

AGENDA

SEWARD CITY COUNCIL MEETING

Tuesday, January 19, 2016 @ 7:00 PM

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, January 19, 2016, in the Municipal Building Council Chambers, 142 North 7th Street, Seward, Nebraska, which 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 3:30p.m. on the Friday preceding the Council Meeting.

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

AGENDA ITEMS

CALL TO ORDER – Mayor Eickmeier

PLEDGE OF ALLEGIANCE-MOMENT OF SILENCE - Mayor Eickmeier

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS - Mayor Eickmeier

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

ROLL CALL - Mayor Eickmeier

- 1. CONSIDERATION OF APPROVAL OF AMENDED MINUTES OF DECEMBER 21, 2016 - Bonnie Otte**
- 2. CONSIDERATION OF APPROVAL OF DRAFT MINUTES OF JANUARY 5, 2016 - Bonnie Otte**
- 3. CONSIDERATION OF CONSENT AGENDA**
 - A. Claims & Payables Reports
 - B. City Clerk-Treasurer Report
 - C. Police Department Report
 - D. Approve Refuse Hauler's Licenses
 - E. Infrastructure Cost Items Reimbursable Back to the City

- 4. CONFIRMATION OF MAYOR'S APPOINTMENTS - Mayor Eickmeier**
 - A. Aging Services Commission - Appointment of Ken Baldinger for a 2-yr term (replace Dave Besse) and appointment of Gary Rolf for a 2-yr term (replace Ben Chaffin)
 - B. Seward Foundation - Reappoint Councilmember Dean Fritz and Councilmember Barbara Pike
- 5. PUBLIC HEARING - 7:00 P.M. - CONSIDERATION OF PRELIMINARY AND FINAL PLAT OF UNDERWOOD COMMERCIAL ADDITION (SE CORNER OF S 7TH ST & SOUTH ST) - John Hughes**
 - A. Consideration of an Ordinance approving the Final Plat of Underwood Commercial Addition
- 6. CONSIDERATION OF APPROVAL ON STAR STREET PROJECT - Bruce Smith**
- 7. CONSIDERATION OF APPROVAL OF LEASE AGREEMENT WITH WAKE FAMILY FOR SEWARD COMMUNITY GOLF COURSE LAND - City Atty Hoffschneider**
- 8. CONSIDERATION OF APPROVAL OF CLOSING DOCUMENTS FOR THE PURCHASE OF SEWARD COUNTRY CLUB ASSETS - City Atty Hoffschneider**
- 9. CONSIDERATION OF A RESOLUTION FOR THE SALE OF SURPLUS PROPERTY - Bruce Smith**
- 10. CITY ADMINISTRATOR'S REPORT- Bruce Smith**
- 11. FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION - Mayor Eickmeier**
- 12. ANNOUNCEMENT OF UPCOMING EVENTS - Mayor Eickmeier**
 - A. February 5 - Annual City Employee Recognition Event - Nate's on the Nine - 6:00 p.m.
- 13. MOTION TO ADJOURN**

I, Bonnie Otte, the duly appointed, qualified and acting Assistant Administrator/Clerk-Treasurer/Budget & Human Resource Director 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 County Courthouse, Seward Memorial Library and CityofSewardNE.com

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City this 14th day of January, 2016.

Bonnie Otte
Assistant Administrator/Clerk-Treasurer/Budget & Human Resource Director

City of Seward, NE
Tuesday, January 19, 2016
Regular Session

Item G1

**CONSIDERATION OF APPROVAL OF AMENDED MINUTES
OF DECEMBER 21, 2016 - Bonnie Otte**

Administrative Report: After review of the video of the City Council meeting and actions taken following the discussion of the acquisition of the Seward Country Club and executive session, it was determined an action was missed from the proceedings. The minutes are amended as follows:

**2. CONSIDERATION OF CITY OF SEWARD ACQUISITION OF SEWARD COUNTRY CLUB
REAL & PERSONAL PROPERTY**

Moved by Councilmember Fritz, seconded by Councilmember Pike, that Mayor Eickmeier be authorized to execute a Purchase Agreement for the Purchase of the Seward Country Club, consistent with the latest draft of the Asset Purchase Agreement circulated, and further authorize Mayor Eickmeier and City Attorney Hoffschneider to continue negotiations for the acquisition of the Seward Country Club, consistent with the terms of the Asset Purchase Agreement.

Aye: Kamprath, Fritz, Pike, Singleton, Schmit

Nay: None

Absent: Wilken, Beck, Hans. Motion carried.

A motion to approve the amended minutes as written or with modifications would be in order.

Staff Contact:

December 21, 2015 Special

The Seward City Council met in special session at 7:00 p.m. on Monday, December 21, 2015, with Mayor Joshua Eickmeier presiding and Marilyn D. Varner, Deputy Clerk/Finance Director/Assistant Treasurer recording the proceedings. Upon roll call, the following Councilmembers were present: Sid Kamprath, Dean Fritz, Barbara Pike, John Singleton, Chris Schmit. Other officials present: City Administrator Bruce Smith, City Attorney Kelly Hoffschneider (present at 7:15 p.m.) Absent: Jonathon Wilken, Ellen Beck, Richard Hans, Assistant Administrator /Clerk-Treasurer/Budget & Human Resources Director Bonnie Otte.

Notice of the meeting was given in advance thereof by the method of communicating advance notice of the regular and special meetings of the City Council of the City of Seward, Nebraska, as stated in Ordinance No. 2015-08, which was adopted on the 5th day of May, 2015; said method stating that the notice of such meeting, with the agenda thereon, be posted in the following places: City Hall, Seward County Courthouse, Municipal Building, and Seward Public Library. The certificate of posting notice is attached to these minutes. Notice of this meeting was simultaneously given to the Mayor and all members of the City Council and a copy of their acknowledgment of receipt of notice and the agenda are attached to these minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

THE PLEDGE OF ALLEGIANCE

Mayor Eickmeier announced that a copy of the Agenda for this meeting is posted on the north wall of the Municipal Building and copies are available on the north wall where a copy of the Open Meetings Act is also posted for public inspection. He also noted that any citizen wishing to address the Council should come to the podium, state their name and address and limit their comments to five minutes. All remarks should be directed to the Mayor/Chairperson, who will then determine who will make any appropriate response. 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.

Mayor Eickmeier explained that since the City Attorney would be late, the order of the agenda items would be arranged.

6. CONSIDERATION OF PURCHASING A HYBRID VEHICLE FOR CITY ADMINISTRATION

Administrator Smith explained that the Nebraska Community Energy Alliance has \$6,000.00 funding left for calendar year 2015 for purchase of an energy-efficient vehicle. The City is considering the purchase of a 2013 Chevrolet Volt with approximately 30,000 miles for \$16,000.00, so the total City cost would be \$10,000.00 after receipt of grant funding. This amount is not specifically budgeted, but cost savings could be achieved in other areas if the purchase were made.

Some discussion was held on the two 2015 Nissan Leafs (total electric vehicles) that were purchased in the last fiscal year, and when the final payments would be made (in Fiscal Year 2016-2017). Mr. Smith explained that if the Chev. Volt were purchased, possibly one of the older vans (Chev. Venture or Pontiac Montana) would be eliminated.

Councilmember Singleton moved, seconded by Councilmember Pike, that the purchase of a Chevrolet Volt be approved, with the receipt of \$6,000.00 funding from the Nebraska Community Energy Alliance.

Aye: Schmit, Kamprath, Fritz, Pike, Singleton
Nay: None

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Absent: Wilken, Beck, Hans. Motion carried.

3. CONSIDERATION OF AWARDING FINANCING FOR SEWARD GOLF COURSE

Mr. Smith explained that in order for the City to award financing for the proposed golf course, an ordinance is required, but no ordinance was prepared for this meeting.

Moved by Councilmember Pike, seconded by Councilmember Schmit, that the financing for the Seward Golf Course be tabled until the necessary ordinance is available.

Aye: Singleton, Schmit, Kamprath, Fritz, Pike

Nay: None

Absent: Wilken, Beck, Hans. Motion carried.

1. PUBLIC HEARING - 7:00 P.M. - CONSIDERATION OF CITY OF SEWARD ACQUISITION OF SEWARD COUNTRY CLUB REAL AND PERSONAL PROPERTY

Mayor Eickmeier opened the public hearing. No public comment was received. Mayor Eickmeier closed the public hearing.

Due to the late arrival of the City Attorney, Item Two will be continued later in the meeting.

4. PRESENTATION & CONSIDERATION OF POWER SUPPLY PROPOSALS

John Krajewski, JK Energy Consulting LLC, Lincoln, Nebraska, reviewed his findings regarding a power Supply Evaluation completed by his firm. Power supply proposals were solicited, and reviewed to ensure these proposals met minimum requirements. An initial economic assessment was prepared, with a short list developed. Proposers were provided the opportunity to update proposals, and a recommendation was prepared.

The Requests for Proposals were initially sent to 17 suppliers, with 6 entities providing proposals that were responsive for power supply: American Electric Power, Big Rivers Electric Corp., First Security Power (disqualified), Heartland Consumers Power Dist., Municipal Energy Agency of NE and Nebraska Public Power District. Two service providers offered market participant services.

Three options were presented in layout of the RFP for consideration: 1) 30 percent in 2019-2021; 2) 50-90 percent in 2021 and 3) Total requirements beginning in 2022. Evaluation Parameters were: No NPPD production rate increase through 2027, no City load growth, and for alternate suppliers, 3.7 percent NPPD adder through 2021 for customers who do not sign a new wholesale contract, 30 percent reduction in 2019 and 100 percent reduction in 2022.

An assessment of initial responses revealed that alternate suppliers provide lower costs beginning in 2019 (30 percent reduction), \$300,000 annual savings in 2019-2021, with approximately 5 percent savings. Larger savings resulted in 2022, \$1.0 million per year, decreasing over time, with 16 percent savings in 2022. A comparison of alternatives graph was included in the analysis.

Potential strategies were: Option One - Do nothing, with approximately \$200,000 per year more expensive through 2022, preserving right to reduce or limit purchases for any reason or terminate agreement on five years' notice (NPPD has option to terminate with five years' notice, also). Option Two: Sign a new contract with lower cost than Option One, based on surcharge NPPD is assessing (subject to outcome of litigation). Lowest cost contract would provide for option to reduce if NPPD does not meet rate thresholds, providing long-term stability

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option in exchange for long-term commitment. The City forgoes opportunity to purchase from third party in 2019 and beyond (potential savings in power supply); Option Three (Reduce/Terminate) includes higher cost (\$200,000) through 2018 (subject to litigation outcome), potential savings in 2018-2021 of \$300,000 annually in 2019-2021 because of NPPD surcharge and savings of more than \$1 million in 2022, decreasing over time. The scenario based on a 30 percent reduction in 2019-2021 may be able to reduce purchases by more based on litigation outcome, with notice required by December 31, 2015 to reduce purchases from NPPD. City would need to give notice before December 31, 2016 if it wants to terminate agreement at end of 2021. Giving respondents an opportunity to refine proposals may result in further energy cost reductions.

Conclusions were: NPPD new contract is best long-term (greater than 10-year initial term), cost-based arrangement (low rate cost escalation, resource stability); Option One (staying on existing contract) provides City with flexibility over next six years (observe NPPD rate changes, ability to reduce purchases with three-year notice, ability to terminate with five years' notice); Cost for Option One compared to Option Two is \$200,000 per year; City could save approximately \$3.2 million in 2016-2027 (2016 NPV) by selecting new supplier (based on 30 percent reduction & termination of NPPD GFPS at end of 2021, supplier offered fixed prices through 2027).

Mr. Krajewski made the following recommendations: If long-term power supply stability at low cost is most important factor to the City, they should consider signing the new NPPD 20-Year Agreement. If City prefers terms of existing agreement, including reduce and limit options, it should do nothing monitor NPPD developments, particularly if it gives notice to terminate the GFPS. If lowest cost after 2019 is most important to City, notice to reduce purchases and terminate agreement should be given (provide notice to NPPD for reduction, subject to outcome of litigation, provide termination notice effective December 31, 2021 and commence negotiations with one or more short-listed providers).

Nebraska Public Power Representatives Chad Podolak (Wholesale Account Manager), John McClure (Vice President of Governmental Affairs & General Counsel), Traci Bender (Chief Financial Officer) and Mary Harding (Board of Directors) were present. A handout was distributed which outlined the history of partnership with the City of Seward and other Nebraska communities. These representatives reviewed short-term versus long-term power supply commitments, methods of power generation (maintaining diverse mix of fuel types), financial considerations for the future, and all services provided to communities (equipment, labor during storm damage, etc.)

Two wholesale contract options were included in NPPD's information: Option A: 20-year term, with up to 10 percent renewable behind the meter, ability to reduce if NPPD's average wholesale cost exceeds 45th CFRC percentile; allows NPPD to "bank" credits if NPPD is below the CFC 25th percentile, lowest cost option; and Option B: 20-year term, up to 1 percent renewable behind the meter, can reduce down to 50 percent with maximum of 10 percent per year for any reason, below 50 percent reductions can occur with exit payment, 3 percent premium above Option A.

Mayor Eickmeier mentioned that the City's current contract is valid for another five years (expires in 2021) and expressed concern that NPPD was asking the City to begin a new 20-year contract while the previous contract would still be in effect.

An inquiry was made about the percentage of NPPD's energy generated by coal. Mr. Podolak responded that about 51.7 percent is coal-generated. In 2014, about 20 percent of energy generated exceeded NPPD's needs, with excess being sold to

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market. NPPD is working to have a diversified portfolio of energy generation methods, managing emission standards for the future.

NPPD's increased costs due to retirees/spouses benefits were briefly discussed. All of NPPD's customers are paying for catch-up costs related to NPPD's underfunded benefit packages for retirees.

Ken Schmieding, Seward resident who was a former NPPD Board member, felt that NPPD continues to do work for the people of the state of Nebraska. He feels they have quality employees and the Council should reflect on their past history.

Moved by Councilmember Pike, seconded by Councilmember Kamprath, that the City accept the Nebraska Public Power District 20-Year Wholesale Contract Option A as described previously.

Aye: Singleton, Schmit, Kamprath, Fritz, Pike

Nay: None

Absent: Wilken, Beck, Hans. Motion carried.

5. CONSIDERATION OF ISSUING NOTICE TO NEBRASKA PUBLIC POWER TO REDUCE ENERGY PURCHASE

No action was taken on this item, since the Council approved a contract with Nebraska Public Power District in the previous agenda item.

2. CONSIDERATION OF CITY OF SEWARD ACQUISITION OF SEWARD COUNTRY CLUB REAL & PERSONAL PROPERTY

At 8:40 p.m., Councilmember Kamprath moved, seconded by Councilmember Schmit, that the Council enter into executive session not to exceed twenty minutes, to include Mayor, City Administrator, City Attorney and all Councilmembers present to discuss possible acquisition of Seward Country Club real and personal property.

Mayor Eickmeier reiterated the purpose of the executive session is to discuss possible acquisition of Seward Country club real and personal property.

Aye: Fritz, Pike, Singleton, Schmit, Kamprath

Nay: None

Absent: Wilken, Beck, Hans. Motion carried.

At 8:57 p.m., a motion was made by Councilmember Schmit, seconded by Councilmember Pike, that the meeting be reconvened in open session.

Aye: Kamprath, Fritz, Pike, Singleton, Schmit

Nay: None

Absent: Wilken, Beck, Hans. Motion carried.

Mayor Eickmeier explained that during executive session, the City's acquisition of Seward Country Club real and personal property was discussed. No action was taken.

Moved by Councilmember Fritz, seconded by Councilmember Pike, that Mayor Eickmeier be authorized to execute a Purchase Agreement for the Purchase of the Seward Country Club, consistent with the latest draft of the Asset Purchase Agreement circulated, and further authorized Mayor Eickmeier and City Attorney Hoffschneider to continue negotiations for the acquisition of the Seward Country Club, consistent with the terms of the Asset Purchase Agreement.

Aye: Kamprath, Fritz, Pike, Singleton, Schmit

December 21, 2015 Special

Nay: None

Absent: Wilken, Beck, Hans. Motion carried.

7. MOTION TO ADJOURN

Moved by Councilmember Singleton, seconded by Councilmember Kamprath, that the December 21, 2015 Special City Council meeting be adjourned.

Aye: Schmit, Kamprath, Fritz, Pike, Singleton

Nay: None

Absent: Wilken, Beck, Hans. Motion carried.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Marilyn D. Varner
Deputy Clerk/Finance Director/
Assistant Treasurer

City of Seward, NE
Tuesday, January 19, 2016
Regular Session

Item G2

**CONSIDERATION OF APPROVAL OF DRAFT MINUTES OF
JANUARY 5, 2016 - Bonnie Otte**

Administrative Report: A motion to approve the minutes as written or with modifications would be in order.

Staff Contact:

January 5, 2016

The Seward City Council met at 7:00 p.m. on Tuesday, January 5, 2016, with Mayor Joshua Eickmeier presiding and Assistant Administrator /Clerk-Treasurer /Budget & Human Resources Director Bonnie Otte recording the proceedings. Upon roll call, the following Councilmembers were present: Jon Wilken, Ellen Beck, Sid Kamprath, Dean Fritz, Barbara Pike, John Singleton, and Chris Schmit. Other officials present: City Administrator Bruce Smith and Attorney City Attorney Kelly Hoffschneider. Absent: Dick Hans.

Notice of the meeting was given in advance thereof by the method of communicating advance notice of the regular and special meetings of the City Council of the City of Seward, Nebraska, as stated in Ordinance No. 2015-08, which was adopted on the 5th day of May, 2015; said method stating that the notice of such meeting, with the agenda thereon, be posted in the following places: City Hall, Seward County Courthouse, Municipal Building, and Seward Public Library. The certificate of posting notice is attached to these minutes. Notice of this meeting was simultaneously given to the Mayor and all members of the City Council and a copy of their acknowledgment of receipt of notice and the agenda are attached to these minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

THE PLEDGE OF ALLEGIANCE

Mayor Eickmeier announced that a copy of the Agenda for this meeting is posted on the north wall of the Municipal Building and copies are available on the north wall where a copy of the Open Meetings Act is also posted for public inspection. He also noted that any citizen wishing to address the Council should come to the podium, state their name and address and limit their comments to five minutes. All remarks should be directed to the Mayor/Chairperson, who will then determine who will make any appropriate response. 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.

1. APPROVAL OF MINUTES OF DECEMBER 15, 2015 COUNCIL MEETING

Councilmember Pike moved, seconded by Councilmember Singleton, that the minutes of the December 15, 2015 City Council meeting be approved.

Aye: Wilken, Pike, Fritz, Schmit, Kamprath, Beck, Singleton

Nay: None

Absent: Hans. Motion carried.

2. APPROVAL OF MINUTES OF DECEMBER 21, 2015 SPECIAL COUNCIL MEETING

Assistant Administrator/Clerk-Treasurer/Budget and Human Resource Director Bonnie Otte stated there was a typographical error in the minutes. City Attorney entered the meeting at 7:15 p.m. and not 8:15 p.m.

Councilmember Pike moved, seconded by Councilmember Singleton, that the minutes of the December 21, 2015 City Council Special meeting be approved, as amended.

Aye: Wilken, Pike, Fritz, Schmit, Kamprath, Beck, Singleton

Nay: None

Absent: Hans. Motion carried.

3. CONSENT AGENDA CONSIDERATION ITEMS

January 5, 2016

Councilmember Singleton moved, seconded by Councilmember Pike, that the following Consent Agenda items be approved in one single motion:

- A. Claims & Payables Reports
- B. Seward County Economic Development Corporation Director's Report
- C. Infrastructure Cost Items Reimbursable Back to the City.

CLAIMS LIST
1-5-16
COUNCIL MEETING

Abbreviations: Bu, Building Upkeep; Eq, Equipment; Ex, Expense; Ma, Maintenance; Mi, Mileage; Misc, Miscellaneous; Re, Repairs; Sa, Salaries, Se, Services; Su, Supplies; Ut, Utilities, CI, Capital Improvements; GU, Grounds Upkeep.

Alliance Technologies	Se	2,850.85
Alamar Uniforms	Uniforms	12.60
Aldrich Melvin L	Ex	90.00
Allied Surveying & Mapping	Se	168.00
Ameritas Life Insurance Co	Ins	5,479.22
Bloebaum Nickalas	Ex	90.00
Broeker Duane	Se	250.00
Carroll Dist/Const Supply	Su	557.10
Chase Card Service		2,123.57
Walmart	Su, Bu, Uniform	573.49
Best Western	Trng	572.82
Cabelas	Su	314.96
Best Buy	Su	525.70
Sports Turf Managers	Dues	75.00
Supersaas	Su	61.60
City Seward Buildings/Grounds	Operations	3,000.00
City Seward Electric Fund	Ut	36,623.89
City Seward Library Petty	Su	186.00
City Seward Payroll Account	Payroll	108,987.23
Commonwealth Electric Co	Ut	3,164.71
Constellation Newengergy	Ut	1,469.83
Cummins Central Power LLC	Re	120.38
Danko Emergency Equipment	Re, Eq	807.19
Davis Instruments	Eq	560.19
Delta Dental	Ins	1,335.80
Donnelley R R	Eq	56.56
Dutton-Lainson Co	LED Lights, Su, Re	36,053.92
Farmers Coop Seward	Su	9,660.00
Fast Mart	Su	12.05
Fastenal Company	Su, Re	975.96
Gerhold Concrete Co Inc	Re	533.57
Great Plains Communication	Se	586.00
H & S Plumbing Heating & AC	Bu	83.15
Hansen Dan	Ex	116.50
Helmlink Printing Inc	Su	522.00
Herpolsheimer'S Inc	Re	15.60

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Husker Electric Supply Co	Re, Su	1,400.73
Hydraulic Equipment Service	Re	87.90
Int'L Code Council	Dues	135.00
Jackson Services Inc	Ma	123.60
Jacobsen Rock & Gravel	Ma	6,401.10
Johner Randy	Meals	43.18
Kriz-Davis Co	Re, Eq, Uniform	1,363.87
Last Mile Network Consultant	Se	235.30
Latsch'S	Su	559.43
Lincoln Patio & Awning	Re	100.00
Marlin'S Plumbing Heating	Re	40.50
Matheson Tri-Gas Inc	Su	45.40
Mattson Ricketts Law Firm	Se	4,000.00
Memorial Health-Meals	Meals	5,347.49
Menards	Bu	84.27
Meyer Automotive	Chev Volt	15,200.00
Mid-American Benefits Inc	Ins	1,039.62
Midwest Service & Sales	Re	197.00
Midwest Turf & Irrigation	Re	723.54
Miers Robert M	Ex	90.00
Municipal Supply Nebraska	Re, Eq	5,783.37
Nebraska Health Environment	Se	688.00
Nebraska Nursery & Landscape	Trng	230.00
Nebraska Rural Electric A	Trng	900.00
Nebraska Sports	Eq	636.86
Northern Safety Co Inc	Su	77.39
Odeys Inc	Gu	870.00
Olsson Associates	Se	12,629.52
O'Reilly Auto Parts	Su	93.13
Orscheln Farm & Home	Su, Re	1,000.04
Plunkett'S Pest Control	Bu	114.64
Pollak Cody	Ex	90.00
Pollak Douglas W	Meals	57.75
Precision Tool & Machine	Re	453.11
Principal Financial Group	Ins	656.46
Quill Corp	Su	822.80
R D J Specialties Inc	Su	486.63
Racom Corporation	Se	260.50
Richters Inc	Bu	193.37
Rose Equipment Inc	Re	162.42
Ruether Larry L	Misc	26.50
Salt Creek Software Inc	Se	2,140.00
Sam'S Club (Sen Center)	Su, Dues	30.30
Sanley Patricia	Meals	50.60
Schaefer Troy	Ex	90.00
Smith Bruce	Ex	100.00
Sports Express	Su	87.00
Stutzman Digging	Re	4,000.00
Supplyworks	Su	114.39

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Tech Products Inc	Su	194.63
Tiger Direct Inc	Eq	79.99
Time Warner Cable	Ut	79.38
U S A Bluebook - Cust 812	Su	405.89
U S Cellular	Ut	228.22
U S Postal Service	Permit	225.00
United Health Care	Ins	50,560.71
Verizon Wireless	Ex	30.48
Wesco Distribution Inc	Re, Su	1,583.04
	CLAIMS TOTAL	\$339,941.92

Aye: Fritz, Wilken, Beck, Singleton, Pike, Schmit, Kamprath

Nay: None

Absent: Hans. Motion carried.

4. CONSIDERATION OF AUTHORIZING THE ISSUANCE OF BONDS OF THE CITY OF SEWARD

City Administrator Smith stated the City is proposing the refunding of water and wastewater bonds, bonding several road projects that are now completed, and establishing permanent financing of the 14th Street substation and financing the Roberts Street projects. He stated that the financing of the utilities projects was reviewed by Nebraska Municipal Power Pool and included in the latest rates.

Paul Grieger of D.A. Davidson presented a summary of each of the proposed bonds. He added that it has been customary over the years to include a debt service reserve amount. However, recently, it has not been necessary to require a reserve to obtain the best rate on the bonds, so these bonds may be sold without needing to require a reserve, in which case, the reserve amount for the bonds being refunded would be released and used to pay down the bond. He stated the Government Finance Operators Association has established a guideline of a 3% savings for refunding of bonds and this is what D.A. Davidson uses when determining whether to propose a refunding. He stated that on the refunding bonds, the maturity date remains the same as the original bond, except for those where new borrowing is being added to the refunded amount. Mr. Grieger stated that the proposed savings are net of all fees and discounts.

Mr. Grieger provided the following summary of each bond proposal: The General Obligation bond is for an amount not to exceed 1.1 million and is for the refunding of the Series 2011 bonds with a projected rate of 1.89% for an anticipated savings of \$44,000.

The Electric bond is for an amount not to exceed 5.4 million and is for the refunding of the 2011, 2011B and 2014 Bond Anticipation Notes (14th Street Substation), the 34.5 line to the Water substation, and a portion of the Roberts Street project. The projected interest rate is 2.33% with an anticipated savings of \$114,000.

The Highway Allocation Fund Pledge Bonds are for an amount not to exceed \$950,000 to cover several street projects: (Cedar Street, Jackson Avenue, Highway 34 Overlay, Columbia Avenue, Izaak Walton Road, Orscheln/Dollar General Driveway, and Karol Kay - Bader to Hillcrest). The anticipated interest rate is 4.25% (taxable bonds due to them being a reimbursement to the City for completed projects). He stated this rate is higher because they are taxable bonds. He stated the City bundled several projects together for one bonding issue and there are regulations about fund reimbursement (which is what happened by paying for the project and then reimbursing for the costs). He stated, in the future, the City may wish to do a reimbursement resolution prior to beginning

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the project showing the intent to bond or finance the project rather than reimbursing expenses. He stated Gilmore and Bell (bond counsel) is recommending these be sold as taxable bonds.

The Sewer Bonds are for refunding of 2010, 2011, 2011B and the new Plum Creek Siphon project for an amount not to exceed \$4,200,000 at a projected interest rate of 2.65% with a savings of \$205,000.

The Water Bonds are for refunding the 2011 Water System Revenue Bonds for an amount not to exceed \$1,275,000 at a projected rate of 2.40% for a savings of \$119,000.

The Council took the following action:

Ordinance No. 2016-01 authorizing the issuance of General Obligation Refunding Bonds not to exceed \$1,100,000 for refunding \$1,050,000 Series 2011 bonds and related matters was adopted.

Ordinance No. 2016-02 authorizing the issuance of Electric Revenue and Refunding Bonds not to exceed \$5,400,000 for refunding Electric Revenue Refunding Bonds Series 2011 and 2011B, and paying for improvements to the electric system and related matters was adopted.

Ordinance No. 2016-03 authorizing the issuance of Highway Allocation Fund Pledge Bonds not to exceed \$950,000 for street improvements and related matters was adopted.

Ordinance No. 2016-04 authorizing the issuance of Sanitary Sewer System Revenue and Refunding Bonds not to exceed \$4,200,000 for Refunding outstanding sanitary sewer system Revenue Refunding Bonds Series 2010, 2011 and 2011B, and paying the costs of improvements to and expansion of the City's sanitary sewer system and related matters was adopted.

Ordinance No. 2016-05 authorizing the issuance of Water System Revenue Refunding Bonds not to exceed \$1,275,000 for Refunding outstanding Water System Revenue Refunding Bonds Series 2011 and related matters was adopted.

5. CONSIDERATION OF AN ORDINANCE AUTHORIZING THE SALE OF LOT 4, REYNOLDS ADDITION TO SCOTT AND TAMMY KOCIAN

Ordinance No. 2016-06 authorizing the sale of Lot 4, Reynolds Addition to Scott and Tammy Kocian for \$42,000 was adopted.

6. CONSIDERATION OF AN ORDINANCE FOR FINANCING THE PURCHASE OF THE GOLF COURSE CLUBHOUSE THROUGH A DIRECT BORROWING WITH A BANK PURSUANT TO SECTION 18-201, R.R.S. NEB

City Attorney Hoffschneider stated the City approved the financing of the purchase of the Country Club assets at a prior meeting using conventional financing through Jones National Bank & Trust Company. Gilmore and Bell prepared the attached ordinance authorizing the financing.

Ordinance No. 2016-07 authorizing a loan from Jones National Bank & Trust Company for purchase of the Golf Course Clubhouse and related real estate in the amount of \$350,000 was adopted.

7. CONSIDERATION OF NAMING THE GOLF COURSE

Councilmember Fritz moved, seconded by Councilmember Singleton, to name the soon-to-be acquired golf course the Seward Community Golf Course.

January 5, 2016

Aye: Pike, Singleton, Schmit, Wilken, Beck, Kamprath, Fritz

Nay: None

Absent: Hans. Motion carried.

8. CONSIDERATION OF A RESOLUTION ESTABLISHING FEES AT THE GOLF COURSE

City Administrator Smith stated the proposed fee resolution is based on a survey of several area golf courses and the fees charged by the Seward Country Club. He said he tried to be competitive with the Milford and Crete courses, but hopes to not have to subsidize the golf course through tax dollars. In the future, the Park and Recreation Board will be more involved in making any fee change recommendations. He stated league structure will be determined later through City policy.

There was considerable discussion as to whether the fee structure was too high to encourage community play. There was also some discussion how this recreational amenity compares to the swimming pool and whether the fees should be expected to offset the expenses, or be covered partially through tax dollars. There was also discussion of whether there should be additional meetings for public input prior to setting the rates. City Administrator Smith stated he based the proposed fees on current memberships and expenses provided by the Country Club, but hopes to pick up additional members. Lowering the fees are likely to have a negative impact on the budget.

The Council requested an update at six months of revenues and expenses.

Councilmember Kamprath introduced the following resolution:

RESOLUTION NO. 2016-01

WHEREAS, the City Council of the City of Seward, Nebraska may by resolution fix the amount of Golf Course fees, and

WHEREAS, it is deemed advisable to establish Golf Course use fees;

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

The amount of Golf Course fees shall henceforth be and are hereby fixed as follows to be in full force and effect on and after January 5, 2016:

	<u>Daily Green Fees</u>	
9 Holes		\$ 18.00
18 Holes		\$ 25.00
	<u>Annual Golf Fee</u>	
Single		\$ 600.00
Family		\$ 775.00
Age 19-25		\$ 275.00
Grade/High School		\$ 150.00
	<u>Daily Golf Cart Rental</u>	
9 Holes		\$ 12.00
18 Holes		\$ 20.00
	<u>Annual Golf Cart Lease</u>	
Single		\$ 300.00
Family		\$ 400.00
	<u>Annual Golf Cart Storage With Trail Fee</u>	

January 5, 2016

Gas Cart (Does not include gas)	\$ 375.00
Electric Cart	\$ 400.00

	<u>Daily Trail Fee Only</u>	
Cart Stored Off-Site		\$ 10.00

	<u>Annual Trail Fee Only</u>	
Cart Stored Off-Site		\$ 200.00

All previous resolutions in conflict with this resolution are hereby revoked.

Councilmember Wilken moved, seconded by Councilmember Pike, that the resolution be adopted. Upon vote, the following Councilmembers voted Aye: Wilken, Beck, Kamprath, Fritz, Pike, Singleton, Schmit. Nay: None. Absent: Hans.

The Mayor declared the resolution adopted.

Dated: January 5, 2016

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Bonnie Otte
Asst Administrator/Clerk/Treasurer
Budget & HR Director

(SEAL)

Councilmember Kamprath left the meeting at 8:14 p.m. and returned at 8:17 p.m.

Mayor Eickmeier moved to agenda No. 11 for the convenience of the presenter who was traveling a distance following the meeting.

11. CONSIDERATION OF INSTALLING AN EMERGENCY VEHICLE PRE-EMPTION SYSTEM

Public Facilities/Capital Improvements & GIS Director John Hughes stated the emergency vehicle pre-emption system has been in the capital improvements projects for the last two years and there is \$30,000 budgeted; however, the most recent estimate from Nebraska Department of Roads (NDOR) is around \$40,000 to rebuild the signal infrastructure.

Shane King, Professional Engineer with Olsson Associates, stated he studied the proposed pre-emption system that would allow for emergency vehicles to control the three stoplights within the City limits (Hwy 15 & 34) and has conferred with the NDOR and it is his recommendation, supported by NDOR, to not pursue an immediate Emergency Vehicle Pre-emption (EVP) system project at the three intersections. The cost and impact to implement is deemed to exceed any realized benefit. While an EVP system would promote priority to emergency vehicles at intersections, it does not seem that these three intersections are impassible for extended time periods. Mr. King stated part of the problem is there is no room in the boxes to add the required additional cable for the system. He said it would be best to consider such a project when the signals are being rebuilt. He said NDOR realizes the infrastructure is old, but does

January 5, 2016

not have a timeline for the rebuild. NDOR indicated they would have to conduct traffic counts prior to reconstructing the signals. Mr. King stated he visited with vendors for a GPS wireless system. Some concerns are the location of the lights/boxes and tree canopies. He stated placement of the GPS system cannot be located high enough on some of the lights to deter vandalism and would be subject to snow cover, which could affect the functioning of the system. The vendor could not provide a definite cost, but would be willing to conduct a testing of the GPS equipment. Mr. King stated that even in metropolitan areas, not all intersections are equipped with these systems. It would cost an additional \$3,000 to equip each vehicle to talk to the signal (each entity would have to equip their vehicles to talk to the signal).

There was some discussion of the limited number of accidents and close-call events with emergency vehicles at these intersections. There was also a comment about the risk and responsibility that is involved by persons responding to emergencies who pass through all intersections. Another comment was a concern over the number of units that would need to be equipped with the necessary equipment to talk to the signal and that non-City emergency vehicles would have to acquire the equipment to activate the systems (police, fire, ambulance, Sheriff's department, State Patrol, etc).

Councilmember Kamprath moved, seconded by Councilmember Pike to indefinitely postpone the installation of an emergency vehicle pre-emption system.

Aye: Pike, Singleton, Schmit, Wilken, Beck, Kamprath, Fritz

Nay: None

Absent: Hans. Motion carried.

9. CONSIDERATION OF A GOLF CART LEASE FROM NEBRASKA GOLF & TURF

City Administrator Smith stated the Country Club currently has a golf cart lease, which is out of warranty. He stated the current lease calls for \$114/cart per month with two years remaining on the lease. He presented an option from Nebraska Golf & Turf for twenty new gas carts for a six-year lease at \$104.63/month per cart for six months for a total of \$75,333 or a six-year lease to own at \$145.02/month per cart for six months for a total of \$104,414. He stated the City could opt to buy the carts at the end of the six-year lease. He stated the Council needs to decide if they want new carts every six years (renew the lease every six years) with warranty. He stated he used the lease option when constructing the fees.

Councilmember Beck moved, seconded by Councilmember Pike, to approve a six-year lease with Nebraska Golf & Turf for 20 carts for a cost of \$104.63/cart per month for six months.

Aye: Pike, Singleton, Schmit, Wilken, Beck, Kamprath, Fritz

Nay: None

Absent: Hans. Motion carried.

10. CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 1, ARTICLE 11 OF THE SEWARD CITY CODE TO RETITLE THE ARTICLE, TO ESTABLISH A GENERAL EMPLOYEES' PENSION PLAN COMMITTEE AND TO APPOINT CITY COUNCIL DESIGNATED MEMBERS

Assistant Administrator/Clerk-Treasurer/Budget & Human Resource Director Bonnie Otte stated the City's Police Pension Plan has a separate Committee overseeing the fiduciary responsibility of the plan. Currently, there is no committee providing this oversight for the General Employee Pension Plan. Ameritas (Plan provider) is advising that the City consider establishing a committee for the General Employee Plan.

January 5, 2016

Ordinance No. 2016-08 establishing a General Employees' Pension Plan Committee was adopted.

Councilmember Singleton moved, seconded by Councilmember Pike, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and approving **Ordinance No. 2016-01**, "AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF SEWARD, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000) FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF \$1,050,000 OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011; DIRECTING THE APPLICATION OF THE PROCEEDS OF SAID BONDS; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM"; **Ordinance No. 2016-02**, "AN ORDINANCE OF THE CITY OF SEWARD, NEBRASKA, AUTHORIZING THE ISSUANCE OF ELECTRIC REVENUE AND REFUNDING BONDS OF THE CITY OF SEWARD, NEBRASKA, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$5,400,000) FOR THE PURPOSE OF (A) REFUNDING ALL OR A PORTION OF \$1,595,000 OF ELECTRIC REVENUE REFUNDING BONDS, SERIES 2011 AND \$390,000 OF ELECTRIC REVENUE BONDS, SERIES 2011B, (B) PAYING THE COSTS OF IMPROVEMENTS TO AND EXPANSION OF THE CITY'S ELECTRIC SYSTEM, INCLUDING PAYING AND REDEEMING CERTAIN SHORT TERM INDEBTEDNESS ISSUED FOR SUCH PURPOSES, (C) PROVIDING FOR NECESSARY RESERVE FUNDS AND (D) PAYING COSTS OF ISSUANCE OF SAID BONDS; PROVIDING FOR THE SALE OF SAID BONDS AND DESIGNATION OF CERTAIN TERMS; PROVIDING FOR THE REDEMPTION OF BONDS AND INDEBTEDNESS BEING REFUNDED; PRESCRIBING THE FORM, TERMS AND DETAILS OF SAID BONDS; PLEDGING AND HYPOTHECATING THE REVENUE AND EARNINGS OF THE ELECTRIC PLANT AND DISTRIBUTION SYSTEM OF SAID CITY FOR THE PAYMENT OF SAID BONDS AND INTEREST THEREON; PROVIDING FOR THE COLLECTION, SEGREGATION AND APPLICATION OF THE REVENUE OF SAID ELECTRIC SYSTEM; ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDERS OF SAID BONDS; REPEALING ANY CONFLICTING ORDINANCES; PROVIDING FOR THE EFFECTIVENESS AND OPERATION OF THIS ORDINANCE AND PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM"; **Ordinance No. 2016-03**, "AN ORDINANCE AUTHORIZING THE ISSUANCE OF HIGHWAY ALLOCATION FUND PLEDGE BONDS OF THE CITY OF SEWARD, NEBRASKA, SERIES 2016, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000) FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING CERTAIN STREET IMPROVEMENTS IN THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PLEDGING FUNDS TO BE RECEIVED BY THE CITY FROM THE STATE OF NEBRASKA HIGHWAY ALLOCATION FUND FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME IF NECESSARY; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM "; **Ordinance No. 2016-04**, "AN ORDINANCE AUTHORIZING THE ISSUANCE OF SANITARY SEWER SYSTEM REVENUE AND REFUNDING BONDS, SERIES 2016, OF THE CITY OF SEWARD, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FOUR MILLION TWO HUNDRED THOUSAND DOLLARS (\$4,200,000), FOR THE PURPOSE OF (A) REFUNDING ALL OR A PORTION OF \$300,000 OF OUTSTANDING SANITARY SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2010, \$3,430,000 OF OUTSTANDING SANITARY SEWER SYSTEM REVENUE BONDS, SERIES 2011 AND \$150,000 OF OUTSTANDING SANITARY SEWER SYSTEM REVENUE BONDS, SERIES 2011B; (B) PAYING THE COSTS OF IMPROVEMENTS TO AND EXPANSION OF THE CITY'S SANITARY SEWER SYSTEM; (C) PROVIDING FOR NECESSARY RESERVE FUNDS AND (D) PAYING COSTS OF ISSUANCE OF SAID BONDS; PRESCRIBING THE FORM OF SAID BONDS; ENTERING INTO A CONTRACT WITH THE REGISTERED OWNERS OF SAID BONDS; PROVIDING FOR THE SALE OF SAID BONDS AND DESIGNATION OF CERTAIN TERMS; PROVIDING FOR THE REDEMPTION OF BONDS AND INDEBTEDNESS BEING REFUNDED; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID BONDS; AUTHORIZING THE DELIVERY OF SAID BONDS TO THE PURCHASER AND PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM"; **Ordinance No. 2016-05**, "AN ORDINANCE OF THE CITY OF SEWARD, NEBRASKA, AUTHORIZING THE

January 5, 2016

ISSUANCE OF WATER SYSTEM REVENUE REFUNDING BONDS OF THE CITY OF SEWARD, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$1,275,000) FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF \$1,255,000 OF OUTSTANDING WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2011; PROVIDING FOR NECESSARY RESERVE FUNDS AND PAYING COSTS OF ISSUANCE OF SAID BONDS; PRESCRIBING THE FORM, TERMS AND DETAILS OF SAID BONDS; PLEDGING AND HYPOTHECATING THE REVENUE AND EARNINGS OF THE WATERWORKS PLANT AND WATER SYSTEM OF SAID CITY FOR THE PAYMENT OF SAID BONDS AND INTEREST THEREON; PROVIDING FOR THE COLLECTION, SEGREGATION AND APPLICATION OF THE REVENUE OF SAID WATERWORKS PLANT AND WATER SYSTEM; ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDERS OF SAID BONDS; REPEALING ANY CONFLICTING ORDINANCES AND PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM"; **Ordinance No. 2016-06**, "AN ORDINANCE TO DIRECT THE CONVEYANCE OF REAL PROPERTY TO SCOTT A. KOCIAN AND TAMMY J. KOCIAN; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT"; **Ordinance No. 2016-07**, "AN ORDINANCE AUTHORIZING A LOAN FROM A BANK TO THE CITY, EVIDENCED BY A PROMISSORY NOTE, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) TO PROVIDE FINANCING FOR THE PURCHASE OF A GOLF CLUBHOUSE AND CERTAIN RELATED REAL ESTATE WITHIN THE CITY; PRESCRIBING THE TERMS AND FORM OF SUCH LOAN AND PROMISSORY NOTE; PROVIDING FOR PAYMENT OF THE INTEREST ON AND PRINCIPAL OF SUCH LOAN AND PROMISSORY NOTE; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND RELATED MATTERS"; and, **Ordinance No. 2016-08**, "AN ORDINANCE TO AMEND CHAPTER 1, ARTICLE 11 OF THE SEWARD CITY CODE TO RETITLE THE ARTICLE; TO ESTABLISH A GENERAL EMPLOYEE'S PENSION PLAN COMMITTEE "COMMITTEE"; TO APPOINT THE CITY COUNCIL DESIGNATED MEMBERS OF THE GENERAL EMPLOYEE'S PENSION PLAN COMMITTEE; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM" be preserved and kept in a separate and distinct volume known as "Ordinance Record, City of Seward, Nebraska" and that said separate and distinct volume be incorporated in and made a part of these proceedings the same as though it were spread at large herein.

Aye: Pike, Singleton, Schmit, Wilken, Beck, Kamprath, Fritz

Nay: None

Absent: Hans. Motion carried.

12. CITY ADMINISTRATOR REPORT

Councilmember Kamprath moved, seconded by Councilmember Singleton, that the City Administrator's Report dated January 5, 2016 be accepted.

Aye: Fritz, Pike, Singleton, Wilken, Beck, Schmit, Kamprath

Nay: None

Absent: Hans. Motion carried.

13. FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

None.

14. ANNOUNCEMENT OF UPCOMING EVENTS

None.

15. MOTION TO ADJOURN

Councilmember Fritz moved, seconded by Councilmember Pike, that the January 5, 2016 City Council Meeting be adjourned.

January 5, 2016

Aye: Fritz, Wilken, Beck, Singleton, Pike Schmit, Kamprath

Nay: None

Absent: Hans. Motion carried.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Bonnie Otte
Assistant Administrator
Clerk-Treasurer
Budget & Human Resources Director

City of Seward, NE
Tuesday, January 19, 2016
Regular Session

Item G3

CONSIDERATION OF CONSENT AGENDA

Claims & Payables Reports

City Clerk-Treasurer Report

Police Department Report

Approve Refuse Hauler's Licenses

Infrastructure Cost Items Reimbursable Back to the City

Administrative Report: After review of listed Consent Agenda items and supporting documents/reports, one motion to approve the consent agenda would be in order. Council may choose to pull any item from the Consent Agenda and consider/act on it separately.

Staff Contact:

CLAIMS LIST
1-19-16
COUNCIL MEETING

Abbreviations: Bu, Building Upkeep; Eq, Equipment; Ex, Expense; Ma, Maintenance; Mi, Mileage; Misc, Miscellaneous; Re, Repairs; Sa, Salaries, Se, Services; Su, Supplies; Ut, Utilities, CI, Capital Improvements, Gu, Grounds Upkeep.

Altec Industries Inc	Re	339.12
Amazon.Com Credit Service	Su	1,115.32
Ameritas Life Insurance Co	Ins	5,748.56
Baker & Taylor	Su	1,649.86
Baldinger Charlotte	Mi	25.63
Bierbaum Randy/Jill	Ex	25.00
Black Hills Energy	Ut	1,312.00
Bloebaum Nickalas	Refnd	302.00
Bollwitt Richard / Sue	Ex	25.00
Brunckhorst Kent	Ex	90.00
Capital Business-Cheyenne	Ma	91.00
Capital Business-Dallas	Ma	225.00
Cash-Wa Distributing Co	Su	4.60
Cihal Alan F	Ex	90.00
City Seward Library Petty	Su, Bu	75.04
City Seward Merchant Serv	Ex	1,086.20
City Seward Payroll Account	Payroll	112,057.25
Commonwealth Electric Co	Eq	1,954.27
Continental Fire/Alarm/De	Se, Ma	1,615.00
Core Robert	Ex	90.00
Cornhusker International	Re	3,580.56
Cross & Sons Inc	Sign	912.00
Cross Dillon Tire Lincoln	Equip	1,671.00
Culp Jerry	Se	300.00
Danko Emergency Equipment	Equip	2,472.21
Davisson Furniture Center	Ma	384.00
Demco Inc	Equip	361.74
Diamond Vogel Paint Center	Bu	349.69
Duer Bryan	Ex	90.00
Duffek Daniel D	Ex	90.00
Dugan Business Forms	Su	2,451.63
E M C Insurance Companies	Ins	1,576.00
Ehlers Electronics	Su	8.50
Electronic Contracting Co	Bu	172.50
Farmers Coop Seward	Su, Re	2,163.90
Fastenal Company	Su, Ma, Re	97.39
Ferguson Steven C	Ex	90.00
Foltz Fred	Ex	225.00
French Matthew	Ex	90.00
Gabriel Burger Else CPA	Se	7,500.00
Gonzalez Edward	Ex	90.00
Gottschalk Cohl	Ex	50.00

Great Plains Appraisal	Se	4,000.00
H & S Plumbing Heating & Plmbg	Bu	95.00
Hach Company	Se	324.60
Hamilton Equipment Company	Re	1,006.89
Hochstein Glen	Ex	30.00
Hochstein Jared	Ex	90.00
Hughes John	Ex	90.00
Hughes John/Jana	Ex	30.00
I E S Commercial Inc	Ci	28,354.81
Interstate All Battery Ce	Bu	92.69
J 4 K Cleaning Company	Se	1,345.13
J K Energy Consulting LLC	Se	8,458.66
J-14 Magazine	Su	14.97
Jackson Services Inc	Ma	78.75
Janicek Gary M	Ex	90.00
Janousek Tim	Ex	25.00
Johner Randy	Ex	90.00
Johnson Brady / Jill	Ex	25.00
Last Mile Network Consult	Se	90.00
Lee'S Refrigeration	Re	95.07
Matheson Tri-Gas Inc	Su	97.06
Mechanical Sales Inc	Bu	556.00
Metering & Technology Sol	Eq	2,527.57
Mid-American Benefits Inc	Ins	575.76
Midwest Auto Parts	Re, Su, Ma	1,134.08
Midwest Automotive	Re	150.36
Midwest Laboratories Inc	Se	741.10
Miller Greg / Mindy	Ex	25.00
Mohrhoff Power Equipment	Re	218.86
Municipal Supply Nebraska	Ma	1,679.78
N M C Exchange Inc	Re	551.00
Nebraska Cemetery Association	Dues	40.00
Nebraska City/County Man	Dues	408.00
Nebraska Equipment Inc	Re	254.01
Nebraska Pub Pow-DesMoine	Ut, Re	453,419.21
Nebraska Recycling Association	Dues	120.00
Nebraska Revenue	Lodging Tax	213.67
Niemann'S Port-A-Pot LLC	Bu	130.00
Northern Safety Co Inc	Uniform	494.01
O C L C Inc	Su	180.69
O'Kief John F	Ex	90.00
Olsson Associates	Se	121.14
One Call Concepts Inc	Se	52.95
Opfer Jamie/Shanna	Ex	25.00
O'Reilly Auto Parts	Su	98.92
Orscheln Farm & Home	Bu, Su	316.05
Otte Donna	Mi	37.38
Pac 'N' Save Discount Foods	Su	289.09
Pankoke Henry W	Se	275.00

Pedersen Brent	Ex	90.00
Placke Jeff	Ex	25.00
Plains Equipment Group Inc	Re	151.21
Plunkett'S Pest Control	Bu	57.32
Policky Brandon A	Ex	90.00
Pollak Cody	Misc	15.00
Pollak Douglas W	Ex	90.00
Precision Tool & Machine	Su	313.84
Quill Corp	Su	133.97
Richtig Tim L	Ex	90.00
Ruether Larry L	Ex	90.00
Sack Lumber Company	Su	25.44
Salyer Justin	Ex	25.00
Sam'S Club (Lib-Rec-Pool)	Dues	316.92
Sam'S Club (Sen Center)	Su	47.99
Sanley Patricia	Ex	90.00
Seward Area Chamber Commerce	Ma, Misc	1,906.60
Seward County Clerk/Reg Deeds	Ex	60.00
Seward County Independent	Se	1,649.16
Seward County Public Power	Ut	1,691.54
Seward County Treasurer	Se, Ex	16,262.50
Seward Electronics	Re	54.25
Seward Lumber & Home Cent	Su, Re, Gu	917.75
Seward School District	Fines, Fees	175.00
Sleight Austin	Ex	50.00
Slepicka Max	Ex	50.00
Sloup Shane	Ex	50.00
Smith Michael	Ex	90.00
St Louis Michelle	Ex	90.00
Total Tool Supply Inc	Su	99.00
U S Postal Service	Su	266.00
University Nebraska Extension	Ex	20.00
Upstart	Su	291.38
Verizon Wireless	Se	118.77
Visa - Pinnacle Bank (Walmart)	Su, Bu	66.38
Wattier Mark	Ex	90.00
Wesco Distribution Inc	Su	2,940.36
Windstream Nebraska Inc	Se	2,386.71
Claims Total		<u>\$692,872.32</u>

		CLERK-TREASURER'S REPORT			
		MONTH OF: DECEMBER 2015			
		VARIANCE AT:	25.00%		
		2015-2016			
				UNEXPENDED	
VARIANCE	DEPARTMENT	BUDGET	EXPENDITURES	BALANCE	
21.52%	ELECTRIC	\$9,597,336.00	\$2,065,538.38	\$7,531,797.62	
0.09%	ELEC BOND PYMT	\$349,945.00	\$300.00	\$349,645.00	
19.95%	WATER	\$1,120,791.00	\$223,549.17	\$897,241.83	
41.04%	WATER BOND PYMTS	\$422,285.00	\$173,289.35	\$248,995.65	
0.00%	WATER SINKING FUND	\$0.00	\$0.00	\$0.00	
20.62%	WASTEWATER TREATMENT	\$1,088,603.00	\$224,422.98	\$864,180.02	
3.00%	WWTW BOND PYMT	\$332,869.00	\$9,972.00	\$322,897.00	
0.00%	WWTW SINKING FUND	\$0.00	\$0.00	\$0.00	
	TOTAL UTILITIES	\$12,911,829.00	\$2,697,071.88	\$10,214,757.12	
54.35%	CAPITAL PROJECTS	\$860,000.00	\$467,379.56	\$392,620.44	
55.88%	LEGISLATIVE (LESS DONATIONS)	\$154,108.00	\$86,108.98	\$67,999.02	
0.64%	DONATIONS	\$100,000.00	\$636.86	\$99,363.14	
13.47%	LEGAL	\$125,265.00	\$16,878.27	\$108,386.73	
24.17%	POLICE	\$1,217,162.00	\$294,210.02	\$922,951.98	
25.00%	E911	\$182,262.00	\$45,565.50	\$136,696.50	
6.72%	POLICE EQUITABLE SHARING	\$100,000.00	\$6,718.52	\$93,281.48	
37.62%	STREET	\$695,783.00	\$261,719.17	\$434,063.83	
65.76%	DEBT SERVICE	\$516,001.00	\$339,334.15	\$176,666.85	
0.18%	RAIL CAMPUS	\$4,298,325.00	\$7,905.60	\$4,290,419.40	
7.44%	CDBG ECON. DEV. LOAN FUND	\$6,000.00	\$446.56	\$5,553.44	
22.55%	CDBG AFFORD HOUSING	\$12,800.00	\$2,886.68	\$9,913.32	
0.00%	CDBG RURAL ENTERPRISE ASST	\$0.00	\$0.00	\$0.00	
0.00%	CDBG RAIL SITE	\$0.00	\$0.00	\$0.00	
30.14%	BLDGS & GRDS (CITY HALL)	\$32,244.00	\$9,717.90	\$22,526.10	
24.86%	CIVIC CENTER	\$160,237.00	\$39,837.33	\$120,399.67	
25.71%	LIBRARY (LESS BLDG. IMPRV)	\$505,493.00	\$129,960.67	\$375,532.33	
0.00%	LIBRARY BLDG IMPRVMTS	\$0.00	\$0.00	\$0.00	
25.90%	PUBLIC PROPERTIES	\$372,888.00	\$96,592.27	\$276,295.73	
29.16%	CEMETERY	\$129,465.00	\$37,750.41	\$91,714.59	
0.00%	NEW PARK DEVELOPMENT	\$0.00	\$0.00	\$0.00	
3.16%	NEW CEMETERY DEVELOPMENT	\$160,000.00	\$5,050.40	\$154,949.60	
0.00%	GUTHMAN TRUST - REGULAR	\$145.00	\$0.00	\$145.00	
0.00%	GUTHMAN TRUST - PAVING	\$0.00	\$0.00	\$0.00	
0.00%	PERPETUAL CARE - PRINCIPAL	\$0.00	\$0.00	\$0.00	
0.00%	PERPETUAL CARE - INTEREST	\$0.00	\$0.00	\$0.00	
5.58%	BLDGS & GRDS (OTHER)	\$17,175.00	\$958.43	\$16,216.57	
24.38%	BUILDING INSPECTION	\$142,873.00	\$34,838.18	\$108,034.82	
24.61%	FIRE (LESS DONATIONS)	\$186,989.00	\$46,009.72	\$140,979.28	
0.00%	FIRE DONATIONS	\$100,000.00	\$0.00	\$100,000.00	
0.00%	FIRE EQUIPMENT SINKING FUND	\$250,000.00	\$0.00	\$250,000.00	
1.09%	TREE BOARD	\$21,651.00	\$235.00	\$21,416.00	
27.28%	PLANNING COMMISSION	\$43,630.00	\$11,903.08	\$31,726.92	
23.83%	DOWDING POOL (LESS DONATIONS)	\$224,757.00	\$53,565.18	\$171,191.82	
0.00%	POOL DONATIONS	\$0.00	\$0.00	\$0.00	
0.00%	CONCESSION STAND	\$0.00	\$0.00	\$0.00	
0.00%	SWIMMING LESSONS	\$18,109.00	\$0.00	\$18,109.00	
8.37%	RECREATION	\$561,239.00	\$46,953.77	\$514,285.23	
28.04%	SENIOR CENTER	\$126,563.00	\$35,484.68	\$91,078.32	
44.87%	SENIOR SHUTTLE	\$3,415.00	\$1,532.21	\$1,882.79	
23.76%	RECYCLING	\$19,773.00	\$4,698.33	\$15,074.67	
	ECONOMIC DEVELOPMENT	\$3,867.00	\$13,052.00	-\$9,185.00	
	TAX INCREMENT FINANCING	\$10,979,761.00	\$78,672.76	\$10,901,088.24	
	TOTAL BUDGET	\$35,239,809.00	\$2,176,602.19	\$30,366,134.93	

City of Seward Treasurer

Securities Pledged at The Jones National Bank & Trust Company

Account Number	Long Account Description	Current Par Value	Original Coupon Rate	Original Maturity Date	Current Book Value	Safekeep Receipt Number	Source Name	Market Value
155	GOEHNER NE	\$10,000.00	4.2500%	07/15/2016	\$10,000.00	365006860	COMMERCE BANK	\$10,022.60
385	FHLMC (AFS)	\$1,000,000.00	1.2500%	05/12/2017	\$1,006,953.44	60027094	COMMERCE BANK	\$1,001,550.00
156	GOEHNER NE	\$10,000.00	4.3000%	07/15/2017	\$10,000.00	365006861	COMMERCE BANK	\$10,022.00
281	WEST POINT NE CTFS OF PARTIC	\$100,000.00	4.2500%	11/01/2017	\$100,000.00	365007602	COMMERCE BANK	\$100,178.00
361	FFCB (AFS)	\$1,000,000.00	0.9300%	04/26/2018	\$1,000,904.39	528004571	COMMERCE BANK	\$992,160.00
157	GOEHNER NE	\$15,000.00	4.3500%	07/15/2018	\$15,000.00	365006862	COMMERCE BANK	\$15,033.30
430	FNMA (AFS)	\$1,000,000.00	1.6250%	11/27/2018	\$1,002,368.52	60027564	COMMERCE BANK	\$1,007,280.00
403	FHLB (AFS)	\$1,000,000.00	1.3000%	10/29/2019	\$1,000,000.00	401001463	COMMERCE BANK	\$984,400.00
482	SEWARD CO RPPD ELEC SYS REV	\$160,000.00	1.6000%	11/15/2019	\$160,000.00	561000719	COMMERCE BANK	\$159,918.40
444	SEWARD CO NE SD#9 GO REF BOND	\$200,000.00	1.4500%	12/15/2019	\$200,000.00	548002035	COMMERCE BANK	\$201,256.00
389	FHLMC (AFS)	\$1,000,000.00	1.6500%	03/13/2020	\$1,000,000.00	60027072	COMMERCE BANK	\$996,250.00
335	MADISON CO NE SD#2 (NORFOLK)	\$200,000.00	1.8000%	12/15/2020	\$200,000.00	528002911	COMMERCE BANK	\$201,424.00
338	SARPY CO SD #37 GO BONDS	\$195,000.00	2.1500%	12/01/2021	\$195,000.00	528003135	COMMERCE BANK	\$195,916.50
330	THURSTON NE SD #1, PENDER 2012	\$155,000.00	2.0500%	12/15/2021	\$155,000.00	528001710	COMMERCE BANK	\$155,947.05
463	BUFFALO CO NE SD#7 KEARNEY GO	\$200,000.00	2.3500%	12/15/2023	\$200,000.00	359001318	COMMERCE BANK	\$205,850.00
407	CLAY CO NE HWY ALLOC GO	\$200,000.00	2.3000%	06/15/2024	\$200,000.00	165042481	COMMERCE BANK	\$201,290.00
456	SCOTTSBLUFF COUNTY NE SD #32	\$250,000.00	2.5000%	06/15/2024	\$250,000.00	548002441	COMMERCE BANK	\$253,855.00
435	BUFFALO CO NE SD#19-SHELTON NE	\$200,000.00	3.1500%	12/15/2024	\$200,000.00	548001430	COMMERCE BANK	\$205,264.00
302	FHLMC CMO FHR-3997 LN	\$355,489.49	2.5000%	03/15/2040	\$358,498.77	60026304	COMMERCE BANK	\$358,116.56
Summary								\$7,255,733.41

Fax # (402) 643-6491

Carla Hain

CASH IN BANK = \$6,493,189.69

Jan 1, 2016

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Pledgee Inventory Report
For 12/31/15

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Institution: 052 (The Cattle National Bank)

Pledge-Tx# Portfolio	Total Par Total Deposits	Maturity Settle	Trans# Sloc	CUSIP Receipt#	P l e d g e d I n v e n t o r y				Pledged Par MBS Face Par	Collateral-Value Market-Value
					Security Description Rate/Div	Maturity	Issued	FFIEC		
CITY OF SEWARD (CITY)										
0005220028 1	2,697.19	12/01/18 03/24/03	DAD	31371HCF3	FNMA - Pool#: 252170 6.50000	12/01/2018	11/01/98	Y	2,697.19 500,000.00	3,103.73 3,089.12
0005220029 1	4,300.52	02/01/26 03/24/03	DAD	31375HAP9	FNMA ARM - Pool#: 334914 2.49300	02/01/2026	01/01/96	Y	4,300.52 1,000,000.00	4,490.07 4,481.14
0005220030 1	5,541.17	04/01/19 03/25/03	DAD	31363ARX3	FNMA ARM - Pool#: 083302 3.97600	04/01/2019	10/01/89	Y	5,541.17 3,500,000.00	5,784.42 5,766.06
0310240054 1	10,499.15	10/01/22 10/24/03	DAD	31335HUG6	FHLMC - Pool#: C90583 6.00000	10/01/2022	10/01/02	Y	10,499.15 700,000.00	11,857.98 11,805.48
0807240220 1	8,429.81	04/01/17 07/24/08	DAD	31371NCT0	FNMA - Pool#: 256682 5.50000	04/01/2017	03/01/07	Y	8,429.81 500,000.00	8,621.32 8,582.68
0807240221 1	32,354.51	06/01/24 07/24/08	DAD	31371LQY8	FNMA - Pool#: 255271 5.00000	06/01/2024	05/01/04	Y	32,354.51 500,000.00	35,762.95 35,628.14
0807240222 1	23,409.59	04/01/18 07/24/08	DAD	31390UMM5	FNMA - Pool#: 656564 5.00000	04/01/2018	04/01/03	Y	23,409.59 1,000,000.00	24,403.27 24,305.73
0909220085 1	38,864.67	10/01/20 09/22/09	DAD	31407T2J8	FNMA - Pool#: 840577 5.00000	10/01/2020	10/01/05	Y	38,864.67 545,000.00	41,384.36 41,222.42
0909220086 1	38,068.60	05/01/19 09/22/09	DAD	31402C5E8	FNMA - Pool#: 725445 4.50000	05/01/2019	04/01/04	Y	38,068.60 925,000.00	39,690.67 39,547.91
1004230111 1	11,513.82	04/01/18 04/23/10	DAD	31283KTH1	FHLMC - Pool#: G11452 6.50000	04/01/2018	09/01/03	Y	11,513.82 2,000,000.00	11,857.60 11,795.23
1004230112 1	5,791.99	01/01/18 04/23/10	DAD	31282CJ73	FHLMC - Pool#: M30286 4.50000	01/01/2018	02/01/03	Y	5,791.99 1,000,000.00	5,845.86 5,824.14
1005210487 1	100,000.00	02/01/26 05/21/10	DAD	68189TBA3	OMAHA NEB SPL OBLIG 6.40000	02/01/2026	03/25/08	Y	100,000.00 0.00	116,653.67 113,987.00
1104270112 1	7,659.71	09/01/17 04/27/11	DAD	31410KNK6	FNMA - Pool#: 889694 6.50000	09/01/2017	06/01/08	Y	7,659.71 180,000.00	7,906.85 7,865.36
1108240265 1	120,000.00	09/15/16 08/24/11	DAD	226490AE0	CRETE NEB 1.85000	09/15/2016	06/28/11	Y	120,000.00 0.00	121,354.47 120,700.80
1108240266 1	250,000.00	12/15/19 08/24/11	DAD	803770MB9	SARPY CNTY NEB SCH DIST NO 037 3.35000	12/15/2019	03/11/11	Y	250,000.00 0.00	251,639.72 251,267.50
1110240559 1	100,000.00	06/01/23 10/24/11	DAD	486800CA1	KEARNEY CNTY NEB 3.65000	06/01/2023	06/15/11	Y	100,000.00 0.00	101,906.17 101,602.00
1110240562 1	240,000.00	12/15/21 10/24/11	DAD	433605AK8	HITCHCOCK CNTY NEB 3.05000	12/15/2021	07/27/11	Y	240,000.00 0.00	241,815.73 241,490.40
1202270145 1	75,000.00	08/01/24 02/27/12	DAD	357406DJ3	FREMONT NE 3.15000	08/01/2024	10/04/11	Y	75,000.00 0.00	76,481.63 75,497.25
1204240052 1	150,000.00	12/15/25 04/24/12	DAD	803770NS1	SARPY CNTY NE SCH DIST #37 2.45000	12/15/2025	03/22/12	Y	150,000.00 0.00	151,553.83 151,390.50
1206220440 1	200,000.00	12/15/25 06/22/12	DAD	93811RBD5	WASHINGTON CNTY NE SCD #24 2.95000	12/15/2025	05/16/12	Y	200,000.00 0.00	201,960.22 201,698.00
1209210358 1	55,000.00	10/15/23 09/21/12	DAD	428826AM3	HICKMAN NE COMB UTIL REV 2.75000	10/15/2023	05/01/12	Y	55,000.00 0.00	55,697.71 55,378.40
1209210359 1	140,000.00	08/01/26 09/21/12	DAD	854746DB7	STANTON CNTY NE PUB PWR DIST 2.75000	08/01/2026	03/29/12	Y	140,000.00 0.00	141,751.17 140,147.00
1210260189 1	125,000.00	11/15/20 10/26/12	DAD	259260BC0	DOUGLAS CNTY NE SANTN & IMPT 3.30000	11/15/2020	11/15/11	Y	125,000.00 0.00	128,668.33 128,141.25
1210260190 1	150,000.00	12/15/22 10/26/12	DAD	259353DQ0	DOUGLAS CNTY NEB SCH DIST 059 3.60000	12/15/2022	05/12/11	Y	150,000.00 0.00	151,554.00 151,314.00
1210260192 1	105,000.00	04/01/22 10/26/12	DAD	372136EB3	GENEVA NEB 4.05000	04/01/2022	02/25/11	Y	105,000.00 0.00	106,768.73 105,705.60
1210260194 1	250,000.00	09/01/16 10/26/12	DAD	67868UBV4	OKLAHOMEA CNTY OK FIN AUTH 5.84000	09/01/2016	07/14/09	Y	250,000.00 0.00	262,776.67 257,910.00



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Pledgee Inventory Report
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Institution: 052 (The Cattle National Bank)

P l e d g e d I n v e n t o r y										
Pledge-Tx# Portfolio	Total Par Total Deposits	Maturity Settle	Trans# Sloc	CUSIP Receipt#	Security Description Rate/Div Maturity Issued			TTL FFIEC	Pledged Par MBS Face Par	Collateral-Value Market-Value
CITY OF SEWARD (CITY)										
1301240229 1	200,000.00	06/15/23 01/24/13	DAD	88609PCW2	THURSTON CNTY NE SCD #16 3.70000 06/15/2023 09/27/12	Y		200,000.00 0.00	202,034.89 201,706.00	
1301240230 1	200,000.00	10/01/23 01/24/13	DAD	259344AU3	DOUGLAS CNTY NE SAN & IMPT 3.25000 10/01/2023 10/01/12	Y		200,000.00 0.00	203,429.00 201,804.00	
1301240231 1	200,000.00	10/15/23 01/24/13	DAD	80376DCN7	SARPY CNTY NE SAN & IMPT DIST 3.25000 10/15/2023 10/15/12	Y		200,000.00 0.00	203,526.22 202,154.00	
1304300067 1	100,000.00	11/15/23 04/30/13	DAD	68905FFE4	OTOE CNTY NE SCH DIST #111 2.50000 11/15/2023 02/15/13	Y		100,000.00 0.00	100,568.44 100,249.00	
1304300068 1	135,000.00	06/15/27 04/30/13	DAD	930583CT4	WAHOO NE UTILITY REVENUE 3.00000 06/15/2027 03/12/13	Y		135,000.00 0.00	135,616.05 135,436.05	
1305230401 1	121,755.99	07/01/19 05/23/13	DAD	3128MMAD5	FHLMC - Pool#: G18003 5.50000 07/01/2019 07/01/04	Y		121,755.99 3,000,000.00	128,996.15 128,438.10	
1306210220 1	150,000.00	12/15/26 06/21/13	DAD	397802KH1	GRETNA NE 2.75000 12/15/2026 05/31/13	Y		150,000.00 0.00	147,687.33 147,504.00	
1307240271 1	200,000.00	06/01/25 07/24/13	DAD	287742LU2	ELKHORN NE RURAL PUBLIC PWR 2.65000 06/01/2025 06/27/13	Y		200,000.00 0.00	200,325.67 199,884.00	
1307240272 1	251,201.86	12/15/26 07/24/13	DAD	36176W2B6	GNMA-I - Pool#: 778670 4.00000 12/15/2026 12/01/11	Y		251,201.86 560,000.00	265,671.63 264,834.29	
1308230267 1	100,000.00	12/15/25 08/23/13	DAD	757045DV8	RED WILLOW CNTY NE 2.65000 12/15/2025 06/20/13	Y		100,000.00 0.00	100,263.78 100,146.00	
1309230059 1	198,055.03	07/01/26 09/23/13	DAD	3138AMK38	FNMA - Pool#: A17513 4.50000 07/01/2026 07/01/11	Y		198,055.03 500,000.00	212,493.25 211,750.54	
1310300064 1	58,151.48	12/20/20 10/30/13	DAD	36241KJN9	GNMA-II - Pool#: 782069 5.50000 12/20/2020 03/01/06	Y		58,151.48 750,000.00	61,409.45 61,142.92	
1310300067 1	47,002.12	12/01/17 10/30/13	DAD	31391XHQ5	FNMA - Pool#: 679839 5.50000 12/01/2017 12/01/02	Y		47,002.12 2,000,000.00	48,567.32 48,351.89	
1310300068 1	61,130.87	03/20/23 10/30/13	DAD	36202ERL5	GNMA-II - Pool#: 004091 5.00000 03/20/2023 03/01/08	Y		61,130.87 500,000.00	64,703.76 64,449.05	
1310300070 1	110,742.07	08/01/22 10/30/13	DAD	31371NJQ9	FNMA - Pool#: 256871 6.50000 08/01/2022 07/01/07	Y		110,742.07 1,100,000.00	120,527.63 119,927.78	
1406230215 1	150,000.00	12/15/25 06/23/14	DAD	919558KF2	VLY CNTY NE 2.90000 12/15/2025 05/28/14	Y		150,000.00 0.00	152,813.83 152,620.50	
1406230216 1	125,000.00	11/15/27 06/23/14	DAD	818474DD7	SEWARD CNTY NE PUBLIC PWR DIST 4.00000 11/15/2027 08/20/13	Y		125,000.00 0.00	131,832.64 131,193.75	
1406230217 1	90,000.00	09/01/27 06/23/14	DAD	818488FC7	SEWARD NE WTR SYS REVENUE 2.85000 09/01/2027 03/22/13	Y		90,000.00 0.00	91,088.10 90,233.10	
1406270096 1	377,600.84	05/15/25 06/27/14	DAD	3620ARB59	GNMA-I - Pool#: 737260 3.50000 05/15/2025 05/01/10	Y		377,600.84 1,000,000.00	396,203.99 395,102.65	
1408220277 1	83,301.90	06/01/21 08/22/14	DAD	3128PVN22	FHLMC - Pool#: J15809 3.00000 06/01/2021 06/01/11	Y		83,301.90 285,000.00	86,419.12 86,210.87	
1409230158 1	157,025.27	12/01/24 09/23/14	DAD	3128MMLQ4	FHLMC - Pool#: G18334 4.50000 12/01/2024 12/01/09	Y		157,025.27 1,015,000.00	168,354.64 167,765.80	
1409230162 1	150,000.00	09/01/26 09/23/14	DAD	80378CBS7	SARPY CNTY NE SAN & IMPT DIST 3.50000 09/01/2026 09/01/14	Y		150,000.00 0.00	154,349.50 152,599.50	
1410240033 1	249,599.12	03/01/23 10/24/14	DAD	31410KAW4	FNMA - Pool#: 889321 4.00000 03/01/2023 03/01/08	Y		249,599.12 2,050,000.00	261,385.83 260,553.83	
1501020007 1	138,661.96	11/01/19 12/31/14	DAD	3128M1CT4	FHLMC - Pool#: G11982 5.50000 11/01/2019 04/01/06	Y		138,661.96 1,411,036.00	146,820.54 146,185.01	
1502240073 1	115,000.00	11/15/24 02/24/15	DAD	505318QS7	LA VISTA NE 2.65000 11/15/2024 12/31/14	Y		115,000.00 0.00	116,504.90 116,115.50	
1503240262 1	100,000.00	12/15/24 03/24/15	DAD	406036HN6	HALL CNTY NE SCD #2 GRAND IS 2.40000 12/15/2024 02/09/15	Y		100,000.00 0.00	100,215.67 100,109.00	
1504230191	75,000.00	03/15/22		25930HAU8	DOUGLAS CNTY NE SAN & IMPT DIS	Y		75,000.00	75,063.50	

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Pledgee Inventory Report
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Institution: 052 (The Cattle National Bank)

Pledge-Tx# Portfolio	Total Par Total Deposits	Maturity Settle	Trans# Sloc	CUSIP Receipt#	P l e d g e d I n v e n t o r y			Pledged Par MBS Face Par	Collateral-Value Market-Value
					Rate/Div	Security Description Maturity	TTL FFIEC Issued		
CITY OF SEWARD (CITY)									
1		04/23/15	DAD		2.40000	03/15/2022	03/15/15	0.00	74,533.50
1506190066	249,121.63	02/01/25		3128PQ4E8	FHLMC - Pool#:	J11721	Y	249,121.63	264,138.69
1		06/19/15	DAD		4.50000	02/01/2025	02/01/10	1,200,000.00	263,204.48
1506190067	100,000.00	05/15/23		25931KAV8	DOUGLAS CNTY NE SAN & IMPT		Y	100,000.00	100,681.22
1		06/19/15	DAD		2.60000	05/15/2023	05/15/15	0.00	100,349.00
1508240277	90,000.00	05/15/22		803766BG8	SARPY CNTY NE SAN & IMPT		Y	90,000.00	91,656.15
1		08/24/15	DAD		2.85000	05/15/2022	07/01/15	0.00	91,328.40
1508240278	100,000.00	07/15/27		25933BCU6	DOUGLAS CNTY NE SAN & IMPT		Y	100,000.00	103,998.00
1		08/24/15	DAD		3.60000	07/15/2027	07/15/15	0.00	102,338.00
1508240279	99,303.00	06/15/26		199437LA0	COLUMBUS NE COMB REV		Y	99,303.00	100,993.91
1		08/24/15	DAD		2.87500	06/15/2026	07/23/15	0.00	100,867.02
1510230211	219,154.99	07/01/24		3128PNBR8	FHLMC - Pool#:	J09948	Y	219,154.99	232,301.30
1		10/23/15	DAD		4.00000	07/01/2024	06/01/09	1,300,000.00	231,570.78
1510230212	344,414.02	03/01/22		31294MML2	FHLMC - Pool#:	E03063	Y	344,414.02	357,368.41
1		10/23/15	DAD		3.00000	03/01/2022	03/01/12	1,000,000.00	356,507.37
1510230213	245,524.94	07/01/27		3138EJLQ9	FNMA - Pool#:	AL2134	Y	245,524.94	263,643.60
1		10/23/15	DAD		4.00000	07/01/2027	07/01/12	443,000.00	262,825.18
1510230214	150,000.00	12/01/25		93811PBV9	WASHINGTON CNTY NE PUB SAFETY		Y	150,000.00	150,465.50
1		10/23/15	DAD		2.50000	12/01/2025	05/14/15	0.00	150,153.00
1510230215	200,000.00	12/15/26		255689CD1	DIXON CNTY NE SCD #1		Y	200,000.00	200,678.67
1		10/23/15	DAD		2.55000	12/15/2026	02/26/15	0.00	200,452.00
1510230216	100,000.00	09/15/27		239421JJ0	DAWSON NEB PUB PWR DIST REV		Y	100,000.00	101,518.44
1		10/23/15	DAD		2.75000	09/15/2027	09/17/15	0.00	100,724.00
1510230217	100,000.00	12/01/23		231868NU0	CUSTER NE PUBLIC PWR DIST		Y	100,000.00	101,709.50
1		10/23/15	DAD		2.55000	12/01/2023	08/27/15	0.00	101,497.00
1510230220	105,000.00	02/15/27		80378YBC4	SARPY CNTY NE SAN & IMPT DIST		Y	105,000.00	110,057.27
1		10/23/15	DAD		4.30000	02/15/2027	02/15/14	0.00	108,351.60
9603250298	17,072.63	02/15/21		3129045E1	FHLMC SERIES 1041 CLASS E		Y	17,072.63	17,361.87
1		03/31/96	DAD		1.28050	02/15/2021	02/15/91	P 6,347,836.00	17,352.15
Pledgee:	8,312,950.45							8,312,950.45	8,584,736.49
Totals :	1.00							36,811,872.00	8,544,663.72

PLUS \$250,000 FDIC INSURANCE

CASH IN BANK = \$8,845,642.40

PLEDGE ADDITIONS 01/04/16 TO CITY OF SEWARD

CUSIP	DESCRIPTION	ORIGINAL FACE VALUE	CURRENT VALUE	COUPON	MAT DATE
25931QBD4	DOUGLAS CNTY NE SID 434	100,000	100,000	3.20%	11/1/2026
803760EJ2	SARPY CNTY NE SID 180	100,000	100,000	3.65%	12/15/2029

SEWARD POLICE DEPARTMENT
December 2015
Monthly Report

ARRESTS	30
CITATIONS	09
PARKING TICKETS	22
WARNINGS	120

The above numbers do not include red tag warnings for parking violations, yellow tag warnings for animal violations or verbal warnings.

The Seward County Communication Center collects the numbers used to create the attached statistics summary.

SEWARD POLICE DEPARTMENT
2015 ANNUAL REPORT

ARRESTS	362
CITATIONS	162
PARKING TICKETS	373
WARNINGS	1493

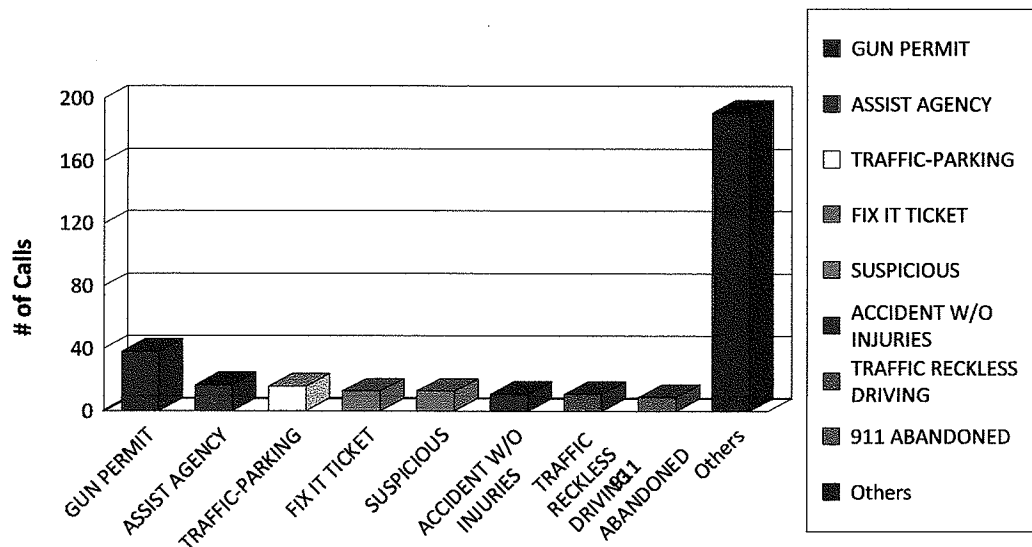
Calls Statistics by Type Summary

12/1/2015 - 12/31/2015

00:00:00 - 11:02:51

Agency -

SPD



	12/2015	Total
911 ABANDONED	9	9
911 MIS-DIAL	2	2
911 OPEN LINE	4	4
ABANDONED VEHICLE	3	3
ABUSE/NEGLECT ADULT	5	5
ABUSE/NEGLECT CHILD	6	6
ACCIDENT ANIMAL	1	1
ACCIDENT PARKING	1	1
ACCIDENT W/O INJURIES	11	11
ACCIDENT WITH INJURIES	1	1
ALARM INTRUSION	5	5
ALARM TROUBLE	1	1
ANIMAL AT LARGE	3	3
ANIMAL BARKING DOG	8	8
ANIMAL CARCASS	2	2
ANIMAL FOUND	4	4
ANIMAL INJURED/SICK	1	1
ANIMAL LOST	2	2

	12/2015	Total
ANIMAL OTHER	1	1
ANIMAL VICIOUS	1	1
ARREST DUI	3	3
ARREST DUS	2	2
ARREST REVOKED	1	1
ARREST WARRANT	5	5
ASSAULT PHYSICAL	2	2
ASSIST AGENCY	17	17
ATTEMPT TO LOCATE	1	1
BURGLARY/RESIDENCE	1	1
CIVIL CHILD CUSTODY	1	1
CIVIL KEEP PEACE	1	1
CIVIL OTHER	1	1
CIVIL PROPERTY DISPUTE	3	3
CORONER CALL	3	3
DISREGARD	5	5
DISTURBANCE	4	4
DRUG VIOLATION	3	3
DUPLICATE DISREGARD	1	1
EXTRA PATROL	2	2
FIELD CONTACT	6	6
FIRE NO BURN PERMIT	1	1
FIX IT TICKET	13	13
FORGERY/COUNTERFEITING	1	1
FRAUD OTHER	2	2
FUNERAL ESCORT	5	5
GAS LEAK	1	1
GUN PERMIT	38	38
HARASSING PHONE CALLS	1	1
HARASSMENT	2	2
HITCHHIKER/TRANSIENT	1	1
INFORMATION	4	4
JUVENILE WELFARE	2	2

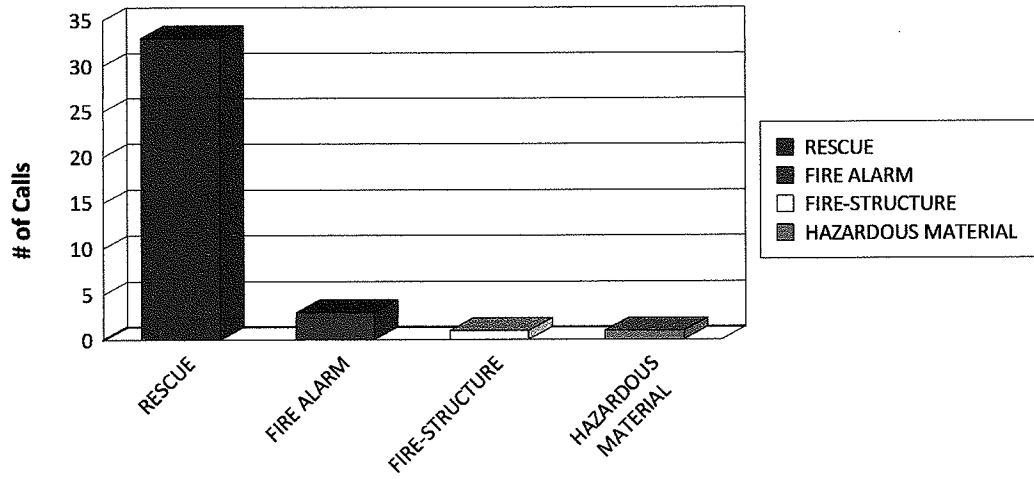
	12/2015	Total
JUVENILE/UNCONTROLLABLE	6	6
LIQUOR MIP	1	1
LIQUOR PROCURE	1	1
MENTAL	1	1
MINISTERIAL AID-SALVATION	1	1
MISSING PERSON ADULT	1	1
MOTORIST ASSIST	7	7
OPEN DOOR BUSINESS	1	1
ORDINANCE VIOLATION	9	9
OTHER CALL TYPE	1	1
PAPER SERVICE	1	1
PROPERTY DAMAGE	1	1
PROPERTY FOUND	1	1
PROPERTY LOST	3	3
PUBLIC PEACE	1	1
PUBLIC SERVICE	3	3
REPOSSESSION VEHICLE	1	1
SUSPICIOUS	13	13
TERRORISTIC THREAT	1	1
THEFT FAIL TO PAY	3	3
THEFT RESIDENCE	4	4
THEFT-OTHER	1	1
THREATS OTHER	1	1
TOWED VEHICLE	1	1
TRAF DEVICE DAM/MISSING	1	1
TRAF HAZARD DEBRIS	1	1
TRAFFIC HAZARD	1	1
TRAFFIC RECKLESS DRIVING	11	11
TRAFFIC STOP	4	4
TRAFFIC-OTHER	3	3
TRAFFIC-PARKING	16	16
VACATION/RESIDENCE CHECK	4	4
WARRANT ASSIST	4	4

	12/2015	Total
WEAPONS OTHER	1	1
WELFARE CHECK	5	5
Total	319	319

Calls Statistics by Type Summary

12/1/2015 - 12/31/2015
00:00:00 - 11:02:51

Agency - SFD



	12/2015	Total
FIRE ALARM	3	3
FIRE-STRUCTURE	1	1
HAZARDOUS MATERIAL	1	1
RESCUE	33	33
Total	38	38

2016 REFUSE HAULER'S LICENSE RENEWALS

RENEWALS MAILED APPROXIMATELY NOVEMBER 15, DUE BY JANUARY 1

(\$25.00 PER TRUCK) - CREDITED TO ACCOUNT NO. 661.01 (RHR)
DEBITED TO ACCOUNT NO. 101.50

<u>NAME</u>	<u>NO. OF TRUCKS</u>	<u>AMOUNT PAID</u>	<u>DATE PAID</u>
Brandenburgh Hauling P. O. Box 33 Beaver Crossing NE 68313-0033 Russell Brandenburgh (402-641-2863)	<u>1</u>	<u>25.00</u>	<u>12-17-15</u>
Callaway Rolloffs LLC 216 N. 4th St. David City NE 68632-1912 (402) 367-3867	<u>2</u>	<u>50.⁰⁰</u>	<u>1-4-16</u>
Garbage Company Waste Connections South Highway 15 & I-80 P. O. Box 158 Seward NE 68434-0158 (402-643-2054 OR 402-432-5639 Terry Allen, Dist. Manager)	<u>7</u>	<u>175.00</u>	<u>02 01-11-16</u>
Von Busch & Sons Refuse dba Ron's Refuse P. O. Box 22128 Lincoln NE 68542-2128 (Business Location - 420 West A Street Residence - 6401 SW 12th St; Lincoln NE 68523) (402-475-3392)	<u>3</u>	<u>75.⁰⁰</u>	<u>12-4-15</u>
Uribe Refuse Services 4600 North 48th Street Lincoln NE 68504-1416 (402-467-1239)	<u>3</u>	<u>75.⁰⁰</u>	<u>12-4-15</u>

City of Seward, NE
Tuesday, January 19, 2016
Regular Session

Item G4

**CONFIRMATION OF MAYOR'S APPOINTMENTS - Mayor
Eickmeier**

Aging Services Commission - Appointment of Ken Baldinger for a 2-yr term (replace Dave Besse) and appointment of Gary Rolf for a 2-yr term (replace Ben Chaffin)

Seward Foundation - Reappoint Councilmember Dean Fritz and Councilmember Barbara Pike

Administrative Report: Following review and discussion, a motion to approve each of the appointments would be in order.

Staff Contact:

City of Seward, NE

Tuesday, January 19, 2016

Regular Session

Item G5

PUBLIC HEARING - 7:00 P.M. - CONSIDERATION OF PRELIMINARY AND FINAL PLAT OF UNDERWOOD COMMERCIAL ADDITION (SE CORNER OF S 7TH ST & SOUTH ST) - John Hughes

Consideration of an Ordinance approving the Final Plat of Underwood Commercial Addition

Administrative Report: This plat involves parcels that have been Administratively Re-platted previously. City Zoning regulation 11.3802(3) (Administrative Subdivisions), requires that it go through the Major Subdivision process, requiring a Preliminary and Final Plat.

The plat involves 3 parcels, and the owner is only moving 1 property line. The Subdivision conforms to the City's Comprehensive Plan Future Land Use map with the Commercial use type. The Plat conforms to the requirements of the City of Seward's Unified Land Development Ordinance reference Major Subdivision application requirements (11.3804). The area is currently located in the Central Business District Zoning, and there will be no change in zoning at this time. The area is currently served adequately with all City utilities.

The Planning Commission recommends approval of the Preliminary and Final Plat.

Following review and discussion, a motion to adopt the Ordinance would be in order.

Staff Contact:

NOTICE OF PUBLIC HEARING

Public notice is hereby given by Planning Commission of the City of Seward, Nebraska, that a public hearing will be held at 7:30 p.m. on Monday January 11, 2015, and the City Council of the City of Seward, Seward County, Nebraska on Tuesday January 19, 2016 at 7:00 p.m. in the Council Chambers at the Municipal Building, 142 North 7th Street, Seward, Nebraska. Said Public Hearings will be to obtain public comment regarding proposed Preliminary and Final Plat of Underwood Commercial Addition, by the Planning Commission and City Council.

The parcels, which are the subject of this notice and of the public hearing is described as follows (SE corner of S 7th St. & South St).

Legal Description: Lots A, B & C, Block 25, Original Town to the City of Seward, located in Southwest Quarter of Section 21, Township 11 North, Range 3 East, of the 6th Principal Meridian, Seward County, Nebraska and being more particularly described as follows;

BEGINNING at the Northwest corner of Lot A, Block 25, Original Town of Seward; THENCE Easterly along the North line of said Lots A & B, on an assigned bearing of S 89°18'30"E a distance of 120.09', to the Northeast corner of said Lot B; THENCE Southerly on the East line of Lots B & C, Block 25, S 0°09'57"E 126.07', to the Southeast corner of said Lot C; THENCE Westerly along the South line of said Lots A & C, N 89°19'15"W 119.72', to the Southwest corner of said Lot A; THENCE Northerly along the West line of Lot A, Block 25, N 0°00'00"E 126.10', to the POINT OF BEGINNING.

Containing a total calculated area of 15,117.07 Square feet, or 0.35 acres, more or less. Subject to all easements, restriction, and reservations of record.

All interested parties shall be afforded at such public hearing a reasonable opportunity to express their views regarding the proposed Preliminary & Final Plat of Underwood Commercial Addition.

Ed Gonzalez
Building/Zoning Director

Published: 12-30-15



City of Seward

Major Subdivision Application

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

Date Submitted: 11-14-15

Preliminary Plat Application Fees:

\$400.00 + \$40.00 Per Lot (\$ 520.00), + \$100 Notification fee = \$ 620.00

Name of Subdivision: Underwood Commercial Addition

Owner/Developer: William A. Underwood

Legal Description: see attached

Project Engineer: K+M surveying Number of Lots: 3

Present Zoning: CBD Requested Zoning: CBD

Within City Limits	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
Adjacent to City Limits	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
Within 2 mile area	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
Annexation Requested	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
Subdivision Agreement submitted	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
Performance Bond Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>

Signed by Developer William A. Underwood

Preliminary Plat Review

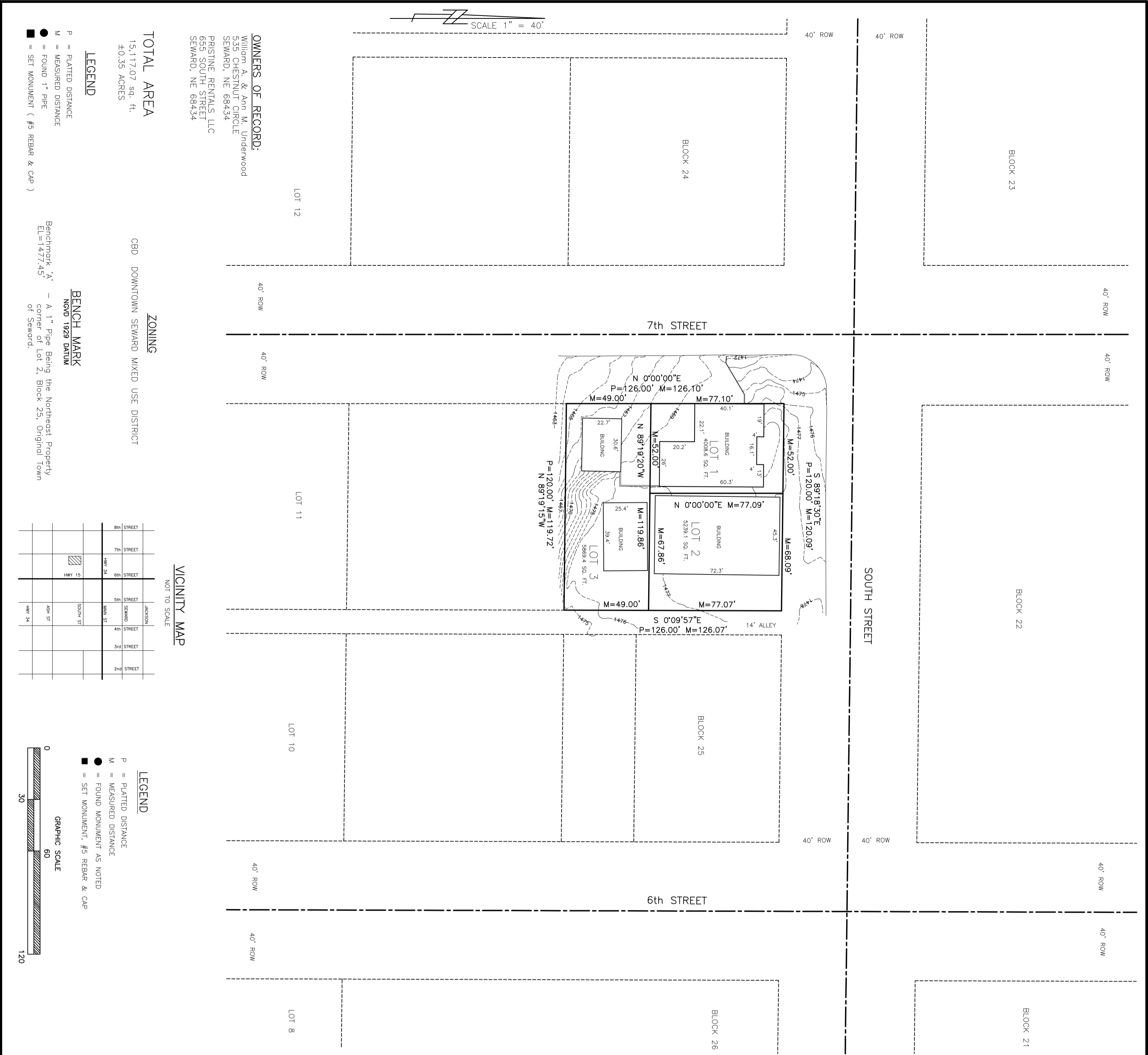
Staff Review

Electric Dept ☐
 Street Dept ☐
 Water/Waste ☐
 Police Dept ☐
 Park/Rec Dept ☐

Agency Review

Cable TV ☐
 Gas Co ☐
 Telephone Co ☐
 School Board ☐
 County P.C. ☐

Final Plat ☐



PERIMETER DESCRIPTION:
This is a Report of Lots A, B & C, Administrative Report of Lots 2, 3, and 6, Section 21, Township 11 North, Range 3 East, of the 6th Principal Meridian, Seward County, Nebraska and being more particularly described as follows:
BEGINNING at the Northwest corner of Lot A, Block 25, Original Town of Seward, THENCE easterly along the North line of said Lot A & B, to the Southeast corner of said Lot B, a distance of 20.09', THENCE South along the West line of said Lot B, to the East line of Lot B & C, Block 25, S 0709.57'E 126.07', to the Southeast corner of said Lot C, THENCE Westerly along the South line of said Lots A & C, N 89°19'15"W 119.72', to the Southwest corner of said Lot A, THENCE Northerly along the West line of Lot A, Block 25, N 0°00'00"E 126.10', to the POINT OF BEGINNING.
Containing a total calculated area of 15,117.07 Square feet, or 0.35 acres, more or less. Subject to all easements, restriction, and reservations of record.

SURVEYOR'S CERTIFICATE
I, THE UNDERSIGNED, A DULY REGISTERED LAND SURVEYOR IN AND FOR THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT I CAUSED A SURVEY TO BE MADE OF THE FOREGOING DESCRIBED PROPERTY, AND THAT THE RESULTS OF SAID SURVEY ARE TRULY AND ACCURATELY DEPICTED HEREON, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
IN TESTIMONY WHEREOF WITNESS MY HAND AND SEAL THIS 2nd DAY OF December, 2015.

BILLY JOE KERR, LS #483

APPROVAL OF THE CITY COUNCIL
THIS PLAT APPROVED BY THE CITY COUNCIL OF SEWARD, NEBRASKA
THIS _____ DAY OF _____, 20____.

MAYOR _____
ATTEST: _____
CITY CLERK _____

APPROVAL OF THE PLANNING COMMISSION
THIS PLAT OF UNDERWOOD COMMERCIAL ADDITION HAS BEEN SUBMITTED TO AND APPROVED BY THE SEWARD PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

CHAIRPERSON _____
ATTEST: _____
SECRETARY OF PLANNING COMMISSION _____

ENTERED ON TRANSFER RECORD THIS _____ DAY OF _____, 20____, AT _____
AND RECORDED IN DRAWER _____ OF THE PLAT RECORDS.

REGISTER OF DEEDS _____
FEE: _____

OWNER'S CERTIFICATION
We, the undersigned Pristine Rentals, LLC, William A. Underwood and Ann M. Underwood, owners of the property shown and described herein, do hereby certify that we have laid out, platted and subdivided, and do hereby lay out, plat and subdivide said real estate in accordance with this plat.
This subdivision shall be known and designated as UNDERWOOD COMMERCIAL ADDITION, to the City of Seward, Seward County, Nebraska. Other public lands shown and not dedicated are hereby reserved for public use.
Clear title to the land contained in this plat is guaranteed. Any encumbrances or special assessment are explained as follows:

There are strings of land shown on this plat and marked assessment, reserved for the use of public utilities and subject to the paramount right of utility or city to install, repair, replace and maintain its installations. No permanent buildings or structures shall be placed in said easement ways, but the same may be used for landscaping and other purposes that do not now or later interfere with the aforesaid uses or rights granted herein.

WITNESS OUR HAND THIS _____ DAY OF _____, 2015.

William A. Underwood _____ Ann M. Underwood _____
Pristine Rentals, LLC _____ Pristine Rentals, LLC _____
William A. Underwood, manager _____ Ann M. Underwood, manager _____

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA
COUNTY OF SEWARD
S.S.

On this _____ day of _____, 20____, before me, the undersigned, a notary public, duly commissioned, qualified for residing in said county, personally came William A. Underwood and Ann M. Underwood, who are personally known to be to be the identical persons whose names are affixed to the Owners Certificate of the foregoing plat and she acknowledges the same to be their voluntary act and deed.

Notary Public _____

ENTERED ON TRANSFER RECORD THIS _____ DAY OF _____, 20____.
REGISTER OF DEEDS _____

POINT OF BEGINNING

SOUTH STREET

S 89°18'30"E
P=120.00' M=120.09'

1" PIPE

1" PIPE

40' ROW

40' ROW

7th STREET

N 0°00'00"E
P=126.00' M=126.10'

M=77.10'

M=52.00'

M=49.00'

M=77.09'

M=67.86'

M=77.07'

S 0°09'57"E
P=126.00' M=126.07'

14' ALLEY

1" PIPE

P=120.00' M=119.72'
N 89°19'15"W

M=49.00'

SCALE 1" = 30'

OWNER'S CERTIFICATION

We, the undersigned Pristine Rentals, LLC, William A. Underwood and Ann M. Underwood, owners of the property shown and described herein, do hereby certify that we have laid out, platted and subdivided, and do hereby lay out, plat and subdivide said real estate in accordance with this plat.

This subdivision shall be known and designated as UNDERWOOD COMMERCIAL ADDITION, to the City of Seward, Seward County, Nebraska. Other public lands shown and not dedicated are hereby reserved for public use.

Clear title to the land contained in this plat is guaranteed. Any encumbrances or special assessment are explained as follows:

There are strips of land shown on this plat and marked easement, reserved for the use of public utilities and subject to the paramount right of utility or city to install, repair, replace and maintain its installations. No permanent buildings or structures shall be placed in said easement ways, but the same may be used for landscaping and other purposes that do not now or later interfere with the aforesaid uses or rights granted herein.

WITNESS OUR HAND THIS _____ DAY OF _____, 2015.

William A. Underwood

Ann M. Underwood

Pristine Rentals, LLC
William A. Underwood, manager

Pristine Rentals, LLC
Ann M. Underwood, manager

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA

S.S.

COUNTY OF SEWARD

On this ____ day of _____, 20____, before me, the undersigned, a notary public, duly commissioned, qualified for residing in said county, personally came William A. Underwood and Ann M. Underwood, who are personally known to be to be the identical persons whose names are affixed to the Owners Certificate of the foregoing plat and she acknowledges the same to be their voluntary act and deed.

Notary Public

ENTERED ON TRANSFER RECORD THIS _____ DAY OF _____, 20____.

REGISTER OF DEEDS

PERIMETER DESCRIPTION:

This is a Replat of Lots A, B & C, Administrative Replat of Lots 2, 3, and 6, Block 25, Original Town to the City of Seward, located in Southwest Quarter of Section 21, Township 11 North, Range 3 East, of the 6th Principal Meridian, Seward County, Nebraska and being more particularly described as follows:

BEGINNING at the Northwest corner of Lot A, Block 25, Original Town of Seward; THENCE Easterly along the North line of said Lots A & B, on an assigned bearing of S 89°18'30"E a distance of 120.09', to the Northeast corner of said Lot B; THENCE Southerly on the East line of Lots B & C, Block 25, S 0°09'57"E 126.07', to the Southeast corner of said Lot C; THENCE Westerly along the South line of said Lots A & C, N 89°19'15"W 119.72', to the Southwest corner of said Lot A; THENCE Northerly along the West line of Lot A, Block 25, N 0°00'00"E 126.10', to the POINT OF BEGINNING.

Containing a total calculated area of 15,117.07 Square feet, or 0.35 acres, more or less. Subject to all easements, restriction, and reservations of record.

SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED, A DULY REGISTERED LAND SURVEYOR IN AND FOR THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT I CAUSED A SURVEY TO BE MADE OF THE FOREGOING DESCRIBED PROPERTY, AND THAT THE RESULTS OF SAID SURVEY ARE TRULY AND ACCURATELY DEPICTED HEREON, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

IN TESTIMONY WHEREOF WITNESS MY HAND AND SEAL THIS 2nd DAY OF December, 2015.

BILLY JOE KERR, LS #483

APPROVAL OF THE CITY COUNCIL

THIS PLAT APPROVED BY THE CITY COUNCIL OF SEWARD, NEBRASKA THIS _____ DAY OF _____, 20____.

MAYOR

ATTEST:

CITY CLERK

APPROVAL OF THE PLANNING COMMISSION

THIS PLAT OF UNDERWOOD COMMERCIAL ADDITION HAS BEEN SUBMITTED TO AND APPROVED BY THE SEWARD PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

CHAIRPERSON

ATTEST:

SECRETARY OF PLANNING COMMISSION

ENTERED ON TRANSFER RECORD THIS _____ DAY OF _____, 20____, AT _____ AND RECORDED IN DRAWER _____ OF THE PLAT RECORDS.

REGISTER OF DEEDS

FEE:

UNDERWOOD COMMERCIAL ADDITION
FINAL PLAT
SEWARD, SEWARD COUNTY, NEBRASKA

K & M INC.
LAND SURVEYING

6811 SOUTHFORK CIRCLE
LINCOLN, NE 68516
PHONE 402-476-3020
FAX 402-476-3138

OWNERS OF RECORD:

William A. & Ann M. Underwood
535 CHESTNUT CIRCLE
SEWARD, NE 68434
PRISTINE RENTALS, LLC
655 SOUTH STREET
SEWARD, NE 68434

LEGEND

P = PLATTED DISTANCE
M = MEASURED DISTANCE
● = FOUND 1" PIPE
■ = SET MONUMENT (#5 REBAR & CAP)

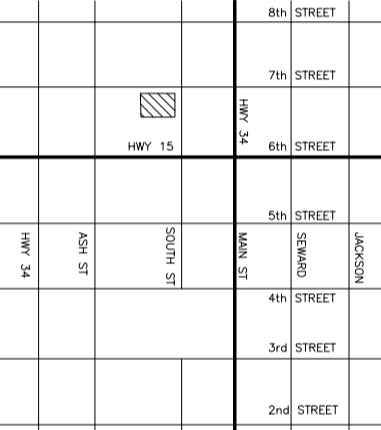
TOTAL AREA
15,117.07 sq. ft.
±0.35 ACRES

BENCH MARK

NGVD 1929 DATUM
— A 1" Pipe Being the Northeast Property corner of Lot 2, Block 25, Original Town of Seward.
Benchmark, N, EL=1477.45'

VICINITY MAP

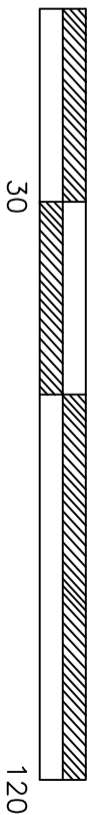
NOT TO SCALE



LEGEND

P = PLATTED DISTANCE
M = MEASURED DISTANCE
● = FOUND MONUMENT AS NOTED
■ = SET MONUMENT, #5 REBAR & CAP

GRAPHIC SCALE



DATE: 12-4-2015
SCALE: 1" = 30'
PROJECT # 1510108
SHEET 1 OF 1

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

ORDINANCE NO.

AN ORDINANCE TO APPROVE THE PLAT ENTITLED "UNDERWOOD COMMERCIAL ADDITION", CITY OF SEWARD, SEWARD COUNTY, NEBRASKA," AS HEREINAFTER SET FORTH, LOCATED AT THE SOUTHEAST CORNER OF SOUTH 7TH STREET AND SOUTH STREET; 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. **Plat and Dedication Approved.** The Plat and dedication of the following described real estate is hereby approved:

Legal Description: Lots A, B, & C, Administrative Replat of Lots 2, 3, and 6, Block 25, Original Town to the City, of Seward, located in Southwest Quarter of Section 21, Township 11 North, Range 3 East, of the 6th Principal Meridian, Seward County, Nebraska and being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 2, Block 25, Original Town of Seward:

THENCE Easterly along the North line of said Lot 2, an assigned bearing of S 89°18'30"E a distance of 120.09', to the Northeast corner of said Lot 2;

THENCE Southerly on the East line of Lots 2, 3, and 6, Block 25, S 0°09'57"E 126.07', to the Southeast corner of said Lot 6;

THENCE Westerly along the South line of said Lot 6, N 89°19'15"W 119.72', to the Southwest corner of said Lot 6;

THENCE Northerly along the West line of Lots 2, 3, and 6, Block 25, N 0°00'00"E 126.10', to the POINT OF BEGINNING.

Containing a total calculated area of 15,117.07 Square feet, or 0.35 acres, more or less. Subject to all easements, restrictions, and

reservations of record.

Section 2. **Plat Designated.** The plat of said real estate is hereby designated as "Underwood Commercial Addition", City of Seward, Seward County, Nebraska."

Section 3. **Filing and Recording of Plat.** An accurate plat of said real estate as platted and dedicated as heretofore set forth, certified to by an Engineer or Surveyor, together with a certified copy of this Ordinance shall be filed in the office of the Seward County Clerk, Seward, Nebraska.

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 as provided by law and City Ordinance.

Passed and approved this 19th day of January, 2016.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Attest:

Bonnie Otte
Assistant Administrator/
Clerk-Treasurer
Budget & HR Director

City of Seward, NE

Tuesday, January 19, 2016

Regular Session

Item G6

CONSIDERATION OF APPROVAL ON STAR STREET PROJECT - Bruce Smith

Administrative Report: The City has submitted an easement to the School District. Their attorney made some changes to it and City Attorney Hoffschneider is reviewing the changes to make sure we are not accepting any additional liability. Engineering for the project will cost \$8,000. The School Board and the property owners, through Council Member Beck, have agreed to pay those costs. It is my recommendation that the City do the construction work ourselves using the street crew and their equipment to save money. Estimated in-kind cost is \$13,000 which includes manpower and equipment costs. Actual out of pocket costs to the City will be much less.

Following review and discussion, Council to consider approval of the project.

Staff Contact:

City of Seward, NE
Tuesday, January 19, 2016
Regular Session

Item G7

**CONSIDERATION OF APPROVAL OF LEASE AGREEMENT
WITH WAKE FAMILY FOR SEWARD COMMUNITY GOLF
COURSE LAND - City Atty Hoffschneider**

Staff Contact:

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into as of this 31st day of December, 2015, by and between THOMAS H. WAKE, III and JAMES STEPHEN WAKE (hereinafter collectively referred to as "Lessor"), and THE CITY OF SEWARD, NEBRASKA, a Nebraska municipality (hereinafter referred to as "Lessee").

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Premises. Lessor hereby leases to Lessee the following real property (the "Premises"):

That portion of the Southeast Quarter of the Northeast Quarter (SE¼ NE¼) and the East Half of the Southeast Quarter (E½ S¼) of Section 17, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska owned by Lessor, consisting of approximately 77 acres more or less and currently developed as a golf course and including the area currently used as a driving range.

2. Term. The term of this Lease shall commence on January 1, 2016 and end on December 31, 2022, unless the term shall be terminated or extended as hereinafter provided. After the expiration of the initial Lease term, this Lease shall be automatically renewed for successive one-year terms, commencing on January 1 and expiring on December 31 of each year thereafter. If either Lessor or Lessee wishes to terminate the Lease at the expiration of its initial term or any renewal term, the terminating party shall give the other party written notice of the termination of the Lease on or before January 1 of the year of termination. For instance, to terminate the Lease as of December 31, 2022, notice must be given on or before January 1, 2022.

3. Rental. On or before January 1, 2016, and on or before each January 1 thereafter during the term of the Lease, Lessee shall pay rent in the amount of \$1,950. The annual payments beginning on January 1, 2016, are intended to reimburse Lessor for legal fees and other administrative and oversight costs which have been and will continue to be incurred by Lessor from time to time with regard to the Lease and the Premises.

4. Taxes and Assessments. Lessee shall pay, as additional rent to Lessor, before any fine, penalty, interest or cost may be added thereto, or become due or be imposed by operation of law for the non-payment thereof, all real estate taxes on the Premises. Lessee shall pay directly to the party owed, before any fine, penalty, interest or cost may be added thereto, or become due or be imposed by operation of law for the non-payment thereof, all personal property taxes (if any), assessments, water and sewer charges, charges for public utilities, excises, levies, license and permit fees and other governmental charges, general and special, of any kind and nature whatsoever, which at any time during the term of this Lease may be assessed, levied, confirmed, imposed upon, or become due and payable out of or in respect of, or become a lien on, the Premises or any part thereof or any appurtenances thereto, any use or occupation tax on the Premises, or such franchises as may be appurtenant to the use of the Premises, this transaction or any document to which Lessee is a party, in which document Lessee created an obligation which it is liable to repay (all such taxes, assessments, water and sewer rents, rates and charges, charges for public utilities, excises, levies, license and permit fees and other governmental charges being hereinafter referred to as "Impositions," and any of the same being hereinafter referred to as an "Imposition").

5. Liability Insurance.

- a. Amount. Lessee shall, at its own cost and expense, provide comprehensive general public liability and property damage insurance, including contractual liability insurance, protecting and indemnifying Lessor as an additional insured and Lessee as named insured, against any and all claims (including all costs and expenses of defending against same) for personal injury, sickness, disease or death or for damage or injury to or destruction of property (including loss of the use thereof) occurring upon, in or about the Premises or any adjoining properties, streets, alleys, passageways, sidewalks, gutters or curbs, in adequate and customary amounts, but in no event less than Three Million Dollars (\$3,000,000) in respect of personal injury, sickness, disease or death resulting from any one occurrence and One Million Dollars (\$1,000,000) in respect of damage or injury to or destruction of property from any one occurrence, with, however (at Lessee's election), a deductibility clause not to exceed Ten Thousand Dollars (\$10,000).
- b. Terms of Insurance. All insurance provided for in this Section 5 shall be effected under valid and enforceable policies issued by insurers of recognized responsibility. Each policy shall provide that it may not be cancelled as to the interest of Lessor, until at least thirty (30) days after receipt by Lessor of written notice thereof. Concurrently with the commencement of the term of this Lease and not less than ten (10) days prior to the expiration dates of expiring policies, a certificate of such insurance shall be delivered to Lessor.

6. Use of Premises. Lessee shall use the Premises exclusively as a golf course facility and for no other purpose. In conjunction with the golf course facility, Lessee shall maintain a clubhouse (on real property owned by Lessee which adjacent to the Premises) and may lease all or a portion of the clubhouse to a third party for purposes of operating a bar and restaurant. Further, in connection with operation of the golf course facility, Lessee may sublease all or a portion of the Premises to the operator of the bar and restaurant solely for the purposes of providing cart beverage service, including the sale of alcoholic beverages, to persons using the golf course. In connection with its use of the Premises as a golf course facility, Lessee agrees to explore opportunities for collaboration with the University of Nebraska-Lincoln in programs designed to enhance golf course management, landscape planning and hospitality services.

7. Condition of Premises.

- a. Environmental. Lessee shall conduct its operations on the Premises, and Lessee shall keep the Premises, in compliance with any and all federal, state and local laws, ordinances and regulations relating to environmental conditions on, under or about the Premises, including, but not limited to, soil and groundwater conditions. If as a result of an adverse environmental condition caused after Lessee's original occupancy of the Premises, Lessor is subjected to any liability whatsoever, then Lessee will indemnify and hold Lessor harmless against such liability. "Adverse environmental condition" is defined as:
 - i. the contamination of the soil, air or water (whether surface water or ground water) of the Premises by hazardous substances or hazardous wastes;
 - ii. the contamination of the soil, air or water (whether surface water or ground water) of any piece of realty adjoining the Premises due to a release of hazardous substances or hazardous wastes upon the Premises; or

- iii. the presence of hazardous substances or hazardous wastes which are stored upon the Premises.

“Liability” is defined as any claim or action (whether civil, criminal or administrative, and whether brought by any governmental entity or nongovernmental entity or person), judgment, settlement, damages, fine, penalty, loss or expense brought against, imposed upon, suffered by or paid by Lessor. Liability shall also include Lessor’s attorneys’ fees, court costs, consultants’ fees, and other litigation-related expenses.

Lessee expressly guarantees that it will assume all costs incurred in:

- (A) investigating the nature and severity of the adverse environmental condition;
 - (B) conducting studies to determine the impact of the adverse environmental condition upon the public health;
 - (C) eliminating the adverse environmental condition;
 - (D) conducting tests following the cleanup in order to determine whether Lessee’s remedial efforts have been successful; and
 - (E) compensating any person, or the estate, heirs or beneficiaries of such person, who suffered injury or death as a result of the adverse environmental condition.
- b. Condition. Lessee accepts the Premises, and all improvements thereon, in their existing condition and state of repair, and covenants that no representations, statements or warranties, express or implied, have been made by or on behalf of Lessor in respect thereto, or in respect to their condition, or the use or occupation that may be made thereof.
 - c. Responsibility to Maintain Condition. Lessor shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises. Lessee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises. Lessee shall maintain the Premises in good repair and condition in accordance with standards applicable to golf courses of a similar size and operation in the State of Nebraska.
 - d. Improvements. Lessee shall not erect any permanent improvements on the Premises without the Lessor’s prior written consent.
 - e. Additional Maintenance. Lessee shall mow the land lying immediately south of Country Club Drive that was formerly used as a driving range.
8. Liens.
- a. Restrictions. Lessee shall have no power to do any act or make any contract which may create or be the foundation for any lien, mortgage or other encumbrance upon the Premises; it being agreed that, should Lessee cause any alterations, rebuildings, replacements, changes, additions, improvements or repairs to be made, or labor

performed or material furnished, neither Lessor nor the Premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, new buildings, replacements, changes, additions, improvements and repairs, and labor and material, including all costs and expenses related thereto, shall be made, furnished, performed and paid at Lessee's expense, and Lessee shall be solely and wholly responsible to contractors, laborers and materialmen furnishing and performing such labor and material.

- b. Notice. Notice is hereby given that Lessor shall not be liable for any labor or materials furnished or to be furnished to Lessee upon credit or otherwise, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the Premises.

9. Paramount Title of Lessor. Nothing contained in this Lease shall authorize Lessee to do or refrain from doing any act which shall in any way encumber the title of Lessor in and to the Premises, nor shall the title, interest or estate of Lessor therein be in any way subject to any claim by way of lien or encumbrance, whether arising by operation of law or by virtue of an express or implied contract by Lessee. Any claim to a lien or encumbrance upon said Premises, arising from any such contrary act or omission of Lessee, shall accrue only against the leasehold estate of Lessee, and shall in all respects be subject and subordinate to this paramount title and right of Lessor in and to the Premises.

10. Covenant of Quiet Enjoyment. Lessor hereby warrants that if Lessee shall pay the rent herein provided for, and perform each and every of the covenants, undertakings and agreements of this Lease to be performed by Lessee, Lessee shall during the lease term freely, peaceably and quietly have and enjoy the Premises without molestation, hindrance, eviction or disturbance by Lessor, or by any other person or persons acting under or through Lessor, but subject always to the terms of this Lease.

11. Lessor's Right to Perform Lessee's Covenants.

- a. Failure to Pay. If Lessee shall at any time fail to pay any Imposition in accordance with the provisions of Section 4 hereof, or to take out, pay for, maintain or deliver any of the insurance policies provided for in Section 5 hereof, then Lessor, after twenty (20) days' notice to Lessee, and without waiving or releasing Lessee from any obligation of Lessee contained in this Lease, may, but shall be under no obligation to:
 - i. pay any Imposition payable by Lessee pursuant to the provisions of Section 4 hereof; or
 - ii. take out, pay for and maintain any of the insurance policies provided for in Section 5 hereof; or
 - iii. make any other payment on Lessee's part to be made as provided in this Lease.
- b. Additional Rent. All sums so paid by Lessor and all costs and expenses incurred by Lessor in connection with the performance thereof, together with interest thereon at the rate hereinafter specified from the respective dates of Lessor's making of each such payment or incurring of each such cost and expense, shall constitute additional rent payable by Lessee under this Lease and shall be paid by Lessee to Lessor on demand.

12. Subleases and Assignments by Lessee. Except as specifically provided herein, the Premises shall not be partitioned, assigned or subleased by Lessee.

13. Condemnation.

- a. Taking Entire Premises. In the event that at any time during the term of this Lease the whole of the Premises, or such part thereof which shall make the Premises unsuitable for Lessee's use thereof (as reasonably determined by Lessor), shall be taken or condemned by any competent authority for any public or quasipublic use or purpose by the exercise of the power of eminent domain (hereinafter referred to as "condemnation proceedings"), then this Lease shall terminate and expire as of and on the date of such taking.
- b. Partial Taking. If at any time during the term of this Lease only a part of the Premises shall be taken by condemnation proceedings and such taking does not make the Premises unsuitable for Lessee's use thereof (as reasonably determined by Lessor), this Lease shall not terminate and all the covenants, agreements and provisions hereof shall be and remain in full force and effect.
- c. Threat of Condemnation. The Premises or any part thereof shall be deemed to be taken by condemnation proceedings within the meaning of the foregoing provisions, and for foregoing provisions shall be applicable thereto, rule, regulation or proceeding under and in accordance with applicable law by a competent authority but is instead pursuant to a transfer or conveyance to or upon the order of such competent authority pursuant to the mutual consent or agreement of Lessor and Lessee.
- d. Condemnation Awards. All condemnation awards shall be the sole property of Lessor, except any portion of an award which is specifically allocated to Lessee's improvements to the Premises shall be the sole property of Lessee.

14. Surrender.

- a. Title to Buildings and Improvements. Lessee expressly covenants and agrees with Lessor that upon expiration of the term of this Lease, including any extension (if this Lease be extended), by lapse of time or upon the earlier termination of this Lease for any reason whatsoever, the buildings and improvements, and all right, title and interest of Lessee therein, shall be and become the property solely of Lessor, and Lessee shall have no further right, title or interest therein and this Lease shall in such event constitute and effect a conveyance, transfer and assignment of the buildings, without the execution of any further instruments of conveyance, assignment or transfer by or on behalf of Lessee. Notwithstanding the foregoing, Lessee covenants and agrees that it will promptly upon such termination execute such instrument or instruments of assignment, transfer and conveyance of the buildings and improvements as may be reasonably necessary to further evidence and make of record the provisions of this Section, or to confirm by way of further assurance the provisions hereof and the title of Lessor as a result of such termination to the buildings and, improvements.
- b. Entry. Upon the expiration of the term of this Lease, including any extension (if this Lease be extended), by lapse of time or upon the earlier termination of this Lease for any reason whatsoever, Lessee shall and will surrender and deliver up the buildings and the Premises into the possession and use of Lessor immediately, and Lessee hereby acknowledges and agrees that Lessor shall have the right in any event to enter into and upon the Premises and the buildings to take possession thereof, with or without process of law, and the right to expel and remove Lessee, using such force as may be reasonably

necessary, and such entry or possession shall not constitute a trespass or forcible entry or detainer.

- c. Adjustments. At the expiration of this Lease or of any extension (if this Lease be extended) appropriate adjustments shall be made between Lessor and Lessee of all properly adjustable items, to wit, taxes and assessments, rents, fuel, insurance, building supplies and any other items customarily adjusted between parties to a transaction similar to this transaction or between parties to a sale of similar real estate.

15. Defaults and Remedies Therefor.

- a. Event of Default. The occurrence of any one or more of the following events shall constitute an “event of default” hereunder:
 - i. If Lessee shall default in the payment of any rent required hereunder to be paid by Lessee, or any part thereof, when the same falls due under the provisions hereof and such default shall continue for thirty (30) days after written notice thereof to Lessee; or
 - ii. If Lessee shall default in the payment as herein provided of any tax charges, Impositions or other sums required hereunder to be paid by Lessee, and such default shall continue for thirty (30) days after written notice thereof to Lessee; or
 - iii. If Lessee shall default in the performance of any other covenant, promise or agreement on the part of Lessee contained herein and such default shall continue for thirty (30) days after notice thereof in writing by Lessor to Lessee, or if such default or condition which gives rise thereto cannot with due diligence and good faith be cured within such thirty (30) day period, if Lessee shall not in good faith and within the period of thirty (30) days commence upon the curing of such default and pursue the curing of same continuously and diligently and in good faith to the end that the same shall be cured within such minimum period in excess of thirty (30) days as may be reasonably necessary to cure such default through pursuing such curing promptly, diligently, continuously and in good faith; or
 - iv. If Lessee shall be adjudged bankrupt; or if Lessee shall file or admit the jurisdiction of the court and material allegations contained in any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the federal bankruptcy laws as now or hereafter amended, or Lessee shall institute any proceedings for any relief of Lessee under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or if Lessee shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Lessee or any of the property of Lessee; or if decree or order appointing a receiver of the property of Lessee shall be made and such decree or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of entry of granting thereof.
- b. Remedies. Upon the occurrence of any event of default, Lessor may at its option exercise any one or more or any combination of any one or more of the following remedies:

- i. Lessor may at any time during the continuance of such event of default terminate this Lease and declare the term hereof ended by giving Lessee notice of such termination, stating the date upon which such termination shall take effect, which date shall not be earlier than thirty (30) days from the date of giving such notice, whereupon this Lease and the term thereof shall expire and terminate on the date specified in such notice and Lessor shall thereupon have the right without further notice and either with or without process of law to re-enter the Premises and the buildings and to remove and put out Lessee and to repossess the Premises and the buildings;
 - ii. Lessor may enforce the provisions of this Lease and may enforce and protect the rights of Lessor hereunder by suit or suits in equity or at law for the specific performance of any covenant or agreement herein contained or for the enforcement of any other appropriate legal or equitable remedy; and
 - iii. Lessor shall be entitled to recover from Lessee all the rentals and other sums payable by Lessee or for which Lessee may be obligated for the period up to and including the termination date, and all costs and expenses, including court costs and attorneys' fees incurred by Lessor in the enforcement of its rights and remedies hereunder, and any other damages which Lessor shall have sustained by reason of the breach of any of the covenants.
 - c. Cumulative Remedies. The specified remedies to which Lessor may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Lessor may be lawfully entitled in case of any breach or threatened breach by Lessee of any provision of this Lease. The failure of Lessor to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option.
16. Notices. All notices, demands and requests which may or are required to be given by either party shall be in writing, sent by United States registered or certified mail, postage prepaid, addressed to the party's current mailing address.
17. Miscellaneous.
- a. Entire Agreement. This Lease contains all the agreements, representations and conditions made by and between the parties hereto. No provision of this Lease shall be changed orally or waived, modified, discharged or amended except by a writing duly signed by the party to be charged therewith.
 - b. Headings. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.
 - c. Relationship of Parties. The relationship between the parties hereto is that of Lessor and Lessee. Any suggestions arising out of anything herein contained that the relationship between the parties is that of master and servant, or principal and agent, or of a partnership or joint venture, or that Lessor is in any way liable for the debts, obligations or liabilities of Lessee, is hereby expressly negated.

- d. Invalid Terms. If any term or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- e. Binding Effect. All the covenants, agreements, stipulations, provisions, conditions and obligations herein expressed and set forth shall extend to, bind and inure to the benefit of, as the case may require, the heirs, executors, administrators, successors and assigns of Lessor and Lessee respectively as fully as if such words were written whenever reference to Lessor and Lessee occur in this Lease. This Agreement may not be assigned by Lessee without Lessor's prior written consent.
- f. Interest. Whenever interest is provided in this Lease to be paid, unless otherwise specifically provided, such interest shall be calculated at the rate of eight (8) percent per annum.
- g. Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Lease by reason of natural disaster, restrictive governmental law or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in doing acts required under the terms of this Lease, then performance of such act 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.

IN WITNESS WHEREOF, Lessor and Lessee have respectively set their names hereunto as of the day and year first above written.

LESSORS:

Thomas H. Wake, III,
by James S. Wake, Power of Attorney

James Stephen Wake

LESSEE:

THE CITY OF SEWARD, NEBRASKA

By: _____
Its Mayor

ATTEST:

City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__ by James S. Wake, individually and as power of attorney for Thomas H. Wake, III.

(S E A L)

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__ by Joshua Eickmeier, Mayor of the City of Seward, Nebraska, on behalf of the City.

(S E A L)

Notary Public

4811-1801-4764, v. 1

City of Seward, NE
Tuesday, January 19, 2016
Regular Session

Item G8

**CONSIDERATION OF APPROVAL OF CLOSING
DOCUMENTS FOR THE PURCHASE OF SEWARD COUNTRY
CLUB ASSETS - City Atty Hoffschneider**

Administrative Report: Additional documents were not completed at time of posting. They will be provided prior to the meeting.

Following review and discussion, a motion to approve the documents would be in order.

Staff Contact:

AFTER RECORDING RETURN TO:

CORPORATION
WARRANTY DEED

Seward Country Club Inc., a Nebraska Corporation, GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration, conveys to GRANTEE, City of Seward, Nebraska, the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

A tract of land in the Southeast Quarter (SE 1/4) of Section Seventeen (17), Township Eleven (11), North, Range Three (3), East of the Sixth P.M., Seward County, Nebraska, being described as follows: Commencing at a point on the north line of said Southeast Quarter, this point being 914.50 feet west of the Northeast Corner of said Southeast Quarter; thence S 00°00'00"E (assumed bearing) parallel with the east line of said Southeast Quarter, 75.00 feet to the true place of beginning; thence continuing S 00°00'00"E parallel with said east line of the Southeast Quarter, 224.22 feet; thence S35°32'04"E, 170.96 feet; thence S89°45'30"E, 135.21 feet; thence N 01°16'43"W, 65.95 feet to the southerly line of Country Club Drive in the City of Seward; thence N 58°02'02"W along said southerly line of Country Club Drive, 28.15 feet to the southerly extension of the west line of Lot 7, Block 2, Country Club Addition in the City of Seward; thence N 31°57'58"E along said west line of Lot 7, 160.00 feet to the Northwest Corner of said Lot 7; thence N 58°02'02"W on the westerly extension of the north line of said Lot 7, 89.93 feet; thence N01°09'38"E, 95.53 feet to a point 75.00 feet south of the north line of said Southeast Quarter; thence N 89°09'38"W, 220.00 feet to the place of beginning.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

1. is lawfully seized of such real estate and that is free from encumbrances, EXCEPT subject to easements, reservations, and restrictions of record;
2. has legal power and lawful authority to convey the same;
3. warrants and will defend title to the real estate against the lawful claims of all persons.

Executed: December 14, 2015.

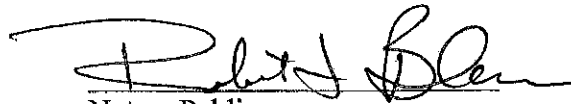
Seward Country Club Inc., a Nebraska Corporation

By 
Richard L. Hill, President

STATE OF NEBRASKA)

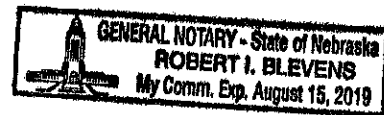
COUNTY OF Seward)

The foregoing instrument was acknowledged before me this 14th day of December, 20 15 by Richard L. Hill, President of Seward Country Club Inc., a Nebraska Corporation.


Notary Public

My Commission Expires: August 15, 2019

File No. TS049474-



AFFIDAVIT AS TO DEBTS AND LIENS

THE STATE OF NEBRASKA §
COUNTY OF Seward §

File # TS049474-

BEFORE ME, the undersigned authority, on this day, personally appeared the undersigned (hereinafter called Affiant) (whether one or more) and each on his oath, deposes and says, as follows:

1. Affiant is a member of The Seward Country Club, a Nebraska Non Profit Corporation (hereinafter "owner") the owner of the following described property, to-wit:

A tract of land in the Southeast Quarter (SE 1/4) of Section Seventeen (17), Township Eleven (11), North, Range Three (3), East of the Sixth P.M., Seward County, Nebraska, being described as follows: Commencing at a point on the north line of said Southeast Quarter, this point being 914.50 feet west of the Northeast Corner of said Southeast Quarter; thence S 00°00'00"E (assumed bearing) parallel with the east line of said Southeast Quarter, 75.00 feet to the true place of beginning; thence continuing S 00°00'00"E parallel with said east line of the Southeast Quarter, 224.22 feet; thence S35°32'04"E, 170.96 feet; thence S89°45'30"E, 135.21 feet; thence N 01°16'43"W, 65.95 feet to the southerly line of Country Club Drive in the City of Seward; thence N 58°02'02"W along said southerly line of Country Club Drive, 28.15 feet to the southerly extension of the west line of Lot 7, Block 2, Country Club Addition in the City of Seward; thence N 31°57'58"E along said west line of Lot 7, 160.00 feet to the Northwest Corner of said Lot 7; thence N 58°02'02"W on the westerly extension of the north line of said Lot 7, 89.93 feet; thence N01°09'38"E, 95.53 feet to a point 75.00 feet south of the north line of said Southeast Quarter; thence N 89°09'38"W, 220.00 feet to the place of beginning.

2. Owner is desirous of selling the above described property and has requested Title Services of Blue Valley, agent for Old Republic National Title Insurance Company, to issue a title policy guarantying the title of same to the purchaser and purchaser's lender, if any.
3. In connection with the issuance of such policy, Affiant makes the following statement of facts:

a. There are no loans of any kind on such property except the following, if None, state "None":
IF THIS ITEM IS LEFT BLANK, AFFIANT ACKNOWLEDGES THAT THERE ARE NONE.

Creditor

Approximate Principal Amount Currently Due

Old Republic National Title Insurance Company

\$ 241,000.00

- b. That Owner owes no past due Federal or State taxes and that there are no delinquent Federal assessments presently existing against Owner, and that no Federal or State Liens have been filed against Owner.
- c. That there are no delinquent State, County, City, School District, Water District or other governmental agency taxes due or owing against said property and that no tax suit has been filed by any State, County, or other governmental agency for taxes levied against said property.
- d. All labor and material used in the construction of improvements or repairs, if any, on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or repairs, if any, or the property upon which same are situated, and Affiant

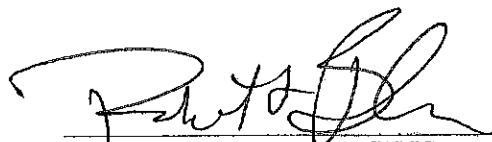
hereby declares that all sums of money due for the erection of improvements or repairs, if any, have been fully paid and satisfied and there are no Mechanic's or Materialmen's liens against the hereinabove property.

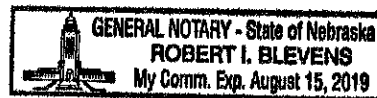
- e. That there are no judgment liens filed against Owner.
 - f. That there are no suits pending against Owner in Federal or State Court.
 - g. That Affiant knows of no adverse claim to the hereinabove described property and that so far as Affiant knows there are no encroachments or boundary conflicts.
 - h. That Owner has not heretofore sold, contracted to sell or conveyed any part of said property other than in connection with this sale.
 - i. That Owner is solvent and no petition for bankruptcy has been filed for or against Owner
 - j. That to the best of the Affiants knowledge, there are no other parties that may assert claims adverse to the interest of the fee simple title holders of record, or claims arising under lease, option, contract, or other instrument purporting to create any interest in the property, not appearing of record.
4. Affiant recognizes that but for the making of the hereinabove statements of fact relative the hereinabove described property, Title Services of Blue Valley, and Old Republic National Title Insurance Company would not issue a title policy on said property and that such statements have been made as a material inducement for the issuance of such policy.

WITNESS my hand this 14 day of December 2015.


Richard L. Hill, President

SWORN TO AND SUBSCRIBED BEFORE ME, by the said Richard L Hill, this 14 day of December 2015.


NOTARY PUBLIC



ESCROW INSTRUCTIONS
Title Services of Blue Valley, LLC
104 S. 5th St., Suite 205, Seward, NE 68434
PHONE: 402-643-4615 FAX: 402-643-4693

ESCROW OFFICER: Sarah Kulhanek

FILE NO.: TS049474-

SELLER:

Seward Country Club Inc.
1046 Country Club Drive
Seward, NE 68434

BUYER:

City of Seward, Nebraska
Attn: Bruce Smith
537 Main St.
Seward, NE 68434

Hereby employ Title Services of Blue Valley, LLC to act as ESCROW AGENT in connection with the sale of the hereafter described property upon the following terms and conditions, including the **General Provisions** incorporated herein, and further evidenced on that Purchase Agreement dated _____ and any addendums and/or counter offers thereto.

THESE INSTRUCTIONS ARE NOT BINDING UPON ESCROW AGENT UNTIL FULLY EXECUTED AND DEPOSITED WITH ESCROW AGENT.

SELLER REPRESENTS PROPERTY ADDRESS TO BE:

1046 Country Club Dr.
Seward, NE 68434

SALES PRICE	\$350,000.00
-------------	--------------

Which is represented by:

Earnest money deposited herewith

\$0.00

New Loan Amount

To be Determined

Seller to pay any existing encumbrances in full at the close of escrow, if applicable.

Buyer to pay all loan closing costs and pre-pays as allowed by law.

SEE THE FOLLOWING PAGES FOR CONTINUED TERMS AND CONDITIONS

THESE ESCROW INSTRUCTIONS CONSIST OF 3 PAGES, PLUS ANY NOTED EXHIBITS

Seward Country Club Inc.

City of Seward, Nebraska


By Richard L. Hill, President

By Joshua Eickmeier, Mayor

GENERAL PROVISIONS

SELLER AND BUYER AGREE:

1. That Escrow Agent, in connection with these instructions, cannot give legal advice to any party hereto.
2. To deposit with Escrow Agent all documents and monies necessary to complete the sale as established by the terms of these Instructions. Escrow Agent will not be required to disburse any funds or deliver or record any documents unless and until it has received GOOD FUNDS, as such funds are defined in Neb. Rev. Stat. §76-2,121(3) 1994.
3. That all funds for the escrow, including the earnest deposit, be paid to Escrow Agent unless otherwise specified and that the disbursement of any funds be made by check or wire of Escrow Agent.
4. Escrow Agent, upon request, is authorized to provide COPIES of escrow closing agreement, title insurance commitment, closing settlement statements, notice of cancellation and any supplements and/or revisions thereto, loan documents, financial information, approval letters, appraisals, inspection reports, contracts, payoffs, transaction documents, and other nonpublic personal information in connection with the transaction to the real estate broker(s), real estate agent(s), lender(s), buyer(s), seller(s), and respective attorney(s). Execution of FINAL CLOSING DOCUMENTS by Buyer(s) and Seller(s) shall be done in accordance with instructions from Escrow Agent. **PHOTO IDENTIFICATION OF ALL SIGNATORIES WILL BE REQUIRED.**
5. Escrow Agent is authorized to pay amounts necessary to procure documents and pay charges and obligations necessary to consummate this transaction, including but not limited to, such fax charges, overnight mail charges, and acquisition of good funds.
6. Further, Buyer does hereby certify that Buyer is aware that the Federal Deposit Insurance Corporation ("FDIC") coverage only applies to a cumulative maximum amount of \$250,000.00 for each individual depositor for all of depositor's accounts at the same, or related, institution. The funds for this settlement are being deposited in Agent's general trust account ("Trust Account") for disbursement. Buyer understands that Agent assumes no responsibility for, nor will Buyer hold Agent liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's account to exceed \$250,000.00, and that the excess is not insured by the FDIC. Buyer further understands that FDIC insurance is not available on certain types of bank instruments, including but not limited to, repurchase agreements and letters of credit. Agent's Trust Account may include such bank instruments.
7. That Escrow Agent will order inspections and/or services at its discretion. Should repairs be necessary as a result of the inspections on the Purchase Agreement and authorized on the Authorization to Obtain Inspections and/or Services (Order Form), or Lender requirements, all parties will be notified. Repairs must be completed and proof of completion provided to Escrow Agent prior to closing. In the event repairs cannot be completed, funds will be held in escrow with applicable Escrow Fees being charged, unless otherwise instructed and mutually agreed upon.
8. Escrow Agent is authorized to act upon any statement furnished by a lienholder or his agent, without liability or responsibility for the accuracy of such statements.
9. Escrow Agent is authorized to pay from available funds held by it for said purposes any amounts necessary to procure documents and to pay charges and obligations necessary to consummate this transaction.
10. Escrow Agent shall have no responsibility to see that hazard insurance provided for herein is renewed upon expiration or otherwise kept in force, either during the interim and/or subsequent to close of escrow.
11. That when these instructions and all title requirements of the title commitment have been complied with and Escrow Agent is in receipt of fully executed settlement statements. Escrow Agent is authorized to deliver or record in the appropriate public office all necessary documents, disburse all funds and have said Title Insurance Policy issued or request that the same be issued. Fax or email signatures will be accepted on closing settlement statements; however, originals must follow.
12. That any amendments or addendums to these escrow instructions shall be in writing, executed by the Seller and Buyer. Escrow Agent shall not be bound by any unilateral instructions.
13. To indemnify and save harmless Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities which it may incur or sustain in connection with these instructions or any interpleader action and will pay the same on demand, including but not limited to, inspections or title insurance cancellation fees.

14. If any date for compliance with these instructions occurs on a day Escrow Agent is closed for business, the requirement may be met on the next succeeding day Escrow Agent is open for business. Close of Escrow shall mean the effective date all monies are disbursed.
15. In the event of forfeiture of the earnest money made by a prospective buyer, and Seller has retained the services of a real estate brokerage firm (Realtor), the earnest money received, after payment of expenses due and incurred by Escrow Agent under the terms of this Agreement, and after payment of expenses incurred by Realtor, shall be divided between Realtor and Seller, one-half thereof to Realtor, but not to exceed the commission agreed upon between Seller and Realtor, and the balance to Seller. Seller authorizes Realtor to deliver to Escrow Agent, a copy of the listing agreement executed by Seller for purposes of substantiation of the payment of expenses set forth in this paragraph.
16. Escrow Agent shall, within three (3) days after receipt of any Notice, Demand or Declaration, including those received by facsimile, send it to the party to whom it is directed by enclosing a copy of said instrument in an envelope addressed to said party at the last written address which said party shall have filed with Escrow Agent. If no written address has been filed, the notice shall be sent in care of General Delivery at the City in which the office of the escrow Agreement is located as shown on the first page of these instructions. The notice shall be deposited in the United States mail. The mailing of any such instrument by Escrow Agent in the manner herein provided shall constitute notice of the contents of such instrument to the party to whom the instrument is directed as of the date of such mailing and no further notice shall be required.
17. Escrow Agent will not accept payments under a cancellation notice, unless in the form of a certified or cashier's check or money order.
18. Escrow Agent has the right to resign upon written notice thereof mailed to the parties ten (10) business days prior to the Effective date. If such right is exercised, all funds and documents shall be returned to the party who deposited them except documents executed by both Seller and Buyer which shall be retained in the cancelled Escrow file.
19. Escrow Agent, may at its election, in the event of any conflicting demands made upon it concerning these instructions or this Escrow, hold any money and documents deposited hereunder until it receives mutual instructions by all parties or until a civil action shall have been concluded in a court of competent jurisdiction, determining the rights of the parties. In the alternative, Escrow Agent may at any time at its discretion, commence a civil action to interplead any conflicting demands to a court of competent jurisdiction. In the event of any interpleader action commenced by Escrow Agent, Escrow Agent shall be entitled to recover reasonable attorney's fees and expert witness expenses together with all costs incurred in such action. The order discharging Escrow Agent shall provide for the payment of such fees and expenses from the amount deposited into court by Escrow Agent and, to the extent such sum is insufficient to fully reimburse Escrow Agent, the court shall designate the party or parties responsible for any additional payment.
20. In the event of any litigation or arbitration relating to the interpretation or enforcement of these instructions or any provision hereof or seeking a declaration of the rights and obligations of any party hereunder, the prevailing party or parties in such proceedings will be entitled to recover, in addition to any other available remedy, reasonable attorney's fees, expert witness fees, and all costs incurred therein, which fees and expenses shall be determined by the court or arbitrator, and not by a jury, in a separate proceeding. The rights of Escrow Agent under this provision are in addition to any rights that Escrow may have under any indemnification provision of these instructions. Any action shall be commenced in the county in which the real property subject to these instructions is situated.
21. To complete and execute the Standard Account Servicing Instructions of Escrow Agent if Escrow Agent is hereby employed and appointed to act as Account Servicing Agent.
22. The title insurance to be provided, unless otherwise specified, shall be evidenced by the standard coverage form of title insurance of Old Republic Title Insurance Company, on file with the Insurance Director of the State of Nebraska subject to exceptions shown in the commitment for Title Insurance Policy of Title Insurance issued.

CORPORATION RESOLUTION

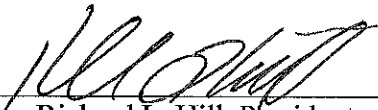
The undersigned, being all of members of the Board of Directors of The Seward Country Club, Inc., a Nebraska Corporation, pursuant to Section 21-2090 of the Nebraska Business Corporation Act, hereby consent to the following resolutions as adopted at a regular or special meeting of the Board of Directors of the Corporation.

WHEREAS, said Board of Directors deem it to be in the best interest of the Corporation to authorize Richard L. Hill, President, to execute any and all documents necessary and customary to buy, sell, lease, encumber, or otherwise convey real and personal property, whether in the ordinary course of business or otherwise, on behalf of the Corporation.

NOW, THEREFORE BE IT:

RESOLVED, that Richard L. Hill, President, is hereby authorized to enter into any and all documents and agreements on behalf of the Corporation.

RESOLVED FURTHER, that Title Services of Blue Valley, LLC, shall be entitled to rely on such resolutions until written notice of their repeal shall be delivered to Title Services of Blue Valley, LLC, at its office in Seward, Nebraska.



Richard L. Hill, President

12/14/15

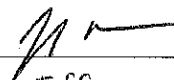
Dated



Jim Quist, Secretary

12/14/15

Dated



Jeffery Spahr, Vice President

12/14/15

Dated

Dated

File No. TS049474-

City of Seward, NE
Tuesday, January 19, 2016
Regular Session

Item G9

**CONSIDERATION OF A RESOLUTION FOR THE SALE OF
SURPLUS PROPERTY - Bruce Smith**

Administrative Report: The listed items on the resolution have been determined surplus by the Department Heads. Following review and discussion, a motion to approve said resolution would be in order.

Staff Contact:

RESOLUTION NO.

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

WHEREAS, as outlined under Section 1-926 of the City Code, in order for the City to sell property having a value of \$5,000 or more, the City Council shall declare said property as surplus property and approve its disposal; and

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

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

City of Seward - Surplus Property Auction Items

Trailer Running Gear (steering froze)
(Electric)
100 watt HPS Street Light Heads "Post
Top" (Electric)
30 Ft. Street Light Poles -1 lot
(Electric)
76 Ford Dump Truck (Electric)
96 Chevy 1/2 Ton Pick up
(white) (Electric)
1994 Chevy Passenger Astro Van
(Blue) (Building)
Ford Blue Tractor (Parks)
Toro Mower 16 Ft. (Parks)
Tommy Lift Tail gate unit (Parks)
1993 Dodge 1/2 ton (white) (W/Water)
1995 Ford work Van (White) (W/Water)
Garage door (w/Water)
Ford Back hoe (W/Water)
1996 Chevy work Van (White) (W/Water)
Ariens 3210 Snow Blower (Parks)
82 Ford Dump Truck (yellow) w/snow plow
(Street)
Stainless Salt spreader (Street)
Stainless Salt spreader (Street)
Fuel tank & Stand (250 gal) (Cem)
Score Boards (x2) (Parks)

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

That the above described property be sold or destroyed by the City of Seward in accordance with the procedures set forth in Section 1-926 of the Seward City Code.

The Mayor declared the resolution adopted.

Dated: February 2, 2016

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Bonnie Otte
Assistant Administrator/
Clerk-Treasurer/
Budget & Human Resource Director

(SEAL)

City of Seward, NE
Tuesday, January 19, 2016
Regular Session

Item G10

CITY ADMINISTRATOR'S REPORT- Bruce Smith

Administrative Report: The City Council will receive an update on capital and other on-going projects.

Staff Contact:

CITY ADMINISTRATORS REPORT - 1-19-16

- Numerous meetings on the Seward Country Club. Working on golf cart lease, Nate's on the Nine lease, etc.
- Department head meetings as well as many individual meetings with employees through the week.
- Talked with Don Olson of Utica about the RTSD. Has a study he is sending to me.
- Completed employee targets.
- Met with Chad from NPPD about Power Contract.
- Conference call on Siphon Project.
- Attended the Table Top exercise for Seward County Emergency Management with our Department heads.
- Employee interviews for the two open position and made offers of employment that were accepted.
- Attended the Chamber/SCEDC Vision Group meeting
- Attended the Chamber of Commerce lunch
- Attended the Siphon Project construction kick-off meeting
- Attended the CAR LB840 oversight committee meeting

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

- Working on a surplus property list for a future sale
- Finalized targets for the prior 6 months
- Working on 2016 contractor registration renewals
- Completed open records request
- Conduct interviews with golf course applicants and made employment offers to two individuals
- Trimming street trees and trees in parks and cemetery.
- Cleaned streets after storms
- Patching streets
- Working on Ox Bow clean out
- Continuing the installation of LED street lights.
- Removed Christmas lights
- One of the officers began teaching DARE classes
- Repaired Muffin Monster at WWTP
- Continued Hauling sludge to city owned fields
- Seward County Justice Center inspections.
- Attended the Planning Commission Meeting
- Working on updating property maintenance code violation list.
- Attended the Park and Rec Board meeting
- Programs continue including 3 on 3 volleyball, and men's basketball.
- Youth basketball games begin January 24.
- Painted trash cans and picnic tables.
- General maintenance of all facilities, doing utility locates.

City of Seward, NE
Tuesday, January 19, 2016
Regular Session

Item G11

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR
ADMINISTRATIVE ACTION - Mayor Eickmeier**

Administrative Report: This item is to allow Council members an opportunity to request future agenda items. To remain in compliance with the open meetings law, no discussion of an item will be allowed beyond what is necessary to clarify the request.

Staff Contact:

City of Seward, NE
Tuesday, January 19, 2016
Regular Session

Item G12

**ANNOUNCEMENT OF UPCOMING EVENTS - Mayor
Eickmeier**

February 5 - Annual City Employee Recognition Event - Nate's on the Nine - 6:00 p.m.

Staff Contact:

City of Seward, NE
Tuesday, January 19, 2016
Regular Session

Item G13

MOTION TO ADJOURN

Staff Contact: