12/15/2040	\$ 1,444,888.26	\$ 48,101.67	\$ 3,612.22	\$ 3,612.22	\$ 55,326.11	\$ 1,396,786.58
6/15/2041	\$ 1,396,786.58	\$ 48,221.93	\$ 3,491.97	\$ 3,491.97	\$ 55,205.86	\$ 1,348,564.66
12/15/2041	\$ 1,348,564.66	\$ 48,342.48	\$ 3,371.41	\$ 3,371.41	\$ 55,085.30	\$ 1,300,222.18
6/15/2042	\$ 1,300,222.18	\$ 48,463.34	\$ 3,250.56	\$ 3,250.56	\$ 54,964.45	\$ 1,251,758.84
12/15/2042	\$ 1,251,758.84	\$ 48,584.49	\$ 3,129.40	\$ 3,129.40	\$ 54,843.29	\$ 1,203,174.35
6/15/2043	\$ 1,203,174.35	\$ 48,705.96	\$ 3,007.94	\$ 3,007.94	\$ 54,721.83	\$ 1,154,468.39
12/15/2043	\$ 1,154,468.39	\$ 48,827.72	\$ 2,886.17	\$ 2,886.17	\$ 54,600.06	\$ 1,105,640.67
6/15/2044	\$ 1,105,640.67	\$ 48,949.79	\$ 2,764.10	\$ 2,764.10	\$ 54,477.99	\$ 1,056,690.88
12/15/2044	\$ 1,056,690.88	\$ 49,072.16	\$ 2,641.73	\$ 2,641.73	\$ 54,355.62	\$ 1,007,618.72
6/15/2045	\$ 1,007,618.72	\$ 49,194.84	\$ 2,519.05	\$ 2,519.05	\$ 54,232.94	\$ 958,423.87
12/15/2045	\$ 958,423.87	\$ 49,317.83	\$ 2,396.06	\$ 2,396.06	\$ 54,109.95	\$ 909,106.04
6/15/2046	\$ 909,106.04	\$ 49,441.13	\$ 2,272.77	\$ 2,272.77	\$ 53,986.66	\$ 859,664.91
12/15/2046	\$ 859,664.91	\$ 49,564.73	\$ 2,149.16	\$ 2,149.16	\$ 53,863.05	\$ 810,100.18
6/15/2047	\$ 810,100.18	\$ 49,688.64	\$ 2,025.25	\$ 2,025.25	\$ 53,739.14	\$ 760,411.54
12/15/2047	\$ 760,411.54	\$ 49,812.86	\$ 1,901.03	\$ 1,901.03	\$ 53,614.92	\$ 710,598.68
6/15/2048	\$ 710,598.68	\$ 49,937.40	\$ 1,776.50	\$ 1,776.50	\$ 53,490.39	\$ 660,661.29
12/15/2048	\$ 660,661.29	\$ 50,062.24	\$ 1,651.65	\$ 1,651.65	\$ 53,365.54	\$ 610,599.05
6/15/2049	\$ 610,599.05	\$ 50,187.39	\$ 1,526.50	\$ 1,526.50	\$ 53,240.39	\$ 560,411.65
12/15/2049	\$ 560,411.65	\$ 50,312.86	\$ 1,401.03	\$ 1,401.03	\$ 53,114.92	\$ 510,098.79
6/15/2050	\$ 510,098.79	\$ 50,438.64	\$ 1,275.25	\$ 1,275.25	\$ 52,989.14	\$ 459,660.15
12/15/2050	\$ 459,660.15	\$ 50,564.74	\$ 1,149.15	\$ 1,149.15	\$ 52,863.04	\$ 409,095.40
6/15/2051	\$ 409,095.40	\$ 50,691.15	\$ 1,022.74	\$ 1,022.74	\$ 52,736.63	\$ 358,404.25
12/15/2051	\$ 358,404.25	\$ 50,817.88	\$ 896.01	\$ 896.01	\$ 52,609.90	\$ 307,586.37
6/15/2052	\$ 307,586.37	\$ 50,944.93	\$ 768.97	\$ 768.97	\$ 52,482.86	\$ 256,641.44
12/15/2052	\$ 256,641.44	\$ 51,072.29	\$ 641.60	\$ 641.60	\$ 52,355.50	\$ 205,569.16
6/15/2053	\$ 205,569.16	\$ 51,199.97	\$ 513.92	\$ 513.92	\$ 52,227.81	\$ 154,369.19
12/15/2053	\$ 154,369.19	\$ 51,327.97	\$ 385.92	\$ 385.92	\$ 52,099.81	\$ 103,041.22
6/15/2054	\$ 103,041.22	\$ 51,456.29	\$ 257.60	\$ 257.60	\$ 51,971.49	\$ 51,584.93
12/15/2054	\$ 51,584.93	\$ 51,584.93	\$ 128.96	\$ 128.96	\$ 51,842.85	\$ (0.00)
<b>TOTAL:</b>	<b>\$ 2,878,000</b>	<b>\$ 224,833.50</b>	<b>\$ 224,833.50</b>	<b>\$ 224,833.50</b>	<b>\$ 3,327,667.01</b>	

**ATTACHMENT B**

**PROJECT COSTS**

<b><u>COST CLASSIFICATION</u></b>	<b><u>ESTIMATED TOTAL COST</u></b>
1) Administrative and legal expenses	\$ 10,000
2) Land, structures, right-of-ways, appraisals, etc.	\$ 50,000
3) Relocation expenses and payments	\$ -
4) Architectural and engineering fees	\$ 110,000
5) Project inspection fees	\$ 150,000
6) Site work, demolition and removal	\$ -
7) Construction	\$ 3,280,000
8) Equipment	\$ -
9) Miscellaneous	\$ -
<b>10) SUBTOTAL (sum of lines 1-9)</b>	<b>\$ 3,600,000</b>
11) Contingencies	\$ 400,000
<b>12) SUBTOTAL (sum of lines 10-11)</b>	<b>\$ 4,000,000</b>
Less project (program) income	
<b>TOTAL PROJECT COSTS (line 12 minus 13)</b>	<b>\$ 4,000,000</b>
<b><u>SOURCE OF FUNDS</u></b>	
NDEE DWSRF Loan (Principal)	\$ 2,878,000
NDEE DWSRF Loan Forgiveness	\$ 1,122,000
<b>TOTAL PROJECT ASSISTANCE</b>	<b>\$ 4,000,000</b>

*Funds shall be made only to owners of eligible systems for eligible projects pursuant to the Safe Drinking Water Act.*

**OUTLAY SCHEDULE**

	<b>2022</b>	<b>2023</b>	<b>2024</b>
	<b>ESTIMATED OUTLAY</b>	<b>ESTIMATED OUTLAY</b>	<b>ESTIMATED OUTLAY</b>
January	\$ -	\$ 152,000	\$ -
February	\$ -	\$ 173,000	\$ -
March	\$ -	\$ 996,000	\$ -
April	\$ -	\$ 134,000	\$ -
May	\$ -	\$ 859,000	\$ -
June	\$ -	\$ 347,000	\$ 100,000
July	\$ -	\$ 209,000	\$ 100,000
August	\$ -	\$ 125,000	\$ -
September	\$ -	\$ 106,000	\$ -
October	\$ -	\$ 219,000	\$ -
November	\$ -	\$ 22,000	\$ -
December	\$ -	\$ 458,000	\$ -
<b>ANNUAL TOTAL:</b>	<b>\$ -</b>	<b>\$ 3,800,000</b>	<b>\$ 200,000</b>
<b>TOTAL OUTLAY:</b>	<b>\$ -</b>	<b>\$ 3,800,000</b>	<b>\$ 4,000,000</b>

## ATTACHMENT C

### FINANCIAL CAPABILITY

#### CITY OF SEWARD, NEBRASKA DWSRF Project No. D311700

The City of Seward has requested DWSRF funding assistance of four million dollars to finance a new 500,000 gallon elevated water tower. The City of Seward is eligible for 28.05% DWSRF Loan Forgiveness out of the SRF SFY2023 IUP Program with a matching DWSRF loan for two million, eight hundred and seventy-eight thousand dollars

An abbreviated financial analysis is presented. The documents reviewed and used to complete this analysis are:

1. Audited Financial Statements Excerpts of the City of Seward, for the years 2019 through 2021,
2. Water Preapplication for State Assistance,
3. Miscellaneous correspondence prepared for Olsson & Associates for the City of Seward in project file.

Table 1  
City of Seward Water Fund Summary

Year Sept 1 to Aug 31	Revenue (includes interest income)	Expenses (excludes depreciation)	Revenue Minus Expenses
2019	\$1,878,299	\$975,997	\$902,302
2020	\$2,069,684	\$1,038,091	\$1,031,593
2021	\$2,191,668	\$1,116,779	\$1,074,889

Seward as of September 30, 2021 has an outstanding debt of \$629,555 for a water metering system as reported for Basic Budget Data on the Nebraska Auditor of Public Accounts website.

#### Analysis of the Water Utility:

The City of Seward manages their water utility. Water use fees would be pledged to repay the loan. Seward's number of residential, commercial and industrial sewer users is approximately 2,897. Current residential water rates are \$13.86 per month with an additional usage charge of \$0.0379 per cubic foot for the first 1,200 cubic feet per month, and \$0.0451 per cubic foot for water use beyond 1,200 cubic feet per month. An increase to the water user fee of \$2.82 per month per user is recommended to fund this project. The projected increase for the residential water bill is from \$59.34 to \$62.16 per month.

The proposed loan C311700 for \$4,000,000 funding having \$2,878,000 in principal and \$1,122,000 in principal forgiveness has a repayment amount for the first year as shown in Table 2.

Table 2  
Proposed DWSRF Loan No. D311700, Principal \$2,878,000

Loan Term (years)	Interest Rate	First Year Payment	First Year Payment + 10% Coverage
30	0.5% + 0.5% admin fee on outstanding principal balance	\$88,257.59	\$98,063.99

The projected monthly water rate of \$62.16 or \$745.92 annually required to fund this water improvement project is 1.13% of Seward's 2020 median household income of \$66,190 and is below EPA's 2.5% upper level of water rate affordability.

DRAFT

ATTACHMENT D

ATTACHMENT E

Form of Opinion of Borrower's Counsel

**[USE BORROWER'S OR COUNSEL'S LETTERHEAD]**

**[Date]**

**[NOTE: Any of the opinions given below may be given in reliance upon the opinion of another Bond Counsel, and one Bond Counsel may give some of the opinions and another Bond Counsel may give others.]**

Nebraska Department of Environment and Energy  
Post Office Box 98922  
Lincoln, NE 68509-8922  
Attention: State Revolving Fund Program

To the Nebraska State Revolving Fund:

I have acted as **[Bond]** Counsel in connection with the execution and delivery by City of Seward (the "Borrower"), of an Agreement for Loan No. D311700 (the "Loan Agreement") between the Borrower and the Nebraska Department of Environment and Energy ("NDEE") and the issuance of a promissory note (the "Note") by the Borrower to the NDEE. All terms used in this opinion letter and not defined shall have the meanings given to them in the Loan Agreement.

In this connection, I have examined the following:

- (a) Certified copies of the **[DESCRIBE RESOLUTION AND/OR ORDINANCE PURSUANT TO WHICH LOAN AGREEMENT AND NOTE ARE TO BE ENTERED INTO];**
- (b) An executed counterpart of the Loan Agreement;
- (c) The executed Note; and
- (d) Such other documents as I deemed relevant and necessary in rendering this opinion.

As to questions of fact material to my opinion, I have relied upon the certified proceedings and other certifications of public officials furnished to me without undertaking to verify the same by independent investigation.

Based upon the foregoing I am of the opinion that:

1. The Borrower is a city duly organized and validly existing under the laws of the State of Nebraska.
2. The Borrower is a governmental unit, as such term is used in Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.
3. The Borrower has the power and authority to enter into the Loan Agreement, to issue the Note, to borrow the entire principal amount provided for in Section 2.01 of the Loan Agreement (the "Principal Amount") and to perform its obligations under the Loan Agreement and the Note.

4. The Loan Agreement and the Note have been duly authorized, executed and delivered by the Borrower and are, and would be if the entire Principal Amount were advanced to the Borrower pursuant to the Loan Agreement on the date of this opinion, valid and legally binding special obligations of the Borrower, payable solely from the sources provided therefor in the Loan Agreement, enforceable in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.
5. Pursuant, where applicable, to Nebraska Revised State Statutes §§18-1803 through 18-1805; §§31-732, 31-739, and 31-740, and all other applicable statutes governing eligible municipalities, the Loan Agreement creates a valid lien on the funds pledged by the Borrower pursuant to Section 3.02 of the Loan Agreement for the security of the Loan Agreement and the Note and no other debt of the Borrower is secured by a superior lien on such funds.
6. The Borrower has obtained or made all approvals, authorizations, consents, or other actions of, and filings, registrations, or qualifications with, the Borrower or any other government authority which are legally required to allow the Borrower to enter into and perform its obligations under the Loan Agreement and the Note and borrow the full Principal Amount pursuant to the Loan Agreement and the Note.

Very truly yours,

---

ATTACHMENT F

**PROMISSORY NOTE OF THE CITY/VILLAGE OF BORROWER'S NAME, NEBRASKA**

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay, but solely from the sources described herein, to the order of the Nebraska Department of Environment and Energy ("NDEE"), or its successors and assigns, the principal sum of not to exceed \$4,000,000 [less any Loan Forgiveness as established by Section 2.01 of the Loan Agreement], to the extent disbursed pursuant to Section 2.01 and Section 2.05 of the Loan Agreement No. D311700 ("the Loan Agreement"), with interest on each such amount until paid, pursuant to Section 2.03 of the Loan Agreement between the NDEE and the Borrower. In addition, the Borrower shall pay an Administrative Fee on the outstanding principal amount of this Note per annum pursuant to Section 2.04 of the Loan Agreement. The said principal, interest, and Administrative Fee shall be payable in semiannual installments each payable on June 15 and December 15 of each year in accordance with Section 2.06 of the Loan Agreement. Each installment shall be in the amount set forth in Attachment A to the Loan Agreement. The Borrower will pay any penalty or additional interest due pursuant to Section 2.06(d) of this Loan Agreement.

All payments under this Note shall be payable at the offices of the NDEE in Lincoln, Nebraska, and upon the assignment of this Note to the NIFA, at the principal corporate trust office of a Trustee designated by the NIFA, or such other place as the NDEE may designate in writing.

This Note is issued pursuant to and is secured by the Loan Agreement of the City of Seward, Nebraska, the terms and provisions of which are incorporated herein by reference.

All payments of principal of and interest on this Note and other payment obligations of the Borrower hereunder shall be limited obligations of the Borrower payable solely out of the Dedicated Source of Revenue for the Payment of the Loan, as established in the Loan Agreement, and shall not be payable out of any other revenues of the Borrower. The obligations of the Borrower under this Note shall never constitute or give rise to a charge against its general credit or taxing power. This note shall not be a debt of the Borrower within the meaning of any constitutional statutory or charter limitation upon the creation of general obligation indebtedness of the Borrower.

If default be made in the payment of any installment due under this Note, or by the occurrence of any one or more of the Events of Default specified in Article V of the Loan Agreement, and if such Event of Default is not remedied as therein provided, or at any time thereafter, the NDEE may give notice to the Borrower that all unpaid amounts of this Note then outstanding, together with all other unpaid amounts outstanding under the Loan Agreement, are due and payable immediately, and thereupon, without further notice or demand, all such amounts shall become and be immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default.

The Borrower hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor.

This Note and all instruments securing the same are to be construed according to the laws of the State of Nebraska. Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

[SEAL] (if applicable)

CITY OF SEWARD, NEBRASKA

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

Attest: \_\_\_\_\_  
(signature)

By \_\_\_\_\_  
(signature)

By \_\_\_\_\_  
(signature)

Title CLERK \_\_\_\_\_

Title Mayor \_\_\_\_\_

Title Director \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT F**  
**PROMISSORY NOTE OF THE CITY OF SEWARD, NEBRASKA**

(continued)

Complete this section upon assignment of this Note to the NIFA.

Pursuant to the Pledge Agreement dated as of \_\_\_\_\_ as amended (the "Pledge Agreement"), by and between the NDEE and the Nebraska Investment Finance Authority ("NIFA"), and the \_\_\_\_\_ dated as of \_\_\_\_\_, as supplemented and amended, by and between NIFA \_\_\_\_\_, as trustee (the "Trustee"), the NDEE hereby assigns, grants and conveys any and all of the NDEE's rights, title and interest in this Note to NIFA, except as provided in the Pledge Agreement, and NIFA hereby assigns such rights, title and interest to the Trustee and any successor Trustee.

Attested by:

NEBRASKA INVESTMENT FINANCE  
AUTHORITY

By \_\_\_\_\_  
*(printed name)*

By \_\_\_\_\_  
*(printed name)*

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(signature)*

Title \_\_\_\_\_

Title Director

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT G**

**CERTIFICATE OF THE CITY OF SEWARD**

The following certifications are made in connection with the Agreement for Loan No. D311700 (the "Loan Agreement") between the Nebraska Department of Environment and Energy ("NDEE") and the City of Seward, Nebraska (the "Borrower") for the purpose of establishing compliance by the Borrower with requirements for the maintenance of the tax exemption of interest on any bonds (the "Bonds") which may be from time to time issued by the Nebraska Investment Finance Authority ("NIFA") to provide funds for deposit in the Fund (as defined in the Loan Agreement).

WHEREFORE, the undersigned hereby certifies on behalf of the Borrower to the NDEE, the NIFA and any trustee for the Bonds, as follows:

1. The undersigned is authorized to make the following certifications on behalf of the Borrower.
2. The Borrower represents that it reasonably expects that the design and construction of the Project, as defined in this Loan Agreement, will commence within the stated Project Schedule established by Section 2.07 of this Loan Agreement and that the design and construction of the Project will proceed with due diligence thereafter to completion.
3. The proceeds of the loan pursuant to the Loan Agreement will be used to construct a facility that will be owned and operated by the Borrower. There will be no Agreements for the use of the facility other than Agreement on a rate scale basis. Specifically, the Borrower represents that there will be no Agreements for use of the Project that will require a non-governmental unit to make payments to the Borrower without regard to actual use of the Project.

Signed and dated as of \_\_\_\_\_.

City of Seward, Nebraska

\_\_\_\_\_  
*(signature)*

Title Mayor

Date \_\_\_\_\_

**ATTACHMENT H**

**RESOLUTION \_\_\_\_\_**

WHEREAS, the City of Seward, Nebraska recognizes that a properly functioning Public Water System is necessary to the health and welfare of the citizens of the city; and

WHEREAS, the Mayor and City Board of Trustees have determined that portions of the city Public Water System are in need of significant repair and improvement; and

WHEREAS, funding for the cost of the repair and improvement of portions of the city Public Water System may be obtained by loan from the Nebraska Department of Environment and Energy, subject to certain requirements and obligations;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Board of Trustees of the City of Seward, Nebraska that they should execute the contract for loan between the Nebraska Department of Environment and Energy and the City of Seward, Nebraska designated as Project No. D311700, incorporated by reference into this Resolution as if fully set forth; and

BE IT FURTHER RESOLVED, \_\_\_\_\_, Mayor, is hereby directed to execute the Agreement and all other documents necessary to facilitate the Loan between the Nebraska Department of Environment and Energy and the City of Seward, Nebraska for the purpose of repairing and improving the city's Public Water System; and

BE IT FURTHER RESOLVED THAT \_\_\_\_\_, Clerk, be authorized and directed to sign all necessary documents, to furnish such assurances to the State of Nebraska as may be required by law or regulations, and to receive payment on behalf of the applicant.

HEREBY the RESOLUTION has passed and approved as of \_\_\_\_\_.

City of Seward, Nebraska

\_\_\_\_\_  
*(signature)*

Title \_\_\_\_\_ Mayor

Date \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of \_\_\_\_\_.

\_\_\_\_\_  
*(signature)*

Title \_\_\_\_\_ Clerk

**ATTACHMENT I**

**ADDITIONAL DOCUMENTS**

These forms will be loan specific so will need to be added/removed separately for each agreement.

Attachment I.01 – Loan Forgiveness Form

DRAFT

**Attachment I.01**

**LOAN FORGIVNESS AGREEMENT FORM**

**PART I**

**SRF LOAN FORGIVENESS AWARD**

Pursuant to Neb. Rev. Stat. §71-5322(9) et. Seq., as amended, the NDEE hereby offers the following Loan Forgiveness to the Borrower for the project as established by this Loan Agreement:

- (1) Loan Forgiveness of up to 28.05% of eligible SRF project costs of this Loan Agreement, not to exceed one million, one hundred and twenty-two thousand dollars (\$1,122,000).

This Loan Forgiveness is offered concurrent with this Loan Agreements Funds. Eligibility for such funds is made in accordance with the Federal Act, the state Act, Regulations, and the annual Intended Use Plan.

**PART II**

**LOAN FORGIVENESS CERTIFICATION**

If the Borrower is receiving Loan Forgiveness Funds, the Borrower certifies that as a condition of receipt of state allocations under this Loan Agreement, the following information is accurate and the Borrower agrees to the following statements and stipulations:

- (1) The Borrower is not considered a privately owned entity;
- (2) The population at the time of the Loan Forgiveness award for the Borrower is equal to or less than ten thousand inhabitants as determined by the most recent federal decennial census or the most recent revised certified count by the United States Bureau of the Census;
- (3) Based on information from the applicable Intended Use Plan, the Borrower's population is estimated to be 7,643.
- (4) The Borrower has demonstrated serious financial hardship through the assessment and processes established in the related NDEE's State Fiscal Year's (SFY) Intended Use Plan;
- (5) The Borrower's Median Household Income (MHI) as listed in the NDEE's SFY's Intended Use Plan at the time of signing of this Loan Agreement is less than 120% of the State's MHI for that SFY.

**PART III**

**LOAN FORGIVENESS CONDITIONS**

- (1) The total award of all Loan Forgiveness cannot exceed one-half of the total amount of eligible Project Costs.
- (2) Application and distribution of all Subsidies will be done pursuant to the terms as established by the Loan Agreement.
- (3) The total subsidy amount may be changed by the NDEE if the eligible project amount changes due to the project costs.
- (4) Violation or noncompliance of this Loan Agreement will result in annulment of all Loan Forgiveness and a demand that any disbursed Loan Forgiveness funds be returned to the State of Nebraska immediately.

- (5) If a Borrower receives any funding from any other funding source for costs paid for by this Loan Agreement, it will result in annulment of Loan Agreement Funds to the extent these costs are covered by the other funding. The Borrower will promptly notify the NDEE and promptly repay loan and Loan Forgiveness funds issued by the NDEE to the extent these costs are covered by the other funding.
- (6) Notice of annulment of any Loan Forgiveness shall be by registered mail, return receipt requested.
- (7) Additional changes to the Subsidies not specified in the stipulations herein shall be made through the amendment procedure as established by this Loan Agreement.

**PART IV**

**ACCEPTANCE**

In accepting this award, the Borrower agrees that:

- (1) The undersigned represents that they are duly authorized to act on behalf of the City of Seward, Nebraska;
- (2) The award is subject to the applicable provisions of §71-5322 et. seq., as amended, the Federal Act, and Regulations, and that acceptance of any payments constitutes an agreement by the Borrower that the amounts, if any, found by the state to have been overpaid, shall be refunded or credited in full to the State of Nebraska; and
- (3) If the Borrower receives funding from any source for any portion of the Project Costs for which a portion of the Loan Amount and Loan Forgiveness have been disbursed and is outstanding under this Loan Agreement, the recipient will notify the NDEE immediately and such portion of the Loan Amount and Loan Forgiveness amount shall become immediately due and payable.

IN WITNESS THEREOF, the parties hereto agree to the information and stipulations herein.

CITY OF SEWARD, NEBRASKA

By \_\_\_\_\_  
*(signature)*

Title Mayor

Date \_\_\_\_\_

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

By \_\_\_\_\_  
*(signature)*

Title Director

Date \_\_\_\_\_

2. Approve Plans, Specifications, and a Cost Estimate for the Seward South Water Tower Project and Authorize the City to Advertise for Bids - City Engineer Oneby

# 500,000 GALLON WATER TOWER

## SEWARD, NEBRASKA

### 2022

**olsson**

601 P Street, Suite 200  
P.O. Box 84608  
Lincoln, NE 68508  
TEL 402.474.6311  
FAX 402.474.5160  
www.olsson.com

CITY OF SEWARD

MAYOR

JOSHUA EICKMEIER

COUNCIL MEMBERS

ELLEN BECK  
JESSICA KOLTERMAN  
MATT STRYSON  
SID KAMPRATH  
JOHN SINGLETON  
ALYSSA HENDRIX  
JONATHAN WILKEN  
KARL MILLER

CITY ADMINISTRATOR

GREG BUTCHER

CLERK

DEREK BARGMANN

CITY ENGINEER

MICHAEL ONEBY, PE

WATER/WASTEWATER SUPERINTENDENT

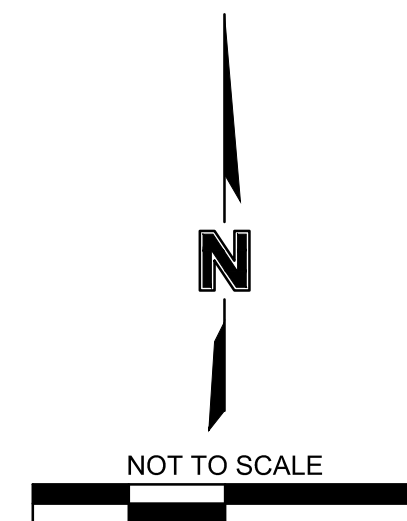
TIM RICHTIG

FINANCE DIRECTOR/TREASURER

NICHOLAS WOLF

CITY ATTORNEY

KELLY HOFFSCHNEIDER



PROJECT LOCATION

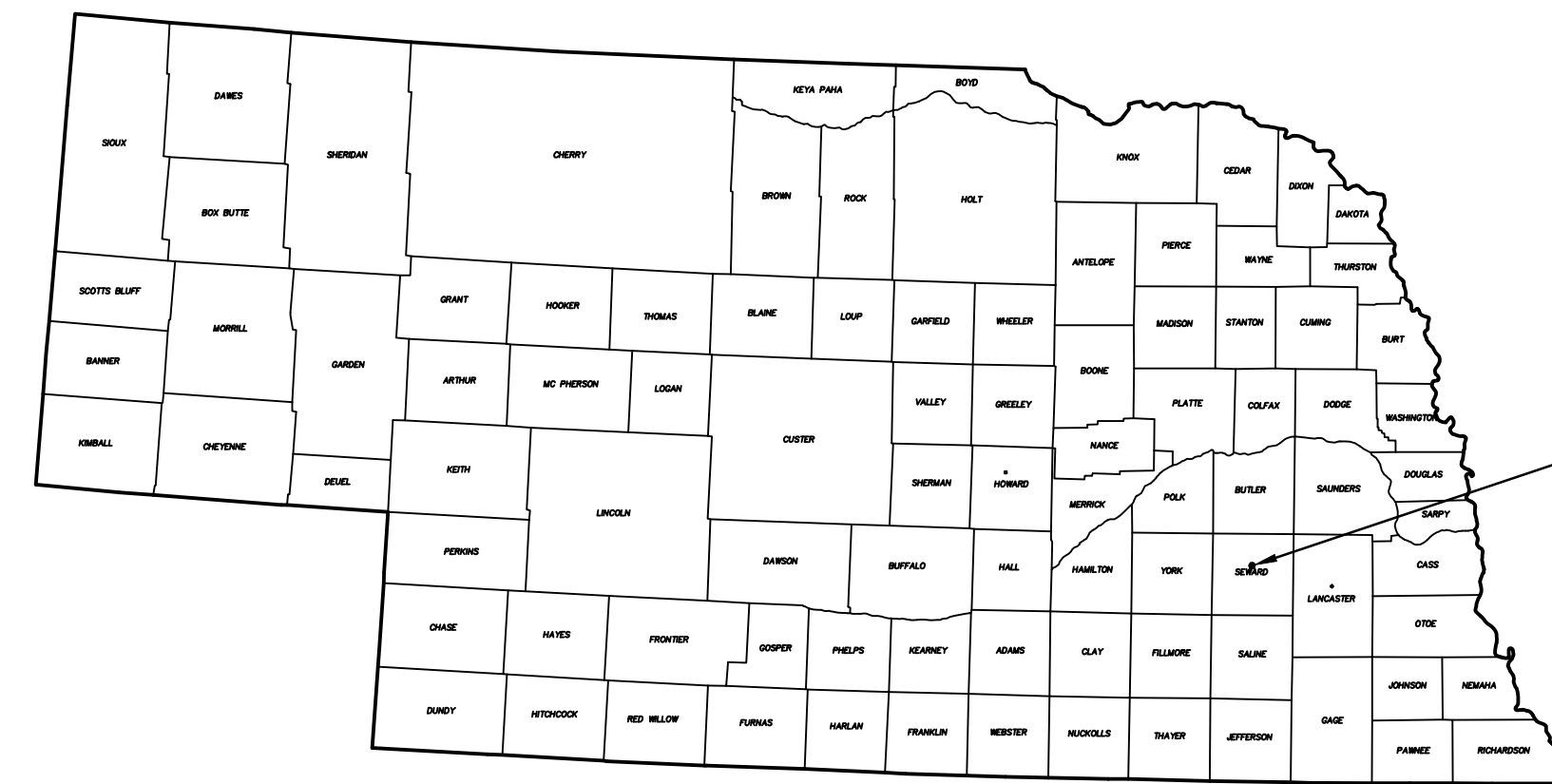
LOCATION MAP

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
GENERAL	
G-001	COVER SHEET
G-002	GENERAL NOTES & WATER SYSTEM SCHEMATIC
G-003	ABBREVIATIONS AND ANNOTATIONS LEGEND
G-004	LINE TYPES, SURVEY NOTES AND LEGEND
CIVIL	
C-100	EXISTING SITE PLAN
C-101	SITE PAVEMENT AND SIDEWALK DEMOLITION PLAN
C-102	OVERALL SITE PLAN
C-103	SITE PIPING PLAN
C-104	SITE GRADING PLAN
C-105	PLAN & PROFILE STA 10+00 - 12+84.17
C-106	PLAN & PROFILE STA 20+00 - 21+14.67
C-107	PLAN & PROFILE STA 30+00 - 31+65.13 & DETAILS
C-501	WATER TOWER DETAILS
C-502	MISC DETAILS
C-503	WATER TOWER DETAILS
C-504	WATER TOWER OVERFLOW DETAILS
C-505	EXISTING 200,000-GALLON WATER TOWER DEMO
C-506	EXISTING 200,000-GALLON WATER TOWER
C-507	SIDEWALK & PAVING PLAN
C-508	SIDEWALK & PAVEMENT DRAINAGE PLAN
C-509	LANDSCAPING PLAN
ELECTRICAL	
E-100	ELECTRICAL SITE PLAN
E-102	PLANS AND DETAILS
INSTRUMENTATION	
I - 101	NETWORK ARCHITECTURE
I - 102	CONTROL WIRING
I - 501	INSTRUMENT DETAILS
I - 502	GENERAL NOTES AND SCOPE
I - 503	INSTRUMENTATION AND IO SCHEDULES

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REV. NO.	DATE	REVISIONS DESCRIPTION

COVER SHEET	500,000 GALLON WATER TOWER	2022
SEWARD, NEBRASKA		



SEWARD, NEBRASKA

DIAL BEFORE YOU DIG

THE CONTRACTOR SHALL CONTACT "Nebraska811", AT LEAST 48 HOURS PRIOR TO AND NOT MORE THAN TEN WORKING DAYS BEFORE ANY DIGGING OR EXCAVATING WILL TAKE PLACE. ALL LOCATION REQUESTS ARE TO BE MADE THROUGH "Nebraska811" AT 811 (TOLL FREE) OR 1-800-331-5666 (STATEWIDE).



COORDINATING PROFESSIONAL  
I, OWEN KILLHAM, AM THE COORDINATING PROFESSIONAL FOR THE SEWARD WATER TOWER & TRANSMISSION MAIN PROJECT, SEWARD, NEBRASKA.

drawn by: CLN  
checked by: OMK  
approved by: OMK  
QA/QC by: CTR  
project no.: 019-3180  
drawing no.:  
date: 09/02/2022

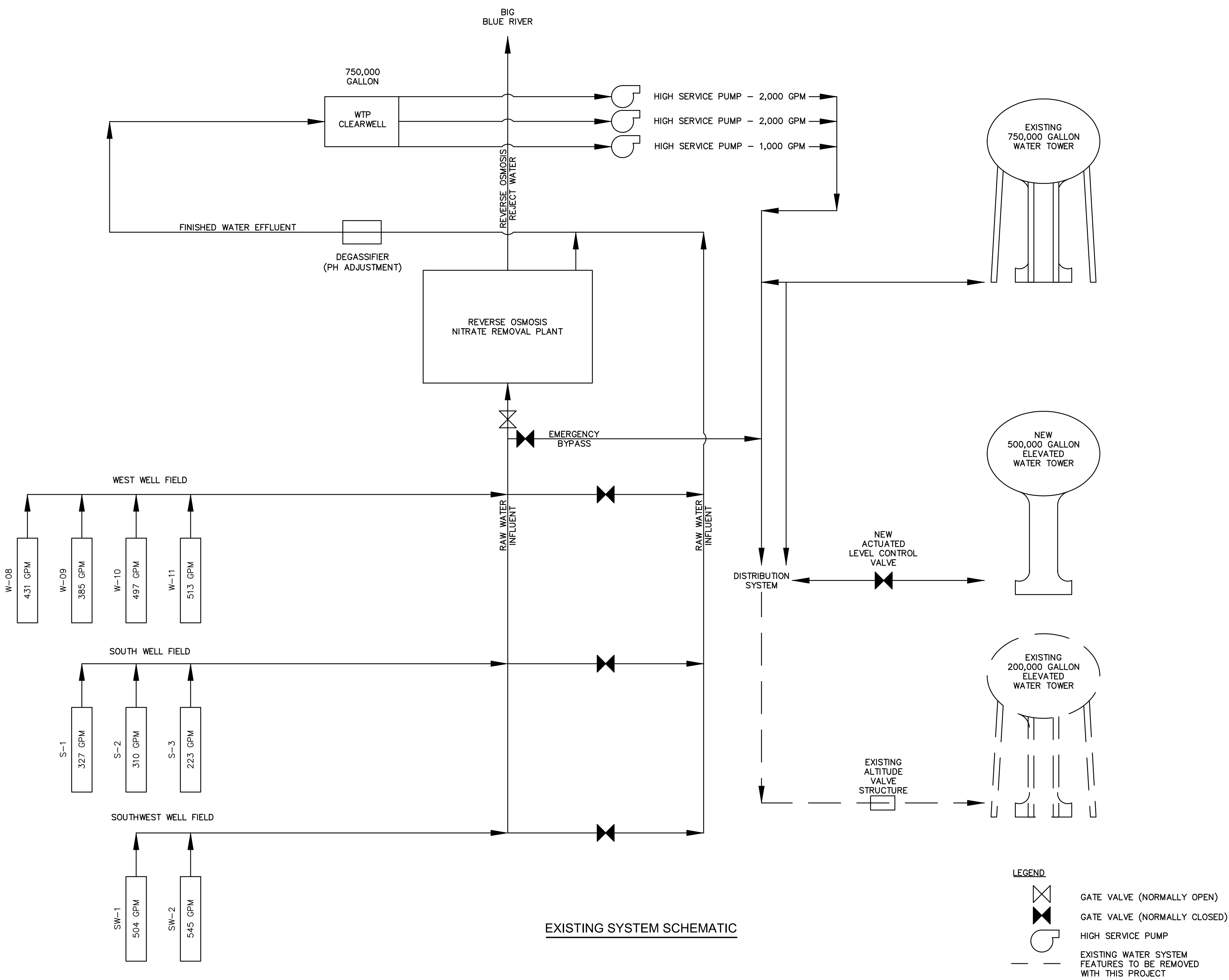
WHEN THIS DRAWING IS PRINTED TO THE SCALE SHOWN, THE BAR SHOWN BELOW WILL BE 1" LONG.

DWG: F:\2019\3001-3500\019-3180-40-Design\AutoCAD\Final Plans\Sheets\WTWW\_P\_TTL01\_0193180.dwg  
 DATE: Sep 01, 2022 8:39am  
 USER: cineison  
 XREFS: P\_PTBK\_0193180

**GENERAL NOTES**

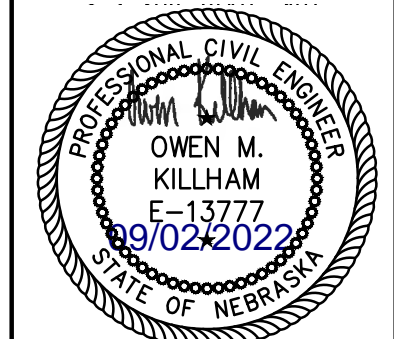
- CONTRACTOR SHALL BE FAMILIAR WITH AND IS RESPONSIBLE TO ENSURE ALL EXCAVATIONS ARE MADE IN ACCORDANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION STANDARDS AND ALL ASSOCIATED AMENDMENTS AND REVISIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR OWN SAFETY PLAN AND PROVIDING PROPERTY SAFETY EQUIPMENT FOR EMPLOYEES IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING, PAYING FEES, AND ADHERING TO PERMITS AS REQUIRED AS INDICATED WITHIN CONTRACT DOCUMENTS, INCLUDING LAND DISTURBANCE, AND CONSTRUCTION PERMITS (INCLUDING ALL REQUIRED NOTIFICATIONS).
- CONTRACTOR RESPONSIBLE TO ENSURE ALL CONSTRUCTION OPERATIONS ARE WITHIN PUBLIC RIGHT-OF-WAY AND/OR CONSTRUCTION AREAS AS SHOWN ON THE CONSTRUCTION DOCUMENTS.
- THE CONSTRUCTION DOCUMENTS (E.G. CONTRACT, BOND, INSURANCE CERTIFICATE, SPECIFICATIONS, AND CONSTRUCTION PLANS) ARE ESSENTIAL AND A REQUIREMENT IN ONE PART IS AS BINDING AS THOUGH OCCURRING IN ALL. THUS, THE CONSTRUCTION DOCUMENTS ARE COMPLEMENTARY IN NATURE. THE DOCUMENTS DESCRIBE AND PROVIDE THE COMPLETE CONSTRUCTION PROJECT. THE CONTRACTOR MAY NOT TAKE ADVANTAGE OF ANY APPARENT CONSTRUCTION PROJECT ERRORS OR OMISSIONS. THE CONTRACTOR SHALL NOTIFY THE INSPECTOR PROMPTLY OF ANY OMISSIONS OR ERRORS. IN THE CASE OF A DISCREPANCY BETWEEN PARTS OF THE CONSTRUCTION DOCUMENTS, THE MOST STRINGENT CONSTRUCTION METHODOLOGY SHALL RULE.
- THE EXISTENCE OF UTILITIES AND STRUCTURES (UNDERGROUND, SURFACE, OR OVERHEAD) ARE INDICATED ONLY TO THE EXTENT THAT SUCH INFORMATION WAS MADE AVAILABLE TO OR DISCOVERED BY THE ENGINEER IN PREPARING THE DRAWINGS. NOT ALL LOCATIONS, CONFIGURATIONS, AND ELEVATIONS OF EXISTING UTILITIES (I.E. UNDERGROUND POWER, TELEPHONE, FIBER OPTIC CABLE, DUCTWAYS, SPRINKLERS SYSTEMS, SEPTIC SYSTEM, WATER, GAS, SEWER SERVICE LINES, ETC.) ARE INDICATED. OTHER UTILITIES AND STRUCTURES MAY BE PRESENT. PRIOR TO START OF CONSTRUCTION ACTIVITY, CONTRACTOR TO CONTACT THE DIGGERS HOT LINE OF NEBRASKA FOR UTILITY LOCATION BY DIALING 811.
- THE CONTRACTOR SHALL NOTIFY ALL IMPACTED UTILITY COMPANIES, VIA ONE CALL (DIAL 811 OR 800-331-5666), 48 HOURS BEFORE WORK IS STARTED TO VERIFY UTILITY LOCATIONS. THE PROTECTION, TEMPORARY SUPPORT, ADJUSTMENT, OR RELOCATION ON ANY UTILITIES AND STRUCTURES (UNDERGROUND, SURFACE, OR OVERHEAD) SHALL BE COORDINATED WITH THE OWNER OF EACH UTILITY BEFORE CONSTRUCTION IS STARTED.
- THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING DEPTH OF ALL UTILITIES AND OVERHEAD INTERFERENCES WHICH MAY AFFECT THEIR OPERATION DURING CONSTRUCTION AND SHALL TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO SAME. NO EXCAVATION WILL BE PERMITTED UNTIL ALL SUCH UTILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT EXISTING UTILITY LINES, STRUCTURES AND STREET IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE, FROM DAMAGE, AND ALL SUCH IMPROVEMENT OR STRUCTURES DAMAGED BY THE OTHER CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR REPLACED SATISFACTORY TO THE INSPECTOR AND OWNING UTILITY COMPANY AT THE EXPENSE OF THE CONTRACTOR.
- TOPOGRAPHIC DATA AND EXISTING INFRASTRUCTURE ON PLANS IS FOR THE INFORMATION OF THE CONTRACTOR ONLY. INFORMATION NOT SHOWN ON PLANS IS FOR CLARIFICATION AND VISUALIZATION PURPOSES. CONTRACTOR TO FIELD VERIFY ALL WORK OF OTHER POTENTIAL CONFLICTS.
- THE CONTRACTOR MUST ADHERE TO GOOD HOUSEKEEPING BEST MANAGEMENT PRACTICES AT ALL TIMES. GOOD HOUSEKEEPING BEST MANAGEMENT PRACTICES FOCUS ON KEEPING THE WORK SITE CLEAN AND ORDERLY WHILE HANDLING MATERIALS AND WASTE IN A MANNER THAT ELIMINATES THE POTENTIAL FOR POLLUTANT RUNOFF.
- SPECIAL CONSTRUCTION REQUIREMENTS, TEMPORARY PROTECTIVE FENCING OR BARRICADES, AND SPECIAL SURFACE RESTORATION REQUIREMENTS AT CERTAIN LOCATIONS MAY BE INDICATED ON THE DRAWINGS TO BRING CONTRACTORS ATTENTION TO SENSITIVE AREAS. THE CONTRACTOR SHALL PROVIDE APPROPRIATE MEASURES OF PROTECTION AND RESTORATION AT LOCATIONS AS REQUIRED BY CONSTRUCTION OPERATIONS, AND AS DIRECTED BY THE ENGINEER.
- THE EXISTING TOPSOIL AT ALL AREAS WHICH IS TO BE DISTURBED DURING CONSTRUCTION SHALL BE STRIPPED AT A DEPTH OF 12 INCHES PRIOR TO EXCAVATION AND STOCKPILED. THE STOCKPILED TOPSOIL SHALL BE SPREAD OVER ALL AREAS WHICH ARE SCHEDULED TO BE SEEDDED.
- CONTRACTOR TO MAINTAIN DRAINAGE DURING CONSTRUCTION AND RESTORE TO EXISTING CONDITIONS AFTER COMPLETION. UNLESS NOTED OTHERWISE, DISTURBED AREAS TO BE RETURNED TO ORIGINAL GRADE. CONTRACTOR RESPONSIBLE FOR SITE STABILIZATION AND RESEEDING DISTURBED AREA.
- FENCES, TREES/BUSHES, SIGNS, OR OTHER IMPROVEMENTS REQUIRED TO BE DISTURBED OR REMOVED TO PERMIT CONSTRUCTION SHALL BE RESTORED OR REPLACED IN THE SAME LOCATION AND IN A CONDITION AS GOOD AS OR BETTER THAN THAT IN WHICH THEY WERE FOUND. DISTURBANCE OR REMOVAL/REPLACEMENT SHALL REQUIRE APPROVAL FROM OWNER. THIS WORK SHALL BE CONSIDERED A SUBSIDIARY OBLIGATION OF THE CONTRACTOR.
- CONTRACTOR SHALL MAKE OWN DETERMINATION OF EXISTING SUBSURFACE CONDITIONS. ANY SUBSURFACE INVESTIGATION REPORTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY, IF MADE AVAILABLE. CONTRACTOR SHALL DISPOSE OF ALL UNSUITABLE MATERIALS ENCOUNTERED IN THE REMOVAL AND GRADING OPERATIONS OFF THE PROJECT SITE, INCLUDING CONCRETE, ASPHALT, BRICK, ROCK, ETC. SUITABLE EXCESS MATERIAL MAY BE UTILIZED FOR FILL; NO UNSUITABLE MATERIAL SHALL BE USED FOR BACKFILLING. THE COST FOR DISPOSAL OF UNSUITABLE OR EXCESS MATERIAL SHALL BE CONSIDERED A SUBSIDIARY OBLIGATION OF THE CONTRACTOR.
- CONTRACTOR RESPONSIBLE FOR SHEETING, SHORING, OR BRACING ALL UTILITY INFRASTRUCTURE (I.E. PIPING, STRUCTURES, POLES, ETC.) AND/OR TRENCHES AS REQUIRED TO MAINTAIN STABILITY DURING CONSTRUCTION UNLESS OTHERWISE NOTED. CONTRACTOR SHALL COORDINATE SUPPORT OR RELOCATION OF UTILITIES WITH OWNER AS NECESSARY.
- CONTRACTOR PARKING AND STAGING AREAS MAY NOT IMPEDE FLOW OF TRAFFIC ON ROADWAYS ADJACENT TO PROJECT AREA.

- CONTRACTOR SHALL NOT PLACE FILL OR WASTE MATERIAL ON ANY PRIVATE PROPERTY WITHOUT PRIOR WRITTEN AGREEMENT WITH THE PROPERTY OWNER. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN AREAS WITHOUT WRITTEN PERMISSION, HE SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL, AND HE SHALL MOVE THE MATERIAL AT HIS OWN COST IF THE OWNER SO DIRECTS.
- CONTRACTOR SHALL AVOID PLACING EXCESSIVE AMOUNTS OF EXCAVATED OR EMBEDMENT MATERIALS ABOVE OTHER EXISTING PIPELINES IN ORDER TO AVOID DAMAGING THESE FACILITIES.
- OWNERS OPERATIONS SHALL NOT BE IMPACTED BY CONSTRUCTION ACTIVITIES UNLESS PREVIOUSLY APPROVED BY OWNER.
- BEFORE FINAL COMPLETION OF THIS WORK, ALL ROADWAYS, SLOPES, DITCHES, SIGNS, AND BERMS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
- CONTRACTOR SHALL DOCUMENT ALL PRECONSTRUCTION CONDITIONS AS INDICATED IN THE SPECIFICATIONS.



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REV. NO.	DATE	REVISIONS DESCRIPTION

**GENERAL NOTES & WATER SYSTEM SCHEMATIC**

500,000 GALLON WATER TOWER

SEWARD, NEBRASKA

2022

drawn by: CLN  
 checked by: OMK  
 approved by: OMK  
 QA/QC by: CTR  
 project no.: 019-3180  
 drawing no.:  
 date: 09/02/2022

**ABBREVIATIONS**

AB	ANCHOR BOLT	DET	DETAIL	DUH	HYDRONIC UNIT HEATER, HOT WATER UNIT HEATER	PNT	PAINT	V	VALVE, VOLT, VENT
AC	AIR CONDITIONING	DH	DOOR HEIGHT	HV	HOSE VALVE	POLY	POLYMER	VAC	VACUUM
ACST	ACOUSTICAL	DI	DIAMETER	HVAC	HEATING, VENTILATING AND AIR CONDITIONING	POT	POSITION	VANE	VANEAXIAL
AD	ACCESS DOOR, AREA DRAIN, AIR DAMPER, ANODE, AUTOMATIC DAMPER	DIA	DIAMETER	HVU	HEATING VENTILATION UNIT	PP	POINT ON TANGENT	VAT	VINYL ASBESTOS TILE
ADJ	ADJUSTABLE, ADJACENT	DIF	DIFFUSER	HW	HEATING WATER EXPANSION TANK	PPV	PRESSURE RELIEF VALVE	VB	VACUUM BREAKER
ADMIN	ADMINISTRATION	DIP	DIMENSION	HWT	HOT WATER TANK	PROP	PROPELLER	VC	VERTICAL CURVE, VICTAULIC COUPLING
AFD	ADJUSTABLE FREQUENCY DRIVE	DISCH	DISCHARGE	HWL	HIGH WATER LEVEL	PRS	PRESSURE REDUCING STATION	VCD	VOLUME CONTROL DAMPER
AFF	ABOVE FINISH FLOOR	DISP	DISPENSER	HWP	HEATING WATER PUMP	PRV	POWER ROOF VENTILATOR	VCP	VITRIFIED CLAY PIPE
AH	AHEAD, ACCESS HATCH	DIST	DISTRIBUTION	HWR	POTABLE HOT WATER CIRCULATING	PS	PRESSURE REDUCING VALVE	VCU	VOLUME CONTROL UNIT
AHU	AIR HANDLING UNIT	DIV	DIVISION	HYDRO	HYDROPNEUMATIC	PSI	POUNDS PER SQUARE INCH	VERT	VERTICAL
AL	ACTIVE LEAF	DL	DEAD LOAD	I	INDICATOR, INTAKE	PSIG	POUNDS PER SQUARE INCH GAUGE	VF	VACUUM FILTER
ALT	ALTERNATE, ALTERNATIVE	DM	DAMPER MOTOR	ID	INSIDE DIAMETER, INLET DAMPER	PT	POINT OF TANGENCY	VFC	VARIABLE FREQUENCY CONTROLLER
ALUM	ALUMINUM	DN	DOWN	IF	INSIDE FACE	PV	PLUG VALVE	VFD	VARIABLE FREQUENCY DRIVE
AP	ACCESS PANEL	DO	DOOR OPENING	IH	INTAKE HOOD	PVCS	PINE VALLEY PUMPING STATION	VFI	VACUUM FAULT INTERRUPTER
APPR	APPROACH	DPDT	DOUBLE POLE DOUBLE THROW	IN	INCHES	PW	POTABLE WATER	VIB	VIBRATION
APPROX	APPROXIMATE	DPR	DAMPER	INC	INCORPORATED	PWR	POTABLE WATER RETURN	VPI	VERTICAL POINT OF INTERSECTION
ARCH	ARCHITECTURAL	DPST	DOUBLE POLE SINGLE THROW	INCR	INCREASE	PWS	POTABLE WATER SUPPLY	W	WEST, WIDTH, WINDOW, WATT
AS	AMMETER SWITCH	DPT	DOUBLE POLE TRANSMITTER	INST	INSTRUMENT	QT	QUARRY TILE	W/	WITH
ASSY	ASSEMBLY	DR	DRAIN	INSUL	INSULATE (ATION), (ING)	R	RADIUS, RISER	WB	WALLBOARD
AUTO	AUTOMATIC	DWG(S)	DRAWING(S)	INT	INTERIOR, INTERNAL	RA	REACTION AIR, RETURN AIR	WC	WATER COLUMN
AUX	AUXILIARY	DWL(S)	DOWEL(S)	INV	INVERT	RCP	REINFORCED CONCRETE PIPE	WD	WOOD, WIDTH
AWG	AMERICAN WIRE GAGE	DV	DRAIN VALVE, DISCHARGE VALVE	IPS	IRON PIPE SIZE	RCCP	REINFORCED CONCRETE CULVERT PIPE	WF	WALL FITTING
B	BEAM, BELT DRIVE	E	EAST, ELECTRIC	JAN	JANITOR	RD	ROOF DRAIN, ROAD, RETURN DIFFUSER	WH	WALL HYDRANT, WALL HEATER
B TO B	BACK TO BACK	EA	EACH, EXHAUST AIR	JC	JUNCTION CABINET	RDL	ROOF DRAIN LEADER	WL	WATER LEVEL
BA	BEARING AREA	EC	END CURVE	JT	JOINT	RECIRC	RECIRCULATING	WM	WATER METER
BAL	BALANCE	ECC	ECCENTRIC	K	KIPS	RED	REDUCE (R), (ING)	WO	WINDOW OPENING
BC	BEGIN CURVE	ECC RED	ECCENTRIC REDUCER	KCM	THOUSAND CIRCULAR MILS	REG	REGULATOR, REGULATING	W/O	WITHOUT
BCV	BEGINNING OF VERTICAL CURVE	ED	EXHAUST DIFFUSER	KV	KILOVOLT	REF	REFERENCE	WP	WORKING POINT
BD	BOARD	EDW	EMERGENCY EYEWASH	KS	KITCHEN SINK	REFRIG	REFRIGERATION, REFRIGERATOR	WR	WATERPROOF, WEATHERPROOF
BD	BACKDRAFT DAMPER	EF	EACH FACE, EXHAUST FAN	L	LOUVER, LENGTH, LENGTH OF CURVE	REIN	REINFORCING	WS	WASTE RECEPTACLE
BF	BLIND FLANGE	EG	EXHAUST GRILLE	LAB	LABORATORY	REM	REMOVABLE	W	WATER SUPPLY, WATER SURFACE, WATER STOP
BFV	BUTTERFLY VALVE	EJ	EXPANSION JOINT	LAM	LAMINATE(D)	REQD	REQUIRED	WW	WETWELL, WASHWATER
BH	BASEBOARD HEATER	EL	ELEVATION	LAV	LAVATORY	RH	ROUGH OPENING	WWF	WELDED WIRE FABRIC
BHP	BRAKE HORSEPOWER	ELEV	ELEVATION	LB(S)	POUNDS	RHS	ROUND HEAD, RIGHT HAND, ROUND HEAD	WWR	WASH WATER RECOVERY
BITUM	BITUMINOUS	EM	EMERGENCY	LH	LEFT HAND	RM	ROOM	WV	WATER VALVE, WATER CONTROL VALVE
BK	BACK	ENCL	ENCLOSURE	LIN	LINEAL, LINEAR	RO	ROUGH OPENING	x	BY
BL	BOTTOM LEVEL	ENT	ENTRANCE	LJ	LONGITUDINAL JOINT	ROW	RIGHT OF WAY	XFMR	TRANSFORMER
BLDG	BUILDING	EOL	END OF LINE	LO	LOUVER OPENING	RPM	REVOLUTIONS PER MINUTE	YH	YARD HYDRANT
BLK	BLOCK	EPV	ECCENTRIC PLUG VALVE	LP	LOW PRESSURE, LIGHT POLE, LOW POINT, LIGHTING PANEL	RR	RETURN REGISTER	&	AND
BM	BENCHMARK	EQ	EQUAL, EQUATION	LPS	LOW PRESSURE SWITCH	RT	RIGHT	@	AT
BOD	BOTTOM OF DUCT ELEVATION	EQUIP	EQUIPMENT	LR	LONG RADIUS	RSC	RIGID STEEL CONDUIT	CL	CENTERLINE
BOL	BEGINNING OF LINE	ER	EXHAUST REGISTER	LS	LABORATORY SINK, LEVEL SWITCH	RTU	ROOF TOP UNIT	∠	DEFLECTION ANGLE
BOT	BOTTOM	ES	EMERGENCY SHOWER OR EXPOSED STRUCTURE	LT	LEFT	RV	REGULATING VALVE	∅	DIAMETER
BPMK	BASEPLATE MARK NUMBER	EVC	END OF VERTICAL CURVE	LVL	LEVEL	RWP	RAW WASTE PUMP	#	NUMBER
BR	BOILER	EW	EACH WAY	LWL	LOW WATER LEVEL	S	SOUTH, SEWER	%	PERCENT
BRG	BEARING	EWEF	EACH WAY EACH FACE	MACH	MACHINE	SA	SUPPLY AIR		
BRK	BRICK	EXP	EXISTING	MAINT	MAINTENANCE	SCD	SMOKE CONTROL DAMPER		
BS	BOTH SIDES	EXPJT	EXPANSION, EXPOSED EXPANSION JOINT	MAN	MANUAL	SCHED	SCHEDULE		
BSMT	BASEMENT	EXT	EXTENSION, EXTERIOR, EXTERNAL	MAS	MASONRY	SCV	SPRINKLER CONTROL VALVE		
B&S	BELL AND SPIGOT	F	DEGREES FAHRENHEIT, FLUORIDE	MATL	MATERIAL	SD	SUPPLY DIFFUSER, SMOKE DAMPER		
BTU	BRITISH THERMAL UNIT	FB	FACE BRICK	MAX	MAXIMUM	SEC	SECOND		
BTUH	BRITISH THERMAL UNIT-HOUR	FBD	FACE AND BYPASS DAMPER	MB	MACHINE BOLT	SECT	SECTION		
BU	BELL-UP	FC	FLEXIBLE CONNECTION, FLOW CONTROL, FAN COIL, FIRE CODE	MC	MECHANICAL COUPLING	SG	SUPPLY GRILLE, SLUCE GATE		
BUR	BUILT UP ROOFING	F TO F	FACE TO FACE	MCC	MOTOR CONTROL CENTER	SH	SHEET, SHOWER		
BV	BALL VALVE	FB	FACE BRICK	MECH	MECHANICAL	SM	SIMILAR		
BVC	BEGIN VERTICAL CURVE	FCA	FLANGED COUPLING ADAPTER	MED	MEDIUM	SM	SHEET METAL		
C	COUNTER, COOLING (MAKE ON RISE), CONDUIT	FCO	FLOOR CLEAN OUT	MET	METAL	SMD	SMOKE DETECTOR		
CB	CATCH BASIN	FD	FLOOR DRAIN, FIRE DAMPER	MFR	MANUFACTURE(R)	SQ	SQUARE		
CBD	COUNTERBALANCE BACKDRAFT DAMPER	FFE	FINISHED FLOOR ELEVATION	MG	MILLION GALLONS	SP	EXTERNAL STATIC PRESSURE (INCHES WATER), STEEL PIPE		
CC	DAMPER	FH	FLAT HEAD, FIRE HYDRANT	MGD	MILLION GALLONS PER DAY	SR	SUPPLY REGISTER		
CD	COOLING COIL	FHMS	FLAT HEAD MACHINE SCREW	MH	MANHOLE, MOUNTING HEIGHT	SS	STAINLESS STEEL, SAMPLE SINK		
CEN	CENTRIFUGAL	FIN	FINISH	MIN	MINIMUM	SSK	SERVICE SINK		
CFM	CABINET FAN	FL	FLOOR, FLOW LINE, FLANGE	MISC	MISCELLANEOUS	SST	SYSTEM STATIC TRANSMITTER		
C&G	CUBIC FEET PER MINUTE	FLX	FLEXIBLE	MJ	MECHANICAL JOINT	ST	SELF TAPPING		
CHKD	CURB AND GUTTER	FLG	FLANGE, FLASHING	MLS	MANUAL LOADING STATION	STA	STATION		
CHKD	CHECKERED	FLP	FLUOROPOLYMER PAINT	MS	MASONRY OPENING, MOTOR OPERATED, MIDDLE ORDINATE MACHINE SCREW	STD	STANDARD		
FL	CHECKERED PLATE	FNDN	FOUNDATION	MSB	MAIN SWITCH BOARD	STL	STEEL		
CHWR	CHILLED WATER RETURN	FRP	FIBERGLASS REINFORCED PLASTIC PIPE	MSL	MEAN SEA LEVEL	STR	STRUCTURAL		
CHWS	CHILLED WATER SUPPLY	FS	FLOOR SLEEVE, FLOAT SWITCH, FLOW SWITCH	MTD	MOUNTED	SUSP	SUSPENDED		
CI	CAST IRON	FT	FOOT, FINNED TUBE	MTR	MOTOR	SV	SHUTOFF VALVE		
CIH	CAST IRON MANHOLE	FTG	FOOTING	MXR	MIXER	SW	SERVICE WATER		
CIP	CAST IRON PIPE	FURN	FURNISH, FURNISHED	N	NORTH	SWGR	SWITCHGEAR		
CISP	CAST IRON SOIL PIPE	FV	FLAP VALVE	NA	NOT APPLICABLE	SYM	SYMMETRICAL		
CJ	CONTRACTION JOINT	FWD	FORWARD	NC	NORMALLY CLOSED	ST	STAIN		
CJT	CONTROL JOINT	FXC	FIRE EXTINGUISHER CABINET	NEC	NATIONAL ELECTRIC CODE	STRM	STORM SEWER		
CL*2	CHLORINE	G	GAS	NEUT	NEUTRAL	SSWR	SANITARY SEWER		
CL*2 (S) CLG	CHLORINE SOLUTION	GAL	GALLON	NH*3	AMMONIA	T	THERMOSTAT, TREAD, TRANSFORMER		
CLO	CLOSET	GALV	GALVANIZED	NO	NORMALLY OPEN	TAN	TANGENT		
CLR	CLEAR (ANCE)	GEN	GENERAL, GENERATOR	NO(S)	NORMALLY OPEN NUMBER(S)	T&B	TOP AND BOTTOM		
CMP	CORRUGATED METAL PIPE	GFI	GROUND FAULT INTERRUPTER	NOM	NOMINAL	TBM	TEMPORARY BENCHMARK		
CMU	CONCRETE MASONRY UNIT	GLV	GLOBE VALVE	NPT	NATIONAL PIPE THREAD	TC	TOWEL CABINET		
CO	CLEAN OUT	GND	GROUND	NPW	NONPOTABLE WATER	TCV	TEMPERATURE CONTROL VALVE		
COL	COLUMN	GPM	GALLONS PER MINUTE	NTS	NOT TO SCALE	TE	TEMPERATURE ELEMENT		
COMB	COMBINATION	GR	GRADE, GROOVE	OA	OUTSIDE AIR	TEMP	TEMPERATURE, TEMPORARY		
COMP	COMPRESSOR, COMPRESSED	GUH	GAS UNIT HEATER	OC	ON CENTER	TERM	TERMINAL		
CON	CONVECTOR	GT	GLAZED TILE	OD	OUTSIDE DIAMETER	TEX	TEXTURED		
CONC	CONCRETE	GV	GATE VALVE	OF	OVERFLOW	TH	TONGUE & GROOVE		
CONN	CONNECTION	GWB	GYPSPUM WALL BOARD	OH	OVERHEAD	THK	TEST HOLE		
CONST	CONSTRUCTION	GYP	GYPSPUM	OPER	OPERATING	THR	THRESHOLD		
CONT	CONTINUE (OUS), (ATION)	H	HEATING (MAKE ON FALL), HUMIDISTAT	OPNG	OPENING	TL	TOP LEVEL		
COR	CORNER	HB	HOSE BIBB	OPP	OPPOSITE	TOC	TOP OF CONCRETE, TOP OF CURB		
CORR	CORRIDOR, CORRUGATED	HCG	HARDWARE CLOTH GRILLE	OZ	OUNCE	TOS	TOP OF STEEL		
CPLG	COUPLING	HD	HEAD	OZG	OZONE FEED GAS	TRANS	TRANSFORMER, TRANSMITTER, TRANSFER		
CRS	COURSES	HE	HEAT EXCHANGER	OZO	OZONE OFF-GAS	TS	TEMPERATURE SWITCH		
CSC	CONTROL SWITCH, CONTROL STATION, CUP SINK	HEX	HEXAGONAL	P	POLYMER	TT	TEMPERATURE TRANSMITTER		
CSK	COUNTERSUNK	HF	HOSE FAUCET	PAV	PURGE AIR VENT	TYP	TYPICAL		
CT	CERAMIC TILE, CYCLE TIMER	HM	HOLLOW METAL	PEV	POWERED EXHAUST VENTILATOR	UH	UNIT HEATER		
C TO C	CENTER TO CENTER	HMC	HARNESSED MECHANICAL COUPLING	PC	POINT OF CURVE	UR	URINAL		
CTR(S)	CENTER(S)	HMJ	HARNESSED MECHANICAL JOINT	PCCP	PRESTRESSED CONCRETE CYLINDER	URD	UNDERGROUND RESIDENTIAL DISTRIBUTION		
CU	CUBIC	HORIZ	HORIZONTAL	PD	PIPE DIAMETER	USC & GS	UNITED STATES COAST & GEODETIC SURVEY		
CV	CHECK VALVE	HP	HORSEPOWER	PE	PLAIN END	USGS	UNITED STATES GEOLOGICAL SURVEY		
CW	COLD WATER	HR	HOUR, HANDRAIL	PG	PRESSURE GAUGE				
CWD	COOLING WATER DISCHARGE	HS	HIGH STRENGTH	PH	PIPE HANGER				
CWU	CHEMICAL SYMBOL FOR COPPER	HSW	HOT SERVICE WATER	PI	POINT OF INTERSECTION				
CU YD	CUBIC YARD	HSWR	HEATING SYSTEM WATER RETURN	PL	PLATE				
		HSWS	HEATING SYSTEM WATER SUPPLY	PLCS	PLATES				

**GENERAL NOTES:**

- THESE LEGENDS ARE COMPOSED OF STANDARD SYMBOLS AND ARE PERTINENT TO THE CONDITIONS OF THIS SET OF DRAWINGS TO THE EXTENT APPLICABLE.
- ADDITIONAL AND/OR SUPPLEMENTARY LEGENDS MAY APPEAR IN THIS SET OF DRAWINGS AND ARE TO PREVAIL (IN LIEU OF SYMBOLS SHOWN ON THIS SHEET) IN THE EVENT OF ANY DIFFERENCES.

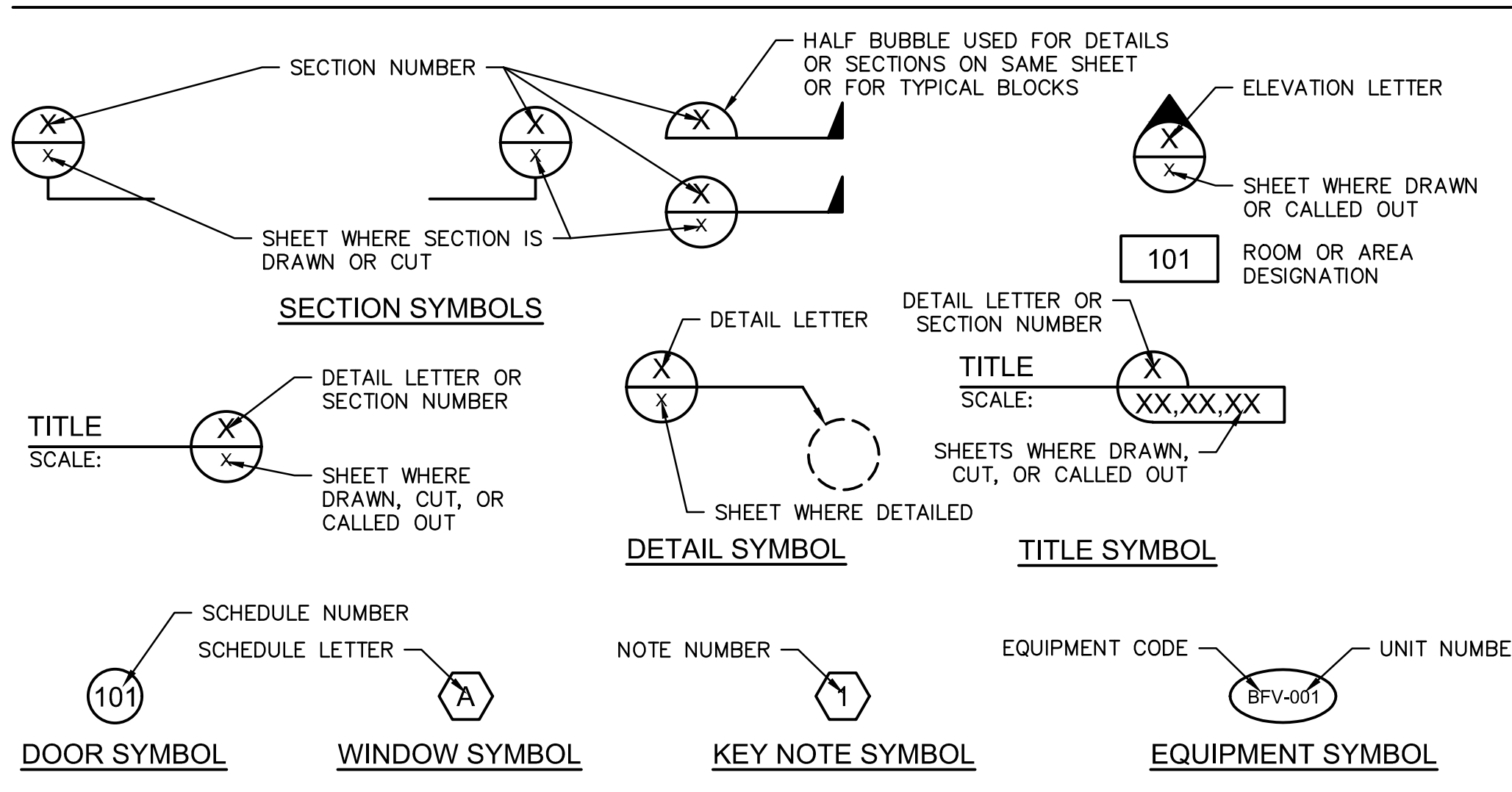
**STYLE LEGEND**

	NEW	EXISTING
ABOVE GRADE BUILDINGS, STRUCTURES		
BURIED BUILDINGS, STRUCTURES		
FUTURE BUILDINGS, STRUCTURES		

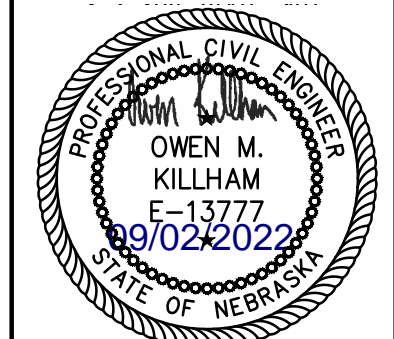
**MATERIALS LEGEND**

	EARTH OR GRADE		BRICK, FACE
	GRANULAR FILL (CRUSHED ROCK OR GRAVEL)		CONCRETE MASONRY UNITS (CMU)
	NEW CONCRETE (CUT)		CUT STONE, SAND FILL, GROUT MORTAR OR PLASTER
	EXISTING CONCRETE, PRECAST OR PRESTRESSED CONCRETE		CHECKERED PLATE (PLAN VIEW)
	WOOD, STUDS, BEAMS, JOISTS, ETC.		METAL (1" SCALE & LARGER)
	INSULATION (RIGID)		METAL (SMALL SCALE)
	INSULATION (BATT)		BAR GRATING
	RIPRAP		WOOD, SHEATHING, PANELING, DECKING, ETC.
	GEOCOMPOSITE SHEET DRAIN		DEMOLITION

**ANNOTATION LEGEND**



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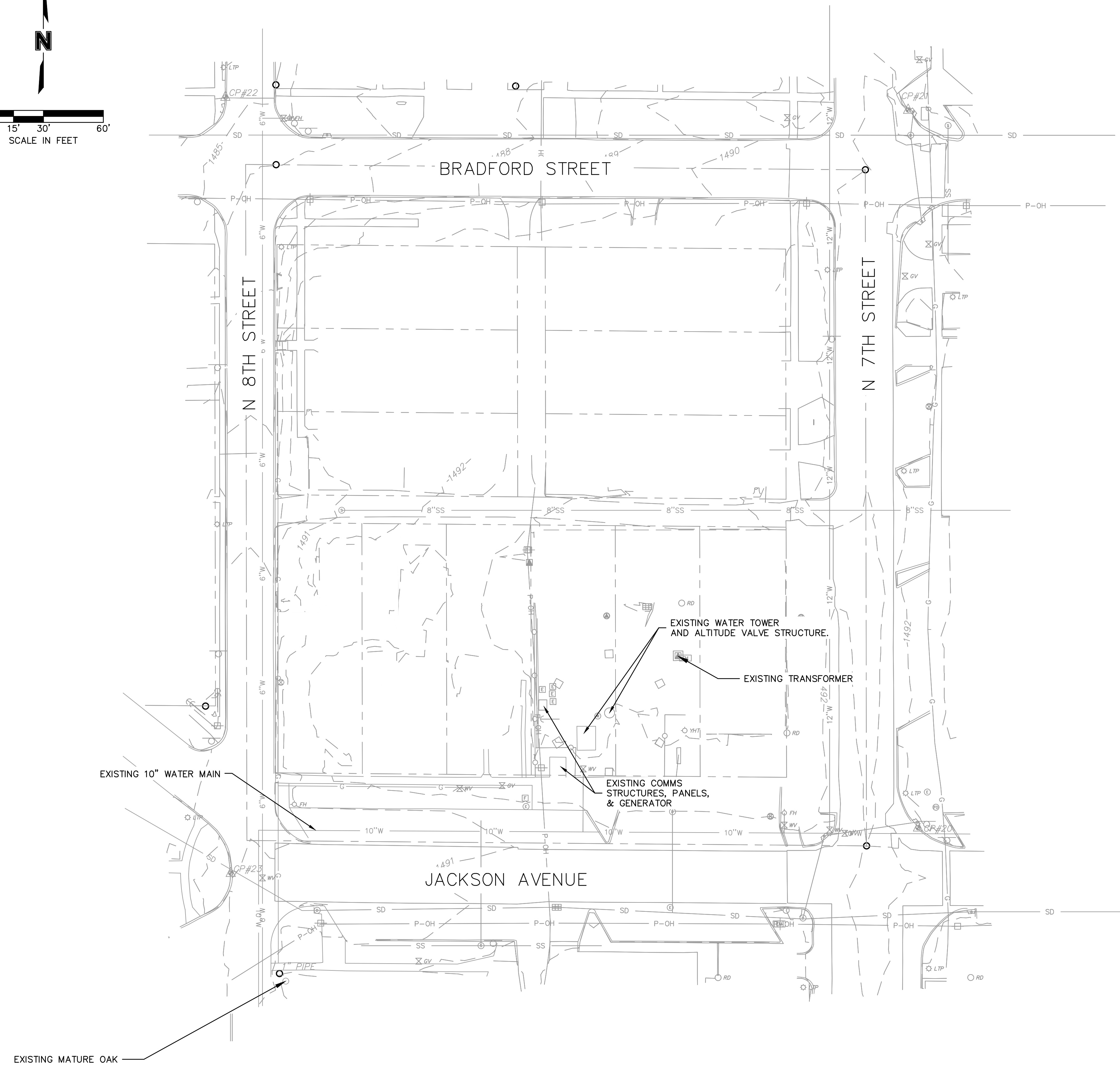
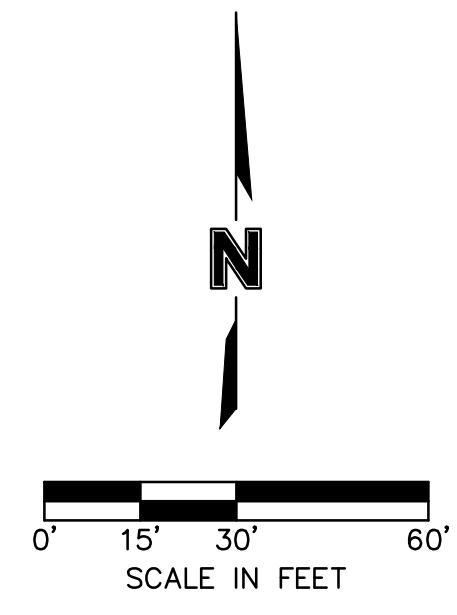
**ABBREVIATIONS AND ANNOTATIONS LEGEND**  
 500,000 GALLON WATER TOWER  
 SEWARD, NEBRASKA  
 2022

drawn by:	CLN
checked by:	OMK
approved by:	OMK
QA/QC by:	CTR
project no.:	019-3180
drawing no.:	09/02/2022

G-003  
 3 OF 28



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**NOTES:**

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THIS INCLUDES PRIVATE AND PUBLIC UTILITIES.
2. TREE SIZES ARE THE TRUNK SIZE AT APPROX. 3' FROM GROUND LEVEL. TREE CANOPY SIZES ARE NOT INCLUDED.
3. HORIZONTAL CONTROL IS: CITY OF SEWARD.
4. THE SURVEY SHOWS THE CONDITIONS AS OF SEPTEMBER 27, 2021. SITE IS CURRENTLY UNDERGOING DEMOLITION/CONSTRUCTION ACTIVITIES.

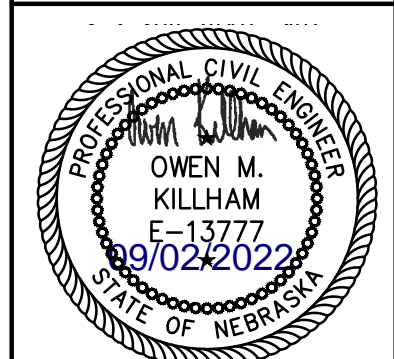
**CONTROL POINTS**

PNT.	NORTHING	EASTING	ELEV.	DESC.
20	148961.82	173195.12	1491.87	CHISELED 'X'
21	149321.33	173190.19	1491.29	CHISELED 'X'
22	149327.80	172848.04	1484.89	CHISELED 'X'
23	148939.08	172850.74	1490.49	CHISELED 'X'

**BENCHMARKS**

1. CHISELED 'X' ON TOP OF CURB, S. SIDE OF INLET AT NE. CORNER OF N. 7TH STREET AND JACKSON AVE.  
CONTROL POINT #20  
ELEV.=1491.87 (N.A.V.D. 1988)
2. CHISELED 'X' ON TOP OF CURB, N. SIDE OF INLET AT NE. CORNER OF N. 7TH STREET AND BRADFORD STREET.  
CONTROL POINT #21  
ELEV.=1491.29 (N.A.V.D. 1988)
3. CHISELED 'X' ON TOP OF CURB, S. SIDE OF E/W SIDEWALK AT NW. CORNER OF N. 8TH STREET AND BRADFORD STREET.  
CONTROL POINT #22  
ELEV.=1484.89 (N.A.V.D. 1988)
4. CHISELED 'X' ON TOP OF CURB, W. SIDE OF N. 8TH STREET, MID-POINT OF CURVE AT JACKSON AVENUE SPLIT.  
CONTROL POINT #23  
ELEV.=1480.49 (N.A.V.D. 1988)

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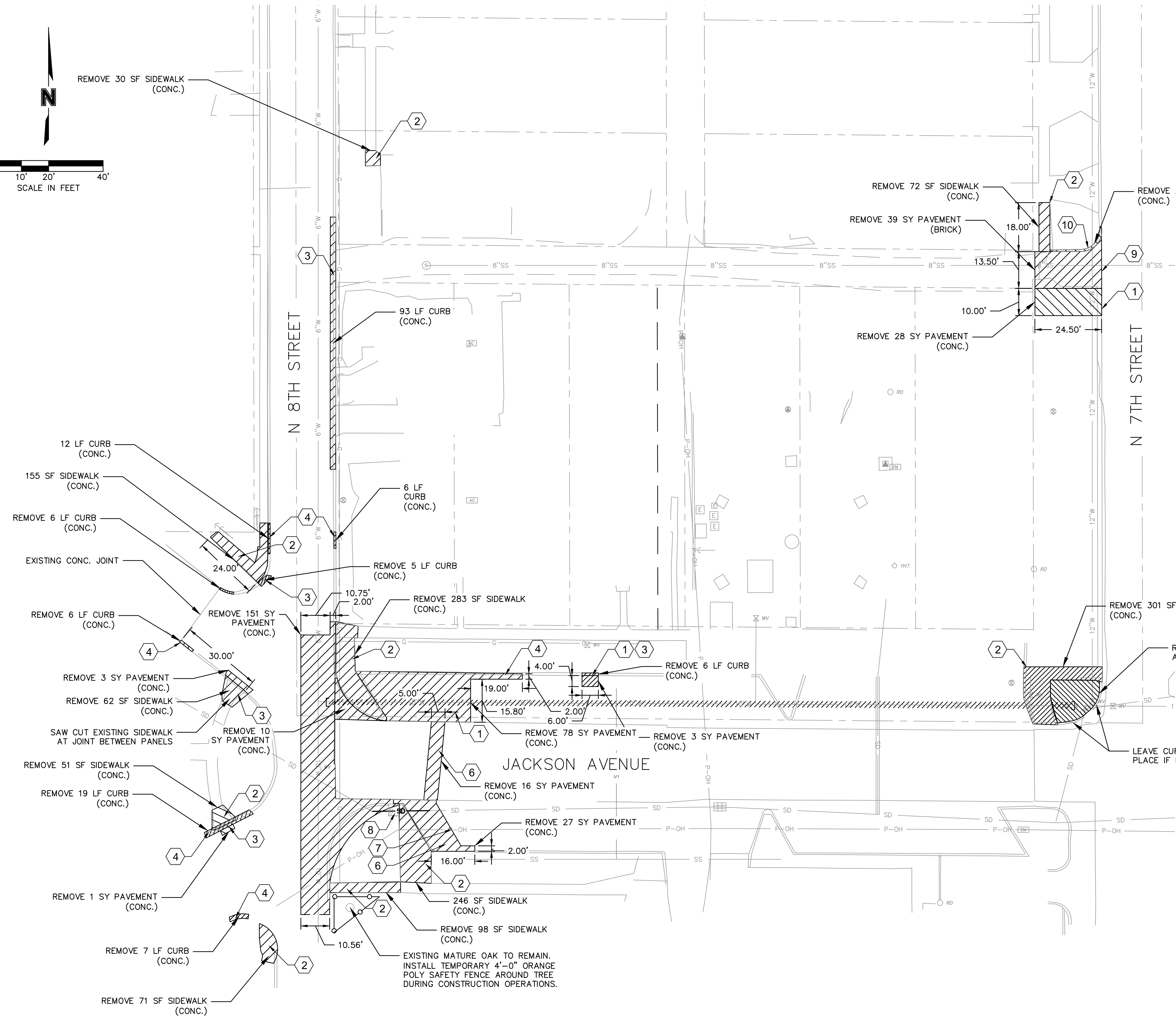
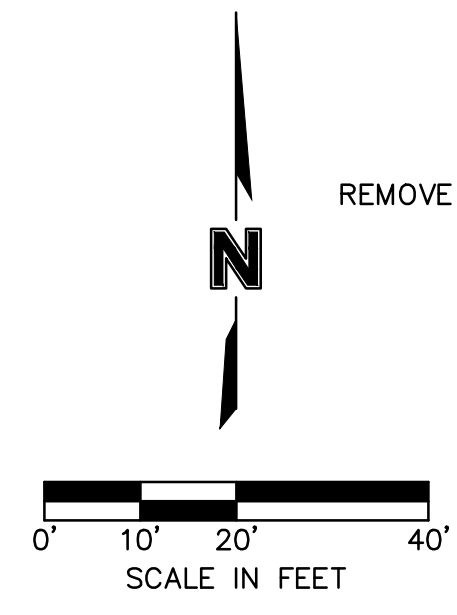
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REV. NO.	DATE	REVISIONS DESCRIPTION

**EXISTING SITE PLAN**  
 500,000 GALLON WATER TOWER  
 SEWARD, NEBRASKA  
 2022

drawn by: CLN  
 checked by: OMK  
 approved by: OMK  
 QA/QC by: CTR  
 project no.: 019-3180  
 drawing no.:  
 date: 09/02/2022

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 USER: cnelson  
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 P\_PBASE\_0193180  
 P\_PRAI\_0193180

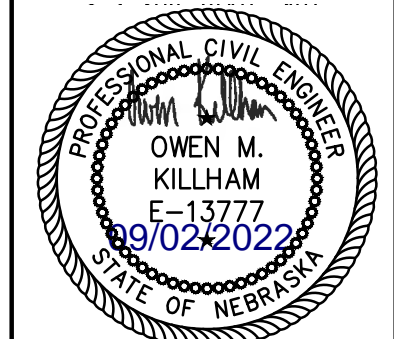


- NOTES:
- CONTRACTOR SHALL COORDINATE ALL STREET AND SIDEWALK CLOSURES WITH CITY STREET SUPERINTENDENT. DURATION OF CLOSURES SHALL BE MINIMIZED.
  - TREES DESIGNATED FOR REMOVAL SHALL BE REMOVED BY THE OWNER PRIOR TO CONSTRUCTION.
  - PROTECT ALL TREES FROM DAMAGE TO ROOTS, TRUNK, BRANCHES, AND FOLIAGE. NO TREES SHALL BE REMOVED WITHOUT PRIOR WRITTEN CONSENT FROM THE OWNER.
  - STRIP SITE OF TOPSOIL. STOCKPILE ONSITE IN AREA DESIGNATED BY THE OWNER. AVOID STRIPPING AREAS CONTAMINATED WITH CLAY. AVOID CONTAMINATING SALVAGED TOPSOIL WITH SUBSOIL.
  - CONTRACTOR SHALL REPAIR OR REPLACE ALL ROADS, PAVEMENT, SIDEWALK, AND CURBS DAMAGED DURING CONSTRUCTION.
  - SAW CUT ALL JOINTS BETWEEN DEMOLISHED AND RETAINED PAVEMENT PRIOR TO REMOVAL. SAW CUT AT SUFFICIENT DEPTH TO AVOID DISTURBING RETAINED PAVEMENT.
  - SAW CUT ALONG ASPHALT/CONCRETE JOINT PRIOR TO REMOVAL.
  - RETAINED PAVEMENT THAT IS DISTURBED DURING DEMOLITION SHALL BE REMOVED AND REPLACED.

- SHEET KEYNOTES:**
- REMOVE PAVEMENT, INCLUDING INTEGRAL CURB. SAW CUT PERIMETER OF REMOVED PANEL. REMOVE CAREFULLY TO AVOID DAMAGE TO RETAINED PAVEMENT.
  - REMOVE SIDEWALK. SAW FULL DEPTH AT PANEL JOINT, SEPARATING RETAINED PAVEMENT FROM DEMOLISHED PAVEMENT PRIOR TO REMOVING SIDEWALK.
  - SAW CUT ROAD, PAVEMENT ALONG A LINE PARALLEL TO AND TWO FEET FROM BACK OF CURB, FULL WIDTH OF CURB RAMP AND FLARES. AT EACH END, SAW CUT PERPENDICULAR TO BACK OF CURB. AVOID SAW CUTTING INTO RETAINED PAVEMENT. REMOVE PAVEMENT AND CURB FROM SITE AND DISPOSE OF.
  - GRIND CURB FOR CURB RAMP AND CURB FLARES. REMOVE DEBRIS.
  - SAW CUT ASPHALT OVERLAYMENT. REMOVE FROM SITE AND DISPOSE OF.
  - SAW ASPHALT OVERLAYMENT 2 FT. WIDER THAN REQUIRED TRENCH. SAW CONCRETE PAVEMENT TO WIDTH OF TRENCH. REMOVE CONCRETE PAVEMENT WITHOUT DAMAGING RETAINED ASPHALT OVERLAY.
  - SAW CUT ALONG EXISTING CONTRACTION JOINT.
  - REMOVE BRICK, CONCRETE AND IRON INLET STRUCTURE.
  - REMOVE BRICK PAVERS. SALVAGE AND PALLETIZE WHOLE BRICKS IN GOOD CONDITION OR BETTER. DELIVER TO 880 S. COLUMBIA, SEWARD, NE. DISPOSE OF REMAINING BRICK.
  - REMOVE CURB FROM SITE AND DISPOSE OF. REMOVE CAREFULLY TO AVOID DAMAGE TO RETAINED BRICK PAVEMENT.

REMOVAL QTY		
DESCRIPTION	QTY	UNIT
CONCRETE PAVEMENT	317	SY
BRICK PAVEMENT	39	SY
CONCRETE SIDEWALK	1369	SF
CONCRETE CURB	185	LF
AGGREGATE	26	SY

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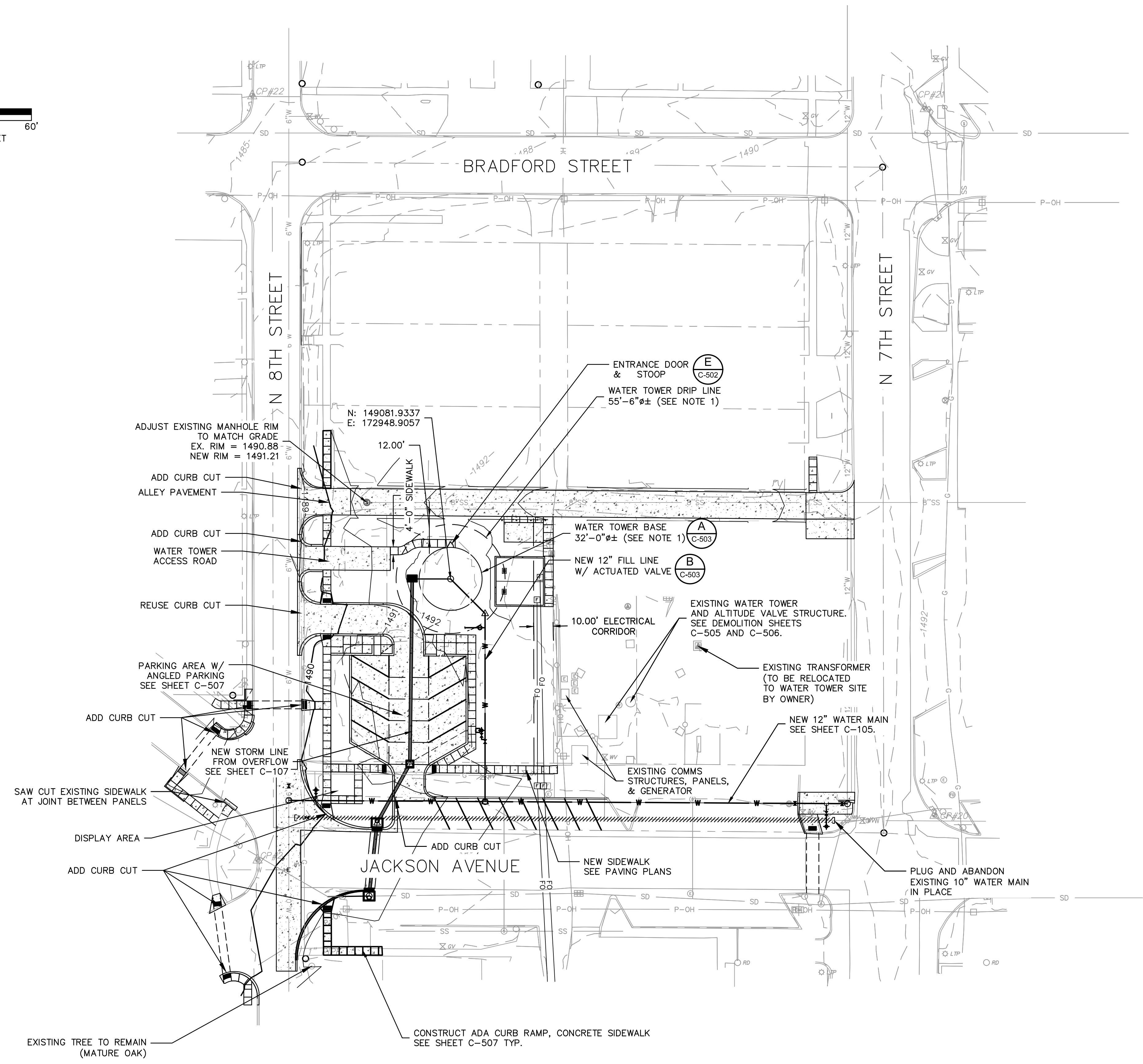
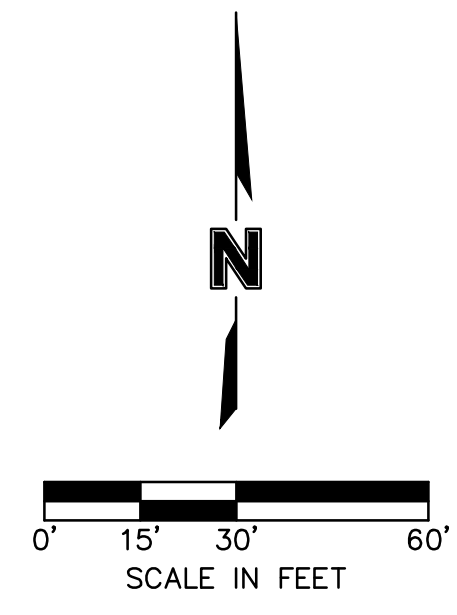
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REV. NO.	DATE	REVISIONS DESCRIPTION

**SITE PAVEMENT AND SIDEWALK DEMOLITION PLAN (BID SECTION III)**  
 500,000 GALLON WATER TOWER  
 SEWARD, NEBRASKA  
 2022

drawn by: CLN  
 checked by: OMK  
 approved by: OMK  
 QA/QC by: CTR  
 project no.: 019-3180  
 drawing no.:  
 date: 09/02/2022

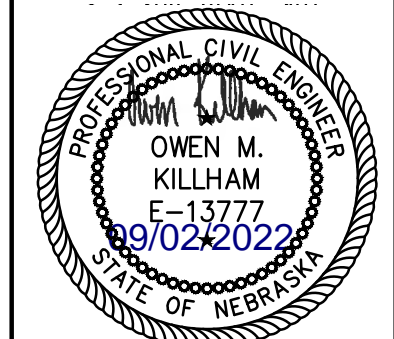
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 USER: cnelson P\_PBASE\_0193180 ALTERED V\_XTOPO\_0193180



- NOTES:
1. TANK DIMENSIONS ARE TYPICAL FOR A 500,000 - GALLON SPHEROID-STYLE TANK AND HAVE BEEN PROVIDED FOR INFORMATION PURPOSES ONLY. FINAL DIMENSIONS TO BE CONFIRMED BY TANK MANUFACTURER DURING CONSTRUCTION.
  2. TANK SHALL BE POSITIONED SUCH THAT ITS DRIPLINE IS NOT ABOVE THE ALLEY.
  3. JACKSON AVENUE SHALL REMAIN OPEN AT ALL TIMES ON JULY 4TH WITH NO OBSTRUCTIONS TO TRAFFIC.
  4. CONTRACTOR SHALL COORDINATE ALL STREET AND SIDEWALK CLOSURES WITH CITY STREET SUPERINTENDENT. DURATION OF CLOSURES SHALL BE MINIMIZED.
  5. TREES TO BE REMOVED ARE INDICATED ON THESE PLANS NO OTHER TREES SHALL BE REMOVED WITHOUT PERMISSION FROM THE OWNER.
  6. SEE SHEET C-101 FOR SITE DEMOLITION.



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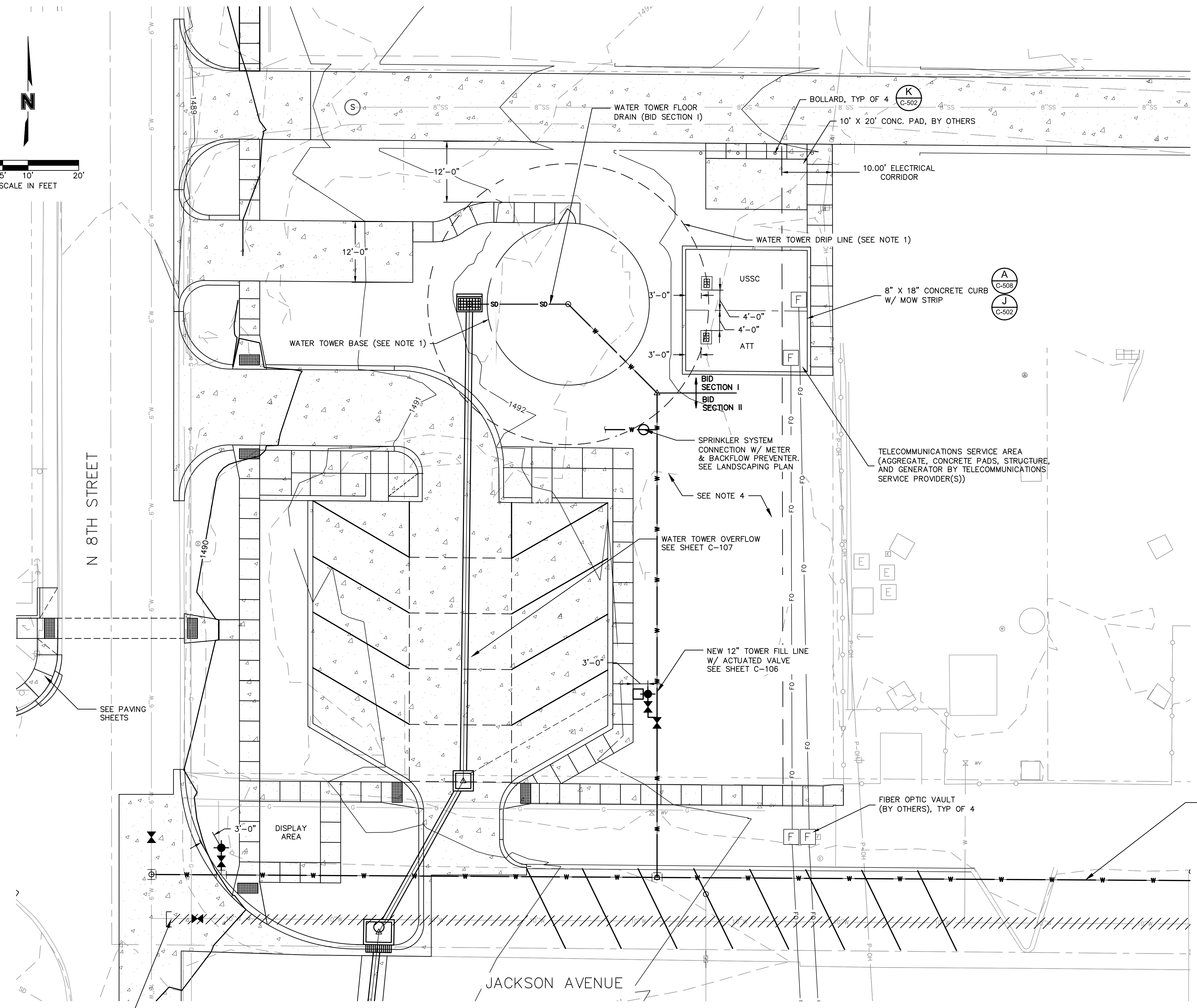
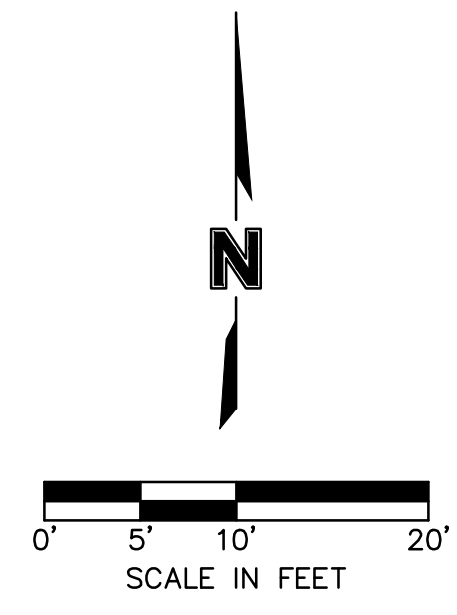


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REV. NO.	DATE	REVISIONS DESCRIPTION

OVERALL SITE PLAN	2022
	500,000 GALLON WATER TOWER
	SEWARD, NEBRASKA
drawn by: CLN	checked by: OMK
approved by: OMK	QA/QC by: CTR
project no.: 019-3180	date: 09/02/2022

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PLUG AND ABANDON EXISTING 10" WATER MAIN IN PLACE

- NOTES:
1. TANK DIMENSIONS ARE FROM SUPPLIER LITERATURE. FINAL SIZE TO BE PROVIDED BY TANK CONTRACTOR DURING SHOP DRAWING REVIEW.
  2. ALL TREES SHALL BE REMOVED FROM THE SITE BY THE OWNER PRIOR TO CONSTRUCTION. CONTRACTOR SHALL PROTECT ALL REMAINING TREES AT ALL TIMES DURING CONSTRUCTION. NO TREES SHALL BE REMOVED WITHOUT THE PERMISSION OF THE OWNER.
  3. SITE DISTURBANCE IS ANTICIPATED TO BE LESS THAN ONE ACRE, THEREFORE A SWPPP IS NOT REQUIRED. IF DISTURBANCE EXCEEDS ONE ACRE, CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT, ACQUISITION, INSTALLATION, MAINTENANCE, AND REMOVAL OF A STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
  4. STRIP 12-INCHES OF TOPSOIL AND STOCKPILE ONSITE. SEE LANDSCAPING PLAN.
  5. BRACE UTILITY POLES AS REQUIRED TO MAINTAIN THEIR STABILITY DURING CONSTRUCTION.
  6. CONTRACTOR SHALL NOT ACCESS OR PLACE MATERIALS ON PRIVATE PROPERTY WITHOUT THE PERMISSION FROM PROPERTY OWNER.
  7. CONTRACTOR SHALL MAINTAIN EXISTING ROADS, WALKS, AND ALLEYS DURING CONSTRUCTION. REPAIR DAMAGES PRIOR TO LEAVING SITE.
  8. COORDINATE ALL ROAD CLOSURES WITH THE OWNER. JACKSON AVENUE SHALL BE OPEN, WITH NO OBSTRUCTIONS PRESENT, AT ALL TIMES ON JULY 4TH.
  9. CITY TO HAVE ABANDONED THREE EXISTING SEWER SERVICES PRIOR TO CONTRACTOR'S MOBILIZATION TO SITE.
  10. EXISTING GAS SHUTOFFS TO REMAIN.
  11. SEE SPECIFICATIONS FOR NEW WATER TOWER FAA DETERMINATION.

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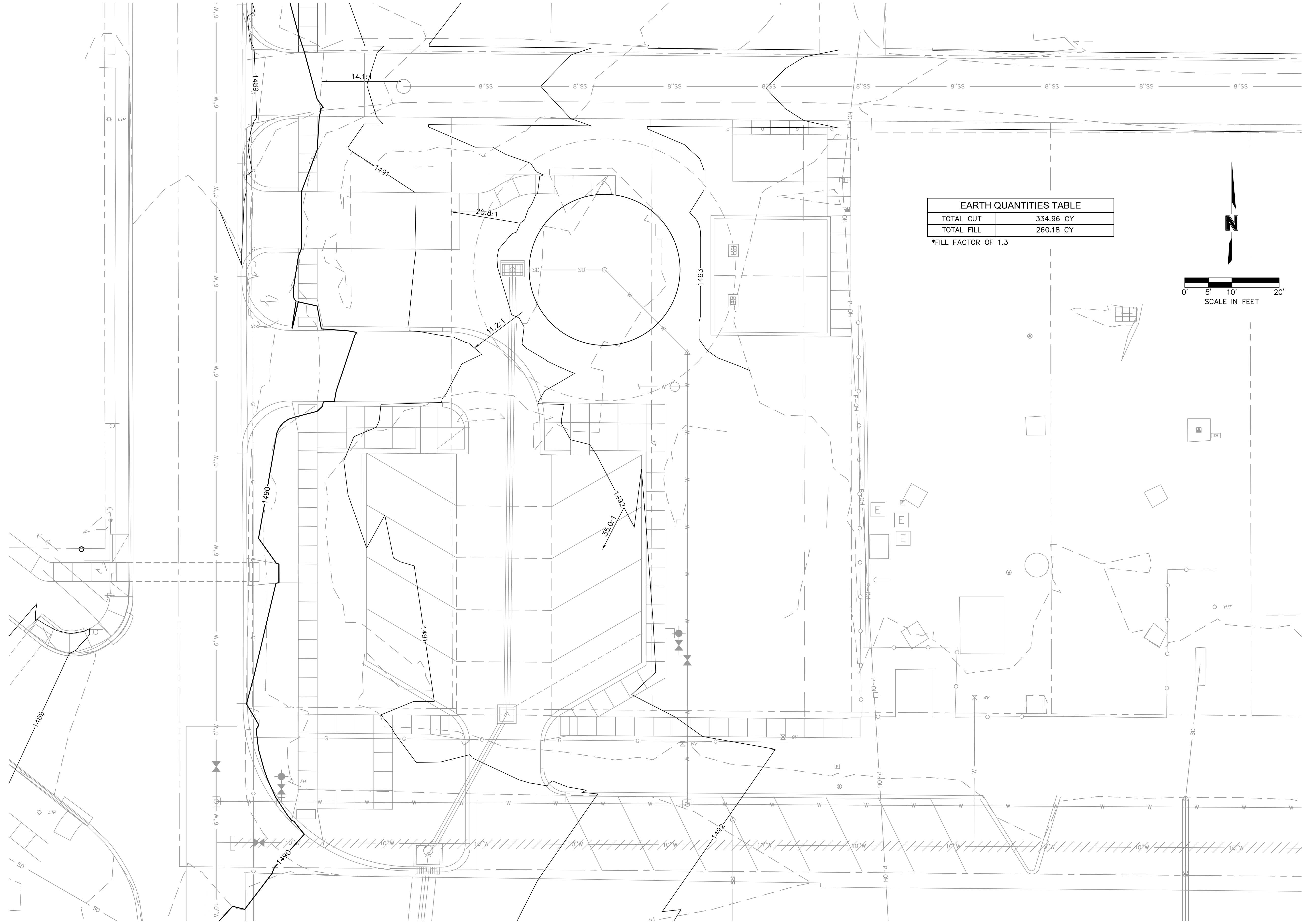
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REV. NO.	DATE	REVISIONS DESCRIPTION

**SITE PIPING PLAN**  
 500,000 GALLON WATER TOWER  
 SEWARD, NEBRASKA  
 2022

drawn by: CLN  
 checked by: OMK  
 approved by: OMK  
 QA/QC by: CTR  
 project no.: 019-3180  
 drawing no.:  
 date: 09/02/2022

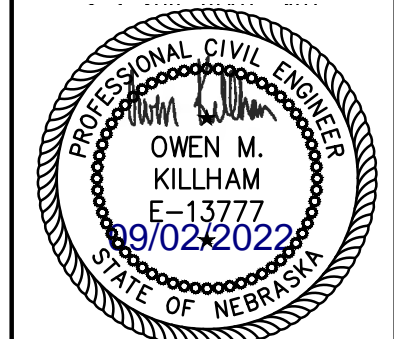
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EARTH QUANTITIES TABLE	
TOTAL CUT	334.96 CY
TOTAL FILL	260.18 CY

\*FILL FACTOR OF 1.3

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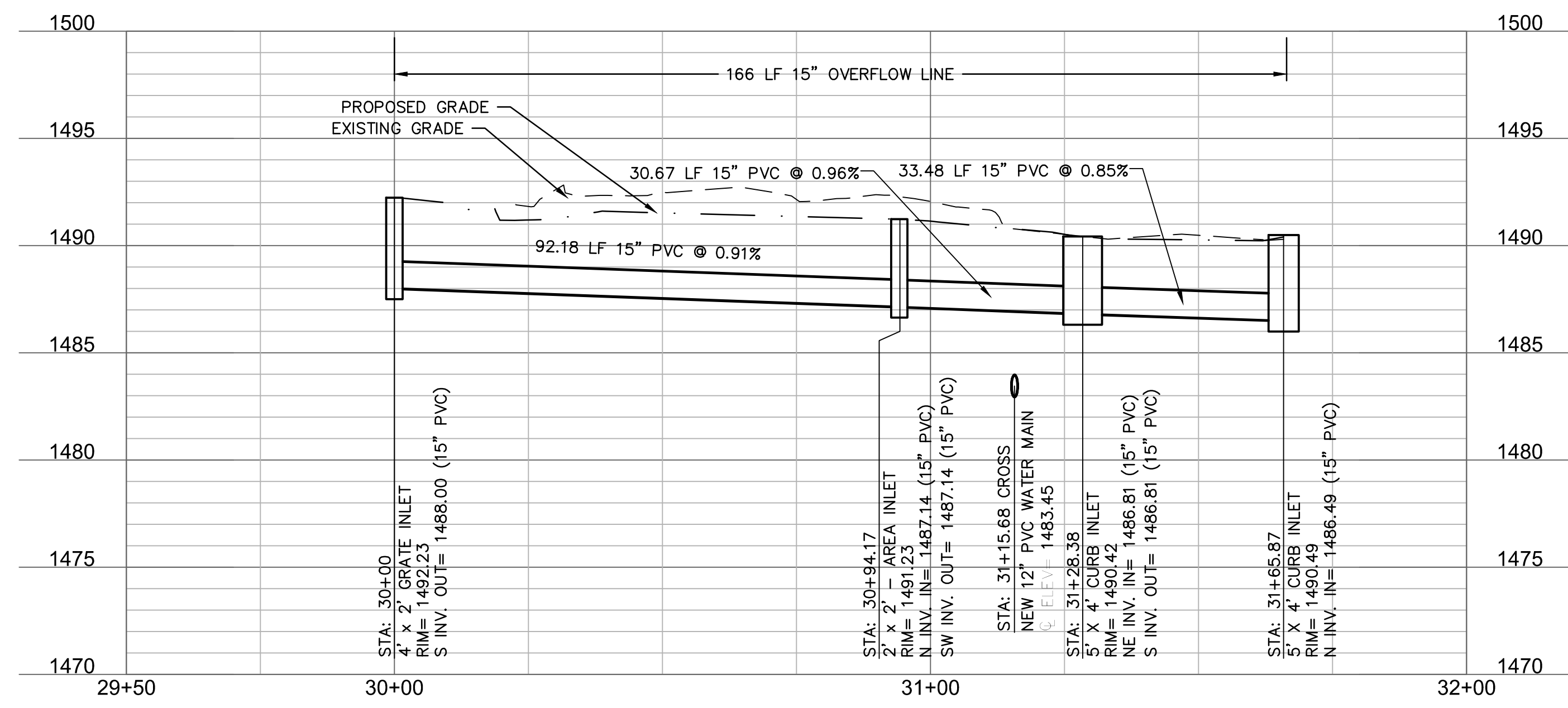
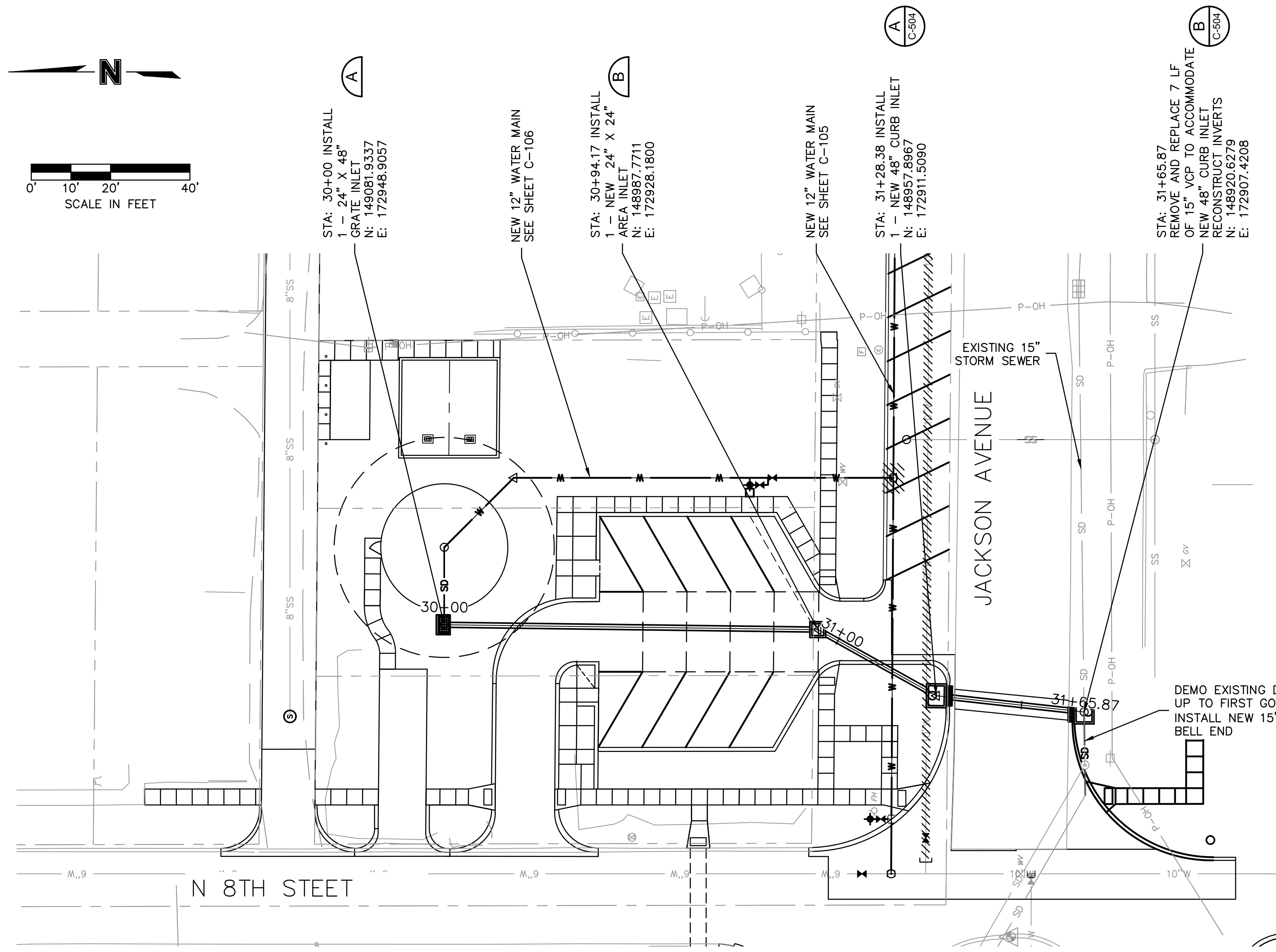
REV. NO.	DATE	REVISIONS DESCRIPTION

SITE GRADING PLAN	2022
	500,000 GALLON WATER TOWER
SEWARD, NEBRASKA	
drawn by: CLN	checked by: OMK
approved by: OMK	QA/QC by: CTR
project no.: 019-3180	date: 09/02/2022

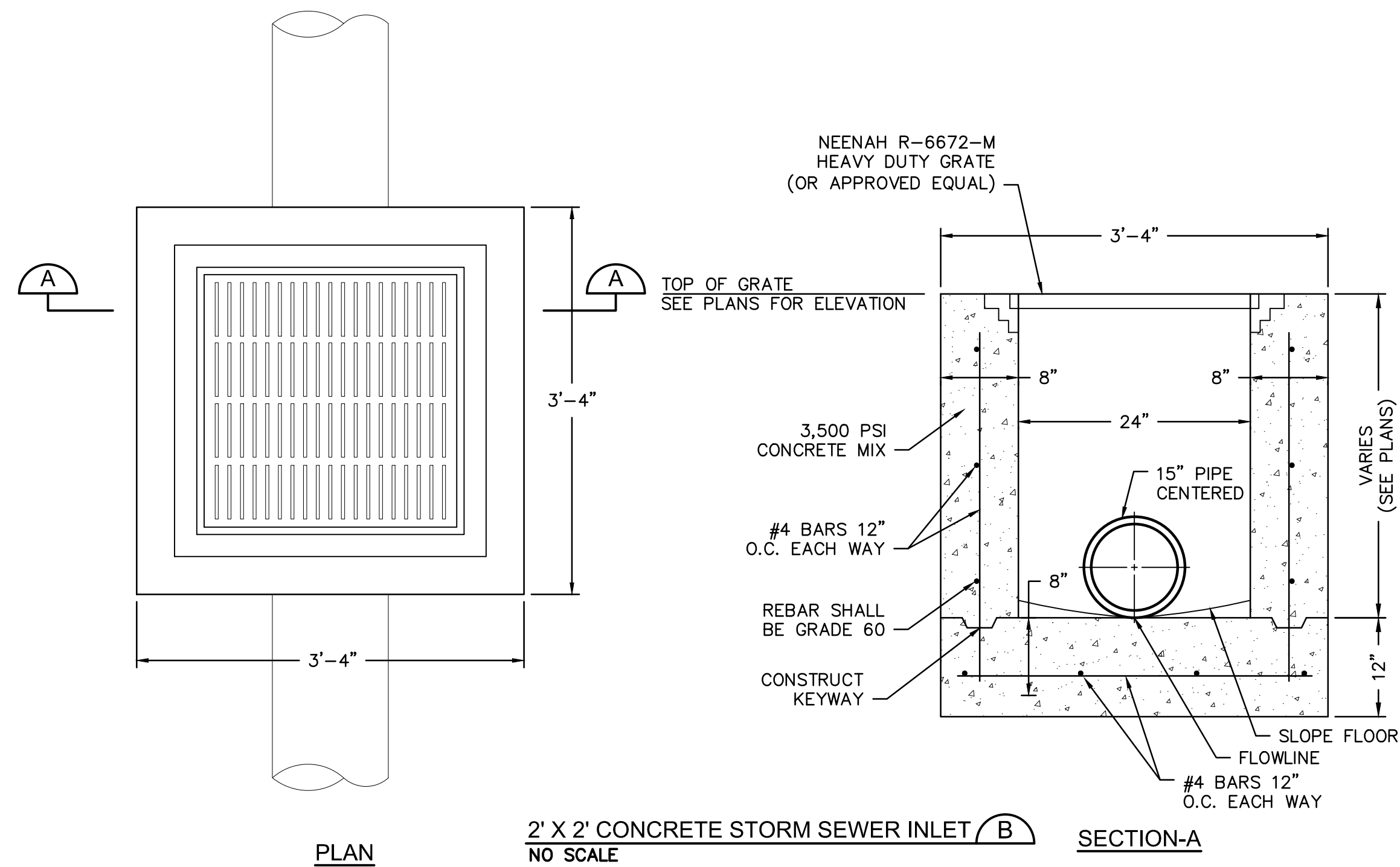
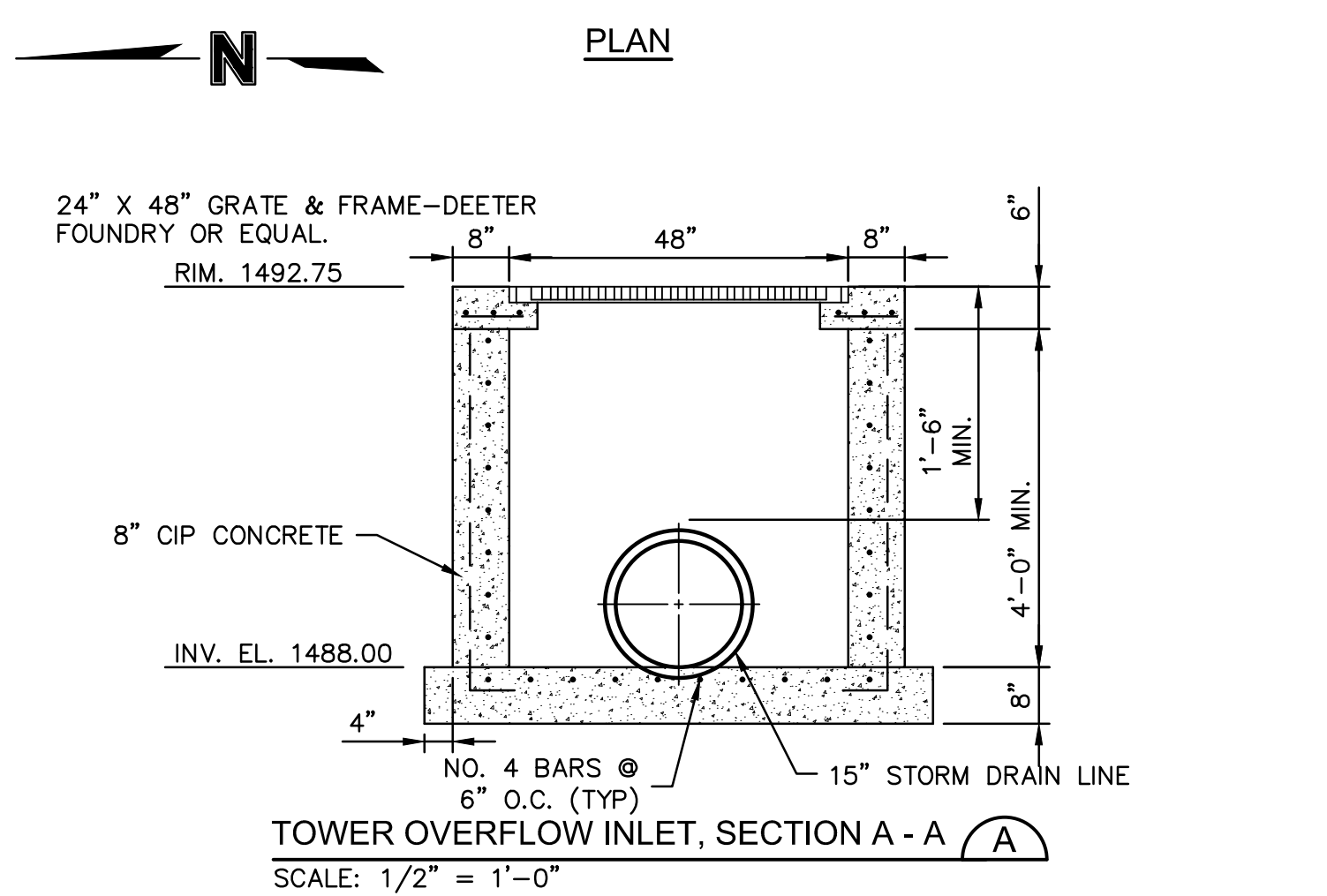
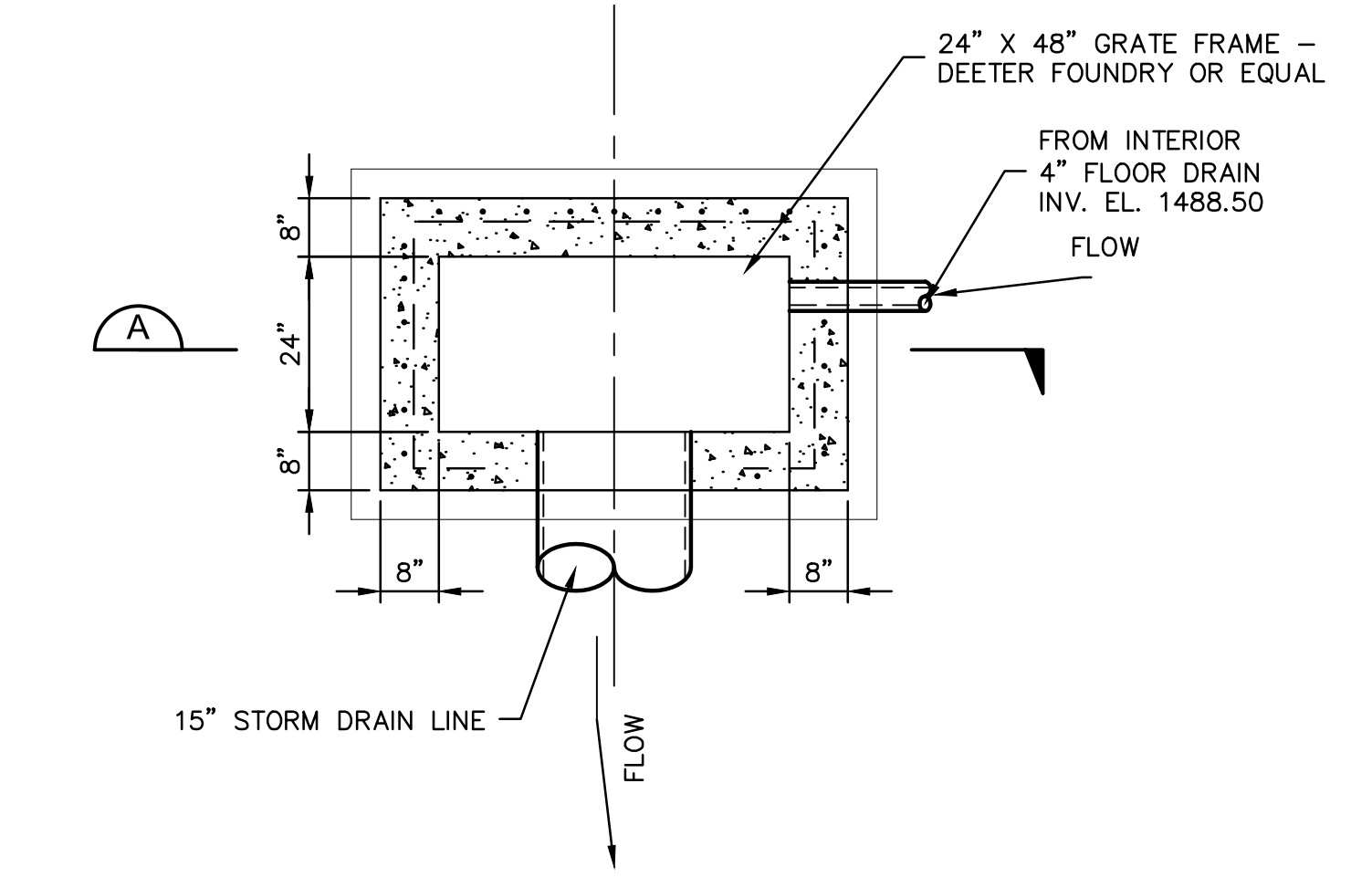




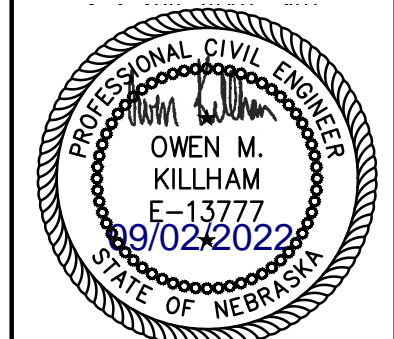
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NOTE:  
 1. BID SECTION I FROM WATER TOWER FLOOR DRAIN LINE UP TO BASIN, BID SECTION II FOLLOWING BASIN.



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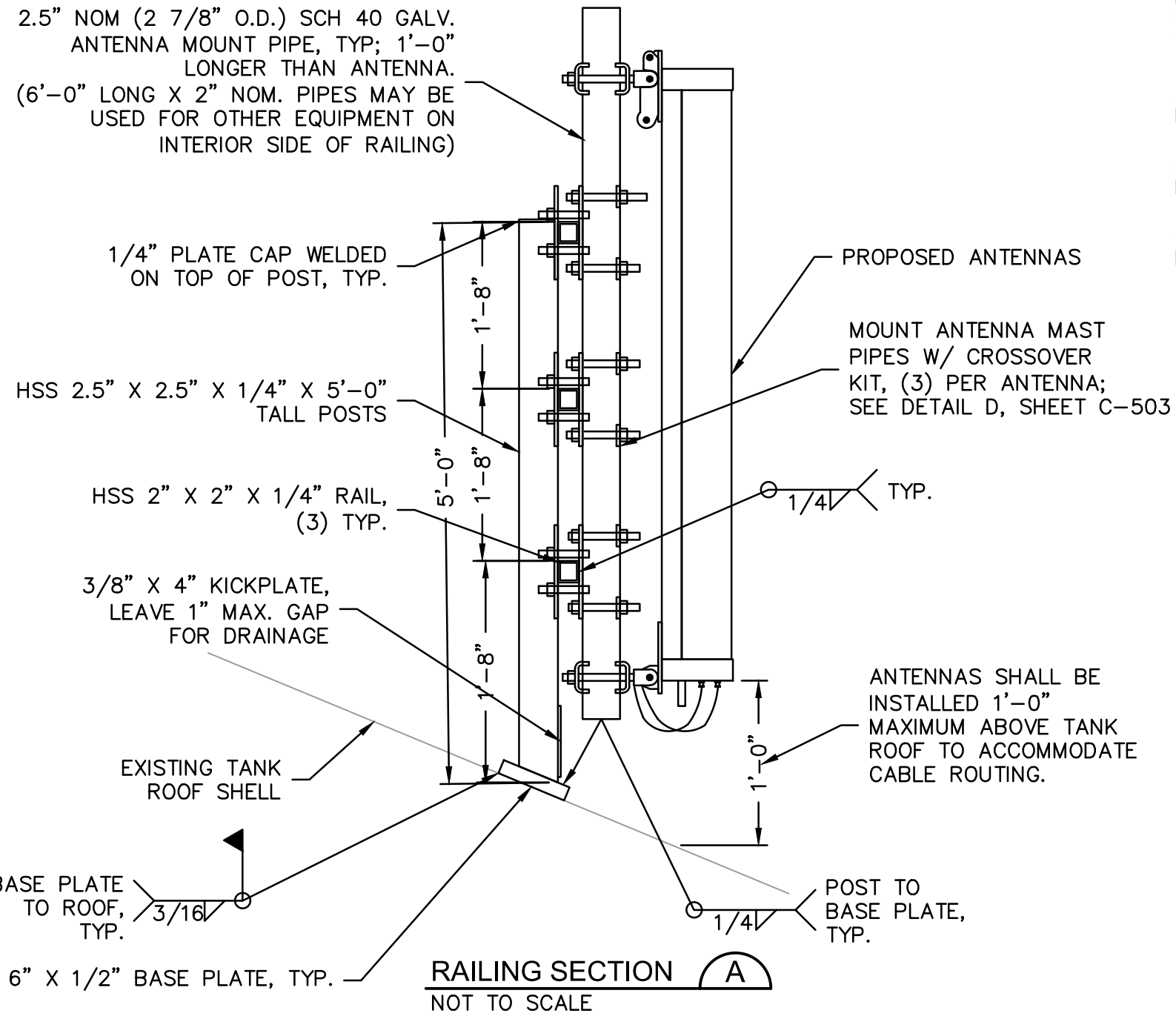
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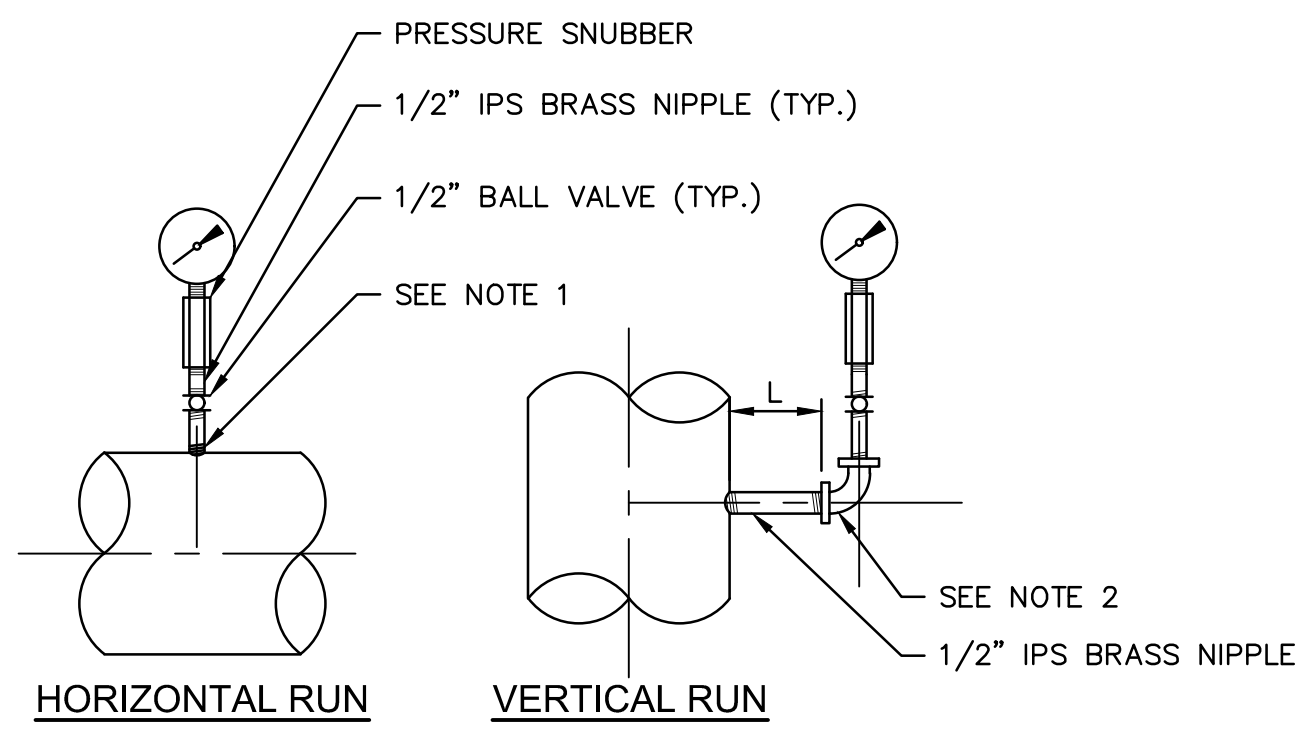
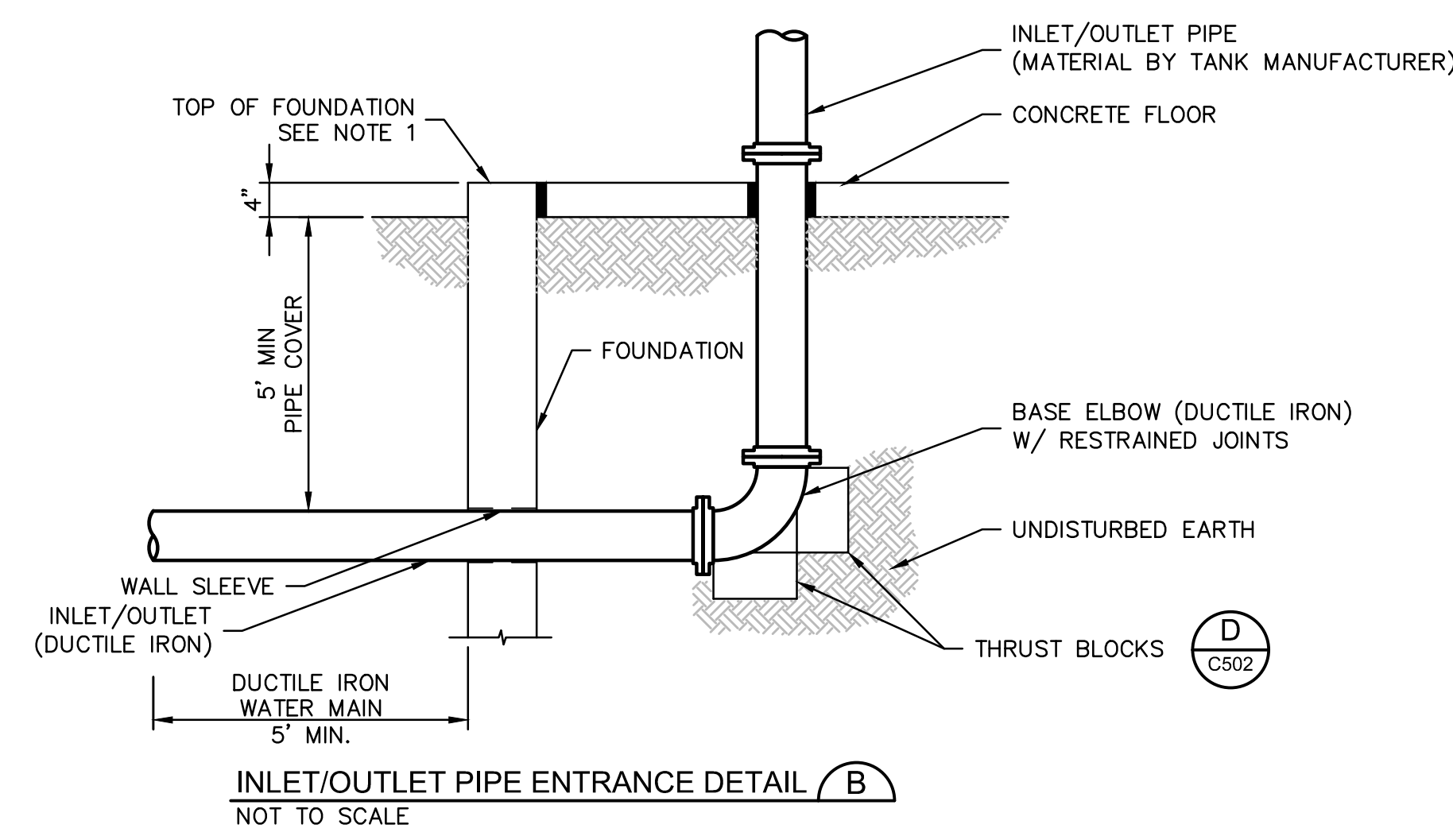
PLAN & PROFILE STA 30+00 - 31+65.13 & DETAILS	2022
BID SECTION II	
500,000 GALLON WATER TOWER	
SEWARD, NEBRASKA	

drawn by: CLN  
 checked by: GMK  
 approved by: GMK  
 QA/QC by: CTR  
 project no.: 019-3180  
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 date: 09/02/2022

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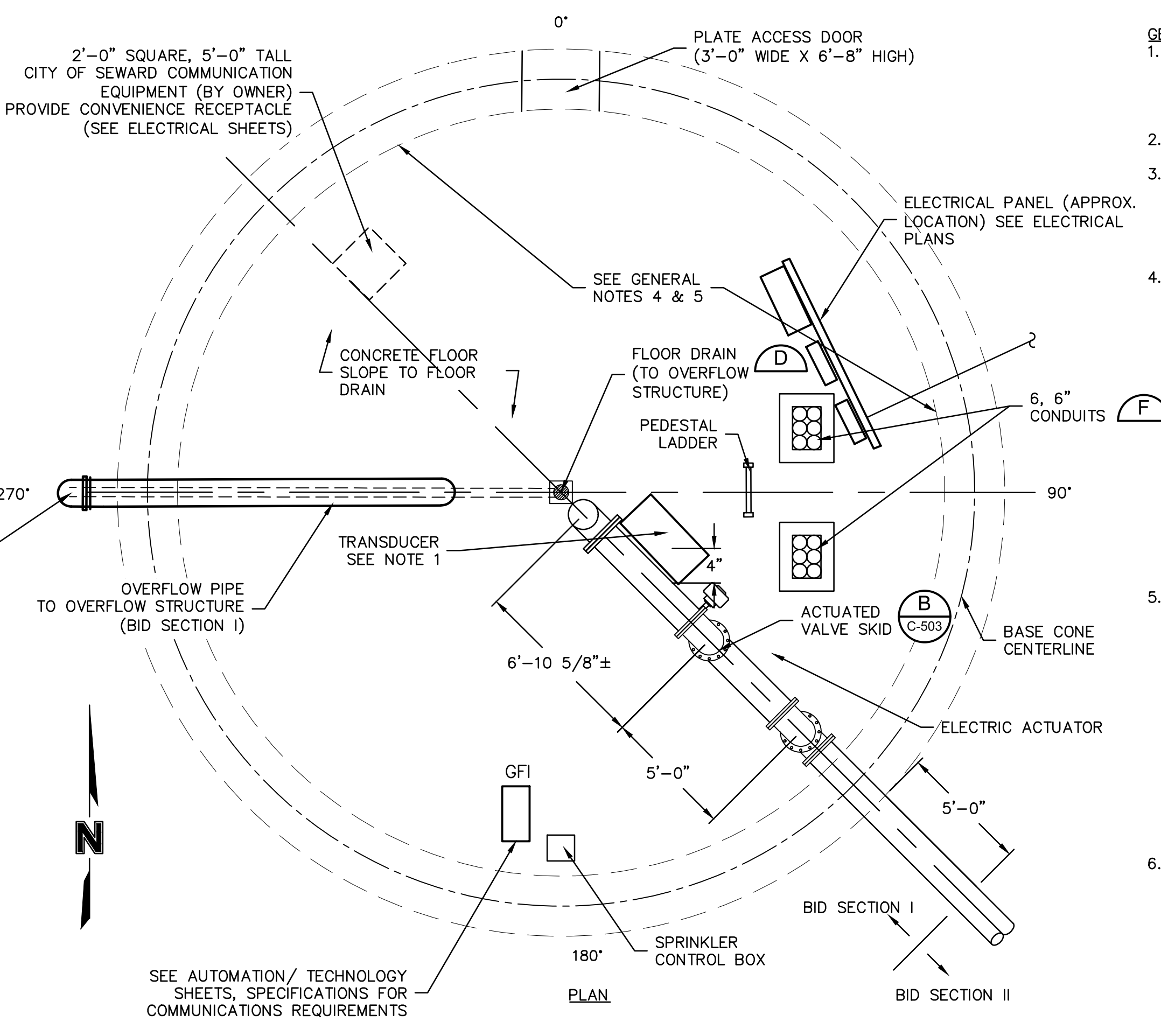


- NOTES:**
1. CONTRACTOR TO COORDINATE RAILING INSTALLATION WITH CITY TO MINIMIZE COATING REPAIRS.
  2. RAILING TO BE SHOP PRIMED, AND PAINTED TO MATCH EXISTING TOWER COATING.
  3. ALL WELDS SHALL BE SEAL WELDED TO PREVENT RUST.
  4. ANY CLAMPED CONNECTION TO PAINTED STEEL SHALL HAVE A NEOPRENE GASKET TO PROTECT COATING.

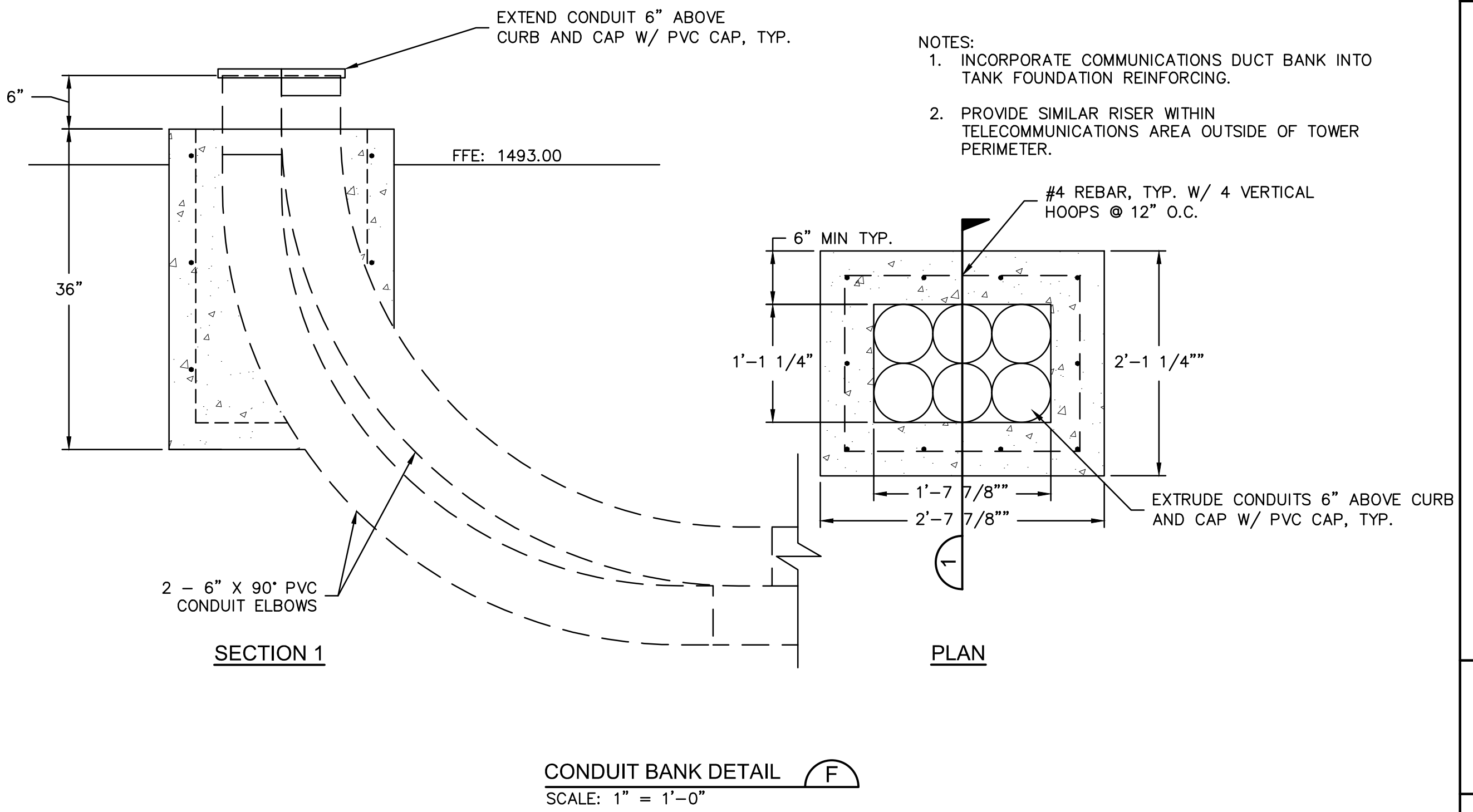


- NOTES:**
1. A TAPPING SADDLE MAY BE PROVIDED IN LIEU OF DIRECT TAPPING IF PIPE THICKNESS CLASS DOES NOT EQUAL OR EXCEED THE MINIMUM REQUIRED THICKNESS CLASS.
  2. ANSI B16.15, CLASS 125 BRONZE THREADED FITTING.
  3. DIMENSION "L" SHALL BE SUFFICIENT TO PREVENT CONTACT BETWEEN THE GAUGE CASE OR VALVE OPERATING LEVER AND ADJACENT PIPING BUT SHALL NOT EXCEED 4 INCHES UNLESS OTHERWISE PERMITTED BY THE ENGINEER.

**GAUGE INSTALLATION DETAILS E**  
SCALE: 1/2" = 1'-0"

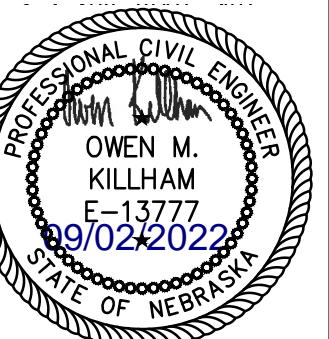


- GENERAL NOTES:**
1. TANK LEVEL TRANSDUCER BY TANK CONTRACTOR. SEE INSTRUMENTATION PLANS/SPECIFICATIONS FOR CONTROLS REQUIREMENTS.
  2. SLOPE FLOOR TO FLOOR DRAIN
  3. ALL PIPING WITHIN, AND A MINIMUM OF 5 FEET OUTSIDE THE WATER TOWER FOUNDATION SHALL BE DUCTILE IRON. PROVIDE ALL TRANSITION COUPLINGS TO CONNECT PIPE OF DIFFERING MATERIAL.
  4. PROVIDE SPRAY APPLIED CLOSED CELL POLYURETHANE FOAM, AS SPECIFIED, TO THICKNESS OF 3" (R-VALUE BETWEEN 18.5 AND 21) TO THE ENTIRE INTERIOR OF THE BOTTOM CONE WALLS AND UNDERSIDE OF PLATFORM, AND BEVELED AT THE EDGES. FOAM SHALL NOT BE APPLIED TO THE ACCESS HATCH AROUND THE LADDER. FOAM SHALL BE ADDED TO THE PRIMARY AT-GRADE ACCESS DOOR, BUT SHALL NOT INTERFERE WITH PROPER OPERATION OF THE DOOR LATCHES, HANDLES, AND HINGES. MODIFY THESE DOOR COMPONENTS TO ACCOUNT FOR INSULATION ADDITION (I.E. DEEPER HANDLES, ETC). FOAM SHALL BE APPLIED PER MANUFACTURER'S RECOMMENDATIONS.
  5. AFTER POLYURETHANE FOAM IS APPLIED, PREPARE FOAM FOR AND APPLY INTUMESCENT COATING FOR FULL COVERAGE IN ACCORDANCE WITH THE MANUFACTURER'S SURFACE PREPARATION AND APPLICATION RECOMMENDATIONS. THIS COATING SHALL BRING THE FOAMED AND COATED SYSTEM INTO COMPLIANCE WITH THE THERMAL AND IGNITION BARRIER REQUIREMENTS OF THE IBC. APPLY IFTI DC315, OR APPROVED EQUAL, AT A MINIMUM WET FILM THICKNESS (WFT) OF 14 MILS OR 9 DRY FILM THICKNESS (DFT). COLOR SHALL BE "ICE GRAY".
  6. COORDINATE WITH AND PROTECT ELECTRICAL AND CONTROLS COMPONENTS TO ACCOUNT FOR SPRAY APPLIED FOAM THICKNESS, APPLICATION, AND COATING.



- NOTES:**
1. INCORPORATE COMMUNICATIONS DUCT BANK INTO TANK FOUNDATION REINFORCING.
  2. PROVIDE SIMILAR RISER WITHIN TELECOMMUNICATIONS AREA OUTSIDE OF TOWER PERIMETER.

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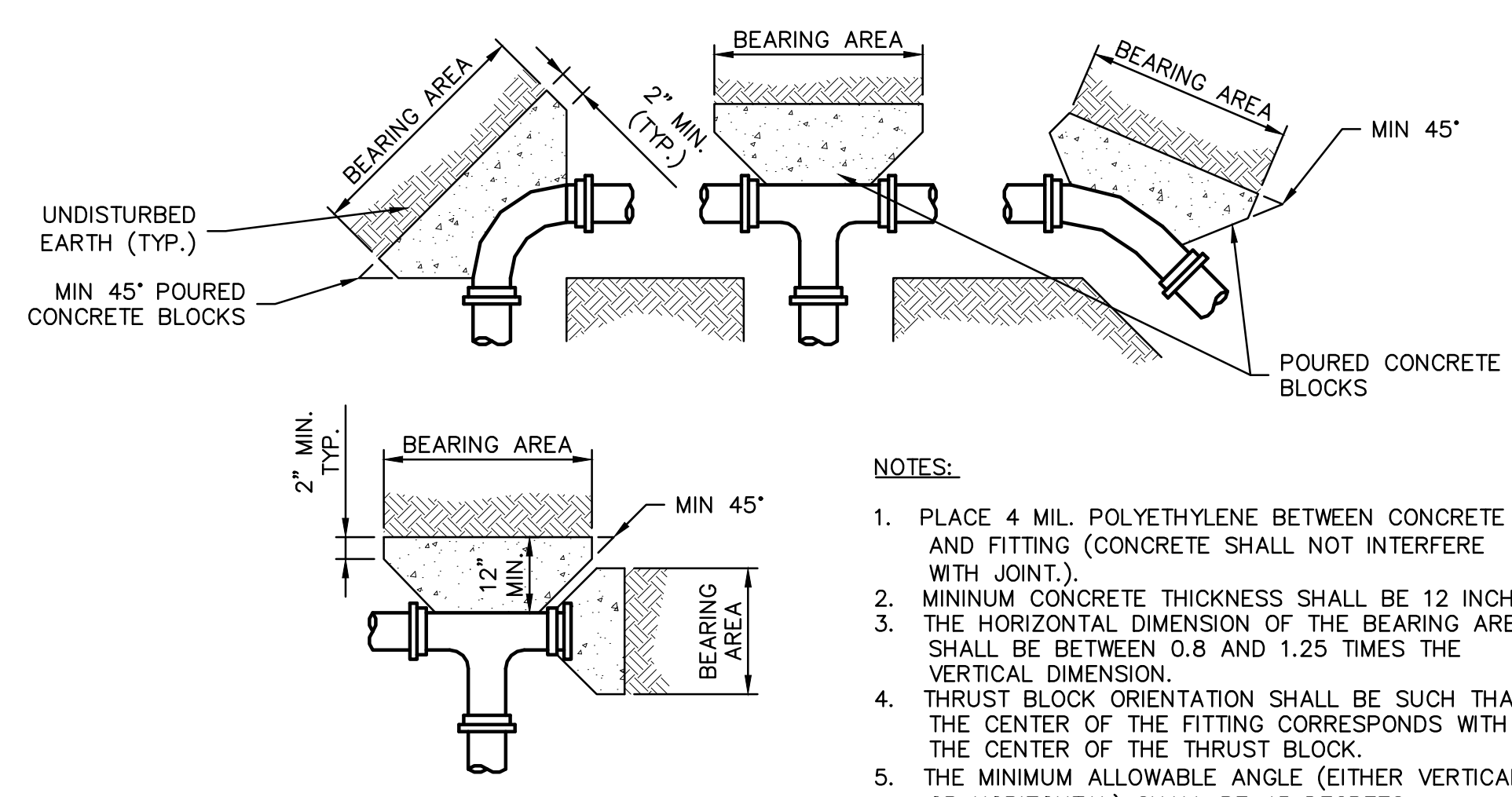


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REV. NO.	DATE	REVISIONS DESCRIPTION

WATER TOWER DETAILS	500,000 GALLON WATER TOWER	2022
		SEWARD, NEBRASKA
drawn by: CLN	checked by: OMK	approved by: OMK
QA/QC by: CTR	project no.: 019-3180	drawing no.: 09/02/2022

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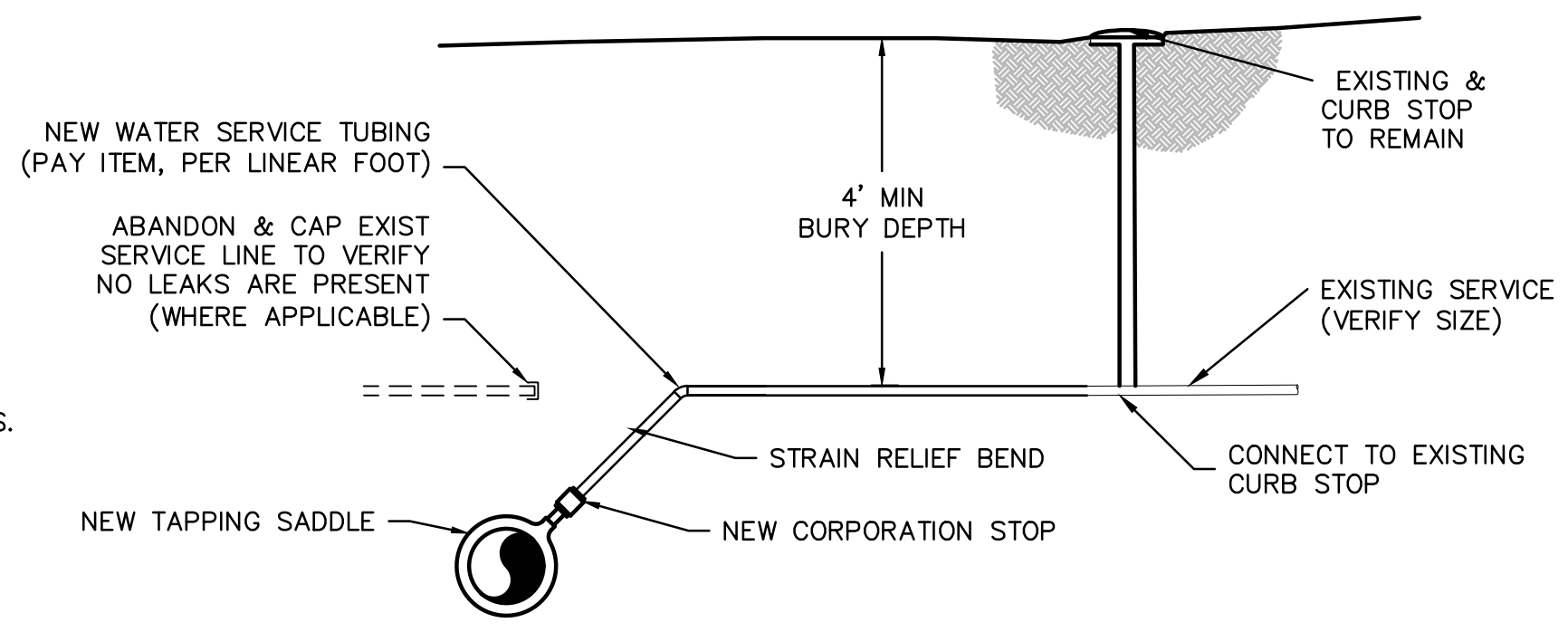


**TYPICAL THRUST BLOCKING (A)**  
SCALE: 1/2" = 1'-0"

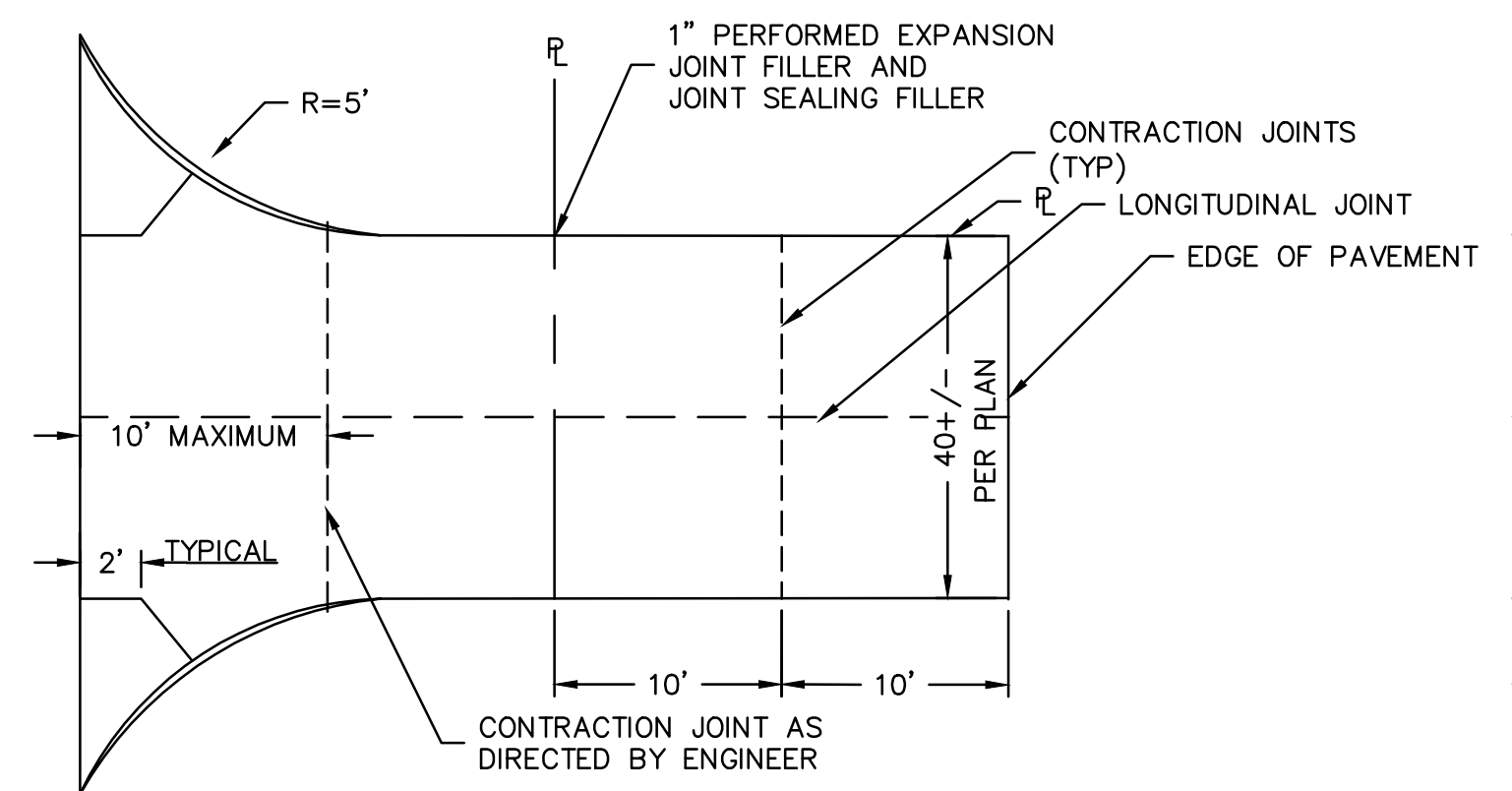
PIPE SIZES	TEE & END	90° BEND	45° BEND	22° BEND
4" DIA.	0.70	0.90	0.50	0.30
6" DIA.	1.50	2.00	1.10	0.60
8" DIA.	2.60	3.60	2.00	1.00
10" DIA.	4.00	5.60	3.10	1.50
12" DIA.	6.67	9.77	5.22	2.86

- NOTES:**
- PLACE 4 MIL. POLYETHYLENE BETWEEN CONCRETE AND FITTING (CONCRETE SHALL NOT INTERFERE WITH JOINT.)
  - MINIMUM CONCRETE THICKNESS SHALL BE 12 INCHES.
  - THE HORIZONTAL DIMENSION OF THE BEARING AREA SHALL BE BETWEEN 0.8 AND 1.25 TIMES THE VERTICAL DIMENSION.
  - THRUST BLOCK ORIENTATION SHALL BE SUCH THAT THE CENTER OF THE FITTING CORRESPONDS WITH THE CENTER OF THE THRUST BLOCK.
  - THE MINIMUM ALLOWABLE ANGLE (EITHER VERTICAL OR HORIZONTAL) SHALL BE 45 DEGREES.

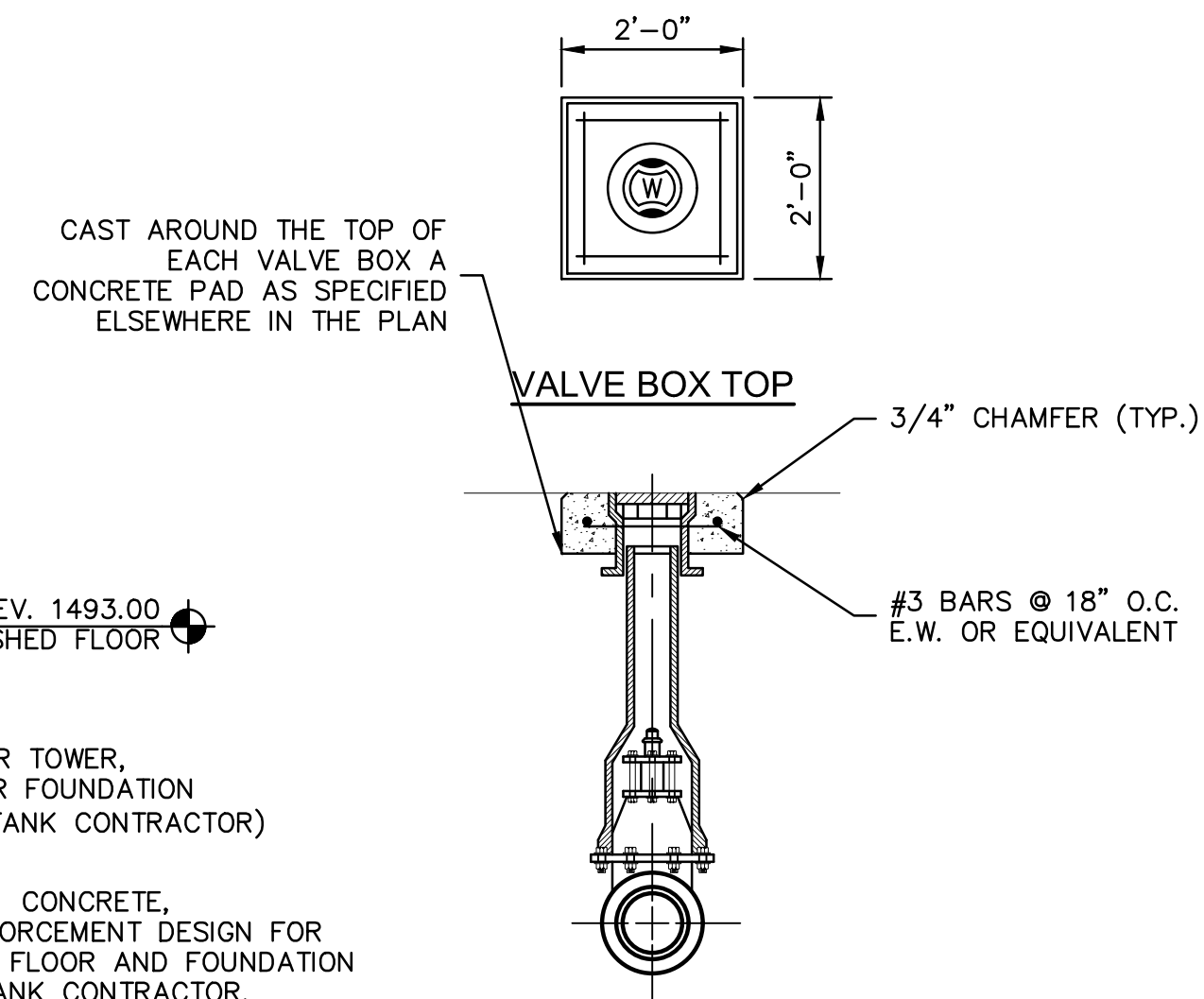
- SERVICE CONNECTION NOTES:**
- ALL WATER SERVICE TUBING SHALL BE 3/8" IN DIA. TUBING SHALL BE JM EAGLE PURE-CORE IPS UNLESS OTHERWISE DIRECTED
  - IF CURB STOP IS UNABLE TO BE REUSED, PROVIDE AND INSTALL A NEW CURB STOP AND DISPOSE OF EXISTING CURB STOP (SUBSIDIARY).



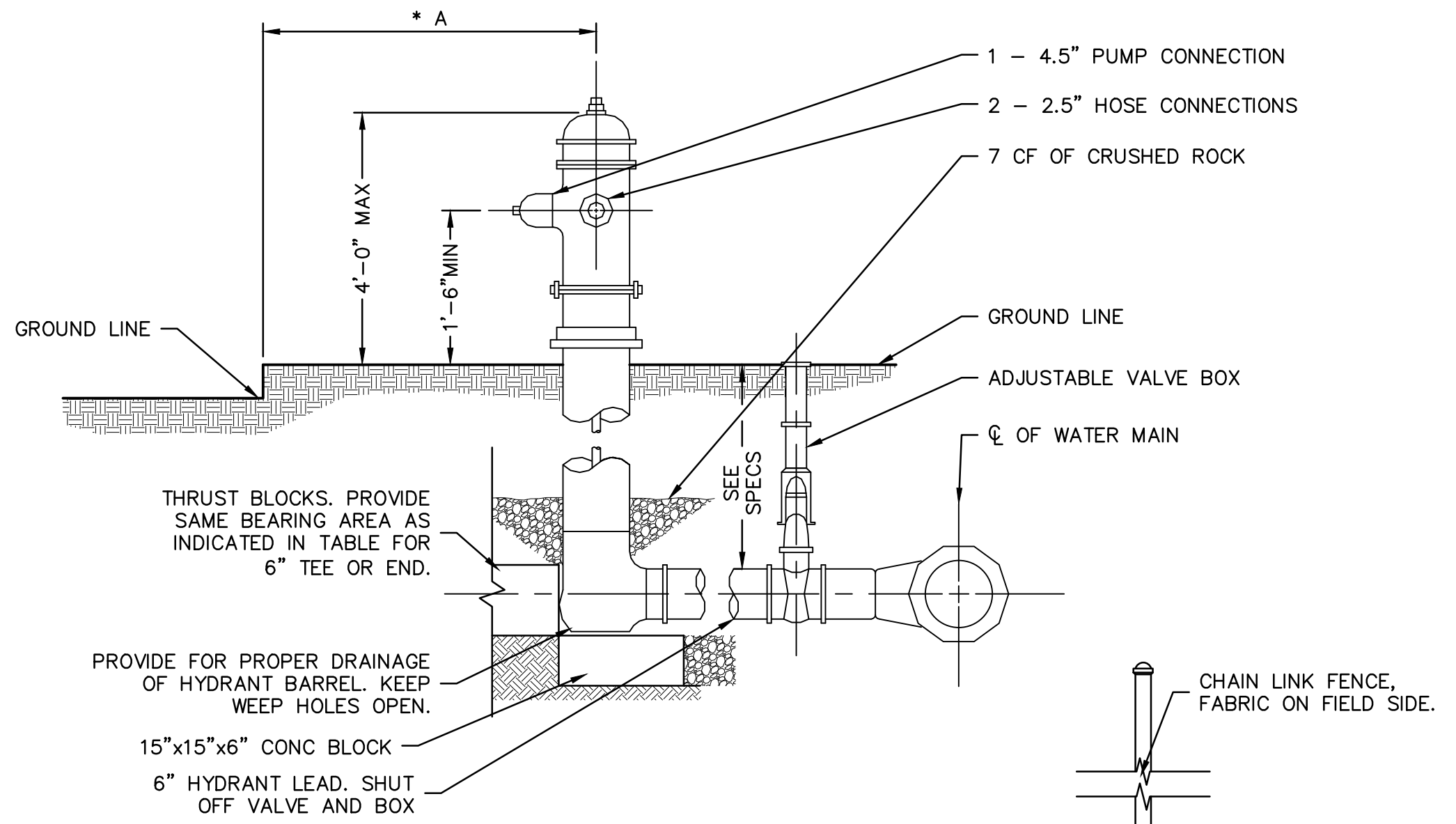
**CONNECT TO EXISTING SERVICE (B)**  
SCALE: 1/2" = 1'-0"



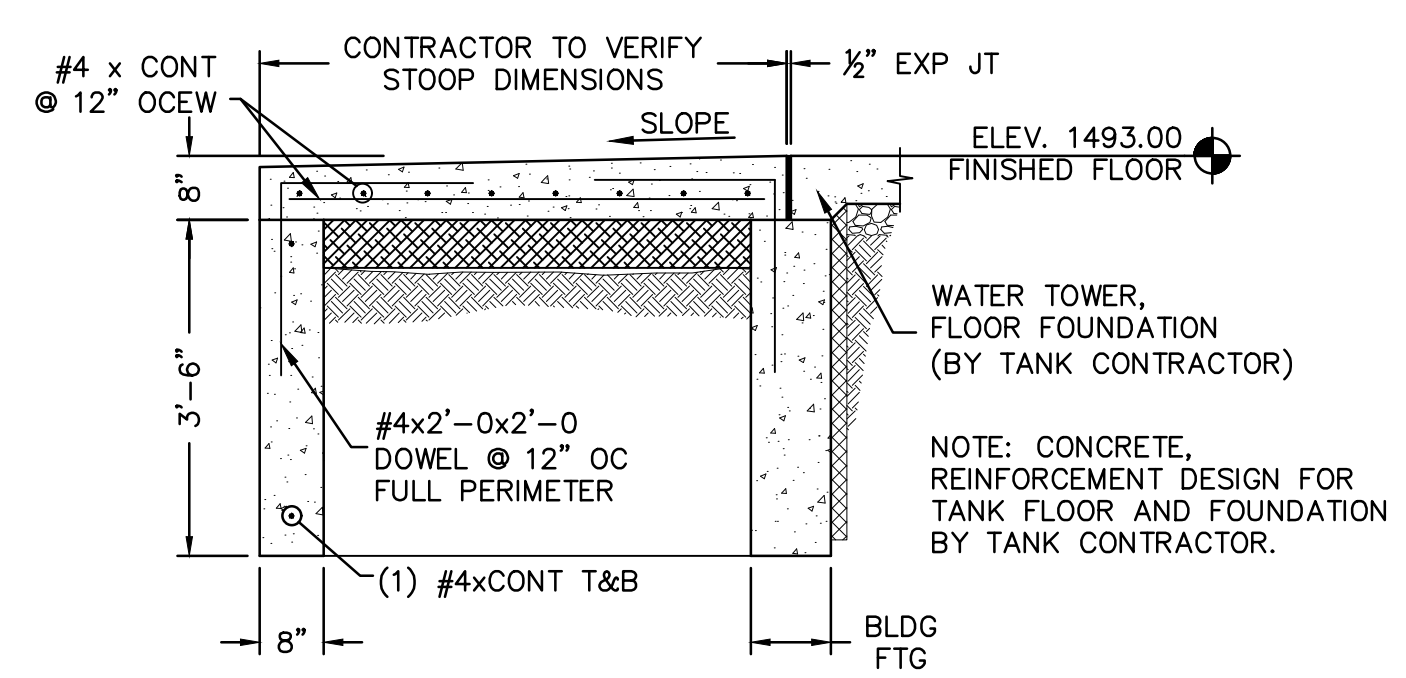
**CONCRETE DRIVE DETAIL (C)**  
SCALE: NOT TO SCALE



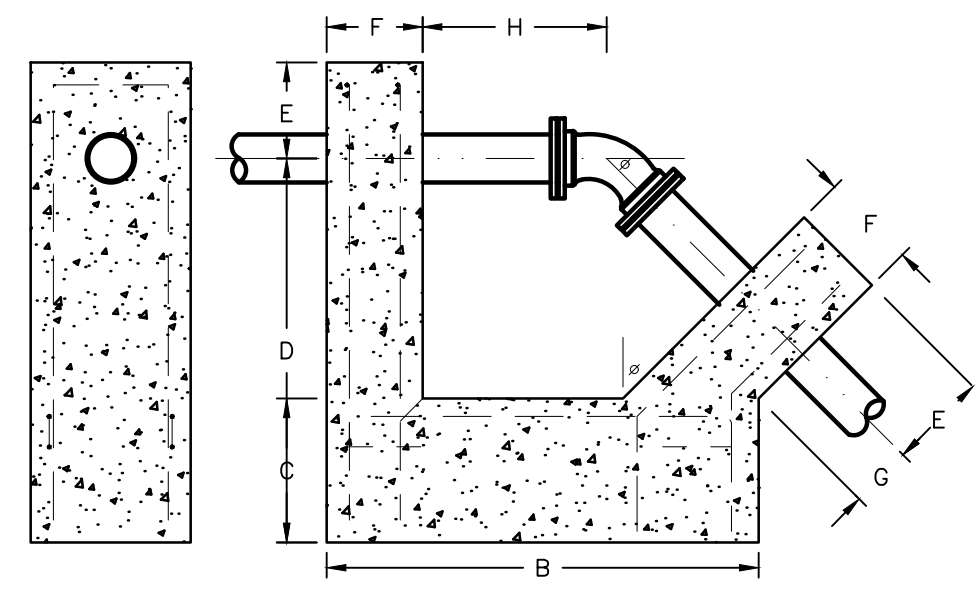
**VALVE BOX - SQUARE (F)**  
SCALE: 1/2" = 1'-0"



**TYPICAL FIRE HYDRANT SETTING (G)**  
SCALE: 3/4" = 1'-0"



**ENTRANCE DOOR STOOP (E)**  
SCALE: NOT TO SCALE

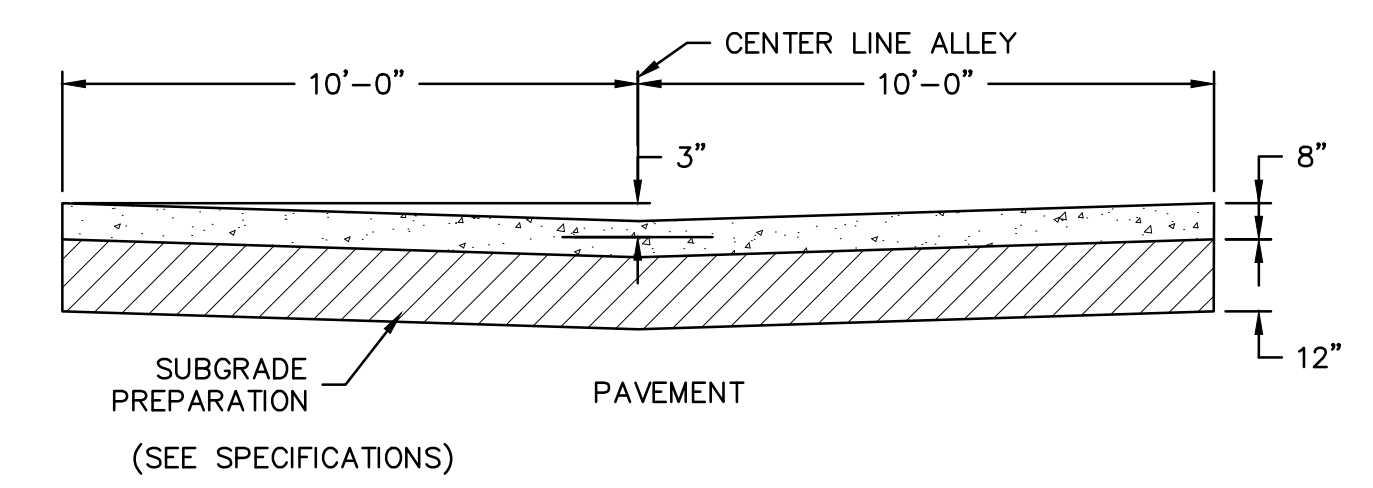


**REINFORCED CONCRETE ANCHORAGE (D)**  
SCALE: 1/2" = 1'-0"

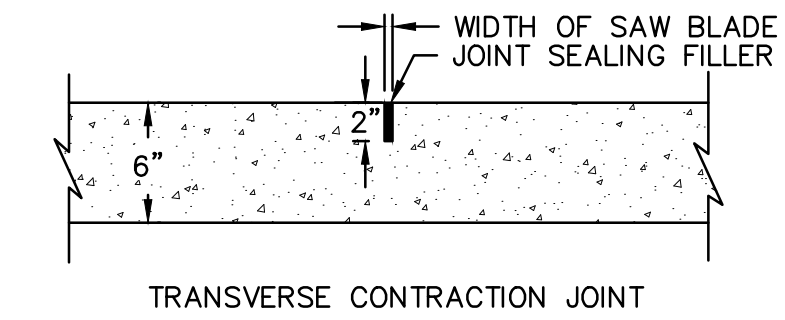
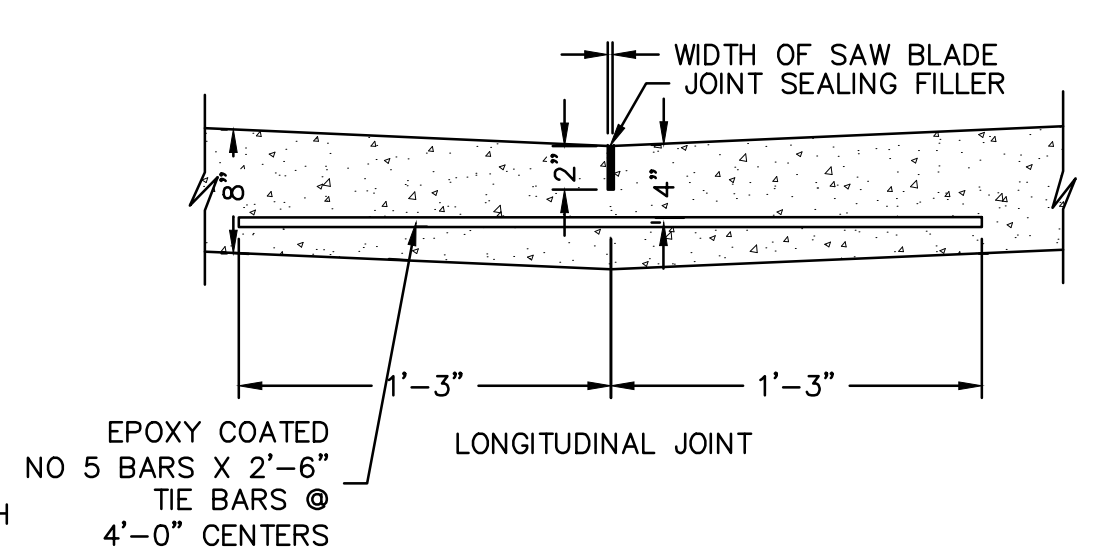
REINFORCED CONCRETE ANCHORAGE											
Ø = 45°											
DIA.	A	B	C	D	E	F	G	H	CONCRETE CY	BAR SIZE	STEEL (LBS)
6&8	2'-0"	4'-6"	1'-6"	2'-6"	1'-0"	1'-0"	0'-8"	1'-11"	0.94	4	34
10	2'-6"	5'-0"	1'-6"	3'-0"	1'-3"	1'-0"	1'-0"	2'-4"	1.31	4	42
12	3'-0"	5'-0"	2'-0"	3'-6"	1'-6"	1'-0"	1'-6"	3'-1"	1.98	4	48

REINFORCED CONCRETE ANCHORAGE											
Ø = 22.5°											
DIA.	A	B	C	D	E	F	G	H	CONCRETE CY	BAR SIZE	STEEL (LBS)
6&8	2'-0"	4'-6"	0'-9"	1'-6"	1'-0"	1'-0"	0'-8"	1'-7"	0.54	4	28
10	2'-6"	5'-0"	0'-9"	1'-9"	1'-3"	1'-0"	0'-9"	1'-8"	0.75	4	32
12	3'-0"	5'-0"	0'-9"	2'-0"	1'-6"	1'-0"	1'-0"	1'-9"	1.05	4	36

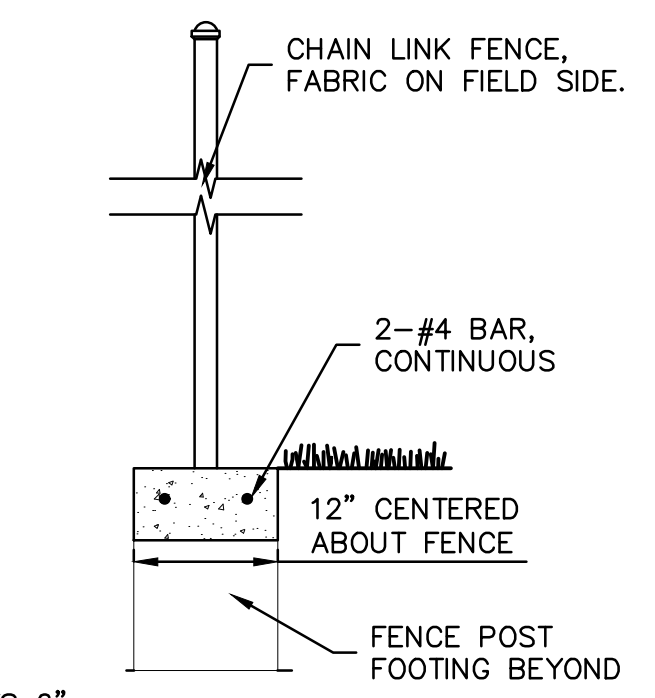
- NOTES:**
- CONTRACTOR SHALL SUBMIT EXPANSION/CONTRACTION JOINT MATERIALS PER THE SUBMITTALS SECTION OF THE SPECIFICATIONS.
  - ALL JOINTS SHALL BE SEALED WITH JOINT SEALING FILLER PER THE SPECIFICATIONS.
  - THE CONTRACTOR MAY USE MACHINE FOR PLACING THE LONGITUDINAL TIE BARS, OR INSTALL WITH TIE BAR PINS, AT HIS OPTION. CONTRACTOR SHALL SUBMIT HIS PROPOSED METHOD PER THE SUBMITTALS SECTION OF THE SPECIFICATIONS.



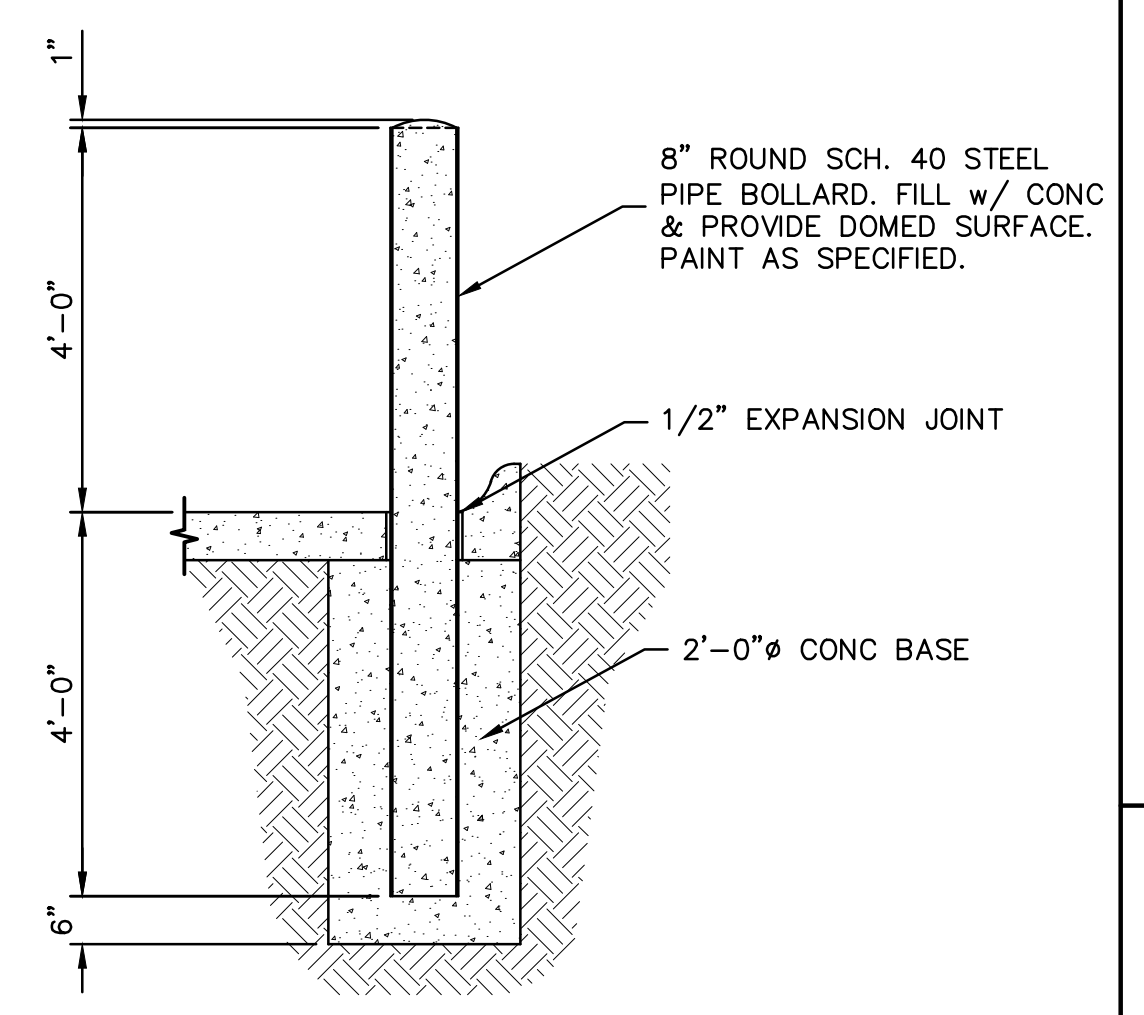
**ALLEY PAVEMENT DETAILS (H)**  
SCALE: NOT TO SCALE



**NOTE:**  
PROVIDE CONTRACTION JOINTS 6" ON EITHER SIDE OF LINE OR CORNER POST AND HALFWAY BETWEEN EACH POST.



**MOW STRIP & CURB DETAIL (J)**  
SCALE: 3/4" = 1'-0"



**BOLLARD DETAIL (K)**  
SCALE: 1/2" = 1'-0"

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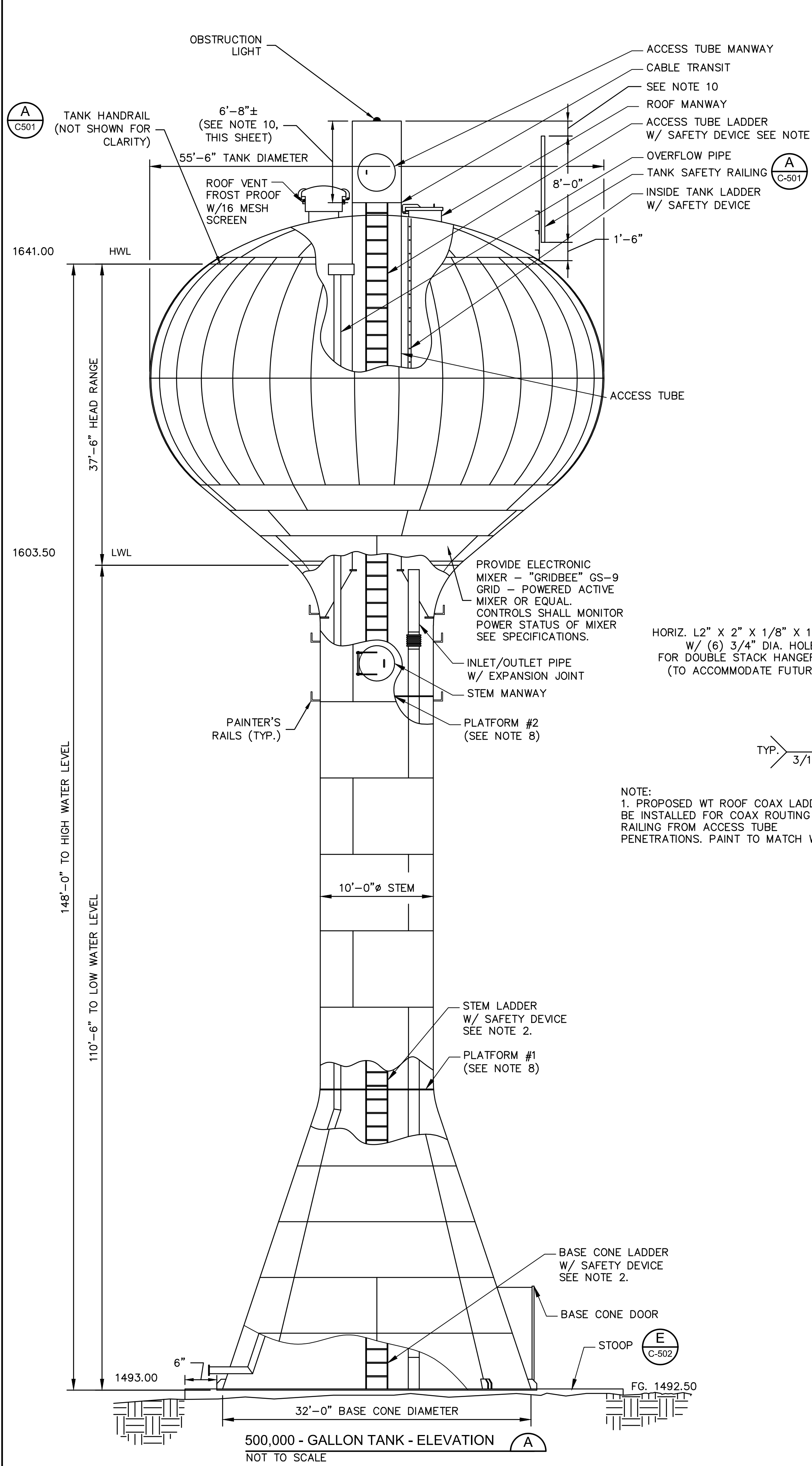


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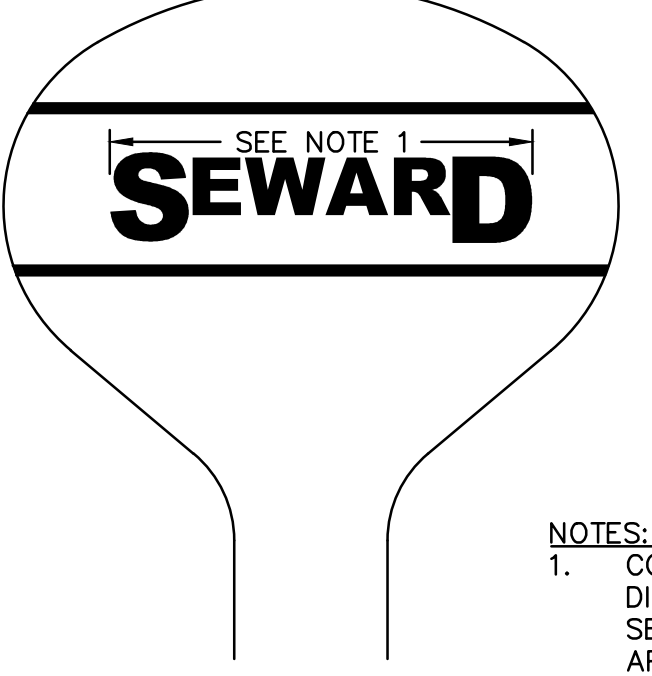
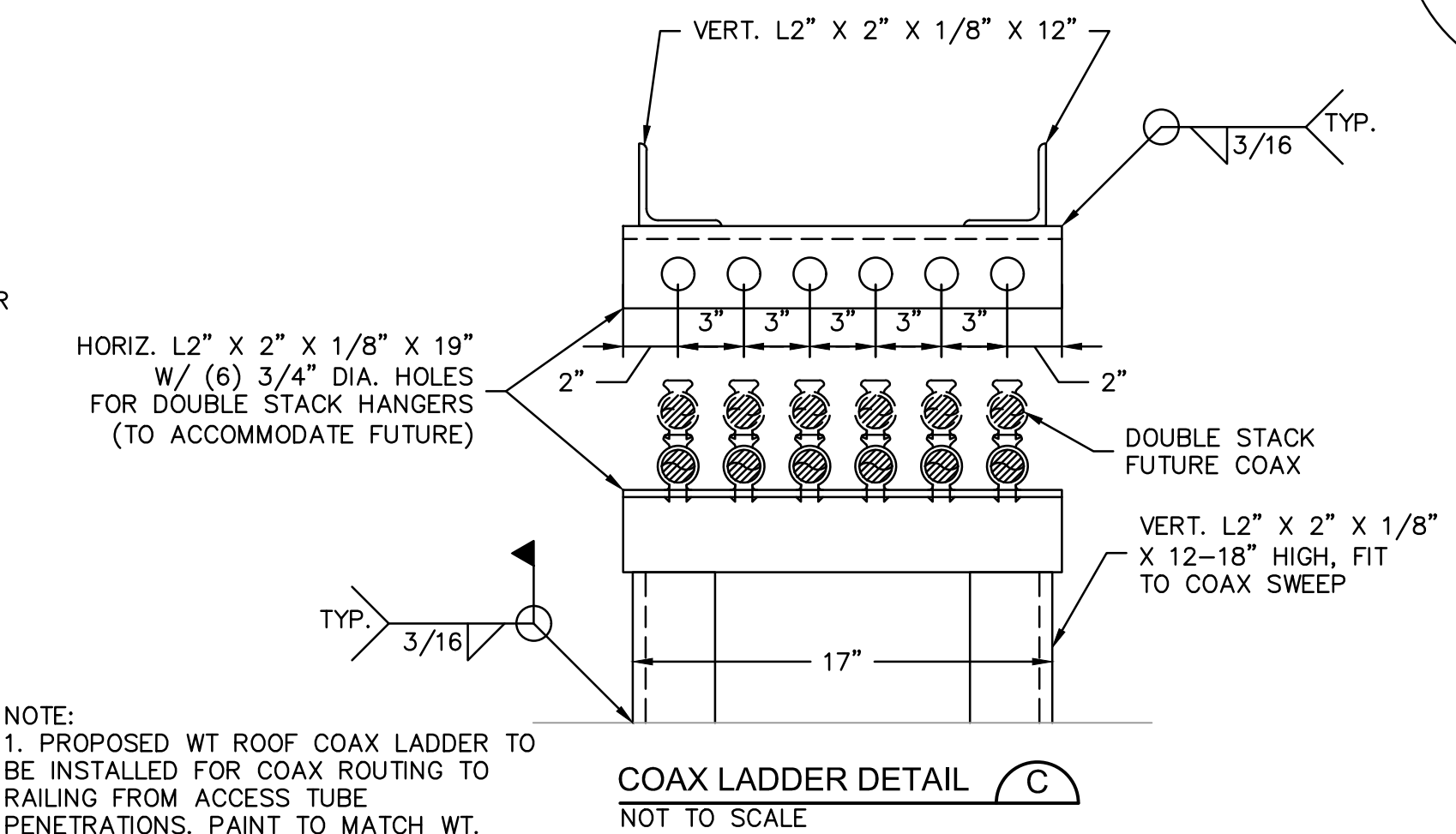
REV. NO.	DATE	REVISIONS DESCRIPTION

**MISC DETAILS**  
 500,000 GALLON WATER TOWER  
 SEWARD, NEBRASKA  
 2022  
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 checked by: OMK  
 approved by: OMK  
 QA/QC by: CTR  
 project no.: 019-3180  
 drawing no.:  
 date: 09/02/2022  
 C-502  
 14 OF 28

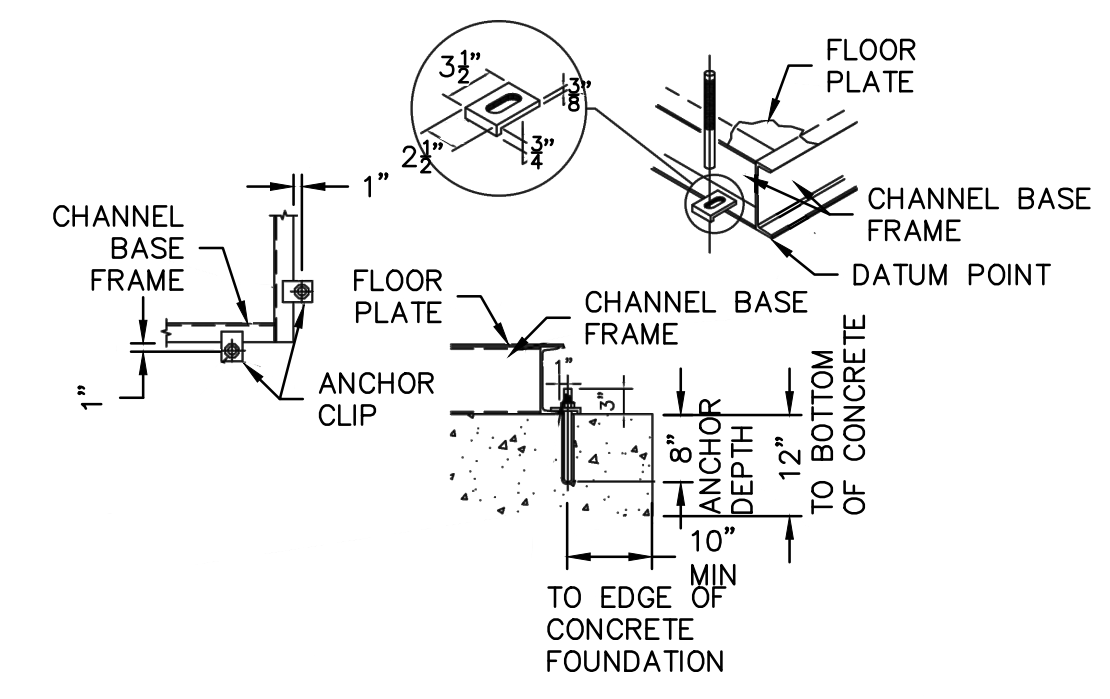
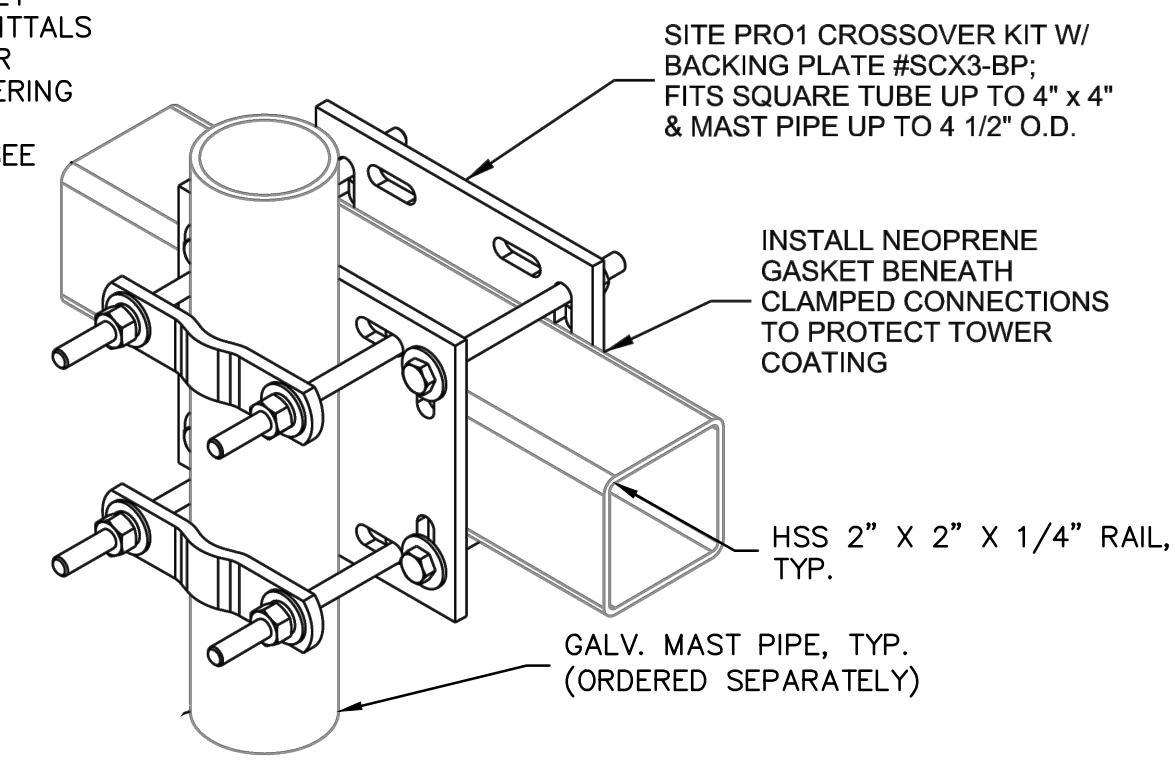
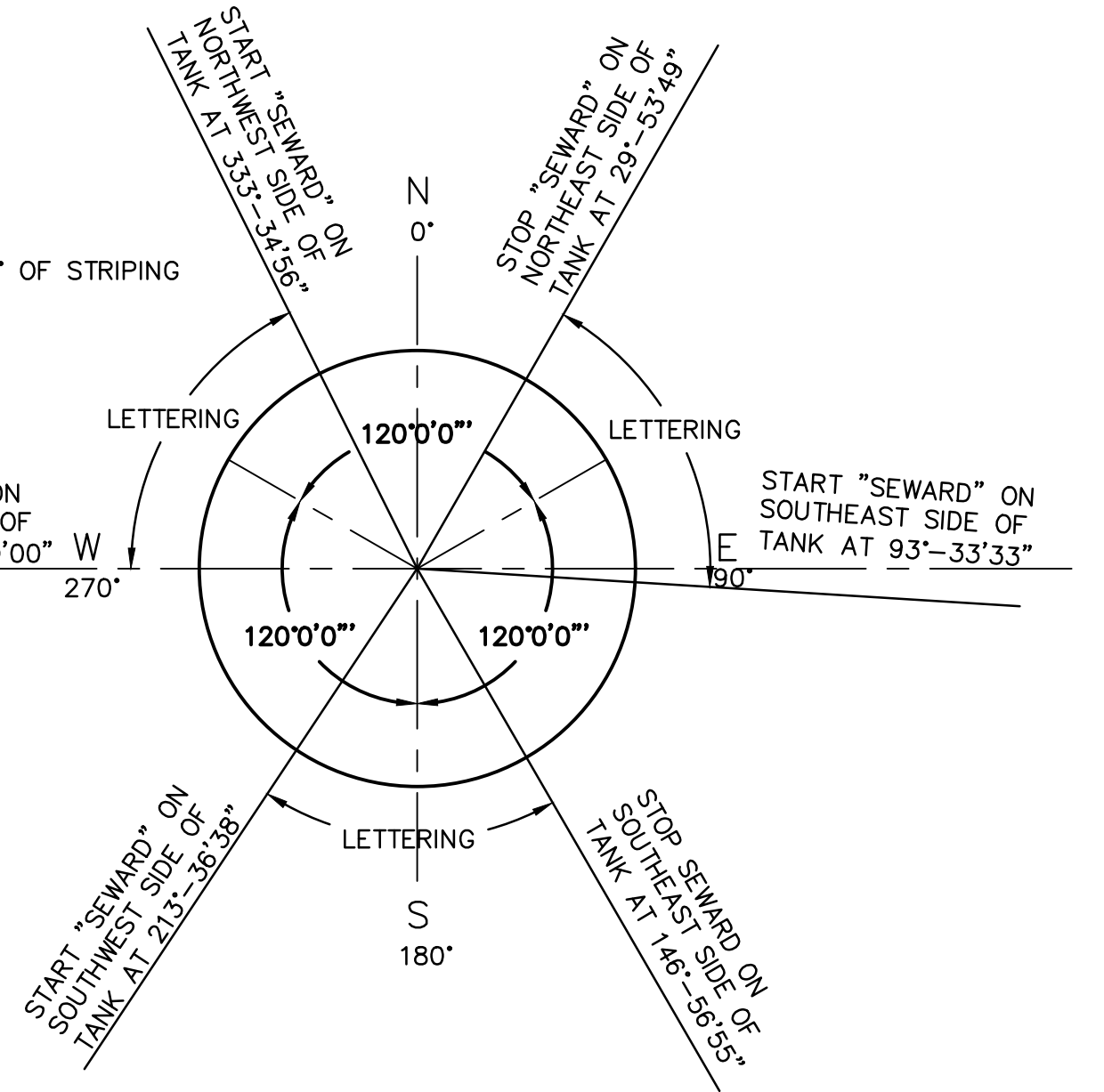
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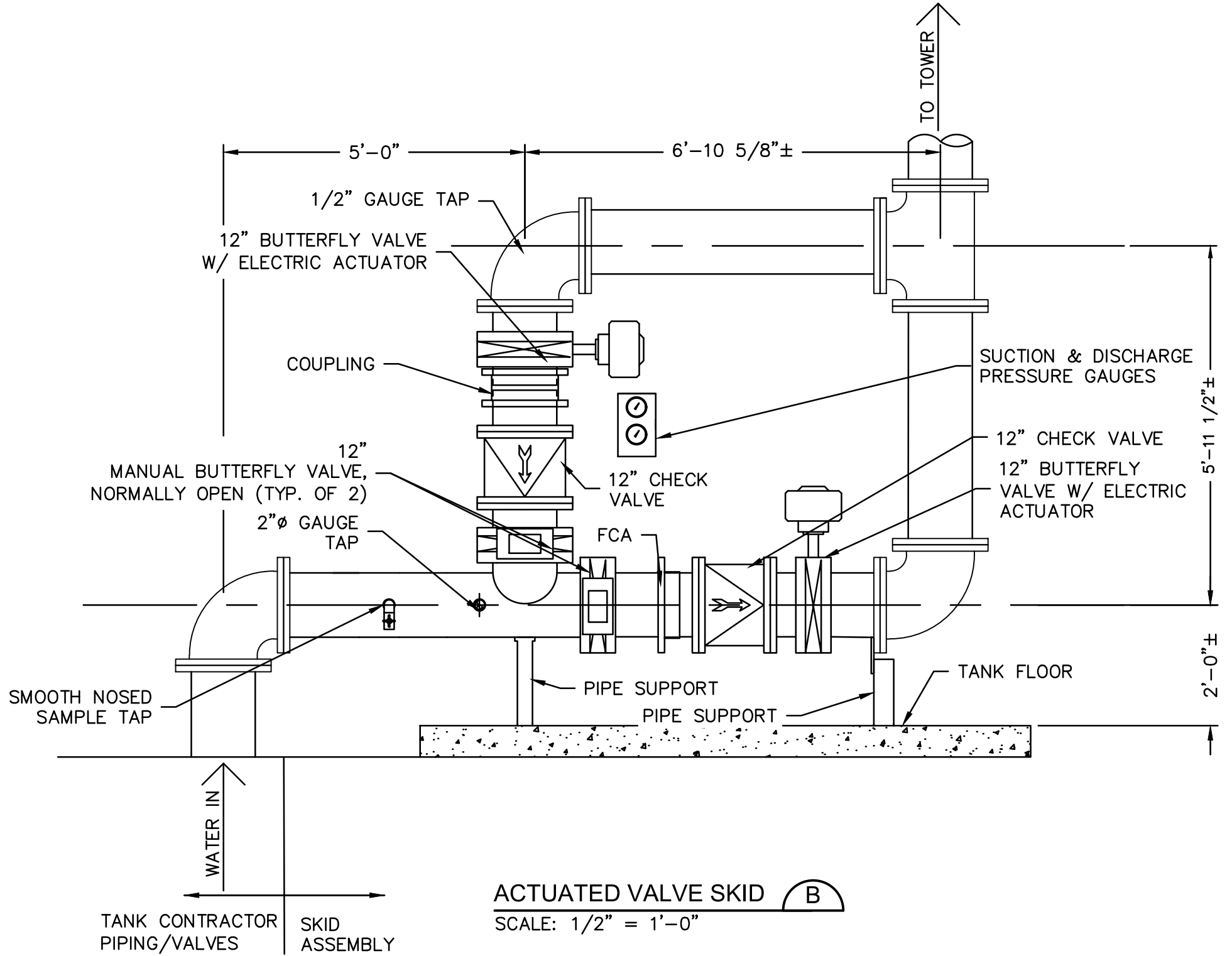
- GENERAL TANK NOTES:
- DIMENSIONS SHOWN ARE TYPICAL FOR A 500,000 - GALLON SPHEROID TANK, PROVIDED FOR INFORMATION PURPOSES ONLY. DIAMETER OF BASE CONE AND FOUNDATION SHALL BE DETERMINED BY TANK CONTRACTOR.
  - PROVIDE A LADDER SAFETY DEVICE MEETING CURRENT OSHA STANDARDS. PROVIDE TWO COMPATIBLE SAFETY HARNESSES UPON COMPLETION OF PROJECT INSTALL FIVE METAL HOOKS INSIDE CONE TO HANG SAFETY EQUIPMENT.
  - SEE SPECIFICATIONS FOR ADDITIONAL ACCESSORIES
  - SEE INSTRUMENTATION SHEETS/SPECIFICATIONS FOR COMMUNICATION EQUIPMENT REQUIREMENTS
  - PROVIDE TWO 1'-0" X 2'-0" CONC. COMMUNICATIONS DUCT BANK & ONE 2" CONDUIT THROUGH FOUNDATION/FINISHED FLOOR TO HOUSE ANTENNA & SPRINKLER SYSTEM CONTROL WIRING. UTILIZE WALL SLEEVES AND CAP DUCT BANK CONDUIT(S) ON BOTH ENDS.
  - HAND RAIL NOT SHOWN IN THIS VIEW FOR CLARITY.
  - TOWER BASE CONE TO BE INSULATED AND HEATED FOR PROTECTION AGAINST FREEZING. SEE GENERAL NOTES 4-6, SHEET C-501.
  - PROVIDE TWELVE 2-IN CABLE PENETRATIONS THROUGH EACH PLATFORM. SEE DETAIL "C", THIS SHEET.
  - FURNISH AND INSTALL (WELD) TWELVE CABLE SUPPORTS ON INSIDE SURFACE OF PEDESTAL AND ACCESS TUBE AT 10'-0" INTERVALS, OR AS RECOMMENDED BY CABLE SUPPLIER.
  - WATER TOWER ACCESS TUBE HEIGHT IS PROVIDED FOR INFORMATION PURPOSES ONLY. CONTRACTOR SHALL SIZE TUBE SUCH THAT THE OBSTRUCTION LIGHT IS INSTALLED ABOVE THE TOP OF ANY ANTENNA MOUNTED TO THE SAFETY RAIL. SUBMIT A DIMENSIONED SET OF DRAWINGS DURING THE 'SUBMITTALS' SECTION OF THE SPECIFICATIONS FOR REVIEW DURING THE SHOP DRAWING REVIEW PERIOD.



- NOTES:
- CONTRACTOR SHALL PROVIDE A FULLY DIMENSIONED FIGURE PER THE SUBMITTALS SECTION OF THE SPECIFICATIONS FOR APPROVAL PRIOR TO PAINTING LETTERING
  - DETAIL DEPICTS ALTERNATE BID - SEE SPECIFICATIONS FOR BASE BID.



- NOTE:
- ANCHOR CLIPS FURNISHED BY SKID MANUFACTURER.
  - ANCHOR BOLTS AND NUTS BY TANK CONTRACTOR.
  - SHIMS MAY BE REQUIRED AROUND PERIMETER OF BASE FRAME FOR LEVELNESS.
  - ANCHOR BOLTS SHALL BE PLACED WITHIN 12" OF EACH CORNER WITH THE REMAINING ANCHORS BEING SPACED NO MORE THAN 6" APART ALONG ALL SIDES OF THE SKID PERIMETER WITH ANY SIDE OF 7 FEET OR LESS HAVING TWO ANCHOR BOLTS, ALL ACCORDING TO IBC 2308.6, 2006 ED.



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PROFESSIONAL CIVIL ENGINEER  
 OWEN M. KILLHAM  
 E-13777  
 9/02/2022  
 STATE OF NEBRASKA

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REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

2022

WATER TOWER DETAILS

500,000 GALLON WATER TOWER

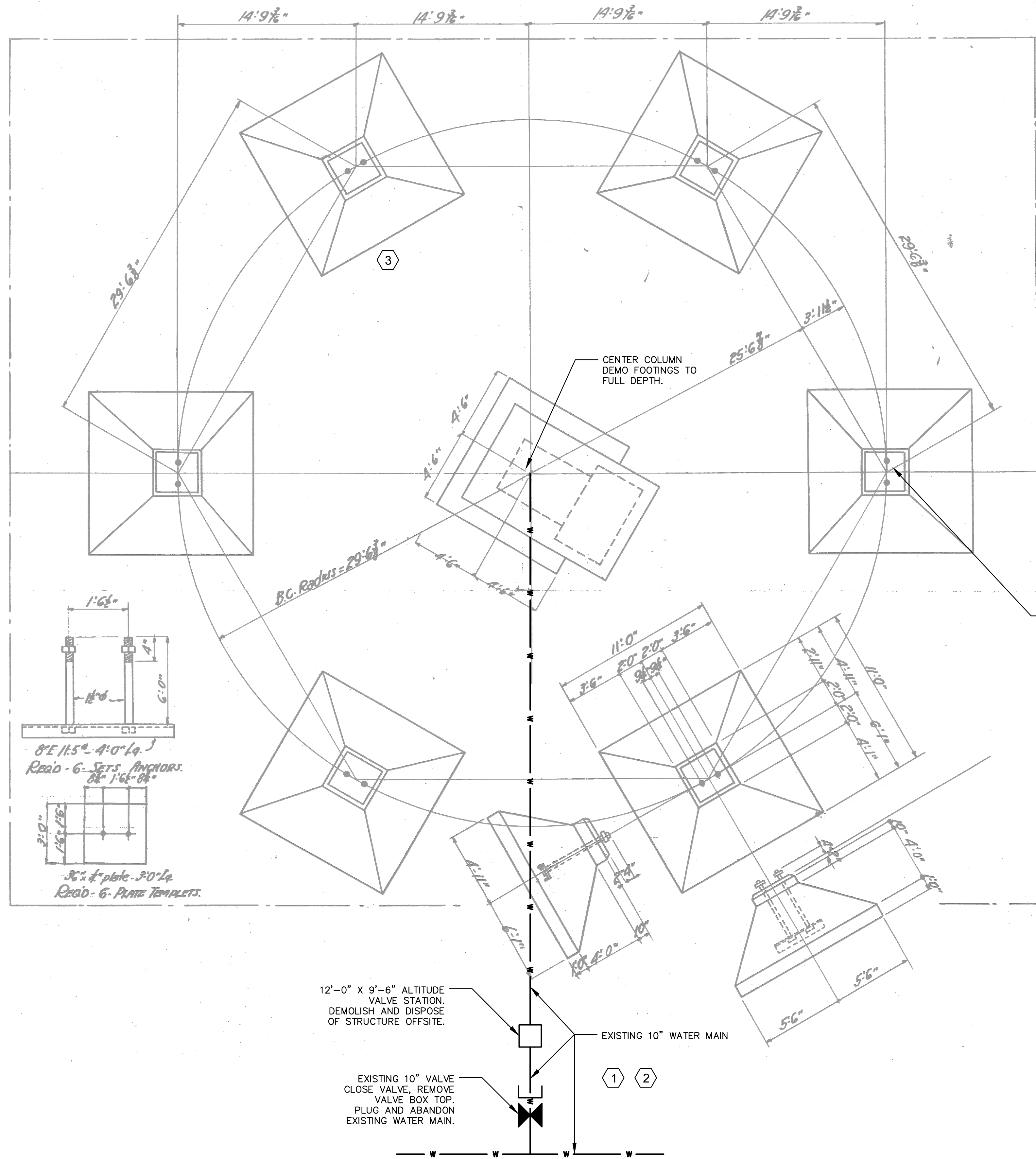
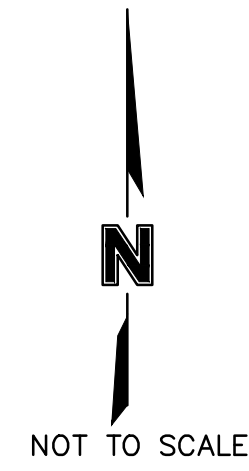
SEWARD, NEBRASKA

drawn by: CLN  
 checked by: OMK  
 approved by: OMK  
 QA/QC by: CTR  
 project no.: 019-3180  
 drawing no.:  
 date: 09/02/2022

C-503  
 15 OF 28



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 USER: cnelson  
 P\_PAT\_0193180  
 P\_PBASE\_0193180  
 P\_PWAIR\_0193180  
 V\_XTOPO\_0193180



EXISTING WATER TOWER COLUMN FOOTINGS (TYP. OF 6) DEMOLISH TO FULL DEPTH, DISPOSE OF OFFSITE. BACKFILL, COMPACT, AND REPAIR SURFACE TO PRE-CONSTRUCTION CONDITIONS.

- NOTES:
- CONTRACTOR SHALL COORDINATE THE REMOVAL/RELOCATION OF ANTENNA, SHEDS, AND EQUIPMENT ON EXISTING TOWER PRIOR TO DEMOLITION OF TANK.
  - WATER SYSTEM TO REMAIN IN SERVICE AT ALL TIMES DURING DEMOLITION OPERATIONS
  - EXISTING CONTROLS SHED TO BE REMOVED AND RELOCATED BY THE UTILITY OWNER. SEE SITE PLAN FOR LOCATION.
  - PROTECT ALL EXISTING UTILITIES DURING CONSTRUCTION.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR PROPERLY DISPOSING OF ALL MATERIALS, INCLUDING COSTS ASSOCIATED WITH PERMITS REQUIRED.
  - DEMOLISH AND REMOVE EXISTING ALTITUDE VALVE STATION STRUCTURE AND ASSOCIATED EQUIPMENT. SEE SITE PLAN FOR LOCATION.
  - UNLESS GIVEN PERMISSION BY OWNER, DEMOLITION OF EXISTING WATER TOWER MAY NOT OCCUR UNTIL NEW WATER TOWER IS COMPLETE AND IN SERVICE.
  - COORDINATE ALL NECESSARY ROAD CLOSURES AND UTILITY SERVICE INTERRUPTIONS WITH ENGINEER, ALL COSTS ASSOCIATED WITH TRAFFIC CONTROL OPERATIONS SHALL BE SUBSIDIARY TO THE PROJECT.
  - LIMIT CONTRACTOR'S OPERATIONS TO EXISTING WATER TOWER PROPERTY, UNLESS GIVEN PERMISSION BY OWNER.
  - DRAWINGS AND DIMENSIONS PROVIDED FOR INFORMATION PURPOSES ONLY. CONTRACTOR SHALL VERIFY ALL DIMENSIONS DURING CONSTRUCTION.
  - CURRENT TENANTS ON EXISTING TOWER:
    - CINGULAR WIRELESS: CELL SITE #NEL02382  
FIXED ASSET: 14412492  
1025 LENOX PARK BLVD NE, 3RD FLOOR  
ATLANTA, GA 30319  
(888) 722-1787
    - US CELLULAR: SITE # 855391  
REAL ESTATE LEASE ADMINISTRATION  
8410 W. BRYN MAWR AVENUE  
CHICAGO, IL 60631  
(773) 399-8900
    - COMNET: SITE NAME: SEWARD, NE  
TISDALE NEBRASKA, LLC  
400 NORTHRIDGE ROAD SUITE 325  
ATLANTA, GA 30350  
ATTN: REAL ESTATE NOTICES  
(678) 338-5960
  - CONTRACTOR SHALL COORDINATE EXISTING ANTENNA REMOVAL AND REINSTALLATION ON NEW TOWER.
  - REMOVE AND SALVAGE CHECK VALVE, BUTTERFLY VALVE, ACTUATORS, AND CONTROLS EQUIPMENT WITHIN VALVE STRUCTURE. RETURN TO OWNER.

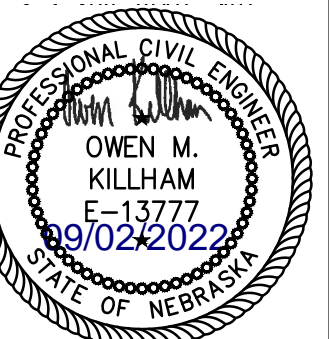
- DRAIN WATER TOWER INTO DISTRIBUTION SYSTEM AND OR THROUGH THE NEAREST HYDRANT. CLOSE SUPPLY VALVE TO TOWER.
- CLOSE ONSITE VALVES, PLUG AND ABANDON EXISTING WATER MAINS (IN PLACE) REMOVE VALVE BOX TOPS.
- DEMOLISH, REMOVE, AND DISPOSE OF WATER TOWER, LEG FOUNDATIONS, SPLASH PAD, AND OTHER MISCELLANEOUS ASSOCIATED ITEMS PER THE SPECIFICATIONS. REMOVE FOUNDATIONS TO FULL DEPTH

12'-0" X 9'-6" ALTITUDE VALVE STATION. DEMOLISH AND DISPOSE OF STRUCTURE OFFSITE.

EXISTING 10" VALVE CLOSE VALVE, REMOVE VALVE BOX TOP. PLUG AND ABANDON EXISTING WATER MAIN.

EXISTING 10" WATER MAIN

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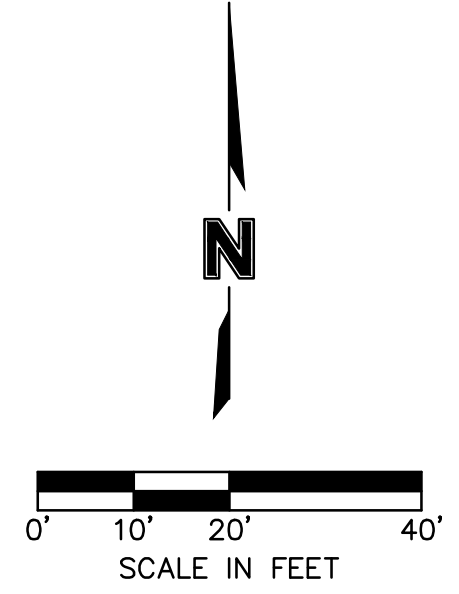
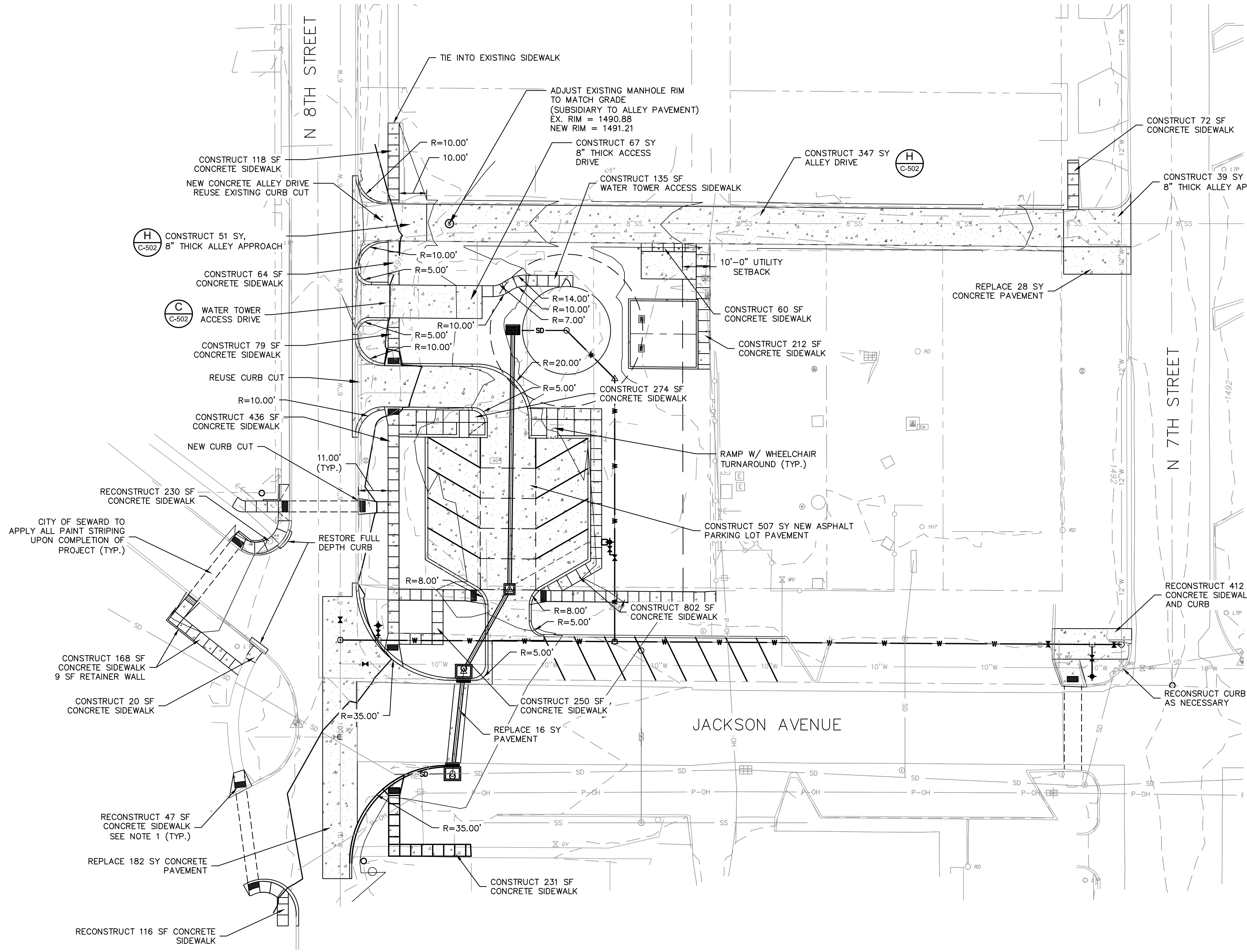
REV. NO.	DATE	REVISIONS DESCRIPTION

EXISTING 200,000-GALLON WATER TOWER DEMO (BID SECTION III)	2022
500,000 GALLON WATER TOWER	
SEWARD, NEBRASKA	

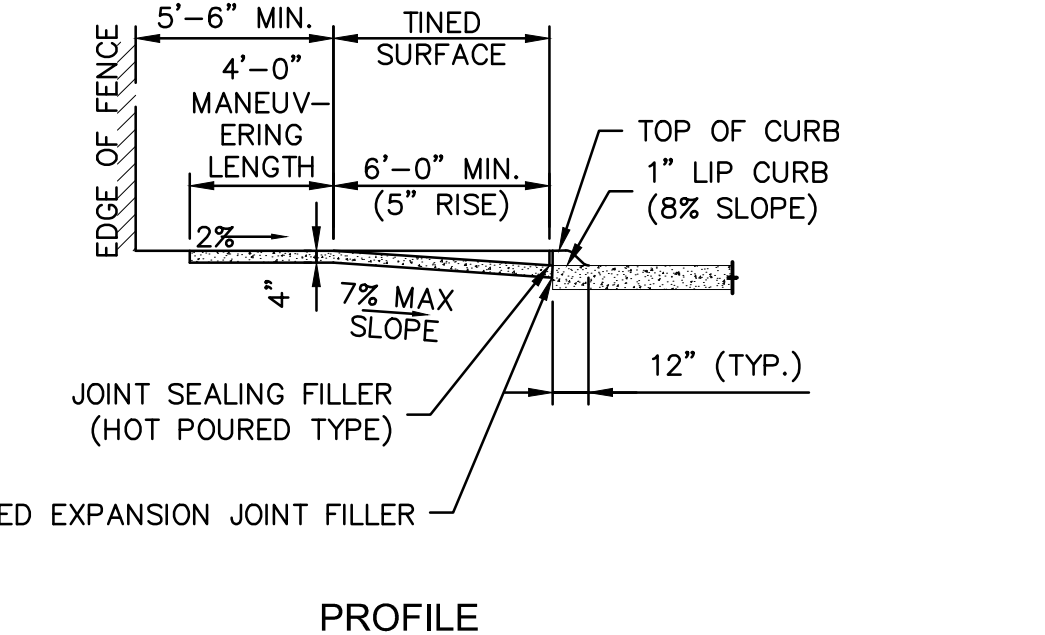
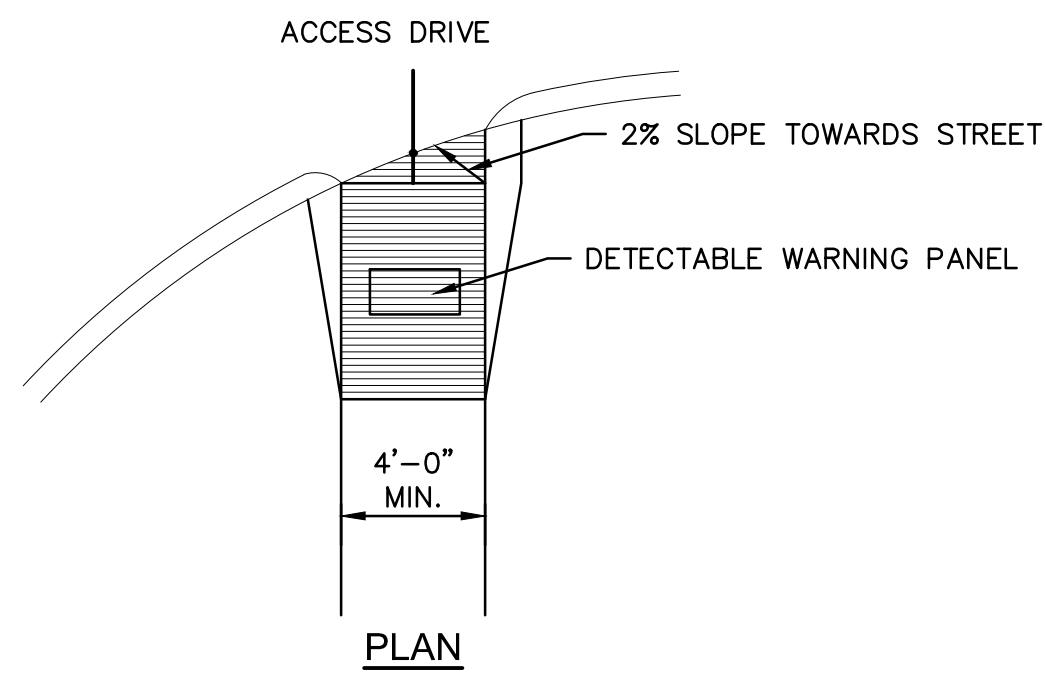
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 checked by: OMK  
 approved by: OMK  
 QA/QC by: CTR  
 project no.: 019-3180  
 drawing no.:  
 date: 09/02/2022



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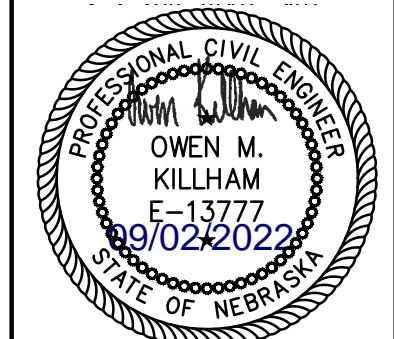


- NOTES:
- CONSTRUCT ALL CURB RAMPS, WITH DETECTABLE WARNING PANELS IN CONFORMANCE WITH NEBRASKA DEPARTMENT OF TRANSPORTATION (NDOT) STANDARD PLAN NO. 303-R3
  - SEE SHEET C-508 FOR DRAINAGE PLAN



TYPICAL RAMP PLAN & PROFILE (A)  
 SCALE: 3/16" = 1'-0"

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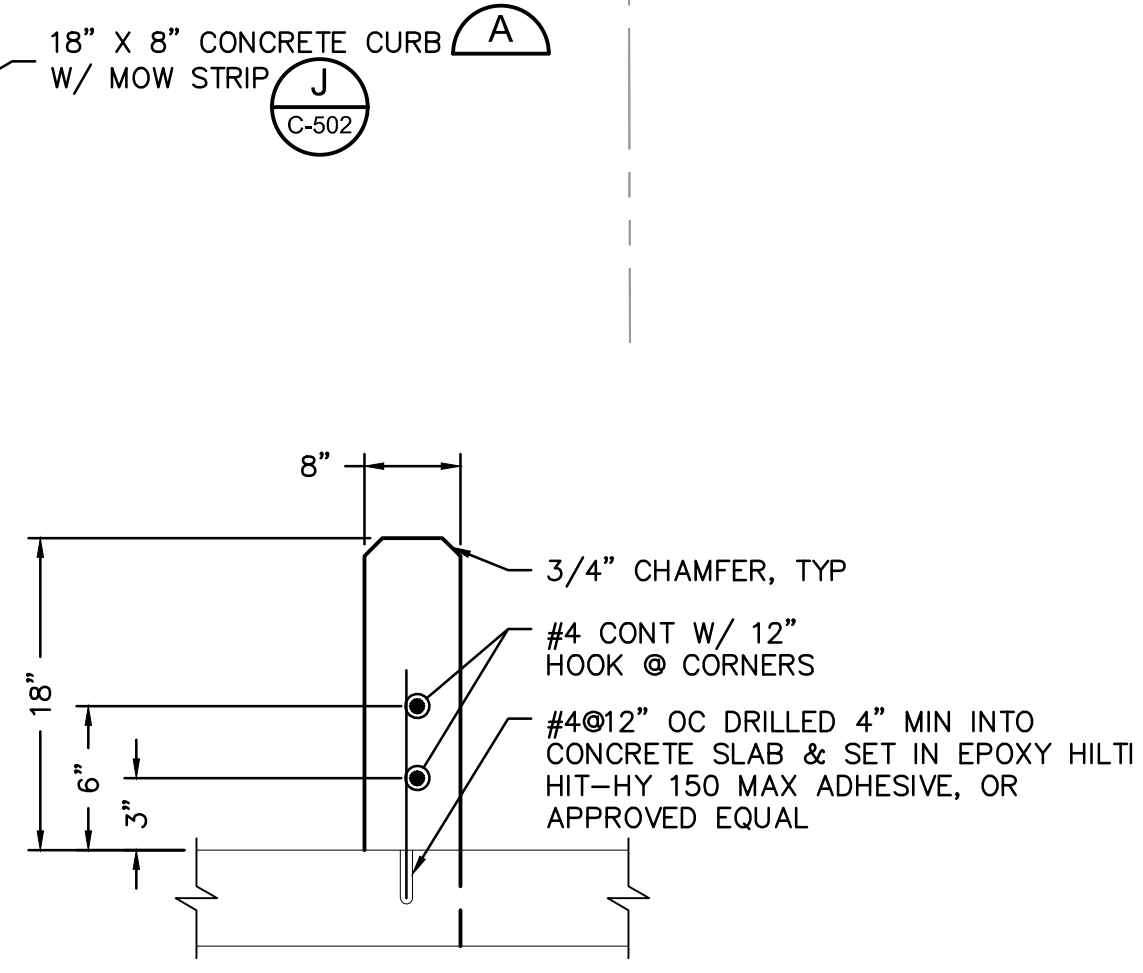
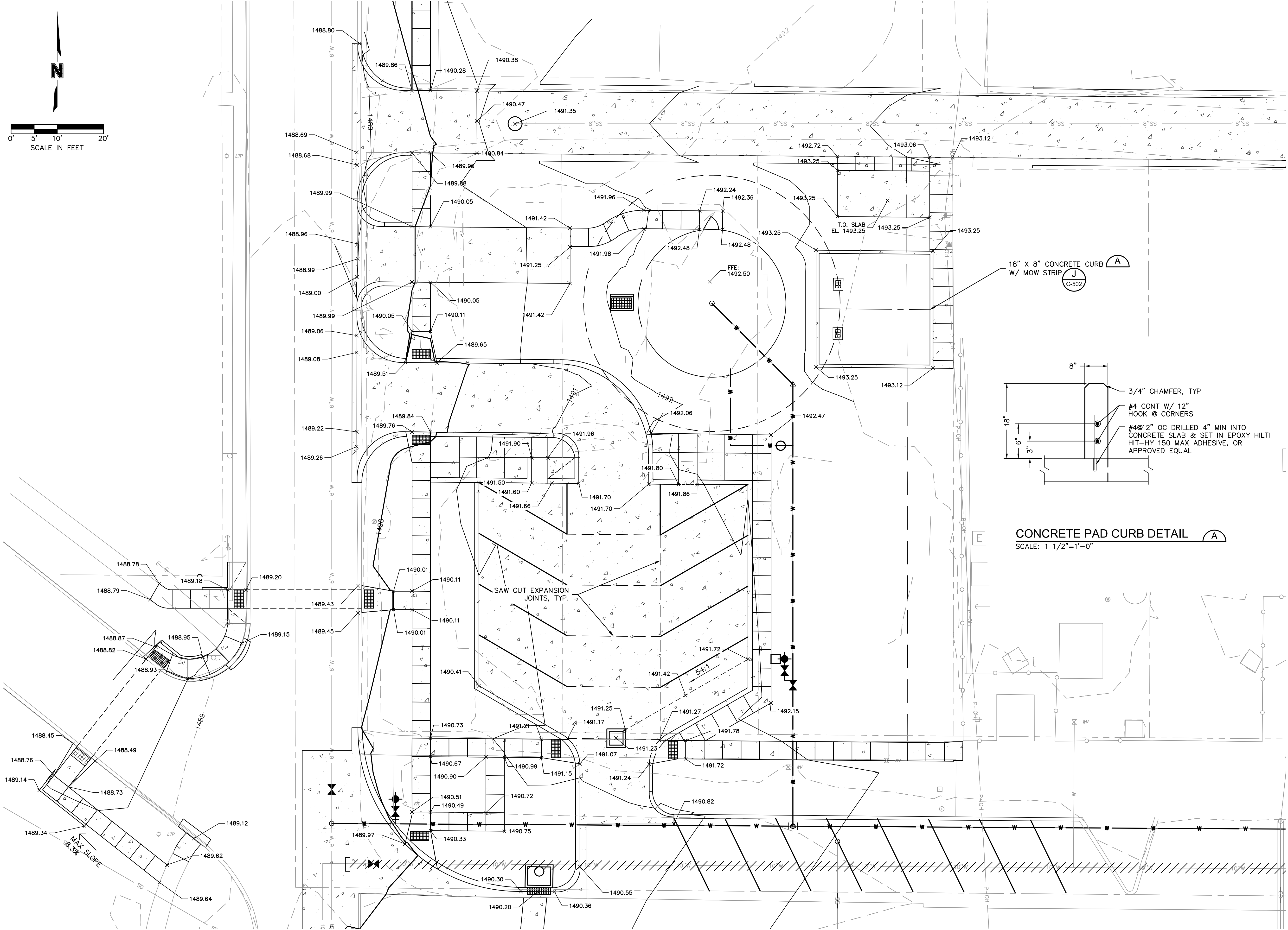
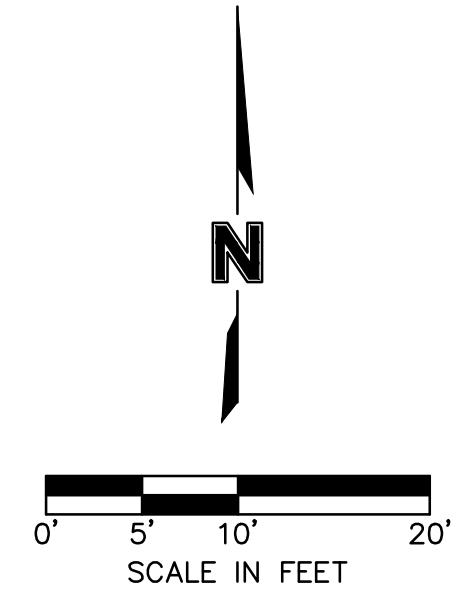
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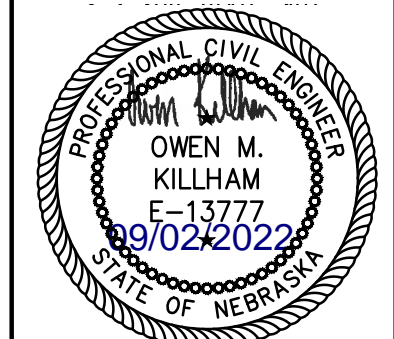
SIDEWALK & PAVING PLAN  
 500,000 GALLON WATER TOWER  
 SEWARD, NEBRASKA  
 2022

drawn by: CLN  
 checked by: OMK  
 approved by: OMK  
 QA/QC by: CTR  
 project no.: 019-3180  
 drawing no.:  
 date: 09/02/2022

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 USER: cnelson P\_PBASE\_0193180



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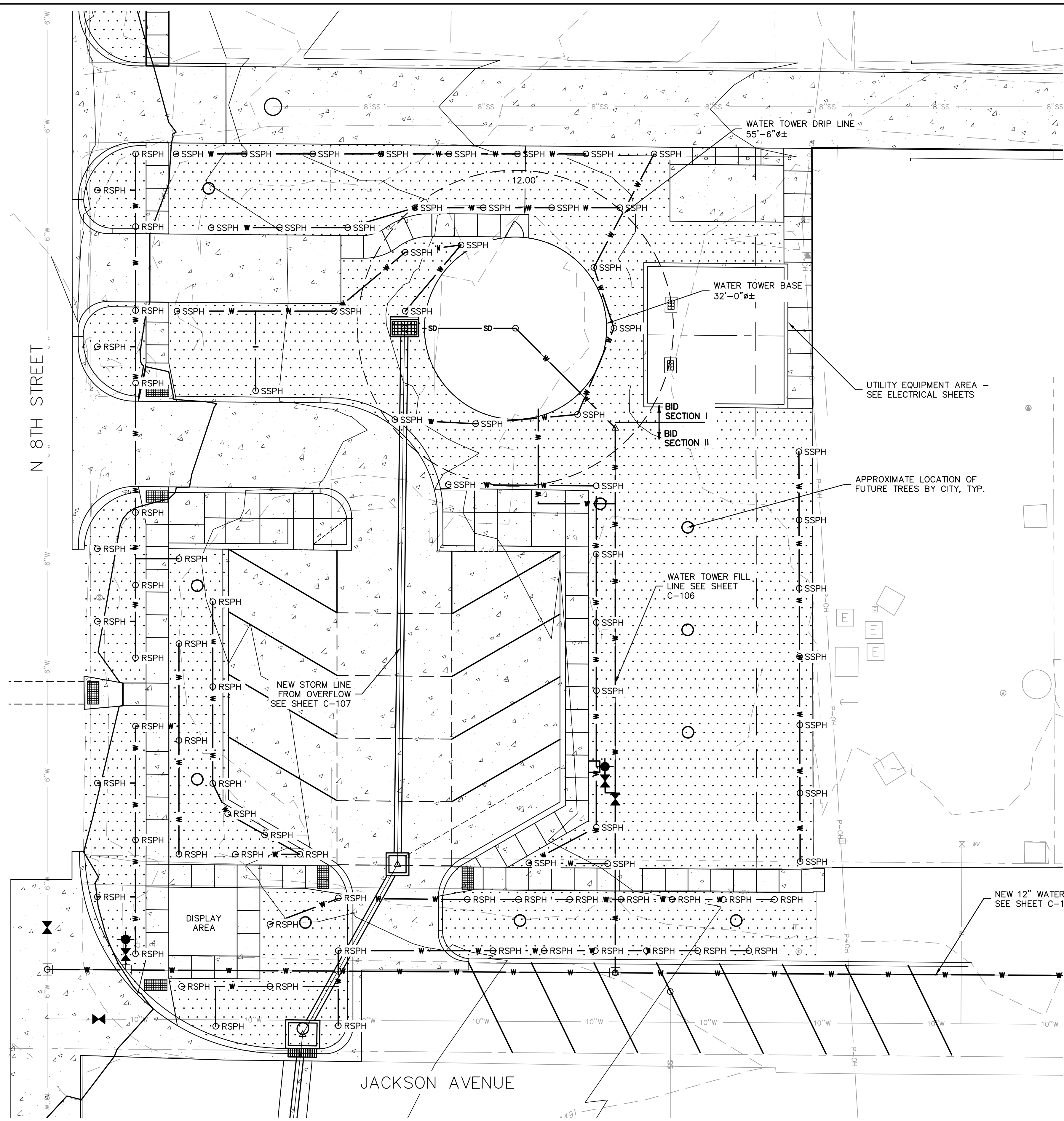
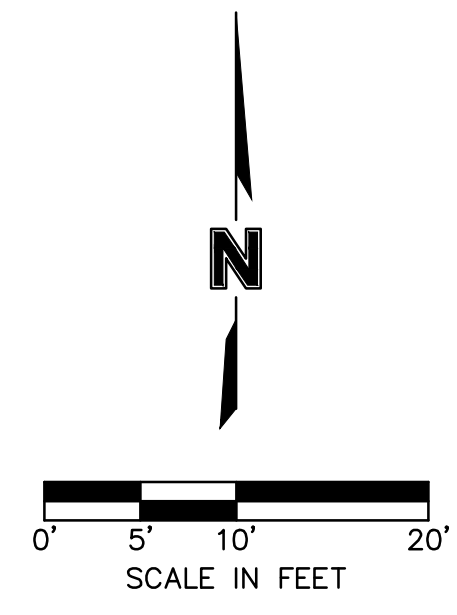


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REV. NO.	DATE	REVISIONS DESCRIPTION

SIDEWALK & PAVEMENT DRAINAGE PLAN	2022	REVISIONS
	500,000 GALLON WATER TOWER	SEWARD, NEBRASKA
drawn by: CLN	checked by: OMK	approved by: OMK
QA/QC by: CTR	project no.: 019-3180	date: 09/02/2022

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 USER: c:\olson



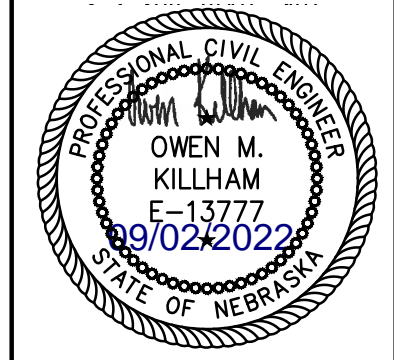
- NOTES:
- CONTRACTOR SHALL PROVIDE AND SPREAD A MINIMUM OF 5" OF TOPSOIL CAPABLE OF ACCOMMODATING TURF GRASS/SOD.
  - SITE SPRINKLER SYSTEM TO BE PROVIDED PER THE ALLOWANCE IN THE SPECIFICATIONS. CONTRACTOR SHALL COORDINATE SPRINKLER INSTALLATION.
  - SOD INSTALLER TO PROVIDE FINE GRADING AND SOD INSTALLATION, PER THE ALLOWANCE IN THE SPECIFICATIONS. CONTRACTOR SHALL COORDINATE SOD INSTALLATION.
  - 1" METER (BY CITY) AND BFP (WATTS STANDARD DOUBLE) TO BE INCLUDED ABOVE GRADE AND INSIDE TOWER BASE.

LEGEND

- SODDING (SEE NOTE 1)
- NEW PAVEMENT (SEE PAVING SHEETS)
- OSSPH SPRAY SPRINKLER HEAD
- ORSPH ROTOR SPRINKLER HEAD

QTY		
DESCRIPTION	QTY	UNIT
SODDING	9897	SF

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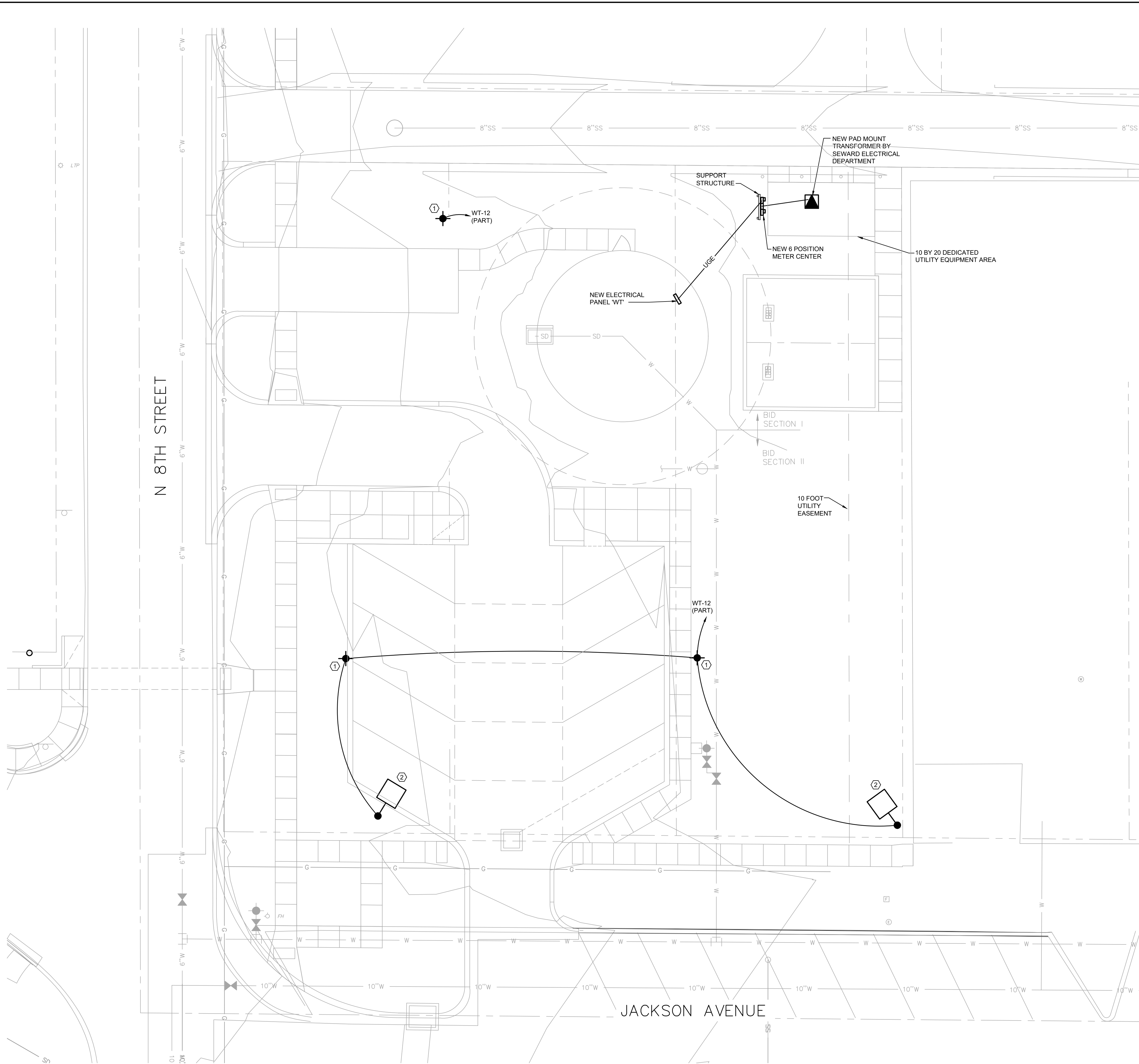
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REV. NO.	DATE	REVISIONS DESCRIPTION

LANDSCAPING PLAN	500,000 GALLON WATER TOWER	2022
	SEWARD, NEBRASKA	REVISIONS

drawn by: CLN  
 checked by: OMK  
 approved by: OMK  
 QA/QC by: CTR  
 project no.: 019-3180  
 drawing no.:  
 date: 09/02/2022

DWG: F:\2019\3001-3500\019-3180-40-Design\AutoCAD\Final Plans\Sheets\MECH\Electrical\E\_NSIT\_0193180.dwg USER: fegelhoff  
 DATE: Aug 30, 2022 10:32am P\_PWATR\_0193180 P\_SIT02\_0193180 P\_PATBK\_0193180 P\_XBASE\_0193180 P\_PBASE\_0193180



**1 ELECTRICAL SITE PLAN**  
 SCALE: 1" = 10'-0"

**GENERAL SHEET NOTES**

A. COORDINATE NEW SERVICE LOCATION AND REQUIREMENTS WITH SEWARD ELECTRICAL DEPARTMENT.

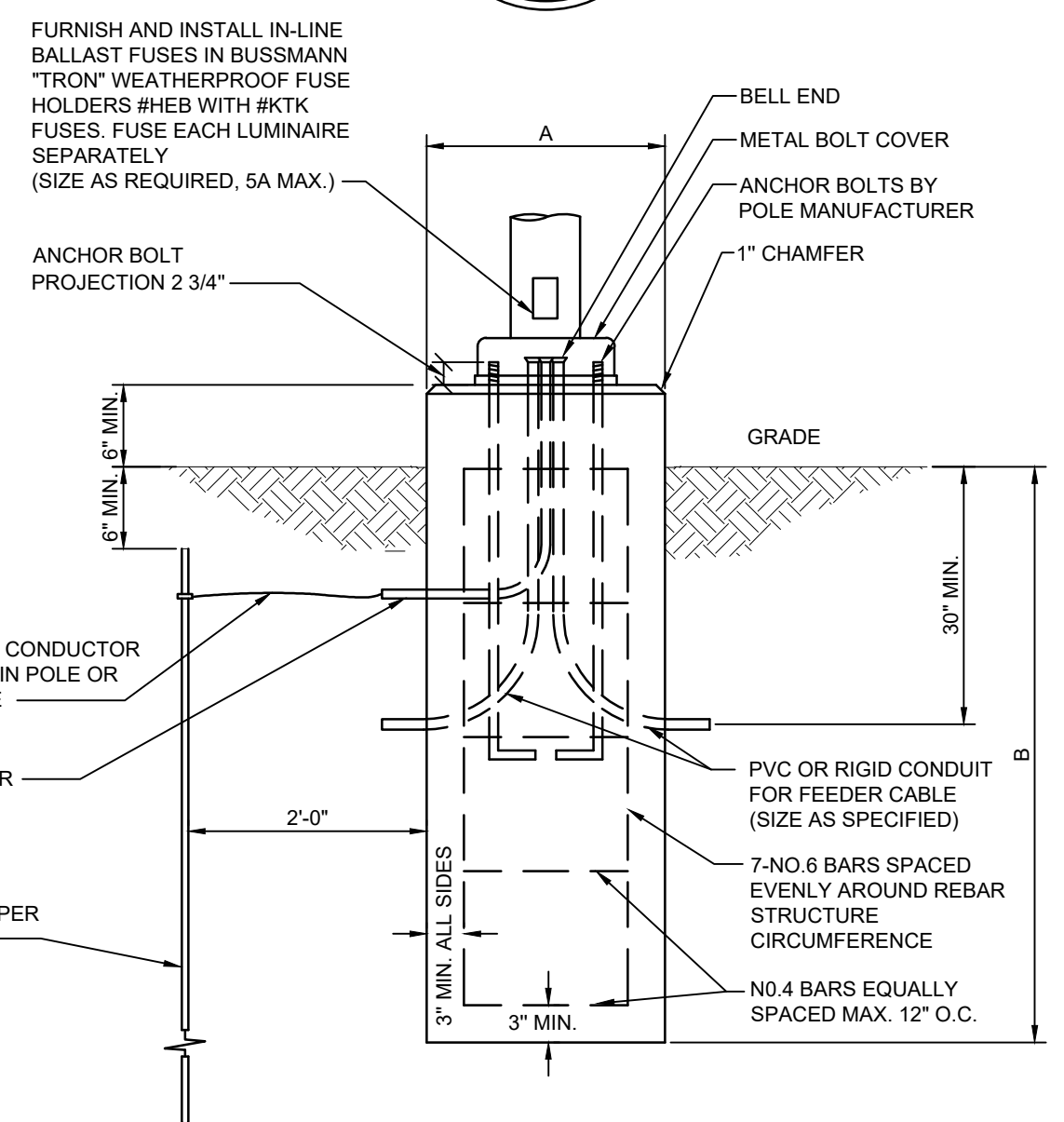
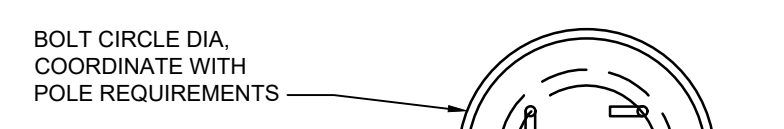
**SHEET KEYNOTES**

- OWNER FURNISHED POST TOP AREA LIGHT, CONTRACTOR INSTALLED. DIRECT BURIED. 14 FOOT FIBERGLASS POLE WITH LED LIGHT FIXTURE AND PHOTOCCELL CONTROL. COORDINATE WITH SEWARD ELECTRICAL DEPARTMENT FOR OWNER PROVIDED EQUIPMENT.
- WATER TOWER SPOT LIGHT, COOPER-STREETWORKS MODEL UFLD-L-CA4-240-750-U-33-S-AP-10K-PR-QA9A1014-TS2HW/NFLD-XX OR EQUAL. PROVIDE FIXTURE WITH DIE CAST ALUMINUM HOUSING GREY FINISH, SLIPFITTER MOUNTING WITH LEADS THROUGH SLIPFITTER, 240 WATTS, 70 CRI, 5000K, 31,340 LUMENS, TOP AND SIDE VISORS, 3H X 3V SPOT DISTRIBUTION, PHOTOCCELL CONTROL. MOUNT ON 40 FOOT TALL ROUND TAPERED ALUMINUM POLE, COOPER MODEL RTA0L40AV2XDGV OR EQUAL. PROVIDE POLE WITH GREY FINISH TO MATCH FIXTURE, 2-3/8" TENON TOP MOUNTING, BASE COVER, GROUND LUG, AND VIBRATION DAMPENER. LIGHT AND POLE TO HAVE 5 YEAR WARRANTY. FIELD AIM TO PROPERLY LIGHT UP LOGO ON WATER TOWER.

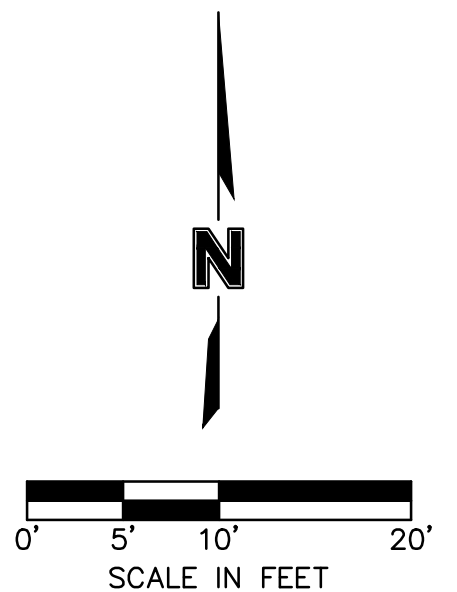
**LIGHTING FOUNDATION DATA**

MOUNTING HEIGHT	A	B	STEEL	CONCRETE
UP TO 30'	2'-0"	5'-0"	50 lb.	0.58 CU. YDS.
31' TO 40'	2'-0"	5'-6"	55 lb.	0.64 CU. YDS.
41' TO 50'	2'-6"	6'-0"	63 lb.	1.10 CU. YDS.

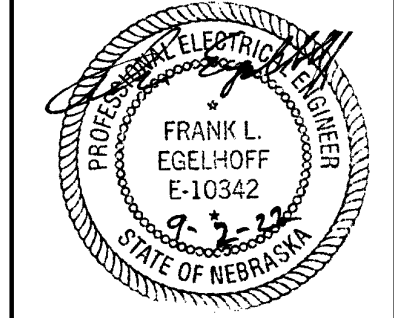
CONCRETE CLASS "47B-3000"  
 REINFORCING STEEL: GRADE 60  
 ANCHOR BOLTS: 1" DIA. (AASHTO M314, GR.55)  
 HEAVY HEX GALVANIZED NUTS: (AASHTO M291, GR A)  
 FLAT WASHERS GALVANIZED: (AASHTO M293)



**2 POLE BASE DETAIL**  
 NOT TO SCALE



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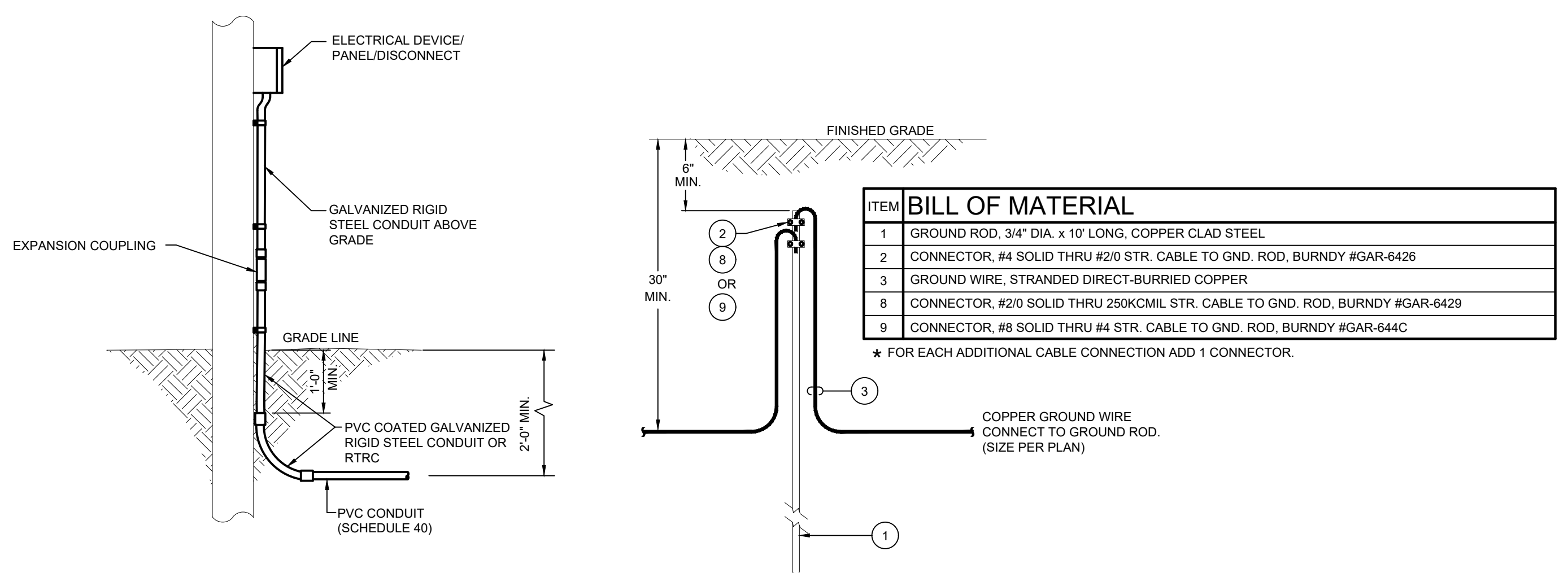
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REV. NO.	DATE	REVISIONS DESCRIPTION

ELECTRICAL SITE PLAN	2022
	500,000 GALLON WATER TOWER
SEWARD, NEBRASKA	REVISIONS

drawn by: FLE  
 checked by: FLE  
 approved by: FLE  
 QA/QC by: TLF  
 project no.: 019-3180  
 drawing no.:  
 date: 09/02/2022

DWG: F:\2019\3001-3500\019-3180-40-Design\AutoCAD\Final Plans\Sheets\MECH\Electrical\E\_NPWR\_0193180.dwg  
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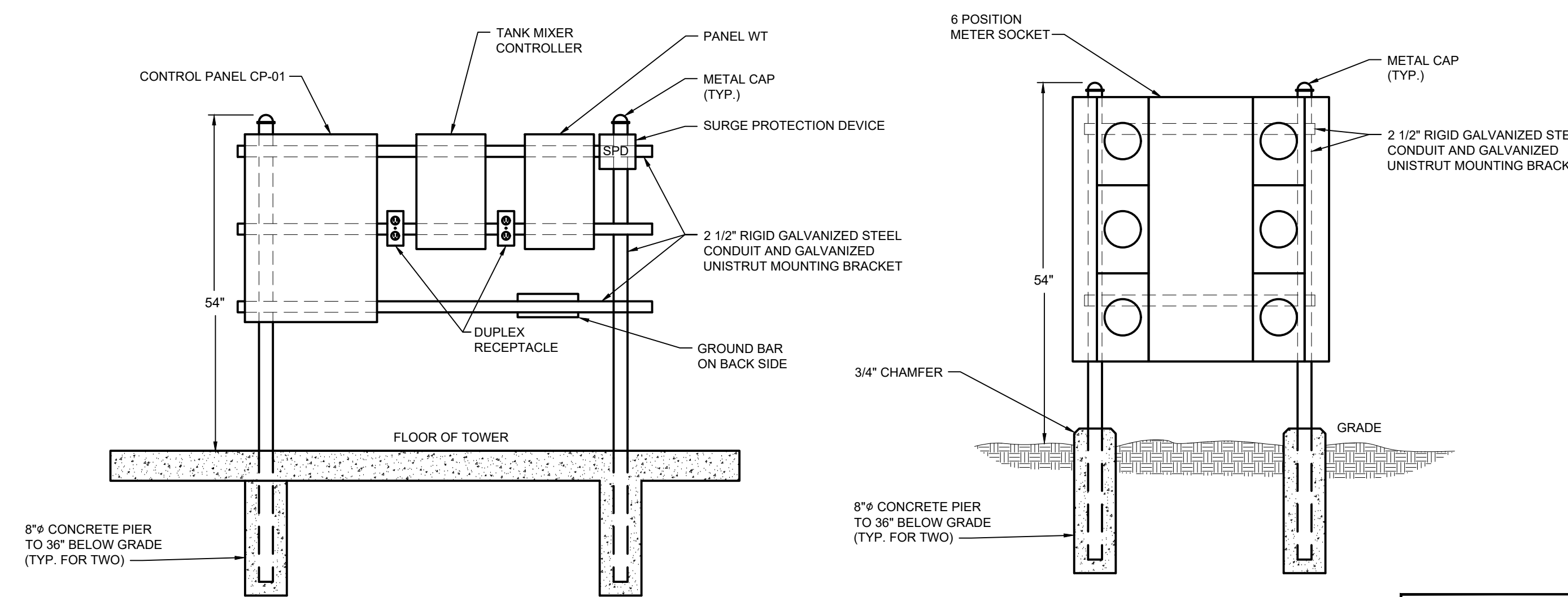


BILL OF MATERIAL	
ITEM	DESCRIPTION
1	GROUND ROD, 3/4" DIA. x 10' LONG, COPPER CLAD STEEL
2	CONNECTOR, #4 SOLID THRU #2/0 STR. CABLE TO GND. ROD, BURNDY #GAR-6426
3	GROUND WIRE, STRANDED DIRECT-BURRIED COPPER
8	CONNECTOR, #2/0 SOLID THRU 250KCMIL STR. CABLE TO GND. ROD, BURNDY #GAR-6429
9	CONNECTOR, #8 SOLID THRU #4 STR. CABLE TO GND. ROD, BURNDY #GAR-644C

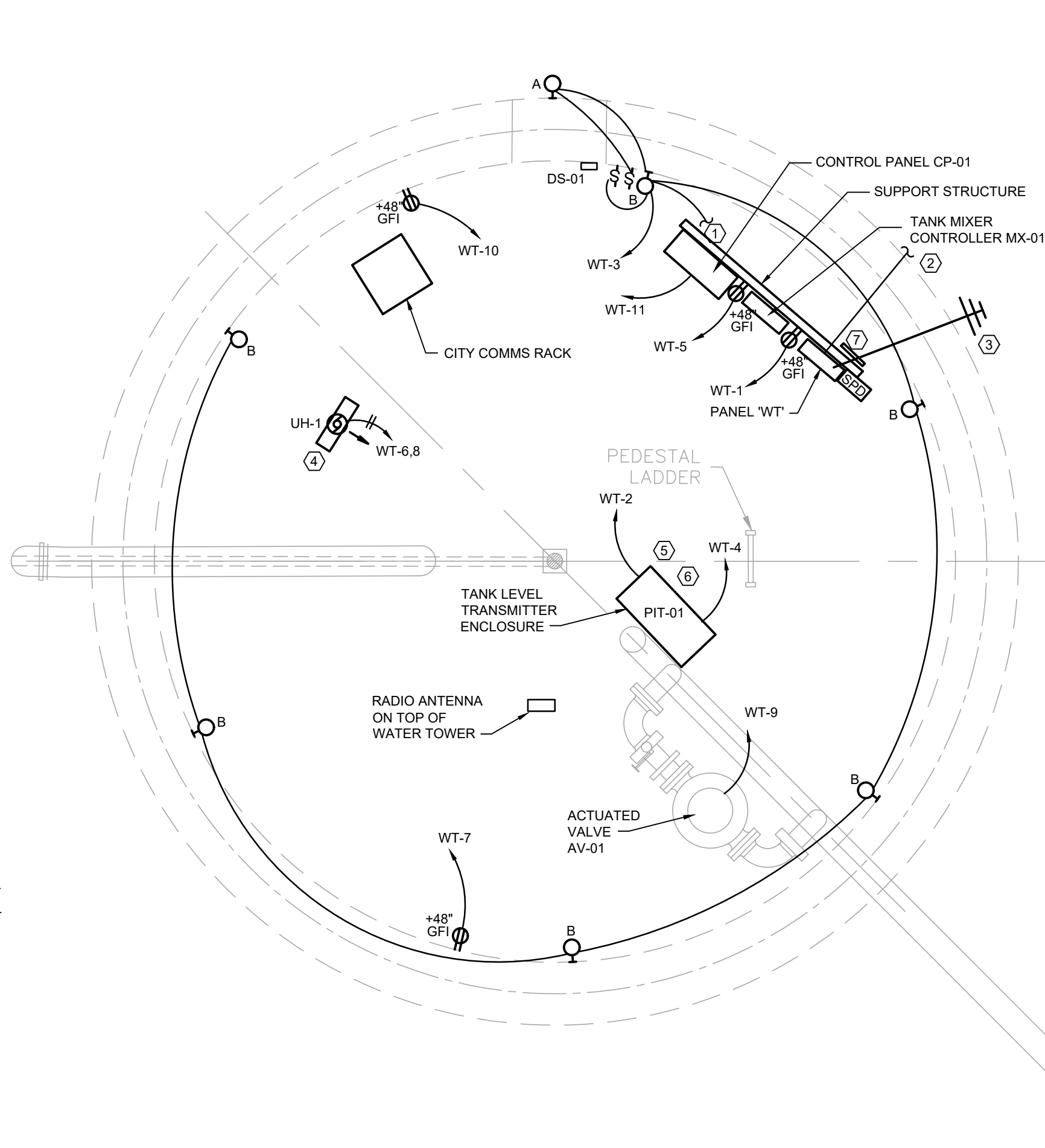
\* FOR EACH ADDITIONAL CABLE CONNECTION ADD 1 CONNECTOR.

**2 EXPOSED CONDUIT DETAIL**  
NOT TO SCALE

**3 GROUND ROD INSTALLATION**  
NOT TO SCALE



**4 SUPPORT STRUCTURE ELEVATION DETAILS**  
NOT TO SCALE



**1 ELECTRICAL POWER FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

PANEL NO.	WT	TYPE	LIGHTING & APPLIANCE		MOUNTING		Surface
			PHASE BUS RATING	NEUTRAL BUS RATING	100A	100A	
SERVICE VOLTAGE	120/240-1Ø						
MAIN BREAKER SIZE	100A						

DESCRIPTION	C/B		VOLT AMPS	CKT. NO.	CKT. NO.	C/B		DESCRIPTION
	AMP	A				AMP	A	
RECEPTACLE	20/1	180		1	2	200	20/1	TANK LEVEL TRANSMITTER
LIGHTS	20/1		500	3	4	500	20/1*	ENCLOSURE HEATER (GFCI CB)
TANK MIXER	20/1	800		5	6	5000	60/2	HEATER
LAWN IRRIGATION SYSTEM	20/1		180	7	8	5000	---	---
ACTUATED VALVE	20/1	200		9	10	1000	20/1	CITY COMMS RACK
CONTROL PANEL CP-01	20/1		500	11	12	690	20/1	AREA LIGHTS/ TOWER SPOTS
SPARE	20/1	0		13	14	0	20/1	SPARE
SPARE	20/1	0		15	16	0	20/1	SPARE
SPARE	---	0		17	18	0	---	SPACE
SPARE	---	0		19	20	0	---	SPACE
SPARE	---	0		21	22	0	30/2	SURGE PROTECTION DEVICE
SPARE	---	0		23	24	0	---	---

TOTAL PHASE A: 61.5 AMPS 7.4 KVA      TOTAL CONNECTED LOADS: 14.8 KVA  
 TOTAL PHASE B: 63.9 AMPS 7.7 KVA      ESTIMATED DEMAND LOADS: 15.1 KVA

PROTECTION DEVICE RATING (AMPS)	BRANCH CIRCUIT COPPER CONDUCTOR AND CONDUIT SIZE **					
	REQUIRED CONDUCTOR SIZE	EQUIPMENT GROUNDING CONDUCTOR SIZE	SINGLE PHASE 2 WIRE + GND. CONDUIT SIZE	SINGLE PHASE 3 WIRE + GND. CONDUIT SIZE *	THREE PHASE 3 WIRE + GND. CONDUIT SIZE	THREE PHASE 4 WIRE + GND. CONDUIT SIZE *
15	12 AWG	12 AWG	3/4"	3/4"	3/4"	3/4"
20	12 AWG	12 AWG	3/4"	3/4"	3/4"	3/4"
25	10 AWG	10 AWG	3/4"	3/4"	3/4"	3/4"
30	10 AWG	10 AWG	3/4"	3/4"	3/4"	3/4"
35	8 AWG	10 AWG	3/4"	3/4"	3/4"	3/4"
40	8 AWG	10 AWG	3/4"	3/4"	3/4"	3/4"
45	6 AWG	10 AWG	3/4"	3/4"	3/4"	1"
50	6 AWG	10 AWG	3/4"	3/4"	3/4"	1"
60	4 AWG	10 AWG	1"	1"	1"	1-1/4"
70	4 AWG	8 AWG	1"	1"	1"	1-1/4"
80	3 AWG	8 AWG	1"	1-1/4"	1-1/4"	1-1/4"
90	2 AWG	8 AWG	1"	1-1/4"	1-1/4"	1-1/4"
100	1 AWG	8 AWG	1-1/4"	1-1/2"	1-1/2"	1-1/2"

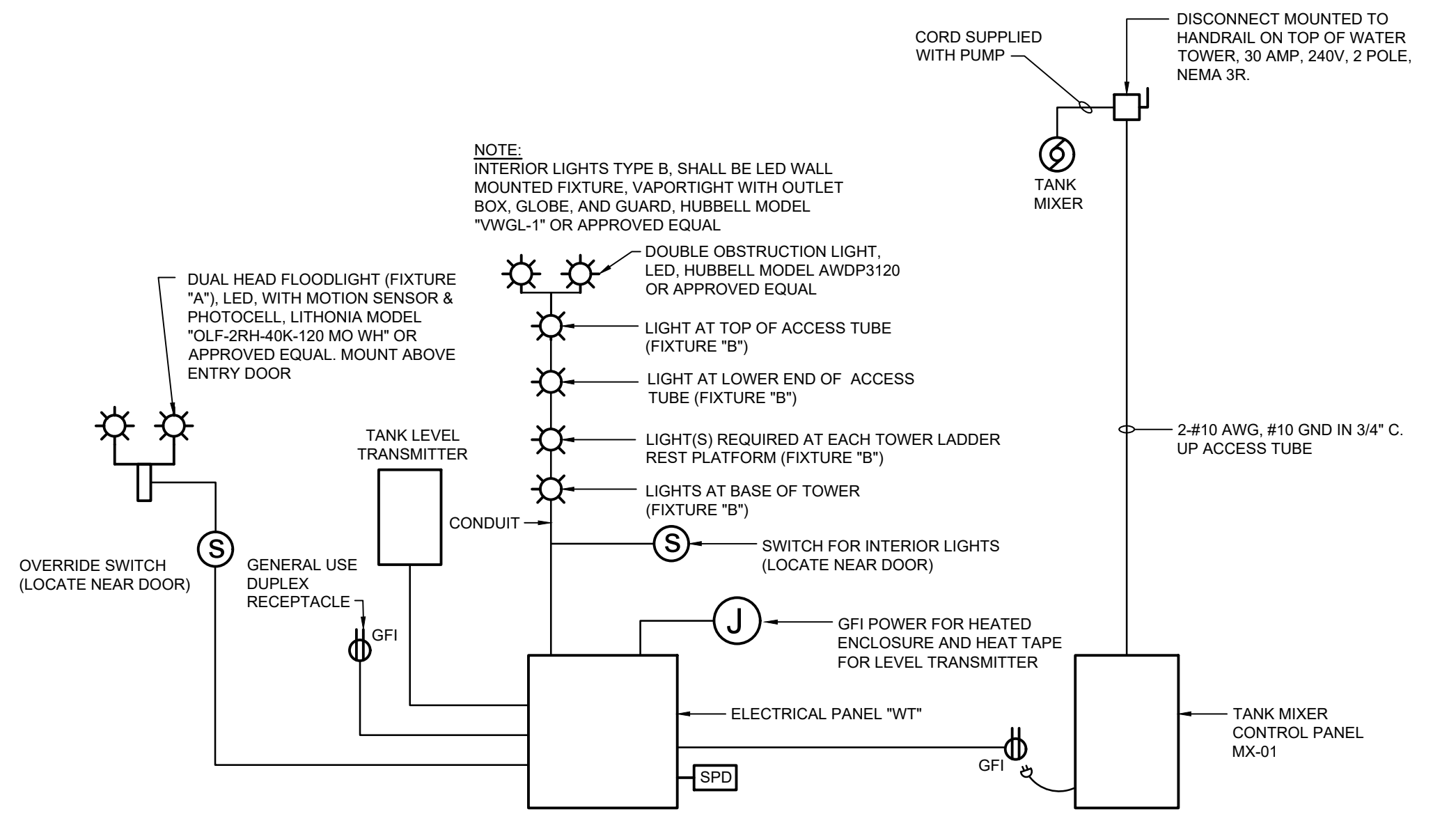
\* = UNLESS OTHERWISE NOTED ON THE DRAWINGS.  
 \*\* = ALL CONDUCTORS SIZED ON THE POWER RISER DIAGRAM OR IN BRANCH CIRCUIT CONDUCTOR TABLE ARE BASED ON 3 CURRENT CARRYING CONDUCTORS IN A RACEWAY OR CABLE. CONDUCTORS SHALL BE DERATED IN ACCORDANCE WITH THE NEC IF 4 OR MORE CONDUCTORS ARE PLACED IN A RACEWAY OR CABLE.

**GENERAL SHEET NOTES**

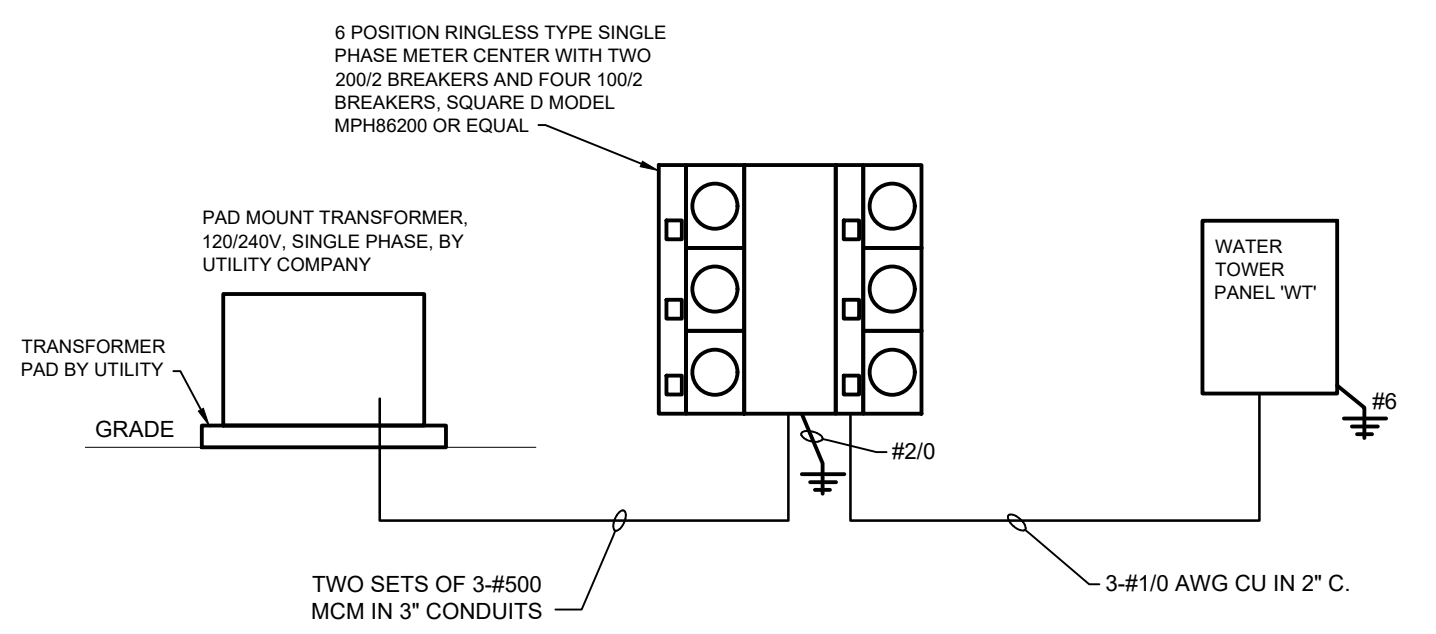
- A. COORDINATE NEW ELECTRICAL SERVICE AND TRANSFORMER LOCATION WITH SEWARD ELECTRICAL DEPARTMENT.
- SHEET KEYNOTES**
- CONTINUE CONDUIT AND CIRCUIT UP TOWER FOR LIGHTS AT LADDER PLATFORMS AND ACCESS TUBE.
  - CONTINUE TO SERVICE DISCONNECT.
  - MAKE CONNECTION TO GROUND ROD, WATER PIPE, UFER GROUND, AND TANK STEEL.
  - PROVIDE MARKEL MODEL HF2B5110CA1L OR EQUAL UNIT HEATER (UH-1), 10.0 KW ELECTRIC HEATING ELEMENT AT 240V/1PH, 41.2 AMPS, WEIGHT 55 LBS, 18 GAUGE POWDER COATED STEEL CABINET, 700 CFM DISCHARGE, BUILT-IN THERMOSTAT (PRESET AT 60°F), BUILT-IN DISCONNECT SWITCH, PROVIDE WITH WALL MOUNTING BRACKET AND LOUVER FIN DIFFUSER FOR THROW ADJUSTMENT. MOUNT BOTTOM OF HEATER AT 10'-0" A.F.F..
  - PROVIDE NEMA 12 INSULATED ENCLOSURE WITH STRIP HEATER AND THERMOSTAT FOR HOUSING TANK LEVEL TRANSMITTER. COORDINATE EXACT LOCATION WITH EQUIPMENT SUPPLIER IN FIELD PRIOR TO ROUGH-IN.
  - PROVIDE HEAT TRACE FOR LEVEL TRANSMITTER WATER LINES. COORDINATE QUANTITY AND REQUIREMENTS WITH EQUIPMENT SUPPLIER AND FIELD CONDITIONS PRIOR TO ROUGH-IN.
  - PROVIDE 4" X 24" X 1/4" GROUND BAR LOCATED ON BACK OF SUPPORT STRUCTURE FOR GROUNDING OF ELECTRICAL PANEL AND COMMUNICATIONS CARRIERS. BOND TO ELECTRICAL PANEL, WATER PIPE, TANK STEEL, AND GROUND ROD WITH #6 GND. BOND TO UFER GROUND WITH #4 GND.

**SYMBOLS LEGEND**

- SURFACE MOUNTED POWER PANEL
- ELECTRICAL POWER TRANSFORMER
- ELECTRICAL MOTOR: NUMBER ON SIDE INDICATES MOTOR SIZE.
- DUPLEX RECEPTACLE: MOUNT AT 18" TO CENTER OF DEVICE AFF UNLESS OTHERWISE NOTED.
- GROUND FAULT INTERRUPTER DUPLEX RECEPTACLE
- WALL MOUNTED LIGHT FIXTURE: LABEL INDICATES FIXTURE TYPE
- SINGLE-POLE SWITCH
- BRANCH CIRCUIT POWER WIRING
- HOME RUN 3/4" CONDUIT, #212 AND #112 GROUND, UNLESS OTHERWISE NOTED. NOTE: HOME RUN SHALL BE FROM FIRST ELECTRICAL DEVICE JUNCTION BOX IN CIRCUIT TO ELECTRICAL PANEL.
- UNDERGROUND ELECTRICAL
- UNDERGROUND CONDUIT
- GROUND CONDUCTOR
- A.F.F. ABOVE FINISHED FLOOR
- A.F.G. ABOVE FINISHED GRADE
- GFI GROUND FAULT INTERRUPTER
- SPD SURGE PROTECTION DEVICE



**5 ELECTRICAL SCHEMATIC**  
NOT TO SCALE



**6 ONE-LINE DIAGRAM**  
NOT TO SCALE

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PROFESSIONAL ELECTRICAL ENGINEER  
 FRANK L. EGELHOFF  
 E-10342  
 STATE OF NEBRASKA

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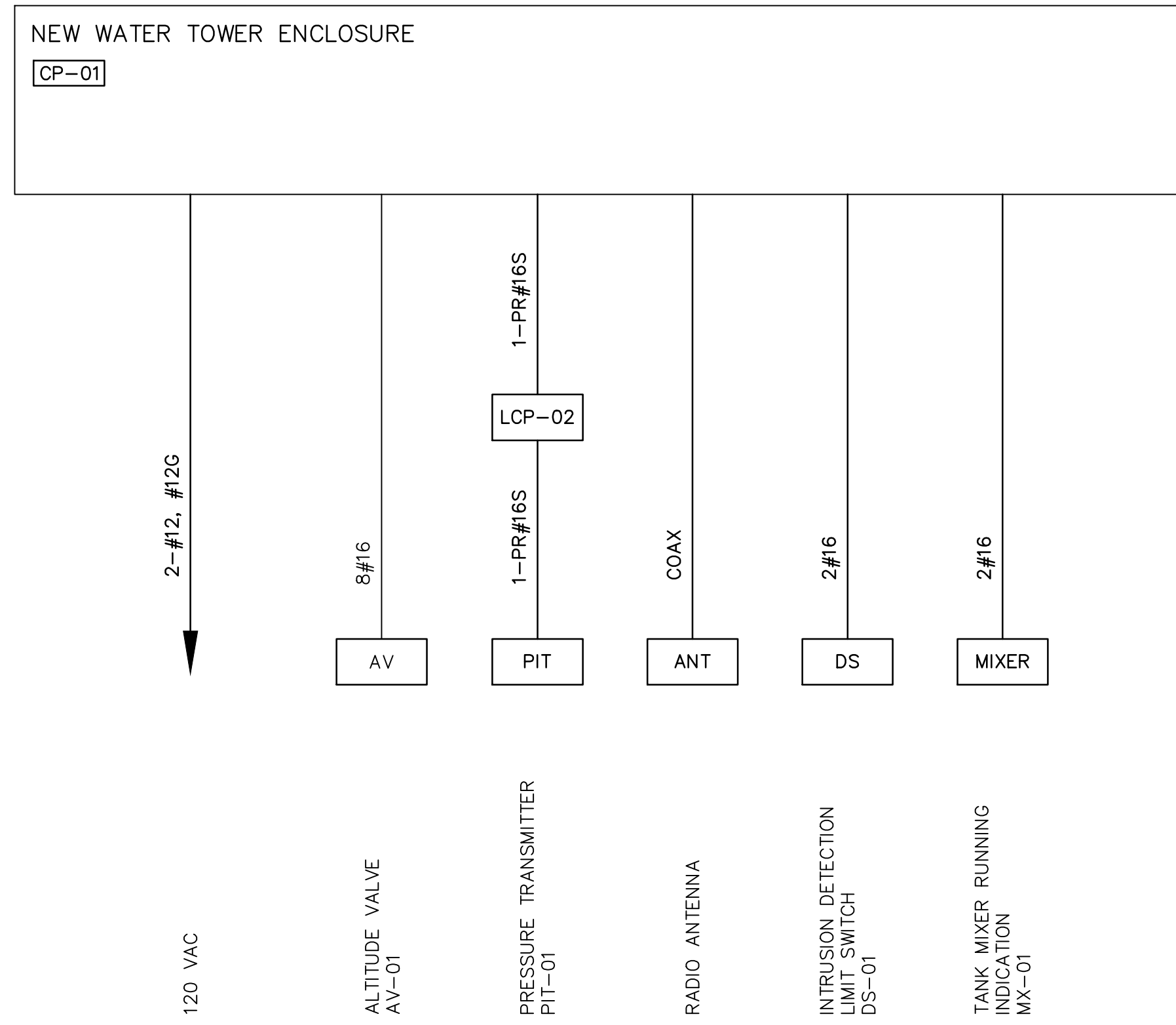
**PLANS AND DETAILS**  
 500,000 GALLON WATER TOWER  
 SEWARD, NEBRASKA

2022

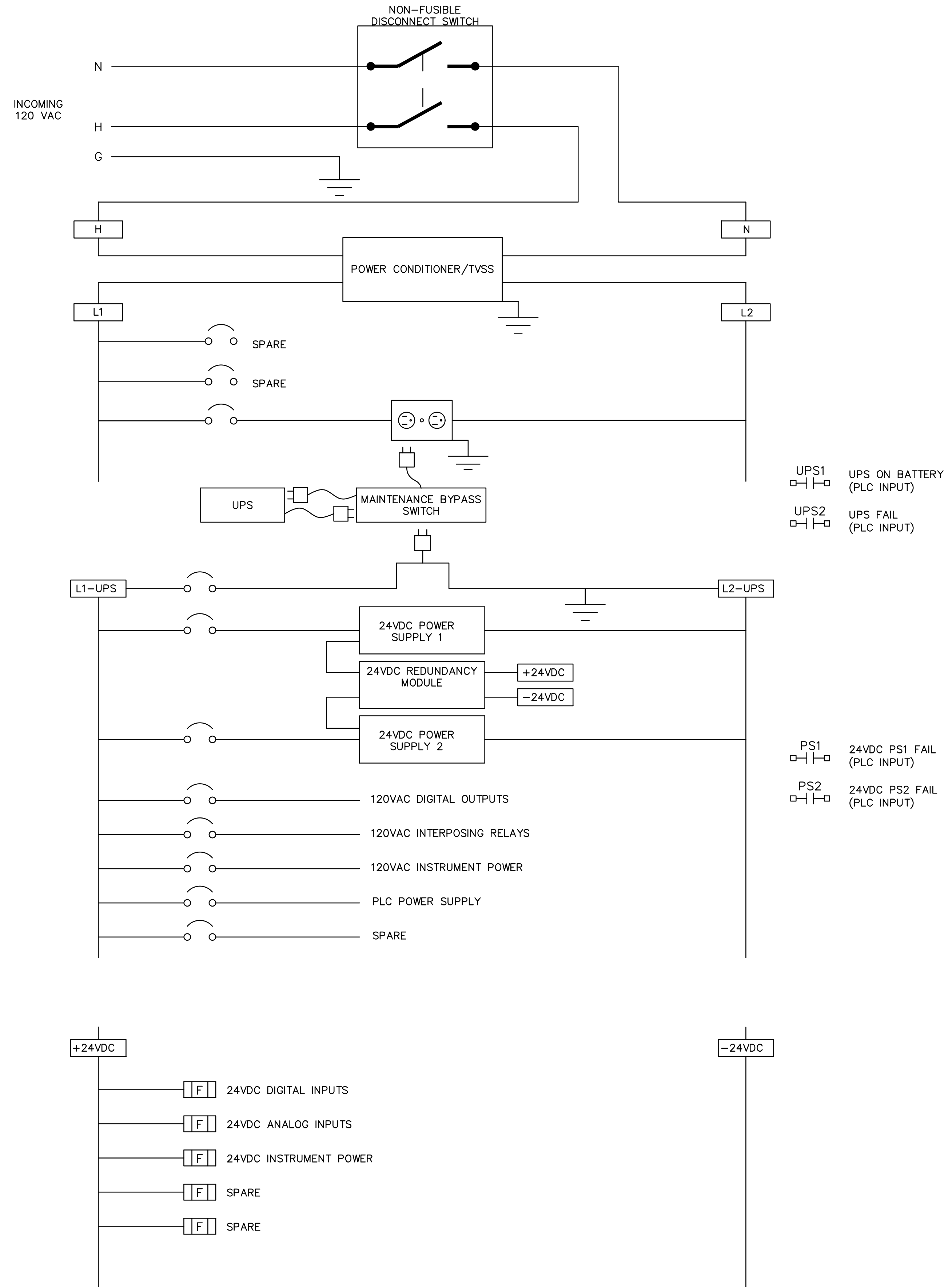
drawn by: FILE  
 checked by: FILE  
 approved by: FILE  
 QA/QC by: TLF  
 project no.: 019-3180  
 drawing no.:  
 date: 09/02/2022

E-102  
 23 OF 28





**1** CONTROL WIRING ONELINE DIAGRAM  
 NOT TO SCALE



**2** CONTROL PANEL POWER DISTRIBUTION  
 NOT TO SCALE. TYPICAL FOR CP-01

UPS1 UPS ON BATTERY (PLC INPUT)  
 UPS2 UPS FAIL (PLC INPUT)  
 PS1 24VDC PS1 FAIL (PLC INPUT)  
 PS2 24VDC PS2 FAIL (PLC INPUT)



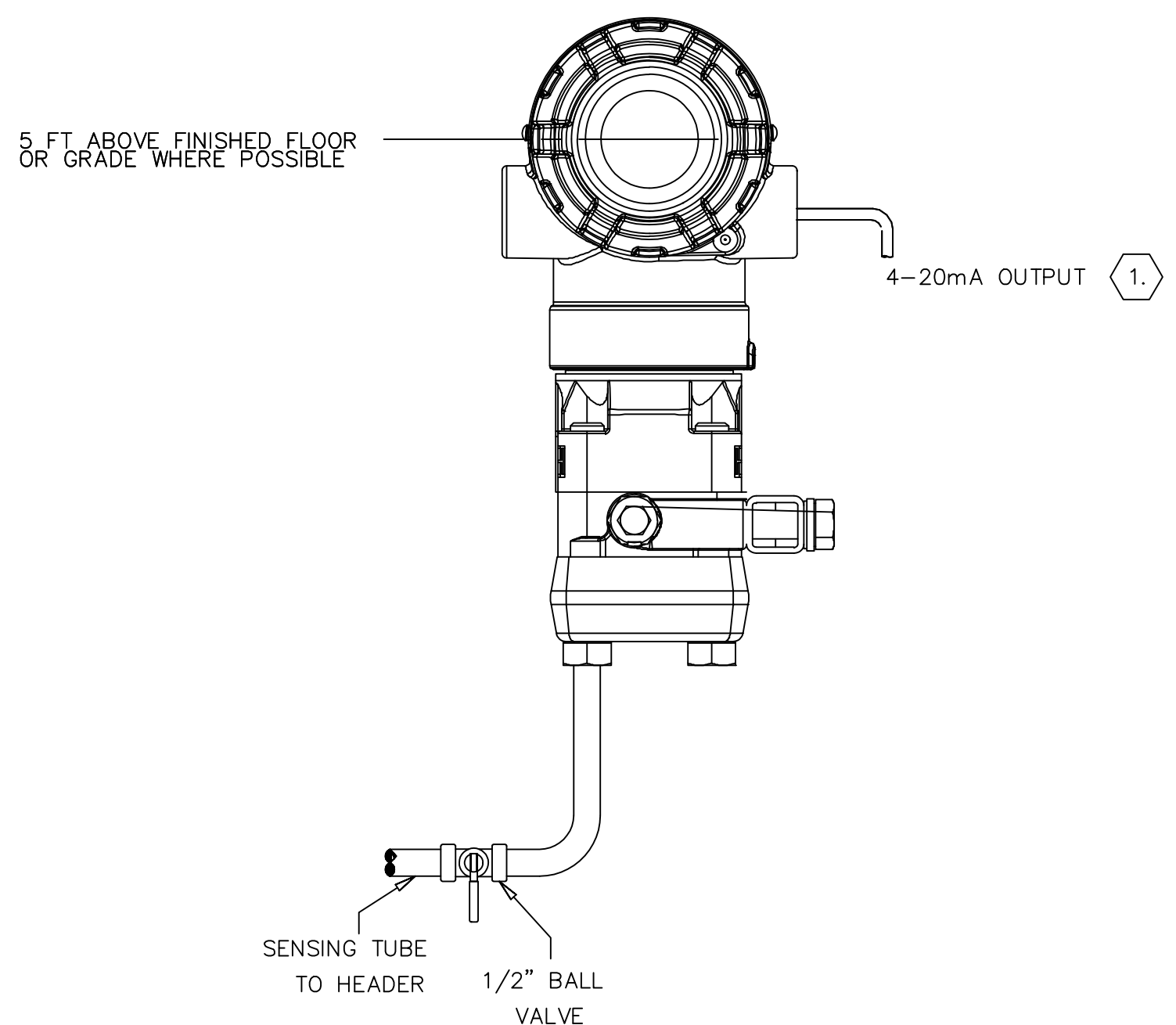
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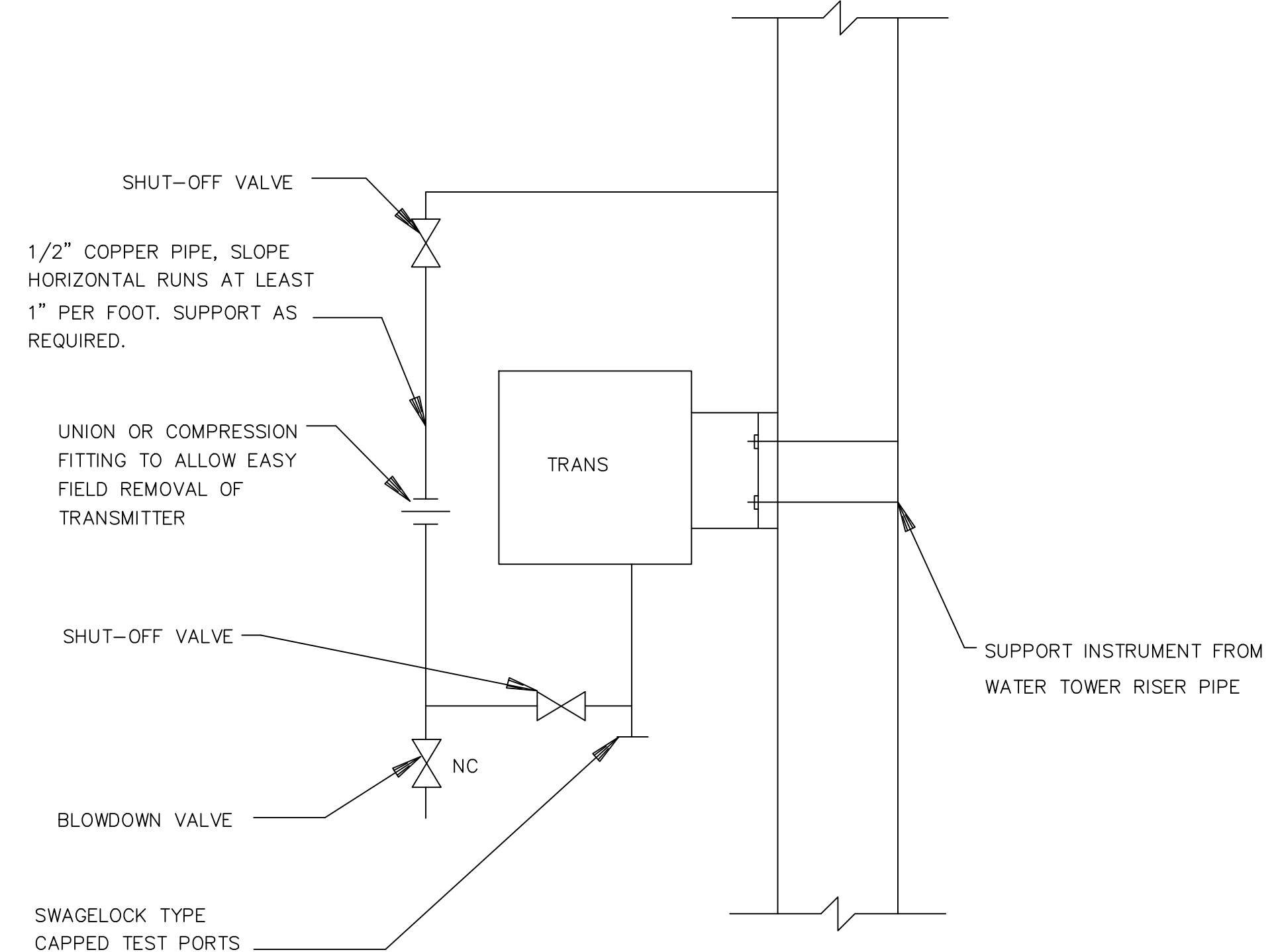
CONTROL ONELINES	2022
	500,000 GALLON WATER TOWER
SEWARD, NEBRASKA	

drawn by: GM  
 checked by: NJC  
 approved by: JMJ  
 QA/QC by: JMJ  
 project no.: 019-3180  
 drawing no.:  
 date: 09/02/2022

DWG: F:\2019\3001-3500\019-3180\40-Design\AutoCAD\Final Plans\Sheets\IFTC\11-03-2021\_IFTC\_DETAIL\_019-31800.dwg  
 DATE: Sep 01, 2022 3:27pm XREFS: P\_PTBK\_0193180 USER: mcrobertson2



**1** **STATIC PRESSURE TRANSMITTER**  
 NOT TO SCALE



**2** **STATIC PRESSURE TRANSMITTER MOUNTING**  
 NOT TO SCALE

**GENERAL SHEET NOTES**

- ALL CONTROL WIRING SHALL BE RAN IN MINIMUM 3/4" CONDUIT. NEC CONDUIT FILL REQUIREMENTS SHALL BE FOLLOWED WHERE MULTIPLE CONDUCTORS SHARE COMMON CONDUIT.
- LOW VOLTAGE CABLING SHALL NOT SHARE CONDUIT WITH 120VAC OR ABOVE.

**SHEET KEYNOTES**

- TWISTED SHIELDED PAIR SHALL HAVE THEIR DRAIN WIRE TERMINATED AT ONLY ONE END OF THE CONNECTION.

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REV. NO.	DATE	REVISIONS DESCRIPTION

<b>INSTRUMENT DETAILS</b>	500,000 GALLON WATER TOWER	2022
	SEWARD, NEBRASKA	

drawn by:	GM
checked by:	NJC
approved by:	JMJ
QA/QC by:	JMJ
project no.:	019-3180
drawing no.:	
date:	09/02/2022

GENERAL REQUIREMENTS FOR PLANT SCADA SYSTEM

1. RELATED SECTIONS INCLUDE THE FOLLOWING:
  - 1.1. SECTION 40 63 43 PROGRAMMABLE LOGIC CONTROLLERS
  - 1.2. SECTION 40 66 13 COMMUNICATIONS AND NETWORKING EQUIPMENT
  - 1.3. SECTION 40 66 53 WIRELESS RADIOS
  - 1.4. SECTION 40 67 00 CONTROL SYSTEM EQUIPMENT PANELS AND RACKS
  - 1.5. SECTION 40 73 26 GAUGE-PRESSURE TRANSMITTERS
2. THE CONTRACTOR SHALL FURNISH AND INSTALL SCADA ENCLOSURES, CONDUIT AND CABLE AS INDICATED ON THE DRAWINGS.
3. FIELD WIRING INSTALLED BY THE CONTRACTOR SHALL BE TERMINATED AT BOTH ENDS AND CLEARLY LABELED AND COILED AT THE SCADA PANEL END.
4. SCADA SYSTEM CONFIGURATION WILL BE PROVIDED BY THE ENGINEER OUTSIDE THIS CONTRACT. ENGINEER SHALL BE PRESENT FOR ON-SITE STARTUP.
5. THE CONTRACTOR SHALL PROVIDE ALL SCADA SUBMITTALS AND O&M DOCUMENTATION FOR EQUIPMENT PROVIDED.
6. THE CONTRACTOR SHALL MOUNT ALL DEVICES ACCORDING TO THE MANUFACTURER RECOMMENDED PROCEDURES. THE MANUFACTURER RECOMMENDED PROCEDURES SHALL TAKE PRECEDENCE OVER THE DRAWINGS.

SPARE PARTS

1. EACH CONTRACTOR PROVIDING INSTRUMENTATION AND CONTROL SYSTEM COMPONENTS SHALL PROVIDE SPARE PARTS TO MEET THE FOLLOWING REQUIREMENTS.
  - 1.1. ONE SPARE PLC I/O MODULE OF EACH TYPE USED.
  - 1.2. ONE SPARE PLC POWER SUPPLY FOR EACH TYPE USED.
  - 1.3. 100 PERCENT SPARE OF ALL LAMPS AND FUSES.
  - 1.4. 10 PERCENT SPARE AUXILIARY OR INTERPOSING RELAYS OF EACH TYPE USED.
  - 1.5. ONE SPARE OF EACH TYPE OF INSTRUMENT (24VDC) POWER SUPPLY USED.
2. ALL SPARE PARTS UTILIZED DURING SYSTEM STARTUP SHALL BE REPLACED BY THE CONTRACTOR PRIOR TO FINAL COMPLETION.

FACTORY ACCEPTANCE TESTING (FAT)

1. SCADA ENCLOSURES SHALL BE FACTORY ASSEMBLED AND SHALL BE STAGED AND TESTED ACCORDING TO THE FOLLOWING CRITERIA.
  - 1.1. POWER SHALL BE APPLIED THE THE MAIN CONTROL PANEL TERMINALS FOR A 24-HOUR BURN IN PERIOD BEFORE THE FAT BEGINS.
  - 1.2. DIGITAL INPUTS
    - 1.2.1. ALL DIGITAL INPUT WIRING SHALL BE VERIFIED BY APPLYING POWER TO THE INPUT TERMINALS AND VERIFYING THAT THE CONTROLLER RECEIVES THE INPUT.
  - 1.3. DIGITAL OUTPUTS
    - 1.3.1. IN THE CASE THAT TRANSISTOR OUTPUTS ARE USED, EACH OUTPUT SHALL BE FORCED ON IN THE CONTROLLER AND VOLTAGE AT THE TERMINAL SHALL BE VERIFIED.
    - 1.3.2. IN THE CASE THAT RELAY OUTPUTS ARE USED, EACH OUTPUT SHALL BE FORCED ON IN THE CONTROLLER AND CONTINUITY SHALL BE VERIFIED ACROSS THE RELAY CONTACT.
  - 1.4. ANALOG INPUTS
    - 1.4.1. USING A LOOP CALIBRATOR, A SIGNAL SHALL BE INJECTED AT 0%, 25%, 50%, 75% AND 100% OF FULL SPAN, AND THE ANALOG VALUES PRODUCED BY THE CONTROLLER SHALL BE RECORDED.
  - 1.5. ANALOG OUTPUTS
    - 1.5.1. THE OUTPUT REGISTER SHALL BE VARIED IN THE CONTROLLER TO PRODUCE OUTPUTS AT 0%, 25%, 50%, 75% AND 100% OF FULL SPAN, AND THE CURRENT OR VOLTAGE READING AT THE OUTPUT TERMINALS SHALL BE RECORDED.
2. THE CONTRACTOR SHALL PRODUCE A REPORT THAT DOCUMENTS EACH I/O POINT TESTED, ALONG WITH THE DATE TESTED AND THE INITIALS OF THE INDIVIDUAL PERFORMING THE TEST. THIS REPORT SHALL BE SUBMITTED TO THE ENGINEER.
3. THE CONTRACTOR SHALL INFORM THE ENGINEER AT LEAST 30 DAYS IN ADVANCE OF THE FAT DATE(S). THE ENGINEER AND/OR THE OWNER RESERVE THE RIGHT TO ATTEND THE FAT AND TO VIEW ALL SYSTEM TESTING. IF THE ENGINEER OR OWNER ARE PROVIDING SOFTWARE OR HARDWARE, THEY MAY BRING THESE ITEMS FOR CONNECTIONS TO THE CONTRACTOR'S PORTION OF THE SYSTEM DURING THE FAT.
4. UPON COMPLETION OF THE FAT AND A REVIEW OF THE TEST RESULTS, THE ENGINEER SHALL PROVIDE ACCEPTANCE OR REJECTION OF THE TEST RESULTS. SYSTEMS SHALL NOT BE SHIPPED TO THE PROJECT SITE WITHOUT THE ENGINEER'S ACCEPTANCE OF THE TEST RESULTS.

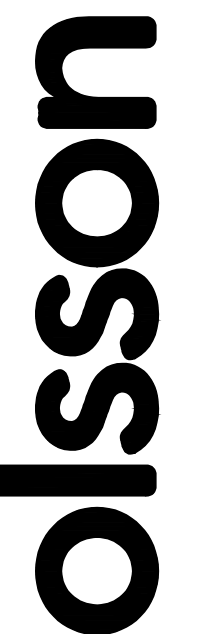
SITE ACCEPTANCE TESTING (SAT)

1. UPON COMPLETION OF SYSTEM INSTALLATION, THE CONTRACTOR SHALL CONDUCT SITE ACCEPTANCE TESTING TO VERIFY THE SCADA SYSTEM I/O AND POWER WIRING. EACH CONTROL PANEL OR DEVICE SHALL BE PUT INTO SERVICE AND EACH I/O POINT SHALL BE INDIVIDUAL CHECKED FOR ACCEPTABLE OPERATION. WHERE POSSIBLE, SCADA SYSTEM INPUTS SHALL BE TESTED BY MANIPULATING THE SENSOR OR FIELD DEVICE TO VERIFY CORRECT OPERATION. WHERE POSSIBLE, SCADA SYSTEM OUTPUTS SHALL BE TESTED BY MANIPULATING REGISTERS IN THE CONTROLLER AND OBSERVING THE FINAL CONTROL ELEMENT FOR CORRECT OPERATION. THE CONTRACTOR SHALL DEMONSTRATE ACCEPTABLE OPERATION OF THE ETHERNET CONNECTIONS BY DOING A "PING" TEST BETWEEN A COMPUTER AT ONE END OF THE SEGMENT AND A COMPUTER OR PLC AT THE OPPOSITE END.
  - 1.1. THE CONTRACTOR SHALL INFORM THE ENGINEER AT LEAST 15 DAYS IN ADVANCE OF THE SITE ACCEPTANCE TESTING DATE(S). THE ENGINEER AND/OR THE OWNER RESERVE THE RIGHT TO OBSERVE SITE ACCEPTANCE TESTING.
  - 1.2. IF SITE ACCEPTANCE TESTING MUST BE PERFORMED ON AN OPERATING PROCESS, AND IT PLANT SYSTEMS MUST BE MODIFIED OR SHUT DOWN TO FACILITATE TESTING, THE CONTRACTOR MAY REQUEST THAT THE OWNER OR THE ENGINEER BE PRESENT TO VIEW SUCH TESTING.
2. THE CONTRACTOR SHALL PRODUCE A REPORT THAT DOCUMENTS EACH I/O POINT TESTED, ALONG WITH THE DATE TESTED AND THE INITIALS OF THE INDIVIDUAL PERFORMING THE TEST. THIS REPORT SHALL BE SUBMITTED TO THE ENGINEER.
3. IF SCADA CONFIGURATION IS PERFORMED BY OTHERS, MANIPULATION AND OBSERVATION OF SCADA HARDWARE/SOFTWARE WILL BE PROVIDED FOR SITE ACCEPTANCE TESTING.

GENERAL REQUIREMENTS FOR PLANT SCADA SYSTEM (CONTINUED)

SYSTEM INSTALLATION AND COMMISSIONING

1. SYSTEM INSTALLATION AND COMMISSIONING SHALL BE SCHEDULED TO CAUSE THE LEAST POSSIBLE AMOUNT OF SYSTEM DOWN-TIME. THE CONTRACTOR SHALL SUBMIT A PROPOSED INSTALLATION SCHEDULE TO THE ENGINEER IN WRITING AT LEAST 15 DAYS PRIOR TO THE WORK BEING PERFORMED.
2. THE CONTRACTOR SHALL INFORM THE ENGINEER AT LEAST 15 DAYS IN ADVANCE OF THE INSTALLATION DATE(S). THE ENGINEER AND/OR OWNER RESERVE THE RIGHT TO OBSERVE COMMISSIONING AND STARTUP ACTIVITIES.
3. IF COMMISSIONING AND STARTUP MUST BE PERFORMED ON AN OPERATING PROCESS, AND IF SYSTEMS MUST BE MODIFIED OR SHUT DOWN TO FACILITATE COMMISSIONING, THE CONTRACTOR MAY REQUEST THAT THE OWNER OR ENGINEER BE PRESENT TO VIEW THE COMMISSIONING.



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REV. NO.	DATE	REVISIONS DESCRIPTION

GENERAL NOTES - INSTRUMENTATION	2022
500,000 GALLON WATER TOWER	
SEWARD, NEBRASKA	
drawn by: _____ GM	
checked by: _____ NJC	
approved by: _____ JMJ	
QA/QC by: _____ JMJ	
project no.: 019-3180	
drawing no.: _____	
date: 09/02/2022	

USER: mrobertson2

DWG: F:\2019\3001-3500\019-3180\40-Design\AutoCAD\Final Plans\Sheets\IFTC\11-03-2021\_IFTC\_SCHEDULES\_019-31800.dwg  
 DATE: Sep 01, 2022 3:28pm XREFS: P\_PTBK\_0193180

**NEW WATER TOWER INSTRUMENTATION SCHEDULE**

Tag	Service Description	Device Type	EU Low	EU High	EU	Output Type	Class 1 Div 2	Intrinsic Barrier	Specification	Furnished By	New/Existing
PIT-01	WATER TOWER LEVEL	STATIC PRESSURE TRANSMITTER	0	50	FEET	4-20 mADC	No	No	40 73 26	CONTRACTOR	New
DS-01	INTRUSION DETECTION LIMIT SWITCH	DOOR SWITCH	-	-	-	24VDC	No	No	40 90 60	CONTRACTOR	New

**NEW WATER TOWER INPUT/OUTPUT SCHEDULE**

Base PLC	Type	Device	Description	AnaSigLvl	AnaSigPwr	DigSigLvl	DigONState	DigOFFState	EULow	EUHigh	EU	Interposing Relay Required
NEW WATER TOWER PLC PANEL												
TOWER PLC	DI	CP-01	PANEL POWER FAIL	-	-	24VDC	NO FAULT	PANEL POWER FAIL	-	-	-	-
TOWER PLC	DI	UPS-01	UPS ON BATTERY	-	-	24VDC	UPS ON BATTERY	UPS NOT ON BATTERY	-	-	-	-
TOWER PLC	DI	UPS-01	UPS FAIL	-	-	24VDC	NOT FAIL	FAIL	-	-	-	-
TOWER PLC	DI	PS1	POWER SUPPLY FAIL	-	-	24VDC	NOT FAIL	FAIL	-	-	-	-
TOWER PLC	DI	PS2	POWER SUPPLY FAIL	-	-	24VDC	NOT FAIL	FAIL	-	-	-	-
TOWER PLC	DI	DS-01	INTRUSION DETECTION - DOOR OPEN	-	-	24VDC	DOOR CLOSED	DOOR OPEN	-	-	-	-
TOWER PLC	DI	MX-01	TANK MIXER RUNNING INDICATION	-	-	24VDC	MIXER RUNNING	MIXER NOT RUNNING	-	-	-	-
TOWER PLC	DI	AV-01	ALTITUDE VALVE CLOSED INDICATION	-	-	24VDC	CLOSED	NOT CLOSED	-	-	-	-
TOWER PLC	DI	AV-01	ALTITUDE VALVE OPENED INDICATION	-	-	24VDC	OPEN	NOT OPEN	-	-	-	-
TOWER PLC	DO	AV-01	ALTITUDE VALVE CLOSE COMMAND	-	-	24VDC	CLOSE COMMAND	NOT CLOSE COMMAND	-	-	-	YES
TOWER PLC	DO	AV-01	ALTITUDE VALVE OPEN COMMAND	-	-	24VDC	OPEN COMMAND	NOT OPEN COMMAND	-	-	-	YES
TOWER PLC	AI	PIT-01	WATER TOWER LEVEL	4-20 mADC	LOOP	-	-	-	0	50	FEET	-

**olsson**

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REV. NO.	DATE	REVISIONS DESCRIPTION

**INSTRUMENTATION AND I/O SCHEDULES**  
 500,000 GALLON WATER TOWER  
 SEWARD, NEBRASKA  
 2022

drawn by: GM  
 checked by: NJC  
 approved by: JMJ  
 QA/QC by: JMJ  
 project no.: 019-3180  
 drawing no.:  
 date: 09/02/2022

**Contract Documents  
And  
Specifications**

**500,000 Gallon Water Tower**

**SEWARD, NEBRASKA  
2022**

**olsson<sup>®</sup>**




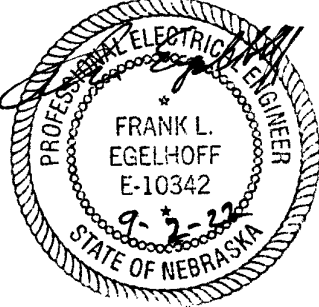
**Olsson Project No. 019-31800**


**October 2022**

**Contract Documents  
and  
Specifications**

**500,000 GALLON WATER TOWER  
SEWARD, NEBRASKA  
2022**

 <p><b>Coordinating Professional Coordinating Professional</b></p>	<p><u>Pages or Sheets Covered by this Seal:</u></p> <ul style="list-style-type: none"><li>• Coordinating Professional: Front-End Documents and Technical Specifications: Divisions 1-3, 5, 7, 9, 22, 31-33, and 46.</li></ul>
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 <p><b>Coordinating Professional Coordinating Professional</b></p>	<p><u>Pages or Sheets Covered by this Seal:</u></p> <ul style="list-style-type: none"><li>• Technical Specifications: Division 23 and 26</li></ul>
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 <p><b>Coordinating Professional Coordinating Professional</b></p>	<p><u>Pages or Sheets Covered by this Seal:</u></p> <ul style="list-style-type: none"><li>• Technical Specifications: Division 40</li></ul>
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- Appendix “D” – Actuated Valve Skid Specifications - To be added when received.
- Appendix "E" - NDEE Construction Report
- Appendix "F" - FAA Determination

## ADVERTISEMENT FOR BIDS

City of Seward  
Seward, Nebraska

City of Seward (Owner) is requesting Bids for the construction of the following Project:

**500,000 Gallon Water Tower  
019-3180**

Bids for the construction of the Project will be received at the City Hall located at 537 Main Street, Seward, Nebraska 68434, until **November 15, 2022 at 10:00 a.m.** local time. At that time the Bids received will be publicly opened and read.

Project shall consist of the construction of a 500,000-gallon elevated spheroid style water storage tank, all associated piping, valves, site grading, sodding, electrical, storm sewer modifications, paving improvements, demolition of the existing 200,000-gallon tank, controls, testing and disinfection, and all other miscellaneous items of construction indicated in the plans and specifications.

This is a State Revolving Funded project.

A complete set of plans, specifications, contract documents and proposal form **MUST** be obtained from either: 1) [www.questcdn.com](http://www.questcdn.com) for a fee of \$15 (nonrefundable). Once logged into the site, insert eBidDoc project number 8306635 City of Seward, Nebraska, 500,000 Gallon Water Tower; OR 2) Olsson for a fee of \$80 (nonrefundable).

The Issuing Office for the Bidding Documents is:

**Olsson  
601 P Suite 200  
Lincoln, Nebraska 68508**

There is no pre-bid conference for this project.

Bid security shall be furnished in accordance with the Instruction to Bidders. The check(s) or bond(s) shall be made payable to Owner as security that the bidder(s) to whom the award(s) are made will enter into contract to build the improvements bid upon and furnish the required bonds and insurance.

The Owner reserves the right to accept any bid which it deems most advantageous to the Owner, and to reject any or all bids submitted and to hold as many bids as it desires for consideration for a period of sixty days after the bids are open.

DAVIS BACON ACT WAGE DETERMINATIONS – Contractors and subcontractors on USEPA federally assisted construction projects are required to pay their laborers and mechanics wages not less than those established by the U.S. Department of Labor. A current wage decision containing the appropriate building and /or heavy type rates is included in the specifications for bidding purposes.

DEBARMENT AND SUSPENSION - The prospective participants must certify by submittal of EPA Form 5700-49, Certification Regarding Debarment, Suspension and Other Responsibility Matters, that to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

NONDISCRIMINATION IN EMPLOYMENT - Bidders on this work will be required to comply with the President's Executive Order No. 11246. Requirements for bidders and contractors under this order are explained in the specifications.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) - Each bidder must fully comply with the requirements, terms and conditions of the U.S. Environmental Protection Agency, Disadvantaged Business Enterprise (DBE) requirements, including the fair share objectives for disadvantaged business participation during the performance of this contract. The bidder commits itself to the fair share objective for disadvantaged business participation contained herein and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid.

AMERICAN IRON AND STEEL PRODUCTS - On January 17, 2014, H.R. 3547, "Consolidated Appropriations Act, 2014," was enacted. Section 436 of the Act requires that none of the appropriated funds may be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. unless a waiver is provided to the recipient by EPA. Conditions for the waiver are found under the Information for Bidders. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

**This Advertisement is issued by:**

Owner: **City of Seward**

By: **Michael Oneby**

Title: **Seward City Engineer**

Advertised in the Seward County Independent: October 26th, November 2<sup>nd</sup> and 9<sup>th</sup>, 2022

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may make them available for examination. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner

that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within sixty days of Owner's request, Bidder must submit the following information:
  - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's state or other contractor license number, if applicable.
  - D. Subcontractor and Supplier qualification information.
  - E. Other required information regarding qualifications.
- 3.02 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A pre-bid conference will not be conducted for this Project.

### **ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

- 5.01 *Site and Other Areas*
  - A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

## 5.02 Existing Site Conditions

### A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Geotechnical Baseline Report/Geotechnical Data Report*: The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).
  - a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.
  - b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
  - c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
  - d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- C. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- D. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should

review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

#### **ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. No questions will be answered after November 7, 2022 at noon. Contact information and submittal procedures for such questions are included in the Advertisement or Instructions to Bidders.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

#### **ARTICLE 8—BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the

Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.
- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective

Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

## **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
  - A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

### **ARTICLE 13—BASIS OF BID**

#### **13.01 *Lump Sum***

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

#### **13.02 *Unit Price***

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

#### **13.03 *Allowances***

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

## **ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

## **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

## **ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
  - C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
  - D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
  - E. For the determination of the apparent low Bidder when cost-plus-fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.
  - F. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.
    - 1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder-specified time of

Substantial Completion in calendar days times the rate for liquidated damages in dollars per day.

2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### **ARTICLE 19—BONDS AND INSURANCE**

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 20—SIGNING OF AGREEMENT**

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

#### **ARTICLE 21—SALES AND USE TAXES**

21.01 Owner is not exempt from **Nebraska** state sales and use taxes on materials and equipment to be incorporated in the Work. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

# BID FORM FOR CONSTRUCTION CONTRACT

## ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of Seward**  
**City Hall**  
**P.O Box 38**  
**Seward, Nebraska 68434**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - F. Required Bidder Qualification Statement with supporting data
  - G. State Revolving Fund (SRF) Federal Assurance Packet:
    - a. Certification Regarding Debarment, Suspension, & Other Responsibility Matters (5700-49)
    - b. American Iron & Steel Products Certification
    - c. DBE Program/Subcontractor Utilization Form (2 pages)
    - d. NDEE Form 6100-3; DBE Subcontractor Performance Form (2 pages)

**ARTICLE 3—BASIS OF BID**

3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**A. BID SECTION I – 500,00 Gallon Elevated Water Storage Tank**

**TOTAL BID SECTION I – LUMP SUM:**

\_\_\_\_\_ (\$ \_\_\_\_\_ )  
 (Write-Out-In-Words) (Figures)

1. Required bid quantities for the items listed below are set forth in the Specifications and shall be included in the Lump Sum for this Bid Section.

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	EXTENSION
1	500,000 Gallon Water Tower	LS		
	<b>Lump Sum Total</b>			

2. Lump Sum Price (Base Bid and Alternates)

Item No.	Lump Sum Bid Price for Base Bid	\$
1A	Alternate B <b>[Add] [Deduct]</b> TANK LOGO (1)	\$

**BID SECTION II – Water System and Site Improvements:** All site work outside of the water tower.

B. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Amount
1	Mobilization/Demobilization	1	LS		
2	Clearing and Grubbing	1	LS		
3	Concrete Pad	4	SF		
4	Concrete Curb, 8" x 18", Utility Area	99	LF		
5	Pavement, Concrete Alley, 8" Thick	437	SY		
6	Sidewalk, Concrete, 4" Thick	3,654	SF		
7	Pavement, Concrete Access Drive, 8" Thick	67	SY		
8	Paving, Asphalt, Parking Lot, 8" Thick	507	SY		
9	Pavement, Concrete Street, 8" Thick	226	SY		

10	Site Grading	595	CY		
11	Bollard	4	EA		
12	Perimeter Fencing w/ Mow Strip	99	LF		
13	Install Detectable Warning Panel	11	EA		
14	Water Main, 12-inch, HDD	285	LF		
15	Tee, 12-inch x 6-inch, MJ	3	EA		
16	Tee, 12-inch x 12-inch, MJ	1	EA		
17	Gate Valve, w/Box, 12-inch	3	EA		
18	Gate Valve, w/Box, 10-inch	1	EA		
19	Bend, 45 Degree, 12-inch	1	EA		
20	Wet Cut-In	3	EA		
21	Reducer, 8-inch x 6-inch, MJ	1	EA		
22	Reducer, 10-inch x 8-inch, MJ	1	EA		
23	Gate Valve, w/Box, 8-inch	1	EA		
24	Tee, 10-inch, MJ	2	EA		
25	Plug, 10-inch, MJ	2	EA		
26	Reconnect Water Service	2	EA		
27	Reducer, 12-inch x 8-inch, MJ	1	EA		
28	Hydrant Assembly, Complete	3	EA		
29	Tapping Tee, 12-inch	1	EA		
30	Water Main, Open Cut, 12-inch	121	LF		
31	Storm Sewer, 15-inch PVC	166	LF		
32	Relocate Existing Storm Inlet Manhole	1	EA		
33	Remove and Replace Existing Storm Sewer (7' pieces)	14	LF		
34	Inlet, Grate, 24" x 48"	1	EA		
35	Inlet, Area, 24" x 24"	1	EA		
36	Inlet, Curb, 48"	2	EA		
37	Removal, Sidewalk	1,369	SF		
38	Removal, Concrete Curb and Gutter	185	LF		
39	Removal, Concrete Street Pavement	317	SY		
40	Removal, Brick Street	39	SY		
41	Removal, Aggregate Fill	26	SY		
42	Remove Existing Hydrant	1	EA		
42	Electrical Services	1	LS		
43	Abandon Water Main	1	LS		
43	Water Tower Site Sodding (Allowance #1)	1	LS		
44	Sprinkler System Installation (Allowance #2)	1	LS		
	<b>Total Bid Section II – Unit Price</b>				

EJCDC® C-410, Bid Form for Construction Contract (Adapted).

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**BID SECTION III – Existing Tank Demolition**

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	EXTENSION
1	Tank Demolition	LS		
	<b>Lump Sum Total</b>			

C. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$
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**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete on or before **January 5, 2024** and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **June 1, 2024**.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

## ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

### 6.01 Bidder’s Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: <b>[Full formal name of Bidder]</b> Address <i>(principal place of business)</i> : <b>[Address of Bidder's principal place of business]</b>	<b>Surety</b> Name: <b>[Full formal name of Surety]</b> Address <i>(principal place of business)</i> : <b>[Address of Surety's principal place of business]</b>
<b>Owner</b> Name: <b>City of Seward</b> Address <i>(principal place of business)</i> : <b>City Hall                  P.O Box 38                  Seward, NE 68434</b>	<b>Bid</b> Project <i>(name and location)</i> : <b>[Owner project/contract name, and location of the project]</b>  Bid Due Date: <b>[Enter date bid is due]</b>
<b>Bond</b> Penal Sum: <b>[Amount]</b> Date of Bond: <b>[Date]</b>	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ <i>(Full formal name of Bidder)</i>	Surety _____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# NEBRASKA

Good Life. Great Resources.

DEPT. OF ENVIRONMENT AND ENERGY



Pete Ricketts, Governor

## Water Construction Permit No. W2022-148

Is hereby issued to

### City of Seward

For the  
New 500,000 Gallon Water Tower  
O No. 019-3180

Location  
W Jackson Ave & 8th St

A handwritten signature in black ink, appearing to read "Chin F. Chew".

---

Chin F. Chew, P.E., Section Supervisor

September 27, 2022

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Date Signed

NDEE Project No.  
W-152-2022

*This permit is valid for two years from the date of issuance.*

Department of Environment and Energy

P.O. Box 98922  
Lincoln, Nebraska 68509-8922

Jim Macy, Director

OFFICE 402-471-2186 FAX 402-471-2909  
ndee.moreinfo@nebraska.gov



September 27, 2022

Bonnie Ott, Clerk/Treasurer  
537 Main Street  
PO Box 38  
Seward, NE 68434-0038

Re: PWS – City of Seward – W-152-2022 – **Plans and Specifications** – New 500,000 Gallon Water Tower – W Jackson Ave & 8<sup>th</sup> St (Olsson Project No. 019-3180)

Dear Ms. Ott:

Documents describing the above-referenced project have been reviewed and are hereby approved with respect to features of sanitary significance. This approval does not supersede any other NRD, local, state, or federal requirements. In accordance with Title 179 NAC 7-003, a construction permit (enclosed) is hereby granted. This permit is valid for a period of two years from the date of issuance.

This approval is subject to any stipulations listed below. Written approval must be obtained from this Department before proceeding with any major changes from the project documents as approved. One set of the submitted documents is being made a part of this Department's records.

No project that is considered major construction shall be placed into service prior to a final inspection and approval by the Department. The only exception to this requirement is interior tank coating and water distribution main projects. The Department may allow these projects to be placed into service when requested by the owner and/or the engineer. The request to place into service must be accompanied with a certification of project completion by the engineer and copies of satisfactory bacteriological testing results for the project. The Department may be issuing administrative penalties, as authorized in Neb. Rev. Stat. § 71-5304.01, to any system that violates this regulation.

Sincerely,

Chin F. Chew, P.E., Engineering Section Supervisor  
Permitting & Engineering Division  
Nebraska Department of Environment and Energy

CFC:AMK:kd

Enclosure

xc: Owen Killham, P.E. (ec)  
Tim Richtig, Water/Wastewater Operator (ec)  
Matthew Duffek, NDEE (ec)  
Eric Cox, NDEE (ec)

XXXX In accordance with Title 179 NAC 7-005.01, documentation of the contract or actual cost of the project shall be provided to this Department for the purpose of determining the final fee amount. Payment of the final fee amount shall be made to this Department.

XXXX In accordance with Title 179 NAC 7-003.02, record drawings must be submitted to the Department. PDF (Portable Document Format) copies are preferred.

XXXX The design engineer's approved shop drawings of the water storage tank accessories shall be submitted to this Department for review and approval prior to construction.

XXXX Discharge of chlorinated water from disinfection procedure must follow Best Management Practices (BMPs) for meeting surface water quality standards under the National Pollutant Discharge Elimination System (NPDES). For assistance, contact Reuel Anderson with DEE at 402/471-1367 or [reuel.anderson@nebraska.gov](mailto:reuel.anderson@nebraska.gov).

# WATER & WASTEWATER ADVISORY COMMITTEE (WWAC)

Department of  
Economic Development

Department of  
Environment & Energy

Department of Health  
and Human Services

US Department of Agriculture  
Rural Development

## COMMON PRE-APPLICATION PROCEDURE

INTRODUCTION: In 1995 the state and federal funding agencies that are members of the Water Wastewater Advisory Committee (WWAC) adopted a common Preliminary Engineering Report (PER) and preapplication format that they would all use to reduce the costs to applicants in developing a project. Those agencies are: Nebraska Department of Environment and Energy and Department of Health & Human Services (State Revolving Funds), Nebraska Department of Economic Development (Community Development Block Grant) and the USDA Rural Development (Water and Environmental Programs). This successful process has been modified over the years as conditions changed. The Agencies undertook an integral process improvement endeavor that included responding to the voice of the communities and consulting engineers of Nebraska. WWAC shall collaborate to bring more capital to rural communities by providing a process for community decision making for funding and completion of projects that consistently maximizes the funding resources to the most communities possible. Communities may submit their projects directly to the agencies if they do not want to utilize WWAC's resources.

**PROCEDURE:** Each pre-application will be reviewed by WWAC as follows:

1. Submit one (1) electronic original of the pre-application and Facility Plan (FP)/ PER to [ndee.WWAC@nebraska.gov](mailto:ndee.WWAC@nebraska.gov). The preapplication and guide for writing a PER is found below. Though not recommended, a paper copy can be submitted to:  
Nebraska Department of Environment and Energy  
Attn: Technical Assistance Section  
Post Office Box 98922  
Lincoln, NE 68509-8922
2. Upon receipt, all WWAC members receive a copy of the pre-application and FP/PER. Incomplete pre-applications will not be considered until all information is received. Upon receipt a WWAC Point of Contact will be assigned and contact you. Please direct any questions to your Point of Contact.
3. Subsequently, the technical subcommittee of WWAC will review the pre-application for the engineering scope within 30 days after the submission. WWAC may request the applicant/consulting engineer attend a meeting (or the applicant may request a meeting) with WWAC to discuss the project scope, including technical aspects and alternatives considered. This meeting can be held in person, by video conference, or by teleconference and should include appropriate program staff, applicant representative and the project engineer. Meetings will be held on the fourth Tuesday of each month in the City of Lincoln. Once the technical subcommittee has determined the scope as 95% complete, the project will be forwarded to the financing subcommittee. Applications will be expedited through the technical committee if the following actions have been taken:
  - Test hole or equivalent confirming water quality for development of a well field.
  - The applicant provides evidence that they have secured the necessary land for the project. Assurances such as deeds, purchase agreements, leases, or a resolution by the Board of Trustees on their intent to proceed with condemnation for land necessary for the project.

# WATER & WASTEWATER ADVISORY COMMITTEE (WWAC)

Department of  
Economic Development

Department of  
Environment & Energy

Department of Health  
and Human Services

US Department of Agriculture  
Rural Development

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- Service meters are adequate to provide billing commensurate with consumption. This is either evidence that the existing meters have useful life or new service meters with the project.
  - All feasible alternatives were considered.
  - Accuracy of the number of users is critical. Evidence of the number of users must be attached (See Appendix A). Any new, seasonal, or inactive users should be identified.
  - In towns under population of 400: AWIN score is reported. If the score is high, discussion on the actual impact to the environment and public health should be described. In those cases, regulatory measures may be considered if affordability becomes restrictive.
4. The financing subcommittee meetings will be held on the third Tuesday of the month. After review, a funding option packet will be sent to the applicant containing the basic information used to determine the funding options. Instructions to respond will be provided in the funding options packet.
  5. The applicant will have 60 days to respond to the funding option packet. If the Point of Contact has not heard from the applicant after 60 days, WWAC will contact the applicant and discuss the status of the project.
  6. After a funding option has been selected, the selected funding agency(ies) will contact the applicant with further instructions.
  7. Each funding agency will follow its own full application process. Applicants seeking funding for the same project from multiple agencies must submit a full application to the particular agencies.
  8. If a full application varies significantly from the pre-application, or if the facts involving a project have changed such that the feasibility of the proposed solution warrants further investigation, any individual WWAC agency may request the full WWAC to review the project again.

# WATER & WASTEWATER ADVISORY COMMITTEE (WWAC)

Department of  
Economic Development

Department of  
Environment & Energy

Department of Health  
and Human Services

US Department of Agriculture  
Rural Development

## PREAPPLICATION FOR STATE AND/OR FEDERAL ASSISTANCE

<b>Legal Applicant (City, County, SID):</b>	
Federal Tax Id Number: 47-6006355	DUNS Number: 156271546
PWS # or NPDES #	NE3115905
Representative/Title:	Michael Oneby, PE
Address:	537 Main Street, PO Box 38
City/Zip Code:	Seward, NE 68434-0038
Telephone/Fax:	402.643.2928   Email: Michael.oneby@cityofsewardne.gov
County:	Seward
<b>Pre-application Preparer Name:</b> Craig Reinsch, PE	
Address:	601 P Street, Suite 200
City/Zip Code:	Lincoln, NE 68508
Telephone/Fax:	402.458.5671   Email: creinsch@olsson.com
<b>Engineering Firm:</b> Olsson, Inc	
Engineering Consultant:	Craig Reinsch, PE
Address:	601 P Street, Suite 200
City/Zip Code:	Lincoln, NE 68508
Telephone/Fax:	402.458.5671   Email: creinsch@olsson.com

<b>PER Title:</b> Water Study (019-0080), Nov. 4, 2019
<b>Project Description:</b> The submitted project includes a water tower replacement. The City's existing 200,000 gallon water tower was recommended to be replaced with a new 500,000 gallon tower. The project also includes related site and utility work for the tower site and surrounding improvements. The City is anticipating to use ARPA funds as part of this project.

# WATER & WASTEWATER ADVISORY COMMITTEE (WWAC)

Department of  
Economic Development

Department of  
Environment & Energy

Department of Health  
and Human Services

US Department of Agriculture  
Rural Development

(Please attach any facilities plan/ preliminary engineering reports which have been completed)

COST CLASSIFICATION	ESTIMATED TOTAL COST
1. Administrative and legal expenses	\$10,000
2. Land, structures, right-of-ways, appraisals, etc.	\$50,000
3. Relocation expenses and payments	\$0
4. Architectural and engineering fees	\$110,000
5. Project inspection fees	\$150,000
6. Site work, demolition and removal	
7. Construction	\$2,500,000
8. Equipment	
9. Miscellaneous	
<b>10. SUBTOTAL (sum of lines 1-9)</b>	<b>\$2,820,000</b>
11. Contingencies	\$430,000
<b>12. SUBTOTAL (sum of lines 10-11)</b>	<b>\$3,250,000</b>
13. Less project (program) income	TBD
<b>14. TOTAL PROJECT COSTS (line 12 minus 13)</b>	<b>\$3,250,000</b>

Are Water Service Meters less than 10 years in age?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is the land for the project owned by the community, or at least a purchase option in place?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

The undersigned representative of the applicant certifies that the information contained herein and the attached statements, exhibits, and reports, are true, correct and complete to the best of my knowledge and belief.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Pre-application Preparer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Pre-application is for SRF only  Yes     No

**NAME OF APPLICANT** City of Seward, NE

**The purpose of this Appendix is to determine the financial feasibility and sustainability of the existing or proposed system for which funding is being requested.**

Is this a  **Water** or  **Wastewater Project**?

Does the Applicant currently use meters?  YES  NO

Does the Applicant have a computer to read meters and bill customers?  YES  NO

If not, would you like to add this into the project?  YES  NO.

I certify under penalty of law, based on information and belief formed after reasonable inquiry, the statements and information contained in these documents are true, accurate and complete.

\_\_\_\_\_  
Date

\_\_\_\_\_  
City/Village Clerk

**Please attach a copy of the current water or wastewater rates.**

**Please attach the last twelve tables from the billing software showing address, meter ID and water usage for each hookup over the last 12 months. OR breakout the users and their meters below.**

**Note:** If the facility does NOT currently have water meters, please obtain your engineers assistance to estimate the size of meter needed.

**Note for Wastewater projects:** Do not report those users who have their own septic system and are not on the City sewer.

**Note for Water projects:** Count all existing and proposed services.

**EXISTING RESIDENTIAL USERS**

Meter Size	Number of Hookups
3/4" and under	
1" and 7/8"	
1-1/4"	

**EXISTING TOTAL USERS**

Meter Size	Number of Hookups
3/4" and under	
1" and 7/8"	
1-1/4"	

PLEASE CONTINUE ON PAGE 2

"This institution is an Equal Opportunity Provider and Employer."

Appendix A – Water/ Sewer User Details

PROJECTED RESIDENTIAL  
HOOKUPS If this project adds users.

Meter Size	Projected Hookups
3/4" and under	
1" and 7/8"	
1-1/4"	

PROJECTED TOTAL HOOKUPS If this  
project adds users.

Meter Size	Projected Hookups
3/4" and under	
1" and 7/8"	
1-1/4"	

---

**For Wastewater projects:** Total sewer flow over last twelve  
months \_\_\_\_\_ (gal).

**For water projects:** Total water pumped over last twelve  
months \_\_\_\_\_ (gallons)

**For water projects:** Total water sold to residential users over last twelve  
months \_\_\_\_\_ (gallons)

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**FACILITY PLAN OR PRELIMINARY ENGINEERING REPORT GUIDE**  
FOR WASTEWATER OR DRINKING WATER FACILITIES  
GENERAL OUTLINE OF A FACILITY PLAN OR PRELIMINARY ENGINEERING REPORT

WWAC applicants considering Clean Water State Revolving (wastewater treatment works projects) should include in their engineering report a certification using the following language that the engineer on behalf of the applicant

*(A) has studied and evaluated the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out the proposed project or activity for which assistance is sought under this title; and*

*(B) has selected, to the maximum extent practicable, a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, considering—*

*(i) the cost of constructing the project or activity;*

*(ii) the cost of operating and maintaining the project or activity over the life of the project or activity; and*

*(iii) the cost of replacing the project or activity;*

**1) PROJECT PLANNING**

- a) Location
- b) Environmental Resources Present
- c) Population Trends
- d) Community Engagement

**2) EXISTING FACILITIES**

- a) Location Map
- b) History
- c) Condition of Existing Facilities
- d) Financial Status of any Existing Facilities
- e) Water/Energy/Waste Audits

**3) NEED FOR PROJECT**

- a) Health, Sanitation, and Security
- b) Aging Infrastructure
- c) Reasonable Growth

**4) ALTERNATIVES CONSIDERED**

- a) Description
- b) Design Criteria
- c) Map
- d) Environmental Impacts
- e) Land Requirements
- f) Potential Construction Problems
- g) Sustainability Considerations
  - i) Water and Energy Efficiency
  - ii) Green Infrastructure
  - iii) Other
- h) Cost Estimates

## 5) SELECTION OF AN ALTERNATIVE

- a) Life Cycle Cost Analysis
- b) Non-Monetary Factors

## 6) PROPOSED PROJECT (RECOMMENDED ALTERNATIVE)

- a) Preliminary Project Design
- b) Project Schedule
- c) Permit Requirements
- d) Sustainability Considerations
  - i) Water and Energy Efficiency
  - ii) Green Infrastructure
  - iii) Other
- e) Total Project Cost Estimate (Engineer's Opinion of Probable Cost)
- f) Annual Operating Budget
  - i) Income
  - ii) Annual O&M Costs
  - iii) Debt Repayments
  - iv) Reserves

## 7) CONCLUSIONS AND RECOMMENDATIONS

### ABBREVIATIONS

CDBG – Community Development Block Grant CFR – Code of Federal Regulations

EDU – Equivalent Dwelling Unit

EPA – Environmental Protection Agency GAO – Government Accountability Office

GPCD – Gallons per Capita per Day

HUD – Department of Housing and Urban Development NEPA – National Environmental Policy Act

NPV – Net Present Value

O&M – Operations and Maintenance

OMB – Office of Management and Budget PER – Preliminary Engineering Report

RD – Rural Development

RUS – Rural Utilities Service

SPPW – Single Payment Present Worth SRF – State Revolving Fund

USDA – United States Department of Agriculture USPW – Uniform Series Present Worth

WEP – Water and Environmental Programs

WWD – Water and Waste Disposal

# DETAILED OUTLINE OF A PRELIMINARY ENGINEERING REPORT

## 1) **PROJECT PLANNING**

Describe the area under consideration. Service may be provided by a combination of central, cluster, and/or centrally managed individual facilities. The description should include information on the following:

- a) Location. Provide scale maps and photographs of the project planning area and any existing service areas. Include legal and natural boundaries and a topographical map of the service area.
- b) Environmental Resources Present. Provide maps, photographs, and/or a narrative description of environmental resources present in the project planning area that affect design of the project. Environmental review information that has already been developed to meet requirements of NEPA or a state equivalent review process can be used here.
- c) Population Trends. Provide U.S. Census or other population data (including references) for the service area for at least the past two decades if available. Population projections for the project planning area and concentrated growth areas should be provided for the project design period. Base projections on historical records with justification from recognized sources.
- d) Community Engagement. Describe the utility's approach (or proposed to use) to engage the community in the project planning process. The project planning process should help the community develop an understanding of the need for the project, the operational service levels required, funding and revenue strategies to meet these requirements.

## 2) **EXISTING FACILITIES**

Describe each part of the existing facility and include the following information:

- a) Location Map. Provide a map, photographs and a schematic process layout of all existing facilities. Identify facilities that are no longer in use or abandoned.
- b) History. Indicate when major system components were constructed, renovated, expanded, or removed from service. Discuss any component failures and the cause for the failure. Provide a history of any applicable violations of regulatory requirements.
- c) Condition of Existing Facilities. Describe present condition; suitability for continued use; adequacy of current facilities; and their conveyance, treatment, storage, and disposal capabilities. Describe the existing capacity of each component. Describe and reference compliance with applicable federal, state, and local laws. Include a brief analysis of overall current energy consumption. Reference an asset management plan if applicable.
- d) Financial Status of any Existing Facilities. Provide information regarding current rate schedules, annual O&M cost (with a breakout of current energy costs), other capital improvement programs, and tabulation of users by monthly usage categories for the most recent typical fiscal year. Report existing debts and required reserve accounts.
- e) Water/Energy/Waste Audits. If applicable to the project, discuss any water, energy, and/or waste audits which have been conducted and the main outcomes.

### **3) NEED FOR PROJECT**

Describe the needs in the following order of priority:

- a) Health, Sanitation, and Security. Describe concerns and include relevant regulations and correspondence from/to federal and state regulatory agencies. Include copies of such correspondence as an attachment to the Report.
- b) Aging Infrastructure. Describe the concerns and indicate those with the greatest impact. Describe water loss, inflow and infiltration, treatment or storage needs, management adequacy, inefficient designs, and other problems. Describe any safety concerns.
- c) Reasonable Growth. Describe the reasonable growth capacity that is necessary to meet needs during the planning period. Facilities proposed to be constructed to meet future growth needs should generally be supported by additional revenues. Consideration should be given to designing for phased capacity increases. Provide number of new customers committed to this project.

### **4) ALTERNATIVES CONSIDERED**

This section should contain a description of the alternatives that were considered in planning a solution to meet the identified needs. Documentation of alternatives considered is often a Report weakness. Alternative approaches to ownership and management, system design (including resource efficient or green alternatives), and sharing of services, including various forms of partnerships, should be considered. In addition, the following alternatives should be considered, if practicable: building new centralized facilities, optimizing the current facilities (no construction), developing centrally managed decentralized systems, including small cluster or individual systems, and developing an optimum combination of centralized and decentralized systems. Alternatives should be consistent with those considered in the NEPA, or state equivalent, environmental review. Technically infeasible alternatives that were considered should be mentioned briefly along with an explanation of why they are infeasible, but do not require full analysis. For each technically feasible alternative, the description should include:

- a) Description. Describe the facilities associated with every technically feasible alternative. Describe source, conveyance, treatment, storage and distribution facilities for each alternative. Basic hydraulic calculations shall be listed in tabular form. A feasible system may include a combo of centralized/ decentralized (on-site/ cluster) facilities.
- b) Design Criteria. State the design parameters used for evaluation purposes. These parameters should comply with federal, state, and agency design policies and regulatory requirements.
- c) Map. Provide a schematic layout map to scale and a process diagram if applicable. If applicable, include future expansion of the facility.
- d) Environmental Impacts. Provide information about how the specific alternative may impact the environment. Describe only those unique direct and indirect impacts on floodplains, wetlands, other important land resources, endangered species, historical and archaeological properties, etc., as they relate to each specific alternative evaluated. Include generation and management of residuals and wastes.
- e) Land Requirements. Identify sites and easements required. Further specify whether these properties are currently owned, to be acquired, leased, or easements.

- f) Potential Construction Problems. Discuss concerns such as subsurface rock, high water table, limited access, existing resource or site impairment, or other conditions which may affect cost of construction or operation of facility.
- g) Sustainability Considerations. Sustainable utility management practices include environmental, social, and economic benefits that aid in creating a resilient utility.
  - i) Water and Energy Efficiency. Discuss water reuse, water efficiency, water conservation, energy efficient design (i.e. reduction in electrical demand), and/or renewable generation of energy, and/or minimization of carbon footprint, if applicable to the alternative. Alternatively, discuss the water and energy usage for this option as compared to other alternatives.
  - ii) Green Infrastructure. If applicable, discuss aspects of project that preserve or mimic natural processes to manage stormwater. Address management of runoff volume and peak flows through infiltration, evapotranspiration, and/or harvest and use.
  - iii) Other. Discuss any other aspects of sustainability (such as resiliency or operational simplicity) that are incorporated into the alternative, if applicable.
- h) Cost Estimates. Provide cost estimates for each alternative, including a breakdown of the following costs associated with the project: construction, non- construction and annual O&M costs. A construction contingency should be included as a non-construction cost. Cost estimates should be included with the descriptions of each technically feasible alternative. O&M costs should include a rough breakdown by O&M category (see example below) and not just a value for each alternative. Information from other sources, such as the recipient's accountant or other known technical service providers, can be incorporated to assist in the development of this section. The cost derived will be used in the life cycle cost analysis described in Section 5 a.

<b>Example O&amp;M Cost Estimate</b>	
Personnel (i.e. Salary, Benefits, Payroll Tax, Insurance, Training)	
Administrative Costs (e.g. office supplies, printing, etc.)	
Water Purchase or Waste Treatment Costs	
Insurance	
Energy Cost (Fuel and/or Electrical)	
Process Chemical	
Monitoring & Testing	
Short Lived Asset Maintenance/Replacement*	
Professional Services	
Residuals Disposal	
Miscellaneous	
Total	

\* See Table A for example list

## 5) SELECTION OF AN ALTERNATIVE

Selection of an alternative is the process by which data from the previous section, “Alternatives Considered” is analyzed in a systematic manner to identify a recommended alternative. The analysis should include consideration of both life cycle costs and non- monetary factors such as reliability, ease of use, and appropriate wastewater or water treatment technology for the Applicant’s management capability shall be conducted. (I.e. triple bottom line analysis: financial, social, and environmental). If water reuse or conservation, energy efficient design, and/or renewable generation of energy components are included in the proposal provide an explanation of their cost effectiveness in this section.

a) Life Cycle Cost Analysis. A life cycle present worth cost analysis (an engineering economics technique to evaluate present and future costs for comparison of alternatives) should be completed to compare the technically feasible alternatives. Do not leave out alternatives because of anticipated costs; let the life cycle cost analysis show whether an alternative may have an acceptable cost. This analysis should meet the following requirements and should be repeated for each technically feasible alternative. Several analyses may be required if the project has different aspects, such as one analysis for different types of collection systems and another for different types of treatment.

- i) The analysis should convert all costs to present day dollars;
- ii) The planning period to be used is recommended to be 20 years, but may be any period determined reasonable by the engineer and concurred on by the state or federal agency;
- iii) The discount rate to be used should be the “real” discount rate taken from Appendix C of OMB circular A-94 and found at [www.whitehouse.gov/Appendix-C.pdf](http://www.whitehouse.gov/Appendix-C.pdf) (0.30% in 2020).
- iv) The total capital cost (construction plus non-construction costs) should be included;
- v) Annual O&M costs should be converted to present day dollars using a uniform series present worth (USPW) calculation;
- vi) The salvage value (S) of the constructed project should be estimated using the anticipated life expectancy of the constructed items using straight line depreciation calculated at the end of the planning period and converted to present day dollars, i.e. remaining depreciation;
- vii) The present worth of the salvage value is subtracted from the net present worth ;
- viii) The net present value (NPV) is then calculated for each technically feasible alternative as the sum of the capital cost (C) plus the present worth of the uniform series of annual O&M (USPW (O&M)) costs minus the single payment present worth of the salvage value (SPPW(S)):

$$NPV = C + USPW (O\&M) - SPPW(S)$$

- ix) A table showing the capital cost, annual O&M cost, salvage value, present worth of each of these values, and the NPV should be developed for state or federal agency

review. All factors (major and minor components), discount rates, and planning periods used should be shown within the table;

- x) Short lived asset costs (See Table A for examples) should also be included in the life cycle cost analysis if determined appropriate by the consulting engineer or agency. Life cycles of short-lived assets should be tailored to the facilities being constructed and be based on generally accepted design life. Different features in the system may have varied life cycles.
- b) Non-Monetary Factors. Non-monetary factors, including social and environmental aspects (E.g. sustainability considerations, operator training requirements, permit issues, community objections, reduction of greenhouse gas emissions, wetland relocation) should also be considered in determining which alternative is recommended and may be factored into the calculations.
- c) Wastewater Projects. If population is decreasing, the engineer preparing the PER/FP should contact NDEQ for options that can be applied to the project. For these towns, an option must be included as an alternative in the PER/FP.

## **6) PROPOSED PROJECT (RECOMMENDED ALTERNATIVE)**

The engineer should include a recommendation for which alternative(s) should be implemented. This section should contain a fully developed description of the proposed project based on the preliminary description under the evaluation of alternatives. Include a schematic for any treatment processes, a layout of the system, and a location map of the proposed facilities. At least the following information should be included as applicable to the specific project:

### a) Preliminary Project Design.

#### i) Drinking Water:

Water Supply. Include requirements for quality and quantity. Describe recommended source, including site and allocation allowed. Details should be provided for determining average daily demand (residential, commercial & leakage). The applicant's average gallons per capita per day (3 years data preferred) may be used OR the use of other published engineering design guidelines may be submitted for consideration in designing the proposed project. Peak period demands for daily and hourly should reflect the same conditions as described above.

Treatment. Describe process in detail (including whether adding, replacing, or rehabilitating a process) and identify location of plant and site of any process discharges. Identify capacity of treatment plant (i.e. Maximum Daily Demand). Identify any wastewater generation and treatment method. If discharged to sanitary sewer, evaluate collection system and wastewater treatment capability.

Storage. Identify size, type and location. Storage facilities should be sized using the Recommended Standards for Water Works guidelines (except for fire flows as stated above) OR the use of other published engineering design guidelines may be submitted for consideration in designing the proposed project.

Pumping Stations. Identify size, type, location and any special power requirements. For rehabilitation projects, include description of components upgraded.

Distribution Layout. Identify general location of new pipe, replacement, or rehabilitation: lengths, sizes and key components.

CDBG. Monies are to be expended for human consumption and/or for health-related issues. Upsizing wells, storage, and distribution to mainly meet fire flows or primarily serve residential & industrial future growth or agricultural irrigation & livestock purposes will not be considered as eligible under the program rules and those uses must be separated from the project and funded through other lenders.

Development of a new well field site. The following information will be provided:

- 1) Site approval by the Dept. of Health & Human Services Division of Public Health and
- 2) Data which supports the development of the well in this area such as geological surveys, water quality and production data (gallons per minute, specific capacity, etc.) on wells in adjoining areas, data from the Dept. of Natural Resources or Natural Resource District, or water quality and production results from a test hole(s).

ii) Wastewater/Reuse:

Collection System/Reclaimed Water System Layout. Identify general location of new pipe, replacement or rehabilitation: lengths, sizes, and key components. Flows in excess of 120 gpcd indicating infiltration or 275 gpcd during a storm event should require the completion of a Sanitary Sewer Evaluation Survey. This study analyzes which is more cost effective; to transport and treat the excess I&I, or if sewer rehabilitation would be cost effective in removing the excess I&I. Winter quarter potable water usage should be analyzed and compared to the wastewater flow data to check if exfiltration is occurring in the collection system. Unsewered areas within the planning jurisdiction should be identified. A cost-effectiveness analysis should be conducted on eliminating existing septic tank systems with sewer extensions.

Pumping Stations. Identify size, type, site location, and any special power requirements. For rehabilitation projects, include description of components upgraded.

Storage. Identify size, type, location and frequency of operation.

Treatment. Describe process in detail (including whether adding, replacing, or rehabilitating a process) and identify location of any treatment units and site of any discharges (end use for reclaimed water). Identify capacity of treatment plant (i.e. Average Daily Flow). Details should be provided for determining the average daily, peak hour and maximum daily wastewater flows to the POTW. Actual flow monitoring data should be gathered over a sufficient period to capture a wet weather event to analyze for infiltration and inflow from the sewer system. If commercial or industrial contributions are received by the POTW then flow proportioned composite sampling should be conducted measuring the daily pounds of Ammonia, CBOD, and TSS and their peak monthly values.

Receiving stream. Information along with the current or proposed NPDES discharge permit limitations determined and disinfection and any industrial pretreatment considerations analyzed.

Evaluation of the treatment alternatives should include conventional as well as any alternative or innovative technology including regionalization and sludge disposal alternatives for the 20-year design average and peak wastewater flows. Design criteria shall follow the current design standards as required by NDEQ. A cost effectiveness monetary analysis will be required on the principal alternatives as outlined in paragraph C above, along with an engineering evaluation of the following factors: a) reliability, b) energy use, c) revenue generating alternatives, d) process complexity, e) O&M considerations, and f) environmental impacts.

SRF. Monies are directed for municipally owned wastewater facility needs. Projects of a speculative nature or primarily for industrial capacity are not normally funded.

iii) Solid Waste:

Collection. Describe process in detail and identify quantities of material (in both volume and weight), length of transport, location and type of transfer facilities, and any special handling requirements.

Storage. If any, describe capacity, type, and site location.

Processing. If any, describe capacity, type, and site location.

Disposal. Describe process in detail and identify permit requirements, quantities of material, recycling processes, location of plant, and site of any process discharges.

iv) Stormwater:

Collection System Layout. Identify general location of new pipe, replacement or rehabilitation: lengths, sizes, and key components.

Pumping Stations. Identify size, type, location, and any special power requirements.

Treatment. Describe treatment process in detail. Identify location of treatment facilities and process discharges. Address capacity of treatment process.

Storage. Identify size, type, location and frequency of operation.

Disposal. Describe type of disposal facilities and location.

Green Infrastructure. Provide the following for green infrastructure alternatives:

- (1) Control Measures Selected: Identify types of control measures selected (e.g., vegetated areas, planter boxes, permeable pavement, rainwater cisterns).
- (2) Layout: Identify placement of green infrastructure control measures, flow paths, and drainage area for each control measure.
- (3) Sizing: Identify surface area and water storage volume for each green infrastructure control measure. When applicable address soil infiltration rate, evapotranspiration rate, and use rate (for rainwater harvesting).
- (4) Overflow: Describe overflow structures and locations for conveyance of larger precipitation events.

- b) Permit Requirements. Identify any construction, discharge and capacity permits that will/may be required as a result of the project.
- c) Sustainability Considerations (if applicable).
  - i) Water and Energy Efficiency. Describe aspects of the proposed project addressing water reuse, water efficiency, and water conservation, energy efficient design, and/or renewable generation of energy, if incorporated into the selected alternative.
  - ii) Green Infrastructure. Describe aspects of project that preserve or mimic natural processes to manage stormwater, if applicable to the selected alternative. Address management of runoff volume and peak flows through infiltration, evapotranspiration, and/or harvest and use, if applicable.
  - iii) Other. Describe other aspects of sustainability (such as resiliency or operational simplicity) that are incorporated into the selected alternative, if incorporated into the selected alternative.
- d) Total Project Cost Estimate (Engineer's Opinion of Probable Cost). Provide an itemized estimate of the project cost based on the stated period of construction. Include construction, land and right-of-ways, legal, engineering, construction program management, funds administration, equipment, construction contingency, and other costs associated with the proposed project. The construction subtotal should be separated out from the non-construction costs. The non-construction subtotal should be included and added to the construction subtotal to establish the total project cost. An appropriate construction contingency should be added as part of the non- construction subtotal. For projects containing both water and waste disposal systems, provide a separate cost estimate for each system. The engineer may rely on the owner for estimates of cost for items other than construction, equipment, and engineering.
- e) Annual Operating Budget. Provide itemized annual operating budget information. The owner has primary responsibility for the annual operating budget; however, there are other parties that may provide technical assistance. Provide a copy of the previous 3 years financial history on the operations of the water (or sewer) fund. Provide an amortization schedule on existing indebtedness held on the system. This information will be used to evaluate the financial capacity of the system. The engineer will incorporate information from the owner's accountant and other known technical service providers.
  - i) Income. Provide information about all sources of income for the system including a proposed rate schedule. Realistically project income for existing and proposed new users separately, based on existing user billings, water treatment contracts, and other sources of income. In the absence of historic data or other reliable information, for budget purposes, base water use/ sewage of 100 gallons per capita per day. Water use per residential connection may then be calculated based on the most recent U.S. Census or other data for the state or county of the average household size. When large agricultural or commercial users are projected, the Report should identify those users and include facts to substantiate such projections and evaluate the impact of such users on the economic viability of the project.

- ii) Annual O&M Costs. Provide an itemized list by expense category and project costs realistically. Provide projected costs for operating the system as improved. In the absence of other reliable data, base on actual costs of other facilities of similar size and complexity. Include facts to substantiate O&M cost estimates. Include personnel costs (note operator upgrades needed), administrative costs, water purchase or treatment costs, accounting and auditing fees, legal fees, interest, utilities, energy costs, insurance, annual repairs and maintenance, monitoring and testing, supplies, chemicals, residuals disposal, office supplies, printing, professional services, and miscellaneous as applicable. Any income from renewable energy generation which is sold back to the electric utility should also be included, if applicable.
- iii) Short-Lived Asset Reserve – A table of short-lived assets (Assets with design life of 15 years or less) should be included for the system (See Table A for examples). The table should include the asset, the expected year of replacement, the anticipated cost and a recommended annual reserve deposit to fund replacement. Short-lived assets include those items not covered under O&M.
- iv) Debt Repayments. Describe existing and proposed financing with the estimated amount of annual debt repayments from all sources. All estimates of funding should be based on loans, not grants. All annual debt repayments should take into consideration reasonable population trends over the life of the loan.
- v) Reserves. Describe the existing and proposed loan obligation reserve requirements.
- f) Land. Provide evidence of land rights being procured such as easements, purchase options or other evidence for well sites or lagoon sites. When land application sites are part of the project they shall be purchased or leased. The lease or easement executed as an interest in real property, filled and indexed as such in the appropriate office of the registrar of deeds. The lease or easement shall be for the life of the loan.

## **7) CONCLUSIONS AND RECOMMENDATIONS**

Provide any additional findings and recommendations that should be considered in development of the project. This includes recommendation of special studies, highlighting the need for special coordination, a recommended plan of action to expedite project development, and any other necessary considerations.

A timetable with the following milestones shall be included:

- a) Securing land rights.
- b) Completion of test hole drilling and testing.
- c) Completion of environmental review process.
- d) Submission of loan/grant application(s) to appropriate agency(ies).
- e) Completion of final plans and specification.
- f) Start and completion of construction.

<b>Table A: Example List of Short-Lived Asset Infrastructure</b>				
		<b>Design Life</b>	<b>Present Value</b>	<b>Annualized Value</b>
<b>Drinking Water Utilities</b>				
<u>Treatment Related</u>				
	Process Equipment	15		
	Granular filter media/ Membranes	15		
	Air compressors & control units	15		
	High Service Pumps & Pump Controls	15		
	Water Level Sensors & Pressure Transducers	15		
	Sludge Collection & Dewatering UV Lamps	15		
	Chemical feed pumps/ Leak Detection Equipment	15		
<u>Source Related</u>				
	Well Pumps	15		
<u>Distribution System Related</u>				
	Storage reservoir painting/ gaskets	15		
<u>Systemwide Related</u>				
	Service Trucks (in some cases)	15		
	Computer	5		
<b>Wastewater Utilities</b>				
<u>Treatment Related</u>				
	Pump, Pump Controls Pump Motors	15		
	Field & Process Instrumentation Equipment/ Flow meters, Pressure transducers, level sensors	15		
	UV lamps	5		
	Membrane Filters/Fibers	15		
	Aeration blowers, diffusers and nozzles	15		
	Chemical feed pumps/ Leak Detection Equipment	15		
	Sludge Collecting and Dewatering Equipment/ Belt presses & driers	15		
<u>Collection System Related</u>				
	Lift Station Pumps	10		
<u>Systemwide Related</u>				
	Service Trucks (in some cases)	15		
	Computer	5		
<b>Both Utilities</b>				
	Service Meters	15	\$180 each	\$12 each

3. Consideration of a Resolution Designating City Items as Surplus - City Clerk Bargmann

RESOLUTION NO. 2022-29

WHEREAS, the City of Seward, Nebraska has the authority to sell personal property owned by the City; and

WHEREAS, as outlined under Section 44-1.26 of the City Code, in order for the City to sell property having a value of \$5,000 or more, the City Council shall declare said property as surplus property and approve its disposal; and

WHEREAS, as outlined under Section 44-1.26 of the City Code, in order for the City to sell property having a value of \$5,000 or less, a listing of said property shall be posted; and

WHEREAS, the Governing Body determines that the City Administrator should act and that items should be sold and disposed of by the City of Seward; and

WHEREAS, the City of Seward, Nebraska has the following described property:

City of Seward - Surplus Property Items:

- 1996 Ford F150 w/ Tommy Gate Hydraulic Lift (149,253 miles)
- 2003 Chevy 2500 w/ Tommy Gate Hydraulic Lift (122,652 miles)
- Gestetner 3220 Photo Copier
- (2) Wooden Rocking Chairs
- Cricut Explore Machine

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

That the above described property be sold or destroyed by the City of Seward in accordance with the procedures set forth in Section 44-1.26 of the Seward City Code.

The Mayor declared the resolution adopted.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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

\_\_\_\_\_  
Derek Bargmann  
City Clerk

(SEAL)

4. Update on the Wellness Center - City Administrator Butcher  
**CITY ADMINISTRATOR'S REPORT**

## CITY ADMINISTRATORS REPORT – 10/18/22

- Monitoring a number of street projects Waverly Road (lane painting), design work on East Seward, East Hillcrest, and drainage near Park Street & Bradford Street.
- Assisting City Attorney with a number of real estate items and related matters.
- Assisted with Civic Center items and issues.
- Reviewed additional DTR items and worked with applicants on needed documents, met with applicants and SENDD.
- Working with Zoning Office staff on a number of appeals and zoning items (Glawatz).
- Met with Building Office Team about plumbing board survey.
- Assisted Rec department with winter program setup.
- Met with Tenneco on plant HVAC project and timeline.
- Conducted fall target meetings with all department heads.
- Met with NPPD about substation expansion.
- Reviewed Citywide fall targets and future targets with City Clerk/HR Director.
- Worked with Vinny on the rollout of Magical Lights of Seward.
- Attended the League Legislative meeting.
- Assisted BIZCO with the rollout of new spam filter system Proofpoint.
- Reviewed draft updated website design to replace aging current website.
- Follow up on small request items from councilmembers.

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

### **Police Department**

- Capt. Hammond at UNK CJ Career Fair.
- Active Shooter presentation at Petsource.
- Active Shooter drill at Seward Elementary.
- Fraud/Scam presentation at the Senior Center.

### **City Clerk/Human Resources/City Hall**

- Review employee fall targets with Greg on 10/10, scored targets for period ending 9/30 that were due on 10/14.
- An inventory of items were declared surplus.
- Assist with selection process as requested for Design Services RFQ.
- Continuing to advertise positions, initial app review 10/17, Civil Service Commission to possibly meet the week of 10/17 for police office vacancy.

### **Water/Wastewater Department**

- Winterize well houses.
- Winterize swimming pool.
- Winterize UV building and remove and store UV light system.
- Follow up on gas pump software.
- Follow up on Wastewater boiler inspection/repairs.

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

- Site One Workshop on Wednesday in Elkhorn.
- Pick up fish for the City pond on Tuesday.
- Last week for adult sand volleyball, soccer and flag football.

- Overseeding ballfields and aerating.
- Field and irrigation maintenance.

#### **Civic Center**

- Meetings as usual.

#### **Electric Department**

- Work on College service.
- Vac and bore in service at new water tower.
- Follow up on Allo installations.
- Work on Petsource service, pull in wire and terminate.
- Terminate wire for Montag service.

#### **Street Department**

- Open Jackson.
- Tree removal.
- Recycling center bail and cleanup.
- Mix sand and salt.
- Drag alleys.
- Tree trimming.

#### **Library**

- All book groups meeting together in honor of National Reading Group Month.
- Friends committee meeting dealing with used book donations.
- Diversity Talk about Japanese and Japanese Americans in Nebraska.
- Material ordering.

#### **Building Inspection/Planning Department**

- Tentative Board of Adjustment meeting set for Wednesday, November 30.
- Downtown signage meeting with Jonathan Jank and Bob Miers.
- ROW permit review for the feeder line with ALLO.
- La Cocina's grease bin is being relocated inside. We are waiting on a site review by the grease company. Temporarily La Cocina is sited by Spacetime's grease bin.
- Inspections and plan reviews.

#### **Engineering**

- BNSF certification, stake storm sewer, borrow Pit expansion excavation limits, contract for Business Park storm sewer plan (Sept. 20), agreement with Hartmann, SWPPP Inspection and map of Petsource laydown areas for Seward Rail Campus.
- Edits to JEO, buried electric route, water main extension, verify deeds and acquire ROW for East Hillcrest Drive.
- Final edits, storm sewer structure design, advertise (Friday, Oct. 14 for publication 10/19, 10/26, and 11/12) and bid opening Nov. 8 for East Seward Street.
- Revise and issue RFQ for Levee Pump Station.
- Antenna wind loading analysis (AT&T), logo for City Council approval and send agreements to City Attorney for the water tower.

#### **Finance Dept.**

- Oct. 15 bond payments.
- Quarterly payroll tax returns.
- Meeting with gWorks on Tuesday for accounting software review.
- Semi-annual treasurer's report.

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

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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.

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Derek Bargmann, City Clerk

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Date