

AGENDA

SEWARD CITY COUNCIL MEETING

Tuesday, February 17, 2015 @ 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, February 17, 2015, 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. INTRODUCTIONS, SPECIAL PRESENTATIONS & PROCLAMATIONS - Mayor Eickmeier

- A. Presentation by Seward Veterans of Foreign Wars of Officer of the Year Award to Chief of Police Alan Baldwin

2. CONSIDERATION OF APPROVAL OF DRAFT MINUTES OF FEBRUARY 3, 2015 - Bonnie Otte

3. CONSIDERATION OF CONSENT AGENDA

- A. Claims & Payables Reports
- B. City Clerk-Treasurer Report
- C. City Codes Director Report
- D. Police Department Report

- E. Seward County Economic Development Corporation Director's Report
- F. Infrastructure Cost Items Reimbursable Back to the City
- 4. **PUBLIC HEARING - 7:00 P.M. - PRESENTATION AND DISCUSSION OF ONE AND SIX YEAR STREET IMPROVEMENT PLAN - John Hughes**
 - A. Consideration of a Resolution Adopting the 2015 One and Six Year Street Improvement Plan
- 5. **PUBLIC HEARING - 7:00 P.M. - PRESENTATION AND ACTION ON ENERGY ELEMENT TO COMPREHENSIVE PLAN - John Hughes**
 - A. Consideration of an Ordinance Amending the Comprehensive Plan with the Inclusion of the Energy Element
- 6. **CONSIDERATION OF A LEASE AGREEMENT WITH ALLTEL COMMUNICATION OF NEBRASKA, INC d/b/a VERIZON WIRELESS FOR PLACEMENT OF EQUIPMENT ON THE CITY'S WATER TOWER - Joe Coyle & John Hughes**
- 7. **PRESENTATION AND CONSIDERATION OF ACCEPTANCE OF AUDITOR'S REPORT FOR YEAR ENDED SEPTEMBER 30, 2014 - Ryan Burger, Gabriel, Burger & Else**
- 8. **LIBRARY ANNUAL REPORT - Becky Baker**
- 9. **CONSIDERATION OF CLAIM FROM CONNIE SEITSINGER, 848 N 6TH ST FOR PERSONAL PROPERTY DAMAGE - Jack Vavra**
- 10. **CONSIDERATION OF FARM LEASE AGREEMENT WITH MIKE GERDES - City Atty Hoffschneider**
- 11. **CONSIDERATION OF FARM LEASE AGREEMENT WITH CHRIS BECKLER - City Atty Hoffschneider**
- 12. **CONSIDERATION OF FARM LEASE AGREEMENT WITH MARLIN LUEBBE - City Atty Hoffschneider**
- 13. **CONSIDERATION OF FARM LEASE AGREEMENT WITH JOHN HEATH - City Atty Hoffschneider**
- 14. **CONSIDERATION OF THREE FARM LEASE AGREEMENTS WITH DAN KOUMA - City Atty Hoffschneider**
 - A. Parcel 1
 - B. Parcel 2
 - C. Parcel 3
- 15. **CONSIDERATION OF APPROVAL OF BID SPECIFICATIONS FOR ONE NEW AMBULANCE - John Singleton**
- 16. **DISCUSSION AND ACTION ON WAGE AND BENEFIT COMPREHENSIVE STUDY - Jack Vavra & Bonnie Otte**
 - A. Consideration of an Ordinance Approving the Comprehensive Pay Plan effective December 1, 2014.

**17. CONSIDERATION OF REAL ESTATE OPTION AND ACCESS AGREEMENT WITH
PHYLLIS MAE AEGERTER - City Atty Hoffschneider**

18. CAPITAL PROJECTS UPDATE - John Hughes

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

20. ANNOUNCEMENT OF UPCOMING EVENTS - Mayor Eickmeier

A. League of Nebraska Municipalities Mid-Winter Conference – February 23 & 24, 2015

21. 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 13th day of February, 2015.

Bonnie Otte

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

City of Seward, NE
Tuesday, February 17, 2015
Regular Session

Item G1

**INTRODUCTIONS, SPECIAL PRESENTATIONS &
PROCLAMATIONS - Mayor Eickmeier**

Presentation by Seward Veterans of Foreign Wars of Officer of the Year Award to Chief of Police Alan Baldwin

Staff Contact:

City of Seward, NE
Tuesday, February 17, 2015
Regular Session

Item G2

**CONSIDERATION OF APPROVAL OF DRAFT MINUTES OF
FEBRUARY 3, 2015 - Bonnie Otte**

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

Staff Contact:

February 3, 2015

The Seward City Council met at 7:00 p.m. on Tuesday, February 3, 2015, 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: Charles Lieske, Ellen Beck, Dean Fritz, Barbara Pike, John Singleton, Chris Schmit, Dick Hans. Other officials present: City Attorney Kelly Hoffschneider. Absent: Councilmember Sid Kamprath and Interim City Administrator Jack Vavra.

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 Resolution Number 14-99, which was adopted on the 17th day of August, 1999; said method stating that the notice of such meeting, with the agenda thereon, be posted in the following places: City Hall, County Courthouse 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 in the front window 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. INTRODUCTIONS, SPECIAL PRESENTATIONS & PROCLAMATIONS

Building/Zoning & Code Enforcement Director Ed Gonzalez introduced Brandon Wood who was recently hired as the Permits Technician.

2. APPROVAL OF MINUTES OF JANUARY 20, 2015 COUNCIL MEETING

Councilmember Pike moved, seconded by Councilmember Singleton, that the minutes of the January 20, 2015 City Council meeting be approved.

Aye: Schmit, Hans, Lieske, Beck, Pike, Singleton, Fritz

Nay: None

Absent: Kamprath. Motion carried.

3. CONSENT AGENDA CONSIDERATION ITEMS

Councilmember Lieske stated he would abstain from discussion or voting on the Consent Agenda as the claims list includes payment to his employer.

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

A. Claims & Payables Reports

B. Infrastructure Cost Items Reimbursable Back to the City.

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CLAIMS LIST
2-3-15
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.

Payroll	166,199.54
Alliance Technologies, Se	9,769.06
Alamar Uniforms, Uniforms	104.29
Blue River Jewelry, Se	11.50
Time Warner Cable, Se	79.38
Chase Card Services	1,863.31
Walmart, Su, Re	454.35
Amazon.com, Su, Eq	503.78
DHW Buckstaff, Eq	52.36
McVicker Auto Trim, Re	232.88
Lowe's, Bu	198.00
Radiatorexpress.com, Bu	277.61
PayPal, Su	15.99
DNH*GoDaddy.com, Misc	30.34
GCI*MSCN-Frnd-WB, Emp Service Awd	80.00
NE State Patrol, Se	18.00
Seward Area Chamber of Commerce, Emp Awards, Misc	900.00
Petty Cash, Su	247.91
Constellation NewEnergy Gas, Ut	2,183.40
Library Petty Cash, Su	147.92
Cornhusker Press, Su	107.13
Continental Fire/Alarm/Detect, Bu	1,443.88
Commonwealth Electric Co, Bu	936.67
Ditch Witch of Omaha, Eq	45,187.94
Electric Fund, Ut	45,368.01
Seward Buildings/Grounds, Operations	2,000.00
Fastenal Company, Su, Re	361.33
Gabriel Burger & Else, Se	1,750.00
GP Tech Solutions, Su	108.91
H & S Plumbing Heating & AC, Re	22.80
Hobson Automotive & Tire, Re	805.25
Intoximeters, Su	37.50
Jones National Bank & Trust, Ex	68.00
Jackson Services, Inc, Ma	123.12
Kriz-Davis, Su	23,438.35
Inland Truck Parts & Service, Re	2,371.95
Capital Business Systems, Se	302.36
Mattson Ricketts Law Firm, Se	4,950.00
Metering & Technology Solution, Re	644.50
Midwest Turf & Irrigation, Su	292.44
Midwest Service & Sales, Su	1,084.36
Mid-American Benefits Inc, Ins	1,822.13
Verizon Wireless, Se	36.65
Nebraska Treasurer, Ex	97.97
Nebraska Machinery Company, Re	266.00
Orscheln Farm & Home, Su, Bu	353.59
O'Reilly Auto Parts, Su, Re	124.41
Northern Safety Co, Su	530.25
Fast Mart, Su	38.55
Pitney Bowes, Ex	105.00
Quill Corp, Su	544.01

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Sam's Club, Bu, Su	376.35
Sam's Club, Su, Bu	555.35
Patricia Sanley, Misc	15.00
Olsson Associates, Se	654.54
Nebraska Public Health Env Lab, Se	469.00
Plains Equipment Group, Re	80.12
Hireright Solutions, Se	68.30
Gerhold Concrete, Re	244.86
St. PJ Supply, Su	23.45
Sports Express, Su	258.75
Nebraska Equipment, Re	49.89
Trans-Alarm, Inc., Se	324.00
US Cellular, Se	53.32
Seward Veterans Foreign Wars, Emp Dinner	1,680.50
Wesco Distribution, Su	2,514.50
Randy Sanley, Su	33.34
Delta Star, Ci	349,376.45
Waterloo Tent & Tarp, Eq	1,816.54
Auto Kraft Upholstery, Re	495.00
Woodhouse Auto, Eq	1,000.00
Nebraska Code Officials Assc, Ex	100.00
Municipal Automation & Control, Se	755.00
Total	<u>677,773.63</u>

Aye: Schmit, Hans, Beck, Fritz, Pike, Singleton

Nay: None

Abstain: Lieske

Absent: Kamprath. Motion carried

4. CONFIRMATION OF MAYOR'S APPOINTMENTS

Councilmember Lieske moved, seconded by Councilmember Schmit, that the Mayor's reappointment of Councilmember Dean Fritz and Councilmember Barb Pike to the Seward Foundation for a 1-year term be approved.

Aye: Schmit, Hans, Beck, Lieske, Fritz, Pike, Singleton

Nay: None.

Absent: Kamprath. Motion carried.

Councilmember Pike moved, seconded by Councilmember Beck, that the Mayor's reappointment of Dennis Erks, Ken Schmieding, and Justin Hartman to the Park & Recreation Board for a 3-year term be approved.

Aye: Schmit, Hans, Beck, Lieske, Fritz, Pike, Singleton

Nay: None.

Absent: Kamprath. Motion carried.

Councilmember Fritz moved, seconded by Councilmember Pike, that the Mayor's appointment of Millie Guthrie (replace Nita Goings) and Del Peters (replace Wilma Luth) and reappointment of Clifford Lowell and Councilmember Chris Schmit to the Seward Aging Services Commission for a 2-year term be approved.

Aye: Schmit, Hans, Beck, Lieske, Fritz, Pike, Singleton

Nay: None.

Absent: Kamprath. Motion carried.

Councilmember Schmit moved, seconded by Councilmember Singleton, that the Mayor's reappointment of Mike Hecker to the Community Redevelopment

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Authority for Tax Increment Financing for a 5-year term be approved.

Aye: Schmit, Hans, Beck, Lieske, Fritz, Pike, Singleton

Nay: None.

Absent: Kamprath. Motion carried.

Councilmember Beck moved, seconded by Councilmember Fitz, that the Mayor's acceptance of the resignation of Gary Fett from the LB840 Sales Tax Application Review Board be approved.

Aye: Schmit, Hans, Beck, Lieske, Fritz, Pike, Singleton

Nay: None.

Absent: Kamprath. Motion carried.

5. CONSIDERATION OF CLAIM OF GARY ROLF, 404 LINCOLN STREET FOR PERSONAL PROPERTY DAMAGE

Gary Rolf, 404 Lincoln St. addressed the City Council and requested reimbursement of expenses in the amount of \$811.50 related to sewer backup into his basement on January 18, 2015. Mr. Rolf stated he did not lose any personal property; however, the expenses were related to the charges from Roto Rooter, Marlin's Plumbing, Heating & AC, and his personal labor. He stated the City did not have his private sewer line accurately located in their mapping system. If it had been marked correctly, a lot of time and an additional expense would have been saved.

City Attorney Hoffschneider stated, past practice has been to deny these claims and forward them to the City's insurance carrier. He added that a deductible may be applicable.

Councilmember Lieske moved, seconded by Councilmember Pike to reimburse Gary Rolf in the amount of \$811.50 for personal expenses related to a sewer backup in his home.

Aye: Schmit, Hans, Beck, Lieske, Fritz, Pike, Singleton

Nay: None.

Absent: Kamprath. Motion carried.

6. CONSIDERATION OF A RESOLUTION CALLING WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2010, FOR REDEMPTION

D.A. Davidson, Paul Grieger addressed the Council stating the Series 2010 Water System Revenue Refunding Bonds are callable any time on or after March 30, 2015. Mr. Grieger stated he believed the City could refinance these bonds at a lower interest rate of around 2% (currently 3.77%) and save approximately \$100,000.

Councilmember Schmit expressed concern that the proposed reissue added \$125,000 dollars to the bond to pay costs of issuance and underwriting. He stated the proposed savings are lost with the added costs.

There was additional discussion as to whether there were other bonds or upcoming projects to "bundle" to save costs on the issues. Mr. Grieger explained that D.A. Davidson, as well as Gilmore Bell, base their fees on the size of the bond, so the costs are going to be about the same. Mr. Grieger went on to say he feels he is being conservative with the projected interest rate and savings, but would rather present the information conservatively than to come back and say he was not able to get the rate or savings that were anticipated. He stated the \$100,000 cushion is standard with the issues they have done in the past, but if the Council is not comfortable, they can approve

February 3, 2015

a different amount. Mr. Grieger stated he would be happy to provide hard copies of his calculations to the Council and set up a conference call with interested members to explain the information.

Councilmember Lieske introduced the following resolution:

RESOLUTION NO. 2015-03

**RESOLUTION CALLING WATER SYSTEM REVENUE REFUNDING BONDS,
SERIES 2010, FOR REDEMPTION**

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

Section 1. That the following bonds of the City of Seward, Nebraska (the "City"), which are callable at any time on or after March 30, 2015, are hereby authorized to be irrevocably called for redemption on such date as set forth in the Designation of Call Date (as defined below):

Water System Revenue Refunding Bonds, Series 2010, date of original issue—March 30, 2010, in the principal amount of One Million Four Hundred Ninety-five Thousand Dollars (\$1,495,000), numbered as shown on the books of the Paying Agent becoming due and bearing interest as follows:

Principal Amount	Maturing June 1 Of Year	Interest Rate	CUSIP No.
\$165,000	2015	2.40%	818488 EH7
145,000	2016	2.80	818488 EJ3
155,000	2017	3.15	818488 EK0
160,000	2018	3.45	818488 EL8
160,000	2019	3.60	818488 EM6
170,000	2020	3.75	818488 EN4
175,000	2021	3.85	818488 EP9
180,000	2022	3.95	818488 EQ7
185,000	2023	4.05	818488 ER5

Said bonds were issued for the purpose of refunding the City's outstanding Water System Revenue Refunding Bonds, Series 2003, date of original issue - February 15, 2003, in the principal amount of \$105,000, the City's outstanding Water System Revenue Bonds, Series 2003B, date of original issue - June 6, 2003, in the principal amount of \$2,070,000 and the City's outstanding Water System Revenue Bonds, Series 2004, date of original issue - May 21, 2004, in the principal amount of \$100,000, and to pay costs of issuance and underwriting associated with issuance of the Series 2010 Bonds.

Section 2. Said bonds are payable at the principal corporate trust office of The Jones National Bank & Trust Company of Seward, in Seward, Nebraska, as paying agent and registrar (the "Paying Agent").

Section 3. The Mayor or City Clerk of the City (each, an "Authorized Officer") are each individually hereby authorized at any time on or after the date of this resolution to determine the call date for said Bonds on behalf of the City and such determination, when made in writing (the "Direction for Call"), shall constitute the action of the City without further action of the Mayor and City Council of the City. The Call Date shall be set for such date as determined in the Direction for Call, and such determination shall be made by an Authorized Officer not later than August 1, 2015, after which the Authorized Officers shall

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have no authority to make any such determination hereunder without further action of the Mayor and City Council of the City and this resolution shall be of no further force and effect. Upon delivery of this resolution and the Direction for Call to the Paying Agent, said bonds shall be irrevocably called for redemption on the Call Date.

Section 4. A copy of this resolution and the Direction for Call shall be filed at least 30 days prior to the date of call with the Paying Agent and said Paying Agent is hereby irrevocably instructed to mail notice to each registered owner of said bonds not less than thirty days prior to the date fixed for redemption, all in accordance with the ordinance authorizing said called bonds.

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

PASSED AND APPROVED this 3rd day of February, 2015.

ATTEST:

Joshua Eickmeier, Mayor

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

[SEAL]

7. CONSIDERATION OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF WATER SYSTEM REVENUE REFUNDING BONDS - PRINCIPAL AMOUNT OF \$1,620,000 FOR THE PURPOSE OF REFUNDING \$1,495,000 OF OUTSTANDING WATER SYSTEM REVENUE REFUNDING BONDS

Councilmember Lieske moved that the Ordinance, as read, be passed and adopted, with the exception that there be a minimum net calculated savings of 3% or greater on the refunding. Councilmember Schmit seconded the motion.

Ordinance No. 2015-02, authorizing the issuance of Water System Revenue Refunding Bonds - Principal amount of \$1,620,000 for the purpose of refunding \$1,495,000 of outstanding Water System Revenue Refunding Bonds was approved.

Councilmember Schmit 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. 2015-02, "AN ORDINANCE OF THE CITY OF SEWARD, NEBRASKA, AUTHORIZING THE ISSUANCE OF WATER SYSTEM REVENUE REFUNDING BONDS OF THE CITY OF SEWARD, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION SIX HUNDRED TWENTY THOUSAND DOLLARS (\$1,620,000) FOR THE PURPOSE OF REFUNDING \$1,495,000 OF OUTSTANDING WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2010; 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

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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: Schmit, Hans, Lieske, Beck, Singleton, Pike, Fritz

Nay: None

Absent: Kamprath. Motion carried.

8. CONSIDERATION OF AN AGREEMENT WITH HUGHES BROTHERS, INC TO CONSTRUCT A 3-PHASE ELECTRICAL SERVICE

Electric and Power Resource Director Larry Ruether addressed the City Council stating Hughes Brothers, Inc is requesting the City construct a 3-phase 480 volt transformer bank and 2,000 feet of 1/0 3-phase line to their facility. He stated Hughes Brothers will pay the entire cost of the project.

Councilmember Singleton moved, seconded by Councilmember Fritz, that the Agreement with Hughes Brothers, Inc. to construct a 3-phase electrical service at an estimated cost to Hughes Brothers, Inc in the amount of \$55,800 be approved.

Aye: Schmit, Lieske, Hans, Beck, Pike, Singleton, Fritz

Nay: None

Absent: Kamprath. Motion carried.

9. CONSIDERATION OF REAL ESTATE OPTION AND ACCESS AGREEMENT WITH PHYLLIS MAE AEGERTER

Mayor Eickmeier stated the Council could go into executive session to receive a brief update on this item. However, more information will be available for the next meeting.

Councilmember Lieske moved, seconded by Councilmember Schmit, to table any discussion of the Real Estate Option and Access Agreement with Phyllis Aegerter.

Aye: Singleton, Pike, Schmit, Hans, Beck, Fritz, Lieske

Nay: None

Absent: Kamprath. Motion carried.

10. CONSIDERATION OF SUBMITTING A COMMENT LETTER TO NDED REGARDING 2015-2019 PROPOSED CONSOLIDATED PLAN AND 2015 ACTION PLAN - CDBG ED PROGRAM INCOME

Councilmember Beck moved, seconded by Councilmember Lieske, that Mayor Eickmeier be authorized to submit a comment letter to NDED regarding the 2015-2019 Proposed Consolidated Plan and 2015 Action Plan for CDBG ED Program Income, recommending that communities such as the City of Seward be given some say and flexibility in determining the priorities of the new Revised Local Reuse Plan, as well as recommend that the Revised Local Reuse Plan be allowed to include priorities already established in the existing Seward ED Reuse Loan Plan, such as retail businesses.

Aye: Singleton, Hans, Pike, Schmit, Beck, Fritz, Lieske

Nay: None

Absent: Kamprath. Motion carried.

11. CONSIDERATION OF SPECIAL DESIGNATED LIQUOR PERMIT FOR KIMMEL ORCHARD & VINEYARD EDUCATIONAL FOUNDATION, INC

Councilmember Singleton moved, seconded by Councilmember Pike to approve

February 3, 2015

the Special Designated Liquor Permit for Kimmel Orchard & Vineyard Educational Foundation for a sampling/tasting event on February 7, 2015 at Harvest Hall.

Aye: Schmit, Hans, Beck, Singleton, Pike, Fritz, Lieske

Nay: None

Absent: Kamprath. Motion carried.

12. CONSIDERATION OF SPECIAL DESIGNATED LIQUOR PERMIT FOR JAMES ARTHUR VINEYARDS

Councilmember Singleton moved, seconded by Councilmember Pike to approve the Special Designated Liquor Permit for James Arthur Vineyards for a sampling/tasting event on February 7, 2015 at Harvest Hall.

Aye: Schmit, Beck, Hans, Singleton, Pike, Fritz, Lieske

Nay: None

Absent: Kamprath. Motion carried.

13. CAPITAL PROJECTS REPORT

There was no comment or discussion on the Capital Projects Report dated 2/3/15.

14. FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

None

15. ANNOUNCEMENT OF UPCOMING EVENTS

- A. City of Seward Farm Lease Auction - Municipal Bldg - February 6, 2015 @ 10:00 a.m.
- B. Annual Employee Awards and Recognition Dinner - VFW - February 6, 2015 @ 6:00 p.m.
- C. Seward Volunteer Firefighters Banquet - February 21, 2015 @ 5:30 p.m.
- D. League of Nebraska Municipalities Mid-Winter Conference - February 23 & 24, 2015

16. MOTION TO ADJOURN

Councilmember Pike moved, seconded by Councilmember Singleton, that the February 3, 2015 City Council Meeting be adjourned.

Aye: Singleton, Hans, Pike, Schmit, Beck, Fritz, Lieske

Nay: None

Absent: Kamprath. 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, February 17, 2015
Regular Session

Item G3

CONSIDERATION OF CONSENT AGENDA

Claims & Payables Reports

City Clerk-Treasurer Report

City Codes Director Report

Police Department Report

Seward County Economic Development Corporation Director's Report

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
2-17-15
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.

Payroll	128,628.32
Seward Veterans Foreign Wars, Emp Dinner	172.74
Larry Schmieding, Eq	19,950.00
Gary Rolf, Ex	811.50
Alliance Technologies, Eq	186.16
Advanced Floor Care, Ma	250.00
Amazon.com, Su	334.00
Alamar Uniforms, Ex	28.23
Awards Unlimited, Se	19.85
Baker & Taylor, Su	2,365.71
Charlotte Baldinger, Mi	25.30
Aqua-Chem, Trng	300.00
Country Gardens, Su	43.97
Bolte Oil & Supply, Su	631.40
Capital Business Systems, Ma	79.00
Seward Area Chamber of Commerce, Ex	106.69
Cook's Country Magazine, Su	28.95
Cash-Wa Distributing, Su	524.50
Library Petty Cash, Su	151.10
Demco, Su	154.66
Country Living Magazine, Su	63.94
Danko Emergency Equipment, Eq, Re	562.63
Dutton-Lainson, Su	4,807.29
Electronic Contracting, Se	321.00
City-Merchant Services, Se	959.64
Emergency Medical Products, Su	1,372.93
Family Circle Magazine, Su	19.98
Fastenal Company, Su	1,117.89
Gabriel, Burger & Else, Se	15,500.00
Fyr-Tek, Re	1,611.90
One Call Concepts, Se	35.20
General Fire & Safety Equip, Bu	112.00
G & P Development Landfill, Se	45.15
Hemphill Electric, Bu, Ma	676.82
H & S Plumbing, Heating & AC, Bu	542.55
Hail Varsity Magazine, Su	81.92
Highlights Magazine, Su	34.44
High Five Magazine, Su	51.12
Hach Company, Se	208.49
Herpolsheimers, Re	543.24
Harding & Shultz, Se	2,786.64
Hydraulic Equipment Service, Eq	495.26
Interstate All Battery Center, Ma	44.39
International Paper, Se	125.00
Jack's Uniforms & Equipment, Uniforms	258.64
Jackson Services, Se	123.12
Lincoln Winwater Works, Su, Re	602.00
Latschs, Su	42.78
Midwest Auto, Re, Su	450.77

Nebraska Health Human Water, Ex	40.00
Windstream Nebraska, Ut	2,377.39
JNFS Engineering Co, Se	230.00
Matheson Tri-Gas, Su	161.82
Mechanical Sales, Re	685.63
League Ne Municipalities, Trng	280.00
Capital Business Systems, Ma	225.00
Midwest Laboratories, Se	580.17
Midwest Automotive, Re	711.01
Municipal Supply Inc. of NE, Su	6,479.28
Midwest Service & Sales, Eq	55.81
Mid-American Benefits, Ins	2,266.94
Nebraska Water Environment, Trng	195.00
Verizon Wireless, Se	217.79
Nebraska Pub Power, Ut	518,681.11
Nebraska Planning & Zoning, Dues	40.00
Niemann's Port-A-Pot, Bu	61.60
Nebraska Machinery Co, Re	1,489.00
Amsan, Su	176.03
Orscheln Farm & Home, Bu, Re, Su	221.12
Nebraska Roads Dept.	504.00
O'Reilly Auto Parts, Su, RE	326.51
Northern Safety Co, Su	129.99
Odeys, Su	10,992.00
Donna Otte, Mi	28.75
Fast Mart, Su	183.68
OCLC, Se	174.61
Popular Photography Magazine, Su	12.00
Campbell Cleaning & Restoration, Su	24.99
Pac N Save, Su	200.37
Quill Corp, Bu	40.74
Memorial Health-Meals, Su	2,345.79
Visa (Gotprint.com), Su	45.56
Racom Corporation, Re	642.25
Ed Roehr Safety Products, Eq	439.93
Sam's Club, Su	62.26
Sam's Club, Su	61.26
Sack Lumber, Bu	7.78
Richters, Bu	1,285.27
Sewer Equipment Co of America, Eq	92.41
R & Body Shop, Re	111.64
Seward Lumber & Home Center, Bu, RE, Su	1,492.02
Farmers Coop, Re, Su, Ma	2,049.62
Plains Equipment Group, Re, Bu	500.71
Seward School District, Ex	190.00
Martha Stewart Living Magazine, su	24.00
Seward Electronics, Bu	920.60
Memorial Health - Drug, Se	125.00
Gerhold Concrete, Ma	1,139.30
Seward County Independent, SE	431.45
Seward County Public Power, Se	2,395.21
Seward County Treasurer, Se	14,959.33
Helmlink Printing, Su	47.00
Sports Express, Su	124.00
Nebraska Equipment, Re	54.24
Shopsmart Magazine, Su	34.95
Sauber Mfg, Eq	12,872.08
US Postal Service, Su	366.00
USA Bluebook, Su	485.09
United Rentals, Trng	380.00
Rose Equipment, Su	16.92
Wesco Distribution, Re	123.05
Humanities Nebraska, Ex	50.00

Mid-Continent Safety, Su	374.04
Jack Vavra, Se	3,613.83
Woodhouse Auto, 2 vehicles	23,964.00
Ellen Jirovsky, Se	25.00
Henry Pankoke, Ma	220.00
	<hr/>
	808,252.74

		CLERK-TREASURER'S REPORT			
		MONTH OF: JANUARY 2015			
		VARIANCE AT:	33.33%		
		2014-2015			
				UNEXPENDED	
VARIANCE	DEPARTMENT	BUDGET	EXPENDITURES	BALANCE	
19.14%	ELECTRIC	\$13,106,939.00	\$2,508,873.47	\$10,598,065.53	
0.09%	ELEC BOND PYMT	\$334,570.00	\$300.00	\$334,270.00	
18.00%	WATER	\$1,586,736.00	\$285,605.84	\$1,301,130.16	
40.24%	WATER BOND PYMTS	\$458,214.00	\$184,388.05	\$273,825.95	
0.00%	WATER SINKING FUND	\$0.00	\$0.00	\$0.00	
28.47%	WASTEWATER TREATMENT	\$1,419,070.00	\$404,066.33	\$1,015,003.67	
4.57%	WWTW BOND PYMT	\$336,500.00	\$15,371.31	\$321,128.69	
0.00%	WWTW SINKING FUND	\$0.00	\$0.00	\$0.00	
	TOTAL UTILITIES	\$17,242,029.00	\$3,398,605.00	\$13,843,424.00	
	CAPITAL PROJECTS	\$0.00	\$431,720.78	-\$431,720.78	
43.40%	LEGISLATIVE (LESS DONATIONS)	\$253,697.00	\$110,098.08	\$143,598.92	
0.00%	DONATIONS	\$100,000.00	\$0.00	\$100,000.00	
8.30%	LEGAL	\$259,040.00	\$21,487.56	\$237,552.44	
31.01%	POLICE	\$1,199,035.00	\$371,790.53	\$827,244.47	
33.33%	E911	\$179,512.00	\$59,837.32	\$119,674.68	
0.00%	POLICE EQUITABLE SHARING	\$100,000.00	\$0.00	\$100,000.00	
12.43%	STREET	\$2,297,362.00	\$285,668.82	\$2,011,693.18	
65.24%	DEBT SERVICE	\$642,848.00	\$419,374.39	\$223,473.61	
1.33%	RAIL CAMPUS	\$1,100,160.00	\$14,682.22	\$1,085,477.78	
1.62%	CDBG ECON. DEV. LOAN FUND	\$110,900.00	\$1,796.53	\$109,103.47	
0.00%	CDBG AFFORD HOUSING	\$222,770.00	\$0.08	\$222,769.92	
0.00%	CDBG RAIL SITE	\$0.00	\$0.00	\$0.00	
11.17%	BLDGS & GRDS (CITY HALL)	\$99,890.00	\$11,154.05	\$88,735.95	
18.54%	CIVIC CENTER	\$328,940.00	\$60,995.33	\$267,944.67	
32.51%	LIBRARY (LESS BLDG. IMPRV)	\$503,954.00	\$163,834.83	\$340,119.17	
0.00%	LIBRARY BLDG IMPRVMTS	\$0.00	\$0.00	\$0.00	
21.52%	PUBLIC PROPERTIES	\$673,547.00	\$144,974.67	\$528,572.33	
37.72%	CEMETERY	\$135,130.00	\$50,971.18	\$84,158.82	
0.00%	NEW PARK DEVELOPMENT	\$0.00	\$0.00	\$0.00	
0.32%	NEW CEMETERY DEVELOPMENT	\$188,340.00	\$610.80	\$187,729.20	
0.00%	GUTHMAN TRUST - REGULAR	\$200.00	\$0.00	\$200.00	
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	
5.47%	BLDGS & GRDS (OTHER)	\$16,300.00	\$892.17	\$15,407.83	
25.90%	BUILDING INSPECTION	\$167,260.00	\$43,323.75	\$123,936.25	
17.64%	FIRE (LESS DONATIONS)	\$518,290.00	\$91,423.45	\$426,866.55	
0.00%	FIRE DONATIONS	\$0.00	\$0.00	\$0.00	
0.00%	FIRE EQUIPMENT SINKING FUND	\$51,624.00	\$0.00	\$51,624.00	
5.57%	TREE BOARD	\$8,000.00	\$445.50	\$7,554.50	
17.76%	PLANNING COMMISSION	\$83,010.00	\$14,738.48	\$68,271.52	
7.37%	DOWDING POOL (LESS DONATIONS)	\$237,700.00	\$17,520.68	\$220,179.32	
0.00%	POOL DONATIONS	\$0.00	\$0.00	\$0.00	
0.00%	CONCESSION STAND	\$0.00	\$0.00	\$0.00	
0.00%	SWIMMING LESSONS	\$20,100.00	\$0.00	\$20,100.00	
14.59%	RECREATION	\$379,870.00	\$55,434.02	\$324,435.98	
30.95%	SENIOR CENTER	\$105,522.00	\$32,660.70	\$72,861.30	
31.88%	SENIOR SHUTTLE	\$3,488.00	\$1,112.01	\$2,375.99	
17.36%	RECYCLING	\$50,130.00	\$8,703.65	\$41,426.35	
	ECONOMIC DEVELOPMENT	\$373,900.00	\$104.00	\$373,796.00	
	TAX INCREMENT FINANCING	\$832,956.00	\$861,609.97	-\$28,653.97	
	TOTAL BUDGET	\$28,485,504.00	\$3,276,965.55	\$21,809,933.45	

City of Seward Treasurer**Securities Pledged at The Jones National Bank & Trust Company**

Account Number	Long Account Description	Original Par Value	Original Coupon Rate	Original Maturity Date	Original Book Value	Safeskeep Receipt Number	Source Name	Market Value
154	GOEHNER NE	\$10,000.00	4.2000%	07/15/2015	\$10,000.00	365006859	COMMERCE BANK	\$10,026.80
155	GOEHNER NE	\$10,000.00	4.2500%	07/15/2016	\$10,000.00	365006860	COMMERCE BANK	\$10,026.20
385	FHLMC (AFS)	\$1,000,000.00	1.2500%	05/12/2017	\$1,021,350.00	60027094	COMMERCE BANK	\$1,012,940.00
156	GOEHNER NE	\$10,000.00	4.3000%	07/15/2017	\$10,000.00	365006861	COMMERCE BANK	\$10,026.60
281	WEST POINT NE CTFS OF PARTIC	\$100,000.00	4.2500%	11/01/2017	\$100,000.00	365007602	COMMERCE BANK	\$100,211.00
361	FFCB (AFS)	\$1,000,000.00	0.9300%	04/26/2018	\$1,002,060.00	528004571	COMMERCE BANK	\$999,540.00
199	NORTHEAST NE REV SW COALITION	\$125,000.00	3.3000%	05/15/2018	\$125,000.00	487000220	COMMERCE BANK	\$125,860.00
277	WAVERLY NE COMB UTIL	\$130,000.00	3.7000%	06/15/2018	\$130,000.00	457003526	COMMERCE BANK	\$130,217.10
157	GOEHNER NE	\$15,000.00	4.3500%	07/15/2018	\$15,000.00	365006862	COMMERCE BANK	\$15,040.05
397	FHLB (AFS)	\$1,000,000.00	1.1250%	10/15/2018	\$1,000,000.00	60027132	COMMERCE BANK	\$1,001,270.00
430	FNMA (AFS)	\$1,000,000.00	1.6250%	11/27/2018	\$1,003,920.00	60027564	COMMERCE BANK	\$1,019,830.00
403	FHLB (AFS)	\$1,000,000.00	1.3000%	10/29/2019	\$1,001,000.00	401001463	COMMERCE BANK	\$998,570.00
444	SEWARD CO NE SD#9 GO REF BOND	\$200,000.00	1.4500%	12/15/2019	\$200,000.00	548002035	COMMERCE BANK	\$203,258.00
389	FHLMC (AFS)	\$1,000,000.00	1.6500%	03/13/2020	\$1,002,750.00	60027072	COMMERCE BANK	\$1,001,700.00
335	MADISON CO NE SD#2 (NORFOLK)	\$200,000.00	1.8000%	12/15/2020	\$200,000.00	528002911	COMMERCE BANK	\$202,834.00
338	SARPY CO SD #37 GO BONDS	\$195,000.00	2.1500%	12/01/2021	\$195,000.00	528003135	COMMERCE BANK	\$197,162.55
330	THURSTON NE SD #1, PENDER 2012	\$155,000.00	2.0500%	12/15/2021	\$155,000.00	528001710	COMMERCE BANK	\$156,912.70
463	BUFFALO CO NE SD#7 KEARNEY GO	\$200,000.00	2.3500%	12/15/2023	\$200,000.00	359001318	COMMERCE BANK	\$205,832.00
407	CLAY CO NE HWY ALLOC GO	\$200,000.00	2.3000%	06/15/2024	\$200,000.00	165042461	COMMERCE BANK	\$202,326.00
456	SCOTTSBLUFF COUNTY NE SD #32	\$250,000.00	2.5000%	06/15/2024	\$250,000.00	548002441	COMMERCE BANK	\$255,930.00
435	BUFFALO CO NE SD#19-SHELTON NE	\$200,000.00	3.1500%	12/15/2024	\$200,000.00	548001430	COMMERCE BANK	\$207,512.00
Summary		\$8,000,000.00			\$8,031,080.00			\$8,067,025.00

Feb 1, 2015

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CASH IN BANK = \$7,452,356.84

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Pledgee Inventory Report
For 01/31/15

Report#: P010
Version:
Page#: 1

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			TTL FFIEC	Pledged Par MBS Face Par	Collateral-Value Market-Value
					Security Description	Rate/Div	Maturity			
CITY OF SEWARD (CITY)										
0005220028 1	4,161.80	12/01/18 03/24/03	DAD	31371HCF3	FNMA - Pool#: 252170 6.50000	12/01/2018	11/01/98	Y	4,161.80 500,000.00	4,760.33 4,737.79
0005220029 1	4,774.72	02/01/26 03/24/03	DAD	31375HAP9	FNMA ARM - Pool#: 334914 2.36000	02/01/2026	01/01/96	Y	4,774.72 1,000,000.00	4,992.44 4,983.05
0005220030 1	9,392.36	04/01/19 03/25/03	DAD	31363ARX3	FNMA ARM - Pool#: 083302 3.99900	04/01/2019	10/01/89	Y	9,392.36 3,500,000.00	9,887.03 9,855.73
0310240054 1	13,103.98	10/01/22 10/24/03	DAD	31335HUG6	FHLMC - Pool#: C90583 6.00000	10/01/2022	10/01/02	Y	13,103.98 700,000.00	14,859.64 14,794.12
0805230005 1	120,000.00	04/15/17 05/23/08	DAD	25933TAG0	DOUGLAS CNTY NEB SAN & IMPT 3.95000	04/15/2017	04/15/08	Y	120,000.00 0.00	122,136.07 120,740.40
0807240220 1	20,028.90	04/01/17 07/24/08	DAD	31371NCT0	FNMA - Pool#: 256682 5.50000	04/01/2017	03/01/07	Y	20,028.90 500,000.00	21,300.16 21,208.36
0807240221 1	40,802.44	06/01/24 07/24/08	DAD	31371LQY8	FNMA - Pool#: 255271 5.00000	06/01/2024	05/01/04	Y	40,802.44 500,000.00	45,167.33 44,997.32
0807240222 1	39,218.10	04/01/18 07/24/08	DAD	31390UMM5	FNMA - Pool#: 656564 5.00000	04/01/2018	04/01/03	Y	39,218.10 1,000,000.00	41,511.54 41,348.13
0909220085 1	51,443.91	10/01/20 09/22/09	DAD	31407T2J8	FNMA - Pool#: 840577 5.00000	10/01/2020	10/01/05	Y	51,443.91 545,000.00	55,368.79 55,154.44
0909220086 1	59,576.94	05/01/19 09/22/09	DAD	31402C5E8	FNMA - Pool#: 725445 4.50000	05/01/2019	04/01/04	Y	59,576.94 925,000.00	62,883.68 62,660.27
1004230111 1	27,727.52	04/01/18 04/23/10	DAD	31283KTH1	FHLMC - Pool#: G11452 6.50000	04/01/2018	09/01/03	Y	27,727.52 2,000,000.00	28,990.99 28,840.80
1004230112 1	8,625.39	01/01/18 04/23/10	DAD	31282CJ73	FHLMC - Pool#: M30286 4.50000	01/01/2018	02/01/03	Y	8,625.39 1,000,000.00	8,809.92 8,777.57
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	117,938.00 114,738.00
1009250231 1	100,000.00	12/15/15 09/25/10	DAD	406036FF5	HALL CNTY NEB SCH DIST NO 2 3.74500	12/15/2015	11/12/09	Y	100,000.00 0.00	100,601.53 100,123.00
1012260078 1	115,000.00	09/15/23 12/26/10	DAD	23087RCV8	CUMING CNTY NEB PUB PWR DIST 3.60000	09/15/2023	09/15/10	Y	115,000.00 0.00	117,630.05 116,066.05
1012260079 1	100,000.00	07/01/20 12/26/10	DAD	219264JV1	CORNHUSKER PUB PWR DIST NEB 3.00000	07/01/2020	09/01/10	Y	100,000.00 0.00	101,155.00 100,905.00
1101240491 1	150,000.00	06/01/20 01/24/11	DAD	287754BA2	ELKHORN NEB SUBN FIRE DIST 2 2.95000	06/01/2020	09/30/10	Y	150,000.00 0.00	152,165.50 151,428.00
1101240493 1	150,000.00	10/15/20 01/24/11	DAD	25935GAU5	DOUGLAS CNTY NEB SAN & IMPT 3.60000	10/15/2020	10/15/10	Y	150,000.00 0.00	155,350.50 153,760.50
1102230226 1	250,000.00	12/01/21 02/23/11	DAD	231868LX6	CUSTER PUB PWR DIST NEB ELEC 3.20000	12/01/2021	11/30/10	Y	250,000.00 0.00	254,210.83 252,877.50
1102230229 1	150,000.00	11/01/21 02/23/11	DAD	25930YBL0	DOUGLAS CNTY NEB SAN & IMPT 3.80000	11/01/2021	11/01/10	Y	150,000.00 0.00	155,643.00 154,218.00
1102230230 1	70,000.00	12/15/15 02/23/11	DAD	883285AF5	THAYER CNTY NEB SCH DIST 0070 4.50000	12/15/2015	12/09/09	Y	70,000.00 0.00	70,548.10 70,145.60
1104270110 1	125,000.00	05/15/19 04/27/11	DAD	25931KAJ5	DOUGLAS CNTY NEB SAN & IMPT 4.10000	05/15/2019	05/15/10	Y	125,000.00 0.00	127,014.44 125,932.50
1104270112 1	15,569.31	09/01/17 04/27/11	DAD	31410KNK6	FNMA - Pool#: 889694 6.50000	09/01/2017	06/01/08	Y	15,569.31 180,000.00	16,473.24 16,388.91
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	122,695.07 121,856.40
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	256,515.14 255,445.00
1110030079 1	115,000.00	12/15/15 09/30/11	DAD	433605AD4	HITCHCOCK CNTY NEB SCH DIST 70 1.35000	12/15/2015	07/27/11	Y	115,000.00 0.00	116,263.28 116,064.90

Date: 01/28/15
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Pledgee Inventory Report
For 01/31/15

Report#: P010
Version:
Page#: 2

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				TTL FFIEC	Pledged Par MBS Face Par	Collateral-Value Market-Value
					Rate/Div	Security Description	Maturity	Issued			
CITY OF SEWARD (CITY)											
1110240559 1	100,000.00	06/01/23 10/24/11	DAD	486800CA1		KEARNEY CNTY NEB			Y	100,000.00	105,284.33
					3.65000	06/01/2023	06/15/11			0.00	104,676.00
1110240562 1	240,000.00	12/15/21 10/24/11	DAD	433605AK8		HITCHCOCK CNTY NEB			Y	240,000.00	244,854.53
					3.05000	12/15/2021	07/27/11			0.00	243,919.20
1202270145 1	75,000.00	08/01/24 02/27/12	DAD	357406DJ3		FREMONT NE			Y	75,000.00	77,362.50
					3.15000	08/01/2024	10/04/11			0.00	76,181.25
1204240052 1	150,000.00	12/15/25 04/24/12	DAD	803770NS1		SARPY CNTY NE SCH DIST #37			Y	150,000.00	150,991.58
					2.45000	12/15/2025	03/22/12			0.00	150,522.00
1206220440 1	200,000.00	12/15/25 06/22/12	DAD	93811RBD5		WASHINGTON CNTY NE SCD #24			Y	200,000.00	203,711.89
					2.95000	12/15/2025	05/16/12			0.00	202,958.00
1209210358 1	55,000.00	10/15/23 09/21/12	DAD	428826AM3		HICKMAN NE COMB UTIL REV			Y	55,000.00	56,152.65
					2.75000	10/15/2023	05/01/12			0.00	55,707.30
1209210359 1	140,000.00	08/01/26 09/21/12	DAD	854746DB7		STANTON CNTY NE PUB PWR DIST			Y	140,000.00	142,529.80
					2.75000	08/01/2026	03/29/12			0.00	140,604.80
1210260189 1	125,000.00	11/15/20 10/26/12	DAD	259260BC0		DOUGLAS CNTY NE SANTN & IMPT			Y	125,000.00	132,320.83
					3.30000	11/15/2020	11/15/11			0.00	131,450.00
1210260190 1	150,000.00	12/15/22 10/26/12	DAD	259353DQ0		DOUGLAS CNTY NEB SCH DIST 059			Y	150,000.00	155,332.50
					3.60000	12/15/2022	05/12/11			0.00	154,642.50
1210260192 1	105,000.00	04/01/22 10/26/12	DAD	372136EB3		GENEVA NEB			Y	105,000.00	110,802.30
					4.05000	04/01/2022	02/25/11			0.00	109,384.80
1210260194 1	250,000.00	09/01/16 10/26/12	DAD	67868UBV4		OKLAHOMEA CNTY OK FIN AUTH			Y	250,000.00	274,643.33
					5.84000	09/01/2016	07/14/09			0.00	268,560.00
1210260199 1	50,000.00	09/15/22 10/26/12	DAD	23087RCU0		CUMING CNTY NEB PUB PWR DIST			Y	50,000.00	51,131.61
					3.50000	09/15/2022	09/15/10			0.00	50,470.50
1301240229 1	200,000.00	06/15/23 01/24/13	DAD	88609PCW2		THURSTON CNTY NE SCD #16			Y	200,000.00	203,841.56
					3.70000	06/15/2023	09/27/12			0.00	202,896.00
1301240230 1	200,000.00	10/01/23 01/24/13	DAD	259344AU3		DOUGLAS CNTY NE SAN & IMPT			Y	200,000.00	205,236.67
					3.25000	10/01/2023	10/01/12			0.00	203,070.00
1301240231 1	200,000.00	10/15/23 01/24/13	DAD	80376DCN7		SARPY CNTY NE SAN & IMPT DIST			Y	200,000.00	205,489.89
					3.25000	10/15/2023	10/15/12			0.00	203,576.00
1304300067 1	100,000.00	11/15/23 04/30/13	DAD	68905FFE4		OTOE CNTY NE SCH DIST #111			Y	100,000.00	101,019.78
					2.50000	11/15/2023	02/15/13			0.00	100,492.00
1304300068 1	135,000.00	06/15/27 04/30/13	DAD	930583CT4		WAHOO NE UTILITY REVENUE			Y	135,000.00	136,409.85
					3.00000	06/15/2027	03/12/13			0.00	135,892.35
1305230401 1	183,319.56	07/01/19 05/23/13	DAD	3128MMAD5		FHLMC - Pool#: G18003			Y	183,319.56	196,220.60
					5.50000	07/01/2019	07/01/04			3,000,000.00	195,380.39
1306210220 1	150,000.00	12/15/26 06/21/13	DAD	397802KH1		GRETNA NE			Y	150,000.00	149,508.58
					2.75000	12/15/2026	05/31/13			0.00	148,981.50
1307240271 1	200,000.00	06/01/25 07/24/13	DAD	287742LU2		ELKHORN NE RURAL PUBLIC PWR			Y	200,000.00	201,451.33
					2.65000	06/01/2025	06/27/13			0.00	200,568.00
1307240272 1	317,110.56	12/15/26 07/24/13	DAD	36176W2B6		GNMA-I - Pool#: 778670			Y	317,110.56	337,598.50
					4.00000	12/15/2026	12/01/11			560,000.00	336,541.46
1308230267 1	100,000.00	12/15/25 08/23/13	DAD	757045DV8		RED WILLOW CNTY NE			Y	100,000.00	100,858.61
					2.65000	12/15/2025	06/20/13			0.00	100,520.00
1309230058 1	9,982.41	09/01/15 09/23/13	DAD	31371MG27		FNMA - Pool#: 255917			Y	9,982.41	10,566.17
					5.00000	09/01/2015	08/01/05			1,000,000.00	10,524.58
1309230059 1	247,640.29	07/01/26 09/23/13	DAD	3138AMK38		FNMA - Pool#: A17513			Y	247,640.29	265,289.61
					4.50000	07/01/2026	07/01/11			500,000.00	264,360.96
1310300064 1	87,120.89	12/20/20 10/30/13	DAD	36241KJN9		GNMA-II - Pool#: 782069			Y	87,120.89	94,058.14
					5.50000	12/20/2020	03/01/06			750,000.00	93,658.84
1310300067 1	83,016.84	12/01/17 10/30/13	DAD	31391XHQ5		FNMA - Pool#: 679839			Y	83,016.84	86,964.15
					5.50000	12/01/2017	12/01/02			2,000,000.00	86,583.66
1310300068 1	68,822.90	03/20/23		36202ERL5		GNMA-II - Pool#: 004091			Y	68,822.90	73,809.19

Date: 01/28/15
Time: 18:07:03
User: ACCT3

Pledgee Inventory Report
For 01/31/15

Report#: P010
Version:
Page#: 3

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			TTL FFIEC	Pledged Par MBS Face Par	Collateral-Value Market-Value
					Rate/Div	Maturity	Issued			
CITY OF SEWARD (CITY)										
1		10/30/13	DAD		5.00000	03/20/2023	03/01/08		500,000.00	73,522.43
1310300070	156,904.44	08/01/22		31371NJQ9	FNMA - Pool#:	256871		Y	156,904.44	172,703.49
1		10/30/13	DAD		6.50000	08/01/2022	07/01/07		1,100,000.00	171,853.59
1406230215	150,000.00	12/15/25		919558KF2	VLY CNTY NE			Y	150,000.00	154,463.33
1		06/23/14	DAD		2.90000	12/15/2025	05/28/14		0.00	153,907.50
1406230216	125,000.00	11/15/27		818474DD7	SEWARD CNTY NE PUBLIC PWR DIST			Y	125,000.00	134,896.81
1		06/23/14	DAD		4.00000	11/15/2027	08/20/13		0.00	133,841.25
1406230217	90,000.00	09/01/27		818488FC7	SEWARD NE WTR SYS REVENUE			Y	90,000.00	91,603.35
1		06/23/14	DAD		2.85000	09/01/2027	03/22/13		0.00	90,534.60
1406270096	444,698.73	05/15/25		3620ARB59	GNMA-I - Pool#:	737260		Y	444,698.73	474,700.56
1		06/27/14	DAD		3.50000	05/15/2025	05/01/10		1,000,000.00	473,403.52
1408220277	110,211.75	06/01/21		3128PVN22	FHLMC - Pool#:	J15809		Y	110,211.75	115,673.13
1		08/22/14	DAD		3.00000	06/01/2021	06/01/11		285,000.00	115,397.60
1409230158	204,937.20	12/01/24		3128MMLQ4	FHLMC - Pool#:	G18334		Y	204,937.20	221,849.05
1		09/23/14	DAD		4.50000	12/01/2024	12/01/09		1,015,000.00	221,080.54
1409230162	150,000.00	09/01/26		80378CBS7	SARPY CNTY NE SAN & IMPT DIST			Y	150,000.00	155,933.00
1		09/23/14	DAD		3.50000	09/01/2026	09/01/14		0.00	153,745.50
1410240033	327,921.59	03/01/23		31410KAW4	FNMA - Pool#:	889321		Y	327,921.59	348,252.28
1		10/24/14	DAD		4.00000	03/01/2023	03/01/08		2,050,000.00	347,159.21
1501020007	201,916.78	11/01/19		3128M1CT4	FHLMC - Pool#:	G11982		Y	201,916.78	216,172.81
1		12/31/14	DAD		5.50000	11/01/2019	04/01/06		1,411,036.00	215,247.36
9603250298	20,392.93	02/15/21		3129045E1	FHLMC SERIES 1041 CLASS E			Y	20,392.93	20,769.61
1		03/31/96	DAD		1.11650	02/15/2021	02/15/91	P	6,347,836.00	20,759.49
Pledgee:	8,113,422.24								8,113,422.24	8,465,329.50
Totals :	1.00								33,868,872.00	8,410,622.02

PLUS \$250,000.00 FDIC INSURANCE

CASH IN BANK = \$ 8,629,874.56

PLEDGE ADDITIONS 01/31/15 TO CITY OF SEWARD

CUSIP	DESCRIPTION	ORIGINAL VALUE	MARKET VALUE	COUPON	MAT DATE
505318QS7	LAVISTA NE RFDG HWY	115,000.00	\$115,000.00	265%	11/15/2024

st : 000
 port: BAS/600D-004 19.02.5
 stem: 01/30/15 17:01
 EDGED TO: 37 CITY OF SEWARD
 ACCOUNT CUSIP NUMBER CL MATURITY
 DESCRIPTION DATE
 1480 912828C24 01 02/28/2019
 T NOTES
 SECURITIES PORTFOLIO ANALYSIS
 BOND ACCOUNTING SYSTEM
 PLEDGED ACCOUNTS
 Page: 13
 Run Date: 01/31/15
 Processed Thru: 01/31/15
 -----PLEDGE INFORMATION-----
 PRP DATE EXPIRES AMOUNT
 1 03/27/14 02/28/19 110,000.00
 -----SAFEKEEPING-----
 1200 WELLS FARGO
 110,000.00
 ** TOTALS ** NUMBER 1 10000,000.00 1.50000 9,941,961.30 10,182,000.00
 112,002.00

Building Permit Report January-2015

CURRENT YEAR: January 2015

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	0	\$ -	\$ -
REMODEL/ADDIT.	26	\$ 666.00	\$ 234,696.00
ACCESSORY	2	\$ 5,050.00	\$ 62.75
ELECTRIC	14	\$ 814.50	\$ -
PLUMBING	4	\$ 135.00	\$ -
MECHANICAL	0	\$ -	\$ -
SEWER TAP	0	\$ -	\$ -
WATER TAP	0	\$ -	\$ -
TEMP. ELEC.	0	\$ -	\$ -
ELECTRIC SER.	0	\$ -	\$ -
TOTALS	46	\$ 6,665.50	\$ 234,758.75

YEAR TO DATE January to December 2015

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	0	\$ -	\$ -
REMODEL/ADDIT.	26	\$ 666.00	\$ 234,696.00
ACCESSORY	2	\$ 5,050.00	\$ 62.75
ELECTRIC	14	\$ 814.50	\$ -
PLUMBING	4	\$ 135.00	\$ -
MECHANICAL	0	\$ -	\$ -
SEWER TAP	0	\$ -	\$ -
WATER TAP	0	\$ -	\$ -
TEMP. ELEC.	0	\$ -	\$ -
ELECTRIC SER.	0	\$ -	\$ -
TOTALS	46	\$ 6,665.50	\$ 234,758.75

FISCAL YEAR: Oct. 2014 to Sept. 2015

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	9	4544.2	1386299.8
REMODEL/ADDIT.	48	\$ 367,105.00	\$ 436,688.00
ACCESSORY	36	\$ 420,349.25	\$ 58,616.50
ELECTRIC	38	\$ 2,421.25	\$ -
PLUMBING	30	\$ 1,977.00	\$ -
MECHANICAL	19	\$ 2,248.00	\$ -
SEWER TAP	17	\$ 4,250.00	\$ -
WATER TAP	17	\$ 12,325.00	\$ -
TEMP. ELEC.	18	\$ 900.00	\$ -
ELECTRIC SER.	18	\$ 3,600.00	\$ -
TOTAL			

LAST YEAR: January 2014

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 580.50	\$ 193,806.96
REMODEL/ADDIT.	4	\$ 1,074.00	\$ 414,941.00
ACCESSORY	0	\$ -	\$ -
ELECTRIC	3	\$ 151.75	\$ -
PLUMBING	9	\$ 495.00	\$ -
MECHANICAL	9	\$ 495.00	\$ -
SEWER TAP	0	\$ -	\$ -
WATER TAP	1	\$ 725.00	\$ -
TEMP. ELEC.	1	\$ 50.00	\$ -
ELECTRIC SER.	1	\$ 200.00	\$ -
TOTALS	29	\$ 3,771.25	\$ 608,747.96

YEAR TO DATE January to December 2014

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 580.50	\$ 193,806.96
REMODEL/ADDIT.	4	\$ 1,074.00	\$ 414,941.00
ACCESSORY	0	\$ -	\$ -
ELECTRIC	3	\$ 151.75	\$ -
PLUMBING	9	\$ 495.00	\$ -
MECHANICAL	9	\$ 495.00	\$ -
SEWER TAP	0	\$ -	\$ -
WATER TAP	1	\$ 725.00	\$ -
TEMP. ELEC.	1	\$ 50.00	\$ -
ELECTRIC SER.	1	\$ 200.00	\$ -
TOTALS	29	\$ 3,771.25	\$ 608,747.96

FISCAL YEAR: Oct. 2013 to Sept. 2014

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	12	\$ 6,699.80	\$ 2,534,139.09
REMODEL/ADDIT.	39	\$ 3,905.20	\$ 1,750,426.00
ACCESSORY	11	\$ 635.00	\$ 114,830.00
ELECTRIC	52	\$ 4,532.50	\$ -
PLUMBING	97	\$ 5,373.00	\$ -
MECHANICAL	39	\$ 4,231.00	\$ -
SEWER TAP	9	\$ 2,250.00	\$ -
WATER TAP	10	\$ 7,250.00	\$ -
TEMP. ELEC.	10	\$ 500.00	\$ -
ELECTRIC SER.	11	\$ 2,800.00	\$ -
TOTAL			4,399,395.09

City of Seward - OPEN Code Violation Report

					Last Update	02/11/15
Property Address	Violation Type	Deadline	Owner Information	Delivery Type		
2014						
200 E Pinewood	Storm water drainage	Pending	Seward School District, 643-2941	Served by Brett Baker	Voluntary compliance request letter delivered	
2401 Karol Kay Blvd	Storm water drainage	Pending	Seward School District, 643-2941	Served by Brett Baker	Voluntary compliance request letter delivered. Response letter received from School District Atty, forwarded to Mayor and City Atty.	
191 E Seward St	Storm water drainage	Pending	Wattier Rentals LLC, 235 Plum Creek Ln. Seward, NE 643-3117	Certified	Voluntary compliance request letter mailed	
193 E Seward St	Storm water drainage	Pending	Wattier Rentals LLC, 235 Plum Creek Ln. Seward, NE 643-3117	Certified	Voluntary compliance request letter mailed	
152 S Columbia Ave	Storm water drainage	Pending	NE District of Lutheran Church MO Synod, PO Box 407 Seward, NE 68434, 643-2961	Certified	Voluntary compliance request letter mailed	
919 N Columbia Ave	Storm water drainage	Pending	St John Lutheran Church, 919 N Columbia Ave. Seward, NE 643-2983	Certified	Voluntary compliance request letter mailed	
243 S 2nd St	Exterior openings, Protective treatment, decayed wood, gutters-downspouts, worthless vegetation	11/06/14	Kirojen LLC, 134 S 13th St. Lincoln, NE 402-475-8433	Certified	Owner failed to rectify Code violations. City abated some of the violations and invoiced the owner. Invoice paid.	
623 N 2nd St	Protective Treatment, Gutters, windows, dilapidated garage	11/06/14	Matthew Foss, 1628 Woodlawn Blvd. Derby, KS 67037, 314-750-2424. Tax Sale info Charles Aden 2606 SW 14th St. Lincoln, NE 68522	Certified	Al Underwood has aquired ownership of property. City Fire Dept will conduct a training burn to demo.	
110 S 12th St	Retaining wall failing	07/18/14	Locust Apartments 312 E 3rd St. Neligh, NE	Certified	Owner requested time extension to secure Contractor	
424 N 7th St.	Exterior openings, Protective treatment, decayed siding/soffitts/facsia, Trash-junk	11/14/14	Jeremy Martin, 424 N 7th St. Seward, NE 402-641-6127	Served by SPD	gargae as soon as it warms up. Advised will need a Bldg permit, and to clean up yard while waiting. Owner is making progress cleaning, and repairing garage. Property cleaned up, making progress.	

City of Seward - OPEN Code Violation Report

262 S 13th St	Exterior openings, Protective treatment, decayed siding/soffitts/facsia, Mold	Pending	Jessica Ferguson (address unknown). Purchased taxes-Charles Aden 2606 SW 14th St. Lincoln, NE 68522	Certified	Owner of Record is Jessica Ferguson (Co. Assessor), Aden purchased the taxes for the parcel in 2010 (Co. Treasurer). Proceeding to Condemnation. Trying to get reconveyance documents from Mortgage/Foreclosure
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2013

146 N 3rd	Plumbing-Elec systems, structural concerns, stairs	09/22/13	Jerry & Sharon Culp 132 N 3rd, 643-4487	Served by SPD	Making progress, asked for time extension.
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2012

518 N 5th St	Protective Treatment, Exterior wall repairs	11/11/12	Scott Duer, PO Box 73 Staplehurst, NE 68439, 402-643-5478	Personal	Spoke to Owner. Scott called req. time extension. Holes in garage are patched, will paint this Spring.
912 Main St	Trees/limbs	01/11/15	Dan & Lorrie Pearson, 1465 Augusta Dr Seward, NE 643-3344	Notice letter	making progress. Recontacted and advised needs to finish cleaning out.
926 Main St	Trees/limbs	01/11/15	Dan & Lorrie Pearson, 1465 Augusta Dr Seward, NE 643-3344	Notice letter	making progress. Recontacted and advised needs to finish cleaning out.
149 N 1st	Elec System Hazard, Protective treatment, Abandoned Veh's	03/06/12	Robert Wasser, PO Box 115, Bee, NE 68314, 402-643-6384	Verbal	During inspection Wasser became angry at City Officials and stated he did not have funds to rectify violations, so the City should go ahead and start filing liens. No action taken by Wasser, proceeding to written/served formal Notice & Orders.

City of Seward - OPEN Code Violation Report

2011

535 S Columbia	Unsafe Structures, Foundation failing, Protective treatment	01/18/12	Daniel & Barbara Liska, 1215 Eastridge Seward, NE 68434	Verbal	Barb Liska stated; they're in the process of Demo garage, have roll off dumpster on site; the house is a large project they're doing themselves and will take time. No further progress observed. Barb stated working on 1 garage, when done, will demo leaning garage, then work on foundation. Started repairs to 2nd garage, making progress.
608 S 1st	Junk & Litter	06/03/13	James Kuhlman, 608 S 1st St. Seward, NE 68434, 402-641-4709 cell	Served by SPD	financial hardship, will work on putting up privacy fence, pulled Building permit for fence. 12-12-11 has removed some appliances and some junk, Progress on fence; Diggers Hotline has been there. Some post have been set and framing started. Just had hip surgery. NOTICE & ORDERS issued 5-3-13, deadline 6-3-13. Needs follow up. Still making progress.
427 N 3rd St.	Structural deterioration, protective treatment	09/05/11	Freddie Redmond, 427 N 3rd St. Seward, NE 68434. 641-4089	Certified	request indefinte time extension, financial hardship. Progress is being made (B11-226), has replaced porch support colums, purchased construction material for remaining repairs, and has set up scafoling to start scraping peeling paint once it warms up, started refoor. Making progress.

City of Seward - OPEN Code Violation Report

1313 W Hwy 34	Foundation Walls, Grading-Drainage, Storage	02/28/11	Brian Fehlhafer, 1389 Progressive Rd.	Certified	Referred to City Atty 2-28-11 for non-compliance/further action. City Admin. Baker will meet with Fehlhafer. Unknown status
411 S Columbia Ave	Protective Treatment, Gutters	10/19/11	Ken Schmeiding, 1352 N 8th St Seward, NE 68434, 643-4357	Verbal	No progress observed. Will re-contact. Ken stated no plans to do anything for this house until the other one is done.
2010					
29 Jackson St	Junk & Litter, Protective Treatment, Gutters, inoperable plumbing system	07/14/10	Wayne Pieper, 1142 E 6th St. York, NE 68467, cell # 366-8610	Verbal & Served	Referred to City Atty 7-14-10 for non-compliance/further action. FINAL NOTICE served by York Co Sheriff, Deadline to comply 12-12-11. Pieper will sched. walk thru Insp when available. Insp sched for Thur 4-12-12. All violations not rectified, (sewer, foundation) needs follow up.
429 S Columbia Ave	Protective Treatment, Gutters	10/19/11	Ken Schmeiding, 1352 N 8th St Seward, NE 68434, 643-4357	Verbal	Making progress, will continue working. No further progress observed, will re-contact. Plans to paint this summer. Painting started, no progress on gutters. Owner advised making progress on painting.
2009					
2008					

City of Seward - OPEN Code Violation Report

839 N 6th St	Exterior openings, Protective treatment, decayed siding/soffitts/facsia, Mechanical venting	08/24/08, 10/24/12	John McKinney, 135 Driftwood Dr. Aurora, NE 68813, 402-540-1353	Served by Hamilton Co Sheriff	Referred to City Atty 9-2-08 for non-compliance/further action; FINAL NOTICE served by Hamilton Co Sheriff Ofc, Deadline to comply 11-14-11. Pending litigation by City Atty , unsafe garage is attached to residnece. 12-9-11 City Atty called owners dad to ask him to help make son comply. To date still no action taken by Mckinney OR City Atty.. Demo estimate report completed and referred to City Admin. Per Baker-proceeding with plans for City to Demo this Spring. Per Hughes-postpone moving forward-waiting on Brauer to recontact Mckinney's dad. Mckinney obtained DEMO permit, scheduled to Demo this week. Garage Demo complete, in communications with owner ref remaining vio's. Communications have broke down again. Issued CONDEMNATION. Pending City Admin. decision on what to do next.
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**SEWARD POLICE DEPARTMENT
JANUARY 2015 MONTHLY REPORT**

ARRESTS	29
CITATIONS	19
PARKING TICKETS	43
WARNINGS	82

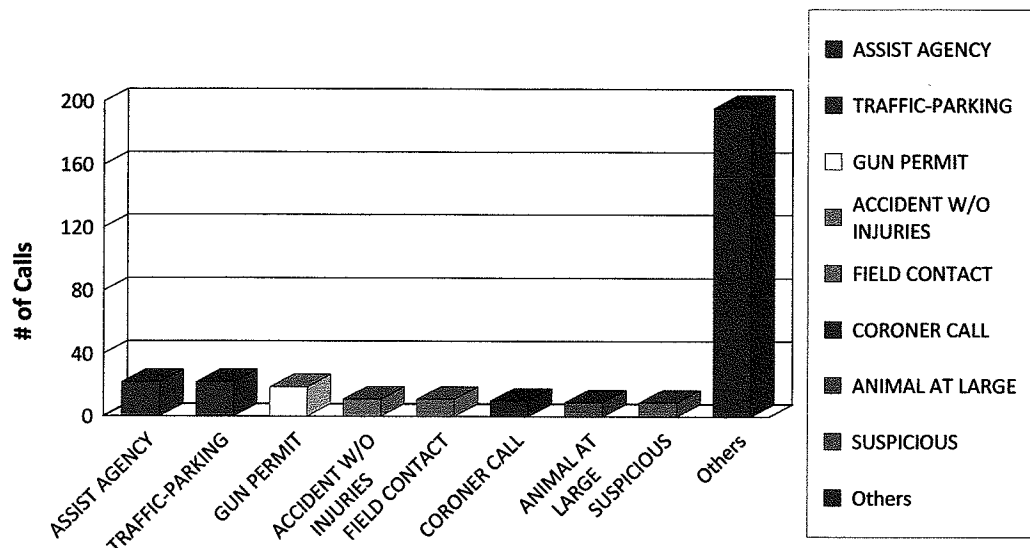
The above numbers do not include red tag warnings for parking violations, yellow tag warnings for animal violations or verbal warnings.

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

Calls Statistics by Type Summary

1/1/2015 - 1/31/2015
00:00:00 - 23:59:59

Agency - SPD



	1/2015	Total
911 ABANDONED	1	1
911 HANG UP	2	2
911 MIS-DIAL	2	2
911 OPEN LINE	1	1
ABANDONED VEHICLE	1	1
ABUSE/NEGLECT ADULT	1	1
ABUSE/NEGLECT CHILD	5	5
ACCIDENT HIT & RUN	5	5
ACCIDENT PARKING	2	2
ACCIDENT PROPERTY	1	1
ACCIDENT W/O INJURIES	11	11
ALARM ELEVATOR	2	2
ALARM FIRE	1	1
ALARM INTRUSION	5	5
ALARM TROUBLE	2	2
ANIMAL AT LARGE	9	9
ANIMAL CRUELTY TO	2	2
ANIMAL INJURED/SICK	2	2

	1/2015	Total
ANIMAL LIVESTOCK OUT	1	1
ANIMAL LOST	4	4
ANIMAL OTHER	1	1
ANIMAL VICIOUS	2	2
ARREST DUI	1	1
ARREST DUS	7	7
ARREST OTHER	1	1
ARREST REVOKED	1	1
ARREST WARRANT	3	3
ASSAULT PHYSICAL	2	2
ASSIST AGENCY	22	22
CIVIL CHILD CUSTODY	1	1
CIVIL KEEP PEACE	1	1
CIVIL OTHER	1	1
CIVIL PROPERTY DISPUTE	1	1
CORONER CALL	10	10
CRIMINAL MISCHIEF VANDAL	1	1
DEATH INVESTIGATION	3	3
DELIVER MESSAGE	2	2
DISREGARD	4	4
DISTURBANCE	2	2
DISTURBANCE DOMESTIC	4	4
DRIVE UNDER SUSPENSION	1	1
DRUG VIOLATION	8	8
DUPLICATE DISREGARD	2	2
EXTRA PATROL	5	5
FIELD CONTACT	11	11
FIRE-STRUCTURE	1	1
FIREWORKS AFTER HOURS	1	1
FIX IT TICKET	2	2
FOUND BICYCLE	1	1
FRAUD	1	1
FRAUD BAD CHECKS	1	1

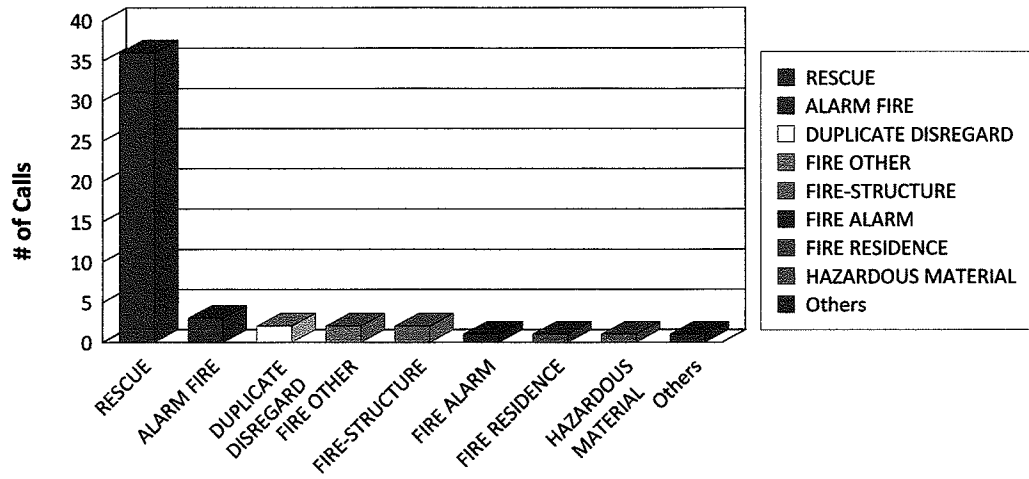
	1/2015	Total
FRAUD OTHER	2	2
FUNERAL ESCORT	7	7
GAS LEAK	1	1
GUN PERMIT	19	19
HARASSMENT	2	2
HITCHHIKER/TRANSIENT	1	1
INFORMATION	7	7
JUVENILE/UNCONTROLLABLE	1	1
LIQUOR-OTHER	1	1
LITTERING	2	2
MENTAL	1	1
MINISTERIAL AID-SALVATION	1	1
MISSING PERSON JUVENILE	1	1
MOTORIST ASSIST	4	4
OPEN DOOR BUSINESS	3	3
OPEN DOOR RESIDENCE	2	2
ORDINANCE VIOLATION	3	3
PROBATION PBT	1	1
PROPERTY FOUND	4	4
PROPERTY LOST	2	2
PUBLIC PEACE	3	3
PUBLIC SERVICE	3	3
RR XING ARM MALFUNCTION	1	1
SUSPICIOUS	9	9
TERRORISTIC THREAT	3	3
THEFT BUSINESS	4	4
THEFT FROM VEHICLE	2	2
THEFT RESIDENCE	1	1
TOWED VEHICLE	1	1
TRAF DEVICE DAM/MISSING	1	1
TRAFFIC - DUI	1	1
TRAFFIC CONTROL	1	1
TRAFFIC HAZARD	1	1

	1/2015	Total
TRAFFIC RECKLESS DRIVING	8	8
TRAFFIC STOP	3	3
TRAFFIC VEHICLE IN DITCH	3	3
TRAFFIC-OTHER	4	4
TRAFFIC-PARKING	22	22
TRESPASSING PRIVATE PROP	2	2
UTILITY ELECTRIC	1	1
VACATION/RESIDENCE CHECK	1	1
WELFARE CHECK	5	5
Total	309	309

Calls Statistics by Type Summary

1/1/2015 - 1/31/2015
00:00:00 - 23:59:59

Agency - SFD



	1/2015	Total
ALARM FIRE	3	3
DUPLICATE DISREGARD	2	2
FIRE ALARM	1	1
FIRE OTHER	2	2
FIRE RESIDENCE	1	1
FIRE-STRUCTURE	2	2
HAZARDOUS MATERIAL	1	1
RESCUE	36	36
RESCUE MUTUAL AID	1	1
Total	49	49

**Seward County Economic Development Corporation
Activities Report – Jonathan Jank**

Director's Report – February 13, 2015

Report period: 1/8/2015-2/13/2015

Presentations

- Submitted articles, quotes, and/or press releases for the Seward County Independent
- Promoting SCEDC via Facebook page and website updates
- Presented at the Nebraska Investment Finance Authority Housing Innovation Marketplace in Omaha (2/3)
- Monthly report to the Seward County Commissioners (2/10)
- Presented to the Nebraska National Guard Museum Special Television Show Host (2/13)

Financial Information

- Seward County Economic Development Corporation Primary Account Balance: \$35,960.95
- Seward County Economic Development Corporation Secondary Account Balance: \$90,181.87
- Fundraising:
 - ➔ Recent donations/grants:
 - Private Sector Annual Contributions (Pledges, Cash, and Donation of Facilities) to the SCEDC – Ayars and Ayars – \$625.02
 - Debit Card Dime-A-Time – \$0.50
- Events:
 - SCEDC Lunch and Learn "50% of Your Marketing Isn't Working. Learn How to Leverage & Track Your Current Marketing to Make that 50% Disappear" – January 15
 - Nebraska Builders Home and Garden Show in Lincoln (Marketing Seward County through a Booth) – February 13 – 15
- Upcoming Events:
 - Southeast Nebraska Resource Network Quarterly Meeting in Milford – March 12
 - Tri-County Career Day and Job Fair in York (Tri-CountyJobFair.com) – March 17
 - SCEDC Lunch and Learn "Trade Show Booth Best Practices" – March 19
 - Southeast Nebraska Professional Development Seminar in Seward (NebraskaProfessionals.com) – March 25
 - Community Venture Network – April 17/August 21/December 18
 - Fort Riley Veteran Job Fair (Workforce Recruitment Efforts for Seward County) – April 22
 - Mid-America Economic Development Council Best Practices Conference in Omaha – May 13 - 15
 - SCEDC Grant Funded Economic Development Research Trip in Europe – May 23 – June 13
 - EntrepreneurShip Investigation (ESI) Camp for Middle School Students in Seward County – June 23 – 27
 - National Manufacturing Day – October 2
 - FabTech Trade Show in Chicago – November 9 - 12
 - University of Oklahoma Economic Development Institute – December 6 – 10

Administration

- Meetings:
 - Seward County Bridges Board (Executive Committee Meeting – 1/15; Board Meeting – 1/27)
 - Seward Area Development Corporation (Monthly Meeting – 1/29)
 - Seward County Economic Development Corporation (Board Meeting – 1/8; Executive Committee Meeting – 1/28 and 2/6)
 - Seward City Council Meeting (Bi-Monthly Meeting – 1/20 and 2/3)
 - Milford City Council Meeting (Planning and Zoning Meeting – 1/29)
 - Village of Utica Trustees Meeting (Village Trustees Special Meeting about Leadership Application and Community Survey Priorities – 1/15)
 - Seward County Commissioners Meeting (Monthly Report – 2/10)

Membership Meetings

- Milford Chamber of Commerce (Luncheon Meeting – 1/8 and 2/12)
- Utica Commercial Club (None)
- Seward Area Chamber of Commerce (Annual Extravaganza – 1/12; Lunch and Learn – 1/13 and 2/10; Ambassador Call – 1/21; First Impressions Committee – 2/13)
- Seward Kiwanis Club (Monday Meetings)
- Seward County Interagency Council (Quarterly Meeting – 2/11)
- EntrepreneurShip Investigation (ESI) Camp for Middle School Students in Seward County (Camp Planning Meetings – 1/27 and 2/9)
- Milford Community Development (Assisted Living Development Meeting – 1/14; Downtown Revitalization Meetings – Multiple)
- Utica NEDED Leadership Application (Conference Call – 1/12)
- Lincoln Area Development Partnership (Regional Website Development Meetings – Multiple)
- Southeast Nebraska Development District/Southeast Resource Network (None)
- UNL President's Advisory Council (None)
- Community Change Catalyst with the Sherwood Foundation (1/16)

Trainings

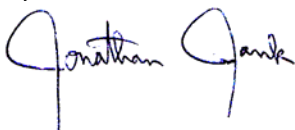
- Olsson Associates training called, "Funding 101" (2/12)

Projects (works in progress)

- Working on the Seward/Lincoln Regional Rail Campus with the City of Seward Rail Campus Committee to update due diligence/marketing materials
- Submitted on Project Torch
- Working with the Seward Area Development Corporation through Ayars and Ayars to develop their 23-acre site with a spec building on it
- Working on recruiting Kansas company to Seward County
- Working with a Seward County company closing one of its divisions to help find new local jobs for their employees
- Working with multiple entrepreneurs to start businesses in Seward County (including looking for real estate and explaining local/state funding programs)
- Working on RentSeward.com to provide a comprehensive database of rental properties to help recruit and support workforce in the county
- Working on analyzing a Dick Wehrs' Integrity Loan Fund application for a new business starting in Seward
- Provided requested resources and information about economic development efforts in Seward County to local and regional partners
- Working on submitting the City of Milford Downtown Revitalization Application through NEDED
- Working on the Village of Utica Leadership Application through NEDED
- Responded to multiple e-mails regarding requests for information about future development opportunities in Seward County
- Working on designing and implementing the SCEDC strategic planning action steps
- Working on planning for many upcoming events (see above) in Seward County and to promote Seward County...

Holiday – January 19, 2015

Signature:



Date: 2/13/15



City of Seward, NE
Tuesday, February 17, 2015
Regular Session

Item G4

**PUBLIC HEARING - 7:00 P.M. - PRESENTATION AND
DISCUSSION OF ONE AND SIX YEAR STREET
IMPROVEMENT PLAN - John Hughes**

Consideration of a Resolution Adopting the 2015 One and Six Year Street Improvement Plan

Administrative Report: Following presentation and discussion, a motion to approve the One and Six Year Plan via adoption of the Resolution would be in order.

Staff Contact:

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the City Council at 7:00 pm., on February 17, 2015 in the Council Chambers at the Municipal Building at 142 North 7th Street, Seward, Nebraska. Said Public Hearing will be to review the City's long-range six-year plan for highway, road and street improvements based on priority of need and calculated to contribute to the orderly development of an integrated State Highway System of highways, roads, and streets as required by Section 39-2115 R.S. Supp., 1971 Nebr. and also has prepared a plan for specific road and street improvements for the current year as required by Section 39-2119 R.R. Supp. 1971, Nebr. which plans are required to be filed with the State Highway Commission on or before March 1, and for the purpose of adopting said plans by the City of Seward, Nebraska. All persons interested may appear and be heard.

Dated February 4, 2015

John M. Hughes
Public Properties,
Capital Improvements
GIS Director

PUBLISH 1 TIME February 4, 2015
PROVIDE PROOF (1)

2014 Seward One Year 2015-2019 Six Year Street Plan

Priority	Project #	Project Type	Status	Projects Completed (2013)	Surfacing	Estimated Construction Costs	Estimated Construction Year	Funding
	M-539 (173)	New Road	Completed 2013	Izaak Walton Road - from Hwy 15 to 294th Rd. (Concrete)	Concrete	\$1,800,000.00	2013	80/20 cost share County, Fed EDA & NDOR
Priority	Project #	Project Type	Status	One Year Plan Description (2014)	Surfacing		Estimated Construction Year	Funding
1	M-539 (155)	New Paving	Construction Contract	Columbia Avenue - from Maple to Waverly Road (Concrete)	Concrete with Curb	\$300,000.00	2014	80/20 cost share with State & Federal
2	M-539 (170)	Trail	Engineering	Hiker/Biker trail from Highway 15 to Fairgrounds at 14th Street (ENH-30(83))	Concrete	\$4,000,000.00	2015	80/20 cost share with State & Federal
3	M-539 (139)	New Road	Engineering	Karol Kay from Hillcrest to 69 ft. S of Bader Drive (URB-6763(1))	Concrete with Curb	\$815,000.00	2015	80/20 Cost Share with State & Federal
4	M-539 (180)	Reconstruction		Waverly Road from Highway 15 E to Karol Kay Blvd	Concrete with Curb	\$1,100,000.00	2016 to 2018	Federal Aid Repurchase Program
5	M-539 (94)	New Paving	Engineering	Hughes Brothers/South Jackson Avenue from 11th Street to 10th Street	Concrete with Curb	\$47,500.00	2014	City/Hughes Brothers/Property Owners (Gap Paving)
6	M-539 (93)	New Paving	Engineering	Cedar Street from 6th Street to 5 Street (Concrete)	Concrete with Curb	\$30,000.00	2014	City/Property Owners (Gap Paving)
7	M-539 (164)	New Paving		Walnut Street from Progressive Road to Pine Street & Twin Oaks Road from Progressive to 200 feet west	Concrete	\$90,000.00	2014 to 2015	City/TIF Funds
Priority	Project #	Project Type	Status	Six Year Plan Description (2015-2019)	Surfacing		Estimated Construction Year	Funding
8	M-539 (151)	Reconstruction		East Hillcrest Drive from 175' east of Eastridge Drive to Plum Creek bridge	Concrete with Curb	\$130,000.00	2016 to 2019	
9	M-539 (131)	New Paving		Park Avenue from N. 11th St. to N. 12th Street	Concrete with Curb	\$37,000.00	2016 to 2019	City (Gap Paving)
10	M-539 (161)	New Paving		Pine Street from Birch Street thru Spruce Street	Concrete with Curb	\$85,000.00	2016 to 2019	
11	M-539 (162)	New Paving		Pine Street from Spruce Street thru Walnut Street	Concrete with Curb	\$85,000.00	2016 to 2019	
12	M-539 (163)	New Paving		Pine Street from Walnut Street to Cottonwood Street	Concrete with Curb	\$85,000.00	2016 to 2019	
13	M-539 (165)	New Paving		Spruce Street from ½ block west of Progressive Road to Pine Street	Concrete with Curb	\$60,000.00	2016 to 2019	
14	M-539 (184)	Reconstruction		East Hillcrest Drive from Highway 15 east to 175' east of Eastridge	Concrete with Curb	\$175,000.00	2016 to 2019	
15	M-539 (122)	Overlay		Columbia Avenue from Lincoln Street to Main Street or Highway 34	Asphalt	\$375,000.00	2016 to 2019	
16	M-539 (59)	Overlay		Jackson Avenue from 7th Street to 5th Street	Asphalt	\$34,000.00	2016 to 2019	
17	M-539 (83)	New Paving		Eastridge Drive from Bradford Street to Roberts Street.	Concrete with Curb	\$40,000.00	2016 to 2019	City (Gap Paving)
	Project #	Project Type	Status	Long Range Plan Description (2020+)	Surfacing		Estimated Construction Year	Funding
18	M-539 (152)	maintenance or overlay		Seward Street from 830 feet east of Plum Creek Lane to 1200 feet east of Evergreen Drive	chip seal or asphalt		2020+	Coordinate with County the Chip Seal to Highway 43 from end of this project
19	M-539 (186)	maintenance or overlay		Lindell Avenue from Jackson Avenue to East Seward Street & Jackson Avenue from Lindell Avenue to 127' east of Lindell Avenue	chip seal or asphalt		2020+	
20	M-539(187)	Overlay		South 3rd Street from Ash to Highway 34 & South 4th Street from Ash to Highway 34	Asphalt		2020+	
21	M-539(188)	Overlay		North Columbia from Moffit to Highway 34 (Main Street)	Asphalt		2020+	Coordinate with hospital project

Councilmember introduced the following resolution:

RESOLUTION NO. 2015-

“WHEREAS, the City Street Superintendent has prepared and presented a One Year and Six Year Plan for Street Improvement Program for the City of Seward, Nebraska, and

WHEREAS, a public hearing was held on the 17th day of February, 2015, to present this plan and there were no objections to said plan;

THEREFORE, BE IT RESOLVED BY THE Mayor and the City Council of the City of Seward, Nebraska, that the plans and data as furnished are hereby in all things accepted and adopted.”

Councilmember moved, seconded by Councilmember , that the resolution be adopted. Upon vote, the following Councilmembers voted as follows: Aye: Nay Absent:

The Mayor declared the resolution adopted.

Dated: February 17, 2015

Joshua Eickmeier, Mayor

ATTEST: _____
Bonnie Otte
Assistant Administrator
Clerk/Treasurer
Budget & HR Director

(SEAL)

City of Seward, NE
Tuesday, February 17, 2015
Regular Session

Item G5

**PUBLIC HEARING - 7:00 P.M. - PRESENTATION AND
ACTION ON ENERGY ELEMENT TO COMPREHENSIVE
PLAN - John Hughes**

Consideration of an Ordinance Amending the Comprehensive Plan with the Inclusion of the Energy Element

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

Staff Contact:

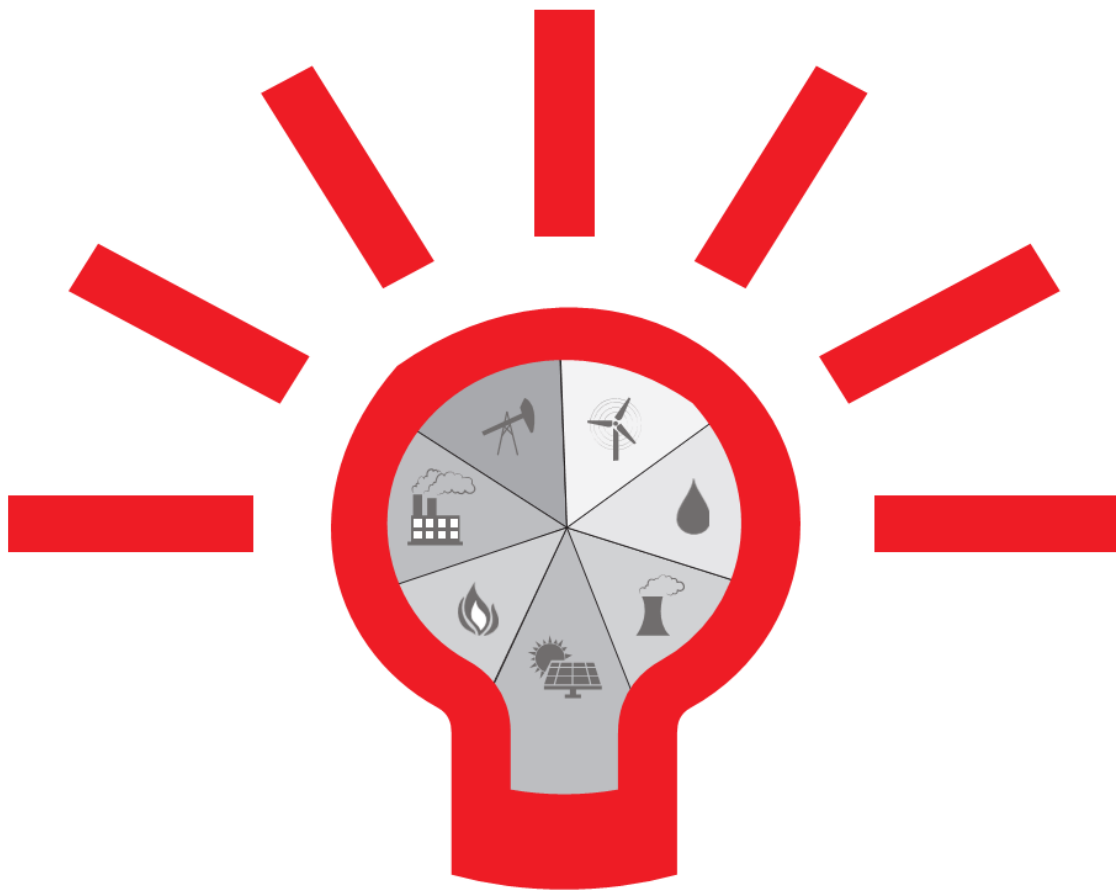
NOTICE OF PUBLIC HEARING

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 February 9, 2015, and the City Council of the City of Seward, Seward County, Nebraska on Tuesday February 17, 2015 at 7:00 pm in the Council Chambers at the Municipal Building, 142 North 7th Street, Seward, Nebraska. Said Public Hearings will be on a discussion of a new Energy Element addition to the City's Comprehensive Plan.

All interested parties shall be afforded at such public hearing a reasonable opportunity to express their views regarding the proposed adoption.

Ed Gonzalez
Building/Zoning Director

Published: 1-28-2015



Energy Element

Seward, Nebraska

Adopted _____
Ordinance No. _____



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Introduction

Energy plays a crucial role in nearly every aspect of our lives. It is used to grow our food, to move us from place to place, to light our homes, and to make the products we buy. The vast majority of our energy is currently supplied by fossil fuels, which are nonrenewable resources. Federal regulations are tightening emission rules for power plants, thus increasing the cost of using fossil fuels. By planning for energy and its use, Seward can save money, have a more resilient economy, conserve natural resources, and be better prepared for the future.

Acknowledgements

City of Seward

Nebraska Energy Office

National Renewable Energy Laboratories (NREL)

U.S. Department of Energy (DOE)

Eastern Interconnection States' Planning Council
(EISPC)

AWS Truepower

American Wind Energy Association

The U.S. Environmental Protection Agency

Nebraska Public Power District (NPPD)

U.S. Energy Information Administration (EIA)

International Renewable Energy Agency

Nebraska Energy Policy Overview

Nebraska Legislation LB997

In 2010, Nebraska Legislators passed LB 997 requiring all municipalities and counties, with the exception of villages, to adopt an energy element into their comprehensive plan. Energy elements are required to have three components:

1. Energy infrastructure and energy use by sector
2. Utilization of renewable energy sources
3. Energy conservation measures that benefit the community

The following energy element is included within Seward's Comprehensive Plan in order to fulfill the requirement of LB 997.

Nebraska Energy Plan

The 2011 Nebraska Energy Plan outlines 14 strategies for the state to consider in meeting the following three objectives:

1. Ensure access to affordable and reliable energy for Nebraskans to use responsibly
2. Advance implementation and innovation of renewable energy in the state
3. Reduce petroleum consumption in Nebraska's transportation sector

The 14 strategies include:

- Continue support of Nebraska's unique public power system
- Increase opportunities for demand-side energy management and energy efficiencies
- Maximize the investment in Nebraska's coal plants
- Expand Nebraska's nuclear power generation capacity

- Increase opportunities for industrial and municipal waste-to-energy projects
- Optimize the use of Nebraska's water resources for hydroelectric power generation
- Improve municipal water and wastewater management strategies and water quality
- Continue building Nebraska's wind energy through public-private partnerships
- Increase opportunities for methane recovery from agricultural and community biomass resources
- Increase opportunities for woody biomass in Nebraska
- Support distributed generation of renewable technologies
- Increase ethanol production, blended and delivered across Nebraska and to markets outside the state
- Increase development and use of other alternative fuels
- Diversify and expand opportunities for renewable diesel in Nebraska

Nebraska Energy Code

Under §§81-1608 to 81-1616, the State of Nebraska has adopted the International Energy Conservation Code as the Nebraska Energy Code. Any community or county may adopt and enforce the Nebraska Energy Code or an equivalent energy code. If a community or county does not adopt an energy code, the Nebraska Energy Office will enforce the Nebraska Energy Code in the jurisdiction. Seward is in the process of adopting the 2012 Energy Conservation Code.

The purpose of the Code, under §81-1608, is to insure that newly built houses or buildings meet uniform energy efficiency standards. The statute finds that:

there is a need to adopt the International Energy Conservation Code in order (1) to ensure that a minimum energy efficiency standard is maintained throughout the state, (2) to harmonize and clarify energy building code statutory references, (3) to ensure compliance with the National Energy Policy Act of 1992, (4) to increase energy savings for all Nebraska consumers, especially low-income Nebraskans, (5) to reduce the cost of state programs that provide assistance to low-income Nebraskans, (6) to reduce the amount of money expended to import energy, (7) to reduce the growth of energy consumption, (8) to lessen the need for new power plants, and (9) to provide training for local code officials and residential and commercial builders who implement the International Energy Conservation Code.

The Energy Code applies to all new buildings, as well as renovations of or additions to any existing buildings. Only those renovations that will cost more than 50 percent of the replacement cost of the building must comply with the Code. There are exceptions to the Nebraska Energy Code including: buildings that are neither heated nor cooled, buildings registered as a historic place, or buildings with very low average energy use. Visit the Nebraska Energy Office website to see all the rules, regulations, and exceptions regarding the Energy Code.

Nebraska Legislation LB436 - Net Metering

The Nebraska Legislature also adopted LB436 which allows for net metering. Net metering is the process in which a citizen has the opportunity to generate their own energy and send excess energy onto the grid. The utility company purchases the excess energy from the customer through credits. Net metering was found to be in the public interest because it encourages customer-owned renewable energy sources. Net metering can stimulate the economic growth, encourage diversification of the energy resources used, and maintain the low-cost, reliable electric service for the State of Nebraska.

According to the Municipal Code, Seward allows net metering for small production facilities with capacity of one hundred kilowatts (kW) or less. Facilities must meet the generation policies and procedures as outlined by the City.

Solar and Wind Easements and Local Option Rights Laws

Nebraska's easement provisions allow property owners to create binding solar and wind easements in order to protect and maintain proper access to sunlight and wind. Counties and municipalities are allowed to develop zoning regulations, ordinances, or development plans that protect access to solar and wind energy resources. Local governing bodies may also grant zoning variances to solar and wind energy systems that would be restricted under existing regulations, so long as the variance is not substantially detrimental to the public good.

For summaries of additional programs, incentives and policies in Nebraska visit the Database of State Incentives for Renewables & Efficiency (DSIRE) website:

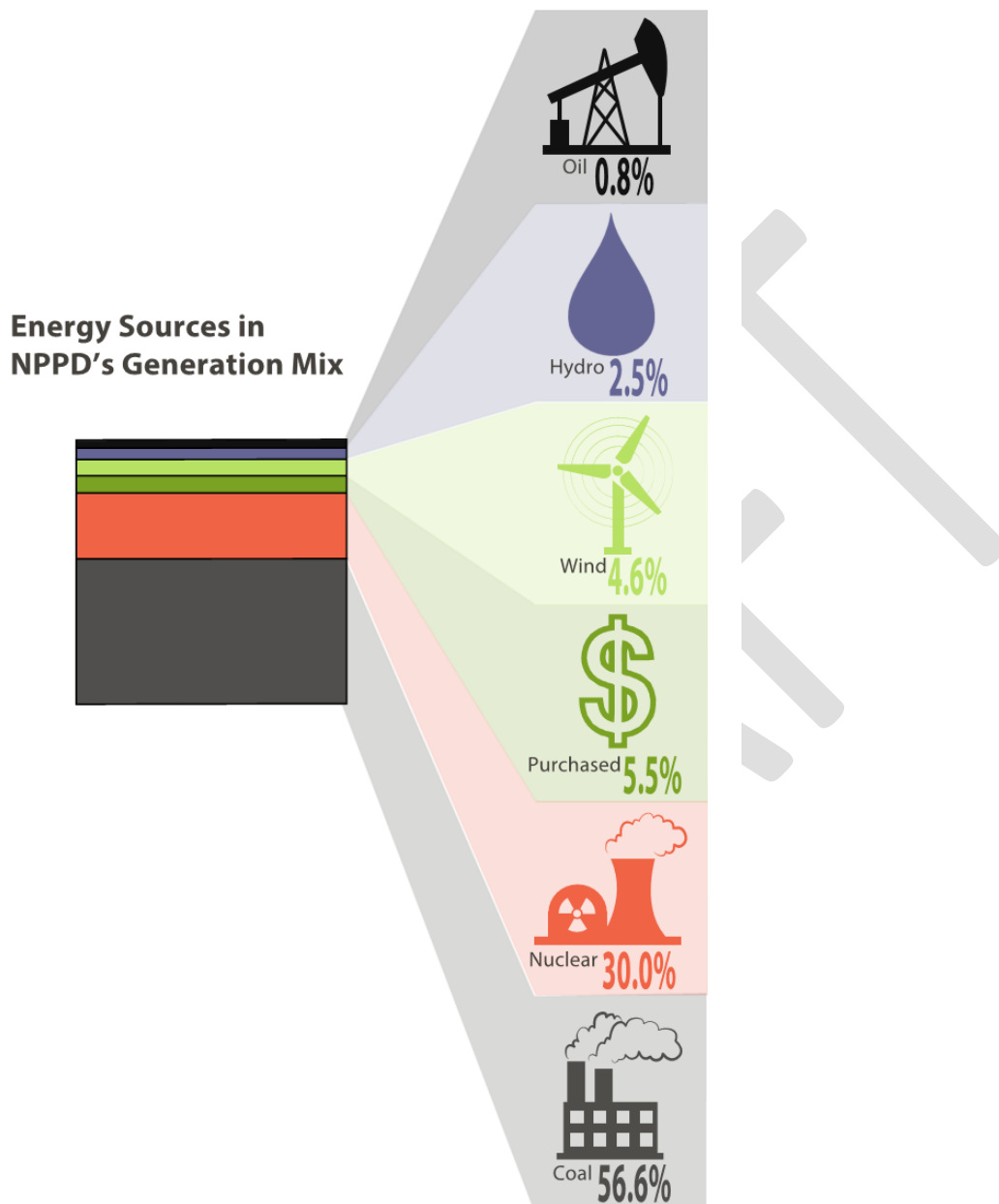
<http://www.dsireusa.org/incentives/index.cfm?re=0&ee=0&spv=0&st=0&srp=1&state=NE>

Energy Infrastructure

The City owns and operates the electrical distribution system within Seward. As of 2014, the City serves 2,725 residential customers and 536 commercial and industrial customers with a peak load of 23,000 kW.

Nebraska Public Power District (NPPD) is the wholesale power provider for the city. NPPD is the state's largest electric utility and delivers power to approximately a million Nebraskans and has the capacity to meet the needs of new loads. As seen in Figure 1, NPPD has a diverse generation mix including: coal, nuclear, hydro, gas and oil, and wind. As NPPD continues to purchase the output of wind farms across the state, wind will likely be a much larger percentage of their generation mix.

Figure 1:



Energy Use

Table 1 shows Seward's electricity consumption in kWh by sector. The residential, rural, and large commercial sectors used more electricity in 2013 than in 2012. Total consumption increased by 1.12%. The trend of overall increasing energy consumption in Seward is consistent with the statewide trend shown in Figure 4. If Seward continues to increase consumption, the electric department will likely have to invest in infrastructure/capacity upgrades.

Table 1: Seward Electrical Consumption in kWh by Year and Sector

Sector	2012	2013	% Change
Residential	27,103,134	28,506,798	5.18%
Rural	701,142	751,166	7.13%
Large Commercial	22,473,917	22,959,816	2.16%
Small Commercial	11,586,000	11,575,424	-0.09%
Industrial	31,098,526	30,207,752	-2.86%
Total	92,962,719	94,000,956	1.12%

Data from the city of Seward

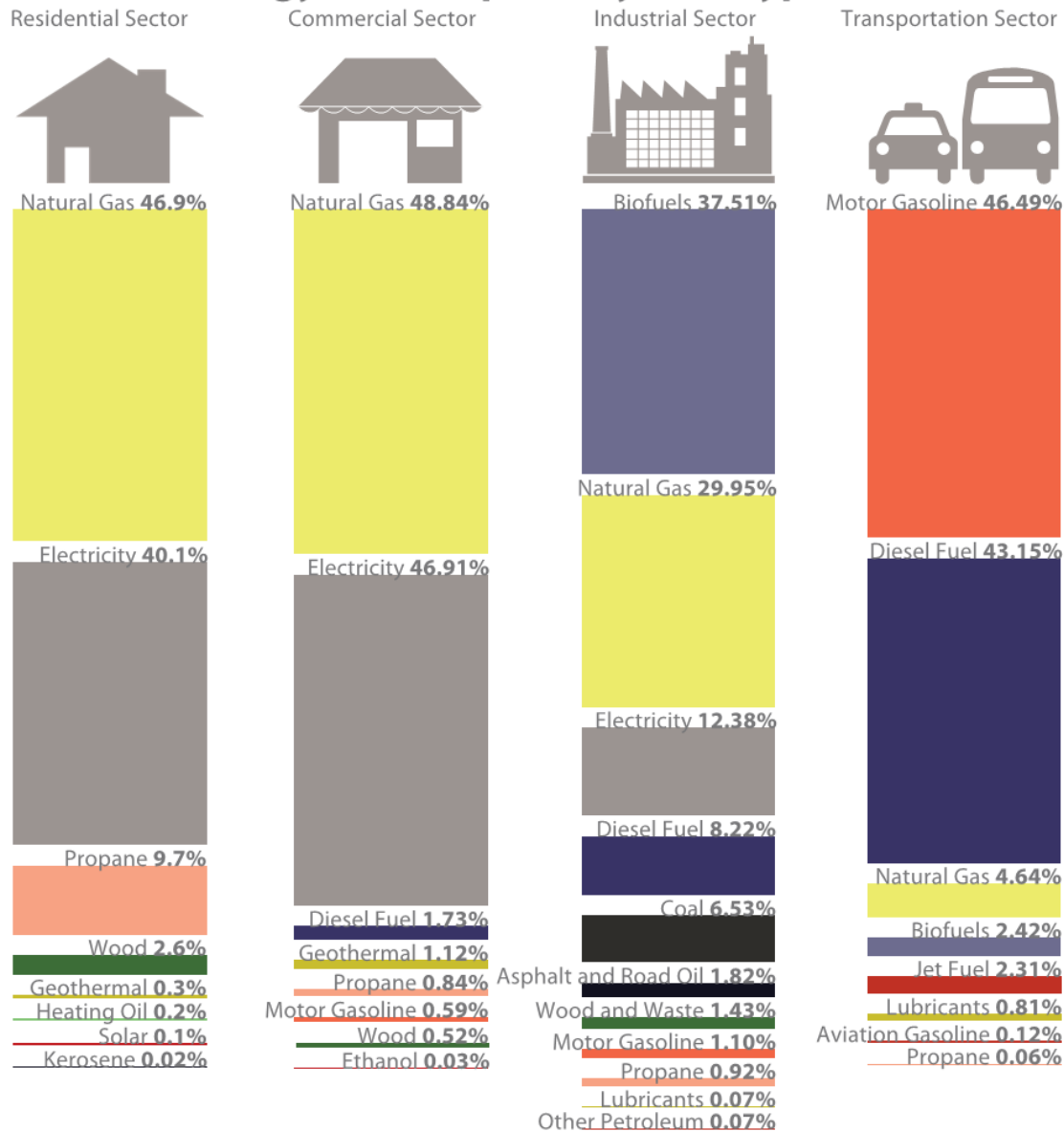
Many factors affect electricity consumption including: use patterns, weather, and economics. For example, an unusually hot summer will cause an increase in electricity consumption for air conditioning. Although things such as the weather are uncontrollable, there are certain things Seward can control, such as use patterns and the efficiency of buildings. It is in the residents' and the City's interest to increase energy efficiency so that less money will be spent on utility bills and infrastructure upgrades and more money into the local economy. Resources to improve energy efficiency are located in the education and funding sections below.

Nebraska Energy Statistics

The following Nebraska energy data is used as consumption data by fuel type was not available for Seward as well as to provide context to the Seward consumption data. Figure 3 shows the net energy consumption by fuel type in the residential, commercial, industrial, and transportation sectors. A majority of the energy spent in the residential and commercial sectors in the form of natural gas and electricity is for heating, cooling, and lighting buildings. The industrial sector, which includes agriculture, relies on biofuels for 37.51% of its energy consumption.

Figure 2:

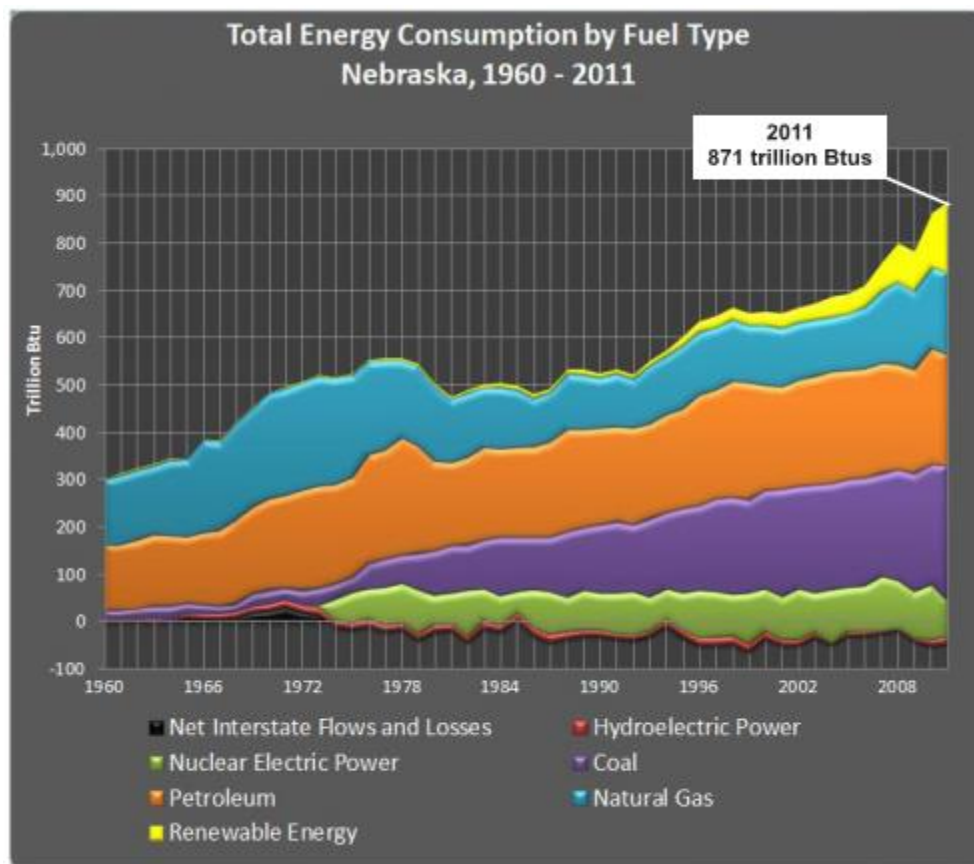
2011 Net Energy Consumption by Fuel Type in Nebraska



Data for Figure 2 is from the Nebraska Energy Office.

As shown in Figure 3, Nebraskans rely on fossil fuels for an overwhelming majority of their energy needs. Energy consumption continues to steadily increase from year to year with Nebraskan's consuming 871 trillion BTUs in 2011. Natural gas and renewable energy consumption are expected to increase in the future as concerns for emissions increase and as these sources become more economical.

Figure 3:



Sources: State Energy Data Report. Energy Information Administration, Washington, DC.
Nebraska Energy Office, Lincoln, NE.

Figure 4 shows how much energy Nebraska consumed in 2012 and how much money Nebraska spent on energy in 2012. Total energy consumption decreased by 10 trillion BTUs from 2011 to 2012, or 1%. Even though transportation consumption was just under 23% of the total in 2012, Nebraska spent more money on transportation than residential, commercial and industrial energy uses combined.

Figure 4:

Nebraska Energy Consumption and Costs By Sector, 2012

Residential	Commercial	Industrial	Transportation	TOTAL
ENERGY				
147.0	131.9	384.8	196.9	860.6
17.1%	15.3%	44.7%	22.9%	100%
COSTS				
1,390.3	990.5	2,289.5	5,423.0	10,093.3
13.8%	9.8%	22.7%	53.7%	100%

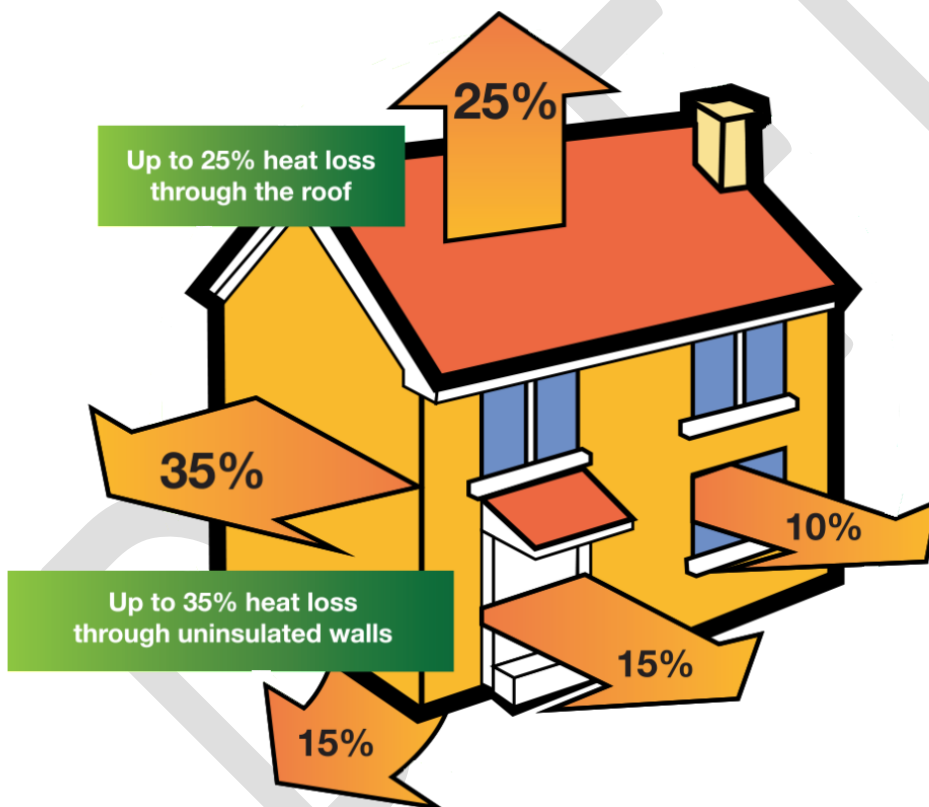
Opportunities for Energy Conservation

Buildings

According to the 2012 American Community Survey (ACS), 48% of the houses in Seward were built before 1970; and 23.6% before 1940. These homes are an opportunity for Seward to significantly reduce its energy use. In older homes, improvements in insulation, windows, appliances and lighting can cause them to be significantly more energy efficient and save the homeowner in energy costs. Figure 5 shows the common places houses lose heat. Up to 60% of heat loss is through the roof and uninsulated walls.

There are a number of programs and incentives available for homeowners and business that want to improve their energy efficiency. These programs and incentives are described in the education and funding sections below.

Figure 5: Average Home Heat Loss



Graphic from: www.eco-uk.co.uk

Transportation

The average commute to work for the citizens of Seward is 17.7 minutes (ACS 2012). Over 77% of residents drive alone (ACS 2012). The citizens of Seward are spending a lot of time, money, and energy getting to work. Strategies to reduce energy use for transportation include: investing in trails, sidewalks, and multi-modal transportation infrastructure, and encouraging carpooling, economic development to increase local jobs, compact development and mixed use development.

Landscaping

A well-designed landscape not only improves the aesthetics of a home or business, it can reduce water use and lower energy bills. According to the Nebraska Energy Office, a well-designed landscape saves enough energy to pay for itself in less than eight years. For example, when planted in the right spot, trees can provide shade from the sun in the summer and block the cold wind in the winter.

Recycling and Composting

Recycling and composting preserves energy by reducing the energy needed to extract raw materials. For example, using recycled aluminum scrap to make aluminum cans uses 95% less energy than making aluminum cans from raw materials (EIA). Recycling and composting also reduce the amount of solid waste dumped in the landfill, which allows landfills to stay open and functioning for more years.

Currently, the city of Seward owns and operates a recycling center as well as a composting pile. Located at 340 South 7th Street, the recycling center is open three days a week and is run by one part-time employee along with volunteers. The city of Seward website has information related to operating hours and materials accepted. The city of Seward should continue to support recycling and composting efforts.

Opportunities for Renewable Energy

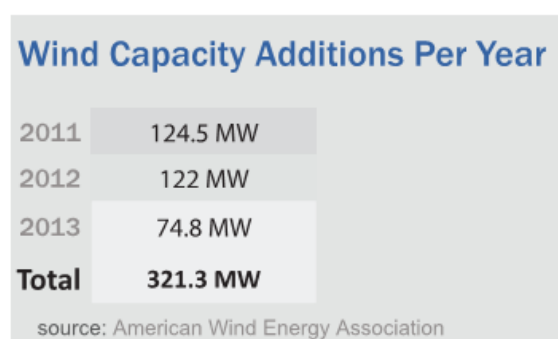
Renewable Energy Sources

Nebraska is the only state in the U.S. that is 100% public power. Since they are not seeking profits, public power districts have been able to maintain some of the lowest electricity prices in the nation. The low cost of energy is one of the reasons that Nebraska has not fully taken advantage of its renewable energy potential. Unlike places such as California, where electricity prices are high, renewable energy systems have historically not been economical for Nebraska. Below is a summary of potential renewable energy options for Seward.

Wind

According to the American Wind Energy Association, Nebraska has one of the best wind resources in the United States; 92% of Nebraska has the adequate wind speeds for a utility scale wind farm. Nebraska ranks 3rd in the U.S. in gigawatt hour (GWh) wind generation potential, but has been slow in utilizing this resource compared to other states. Nebraska currently ranks 20th in total MW installed with 735 MW. According to the National Renewable Energy Laboratory, Nebraska's wind potential at 80 meters hub height is 917,999 MW. Wind Power is capable of meeting more than 118 times the state's current electricity needs. As shown in Figure 6, Nebraska added a significant amount of wind capacity between 2011 and 2013, and will likely continue to increase wind capacity in the future.

Figure 6:



As seen in Figure 7, Seward and the rest of Seward County have excellent wind resources with wind power densities up to 600 watts per square meter. Electricity produced through wind power will be most cost effective on the utility/commercial scale. Small scale wind systems for homes and businesses may not be as cost effective, but they should be encouraged in appropriate settings. Small scale wind systems can be utilized to lower the owner's monthly utility bill in areas with net metering.

Figure 7:

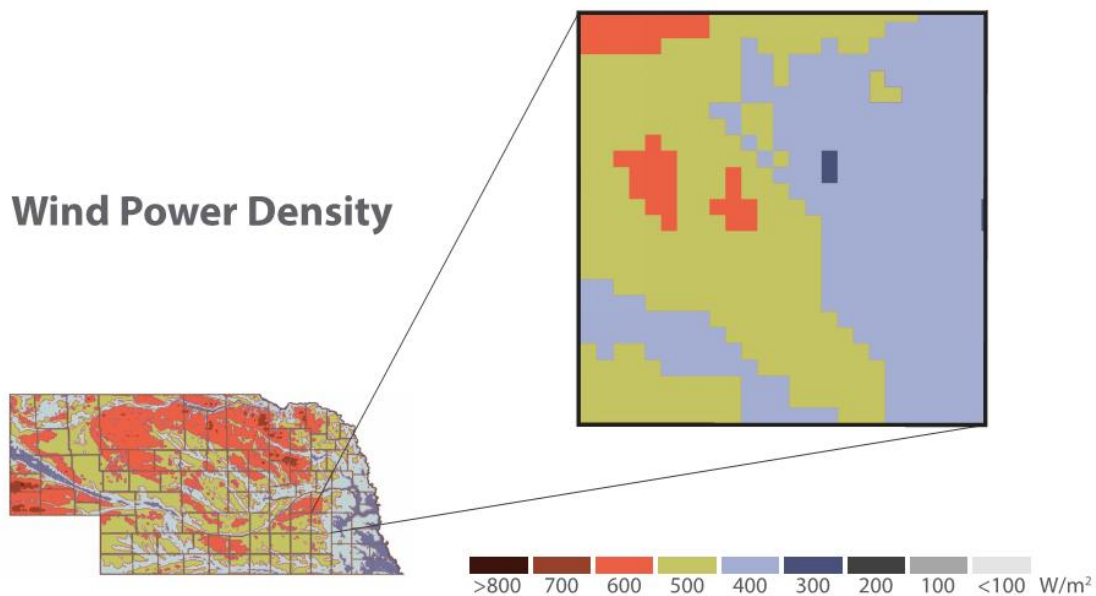


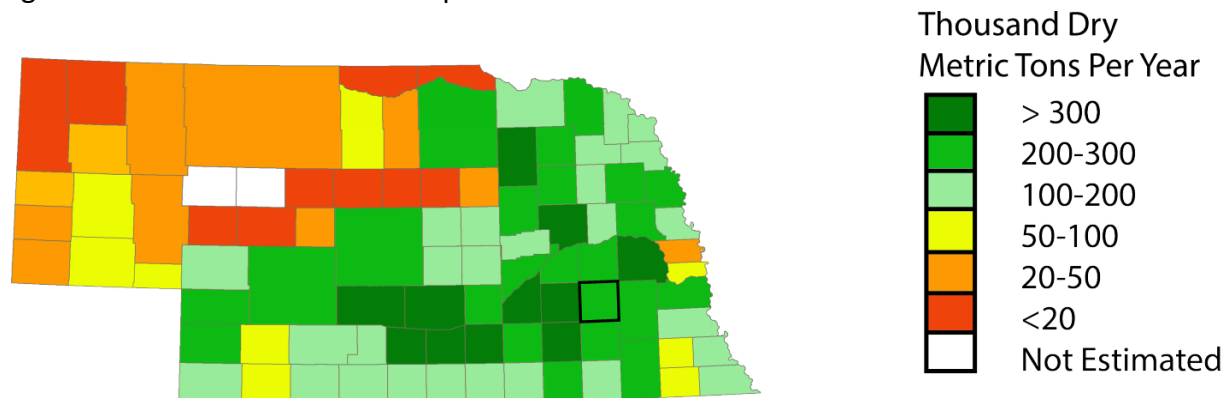
Figure 7 represents the gross estimated annual average wind power density for Nebraska and Seward County. This data indicates how much energy is available for conversion by a wind turbine at a particular location. This map was created with data from EISPC and AWS Truepower.

Biomass

Biomass (biodiesel, ethanol, landfill gas, methane, wood and wood waste) accounted for 81.7% of all renewable energy generated in Nebraska in 2011. As seen in Figure 8, Seward County has great biomass resources with 200-300 thousand metric tons of crop residues per year. Below are some biomass applications that could be evaluated for Seward.

Direct-fired System- Most biomass plants that generate electricity use direct-fired systems. Simply, these plants burn biomass feedstock directly to produce steam. This steam turns a turbine, which turns a generator that converts the power into electricity. The feedstock for direct systems can be a number of things: wood and wood waste, agricultural residues, municipal solid waste, or industrial waste. Wood fueled systems currently provide energy for a number of manufacturing facilities, two colleges, and other buildings across Nebraska. Wood fueled energy systems have the potential to create significant energy savings versus traditional fossil fuels. The Nebraska Forest Service currently has a grant program to help with the up-front costs of converting to a wood energy system.

Figure 8: Biomass Resources – Crop Residues



Data for Figure 8 is from NREL.

Biodiesel- The two Nebraska commercial scale plants located in Arlington and Scribner have an estimated production capacity of 5.4 million gallons per year, but both closed in the late 2000's due to the price of soybeans used for feedstock.

Ethanol- Ethanol produced from corn and grain sorghum is a growing energy resource in Nebraska. According to the Renewable Fuels Association, Nebraska has the second largest ethanol production capacity in the nation and the second largest current operating production in the nation. Approximately 14% of the nation's ethanol capacity is in Nebraska's 27 ethanol plants. The closest ethanol plant is the 55 million gallon per year facility in York.

Ninety-one percent of Nebraska's ethanol production goes to U.S. domestic markets, 5% is exported to other countries, and 4% is used by Nebraskans. The state's Ethanol Board estimates that 40% of Nebraska's corn crop and 75% of the state's grain sorghum crop are used in the production of ethanol.

Ethanol consumption is mainly in the form of blended gasoline. Ethanol production and consumption is expected to continue to increase as national legislation continues to affect state policies. The Renewable Fuel Standard, established in 2005 as a part of the Energy Policy Act, requires a minimum of 36 billion gallons of renewable fuel to be used in the nation's gasoline supply by 2022. In 2013, 87 octane fuel without ethanol began to be phased out and replaced with an ethanol-blended 87 octane gas. Nearly all fuel stations in Nebraska and Iowa have phased out 87 octane fuel without ethanol as of 2014.

Biogas- Biogas is a product of the decomposition of manure, via anaerobic digestion, and is typically made of about 60% methane, and 40% carbon dioxide. Biogas can be used to generate electricity, as a boiler fuel for space or water heating, upgraded to natural gas pipeline quality, or other uses. After the production of biogas, the remaining effluent is low in odor and rich in nutrients. The byproducts of biogas production can be used as fertilizer, livestock bedding, soil amendments or biodegradable planting pots. For additional information about biogas visit: <http://www.epa.gov/agstar/anaerobic/>.

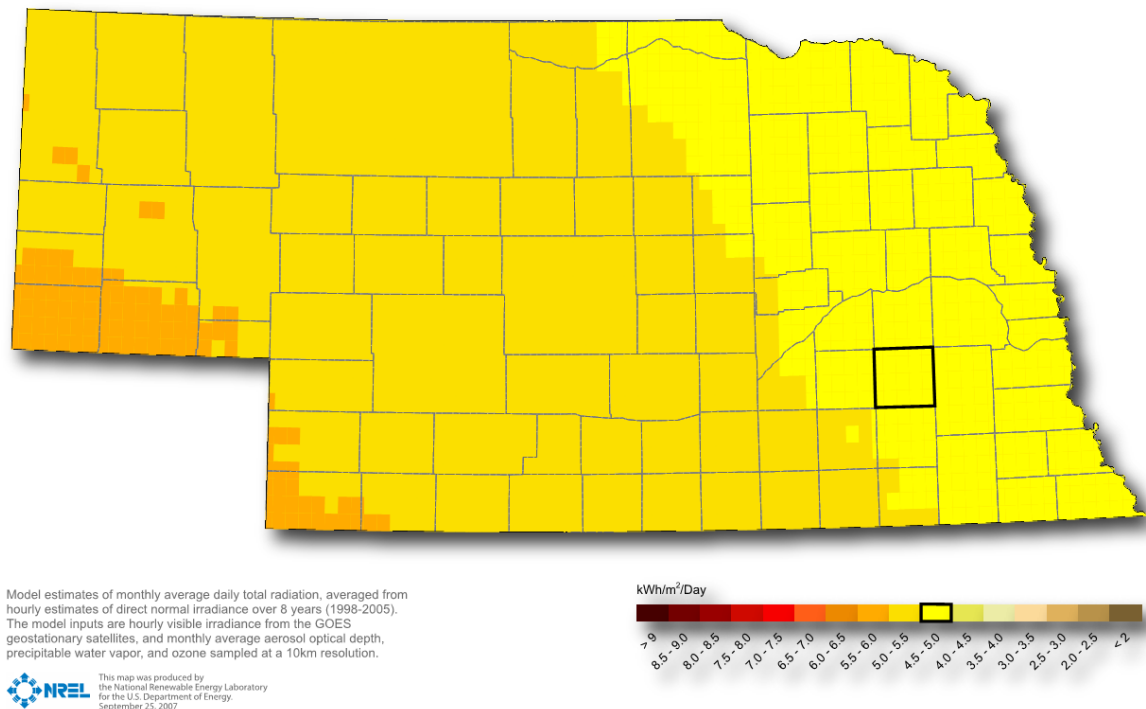
Solar Power

According to the National Renewable Energy Laboratory, Nebraska is ranked 13th in solar energy potential. As seen in Figure 9, Seward and the rest of Seward County have an average solar radiation of 4.5-5.0 kilowatt hours per square meter per day. Currently, solar technologies are marginally used in Nebraska because it has historically been difficult for solar technologies to compete with the state's low electric rates.

According to the International Renewable Energy Agency, the cost of solar photovoltaic (PV) panels decreased 80% from 2009 to 2013. As the cost of solar panels continues to decrease, solar can be utilized at an individual home or business scale to help supplement electrical needs. Many utility companies throughout Nebraska have incentives to help with the cost of solar, but additional steps could be taken to increase the amount of solar energy generated in Seward.

Figure 9:

Global Solar Radiation at Latitude Tilt - Annual



Passive solar- Passive solar design takes advantage of a building's site, climate, and materials to minimize energy use. A well-designed passive solar home first reduces energy use for heating and cooling through energy-efficiency strategies and then meets the reduced need in whole or part with solar energy. In simple terms, a passive solar home collects heat as the sun shines through south-facing windows and retains it in materials that store heat, known as thermal mass.

Geothermal

The type of geothermal application that is most practical and economical for the residents of Seward is the use of geothermal heat pumps. Closed loop systems move fluids through continuous pipeline loops that are buried underground at depths where the temperature does not fluctuate much. Heat picked up by the circulating fluid is delivered to a building through a traditional duct system. Geothermal heat pumps discharge waste heat into the ground in the summer months and extract heat from the ground in the winter months.

Geothermal heat pumps are slowly becoming a popular method of heating and cooling buildings. Heat pumps are especially popular across the state in large buildings such as schools, churches, and municipal buildings. Heat pumps use much less energy than traditional heating and cooling systems. This translates into energy and money savings while also reducing air pollution. There are some state incentives to help with the initial cost of geothermal energy.

Education

Seward will not be able to achieve its energy goals without the help of its citizens. Seward should educate the public on the benefits of energy efficiency and the most feasible renewable energy systems. In the following subsections there are resources provided that Seward can use to raise awareness regarding energy efficiency and renewable energy systems.

Home Energy Suite

On the city of Seward's website (www.cityofsewardne.com), follow the Electric Department heading to find the link to the HomeEnergySuite. Within the Suite is energy information, energy saving tips, and special purpose calculators. These calculators compare the costs of systems relating to heating, irrigation, lighting, heat pumps, and even televisions. The suite also includes the HomeEnergyCalculator that analyzes the energy efficiency of a home.

Energy Saving Tips

The Nebraska Energy Office has listed ways to save money on energy bills for the home, farm, business, or vehicle. Options for energy savings are listed on the Office's web site at <http://www.neo.ne.gov/tips/tips.htm>.

The U.S. Department of Energy created a document that explains tips on saving money and energy at home: http://energy.gov/sites/prod/files/2014/05/f16/Energy_Saver_Guide_PhaseI_Final.pdf

Jobs and Economic Development Impact Models (JEDI)

Developed for the National Renewable Energy Laboratory, the JEDI models were created to demonstrate the economic benefits associated with renewable energy systems in the United States. This model can be used by anyone: government officials, decision makers, citizens. The model is simple, the user enters in information about the project and it will generate economic impact data such as jobs, local sales tax revenue etc.

Funding

Although energy efficiency upgrades and some renewable energy applications will save money over time, the initial costs can be burdensome. Below are some incentives, programs, and resources that Seward can use to help with the initial costs of energy efficiency and renewable energy.

Financial Incentives

There are a number of federal and state incentives for renewable energy production and energy efficiency. These include:

- Renewable Energy Tax Credit (Corporate)
- Renewable Energy Tax Credit (Personal)
- Property Tax Exemption for Wind Energy Generation Facilities
- Sales and Use Tax Exemption for Community Wind Projects
- Sales and Use Tax Exemption for Renewable Energy Property
- Dollar and Energy Savings Loans (State Loan Program)

For summaries of additional programs, incentives and policies in Nebraska visit the Database of State Incentives for Renewables & Efficiency (DSIRE) website:

<http://www.dsireusa.org/incentives/index.cfm?re=0&ee=0&spv=0&st=0&srp=1&state=NE>

Grants

The city of Seward should continue to explore grant opportunities to help fund energy conservation or renewable energy projects. There are many state, federal, and non-profit agencies that distribute funding for energy projects.

Energy Assistance Programs

Residents wanting help paying their utility bills can visit this website with links to many programs in Nebraska: <http://nebraskaenergyassistance.com/assistance/>

The Weatherization Assistance Program helps lower income families save on their utility bills by making their homes more energy efficient. The Nebraska Energy Office administers the federally-funded program. This website describes the program and how to apply:

<http://www.neo.ne.gov/wx/wxindex.htm>

Current Energy Efforts and Achievements

- In 2010, the city of Seward received an Energy Efficiency and Conservation Block Grant distributed by the Nebraska Energy Office for \$253,640.55. This grant, along with the \$205,559.68 in matching funds, went to improving the energy efficiency of Seward's City Hall, the Wastewater Treatment Plant, and various other city owned buildings.
- In 2015, the city of Seward will upgrade all streetlights to LEDs. LED streetlights last longer than the current streetlights and use much less energy. This project will save the city of Seward in energy costs and manpower for years to come.

Goals and Strategies

The following are goals and strategies suggested for Seward:

1. Reduce energy use per capita in Seward
 - a. Increase the energy efficiency of buildings within Seward
 - i. Adopt updated Energy Conservation Code
 - ii. Educate homeowners regarding practical energy efficiency measures
 - iii. Encourage meeting current LEED standards for new buildings and renovations in Seward
 - iv. Encourage residential and commercial energy upgrades
 - v. Encourage energy conservation through the siting of development and landscaping
 - b. Ensure efficient use of land resources
 - i. Encourage new development adjacent to existing development
 - ii. Encourage infill development
 - iii. Encourage mixed use development
 - c. Take advantage of programs and incentives offered by state agencies
 - d. Continue to encourage recycling in Seward
 - e. Educate citizens regarding the energy element
 - i. Implement education, outreach and citizen engagement strategies
 1. Continue to utilize city webpage to inform citizens of its energy related efforts, as well as provide energy saving tips
 2. Develop a demonstration garden at a highly visible public facility
 - ii. Recognize local projects that support the goals and strategies of the energy element
2. Increase the amount of renewable energy generated in Seward
 - a. Inform citizens about practical renewable energy options
 - b. Examine and remove unintended barriers for appropriate renewable energy generation
 - c. Evaluate the feasibility of producing renewable energy from a city owned facility
 - d. Encourage renewable energy use in buildings
3. Continue to reduce energy consumption within the city of Seward's operations
 - a. Conduct building energy audits on priority city buildings to identify energy retrofit and improvement opportunities
 - b. Educate city staff regarding energy consumption
 - c. Educate city staff on latest trends, energy codes, and systems
 - d. Explore feasible on-site renewable energy applications in appropriate city facilities and projects
 - e. Research funding opportunities to finance energy efficiency improvements
 - f. Work with the electric department and NPPD to regularly review and evaluate distribution systems, and other energy infrastructure.

Definitions

LEED: Leadership in Energy & Environmental Design (LEED) is a green building certification program that recognizes best practices in building and construction. In order to receive LEED certification, building projects satisfy prerequisites and earn points to achieve different levels of certification. Building to LEED standards does not require LEED certification. (<http://www.usgbc.org/leed>)

DRAFT

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEWARD, NEBRASKA TO AMEND THE COMPREHENSIVE PLAN FOR THE CITY OF SEWARD, NEBRASKA TO INCLUDE THE ENERGY ELEMENT AS PREPARED BY JEO CONSULTING GROUP, INC.; TO PROVIDE FOR THE REPEAL OF ORDINANCES INCONSISTENT HERewith; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That the Amendment to the Comprehensive Plan for the City of Seward, Nebraska, pertaining to the Energy Element, prepared by JEO Consulting Group, Inc for the City of Seward, recommended by the Seward Planning Commission on February 9, 2015 after having a public hearing, and approved by the Seward City Council on February 17, 2015 after holding a public hearing, be and the same is hereby adopted.

Section 2. That copies of the Energy Element will be included within the three (3) copies of the Comprehensive Plan of the City of Seward, Nebraska, that are on file and kept in the office of the City Clerk of the City of Seward, Nebraska.

Section 3. That all Ordinances previously adopted by the Mayor and City Council of the City of Seward, Nebraska, which are inconsistent with this Ordinance are hereby repealed and without further force of effect.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED AND APPROVED this 17th day of February, 2015.

ATTEST:

Joshua Eickmeier
Mayor

Bonnie Otte
Assistant Administrator
City Clerk/Treasurer
Budget & Human Resources Director

(SEAL)

City of Seward, NE
Tuesday, February 17, 2015
Regular Session

Item G6

**CONSIDERATION OF A LEASE AGREEMENT WITH
ALLTEL COMMUNICATION OF NEBRASKA, INC d/b/a
VERIZON WIRELESS FOR PLACEMENT OF EQUIPMENT
ON THE CITY'S WATER TOWER - Joe Coyle & John Hughes**

Administrative Report: The lease agreement has been reviewed by the the City Attorney for form, and by the Water/Wastewater Director and the GIS/ Capital Projects Director. The lease calls for \$2,400/month payment for the placement of equipment on the City's water tower. This amount is similar in amount to other lease agreements currently in place.

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

Staff Contact:

SITE NAME:
SITE NUMBER:
ATTY/DATE: GJ

WATER TOWER LEASE AGREEMENT

This Agreement, made this _____ day of February, 2015 , between the City of Seward, with its principal offices located at 537 Main Street, Seward, NE 68434, hereinafter designated LESSOR and Alltel Communications of Nebraska, Inc. d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at Church and 4th Streets, Parcel 8000038495, as shown on the Tax Map of the City of Seward as recorded in the Office of the Seward County Assessor (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twelve (12) foot wide right-of-way extending from the nearest public right-of-way, N. 4th Street, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-eight Thousand Eight Hundred Dollars (\$28,800.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by

LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at _____TBD_____. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. ANNUAL RENT INCREASES. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the Rent for the previous lease year throughout the initial term and any extended term of this Agreement..

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's

expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

- a. Notwithstanding the indemnity in section 10, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning

the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

- b. LESSEE will maintain at its own cost;
 - i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence
 - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
 - iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

- c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.
- d. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to

the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;

- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a

longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the

sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:

LESSEE:

d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees to accept

a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the

Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

(signatures on next page)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

City of Seward

Joshua Eickmeier, Mayor

Date: _____

LESSEE:

By: _____

Lynn Ramsey

Its: Area Vice President Network

Date: _____

City of Seward, NE
Tuesday, February 17, 2015
Regular Session

Item G7

**PRESENTATION AND CONSIDERATION OF ACCEPTANCE
OF AUDITOR'S REPORT FOR YEAR ENDED SEPTEMBER 30,
2014 - Ryan Burger, Gabriel, Burger & Else**

Administrative Report: Following presentation, review and discussion, a motion to accept the 2014 Auditor's Report would be in order.

Staff Contact:

**FINANCIAL RATIOS AND PEER GROUP COMPARISONS
CITY OF SEWARD, NEBRASKA
FISCAL YEAR ENDED SEPTEMBER 30, 2014**



<u>Ratio</u>	<u>Calculation</u>	<u>Standard of Compliance</u>
Current ratio	$\frac{\text{Current assets minus restricted assets}}{\text{Current liabilities minus liabilities associated with restricted assets}}$	Met if ratio greater than 1:1
Debt service coverage ratio	$\frac{\text{Annual operating surplus before interest and depreciation}}{\text{Annual debt requirements (principal and interest)}}$	Met if greater than or equal to 2
Debt to assets ratio	$\frac{\text{Total debt}}{\text{Total assets}}$	Met if 50% or less
Liquidity ratio	$\frac{\text{Cash and certificates of deposit}}{\text{Total liabilities}}$	Met if 70% or greater
Net income to debt	$\frac{\text{Change in net position}}{\text{Annual debt requirements}}$	Met if 1:1 or greater
Cash to debt service	$\frac{\text{Cash and certificates of deposit}}{\text{Annual debt requirements}}$	Met if 5:1 or greater



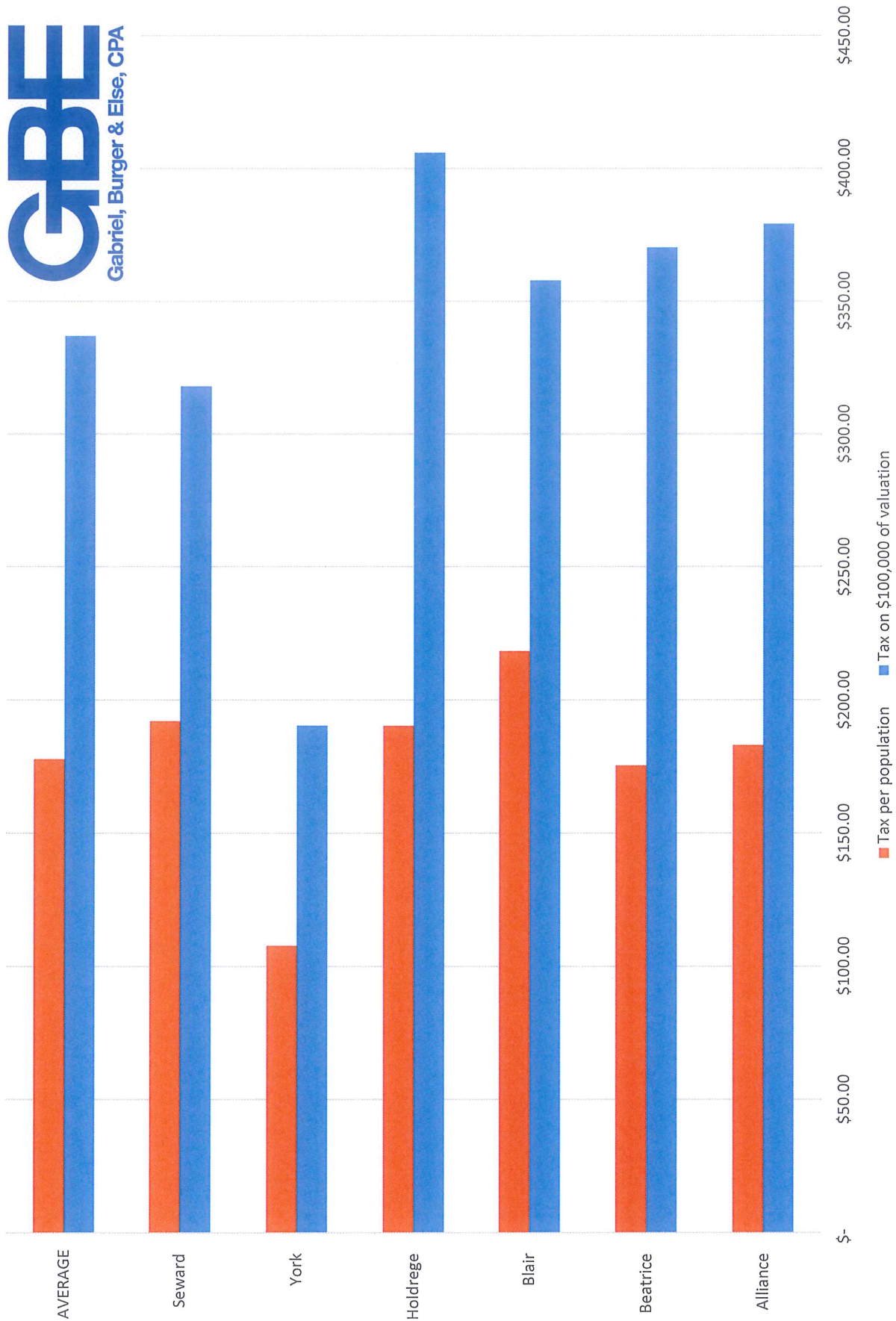
Fiscal Year 2014

	Governmental	Business-Type	Total	
Seward				
Current ratio	8.1	11.9	10.8	Met if ratio greater than 1:1
Debt service coverage ratio	5.0	0.7	1.4	Met if greater than or equal to 2
Debt to assets ratio	20.1%	36.4%	30.2%	Met if 50% or less
Liquidity ratio	63.5%	81.9%	77.2%	Met if 70% or greater
Net income to debt	3.6	0.1	0.7	Met if 1:1 or greater
Cash to debt service	5.3	4.1	4.3	Met if 5:1 or greater

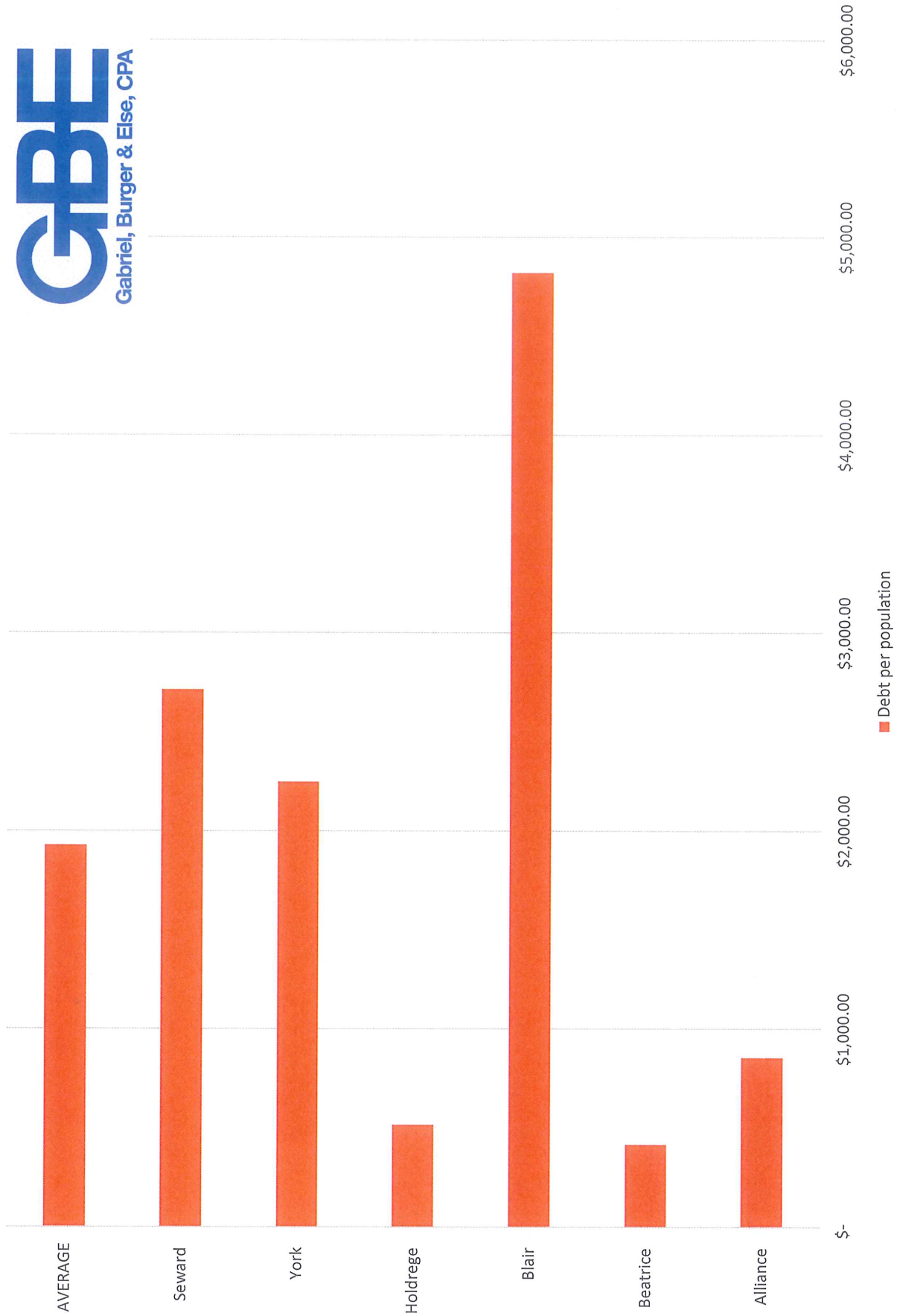
Fiscal Year 2013

	Governmental	Business-Type	Total
Peer Group of First Class Cities			
Current ratio	6.0	4.9	5.4
Debt service coverage ratio	6.4	1.9	3.0
Debt to assets ratio	10.2%	31.6%	22.0%
Liquidity ratio	143.2%	52.4%	74.2%
Net income to debt	2.9	0.4	1.0
Cash to debt service	18.5	6.9	9.7

2014-15 Budgeted Property Tax Revenue per \$100,000 of Certified Valuation and by Population



2014 Total Debt by Population



DRAFT

CITY OF SEWARD, NEBRASKA

**BASIC FINANCIAL STATEMENTS AND
ACCOMPANYING INDEPENDENT AUDITOR'S
REPORT FOR THE YEAR ENDED SEPTEMBER 30, 2014**

CITY OF SEWARD, NEBRASKA

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GABRIEL, BURGER & ELSE, CPA, PC

Duane J Gabriel, CPA
Ryan L Burger, CPA
Regan L Else, CPA

135 North 5th Street
Seward, Nebraska 68434
Phone: 402-643-4557
www.gbcpa.com

INDEPENDENT AUDITOR'S REPORT

The Mayor and City Council
City of Seward, Nebraska
Seward, Nebraska

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Seward, Nebraska, as of and for the year ended September 30, 2014, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the City of Seward, Nebraska, as of September 30, 2014, and the changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Required Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements. The accompanying statements of revenues and expenditures – budget and actual – for the general and debt service funds, as listed in the table of contents is presented for purposes of additional analysis according to prescribed guidelines. Such information, although not a part of the basic financial statements, is required by the governmental accounting standards board, who considers it to be an essential part of financial reporting for placing the basic financial statement in an appropriate operational, economic, or historical context. We applied limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to the auditor's inquiries, the basic financial statements, and other knowledge we obtained during the audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Matters

Management has omitted management's discussion and analysis that accounting principles generally accepted in the United States of America has determined is necessary to supplement, although not required to be part of, the basic financial statements. The auditor's opinion on the basic financial statements is not affected by this missing information.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated DATE, on consideration of the City's internal controls over financial reporting and on our test of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City's internal control over financial reporting and compliance.

GBE, CPA, PC
Seward, Nebraska
DATE

CITY OF SEWARD, NEBRASKA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2014

	GOVERNMENTAL ACTIVITIES	BUSINESS-TYPE ACTIVITIES	TOTAL PRIMARY GOVERNMENT
ASSETS			
Cash and cash equivalents	\$ 1,799,380	\$ 4,531,395	\$ 6,330,775
Certificates of deposit	600,934	4,493,437	5,094,371
Receivables, net	64,788	1,571,212	1,636,000
Due from other funds	-	72,947	72,947
Due from other governments	346,938	-	346,938
Notes receivable	300,188	-	300,188
Inventories	57,263	558,879	616,142
Deferred financing costs	77,010	319,689	396,699
Restricted assets			
Cash and cash equivalents	937,355	1,982,118	2,919,473
Certificates of deposit	15,000	1,549,875	1,564,875
Capital assets			
Non-depreciable	3,096,168	466,636	3,562,804
Depreciable, net	16,586,090	23,759,488	40,345,578
 Total assets	 <u>\$ 23,881,114</u>	 <u>\$ 39,305,676</u>	 <u>\$ 63,186,790</u>
LIABILITIES			
Accounts payable	\$ 39,659	\$ 648,151	\$ 687,810
Accrued expenses	138,309	55,745	194,054
Due to other funds	72,947	-	72,947
Interest payable	26,844	64,981	91,825
Compensated absences			
Payable within one year	88,109	65,094	153,203
Payable in more than one year	97,591	71,115	168,706
Deferred revenue	26,267	109,642	135,909
Long-term debt			
Due within one year	522,639	751,550	1,274,189
Due in more than one year	4,267,525	13,570,650	17,838,175
 Total liabilities	 <u>5,279,890</u>	 <u>15,336,928</u>	 <u>20,616,818</u>
NET POSITION			
Net investment in capital assets	14,892,094	9,903,924	24,796,018
Restricted for			
Streets and highways	664,616	-	664,616
Economic development	666,074	-	666,074
Parks and cemetery - nonexpendable	40,000	-	40,000
Bond covenants	-	3,531,993	3,531,993
Unrestricted	2,338,440	10,532,831	12,871,271
 Total net position	 <u>\$ 18,601,224</u>	 <u>\$ 23,968,748</u>	 <u>\$ 42,569,972</u>

The accompanying notes are an integral part of the financial statements.

**CITY OF SEWARD, NEBRASKA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2014**

Functions/Programs	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total Primary Government
Governmental activities						
General government	\$ 772,181	\$ 251,004	\$ 109,571	\$ 1,338,665	\$ 927,059	\$ 927,059
Public safety	1,342,208	-	-	-	(1,342,208)	(1,342,208)
Streets and highways	666,961	50,774	640,564	-	24,377	24,377
Economic development	165,029	-	255,484	-	90,455	90,455
Cultural and recreational	1,480,068	220,252	222,386	477,131	(560,299)	(560,299)
Interest on long-term debt	100,756	-	-	-	(100,756)	(100,756)
Depreciation and amortization	747,895	-	-	-	(747,895)	(747,895)
Total governmental activities	5,275,098	522,030	1,228,005	1,815,796	(1,709,267)	(1,709,267)
Business-type activities						
Utilities	\$ 11,583,430	\$ 11,923,316	\$ -	\$ -	\$ 339,886	\$ 339,886
Total primary government	\$ 16,858,528	\$ 12,445,346	\$ 1,228,005	\$ 1,815,796	\$ 339,886	\$ (1,369,381)
General Revenues:						
Property taxes				\$ 1,229,432	\$ -	\$ 1,229,432
Sales and use tax				1,596,793	-	1,596,793
Occupation and franchise tax				980,646	-	980,646
Special assessments				(204)	-	(204)
Miscellaneous general revenue				169,431	-	169,431
Unrestricted investment earnings				16,395	48,167	64,562
Total general revenues				3,992,493	48,167	4,040,660
Change in net position				2,283,226	388,053	2,671,279
Transfers between activities				6,894	74,128	81,022
Net position -- beginning				16,311,104	23,506,567	39,817,671
Net position -- ending				\$ 18,601,224	\$ 23,968,748	\$ 42,569,972

The accompanying notes are an integral part of the financial statements.

CITY OF SEWARD, NEBRASKA
BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2014

	General	Debt Service	Other	Total
ASSETS				
Cash and cash equivalents	\$ 531,437	\$ 1,137,135	\$ 130,808	\$ 1,799,380
Certificates of deposit	600,934	-	-	600,934
Receivables, net	61,721	2,112	955	64,788
Due from other governments	-	222,692	124,246	346,938
Notes receivable	-	-	43,465	43,465
Inventories	-	-	57,263	57,263
Restricted assets				
Cash and cash equivalents	-	-	937,355	937,355
Certificates of deposit	-	-	15,000	15,000
Total assets	<u>\$ 1,194,092</u>	<u>\$ 1,361,939</u>	<u>\$ 1,309,092</u>	<u>\$ 3,865,123</u>
LIABILITIES AND FUND BALANCES				
Liabilities				
Accounts payable	\$ 28,059	\$ -	\$ 11,600	\$ 39,659
Accrued expenses	73,540	-	64,769	138,309
Due to other funds	72,947	-	-	72,947
Deferred revenue	-	-	26,267	26,267
Total liabilities	<u>174,546</u>	<u>-</u>	<u>102,636</u>	<u>277,182</u>
Fund Balances				
Nonspendable	-	-	40,000	40,000
Restricted for				
Streets and highways	-	-	626,279	626,279
Economic development	-	-	409,350	409,350
Committed to parks and cemetery	-	-	130,827	130,827
Assigned to				
Parks and cemetery	35,680	-	-	35,680
Debt service	-	1,361,939	-	1,361,939
Public safety	474,028	-	-	474,028
Unemployment compensation	18,894	-	-	18,894
Unassigned	490,944	-	-	490,944
Total fund balances	<u>1,019,546</u>	<u>1,361,939</u>	<u>1,206,456</u>	<u>3,587,941</u>
Total liabilities and fund balances	<u>\$ 1,194,092</u>	<u>\$ 1,361,939</u>	<u>\$ 1,309,092</u>	<u>\$ 3,865,123</u>

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION

Amounts reported for governmental activities in the statement of net positions are different due to:

Total fund balances of governmental funds	\$ 3,587,941
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds	19,682,258
Certain notes receivable are not available to pay for current-period expenditures and, therefore, are not reported in the funds	256,723
Other long-term assets are not available to pay for current-period expenditures and, therefore, are deferred or not reported in the funds	77,010
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds	(5,002,708)
Net position of governmental activities	<u>\$ 18,601,224</u>

The accompanying notes are an integral part of the financial statements.

CITY OF SEWARD, NEBRASKA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES -
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

	GENERAL	DEBT SERVICE	OTHER GOVERNMENTAL	TOTAL
Revenues collected				
Taxes	\$ 2,451,907	\$ 1,088,577	\$ 266,387	\$ 3,806,871
Permits and fees	310,926	-	56,743	367,669
Special assessments	-	(204)	-	(204)
Intergovernmental	357,070	-	640,564	997,634
Contributions	2,046,167	-	-	2,046,167
Reimbursements for services	154,361	-	-	154,361
Interest	4,960	1,314	10,121	16,395
Miscellaneous	145,454	-	23,977	169,431
Total revenues collected	<u>5,470,845</u>	<u>1,089,687</u>	<u>997,792</u>	<u>7,558,324</u>
Expenditures				
Current				
General government	772,181	-	-	772,181
Public safety	1,342,208	-	-	1,342,208
Highways and streets	-	33,254	633,707	666,961
Cultural and recreational	1,477,119	-	2,949	1,480,068
Economic opportunity	-	-	165,029	165,029
Debt service	136	100,620	-	100,756
Capital outlay	3,618,350	-	-	3,618,350
Total expenditures	<u>7,209,994</u>	<u>133,874</u>	<u>801,685</u>	<u>8,145,553</u>
Excess of revenues over expenditures	(1,739,149)	955,813	196,107	(587,229)
Other financing sources (uses)				
Net proceeds/(uses) from bonds	1,004,000	(444,900)	-	559,100
Net (uses) from other long-term assets	(37,300)	170	(55,198)	(92,328)
Net (uses) from other long-term liabilities	9,698	-	-	9,698
Transfers in	-	-	149,773	149,773
Transfers out	(149,773)	-	-	(149,773)
Total other financing sources and uses	<u>826,625</u>	<u>(444,730)</u>	<u>94,575</u>	<u>476,470</u>
Change in fund balances	(912,524)	511,083	290,682	(110,759)
Fund balances--beginning	1,932,070	850,856	915,774	3,698,700
Fund balances--ending	<u>\$ 1,019,546</u>	<u>\$ 1,361,939</u>	<u>\$ 1,206,456</u>	<u>\$ 3,587,941</u>

The accompanying notes are an integral part of the financial statements.

**CITY OF SEWARD, NEBRASKA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2014**

Amounts reported for governmental activities in the statement of activities
(page 4) are different due to:

Net change in fund balances - Total governmental funds (page 6)	\$	(110,759)
---	----	-----------

Governmental funds report capital outlays as expenditures. However, in the government-wide statements those outlays are capitalized and depreciated. This is the amount of governmental fund expenditures which were capitalized in the current year.	3,618,350
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Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation and amortization expense. This is the amount recorded as depreciation/amortization in the statement of activities in the current year.	(747,895)
--	-----------

Bond proceeds and other financing arrangements provide current financial resources to governmental funds; however, issuing debt increases long-term liabilities in the Statement of Net Position. In the current period, proceeds were received from: Other financing arrangements (net)	(476,470)
--	-----------

Change in net position of governmental activities (page 4)	\$	<div style="border-top: 1px solid black; border-bottom: 3px double black; display: inline-block; padding: 2px 10px;">2,283,226</div>
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The accompanying notes are an integral part of the financial statements.

CITY OF SEWARD, NEBRASKA
STATEMENT OF NET POSITION - PROPRIETARY FUNDS
SEPTEMBER 30, 2014

	<u>Combined Municipal Utilities Fund</u>
ASSETS	
Current Assets	
Cash and cash equivalents	\$ 4,531,395
Certificates of deposit	4,493,437
Receivables, net	1,571,212
Due from other funds	72,947
Due from other governments	-
Inventories	558,879
Restricted assets	
Cash and cash equivalents	1,982,118
Certificates of deposit	1,549,875
Total current assets	<u>14,759,863</u>
Noncurrent Assets	
Deferred financing costs	319,689
Capital assets, net	<u>24,226,124</u>
Total noncurrent assets	<u>24,545,813</u>
Total assets	<u><u>\$ 39,305,676</u></u>
LIABILITIES AND NET POSITION	
Current Liabilities	
Accounts payable	\$ 648,151
Accrued expenses	120,839
Deferred revenue	109,642
Current maturities of long-term debt	751,550
Interest payable	<u>64,981</u>
Total current liabilities	<u>1,695,163</u>
Noncurrent Liabilities	
Compensated absences	71,115
Long-term debt	<u>13,570,650</u>
Total noncurrent liabilities	<u>13,641,765</u>
Total liabilities	<u><u>15,336,928</u></u>
Net Position	
Net investment in capital assets	9,903,924
Restricted	3,531,993
Unrestricted	<u>10,532,831</u>
Total net position	<u>23,968,748</u>
Total liabilities and net position	<u><u>\$ 39,305,676</u></u>

The accompanying notes are an integral part of the financial statements.

CITY OF SEWARD, NEBRASKA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN
FUND NET POSITION - PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

	Combined Municipal Utilities Fund
Operating Revenues	
Charges for services	\$ 11,779,083
Other	144,233
Total operating revenue	<u>11,923,316</u>
Operating Expenses	
Purchased power	6,119,846
Maintenance and operation	2,096,612
General and administrative	1,049,907
Franchise tax	595,867
Depreciation	1,279,412
Total operating expenses	<u>11,141,644</u>
Operating Income	<u>781,672</u>
Nonoperating Revenues (Expenses)	
Interest income	48,167
Amortization of deferred financing costs	(61,806)
Interest expense	(379,980)
Net nonoperating revenues (expenses)	<u>(393,619)</u>
Change in net position	388,053
Transfers from governmental activities	74,128
Net position, beginning of year	23,506,567
Net position, end of year	<u>\$ 23,968,748</u>

The accompanying notes are an integral part of the financial statements.

CITY OF SEWARD, NEBRASKA
STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

	Combined Municipal Utilities Fund
Cash flows from operating activities:	
Cash received from services	\$ 11,912,754
Payments to suppliers	(7,750,943)
Payments of franchise tax	(595,867)
Payments to employees	(1,533,921)
Net cash provided by operating activities	<u>2,032,023</u>
Cash flows from noncapital financing activities:	
Transfers from other funds	<u>-</u>
Net cash provided by noncapital financing activities	-
Cash flows from capital financing activities:	
Proceeds from issuance of debt	1,580,000
Issuance cost	(14,075)
Principal paid on debt	(2,200,100)
Interest paid on debt	(372,115)
Purchase of capital assets	(421,130)
Sale of capital assets	3,361
Net cash used by capital financing activities	<u>(1,424,059)</u>
Cash flows from investing activities:	
(Invested in)/withdrawn from certificates of deposit	(137,443)
Interest received	48,448
Net cash provided by investing activities	<u>(88,995)</u>
Net increase (decrease) in cash	518,969
Cash and cash equivalents--beginning of the year	5,994,544
Cash and cash equivalents--end of the year	<u><u>\$ 6,513,513</u></u>

The notes to the financial statements are an integral part of this report.

CITY OF SEWARD, NEBRASKA
STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

	<u>Combined Municipal Utilities Fund</u>
Reconciliation of operating income to net cash provided by operating activities	
<i>Operating Income</i>	\$ 781,672
Adjustments to reconcile operating income to net cash provided by operating activities:	
Add: Depreciation	1,279,412
Change in assets and liabilities:	
(Increase)/Decrease in accounts receivable	86,146
(Increase)/Decrease in due from other funds/governments	
(Increase)/Decrease in inventories	(125,459)
Increase/(Decrease) in accounts payable	(9,269)
Increase/(Decrease) in accrued expenses	19,972
Increase/(Decrease) in due to other funds/governments	-
Increase/(Decrease) in deferred revenue	(486)
Total adjustments	<u>1,250,316</u>
Net cash provided by operating activities	<u><u>\$ 2,031,988</u></u>

The notes to the financial statements are an integral part of this report.

CITY OF SEWARD, NEBRASKA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Note 1: Summary of Significant Accounting Policies

Nature of Operations and Reporting Entity

The City of Seward, Nebraska (City) operates under a Mayor-Council form of government with a Mayor and an elected legislative body, the Council, composed of eight members. The Council members are elected by ward on a nonpartisan basis for a term of four years. The administration of City government is performed under the direction of the Mayor through the City Administrator and administrative departments. Services are provided to residents in many areas, including public safety, highways and streets, health, planning and zoning, parks, recreation, electric system, water and wastewater system and general administrative services.

The City's financial statements present the government and utility departments of the City. Based upon the financial accountability criteria identified in Governmental Accounting Standards Board (GASB) Statement 14 *The Financial Reporting Entity* and Statement 39 *Determining Whether Certain Organizations are Component Units*, none of the City's significant potential component units were required to be included as part of the reporting entity. Regarding related organizations, the City's mayor appoints and the City Council approves all of the board appointments of the Seward Housing Authority and the Seward Volunteer Fire Department. However, the City has no further accountability for either of these organizations. As required by generally accepted accounting principles (GAAP), these financial statements present the City as a whole. No component units were identified.

Government-Wide and Fund Financial Statements

The Statement of Net Position and Statement of Activities display information about the activities of the City, and are in the format of government-wide statements as required by GASB Statement Number 34 and Number 63. Fiduciary activities, whose resources are not available to finance the City's programs, are excluded from the government-wide statements. The material effect of interfund activity has been removed from these statements. Exceptions to this general rule are payments-in-lieu of taxes and charges between the business-type functions and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. All remaining governmental funds are aggregated and reported as nonmajor funds.

CITY OF SEWARD, NEBRASKA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *total economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized when they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The City considers property taxes as available if they are collected within 60 days after year end. The City considers sales and use taxes as available when in the hands of the State of Nebraska, the intermediary collecting government. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, including interest on long-term debt, as well as expenditures related to claims and judgments are recorded only when payment is due.

Property taxes, sales taxes, interdepartmental charges, intergovernmental revenues, and interest associated with the current fiscal period are all considered to be susceptible to accrual. Special assessments are recorded as revenues in the year the assessments become current. Annual installments not yet due are reflected as special assessment receivables and deferred revenues. Other revenue items are considered to be measurable and available only when cash is received by the City.

Major Funds

The City reports the following major governmental funds:

General Fund - The General Fund is the primary operating fund of the City which accounts for all financial resources not accounted for in another fund. Revenues are derived primarily from property and other local taxes, state and federal distributions, licenses, permits, charges for services and interest income.

Debt Service Fund - The Debt Service Fund accounts for financial resources that are restricted, committed or assigned to expenditure for principal and interest-related costs as well the financial resources being accumulated for future debt service.

The City also reports the Combined Municipal Utilities Fund (Utilities) as a major enterprise fund. The Utilities fund accounts for the activities of the electric, water and wastewater operations.

Proprietary Funds - Proprietary funds are used to account for the City's ongoing organizations and activities which are similar to those often found in the private sector. The measurement focus is upon determination of net income and capital maintenance. In reporting the financial activity of its proprietary funds, the City applies all applicable GASB pronouncements as well as Financial Accounting Standards Board (FASB) pronouncements issued on or before November 30, 1989, unless these pronouncements conflict with or contradict GASB pronouncements.

CITY OF SEWARD, NEBRASKA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, fines and forfeitures, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise fund are charges to customers for goods and services. Operating expenses include the cost of sales and service, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

Fund Balance - Governmental Funds

The fund balances for the City's governmental funds are displayed in five components, if applicable:

Nonspendable - Nonspendable fund balances are not in a spendable form or are required to be maintained intact. For example, donated trust funds whose income is committed to the maintenance of the cemetery.

Restricted - Restricted fund balances may be spent only for the specific purposes stipulated by external resource providers, constitutionally or through enabling legislation. Restrictions may be changed or lifted only with the consent of resource providers.

Committed - Committed fund balances may be used only for the specific purposes determined by resolution of the City Council. Commitments may be changed or lifted only by issuance of a resolution by the City Council.

Assigned - Assigned fund balances are intended to be used by the City for specific purposes as determined by management. In governmental funds other than the general fund, an assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund. In certain instances, City Council has authorized management to make such assignments as deemed necessary.

Unassigned - Unassigned fund balance is the residual classification for the general fund and includes all amounts not contained in the other classifications.

Fund balances are classified as nonspendable, restricted, committed, assigned or unassigned. When expenditures are incurred that use funds from more than one classification, the City will determine the order which the funds are used on a case-by-case basis, taking into account application requirements of grant agreements, contracts, business circumstances, or other constraints. If no other constraints exist, the order of spending of resources will be restricted, committed, assigned, and lastly, unassigned.

Cash, Cash Equivalents, Investments and Interest Income

Cash and cash equivalents are considered to be cash on hand, deposits and money market accounts held at financial institutions, and amounts due from the County Treasurer at year-end.

CITY OF SEWARD, NEBRASKA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Statutes authorize the City to invest in collateralized bank certificates of deposit, time deposits, and in any securities in which the investment officer is authorized to invest pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act and as provided in the authorized investment guidelines of the Nebraska Investment Council in effect on the date the investment is made.

Investment income is assigned to the funds with which the related investment asset is associated, except for investment income on investments related to bond issues which management has assigned to the debt service fund.

Special Assessments

Special assessments are recorded as revenues in the year the assessments become current. Special assessments expected to be collected after one year are recorded as deferred revenue on the governmental funds balance sheet. Annual installments not yet due are reflected as special assessments receivables and deferred revenues.

Unbilled Revenue

Billings for electric, water and wastewater revenues are rendered on a monthly basis. Unbilled electric water and wastewater revenues, representing estimated consumer usage for the periods between the last billing date and the end of the year, have been recorded.

Allowances for Uncollectible Accounts

Allowances for uncollectible accounts are maintained on all types of receivables that historically experience uncollectible amounts. Allowances are based on collection experience and management's evaluation of the current status of existing receivables.

Notes Receivable

Notes receivable represent amounts from an economic development loan program created to assist local businesses and start-ups with financing needs.

Inventories

Inventories are valued at cost using the first in, first out method.

Deferred Financing Costs

Charges resulting from the issuance of bonds are deferred and amortized over the repayment period of the bonds.

Prepaid Expenses

Prepaid balances are for payments made in the current year for goods or services provided in the subsequent fiscal year, when applicable. Prepaid amounts were \$869 for the fiscal year and thus management elected to report amounts as part of the net receivables.

CITY OF SEWARD, NEBRASKA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g. roads, bridges, drainage systems, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than \$5,000. Such assets are recorded at historical cost or estimated historical cost where original cost is not available, or, in the case of contributed assets, at estimated fair value at the date of the gift.

The costs of normal maintenance and repairs are recorded as expenditures and are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets is included as part of the capitalization value of the assets constructed.

Capital assets of the City are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	40
Infrastructure	20-50
Machinery and equipment	5-15
Utility Plant	20-50

Compensated Absences

City employees generally earn vacation days at a variable rate based on years of service, and can carry over unused days each year. In the event of termination, an employee is entitled to vacation leave pay prorated to the time worked.

Employees generally earn sick leave at the rate of one day per month with total accumulation up to 900 hours. In the event of retirement, an employee is reimbursed 50% of the accumulated sick leave if the employee meets certain eligibility requirements.

Vacation leave and other compensated absences with similar characteristics are accrued as the benefits are earned if the leave is attributable to past services and it is probable that the City will compensate the employees for such benefits. Sick leave and other compensated absences with similar characteristics are accrued as the benefits are earned only to the extent that it is probable that the City will compensate the employees for such benefits. Such accruals are based on current salary rates and include salary-related payments associated with payments made for compensated absences on termination.

All vacation and sick leave is accrued when incurred in the government-wide and proprietary fund statements. In the governmental funds, compensated absences are not expected to be liquidated with expendable available financial resources and thus are not recorded as a fund liability.

Net Position Classification

Net position is required to be classified into three components – net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

CITY OF SEWARD, NEBRASKA
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FOR THE YEAR ENDED SEPTEMBER 30, 2014

Net investment in capital assets – This component of net position consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of invested in capital assets, net of related debt.

Restricted – This component of net position consists of constraints placed on net asset use through external constraints imposed by creditors (such as through debt covenants), contributors, or law or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted – This component of net position consists of net positions that do not meet the definition of “restricted” or “net investment in capital assets.”

Budget and Budgetary Accounting

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- A proposed budget is submitted to the City Council for the upcoming fiscal year. The operating budget includes proposed expenditures and the means of financing them on a cash basis.
- A public hearing is held to obtain taxpayer comments.
- The budget is legally enacted through passage of an ordinance.
- The City has elected to use a single, all-purpose levy budget. Any revisions that alter the total expenditures must be approved by the City Council. During the year ended September 30, 2013, no revisions were required. Appropriations lapse at the end of the budget period.

Property Taxes

The following is a summary of the tax payment dates for the City’s property tax levies:

- Real estate taxes are levied by September 20 and become due by December 31 of each year, but may be paid in two equal installments. The first and second half of the taxes becomes delinquent on the following May 1, and September 1, respectively.
- Personal property taxes are due November 1 of each year and may be paid in two equal installments. The first and second half of the taxes becomes delinquent on December 1, and July 1, respectively.
- Motor vehicle taxes are due when an application is made for registration of a motor vehicle.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of

CITY OF SEWARD, NEBRASKA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Note 2: Deposits and Investments

Deposits

Custodial credit risk is the risk that in the event of a bank failure, a government's deposits may not be returned to it. The City's deposit policy for custodial credit risk requires compliance with the provisions of state law.

State law requires collateralization of all deposits with federal depository insurance; bonds and other obligations of the U.S. Treasury, U.S. agencies, or instruments having an aggregate value at least equal to the amount of the deposits.

The City's cash deposits, including certificates of deposit, are insured up to \$250,000 by the FDIC. The amount is applicable at each financial institution where the City conducts such business.

Any cash deposits or certificates of deposit in excess of the \$250,000 FDIC limits are covered by collateral held in a pledge account.

Summary of Carrying Values

The carrying values of deposits are included in the government-wide statement of net position as follows:

Carrying Values:	
Cash held at county treasurer or on hand	\$ 129,224
Deposits	<u>15,780,270</u>
	<u>\$ 15,909,494</u>

Included in the following statement of net position captions as follows:

Cash and cash equivalents	\$ 9,250,248
Certificates of deposit	<u>6,659,246</u>
	<u>\$ 15,909,494</u>

Investment Income

The City earned interest income of \$64,562 for the fiscal year.

Custodial Credit Risk

For purposes of classifying categories of custodial risk, the bank balances of the City's deposits during the fiscal year were either entirely insured by the FDIC or collateralized with securities held by the City's agent in the City's name.

CITY OF SEWARD, NEBRASKA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Duration is a measure of a debt investment's exposure to fair value changes arising from changes in interest rates. It uses the present value of cash flows, weighted for those cash flows as a percentage of the investments full price. The City invests primarily in certificates of deposit which effectively limits exposure to interest rate risk as certificates of deposit have fixed interest rates. The City's use of money market funds does expose the City to interest rate risk, but the effects of such exposure do not put the City's current operating environment at risk for failure as the City is not dependent on the performance of such funds to maintain its current operations.

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. By investing primarily in certificates of deposit and money market accounts the City effectively limits exposure to credit risk. Bond ratings are not applicable to the City's portfolio of cash and investments.

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The City does not have exposure to concentration of credit risk as it keeps all funds in investment vehicles that are either insured by the FDIC or are collateralized with securities held in the City's name.

The City does not have exposure to foreign currency risk.

Note 3: Property Taxes

Property taxes are levied by the City Council, and collected by the County, on or before September 20 of each year. Real estate and personal property taxes are due and attach as an enforceable lien on January 1 following the levy date, and become delinquent in two equal installments on May 1 and September 1.

Cities are permitted by the State Constitution to levy a tax of assessed valuation for general governmental services other than the payment of principal and interest on bonded debt. They may levy taxes in addition to the levy limitation upon a vote of the people.

The levy set in September 2013, for the 2013 taxes to be materially collected in May and September, 2014, was set at \$.3244/\$100 of assessed valuation.

Additionally, there is currently a statutory lid limitation which limits taxation to the prior year's restricted funds authority, with provisions for growth. It may be increased by 1% annually as a result of a three-fourths majority vote by the Council.

CITY OF SEWARD, NEBRASKA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Note 4: Receivables

Receivables at the fiscal year end consist of the following:

Fund	Taxes	Accounts Receivable	Special Assessments	Interest	Allowance for Uncollectible	Net Receivables
General	\$ 35,000	\$ 27,117	\$ -	\$ 117	\$ -	\$ 62,234
Debt Service	-	-	2,112	-	-	2,112
Utilities	-	1,570,850	830	3,497	(4,000)	1,571,177
Nonmajor	-	-	-	442	-	442
	<u>\$ 35,000</u>	<u>\$ 1,597,967</u>	<u>\$ 2,942</u>	<u>\$ 4,056</u>	<u>\$ (4,000)</u>	<u>\$ 1,635,965</u>

Accounts receivable of the utilities fund includes unbilled revenue.

Note 5: Due from Other Governments

Due from other governments includes the following items:

Fund	Amount	Nature
Debt Service	\$ 222,692	State of Nebraska, Sales and Use Tax
Nonmajor	35,194	State of Nebraska, Sales and Use Tax
	27,452	State of Nebraska, Sales and Use Tax
	49,000	State of Nebraska, Highway Allocation
	12,600	State of Nebraska, Motor Vehicle Fees
Total	<u>\$ 346,938</u>	

CITY OF SEWARD, NEBRASKA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Note 6: Capital Assets

The following is a summary of capital asset transactions for the fiscal year end:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities				
Capital assets, not being depreciated				
Land	\$ 200,000	\$ 580,414	\$ -	\$ 780,414
Construction in progress	469,857	1,845,897	-	2,315,754
Total capital assets, not being depreciated	669,857	2,426,311	-	3,096,168
Capital assets, being depreciated				
Buildings	11,043,169	44,872	-	11,088,041
Machinery and Equipment	4,117,389	533,639	420,009	4,231,019
Infrastructure	9,532,695	613,528	-	10,146,223
Total capital assets, being depreciated	24,693,253	1,192,039	420,009	25,465,283
Less accumulated depreciation for				
Buildings	2,134,712	217,669	-	2,352,381
Machinery and equipment	2,601,352	226,684	409,614	2,418,422
Infrastructure	3,842,148	266,242	-	4,108,390
Total accumulated depreciation	8,578,212	710,595	409,614	8,879,193
Total capital assets, being depreciated, net	16,115,041	481,444	10,395	16,586,090
Governmental activities capital assets, net	<u>\$ 16,784,898</u>	<u>\$ 2,907,755</u>	<u>\$ 10,395</u>	<u>\$ 19,682,258</u>

CITY OF SEWARD, NEBRASKA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

	Beginning			Ending
	Balance	Increases	Decreases	Balance
Business-type Activities				
Capital assets, not being depreciated				
Land	\$ 264,065	\$ -	\$ -	\$ 264,065
Construction in progress	16,605	185,966	-	202,571
Total capital assets, not being depreciated	280,670	185,966	-	466,636
Capital assets, being depreciated				
Buildings	1,251,539	-	-	1,251,539
Machinery and Equipment	2,461,273	50,713	-	2,511,986
Utility plant	40,136,973	184,451	-	40,321,424
Total capital assets, being depreciated	43,849,785	235,164	-	44,084,949
Less accumulated depreciation for				
Buildings	298,851	34,216	-	333,067
Machinery and equipment	1,564,644	103,953	-	1,668,597
Utility plant	17,182,554	1,141,243	-	18,323,797
Total accumulated depreciation	19,046,049	1,279,412	-	20,325,461
Total capital assets, being depreciated, net	24,803,736	(1,044,248)	-	23,759,488
Business-type activities capital assets, net	<u>\$ 25,084,406</u>	<u>\$ (858,282)</u>	<u>\$ -</u>	<u>\$ 24,226,124</u>

Depreciation expense was charged to functions/programs as follows:

Governmental Activities

General government	\$ 215,211
Public safety	138,918
Streets and highways	229,437
Cultural and recreational	127,029
Total depreciation expense - governmental activities	<u>\$ 710,595</u>

Business-Type Activities

Combined municipal utilities	<u>\$ 1,279,412</u>
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Depreciation expense of \$710,595 and amortization expense of \$37,300 for governmental activities and depreciation expense of \$1,279,412 and amortization expense of \$61,806 for business-type activities for

CITY OF SEWARD, NEBRASKA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

the fiscal year end were recorded in the Statement of Activities. Depreciation includes amounts amortized for capital lease obligations.

Interest costs for governmental activities for the fiscal year were \$100,756 none of which was capitalized. Interest costs for business-type activities for the fiscal year were \$379,980 none of which was capitalized.

Note 7: Long-Term Debt and Liabilities

The following is a summary of long-term liability activity of the City for the fiscal year end:

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
Governmental Activities					
Long-term debt					
General obligation bonds	\$ 4,217,700	\$ 1,004,000	\$ 929,900	\$ 4,291,800	\$ 456,450
Capital lease obligation	180,996	509,340	72,142	618,194	66,189
Deferred for refunding	(146,448)	26,618	-	(119,830)	-
Total long-term debt	4,252,248	1,539,958	1,002,042	4,790,164	522,639
Other liabilities					
Compensated absences	181,478	157,133	152,911	185,700	88,109
Governmental activities long-term liabilities	<u>\$ 4,433,726</u>	<u>\$ 1,697,091</u>	<u>\$ 1,154,953</u>	<u>\$ 4,975,864</u>	<u>\$ 610,748</u>
Business-Type Activities					
Long-term debt					
Revenue and anticipation bonds	\$ 14,545,000	\$ 1,580,000	\$ 2,145,000	\$ 13,980,000	\$ 695,000
General obligation bonds	397,300	-	55,100	342,200	56,550
Total long-term debt	14,942,300	1,580,000	2,200,100	14,322,200	751,550
Other liabilities					
Compensated absences	117,446	110,743	91,980	136,209	65,094
Business-type activities long-term liabilities	<u>\$ 15,059,746</u>	<u>\$ 1,690,743</u>	<u>\$ 2,292,080</u>	<u>\$ 14,458,409</u>	<u>\$ 816,644</u>

Compensated absences are liquidated in both the governmental and business-type funds as applicable.

CITY OF SEWARD, NEBRASKA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Long-term debt is comprised of the following individual issues:

	Original Amount	Interest Rate	Principal Amount Outstanding
General Obligation Bonds			
General Obligation Refunding Bonds, Series 2011, due serially through 2023	1,475,000	0.55% to 3.65%	1,215,000
General Obligation Refunding Bonds, Series 2012, due serially through 2022 (A)	1,482,600	0.30% to 2.15%	1,212,800
Highway Allocation Fund Pledge Bonds, Series 2012, due in 2024	190,000	2.35%	190,000
Highway Allocation Fund Pledge, Series 2013, due serially through 2028	710,000	0.40% to 3.90%	670,000
Highway Allocation Fund Pledge, Series 2013, due serially through 2024	100,000	2.25% to 3.60%	100,000
Public Safety Tax Anticipation Bonds, Series 2014, due serially through 2024	404,000	1.15% to 2.55%	404,000
General Obligation Refunding Bonds, Series 2014, due serially through 2023	500,000	0.20% to 2.25%	500,000
Total long-term general obligation bonds			<u>\$ 4,291,800</u>

CITY OF SEWARD, NEBRASKA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

	Original Amount	Interest Rate	Principal Amount Outstanding
Revenue Bonds			
Sanitary Sewer System Revenue Refunding Bonds, Series 2010, due serially through 2018	\$ 765,000	0.85% to 3.00%	\$ 395,000
Water System Revenue Refunding Bonds, Series 2010, due serially through 2023	2,315,000	0.50% to 4.05%	1,495,000
Electric Revenue Refunding Bonds, Series 2011 due serially through 2025	1,750,000	1.30% to 4.10%	1,640,000
Water System Revenue Refunding Bonds, Series 2011, due serially through 2026	1,305,000	1.70% to 4.25%	1,255,000
Sanitary Sewer System Revenue Bonds, Series 2011, due serially through 2031	3,790,000	0.50% to 4.00%	3,520,000
Electric Revenue Bonds, Series 2011B, due in 2025 and 2026	390,000	3.30% to 3.50%	390,000
Electric Revenue Refunding Bonds, Series 2012, due serially through 2025	1,855,000	0.40% to 2.55%	1,450,000
Sanitary Sewer System Revenue Bonds, Series 2011B, due serially through 2031	170,000	4.00%	160,000
Sanitary Sewer System Revenue Bonds, Series 2013, Due in 2032	50,000		50,000
Water System Revenue Bonds, Series 2013, due in 2027	90,000	2.85%	90,000
Electric Revenue Anticipation Note, Series 2012, due in 2014	1,955,000	0.40%	1,955,000
Water Revenue Anticipation Note, Series 2013B, due serially through 2033	1,580,000	1.50% to 4.40%	1,580,000
Total revenue bonds			13,980,000
General Obligation Refunding Bonds, Series 2012, due serially through 2022 (A)	452,400	0.30% to 2.15%	342,200
Total long-term debt - business-type activities			<u>\$ 14,322,200</u>

(A) General Obligation Refunding Bond issue was for refunding general obligation various purpose bonds and general obligation refunding bonds previously issued for street improvements, a water extension, and sanitary sewer extension. The debt has been split 71% general obligation and 29% municipal utilities debt.

CITY OF SEWARD, NEBRASKA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Maturities of the long-term debt, subject to mandatory redemption are as follows:

Year Ending September 30,	Governmental Activities			
	General Obligation Bonds		Capital Lease	
	Principal	Interest	Principal	Interest
2015	\$ 456,450	\$ 86,517	\$ 66,189	\$ 20,664
2016	382,900	82,882	539,566	18,208
2017	403,900	77,784	12,439	218
2018	407,450	71,553	-	-
2019	381,500	65,814	-	-
2020-2024	2,029,600	181,257	-	-
2024-2028	230,000	21,654	-	-
	<u>\$ 4,291,800</u>	<u>\$ 587,461</u>	<u>\$ 618,194</u>	<u>\$ 39,090</u>

Year Ending September 30,	Business-Type Activities					
	Revenue Bonds		Anticipation Notes		General Obligation Bonds	
	Principal	Interest	Principal	Interest	Principal	Interest
2015	\$ 695,000	\$ 372,075	\$ 1,955,000	\$ 3,910	\$ 56,550	\$ 5,631
2016	705,000	360,730	-	-	55,100	5,269
2017	805,000	346,661	-	-	55,100	4,828
2018	740,000	329,724	-	-	56,550	4,311
2019	755,000	310,335	-	-	43,500	2,604
2020-2024	4,130,000	1,194,056	-	-	44,950	-
2025-2029	3,040,000	497,989	-	-	30,450	-
2030-2034	1,155,000	99,378	-	-	-	-
	<u>\$ 12,025,000</u>	<u>\$ 3,510,948</u>	<u>\$ 1,955,000</u>	<u>\$ 3,910</u>	<u>\$ 342,200</u>	<u>\$ 22,643</u>

The ordinances authorizing the issuance of the bonds set forth the covenants and obligations of the City with respect to the Proprietary Funds. The revenue bonds are payable solely from the revenues of each proprietary fund. The City has pledged future utility revenues to repay the principal and interest on revenue bonds shown above through the established repayment period. Provisions in the revenue bond ordinances contain limits and restrictions on annual debt service requirements, maintenance of and flow of monies through various restricted accounts and minimum amounts to be maintained in various accounts. It is management's opinion they are in compliance with all such significant provisions.

CITY OF SEWARD, NEBRASKA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Conduit Debt

The following comprises notes for which the City acted as a conduit for the issuance:

Description	Balance Outstanding
Tax increment revenue notes, Sports Express Project	\$ 28,440
Tax increment revenue notes, Progressive Sheet Metal Project	42,221
Tax increment revenue notes, Seward Hotel Project	199,821
Tax increment revenue notes, B&M Seed Project	55,504
Tax increment revenue notes, Jones National Bank & Trust	612,019
Tax increment revenue notes, Jones Insurance	68,813
Tax increment revenue notes, Peek Properties	28,000
Tax increment revenue notes, Grimes Construction	36,000
	<hr/> <hr/> \$ 1,070,818

These notes do not constitute any indebtedness of the City. The City has no responsibility for repayment of this debt, and therefore, it is not included in these financial statements.

Note 8: Pension Plans

The City provides pension benefits for all of its full-time employees through two defined contribution plans. Benefits depend solely on amounts contributed to the plan plus investment earnings.

Police Pension Plan

The City sponsors a defined contribution pension plan covering all certified police officers. Employees are eligible to participate from the date of employment. Both the employee and employer contribute an amount equal to 6% of the employee's base salary each month. Employees covered by the Plan may also make voluntary contributions. The City made employer contributions of \$35,962 to the plan during the fiscal year.

City Employee Pension Plan

The City also sponsors a defined contribution pension plan covering substantially all other City employees. Employees are eligible to participate after a six month introduction period beginning from the date of hire. Both the employee and employer contribute an amount equal to 6% of the employee's base salary each month. Employees covered by the Plan may also make voluntary contributions. The City made employer contributions of \$99,919 to the plan during the fiscal year.

Note 9: Risk Management

The City is exposed to various risk of loss including, but not limited to, torts; theft of, damage to, and destruction of assets; errors and omission; injuries to employees, renters, and guests; natural disasters.

CITY OF SEWARD, NEBRASKA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

The City makes periodic payments to their insurance providers to protect themselves against the various risks listed above. During the year ended September 30, 2014, the City did not reduce insurance coverage from levels in place during the prior year. No settlements have exceeded coverage levels in place during the past three fiscal years.

Note 10: Interfund Balances and Activity Transfers

During the course of operations, numerous transactions occur between individual funds that may result in amounts owed between funds. Those that are related to goods and services type transactions are classified as “due to and from other funds”.

Transfers are used to (a) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (b) move revenues from restricted funds to funds where the expenditures were incurred related to the restriction, and to (c) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

Transfers to/from other funds for the year ended September 30, 2014, consisted of a \$149,773 transfer from the general fund to the nonmajor governmental funds.

Transfers between activities are used to reclassify business-type activity amounts previously classified as governmental activities. The reclassified amounts consist of a combination of long-term debt and noncurrent assets.

Note 11: Commitments and Contingent Liabilities

Power Contract

On January 1, 1994, the City entered into a contract with the Nebraska Public Power District (NPPD) for the purchase of electric power on a wholesale basis for a term of twenty-five years. The contract stipulates that if the City determines at any time it wishes to obtain power from some other source, it must give written notice to NPPD three years prior to the time it proposes to make the change. Beginning on the date of the changes, the City will be obligated to pay for, each month, an amount of power equal to an average of the maximum amounts of power purchased during the same month in each of the three years prior to the date of change. As of the date of this report, the City plans to continue its contract with NPPD and thus no liability associated with this commitment has been accrued on the financial statements.

Federal Grants

The City has received financial assistance from federal and state agencies in the form of grants. Disbursements of funds received under these programs generally require compliance with terms and conditions specified in the grant agreements and are subject to audit. Any disallowed claims resulting from such audits could become a liability of the General Fund or other funds. The City does not believe disallowed claims, if any, would have a materially adverse effect on the City’s financial position at the fiscal year end.

CITY OF SEWARD, NEBRASKA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Litigation

The City has claims and litigation pending, which arise in the normal course of business, none of which management expects will result in any material loss to the City.

Note 12: Capital Lease Obligations and Other Loans

The City leases certain equipment under lease agreements that are classified as capital leases for accounting purposes in accordance with GAAP. Obligations of these lease agreements are accounted for in the governmental activities of the government-wide statements. At the fiscal year end, the net book value of the assets acquired through capital leases and other loans was \$737,257. The net present value of the future minimum lease payments at the fiscal year end is \$618,194 of which \$66,189 is due within one year as documented in Note 7.

Depreciation expense includes amounts amortized for capital lease obligations. No contingent rentals were incurred for the year and no material sublease rentals are to be received in the future under non-cancelable subleases.

Note 13: Subsequent Events

Subsequent events have been evaluated through DATE, which is the date the financial statements were available to be issued. During the review of subsequent events no issues were noted that were required to be disclosed in the notes to the financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF SEWARD, NEBRASKA
STATEMENT OF REVENUES AND EXPENDITURES -
BUDGET (NON-GAAP) AND ACTUAL (ON BUDGETARY BASIS) -
GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2014

	Original and Final Budget	Actual on Budgetary Basis	Variance Favorable (Unfavorable)
REVENUES			
Taxes	\$ 2,603,074	\$ 2,433,574	\$ (169,500)
Permits and fees	321,200	310,926	(10,274)
Grants and other state receipts	6,315	357,070	350,755
Other local receipts	25,048,120	3,354,942	(21,693,178)
Total revenues	\$ 27,978,709	\$ 6,456,512	\$ (21,522,197)
EXPENDITURES			
Operating expenses	\$ 4,245,803	\$ 3,811,387	\$ 434,416
Capital improvements	24,179,500	3,618,350	20,561,150
Other capital outlay	-	177,375	(177,375)
Total expenditures	\$ 28,425,303	\$ 7,607,112	\$ 20,818,191
Excess (deficiency) of revenues collected over expenditures	\$ (446,594)	\$ (1,150,600)	\$ (704,006)

RECONCILIATION OF THE BUDGETARY BASIS INFORMATION TO GAAP BASIS

	Actual on Budgetary Basis	Reconciliation from Budget to GAAP	Actual on GAAP Basis
REVENUES			
Taxes	\$ 2,433,574	\$ 18,333	\$ 2,451,907
Permits and fees	310,926	-	310,926
Grants and other state receipts	357,070	-	357,070
Other local receipts	3,354,942	-	3,354,942
Total revenues	\$ 6,456,512	\$ 18,333	\$ 6,474,845
EXPENDITURES			
Operating expenses	\$ 3,811,387	\$ (219,743)	\$ 3,591,644
Capital improvements	3,618,350	-	3,618,350
Other capital outlay	177,375	-	177,375
Total expenditures	\$ 7,607,112	\$ (219,743)	\$ 7,387,369

CITY OF SEWARD, NEBRASKA
STATEMENT OF REVENUES AND EXPENDITURES -
BUDGET (NON-GAAP) AND ACTUAL (ON BUDGETARY BASIS) -
DEBT SERVICE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2014

	Original and Final Budget	Actual on Budgetary Basis	Variance Favorable (Unfavorable)
REVENUES			
Taxes	\$ 1,537,917	\$ 865,681	\$ (672,236)
Other local receipts	1,400	(798)	(2,198)
Total revenues	<u>\$ 1,539,317</u>	<u>\$ 864,883</u>	<u>\$ (674,434)</u>
EXPENDITURES			
Debt service	\$ 569,900	\$ 545,350	\$ 24,550
Operating expenses	35,000	33,254	1,746
Total expenditures	<u>\$ 604,900</u>	<u>\$ 578,604</u>	<u>\$ 26,296</u>
Excess (deficiency) of revenues collected over expenditures	<u>\$ 934,417</u>	<u>\$ 286,279</u>	<u>\$ (648,138)</u>

RECONCILIATION OF THE BUDGETARY BASIS INFORMATION TO GAAP BASIS

	Actual on Budgetary Basis	Reconciliation from Budget to GAAP	Actual on GAAP Basis
REVENUES			
Taxes	\$ 865,681	\$ 222,692	\$ 1,088,373
Other local receipts	(798)	2,112	1,314
Total revenues	<u>\$ 864,883</u>	<u>\$ 224,804</u>	<u>\$ 1,089,687</u>
EXPENDITURES			
Debt service	\$ 545,350	\$ -	\$ 545,350
Operating expenses	33,254	-	33,254
Total expenditures	<u>\$ 578,604</u>	<u>\$ -</u>	<u>\$ 578,604</u>

SUPPLEMENTARY INFORMATION

CITY OF SEWARD, NEBRASKA
COMBINING STATEMENTS OF NET POSITION - PROPRIETARY FUNDS
SEPTEMBER 30, 2014

	ELECTRIC	WATER	WASTEWATER	TOTAL
ASSETS				
Current Assets				
Cash and cash equivalents	\$ 1,622,713	\$ 2,109,324	\$ 799,358	\$ 4,531,395
Cash and cash equivalents - restricted	-	-	-	-
Certificates of deposit	3,954,162	200,019	339,256	4,493,437
Receivables, net	1,220,455	193,465	157,292	1,571,212
Insurance proceeds receivable	-	-	-	-
Due from other funds	72,947	-	-	72,947
Due from other governments	-	-	-	-
Inventories	474,356	84,523	-	558,879
Restricted assets				
Cash and cash equivalents	116,942	1,796,349	68,827	1,982,118
Certificates of deposit	765,286	461,914	322,675	1,549,875
Total current assets	<u>8,226,861</u>	<u>4,845,594</u>	<u>1,687,408</u>	<u>14,759,863</u>
Noncurrent Assets				
Deferred financing costs	133,478	106,649	79,562	319,689
Capital assets, net	7,098,686	9,701,280	7,426,158	24,226,124
Notes receivable	-	-	-	-
Receivables, noncurrent	-	-	-	-
Total noncurrent assets	<u>7,232,164</u>	<u>9,807,929</u>	<u>7,505,720</u>	<u>24,545,813</u>
Total assets	<u>\$ 15,459,025</u>	<u>\$ 14,653,523</u>	<u>\$ 9,193,128</u>	<u>\$ 39,305,676</u>
LIABILITIES AND NET POSITION				
Current Liabilities				
Accounts payable	\$ 615,734	\$ 13,258	\$ 19,159	\$ 648,151
Accrued expenses	63,569	28,840	28,430	120,839
Due to other funds	-	-	-	-
Deferred revenue	105,442	4,200	-	109,642
Anticipation notes	-	-	-	-
Current maturities of long-term debt	245,000	301,800	204,750	751,550
Interest payable	13,403	44,608	6,970	64,981
Total current liabilities	<u>1,043,148</u>	<u>392,706</u>	<u>259,309</u>	<u>1,695,163</u>
Noncurrent Liabilities				
Compensated Absences, noncurrent	35,724	22,968	12,423	71,115
Long-term Debt	5,190,000	4,401,400	3,979,250	13,570,650
Total noncurrent liabilities	<u>5,225,724</u>	<u>4,424,368</u>	<u>3,991,673</u>	<u>13,641,765</u>
Total liabilities	<u>6,268,872</u>	<u>4,817,074</u>	<u>4,250,982</u>	<u>15,336,928</u>
Net Position				
Net investment in capital assets	1,663,686	4,998,080	3,242,158	9,903,924
Restricted	882,228	2,258,263	391,502	3,531,993
Unrestricted	6,644,239	2,580,106	1,308,486	10,532,831
Total net position	<u>9,190,153</u>	<u>9,836,449</u>	<u>4,942,146</u>	<u>23,968,748</u>
Total liabilities and net position	<u>\$ 15,459,025</u>	<u>\$ 14,653,523</u>	<u>\$ 9,193,128</u>	<u>\$ 39,305,676</u>

The accompanying notes are an integral part of the financial statements.

CITY OF SEWARD, NEBRASKA
COMBINING STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION -
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

	ELECTRIC	WATER	WASTEWATER	TOTAL
Operating Revenues				
Charges for services	\$ 8,907,261	\$ 1,604,641	\$ 1,267,181	\$ 11,779,083
Other	52,673	68,096	23,464	144,233
Total operating revenues	<u>8,959,934</u>	<u>1,672,737</u>	<u>1,290,645</u>	<u>11,923,316</u>
Operating Expenses				
Purchased power	6,119,846	-	-	6,119,846
Maintenance and operation	1,045,400	508,208	543,004	2,096,612
General and administrative	468,340	297,868	283,699	1,049,907
Franchise tax	447,148	83,900	64,819	595,867
Depreciation	570,077	311,033	398,302	1,279,412
Total operating expenses	<u>8,650,811</u>	<u>1,201,009</u>	<u>1,289,824</u>	<u>11,141,644</u>
Operating Income	<u>309,123</u>	<u>471,728</u>	<u>821</u>	<u>781,672</u>
Nonoperating Revenues (Expenses)				
Interest income	30,972	7,927	9,268	48,167
Amortization of deferred financing costs	(40,963)	(13,349)	(7,494)	(61,806)
Interest expense	(93,016)	(151,810)	(135,154)	(379,980)
Total other financing sources and uses	<u>(103,007)</u>	<u>(157,232)</u>	<u>(133,380)</u>	<u>(393,619)</u>
Change in fund balances	206,116	314,496	(132,559)	388,053
Transfers from governmental activities	-	-	74,128	74,128
Transfers between proprietary activities	-	-	-	-
Net position--beginning	8,984,037	9,521,953	5,000,577	23,506,567
Net position--ending	<u>\$ 9,190,153</u>	<u>\$ 9,836,449</u>	<u>\$ 4,942,146</u>	<u>\$ 23,968,748</u>

The accompanying notes are an integral part of the financial statements.

OTHER INFORMATION

CITY OF SEWARD, NEBRASKA
SCHEDULES OF KWH COMPUTATION
YEARS ENDED SEPTEMBER 30, 2014 AND 2013
(UNAUDITED)

	<u>2014</u>	<u>2013</u>
Total KWH purchased	98,071,224	96,567,608
Total KWH consumed (metered) (See Note)	<u>93,845,701</u>	<u>92,517,976</u>
Line loss - KWH	<u>4,225,523</u>	<u>4,049,632</u>
Line loss (as percentage of purchased)	<u>4.31%</u>	<u>4.19%</u>
Operating revenue generated per KWH purchased	\$ 0.0914	\$ 0.0889
Operating expenses per KWH purchased		
Purchased power	0.0624	0.0590
Maintenance and operation	0.0107	0.0106
General and administrative	0.0048	0.0045
Franchise tax	0.0046	0.0044
Depreciation	<u>0.0058</u>	<u>0.0054</u>
	<u>0.0883</u>	<u>0.0839</u>
Operating income per KWH purchased	<u>0.0031</u>	<u>0.0050</u>
Non-operating revenues (expenses) per KWH purchased		
Interest income	0.0003	0.0003
Amortization of deferred issuance costs	<u>(0.0004)</u>	<u>(0.0004)</u>
	<u>(0.0001)</u>	<u>(0.0001)</u>
Net income before interest expense, per KWH purchased	<u>\$ 0.0030</u>	<u>\$ 0.0049</u>

Note: The seasonal usage consumed during comparable annual periods varies. The rate structure differs for a given season, thus revenue may fluctuate based upon that seasonal usage.

GABRIEL, BURGER & ELSE, CPA, PC

Duane J Gabriel, CPA
Ryan L Burger, CPA
Regan L Else, CPA

135 N 5th Street
Seward, Nebraska 68434
Phone: 402-643-4557
www.gbcpa.com

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

The Mayor and City Council
City of Seward, Nebraska

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of the City of Seward, Nebraska (City) as of and for the years ended September 30, 2014, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated DATE.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and questioned responses we identified a certain deficiency in internal control that we consider to be a material weakness.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiencies described in the accompanying schedule of findings and responses as Finding 2014-1, 2014-2, 2014-3, 2014-4, 2014-5, and 2014-6 to be material weaknesses.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an

opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City's Response to Findings

The City's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned responses. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

GBE, CPA, PC

Seward, Nebraska

DATE

CITY OF SEWARD, NEBRASKA
SCHEDULE OF FINDINGS AND RESPONSES
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Finding 2014-1 Segregation of Duties

Criteria: Good internal control includes a plan of organization, procedures, and records designed to safeguard assets and provide reliable financial records. A system of internal control should include proper segregation of duties so no one individual is capable of handling all phases of a transaction from beginning to end.

Condition: The limited number of administrative employees results in an inadequate internal control structure. We noted the City had a lack of segregation of duties as one person was capable of handling all aspects of processing transactions from beginning to end.

Effect: A lack of segregation of duties increases the risk of possible errors or irregularities.

Recommendation: We recommend the City review the situation to determine whether the cost of properly segregating duties is worth the benefit. We further recommend the City consider implementing certain compensating controls to reduce risk in this area.

Response: The City Council has allocated the funds in the current budget to hire another position within the Administration. The Administration will make a recommendation to the Personnel Committee regarding the duties and responsibilities of this position. The Administration and staff will make adjustments to the duties and responsibilities of current staff to complement the new position. This realignment of positions would likely address the segregation of duties issue, which would decrease the risk of possible errors or irregularities.

Finding 2014-2 Financial Statement Preparation

Criteria: Good internal control requires entities have personnel in place to produce financial statements, which includes the notes to the financial statements, in accordance with GAAP and other applicable standards.

Condition: Though management demonstrates the capability of running a governmental organization, we noted a lack of expertise and knowledge was evident in the area of financial statement preparation in accordance with GAAP and other applicable standards. Additionally, numerous material audit adjustments were brought to management's attention during the audit.

Effect: Without proper personnel, there is an increased risk the financial statements may be materially misstated.

Recommendation: We recommend the City weigh the cost benefit of providing training to current personnel in the areas of GAAP and financial statement preparation or hiring additional personnel with this expertise.

Response: The City Council has allocated the funds in the current budget to hire another position within the Administration. The Administration will make a recommendation to the Personnel Committee regarding the duties and responsibilities of this position. The Administration and staff will make adjustments to the duties and responsibilities of current staff to complement the new position. The Administration and staff will review whether additional cross-training is a viable option.

CITY OF SEWARD, NEBRASKA
SCHEDULE OF FINDINGS AND RESPONSES
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Finding 2014-3 Fund Balances

Criteria: The Government Accounting Standards Board has issued standards regarding, and the American Institute of Certified Public Accountants has issued guidance for, the preparation and presentation of fund financial statements.

Condition: Management's financial reports, including its year-end trial balance, had a material disregard for fund accounting, including beginning and ending fund balances.

Effect: Without proper accounting for individual fund balances, the entity's financial reports are not easily prepared in accordance with government accounting standards and could contain numerous errors or misstatements.

Recommendation: We recommend the City weigh the cost benefit of providing training to current personnel in the areas of governmental and proprietary fund accounting and financial statement preparation or hiring additional personnel with this expertise.

Response: The City Council has allocated the funds in the current budget to hire another position within the Administration. The Administration will make a recommendation to the Personnel Committee regarding the duties and responsibilities of this position. The Administration and staff will make adjustments to the duties and responsibilities of current staff to complement the new position. The Administration and staff will review whether additional cross-training is a viable option to complement the new position.

Finding 2014-4 Risk Assessment

Criteria: Good internal control requires those charged with governance be actively involved in evaluating areas of risk for the entity. This risk assessment should be documented and objectives for assessing risk might include:

- Ensure entity and financial reporting objectives (and, if applicable, compliance objectives relative to major programs) are established, documented, and communicated.
- Ensure accounting principles are properly applied in the preparation of the financial statements (and, if applicable, the entity's schedule of expenditures of federal awards).
- Management should established practices for the identification of risks affecting the entity (and, if applicable, its major programs).
- Management should consider the entire organization as well as its extended relationships in its risk assessment process.
- Management should implement mechanisms to anticipate, identify, and react to changes.
- Management should evaluate and mitigate risk appropriately.
- Management should develop an appropriate fraud risk assessment and monitoring process.

Condition: Those charged with governance have not established proper risk assessment policies and procedures.

CITY OF SEWARD, NEBRASKA
SCHEDULE OF FINDINGS AND RESPONSES
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Effect: Without risk assessment procedures there is an increased risk of material misstatement and noncompliance.

Recommendation: We recommend the City Treasurer establish risk assessment policies and procedures and document its review of certain objectives on a routine basis, no less than annually.

Response: While the City has not maintained a documented risk assessment, risks are continually evaluated, discussed and mitigating processes adopted. The Administration and staff will consider implementation of a documented risk assessment.

Finding 2014-5 Documentation of Grants

Criteria: Sound business practices require adequate recordkeeping and structure to account for grant revenues and to oversee projects. Furthermore, sound accounting practices dictate that revenues and expenditures be tracked independently.

Condition: For 3 of 3 grant revenue receipts tested, revenues were incorrectly netted with expenses within an expense account. In general there is a lack of centralized knowledge and recordkeeping regarding what grant funds have been received, what the related projects accomplish, and who is accountable for recordkeeping and oversight of grant projects and funds.

Effect: Without appropriate recordkeeping and oversight of grant projects, there is an increased risk of noncompliance with grant stipulations and loss or misuse of City funds

Recommendation: We recommend that the City Treasurer implement procedures to maintain adequate oversight and recordkeeping for grant projects. We further recommend that grant revenues be tracked independent of project expenditures.

Response: The City Council has allocated the funds in the current budget to hire another position within the Administration. The Administration will make a recommendation to the Personnel Committee regarding the duties and responsibilities of this position. The Administration and staff will make adjustments to the duties and responsibilities of current staff to complement the new position. Once the new position is in place, the Administration will consider whether the auditor's concern has been addressed or whether the City Treasurer should be the one to implement procedures to maintain adequate oversight and record keeping for grant projects and track grant revenues independent of project expenditures.

CITY OF SEWARD, NEBRASKA
SCHEDULE OF FINDINGS AND RESPONSES
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Finding 2014-6 Insurance Coverage

Criteria: Sound business practices require proper risk management of City assets.

Condition: During the testing of fixed assets we noted an asset was not properly insured for property replacement coverage. The Independence Landing Project was donated to the City from a non-profit organization. The project was valued at approximately \$378,000. After discussion with management it was determined the project was not insured for property damages or loss.

Effect: Without appropriate insurance coverage the City is subject to increased risk of loss on damaged or destroyed assets.

Recommendation: We recommend that the City Treasurer implement procedures to maintain adequate oversight and recordkeeping for risk management purposes.

Response: Management will consider revising procedures for maintaining adequate oversight and recordkeeping of all newly acquired assets.

City of Seward, NE
Tuesday, February 17, 2015
Regular Session

Item G8

LIBRARY ANNUAL REPORT - Becky Baker

Administrative Report: A full color report, including pictures of activities and participants will be delivered to you at the City Council meeting. The Statistical Report is attached.

Following presentation and discussion, a motion to approve the report would be in order.

Staff Contact:

<u>SML Statistics</u>	2004-05	2005-06	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013*	2013-2014
Budget										
Appropriated	\$353,710.00	\$387,122.00	\$383,575.00	\$403,705.00	\$388,950.00	\$401,410.00	\$420,855.00	\$406,075.00	\$2,206,075.00	\$451,925.00
Expended	\$342,221.55	\$366,369.96	\$375,221.84	\$351,250.42	\$351,051.03	\$360,474.58	\$379,107.34	\$397,881.04	\$1,913,691.36	\$440,121.67
									*lower level construction	
Collection										
Juvenile Books	12560	13597	14388	14168	14370	15133	14436	15710	16640	17457
Adult Books	21003	22705	22773	23325	24298	24014	24260	24170	26037	27917
eBooks								5731	11005	16285
Total Books	33563	36302	37161	37493	38668	39147	38696	45611	53682	61659
Online db/including state								23	23	22
Periodicals	107	122	133	133	120	120	121	123	120	114
Video	3103	3256	3352	3351	3199	3024	2869	2627	1700	1529
Audio	1687	1807	1919	2042	2168	2168	2272	2010	1646	1612
Audio Overdrive								4009	5879	7870
Other Misc.	1824	1834	1835	889	896	555	572	519	441	655
Total	40284	43321	44400	43908	45051	45014	44530	54922	63491	73461
Total Additions	3372	3289	3137	2941	3902	4692	3956	5384	10873	11100
Total Weeded	411	252	2032	3433*	2746	4729	4440	2698	2304	1130
				*Apollo adjustment				*includes etitles		*includes etitles
Attendance	41109	87803	87694	83005	84602	78958	76154	76614	79598	73828
Ave./day open	123	263	263	249	252	237	229	229	238	221
Hours Open/Wk	67	67	67	67	67	67	67	67	61	67
#Reg. Borrowers (includes family)	4229	4549	4786	4861	5067	4912	5154	4367	4178	4113
Circulation										
Non-fiction (total)	14322	14826	14153	14279	13458	13424	13415	12547	11600	13091
Adult fiction & pb	19736	21675	23442	25242	26333	28658	27167	27482	28307	24975
Juv. fiction	38057	37892	41728	40171	45784	44569	48402	50980	52197	58344
Audio-Visual	15603	16641	17091	15496	14728	13788	12209	11680	9402	8330
Inter-Library Loan	782	802	785	746	684	695	743	727	674	604
Large Print	4522	4899	6078	5334	6526	6689	6585	6701	6811	7008
Periodicals	4208	4656	4807	4748	4103	3409	3417	3030	2598	3097
Overdrive Adult Circs								2811	4441	5759
Overdrive Youth Circs								416	412	697
Other	2469	2931	1936	1645	1498	1293	1473	1444	1185	1401
Total	99699	103520	110020	107661	113114	112525	113411	117818	117627	123306
# Tech Room Users	19692	20609	19536	16512	14593	12392	9372	8243	6297	6266
# Window Users	1243	943	1025	944	1092	1018	1365	1521	1584	1602
# Deliveries Made	498	532	477	535	414	524	570	631	868	1348
Mtg Room Use (not study rooms)										134(31 biz)

City of Seward, NE
Tuesday, February 17, 2015
Regular Session

Item G9

**CONSIDERATION OF CLAIM FROM CONNIE SEITSINGER,
848 N 6TH ST FOR PERSONAL PROPERTY DAMAGE - Jack
Vavra**

Staff Contact:



RECEIVED
02-03-15mV

DAMAGE CLAIM FORM

DATE: 1-8-15

SUBMITTED BY: Connie Seitsinger
Name

AMOUNT OF CLAIM 11,696.84
total \$11,696.84

848 N. 6th st.
Address

Seward NE. 68434
City, State, Zip Code

402 646-0356
Telephone Number

Connie Seitsinger @ gmail.com
Email Address

my part of losses
1,044.00

All care is 10,652.84

COPIES OF BILLS MUST BE ATTACHED VERIFYING AMOUNT OF CLAIM
SUBMITTED

CLAIM IS HEREBY MADE AGAINST THE CITY OF SEWARD, NEBRASKA DUE TO THE FOLLOWING

EVENT THAT OCCURRED ON 1-8-15 AT 7:00 A.M.
DATE TIME P.M.

AT 848 N. 6th st. Seward NE. 68434
LOCATION

DESCRIBE WHAT HAPPENED: I went down stairs to work out.
It was coming in the basement like a stream
of water. All care came about 8:00 Am and
Steve could not suck up the Sewer water
cause it was still coming in. Pat matulika
called the city to come and check man hole
N & S of me. This just happened in June 2014.
The city said the line of there's was clear. My
insurance Paid in June for it. Now it happened
again Marlin matulika showed up about 10:00
and he call the city guy Ryan had him come
back. There was a block in the cities line.
They got that fixed and Ryan the city guy
took pics of the basement. Everything thing
on the floor was standing in 4 inches
of Sewer water. He took pics & I took pics.

I Lost Personal items and Big items.
The 1st below is what I Lost

- 1) Freezer - \$300.00
- 2) Ab lounge \$250.00
- 3) 2 chairs with damage \$150.00
- 4) 2 tiger/ leopard Blankets \$80.00
- 5) 1 Big tiger rug \$60.00
- 6) 2 partial rugs from carpet
last time. \$40.00
- 7) cloth Hamper was new 15.00

Except Freezer & Ab lounge the items
3-7 were brand new from last time.
I believe it was the city's fault last
time and it was definitely this time.
The city worker said he would turn
his part in that it was the city's fault.
This page is \$895.00 dollars loss

read

my 19th Bill for running dryers
was \$44.00 more cause they had
to dry out walls & everything
down stairs.

my dogs both got vet bills for
Buddy my 12 yr. old it was
\$62.01 13th of Jan.

my 4 yr old Barney had to be
checked on Jan. 29th for constant
itching from all the dust from
drywall & Sewer stuff coming thru
vents. Barneys bill was \$43.00

They Both have been on Benedryl
since this happened on 1/7/15
I have Pet cares phone # if
you need to verify 325-1322.
I'm still coughing. It has
affected me but I have not gone
to Dr. myself.

Losses on this Page \$149.00

**All Care, Inc.**

1080 Saltillo Road
Roca, NE 68430
402-421-3779
Tax ID #47-0776454
www.allcarerestorations.com

SEITSINGER**Basement****Recreation Room****Height: 8'**

Missing Wall - Goes to Floor

3' 11" X 6' 8"

Opens into FAMILY_ROOM

Missing Wall

3' 5 1/2" X 8'

Opens into LANDING

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Water extraction from floor - Category 3 water - Heavy	201.79 SF @	1.36 =	274.43
2. Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water	201.79 SF @	0.95 =	191.70
3. Tear out baseboard	70.32 LF @	0.31 =	21.80
4. Contents - move out then reset	1.00 EA @	35.20 =	35.20
5. Floor prep (scrape)	201.79 SF @	0.37 =	74.66
38. Apply anti-microbial agent	201.79 SF @	0.19 =	38.34
39. Clean floor	201.79 SF @	0.33 =	66.59

Bathroom**Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
36. Water extraction from floor - Category 3 water - Heavy	40.08 SF @	1.36 =	54.51
37. Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water	40.08 SF @	0.95 =	38.08
40. Apply anti-microbial agent	40.08 SF @	0.19 =	7.62
41. Clean floor	40.08 SF @	0.33 =	13.23
42. Clean toilet - Heavy	1.00 EA @	14.78 =	14.78
43. Clean shower - Heavy	1.00 EA @	28.58 =	28.58

Utility Room**Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
11. Water extraction from floor - Category 3 water - Heavy	122.53 SF @	1.36 =	166.64
45. Clean floor - Heavy	122.53 SF @	0.47 =	57.59
46. Cleaning Technician - per hour	4.50 HR @	42.00 =	189.00
Labor to move, clean and replace contents including washer dryer, freezer			
47. Apply anti-microbial agent	122.53 SF @	0.19 =	23.28

landing
SEITSINGER

Height: 8'

1/23/2015

Page: 2



All Care, Inc.

1080 Saltillo Road
Roca, NE 68430
402-421-3779
Tax ID #47-0776454
www.allcarerestorations.com

Missing Wall

3' 1" X 8'

Opens into HALLWAY

Missing Wall

3' 5 1/2" X 8'

Opens into RECREATION_R

DESCRIPTION	QTY	UNIT PRICE	TOTAL
6. Water extraction from floor - Category 3 water - Heavy	14.39 SF @	1.36 =	19.57
7. Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water	14.39 SF @	0.95 =	13.67
8. Tear out baseboard	8.05 LF @	0.31 =	2.50
10. Floor prep (scrape)	14.39 SF @	0.37 =	5.32
48. Apply anti-microbial agent	14.39 SF @	0.19 =	2.73

Storage Area/Room

Height: 8'

Missing Wall - Goes to Floor

3' X 6' 8"

Opens into BEDROOM

DESCRIPTION	QTY	UNIT PRICE	TOTAL
16. Water extraction from floor - Category 3 water - Heavy	28.00 SF @	1.36 =	38.08
18. Tear out baseboard	21.67 LF @	0.31 =	6.72
19. Contents - move out then reset	1.00 EA @	35.20 =	35.20
20. Floor prep (scrape)	28.00 SF @	0.37 =	10.36
49. Clean floor - Heavy	28.00 SF @	0.47 =	13.16
50. Apply anti-microbial agent	28.00 SF @	0.19 =	5.32

Family Room

Height: 8'

Missing Wall - Goes to Floor

3' 11" X 6' 8"

Opens into RECREATION_R

DESCRIPTION	QTY	UNIT PRICE	TOTAL
21. Water extraction from floor - Category 3 water - Heavy	179.92 SF @	1.36 =	244.69
23. Tear out baseboard	51.25 LF @	0.31 =	15.89
24. Contents - move out then reset	1.00 EA @	35.20 =	35.20
25. Floor prep (scrape)	179.92 SF @	0.37 =	66.57
51. Clean floor - Heavy	179.92 SF @	0.47 =	84.56
52. Apply anti-microbial agent	179.92 SF @	0.19 =	34.18

Bedroom

Height: 8'

Missing Wall - Goes to Floor

3' X 6' 8"

Opens into STORAGE_AREA

SEITSINGER

1/23/2015

Page: 3



All Care, Inc.

1080 Saltillo Road
Roca, NE 68430
402-421-3779
Tax ID #47-0776454
www.allcarerestorations.com

Subroom: Closet (1)

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
26. Water extraction from floor - Category 3 water - Heavy	121.33 SF @	1.36 =	165.01
28. Tear out baseboard	53.67 LF @	0.31 =	16.64
29. Contents - move out then reset	1.00 EA @	35.20 =	35.20
30. Floor prep (scrape)	121.33 SF @	0.37 =	44.89
53. Clean floor - Heavy	121.33 SF @	0.47 =	57.03
54. Apply anti-microbial agent	121.33 SF @	0.19 =	23.05

Hallway

Height: 8'

Missing Wall

3' 1" X 8'

Opens into LANDING

DESCRIPTION	QTY	UNIT PRICE	TOTAL
31. Water extraction from floor - Category 3 water - Heavy	9.76 SF @	1.36 =	13.27
32. Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water	9.76 SF @	0.95 =	9.27
33. Tear out baseboard	9.58 LF @	0.31 =	2.97
34. Contents - move out then reset	1.00 EA @	35.20 =	35.20
35. Floor prep (scrape)	9.76 SF @	0.37 =	3.61
55. Clean floor	9.76 SF @	0.33 =	3.22
56. Apply anti-microbial agent	9.76 SF @	0.19 =	1.85

Stairs

Height: 17'

Missing Wall

3' X 17'

Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
57. Clean carpet - cleaning charge per step	9.00 EA @	3.53 =	31.77

General Services

DESCRIPTION	QTY	UNIT PRICE	TOTAL
58. Dehumidifier (per 24 hour period) - XLarge - No monitoring 1 units 5 days	5.00 EA @	101.25 =	506.25
59. Carbon vapor filter (for air scrubber) - 24" x 24"	1.00 EA @	102.70 =	102.70
60. Neg. air fan/Air scrub.-XLrg (per 24 hr period)-No monit.	3.00 DA @	140.00 =	420.00

SEITSINGER

1/23/2015

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All Care, Inc.

1080 Saltillo Road
Roca, NE 68430
402-421-3779
Tax ID #47-0776454
www.allcarerestorations.com

CONTINUED - General Services

DESCRIPTION	QTY	UNIT PRICE	TOTAL
61. Single axle dump truck - per load - including dump fees Hauling off carpet and damaged contents	1.00 EA @	175.13 =	175.13
62. Equipment decontamination charge - per piece of equipment	7.00 EA @	35.89 =	251.23
63. Hazardous Waste/Mold Cleaning Technician - per hour PPE labor for first cleaning of sewage from floors and contents	12.00 HR @	57.21 =	686.52
64. Air mover axial fan (per 24 hour period) - No monitoring 4 units 5 days	20.00 EA @	29.01 =	580.20

Grand Total Areas:

2,540.14 SF Walls	747.06 SF Ceiling	3,287.19 SF Walls and Ceiling
776.68 SF Floor	86.30 SY Flooring	309.75 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	317.75 LF Ceil. Perimeter
776.68 Floor Area	821.25 Total Area	2,217.15 Interior Wall Area
959.25 Exterior Wall Area	106.58 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



All Care, Inc.

1080 Saltillo Road
Roca, NE 68430
402-421-3779
Tax ID #47-0776454
www.allcarerestorations.com

Summary

Line Item Total	5,094.76
Material/Supply Reimbursement	10.39
Total Tax	357.37
	<hr/>
Replacement Cost Value	\$5,462.52
Net Claim	\$5,462.52
	<hr/> <hr/>

Steve Busboom



All Care, Inc.

1080 Saltillo Road
Roca, NE 68430
402-421-3779
Tax ID #47-0776454
www.allcarerestorations.com

Client: Connie Seitsinger
Property: 848 n 6th
Seward, NE 68434

Home: (402) 646-0356

Operator: ALLCAREL

Estimator: Steve Busboom
Company: All Care, Inc.
Business: 1080 Saltillo Road
Roca, NE 68430

Business: (402) 421-3779
E-mail: allbus@cornhusker.net

Type of Estimate: Sewage
Date Entered: 1/8/2015
Date Est. Completed: 1/23/2015
Date Assigned: 1/8/2015
Date Job Completed: 1/23/2015

Price List: NELI7X_JAN13_1
Labor Efficiency: Restoration/Service/Remodel
Estimate: SEITSINGERSTR

This is a Billing for the sewage damage rebuild on the above insureds home.
This billing only includes rebuild that All Care actually provided.

Final Bill



All Care, Inc.

1080 Saltillo Road
Roca, NE 68430
402-421-3779
Tax ID #47-0776454
www.allcarerestorations.com

Client: Connie Seitsinger
Property: 848 n 6th
Seward, NE 68434

Home: (402) 646-0356

Operator: ALLCAREL

Estimator: Steve Busboom
Company: All Care, Inc.
Business: 1080 Saltillo Road
Roca, NE 68430

Business: (402) 421-3779
E-mail: allbus@cornhusker.net

Type of Estimate: Sewage
Date Entered: 1/8/2015
Date Est. Completed: 1/23/2015
Date Assigned: 1/8/2015
Date Job Completed: 1/14/2015

Price List: NELI7X_JAN13_1
Labor Efficiency: Restoration/Service/Remodel
Estimate: SEITSINGER

This is a Billing for the sewage damage clean-up on the above insureds home.
This does not include any drywall removal or build back at this time.
No floor covering replacement or contents are included at this time.

Frank Bell

**All Care, Inc.**

1080 Saltillo Road
Roca, NE 68430
402-421-3779
Tax ID #47-0776454
www.allcarerestorations.com

SEITSINGERSTR**Basement****Recreation Room****Height: 8'**

Missing Wall - Goes to Floor **3' 11" X 6' 8"** **Opens into FAMILY_ROOM**
Missing Wall **3' 5 1/2" X 8'** **Opens into LANDING**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
85. Glue down carpet - Standard grade	232.06 SF @	2.05 =	475.72
86. Cove base molding - rubber or vinyl, 4" high	70.32 LF @	2.71 =	190.57
87. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	70.32 LF @	3.40 =	239.09
88. 1/2" drywall - hung, taped, heavy texture, ready for paint	227.11 SF @	1.84 =	417.88
89. Seal/prime then paint the walls (2 coats)	567.77 SF @	0.75 =	425.83
108. R&R Rigid foam insulation board - 1"	113.55 SF @	0.90 =	102.20

Bathroom**Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
67. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	25.33 LF @	3.40 =	86.12
68. 1/2" drywall - hung, taped, heavy texture, ready for paint	81.07 SF @	1.84 =	149.17
69. Seal/prime then paint the walls (2 coats)	202.67 SF @	0.75 =	152.00
70. Cove base molding - rubber or vinyl, 4" high	25.33 LF @	2.71 =	68.64
71. Toilet - Detach & reset	1.00 EA @	156.20 =	156.20
72. Sink faucet - Detach & reset	1.00 EA @	76.83 =	76.83
73. Vanity - High grade	2.00 LF @	129.65 =	259.30
103. Glue down carpet - Standard grade	46.10 SF @	2.05 =	94.51

landing**Height: 8'**

Missing Wall **3' 1" X 8'** **Opens into HALLWAY**
Missing Wall **3' 5 1/2" X 8'** **Opens into RECREATION_R**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
76. Glue down carpet - Standard grade	16.55 SF @	2.05 =	33.93
77. Cove base molding - rubber or vinyl, 4" high	8.05 LF @	2.71 =	21.82

**All Care, Inc.**

1080 Saltillo Road
Roca, NE 68430
402-421-3779
Tax ID #47-0776454
www.allcarerestorations.com

Storage Area/Room**Height: 8'****Missing Wall - Goes to Floor****3' X 6' 8"****Opens into BEDROOM**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
107. 1/2" drywall - hung, taped, heavy texture, ready for paint	26.60 SF @	1.84 =	48.94

Family Room**Height: 8'****Missing Wall - Goes to Floor****3' 11" X 6' 8"****Opens into RECREATION_R**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
109. Cove base molding - rubber or vinyl, 4" high	38.44 LF @	2.71 =	104.17
110. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	20.50 LF @	3.40 =	69.70
111. 1/2" drywall - hung, taped, heavy texture, ready for paint	137.02 SF @	1.84 =	252.12
112. Seal/prime then paint the walls (2 coats)	311.42 SF @	0.75 =	233.57
113. R&R Rigid foam insulation board - 1"	83.04 SF @	0.90 =	74.74

Hallway**Height: 8'****Missing Wall****3' 1" X 8'****Opens into LANDING**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
101. Glue down carpet - Standard grade	11.23 SF @	2.05 =	23.02
102. Cove base molding - rubber or vinyl, 4" high	9.58 LF @	2.71 =	25.96

General Services

DESCRIPTION	QTY	UNIT PRICE	TOTAL
104. FINISH CARPENTRY / TRIMWORK	1.00 EA @	216.00 =	216.00
labor and materials to remove and reinstall casings			
105. Trip charges for sub contractors	1.00 EA @	280.00 =	280.00
106. R&R Carpet - metal transition strip	15.00 LF @	3.15 =	47.25



All Care, Inc.

1080 Saltillo Road
Roca, NE 68430
402-421-3779
Tax ID #47-0776454
www.allcarerestorations.com

Grand Total Areas:

2,540.14	SF Walls	747.06	SF Ceiling	3,287.19	SF Walls and Ceiling
776.68	SF Floor	86.30	SY Flooring	309.75	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	317.75	LF Ceil. Perimeter
776.68	Floor Area	821.25	Total Area	2,217.15	Interior Wall Area
959.25	Exterior Wall Area	106.58	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		



All Care, Inc.

1080 Saltillo Road
Roca, NE 68430
402-421-3779
Tax ID #47-0776454
www.allcarerestorations.com

Summary

Line Item Total	4,325.28
Overhead	432.52
Profit	432.52
	<hr/>
Replacement Cost Value	\$5,190.32
Net Claim	\$5,190.32
	<hr/> <hr/>

Steve Busboom

City of Seward, NE
Tuesday, February 17, 2015
Regular Session

Item G10

**CONSIDERATION OF FARM LEASE AGREEMENT WITH
MIKE GERDES - City Atty Hoffschneider**

Staff Contact:

CASH FARM LEASE

Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the following described real estate under the following described terms:

Landlord: City of Seward, a Nebraska Municipal Corporation

Address: P.O. Box. 38; 537 Main Street, Seward, Nebraska 68434

Tenant: Michael D. Gerdes

Address: 3805 West Little Salt Road, Valparaiso, Nebraska 68065

Real Estate: A tract of land located in the Northwest Quarter of the Northeast Quarter of Section 29, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska containing approximately 12 tillable acres.

1. **Term:** This term of this lease shall commence on March 18, 2014, and shall expire on February 28, 2015. The term of the lease covers the 2014 crop year.

2. **Rent:** Landlord and Tenant stipulate and agree that cash rent is based on 12 tillable acres of farmland. The rent shall be One Hundred Seventy Five Dollars (\$175) per acre or Two Thousand One Hundred Dollars (\$2,100) per year, payable in cash in two equal payments: One Thousand Fifty Dollars (\$1,050) upon execution of this Agreement and One Thousand Fifty Dollars (\$1,050) on November 1, 2014.

3. **Provisions:**

A. As long as the rent herein is paid and the obligations of the Tenant herein followed, Landlord shall give Tenant peaceful possession of the premises through the term.

B. Tenant agrees to maintain the farm and to keep all fences and other improvements on the leased premises in as good a repair and condition as they are in when they enter possession, reasonable wear and tear excepted.

City of Seward/Gerdes, 2014 Crop Year

C. Tenant agrees to farm the leased premises in a good husbandry-like manner, keep the premises free from weed infestation, destroy weeds before they ripen to seed, and to the extent not cropped, keep the premises mowed.

D. Unless otherwise noted in an attachment hereto, Tenant shall maintain all personal property leased herewith.

E. Tenant shall not assign this lease or sublet the premises without the written consent of the Landlord.

F. Tenant is authorized to enter any farm programs, government or otherwise, which apply solely to the leased term hereof or for the specific crop year herein set forth. Tenant is not authorized to enter into any farm programs, government or otherwise, extending beyond the expiration date of this lease. Program benefits within the term inure to the Tenant. Any programs beyond the term shall be subject to separate agreement or addendum hereto.

G. Tenant shall keep in good repair all grass waterways, terraces, open ditches, and inlets and outlets of tile drains and fences.

4. **Insurance:** Landlord shall insure any personal property for fire and such other coverage as Landlord may desire in its sole discretion. Tenant shall carry such liability and other insurance as Landlord may reasonably require. Tenant shall provide insurance coverage for any insurable risk of Tenant.

5. **Holding Over:** Upon expiration of the initial term hereof, this lease shall automatically be renewed for a further period of one year, and thereafter for succeeding and consecutive one-year periods until either party gives written notice to the other that the lease will terminate at the end of the current one-year period. Notice of termination shall be given by August 31 of the one-year period.

6. **Entry:** Landlord or its agents may enter the premises at any and all reasonable times to inspect the property, plant fall crops during the fall prior to the termination of this lease (provided such entry does not interfere with Tenant's regular farming operation), for improvements, and to perform any obligation of Landlord hereunder.

7. **General Terms:**

A. The agent signing below warrants and represents that he has good and lawful authority to enter this lease on behalf of the Landlord.

B. Any sale or transfer of title to the real estate shall be subject to the terms and provisions of this lease.

C. This agreement shall extend to and be binding upon the parties hereto, their heirs, devisees, personal representatives, and assigns

D. The parties expressly acknowledge and agree that the entering into of this lease in no way constitutes a partnership between the Landlord and the Tenant.

E. The lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

F. This lease supersedes all previous agreements between the Landlord and the Tenant relating to its subject matter. There are no other understandings or agreements between them.

IN WITNESS WHEREOF, the parties have hereunto signed their names this _____ day of March, 2014.

LANDLORD:

JOSHUA EICKMEIER, CITY MAYOR

TENANT:

MICHAEL D. GERDES

City of Seward, NE
Tuesday, February 17, 2015
Regular Session

Item G11

**CONSIDERATION OF FARM LEASE AGREEMENT WITH
CHRIS BECKLER - City Atty Hoffschneider**

Staff Contact:

CASH FARM LEASE

Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the following described real estate under the following described terms:

Landlord: City of Seward, a Nebraska Municipal Corporation

Address: P.O. Box. 38; 537 Main Street, Seward, Nebraska 68434

Tenant: Christopher Beckler

Address: 1371 252nd Road, Seward, Nebraska 68434

Real Estate: See Attached Legal Description, Exhibit "A".

1. **Term:** This term of this lease shall commence on March 1, 2015, and shall expire on February 29, 2016. The term of the lease covers the 2015 crop year.

2. **Rent:** Landlord and Tenant stipulate and agree that cash rent is based on 15 acres of farmland. The rent shall be Forty Dollars (\$40) per acre, or Six Hundred Dollars (\$600) per year, payable in cash in two equal payments: Three Hundred Dollars (\$300) on March 1, 2015 and Three Hundred Dollars (\$300) on September 1, 2015.

3. **Provisions:**

A. As long as the rent herein is paid and the obligations of the Tenant herein followed, Landlord shall give Tenant peaceful possession of the premises through the term.

B. Tenant agrees to maintain the farm and to keep all fences and other improvements on the leased premises in as good a repair and condition as they are in when they enter possession, reasonable wear and tear excepted.

C. Tenant agrees to farm the leased premises in a good husbandry-like manner, keep the premises free from weed infestation, destroy weeds before they ripen to seed, and to the extent not cropped, keep the premises mowed.

D. Unless otherwise noted in an attachment hereto, Tenant shall maintain all personal property leased herewith.

E. Tenant shall not assign this lease or sublet the premises without the written consent of the Landlord.

F. Tenant is authorized to enter any farm programs, government or otherwise, which apply solely to the leased term hereof or for the specific crop year herein set forth. Tenant is not authorized to enter into any farm programs, government or otherwise, extending beyond the expiration date of this lease. Program benefits within the term inure to the Tenant. Any programs beyond the term shall be subject to separate agreement or addendum hereto.

G. Tenant shall keep in good repair all grass waterways, terraces, open ditches, and inlets and outlets of tile drains and fences.

4. **Insurance:** Landlord shall insure any personal property for fire and such other coverage as Landlord may desire in its sole discretion. Tenant shall carry such liability and other insurance as Landlord may reasonably require. Tenant shall provide insurance coverage for any insurable risk of Tenant.

5. **Holding Over:** Upon expiration of the initial term hereof, this lease shall automatically be renewed for a further period of one year, and thereafter for succeeding and consecutive one-year periods until either party gives written notice to the other that the lease will terminate at the end of the current one-year period. Notice of termination shall be given by August 31 of the one-year period.

6. **Entry:** Landlord or its agents may enter the premises at any and all reasonable times to inspect the property, plant fall crops during the fall prior to the termination of this lease (provided such entry does not interfere with Tenant's regular farming operation), for improvements, and to perform any obligation of Landlord hereunder.

7. **General Terms:**

A. The agent signing below warrants and represents that he has good and lawful authority to enter this lease on behalf of the Landlord.

B. Any sale or transfer of title to the real estate shall be subject to the terms and provisions of this lease.

C. This agreement shall extend to and be binding upon the parties hereto, their heirs, devisees, personal representatives, and assigns

D. The parties expressly acknowledge and agree that the entering into of this lease in no way constitutes a partnership between the Landlord and the Tenant.

E. The lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

F. This lease supersedes all previous agreements between the Landlord and the Tenant relating to its subject matter. There are no other understandings or agreements between them.

IN WITNESS WHEREOF, the parties have hereunto signed their names this _____ day of February, 2015.

LANDLORD:

JOSHUA EICKMEIER, CITY MAYOR

TENANT:

CHRISTOPHER BECKLER

ATTACHMENT "A"

The Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) and the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section Twenty-two (22), Township Eleven (11), North, Range, Three (3), East of the 6th P.M., Seward County, Nebraska, EXCEPT the following: Commencing at the Southeast Corner of the NW 1/4 SW 1/4 of said Section 22; thence Northerly along the East Line of said NW 1/4, a distance of 804.15 feet to the Point of Beginning; thence continuing Northerly along said East Line, a distance of 523.15 feet to the Northeast Corner of said NW 1/4; thence Northerly along the East Line of the SW 1/4 NW 1/4, on a deflection angle of 0°29' left, a distance of 683.0 feet to the Southerly right-of-way line of the Burlington Northern Railroad; thence Westerly along said right-of-way line on a deflection angle of 107°14' left, a distance of 28.35 feet to the beginning of a curve concave Southeasterly, having a radius of 1177.77 feet; thence Southwesterly along said right-of-way line on a deflection angle of 14°27' left, a chord distance of 894.4 feet; thence Southwesterly on a deflection angle of 21°18' left, a distance of 522.9 feet; thence Southwesterly on a deflection angle of 4°39' left, a distance of 352.47 feet; thence Easterly on a deflection angle of 148°07' left, a distance of 1287.31 feet to the Point of Beginning. And also EXCEPTING the following: Commencing at the North 1/16th Corner of said SW 1/4; thence along the East Line of the NW 1/4 SW 1/4 S0°29'43" W 524.65 feet; thence N 89°25'13" W 1229.08 feet to the Point of Beginning; thence continuing along the last described course N89°25'13" W 58.16 feet to a point on the Southeasterly right-of-way line of the Burlington Northern Railroad; thence along said right-of-way S32°21'58" W 19.43 feet to a point 33.0 feet East of the West Line of said SW 1/4; thence parallel to said West Line S0°28'23" W 94.79 feet; thence N32°05'02" E 130.55 feet to the Point of Beginning.

Said tract to INCLUDE the following: Beginning at the North 1/16th Corner of said SW 1/4; thence along the East Line of the NW 1/4 SW 1/4 S0°29'43" W 524.65 feet; thence N89°25'13" W 1012.64 feet; thence N56°59'10" E 212.54 feet; thence N37°42'14" E 139.01 feet; thence N 15°59'32" E 510.82 feet; thence parallel to the North Line of said Southwest Quarter, N89°39'13" W 175.00 feet to a point on the Southeasterly right-of-way line of the Burlington Northern Railroad; thence along said right-of-way for the next two courses, along a railroad curve to the right, having a central angle of 44°37'49", a radius of 1177.77 feet and a chord bearing and distance of N58°19'43" E 894.40 feet; thence N72°46'43" E 28.35 feet to a point on the East Line of the SW 1/4 NW 1/4 of said Section 22; thence along said East Line S0°00'39" W 681.50 feet to the Point of Beginning. And to also INCLUDE the following: Commencing at the North 1/16th Corner of said SW 1/4; thence along the East Line of the NW 1/4 SW 1/4 S0°29'43" W 524.65 feet; thence N89°25'13" W 1012.64 feet to the Point of Beginning; thence continuing along the last described course N89°25'13" W 216.44 feet; thence N32°05'02" E 95.84 feet; thence S63°15'39" E 185.34 feet to the Point of Beginning.

City of Seward, NE
Tuesday, February 17, 2015
Regular Session

Item G12

**CONSIDERATION OF FARM LEASE AGREEMENT WITH
MARLIN LUEBBE - City Atty Hoffschneider**

Staff Contact:

CASH FARM LEASE

Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the following described real estate under the following described terms:

Landlord: City of Seward, a Nebraska Municipal Corporation

Address: P.O. Box. 38; 537 Main Street, Seward, Nebraska 68434

Tenant: Marlin Luebbe

Address: 1348 238th Road, Seward, Nebraska 68434-8053

Real Estate: See Attached Legal Description, Attachment "A".

1. **Term:** This term of this lease shall commence on March 1, 2015, and shall expire on February 29, 2016. The term of the lease covers the 2015 crop year.

2. **Rent:** Landlord and Tenant stipulate and agree that cash rent is based on 2.52 acres of farmland. The rent shall be One Hundred Sixty Five Dollars (\$165) per acre or Four Hundred Fifteen Dollars and Eighty Cents (\$415.80) per year, payable in cash in two equal payments: Two Hundred Seven Dollars and Ninety Cents (\$207.90) on March 1, 2015 and Two Hundred Seven Dollars and Ninety Cents (\$207.90) on September 1, 2015.

3. **Provisions:**

A. As long as the rent herein is paid and the obligations of the Tenant herein followed, Landlord shall give Tenant peaceful possession of the premises through the term.

B. Tenant agrees to maintain the farm and to keep all fences and other improvements on the leased premises in as good a repair and condition as they are in when they enter possession, reasonable wear and tear excepted.

C. Tenant agrees to farm the leased premises in a good husbandry-like manner, keep the premises free from weed infestation, destroy weeds before they ripen to seed, and to the extent not cropped, keep the premises mowed.

D. Unless otherwise noted in an attachment hereto, Tenant shall maintain all personal property leased herewith.

E. Tenant shall not assign this lease or sublet the premises without the written consent of the Landlord.

F. Tenant is authorized to enter any farm programs, government or otherwise, which apply solely to the leased term hereof or for the specific crop year herein set forth. Tenant is not authorized to enter into any farm programs, government or otherwise, extending beyond the expiration date of this lease. Program benefits within the term inure to the Tenant. Any programs beyond the term shall be subject to separate agreement or addendum hereto.

G. Tenant shall keep in good repair all grass waterways, terraces, open ditches, and inlets and outlets of tile drains and fences.

4. **Insurance:** Landlord shall insure any personal property for fire and such other coverage as Landlord may desire in its sole discretion. Tenant shall carry such liability and other insurance as Landlord may reasonably require. Tenant shall provide insurance coverage for any insurable risk of Tenant.

5. **Holding Over:** Upon expiration of the initial term hereof, this lease shall automatically be renewed for a further period of one year, and thereafter for succeeding and consecutive one-year periods until either party gives written notice to the other that the lease will terminate at the end of the current one-year period. Notice of termination shall be given by August 31 of the one-year period.

6. **Entry:** Landlord or its agents may enter the premises at any and all reasonable times to inspect the property, plant fall crops during the fall prior to the termination of this lease (provided such entry does not interfere with Tenant's regular farming operation), for improvements, and to perform any obligation of Landlord hereunder.

7. **General Terms:**

A. The agent signing below warrants and represents that he has good and lawful authority to enter this lease on behalf of the Landlord.

B. Any sale or transfer of title to the real estate shall be subject to the terms and provisions of this lease.

C. This agreement shall extend to and be binding upon the parties hereto, their heirs, devisees, personal representatives, and assigns

D. The parties expressly acknowledge and agree that the entering into of this lease in no way constitutes a partnership between the Landlord and the Tenant.

E. The lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

F. This lease supersedes all previous agreements between the Landlord and the Tenant relating to its subject matter. There are no other understandings or agreements between them.

IN WITNESS WHEREOF, the parties have hereunto signed their names this _____ day of February, 2015.

LANDLORD:

JOSHUA EICKMEIER, CITY MAYOR

TENANT:

MARLIN LUEBBE

ATTACHMENT "A"

A part of Lots 3 and 4 in the East Half of the Northwest Quarter (E1/2 NW1/4) of Section 28, Township 11 North, Range 3, East of the 6th P.M., Seward County, Nebraska, more fully described by metes and bounds as follows: For the following survey the West line of the said East Half of the Northwest Quarter was assumed North for orientation of bearings.

Referring to the Southwest Corner of said East Half of the Northwest Quarter, thence North along the West line of said East Half of Northwest Quarter a distance of 1,637.12 feet to a point on the West line of said E112NW1/4 and the point of beginning. Thence North 89 52'33" East a distance of 568.48 feet to a point on a Westerly right-of-way line of said County-public road, thence North 11 50'57" East along the Westerly right-of-way line of said County-public road a distance of 166.6 feet more or less to a point on the Westerly line of said County-public road. Thence North 61 56'55" West a distance of 357 feet more or less. Thence North 83 44'52" West a distance of 59.1 feet, thence North 65 23'55" West a distance of 41.37 feet to a point on the North line of Lot 3. Thence North 89 45'29" West along the North line of said Lot 3, a distance of 191.28 feet to a point on the West line of the said East Half of the Northwest Quarter, being also the Northwest Corner of said Lot 3, thence South 00 00'00" East along the West line of said Lot 3, a distance of 351.04 feet to the Point of Beginning.

City of Seward, NE
Tuesday, February 17, 2015
Regular Session

Item G13

**CONSIDERATION OF FARM LEASE AGREEMENT WITH
JOHN HEATH - City Atty Hoffschneider**

Staff Contact:

CASH FARM LEASE

Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the following described real estate under the following described terms:

Landlord: City of Seward, a Nebraska Municipal Corporation

Address: P.O. Box. 38; 537 Main Street, Seward, Nebraska 68434

Tenant: John Heath

Address: 2010 Rainbow Avenue, Seward, Nebraska 68434

Real Estate: See Attached Legal Description, Attachment "A".

1. **Term:** This term of this lease shall commence on March 1, 2015, and shall expire on February 29, 2016. The term of the lease covers the 2015 crop year.

2. **Rent:** Landlord and Tenant stipulate and agree that cash rent is based on 30 acres of farmland. The rent shall be Three Hundred Dollars (\$300) per acre or Nine Thousand Dollars (\$9,000) per year, payable in cash in two equal payments: Four Thousand Five Hundred Dollars (\$4,500) on March 1, 2015 and Four Thousand Five Hundred Dollars on September 1, 2015.

3. **Provisions:**

A. As long as the rent herein is paid and the obligations of the Tenant herein followed, Landlord shall give Tenant peaceful possession of the premises through the term.

B. Tenant agrees to maintain the farm and to keep all fences and other improvements on the leased premises in as good a repair and condition as they are in when they enter possession, reasonable wear and tear excepted.

C. Tenant agrees to farm the leased premises in a good husbandry-like manner, keep the premises free from weed infestation, destroy weeds before they ripen to seed, and to the extent not cropped, keep the premises mowed.

D. Unless otherwise noted in an attachment hereto, Tenant shall maintain all personal property leased herewith.

E. Tenant shall not assign this lease or sublet the premises without the written consent of the Landlord.

F. Tenant is authorized to enter any farm programs, government or otherwise, which apply solely to the leased term hereof or for the specific crop year herein set forth. Tenant is not authorized to enter into any farm programs, government or otherwise, extending beyond the expiration date of this lease. Program benefits within the term inure to the Tenant. Any programs beyond the term shall be subject to separate agreement or addendum hereto.

G. Tenant shall keep in good repair all grass waterways, terraces, open ditches, and inlets and outlets of tile drains and fences.

4. **Insurance:** Landlord shall insure any personal property for fire and such other coverage as Landlord may desire in its sole discretion. Tenant shall carry such liability and other insurance as Landlord may reasonably require. Tenant shall provide insurance coverage for any insurable risk of Tenant.

5. **Holding Over:** Upon expiration of the initial term hereof, this lease shall automatically be renewed for a further period of one year, and thereafter for succeeding and consecutive one-year periods until either party gives written notice to the other that the lease will terminate at the end of the current one-year period. Notice of termination shall be given by August 31 of the one-year period.

6. **Entry:** Landlord or its agents may enter the premises at any and all reasonable times to inspect the property, plant fall crops during the fall prior to the termination of this lease (provided such entry does not interfere with Tenant's regular farming operation), for improvements, and to perform any obligation of Landlord hereunder.

7. **General Terms:**

A. The agent signing below warrants and represents that he has good and lawful authority to enter this lease on behalf of the Landlord.

B. Any sale or transfer of title to the real estate shall be subject to the terms and provisions of this lease.

C. This agreement shall extend to and be binding upon the parties hereto, their heirs, devisees, personal representatives, and assigns

D. The parties expressly acknowledge and agree that the entering into of this lease in no way constitutes a partnership between the Landlord and the Tenant.

E. The lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

F. This lease supersedes all previous agreements between the Landlord and the Tenant relating to its subject matter. There are no other understandings or agreements between them.

IN WITNESS WHEREOF, the parties have hereunto signed their names this _____ day of February, 2015.

LANDLORD:

JOSHUA EICKMEIER, CITY MAYOR

TENANT:

JOHN HEATH

ATTACHMENT “A”

All that portion of the Northeast Quarter of the Southeast Quarter of Section Twenty-Nine (29), Township Eleven (11) North, Range Three (3), East of the 6th P.M., City of Seward, Seward County, Nebraska lying Westerly of a line drawn parallel with the distant 176.8 feet Westerly of, as measured by right angles to, the East line of said Northeast Quarter of the Southeast Quarter and lying Southwesterly of, as measured radially to, Burlington Northern Railroad Company's relocated main track centerline, as now located and constructed. LESS and EXCEPT the following parcel: That portion of the Northeast Quarter, Southeast Quarter of Section Twenty-Nine (29), Township Eleven (11) North, Range Three (3) East of the 6th P.M., City of Seward, Seward County, Nebraska, lying between a line drawn parallel with and distant 50.0 feet Southwesterly of, as measured radially to, Burlington Northern Railroad Company's main track centerline as now located and constructed and a line drawn parallel with, and distant 100.0 feet Southwesterly of, said centerline.

City of Seward, NE
Tuesday, February 17, 2015
Regular Session

Item G14

**CONSIDERATION OF THREE FARM LEASE AGREEMENTS
WITH DAN KOUMA - City Atty Hoffschneider**

Parcel 1

Parcel 2

Parcel 3

Staff Contact:

CASH FARM LEASE

Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the following described real estate under the following described terms:

Landlord: City of Seward, a Nebraska Municipal Corporation

Address: P.O. Box. 38; 537 Main Street, Seward, Nebraska 68434

Tenant: Dan Kouma

Address: 2141 280 Road, Seward, Nebraska 68434

Real Estate: See Attached Legal Description, Attachment "A".

1. **Term:** This term of this lease shall commence on March 1, 2015, and shall expire on February 29, 2016. The term of the lease covers the 2015 crop year.

2. **Rent:** Landlord and Tenant stipulate and agree that cash rent is based on 29.48 acres of farmland. The rent shall be Three Hundred Dollars (\$225) per acre or Six Thousand Six Hundred Thirty Three Dollars (\$6,633) per year, payable in cash in two equal payments: Three Thousand Three Hundred Sixteen Dollars and Fifty Cents (\$3,316.50) on March 1, 2015 and Three Thousand Three Hundred Sixteen Dollars and Fifty Cents (\$3,316.50) on September 1, 2015.

3. **Provisions:**

A. As long as the rent herein is paid and the obligations of the Tenant herein followed, Landlord shall give Tenant peaceful possession of the premises through the term.

B. Tenant agrees to maintain the farm and to keep all fences and other improvements on the leased premises in as good a repair and condition as they are in when they enter possession, reasonable wear and tear excepted.

C. Tenant agrees to farm the leased premises in a good husbandry-like manner, keep the premises free from weed infestation, destroy weeds before they ripen to seed, and to the extent not cropped, keep the premises mowed.

D. Unless otherwise noted in an attachment hereto, Tenant shall maintain all personal property leased herewith.

E. Tenant shall not assign this lease or sublet the premises without the written consent of the Landlord.

F. Tenant is authorized to enter any farm programs, government or otherwise, which apply solely to the leased term hereof or for the specific crop year herein set forth. Tenant is not authorized to enter into any farm programs, government or otherwise, extending beyond the expiration date of this lease. Program benefits within the term inure to the Tenant. Any programs beyond the term shall be subject to separate agreement or addendum hereto.

G. Tenant shall keep in good repair all grass waterways, terraces, open ditches, and inlets and outlets of tile drains and fences.

4. **Insurance:** Landlord shall insure any personal property for fire and such other coverage as Landlord may desire in its sole discretion. Tenant shall carry such liability and other insurance as Landlord may reasonably require. Tenant shall provide insurance coverage for any insurable risk of Tenant.

5. **Holding Over:** Upon expiration of the initial term hereof, this lease shall automatically be renewed for a further period of one year, and thereafter for succeeding and consecutive one-year periods until either party gives written notice to the other that the lease will terminate at the end of the current one-year period. Notice of termination shall be given by August 31 of the one-year period.

6. **Entry:** Landlord or its agents may enter the premises at any and all reasonable times to inspect the property, plant fall crops during the fall prior to the termination of this lease (provided such entry does not interfere with Tenant's regular farming operation), for improvements, and to perform any obligation of Landlord hereunder.

7. **General Terms:**

A. The agent signing below warrants and represents that he has good and lawful authority to enter this lease on behalf of the Landlord.

B. Any sale or transfer of title to the real estate shall be subject to the terms and provisions of this lease.

C. This agreement shall extend to and be binding upon the parties hereto, their heirs, devisees, personal representatives, and assigns

D. The parties expressly acknowledge and agree that the entering into of this lease in no way constitutes a partnership between the Landlord and the Tenant.

E. The lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

F. This lease supersedes all previous agreements between the Landlord and the Tenant relating to its subject matter. There are no other understandings or agreements between them.

IN WITNESS WHEREOF, the parties have hereunto signed their names this _____ day of February, 2015.

LANDLORD:

JOSHUA EICKMEIER, CITY MAYOR

TENANT:

DAN KOUMA

ATTACHMENT "A"

A 28.68 acre tract of land located in the Southeast Quarter of Section 21, Township 11 North Range 3 East of the 6th P.M., Seward County, Nebraska and more particularly described as follows:

Beginning at the Northeast corner of the South One-Half of the Northwest Quarter of the Southeast Quarter of said Section 21. Thence in a Westerly direction, along the North line of the South One-half of the Northwest Quarter of the Southeast Quarter of Section 21, on an assumed bearing of North 89 degrees 39 minutes 12 seconds West for a distance of 272.75 feet to a point in the centerline of Plum Creek.

THENCE South 07 degrees 33 minutes 18 seconds West, along the centerline of Plum Creek, for a distance of 76.09 feet

THENCE South 38 degrees 58 minutes 56 seconds West, along the centerline of Plum Creek, for a distance of 89.04 feet

THENCE South 67 degrees 32 minutes 01 seconds West, along the centerline of Plum Creek, for a distance of 83.04 feet

THENCE South 40 degrees 27 minutes 42 seconds West, along the centerline of Plum Creek, for a distance of 53.64 feet

THENCE South 34 degrees 20 minutes 45 seconds East, along the centerline of Plum Creek, for a distance of 56.56 feet

THENCE North 88 degrees 05 minutes 38 seconds East, along the centerline of Plum Creek, for a distance of 236.77 feet

THENCE South 60 degrees 37 minutes 51 seconds East, along the centerline of Plum Creek, for a distance of 81.35 feet

THENCE South 12 degrees 36 minutes 44 seconds West, along the centerline of Plum Creek, for a distance of 66.00 feet

THENCE South 40 degrees 45 minutes 05 seconds West, along the centerline of Plum Creek, for a distance of 216.70 feet

THENCE South 25 degrees 54 minutes 54 seconds West, along the centerline of Plum Creek, for a distance of 184.51 feet

THENCE South 21 degrees 49 minutes 34 seconds West, along the centerline of Plum Creek, for a distance of 206.81 feet to a point on the Northerly 40.0 foot Right-of-Way line of U.S. Highway #34

THENCE South 40 Degrees 03 minutes 20 seconds East, along the said Northerly 40.0 foot Right-of-Way line of U.S. Highway #34, for a distance of 43.81 feet

THENCE North 49 degrees 56 minutes 40 seconds East for a distance of 20.00 feet to a point on the Northerly 60.0 foot Right-of-Way line of U.S. Highway #34

THENCE South 40 degrees 03 minutes 20 seconds East, along the said Northerly 60.0 foot Right-of-Way line of U.S. Highway #34, for a distance of 197.15 feet

THENCE North 64 degrees 35 minutes 12 seconds East for a distance of 204.84 feet

THENCE South 89 degrees 56 minutes 44 seconds East for a distance of 218.00 feet

THENCE South 42 degrees 52 minutes 21 seconds West for a distance of 367.71 feet to a point on the said Northerly 60.0 foot Right-of-Way line of U.S. Highway #34

THENCE South 40 degrees 03 minutes 20 seconds East, along the said Northerly 60.0 foot Right-of-Way line of U.S. Highway #34, for a distance of 52.35 feet

THENCE continuing along the said Northerly 60.0 foot Right-of-Way line of U.S. Highway #34 on a curve to the left having a radius of 1849.86 feet and an arc length of 343.27 feet, being subtended by a chord of South 45 degrees 22 minutes 18 seconds East for a distance of 342.78 feet to a point on the former Westerly Right-of-Way line of the Burlington Northern Railroad

THENCE along the said former Westerly Right-of-Way line of the Burlington Northern Railroad on a curve to the left having a radius of 1382.68 feet and an arc length of 158.58 feet, being subtended by a chord of North 35 degrees 34 minutes 24 seconds East for a distance of 158.49 feet to the Point of Tangency of said curve.

THENCE North 32 degrees 17 minutes 16 seconds East, along the said former Westerly Right-of-Way line of the Burlington Northern Railroad for a distance of 1631.43 feet to a point on the North line of the South One-half of the Northeast Quarter of the Southeast Quarter of said Section 21

THENCE North 89 degrees 39 minutes 12 seconds West, along the North line of the South One-half of the Northeast Quarter of the Southeast Quarter of said Section 21, for a distance of 1140.27 feet to the Point of Beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 29.68 acres more or less;

And a 12.74 acre tract of land located in the Southeast Quarter of the Southeast Quarter of Section 21, Township 11 North Range 3 East of the 6th P.M., Seward County, Nebraska and more particularly described as follows:

Beginning at the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 21. THENCE in a Southerly direction, along the East line of the Southeast Quarter of the Southeast Quarter of said Section 21, on an assumed bearing of South 00 degrees 00 minutes 00 seconds East for a distance of 662.29 feet

THENCE North 89 degrees 53 minutes 56 seconds West, parallel to the South line of the Southeast Quarter of the Southeast Quarter of said Section 21, for a distance of 300.00 feet

THENCE North 00 degrees 00 minutes 00 seconds West, parallel to the East line of the Southeast Quarter of the Southeast Quarter of said Section 21, for a distance of 47.77 feet

THENCE along a curve to the right having a radius of 1249.86 feet and an arc length of 233.29 feet, being subtended by a chord of North 68 degrees 22 minutes 32 seconds West for a distance of 232.95 feet

THENCE South 16 degrees 32 minutes 07 seconds West for a distance of 606.77 feet to a point on the Northerly 60.0 foot Right-of-Way line of U.S. Highway #34

THENCE along said Northerly 60.0 foot Right-of-Way line of U.S. Highway #34 on a curve to the right having a radius of 1849.86 feet and an arc length of 408.38 feet, being subtended by a chord of North 60 degrees 06 minutes 37 seconds West for a distance of 407.55 feet to a point on the former Easterly Right-of-Way line of the Burlington Northern Railroad

THENCE along the said former Easterly Right-of-Way line of the Burlington Northern Railroad on a curve to the left having a radius of 1482.68 and an arc length of 168.13 feet, being subtended by a chord of North 35 degrees 32 minutes 11 seconds East for a distance of 168.04 feet to the Point of Tangency of said curve

THENCE continuing along the said former Easterly Right-of-Way line of the Burlington Northern Railroad on a bearing of North 32 degrees 17 minutes 16 seconds East for a distance of 913.55 feet to a point on the North line of the Southeast Quarter of the Southeast Quarter of said Section 21

THENCE South 89 degrees 42 minutes 33 seconds East, along the North line of the Southeast Quarter of the Southeast Quarter of said Section 21, for a distance of 456.93 feet to the Point of Beginning. Together with and subject to covenants, easements, and restrictions of record, Said property contains 12.74 acres more or less.

CASH FARM LEASE

Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the following described real estate under the following described terms:

Landlord: City of Seward, a Nebraska Municipal Corporation

Address: P.O. Box. 38; 537 Main Street, Seward, Nebraska 68434

Tenant: Dan Kouma

Address: 2141 280 Road, Seward, Nebraska 68434

Real Estate: See Attached Legal Description, Attachment "A".

1. **Term:** This term of this lease shall commence on March 1, 2015, and shall expire on February 29, 2016. The term of the lease covers the 2015 crop year.

2. **Rent:** Landlord and Tenant stipulate and agree that cash rent is based on 6 acres of farmland. The rent shall be Seventy Dollars (\$70) per acre or Four Hundred Twenty Dollars (\$420) per year, payable in cash in two equal payments: Two Hundred Ten Dollars (\$210) on March 1, 2015 and Two Hundred Ten Dollars (\$210) on September 1, 2015.

3. **Provisions:**

A. As long as the rent herein is paid and the obligations of the Tenant herein followed, Landlord shall give Tenant peaceful possession of the premises through the term.

B. Tenant agrees to maintain the farm and to keep all fences and other improvements on the leased premises in as good a repair and condition as they are in when they enter possession, reasonable wear and tear excepted.

C. Tenant agrees to farm the leased premises in a good husbandry-like manner, keep the premises free from weed infestation, destroy weeds before they ripen to seed, and to the extent not cropped, keep the premises mowed.

D. Unless otherwise noted in an attachment hereto, Tenant shall maintain all personal property leased herewith.

E. Tenant shall not assign this lease or sublet the premises without the written consent of the Landlord.

F. Tenant is authorized to enter any farm programs, government or otherwise, which apply solely to the leased term hereof or for the specific crop year herein set forth. Tenant is not authorized to enter into any farm programs, government or otherwise, extending beyond the expiration date of this lease. Program benefits within the term inure to the Tenant. Any programs beyond the term shall be subject to separate agreement or addendum hereto.

G. Tenant shall keep in good repair all grass waterways, terraces, open ditches, and inlets and outlets of tile drains and fences.

4. **Insurance:** Landlord shall insure any personal property for fire and such other coverage as Landlord may desire in its sole discretion. Tenant shall carry such liability and other insurance as Landlord may reasonably require. Tenant shall provide insurance coverage for any insurable risk of Tenant.

5. **Holding Over:** Upon expiration of the initial term hereof, this lease shall automatically be renewed for a further period of one year, and thereafter for succeeding and consecutive one-year periods until either party gives written notice to the other that the lease will terminate at the end of the current one-year period. Notice of termination shall be given by August 31 of the one-year period.

6. **Entry:** Landlord or its agents may enter the premises at any and all reasonable times to inspect the property, plant fall crops during the fall prior to the termination of this lease (provided such entry does not interfere with Tenant's regular farming operation), for improvements, and to perform any obligation of Landlord hereunder.

7. **General Terms:**

A. The agent signing below warrants and represents that he has good and lawful authority to enter this lease on behalf of the Landlord.

B. Any sale or transfer of title to the real estate shall be subject to the terms and provisions of this lease.

C. This agreement shall extend to and be binding upon the parties hereto, their heirs, devisees, personal representatives, and assigns

D. The parties expressly acknowledge and agree that the entering into of this lease in no way constitutes a partnership between the Landlord and the Tenant.

E. The lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

F. This lease supersedes all previous agreements between the Landlord and the Tenant relating to its subject matter. There are no other understandings or agreements between them.

IN WITNESS WHEREOF, the parties have hereunto signed their names this _____ day of February, 2015.

LANDLORD:

JOSHUA EICKMEIER, CITY MAYOR

TENANT:

DAN KOUMA

ATTACHMENT "A"

Tax Lot 19, SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, West of the river in the East $\frac{1}{2}$ of the NW $\frac{1}{4}$ South of the river and East of the road, in Section 28, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska more particularly described as follows:

Beginning at the southwest corner of Lot 7, in Woods and Mortons Subdivision of the East Half of the Northwest Quarter of Section 28, Township 11 North, Range 3, East of the 6th P.M., as the same appears of record in Book T at page 216 of the records of Seward County, Nebraska, and running thence south 8° 45' E 51 feet, thence south 63° 8' East 190 feet, thence north 82° East 200 feet, thence north 74° 52' East 256 feet more or less to an intersection with the East line of the East Half of the Northwest Quarter of said Section 28, thence north on said last described line 136 feet more or less to an intersection with the center of the channel of the Big Blue River, thence in a westerly direction following the center of the channel of said River to an intersection with the south line of said Lot 7, thence west along said last named line, 1.50 chains, more or less to the place of beginning, containing 1.30 acres, more or less.

Also, beginning at a point where the center of the channel of the Big Blue River intersects the west line of the East half of the Southwest Quarter of the Northeast Quarter of Section 28, Township 11 North, Range 3, East of the 6th P.M., Seward County, Nebraska, the same being 50 feet more or less North of the southwest corner of said East Half of the Southwest Quarter of the Northeast quarter, thence north along the west line of said E1/2 of SW $\frac{1}{4}$ of NE1/4, 400 feet more or less to the center of the channel of said Big Blue River, thence in a southeasterly direction following the center of the channel of said river downstream to the starting point, containing one acre more or less;

Also, the South Half of the West Half of the Southwest Quarter of the Northeast Quarter of Section 28, Township 11 North, Range 3, East of the 6th P.M., in Seward County, Nebraska, except a tract along the south line lying south of the center of the channel of the Big Blue River, containing one (1) acres more or less, more particularly described in a certain deed executed by Bert Miers and Tina Miers, his wife, to Earnest Wall, dated Nov. 21, 1927, filed for record November 21, 1927, and recorded in Book 41, page 255 of the Deed Records of Seward County, Nebraska;

All that part of Tax Lot 19, lying East of the County Road, as now located, and north of the east and west half section line and lying west and south of the center of the present channel of the Big Blue River and all being in the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 28, Township 11, North Range 3, East of the 6th P.M., Seward County, Nebraska, more particularly described as follows:

Beginning at a point 51 feet south and 8° 45' east of the southwest corner of Lot 7 of Woods and Mortons Subdivision of the East Half of the Northwest Quarter of Section 28, Township 11, Range 3, East, Seward County, Nebraska, as said Plat is shown in Book T, page 216, and on the east line of a county road that runs northerly and southerly through Tax Lot 19 of said East Half of Northwest Quarter of said Section 28; thence south 63° 8' East, 190 feet; thence North 82° East, 200 feet; thence north 74° 52' east 256 feet, more or less, to an intersection with the East line of said East Half of Northwest Quarter of Section 28, which point is 136 feet, more or less, south of the center of the channel of the Big Blue River; thence South along the east line of the East Half of the Northwest Quarter of said Section 28, to the center of said Section 28; thence west along the south line of the south half Northwest Quarter of said Section 28, to a point where said center line intersects the east line of the said first mentioned county road; thence northerly along the east line of said county road, to the point of beginning.

CASH FARM LEASE

Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the following described real estate under the following described terms:

Landlord: City of Seward, a Nebraska Municipal Corporation

Address: P.O. Box. 38; 537 Main Street, Seward, Nebraska 68434

Tenant: Dan Kouma

Address: 2141 280 Road, Seward, Nebraska 68434

Real Estate: See Attached Legal Description, Attachment "A".

1. **Term:** This term of this lease shall commence on March 1, 2015, and shall expire on February 29, 2016. The term of the lease covers the 2015 crop year.

2. **Rent:** Landlord and Tenant stipulate and agree that cash rent is based on 41.4 acres of farmland. The rent shall be Two Hundred Fifteen Dollars (\$215) per acre or Eight Thousand Nine Hundred and One Dollars (\$8901) per year, payable in cash in two equal payments: Four Thousand Four Hundred Fifty Dollars and Fifty Cents (\$4,450.50) on March 1, 2015 and Four Thousand Four Hundred Fifty Dollars and Fifty Cents (\$4,450.50) on September 1, 2015.

3. **Provisions:**

A. As long as the rent herein is paid and the obligations of the Tenant herein followed, Landlord shall give Tenant peaceful possession of the premises through the term.

B. Tenant agrees to maintain the farm and to keep all fences and other improvements on the leased premises in as good a repair and condition as they are in when they enter possession, reasonable wear and tear excepted.

C. Tenant agrees to farm the leased premises in a good husbandry-like manner, keep the premises free from weed infestation, destroy weeds before they ripen to seed, and to the extent not cropped, keep the premises mowed.

D. Unless otherwise noted in an attachment hereto, Tenant shall maintain all personal property leased herewith.

E. Tenant shall not assign this lease or sublet the premises without the written consent of the Landlord.

F. Tenant is authorized to enter any farm programs, government or otherwise, which apply solely to the leased term hereof or for the specific crop year herein set forth. Tenant is not authorized to enter into any farm programs, government or otherwise, extending beyond the expiration date of this lease. Program benefits within the term inure to the Tenant. Any programs beyond the term shall be subject to separate agreement or addendum hereto.

G. Tenant shall keep in good repair all grass waterways, terraces, open ditches, and inlets and outlets of tile drains and fences.

4. **Insurance:** Landlord shall insure any personal property for fire and such other coverage as Landlord may desire in its sole discretion. Tenant shall carry such liability and other insurance as Landlord may reasonably require. Tenant shall provide insurance coverage for any insurable risk of Tenant.

5. **Holding Over:** Upon expiration of the initial term hereof, this lease shall automatically be renewed for a further period of one year, and thereafter for succeeding and consecutive one-year periods until either party gives written notice to the other that the lease will terminate at the end of the current one-year period. Notice of termination shall be given by August 31 of the one-year period.

6. **Entry:** Landlord or its agents may enter the premises at any and all reasonable times to inspect the property, plant fall crops during the fall prior to the termination of this lease (provided such entry does not interfere with Tenant's regular farming operation), for improvements, and to perform any obligation of Landlord hereunder.

7. **General Terms:**

A. The agent signing below warrants and represents that he has good and lawful authority to enter this lease on behalf of the Landlord.

B. Any sale or transfer of title to the real estate shall be subject to the terms and provisions of this lease.

C. This agreement shall extend to and be binding upon the parties hereto, their heirs, devisees, personal representatives, and assigns

D. The parties expressly acknowledge and agree that the entering into of this lease in no way constitutes a partnership between the Landlord and the Tenant.

E. The lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

F. This lease supersedes all previous agreements between the Landlord and the Tenant relating to its subject matter. There are no other understandings or agreements between them.

IN WITNESS WHEREOF, the parties have hereunto signed their names this _____ day of February, 2015.

LANDLORD:

JOSHUA EICKMEIER, CITY MAYOR

TENANT:

DAN KOUMA

ATTACHMENT "A"

A 10.89 acre tract of land located in the Southeast Quarter of Section 16, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska, and more particularly described as follows:

Beginning at the Southeast Corner of the South one-half of the Southeast Quarter of said Section 16. THENCE in a Westerly direction, along the South line of the South one-half of the Southeast Quarter of said Section 16, on an assumed bearing of North 89 degrees 23 minutes 05 seconds West for a distance of 211.09 feet.

THENCE North 18 degrees 09 minutes 42 seconds West for a distance of 603.76 feet

THENCE North 00 degrees 06 minutes 13 seconds East for a distance of 750.00 feet to a point on the North line of the South One-half of the Southeast Quarter of said Section 16.

THENCE South 89 degrees 14 minutes 56 seconds East for a distance of 400.00 feet to the Northeast corner of the South one-half of the Southeast Quarter of said Section 16

THENCE South 00 degrees 05 minutes 20 seconds West for a distance of 1320.71 feet to the Point of Beginning

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 10.89 acres more or less.

AND

A 56.26 acre tract of land located in the Southwest Quarter of Section 15, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska and more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter of said Section 15.

THENCE in a Northerly direction, along the West line of the South one-half of the Southwest Quarter of said Section 15, on an assumed bearing of North 00 degrees 05 minutes 20 seconds East for a distance of 1320.71 feet to the Northwest corner of the South one-half of the Southwest Quarter of said Section 15.

THENCE North 00 degrees 08 minutes 12 seconds East, along the West line of the North one-half of the Southwest Quarter of said Section 15, for a distance of 607.56 feet

THENCE North 89 degrees 57 minutes 11 seconds East for a distance of 1146.96 feet to the centerline of Plum Creek

THENCE North 15 degrees 18 minutes 53 seconds West, along the centerline of Plum Creek, for a distance of 466.78 feet

THENCE North 80 degrees 59 minutes 09 seconds West, along the centerline of Plum Creek, for a distance of 403.20 feet

THENCE North 00 degrees 02 minutes 49 seconds West for a distance of 200.00 feet to a point on the North line of the Southwest Quarter of said Section 15.

Thence North 89 degrees 57 minutes 11 seconds East, along the North line of the Southwest Quarter of said Section 15, for a distance of 988.21 feet

THENCE South 00 degrees 02 minutes 47 seconds East, parallel to the East line of the Southwest Quarter of said Section 15, for a distance of 1172.56 feet

THENCE South 89 degrees 57 minutes 10 seconds West for a distance of 206.50 feet

THENCE South 00 degrees 00 minutes 00 seconds East for a distance of 162.68 feet to the centerline of Plum Creek

THENCE South 25 degrees 00 minutes 00 seconds West, along the centerline of Plum Creek, for a distance of 115.28 feet

THENCE South 53 degrees 45 minutes 01 seconds West, along the centerline of Plum Creek, for a distance of 377.35 feet

THENCE South 41 degrees 17 minutes 37 seconds West for a distance of 346.21 feet

THENCE South 74 degrees 48 minutes 34 seconds West for a distance of 302.45 feet

THENCE South 16 degrees 58 minutes 11 seconds West for a distance of 670.00 feet to a point on the South line of the Southwest Quarter of said Section 15

THENCE South 89 degrees 58 minutes 12 seconds West, along the South line of the Southwest Quarter of said Section 15, for a distance of 342.50 feet to the Point of Beginning

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 56.26 acres more or less.

City of Seward, NE
Tuesday, February 17, 2015
Regular Session

Item G15

**CONSIDERATION OF APPROVAL OF BID SPECIFICATIONS
FOR ONE NEW AMBULANCE - John Singleton**

Staff Contact:

Seward Fire and Rescue

2015 Ambulance Specifications

One (1)
00-01-0001

GENERAL CONDITIONS

Y___N___

PURCHASER: The "Purchaser" who is hereinafter described as an individual, or a group of individuals who represent the interest of a Seward Fire and Rescue AND has been charged with the responsibility of purchasing one or more emergency medical ambulance(s).

BIDDER: The "Bidder" is hereinafter defined as the ambulance manufacturer and/or it's authorized Representative/Dealer.

BIDDER'S INSTRUCTIONS

Bidders shall thoroughly examine all drawings, specifications, schedules, instructions and any other documents supplied as part of this invitation to bid and shall make all investigations necessary to thoroughly inform themselves regarding the content of the written specifications, drawings, and instructions supplied herein. No plea of ignorance by the bidder pertaining to the content of the specifications, drawings, schedule, or instructions will be considered by the purchaser on the deadline, if bid submission has occurred. Failure or omission on the part of the bidder to make the necessary examinations and investigations into the content of the specifications AND make all clarifications or explanations of exceptions and conditions that exist or that may exist hereafter shall NOT be accepted as a basis for making variations to the requirements of the purchaser or compensation to the bidder.

CLARIFICATIONS: Clarifications shall be written correspondence between the bidder and the purchaser. A clarification shall include the page number, paragraph number, the text with unclear content (as written in the specification) and the definition of the clarification provided.

The Purchaser's clarifications shall be documented in writing and distributed to all qualified bidders at least two business days prior to the deadline for bid submission.

EXPLANATION OF EXCEPTIONS: Bidders may take exceptions to any part of the bid contained herein with a written itemized schedule. The schedule shall include the page number, paragraph number(s), the text that the bidder feels he cannot comply with and an explanation why the bidder feels that the requirement is not in the best interest of the purchaser AND/OR an alternate bidder solution. Alternate bidder solutions may be considered by the purchaser, if the bidder can show the purchaser that the alternate solution is, in quality and quantity, equal to OR better than the specified item. Explanations of exceptions taken must be documented and submitted with the bid proposal on or before the bid submission deadline.

PURCHASER'S INTENT

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The intent of the specifications supplied herein is to purchase an ambulance with the highest level of quality and engineering excellence. The intent of this vehicle is centered on the patient's need for pre-hospital care, in conjunction with a safe working environment for the Emergency Medical Personnel.

NO ALTERNATE BIDS TAKING TOTAL EXCEPTION

BID PACKAGES SHALL NOT TAKE TOTAL EXCEPTIONS: Bidders are required under this bid invitation to give, for the consideration of the purchaser, a proposal that will comply with the written specifications, drawings, and schedules supplied herein. The specifications supplied represent a compilation of input from all disciplines of users, patients, maintenance and management personnel who are directly affected by the vehicle performance. All the personnel who have direct working contact with the vehicle specified herein base careful consideration pertaining to safety, configuration, construction, and workmanship on working experiences. The intent of this ambulance was created as a result of resolving issues and improvement suggestions that have originated from the personnel most QUALIFIED to make such input.

The purchaser makes no claim that potential issues or improvements are included in the specifications supplied herein. The purchaser will consider any valid concern by any bidder and will consider only minor specification exceptions or alternates of equal or better performance, provided that the exceptions are steered toward meeting the intent AND the exceptions are submitted with the final bid proposal on or before the bid deadline.

CAUTION: A bidder who submits a bid that takes "Total Exception" and makes an offering of some "Standard" or "Stock" unit will be viewed by the purchaser as a bidder who did not make, and is not prepared to make, a valid bid, and is not qualified to manufacture the ambulance as specified herein. Alternate bids shall NOT be considered.

INTER-AGENCY AGREEMENTS (PIGGY-BACK)

It is the intent of this bid document to make available to other government entities, by mutual agreement with the successful Bidder, the right to purchase the same or like equipment and or products, at the prices quoted for the period of the contract. Each Bidder shall indicate in the bid proposal, if the Bidder will honor other political subdivision's orders, in accordance with contract terms and conditions. This procedure is sometimes identified as a "Piggy-Back" Bid.

VENDOR QUALIFICATIONS

Regardless of chassis purchased, all bidders shall be members in good standing of the Ford Motor Company Qualified Vehicle Modifier Program (Q.V.M.). Certification verification shall be provided with the bid response. If for any reason

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the Q.V.M. Certification was withdrawn or suspended by Ford Motor Company within the past five years, the bidder shall supply a full written explanation of the Q.V.M. withdrawal or suspension and any corrective actions taken to regain Q.V.M. Certification.

PRODUCT LIABILITY INSURANCE

A Certificate of current liability insurance, with a Ten Million Dollar minimum shall be supplied with the bid submission. The certificate of insurance shall bear the insurance carrier's name, address, and phone number. The Certificate shall also bear the name and address of the insured. This document shall contain the coverage schedule, explaining the type of insurance, the policy number, the effective date of coverage, the policy expiration date, and the individual limits of liability.

DRUG FREE WORKPLACE

The bidder shall conduct business as a Drug Free Workplace. The bidder/manufacture shall provide notice to their employees as required under the Drug Free Workplace Act of 1988. A copy of the bidder's Drug Free Workplace policy shall be furnished to the purchaser upon request.

CHASSIS POOL

The bidder shall be a member of the Ford Motor Company's and/or the General Motor Company's Chassis Bailment Pool, regardless of the chassis specified within this specification. The bidder shall provide a current Ford Motor Company and/or General Motor Company's Pool account number to the purchaser upon request.

PRODUCT TESTING

AMBULANCE MANUFACTURER'S DIVISION: The Bidder shall be a member in good standing with the National Truck Equipment Association (N.T.E.A.) and the Ambulance Manufacturer's Division (A.M.D.) of N.T.E.A. The bidder shall supply a letter with the bid response to verify current membership in both the N.T.E.A. and the A.M.D.

AMD STANDARD 001: STATIC LOAD TEST

A.M.D. 001 - MANUFACTURERS' BODY STRUCTURE TESTING: The ambulance described herein shall be tested to the National Truck Equipment Association's Ambulance Manufacturer's Division, AMD Standard 001 - Static Load Test, except the test weight shall be at least 32,000 pounds. The test results shall be certified by an independent engineering firm not directly associated with the Ambulance Manufacturer. These certified test results shall be supplied to the purchaser upon request.

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KKK-A-1822F TESTING CERTIFICATION

The bidder shall provide documentation within this bid proposal, which verifies that all KKK-A-1822F testing is current and certified by an independent engineering firm.

QUALITY ASSURANCE - SPECIFICATION COMPLIANCE

The manufacturer shall inspect and test all systems and electrical loads per Federal specification KKK-A-1822F Section 4. Testing results shall be documented and displayed in the oxygen compartment and supplied with the vehicle delivery handbook.

NOTE: The purchaser will have zero tolerance towards bidder/vendors who state compliance to specification, but delivers an incomplete product and/or substandard materials and workmanship.

NON-COLLUSIVE BID CERTIFICATION

By submission of this bid response, the Bidder and/or Bidder's authorized representative(s), certify under penalty of perjury, to the best of their knowledge and belief the following:

A. The prices in this bid response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor, and;

B. Unless otherwise required by law, the prices which have been quoted in the bid response have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder, prior to the public bid opening, either directly or indirectly to any competitor, and;

C. No attempt has been made or will be made by the Bidder, for the purpose of restricting competition, to induce any person, partnership, or corporation not to submit a bid response.

DEBARMENT STATUS

By submission of this bid response, the Bidder and/or its authorized representatives, certify under penalty or perjury, that to the best of their knowledge and belief they are not currently debarred from submitting bids or bidding on contracts from any agency within the home state of the purchaser, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency within the home state of the purchaser.

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DELIVERY STATEMENT

The bidder shall state the number of calendar days required for delivery of the completed ambulance, after receipt of an order and receipt of chassis by the manufacturer.

Delivery shall be within 180 calendar days after receipt of order and receipt of chassis. (State number of calendar days)

REQUIRED DELIVERY ITEMS

REQUIRED DELIVERY ITEMS: Upon a successful bid award, the vendor shall provide the following to the purchaser, upon ambulance delivery:

1. Manufacturer's Quality Assurance Vehicle Testing and acceptance documents.
2. One (1) copy of conversion parts, service, and operational manuals.
3. OEM Chassis Owner's Guide materials as provided by the chassis manufacturer.
4. Two (2) copies of "as built" customized electrical schematics for the ambulance conversion.

PURCHASER'S RIGHTS

ACCEPTANCE OR REJECTION: The Purchaser reserves the right to accept or reject any and all bids as deemed to be in the best interest of the purchaser and is not bound to accept the lowest bid.

BID PROPOSAL TIME LIMITS: All bids submitted to the purchaser shall remain in effect for a minimum period of (45) forty five calendar days.

BID WITHDRAWAL: Only written bid withdrawal requests will be accepted by the purchaser. Bid withdrawals received less than (3) three working days prior to the advertised bid opening will not be accepted.

FORCE MAJEURE

The bidder shall not be charged with liquidated damages or any excess cost when delay in delivery of goods is due to:

Any preference or priority of an allocation order duly issued by a government agency.

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Unforeseeable cause beyond the control and without the fault, of the ambulance manufacturer, or acts of God or of the public enemy, acts of the purchaser, acts of another contractor in the performance of a contract with the purchaser, fire, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and;

Any delays of subcontractors occasioned by any of the causes specified in the two immediately preceding clauses.

One (1)
00-01-0232

TYPE I - AMBULANCE - CHIEF XL I - 72" INTERIOR HEADROOM

Y___N___

SPECIFICATION INTENT: Type I 169-inch module, constructed with not less than a 72-inch interior module height, an overall length of 301.5-inches, an overall width of 98-inches and an overall exterior height not to exceed 110-inches.

One (1)
10-01-0175

CHASSIS - FORD F-450 CHASSIS, 189" WB 4 x 4

Y___N___

F4H 2015 FORD F450 CHASSIS CAB, 189"WB 4x4 DRW (108 C.A.)

POWERTRAIN / FUNCTIONAL

- Alternators dual heavy duty
- Axle - Front mono-beam axle w/coil spring suspension
- Axle Rear limited slip (4.10 ratio)
- Batteries Dual 750 CCA
- Brakes 4-wheel disc Anti-Lock Braking System (ABS)
- Electronic-Shift-On-The-Fly (ESOF)
- Engine - 6.7L 4 Valve OHV Power Stroke® Diesel V8
- Engine block heater
- Fuel Tank 40 Gallon
- Shock absorbers Heavy Duty gas
- Spare tire & wheel, includes jack
- Springs, rear auxiliary
- Stabilizer bars Front & Rear
- Stationary elevated Idle Control (SEIC)
- Steering damper
- Steering power
- Tires LT225/70Rx19.5G Continental HDR
- Transmission Torqshift ®6 speed SelectShift automatic w/overdrive

EXTERIOR

- Bumper front, chrome
- Door handles - black
- Fender vents front
- Glass Privacy
- Grille chrome - 2 bar
- Headlamps dual beam jewel effect
- License plate bracket
- Lights roof/marker clearance lights
- Light under hood service light

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- Mirrors manually telescoping trailer tow mirrors w/power heated glass, heated convex spotter mirror & integrated clearance lights / turn signals

- Tow hooks (2) front
- Wheels 19.5" argent painted steel
- Window rear manual sliding with privacy glass
- Vermillion red paint

INTERIOR

- Air conditioning manual
- Air conditioning vents black w/chrome ring
- Audio - AM/FM stereo w/digital clock/single CD/MP3 player & 4 speakers, Auxiliary audio input jack
- Convenience - Auxiliary power point, Coat hooks, RH/LH color coordinated, Dash-top tray, Dome lamp w/dual map lights, RH/LH door activated & I/P switch operated w/delay, Grab handles, Roof ride handles - front passenger
- SYNC® Voice activated communication and entertainment system with 911 Assist® and vehicle health reports and compass
- Cruise control (steering wheel mounted)
- Door trim soft armrest/grab handle, upper and lower map pockets & reflector
- Floor covering black floor mat
- Headliner color coordinated molded cloth
- Hood release
- Horn dual electric
- Instrument panel color coordinated w/glove box, (4) air registers w/positive shutoff, power point, and (4) upfitter switches
- Multifunction switch message center w/ice blue lighting (three button message control on steering wheel)
- Mirror rearview 11.5" day/night
- Outside Temperature Display
- Power equipment driver window, door locks & windows w/backlit switches & accessory delay
- 1-Touch up and down driver/passenger window
- Scuff plates color coordinated
- Seat Cloth 40/20/40 split bench
- Steering wheel black urethane w/tilt
- Sun visors color coordinated vinyl, single driver w/covered mirror, single passenger w/covered mirror
- Windshield wipers interval control

SAFETY / SECURITY

- Air bag- Driver & passenger, Frontal and side air bag/curtain, passenger side air bag deactivation switch
- Belt-Minder®- chime& flashing warning light on I/P if belts not buckled
- Safety Belts color coordinated w/height adjustment (front outboard seating positions only)
- Remote keyless entry & perimeter anti-theft alarm
- SOS Post Crash Alert System
- SecuriLock Anti-Theft ignition
- MyKey

WEIGHT RATINGS

Front Gross Axle Weight Rating 7000

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Rear Gross Axle Weight Rating	12000
Gross Vehicle Weight Rating	16,500

ADDITIONAL OPTIONS

F1	Vermillion Red
3S	Steel Cloth 40/20/40
653A	Preferred equipment package
XLT	Trim Package
47L	Ambulance Prep Package
98R	Operator Commanded Regeneration (OCR)

One (1) 20-10-0099	FUEL TANK - FULL UPON FACTORY RELEASE	Y___N___
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The chassis fuel tank of the completed unit shall be full at time of release from the ambulance manufacturer's facility.

One (1) 20-10-0103	SUSPENSION - LIQUID SPRING	Y___N___
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A **CLASS®**, or Compressible Liquid Adaptive Suspension System, shall be provided and installed. Utilizing a strut, with a compressible fluid as the spring/damping medium, and its sophisticated on-board microprocessor, **CLASS®** adapts the entire vehicle's response to road variations and the driver. Unlike current steel and air sprung suspension systems, **CLASS®** can automatically and instantaneously change the spring stiffness and damping at each wheel over a very broad range with minimal power consumption while the vehicle is being driven and without driver intervention. The system shall include an automatic lowering feature, which is activated by opening the rear patient compartment doors. There shall be a switch near the rear doors which will defeat the lowering feature.

One (1) 20-10-0206	BATTERY - FOUR SYSTEM - F SERIES CHASSIS	Y___N___
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The vehicle shall have a 12 V four (4) battery system rated at 3000 cold cranking amps. Two batteries shall be securely installed in the Ford OEM locations, under the vehicle hood and two installed in a slide out tray in the battery compartment

One (1) 20-10-0603	ENGINE BLOCK HEATER - OEM PLUG	Y___N___
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An engine block heater shall be included in the chassis with the 125 VAC power cord, located under the hood.

One (1) 20-20-0124	FLOOR CONSOLE - ANGLED FRONT - REMOVABLE PLATES - ALUMINUM	Y___N___
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A center floor console manufactured out of aluminum and covered in a black onyx scratch resistant, multi-use polychromatic coating with a clear epoxy finish shall be installed in the cab. The console shall include a raised area to accommodate the Weldon Vista display on a hinged adjustable mount. The lower portion of the console shall consist of a flat area that shall contain the siren, two (2) drink holders, and then to the rear center a recessed storage area for maps and reports. The console face plates shall be removable for accessibility and serviceability.

One (1) SP-01-0030	CUSTOM CONSOLE	Y___N___
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Section A Top flat

A center floor console manufactured out of aluminum and covered in a black onyx scratch resistant, multi-use polychromatic coating with a clear epoxy finish shall be installed in the cab. The console shall include a raised area to accommodate the Weldon Vista display. This raised area has a flat surface and the Vista shall be mounted on the flat service off to the driver side.

Section B Angled center and Removable.

The center sections is a angled section and shall be removable, the siren is to be mounted to the right side of this section. The intercom shall be mounted to the left side of this section.

Section C Lower flat removable

The lower portion of the console shall consist of a flat area that shall contain the two (2) drink holders, they shall be mounted in the front part of this section.

Section D

At the rear of the console a recessed storage area for maps and reports this shall be a large pocket and have a removable divider in the center of it for a partition.

Accommodations for three (3) glove boxes shall be incorporated into the console design with a hinged Plexiglas cover.

The final console design shall be determined at the pre-construction conference.

The console face plates shall be removable for accessibility and serviceability.

A 110V outlet shall be mounted on the floor at rear of the console on the driver's side back floor area.

One (1) 20-20-0201	GRILLE GUARD -LIVERNE A Laverne Chrome plated grille guard mounted to front bumper to protect the grille and headlamp areas. There shall also be a wrap-around brush fender protectors. 2" Tubular includes (8) clamps for grille lights. #331120 Upright Package, #331123 Ring Assembly. Grill lights shall be mounted on the grill guard.	Y___N___
One (1) 20-20-0251	HEAT SHIELDS Protective heat shields shall be installed above the exhaust system as recommended by the chassis manufacturer.	Y___N___
One (1) 20-20-0302	LIGHTS FOG, BLUE OVAL One (1) pair of oval fog lights will be installed. The lights will be equipped with clear lens and blue bulbs. The lights will be activated via switching on the master control center, and only when the OEM headlights are dimmed.	Y___N___
One (1) 20-30-0202	MIRRORS, EXTERIOR OEM MANUAL TELESCOPING W/REMOTE & HEAT	Y___N___

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The chassis shall have OEM telescopic trailer tow mirrors with power adjustable flat heated glass and manual adjustable convex glass.

One (1)
20-30-0261 OEM AUTO-LOCK DISABLED (cab & module doors do not auto lock or unlock) Y__N__

One (1)
20-30-0403 TIRE PRESSURE - LED VALVE CAP MONITOR Y__N__

RealWheels LED valve cap tire pressure monitors shall be provided and installed.

This active monitoring system helps you maintain safe tire pressure by providing a quick, easy visual inspection of each tire, alerting of pressure variations with a bright red LED light.

One (1)
20-30-0806 RUNNING BOARDS - STAR PUNCHED DIAMOND PLATE Y__N__

Aluminum diamond plate running boards with a star punched non-skid surface shall be provided on the cab. The running boards shall be bright dip anodized after they are formed to retain finish and increase corrosion resistance.

One (1)
20-30-0901 10 STABILIZER BAR FRONT - ROADMASTER Y__N__

A ROADMASTER anti-sway bar system shall be installed on the front of the chassis to provide improved stability and cornering control.

One (1)
20-40-0206 WHEEL SIMULATORS, STAINLESS STEEL WITH VALVE STEM EXTENSIONS Y__N__

Stainless steel full wheel simulators shall be provided for the front and the outside rear wheels. Air Max valve extensions shall be provided to properly inflate the inner dual rear tires.

One (1)
30-06-0002 ELECTRICAL SYSTEM - WELDON V-MUX, MICRO PROCESSOR BASED Y__N__

A Weldon V-MUX 100% solid state microprocessor based multiplex system shall be installed to control the electrical functions. The system shall include load management, load shedding, power modulation, load sequencing capabilities and provide on-board diagnostics with real-time status reporting. The system shall consist of one (1) color control console (Vista) in the cab, one (1) color control console (Vista) in the patient compartment, four (4) control nodes (Hercules), and a cab warning display with video input and monitoring capabilities.

One (1)
30-06-0011 VISTA IV MCC - PUSH BUTTON and TOUCH SCREEN Y__N__

A Weldon V-MUX Vista IV interface module / display screen shall be provided and installed in the cab. The Vista module shall be operated through the use of push buttons and the touch screen.

One (1)
30-06-0016 VISTA IV ACP - PUSH BUTTON and TOUCH SCREEN Y__N__

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12/10/14

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A Weldon V-MUX Vista IV interface module / display screen shall be provided and installed in the patient compartment. The Vista module shall be operated through the use of push buttons and the touch screen.

One (1) 30-06-0026	WARNING DISPLAY - MULTIPLEX ELECTRICAL SYSTEM A digital warning display shall be integrated into the cab display console and programmed through the multiplex system to provide visual and audible indications for: Parking brake set condition Parking brake release condition Patient status alarm (four color with reset capability) Individual outside storage compartment "door open" warnings in vehicle outline form. Low voltage alarm Low oxygen pressure alarm	Y___N___
One (1) 30-06-0026	KENWOOD- AM/FM/CD/NAVIGATION The OEM AM/FM radio shall be replaced with a Kenwood DNX571HD AM/FM/CD/Navigation in dash radio.	Y___N___
One (1) 30-06-0050	DAYTIME RUNNING LAMPS - MULTIPLEX ELECTRICAL SYSTEM Headlights shall be activated at 30% intensity, for day time operation, when transmission is placed in drive, as a feature of the multiplex system. (if not standard on the chassis)	Y___N___
One (1) 30-06-0076	MASTER CONTROL CONSOLE (MCC) - MULTIPLEX ELECTRICAL SYSTEM A floor mounted Master Control Console (MCC) shall be located in the cab. The console shall house the siren and the color microprocessor display screen, which will control all the Emergency Warning functions as well as also being able to control the Patient Compartment lighting and module heat/ac functions.	Y___N___
One (1) 30-06-0101	ATTENDANT CONTROL PANEL (ACP) - MULTIPLEX ELECTRICAL The Attendant Control Panel (ACP) shall contain a color micro-processor screen, which will control all equipment installed in the patient compartment.	Y___N___
One (1) 30-06-0126	ELECTRICAL COMPARTMENT (PDQ) - MULTIPLEX ELECTRICAL SYSTEM The Power Distribution Quarters (PDQ) shall hold electrical components, (i.e. power distribution nodes, circuit breakers, etc). The electrical compartment shall be enclosed with a lockable, hinged door, located on the partition wall behind the attendant seat.	Y___N___
One (1) 30-06-0150	SPARE CIRCUIT - MULTIPLEX ELECTRICAL SYSTEM One (1) spare 15 amp circuit shall be provided.	Y___N___

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One (1) 30-06-0175	WIRING HARNESS CONNECTORS - MULTIPLEX ELECTRICAL SYSTEM All wiring harnesses shall be connected via quick connect circular plug connectors.	Y___N___
One (1) 30-06-0200	RADIO TIE-IN POINTS - MULTIPLEX ELECTRICAL SYSTEM Radio tie-in points shall be installed and labeled in the lower area of the electrical compartment. The radio tie-in points shall be comprised of insulated terminal stud blocks with one "battery hot" and one "ignition hot".	Y___N___
One (1) 30-06-0225	EMERGENCY MASTER SWITCH - MULTIPLEX ELECTRICAL SYSTEM A single emergency master switch shall be supplied for activating all the emergency warning lights and shall be provided on the master control console screen. The emergency master switch will activate the module power automatically. There shall also be an Emergency Master Menu button which shall allow access to individual warning light functions.	Y___N___
One (1) 30-06-0250	CONTROL PANEL SWITCHES - MULTIPLEX ELECTRICAL SYSTEM The switches on the master control console and attendant control panel screens shall have dimmable perimeter backlighting for easy identification.	Y___N___
One (1) 30-06-0275	MODULE POWER SWITCH - MULTIPLEX ELECTRICAL SYSTEM A module power switch for the electrical system shall be provided on both the master control console and the Attendant Control Panel screens.	Y___N___
One (1) 30-06-0285	MODULE DISCONNECT - MULTIPLEX ELECTRICAL SYSTEM An In-Power disconnect with a built-in adjustable timer shall be installed to keep the module power switch engaged for five minutes, after the ignition is switched to the "off" position. This disconnect can also be activated from the side and rear doorways to turn on the fluorescent check-out lights.	Y___N___
One (1) 30-06-0300	VOLTMETER - MULTIPLEX ELECTRICAL SYSTEM One (1) digital voltmeter shall be provided on the master control console screen.	Y___N___
One (1) 30-06-0325	FLASHER - MULTIPLEX ELECTRICAL SYSTEM The flasher shall be provided within and programmed by the multiplex electrical system.	Y___N___
One (1) 30-06-0350	FLASHING HEADLIGHTS - MULTIPLEX ELECTRICAL SYSTEM The headlights (high beams) shall be programmed through the multiplex system to alternate flash (wig-wag), activated by a switch on the master control console screen labeled "Flashing Headlights", with the ignition on and module power and emergency master switches enabled. The flashing headlights are to be disabled when the low or high beams are activated. They are also disabled when the transmission is placed in the	Y___N___

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neutral/park position. The flashing headlights shall have the capability to be reactivated with the "park override" switch in the "on" position if the low and high beams are off.

One (1) 30-06-0375	PARK OVERRIDE - MULTIPLEX ELECTRICAL SYSTEM	Y___N___
	A park override switch, located on the master control console screen, shall reactivate all lights disabled when the transmission is placed in the neutral/park position.	
One (1) 30-06-0400	LOAD MANAGER-SEQUENTIAL SWITCHING SYSTEM - MULTIPLEX ELECTRIC	Y___N___
	The load manager-sequential switching system shall be controlled by the microprocessor based electrical system. The emergency master switch shall control the sequential switching of the emergency lights and/or other warning devices. The load manager shall automatically shed not-critical electrical loads during low voltage conditions to help prevent electrical system overload when the vehicle is stationary and the transmission is in the park position.	
One (1) 30-06-0425	WARNING LIGHTS SWITCH - MULTIPLEX ELECTRICAL SYSTEM	Y___N___
	All flashing module warning lights shall be operated from a single switch on the master control console screen, labeled "flashers".	
One (1) 30-06-0450	FRONT CLEAR DISABLE SWITCH - MULTIPLEX ELECTRICAL SYSTEM	Y___N___
	Activation of the switch on the master control console screen shall disable all forward facing clear warning lights.	
One (1) 30-06-0475	CURBSIDE SCENE LIGHTS "ON" WITH CURBSIDE DOOR - MULTIPLEX EL	Y___N___
	The curbside scene lights shall be programmed to activate when the curbside door is in the open position.	
One (1) 30-06-0500	REAR SCENE LIGHTS "ON" WITH REAR DOORS OPEN - MULTIPLEX ELEC	Y___N___
	The rear scene lights shall be programmed to activate when the rear doors are in the open position.	
One (1) 30-06-0525	DISABLE SWITCH FOR REAR SCENE LIGHTS - MULTIPLEX ELECTRICAL	Y___N___
	A disable switch shall be installed at the rear door area to disable the rear scene lights.	
One (1) 30-06-0550	DISABLE SWITCH FOR SIDE SCENE LIGHTS - MULTIPLEX ELECTRICAL	Y___N___
	A disable switch shall be installed at the curbside door area to disable the curbside scene lights.	
One (1) 30-06-0575	REVERSE (TRANSMISSION) FUNCTIONS - MULTIPLEX ELECTRICAL	Y___N___
	The system shall be programmed to provide activation for the rear outboard warning lights, the rear side warning lights, the rear scene lights, and the rear side scene lights, when the transmission selector lever is placed into "reverse" position.	

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One (1) 30-10-0012	AIR HORNS - BUELL DUAL TRUMPETS 10" & 12", UNDR BMPR W/SW A Buell air horn system with dual trumpets, one (1) 10" and one (1) 12", shall be mounted under the front bumper, one (1) each side. The compressor shall be installed in OSS #2. The air horns shall be activated by a push button switch located on the MCC (master control console).	Y__N__
One (1) 30-10-0030	BACKUP ALARM An (OSHA approved) back up alarm shall be installed with disable switch for silent backing. The disable switch shall be located on the MCC (master control console). The back up alarm system shall automatically reset to the "on" mode when the transmission is taken out of reverse.	Y__N__
One (1) 30-10-0069	PROGRAMMING Side scene lights shall be activated when compartment doors are opened and night connected to the park lights when activated	Y__N__
One (1) 30-10-0071	CAMERA REAR VIEW - SINGLE SYSTEM - VISTA SCREEN A color camera system connected to the cab Vista display screen shall be installed, providing rear view monitoring to the rear exterior of the module. The camera shall be connected to the video input provided in the cab's Vista screen. This camera image shall automatically be displayed on the MCC Vista when the vehicle is placed in reverse. The Vista shall resume normal operation when the vehicle is taken out of reverse.	Y__N__
One (1) SP-01-0038	MOBILE HOTSPOT WIFI A Verizon Jet Pack MiFi 5510L 4GLTE mobile hotspot shall be included with the vehicle.	Y__N__
One (1) 30-10-0090	BATTERY VOLTAGE INDICATOR LIGHT- KUSSMAUL-LED BAR GRAPH A Kussmaul battery voltage indicator light will be installed on the module and located near the shoreline inlet. The indicator shall give a lighted LED bar graph type indication of the amount of voltage contained in the 12 volt battery system. (Accurate battery Voltage read out is obtained when the vehicle is not started and shoreline is disconnected)	Y__N__
One (1) 30-10-0093	SHORELINE INDICATOR LIGHT- Allied Red MINI LED - EXTERIOR MOUNTED An Allied red Mini LED indicator light will be installed on the module and located near the shoreline inlet. The indicator shall illuminate when shoreline power is present at the outlet.	Y__N__
One (1) 30-10-0110	ELECTRICAL CIRCUITS All electrical circuits shall have wiring and circuit protection suitable to the demand and must meet the national electric code (NEC) wiring requirements.	Y__N__

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All added on wiring (18 GA through 10 GA) shall be color coded and stamped with code numbers and functions every 4" for easy identification (all other wiring shall be color coded). SLX high temperature thermoplastic cross link wire shall be used.

SGX insulated cable shall be used for all under hood / underbody battery and charging system cable. High temperature (375° f) thermoplastic loom shall be used on all harnesses.

One (1)
30-10-0190 GROUND FAULT CIRCUIT INTERRUPTER (GFCI) Y__N__

A 125 VAC, 20 AMP circuit breaker with ground fault circuit interrupter (GFCI) electronic ground leakage detection shall be installed in the load center for the shoreline circuit.

One (1)
30-10-0230 INTERCOM SYSTEM - FIRE RESEARCH (ICA 100) Y__N__

A Fire Research intercom system (ICA100) shall be provided above the CPR seat in the angled section between the LED lights. The intercom shall provide hands free operation in the patient compartment, this station is always in transmit mode unless interrupted by a transmission from the master station. The master intercom unit shall be mounted in the cab. The cab shall be able to constantly monitor the patient compartment. The cab monitor shall have volume control knob and a "push to talk" button, enabling communication back to the patient compartment.

One (1)
30-10-0262 10 INVERTER, VANNER - 1050 WATT, #20-1050CUL-DC CHARGER Y__N__

A Vanner 20-1050CUL-DC, 1050 watt inverter with battery conditioner/charger, with remote switch, shall be provided and installed.

One (1)
30-10-0292 LIGHT, ATTENDANT CONTROL PANEL AREA - LED - WARM WHITE/RED COMBO Y__N__

A Tecniq Silho-X 2.75" round warm white/red comb LED light with SS trim ring, shall be mounted above the left wall forward action area counter. The light shall be operated through the a button on the ACP Vista screen labeled "Attendant Light"

One (1)
SP-01-0004 MINI LED CABINET LIGHTS Y__N__

A 12 VDC light shall be located in the electrical compartment. The light shall be wired "battery-hot" to activate when the power distribution quarter's door is in the open position. The light shall be off when the door is in the closed position. Flexible cut to length LED lighting strips shall be installed on the upper outer length of each interior cabinet including the ALS cabinet. These lights shall illuminate automatically when the dome lights come on. A separate switch shall be located in the VISTA IV screen to control these lights independent of the dome lights.

One (1)
30-10-0392 LIGHT, MAP LIGHT LED 18" WITH FLEXIBLE NECK & RED/WHITE LED Y__N__

A Littlite® (LF18TSB-LED) LED high intensity map light shall be installed on the console located in the chassis cab.

Littlite® is a sleek, low profile gooseneck lamp that efficiently produces light in a concentrated area and can easily be aimed exactly where you need it. Made of sturdy

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metal and finished in durable black, baked enamel. The stylish, finned hood dissipates heat and extends surface life. The units are equipped with a permanently attached gooseneck that extends from either the end or top of the chassis and are controlled by an on/off switch.

LED Littlite lamps for console lighting are composed of red and white LEDs, which eliminate the need for a red filter. LED units offer choice of Red or White light from toggle switch selector

One (1) 30-10-0412	LIGHT OSS COMPARTMENT - LED ROPE Each outside storage compartment shall be equipped with LED rope lighting which shall be located across the top and down both sides of the door opening, activated by a magnetic switch.	Y___N___
One (1) 30-10-0427 20	LIGHT INTERIOR OF REAR FACING EXTERIOR DOORS, - two (2) RED 500 LED PER DOOR Two (2) Whelen 500 Series red (5mm) LED light with chrome flange shall be installed on the interior of all rear facing exterior compartment and patient entry doors. One light shall be located in lower outer corner while the other is in the upper outer corner. The lights shall random flash upon door opening and not be blocked by any mounts or brackets installed.	Y___N___
One (1) 30-10-0431	LIGHT, STEPWELL - CURBSIDE DOORWAY - 2" LED SURFACE MNT A Whelen 2" round LED light shall be installed to illuminate the step well at the curbside doorway.	Y___N___
One (1) 30-10-0436	LIGHT INTERIOR OF REAR FACING PASSAGE DOORS, - WHELEN TIR3 RED LED (4) (HORIZ) Four (4) Whelen TIR3 (horizontal mount) Red LED lights shall be installed, two (2) each on the rear passage door interior panels. The lights will be located in the lower-outer corners, and upper outer corners, with doors in the opened position. The lights shall flash with the rear passage doors open.	Y___N___
Two (2) 30-10-0450	LIGHT, STREAMLIGHT LITEBOX 45107 AND 12V CHARGER BASE A stream light #45107 orange LiteBox rechargeable flashlight and 12 VDC charger base shall be installed in OSS #2. Match the exact location of the current Seward Fire and Rescue existing vehicle.	Y___N___
One (1) 30-10-0461	LIGHT, SPOTLIGHT - HAND-HELD - OPTRONICS - BLUE EYE One (1) 12 VDC #KB-4003 hand-held spotlight with a 400,000 candle power "blue eye" bulb, 10 foot coil cord, and momentary switch shall be provided. The spotlight shall be hard wired to the cab master control console. A black ABS vacuum-formed spotlight holder shall be shipped loose with the completed ambulance.	Y___N___
One (1) 30-10-0477	LIGHTS, DOME LED (10) Whelen	Y___N___

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Ten (10) Super LED dome lights, Whelen #80C0EHCR, shall be provided in the patient compartment. The dome lights shall be controlled by separate switches for the left bank and right bank of lights. The dome lights shall be activated by switches on both the attendant control panel and the master control console. The dome lights shall be illuminated at 50% power whenever the patient compartment side or rear doors are opened.

One (1)
30-10-0490 LIGHTS, RECESSED GROTE LED PANEL (2) CURBSIDE - ANGLED Y__N__

Two (2) 12 VDC powered Grote 10 diode LED WhiteLight™ recessed lights shall be mounted on the curbside. These lights shall be three way switched from the attendant control panel and the master control console.

One (1)
30-10-0491 LIGHTS, RECESSED GROTE LED PANEL (5) STREETSIDE - ANGLED Y__N__

Five (5) 12 VDC powered Grote 10 diode LED WhiteLight™ recessed lights shall be mounted on the streetside. These lights shall be three way switched from the attendant control panel and the master control console.

One (1)
30-10-0492 LIGHTS, LED FLEXIBLE TAPE LIGHTING - AISLE Y__N__

Two (2) 12 VDC powered Vista Flexi-Tape LED lighting strips shall be installed in Vista Ultra Channel 4" off the floor on the streetside and curbside of the patient compartment aisle. These lights shall be illuminated with the dome lights and have separate switching in the ACP Vista.

One (1)
30-10-0502 LIGHTS, INTERIOR - WHELEN MINI LED BRAKE/TURN REAR HEADPAD Y__N__

Brake and Turn signal indicator lights shall be installed on the interior rear headpad of the vehicle and wired to the applicable flasher on the vehicle.

One (1)
30-10-0536 OUTLETS, 125VAC - SEVEN (7) INTERIOR DUPLEX Y__N__

Seven (7) 2-wire +plus ground 125 VAC hospital-grade duplex outlets shall be installed in the patient compartment with wiring connected to the shoreline. Three (3) outlets shall be installed in the street side cabinet action area, two (2) forward (match existing locations) and one (1) rearward, to supply 125 VAC to the monitoring equipment. One (1) outlet shall be installed in the lower front wall cabinet, one (1) shall be installed on the curbside wall near the foot of the squad bench, one (1) in the cab at the rear of the console, and one (1) in the recessed area for the Stryker battery charger. An indicator lamp shall be located within each 125 VAC outlet as a line monitor to indicate a live circuit. The outlets shall be labeled, "125 VAC".

One (1)
30-10-0560 OUTLETS, 12VDC - THREE (3) INTERIOR POWERPOINT Y__N__

Three (3) 12 VDC power point outlets shall be installed in the patient compartment, one (1) in the front wall equipment area, and one (1) in the attendant control panel area in the street side cabinet and one (1) outlet shall be installed in streetside cabinet #10. The outlets shall be labeled, "12 VDC". A Schottky diode medical isolator shall be provided to protect the 12 VDC outlets.

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One (1) 30-10-0662	RADIO ANTENNA BASES - THREE (3) Three (3) antenna bases with attached coax cables shall be installed on the module roof. Two (2) of the coax cables shall terminate in the PDQ, one (1) of the coax terminations to be terminated in the MCC. Access to the antenna bases shall be through adjacent module interior dome lights.	Y___N___
One (1) 30-10-0670	RADIO TIE-IN POINT - (1) 12V/25 AMP - CAB CONSOLE AREA One (1) set of 12 volt /25 amp radio tie-in points shall be installed in the cab console area of the unit. The set shall include one (1) "Battery Hot", one (1) "Ignition Hot", and one (1) "Grounded" junction stud.	Y___N___
One (1) 30-10-0723	RECEPTACLE SHORELINE INLET-SUPER 20 AMP, AUTO EJECT A Kussmaul super auto eject shoreline inlet receptacle with red cover shall be installed on the module exterior (forward street side) near the driver's door. The receptacle shall be equipped with an integral dynamic disconnect. The 125 VAC, heavy duty 20-amp circuit breaker shall have GFCI protection and shall be connected to the lighted 125 VAC patient compartment outlet(s). A mating connector shall be shipped loose with the completed ambulance.	Y___N___
One (1) 30-10-0741	HOWLER - SIREN & SPEAKER SYSTEM The Whelen Howler siren and speaker system shall be provided and installed. The Howler works with the siren amplifier to provide deep, low frequency tones, which are able to penetrate other vehicles, alerting drivers and pedestrians of your approach	Y___N___
One (1) 30-10-0753	SIREN, WHELEN 295-HFSA7-REMOTE WITH MICROPHONE A Whelen 295-HFSA7 remote dual siren amplifier shall be flush-mounted in the master control console located in the cab. The siren shall be capable of hands-free operation and shall be equipped with a noise canceling microphone. Some features of this siren include: DUAL 200 WATT, FLUSH MOUNT SIREN with REMOTE SIREN AMPLIFIER <ul style="list-style-type: none">• Six function siren plus radio repeat and public address.• Operates two 100-watt speakers.• Operates in dual (outputs 2 independent siren tones creating rich harmonic dual tone sound) or mono sound modes.<ul style="list-style-type: none">• External dip switch programmable siren tones.• PTT (push to talk) switch on microphone overrides all siren functions.• Removable unidirectional microphone with adjustable microphone volume & adjustable preset radio repeat volume.<ul style="list-style-type: none">• SI TEST®, silent diagnostic test.• Quick disconnect plug for ease of service or replacement. 12 Siren Tones <ul style="list-style-type: none">• Airhorn • Wail • Yelp • Piercer • Manual Coast to Stop• Manual • Mechanical Coast to Stop • Hi/Low • Yelp 249	Y___N___

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• Warble • Whoop • Mechanical Tone

One (1) 30-10-0803	SIREN SPEAKERS, CAST PRODUCTS - IN FRONT BUMPER Two (2) Cast Products - 100-watt siren speakers, shall be installed in the front bumper.	Y___N___
One (1) 30-10-0901	SYSTEM ACTIVE AND CHECK OUT LIGHTS - 5 MINUTES A switch shall be located at the curb and rear entry doors that will allow activation of the V-MUX electrical system. There shall also be a check out light switch located at the curb and rear doors that will allow activation of the left fluorescent lights prior to entering the module. The system shall be programmed to shut down automatically after 5 minutes unless the ignition is on. This shutdown delay shall be user adjustable.	Y___N___
One (1) 30-10-0908	TEMPERATURE SENSOR - EXTERIOR - V-MUX An exterior temperature sensor shall be provided and installed in the grille area of the chassis. The Master Tech shall be programmed to display the outside temperature reading on the Vista display screens located in both the cab and the patient compartment.	Y___N___
One (1) 30-10-0921	MOTION SENSOR FOR INTERIOR SYSTEMS A motion sensor shall be installed to activate the electrical system and turn on the checkout lighting upon entering the module of the vehicle.	Y___N___
One (1) 30-25-0102	LIGHTS, ICC / LED CLEARANCE - WITH CHROME BEZELS ON MODULE SIDE The vehicle shall have surface mounted Peterson MFG LED clearance / ICC lights with chrome bezels: one (1) red on each side at the rear of the vehicle which will also function with the turn signals.	Y___N___
One (1) 30-25-0103	LIGHTS, ICC / LED CLEARANCE - WITH CHROME BEZELS ON MODULE FRONT The vehicle shall have five (5) amber surface mounted Peterson MFG LED clearance / ICC lights with chrome bezels on the front of the module near the roof line.	Y___N___
One (1) 30-25-0104 10	LIGHTS, ICC / LED CLEARANCE - WITH CHROME BEZELS ON MODULE REAR The vehicle shall have five (5) red surface mounted Peterson MFG LED clearance / ICC lights with chrome bezels on the rear of the module near the roof line.	Y___N___
One (1) 30-25-0204	LIGHTS, RUNNING BOARD - WHELEN- (2 inch round) T0CACCCR - LED One (1) pair of Whelen white T0CACCCR LED lights with black grommets shall be installed one (1) each side, low on the module front, as running board lights. The lights shall activate with the cab door switches.	Y___N___
One (1) 30-25-3112	LIGHTS, FRONT GRILLE - (4) WHELEN 500 SUPER LED – RED AND BLUE W/CLR LENS	Y___N___

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Four (4) Whelen 500 series super LED warning lights, with clear lenses and waterproof connectors shall be installed in the grille area of the chassis. The lights shall operate from a switch on the master control console labeled "Flashers". These light will flash in an "X" pattern. Light pattern is to be:
Passenger side is Blue over Red and Driver side Red over Blue.

One (1) 30-25-4108 30	LIGHTS, FRONT MODULE WARNING - WHELEN (7) 900 LED W/ CLR LENS Seven (7) Whelen 900 series super LED warning lights with chrome bezels shall be installed on the module front. There shall be six (6) red / Blue with Clear lens and one (1) center clear light. The lights shall operate from a switch on the master control console, labeled "Flashers". programmed to have all blues together, then all red together.	Y___N___
One (1) 30-25-4502	LIGHTS, FRONT MODULE TURN SIG - WHELEN 600 LED ARROWS AMBER One (1) pair of Whelen 600 LED amber turn arrows in chrome bezels shall be mounted on the front of the module under the warning lights.	Y___N___
One (1) 30-26-2002	LIGHTBAR, REAR MODULE - WHELEN #TAL-85 LED ARROW DIRECT A Whelen # TAL-85 LED directional arrow light bar shall be installed on the rear of the module. The directional arrow light bar shall have a multi-function controller mounted in the OEM chassis cab. The directional arrow light bar shall be configured with turn arrow filters on each end of the bar.	Y___N___
One (1) 30-26-3008	LIGHTS, REAR TAIL - WHELEN 600 LED STOP, TURN, & MINIMUM INTENSITY BACK-UP One (1) pair each of Whelen 600 series LED stop/tail lights, turn lights, and MINIMUM intensity LED back-up lights with chrome bezels shall be installed on the rear of the module.	Y___N___
One (1) 30-26-5004 10	LIGHTS, REAR WINDOW-LEVEL - WHELEN (2)900 SUPER LED -BLUE/RED Two (2) Whelen 900 series red/blue super LED warning lights with Clear lenses and chrome bezels shall be installed on the rear of the module at window level, one (1) on each side. Brakes shall override the red with Red at Bottom These lights shall operate from a switch on the master control console, labeled "Flashers".	Y___N___
One (1) 30-26-6010 30	LIGHTS, REAR MODULE WARNING-WHELEN (5) 900/700 LED Two (2) Whelen 900 series red / Blue super LED warning lights with clear lens, two (2) Whelen 700 series LED scene/load lights, and one (1) Whelen 700 series amber super LED warning light with clear lens shall be installed on the rear of the module. The lights shall be installed with chrome bezels and shall be operated from switches on the master control console labeled "Flashers" and "Rear Scene Lights".	Y___N___
One (1) 30-26-7002	LIGHT, LICENSE PLATE LED	Y___N___

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One (1) Whelen OACOEDCR LED license plate light with 45 deg angled chrome-plated bezel shall be installed on the rear of the module, lower left side.

One (1)
30-27-1113 LIGHTS, INTERSECTION FRONT - WHELEN 700 SUPER LED -SPLIT RED/CLEAR Y__N__

Two (2) Whelen 700 series super LED split red / clear warning lights, with clear lens and water-proof connectors, shall be mounted, in 15 degree tilt housings on the front chassis fenders, one (1) on each side. The lights shall operate from a switch on the master control console labeled "Flashers".

One (1)
30-27-2008 10 LIGHTS, SIDE MODULE SCENE - WHELEN 900 24 DIODE LED - CLEAR Y__N__

Four (4) Whelen 900 series (clear 2-40° light spread) 24 Diode LED scene lights with chrome flanges shall be installed, two (2) each module side, inboard of the warning lights. These lights shall operate from switches on the master control console labeled "Left Scene Light" and "Right Scene Light".

One (1)
30-27-2012 LIGHTS, SIDE MODULE FLOOD (2) - WHELEN PIONEER LED DUAL Y__N__

Two (2) Whelen Pioneer Super LED (PCP-2) dual lamp floodlight and spotlight with (PBA203) chrome trim ring shall be installed, one (1) each module side in the center position. These lights shall operate from switches on the master control console labeled "Left Flood" "Left Spot" and "Right Flood" Right Spot".

One (1)
30-27-3006 LIGHTS, SIDE MODULE WARNING - WHELEN 900 LED-RED/BLUE W/CLR LENS Y__N__

Four (4) Whelen 900 series red/blue super LED warning lights with clear lenses and chrome bezels shall be installed, two (2) each module side, outboard of the side module scene lights. These lights shall operate from a switch on the master control console labeled "Flashers".

One (1)
30-27-4118 LIGHTS, INTERSECTION REAR - WHELEN 700 SUPER LED -SPLIT RED/CLEAR Y__N__

Two (2) Whelen 700 series super LED split red / clear warning lights with clear lenses, chrome bezels and water-proof connectors, shall be installed above the rear wheel wells, one (1) on each side. These lights shall operate from a switch on the master control console screen labeled "Flashers".

One (1)
30-27-4151 LIGHTS, ABOVE RUB RAIL - TECNIQ LED - 4 EACH SIDE Y__N__

TecNiq LED lights shall be installed above the rub rail. Four (4) LED's each side, two (2) white LED's and two (2) red LED's equally spaced and alternating in color (red-white-red-white) along the module side, for a total of eight (8) lights. The LED mini clusters shall alternate flash with box warning lights.

One (1)
SP-CS-0001 MINI LED LIGHTS-REAR KICK PLATE Y__N__

Install (2) rear mini LED lights on exterior rear threshold under rear doors to come on with opening of rear doors reference drawing #2

One (1)
39-00-0001 MODULE BODY CONSTRUCTION - SEAMLESS Y__N__

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The module shall be fabricated entirely of parts cut and formed from .125" (minimum) thickness 5052-H32 flat aluminum sheet stock, using CNC machines capable of .0004" repeatability. This is the only alloy that may be used for body parts that are welded together.

The roll-cage type interior super-structure, aluminum partition and module shall all be welded together into a single unit to give optimum strength for patient and attendant protection. The module roof shall be designed with a minimum 1.5" crown to facilitate water run off.

The floor, roof, sides, and all exterior doors shall be fabricated from .125" (minimum) thick flat aluminum sheet stock. The exterior joints between the roof and side components shall be continuous full seam welded the entire length of the module. All exterior body panel joints shall be continuous full seam welded.

No VHB bonding tape or other adhesives shall be used in the construction of the ambulance module.

One (1) 39-00-0005	AWS ALUMINUM CERTIFIED WELDERS	Y___N___
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AWS Aluminum Certified Welders shall construct the module.

AWS certificates shall be required to be part of the completed bid packet. Bids without AWS certificates shall be considered non-compliant (no Exception).

One (1) 39-10-0003	CONNECTIONS, MODULE	Y___N___
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The module shall be bolted to the chassis frame rail with (12) 5/8" -11 grade 8 bolts through OEM rubber insulating spacers installed on outriggers at twelve (12) separate locations (six each frame rail), providing noise insulation and easy removal for chassis replacement. The frame mounting bolts shall be properly torqued and secured with locktite. The system used for fastening the module to the frame shall be that approved by the chassis manufacturer.

One (1) 40-00-0009	ALUMINUM PARTS - MODULE EXTERIOR	Y___N___
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All unpainted exterior aluminum parts shall be bright dip anodized after fabrication to retain the finish and increase corrosion resistance.

One (1) 40-00-0010	CORROSION MINIMIZATION - MODULE	Y___N___
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All module contact with dissimilar metals shall be minimized with the use of nylon screw-hole inserts to prevent fastener contact with the module body, nylon hinge strips, ceramic coated stainless steel hinge bolts, and ECK brand corrosion inhibitor spray.

One (1) 40-00-0019	DOOR SKINS, OUTSIDE STORAGE COMPARTMENTS - DIAMOND PLATE INTERIOR SKINS	Y___N___
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The interior door skins for all outside storage compartments shall be constructed of .063" thick aluminum diamond plate.

One (1)	DOOR CONSTRUCTION - GASKET PLACEMENT	Y___N___
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40-00-0020

All exterior hinged module doors shall be constructed in an inverted pan-formed design. The pan shall be constructed from .125" thick 5052-H32 flat sheet aluminum. The exterior door skin shall be constructed of .190" thick aluminum and welded to the pan.

Door gaskets shall be attached to the interior side of the door skin. Gaskets attached to interior door frames are not satisfactory and shall not be accepted.

One (1)
40-00-0030

EXTERIOR COMPARTMENTS DESIGN

Y___N___

All exterior compartments shall include these features:

- Sound absorbing slip resistant polyurethane material shall be sprayed on the inside of all compartments and compartment shelving, slide out trays and closeouts.
- Baffled seep holes shall be provided to prevent water from splashing or seeping into the exterior compartments.
- Full-length, two-way adjustable, stainless steel hinges on all exterior compartment doors with 3/16" stainless steel hinge pins.
- Compartment doors shall be installed, flush with the module body.
- When double doors are provided, each door shall have an exterior handle, but only the forward door shall be lockable. (rearward door is secured when forward door is locked). All exterior compartments and passage doors shall be keyed alike.
- Lockable, Eberhard "free-floating" type chrome plated handles with rotary locks. A gasket shall be installed under each handle to protect the paint.
- Drip rails shall be installed above all exterior compartment doors.

One (1)
40-00-0050

EXTERIOR COMPARTMENTS, VENTING

Y___N___

A minimum of nine (9) square inches of venting shall be provided inside the #1, #2, #3, & #4 exterior storage compartments to provide for easier closure of the compartment doors.

One (1)
40-00-0055

EXTERIOR COMPARTMENTS, VENTING - OXYGEN STORAGE

Y___N___

A minimum of nine (9) square inches of venting shall be provided in the exterior oxygen storage compartment, to dissipate any leaking oxygen gas.

One (1)
40-00-0060

EXTERIOR COMPARTMENTS - SWEEP-OUT

Y___N___

Exterior module compartments shall be of a sweep-out design to aid in facilitation of the purchaser's routine care and cleaning of the vehicle.

All exterior compartment floors, with the exception of the front ALS compartment shall be constructed to be flush with the bottom door frame.

One (1)

HANDLES, EBERHARD - CHROME FREE FLOATING TYPE

Y___N___

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40-00-0070

Eberhard #EMC-1-2110 chrome "free-floating" handles shall be installed on each exterior module door. The handles shall be large enough to accommodate a gloved hand.

One (1)
40-00-0080

INSULATION - POLYURETHANE SPRAY FOAM

Y__N__

The walls, ceiling, passage doors, outside storage doors, the entire underside of the module floor (except for mounting pads), the underside of the outside storage compartments, the wheel wells, and the underside of the curbside step area shall be completely foam - in - place insulated with nominal 3/4" thick sprayed on class I, urethane foam for thermal and acoustical insulation. The insulation shall comply with FMVSS #302 flame spread requirements. The underside of the body shall be properly prepared to ensure adhesion before the spray insulation is applied.

One (1)
40-00-0082

SOUND DEADENING PACKAGE

Y__N__

Audioguard acoustic coating shall be applied to help reduce structure-born vibrations and associated sound transmission. The entire floor, the left wall, the ceiling, and the left and right panels forward of the partition shall be covered at the manufacturers recommended thickness.

One (1)
40-00-0084

ZTECH UNDERCOATING

Y__N__

The entire underbody (excluding drive shaft, wheels, fuel tank, and 12" either side of exhaust system) shall be sprayed with ZTECH under seal for reduced corrosion.

One (1)
40-00-0085

COATING, CERAMIC THERMAL

Y__N__

Temp-Coat ceramic thermal barrier coating shall be applied to the interior of the module roof after the spray foam application. Material shall be applied to meet or exceed the manufacturers recommended thickness.

One (1)
40-00-0091

THRESHOLD, STAINLESS STEEL - EXTERIOR STORAGE COMPARTMENT

Y__N__

Each exterior storage compartment with a hinged door shall have a stainless steel lower threshold at the door opening to protect the paint as equipment is installed and removed from the compartment.

One (1)
40-10-0030

DOCK BUMPERS, REAR

Y__N__

Formed hard rubber dock bumpers shall be attached to the rear bumper.

One (1)
40-10-0066

DOOR SLIDING - MODULE CURBSIDE PASSAGE

Y__N__

The module body shall include a sliding side entry door to access the curbside of the patient compartment. The door shall slide out and towards the rear of the module body. The door design must meet FMVSS 206 for sliding doors and shall have been cycle tested in excess of 100,000 cycles. The door shall not extend out more than 5 1/4" from the module when in the open position and shall be flush in the closed position. The door shall operate on a total of nine (9) casters and three (3) tracks for ease of operation. The door shall be held closed with two (2) rotary latches and two (2) locking tabs. The door must have a system to prevent the door from self-closing, when unit is parked on an

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incline. A measured force of ten (10) pounds maximum shall be required to release the door from the open to closed position. A chrome locking handle shall be installed on the exterior of the door. The door shall be lockable from the inside and outside and shall shut on molded air-core, automotive type door seals to prevent any water from leaking into the vehicle interior. A drip rail shall be installed above the door.

Three (3) TecNiq mini-LED lights shall be installed on the rear edge of the door to flash when the door is open.

One (1)
40-10-0088

DOORS - REAR PASSAGE

Y___N___

There shall be a 47.50" wide x 59" high rear door opening in the patient compartment. The doors shall be flush without a protruding flange or lip. The right rear passage door shall have a lockable, chrome exterior handle. The left rear door shall have a non-locking, chrome exterior handle. All handles shall be installed with a gasket to protect the paint. The hinge shall be full length stainless steel with a 3/16" stainless steel hinge pin and shall be two-way adjustable. Each rear door shall have a two point slam action automotive type rotary latching system to the body.

The right rear door shall lock to the body at the top and bottom, not to the left rear door. The doors shall have .213" steel door latch activator rods with turn buckle adjusters. The doors shall be lockable from the inside and outside.

All doors shall shut on molded, air-core, automotive type door seals to prevent any water from leaking into the vehicle interior. Each door shall have an access port adjacent to the rotary locks.

The interior door panels of the three patient entry doors shall be constructed of a brushed stainless steel in three (3) piece design.

One (1)
40-10-0103

FENDERETTES - POLISHED ALUMINUM

Y___N___

Polished aluminum fenderettes shall be installed around the rear wheel well openings.

One (1)
40-10-0112

FUEL FILL PROTECTOR - STAINLESS STEEL

Y___N___

A stainless steel fuel fill protector shall be provided and installed.

One (1)
40-10-0117

DEF TANK FILL PROTECTOR - STAINLESS STEEL

Y___N___

A stainless steel DEF tank fill protector shall be provided and installed.

One (1)
40-10-0120 10

HOLD-OPEN - REAR DOORS - GRABBERS

Y___N___

Door grabbers (1 pair) with hard rubber inserts shall be installed on the rear doors, permitting a door hold open position of 180 degrees.

One (1)
40-10-0151

SWITCH DOOR UNLOCK - HIDDEN IN FRONT GRILLE AREA

Y___N___

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An exterior hidden door unlock switch shall also be included and located in the front grille area.

One (1) 40-10-0189 20	LOCKS POWER - PASSAGE, COMPARTMENTS, KEY FOBs Power door locks shall be included on module passage doors and five (5) outside storage compartments. The locks shall be activated from the interior of the rear door and the curbside doorway, as well as the OEM chassis cab door switches. A keyless entry system shall be installed. The system shall operate with the OEM key fobs to lock/unlock all chassis and module doors.	Y___N___
One (1) 40-10-0200	MUD FLAPS, REAR - BLACK RUBBER Black rubber mud flaps with a minimum 1/4" thickness shall be bolted to the underside of the module behind the rear wheels. The width and length of the flaps shall provide adequate coverage of the rear dual wheels of the chassis.	Y___N___
One (1) 40-10-0266	REAR STEP/BUMPER -FLIP-UP CENTER SECTION - STAR PUNCHED AND ANODIZED The rear bumper shall be affixed to the chassis frame. The bumper shall be constructed with a hinged center section approximately 40" wide with a 4" fixed step open grate section on each side of the flip-up section. Two (2) steel braces shall secure the step to the chassis frame. The outer 17" on each end of the bumper shall be constructed from heavy gauge stamped polished stainless steel bumper parts and shall provide smooth rounded corners. The step shall be constructed of star punched .125" thick aluminum diamond plate. Two (2) rear LED step illumination lights shall be provided. All diamond plate surfaces shall be bright dip anodized. Rear step installation shall comply with AMD standard 018. A strip of black PVC shall be installed on the face of the step to protect the patient cots during loading.	Y___N___
One (1) 40-10-0280	RUB RAILS, ANODIZED ALUMINUM Bright dip anodized polished aluminum rub rails shall be installed on the lower sides of the body below the outside compartment sill areas. The rub rails shall be offset 3/16" from the body to facilitate wash down of road debris.	Y___N___
One (1) 40-10-0301 10	STEP ELECTRIC, AUTOMATIC - ZICO HD TYPE AT THE CURBSIDE DOOR A Zico heavy duty electric step shall be provided at the module curbside passage door. The step shall activate automatically into the open and stored position when the curbside door is open and closed. The step shall have mud flaps to the front and rear of the step to help reduce corrosion possibilities.	Y___N___
One (1) 40-10-0321	STEPWELL, CURBSIDE DOORWAY - MID STEP AREA An aluminum diamond plate step well and mid-level step shall be installed in the curbside doorway threshold area.	Y___N___
One (1) 40-10-0340	STONE GUARDS, MODULE FRONT - ANODIZED DIAMOND PLATE (24" H)	Y___N___

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Bright dip anodized aluminum diamond plate stone guards shall be installed on the lower 24" of the module front, one (1) each side. These stone guards shall be 14" wide.

One (1) 40-10-0360	KICKPLATE/THRESHOLD, REAR DOORWAY - ANODIZED DIAMOND PLATE	Y___N___
	A bright dip anodized aluminum diamond plate kick plate shall be installed at the rear exterior doorway, providing a kick / scuff plate at the rear of the vehicle above the rear step.	
One (1) 40-10-0381	TOW HOOKS, MODULE REAR	Y___N___
	Two (2) tow hooks shall be provided in the rear step area and shall be securely fastened to the vehicle frame.	
One (1) 40-10-0401	WINDOW, 15" x 53" CURBSIDE FIXED MODULE	Y___N___
	A tinted 15" x 53" non-openable (fixed window) shall be installed on the curbside of the patient compartment module and centered over the squad bench.	
One (1) 40-10-0505	WINDOWS, PASSAGE DOOR - (CURB SLIDING, REAR FIXED)	Y___N___
	The curbside passage door shall have a 16" x 23" openable (<i>sliding</i>) window with removable screen. Each rear passage door shall have a 19" x 18" non-openable window. The distance between the rear window glass shall not exceed 6" to assure maximum vision to the rear. The windows shall have a 69% dark tint and shall be secured with black oxide coated fasteners. No warning lights shall be blocked from view when the curbside or rear doors are open.	
One (1) 40-10-0402	WINDOW, MIRRORED TINTING	Y___N___
	A mirrored tint shall be applied to all exterior module windows – rear entry doors, curbside entry door and the window over the squad bench.	
One (1) 40-15-0046	TURTLE TILE MATTING (BLACK) - BOTTOM OF OUTSIDE COMPARTMENTS	Y___N___
	Black Turtle tile matting with ramps shall be installed in the bottoms of outside storage compartments #1, #2, #3, #4, and #5 to ensure proper ventilation of the compartment and stored equipment. Also the pull out tray (battery) compartment.	
One (1) 41-01-0202	OUTSIDE STORAGE #1 - STREETSIDE FORWARD - OXYGEN STORAGE	Y___N___
	#1 (forward street side compartment) shall have an 81.75" high x 18.25" wide clear door opening with 82.75" high x 24.50" wide x 20.75" deep interior dimensions. This compartment shall provide storage for one (1) "M" or "H" oxygen cylinder. The compartment door shall be held open with a spring loaded gas cylinder. An aluminum vertical divider shall be installed just forward of the oxygen cylinder. The vertical divider shall be coated with the same material as the rest of the compartment interior. A locking handle shall be installed on the exterior of the door keyed the same as all other exterior compartments. A spring-loaded, hinged acrylic door shall be provided to allow access from inside the patient compartment to the oxygen cylinder valve. A 9-square inch vent shall be provided in the oxygen storage compartment to permit leaking gas to dissipate to	

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the exterior of the vehicle. The oxygen cylinder shall be secured with a minimum of four (4) restraining devices, meeting AMD standard 003, *oxygen tank retention system requirements*. A cylinder changing wrench shall be provided and secured inside the oxygen cylinder compartment. The oxygen cylinder shall be provided by the purchaser.

One (1) 41-02-0052	SHELF TRACK - EXPOSED - OSS #1 Unistrut 1-1/4" x 3/4", 19 gauge channel shall be installed in outside storage compartment #1.	Y__N__
One (1) 41-02-0104	SHELVES THREE (3) IN OUTSIDE STORAGE #1 Three (3) adjustable shelves with sprayed on polyurethane material shall be provided and installed in outside storage compartment #1. On shelf shall be installed above the oxygen cylinder storage and two shall be installed forward of the vertical divider.	Y__N__
One (1) 42-01-0201	OUTSIDE STORAGE #2 - STREETSIDE CENTER #2 (street side center compartment) shall have a 40.25" high x 39.50" wide clear door opening with double doors and shall have 43.75" high x 44.50" wide x 20.75" deep interior dimensions. One (1) fusee holder shall be installed on the inner door skin of the forward compartment door. The compartment shall have double doors held open with a spring loaded gas cylinders. An exterior handle shall be installed on each door. A locking handle shall be installed on the forward door.	Y__N__
One (1) 42-02-0053	SHELF TRACK - RECESSED - OSS #2 Unistrut 1-1/4" x 3/4", 19 gauge channel shall be installed in outside storage compartment #2. The track shall be welded in and recessed to reduce the number of fasteners and provide a cleaner look.	Y__N__
One (1) 42-02-0104	SHELVES ONE (1) IN OSS #2 One (1) adjustable shelves with sprayed on polyurethane material shall be provided and installed in outside storage compartment #2.	Y__N__
One (1) 43-01-0201	OUTSIDE STORAGE #3 - STREETSIDE REAR - TALL DOOR #3 (street side rear compartment) shall have a 63.50" high x 28.75" wide clear door opening with 65.25" high x 32.75" wide x 20.75" deep interior dimensions. This compartment shall have inside/outside access and Two (2) adjustable shelves. The compartment door shall have a 9" deep diamond plate pocket and strap installed on the interior side to accommodate a stryker stair chair! The compartment door shall be held open with a spring loaded gas cylinder. A locking handle shall be installed on the exterior of the door.	Y__N__
One (1) 43-02-0053	SHELF TRACK - RECESSED - OSS #3 Unistrut 1-1/4" x 3/4", 19 gauge channel shall be installed in outside storage compartment #3. The track shall be welded in and recessed to reduce the number of fasteners and provide a cleaner look.	Y__N__

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One (1) 43-02-0104	SHELVES THREE (3) IN OSS #3 Three (3) adjustable shelves with sprayed on polyurethane material shall be provided and installed in outside storage compartment #3.	Y___N___
One (1) 43-05-0102	STAIR CHAIR POCKET ON DOOR OSS #3 The compartment door shall have a 9" deep diamond plate pocket and strap installed on the interior side to accommodate a stair chair.	Y___N___
One (1) 44-01-0206	OUTSIDE STORAGE #4A BOARD/SCOOP, #4B W/INSIDE/OUTSIDE ACCESS #4 (rear curbside compartment) shall have split compartments (#4A / #4B), with a 73.00" high x 24.75" wide clear door opening: compartment #4A shall have 82.75" high x 14.00" wide x 20.75" deep interior dimensions. This compartment shall provide storage for backboards and a scoop stretcher. Compartment #4B shall have 82.75" high x 11.50" wide x 20.75" deep interior dimensions. The compartment door shall be held open with a spring loaded gas cylinder. A locking handle shall be installed on the exterior of the door.	Y___N___
One (1) 44-02-0052	SHELF TRACK - EXPOSED - OSS #4 Unistrut 1-1/4" x 3/4", 19 gauge channel shall be installed in outside storage compartment #4.	Y___N___
One (1) 44-02-0104	SHELVES THREE (3) IN OSS #4 Three (3) adjustable shelves with sprayed on polyurethane material shall be provided and installed in outside storage compartment #4.	Y___N___
One (1) 44-02-0053	BACKBOARD DIVIDERS – ADJUSTABLE IN OSS #4 Eight (8) adjustable dividers shall be installed in OSS #4A – four (4) at the top and four (4) at the bottom to separate the backboards. The dividers to be short and constructed of aluminum coated with the bedliner material.	Y___N___
One (1) 44-02-0054	STRAP - VINYL - OSS #4 A vinyl strap shall be installed in OSS #4 to help retain backboards when the door is open. The vinyl strap shall have a plastic buckle and be attached to the divider and rear wall with footman's loops.	Y___N___
One (1) 45-01-0201	OUTSIDE STORAGE #5 - CURBSIDE FORWARD #5 (forward curbside compartment) The compartment shall be split into two (2) compartments. #5A The compartment shall have a 47.50" high x 17.50" clear opening and provides inside/outside storage and shall have and shall have two (2) adjustable shelves. (Reference the lower front wall cabinet in patient compartment specification for interior dimensions). The compartment door shall be held open with a spring loaded gas cylinder. A locking handle shall be installed on the exterior of the door.	Y___N___

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#5B shall have 16.50" high x 17.50" wide x 17.00" deep interior dimensions. This door shall access a slide-out tray for two (2) batteries. A locking handle shall be installed on the exterior of the door.

One (1) 50-00-0202	ROUNDED INTERIOR CORNERS	Y___N___
	Interior vertical edges shall have rounded corners in the following locations: forward and aft edges of the CPR seat, the wall at the aft end of the squad bench, the partition opening cabinet edges and the upper front wall cabinet.	
One (1) 50-01-0407	LATCHES CABINET - CHROME / STAINLESS STEEL	Y___N___
	The ACP (attendant control panel) door, the PDQ (power distribution quarters) door, and the radio cabinet door shall be secured with chrome locking lever latches, all remaining interior hinged cabinet doors and drawers shall be secured with Southco stainless steel locking flush pull latches.	
One (1) 50-10-0146	CABINET - LEFT WALL, UPPER REAR #1 - RESTOCKING HINGE (UP)	Y___N___
	The left wall upper rear interior cabinet (#1) shall have a door opening of 10.75" high x 34.75" wide with interior dimensions of 13.25" high x 36.75" wide x 17.25" deep. The cabinet shall be enclosed by one (1) set of sliding acrylic doors, attached to a flip-up restocking frame with gas filled hold-open shocks and contain one (1) adjustable shelf on each side of the vertical divider.	
One (1) 50-10-0207	CABINET - LEFT WALL, UPPER OVER PANEL #2 RESTOCKING HINGE	Y___N___
	The left wall, upper interior cabinet (#2) above the attendant control panel shall have a door opening of 10.75" high x 47.75" wide with interior dimensions of 13.25" high x 49.75" wide x 17.25" deep. The cabinet shall be enclosed by one (1) set of sliding acrylic doors attached to a flip-up restocking frame with gas filled hold-open shocks. The cabinet shall contain one (1) adjustable shelf.	
One (1) 50-10-0229	LEFT WALL - ATTENDANT CONTROL PANEL - HINGED PANEL	Y___N___
	The color microprocessor screen shall be installed on an angled hinged access panel and secured with two (2) latches. The panel will be located to the immediate right of the attendant's seat. The forward portion of the panel will contain a flat area that may be used for future radio mounting etc.	
One (1) 50-10-0342	CABINET - LEFT WALL, LOWER REAR #3 - INSIDE/OUTSIDE	Y___N___
	The left wall, lower rear interior cabinet (#3) shall have a door opening of 26.25" high x 26.50" wide. (reference exterior compartment outside storage compartment #3 in module section for interior dimensions and shelving configurations.) This compartment provides inside/outside access into outside storage compartment #3 and shall have 3/8" thick, hinged acrylic doors. Each door shall have a full length hinge, a full length handle, and a latch.	
One (1) 50-10-0421	CABINET - LEFT WALL – BELOW REAR ACTION AREA #4	Y___N___

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The left cabinet below the rear action area (#4) shall have a door opening of 15.00" high x 17.75" wide with interior dimensions of 16.75" high x 19.25" wide x 17.25" deep. The cabinet shall be enclosed by one (1) set of sliding acrylic doors. The cabinet shall contain one (1) adjustable shelf.

One (1)
50-10-0602 PRIMARY ACTION AREA Y__N__

The primary action area shall be located beside the attendant seat with work area dimensions of 50.25" wide x 17.00" deep.

One (1)
50-10-0634 SECONDARY ACTION AREA Y__N__

The secondary action area shall be located to the rear of the CPR seat with work area dimensions of 21.00" high x 18.00" wide x 17.00" deep.

One (1)
50-10-0652 SHELF ADJUSTABLE - ABOVE SECONDARY ACTION AREA Y__N__

There shall be an adjustable shelf with a stainless steel support pole, provided and installed in the center of the secondary action area. The shelf exposed corner shall be rounded.

One (1)
50-10-0705 DRAWER - SLIDE-OUT / WRITING TABLE STREETSIDE INTERIOR Y__N__

A slide-out drawer with hinged plexi-glass writing table shall be provided in the street side wall beside the attendant seat. The drawer shall be constructed of .090" thick aluminum.

The table writing surface shall be constructed of 1/4" clear plexi-glass which measures 14.25" wide x 11.25" deep. The drawer interior dimensions shall be 4.50" high x 14.50" wide x 13.25" deep. The drawer shall be secured with one (1) latch. The writing surface shall be installed on top of the drawer with a hinge.

One (1)
50-10-0707 DRAWER - SLIDE-OUT INTERIOR (no writing surface) Y__N__

A slide-out drawer shall be provided in patient compartment. The drawer shall be constructed of .090" thick aluminum. The drawer shall be secured with one (1) latch. Exact location to be determined at pre-construction meeting. A slide-out drawer shall be provided in the street side wall beside the attendant seat. The drawer shall be constructed of .090" thick aluminum. The drawer interior dimensions shall be 5.00" high x 14.50" wide x 13.25" deep. The drawer shall be secured with one (1) locking lever latch.

One (1)
50-20-0142 CABINET – LEFT WALL – BELOW ACTION AREA #7 Y__N__

The left wall, cabinet (#7) below the action area shall have a door opening of 9.25" high x 25.50" wide with interior dimensions of 11.00" high x 27.25" wide x 8.00" deep. This compartment shall be enclosed by one (1) set of sliding acrylic doors.

One (1)
SP-01-0011 CABINET, LEFT WALL-#9 Y__N__

A cabinet shall be installed below cabinet #2. The cabinet shall have a door opening of 5.25" high x 13.0" wide with interior dimensions of 7.00" high x 14.75" wide x 7.00" deep. The cabinet shall be enclosed with a set of sliding acrylic doors.

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One (1) SP-01-0013	CABINET, LEFT WALL-ABOVE CPR SEAT #8	Y___N___
	Install a cabinet above the CPR seat per dwg. #5 dimensions. Cabinet is to have one (1) adjustable shelf and to be enclosed with a hinged acrylic door and be secured with a Southco stainless steel flush pull latch. The cabinet shall have a clear opening of 12.25" high x 20.00" wide with interior dimension of 12.25" high x 20.00" wide x 4.0" deep.	
One (1) SP-01-0036	BATTERY CHARGER - RECESSED STORAGE	Y___N___
	A Stryker SMRT charger shall be recessed into the lower left wall beside the glove box holder. The charger shall be mounted to the Stryker charger bracket mounted inside the recessed area. A 115VAC outlet will need to be located in this are for the charger to plug into.	
One (1) 50-20-0142	CABINET - FRONT WALL, UPPER #1	Y___N___
	The front wall, upper interior cabinet (#1) shall have a door opening of 15.00" high x 14.00" wide with interior dimensions of 15.25" high x 14.25" wide x 23.00" deep. This compartment shall be enclosed by one (1) flip-up aluminum door with hold-open. The compartment shall contain one (1) adjustable shelf.	
One (1) 50-20-0279	CABINET - FRONT WALL, LOWER #2 & #3 - INSIDE/OUTSIDE ACCESS	Y___N___
	The front wall lower cabinet (#2) shall have a door opening of 46.00" high x 27.75" wide with interior dimensions of 50.00" high x 31.50" wide x 23.00" deep. This cabinet shall provide inside/outside access and shall have two (2) adjustable shelves on Unistrut adjustable track brackets. Three (3) clear lights mounted in a removable panel will provide illumination in this compartment. There shall be aluminum beveled ramp edging installed on two edges of each shelf. This compartment shall be enclosed by one (1) pair of 3/8" thick, hinged acrylic doors. Each door shall have a full length hinge, a full length handle, and a latch.	
One (1) 50-20-0381	CABINET - FRONT WALL, LOWER BELOW PDQ (SINGLE VENTED DOOR)	Y___N___
	The compartment shall have a vented, hinged aluminum door secured by a Southco stainless steel flush pull latch. Door to open towards rear of the ambulance module.	
	The compartment behind the attendant seat, and below the power distribution cabinet, shall have a door opening of 24.50" high x 17.25" wide with interior dimensions of 24.75" high x 23.25" wide x 14.75" deep. The compartment shall have a hinged aluminum door secured by a latch. There shall be an adjustable shelf in this compartment.	
One (1) 50-20-0507	CRAWL THROUGH - CAB TO MODULE WITH PARTITION DOOR	Y___N___
	A crawl through partition shall be provided at rear of the cab to accommodate crawl-through movement and communications to the patient compartment. A bellows shall be provided to connect the cab to the module. A padded vinyl cover shall encircle the crawl through opening to help sound deaden this area. A hinged partition door shall be installed to close off the patient compartment from the cab.	
One (1)	CABINET - RIGHT WALL, REAR WITH (1) DOOR, INSIDE/OUTSIDE	Y___N___
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A storage compartment (#1) shall be provided to the rear of the squad bench and shall be constructed of .125" thick aluminum. The compartment shall face the patient compartment aisle and have a door opening of 30.00" high x 7.25" wide with access to the rear outside storage compartment. The compartment shall be enclosed by a 3/8" thick, hinged acrylic door and latch.

One (1)
50-30-0137

CABINET - RIGHT WALL, BEHIND SQUAD BENCH

Y___N___

A cabinet shall be installed on the curbside below the fluorescent lights. This cabinet shall have a clear door opening of 8.25" high x 55.00" wide with interior dimensions of 10.00" high x 57.50" wide x 6.00" deep. This cabinet shall be enclosed by one (1) set of sliding acrylic doors attached to a flip-up restocking frame with gas filled hold-open shocks. The compartment shall contain a center divider with one (1) adjustable shelf, each side. The squad bench back pads shall be built out flush with the cabinet face to provide additional comfort for occupants of the squad bench.

One (1)
50-50-0102

ATTN SEAT - EVS HiBAC, INTEGRAL CHILD, SWIVEL BASE

Y___N___

A rear facing EVS HiBAC attendant seat shall be installed at the head of the patient cot. The seat shall be equipped with a sliding swivel base and incorporate an integral child safety restraint system. The seat shall be covered with color coordinated vinyl and equipped with an automatic retracting safety seat belt.

One (1)
50-50-0315

CPR SEAT – CAPTAINS CHAIR WITH FOUR POINT HARNESS

Y___N___

A Wise captains style attendant seat with four point harness and vacuum formed vinyl shall be installed in the CPR seat location. The seat shall have fore and aft adjustment and when the seat is adjusted to the wall, the headrest will be flush with the cabinet above it.

One (1)
50-50-0512

SQUAD BENCH BASE STORAGE (COMPARTMENT #2)

Y___N___

A storage area shall be provided in the squad bench base (compartment #2). The interior dimensions of the storage area shall measure 14.25" high x 77.00" wide x 21.00" deep. The squad bench base shall be constructed of .090" thick aluminum for maximum storage capacity and minimum weight. The interior of the squad bench shall be sprayed with sound absorbing polyurethane material.

One (1)
50-50-0529

SQUAD BENCH LID - SPLIT

Y___N___

The squad bench lid and cushion shall be split into two sections so that each section can be opened independently. The squad bench cushions shall be covered with color coordinated vinyl upholstery material and sewn with seams only at the vertical corners to minimize entrapment of fluids. An automatic latching fastener shall be installed (one each lid/cushion section) to secure the squad bench lids in the closed position

Automatic locking, retractable red seat belts shall be provided for three (3) people while seated on the squad bench or for one (1) person lying down.

One (1)
50-50-0541

HOLD OPENS - SQUAD BENCH LID - GAS CYLINDERS

Y___N___

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Two (2) gas cylinders hold -opens shall be provided and installed to hold the cushion in the open and closed position.

One (1) 50-51-1001	CABINET CONSTRUCTION - INTERIOR - ALUMINUM All interior cabinets shall be constructed of .090" thick welded aluminum. Wood products shall not be used in the construction of any interior cabinet. All cabinet exteriors, interiors, drawer fronts, drawer interiors, and aluminum doors shall be sealed with a washable sprayed-on multi-use polychromatic coating.	Y___N___
One (1) 50-51-1011	RECESSED ADJUSTABLE SHELF TRACK - CABINETS Unistrut 13/16" x 13/32", 19 gauge channel shall be installed in the interior cabinets that contain adjustable shelves. The track shall be welded in and recessed to reduce the number of fasteners and provide a cleaner look.	Y___N___
One (1) 50-51-2001	CABINET DOORS - BRONZE ACRYLIC All sliding cabinet doors shall be nominally 1/4" thick light bronze acrylic material. The sliding cabinet doors shall be installed in aluminum track lined with PPL inserts to eliminate rattles and prevent the doors from opening during transit. An edge mounted aluminum handle shall be installed on each sliding cabinet door.	Y___N___
One (1) 50-51-3001	CABINETS/ WALLS - POLYCHROMATIC COATING - MARBLE STONE All exposed side walls, the partition wall (on the patient compartment side only), the headliner, along with the cabinet and drawer fronts, aluminum doors, cabinet and drawer interiors shall be covered with a washable #20-63 Marble Stone sprayed-on multi-use polychromatic coating, to create a laminate-free interior.	Y___N___
One (1) 50-51-4023	COUNTER TOP - SOLID ACRYLIC - LAVA GRANITE (DARK GRAY) A Meganite solid acrylic counter top, Lava Granite (Dark Gray) #657, with a 1/2" lip shall be installed to prevent equipment from sliding off. The solid acrylic counter top shall be provided on both the primary and secondary action area counters, fore and aft of the CPR seat.	Y___N___
One (1) 50-51-4051	COUNTER TOP ACCENT STRIPE- SOLID ACRYLIC - RAVEN BOULDER The solid acrylic counter top shall have a 1/2" Raven Boulder (black) #810 accent stripe.	Y___N___
One (1) 50-51-5001	UPHOLSTERY - SPRADLING "ARCTIC" CHARCOAL #9017 All cushions, head pads and seats shall be covered with Spradling International "Arctic" Charcoal #9017 expanded vinyl upholstery material. The arctic vinyl and all foam cushion material shall comply with FMVSS #302 flame spread requirements.	Y___N___
One (1) 50-51-6025	LONCOIN II FLECKS, NON-SLIP EMBOSSED COIN - ONYX #150 The floor in the patient compartment shall be covered with Lonseal brand "Loncoin II" non-slip, (embossed coin) Onyx #150, resilient sheet vinyl flooring material, which shall	Y___N___

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be covered 3-inches up the wall on the street side, and to the top of the squad bench base on the curbside. The flooring material shall be stripped and waxed before delivery.

One (1) 50-60-0018	ASPIRATOR / SUCTION - SSCOR - WITH ELECTRIC PUMP - RECESSED	Y___N___
	An SSCOR suction system with a 12 VDC electric vacuum pump shall be recessed into the street side lower interior wall near the attendant's seat. The system shall be activated by a switch on the attendant control panel. The SSCOR vacuum pump exhaust shall be vented to the exterior of the vehicle.	
One (1) 50-60-0037	ASSIST HANDLES, (2) 45 DEGREE STAINLESS STEEL, FOUR (4) BLACK RUBBER	Y___N___
	A total of two (2) 1.5" diameter 45degree stainless steel grab handles shall be installed on the rear entry doors. Four (4) 10-7/8" black vulcanized rubber with steel core assist handles shall be provided and installed: one (1) on the curbside door, one (1) at the curbside doorway and two (2) at the rear doorway.	
One (1) 50-60-0050 20	BAR - "A" - AT HEAD OF SQUAD BENCH	Y___N___
	A 1-1/4" diameter stainless steel a-bar shall be installed at the forward end of the squad bench. The top horizontal bar shall be padded. The A-bar system shall pivot to allow better access to a patient on the squad bench.	
One (1) 50-60-0094 10	CLOCK - TRIN TEC, 8" 12/24 HR, QUARTZ BATTERY - FT SQ BENCH	Y___N___
	A Trin Tec 8" diameter, 12/24 hour battery operated quartz clock shall be installed on the curbside forward facing wall at the foot end of the squad bench.	
One (1) 50-60-0143	COT SAFETY HOOK - STRYKER	Y___N___
	A Stryker cot rear capture / safety hook shall be provided and installed in the center position.	
One (1) 50-60-0153	COT FASTENER - STRYKER SINGLE - CENTER POSITION	Y___N___
	A Stryker crash stable, single-position (center mount) cot fastener shall be installed on the module floor to accommodate a Stryker series cot. 3/8" thick aluminum tapping plates shall be installed below the aluminum floor to secure the cot floor mounting plates.	
One (1) SP-01-0035	COT, STRYKER POWER PRO COT	Y___N___
	Power Pro Cot, single wheel lock option, knee-gatch Trendelenberg option, gatch bolster mattress, safety hook, short, cot retaining post, DVD in service, 1 yr parts labor & travel, Domestic manual option, retractable head section, left hand release handle, 3 stage I/V pole per option, equipment hook option, fowler oxygen bottle holder (head), Backrest storage pouch, head end storage flat.	
One (1) SP-01-0036	COT, STRYKER POWER LOAD PROVISIONS	Y___N___
	Provisions, tapping plates, for the future installation of a Stryker PowerLoad system shall be welded to the floor structure..	

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One (1) 50-60-0220	EMBLEMS / SIGNS - REAR PATIENT COMPARTMENT Two (2) " <i>No Smoking / Oxygen Equipped / Fasten Seat Belts</i> " signs shall be provided. One (1) sign shall be installed in the cab and one (1) above the oxygen outlets in the patient compartment street side cabinet.	Y___N___
One (1) 50-60-0256	EXHAUST VENTILATOR, 3-SPEED - MULTIPLEX ELECTRIC SYSTEM A three-speed, 300 CFM (minimum) exhaust fan meeting KKK-A-1822F requirements shall be provided and located in the street side cabinet in the patient compartment. The exhaust fan shall be pulse width modulated from a switch on the attendant control panel vista screen. The exhaust system shall have a louvered grille inside and a chrome vent outside. The exhaust system shall vent through the side of the vehicle, not through the roof.	Y___N___
One (1) 50-60-0272	FW # 521 O2 STORAGE BRACKET, (2) "D" & JUMBO "D" CYLINDER- RECESSED SQUAD BENCH Two (2) Ferno Washington #521 crash stable storage brackets for "D" and "Jumbo D" oxygen cylinders, shall be recessed installed into the forward end of the squad bench and accessible from the curbside stepwell area.	Y___N___
One (1) 50-60-0291	FIRE EXTINGUISHER - (1) ABC DRY CHEM 5 LB. WITH BRACKET One (1) ABC Dry-Chemical, 5 lb. fire extinguisher and mounting bracket shall be shipped loose with the vehicle.	Y___N___
One (1) 50-60-0300	FLOOR CONSTRUCTION- PATIENT COMPARTMENT, NON-WOOD COMPOSITE The sub-floor in the patient compartment shall be constructed of .125" thick aluminum over .125" and .190" thick reinforcing hat sections and mounting laterals. The aluminum sub-floor shall be covered with a single piece of 3/4" <u>non-wood composite material</u> . All corner molding, edging and trim shall be anodized aluminum or stainless steel and shall be sealed to prevent fluids from seeping under the cabinets. Wood floors are not satisfactory and shall not be accepted by the purchaser.	Y___N___
One (1) 50-60-0301	FLOORING - COVE The patient compartment floor radius shall be coved with pre-formed floor coving material. The coving shall be installed behind the vinyl floor covering, along both the street side and curbside walls.	Y___N___
One (1) 50-60-0322	GLOVE DISPENSER - (3) BOX - ABOVE ENTRY DOOR - CURBSIDE A three (3) - box glove dispenser unit, with a clear plexi hinged access panel with three (3) cut-outs, shall be recessed above the curbside entry door. The dispenser shall be 8.25" high x 33.50" wide with interior dimensions of 5.38" high x 30.25" wide x 3.25" deep.	Y___N___
One (1) 50-60-0327	GLOVE DISPENSER - (2) BOX - STREETSIDE	Y___N___
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A glove dispenser capable of holding (2) boxes of disposable gloves shall be provided inside the left rear door, below the street side rear interior cabinet. The dispenser shall be 8.25" high x 22.50" wide with interior dimensions of 5.38" high x 20.00" wide x 3.25" deep.

One (1)
50-60-0340 GRAB RAIL, 1-1/4" DIAMETER, (96") OVER COT AREA Y__N__

One (1) 1-1/4" diameter x 96" long stainless steel grab rail shall be installed on the ceiling for attendant/ patient balance control. The grab rail shall be attached to the ceiling with three (3) mounting brackets that secure it to the super structure of the module. Installation of the grab rail shall comply with AMD-008 requirements.

One (1)
50-60-0391 HEADLINER - REAR PATIENT COMPARTMENT Y__N__

The headliner in the patient compartment shall be one-piece, seamless, .090 thick aluminum finished with sprayed-on multi-use polychromatic coating.

One (1)
50-60-0424 HEAT/AIR CONDITIONING, HOSELINE CEILING DUCTED Y__N__

A Hoseline high capacity 580 CFM heater/air conditioner system with 50,000 BTU heating capacity and 30,000 BTU cooling capacity utilizing a 10-speed blower controlled through, the pulse-width-modulated output of the microprocessor based electrical system, shall be provided for high volume air movement with minimal noise. The heater/air conditioner air return shall be filtered to minimize contamination of the heater/air conditioner cores. The cab and module environmental systems shall be simultaneously capable of heating in the front while cooling in the rear and vice-versa. A thermostatically controlled rear system shall be provided for heating and air conditioning the patient compartment.

The temperature, whether heating or cooling, shall be controlled by a thermostat built into the attendant control panel screen, located in the street side cabinet and from the cab master control console screen. Heating and cooling may be selected automatically or manually. The heater/air conditioner system shall function only when the ignition system and the module power switch are on. The rear heater shall have EPDM/Nomex heater hoses. The rear air conditioner shall have barrier air conditioner hoses for R-134A refrigerant. Full module HVAC controls shall be located on both the rear ACP screen and the cab MCC screen.

The module heat and ac system shall be installed in the upper portion of the front wall. Five (5) adjustable heat/ac vents shall be located in a duct down the center of the ceiling.

One (1)
50-60-0431 I V HANGERS - CEILING RECESSED - CAST PRODUCTS #IV2008-1 (2) Y__N__

Two (2) Cast Products #IV2008-1 recessed, dual, ceiling I.V. hangers shall be provided. One (1) installed near the street side above the cot area, and one (1) near the curbside above the squad bench area.

One (1)
50-60-0613 10 OXYGEN OUTLETS (2) WALL/(1)CEILING - OHIO MEDICAL TYPE Y__N__

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Three (3) Ohio Medical flush mounted, quick release outlets shall be installed. One (1) in the forward street side cabinet action area, one (1) shall be installed in the wall above the squad bench and one (1) shall be installed in the ceiling above the head end of the cot.

One (1)
50-60-0629 FLOW METER, OXYGEN - THORPE STYLE Y__N__

Two (2) Thorpe style oxygen flow meter (15LPM) shall be shipped loose with the completed vehicle.

One (1)
50-60-0640 OXYGEN SYSTEM, ELECTRIC - MULTIPLEX ELECTRIC SYSTEM Y__N__

A 12 VDC controlled electric O2 system operated through the v-mux multiplex electrical system shall be provided and installed.

The oxygen system shall be completely installed and include a pre-set oxygen regulator with a cylinder pressure gauge and a 200 PSI safety valve with all necessary piping and connections. The oxygen system shall be completely low pressure, and the regulator shall be fastened directly to the cylinder. The regulator shall be set to operate at approximately 50 PSI. The oxygen cylinder shall be installed so the system may be easily turned on and off at the main cylinder valve from the patient compartment. The oxygen cylinder shall be provided by the purchaser.

The oxygen system monitor shall be readily available to the attendant while seated at the head of the cot as part of the microprocessor based electrical system. Flexible conductive oxygen hose with a minimum 900 lbs. burst rating shall be installed between the regulator and the oxygen receptacles. The system shall be tested and tagged in conformance with NFPA-56-F and KKK-A-1822F.

The electric oxygen system shall be provided with an on/off switch on the attendant control panel screen. The emergency manual bypass valve shall be located near the oxygen storage compartment in the patient compartment.

One (1)
50-60-0660 PADDED EDGING PROTECTION Y__N__

Padded corner edging shall be installed where necessary on exposed corners and edges in the patient compartment for patient and attendant protection.

One (1)
50-60-0661 PADS, HEAD AND BACK Y__N__

Vinyl upholstered, foam cushioned head/back pads shall be installed as follows: the lower edge of the upper front wall cabinet (above the partition doorway or window), above the rear doors, above the side door, on the street side wall behind and each side of the CPR seat, and on the curbside wall behind the squad bench. The pads shall be covered with a flame retardant color coordinated vinyl upholstery material.

One (1)
50-60-0685 RADIO SPEAKERS, STREETSIDE (OEM RADIO & ACP FADER CONTROL) Y__N__

Two (2) stereo speakers shall be installed in the upper streetside side panel. The fader control for the rear speakers shall be provided through the OEM radio and a fader control located in the ACP.

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One (1) 50-60-0709	SHARPS AND TRASH CONTAINERS - ACCESS THRU OSS #2 A 6.9 qt. #BD5489 sharps container, and a 8 qt. trash container shall be installed in the action area. Sharps and waste shall be disposed through holes in the action area countertop. The sharps and waste containers will be enclosed inside a hinged door cabinet inside OSS#2. The containers shall be covered with a 3/8" thick clear acrylic hinged lid with a biohazard warning label.	Y__N__
One (1) 50-60-0720	STAINLESS STEEL WALL PROTECTION - SQUAD BENCH BASE A full-length brushed stainless steel panel shall be installed on the face of the squad bench base, and extend up to the bottom of the squad bench lid.	Y__N__
One (1) 50-60-0733	DOOR PANELS - MODULE PASSAGE DOORS - FULL LENGTH STAINLESS STEEL The inner door panels shall be made from brushed stainless steel.	Y__N__
One (1) 50-60-0761	STAINLESS STEEL WALL PROTECTION - INTERIOR STREETSIDE A brushed stainless steel panel shall be provided on the street side wall from the bottom of the CPR seat cushion down to the flooring material to protect this area when the cot is taken in or out of the vehicle.	Y__N__
One (1) 50-60-0820	TURTLE TILE - SKID-RESISTANT MAT, CURBSIDE STEPWELL Skid resistant charcoal gray turtle tile matting shall be installed in the curbside step well.	Y__N__
One (1) 60-01-0001	PPG PAINT PROCEDURE All non-anodized aluminum module body surfaces shall be completely chemically steam cleaned, filled with premium body filler as needed, sanded smooth and primed with F-3993 epoxy primer and then primed again with F-4930 high solid primer. The cured primer surfacer shall be DA sanded with 320 grit and cleaned with DX-330. F-4930 high solid primer shall then be applied, where needed, as a sealer.	Y__N__
One (1) 60-01-0003	CLEAR COATING - MODULE PAINT The entire module shall be clear-coated, using a PPG process, sprayed over the final paint coat.	Y__N__
One (1) 60-01-0004	BUFFING, PAINT - MODULE The paint on the module sides shall be buffed to a high shine using a recommended paint buff system.	Y__N__
One (1) 60-10-0110	PAINT MODULE ALL ONE SOLID COLOR, PLUS CLEAR COAT The entire module shall be sprayed one-color and then clear coated. The color will be red to match the chassis. Chassis shall be ordered F1 Ford Vermillion red.	Y__N__
One (1) 10005-0006	PAINT-TOP OF MODULE	Y__N__

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SP-01-0015	Top of the module is to be painted white. None of the white is to be seen from the ground.	
One (1) 60-25-0101	BLACK REFLECTIVE MATERIAL IN RUB RAILS Rub rails shall incorporate a 5/8" wide black reflective scotchlite safety accent stripe.	Y___N___
One (1) 60-30-0200	DOOR REFLECTIVITY Reflective material, red and yellow, in a Chevron pattern shall be installed on the lower interior stainless steel panel of each rear door. Chevron to match the direction of the Chevron on the rear when the doors are open. If a sliding side door is provided, it shall have a 1.50" x 40.00" white reflective stripe installed on the rear facing edge.	Y___N___
One (1) SP-01-0005	REAR CHEVRON Chevron on the rear of the truck to be 6" Red/Yellow reflective. Pattern is ///\\\\. (Not installed on doors)	Y___N___
One (1) SP-01-0006	GRAPHICS Graphics to match the current Seward Fire and Rescue Ambulance. will be finalized during pre build conference. All final colors, materials and final cabinet dimensions of interior to be finalized during the pre build conference.	Y___N___
One (1) 80-10-0101	KKK-A-1822F COMPLIANCE A KKK-A-1822F compliance sticker, electrical load analysis sticker, and payload sticker shall be installed in the oxygen compartment. Any deviations from KKK-A-1822F shall be listed in the vehicle delivery packet with a notation on the-compliance sticker.	Y___N___
One (1) 80-20-0001	VEHICLE MANUALS (1) PACKAGE SET One (1) Delivery Manual Package shall be supplied with the vehicle, and shall include the following items: <ul style="list-style-type: none">• Ambulance manufacturer parts, service and operation manuals• OEM chassis owner's guide• Complete 12 VDC and 125 VAC wiring schematics for all included standard and optional systems• Multiplex Electrical system programming - electronic media	Y___N___
One (1) 90-10-0004	WARRANTIES MANUFACTURER WARRANTIES: The ambulance manufacturer shall provide Warranty coverage as follows:	Y___N___
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- A. Structural Module Warranty - Limited Life Time
- B. Ambulance Conversion Warranty - 2 Years/30,000 Miles
- C. Electrical Warranty (Multiplex-based systems) - 7 Years/ 84,000 Miles
- D. PPG Paint Warranty - This pro-rated warranty covers the areas of the ambulance body finished with specified PPG products for a period of 7 years from the date of manufacture or 84,000 miles whichever occurs first. The first four years or 48,000 miles are covered at 100% parts and labor. The fifth year or up to 60,000 miles is covered at 75% parts and labor, and the sixth and seventh years or up to 84,000 miles are covered at 50% parts and labor. Paint repairs must be pre-approved by the Manufacturer/PPG and performed by the Manufacturer or a Braun Authorized Service Center.

NOTE: Copies of these Warranties shall be provided to the purchaser in the bid response.

One (1)
SP-01-0038

CUSTOMER SUPPLIED PARTS

Y___N___

The following customer supplied parts shall be installed:

One (1) customer supplied antenna shall be installed on the module roof. Antenna coax to terminate in PDQ

Install one (1) customer supplied telescoping universal laptop mount behind the console on the passenger side.

One (1)
SP-01-0039

TRADE- IN

Y___N___

The bidder shall provide a trade-in price for Seward Fire and Rescue's Ford E-350 Van cut away Road Rescue built ambulance. truck has 13,126 miles with a 7.3 Power Stroke Diesel engine.

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Loose Equipment

To be priced and itemized separately

- 12x - Bax strap spine boards (982500)
- 2x- Cas Max NIBP 740-2NN Portable BP monitor With SPo2 (170165)
- 3x- Hartwell Evac-u-splint mattress with pump and case (MT-3075-6)
 - 1 pair- Auto Crib It
 - 1x - Drager 4 gas monitor (BL677)
- 1x - Scotts Thermal imager Eagle attck and battery dock (AC-17)
- 1x- Mass Causality triage kit (92123)
- 12x - Ferno universal head immobilizer set of blocks, straps and base (445)
- 12x - patho-strap 2 pc 5' metal buckle with sp clip, orange (1310POR)
- 6x - Medstorm Fingertip Pulse Oximeter (69100)
- 6x - ADC 703 series Palm style Aneroid sphygmometer(manual blood pressure cuff) adult, black.(703-11ABK)
 - 2x - patient cover quilt (PC750)
- 1x - CPR Prompt CPR manikans 7piece, 5 adult/child, 2 infant. Tan. (TPAK700T)
 - 2 pair- tire chains to fit 225/70R19.5 (single tire)
- 2x – Prestan Infant CPR-AED training manikin without cpr monitor (PP-IM-400)
- 2x – Phillips HeadStart FR2+ AED trainer (M3752A)

City of Seward, NE
Tuesday, February 17, 2015
Regular Session

Item G16

**DISCUSSION AND ACTION ON WAGE AND BENEFIT
COMPREHENSIVE STUDY - Jack Vavra & Bonnie Otte**

Consideration of an Ordinance Approving the Comprehensive Pay Plan effective December 1, 2014.

Administrative Report: Attached is a proposed Ordinance amending the City's Comprehensive Pay Plan, providing for a 2% Cost of Living Adjustment - across the board for all positions (increased Step 1 and Step 9 by 2% and spread the difference by equal dollar amount between each step).

The Ordinance also takes into consideration the federal/state minimum wage (\$8.00/hr effective January 1, 2015), except for the Swim Lesson Aide.

Nine cities were surveyed (used cities that were in the last two contracted studies).

Several factors need to be considered when comparing the minimum and maximum wage lines of all cities: difference in number of pay steps; percentage difference between steps; number of persons in position; number of matches in the array - if only one match, may skew results; relationship of positions within department.

Cost of Living Adjustments were made as follows:

Beatrice	2.0%	10/1/14
Blair	Did not provide information	
Crete	2.0%	10/1/14

Plattsmouth	2.75%	10/1/14	
Nebraska City	Did not provide info		
Schuyler	3.0%	10/1/14	(2.1% police)
Wahoo	2.1%	10/1/14	
York	2.0%	10/1/14	
Wayne	2.0%	1/1/15	

Staff Contact:

POSITION	Seward		Min	Max	Min	Max	Min	Max	Min%	Max%	Beatrice		Blair (MSA)		Crete		Mattsmouth (MS)		Nebraska City		Schuyler		Wahoo (MSA)		York		Wa
	Min	Max	Median	Median	Median	Mean	Midpoint	Midpoint	Change	Change	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min
ACCOUNT CLERK III	15.26	19.51	14.38	19.42	15.08	20.23	14.73	19.82	-3.45%	1.60%	13.13	19.21	15.07	19.63	0.00	0.00	12.49	17.29	17.37	21.76	0.00	0.00	18.75	25.16	0.00	0.00	13.68
UTIL BILLING CLK-CUST SERV REP	13.82	18.47	13.90	18.79	13.84	18.45	13.87	18.62	0.35%	0.84%	13.45	19.69	14.31	18.87	0.00		12.82	16.24	0.00		0.00	0.00	14.66	18.75	14.12	18.83	13.68
ACCOUNT CLERK I	11.68	15.12	17.37	21.76	17.37	21.76	17.37	21.76	48.74%	43.89%	0.00	0.00	0.00				0.00		17.37	21.76	0.00		0.00		0.00		0.00
PERMITS TECHNICIAN	10.00	14.11		0.00	0.00	0.00	0.00	0.00																			
LIBRARY ASSISTANT II	13.54	16.79	12.42	17.66	13.24	18.33	12.83	18.00	-5.27%	7.15%	15.22	22.28	15.07	19.63	11.89	17.66	0.00	0.00	0.00		12.42	16.55	0.00	0.00	11.60	15.54	
LIBRARY ASSISTANT I	10.05	12.73	10.52	13.82	11.17	14.66	10.85	14.24	7.95%	11.82%	0.00	0.00	0.00				0.00		0.00		9.67	14.21	11.37	13.82	9.24	12.79	9.70
LIBRARY CLERK	8.48	11.00	8.39	11.57	8.49	11.40	8.44	11.49	-0.45%	4.40%	7.25	0.00	8.25	10.50	10.48	14.82			9.68	12.63	8.53	12.73	8.00	9.72	7.25	8.00	
SECRETARY I	14.56	17.50	13.56	18.12	14.03	17.56	13.80	17.84	-5.24%	1.92%	13.13	19.21	13.56	18.12			16.62	16.62			15.25	18.29			11.60	15.54	
CIVIC CENTER LIVE-IN CRTKR	8.36	10.10	0.00	0.00	0.00	0.00	0.00	0.00			0.00												0.00	0.00			
CUSTODIAN	12.16	16.98		17.77	13.38	17.26	6.69	17.51	-44.97%	3.15%											12.65	16.05	14.04	17.77	13.46	17.95	
ASST POWER DIR/LINE CREW CHIEF	23.10	29.56	22.42	29.53	22.95	30.27	22.69	29.90	-1.79%	1.15%	24.94	36.51			22.42	26.80					24.95	30.75	20.40	27.75			22.06
LINEMAN 1ST CLASS	21.81	27.07	22.45	27.63	22.39	28.42	22.42	28.02	2.81%	3.53%	23.16	33.91			23.00	25.89			24.31	28.00	22.45	27.25	21.74	29.13			19.68
ELEC SERVICE TECHNICIAN	21.50	26.75	22.65	27.45	22.05	28.54	22.35	28.00	3.94%	4.66%	23.16	33.91			23.00	25.89					22.65	27.45	21.74	29.13			19.68
ELEC. SEASONAL GROUNDMAN	16.85	19.85	0.00	0.00	0.00	0.00	0.00	0.00																			
METER READER	14.92	19.07	0.00	0.00	0.00	0.00	0.00	0.00																			
ASSIST. PARK DIRECTOR	18.74	22.43	16.29	20.78	16.29	20.78	16.29	20.78	-13.09%	-7.37%			16.29	20.78													
PUBLIC PROP. CRTKR HORTICUL	15.52	18.83	0.00	0.00	0.00	0.00	0.00	0.00																			
PUBLIC PROP. CARETAKER II	15.13	18.53	13.11	18.99	13.97	18.96	13.54	18.98	-10.53%	2.42%	14.85	21.74	14.81	19.29	11.89	18.68							14.33	16.13			
PUBLIC PROP. CARETAKER I	13.93	18.54	12.76	34.98	12.71	17.97	12.74	26.48	-8.60%	42.83%	13.79	20.19			11.54	18.14			12.97	16.72	0.00	0.00	0.00	0.00	12.54	16.84	
PUB PROP SUMMER LABORER	8.85	10.73			0.00	0.00	0.00	0.00																			
ST. DIVISION FOREMAN	19.43	25.71	19.97	24.47	20.16	25.41	20.06	24.94	3.26%	-3.01%	19.97	29.24	21.86	26.42	20.10	24.47	24.14	24.14	24.12	30.36	17.26	21.98	15.96	21.39	19.76	26.27	18.23
ST. MAINT. WORKER III	15.22	20.48	15.03	20.67	14.90	20.91	14.97	20.79	-1.63%	1.53%	17.65	25.84			11.89	20.67							14.41	17.18	15.54	20.71	15.03
ST. MAINT. WORKER II	13.92	18.82	13.79	19.70	14.25	19.89	14.02	19.79	0.70%	5.15%	16.39	24.00	16.29	20.77	11.54	20.07	13.24	19.39	15.99	20.00	13.46	18.63	0.00	0.00	14.12	18.83	12.99
ST. MAINT. WORKER I	12.91	16.94	14.00	17.17	13.86	18.15	13.93	17.66	7.93%	4.25%	15.22	22.28	17.26	21.61					13.67	17.60	12.33	15.90	14.00	16.70	12.79	17.17	11.78
RECYCLING WORKER	9.05	12.89	0.00	0.00	0.00	0.00	0.00	0.00																			
FACILITY MAINTENANCE SUPERV	21.15	28.25	22.81	29.24	21.98	28.16	22.40	28.70	5.88%	1.61%	19.97	29.24	25.63	30.19	23.46	25.73					24.45	31.25	17.86	23.96	22.81	30.44	19.68
WW PLANT / WATER PLANT OPER	17.57	23.18	18.03	23.34	17.97	23.75	18.00	23.54	2.42%	1.55%	19.97	29.24	19.26	23.74			15.41	20.44	18.11	23.08	18.65	23.45	17.02	22.83	17.95	23.95	17.36
SENIOR UTIL. MAINT. WORKER II	18.11	24.38		0.00	0.00	0.00	0.00	0.00																			
UTIL MAINT. WORKER II	17.25	23.22	16.69	22.27	16.94	22.89	16.82	22.58	-2.49%	-2.78%	18.55	27.15									15.85	19.85	17.02	22.83	16.35	21.71	
UTIL MAINT. WORKER I	14.76	18.85	15.56	20.03	15.42	19.59	15.49	19.81	4.92%	5.11%	16.39	24.00	15.56	20.03			15.41	17.82			15.95	20.15	16.16	17.02	13.46	17.95	15.03
W/WWW SUMMER LABORER	8.85	10.73	0.00		0.00	0.00	0.00	0.00																			
REC SUMMER LABORER	8.85	10.73		0.00	0.00	0.00	0.00	0.00																			
POOL MANAGER	10.72	12.46	10.84	12.25	10.61	11.76	10.73	12.00	0.02%	-3.64%	10.75	10.75				9.00	9.50		9.00	12.00	0.00	0.00	10.93	13.29	11.50	12.50	12.50
ASST. POOL MANAGER	8.81	10.77	9.36	11.66	9.37	11.33	9.36	11.50	6.32%	6.77%						9.00	9.00				8.25	13.00	9.72	11.82	10.50	11.50	
SWIM POOL COORDINATOR	8.56	10.72	0.00	0.00	0.00	0.00	0.00	0.00															0.00	0.00			
POOL LIFEGUARD	7.61	9.57	7.49	10.02	7.65	9.58	7.57	9.80	-0.48%	2.47%	7.25	7.25			7.47	10.03	7.50	8.50	7.25	10.00	7.25	10.33	8.00	9.72	8.50	10.25	8.00
POOL OFFICE/CONCESSIONS	7.61	8.91	7.25	7.25	7.50	8.07	7.38	7.66	-3.06%	-14.01%	7.25	7.25					7.25	7.25					8.00	9.72	0.00	0.00	
WATER SAFETY INSTR.	7.30	7.37		0.00	0.00	0.00	0.00	0.00																			
SWIM LESSON AIDE	5.21	5.25		0.00	0.00	0.00	0.00	0.00																			
POLICE SERGEANT	21.65	27.29	20.90	27.27	21.48	26.81	21.19	27.04	-2.13%	-0.93%	20.90	28.44	23.37	27.93	21.16	26.33	27.06	28.99	20.54	26.64	16.90	22.08	0.00	0.00	20.46	27.27	
POLICE OFFICER II	17.50	23.26	17.10	23.28	17.90	23.65	17.50	23.47	0.00%	0.87%	17.77	24.18	22.68	27.11	17.10	23.28	20.63	26.28	16.90	23.27	15.78	21.10	15.95	21.39	17.24	22.99	17.07
POLICE OFFICER I	16.66	22.36	0.00	0.00	0.00	0.00	0.00	0.00																			
ADM/SEC RECORDS CLK PD	13.79	17.42	14.31	18.87	13.94	18.40	14.13	18.64	2.44%	6.98%	13.13	19.21	14.31	18.87			14.39	17.12					0.00	0.00			
COMMUNITY SERVICE OFFICER	12.22	15.73	12.23	16.43	12.72	17.02	12.48	16.73	2.09%	6.35%			14.63	19.06	11.31	15.58									12.23	16.43	
CITY ADMINISTRATOR	46.40	50.81	44.67	53.58	44.77	53.84	44.72	53.71	-3.63%	5.70%	0.00	64.26	49.02	53.58	0.00	61.48	47.16	47.16	42.17	50.97					40.73	54.59	
POLICE CHIEF	32.28	37.70	31.71	39.72	31.60	38.83	31.65	39.28	-1.94%	4.17%	31.15	45.60	36.19	40.75	0.00	39.72	36.00	36.00	31.51	41.08	23.71	33.49	33.98	33.98	31.91	42.78	28.31
ASST ADM/CLK-TREAS/BUD/HUMAN	29.41	36.24	35.87	40.30	35.87	40.30	35.87	40.30	21.96%	11.21%			35.87	40.30													
W/WWW DIRECTOR	28.04	37.29	23.81	31.01	22.86	29.85	23.34	30.43	-16.79%	-18.39%	23.16	33.91	26.34	30.77							24.45	31.25	17.49	23.47			
ELEC/POWER/RESOURCE DIRECTOR	27.03	35.02	25.65	36.86	23.91	35.98	24.78	36.42	-8.34%	4.01%	26.20	38.36			0.00	37.47					25.65	31.85					19.87
PUBL FACIL/C/GIS DIRECTOR	26.02	36.11	0.00	0.00	0.00	0.00	0.00	0.00																			
ST/TRANS/RECYCLING SUPT	26.02	36.11	0.00	0.00	0.00	0.00	0.00	0.00																			
ASST CHIEF OF POLICE	25.57	31.77	24.31	32.10	25.00	31.22	24.66	31.66	-3.58%	-0.35%	23.16	33.91	30.91	35.47	24.05	28.99	28.85	32.24	24.57	31.95			18.48	24.76			
PARKS/REC/CEM DIRECTOR	23.34	29.39	24.03	33.95	27.22	33.68	25.63	33.82	9.81%	15.05%	23.74	34.75			0.00	34.00							33.89	33.89	24.03	32.08	
LIBRARY DIRECTOR	22.71	27.23	22.13	26																							

ASST LIB DIRECTOR	16.67	20.80	15.72	19.50	15.28	20.57	15.50	20.03	-7.00%	-3.68%	17.65	26.49	14.63	19.06	11.54	17.15	16.44	19.52	15.09	19.47	0.00	0.00	0.00	0.00	16.35	21.71	
ASSISTANT RECREATION DIRECTOR	15.63	19.35	15.38	20.23	15.56	21.12	15.47	20.68	-1.05%	6.86%							12.46	12.46			10.51	15.76	16.13	18.14	15.17	20.23	15.38
CIVIC CENTER MANAGER	15.06	17.36	12.46	15.50	12.25	14.57	12.36	15.04	-17.96%	-13.36%																	
AGING SERV. COMM. ASSISTANT	11.25	13.82	0.00	0.00			0.00	0.00																			

yne Max COLA	Min Mean	Max Mean	Seward Diff between %Min & Max
18.32	15.08	20.23	27.89%
18.32	13.84	18.45	33.61%
	17.37	21.76	29.50%
	0.00	0.00	41.10%
	13.24	18.33	24.00%
12.99	11.17	14.66	26.73%
	8.49	11.40	29.75%
	14.03	17.56	20.21%
	0.00	0.00	20.86%
	13.38	17.26	39.63%
29.53	22.95	30.27	27.96%
26.33	22.39	28.42	24.12%
26.33	22.05	28.54	24.42%
	0.00	0.00	17.83%
	0.00	0.00	27.84%
	16.29	20.78	19.69%
	0.00	0.00	21.33%
	13.97	18.96	22.43%
	12.71	17.97	33.04%
	0.00	0.00	21.32%
24.41	20.16	25.41	32.35%
20.13	14.90	20.91	34.57%
17.40	14.25	19.89	35.20%
15.76	13.86	18.15	31.22%
	0.00	0.00	42.36%
26.33	21.98	28.16	33.54%
23.23	17.97	23.75	31.91%
	0.00	0.00	34.65%
	16.94	22.89	34.66%
20.13	15.42	19.59	27.64%
	0.00	0.00	21.32%
	0.00	0.00	21.32%
12.50	10.61	11.76	16.16%
	9.37	11.33	22.24%
	0.00	0.00	25.27%
10.59	7.65	9.58	25.74%
	7.50	8.07	17.12%
	0.00	0.00	0.98%
	0.00	0.00	0.79%
	21.48	26.81	26.04%
23.28	17.90	23.65	32.92%
	0.00	0.00	34.22%
	13.94	18.40	26.32%
	12.72	17.02	28.69%
44.84	44.77	53.84	9.50%
36.09	31.60	38.83	16.80%
	35.87	40.30	23.21%
	22.86	29.85	32.97%
36.25	23.91	35.98	29.54%
	0.00	0.00	38.81%
	0.00	0.00	38.81%
	25.00	31.22	24.24%
	27.22	33.68	25.96%
26.72	21.40	27.81	19.93%
	24.44	34.45	17.28%
	0.00	0.00	17.87%
14.33	19.65	23.65	21.27%

25.00	15.28	20.57	24.77%
	15.56	21.12	23.76%
	12.25	14.57	15.24%

ORDINANCE NO.

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

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

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

2014-2015 SALARY SCHEDULE
PAY RANGE RATES
(A) CLERICAL (HOURLY)

<u>POSITION</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Account Clerk III	15.56	19.90
Util Billing Clerk/ Customer Service Representative	14.10	18.83
Account Clerk I	11.91	15.43
Permits Technician	10.20	14.39
Library Assistant II	13.82	17.13
Library Assistant I	10.25	12.99
Library Clerk I	8.65	11.22
Secretary I	14.85	17.85
(B) LABOR & TRADES (HOURLY)		
Civic Center Live/in Caretaker	8.52	10.30
Custodian	12.40	17.32
Asst Power Director/Line Crew Chief	23.56	30.15
Lineman First Class	22.24	27.61
Electric Service Technician	21.93	27.29
Electric Seasonal Groundman	17.18	20.25
Meter Reader	15.22	19.45
Assistant Park Director	19.12	22.88
Public Properties Caretaker II/Horticulturist	15.83	19.21
Public Properties Caretaker II	15.44	18.90
Public Properties Caretaker I	14.21	18.91
Public Properties Summer Laborer	9.03	10.95
Street Division Foreman	19.82	26.23
Street Maintenance Worker III	15.52	20.88
Street Maintenance Worker II	14.20	19.20
Street Maintenance Worker I	13.17	17.28
Recycling Center Worker	9.23	13.15
Facility Maintenance Supervisor	21.57	28.81
WW Treatment/Water Plant Operator	17.93	23.65
Senior Utility Maintenance Worker II	18.47	24.87
Utility Maintenance Worker II	17.59	23.69
Utility Maintenance Worker I	15.06	19.22
W/WW Summer Laborer	9.03	10.95

Recreation Summer Laborer	9.03	10.95
Pool Manager	10.94	12.71
Assistant Pool Manager	8.98	10.98
Swim Program Coordinator	8.73	10.94
Lifeguard	8.00	10.00
Pool Office/Concession Wrk	8.00	10.00
Water Safety Instructor	8.00	10.00
Swim Lesson Aide	5.50	6.50

(C) PUBLIC SAFETY (HOURLY)

Police Sergeant	22.09	27.84
Police Officer II	17.85	23.73
Police Officer I	16.99	22.81
Administrative Secretary/Records Clerk	14.07	17.77
Community Service Officer	12.47	16.04

(D) SUPERVISORY, TECHNICAL & ADMINISTRATIVE (MONTHLY)

City Administrator	8,204	8,983
Police Chief	5,707	6,666
Asst. Adm/Clk-Treas/Budget & HR Director	5,200	6,407
Water/Wastewater Director	4,958	6,593
Electric Power/Resource Director	4,779	6,191
Public Facilities/Capital Imp/GIS Director	4,599	6,385
St/Transportation/Recycling Supt.	4,599	6,385
Asst. Chief of Police	4,521	5,617
Parks/Recreation/Cemetery Director	4,126	5,197
Library Director	4,015	4,815
Deputy Clerk/Finance Director/Asst. Treasurer	3,898	4,571
Accountant/Budget Administrator	3,825	4,508
Building Zoning/Code Enforcement Director	3,742	4,538
Assistant Library Director	2,947	3,677
Assistant Recreation Director	2,764	3,421
Civic Center Manager	2,663	3,068
Aging Services Commission Assistant	1,989	2,444

Section 2. LONGEVITY PAY. Each employee, who is a full-time employee, will, for each two years of service to the City, receive five dollars (\$5.00) per month in addition to the established base pay in his classification as set forth in Section One of this ordinance.

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

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

Section 5. CLASSIFICATIONS EFFECTIVE. The classifications and pay ranges set forth in Section One of this ordinance shall be effective December 1, 2014.

Section 6. REPEAL. Any City of Seward ordinance, resolution, or employee handbook or part of any ordinance, resolution, or employee handbook of the City of Seward, Nebraska in conflict with this Ordinance is hereby repealed to the extent of such conflict.

Section 7. WHEN OPERATIVE. This ordinance shall be effective from and after its approval, passage and publication as required by law and the ordinances of the City.

Passed and approved this 17th day of February , 2015.

ATTEST:

THE CITY OF SEWARD, NEBRASKA

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

Joshua Eickmeier, Mayor

DRAFT

(HOURLY)

POSITION	1	2	3	4	5	6	7	8	9
ACCOUNT CLERK III	15.56	\$15.56	\$15.56	\$15.56	\$15.56	\$15.56	\$15.56	\$15.56	19.90
UTIL BILLING CLK-CUST SERV REP	14.10	\$14.10	\$14.10	\$14.10	\$14.10	\$14.10	\$14.10	\$14.10	18.83
ACCOUNT CLERK I	11.91	\$11.91	\$11.91	\$11.91	\$11.91	\$11.91	\$11.91	\$11.91	15.43
PERMITS TECHNICIAN	10.20	\$10.20	\$10.20	\$10.20	\$10.20	\$10.20	\$10.20	\$10.20	14.39
LIBRARY ASSISTANT II	13.82	\$13.82	\$13.82	\$13.82	\$13.82	\$13.82	\$13.82	\$13.82	17.13
LIBRARY ASSISTANT I	10.25	\$10.25	\$10.25	\$10.25	\$10.25	\$10.25	\$10.25	\$10.25	12.99
LIBRARY CLERK	8.65	\$8.65	\$8.65	\$8.65	\$8.65	\$8.65	\$8.65	\$8.65	11.22
SECRETARY I	14.85	\$14.85	\$14.85	\$14.85	\$14.85	\$14.85	\$14.85	\$14.85	17.85
CIVIC CENTER LIVE-IN CRTKR	8.52	\$8.52	\$8.52	\$8.52	\$8.52	\$8.52	\$8.52	\$8.52	10.30
CUSTODIAN	12.40	\$12.40	\$12.40	\$12.40	\$12.40	\$12.40	\$12.40	\$12.40	17.32
ASST POWER DIR/LINE CREW CHIEF	23.56	\$23.56	\$23.56	\$23.56	\$23.56	\$23.56	\$23.56	\$23.56	30.15
LINEMAN 1ST CLASS	22.24	\$22.24	\$22.24	\$22.24	\$22.24	\$22.24	\$22.24	\$22.24	27.61
ELEC SERVICE TECHNICIAN	21.93	\$21.93	\$21.93	\$21.93	\$21.93	\$21.93	\$21.93	\$21.93	27.29
ELEC. SEASONAL GROUNDMAN	17.18	\$17.18	\$17.18	\$17.18	\$17.18	\$17.18	\$17.18	\$17.18	20.25
METER READER	15.22	\$15.22	\$15.22	\$15.22	\$15.22	\$15.22	\$15.22	\$15.22	19.45
ASSIST. PARK DIRECTOR	19.12	\$19.12	\$19.12	\$19.12	\$19.12	\$19.12	\$19.12	\$19.12	22.88
PUBLIC PROP. CRTKR HORTICUL	15.83	\$15.83	\$15.83	\$15.83	\$15.83	\$15.83	\$15.83	\$15.83	19.21
PUBLIC PROP. CARETAKER II	15.44	\$15.44	\$15.44	\$15.44	\$15.44	\$15.44	\$15.44	\$15.44	18.90
PUBLIC PROP. CARETAKER I	14.21	\$14.21	\$14.21	\$14.21	\$14.21	\$14.21	\$14.21	\$14.21	18.91
PUB PROP SUMMER LABORER	9.03	\$9.03	\$9.03	\$9.03	\$9.03	\$9.03	\$9.03	\$9.03	10.95
ST. DIVISION FOREMAN	19.82	\$19.82	\$19.82	\$19.82	\$19.82	\$19.82	\$19.82	\$19.82	26.23
ST. MAINT. WORKER III	15.52	\$15.52	\$15.52	\$15.52	\$15.52	\$15.52	\$15.52	\$15.52	20.88
ST. MAINT. WORKER II	14.20	\$14.20	\$14.20	\$14.20	\$14.20	\$14.20	\$14.20	\$14.20	19.20
ST. MAINT. WORKER I	13.17	\$13.17	\$13.17	\$13.17	\$13.17	\$13.17	\$13.17	\$13.17	17.28
RECYCLING WORKER	9.23	\$9.23	\$9.23	\$9.23	\$9.23	\$9.23	\$9.23	\$9.23	13.15
FACILITY MAINTENANCE SUPERV	21.57	\$21.57	\$21.57	\$21.57	\$21.57	\$21.57	\$21.57	\$21.57	28.81
WW PLANT / WATER PLANT OPER	17.93	\$17.93	\$17.93	\$17.93	\$17.93	\$17.93	\$17.93	\$17.93	23.65
SENIOR UTIL. MAINT. WORKER II	18.47	\$18.47	\$18.47	\$18.47	\$18.47	\$18.47	\$18.47	\$18.47	24.87
UTIL MAINT. WORKER II	17.59	\$17.59	\$17.59	\$17.59	\$17.59	\$17.59	\$17.59	\$17.59	23.69
UTIL MAINT. WORKER I	15.06	\$15.06	\$15.06	\$15.06	\$15.06	\$15.06	\$15.06	\$15.06	19.22
W/WW SUMMER LABORER	9.03	\$9.03	\$9.03	\$9.03	\$9.03	\$9.03	\$9.03	\$9.03	10.95
REC SUMMER LABORER	9.03	\$9.03	\$9.03	\$9.03	\$9.03	\$9.03	\$9.03	\$9.03	10.95
POOL MANAGER	10.94	\$10.94	\$10.94	\$10.94	\$10.94	\$10.94	\$10.94	\$10.94	12.71
ASST. POOL MANAGER	8.98	\$8.98	\$8.98	\$8.98	\$8.98	\$8.98	\$8.98	\$8.98	10.98
SWIM POOL COORDINATOR	8.73	\$8.73	\$8.73	\$8.73	\$8.73	\$8.73	\$8.73	\$8.73	10.94
POOL LIFEGUARD	8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	10.00
POOL OFFICE/CONCESSIONS	8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	10.00
WATER SAFETY INSTR.	8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	10.00
SWIM LESSON AIDE	5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	6.50
POLICE SERGEANT	22.09	\$22.09	\$22.09	\$22.09	\$22.09	\$22.09	\$22.09	\$22.09	27.84
POLICE OFFICER II	17.85	\$17.85	\$17.85	\$17.85	\$17.85	\$17.85	\$17.85	\$17.85	23.73
POLICE OFFICER I	16.99	\$16.99	\$16.99	\$16.99	\$16.99	\$16.99	\$16.99	\$16.99	22.81
ADM/SEC RECORDS CLK PD	14.07	\$14.07	\$14.07	\$14.07	\$14.07	\$14.07	\$14.07	\$14.07	17.77
COMMUNITY SERVICE OFFICER	12.47	\$12.47	\$12.47	\$12.47	\$12.47	\$12.47	\$12.47	\$12.47	16.04

POSITION	1	2	3	4	5	6	7	8	9
CITY ADMINISTRATOR	8204	8204	8204	8204	8204	8204	8204	8204	8983
POLICE CHIEF	5707	5707	5707	5707	5707	5707	5707	5707	6666
ASST ADM/CLK-TREAS/BUD/HUMAN	5200	5200	5200	5200	5200	5200	5200	5200	6407
W/WWTW SUPT.	4958	4958	4958	4958	4958	4958	4958	4958	6593
ELEC/POWER/ RESOURCE DIRECTOR	4779	4779	4779	4779	4779	4779	4779	4779	6191
PUBL FACIL/CI/GIS DIRECTOR	4599	4599	4599	4599	4599	4599	4599	4599	6385
ST/TRANS/RECYCLING SUPT	4599	4599	4599	4599	4599	4599	4599	4599	6385
ASST CHIEF OF POLICE	4521	4521	4521	4521	4521	4521	4521	4521	5617
PARKS/REC/CEM DIRECTOR	4126	4126	4126	4126	4126	4126	4126	4126	5197
LIBRARY DIRECTOR	4015	4015	4015	4015	4015	4015	4015	4015	4815

DEPUTY CLK/FIN/ASST. TREAS.	3898	3898	3898	3898	3898	3898	3898	3898	4571
ACCOUNTANT/BUDGET ADMINISTRATOR	3825	3825	3825	3825	3825	3825	3825	3825	4508
BLDG/ZONING/CODE ENFORCEMENT	3742	3742	3742	3742	3742	3742	3742	3742	4538
ASST LIB DIRECTOR	2947	2947	2947	2947	2947	2947	2947	2947	3677
ASSISTANT RECREATION DIRECTOR	2764	2764	2764	2764	2764	2764	2764	2764	3421
CIVIC CENTER MANAGER	2663	2663	2663	2663	2663	2663	2663	2663	3068
AGING SERV. COMM. ASSISTANT	1989	1989	1989	1989	1989	1989	1989	1989	2444

City of Seward, NE
Tuesday, February 17, 2015
Regular Session

Item G17

**CONSIDERATION OF REAL ESTATE OPTION AND ACCESS
AGREEMENT WITH PHYLLIS MAE AEGERTER - City Atty
Hoffschneider**

Staff Contact:

City of Seward, NE
Tuesday, February 17, 2015
Regular Session

Item G18

CAPITAL PROJECTS UPDATE - John Hughes

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

Staff Contact:

City Project Report 02/17/2015

1. Administration –
 - a) Continue to gather information for Wage Comparability Study
 - b) Review of Code Codification RFP submittals
 - c) Migrate City Hall Server replacement Feb 18 & 19
 - d) City Administrator application review process
2. CIP Projects -
 - a) New dual charging station at Muni Building
 - b) Delivery of Electric Cars for Lease Program
 - c) New (used) brush truck for Street & Electric departments
3. Building & Planning Department –
 - a) Meeting with RDG on Comprehensive Plan update, and Blight Study.
 - b) Downtown Fiber ring build out under construction
 - c) Nuisance Complaints – Seward Middle School drainage – Feb 18th response
4. Street Department –
 - a) Winter fish kill in Independence Landing pond postponed until spring by Game & Parks
 - b) Clean up and equipment repairs from storm event
5. Electric Department –
 - a) Install Electric car Charging Stations
 - b) LED Street light replacement vender selection
6. Water Department –
 - a) Working with CNG Contractors on new infrastructure for Old Middle School Property

City of Seward, NE
Tuesday, February 17, 2015
Regular Session

Item G19

**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, February 17, 2015
Regular Session

Item G20

**ANNOUNCEMENT OF UPCOMING EVENTS - Mayor
Eickmeier**

League of Nebraska Municipalities Mid-Winter Conference – February 23 & 24, 2015

Staff Contact:

City of Seward, NE
Tuesday, February 17, 2015
Regular Session

Item G21

MOTION TO ADJOURN

Staff Contact: