



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

Tuesday, December 17, 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, December 17, 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. City Codes Director Report

CURRENT YEAR: November 2024

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	3	\$ 6,608.90	\$ 797,459.54
REMODEL/ADDIT.	6	\$ 1,055.89	\$ 241,599.31
ACCESSORY	1	\$ 192.00	\$ 10,000.00
RELOCATE	5	\$ 188.50	\$ 61,402.33
ELECTRIC			
PLUMBING	16	\$ 1,355.00	
MECHANICAL	7	\$ 841.00	
SEWER TAP	3	\$ 750.00	
TEMP. WATER	3	\$ 360.00	
WATER TAP	3	\$ 2,514.00	
TEMP. ELEC.	3	\$ 150.00	
ELECTRIC SER.	3	\$ 600.00	
TOTALS	53	\$ 14,615.29	\$ 1,110,461.18

YEAR TO DATE January to December 2024

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	23	\$ 62,604.09	\$17,320,312.86
REMODEL/ADDIT.	125	\$ 22,364.97	\$ 9,215,817.59
ACCESSORY	102	\$ 3,975.88	\$ 567,215.78
RELOCATE	76	\$ 5,901.53	\$ 2,855,392.88
ELECTRIC		\$ -	\$ -
PLUMBING	144	\$ 13,923.72	\$ -
MECHANICAL	89	\$ 10,981.20	\$ -
SEWER TAP	17	\$ 4,250.00	\$ -
TEMP. WATER	16	\$ 1,920.00	\$ -
WATER TAP	17	\$ 14,429.56	\$ -
TEMP. ELEC.	14	\$ 700.00	\$ -
ELECTRIC SER.	14	\$ 4,200.00	\$ -
TOTALS	637	\$ 145,250.95	\$ 29,958,739.11

LAST YEAR: November 2023

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	0	\$ -	\$ -
REMODEL/ADDIT.	5	\$ 1,439.95	\$ 517,010.00
ACCESSORY	8	\$ 175.12	\$ 29,192.03
RELOCATE	6	\$ 941.00	\$ 345,496.68
ELECTRIC			\$ -
PLUMBING	6	\$ 350.00	\$ -
MECHANICAL	6	\$ 900.00	\$ -
SEWER TAP	0	\$ -	\$ -
TEMP. WATER	0	\$ -	\$ -
WATER TAP	0	\$ -	\$ -
TEMP. ELEC.	0	\$ -	\$ -
ELECTRIC SER.	0	\$ -	\$ -
TOTALS	31	\$ 3,806.07	\$ 891,698.71

YEAR TO DATE January to December 2023

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	22	\$ 48,386.42	\$ 23,926,774.03
REMODEL/ADDIT.	175	\$ 21,867.24	\$ 5,855,268.51
ACCESSORY	143	\$ 15,921.78	\$ 722,108.30
RELOCATE	420	\$ 25,637.00	\$ 8,441,195.52
ELECTRIC			\$ -
PLUMBING	139	\$ 14,505.00	\$ -
MECHANICAL	119	\$ 22,588.00	\$ -
SEWER TAP	21	\$ 5,250.00	\$ -
TEMP. WATER	4	\$ 480.00	\$ -
WATER TAP	21	\$ 21,919.00	\$ -
TEMP. ELEC.	18	\$ 900.00	\$ -
ELECTRIC SER.	21	\$ 4,300.00	\$ -
TOTALS	1103	\$ 181,754.44	\$ 38,945,346.36

OPEN Property Maintenance Code Violation Report

					12/10/2024 0:00
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2024					
848 Main Street	Trash	10/15/2024	Amanda Cool	In Person	CSO Shannon Arena made contact with the resident. The resident stated she will get the trash picked up by 10-11-2024. Arena will check on the property on 10-15-2024.
923 Elm St	Weeds/Trash/Vehicles/Front Porch	10/11/2024	Sherdon Bick	In Person	11-6-2024 CSO Arena reviewed property and found it to be satisfactory.
					CSO Shannon Arena made contact. Notice was given all trash needs to be removed, the vehicles that lost their identity needs to be removed, and the porch needs to be brought up to code. CSO Arena checked on the progress and was told a dumpster was to be delivered on October 4th to through away the piles of trash.
437 S 6th Street	Vehicles/Weeds/Trash	9/30/2024	Verlin Miller	In Person	CSO Shannon Arena made contact. Notice was given to have cars parked on a hard surface, to remove the trash, and cut down weeds.
434 S 2nd	Weeds	8/1/2024	Stephen Storjohn	In Person	8-6-2024 the rear yard is knocked down. City Streets Department sprayed the alley side.
429 S Columbia	Weeds		Christopher Yates	Posted on Site	Weeds have been taken care of.
1114 N 6th St	Weeds and Grass		Joseph Matthews	Red Tag on Front Door	Weeds and grass have been mowed.
662 N 7th St	Weeds and grass	7/15/2024	Amanda Reed 662 N 7th St	Phone, Cert letter	8-12-2024 City staff cleaned the lot. Invoice sent to collections. Property is in foreclosure.
					7-10-2024 CSO Arena noted Ms. Reed now resides in Colorado, he left a message at the contact number. Mailed Cert. letter to address, will continue to persue forwarding address. 8-6-2024 Park's and Rec took care of the rear yard. CSO Arena finally made contact and she is letting the house be foreclosed on

OPEN Property Maintenance Code Violation Report

728 N 7th St	Trash, weeds, pests, dirty pool	6/17/2024	Aaron Smelker	Phone call	7-10-2024 CSO Arena delivered 5 day mowing notice and orders, deadline Monday 7-15-2024 6-12-2024 CSO Shannon Arean made contact with the owner and they said it would be cleaned up by Monday 6-17.
317 S 3rd St	Grass/weeds	5/20/2024	Cottonwood Rentals/Sarah Moore	Phone Call	5-15-2024 CSO Arena contacted Sarah Moore stating the grass is still not cut. She has till Monday to get it done or the City will go in and mow and assess the allowed fee. 5-10-2024 Dworak contacted Sarah Moore regarding the grass height. She said she has a company hired and they were suppose to have mowed. It to be done over the weekend.
416 N 1st	Trash/Garbage	4/22/2024	Rudolph Nuttleman		CSO Arena received the call. 4-15-24 he will take pictures of the issue, notified the landowner and give 1 week to remedy the issue.
107 South St	Protective treatment, decayed siding, soffits and facsias, windows boarded up, decayed roof	6/4/2024	Jane Kroeger	In Person	6-11-2024 Met with Jane on site, she signed the inspection warrant waiver and allowed the City entry to the property. A timeline has been requested.
		4/15/2024		Certified Mail	5-16-2024, received the green cert card back showing she received the letter. Waiting on updates from the owner. Mailed Cert. letter of violation and Inspection Warrant Waiver to inspect the interior of the structure.
1115 N Columbia	Protective treatment, decayed siding, soffits and facsias, decayed roof	5/28/2024	Lori Canning 1115 N Columbia Seward, NE 68434	Phone Call	7-10-2024 Evan continues to remove clutter, once done we will meet for a construction schedule. Evan Canning let me know Lori has been relocated into an apartment and a contract with Saalfeld Construction has been signed. Craig Saalfeld said mid to late July start date, materials have been ordered.
520 E Hillcrest	Snow Removal	1/23/2024	Clay Shepherd	Phone Call	1-22-24 CSO Arena contacted the owner regarding snow removal and the rules. 1-23-24 the sidewalk has been cleared.

OPEN Property Maintenance Code Violation Report

410 E Seward	Unlicensed recreation vehicles	2/6/2024	Bob Payne Jr	Phone Call	1-23-2024 CSO Arena contacted Bob Payne regarding the unlicensed recreational vehicles and their location. Payne stated he would have them moved in two weeks and place them behind the tree line.
1340 Fairlane	Snow Removal	1/11/2024	Barbara Osborne 903 406th Rd Beaver Crossing, NE 68313	In Person	1-10-24 CSO Arena made contact with the tenant. They will get it taken care of today.
339 E Bek	Snow Removal	1/11/2024	Gerald Gerler 1332 Rainbow Ave Seward, NE	Letter	On 1-10-24 COS Arena left a red tag on the door of the residence. His is waiting to hear back. 1-23-2024 the sidewalk has been cleared.

2. City Treasurer Report

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

Report Sequence: sgrp, CUSIP, Ticket

**Pledged Securities Detail
November 30, 2024**

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SGrp	CUSIP	Description	Moody	Rate	State	Ticket-#	Call Type	Maturity Dt	Total Face	Pledged Face	Pledge Values		Market Value
											Next Call Dt	Issue Dt	
STyp	Loc/PI	S&P					Call Price	Intent	Total Par	% of Total	Book Value	Interest Rec	Collateral Value
PLEDGEE: CITY OF SEWARD (02)													
	3137AWU78	FHR 4145 AC	1.250		185157011-1			12/15/2027	1,500,000.00	1,500,000.00	14,658.93	14,303.92	14,303.92
D02/02								12/1/2012	1,500,000.00	1,500,000.00	14,658.93	14,303.92	14,303.92
	3137B0NV2	FHR 4176 EC	1.500		185157163-1			9/15/2025	2,000,000.00	2,000,000.00	11,064.74	10,902.58	10,902.58
D02/02								3/1/2013	2,000,000.00	2,000,000.00	11,064.74	10,902.58	10,902.58
	36176W2B6	GNMA POOL 778670	4.000		185168920-1			12/15/2026	560,000.00	560,000.00	12,380.69	12,053.79	12,053.79
D02/02								12/1/2011	560,000.00	560,000.00	12,380.69	12,053.79	12,053.79
	36179V3Q1	GNMA2 POOL MA7107	2.500		177018890-1			1/20/2036	500,000.00	500,000.00	236,220.50	217,848.46	217,848.46
D02/02								1/1/2021	500,000.00	500,000.00	236,220.50	217,848.46	217,848.46
	3620AR859	GNMA POOL 737260	3.500		185171588-1			5/15/2025	1,000,000.00	1,000,000.00	3,206.75	3,135.34	3,135.34
D02/02								5/1/2010	1,000,000.00	1,000,000.00	3,206.75	3,135.34	3,135.34
	3128MDW74	FHLMC POOL G14970	3.500		177039340-1			12/1/2028	1,450,000.00	1,450,000.00	111,442.45	109,184.18	109,184.18
D02/02								12/1/2013	1,450,000.00	1,450,000.00	111,442.45	109,184.18	109,184.18
	3128MMLQ4	FHLMC POOL G18334	4.500		185145399-1			12/1/2024	1,015,000.00	1,015,000.00	50.59	50.27	50.27
D02/02								12/1/2009	1,015,000.00	1,015,000.00	50.59	50.27	50.27
	3128PQ4E8	FHLMC POOL J11721	4.500		185147195-1			2/1/2025	1,200,000.00	1,200,000.00	605.48	604.07	604.07
D02/02								2/1/2010	1,200,000.00	1,200,000.00	605.48	604.07	604.07
	3128Q0GL5	FHLMC POOL J19203	4.000		185147609-1			5/1/2027	425,000.00	425,000.00	9,870.99	9,746.45	9,746.45
D02/02								5/1/2012	425,000.00	425,000.00	9,870.99	9,746.45	9,746.45
	31329KRS5	FHLMC POOL ZA2297	3.000		177051131-1			4/1/2033	1,000,000.00	1,000,000.00	150,070.23	142,663.62	142,663.62
D02/02								9/1/2018	1,000,000.00	1,000,000.00	150,070.23	142,663.62	142,663.62
								AFS	150,070.23	100.00%	144,054.96	375.18	143,038.80

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

Pledged Securities Detail
November 30, 2024

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Report Sequence: sgrp, CUSIP, Ticket

SGrp	STyp	CUSIP	Description	S&P	Moody	Rate	State	Ticket-P#	Call Type	Next Call Dt	Call Price	Maturity Dt	Issue Dt	Intent	Total Face	Total Par	Pledged Face	% of Total	Pledge Values		Carrying Value	Market Value
																			Book Value	Par Value		
MBS	FGLM	3132A8S34	FHLMC POOL ZS7738			2.500		177051143-1				1/1/2031	9/1/2018	AFS	860,000.00	145,391.69	860,000.00	100.00%	145,391.69	137,119.50	137,119.50	
D02/02															145,391.69	139,919.38	100.00%		302.90	137,422.40		
MBS	FGLM	3132CWKP8	FHLMC POOL SB0302			3.000		177046215-1				4/1/2035	3/1/2020	AFS	810,000.00	295,280.73	810,000.00	100.00%	295,280.73	278,541.32	278,541.32	
D02/02															295,280.73	291,725.13	100.00%		738.20	279,279.52		
MBS	FGLM	3132CWSD7	FHLMC POOL SB0516			2.500		178002051-1				4/1/2036	3/1/2021	AFS	500,000.00	296,981.44	500,000.00	100.00%	296,981.44	271,620.72	271,620.72	
D02/02															296,981.44	310,299.44	100.00%		618.71	272,239.43		
MBS	FGLM	3132CWM3	FHLMC POOL SB0620			3.500		177041150-1				8/1/2036	2/1/2022	AFS	400,000.00	266,804.25	400,000.00	100.00%	266,804.25	256,171.21	256,171.21	
D02/02															266,804.25	280,005.90	100.00%		778.18	256,949.39		
MBS	FGLM	3133LPUE5	FHLMC POOL RD5081			1.500		177041020-1				3/1/2032	2/1/2022	AFS	500,000.00	321,278.88	500,000.00	100.00%	321,278.88	294,630.98	294,630.98	
D02/02															321,278.88	318,083.31	100.00%		401.60	295,032.58		
MBS	FNMV	31375HAP9	FNMA ARM POOL 334914			6.406		185156211-1				2/1/2026	1/1/1996	AFS	1,000,000.00	85.58	1,000,000.00	100.00%	85.58	85.32	85.32	
D02/02															85.58	85.65	100.00%		0.46	85.78		
MBS	FNMA	3138AMK38	FNMA POOL AL7513			4.500		185159473-1				7/1/2026	7/1/2011	AFS	500,000.00	10,122.92	500,000.00	100.00%	10,122.92	10,315.19	10,315.19	
D02/02															10,122.92	10,227.94	100.00%		37.96	10,353.15		
MBS	FNMA	3138EJLQ9	FNMA POOL AL2134			4.000		185159924-1				7/1/2027	7/1/2012	AFS	443,000.00	11,051.88	443,000.00	100.00%	11,051.88	10,864.77	10,864.77	
D02/02															11,051.88	11,224.76	100.00%		36.84	10,901.61		
MBS	FNMA	3138EKR09	FNMA POOL AL3191			3.500		185160071-1				2/1/2028	2/1/2013	AFS	500,000.00	15,318.49	500,000.00	100.00%	15,318.49	14,664.58	14,664.58	
D02/02															15,318.49	15,577.22	100.00%		44.68	14,709.26		
MBS	FNMA	3138EKX75	FNMA POOL AL3401			5.500		177039339-1				2/1/2034	3/1/2013	AFS	2,000,000.00	207,909.74	2,000,000.00	100.00%	207,909.74	210,205.60	210,205.60	
D02/02															207,909.74	227,730.11	100.00%		952.92	211,158.52		
MBS	FNMA	3138EKXJ9	FNMA POOL AL3380			5.500		177039338-1				1/1/2034	3/1/2013	AFS	2,000,000.00	156,076.30	2,000,000.00	100.00%	156,076.30	157,800.89	157,800.89	
D02/02															156,076.30	170,254.90	100.00%		715.35	158,516.24		

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

**Pledged Securities Detail
November 30, 2024**

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	Ticket-P#	State	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value	Market Value
										Book Value	Par Value		
MBS FNMA D02/02	3138ELYF4 FNMA POOL AL4309		4.000	185160221-1			10/1/2028 10/1/2013 AFS	1,000,000.00 31,821.65	1,000,000.00 100.00%	31,821.65 32,474.20	31,514.22 106.07	31,514.22 31,514.22	31,514.22 31,620.29
MBS FNMA D02/02	3138EMCY5 FNMA POOL AL4586		4.000	185160242-1			2/1/2027 12/1/2013 AFS	575,000.00 6,578.40	575,000.00 100.00%	6,578.40 6,676.36	6,481.26 21.93	6,481.26 21.93	6,481.26 6,503.19
MBS FNMA D02/02	3138EMPD7 FNMA POOL AL4919		3.500	184006560-1			3/1/2029 2/1/2014 AFS	2,000,000.00 157,643.44	631,641.94 31.58%	49,787.10 51,382.57	48,410.18 145.21	48,410.18 145.21	48,410.18 48,555.39
MBS FNMA D02/02	3138EQ5H1 FNMA POOL AL8047		3.500	176002956-1			11/1/2030 1/1/2016 AFS	1,050,000.00 151,398.94	1,050,000.00 100.00%	151,398.94 158,023.53	143,662.18 441.58	143,662.18 441.58	143,662.18 144,103.76
MBS FNMA D02/02	3138WDU82 FNMA POOL AS4206		3.000	178000698-1			1/1/2030 12/1/2014 AFS	1,160,000.00 95,047.41	1,160,000.00 100.00%	95,047.41 97,959.58	92,057.64 237.62	92,057.64 237.62	92,057.64 92,295.26
MBS FNMA D02/02	3140FBGJ3 FNMA POOL BD3800		2.000	177051139-1			7/1/2031 7/1/2016 AFS	1,375,000.00 249,002.60	1,375,000.00 100.00%	249,002.60 238,271.15	230,194.46 415.00	230,194.46 415.00	230,194.46 230,609.46
MBS FNMA D02/02	3140J5EA3 FNMA POOL BM1028		2.500	177039342-1			12/1/2029 3/1/2017 AFS	1,750,000.00 183,124.83	1,750,000.00 100.00%	183,124.83 186,288.14	167,889.24 381.51	167,889.24 381.51	167,889.24 168,070.75
MBS FNMA D02/02	3140J5EA3 FNMA POOL BM1028		2.500	185164038-1			12/1/2029 3/1/2017 AFS	300,000.00 31,392.83	300,000.00 100.00%	31,392.83 31,466.28	28,746.73 65.40	28,746.73 65.40	28,746.73 28,812.13
MBS FNMA D02/02	3140QGJ99 FNMA POOL CA8387		2.500	177034617-1			12/1/2035 12/1/2020 AFS	500,000.00 287,429.54	500,000.00 100.00%	287,429.54 299,817.94	265,031.14 598.81	265,031.14 598.81	265,031.14 265,629.95
MBS FNMA D02/02	3140X9CH6 FNMA POOL FM5471		2.500	199000173-1			12/1/2035 12/1/2020 AFS	465,000.00 265,479.24	465,000.00 100.00%	265,479.24 276,500.14	244,798.91 553.08	244,798.91 553.08	244,798.91 245,351.99
MBS FNMA D02/02	3140X9LK9 FNMA POOL FM5729		3.000	177020855-1			1/1/2041 1/1/2021 AFS	500,000.00 246,471.02	500,000.00 100.00%	246,471.02 259,613.11	223,095.02 616.18	223,095.02 616.18	223,095.02 223,711.20

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

**Pledged Securities Detail
November 30, 2024**

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Market Value
										Par Value	Carrying Value	
MBS	31418AAC2 FNMA POOL MA0902	3.000			185165786-1		11/1/2026	1,000,000.00	1,000,000.00	13,037.97	12,213.73	12,213.73
D02/02							10/1/2011	13,037.97	100.00%	13,091.50	32.59	12,246.32
MBS	31418AKN7 FNMA POOL MA1200	3.000			177011537-1		10/1/2032	800,000.00	800,000.00	87,257.28	82,552.34	82,552.34
D02/02							9/1/2012	87,257.28	100.00%	90,788.66	218.14	82,770.48
MBS	31418AVK1 FNMA POOL MA1517	3.000			177039341-1		7/1/2028	1,000,000.00	1,000,000.00	74,581.29	72,763.93	72,763.93
D02/02							6/1/2013	74,581.29	100.00%	75,797.90	186.45	72,950.38
MBS	31418B8R3 FNMA POOL MA2655	4.000			177020853-1		6/1/2036	410,000.00	410,000.00	77,769.02	72,468.53	72,468.53
D02/02							5/1/2016	77,769.02	100.00%	82,407.10	259.23	72,727.76
MBS	31418DRM6 FNMA POOL MA4091	2.000			177046216-1		8/1/2030	610,000.00	610,000.00	188,065.07	176,995.42	176,995.42
D02/02							7/1/2020	188,065.07	100.00%	183,397.68	313.44	177,308.86
MBS	31418DT77 FNMA POOL MA4173	2.000			177023307-1		11/1/2030	771,122.00	771,122.00	292,768.37	274,777.68	274,777.68
D02/02							10/1/2020	292,768.37	100.00%	299,713.81	487.95	275,265.63
MBS	31418DZ96 FNMA POOL MA4367	1.500			184010674-1		6/1/2031	500,000.00	500,000.00	261,828.81	240,819.35	240,819.35
D02/02							5/1/2021	261,828.81	100.00%	265,644.28	327.29	241,146.64
MBS	31418EA83 FNMA POOL MA4530	1.500			177048016-1		2/1/2032	179,142.00	167,163.35	105,209.22	96,491.61	96,491.61
D02/02							1/1/2022	112,748.34	93.31%	100,508.96	131.52	96,623.13
MUNI	25687CAZ1 DOUGLAS CNTY NEB S&I #540	2.250		NE	177039343-1	Cont	1/1/2034	120,000.00	120,000.00	120,000.00	96,579.60	96,579.60
GO						1/1/2027	1/5/2022	120,000.00	100.00%	120,000.00	1,125.00	97,704.60
D02/02						100.000	AFS					
MUNI	259290EB6 DOUGLAS CNTY NE SAN & IMPT DIS	3.100		NE	185142828-1	Contn	8/15/2030	150,000.00	150,000.00	150,000.00	140,139.00	140,139.00
GO						12/1/2024	6/15/2016	150,000.00	100.00%	150,000.00	1,369.17	141,508.17
D02/02						100.000	AFS					
MUNI	259292CS7 DOUGLAS CNTY SAN IMPT DIST 427	2.700		NE	185142831-1	Contn	11/15/2026	280,000.00	280,000.00	280,000.00	276,474.80	276,474.80
GO						12/1/2024	11/15/2017	280,000.00	100.00%	280,000.00	336.00	276,810.80
D02/02						100.000	AFS					

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

**Pledged Securities Detail
November 30, 2024**

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value Book Value	Book Value		
MUNI GO D02/02	259305DT4 DOUGLAS CNTY NEB S&I #499		2.500	NE	178003667-1	Cont 3/1/2027 100.000	3/1/2036 3/1/2022 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	128,194.50 937.50	128,194.50 129,132.00	
MUNI GO D02/02	25930TBJ6 DOUGLAS CNTY NEB SANI & #421		2.900	NE	184003054-1	Cont 5/15/2025 100.000	11/15/2036 5/19/2020 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	49,574.50 64.44	49,574.50 49,638.94	
MUNI GO D02/02	25931BEG7 DOUGLAS CNTY NEB SAN & IMPT DI		2.750	NE	184010678-1	Cont 5/1/2026 100.000	5/1/2035 5/3/2021 AFS	175,000.00 175,000.00	175,000.00 100.00%	175,000.00 175,000.00	142,170.00 401.04	142,170.00 142,571.04	
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Cont 12/1/2024 100.000	11/15/2028 11/15/2016 AFS	170,000.00 170,000.00	170,000.00 100.00%	170,000.00 170,000.00	160,967.90 204.00	160,967.90 161,171.90	
MUNI GO D02/02	25931YBN1 DOUGLAS CNTY NE SAN & IMPT		3.500	NE	185142866-1	Cont 12/1/2024 100.000	8/15/2032 7/27/2017 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	47,229.50 515.28	47,229.50 47,744.78	
MUNI GO D02/02	25931VCF7 DOUGLAS CNTY NEB SAN #471		2.350	NE	177020849-1	Cont 2/15/2026 100.000	8/15/2035 2/19/2021 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	86,472.00 691.94	86,472.00 87,163.94	
MUNI GO D02/02	25933BEB6 DOUGLAS CNTY NEB SAN & IMPT DI		3.000	NE	184003099-1	Cont 5/15/2025 100.000	11/15/2035 5/19/2020 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	143,940.00 200.00	143,940.00 144,140.00	
MUNI GO D02/02	25938RBY1 DOUGLAS CNTY NEB S&I #537		2.400	NE	177039345-1	Cont 1/15/2027 100.000	1/15/2039 1/21/2022 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	107,137.50 1,360.00	107,137.50 108,497.50	
MUNI REV D02/02	373807CE4 GERING NEB COMBINED UTILS REV		1.850	NE	184010461-1	Cont 4/29/2026 100.000	12/15/2035 4/29/2021 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	84,937.00 853.06	84,937.00 85,790.06	
MUNI GO D02/02	406036HN6 HALL CNTY NE SCD #2 GRAND IS		2.400	NE	185176896-1	Cont 11/15/2024 100.000	12/15/2024 2/9/2015 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	99,939.00 1,106.67	99,939.00 101,045.67	
MUNI REV D02/02	57973FDD8 MCCOOK NE PUBLIC PWR DIST		3.150	NE	185161069-1	Cont 12/1/2024 100.000	12/15/2030 8/9/2017 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	98,343.00 1,452.50	98,343.00 99,795.50	

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

Pledged Securities Detail
November 30, 2024

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Report Sequence: sgrp, CUSIP, Ticket

SGRp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intert	Total Face Total Par	Pledged Face % of Total	Pledge Values		Market Value Collateral Value
										Par Value	Carrying Value	
MUNI	652810G22 NEWTON IOWA		3.000	IA	182011996-1	Cont 6/1/2029	6/1/2033	185,000.00	185,000.00	185,000.00	183,170.35	183,170.35
D02/02	AA					100.000	AFS	185,000.00	100.00%	188,913.25	2,775.00	185,945.35
MUNI	71366YKE9 PERENNIAL PUB PWR DIST NEB ELE		1.800	NE	177020856-1	Cont 2/17/2026	12/15/2036	210,000.00	210,000.00	210,000.00	177,443.70	177,443.70
D02/02						100.000	AFS	210,000.00	100.00%	210,000.00	1,743.00	179,166.70
MUNI	80373YER3 SARPY CNTY NEB S&I #158		2.800	NE	182012079-1	Cont 4/15/2027	10/15/2035	150,000.00	150,000.00	150,000.00	128,428.50	128,428.50
D02/02						100.000	AFS	150,000.00	100.00%	150,000.00	536.67	128,965.17
MUNI	80377BKT8 SARPY CNTY NEB S&I DIST #264		2.350	NE	184010680-1	Cont 5/3/2026	8/15/2034	180,000.00	180,000.00	180,000.00	143,533.80	143,533.80
D02/02						100.000	AFS	180,000.00	100.00%	180,000.00	1,245.50	144,779.30
MUNI	80377TBE2 SARPY CNTY NE SAN & IMPD DIST		2.800	NE	185187220-1	Contin 12/1/2024	11/15/2028	85,000.00	85,000.00	85,000.00	80,868.15	80,868.15
D02/02						100.000	AFS	85,000.00	100.00%	85,000.00	105.78	80,973.93
MUNI	80377TBF9 SARPY CNTY NE SAN & IMPD DIST		2.900	NE	185187221-1	Contin 12/1/2024	11/15/2029	85,000.00	85,000.00	85,000.00	79,602.50	79,602.50
D02/02						100.000	AFS	85,000.00	100.00%	85,000.00	109.56	79,712.06
MUNI	80378TEW8 SARPY CNTY NE SAN & IMPD DIST		3.850	NE	185187230-1	Contin 12/1/2024	10/15/2033	85,000.00	85,000.00	85,000.00	81,695.20	81,695.20
D02/02						100.000	AFS	85,000.00	100.00%	85,000.00	418.15	82,113.35
MUNI	80379AEF5 SARPY CNTY NEB SAN & IMPD #243		2.700	NE	177011631-1	Cont 8/15/2025	8/15/2038	290,000.00	290,000.00	290,000.00	228,615.70	228,615.70
D02/02						100.000	AFS	290,000.00	100.00%	290,000.00	2,305.50	230,921.20
MUNI	80379KEN6 SARPY CNTY NEB SAN & IMPD #272		2.300	NE	177018881-1	Cont 12/15/2025	12/15/2034	50,000.00	50,000.00	50,000.00	39,257.50	39,257.50
D02/02						100.000	AFS	50,000.00	100.00%	50,000.00	530.28	39,787.78
MUNI	810140LP6 SCOTT'S BLUFF CNTY NEB		2.550	NE	182012068-1	Cont 4/21/2027	1/15/2034	250,000.00	250,000.00	250,000.00	211,992.50	211,992.50
D02/02						100.000	AFS	250,000.00	100.00%	250,000.00	2,408.33	214,400.83
MUNI	818483FG9 SEWARD NE ELEC REV		2.450	NE	185187557-1	Contin 12/1/2024	2/15/2028	150,000.00	150,000.00	150,000.00	146,182.50	146,182.50
D02/02						100.000	AFS	150,000.00	100.00%	150,000.00	1,082.08	147,264.58

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

**Pledged Securities Detail
November 30, 2024**

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/Pl	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			Market Value Collateral Value
										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value	
MUNI GO	886094CD1 THURSTON CNTY NEB		2.500	NE	184003102-1	Cont 5/28/2025 100 000	12/15/2035 5/28/2020 AFS	200,000.00 200,000.00	200,000.00 100.00%	200,000.00 197,748.79	171,908.00 2,305.56	171,908.00 174,213.56	
D02/02													
TAX	534239FX1 LINCOLN NEB		3.000	NE	177045043-1		7/15/2026 8/20/2020 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 99,762.04	97,929.00 1,133.33	97,929.00 99,062.33	
D02/02													
TAX	61778RBT8 MORRILL CNTY NEB SCH DIST #63		1.937	NE	177020846-1	Cont 12/1/2025	12/1/2031 2/25/2021 AFS	210,000.00 210,000.00	210,000.00 100.00%	210,000.00 210,000.00	170,427.60 2,033.85	170,427.60 172,461.45	
D02/02													
TAX	68189TBA3 OMAHA NEB SPL OBLIG		6.400	NE	185184294-1		2/1/2026 3/25/2008 AFS	20,000.00 20,000.00	20,000.00 100.00%	20,000.00 20,000.00	20,171.20 426.67	20,171.20 20,597.87	
D02/02													
TD	020076XG3 ALLY BANK CD		3.450		177049880-1		8/4/2026 8/4/2022 AFS	245,000.00 245,000.00	245,000.00 100.00%	245,000.00 245,000.00	245,000.00 2,755.75	245,000.00 247,755.75	
D02/02													
TD	02589AC42 AMERICAN EXPR NATL BK CD		2.650		182012070-1		4/6/2027 4/6/2022 AFS	245,000.00 245,000.00	245,000.00 100.00%	245,000.00 245,000.00	245,000.00 996.11	245,000.00 245,996.11	
D02/02													
TD	89235MNH0 TOYOTA FINANCIAL SGS BK CD		3.200		177046219-1		5/17/2027 5/17/2022 AFS	245,000.00 245,000.00	245,000.00 100.00%	245,000.00 245,000.00	245,000.00 300.71	245,000.00 245,300.71	
D02/02													
CITY OF SEWARD								39,557,927.29		9,803,923.84 9,973,729.30	9,031,600.83 45,302.66	9,031,600.83 9,076,903.49	

CASH IN BANK \$6,307,134.39

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Account Profile



CITY OF SEWARD
 PO BOX 38
 SEWARD NE 68434

Customer: 10039301
 Branch: 0 - SEWARD
 Home / Cell: (402) 643-2928 / None
 Home email: DSCHAE01@CONNECTSEWARD.ORG

Tax ID:
 Internet banking: Yes GoStatements: Yes
 DOB - DOD: - None
 None
PLATINUM-137

Open All Closed

Customer Profile Report: Bank Customer

PDF

Show all: **Balances**

Additional Deposit Information

Account Status	Ownership code Type	Current balance	Accrual	Rate	YTD interest	Term	Maturity date
107867 Open and active	O - OWNER FIRST NAME ON ACCOUNT 1015 - SEWARD MUNICIPAL UTILITIES	1,083,090.00	450.427	2.37000%	43,088.97		None
800082 Open and active	O - OWNER - FIRST NAME ON ACCOUNT 1016 - ELECTRIC BOND PAYMENT ACCT	90,986.92	12.464	1.00000%	1,856.40		None
880108 Open and active	O - OWNER - FIRST NAME ON ACCOUNT 1016 - ELECTRIC FUND	258,694.22	84.696	2.37000%	8,033.14		None
880116 Open and active	O - OWNER - FIRST NAME ON ACCOUNT 1016 - WATER FUND	1,370,780.47	448.790	2.37000%	34,694.61		None
880124 Open and active	O - OWNER - FIRST NAME ON ACCOUNT 1016 - SEWER FUND	76,253.55	10.446	1.00000%	4,476.38		None
TYPE TOTAL		1,796,715.16	556.395	2.24248%	49,060.53		
30388 Open and active	O - OWNER - FIRST NAME ON ACCOUNT 3009 - ELECTRIC IMPROVEMENT	86,723.22	163.325	4.91000%	2,319.08	9 / M	02/21/2025
39341 Open and active	O - OWNER - FIRST NAME ON ACCOUNT 3009 - ELECTRIC FUND	171,172.21	1,178.743	4.57000%	2,581.91	9 / M	07/11/2025
39345 Open and active	O - OWNER - FIRST NAME ON ACCOUNT 3009 - ELECTRIC FUND	256,238.13	2,723.074	4.91000%	3,887.68	9 / M	03/17/2025
39358 Open and active	O - OWNER - FIRST NAME ON ACCOUNT 3009 - ELECTRIC FUND	87,612.83	931.072	4.91000%	1,314.24	9 / M	03/17/2025
40840 Open and active	O - OWNER - FIRST NAME ON ACCOUNT 3009 - WATER FUND	160,971.19	498.040	4.91000%	3,164.11	9 / M	05/12/2025
40882 Open and active	O - OWNER - FIRST NAME ON ACCOUNT 3009 - ELECTRIC FUND	667,606.45	1,796.136	4.91000%	13,596.43	9 / M	05/15/2025
41024 Open and active	O - OWNER - FIRST NAME ON ACCOUNT 3009 - ELECTRIC FUND	159,907.43	1,914.464	4.91000%	5,045.92	9 / M	03/07/2025
41025 Open and active	O - OWNER - FIRST NAME ON ACCOUNT 3009 - SEWER BOND RESERVE	142,714.54	1,727.823	4.91000%	4,581.61	9 / M	03/07/2025
41026 Open and active	O - OWNER - FIRST NAME ON ACCOUNT 3009 - SEWER FUND	61,703.01	738.729	4.91000%	1,962.33	9 / M	03/07/2025
41719 Open and active	O - OWNER - FIRST NAME ON ACCOUNT 3009 - WATER FUND	50,912.44	308.934	4.52000%	2,025.48	9 / M	07/17/2025
45092 Open and active	O - OWNER - FIRST NAME ON ACCOUNT 3009 - SEWER BOND RESERVE	11,500.00	122.212	4.91000%	376.62	9 / M	03/17/2025
46017 Open and active	O - OWNER - FIRST NAME ON ACCOUNT 3009 - ELECTRIC FUND	252,289.42	2,681.111	4.91000%	3,784.48	9 / M	03/17/2025
TYPE TOTAL		2,109,350.87	14,783.664	4.87300%	44,639.89		
41234 Open and active	O - OWNER - FIRST NAME ON ACCOUNT 3015 - ELECTRIC FUND	164,867.81	1,476.583	4.67000%	5,086.78	15 / M	09/27/2025
41262 Open and active	O - OWNER - FIRST NAME ON ACCOUNT 3015 - ELECTRIC FUND	246,849.24	2,116.073	4.67000%	7,616.21	15 / M	09/30/2025
TYPE TOTAL		411,717.05	3,592.656	4.67000%	12,702.99		
CUSTOMER TOTALS		5,943,154.96	20,467.461	3.31246 %	157,445.60		
OWNER TOTALS		5,943,154.96	20,467.461	3.31246 %	157,445.60		

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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As Of 11/30/2024

Receipt# Safeguarding Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	164543BF6	AFS	CHERRY CO NE 40 12/15/40	3.00	Aa3	200,000.00 100.00%	200,000.00	200,332.72	199,898.00
COMM: COMMERCE BANK	082152CN7	AFS	BENNET VLG -REF NE 26 02/15/26	0.75		185,000.00 100.00%	185,000.00	185,000.00	179,533.25
COMM: COMMERCE BANK	148006EZ8	AFS	CASS CO SD #1 NE 26 12/15/26	2.35		200,000.00 100.00%	200,000.00	200,000.00	191,070.00
COMM: COMMERCE BANK	25932KCL7	AFS	DOUGLAS SID #404-REF NE 27 08/15/27	1.75		225,000.00 100.00%	225,000.00	225,000.00	219,541.50
COMM: COMMERCE BANK	869325CL2	AFS	SUTHERLAND -REF NE 28 06/15/28	0.95		140,000.00 100.00%	140,000.00	140,000.00	130,082.40
COMM: COMMERCE BANK	25932KCM5	AFS	DOUGLAS SID #404-REF NE 28 08/15/28	1.85		230,000.00 100.00%	230,000.00	230,000.00	221,938.50
COMM: COMMERCE BANK	25933AFG6	AFS	DOUGLAS SID #492-REF NE 28 08/15/28	3.20		175,000.00 100.00%	175,000.00	175,000.00	171,893.75
COMM: COMMERCE BANK	123540GD2	AFS	BUTLER CO SD - 0056 NE 28 12/15/28	1.35		150,000.00 100.00%	150,000.00	150,000.00	139,554.00
COMM: COMMERCE BANK	80373YCT1	AFS	SARPY CO SID #158-REF NE 29 11/15/29	3.10		155,000.00 100.00%	155,000.00	155,000.00	146,857.85
COMM: COMMERCE BANK	920340BQ8	AFS	VALPARAISO RURAL FIRE NE 3C 07/15/30	2.10		75,000.00 100.00%	75,000.00	75,000.00	70,392.00
COMM: COMMERCE BANK	486890X92	AFS	KEARNEY NE 30 10/15/30	2.60	A+	150,000.00 100.00%	150,000.00	150,000.00	137,550.00
COMM: COMMERCE BANK	0792124W3	AFS	BELLEVUE-REF NE 30 12/15/30	3.10		250,000.00 100.00%	250,000.00	250,000.00	244,275.00
COMM: COMMERCE BANK	751265RA9	AFS	RALSTON-VEHICLE NE 32 06/01/32	3.70		300,000.00 100.00%	300,000.00	300,000.00	300,117.00

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

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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As Of 11/30/2024

Receipt# Safekeeping Location	CUSIP	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
							Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	25932WDR7	AFS DOUGLAS CO #517 NE 32 08/15/32		2.70		235,000.00 100.00%	235,000.00	235,000.00	235,000.00	219,081.10
COMM: COMMERCE BANK	661615UB8	AFS N PLATTE-REF NE 32 12/15/32		3.00	A+	200,000.00 100.00%	200,000.00	200,000.00	200,000.00	197,860.00
COMM: COMMERCE BANK	80378TEW8	AFS SARPY SID #257-REF NE 33 10/15/33		3.85		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	240,095.00
COMM: COMMERCE BANK	698864HR9	AFS PAPIILLION MUNI FACS NE 33 12/15/33		3.00	Aa1	175,000.00 100.00%	175,000.00	175,000.00	175,000.00	163,037.00
COMM: COMMERCE BANK	818468BN9	AFS SEWARD-REF NE 33 12/15/33		2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	400,000.00	365,508.00
COMM: COMMERCE BANK	943776KA1	AFS WAVERLY NE 34 06/01/34		2.95		335,000.00 100.00%	335,000.00	335,000.00	335,000.00	312,380.80
COMM: COMMERCE BANK	840372SX5	AFS SOUTH SIOUX CITY-REF NE 36 08/01/36		2.20		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	179,242.00
COMM: COMMERCE BANK	25929PDW6	AFS DOUGLAS SID #491-REF NE 36 09/15/36		2.60		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	160,576.00
COMM: COMMERCE BANK	80378EDN2	AFS SARPY SID #263-REF NE 36 09/15/36		3.80		260,000.00 100.00%	260,000.00	260,000.00	260,000.00	245,247.60
COMM: COMMERCE BANK	98676TCF8	AFS YORK NE-B-REF NE 36 10/01/36		1.85		200,000.00 100.00%	200,000.00	200,000.00	198,948.23	161,368.00
COMM: COMMERCE BANK	23087RHC5	AFS CUMING CO-B-REF NE 36 12/15/36		2.00		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	201,135.00
COMM: COMMERCE BANK	68905WFK3	AFS OTOE CO NE SD #501-B NE 36 12/15/36		1.70	Aa2	200,000.00 100.00%	200,000.00	200,000.00	200,000.00	162,028.00
COMM: COMMERCE BANK	803787DT4	AFS SARPY CO SD#46 NE 36 12/15/36		2.00	AA-	200,000.00 100.00%	200,000.00	200,000.00	201,049.36	169,514.00

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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Receipt# Safekeeping Location	CUSIP	ASC 320 Description Maturity	Prefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	25938WBX0	AFS DOUGLAS CO SID #562 NE 37 06/01/37		3.85		320,000.00 100.00%	320,000.00	320,000.00	285,843.20
COMM: COMMERCE BANK	80377XCV4	AFS SARPY CO SID #190-REF NE 37 10/15/37		4.00		205,000.00 100.00%	205,000.00	205,000.00	192,343.30
COMM: COMMERCE BANK	25929RCY9	AFS DOUGLAS CO SID #485 NE 38 05/15/38		2.65		200,000.00 100.00%	200,000.00	200,000.00	150,078.00
COMM: COMMERCE BANK	25933VBY5	AFS DOUGLAS CO SANTN 559 NE 38 06/15/38		4.10		165,000.00 100.00%	165,000.00	165,000.00	153,715.65
COMM: COMMERCE BANK	25932EDK2	AFS DOUGLAS CO SID #438 NE 38 08/15/38		4.20		250,000.00 100.00%	250,000.00	250,000.00	250,222.50
COMM: COMMERCE BANK	80373RDR9	AFS SARPY CO DT #220-REF NE 38 08/15/38		4.05		170,000.00 100.00%	170,000.00	170,000.00	167,716.90
COMM: COMMERCE BANK	80387LAP3	AFS SARPY CO SAN & IMP DT NE 38 08/15/38		2.75		290,000.00 100.00%	290,000.00	290,000.00	218,996.40
COMM: COMMERCE BANK	72778PCU5	AFS PLATTE CO SD #5 NE 38 12/15/38		2.00	AA-	200,000.00 100.00%	200,000.00	200,115.24	149,428.00
COMM: COMMERCE BANK	80379KDH0	AFS SARPY CO SID #272-REF NE 38 12/15/38		4.40		215,000.00 100.00%	215,000.00	215,000.00	205,823.80
COMM: COMMERCE BANK	25934MCK3	AFS DOUGLAS SID #531-REF NE 39 01/15/39		4.35		200,000.00 100.00%	200,000.00	200,000.00	190,012.00
COMM: COMMERCE BANK	25936ECH6	AFS DOUGLAS CO SID #561 NE 39 01/15/39		4.35		180,000.00 100.00%	180,000.00	180,000.00	171,010.80
COMM: COMMERCE BANK	25930BEE3	AFS DOUGLAS CO SID #504 NE 39 08/15/39		3.40		215,000.00 100.00%	215,000.00	215,000.00	187,744.45
COMM: COMMERCE BANK	25931EGP9	AFS DOUGLAS CO SAN #503 NE 39 08/15/39		2.65		225,000.00 100.00%	225,000.00	225,000.00	178,722.00

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 11/30/2024

Receipt# Safekeeping Location	CUSIP Location	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
							Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	80373XBC1	AFS SARY CO SAN & IMPT NE 39 08/15/39		2.60		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	145,558.00
COMM: COMMERCE BANK	80373YDV5	AFS SARY CO SID#158-REF NE 39 08/15/39		2.95		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	176,481.50
COMM: COMMERCE BANK	25931BEJ1	AFS DOUGLAS SID #507-REF NE 40 05/01/40		3.15		185,000.00 100.00%	185,000.00	185,000.00	185,000.00	142,198.40
COMM: COMMERCE BANK	25933VDM9	AFS DOUGLAS CO SD #559 NE 40 05/15/40		3.40		175,000.00 100.00%	175,000.00	175,000.00	175,000.00	168,551.25
COMM: COMMERCE BANK	25930LDG7	AFS DOUGLAS CO NE SID#530 NE 40 09/15/40		3.00		150,000.00 100.00%	150,000.00	150,000.00	150,000.00	120,520.50
COMM: COMMERCE BANK	25933EEG9	AFS DOUGLAS CO SAN & IMPT NE 40 11/15/40		3.15		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	171,374.30
COMM: COMMERCE BANK	80388MBJ3	AFS SARY CNTY SANITATION NE 40 12/15/40		4.00		240,000.00 100.00%	240,000.00	240,000.00	240,000.00	202,888.80
COMM: COMMERCE BANK	617775EV9	AFS MORRILL CO NE 41 06/15/41		2.25		240,000.00 100.00%	240,000.00	240,000.00	240,000.00	186,883.20
COMM: COMMERCE BANK	25936EDY8	AFS DOUGLAS CO SID #561 NE 41 07/15/41		2.90		235,000.00 100.00%	235,000.00	235,000.00	235,000.00	188,749.65
COMM: COMMERCE BANK	25939LDA1	AFS DOUGLAS CO SID #567 NE 41 07/15/41		2.75		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	127,578.00
COMM: COMMERCE BANK	25930LDN2	AFS DOUGLAS CO SAN #530 NE 41 08/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	142,772.00
COMM: COMMERCE BANK	80379QBT3	AFS SARY CO NE SAN-REF NE 41 08/15/41		2.75		255,000.00 100.00%	255,000.00	255,000.00	255,000.00	179,265.00
COMM: COMMERCE BANK	80387LAST	AFS SARY CO SAN & IMP DT NE 41 08/15/41		2.90		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	143,858.00

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 11/30/2024

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Receipt# Safekeeping Location	CUSIP Location	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	25938MDE2	AFS DOUGLAS CO SAN & IMPT NE 41 09/01/41		2.80		200,000.00 100.00%	200,000.00	200,000.00	149,922.00
COMM: COMMERCE BANK	25933EFW3	AFS DOUGLAS CO NE SAN-B NE 41 09/15/41		2.85		235,000.00 100.00%	235,000.00	235,000.00	167,552.65
COMM: COMMERCE BANK	25939HCU7	AFS DOUGLAS CO SID#563 NE 41 11/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	156,936.00
COMM: COMMERCE BANK	119483EL5	AFS BUFFALO CO SD #0009 NE 41 12/15/41		2.00	A1	200,000.00 100.00%	200,000.00	194,445.08	146,808.00
COMM: COMMERCE BANK	259327W42	AFS DOUGLAS CO SD #17 NE 41 12/15/41		4.00	AA	250,000.00 100.00%	250,000.00	256,625.89	252,647.50
COMM: COMMERCE BANK	25932XDN4	AFS DOUGLAS CO NE SID-REF NE 41 12/15/41		2.75		250,000.00 100.00%	250,000.00	250,000.00	199,935.00
COMM: COMMERCE BANK	25940KAS4	AFS SID DOUGLAS #596-REF NE 41 12/15/41		2.75		275,000.00 100.00%	275,000.00	275,000.00	193,701.75
COMM: COMMERCE BANK	808290FV7	AFS SCHUYLER NE 42 03/15/42		2.75		250,000.00 100.00%	250,000.00	250,000.00	183,090.00
COMM: COMMERCE BANK	80376KBN2	AFS SARPY CO SID #334 NE 42 05/15/42		3.70		215,000.00 100.00%	215,000.00	215,000.00	185,523.50
COMM: COMMERCE BANK	25932XEH6	AFS DOUGLAS CO SID #524 NE 42 09/15/42		4.65		250,000.00 100.00%	250,000.00	250,000.00	240,027.50
COMM: COMMERCE BANK	25929MEM4	AFS DOUGLAS CO SID #405-R NE 42 11/15/42		3.55		250,000.00 100.00%	250,000.00	250,000.00	189,827.50
COMM: COMMERCE BANK	006058DK4	AFS ADAMS CO NE 42 12/15/42		4.00	AA-	300,000.00 100.00%	300,000.00	307,338.02	299,571.00
COMM: COMMERCE BANK	80387HCA3	AFS SARPY CO SID #304 NE 43 05/15/43		5.00		200,000.00 100.00%	200,000.00	200,000.00	189,196.00

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11/27/2024 8:33 AM - BLA / JNBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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As Of 11/30/2024

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
								Original Face	Par	Book Value	Market Value
3132DMPY5 AFS COMMI: COMMERCE BANK			FRLMC 30YR 03/01/50		SD0439 3.50		1,000,000.00 100.00%	1,000,000.00	535,385.91	584,121.66	478,929.47
66 Securities Pledged To: 1010 - CITY TREASURER								15,110,000.00	14,645,385.91	14,702,976.20	12,761,779.22

CASH IN BANK \$8,047,679.16

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TREASURER'S REPORT	MONTH OF: NOVEMBER 2024					
VARIANCE AT: 16.67%						
DEPARTMENT	REVENUE BUDGET	CURRENT YTD REVENUE	VARIANCE	UNRECEIPTED BALANCE	PREVIOUS YTD REVENUE	DIFFERENCE B/W BUDGET YEARS
ELECTRIC	15,568,990	1,927,193	12%	13,641,797	2,328,351	(401,159)
ELEC BOND PYMT						
WATER	7,803,000	452,633	6%	7,350,367	435,930	16,703
WATER BOND PYMTS						
WATER SINKING FUND	20,000	- 0 -	0%	20,000	- 0 -	- 0 -
WASTEWATER TREATMENT	21,807,388	506,230	2%	21,301,158	455,533	50,698
WWTW BOND PYMT						
WWTW SINKING FUND	930,000	- 0 -	0%	930,000	- 0 -	- 0 -
TOTAL BUSINESS-TYPE FUNDS	46,129,378	2,886,056	6%	43,243,322	3,219,814	(333,758)
GENERAL REVENUES	5,411,339	108,259	2%	5,303,080	116,122	(7,863)
LEGAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
POLICE	6,650	428	6%	6,222	857	(430)
E911	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
POLICE EQUITABLE SHARING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
STREET	5,997,066	269,946	5%	5,727,120	263,674	6,272
STREET STP FUNDS	190,428	1	0%	190,427	7	(6)
DEBT SERVICE	596,674	310,051	52%	286,623	373,881	(63,830)
RAIL CAMPUS	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG DOWNTOWN REVITAL GRANT	- 0 -	- 0 -	0%	- 0 -	45,000	(45,000)
BLDGS & GRDS (CITY HALL)	48,000	8,000	17%	40,000	6,000	2,000
LEVEE ACCREDITATION	146,250	- 0 -	0%	146,250	- 0 -	- 0 -
CIVIC CENTER	1,729,525	533,778	31%	1,195,747	- 0 -	533,778
LIBRARY	41,080	10,067	25%	31,013	7,370	2,697
PUBLIC PROPERTIES	31,250	2,182	7%	29,068	391	1,791
CEMETERY	65,000	11,625	18%	53,375	7,700	3,925
GOLF COURSE	599,525	34,016	6%	565,509	28,754	5,262
NEW PARK DEVELOPMENT	750	124	17%	626	193	(70)
NEW CEMETERY DEVELOPMENT	3,000	568	19%	2,432	582	(14)
GUTHMAN TRUST - REGULAR	425	23	5%	402	59	(36)
GUTHMAN TRUST - PAVING	100	24	24%	76	62	(38)
PERPETUAL CARE - PRINCIPAL	8,250	3,150	38%	5,100	1,500	1,650
PERPETUAL CARE - INTEREST	3,000	683	23%	2,317	806	(123)
BLDGS & GRDS (OTHER)	250	- 0 -	0%	250	- 0 -	- 0 -
BUILDING INSPECTION	99,250	13,438	14%	85,812	21,240	(7,802)
FIRE	360,000	31,967	9%	328,033	47,118	(15,151)
FIRE EQUIPMENT SINKING FUND	149,000	51,408	35%	97,592	2,146	49,262
TREE BOARD	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PLANNING COMMISSION	5,200	1,651	32%	3,549	- 0 -	1,651
ENGINEER	133,663	- 0 -	0%	- 0 -	- 0 -	- 0 -
DOWDING POOL	81,000	- 0 -	0%	81,000	- 0 -	- 0 -
CONCESSION STAND	900	900	100%	- 0 -	- 0 -	900
SWIMMING LESSONS	16,000	- 0 -	0%	16,000	- 0 -	- 0 -
RECREATION	42,850	9,357	22%	33,493	17,201	(7,845)
SPORTS COMPLEX LIGHTS	225	46	20%	179	120	(74)
SENIOR CENTER	98,000	20,588	21%	77,412	12,128	8,460
SENIOR SHUTTLE	4,600	1,291	28%	3,309	433	859
RECYCLING	5,500	103	2%	5,397	65	38
WELLNESS CENTER	415,000	101	0%	414,899	- 0 -	101
ECONOMIC DEVELOPMENT (LB840)	279,689	48,262	17%	231,427	46,835	1,427
CAPITAL IMPROVEMENTS FUND	11,161,100	2,214,276	20%	8,946,825	141,487	2,072,788
TAX INCREMENT FINANCING	642,906	7,630	1%	635,276	27,797	(20,167)
TOTAL GOVERNMENTAL FUNDS	28,373,445	3,693,941	13%	24,545,841	1,169,529	2,524,413

(UNAUDITED)

TREASURER'S REPORT		MONTH OF: NOVEMBER 2024				
VARIANCE AT: 16.67%						
DEPARTMENT	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE
	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS
ELECTRIC	16,115,995	1,668,235	10%	14,447,760	1,878,974	(210,739)
ELEC BOND PYMT	492,108	- 0 -	0%	492,108	- 0 -	- 0 -
WATER	6,898,179	648,427	9%	6,249,752	461,008	187,420
WATER BOND PYMTS	357,426	4,288	1%	353,139	6,148	(1,860)
WATER SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
WASTEWATER TREATMENT	12,754,281	237,551	2%	12,516,730	200,974	36,577
WWTW BOND PYMT	297,193	- 0 -	0%	297,193	- 0 -	- 0 -
WWTW SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
TOTAL BUSINESS-TYPE FUNDS	36,915,182	2,558,500	7%	34,356,682	2,547,103	11,398
GENERAL EXPENSES	1,287,414	110,018	9%	1,177,396	100,771	9,248
LEGAL	75,483	13,995	19%	61,488	100,771	(86,776)
POLICE	1,952,173	322,519	17%	1,629,654	290,474	32,045
E911	246,299	41,050	17%	205,249	47,014	(5,964)
POLICE EQUITABLE SHARING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
STREET	6,773,162	1,168,512	17%	5,604,650	982,213	186,300
STREET STP FUNDS	190,428	- 0 -	0%	190,428	- 0 -	- 0 -
DEBT SERVICE	591,674	22,190	4%	569,484	25,278	(3,088)
RAIL CAMPUS	11,000	17,945	163%	(6,945)	3,044	14,901
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG-DOWNTOWN REVITAL GRANT	- 0 -	- 0 -	0%	- 0 -	45,000	(45,000)
BLDGS & GRDS (CITY HALL)	26,729	7,923	30%	18,806	7,762	161
LEVEE ACCREDITATION	215,000	1,329	1%	213,671	19,076	(17,747)
CIVIC CENTER	1,764,525	544,894	31%	1,219,631	37,607	507,287
LIBRARY	596,015	103,594	17%	492,421	100,124	3,470
PUBLIC PROPERTIES	581,859	106,027	18%	475,832	97,671	8,356
CEMETERY	259,270	91,391	35%	167,879	63,012	28,379
GOLF COURSE	847,336	114,572	14%	732,764	84,969	29,603
NEW PARK DEVELOPMENT	100	- 0 -	0%	100	124	(124)
NEW CEMETERY DEVELOPMENT	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
GUTHMAN TRUST - REGULAR	145	- 0 -	0%	145	- 0 -	- 0 -
GUTHMAN TRUST - PAVING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PERPETUAL CARE - PRINCIPAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PERPETUAL CARE - INTEREST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
BLDGS & GRDS (OTHER)	13,400	707	5%	12,693	422	285
BUILDING INSPECTION	137,341	35,337	26%	102,004	20,419	14,918
FIRE	772,256	45,990	6%	726,266	87,576	(41,586)
FIRE EQUIPMENT SINKING FUND	185,000	- 0 -	0%	185,000	- 0 -	- 0 -
TREE BOARD	12,500	- 0 -	0%	12,500	- 0 -	- 0 -
PLANNING COMMISSION	41,135	17,080	42%	24,055	3,514	13,565
ENGINEER	177,217	35,579	20%	- 0 -	22,301	13,278
DOWDING POOL	265,537	31,164	12%	234,373	25,114	6,050
CONCESSION STAND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
SWIMMING LESSONS	11,189	- 0 -	0%	11,189	- 0 -	- 0 -
RECREATION	375,354	89,020	24%	286,334	- 0 -	89,020
SPORTS COMPLEX LIGHTS	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
SENIOR CENTER	226,981	48,011	21%	178,970	6,199	41,812
SENIOR SHUTTLE	4,738	2,017	43%	2,721	1,639	378
RECYCLING	35,059	6,567	19%	28,492	- 0 -	6,567
WELLNESS CENTER	415,001	39,790	10%	375,211	15,998	23,792
ECONOMIC DEVELOPMENT LB840	279,690	179,147	64%	100,543	41,730	137,417
CAPITAL IMPROVEMENTS FUND	11,100,000	1,909,061	17%	9,190,939	133,024	1,776,037
TAX INCREMENT FINANCING	696,706	6,897	1%	689,809	104,501	(97,604)
TOTAL GOVERNMENTAL FUNDS	30,167,716	5,112,326	17%	24,913,752	2,467,345	2,644,981

(UNAUDITED)

3. Claims & Payables Reports

CLAIMS LIST
12/18/2024
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	555
AKRS Equipment Inc	FA	34,626.93
Allo	UT	564.14
Amazon Business	BU	651.72
Aqua-Chem Inc	SU	736.1
AT&T	SE	240.24
Badger Meter	SE	287.46
Baker & Taylor	MAT	2,113.42
Birkels Rock & Gravel	SU	2,211.90
Bizco Technologies	IT	809.99
Blue Cross Blue Shield NE	INS	67,075.71
Blue River Electric LLC	GU	2,944.05
Border States Industries	MAT	5,787.90
BNSF	AF	832.49
Capital Business-Cheyenne	SE	23.23
Cerny Dan	RI	59.07
City Seward Building & Grounds	OP	4,000.00
City Seward Library Petty	PF	266.86
City Seward Merchant Services	SE	2,999.64
City Seward Payroll Account	SA	214,429.56
City Seward Perpetual Fd	MC	900
Clark Enersen Partners	ENG	4,675.00
Codr Plumbing/Excavation	RE	644.79
Commonwealth Electric Co	RE	15,987.47
Cross Creek Animal Health	SE	150
Cuttin It Close Lawncare	SE	430
Deep South Fire Trucks	FA	273,465.00
Eckles Luke	SE	200
Ehlers Electronics	RE	110
Farmers Coop Seward	DF	5,890.84
Fast Mart	SU	5.58
General Excavating	CI	330,796.33

Gerhold Concrete Co Inc	MAT	169.88
Great Plains Communicatio	IT	575.92
H&S Plumb Heat & Air Inc	BU	335.79
Hans Jared	RI	246.52
Hawkins Inc	SU	1,794.35
HDR Engineering Inc	SE	37,843.40
Helmink Printing/Grph Inc	SU	206
Hireright LLC	SE	149.1
JEO Consulting Group	CI	1,068.75
Jerry's Electric	SE	12.5
JLP Contracting LLC	MAT	450
Last Mile Network Consult	UT	62
Lee's Refrigeration	RE	307.5
Levrack	FA	15,100.00
Liberty House	MC	300
Lincoln Winwater Works	INV	389.45
Macqueen Equipment	EQ	7,495.00
Matheson Tri-Gas Inc	SU	108.24
Mid-American Benefits Inc	BE	1,193.40
Midwest Laboratories Inc	TE	2,564.22
Midwest Service & Sales	SU	2,120.00
Municipal Supply Omaha	INV	319
Nebraska Equipment Inc	RE	37.72
Nebraska Fire Marshal	AF	120
Nebraska Pub Pow-Desmoine	UT	421,507.07
NIFCO Mechanical Systems	SE	200
Odeys Inc	SU	428.9
Olsson	CI	13,895.08
One Call Concepts Inc	SE	165.86
One Source Background Che	SE	44
O'Reilly Automotive Inc	RE	418.18
Pac N Save	PF	212.14
Platte Valley Co Inc	RE	386
Plunkett's Pest Control	BU	72.44
Policky Brandon A	RI	26.36
Prairie Mechanical Corp	RE	15,161.25
Purpose Associates	CI	4,561.00
Radar Road Tec	OP	200
Revolution Wraps	SE	108.68
Riverside Portables LLC	SE	399
Rolfsmeier Logan	BU	180
Sam's Club	SU	140.17
Schemmer Architects	CI	42,696.16
Seward Co Clerk/Register	MC	511.92

Seward County Independent	PU	1,210.51
Seward County Treasurer	SE	20,524.91
Seward Kiwanis Club	CI	292.8
Seward Lumber & Home Cent	SU	242.08
Seward Public Schools	MC	370.84
Seward Wind LLC	UT	45,693.40
Short Elliott Hendrickson	CI	28,141.18
Sparetime Lounge & Grill	ML	935
Sports Express	SE	69.85
St P J Supply Inc	SU	155.08
Suhr & Lichty Insurance A	INS	211
The Fort	UN	115.82
Time Warner/Spectrum	IT	431.42
Tractor Supply	FA	329.99
Transunion Risk	SE	75
U S A Bluebook - Cust 812	UN	514.75
Verizon Wireless	IT	471.53
Visa-Pinnacle Bank (Lib)	IT	1,064.58
Voehl Cindy	RI	13.4
Wesco Distribution Inc	MAT	1,270.65
Windstream Nebraska Inc	UT	637.12
York Equipment	RE	69.46
Zimco Supply Co	SU	1,700.00
CLAIMS TOTAL		1,653,293.74

4. Police Department Report



City of Seward
Police Department
Chief Brian W. Peters

Monthly Statistics
_____ 20 _____

Service Calls	
Accidents	
Arrests	
Citations	
Warnings	
Parking Tickets	

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

5. Seward County Chamber & Development Partnership Report

PRESIDENT & CEO

QUARTERLY REPORT SUMMARY



Prepared for SCCDP Members • November 2024

- Seward selected for site of \$165 million investment and 75 new jobs through DARI Processing located in Seward Rail Campus.
- Infrastructure installed at Bronco Heights 14-lot subdivision in Utica; five lots have sold (two basements dug and both have presold).
- Submitted City of Milford's Leadership Certified Community recertification application to Nebraska Department of Economic Development.
- Led campaign which resulted in 85% voter support to renew Village of Utica's LB840 Economic Development Program for another 10 years.
- Seward selected to host the Connecting Young Nebraskans (CYN) Summit (statewide young professionals conference) in September 2025.
- SCCDP President & CEO, Jonathan Jank received the Nebraska Chambers Association's 2024 Chamber Professional of the Year Award.
- Celebrated groundbreaking for Plum Creek Seed Services (September 4); ribbon cuttings for What's the Scoop? (October 11) and Magically Aligned Beauty (November 14).
- Hosted a Professional Development Luncheon "Gen Z in the Workforce" on August 30, Farm to Table Culinary Experience on September 22, and Nebraska Tech Builders Challenge in partnership with Concordia University and Center on Rural Innovation on November 1-2.
- Finished grant applications through Nebraska Arts Council Creative District Development Grant (\$100,000) for Seward's Creative District and Economic Development Administration Build to Scale Grant (\$352,290) for Seward County's Tech Entrepreneurship Ecosystem Strategy.
- Submitted proposal for European ag equipment manufacturer to Nebraska Department of Economic Development for existing buildings in the Seward Rail Campus and Utica.
- Hosted/Attended site visits at Fading West in Colorado (modular home manufacturer - September 9-11), in Milford for Walter Scott Family Foundation (October 2), with enVerde via video chat discussing Seward Rail Campus (bio waste processor - October 4), at Champion Homes in York (modular home manufacturer - October 29), and BonnaVilla in Aurora (modular home manufacturer - October 29).
- Attended NE Chamber Economic Development Summit in Lincoln (September 11); Thriving Children, Families, and Communities Conference in Kearney (September 17); C4K Convening Day in Kearney (September 18); Nebraska Chambers Association Fall Conference in Holdrege (October 9-11); and National Rural Economic Developers Association Annual Conference in Omaha (November 20-22) to network with professional colleagues across the state and learn best practices in the industry.
- Since the beginning of the gift card program in July 2022, SCCDP has sold \$182,507 in gift cards (5,868 individual cards). There are 48 participating businesses across Seward County.
- Marketing Seward County via various media channels including regular articles through local newspaper (Seward County Independent), weekly electronic newsletters (Blue River Buzz), adding video content to the Buzz newsletter, near daily Facebook and Instagram posts, Talk Seward County podcast episodes, and various YouTube videos promoting workforce development and quality of life opportunities.
- Connected resources for LB 840, TIF, grants, and/or available building & land to various business owners and brokers including companies that want to start or expand small business with an irrigation pivot company in Seward, office space in downtown Seward for an ag construction company, childcare service provider pursuing grant funding in Seward, a hair salon in Seward, nationwide industrial construction business supporting development projects in Seward, e-commerce business looking to relocate to Seward, music shop in downtown Seward, office space in downtown Seward for statewide federation, and multiple childcare service providers considering business succession in Seward.
- Continuing to work on Entrepreneurial Operating System (EOS - Vision/Traction Organizer) and 2024 Implementation Plan goals that our staff is implementing on a weekly basis to ensure SCCDP's multiple-year strategic plan is being executed.

QUESTIONS OR FOLLOW UP?

CONTACT:

JONATHAN JANK

402-570-8020

THANK YOU TO OUR QUARTERLY REPORT
SUMMARY SPONSORS!



MEET THE TEAM



PRESIDENT & CEO, JONATHAN JANK

The President & CEO is the chief executive officer of the Seward County Chamber & Development Partnership (SCCDP) and directs all activities necessary to meet the objectives and implement policy, as established by the Board of Directors. This executive position is accountable for the effective and efficient operation of all organizational activities of the SCCDP to move Seward County forward to fulfill the Vision Statement 2035. Reports to the SCCDP Board of Directors; responsible for leadership and development of professional staff members.

VICE PRESIDENT & DIRECTOR OF COMMUNITY AFFAIRS, JACOB JENNINGS

The Community Affairs Director is responsible for working with the Seward County Chamber & Development Partnership (SCCDP) President & CEO, members, and community volunteers to create strategies to strengthen Seward County's workforce and housing development activities and find solutions to relevant community issues. This position also leads SCCDP's legislative efforts including building relationships with elected officials and advocating for policies, regulations, and programs which benefit the Seward County business community. This position helps the President & CEO work to fulfill the Seward County Vision Statement 2035.



DIRECTOR OF MEMBERSHIP, DONNA HENDRICKSON

The Director of Membership is responsible for working with their teammates, members, and community volunteers to accomplish the short and long-term goals of the Seward County Chamber & Development Partnership (SCCDP) related to maintaining current relationships with members while seeking new membership and sponsorship opportunities for the SCCDP. This position helps the President & CEO work to fulfill the Vision Statement 2035.

DIRECTOR OF MARKETING & STORYTELLING, JOANIE BRECKA

The Director of Marketing & Storytelling is responsible for working with their teammates, members, and community volunteers to accomplish the short and long-term goals of the Seward County Chamber & Development Partnership (SCCDP) related to marketing/communications through social media, websites, podcasting and other media. This position helps the President & CEO work to fulfill the Vision Statement 2035.



EXECUTIVE ASSISTANT & EVENT PLANNER, COLLIN HAIN

The Events Planner & Administrative Assistant is responsible for working with their teammates, members, and community volunteers to accomplish the short and long-term goals of the Seward County Chamber & Development Partnership (SCCDP) related to maintaining SCCDP's office systems and equipment, including ensuring bookkeeping and payroll are completed by an accounting contractor on a weekly basis, responding to general communications, planning/coordinating all SCCDP events, helping members and visitors feel welcome, and providing administrative support as needed. This position helps the President & CEO work to fulfill the Vision Statement 2035.



6. Draft Minutes of December 3, 2024, City Council Meetings

December 3, 2024

The Seward City Council met at 7:00 p.m. on Tuesday, December 3, 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, Tatum Tonniges, John Singleton, Matt Stryson, Rich Wergin, Jonathon Wilken. Councilmembers Absent: None. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Michael Oneby, Wellness Center Director Joel Brase, and 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.

MINUTES

Councilmember Wergin moved, seconded by Councilmember Singleton, to approve the November 19, 2024, minutes as presented.

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

Nay: None. Absent: None. Motion carried.

RECEIVE CERTIFICATION OF ELECTION

City Clerk Bargmann noted that as a result of the November 5th election, the following have been elected to the City Council to serve a four-year term: Jessica Kolterman – Ward 1; Matt Stryson – Ward 2; John Singleton – Ward 3; Zane Francescato – Ward 4.

RECOGNITION OF SERVICE OF OUTGOING COUNCILMEMBERS

Mayor Eickmeier thanked Jonathon Wilken, who did not seek reelection. Councilmember Wilken was appointed in July 2015 and served two full terms representing Ward 4.

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Kahler, that the December 3, 2024, City Council Meeting be adjourned.

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

Nay: None. Absent: None. Motion carried.

Adjourned approximately 7:04 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

December 3, 2024

The Seward City Council met at 7:08 p.m. on Tuesday, December 3, 2024, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Zane Francescato, Megan Kahler, Jessica Kolterman, Karl Miller, Tatum Tonniges, John Singleton, Matt Stryson, Rich Wergin. Councilmembers Absent: None. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Michael Oneby, Wellness Center Director Joel Brase, and Police Sergeant Jon Wiedemeyer.

Notice of the meeting was given in advance thereof, and reference to the Open Meetings Act and the Pledge of Allegiance were performed at the preceding meeting.

OATH OF OFFICE FOR NEWLY ELECTED OFFICIALS

City Clerk Bargmann administered the Oath of Office to the following councilmembers: Jessica Kolterman – Ward 1; Matt Stryson – Ward 2; John Singleton – Ward 3; Zane Francescato – Ward 4.

CONFIRMATION OF MAYOR’S APPOINTMENTS

1. CONFIRMATION OF APPOINTED CITY OFFICIALS AND ADMINISTRATION OF THE OATH OF OFFICE

A. TAYLER MIFFLIN – FIRE CHIEF (CITY CODE CHAPTER 85-16.1)

Mr. Mifflin was voted by membership as the new Chief of the Seward Volunteer Fire Department earlier this fall. He replaced James Kimsey and expressed his excitement for the role. City Clerk Bargmann administered the Oath.

Councilmember Stryson moved, seconded by Councilmember Singleton, to appoint Tayler Mifflin as Chief of the Seward Volunteer Fire Department, replacing James Kimsey.

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

Nay: None. Absent: None. Motion carried.

2. CONFIRMATION OF MAYOR APPOINTMENTS OF CITY COUNCIL MEMBERS TO CITY BOARDS AND COMMITTEES:

The following would be effective until the next reorganization meeting in December 2026.

A. AS LIAISON:

Civic Center Commission – Kahler, Singleton

Cemetery Board – Francescato

Community Redevelopment Authority (CRA) – Francescato

Fire Department – Singleton

Library Board – Kolterman, Wergin

Park & Recreation Board – Stryson, Tonniges

Planning Commission – Stryson, Wergin

Tree Board – Rich Wergin

Councilmember Miller moved, seconded by Councilmember Wergin, to approve the liaison list of councilmembers as presented.

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

Nay: None. Absent: None. Motion carried.

B. AS APPOINTMENT:

Aging Services Commission – Tonniges

CDBG Application Review Board for Economic Development (Program Loan Reuse) – Francescato

Seward Community Recreation Facilities Committee – Kolterman, Miller, Stryson

E911 Board – Kolterman, Singleton

Seward Foundation – Miller, Tonniges

LB840 Sales Tax Application Review Board for Economic Development – Kahler, Miller

Personnel, Finance & Audit Committee – Francescato, Kolterman, Miller, Stryson

Seward/Saline County Solid Waste Agency – Singleton

Rail Campus Development Review Committee – Miller, Stryson

Councilmember Stryson moved, seconded by Councilmember Miller, to approve the appointees list of councilmembers as presented.

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

Nay: None. Absent: None. Motion carried.

December 3, 2024

ELECTION OF COUNCIL PRESIDENT

Current Council President Miller nominated Councilmember Kolterman as the 2025 President, which she accepted. No other nominations were presented. Voting in favor: Francescato, Kahler, Kolterman, Miller, Singleton, Stryson, Tonniges, Wergin.

CONSENT AGENDA

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

1. Claims & Payables Report (totaling \$1,177,258.04)
2. Mayor Appointments to Boards and Commissions:
 - a. Re-Appoint Rick Endicott to the Civic Center Commission for a 3-Year Term
 - b. Re-Appoint Katrina Goldsmith to the Housing Appeals Board for a 3-Year Term
 - c. Re-Appoint Kevin Sagehorn and Kurth Brashear to the LB840 Sales Tax Application Review Board for a 3-Year Term

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

ADMINISTRATIVE ITEMS

1. CONSIDERATION OF A CHANGE ORDER (#3) WITH GENERAL EXCAVATING FOR UTILITIES AND SITE WORK AT THE 500,000-GALLON WATER TOWER IN THE AMOUNT OF \$88,103.58

City Engineer Oneby described that, upon excavation, some items unknown previously were discovered, thus necessitating the need for a deviation from the original design as it related to water mains, hydrants, and subgrade. It is expected that substantial completion of the project would be achieved on June 1, 2025. He reported that an additional change order is expected to address some site work to be undertaken north of the water tower alley due to an elevated paved roadway.

Councilmember Singleton opined that recent projects had generated more change orders than he could remember historically, so he requested a report be provided with the current projects and change orders associated. Further, he wondered if an allowance could be explored to be included in the agreements to limit the need for change orders. City Administrator Butcher denoted that the change orders for the Downtown Water Tower Project, 6th Street Water Main Project, and Bradford Street / Park Ave Storm Sewer Improvement projects were mostly due to work being undertaken in older parts of the City where underground utilities were not well identified previously. With improved technology and GIS efforts, it is expected that this information will be more robust.

Councilmember Miller moved, seconded by Councilmember Singleton, to approve a change order with General Excavating in the amount of \$88,103.58 for utilities and site work at the 500,000-gallon water tower.

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

2. CONSIDERATION OF A RESOLUTION TO ADOPT A SIDEWALK COST SHARE INSTALLATION PROGRAM

Mr. Butcher indicated a city-wide sidewalk inventory had been taken by the Building/Zoning Office which denoted many areas of the city were devoid of sidewalks or that their condition was diminished. As such, included in the approved FY25 budget was a line item to set aside \$60k to establish a sidewalk cost share installation program compliant to the ADA Plan. In addition to providing safer walkways near school zones for children, the installation program would allow for safer passage for those who are handicapped. The cost share program would allow a 50% cost share match to be provided by the City upon application and approval of the Building/Zoning Office. The program would only be limited to residential lots and not to new developments. Feedback from disabled individuals would be sought to ensure the program serves the needs of all residents. The program may be considered for future budget years depending on how successful it is in the first year of use. Mayor Eickmeier hoped this would be a catalyst for homeowners to implement areas devoid of sidewalk previously.

Councilmember Kahler introduced **Resolution 2024-37**, to establish a sidewalk cost share installation program. Councilmember Wergin moved, seconded by Councilmember Tonniges, to approve Resolution 2024-37.

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

3. CONSIDERATION OF AMENDMENTS TO THE EMPLOYEE HANDBOOK DATED AUGUST 15, 2023

A. SECTION 3.8.2 – ON-CALL TIME SITUATIONS

December 3, 2024

Mr. Bargmann provided a summarization of the proposed changes to the compensation for on-call time situations. Currently, Electric and Water/Wastewater employees had the expectation of monitoring a Supervisory Control and Data Acquisition (SCADA) software as part of their on-call duties. In practice a Water/Wastewater employee was actively monitoring the system, thus was being provided with an extra two hours of compensation in addition to their on-call leave compensation. The on-call Electric employee was not actively monitoring the system; therefore, they were not receiving additional compensation. The proposed changes would more clearly define the compensation to employees that was already in place.

In review of the current compensation for on-call situations with expected inclement weather, it was determined that the current policy needed retooling. The proposed change would define employees be notified by written memorandum that they are in an on-call status and will be compensated with 0.5 hours per day in this status on non-holidays. Mr. Bargmann noted that the Personnel, Finance & Audit Committee recommended this change at their November 19th meeting.

Councilmember Singleton moved, seconded by Councilmember Francescato, to approve the amendment to Section 3.8.2 of the Employee Handbook dated August 15, 2023, as presented.

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

B. SECTION 4.4.1B CLOSURE DURING REGULAR CITY OFFICE HOURS

Mr. Bargmann noted the proposed change to this section of the handbook was related to a clarification on how to address leave for an employee that could not report to work during or immediately after an inclement weather event. Essentially, in this specific situation, an employee would be compensated for the actual hours worked and could use leave if they could not report. Mr. Bargmann noted that the Personnel, Finance & Audit Committee recommended this change at their November 19th meeting.

Councilmember Singleton moved, seconded by Councilmember Kahler, to approve the amendment to Section 4.4.1b of the Employee Handbook dated August 15, 2023, as presented.

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

4. UPDATE ON THE WELLNESS CENTER

Wellness Center Director Brase provided the following updates: the indoor track was being installed; the pool decking has been poured; the weight room equipment was expected to be delivered soon; and a membership drive will begin in early December.

A. CONSIDERATION OF A CHANGE ORDER (#3) WITH SAMPSON CONSTRUCTION

Mr. Brase reported the change order would reflect the changes to the work for the project, with a net change of \$0 and no change to the expected completion date. Appreciation was expressed for the efforts that Sampson Construction had made to minimize costs and maximize efficiency.

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

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

CITY ADMINISTRATOR'S REPORT

Councilmember Wergin moved, seconded by Councilmember Singleton, that the City Administrator's report of December 3, 2024, be accepted.

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

MOTION TO ADJOURN

Councilmember Kahler moved, seconded by Councilmember Wergin, that the December 3, 2024, City Council Meeting be adjourned.

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

Adjourned approximately 8:09 p.m.

December 3, 2024

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

7. Mayor Appointments to Boards and Commissions:
 - A. Appoint Kaitlyn Denniston and Jax Johnson to Seward Volunteer Fire Department Roster
 - B. Re-Appoint Mike Langner to the Housing Appeals Board for a 3-Year Term

MAYOR APPOINTMENT OF CITY EMPLOYEE

1. Appointment of Mattie Hans to Serve as Deputy City Clerk

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Class I Liquor License Application of 817 LLC, 413 Ash Street
- City Clerk Bargmann



Nebraska Liquor Control

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

Application Copy

File Number: 39771

LICENSE TYPE Class I Beer, Wine, Spirits On Sale Only	APPLICATION DATE RECEIVED 2024-11-20
SECONDARY LICENSE(S) None selected	
LICENSEE 817 LLC	LICENSEE TYPE Corporation
MARITAL STATUS Single	
MANAGED BY AGENT No	
PREMISES TYPE Event Hall/Wedding Reception	PREMISES NAME The Depot
OPERATOR Alicia Happ	CORPORATE LIMIT DESIGNATION Inside
LEASE OR OWN Own	
PHYSICAL ADDRESS 413 Ash Street Seward, Nebraska 68434	
MAILING ADDRESS	

CONTACT NAME Alicia Happ	PREFERRED CONTACT METHOD Email
CONTACT PHONE (308) 750-4235	ALTERNATE PHONE
FAX	EMAIL aliciahapp@gmail.com
PREMISES MANAGER Alicia Happ	PREMISES MANAGER EMAIL aliciahapp@gmail.com
QUESTIONS	

Class I Beer, Wine, Spirits On Sa

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.

80x60

1 floor

3. Is there an outdoor area?

*Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.

No

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

No

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

1 floor

6. 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

7. Is premises to be licensed within 300 feet of a college campus or university?

No

8. Are you acquiring any alcohol prior to obtaining this liquor license?

No

9. What date do you intend to open for business?

January 1, 2025

10 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

No

11 Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?

No

12 Is anyone listed on this application a law enforcement officer?

No

13 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.

Pinnacle Bank

Mitch and Alicia Happ

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

Yes

Current owner and operator of Delray 817 in Lincoln, Nebraska

15 Are all individuals named in this application over 21 years of age?

Yes

16 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

No

17 List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. List the license holder name, location of license, and license number. Also list reason for termination of license(s) previously held.

Mitch and Alicia Happ

Delray 817

817 R Street, Lincoln Nebraska

#124405

18 Has the premises location been previously licensed within the last 2 years?

No

19 Are you applying for a Temporary Operating Permit?

No

20 What is the premises manager's name?

Alicia Happ

21 What is the manager's address?

13277 West Holdrege Street
Lincoln, NE 68528

22 What is the manager's phone number?

308.750.4235

23 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Lancaster

24 What is the manager's email address? An email will be sent to them to obtain their personal information.

aliciahapp@gmail.com

25 Is the manager married?

Yes

Mitchell Happ
mitchhapp@allstate.com

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Explanation of Convictions/Guilty Pleas	Explanation of Convictions.pdf	
Premises Description & Diagram	The Depot floorplan.pdf	
Lease / Deed / Purchase Agreement	817 LLC Lease.pdf	
Business Plan	Buisness Plan The Depot .pdf	
Privacy Act Statement	Privacy Act.pdf	

APPLICANT

Alicia Happ

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.



Additional Information Requested

File Number: 39771

LICENSE TYPE	ADDITIONAL INFORMATION DATE RECEIVED
Class I Beer, Wine, Spirits On Sale Only	2024-11-21

SECONDARY LICENSE(S)
None selected

LICENSEE	LICENSEE TYPE
817 LLC	Corporation

ADDITIONAL INFORMATION REQUESTED

- 1) please add the length and width to the premise diagram
- 2) Lease needs to be signed
- 3) We need fingerprints and the privacy act statement for Mitchell (also if you could upload a better copy of his passport, the one we have is not legible)
- 4) what will be the planned hours of operation?

Thank you,
Corrinne Andersen - Licensing - (402) 471-2896 -
corrinne.andersen@nebraska.gov

ADDITIONAL INFORMATION PROVIDED

The space is an event venue that is rented out by individuals. When the venue is rented or being used the hours would or could be between the hours of 8:00am-1:00am

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	Depot Lease signed.pdf	Signed Depot Lease
Premises Description & Diagram	The Depot Floor Plan 2.pdf	Depot Floor plan with dimensions added
Additional Document	Mitch Happ Passport.pdf	Mitch Happ passport
Privacy Act Statement	Mitch Happ Privacy act.pdf	Mitch Happ privacy act
Lease / Deed / Purchase Agreement	Depot Lease signed.pdf	Signed Depot Lease
Premises Description & Diagram	The Depot Floor Plan 2.pdf	Depot Floor plan with dimensions added
Additional Document	Mitch Happ Passport.pdf	Mitch Happ passport
Privacy Act Statement	Mitch Happ Privacy act.pdf	Mitch Happ privacy act
Lease / Deed / Purchase Agreement	Depot Lease signed.pdf	Signed Depot Lease
Premises Description & Diagram	The Depot Floor Plan 2.pdf	Depot Floor plan with dimensions added
Additional Document	Mitch Happ Passport.pdf	Mitch Happ passport
Privacy Act Statement	Mitch Happ Privacy act.pdf	Mitch Happ privacy act
Lease / Deed / Purchase Agreement	Depot Lease signed.pdf	Signed Depot Lease
Premises Description & Diagram	The Depot Floor Plan 2.pdf	Depot Floor plan with dimensions added
Additional Document	Mitch Happ Passport.pdf	Mitch Happ passport
Privacy Act Statement	Mitch Happ Privacy act.pdf	Mitch Happ privacy act

APPLICANT

Alicia Happ

Nebraska Secretary of State

817, LLC

Thu Nov 21 09:49:33 2024

SOS Account Number

2104177423

Status

Active

Principal Office Address

747 O ST
 SUITE 100
 LINCOLN, NE 68508
 USA

Registered Agent and Office Address

MITCHELL HAPP
 747 O STREET SUITE 100
 LINCOLN, NE 68508

Designated Office Address

747 O STREET, SUITE 100
 LINCOLN, NE 68508

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Apr 27 2021

Next Report Due Date

Jan 01 2025

Filed Documents

Filed documents for 817, 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	Apr 27 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Jun 01 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Feb 13 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Statement of Change	Mar 02 2023	\$0.45 = 1 page(s) @ \$0.45 per page	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](#)

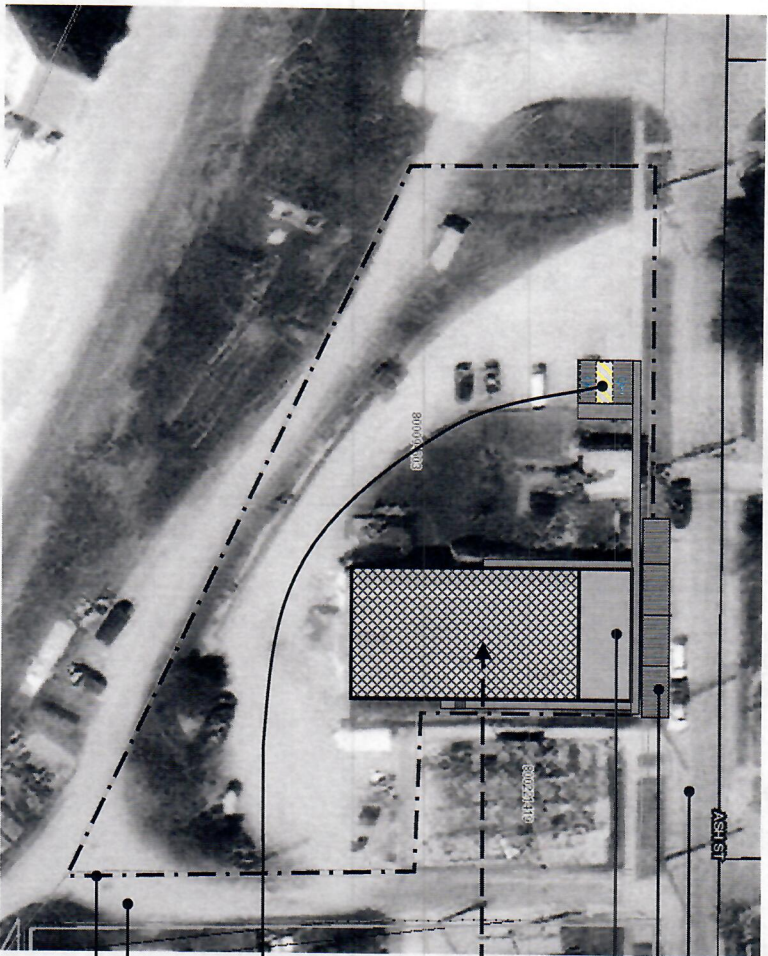
Certificate of Good Standing - USPS Mail Delivery

\$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](#)



Legal Description
SEWARD CORNERSTONE ADDITION LOT 1
Parcel ID 800094603

NORTH
SITE Plan
No Scale

Ash Street
New drop-off parking stalls. Verify size and width per City of Seward Standards
Existing Apartment in same structure

THE DEPOT
See Floor Plan on Sheet A-2

New H-C Van accessible parking stalls. Provide minimum 5" thick concrete slab with minimum 9' W x 18' D stalls and 6' minimum wide access aisle. Provide 6' wide concrete sidewalk in front of stalls. If sidewalk is taller than the parking stall surface, provide accessible ramp. Provide pole mounted signs with top of sign at 60" above paving. Coordinate exact location of all.

5th Street
Approximate Property Lines

Architecture One
NE State
Certificate of Authority CA-2796



I, Kurtis A. Sahr, #A-2165
am the Coordinating
Architect for
THE DEPOT

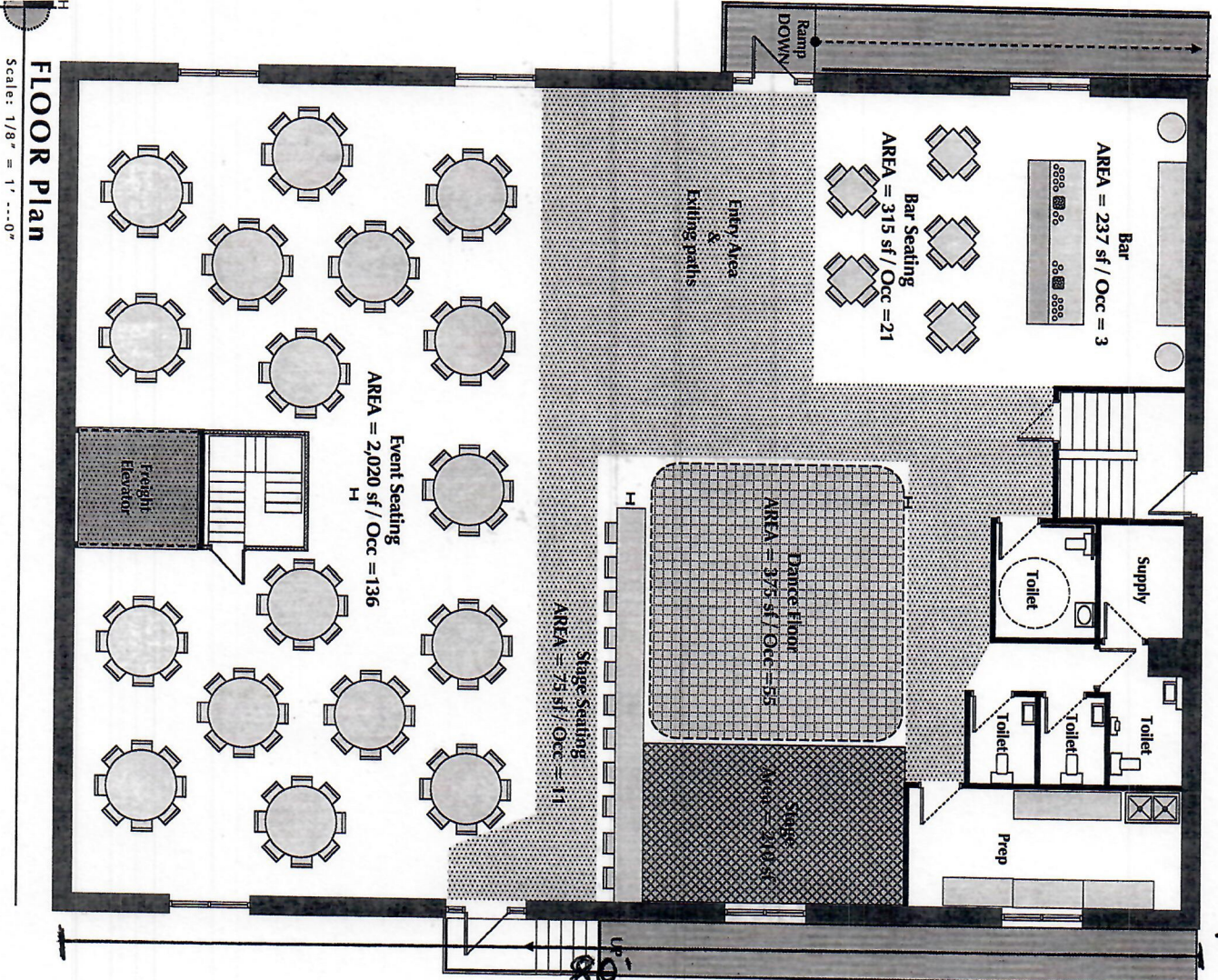
Project # 2022-00-024
REVISED 7-19-2024

THE DEPOT

413 Ash Street
Seward, NE 68434

Architecture One
8032 J. Frank Road
Lincoln, NE 68506
402.588.2312 C
402.484.5112 F.A.
ksahr@arch1.com

A
2



FLOOR PLAN
Scale: 1/8" = 1' - 0"

2012 IBC BUILDING CODE SUMMARY

- The project includes the construction of an existing building.
- > City of Seward Enforcement, Building Code
 - 2012 International Building Code (IBC) with Local Exceptions
 - 2012 International Plumbing Code (IPC)
 - 2012 Life Safety Code (LSC)
 - 2010 Nebraska Accessibility Guidelines (NACG)
 - 2. Chapter 3 - Use and Occupancy Classification
 - 303.3 Assembly Group A-2: Group A-2 occupancy includes assembly uses intended for food and/or drink consumption.
 - 3. Chapter 5 - General Building Heights and Areas
 - SECTION 503 GENERAL BUILDING HEIGHT AND AREA LIMITATIONS and SECTION 504 BUILDING HEIGHT
 - Allowable AREA for A-2 in a Type VB 5 is 6,000 sq ft per Table 503
 - Allowable STORES for A-2 in a Type VB 5 is 1 story above grade plane per Table 503
 - SECTION 506 BUILDING AREA MODIFICATIONS
 - Per 506.3 Automatic sprinkler system increase. When a building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, the building area limitation in Table 503 is permitted to be increased by an additional 300 percent (i.e. = 3) for buildings with no more than one story above grade plane.
 - o The building is one story with a basement and the building is equipped throughout with an approved automatic sprinkler system therefore the allowable area is increased.
 - 4. SECTION 508 AUTOMATIC FIRE ALARM AND DETECTION
 - SECTION 907.1.1 General. Each portion of a building shall be individually classified in accordance with section 907.1.1. Where a building contains more than one occupancy group, the building or portion thereof shall comply with the applicable classification of the most hazardous occupancy within the building.
 - o The building has an apartment (it's occupancy) within it, the most hazardous occupancy is a two hour rated wall and 1 1/2 hour door as required by TABLE 506.4 REQUIRED SEPARATION OF OCCUPANCIES (HOLD) which exceeds the 1 hour separation in a sprinklered building.
 - o 508.2 Accessory occupancies. Accessory occupancies are those occupancies that are ancillary to the main occupancy of the building or portion thereof. Accessory occupancies shall comply with the provisions of Sections 508.2.1 through 508.2.4.
 - See 508.4.1 and 508.4.2 for more information.
 - 5. CHAPTER 7 - FIRE AND SMOKE PROTECTION FEATURES
 - SECTION 907.2.1 Fire Alarm and Detection Systems
 - Per 907.2.1 Group A, A manual fire alarm system that activates the occupant notification system in accordance with section 907.2 shall be installed in Group A occupancies where the occupant load due to the assembly occupancy is 300 or more.
 - o The occupant load of the entire space is = 226 persons (See SECTION 1004 OCCUPANT LOAD below). Therefore a manual fire alarm system is not required.
 - 6. Chapter 9 - Fire Protection Systems
 - SECTION 903.2.1 AUTOMATIC SPRINKLER SYSTEMS
 - Per 903.2.1.2 Group A-2. A manual fire alarm system shall be provided for Group A-2 occupancies where one of the following conditions exists:
 1. The fire area exceeds 5,000 square feet.
 2. The fire area has an occupant load of 100 or more; or
 3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
 - The building is equipped with an automatic sprinkler system.
 - 7. Chapter 10 - Means of Egress
 - SECTION 1004 OCCUPANT LOAD
 - Per TABLE 1004.1.2, the Occupant Load Factor for Assembly Unconcentrated (tables and chairs) = 15 net.
 - The occupant load of the event seating is = 136 persons (OLF = 15 persons), Bar Seating = 21 persons (OLF = 11 persons) (OLF = 2 persons) (OLF = 100 and Dance Floor = 55 persons (OLF = 71 for a total of 226 persons).
 - SECTION 1005 MEANS OF EGRESS SIZING
 - 1005.3 Required capacity based on occupant load. The required capacity, in inches, of the means of egress for any room, area, space or story shall not be less than that determined in accordance with Sections 1005.3.1 and 1005.3.2.
 - The capacity, in inches, of means of egress stairways shall be calculated by multiplying the occupant load served by such stairway by a minimum of 0.3 inches capacity factor (0.3 inch per occupant). Because one of the two existing exits is an exterior stair leading to a sidewalk, a second exit, 2 inches wider than 2 feet, is required. Therefore 3 x 226 = 678 inches. Both exit door have 56 inches each for a total of 112 inches available.
 - SECTION 1007 ACCESSIBLE MEANS OF EGRESS
 - Per 1007.1 Accessible means of egress shall comply with this section. Accessible spaces shall be provided with not less than one accessible means of egress.
 - o One accessible means of egress is provided.

2012 LIFE SAFETY CODE BUILDING CODE SUMMARY

- 1. Chapter 12 New Assembly Occupancies
 - 12.2.5.2.2 A common path of travel shall be permitted for the first 20 ft from any point where the common path serves any number of occupancies, and for the first 75 ft from any point where the common path serves not more than 50 occupants.
 - 12.2.6.2 Exit shall be arranged so that the total length of travel from any point to reach an exit shall not exceed 300 ft. In any assembly occupancy, unless otherwise permitted by one of the following: (1) The travel distance shall not exceed accordance with Section 9.7.
 - o Exit and emergency lighting is provided throughout the existing assembly space.
 - o 12.3.4.1.1 Assembly occupancies with occupant loads of more than 300 shall be provided with an approved fire alarm system.
 - The occupant load of the space is = 226 persons. Therefore a manual fire alarm system is not required.

THE DEPOT

413 Ash Street
Seward, NE 68434

Project # 2022-00-024
REVISED 1-19-2024

Architecture

6800 Thornbury Road
Lincoln, NE 68506
402.468.2172 F
kath@arch.com



Kathleen A. Sullivan, Architect
is the Coordinating Professional for THE DEPOT



**LEASE AGREEMENT
(GROSS)**

THIS LEASE AGREEMENT ("Lease") is made and entered into this agreement on the 25th day of May 2024 by and between Happ's Place LLC ("Landlord") and 817, LLC. ("Tenant").

WHEREAS, Landlord owns that certain real property located at Happ's Place LLC, Lincoln, Nebraska (the "Building");

WHEREAS, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, that portion of the Building as more particularly described below, on the terms and conditions hereinafter defined.

**ARTICLE 1
TERM**

Section 1.1 **LEASED PREMISES**. Landlord hereby leases to Tenant that portion of 413 Ash ST, Seward, NE 68434, consisting of 4800 square feet. Tenant is responsible for obtaining own address and post office box corresponding with this address.

Section 1.2 **TERM**. This Lease shall be in full force and effect from the Effective Date. The term of this Lease (the "Term") shall commence on the Commencement Date and run for 120 months, unless such term is otherwise extended or terminated as provided herein. For purposes of this Lease, the Commencement Date shall be the earlier of 07/01/2024 or the date Tenant commences conducting its business in the Premises. Tenant shall be deemed to have commenced use of the Premises when Tenant begins to move furniture or furnishings into the Premises, or when agents, employees or contractors of the Tenant improve the Premises.

**ARTICLE 2
RENT**

Section 2.1 **MONTHLY RENT**. Beginning on the Commencement Date, Tenant shall pay to Landlord Six Thousand five hundred (\$6500) ("**Monthly Rent**") during the Term. The Monthly Rent shall be payable in advance in equal monthly installments on the first day of each calendar month during the Term.

Section 2.2 **GROSS LEASE**. For purposes of this Lease, a Gross Lease means that the Tenant's rent includes operating expenses of the real estate of which the Premises are part, parking areas, and grounds ("Real Estate"). "Operating Expenses" shall mean all costs of maintaining and operating the Real Estate, including but not limited to all taxes and special assessments levied upon the Real Estate, fixtures, and personal property used by Landlord at the Real Estate, all insurance costs, all costs of labor, material and supplies for maintenance, repair, replacement, and operation of the Real Estate, including but not limited to painting, lighting, snow removal, landscaping, cleaning, depreciation of machinery and equipment used in such maintenance, repair and replacement, and management costs, including Real Estate superintendents. Any other cost borne by the Tenant, either under this Lease Agreement or otherwise, is explicitly not an Operating Expense and not included in the Minimum Rent.

Section 2.3 **MANNER AND PLACE OF PAYMENTS**. All payments of rent and any other sums payable by Tenant to Landlord under this Lease shall be made by Tenant to Landlord without demand, deduction, or set-off to: **Happs Place LLC , c/o Mitchell Happ, 747 O St Suite 100, Lincoln, NE 68508** or at such other place as Landlord from time to time may designate in writing.

Section 2.4 **DELINQUENT AND DISHONORED PAYMENTS**. If any rent or other sums payable by Tenant under this Lease are not paid within fifteen (15) days after such rent or other sums are due, Tenant shall pay to Landlord a "late charge" of five percent (5%) of the amount so overdue, which amount shall be due and payable immediately. In addition, all unpaid rent or other sums shall bear interest

at the lesser of (a) the rate of 18% per annum or (b) the highest rate per annum permitted by law, from their respective due dates until paid, which interest shall be due and payable immediately. Tenant shall pay to Landlord on demand a handling charge of Fifty Dollars (\$50.00) for any check given to Landlord by Tenant for payment of any sums due hereunder which is dishonored by Tenant's bank for any reason.

ARTICLE 3 USE

Section 3.1 **PERMITTED USE AND COMPLIANCE WITH LAW.** Tenant may use the Premises only for office space and for no other purpose. Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulation, and requirements of federal, state, county, and municipal authorities, now in force or which may hereafter be in force, which shall impose any duty upon Landlord or Tenant with respect to the use, occupation or alteration of the Premises, or the conduct of Tenant's business therein. Tenant shall not use or permit the Premises or any part thereof to be used in any manner that constitutes waste, nuisance, an unreasonable disturbances to other tenants of the Building.

Section 3.2 **INSURANCE POLICIES.** Tenant shall not use the Premises in any way that is reasonably likely to cause cancellation of any insurance covering the Premises or the Building, or an increase in the premium rates for such insurance. In the event that Tenant performs or commits any act, the effect of which is to raise the premium rates for such insurance, Tenant shall pay Landlord the amount of the additional premium, as Additional Rent payable by Tenant upon demand therefor by Landlord

Section 3.3 **OPERATION OF BUSINESS.** Tenant shall (a) conduct its business in the entire Premises and (b) remain open for business during customary business days and hours for similar businesses in the city or trade area where the Building is located and also shall remain open on such days and for such hours as Landlord generally may require of businesses in Landlord's Units; (c) neither solicit business nor distribute advertising matter in the Common Areas; (d) not place any excessive weight upon the floor of the Premises; (e) not place or permit any radio or television antenna, satellite dish, loud speaker, or sound amplifier, or any phonograph or other devices similar to any of the foregoing, on the roof or outside of the Premises or at any other place where it may be seen or heard outside of the Premises; and (f) not permit noise, sounds, activities, odors, or disturbances within the Premises which interfere or are likely to interfere with the businesses of other tenants in the Building.

Section 3.4 **RULES AND REGULATIONS.** Tenant agrees to comply with any rules and regulations promulgated by Landlord or the Association. Landlord and/or the Association shall have the right from time to time to reasonably amend or supplement said rules and regulations and to adopt and promulgate additional reasonable rules and regulations applicable to the Premises and the Building.

ARTICLE 4 LANDLORD AND TENANT WORK

Section 4.1 **ALTERATIONS BY TENANT.** Tenant shall make no additions or alterations whatsoever to the Premises without the prior written consent of Landlord. All such alterations shall be completed in a good and workmanlike manner with first-class materials and workmanship.

Section 4.2 **SIGNS.** Tenant shall not install upon the exterior of the Premises any signs without prior approval in writing by Landlord and, if required, by the Association. Tenant shall not place or erect any signs or other devices upon any of the Common Areas. All signs installed by Tenant shall be in compliance with all applicable laws, including but not limited to, the rules and regulations of the State Historical Preservation Society.

ARTICLE 5 PARKING

Section 5.1 **PARKING.** Tenant hereby acknowledges that there is no designated parking for the Premises available for tenants and Tenant shall rely on public parking.

ARTICLE 6 MAINTENANCE OF PREMISES

Section 6.1 **REPAIR OF DAMAGE.** Except as otherwise provided in this Lease, and subject to the rights and obligations of the Association as set forth in the Declaration and/or Bylaws with respect to common elements of the Building and the Premises, Landlord shall keep and maintain the Common Areas of Landlord's Units, in good condition and repair at all times during the Lease Term, except for damage thereto caused by the acts or omissions of Tenant or any of Tenant's contractors, employees, agents, customers, or invitees. At Tenant's expense, Tenant shall repair any damage to the roof of the Building, and any damage to any portion of the Premises or Building caused by the acts or omission of the Tenant, its employees, agents, customers or invitees.

Section 6.2 **MAINTENANCE.** Landlord at its expense shall keep and maintain the Premises in good condition and repair at all times during the Lease Term. Landlord's responsibilities under this Section shall include but are not limited to all plate glass windows and doors in the Premises, the store front or fronts of the Premises, and the fixtures and equipment serving or constituting a part of the Premises (including but not limited to the lighting, heating, air conditioning, ventilating, plumbing, electrical, sewer, and other mechanical systems and equipment serving the Premises).

Section 6.3 **SURRENDER OF PREMISES.** Upon the expiration or termination of this Lease, Tenant shall surrender to Landlord possession of the Premises in good condition and repair, ordinary and reasonable wear and tear expected. Tenant shall remove all its trade fixtures and any approved signage before surrendering the Premises and shall repair any damage to the Premises and the Building caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Term.

Section 6.4 **ENTRY BY LANDLORD.** Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the Premises, for the purpose of making repairs, additions, or alterations thereto, or for any other lawful purpose. For a period commencing six (6) months prior to the expiration of this Lease, Landlord may have reasonable access to the Premises for the purpose of exhibiting the Premises to prospective tenants thereof and may display "For Rent" signs on the Premises.

ARTICLE 7 INSURANCE

Section 7.1 **TENANT INSURANCE.** Tenant shall carry commercial general liability insurance including product and/or completed operations liability on the Premises. Such insurance shall initially be for limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury, including death, and personal injury, arising out of any one occurrence; and not less than One Million Five Hundred Thousand Dollars (\$1,000,000.00) for damage to property arising out of any one occurrence, or a policy having a combined single limit of Two Million Dollars (\$1,000,000.00). Whenever good business practice, in accordance with industry standards, indicates the need of additional insurance coverage or different types of insurance in connection with the Premises or Tenant's use and occupancy thereof, Tenant shall, upon request, obtain such insurance at Tenant's expense and provide Landlord with evidence thereof.

Tenant further agrees to carry all risk extended coverage insurance against fire and such other risks as are, from time to time, included in all risk extended coverage insurance, for the full insurable value, covering all of Tenant's merchandise, interior partitions, trade fixtures, furnishings, wall covering, floor covering, draperies, equipment and all other items of personal property of Tenant located on or within the

Premises. Tenant shall at all times maintain workers' compensation insurance (or other comparable insurance) under applicable law and in accordance with the applicable statutory minimums covering all persons employed by Tenant in connection with any work done in or about the Premises. Whenever good business practice, in accordance with industry standards, indicates the need of additional insurance coverage or different types of insurance in connection with the Premises or Tenant's use and occupancy thereof, Tenant shall, upon request, obtain such insurance at Tenant's expense and provide Landlord with evidence thereof. Tenant shall provide Landlord prior to commencing Tenant's Work with copies of the policies or certificates evidencing that all insurance required pursuant to this subparagraph (b) is in full force and effect and stating the terms thereof, and thereafter shall provide Landlord with renewals thereof at least thirty (30) days prior to the expiration of the respective policy terms.

Section 7.2 **INDEMNIFICATION**. Tenant shall hold the Landlord, its employees or agents harmless and defend the Landlord, its employees or agents from and against any and all losses, damages, claims, or liability for any damage to any property or injury, illness or death of any person: (a) occurring in, on, or about the Premises, or any part thereof, arising at any time and from any cause whatsoever other than solely by reason of the gross negligence or willful misconduct of the Landlord, its employees or agents; (b) occurring in, on, or about any part of the Building or the areas adjacent thereto, when such damage, injury, illness or death shall be caused in whole or in part by the negligence or willful misconduct of Tenant, its agents, servants, employees, invitees or licensees; (c) relating to the failure of the Premises to comply with the terms of the Americans with Disabilities Act or any other law or regulation applicable to the Premises and/or its occupancy by Tenant; and (d) any breach by Tenant of this Lease. The provisions of this Article shall survive the termination of this Lease with respect to any damage, injury, illness or death occurring prior to such termination. References herein to the Indemnitees shall include their respective agents and employees.

Section 7.3 **WAIVER OF CLAIMS**. Each party hereto hereby waives any and all claims for or rights of recovery which such party or anyone claiming through such party may have against the other party hereto (or such other party's officers, agents, or employees) for or with respect to any loss of or damage to such waiving party's property or for any business interruption which is insured or indemnified under valid insurance policies, whether or not such loss, damage, or business interruption is caused by the negligence of such other party or such other party's officers, agents, employees, or any other person or persons for whose actions such other party may be responsible or liable; provided, that the foregoing waiver shall be effective only to the extent of the insurance proceeds actually collected under such policies in respect of such loss, damage, or business interruption and only when permitted by the applicable insurance policy.

ARTICLE 8 UTILITIES

Section 8.1 **UTILITIES**. Landlord shall pay for all gas, water, electricity, telephone, and other utility services used or consumed in or about or furnished to the Premises during the Term and shall pay all sewer use fees or similar charges made or imposed with respect to or against the Premises during the Term.

ARTICLE 9 SUBORDINATION

Section 9.1 **ESTOPPEL CERTIFICATES**. Tenant shall, upon written request from Landlord, execute, acknowledge, and deliver to Landlord within ten (10) days after such written request, without charge, in form reasonably satisfactory to Landlord, a written statement certifying that Tenant has accepted the Premises, that this Lease is unmodified and in full force and effect, that Landlord has performed all of its obligations under this Lease and is not in default under this Lease, and such additional facts as reasonably may be required by Landlord. Tenant's failure to comply with this section shall at Landlord's option constitute an event of default under this Lease.

Section 9.2 **SUBORDINATION**. Landlord may assign its rights under this Lease as security to the holders of one or more mortgages (which term shall include a mortgage, deed of trust, or other

encumbrance) now or hereafter in force against the Premises or the Unit of which the Premises are a part. Within ten (10) days of written request of Landlord, Tenant agrees, at no charge, to subordinate its rights under this Lease; provided, that any such mortgage shall provide, or the mortgagee shall recognize the validity of this Lease and shall honor the rights of Tenant under this Lease so long as Tenant (a) is not in default under this Lease at the time such mortgagee acquires title to the Premises or Landlord's Units and (b) agrees to attorn to such mortgagee as if it were the original landlord under this Lease. Such subordination shall be in such form as Landlord or the mortgagee may require.

ARTICLE 10 ASSIGNMENT AND SUBLETTING

Section 10.1 **ASSIGNMENT AND SUBLETTING**. Tenant shall have no right to assign this Lease or to sublet the Premises without the prior written consent of Landlord, which consent may be withheld by Landlord in Landlord's sole discretion for any reason whatsoever. Tenant shall not allow or permit any transfer of this Lease, or of any interest in or rights under this Lease, by operation of law and shall not mortgage, pledge, or encumber this Lease or any interest herein. For purposes of this Section, a change in control of Tenant shall be deemed to be an assignment of this Lease requiring Landlord's prior written consent. In the event Tenant requests Landlord's consent to a sublease or assignment hereunder, Tenant shall pay Landlord a non-refundable fee of Five Hundred Dollars \$500.00, in advance, to cover Landlord's expenses incurred in connection with reviewing and processing such request.

ARTICLE 11 DEFAULT

Section 11.1 **EVENTS OF DEFAULT**. In addition to any other event specified in this Lease as an event of default, the occurrence of any one or more of the following events (each, an "Event of Default") shall constitute a breach of this Lease by Tenant: (a) failure by Tenant to pay any Minimum Rent, Additional Rent or any other sum due under the terms of this Lease within five (5) days after the date the same is due, (b) failure by Tenant to perform or observe any obligations of Tenant hereunder, (c) failure by Tenant to comply with the Declaration or any promulgated rules and regulations, (d) the making by Tenant of a general assignment for the benefit of creditors, (e) the admission of its inability to pay its debts as they become due, (f) the filing of a petition, case or proceeding in bankruptcy, or the adjudication of Tenant bankrupt or insolvent, and (f) if this Lease or any estate of Tenant hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days.

Section 11.2 **LANDLORD'S REMEDIES**. In the event of any default by Tenant, Landlord may (1) apply the Security Deposit toward the satisfaction and cure of such a default, and/or (2) cure Tenant's default at Tenant's cost and expense, and/or (3) without terminating this Lease re-enter the Premises and remove all persons and all or any property therefrom, by any suitable action or proceeding at law, or by force or otherwise, without being liable for any prosecution therefor or damages therefrom, and repossess and enjoy the Premises, with all additions, alterations, and improvements, and Landlord may at its option, repair, alter, remodel, and/or change the character of the Premises as it may deem fit, and/or (4) at any time relet the Premises or any part or parts thereof, as the agent of Tenant or in Landlord's own right, and/or (5) terminate this Lease upon not less than three (3) days' written notice to Tenant. Tenant throughout the remaining Term hereof shall pay Landlord, no later than the last day of each month during the Term, the then current excess, if any, of the sum of the unpaid rentals and costs to Landlord resulting from such default by Tenant over the proceeds, if any, received by Landlord from such reletting, if any, but Landlord shall have no liability to account to Tenant for any excess. Landlord shall not be required to relet the Premises nor exercise any other right granted to Landlord hereunder, nor shall Landlord be under any obligation to minimize Tenant's loss as a result of Tenant's default. If Landlord attempts to relet the Premises, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable. If Landlord relets the Premises (no inference being made that Landlord is required to do so), then any proceeds from such reletting shall be applied in the following order of priority: (a) to the payment of all expenses Landlord may have incurred in connection with reentering, ejecting, removing, dispossessing, reletting, altering, repairing, redecorating, subdividing or otherwise preparing the Leased Premises for said reletting, including court costs, attorney's and brokerage fees; (b) to the payment of any

past-due indebtedness or obligations due hereunder from Tenant to Landlord, including the cost of debt collection; and (c) the residue, if any, to the payment of the on-going obligations of Tenant to Landlord pursuant to the terms and conditions of this Lease, and Tenant hereby waives all claims to any excess. All of the foregoing shall bear Interest from the date incurred until the date of payment.

Section 11.3 **LEASE CONTINUES UNTIL TERMINATION**. Even if Tenant breaches or abandons this Lease, this Lease shall continue in effect for so long as Landlord does not terminate this Lease under Section 12.2 and Landlord may enforce all its rights and remedies under this Lease, including the right to recover the Rent as it becomes due under this Lease. Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. Landlord's exercise of any rights under Section 12.2 of this Lease shall not relieve the Tenant from the obligation to make all rental payments, and to fulfill all other covenants required by this Lease, at the time and in the manner provided herein, and, if Landlord so desires, all current and future rent and other monetary obligations due hereunder shall become immediately due and payable.

Section 11.4 **REMEDIES CUMULATIVE**. The remedies provided for in this Lease are in addition to any other remedies available to Landlord at law or in equity by statute or otherwise.

ARTICLE 12 SUCCESSORS

Section 12.1 **SUCCESSORS**. All rights and liabilities given to, or imposed upon, Landlord or Tenant in this Lease shall extend to and bind their respective executors, administrators, personal representatives, successors; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assigns of Tenant unless the assignment thereof to such assignee has been approved in writing by Landlord.

ARTICLE 13 QUIET ENJOYMENT

Section 13.1 **LANDLORD'S COVENANTS**. Landlord covenants that Tenant, upon the complete and timely payment of all rent and performance of all of Tenant's other obligations under this Lease, shall peacefully and quietly have, hold, and enjoy the occupancy of the Premises throughout the Lease Term or until this Lease is sooner terminated in accordance with its provisions without any disturbance from Landlord or anyone claiming by, through, or under Landlord.

ARTICLE 14 MISCELLANEOUS

Section 14.1 **WAIVERS**. One or more waivers by Landlord or Tenant of a breach of any covenant or condition by the other of them shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord or Tenant to or of any act by either requiring the other's consent or approval shall not be deemed to waive or render unnecessary either party's consent to or approval of any subsequent similar act by the other party. No waiver or consent of either party shall be binding unless in writing. Landlord's acceptance of rent with knowledge of the existence of any breach of this Lease by Tenant shall not constitute a waiver of such breach.

Section 14.2 **ENTIRE AGREEMENT**. Landlord and Tenant hereby agree that this document contains the entire agreement between them and that there are no other agreements, written or verbal, between them pertaining to the Premises or the subject matter hereof. This Lease may not be amended or supplemented orally but only by an agreement in writing which has been signed by the party against whom enforcement of any such amendment or supplement is sought.

Section 14.3 **RELATIONSHIP OF PARTIES**. Nothing contained in this Lease shall be deemed or construed by Landlord or Tenant, or by any third party, to create the relationship of principal and agent or of partnership or of joint venture between Landlord and Tenant.

Section 14.4 **OTHER TENANTS**. Nothing contained in this Lease, or any exhibit or rider attached hereto, shall be construed, deemed or interpreted to be a warranty, representation, or agreement on the part of Landlord that any particular business shall remain open for business or continue to occupy any premises in or adjoining the Building during the Lease Term or any renewal or extension thereof. Landlord reserves the absolute right to effect such other tenancies in the Building as Landlord, in the exercise of its sole business judgment, sees fit.

Section 14.5 **FORCE MAJEURE**. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, civil commotion, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this section shall not operate to excuse Tenant from prompt payment of rent, Additional Rent or any other payments required by the terms of this Lease.

Section 14.6 **NOTICES**. Whenever under this Lease a provision is made for notice of any kind, such notice and the service thereof shall be deemed sufficient if such notice to Tenant is in writing addressed to Tenant at the Premises. Notice for the Landlord shall be sent to Happ's Place LLC C/O Mitchell Happ 747 O Street Suite 100 Lincoln, NE 69508

Section 14.7 **BROKERS**. Each of the parties represent and warrant that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease and each of the parties agrees to indemnify the other against, and hold it harmless from, any expense or liability for commissions or other compensation or charges claimed by any other broker or agent with respect to this Lease

Section 14.8 **SEVERABILITY**. If any provision of this Lease shall be declared legally invalid or unenforceable, then the remaining provisions of this Lease nevertheless shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

Section 14.9 **RECORDING**. Tenant shall not record this Lease without the written consent of Landlord.

Section 14.10 **GOVERNING LAW**. This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

Section 14.11 **MULTIPLE COUNTERPARTS**. This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original for all purposes.

Section 14.12 **LIABILITY OF LANDLORD**. Notwithstanding any other provision of this Lease, Tenant agrees that it will look solely to the equity, estate, and property of Landlord in the Landlord's Units (subject to prior rights of the holder of any mortgage or deed of trust thereon) for the collection of any judgment requiring the payment of money by Landlord; and Tenant understands and agrees that no other assets of Landlord shall be subject to levy, execution, or other process for the satisfaction of any such judgment or for the enforcement of any rights or remedies of Tenant.

Section 14.13 **TIME OF ESSENCE**. Time is of the essence of this Lease, and all provisions of this Lease relating to the time of performance of any obligation under this Lease shall be strictly construed.


Section 14.14 **EXHIBITS**. The following Exhibits are an integral part of this Lease and have been attached to this Lease prior to its execution: A- Site Plan showing The Building and Premises, and B- Work Letter.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

LANDLORD:

HAPPS PLACE LLC

By: 
Name: Mitchel Hadd
Title: President

TENANT:

817 LLC

By: 
Name: Mitchell Hadd
Title: President

- A. Consideration of a Resolution Recommending or Deny Approval of a Class I Liquor License for 817 LLC dba The Depot



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

November 22, 2024

Liquor license application review

817 LLC
The Depot
413 Ash St
Seward, NE 68434

There are no identifiable zoning issues or location issues within 150' of this property. (§53-177)

There are no identifiable college/university location issues within 300' of this property. (§53-177.01)

Tim Dworak
Building/Zoning and Codes Enforcement Director



Seward County, NE

Parcel Results

14 Results

[Click to Show Property Photos](#)

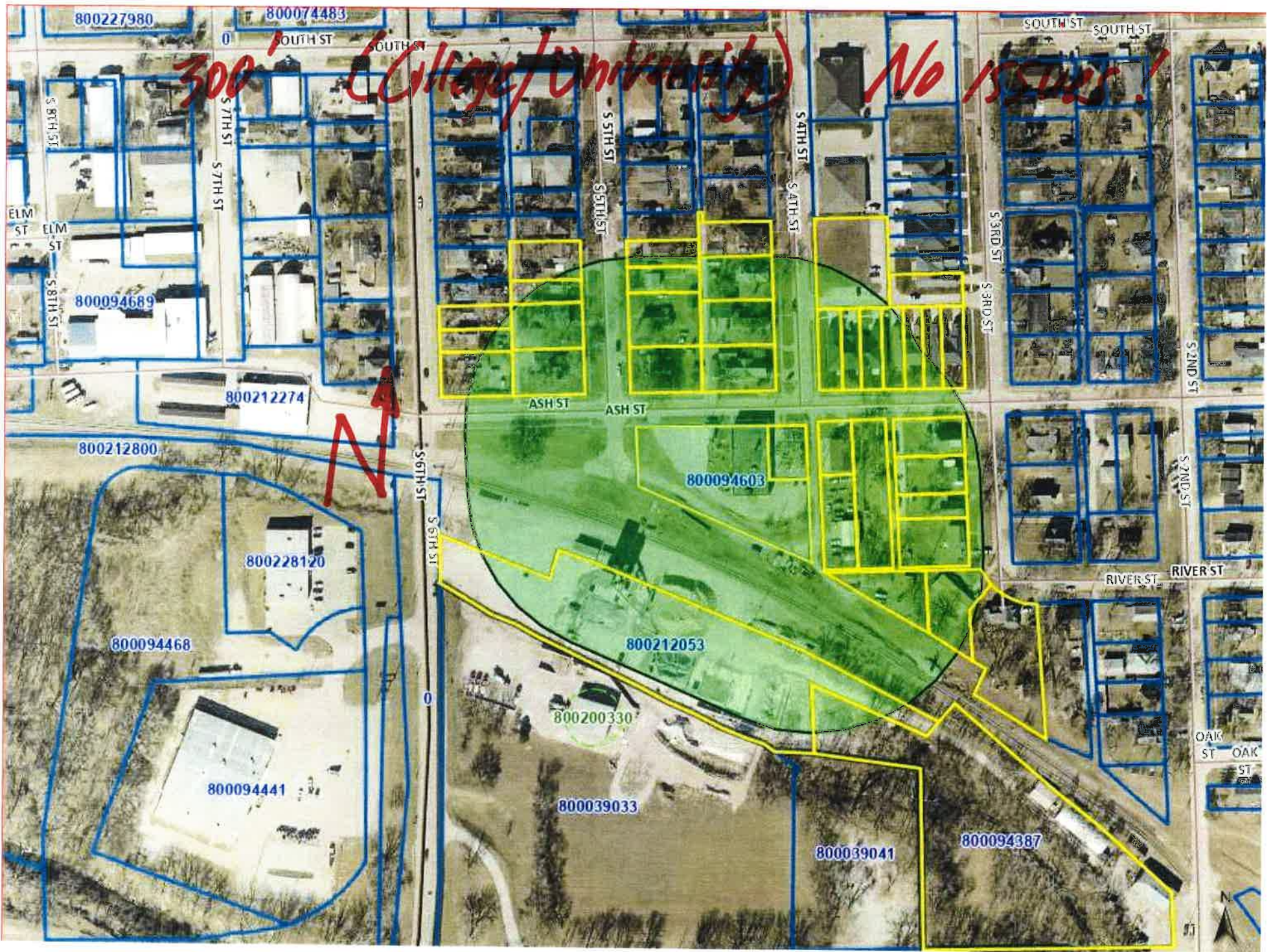
Parcel ID	Owner	Property Address	Sec/Twp/Rng	Legal Description
800092090	SMITH/MARK A & BRENDA S	333 ASH ST		SEWARD SOUTH SEWARD ADDITION BLOCK 5 LOT B ADMIN REPLAT OF LOTS 2,3,6,7,10,11
800094492	MOBLEY/PAUL J & GERI L	433 S 4TH ST	21/11/3	SEWARD 21-11-3 SW 1/4 SW 1/4 N 80' LOT 2 .23 AC
800094506	PEKAREK/SCOTT D & SHEILA R	453 S 4TH ST	21/11/3	SEWARD 21-11-3 SW 1/4 SW 1/4 S 77.9' LOT 2 .227 AC
800094514	UNDERWOOD/JOHN A	436 S 5TH ST	21/11/3	SEWARD 21-11-3 SW 1/4 SW 1/4 N 80' LOT 3 & S 15' LOT 4 .227 AC
800094522	KELLEY/TYLER & JENARAE	456 S 5TH ST	21/11/3	SEWARD 21-11-3 SW 1/4 SW 1/4 S 77.9' LOT 3 .227 AC
800094573	REO ENTERPRISES LLC	455 S 5TH ST	21/11/3	SEWARD 21-11-3 SW 1/4 SW 1/4 S 1/2 LOT 6 .23 AC
800094603	HAPPS PLACE LLC	413 ASH ST	21/11/3	SEWARD CORNERSTONE ADDITION LOT 1
800107128	PEKAREK/SCOTT & SHEILA	576 S 4TH ST		SEWARD TUREK SUBDIVISION LOT 3
800108108	RICHARDS/ROGER W	behind S. of 321 ASH		SEWARD FRISBIE ADDITION LOT 1B
800212053	LYMAN-RICHEY CORPORATION			SEWARD 21-11-3 TR IN SW 1/4 SW 1/4 S OF RR ROW 2.34 AC
800221419	CITY OF SEWARD NEBRASKA/THE			SEWARD CORNERSTONE ADDITION LOT 2
800226585	FRISBIE/DANIEL B & MARY E	321 ASH ST		SEWARD FRISBIE ADDITION LOT 1A
800228700	KOLL/CATHY	340 ADDIE LANE		Seward CNG 1st Addition Lot 15
800228705	CARLSON/PATRICIA R	348 ADDIE LANE		SEWARD CNG 1ST ADDITION LOT 16

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[Contact Us](#)

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 GEOSPATIAL



300' (College/University) No Issues!



Seward County, NE

Parcel Results

38 Results

[Click to Show Property Photos](#)

Parcel ID ↕	Owner ↕	Property Address ↕	Sec/Twp/Rng ↕	Legal Description ↕
800092082	KRAFKA/JOHN C	505 S 3RD ST		SEWARD SOUTH SEWARD ADDITION BLOCK 5 LOT 1 & N 1/2 LOT 4
800092090	SMITH/MARK A & BRENDA S	333 ASH ST		SEWARD SOUTH SEWARD ADDITION BLOCK 5 LOT B ADMIN REPLAT OF LOTS 2,3,6,7,10,11
800092104	BURROWS/PAMELA M	521 S 3RD ST		SEWARD SOUTH SEWARD ADDITION BLOCK 5 S 1/2 LOT 4 & ALL LOT 5
800092112	FILBERT/LISA J	531 S 3RD ST		SEWARD SOUTH SEWARD ADDITION BLOCK 5 LOT 8
800092120	PEKAREK/SCOTT D & SHEILA R	539 S 3RD ST		SEWARD SOUTH SEWARD ADDITION BLOCK 5 LOTS 9 & 12
800094379	PROTHMAN/PATRICK A & BARB	603 S 3RD ST		SEWARD TUREK SUBDIVISION LOT 1
800094387	ED SCHULZ LLC	741 S 2ND ST		SEWARD 21-11-3 SE 1/4 SW 1/4 T1S 95, 263 & 264 3.77 AC
800094476	PETERS/RANDY L	403 S 4TH ST	21/11/3	SEWARD 21-11-3 SW 1/4 SW 1/4 N 1/2 LOT 1.23 AC
800094484	RUZICKA/JOSEPH & KATHLEEN M	417 S 4TH ST	21/11/3	SEWARD 21-11-3 SW 1/4 SW 1/4 S 1/2 LOT 1.23 AC
800094492	MOBLEY/PAUL J & GERI L	433 S 4TH ST	21/11/3	SEWARD 21-11-3 SW 1/4 SW 1/4 N 80' LOT 2.23 AC
800094506	PEKAREK/SCOTT D & SHEILA R	453 S 4TH ST	21/11/3	SEWARD 21-11-3 SW 1/4 SW 1/4 S 77.9' LOT 2.227 AC
800094514	UNDERWOOD/JOHN A	436 S 5TH ST	21/11/3	SEWARD 21-11-3 SW 1/4 SW 1/4 N 80' LOT 3 & S 15' LOT 4.227 AC
800094522	KELLEY/TYLER & JENARAE	456 S 5TH ST	21/11/3	SEWARD 21-11-3 SW 1/4 SW 1/4 S 77.9' LOT 3.227 AC
800094549	MIERS/CRAIG ALAN	426 S 5TH ST	22/11/3	SEWARD 21-11-3 SW 1/4 SW 1/4 N 49.9' OF S 64.9' LOT 4.131 AC
800094557	PEERY HOUSING LLC	416 S 5TH ST	21/11/3	SEWARD 21-11-3 SW 1/4 SW 1/4 S 47' OF N 93' LOT 4.137 AC
800094565	PRISTINE RENTALS LLC	433 S 5TH ST	21/11/3	SEWARD 21-11-3 SW 1/4 SW 1/4 N 1/2 LOT 6.23 AC
800094573	REO ENTERPRISES LLC	455 S 5TH ST	21/11/3	SEWARD 21-11-3 SW 1/4 SW 1/4 S 1/2 LOT 6.23 AC
800094581	PEKAREK/SCOTT D & SHEILA R	450 S 6TH ST	21/11/3	SEWARD 21-11-3 SW 1/4 SW 1/4 S 1/2 LOT 7--TL 47.23 AC
800094603	HAPPS PLACE LLC	413 ASH ST	21/11/3	SEWARD CORNERSTONE ADDITION LOT 1
800094662	COBB/DENZIL L & KRISTINA J	423 S 5TH ST	21/11/3	SEWARD 21-11-3 SW 1/4 SW 1/4 S 33.9' TL 73 & N 37' TL 74.207 AC
800094670	COBB/DENZIL L & KRISTINA J	427 S 5TH ST	21/11/3	SEWARD 21-11-3 SW 1/4 SW 1/4 S 42' TL 74.122 AC
800094719	HOWELL/KEVIN C & TRACY R	440 S 6TH ST	21/11/3	SEWARD 21-11-3 SW 1/4 SW 1/4 TL 131.122 AC
800094727	PETERSEN/KYLE (& JENNIFER TYRRELL	432 S 6TH ST	21/11/3	SEWARD 21-11-3 SW 1/4 SW 1/4 TL 132.108 AC
800107101	LUEHRS/GERALD R & JUDITH A	579 S 3RD ST		SEWARD TUREK SUBDIVISION LOT 2
800107128	PEKAREK/SCOTT & SHEILA	576 S 4TH ST		SEWARD TUREK SUBDIVISION LOT 3
800108108	RICHARDS/ROGER W	behind S. of 321 ASH		SEWARD FRISBIE ADDITION LOT 1B
800212053	LYMAN-RICHEY CORPORATION			SEWARD 21-11-3 TR IN SW 1/4 SW 1/4 S OF RR ROW 2.34 AC
800221419	CITY OF SEWARD NEBRASKA/THE			SEWARD CORNERSTONE ADDITION LOT 2
800226585	FRISBIE/DANIEL B & MARY E	321 ASH ST		SEWARD FRISBIE ADDITION LOT 1A
800228670	VOGT/MARILYN J	439 S 3RD ST		SEWARD CNG 1ST ADDITION LOT 9
800228675	MEESE/DARRELL D & DENA M(TRUSTEES	304 ADDIE LANE		SEWARD CNG 1ST ADDITION LOT 10
800228680	LOOS/JEAN M	308 ADDIE LANE		SEWARD CNG 1ST ADDITION LOT 11
800228685	LAVELLE/TODD A & MILINDA K	312 ADDIE LANE		SEWARD CNG 1ST ADDITION LOT 12
800228690	MEYER/JOSEPH J & LISA	324 ADDIE LANE		SEWARD CNG 1ST ADDITION LOT 13
800228695	FICKE/ROBERT G & NORA T(TRUSTEES	336 ADDIE LANE		Seward CNG 1st Addition Lot 14
800228700	KOLL/CATHY	340 ADDIE LANE		Seward CNG 1st Addition Lot 15
800228705	CARLSON/PATRICIA R	348 ADDIE LANE		SEWARD CNG 1ST ADDITION LOT 16
800228710	CNG REDEVELOPMENT LLC	412 S 4TH ST		SEWARD CNG 1ST ADDITION LOT 17

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Developed by
 **SCHNEIDER**
HOSPITAL



City of Seward
Police Department
Chief Brian W. Peters

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

November 25, 2024

Derek Bargmann
City Clerk
City of Seward, Nebraska

RE: Liquor License Application – The Depot (413 Ash St.)

Derek,

There are no pertinent negative contacts on record with the Seward Police Department for Alicia Happ, the owner/operator of The Depot.

Feel free to contact me if you have any questions.

Regards,

Brian W. Peters
Chief of Police

RESOLUTION NO. 2024-38

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

WHEREAS, Notice of Application for a Class I Liquor License for 817, LLC, dba The Depot, 413 Ash Street, Seward, Nebraska was published in the Seward County Independent on December 4 & 11, 2024; and,

WHEREAS, a public hearing was held before the Mayor and Council of the City of Seward on December 17, 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 I Liquor License for 817, LLC, dba The Depot, 413 Ash Street, Seward, Nebraska be approved.

The Mayor declared the resolution adopted.

Dated: December 17, 2024

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

(SEAL)

- B. Consideration of a Request to Recommend Alicia Happ as Manager of Class I Liquor License for 817 LLC dba The Depot
- 2. Public Hearing - 7:00 PM - Consideration of an Application for Special Use Permit to Allow for a Hair Salon Business at 455 Graham Park Drive, Zoned 'R-4 - Urban Residential Multifamily District (High Density)' - City Administrator Butcher



Application for Special Use Permit

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

Instructions:

- 1. Fill out the application form completely. Use additional sheets if needed.
- 2. Filing Fee is \$200. Notification Fee is \$100. Amount Due is \$300 payable to the City of Seward.
- 3. Contact the City of Seward Building & Zoning Director for questions.
- 4. Submit a list of property owners within 300 feet, prepared by a certified abstractor.

Permit No. _____

Date : 10-15-2024

Applicants Name : Roger Grunke, ~~Business~~ Densting

Applicants Address: 455 Graham Park

Phone Number: 402-643-5902

Email: nebrnana71@gmail.com

Present use of Property: Residential

Requested use of Property : Residential w/ hair salon

Present Zoning: R-4

Legal Description: Lot 9, Block 2 Heartland Park Estates 2nd Add PUD

Provisions of the Zoning Regulations you are seeking for this permit:

410-31.10-B.1 Home Based Business Conditional Use Permit

Number of Years for Permit (5 yrs, 10 yrs, etc): until the sale of the home

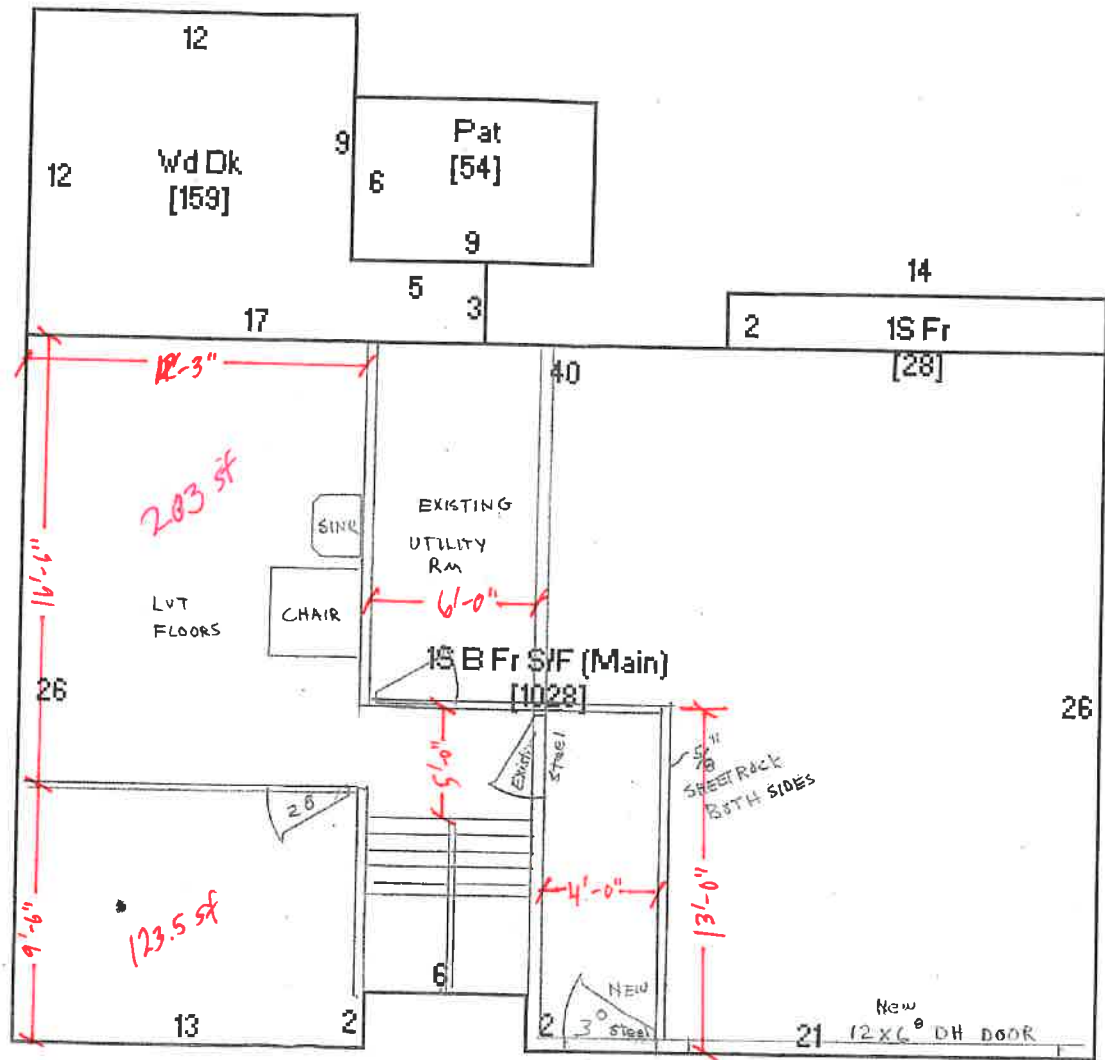
Explain in detail what you propose to do: Hair Salon will be in the lower level of the split level

Adjoining Property Use: North: Residential - Single Family South: Residential - Retirement

West: Residential - Single Family East: Residential - Single Family

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

Applicant Signature: Roger A. Grunke



etch by www.dsmavision.com

203 sf
+ 30 sf
+ 52 sf

285 total sf
salon use

1179.5 total living sf
x 25% = 295 available
for salon

§ 410-31.10. Accessory uses.

A. Home-based businesses; home occupations. Home-based businesses and home occupations are permitted as an accessory use in residential units and must register and obtain a permit from the office of the Building Inspector on an annual basis, subject to the following conditions:

(1) External effects.

(a) No noise, odors, bright lights, electronic interference, storage or other external effects attributable to the home occupation shall be noticeable from any adjacent property or public right-of-way.
None

(b) The home occupation shall be carried on entirely within the principal residential structure, or within an accessory structure that does not exceed 480 square feet in area or 15 feet in height.
285 square feet for salon use.

(c) Mechanical or electrical equipment supporting the home occupation shall be limited to that which is self-contained within the structure and normally used for office, domestic or household purposes.
Using existing building utility equipment.

(d) No outdoor storage of materials or equipment used in the home occupation shall be permitted, other than motor vehicles used by the owner to conduct the occupation. Parking or storage of heavy commercial vehicles to conduct the home occupation is prohibited.
None planned.

(e) No home occupation shall discharge into any sewer, drainageway, or the ground any material which is radioactive, poisonous, detrimental to normal sewer plant operation, or corrosive to sewer pipes and installations.
None

(2) Employees. The home occupation shall employ no more than one full-time or part-time employee on site other than the residents of the dwelling unit, provided that one off-street parking space is made available for the use of that nonresident employee.¹
Homeowner will be the only employee, but off street parking is available.

(3) Extent of use. For all residential and agricultural zoning districts, the smaller of 25% of the floor area of the dwelling or 480 square feet may be devoted to the home occupation, inclusive of any detached accessory buildings used for the home occupation.
285 square footage will be used, 295 square feet max is available as 25% of total floor area.

(4) Signage. Each home-based business shall be permitted to have one nonilluminated wall sign not to exceed six square feet in area.

(5) Traffic generation and parking.

(a) Home-based businesses may generate no more than 10 vehicle trips per day, corresponding to the amount of traffic normally generated by a dwelling unit.

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

- (b) Deliveries or service by commercial vehicles or trucks rated at 10 tons' gross empty weight is prohibited for any home-based business located on a local street.
 - (c) Parking needs generated by a home-based business shall be satisfied with off-street parking. No more than one vehicle used in connection with any home occupation shall be parked on the property. Such parking shall not be located in a required front yard. No more than two on-street parking spaces shall be used by the home occupation at any one time.
- (6) Prohibited home-based businesses or home occupations. The following activities are prohibited as home-based businesses, even if they meet the other requirements set forth in this section: **[Amended 1-19-2005 by Ord. No. 9-05]**
- (a) Animal hospitals.
 - (b) General retail sales.
 - (c) Restaurants.
 - (d) Repair shops or service establishments that service major electrical appliance repair, motorized vehicles repair, small engines, and related items.
 - (e) Stables or kennels.
 - (f) Welding, vehicle body repair, or rebuilding or dismantling of vehicles.

B. Permitted accessory uses: residential use types.

- (1) Conditional use permit: **[Added 1-19-2005 by Ord. No. 9-05²]**
- (a) Barber and beauty shops (see § 410-44.3.)
- (2) Residential uses may include the following accessory uses, activities, and structures on the same lot:
- (a) Private garages and parking for the residency use.
 - (b) Recreational activities and uses by residents.
 - (c) Home occupations, subject to the provisions of this chapter.
 - (d) Noncommercial convenience services for the primary use of residents of multifamily uses or mobile home parks, including laundromats, clubhouses, and post offices.
 - (e) Garage sales, provided that the frequency of such sales at any one location is limited to one sale of no more than three days' duration in a month, and three sales during any twelve-month period.

C. Permitted accessory uses: civic use types. Guidance services and health care use types are permitted in the I-1 Limited Industrial Zoning Districts only as accessory uses to a primary

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

industrial use.

- D. Permitted accessory uses: other use types. Other use types may include the following accessory uses, activities, and structures on the same lot:
- (1) Parking for the principal use.
 - (2) Manufacturing or fabrication of products made for sale in a principal commercial use, provided such manufacturing is totally contained within the structure housing the principal use.
 - (3) Services operated for the sole benefit of employees of the principal use.
- E. Permitted accessory uses: agricultural use types.
- (1) Garden centers and roadside stands, subject to the regulations set forth in § 410-31.2.
 - (2) Other uses and activities necessarily and customarily associated with the purpose and functions of agricultural uses.
 - (3) Buildings that directly serve and are required for the conduct of crop and animal production are exempt from requirements for building permits and inspections. Structures that house other uses are subject to the requirements of this chapter, even if located on property zoned or primarily zoned or used for agricultural purposes.

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

Staff Report

Tim Dworak, Building/Zoning &
Code Enforcement Director

402-643-2928 opt 3 opt 1

APPLICATION TYPE

Special Use permit

FINAL ACTION?

DEVELOPER/OWNER

Roger and Destiny Grunke

PC HEARING DATE

December 9, 2024

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT/USE

455 Graham Park, R-4, High Density Residential

ADJACENT ZONING DISTRICTS/USE:

North, R-4, Residential – Seward County Housing Corporation

East, R-4, Residential – Cyle & Cheyanne Erks

South, R-4, Residential – Kinship Pointe Seward

West, R-4, Residential – Brittini Propst

BRIEF SUMMARY OF REQUEST

Seeking a conditional use permit to conduct a hair salon business in a residential neighborhood.



APPLICATION CONTACT

Roger Grunke, 402-643-5902

455 Graham Park, Seward, NE 68434

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

Use type matches the comprehensive plan.

ANALYSIS

The applicant is seeking a conditional use permit to allow for a hair salon in residential zoning. The property is located within the R-4 Urban Residential Multifamily District (High Density) and requires that some uses obtain a conditional use permit.

The applicant has provided a building floor plan that shows the 285 square foot area to be utilized for the salon business. The homeowner will be the only employee and has stated there will only be one (1) chair servicing the business.

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

APPROXIMATE LAND AREA:

0.14 acres or 6120 square feet +/-

LEGAL DESCRIPTION:

SEWARD HEARTLAND PARK ESTATES 2ND ADDITION PUD BLK 2 LOT 9

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director

CONDITIONS OF APPROVAL – SPECIAL USE PERMIT # CU24-01

As provided by the City of Seward Unified Land Development Ordinance, Article 44 Administrative Procedures and Penalties, section 410-44.3 Conditional Use Permits, this approval permits the USE OF BARBER AND BEAUTY SHOPS IN RESIDENTIAL R-4 ZONING

SITE SPECIFIC CONDITIONS:

- 1.
- 2.

STANDARD CONDITIONS:

1. The Conditional Use Permit runs with the business owner and is void once the business owner is no longer the property owner.

Return To:
City of Seward
PO Box 38
Seward, NE 68434

Notice of Special Use Permit

This Notice shall hereby certify that City of Seward approved Conditional Use Permit CU24-01 on December 9, 2024, granting Roger Grunke a Special Use Permit for a hair salon in R4 – Residential District at the property legally described as:

Lot 9, Block 2, Heartland Park Estates 2nd Addition PUD, Seward, Seward County, Nebraska.

(Commonly known as 455 Graham Park Dr.)

with the following conditions:

1. None

Said special use permit shall run with the owner and is void once the owner is no longer the property owner.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this ____ day of _____, 2024

Joshua Eickmeier, Mayor City of Seward

STATE OF NEBRASKA

SS

COUNTY OF SEWARD

The foregoing instrument was acknowledged before me on the ____ day of _____, 2024, by Joshua Eickmeier, Mayor of the City of Seward.

Notary Seal:

Notary Public

3. Public Hearing - 7:00 PM - Consideration of an Ordinance Re-Zoning Property Identified as SRB Dairy Development Addition from 'AG - Agricultural District' to 'C-2 - Highway Commercial District' - City Administrator Butcher



Request for Amendment to the Unified Land Development Ordinance

Date: _____ Application Fee: \$200 + Notification Fee: \$100 + Filing Fee: _____ = Amount Due: \$300

Applicant: SRB INVESTMENTS Address: 2484 McKelvie Road Seward NE

Phone: 402-616-6871 Email: Cindy.federman@outlook.com

I wish to Build Alter Buildings/ Structures Change the Use of Land or Structures Premise Address: 2484 McKelvie Rd

Legal Description: SW 1/4 Section 23-11-3E

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

Change in zoning of the subject property from its present classification: AG
To the following proposed zoning classification: C-2

Amend the text or district regulations as follows: _____

To permit the following improvement or use: _____

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

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

Applicate Signature: Cindy Sib Federman



City of Seward Planning Commission
Minor Subdivision Application

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

Date: 10/11/2 Application Fee: \$ 100 + Notification Fee: \$ 100 + Filing Fee: \$ 28 = Amount Due: \$ 228

Owner/Developer: SRB Investments Name of Subdivision: SRB Dairy Development Addition
 Phone Number: (402) 616-6871 Number of Lots: 1
 Email Address: cindy.tederman@outlook.com Present Zoning: AG Requested Zoning: C2
 Legal Description: part of the SW 1/4 of Section 23-11-3 East of the 6th P.M.

Within City Limits:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Adjacent to City Limits:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Within 2 Mile Area:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Annexation Requested:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Restrictive Covenants: (Copy Attached)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Project Engineer: Denny Simonds Signature of Owner/Developer: Cindy Tederman
 for SRB INVESTMENTS

Office Use Only
Plat Review

Staff Review

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

Agency Review

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

Date of Action

City Planning Commission: _____
 Zoning Administrator: _____

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

Staff Report

Tim Dworak, Building/Zoning &
Code Enforcement Director

402-643-2928 opt 3 opt 1

<u>APPLICATION TYPE</u>	<u>FINAL ACTION?</u>	<u>DEVELOPER/OWNER</u>
Rezone Application		SRB Investments

<u>PC HEARING DATE</u>	<u>RELATED APPLICATIONS</u>	<u>PROPERTY ADDRESS, ZONING DISTRICT/USE</u>
December 9, 2024	Minor Subdivision and Special Use Permit	2484 McKelvie Rd, AG, Agricultural

ADJACENT ZONING DISTRICTS/USE:

North, AG, Agriculture – Jones Farms Inc

East, AG, Agriculture – Joseph & Marilyn Srb

South, AG, Agriculture – Leonard & Karen Bashford

West, AG, Agriculture – Jones Farms

BRIEF SUMMARY OF REQUEST:

A Rezone application to change the current zoning from AG (Agriculture) to C-2 (Highway Commercial District) to allow an Assembly Use to operate at this location.



APPLICATION CONTACT

Cindy Tederman, 402-616-6871

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

Use type matches the comprehensive plan.

ANALYSIS

The applicant is requesting a rezone from AG Agricultural District to C-2 Highway Commercial District for the purpose of operating an assembly venue, which is not permitted in AG zoning. A minor subdivision plat is separating a parcel of land into a commercial lot from agricultural land.

The lot has an existing residence which requires a conditional use permit to continue existing residential use and remain in a commercial district. The property is surrounded by a combination of acreages and agricultural lots and C-2 commercial lots to the east. The parcel meets zoning requirements of highway commercial and R-4 residential. The re-zone is in combination with a minor subdivision plat and special use permit request to continue a residential use in C-2.

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

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

APPROXIMATE LAND AREA:

3.20 acres or 139,392 square feet +/-

LEGAL DESCRIPTION:

"SRB DAIRY DEVELOPMENT ADDITION", A PART OF SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6th P.M., SEWARD COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE IN A NORTHERLY DIRECTION ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 AND ON AN ASSUMED OF N01°53'21"W, FOR A DISTANCE OF 65.40' TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MCKELVIE ROAD; THENCE S88°47'49"W ON THE NORTHERLY RIGHT-OF-WAY LINE OF MCKELVIE ROAD, FOR A DISTANCE OF 1359.18' TO THE **POINT OF BEGINNING**; THENCE S88°22'29"W ON THE NORTHERLY RIGHT-OF-WAY LINE OF MCKELVIE ROAD, FOR A DISTANCE OF 283.60'; THENCE N00°56'02"W, FOR A DISTANCE OF 330.37'; THENCE N87°43'07"E, FOR A DISTANCE OF 28.02'; THENCE N02°16'53"W, FOR A DISTANCE OF 293.39'; THENCE N87°12'05"E, FOR A DISTANCE OF 113.83'; THENCE S02°16'53"E, FOR A DISTANCE OF 203.19'; THENCE S22°34'54"E, FOR A DISTANCE OF 128.70'; THENCE S88°43'25"E, FOR A DISTANCE OF 89.43'; THENCE ON A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 140.35', A RADIUS OF 140.00', A DELTA ANGLE OF 57°26'20", A CHORD BEARING OF S27°37'24"E, FOR A CHORD LENGTH OF 134.55'; THENCE S01°05'46"W, FOR A DISTANCE OF 131.70'; THENCE S06°20'30"E, FOR A DISTANCE OF 46.55' TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MCKELVIE ROAD; THENCE S88°47'49"W ON THE NORTHERLY RIGHT-OF-WAY LINE OF MCKELVIE ROAD, FOR A DISTANCE OF 53.08' TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 3.20 ACRES, MORE OR LESS.

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director

ORDINANCE NO. 2024-26

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 C-2 HIGHWAY COMMERCIAL DISTRICT; SPECIFICALLY, TRACTS OF LAND NORTH OF MCKELVIE RD AND EAST 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.

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

Section 1. PROPERTY REZONED. The following described property located within the Two-Mile Extra Territorial Jurisdiction of the City of Seward, Nebraska is hereby rezoned from "AG Agricultural District", to "C-2 Highway Commercial District."

A PART OF SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6th P.M., SEWARD COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE IN A NORTHERLY DIRECTION ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 AND ON AN ASSUMED OF N01°53'21"W, FOR A DISTANCE OF 65.40' TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MCKELVIE ROAD; THENCE S88°47'49"W ON THE NORTHERLY RIGHT-OF-WAY LINE OF MCKELVIE ROAD, FOR A DISTANCE OF 1359.18' TO THE POINT OF BEGINNING; THENCE S88°22'29"W ON THE NORTHERLY RIGHT-OF-WAY LINE OF MCKELVIE ROAD, FOR A DISTANCE OF 283.60'; THENCE N00°56'02"W, FOR A DISTANCE OF 330.37'; THENCE N87°43'07"E, FOR A DISTANCE OF 28.02'; THENCE N02°16'53"W, FOR A DISTANCE OF 293.39'; THENCE N87°12'05"E, FOR A DISTANCE OF 113.83'; THENCE S02°16'53"E, FOR A DISTANCE OF 203.19'; THENCE S22°34'54"E, FOR A DISTANCE OF 128.70'; THENCE S88°43'25"E, FOR A DISTANCE OF 89.43'; THENCE ON A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 140.35', A RADIUS OF 140.00', A DELTA ANGLE OF 57°26'20", A CHORD BEARING OF S27°37'24"E, FOR A CHORD LENGTH OF 134.55'; THENCE S01°05'46"W, FOR A DISTANCE OF 131.70'; THENCE S06°20'30"E, FOR A DISTANCE OF 46.55' TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MCKELVIE ROAD; THENCE S88°47'49"W ON THE NORTHERLY RIGHT-OF-WAY LINE OF MCKELVIE ROAD, FOR A DISTANCE OF 53.08' TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 3.20 ACRES, MORE OR LESS.
ALSO KNOWN AS SRB DAIRY DEVELOPMENT ADDITION.

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

Section 3. ZONING MAP AMENDED. The official map of the City of Seward, Nebraska is amended, and it is ordered that the above described land shall now be shown as "C-2 Highway Commercial District."

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

Passed and approved this _____ day of _____, 2024.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

4. Public Hearing - 7:00 PM - Consideration of an Application for Special Use Permit to Allow for Residential Living at 2484 McKelvie Road, If Re-Zoned as 'C-2 Highway Commercial District' - City Administrator Butcher



Application for Special Use Permit

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

Instructions:

1. Fill out the application form completely. Use additional sheets if needed.
2. Filing Fee is \$200. Notification Fee is \$100. Amount Due is \$300 payable to the City of Seward.
3. Contact the City of Seward Building & Zoning Director for questions.
4. Submit a list of property owners within 300 feet, prepared by a certified abstractor.

Permit No. _____

Date : 11-8-2024

Applicants Name : SRB Investments

Applicants Address: 2484 McKelvie Road Seward NE 68434

Phone Number: 4026166871

Email: cindy.tederman@outlook.com

Present use of Property: Old Dairy, Farmland

Requested use of Property : Single Family Residential within C-2 zoning

Present Zoning: C-2

Legal Description: pt SW1/4 of Section 23-11-3

Provisions of the Zoning Regulations you are seeking for this permit:

We would like to rent out the house until the commercial property supports a different use.

Number of Years for Permit (5 yrs, 10 yrs, etc): 5-10 years

Explain in detail what you propose to do: Have residential renters of the house on the property.

Adjoining Property Use: North: Event venue South: _____
West: _____ East: _____

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

Applicant Signature: Cindy Sub Tederman

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

Staff Report
Tim Dworak, Building/Zoning &
Code Enforcement Director

402-643-2928 opt 3 opt 1

<u>APPLICATION TYPE</u>	<u>FINAL ACTION?</u>	<u>DEVELOPER/OWNER</u>
Conditional Use Permit Application		SRB Investments

<u>PC HEARING DATE</u>	<u>RELATED APPLICATIONS</u>	<u>PROPERTY ADDRESS, ZONING DISTRICT/USE</u>
December 9, 2024	Major Subdivision and Re-zone	2484 McKelvie Rd, AG, Agricultural

ADJACENT ZONING DISTRICTS/USE:

- North, AG, Agriculture – Jones Farms Inc
- East, AG, Agriculture – Joseph & Marilyn Srb
- South, AG, Agriculture – Leonard & Karen Bashford
- West, AG, Agriculture – Jones Farms

BRIEF SUMMARY OF REQUEST

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



APPLICATION CONTACT

Cindy Tederman, 402-616-6871

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

Use type matches the comprehensive plan.

ANALYSIS

The applicant is requesting a rezone from AG Agricultural District to C-2 Highway Commercial District for the purpose of operating an assembly venue, which is not permitted in AG zoning. A minor subdivision plat is separating a parcel of land into a commercial lot from agricultural land.

The lot has an existing residence which requires a conditional use permit to continue existing residential use and remain in a commercial district. The property is surrounded by a combination of acreages and agricultural lots and C-2 commercial lots to the east. The parcel meets zoning requirements of highway commercial and R-4 residential. The re-zone is in combination with a minor subdivision plat and special use permit request to continue a residential use in C-2.

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

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

Considerations for the conditional use permit follow at the bottom of this report.

APPROXIMATE LAND AREA:

3.20 acres or 139,392 square feet +/-

LEGAL DESCRIPTION:

"SRB DAIRY DEVELOPMENT ADDITION", A PART OF SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6th P.M., SEWARD COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE IN A NORTHERLY DIRECTION ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 AND ON AN ASSUMED OF N01°53'21"W, FOR A DISTANCE OF 65.40' TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MCKELVIE ROAD; THENCE S88°47'49"W ON THE NORTHERLY RIGHT-OF-WAY LINE OF MCKELVIE ROAD, FOR A DISTANCE OF 1359.18' TO THE **POINT OF BEGINNING**; THENCE S88°22'29"W ON THE NORTHERLY RIGHT-OF-WAY LINE OF MCKELVIE ROAD, FOR A DISTANCE OF 283.60'; THENCE N00°56'02"W, FOR A DISTANCE OF 330.37'; THENCE N87°43'07"E, FOR A DISTANCE OF 28.02'; THENCE N02°16'53"W, FOR A DISTANCE OF 293.39'; THENCE N87°12'05"E, FOR A DISTANCE OF 113.83'; THENCE S02°16'53"E, FOR A DISTANCE OF 203.19'; THENCE S22°34'54"E, FOR A DISTANCE OF 128.70'; THENCE S88°43'25"E, FOR A DISTANCE OF 89.43'; THENCE ON A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 140.35', A RADIUS OF 140.00', A DELTA ANGLE OF 57°26'20", A CHORD BEARING OF S27°37'24"E, FOR A CHORD LENGTH OF 134.55'; THENCE S01°05'46"W, FOR A DISTANCE OF 131.70'; THENCE S06°20'30"E, FOR A DISTANCE OF 46.55' TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MCKELVIE ROAD; THENCE S88°47'49"W ON THE NORTHERLY RIGHT-OF-WAY LINE OF MCKELVIE ROAD, FOR A DISTANCE OF 53.08' TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 3.20 ACRES, MORE OR LESS.

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director

CONDITIONS OF APPROVAL – SPECIAL USE PERMIT # CU24-02

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

SITE SPECIFIC CONDITIONS:

1. The conditional use permit will run with the land.
- 2.

STANDARD CONDITIONS:

- 1.

Return To:
City of Seward
PO Box 38
Seward, NE 68434

Notice of Special Use Permit

This Notice shall hereby certify that City of Seward approved Conditional Use Permit CU24-02 on December 9, 2024, granting SRB Investments a Special Use Permit for residential living in C2 – Highway Commercial District at the property legally described as:

SRB Dairy Development Addition, a part of Southwest Quarter (SW1/4) of Section 23, Township 11 North, Range 3 East of the 6th P.M. Seward County, Nebraska

(Commonly known as 2484 McKelvie Rd)

with the following conditions:

1. Residential living use is allowed on the SRB Dairy Development Addition.

Said special use permit shall run with the land.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this ____ day of _____, 2024

Joshua Eickmeier, Mayor City of Seward

STATE OF NEBRASKA

SS

COUNTY OF SEWARD

The foregoing instrument was acknowledged before me on the ____ day of _____, 2024, by Joshua Eickmeier, Mayor of the City of Seward.

Notary Seal:

Notary Public

ADMINISTRATIVE ITEMS

1. Presentation on Shade Structure at Bandshell Site - Anita Foor, Seward Rotary Club

Option 9

A custom designed triangular shade sail is a more typical approach but could be designed to match colors and materials to Bandshell, and better preserve views to the stage. Poles could be more strategically placed to limit blocked views, and maximize shade. Fabric is recommended to be removed during winter months.

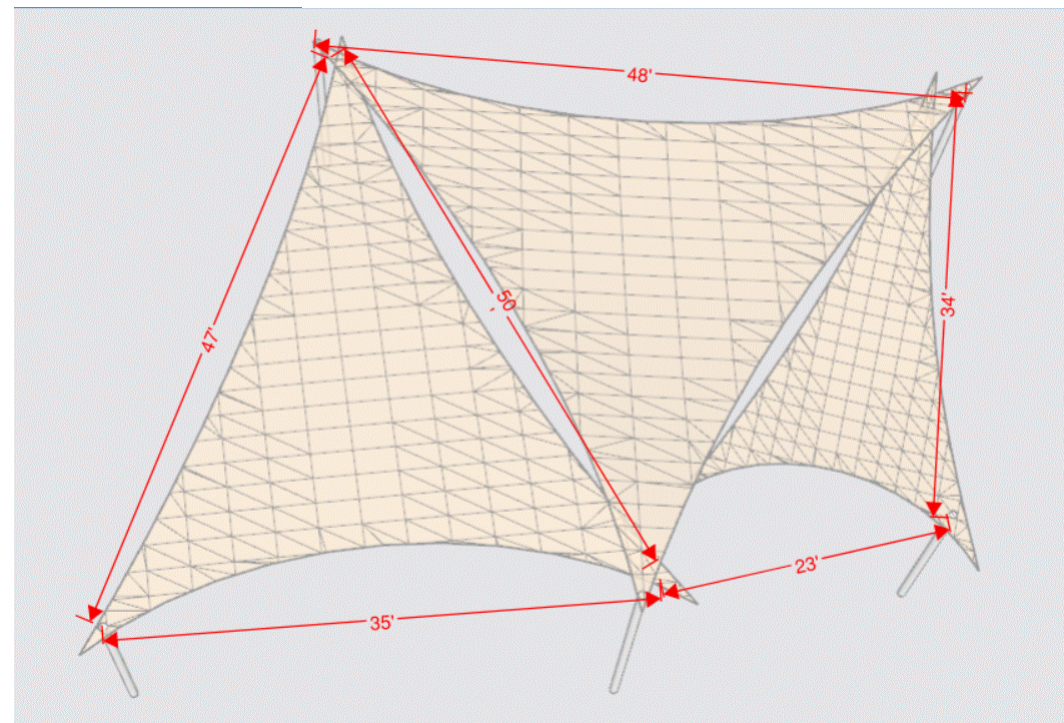


USA Shade 3-point sail
Up to 50' per side, but with standard fabric like to stick to 40' between columns. This keeps foundations less deep

\$107,831 estimate

Option 9 (USA Shade - Churchich Recreation)

				Estimate	\$107,831
Custom 3-Point Sail Shade Structure	1	EA	\$65,000	\$65,000	
Footings & Installation	1	LS	\$10,000	\$10,000	
Shade tree, 2 1/2" Cal, B&B, 12-14' Height Minimum	5	EA	\$975	\$4,875	
GCs, O&P, Mobilization, Contingency, Soft Costs (35%)					\$27,956



Option 9

A custom designed triangular shade sale is a more typical approach but could be designed to match colors and materials to Bandshell, and better preserve views to the stage. Poles could be more strategically placed to limit blocked views, and maximize shade. Fabric is recommended to be removed during winter months.





2. Discussion on Traffic Conditions Moving Forward on 2nd Street, from Hwy 34 to Pinewood Ave - City Administrator Butcher
3. Consideration of a Change Order (#4) with General Excavating for Utilities and Site Work at the 500,000-Gallon Water Tower in the Amount of \$22,144.11 - City Engineer Oneby

CHANGE ORDER



No. 4

Date of Issuance: December 11, 2024 Effective Date: December 11, 2024

Project: 500,000-Gallon Water Tower – Utilities and Site Work	Owner: City of Seward, Nebraska	Owner's Contract No.:
Contract: Base Bid – Unit Price	Date of Contract: April 19, 2023	
Contractor: General Excavating	Engineer's Project No.: 019-3180	

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

Description:

1. Hydrant and valve extension – ADD \$2,159.70
2. Additional earthwork related to line stop installation – ADD \$3,157.90
3. Additional earthwork related to alley, including tree stump removal – ADD \$16,826.51

Total Project Increase: \$22,144.11


Attachments: General Excavating change order documentation

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>696,785.00</u>	Original Contract Times: Substantial Completion (days or date): <u>June 1, 2024</u> Final Completion (days or date): <u>August 1, 2024</u>
Increase from previously approved Change Order Nos. <u>01-03</u> : \$ <u>190,305.58</u>	Increase from previously approved Change Order Nos. <u>01-03</u> : Substantial Completion (days or date): <u>441</u> Final Completion (days or date): <u>394</u>
Contract Price prior to this Change Order: \$ <u>887,090.58</u>	Contract Times prior to this Change Order: Substantial Completion (days or date): <u>August 15, 2025</u> Final Completion (days or date): <u>August 29, 2025</u>
Increase of this Change Order: \$ <u>22,144.11</u>	Increase of this Change Order: Substantial Completion (days or date): <u>0</u> Final Completion (days or date): <u>0</u>
Contract Price incorporating this Change Order: \$ <u>909,234.69</u>	Contract Times with all approved Change Orders: Substantial Completion (days or date): <u>August 15, 2025</u> Final Completion (days or date): <u>August 29, 2025</u>

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: 
Engineer (Authorized Signature)
Title: Project Engineer
Date: December 11, 2024

By: _____
Owner (Authorized Signature)
Title: _____
Date: _____

By: _____
Contractor (Authorized Signature)
Title: _____
Date: _____

cc: City of Seward, General Excavating.
F:\2019\3001-3500\019-3180\60-Construction\02-Change Management\Change Orders\GE - site utilities\Change Order 04\Seward Water Tower (GE) - CO#4.docx



Contract Cost Adjustment Estimate

Contract: Seward Water Tower
 Date: 12/4/2024
 General Excavating project # _____
 Unit Price Estimate _____ Estimated Units: _____
 Lump Sum Estimate _____
 Time Extension Requested _____

Description: Hydrand and Valve Box Extension

Totals	
Material Cost	\$ 1,350.00
Labor Cost	\$ 528.00
Equipment Cost	\$ -
Subcontractor Cost	\$ -
Other Cost	\$ -
Indirect Cost	\$ -
Sub Total	\$ 1,878.00
Bond Cost (0%)	\$ -
Insurance Cost (.0%)	\$ -
Markup (15%)	\$ 281.70
Total Cost Adjustment	\$ 2,159.70

Unit Price detail	
# of Units	0
Total Cost	\$ 2,159.70

Unit Price	#DIV/0!
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Contract Cost Adjustment Estimate

Contract: Seward Water Tower
 Date 9/3/2024
 General Excavating project # 23-04-056

Unit Price Estimate _____ Estimated Units: _____
 Lump Sum Estimate x _____

Time Extension Requested _____

Description: Line Stop at 8th and Jackson

Totals	
Material Cost	\$ -
Labor Cost	\$ 1,320.00
Equipment Cost	\$ 1,426.00
Subcontractor Cost	\$ -
Other Cost	\$ -
Indirect Cost	\$ -
Sub Total	\$ 2,746.00
Bond Cost (0%)	\$ -
Insurance Cost (.0%)	\$ -
Markup (15%)	\$ 411.90
Total Cost Adjustment	\$ 3,157.90

Unit Price detail	
# of Units	0
Total Cost	\$ 3,157.90

Unit Price	#DIV/0!
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Contract Cost Adjustment Estimate

Contract: Seward Water Tower
 Date: 12/4/2024
 General Excavating project #: 23-04-056

Unit Price Estimate _____ Estimated Units: _____
 Lump Sum Estimate X _____

Time Extension Requested _____

Description: Extra work added to ally: Grading, shoulder, removals, and stump removal

Jamico Change Orders 7, 8, 9

Totals		
Material Cost	\$	1,445.00
Labor Cost	\$	2,508.00
Equipment Cost	\$	1,400.00
Subcontractor Cost	\$	9,278.75
Other Cost	\$	-
Indirect Cost	\$	-
Sub Total	\$	14,631.75
Bond Cost (0%)	\$	-
Insurance Cost (.0%)	\$	-
Markup (15%)	\$	2,194.76
Total Cost Adjustment	\$	16,826.51

Unit Price detail	
# of Units	0
Total Cost	\$ 16,826.51

Unit Price	#DIV/0!
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Change Order Proposal

JAMICO
P.O. BOX 118
WATERLOO, NE 68069
ATTN: REBECCA OBERLE
CC: TO CHANGE ORDER FILE

C.O.P #: Seward Water Tower
G. C. # General Excavating
Date: 11/21/2024
Date of Service: 11/6/2024

CONTRACT #:
Project #: 23-04-056

Project Name: Seward Water Tower

To: General Excavating
Attn: Robert O'Connor

From: Jamico Inc.
P.O. Box 118
Waterloo, NE 68069
Email: bjohnson@jamico.net, reba@jamico.net
Phone: (402) 210-9313

Phone: Fax:

We hereby propose to make the following changes:

City Engineer did Field Adjustments for sidewalks.

Labor: 30 hrs. x \$89/hr.= \$2,670

Equipment: Skidster-1 day x \$225/dy plus 15%= \$258.75

Material Hauling: N/A

Payment will be NET 45 Days. 9.99% Finance Charge will be applied after due date.

\$2,928.75

This price is good for 15 days. If conditions change, this price is void.
We are requesting a time extension of 0 days in conjunction with this change order proposal.

Austin Schindler-Estimator

Author

11/21/2024

Date

Accepted

The above prices and specifications of the Change Order request are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in the original contract unless otherwise specified. No retention to be withheld on all change orders.

Authorized Signature

Date of Acceptance

Change Order Proposal

JAMICO
P.O. BOX 118
WATERLOO, NE 68069
ATTN: REBECCA OBERLE
CC: TO CHANGE ORDER FILE

C.O.P #: Seward Water Tower
G. C. # General Excavating
Date: 11/21/2024
Date of Service: 11/15/2024

CONTRACT #:
Project #: 23-04-056

Project Name: Seward Water Tower

To: General Excavating
Attn: Robert O'Connor

From: Jamico Inc.
P.O. Box 118
Waterloo, NE 68069
Email: bjohnson@jamico.net, reba@jamico.net
Phone: (402) 210-9313

Phone: Fax:

We hereby propose to make the following changes:

Field Adjustments for layout of sidewalks and ADA pads were still be adjusted when we got onsite after it was confirmed it was ready for us .

Labor: 50 hrs. x \$89/hr.= \$4,450

Equipment: N/A

Material Hauling: N/A

Payment will be NET 45 Days. 9.99% Finance Charge will be applied after due date.

\$4,450.00

This price is good for 15 days. If conditions change, this price is void.
We are requesting a time extension of 0 days in conjunction with this change order proposal.

Austin Schindler-Estimator

Author

11/21/2024

Date

Accepted

The above prices and specifications of the Change Order request are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in the original contract unless otherwise specified. No retention to be withheld on all change orders.

Authorized Signature

Date of Acceptance

Change Order Proposal

JAMICO
P.O. BOX 118
WATERLOO, NE 68069
ATTN: REBECCA OBERLE
CC: TO CHANGE ORDER FILE

C.O.P #: Seward Water Tower
G. C. # General Excavating
Date: 11/21/2024
Date of Service: 11/20/2024

Project Name: Seward Water Tower

CONTRACT #:
Project #: 23-04-056

To: General Excavating
Attn: Robert O'Connor

From: Jamico Inc.
P.O. Box 118
Waterloo, NE 68069
Email: bjohnson@jamico.net, reba@jamico.net
Phone: (402) 210-9313

Phone: Fax:

We hereby propose to make the following changes:

50 SF of Stamped Concrete

Payment will be NET 45 Days. 9.99% Finance Charge will be applied after due date.

\$1,250.00

This price is good for 15 days. If conditions change, this price is void.
We are requesting a time extension of 0 days in conjunction with this change order proposal.

Austin Schindler-Estimator

Author

11/21/2024

Date

Accepted

The above prices and specifications of the Change Order request are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in the original contract unless otherwise specified. No retention to be withheld on all change orders.

Authorized Signature

Date of Acceptance



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

Memo

To: Greg Butcher, City Administrator
From: Mike Oneby, P.E., City Engineer
cc: Derek Bargmann, City Clerk
Date: Dec 16, 2024
Re: 500,000-gal Water Tower – Utilities & Site Work – Change Orders Nos. 1, 2, 3 & 4

The contract with General Excavating for the 500,000-gallon Water Tower – Utilities and Site Work Project has incurred to date four change orders. Table 1 lists the change in contract price and change in contract times with each of the four change orders.

TABLE 1. Summary of Change Orders 1 - 4

Contract Item	Date	Contract Amount [\$]	Change in Amount [\$]	Final Completion Date	Additional Time [days]
Bid Amount	3/29/2023	696,785.00		8/1/2024	
Change Order No. 1	6/27/2024	696,785.00	0.00	11/18/2024	110
Change Order No. 2	6/27/2024	798,987.00	102,202.00	11/18/2024	0
Change Order No. 3	11/22/2024	887,090.58	88,103.58	8/29/2025	284
Change Order No. 4	12/11/2024	909,234.69	22,144.11	8/29/2025	0
		Total	212,449.69	Total	394

Change Order No. 1 is a no-cost change order that increases the number of calendar days before reaching the dates of Substantial and Final Completion. The basis for Change Order No. 2 is primarily the delay in construction of the 500,000-gal tank (a separate contract but an integral part of the overall project).

Change Order No. 2 totaling \$102,202.00 is for modified work and additional work required to execute the design, specifically related to the water main that serves the new water tower could not be built as designed. Table 2 (attached) provides details on twelve modified line items and fourteen additional line items necessary to implement the modifications.

Change Order No. 3 totaling \$86,103.58 is a compilation of eleven separate issues, each requiring individual decisions on how to proceed, with an individual range in cost from \$5,035.93 to \$14,463.71. An additional 284 days were added with Change Order 3 to enable site work to be completed after the tank had been completed. Table 3 (attached) provides details on each of the eleven items, including the basis for the additional work.

Change Order No. 4 totaling \$22,144.11 is a compilation of six separate issues, each requiring individual decisions on how to proceed, with an individual range in cost from \$747.50 to \$11,273.45. Table 4 (attached) provides details on each of the six items, including the basis for the additional work.

Not all work approved in the bid and Change Order 2 was, in the end, required. Table 5 is a list of eleven line items noting the approved quantity, the actual quantity installed, and the unused quantity with the associated cost of items not installed. The penultimate pay application from the Contractor will show a balance for unused work, currently expected to be \$45,288 less than the approved Contract Total. A final change order can rectify the total, showing a zero Balance to Finish, but this is a formality frequently skipped.

TABLE 2. Change Order No. 2**TABLE 2.A. Increased Quantities Added in Change Order No. 2**

Item No	Description	Bid Quantity	Updated Quantity	Additional Quantity	Unit Cost	Extended Cost
9	Pavement, Concrete Street, 8" Thick	226 SY	352 SY	126 SY	77.00	9,702.00
19	Wet Cut-in	3 EA	4 EA	1 EA	5,718.00	5,718.00
31	Storm Sewer, 15-inch PVC	166 LF	221 LF	55 LF	175.00	9,625.00
37	Removal, Concrete Street Pavement	317 SY	442 SY	125 SY	23.00	2,875.00
Subtotal Increased Quantities:						27,920.00

TABLE 2.B New Items Added in Change Order No. 2

Item No	Description	Additional Quantity	Unit Cost	Extended Cost
45	4x4 CIP Manhole w/Solid Ring and Cover	1 LS	15,080.00	15,080.00
46	Watermain, Open Cut, 8-inch	3 LF	574.40	1,436.00
47	Water Main, Open Cut, 6-inch	20 LF	97.25	1,945.00
48	Water Main, Open Cut, 10-inch	80 LF	222.50	17,800.00
49	90 Deg Bend, 10-inch, MJ	1 EA	2,781.00	2,781.00
50	90 Deg Bend, 12-inch	1 EA	2,955.00	2,955.00
51	Reducer, 12-inch x 10-inch	1 EA	1,562.00	1,562.00
52	Tee, 12-inch x 8-inch, MJ x FE	1 EA	2,309.00	2,309.00
53	Gate Valve, 8-inch, MJ x FE	1 EA	3,265.00	3,265.00
54	Gate Valve, 6-inch, MJ	1 EA	2,623.00	2,623.00
55	45 Deg Bend, 6-inch, MJ	1 EA	1,055.00	1,055.00
56	Offset, 6-inch x 1-foot, MJ	1 EA	1,922.00	1,922.00
57	Sleeve, 10-inch	1 EA	1,753.00	1,753.00
58	Sleeve, 6-inch	1 EA	1,067.00	1,067.00
Subtotal New Items:				57,553.00

TABLE 2.C. Increased Cost of Materials (Concrete) Added in Change Order No. 2

Item No	Description	Bid Quantity	Bid Unit Cost	Updated Unit Cost	Increase in Unit Cost	Extended Cost
3	Concrete Pad	4 SF	165.00	698.50	533.50	2,134.00
4	Concrete Curb, 8" x 18", Utility Area	99 LF	33.00	35.73	2.73	270.00
5	Pavement, Concrete Alley, 8" Thick	437 SY	74.00	81.06	7.06	3,087.00
6	Sidewalk, Concrete, 4" Thick	3706 SF	17.00	18.63	1.63	6,042.00
7	Pavement, Concrete Access Drive, 8" Thick	67 SY	131.00	140.78	9.78	655.00
8	Paving, Asphalt, Parking Lot, 8" Thick	507 SY	85.00	92.06	7.06	3,581.00
11	Bollard	4 EA	1,533.00	1,653.00	120.00	480.00
13	Install Detectable Warning Panel	11 EA	440.00	483.64	43.64	480.00
Subtotal Increased Cost of Concrete:						16,729.00

Summary for Change Order No. 2

Subtotal Increased Quantities:	27,920.00
Subtotal New Items:	57,553.00
Subtotal Increased Cost of Concrete:	16,729.00
Total for Change Order No. 2:	102,202.00

TABLE 3. Change Order No. 3

Item	Description	Cost by Category	Extended Cost	Location/Service	Basis for inclusion in Change Order
1.	Re-lay 10-in Watermain		11,826.09	Buried beneath 8th St & Jackson	Information for complying with NDEE requirements not in bid documents.
	Materials	2558.41			
	Labor	5105.15			
	Equipment	2620.00			
	Contractor OH&P	1,542.53			
2.	Install 2" water service to Street Shop		4,672.44	Jackson Street west of 7th Street	Bid documents included only 3/4-in services
	Materials	1,516.32			
	Labor	1,686.67			
	Equipment	860.00			
	Contractor OH&P	609.45			
3.	Install additional storm sewer junction box		14,418.93	Jackson and 8th Street	Item not in bid documents; made necessary by changes in CO #2 coupled with unexpected change in elevation of buried gas main
	Materials	3,980.20			
	Labor	5,808.00			
	Equipment	2,750.00			
	Contractor OH&P	1,880.73			
4.	Move tower hydrant and install hydrant extension		3,597.20	Hydrant for draining tower	Hydrant location incorrectly staked; Insufficient information in bid documents for hydrant length
	Materials	1,075.00			
	Labor	1,408.00			
	Equipment	645.00			
	Contractor OH&P	469.20			
5.	Add reinforcing steel to street pavement		7,343.57	Intersection of Jackson and 8th Street	Street pavement details missing from bid documents
	Paving subcontractor (Jamico)	6,385.71			
	Contractor OH&P	957.86			
6.	Re-grading off-street parking area		10,073.01	On-site off-street parking	As shown in bid documents, and as staked, pavement would pond and not drain stormwater
	Materials	1,144.00			
	Labor	1,961.14			
	Equipment	2,094.00			
	Paving subcontractor (Jamico)	3,560.00			
	Contractor OH&P	1,313.87			
7.	Re-grading driveways		5,035.93	On-site off-street parking	Instructions on construction stakes do not match desired slopes of pavement
	Materials	880.00			
	Labor	1,508.57			
	Equipment	1,990.50			
	Contractor OH&P	656.86			
8.	Re-grading sidewalk		5,961.60	East side of 8th Street	Adjust sidewalk to match revised pavement elevations as a result of revised grading
	Materials	154.00			
	Labor	1,320.00			
	Equipment	1,485.00			
	Paving subcontractor (Jamico)	2,225.00			
	Contractor OH&P	777.60			
9.	Re-grading alley		5,536.10	Alley between 7th and 8th Sts	Instructions on construction stakes do not match pre-construction elevations of abutting private property
	Materials	0.00			
	Labor	1,650.00			
	Equipment	1,740.00			
	Paving subcontractor (Jamico)	1,424.00			
	Contractor OH&P	722.10			
10.	Concrete retaining wall		14,463.71	NW corner off-street parking area	Item not in bid documents
	Materials	2,088.00			
	Labor	7,549.14			
	Equipment	2,940.00			
	Contractor OH&P	1,886.57			
11.	Tree removal		5,175.00	East end of alley	Item not in bid documents
	Subcontractor	4,500.00			
	Contractor OH&P	675.00			
Total for Change Order No. 3:			88,103.58		

TABLE 4. Change Order No. 4

Item	Description	Cost by Category	Extended Cost	Location/Service	Basis for inclusion in Change Order
1.	Line stop in old exst 10-in main		3,157.90	Buried below off-street parking adjacent to & Jackson near 8th St	Item not in bid documents. Plans for maintaining operation of exst water tower during construction of new water tower not fully considered in design.
	Materials	0.00			
	Labor	1320.00			
	Equipment	1426.00			
	Contractor OH&P	411.90			
2.	Install hydrant extension		2,159.70	Intersection of Jackson and 8th Street, NE corner	Insufficient information in bid documents for hydrant length.
	Materials	1,350.00			
	Labor	528.00			
	Equipment	0.00			
	Contractor OH&P	281.70			
3.	Alley shoulder, parking pad, driveway apron		11,273.45	Alley connecting 7th to 8th Streets, parallel to Jackson and Bradford; (1) gap between alley and Street Shop. (2) parking pad for 231 N. 7th St. (3) driveway apron for 733 Bradford St.	Alley staked incorrectly, resulting in pavement up to 9 inches above exst pre-construction grade elevation. Additional items not in bid documents added to contract to manage change in elevations from new alley pavement to abutting properties.
	Materials	1,445.00			
	Labor	2,508.00			
	Equipment	1,400.00			
	Paving subcontractor (Jamico)	4,450.00			
	Contractor OH&P	1,470.45			
4.	Re-grading sidewalk		3,368.06	West side of 8th Street; two locations: (1) NW corner 8th St & Jackson; (2) SW corner 8th St & Jackson;	On-the-spot adjustment of sidewalk to comply with ADA requirements and work around buried utility who did not relocate equipment.
	Materials	0.00			
	Labor	0.00			
	Equipment	0.00			
	Paving subcontractor (Jamico)	2,928.75			
	Contractor OH&P	439.31			
5.	Stamped sidewalk		1,437.50	50 sq ft stamped brick pattern in conc surface; two locations: (1) NW corner 8th St & Jackson; (2) Adjacent to off-street parking area;	Stamped surface to delineate ADA path (complies with all ADA requirements) from adjacent pavement that does not comply.
	Materials	0.00			
	Labor	0.00			
	Equipment	0.00			
	Paving subcontractor (Jamico)	1,250.00			
	Contractor OH&P	187.50			
6.	Stump removal		747.50	231 N. 7th St, east end of alley,	Alley staked incorrectly. Remedy for alley was to create a drainage path in the adjacent property, the flow line for which passed through the stump, necessitating its removal.
	Subcontractor	650.00			
	Contractor OH&P	97.50			
Total for Change Order No. 4:			22,144.11		

TABLE 5. Unbilled Items Approved But Not Used in Project

Item No	Description	Approved Quantity	Actual Quantity	Unused Quantity	Unit Cost	Extended Cost
3	Concrete Pad 4 SF	4 SF	0 SF	4 SF	698.50	2,794.00
17	Gate Valve, w/Box, 12-inch	3 EA	2 EA	1 EA	7,695.00	7,695.00
19	Wet Cut-in	4 EA	1 EA	3 EA	5,718.00	17,154.00
21	Reducer, 10-inch x 8-inch, MJ	1 EA	0 EA	1 EA	1,274.00	1,274.00
23	Tee, 10-inch, MJ	2 EA	1 EA	1 EA	3,279.00	3,279.00
24	Plug, 10-inch, MJ	2 EA	1 EA	1 EA	1,042.00	1,042.00
25	Plug, 12-inch, MJ	1 EA	0 EA	1 EA	1,370.00	1,370.00
26	Reconnect Water Service	3 EA	2 EA	1 EA	4,577.00	4,577.00
27	Reducer, 12-inch x 8-inch, MJ	1 EA	0 EA	1 EA	1,395.00	1,395.00
50	90 Deg Bend, 12-inch	1 EA	0 EA	1 EA	2,955.00	2,955.00
58	Sleeve, 10-inch	1 EA	0 EA	1 EA	1,753.00	1,753.00
					Subtotal Unbilled Items:	45,288.00

4. Update on the Wellness Center - Executive Director Brase
 - A. Consideration of a Well Permit at the Wellness Center Site - Executive Director Brase

City of Seward, Nebraska
Application For a Well Permit

Date: 12/3/24 Fee: 573.00 Permit No: WP24-01
Applicant: Joel Brase - Seward Wellnes Address: 2765 Eaton Drummer Blvd, Seward, NE Phone: (402) 643-2928
Legal Description: 9-11-3 Seward Wake & Co Addition Lot 1

Intended Use of Well Water: Irrigation

Proposed Depth of Well: 360 ft.

Size & Type of Casing: 4 inch Heavy Wall casing

Pumping Equipment: 7.5 HP 45 GPM Goulds 200 Volt 3-Phase

Well Drillers Name: Earnest Well Drilling Well Drillers Address: 2796 W. Milford Rd, Milford, NE 68405

By my signature, as affixed below, I/We hereby assure and/or understand:

Location of proposed well in conjunction with sewers. No well shall be located within 25 feet of any sewer line, private or public. No well shall be located within 50 feet of any septic tank or within 100 feet of any disposal field.

Location of proposed well in conjunction with water lines. No well shall be located within 25 feet of any water line, private or public.

Minimum clearance from property line of five feet. No well shall be installed in any easement on the property.

Assurance that no water from the private well shall be used for domestic purposes, but shall be used solely for lawn irrigation and garden irrigation or for water used in heating or cooling equipment. Any permits required by the State of Nebraska and the Upper Big Blue Natural Resources District shall be submitted prior to issuance of a permit by the City. Disposal of water for heating or cooling shall be through reinjection back to the same level of aquifer, except that during the spring, summer and fall months such water used for heating or cooling may be used for irrigation of lawn or garden. No water from the private well shall be allowed to run off into a City stormwater sewer. In addition, assurance shall be given that water from the private well shall be used exclusively on the property on which the well is located.

Assurance that the property owner will install and maintain proper backflow prevention devices as prescribed in Article II of Chapter 390.

Assurance that a well log will be recorded by the well driller and filed with the Water/Wastewater Director prior to use of said well.

Assurance that the Water/Wastewater Director may inspect said well during construction and any time thereafter; and that at least 24 hours prior to well drilling, the well driller shall contact the Water/Wastewater Director at 402-643-3433 for final site approval.

That all outside spigots connected to a private well shall have a sign attached ready "NOT SAFE FOR DRINKING".

City of Seward, Nebraska
Application For a Well Permit

- That the well shall be installed in accordance with the rules and regulations of the State of Nebraska and updates as they become available.
- Every well driller, before doing business in the City, shall be registered with eth City. Registrations forms may be obtained from the City Building Inspector.
- A satellite/aerial view site plan displaying water lines, sewer lines, lot lines, easements and the measurements from the well to each.



Applicants Signature



Water/Wastewater Director

12/4/2024

Date of Approval

Mayor

Date of Approval

CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 12/17/24

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 (punch items) and Highway 15 Reconstruction (construction/winter shutdown).
- Water Tower project underway, paint coat issues have led to substantial delays. Painting will likely to resume in Spring 2025.
- Working with Wellness Center Executive Director Brase on numerous items and follow ups, construction meeting held.
- Worked with Kelly Hoffschneider to work on a number of real estate items related to the Rail Campus, tower leases, and related legal matters.
- Training items with new Administrative Assistant Mattie Hans.
- Reviewed Wastewater Rate Study Items with SEH, City Engineer, and Water/Wastewater Superintendent.
- 2019 Flood FEMA/NEMA onsite monitoring for projects completed. (3 day site review)
- Civic Pride webinar hosted by NPPD
- City Council Orientation with Councilmember Francescato and City Clerk.
- Caselle accounting system project conversion kickoff meeting.
- Evening meeting with potential economic development project.
- Civic Center Cost review with Trustee Ken Morgan, Mark Kolterman, and Rick Endicott.
- Civic Center construction review meeting.
- Meeting with Verle Wiemer regarding downtown lighting.
- Review of Volunteer Fire Department Items to begin work with Chief Mifflin.
- Highway 15 Ribbon Cutting with SCCDP.
- Follow up with all employees on usage of personal leave before the end of the calendar year.

Police Department

- Unit 3 went to Jones Auto for Getac installation
- Meet with FirstNet to discuss demo
- Highway 15 Ribbon Cutting
- End of year training reports to NLETC

City Clerk/Human Resources/City Hall

- Employee Handbook: Gathering employee signoffs for Amendment #1
- Ameritas one-on-one's
- Annual Appreciation Event: Lock in site, entertainer, caterer and send out save the dates by the end of the week
- Admin Assistant Orientation

Water/Wastewater Department

- Jetting/Flushing of some sanitary sewer lines
- Erikson Construction at RO plant Wednesday, December 11
- Sewer Rate Study Meeting Thursday, December 12
- Lead service line inventory and checking out unknown services
- Begin preparing for end of year reports to NDEE

Parks and Rec/Cemetery/Golf/Pool

- Memorial service at cemetery at 6pm Monday, December 9th
- Golf course floor installation to begin this week
- Equipment maintenance
- Refurbish picnic tables and trash cans
- Mulching leaves at the cemetery

Civic Center

- Main floor underlayment is in
- Preparing the pipes in the West building
- Punch list walk through scheduled in January

Electric Department

- Replace pole on 14th street on 34.5 line
- Do locates
- Work on streetlights, bore for wire replacement at 3 locations
- Work with Concordia on Hillcrest project
- Pickup demonstrator digger truck

Street Department

- Work on trail under Hwy 34 bridge East of town
- Ongoing Sign replacement
- Clean streets of leaves
- Snow or ice removal if needed
- Stump grinding

Library

- Registration for breakout rooms
- Material ordering
- Working on spring schedule

Building Inspection/Planning Department

- Planning Commission Monday, December 9th
 - SRB Dairy plat, Rezone and Conditional Use Permit
 - Grunke Conditional Use Permit
- Remainder of code updates tentatively scheduled for city council in January
- Seward Apartments – building 2 is underway, drywall was delivered for building 1

Engineering

- NDOT Highway 15 Reconstruction – signs, Simonsen drainage and sod project deferred to spring.
- Levee Pump Station budget meeting Thursday, December 12th.
- Bradford & Roberts 5th to 6th street – design (Schemmer), plan-in-hand Friday, December 13th, 9am
- Jackson/Lindell/E. Seward site visit Friday, December 13, 2024

Finance Dept.

- Finish balancing November financials
- Work with Caselle on software conversion
- Payroll
- Claims

Seward Wellness Center

- Site Update
 - Track is completed except for painting the lanes
 - Equipment arrived on Tuesday and is being installed
 - Finish drywall in mechanical room and Hydrotest for pool
 - Continued drywall finish and painting
 - Tiling to begin in locker rooms
 - Continued work on exterior front entryway
- Weekly SWC planning meeting
- Meeting with Life Fitness Representative

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

1. Strategy Session with City Attorney Concerning Real Estate Interests - 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