



CITY OF SEWARD
City Council
Regular Meeting
Agenda

Tuesday, January 2, 2024

7:00 PM

Municipal Building Council Chambers

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, January 2, 2024, in the Council Chambers, 142 N 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 the meeting location 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. Claims & Payables Reports

CLAIMS LIST

1-2-24

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.

AKRS Equipment Inc	OI	27.36
Allegiant Utility Service	FA	294.14
Amazon Business	SU	452.54
Arrow Architecture	SE	1,500.00
Bizco Technologies	IT	1,982.44
Blue360 Media	SU	375.70
Border States Industries	SU	2,066.43
Bruce Megan	MC	25.00
Campbell Cleaning	SE	1,355.00
Capital Business-Dallas	MA	577.83
Cash-Wa Distributing Co	SU	43.85
Cattle Bank	MS	300.00
Chase Card Service		9,907.83
Advanced Fire & Safety	EQ	213.23
AED Superstore	SU	626.73
Amazon	SU	604.26
Ariat International	UN	2,149.03
Bagels & Joe Seward	ML	135.13
Constant Contact	SE	23.00
Emergency Solutions	MS	167.05
Fastmart	GS	31.89
First Tactical	EQ	449.96
Foreup.com	SE	499.80
The Fort	UN	230.56
Frontier Home Medical	EQ	279.95
The Home Depot	SU	183.37
Microsoft	MS	266.07
N-Ear	EQ	324.98
R & J Service	RE	160.77
Runza Seward	ML	144.86
Sam's Club	SU	287.00
SpareTime Lounge	ML	84.09
TracFone	MS	34.50
UnitedStatesFlag.com	SU	540.45
Univ of NE-Omaha	TG	443.00
Urban Carry	EQ	74.60
USA Bluebook	MA	444.52
USPS	PO	109.86
UWCC	MS	100.00

Walmart	SU	1,149.17	
WEF Main	MS	150.00	
City Seward Buildings/Gr	RI		3,000.00
City Seward Library Petty	PO		161.87
City Seward Payroll Accou	SA	198,181.00	
Core & Main LP	OP		449.63
Des Moines Stamp Mfg Co	SU		71.00
Emergency Medical Product	EQ		946.42
Fastenal Company	SU		155.22
First Wireless Inc	MS		815.00
Firstar Fiber Inc	SE		217.76
Foltz Fred	SE		125.00
Gehring Construction	CI	176,848.76	
General Code	PU		1,599.00
Gerhold Concrete Co Inc	RE		375.74
Hamilton Equip Company	OI		383.71
Hauder Alex	UN		159.99
HDR Engineering Inc	FA	23,691.67	
Hireright LLC	SE		80.90
Hoffschneider Law PC LLO	SE		5,000.00
Husker Electric Supply Co	SU		1,321.52
JEO Consulting Group	CI		1,890.00
Jones Automotive	FA		870.00
Last Mile Network Consult	IT		75.30
LCL Truck Equipment Inc	RE		29.00
Lee's Refrigeration	BU		208.90
Mechanical Sales Inc	BU		519.00
Memorial Health-Drug	SE		1,844.73
Menards North	BU		2,167.81
Merle's Garden Center	GU		2,610.00
Metering & Technology Sol	IV		1,400.68
Meyer Automotive	EQ		250.90
Mid-American Benefits Inc	BE		1,230.30
Midwest Service & Sales	CI		2,545.00
Midwest Turf & Irrigation	OI		463.26
Nebraska D A S Acct	MA		245.00
Nebraska Health Lab	MA		108.00
Nebraska Law Enforcement	TG		142.00
Nextlink	SE		200.00
Norris Public Power Distr	UT		1,269.73
Olsson	SE		11,395.16
One Billing Solutions LLC	SE		2,966.12
O'Reilly Automotive Inc	OI		363.33
Overhead Door Co-Lincoln	BU		538.28
Policky Jamie	MC		75.00
Quill Corp	SU		682.04
Rose Equipment Inc	RE		195.00
Sack Lumber Company	SU		31.88
Sayler Screenprinting	UN		33.00
Small Engine Specialists	RE		192.77

Sports Express	UN	443.15
Storey Kenworthy	SU	794.71
The Fort	UN	601.08
Time Warner Spectrum	SE	434.98
Total Tool Supply Inc	TO	1,032.00
Truck Center Companies	RE	5,527.70
Ty's Outdoor Power & Serv	RE	462.64
U S Cellular	SE	213.14
Verizon Wireless	SE	715.25
Wesco Distribution Inc	IV	42,989.26
White Cap	SU	35.99
Woods & Aitken LLP	SE	65.00
	CLAIMS TOTAL	\$520,349.40

2. Seward County Chamber & Development Partnership Report
3. Draft Minutes of December 19, 2023, City Council Meeting

December 19, 2023

The Seward City Council met at 7:00 p.m. on Tuesday, December 19, 2023, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Megan Kahler, Jessica Kolterman, Karl Miller, Matt Stryson, Tatum Tonniges, Rich Wergin, Jonathon Wilken. Councilmembers Absent: John Singleton. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Mike Oneby, Executive Director of Wellness Center Joel Brase, Building/Zoning & Code Enf. Director Tim Dworak, and Police Sergeant Allison Sommerfeld.

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.

COMMENDATION FOR OFFICER PILCHER FOR LIFE-SAVING EVENT

Chief of Police Brian Peters described a recent event in which Officer Zachary Pilcher performed lifesaving measures through use of an AED (automated external defibrillator) and commendation was awarded for his actions. Becka Neumiller from Nebraska Department of Health and Human Services was on hand to describe the AED grant program for police cruisers and to thank Officer Pilcher. The surviving party—Mike Stewart of Omaha—thanked Officer Pilcher and the Seward Police Department for their commitment to the program and proper training.

CONSENT AGENDA CONSIDERATION ITEMS

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

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Report (totaling \$1,120,386.70)
4. Police Department Report
5. Draft Minutes of December 5, 2023, City Council Meeting.

Aye: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Absent: Singleton. Motion carried.

PUBLIC HEARINGS

1. PRESENTATION AND DISCUSSION OF FUNCTIONING AND PROGRESS OF THE SEWARD ECONOMIC DEVELOPMENT PLAN

As per Statute, a presentation and discussion of the Seward Economic Development Plan must be held twice a year. City Administrator Butcher noted the report, ending July 31, 2023, was reviewed and approved by the Citizens Advisory Review Committee (CARC). Additionally, it was stated that the vote to renew the LB840 program for another 10 years had passed at the December 12th election with approximately 81.8% in favor.

Mayor Eickmeier opened the public hearing at 7:13 p.m. With no public comment received, the public hearing was closed at 7:13 p.m.

This item was for presentation and public hearing opportunity only, thus no action was taken.

2. CONSIDERATION OF A TEXT AMENDMENT TO THE CITY OF SEWARD UNIFIED LAND DEVELOPMENT ORDINANCE (ULDO), CHAPTER 410, ARTICLE 32: SUPPLEMENTAL DEVELOPMENT REGULATIONS, SECTION 8: FENCE REGULATIONS

Building/Zoning & Code Enf. Director Dworak mentioned that due to the Council's approval for Black Hills Energy to construct a temporary facility in the Rail Campus Area, they had proposed a barbed wire barrier to enforce safety/security of the site. Upon review of the City Code for permitting purposes, it was determined that as per the existing ULDO they would not be able to fence the area with barbed wire as only zones designated as 'I2-General Industrial District' were allowed. Mr. Dworak also determined that numerous City utility facilities, not in 'I2' zones, were enclosed by barbed wire including the electrical substations, water towers, and water treatment facility. As such, the Code was reviewed with consideration of code from other like communities with the result of a proposal to expand the zones in which barbed wire fencing would be allowed within City limits. Additionally, inconsistencies between the ULDO and City Code were reviewed and amended to be cohesive. The Planning Commission approved the changes to the ULDO and City Code unanimously.

Mayor Eickmeier opened the public hearing at 7:18 p.m. With no public comment received, the public hearing was closed at 7:18 p.m.

December 19, 2023

Councilmember Kolterman introduced Ordinance No. 2023-27. Councilmember Wergin moved, seconded by Councilmember Stryson, to dispense with the statutory rule.

Aye: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.
Nay: None. Absent: Singleton. Motion carried.

Councilmember Tonniges moved, seconded by Councilmember Kahler that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2023-27**, AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 32 SUPPLEMENTAL DEVELOPMENT REGULATIONS TO AMEND FENCE REGULATIONS; 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: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.
Nay: None. Absent: Singleton. Motion carried.

ADMINISTRATIVE ITEMS

1. ITEMS RELATED TO CITY CODE FENCE REGULATIONS

Mr. Dworak noted the items below were related to the preceding public hearing and changes to the ULDO related to fencing regulations. The proposed changes to Chapters 225 and 290 will bring the ULDO and City Code into cohesion moving forward regarding fencing regulations.

A. CONSIDERATION OF AN ORDINANCE TO AMEND CITY CODE, CHAPTER 225: BUILDING CONSTRUCTION, ARTICLE 13: FENCE REGULATIONS, SECTION 1: GENERAL REQUIREMENTS

Councilmember Wergin introduced Ordinance No. 2023-28. Councilmember Kolterman moved, seconded by Councilmember Kahler, to dispense with the statutory rule.

Aye: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.
Nay: None. Absent: Singleton. Motion carried.

Councilmember Tonniges moved, seconded by Councilmember Wergin that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2023-28**, AN ORDINANCE TO REPEAL AND REPLACE THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 225 BUILDING CONSTRUCTION, ARTICLE 13 FENCE REGULATIONS; TO AMEND FENCE REGULATIONS; 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: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.
Nay: None. Absent: Singleton. Motion carried.

B. CONSIDERATION OF AN ORDINANCE TO AMEND CITY CODE, CHAPTER 290: OFFENSES, ARTICLE 8: OBSTRUCTIONS, SECTION 2: PROHIBITED FENCES

Councilmember Tonniges introduced Ordinance No. 2023-29. Councilmember Kolterman moved, seconded by Councilmember Kahler, to dispense with the statutory rule.

Aye: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.
Nay: None. Absent: Singleton. Motion carried.

Councilmember Wergin 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: **Ordinance No. 2023-29**, AN ORDINANCE TO REPEAL AND REPLACE THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 290 OFFENSES, ARTICLE 8 OBSTRUCTIONS, SECTION 2 PROHIBITED FENCES; TO AMEND REQUIREMENTS FOR PROHIBITED FENCES; 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: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.
Nay: None. Absent: Singleton. Motion carried.

December 19, 2023

2. CONSIDERATION OF A CHANGE ORDER (#3) TO A CONTRACT WITH GEHRING CONSTRUCTION & READY MIX CO., INC. FOR THE E SEWARD STREET IMPROVEMENTS PROJECT IN THE AMOUNT OF \$75,285.00

City Engineer Oneby provided a brief update on the project, which is nearing completion. The proposed change order would authorize eleven items identified in the construction phase to bring the project to full completion.

Councilmember Stryson moved, seconded by Councilmember Wergin, to approve change order #3 to the E Seward Street Improvements project for \$75,285.00 as presented.

Aye: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Absent: Singleton. Motion carried.

3. CONSIDERATION OF A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND DESIGNATE CITY ENGINEER ONEBY AS CITY STREET SUPERINTENDENT FOR PURPOSES OF THE ANNUAL YEAR-END NDOT CERTIFICATION

Mr. Butcher relayed the Nebraska Department of Transportation (NDOT) requires each community to designate a street superintendent annually. In the past, the City designated Julie Ogden of JEO Consulting; however, Administration learned that a registered municipal engineer could be designated. As such, the request would be to designate City Engineer Oneby, who holds the required credentials, as street superintendent for purposes of completion of certification with no change to job duties.

Councilmember Kolterman introduced **Resolution 2023-22**, to authorize the Mayor to sign and designate City Engineer Oneby as City Street Superintendent for purposes of the annual year-end 2024 NDOT certification. Councilmember Wergin moved, seconded by Councilmember Tonniges, to approve Resolution 2023-22.

Aye: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Absent: Singleton. Motion carried.

4. ITEM/UPDATE RELATED TO THE WELLNESS CENTER

A. CONSIDERATION OF AN ORDINANCE AUTHORIZING A MUNICIPAL IMPROVEMENT BOND IN THE AMOUNT OF NOT-TO-EXCEED \$9,800,000.00 TO PROVIDE FINANCING FOR A PORTION OF THE COST OF THE SEWARD WELLNESS CENTER

Mr. Butcher noted that as per direction from Council at the November 21st meeting, staff has been reviewing financing through a bank loan model. Presented was a bond to approve the long-term debt of the Wellness Center, which was developed in conjunction with Jones Bank and Cattle Bank. The construction loan would be up to \$9.8 million; however, the City would borrow only as much as is needed to complete the project. Within the ordinance package was also an emergency proclamation by the Mayor to draw funds within 15 days which would allow for the first draw to occur in 2023. The reason for the drawing of funds in 2023 is to allow potential flexibility to bond an item in 2024 and to not exceed the bonding cap if the City should need to bond another capital project.

Councilmember Wergin introduced Ordinance No. 2023-30. Councilmember Tonniges moved, seconded by Councilmember Stryson, to dispense with the statutory rule.

Aye: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Absent: Singleton. Motion carried.

Councilmember Wergin moved, seconded by Councilmember Miller that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2023-30**, AN ORDINANCE AUTHORIZING A MUNICIPAL IMPROVEMENT BOND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED NINE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$9,800,000) TO PROVIDE FINANCING FOR A PORTION OF THE COSTS OF THE SEWARD WELLNESS CENTER TO BE OWNED BY THE CITY; PRESCRIBING THE TERMS AND FORM OF SUCH BOND; PROVIDING FOR PAYMENT OF THE INTEREST ON AND PRINCIPAL OF SUCH BOND; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET OR ELECTRONIC FORM; AND RELATED MATTERS.

Aye: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Absent: Singleton. Motion carried.

Councilmember Stryson moved, seconded by Councilmember Tonniges that all ordinances be added to the permanent record.

Aye: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Absent: Singleton. Motion carried.

December 19, 2023

CITY ADMINISTRATOR'S REPORT

Councilmember Wergin moved, seconded by Councilmember Tonniges, that the City Administrator's report of December 19, 2023, be accepted.

Aye: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Absent: Singleton. Motion carried.

STRATEGY SESSION

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

Councilmember Miller moved, seconded by Councilmember Tonniges, that the Council enter a closed session with the Mayor, City Administrator, City Attorney, Jonathan Jank, and City Clerk for the protection of the public interest and to discuss current real estate interests at the Seward Rail Campus and to provide the City Attorney with negotiating guidance for a period not to exceed 30 minutes.

Aye: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Absent: Singleton. Motion carried.

Mayor Eickmeier stated the Council has voted to go into closed session at 7:39 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 7:55 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken. Mayor Eickmeier announced that no formal action was taken during the executive session.

MOTION TO ADJOURN

Councilmember Wergin moved, seconded by Councilmember Kahler, that the December 19, 2023, City Council Meeting be adjourned.

Aye: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Absent: Singleton. Motion carried.

Adjourned approximately 7:55 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

4. Mayor Appointments to Boards and Commissions:
 - A. Re-appoint Maureen Freitas, Renee Larsen, Janet Odvody, and Cheryl Zumpfe to the Aging Services Commission for a 4-Year Term

ADMINISTRATIVE ITEMS

1. Consideration of an Ordinance to Revise City Code Chapter 78-1.1A , Placing Items on the City Council Agenda - City Administrator Butcher

ORDINANCE NO. 2024-1

AN ORDINANCE OF THE CITY OF SEWARD, NEBRASKA, AMENDING CHAPTER 32 OF THE SEWARD MUNICIPAL CODE RELATING TO CITY COUNCIL AGENDAS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEWARD OF SEWARD AS FOLLOWS:

Section 1. That 78-1.1 of the Municipal Code of the City of Seward is hereby amended as follows:

§ 78-1.1 City Council agendas.

- A. All requests ~~for~~ submitted by the public for placement of an agenda item ~~City Council agenda items~~ shall be presented in writing to the ~~City Clerk and then transmitted to the Mayor for disposition Mayor, City Administrator or City Clerk.~~ Such requests shall be submitted Any member of the public may request an item for the Council agenda by completing a request form entitled "Request for Council Agenda Item." Such item shall be placed on a subsequent agenda at the direction of the Mayor or by written direction of four (4) members of the City Council. ~~or administrative action by filling out a request form entitled "Request for Council Agenda Item or Administrative Action."~~ In addition to requesting agenda items at the designated time during Council meetings, Council members may request propose items to be placed on the a future agenda at the direction of the Mayor or by written direction of four (4) members of the City Council. at the next regularly scheduled meeting, if feasible, by written request. This form is available at City Hall, or can be downloaded from the City's website at cityofsewardne.gov. The deadline for the four (4) members of the City Council and the public for to adding items to the subsequent Council agenda shall be 12:00 noon on the Wednesday Tuesday, one week prior, to preceding each regular meeting, unless the item is determined to be of an emergency nature. The item requested will either be placed on the next regularly scheduled Council meeting agenda, if feasible, or handled administratively if a policy is already in place. The Mayor and Council will be provided copies of all requests submitted to the Mayor. The Council shall have the right to modify an agenda only for items of an emergency nature. The deadline for the Mayor to add items to the Council agenda shall be 24 hours before the commencement of the meeting, unless the item is determined to be of an emergency nature.

Section 2. REPEAL. All remaining ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Dated this 2nd day of January, 2024.

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

City of Seward, NE
Friday, December 29, 2023

Chapter 78. Meetings

Article I. Documents and Procedures

§ 78-1.1. City Council agendas; notice of meetings.

[Amended 3-4-2008 by Ord. No. 3-08; 12-2-2008 by Ord. No. 22-08; 8-16-2011 by Ord. No. 16-11; 5-5-2015 by Ord. No. 2015-08]

- A. All requests for City Council agenda items shall be presented in writing to the Mayor, City Administrator or City Clerk. In addition to requesting agenda items at the designated time during Council meetings, Council members may request items to be placed on the agenda at the next regularly scheduled meeting, if feasible, by written request. Any member of the public may request an item for the Council agenda or administrative action by filling out a request form entitled "Request for Council Agenda Item or Administrative Action." This form is available at City Hall, or can be downloaded from the City's website at cityofsewardne.gov. The deadline for the Council and the public for adding items to the Council agenda shall be 12:00 noon on the Wednesday preceding each regular meeting, unless the item is determined to be of an emergency nature. The item requested will either be placed on the next regularly scheduled Council meeting agenda, if feasible, or handled administratively if a policy is already in place. The Mayor and Council will be provided copies of all requests submitted. The Council shall have the right to modify an agenda only for items of an emergency nature. The deadline for the Mayor to add items to the Council agenda shall be 24 hours before the commencement of the meeting, unless the item is determined to be of an emergency nature.
- B. Notice of meetings.
- (1) The method of communicating advance notice of the regular and special meetings of the City Council shall be made by posting notice of such meeting, with the agenda thereon, in the following public places of the City of Seward, Nebraska:
 - (a) The front entrance of City Hall;
 - (b) The front entrance of the City Library;
 - (c) The bulletin board in the Seward County Courthouse; and
 - (d) The front entrance of the City Municipal Building.
 - (2) Such notice shall contain the time and specific place for each meeting and either an enumeration of the agenda subjects known at the time of the notice, or a statement that such an agenda kept continually current shall be readily available for public inspection at the office of the Municipal Clerk. Except for items of an emergency nature, the agenda shall not be altered later than 24 hours before the scheduled commencement of the meeting. The Mayor will present any request for an emergency item at the beginning of the next regularly scheduled meeting, and the item will be subject to the final determination and approval of the City Council.

2. Consideration of an Ordinance to Amend City Code Chapter 85, Part II: Appointed Officials - City Administrator Butcher

ORDINANCE NO. 2024-2

AN ORDINANCE OF THE CITY OF SEWARD, NEBRASKA, AMENDING CHAPTER 85, PART 2 OF THE SEWARD MUNICIPAL CODE RELATING TO APPOINTED OFFICIALS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEWARD OF SEWARD AS FOLLOWS:

Section 1. That Sections 85-4.1, 85-4.4, 85-4.5; 85-6.1-6.3; 85-7.1-7.6; 85-8.1-8.2; 85-9.2-9.3; 85-10.1; 85-11.1; 85-12.1, 85-12.4; 85-14.1-14.3; and 85-15.1-15.3 of the Municipal Code of the City of Seward is hereby amended as follows:

Part 2 Appointed Employee Officials

Article IV In General

§ 85-4.1 Enumerated.

The Mayor may, by and with the advice and consent of the City Council, have such departments and appoint such officials as may be established by ordinance, which shall include a City Administrator, City Clerk and Deputy, ~~Assistant Administrator/Clerk-Treasurer/Budget and Human Resources Director, Deputy Clerk/Finance Director/Assistant-Treasurer and~~ Deputy, ~~Electric and Power Resource Director, Water/Wastewater Director, Street/Transportation and Recycling Superintendent, Parks/Recreation/Cemetery Director, Public Facilities/Capital Improvements and GIS Director, Chief of Police, Fire Chief and Assistant, Library Director, Engineer, and~~ City Attorney, and such other officials as may otherwise be required by law. All appointed officials may be removed at any time by the Mayor with the approval of the majority of the Council. All confirmations of appointments to such offices by the Council shall be made viva voce, and the concurrence of a majority shall be required. The vote by "yeas" and "nays" shall be recorded. (Neb. RS 16-308)

§ 85-4.4 Creation of Offices.

The governing body may create any office that it may deem necessary for the good government and interest of the municipality. (Neb. RS 16-~~308~~217)

§ 85-4.5 Duties prescribed.

The governing body may regulate and prescribe by ordinance the powers, duties, and compensation of the officers of the municipality and classify such offices, on the basis of merit as the City council shall provide for that purpose not specifically delineated by state law. (Neb. RS 16-218)

Article VI City Attorney

§ 85-6.1 Appointment and Authority.

The Mayor shall, with the consent of a majority of the Council, appoint the City Attorney. The City Attorney shall be the legal advisor of the Council and City officers.

§ 85-6.2 Supervision; duties.

The City Attorney shall be under the direction of the Mayor with the assistance of the City Administrator. The City Attorney shall commence, prosecute, and defend all suits and actions necessary to be commenced, prosecuted, or defended on behalf of the City, or that may be ordered by the Council. He or she shall attend meetings of the Council and give them

his or her opinion upon any matter submitted to him or her, either orally or in writing as may be required. He or she shall draw all ordinances, contracts and other documents requested by the Mayor and Council.

§ 85-6.3 Compensation; additional legal services.

The Mayor and City Council shall have the right to pay the City Attorney additional compensation for legal services performed by him or her for the City or to employ additional legal assistance and to pay for such legal assistance out of the funds of the City.

Article VII City Treasurer

§ 85-7.1 Appointment and Removal; Duties.

The Mayor shall, with the consent of a majority of the Council, appoint the City Treasurer. The Treasurer of the City shall be the custodian of and receive all money belonging to the City. He or she shall keep a separate account of each fund or appropriation, and the debits and credits belonging thereto. He or she shall, at the end of every month, and as often as may be requested, render an account to the City Council, under oath, showing the state of the treasury at the date of such account, the amount of money remaining in each fund and the amount paid therefrom, and the balance of money in the treasury. He or she shall accompany such account with a statement of all receipts and disbursements, together with all warrants ~~retained~~ redeemed and paid by him or her, which warrants, with all vouchers held by him or her, shall be filed with his or her account in the Clerk's office. He or she shall produce and show all funds shown by such report to be on hand, or satisfy the Council or its committee that he or she has such funds in his or her custody or under his or her control. If said Treasurer neglects or fails, for the space of 20 days from the end of every month, or by a later date as established by the Council, to render his or her account, his or her office may, by ~~resolution~~ consent of the Mayor and Council, be declared vacant; and the Mayor shall appoint and the Council confirm some person to fill the vacancy. The Treasurer shall keep ~~his~~ their books and accounts in such a manner as the Mayor and Council shall prescribe and shall keep a daily cashbook. All of the books and accounts of the Treasurer shall always be subject to inspection by the Mayor, members of the Council and such other persons as they may designate. The Treasurer shall perform such other duties as are required of him or her by the laws of the City and the statutes of Nebraska. The Treasurer shall keep all money in his or her hands belonging to the City separate and distinct from his or her own money; and he or she is hereby expressly prohibited from using, either directly or indirectly, the ~~corporation~~ City's money or warrants in his or her custody and keeping same for his or her own use and benefit or that of any other person—~~whomsoever~~. Any violation of this section shall subject the Treasurer to immediate removal from office by the City Council, and it may declare such office vacant. The Mayor shall appoint a successor, who shall be confirmed by the City Council, to hold office for the remainder of the term. (Neb. RS 16-318, 16-717, 16-719)

§ 85-7.2 Books and accounts.

The Treasurer shall give every person paying money into the treasury ~~and his office~~ a receipt therefor, which shall show the source from which such funds are derived, and shall, by distinct lines and columns, show the amount received to the credit of each separate fund, and whether same was paid in cash, in warrants, or otherwise, one of which copies the Treasurer shall deliver to the person making such payment and the other

he shall retain in his or her office and file such copy with his or her monthly reports. (Neb. RS 16-318, 77-2209)

The office of the ~~Clerk~~ Treasurer shall be responsible for keeping a full and correct account with each consumer of City utility services and shall issue proper receipts for all money collected from each consumer, one copy of which shall be retained by this office. The books and papers representing all transactions of this office shall at all times be open to the inspection of the Mayor and Council. This office shall make to the Mayor and Council a detailed monthly report as prescribed by the Mayor and Council. This office shall collect all money receivable by the City on account of public utilities, duly accounting therefor, ~~and pay said sums forthwith to the Treasurer.~~

§ 85-7.3 Daily accounting; availability of records.

The Treasurer shall daily, as moneys are received, foot the several columns of his or her cashbook and of his or her register, and carry the amounts forward, and at the close of each year, in case the amount of money received by the Treasurer is insufficient to pay the warrants registered, he shall close the account for that year in such register and shall carry forward the excess. Any Treasurer who shall fail regularly to enter upon his or her cashbook the amounts so received and receipted for, or who shall fail to keep his or her cashbook footed from day to day, for the space of three days, shall forfeit for each offense the sum of one-hundred dollars (\$100.00), to be recovered in a civil action on his or her official bond by any person holding a warrant drawn on such Treasurer, one-half (1/2) to the person bringing such action, and one-half (1/2) to the school fund of the County. The cashbook, register and retained receipts of the Treasurer shall at all times be open to the inspection of any person in whose name any warrants are registered and unpaid. (Neb. RS 77-2210 through 77-2212)

§ 85-7.4 Annual report.

It shall be the duty of the Treasurer to prepare and publish annually, within sixty (60) days following the close of the municipal fiscal year, a statement of the receipts and expenditures by funds of the City for the preceding fiscal year. The statement shall also include the information required by Subsection (3) of Neb. RS 16-318 or Subsection (2) of Neb. RS 17-606. Not more than the legal rate provided for in Neb. RS 33-141 shall be charged and paid for such publication. Such publication shall be made in one legal newspaper of general circulation in the City. ~~Any~~ ~~If~~ the Treasurer ~~failing~~ ~~fails~~ or ~~neglecting~~ ~~neglects~~ to prepare and publish such statement of receipts and expenditures shall be deemed guilty of a misdemeanor and shall be removed from office for such failure or neglect. (Neb. RS 19-1101, 19-1103, 19-1104)

§ 85-7.5 Warrants.

The Treasurer shall keep a warrant register which shall show in columns arranged for that purpose the number, date, and amount of each warrant presented and registered, the particular fund upon which the same is drawn, the date of presentation, the name and address of the person in whose name the same is registered, the date of payment, the amount of interest, and the total amount paid thereon, with the date when notice to the person in whose name such warrant is registered ~~is mailed as herein provided~~. On presentation of a warrant for payment to the Treasurer when there are not insufficient moneys on hand to the credit of the proper fund to pay the same, it shall be the duty of the Treasurer to enter such warrant in his or her warrant register for payment in the order of its

presentation and he or she shall endorse on the warrant the words "registered for payment" with the date of registration and shall sign such endorsement, whereupon the warrant shall draw interest at such rate as is fixed by the issuing authority and endorsed on the warrant from the date of ~~registration~~ presentation for payment until notice of payment shall be given the registered owner. The Treasurer shall neither directly nor indirectly contract for or purchase any City warrant at any discount whatever upon the sum due on such warrant or order, and if he or she shall so contract for or purchase any such order or warrant, he or she shall not be allowed in settlement the amount of such order or warrant, or any part thereof, and shall also forfeit the whole amount due on such order or warrant. (Neb. RS 45-106, 77-1741, 77-2202, 77-2203)

§ 85-7.6 Deputy Treasurer.

The Mayor, with the consent of the Council, may appoint within the office of the City Treasurer a Deputy Treasurer, who shall have all the powers and duties of the Treasurer except as otherwise shall be provided by ordinance. He or she shall receive such compensation as the Mayor and Council shall from time to time establish by ordinance. He or she shall be removable at any time by the Mayor with the consent of the members of the Council. He or she shall give such bond as may be required by the Mayor and Council. He or she shall be under the immediate supervision of the Treasurer.

Article VIII City Clerk

§ 85-8.1 Appointment; duties.

- A. The Mayor shall, with the consent of a majority of the Council, appoint the Municipal Clerk. It shall be the duty of the Municipal Clerk to attend every meeting of the Council—~~and~~, keep a record of the proceedings thereof, and have the custody of all laws and ordinances. Whenever required by the Mayor or requested by four (4) members of the Council, he or she shall issue to the Chief of Police a notice to be delivered to the members of the Council of any special meeting thereof, and shall notify any and all committees of the Council of the business entrusted to them.
- B. The Clerk shall keep and carefully preserve all papers and books which may come into his or her possession as Clerk, filing and arranging them in a manner convenient for reference; provided that after the period of time specified by the State Records ~~Board~~ Administrator pursuant to the Records Management Act, the Clerk may transfer such journal of proceedings of the Council to the State Archives of the Nebraska State Historical Society for permanent preservation.
- C. The Clerk shall keep the Seal of the City and duly attest thereby the Mayor's signature to all ordinances and all deeds and papers required to be attested, when ordered by the governing body.
- D. ~~The Clerk shall keep all orders for money or warrants for the payment of money, and shall enter the same in numerical order in a book to be kept for that purpose.~~
- E. The Clerk shall keep a register of all licenses granted and the purpose for which they were issued, and report to the Council ~~at every meeting as requested.~~ At the beginning of each month, he or she shall, if required by the governing body, furnish the Police Department with a true copy of the register of all licenses then in force. He or she shall issue licenses

and collect license fees connected therewith as provided by the laws of Nebraska or the municipality.

- ~~F. All office personnel of the Clerk's office and the Electric and Water Office shall be under the supervision and control of the City Clerk. All of said employees shall obey the Clerk's orders and may be discharged on recommendation of the Clerk for inefficiency or for the general good of said office.~~
- G. Within thirty (30) days after any meeting of the Council, the Clerk shall prepare and publish the proceedings of the Council in a legal newspaper in or of general circulation in the City., ~~or more than one legal newspaper if directed by the Council.~~ Said publication shall set forth a statement of the proceedings thereof and shall also include the amount of each claim allowed, the purpose of the claim, and the name of the claimant, except that the aggregate amount of all payroll claims may be included as one item. Between July 15 and August 15 of each year, the employee job titles ~~names of all employees~~ and their current annual, monthly, or hourly salaries corresponding to such job titles shall be published. Each job title published shall be descriptive and indicative of the duties and functions of the position. The charge for the publication shall not exceed the rates provided for in Neb. RS 23-122. The publication charge shall be paid and allowed as other claims against the General Fund.

§ 85-8.2 Deputy Clerk.

The Mayor, with the consent of the Council, may appoint within the office of the City Clerk a Deputy Clerk, who shall have all the powers and duties of the Clerk except as otherwise shall be provided by ordinance. He or she shall receive such compensation as the Mayor and Council shall from time to time establish by ordinance. He or she shall be removable at any time by the Mayor with the consent of the members of the Council. He or she shall give such bond as may be required by the Mayor and Council. He or she shall be under the immediate supervision of the Clerk.

Article IX Merged Offices

~~§ 85-9.2 Clerk Treasurer position created.~~

~~The appointed offices of Municipal Clerk and Municipal Treasurer are hereby combined and merged, in accordance with the authority granted to the governing body by § 85-9.1.~~

~~§ 85-9.3 Clerk Treasurer/Administrative Assistant position created.~~

~~The appointive offices of Municipal Clerk, Municipal Treasurer and Administrative Assistant are hereby combined and merged, in accordance with the authority granted to the governing body by § 85-9.1.~~

Article X City Engineer

§ 85-10.1 Appointment; duties.

The Mayor shall, with the consent of a majority of the Council, appoint the City Engineer. The City Engineer shall, when requested by the governing body, make estimates of the cost of labor and material which may be done or furnished by contract with the ~~municipality~~ City, and make all surveys, estimates, and calculations necessary to be made for the establishment of grades, building of culverts, sewers, electric light system, waterworks, power plant, public heating system, bridges, curbing, gutters, the improvement of streets, and the erection and repair of buildings. He or she shall perform such additional duties as the governing body may require. It shall be his or her duty to make a record of the

minutes of his or her surveys and of all work done for the City, municipality including sewers, extension of water systems and heating systems, electric light and sewerage systems, and power plants, and accurately make such plats, sections, profiles, and maps as may be necessary in the prosecution of any public work, which shall be public records and belong to the Citymunicipality. (Neb. RS 16-320, 16-321)

Article XI Public Works Superintendent

~~§ 85-11.1 Duties and supervision.~~

~~The Public Works Superintendent shall be subject to the orders of the governing body by resolution and under the immediate supervision of the City Administrator. The Public Works Superintendent shall have general charge, direction, and control over all work of the Street Division, Public Properties Division, and Recycling Center of the municipality. He shall perform such other duties and make reports as the City Administrator or governing body may require. He shall serve all notices pertaining to sidewalks, streets, alleys, and other property unless some other official is specifically required to serve such notices. It is hereby made the duty of the Public Works Superintendent or his/her agent to view and inspect all lots and parcels of land for weeds and worthless vegetation upon complaint or otherwise as often as may be required. It shall be the duty of the Public Works Superintendent or his/her agent to view and inspect all sidewalks contiguous to public property within the municipality to ascertain if any snow, ice, mud, or other obstructions encroach into or upon said sidewalks. (Neb. RS 16-324)~~

Article XII Police Department

§ 85-12.1 Chief of Police; juvenile offenders.

The Chief of Police shall have the immediate superintendence of the police. Every sheriff, deputy sheriff, marshal, deputy marshal, security guard, police officer, or peace officer as defined in Subdivision (15) of Neb. RS 49-801 shall arrest and detain any person found violating any law of this state or any legal ordinance of the City until a legal warrant can be obtained, except that:

- A. Any such law enforcement officer taking a juvenile under the age of eighteen (18) years into his or her custody for any violation herein defined shall proceed as set forth in Neb. RS 43-248, 43-248.01, 43-250, 43-251, 43-251.01, and 43-253; and
- B. The court in which the juvenile is to appear shall not accept a plea from the juvenile until finding that the parents of the juvenile have been notified or that reasonable efforts to notify such parents have been made as provided in Neb. RS 43-250.

§ 85-12.4 Reserve Officer Bond.

No appointment of a law enforcement reserve officer shall be valid until a bond in an amount of two thousand dollars (\$2,000.00) ~~set from time to time by the City Council,~~ payable to the City, has been filed with the ~~Municipal~~City Clerk by the individual appointed, or a blanket surety bond arranged and paid for by the governing body and bonding all such officers of the governing body has been filed. Such bonds shall be subject to the provisions of Chapter 11, Article 1 of the Nebraska Revised Statutes. (Neb. RS 81-1444)

Article XIV Water/Wastewater Director Superintendent

§ 85-14.1 General Duties.

The Water/Wastewater ~~Director~~Superintendent, hereinafter referred to as the "~~Superintendent~~Director," shall be the official who shall have the immediate charge of the Water and Wastewater Departments of the

municipality City, and ~~who~~ shall assist the City Administrator or his or her designee with the supervision of the Municipal Swimming Pool(s).

§ 85-14.2 ~~Appointment and removal; Supervision; term.~~

- A. The ~~Superintendent~~ Director shall be under the direction and control of the City Administrator at all times for no set term. ~~He shall be appointed by the Mayor in the manner of other appointed officials and may be removed by a majority vote of the City Council for any good and sufficient cause.~~
- B. ~~The term of office of the Superintendent shall extend until the end of the Mayor's term of office or until his successor shall be appointed and qualified.~~

§ 85-14.3 Specific powers and duties.

The ~~Superintendent~~ Director shall have the immediate control of: the facilities, machinery and equipment used in connection with the production, distribution and storage of water for the inhabitants of the ~~municipality City~~; and the facilities, machinery, and appliances used in connection with the collection and treatment of sewage of the ~~municipality City~~. The ~~Superintendent~~ Director shall read or cause to be read the water meters of the customers of the Water Department. He or she shall supervise and inspect repairs and maintenance work on the city municipal water and wastewater systems. He or she shall also assist the City Administrator or his or her designee with the supervision of the Municipal Swimming Pool(s). He or she shall enforce the laws of the municipality relating to the Water and Wastewater Departments as well as carry out any order or directive of the City Administrator. All employees under his their direction shall obey his or her orders, if lawful.

Article XV ~~Electric Superintendent Light Commissioner~~

§ 85-15.1 ~~General Duties; supervision.~~

The ~~Light Commissioner~~ Electric Superintendent, hereinafter referred to as the "Superintendent," shall be the official who shall have the immediate charge of the City's electric municipal lighting system, light plant, and distribution system. ~~The Commissioner shall be under the direction and control of the City Administrator at all times.~~

§ 85-15.2 ~~Supervision; Appointment and removal; term.~~

The Superintendent shall be under the direction and control of the City Administrator at all times for no set term. ~~The Commissioner shall be appointed by the Mayor in the manner of other appointed officials and may be removed by a majority vote of the City Council for any good and sufficient cause. The term of office of the Commissioner shall extend until the end of the Mayor's term of office or until his successor shall be appointed and qualified.~~

§ 85-15.3 Specific powers and duties.

The ~~Commissioner~~ Superintendent shall read or cause to be read all meters of the customers of the city's electric distribution system ~~Municipal Electric Department~~. All employees under his or her direction shall obey his or her orders, if lawful. He or she shall supervise and inspect repairs and maintenance work on the city's municipal electrical distribution system. He or she shall have the duty of enforcing the laws of the municipality City relating to the Electric Department as well as carry out any order or directive of the City Administrator.

Section 2. REPEAL. All remaining ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Dated this _____ day of _____, 2024.

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

City of Seward, NE
Friday, December 29, 2023

Chapter 85. Officers and Employees

Part 2. Appointed Officials

Article IV. In General

§ 85-4.1. Enumerated.

[Amended 6-17-1997 by Ord. No. 20-97^[1]]

The Mayor may, by and with the advice and consent of the City Council, have such departments and appoint such officials as may be established by ordinance, which shall include a City Administrator, Assistant Administrator/Clerk-Treasurer/Budget and Human Resources Director, Deputy Clerk/Finance Director/Assistant Treasurer, Electric and Power Resource Director, Water/Wastewater Director, Street/Transportation and Recycling Superintendent, Parks/Recreation/Cemetery Director, Public Facilities/Capital Improvements and GIS Director, Chief of Police, Fire Chief, Library Director, Engineer, City Attorney, and such other officials as may otherwise be required by law. All appointed officials may be removed at any time by the Mayor with the approval of the majority of the Council. All confirmations of appointments to such offices by the Council shall be made viva voce, and the concurrence of a majority shall be required. The vote by "yeas" and "nays" shall be recorded. (Neb. RS 16-308)^[2]

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

[2] *Editor's Note: Original § 1-302 of the 1976 Code, Appointed Officials; Emergency Appointment, which immediately followed this section, was repealed 1-17-1978 by Ord. No. 1118.*

§ 85-4.4. Creation of offices.

The governing body may create any office that it may deem necessary for the good government and interest of the municipality. (Neb. RS 16-308)

§ 85-4.5. Duties prescribed.

The governing body may regulate and prescribe by ordinance the powers, duties, and compensation of the officers of the municipality not specifically delineated by state law. (Neb. RS 16-218)

Article VI. City Attorney

[Amended 3-21-2006 by Ord. No. 2-06]
(Neb. RS 16-319)

§ 85-6.1. Authority.

The City Attorney shall be the legal advisor of the Council and City officers.

§ 85-6.2. Supervision; duties.

The City Attorney shall be under the direction of the Mayor with the assistance of the City Administrator. The City Attorney shall commence, prosecute, and defend all suits and actions necessary to be commenced, prosecuted, or defended on behalf of the City, or that may be ordered by the Council. He shall attend meetings of the Council and give them his opinion upon any matter submitted to him, either orally or in writing as may be required. He shall draw all ordinances, contracts and other documents requested by the Mayor and Council.

§ 85-6.3. Compensation; additional legal services.

The Mayor and City Council shall have the right to pay the City Attorney additional compensation for legal services performed by him for the City or to employ additional legal assistance and to pay for such legal assistance out of the funds of the City.

Article VII. City Treasurer

§ 85-7.1. Duties.

[Amended 7-8-2007 by Ord. No. 21-07]

The Treasurer of the City shall be the custodian of and receive all money belonging to the City. He shall keep a separate account of each fund or appropriation, and the debits and credits belonging thereto. He shall, at the end of every month, and as often as may be requested, render an account to the City Council, under oath, showing the state of the treasury at the date of such account, the amount of money remaining in each fund and the amount paid therefrom, and the balance of money in the treasury. He shall accompany such account with a statement of all receipts and disbursements, together with all warrants retained and paid by him, which warrants, with all vouchers held by him, shall be filed with his account in the Clerk's office. He shall produce and show all funds shown by such report to be on hand, or satisfy the Council or its committee that he has such funds in his custody or under his control. If said Treasurer neglects or fails, for the space of 20 days from the end of every month, or by a later date as established by the Council, to render his account, his office may, by resolution of the Mayor and Council, be declared vacant; and the Mayor shall appoint and the Council confirm some person to fill the vacancy. The Treasurer shall keep his books and accounts in such a manner as the Mayor and Council shall prescribe and shall keep a daily cashbook. All of the books and accounts of the Treasurer shall always be subject to inspection by the Mayor, members of the Council and such other persons as they may designate. The Treasurer shall perform such other duties as are required of him by the laws of the City and the statutes of Nebraska. The Treasurer shall keep all money in his hands belonging to the City separate and distinct from his own money; and he is hereby expressly prohibited from using, either directly or indirectly, the corporation money or warrants in his custody and keeping same for his own use and benefit or that of any other person whomsoever. Any violation of this section shall subject the Treasurer to immediate removal from office by the City Council, and it may declare such office vacant. The Mayor shall appoint a successor, who shall be confirmed by the City Council, to hold office for the remainder of the term. (Neb. RS 16-318, 16-717, 16-719)

§ 85-7.2. Books and accounts.

The Treasurer shall give every person paying money into the treasury and his office a receipt therefor, which shall show the source from which such funds are derived, and shall, by distinct lines and columns, show the amount received to the credit of each separate fund, and whether same was paid in cash, in warrants, or otherwise, one of which copies the Treasurer shall deliver to the person making such payment and the other he shall retain in his office and file such copy with his monthly reports. (Neb. RS 16-318, 77-2209)

§ 85-7.3. Daily accounting; availability of records.

The Treasurer shall daily, as moneys are received, foot the several columns of his cashbook and of his register, and carry the amounts forward, and at the close of each year, in case the amount of money received by the Treasurer is insufficient to pay the warrants registered, he shall close the account for that year in such register and shall carry forward the excess. Any Treasurer who shall fail regularly to enter upon his cashbook the amounts so received and receipted for, or who shall fail to keep his cashbook footed from day to day, for the space of three days, shall forfeit for each offense the sum of \$100, to be recovered in a civil action on his official bond by any person holding a warrant drawn on such Treasurer, 1/2 to the person bringing such action, and 1/2 to the school fund of the County. The cashbook, register and retained receipts of the Treasurer shall at all times be open to the inspection of any person in whose name any warrants are registered and unpaid. (Neb. RS 77-2210 through 77-2212)

§ 85-7.4. Annual report.

It shall be the duty of the Treasurer to prepare and publish annually, within 60 days following the close of the municipal fiscal year, a statement of the receipts and expenditures by funds of the City for the preceding fiscal year. The statement shall also include the information required by Subsection (3) of Neb. RS 16-318 or Subsection (2) of Neb. RS 17-606. Not more than the legal rate provided for in Neb. RS 33-141 shall be charged and paid for such publication. Such publication shall be made in one legal newspaper of general circulation in the City. Any Treasurer failing or neglecting to prepare and publish such statement of receipts and expenditures shall be deemed guilty of a misdemeanor and shall be removed from office for such failure or neglect. (Neb. RS 19-1101, 19-1103, 19-1104)

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

§ 85-7.5. Warrants.

The Treasurer shall keep a warrant register which shall show in columns arranged for that purpose the number, date, and amount of each warrant presented and registered, the particular fund upon which the same is drawn, the date of presentation, the name and address of the person in whose name the same is registered, the date of payment, the amount of interest, and the total amount paid thereon, with the date when notice to the person in whose name such warrant is registered as herein provided. On presentation of a warrant for payment to the Treasurer when there are not insufficient moneys on hand to the credit of the proper fund to pay the same, it shall be the duty of the Treasurer to enter such warrant in his warrant register for payment in the order of its presentation and he shall endorse on the warrant the words "registered for payment" with the date of registration and shall sign such endorsement, whereupon the warrant shall draw interest at such rate as is fixed by the issuing authority and endorsed on the warrant from the date of registration until notice of payment shall be given the registered owner. The Treasurer shall neither directly nor indirectly contract for or purchase any City warrant at any discount whatever upon the sum due on such warrant or order, and if he shall so contract for or purchase any such order or warrant, he shall not be allowed in settlement the amount of such order or warrant, or any part thereof, and shall also forfeit the whole amount due on such order or warrant. (Neb. RS 45-106, 77-2202, 77-2203)

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

Article VIII. City Clerk

§ 85-8.1. Appointment; duties.

[Amended 5-21-1996 by Ord. No. 21-96]

- A. The Mayor shall, with the consent of a majority of the Council, appoint the Municipal Clerk. It shall be the duty of the Municipal Clerk to attend every meeting of the Council and keep a record of the proceedings thereof. Whenever required by the Mayor or requested by four members of the Council, he shall issue to the Chief of Police a notice to be delivered to the members of the Council of any special meeting thereof, and shall notify any and all committees of the Council of the business entrusted to them.
- B. The Clerk shall keep and carefully preserve all papers and books which may come into his possession as Clerk, filing and arranging them in a manner convenient for reference; provided that after the period of time specified by the State Records Board, the Clerk may transfer such journal of proceedings of the Council to the state archives of the Nebraska State Historical Society for permanent preservation.
- C. The Clerk shall keep the Seal of the City and duly attest thereby the Mayor's signature to all ordinances and all deeds and papers required to be attested, when ordered by the governing body.
- D. The Clerk shall keep all orders for money or warrants for the payment of money, and shall enter the same in numerical order in a book to be kept for that purpose.
- E. The Clerk shall keep a register of all licenses granted and the purpose for which they were issued, and report to the Council at every meeting. At the beginning of each month, he shall, if required by the governing body, furnish the Police Department with a true copy of the register of all licenses then in force. He shall issue licenses and collect license fees connected therewith as provided by the laws of Nebraska or the municipality.
- F. The office of the Clerk shall be responsible for keeping a full and correct account with each consumer of City utility services and shall issue proper receipts for all money collected from each consumer, one copy of which shall be retained by this office. The books and papers representing all transactions of this office shall at all times be open to the inspection of the Mayor and Council. This office shall make to the Mayor and Council a detailed monthly report as prescribed by the Mayor and Council. This office shall collect all money receivable by the City on account of public utilities, duly accounting therefor, and pay said sums forthwith to the Treasurer.
- G. All office personnel of the Clerk's office and the Electric and Water Office shall be under the supervision and control of the City Clerk. All of said employees shall obey the Clerk's orders and may be discharged on recommendation of the Clerk for inefficiency or for the general good of said office.
- H. Within 30 days after any meeting of the Council, the Clerk shall prepare and publish the proceedings of the Council in a legal newspaper, or more than one legal newspaper if directed by the Council. Said publication shall set forth a statement of the proceedings thereof and shall also include the amount of each claim allowed, the purpose of the claim, and the name of the claimant, except that the aggregate amount of all payroll claims may be included as one item. Between July 15 and August 15 of each year, the names of all employees and their current annual monthly or hourly salaries corresponding to such job titles shall be published. Each job title published shall be descriptive and indicative of the duties and functions of the position. The charge for the publication shall not exceed the rates provided for in Neb. RS 23-122. The publication charge shall be paid and allowed as other claims against the General Fund.
- I. Wherever the Clerk is required to issue licenses, occupation tax receipts, or permits, the City Treasurer shall collect the amount required to be paid by the applicant therefor.
- J. The Clerk shall have such additional duties and receive such salary as the governing body may prescribe. (Neb. RS 16-317, 19-1102 through 19-1104)

§ 85-8.2. Deputy Clerk.

The Mayor, with the consent of the Council, may appoint within the office of the City Clerk a Deputy Clerk, who shall have all the powers and duties of the Clerk except as otherwise shall be provided by

ordinance. He shall receive such compensation as the Mayor and Council shall from time to time establish by ordinance. He shall be removable at any time by the Mayor with the consent of the members of the Council. He shall give such bond as may be required by the Mayor and Council. He shall be under the immediate supervision of the Clerk.

Article IX. Merged Offices

§ 85-9.2. Clerk-Treasurer position created.

The appointed offices of Municipal Clerk and Municipal Treasurer are hereby combined and merged, in accordance with the authority granted to the governing body by § 85-9.1.

§ 85-9.3. Clerk-Treasurer/Administrative Assistant position created.

[Added 6-17-1997 by Ord. No. 23-97]

The appointive offices of Municipal Clerk, Municipal Treasurer and Administrative Assistant are hereby combined and merged, in accordance with the authority granted to the governing body by § 85-9.1.

Article X. City Engineer

§ 85-10.1. Duties.

The City Engineer shall, when requested by the governing body, make estimates of the cost of labor and material which may be done or furnished by contract with the municipality, and make all surveys, estimates, and calculations necessary to be made for the establishment of grades, building of culverts, sewers, electric light system, waterworks, power plant, public heating system, bridges, curbing, gutters, the improvement of streets, and the erection and repair of buildings. He shall perform such additional duties as the governing body may require. It shall be his duty to make a record of the minutes of his surveys and of all work done for the municipality and accurately make such plats, sections, profiles, and maps as may be necessary in the prosecution of any public work, which shall be public records and belong to the municipality. (Neb. RS 16-320, 16-321)

Article XI. Public Works Superintendent

[Amended 6-17-1997 by Ord. No. 24-97]

§ 85-11.1. Duties and supervision.

The Public Works Superintendent shall be subject to the orders of the governing body by resolution and under the immediate supervision of the City Administrator. The Public Works Superintendent shall have general charge, direction, and control over all work of the Street Division, Public Properties Division, and Recycling Center of the municipality. He shall perform such other duties and make reports as the City Administrator or governing body may require. He shall serve all notices pertaining to sidewalks, streets, alleys, and other property unless some other official is specifically required to serve such notices. It is hereby made the duty of the Public Works Superintendent or his/her agent to view and inspect all lots and parcels of land for weeds and worthless vegetation upon complaint or otherwise as often as may be required. It shall be the duty of the Public Works Superintendent or his/her agent to view and inspect all sidewalks contiguous to public property within the municipality to ascertain if any snow, ice, mud, or other obstructions encroach into or upon said sidewalks. (Neb. RS 16-324)

Article XII. Police Department

§ 85-12.1. Chief of Police; juvenile offenders.

The Chief of Police shall have the immediate superintendence of the police. Every sheriff, deputy sheriff, marshal, deputy marshal, security guard, police officer, or peace officer as defined in Subdivision (15) of Neb. RS 49-801 shall arrest and detain any person found violating any law of this state or any legal ordinance of the City until a legal warrant can be obtained, except that:

- A. Any such law enforcement officer taking a juvenile under the age of 18 years into his or her custody for any violation herein defined shall proceed as set forth in Neb. RS 43-248, 43-248.01, 43-250, 43-251, 43-251.01, and 43-253; and
- B. The court in which the juvenile is to appear shall not accept a plea from the juvenile until finding that the parents of the juvenile have been notified or that reasonable efforts to notify such parents have been made as provided in Neb. RS 43-250.

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

§ 85-12.4. Reserve officer bond.

[Amended 9-16-1986 by Ord. No. 14-86^[1]]

No appointment of a law enforcement reserve officer shall be valid until a bond in an amount set from time to time by the City Council, payable to the City, has been filed with the Municipal Clerk by the individual appointed, or a blanket surety bond arranged and paid for by the governing body and bonding all such officers of the governing body has been filed. Such bonds shall be subject to the provisions of Chapter 11, Article 1 of the Nebraska Revised Statutes. (Neb. RS 81-1444)

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

Article XIV. Water/Wastewater Superintendent

[Amended 8-7-1979 by Ord. No. 1170; 10-2-1984 by Ord. No. 36-84; 4-6-1993 by Ord. No. 12-93]

§ 85-14.1. General duties.

The Water/Wastewater Superintendent, hereinafter referred to as the "Superintendent," shall be the official who shall have the immediate charge of the Water and Wastewater Departments of the municipality, and who shall assist the City Administrator with the supervision of the Municipal Swimming Pool(s).

§ 85-14.2. Appointment and removal; supervision; term.

- A. The Superintendent shall be under the direction and control of the City Administrator at all times. He shall be appointed by the Mayor in the manner of other appointed officials and may be removed by a majority vote of the City Council for any good and sufficient cause.
- B. The term of office of the Superintendent shall extend until the end of the Mayor's term of office or until his successor shall be appointed and qualified.

§ 85-14.3. Specific powers and duties.

The Superintendent shall have the immediate control of: the facilities, machinery and equipment used in connection with the production, distribution and storage of water for the inhabitants of the municipality; and the facilities, machinery and appliances used in connection with the collection and treatment of sewage of the municipality. The Superintendent shall read or cause to be read the water meters of the customers of the Water Department. He shall supervise and inspect repairs and maintenance work on the municipal water and wastewater systems. He shall also assist the City Administrator with the supervision of the Municipal Swimming Pool(s). He shall enforce the laws of the municipality relating to the Water and Wastewater Departments as well as carry out any order or directive of the City Administrator. All employees under his direction shall obey his orders.

Article XV. Light Commissioner

§ 85-15.1. General duties; supervision.

The Light Commissioner shall be the official who shall have the immediate charge of the municipal lighting system, light plant, and distribution system. The Commissioner shall be under the direction and control of the City Administrator at all times.

§ 85-15.2. Appointment and removal; term.

The Commissioner shall be appointed by the Mayor in the manner of other appointed officials and may be removed by a majority vote of the City Council for any good and sufficient cause. The term of office of the Commissioner shall extend until the end of the Mayor's term of office or until his successor shall be appointed and qualified.

§ 85-15.3. Specific powers and duties.

The Commissioner shall read or cause to be read all meters of the customers of the Municipal Electric Department. All employees under his direction shall obey his orders. He shall supervise and inspect repairs and maintenance work on the municipal electrical system. He shall have the duty of enforcing the laws of the municipality relating to the Electric Department as well as carry out any order or directive of the City Administrator.

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

3. Consideration of an Independent Contractor Agreement with Naim Terziu (d/b/a Calabria) to Utilize a Portion of the Seward Community Golf Course Clubhouse for a Restaurant for an Initial Term of Six Months - Executive Director Brase

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made effective as of January 01, 2024, by and between City of Seward d/b/a Seward Community Golf Course ("SCGC"), of P.O. Box 38; 537 Main Street, Seward, Nebraska 68434, and Naim Terziu (the "Contractor"), of 911 4th Street, Nebraska City, Nebraska 68410. In this Agreement, the party who is contracting to receive the services shall be referred to as "SCGC", and the party who will be providing the services shall be referred to as "Contractor."

1. DESCRIPTION OF SERVICES. Beginning on March 01, 2024, the Contractor will provide a full-service restaurant on site at the Seward Community Golf Course located at 1046 Country Club Drive, Seward, NE 68434, to be known as Calabria, and he will provide the following specific services and hold the following specific responsibilities (collectively, the "Services"):

- a. Setting the menu he wishes to serve. Requests and recommendations of SCGC shall be taken under advisement but the Contractor has final say on all items being offered.
- b. Setting the prices charges for all food menu items and providing a written list of items and pricing for SCGC to input in the existing point-of-sale software at least one week prior to prices becoming effective.
- c. Creating and maintaining all marketing for Calabria at his own direct expense. Should SCGC wish to provide its own additional marketing of the restaurant at its own cost, the Contractor shall be given the opportunity to review and approve all marketing materials in advance, including all signs, newspaper ads, or social media posts. The Contractor shall own and maintain all brands, logos, service marks, or other marketing materials for Calabria.
- d. Purchasing and maintaining all food preparation and food service items except as set out herein for SCGC fixtures.
- e. The walk-in freezer shall be shared between the two parties.
- f. Determining specific hours of operation within the SCGC regular hours of operation, or as otherwise agreed upon by the parties in writing each week.
- g. Selecting, retaining, and paying all employees and staff which he may require for provision of the Services – including paying all FICA, unemployment taxes, and federal and state withholding, and worker's compensation necessary for his employees. All employees of the Contractor shall be publicly identified by a uniform, shirt, or nametag with the logo or service mark of the Contractor when they are on site.
- h. Cleaning on a daily basis of all service areas utilized by the Contractor that day – including the kitchen, entryway/waiting area, and those seating areas actually used for restaurant patrons.
- i. SCGC has no right to assign services to the Contractor other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Contractor may perform other services for SCGC if the parties agree in advance to separate terms and conditions for these services.
- j. Provide all kitchen renovations which may be desired by the Contractor for his own nonfixed equipment at his own cost. The parties agree that the Contractor will require additional pipes in the kitchen area. The Contractor will assure that any work requested

by the Contractor will be done in a commercially appropriate manner and that all costs will be paid within thirty (30) days of receipt of the labor or repair so that no mechanical liens will attach to the property.

2. PAYMENT FOR SERVICES. The Recipient will pay compensation to the Contractor for the Services in an amount equal to the net proceeds for Calabria each week, to be determined as follows:

Each week at the conclusion of business on Sunday, gross receipts will be allocated between SCGC and the Contractor. Gross receipts for the Contractor will be all food sales (defined as the sale of any item listed by the Contractor on any menu placed into the point-of-sale system at his request.) All other gross receipts, including golf sales and alcohol and beverage sales, shall remain the property of SCGC.

The Contractor's gross food receipts will be discounted each week by \$150.00 which shall be withheld by SCGC to cover anticipated out-of-pocket cost incurred by SCGC for hosting the restaurant on site, which are expected to be additional staff time as needed to set up and change restaurant point-of-sale software, additional cost for the cleaning of the commons areas and bathrooms, and the increases anticipated in liability and property insurance premiums for serving as the site of the restaurant.

All net proceeds will then be paid to Naim Terziu, an individual, or his assignee the Monday after accounting. The Contractor will provide a W-9 for himself at the time of the signing of this Agreement and he will provide a W-9 for any net proceeds assignee he names at least seven (7) days in advance of the assignee receiving net proceeds. An assignee may be a Limited Liability Company or corporation provided the Contractor is the majority owner of the entity and provided the entity complies will all terms of this Agreement as if it were the Contractor. No other fees and/or expenses will be paid to the Contractor unless such fees and/or expenses have been approved in advance by the Contractor. The Contractor will NOT be considered an employee of SCGC. Therefore, the Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation received.

3. EXCLUSIVITY ON SITE. In further consideration of this Agreement, the Contractor shall have complete and exclusive rights to provide all food items served at SCGC during the term of this Agreement, except that SCGC may continue to provide popcorn and prepackaged snack items as already represented in the point-of-sale system and the time of the signing of this Agreement. If Calabria is not open, SCGC may provide simple warm lunch items. No other food items may be brought in or served in the Club House without the advanced written consent of the Contractor, expect as provided herein.

- A. Specifically, the parties agree that at the time of the signing of this Agreement, SCGC has facility rentals which were already made to third parties which will occur after the commencement of this Agreement. These third parties will be advised that a food service provider will be located on the premises at the time of their event and that they are encouraged to talk with the Contractor about the possibility of using his services for their

event. Nonetheless, these third parties may elect to bring in their own food service for their events as they were booked prior to the start date of this Agreement. Those dates and parties are listed on Exhibit "A" and incorporated herein by reference.

- B. Furthermore, SCGC asks the Contractor to consider when he negotiates with those third parties listed and noted as nonprofit entities, that SCGC is an integral part of the community and it has spent years working with these various charitable entities to enable them to host golf tournaments as fundraisers, and that many of these groups have established relationships with food vendors which provide the tournaments food free or at a reduced cost. SCGC will encourage these entities to work with the Contractor, but some of these groups may still elect to bring in their own food.

SCGC holds and shall retain the liquor license for the premises and will continue to serve all beverages served at SCGC during the term of this Agreement. All beverage proceeds, and all snack proceeds as approved herein, shall remain the property of SCGC. All golf club-related employees and all bar employees shall remain the purview and responsibility of SCGC. The bartenders will receive a small percentage of the servers' tips to be determined at a later date. Further, SCGC warrants that it is a licensed food establishment in Nebraska, that it is current on all fees and inspections, and that it will maintain its food establishment permit for the duration of this agreement.

4. TERM/TERMINATION. This Agreement shall be for a minimum term of six (6) months. A regular, ongoing relationship of indefinite term is contemplated by the parties, but the parties acknowledge that this is a new service/restaurant being provided to the SCGC membership and the community of SCGC and they anticipate that it will take one full summer season to determine if this is a beneficial arrangement for both parties. After the initial term of six (6) months, this agreement may be terminated by either party upon 30 days' written notice.

5. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent contractor with respect to SCGC, and not an employee of SCGC. SCGC will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

It is contemplated that the relationship between the Contractor and SCGC shall be a non-exclusive one. The Contractor also performs services for other businesses, organizations and/or individuals and owns additional restaurant sites. SCGC has no right to further inquire into the Contractor's other activities.

6. SCGC'S LIMIT OF CONTROL. SCGC has no right or power to control or otherwise interfere with the Contractor's mode of effecting performance under this Agreement except that SCGC may expect the restaurant to be closed when SCGC is not regularly open for business. Otherwise, SCGC's only concern is the result of the Contractor's work, and not the means of providing the Services being rendered. Except in extraordinary circumstances and when necessary, the Contractor shall perform the Services without direct supervision by SCGC.

Further, SCGC may elect to temporarily remove or ban individuals from the premises, whether they are employees, assignees or patrons of the Contractor, in the same limited manner in which

it would remove or ban attendees at SCGC events and during SCGC hours – typically for public intoxication, violations of the law, or as required to maintain a safe public premises. Decisions on the removal or banning of any individual shall be made by SCGC and its staff and such decisions are final.

7. PROFESSIONAL CAPACITY. The Contractor is a professional who uses his or her own professional and business methods to perform services. The Contractor has not and will not receive training from SCGC regarding how to perform the Services.

8. PERSONAL SERVICES NOT REQUIRED. The Contractor is not required to render the Services personally and may employ others to perform the Services at SCGC without SCGC's knowledge or consent. If the Contractor has assistants, it is the Contractor's responsibility to hire them, adequately train them, and to provide work materials necessary for them to perform the Services.

9. LOCATION ON PREMISES. The Contractor shall have office space available located at, or furnished by, SCGC. The Contractor and SCGC shall share all public areas of the premises, except that the Contractor shall not enter the office or be behind the bar unless invited by SCGC or its staff on a case-by-case basis. All commons areas within the clubhouse and on the adjoining patio may be serviced by the Contractor as customers and patrons request. The services provided by the Contractor are not the only services being provided onsite at SCGC.

10. RESPONSIBILITIES OF SCGC. As site owner, SCGC will provide the following:

- a. The parties agree that the facility and bar for the premises remain the responsibility of SCGC. SCGC agrees that it will provide an open bar and bar staff for all regular hours of operation to be given to the Contractor in writing at least thirty (30) days in advance for the month so that the Contractor can plan his staffed hours accordingly.
- b. To the extent that any maintenance or repair of any fixed mechanical item located in the kitchen at the time of the signing Agreement is necessary for the Contractor to operate, SCGC will maintain such fixed mechanical item at its own cost.
- c. Functioning checkout registers with point-of-sale software that delineates the food service items separately from the balance of the services being provided by SCGC.
- d. General regular maintenance cleaning of all common public-use areas including the Pro Shop, lounge and bathrooms.
- e. Trash removal services so long as the Contractor or his employees bag and deposit trash in provided receptacles as directed by SCGC.
- f. Maintain a valid Nebraska food establishment license and a valid Nebraska liquor license.

11. EXPENSES PAID BY CONTRACTOR. The Contractor's business and travel expenses are to be paid by the Contractor and not by SCGC.

12. CONFIDENTIALITY. Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of SCGC or its members and patrons and SCGC may have access to proprietary, private and/or otherwise confidential

information of the Contractor or its patrons. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of SCGC or the Contractor, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of either party, and any and all trade secrets, customer lists, or pricing information of either party. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any of the Confidential Information of SCGC and SCGC will not at any time or in any manner, either directly or indirectly, use for the benefit of SCGC, or divulge, disclose, or communicate in any manner any of the Confidential Information of the Contractor. The parties will each protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Contractor will return to the Recipient all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

13. INJURIES/WORKER'S COMPENSATION INSURANCE. The Contractor acknowledges that it is the Contractor's obligation to obtain appropriate insurance coverage for the benefit of the Contractor and the Contractor's employees, if any. The Contractor waives any right to recovery from SCGC for any injuries that the Contractor and/or Contractor's employees may sustain while performing services under this Agreement unless the same is determined to be due to the gross negligence of SCGC. The Contractor will provide SCGC with a certificate naming verifying that he maintains worker's compensation insurance.

14. INDEMNIFICATION/LIABILITY INSURANCE. The Contractor agrees to indemnify and hold harmless SCGC from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against SCGC that result from the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents. Further, the Contractor shall obtain and keep in force liability insurance at his own cost which provides \$1,000,000 in protection per occurrence with a \$2,000,000 aggregate. The Contractor will provide SCGC with a certificate naming SCGC as an additional insured policy at the time of the signing of this Agreement.

15. NO RIGHT TO ACT AS AGENT. An "employer-employee" or "principal-agent" relationship is not created merely because (1) SCGC has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) SCGC has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for SCGC and has an obligation to notify any involved parties that it is not an agent of SCGC.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

17. WAIVER OF BREACH. The waiver by SCGC of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

18. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Nebraska.

20. SIGNATORIES. This Agreement shall be signed by Joshua Eickmeier, City of Seward Mayor and by Naim Terziu. This Agreement is effective as of the date first above written.

City of Seward, Nebraska, "Seward"

By: _____ Date: _____
Joshua Eickmeier
City Mayor

CONTRACTOR:
Naim Terziu

_____ Date: _____

4. Update on the Wellness Center - City Administrator Butcher
 - A. Consideration of a Lease with Seward Changing the Game, Inc. for Lease of Property to Construct the Wellness Center

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into as of January 2, 2024 (“Effective Date”) by and between the **City of Seward, Nebraska**, a Nebraska municipal corporation and political subdivision (“City”), and **Seward Changing the Game, Inc.**, a Nebraska nonprofit corporation (“SCG”). City and SCG are each a “Party” and collectively referred to as “the Parties” herein.

WHEREAS, SCG is the owner of that certain real property legally described as Lot 1, Wake & Co Addition, Seward, Seward County, Nebraska, and commonly known as 2764 Eaton Drummer Boulevard, Seward, Nebraska (the “Property”) on which SCG and the City are constructing a wellness facility (the “Wellness Center”); and

WHEREAS, because the Wellness Center will benefit the residents of City and be beneficial in promoting the City to prospective employers and residents as a location in which to establish businesses and reside, it will be for a public purpose; and

WHEREAS, given its public purpose, City has a vested interest in seeing the Wellness Center constructed, as demonstrated by the City designating sales tax revenue authorized by the voters of City in May 2022 for construction of the Wellness Center; and

WHEREAS, given its public purpose, City has agreed to operate the Wellness Center for SCG once construction of same is completed; and

WHEREAS, in furtherance of the Wellness Center and said public purposes, SCG desires to lease a portion of the Property to City, and City desires to lease a portion of the Property from SCG.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I

1.1 Demise. SCG hereby leases to City, and City hereby leases from SCG, the premises (“Premises”) shown on **Exhibit A**, attached hereto and by this reference incorporated herein, located on, and comprising a portion of, the Property.

ARTICLE II

2.1. Term. The initial term of this Lease is fifty (50) years (the “Initial Term”), commencing on January 1, 2024 (“Commencement Date”) and ending on December 31, 2073. Upon expiration of the Initial Term, the term of this Lease shall automatically renew for additional ten (10) year terms unless either party gives written notice to the other of termination on or before the date that is 180 days prior to the end of the then current term. The period of time from the Commencement Date to the effective date of termination is referred to herein as the “Term.”

ARTICLE III

3.1. Rent. City shall pay to SCG as base rent the sum of \$1.00 annually payable on or before the last day of January of each year during the Term of this Lease. City shall also pay to or on behalf of SCG when due the following amounts as additional rent:

- (a) 100% of all real estate and personal property taxes levied on the Property (if any) for the Term;
- (b) All charges and fees for utilities and other services to the Premises, including, but not limited to, electrical, gas, sewer, water, Internet, garbage, and related services;
- (c) All premiums for insurance required by this Lease;
- (d) All other taxes, costs, fees, expenses, and other charges of any nature incurred in connection with the use of the Premises during the Term.

ARTICLE IV

4.1. Permitted Use. City will use and occupy the Premises, and all external appurtenances thereto, including doorways, sidewalks, parking areas, and means of ingress and egress to the Property, solely in accordance with, and as permitted under, the terms of the Lease and for no other purpose, all of which shall be in furtherance of City operating the Wellness Center for SCG. City shall use and operate the Wellness Center solely for governmental purposes for the general benefit of the residents of City and no person or persons shall have any right to use the Wellness Center except upon such terms as are available to members of the general public.

ARTICLE V

5.1 Lease Improvements. City will undertake, at its sole cost and expense, all interior lease improvements, including, but not limited to, mechanical systems, necessary and essential to the Wellness Center and such other improvements as may be desired by City and agreed to by SCG from time to time (collectively the "Leasehold Improvements"). The Leasehold Improvements undertaken by City in accordance with this section shall be completed on or before June 30, 2025.

5.2 Facilities. SCG is responsible for providing to City the foundation, the exterior walls, windows, and roof surrounding and containing the Premises, the sidewalks and parking areas on the Property, and such other improvements as may be desired by SCG and agreed to by City from time to time (collectively, the "Facilities"). The Facilities will be completed on or before June 30, 2025.

5.3 Contractor Payments. Whether incurred by City pursuant to Section 5.1 hereinabove or incurred by SCG pursuant to Section 5.2 hereinabove, City agrees to make all payments related in any way to the construction and furnishing of the Wellness Center. SCG will reimburse City for those construction costs incurred related to the Facilities, the cumulative amount of which shall not be less than \$11,000,000.00.

ARTICLE VI

6.1. Insurance. City shall maintain insurance on the Premises in a form and with coverages and amounts acceptable to SCG in SCG's reasonable discretion, in each case (excluding item c. below) naming SCG as an additional insured, including, but not limited to, the following:

- (a) Property and casualty insurance for the full replacement cost of the buildings and all fixtures and other improvements to the Premises owned by SCG.
- (b) Liability insurance for personal injury and property damage arising from City's possession, use, and operation of the Facilities, in amounts acceptable to SCG.
- (c) Worker's compensation insurance for employees of City.

ARTICLE VII

7.1. Indemnity. To the extent permitted under applicable law, City will indemnify and hold SCG harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees, for defending claims and demands arising from City's use and operation of the Facilities. SCG will indemnify and hold City harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees, for defending claims and demand arising from SCG's use and ownership of the Property.

ARTICLE VIII

8.1. Assignment. City may not assign this Lease without prior written consent of SCG.

ARTICLE IX

9.1. Remedies for Breach by City. In the event of any breach by City of any term or condition contained herein, SCG shall have all rights available at law or in equity. In the event of a breach, City shall have sixty (60) days from receipt of notice of breach delivered by SCG to City to cure such breach before SCG is entitled to further remedies. SCG's remedies shall include the right to terminate the Lease. Upon termination of the Lease by SCG, City shall return the Premises to SCG in the same condition as of the date that the occupancy permit is issued for the Facilities, ordinary wear and tear accepted; provided, however, that the Leasehold Improvements installed by City in accordance with Section 5.1 above shall be and remain the property of City and SCG shall purchase such Leasehold Improvements from City, within such period as shall be mutually agreed by the Parties, for a purchase price equal to the greater of: (a) the book value (determined in accordance with Generally Accepted Accounting Principles) of said Leasehold Improvements as of the effective date of any such termination of this Lease; or (b) the principal balance then due and owing on any bonded indebtedness issued by City to pay the costs of constructing the Leasehold Improvements.

9.2 Remedies for Breach by SCG. In the event of any breach by SCG of any term or condition contained herein, City shall have all rights available at law or in equity. In the event of a breach, SCG shall have sixty (60) days from receipt of notice of breach delivered by City to SCG to cure such breach before City is entitled to further remedies. City's remedies shall include the right to terminate the Lease. Upon termination of the Lease by City, City shall, at City's option, either: (a) return the Premises to SCG in the same condition as of the date that the occupancy permit is issued for the Facilities, ordinary wear and tear accepted and receive payment from SCG for the Leasehold Improvements as provided in Section 9.1 above; or (b) purchase the Facilities (including such portion of the Property as is necessary for the operation of the Wellness Center) from SCG, within such period as shall be mutually agreed by the Parties, for a purchase price equal to the book value (determined in accordance with Generally Accepted Accounting Principles) of the Facilities as of the effective date of any such termination of this Lease within such period as shall be mutually agreed by the Parties.

ARTICLE X

10.1. Repairs & Improvements. City shall be solely responsible, at City's cost and expense, for all maintenance, repairs, replacements, and improvements, other than those made by SCG in accordance with Article V above, on and to the Premises during the Term. City shall maintain the Premises in its current condition, ordinary wear and tear excepted. City shall not make any permanent improvements to the Premises or the Property without the prior written consent of SCG.

10.2. Conveyance of Premises. On or after January 1, 2031, SCG shall have the option, in its sole discretion, to convey title to the entire Property, or such portion of the Property as is necessary for the operation of the Wellness Center, including the Facilities, to City as a gift on such terms and conditions as SCG and City shall agree to; provided, however, that the property so conveyed shall only be used for purposes consistent with or in furtherance of the Wellness Center and for the public benefit.

10.3 Parties Bound. This Lease binds, and inures to the benefit of, the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this Lease permits.

10.4. Applicable Law. This Lease is to be construed under the laws of the State of Nebraska, and all obligations of the Parties created by this Lease are performable in Seward County, Nebraska.

10.5. Legal Construction. If any one or more of the provisions in this Lease are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the Lease, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

10.6. No Partnership. Nothing in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Parties.

10.7 Prior Agreements. To the extent this Lease conflicts with or contradicts any prior agreement between the Parties related to the Wellness Center or the Property, the terms of this Lease supersede such prior understandings or written or oral agreements between the Parties with respect thereto.

10.8. Amendment. No amendment, modification, or alteration of the terms of this Lease is binding unless in writing, dated subsequent to the Commencement Date, and duly executed by the Parties.

10.9. Force Majeure. Neither SCG nor City is required to perform any term or covenant of this Lease so long as performance is delayed or prevented by force majeure, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, pandemics, and any other cause not reasonably within the control of SCG or City and that SCG or City, by exercising due diligence and paying money, cannot prevent or overcome in whole or part.

ARTICLE XI

11.1. Termination. Upon the expiration of the Term, the City Upon termination of the Lease by City, City shall, at City's option, either: (a) return the Premises to SCG in the same condition as of the date that the occupancy permit is issued for the Facilities, ordinary wear and tear accepted and receive payment from SCG for the Leasehold Improvements as provided in Section 9.1 above; or (b) purchase the Facilities (including such portion of the Property as is necessary for the operation of the Wellness Center) from SCG, within such period as shall be mutually agreed by the Parties, for a purchase price equal to the book value (determined in accordance with Generally Accepted Accounting Principles) of the Facilities as of the effective date of any such termination of this Lease within such period as shall be mutually agreed by the Parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties execute this Lease as of the Effective Date.

Seward Changing The Game, Inc., a
Nebraska nonprofit corporation

City of Seward, Nebraska, a
Nebraska municipal corporation

Shane Baack, President

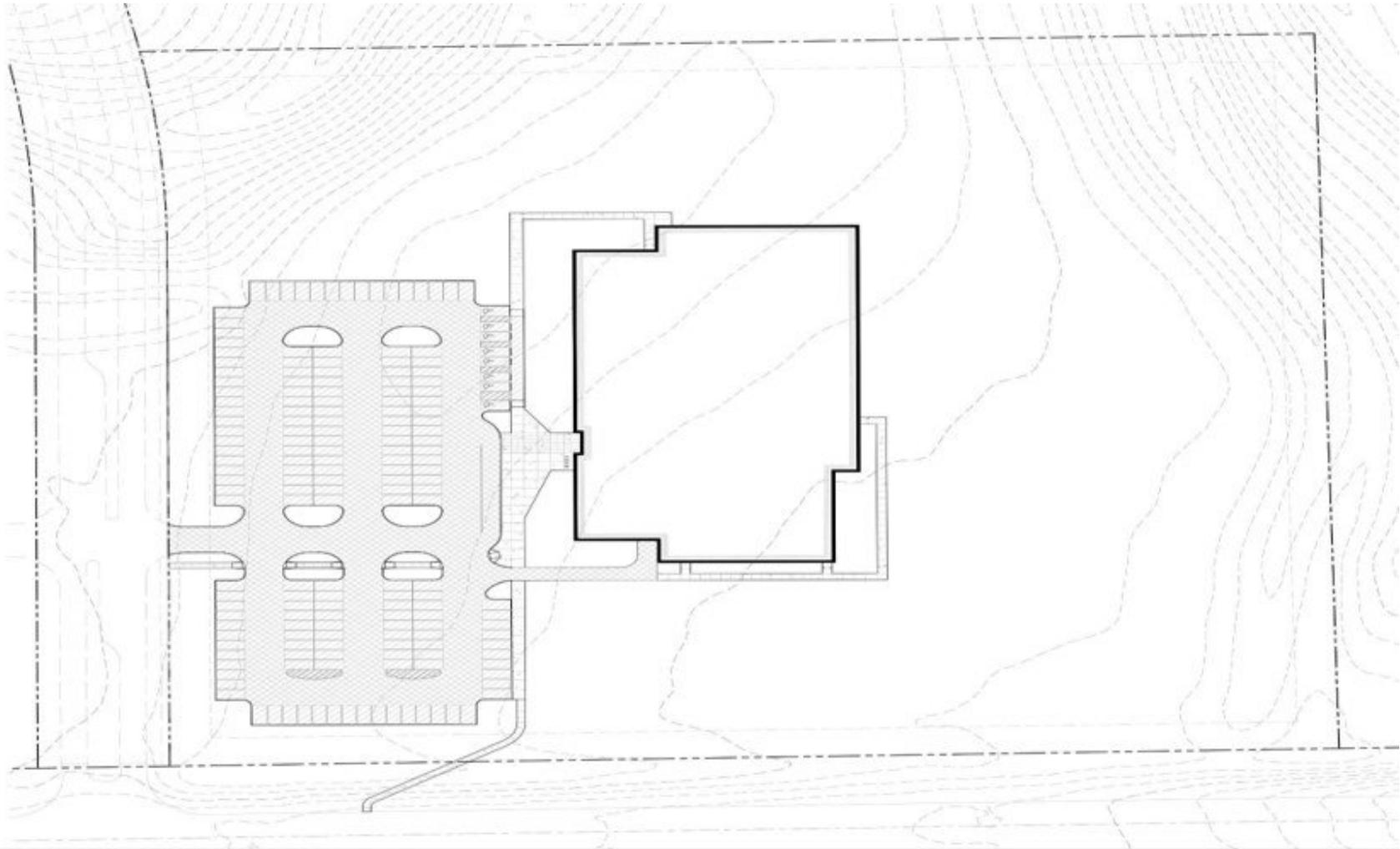
Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

LEASE AGREEMENT

Exhibit "A"



Premises Boundary ———

- B. Consideration of Authorization for the City of Seward to Apply for the Nebraska Department of Economic Development for Application to the Community and Civic Center Financing Fund (CCCCF) Program



P.O. Box 38, 537 Main Street, Seward, Nebraska 68434. Phone: 402-643-2928. Fax: 402-643-6491. www.CityofSewardNE.gov

January 2, 2024

Susan Nickerson, CCCFF Coordinator
Nebraska Department of Economic Development
245 Fallbrook Blvd, Ste. 002
Lincoln, NE 68521

RE: Letter of Intent to Apply
2024 CCCFF Application Cycle

Dear Ms. Nickerson:

This letter is formal notice to the Nebraska Department of Economic Development that the City of Seward intends to apply for an award through the Civic and Community Center Financing Fund (CCCFF) program. After reviewing the CCCFF Application & Program Guidelines, we understand and acknowledge all requirements therein. We are aware that, if awarded, CCCFF monies cannot account for more than fifty percent (50%) of total project costs and costs incurred prior to an award are ineligible. In addition, the City of Seward has a general accounting system in place to track project costs and expenditures.

Project/Application Name:	Seward Wellness Center
Project Type:	Construction
Historic Property:	No
Estimated Total Project Cost:	\$19.8 Million
Anticipated CCCFF Grant Request Amount:	\$562,000

The Nebraska Arts Council (NAC) has reviewed and approved our NAC CCCFF Project Proposal Form. We understand this form is required to verify NAC's acknowledgement that our Project meets the requirements for an award in the 2024 Application Cycle. Should any of our Project information change between the date of this letter and our full application, those details will be noted upon its submission.

Sincerely,

Joshua Eickmeier, Mayor – City of Seward

CC: Local Project Contact Name:
Derek Bargmann, City Clerk
derek.bargmann@cityofsewardne.gov

Enclosure: NAC Project Proposal Form (Approved)



A notification of approval from the Nebraska Arts Council (NAC) that the work proposed in the Civic and Community Center Financing Fund (CCCF) application conforms to the council's standards is required in 2024. The form below will inform NAC of the project and how it benefits the Creative District. NAC staff will review all proposals. If the project meets the standards, a signed confirmation form will be provided to the District Administrator listed below. This signed form will be provided by the applicant as part of the LOI process to the Department of Economic Development (DED).

All forms are due to NAC by November 1, 2023. Any district certified after that time will send a confirmation form as soon as possible to NAC.

Completed forms will be sent to NAC at nac.grants@nebraska.gov.

For questions regarding NAC standards, please contact Rachel Morgan at rachel.morgan@nebraska.gov.

Form fields for: Creative District Name (Seward Creative District), Community (Seward), District Administrator (City of Seward), Contact Name (Greg Butcher), Contact Email (Greg.Butcher@cityofsewardne.gov), Contact Phone (402-643-2928), Cost of Project (\$19.8 million), Grant amount requested (\$562,000).

For the purpose of this form, use Schedule B listed in the Application and Program Guidelines on the Department of Economic Development's CCCFF website.

Briefly describe the project you're applying to Department of Economic Development for Civic and Community Center Financing Funds (CCCF).

"As our population growth demonstrates, Seward, and Seward County, are increasingly recognized across Nebraska as a great place to live, work, and play, offering individuals and families great activities and amenities. We're an active community, from the golf course to the swimming pool, whether watching our children and grandchildren play baseball and softball, challenging our neighbors to a pick-up basketball game, volunteering for local causes, or walking the Plum Creek Trail. Much of this activity occurs between late spring and early fall when our unpredictable Nebraska weather is a bit more predictable. Many of us become spectators rather than active-doers the rest of the year. This is due, in part, to the lack of a wellness center in town, which means either driving 30 minutes to another community or, more often, sitting there. It also means that our community may be less attractive to others looking to open businesses or move here. Whether seeking to be an active or attractive community, we're not playing our best game. It's time to change that and play our best game! Thanks to the dogged vision of community leaders, the wisdom of our local officials, and, most of all, the generosity of our residents, this is about to change. The Seward Wellness Center will provide a comprehensive modern facility for all."

How does this project advance the goals of the Creative District?

Seward's Creative District and the Seward Wellness Center are looking to partner in efforts to promote health and creativity in all ages. The vision of Seward's Creative District is, "The Seward Creative District is a diverse and energetic arts destination that embraces its downtown historic heritage. It inspires and cultivates creativity by visually enhancing the landscape of the community and impacting and engaging economic growth and vibrant awareness that the Arts are Alive in Seward." The vision of Seward Wellness Center is, "To provide local health and wellness opportunities for the entire county. We offer a facility to promote an active lifestyle and contribute to the health and well-being of all ages. Seward Wellness Center is dedicated to help the community achieve a healthy and balanced lifestyle. We will provide a fun and supportive environment filled with options that promote healthy living principles in an educational and caring way executed with a positive attitude." The Seward Wellness Center will host local artists and arts instructors to conduct programming and workshops within our before and after

Is the project located within the Creative District boundaries?

Yes

No

If not, describe the location of the project and explain how the project relates to the Creative District.

The Seward Wellness Center will be located on the northern boundary of Seward (off Waverly Road) on a 7-acre parcel. This is currently an undeveloped part of town. However, it's next to Seward Middle School and an area of future community growth. There wasn't an area in the Creative District available for this size of project.

The Seward Wellness Center has been identified as the top quality of life amenity requested by the public for well over decade across multiple planning documents from public and private sector partners. Once built, it will make Seward/Seward County a regional destination location for health and wellness facilities, activities, and programs. This will directly support the success of Seward's Creative District especially to attract and retain existing/future artists.

NOTE: A project does not have to be located within the Creative District to serve or complement the mission of the Creative District.

Was the project included in the strategic plan for the Creative District?

Yes

No

If not, please explain why.

Greg Butcher

Digitally signed by Greg Butcher
Date: 2023.10.31 09:13:56 -05'00'

October 31, 2023

Signature Line

Date

Creative District District Administrator

To be completed by Nebraska Arts Council staff.

Yes

No

The district is officially certified.

Yes

No

The project conforms to the Nebraska Arts Council's standards for the creative district.

Yes

No

I certify that the project described above meets the criteria from the Nebraska Arts Council to apply for a CCCFF grant.

Additional Comments

Morgan, Rachel

Digitally signed by Morgan, Rachel
Date: 2023.11.27 11:48:26 -06'00'

11/27/2023

Signature Line

Date

Nebraska Arts Council Staff

5. Consideration of a Request from City Administration for the Approval of Sale and Consumption of Alcoholic Beverages at the Lied Senior Center for the Employee Annual Awards Banquet, Held on January 19, 2024 - City Administrator Butcher

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

H & H Recreation Inc.

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

123 South 4th Street, Sewrad, Nebraska 68434

Retail Liquor License Address or Non-Profit Business Address

CK-118158

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 1-19-2024
Event Date(s): _____

Event Start Time(s): 3pm _____

Event End Time(s): 2am _____

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Seward Lied Senior Center

Event Street Address/City: 1010 Manor Drive, Seward

Indoor area to be licensed in length & width: 100 X 75

Outdoor area to be licensed in length & width: _____ X _____ (Diagram Form #109 must be attached)

Type of Event: employee party Estimate # of attendees: 60

Type of alcohol to be served: Beer Wine Distilled Spirits
(if not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Tom Rief Event Contact Phone Number: 402-641-5669

Event Contact Email: gobowl_2000@yahoo.com

*Signature Authorized Representative:  Printed Name Tom Rief

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ **OR** County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 1/2/24

- Monitoring a number of street projects that have moved into dormant with season on East Seward (construction), design on East Hillcrest, Izaak Walton Road/Highway 15 Intersection (construction) and drainage near Park Street & Bradford Street (construction).
- Water Tower project underway, working on final paint design, trying to line up meeting with painting subcontractor to better understand detailed design paint application process.
- Assisted with Civic Center items and issues, working with Commission on Building Renovation. Attended seventh formal design meeting for Phase I with Clark Enersen. Met with Langworthy Trust Trustee Ken Morgan regarding financing of renovation project.
- Reviewed additional DTR items and worked with applicants on needed documents.
- Working with Wellness Center Executive Director Brase on numerous items and follow ups. Working on final bonding documentation, CCCFF Grant Application items.
- Finalizing items related to closeout of 2019 Flood FEMA items.
- Reviewed potential lease documents for a Seward Community Golf Course restaurant, met with contractor and golf team to review requirements of the lease and staffing needs.
- Met on a number of personnel issues.
- Met with Bond Counsel Mike Rogers, Kelly Hoffschneider, and Joel Brase on Wellness Center final financing, leases, and agreements. Reviewed all final documents and assisted with closing on bonds through Jones Bank.
- Attended the NPPD customer meeting in Columbus to better understand the upcoming need to renegotiate whole sale power purchase contracts.
- Worked with Kell Hoffschneider to work on a number of real estate items related to the Rail Campus.
- Met with Colin (SEH) to discuss wastewater plant funding options and discuss the potential for a specific rate study as needed by the various funding sources (WIFIA, USDA, Muni Bonds, etc)
- Attended the Personnel Finance and Audit Committee meeting to present on items related to appointment of department heads and placing items on the City Council agenda.
- Monitored Christmas Day snow storm and worked with Bob Miers on communicating to the public snow removal action plans.
- Staff were off on Christmas Day and New Year's.

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

Police Department

- Heard starts Academy training 1/1.
- Target goals.

City Clerk/Human Resources/City Hall

- Mindy has taken the lead for the Employee Awards Banquet. Some of the event details include Employee/Guest Meal sign-up by 1/5, vendor donations by 1/15, and iconic items by 1/15.
- Updating the key closet: collecting keys from Department Heads that he doesn't have.
- Collecting burnsite, refuse hauler and tobacco license renewals for 2024.

Water/Wastewater Department

- 2024 Biosolids Report.
- Camera sewers.
- End of year reports.

Parks and Rec/Cemetery/Golf/Pool

- Snow removal.
- Maintenance of trash cans and picnic tables.

Civic Center

- No report. Erin was out of the office for the holiday.

Electric Department

- Terminate Hughes Brothers.
- Shut off 12/28.
- Work with Olsson on upcoming projects (possible grant available).

Street Department

- Snow removal and streets.
- Equipment maintenance.

Library

- Dealing with varied schedules this week due to the holiday.
- Escape room begins 12/26-1/5.
- Gutter and light work on exterior of library still need completed, from 2022 hail damage.

Building Inspection/Planning Department

- Subdivision Agreement finalization for the Wellness Center.
- Commercial plan reviews for Doug Oberhauser in Twin Oaks and Seward Memorial Hospital daycare revised plans.
- Review for missing parcels and subdivisions (Ironwood, Prairieview, Ridge Run 4, Rail Campus, etc.) on the new map for GIS.
- Working on review of surrounding community's policies for separate hook up of water/sewer.

Engineering

- Solicit contractors and advertise Hwy 15 Water Main.
- Comply with BABA (Olsson), altitude valve/submittal 012 issues for the Water Tower.
- Pothole NNG pipeline, notes regarding civil design to BVF for the Wellness Center.

Finance Dept.

- Payroll week.
- Claims.
- Shutoff 12/28.

Seward Wellness Center

- First set of footings were poured 12/22.
- Letter of intent/pre-application for a grant with NE Dept. of Economic Development.

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

ANNOUNCEMENT OF UPCOMING EVENTS

STRATEGY SESSION

1. Strategy Session with City Attorney's Representative Regarding Litigation Strategy - City Attorney's Representative Connor Madsen
2. Strategy Session with City Attorney's Representative Regarding Real Estate Interests at the Seward Rail Campus - City Attorney's Representative Connor Madsen

MOTION TO ADJOURN

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

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

Derek Bargmann, City Clerk

Date