



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

---

**Tuesday, April 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, April 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  
4/2/2024  
COUNCIL MEETING

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

AKRS Equipment	EQ	954.83
Allegiant Utility Service	FA	535.92
Allo	SE	504.90
Amazon Business	SU	573.32
ARPS	GU	1,009.38
Barco Municipal Products	SU	61.96
Bizco Technologies	IT	7,161.05
Blue Cross Blue Shield	BE	66,323.62
Blue Valley Public Safety	SE	6,973.75
Brown Caiti	UT	400.00
Callaway Golf	MH	2,790.81
Campbell Cleaning	SE	1,405.00
Capital Business-Dallas	SE	591.83
Cash-Wa Distributing Co	SU	437.64
Chase Card Service		13,421.41
Amazon.com	SU	1170.16
Weathertech	SU	157.97
Walmart	SU	356.82
Sam's Club	SU	794.72
Fast Mart	SE	12.00
GoDaddy.com	MS	799.96
WebCemeteries	AF	4488.00
GFOA	TR	315.00
PCI Standards	TR	550.00
Emergency Solutions	SE	167.63
GPFGOA	MS	50.00
Microsoft	MS	277.39
NLEFIA	MS	50.00
Valentinos	ML	204.71
Sparetime	MS	111.00
Runza	MS	159.04
American Red Cross	TR	116.93
Constant Contact	SE	23.00
Aquatic Council	TR	395.00
ForeUp	IT	736.08
SP Bar Products	MH	70.10
UNL	TR	95.00
Comfort Inn	TR	565.10

Tracfone	SE	34.50
USPS	PF	124.80
WEF	MS	77.50
NWEA	TR	320.00
YSI	SU	239.00
EKOS	FA	960.00
City Seward Library Petty	PF	136.78
City Seward Payroll Accou	SA	199,769.07
Consolidated Management	ML	57.25
Constellation Newenergy	IT	2,676.34
Continental Fire/Alarm/De	SE	245.00
Cuttin It Close Lawncare	SE	600.00
Diamond Vogel Paint	SU	4,474.10
E M C Insurance Companies	LG	3,000.00
Fastenal Company	SU	1,012.25
Fyr-Tek	EQ	369.45
Gerhold Concrete Co Inc	GU	6,241.91
H&S Plumb Heat & Air Inc	SE	314.74
HDR	ENG	16,121.49
Heard Arcullous	MI	423.44
Hoffschneider Law Pc Llo	LG	5,140.00
Husker Electric Supply Co	SU	4,355.70
JEO Consulting	ENG	6,813.15
Jones Bank	NSF	509.22
K2 Construction	CI	588,813.94
Last Mile Network Consult	IT	75.30
Lincoln Winwater Works	SU	283.22
Mailand'S Clothing	SE	22.00
McMaster-Carr	SU	207.30
Menards	BU	355.20
Mencl Dusty	RI	50.00
Metering & Technology Sol	EQ	4,769.36
Mid-American Benefits Inc	BE	1,668.19
Mid-State Engineer/Test	ENG	4,890.00
Midwest Service & Sales	SU	375.00
Midwest Turf & Irrigation	RE	75.53
Nebraska D A S Acct Ocio	MA	245.00
Nebraska Health Lab	WT	191.00
Nebraska Pub Pow-Desmoine	UT	491,057.01
Nebraska Star Beef Co Llc	MH	64.80
Nextlink	UT	200.00
Norris Public Power Distr	UT	1,170.79
Northern Safety Co Inc	SU	278.44
O'Reilly Automotive Inc	SU	358.39
Olsson	ENG	9,653.89
One Billing Solutions Llc	SE	1,924.50
Overhead Door Co-Lincoln	RE	708.35

Pace Analytical Services	SE	1,079.80
Principal Financial Group	BE	2,663.90
Quality Brands Of Lincoln	SU	578.73
Quill Corp	SU	154.99
Ray O'Herron	SU	1,668.23
Resco	SU	13.85
Rose Equipment Inc	EQ	1,958.31
Schemmer Architects Engin	ENG	69,238.63
Schlueter Repair & Specia	RE	1,125.00
Seward Co Chamber/Develop	UT	211.36
Seward Electronics	BU	34.90
Short Elliott Hendrickson	ENG	4,095.69
Siteone Landscape Supply	GU	130.99
Sparetime Lounge & Grill	ML	440.00
Spickelmier & Son Inc	SE	2,234.40
St John Lutheran Church/S	UT	1,125.00
State Distributing Co	SU	137.40
Summit Fire Protection	BU	127.00
U S Cellular	SE	215.99
Union Title Company Llc	LG	2,500.00
Vanwall Equipment	RE	804.93
Zimco Supply Co	GU	4,331.25
	CLAIMS TOTAL	\$1,557,712.87

2. Draft Minutes of March 19, 2024, City Council Meeting

**March 19, 2024**

The Seward City Council met at 7:00 p.m. on Tuesday, March 19, 2024, with Mayor Joshua Eickmeier presiding and Administrative Assistant Mindy Meier recording the proceedings. Upon roll call, the following Councilmembers were present: Megan Kahler, Jessica Kolterman, Karl Miller, Matt Stryson, Rich Wergin, Jonathon Wilken. Councilmembers Absent: Tatum Tonniges, John Singleton. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Mike Oneby, Wellness Center Director Joel Brase, and Police Sergeant Russ Frazey.

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

**CONSENT AGENDA CONSIDERATION ITEMS**

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

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Report (totaling \$866,094.82)
4. Police Department Report
5. Draft Minutes of March 5, 2024, City Council Meeting.
6. Mayor Appointment to Boards and Commissions:
  - A. Appoint Jim Lenz to Zoning Board of Adjustments for a 3-Year Term.
  - B. Appoint Shane Martin to Zoning Board of Adjustments for a 3-Year Term.
  - C. Appoint Craig Abbott to Zoning Board of Adjustments for a 3-Year Term.

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

**ADMINISTRATIVE ITEMS**

**1. CONSIDERATION OF A CLAIM FROM TREVOR PIERCE, 1688 KAROL KAY BLVD, FOR PERSONAL INJURY IN THE AMOUNT OF \$294.66**

City Administrator Butcher informed that the alleged incident involved the City of Seward and the recommendation from the City Attorney is to forward this on to the City's insurance provider.

Councilmember Wergin moved, seconded by Councilmember Stryson, to forward the claim to insurance.  
Aye: Kahler, Kolterman, Miller, Stryson, Wergin, Wilken.  
Nay: None. Absent: Tonniges, Singleton. Motion carried.

**2. CONSIDERATION OF AN AGREEMENT WITH B'S SWEET FREEZE, LLC TO OPERATE A CONCESSION STAND AT THE DOWDING MUNICIPAL POOL FOR THE 2024 SEASON AND BEYOND**

City Administrator Butcher advised this is the current provider of concessions at the pool. The agreement is to continue the service in 2024 and in the future, so that it doesn't need to be renewed every year.

Councilmember Stryson moved, seconded by Councilmember Kahler, that the agreement with B's Sweet Freeze be approved.  
Aye: Kahler, Kolterman, Miller, Stryson, Wergin, Wilken.  
Nay: None. Absent: Tonniges, Singleton. Motion carried.

**3. UTILITY RECONNECT FEES**

City Administrator Butcher noted that these fees are for reconnecting electric services. During business hours there is a \$25 fee and outside of business hours it is a \$65 fee to have electric service reconnected. The current fees do not cover the amount of money that is paid for labor; therefore, the recommended fee change is \$100 outside of regular hours and \$20 during regular hours. The reduction in the fee during business hours was to encourage customers to reconnect during established regular hours.

**A. CONSIDERATION OF A RESOLUTION TO ADJUST RECONNECT FEE FOR ELECTRIC SERVICES**

Councilmember Wergin introduced **Resolution 2024-9**, to adjust reconnect fees for electric services. Councilmember Miller moved, seconded by Councilmember Stryson, to approve Resolution 2024-9.

March 19, 2024

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

**B. A. CONSIDERATION OF A RESOLUTION TO ESTABLISH A WATER SERVICE RECONNECT FEE**

City Administrator Butcher advised the water is not turned off for a disconnect notice, but normally it is a request by the property owner for repairs or they are leaving for the winter. No fee is established currently; however it does require additional labor. Therefore, the recommended fee during business hours is \$30 and outside of business hours is \$100.

Councilmember Wergin introduced **Resolution 2024-10**, to adjust reconnect fees for water services. Councilmember Stryson moved, seconded by Councilmember Kahler, to approve Resolution 2024-10.

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

**4. CONSIDERATION OF A RESOLUTION TO ESTABLISH A POLICY FOR INSUFFICIENT PAYMENT PROCESSING AND RECONNECTION PROCESS**

City Administrator Butcher informed when the City processes a payment and it comes back as insufficient funds the City is charged \$35. Pursuant to the proposed policy that fee would be charged back to the customer.

Councilmember Wergin introduced **Resolution 2024-11**, to establish a policy for non-sufficient funds handling and reconnection process. Councilmember Kolterman moved, seconded by Councilmember Stryson, to approve Resolution 2024-11.

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

**5. CONSIDERATION OF AN AMENDMENT TO EXTEND THE CONTRACT WITH SOUTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (SENDD) FOR CDBG21DTR011**

City Administrator Butcher indicated the extension is for the current Downtown Revitalization Grant Period. The City intends to close out the remaining projects and consider options moving forward.

Councilmember Stryson moved, seconded by Councilmember Kolterman, that the amended with SENDD contract be approved as presented.

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

**6. UPDATE ON THE WELLNESS CENTER**

Wellness Center Director Brase informed that all the precast walls of the natatorium arrived and were installed. Work will continue in the Natatorium and classroom area. The parking lot will be poured and the bidding process for paving the boulevard will start next week. In April, roofing will begin and construction workers will start digging out the pool.

**CITY ADMINISTRATOR'S REPORT**

Councilmember Wergin moved, seconded by Councilmember Stryson, that the City Administrator's report of March 19, 2024, be accepted.

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

**STRATEGY SESSION**

**1. STRATEGY SESSION WITH CITY ATTORNEY REGARDING LITIGATION STRATEGY**

Councilmember Miller moved, seconded by Councilmember Wergin, that the Council enter a closed session with the Mayor, City Administrator, City Attorney, and the City Clerk for the protection of the public interest and to discuss litigation strategy with the City Attorney for a period not to exceed 45 minutes.

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

Mayor Eickmeier stated the Council has voted to go into closed session at 7:30 p.m. for the protection of the public interest and to discuss litigation strategy with the City Attorney.

**March 19, 2024**

At 8:08 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Kahler, Kolterman, Miller, Stryson, Wergin, Wilken. Mayor Eickmeier announced that no formal action was taken during the closed session.

**MOTION TO ADJOURN**

Councilmember Wergin moved, seconded by Councilmember Miller, that the March 19, 2024, City Council Meeting be adjourned.

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

Nay: None. Absent: Tonniges, Singleton. Motion carried.

Adjourned approximately 8:08 p.m.

THE CITY OF SEWARD, NEBRASKA

---

Joshua Eickmeier, Mayor

---

Derek Bargmann, City Clerk

3. Mayor's Appointment to Boards and Commissions (Emergency)
  - A. Appoint Noah Brumm to the Seward Volunteer Fire Department Roster

**PUBLIC HEARINGS**

1. Public Hearing - 7:00 PM - Update on a \$127,000.00 Community Development Block Grant - Economic Development Program Income Reuse Loan Fund (CDBG-EDLF) Project with Bottle Rocket Brewing, LLC, dba Bottle Rocket Brewing

**ADMINISTRATIVE ITEMS**

1. Consideration of Seward Foundation Applications:
  - A. Lied Senior Center - Flooring - \$20,000 Requested (Katrina Goldsmith)



## Grant Request Form

Name of Project: Lied Senior Center Flooring

Contact Name: Katrina Goldsmith

Address: 1010 Manor Drive West

Phone: (402) 643-4466

City: Seward

State: NE

Zip Code: 68434

This project is being submitted to:  City Council  School Board for further consideration. It is understood that upon approval by the aforementioned entity this Grant Request Form will, in turn be submitted to the Seward Foundation, Inc for final determination. **Please note, this grant application will not be considered for funding until approval is given by the City Council or the School Board for submittal to the Foundation.**

**Description of the Project:** Please provide a brief description of the project under consideration and the proposed use of Seward Foundation, Inc. grant monies.

Lied Senior Center is coming up on 30 years and starting to show daily wear and tear especially the flooring. The flooring requires monthly/yearly expense. It has expansion seams that have done damage to flooring as well. It has been recommended by several flooring companies to replace/ with LVT over the current flooring which does NOT require waxing or a added monthly/yearly expense.

**Additional Information:** Please provide additional information regarding the project including the need that the project fulfills within the community and the target market for the project. How will this project be promoted to the community at large?

The Lied Senior Center offers a wide variety of programs and services to those in Seward age 55 and older. Rental Income is used to generate income.

-Meal & Nutrition (over 8,000 meals served in 2023)

-Health, fitness, and wellness programs ( we are out growing our space and now use the main room for classes-over 9,300 participants in our exercise programs in 2023)

-Social & Recreational Activities

**Financial Information:** Please provide financial information for the proposed project detailing out the overall estimated cost of the project and the sources and uses of funds including this Grant Request Form. Note: The Seward Foundation, Inc. prefers and encourages investment and support from other outside entities to assist in funding projects.

TOTAL PROJECT COST: \$20,000

SOURCES OF FUNDS	USE OF FUNDS
Seward Aging Services Endowment	flooring
Seward Foundation	

**Operating Budget:** Please attach and provide an on-going budget for this program/project.

Who will continue to fund and maintain this program/project on an on-going basis?  
City of Seward

How did you arrive at the budget figures?  
Received quotes

Will this grant be sufficient to start/continue this program/project?  
Yes

Are you submitting this request elsewhere for funding considerations? If so, to whom and for how much?

Seward Aging Services Endowment  
Remaining amount of bid

Has this request been made elsewhere and turned down? If so, why?

No

After grant monies from the Seward Foundation, Inc. have been expended what plans are being made to ensure the ongoing operation of the project/program?

General daily maintenance

#### Other Information:

Is this project application related to a new or on-going program?

N/A

Who was involved in the development and planning of this program/project?

Katrina Goldsmith  
Tim Sworak

Will this program/project be evaluated regularly and if so, by whom?

General Daily Maintenance

Is this program/project ready to begin immediately? If not, what is the target date for completion and/or readiness?

Yes

PRINT FORM

SUBMIT FORM



# Estimate

Date	Estimate #
3/8/2022	3215

12680 156th  
Louisville, NE 68037

4023069644  
estimating@stylizedconcrete.com

Name / Address
Lied Senior Center - Seward 1010 Manor Drive Seward

Project	
Commons Area	

Description	Qty	Total
Commons Area Flooring Urethane Cement - Decorative Flake System  Scope of work: Demo existing VCT Demo existing Base Prepare existing floor by mechanically grinding. This will remove existing glues, contaminants and open the pours of the surface, readying the floor to receive a new coating. Make repairs to slab as needed Install Urethane Cement with full flake broadcast Install 2nd broadcast coat Install Grout Coat Install Top Coat Install new vinyl base Customer to choose colors of flooring system and base	4,500	65,250.00
Generator - Rate if power cannot be provided - Includes delivery, pick up, and fuel 480V / 50Amp / 3Phase Daily \$650.00 / Weekly \$1,800.00 / Monthly \$3,600.00	1	1,800.00
Bid includes all labor and materials to achieve Scope of Work Pricing will be honored through duration of project Pricing based on work being performed during normal business hours 480V / 50Amp / 3Phase Power will be provided by Stylized Concrete Solutions Inc Dumpster to be provided by General Contractor / Owner Heat/Cool/Acclimation to be provided by General Contractor / Owner Proper Lighting to be provided by General Contractor / Owner Water to be provided by General Contractor / Owner  Please contact Nathaniel Stohlmann with any questions: 402-306-9644 Nathaniel@stylizedconcrete.com  Acceptance of quote and notice to proceed _____ Date _____		
Terms: Due upon receipt	<b>Total</b>	\$67,050.00

Cornerstone Interiors & Design

648 Seward St.  
Seward, NE 68434

# Estimate

Date	Estimate #
8/2/2023	1870

Name / Address
Seward Senior Center 1010 Manor West Dr. Seward, Ne 68434

Project

Description	Qty	Cost	Total
Mohawk Baralli II LVT, adhesive, ardex feather finish, cove base, cove base adhesive, freight	1	18,850.00	18,850.00
Subcontract Labor-prep bad areas in floor, emboss over entire floor, install LVT, install cove base, trip	1	14,150.00	14,150.00
		<b>Subtotal</b>	\$33,000.00
		<b>Sales Tax (7.0%)</b>	\$0.00
		<b>Total</b>	\$33,000.00







B. Seward Memorial Library - Sound Improvement - \$2,500 Requested (Becky Baker)



## Grant Request Form

Name of Project:

Contact Name:

Address:

Phone:

City:

State:

Zip Code:

This project is being submitted to:      City Council      School Board  
for further consideration. It is understood that upon approval by the  
aforementioned entity this Grant Request Form will, in turn be submitted to the  
Seward Foundation, Inc for final determination. **Please note, this grant  
application will not be considered for funding until approval is given by the  
City Council or the School Board for submittal to the Foundation.**

**Description of the Project:** Please provide a brief description of the project under consideration and  
the proposed use of Seward Foundation, Inc. grant monies.

**Additional Information:** Please provide additional information regarding the project including the  
need that the project fulfills within the community and the target market for the project. How will this  
project be promoted to the community at large?

**Financial Information:** Please provide financial information for the proposed project detailing out the overall estimated cost of the project and the sources and uses of funds including this Grant Request Form. Note: The Seward Foundation, Inc. prefers and encourages investment and support from other outside entities to assist in funding projects.

**TOTAL PROJECT COST:**

<b>SOURCES OF FUNDS</b>	<b>USE OF FUNDS</b>

**Operating Budget:** Please attach and provide an on-going budget for this program/project.

Who will continue to fund and maintain this program/project on an on-going basis?

How did you arrive at the budget figures?

Will this grant be sufficient to start/continue this program/project?

Are you submitting this request elsewhere for funding considerations? If so, to whom and for how much?

Has this request been made elsewhere and turned down? If so, why?

After grant monies from the Seward Foundation, Inc. have been expended what plans are being made to ensure the ongoing operation of the project/program?

#### Other Information:

Is this project application related to a new or on-going program?

Who was involved in the development and planning of this program/project?

Will this program/project be evaluated regularly and if so, by whom?

Is this program/project ready to begin immediately? If not, what is the target date for completion and/or readiness?



Digital Theater Experts, Inc.  
 8435 Executive Woods Drive  
 Lincoln, NE 68512  
 Tel: 402-488-4040  
 www.dtxhd.com

# Proposal

Date	Proposal #
03/27/24	6276

Customer Address:
SEWARD PUBLIC LIBRARY 233 South 5th Street Seward, NE 68434

Sales Person
<input type="checkbox"/> John Shaw

Project

Customer Email	Customer Phone
joe.starkey@sewardlibrary.org	402-643-3318

Item	Description	Qty.	Total
PARTS NON-INVENTORY	(4) SHURE QLXD Combination Hand Held / Lapel Microphone Wireless Systems With Body Pack Transmitters, Base Stations. Frequency Bands TBD. Cables Included To Mixer Connections	1	5,900.00T
PARTS NON-INVENTORY	EPISODE Commercial 70 Volt 6" Speakers With Tile Bridge	6	2,159.00T
PARTS NON-INVENTORY	240 Watt 70 Volt Mixer Amplifier. 6 Inputs / 4 Balanced / 2 Unbalanced.	1	1,475.00T
ETHEREAL HDMI-4K-3M	4K 18Gbps 3 Meter HDMI Cable	4	260.00T
PARTS NON-INVENTORY	4X1 HDMI 4K HDR Switch. 4 HDMI In To 1 HDMI Out.	1	225.00T
PARTS NON-INVENTORY	DAC For Digital To Analog Conversion Inputs To Amplifier	2	210.00T
PARTS NON-INVENTORY	27 Space Rack With Casters. Enclosed Glass Front Door (With Lock) Power Conditioner Surge Protector. Wire Management.	1	795.00T
LABOR	System Installation	6	600.00T
	* All Items Are Assumed To Be Included Within This Estimate. This Is Connecting To An Existing System However, And May Require Some Additional Wiring And Parts If The Existing Wiring And Parts Are Not As Anticipated. Additional Cables And Parts To Be Charged As Needed At The Time Of Installaiton. *		
	NO TAX PURCHASE		0.00

		<b>Total</b>	<b>\$11,624.00</b>
--	--	--------------	--------------------

C. Seward County First Impressions - Welcome Sign Replacement - \$8,216.31  
(Gary Rolf)



## Grant Request Form

Name of Project:

Contact Name:

Address:

Phone:

City:

State:

Zip Code:

This project is being submitted to:      City Council      School Board  
for further consideration. It is understood that upon approval by the  
aforementioned entity this Grant Request Form will, in turn be submitted to the  
Seward Foundation, Inc for final determination. **Please note, this grant  
application will not be considered for funding until approval is given by the  
City Council or the School Board for submittal to the Foundation.**

**Description of the Project:** Please provide a brief description of the project under consideration and  
the proposed use of Seward Foundation, Inc. grant monies.

**Additional Information:** Please provide additional information regarding the project including the  
need that the project fulfills within the community and the target market for the project. How will this  
project be promoted to the community at large?

**Financial Information:** Please provide financial information for the proposed project detailing out the overall estimated cost of the project and the sources and uses of funds including this Grant Request Form. Note: The Seward Foundation, Inc. prefers and encourages investment and support from other outside entities to assist in funding projects.

**TOTAL PROJECT COST:**

<b>SOURCES OF FUNDS</b>	<b>USE OF FUNDS</b>

**Operating Budget:** Please attach and provide an on-going budget for this program/project.

Who will continue to fund and maintain this program/project on an on-going basis?

How did you arrive at the budget figures?

Will this grant be sufficient to start/continue this program/project?

Are you submitting this request elsewhere for funding considerations? If so, to whom and for how much?

Has this request been made elsewhere and turned down? If so, why?

After grant monies from the Seward Foundation, Inc. have been expended what plans are being made to ensure the ongoing operation of the project/program?

#### Other Information:

Is this project application related to a new or on-going program?

Who was involved in the development and planning of this program/project?

Will this program/project be evaluated regularly and if so, by whom?

Is this program/project ready to begin immediately? If not, what is the target date for completion and/or readiness?

D. Seward Civic Center - South Entrance ADA Entry - \$25,000 (Mark Kolterman)



## Grant Request Form

Name of Project: Seward Civic Center

Contact Name: Mark Kolterman, ~~EA~~  
Erin Wiseman

Address: 616 Bradford St.

Phone: (402) 641-5774  
308-370-1208

City: Seward

State: Ne

Zip Code: 68434

This project is being submitted to:  City Council  School Board for further consideration. It is understood that upon approval by the aforementioned entity this Grant Request Form will, in turn be submitted to the Seward Foundation, Inc for final determination. **Please note, this grant application will not be considered for funding until approval is given by the City Council or the School Board for submittal to the Foundation.**

**Description of the Project:** Please provide a brief description of the project under consideration and the proposed use of Seward Foundation, Inc. grant monies.

We are spending 2.1 million dollars to upgrade and refurbish the Seward Civic Center. This includes technology, HVAC, plumbing, fire protection, wiring and most importantly ADA access connecting the two buildings. Elevator upgrades and ADA accessible restrooms are also a priority. We are going to be short \$125,000 from completing the south entrance and are planning to raise that amount to complete that portion of the project.

**Additional Information:** Please provide additional information regarding the project including the need that the project fulfills within the community and the target market for the project. How will this project be promoted to the community at large?

This project will provide both ramped and stair access to the south entrance of the Civic Center making every entrance/exit usable to the broader community. The target market would be users of the Civic Center of all ages, the project has been discussed for many months both in the newspaper and public group meetings, social media and posted information.

**Financial Information:** Please provide financial information for the proposed project detailing out the overall estimated cost of the project and the sources and uses of funds including this Grant Request Form. Note: The Seward Foundation, Inc. prefers and encourages investment and support from other outside entities to assist in funding projects.

**TOTAL PROJECT COST:**

<b>SOURCES OF FUNDS</b>	<b>USE OF FUNDS</b>
Langworthy Trust \$2.1 million	Major upgrades of building

**Operating Budget:** Please attach and provide an on-going budget for this program/project.

Who will continue to fund and maintain this program/project on an on-going basis?

The Langworthy Trust funds the annual accounting budget on an ongoing basis, this typically amounts to about \$160,000 per year.

How did you arrive at the budget figures?

We used the architects estimates to arrive at these figures.

Will this grant be sufficient to start/continue this program/project?

A \$25,000 grant would go a long way to make these proposed renovations possible. The Civic Center would not be asking for any future grants from the Seward foundation for this project.

Are you submitting this request elsewhere for funding considerations? If so, to whom and for how much?

We are applying to the Kiewit Foundation, Seward Rotary, Kiwanis, Seward Visitors Bureau, and some individuals. The amounts would vary depending on the availability of funds to contribute.

Has this request been made elsewhere and turned down? If so, why?

Requests to aforementioned groups are ongoing and have not been refused by these or any other entities at this time.

After grant monies from the Seward Foundation, Inc. have been expended what plans are being made to ensure the ongoing operation of the project/program?

Ongoing operations and funding will continue to be provided in perpetuity by the Langworthy Trust pursuant to the direction of the legacy and managed by the Trustee Ken Morgan.

#### Other Information:

Is this project application related to a new or on-going program?

New renovation project to facilitate ongoing operation of the Seward Civic Center

Who was involved in the development and planning of this program/project?

Civic Center Commission, City of Seward, Clark-Enerson architectural firm

Will this program/project be evaluated regularly and if so, by whom?

Progress will be monitored bi-weekly by Clark Enerson, Renovation Committee and City of Seward and bi-monthly by the Civic Center Commission.

Is this program/project ready to begin immediately? If not, what is the target date for completion and/or readiness?

Full \$2.1 million renovation of the building starts 1 April 2024 and the proposed south entrance ramp project will begin when the necessary funds, \$125,000, are secured.

PRINT FORM

SUBMIT FORM

- E. Make Recommendation of Priority Order for Seward Foundation Applications
- 2. Consideration of a Recommendation to Award a Construction Contract to BIC Construction in the Amount of \$2,498,000 for Civic Center Phase I Improvements Project - Mark Kolterman (Civic Center Commission)

**CITY OF SEWARD - Civic Center Phase I Improvements**  
**Bid Opening**  
**2/29/2024 at 10:15A**

Date/Time Recd	Company Name	Bid Amount	Bid Bond?	Complete Response? - Yes/No
2/29 9:58A	BIC Construction	A1+ \$28,000.00 \$2,498,000.00	✓	Yes
2/29 9:58A	Sampson Construction	A1+ \$34,000.00 \$2,514,000.00	✓	Yes
2/29 9:59A	Scheele-Kayton Construction	No A1+ \$2,649,000.00	✓	Yes

City officials present: Jessie Bergmann, City Clerk  
[Signature], City Administrator

Clark & Enersen Project No.: 527-001-23

**SECTION 00 42 00 - BID FORM**

BID PROPOSAL FOR CONTRACT FOR  
The Seward Civic Center  
Phase 1 Building Improvements  
Seward, Nebraska

Date: 2/29/2024

Submitted To: Civic Center Commission

Submitted By: BIC Construction

Addenda Received: Addendum #1, Addendum #2

The undersigned, having examined the plans, project manuals and related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies to do the work in accordance with the Contract Documents and terms and condition described below:

The undersigned proposes, upon execution of the Agreement Between Owner and Contractor or upon receipt of notice to proceed from the Owner (whichever comes first), to immediately start the Work of the Contract. The Agreement Between Owner and Contractor will be executed as soon as possible after the opening and award of bids. The undersigned proposes to bring the work to a state of Substantial Completion on or before:

12-15-2024

Markup percentage for all changes in the work shall not exceed 10%. This shall include all overhead and profit associated with each change. See Section 01 26 00, "Contract Modification Procedures", for administrative and procedural requirements for handling and processing contract modification. See Section 01 21 00, "Allowances" for exceptions to this requirement.

Execution of Agreement: The undersigned will, within fourteen (14) days of receipt of notice of acceptance of this proposal, enter into agreement with the Owner on the Owner's agreement form and will deliver the required Performance Bond and Labor and Materials Payment Bond.

Submit one printed and executed Bid Form along with Qualifications per Section 00 11 53. Provide one electronic copy of both the Bid Form and Qualifications on a flash drive. Duplicates are not required.

Clark & Enersen Project No.: 527-001-23

Bids may not be modified, withdrawn, or canceled for a period of thirty (30) calendar days following the time and date designated for receipt of bids.

**TOTAL PRICE:** The undersigned proposes to perform the Work shown/described in the bidding documents for the sum of:

TWO MILLION FOUR HUNDRED NINETY-EIGHT THOUSAND Dollars

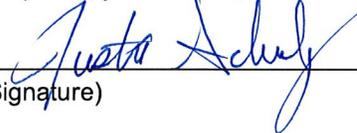
(\$ 2,498,000).

**ALTERNATES:**

1. Alternate No. A-1 – Accordion Partition Replacement. See Section 01 23 00 Alternates.

**(Alternate A-1):** ADD TWENTY-EIGHT THOUSAND DOLLARS, \$ 28,000 )

Respectfully Submitted,

  
\_\_\_\_\_  
(Signature)

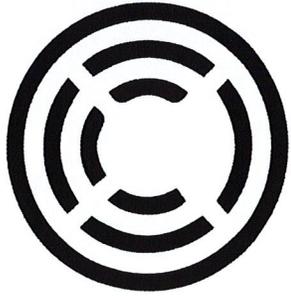
BIC Construction  
\_\_\_\_\_  
(Company)

245 South 84th Street, Ste 316, Lincoln, NE 68510  
\_\_\_\_\_  
(Business Address)

(Seal, if by a Corporation)

402-480-7160  
\_\_\_\_\_  
(Telephone Number)

END OF SECTION 00 42 00



# BIC

**BIC CONSTRUCTION**  
245 South 84th Street, St. 316  
Lincoln, NE 68510

## 1.7 BIDDER'S QUALIFICATIONS – AVAILABLE UPON REQUEST POST BID

### 1. Firm Information & Experience:

- a. Key firm information
  - 1) Name of firm
  - 2) Address of Firm
  - 3) Primary contacts
- b. Size of Firm/Staff
- c. Years in Business
- d. Minimum of 3 and maximum of 5 past similar projects built within the past 8 years that best represents a similar scope, budget, program and/or complexity to this project including:
  - 1) Name of project
  - 2) 1 - 3 images of project
  - 3) Project square footage
  - 4) Budget
  - 5) Actual cost
  - 6) Change order percentage
  - 7) Anticipated construction completion
  - 8) Actual construction completion
  - 9) Project approach
  - 10) Other pertinent information that the bidder wishes to convey.
  - 11) Key reference(s) for the project.
- e. Any unique aspects your firm may employ in the construction of this project.
- f. Why your firm should be selected. Qualifications.

### 2. Brief resumes of key individuals to work on the project including:

- a. Name of individual.
- b. Photo of individual.
- c. Years of service with the firm.
- d. Duration of time in the construction industry.
- e. Project role for this project.
- f. Location the individual resides in and works from.
- g. List of 3 to 5 past similar projects that the individual has contributed to and their role on the project.
- h. Other pertinent information that the bidder wishes to convey.



# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

**BIC Construction, LLC**  
245 South 84th Street #316  
Lincoln, NE 68510

**SURETY:**

(Name, legal status and principal place of business)

**Travelers Casualty and Surety Company of America**  
One Tower Square  
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

**Civic Center Commission**  
161 Bradford St.  
Seward, NE 68434

**BOND AMOUNT: Five Percent of the Amount Bid (5%)**

**PROJECT:**

(Name, location or address, and Project number, if any)

**Seward Civic Center - Phase 1 Improvements**

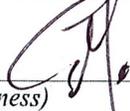
Project Number, if any:

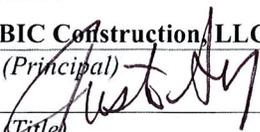
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

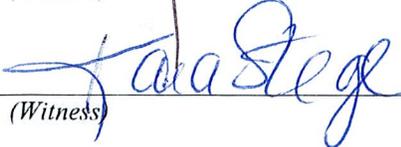
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

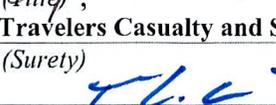
Signed and sealed this **29th** day of **February, 2024**

  
(Witness)

**BIC Construction, LLC**  
(Principal)  (Seal)

(Title)

  
(Witness)

**Travelers Casualty and Surety Company of America**  
(Surety)  (Seal)

(Title) **Thomas L King, Attorney-in-Fact**

Init.



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

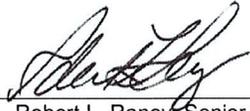
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Seth P Weedin, Jacob J. Buss, Robert T. Cirone, James M. King, and Thomas L. King** of Lincoln, Nebraska, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

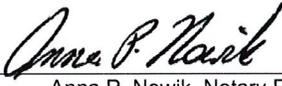
By:   
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

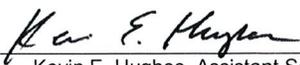
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 29th day of February, 2024



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Clark & Enersen Project No.: 527-001-23

**SECTION 00 42 00 - BID FORM**

BID PROPOSAL FOR CONTRACT FOR  
The Seward Civic Center  
Phase 1 Building Improvements  
Seward, Nebraska

Date: 2/29/24

Submitted To: Civic Center Commission

Submitted By: Sampson Construction Co., Inc.

Addenda Received: 1, 2

The undersigned, having examined the plans, project manuals and related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies to do the work in accordance with the Contract Documents and terms and condition described below:

The undersigned proposes, upon execution of the Agreement Between Owner and Contractor or upon receipt of notice to proceed from the Owner (whichever comes first), to immediately start the Work of the Contract. The Agreement Between Owner and Contractor will be executed as soon as possible after the opening and award of bids. The undersigned proposes to bring the work to a state of Substantial Completion on or before:

300 DAYS AFTER NOTICE TO PROCEED

Markup percentage for all changes in the work shall not exceed 10%. This shall include all overhead and profit associated with each change. See Section 01 26 00, "Contract Modification Procedures", for administrative and procedural requirements for handling and processing contract modification. See Section 01 21 00, "Allowances" for exceptions to this requirement.

Execution of Agreement: The undersigned will, within fourteen (14) days of receipt of notice of acceptance of this proposal, enter into agreement with the Owner on the Owner's agreement form and will deliver the required Performance Bond and Labor and Materials Payment Bond.

Submit one printed and executed Bid Form along with Qualifications per Section 00 11 53. Provide one electronic copy of both the Bid Form and Qualifications on a flash drive. Duplicates are not required.

Clark & Enersen Project No.: 527-001-23

Bids may not be modified, withdrawn, or canceled for a period of thirty (30) calendar days following the time and date designated for receipt of bids.

**TOTAL PRICE:** The undersigned proposes to perform the Work shown/described in the bidding documents for the sum of:

TWO MILLION FIVE HUNDRED FOURTEEN THOUSAND AND <sup>00/100</sup> ~~00/100~~ Dollars

(\$ 2,514,000 ).

**ALTERNATES:**

1. Alternate No. A-1 – Accordion Partition Replacement. See Section 01 23 00 Alternates.

(Alternate A-1): THIRTY-FOUR THOUSAND DOLLARS, \$ 34,000 ) ADDER

Respectfully Submitted,

  
\_\_\_\_\_  
(Signature) Ben Huck

Sampson Construction Co., Inc  
(Company)

5825 S 14th, Lincoln NE 68512  
(Business Address)

(Seal, if by a Corporation)

402-434-5450  
(Telephone Number)

END OF SECTION 00 42 00

## BID BOND

---

**CONTRACTOR:**

*(Name, legal status and address)*

**Sampson Construction Co., Inc.**

**5825 S 14th St  
Lincoln, NE 68512**

**SURETY:**

*(Name, legal status and principal place of business)*

**Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116**

**OWNER:**

*(Name, legal status and address)*

**Seward, NE Civic Center Commissions**

**BOND AMOUNT: Five Percent of the Bid Submitted (5%)**

**PROJECT:**

*(Name, location or address, and Project number, if any)*

**Seward Civic Center Phase 1 Renovations**

Provided, however, neither principal nor surety shall be bound hereunder unless obligee, prior to execution of the contract, provide evidence satisfactory to the surety of its ability to make payment to the principal in accordance with the terms of the contract.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

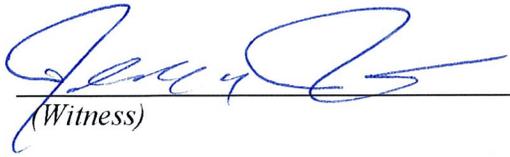
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

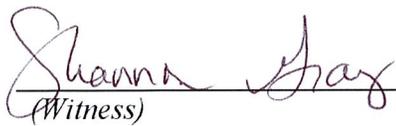
---

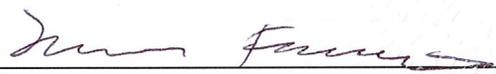
**The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A310, 2010 edition**

Signed and sealed this 29th day of February, 2024.

  
\_\_\_\_\_  
(Witness)

**Sampson Construction Co., Inc.**  
\_\_\_\_\_  
(Principal) (Seal)  
  
\_\_\_\_\_  
(Title) **BEN HUCK, VP**

  
\_\_\_\_\_  
(Witness)

**Liberty Mutual Insurance Company**  
\_\_\_\_\_  
(Surety) (Seal)  
  
\_\_\_\_\_  
(Title) **Jason Fomenko** **Attorney-in-Fact**



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209936- 969223

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christine Grell, Connor Lemon, Cori Beaman, David A Steinkraus, Jared Willis, Jason Fomenko, Kate R. Greenwald, Luke Siel, Quentin Christensen

all of the city of Lincoln state of NE each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of April, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of April, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of February, 2024.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Clark & Enersen Project No.: 527-001-23

**SECTION 00 42 00 - BID FORM**

BID PROPOSAL FOR CONTRACT FOR  
The Seward Civic Center  
Phase 1 Building Improvements  
Seward, Nebraska

Date: 2-29-24

Submitted To: Civic Center Commission

Submitted By: Scheele-Kayton Construction, LLC

Addenda Received: 1,2

The undersigned, having examined the plans, project manuals and related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies to do the work in accordance with the Contract Documents and terms and condition described below:

The undersigned proposes, upon execution of the Agreement Between Owner and Contractor or upon receipt of notice to proceed from the Owner (whichever comes first), to immediately start the Work of the Contract. The Agreement Between Owner and Contractor will be executed as soon as possible after the opening and award of bids. The undersigned proposes to bring the work to a state of Substantial Completion on or before:

January 2025, contingent on lead times.

Markup percentage for all changes in the work shall not exceed 10%. This shall include all overhead and profit associated with each change. See Section 01 26 00, "Contract Modification Procedures", for administrative and procedural requirements for handling and processing contract modification. See Section 01 21 00, "Allowances" for exceptions to this requirement.

Execution of Agreement: The undersigned will, within fourteen (14) days of receipt of notice of acceptance of this proposal, enter into agreement with the Owner on the Owner's agreement form and will deliver the required Performance Bond and Labor and Materials Payment Bond.

Submit one printed and executed Bid Form along with Qualifications per Section 00 11 53. Provide one electronic copy of both the Bid Form and Qualifications on a flash drive. Duplicates are not required.

Clark & Enersen Project No.: 527-001-23

Bids may not be modified, withdrawn, or canceled for a period of thirty (30) calendar days following the time and date designated for receipt of bids.

**TOTAL PRICE:** The undersigned proposes to perform the Work shown/described in the bidding documents for the sum of:

Two Million Six Hundred Forty-Nine Thousand  
Dollars

(\$ 2,649,000.00).

**ALTERNATES:**

- 1. Alternate No. A-1 – Accordion Partition Replacement. See Section 01 23 00 Alternates.

(Alternate A-1): No bid, alternate, \$                     )

Respectfully Submitted,

  
(Signature)

Scheele Kayton Construction  
(Company)

5900 S. 58 St. Suite D Lincoln  
(Business Address)

(Seal, if by a Corporation)

308-991-5535  
(Telephone Number)

END OF SECTION 00 42 00

 **AIA** Document A310™ – 2010

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

SCHEELE-KAYTON CONSTRUCTION, LLC  
5900 S. 58th Street, Suite D  
Lincoln, Nebraska 68516

**SURETY:**

*(Name, legal status and principal place of business)*

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
One Tower Square  
Hartford, Connecticut 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

CIVIC CENTER COMMISSION  
616 Bradford St.  
Seward, Nebraska

**BOND AMOUNT:** Five Percent (5%) of the Total Amount of the Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Seward Civic Center Phase I Improvements  
Seward, Nebraska

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of February 2024

By   
*(Witness)*

SCHEELE-KAYTON CONSTRUCTION, LLC  
*(Contractor as Principal)* *(Seal)*

By   
*(Title) Co-Owner*

By   
*(Witness)* Kim Payton, Berthoud, Colorado

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
*(Surety)* *(Seal)*

By   
*(Title)* Douglas J. Rothery, Attorney-in-Fact

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A310™ – 2010 (rev. 10/2010). Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved.  
WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

AC04307081C



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Douglas J. Rothey**, of **Littleton, Colorado**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 29th day of February, 2024



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

Seward Civic Center - Phase 1  
Improvements

Seward Civic Center – Phase 1

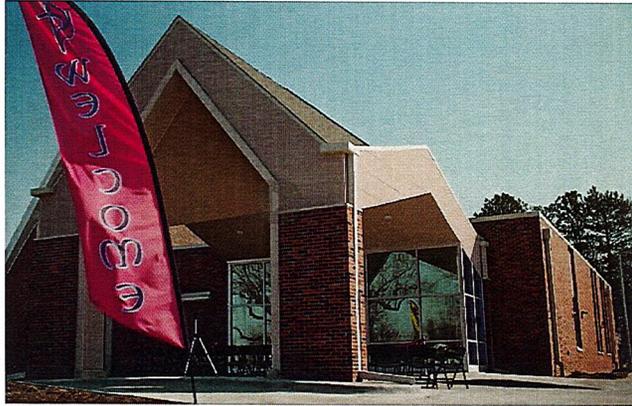
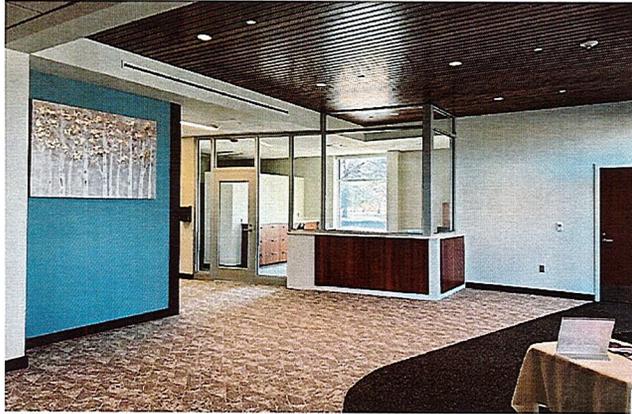
CLARK &  
ENERSEN

 SCHEELE-KAYTON  
CONSTRUCTION



## Firm Information

- Scheele-Kayton Construction, LLC
- 5900 S. 58<sup>th</sup> Street Suite D Lincoln, NE
- Primary Contacts
  - Connor Kayton
    - 308-991-5535
    - [connor@scheelekayton.com](mailto:connor@scheelekayton.com)
  - Eric Scheele
    - 402-710-0718
    - [eric@scheelekayton.com](mailto:eric@scheelekayton.com)
- Scheele-Kayton Construction has been in business for 6 years and employees 25 staff members.



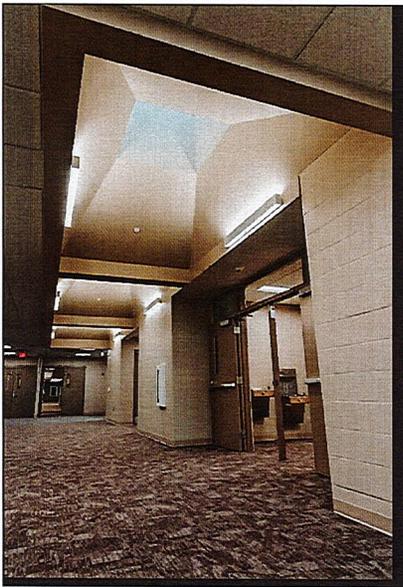
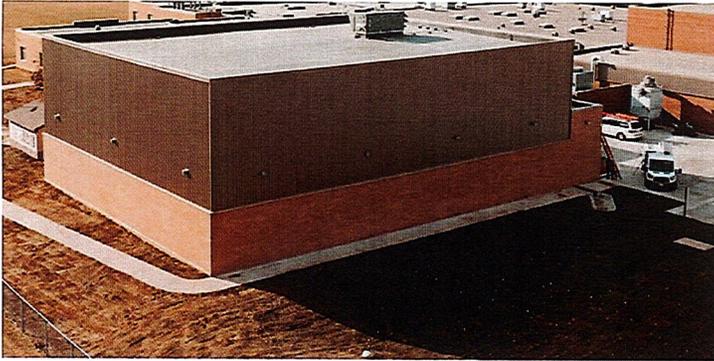
### Seward United Methodist Church Addition

- 3,300 SF Addition with parking lot expansion
- \$2,165,854.00 Contract. Assisted with substantial VE options to reduce the overall contract to get within the budget while still providing a functional space.
- 3% for total change orders on added work back into the project.
- Proposed a March 2023 completion date and was able to turn the project over for a ribbon cutting March 5<sup>th</sup> 2023.
- Reference – Tom Hanson, Seward Methodist Church



## LES – Rokeby Generation Station Addition/Renovation

- 1,300 SF Addition with 5000 SF of interior renovation.
- \$1,606,500.00 Contract.
- Final contract of \$1,736,978. Changes incorporated into the project were for added scope to other areas of the facility.
- Specific challenges for this project included maintaining access to the building while completing the renovation. We worked with staff onsite to develop a phasing plan which allowed operations to continue as construction was completed.
- The complete project addition & renovation was delivered in just over 6 months.
- Reference – Tim Cloyd, Architect – Jackson & Jackson Associates
  - Reference Letter Attached



## Gretna MS Addition/Renovation

- 12,000 SF Addition/Renovation of existing school.
- \$3,012,977.00 Contract with under 2.5% extras for changes that were added scope to the project.
- The project was delivered a week ahead of schedule to allow for student & faculty access in time for school use.
- Challenging aspects of this project included a very aggressive time frame to complete the project while not interrupting existing operations and working with staff to complete renovation work.
- Reference – Mike Berg, Construction Administrator – DLR Group

Scheele-Kayton Construction has several ties to the Seward community both professionally & personally. Several of our staff members live within a few miles of Seward and within the city limits of Seward. Connor Kayton attended college at Concordia University in Seward. Prior to founding Scheele-Kayton Construction, Eric Scheele & Connor Kayton completed several projects in the Seward community including Seward Vision Clinic & Several projects on the Concordia University Campus.

Scheele-Kayton Construction offers a unique approach to our builds by working with owners to get a high-quality product for an affordable price. We understand that each individual project has its own unique set of challenges and take a transparent and relational approach to overcoming these obstacles.

We have a strong working history in the Seward Community and believe our relational approach to each individual project would provide great value to the Civic Center Project. We have engaged several local contractors to provide pricing on this project and intend to use local resources to complete the project.

In summary, it would be a great privilege to team together on your project and certainly look forward to the opportunity to work together.



3. Consideration of a Task Order (#1) to a Master Services Agreement Signed with JEO Consulting Group, Inc. for GIS Services in the Amount of \$173,630.00 - City Engineer Oneby

**JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC**  
**Task Order**

This is Task Order No. 2024-1,  
Consisting of 6 pages

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

**Specific Project Data**

- A. Title: Additional GIS Services
- B. Description: Further customization of ArcGIS Online, utility inspections development, staff training for GIS software, and dedicating two JEO interns to assist with field data collection.

**1. Services of Engineer**

See Detailed scope of services on Exhibit "A"

**2. Owner's Responsibilities**

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

**3. Times for Rendering Services**

Services shall be provided in a timely fashion based upon mutual agreement between the Owner and Engineer related to the nature of the service.

**4. Payments to Engineer**

**A. For Lump Sum Method of Payment: NOT APPLICABLE**

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

- 1. The Standard Hourly Rates shall be the current hourly rate schedule and subject to adjustment approximately January 1<sup>st</sup> of each year.
- 2. All project phases to be performed using standard hourly rates. Certain phases have a predetermined maximum fee to accomplish the scope as defined in Exhibit "A". The fee summary is shown below.
- 3. JEO may shift fee amounts between phases as long as the sum does not change the Task Order maximum fee

<b>1 ARCGIS ONLINE CONFIGURATION</b>	<b>\$ 7,220 (HOURLY TO MAX)</b>
<b>2 ARCGIS PRO DESKTOP SOFTWARE INSTALLATION</b>	<b>\$ 550 (HOURLY TO MAX)</b>
<b>3 ARCGIS HUB SITES</b>	<b>\$ 7,500 (HOURLY TO MAX)</b>
<b>4 INSPECTION DASHBOARDS</b>	<b>\$19,400 (HOURLY TO MAX)</b>
<b>5 UTILITY INVENTORY INTERNS</b>	<b>\$108,000 (HOURLY TO MAX)</b>
<b>6 CAD BASE MAP</b>	<b>\$20,000 (HOURLY TO MAX)</b>
<b>7 TRAINING</b>	<b>\$10,960 (HOURLY TO MAX)</b>
<b>8 ON-CALL GIS SUPPORT</b>	<b>*(HOURLY)</b>
<b><u>LICENSES</u></b>	<b><u>*TBD (DIRECT TO VENDORS)</u></b>
<b>TOTAL</b>	<b>\$173,630*</b>

\*Maximum fee does not include On-Call GIS Support and Licenses

**5. Other Modifications to Master Agreement: None**





## SCOPE OF SERVICES: Exhibit A

### PROJECT UNDERSTANDING:

JEO recently assisted the City of Seward to provide GIS services, including departmental interviews, data creation, ArcGIS Online configuration, hardware configuration, and training. Through this project, additional GIS needs were identified to improve daily operations.

### SCOPE OF SERVICES:

#### 1. ARCGIS ONLINE CONFIGURATION

##### 1.1 ArcGIS Online Licenses

1.1.1 Set up additional ArcGIS Online accounts and establish permissions for individual users. The account is valid for one year from the date of purchase by the Owner. Owner is responsible for all initial license fees and renewing account after year one. Listed below is our understanding of Owner's licensing needs.

1.1.1.1 Upgrade existing 2 "Mobile Worker" user types to "Creator" user type – Allows secure, named-user access to view, edit, and author maps and data shared with user, depending on group membership, in both ArcGIS Online, ArcGIS Field Maps, and ArcGIS Pro.

- Current "Mobile Worker" user type = \$385/user/year
- Current "Creator" user type = \$550/user/year

1.1.1.2 Qty. 20 "Viewer" User type – Allows secure access to view maps and data shared with user, depending on group membership.

- Current "Viewer" user type = \$110/user/year

1.2 Develop long-term license management vision for the City.

#### 2. ARCGIS PRO DESKTOP SOFTWARE INSTALLATION

2.1 Coordinate the Installation and configuration of ArcGIS Pro desktop software on one machine.

#### 3. ARCGIS HUB SITES

3.1 Customize Public Hub Site to easily access planning, contour, and city council ward map layers.

3.2 Customize search function in Public Hub Site maps and Internal Hub Site maps to search by Parcel ID, owner names, and Seward County, NE addresses only.

3.3 Add Inspections Dashboards to each respective utility's app gallery in the Internal Hub Site.

#### 4. INSPECTIONS DASHBOARDS

4.1 ArcGIS Online supports custom inspection tables for various utility features. JEO intends to develop a process to build these custom inspection forms with input from utility operators. JEO will develop an online dashboard application that will allow all users to visualize the status of scheduled maintenance tasks. For each utility, designate which assets need inspections and what attributes and attribute values should be collected for each inspection.

4.1.1 Electric

4.1.2 Water

4.1.3 Sewer

4.1.4 Stormwater

4.2 Add necessary fields to layers and set up related tables for inspections for designated assets.

- 4.3 Create and style layers that connect the inspection table data to the asset layers.
- 4.4 Configure Inspections Dashboards for each utility.

## **5. UTILITY INVENTORY INTERNS**

- 5.1 JEO will dedicate two (2) interns during the summers of 2024 and 2025 to assist with field data collection, GIS drafting, and data management from approximately late-May to early-August of 2024 and 2025. The intern duties, Owner and JEO responsibilities, and exclusions are further defined in Exhibit "B."

## **6. CAD BASE MAP**

- 6.1 JEO to continue to update CAD base drawing showing platted subdivisions, blocks, lots, street rights-of-way, and other base information provided by Owner to JEO.
  - 6.1.1 JEO to make all CAD drawings available to City.
  - 6.1.2 JEO to provide up to ten (10) printed wall maps to City.

## **7. TRAINING**

- 7.1 Virtual meeting(s) up to twenty-four (24) hours to provide training on the following:
  - 7.1.1 Updating and overwriting City Limits and Parcels layers in ArcGIS Online (AGO);
  - 7.1.2 Editing zoning and two-mile ETJ layers in ArcGIS Pro; and
  - 7.1.3 Creating and exporting map layouts.
- 7.2 In-person Inspections workflow training up to forty (40) hours with 2 JEO staff members for all departments.
  - 7.2.1 Field Maps and web editing
  - 7.2.2 ArcGIS Pro Desktop Software
  - 7.2.3 Utilizing Inspection Dashboard

## **8. ON-CALL GIS SUPPORT**

- 8.1 Provide hourly GIS support using JEO standard hour rates.
  - 8.1.1 Senior GIS Analyst - \$170/hr
  - 8.1.2 GIS Specialist - \$110/hr
  - 8.1.3 GIS Technician - \$95/hr

## **9. DELIVERABLES**

- 9.1 ArcGIS Online license administration for new user accounts
- 9.2 Chart that illustrates ArcGIS Online permissions based on user type and utility-specific group content
- 9.3 Install and configure ArcGIS Pro
- 9.4 Customized Public GIS Hub Site and Internal GIS Hub Site
- 9.5 An Inspections Dashboard for each department
- 9.6 Dedicated JEO intern resources during summer months of 2024 and 2025
- 9.7 AutoCAD drawing file(s) and printed wall maps
- 9.8 Training
  - 9.8.1 Virtual up to 24 hours
  - 9.8.2 In-person up to 40 hours

## **10. FEE**

- 10.1 JEO proposes to provide the services defined above for the fees defined below:

<i>Task</i>	<i>Fee</i>
<b>1 ARCGIS ONLINE CONFIGURATION</b>	<b>\$ 7,220 (HOURLY TO MAX)</b>
<b>2 ARCGIS PRO DESKTOP SOFTWARE INSTALLATION</b>	<b>\$ 550 (HOURLY TO MAX)</b>
<b>3 ARCGIS HUB SITES</b>	<b>\$ 7,500 (HOURLY TO MAX)</b>
<b>4 INSPECTION DASHBOARDS</b>	<b>\$19,400 (HOURLY TO MAX)</b>
<b>5 UTILITY INVENTORY INTERNS</b>	<b>\$108,000 (HOURLY TO MAX)</b>
<b>6 CAD BASE MAP</b>	<b>\$20,000 (HOURLY TO MAX)</b>
<b>7 TRAINING</b>	<b>\$10,960 (HOURLY TO MAX)</b>
<b>8 ON-CALL GIS SUPPORT</b>	<b>* (HOURLY)</b>
<b><u>LICENSES</u></b>	<b><u>*TBD (DIRECT TO VENDORS)</u></b>
<b>TOTAL</b>	<b>\$173,630*</b>

10.2 The above-mentioned fees include JEO's billable time and overhead expenses including telephone calls, copying, postage, travel, vehicle, fuel, and meals that are included in our hourly rates and fees. Any additional services beyond the Scope of Services will be provided at an agreeable lump sum or hourly rates, only when authorized by the Owner.

10.3 JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.

10.3.1 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).

#### **11. CONTRACT TIME**

11.1 Anticipated Notice to Proceed: April 5, 2024.

11.2 GIS services will be ongoing throughout the duration of the project.

11.3 Training to be performed with required individuals throughout project.

#### **12. OWNER RESPONSIBILITIES**

12.1 The Owner must provide the following to JEO:

12.1.1 Provide a room/location for all project meetings and training throughout the project.

12.1.2 Timely review of documents or requests for information.

#### **13. EXCLUSIONS**

13.1 Training/Help manuals and videos not specifically outlined in scope.

13.2 Additional onsite GIS training and phone support (as directed by City at current hourly rates).

#### **14. GENERAL CONDITIONS**

14.1 Per Master Services Agreement.

## EXHIBIT B

### SCOPE OF SERVICES JEO Project number 210693.01

#### **Project Description as described in Task 5 of Exhibit "A":**

To provide two (2) embedded utility inventory interns to the City of Seward (Owner) to be assigned the tasks of GPS field data collection of City-owned utility assets, drafting of utility system line features, and attribute population of utility asset features.

#### **1. EMBEDDED UTILITY INVENTORY INTERNS**

- 1.1 Provide two (2) utility inventory interns to Owner during the summer months of 2024 and 2025.
- 1.2 JEO will onboard and train interns to complete all GIS related tasks.
  - 1.2.1 JEO to provide a truck, hand tools, high-vis vests, and laptop computers necessary to complete their daily tasks.
  - 1.2.2 Full-time JEO GIS staff to provide periodic check-ins with interns to ensure data collection standards are being met.
- 1.3 Core hours form interns to be from 7:00 A.M. to 3:30 P.M., Monday through Friday of each week, from mid-May to mid-August of 2024 and 2025 (Exact dates to be determined by Owner and JEO).
  - 1.3.1 The utility inventory intern hours are estimated at 40 hours per week for 10 weeks per intern, for a total of 800 hours for the summer of 2024, and again for the summer of 2025. The utility inventory intern rate is \$70/hour per intern.
  - 1.3.2 JEO will not invoice Owner for intern orientation and training, planned or unplanned absences from work, or other intern activities not related to Owner-specific GIS needs.
- 1.4 Owner will prioritize work for embedded utility inventory interns and schedule daily and weekly tasks to be completed.
- 1.5 In the event utility inventory work is not available for the interns, the Owner will provide JEO notice one week prior to temporary suspension of full-time utilization.

#### **2. OWNER RESPONSIBILITY:**

- 2.1 The Owner must provide the following to JEO:
  - 2.1.1 Daily and Weekly prioritization and assignment of intern tasks.
  - 2.1.2 Notice one week prior to temporary suspension of intern utilization.
  - 2.1.3 A professional and safe working environment
    - 2.1.3.1 Assistance with traffic control to collect utility information in high-traffic areas.
    - 2.1.3.2 Communicate specific instructions and procedures for work performed in areas posing unique safety risks.
  - 2.1.4 A secure outdoor location to park a JEO vehicle during the summer of 2024 and the summer of 2025.
  - 2.1.5 Some flexibility with intern schedule to attend JEO intern program meetings or attend to personal matters.

#### **3. EXCLUSIONS:**

- 3.1 Additional services not outlined in above scope of services.
- 3.2 Confined space orientation training for the interns is not included.

4. Consideration of a Change Order (#3) in the Amount of \$24,154.90 with Gehring Construction & Ready Mix Co. for the Izaak Walton-Hwy 15 Improvements Project  
- City Engineer Oneby

**CHANGE ORDER NO.: 3**

Owner: City of Seward  
 Engineer: The Schemmer Associates  
 Contractor: Gehring Construction  
 Project: Izaak Walton Intersection Improvements  
 Contract Name: NA

Owner's Project No.: 09282.001  
 Engineer's Project No.: 09282.001  
 Contractor's Project No.:

Date Issued: 3/27/24

Effective Date of Change Order:  
 Upon Full Execution Below

The Contract is modified as follows upon execution of this Change Order:

Description:

See attached work order #2.

Attachments:

Work order #2

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>850,987.95</u>	Original Contract Times: Substantial Completion: <u>70 days or 3/1/24</u> Ready for final payment: <u>100 days or 3/31/24</u>
Previous Change Orders: #1 #2 SA \$ <u>75,432.00 + 3,895.00 = 930,314.95</u>	Increase from previously approved Change Orders: Substantial Completion: <u>21 days or 3/22/24</u> Ready for final payment: <u>21 days or 4/21/24</u>
Contract Price prior to this Change Order: \$ <u>930,314.95</u>	Contract Times prior to this Change Order: Substantial Completion: <u>91 days or 3/22/24</u> Ready for final payment: <u>121 days or 4/21/24</u>
Increase this Change Order: SA \$ <u><del>3,895.00</del> 24,154.90</u>	Increase this Change Order*: Substantial Completion: <u>NA</u> Ready for final payment: <u>NA</u>
Contract Price incorporating this Change Order: \$ <u>954,469.85</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>91 days or 3/22/24</u> Ready for final payment: <u>121 days or 4/21/24</u>

Recommended by Engineer (if required)

Approved by Contractor:

By: Jonathan Addie

Stephen Anderson

Title: Manager, Construction Administration

Sales

Date: 3/27/24

3-29-24

Authorized by Owner

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_



PROJECT Izaak Walton Intersection Improvements  
 PROJECT NO. 09282.001

**WORK ORDER NO. 2**

CONTRACT DATE: \_\_\_\_\_ DATE: 3/27/24  
 CONTRACTOR: Gehring Construction OWNER: City of Seward

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

Permanent Pavement Markings:

Permanent pavement markings for the project were to be done with paint. This work is being changed to Grooved Polyurea Pavement Marking.

Topsoil Import and Placement:

To improve growing environment for permanent vegetation, the City ordered the import of 466 CY of topsoil from the Hartman borrow source.

The following pay items will be used for this work along with contractor's unit pricing:

Item	Quantity	Unit Price	Extended Price
6" White Permanent Pavement Marking, Polyurea, Grooved	545 LF	\$5.90/LF	\$3,215.50
6" Yellow Permanent Pavement Marking, Polyurea, Grooved	1,754 LF	\$5.90/LF	\$10,348.60
12" White Permanent Pavement Marking, Polyurea, Grooved	26 LF	\$16.75/LF	\$435.50
12" Yellow Permanent Pavement Marking, Polyurea, Grooved	34 LF	\$16.75/LF	\$569.50
Arrow, Polyurea, Grooved	4 EA	\$600.00/EA	\$2,400.00
6" White Permanent Pavement Marking Paint**	-545 LF	\$1.20/LF	-\$654.00
6" Yellow Permanent Pavement Marking Paint**	-1,754 LF	\$1.20/LF	-\$2,104.80
12" White Permanent Pavement Marking Paint**	-26 LF	\$2.50/LF	-\$65.00
12" Yellow Permanent Pavement Marking Paint**	-34 LF	\$2.50/LF	-\$85.00
Arrow, Preformed Pavement Marking, Type 4**	-4 EA	\$750.00/EA	-\$3,000.00
Topsoil, Import and Placement	466 CY	\$28.10/CY	\$13,094.60

\*\* Cancelled Work

*28,100.00*

Acceptance of Work Order	
For the Owner	For the Contractor
Signature:	Signature: <i>Stephen Anderson</i>
Name:	Name: <i>Stephen Anderson</i>
Title:	Title: <i>Sales</i>
Date:	Date: <i>3-29-24</i>

The Schemmer Associates Inc.

1044 N. 115<sup>th</sup> Street, Omaha, Nebraska  
 Phone - (402) 493-4800 Fax - (402) 493-7951

5. Consideration of a Resolution to Adopt a Revised Title VI Implementation Plan and ADA Policy and Assurances for Federally Funded Projects - City Administrator Butcher

**RESOLUTION NO. 2024-12**

**Whereas:** Certain transportation facilities (roads, streets, trails, and others) in the City of Seward have been designated as being eligible for federal funds by the Federal Highway Administration in compliance with federal laws pertaining thereto;

**Whereas:** The City of Seward desires to continue to participate in Federal-Aid transportation construction programs;

**Whereas:** The Nebraska Department of Transportation as a recipient of said Federal funds is charged with oversight of the expenditures of said funds;

**Whereas:** The City of Seward as a sub-recipient of said Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal and State law, the rules and regulations of the Federal Highway Administration, the requirements of the Local Public Agency (LPA) Guidelines Manual of the Nebraska Department of Transportation and the Americans with Disabilities/Section 504 – Civil Rights Policy of the City of Seward; and

**Whereas:** The City of Seward understands that the failure to meet all requirements for federal funding could lead to a project(s) being declared ineligible for federal funds, which could result in the City of Seward being required to repay some or all of the federal funds expended for a project(s).

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

The City of Seward City Council, does hereby adopt and bind itself to comply with all applicable federal law, including the rules and regulations of the Federal Highway Administration, all applicable state law and rules and regulations (Nebraska Administrative Code) and the requirements of the LPA Guidelines Manual of the Nebraska Department of Transportation and the Americans with Disabilities/Section 504 – Civil Rights of the City of Seward, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and the Title VI of the Civil Rights Act of 1964. The City of Seward does hereby adopt the attached policies: City of Seward Title VI Implementation Plan and Nondiscrimination Assurances; and City of Seward ADA Policy and Assurances.

The City of Seward City Council does hereby designate the following as responsible for the management of the Americans with Disabilities/Section 504 – Civil Rights process: City of Seward ADA Coordinator.

The Mayor declared the resolution adopted. Dated this 2<sup>nd</sup> day of April 2024.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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

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

(SEAL)

# City of Seward, Nebraska

---

## Section 504 – Rehabilitation Act of 1973 Americans with Disabilities Act of 1990

### POLICY STATEMENT

The *City of Seward* will ensure that no qualified individual shall, solely on the basis of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any of its programs, services, or activities as provided by Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA). The *City of Seward* further ensures that every effort will be made to provide nondiscrimination in all of its programs or activities regardless of the funding source.

An individual with a disability is defined by the ADA as a person who:

- Has a physical or mental impairment that substantially limits one or more major life activities,
- Has a history or record of such an impairment, or
- Is perceived by others as having such an impairment

### AUTHORITIES

Section 504 of the Rehabilitation Act of 1973, as amended, provides that “No otherwise qualified individual with a disability in the United States, as defined in section 7(20), shall, solely by reason of her or his disability, be excluded for the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

49 CFR Part 27.13 - Designation of responsible employee and adoption of complaint procedures.

- (a) *Designation of responsible employee.* Each recipient shall designate at least one person to coordinate its efforts to comply with this part.
- (b) *Adoption of complaint procedures.* A recipient shall adopt procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by this part and 49 CFR parts 37, 38, and 39. The procedures shall meet the following requirements:
  - (1) The process for filing a complaint, including the name, address, telephone number, and email address of the employee designated under paragraph (a) of this section, must be sufficiently advertised to the public, such as on the recipient's Web site;
  - (2) The procedures must be accessible to and usable by individuals with disabilities;
  - (3) The recipient must promptly communicate its response to the complaint allegations, including its reasons for the response, to the complainant by a means that will result in documentation of the response.

49 CFR Part 28.102 - Enforcement of Nondiscrimination on the Basis of Disability in Programs or Activities Conducted by the Department of Transportation.

This part applies to all programs or activities conducted by the Department except for programs and activities conducted outside the United States that do not involve individuals with disabilities in the United States.

28 CFR Part 35 - Nondiscrimination on the Basis of Disability in State and Local Government Services. The purpose of this part is to implement subtitle A of Title II of the Americans with Disabilities Act of 1990 (ADA Amendments Act) which prohibits discrimination on the basis of disability by public entities.

49 CFR Part 27 - Nondiscrimination on the Basis of Disability in Programs and Activities Receiving Federal Financial Assistance.

The purpose of this part is to carry out the intent of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) as amended, to the end that no otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

49 CFR Part 28-140 - Employment

- (a) No qualified individual with disabilities shall, on the basis of disability, be subjected to discrimination in employment under any program or activity conducted by the Department.
- (b) The definitions, requirements, and procedures of Section 504 of the Rehabilitation Act of 1973 (29 USC 791), as established by the Equal Employment Opportunity Commission in 29 CFR part 1613, shall apply to employment in federally conducted programs or activities.

29 CFR Part 1614.101 – Federal Sector Equal Employment Opportunity.

It is the policy of the Government of the United States to provide equal opportunity in employment for all persons, to prohibit discrimination in employment because of race, color, religion, sex, national origin, age, disability, or genetic information and to promote the full realization of equal employment opportunity through a continuing affirmative program in each agency.

42 USC Part 12101-12213 - The Americans with Disabilities Act of 1990.

No covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

#### **ADA Coordinator**

*Seward City Administrator  
537 Main Street  
Seward, NE 68434  
Phone: 402-643-2928  
Email: [info@cityofsewardne.gov](mailto:info@cityofsewardne.gov)*

#### **SECTION 504/ADA COORDINATOR RESPONSIBILITIES**

- The coordinator will make sure the Self-Evaluation and Transition Plan are completed and that recommendations are implemented.

- The coordinator will draft a Notice of Nondiscrimination and ensure that it is posted regularly.
- The coordinator will develop a grievance procedure and ensure that it is made available to the public and employees.
- The coordinator will receive and investigate grievances on city programs, services, and employment practices.
- The coordinator will help organize training activities on Section 504 and the ADA.
- The coordinator shall monitor and prevent potential discrimination acts.
- The coordinator shall keep up to date on 504/ADA regulations.

**SECTION 504/ADA NOTICE TO PUBLIC** (sample below)

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Seward will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities.

The City of Seward does not discriminate on the basis of disability on the basis of disability in its hiring or employment practices and complies with the ADA Title I employment regulations.

The City of Seward will, upon request, provide auxiliary aids and services leading to effective communication for people with disabilities, including qualified sign language interpreters, assistive listening devices, documents in Braille, and other ways of making communications accessible to people who have speech, hearing, or vision impairments.

The City of Seward will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in City of Seward offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City of Seward should contact the City of Seward's ADA Coordinator as soon as possible, but no later than 48 hours before the scheduled event.

Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator:

Contact Information:

Greg Butcher, City Administrator  
 402-643-2928  
 537 Main Street, Seward, NE 68434  
 M-F, 8A – 4P

**SECTION 504/ADA SELF-EVALUATION**

The City of Seward is in the process of completing a Self-Evaluation questionnaire to assist in the review of City programs, policies, and procedures by 9/1/24. This questionnaire and its results will constitute the City of Seward Self-Evaluation. The Self-Evaluation questions are organized into five areas:

- 1) Program Policy and Procedures;

- 2) Employment;
- 3) Effective Communication;
- 4) Notice of Nondiscrimination;
- 5) Grievance Procedure. Mark Yes, No, or NA for each question.

## **SECTION 504/ADA TRANSITION PLAN**

Under the ADA, Title II, the City of Seward having 50 or more employees shall have a written Transition Plan. The Transition Plan will begin with conducting a walk-through of all facilities that offer programs, services and activities. Facilities include buildings, playgrounds, parks, etc. The purpose of the walk-through is to identify all physical (structural) barriers that limit or prevent access to programs, services, and activities. After all barriers are identified, an evaluation is conducted to identify those which can be overcome through non-structural changes. These barriers and changes shall be noted and with a record kept as to identify as alternatives to structural changes. For each facility needing structural changes to overcome structural barriers to permit access to programs, services, and activities a Transition Plan will be written. The required information shall be noted on the ADA/504 Transition Plan Outline and Accessibility Check list.

Under the ADA, the City of Seward is responsible for or has authority over streets, roads, and walkways, the Transition Plan shall include a schedule for providing curb ramps or other sloped areas where pedestrians walk across curbs. When developing the schedule, the City will develop a priority list with consideration of the following factors: government offices and facilities; transportation; places of public accommodation; and employees, followed by walkways serving other areas. The City is expected to complete the Transition Plan by December 31, 2024.

## **COMPLAINT PROCEDURES**

The following grievance procedure is established to meet the requirements of Section 504 of the Rehabilitation Act as amended and the Americans with Disabilities Act of 1990 (ADA).

According to these laws, the City of Seward certifies that all citizens shall have the right to submit a grievance on the basis of disability in policies or practices regarding employment, services, activities, facilities, or benefits provided by City of Seward. When filing a grievance, citizens must provide detailed information to allow an investigation, including the date, location and description of the problem. The grievance must be in writing and must include the name, address, and telephone number of the complainant. *Upon request, alternative means of filing complaints, such as personal interviews or a tape recording, will be made available for individuals with disabilities upon request.* The complaint should be submitted by the complainant or his/her designee as soon as possible, but no later than 90 days after the alleged violation. Complaints must be signed and sent to:

City of Seward – City Administrator  
PO Box 38  
Seward, NE 68434

Within 15 calendar days after receiving the complaint, The 504/ADA Coordinator will meet with the complainant to discuss the complaint and possible resolution. Within 15 calendar days after the meeting the 504/ADA Coordinator will respond in writing. Where appropriate, the response shall be in a format accessible to the complainant (such as large print or audio tape). The response will explain the position of City of Seward and offer options for resolving the complaint. If the response by the ADA Coordinator does not satisfactorily resolve the issue, the complainant or his/her designee may appeal the decision of the 504/ADA coordinator. Appeals must be made within 15 calendar days after receipt of the response. Appeals must be directed to the chief elected official or his or her designee.

Within 15 calendar days after receiving the appeal, the chief elected official or his or her designee will meet with the complainant to discuss the complaint and to discuss possible resolutions. Within 15 calendar days after the meeting, the chief elected official or his or her designee will provide a response in writing. Where appropriate, the response shall be in a format accessible to the complainant. The response shall be accompanied by a final resolution of the complaint. The 504/ADA Coordinator shall maintain the files and records of the City of Seward pertaining to the complaints filed for a period of three years after the grant is closed out.

## **REASONABLE ACCOMMODATION PROCEDURES**

The City of Seward in accordance with the adopted Section 504/ADA Policy shall not deny the benefits of its programs, activities, services to individuals with disabilities because its facilities are inaccessible. When viewed in their entirety, the City of Seward services, programs, or activities, shall be accessible to and usable by individuals with disabilities. The goal of the City of Seward is to meet the standard known as "Program Accessibility." This standard applies to all existing facilities (buildings, parks, etc.) of the City of Seward. However, the City of Seward is not necessarily required to make each of their facilities accessible. In many cases, providing access through structural changes may be the most effective way of providing program access. BUT, program accessibility may be provided in ways other than structural modifications. When choosing a method for providing program access, the City of Seward must give priority to the method that results in the most integrated setting appropriate to encourage interaction among all users, including individuals with disabilities.

The 504/ADA Coordinator may request medical documentation only when the individual's need for accommodations is not apparent and there is not other medical information already on record which demonstrates that need. Failure to provide this information may result in denial of the accommodation request. Once it has been determined that the request is for a reasonable accommodation, the City Officials shall respond quickly. This procedure shall include (1) an analysis of the individual's particular request or employee's job to determine its purpose and essential functions, (2) a consultation with the individual or employee to ascertain the precise limitations or job-related limitations imposed by the individual's disability and how those limitations could be overcome with reasonable accommodation, (3) an identification of potential accommodations and in conjunction with the individual, an assessment of the effectiveness of those accommodations in enabling the employee to perform the essential functions of the job or of the individual performing their essential functions, (4) consideration of the preference of the employee and selection and implementation of the accommodation that is appropriate for the employee and employer and consideration of the individual's needs if requested by an individual; and (5) the overall needs of the office. The accommodation need not be the costliest solution, nor must it be exactly what the individual requests, but it must be effective.

Should a request for reasonable accommodation be denied, it must be in writing and outline the reasons for the denial by using Department of Justice form 100C. The official denying the request also must inform the individual of the right to any available informal dispute resolution avenues. All requests for accommodation, along with any medical or documentation provided, shall be kept in file. The 504/ADA Coordinator shall maintain the files after the decision maker makes a final determination on the request. Access to these files shall be limited to those with an identifiable need to review the information.

## **INFORMATION OF ACCESSIBLE FACILITIES AND PROGRAMS**

The City of Seward will, upon request, provide auxiliary aids and services leading to effective communication for people with disabilities, including qualified sign language interpreters, assistive listening devices, documents in Braille and other ways of making communications accessible to people who have speech, hearing or vision impairments. Individuals shall make written requests to the 504/ADA Coordinator – City Administrator, 537 Main Street, Seward, Nebraska 68434, telephone (402) 643-2928. The request may be made by a family member, health professional, or other representative acting on the individual's behalf with the individual's consent.

## **ASSURANCES**

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the **(name of LPA)**, desiring to avail itself of federal financial assistance from the US Department of Transportation, hereby gives assurance that no qualified person shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The *City of Seward* further assures that its programs will be conducted, and its facilities operated, in compliance with all requirements imposed by or pursuant to 49 CFR Part 27, 28 CFR Part 35 and 42 USC 12101-12213.

---

*Signature of Responsible Agency Official*

---

*Name and Title of Responsible Agency Official (please print)*

---

*Date*

# City of Seward, Nebraska - Title VI Implementation Plan

## Policy Statement

In accordance with Title VI of the Civil Rights Act of 1964 and related statutes, the City of Seward ensures that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits or services of, or be otherwise subjected to discrimination in all programs, services, or activities administered by the City of Seward.

---

Signature of Responsible Agency Official

---

Name and Title of Responsible Agency Official (please print)

---

Date

**City of Seward**  
**Title VI Nondiscrimination Assurances**

**DOT Order No. 1050.2A**

The **City of Seward** (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT) through Federal Highway Administration and Nebraska Department of Transportation, is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964)

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

**Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient hereby gives the following Assurances with respect to its Federal-Aid Highway Program:

1. The Recipient agrees that each "activity," "facility," or "program" as defined in §§ 21.23(b) and 21.23(e) of 49 CFR § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and Regulations made in connection with all Federal Aid Highway Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The City of Seward, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contact entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Act and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, or similar instruments entered into by the Recipient with other parties:
  - (a) for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - (b) for the construction or use of, or access to, space on, over, or under real property acquired, or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

By signing this ASSURANCE, **City of Seward** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing Federal Highway Administration or Nebraska Department of Transportation access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Federal Highway Administration or Nebraska Department of Transportation. You must keep records, reports, and submit the material for review upon request to *Federal Highway Administration, Nebraska Department of Transportation*, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The **City of Seward** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Highway Administration and Nebraska Department of Transportation. This ASSURANCE is binding on Nebraska, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal Aid Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

---

Signature of Responsible Agency Official

---

Name and Title of Responsible Agency Official (please print)

---

Date

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, or the Nebraska Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the Federal Highway Administration, or Nebraska Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration or Nebraska Department of Transportation may determine to be appropriate, including, but not limited to:
  - (a.) withholding payments to the contractor under the contract until the contractor complies; and/or
  - (b.) cancelling, terminating, or suspending a contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient, the Federal Highway Administration, or Nebraska Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that, if the contractor becomes involved in, or is threatened with litigation with a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses shall be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW, THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the *City of Seward* will accept title to the lands and maintain the project constructed thereon, in accordance with all applicable federal statutes, the Regulations for the Administration of the *Federal-Aid Highway Program* and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *City of Seward* all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto *City of Seward* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *City of Seward*, its successors and assigns.

The *City of Seward*, in consideration or the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the *City of Seward* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in all deeds, licenses, leases, permits, or similar instruments entered into by the *City of Seward* pursuant to the provisions of Assurance 7(a).

- A. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the *City of Seward* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *City of Seward* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities shall there upon revert to and vest in and become the absolute property of the *City of Seward* and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **City of Seward** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, **City of Seward** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the **City of Seward** will there upon revert to and vest in and become the absolute property of the **City of Seward** and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

## Organization and Staffing

Pursuant to 23 CFR 200, the **City of Seward** has appointed a Title VI Coordinator who is responsible for the **City of Seward's** Title VI Program. The Title VI Coordinator is designated as follows:

Seward City Administrator  
537 Main Street  
Seward, NE 68434  
Phone: 402-643-2928  
Email: info@cityofsewardne.gov

## Implementation Procedures

This document shall serve as the Local Public Agency's (hereinafter referred to as the LPA) Title VI Plan pursuant to 23 CFR 200 and 49 CFR 21. For the purposes of this Title VI Implementation Plan, "Federal Assistance" shall include:

- 1) grants and loans of Federal funds,
- 2) the grant or donation of Federal property and interest in property,
- 3) the detail of Federal personnel,
- 4) the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA, and
- 5) any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The LPA shall:

- a) Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the general public. Such information shall be published where appropriate in languages other than English.
- b) Take affirmative action to correct any deficiencies found by the Federal Highway Administration, Nebraska Department of Transportation, or the U.S. Department of Transportation within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
- c) Designate a coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
- d) Develop and implement a community outreach and public education program.
- e) Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, will be forwarded to NDOT's Highway Civil Rights Manager within 10 days of the date the complaint was received by the LPA.
- f) Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the LPA.

- g) Conduct Title VI reviews of the LPA and subrecipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
- h) Conduct training programs on Title VI and related statutes.
- i) Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.
  - 1) Annual Work Plan
    - Outline Title VI monitoring and review activities planned for the coming year; identify which activities will be accomplished and target date for completion.
  - 2) Accomplishment Report
    - List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified, and discrimination was prevented. Indicate activities and efforts the Title VI Coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Coordinator.
    - List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against sub-recipients, as well as a summary of complaint and actions taken.

## **Discrimination Complaint Procedures – Allegations of Discrimination in Federally Assisted Programs or Activities**

1. Any person or any specific class of persons, by themselves or by a representative, that believe they have been subjected to discrimination or retaliation prohibited by Title VI of the Civil Rights Act of 1964 and related statutes may file a complaint with the LPA. All complaints will be referred to the LPA's Title VI Coordinator for review and action.
2. Complaints must be filed within 180 days of the last date of alleged discrimination. The filing date of the complaint is the earlier of: (1) the postmark of the complaint, or (2) the date the complaint is received by any office authorized to receive complaints.

In either case, the LPA or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints should be in writing and signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the LPA's investigative procedures.
4. Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of procedures to be followed, and advise the complainant of other avenues of redress available, such as NDOT, FHWA, and U.S. DOT.
5. The LPA will advise the NDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification:
  - a) Name, address, and phone number of the complainant;
  - b) A written explanation of what has happened;
  - c) The basis of the complaint (i.e., race, color, national origin);
  - d) The identification for the respondent, e.g. agency/organization alleged to have discriminated;
  - e) The date(s) of the alleged discriminatory act(s);
  - f) The date of complaint received by the LPA;
  - g) Other agencies (state, local or Federal) where the complaint has been filed; and,
  - h) An explanation of the actions the LPA has taken or proposed to resolve the issue raised in the complaint.
6. NDOT will forward the complaint to the FHWA. The FHWA Office of Civil Rights will determine the appropriate individual and/or organization to conduct the investigation.
7. Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the LPA. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
8. Within 90 days of receipt of the complaint, the head of the LPA will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with NDOT, or U.S. DOT, if they are dissatisfied with the final decision rendered by the LPA. The Title VI Coordinator will also provide NDOT with a copy of this decision and summary of findings upon completion of the investigation.
9. Any complaints received against the LPA should immediately be forwarded to NDOT for investigation. The LPA will not investigate any complaint in which it has been named in the complaint.

10. Contacts for Title VI administrative jurisdictions are as follows:

Nebraska Department of Transportation  
NDOT Civil Rights Office, Title VI Program  
P.O. Box 94759  
Lincoln, NE 68509-4759  
(402) 479-4544

Federal Highway Administration  
Nebraska Division Office  
100 Centennial Mall North  
Lincoln, NE 68508  
(402) 437-5765

6. Items Related to the Purchase of a Mower at the Seward Community Golf Course -  
City Administrator Butcher
  - A. Consideration of an Ordinance Approving a Lease-Purchase Agreement with  
Jones Bank for the Financing of a Greensmaster TriFlex 3300 Hydraulic Mower

**ORDINANCE NO. 2024-6**

AN ORDINANCE AUTHORIZING A LEASE-PURCHASE AGREEMENT RELATING TO THE PURCHASE OF EQUIPMENT FOR USE BY THE CITY OF SEWARD, NEBRASKA; AUTHORIZING THE EXECUTION OF DOCUMENTS WITH RESPECT TO SAID LEASE-PURCHASE AGREEMENT AND PROVIDING FOR THE PUBLISHING OF THIS ORDINANCE

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

Section 1. The Mayor and City Council hereby approve the acquisition of the following piece of equipment (referred to hereinafter as the "Equipment"): Greensmaster TriFlex 3300 Hydraulic mower with attachments. The Mayor and City Council also hereby approve financing for the acquisition of the Equipment over a period of years through a lease-purchase agreement pursuant to Section 19-2421, R.R.S. Nebraska 2012. Jones Bank (the "Bank") has offered to assist the City and has proposed entering into a Lease-Purchase Agreement in the form presented to the Council at this meeting.

Section 2. The terms of the Lease-Purchase Agreement with the Bank whereby the Bank is leasing to the City such equipment, as set forth in the form presented to this meeting, are hereby approved.

Section 3. The actions of the Mayor, City Clerk and City Treasurer and such other officers as may be required, in executing and delivering on behalf of the City of Seward, said Lease-Purchase Agreement, are hereby ratified and approved and said officers are authorized to do all other things necessary or appropriate to enter into and carry out said Lease-Purchase Agreement.

Section 4. The Mayor and Council do further state that it is the intent that the Equipment shall be used for public purposes of the City and that the amount of basic rent due under said lease-purchase agreement attributable to interest which shall be paid over the term of said agreement shall be excludable from the gross income of the registered holder of the lease under the federal income tax by virtue of Section 103(a) of the Internal Revenue Code of 1986, as amended, and sections related thereto, and the Mayor, Clerk and Treasurer of the City are hereby authorized to take all actions necessary and appropriate to carry out said intention. The City hereby designates said lease-purchase agreement as one of its "qualified tax-exempt obligations," pursuant to Sections 165(b)(3)(B)(i)(iii) of said Code and covenants and warrants that it has not and will not issue tax-exempt obligations in the calendar year of the purchase in an amount in excess of \$10,000,000.

Section 5. This ordinance shall be published in pamphlet form in the manner required by law and shall be in force and effect from and after its passage and publication as approved by law and City ordinance.

PASSED AND APPROVED this 2nd day of April, 2024.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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

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

(SEAL)

B. Consideration of a Lease-Purchase Agreement with Jones Bank for the Purchase of a Greensmaster TriFlex 3300 Hydraulic Mower and Appointment of the Mayor and Council as Purchasing Agent

**LEASE-PURCHASE AGREEMENT**

This Lease-Purchase Agreement made and entered into as of the 10<sup>th</sup> day of April, 2024 (the “Agreement”) by and between Jones Bank, Seward, Nebraska (the “Lessor”), and the City of Seward, Nebraska (the “Lessee” or “City”):

WITNESSETH:

That the City is a political subdivision of the State of Nebraska with full and lawful power and authority to enter into this Agreement as a Lease-Purchase Agreement pursuant to the authority granted by Section 19-2421, R.R.S. Neb. 2012.

That the Lessee has found it necessary and desirable to acquire a **Greensmaster TriFlex 3300 Hydraulic Mower** (the “Equipment”) for lawful municipal purposes; that Lessee has determined that not less than **\$59,810.52** of the amount anticipated to be required for the acquisition of such equipment should be paid by the Lessee over a period of five (5) years and Lessor is willing to be paid by Lessee over a period of five (5) years and Lessor is willing to acquire, with the Lessee acting as its purchasing agent, the Equipment and lease the same to the City over such period of years for the rentals herein specified upon the terms and conditions set forth herein.

WHEREFORE, IN CONSIDERATION of the premises and the mutual covenants and agreements therein set forth, Lessor and Lessee do hereby covenant and agree as follows:

**Registration:**

<u>Name of Registered Owner</u>	<u>Date of Registration</u>	<u>Signature of Treasurer as Registrar</u>
Jones Bank	April 10, 2024	_____

**ARTICLE I  
DEFINITIONS**

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless the context or use indicates another or different meaning or intent:

“Agreement” - This Lease-Purchase Agreement and any amendments hereto.

“Acquisition Deposit” - The sum of \$59,810.52 to be advanced by Lessor and deposited with the City Treasurer to pay for the Equipment defined herein.

“Equipment” – A Greensmaster TriFlex 3300 Hydraulic Mower and related equipment.

ARTICLE II  
GRANTING OF  
LEASEHOLD/TITLE TO EQUIPMENT

Section 2.1. Lessor hereby leases to City and City hereby leases the Equipment from Lessor upon and subject to the terms and conditions herein set forth. The term of this Agreement shall commence on April 10, 2024, and shall end on April 30, 2029.

Section 2.2. If, on or before April 30, 2029, City shall have paid in full all lease-purchase rental obligations as provided for and described in Article III hereof, the Equipment shall automatically become the sole property of City without any further act by Lessor or City.

Section 2.3. Lessor agrees that for insurance and administrative purposes, Lessee shall title the equipment in the name of the City of Seward, however both parties to the agreement stipulate that both legal and equitable title shall rest in Lessor until all conditions of the agreement are satisfied.

ARTICLE III  
LEASE-PURCHASE RENTALS

Section 3.1. City desires to pay \$59,810.52 of said contract sum in the form of lease-purchase rentals due for the Equipment over a period of five (5) years with principal payments falling due and bearing interest at 5.03% per annum as shown below. Lessor agrees to such payment terms. City agrees to pay basic lease-purchase rentals in accordance with the foregoing as follows:

<u>Payment Date</u>	<u>Total Payment</u>	<u>Principal Due</u>	<u>Interest Due</u>
10/30/2024	\$6,871.15	\$5,166.36	\$1,704.79
4/30/2025	\$6,871.15	\$5,489.22	\$1,381.93
10/30/2025	\$6,871.15	\$5,607.44	\$1,263.71
4/30/2026	\$6,871.15	\$5,899.93	\$1,101.30
10/30/2026	\$6,871.15	\$6,064.98	\$ 971.22
4/30/2027	\$6,871.15	\$6,207.54	\$ 806.17
10/30/2027	\$6,871.15	\$6,204.62	\$ 663.61
4/30/2028	\$6,871.15	\$6,372.61	\$ 498.54
10/30/2028	\$6,871.15	\$6,530.96	\$ 340.19
4/30/2029	\$6,871.11	\$6,701.63	\$ 169.48

Lessor and Lessee hereby acknowledge and agree that the foregoing schedule represents principal payments on \$59,510.52 of the contract sum in accordance with the schedule set forth above.

Section 3.2. City agrees to pay as additional lease-purchase rentals the following:

- A. any taxes on the Equipment which become due or payable as assessed during the term of this Agreement and any other governmental charges or impositions of any sort whatsoever, foreseen or unforeseen;
- B. any and all taxes which may be incurred by Lessor relating to or by virtue of the ownership interest of either thereof in the Equipment and any and all costs incurred by Lessor in preserving its ownership interest in the Equipment free and clear from all encumbrances other than those created pursuant to this Agreement, including legal expenses; and
- C. all costs, expenses, liabilities, obligations and other payments which City has agreed to pay or assume under the provisions of this Agreement.

Section 3.3. Payments of basic rent shall be made to Lessor by City remitting the same directly to Lessor. Payments of additional rent specified in Section 3.2 hereof shall be made by City remitting the same directly to the respective payees.

Section 3.4. The City shall have the right to make prepayment of the principal installments due hereunder at any time in whole, provided that at the time of such prepayment all accrued but unpaid interest on each installment is paid in full. The City may also make prepayments in part of the principal installments due hereunder at any time, provided that all accrued but unpaid interest attributable to such prepaid increment of principal shall also be paid in full at the time of such prepayment. Any such partial prepayment shall be applied first to the last installment or installments of the lease-purchase rental payments falling due after such prepayment shall be reduced in an amount equal to the interest attributable to the amount of principal prepaid.

#### ARTICLE IV ACQUISITION DEPOSIT

Section 4.1. Upon execution of this Agreement, Lessor shall make the Acquisition Deposit to the City Treasurer in the amount of \$59,810.52. The Acquisition Deposit shall be for the purpose of providing monies to enable the City to acquire the Equipment. The City may combine the Acquisition Deposit with other funds of the City but shall use all of such monies exclusively to pay for the acquisition of the Equipment. The monies held in the Acquisition Fund shall be fully insured by insurance of the Federal Deposit Insurance Corporation or fully collateralized in the manner required by law for deposits of funds of a City.

Section 4.2. Any dispute with the warrantor retained by the City concerning the Equipment may be adjusted and settled by City and such warrantor without the involvement of Lessor so long as such adjustments and settlements do not result in any reduction or modification of the rental due hereunder or affect the other rights of Lessor provided for hereunder. City shall be liable and make payment to such vendor and all other persons for any judgment, claim or liability in connection with the Equipment in excess of the Acquisition Deposit.

Section 4.3. This Agreement shall not be amended or rescinded without the written consent of Lessor except that the warrantor and City may alter or change provisions of the acquisition to provide for changes or modifications in the equipment provided that any additional costs related to such changes shall be borne by City to the extent that there are not monies in the Acquisition Deposit available for such purpose.

#### ARTICLE V COVENANTS OF CITY

Section 5.1. City covenants that it is a duly existing City of the First Class of the State of Nebraska with full and lawful power and authority to enter into this Agreement as a lease-purchase agreement pursuant to Section 19-2421, R.R.S. Neb. 2012, and that it has taken all actions necessary to validly enter into this Agreement.

Section 5.2. Lessee covenants that the lease-purchase rentals payable under this Agreement do not exceed any limitation imposed by law.

Section 5.3. Until the lease-purchase rentals due hereunder are fully paid, City covenants and agrees to make and continue to make for so long as permitted by law an annual levy on the taxable property in the City, within all statutory limits, which will be sufficient, along with any other funds available for the purpose, to enable City to pay all basic and additional rent as and when the same become due, and to take all action required to provide funds to make rental payments as herein required.

Section 5.4. City covenants and agrees that it will observe all budget and spending limitations now or hereafter imposed by law in such a manner that a sufficient portion of its tax levy or other monies shall be lawfully available to pay all rentals due under this Agreement.

#### ARTICLE VI REPAIRS, MAINTENANCE AND ALTERATIONS

Section 6.1. City shall keep the Equipment in good condition and repair.

Section 6.2. City shall have the right, at its own expense, to make additions, alterations and changes in or to the Equipment. All alterations, additions and improvements to the Equipment shall be deemed a part of the Equipment subject to this agreement, and, upon final payment of all rental obligations under this Agreement, shall become the property of City pursuant to the provisions of Article I of this Agreement as a part of the Equipment.

Section 6.3. It is the intention of the parties hereto that this Agreement shall be construed as a net lease-purchase agreement and that Lessor shall have no obligation for any costs related to the Equipment in excess of monies held in the Acquisition Deposit.

Section 6.4. CITY HEREBY EXPRESSLY AGREES THAT LESSOR SHALL NOT BE LIABLE FOR ANY DEFECT IN THE EQUIPMENT OR IN THE ASSEMBLY THEREOF AND THAT LESSOR HAS MADE NO WARRANTIES, EXPRESS OR IMPLIED WITH

RESPECT TO THE EQUIPMENT OR THE ACQUISITION THEREOF AND SHALL NOT BE HELD RESPONSIBLE BY CITY BY SET-OFF, ABATEMENT OR OTHERWISE FOR ANY WARRANTIES OR OTHER LIABILITIES ON THE PART OF ANY VENDOR WITH RESPECT TO THE EQUIPMENT. CITY AGREES THAT ALL RENTALS PAYABLE HEREUNDER SHALL BE AND REMAIN PAYABLE HEREUNDER WITHOUT REGARD TO ANY DEFECT IN THE EQUIPMENT OR ANY PART THEREOF.

ARTICLE VII  
INSURANCE

Section 7.1. Through the term of this Agreement, City shall, at City's expense, keep the Equipment insured or cause the Equipment to be kept insured against loss or damage by fire and extended coverage perils in an amount not less than the full replacement value thereof, with such insurance to be under policies issued by responsible insurers authorized to do business in the State of Nebraska; provided, however, that such insurance policy or policies may provide that no payment shall be made thereon for any claims thereunder of less than \$1,000. Such insurance policies shall name Lessor and City as insureds as their respective interests may appear, but so long as the City is not in default hereunder, any loss shall be adjusted by and be paid to the City.

Section 7.2. Upon occurrence of any damage covered by the insurance required by Section 7.1 hereof, the proceeds of such insurance shall be used to repair or replace the Equipment as may be determined upon by City. City agrees that if the available proceeds of insurance are insufficient to fully restore the Equipment to the condition existing prior to the loss, such insufficiency shall not constitute any default of Lessor or Lessor shall have no responsibility to provide funds for such purpose beyond the funds available from such insurance, and further that such insufficiency shall not relieve City of the responsibility for payment of all lease-purchase rentals provided for herein.

ARTICLE VIII  
INSPECTION OF EQUIPMENT BY LESSOR

City shall permit Lessor to inspect the Equipment during usual business hours for purposes of inspections which may be reasonably necessary for the protection of the Lessor's interest in the Equipment.

ARTICLE IX  
USE OF EQUIPMENT

City shall, during the term of this Agreement, promptly comply with all valid statutes, laws, ordinance, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Equipment as to the manner or use or the condition of the Equipment. City covenants that the Equipment is for the exclusive use of the City.

ARTICLE X  
INDEMNIFICATION OF LESSOR

City shall indemnify and save Lessor harmless against and from all claims by or on behalf of any person, firm, or corporation arising from the Lessor's acquisition and ownership of any interest in the Equipment, including but not limited to:

- A. any condition of the Equipment;
- B. any breach or default on the part of City in the performance of any of its obligations under this Agreement;
- C. any act or negligence of City or of its officers, agents, contractors, servants, employees, or licensees; or
- D. any accident, injury or death of any person or damage to any property occurring as a result of any condition or use of the Equipment.

City shall indemnify and save Lessor harmless from and against all costs and expenses incurred in or in connection with such claim arising as aforesaid; or in connection with any action or proceedings brought thereon, and upon notice from Lessor, City shall defend the Lessor in any such action or proceedings brought thereon, and upon notice from Lessor, City shall defend the Assignee in any such action or proceeding. In addition to the foregoing and notwithstanding anything contained in this Agreement which might be construed to the contrary, City covenants and agrees to indemnify and save Lessor harmless, to the extent permitted by law, with respect to any pecuniary liability to which it might become subject as a consequence of the performance by it or City of any act in compliance with the terms and provisions of this Agreement.

ARTICLE XI  
LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS

If City shall fail to keep or perform any of its obligations as provided in this Agreement, then Lessor may (but shall not be obligated to do so) upon the continuance of such failure on City's part for thirty (30) days after written notice to the City and without waiving or releasing the City from any obligation, as an additional but not exclusive remedy, make any payment or perform any obligation, and all sums paid by Lessor in performing such obligation shall be deemed additional rent and shall be paid to Lessor on demand, or, at Lessor's option, may be added to any installment of basic rent thereafter falling due, and if not so paid by the City, Lessor shall have the same rights and remedies as in the case of default by the City in the payment of basic rent.

ARTICLE XII  
DAMAGE OR DESTRUCTION

Section 12.1. If the Equipment shall be damaged from any cause whatsoever, City shall, at City's expense, promptly and with reasonable diligence proceed to repair, replace or reconstruct the Equipment to the extent required so that, in the judgment of City, the Equipment shall be suitable for use for its purposes. Insurance money may be used for such repair, replacement or reconstruction as provided in Article VII hereof.

Section 12.2. No damage to or destruction of the Equipment or any part thereof from any cause whatsoever shall reduce or affect City's obligation to pay basic and additional rental as provided in this Agreement.

ARTICLE XIII  
ASSIGNMENTS AND SUB-LEASES

City may not assign its rights under this Agreement or sublet the Equipment or any part thereof. Lessor may at any time by notice in writing to City assign and transfer its rights under this Agreement upon presentation and surrender of this Agreement to the City's Treasurer as provided in Section 15.3 of Article XV hereof.

ARTICLE XIV  
DEFAULT PROVISIONS

This Agreement is made on condition that if:

- A. City defaults in the due and punctual payments of basic rent or additional rent and such default continues for a period of thirty (30) days after City's receipt of notice of such nonpayment from Lessor; or
- B. City defaults in the performance of any other covenants or obligations herein performed, and City fails to remedy the same within sixty (60) days after Lessor has given City written notice specifying such default (or within such additional period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within said 60-day period because of any cause beyond the control of the City);

then Lessor may, at Lessor's election, then or at any time thereafter while such event of default shall continue, give City written notice of intention to terminate this Agreement, and the term herein provided for on a date specified therein, which date shall not be earlier than thirty (30) days after such notice is given, and if all defaults have not been cured on the date so specified, then City's rights to possession of the Equipment shall cease and the term hereof and this Agreement shall thereupon be terminated, and Lessor may take full possession of the Equipment and may take such actions deemed appropriate by it to recover the balance of all sums due and owing to the Lessor under the terms of this Agreement, including any legal expenses incurred by Lessor in connection with enforcing its rights hereunder, and the remaining balance of rentals due under this Lease-Purchase Agreement and may hold City liable for any deficiency, to the extent permitted by law. City covenants that there shall be no owner or encumbrancer other than City itself to whom Lessor may be liable for reimbursement for any such damage to the Equipment and, in the event that Lessor should be liable for any such reimbursement to other encumbrancers, City shall hold Lessor harmless from such liability and any and all expenses of Lessor with respect to such liability. In addition, the Lessor shall have all rights and remedies of a secured party under the Nebraska Uniform Commercial Code with respect to the Equipment or any part thereof. Anything in this Agreement to the contrary notwithstanding, the remedies

available to Lessor relating to repossession as described above shall not be construed to preclude direct enforcement by legal proceedings of City's obligation to pay basic rent and additional rent hereunder and the above described remedies of repossession shall be construed as merely supplemental to such direct enforcement of City's obligation to pay basic rent by legal proceedings.

ARTICLE XV  
MISCELLANEOUS

Section 15.1. Lessor and City shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of any adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. The specific remedies provided for in this Agreement are cumulative and not exclusive of any other remedy. The failure of any part or Lessor to insist in any one or more cases upon strict performance shall not be construed as a waiver or relinquishment for the future. No acceptance of rent with knowledge of any default shall be deemed a waiver of such default.

Section 15.2. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case, for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative and unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained, invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Agreement contained shall not affect the remaining portions of this Agreement or any part hereof.

Section 15.3. This Agreement shall constitute an obligation of the City in registered form and shall be initially registered by the Treasurer of the City in the name of Lessor. Any subsequent transfer or assignment of this obligation or the rights to payment hereunder shall be made only with the written consent of City and only upon presentation of the original copy of this Agreement delivered to Lessor for notation of registration of transfer upon such copy and any such transfer shall also be noted upon separate books of record kept by said Treasurer.

IN WITNESS WHEREOF, Jones Bank, Seward, Nebraska, as Lessor, has caused this Agreement to be signed in its name and behalf by its authorized officer, and the City of Seward, in the County of Seward, in the State of Nebraska, as Lessee, has caused this Agreement to be signed in its name and behalf by the Mayor and Clerk, this Agreement to be effective as of April 10, 2024, regardless of the actual date of execution.

JONES BANK, Seward, Nebraska

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF SEWARD, IN THE COUNTY OF SEWARD, IN THE STATE OF NEBRASKA

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

(S E A L)

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF SEWARD    )

I, the undersigned, Notary Public in and for said County in said State, do hereby certify that \_\_\_\_\_, as the duly authorized officer of Jones Bank, Seward, Nebraska, signed the foregoing Agreement and is known to me has acknowledged before me on this date that his/her execution of said Agreement was his/her voluntary and authorized act and deed on behalf of the said Bank.

WITNESS my hand and seal this \_\_\_\_ day of April, 2024.

\_\_\_\_\_  
Notary Public

(S E A L)

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF SEWARD    )

I, the undersigned, Notary Public in and for said County in said State, do hereby certify that Joshua Eickmeier and Derek Bargmann whose names as Mayor and Clerk of the City of Seward, in the County of Seward, in the State of Nebraska, are signed to the foregoing Agreement and who are each known to me as such officers, acknowledged before me on this date that their execution of said Agreement was their voluntary act and deed as such officers.

WITNESS my hand and seal this \_\_\_\_ day of April, 2024.

\_\_\_\_\_  
Notary Public

(S E A L)

CERTIFICATE OF MAYOR AND CLERK  
OF THE CITY OF SEWARD,  
IN THE COUNTY OF SEWARD,  
IN THE STATE OF NEBRASKA

Joshua Eickmeier and Derek Bargmann hereby certify that they are the Mayor and Clerk respectively, of the City of Seward, in the County of Seward, in the State of Nebraska, and they executed on behalf of said City the Lease-Purchase Agreement (the “Lease-Purchase Agreement”) between Jones Bank, Seward, Nebraska, as Lessor, and said City as Lessee, dated April 10, 2024.

The undersigned further certify that no controversy or litigation is now pending or threatened involving the execution by said City of the Lease-Purchase Agreement or other matters relating to the transaction described in the Lease-Purchase Agreement; that said Ordinance has not been amended or repealed and is now in full force and effect; and that no petitions for referendum with respect to any measure included in the proceedings related to said Lease-Purchase Agreement have been filed in the office of the City Clerk as of the date hereof.

The undersigned further certify that the City has not received notice of assignment with respect to the Lease-Purchase Agreement or rights thereunder from any other person or entity whatsoever.

IN WITNESS WHEREOF, we have affixed our respective official signatures as of the 10<sup>th</sup> day of April, 2024.

---

Mayor

---

City Clerk

RECEIPT AND ACKNOWLEDGMENT  
OF JONES BANK  
SEWARD, NEBRASKA

JONES BANK, Seward, Nebraska, hereby acknowledges receipt from the City of Seward, in the County of Seward, in the State of Nebraska, of an executed copy of that Lease-Purchase Agreement by and between said City dated as of April 10, 2024.

IN WITNESS WHEREOF the Bank has caused this Receipt to be executed by its duly authorized officer this April 10, 2024.

JONES BANK, Seward, Nebraska

By: \_\_\_\_\_

Title: \_\_\_\_\_

**APPOINTMENT OF PURCHASING AGENT FOR  
LEASE PURCHASE AGREEMENT**

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

Jones Bank in Seward, Nebraska, does hereby appoint the Mayor and Council of the City of Seward, Nebraska, as the purchasing agent for the purpose of purchasing a Greensmaster TriFlex 3300 Hydraulic Mower and related equipment, which equipment shall be acquired by the City of Seward from Jones Bank through the execution of a Lease-Purchase Agreement.

DATED this 10<sup>th</sup> day of April, 2024.

JONES BANK, Seward, Nebraska

By: \_\_\_\_\_

Its: \_\_\_\_\_

7. Consideration of a Resolution to Designate City Items as Surplus - City Clerk Bargmann

**RESOLUTION NO. 2024-13**

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

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

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

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

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

City of Seward - Surplus Property Items:

2013 Chevrolet Volt (57,050 miles)  
Adjustable Trench Boxes (x3)  
2003 Land Pride 14' Rotary Motor  
Crafco E-Z Pour 100 Tar Kettle  
1987 Case International Sickle Mower  
Silver Trailer (Street Department)  
Land Pride Mower – Parallel Arm Rotary Cutter (RCP2560)  
1996 Toro Workman 3200 (5910 hours)  
Cutting Unit for Toro Greensmaster 3000 Series (11-blade)  
Cutting Unit for Toro Greensmaster 3000 Series (8-blade)  
Drink Cooler (Dimensions 65"W, 26" D, 31 ½"H)  
Par Aide Golf Ball Washers (x15)  
1978 Fastow Ditch Witch Trailer  
6 ½ Foot Pickup Box for Ford (Off of 2022 Model)  
Trailer Running Gears: 16' X 8' – 8 Bolt Rims; 12'6" X 7'4" – 6 Bolt Rims

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

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

The Mayor declared the resolution adopted. Dated this 2<sup>nd</sup> day of April 2024.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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

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

(SEAL)

8. Update on the Wellness Center - Executive Director Brase  
**CITY ADMINISTRATOR'S REPORT**

## CITY ADMINISTRATORS REPORT – 4/2/24

- Monitoring a number of street projects that have moved into dormant with season on East Seward (winter hold on construction), design on East Hillcrest, Izaak Walton Road/Highway 15 Intersection (construction) and drainage near Park Street & Bradford Street (winter hold on construction), Highway 15 Watermain (construction) and Highway 15 Reconstruction (gas main adjustments).
- 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.
- Reviewed additional DTR items and worked with applicants on needed documents.
- Working with Wellness Center Executive Director Brase on numerous items and follow ups.
- Finalizing items related to closeout of 2019 Flood FEMA items.
- Worked with Kelly Hoffschneider to work on a number of real estate items related to the Rail Campus.
- Met with the Building and Zoning Team on numerous items.
- Attended NDOT Highway 15 reconstruction project public meeting.
- Reviewed to TIF Application for MeyCo Holdings, Inc.
- Admin staff to continue comparability analysis.
- Worked on the Budget Calendar for FY 2024-2025.
- Prepared Seward Rate Study items.
- Assisted with appointments to various boards and commissions.
- Met with Chief Kimsey on numerous Fire Department Items.
- Began the process to convert to new employee credit cards.
- Met with Concordia reps to discuss baseball/softball turf project.
- Reviewed initial employee evaluations for all full time staff along with City Clerk.
- Attended Seward Wellness Center construction meeting with Sampson.
- Met with potential Economic Development Project for status update.
- Met with all Department Heads to review last 6 month targets and goals. (14 separate evaluations)
- Updated LB 840 items and completed closing for the Merle's Flowers Project.

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

### **Police Department**

- Criminal Justice Job Fair.
- Defensive Tactics training.
- Heard in Week 13 at NLETC.

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

- NMCA 2024: Working on Assessments
- Employee Evals
- Revisions to Safety Manual to work on draft revisions on week of 3/25

### **Water/Wastewater Department**

- New water main tie in 6<sup>th</sup> and Ash St. connections.
- Meter replacements.
- Manhole checks.
- Gary and Dan at Conference Wednesday and Thursday.

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

- Irrigation maintenance on Baseball Field.

- Moving items out of Civic Center.
- Lifeguard applications are due this week.

#### **Civic Center**

- Most of the larger items and art moved out thanks to Brent and Braden from Parks & Rec
- Revised the renovation plan to include all of the original phase 1 with the exception of downstairs kitchen and banquet room updates and a few small changes to finish upstairs.
- Civic Center Commission will have a special meeting on Thursday to approve the new renovation plan.

#### **Electric Department**

- Ash St. Sub. Breaker 80, Oson to work on setting.
- Work on streetlights.
- Work on Ash St. Sub switch replacement.
- Changeout transformer on Prairie Circle.

#### **Street Department**

- Sweep streets.
- Equipment maintenance.

#### **Library**

- Monday 3/25: book group & dept. head meetings, third of six origami classes.
- Last week of spring children's programs except for toddler time, book group at noon.
- Closed for Easter.

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

- Board of Adjustments meeting (end of April) for Gary Rolf.
- Continue to have conversations on needing plans for review and completion of electrical before work can begin on the building at Café on the Square.
- JEO recommends Greg should reach to Marilyn and start the conversation on sharing of data.

#### **Engineering**

- Move services from Ash to Main, start on Phase 2 of Hwy 15 Water Main.
- Progress meeting, public notifications, and shutdown 4/1 for the NDOT Hwy 15 Reconstruction.
- Summer assistance, purchase iPads, enable link for City webpage, subscriptions for Sara and David for GIS updates.
- Civil design edits to BVF for Wellness Center.
- Watermain modifications, Windstream modifications welding, logo/tank design and communication tenant agreements for Water Tower.

#### **Finance Dept.**

- Webinar training Tues., Wed., and Thurs. from noon to 3pm.
- Employee evaluations.
- Shutoff.

#### **Seward Wellness Center**

- Seward Changing the Game meeting.
- Regular construction meeting.

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION**

**ANNOUNCEMENT OF UPCOMING EVENTS**

**STRATEGY SESSION**

1. Strategy Session with City Attorney Regarding Litigation Strategy - City Attorney Hoffschneider
2. Strategy Session with City Attorney Regarding Real Estate Interests at the Seward Rail Campus - City Attorney Hoffschneider

**MOTION TO ADJOURN**

---

I, Derek Bargmann, the duly appointed qualified and acting City Clerk of the City of Seward, Nebraska, hereby certify that the foregoing Notice of Meeting and Agenda for such meeting has been posted in the following places: Seward City Hall, Seward 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