



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

Tuesday, October 1, 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, October 1, 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. Any citizen may address the Council regarding items included on the meeting agenda and are asked to complete and submit a Speaker Card to the Clerk prior to the meeting. The Mayor will call speakers to the podium when the item is being considered. 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
10/1/2024
COUNCIL MEETING

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

Advantage Archives LLC	SE	380.00
Affordable Overhead Doors	CI	12,135.00
AKRS Equipment Inc	RE	314.64
All Copy Products Inc	SE	24.38
Allegiant Utility Service	CI	5.04
Allo	UT	605.38
Amazon Business	SU	1,738.73
Aqua-Chem Inc	SU	720.75
AT&T	UT	240.24
Baker & Taylor	MAT	1,069.90
Bizco Technologies	IT	7,161.05
Blue River Electric LLC	BU	1,072.35
Border States Industries	SU	688.98
Bottle Rocket Brewing	SU	110.00
Campbell Cleaning	SE	1,205.00
Capital Business-Cheyenne	SE	173.00
Capital Business-Dallas	SE	616.56
Cash-Wa Distributing Co	SU	1,416.77
Central States Hydraulic	RE	6,182.52
Cerny Dan	RI	73.84
Chase Card Service		8,475.57
Grainger	SU	68.49
Arnold Motor Supply	RE	341.03
Capital Overhead Door	CI	489.06
Mercommbe	CI	1,551.90
Home Depot	SU	155.42
Emergency Solutions	SE	158.00
Amazon.com	SU	621.44
Oneface	TR	390.00
Walmart	SU	921.06
Primary Arms	SU	138.15
Fairfield Inn	TR	288.28
Eagle Engraving	SE	127.45
Phillips 66	CI	400.00

Valentino's	ML	241.52	
Durham Ellis	SU	234.63	
Herpolsheimers	RE	72.26	
Dragon Palace	ML	153.75	
Sparetime	ML	84.09	
Tactacam	SU	109.95	
Sam's Club	SU	370.44	
Scheel's	SU	25.98	
Microsoft	AF	75.24	
Constant Contact	SE	23.00	
ForeUP	IT	686.08	
Tracfone	UT	34.24	
Crouch's Farm/Hardware	SU	299.99	
USPS	PF	156.25	
Adobe	IT	257.87	
City Seward Electric Fund	UT	50,895.27	
City Seward Library Petty	PF	220.03	
City Seward Payroll Account	SA	210,093.78	
Codr Plumbing/Excavation	BU	350.00	
Commercial Turf Services	SE	1,650.00	
Continental Fire	SE	245.00	
Crouch's Farm & Hardware	SU	799.95	
Eakes Office Solutions	SU	434.90	
Electronic Contracting Co	SU	490.00	
Eller Allison	RI	40.00	
Engineered Controls	BU	1,500.00	
ESRI	CI	6,217.67	
Faller Landscape	SU	5,347.00	
Farmers Coop Seward	GS/DF	3,021.00	
Flagshooter Inc	SU	328.92	
Galls LLC	UN	571.68	
General Excavating	CI	175,051.75	
Gerhold Concrete Co Inc	RE	859.40	
Graybar	INV	3,061.17	
H&S Plumb Heat & Air Inc	BU	329.50	
Hammond Michael	RI	152.42	
Hobson Automotive & Tire	RE	508.49	
Hoffschneider Law PC LLO	SE	5,000.00	
Husker Electric Supply Co	SU	5,040.85	
JEO Consulting Group	FA	4,038.75	
Johnson Bryce C	RI	268.99	
Jones Automotive	SU	756.18	
Jones Bank	MC	1,331.82	
JR's Bobcat Service	CI	42,135.44	

K & Z Distributing	SU	141.00
Lamp Azur	RI	100.00
Langner Electric	SE	27,372.23
Last Mile Network	IT	75.30
LCL Truck Equipment Inc	RE	891.07
Lee's Refrigeration	SU	329.57
Maguire Iron Inc	CI	127,420.00
Memorial Health	MC	135.00
Menards North	GU	907.93
Menards South	SU	56.16
Mid-American Benefits Inc	BE	918.00
Mid-State Engineer/Test	SE	4,275.00
Midwest Auto Parts	RE	531.07
Midwest Turf & Irrigation	RE	474.44
Morrow & Associates Inc	TE	4,042.14
Nebraska D A S Acct OCIO	SE	245.00
Nebraska Golf & Turf	RE	748.44
Nebraska Health Lab	TE	202.00
Nebraska Law Enforcement	TR	160.00
Nebraska Notary Association	MC	39.32
NIFCO Mechanical Systems	AF	200.00
Norris Public Power District	UT	1,199.90
Nunn Chris	RI	15.37
Olsson	CI	61,043.58
One Billing Solutions LLC	SE	3,003.15
O'Reilly Automotive Inc	RE	319.79
Pac N Save	ML	3,237.21
Pavers Inc	CI	564.60
Quality Brands Of Lincoln	SU	536.72
Quill Corp	SU	258.42
Ramage Micah	MC	2,000.00
Sam's Club	SU	191.41
Schaefer Concrete LLC	CI	28,205.80
Schranz Jacquelyn	RI	68.34
Seward Co Chamber/Develop	RI	211.58
Seward Volunteer Fire Department	RI	15,000.00
Short Elliott Hendrickson	CI	11,644.07
Sistek Andy	MC	400.00
Skarshaug Testing Laboratory	PF	828.87
Southern Glazer's of NE	SU	2,368.41
Spickelmier & Son Inc	SE	3,866.50
Sports Express	SU	2,164.55
State Distributing Co	SU	527.57
The Sprinkler Guy	RE	1,393.60

Tractor Supply	SU		161.88
Transunion Risk	SE		75.00
Troy Billy	SE		225.00
Ty's Outdoor Power & Service	RE		421.70
U S A Bluebook	RE		754.92
U S Cellular	UT		147.57
Verizon Wireless	UT		281.64
VISA-Jones Bank			346.32
Amazon.com	SU	223.45	
NE Liquor Control	AF	47.87	
SMTP2GO	IT	75.00	
VISA-Pinnacle Bank			3,607.95
Zoom	MS	15.99	
Breakout Edu	SU/AF	646.00	
ARLS/NLA	MS/TR	782.00	
TechSoup	IT	10.00	
Mattice Lock & Safe	SU	34.00	
Sam's Club	SU	279.25	
Madison Seating	SU	499.10	
NextLink	UT	118.12	
Walmart	SU	220.93	
Lincoln Journal Star	MAT	70.00	
Dollar Tree	SU	8.04	
GotPrint.com	MC	194.50	
Demco	MAT	730.02	
Wesco Distribution Inc	INV		45,085.50
White Cap	SU		66.98
Zimco Supply Co	SU		5,066.40
	CLAIMS TOTAL		\$929,703.63

2. Draft Minutes of September 17, 2024 City Council Meetings

September 17, 2024

The Seward City Council met for a budget hearing at 7:00 p.m. on Tuesday, September 17, 2024, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Megan Kahler, Jessica Kolterman, Karl Miller, Matt Stryson, Tatum Tonniges, Rich Wergin. Councilmember Absent: John Singleton, Jonathon Wilken. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Michael Oneby, Building/Zoning & Code Enforcement Director Tim Dworak, Finance Director Cydnee Golden, Wellness Center Director Brase, and Chief of Police Brian Peters.

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

PUBLIC HEARINGS

1. NOTICE OF HEARING AND BUDGET SUMMARY FOR THE PURPOSE OF HEARING SUPPORT, OPPOSITION, CRITICISM, SUGGESTIONS OR OBSERVATIONS OF TAXPAYERS RELATING TO THE PROPOSED BUDGET FOR THE CITY OF SEWARD FOR FISCAL YEAR 2025

City Administrator Butcher stated that pursuant to LB148, a special budget hearing is to be held separately from a regular meeting and not limited by time. The budget was discussed at the August 6th, August 20th, and September 3rd meetings with no public comment received to date. The City will be subject to the 'Truth in Taxation' hearing which will take place on September 23rd.

Mayor Eickmeier opened the public hearing at 7:03 p.m. With no public comment received, the public hearing was closed at 7:03 p.m.

2. NOTICE OF SPECIAL HEARING FOR THE PURPOSE OF HEARING SUPPORT, OPPOSITION, CRITICISM, SUGGESTIONS OR OBSERVATIONS FROM TAXPAYERS RELATING TO SETTING THE FINAL TAX REQUEST FOR FISCAL YEAR 2025

Mr. Butcher stated the levy will remain unchanged for FY25, which will result in an increase in the tax asking of approximately 7.4%. A sidewalk funding project will be a main catalyst to the additional asking.

Mayor Eickmeier opened the public hearing at 7:05 p.m. With no public comment received, the public hearing was closed at 7:05 p.m.

MOTION TO ADJOURN

Councilmember Wergin moved, seconded by Councilmember Stryson, that the September 17, 2024, City Council Budget Hearing be adjourned.

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

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

Adjourned approximately 7:07 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

September 17, 2024

The Seward City Council met at 7:07 p.m. on Tuesday, September 17, 2024, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Megan Kahler, Jessica Kolterman, Karl Miller, Matt Stryson, Tatum Tonniges, Rich Wergin. Councilmembers Absent: John Singleton, Jonathon Wilken. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Michael Oneby, Building/Zoning & Code Enforcement Director Tim Dworak, Finance Director Cydnee Golden, Wellness Center Director Brase, and Chief of Police Brian Peters.

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

CONSENT AGENDA CONSIDERATION ITEMS

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

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Report (totaling \$1,670,492.83)
4. Police Department Report
5. Seward County Chamber & Development Partnership Report (3Q 2024)
6. Draft Minutes of September 3, 2024, City Council Meeting

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

PUBLIC HEARINGS

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

As per Statute, a presentation and discussion of the Seward Economic Development Plan must be held twice a year. City Administrator Butcher noted the report, ending July 31, 2024, was reviewed and approved by the Citizens Advisory Review Committee (CARC) on August 21st. The balance was \$501,445.65 at the end of the term.

Mayor Eickmeier opened the public hearing at 7:10 p.m. With no public comment received, the public hearing was closed at 7:10 p.m.

Councilmember Kolterman moved, seconded by Councilmember Miller, to approve the Seward Economic Development Plan for the period ending July 31, 2024.

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

2. CONSIDERATION OF AN ORDINANCE RE-ZONING PROPERTY IDENTIFIED AS LOT 1, PETERSON ADDITION FROM ‘AG – AGRICULTURAL DISTRICT’ TO ‘RR – RURAL RESIDENTIAL DISTRICT’

Building/Zoning & Code Enf. Director Dworak noted the application was to separate an existing residence from agricultural land near Fletcher Road and 252nd Road, which is in the extra-territorial jurisdiction (ETJ). The Planning Commission approved the minor plat and rezone request unanimously.

Mayor Eickmeier opened the public hearing at 7:12 p.m. With no public comment received, the public hearing was closed at 7:12 p.m.

Councilmember Kolterman introduced Ordinance No. 2024-14. Councilmember Wergin moved, seconded by Councilmember Kahler, to dispense with the statutory rule.

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

Councilmember Stryson moved, seconded by Councilmember Tonniges that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2024-14, AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE TWO-MILE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO RR RURAL RESIDENTIAL DISTRICT;**

September 17, 2024

SPECIFICALLY, TRACTS OF LAND SOUTH OF FLETCHER RD AND WEST OF 252ND RD; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

3. CONSIDERATION OF AN ORDINANCE RE-ZONING PROPERTY IDENTIFIED AS MEIHOMES ADDITION FROM 'R-4 – URBAN RESIDENTIAL MULTIFAMILY DISTRICT (HIGH DENSITY)' TO 'I-1 – LIMITED INDUSTRIAL DISTRICT'

Mr. Dworak described the application as a request to rezone two lots within the development to allow for the potential placement of storage units. It was noted that many nearby residents posed their opposition to the application at the Planning Commission meeting. The Planning Commission voted unanimously to deny the application.

Mayor Eickmeier opened the public hearing at 7:20 p.m. The following comments were heard:

- *Brent Horne (20 Depot Street)* – spoke in opposition; expressed concern about how storage units could bring properties values down and how it could impact drainage/flooding in the area with a new structure.
- *Dean Schultz (750 S 1st Street)* – spoke in opposition; wished to keep the development as residential-based and expressed concern about impacts to drainage/flooding in the area with a new structure.
- *Cossette Varona (147 Oak Street)* – spoke in opposition; expressed concern about outsiders renting units and the seedy behaviors they could bring to the neighborhood.

With no further public comment received, the public hearing was closed at 7:31 p.m.

Councilmember Wergin introduced Ordinance No. 2024-15. Councilmember Kolterman moved, seconded by Councilmember Miller, to dispense with the statutory rule.

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

Councilmember Miller moved, seconded by Councilmember Kolterman that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2024-15, AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA NOW ZONED R-4 URBAN RESIDENTIAL MULTIFAMILY DISTRICT (HIGH DENSITY) TO I-1 LIMITED INDUSTRIAL DISTRICT; SPECIFICALLY, TRACTS OF LAND WEST OF COLUMBIA AVENUE AND SOUTH OF DEPOT STREET; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.**

Aye: None.
Nay: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin. Absent: Singleton, Wilken.
Motion is not carried.

ADMINISTRATIVE ITEMS

1. CONSIDERATION OF A RESOLUTION TO APPROVE THE PLAN-IN-HAND REPORT FOR THE PLUM CREEK BRIDGE REPLACEMENT PROJECT (NDOR #BRO-7080)

City Engineer Oneby described the resolution as an acknowledgement of receipt of the plan-in-hand report for the upcoming project, which is at 30% design. The final design is expected at a later date to be approved by the Council. Councilmember Miller queried about the width of the bridge and how the appropriate width was determined based on projected growth patterns of the City. Mr. Oneby noted the design was based on the expected annexations and growth to the east, expected to be moderate, as well as projected daily trips on the road. Further, he noted that the design would allow for expansion to include curb and gutter as well as the possibility of adding an unattached pedestrian bridge if the trail expanded. The pedestrian bridge is currently not planned and has no funding secured.

Councilmember Kahler introduced **Resolution 2024-26**, to approve the plan-in-hand report for the Plum Creek Bridge Replacement Project (NDOR #BRO-7080). Councilmember Tonniges moved, seconded by Councilmember Wergin, to approve Resolution 2024-26.

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

September 17, 2024

2. CONSIDERATION OF A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH GENERAL EXCAVATING FOR THE PARK AVENUE STORM SEWER IMPROVEMENTS PROJECT IN THE AMOUNT OF \$42,850.00

Mr. Oneby identified the change order was in response to obstacles found in the connections between lines of storm sewer on Park Avenue. The project is nearing completion.

Councilmember Stryson moved, seconded by Councilmember Wergin, to approve a change order to the construction contract with General Excavating for the Park Avenue Storm Sewer Improvements Project in the amount of \$42,850.

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

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

3. UPDATE ON THE WELLNESS CENTER

Executive Director Brase updated that the drywall and framing was now completed in most areas with painting set to begin. Overhead equipment installation in the gym area was set to begin the following week with the gym floor completed by December. The pool area pour was expected to be mostly completed by the end of the week.

A. CONSIDERATION OF A NO-COST CHANGE ORDER WITH SAMPSON CONSTRUCTION

Mr. Brase and Mr. Butcher praised the work from Sampson Construction in substitution of items to improve the project with no additional cost to the City.

Councilmember Stryson moved, seconded by Councilmember Kahler, to approve a no-cost change order with Sampson Construction as presented.

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

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

B. CONSIDERATION OF A RESOLUTION ESTABLISHING FEES FOR THE WELLNESS CENTER, EFFECTIVE UPON OPENING OF THE FACILITY

Mr. Brase relayed that the previously provided version had some slight alterations. In comparison to like facilities, the proposed Wellness Center fees will match or be lesser.

Councilmember Stryson introduced **Resolution 2024-27**, to establish fees for the Seward Wellness Center, effective upon opening of facility. Councilmember Kolterman moved, seconded by Councilmember Wergin, to approve Resolution 2024-27.

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

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

4. FISCAL YEAR 2025 ADOPTION

Mr. Butcher recommended the adoption of the FY25 budget be tabled until the 'Truth in Taxation' hearing was completed on September 23rd. The budget is expected to be adopted at a special meeting on September 24th. The tax asking for FY25 totals \$2,155,604.74.

A. APPROVAL OF AN ADDITIONAL ONE PERCENT (1%) INCREASE IN RESTRICTED FUNDS

Councilmember Kolterman moved, seconded by Councilmember Tonniges, to approve an additional one percent (1%) increase in restricted funds for FY25.

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

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

B. APPROVAL OF THE MUNICIPAL BUDGET FOR THE CITY OF SEWARD FOR FISCAL YEAR 2025 AND AUTHORIZE THE FILING OF BUDGET FORMS

This item was tabled.

C. RESOLUTION SETTING THE 2024-2025 PROPERTY TAX REQUEST FOR THE CITY OF SEWARD

This item was tabled.

D. ORDINANCE FOR THE ADOPTION OF THE MUNICIPAL BUDGET; TO APPROPRIATE SUMS OF NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE; AND INCLUDE AN ADDITIONAL ONE PERCENT (1%) IN RESTRICTED FUNDS

This item was tabled.

September 17, 2024

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

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

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

CITY ADMINISTRATOR'S REPORT

Councilmember Wergin moved, seconded by Councilmember Stryson, that the City Administrator's report of September 17, 2024, be accepted.

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

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

STRATEGY SESSION

1. STRATEGY SESSION WITH CITY ATTORNEY REGARDING REAL ESTATE INTERESTS AT THE SEWARD RAIL CAMPUS

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

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

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

Mayor Eickmeier stated the Council has voted to go into closed session at 8:25 p.m. for the protection of the public interest and to discuss real estate interests at the Rail Campus with the City Attorney.

At 8:48 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin. Mayor Eickmeier announced that no formal action was taken during the closed session.

MOTION TO ADJOURN

Councilmember Wergin moved, seconded by Councilmember Kahler, that the September 17, 2024, City Council Meeting be adjourned.

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

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

Adjourned approximately 8:48 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

3. Draft Minutes of September 24, 2024 City Council Meeting

September 24, 2024

The Seward City Council met for a special meeting at 7:00 p.m. on Tuesday, September 24, 2024, with Mayor Joshua Eickmeier presiding and City Administrator Greg Butcher recording the proceedings. Upon roll call, the following Councilmembers were present: Megan Kahler, Karl Miller, John Singleton, Matt Stryson, Rich Wergin, Jonathon Wilken. Councilmember Absent: Jessica Kolterman, Tatum Tonniges. Other officials present: Police Sergeant Jon Wiedemeyer.

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.

ADMINISTRATIVE ITEMS

1. FISCAL YEAR 2025 ADOPTION

City Administrator Butcher noted the Council held the public hearing for the budget on Tuesday, September 17th and presented it at the ‘Truth in Taxation’ Hearing on September 23rd. He noted there were approximately 40-45 attendees at the hearing with two citizens presenting comments, one which was unrelated to the budget for FY25. No comments were received by the public during the five times the budget was included on the City Council agenda. Councilmembers Stryson and Wergin praised the efforts by City Administration in their diligence in the budget process and efforts taken to receive public comment.

A. CONSIDERATION OF APPROVAL OF THE MUNICIPAL BUDGET FOR THE CITY OF SEWARD FOR FISCAL YEAR 2025 AND AUTHORIZE THE FILING OF BUDGET FORMS

Councilmember Stryson moved, seconded by Councilmember Wergin, to approve the municipal budget for the City of Seward for Fiscal Year 2025 and filing of budget forms.

Aye: Kahler, Miller, Singleton, Stryson, Wergin, Wilken.

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

B. CONSIDERATION OF A RESOLUTION SETTING THE 2024-2025 PROPERTY TAX REQUEST FOR THE CITY OF SEWARD

Councilmember Wergin introduced **Resolution 2023-28**, to approve the set the FY25 property tax request for the City of Seward. Councilmember Miller moved, seconded by Councilmember Kahler, to approve Resolution 2023-28.

Aye: Kahler, Miller, Singleton, Stryson, Wergin, Wilken.

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

C. CONSIDERATION OF AN ORDINANCE TO ADOPT THE FY25 MUNICIPAL BUDGET; TO APPROPRIATE SUMS OF NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE; AND INCLUDE AN ADDITIONAL ONE PERCENT (1%) IN RESTRICTED FUNDS

Councilmember Stryson introduced Ordinance No. 2024-16. Councilmember Miller moved, seconded by Councilmember Wergin, to dispense with the statutory rule.

Aye: Kahler, Miller, Singleton, Stryson, Wergin, Wilken.

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

Councilmember Wergin moved, seconded by Councilmember Stryson, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and adopting: **Ordinance No. 2024-16**, AN ORDINANCE TO ADOPT THE BUDGET STATEMENTS TO BE TERMED THE BUDGET AND ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES, WHICH INCLUDES AN ADDITIONAL ONE PERCENT (1%) INCREASE IN RESTRICTED FUNDS; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

Aye: Kahler, Miller, Singleton, Stryson, Wergin, Wilken.

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

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

Aye: Kahler, Miller, Singleton, Stryson, Wergin, Wilken.

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

September 24, 2024

STRATEGY SESSION

1. STRATEGY SESSION WITH CITY ATTORNEY REGARDING REAL ESTATE INTERESTS AT THE SEWARD RAIL CAMPUS

Councilmember Miller moved, seconded by Councilmember Singleton, that the Council enter a closed session with the Mayor and City Administrator for the protection of the public interest and to discuss real estate interests at the Rail Campus with the City Attorney for a period not to exceed 30 minutes.

Aye: Kahler, Miller, Singleton, Stryson, Wergin, Wilken.

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

Mayor Eickmeier stated the Council has voted to go into closed session at 7:19 p.m. for the protection of the public interest and to discuss real estate interests at the Rail Campus with the City Attorney.

At 7:27 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Kahler, Miller, Singleton, Stryson, Wergin, Wilken. Mayor Eickmeier announced that no formal action was taken during the closed session.

MOTION TO ADJOURN

Councilmember Stryson moved, seconded by Councilmember Singleton, that the September 24, 2024, City Council Special Meeting be adjourned.

Aye: Kahler, Miller, Singleton, Stryson, Wergin, Wilken.

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

Adjourned approximately 7:27 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Class J Liquor License Application of Bud's Flower Shop, LLC, dba Merle's Flower Shop, 626 Seward Street - City Clerk Bargmann



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 27581

LICENSE TYPE Class J Limited Alcohol Sales	APPLICATION DATE RECEIVED 2024-08-08
LICENSEE LEGAL NAME Buds Flower Shop, LLC	LICENSEE TYPE Corporation
DOING BUSINESS AS Merle's Flower Shop	CORPORATE NUMBER
INCORPORATION DATE 2024-01-24	
CORRESPONDENCE ADDRESS Merle's Flower Shop 626 Seward Street Seward, NE 68434	
MAILING ADDRESS Merle's Flower Shop 626 Seward Street Seward, NE 68434	
PHYSICAL ADDRESS Merle's Flower Shop 626 Seward Street Seward, NE 68434	
CONTACT NAME Stephanie Luebbe	PREFERRED CONTACT METHOD Email
CONTACT PHONE (402) 641-5996	ALTERNATE PHONE (402) 643-6618

FAX

EMAIL

stephanie@merlesflowershop.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Stephanie Luebbe	President		50
Cody Luebbe	Owner		50

ADDITIONAL INFORMATION

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Other Category

PREMISES NAME

Merle's Flower Shop

OPERATOR

Owner / Manager

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Own

PHYSICAL ADDRESS

626 Seward St, Seward, Nebraska, 68434

MAILING ADDRESS

626 Seward St, Seward, Nebraska, 68434

CONTACT NAME

Stephanie Luebbe

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 641-5996

ALTERNATE PHONE

(402) 643-6618

FAX

EMAIL

stephanie@merlesflowershop.com

PREMISES MANAGER

PREMISES MANAGER EMAIL

Stephanie Luebbe

stephanie@merlesflowershop.com

QUESTIONS

Class J Limited Alcohol Sales

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge?

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party is applying, please list charges by each individual's name. Exclude minor traffic violations such as speeding. Include Driving Under the Influence, Driving Under Suspension & other similar charges. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15)
A simple sketch of the area to be licensed will be required to be uploaded in the Documents section.. Include the length x width, direction of NORTH and number of floors of the building.

L116, W40

3. Will a basement be used for alcoholic storage or sale?

No

4. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.
two floors. The main floor is only included in the license.
5. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?
No
6. Is premises to be licensed within 300 feet of a college campus or university?
No
7. Are you acquiring any alcohol prior to obtaining this liquor license?
No
8. What date do you intend to open for business?
11/1/2024
9. Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?
Yes
The building is held in a separate LLC (Old Holland Holdings, LLC, federal ID 99-1132693), owned by the same owners of Merle's Flower Shop (Cody and Stephanie Luebbe). Cattle Bank in Seward holds a mortgage on the building, and we have a small loan with the City of Seward's LB840 program on the business.
- 10 Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?
No
- 11 Is anyone listed on this application a law enforcement officer?
No

12 List the primary bank and/or financial institution to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Cattle Bank in Seward, NE.

Stephanie Luebbe and Cody Luebbe are the only listed agents on the business account.

13 Do you have prior experience or training in selling, serving or managing alcohol sales?

No

14 Are all individuals stated in this application over 21 years of age?

Yes

15 Is your business currently in operation?

Yes

(document uploaded)

16 Indicate the tax year with the IRS (Example: January-December)

January - December.

Stephanie and Cody Luebbe purchased the business in April 2024, and have been operating it since. The provided P&L is for the time the Luebbe have operated the business. The provided sales estimates from the previous owners is between \$350K-\$400K annually.

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Business Plan	Merle's Flower Shop Liquor License Business Plan.pdf	
Premises Description & Diagram	626 Seward Street, Building Sketch.png	
Limited Alcohol Sales Report	Merle's Flower Shop Alcohol Sales.pdf	
Lease / Deed / Purchase Agreement	WD_OLD HOLLAND - Deed recorded.pdf	
Lease / Deed / Purchase Agreement	Purchase Agreement 2024 -03-07 15_19.pdf	
Lease / Deed / Purchase Agreement	Closing Date Addendum 2024-03-28 17_49.pdf	
Lease / Deed / Purchase Agreement	Buyer Name Addendum 2024-03-28 17_49.pdf	
Additional Document	Buds Flower Shop, LLC dba Merle's Flower Shop_2024 ProfitandLoss.pdf	
Fingerprint Submission	Cody Luebbe Fingerprint Submission.pdf	
Fingerprint Submission	Stephanie Luebbe Fingerprint Submission.pdf	

APPLICANT

Stephanie Luebbe

DECLARATION

I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

Applicant Notification and Record Challenge: An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.

COMMERCIAL LEASE AGREEMENT

1. **THE PARTIES.** This Commercial Lease Agreement ("Agreement") is made on 4/03/2024, by and between:

Landlord: Old Holland Holdings, LLC, with a mailing address of 1513 McKelvie Road, Pleasant Dale, NE 68423 ("Landlord"), who agrees to lease the Premises to:

Tenant: Buds Flower Shop, LLC, with a mailing address of 1513 McKelvie Road, Pleasant Dale, NE 68423 ("Tenant"), who agrees to rent the Premises under the following terms:

Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

2. **LEASED PREMISES.** The Landlord agrees to lease to the Tenant the following described space:

Street Address: 626 Seward Street, Seward, NE 68434
Type of Space: Commercial Retail
Square Feet: 2400 SF

Hereinafter known as the "Premises."

3. **TERM.** This Agreement shall be considered a: (check one)

- **Fixed Lease.** The Tenant shall be allowed to occupy the Premises starting on 4/03/2024 and ending on 12/31/2025.

- **Month-to-Month Lease.** The Tenant shall be allowed to occupy the Premises on a month-to-month arrangement starting on [START DATE] and ending upon written notice of [#] days from one Party to the other.

Hereinafter known as the "Initial Term."

4. **SECURITY DEPOSIT.** The Tenant is obligated to pay: (check one)

- **No Security Deposit.**

- **Security Deposit Required.** The Tenant is required to pay \$[AMOUNT] and shall be due and payable in advance of the Initial Term and shall be held in escrow by the Landlord in a separate bank account as security for the successful performance of the terms and conditions of this

Agreement. The Security Deposit may not be used to pay the last month's rent.

5. **RENT.** During the Initial Term, there shall be: (check one)

- **No Rent Increases.**

Monthly Rent: \$1,412.00

- **Increases in Rent.** The Tenant shall be obligated to pay rent for the Initial Term in accordance with the following time periods: [DESCRIBE RENT INCREASES]

Hereinafter known as the "Base Rent."

6. **PERCENTAGE RENT.** In addition to the Base Rent, there is: (check one)

- **No Percentage Rent.**

- **Percentage Rent.** The Tenant must pay [#]% of [TYPE OF SALES] (gross sales, net sales, etc.). Such payments shall be made, with proof of calculation: (check one)

- Monthly

- Quarterly

- Annually

Hereinafter known as "Percentage Rent." The Base Rent and the Percentage Rent shall be referred collectively to as the "Rent."

7. **PAYMENT INSTRUCTIONS.** Tenant shall pay the Landlord the Rent amount by the 6th day of the month ("Due Date") per the following instructions: Payment made by ACH.

8. **RENEWAL PERIODS.** The Tenant shall have: (check one)

- **No Option to Renew.**

- **Option(s) to Renew.** The Tenant has the option to renew this Agreement under the following terms: Tenant is able to renew annually.

9. **LATE FEE.** If Rent has not been paid on the Due Date, there is: (check one)

- **No Late Fee.**

- **Late Fee Required.** If the Rent is not paid within [#] day(s) of the Due Date, the Landlord shall charge a penalty in the following manner: (check one)

- Flat Fee. The late fee shall equal \$[AMOUNT] and applied each occurrence day until the Rent is paid in full.

- Based on Interest. The late fee shall equal the Rent Due with interest accumulating at a rate of [#]% per annum and applied each occurrence day until the Rent is paid in full.

All late payments made related to Rent shall be first applied to the late fee and all remaining amounts toward the outstanding Rent amounts.

10. **LIABILITY INSURANCE.** The Tenant is: (check one)

- **Not Required to Obtain Liability Insurance.**

- **Required to Obtain Liability Insurance.** The Tenant is required to obtain general liability insurance with a minimum coverage.

11. **PROPERTY EXPENSES.** The Tenant shall be required to pay their prorated share of property expenses: (check one)

- **No Property Expenses.** The Tenant shall not be obligated to pay any fees related to real estate taxes, insurance, or common area maintenance expenses.

- **Property Expenses.** The Tenant shall be required to pay prorated CAM fees for their share of the entire property: (check all that apply)

- Real Estate Taxes

- Property Insurance

- Common Area Maintenance (CAMs)

- Other. [OTHER PROPERTY EXPENSES]

12. **DELIVERY OF PREMISES.** The Landlord agrees to deliver the Premises on the Initial Term in the following condition: (check one)

- **As-Is.** The Tenant agrees to accept delivery of the Premises in its current condition.

- **Vanilla Box.** The Tenant agrees to accept delivery of the Premises in a standard "vanilla box," with the Tenant being required to provide fixtures,

furniture, or any other buildouts. All utilities and services shall be brought to connection with the Premises.

- **Custom Fit-Out.** The Landlord and Tenant agree that the Premises shall be delivered on the 1st day of the Initial Term in accordance with the following arrangement: [DESCRIBE FIT-OUT]

13. **PARKING.** The Premises shall have the following: (check one)

- **No Parking Provided.** The Tenant acknowledges that the Landlord shall provide no parking on the Premises.

- **Parking Provided.**

a.) Type of Parking. The Landlord agrees to provide: (check one)

- **Shared or Common Parking.**

- **Designated Parking.** A minimum of 2 parking space(s).

b.) Parking Fees. The parking space(s) come with: (check one)

- **No Fee.** The Tenant shall not pay a fee for parking access.

- **Monthly Fee.** The fee for the parking spaces shall be \$80 per month for each all parking space(s).

14. **LEASEHOLD IMPROVEMENTS.** Regarding making improvements to the Premises, the Tenant is: (check one)

- **Not Allowed to Make Changes.** The Landlord does not allow the Tenant to make improvements or changes to the Premises unless written consent is granted.

- **Allowed to Make Changes.** The Landlord allows the Tenant to make changes to the Premises under the condition that any change made must be reverted to its original condition at the termination of this Agreement, unless otherwise agreed upon by the Landlord.

15. **USE.** The Tenant agrees to use the Premises for: (check one)

- **All Purposes Legal under Law.**

- **Only for the Following Purpose(s):** [DESCRIBE PERMITTED USES]. Any change in the above-mentioned purposes of the Premises shall only be permitted upon the Landlord's prior written consent.

16. **EXCLUSIVE USE.** The Tenant is: (check one)

- **Not Granted a Non-Compete.**

- **Granted a Non-Compete.** The Tenant shall possess a non-compete as part of this Agreement that prohibits the Landlord from leasing any other portion of the Premises, or abutting properties, for the following uses: [DESCRIBE NON-COMPETE]

17. **SUBLETTING.** The Tenant is: (check one)

- **Not Allowed to Sublet.** The Tenant is not permitted to sublet the Premises unless written authorization is granted.

- **Allowed to Sublet.** The Tenant is allowed to sublet the Premises with: (check one)

- No Approval. No written approval is required by the Landlord.

- Approval Needed. Written approval is required by the Landlord.

18. **DEFAULT AND POSSESSION.** If the Tenant doesn't pay rent or breaches other terms of the Agreement and fails to correct this within 15 days notice, the Landlord can terminate the Agreement. The Landlord can then re-enter the Premises, take possession, and hold any of the Tenant's property on the Premises as security for unpaid rent or other defaults. The Landlord can also take steps to re-lease the Premises, at the Tenant's expense, and sue for damages or past due rent.

19. **DISPUTE RESOLUTION.** In the event of any dispute arising out of or relating to this lease agreement, the parties agree to first attempt to resolve the matter amicably through direct negotiation. If a resolution cannot be reached within thirty (30) days, the parties agree to engage in mediation with a mutually agreed-upon mediator. Should mediation fail to resolve the dispute, the parties agree that the dispute will be resolved through binding arbitration conducted in accordance with the rules of [specify arbitration association]. The decision of the arbitrator will be final and binding on both parties.

20. **LICENSES AND PERMITS.** The Tenant must keep all necessary local, state, and federal permits on-site and present them to the Landlord, their agents, or government officials upon request.

21. **OBLIGATIONS OF TENANT.** The Tenant is responsible for maintaining the entranceway, minor repairs, waste removal, and overall cleanliness of the Premises. Any damage caused by the Tenant's negligence must be reported and repaired, with costs covered by insurance or the Tenant. The Tenant must comply with all laws and avoid keeping hazardous materials on the Premises.

22. **INSURANCE.** If the Tenant fails to obtain or maintain required insurance, the Landlord can obtain insurance and charge the Tenant. The Tenant should not keep items that could increase insurance premiums, and if their actions do increase premiums, they must cover the cost.
23. **DAMAGE TO LEASED PREMISES.** If damage not caused by the Tenant makes the Premises unfit for use, Rent will be adjusted or stopped until repairs are made. The Landlord's responsibility for repairs is limited to the insurance proceeds available for reconstruction.
24. **INDEMNIFICATION.** The Tenant must indemnify the Landlord against all liabilities arising from their use of the Premises, including any latent defects unknown to the Landlord.
25. **BANKRUPTCY – INSOLVENCY.** If the Tenant becomes bankrupt or insolvent, the Landlord can end the Agreement and re-enter the Premises, and the leased Premises will not be considered an asset in any bankruptcy proceedings.
26. **SUBORDINATION AND ATTORNMENT.** The Tenant agrees to subordinate their lease rights to any mortgages on the property and to recognize any purchaser as the new Landlord in case of foreclosure or sale.
27. **MISCELLANEOUS TERMS.**
 - a. The Tenant must comply with all legal regulations, avoid hazardous activities, and obtain the Landlord's consent for signage.
 - b. Pets are allowed only for disability needs.
 - c. The Tenant accepts the Premises 'as is' and allows the Landlord entry for inspections or repairs.
28. **ESTOPPEL CERTIFICATE.** Upon request, the Tenant must provide a statement confirming the lease's status, any modifications, rent payment status, and any Landlord defaults.
29. **HOLDOVER.** If the Tenant stays in the premises after the lease ends without a new agreement, it creates a month-to-month tenancy, terminable with 30 days' notice by either party.
30. **WAIVER.** Waiver by Landlord of a default under this Agreement shall not constitute a waiver of a subsequent default of any nature.
31. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State where the Premises is located.
32. **NOTICES.** Payments and notices shall be addressed to the following:

Landlord

Name: Stephanie Luebbe Phone: 402-641-5996
Address: 1513 McKelvie Road, Pleasant Dale, NE 68423
E-Mail: steph.luebbe@gmail.com

Tenant

Name: Stephanie Luebbe Phone: 402-643-6618
Address: 1513 McKelvie Road, Pleasant Dale, NE 68423
E-Mail: stephanie@merlesflowershop.com

33. **AMENDMENT.** No amendment of this Agreement shall be effective unless reduced to writing and subscribed by the Parties with all the formality of the original.
34. **BINDING EFFECT.** This Agreement and any amendments thereto shall be binding upon the Landlord and the Tenants and/or their respective successors, heirs, assigns, executors, and administrators.
35. **ATTACHMENTS.** The following attachments are incorporated herein: (check all that apply and describe)

- [DESCRIBE ATTACHMENT]

36. **ADDITIONAL TERMS & CONDITIONS.** [ENTER ADDITIONAL TERMS]

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms and conditions of this Agreement by their signatures below on the dates indicated.

Landlord's Signature: Stephanie Luebbe Date: 4-3-24
Print Name: Stephanie Luebbe

Tenant's Signature: Stephanie Luebbe Date: 4-3-24
Print Name: Stephanie Luebbe

Tenant's Signature: Cody Luebbe Date: 4-3-24
Print Name: Cody Luebbe

Nebraska Secretary of State

BUDS FLOWER SHOP, LLC

Fri Aug 9 08:49:32 2024

SOS Account Number

2401028858

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

STEPHANIE LUEBBE

1513 MCKELVIE ROAD

PLEASANT DALE, NE 68423

Designated Office Address

1513 MCKELVIE ROAD

PLEASANT DALE, NE 68423

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Jan 29 2024

Next Report Due Date

Jan 01 2025

Associated Entities

Account Number	Name	Type	Status
2406137665	MERLE'S FLOWER SHOP	Trade Name	Active

Filed Documents

Filed documents for BUDS FLOWER SHOP, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Jan 29 2024	\$0.90 = 2 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Proof of Publication	Mar 20 2024	\$1.80 = 4 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be

Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation

\$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)



City of Seward
Building and Zoning Department

142 N 7th Street,
Seward, Nebraska 68434
Phone: 402-643-2928 opt 3, opt 1
www.CityofSewardNE.gov

September, 11, 2024

Liquor license application review

Merle's Flower Shop
626 Seward St
Seward, NE 68434

No identifiable zoning conflicts or location issues were identified within 150' of this establishment.

No identifiable college/university location issues were identified within 300' of this establishment.

Tim Dworak
Building/Zoning and Codes Enforcement Director

150 ft. Church, School, Hospital, indigent persons)



Seward County, NE

Parcel Results

27 Results



Parcel ID	Owner	Property Address	Sec/Twp/Rng	Legal Description
800072928	BREXI PROPERTIES LLC	139 N 6TH ST		SEWARD ORIGINAL TOWN BLOCK 7 LOTS 1 & 4
800072936	EDWARD LYNN LLC	629 JACKSON AVE		SEWARD ORIGINAL TOWN BLOCK 7 E 36.5' LOT 2 & N 10' OF E 39' LOT 3 - TL 29
800072944	CITY OF SEWARD/THE	142 NO 7TH ST		SEWARD ORIGINAL TOWN BLOCK 7 W 83.5' OF LT 1, N 8' LOT 6 & ALL--LOT 3 EXC N 10' OF E 39'-
800072952	BREXI PROPERTIE LLC	133 N 6TH ST		SEWARD ORIGINAL TOWN BLOCK 7 N 1/2 LOT 5 - TL 28
800072960	OLD TOWN SQUARE, LLC	127 N 6TH ST		SEWARD ORIGINAL TOWN BLOCK 7 E 75' OF S 1/2 LOT 5 - TL 36
800072979	OLD TOWN SQUARE LLC			SEWARD ORIGINAL TOWN BLOCK 7 W 45' OF S 1/2 LT 5 - TL 35
800072987	KACH 646 LLC	132 N 7TH ST		SEWARD ORIGINAL TOWN BLOCK 7 S 34' LOT 6 - TL 32
800072995	KACH 510 LLC	644 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 7 E 1/2 OF W 1/3 LOTS 7,10 & 11 - TL 14
800073002	KACH 510 LLC	640 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 7 E 1/3 OF W 1/2 LOTS 7,10 & 11 - TL 15
800073010	HILLSIDE ACRES LLC	648 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 7 W 20' LOTS 7,10 & 11--TL 13
800073029	COSMIC COW INC	636 SEWARD ST		SEWARD ORIGINAL TOWN BLK 7 W20' OF E60' LTS 7,10 & 11 & N10' OF E40' LT 7-TLS 16 & 35
800073037	OLD HOLLAND HOLDINGS LLC	626 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 7 S 32' OF E 40' OF LOT 7 & E 40' LOTS 10-11 - TLS 33-34
800073045	OLD TOWN SQUARE LLC	612 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 7 W 40' LOTS 8,9 & 12 - TLS 19 & 20
800073053	OLD TOWN SQUARE LLC	606 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 7 E 40' OF W 80' LOTS 8,9 & 12 TLS 21 & 22
800073061	ROTH/KIRBY	604 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 7 W 19.5' OF E 40' OF LTS 8,9 & 12 EXC N 21' OF W 19.5' OF E 40' OF LTS--TL 23
800073088	ROTH/KIRBY	600 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 7 E 20.5' LOTS 9 & 12 & E 20.5' OF S 1/2 LOT 8 - TL 24
800073096	SEWARD APARTMENTS LLC	123 N 6TH ST		SEWARD ORIGINAL TOWN BLOCK 7 N 21' OF E 40' LOT 8 - TL 25
800073274	BLOEBAUM/DONALD & TERESA	623 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 10 W 20'6 LOT 1 & W 20'8 OF N 1/2 LOT 4
800073282	HILLSIDE ACRES LLC	615 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 10 #LOTS 1 & 4 - TL 39
800073290	BLEKK REAL ESTATE LLC	101 S 6TH ST		SEWARD ORIGINAL TOWN BLOCK 10 E 79' 11 OF N 1/2 LOT 1-#TL 40
800073304	EMUNAH AHAV LLC	105 S 6TH ST		SEWARD ORIGINAL TOWN BLOCK 10 #LTS 1 & 4 - TL 40
800073312	POLAR LIGHTS LLC	115 S 6TH ST		SEWARD ORIGINAL TOWN BLOCK 10 S 1/2 LOT 4
800073347	ANGELA MUELLER REAL ESTATE LLC	647 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 10 TL 33 & PT TL 32 (3.5' X 27.5' IN NW CORNER)
800073355	X-TRA INVESTMENTS LLC	641 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 10 TL 31 & TL 32, EXCEPT THE NW 3.5' X 27.5' OF TL 32
800073363	OSBORNE/BARBARA J	635 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 10 TLS 30 & 41
800073401	WANG/DEIREN & CYNTHIA	633 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 10 TLS 29 & 42
800073428	WANG/DEIREN & CYNTHIA	625 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 10 TLS 34-35

The public information contained herein is furnished as a public service by Seward County. The map, all associated data, and measurements are approximate and not to be used for any official purpose. Seward County makes no warranties, either expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the information for any other particular use. Furthermore, Seward County assumes no liability associated with the use or misuse of said information.

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Contact Us

Developed by
 Schneider
 GEOSPATIAL

Seward County, NE

Parcel Results

55 Results

Click on a parcel to view details

Parcel ID	Owner	Property Address	Sec/Twp/Rng	Legal Description
800072782	KENT/RUSSELL C	128 N 6TH ST		SEWARD ORIGINAL TOWN BLOCK 6 LOTS 4-6 & W 3' OF S 53' LOT 3
800072790	VAHL PROPERTIES LLC	544 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 6 E 1/2 LOT 7, W 1/2 LOT 8 & W 6 OF E 1/2 LOT 8
800072804	WAKE/MAX T(TRUSTEE & ELIZABETH B WAKE TRUSTEE	548 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 6 W 1/2 LOT 7
800072812	MACKIE/TAMMA S & DAVID	534 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 6 E 1/2 LOT 8 EXC W 6
800072847	LMB RENTALS LLC	530 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 6 W 1/2 LOT 9
800072928	BREXI PROPERTIES LLC	139 N 6TH ST		SEWARD ORIGINAL TOWN BLOCK 7 LOTS 1 & 4
800072936	EDWARD LYNN LLC	629 JACKSON AVE		SEWARD ORIGINAL TOWN BLOCK 7 E 36.5' LOT 2 & N 10' OF E 39' LOT 3 - TL 29
800072944	CITY OF SEWARD/THE	142 NO 7TH ST		SEWARD ORIGINAL TOWN BLOCK 7 W 83.5' OF LT 1, N 8' LOT 6 & ALL-LOT 3 EXC N 10' OF E 39'-
800072952	BREXI PROPERTIE LLC	133 N 6TH ST		SEWARD ORIGINAL TOWN BLOCK 7 N 1/2 LOT 5 - TL 28
800072960	OLD TOWN SQUARE, LLC	127 N 6TH ST		SEWARD ORIGINAL TOWN BLOCK 7 E 75' OF S 1/2 LOT 5 - TL 36
800072979	OLD TOWN SQUARE LLC			SEWARD ORIGINAL TOWN BLOCK 7 W 45' OF S 1/2 LT 5 - TL 35
800072987	KACH 646 LLC	132 N 7TH ST		SEWARD ORIGINAL TOWN BLOCK 7 S 34' LOT 6 - TL 32
800072995	KACH 510 LLC	644 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 7 E 1/2 OF W 1/3 LOTS 7,10 & 11 - TL 14
800073002	KACH 510 LLC	640 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 7 E 1/3 OF W 1/2 LOTS 7,10 & 11 - TL 15
800073010	HILLSIDE ACRES LLC	648 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 7 W 20' LOTS 7,10 & 11--TL 13
800073029	COSMIC COW INC	636 SEWARD ST		SEWARD ORIGINAL TOWN BLK 7 W20' OF E60' LTS 7,10 & 11 & N10' OF E40' LT 7-TLS 16 & 35
800073037	OLD HOLLAND HOLDINGS LLC	626 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 7 S 32' OF E 40' OF LOT 7 & E 40' LOTS 10-11 - TLS 33-34
800073045	OLD TOWN SQUARE LLC	612 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 7 W 40' LOTS 8,9 & 12 - TLS 19 & 20
800073053	OLD TOWN SQUARE LLC	606 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 7 E 40' OF W 80' LOTS 8,9 & 12 TLS 21 & 22
800073061	ROTH/KIRBY	604 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 7 W 19.5' OF E 40' OF LTS 8,9 & 12 EXC N 21' OF W 19.5' OF E 40' OF LTS--TL 23
800073088	ROTH/KIRBY	600 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 7 E 20.5' LOTS 9 & 12 & E 20.5' OF S 1/2 LOT 8 - TL 24
800073096	SEWARD APARTMENTS LLC	123 N 6TH ST		SEWARD ORIGINAL TOWN BLOCK 7 N 21' OF E 40' LOT 8 - TL 25
800073118	TRUMM MURPHY PROPERTIES, LLC	137 N 7TH ST		SEWARD ORIGINAL TOWN BLOCK 8 LOTS 1 & 4
800073142	FEHLHAFFER/BRIAN & CINDY	702 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 8 LOT 5 & N 1/2 LOT 8 - TL 15
800073150	ARRC PROPERTIES LLC	734 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 8 LOT 7, 10 & 11 EXC THE S 80' OF THE E 20'
800073169	OMAHA VARIETY MEATS LLC	714 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 8 S 1/2 OF W 45' LOT 8 & W 45' LOTS 9 & 12
800073177	AC PROPERTIES LLC	728 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 8 E 20' LOT 11 & S 38' OF E 20' LOT 10
800073185	FEHLHAFFER/BRIAN K & CYNTHIA A	702 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 8 S 1/2 OF W 25' OF E 75' LOT 8 & W 25' OF E 75' LOTS 9 & 12 - TL 17 LK 8 ORIGINAL TOWN SEWARD
800073193	FEHLHAFFER/BRIAN K & CYNTHIA A	702 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 8 S 1/2 OF E 50' LOT 8 & E 50' LOTS 9 & 12 - TL 18, 20 & 21
800073207	FEHLHAFFER/BRIAN K & CYNTHIA A	SW corner 7th & Seward		SEWARD ORIGINAL TOWN BLK 9 E74' LT 1 & E 74' OF N 24' LOT 4
800073215	DALES STEAKHOUSE INC	723 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 9 W 46' LOTS 1 & 4 & W 46' OF N 30' LOT 5 & VAC ALLEY
800073231	FEHLHAFFER/BRIAN K & CYNTHIA A	121 S 7TH ST		SEWARD ORIGINAL TOWN BLOCK 9 S12' OF W46' LOT 5 & E74' LOT 5 & E74' OF S18' LOT 4 & ADJ VAC ALLEY
800073246	DALES STEAKHOUSE INC	141 S 7TH ST		SEWARD ORIGINAL TOWN BLOCK 9 LOTS 8, 9 & 12
800073274	BLOEBAUM/DONALD & TERESA	623 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 10 W 20'6 LOT 1 & W 20'8 OF N 1/2 LOT 4
800073282	HILLSIDE ACRES LLC	615 SEWARD ST		SEWARD ORIGINAL TOWN BLOCK 10 #LOTS 1 & 4 - TL 39



City of Seward
Police Department
Chief Brian W. Peters

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

September 11, 2024

Derek Bargmann
City Clerk
City of Seward, Nebraska

RE: Liquor License Application – Merle’s Flower Shop (626 Seward St.)

Derek,

The Seward Police Dept. has had no pertinent contacts with the store owners/operators, Cody Luebbe and Stephanie Luebbe.

Feel free to contact me if you have any questions.

Regards,

Brian W. Peters
Chief of Police

- A. Consideration of a Resolution Recommending Approval of a Class J Liquor License for Merle's Flower Shop

RESOLUTION NO. 2024-29

BE IT RESOLVED by the Mayor and Council of the City of Seward, Nebraska, that,

WHEREAS, Notice of Application for a Class J Liquor License for Bud's Flower Shop, LLC, dba Merle's Flower Shop, 626 Seward Street, Seward, Nebraska was published in the Seward County Independent on September 18, 2024; cost of such publishing fee being \$12.27, and,

WHEREAS, a public hearing was held before the Mayor and Council of the City of Seward on October 1, 2024;

WHEREAS, no written protests were filed with the City, and no oral objections were heard by the Mayor and Council,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Seward, Nebraska, that recommendation be made to the Nebraska Liquor Control Commission that a Class J Liquor License for Bud's Flower Shop, LLC, dba Merle's Flower Shop, 626 Seward Street, Seward, Nebraska be approved.

The Mayor declared the resolution adopted.

Dated: October 1, 2024

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

(SEAL)

- B. Consideration of a Request to Recommend Stephanie Luebbe as Manager of Class J Liquor License for Merle's Flower Shop

ADMINISTRATIVE ITEMS

1. Consideration of a Request from the Nebraska Liquor Control Commission on Behalf of Squire Ward's LLC to Allow for an Addition to the Existing Liquor License to Include Basement of Existing Area (133 N 6th St) and Adjacent Building/Outdoor Area of 127 N 6th Street - City Clerk Bargmann



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 41027

AMENDMENT TYPE Addition to Licensed Area	APPLICATION DATE RECEIVED 2024-09-11
PREMISES TYPE Converted	PREMISES NAME SQUIRE WARDS
OPERATOR SQUIRE WARD'S LLC	CORPORATE LIMIT DESIGNATION Inside
LEASE OR OWN Lease	EXPIRATION DATE 2025-10-07
PHYSICAL ADDRESS 133 N 6TH ST SEWARD, NE 68434-2001	
MAILING ADDRESS PO Box PO BOX 205 SEWARD, NE 68434-0205 USA	
CONTACT NAME NELSON, GREGG M	PREFERRED CONTACT METHOD Email
CONTACT PHONE (402) 840-9786	ALTERNATE PHONE
FAX	EMAIL GREGG@SOPRIS.NET
PREMISES MANAGER GREGG M NELSON	PREMISES MANAGER EMAIL GREGG@SOPRIS.NET

QUESTIONS

Class C Spirits, Wine, Beer On a

1. Current Building Dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15)
L60, W21
2. New Building Dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15)
L80, W21
3. What is being added, deleted or changed? Explain the type of addition/deletion/reconstruction, i.e. beer garden, adding to the building, storage area being removed. Fencing is required for outdoor areas.

Existing basement added to licensed space, building next door, outdoor space next door.
4. Is there an outdoor area?
*Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.

Yes
L36, W21
5. Will a basement be used for alcoholic storage or sale?

Yes
L36, W21
6. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

1
7. Would the premises to be licensed be within 150 feet of a church, school, hospital, home for indigent persons or veterans, their wives and children?

No

8. Would the premises to be licensed be within 300 feet of a college campus or university?

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	NE LCC - Squire Wards Addition - Basement in Existing Location.pdf	
Premises Description & Diagram	NE LCC - Squire Wards Addition Part 2 - Adjacent Building 127 N 6th Street Seward NE.pdf	

APPLICANT

Gregg Nelson

DECLARATION

I (We) the applicant(s) agree and consent

I declare under penalty of perjury that I have read the contents of this amendment application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

ADDITION TO LICENSED AREA

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License
Class: _____

License Number: _____

Office Use only

Date Stamp HERE ONLY
Do not stamp any of the following pages

Application Requirements:

- Fee of \$45.00 – You may pay online at www.ne.gov/go/NLCCpayport or include a check made payable to the Nebraska Liquor Control Commission
- Must include a copy of the lease, deed or purchase agreement showing ownership in the name of the applicant of area to be added.
- Must include simple hand drawn sketch showing existing licensed area and area to be ADDED, must include outside dimensions in feet (not square feet), show direction North.
DO NOT SEND BLUE PRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
- Check with your local governing body for any additional requirements that may be necessary in making this request for addition
 - Rules & Regulations Chapter 2-012.0712.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances

LICENSEE NAME Squire Wards LLC

TRADE NAME Squire Wards Public House

PREMISE ADDRESS 133 N 6th St.

CITY Seward ZIP CODE 68434 COUNTY Seward

CONTACT PERSON Gregg Nelson

PHONE NUMBER OF CONTACT PERSON 402-840-9786

EMAIL ADDRESS OF CONTACT PERSON gregg@sopris.net

Office use only	BARCODE
PAYMENT TYPE _____	
AMOUNT _____ RCPT _____	
RECEIVED: _____	
DATE DEPOSITED _____	

1. Will this addition cause the premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; OR within 300 feet of a college or university campus?

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS

2. What is being added? Explain the type of addition that is being requested, i.e. beer garden, adding to building *if adding an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing.

Please see attached sheet for a full description of the proposed addition(s).

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING
SHOW EXISTING LICENSED AREA AND AREA TO BE ADDED
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH

Building length 80 x width 21 in feet

Is there a basement? Yes No

If yes, length 36 x width 21 in feet

Is there an outdoor area? Yes No

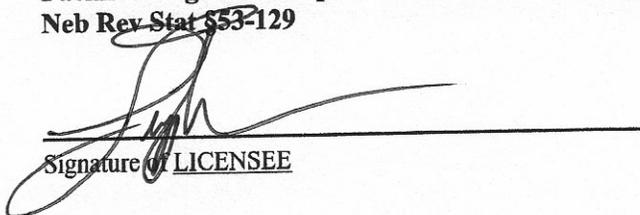
If yes, length 36 x width 21 in feet

*If adding an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

I acknowledge that the premises as added to comply in all respects with the requirements of the act.
Neb Rev Stat 53-129


Signature of LICENSEE

Gregg Nelson
Printed Name of LICENSEE

Nebraska Liquor Control Commission

Attachment to Form 110 – “Addition to Licensed Area”

Squire Wards LLC
133 N 6th Street
Seward, NE 68434

Liquor License # 124004

EXPLANATION OF SPACES TO BE ADDED:

1. Part One: The Basement space under the currently licensed Squire Wards. The basement is a partial basement, approximately 36' x 21', under the existing bar. It is accessed via a trap door to a staircase located in a storeroom. This space is currently used for the storage of dry goods, cleaning supplies and catering equipment. While this space has always been a part of the leased space in the bar, it was never specifically included in the prior lease. We have corrected that with a new lease, also reflecting new ownership of the building, because we would like to build a secure, lockable storeroom for the storage of liquor back-stock in this area.
2. Part Two: The property adjacent to our current operation located at 127 N 6th Street, Seward, NE. The current Squire Wards location is 133 N 6th Street, next door to the proposed addition. The building is 80' x 21'. There is no basement under this building. Upon completion this space will contain an ADA accessible restroom, a standard restroom, a serving station for employees and a dining room that will add approximately 40 seats to Squire Wards operation. Liquor would be stored in the secure, locked space described in Paragraph 1, above.
3. Part Three: The Outdoor Space of the building described in Paragraph 2, above. The space is approximately 36' x 21', is already fenced with a 6' tall, wooden privacy fence and is contiguous to the existing outdoor space of Squire Wards. Adding this space would allow us to expand our beer garden by adding approximately 16 seats. The existing beer garden has direct access to Squire Wards, including restrooms. The proposed addition would extend that area and also have direct access to the new addition, including the restroom facilities.
4. Part Four: A second, also adjacent, building at 606 Seward Street, will be renovated during Phase II of our expansion, scheduled to begin later in 2024. That space is not included with this Addition. This building is depicted on one drawing so this information is offered only to avoid any confusion related to that drawing.



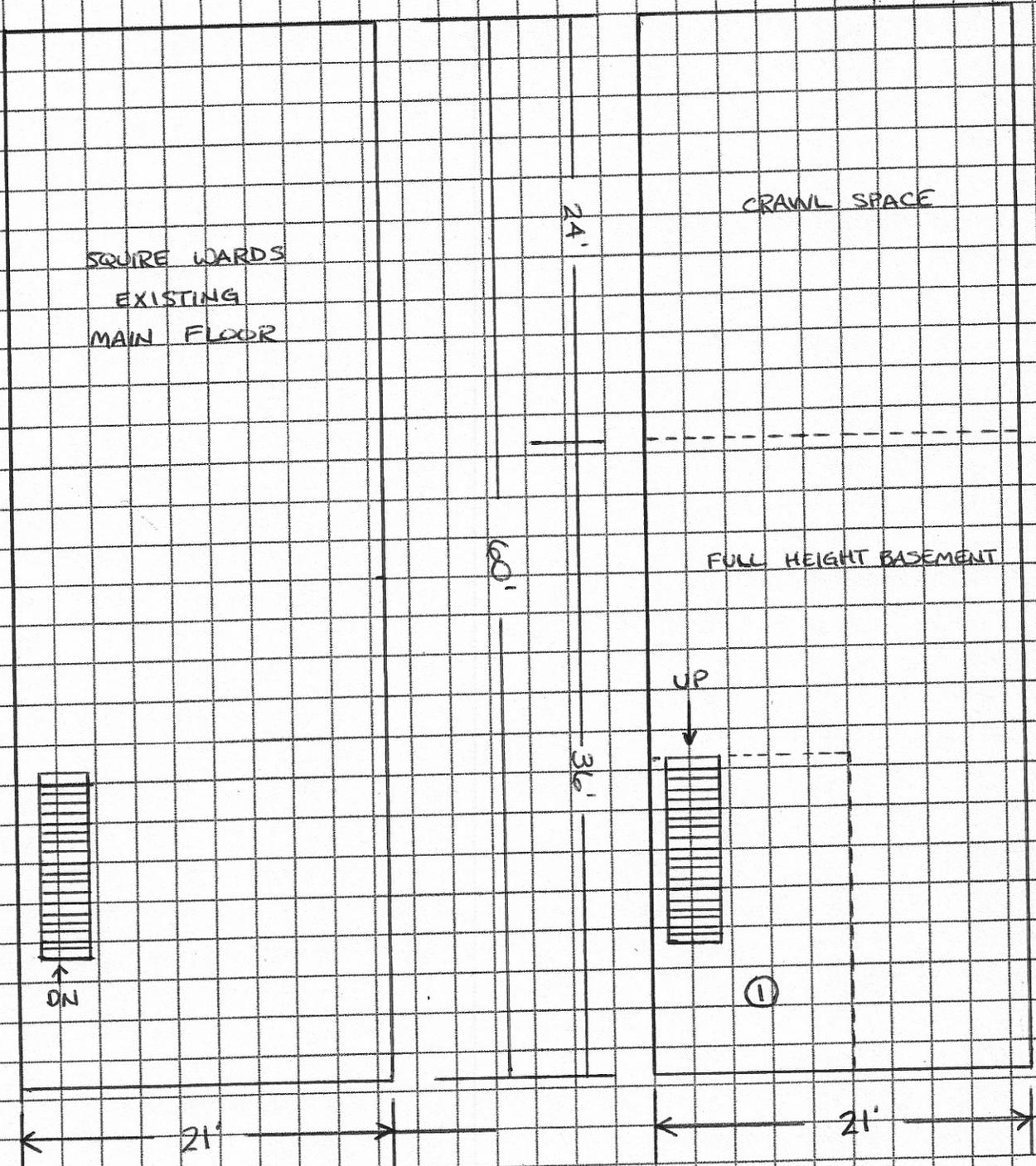
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DESIGN • CONSTRUCTION • RENOVATION

DESIGN ANALYSIS

COMPUTED BY	DATE	SHEET	OF
CHECKED BY	DATE	JOB NO.	
PROJECT	SQUIRE WARDS		
SUBJECT	BASEMENT ADDITION		

← N



① AREA OF PROPOSED SECURE LIQUOR STORAGE

EXISTING SQUIRE WARDS
NEW LEASE BEGINNING 8/1/24

LEASE AGREEMENT

THIS LEASE is made and entered into by and between the following parties and upon the following terms and conditions:

THE PARTIES

The parties to this Agreement, hereinafter referred to as Lessor and Lessee, respectively are:

LESSOR: NSG Partners LLC or Assigns

LESSEE: Squire Wards LLC or Assigns

Lessee Contact Information: 133 North 6th Street
P.O. Box 205
Seward, NE 68434
402-840-9786

LEASED PREMISES

In consideration of the covenants of this Lease and the rent reserved, Lessor hereby leases to Lessee the following described premises:

This Lease includes the entire property, building, including the first floor and the basement, and exterior paved/parking areas, of a Commercial Building located at 133 N 6th Street, Seward, NE, 68434 (Parcel 800072592). This is the current location of Squire Wards LLC (dba Squire Wards Public House, a sports bar and grill). Lessor and Lessee hereby agree that any previous Lease or Rental Agreement for 133 N 6th Street, Seward, NE will be superseded by this Contract.

The combination of the aforementioned physical locations will hereinafter, collectively, be referred to as the "Property" or the "Properties".

TERM

This Lease shall be perpetual, without expiration, beginning August 1, 2024. Termination may occur at any time with mutual consent of Lessor and Lessee. Consent will not be reasonably withheld in the event Lessee wishes to close, sell or otherwise change the structure of their business.

RENT

During the term of this Lease, the rental rate shall be One Dollar (\$1.00) per year.

USE

The Lessee agrees to use the premises for a hospitality business, including a restaurant, bar, arcade, lounge, liquor store, tobacco shop, cigar bar, event space and/or any other related activities associated therewith. Lessee shall comply with all applicable licensing and operating regulations as specified by local and state codes.

TAXES

Lessor shall pay all real estate taxes levied and assessed against the premises during the term of the Lease. Lessee to pay for any personal property taxes due on Lessee's equipment or inventory.

UTILITIES

Electricity, Natural Gas, Water and Sewer are included with this lease. Other Utilities, including, but not limited to, garbage collection, recycling, internet service, cable television, telephone, etc. will be contracted directly by the Lessee with various suppliers as needed. Lessor further agrees to allow Lessee to use any electrical outlets and hose spigots (water) along the exterior, south wall of the building located at 139 N 6th St., Seward, NE, as needed for the Lessee's business operation in the exterior areas of the leased space.

Trash Containers. Lessee will contract with a reputable refuse company for an appropriately sized dumpster(s) and recycling containers to be emptied weekly. Lessor agrees to allow Lessee to place said dumpster(s) near the power pole outside the north-west corner of 139 N 6th Street, Seward, NE, 68434.

ORDINANCES AND STATUTE

Both Lessor and Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. The commencement or pendency of any state or federal court abatement proceeding against either Party, affecting the use of the premises may, at the option of the other Party, be deemed a breach thereof.

ASSIGNMENT AND SUBLETTING

Lessee is allowed to Lease or sublet any portion of the premises without prior consent of the Lessor. Lessee will notify Lessor, in writing of the execution of a sublet agreement, or any such assignment or subletting of the premises.

MAINTENANCE

Lessor agrees to maintain in good repair, the structural building and the utility systems now installed, or to be installed under the provisions of this Lease, and servicing the leased premises, except that Lessee is responsible for regular maintenance including replacing furnace filters and light bulbs in the leased areas.

ENTRY AND INSPECTION

Lessee shall permit Lessor or Lessor's agent to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same and will permit Lessor at any time within thirty (30) days prior to the termination of this Lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

INDEMNIFICATION OF LESSOR

Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises and sidewalks and any other areas adjacent thereto, or any part thereof, and Lessee agrees to indemnify Lessor and hold Lessor harmless from any claims for damages to persons and property, including

DEFAULT

Upon the occurrence of any event of default Lessor may, in addition to any other remedy or right given by law, terminate this Lease by service of written notice of such termination upon Lessee and thereupon enter upon said leased premises, or any part thereof upon the date specified in such notice and retake possession of said premises.

The following shall be deemed events of default:

- (1) Default in the payment of rental provided herein for a period of ninety (90) days.
- (2) Breach by Lessee of any of the covenants or other obligations of Lessee set forth herein, and failure by Lessee to remedy set forth herein, and failure by Lessee to remedy such breach in full upon ninety (90) days notice in writing thereof given by Lessor.
- (3) Abandonment of said premises by Lessee for a period in excess of one hundred eighty (180) days.

No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

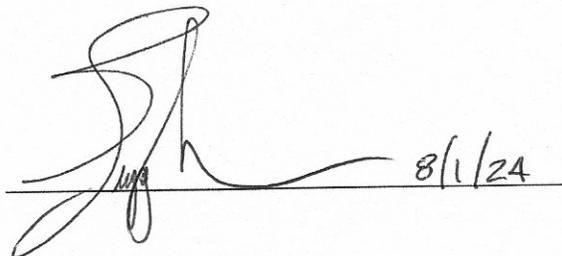
TIME

Time is of the essence of this Lease.

BINDING EFFECT

This Agreement constitutes the entire understanding of the parties and may not be modified except in writing, and is binding on the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF the parties have executed this Lease.

 8/1/24

Gregg Nelson, Manager

NSG Partners LLC – Lessor

 8/1/24

Ramona Nelson, Majority Owner

Squire Wards LLC - Lessee



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DESIGN • CONSTRUCTION • RENOVATION

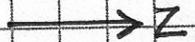
DESIGN ANALYSIS

COMPUTED BY _____ DATE _____ SHEET _____ OF _____

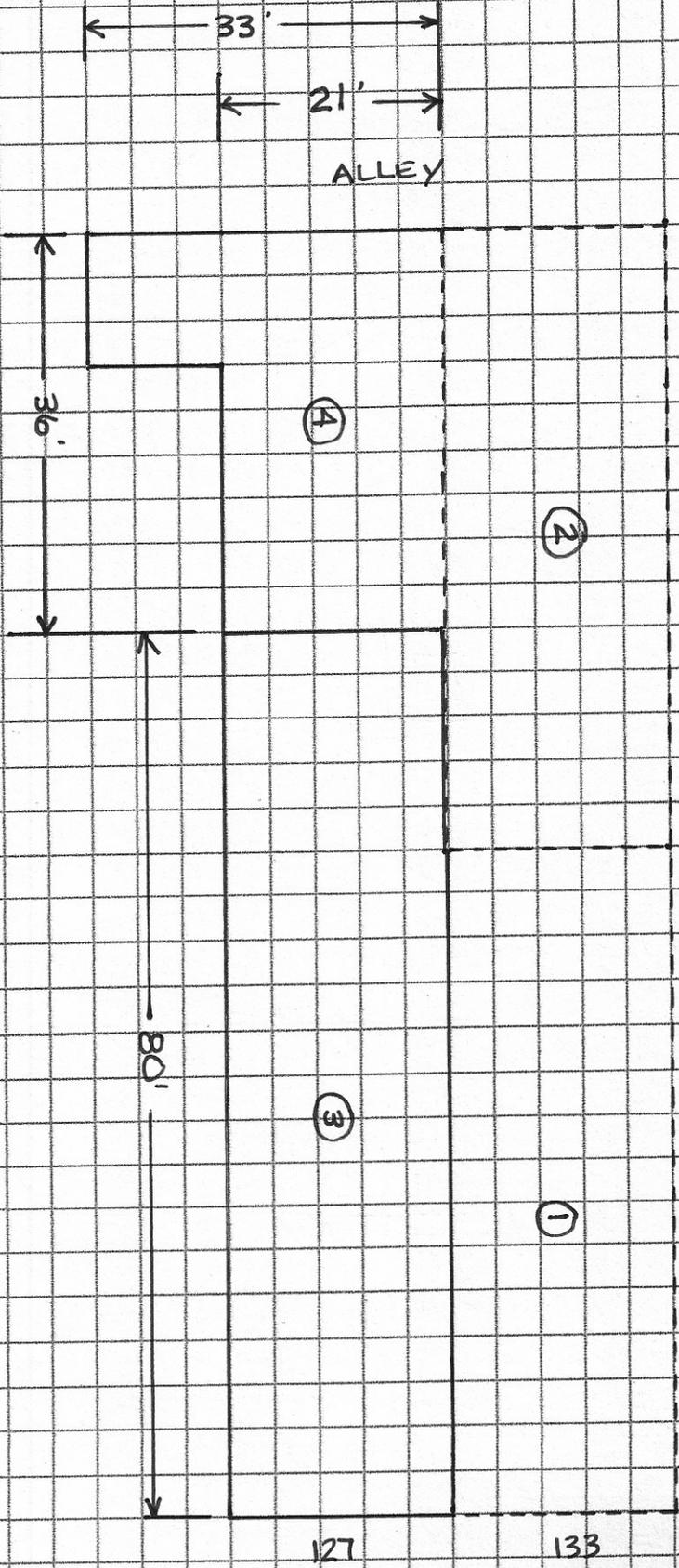
CHECKED BY _____ DATE _____ JOB NO. _____

PROJECT **SQUIRE WARDS ADDITION**

SUBJECT **EXISTING + ADDITION**



- ① EXISTING SQUIRE WARDS (LIC. #124004) - 133 N. 6TH ST. SEWARD, NE
- ② EXISTING SQUIRE WARDS OUTDOOR SPACE
- ③ PROPOSED ADDITION TO LICENSE - 127 N. 6TH ST. SEWARD, NE
- ④ PROPOSED ADDITIONAL OUTDOOR SPACE



127

133

6TH ST.

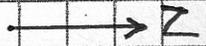


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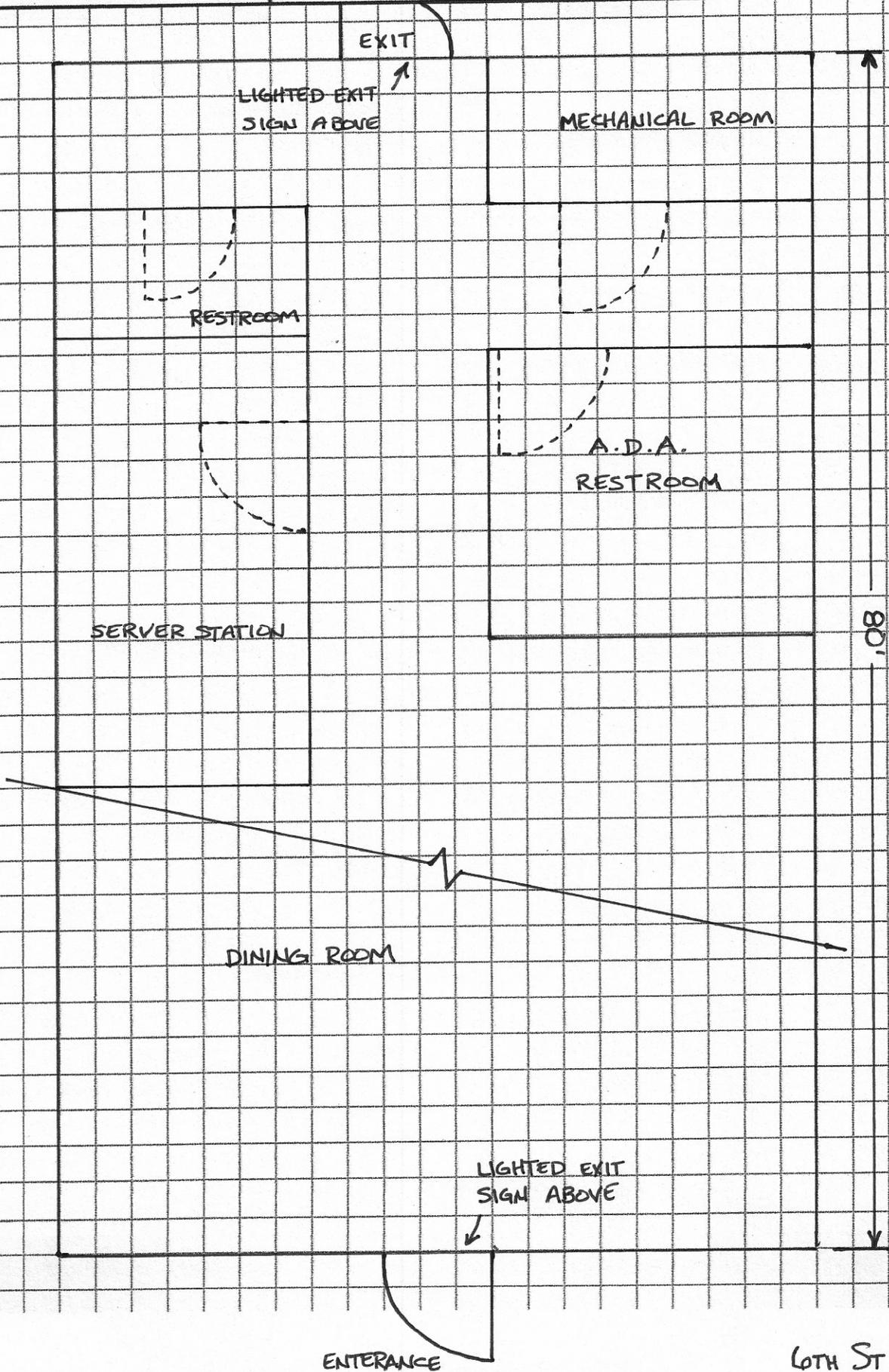
DESIGN • CONSTRUCTION • RENOVATION

DESIGN ANALYSIS

COMPUTED BY	DATE	SHEET	OF
CHECKED BY	DATE	JOB NO.	
PROJECT	SQUIRE WARDS ADDITION		
SUBJECT	INTERIOR FLOORPLAN		



NO COOKING APPLIANCES - ALL FOOD PREPARED OFF SITE



60TH ST.

PHASE I & II
THROUGH 3/31/29

LEASE AGREEMENT

THIS LEASE is made and entered into by and between the following parties and upon the following terms and conditions:

THE PARTIES

The parties to this Agreement, hereinafter referred to as Lessor and Lessee, respectively are:

LESSOR: Old Town Square LLC

LESSEE: Squire Wards LLC

Lessee Contact Information: 133 North 6th Street
P.O. Box 205
Seward, NE 68434
402-840-9786

LEASED PREMISES

In consideration of the covenants of this Lease and the rent reserved, Lessor hereby leases to Lessee the following described premises:

Commercial building consisting of the street level and basement of the East half of 606 Seward Street, Seward, NE 68434 (Parcel 800073053), farthest North room of 612 Seward Street, Seward NE 68434 (Parcel 800073045), adjoining exterior Lot 5 of Block 7 (Parcel 800072979), and all of commercial building 127 S. 6th Street (Parcel 800072960). See Attachment A for specific details and dimensions of agreed rental premises.

TERM

This Lease shall be for the term commencing April 1, 2024 and ending on March 31, 2029, with the option to renew at March 31, 2029 for an additional 5 year term.

RENT

During the term of this Lease, the rental shall be Three Thousand Dollars (\$3,000) per month. If the option to renew the lease starting April 1, 2029 is mutually agreed by the parties, rent rate will be adjusted for inflation to a new monthly rental rate mutually agreed by the parties at that time.

The initial monthly payment shall be payable upon the first day of April 2024, and subsequent payments due on the first day of each month thereafter.

Accounts paid after the 10th day of the month shall be charged an additional \$40.00 as a management fee above normal rental fee and shall be deemed due and payable until such time as all past due rents have been paid in full.

All rental payments shall be paid to Old Town Square LLC and mailed to P.O. Box 1216, North Platte, NE 69103; or delivered to the office at 612 Seward St, Seward NE 68434; provided however, Lessor reserves the right to designate a different place of payment for rentals and designate a different manager, in which event Lessor shall notify Lessee in writing of such change.

USE

The Lessee agrees to use the premises for a restaurant and bar, and related activities associated therewith. Lessee shall not use any portion or all of the premises for any purpose, which will increase the existing risk of insurance on the premises resulting in premium increases or policy cancellation.

TAXES

Lessor shall pay all real estate taxes levied and assessed against the premises during the term of the Lease. Lessee to pay for any personal property taxes due on Lessee's equipment or inventory.

UTILITIES

All utilities used in the premises shall be at the expense of Lessee and directly contracted with the utility provider.

ORDINANCES AND STATUTE

Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises shall, at the option of the Lessor, be deemed a breach thereof.

ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this Lease.

MAINTENANCE AND REMODELING

Lessor agrees to maintain in good repair, the structural building and the utility systems now installed and servicing the leased premises, except that Lessee is responsible for regular maintenance including replacing furnace filters and light bulbs and sidewalk snow removal. Lessor agrees to install a main electrical service panel for the 606 Seward St building (Parcel 800073053) and HVAC system for the kitchen. Lessor also agrees to complete refurbishment of the front façade as described in the Lessor's DTR application approved by the city council. Lessee acknowledges that the premises are being accepted in "as is" condition at inception of this Lease but reserves, with the written permission of Lessor or Lessor's agent, the right to make interior improvements and remodeling of the non-structural interior walls, doors, wall coverings, fixtures and the like,

all at the expenses of Lessee for the accommodation of its business provided that no modification injury or damage is caused to the basic building and Lessor shall never have any obligation of repair or maintenance of such improvements and remodeling made by Lessee. General provisions elsewhere in this Lease to the contrary notwithstanding, Lessee shall bear the risk of loss of any such alterations due to any cause, and the destruction thereof shall not affect the obligations of tenancy by Lessee. At termination, such improvements and remodeling shall remain with the premises, except any fixtures and shelves owned by Lessee that have not been affixed to the premises may be removed by Lessee. Lessee shall keep the premises free from refuse or obstruction and otherwise keep the premises in presentable appearance suitable to commerce. Lessor shall be responsible for maintenance and repair of the heating and air-conditioning unit in the premises, except for regular filter maintenance as mentioned above. Notwithstanding anything herein to the contrary, Lessee shall not be responsible for any repairs, replacements or maintenance of the leased premises which arise from or as a result of the negligence of the Lessor, its agents, employees, invitees, licensees and contractees or by structural defects in the leased premises or of the building of which it is part.

ENTRY AND INSPECTION

Lessee shall permit Lessor or Lessor's agent to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same and will permit Lessor at any time within thirty (30) days prior to the expiration of this Lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

INDEMNIFICATION OF LESSOR

Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises and sidewalks and any other areas adjacent thereto, or any part thereof, and Lessee agrees to indemnify Lessor and hold Lessor harmless from any claims for damages to persons and property, including Lessee's, no matter how caused, which are related to Lessee's occupancy of the premises. To the extent, however, that Lessor and Lessee each have purchased applicable liability and casualty insurance, Lessee and Lessor, each hereby releases the other from any claim for recovery for any loss or damage to any of its property which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policy of insurance. Each party shall disclose to the other forthwith the amount of insurance coverage, the carrier, which is intended to be subject to the foregoing release of subrogation rights.

PARKING FACILITIES

Lessor does not own any parking facilities adjoining the building. The vacant lot to the rear of the building (Parcel 800072979) is included with this rental lease and subject to the conditions of this lease. All parking to the front of the building are owned by the city and not under control of the Lessor.

POSSESSION

Lessee shall have possession of the 606 Seward St property commencing immediately. Access to the 127 N. 6th Street property will commence as of February 1, 2024.

INSURANCE

Lessee, at its expense, shall maintain public liability and property damage insurance insuring Lessee and Lessor with minimum coverage as follows: \$100,000 for one person and \$500,000 per accident for bodily injuries.

SIGNS

Lessee shall not construct any projecting sign or awning without the prior written consent of Lessor which consent shall not be unreasonably withheld.

TRADE FIXTURES

Except as provided in the Maintenance and Remodeling paragraph above, any and all improvements made to the premises during the term hereof shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination hereof, remove all his trade fixtures, but shall repair or pay for all repairs necessary for damages to the premises occasioned by removal.

DESTRUCTION OF PREMISES

In the event of a partial destruction of the premises during the term hereof, from any cause except negligence of Lessee, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this Lease may be terminated at the option of either party.

INSOLVENCY

In the event that a receiver shall be appointed to take over the business of the Lessee, or in the event that the Lessee shall make a general assignment for the benefit of creditors, or Lessee shall take or suffer any action under any insolvency or bankruptcy act, the same shall constitute breach of this Lease by Lessee.

DEFAULT

Upon the occurrence of any event of default Lessor may, in addition to any other remedy or right given by law, terminate this Lease by service of written notice of such termination upon Lessee and thereupon enter upon said leased premises, or any part thereof upon the date specified in such notice and retake possession of said premises.

The following shall be deemed events of default:

- (1) Default in the payment of rental provided herein for a period of ten (10) days.

(2) Breach by Lessee of any of the covenants or other obligations of Lessee set forth herein, and failure by Lessee to remedy set forth herein, and failure by Lessee to remedy such breach in full upon 15 days notice in writing thereof given by Lessor.

(3) Abandonment of said premises by Lessee.

REMEDIES OF OWNER ON DEFAULT

In the event of any breach of this Lease by Lessee, Lessor, besides other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises. Such property may be moved and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee. Should Lessor elect to re-enter, or should it take possession pursuant to legal proceedings or any notice provided by law, it may either terminate this Lease or may from time to time, without terminating this Lease, relet said premises, or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable with the right to alter or repair the premises upon such reletting. In such event, Lessee shall be immediately liable to pay to Lessor, in addition to any other amounts due hereunder; (a) the cost and expense of such reletting and such alterations or repairs, and any amount by which the rent reserved herein for the period of such reletting, but not beyond the term hereof, exceeds the amount agreed to be paid as rent for such period; or (b) at the option of the Lessor, rents received by Lessor from such reletting shall be applied first to the repayment of indebtedness other than rent due hereunder, second to costs and expenses or reletting and alterations or repairs, and third to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable. Lessee shall be credited only with rent actually received by Lessee. Lessee shall, in such events, pay any deficiency between the amount due from Lessee to Lessor and the amount credited.

No such re-entry or taking possession by Lessor shall be construed as an election to terminate this Lease unless written notice of such intention is given, or unless termination be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease on account of such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, it may recover from Lessee all damages it may incur by reason or such breach, including the costs of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to the rent reserved for the remainder of the term hereof, over the then reasonable value of the premises for the remainder of the term, all of which amounts shall be immediately due and payable from Lessee.

In any event, however, the liability of Lessee shall in all cases not extend to events occurring beyond the end of the term of this Lease, unless the term of this Lease is otherwise hereafter extended by written agreement of the parties.

No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

TIME

Time is of the essence of this Lease.

BINDING EFFECT

This Agreement constitutes the entire understanding of the parties and may not be modified except in writing, and is binding on the heirs, successors and assigns of the parties.

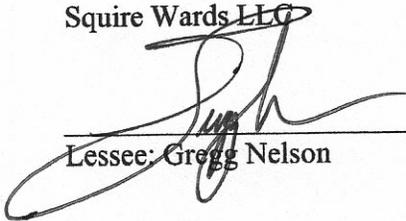
IN WITNESS WHEREOF the parties have executed this Lease.

Old Town Square LLC

Squire Wards LLC



Lessor: Shannon Meyer 4-1-24
Date



Lessee: Gregg Nelson 4/1/24
Date

2. Consideration of a Resolution Approving a Street Closure Crossing Hwy 15 for Seward County Chamber & Development Partnership Christmas Festival Annual Lighted Christmas Parade on November 30, 2024 - City Clerk Bargmann

RESOLUTION NO. 2024-30

WHEREAS, the Seward County Chamber & Development Partnership Christmas Festival Committee Annual Lighted Christmas Parade is scheduled for November 30, 2024; and

WHEREAS, the City of Seward wishes to support this annual event; and

WHEREAS, it is necessary to close Highway 15 at the intersection of Seward Street and Highway 15 for the Parade from 2:00 p.m. to 7:00 p.m.; and

WHEREAS, the road closure described above must be approved by the State of Nebraska Department of Roads;

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

The City Clerk is hereby authorized to forward this resolution to the State of Nebraska Department of Roads for the closing of Nebraska Highway 15 as defined above for the festivities to be held on November 30, 2024, in Seward, Nebraska.

The Mayor declared the resolution adopted.

Dated: October 1, 2024

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)



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

APPLICATION FOR PARADE, MARCH OR SPECIAL EVENT

IF THIS PARADE, MARCH, OR SPECIAL EVENT INVOLVES THE TEMPORARY USE OF ANY PORTION OF THE STATE HIGHWAY SYSTEM OR CITY FACILITIES, FORMAL ACTION BY THE CITY COUNCIL IS REQUIRED. THE CITY IS REQUIRED TO PROVIDE 30 DAYS NOTICE TO THE STATE OF NEBRASKA REGARDING HIGHWAY USE. THE COUNCIL MEETS THE 1ST & 3RD TUESDAYS OF EVERY MONTH AND REQUESTS MUST BE RECEIVED BY NOON ON WEDNESDAY PRIOR TO THE NEXT COUNCIL MEETING AND MUST INCLUDE A COPY OF THE INSURANCE POLICY FROM THE SPONSORING ORGANIZATION.

We, the undersigned, hereby apply for a permit for a **(CIRCLE ONE)**:

Parade

March

Special Event

on Sat. Nov 30th from 5:30 to 6:30 for the purpose of _____
(DATE) (TIME) (TIME)

Lighted Christmas Parade for approximately 2000 people.

The location of the event will be held at the following address(es): _____
Seward St. from 1st to 10th/ 1st Street from Jackson to Seward

Additionally, we request the following from the City: **X** barricades _____ picnic tables
to be delivered to the site by (Date/Time) 11/30/24 by 2pm at the following location(s):

Along the route- both sides of the streets

Lastly, we intend to sell or offer the following during the event **(CHECK ALL THAT APPLY)**:
 Food Alcohol Other: _____

Additional Comments: The IIIII lines on the map indicate parade line-up locations. We would like to request street closures for these locations as well: Bradford and Roberts- 1blk east & west of 1st and Moffit- 1blk west of 1st

APPLICANT INFORMATION

SCCDP/ Christmas Festival Committee	collin@cultivatesewardcounty.com	402-643-4189
APPLICANT'S/ORG. NAME	EMAIL ADDRESS	TELEPHONE NO.
616 Bradford St.	Seward NE	68434
APPLICANT'S/ORG. ADDRESS	CITY	STATE ZIP

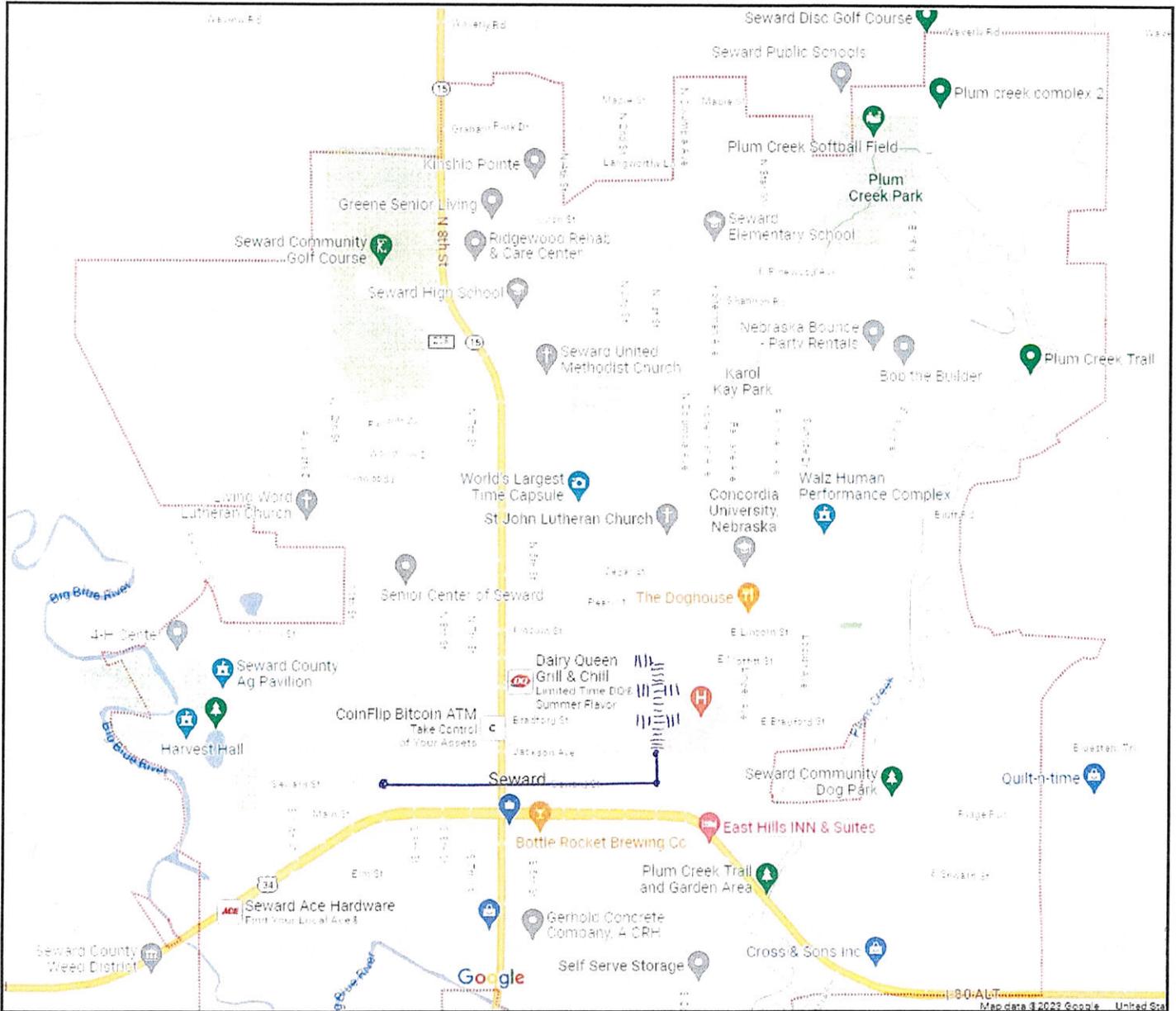
	9/26/24
APPLICANT'S SIGNATURE	DATE

A Certificate of Liability Insurance naming the City of Seward as additionally insured in the amount of \$1,000,000 is required. The insurance certificate must show evidence of coverage specific to the event and activities to be conducted. The City Clerk must have the insurance certificate in hand before a permit is issued.

If an event involves a street closure, please complete the appropriate 'street closure' form and return to: City Clerk, 537 Main Street, Seward, NE 68434.

If a parade or march, please indicate the route of the event below and note the following:

- No alcoholic beverages in street or public right-of-way
- No excessive and prolonged noise or music
- Assurance that clean-up of streets is performed by organization



<p><u>FOR CITY OF SEWARD USE ONLY</u></p>	<p>DATE SENT TO STATE: _____</p> <p>DATE INS. INFO RECD: _____</p> <p>DATE PERMIT ISSUED: _____</p>
<p>MAYOR APPROVAL:</p>	<p>_____</p>
<p>CHIEF OF POLICE APPROVAL:</p>	<p>_____</p>
<p>STREET SUPERINTENDENT APPROVAL:</p>	<p>_____</p>



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

APPLICATION FOR TEMPORARY STREET CLOSURE PERMIT

I, the undersigned, having read and understand the City of Seward Street Closure Policy, which includes the following provisions:

- No alcoholic beverages in street or public right-of-way
- No closures allowed on 4th of July
- No excessive and prolonged noise or music
- Assurance that all clean-up of streets is performed
- Applicant must file a Certificate of Liability Insurance naming the City of Seward as insured in the amount of \$1 million.

do hereby petition for the closure of

Seward St/ & N 1st between 1st & 10th/ & Jackson & Seward
(STREET NAME) (LIST BOTH CROSS STREETS AND ADDRESSES)

on November 30th, 2024 from 2pm to 7pm for the purpose of
(DATE) (TIME) (TIME)

Lighted Christmas Parade for approximately 2000 people.

Additionally, I DO/ DO NOT (CIRCLE ONE) request any barricades to be supplied from the City.

If yes, I would like the barricades delivered to the site on 11/30/24 by 2pm.
(DATE) (TIME)

	Seward County Chamber and Development Partnership	402-643-4189
APPLICANT'S NAME	ORGANIZATION NAME	TELEPHONE NO.
616 Bradford St.	Seward NE	68434
APPLICANT'S/ORG. ADDRESS	CITY STATE	ZIP

Collin H
APPLICANT'S SIGNATURE DATE

*****APPLICANT MUST COMPLETE PAGE 2 FOR VALID APPLICATION*****

A Certificate of Liability Insurance naming the City of Seward as additionally insured in the amount of \$1,000,000 is required. The insurance certificate must show evidence of coverage specific to the event and activities to be conducted. The City Clerk must have the insurance certificate in hand before a permit will be issued.

Date insurance certificate filed with City: _____

FOR CITY OF SEWARD USE ONLY	DATE PERMIT ISSUED: _____
MAYOR APPROVAL:	_____
CHIEF OF POLICE APPROVAL:	_____
STREET SUPERINTENDENT APPROVAL:	_____

****PLEASE PRINT PAGE 2 TO SEPARATE PAGE****

RESIDENTS/OWNERS OF PROPERTY ABUTTING STREET CLOSURE

We, the undersigned, do hereby consent to the Temporary Street Closure Permit as described in this application (Only one adult signature needed per address):

ADDRESS PRINTED NAME SIGNATURE

3. Consideration of a Claim from Phil Friedrich, Owner of Property at 242 N 8th Street, for Property Damage in the Amount of \$3,500 - City Administrator Butcher



CITY OF SEWARD NEBRASKA
 537 MAIN ST
 PO BOX 38
 SEWARD, NE 68434-0038

PH: 402-643-2928
 FAX: 402-643-6491

CLAIM FORM

CONTACT INFORMATION

Name: Phil Friedrich Home Phone: _____
 Address: 11214 S. 170th St. Business Phone: _____
 Date & Time of Incident: Multiple incidents Cell Phone: 402-641-6207
 Location of Incident: 242 N. 8th St. Seward NE Email: Phil.Friedrich10@gmail.com
 Type of Incident: Injured Person Property Damage Automobile Accident (Check all that apply)

INJURED PERSON

Occupation: _____ Employed by: _____
 Did you see a doctor? Yes No Doctor's Name: _____
 Were you hospitalized? Yes No Hospital: _____
 Describe incident (nature & extent of injury): _____

 Any Witnesses? _____

PROPERTY DAMAGE

List Property Damaged: Tree Burnt city of Seward Fire Department had to put out. Bits of metal ruined carpet and cars on property.
 Age of damaged property: _____ Estimated cost of repair: \$3,500
 How was the property damaged? During the welding of the water tower, during the sanding of the water tower.

AUTOMOBILE ACCIDENT

Driver, if other than owner: _____
 Address: _____ Home Phone: _____
 Estimated cost of repair: _____ Business Phone: _____
 Vehicle: (year, make, model) _____ Police Notified? Yes No
 Your description of the accident: _____

INSURANCE INFORMATION

Amount of Claim: _____ **(COPIES OF BILLS MUST BE ATTACHED VERIFYING AMOUNT OF CLAIM)**
 Your Insurance Company: _____ Your Insurance Agent: _____
 Insurance Company Phone: _____ Insurance Agent Phone: _____
 Did you report a claim? Yes No Did you receive payment? Yes No Deductible: _____

ADDITIONAL INFORMATION

Any other pertinent information: (write on back if more space needed) _____

 Explain why you feel the City of Seward is responsible: Because you are setting up the water tower and the companies you hired have not taken the proper procedures to contain the problem according to Mike Oneby's conversation with me.

SIGNATURE OF CLAIMANT: Phil Friedrich DATE: 09-17-2024

4. Seward Foundation Application:
 - A. Seward Memorial Library - Games Galore! - \$525 Requested



Grant Request Form

Name of Project: Games Galore!

Contact Name: Becky Baker

Address: 233 S. 5th Street, Seward

Phone: (402)643-3318

City: Seward

State: NE

Zip: 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.

One of the goals of Seward Memorial Library is to provide more family activities to local citizens, a need identified in a recent community survey. By improving the availability of quality board games the library circulates, families will be more likely to find ones to fit their needs. Both additional games and the storage totes used for their circulation need to be purchased and promoted.

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?

“Playing board games is an activity in which children and adults spend time enjoyably together. With the hundreds of existing board games focused on various themes, frequent new releases, and the option to play cooperative or competitive games, the choices for shared board game play are many. The expansion of libraries lending out board games and the establishment of more community-based and school-based board game programs has the additional advantage of bringing these rich learning opportunities to families and children in communities at large at little to no cost to individual families.” Daniela K. O’Neill and Paige E. Holmes, American Journal of Play

Expanding the number of board games available for children of all ages will provide many benefits. Playing games stimulates memory formation and complex thought functions in the brain, helps develop decision making

and problem-solving skills, encourages teamwork and patience, and even lowers blood pressure! Having board games available at no cost for families in Seward is a great alternative to on-screen activities which tend to be isolating. Gathering around a board game instead can bring families together in a fun way.

While many of the games in the library’s current collection have been donated by their manufacturers, adding purchases of specifically recommended games, and of the plastic totes they circulate in, would greatly improve the quality of games we offer. A special focus would be on games for younger children.

We will promote the addition of games in our newsletter, on social media, on our website, and with in-house posters. Children who attend Toddler Time, Story Time, and After School Programs will be encouraged to use the new items.

Each of the new games purchased with Seward Foundation funds will have a sticker on it noting the donation.

Staff members are working on a special springtime event that will promote the receipt of new games.

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:

SOURCES OF FUNDS	USE OF FUNDS
Seward Foundation	Purchase of games/totes
Seward Library Foundation	Purchase of games/totes
Friends of Seward Library	Purchase of games/totes
Nebraska Library Commission	Funding of promotional event, printing, purchase of games/totes
Seward Memorial Library budget	Funding of a special promotional event, other promotions, printing, staff time, etc. in addition to purchase of games/totes if needed

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

The budget information is attached

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

Seward Memorial Library budgets for staff, game piece replacement/repair, promotion of game collection, etc.

How did you arrive at the budget figures?

Amazon prices for both games and containers. We will purchase as many games/containers as we can using the funds raised for this project.

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

Yes, this grant would greatly enhance what we currently offer. On any given day, the majority of games for young children are out to families in Seward. It would be fantastic to have more options available to families who are hoping to use games to expand their children's learning while bringing families closer together as they play.

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

- Friends of Seward Library \$525
- Nebraska Library Commission \$525
- Seward Library Foundation \$525
- Seward Foundation \$525
- Seward Memorial Library budget \$300

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

No, grant requests are now in process. Decision times vary per group.

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?

The Seward Memorial Library budget will ensure the continuation of this very popular project.

Other Information:

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

On-going; the first games were added to our collection in December 2019

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

Seward Memorial Library staff

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

Yes, by Seward Memorial Library staff

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

Yes, we are ready to go!

Games Galore! Budget Information

EXPENSES

Purchase of approx 70 board games, inventory & costs can vary	\$1,650.00
Purchase of 70 plastic totes, estimated cost of \$6.25 each	\$450.00
Promotional expenses (Printing, ads, extra staffing, refreshments, prizes, etc.)	<u>\$300.00</u>
Total Cost	\$2,400.00

INCOME

Seward Foundation	\$525.00
Seward Library Foundation	\$525.00
Friends of Seward Library	\$525.00
Nebraska Library Commission	\$525.00
Seward Memorial Library*	<u>\$300.00</u>
Total Income	\$2,400.00

5. Discussion Regarding Future Burials at the Fourth Addition to the Seward Cemetery -
City Administrator Butcher

SEWARD CEMETERY - SEWARD, NEBRASKA
RULES AND REGULATIONS
FOURTH ADDITION TO THE SEWARD CEMETERY

1. All traditional earth burials shall be in a concrete or steel grave liner or better.
2. All monuments and markers must be set on an approved concrete, marble or granite foundation with a minimum 4" margin. Monuments and markers in the infant section shall be ground level markers no larger than 24" by 20".
3. Monuments and markers shall be of any standard granite or marble of any color.
4. All monuments and markers EAST of Linden Avenue shall be set at the WEST end of the lot.
5. All monuments and markers in the FIRST three rows of lots WEST of Linden Avenue shall be set at the EAST end of the lot.
6. All monuments and markers in the SECOND three rows of lots WEST of Linden Avenue shall be set at the WEST end of the lot.
7. Foot markers are allowed and shall be set FLUSH WITH THE GROUND with a minimum 4" margin on granite or concrete foundation with a 12" concrete footing.
8. Only vases of a permanent type will be permitted and shall be set in or on the foundation. Vases shall be installed in line with the monument or marker and never to the rear or front of the monument or marker.
9. Monuments or markers shall face EAST or WEST.
10. Flat government markers and bronze plaques are allowed for Veterans. Bronze plaques can be fixed firmly on a concrete, marble or granite foundation with a minimum 4" margin with a 12" concrete footing.
11. Curbing, surface burial vaults, grave slabs, monoliths, grave enclosures, or any type of vases or statue that is not a standard conformation of a marker are not permitted. Planting of shrubs, flowers, bulbs, trees, etc. are not permitted.
12. Before a permit to set any type of monument or marker is issued, all spaces and grave openings shall be paid in full.
13. All monuments and markers or any type of memorial shall be set under the direct supervision of the City of Seward personnel during normal business hours Monday through Friday and a permit shall be obtained from the City and paid in full before installation is started.
14. The City of Seward is not responsible for any damage to monuments, markers or any kind of memorial by an act of nature, such as falling limbs, trees, or damage done by vandals.
15. The City of Seward reserves the right and privilege to regulate and enforce all rules and regulations now and in the future.
16. Up to three (3) cremains will be allowed with one (1) traditional burial space. This will be in one (1) space, with one headstone, according to the section rules and regulations for the size of monument or marker, listing all names of those buried in that one space.
17. Cremation burials shall be in a permanent urn/urn vault manufactured solely for the purpose of earth burial of cremated human remains. The urn/urn vault must be constructed of reinforced concrete, steel, granite, marble, or high impact polypropylene. Any other container is not acceptable.

6. Consideration of an Engineering Services Agreement with Short Elliott Hendrickson (SEH), Inc. for the Wastewater Treatment Facility Improvements Soil Surcharge Project in the Amount of \$50,535 - City Engineer Oneby

Agreement for Professional Services

This Agreement is effective as of September 24, 2024, between City of Seward (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **WWTF Soil Surcharge – Construction Administration.**

Client's Authorized Representative: Greg Butcher
Address: 537 Main St, PO Box 38, Seward, Nebraska 68434
Telephone: 4026432928 **email:** greg.butcher@cityofsewardne.gov

Project Manager: Colin Marcusen
Address: 2351 Connecticut Avenue, Suite 300, Sartell, Minnesota 56377
Telephone: 320.229.4359 **email:** cmarcusen@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Contract Documentation:

1. Prepare the Standard Form of Agreement and Notice to Proceed Documents.

Meetings:

2. Project manager, project engineer, and representatives from Schemmer, the construction observation subconsultant, will schedule, attend, and preside over one (1) preconstruction conference with Contractor and City staff. Meeting will be held electronically.
3. Project manager, project engineer, and civil lead will attend up to two (2) progress meetings during Construction. SEH will prepare meeting agendas and minutes and will preside over the meetings. Meetings will be held electronically.

Construction Observation:

4. Two (2) trips to the site by project engineer are included in this scope at intervals appropriate to the various stages of construction for observation. Trips include time, mileage, and up to two (2) hours of time on site for observation.
5. Construction observation to be performed by Schemmer, as subconsultant to SEH.
 - a. Construction duration is estimated to be 8 weeks.
 - b. Construction inspection is anticipated to average 4 hours per day, up to 3 days per week for a duration of 8 weeks.
 - c. All monitoring, analysis and survey of the settlement status and settlement plates are the responsibility of the Contractor.
 - d. Soil Compaction tests will be performed by the subconsultant's inspector as part of the site visit. No additional trips are included for soil testing. Estimated tests include the following: Soil compaction testing using a nuclear density gauge for placement of the fill, preparing two standard proctors for the fill to be placed.
 - e. Construction inspector will maintain project field diaries, quantities, files and records, construction progress photos, and will develop daily reports for each day an inspector is on site.
 - f. Inspector will monitor the contractor's activities for compliance with the plans and specifications.
 - g. Subconsultant's staff will review and recommend contractor's pay applications on a monthly basis. Three (3) pay application reviews are included in this scope.

Review of Required Submittals:

6. Review project schedules, shop drawings, test results, and other documentation the Contractor is required to submit. Assumes a maximum of two (2) reviews per submittal. SEH's time for any additional reviews beyond two (2) reviews will be considered additional services. Per the project manual for the project, this additional time should be deducted from the Contractor's contract amount by change order.

Construction Administration/Project Management:

7. Respond to Contractor questions during construction.
8. Prepare and issue field orders and change orders as necessary. Review Contractor pricing on change orders and when acceptable, recommend for payment.
9. Review contractor's applications for payment and make recommendations to the Owner.

Project Completion and Closeout:

10. Provide recommendations for substantial and final completion. Substantial completion will determine when equipment warranty begins.
11. Coordination of preparation and completion of punch list with Contractor. Project Engineer will make one site visit for preparation of punch list.
12. Review required close-out documents, including final application for payment, and forwarding to Owner with recommendation for final payment.

Post Construction Documentation:

13. Furnish Owner with record drawings showing changes made during the construction process.

The construction phase tasks are based on an estimated substantial completion date of June 30, 2025. If construction extends beyond this date and any of the services listed above are still required, they will be considered additional services.

Additional Services:

SEH shall furnish the following Additional Services is authorized by Owner.

1. Additional services due to significant changes in general scope of the project or its design.
2. Additional services due to construction activities extending beyond the estimated construction schedule.
3. Additional site visits for the design disciplines, project manager, and project engineer beyond the number of site visits identified in the scope of work.
4. Providing professional services made necessary by the default of the Contractor or major defects in the Work.
5. Assistance in connection with Bid protests, rebidding, or negotiating contracts.
6. Providing construction surveys and staking to enable the Contractor to perform work and any type of property surveys. Contractor is responsible for surveys and staking during construction.
7. Additional services not otherwise provided for in this scope of work.

Owner's Responsibilities:

The Owner's responsibilities related to the construction administration services to be provided by SEH are:

1. Assist SEH by furnishing all available information pertinent to the services to be provided by SEH.
2. Give prompt notice to SEH whenever the Owner observes or otherwise becomes aware of any changes in the project or wishes to make changes in the project.
3. Furnish all test results and other special items pertinent to the project.
4. Promptly examine all studies, reports, sketches, cost estimates, and other documents presented by SEH, and render the necessary decisions and instructions.
5. Act promptly to review and approve or reject all proposed Change Orders

Items not Included in this Scope of Services:

1. Construction material testing performed by an independent testing laboratory will be directly paid by the Owner.
2. Survey and field engineering/staking is the responsibility of the contractor.
3. RPR or construction inspection beyond site visits noted above are not included in the scope of this agreement.

Schedule:

The Project will start upon execution of the Contract between the City and Contractor which is anticipated at the end of August 2024. We anticipate on site work to be completed by June 30, 2025. Record drawings will be prepared and delivered, and engineering services will be completed within two months after final completion of the project, which is currently set at December 27, 2025.

Payment:

The fee is hourly estimated to be \$50,535 including expenses and equipment such as mileage, meals, and cost of reproductions.

The estimated fee is subject to a not-to-exceed amount of \$50,535 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

Short Elliott Hendrickson Inc.

City of Seward

By: 
Full Name: Jake Vasa
Title: Client Service Manager

By: _____
Full Name: _____
Title: _____

Exhibit A-1
to Agreement for Professional Services
Between City of Seward (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated September 24, 2024

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement (“Services”). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant’s obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant’s control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant’s effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant’s standard rates.

D. Suspension and Termination

1. If Consultant’s services are delayed or suspended in whole or in part by Client, or if Consultant’s services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days’ written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client’s requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant’s Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant’s Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant’s reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant’s employees related to inappropriate or unwelcomed actions by Client or Client’s employees or agents. This shall include, but not be limited to, providing access to Client’s employees for Consultant’s investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant’s employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client’s facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client’s employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant’s employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

7. Consideration of an Ordinance Amending the Municipal Code; Initiating an Electric Rate Adjustment Increasing Total System Revenues by 3.0%; Effective with October 2024 Billing - City Administrator Butcher

ORDINANCE NO. 2024-17

AN ORDINANCE TO AMEND SECTIONS 237-3.1 THROUGH 237-3.13 OF THE MUNICIPAL CODE; TO INITIATE AN ELECTRIC RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICES FROM THE ELECTRIC DISTRIBUTION SYSTEM OF THE CITY BY 3.0% EFFECTIVE WITH THE OCTOBER 2024 AND JANUARY 2025 BILLINGS; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTIONS 237-3.1 THROUGH 237-3.13; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. Sections 237-3.1 through 237-3.13 of the Municipal Code shall be amended as follows:

§237-3.1. Determination of rates.

- A. As a tariff of rates based on monthly consumption by each consumer of current from the Electric Distribution System of the City, the following schedule based on meter readings is established.
- B. One meter shall be installed to service one user. If additional buildings are required for a given user, they shall be interconnected by the customer to obtain one meter. If additional meters and services are requested by the customer, each shall be treated as a separate customer. It will be at the City's sole discretion to determine what installation of service is most appropriate and beneficial to the system as a whole, which decision will be based on, but not limited to, proximity, continuity, similarity and compatibility of service. This requirement shall take effect with the kilowatt hour usage from the 1st day of October 2002. Any services metered differently prior to this date will be grandfathered in.
- C. Effective date: October 2024 billing
- D. Rates:
 - (1) Summer rate: The summer rate shall apply to the Customer's use from June Billing through September Billing.
 - (2) Winter rate: The winter rates shall apply to the Customer's use from October Billing through May Billing.
- E. Terms and conditions:
 - (1) Usage may be fractionalized on the actual days of service for application of a change in rate.
 - (2) Service will be furnished under the City's General Terms and conditions.
 - (3) Extensions made for service under this schedule are subject to the provisions of the City's rules governing Extension of Service and Facilities.
 - (4) The rates set forth herein may be increased by the amount of any new or increased governmental tax imposed and levied on transmission, distribution, production, or the sale of electrical power.

§237-3.2. Residential Light, Heat and Power (RE).

- A. Summer period:
 - (1) Customer charge, per month: \$24.14.
 - (2) Plus energy charge of: all kWh, per kWh: \$0.1119.
- B. Winter period:
 - (1) Customer charge, per month: \$24.14.

- (2) Plus energy charge of: First 700 kWh, per kWh: \$0.1119.
- (3) Over 700 kWh, per kWh: \$0.0906.
- C. Available: within established City limits.
- D. Applicable: to single-family residences and individually metered apartments for all domestic purposes when all service is supplied through a single meter, provided ratings of individual single-phase motors do not exceed five (5) horsepower.
- E. Character of service: AC, 60 cycles, 120/240 volt, three-wire, single-phase.
- F. Small Business in Residential District: any property located in a Residential Zone of the City which conducts a small business inside the home which is legal under the Zoning Ordinance of the City ^[1] shall be considered residential for the purposes of this section, in accordance with the definition in §237-2.8B(1).^[2]

[1] Editor's Note: See Ch. 410, Zoning and Subdivision.

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

§237-3.3. Commercial Service (CE).

- A. Summer period:
 - (1) Customer charge, per month: \$47.74.
 - (2) Plus energy charge of: All kWh, per kWh: \$0.1054.
- B. Winter period:
 - (1) Customer charge, per month: \$47.74.
 - (2) Plus energy charge of: First 1,600 kWh, per kWh: \$0.1054.
 - (3) Over 1,600 kWh, per kWh: \$0.0842.
- C. Available: within established City rate areas.
- D. Applicable: to any customer for lighting, heating, and power purposes where all service is taken through a single meter at one location, and where the Customer's demand does not exceed 49 kW for four consecutive months. Rating of individual single-phase motors and other single-phase power and heating units served under this schedule shall not exceed ten (10) horsepower except by special permission.
- E. Character of Service: AC, 60 cycles, 120/240 volts, single-phase; 240 volts, three-phase, three-wire; 120/240, 120/208, volts, or 277/480 volts, three-phase, four-wire; or at any of the City's standard distribution voltages, as available. Customers requiring service at secondary voltages other than that already established by the City shall be required to provide suitable space for location of the City's transformation, metering and associated equipment. Secondary voltage other than that already established shall be provided by special permission only.

§237-3.4. General Service Demand (GD).

- A. Summer period:
 - (1) Customer charge, per month: \$131.55.
 - (2) Demand charge: per kW per month of billing demand: \$20.688.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.0706.
- B. Winter period:
 - (1) Customer charge, per month: \$131.55.

- (2) Demand charge: per kW per month of billing demand: \$17.51.
- (3) Plus energy charge of: for all usage, per kWh: \$0.0652.
- C. Determination of billing demand: the billing demand shall be the greater of Subsection C(1) or C(2) below.
 - (1) The highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in the current billing period.
 - (2) Sixty five percent (65%) of the highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in June, July, August or September Billings.
- D. Available: within established City rate areas.
- E. Applicable: to existing customers, or to new customers with demands of 50 kilowatts, but not more than 500 kilowatts, for four (4) consecutive months whose entire requirements are taken through one meter, under a contract of standard form. Customers who reach this limit for four (4) consecutive months will be billed this rate on the fifth (5th) month. (Not applicable to resale, stand-by or auxiliary service.)
- F. Character of service: AC, 60 cycles, single- or three-phase, at any of the City's standard voltages (35,000 volts or less) where the service may be supplied by a single power transformation.

§237-3.5. General Service Demand – Low Load Factor (GD-LLF).

- A. Summer period:
 - (1) Customer charge, per month: \$131.55.
 - (2) Demand charge: per kW per month of billing demand: \$0.00.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.2212.
- B. Winter period:
 - (1) Customer charge, per month: \$131.55.
 - (2) Demand charge: per kW per month of billing demand: \$0.00.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.2212.
- C. Available: within established City rate areas.
- D. Applicable: an alternate to the GD rate to existing customers, or to new customers with demands of 50 kilowatts, but not more than 500 kilowatts, for four (4) consecutive months whose entire requirements are taken through one meter, under a contract of standard form. Customers who reach this limit for four (4) consecutive months may request to be billed under this rate on the fifth (5th) month. (Not applicable to resale, stand-by or auxiliary service.)
- E. Removal from GD-LLF: when a customer requests to be billed on the GD-LLF rate, the customer will be bill on GD-LLF for a minimum of twelve (12) months. After twelve (12) months, the customer can request to be billed on the GD rate and must remain on the GD rate for twelve (12) months before eligible to request to be billed again on the GD-LLF.
- F. Character of service: AC, 60 cycles, single- or three-phase, at any of the City's standard voltages (35,000 volts or less) where the service may be supplied by a single power transformation.

§237-3.6. Large Power (LP).

- A. Summer period:
 - (1) Customer charge, per month: \$196.27.

- (2) Demand charge: per kW per month of billing demand: \$20.42.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.0546.
- B. Winter period:
- (1) Customer charge, per month: \$196.27.
 - (2) Demand charge: per kW per month of billing demand: \$16.71.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.0509.
- C. Determination of billing demand: the billing demand shall be the greater of Subsection C(1) or C(2) below.
- (1) The highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in the current billing period.
 - (2) Sixty five percent (65%) of the highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in June, July, August or September Billings of the preceding eleven (11) months.
- D. Available: in the general area served by the City from lines of 35,000 volts or less.
- E. Applicable: to existing customers, or to new customers with demands of 500 kilowatts or more for four (4) consecutive months whose entire requirements are taken through one meter, under a contract of standard form. Customers who reach this limit for four (4) consecutive months will be billed this rate on the fifth (5th) month.
- F. Character of service: AC, 60 cycles, single- or three-phase, at any of the City's standard voltages (35,000 volts or less) where the service may be supplied by a single power transformation.
- G. Power factor adjustment:
- (1) For loads of 500 kW or more, or at the option of the City, power factor adjustments will be made in the billing demand, when the power factor, as determined by test, at the time of the customer's maximum use is less than 90%. If the power factor, as measured by the electric department, is lower than 90%, the monthly demand charge will be multiplied by the ratio 90% bears to the measured power factor, or at the City's option, the power factor may be corrected at the customer's expense.
 - (2) In the general course of maintenance and replacement of equipment, the City may replace existing demand meters with power factor-capable demand meters, at its option, at which point the customer will be subject to power factor adjustments as defined above.
- H. Economic Development Rate – Effective January 2025 Billing. Available to any Large Power customer that meets ALL the following conditions:
- (1) Provides new or additional load of 1,000 kW or greater on a monthly basis;
 - (2) Has a monthly load factor, calculated by dividing the energy usage by the product of the peak demand and the number of hours in the month, of 60% or greater;
 - (3) The customer has entered into a written service agreement with the City of Seward and the Nebraska Public Power District (NPPD) pursuant to NPPD Rate Schedule SPP No. 6, Economic Development Rate Schedule;
 - (4) The customer has entered into an agreement with either the State of Nebraska or other political subdivision to provide an economic development project under state or local law; and
 - (5) The customer has met all other requirements of the Economic Development Rate Schedule.
 - (6) Rate:

- (a) NPPD customer charge, per month: \$500.00.
- (b) NPPD energy charge of: All kWh, per kWh: \$0.03169.
- (c) City of Seward customer charge, per month: \$155.00.
- (d) City of Seward energy charge: All kWh, per kWh: \$0.01545.
- (7) The above rate shall apply to both summer and winter periods.
- (8) The Economic Development Rate is subject to change based upon the written service agreement with the City of Seward and NPPD as well as NPPD Rate Schedule SPP No. 6, Economic Development Rate Schedule.

§237-3.7. Rural Residential Light, Heat and Power (NE).

- A. Summer period:
 - (1) Customer charge, per month: \$36.86.
 - (2) Plus energy charge of: all kWh, per kWh: \$0.1119.
- B. Winter period:
 - (1) Customer Charge, per month: \$36.86.
 - (2) Plus energy charge of:
 - (a) First 900 kWh, per kWh: \$0.1119.
 - (b) Over 900 kWh, per kWh: \$0.0906.
- C. Available: in the territory serviced by the City outside of the corporate limits.
- D. Applicable: to rural residences for domestic and other farm uses which may be served from existing distribution lines and where the total required kVA does not exceed that which may be supplied from a fifty (50) kVA distribution transformer. Rating of individual single-phase motors and other single-phase power and heating units served under this schedule shall not exceed ten (10) horsepower except by special permission.
- E. Character of service: AC, 60 cycles, 120/240 volts, single-phase, three-wire.

§237-3.8. Power cost adjustment (PCA).

- A. Applicability:
 - (1) All electric rates are subject to application of a production cost adjustment. The PCA may be determined from time to time and when approved shall be applied monthly for a period of not more than twelve (12) months. The PCA calculations will be based on the FY projected and actual twelve (12) months includable expenses and the current budget actual and projected sales subject to the PCA. The City may invoke the PCA when unexpected increases in the cost of power or other emergencies are estimated to be greater than a deviation of 10% in FY power costs budgeted.
 - (2) At the end of any PCA application period, any under or over collected revenues may be added to the next FY estimate of power costs to determine if another PCA is necessary for the next twelve (12) months or shorter period.
- B. Formula for calculating the PCA factor:
 - (1) The following formula is used to determine the power cost adjustment charge when it is invoked. The PCA will be calculated to the nearest one-tenth of a \$1.00/MWh or \$0.10/kWh.
 - (2) When unexpected increases in the cost of power or other emergencies are estimated to be greater than a deviation of 10% in FY power costs budgeted the PCA formula is:

PCA = (Total Estimated Cost Difference from Budget for Application Period) divided by (Estimated kWh Sales for Application Period)

Where:

Total Estimated Cost = *Revise after Budget the Fuel and Purchased Power + Difference Transmission Expense - Budgeted Fuel and Purchased Power + Transmission Expense*

Application Period = *the number of months (1 to 12) that the PCA will be in force*

Estimated kWh sales = *Projected kWh retail sales during the Application Period*

§237-3.9 Delinquent bills; notice.

All bills are delinquent on the fifteenth (15th) day of the month. Thereafter, upon notice to consumer as provided by this Article and by law, and non-payment pursuant to said notice, service shall be discontinued.

§237-3.10. Rates effective.

The rates provided herein shall become effective with the billing beginning October 2024 or as determined after review of the annual electric budget.

§237-3.11. Discrimination prohibited.

No electric current shall be furnished to any consumer under any other rate than as provided in this article, and there shall be no discrimination in rates between consumers using equal amounts of current for the same purpose under the same conditions.

§237-3.12. Service beyond corporate limits.

The City, by resolution of its Mayor and Council, shall have the power and authority to contract with any person, persons, association or corporation, to sell electric current for light, heat and power purposes beyond its corporate limits when, in the judgment of the Mayor and Council, it is beneficial to the City to do so.

§237-3.13 Special circumstances.

No electricity shall be billed to any consumer under any other rate not provided for by this article provided; except that if, in the opinion of the Electric Superintendent and the Treasurer, and after review with the City Administrator, there is a change in the nature of electricity being used, an adjustment to the billings can be made to apply the correct the rate classification(s), or in cases of erroneous or missing load meter data an adjustment to similar usage as the year before, or an average usage may be used, if supporting information is available to make such estimates.

Section 2. Repeal. All ordinances or provision or portions of ordinances in conflict here with are hereby repealed.

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

Passed and approved this 1st day of October, 2024.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk
(SEAL)

8. Consideration of an Ordinance Amending the Municipal Code; Initiating a Water Rate Adjustment Increasing Total System Revenues by 3.0%; Effective with October 2024 Billing - City Administrator Butcher

ORDINANCE NO. 2024-18

AN ORDINANCE TO AMEND SECTION 390-1.26 OF THE MUNICIPAL CODE; TO INITIATE A WATER RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATED CHARGED TO CUSTOMERS FOR SERVICE FROM THE WATER SYSTEM OF THE CITY BY 3.0% EFFECTIVE WITH THE OCTOBER 2024 AND JANUARY 2025 BILLINGS; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTION 390-1.26; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. Section 390-1.26 of the Municipal Code shall be amended as follows:

§390-1.26 Water rates.

A. A tariff of monthly water rates will be charged for each meter installed in the water system of the City. The Water/Wastewater Director or his duly authorized agent may make a determination to forego the meter charge on irrigation systems when the meter is winterized and shut-off, if it is in the best interest of the City to do so. The following rates are hereby established:

Urban General Service Rates Rates Effective with October 2024 Billing		
Meter Size (inches)	Customer Charge	Rate per Cubic Foot
1 or less	\$14.28	First 1,200 CF, \$.0379 per CF Over 1,200 CF, \$.0451 per CF
1.5	\$32.13	First 1,800 CF, \$.0379 per CF Over 1,800 CF, \$.0451 per CF
2	\$57.10	First 2,400 CF, \$.0379 per CF Over 2,400 CF, \$.0451 per CF
3	\$128.48	First 3,600 CF, \$.0379 per CF Over 3,600 CF, \$.0451 per CF
4	\$228.41	First 4,800 CF, \$.0379 per CF Over 4,800 CF, \$.0451 per CF
6	\$513.93	First 7,200 CF, \$.0379 per CF Over 7,200 CF, \$.0451 per CF
8	\$913.65	First 9,600 CF, \$.0379 per CF Over 9,600 CF, \$.0451 per CF

Rural General Service Rates Rates Effective with October 2024 Billing		
Meter Size (inches)	Customer Charge	Rate per Cubic Foot
1 or less	\$18.69	First 1,200 CF, \$.0539 per CF Over 1,200 CF, \$.0661 per CF
1.5	\$38.87	First 1,800 CF, \$.0539 per CF Over 1,800 CF, \$.0661 per CF
2	\$67.13	First 2,400 CF, \$.0539 per CF Over 2,400 CF, \$.0661 per CF
3	\$147.85	First 3,600 CF, \$.0539 per CF Over 3,600 CF, \$.0661 per CF
4	\$260.86	First 4,800 CF, \$.0539 per CF Over 4,800 CF, \$.0661 per CF
6	\$583.76	First 7,200 CF, \$.0539 per CF Over 7,200 CF, \$.0661 per CF
8	\$1,035.81	First 9,600 CF, \$.0539 per CF Over 9,600 CF, \$.0661 per CF

**Urban Industrial Service Rates
Rates Effective with January 2025 Billing**

1. The Urban Industrial Service Rate is available to customers within the City of Seward with an average monthly usage over 150,000 CF.
2. Customer charges will be based upon the Urban General Service Rate listed above.
3. Rate per Cubic Feet:
 - a. First 66,840 CF, \$.0462 per CF;
 - b. Second 66,840 CF, \$.0347 per CF;
 - c. Third 66,840 CF, \$.0270 per CF;
 - d. Fourth 66,840 CF, \$.0155 per CF; and
 - e. Fifth 66,840 CF and over, \$.0099 per CF.

Section 2. Repeal. All ordinances or provision or portions of ordinances in conflict here with are hereby repealed.

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

Passed and approved this 1st day of October, 2024.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

9. Consideration of an Ordinance Amending the Municipal Code; Initiating a Sewer Rate Adjustment Increasing Total System Revenues by 15.0%; Effective with October 2024 Billing - City Administrator Butcher

ORDINANCE NO. 2024-19

AN ORDINANCE TO AMEND SECTIONS 325-8.1 THROUGH 325-8.3 OF THE MUNICIPAL CODE; TO INITIATE A SEWER RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICE FROM THE SEWER SYSTEM OF THE CITY BY 15.0% EFFECTIVE WITH THE OCTOBER 2024 BILLING; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTIONS 325-8.1 THROUGH 325-8.3; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. Sections 325-8.1 through 325-8.3 of the Municipal Code shall be amended as follows:

§325-8.1 Residential rates.

Residential usage for all domestic use only. The bills for the twelve (12) months beginning each April shall be based on an average of the water consumption billed in January, February and March. The sewage charges for a new residential user who has not established an average for the months of January, February and March, or a user who only has sewer and no water usage shall be charged the following usage:

- (1) Single occupancy: 200 cubic feet per month, plus the minimum sewer charge.
- (2) Double or more occupancy: 600 cubic feet per month, plus the minimum sewer charge.
- (3) No water usage – metered: 600 cubic feet per month, plus the minimum sewer charge.

The charges are:

- A. Effective October 2024 billing: customer charge of \$36.11 per meter, plus \$.04867 per cubic foot.

§325-8.2 General service rates.

General services rates (formerly commercial) are applied to nonresidential accounts each month.

The charges are:

- A. Effective October 2024 billing: customer charge of \$87.07 per meter, plus \$.04867 per cubic foot.

§325-8.3 Large general service rates.

Large general services rates are as follows:

- Users contributing above allowed limits of BOD, SS, TKN, or FOG as defined below.

The Charges are:

- A. Effective October 2024 billing:

- (1) Minimum charge of \$462.88 per meter; and
- (2) Per cubic foot: \$.0245; and
- (3) Per pound of biochemical oxygen demand (BOD) that is measured to be greater than 200 mg/l: \$0.40; and
- (4) Per pound of suspended solids (SS) that measured to be greater than 220 mg/l: \$0.25.
- (5) Per pound of Total Kjeldahl Nitrogen (TKN) that measured to be greater than 30 mg/l: \$0.50.
- (6) Per pound of Fats Oils and Grease (FOG) that measured to be greater than 100 mg/l: \$0.27.

- The sewer charges in Subsection A(1)(c) thru (f) above are based on observed wastewater flow from the customer using a suitable continuous recording device for measuring concentrations of biochemical oxygen demand (BOD), suspended solids (SS), Total Kjeldahl Nitrogen (TKN) and Fats Oils and Grease (FOG).
- If the additional cost associated with industrial general service wastes are not recovered by the large general service rate charges or above surcharges, the City shall have the option to review the effect any user (all classifications) has on the wastewater system and establish adequate charges, if necessary, for the excessive amounts of biochemical oxygen demand, suspended solids or other applicable pollutants.

Section 2. Repeal. All ordinances or provision or portions of ordinances in conflict here with are hereby repealed.

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

Passed and approved this 1st day of October, 2024.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

10. Consideration of an Ordinance Amending the Comprehensive Pay Plan, Providing for a 3.0% Cost of Living Adjustment for All Pay Lines, and Creating the Child Care Director Position (Wellness Center), Effective October 1, 2024 - City Administrator Butcher

ORDINANCE NO. 2024-20

AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO CREATE THE CHILD CARE DIRECTOR POSITION; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR A DATE SUCH CLASSIFICATION AND PAY RANGES OF COMPENSATION SHALL BECOME EFFECTIVE; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

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

2024-2025 SALARY SCHEDULE PAY RANGE RATES

A. CLERICAL (HOURLY)	MIN	MAX
Payroll Clerk	20.71	27.99
Utility Billing/Account Clerk	18.40	25.86
Administrative Assistant	17.81	25.09
Admin Assistant – Municipal Bldg	16.87	22.99
Library Assistant II	19.04	25.05
Library Assistant I	14.55	17.00
Library Clerk	11.77	14.67
Aging Services Commission Assistant	17.75	25.52
Clubhouse Bartender	15.45	18.54
Golf Shop Seasonal Employee	11.58	14.04
B. LABOR & TRADES (HOURLY)	MIN	MAX
Civic Center Assistant	11.55	13.48
Custodian	14.96	22.28
Electric Line Crew Chief	45.08	56.15
Electric Journeyman Lineman	39.83	53.68
Electric Lineman	39.83	53.68
Electric Seasonal Groundman	22.02	25.97
Meter Maintenance Utility Worker	20.37	26.78
Utilities Locator	19.75	36.94
Assistant Public Properties Director	24.49	30.85
Public Properties Maintenance Worker	17.47	25.81
Child Care Director	21.15	25.77

Street Foreman	26.67	34.48
Street Maintenance Worker III	21.52	28.21
Street Maintenance Worker II	19.19	25.88
Street Maintenance Worker I	18.60	23.26
Burn Site Assistant	11.81	16.96
Recycling Center Worker	11.81	16.96
Facility Maintenance Supervisor	27.70	36.78
WW Treatment/Sanitary System Operator	23.06	30.67
Senior Utility Maintenance Worker II	25.39	34.14
Utility Maintenance Worker II	24.07	33.02
Utility Maintenance Worker I	21.84	29.11
Summer Seasonal Laborer	15.02	15.61
Pool Manager	14.09	16.67
Assistant Pool Manager	12.17	14.44
Swim Program Coordinator	11.87	14.03
Lifeguard	11.55	12.81
Pool Office/Concession Work	11.55	12.81
Water Safety Instructor	11.55	12.81
Water Safety Instructor Aide	7.68	8.33
C. PUBLIC SAFETY (HOURLY)	MIN	MAX
Police Sergeant	30.22	39.54
Police Officer II	29.02	35.41
Police Officer I	26.69	33.21
Administrative Secretary/Records Clerk	18.62	25.61
Community Service Officer	16.23	22.97
D. SUPERVISORY, TECHNICAL & ADMINISTRATIVE (MONTHLY)	MIN	MAX
City Administrator	11,253	13,582
Chief of Police	7,706	9,530
City Engineer	7,032	9,375
Police Captain	6,752	8,016
Electric Superintendent	8,241	10,291
Public Properties Director	6,001	7,461
City Clerk/Human Resources Director	5,916	8,214
Water/Wastewater Director	5,689	8,453
Street Superintendent	5,871	7,512
Finance Director/Treasurer	7,577	9,702
Library Director	5,204	6,456
Deputy Treasurer	4,998	6,112
Golf Course Superintendent	4,998	5,828
Building/Zoning/Code Enforcement Director	5,094	6,356
Executive Director of Wellness Center	4,998	5,828
Assistant Recreation Director	3,632	5,348
Golf Shop Manager	3,494	4,545
Assistant Library Director	3,486	4,713
Civic Center Manager	3,698	4,098

Section 2. LONGEVITY PAY. Each employee, who has completed their introductory period, will, for each year of service to the City, receive three dollars and forty-seven cents (\$3.47) per month if classified as exempt, or two cents (\$0.02) per hour if classified as non-exempt. This pay will be in addition to the established base pay in their classification as set forth in Section One of this ordinance.

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

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

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

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

Passed and approved this 1st day of October, 2024.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

2024-2025 (EFFECTIVE 1ST FULL PAY PERIOD FOLLOWING OCTOBER 1, 2024)

POSITION	CLERICAL (HOURLY)								
	1	2	3	4	5	6	7	8	9
PAYROLL CLERK	20.71	21.62	22.53	23.44	24.35	25.26	26.17	27.08	27.99
UTIL BILLING/ACCOUNT CLERK	18.40	19.33	20.26	21.20	22.13	23.06	24.00	24.93	25.86
ADMIN ASSISTANT	17.81	18.72	19.63	20.54	21.45	22.36	23.27	24.18	25.09
ADMIN ASSISTANT - MUNI BUILDING	16.87	17.64	18.40	19.17	19.93	20.70	21.46	22.22	22.99
LIBRARY ASSISTANT II	19.04	19.80	20.55	21.30	22.05	22.80	23.55	24.30	25.05
LIBRARY ASSISTANT I	14.55	14.86	15.16	15.47	15.77	16.08	16.38	16.69	17.00
LIBRARY CLERK	11.77	12.13	12.50	12.86	13.22	13.58	13.94	14.31	14.67
AGING SERV. COMM. ASSISTANT	17.75	18.72	19.69	20.66	21.64	22.61	23.58	24.55	25.52
CLUBHOUSE BARTENDER	15.45	15.84	16.22	16.61	17.00	17.38	17.77	18.15	18.54
GOLF SHOP SEASONAL EMPLOYEE	11.58	11.88	12.19	12.50	12.81	13.12	13.42	13.73	14.04

POSITION	LABOR & TRADES (HOURLY)								
	1	2	3	4	5	6	7	8	9
CIVIC CENTER ASSISTANT	11.55	11.79	12.03	12.27	12.51	12.76	13.00	13.24	13.48
CUSTODIAN	14.96	15.87	16.79	17.70	18.62	19.53	20.45	21.36	22.28
ELECTRIC LINE CREW CHIEF	45.08	46.47	47.85	49.23	50.61	52.00	53.38	54.76	56.15
ELECTRIC JOURNEYMAN LINEMAN	39.83	41.65	43.47	45.29	47.11	48.93	50.75	50.11	53.68
ELECTRIC LINEMAN	39.83	41.65	43.47	45.29	47.11	48.93	50.75	50.11	53.68
ELECTRIC SEASONAL GROUNDMAN	22.02	22.51	23.01	23.50	23.99	24.49	24.98	25.47	25.97
METER MAINTENANCE UTILITY WORKER	20.37	21.17	21.98	22.78	23.58	24.38	25.18	25.98	26.78
UTILITIES LOCATOR	19.75	21.89	24.04	26.19	28.34	30.49	32.64	34.79	36.94
ASSIST. PUBLIC PROP. DIRECTOR	24.49	25.29	26.08	26.88	27.67	28.47	29.26	30.05	30.85
PUBLIC PROP. MAINTENANCE WORKER	17.47	18.51	19.55	20.60	21.64	22.68	23.73	24.77	25.81
CHILD CARE DIRECTOR	21.15	21.73	22.31	22.89	23.46	24.04	24.62	25.20	25.77

POSITION	LABOR & TRADES (HOURLY)								
	1	2	3	4	5	6	7	8	9
STREET FOREMAN	26.67	27.64	28.62	29.60	30.58	31.55	32.53	33.51	34.48
STREET MAINT. WORKER III	21.52	22.35	23.19	24.03	24.86	25.70	26.54	27.37	28.21
STREET MAINT. WORKER II	19.19	20.03	20.86	21.70	22.54	23.37	24.21	25.05	25.88
STREET MAINT. WORKER I	18.60	19.18	19.77	20.35	20.93	21.51	22.09	22.68	23.26
RECYCLING WORKER	11.81	12.46	13.10	13.75	14.39	15.03	15.68	16.32	16.96
BURN SITE ASSISTANT	11.81	12.46	13.10	13.75	14.39	15.03	15.68	16.32	16.96
FACILITY MAINTENANCE SUPERV	27.70	28.83	29.97	31.10	32.24	33.37	34.51	35.65	36.78
WW TRMT / SANITARY SYS OPER	23.06	24.01	24.96	25.92	26.87	27.82	28.77	29.72	30.67
SENIOR UTIL. MAINT. WORKER II	25.39	26.48	27.58	28.67	29.77	30.86	31.96	33.05	34.14
UTIL MAINT. WORKER II	24.07	25.19	26.31	27.43	28.55	29.67	30.78	31.90	33.02
UTIL MAINT. WORKER I	21.84	22.74	23.65	24.56	25.47	26.38	27.29	28.20	29.11

SUMMER SEASONAL LABORER	15.02	15.61							
POOL MANAGER	14.09	14.41	14.73	15.06	15.38	15.70	16.02	16.34	16.67
ASST. POOL MANAGER	12.17	12.46	12.74	13.02	13.31	13.59	13.87	14.16	14.44
SWIM PROGRAM COORDINATOR	11.87	12.14	12.41	12.68	12.95	13.22	13.49	13.76	14.03
POOL LIFEGUARD	11.55	11.70	11.86	12.02	12.18	12.34	12.50	12.65	12.81
POOL OFFICE/CONCESSIONS	11.55	11.70	11.86	12.02	12.18	12.34	12.50	12.65	12.81
WATER SAFETY INSTR.	11.55	11.70	11.86	12.02	12.18	12.34	12.50	12.65	12.81
WATER SAFETY INSTR. AIDE	7.68	7.76	7.85	7.93	8.01	8.09	8.17	8.25	8.33

POLICE (HOURLY)

POSITION	1	2	3	4	5	6	7	8	9
POLICE SERGEANT	30.22	31.39	32.55	33.72	34.88	36.05	37.21	38.38	39.54
POLICE OFFICER II	29.02	29.81	30.61	31.41	32.21	33.01	33.81	34.61	35.41
POLICE OFFICER I	26.69	27.50	28.32	29.13	29.95	30.76	31.58	32.39	33.21
ADM/SEC RECORDS CLK PD	18.62	19.50	20.37	21.24	22.11	22.99	23.86	24.73	25.61
COMMUNITY SERVICE OFFICER	16.23	17.07	17.92	18.76	19.60	20.44	21.28	22.13	22.97

SUPERVISORY, TECHNICAL, ADMINISTRATIVE (MONTHLY)

POSITION	1	2	3	4	5	6	7	8	9
CITY ADMINISTRATOR	11,253	11,544	11,835	12,126	12,417	12,708	12,999	13,290	13,582
CHIEF OF POLICE	7,706	7,934	8,162	8,390	8,618	8,846	9,074	9,302	9,530
CITY ENGINEER	7,032	7,325	7,618	7,911	8,203	8,496	8,789	9,082	9,375
POLICE CAPTAIN	6,752	6,910	7,068	7,226	7,384	7,542	7,700	7,858	8,016
ELECTRIC SUPERINTENDENT	8,241	8,497	8,753	9,010	9,266	9,522	9,778	10,035	10,291
PUBLIC PROPERTIES DIRECTOR	6,001	6,183	6,366	6,548	6,731	6,914	7,096	7,279	7,461
CITY CLERK/HR DIRECTOR	5,916	6,204	6,491	6,778	7,065	7,353	7,640	7,927	8,214
W/WWTW DIRECTOR	5,689	6,034	6,380	6,725	7,071	7,417	7,762	8,108	8,453
STREET SUPERINTENDENT	5,871	6,076	6,281	6,486	6,691	6,896	7,102	7,307	7,512
FINANCE DIRECTOR/TREASURER	7,577	7,842	8,108	8,374	8,639	8,905	9,170	9,436	9,702
LIBRARY DIRECTOR	5,204	5,360	5,517	5,673	5,830	5,986	6,143	6,299	6,456
DEPUTY TREASURER	4,998	5,137	5,276	5,415	5,555	5,694	5,833	5,973	6,112
GOLF COURSE GROUNDS SUPERINTENDENT	4,998	5,101	5,205	5,309	5,413	5,516	5,620	5,724	5,828
BLDG/ZONING/CODE ENFORCEMENT	5,094	5,252	5,410	5,568	5,725	5,883	6,041	6,198	6,356
EXECUTIVE DIRECTOR WELLNESS CENTER	4,998	5,101	5,205	5,309	5,413	5,516	5,620	5,724	5,828
ASSISTANT RECREATION DIRECTOR	3,632	3,846	4,061	4,275	4,490	4,704	4,919	5,133	5,348
GOLF SHOP MANAGER	3,494	3,625	3,757	3,888	4,020	4,151	4,282	4,414	4,545
ASST LIBRARY DIRECTOR	3,486	3,639	3,792	3,946	4,099	4,253	4,406	4,560	4,713
CIVIC CENTER MANAGER	3,698	3,748	3,798	3,848	3,898	3,948	3,998	4,048	4,098

**SEWARD
VOL. FIRE
DEPT**

MAYOR

CITY COUNCIL

CITY ADMINISTRATOR

CITY ATTORNEY

**AGING SERVICE
COMMISSION**

**CIVIC CENTER
COMMISSION**

LIBRARY BOARD

ELECTRIC SUPT. CITY CLERK / HR DIRECTOR STREET SUPT. CHIEF OF POLICE FINANCE DIRECTOR / TREASURER BLDG/ZONE & CODE ENF DIR EXEC DIR WELLNESS CNTR PUBLIC PROPERTIES DIRECTOR AGING SERVICES COMM. ASST CITY ENGINEER LIBRARY DIRECTOR WATER & WASTE DIR CIVIC CENTER MANAGER

ELECTRIC LINE CREW CHIEF STREET FOREMAN CAPTAIN DEPUTY TREASURER ASST. PUBLIC PROP. DIRECTOR ASST. RECREATION DIRECTOR GOLF COURSE SUPT. GOLF SHOP MANAGER ASST. LIBRARY DIRECTOR FACILITY MAINT. SUPERVISOR

ELECTRIC JOURNEYMAN LINEMAN STREET MAINT. WORKER III SERGEANT CHILD CARE DIRECTOR PUBLIC PROP. MAINT. WORKER SR. UTIL. MAINT. WORKER II

ELECTRIC LINEMAN STREET MAINT. WORKER II OFFICER I & II PAYROLL CLERK UTIL. BILLING / ACCOUNT CLERK ADMIN ASST - MUNI. BLDG. UTILITY MAINT. WORKER II WW TREAT / SANITARY SYS OPERATOR

LOCATOR & METER MAINT. ADMIN ASST - CITY ADMIN STREET MAINT. WORKER I COMM SERVICE OFF & ADMIN SEC RECYCLING CNTR & BURN SITE ASST LIBRARY ASST. II UTILITY MAINT. WORKER I

ELECTRIC SEASONAL GROUNDMAN SUMMER SEASONAL LABORER CUSTODIAN POOL MANAGER CLUBHOUSE BARTENDER LIB ASST. I LIBRARY CLERK SUMMER SEASONAL LABORER

SUMMER SEASONAL LABORER ASST POOL MANAGER SUMMER SEASONAL LABORER GOLF SHOP SEASONAL

SWIM PROG COORD. LIFEGUARD / POOL OFFICE

WATER SAFETY INSTRUCTOR

SWIM LESSON AIDE

NOTE: The chain of command for each department may vary slightly from the graphic above. This is merely an attempt to identify each position established in the City of Seward salary schedule.

Approved
October 1, 2024

11. Consideration of an Agreement with Xpress Billpay for Payment Processing Services for a Term of Three Years, and Authorization to Terminate Services with Forte - City Administrator Butcher

Order Form: Q-27478-1
Date: 5/10/2024, 11:22 AM
Expires On: 10/31/2024



Phone: (800) 768-7295
Email: info@xpressbillpay.com

Ship To:
Cydnee Golden
City of Seward
537 Main St
Seward, Nebraska 68434
cydnee.golden@cityofsewardne.gov

Bill To:
City of Seward
537 Main St
Seward, Nebraska 68434

Gateway Administrative Service Agreement

This Master Services Agreement (this "**Agreement**") is entered into by and between Xpress Solutions, Inc. ("**Xpress**") and Customer identified on the Order ("**Customer**"), together referred to as the "Parties" and each individually as a "Party."

WHEREAS, Customer desires Xpress, and Xpress agrees to provide, Automated Clearing House (ACH) and other services to Customer as indicated in and subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.0 Term and Renewal: The Initial Term (the "Initial Term") of this Agreement shall be thirty-six (36) months from the date of this Agreement. This Agreement shall automatically renew for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year of Customer.

2.0 Fees and Payments: Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, transaction and hosting Fees, and various additional Fees as set forth in the Order Form and Exhibit A (collectively the "Fees"). Xpress reserves the right to change the Fees at any time so long as Customer is provided no less than 30 days advance notice of a change. Customer authorizes Xpress to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit B on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the Debit, Xpress will contact Customer for resolution which will include resubmission up to three (3) times. This authorization may be revoked only by notifying Xpress in writing, which revocation shall take effect no later than five (5) business days after receipt by Xpress. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.

3.0 Services Provided; Obligations of Customer to ODFI: Transactions are placed through Xpress as a third-party sender of ACH transactions with Customer as the "originator" of those transactions under the Rules and Regulations described below. Xpress will send all transactions through an Originating Depository Financial Institution (ODFI) all in accordance with the terms of this Agreement, the Operating Rules of the National Automated Clearing House Association (NACHA) and the applicable Federal Regulations governing ACH transactions including, without limitation, the Electronic Funds Transfer Act and Regulation E (collectively the "Rules and Regulations"). Entry or Entries shall mean either a Credit Entry or a Debit Entry. Customer agrees to comply with Xpress' requests for record retention and signature authorization. Customer hereby grants to Xpress or its designee the right to audit these authorizations and Customer's record retention compliance, at no expense to Xpress.

Customer hereby agrees to, and otherwise assumes, all obligations under the Rules and Regulations as an originator to the ODFI with respect to all Entries, which includes without limitation the unconditional obligation of Customer to pay and indemnify the ODFI for all Entries that are returned by any Receiving Depository Financial Institution (RDFI) for whatever reason.

In addition to the other services referenced in this Agreement, Xpress will provide Customer with an internet payment system. Xpress has developed a web interface that can be used for payment of accounts using credit cards or electronic funds transfers (EFT). Xpress acts as a payment gateway interface for Customer's account holders (the "End Users") to make payments. Xpress will facilitate the acquisition of the necessary merchant service accounts for credit cards. Xpress will provide the EFT and Lockbox services directly using its established banking relationships. Customer hereby authorizes Xpress to endorse checks and other payment items on behalf of Customer into an Xpress deposit account and deposit funds as necessary for the clearing of payments received for Customer. Xpress reserves the right to invest idle funds in its possession for the sole benefit of Xpress. Only merchant service accounts and electronic funds transfer accounts that are certified by Xpress may be used.

4.0 Support Services and Service Levels: Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 7:00 am to 6:00 pm (MST or MDT) for customers within the United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress internet payment system.

5.0 Software or Hardware: Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit A. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Google Chrome, Microsoft Edge, or Mozilla Firefox.

6.0 Debit Authorization: Customer, as originator under the Rules and Regulations, hereby authorizes Xpress, or its designees, to initiate Debit and/or Credit Entries to Customer's bank account in accordance with this Agreement. Xpress' authority will remain in full force and effect until either (a) 90 days after Xpress has received written notification from Customer of the termination of this Agreement to provide Xpress reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Xpress that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.

7.0 Accepting Transactions: Xpress will accept all completed batches from the Customer. Xpress is responsible for accepting and processing only those Entries that have been received in a proper format and on a timely basis. Any Entry returned to Xpress will be re-presented in accordance with the Rules and Regulations.

8.0 Returned Entries: Xpress will apply returned Entries to Customer's account when they are received. All returns will be processed and available through Xpress software, or by other means, as agreed to by Xpress and the Customer. With respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry transmitted by Xpress, the parties shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Customer within six (6) banking days of Xpress receipt of the NOC information from the ODFI or prior to initiating another Entry to the Receiver's account, whichever is later.

9.0 Reports: Xpress will provide a detailed report of all funds transfers collected for the organization's account. All reporting will be via the Internet.

10.0 Limits of Xpress Liability: Xpress will be responsible for Xpress' performance in processing ACH services as a third-party sender of ODFI transactions in accordance with the terms of this Agreement, and the other applicable Rules and Regulations. Xpress does not accept responsibility for errors, acts or the failure of others to act, including, and among other entities, banks, communications carriers or clearing houses through which Entries may be originated or Xpress receives or transmits information, and no such entity shall be deemed Xpress' agent. Xpress shall not be responsible nor bear any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government or God, labor disputes, failures in communication networks, legal constraints or other events beyond Xpress' control.

11.0 Representations and Warranties Regarding End Users: Customer warrants that it will provide Xpress with relevant billing information for End Users. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in billing information provided to Xpress. Customer further represents and warrants with respect to all Entries processed for Customer by Xpress that: (a) each End User has authorized the debiting and/or crediting of his, her, or its account, (b) each Entry is for an amount agreed to by the End User, (c) each Entry is in accordance with the Rules and Regulations and properly authorized in all other respects. Customer agrees to defend, indemnify, and hold Xpress and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Xpress as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the End User of authority.

12.0 Regulatory Compliance: Customer will use its best efforts, and bears the final responsibility to ensure that Customer's policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH transactions of any kind. Xpress must and will also comply with all Rules and Regulations pertaining to ACH transactions. Without limiting the obligations of Customer to the ODFI under this Agreement and the Rules and Regulations for the payment of all returned Entries, Customer agrees to execute an origination agreement with the ODFI if required by the Rules and Regulations.

13.0 Record Keeping: Customer agrees to keep full and accurate data and records of its utilization of Xpress services and of the transactions giving rise to billing information for at least two (2) years after the date of the relevant transaction, or such longer period as required by the Rules and Regulations. Customer understands that Xpress and the ODFI will be required to participate in certain audits of Customer in connection with the credit card and EFT services provided by Xpress. Customer agrees to cooperate with Xpress and ODFI in the performance of such audits, including providing information reasonably required in the course of such audits.

14.0 Compliance: Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to comply with Xpress' Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in Exhibit C. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Rules and Regulations.

15.0 Termination: This Agreement may be terminated by either party upon not less than 30 days' written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.

16.0 Governing Law; Attorneys' Fees: This Agreement shall be governed by and construed under the laws of the State of Utah. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as Attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.

17.0 Independent Contractors: Both Customer and Xpress are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.

18.0 No Warranty: Xpress makes no warranty, expressed or implied, including warranties of merchant ability and fitness for a particular purpose. Xpress shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to Customer or to third parties dealing with Customer even if Xpress has been advised of the possibility of such damages.

19.0 Entire Agreement: This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

20.0 Successors and Assigns; Third Party Beneficiary: This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other. The parties hereby agree that the ODFI with respect to any Entry, including Zions First National Bank, a Utah state bank, shall have the right as a third-party beneficiary, in the event of a default under this Agreement or the agreement between Xpress and the ODFI, to enforce this Agreement directly and independently against Customer including the enforcement of Customer's liability to the ODFI as an originator under the Rules and Regulations.

21.0 Waiver: Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

Accepted by:
Xpress Solutions, Inc.

Accepted by:
City of Seward

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
Fees

Initial Configuration Fees		
PRODUCT	DESCRIPTION	RATE
Payment System - Setup & Configuration	Payment System - Setup & Configuration - Online Payment Module, Auto Pay Module, Card Swipe Module	Already Purchased from Caselle
Training - Onsite Per Day	Training - Onsite Per Day - Does not include travel. You shall reimburse roundtrip airfare and hotel stay.	Already Purchased from Caselle

Transaction Fees	
PRODUCT	RATE PER TRANSACTION
*Credit/Debit Card Transactions	USD 0.49
EFT Transactions	USD 0.64
EFT Returned Item Basic - Invalid account number or unable to locate account	USD 7.00
EFT Return NSF or Account Closed	USD 14.00
EFT Return Stop Payment or Charge Back	USD 30.00
Toll Free Operator Assisted Surcharge	USD 2.00
XBP Deposit Account Withdrawals (6 Free Per Month then \$6.25)	USD 6.25
Bank Bill Pay Transactions	USD 0.25
Toll Free IVR Surcharge	USD 1.25
Pay by Text Surcharge	USD 0.25

Maintenance & Support	
PRODUCT	
Monthly Support & Hosting - \$0.02 per customer bill. Minimum \$100.	
Monthly Account Maintenance Fee - \$29 - Waived if you keep a \$25,000.00 minimum balance in your Xpress Deposit Account	

Forms Builder		
PRODUCT	DESCRIPTION	RATE
Annual Forms Builder Fee	Annual Forms Builder Fee	USD 2,200.00
Xpress Forms Builder - Setup & Configuration	Xpress Forms Builder - Setup & Configuration	USD 550.00

Hardware

PRODUCT	RATE	QTY	NET PRICE
USB Card Reader	USD 75.00	8	USD 600.00

**Additionally, merchant services will be needed for card processing. Merchant service fees will be billed directly from the merchant service provider.*

Special Order/Invoicing Terms (if any):

EXHIBIT B
Customer Account Information

Please provide the following information regarding Customer's bank account to which the debit entries will be directed for the payment of the Fees:

Name on Account: _____

Account Type: _____

Routing Number: _____

Account Number: _____

Bank Name: _____

Federal ID #: _____

EXHIBIT C ACCEPTABLE USE POLICY

Introduction

Xpress Bill Pay is committed to providing high-quality payment services for its customers. This Acceptable Use Policy (the "Policy") is designed to assist in protecting the Service, our Users, and the Internet community as a whole from improper and/or illegal activity over the Internet. By using the Service, you acknowledge that you and your Users are responsible for compliance with the Policy. You are responsible for violations of this Policy by any User that accesses the Services through your account. The Policy will be updated and revised occasionally and posted to the Xpress Bill Pay website. The Company reserves the right to modify this Policy at any time, effective upon posting at <https://secure.xpressbillpay.com/mktg/AcceptableUsePolicy.pdf>.

Purpose/Scope

The purpose of this Policy is to help protect the Company's network, each of the Company's clients and third-party users of the Internet, generally from harassing, deceptive, irresponsible and/or illegal activities.

The scope of this policy is all the Company's clients.

Policy

This Policy governs the usage of the Company's network by any person (regardless of whether that person is a Customer). Each person utilizing the Company network in any manner is responsible for complying with this Policy, and for providing assistance to the Company in furtherance of the objectives hereof, as the Company may request from time to time. The Company's Clients will be held solely responsible for the actions (or inactions) of any of their customers, downstream users, or third-party agents that use the Company's Network.

1.1 Prohibited Actions

It shall be prohibited by this Policy to utilize the Company network in any manner which, in the sole discretion of the Company, is (A) illegal, disruptive, harassing or deceptive, or (B) a risk to the Company's network, its stability or security, or (C) inconsistent with this Policy and/or the Company's Rules and Regulations and/or any rules or policies of upstream Company network service providers. Set forth below, is a non-exclusive list of certain actions, omissions, etc., which are expressly prohibited under this Policy:

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, protective order, contract, or other intellectual property right used without proper authorization. Also prohibited is material that is obscene, libelous, defamatory, constitutes an illegal threat, and/or violates export control laws.
- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, "Spam," ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more news groups (excessive cross-posting or multiple-posting). The Company's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company's Network complies with this Policy.
- Utilizing the Company's network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user, including system identification information.
- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "hacking" or "cracking"). This includes providing, or assisting in the provision of names, passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code.
- Obtaining or attempting to obtain service by any means or device with intent to avoid payment, violate policies or violate law. If a user is restricted or terminated from the Company's network, it is prohibited for a customer to make such services available to such user in an indirect manner.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of the Company or any of the Company's clients or end-users by any means or device. This includes any deliberate or other attempt or activity to distribute or post any virus, worm, Trojan Horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Company's network or the network of a third-party;

- Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to users whether on the Company's network or on another provider's network.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy or the Policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.
- Using the Company's network in any manner which interferes with the use of the Company's network by other customers or authorized users.
- Utilize the Company's network in any manner that might subject the Company to unfavorable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company's public image, reputation or goodwill, including, without limitation, sending or distributing obscene, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole discretion.
- Using the Company's network to host, access, promote or otherwise distribute any child pornography or obscenity.
- Causing or allowing the Company's network and/or the customer, its IP space or other elements of identification to be placed on so-called "SPAM Block Lists," "Spam Early Warning Systems," or other directories of spam or unsolicited bulk email originators and/or network abusers. It shall be incumbent upon each of the Company's Clients to monitor and modify their usage, and that of their users and customers, to ensure compliance with this Policy generally, and also of this provision specifically.

1.2 Enforcement

The Company reserves the right, with or without notice, to restrict, block, modify or terminate services to any Client or user upon the threat or occurrence of a violation to the Policy. The Company reserves the right to cooperate with any court, law enforcement agency, investigator or network service provider in the investigation of threats to the integrity, stability, reliability and/or legality of the products and services offered by the Company and of any violations to the Policy.

1.3 Client Duties

Each Client is obligated to assist the Company in the investigation of any threatened, alleged or actual violation of this Policy. The Client shall cooperate with designees of the Company in this regard. Clients of the Company are responsible for immediately reporting to the Company any issue which could compromise the stability, service or security of any user or system connected to the Company's network.

1.4 Client Password Policy

The Company's clients are required to follow the payment industry's user identification (User ID) and password best practices to protect the Company's sensitive credit card data. Client User IDs and passwords must meet the following requirements:

- User IDs must be unique to an individual and forever connected with a single user to whom it has been assigned.
- User must never share their IDs and/or passwords.
- Users must choose easily remembered passwords that are, at the same time, difficult for unauthorized parties to guess.
- Passwords are required to have a minimum of seven (7) characters.
- Passwords must meet strong password requirements. Passwords will contain both alphabetic and numeric characters. Passwords will also utilize upper and lower case letters and symbols.

1.5 Reports and Complaints

Any reports or complaints about the use or misuse of the Company's products or services should be directed to:

Xpress Solutions, Inc.
108 South 700 East
American Fork, UT 84003
800-768-7295
security@xpressbillpay.com

1.6 Digital Millennium Copyright Act

Xpress Solutions, Inc. maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which may be requested by sending an email to info@xpressbillpay.com.

1.7 Handling Charges

The Company reserves the right to assess a handling fee, at its usual emergency project labor rate, to respond to abuse complaints incurred by the Company relating to a client and/or to handle, address, clean up and/or correct damage done to the operation of the Company's Network and business operations supported thereby. The fees will be billed in one (1) hour minimum increments. The Company hereby agrees to waive such fee for the first instance per customer of any such complaint, but shall impose the fee from and after the second such complaint.

12. Consideration of a Resolution Adopting the Revised Upper Big Blue NRD Hazard Mitigation Plan - City Administrator Butcher

RESOLUTION NUMBER 2024-31

WHEREAS, the Federal Disaster Mitigation Act of 2000 was signed in to law on October 30, 2000, placing new emphasis on state and local mitigation planning for natural hazards and requiring communities to adopt a hazard mitigation action plan to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, a Multi-Jurisdictional Hazard Mitigation Plan was prepared by the Upper Big Blue Natural Resources District, with assistance from JEO Consulting Group, Inc.

WHEREAS, the purpose of the mitigation plan was to lessen the effects of disasters by increasing the disaster resistance of the counties and participating jurisdictions located within the planning boundary by identifying the hazards that affect the City of Seward and prioritize mitigation strategies to reduce potential loss of life and property damage from those hazards, and

WHEREAS, FEMA regulations require documentation that the plan has been formally adopted by the governing body of the City of Seward in the form of a resolution and further requesting approval of the plan at the Federal Level; and

NOW, THEREFORE, the governing body of the City of Seward does herewith adopt the most recent and FEMA approved version of the Upper Big Blue NRD Hazard Mitigation Plan in its entirety; and

PASSED AND APPROVED this 1st day of October, 2024.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

(SEAL)

13. Consideration of Approval of Audit Engagement Letter with AMGL to Conduct the City's Annual Audit - City Administrator Butcher

September 19, 2024

Honorable Mayor and City Council
City of Seward
537 Main St.
P.O. Box 38
Seward, NE 69434

We are pleased to confirm our understanding of the services we are to provide for the City of Seward for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Seward as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Seward's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Seward's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules

SHAREHOLDERS:

Robert D. Almquist
Phillip D. Maltzahn
Marcy J. Luth
Heidi A. Ashby
Christine R. Shenk
Michael E. Hoback
Joseph P. Stump
Kyle R. Overturf
Tracy A. Cannon
Jamie L. Clemans

1203 W 2nd Street
P.O. Box 1407
Grand Island, NE 68802
P 308-381-1810
F 308-381-4824
EMAIL cpa@gicpas.com

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Seward's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1. Combining Financial Statements – Nonmajor Governmental Funds
2. Combining Financial Statements – Component Units

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records of the City of Seward and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the

financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of assets, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- 1) Management override of controls
- 2) Revenue recognition
- 3) Identification of expenditures of Federal awards
- 4) Estimation of TIF receivables and payables

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Seward's compliance with provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information are reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with a modified cash and accrual basis of accounting, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or,

if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements and related notes and maintaining the depreciation schedules of the City of Seward in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will also assist in preparing the budget of the City of Seward in conformity with the cash basis of accounting based on the information you provide. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, related notes, depreciation schedule, and budget services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, related notes, depreciation schedules, budget, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, related notes, depreciation schedules, and budget, and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel

will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel is unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide copies of our reports to the City of Seward; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of AMGL, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulatory agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of AMGL P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulatory agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Tracy A. Cannon, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately November 14, 2024.

This assignment will be undertaken at our regular hourly rates, inclusive of any out-of-pocket expenses. We estimate our fee for the audit will not exceed \$29,400 for the City, and our fee for the audit of the Seward Library Foundation will not exceed \$2,050. We will bill 40 percent of the audit fee upon completion of the audit fieldwork, with the balance of the audit fee billed as work is completed, approximately every four weeks. Payment is due within 30 days of the invoice date. This engagement does not include any services not specifically included in this letter. Additional services that you may request will be subject to arrangements made at the time requested.

Please keep in mind that the cost is directly related to the amount of time spent and understand that we will make every effort to keep our time at a minimum while not sacrificing the standard of work that is required to ensure that a meaningful report is issued. We are dedicated to the principle

of offering timely, professional services at the lowest possible cost. In that light, please understand that our estimate of cost is based on this philosophy and that if time requirements are less than projected, the cost will be proportionately smaller and vice versa.

Whenever possible, we will utilize your staff to reduce our time and the related cost for services. To maximize the use of our time at your office, we will provide a list of schedules to be prepared and procedures that need to be performed prior to our arrival.

Should we become involved in a regulatory agency investigation or judicial proceeding as a result of this engagement, and are not determined to be liable, you agree to indemnify and hold us harmless with respect to all expenses, costs, legal fees and charges for the time of our people incurred in connection therewith.

We look forward to providing the services described in this letter, as well as other accounting services agreeable to us both. In the unlikely event that any differences concerning our services or fees should arise that are not resolved by mutual agreement, we both recognize that the matter will probably involve complex business or accounting issues that would be decided equitably to both parties by a judge hearing the evidence without a jury. Accordingly, you and we agree to waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services or fees.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2023 peer review report is available on the AICPA website.

Reporting

We will issue written reports upon completion of our audit of the City of Seward's financial statements. Our reports will be addressed to the City Council of the City of Seward. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of

Honorable Mayor and City Council
City of Seward
September 19, 2024
Page 9

testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Seward is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the City of Seward and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,

AMGL, P.C.



Marcy J. Luth, CPA

ml/dkk/19377

Enclosure

RESPONSE:

This letter correctly sets forth the understanding of the City of Seward.

Management signature: _____

Title: _____

Date: _____

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

CITY ADMINISTRATORS REPORT – 10/1/24

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

- Monitoring a number of street projects including: East Seward (final items), design on East Hillcrest, drainage near Park Street & Bradford Street (construction), Highway 15 Watermain (construction near 6th and North Ave) and Highway 15 Reconstruction (construction).
- Water Tower project underway, continuing to monitor water main connections and testing status, paint coat issue monitoring.
- Reviewed additional DTR items and worked with applicants on needed documents.
- Working with Wellness Center Executive Director Brase on numerous items and follow ups, construction meeting held.
- Reviewed needed items for the Wellness Center Shovel Ready Grant with Shane Baack.
- Worked with Kelly Hoffschneider to work on a number of real estate items related to the Rail Campus, tower leases, farm leases, and related legal matters.
- Finalized budget and follow up items with Finance Director. Presented at the September 23, Truth in Taxation Hearing.
- Civic Center construction. Finalized a number of change order requests.
- Reviewed items with SPS and CUNE to discuss baseball/softball fields plans.
- Met with representative from U.S. Senator Fischer's office.
- Attended management training on conflict resolution with all Department Heads.
- Reviewed numerous floodplain items with B&Z office.
- Met with Bonding company to discuss upcoming plans.
- Met with Olsson to discuss upcoming projects and need for engineering assistance.
- Attended Department Head Leadership Training put on by SCC.
- Attended the League of Nebraska Municipalities Attorney Sub Committee Meeting.
- Worked with Joathan Jank on a Rail Campus Economic Development Project.
- Off for numerous hours due to back pain.
- Conducted Department Head Evaluations.
- Renewed the City's Federal SAM registration.

Police Department

- Finalizing new target goals.
- Completing current goals for tabulation.

City Clerk/Human Resources/City Hall

- Targets: Collect proposed goals from Departments by 9/25, review with Greg on 9/27 feedback.
- Open Enrollment BCBS: Collecting outstanding life insurance paperwork.
- Class C Liquor Licenses: Approving as they are paid by applicants.
- Job Descriptions: Child Care Director (create on 10/1), updates to Electric Superintendent and Electric Line Crew Chief.

Water/Wastewater Department

- Lead Service Line Fliers receipt/catalog.
- Visual inspection of unknown possible lead service lines.
- New Tower Main tie in 9/26.
- New Tower Presentation for Fall Conference in November.

Parks and Rec/Cemetery/Golf/Pool

- Safety Meeting 9/24.
- New targets due 9/25.
- Middle School Wellness Day 9/27 at Plum Creek.
- Ballfield and irrigation maintenance.

Civic Center

- Trench was poured back into the basement and workers might start framing downstairs 9/24 or 9/25.
- Possibly removing the upper portion of the attic stairs 9/23-9/27.

Electric Department

- Safety Meeting 9/24.
- Trim trees.
- Voltage conversion at River St. & Depot St.
- Work on streetlights.

Street Department

- Push up burn pile.
- Tree work.
- Mow R/W.

Library

- 9/25: Read Aloud Nebraska Zoom Meeting.
- 9/26: 1pm Meeting about Gingerbread House event on 11/30, line dancing at 6:30pm.
- 9/29: Humanities Nebraska Program.

Building Inspection/Planning Department

- Working with Goehner City Council reviewing a property code violation (consulting after hours).
- Garage foundation and building framing has begun for Seward Apts.
- Civic Center Update: Waiting on column and stair modifications. The 4" sewer line has been resolved and inspected, will send pics to Brandon Koll.
- Café on 6th St. Update: Working on Fire suppression.

Engineering

- Painting water main and storm sewer at 8th & Jackson, logo color sample approval and communication tenant agreements for the new water tower.
- Highway 15 Water Main Update: Pavement restoration; library, 5th & Hillcrest and 7th & Hillcrest.
- NDOT Highway 15 Reconstruction: Seward Street intersection, Bradford to Moffitt.
- Repave Bradford off-street parking 6th to 7th, install remaining storm sewer at Bradford & 8th and Work Order No. 8.

Finance Dept.

- End of FY claims.
- Benefit changes from open enrollment.
- Evals for employees.
- Submit budget.

Seward Wellness Center

- Site Update: 1-Overhead equipment install begins 9/23. 2-Continued drywall, moving to painting. 3-Pool was poured/shot last week. 4-Continued drywall finish. 5-Boulevard -lights/finish curbs & sidewalks. 6-Site – finish sidewalks.
- 9/24 Weekly SWC planning meeting. This meeting was specifically about software.

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION
ANNOUNCEMENT OF UPCOMING EVENTS
STRATEGY SESSION**

1. 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