



CITY OF SEWARD
City Council
Regular Meeting
Agenda

Tuesday, May 17, 2022

7:00 PM

Municipal Building Council Chambers

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, May 17, 2022, in the Council Chambers, 142 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

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

ROLL CALL

CONSENT AGENDA

1. City Codes Director Report

CURRENT YEAR:

April

2022

| Permits | Quantity | Permit Fee | Valuation |
|----------------|-----------|--------------------|----------------------|
| NEW CONST. | 1 | \$ 2,158.70 | \$ 284,070.89 |
| REMODEL/ADDIT. | 11 | \$ 1,573.50 | \$ 395,637.36 |
| ACCESSORY | 11 | \$ 2,082.00 | \$ 23,301.00 |
| RELOCATE | 5 | \$ 250.00 | \$ 66,654.40 |
| ELECTRIC | | | |
| PLUMBING | 14 | \$ 915.00 | |
| MECHANICAL | 5 | \$ 740.00 | |
| SEWER TAP | 1 | \$ 250.00 | |
| WATER TAP | 1 | \$ 838.00 | |
| TEMP. ELEC. | 1 | \$ 50.00 | |
| ELECTRIC SER. | 1 | \$ 200.00 | |
| TOTALS | 51 | \$ 9,057.20 | \$ 769,663.65 |

LAST YEAR:

April

2021

| Permits | Quantity | Permit Fee | Valuation |
|----------------|-----------|---------------------|------------------------|
| NEW CONST. | 2 | \$ 3,969.00 | \$ 447,588.80 |
| REMODEL/ADDIT. | 9 | \$ 1,816.20 | \$ 581,909.03 |
| ACCESSORY | 20 | \$ 1,800.10 | \$ 86,178.28 |
| RELOCATE | 7 | \$ 300.00 | \$ 51,393.61 |
| ELECTRIC | | \$ - | \$ - |
| PLUMBING | 10 | \$ 935.00 | \$ - |
| MECHANICAL | 5 | \$ 1,050.00 | \$ - |
| SEWER TAP | 2 | \$ 500.00 | \$ - |
| WATER TAP | 2 | \$ 1,676.00 | \$ - |
| TEMP. ELEC. | 2 | \$ 100.00 | \$ - |
| ELECTRIC SER. | 2 | \$ 400.00 | \$ - |
| TOTALS | 61 | \$ 12,546.30 | \$ 1,167,069.72 |

YEAR TO DATE

January to December

2022

| Permits | Quantity | Permit Fee | Valuation |
|----------------|------------|---------------------|------------------------|
| NEW CONST. | 14 | \$ 36,549.49 | \$ 5,436,434.34 |
| REMODEL/ADDIT. | 22 | \$ 2,502.23 | \$ 586,931.05 |
| ACCESSORY | 54 | \$ 3,718.70 | \$ 174,493.00 |
| RELOCATE | 10 | \$ 500.00 | \$ 109,362.97 |
| ELECTRIC | | \$ - | \$ - |
| PLUMBING | 51 | \$ 4,175.00 | \$ - |
| MECHANICAL | 24 | \$ 2,025.00 | \$ - |
| SEWER TAP | 13 | \$ 3,250.00 | \$ - |
| WATER TAP | 13 | \$ 12,121.00 | \$ - |
| TEMP. ELEC. | 7 | \$ 350.00 | \$ - |
| ELECTRIC SER. | 13 | \$ 3,400.00 | \$ - |
| TOTALS | 221 | \$ 68,591.42 | \$ 6,307,221.36 |

YEAR TO DATE

January to December

2021

| Permits | Quantity | Permit Fee | Valuation |
|----------------|------------|---------------------|------------------------|
| NEW CONST. | 7 | \$ 12,275.10 | \$ 1,988,724.92 |
| REMODEL/ADDIT. | 20 | \$ 6,291.15 | \$ 1,882,090.46 |
| ACCESSORY | 47 | \$ 11,124.40 | \$ 416,626.07 |
| RELOCATE | 11 | \$ 629.50 | \$ 146,393.61 |
| ELECTRIC | | \$ - | \$ - |
| PLUMBING | 28 | \$ 2,784.00 | \$ - |
| MECHANICAL | 17 | \$ 2,160.00 | \$ - |
| SEWER TAP | 5 | \$ 1,250.00 | \$ - |
| WATER TAP | 5 | \$ 4,319.00 | \$ - |
| TEMP. ELEC. | 5 | \$ 250.00 | \$ - |
| ELECTRIC SER. | 5 | \$ 1,000.00 | \$ - |
| TOTALS | 150 | \$ 42,083.15 | \$ 4,433,835.06 |

OPEN Property Maintenance Code Violation Report

| | | | | | Updated 5-10-2022 |
|------------------|---|-----------|--|---------------|--|
| Property Address | Violation Type | Deadline | Owner Information | Delivery Type | Status |
| 2022 | | | | | |
| 1057 N 12 | Grass/Dirt | 5/18/2022 | Building Seward LLC | Phone Call | Shannon Arena (CSO) inspected the property. On 5-10-2022 he made contact with the owner who stated they hired tru green to mow the lots but they haven't been out. They will call them to come take care of the grass. The dirt will be left as is. |
| 1348 Fairlane | Trailer parked on the grass . Heavy commercial vehicles parked on residential street | 5/6/2022 | Gain Hobson 1348 Fairlane Ave | Phone Call | Shannon Arena (CSO) made contract with the owner. The owner is moving and everthing will be off the grass/street by this weekend. |
| 1313 W Hwy 34 | Concrete stem walls damaged due to fire, automotive pit to be filled, rebar sticking up, outdoor storage not allowed in zoning, vehicle storage not allowed in zoning | 6/13/2022 | Brian & Cindy Fehlhafer 1369 196th Rd Seward, NE 68434 | In Person | Site was cleaned up to comply with violations stated in the violation letter. The existing shed will be removed later in the summer, will follow up in 60 days |
| | | | | | Tim spoke with Brian and reminded him of the first notice violation and the required items to be remedied. Brian indicated he would comply. |
| 437 S 6th | inoperable vehicle | 3/14/2022 | Misty Wismer | Phone Call | Shannon Arenan (CSO) made contract 3-3-2022 with Misty Wismer regarding the car parked on the grass that is not licensed/registered. Arena informed Wismer she has until 3-14 to license the vehicle. This has been moved. |
| | Illegal Dumping | 3/9/2022 | Ed Schulz LLC | Phone Call | Shannon Arena (CSO) made contact on 3-1-2022 and she said they will get it cleaned up. As of 3-2-2022 all the bags were cleaned up. |
| 434 S 2nd | Fridge with door, weeds 3ft tall | 3/9/2022 | Stephen Storjohn | Phone Call | Shannon Arena (CSO) made contact with Stephen Storjohn. Storjohn stated there was a company that was supposed to come pick it up but they haven't yet. 3-2-2022 gave offical 7 day notice. CSO Arena reported as of 3-8-22, the fridge has not moved. 3-24-22 the fridge is moved. |

OPEN Property Maintenance Code Violation Report

| | | | | | |
|----------------|---|-----------------------|---|-----------------------------|--|
| 416 N 1st | inoperable vehicle | 3/4/2022 | Rudolph Nuttleman | Phone Call | Shannon Arena (CSO) made contact with Sandra Nuttleman. She stated it was a previous tenants car. On 2-24-22, Arena made contact again and gave Nuttleman till March 4 to have the vehicle removed. CSO Arena reported the car is being picked up by a non-profit out of york by the weekend of 3-12-22. |
| 929 Main St | No building permit, building built to non code compliant | 3/11/2022 | Craig Kubicek 7811 S 26th St Lincoln, NE 68512 | In Person Certified Mail | Shannon Arena (CSO) will make contact with the renter and a certified letter will be mailed to the owner. |
| 1115 N Coumbia | Protective treatment, decayed siding, soffits and facsias, decayed roof | 4/15/2022 | Lori Canning 1115 N Columbia Seward, NE 68434 | In Person | Notice and Orders letter will be hand delivered Monday 2/14/2022 |
| 524 S 3rd St | Bedroom windows not operable, bath floor rotted, no ventilation in bath | 4/1/2022 | Barbara Osborne 903 406th Rd Beaver Crossing, NE 68313-9434 | Phone | Barbara called and is in the process of lining up a contractor and getting windows ordered. |
| | | 3/11/2022 | | Certified mail | Notice and Orders certified letter mailed 2-10-2022 |
| rd St | Suspected gas leak reported | Immediate 2/1/2022 | Kent Russel 1240 Longwood Dr. Seward, NE 68434 | In Person | Tim Contacted Black Hills Energy and they are sending out a tech immediately to investigate. Black Hills Energy notified the building department that Lee's Refrigeration was called and was working on replacing some piping to solve the problem. No gas leak was detected. |
| 444 Hillcrest | No permit for fowl and chickens | | Jonathon Moberly/Jennifer Freund | | The permit was submitted to City Hall for approval and lacked a single neighbor signature. They were instructed to go back and get the final signature. Per email from City Administrator Greg Butcher, this is approved. |
| | | 3/11/2022 | | in Person | Notice and Orders was hand delivered on 2-9-2022 giving them 30 days to comply. |
| | | 2/8/2022 | | | Shannon Arena (CSO) made contact with Jennifer, gave her the permit and ordinance. Informed her she has 7 business days. She said she would begin working on it. As of 2-8-2022, the owners have not turned in the required documentation for permit. |

OPEN Property Maintenance Code Violation Report

| | | | | | |
|------------------------|---|-----------|----------------|----------------------------|--|
| 111 Plumcreek Ln | Rubbish and trash throughout the yard and deck area | 1/10/2022 | Della Hartmann | In Person/Phone call | Tenant cleaned area and disposed of trash. |
| | | | | | Shannon Arena (CSO) attempted contact and nobody answered the door. Shannon phoned the owner (Della) who does not live on site and she said she would get ahold of the tenant and have him clean it up. Shannon will follow up Monday 1-10 |

2. City Treasurer Report

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 4/30/2022

Page 8 of 29

| Receipt# Safekeeping Location | CUSIP | ASC 320 | Description Maturity Prerfund | Pool/Type Coupon | Moody S&P | Original Face Pledged Percent | Pledged | | | |
|----------------------------------|-----------|---------|---|---------------------|--------------|----------------------------------|---------------|------------|------------|--------------|
| | | | | | | | Original Face | Par | Book Value | Market Value |
| COMM: COMMERCE BANK | 803770SC1 | AFS | SARPY CO SD #37-B-REF NE 31 06/15/31 06/15/22 @ 100.00 | 3.00 | AA- | 250,000.00 100.00% | 250,000.00 | 250,000.00 | 250,000.00 | 250,682.50 |
| COMM: COMMERCE BANK | 25933EDH8 | AFS | DOUGLAS CO SID #473 NE 37 11/15/37 | 4.40 | | 250,000.00 100.00% | 250,000.00 | 250,000.00 | 250,000.00 | 252,427.50 |
| COMM: COMMERCE BANK | 810183AZ6 | AFS | SCOTTS BLUFF SD #32 NE 24 06/15/24 | 2.50 | | 250,000.00 100.00% | 250,000.00 | 250,000.00 | 250,000.00 | 250,295.00 |
| COMM: COMMERCE BANK | 164543BF6 | AFS | CHERRY CO NE 40 12/15/40 | 3.00 | Aa3 | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 204,510.17 | 202,598.00 |
| COMM: COMMERCE BANK | 256449BC2 | AFS | DODGE SD #595-QSCB NE 25 12/15/25 | 6.00 | | 300,000.00 100.00% | 300,000.00 | 300,000.00 | 300,000.00 | 300,522.00 |
| COMM: COMMERCE BANK | 148006EZ8 | AFS | CASS CO SD #1 NE 26 12/15/26 | 2.35 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 200,086.00 |
| COMM: COMMERCE BANK | 25933AFG6 | AFS | DOUGLAS SID #492-REF NE 28 08/15/28 | 3.20 | | 175,000.00 100.00% | 175,000.00 | 175,000.00 | 175,000.00 | 173,239.50 |
| COMM: COMMERCE BANK | 80373YCT1 | AFS | SARPY CO SID #158-REF NE 29 11/15/29 | 3.10 | | 155,000.00 100.00% | 155,000.00 | 155,000.00 | 155,000.00 | 155,024.80 |
| COMM: COMMERCE BANK | 486890X92 | AFS | KEARNEY NE 30 10/15/30 | 2.60 | A+ | 150,000.00 100.00% | 150,000.00 | 150,000.00 | 150,000.00 | 145,573.50 |
| COMM: COMMERCE BANK | 0792124W3 | AFS | BELLEVUE-REF NE 30 12/15/30 | 3.10 | | 250,000.00 100.00% | 250,000.00 | 250,000.00 | 250,000.00 | 250,640.00 |
| COMM: COMMERCE BANK | 751265RA9 | AFS | RALSTON-VEHICLE NE 32 06/01/32 | 3.70 | | 300,000.00 100.00% | 300,000.00 | 300,000.00 | 300,000.00 | 300,246.00 |
| COMM: COMMERCE BANK | 661615UB8 | AFS | N PLATTE-REF NE 32 12/15/32 | 3.00 | A | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,660.95 | 200,138.00 |
| COMM: COMMERCE BANK | 698864HR9 | AFS | PAPILLION MUNI FACS NE 33 12/15/33 | 3.00 | Aa1 | 175,000.00 100.00% | 175,000.00 | 175,000.00 | 176,897.55 | 177,467.50 |

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 4/30/2022

| Receipt# Safekeeping Location | CUSIP Location | ASC 320 | Description Maturity Prerefund | Pool/Type Coupon | Moody S&P | Original Face Pledged Percent | Pledged | | | |
|----------------------------------|-------------------|---|-----------------------------------|---------------------|-----------------------|----------------------------------|---------------|------------|------------|--------------|
| | | | | | | | Original Face | Par | Book Value | Market Value |
| 818468BN9 COMM: COMMERCE BANK | AFS | SEWARD-REF NE 33 12/15/33 | 2.35 | AA | 400,000.00 100.00% | 400,000.00 | 400,000.00 | 400,000.00 | 351,268.00 | |
| 943776KA1 COMM: COMMERCE BANK | AFS | WAVERLY NE 34 06/01/34 | 2.95 | | 335,000.00 100.00% | 335,000.00 | 335,000.00 | 335,000.00 | 309,687.40 | |
| 840372SX5 COMM: COMMERCE BANK | AFS | SOUTH SIOUX CITY-REF NE 36 08/01/36 | 2.20 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 157,764.00 | |
| 80378EDN2 COMM: COMMERCE BANK | AFS | SARPY SID #263-REF NE 36 09/15/36 | 3.80 | | 260,000.00 100.00% | 260,000.00 | 260,000.00 | 260,000.00 | 260,637.00 | |
| 68905WFK3 COMM: COMMERCE BANK | AFS | OTOE CO NE SD #501-B NE 36 12/15/36 | 1.70 | Aa3 | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 151,876.00 | |
| 803787DT4 COMM: COMMERCE BANK | AFS | SARPY CO SD#46 NE 36 12/15/36 | 2.00 | AA- | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 202,767.63 | 165,288.00 | |
| 80377XCV4 COMM: COMMERCE BANK | AFS | SARPY CO SID #190-REF NE 37 10/15/37 | 4.00 | | 205,000.00 100.00% | 205,000.00 | 205,000.00 | 205,000.00 | 206,797.85 | |
| 25929RCY9 COMM: COMMERCE BANK | AFS | DOUGLAS CO SID #485 NE 38 05/15/38 | 2.65 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 159,024.00 | |
| 25932EDK2 COMM: COMMERCE BANK | AFS | DOUGLAS CO SID #438 NE 38 08/15/38 | 4.20 | | 250,000.00 100.00% | 250,000.00 | 250,000.00 | 250,000.00 | 251,605.00 | |
| 80387LAP3 COMM: COMMERCE BANK | AFS | SARPY CO SAN & IMP DT NE 38 08/15/38 | 2.75 | | 290,000.00 100.00% | 290,000.00 | 290,000.00 | 290,000.00 | 227,238.20 | |
| 25936FBM3 COMM: COMMERCE BANK | AFS | DOUGLAS CO IMP DT#513 NE 38 10/15/38 | 2.70 | | 100,000.00 100.00% | 100,000.00 | 100,000.00 | 100,000.00 | 81,316.00 | |
| 25939HBX2 COMM: COMMERCE BANK | AFS | DOUGLAS CO SAN&IMP DT NE 3 11/15/38 | 2.90 | | 150,000.00 100.00% | 150,000.00 | 150,000.00 | 150,000.00 | 119,752.50 | |
| 72778PCU5 COMM: COMMERCE BANK | AFS | PLATTE CO SD #5 NE 38 12/15/38 | 2.00 | AA- | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,608.85 | 159,814.00 | |

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 4/30/2022

Page 10 of 29

| Receipt# Safekeeping Location | CUSIP | ASC 320 | Description Maturity Prerefund | Pool/Type Coupon | Moody S&P | Original Face Pledged Percent | Pledged | | | |
|----------------------------------|-----------|---------|---|---------------------|--------------|----------------------------------|---------------|------------|------------|--------------|
| | | | | | | | Original Face | Par | Book Value | Market Value |
| COMM: COMMERCE BANK | 25934MCK3 | AFS | DOUGLAS SID #531-REF NE 39 01/15/39 | 4.35 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 201,162.00 |
| COMM: COMMERCE BANK | 25936ECH6 | AFS | DOUGLAS CO SID #561 NE 39 01/15/39 | 4.35 | | 180,000.00 100.00% | 180,000.00 | 180,000.00 | 180,000.00 | 180,896.40 |
| COMM: COMMERCE BANK | 25930BEE3 | AFS | DOUGLAS CO SID #504 NE 39 08/15/39 | 3.40 | | 215,000.00 100.00% | 215,000.00 | 215,000.00 | 215,000.00 | 202,493.45 |
| COMM: COMMERCE BANK | 25931EGP9 | AFS | DOUGLAS CO SAN #503 NE 39 08/15/39 | 2.65 | | 225,000.00 100.00% | 225,000.00 | 225,000.00 | 225,000.00 | 174,051.00 |
| COMM: COMMERCE BANK | 80373XBC1 | AFS | SARPY CO SAN & IMPT NE 39 08/15/39 | 2.60 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 154,212.00 |
| COMM: COMMERCE BANK | 80373YDV5 | AFS | SARPY CO SID#158-REF NE 39 08/15/39 | 2.95 | | 190,000.00 100.00% | 190,000.00 | 190,000.00 | 190,000.00 | 152,055.10 |
| COMM: COMMERCE BANK | 80377BKB7 | AFS | SARPY CO SID #264-REF NE 39 10/15/39 | 2.55 | | 150,000.00 100.00% | 150,000.00 | 150,000.00 | 150,000.00 | 114,004.50 |
| COMM: COMMERCE BANK | 25931BEJ1 | AFS | DOUGLAS SID #507-REF NE 40 05/01/40 | 3.15 | | 185,000.00 100.00% | 185,000.00 | 185,000.00 | 185,000.00 | 149,870.35 |
| COMM: COMMERCE BANK | 25933VDM9 | AFS | DOUGLAS CO SD #559 NE 40 05/15/40 | 3.40 | | 175,000.00 100.00% | 175,000.00 | 175,000.00 | 175,000.00 | 168,129.50 |
| COMM: COMMERCE BANK | 25938TBK5 | AFS | DOUGLAS CO SAN & IMPT NE 40 06/01/40 | 2.85 | | 130,000.00 100.00% | 130,000.00 | 130,000.00 | 130,000.00 | 101,762.70 |
| COMM: COMMERCE BANK | 25930LDG7 | AFS | DOUGLAS CO NE SID#530 NE 40 09/15/40 | 3.00 | | 150,000.00 100.00% | 150,000.00 | 150,000.00 | 150,000.00 | 128,140.50 |
| COMM: COMMERCE BANK | 25933EEG9 | AFS | DOUGLAS CO SAN & IMPT NE 40 11/15/40 | 3.15 | | 190,000.00 100.00% | 190,000.00 | 190,000.00 | 190,000.00 | 161,108.60 |
| COMM: COMMERCE BANK | 617775EV9 | AFS | MORRILL CO NE 41 06/15/41 | 2.25 | | 240,000.00 100.00% | 240,000.00 | 240,000.00 | 240,000.00 | 181,332.00 |

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 4/30/2022

| Receipt# Safekeeping Location | CUSIP | ASC 320 | Description Maturity Prerefund | Pool/Type Coupon | Moody S&P | Original Face Pledged Percent | Pledged | | | |
|--|-------|---------|---|---------------------|--------------|----------------------------------|----------------------|----------------------|----------------------|---------------------|
| | | | | | | | Original Face | Par | Book Value | Market Value |
| 25939LDA1 COMM: COMMERCE BANK | AFS | | DOUGLAS CO SID #567 NE 41 07/15/41 | 2.75 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 151,366.00 |
| 25930LDN2 COMM: COMMERCE BANK | AFS | | DOUGLAS CO SAN #530 NE 41 08/15/41 | 2.85 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 151,584.00 |
| 80379QBT3 COMM: COMMERCE BANK | AFS | | SARPY CO NE SAN-REF NE 41 08/15/41 | 2.75 | | 255,000.00 100.00% | 255,000.00 | 255,000.00 | 255,000.00 | 196,074.60 |
| 80387LAS7 COMM: COMMERCE BANK | AFS | | SARPY CO SAN & IMP DT NE 41 08/15/41 | 2.90 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 153,844.00 |
| 25938MDE2 COMM: COMMERCE BANK | AFS | | DOUGLAS CO SAN & IMPT NE 41 09/01/41 | 2.80 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 149,530.00 |
| 25933EFW3 COMM: COMMERCE BANK | AFS | | DOUGLAS CO NE SAN-B NE 41 09/15/41 | 2.85 | | 235,000.00 100.00% | 235,000.00 | 235,000.00 | 235,000.00 | 176,842.20 |
| 25931XDM7 COMM: COMMERCE BANK | AFS | | DOUGLAS CO SID #557 NE 41 11/15/41 | 2.80 | | 165,000.00 100.00% | 165,000.00 | 165,000.00 | 165,000.00 | 127,281.00 |
| 25940MAR2 COMM: COMMERCE BANK | AFS | | DOUGLAS CNTY NE SAN & NE 4 11/15/41 | 2.75 | | 125,000.00 100.00% | 125,000.00 | 125,000.00 | 125,000.00 | 98,713.75 |
| 119483EL5 COMM: COMMERCE BANK | AFS | | BUFFALO CO SD #0009 NE 41 12/15/41 | 2.00 | A1 | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 193,663.08 | 144,732.00 |
| 25932XDN4 COMM: COMMERCE BANK | AFS | | DOUGLAS CO NE SID-REF NE 41 12/15/41 | 2.75 | | 250,000.00 100.00% | 250,000.00 | 250,000.00 | 250,000.00 | 194,005.00 |
| 25940KAS4 COMM: COMMERCE BANK | AFS | | SID DOUGLAS #596-REF NE 41 12/15/41 | 2.75 | | 275,000.00 100.00% | 275,000.00 | 275,000.00 | 275,000.00 | 212,687.75 |
| 3136AQUZ1 COMM: COMMERCE BANK | AFS | | FNR 2015-92 PA 12/25/41 | 2.50 | | 1,590,000.00 100.00% | 1,590,000.00 | 494,067.68 | 494,893.23 | 478,952.77 |
| 51 Securities Pledged To: 1010 - CITY TREASURER | | | | | | | 12,170,000.00 | 11,074,067.68 | 11,079,001.46 | 9,765,839.42 |

CASH IN BANK \$9,592,305.82

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

Pledged Securities Detail
April 30, 2022

Report Sequence: sgrp, CUSIP, Ticket

| SGrp STyp Loc/PI | CUSIP Description S&P | Rate Moody | Ticket-P# State | Call Type Next Call Dt Call Price | Maturity Dt Issue Dt Intent | Total Face Total Par | Pledge Values | | | |
|-------------------------------------|-----------------------------|---------------|--------------------|---|-----------------------------------|-------------------------|----------------------------|-------------------------|--------------------------------|----------------------------------|
| | | | | | | | Pledged Face % of Total | Par Value Book Value | Carrying Value Interest Rec | Market Value Collateral Value |
| PLEDGEE: CITY OF SEWARD (02) | | | | | | | | | | |
| CMO | 3137AWU78 | 1.250 | 185157011-1 | | 12/15/2027 | | | | | |
| FHR | FHR 4145 AC | | | | 12/1/2012 | 1,500,000.00 | 1,500,000.00 | 88,792.82 | 85,237.16 | 85,237.16 |
| D02/02 | | | | | AFS | 88,792.82 | 100.00% | 88,347.16 | 92.49 | 85,329.65 |
| CMO | 3137B0NV2 | 1.500 | 185157163-1 | | 9/15/2025 | | | | | |
| FHR | FHR 4176 EC | | | | 3/1/2013 | 2,000,000.00 | 2,000,000.00 | 96,393.14 | 94,700.05 | 94,700.05 |
| D02/02 | | | | | AFS | 96,393.14 | 100.00% | 96,090.16 | 120.49 | 94,820.54 |
| GNMA | 36176W2B6 | 4.000 | 185168920-1 | | 12/15/2026 | | | | | |
| GNMA | GNMA POOL 778670 | | | | 12/1/2011 | 560,000.00 | 560,000.00 | 40,474.90 | 41,751.29 | 41,751.29 |
| D02/02 | | | | | AFS | 40,474.90 | 100.00% | 41,620.03 | 134.92 | 41,886.21 |
| GNMA | 36202ERL5 | 5.000 | 185171012-1 | | 3/20/2023 | | | | | |
| GNM2 | GNMA2 POOL 4091 | | | | 3/1/2008 | 500,000.00 | 500,000.00 | 4,101.11 | 4,127.59 | 4,127.59 |
| D02/02 | | | | | AFS | 4,101.11 | 100.00% | 4,128.79 | 17.09 | 4,144.68 |
| GNMA | 3620A9QG9 | 3.500 | 185171527-1 | | 9/15/2024 | | | | | |
| GNMA | GNMA POOL 723255 | | | | 9/1/2009 | 750,000.00 | 750,000.00 | 21,612.75 | 21,393.30 | 21,393.30 |
| D02/02 | | | | | AFS | 21,612.75 | 100.00% | 21,985.76 | 63.04 | 21,456.34 |
| GNMA | 3620ARB59 | 3.500 | 185171588-1 | | 5/15/2025 | | | | | |
| GNMA | GNMA POOL 737260 | | | | 5/1/2010 | 1,000,000.00 | 1,000,000.00 | 41,948.38 | 41,993.36 | 41,993.36 |
| D02/02 | | | | | AFS | 41,948.38 | 100.00% | 42,500.38 | 122.35 | 42,115.71 |
| MBS | 3128MDW74 | 3.500 | 177039340-1 | | 12/1/2028 | | | | | |
| FGLM | FHLMC POOL G14970 | | | | 12/1/2013 | 1,450,000.00 | 1,450,000.00 | 256,267.66 | 256,764.08 | 256,764.08 |
| D02/02 | | | | | AFS | 256,267.66 | 100.00% | 269,545.09 | 747.45 | 257,511.53 |
| MBS | 3128MEHL8 | 5.000 | 185145155-1 | | 11/1/2024 | | | | | |
| FGLM | FHLMC POOL G15435 | | | | 5/1/2015 | 557,000.00 | 557,000.00 | 121.18 | 122.23 | 122.23 |
| D02/02 | | | | | AFS | 121.18 | 100.00% | 123.12 | 0.50 | 122.73 |
| MBS | 3128MMLQ4 | 4.500 | 185145399-1 | | 12/1/2024 | | | | | |
| FGLM | FHLMC POOL G18334 | | | | 12/1/2009 | 1,015,000.00 | 1,015,000.00 | 14,214.75 | 14,561.17 | 14,561.17 |
| D02/02 | | | | | AFS | 14,214.75 | 100.00% | 14,407.62 | 53.31 | 14,614.48 |
| MBS | 3128PNBR8 | 4.000 | 185147186-1 | | 7/1/2024 | | | | | |
| FGLM | FHLMC POOL J09948 | | | | 6/1/2009 | 1,300,000.00 | 1,300,000.00 | 15,633.87 | 16,156.19 | 16,156.19 |
| D02/02 | | | | | AFS | 15,633.87 | 100.00% | 15,898.86 | 52.11 | 16,208.30 |

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

Pledged Securities Detail
April 30, 2022

Report Sequence: sgrp, CUSIP, Ticket

| SGrp STyp Loc/PI | CUSIP Description S&P | Rate | | Ticket-P# | Call Type Next Call Dt Call Price | Maturity Dt Issue Dt Intent | Total Face Total Par | Pledge Values | | | |
|------------------------|-----------------------------|-------|-------|-------------|---|-----------------------------------|-------------------------|----------------------------|-------------------------|--------------------------------|----------------------------------|
| | | Moody | State | | | | | Pledged Face % of Total | Par Value Book Value | Carrying Value Interest Rec | Market Value Collateral Value |
| MBS | 3128PQ4E8 | 4.500 | | 185147195-1 | | 2/1/2025 | | | | | |
| FGLM | FHLMC POOL J11721 | | | | | 2/1/2010 | 1,200,000.00 | 1,200,000.00 | 19,765.78 | 20,112.67 | 20,112.67 |
| D02/02 | | | | | | AFS | 19,765.78 | 100.00% | 20,231.45 | 74.12 | 20,186.79 |
| MBS | 3128Q0GL5 | 4.000 | | 185147609-1 | | 5/1/2027 | | | | | |
| FGLM | FHLMC POOL J19203 | | | | | 5/1/2012 | 425,000.00 | 425,000.00 | 31,165.67 | 32,378.55 | 32,378.55 |
| D02/02 | | | | | | AFS | 31,165.67 | 100.00% | 32,271.07 | 103.89 | 32,482.44 |
| MBS | 31335HUG6 | 6.000 | | 185150272-1 | | 10/1/2022 | | | | | |
| FGLM | FHLMC POOL C90583 | | | | | 10/1/2002 | 700,000.00 | 700,000.00 | 181.78 | 176.92 | 176.92 |
| D02/02 | | | | | | AFS | 181.78 | 100.00% | 181.87 | 0.91 | 177.83 |
| MBS | 31335HYR8 | 5.500 | | 185150298-1 | | 10/1/2023 | | | | | |
| FGLM | FHLMC POOL C90720 | | | | | 10/1/2003 | 3,250,000.00 | 3,250,000.00 | 11,943.26 | 11,846.51 | 11,846.51 |
| D02/02 | | | | | | AFS | 11,943.26 | 100.00% | 12,121.75 | 54.74 | 11,901.25 |
| MBS | 31371LQY8 | 5.000 | | 185155978-1 | | 6/1/2024 | | | | | |
| FNMA | FNMA POOL 255271 | | | | | 5/1/2004 | 500,000.00 | 500,000.00 | 3,026.37 | 3,138.29 | 3,138.29 |
| D02/02 | | | | | | AFS | 3,026.37 | 100.00% | 3,019.27 | 12.61 | 3,150.90 |
| MBS | 31371NJQ9 | 6.500 | | 185156082-1 | | 8/1/2022 | | | | | |
| FNMA | FNMA POOL 256871 | | | | | 7/1/2007 | 1,100,000.00 | 1,100,000.00 | 411.63 | 403.27 | 403.27 |
| D02/02 | | | | | | AFS | 411.63 | 100.00% | 412.98 | 2.23 | 405.50 |
| MBS | 31375HAP9 | 2.296 | | 185156211-1 | | 2/1/2026 | | | | | |
| FNMV | FNMA ARM POOL 334914 | | | | | 1/1/1996 | 1,000,000.00 | 1,000,000.00 | 619.50 | 615.18 | 615.18 |
| D02/02 | | | | | | AFS | 619.50 | 100.00% | 621.07 | 1.19 | 616.37 |
| MBS | 3138AMK38 | 4.500 | | 185159473-1 | | 7/1/2026 | | | | | |
| FNMA | FNMA POOL AI7513 | | | | | 7/1/2011 | 500,000.00 | 500,000.00 | 39,119.95 | 39,879.58 | 39,879.58 |
| D02/02 | | | | | | AFS | 39,119.95 | 100.00% | 40,187.99 | 146.70 | 40,026.28 |
| MBS | 3138EJLQ9 | 4.000 | | 185159924-1 | | 7/1/2027 | | | | | |
| FNMA | FNMA POOL AL2134 | | | | | 7/1/2012 | 443,000.00 | 443,000.00 | 38,512.60 | 39,134.08 | 39,134.08 |
| D02/02 | | | | | | AFS | 38,512.60 | 100.00% | 39,717.40 | 128.38 | 39,262.46 |
| MBS | 3138EKRM9 | 3.500 | | 185160071-1 | | 2/1/2028 | | | | | |
| FNMA | FNMA POOL AL3191 | | | | | 2/1/2013 | 500,000.00 | 500,000.00 | 48,958.99 | 49,081.50 | 49,081.50 |
| D02/02 | | | | | | AFS | 48,958.99 | 100.00% | 50,460.47 | 142.80 | 49,224.30 |
| MBS | 3138EKVV4 | 2.500 | | 185160087-1 | | 4/1/2023 | | | | | |
| FNMA | FNMA POOL AL3327 | | | | | 3/1/2013 | 525,000.00 | 525,000.00 | 7,456.12 | 7,140.49 | 7,140.49 |
| D02/02 | | | | | | AFS | 7,456.12 | 100.00% | 7,471.46 | 15.53 | 7,156.02 |

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

Pledged Securities Detail
April 30, 2022

Report Sequence: sgrp, CUSIP, Ticket

| SGrp STyp Loc/PI | CUSIP Description S&P | Rate | | Ticket-P# | Call Type Next Call Dt Call Price | Maturity Dt Issue Dt Intent | Total Face Total Par | Pledge Values | | | |
|------------------------|-----------------------------|-------|-------|-------------|---|-----------------------------------|-------------------------|----------------------------|-------------------------|--------------------------------|----------------------------------|
| | | Moody | State | | | | | Pledged Face % of Total | Par Value Book Value | Carrying Value Interest Rec | Market Value Collateral Value |
| MBS | 3138EKX75 | 5.500 | | 177039339-1 | | 2/1/2034 | | | | | |
| FNMA | FNMA POOL AL3401 | | | | | 3/1/2013 | 2,000,000.00 | 2,000,000.00 | 339,237.42 | 370,129.41 | 370,129.41 |
| D02/02 | | | | | | AFS | 339,237.42 | 100.00% | 380,691.49 | 1,554.84 | 371,684.25 |
| MBS | 3138EKXJ9 | 5.500 | | 177039338-1 | | 1/1/2034 | | | | | |
| FNMA | FNMA POOL AL3380 | | | | | 3/1/2013 | 2,000,000.00 | 2,000,000.00 | 288,771.38 | 315,056.11 | 315,056.11 |
| D02/02 | | | | | | AFS | 288,771.38 | 100.00% | 322,465.30 | 1,323.54 | 316,379.65 |
| MBS | 3138ELYF4 | 4.000 | | 185160221-1 | | 10/1/2028 | | | | | |
| FNMA | FNMA POOL AL4309 | | | | | 10/1/2013 | 1,000,000.00 | 1,000,000.00 | 95,120.45 | 97,443.13 | 97,443.13 |
| D02/02 | | | | | | AFS | 95,120.45 | 100.00% | 98,385.53 | 317.07 | 97,760.20 |
| MBS | 3138EMCY5 | 4.000 | | 185160242-1 | | 2/1/2027 | | | | | |
| FNMA | FNMA POOL AL4586 | | | | | 12/1/2013 | 575,000.00 | 575,000.00 | 41,434.73 | 42,266.51 | 42,266.51 |
| D02/02 | | | | | | AFS | 41,434.73 | 100.00% | 42,787.43 | 138.12 | 42,404.63 |
| MBS | 3138EMPD7 | 3.500 | | 184006560-1 | | 3/1/2029 | | | | | |
| FNMA | FNMA POOL AL4919 | | | | | 2/1/2014 | 2,000,000.00 | 631,641.94 | 114,140.50 | 114,197.01 | 114,197.01 |
| D02/02 | | | | | | AFS | 361,408.86 | 31.58% | 120,021.56 | 332.91 | 114,529.92 |
| MBS | 3138EQ5H1 | 3.500 | | 176002956-1 | | 11/1/2030 | | | | | |
| FNMA | FNMA POOL AL8047 | | | | | 1/1/2016 | 1,050,000.00 | 1,050,000.00 | 317,610.46 | 319,575.30 | 319,575.30 |
| D02/02 | | | | | | AFS | 317,610.46 | 100.00% | 337,575.61 | 926.36 | 320,501.66 |
| MBS | 3138WDU82 | 3.000 | | 178000698-1 | | 1/1/2030 | | | | | |
| FNMA | FNMA POOL AS4206 | | | | | 12/1/2014 | 1,160,000.00 | 1,160,000.00 | 191,803.09 | 188,373.32 | 188,373.32 |
| D02/02 | | | | | | AFS | 191,803.09 | 100.00% | 200,666.28 | 479.51 | 188,852.83 |
| MBS | 3140J5EA3 | 2.500 | | 177039342-1 | | 12/1/2029 | | | | | |
| FNMA | FNMA POOL BM1028 | | | | | 3/1/2017 | 1,750,000.00 | 1,750,000.00 | 398,830.67 | 383,362.39 | 383,362.39 |
| D02/02 | | | | | | AFS | 398,830.67 | 100.00% | 409,279.65 | 830.90 | 384,193.29 |
| MBS | 3140J5EA3 | 2.500 | | 185164038-1 | | 12/1/2029 | | | | | |
| FNMA | FNMA POOL BM1028 | | | | | 3/1/2017 | 300,000.00 | 300,000.00 | 68,370.97 | 65,719.27 | 65,719.27 |
| D02/02 | | | | | | AFS | 68,370.97 | 100.00% | 68,613.58 | 142.44 | 65,861.71 |
| MBS | 3140QGJ99 | 2.500 | | 177034617-1 | | 12/1/2035 | | | | | |
| FNMA | FNMA POOL CA8387 | | | | | 12/1/2020 | 500,000.00 | 500,000.00 | 414,189.28 | 396,248.55 | 396,248.55 |
| D02/02 | | | | | | AFS | 414,189.28 | 100.00% | 436,233.59 | 862.89 | 397,111.44 |
| MBS | 3140X9CH6 | 2.500 | | 199000173-1 | | 12/1/2035 | | | | | |
| FNMA | FNMA POOL FM5471 | | | | | 12/1/2020 | 465,000.00 | 465,000.00 | 379,093.93 | 362,708.04 | 362,708.04 |
| D02/02 | | | | | | AFS | 379,093.93 | 100.00% | 398,527.23 | 789.78 | 363,497.82 |

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

Pledged Securities Detail
April 30, 2022

Report Sequence: sgrp, CUSIP, Ticket

| SGrp STyp Loc/PI | CUSIP Description S&P | Rate | | Ticket-P# | Call Type Next Call Dt Call Price | Maturity Dt Issue Dt Intent | Total Face Total Par | Pledge Values | | | |
|------------------------|-----------------------------|-------|-------|-------------|---|-----------------------------------|-------------------------|----------------------------|-------------------------|--------------------------------|----------------------------------|
| | | Moody | State | | | | | Pledged Face % of Total | Par Value Book Value | Carrying Value Interest Rec | Market Value Collateral Value |
| MBS | 3140X9LK9 | 3.000 | | 177020855-1 | | 1/1/2041 | | | | | |
| FNMA | FNMA POOL FM5729 | | | | | 1/1/2021 | 500,000.00 | 500,000.00 | 319,739.48 | 304,574.57 | 304,574.57 |
| D02/02 | | | | | | AFS | 319,739.48 | 100.00% | 339,526.70 | 799.35 | 305,373.92 |
| MBS | 31412P2K6 | 4.500 | | 185164602-1 | | 7/1/2024 | | | | | |
| FNMA | FNMA POOL 931478 | | | | | 6/1/2009 | 2,900,000.00 | 2,900,000.00 | 32,007.50 | 32,801.23 | 32,801.23 |
| D02/02 | | | | | | AFS | 32,007.50 | 100.00% | 32,574.90 | 120.03 | 32,921.26 |
| MBS | 31417SAL4 | 4.500 | | 185165282-1 | | 10/1/2024 | | | | | |
| FNMA | FNMA POOL AC5410 | | | | | 10/1/2009 | 2,040,000.00 | 2,040,000.00 | 41,036.21 | 42,038.19 | 42,038.19 |
| D02/02 | | | | | | AFS | 41,036.21 | 100.00% | 41,879.48 | 153.89 | 42,192.08 |
| MBS | 31418AAC2 | 3.000 | | 185165786-1 | | 11/1/2026 | | | | | |
| FNMA | FNMA POOL MA0902 | | | | | 10/1/2011 | 1,000,000.00 | 1,000,000.00 | 41,259.60 | 40,055.90 | 40,055.90 |
| D02/02 | | | | | | AFS | 41,259.60 | 100.00% | 41,657.34 | 103.15 | 40,159.05 |
| MBS | 31418AKN7 | 3.000 | | 177011537-1 | | 10/1/2032 | | | | | |
| FNMA | FNMA POOL MA1200 | | | | | 9/1/2012 | 800,000.00 | 800,000.00 | 141,793.18 | 135,788.45 | 135,788.45 |
| D02/02 | | | | | | AFS | 141,793.18 | 100.00% | 149,424.13 | 354.48 | 136,142.93 |
| MBS | 31418AQY7 | 2.500 | | 185166318-1 | | 3/1/2023 | | | | | |
| FNMA | FNMA POOL MA1370 | | | | | 2/1/2013 | 500,000.00 | 500,000.00 | 7,513.25 | 7,195.82 | 7,195.82 |
| D02/02 | | | | | | AFS | 7,513.25 | 100.00% | 7,529.59 | 15.65 | 7,211.47 |
| MBS | 31418AVK1 | 3.000 | | 177039341-1 | | 7/1/2028 | | | | | |
| FNMA | FNMA POOL MA1517 | | | | | 6/1/2013 | 1,000,000.00 | 1,000,000.00 | 176,757.45 | 174,508.19 | 174,508.19 |
| D02/02 | | | | | | AFS | 176,757.45 | 100.00% | 181,719.48 | 441.89 | 174,950.08 |
| MBS | 31418AYS1 | 2.500 | | 185166625-1 | | 10/1/2023 | | | | | |
| FNMA | FNMA POOL MA1620 | | | | | 9/1/2013 | 587,000.00 | 587,000.00 | 19,030.63 | 18,225.95 | 18,225.95 |
| D02/02 | | | | | | AFS | 19,030.63 | 100.00% | 19,097.07 | 39.65 | 18,265.60 |
| MBS | 31418B5R3 | 4.000 | | 177020853-1 | | 6/1/2036 | | | | | |
| FNMA | FNMA POOL MA2655 | | | | | 5/1/2016 | 410,000.00 | 410,000.00 | 107,895.59 | 108,171.78 | 108,171.78 |
| D02/02 | | | | | | AFS | 107,895.59 | 100.00% | 115,775.90 | 359.65 | 108,531.43 |
| MBS | 31418DT77 | 2.000 | | 177023307-1 | | 11/1/2030 | | | | | |
| FNMA | FNMA POOL MA4173 | | | | | 10/1/2020 | 771,122.00 | 771,122.00 | 513,521.03 | 490,277.55 | 490,277.55 |
| D02/02 | | | | | | AFS | 513,521.03 | 100.00% | 531,022.61 | 855.87 | 491,133.42 |
| MBS | 31418DZ96 | 1.500 | | 184010674-1 | | 6/1/2031 | | | | | |
| FNMA | FNMA POOL MA4367 | | | | | 5/1/2021 | 500,000.00 | 500,000.00 | 426,669.13 | 390,757.83 | 390,757.83 |
| D02/02 | | | | | | AFS | 426,669.13 | 100.00% | 435,357.81 | 533.34 | 391,291.17 |

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

Pledged Securities Detail
April 30, 2022

Report Sequence: sgrp, CUSIP, Ticket

| SGrp STyp Loc/Pl | CUSIP Description S&P | Rate Moody | State | Ticket-P# | Call Type Next Call Dt Call Price | Maturity Dt Issue Dt Intent | Total Face Total Par | Pledge Values | | |
|------------------------|---|---------------|-------|-------------|---|-----------------------------------|--------------------------|----------------------------|--------------------------|--------------------------------|
| | | | | | | | | Pledged Face % of Total | Par Value Book Value | Carrying Value Interest Rec |
| MUNI GO D02/02 | 25887CAZ1 DOUGLAS CNTY NEB S&I #540 | 2.250 | NE | 177039343-1 | Cont 1/1/2027 100.000 | 1/1/2034 1/5/2022 AFS | 120,000.00 120,000.00 | 120,000.00 100.00% | 120,000.00 101,649.60 | 101,649.60 102,519.60 |
| MUNI GO D02/02 | 259290EB6 DOUGLAS CNTY NE SAN & IMPT DIS | 3.100 | NE | 185142828-1 | Cont 5/1/2022 100.000 | 8/15/2030 6/15/2016 AFS | 150,000.00 150,000.00 | 150,000.00 100.00% | 150,000.00 142,648.50 | 142,648.50 143,630.17 |
| MUNI GO D02/02 | 259292CS7 DOUGLAS CNTY SAN IMPT DIST 427 | 2.700 | NE | 185142831-1 | Cont 11/15/2022 100.000 | 11/15/2026 11/15/2017 AFS | 280,000.00 280,000.00 | 280,000.00 100.00% | 280,000.00 271,132.40 | 271,132.40 274,618.40 |
| MUNI GO D02/02 | 259305DT4 DOUGLAS CNTY NEB S&I #499 | 2.500 | NE | 178003667-1 | Cont 3/1/2027 100.000 | 3/1/2036 3/1/2022 AFS | 150,000.00 150,000.00 | 150,000.00 100.00% | 150,000.00 129,885.00 | 129,885.00 130,510.00 |
| MUNI GO D02/02 | 25930TBJ6 DOUGLAS CNTY NEB SANI & #421 | 2.900 | NE | 184003054-1 | Cont 5/15/2025 100.000 | 11/15/2036 5/19/2020 AFS | 50,000.00 50,000.00 | 50,000.00 100.00% | 50,000.00 50,422.50 | 50,422.50 51,091.11 |
| MUNI GO D02/02 | 25931BEG7 DOUGLAS CNTY NEB SAN & IMPT DI | 2.750 | NE | 184010678-1 | Cont 5/1/2026 100.000 | 5/1/2035 5/3/2021 AFS | 175,000.00 175,000.00 | 175,000.00 100.00% | 175,000.00 143,566.50 | 143,566.50 145,972.75 |
| MUNI GO D02/02 | 25931LCN2 DOUGLAS CNTY NE SAN & IMPT | 2.700 | NE | 185142862-1 | Cont 5/1/2022 100.000 | 11/15/2028 11/15/2016 AFS | 170,000.00 170,000.00 | 170,000.00 100.00% | 170,000.00 161,823.00 | 161,823.00 163,939.50 |
| MUNI GO D02/02 | 25931VBN1 DOUGLAS CNTY NE SAN & IMPT | 3.500 | NE | 185142866-1 | Cont 7/15/2022 100.000 | 8/15/2032 7/27/2017 AFS | 50,000.00 50,000.00 | 50,000.00 100.00% | 50,000.00 47,716.00 | 47,716.00 48,085.44 |
| MUNI GO D02/02 | 25931VCF7 DOUGLAS CNTY NEB SAN #471 | 2.350 | NE | 177020849-1 | Cont 2/15/2026 100.000 | 8/15/2035 2/19/2021 AFS | 100,000.00 100,000.00 | 100,000.00 100.00% | 100,000.00 87,555.00 | 87,555.00 88,051.11 |
| MUNI GO D02/02 | 25933BEB6 DOUGLAS CNTY NEB SAN & IMPT DI | 3.000 | NE | 184003099-1 | Cont 5/15/2025 100.000 | 11/15/2035 5/19/2020 AFS | 150,000.00 150,000.00 | 150,000.00 100.00% | 150,000.00 148,840.50 | 148,840.50 150,915.50 |
| MUNI GO D02/02 | 25936RBY1 DOUGLAS CNTY NEB S&I #537 | 2.400 | NE | 177039345-1 | Cont 1/15/2027 100.000 | 1/15/2039 1/21/2022 AFS | 150,000.00 150,000.00 | 150,000.00 100.00% | 150,000.00 114,768.00 | 114,768.00 115,768.00 |

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Report Sequence: sgrp, CUSIP, Ticket

| SGrp STyp Loc/PI | CUSIP Description S&P | Rate Moody | Ticket-P# State | Call Type Next Call Dt Call Price | Maturity Dt Issue Dt Intent | Total Face Total Par | Pledge Values | | | |
|------------------------|---|---------------|--------------------|---|-----------------------------------|-------------------------|----------------------------|-------------------------|--------------------------------|----------------------------------|
| | | | | | | | Pledged Face % of Total | Par Value Book Value | Carrying Value Interest Rec | Market Value Collateral Value |
| MUNI REV D02/02 | 373807CE4 GERING NEB COMBINED UTILS REV | 1.850 | NE 184010461-1 | Cont 4/29/2026 | 12/15/2035 4/29/2021 | 100,000.00 | 100,000.00 | 100,000.00 | 84,236.00 | 84,236.00 |
| | | | | 100.000 | AFS | 100,000.00 | 100.00% | 100,000.00 | 698.89 | 84,934.89 |
| MUNI GO D02/02 | 406036HN6 HALL CNTY NE SCD #2 GRAND IS | 2.400 | NE 185176896-1 | Contin 5/1/2022 | 12/15/2024 2/9/2015 | 100,000.00 | 100,000.00 | 100,000.00 | 99,704.00 | 99,704.00 |
| | | | | 100.000 | AFS | 100,000.00 | 100.00% | 100,000.00 | 906.67 | 100,610.67 |
| MUNI GMCP D02/02 | 497593DJ9 KIRKWOOD CMNTY COLLEGE IOWA CT | 4.000 | IA 177032959-1 | Cont 6/1/2029 | 6/1/2034 3/23/2020 | 365,000.00 | 365,000.00 | 365,000.00 | 385,399.85 | 385,399.85 |
| | AA | | | 100.000 | AFS | 365,000.00 | 100.00% | 431,478.76 | 6,083.33 | 391,483.18 |
| MUNI GO D02/02 | 505318QS7 LA VISTA NE | 2.650 | NE 185179244-1 | Contin 5/1/2022 | 11/15/2024 12/31/2014 | 115,000.00 | 115,000.00 | 115,000.00 | 114,987.35 | 114,987.35 |
| | | | | 100.000 | AFS | 115,000.00 | 100.00% | 115,000.00 | 1,405.24 | 116,392.59 |
| MUNI REV D02/02 | 57973FDD8 MCCOOK NE PUBLIC PWR DIST | 3.150 | NE 185181069-1 | Contin 8/9/2022 | 12/15/2030 8/9/2017 | 100,000.00 | 100,000.00 | 100,000.00 | 98,486.00 | 98,486.00 |
| | | | | 100.000 | AFS | 100,000.00 | 100.00% | 100,000.00 | 1,190.00 | 99,676.00 |
| MUNI GO D02/02 | 652810G22 NEWTON IOWA | 3.000 | IA 182011996-1 | Cont 6/1/2029 | 6/1/2033 4/20/2022 | 185,000.00 | 185,000.00 | 185,000.00 | 190,967.40 | 190,967.40 |
| | AA | | | 100.000 | AFS | 185,000.00 | 100.00% | 190,967.40 | 169.58 | 191,136.98 |
| MUNI REV D02/02 | 71366VKE9 PERENNIAL PUB PWR DIST NEB ELE | 1.800 | NE 177020856-1 | Cont 2/17/2026 | 12/15/2036 2/17/2021 | 210,000.00 | 210,000.00 | 210,000.00 | 179,865.00 | 179,865.00 |
| | | | | 100.000 | AFS | 210,000.00 | 100.00% | 210,000.00 | 1,428.00 | 181,293.00 |
| MUNI GO D02/02 | 803766BG8 SARPY CNTY NE SAN & IMPT | 2.850 | NE 185187208-1 | Contin 4/15/2022 | 5/15/2022 7/1/2015 | 90,000.00 | 90,000.00 | 90,000.00 | 90,051.30 | 90,051.30 |
| | | | | 100.000 | AFS | 90,000.00 | 100.00% | 90,000.00 | 1,182.75 | 91,234.05 |
| MUNI GO D02/02 | 80376DCN7 SARPY CNTY NE SAN & IMPT DIST | 3.250 | NE 185187210-1 | Contin 5/1/2022 | 10/15/2023 10/15/2012 | 200,000.00 | 200,000.00 | 200,000.00 | 200,138.00 | 200,138.00 |
| | | | | 100.000 | AFS | 200,000.00 | 100.00% | 200,000.00 | 288.89 | 200,426.89 |
| MUNI GO D02/02 | 80376UBK6 SARPY CNTY NE SAN & IMPT DIST | 2.700 | NE 185187214-1 | Prerefn 7/15/2022 | 8/15/2026 7/15/2017 | 50,000.00 | 50,000.00 | 50,000.00 | 50,144.50 | 50,144.50 |
| | | | | 100.000 | AFS | 50,000.00 | 100.00% | 50,000.00 | 285.00 | 50,429.50 |
| MUNI GO D02/02 | 80377BKT8 SARPY CNTY NEB S&I DIST #264 | 2.350 | NE 184010680-1 | Cont 5/3/2026 | 8/15/2034 5/3/2021 | 180,000.00 | 180,000.00 | 180,000.00 | 154,033.20 | 154,033.20 |
| | | | | 100.000 | AFS | 180,000.00 | 100.00% | 180,000.00 | 893.00 | 154,926.20 |

Report reflects information submitted to VS Bond Accounting by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. See customer's Safekeeping Agent reports as needed.

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

Pledged Securities Detail
April 30, 2022

H231
Page 7 of 71

Report Sequence: sgrp, CUSIP, Ticket

| SGrp STyp Loc/PI | CUSIP Description S&P | Rate Moody | State | Ticket-P# | Call Type Next Call Dt Call Price | Maturity Dt Issue Dt Intent | Total Face Total Par | Pledge Values | | | |
|------------------------|--|---------------|-------|-------------|---|-----------------------------------|--------------------------|----------------------------|--------------------------|--------------------------------|----------------------------------|
| | | | | | | | | Pledged Face % of Total | Par Value Book Value | Carrying Value Interest Rec | Market Value Collateral Value |
| MUNI GO D02/02 | 80377TBE2 SARPY CNTY NE SAN & IMPT DIST | 2.800 | NE | 185187220-1 | Contin 5/1/2022 100.000 | 11/15/2028 11/15/2016 AFS | 85,000.00 85,000.00 | 85,000.00 100.00% | 85,000.00 85,000.00 | 81,390.90 1,097.44 | 81,390.90 82,488.34 |
| MUNI GO D02/02 | 80377TBF9 SARPY CNTY NE SAN & IMPT DIST | 2.900 | NE | 185187221-1 | Contin 5/1/2022 100.000 | 11/15/2029 11/15/2016 AFS | 85,000.00 85,000.00 | 85,000.00 100.00% | 85,000.00 85,000.00 | 81,846.50 1,136.64 | 81,846.50 82,983.14 |
| MUNI GO D02/02 | 80378TEW6 SARPY CNTY NE SAN & IMPT DIST | 3.850 | NE | 185187230-1 | Contin 4/15/2023 100.000 | 10/15/2033 4/15/2018 AFS | 85,000.00 85,000.00 | 85,000.00 100.00% | 85,000.00 85,000.00 | 83,092.60 145.44 | 83,092.60 83,238.04 |
| MUNI GO D02/02 | 80379AEF5 SARPY CNTY NEB SAN & IMPT #243 | 2.700 | NE | 177011631-1 | Cont 8/15/2025 100.000 | 8/15/2038 8/19/2020 AFS | 290,000.00 290,000.00 | 290,000.00 100.00% | 290,000.00 290,000.00 | 236,811.10 1,653.00 | 236,811.10 238,464.10 |
| MUNI GO D02/02 | 80379KEN6 SARPY CNTY NEB SAN & IMPT #272 | 2.300 | NE | 177018881-1 | Cont 12/15/2025 100.000 | 12/15/2034 1/11/2021 AFS | 50,000.00 50,000.00 | 50,000.00 100.00% | 50,000.00 50,000.00 | 41,243.00 434.44 | 41,243.00 41,677.44 |
| MUNI GO D02/02 | 818473FD7 SEWARD CNTY NE CENTENNIAL PUB A+ | 3.000 | NE | 185187536-1 | Prerefnd 7/27/2022 100.000 | 12/15/2031 7/27/2017 AFS | 250,000.00 250,000.00 | 250,000.00 100.00% | 250,000.00 250,105.62 | 250,990.00 2,833.33 | 250,990.00 253,823.33 |
| MUNI GO D02/02 | 81847ELJ3 SEWARD NE | 2.150 | NE | 185187544-1 | Contin 5/1/2022 100.000 | 12/15/2022 3/27/2012 AFS | 100,000.00 100,000.00 | 100,000.00 100.00% | 100,000.00 100,000.00 | 99,928.00 812.22 | 99,928.00 100,740.22 |
| MUNI GO D02/02 | 81847ELK0 SEWARD NE | 2.350 | NE | 185187545-1 | Contin 5/1/2022 100.000 | 12/15/2023 5/18/2012 AFS | 95,000.00 95,000.00 | 95,000.00 100.00% | 95,000.00 95,000.00 | 94,844.20 843.39 | 94,844.20 95,687.59 |
| MUNI REV D02/02 | 818480BF1 SEWARD NEB ARPT AUTH | 3.550 | NE | 185187553-1 | Contin 5/1/2022 100.000 | 1/15/2024 9/1/2011 AFS | 70,000.00 70,000.00 | 70,000.00 100.00% | 70,000.00 70,000.00 | 70,071.40 731.69 | 70,071.40 70,803.09 |
| MUNI REV D02/02 | 818483EQ8 SEWARD NE ELEC REV | 2.350 | NE | 185187554-1 | Contin 5/1/2022 100.000 | 2/15/2023 3/27/2012 AFS | 110,000.00 110,000.00 | 110,000.00 100.00% | 110,000.00 110,000.00 | 109,956.00 545.72 | 109,956.00 110,501.72 |
| MUNI REV D02/02 | 818483FG9 SEWARD NE ELEC REV | 2.450 | NE | 185187557-1 | Contin 5/1/2022 100.000 | 2/15/2028 6/15/2016 AFS | 150,000.00 150,000.00 | 150,000.00 100.00% | 150,000.00 150,000.00 | 144,619.50 775.83 | 144,619.50 145,395.33 |

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Report Sequence: sgrp, CUSIP, Ticket

| SGrp STyp Loc/PI | CUSIP Description S&P | Rate Moody | State | Ticket-P# | Call Type Next Call Dt Call Price | Maturity Dt Issue Dt Intent | Total Face Total Par | Pledge Values | | | |
|-------------------------|---|---------------|-------|-------------|---|-----------------------------------|--------------------------|----------------------------|--|--|--|
| | | | | | | | | Pledged Face % of Total | Par Value Book Value | Carrying Value Interest Rec | Market Value Collateral Value |
| MUNI GO D02/02 | 886094CD1 THURSTON CNTY NEB | 2.500 | NE | 184003102-1 | Cont 5/28/2025 100.000 | 12/15/2035 5/28/2020 AFS | 200,000.00 200,000.00 | 200,000.00 100.00% | 200,000.00 197,307.31 | 170,958.00 1,888.89 | 170,958.00 172,846.89 |
| TAX TAXGO D02/02 | 61778RBT8 MORRILL CNTY NEB SCH DIST #63 AA A3 | 1.937 | NE | 177020846-1 | Cont 12/1/2025 100.000 | 12/1/2031 2/25/2021 AFS | 210,000.00 210,000.00 | 210,000.00 100.00% | 210,000.00 210,000.00 | 174,993.00 1,694.88 | 174,993.00 176,687.88 |
| TAX TAXREV D02/02 | 68189TBA3 OMAHA NEB SPL OBLIG AA+ Aa3 | 6.400 | NE | 185184294-1 | | 2/1/2026 3/25/2008 AFS | 45,000.00 45,000.00 | 35,000.00 77.78% | 35,000.00 35,000.00 | 36,424.85 560.00 | 36,424.85 36,984.85 |
| TRSY NOTE D02/02 | 91282CDQ1 U.S. TREASURY NOTE AA+ Aaa | 1.250 | | 177038199-1 | | 12/31/2026 12/31/2021 AFS | 250,000.00 250,000.00 | 250,000.00 100.00% | 250,000.00 249,670.14 | 230,976.56 1,044.54 | 230,976.56 232,021.10 |
| CITY OF SEWARD | | | | | | | | 48,619,763.94 | 10,561,548.14 10,886,685.24 | 10,136,353.17 59,385.54 | 10,136,353.17 10,195,738.71 |

CASH IN BANK \$10,492,676.11

Report reflects information submitted to VS Bond Accounting by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. See customer's Safekeeping Agent reports as needed.

| TREASURER'S REPORT | | MONTH OF: APRIL 2022 | | | | |
|----------------------------------|-------------------|----------------------|------------|------------------|------------------|------------------|
| VARIANCE AT: 50.00% | | | | | | |
| DEPARTMENT | REVENUE | CURRENT YTD | | UNRECEIPTED | PREVIOUS YTD | DIFFERENCE |
| | BUDGET | REVENUE | VARIANCE | BALANCE | REVENUE | B/W BUDGET YEARS |
| ELECTRIC | 11,140,850 | 6,202,679 | 56% | 4,938,171 | 5,082,147 | 1,120,532 |
| ELEC BOND PYMT | | | | | | |
| WATER | 2,814,772 | 1,113,151 | 40% | 1,701,621 | 940,956 | 172,195 |
| WATER BOND PYMTS | | | | | | |
| WATER SINKING FUND | 20,000 | - 0 - | 0% | 20,000 | - 0 - | - 0 - |
| WASTEWATER TREATMENT | 1,621,264 | 1,085,031 | 67% | 536,233 | 871,772 | 213,259 |
| WWTW BOND PYMT | | | | | | |
| WWTW SINKING FUND | 15,000 | - 0 - | 0% | 15,000 | - 0 - | - 0 - |
| TOTAL BUSINESS-TYPE FUNDS | 15,611,886 | 8,400,861 | 54% | 7,211,025 | 6,894,874 | 1,505,986 |
| GENERAL (LESS DONATIONS) | | | | | | |
| DONATIONS | | | | | | |
| LEGAL | | | | | | |
| POLICE | 7,900 | 7,636 | 97% | 264 | 200,723 | (193,086) |
| E911 | | | | | | |
| POLICE EQUITABLE SHARING | 100,000 | - 0 - | 0% | 100,000 | - 0 - | - 0 - |
| STREET | 2,060,578 | 707,798 | 34% | 1,352,780 | 626,957 | 80,841 |
| STREET STP | 149,947 | 159,458 | 106% | (9,511) | 145,319 | 14,139 |
| DEBT SERVICE | 875,448 | 884,403 | 101% | (8,955) | 842,735 | 41,669 |
| RAIL CAMPUS | - 0 - | 1 | 0% | (1) | 696,773 | (696,772) |
| CDBG ECON. DEV. LOAN FUND | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| CDBG AFFORD HOUSING | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| CDBG RURAL ENTERPRISE ASST | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| CDBG RAIL SITE | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| CDBG DOWNTOWN REVITAL GRANT | 300,000 | 17,110 | 6% | 282,890 | 87,868 | (70,757) |
| BLDGS & GRDS (CITY HALL) | 36,000 | 21,000 | 58% | 15,000 | 18,000 | 3,000 |
| CIVIC CENTER | 266,671 | 69,212 | 26% | 197,459 | 92,152 | (22,940) |
| LIBRARY | 74,583 | 32,955 | 44% | 41,628 | 32,560 | 395 |
| LIBRARY MAINTENANCE FUND | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| PUBLIC PROPERTIES | 26,250 | 26,391 | 101% | (141) | 24,962 | 1,429 |
| CEMETERY | 50,000 | 38,650 | 77% | 11,350 | 28,275 | 10,375 |
| GOLF COURSE | 279,100 | 164,285 | 59% | 114,815 | 102,735 | 61,549 |
| NEW PARK DEVELOPMENT | 70 | 35 | 50% | 35 | 39 | (4) |
| NEW CEMETERY DEVELOPMENT | 180 | 105 | 58% | 75 | 118 | (13) |
| GUTHMAN TRUST - REGULAR | 260 | 181 | 70% | 79 | 182 | (1) |
| GUTHMAN TRUST - PAVING | 20 | 11 | 55% | 9 | 12 | (1) |
| PERPETUAL CARE - PRINCIPAL | 7,000 | 6,000 | 86% | 1,000 | 4,200 | 1,800 |
| PERPETUAL CARE - INTEREST | 220 | 132 | 60% | 88 | 140 | (8) |
| BLDGS & GRDS (OTHER) | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| BUILDING INSPECTION | 95,550 | 51,296 | 54% | 44,254 | 54,575 | (3,279) |
| FIRE (LESS DONATIONS) | 50,000 | 77 | 0% | 49,923 | - 0 - | 77 |
| FIRE DONATIONS | 100,000 | - 0 - | 0% | 100,000 | - 0 - | - 0 - |
| FIRE EQUIPMENT SINKING FUND | 62,800 | 543 | 1% | 62,257 | 1,424 | (881) |
| TREE BOARD | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| PLANNING COMMISSION | 5,100 | 12,256 | 240% | (7,156) | 2,998 | 9,258 |
| ENGINEER | 116,416 | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| DOWDING POOL (LESS DONATIONS) | 80,050 | 421 | 1% | 79,629 | 467 | (47) |
| POOL DONATIONS | 1,000 | - 0 - | 0% | 1,000 | - 0 - | - 0 - |
| CONCESSION STAND | 800 | - 0 - | 0% | 800 | - 0 - | - 0 - |
| SWIMMING LESSONS | 17,000 | - 0 - | 0% | 17,000 | - 0 - | - 0 - |
| RECREATION | 35,650 | 25,112 | 70% | 10,538 | 18,068 | 7,044 |
| SPORTS COMPLEX LIGHTS | 43 | 22 | 50% | 21 | 24 | (3) |
| SENIOR CENTER | 75,500 | 37,111 | 49% | 38,389 | 19,291 | 17,819 |
| SENIOR SHUTTLE | 3,239 | 1,664 | 51% | 1,575 | 311 | 1,353 |
| RECYCLING | 1,000 | 7,654 | 0% | (6,654) | 2,841 | 4,813 |
| ECONOMIC DEVELOPMENT | 278,595 | 147,225 | 53% | 131,370 | 117,396 | 29,829 |
| TAX INCREMENT FINANCING | 424,349 | 184,598 | 44% | 239,751 | 132,027 | 52,571 |
| GENERAL REVENUES | 4,724,139 | 1,359,338 | 29% | 3,364,801 | 1,157,325 | 202,013 |
| TOTAL GOVERNMENTAL FUNDS | 10,305,458 | 3,962,679 | 38% | 6,226,363 | 4,410,498 | (447,820) |
| (UNAUDITED) | | | | | | |

| TREASURER'S REPORT | MONTH OF: APRIL 2022 | | | | | |
|----------------------------------|----------------------|------------------|------------|-------------------|------------------|------------------|
| VARIANCE AT: 50.00% | | | | | | |
| DEPARTMENT | EXPENDITURES | CURRENT YTD | VARIANCE | UNEXPENDED | PREVIOUS YTD | DIFFERENCE |
| | BUDGET | EXPENDITURES | | BALANCE | EXPENDITURES | B/W BUDGET YEARS |
| ELECTRIC | 11,308,038 | 5,701,227 | 50% | 5,606,811 | 4,494,586 | 1,206,641 |
| ELEC BOND PYMT | 494,905 | 452,130 | 91% | 42,775 | 451,156 | 974 |
| WATER | 4,266,596 | 992,762 | 23% | 3,273,834 | 646,390 | 346,372 |
| WATER BOND PYMTS | 329,284 | 245,345 | 75% | 83,939 | 133,671 | 111,674 |
| WATER SINKING FUND | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| WASTEWATER TREATMENT | 2,456,620 | 1,091,567 | 44% | 1,365,053 | 525,872 | 565,695 |
| WWTW BOND PYMT | 290,258 | 12,479 | 4% | 277,779 | 38,938 | (26,459) |
| WWTW SINKING FUND | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| TOTAL BUSINESS-TYPE FUNDS | 19,145,701 | 8,495,510 | 44% | 10,650,191 | 6,290,613 | 2,204,897 |
| GENERAL (LESS DONATIONS) | 1,389,181 | 127,394 | 9% | 1,261,787 | 116,119 | 11,275 |
| DONATIONS | 100,000 | 3,068 | 3% | 96,932 | 10,678 | (7,610) |
| LEGAL | 71,963 | 40,312 | 56% | 31,651 | 37,430 | 2,882 |
| POLICE | 1,543,421 | 800,754 | 52% | 742,667 | 645,848 | 154,906 |
| E911 | 191,391 | 111,645 | 58% | 79,746 | 115,303 | (3,658) |
| POLICE EQUITABLE SHARING | 100,000 | 242 | 0% | 99,758 | 1,480 | (1,239) |
| STREET | 3,710,579 | 1,597,911 | 43% | 2,112,668 | 1,044,392 | 553,519 |
| STP FUNDS | 149,944 | 154,462 | 103% | (4,518) | 145,318 | 9,145 |
| DEBT SERVICE | 1,073,948 | 1,006,522 | 94% | 67,426 | 456,282 | 550,240 |
| RAIL CAMPUS | 15,500 | 325 | 2% | 15,175 | 501,505 | (501,180) |
| CDBG ECON. DEV. LOAN FUND | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| CDBG AFFORD HOUSING | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| CDBG RURAL ENTERPRISE ASST | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| CDBG RAIL SITE | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| CDBG-DOWNTOWN REVITAL GRANT | 300,000 | 17,110 | 6% | 282,890 | 90,293 | (73,183) |
| BLDGS & GRDS (CITY HALL) | 36,759 | 22,012 | 60% | 14,747 | 16,573 | 5,439 |
| CIVIC CENTER | 266,671 | 77,873 | 29% | 188,798 | 99,545 | (21,672) |
| LIBRARY | 614,985 | 301,497 | 49% | 313,488 | 283,946 | 17,551 |
| LIBRARY MAINTENANCE FUND | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| PUBLIC PROPERTIES | 493,036 | 253,314 | 51% | 239,722 | 209,529 | 43,785 |
| CEMETERY | 208,460 | 113,969 | 55% | 94,491 | 85,589 | 28,380 |
| GOLF COURSE | 547,909 | 262,503 | 48% | 285,406 | 175,925 | 86,578 |
| NEW PARK DEVELOPMENT | 100 | 195 | 0% | (95) | 50 | 144 |
| NEW CEMETERY DEVELOPMENT | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| GUTHMAN TRUST - REGULAR | 145 | - 0 - | 0% | 145 | - 0 - | - 0 - |
| GUTHMAN TRUST - PAVING | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| PERPETUAL CARE - PRINCIPAL | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| PERPETUAL CARE - INTEREST | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| BLDGS & GRDS (OTHER) | 11,050 | 2,793 | 25% | 8,257 | 1,631 | 1,162 |
| BUILDING INSPECTION | 109,853 | 55,720 | 51% | 54,133 | 38,548 | 17,173 |
| FIRE (LESS DONATIONS) | 334,890 | 71,418 | 21% | 263,472 | 66,259 | 5,159 |
| FIRE DONATIONS | 100,000 | - 0 - | 0% | 100,000 | - 0 - | - 0 - |
| FIRE EQUIPMENT SINKING FUND | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| TREE BOARD | 12,550 | 510 | 4% | 12,040 | 1 | 509 |
| PLANNING COMMISSION | 27,666 | 15,049 | 54% | 12,617 | 7,629 | 7,421 |
| ENGINEER | 153,887 | 86,812 | 56% | - 0 - | 67,041 | 19,771 |
| DOWDING POOL (LESS DONATIONS) | 257,488 | 44,701 | 17% | 212,787 | 56,488 | (11,787) |
| POOL DONATIONS | 1,000 | - 0 - | 0% | 1,000 | - 0 - | - 0 - |
| CONCESSION STAND | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| SWIMMING LESSONS | 13,858 | - 0 - | 0% | 13,858 | - 0 - | - 0 - |
| RECREATION | 320,321 | 171,506 | 54% | 148,815 | 118,261 | 53,245 |
| SPORTS COMPLEX LIGHTS | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| SENIOR CENTER | 177,650 | 95,085 | 54% | 82,565 | 59,562 | 35,523 |
| SENIOR SHUTTLE | 3,239 | 3,357 | 104% | (118) | 2,025 | 1,332 |
| RECYCLING | 113,141 | 16,565 | 15% | 96,576 | 21,772 | (5,208) |
| ECONOMIC DEVELOPMENT | 278,595 | 50,012 | 18% | 228,583 | 45,007 | 5,005 |
| TAX INCREMENT FINANCING | 415,999 | 134,155 | 32% | 281,844 | 86,942 | 47,213 |
| TOTAL GOVERNMENTAL FUNDS | 13,145,179 | 5,638,791 | 43% | 7,439,313 | 4,606,972 | 1,031,819 |

(UNAUDITED)

3. Claims & Payables Reports

CLAIMS LIST

5-17-22

COUNCIL MEETING

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

| | | |
|---------------------------|----|------------|
| Altec Industries Inc | RE | 242.64 |
| ADE | SU | 1,130.64 |
| AKRS Equipment Inc | EQ | 178.84 |
| All Road Barricades Inc | SU | 206.56 |
| All Star Pro Golf | SU | 386.09 |
| American Water Works Asso | MS | 415.00 |
| Anderson Auto Group | FA | 33,854.00 |
| Badger Meter | SE | 344.69 |
| Baker & Taylor | SU | 2,698.51 |
| Barco Municipal Products | SU | 6,420.40 |
| Bear Service Termit Contr | MS | 188.00 |
| Bizco Technologies | IT | 7,594.56 |
| Black Hills Energy | UT | 756.97 |
| Boggs Ethan | SE | 100.00 |
| Boggs Megan | RI | 64.46 |
| Border States Industries | IV | 844.06 |
| Callaway Golf | MH | 239.82 |
| Campbell Cleaning | SE | 415.94 |
| Capital Business-Cheyenne | MA | 9.96 |
| City Seward Library Petty | PO | 92.55 |
| City Seward Merchant Serv | SE | 3,246.65 |
| City Seward Payroll Accou | SA | 171,149.32 |
| City Seward Perpetual Fd | SL | 150.00 |
| Concrete Industries Inc | IV | 188.40 |
| Creative Prod Sourcing | MH | 161.04 |
| Demco Inc | SU | 141.11 |
| Diamond Vogel Paint Cente | SU | 1,403.55 |
| Dutton-Lainson Co | CI | 43,050.38 |
| Eakes Office Solutions | SU | 17.32 |
| Ecolab | SU | 78.99 |
| Electronic Contracting Co | MS | 81.00 |
| Engineered Controls | BU | 396.00 |
| Evenson Christopher | RI | 70.00 |
| Exchange Bank | FA | 3,300.00 |
| Fairplay Corp | RE | 309.73 |
| Farmers Coop Seward | GS | 8,154.90 |
| Firstar Fiber Inc | OP | 387.91 |
| Foltz Fred | SE | 250.00 |
| Foreup Golf Software Inc | IT | 455.00 |

| | | |
|---------------------------|----|-----------|
| General Fire & Safety Equ | SE | 127.00 |
| General Traffic Controls | SU | 130.00 |
| Gerhold Concrete Co Inc | CI | 1,334.60 |
| Goldstar Products Inc. | MA | 522.69 |
| Gurney | OP | 1,317.43 |
| Hach Company | SU | 266.59 |
| Henry Doorly Zoo | SE | 425.00 |
| Holmes Nick | SE | 400.00 |
| Home Depot Pro | SU | 55.48 |
| Husker Electric Supply Co | IV | 4,090.17 |
| Hydraulic Equipment | EQ | 212.80 |
| Int'l Public Management | SU | 871.00 |
| Jackson Services Inc | SU | 81.64 |
| Janicek Gary M | RI | 92.51 |
| Jankowski'S Construction | BU | 430.00 |
| Jeffries Janet | SE | 100.00 |
| JEO Consulting Group | SE | 17,877.50 |
| JM Monograms Inc | SE | 1,635.71 |
| K & Z Distributing | SU | 101.90 |
| Last Mile Network Consult | IT | 90.00 |
| Lee's Refrigeration | BU | 115.00 |
| Lincoln Tree Service Inc | SE | 11,500.00 |
| Lincoln Windustrial Co | BU | 289.86 |
| Lincoln Winwater Works | IV | 4,041.49 |
| M C 2 Inc | SU | 280.32 |
| Malcolm Youth Sports Asso | MS | 300.00 |
| Memorial Health-Drug | SE | 70.00 |
| Menards North | SU | 775.60 |
| Mid-American Benefits Inc | BE | 5,095.25 |
| Midwest Auto Parts | RE | 405.05 |
| Midwest Automotive Inc | RE | 1,240.02 |
| Midwest Laboratories Inc | MA | 867.19 |
| Midwest Storage Solutions | FA | 30,738.78 |
| Midwest Turf & Irrigation | RE | 107.28 |
| Moody Julie | RI | 104.53 |
| Nebraska Bounce | SE | 325.00 |
| Nebraska Equipment Inc | MC | 360.00 |
| Nebraska Golf & Turf | RE | 39.61 |
| Nebraska Golf Association | MS | 184.00 |
| Nebraska Municipal Power | MS | 400.00 |
| Nebraska Treasurer | MC | 17.08 |
| Nebraskaland Tire | RE | 1,404.00 |
| Norris Public Power Distr | UT | 1,102.00 |
| One Call Concepts Inc | SE | 119.52 |
| O'Reilly Automotive Inc | RE | 265.91 |
| Orscheln Farm & Home | SU | 1,846.96 |
| Pac 'N' Save Discount Foo | ML | 2,847.76 |
| Pepsi-Cola Of Lincoln | SU | 647.56 |
| Pitney Bowes Inc | OP | 105.00 |
| Pollak Douglas W | RI | 7.00 |

| | | | |
|---------------------------|--------------|----------|--------------|
| Quality Brands Of Lincoln | SU | | 612.00 |
| Quill Corp | SU | | 106.13 |
| Riverside Portables LLC | SE | | 325.00 |
| Rumery Lawn & Landscape | GU | | 29.99 |
| Schemmer Architects Engin | SE | | 6,656.73 |
| Seward County Chamber & D | RI | | 153.03 |
| Seward County Clerk/Reg D | PU | | 19.25 |
| Seward County Independent | PU | | 1,075.72 |
| Seward County Treasurer | SE | | 15,949.25 |
| Seward Lumber & Home Cent | SU | | 948.86 |
| Seward Public Schools | MC | | 245.00 |
| Seward Wind LLC | UT | | 46,945.27 |
| Siteone Landscape Supply | GU | | 2,530.37 |
| Snap-On Tools Kaiser Ben | TO | | 85.95 |
| Southeast Library System | TG | | 25.00 |
| State Distributing Co | SU | | 313.10 |
| Tk Elevator Corp | MS | | 2,154.72 |
| Total Fire & Security Inc | SE | | 1,110.00 |
| U S A Bluebook - Cust 812 | MA | | 1,711.10 |
| Verizon Wireless | SE | | 258.24 |
| Veseris | SU | | 2,090.00 |
| Visa - Pinnacle Bank | | | 4,537.13 |
| Advanced Workstations | EQ | 4,044.50 | |
| Ann House: Quilters | MS | 40.66 | |
| Bluestem Network | SE | 115.00 | |
| CSLP | SU | 84.24 | |
| MPLA | MS | 65.00 | |
| Walmart | SU | 171.70 | |
| Zoom | MS | 16.03 | |
| Voehl Cindy | MI | | 7.61 |
| Wells Implement Inc | EQ | | 320.26 |
| Wesco Distribution Inc | IV | | 2,436.60 |
| West Keith | SE | | 475.00 |
| White Cap | SU | | 82.10 |
| Wildlife Encounters | SE | | 425.00 |
| Windstream Nebraska Inc | SE | | 1,942.93 |
| Woods & Aitken LLP | SE | | 463.15 |
| | CLAIMS TOTAL | | \$478,973.27 |

4. Police Department Report



City of Seward Police Department

Monthly Statistics April 2022

| | |
|-----------------|-----|
| Service Calls | 575 |
| Accidents | 6 |
| Arrests | 3 |
| Citations | 29 |
| Warnings | 106 |
| Parking Tickets | 31 |

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

5. Refuse Hauler's Annual License Application - Kopcho's Sanitation Inc.

SEWARD NEBRASKA

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

2022 APPLICATION FOR LICENSE TO COLLECT, HAUL OR CONVEY GARBAGE OR REFUSE FOR HIRE

Application is hereby made to the City of Seward, Nebraska for an annual Refuse Hauler's License in accordance with Chapter 335, Article II of the Municipal Code of the City of Seward by:

| | |
|-----------------------------------|---------------------|
| <u>KOPCHOS SANITATION INC</u> | <u>402-362-5658</u> |
| APPLICANT'S NAME | TELEPHONE NO. |
| <u>1005 W. 8th St.</u> | <u>YORK</u> |
| APPLICANT'S ADDRESS | CITY |
| <u>"</u> | <u>NE</u> |
| " | STATE |
| <u>"</u> | <u>68467</u> |
| " | ZIP |
| <u>"</u> | <u>"</u> |
| " | STATE |
| <u>"</u> | <u>"</u> |
| " | ZIP |

The Following Vehicles will be used for these services:

| | | |
|---------------------------|------------------------------------|-------------|
| <u>Kopcho Leasing LLC</u> | <u>Western Star Roll off truck</u> | |
| OWNERSHIP | NUMBER/KIND OF VEHICLE | DESCRIPTION |
| <u>Kopcho Leasing LLC</u> | <u>Kenworth Roll off truck</u> | |
| OWNERSHIP | NUMBER/KIND OF VEHICLE | DESCRIPTION |
| | | |
| OWNERSHIP | NUMBER/KIND OF VEHICLE | DESCRIPTION |
| | | |
| OWNERSHIP | NUMBER/KIND OF VEHICLE | DESCRIPTION |

Please return this form, along with \$25.00 per vehicle, to the City of Seward, P.O. Box 38, Seward, NE 68434

| | |
|------------------------|---------------|
| <u>Rodger J Kopcho</u> | <u>5-5-22</u> |
| SIGNATURE OF APPLICANT | DATE |

BOND FILED WITH THE CITY CLERK IN THE SUM OF \$1,000.00

| | |
|------------------|---|
| <u>5-5-22</u> | Bonding Company: <u>Nationwide Mutual Insurance Company</u> |
| <u>\$ 50.00</u> | <u>5/5/22</u> |
| LICENSE FEE OWED | DATE PAID |
| | |
| | LICENSE ISSUED/DATES |

Date approved by City Council: _____

City Clerk

6. Draft Minutes of May 3, 2022 Meeting

May 3, 2022

The Seward City Council met at 7:00 p.m. on Tuesday, May 3, 2022 with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Ellen Beck, Alyssa Hendrix, Sid Kamprath, Jessica Kolterman, Karl Miller, John Singleton, Jonathon Wilken, Matt Stryson. Councilmembers Absent: None. Other officials present: City Administrator Greg Butcher, City Engineer Michael Oneby, Water/Wastewater Director Tim Richtig and Police Sergeant Russ Frazey.

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

CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Report (totaling \$733,566.46)
2. Refuse Hauler's Annual License Application – Seward Trailer Rentals & Rolloffs LLC
3. Draft Minutes of April 19, 2022 Council Meeting
4. Re-appoint Juanita Hill and Nancy Lamberty to the Library Board for a Term of 4-Years

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None. Motion carried.

PUBLIC HEARINGS

1. DISCONTINUANCE OF ECONOMIC DEVELOPMENT REVOLVING LOAN FUND PROGRAM (ED-RLF)

A. CONSIDERATION OF A RESOLUTION TO DISCONTINUE THE COMMUNITY DEVELOPMENT BLOCK GRANT – ECONOMIC DEVELOPMENT REVOLVING LOAN FUND (CDBG-EDRLF)

Kelly Gentrup, Southeast Nebraska Development District (SEND), identified that the revolving loan fund has two current projects but a balance of \$0. She mentioned that when the two loans are paid off, the program will discontinue; therefore, Council action is requested to formally end the program.

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

Councilmember Kolterman introduced **Resolution 2022-17**, discontinuing the CDBG-EDRLF program as presented. Councilmember Beck moved, seconded by Councilmember Kamprath, to approve Resolution 2022-17.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None. Motion carried.

ADMINISTRATIVE ITEMS

1. ROUTINE UPDATE OF THE FOLLOWING JOB DESCRIPTIONS: BUILDING/ZONING & CODE ENFORCEMENT DIRECTOR AND LIBRARY DIRECTOR

City Clerk / HR Director Bargmann mentioned these two jobs had not been updated since September 2005 and September 2009 respectively, thus were due for a formal review. As per policy, the Council must approve any job description changes for appointed personnel.

Councilmember Stryson moved, seconded by Councilmember Kolterman to revise the Building/Zoning & Code Enforcement Director and Library Director job descriptions as presented.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None. Motion carried.

2. APPROVAL OF THE RECOMMENDATION FROM CONSULTING ENGINEER, MILLER & ASSOCIATES, P.C., FOR THE SEWARD WELLS SW3, S4 AND PIPING PROJECT AND AUTHORIZATION TO ENTER INTO NEGOTIATIONS WITH SARGENT DRILLING

May 3, 2022

City Engineer Oneby noted that in the bidding process, three well-drillers were on planholder's list with one submitting a bid before the April 19th due date. The one bid received was from Sargent Drilling in the amount of \$988,904.00 for the drilling of two wells, which would be expended spanning two fiscal years (2022 & 2023). Mr. Oneby identified the costs as higher than the previously budgeted \$400k per well but agreed with the consultant's recommendation. Councilmember Kamprath inquired as to whether Sargent Drilling would be able to meet the project schedule. Mr. Oneby responded affirmatively.

Councilmember Beck moved, seconded by Councilmember Kolterman to approve the recommendation of Miller & Associates, P.C., and enter into negotiations with Sargent Drilling for the Seward Wells SW3, S4 and Piping project.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.
Nay: None. Motion carried.

3. CONSIDERATION OF A RESOLUTION REMOVING PARKING ON THE EAST SIDE OF KAROL KAY BOULEVARD, BEGINNING AT 1950 KAROL KAY BOULEVARD ADDRESS TO OVERFLOW BASEBALL FIELD PARKING LOT

City Administrator Butcher identified this item as a concern raised by Councilmember Hendrix. In review of her request, it was determined that changing the parking condition to 'no parking' in the identified area would help with sight lines and traffic control in the area. Mr. Butcher continued that City staff would be monitoring the area in the coming months for possible placement of a crosswalk to further enhance safety for pedestrians.

Councilmember Stryson introduced **Resolution 2022-18**, establishing a 'no parking' designation at 1950 Karol Kay Boulevard to the overflow baseball parking lot. Councilmember Kamprath moved, seconded by Councilmember Kolterman, to approve Resolution 2022-18.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.
Nay: None. Motion carried.

CITY ADMINISTRATOR'S REPORT

Councilmember Kolterman moved, seconded by Councilmember Singleton, that City Administrator Butcher's report of May 3, 2022 be accepted.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.
Nay: None. Motion carried.

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

Councilmember Hendrix – traffic monitoring on N 10th Street and W Jackson Ave, near Armory Park

ANNOUNCEMENT OF UPCOMING EVENTS

- May 1-5, 2022 – Seward County Gives
- May 10 – Childcare Provider Meeting
- May 16 – SCCDP Quarterly Meeting
- May 19 – Business After Hours (Cobblestone Hotel & Suites)

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Kolterman, that the May 3, 2022 City Council Meeting be adjourned.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.
Nay: None. Motion carried.

Adjourned approximately 7:17 p.m.

May 3, 2022

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

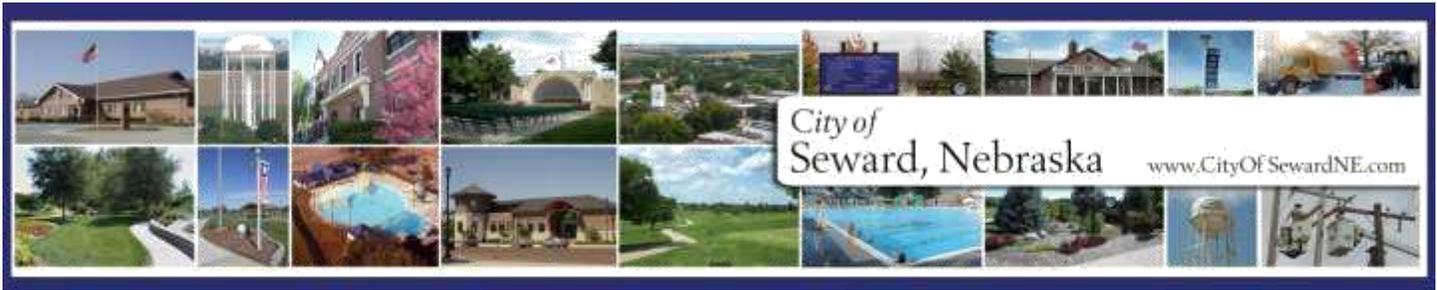
Derek Bargmann
City Clerk

DRAFT

7. Confirmation of Mayor Appointments:
 - A. Appoint Pat Coldiron and Gerald "Jerry" Meyer to the Cemetery Board for a Term of 3-Years
 - B. Appoint Lacey Koch (Alternate) to Regular Member of the Planning Commission for Remainder of Term (thru 6/1/23 - replaces Suzanne Gligorevic)

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Tax Increment Financing (TIF) Application by IHC Properties, LLC - TIF Attorney Willis
 - A. Presentation and Review of TIF Application



CITY OF SEWARD COMMUNITY REDEVELOPMENT AUTHORITY

537 Main Street
PO BOX 38
Seward, NE 68434
402-643-2928
CityofSewardNE.gov

Tax Increment Financing Package & Application Documents

March 2017

CITY OF SEWARD

TAX INCREMENT FINANCING PROGRAM OVERVIEW

Tax Increment Financing, or TIF, is a tool to assist in financing redevelopment projects in designated blighted and substandard areas of the city. The City of Seward issues bonds or a promissory note to finance any approved public improvements associated with a redevelopment project. The property taxes generated from the increased valuation of the development are then captured for a period of up to 15 years to repay the public investment.

The purpose of TIF is to help communities undertake redevelopment activities for urban renewal and municipal growth. TIF allows a city to pay for the public improvements that are part of a private redevelopment project. TIF is not a grant and it is not a primary funding source for a redevelopment project, but does provide an incentive for private development that will increase the tax base of the Seward community and create additional jobs.

✓ REDEVELOPMENT AREA

All TIF projects must occur within a redevelopment area that has been declared blighted and substandard by the City of Seward. The City of Seward has established a redevelopment area based upon a blight study that was completed in July of 2010. Please contact the Seward City Administrator or Seward County Economic Development Executive Director with your proposed property location to determine redevelopment verification & eligibility.

✓ PROJECT ELIGIBILITY

To be eligible for TIF, a proposed redevelopment project must be located in a designated redevelopment area in the City of Seward. TIF can be used to pay for eligible public improvements, which may include:

- Site Acquisition & Demolition
- Site Preparation – Landscaping
- HVAC Efficiency Systems
- Facade Improvement Upgrades
- Installation or Construction of Public
- Improvements Consisting of:
 - Streets & Utilities Extensions
 - Public Spaces- Green Space- Art Work
 - Public Facilities
 - Uses Listed In Q&A Section of Package
 - Or For Other Uses In Accordance With An Approved Redevelopment Plan

Additionally, in order to use TIF, the City must perform a cost-benefit analysis of the project and determine that the costs and benefits of the project are in the long-term best interest of the City and the project would not be economically feasible without the use of TIF.

✓ COMMUNITY REDEVELOPMENT AUTHORITY OR COMMUNITY DEVELOPMENT AGENCY

The Community Redevelopment Authority of the City of Seward ("CRA") is responsible for carrying out the redevelopment activities for the City. The CRA is instrumental in the TIF process. The CRA evaluates each TIF application and recommends redevelopment projects to the City. It also enters into approved redevelopment contracts with the redeveloper to establish the rights and obligations of the parties and the details of the TIF bond.

✓ TIF PROCESS CHECKLIST:

- Meeting with the City of Seward and developer's to review TIF process & determine initial eligibility of proposed TIF project
- Determine if prospective project is within the City's redevelopment area
- Determination of eligible publicly owned improvements
- Developer submits completed TIF application to Seward City Administrator's office with application fee
- Initial project analysis is completed by City of Seward TIF legal counsel
- Initial redevelopment project data for plan completed by City of Seward's TIF counsel
- Community Redevelopment Authority (CRA) reviews applications & selects projects
- CRA Board gives City Council 30-day notice before entering into redevelopment contract
- Redevelopment plan is amended to include the proposed & approved project by TIF counsel
- Certified notices of public hearings sent to Seward county taxing entities
- Public hearing scheduled & published for future City Planning Commission meeting
- Public hearing conducted at the City Planning Commission meeting to amend redevelopment plan & adopt project
- City of Seward's TIF legal counsel prepares final redevelopment plan amendments, required resolutions & ordinances
- Public hearing scheduled & published for future Seward City Council meeting
- Public hearing conducted at the Seward City Council meeting to amend redevelopment plan & adopt project
- Developer and CRA negotiate and sign redevelopment agreement setting forth the rights & obligations for the specific project
- TIF bond/note is rate circulated & issued
- The redevelopment project is completed & the additional tax revenue created by TIF project is collected and used to pay off the TIF bond/note debt obligation & then property returns to normal re-tax distribution process.

✓ **TIF APPLICATION PROCESS**

The applicant shall complete a fully legible City application request for TIF that is attached to this application package. The completed application document will be signed, dated and submitted to the Seward City Administrator or Seward County Economic Development Director for procession and future eligibility analysis.

- Application Fee: a nonrefundable application fee equal to the lesser of: (a) one percent of the requested TIF indebtedness; or (2) One Thousand Dollars and No/100 shall be submitted with the application. Fee applied toward 3% administrative fee collected at closing.

✓ **TIF FINANCING PROJECT EXAMPLE**

This demonstrates how TIF works with a hypothetical project. In this example, the developer owns a lot valued at \$10,000 located in the redevelopment area.

The developer is going to construct a building on the property such that the valuation of the property after the project will be \$250,000.

The annual TIF available for 15 years would be approximately \$4,933:

| | Valuation | Taxes |
|-------------------------|-----------|---------|
| Pre-project: | \$ 10,000 | \$ 205 |
| Completed Project: | \$250,000 | \$5,138 |
| Difference (Increment): | \$240,000 | \$4,933 |

Assuming that a developer can borrow at a 6% interest rate, the TIF revenue, collected for 15 years could pay off a \$47,910 loan in this example:

Present Value Calculation Case Example

| Year | TIF |
|------|-----------------|
| 1 | \$ 4,933 |
| 2 | \$ 4,933 |
| 3 | \$ 4,933 |
| 4 | \$ 4,933 |
| 5 | \$ 4,933 |
| 6 | \$ 4,933 |
| 7 | \$ 4,933 |
| 8 | \$ 4,933 |
| 9 | \$ 4,933 |
| 10 | \$ 4,933 |
| 11 | \$ 4,933 |
| 12 | \$ 4,933 |
| 13 | \$ 4,933 |
| 14 | \$ 4,933 |
| 15 | <u>\$ 4,933</u> |

Total\$73,995

Present Value of \$73,995
@ 6% = \$47,910

TIF QUESTIONS AND ANSWERS

Q) What is a substandard & blighted area?

A) An area that has been declared substandard and blighted in accordance with the Nebraska State Statutes. It is defined as one where conditions are present that may have a detrimental effect on public health, safety, morals, or welfare of the neighborhood.

Q) What can a substandard area contain?

A) The area may have inadequate infrastructure, conditions which endanger life and property by fire or other causes, dilapidated buildings, inadequate parking, congestion, and economically or socially unacceptable land uses.

Q) How was the redevelopment area created?

A) The redevelopment area was created in a study completed for the City of Seward by an independent Nebraska planning, architecture and urban design firm in July of 2010.

Q) What is the Geography of the Redevelopment Area?

A) The study considers the presence of substandard conditions or blight in the city of Seward pursuant to the requirements of the Nebraska Revised Statutes. A total of 468.8 acres are included in the TIF Redevelopment Area as of July 2010. Included in this application packet is a current redevelopment area map and TIF application projects must be in the shaded/designated areas.

Q) How does TIF work?

A) TIF is the use of new real property tax dollars created as the result of a commercial project to help support the financing of the project. TIF allows the use of the new property taxes generated by the increased value of the property to be paid on the TIF bond retirement. The taxes are redirected for the benefit of the project for a period of 15 years. Property taxes on the original value of the property continue to be paid to local taxing entities.

Q) What types of projects are eligible?

A) In other Nebraska TIF projects, it has been used to provide public improvements for economic development incentives for industrial and manufacturing entities, rental housing projects, upgrades of buildings and public facilities in downtown areas, purchase of land for redevelopment activities, update of business and recreational facilities, and other development enhancing activities. The City of Seward’s CRA encourages and evaluates TIF projects based upon their positive impacts on neighborhoods and the community in general.

Q) How do you qualify for TIF?

A) Applicants/developers must fully complete a TIF application request and submit to the City of Seward Administrator’s office with the application fee. Refer to the TIF Process Checklist on the previous page for full TIF process descriptions and requirements. The application must receive a recommendation for approval from the CRA.

Tax-Increment Financing Application

CITY OF SEWARD, NEBRASKA
COMMUNITY REDEVELOPMENT AUTHORITY (CRA)
537 MAIN STREET – P.O. BOX 38 – SEWARD, NE 68434-0038
(Return to City Administrator's Office)

PROJECT SCOPE: (PLEASE PRINT OR TYPE ALL INFORMATION)

1. Applicant Information

IHC Properties, LLC

Business Name

Troy Bridgford

Contact Person for Applicant

3301 S. 7th St, Suite C

Street Address

Lincoln, Ne 68502

Mailing Address

402-420-4961

Telephone

402-310-9939

Cell Telephone

Fax

troy.bridgford@ironhideconstruction.com

Email

Limited Liability Company, Nebraska

Business Structure: (e.g. corporation, limited liability company, etc.; also identify the state of organization):

Troy Bridgford, Chris Kyhn, Jeff Wolgamott, Chad Aldrich Owners

2. Project Description

- a. What type of business does this project involve (i.e. industrial, commercial, residential, etc.)

Industrial

- i. If the project involves housing, please give a description of intended tenants, type of household (families/elderly/etc.), income levels, impact on the schools and/or community, etc.:

NA

- ii. If the project involves retail business, please give a description of the retail business, how the community would benefit from this retail business, the impact on similar existing retail businesses, etc.:

NA

- iii. If the project involves industry, please give a description of the type of industry, impact on the environment, impact on the community, similar existing industries in town, etc.:

This facility will be used for the fabrication and repair of heat exchangers and associated parts. This facility will include it's own water treatment facilities so all outgoing water from the production of their products will leave the facility as clean as it was when it came in.

- b. What is the estimated number of new jobs this project will create?

This facility will provide 10-15 jobs for the community.

- c. What is the pay scale and benefits package for these positions?

Unknown

3. Proposed Project Site:

Please provide the address, legal description, current owner. If the current owner is not the applicant, identify whether the project site is under contract, option, etc.:

Seward, NE; Lot 2, Block A, Replat of Blocks 2 and 3, Seward Rail Campus PUD Original Addition Final Plat, and a portion of the SE ¼ of the SE ¼ of Section 29, Township 11 North, Range 3 East of the 6th P.M., City of Seward, Seward County, Nebraska; IHC Properties will be the owner.

4. Physical Description of the Proposed Project:

Building square footage, size of property, description of building materials, etc. (Attach site plan, if available)

There will be (1) one 35,000 SF buildings on the 2.46 acre lot. This building will be a Pre-Engineered metal building. The building will have an industrial exterior finish.

5. Land Use:

- a. If property is to be subdivided, show division planned (attach copy of the plat):

NA

- b. Current Zoning of the property:

I-2 Zonings is current.

- c. Is the proposed project a permitted use on the property? What permits would be required?

Normal building permit is the only permit proposed.

d. Please describe any other relevant information relating to zoning, permitting, or similar land use issues:

6. Estimated Project Costs:

- a. Land Acquisition, if applicable: \$ 257,178.00
- b. Site Development (itemize):
 - i. Demolition: \$0
 - ii. Grading: \$20,000
 - iii. Site Preparation \$150,000
 - iv. Other (explain): \$
- c. Building Construction Cost: \$3,102,000
- d. Other Site Improvements (explain) \$
- e. Equipment: \$
- f. Architectural and Engineering Fees: \$35,000
- g. Legal Fees: \$2,5000
- h. Financing Costs: \$
- i. Broker Costs, if any: \$90,000
- j. Contingencies: \$
- k. Other (explain): \$
- Total:** \$3,650,406

7. Please attach the following documentation:

- a. Construction Pro Forma.
I am not sure how this is different than #6?
- b. Annual Income and Expense Pro Forma (with appropriate schedules).
See Attached
- c. Applicant’s Corporate/Business Annual Financial Statements for the last three years.
See Attached
- d. Business Plan for the proposed project.

Our business plan is to lease 25,000 sf of this building to WCR for industrial use for a period of 10 years. The lease has an opportunity to extend the lease for another 10 years following the expiration of the initial lease. The remaining 10,000 sf of the building will be leased out to another tenant, at this time not contracted, for a period of two (2) years at which point WCR has expressed an interest in leasing the remainder of the building for the remainder of their lease term.

8. Estimated Tax Increment:

- a. Total estimated assessed valuation of Real Property at completion (please also describe how you arrived at this value; e.g., discussions with County Assessor, based on previous construction projects, etc.):
\$2,272,724.00
- b. Latest property valuation before construction (from Property Tax Statement):
\$93,800.00
- c. Estimated increase in real estate valuation:
\$2,178,924.00
- d. Estimated new real estate tax generated annually:
\$37,786.00

9. Proposed Source of Financing:

- a. Equity
Yes, cash and property equity
- b. Bank loan (please provide conditional approval or commitment letters, if applicable):
In negotiation- Will get you letter of approval
- c. Tax Increment Financing:
If available to use
- d. Other (please describe):

We will be including 3rd party investors to complete the work on this project.

10. Name and address of architect, engineer, and general contractor:
General Contractor- Ironhide Construction, Inc- 3301 S. 7th St, Lincoln, Ne 68502
Architect- Hutchinson Architects – 4535 Normal Blvd, Suite 287, Lincoln, NE 68506

11. Project construction schedule:

- a. Construction start date: April 2022
- b. Construction completion date: October 2022
- c. If project is phased:
 - Year _____ / _____ % Complete
 - Year _____ / _____ % Complete

12. Municipal reference (if applicable). Please name any other municipality wherein the applicant, or other corporations the applicant has been involved with, has completed development within the last five years:

13. Amount of TIF request: \$544,784.00

14. Application Fee Paid: \$ 1,000.00

(Note: If the Application is approved, the applicant is not entitled to receive the requested TIF amount. The actual amount of the TIF Indebtedness will vary depending on multiple factors including without limitation lender interest rates, identification of eligible expenditures, and additional information identified in the redevelopment project approval process. However, as a general estimate for this application, request no more than ten (10) times the amount identified in section 8(d) of this application.

15. Describe eligible costs for which tax increment financing will be used.

Please provide a detailed breakdown of proposed eligible uses and costs of each use, including any available bids or cost estimates for such work (include attachment if necessary):

We will be using the TIF to offset the land and construction costs associated with this investment.

16. Statement of necessity for use of tax increment financing (include attachment if necessary):

- a. Is your project economically feasible as designed without tax increment financing? If no, please indicate how tax increment financing is necessary for the economic feasibility of your project.

This facility is being built to bring WCR to the Seward Community. In order to attract WCR, the investment costs had to be kept at a minimum to meet their lease requirements. Due to the current economic environment, the TIF financing is essential for the success of this project. This is due to increased material cost, land cost, labor cost, etc.

- b. Would you locate your project in the redevelopment area without Tax Increment Financing? Explain.

Without the infusion of the TIF money to bring the initial construction costs down this project is not feasible.

17. List any other long term public benefits your project will bring to the City, or any other information relevant to this application.

It is our hope to continue working with the city of Seward to develop the Rail Campus area. Each completed project in this area will continue to attract additional interest making it easier to sell the next lot and continue the development of the area. Each of these future investments will inject tax money into the Seward Economy and help it to continue to grow.

“Applicant”

By: IHC Properties, LLC

Name: Troy Bridgford

Title: Partner

City of Seward, Nebraska – City Administrator’s Office – 402.643.2928
CityofSewardNE.gov

B. Presentation and Review of Redevelopment Plan Amendment and Cost Benefit Analysis

Ironhide Construction - WCR

TIF Estimate

TIF Calculation Based on Marilyn Hladky's Email from Wednesday, April 13, 2022

Assumptions:

| | |
|-----------------|----------|
| Tax Levy (2021) | 1.734152 |
| Number of Years | 15 |

Property Valuation:

| | Assessed Value | Estimated Taxes |
|-------------------|----------------|-----------------|
| Pre-Project | \$93,800.00 | \$1,626.63 |
| Completed Project | \$2,272,724.00 | \$39,412.49 |
| Difference | \$2,178,924.00 | \$37,785.85 |

TIF Calculations:

| | TIF Developer Bond | TIF Note from Lender |
|---------------------------|---------------------|----------------------|
| Annual TIF Amount | \$37,785.85 | \$37,785.85 |
| 15 Year TIF | \$566,787.81 | \$377,858.54 |
| 3% Admin. Fee | \$17,003.63 | \$11,335.76 |
| Approx. Costs of Issuance | \$5,000.00 | \$5,000.00 |
| Total: | \$544,784.18 | \$361,522.79 |
| | \$36,318.95 | |

**AMENDMENT TO THE REDEVELOPMENT PLAN
OF THE CITY OF SEWARD, NEBRASKA**

(IHC PROPERTIES REDEVELOPMENT PROJECT 2)

The City of Seward, Nebraska (“City”) has undertaken a plan of redevelopment within the community pursuant to the adoption of the Redevelopment Plan for a certain redevelopment area in the City of Seward, as amended (the “Redevelopment Plan”). The Redevelopment Plan was approved by the City Council of the City as of November 15, 2011. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

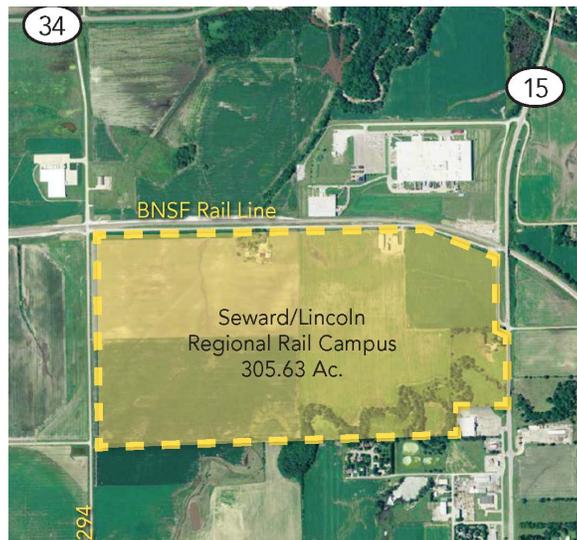
Pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 through 18-2154 (the “Act”), the City created the Community Redevelopment Authority of the City of Seward (“CRA”), which administers the Redevelopment Plan for the City.

The purpose of this Plan Amendment is to identify specific property within the redevelopment area that is in need of redevelopment to cause the removal of blight and substandard conditions identified as the site located in the in the City of Seward, Nebraska, and legally described on the attached and incorporated Exhibit “A” (the “Project Site”).

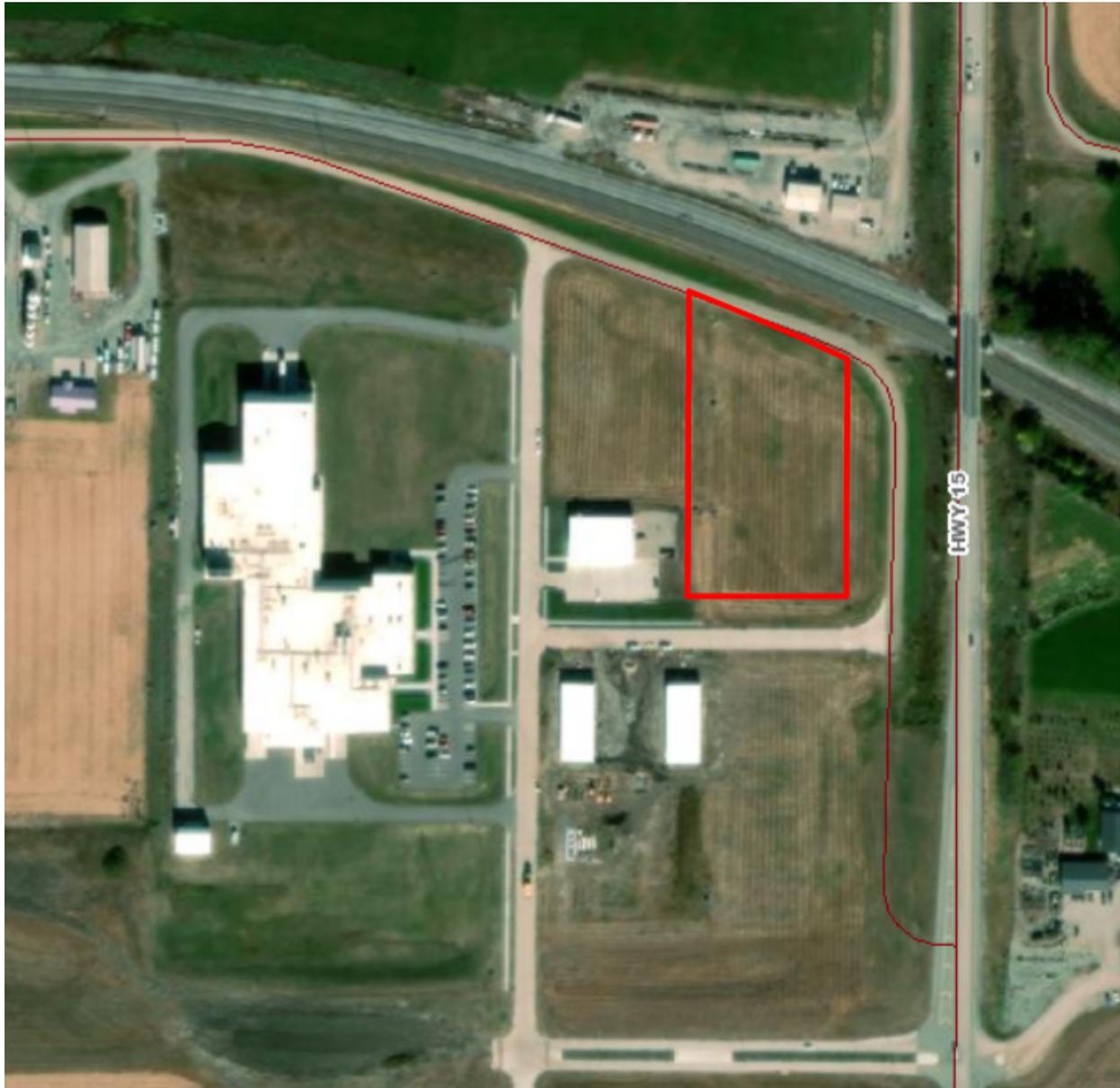
Project Site

The Project Site is located in the Redevelopment Area and, more particularly, in the Seward/Lincoln Regional Rail Campus, a 306-acre rail-served industrial park (the “Rail Campus Area”). The Project Site and the Rail Campus Area generally consists of vacant and underdeveloped land.

The Rail Campus Area is generally depicted below:



The Project Site is located in the northeast corner of the Rail Campus Area and is generally depicted below:

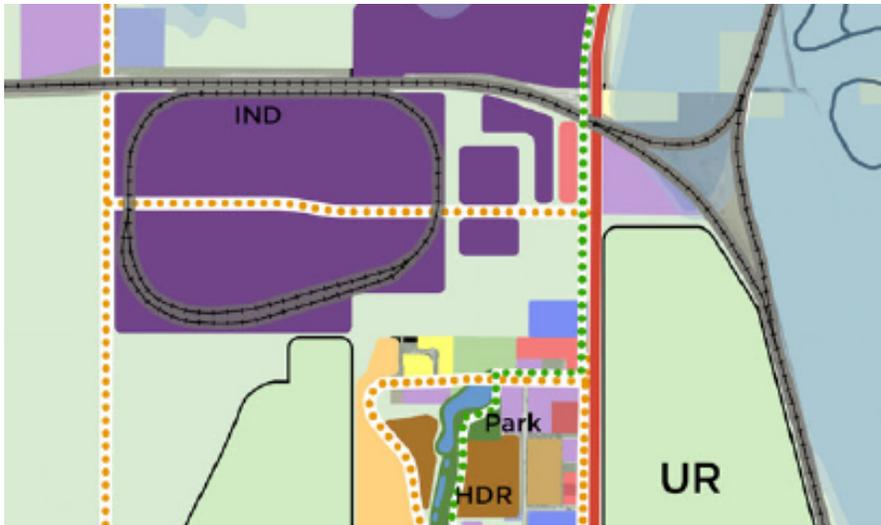


The current land use map set forth in the Seward Tomorrow Comprehensive Plan dated January 15, 2019 (“Comprehensive Plan”) identifies the current land use as open space. The future land use map set forth in the Comprehensive Plan designates the future land use of the Project Site as industrial. The current and future land use maps set forth in the Comprehensive Plan are incorporated into the Redevelopment Plan by this reference. Portions of the current land use map and future land use map are set forth below.

Current Land Use Map:



Future Land Use Map:



Additionally, the Project Site and Rail Campus Area have been the focus of the City for strategic growth as a rail campus for a variety of industrial and commercial uses, and the Comprehensive Plan identifies the Highway 15 Corridor as a primary location for industrial and commercial development. The need for redevelopment of the Rail Campus Area in general has already been documented in the Redevelopment Plan.

The Project Site is in need of redevelopment. The CRA has considered whether redevelopment of the Project Site will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CRA finds that such a redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight. Because redevelopment of the Project Site will require significant upfront costs, including, but not limited to, site preparation, grading, and public infrastructure improvements, the City is unlikely to attract businesses and/or development to the Rail Campus Area without the use of tax increment financing.

The redevelopment of the Project Site pursuant to this Plan Amendment will eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan. The development of the Project Site will be the third redevelopment project in the Rail Campus Area.

The Project

IHC Properties, LLC (the “Redeveloper”) has submitted a proposal for the Project and the redevelopment of the Project Site. The project under consideration will consist of the construction of a 37,500 square foot commercial manufacturing building on the Project Site to be used primarily for the fabrication and repair of heat exchangers and associated parts, and associated improvements on the Project Site (the “Project”). Redeveloper’s primary tenant, the heat exchanger fabrication and repair business, would occupy approximately 27,500 square feet of the building, and 10,000 square feet will be available for another tenant.

The building will be a pre-engineered metal building with an industrial exterior finish. A preliminary site plan is attached as Exhibit “B” and incorporated herein by this reference. The CRA acknowledges that the site plan is preliminary in nature and subject to change, but has included the current information submitted by Redeveloper.

As part of the Project, the CRA shall capture available tax increment from the Project Site to assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area. Such public improvements may include, but are not limited to: site acquisition, site preparation, grading, architectural, engineering and legal fees, and other eligible uses. The use of TIF to assist with the costs of the eligible public improvements will make the Project as designed feasible. Redeveloper shall be responsible for all other costs and expenses associated with the Project.

Redeveloper intends to commence construction in Spring or Summer 2022 and complete construction in the fourth quarter of 2022. The base year for the Project shall be 2022 and the effective date for the division of taxes shall be January 1, 2023. Pursuant to the Seward County Assessor’s preliminary analysis and appraisal of the proposed project, the base value of the Project Site is anticipated to be \$93,800 and the

completed valuation of the Project is projected to be \$2,272,724. The preliminary appraisal is not binding and is based upon the information and assumptions provided from Redeveloper to the Assessor. The CRA does not make any representations to the final value of any project.

Redeveloper estimates that the total Project costs shall be approximately \$3,650,400. Redeveloper has identified multiple eligible TIF uses including the \$464,678 in TIF-eligible expenditures set forth below:

| | |
|-------------------------------------|-----------|
| Site Acquisition | \$257,178 |
| Site Preparation | \$150,000 |
| Grading | \$20,000 |
| Arch., Eng., and Legal Fees | \$37,500 |
| Total estimated TIF eligible costs: | \$464,678 |

Based upon the anticipated completed valuation of \$2,272,724, and a 5.0% interest rate for the TIF Note, the Project will support approximately \$395,400 in TIF Indebtedness.¹ The identified TIF-eligible uses, together with the 3.0% CRA administration fee and cost of issuance which are additional TIF-eligible uses that Redeveloper shall be required to pay, exceed the anticipated TIF amount set forth above. The final, actual cost of all TIF-eligible expenses shall be certified by Redeveloper upon completion of construction. In addition to the TIF Indebtedness, Redeveloper has stated that the Project would be financed in part using investor equity.

Statutory Elements

As described above, the Project envisions the capture of the incremental taxes created by the Project on the Project Site to pay for those eligible expenditures as set forth in the Act. This section includes a consideration of the statutory elements under the Nebraska Community Development Law.

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property by the CRA is necessary to accomplish the Project. Redeveloper has the Project Site under contract for purchase from the City of Seward. Said purchase agreement has been negotiated and approved by the Seward City Council pursuant to their standard process for sale of City property and applicable State law.

B. Population Density

The proposed Project on the Project Site is a commercial project, involving the

¹ For purposes of the TIF projections for this Project, the CRA (1) has assumed the Project will capture the full 15 years of tax increment and there will not be a partial valuation in the first year; (2) has not accounted for any increases in the assessed value of the Project Site during the 15 year tax increment financing period; and (3) has not utilized any assumed state property tax credit. All of these assumptions will change the actual amount of the tax increment generated by the Project.

construction of a commercial building. The Project will not significantly affect population density in the project area.

C. Land Coverage

The building will be approximately 37,500 square feet on the approximately 2.46 acre lot. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Seward.

D. Traffic Flow, Street Layouts, and Street Grades

No adverse impacts are anticipated with respect to traffic flow, street layouts, and street grades. The public improvements included in the Project together with the existing infrastructure is anticipated to be sufficient for the intended uses of the Project Site upon completion of the Project. TIF from further development of the Rail Campus Area is anticipated to pay for additional infrastructure that would benefit the Project Site, but no such anticipated future improvements are necessary for the use and operation of the Project.

E. Parking

The exact number of parking stalls for the Project Site are still being determined, but the Redeveloper shall be responsible for meeting all requirements of the City of Seward Zoning regulations. Approval of this Plan Amendment does not circumvent or supersede any building code or zoning requirements for the building and the Project Site.

Redeveloper currently anticipates that 31 parking spaces will be required for the building based on the anticipated uses of the building.

| USE | REQUIRED RATIO | BUILDING AREA (SF) | PARKING STALLS |
|-------------------------|----------------|--------------------|----------------|
| Office/Administration | 1:300 | 1,423 | 5 |
| Servicing/Manufacturing | 1:1000 | 22,577 | 23 |
| Warehouse | 1:5000 | 13,500 | 3 |
| Total | | 37,500 | 31 |

F. Zoning, Building Code, and Ordinances

The Project Site is located in a BP Business Park District zone. Light Industry is a special use in the BP district. Light Industry includes establishments engaged in the manufacturing or processing of products, including fabrication. Redeveloper shall be responsible for obtaining all necessary zoning approvals. Approval of this Plan Amendment does not authorize any use that does not comply with the City of Seward zoning ordinance. Redeveloper will be responsible for complying with the City of Seward zoning ordinance, and will obtain any zoning, building code, or ordinance changes that are necessary for the Project.

Cost-Benefit Analysis

Pursuant to Section 18-2113 of the Act, the CRA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit "C" and incorporated by this reference.

Additional Project Information from Redeveloper

Redeveloper has represented that without the use of TIF, this Project would not be feasible and Redeveloper could not develop this Project on the Project Site. Redeveloper has further represented that it does not intend to file an application with the Department of Revenue to receive tax incentives under the ImagiNE Nebraska Act.

EXHIBIT "A"
Legal Description of the Project Site

The property is located at 836 Aspen Street in Seward (PID# 800229450). The property is legally described as follows:

Lot 2, Block A, Replat of Blocks 2 and 3, Seward Rail Campus PUD Original Addition, and a portion of adjacent vacated Walker Road, City of Seward, Seward County, Nebraska.

The general location of the Project Site is depicted below:

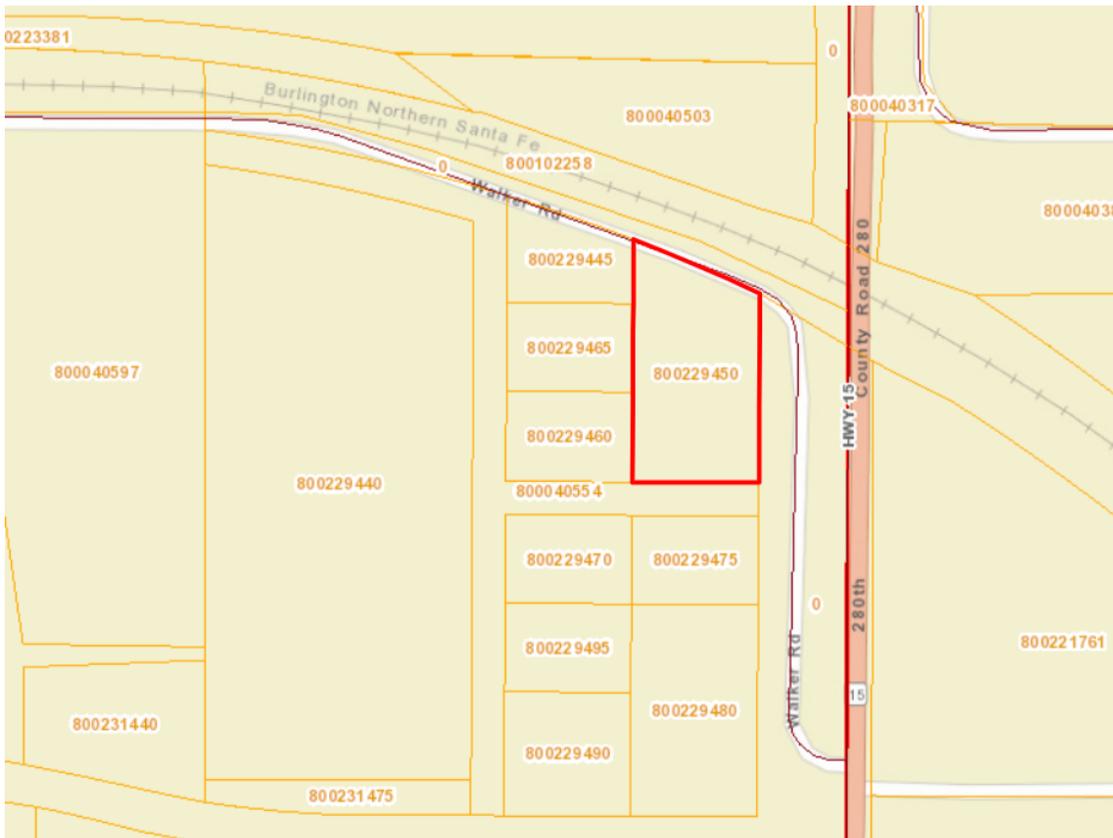


EXHIBIT "B"

Preliminary Site Plan

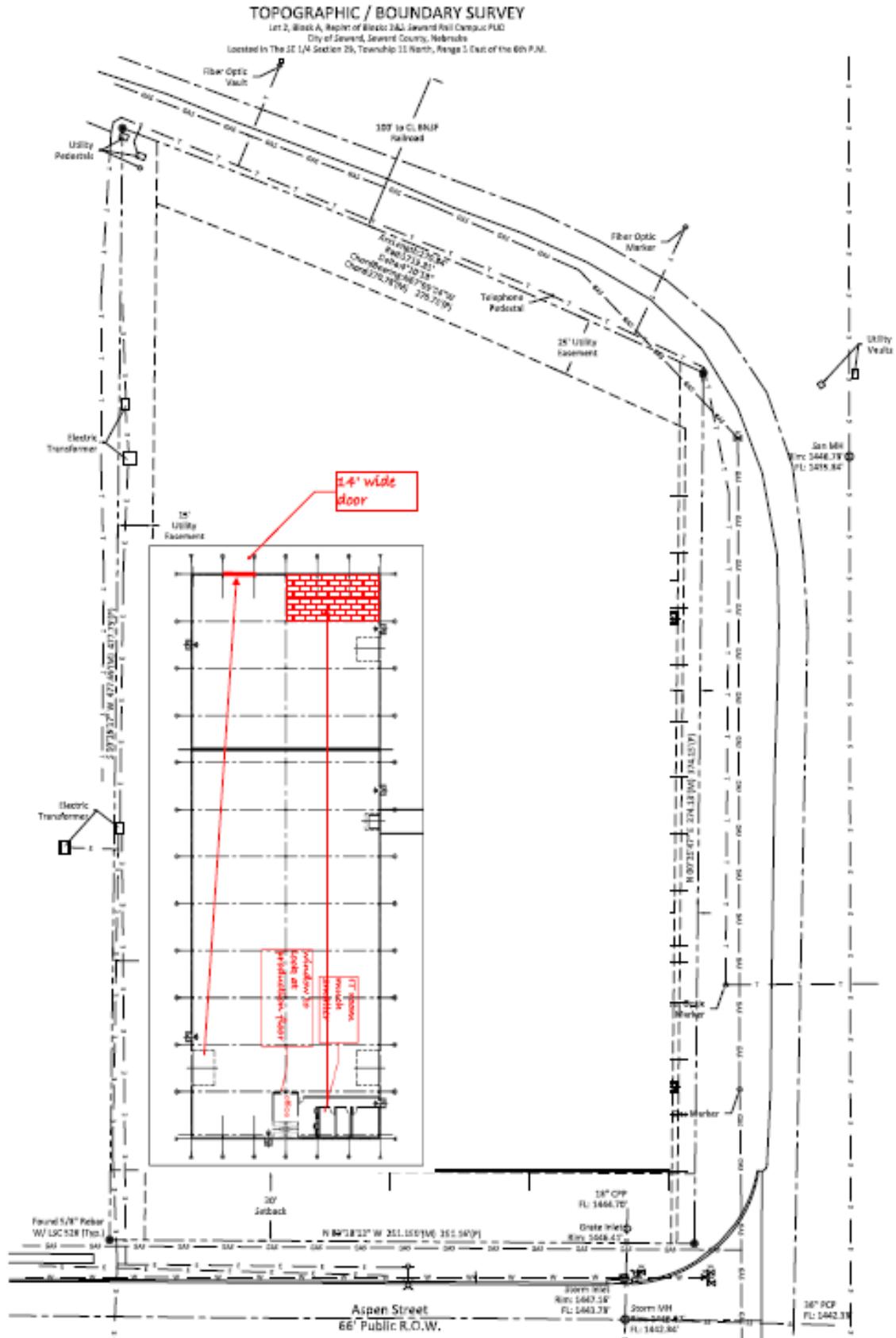
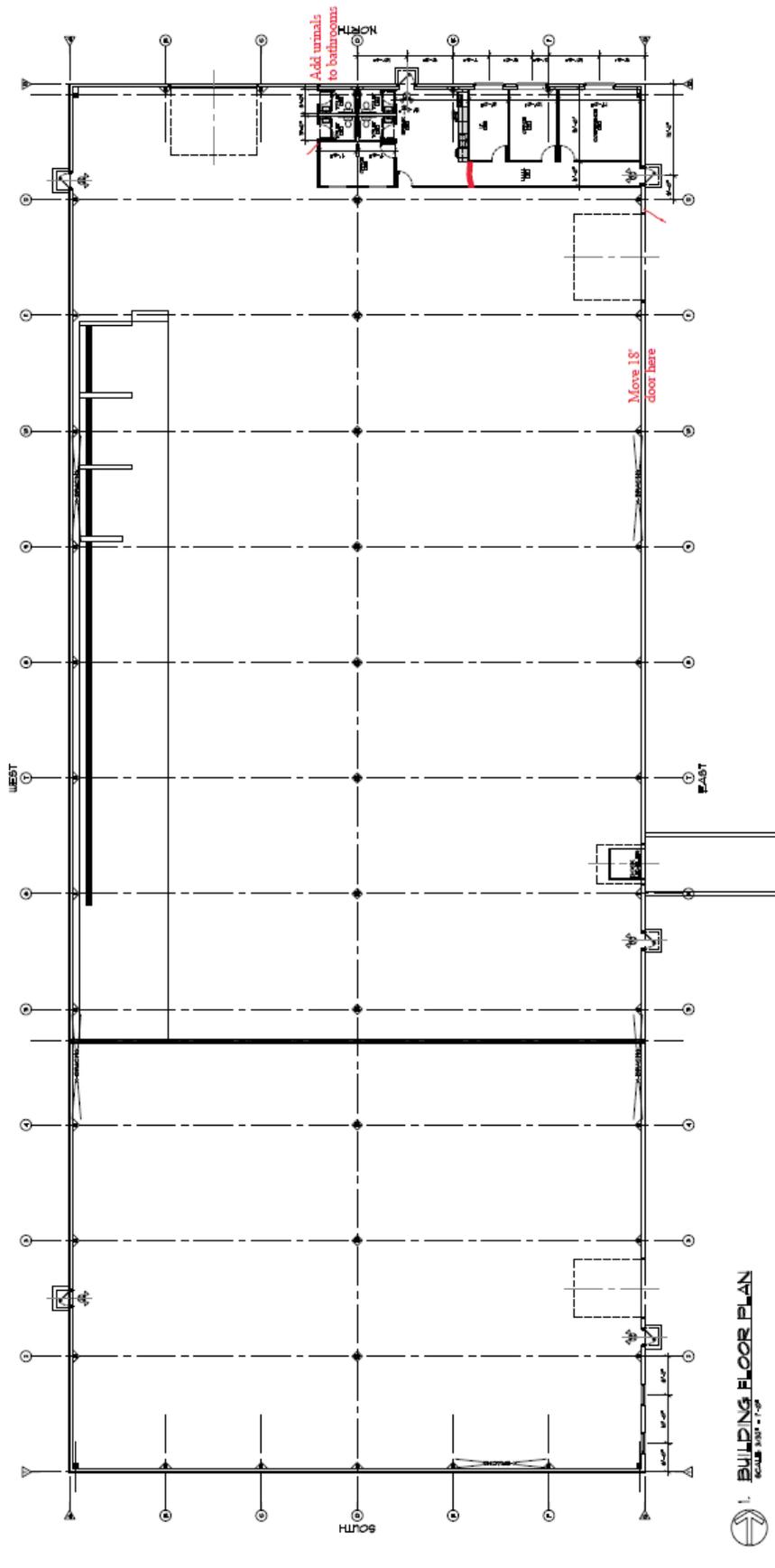


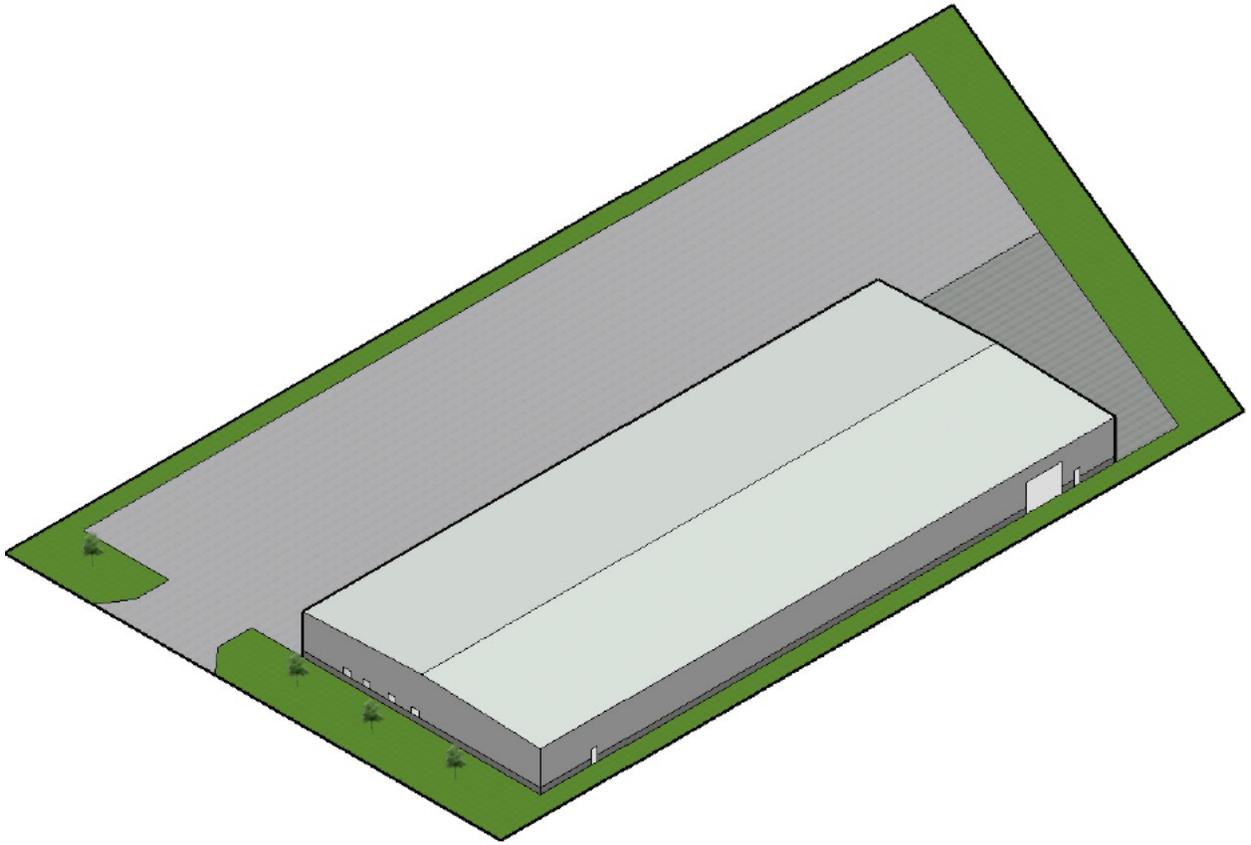
Exhibit "B"



1. BUILDING FLOOR PLAN
SCALE 3/8" = 1'-0"

Exhibit "B"

View from Southeast:



View from South:

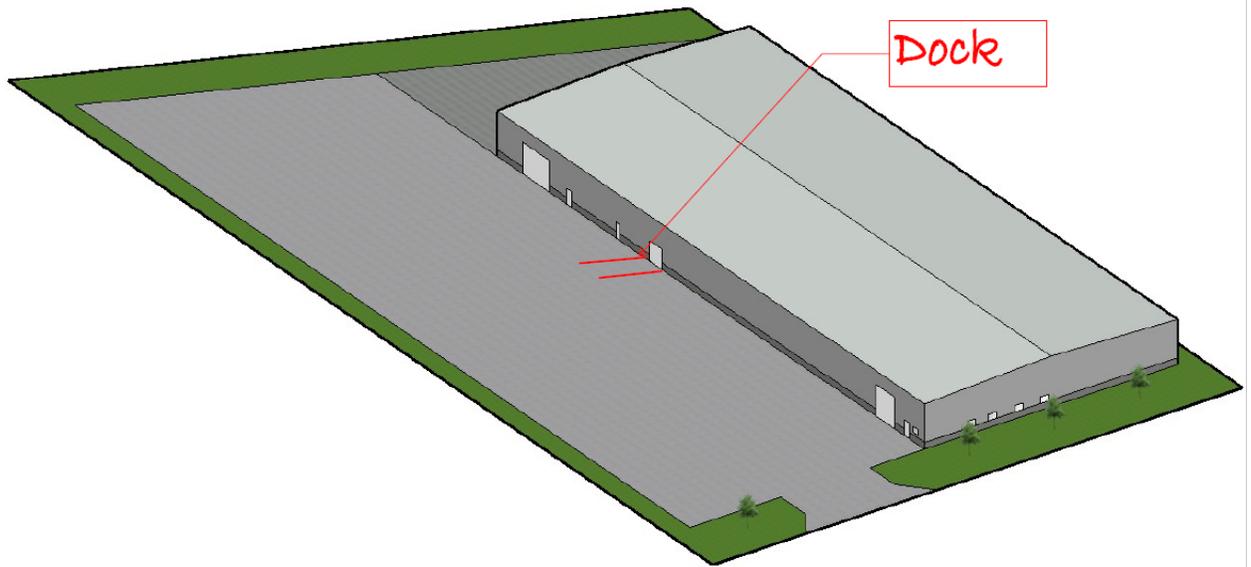


Exhibit "B"

EXHIBIT “C”
Cost Benefit Analysis
(Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the IHC Properties Redevelopment Project 2, as described in the Amendment to the Redevelopment Plan to which this cost-benefit analysis is attached, is presented below. The above-referenced project will utilize Tax Increment Financing funds authorized by Neb. Rev. Stat. § 18-2147.

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the current value of the property shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Project will be captured to pay eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the 15 year tax shift is as follows:

| | | |
|----|---|-------------|
| a. | Redevelopment Project Valuation: | \$93,800 |
| b. | Projected Completed Project Assessed Valuation: | \$2,272,724 |
| c. | Projected Tax Increment Base: | \$2,178,724 |
| d. | Estimated Tax Levy: | 1.734152 |
| e. | Annual Projected Tax Shift: | \$37,786 |

Note: The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2021 levy rate. There has been no accounting for a partial valuation in the first year of the TIF period. There has been no accounting for incremental growth or change in the tax levy over the 15 year TIF period. There has been no accounting for any annual state property tax credit.

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:

a. Public infrastructure improvements and impacts:

No substantial adverse effects are anticipated on the public infrastructure and community public service needs. All public infrastructure and community public services required to serve the Project exist or will be constructed as part of the Project. One commercial building will be constructed on the currently vacant lot, but the intended uses should not increase any community public services in the City in a materially significant manner. The Rail Campus Area has been designated by the City as a target area for commercial growth, and the construction of the Project in the Rail Campus Area will serve the City’s goals and not have a negative impact. The facility will include its own water treatment facility so all outgoing water will be as clean as when it came in.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, the Project should generate immediate tax growth for the City. The business(es) operated on the Project Site should generate immediate sales tax and personal property tax revenue that would otherwise not be produced. The Project will also require and pay for City services. It is not anticipated that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. The Project will create commercial space for lease, which should expand existing and attract new businesses. The primary tenant will be a heat exchanger fabrication and repair business that will occupy approximately 27,500 of the 37,500 square feet of the building. The Project should have a material positive impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project because the Project is intended to ameliorate conditions of blight that might otherwise deter businesses from locating or expanding in the area.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:

Similar to the answer provided in Section 3, above, the Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers. The Project should also encourage business owners to locate and/or relocate along the Highway 15 Corridor, which will allow for further growth of the community. The Rail Campus Area should also increase the workforce and bring additional consumer traffic to the City, which should also benefit other local businesses.

5. Impacts on the student populations of school districts within the City:

It is not anticipated that the Project will have a material adverse impact on the student populations of the school district within the City. The school district should have the capacity to handle any minimal population increase from the Project.

6. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

It is anticipated that the Project will create jobs in the City by expanding existing and attracting new businesses. Redeveloper has identified a need for commercial space in the City and this Project shall fill that need, but the lease rates will not be feasible without the use of TIF to help finance some of the public improvements. Redeveloper has recently completed construction on a separate redevelopment project in the Rail Campus Area and, to date, no defaults have occurred and Redeveloper has fulfilled all

of its obligations. There are no other material impacts determined by the agency relevant to the consideration of the cost of benefits arising from the Project.

7. Summary of Findings:

The Project will facilitate the development of a blighted and substandard area of the City without the incurrence of significant public cost. Additionally, the Project will increase property tax revenue in the long-term. The benefits outweigh the costs of the proposed Project.

4855-3075-4590, v. 1

C. Presentation and Review of Redevelopment Agreement

REDEVELOPMENT AGREEMENT

(IHC PROPERTIES REDEVELOPMENT PROJECT 2)

This Redevelopment Agreement is made and entered into as of the ____ day of May, 2022, by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and IHC Properties, LLC, a Nebraska limited liability company (“Redeveloper”).

RECITALS

A. The CRA is a duly organized and existing community redevelopment authority, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.

B. The City of Seward, in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2155, as amended (collectively the “Act”), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper owns or has contracted to purchase the Project Site which is located in the Redevelopment Area.

D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.

E. Redeveloper’s proposed redevelopment project will consist of the construction of a 37,500 square foot commercial building on the Project Site and associated improvements on the Project Site, as more particularly described on the attached Exhibit “A”.

F. The CRA has approved Redeveloper’s proposed redevelopment project, including the utilization of tax-increment financing to provide for the construction of the eligible public improvements defined in this Redevelopment Agreement.

G. CRA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, CRA and Redeveloper do hereby covenant, agree and bind themselves as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

Section 1.01 **Terms Defined in this Redevelopment Agreement.**

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. “Act” means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended, and acts amendatory thereof and supplemental thereto.

B. “Anticipated Tax Increment” means the Anticipated Tax Increment for this Project as set forth on the attached Exhibit “B”.

C. “City” means the City of Seward, Nebraska.

D. “CRA” means Community Redevelopment Authority of the City of Seward, Nebraska.

E. “Effective Date” means January 1, 2023.

F. “Eligible Project Costs” means only costs or expenses incurred by Redeveloper for Public Improvements and other items eligible for reimbursement under the Act.

G. “Minimum Project Valuation” means the amount of Two Million Two Hundred Seventy Two Thousand Seven Hundred Twenty Four and No/100 Dollars (\$2,272,724.00).

H. “Private Improvements” means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit “A”.

I. “Project” means the Project Site and includes improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit “A”.

J. “Project Completion Date” means December 31, 2022.

K. “Project Site” means all that certain real property situated in the City of Seward, Seward County, Nebraska, more particularly described on Exhibit “A”.

L. “Public Improvements” shall include all the public improvements more particularly described on Exhibit “A” which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

M. “Redevelopment Agreement” means this Redevelopment Agreement between the CRA and Redeveloper with respect to the Project.

N. “Redeveloper” means IHC Properties, LLC, a Nebraska limited liability company.

O. “Redevelopment Area” means Redevelopment Area #1 that is set forth in the Redevelopment Plan.

P. “Redevelopment Plan” means the Redevelopment Plan for the Redevelopment Area by the CRA and approved by the City pursuant to the Act, as amended from time to time.

Q. “Tax Increment” means in accordance with Neb. Rev. Stat. § 18-2147 of the Nebraska Community Development Law, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Seward County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project.

R. “TIF Indebtedness” means the sums payable under any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CRA or the City secured in whole or in part by Tax Increment.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Agreement shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The phrase “at any time” shall be construed as meaning “at any time or from time to time.”

(d) The word “including” shall be construed as meaning “including, but not limited to.”

(e) The words “will” and “shall” shall each be construed as mandatory.

(f) The words “herein,” “hereof,” “hereunder,” “hereinafter” and words of similar import shall refer to the Redevelopment Agreement as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(g) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(h) The captions to the sections of this Redevelopment Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II REPRESENTATIONS

Section 2.01 Representations by the CRA.

The CRA makes the following representations and findings:

(a) The CRA is a duly organized and validly existing community redevelopment authority under the Act.

(b) The CRA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Project will achieve the public purposes of the Act by, among other things, increasing employment, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.

(d) The costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the CRA and have been found to be in the long-term best interest of the community impacted by the Project.

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska limited liability company in good standing and has the power to enter into this Redevelopment Agreement and perform all obligations contained herein.

(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction,

equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CRA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Redeveloper owns the Project Site in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Agreement by Redeveloper.

(e) Pursuant to Neb. Rev. Stat. § 18-2119, Redeveloper certifies to the CRA that Redeveloper does not intend to file an application with the Nebraska Department of Revenue to receive tax incentives under the ImagiNE Nebraska Act.

(f) The Project would not be economically feasible without the use of tax increment financing.

(g) The Project would not occur in the Redevelopment Area without the use of tax increment financing.

ARTICLE III OBLIGATIONS OF THE CRA AND PUBLIC IMPROVEMENTS

Section 3.01 Capture of Tax Increment.

Subject to the contingencies described below and to all of the terms and conditions of this Redevelopment Agreement, commencing for the tax year of the Effective Date and continuing thereafter, the CRA shall capture the Tax Increment from the Private Improvements pursuant to the Nebraska Community Development Law. The CRA shall capture the Tax Increment generated by the Project Site for a total period of not to exceed fifteen (15) years after the Private Improvements have been included in the assessed valuation of the Project Site and the Project Site is generating the Tax Increment subject to capture by the CRA. The effective date of this provision shall be the Effective Date. The CRA shall file with the Seward County Assessor the “Notice to Divide Taxes” on or prior to August 1 in the year of the Effective Date.

Section 3.02 Issuance of TIF Indebtedness.

On or after thirty (30) days following the approval and execution of this Redevelopment Agreement, the CRA shall incur or issue TIF Indebtedness in an amount not to exceed Three Hundred Ninety Five Thousand Four Hundred and No/100 Dollars (\$395,400.00), as calculated on the attached and incorporated Exhibit “B”. The TIF Indebtedness shall be issued in a TIF Promissory Note in the form attached hereto as Exhibit “E” (“Note”). The TIF Indebtedness shall be purchased by Redeveloper or a lender of Redeveloper. The TIF Indebtedness shall not be a general obligation of the CRA or City which shall issue such Note solely as a conduit. If Redeveloper does not acquire and fund the TIF Indebtedness itself, Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the Note for the TIF Indebtedness. The TIF Indebtedness shall be secured by a pledge or assignment of the Tax Increment or otherwise secured by Redeveloper as required by the lender. The issuance of the TIF Indebtedness may be accomplished by offset so that the Redeveloper retains the TIF

Revenues and no bankable currency is exchanged at closing of the TIF Indebtedness and issuance of the Note, except as otherwise provided herein.

Section 3.03 Use of TIF Indebtedness.

The CRA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.02 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Indebtedness that the CRA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified pursuant to Section 4.03. In addition, the CRA shall retain an amount sufficient to pay its reasonable and necessary cost of issuance, including attorney fees, and a CRA administration fee in the amount of three percent (3%) of the TIF Indebtedness. Redeveloper shall pay to the CRA the cost of issuance and CRA administration fee at or prior to the issuance of the TIF Note. The Tax Increment shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

Section 3.04 Creation of Fund.

CRA will create a special fund to collect and hold the receipts of the Tax Increment. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.02 above.

Section 3.05 Projected TIF Sources and Uses.

In addition to the TIF Indebtedness calculation formula set forth on Exhibit "B", Redeveloper's anticipated TIF sources and eligible uses are attached and incorporated for the parties' reference as Exhibit "C."

**ARTICLE IV
OBLIGATIONS OF REDEVELOPER**

Section 4.01 Evidence of Financial Ability.

Redeveloper shall, no later than ninety (90) days following the execution of this Redevelopment Agreement, provide to the CRA evidence of availability of the specific amount of finances necessary for purposes of carrying out the commitment of Redeveloper in connection with construction of the Public Improvements and the Private Improvements. To the extent allowed by law, the CRA agrees to keep said information confidential. Such information shall state the amount and source of liquid assets on hand or immediately available to Redeveloper for use in constructing the Private Improvements; and shall state the amount and source of debt financing which is available, or irrevocably committed, to Redeveloper for use in completing the Private Improvements. Such information shall be provided in a form satisfactory to the CRA, and evidence of loan commitments shall include all of the documents evidencing the loan commitment, acceptance by Redeveloper, the purposes of the loan, the authorized use of loan funds, and all other terms and conditions of the loan commitment, the acceptance, and the loan. Submittal of such financial information in a form satisfactory

to the CRA shall be a condition precedent to the requirement of the CRA to proceed with its obligations under this Redevelopment Agreement.

Section 4.02 Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and the Private Improvements and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CRA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall furnish to the CRA a Certificate of Completion in the form attached hereto as Exhibit "F" from Redeveloper's engineer or architect, or owner's representative. When accepted in writing by the CRA, the certification by Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include "special causes of loss" insurance for physical loss or damage.

Section 4.03 Cost Certification.

Redeveloper shall submit to CRA a certification of Eligible Project Costs in the form of the certification attached hereto as Exhibit "G" ("Eligible Project Costs Certification"), after expenditure of such project costs. Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CRA. Determinations by the CRA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Redevelopment Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper.

The TIF Indebtedness shall not exceed the actual and certified Eligible Project Costs for the Project. In the event that the certified Eligible Project Costs for the

Project are less than the TIF Indebtedness, the CRA shall reduce the TIF Indebtedness amount and Redeveloper shall repay to the CRA within ten (10) days of said cost certification any amount in excess of the Eligible Project Costs issued prior to the Eligible Project Costs Certification. If the CRA requests, Redeveloper shall, from time to time, furnish the CRA with satisfactory evidence as to the use and application of the Tax Increment.

Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.05 Pay Real Estate Taxes.

(a) Redeveloper shall create a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation no later than the Effective Date. During the period of this Redevelopment Agreement, Redeveloper, and any successors and assigns, will: (1) not protest a real estate property valuation of the Project Site to a sum less than the Minimum Project Valuation; and (2) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If Redeveloper funds the Note, Redeveloper agrees to forgive any shortfall in repayment of the TIF Indebtedness. If a lender or third party other than Redeveloper funds the Note, Redeveloper shall make semi-annual payments in lieu of taxes ("Deficiency Payments") to said lender or third party in the amount the Anticipated Tax Increment exceeds the actual Tax Increment. Said Deficiency Payments shall be made within thirty (30) days of written notice from the lender and/or CRA.

Section 4.06 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to the termination of the fifteen (15) year period commencing on the Effective Date without the prior written consent of the CRA, which shall not be unreasonably withheld and which the CRA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyance, which shall be permitted without consent of the CRA: (i) any conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises (whether incurred prior to or after the effective date of this Redevelopment Agreement) with the outstanding principal amount of all such indebtedness secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement; or (ii) any additional or subsequent

conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement.

ARTICLE V
FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except, (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within ninety (90) days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within ninety (90) days of Redeveloper receiving notice thereof.

Section 5.03 Mortgage Financing.

(a) Mortgage Holder Obligations. Each mortgage holder who obtains title to the Project Site or any part thereof as a result of foreclosure or other judicial proceedings or action in lieu thereof (referred to in this section as the "Mortgage Holder") shall be obligated to require construction and completion of the Private Improvements and the Public Improvements by any person who subsequently obtains title to the Project Site or any part thereof from the Mortgage Holder; provided, however, the Mortgage Holder shall not be obligated by and shall be exempted from those provisions of this Redevelopment Agreement which require construction and completion of the Private Improvements and the Public Improvements. Additionally, no person, including the Mortgage Holder, may devote the Private Improvements and the Public Improvements thereon or any part thereof to any use or construct any improvements thereon other than those uses and improvements provided and permitted in accordance with this Redevelopment Agreement for the term of this Redevelopment Agreement.

(b) Copy of Notice of Default to Mortgagee. Whenever the CRA shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper of its obligations or covenants in this Redevelopment Agreement, the CRA shall, at the same time, forward a copy of such notice or demand to each holder of any

mortgage authorized by this Redevelopment Agreement at the last address of such holder as shown in the records of the CRA or as provided by such mortgagee.

(c) Mortgagee's Option to Cure Defaults. If thirty (30) days after notice or demand with respect to any breach or default, such breach or default remains uncured, each holder shall (and every mortgage instrument made prior to acceptance by the CRA of the Certificate of Completion with respect to any of the Private Improvements or the Public Improvements by Redeveloper or its successors in interest shall so provide) have the right, at its option, to cure or remedy such breach or default within sixty (60) days after notice or demand, and to add the cost thereof to the mortgage debt and the lien of its mortgage. If the mortgage holder commences efforts to cure the default within such period and the default cannot, in the exercise of due diligence, be cured within such period, the holder shall have the right to diligently continue to cure the default.

(d) Mortgage Rights Applicable to Other Forms of Encumbrance. The rights and obligations of this Redevelopment Agreement relating to mortgages of the Project Site shall apply to any other type of encumbrance on the Project Site, and any of the stated rights, obligations and remedies of any party relating to mortgage foreclosures shall be applicable to procedures under any deed of trust or similar method of encumbrance.

(e) Termination of Provisions. The provisions of this Section 5.03 shall terminate upon acceptance by the CRA of Redeveloper's Certificate of Completion.

ARTICLE VI DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of the CRA and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CRA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 Additional Remedies of the CRA.

In the event that:

- (a) Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of one hundred twenty (120) days (not including any period covered pursuant to the terms of Section 6.04 below);
- (b) Redeveloper, and/or any successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CRA made for such payment within thirty (30) days following written notice from the CRA;
- (c) Any Deficiency Payment due pursuant to Section 4.05(b) of this Redevelopment Agreement is not paid when due as set forth in Section 4.05(b); or
- (d) There is a transfer of the Project Site or any part thereof in violation this Redevelopment Agreement, and such failure or action by Redeveloper has not been cured within thirty (30) days following written notice from the CRA,

then Redeveloper shall be in default of this Redevelopment Agreement; and if such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CRA would be difficult to determine with certainty. To the extent that such failure results in the fact that the CRA is not able to capture the full amount of Tax Increment contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the Anticipated Tax Increment exceeds the actual Tax Increment. Additionally, the CRA may, but is not required to, declare the entire amount due hereunder for the remainder of the TIF period immediately due and payable by Redeveloper, such amount or any portion thereof which may from time to time remain unpaid shall bear interest at a rate of twelve percent (12%) per annum or, if less, the maximum legal rate permitted by law, until all amounts due hereunder are paid in full.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within thirty (30) days following written notice from the CRA, then Redeveloper shall be in default. In such an instance, the CRA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law.

Section 6.04 Limitation of Liability; Indemnification.

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CRA, City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the CRA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither City nor the CRA shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CRA and the City from and agrees that the CRA and the City shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements.

(b) Redeveloper shall indemnify, defend (at the CRA's and/or the City's option) and hold harmless the CRA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the CRA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

**ARTICLE VII
MISCELLANEOUS**

Section 7.01 Memorandum.

A Memorandum of this Redevelopment Agreement shall be recorded with the Seward County Register of Deeds. The form of the Memorandum is attached as Exhibit "D" and incorporated by this reference.

Section 7.02 Governing Law.

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

Section 7.03 Binding Effect; Amendment.

This Redevelopment Agreement shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Agreement shall run with the Project Site. The Redevelopment Agreement shall not be amended except by a writing signed by the party to be bound.

Section 7.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between: (i) the CRA and/or the City; and (ii) Redeveloper, or any officer, employee, contractor or representative of Redeveloper. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

Section 7.05 Document Retention.

Redeveloper shall retain copies of all supporting documents that are associated with the Redevelopment Plan, Project, or this Redevelopment Agreement and that are received or generated by Redeveloper for three (3) years following the end of the last fiscal year in which ad valorem taxes are divided for the Project and provide such copies to the City as needed to comply with the City's retention requirements under the Act. Supporting documents shall include, but not be limited to, any cost-benefit analysis conducted pursuant to Section 18-2113 of the Act and any invoice, receipt, claim, or contract received or generated by Redeveloper that provides support for receipts or payments associated with the division of taxes.

Section 7.06 Notice to Redeveloper.

For the purpose of any notice requirement set forth in this Redevelopment Agreement, Redeveloper's address shall be:

IHC Properties, LLC
Attn: Troy Bridgford
3301 S 7th Street, Suite C
Lincoln, NE 68502
troy.bridgford@ironhideconstruction.com

[Signature Page Follows]

**EXHIBIT “A”
DESCRIPTION OF PROJECT**

The Project undertaken by Redeveloper on the Project Site, defined as the real estate legally described as:

Lot 2, Block A, Replat of Blocks 2 and 3, Seward Rail Campus PUD Original Addition, and a portion of adjacent vacated Walker Road, City of Seward, Seward County, Nebraska.

Includes the following Public Improvements and Private Improvements, which shall be undertaken and completed by Redeveloper.

- (a) **Private Improvements.** The construction of a 37,500 square foot commercial building on the Project Site and associated improvements on the Project Site. The preliminary site plan for the Private Improvements is attached hereto as Exhibit “A-1” for reference.

- (b) **Public Improvements.** Site acquisition, site preparation, grading, architectural, engineering, and legal fees, and other eligible public improvements on the Project Site and in the Redevelopment Area, which public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

EXHIBIT "A-1" PRELIMINARY SITE PLAN

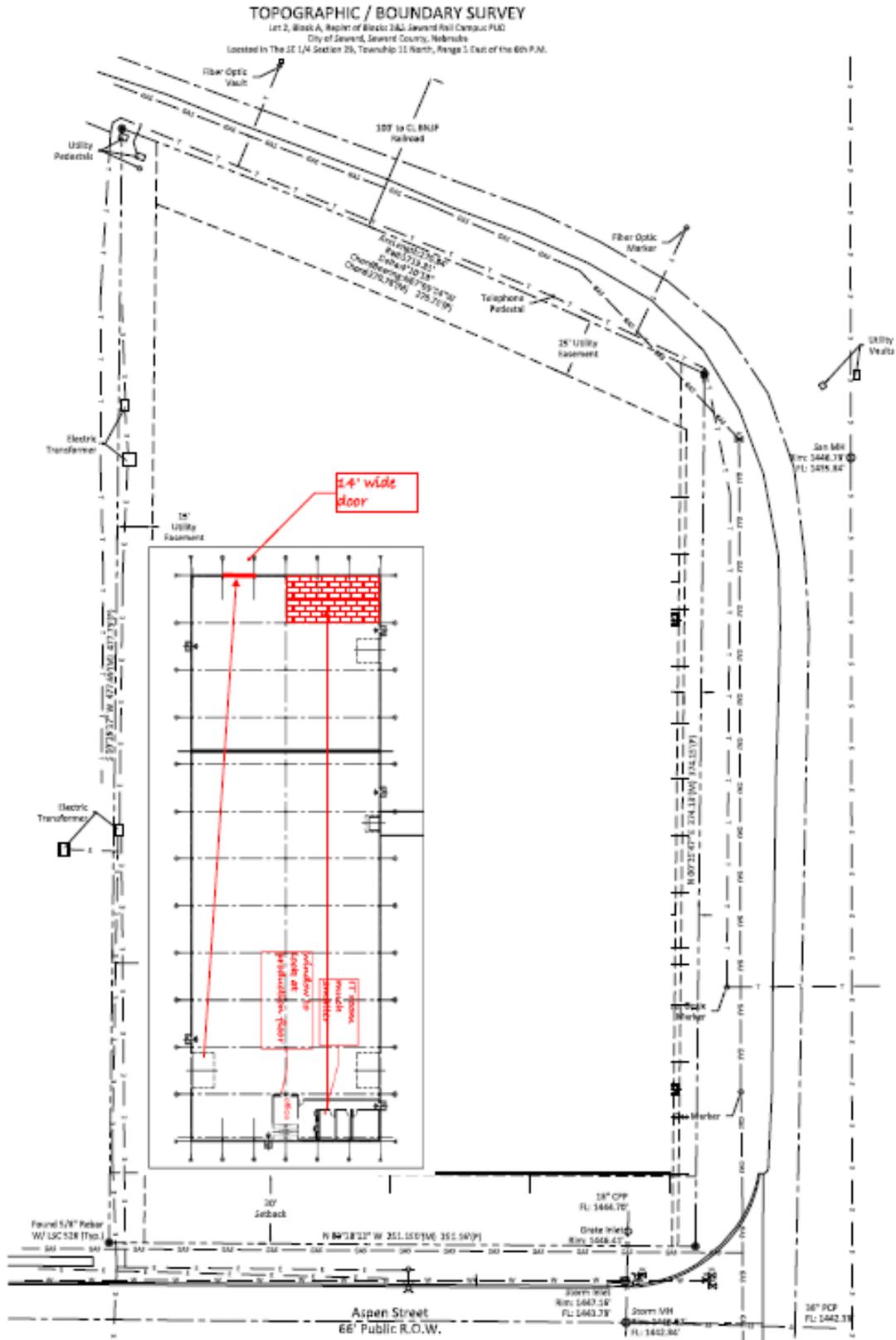
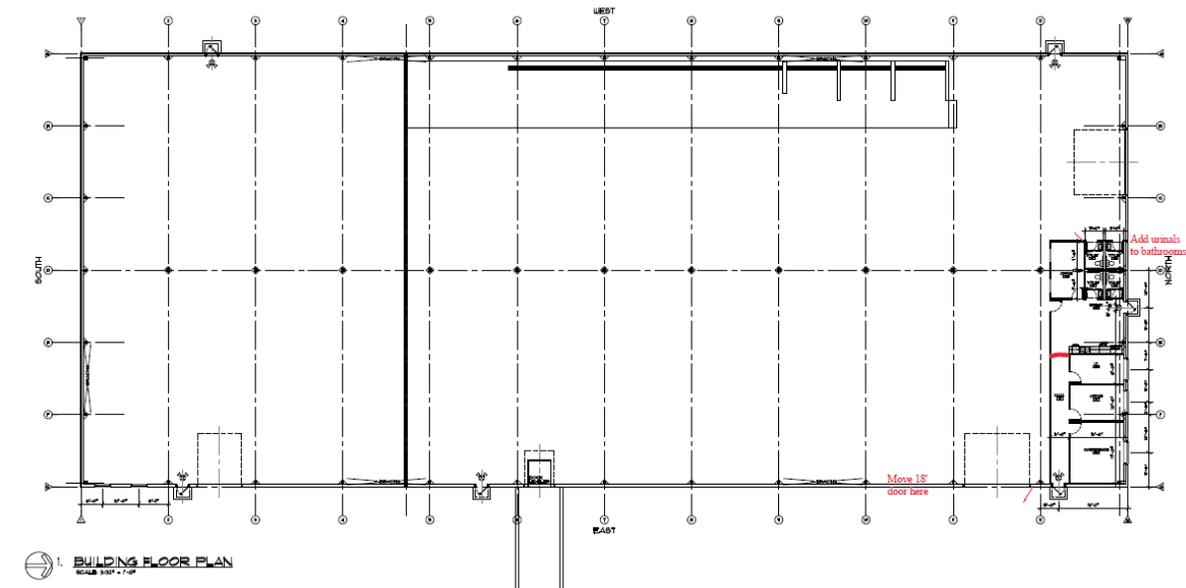
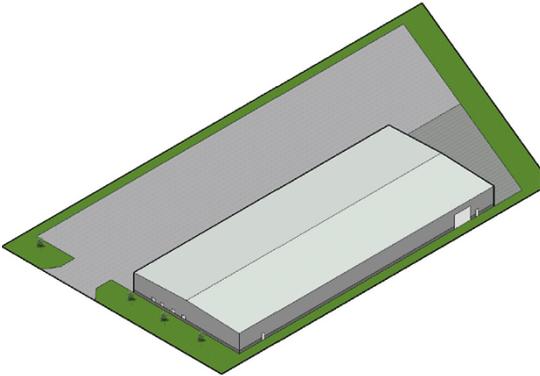


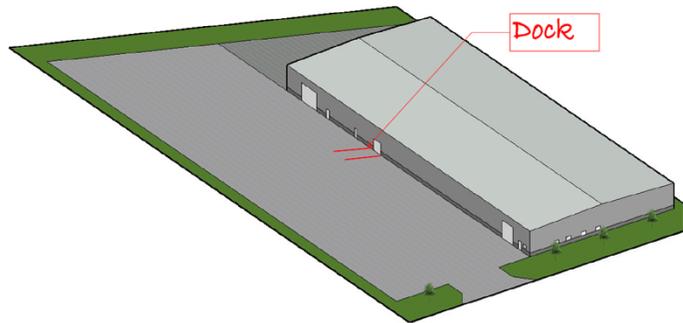
Exhibit "A-1"



View from Southeast:



View from South:



**EXHIBIT “B”
TIF INDEBTEDNESS**

1. Projected Base Value: \$93,800
2. Projected Minimum Final Value: \$2,272,724
3. Projected Incremental Valuation: \$2,178,924
4. Assumed Tax Levy: 1.734152
5. Anticipated Tax Increment: \$37,786 annually
6. Assumed Interest Rate: 5.0%
7. TIF Indebtedness:
 - a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$395,400, which is the maximum amount, together with interest accruing thereon, which can be amortized by December 31, 2038, solely from the Tax Increment Revenues based upon the Anticipated Tax Increment.
 - b. **Payments.** Semi-annually commencing when real estate taxes are fully collected for the tax year 2023. The CRA shall utilize all Tax Increment received from the Project to pay debt service on the TIF Indebtedness until the TIF Indebtedness is fully repaid. Provided, however, the CRA does not warrant, represent, or guaranty that the Tax Increment will be sufficient to repay the entire amount of the TIF Indebtedness. The CRA has no obligation to make any payments other than the actual Tax Increment received from the Project.
 - c. **Maturity Date.** On or before December 31, 2038.
 - d. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years, commencing on the Effective Date of January 1, 2023 (2023 taxes paid in 2024) and terminating on December 31, 2037 (2037 taxes due on December 31, 2037, but paid in 2038). Payment of ad valorem taxes in arrears pursuant to customary payments in Nebraska shall not affect the fifteen (15) year TIF period.

Note: All calculations are based on assumptions and estimates of future values that may be different than the values used herein or may vary from year to year.

EXHIBIT "C"
PROJECTED TIF SOURCES AND USES

1. TIF SOURCES:

Assumptions:

| | |
|-----------------|----------|
| Tax Levy | 1.734152 |
| Interest Rate | 5.0% |
| Number of Years | 15 |

Property Valuation:

| | Assessed Val. | Est. Taxes |
|-------------------|---------------|------------|
| Pre-Project | \$93,800 | \$1,627 |
| Completed Project | \$2,272,724 | \$39,412 |
| Difference | \$2,178,924 | \$37,786 |

TIF Calculations:

| | |
|--|------------|
| Annual TIF Amount | \$37,786 |
| Total TIF | \$566,788 |
| TIF Indebtedness (Present Value) | \$395,400 |
| less 3% Admin Fee | (\$11,863) |
| Approx. Cost of Issuance (actual cost TBD) | (\$8,000) |
| TIF Available to Redeveloper | \$375,537 |

2. TIF USES:

| | |
|---|-----------------|
| Site Acquisition | \$257,178 |
| Site Preparation | \$150,000 |
| Grading | \$20,000 |
| Arch. And Eng. Fees | \$37,500 |
| <hr/> Total estimated TIF eligible costs: | <hr/> \$464,678 |

EXHIBIT “D”

After recording, please return to:

Derek Bargmann
City of Seward
City Hall, 537 Main Street
Seward, NE 68434

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(IHC Properties Redevelopment Project 2)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this ___ day of May, 2022 by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and IHC Properties, LLC, a Nebraska limited liability company (“Redeveloper”).

1. **Redevelopment Agreement.** CRA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements and the private improvements being made to real property owned by Redeveloper and legally described as:

Lot 2, Block A, Replat of Blocks 2 and 3, Seward Rail Campus PUD Original Addition, and a portion of adjacent vacated Walker Road, City of Seward, Seward County, Nebraska (the “Project Site”).

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CRA of the private improvements to be made by Redeveloper on the Project Site for a period not to exceed fifteen (15) years after the Effective Date set forth in the Redevelopment Agreement. The Tax Increment so captured by the CRA shall be used to make the public improvements as described in the Redevelopment Agreement.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CRA offices in Seward, Nebraska.

[Signature Page Follows]

**EXHIBIT “E”
FORM OF TIF PROMISSORY NOTE**

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (“THE 1933 ACT”) AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF SEWARD, NEBRASKA

REDEVELOPMENT REVENUE NOTE
(IHC PROPERTIES REDEVELOPMENT PROJECT 2)
SERIES 2022A

| | | |
|---------------------|---------------|------------------------|
| Maturity Date | Interest Rate | Original Issuance Date |
| December 15, 2038 | 5.0% | |
| Registered Holder | | Principal Amount |
| IHC Properties, LLC | | \$395,400 |

THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA (the “Issuer”), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Accrual Commencement Date (as defined herein) or from the most recent date to which interest has not been paid. Principal and accrued interest shall be payable in thirty (30) semi-annual installments due June 15, 2024, December 15, 2024, and each June 15 and December 15 thereafter through December 15, 2038, when all principal and accrued interest shall be due and payable. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth calendar day next preceding the applicable maturity date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts. No interest shall accrue until the later of the Effective Date identified

in the Redevelopment Agreement or the date that the Redeveloper has submitted and the CDA has accepted the Cost Certification for the eligible costs for the Project (“Accrual Commencement Date”).

This Note is designated the Community Redevelopment Authority of the City of Seward, Nebraska Redevelopment Revenue Note (IHC Properties Redevelopment Project 2), Series 2022A, aggregating Three Hundred Ninety Five Thousand Four Hundred and No/100 Dollars (\$395,400.00) (“Note”) in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended and supplemented (the “Act”) and under and pursuant to the terms of that certain Redevelopment Agreement between the Issuer and IHC Properties, LLC, a Nebraska limited liability company, for the IHC Properties Redevelopment Project 2 (the “Redevelopment Agreement”), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the “Project”). All such revenue has been duly pledged for the purpose of paying this Note.

THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA, OR THE CITY OF SEWARD, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA, OR THE CITY OF SEWARD, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible “redevelopment project” as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Seward, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required

to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon written documentation of transfer satisfactory to the Issuer and the Registrar duly executed by the Registered Holder and the assignee/transferee, together with a purchase letter in a form provided by Issuer and any other documentation required by the Issuer. Prior to the approval of any transfer of this Note, the Registered Holder shall pay all of the Issuer's costs, including attorney's fees, relating to the transfer of the Note. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is prepayable at any time in whole or in part, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CERTIFICATE OF AUTHENTICATION

City Treasurer, City of Seward as
Paying Agent and Registrar

By: _____
Authorized Signatory

EXHIBIT "F"
FORM OF CERTIFICATE OF COMPLETION
(IHC Properties Redevelopment Project 2)

The undersigned certifies, represents and warrants to the City of Seward, Nebraska, and the Community Redevelopment Authority of the City of Seward, Nebraska ("CRA") with regard to the following real property situated in the City of Seward, Seward County, Nebraska, to wit:

Lot 2, Block A, Replat of Blocks 2 and 3, Seward Rail Campus PUD Original Addition, and a portion of adjacent vacated Walker Road, City of Seward, Seward County, Nebraska.

that the Private Improvements and Public Improvements required to be constructed by Redeveloper upon the above described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated May __, 2022, as referenced in the Memorandum of Redevelopment Agreement recorded as Instrument No. _____ in the office of the Register of Deeds for Seward County, Nebraska.

"REDEVELOPER"
IHC PROPERTIES, LLC,
a Nebraska limited liability company

By: _____
Troy Bridgford, Manager

"CRA"
COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT "G"
FORM OF A CERTIFICATION OF ELIGIBLE PROJECT COSTS

Date: _____

IHC Properties, LLC, a Nebraska limited liability company ("Redeveloper"), hereby certifies that it has incurred and paid the Eligible Costs indicated herein, pursuant to the terms of the Redevelopment Agreement between Redeveloper and the Community Redevelopment Authority of the City of Seward. The portion of the Project as indicted herein is substantially completed. Attached hereto are documents substantiating the actual Eligible Costs and payment by Redeveloper.

REDEVELOPMENT ELIGIBLE COSTS

Certified and Requested

| | |
|---------------------|-----------|
| Site Acquisition | \$ _____ |
| Site Preparation | \$ _____ |
| Grading | \$ _____ |
| Arch. And Eng. Fees | \$ _____ |
| <hr/> | |
| Total: | \$ _____* |

***Principal Amount of TIF Indebtedness shall not exceed \$395,400.**

IHC PROPERTIES, LLC,
a Nebraska limited liability company

By: _____
Troy Bridgford, Manager

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

Approved the by Chairman of the CRA:

By: _____
Name: _____
Title: _____

D. Consideration of a Resolution Approving the Redevelopment Plan Amendment and Adopting a Cost Benefit Analysis for the Redevelopment Project

**CITY OF SEWARD, NEBRASKA
RESOLUTION NO. 2022-19**

(Amendment to Redevelopment Plan–IHC Properties Redevelopment Project 2)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD,
NEBRASKA, APPROVING AN AMENDMENT OF THE REDEVELOPMENT PLAN
FOR THE CITY OF SEWARD, NEBRASKA, INCLUDING THE IHC PROPERTIES
REDEVELOPMENT PROJECT 2.**

RECITALS

A. The Community Redevelopment Authority of the City of Seward (“CRA”) has recommended that the Redevelopment Plan for the City of Seward, a copy of which is on file and available for public inspection with the City Clerk (the “Redevelopment Plan”), should be amended to include a project for the redevelopment of certain real property within the Redevelopment Area identified and legally defined in said amendment (the “Project Site”).

B. The proposed amendment to the Redevelopment Plan (“Redevelopment Plan Amendment”) is on file and available for public inspection with the Seward City Clerk.

C. The Redevelopment Plan Amendment includes a redevelopment project identified as the IHC Properties Redevelopment Project 2 (the “Project”) that will utilize Tax Increment Financing pursuant to Neb. Rev. Stat. § 18-2147.

D. The CRA submitted the question of whether the Redevelopment Plan Amendment should be recommended to the City Council to the Planning Commission of the City of Seward.

E. The Planning Commission recommended the approval of the Redevelopment Plan Amendment.

F. Notice of public hearing regarding the adoption and approval of the Redevelopment Plan Amendment by the City Council was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Community Development Law, Neb. Rev. Stat. §§ 18-2115 and 18-2115.01, and Nebraska law.

G. On May 17, 2022, the City Council held a public hearing relating to the question of whether the Redevelopment Plan Amendment should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

H. The City Council has reviewed the Redevelopment Plan Amendment, the cost benefit analysis prepared by the CRA and attached to the Redevelopment Plan Amendment, the recommendations of the Planning Commission, and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, it is found by the City Council of the City of Seward, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2155 (the “Act”), as follows:

1. The Project Site is in need of redevelopment to remove blight and substandard conditions identified pursuant to the Act.
2. The Redevelopment Plan Amendment will, in accordance with the present and future needs of the City of Seward, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.
3. The Redevelopment Plan Amendment is in conformance with the general plan for development of the City of Seward as a whole, as set forth in the City of Seward Comprehensive Plan, as amended.
4. The cost and benefits set forth in the Project cost benefit analysis are found to be in the long-term best interest of the City of Seward.
5. The Project would not be economically feasible without the use of Tax Increment Financing.
6. The Project would not occur on the Redevelopment Area without the use of Tax Increment Financing.

BE IT FURTHER RESOLVED, that pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Redevelopment Plan Amendment is hereby approved and adopted by the City Council as the governing body for the City of Seward.

Dated this 17th day of May, 2022.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

- E. Consideration of a Resolution Approving the Redevelopment Plan Agreement for a Redevelopment Project Including the Issuance of TIF Indebtedness for the Redevelopment Project and Other Such Actions Under the Community Development Law

CITY OF SEWARD, NEBRASKA

RESOLUTION # 2022-20

(Redevelopment Agreement – IHC Properties Redevelopment Project 2)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA, APPROVING THE FORM OF THE REDEVELOPMENT AGREEMENT AND AUTHORIZING THE COMMUNITY REDEVELOPMENT AUTHORITY TO ENTER INTO SAID AGREEMENT.

RECITALS

A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended (the “Act”), the City of Seward, Nebraska (“City”), has adopted a redevelopment plan (“Redevelopment Plan”) for certain portions of the City. A copy of the Redevelopment Plan is on file with the City Clerk for inspection.

B. The Redevelopment Plan, as amended, includes a specific redevelopment project identified as the IHC Properties Redevelopment Project 2 that will include the use of Tax Increment Financing (the “Project”).

C. On May 11, 2022, the CRA approved the Redevelopment Agreement for the Project.

D. The City Council has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the General Comprehensive Development Plan of the City, and in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Seward, Nebraska, that the Redevelopment Agreement between the Community Redevelopment Authority of the City of Seward, Nebraska and IHC Properties, LLC which is on file with the City Clerk and available for public inspection, is hereby approved.

BE IT FURTHER RESOLVED, the CRA is hereby authorized to execute and deliver the Redevelopment Agreement, with such changes, modifications, additions, and deletions therein and shall they seem necessary, desirable or appropriate, for and on behalf of the CRA.

BE IT FURTHER RESOLVED, the CRA is hereby authorized to take all actions contemplated and required in the Redevelopment Agreement including, without limitation, the issuance of such TIF Indebtedness as set forth in the Redevelopment Agreement. Such TIF Indebtedness shall be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CRA of the City.

BE IT FURTHER RESOLVED that all Resolutions or parts thereof in conflict with the provisions of this Resolution or to the extent of such conflicts, are hereby repealed.

Dated this 17th day of May, 2022.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

2. Public Hearing - 7:00 PM - Special Use Permit for 1313 W Hwy 34 to Allow Installation of a Utility Hut for Allo Communications in a UC-Urban Corridor District
- Building/Zoning & Code Enforcement Director Dworak



PAID
4-21-2022 cash

P.O. Box 38 • 537 Main Street
Seward, Nebraska 68434
Phone and TDD 402-643-2928
Fax 402-643-6491

APPLICATION FOR A SPECIAL USE PERMIT

CITY OF SEWARD, SEWARD COUNTY, NEBRASKA

Instructions:

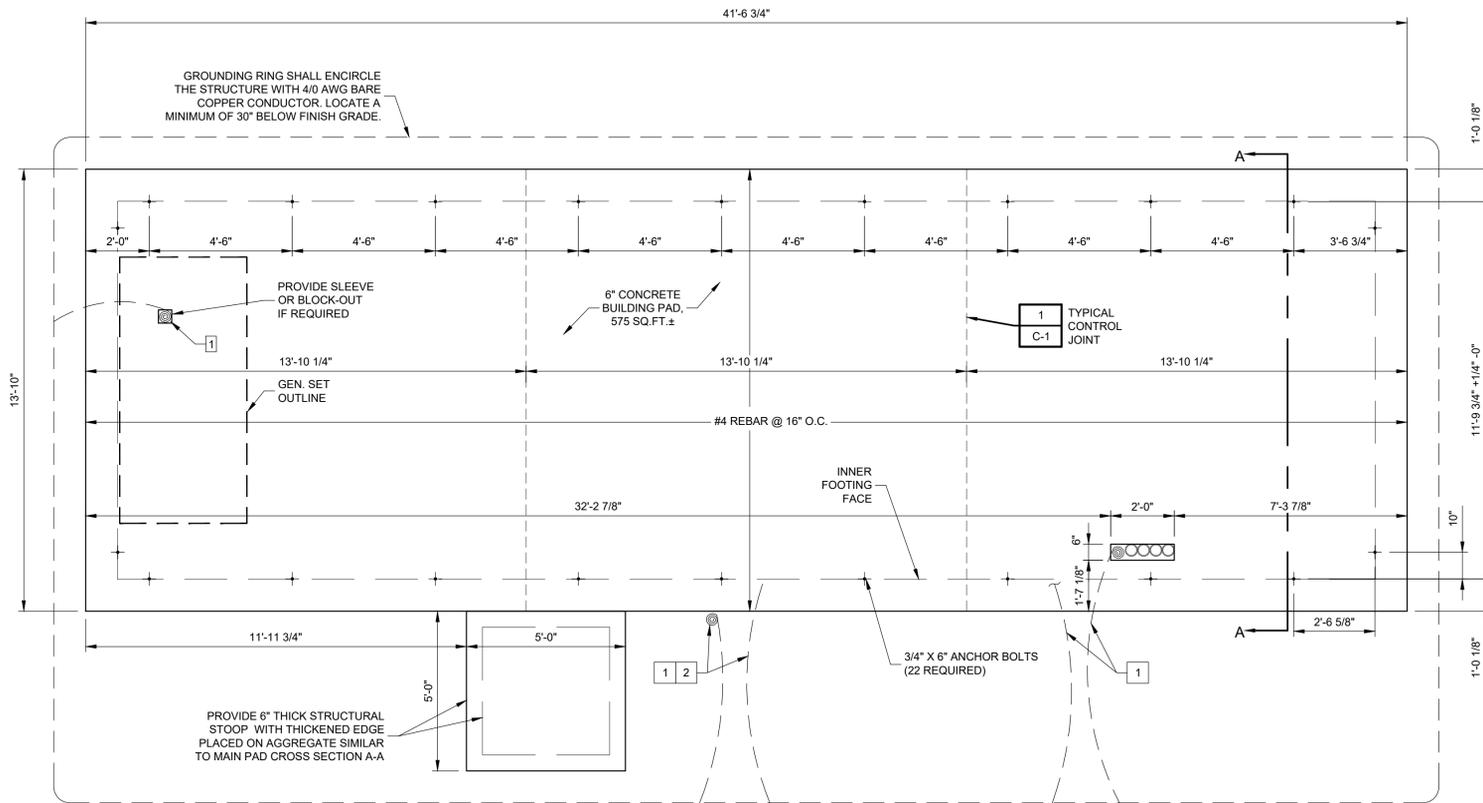
1. Fill out application form completely. Please print or type. Use additional sheets if needed.
2. Filing fee: \$200.00. Notification Fee \$ 100,00 Make check payable to City of Seward.
3. Contact City of Seward Planning & Zoning Director if you have any questions.
4. Submit a list of property owners within 300 feet, prepared by a certified abstractor.
5. Submit completed application and fee 30 days prior to the next regular scheduled Planning Commission meeting.

1. Applicant's name: Brian Fehlhafer
2. Applicant's address: 1369 190th Rd Seward
Property Address: 1313 W Hwy 34 Seward ZIP: 68434
3. Telephone (business): _____ (home): 402-641-8166
4. Present use of property: Vacant
5. Desired use of property: Place utility hut on portion of property
6. Present zoning: UC - Urban Corridor
7. Legal description of property: All Block 30 south of the Hwy, Lots 1-6 Block 19, 1/2 Vacated Alleys & street in Hams, Moffitt Roberts Addition, City of Seward, Seward County Nebraska
8. Under what provisions of the zoning regulations are you seeking this permit?
410.44-3 Allow utilities in urban corridor
9. For how many years are you seeking this permit (5 years, 10 years, etc.)? _____
10. Explain in detail what you propose to do: Install utility hut for All Communications
11. How are adjoining properties used? Indicate both zoning district designations and actual uses.
North: UC - office building South: R-4 Residential
East: R-4 Residential West: UC - Grocery store
12. This authorizes the City of Seward Planning and Zoning Director to enter upon the property during normal working hours for the purpose of becoming familiar with the proposed situation. The Director may be accompanied by members the City of Seward Planning Commission or Seward City Council.

Date: 4-11-2022

Owner's Signature

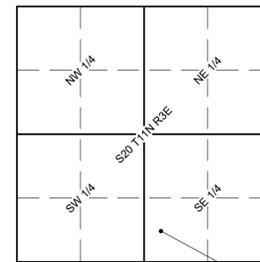
"Nebraska's Official 4th of July City"



CONCRETE FOUNDATION PLAN
SCALE: 3/8" = 1'-0"

KEYNOTES:

- 1 CONNECT BONDING JUMPER FROM GROUNDING RING TO FOOTING STEEL AND ELECTRIC EQUIPMENT WITH 4/0 AWG BARE COPPER CONDUCTOR PER NEC 2017.
- 2 PROTECT EXPOSED WIRE ON EXTERIOR WITH RIGID METAL CONDUIT



LOCATION MAP
NO SCALE



LOCATION MAP
NO SCALE



SITE PLAN
SCALE: 1" = 20'

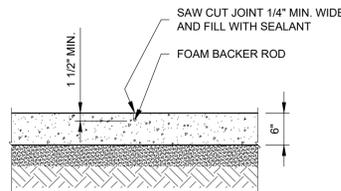
STRUCTURAL LOAD NOTES:

Building Code and Design Load information can be found on TrueBond Drawing TBB1494 REV. 10, 4/15/2022
Soil Allowable Load used for Design: 1500 psf

AGGREGATE SPECIFICATIONS:

1. THE TYPES OF AGGREGATE SHALL BE ONE OF THE FOLLOWING:
 - a. Crushed Granite
 - b. Crushed Concrete
 - c. Crushed Limestone
 - d. Platte Valley Gravel or approved equal
2. ALL AGGREGATE SHALL MEET THE SAME GRADATION AS REQUIRED BELOW.

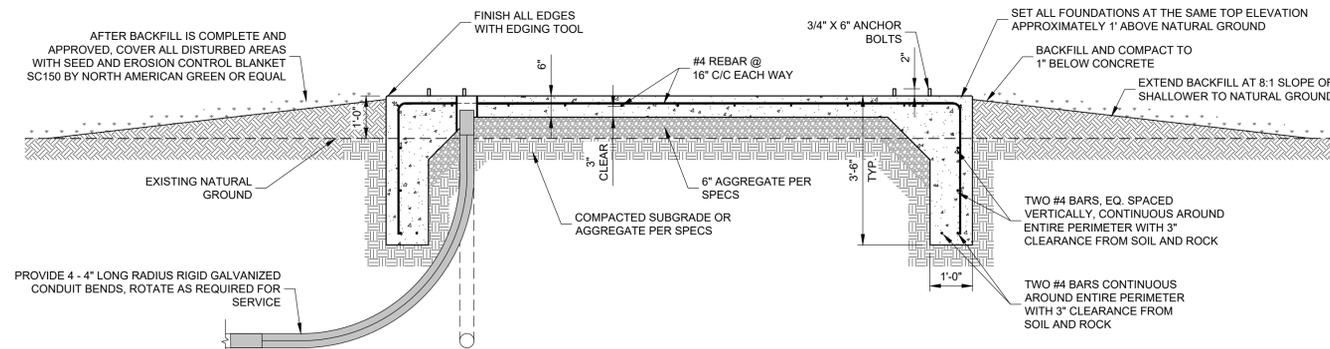
| Screen Size | Percent Passing by Weight |
|-------------|---------------------------|
| 1" | 92 - 100% |
| 3/4" | 66 - 90% |
| 3/8" | 15 - 45% |
| No. 4 | 0 - 12% |
| No. 10 | 0 - 4% |
| No. 20 | 0 - 4% |
| No. 200 | 3% Maximum |
3. THE AGGREGATE SHALL BE LAID AND COMPACTED BY AN APPROVED METHOD TO THE LINES AND GRADES SHOWN ON THE PLANS.



CONTROL JOINT
SCALE: 3/4" = 1'-0"

CONSTRUCTION AND CONCRETE NOTES:

1. A LICENSED SURVEYOR SHALL LOCATE ADJACENT PROPERTY, EASEMENT AND SETBACK LINES TO PROPERLY LOCATE THE STRUCTURE.
2. STRIP 6" TO REMOVE ORGANIC MATERIAL. COMPACT STRIPPED AREA (SEE NOTE BELOW). PROVIDE LEAN CLAY FILL OR AGGREGATE TO LEVEL WITH EXISTING SURFACE. COMPACT AND LEVEL TO FLAT PROFILE.
3. ALL PAVING AND CONCRETE SHALL BE PLACED ON A FLAT AND SMOOTH PROFILE. E.G. SCREEDED AND COMPACTED SAND CUSHION OR "TRIMMED" SURFACE.
4. ALL CONCRETE FOR FLOORS, PADS AND FOOTINGS SHALL BE NDOT CLASS "47B-4000". DRIVEWAYS, SIDEWALKS, RAMPS AND CURBS SHALL BE THE SAME.
5. USE POWER TROWEL FINISH ON ALL INTERIOR CONCRETE.
6. PROVIDE BURLAP OR BROOM FINISH ON DRIVES AND SIDEWALKS AND PROVIDE SAWED JOINTS FILLED WITH SEALANT NOTED BELOW.
7. ALL SUBGRADE UNDER CONCRETE SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY AT ±2% FROM OPTIMUM MOISTURE.
8. SEAL ALL EXPOSED JOINTS IN CONCRETE, EXPANSION JOINTS AND JOINTS ADJACENT TO BUILDING WITH POLYURETHANE SUCH AS VULKEM 45 SSL BY TREMCO INCORPORATED, SONNEBORN SL-1 OR APPROVED EQUAL.
9. CONTRACTOR TO LAYOUT AND TOOL OR SAW CUT CONTROL JOINTS AS SHOWN OR AS REQUIRED TO PREVENT RANDOM CRACKS. CUT AS SOON AS PRACTICAL. DO NOT LEAVE OVERNIGHT.
10. ALL CONCRETE PAVING CONTROL JOINTS SHALL BE CUT OR PLACED AS DIMENSIONED IN NEARLY SQUARE SECTIONS WITH NO LENGTH TO WIDTH RATIO EXCEEDING 1.2. (E.G. 3'X3', 5'X5', 10'X10' ETC), UNLESS NOTED OTHERWISE.



FOUNDATION SECTION A - A
SCALE: 1/2" = 1'-0"

ELECTRIC ONE LINE DIAGRAM
SCALE:

LOCATION NOTES:

1. PROPERTY ADDRESS: 1313 WEST HWY 34, SEWARD, NE 68434
2. OWNER: FEHLHAFFER/BRIAN K & CINDY A
3. LEGAL SUBDIVISION: SEWARD H M & R ADDITION ALL BLOCK 30 S OF HWY, LOTS 1-6 BLOCK 19, 1/2 ADJ VAC ST & ALLEYS
4. BUILDING ZONE: UC
5. BUILDING AREA: 360S.F. (SEE THERMOBOND DRAWING TBB1494 REV. 0, 4/15/2022)
6. LOT AREA / LOT COVERAGE: >107,593 S.F. / <0.3%
7. CONTRACTOR TO COORDINATE FINAL BUILDING LOCATION WITH CLIENT PRIOR TO CONSTRUCTION.
8. CONTRACTOR TO LOCATE AND PROTECT ALL UNDERGROUND UTILITIES DURING CONSTRUCTION.
9. CONTRACTOR TO LOCATE AND VERIFY EXISTING PROPERTY PINS, BOUNDS, AND EASEMENTS FOR PROPER BUILDING LOCATION PRIOR TO CONSTRUCTION.

NOTE:

W DESIGN ASSOCIATES, STEVEN W. WOLFORD, P.E., IS PROVIDING PROFESSIONAL ENGINEERING SERVICES FOR THE SITE DESIGN AND FOUNDATION PLAN FOR THE FIBER HUT PROJECT FOR ALLO COMMUNICATION IN SEWARD, NE. WE ARE NOT ACTING AS THE COORDINATING PROFESSIONAL FOR THIS PROJECT. WE ARE REQUIRED TO VERIFY CONSTRUCTION OF THE COMPONENTS SHOWN IN THESE PLANS AND SPECIFICATIONS. PLEASE PROVIDE APPROPRIATE NOTIFICATION FOR INSPECTION(S).

ALLO COMMUNICATIONS
FIBER HUT PROJECT @ 1313 WEST HWY 34
SEWARD, NEBRASKA

DESIGN ASSOCIATES
 204 E. 153RD ST. JACOB, NE 68501 | 402.463.2377 | WWW.DESIGNASSOCIATES.COM

PRELIMINARY
NOT FOR CONSTRUCTION

DWG: 640SE-22-C-1
 DRAWN: JMT
 CHECKED: SWW
 REVISIONS

C-1

DATE: APRIL, 2022

This bar is one inch long on original drawing.
If not one inch on this sheet, adjust scales accordingly.

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

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

402-643-2928 opt 3 opt 1

APPLICATION TYPE

Special Use permit

FINAL ACTION?

DEVELOPER/OWNER

Brian Fehlhafer

PC HEARING DATE

May 9, 2022

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT/USE

1313 West Hwy 34, UC, Commercial

ADJACENT ZONING DISTRICTS/USE:

North, UC, Exempt – Seward County

East, R-4, Single Family Residential – Linda Hood, Brian & Tami Craig, Darko & Suzanne Gligorevic

South, R-4, Single Family Residential, – Jennifer Policky, Valerie Turner, Benjamin Rowe, Patrick Murphy

West, UC, Commercial – PAC-N-SAVE Inc

BRIEF SUMMARY OF REQUEST

To allow the installation of a utility hut for Allo Communications in a UC Urban Corridor District.



APPLICATION CONTACT

Brian Fehlhafer, H# 402-641-8166

1369 196th Rd, Seward, NE 68434

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

Use type matches the comprehensive plan.

ANALYSIS

The use of Utilities in an Urban Corridor District requires a special use permit according to the use matrix in the ULDO Use Matrix Attachment 1. Considerations for the special use permit follow at the bottom of this report.

The property was in violation of the 2012 International Property Maintenance Code ordinance due to incomplete clean-up following a fire that occurred in 2007. The lot has been cleaned to comply with the violation letter requirements that were delivered to Brian Fehlhafer. A copy of the violation letter is included along with pictures of the lot after the clean-up.

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

APPROXIMATE LAND AREA:

2.47 acres or 107,593 square feet +/-

LEGAL DESCRIPTION:

SEWARD H M & R ADDITION ALL BLOCK 30 S OF HWY, LOTS 1-6 BLOCK 19, 1/2 ADJ VAC ST & ALLEYS

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director

CONDITIONS OF APPROVAL – SPECIAL USE PERMIT # CU22-001

As provided by the City of Seward Unified Land Development Ordinance, Article 44 Administrative Procedures and Penalties, section 410-44.3 Conditional Use Permits, this approval permits the USE OF A UTILITY HUT IN AN URBAN CORRIDOR DISTRICT

SITE SPECIFIC CONDITIONS:

- 1.
- 2.

STANDARD CONDITIONS:

1. City of Seward Municipal Code §410-33.5 Buffer yard provisions. Buffering requirement of 15 feet applies to adjacencies between commercial use types and preexisting residential land uses in adjacent districts.







800083342

800083318

0

800083296

800083253

800082915

800082990



800215877

800212460

800082974

800082982

800207252

800215885

April 12, 2022

FEHLHAFFER, BRIAN K. & CINDY A.
1369 - 196th Rd.
Seward, NE 68434

Re: Property Maintenance NOTICE & ORDER, **Second Notice.**

Mr. & Mrs. Fehlhafer,

You are hereby notified that the City continues to receive complaints about the condition of your property at 1313 W Hwy 34. The property damaging fire occurred in 2007, and City staff have contacted you multiple times requesting your cooperation in formulating a plan to rectify the Property Maintenance code violations however, no progress has occurred.

In addition to the Property Maintenance code violations that exist, there are additional zoning code violations that exist with the substantial amount of unscreened exterior storage, in addition to the Long/Short Term Vehicle Parking, which are not allowed in the Urban Corridor zoning district (which the subject property is located in), which is a violation of the City of Seward's Unified Land Development Ordinance (ULDO).

You should be aware that the Seward City Council had directed this office to move forward with the Notice & Order, to consistently enforce the City's Property Maintenance code and zoning code, to the extent that failure to fully comply will result with a citation being issued and forwarded to the Seward County Attorney for prosecution.

Therefore, you are hereby put on notice that your property at 1313 W Hwy 34, legally described as LOTS 1-6, BLOCK 19, ½ ADJACENT VACATED STREET & ALLEYS, ALL OF BLOCK 30 SOUTH OF HWY, SEWARD H M & R ADDITION, SEWARD, SEWARD COUNTY, NEBRASKA, has been declared to be in violation of the 2012 International Property Maintenance Code (IPMC), and the City's ULDO.

Code Violations To Be Rectified:

- 1) Vacant land shall be maintained in a clean, safe, secure and sanitary condition so as not to cause a blighting problem or adversely affect the public health and safety (IPMC 301.3).
- 2) Concrete stem walls are structurally unstable due to the extent of fire damage, whereas said stem walls shall be demolished, removed, with any resulting voids filled with proper fill (IPMC Exterior Structure 304).
- 3) Automotive service pit, where the accumulation of stagnant water can collect, therefore shall be filled with proper fill or properly sealed to prevent the accumulation of water (IPMC 302).
- 4) Weeds/worthless vegetation; shall be maintained free from weeds or plant growth in excess of 12"

(IPMC 302.4).

- 5) Sanitation, all exterior property shall be maintained in a safe condition. All hoses, conduits, pipes, metal rebar, sticking up from the ground shall be cut flush with the ground, removed and disposed of properly (IPMC 302).
- 6) Outdoor storage is prohibited in all zoning districts except the I-1 and I-2 Industrial zoning districts. All items currently stored in the outdoors shall be removed, which includes but is not limited to; wood pallets, barrels, metals, pipes, metal framing members (ULDO 410-31.11).

DEADLINE TO COMPLY - MONDAY JUNE 13, 2022 AT 11:00 AM CST

PROSECUTION OF VIOLATION (IPMC 106.3) - Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense.

If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violations, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

You should also note that per IPMC section 107.6, it shall be unlawful as the owner of the above identified structure to sell, transfer, mortgage, lease, or otherwise dispose of said structure to another until the provisions of the compliance order have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee, or lessee a true copy of the compliance order issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order.

You, as the owner, have the right to appeal this notice and order to the Board of Appeals, provided that a written application for appeal is filed within 20 days after the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of the code or rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means (IPMC 111.1).

The Seward City Council passed City Ordinance 2017-05, adopting the 2012 International Property Maintenance Code on February 21, 2017.

If you have any questions regarding this matter please contact the Building and Zoning Department. 142 N 7th St., 402-643-2928 Opt 3, Opt 1.

For the City,

Tim Dworak
Building-Zoning-Code Enforcement Official

Pc: City Administrator Butcher, Police Chief Peters, Street Superintendent Miers, file

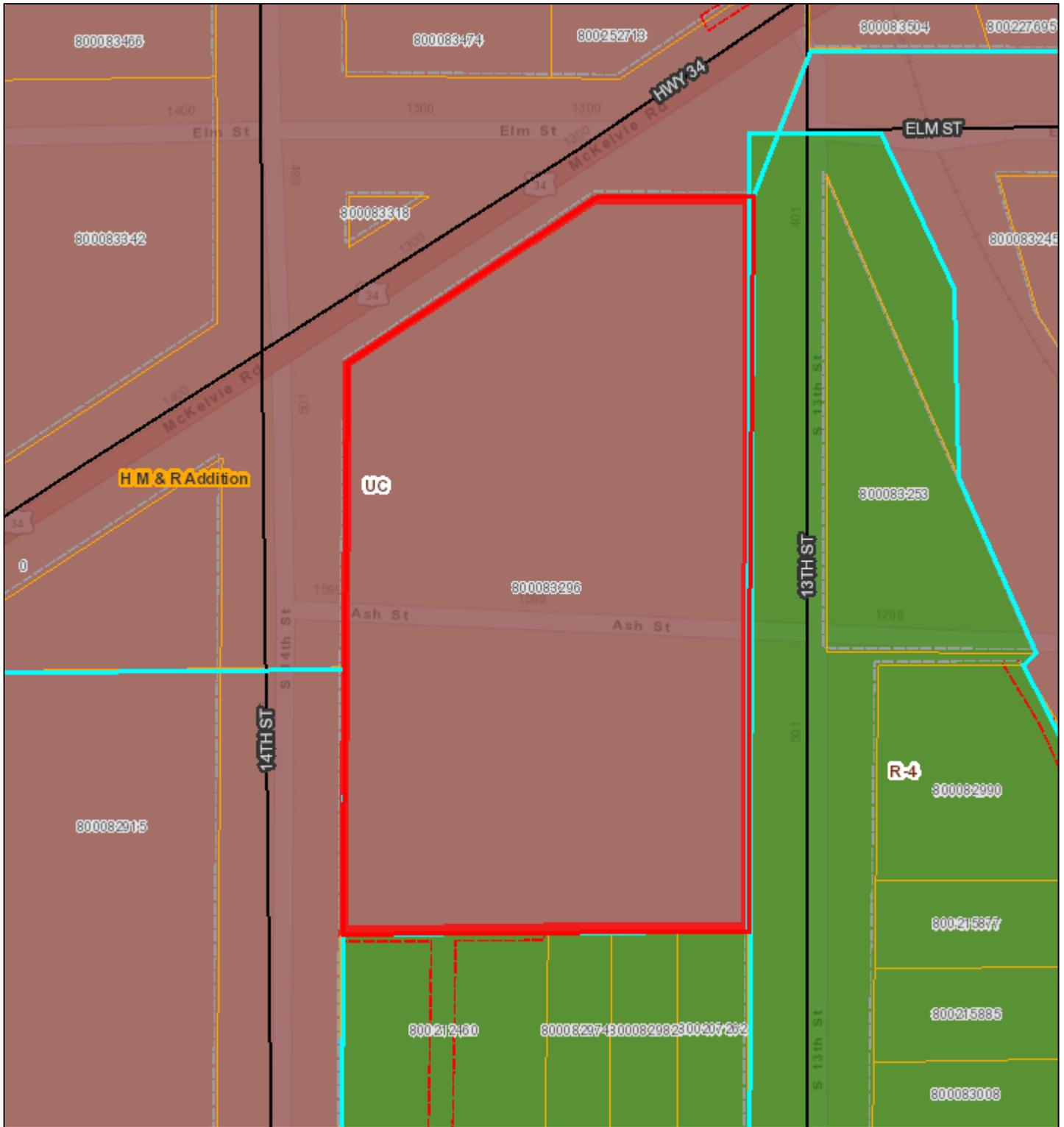
CERTIFICATE OF NOTICE DELIVERY:

Notice served upon Brian Fehlhafer this _____ day of _____, 2022, at _____:_____ by the
Seward Police Dept.

Printed name

Service Agent Signature

Official



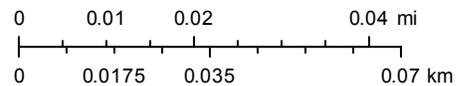
May 5, 2022

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

Legend

- Streets
- Parcels
- Subdivisions

1:1,379



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

3. Public Hearing - 7:00 PM - Amendment to the City of Seward Unified Land Development Ordinance (ULDO); Chapter 410 Zoning and Subdivision, Article 3.7 - Use Types - Pet Services - Building/Zoning & Code Enforcement Director Dworak (CANCELLED)
4. Public Hearing - 7:00 PM - Amendment to the City of Seward Unified Land Development Ordinance (ULDO); Chapter 410 Zoning and Subdivision, Article 41.4 Stormwater Management - Building/Zoning & Code Enforcement Director Dworak

City of Seward Planning Commission

142 N 7th St. Seward, NE 68434

Staff Report

Tim Dworak, Building/Zoning &
Code Enforcement Director

402-643-4000

APPLICATION TYPE

ULDO Amendment

FINAL ACTION?

DEVELOPER/OWNER

PC HEARING DATE

May 9, 2021

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT/USE

BRIEF SUMMARY OF REQUEST:

Review a City of Seward Unified Land Development Ordinance (ULDO) Text Amendment to Article 41 Stormwater Management 410-41.4.

APPLICATION CONTACT

Mike Oneby

ANALYSIS

The amendment to Article 41 Stormwater management 410-41.4 will better define drainage requirements and oversight for the City of Seward Storm Water Standards.

Attached is a copy of Article 41 Stormwater management 410-41.4 and the changes.

The notice of this Public Hearing was published in the Seward County Independent

Prepared by

Tim Dworak

City of Seward Building - Zoning – Code Enforcement Director

§ 410-41.4 **Stormwater management.**

- A. **Purpose and Intent.** The purpose of this article is to provide requirements and criteria to prevent and manage stormwater pollution and to diminish adverse impacts to public health, safety, and general welfare of the citizens of the City through the regulation of stormwater runoff from areas of development and redevelopment to the maximum extent practicable as required by Federal and State law. This article also provides for the control of land disturbances, or elimination of soil erosion and sedimentation within the city and its extraterritorial zoning jurisdiction. This article establishes methods for controlling the introduction of pollutants into the Municipal Separate Storm Sewer System in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this article are:
- (1) To require the construction of locally approved, permanent stormwater runoff controls to protect water quality and maintain non-erosive hydrologic conditions downstream of construction activity and development.
 - (2) To reduce pollutants in stormwater discharges from construction activity by guiding, regulating, and controlling the design, construction, use, and maintenance of any development or other activity that disturbs or breaks the topsoil or results in the movement of earth on land.
 - (3) To require responsibility for and long-term maintenance of structural stormwater control facilities and nonstructural stormwater management.
 - (4) To establish legal authority to carry out all inspection, surveillance, and monitoring procedures necessary to ensure compliance with this article.
- B. **Technical standards, specifications, and guidance.** All structures, non-structures, facilities, and practices designed, developed or implemented to meet the requirements of this article shall comply with all requirements of the following technical standards specifications and guidance:
- (1) The City of Seward *Stormwater Design Standards*.
 - (2) *Drainage Design and Erosion Control Manual* published by the Nebraska Department of Transportation.
 - (3) *Construction Stormwater Best Management Practices* published by the Nebraska Department of Transportation.
- C. **Responsibility for Administration.** The Authorized Enforcement Agency or designee shall administer, implement, and enforce the provisions of this chapter. Any powers granted or duties imposed upon the Authorized Enforcement Agency may be delegated in writing by the city administrator.
- D. **Design.**
- (1) All subdivisions shall have a stormwater management system that is adequate for the collection, retention and removal of surface runoff and shall prevent the undue or unplanned retention of

stormwater on the site. Undue retention does not include:

- (a) Retention through planned facilities.
 - (b) Retention not substantially different from preexisting conditions.
- (2) The design of the stormwater management system shall be consistent with general and specific concerns and standards of the *Seward Comprehensive Plan* and the drainage control programs of applicable public agencies. Design shall be based on environmentally sound site planning and engineering techniques and the City of Seward Stormwater Design Standards.
 - (3) To the maximum degree possible, drainage from subdivisions shall conform to natural contours of land and not disturb preexisting drainageways.
 - (4) Adjacent properties shall not be unduly burdened with stormwater discharged from the subdivision. Specifically:
 - (a) There shall be no unreasonable impediment of water from higher adjacent properties across the subdivision, causing damage to lower properties.
 - (b) No action shall unreasonably collect and channel stormwater onto lower properties. The volume or rate of post-development runoff shall not exceed the amount of pre-development runoff, and is to be managed in a manner consistent with Nebraska statutes and existing case law regarding such flows.
 - (5) Design shall use the best available technology to minimize off-site runoff, encourage natural filtration, simulate natural drainage, and minimize discharge of pollutants. Best available technology may include retention basins, swales, porous paving, and terracing.
 - (6) No surface water may be channeled into a sanitary sewer system.
 - (7) To the greatest extent possible, a subdivision's drainage system shall coordinate with the storm drain system of surrounding properties or streets.
 - (8) All stormwater design shall be reviewed and approved by the Reviewing Agency. The preliminary plat submission must include preliminary drainage computations and demonstrations that the proposed stormwater management system meets the requirements of this section. A certification from a Professional Engineer registered in the State of Nebraska shall be filed with the City of Seward certifying that the stormwater management system of the subdivision is designed and constructed in accordance with the requirements of this Article; and all applicable standards of the State of Nebraska. This certification shall be affixed to the construction plans submitted with the Final Plat and affixed to an accurate set of "as-built" system plans.

E. Construction Site Discharges.

- (1) Except for construction activity relating to the building phase of development, the city shall require

proof of coverage by a Nebraska Department of Environmental Quality general permit authorization for stormwater discharges from construction sites before providing approval for construction activity and land developments requiring - including but not limited to - site plan applications, subdivision applications, building applications, and right-of-way applications from the city, unless exempt pursuant to Sub-Section 4.1-E(2) below. These provisions apply to all portions of any plan for land disturbing activity which would cause the disturbance of at least one acre of soil or part of a larger common plan that will disturb at least one acre of soil.

- (2) The following activities are exempt from Sub-Section 4.1-E(1):
 - (a) Any emergency activity that is necessary for the immediate protection of life, property, or natural resources; and.
 - (b) Construction activity that provides maintenance and repairs performed to maintain the original line and grade, hydraulic capacity, or original purpose of a facility.
- (3) The City shall be invited to the pre-construction meeting to review the installation of all temporary erosion and sediment control best management practices included on the approved erosion and sediment control plan at least two (2) business days before any construction activities are scheduled to start.
- (4) Solid waste, industrial waste, yard waste, sanitary waste and any other pollutants or waste on any construction site shall be controlled through the use of best management practices.
 - (a) Waste or recycling containers shall be provided and maintained by the owner or contractor on construction sites.
 - (b) Uncontained waste that may blow, wash or otherwise be released from the site is prohibited.
 - (c) Sanitary waste facilities shall be provided and maintained in a secured manner.
- (5) Ready-mixed concrete, or any materials resulting from the cleaning of vehicles or equipment containing such materials or used in transporting or applying ready-mixed concrete, shall not be allowed to discharge from any construction site. Concrete wasted on site must be disposed in a manner consistent with locally approved standards and generally require establishment of a designated wash-out area.
- (6) Cover or perimeter control shall be applied within fourteen (14) days to any soil stockpiles which are projected to remain undisturbed for longer than thirty (30) calendar days.
- (7) Disturbed soil shall be managed with best management practices that are adequately designed, installed, and maintained according to locally approved technical standards, specifications and guidance for the duration of the construction activity to minimize erosion and contain sediment within the construction limits.
- (8) Sediment tracked or discharged onto the public right-of-way shall be removed immediately.

- (a) Install project site vehicle entrance and exit BMPs, such as course gravel, to keep mud and sediment from leaving your sites onto roads and residential streets.
 - (b) If vehicle entrance/exit BMPs are inadequate, use additional street sweeping to prevent sediment from leaving the project site.
- (9) Bulk storage structures for petroleum products and other chemicals shall have adequate protection to contain all spills and prevent any spilled material from entering the Municipal Separate Storm Sewer System, watercourse, receiving water body, or Waters of the State.
- (10) Temporary BMPs shall be removed and disturbed areas shall be stabilized with permanent best management practices at the conclusion of construction activity.

E. Requirements for the Building Phase of Development.

- (1) Any person who engages in construction activity is responsible for compliance with this Article and all applicable terms and conditions of the approved construction activity and Stormwater Pollution Prevention Plan (SWPPP) as it relates to the building phase of development. The following information shall be included with the application for a building permit:
- (a) Either (i) the legal description and National Pollutant Discharge Elimination System (NPDES) permit number for the Larger Common Plan of Development, or (ii) the location of the property where the building phase of development is to occur; and
 - (b) Contractor acknowledgement that the building phase of development for the property described on the application for a building permit will be conducted in conformance with Sub-Section 41.4-E of this Article and the SWPPP.

F. Stormwater Pollution Prevention Plan (SWPPP).

- (1) A SWPPP shall be prepared and updated in accordance with locally approved technical standards, specification, and guidance for construction activity within the city and its extraterritorial zoning jurisdiction and shall include an erosion and sediment control plan for land disturbance.
- (2) The SWPPP shall include a description of all potential pollution sources as well as temporary and permanent best management practices that will be implemented at the site as approved by the City.
- (3) The erosion and sediment control plan shall be submitted to the city for review with any application covered in Sub-Section 41.4-E of this Article.
- (4) Land disturbing activities shall not proceed until approval of the erosion and sediment control plan is provided by the City.
- (5) The owner or operator is required to have a copy of the stormwater pollution prevention plan readily available or on site for review with content that reflects the current condition of the construction activity and all records that demonstrate compliance and are required by this Code.

- (6) The SWPPP shall include a description of routine site inspections.
 - (a) The owner or their representative shall inspect all best management practices at intervals of no greater than fourteen (14) calendar days and within twenty-four (24) hours after any precipitation event of at least on-half inch.
 - (b) Inspections of best management practices shall be conducted by a person knowledgeable in the principles and practice of erosion and sediment controls who possesses the skills to assess conditions at the construction site that could impact stormwater quality and to assess the effectiveness of any erosion and sediment control measures selected to control the quality of stormwater discharges from the construction activity.
 - (c) Inspection reports shall provide the name and qualification of the inspector, date of the evaluation, risks to stormwater quality identified, and all corrective actions necessary to prevent stormwater pollution.
 - (d) The owner or operator of a construction activity may be requested to submit copies of inspection reports for review on a periodic basis by the City.
- (7) Based on inspections performed by the owner, operator, authorized City personnel, State or Federal regulators, modifications to the SWPPP will be necessary if at any time the BMPs do not meet the objectives of this article. In this case, the owner shall meet with the Authorized Enforcement Agency to determine the appropriate modifications. All required modifications shall be completed within seven (7) calendar days of receiving findings from notice of inspection, and shall be recorded in the SWPPP.
- (8) The owner or operator of a construction site shall be responsible for amending the SWPPP whenever there is a significant change in design, construction, operation, or maintenance, which has a significant effect on the potential for discharge of pollutants to the Municipal Separate Storm Sewer System, watercourse, receiving water body, or Waters of the State, or if the SWPPP proves to be ineffective in achieving the general objectives of controlling pollutants in stormwater discharges associated with land disturbance.
- (9) Records of inspection are to be maintained with the SWPPP for the duration of the project. Inspection records are to be available to the Authorized Enforcement Agency or designee immediately upon request. Delay in providing a copy of the SWPPP or any requested records shall constitute a violation of this Article.

J. Requirements for Utility Construction.

- (1) Utility agencies or their representatives shall develop and implement BMPs to prevent the discharge of pollutants on any site of utility construction within the City and its extraterritorial jurisdiction. The City may require additional BMPs on utility construction activity. If the utility construction disturbs greater than one (1) acre, the utility agency shall comply with the requirements of Sub-Section 41.4-E of this Article.

- (2) Utility agencies or their representative shall implement best management practices to prevent the release of sediment from utility construction sites. Disturbed areas shall be minimized, disturbed soil shall be managed and construction site exits shall be managed to prevent sediment tracking. Sediment tracked onto public right-of-way shall be removed immediately.
- (3) Prior to entering a construction site or subdivision development, utility agencies or their representatives shall obtain and comply with any approved erosion and sediment control plans for the project. Any impact to construction and post-construction BMPs resulting from utility construction shall be evaluated prior to disturbance by the developer and utility company. Repairs to the disturbed BMPs must be completed within forty-eight (48) hours by individuals agreed upon during the design phase or at a preconstruction meeting.

K. Post-Construction Stormwater Management.

- (1) Within the City's corporate limit and two-mile extraterritorial jurisdictional boundary, all land development projects and land redevelopment projects with one acre or more of construction activity shall include provisions for the management of the post construction runoff in a Post Construction Stormwater Management Plan.
 - (a) The Post Construction Stormwater Management Plan as applicable shall be submitted for review and approval, as part of any preliminary plat for a land development project or land redevelopment project with one acre or more of construction activity.
 - (b) A Post Construction Stormwater Management Plan as applicable shall be submitted to the Building and Zoning Department for review and approval as part of any building permit application for a land development project or land redevelopment project with one acre or more of construction activity, unless a Post Construction Stormwater Management Plan was required and submitted previously as part of any preliminary plat.
 - (c) A single family dwelling, two family dwelling, duplex, triplex or quadraplex, provided the above units are not part of a larger common plan of development or sale, are exempt from the requirements of this Article.

- L. Seeding. The area of the plat, with the exception of street rights-of-way, on which existing vegetation has been destroyed as a result of grading shall be seeded with a seeding formula as approved by the City during the first growing season immediately following the completion of grading operations.

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Chapter 337

Stormwater

[HISTORY: Adopted by the City Council of the City of Seward]

GENERAL REFERENCES

Building construction — See Ch. **225**.

Sewers — See Ch. **325**.

Streets, sidewalks and municipal property — See Ch. **340**.

Utilities — See Ch. **370**.

Zoning and subdivision — See Ch. **410**.

Article I

Stormwater Management - General

[Ord. No. NN-22]

§ 337-1.1 Purpose and Intent.

A. Purpose and Intent. The purpose of this chapter is to provide for the public health, safety, and general welfare of the citizens of the city through the regulation of non-stormwater discharges to the Municipal Separate Storm Sewer System to the maximum extent practicable as required by Federal and State law. This article also provides for the control of land disturbances, or elimination of soil erosion and sedimentation within the city and its extraterritorial zoning jurisdiction. This article establishes methods for controlling the introduction of pollutants into the Municipal Separate Storm Sewer System in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this chapter are:

- (1) To regulate the contribution of pollutants to the Municipal Separate Storm Sewer System by discharges by any person.
- (2) To prohibit illicit connections and discharges to the Municipal Storm Sewer System.
- (3) To prevent non-stormwater discharges generated as a result of spills, inappropriate dumping, or disposal, to the City's Municipal Storm Sewer System.
- (4) To require responsibility for and long-term maintenance of structural stormwater control facilities and nonstructural stormwater management.
- (5) To establish legal authority to carry out all inspection, surveillance, and monitoring procedures necessary to ensure compliance with this article.

B. Responsibility. The Water/Wastewater Director shall be responsible for the protection of the public potable water distribution system from contamination or pollution due to the backflow of contaminants or pollutants through the water service connections. If, in the judgment of said Water/Wastewater Director, an approved backflow prevention assembly is required (at the customer's water service connection; or within the customer's private water system) for the safety of the water system, the Water/Wastewater Director or his designated agent shall give notice in writing to said customer to install such an approved backflow prevention assembly(s) at a specific location(s) on his premises. The consumer shall immediately install such approved assembly(s) at the consumer's own expense; and failure, refusal or inability on the part of the customer to install, have tested and maintain said assembly(s) shall constitute grounds for discontinuing water service to the premises until such requirements have been satisfactorily met.

§ 337-1.2 Definitions.

As used in this article, the following terms shall have the meanings indicated:

ACCIDENTAL DISCHARGE

A discharge prohibited by this chapter which occurs by chance and without planning or thought prior to occurrence.

AUTHORIZED ENFORCEMENT AGENCY

The Authorized Enforcement Agency for this chapter consists of the Street Superintendent, the City Engineer, and the Building/Zoning and Code Enforcement Director or its designee who shall implement and enforce the provisions of this article.

BEST MANAGEMENT PRACTICES

Schedules of activities, prohibitions of practices, general good house keeping practices, pollution prevention and educational practices, maintenance procedures and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving water, or stormwater conveyance systems. Best management practices also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

CITY

The City of Seward, Nebraska.

CONSTRUCTION ACTIVITY

Activities subject to the National Pollutant Discharge Elimination System Construction Permits. Currently these include construction projects resulting in land disturbance of at least one acre or less than one acre if part of a larger common plan of development or sale that will disturb at least one acre. Such activities include but are not limited to clearing and grubbing, grading, excavation, demolition, and other land disturbing actions.

CONTAMINATION

An impairment of the quality of the storm water by sewage, industrial fluids or waste liquids, compounds or other materials to a degree which creates an actual or potential hazard to the public health

through poisoning or through the spread of disease.

CONTRACTOR

Any person performing or managing construction work at a construction site, including, but not limited to, any construction manager, general contractor or subcontractor, and any person engaged in any one or more of the following: earthwork, pipe work, paving, building, plumbing, mechanical, electrical, landscaping or material supply.

EARTHWORK

The disturbance of soil on a site associated with construction activities.

EROSION

The detachment and movement of soil or rock fragments by water, wind, ice or gravity.

HAZARDOUS MATERIAL

Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

ILLICIT DISCHARGE

Any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in this article.

ILLICIT CONNECTIONS

- A. Any drain or conveyance, whether on the surface or subsurface, which allows any illicit discharge to enter the storm drain system including, but not limited to, any conveyance which allows any non-stormwater discharge including sewage, process wastewater, or wash water to enter the storm drain system; or
- B. Any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection has been previously allowed, permitted, or approved by an authorized enforcement agency; or
- C. Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency;
- D. An illicit connection does not include connections that are allowed under Sub-Section 2.1-B(1) of this chapter.

INDUSTRIAL ACTIVITY

Activities subject to National Pollutant Discharge Elimination System Industrial Permits as defined in 40 CFR, Section 122.26 (b)(14).

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)

A conveyance or system of conveyances including roads with drain systems, municipal streets, catch basins, curbs, gutters, ditches, constructed channels or storm drains, which meets all the following criteria:

- A. Owned or operated by the City;
- B. Designed or used for collecting or conveying stormwater;
- C. Which is not a combined sewer conveying both sanitary wastewater and stormwater;
- D. Which is not part of a publicly owned wastewater treatment works that provides secondary or more stringent treatment.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER DISCHARGE PERMIT

A permit issued by the US EPA (or by a State under authority delegated pursuant to 33USC 1342 (B)) that authorizes the discharge of pollutants to the Waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

NON-STORMWATER DISCHARGE

Any discharge to the storm drain system that is not composed entirely of stormwater.

OPERATOR

The individual who has day-to-day supervision and control of activities occurring at the site. This can be the owner, the developer, the general contractor or the agent of one of these parties. It is anticipated that at different phases of a project or areas of a facility, different types of parties will satisfy the definition of "operator" and the pertinent portions of any applicable permit authorization from the State of Nebraska will be transferred as the roles change.

OWNER

Any person, agent, operator, firm or corporation having a legal or equitable interest in a facility, development, part of a facility, or land.

PERSON

Any individual, association, organization, partnership, co-partnership, firm, company, joint stock company, trust, estate, governmental entity, or any other legal entity, including their legal representatives, agents, or assigns or other entity recognized by law and acting as either the owner or as the owner's agent.

POLLUTANT

Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, and accumulations, so the same may cause or contribute to pollution; floatables; pesticides, herbicides, and

fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

POLLUTION

The presence of any foreign substance (organic, inorganic, or biological) or material in water which contaminates, impedes flow, or otherwise degrades its quality so as to constitute a hazard or impair the usefulness or quality of the water to a degree which may or may not create an actual hazard to the public health but which does adversely and unreasonably affect such water.

PREMISES

Any building, lot parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

PROPERTY OWNER

The named property owner as indicated by the records of the Register of Deeds of Seward County, Nebraska.

PUBLIC RIGHT-OF-WAY

Any public street, alley, sidewalk, public way, or public ground within the City.

RECEIVING WATER

Any Waters of the State, including any and all surface waters that are contained in or flow in or through the State, all watercourses, even if they are usually dry, irrigation ditches that receive municipal stormwater, and storm drain systems owned by other entities.

RUNOFF

Any discharges from a drainage area that enters the Municipal Separate Storm Sewer System or storm drain system.

SANITARY (OR DOMESTIC) WASTEWATER

The combination of the liquid or water with suspended wastes removed from residences, institutions, and commercial and industrial establishments contributed by human occupation, together with such ground water, surface water, and stormwater as may be present.

SEDIMENT

Soil, sand, grit, aggregate or other solid material, both organic and inorganic, that is in suspension, is being transported or has been moved that has been disturbed or eroded and transported naturally by water, wind, ice, or gravity, or mechanically by any person.

SEDIMENTATION

The process by which solids are removed from the water column by settling.

SEPTIC WASTE

Any sanitary or domestic wastewater from holding tanks such as vessels, chemical toilets, campers and

other recreational vehicles, trailers, and septic tanks.

STATE

The State of Nebraska.

STORM DRAIN SYSTEM

Any publicly owned facility by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

STORMWATER

The process by which solids are removed from the water column by settling.

STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

A plan required by the State of Nebraska under either the general permit for stormwater discharges or an individual NPDES permit, which includes requirements for stormwater discharges associated with either industrial or construction activities. The purpose of the plan is to help identify the sources of pollution that affect the quality of stormwater discharges from a site and to describe and ensure the implementation of practices to reduce pollutants in stormwater discharges to the maximum extent practicable.

STREET WASH WATER

The water and the associated debris resulting from the washing of streets and/or sidewalks.

URBAN RUNOFF

Any stormwater and non-stormwater runoff from developed land in, or adjacent to, any municipality.

US EPA

The United States Environmental Protection Agency.

WASTEWATER

The combination of the liquid or water with suspended wastes removed from residences, institutions, and commercial and industrial establishments, together with such ground water, surface water, and stormwater as may be present.

WATERCOURSE

The Director in charge of Water/Wastewater Department of the City of Seward, who is invested with the authority and responsibility for the implementation of an effective cross-connection control program and for the enforcement of the provisions of this article.

§ 337-1.3 Applicability.

This chapter shall apply to all water entering the Municipal Separate Storm Sewer System or any storm sewer infrastructure within the extraterritorial zoning jurisdiction generated on any developed and undeveloped lands within the city or its extraterritorial zoning jurisdiction unless explicitly exempted by the Authorized Enforcement Agency.

§ 337-1.4 Compatibility with Other Regulations.

This chapter is not intended to modify or repeal any other chapter, article, rule, regulation or other provision of law. The requirements of this chapter are in addition to the requirements of any other chapter, article, rule, regulation, or other provision of law, and where any provision of this chapter, article, rule, regulation, or other provision of law conflicts with any other requirement, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

§ 337-1.5 Responsibility for Administration.

The Authorized Enforcement Agency or designee shall administer, implement, and enforce the provisions of this chapter. Any powers granted or duties imposed upon the Authorized Enforcement Agency may be delegated in writing by the city administrator.

§ 337-1.6 Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

§ 337-1.7 Ultimate Responsibility for Discharges.

The standards set forth herein and promulgated pursuant to this chapter are minimum standards; therefore, this article does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

§ 337-1.8 Watercourse Protection.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

**Article II
Discharges**

[Ord. No. NN-22]

§ 337-2.1 Prohibition of Illicit Discharges.

- A. No person shall discharge or cause to be discharged or allow to be discharged into the Municipal Separate Storm Sewer System or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standard, other than stormwater.
- B. The commencement, conduct or continuance of any illegal discharge to the Municipal Separate Storm Sewer System or watercourses is prohibited except as described as follows:
 - (1) The following discharges are exempt from discharge prohibitions established by this article:
 - (a) Discharges authorized by, and not in violation of, an NPDES permit;

- (b) Discharges or flows resulting from fire fighting activities, including training activities;
 - (c) Water line flushing or other potable water sources;
 - (d) Landscape irrigation or lawn watering;
 - (e) Diverted stream flows;
 - (f) Flows from natural springs;
 - (g) Natural riparian habitat or wetland flows;
 - (h) Rising ground water, ground water infiltration to storm drains;
 - (i) Uncontaminated pumped groundwater, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps;
 - (j) Air conditioning condensation;
 - (k) Individual residential (i.e., non-commercial) washing of vehicles;
 - (l) Dechlorinated water from swimming pools or other aquatic facilities (less than one ppm free chlorine residual);
 - (m) Street wash waters;
 - (n) Discharges resulting from treatment of streets and roads for deicing or prevention of icing.
- (2) Notwithstanding the exceptions listed in Sub-Section 2.1-B(1) above, a discharge shall be prohibited if determined by the Authorized Enforcement Agency to be a significant source of pollution to the Municipal Storm Sewer System.
- (3) Discharges specified in writing as being necessary to protect public health and safety and approved by the Authorized Enforcement Agency shall be exempt from discharge prohibitions established by this article.
- (4) Dye testing residue shall be an allowable discharge provided the test is conducted by an experienced professional organization which has submitted a written test plan a minimum fourteen days in advance of the test and subsequently approved by the Authorized Enforcement Agency prior to the time of test.
- (5) The prohibition of this section shall not apply to any non-stormwater discharge permitted under a NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm

drain system.

- C. No person shall throw, deposit, place, leave, maintain, litter, keep, or permit to be thrown, deposited, left, maintained or kept any pollutant, refuse, rubbish, food waste, yard waste, garbage, or any other discarded or abandoned objects in or upon any public or private property, driveway, parking area, street, alley, sidewalk, or other location that may result in an illicit discharge to the municipal storm sewer system.
- (1) Solid waste placed in containers protected from urban runoff such as bags, cans, or recycling bins, and city-approved wastes from construction on public right-of-way are exempted from this prohibition.

§ 337-2.2 Specific Prohibitions.

- A. The specific prohibitions listed in this Section are not inclusive of all the discharges prohibited in Sub-Section 2.1 above, however, are provided to address discharges that are frequently found or known to occur.
- (1) No person shall discharge, cause the discharge, or allow the discharge of the following into the Municipal Storm Sewer System:
- (a) Used motor oil or other petroleum product, byproduct, or waste;
 - (b) Antifreeze, other glycol-based products, or other cooling system fluids;
 - (c) Industrial waste or wastewater;
 - (d) Hazardous waste, including household hazardous waste;
 - (e) Sanitary wastewater, septic waste, grease trap waste, or grit trap waste;
 - (f) Garbage, rubbish, refuse, or solid waste;
 - (g) Yard waste moved or gathered by a person, implement, or machine;
 - (h) Water containing soap, detergent, degreaser, solvent, or surfactant-based cleaner from a commercial motor vehicle wash facility, from vehicle washing, cleaning or maintenance at a new or used motor vehicle dealership, rental agency, body shop, repair shop, or maintenance facility, or from washing, cleaning or maintenance of any business, commercial, or public service vehicle, including a truck, bus or heavy equipment;
 - (i) Wash water containing soap, detergent, degreaser, solvent, or surfactant-based cleaner from a commercial mobile power washer or from cleaning of a building exterior;
 - (j) Water from commercial floor, rug, or carpet cleaning;
 - (k) Wastewater from the washdown or other cleaning of pavement that contains soap, detergent, solvent, degreaser, emulsifier, dispersant, or other cleaning substance; or

wastewater from the wash-down or other cleaning of pavement where a discharge of oil, motor fuel, or other petroleum or hazardous substance has occurred, unless all such materials have been previously removed;

- (l) Effluent containing pollutants from a cooling tower, condenser, compressor, emissions scrubber, emissions stripper, emission filter, or the blowdown from a boiler;
- (m) Ready-mixed concrete, mortar, ceramic, or asphalt base material or discharge resulting from the cleaning of vehicles or equipment containing or used in transporting or applying such material;
- (n) Runoff, washdown water or waste from an animal pen, kennel, fowl or livestock containment area or any pet wastes generally.
- (o) Filter backwash from a swimming pool, spray park, wading pool, hot tub, spa, fountain;
- (p) Discharge of chlorinated water from swimming pools or other aquatic facilities (greater than one ppm free chlorine residual);
- (q) Discharge from water line disinfection if it contains a disinfectant residual greater than one ppm free chlorine residual;
- (r) Contaminated runoff from a recycling or commercial composting operation;
- (s) Substance or material that will damage, block, or clog the Municipal Storm Sewer System;
- (t) Discharge from a petroleum storage tank (PST), leachate or runoff from soil contaminated by leaking PST or discharge of pumped, confined or treated wastewater from the remediation of a PST discharge, unless the discharge is authorized by an NPDES permit; or
- (u) Any other discharge that causes or potentially contributes to a violation of a water quality standard or the City's NPDES permit.

§ 337-2.3 **Prohibition of Illicit Connections.**

- A. The construction, connection, use, maintenance, or continued existence of any illicit connection to the Municipal Separate Storm Sewer System is prohibited.
- (1) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
 - (2) A person shall be considered to be in violation of this article if the person connects a line conveying sewage to the Municipal Storm Sewer System, or allows such a connection to continue.

§ 337-2.4 **Industrial or Construction Activity Discharges.**

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form

acceptable to the city prior to the allowing of discharges to the Municipal Storm Sewer System.

§ 337-2.5 Notification of accidental discharges and spills.

- A. Notwithstanding other requirements of the law, as soon as any owner or operator for a facility, activity or operation, or responsible for emergency response for a facility, activity or operation has information of any known or suspected release of pollutants or non-stormwater discharges from that facility or operation which are resulting or may result in illicit discharges or pollutants discharging into stormwater, the Municipal Storm Sewer System, watercourse, receiving water body, or Waters of the State, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release so as to minimize the effects of the discharge.
- B. Said person shall notify the Authorized Enforcement Agency in person, by phone or by facsimile or e-mail no later than 24 hours after the discharge or spill of the nature, quantity and time of occurrence of the discharge.
 - (1) Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the Authorized Enforcement Agency or designee within three business days of the phone call or by personal notification.
 - (2) If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the action taken to prevent its recurrence. Such records shall be retained for at least three years.
- C. Said person shall also take immediate steps to ensure no recurrence of the discharge or spill.
- D. In the event of such a release of hazardous materials, emergency response agencies and/or other appropriate agencies shall be immediately notified.
- E. Failure to provide notification of a release as provided above is a violation of this Code.

§ 337-2.6 Suspension of Access to the Municipal Storm Sewer System.

- A. The City shall have power and authority to suspend discharge to the Municipal Storm Sewer System.
 - (1) Suspension due to illicit discharges in emergency situations: The City may, without prior notice, suspend Municipal Separate Storm Sewer System discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the Municipal Storm Sewer System, watercourse, receiving water body, or Waters of the State. If the violator fails to comply with a suspension order issued in an emergency, the Authorized Enforcement Agency may take such steps as deemed necessary to prevent or minimize damage to the Municipal Storm Sewer System, watercourse, receiving water body, or Waters of the State, or to minimize danger to persons.
 - (2) Suspension due to the detection of illicit discharge: Any person discharging to the Municipal Separate Storm Sewer System in violation of this article may have their Municipal Separate Storm Sewer System access terminated if such termination would abate or reduce an illicit discharge. The City will notify a violator of the proposed termination of its Municipal Separate Storm Sewer System access. The violator may submit a written petition to the Authorized Enforcement Agency

for a reconsideration and hearing.

- B. Unlawful reinstatement of Municipal Separate Storm Sewer System Access: A person commits an offense if the person reinstates Municipal Separate Storm Sewer System access to premises terminated pursuant to this section without the prior approval of the Authorized Enforcement Agency.

§ 337-2.7 **Right of entry.**

- A. The Authorized Enforcement Agency or their designee shall be permitted to enter and inspect properties and facilities at reasonable times as often as may be necessary to determine compliance with this article:
- (1) The City shall be permitted to enter and inspect facilities subject to regulation under this article as often as may be necessary to determine compliance with this article. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, provisions shall be in place to allow access to representatives of the Authorized Enforcement Agency.
 - (2) Facility operators shall allow the City ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of a NPDES permit to discharge stormwater, and performance of any additional duties as defined by state and federal law.
 - (3) The temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the owner and/or operator at the written or oral request of the City and the identified obstructions shall not be replaced. The costs of clearing such access shall be borne by the owner and/or operator.
 - (4) Unreasonable delays in allowing the City access to a permitted facility are a violation of a stormwater discharge permit and of this article. A person who is the operator of a facility with a NPDES permit to discharge stormwater associated with industrial activity commits an offense if the person denies the Authorized Enforcement Agency reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this article.
 - (5) If the City has been refused access to any part of the premises from which stormwater is discharged, and the City is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this article or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the Authorized Enforcement Agency may seek issuance of an inspection warrant or search warrant from any court of competent jurisdiction.

§ 337-2.8 **Monitoring and Sampling.**

- A. The City shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the Authorized Enforcement Agency to conduct monitoring and/or sampling of the facility's stormwater discharge.
- B. The City has the right to require the discharger to procure and install monitoring equipment as deemed

necessary by the Authorized Enforcement Agency. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.

- C. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association.

§ 337-2.9 Notice of Violation.

- A. Whenever the City finds that a person has violated a prohibition or failed to meet a requirement of this article, the Authorized Enforcement Agency may order compliance by written notice of violation to the responsible person.
- B. The notice of violation shall be sent via regular United States mail or via hand delivery to the property owner and any licensee listed under a city business license for the property and said notice shall contain:
- (1) The name and address of the parties listed above;
 - (2) The address when available or a description of the building, structure or land upon which the violation is occurring, or has occurred;
 - (3) A statement specifying the nature of the violation;
 - (4) A description of the remedial action;
 - (5) A statement of the penalty or penalties that shall or may be assessed against the person or persons to whom the notice of violation is directed; and
 - (6) A statement that the determination of violation may be appealed to the city or designee by filing a written notice of appeal within thirty (30) days of service of notice of violation.

§ 337-2.10 Appeal of Notice of Violation.

- A. Any person receiving a notice of violation may appeal the determination of the City. The notice of appeal must be received within thirty (30) days from the date of the notice of violation. Hearing on the appeal before the Authorized Enforcement Agency shall take place within fifteen (15) days from the date of receipt of the notice of appeal.
- B. The Authorized Enforcement Agency shall reach a decision by unanimous consensus. All decisions by the Authorized Enforcement Agency may be appealed to the stormwater board of appeals by any person aggrieved by the decision of the Authorized Enforcement Agency.
- (1) The stormwater board of appeals shall be comprised of the same members as the zoning board of adjustment. The persons serving as officers on the zoning board of adjustment shall also serve as officers on the stormwater board of appeals so that they hold the same position on both boards;
 - (2) Appeals of decisions by the Authorized Enforcement Agency must be presented to the city clerk within thirty (30) days after the decision is made by the Authorized Enforcement Agency;

- (3) A fee as set forth in Section 2-5 of this Code shall accompany each application for appeal to the board of appeals which fee shall be refunded to the applicant in the event the board of appeals finds in favor of the applicant;
- (4) In the event of an appeal, the stormwater board of appeals shall hold a public hearing and after doing so, the stormwater board of appeals may reverse, affirm or modify the decision of the Authorized Enforcement Agency;
- (5) The appellant shall be responsible for paying the publication fees related to the appeal hearing.

§ 337-2.11 Enforcement measures after appeal.

If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal to the Authorized Enforcement Agency, within fifteen (15) days of the decision of the Authorized Enforcement Agency, or in the event of an appeal to the stormwater board of appeals, within thirty (30) days of the decision of the property stormwater board of appeals, then representatives of the Authorized Enforcement Agency designee may enter upon the subject private property and are authorized to take any measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the City or designated City contractor to enter upon the premises for the purposes set forth above.

§ 337-2.12 Cost of abatement of the violation.

A. Within thirty (30) days after abatement of the violation as provided for in Sub-Section. 2.11, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the assessment or to the amount of the assessment within thirty (30) days of such notice. If the amount due is not paid within thirty (30) days after receipt of the notice, or if an appeal is taken, within (30) days after a decision on said appeal, the city may:

- (1) Levy the cost as a special assessment against the lot or real estate upon which the violation has occurred. Such special assessment shall be a lien on the real estate and shall be collected in the manner provided for special assessments; and/or
- (2) Collect the cost from the owner of the lot or real estate upon which the violation has occurred and enforce the collection by civil action in any court of competent jurisdiction.

§ 337-2.13 Injunctive Relief.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this article. If a person has violated or continues to violate the provisions of the article, the Authorized Enforcement Agency may petition any court of competent jurisdiction for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

§ 337-2.14 Violations and penalties.

Any person who violates the prohibitions or provisions of this article shall be deemed guilty of a violation. The penalty for such violation shall be an amount not to exceed \$500 for any one offense, recoverable with costs, and in default of said payment the offender shall stand committed to the County Jail until such fine and costs are paid. Each period of 24 hours during or on which a violation occurs or continues shall be deemed a separate offense.

§ 337-2.15 Alternative Compensatory Action.

In lieu of enforcement proceedings, penalties and remedies authorized by this article, the City may impose upon a violator alternative compensatory action, such as storm drain stenciling, attending compliance workshops, creek cleanup, or other community service work.

§ 337-2.16 Violations deemed a public nuisance.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of the article is a threat to public health, safety, and welfare, and is declared and deemed by the City a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin or otherwise compel the cessation of such nuisance may be taken.

§ 337-2.17 Remedies not exclusive.

The remedies listed in this article are not exclusive of any other remedies available under any applicable Federal, State or local law and it is within the discretion of the Authorized Enforcement Agency to seek cumulative remedies.

Article III Stormwater Management

[Ord. No. NN-22]

§ 337-3.1 Requirements to Prevent, Control, and Reduce Stormwater Pollutants using Best Management Practices (BMPs).

The City may adopt requirements identifying BMPs for any activity, operation, or facility which may cause or contribute to pollution or contamination of stormwater, the Municipal Storm Sewer System, watercourse, receiving water body, or Waters of the State. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the Municipal Separate Storm Sewer System or water courses through the use of these structural and non-structural BMPs to prevent the further discharge of pollutants to the Municipal Storm Sewer System. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial provisions of this section shall be required. The BMPs shall be part of a Stormwater Pollution Prevention Plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.

ADMINISTRATIVE ITEMS

1. Request from Mercy City Church-Seward for a 'Party in the Park' Event to be Held on June 5, 2022 - City Administrator Butcher
 - A. Permission for Mercy City Church-Seward to Utilize Plum Creek Park for Event
2. Seward Foundation Applications - City Administrator Butcher
 - A. Illuminate Seward - Replacing Holiday Lights in Downtown Area - \$7,050 Requested

ILLUMINATE SEWARD – GRANT REQUEST

Group Making Request: Illuminate Seward

Amount Requested: \$7,050

Property Improved: Seward City Hall

Proposed Improvement: Replacement of any existing Holiday Lights along the top of the building's North, West and South Sides with new, efficient LED Lights.

Benefit to the City of Seward:

1. **Tradition.** Existing lights (throughout Downtown) are no longer serviceable. The choice is now whether we replace the lights or simply let the tradition of Holiday Lighting in Seward expire. Illuminate Seward believes this tradition is worth continuing and has committed to making an investment to provide this aesthetic for the future. The City Hall Lights will be the first building completed and are to serve as a showpiece to drive future fundraising for the overall project.
2. **Security.** General Illumination is known to reduce crime, increase safety and provide security.

A. Vandalism is not generally a concern in Seward, but more lighting will still serve as a deterrent in the future, including reducing the chance that City Hall could be targeted.

B. Pedestrian Safety will be increased with additional visibility throughout the Downtown Core. This is especially relevant considering two State Highways intersect in the area. City Hall is a key building as it sits on the intersection of Highways 15 and 34.

3. **Increased Revenue.** The larger goal of Illuminate Seward is to add to and help accelerate the revitalization of the Downtown Core.

A. A well designed Street Scene, including lighting, will serve to attract more people to the Downtown Core. This increased traffic will make the area more desirable for new businesses and will

encourage the expansion of existing businesses. **More Sales = Higher Sales Tax Revenue.**

B. A more attractive and vibrant Downtown will also encourage second story residential development in the area. This will generate **Additional Property Tax Revenue.**

4. Leadership. With City Hall as the cornerstone of the lighting project, the City of Seward will demonstrate a progressive and forward looking approach to investment in the City. This approach should be attractive to multiple demographics and to businesses considering a relocation to Seward.

5. No Tax Dollars Required. As the stated goal of Illuminate Seward is to complete the "Replace the Lights" Campaign with a combination of Grants, Business and Building Owner Participation and Private Donations, Seward will be able to demonstrate the willingness to invest in improvements without the need to generate increased tax revenue.

6. Management of the Resource. Illuminate Seward has partnered with the Seward County Chamber and Development Partnership to Replace the Lights. These same two entities will manage the lights in the future, including programming for specific events, thereby removing the obligation from the City's scope of responsibility.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Gregg Nelson', with a long horizontal flourish extending to the right.

Gregg Nelson

Illuminate Seward



Grant Request Form

Name of Project: ILLUMINATE SEWARD Contact Name: GREGG NELSON
Address: PO Box 205 Phone: 402-840-9786
City: SEWARD State: NE Zip Code: 68434

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

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

REMOVAL & REPLACEMENT OF THE CURRENT 'HOLIDAY' LIGHTS
@ THE TOP OF THE FACADE ON DOWNTOWN BUILDINGS. PROGRAM
TO BE EXPANDED TO INCLUDE MOST BUILDING IN CORE (ROUGHLY
8TH ST - JACKSON - 4TH ST. - SOUTH ST.)

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

NEW LIGHTS TO BE PROGRAMABLE LED. COLORS & PATTERNS
CAN BE CHANGED FOR SPECIFIC EVENTS - RED, WHITE & BLUE
ON THE 4TH, FOR EXAMPLE. PROJECT IS INTENDED TO CREATE
AN ACTIVE & WELCOMING STREETScape DOWNTOWN. ADDITIONALLY:
THE EXISTING LIGHTS ARE IN POOR CONDITION & HAVE TO BE
REMOVED FOR SAFETY REASONS. THIS IS A DEFERRED PROJECT...

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

TOTAL PROJECT COST:

\$130,000⁰⁰

| SOURCES OF FUNDS | USE OF FUNDS |
|------------------|--------------|
| | |
| | |
| | |
| | |
| | |
| | |

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

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

SEWARD CO. CHAMBER + DEVELOPMENT PARTNERSHIP

How did you arrive at the budget figures?

ESTIMATE FROM VINNY BITTENDER

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

yes

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

SEWARD TOURISM

BUILDING & BUSINESS OWNERS IN DOWNTOWN SEWARD

PUBLIC FUNDRAISING HAS BEGUN (WILL INCLUDE ACTIVITIES

Has this request been made elsewhere and turned down? If so, why? SEWARD GIVES DAY, E

NO

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

SCCDP WILL BE RESPONSIBLE FOR THE
COST OF CONTINUING OPERATION

Other Information:

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

NEW (ALTHOUGH IT IS MEANT TO CONTINUE

THE OPERATION OF A NEARLY 30 YEAR OLD

PROGRAM IN SEWARD - THE HOLIDAY LIGHTS)

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

GREGG NELSON, JONATHAN JANK, VINNY BITTENDER

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

ONCE INSTALLED, THE LIGHTS SHOULD REQUIRE
MINIMAL INTERVENTION & MAINTENANCE FOR
15 - 25 YEARS (OR MORE)

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

YES. MATERIALS ARE IN STOCK, SUBCONTRACTORS
ARE READY TO SCHEDULE. IF THE PROJECT CAN
BEGIN BY MAY 1ST IT SHOULD BE COMPLETED
BY JULY 4TH.

3. Consideration of a Request from Bottle Rocket Brewing, LLC to Extend the Job Creation Loan Requirements Related to their Community Development Block Grant (CDBG) - Economic Development Loan Fund (EDLF) Award - City Administrator Butcher



230 S. 5th St, Seward, NE 68434 (402) 646-5847 info@bottlerocketbrewing.com

Attn: Reuse committee

Re: Community Development Block Grant (CDBG) Job Creation Deadline Extension Request

To whom it may concern,

We are so thankful to receive the CDBG funds as they have allowed us to build our distribution business. We believed this new business opportunity would give us ample opportunity and need to hire additional employees. As we all saw and felt, the world changed overnight. Covid-19 was something no one could have predicted and became something catastrophic to businesses everywhere. Within a few weeks of receiving the CDBG funds we were shut down.

The past few years have been difficult to say the least. We are in an industry that is wholly reliant on people coming in and socializing, enjoying the atmosphere visiting with friends and family, and creating lasting memories for milestone events such as graduation, a new spouse or starting a family. Our business also relied on meetings for organizations such as booster clubs, charitable and political clubs or just getting together to play games. We booked over 250 events in 2019 and then, suddenly, dropped to zero. This obviously has taken a toll on our business and now, two years later we are finally feeling like the taproom and event business is beginning to get back to 2019 levels.

Understandably, our distribution side of the business isn't close to where it needs to be at this time. According to our distributor, the keg sale industry is still down approximately 40% from what it was in 2019. Cans are a nice alternative but are more labor intensive and financially burdensome to produce. Our distribution business was delayed by at least 6 months due to supply shortages and delays created by the pandemic. We began with the funds to help build our distribution channel which took almost a year to complete and have now finished one year of distributing our beer. As with any business you expect some changes and the need for adaptations but, as mentioned, no one expected a total shutdown or the long lasting effects of the Covid-19 pandemic.

Because of these factors our ability to hire the remaining 1.63 jobs is too costly and we would ask to have our loan requirements of creating the additional 1.63 jobs extended to April 13, 2024.

We expect to continue to meet our financial obligations and provide Seward a successful business. We are glad we have remained open and haven't had to shut the doors like so many other businesses.

Thank you in advance for your understanding and cooperation.

Sincerely,

Gerald Homp
Founder and President
Gerald@bottlerocketbrewing.com

Jason Berry
Vice President
Jason@bottlerocketbrewing.com

Ryan Koch
Brewmaster
Ryan@bottlerocketbrewing.com

4. Update on the Wellness Center, Following May 10th Ballot - City Administrator
Butcher

Seward County Clerk

Sherry Schweitzer
Seward County Clerk
P.O. Box 190
Seward, NE 68434
Phone 402-643-2883
Fax 402-643-2228
Email: sschweitzer@co.seward.ne.us

May 13, 2022

RE: Certification of Primary Election

Derek Bargman
Seward City Clerk
P O Box 38
Seward, NE 68434

I, Sherry Schweitzer, County Clerk of Seward County, do hereby certify the following results from the Primary Election held on May 10, 2022.

Seward City Council Ward 2:

| | |
|-------------------|-----|
| Tatum L. Tonniges | 325 |
| Dana Nottingham | 156 |
| Cory G. Wood | 131 |

Seward City Council Ward 3:

| | |
|-----------------|-----|
| Rich Wergin | 219 |
| Ann Underwood | 99 |
| Gerald Henthorn | 33 |

Seward Sales and Use Tax Issue

| | |
|--|-------|
| For authorizing an increase of ½ % | 1,172 |
| Against authorizing an increase of ½ % | 893 |

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 13th day of May 2022.


Sherry Schweitzer
Seward County Clerk



5. Award Community Development Block Grant (CDBG) Downtown Revitalization Program (21DTR011) Forgivable Loans - City Administrator Butcher
 - A. Barbara Osborne, 705 Main Street - \$8,208.75 (75% of Project)



City of Seward
537 Main Street
Seward NE 68434
Phone: 402-643-2928

Downtown Revitalization 2022 Application

Seward Facade Improvement/Commercial Rehabilitation Program

(Attach additional pages to provide additional information.)

*****Completed applications shall be hand delivered to Derek Bargmann, Seward City Clerk, 537 Main Street, Seward, NE 68434, at 10:00am Friday, April 15, 2022. DO NOT MAIL APPLICATIONS OR EMAIL. THEY ARE FIRST COME FIRST SERVE FOR 2022!!!!*****

Applicant Name: Barbara Osborne

Applicant's Phone Number: (402) 641-2703

Applicant's Email Address: to61922@gmail.com

Business Name: _____

Property Owner: _____

Property Address: 705 main Street, Seward NE 68434

Property Legal Description: Seward Original Town Block 23 E 1/2

Lot 1, 4 + 5 + 1/2 Adj Vac Alley

Type of façade improvement planned (see Design Guidelines)

Restoration Renovation Replacement Reconstruction

Structural alterations: Replace (4) large windows with (8) windows (1) door (plus window above the door)

Cosmetic alterations (i.e. moldings): _____

Painting (approximate sq. ft. area): _____

Interior Improvements: _____

Specify other work (i.e. awnings): _____

Total cost of project: \$10,945.00

DTR Project Funds Amount requested: \$ 8,208.75 (\$10,945.00 x 75%)

I hereby submit the attached plans, specifications and color samples for the proposed project, and understand that these must be approved by the City of Seward. No work may begin until I have received written notice to proceed from the City of Seward. I further understand that the project must be completed by April 24, 2024. Grant funds will not be paid until the project is commenced. If the City has not received correspondence in that time frame, the funds will be reallocated. I agree to leave the completed project in its approved design and colors for a period of five (5) years from the date of completion. If changed before the end of five (5) years, I agree to pay back the funded amount.

Barbara J. Osborne

Signature of Property Owner

Signature of Business Owner (if applicable)

Barbara J. Osborne

Printed Name & Title of Property Owner

Printed Name & Title of Business Owner

4/10/22

Date

Date

Release and Hold Harmless Agreement

Release executed on this 10th day of April, 2022,
by (Property Owner) Barbara Osborne and
(Business owner if applicable) _____, of
(Street Address) 705 main Street, City of Seward, State
of Nebraska, referred to as Releaser(s).

In consideration of being granted monies for restoration, modifications, or other physical changes to the property located at the above address, the Releaser(s), understands that they are solely responsible for providing their own contractors, paying their contractors, to assure that those contractors are fully insured and licensed, and have obtained all necessary permits in accordance with all pertinent regulations. The Releaser(s) waives, releases, discharges, and agrees to indemnify the City of Seward (or entities under the City's umbrella), for loss or damage, and claims or damages therefore, on account of any work that has been performed in accordance with City or State guidelines.

Releaser(s) agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and that if any portion of the agreement is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

Releaser's obligation and duties hereunder shall in no manner be limited or restricted by the maintaining of any insurance coverage related to the above referenced event.

This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and are not a mere recital.

Barbara J. Osborne
Signature of Property Owner

Signature of Business owner (if applicable)

Barbara J. Osborne. owner
Printed Name & Title of Property Owner

Printed Name & Title of Business Owner

4/10/22
Date

Date

Attestation of U.S. Citizenship

For the purpose of complying with Neb.Rev.Stat. §§4-108 through 4-114, I attest as follows:

I am a citizen of the United States

-OR-

I am a qualified alien under the Federal Immigration and Nationality Act, my immigration status and alien number are as follows:

_____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States.

Printed Name:

| | | |
|----------------|------------|----------------|
| <u>Barbara</u> | <u>Jan</u> | <u>Osborne</u> |
| First | Middle | Last |

Signature:

Barbara J. Osborne

Date:

4/10/2022

NOTES:

Timeline: Lead time for windows is approximately 12 weeks.

Barbara Osborne Pending ID Assignment

 **Draft Registration** 

Unique Entity ID:
(blank)

Physical Address:
903 406th
Beaver Crossing , NE 68313 USA

FSD Number: INC-GSAFSD5986590

+ FSD Incident

Sam.gov Registration



Bid Proposal



Phone: 402-435-3840

Fax: 402-476-4926

Email: zack@nebraskadoorandwindow.com

Project: Hobson Automotive

Date: 4/5/22

Addenda Received: None

Pricing based on plans dated: N/A

Proposal valid for 30 Days from date on this proposal

Scope:

1. Remove existing storefront and haul away
2. Provide and install dark bronze anodized thermally broken storefront windows
3. Provide and install dark bronze anodized narrow stile door with 10" bottom rail with hardware listed below
 - a. Push / Pull hardware
 - b. 10" bottom ADA door rail
 - c. Dead bolt lock with standard lock cylinder
 - d. Threshold
 - e. 9-1/16" hole pattern door closer
 - f. Weather Strip
4. Provide new permitter caulk sealant color matched to new window frames both on the interior and exterior.
5. Provide and install clear hard coat LowE glass

See attached elevations for design we are proposing.

Exclusions / General Clarifications:

- 1.) Any and all Bonds
- 2.) NFRC Labels / Certificate
- 3.) Any Independent Testing specified or not
- 4.) Self cleaning low maintenance glass / glass coatings
- 5.) Low Iron type glass / Ultra Clear glass
- 6.) Final keyed cylinders for locks



Bid Proposal



Phone: 402-435-3840

Fax: 402-476-4926

Email: zack@nebraskadoorandwindow.com

- 7.) Any decorative acrylic resin panels / Architectural Panels
- 8.) Demolition
- 9.) Cleaning and protection of glass or aluminum
- 10.) Caulking between any heavy glass
- 11.) Any interior caulking unless noted otherwise above
- 12.) Primary caulk bead unless noted otherwise above
- 13.) Flashing tape unless noted otherwise above
- 14.) Door Hardware other than specifically noted above
- 15.) Structural Calculations / PE stamp
- 16.) Backing material
- 17.) Brake metal including flexible type other than specifically noted above
- 18.) Wind Load – Dead Load Anchors
- 19.) Perimeter Fillers / caulk stops other than specifically noted above
- 20.) Field Testing
- 21.) Mock-Up materials and Labor
- 22.) Seismic review and / or consideration
- 23.) Thermal barrier warranty
- 24.) Installation of door contact / specialty hardware (installation of standard hardware provided by others to make the door lock and have the ability to exit is included, however any specialty hardware for security system, door contact type, etc. is not included).
- 25.) Maximum finish warranty for any anodized material is up to 10 years
- 26.) If awarded the project, Nebraska Door and Window LLC will send the contract supplied by the General Contract to our legal / advisory team to review and modify if necessary.

Proposed Price and Terms: \$10,945.00

Voluntary alternate(s) –



Bid Proposal

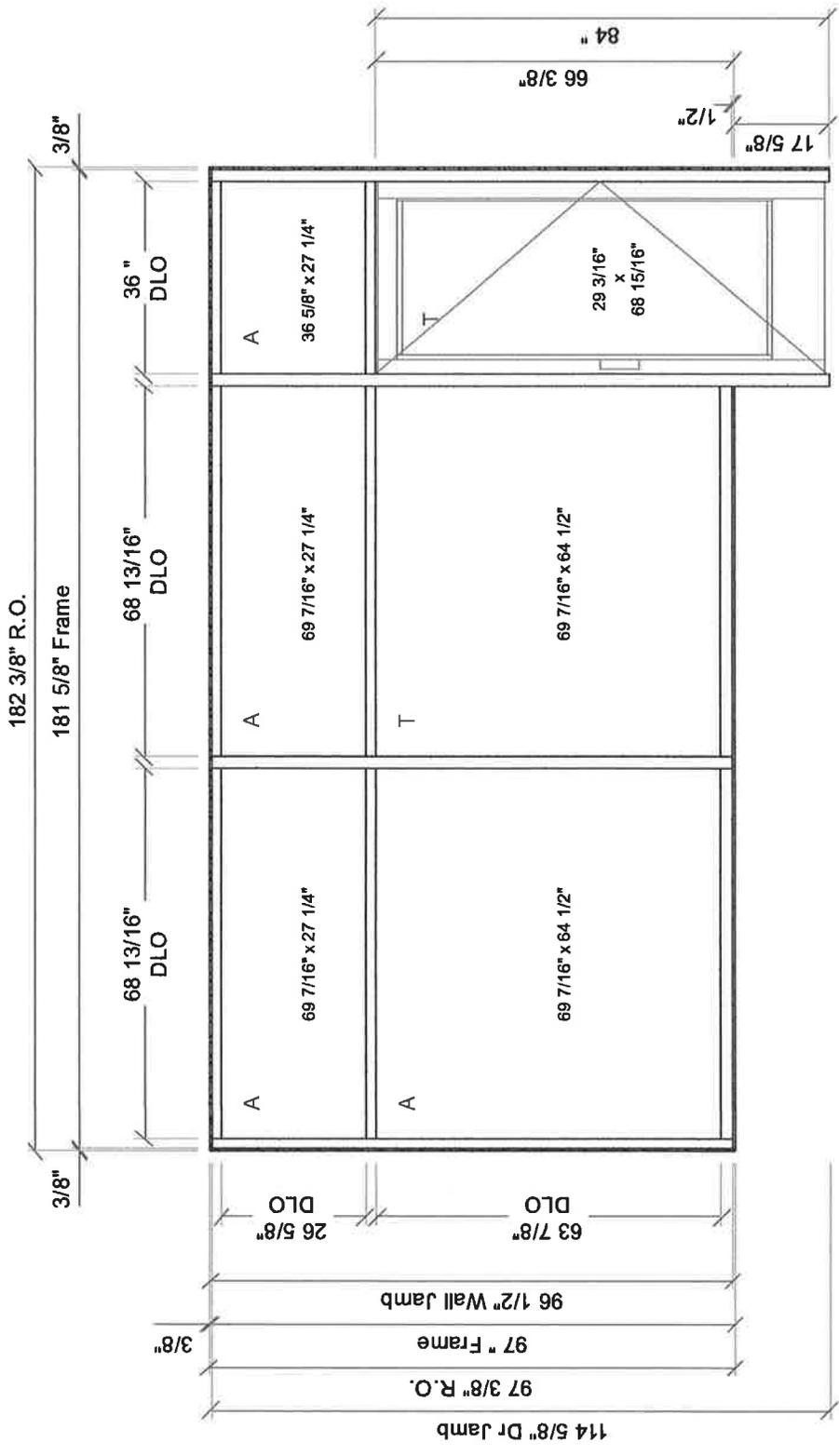
Phone: 402-435-3840

Fax: 402-476-4926

Email: zack@nebraskadoorandwindow.com



1" Insulated LowE Glass
 (safety glass where
 required by local building
 code)

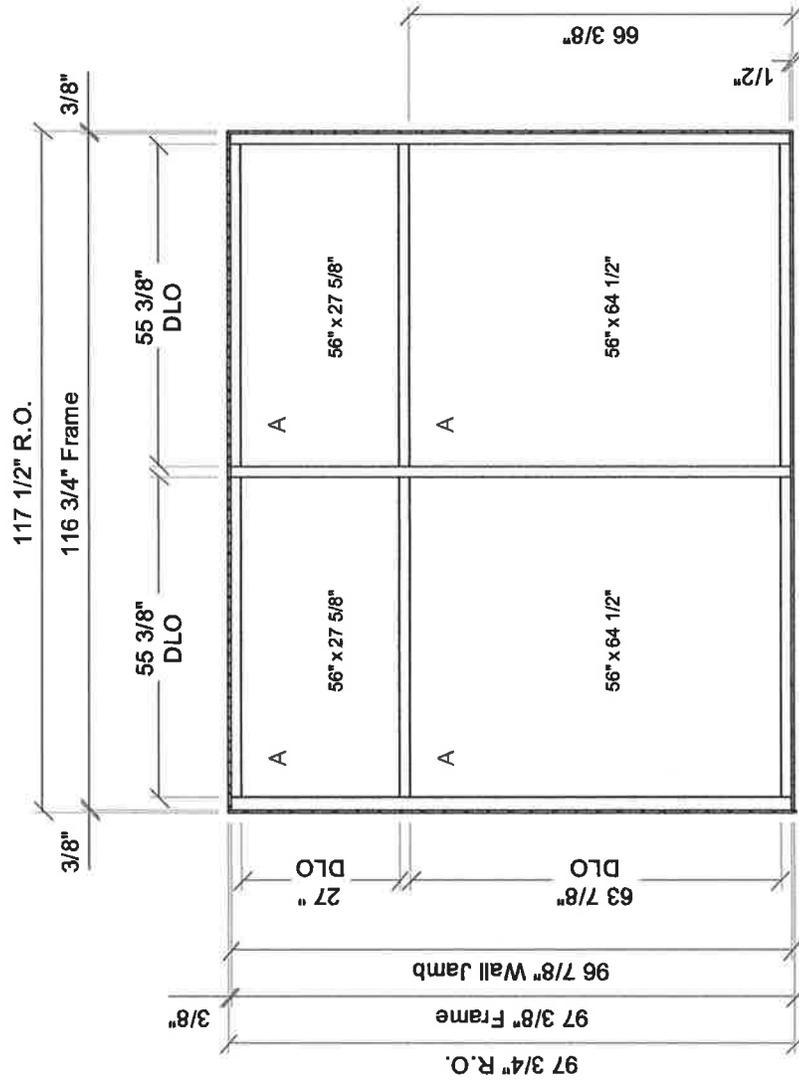


Door includes the following

1. Narrow stile Door
2. Push / Pull Hardware
3. 10" bottom rail
4. Dead bolt Lock with std. cylinder
5. Threshold
6. 9-1/16" hole pattern closer
7. Weather strip

Hobson Automotive Seward - 001 - North Elevation (1 Thus)
 Frame: (Bronze) 2450 : 1in gl : 2in. Framing : Center - Outside Glaze Storefront
 4/5/2022

1" Insulated LowE Glass
 (safety glass where
 required by local building
 code)



Hobson Automotive Seward - 002 - East Elevation (1 Thus)
 Frame: (Bronze) 2450 : 1in gl : 2in. Framing : Center - Outside Glaze Storefront
 4/5/2022



Lincoln Glass, Inc.
PO Box 22069 Lincoln, NE 68542
(402) 475-6785

Date: 4/5/22

To: Barb Osbourne

ATTN: Barb

Project: Storefront Door and Window Replacements – Hobson Auto – Seward Ne.

Scope of work included in bid:

-Lincoln Glass to furnish and install Manko Window Systems storefront door, frame and windows. Specifically, **(1)** 3-0 x 7-0 narrow stile stock door with continuous hinge, standard locks, standard push/pulls, sweep, threshold and closer. Framing to be Manko Window Systems 2450CG series, 2" x 4 ½", center plane, outside glazed, screwspline framing.

See elevation drawings for window dimensions. **(Door Lead Time 8-10 weeks)**

- Finish: Bronze Anodized

- Glass to be: 1" Clear Tempered Insulated Glass – Windows

-Lincoln Glass to caulk entire perimeter of frames with caulking that matches storefront system.

Furnished and Installed: \$12,004.03

Demolition/Removal of existing: Included

Exclusions:

- Final cleaning of glass and aluminum.
- Field testing of any kind.
- Hardware for doors of any kind unless specifically noted above.
- Drywall/Paint Repair.
- Trim Replacement/Installation.
- Wood Framed Openings/Opening Framing Preparation.
- **Electrical wiring of any kind if applicable.**
- **Secured Access/Card Reader/Fob Access, etc.**
- **Furnishing, installation, or caulking of any wood or hollow metal frames.**
- **Signage/tint/film.**

Thank You.

Zach Bloebaum

Lincoln Glass, Inc.

(402) 475 6785

By accepting this proposal, the undersigned agrees to submit payment equal to half of the total proposed amount. The undersigned further understands that no materials or labor will be provided for the above referenced job until the payment has been received. Payment for the remaining amount of the proposal will be due upon substantial completion of Lincoln Glass' scope of work. Completion status to be determined by Lincoln Glass and final payment is due within 30 days of completion.

Customer Signature _____

Date _____

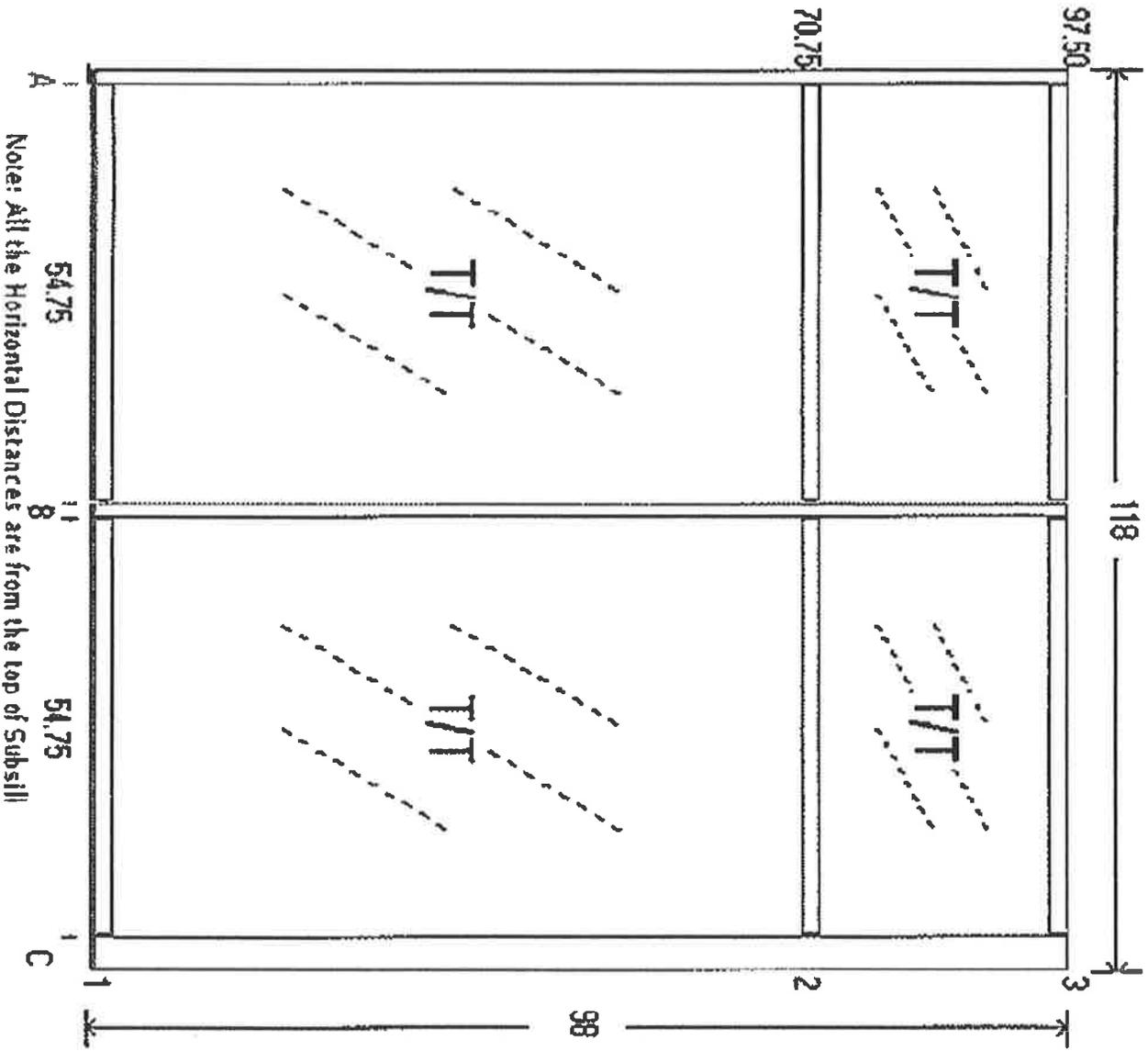
VOID AFTER 30 DAYS

Elevation: A02

Qty: 1

Series: 2450CG

Finish: Bronze



Note: All the Horizontal Distances are from the top of Sill

Elevation: A01

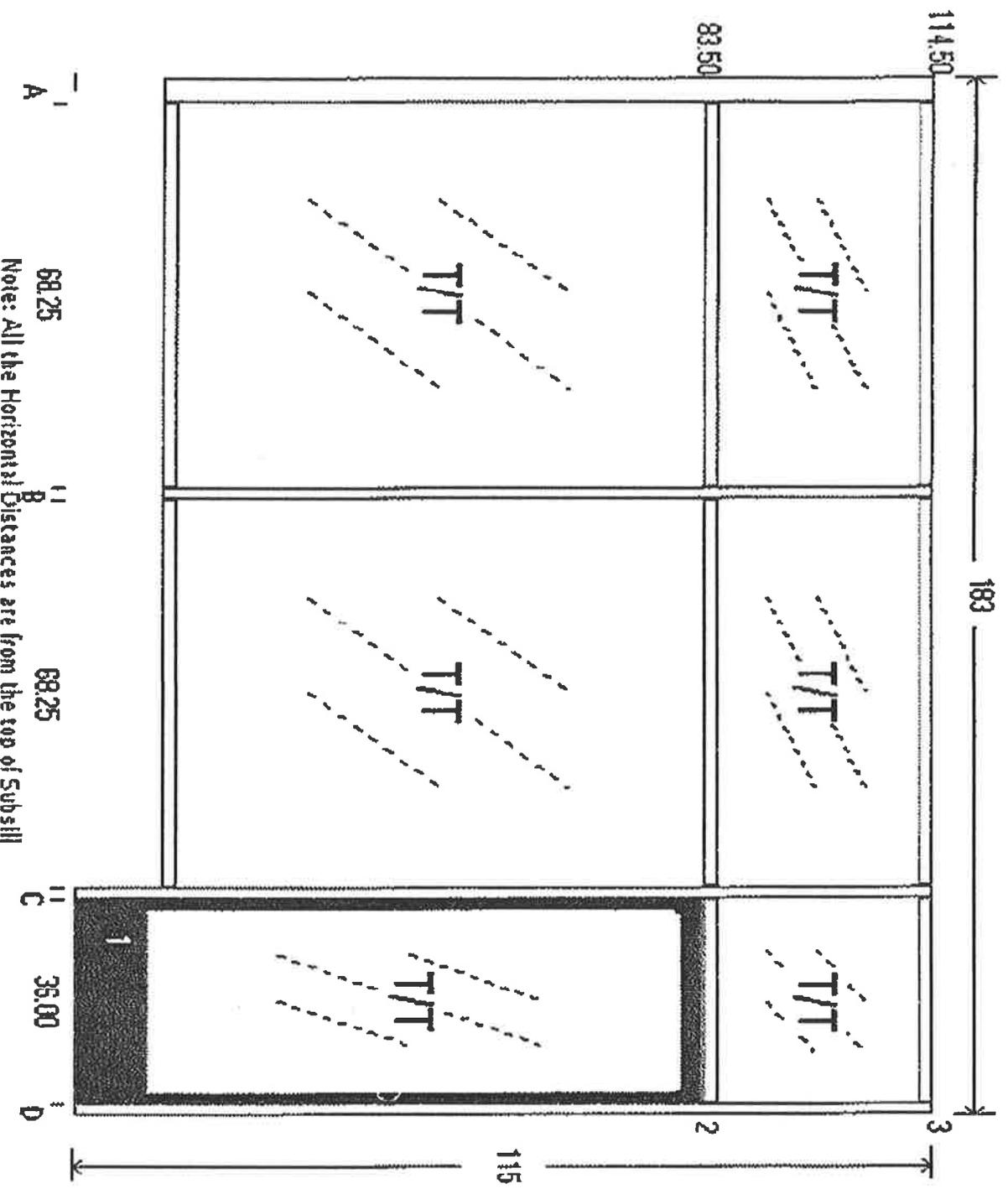
Qty: 1

Series: 2450CG

Finish: Bronze

Door Series: 100

Frame Series: 1450T



Note: All the Horizontal Distances are from the top of Subsill

Anderson Construction

1604 253 Drive
Seward, NE 68434

Estimate

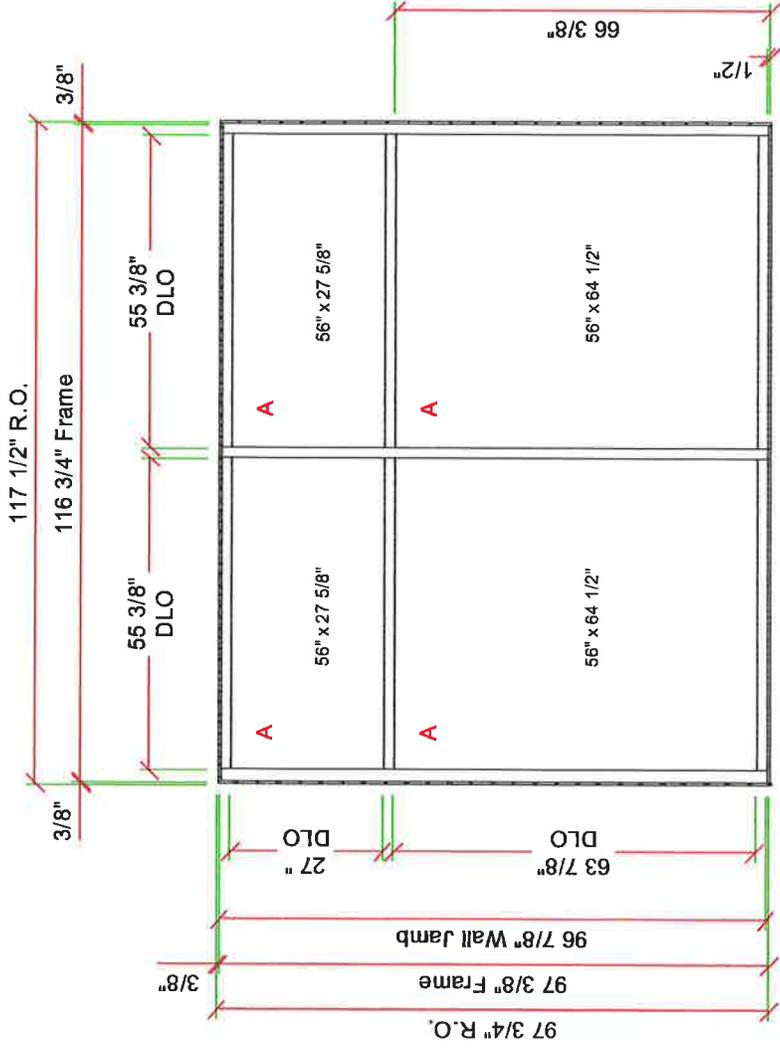
| Date | Estimate # |
|----------|------------|
| 4/4/2022 | 715 |

| Name / Address |
|--|
| Troy and Barb Osborne 1340 Fairlane Ave Seward, Nebr 68434 |

| | | | Project |
|---|-----|-----------|-------------|
| Description | Qty | Cost | Total |
| Project-Hobson Auto,Seward Nebr-includes= Remove and replace existing store front on north elevation and east elevation. Remove and haul away/ Provide an install new dark bronze anodized thermally broken store front windows and door-Door includes push/pull hardware, 10" ADA bottom door rail,deadbolt with standard lock,closer and weatherstrip.Glass =clear hard coat low-E insulated glass. All interior and exterior caulking sealant to be done to match window frames. Includes permits,temp partitions as needed,all clean up | 1 | 12,664.50 | 12,664.50 |
| Total | | | \$12,664.50 |

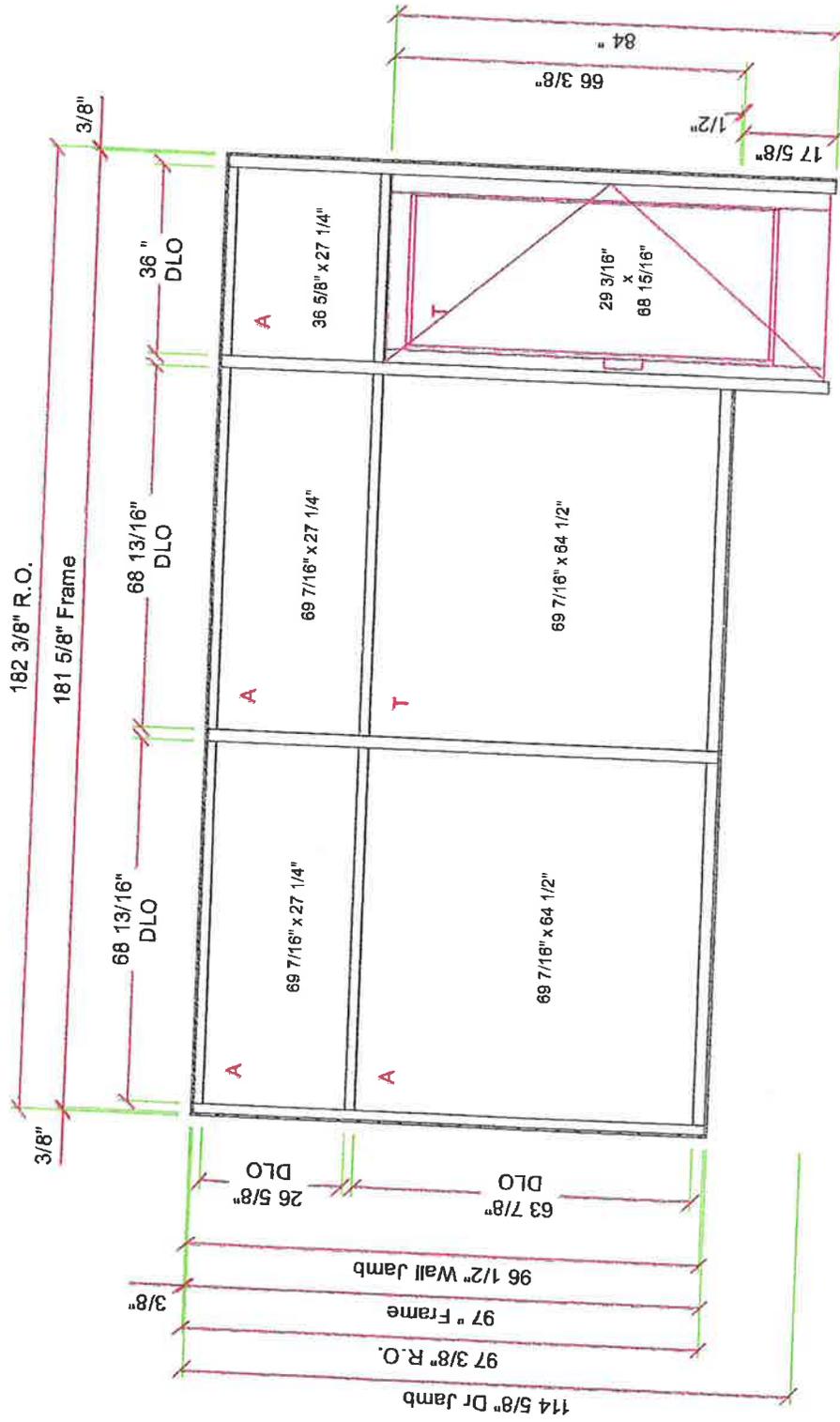
Customer Signature _____

1" Insulated LowE Glass
 (safety glass where
 required by local building
 code)



Hobson Automotive Seward - 002 - East Elevation (1 Thus)
 Frame: (Bronze) 2450 : 1 in gl : 2in. Framing : Center - Outside Glaze Storefront
 4/5/2022

1" Insulated LowE Glass
(safety glass where
required by local building
code)



Door includes the following

1. Narrow stile Door
2. Push / Pull Hardware
3. 10" bottom rail
4. Dead bolt Lock with std. cylinder
5. Threshold
6. 9-1/16" hole pattern closer
7. Weather strip

Hobson Automotive Seward - 001 - North Elevation (1 Thus)
 Frame: (Bronze) 2450 : 1in gl : 2in. Framing : Center - Outside Glaze Storefront
 4/5/2022

From: **Gillespie, Betty** Betty.Gillespie@nebraska.gov
Subject: **635 Seward St**
Date: **Mar 14, 2022 at 8:35:56 AM**
To: **To61922@gmail.com**

Good morning Barb,

I just went through some photos and notes we have on your building on Seward St to learn more about the windows. Sadly, we did not have a lot on record about your store but it does appear that those window shapes have been there since at least the 1970s. The build was also listed to the National Register as part of the whole district with those windows so they are considered part of the building's historic character/integrity. That means we would like to see those windows stay in place/keep their historic look as much as possible.

For potential replacements, I would first need photos (you can submit these when you submit your DTR application so they can be given to me by SENDD during my "official" review) showing the condition of the windows explaining why they need to be replaced. I would also need to know what material they currently are. They look like wood windows but it is a little hard to tell in some of the images I currently have. If they are wood windows they should be replaced with wood or aluminum clad and should maintain the same shape they currently are. If they are just aluminum they can be replaced with aluminum. Now, because they are a weird shape if the only way they can maintain that shape is being replaced with aluminum windows, even if they are currently wood, I would be okay signing off on them. The only other stipulation with new windows is that they cannot be tinted glass. As you mentioned on the phone, a lot of windows have already been replaced around the city so local window repair people should already be aware of historic preservation standards that should be followed.

Again, your other **building on Main St** is outside of the historic district so it does not immediately have to follow the same standards. I went ahead and looked at it though to see if it could be eligible for listing by itself but I do not think it is. **With that review there will be no stipulations on it when it is submitted for "official" review.**

If you have any other questions for me or need me to clarify anything feel free to reach out at any time.

Best,

Betty Gillespie (She/Her)

Section 106 Review & Compliance Coordinator



402-805-7392

betty.gillespie@nebraska.gov | history.nebraska.gov

Preserving the Past. Building the Future



B. Barbara Osborne, 635 Seward Street - \$9,223.88 (75% of Project)



City of Seward
537 Main Street
Seward NE 68434
Phone: 402-643-2928

Downtown Revitalization 2022 Application

Seward Facade Improvement/Commercial Rehabilitation Program

(Attach additional pages to provide additional information.)

*****Completed applications shall be hand delivered to Derek Bargmann, Seward City Clerk, 537 Main Street, Seward, NE 68434, at 10:00am Friday, April 15, 2022. DO NOT MAIL APPLICATIONS OR EMAIL. THEY ARE FIRST COME FIRST SERVE FOR 2022!!!!*****

Applicant Name: Barbara Osborne

Applicant's Phone Number: (402) 641-2703

Applicant's Email Address: to61922@gmail.com

Business Name: _____

Property Owner: Barbara J. Osborne

Property Address: 635 Seward Street. Seward NE 68434

Property Legal Description: Seward Original Town Block 10 T1S 30 & 41

Type of façade improvement planned (see Design Guidelines)

Restoration Renovation Replacement Reconstruction

Structural alterations: (4) windows and (1) door (plus window above door)

Cosmetic alterations (i.e. moldings): _____

Painting (approximate sq. ft. area): _____

Interior Improvements: _____

Specify other work (i.e. awnings): _____

Total cost of project: \$ 12,298.50

DTR Project Funds Amount requested: \$ 9,223.88 (\$12,298.50 x 75%)

I hereby submit the attached plans, specifications and color samples for the proposed project, and understand that these must be approved by the City of Seward. No work may begin until I have received written notice to proceed from the City of Seward. I further understand that the project must be completed by April 24, 2024. Grant funds will not be paid until the project is commenced. If the City has not received correspondence in that time frame, the funds will be reallocated. I agree to leave the completed project in its approved design and colors for a period of five (5) years from the date of completion. If changed before the end of five (5) years, I agree to pay back the funded amount.

Barbara J. Osborne

Signature of Property Owner

Barbara J. Osborne

Printed Name & Title of Property Owner

4/10/2022

Date

Signature of Business Owner (if applicable)

Printed Name & Title of Business Owner

Date

Release and Hold Harmless Agreement

Release executed on this 10th day of April, 2022,
by (Property Owner) Barbara Osborne and
(Business owner if applicable) _____, of
(Street Address) 635 Seward Street, City of Seward, State
of Nebraska, referred to as Releaser(s).

In consideration of being granted monies for restoration, modifications, or other physical changes to the property located at the above address, the Releaser(s), understands that they are solely responsible for providing their own contractors, paying their contractors, to assure that those contractors are fully insured and licensed, and have obtained all necessary permits in accordance with all pertinent regulations. The Releaser(s) waives, releases, discharges, and agrees to indemnify the City of Seward (or entities under the City's umbrella), for loss or damage, and claims or damages therefore, on account of any work that has been performed in accordance with City or State guidelines.

Releaser(s) agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and that if any portion of the agreement is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

Releaser's obligation and duties hereunder shall in no manner be limited or restricted by the maintaining of any insurance coverage related to the above referenced event.

This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and are not a mere recital.

Barbara J. Osborne
Signature of Property Owner

Signature of Business owner (if applicable)

Barbara J. Osborne
Printed Name & Title of Property Owner

Printed Name & Title of Business Owner

4/10/2022
Date

Date

Attestation of U.S. Citizenship

For the purpose of complying with Neb.Rev.Stat. §§4-108 through 4-114, I attest as follows:

I am a citizen of the United States

-OR-

I am a qualified alien under the Federal Immigration and Nationality Act, my immigration status and alien number are as follows:

_____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States.

Printed Name:

| | | |
|---------|--------|---------|
| Barbara | Jan | Osborne |
| First | Middle | Last |

Signature:

Barbara J. Osborne

Date:

4/10/2022

NOTES:

The quotes from Nebraska Door & Window and Lincoln Glass, Inc. do not include trim work on the interior side of the new frame (see photo). Both estimators informed me that this would not be included in their quote and that we would have to hire a contractor to do this work.

The bid from Anderson Construction includes this interior trim work.

Timeline: Lead time for windows is approximately 12 weeks.

Barbara Osborne Pending ID Assignment

Draft Registration



Unique Entity ID:
(blank)

Physical Address:
903 406th
Beaver Crossing , NE 68313 USA

FSD Number: INC-GSAFSD5986590

+ FSD Incident

Sam.gov Registration

Anderson Construction

1604 253 Drive
Seward, NE 68434

Estimate

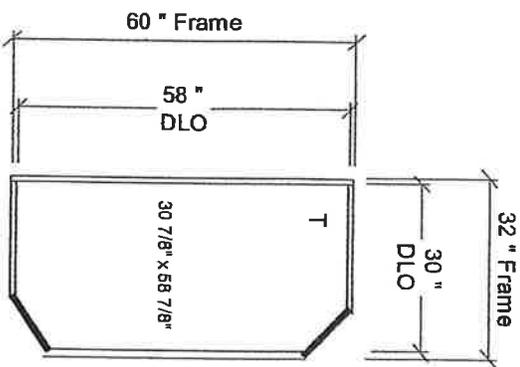
| | |
|----------|------------|
| Date | Estimate # |
| 4/8/2022 | 717 |

| |
|--|
| Name / Address |
| Troy and Barb Osborne 1340 Fairlane Ave Seward, Nebr 68434 |

| |
|----------------|
| Project |
| |

| Description | Qty | Cost | Total |
|--|-----|--------------|-------------|
| Project-TNTKrafts Store,Seward Nebr.=Remove and Replace existing store front glass and door,haul away. Provide and install clear anodized aluminum store front frames and door frame .Glass= clear hardcoat low-E insulated glass, Door=includes push/pull hardware,10" ADA bottomrail,deadbolt with standard lock,closer,and weatherstrip. All exterior and interior sealant to be done to match windows. | 1 | 10,048.50 | 10,048.50 |
| General contractor to provide all interior demo of existing wood frame and trim-Replace with new extenders and trim as needed on interior side of new frame and wall--provide grouting and stone as required to keep exterior to match as is-All painting and finish as required-permit included | 1 | 2,250.00 | 2,250.00 |
| Estimate valid for 30 days | | Total | \$12,298.50 |

Customer Signature _____



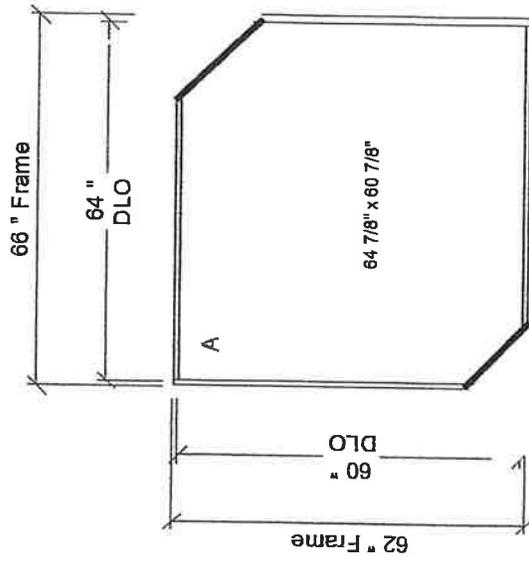
Qty. 1 as drawn,
Qty 1 mirrored

TNT Krafts 1-2887 - 003 - Window returns to door (2

Thus)

Frame: (Blaze) Sash - Themally Broken

Atkins 4/8/2022



Qty of 1 window as drawn
 Qty of 1 window mirrored

TNT Krafts 1-2887 - 001 - Windows (2 Thus)
 Frame: (~~Blonde~~) Sash - Themally Broken
 Aluminum 4/5/2022

Bid Proposal
Revision 1 - 4.8.22

Phone: 402-435-3840

Fax: 402-476-4926

Email: zack@nebraskadoorandwindow.com

Project: TNT Krafts

Date: 4/5/22

Addenda Received: None

Pricing based on plans dated: N/A

Proposal valid for 30 Days from date on this proposal

Scope:

1. Remove existing storefront and haul away (qty 1 door and 4 windows)
2. Provide and install dark bronze anodized thermally broken sash style storefront windows
3. Provide and install dark bronze anodized narrow stile door with 10" bottom rail with hardware listed below
 - a. Push / Pull hardware
 - b. 10" bottom ADA door rail
 - c. Dead bolt lock with standard lock cylinder
 - d. Threshold
 - e. 9-1/16" hole pattern door closer
 - f. Weather Strip
4. Provide new permitter caulk sealant color matched to new window frames both on the interior and exterior.
5. Provide and install clear hard coat LowE glass

See attached elevations for design we are proposing.

Exclusions / General Clarifications:

- 1.) Any and all Bonds
- 2.) NFRC Labels / Certificate
- 3.) Any Independent Testing specified or not
- 4.) Self cleaning low maintenance glass / glass coatings
- 5.) Low Iron type glass / Ultra Clear glass

Bid Proposal
Revision 1 - 4.8.22

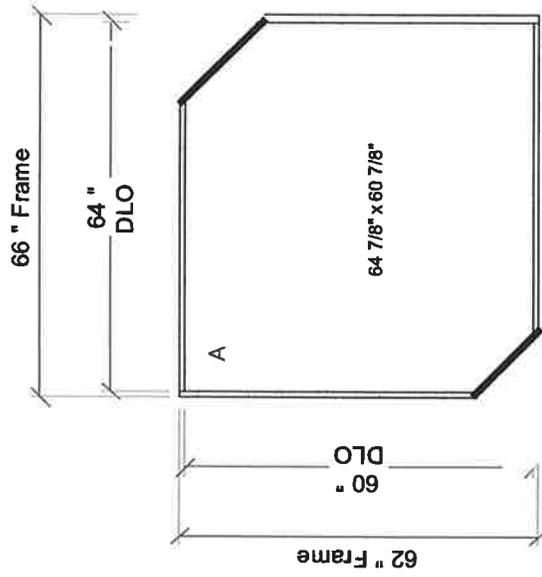
Phone: 402-435-3840
Fax: 402-476-4926
Email: zack@nebraskadoorandwindow.com

Cost of Clear
Anodized same
price as Bronze
per Zack 4-08-22

- 6.) Final keyed cylinders for locks
- 7.) Any decorative acrylic resin panels / Architectural Panels
- 8.) Demolition
- 9.) Cleaning and protection of glass or aluminum
- 10.) Caulking between any heavy glass
- 11.) Any interior caulking unless noted otherwise above
- 12.) Primary caulk bead unless noted otherwise above
- 13.) Flashing tape unless noted otherwise above
- 14.) Door Hardware other than specifically noted above
- 15.) Structural Calculations / PE stamp
- 16.) Backing material
- 17.) Brake metal including flexible type other than specifically noted above
- 18.) Wind Load – Dead Load Anchors
- 19.) Perimeter Fillers / caulk stops other than specifically noted above
- 20.) Field Testing
- 21.) Mock-Up materials and Labor
- 22.) Seismic review and / or consideration
- 23.) Thermal barrier warranty
- 24.) Installation of door contact / specialty hardware (installation of standard hardware provided by others to make the door lock and have the ability to exit is included, however any specialty hardware for security system, door contact type, etc. is not included).
- 25.) Maximum finish warranty for any anodized material is up to 10 years
- 26.) If awarded the project, Nebraska Door and Window LLC will send the contract supplied by the General Contract to our legal / advisory team to review and modify if necessary.

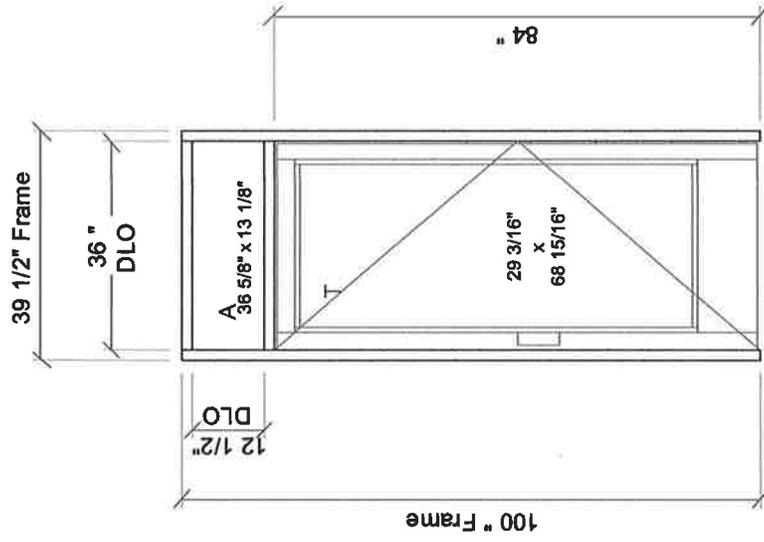
Proposed Price and Terms: \$9,135.00

Voluntary alternate(s) – None



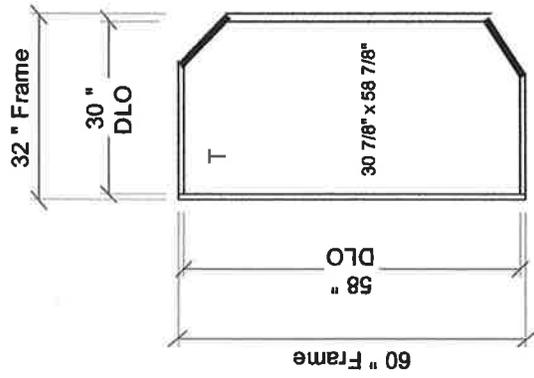
Qty of 1 window as drawn
 Qty of 1 window mirrored

TNT Krafts 1-2887 - 001 - Windows (2 Thus)
 Frame: (Bronze) Sash - Themally Broken
 4/5/2022



Narrow Stile Door
 10" ADA bottom rail
 Deadbolt lock with std. cylinder
 Weather Strip
 Threshold
 Push/Pull Hardware

TNT Krafts 1-2887 - 002 - Entrance (1 Thus)
 Frame: (Bronze) 450 : .25in gl : 1 3/4in Framing :
 Center - Outside Glaze Storefront
 4/5/2022



Qty. 1 as drawn,
 Qty 1 mirrored

TNT Krafts 1-2887 - 003 - Window returns to door (2
 Thus)
 Frame: (Bronze) Sash - Thermally Broken
 4/8/2022



Lincoln Glass, Inc.
PO Box 22069 Lincoln, NE 68542

(402) 475-6785

Date: 4/8/22

To: Barb Osbourne

ATTN: Barb

Project: Storefront Door and Window Replacements – 635 Seward St. – Seward Ne.

Scope of work included in bid:

-Lincoln Glass to furnish and install Manko Window Systems storefront door, frame and windows. Specifically, **(1)** 3-0 x 7-0 narrow stile stock door with continuous hinge, standard locks, standard push/pulls, sweep, threshold and closer. **(2)** 72" x 71" block size and **(2)** 36" x 63.5" block size, out of square windows. Framing to be Manko Window Systems 1450CG series, 2" x 4 ½", center plane, outside glazed, screwspline framing.

See elevation drawings for dimensions. **(Door Lead Time 8-10 weeks)**

- Finish: Clear Anodized

- Glass to be: 1" Clear Tempered Insulated Glass – Windows

- Lincoln Glass to caulk entire perimeter of frames with caulking that matches storefront system.

Furnished and Installed: \$11,340.75

Demolition/Removal of existing: Included

Exclusions:

- Final cleaning of glass and aluminum.
- Field testing of any kind.
- Hardware for doors of any kind unless specifically noted above.
- Drywall/Paint Repair.
- Trim Replacement/Installation.
- Wood Framed Openings/Opening Framing Preparation.
- **Electrical wiring of any kind if applicable.**
- **Secured Access/Card Reader/Fob Access, etc.**
- **Furnishing, installation, or caulking of any wood or hollow metal frames.**
- **Signage/tint/film.**

Thank You.

Zach Bloebaum

Lincoln Glass, Inc.

(402) 475 6785

By accepting this proposal, the undersigned agrees to submit payment equal to half of the total proposed amount. The undersigned further understands that no materials or labor will be provided for the above referenced job until the payment has been received. Payment for the remaining amount of the proposal will be due upon substantial completion of Lincoln Glass' scope of work. Completion status to be determined by Lincoln Glass and final payment is due within 30 days of completion.

Customer Signature _____

Date _____

VOID AFTER 30 DAYS

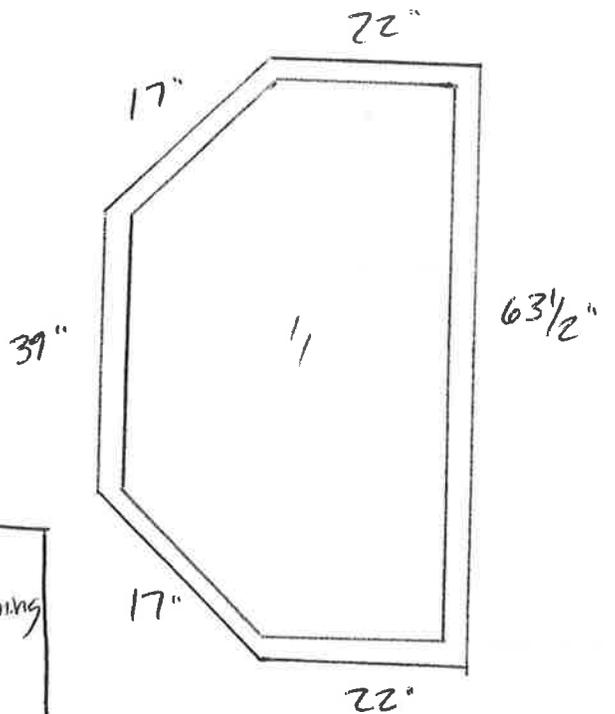
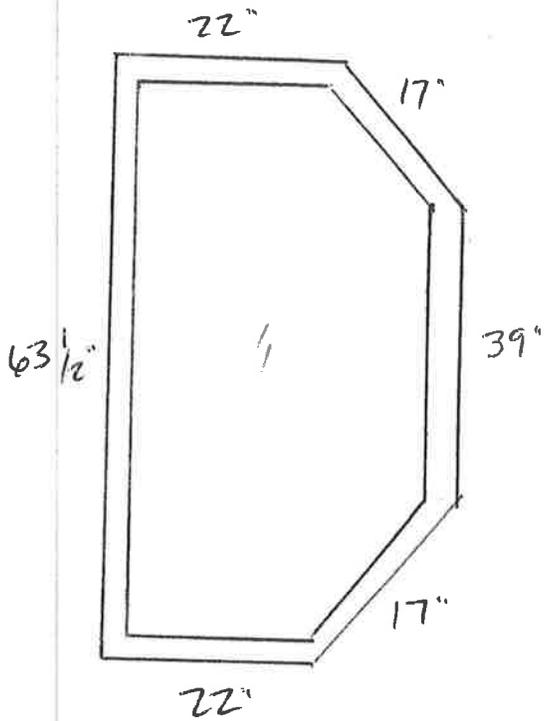
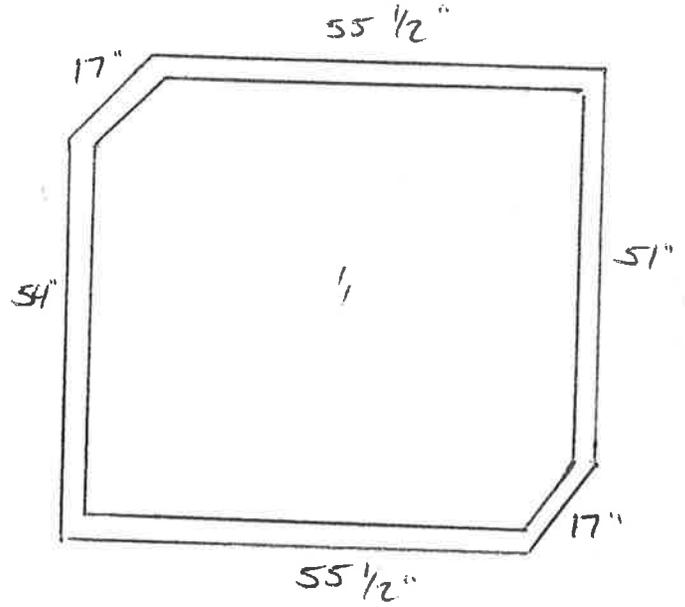
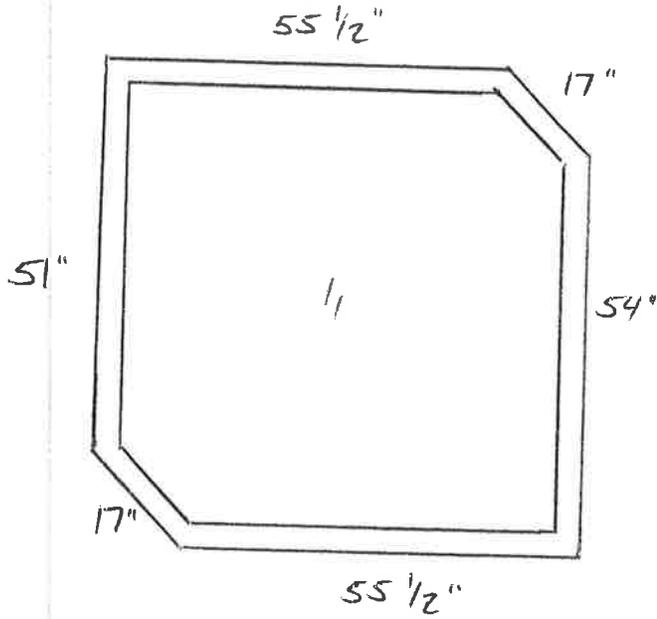


LincolnGlass.net

LINCOLN GLASS

402.475.6785

OSBOURNE - 635 SEWARD ST.



CLEAR
2450 Framing
1" CTIF

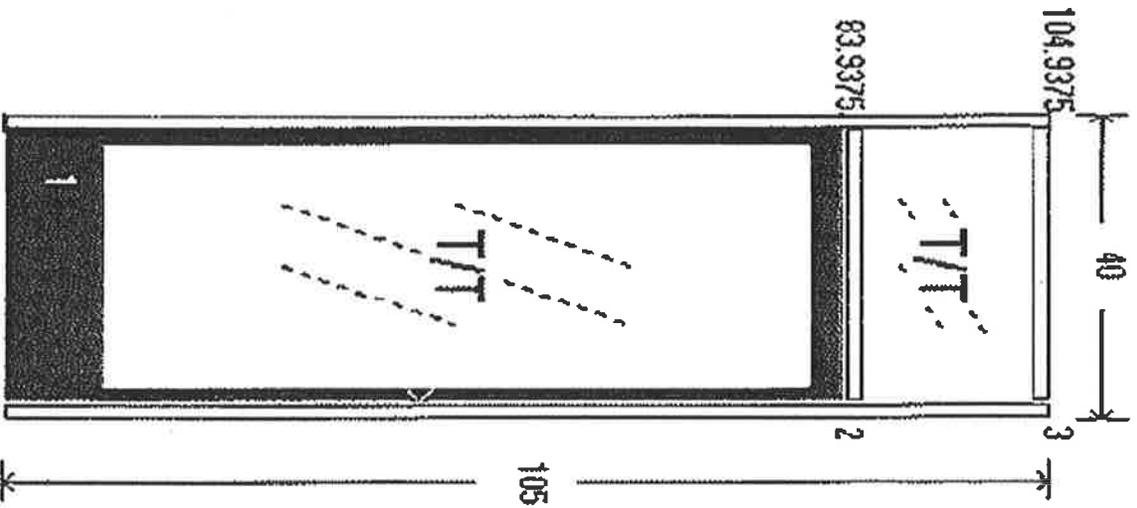
Elevation: A01

Qty: 1

Series: 1450

Finish: Bronze

Door Series: 100



Note: All the Horizontal Distances are from the top of Sub sill



Lincoln Glass, Inc.
PO Box 22069 Lincoln, NE 68542
(402) 475-6785

Date: 4/5/22

To: Barb Osbourne

ATTN: Barb

Project: Storefront Door and Window Replacements – 635 Seward St. – Seward Ne.

Scope of work included in bid:

-Lincoln Glass to furnish and install Manko Window Systems storefront door, frame and windows. Specifically, **(1)** 3-0 x 7-0 narrow stile stock door with continuous hinge, standard locks, standard push/pulls, sweep, threshold and closer. **(2)** 72" x 71" block size and **(2)** 36" x 63.5" block size, out of square windows. Framing to be Manko Window Systems 1450CG series, 2" x 4 ½", center plane, outside glazed, screwspline framing.

See elevation drawings for dimensions. (Door Lead Time 8-10 weeks)

- Finish: Bronze Anodized

- Glass to be: 1" Clear Tempered Insulated Glass – Windows

-Lincoln Glass to caulk entire perimeter of frames with caulking that matches storefront system.

Furnished and Installed: \$11,340.75

Demolition/Removal of existing: Included

Exclusions:

- Final cleaning of glass and aluminum.
- Field testing of any kind.
- Hardware for doors of any kind unless specifically noted above.
- Drywall/Paint Repair.
- Trim Replacement/Installation.
- Wood Framed Openings/Opening Framing Preparation.
- **Electrical wiring of any kind if applicable.**
- **Secured Access/Card Reader/Fob Access, etc.**
- **Furnishing, installation, or caulking of any wood or hollow metal frames.**
- **Signage/tint/film.**

Thank You.

Zach Bloebaum

Lincoln Glass, Inc.

(402) 475 6785

By accepting this proposal, the undersigned agrees to submit payment equal to half of the total proposed amount. The undersigned further understands that no materials or labor will be provided for the above referenced job until the payment has been received. Payment for the remaining amount of the proposal will be due upon substantial completion of Lincoln Glass' scope of work. Completion status to be determined by Lincoln Glass and final payment is due within 30 days of completion.

Customer Signature _____

Date _____

VOID AFTER 30 DAYS

From: Gillespie, Betty Betty.Gillespie@nebraska.gov
Subject: RE: 635 Seward Street
Date: Apr 5, 2022 at 7:44:57 AM
To: troy osborne to61922@gmail.com

Morning Barb,

I apologize for the late response. We had our department retreat yesterday and I am just now getting around to checking on my emails. For window frames I would like to see the light sliver/ aluminum color but you would be able to paint them another color as long as the installed color is aluminum.

I am always happy to help so feel free to reach out whenever.

Best,

Betty Gillespie (She/Her)
Section 106 Review & Compliance Coordinator



1500 R Street
Lincoln, Nebraska 68508-1651
402-805-7392
betty.gillespie@nebraska.gov | history.nebraska.gov

Preserving the Past. Building the Future



From: troy osborne <to61922@gmail.com>
Sent: Sunday, April 3, 2022 1:44 PM
To: Gillespie, Betty <Betty.Gillespie@nebraska.gov>
Subject: Re: 635 Seward Street

Hello Betty,

One additional question. The contractor did ask about the color of the trim; black, bronze or silver/aluminum. Based on your previous comments, can we change the trim color or would you prefer that they stay the silver/aluminum color?

Again thanks for all your help. We greatly appreciate your feedback.

Barb Osborne

On Mon, Mar 21, 2022 at 8:54 AM Gillespie, Betty <Betty.Gillespie@nebraska.gov> wrote:
Morning Barb,

Thank you for sending in these photos of the windows. They are quite odd things but yes I would like to see the window opening shapes stay the same as they are now with any replacements and be either aluminum windows or aluminum clad. If the wood frames could be kept with new aluminum windows put inside of them that would be even better since the wood looks to be in really good shape.

As for façade improvements, as far as I know according to the DTR guidelines, yes, any work to the façade would be included to retain/preserve the historic look of it. For your building, there is a bit of mystery surrounding it and know what is significant and what is not because it was not clearly detailed in the historic district nomination. From what we have been able to interpret though, what the façade looks like right now was listed as contributing to this district. Due to that, it should still continue to maintain its current appearance if DTR funds are going to be used.

Now, if you do want to have the stones removed though, you do have a couple of options. The first option is taking the storefront all the way back to its original late 1800s look. Sadly though, I do not feel this is a feasible option for you due to the number of major renovations the building has gone through with the most prevalent being the removal of the central staircase. Due to that feature being gone, I do not believe it is feasible for you to go down that route. Your next option is to try and find a photo of what the building looked like between 1900 and 1979. These are the two years I have photos of the building from giving me two different looks. If you were able to find a picture from between those two periods and the façade had a different look from both of them, you would be able to remove the stone to make it look like that other façade. If you do not have any on hand, I would recommend reaching out to the Seward County Historical Society to see if they have any of the building from I would guess the 1930s-1950s. It is only under those two circumstances that you would be able to use DTR funds (this program) to remove those stones.

Your third option is to do whatever you would like to with the façade but not use DTR funds (this program) or any other federal funds. As long as federal funds are being used it will need to go through this review process. If it is paid for out of pocket you are free to do whatever you would like with your building façade with no stipulations.

I hope this is a little bit helpful in making your decisions moving forward. Window replacements would work for this program, I would just like for the shape to stay the same. Other façade work should be eligible as well but if you want to use the program to remove the stone you would need to find a photo of the building without the stone and then return the

façade to that appearance. You could remove the stone on your own though to make it look like the other facades next to it you just would not be able to use this program for that. If you have any additional questions please feel free to reach out at any time.

Best,

Betty Gillespie (She/Her)

Section 106 Review & Compliance Coordinator



[1500 R Street](#)

[Lincoln, Nebraska 68508-1651](#)

402-805-7392

betty.gillespie@nebraska.gov | history.nebraska.gov

Preserving the Past. Building the Future



From: Troy Osborne <to61922@gmail.com>

Sent: Saturday, March 19, 2022 4:22 PM

To: Gillespie, Betty <Betty.Gillespie@nebraska.gov>

Subject: 635 Seward Street

Hello Betty,

We took a few pictures today of our building at 635 Seward Street in Seward. You had sent me a response previously in regards to keeping the same shape, etc. One of the photos shows a close up of the window frame.

We were also wondering if the facade of the building would be included in the revitalization program. The first two photos show pictures of the neighboring buildings and we were wondering if we would be able to remove the stones from our storefront and replace it with something similar to the buildings on either side of us.

Thank you for your assistance.

Barb Osborne

From: **Gillespie, Betty** Betty.Gillespie@nebraska.gov
Subject: **635 Seward St**
Date: **Mar 14, 2022 at 8:35:56 AM**
To: **To61922@gmail.com**

Good morning Barb,

I just went through some photos and notes we have on your building on Seward St to learn more about the windows. Sadly, we did not have a lot on record about your store but it does appear that those window shapes have been there since at least the 1970s. The build was also listed to the National Register as part of the whole district with those windows so they are considered part of the building's historic character/integrity. That means we would like to see those windows stay in place/keep their historic look as much as possible.

For potential replacements, I would first need photos (you can submit these when you submit your DTR application so they can be given to me by SENDD during my "official" review) showing the condition of the windows explaining why they need to be replaced. I would also need to know what material they currently are. They look like wood windows but it is a little hard to tell in some of the images I currently have. If they are wood windows they should be replaced with wood or aluminum clad and should maintain the same shape they currently are. If they are just aluminum they can be replaced with aluminum. Now, because they are a weird shape if the only way they can maintain that shape is being replaced with aluminum windows, even if they are currently wood, I would be okay signing off on them. The only other stipulation with new windows is that they cannot be tinted glass. As you mentioned on the phone, a lot of windows have already been replaced around the city so local window repair people should already be aware of historic preservation standards that should be followed.

Again, your other building on Main St is outside of the historic district so it does not immediately have to follow the same standards. I went ahead and looked at it though to see if it could be eligible for listing by itself but I do not think it is. With that review there will be no stipulations on it when it is submitted for "official" review.

If you have any other questions for me or need me to clarify anything feel free to reach out at any time.

Best,

Betty Gillespie (She/Her)
Section 106 Review & Compliance Coordinator



1500 R Street
Lincoln, Nebraska 68508-1651

402-805-7392

betty.gillespie@nebraska.gov | history.nebraska.gov

Preserving the Past. Building the Future



C. Jill Hochstein, 522 Seward Street - \$50,000.00 (71% of Project)



City of Seward
537 Main Street
Seward NE 68434
Phone: 402-643-2928

received
4/15/22
10:06am
GK

Downtown Revitalization 2022 Application

Seward Facade Improvement/Commercial Rehabilitation Program

(Attach additional pages to provide additional information.)

*****Completed applications shall be hand delivered to Derek Bargmann, Seward City Clerk, 537 Main Street, Seward, NE 68434, at 10:00am Friday, April 15, 2022. DO NOT MAIL APPLICATIONS OR EMAIL. THEY ARE FIRST COME FIRST SERVE FOR 2022!!!!*****

Applicant Name: Jill Hochstein
Applicant's Phone Number: 402-450-4002
Applicant's Email Address: jhochstein2@gmail.com
Business Name: Hochstein Holdings LLC
Property Owner: Jared & Jill Hochstein
Property Address: 522 Seward Street
Property Legal Description: Seward Original Town Block 6W 1/2 Lot 10

Type of façade improvement planned (see Design Guidelines)

Restoration Renovation Replacement Reconstruction Structural

alterations: _____ Cosmetic

alterations (i.e. moldings): _____ repair and restore stonework, moldings, and columns

Painting (approximate sq. ft. area): _____

Interior Improvements: _____

Specify other work (i.e. awnings): _____

Total cost of project: \$70,000

DTR Project Funds Amount requested: \$50,000

I hereby submit the attached plans, specifications and color samples for the proposed project, and understand that these must be approved by the City of Seward. No work may begin until I have received written notice to proceed from the City of Seward. I further understand that the project must be completed by April 24, 2024. Grant funds will not be paid until the project is commenced. If the City has not received correspondence in that time frame, the funds will be reallocated. I agree to leave the completed project in its approved design and colors for a period of five (5) years from the date of completion. If changed before the end of five (5) years, I agree to pay back the funded amount.


Signature of Property Owner

Jared Hochstein/ Jill Hochstein
Printed Name & Title of Property Owner

04/14/2022
Date

Signature of Business Owner (if applicable)

Printed Name & Title of Business Owner

Date

Release and Hold Harmless Agreement

Release executed on this _____ day of _____,
by (Property Owner) Jared & Jill Hochstein and
(Business owner if applicable) _____, of
(Street Address) 522 Seward Street, Seward, NE 68434, City of Seward, State
of Nebraska, referred to as Releaser(s).

In consideration of being granted monies for restoration, modifications, or other physical changes to the property located at the above address, the Releaser(s), understands that they are solely responsible for providing their own contractors, paying their contractors, to assure that those contractors are fully insured and licensed, and have obtained all necessary permits in accordance with all pertinent regulations. The Releaser(s) waives, releases, discharges, and agrees to indemnify the City of Seward (or entities under the City's umbrella), for loss or damage, and claims or damages therefore, on account of any work that has been performed in accordance with City or State guidelines.

Releaser(s) agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and that if any portion of the agreement is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

Releaser's obligation and duties hereunder shall in no manner be limited or restricted by the maintaining of any insurance coverage related to the above referenced event.

This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and are not a mere recital.


Signature of Property Owner

Signature of Business owner (if applicable)

Jared Hochstein/ Jill Hochstein
Printed Name & Title of Property Owner

Printed Name & Title of Business Owner

04/14/2022
Date

Date

Attestation of U.S. Citizenship

For the purpose of complying with Neb.Rev.Stat. §§4-108 through 4-114, I attest as follows:

I am a citizen of the United States

-OR-

I am a qualified alien under the Federal Immigration and Nationality Act, my immigration status and alien number are as follows:

_____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States.

Printed Name:

Jill J Hochstein
First Middle Last

Signature:

Jill J Hochstein

Date:

04/14/2022

Attestation of U.S. Citizenship

For the purpose of complying with Neb.Rev.Stat. §§4-108 through 4-114, I attest as follows:

I am a citizen of the United States

-OR-

I am a qualified alien under the Federal Immigration and Nationality Act, my immigration status and alien number are as follows:

_____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States.

Printed Name:

Jared J Hochstein
First Middle Last

Signature:

Jared J Hochstein

Date:

04/14/2022

City of Seward Downtown Revitalization – Façade Improvement Grant Program Application 2022

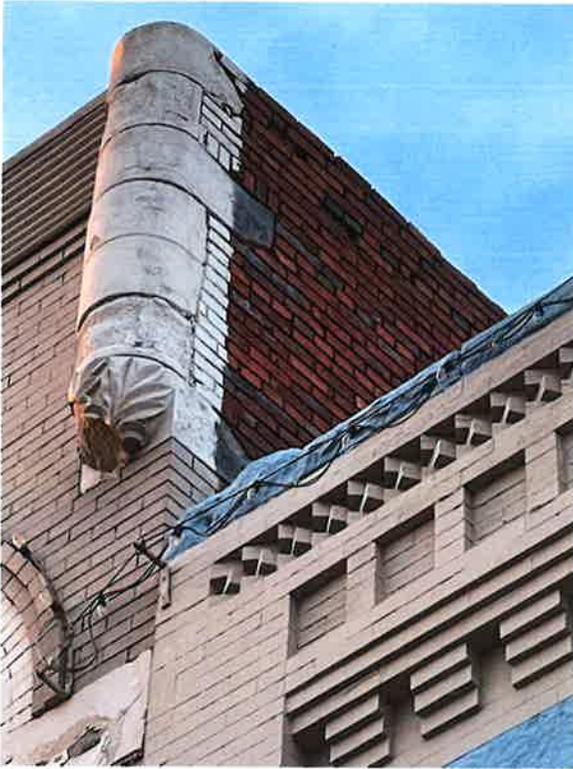
The building owners of 522 Seward Street are applying for DTR Funds to implement a street facing facade improvement to restore and preserve the historic Berdolt building. The Berdolt building was constructed in approximately 1896 and is recognized as the Seward County Courthouse Square Historic District on the National Register of Historic places. We are proposing exterior wall repairs, restorative installation of decorative details and their current design features. The new storefront will be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property.



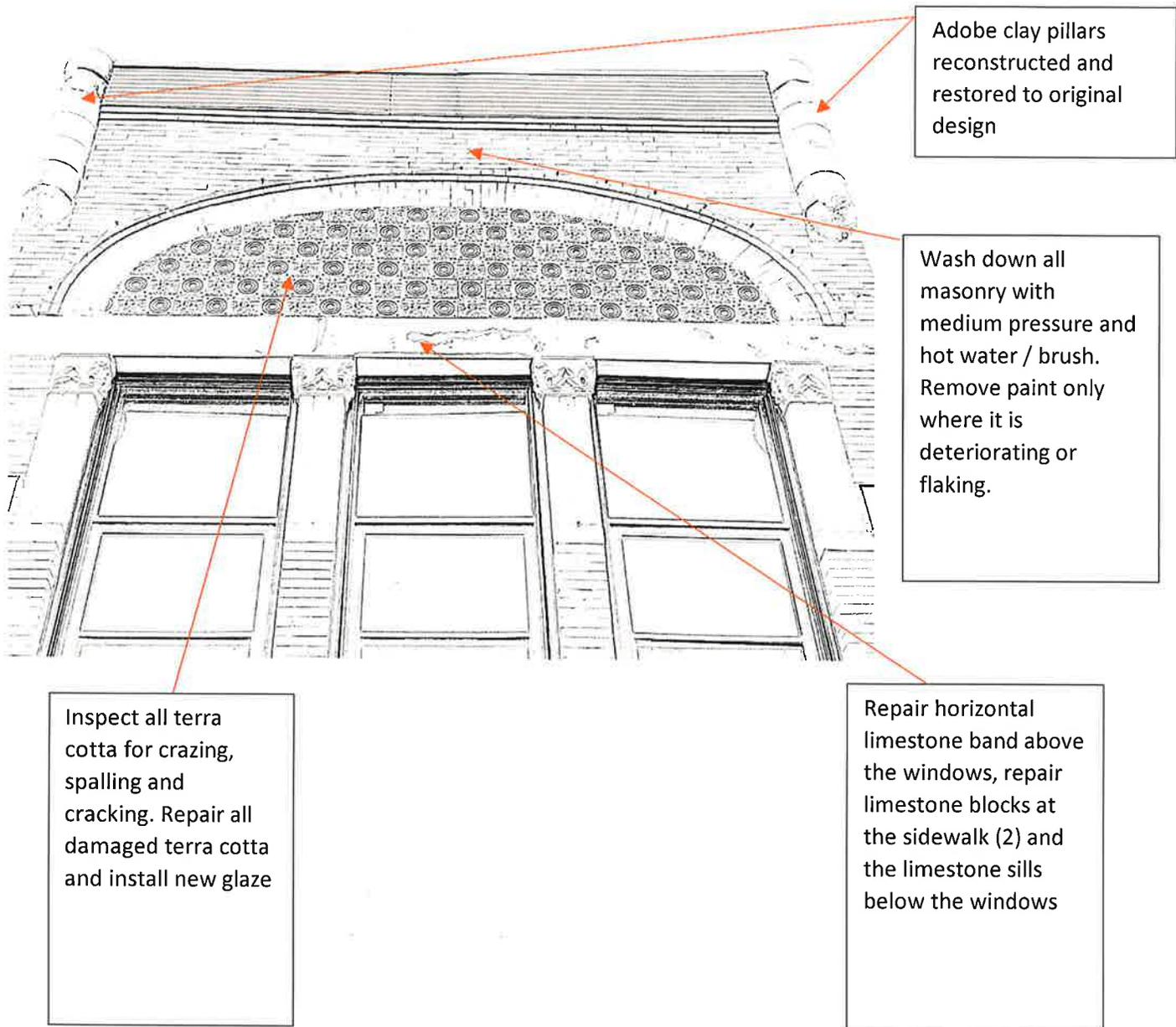
Current storefront 2022



Upper storefront façade



Pictures of stonework to be repaired and restored



Action Plan Timeline

| | |
|-------------------------|---|
| April 15, 2022 | Application & Supporting Checklist due 10:00 AM |
| May 15, 2022 | Preliminary Review of Applications |
| June 10, 2022 | City Council Approval |
| July 1, 2022 | Notice to Proceed with City Approved Design |
| July 15, 2022 | SEND D meets with Contractor & Building Owner for pre-construction conference |
| August 1 – October 2022 | Stonework begins |
| August 2023 | Stonework complete |
| | |

Proposed Budget

Budget was compiled from vendor quotations. Funding sources are based on a 25% owner match of the DTR request and breakdown as follows:

Stonework Estimate \$70000.00

Breakdown by Percentage Match

Total Amount of Project \$70,000

Building Owner (25%) \$17,500 + (\$2,500 (overage of match)) = \$20,000

CBDG Match Funds (75%) \$50,000 Max match

Total \$70,000

Historical Research & Building Analysis

The Historic Berdolt Building at 522 Seward Street is part of the Seward County Courthouse Square Historic District, a historic district that is listed on the National Register of Historic Places. The building is consistent with the storefronts of many Nebraska historic downtown squares. The front consists of a recessed entrance, display windows, and a bulkhead under the display windows over the storefront with a cloth canopy for pedestrians. It also has a side door to the upper floor. The upper floor contains three windows with decorative cornices and cement banding.

Below is a historic description of the building on record with the National register of Historic places:

Berdolt Building, 522 Seward Street, brick, rectangular, 4-bay front, 2 stories, flat roof, transoms above metal sidewalk canopy, 3-window arrangement in upper story, window divisions flanked by pilasters with eclectic capitals, basket handle arch filled with decorative terra-cotta tiles above windows, corbeled brickwork on parapet; 1890's.

Picture 1 dates the building around the early 1920s. Picture 2 is a depiction from circa 1940. Picture 3 shows the building as it stands today in 2018.

Seward North Square 1920s



Seward North Square 1940s



Seward North Square 2018



Berdolt Building – 2022



MASONRY CONSTRUCTION, INC.
GREG DENNIS

Masonry & Restoration Services
908 Camp Gifford Road
Bellevue, NE 68005-4452

Office 402-738-1433
Cell 402-968-4838

masonmann2@gmail.com

www.masonryconcreterestoration.com

April 11, 2022

Jared and Jill Hochstein
522 Seward Street
Seward NE 68434
402-643-1438
jhochstein2@gmail.com

JD's Coffee Shop

We hereby submit an estimate for all labor, material and equipment to complete the masonry restoration according to National Park Service (NPS) Guidelines.

Preservation Brief #1- Cleaning Historical Buildings. Wash down all masonry with medium pressure and hot water / brush. Remove paint only where it is deteriorating or flaking.

Preservation Brief #2 - Repointing Mortar. Inspect mortar joints for deteriorating, cracks and missing mortar joints. Remove existing mortar back 3/4" from the face of the masonry. Repoint with Spec - Joint 46 provided by Edison Coatings. New mortar to be softer than the surrounding masonry and match in color. For bidding purposes the new mortar will be Type N 750 PSI with Hydrated Lime. Tool all joints and clean brick upon completion of repointing.

Preservation Brief #7 Terra Cotta. Inspect all terra cotta for crazing, spalling and cracking. Repair all damaged terra cotta and install new glaze. Repoint all mortar joints at the terra cotta. Materials to be provided by Edison Coatings www.edisoncoatings.com.

Limestone Restoration - Repair horizontal limestone band above the windows, repair limestone blocks at the sidewalk (2) and the limestone sills below the windows. Repair material to be Jahn M70 Limestone Repair Mortar. www.cathedralstone.com

Miscellaneous line items - Repoint brick returns at the terra cotta columns for stabilization. Clean and repaint steel lintels above the windows. Remove and replace Espresso and Coffee signs. Protect awnings on each side of the coffee shop.

The decorative panel between the stone lintel and the brick arch appears to be metal. The vertical columns above the brick at the windows as well as the capitals could be metal. If so, that could all be sanded and repainted which is not included in this proposed budget number.

Bid includes sidewalk permits, scaffolding, cleanup and protection of existing conditions.

Bid does not include remove and reinstall canopy including the removal of the frame. No repainting of the building. Bid does not include removal of the upper metal panel that runs the full width of the building. We will inspect the panel to see if it should or could be removed.

WE PROPOSE a BUDGET NUMBERER of \$70,000.00 SeventyThousand Dollars.

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over a and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance

Creative Sculpture and Restoration, Inc.

705 SE 11th Street

Lee's Summit, MO 64081

(816) 554-1825 mstlong@aol.com

www.creativesculptureandrestoration.com

April 7, 2022

Jared/Jill Hochstein

Jhochstein2@gamil.com

Re: Terra Cotta restoration on Front of Building – 522 Seward Street, Seward, NE

Proposal

Repair and sculpture missing pieces of terra cotta and cracks on the front of the building in Seward, Nebraska.

Materials and Labor- \$65,000.00

Notes:

1. Boom truck rental included in cost
2. Travel/Living expenses for company employees included in cost
3. Standard insurance
4. 50% down payment required prior to beginning the project with remainder of payment due upon completion
5. Purchase order and signed acceptance required prior to beginning this project

Gary Keshner

Gary Keshner

Creative Sculpture & Restoration, Inc.

Accepted by: _____

Dated: _____

D. Nammad, LLC, 129 N 5th Street - \$12,330.00 (75% of Project)



City of Seward
537 Main Street
Seward NE 68434
Phone: 402-643-2928

received
4/15/22
10:04am
GB

Downtown Revitalization 2022 Application

Seward Facade Improvement/Commercial Rehabilitation Program

(Attach additional pages to provide additional information.)

*****Completed applications shall be hand delivered to Derek Bargmann, Seward City Clerk, 537 Main Street, Seward, NE 68434, at 10:00am Friday, April 15, 2022. DO NOT MAIL APPLICATIONS OR EMAIL. THEY ARE FIRST COME FIRST SERVE FOR 2022!!!!*****

Applicant Name: Nammad LLC (owned by Greg Damman)
Applicant's Phone Number: 402-641-7482
Applicant's Email Address: gregdamman@windstream.net
Business Name: Blevens & Damman / Wythers Law
Property Owner: Nammad, LLC
Property Address: 129 N. 5th Street
Property Legal Description: #Lots 1-3, Beg at SE corner of Lot 1, then W 104', N 29', E 104', S to POB

Type of facade improvement planned (see Design Guidelines)

Restoration Renovation Replacement Reconstruction

Structural alterations: New front door and window

Cosmetic alterations (i.e. moldings): new sign

Painting (approximate sq. ft. area): _____

Interior Improvements: _____

Specify other work (i.e. awnings): Awning

Total cost of project: \$16,440

DTR Project Funds Amount requested: \$ 16,440 (see attached)
↳ 75% grant, 25% match

I would like to go with the Binswanger door and window bid because they will come in with a crew and take care of removal of the existing door and window and immediately replace them with the new ones. The other bid requires arranging for a separate contractor to do the removal. I would also like to go with the Langner Electric bid for the exterior lights because they will hard wire a switch. The Reed bid involves a remote electronic switch. The bids break down as follows:

Door/Window

| | |
|--|------------|
| Omaha Door & Window | \$5,572.26 |
| Koranda Construction (removal of existing) | \$1,810.00 |
| Total: | \$7,382.26 |

Binswanger \$9,175.00

Awning

| | |
|---------------------------|------------|
| Allied Awning & Siding | \$3,500.00 |
| Heartland Awning & Design | \$11,860 |

(note that Heartland bid it at 20' instead of 12', but would still be higher at 12')

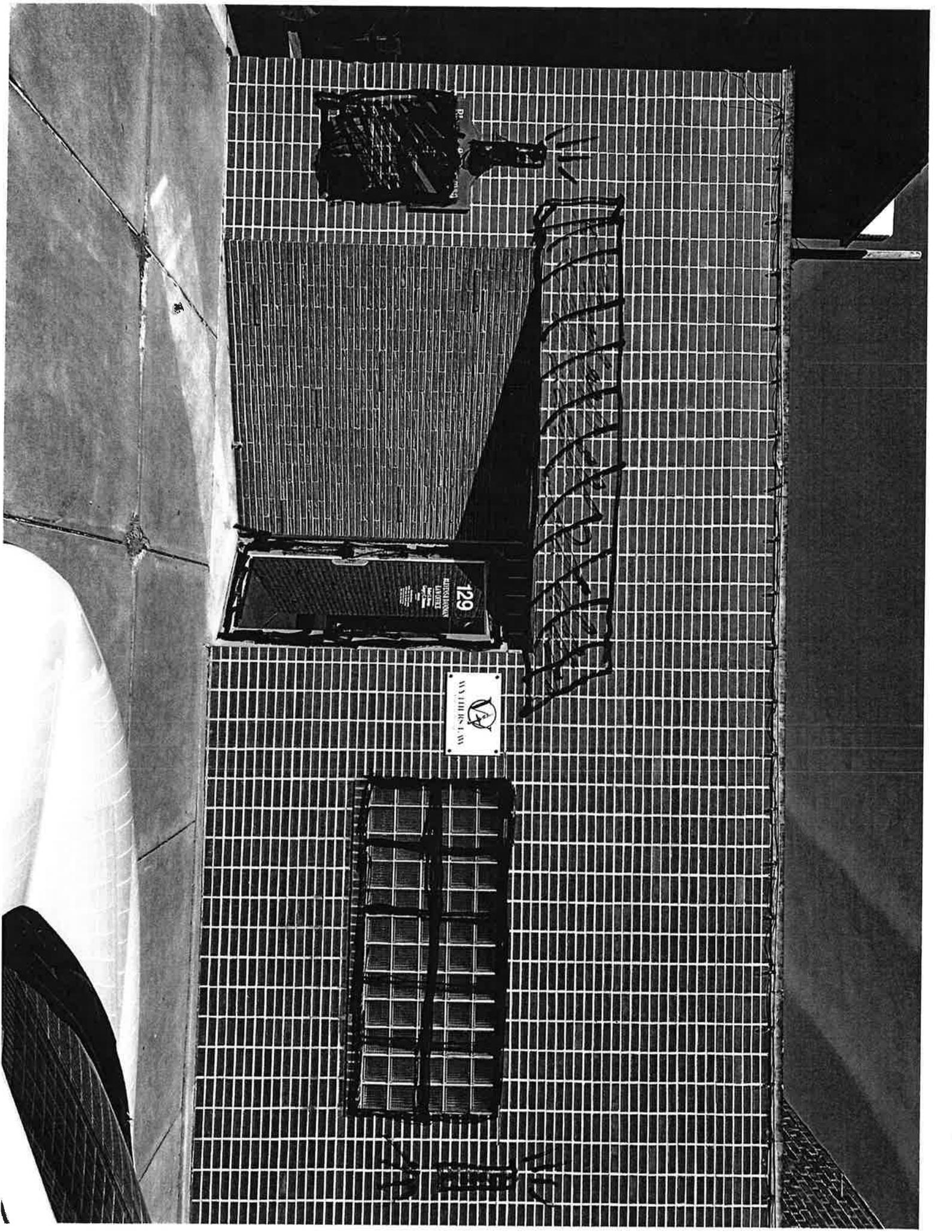
Exterior Lights

| | |
|---|------------|
| Reed Electric (lights to be purchased separately) | \$1,385.00 |
| 2 exterior sconce lights from Lighting Direct | \$246.40 |
| Total: | \$1,631.40 |
| Langner Electric | \$2,565.00 |

Sign

| | |
|--------------|------------|
| Sign Chef | \$2,359.11 |
| Dophen Signs | \$1,200.00 |

(We currently have two signs on the building – one for Blevens & Damman and one for Wythers Law. We could make the sign a bit larger and put both business names on it)



I hereby submit the attached plans, specifications and color samples for the proposed project, and understand that these must be approved by the City of Seward. No work may begin until I have received written notice to proceed from the City of Seward. I further understand that the project must be completed by April 24, 2024. Grant funds will not be paid until the project is commenced. If the City has not received correspondence in that time frame, the funds will be reallocated. I agree to leave the completed project in its approved design and colors for a period of five (5) years from the date of completion. If changed before the end of five (5) years, I agree to pay back the funded amount.



Signature of Property Owner

Nammad, LLC

Printed Name & Title of Property Owner

4/19/22

Date



Signature of Business Owner (if applicable)

Greg Damman

Printed Name & Title of Business Owner

4/19/22

Date

Release and Hold Harmless Agreement

Release executed on this 15 day of April, 2022,
by (Property Owner) Nammad, LLC and
(Business owner if applicable) Greg Damman, of
(Street Address) 129 N. 5th Street, City of Seward, State
of Nebraska, referred to as Releaser(s).

In consideration of being granted monies for restoration, modifications, or other physical changes to the property located at the above address, the Releaser(s), understands that they are solely responsible for providing their own contractors, paying their contractors, to assure that those contractors are fully insured and licensed, and have obtained all necessary permits in accordance with all pertinent regulations. The Releaser(s) waives, releases, discharges, and agrees to indemnify the City of Seward (or entities under the City's umbrella), for loss or damage, and claims or damages therefore, on account of any work that has been performed in accordance with City or State guidelines.

Releaser(s) agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and that if any portion of the agreement is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

Releaser's obligation and duties hereunder shall in no manner be limited or restricted by the maintaining of any insurance coverage related to the above referenced event.

This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and are not a mere recital.



Signature of Property Owner



Signature of Business owner (if applicable)

Nammad, LLC

Printed Name & Title of Property Owner

Greg Damman

Printed Name & Title of Business Owner

4/15/22

Date

4/15/22

Date

Attestation of U.S. Citizenship

For the purpose of complying with Neb.Rev.Stat. §§4-108 through 4-114, I attest as follows:

I am a citizen of the United States

-OR-

I am a qualified alien under the Federal Immigration and Nationality Act, my immigration status and alien number are as follows:

_____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States.

Printed Name:

Gregory C Damman
First Middle Last

Signature:



Date:

4/15/22

Binswanger

2740 N. 27th Street
Lincoln, NE 68521

Phone 402-467-2596
Fax 402-467-2598

TO: BLEVENS & DAMMAN
ATTN: GREG D.
RE: WINDOW AND DOOR REPLACEMENT
DATE: 3/29/2022

FURNISH AND INSTALL:

1 NEW ENTRY DOOR AND WINDOW ON THE FRONT OF THE BUILDING

SUM OF \$9,175.00

CLARIFICATIONS:

FRAMING TO BE KAWNEER 451T 2" X 4 ½" ALUMINUM FRAMING
FINISH TO BE #40 DARK BRONZE
DOOR TO BE 190 NARROW STILE DOOR
DOOR TO HAVE OFFSET PIVOTS
DOOR TO HAVE STANDARD MS LOCK WITH CYLINDER ON THE EXTERIOR
DOOR TO HAVE STANDARD PUSH/PULL HARDWARE
DOOR TO HAVE NORTON 1601 DOOR CLOSER
DOOR TO HAVE APPLIED DOOR SWEEP
DOOR TO HAVE CLEAR ¼" TEMPERED GLASS WITH MAIL SLOT
DOOR TO HAVE NEW APPLIED BREAK METAL AROUND THE PERIMETER
WINDOWS TO HAVE INTERNAL BRONZE MUNTINS
REMOVAL OF EXISTING GLASS BLOCK WINDOW INCLUDED
REMOVAL OF EXISTING DOOR AND BREAK METAL TRIM INCLUDED
NO CLEANING OR PROTECTION OF INSTALLED METAL AND GLASS
ALL INTERIOR FINISH REPAIRS AND TOUCH UPS ARE BY OTHERS
ALL WORK DONE DURING BINSWANGERS REGULAR BUSINESS HOURS

QUOTE IS GOOD FOR 60 DAYS

SUBMITTED BY:

ERIC COLE

BINSWANGER GLASS

Project Name: GREG DAMMAN

3/9/2022 10:20 AM

Frame Set Name: Frame Set 1

Frame Name: Frame 2

Metal Group: M451T CG/SS/OG STOPS UP

D/S: 1 Frame Type: Standard

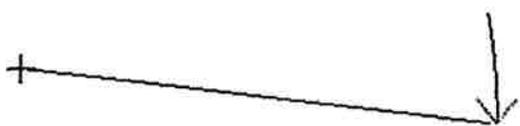
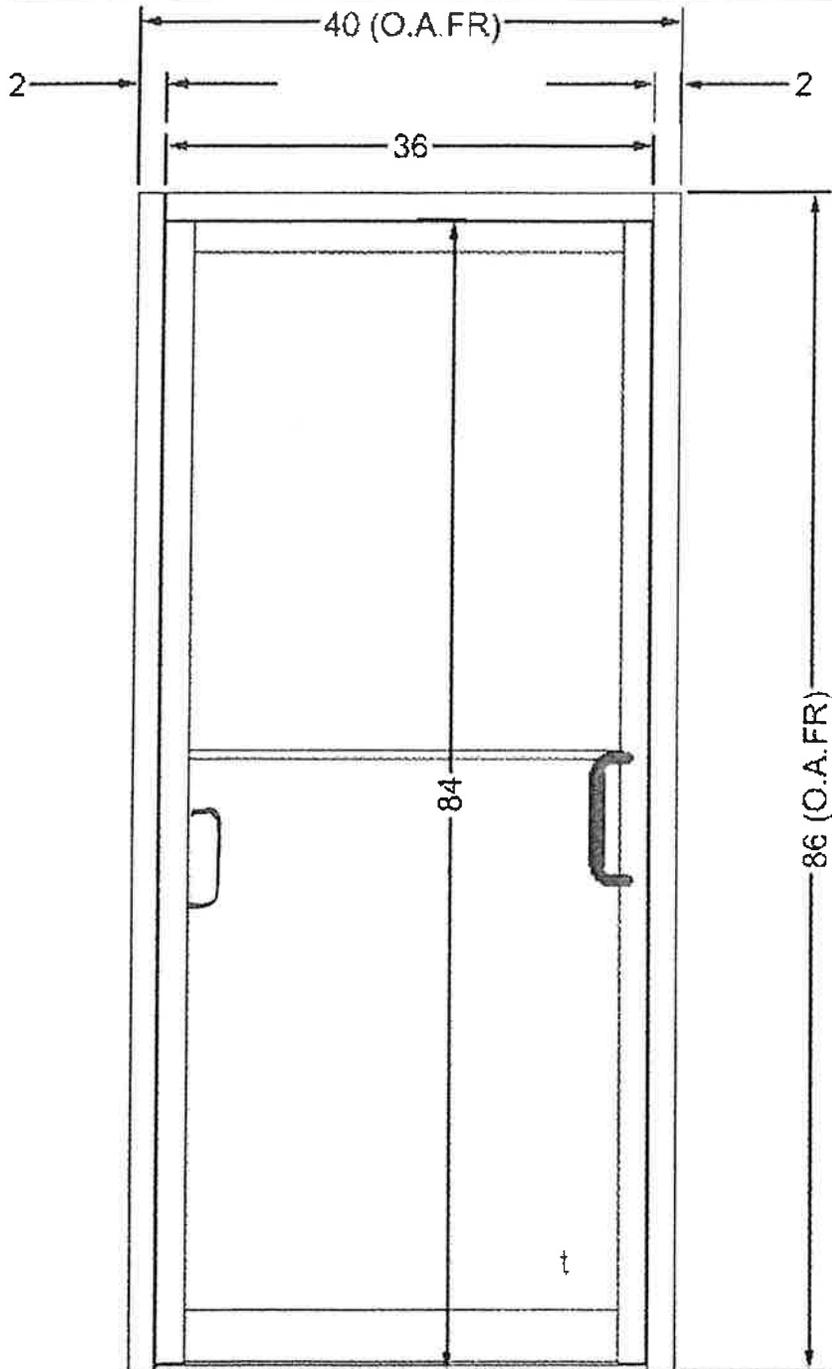
Required: 1 Panels: 1 Rows: 1

Frame Width: 40

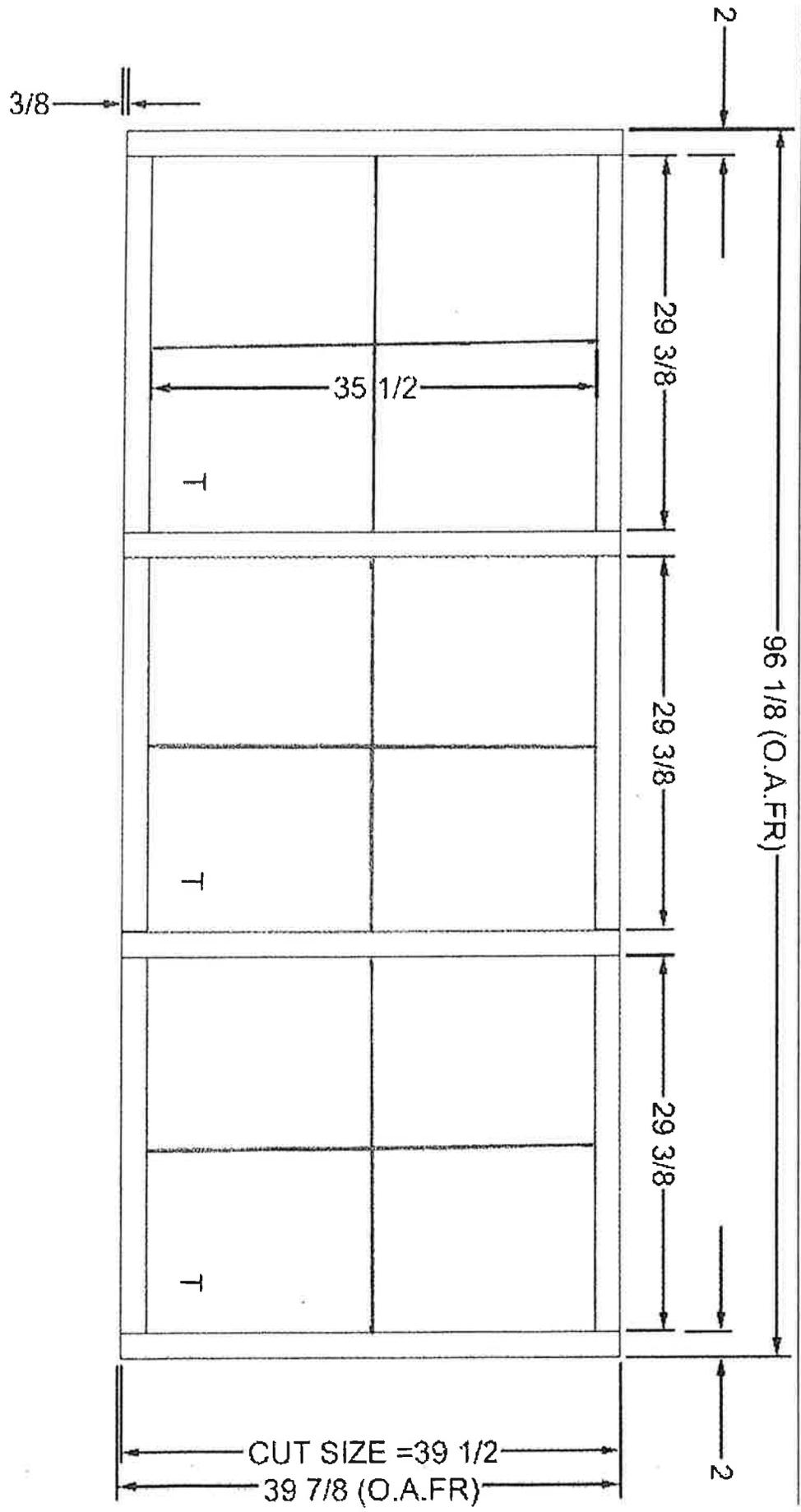
Frame Height: 86

Back Member Color: #40 DARK BRONZE : PERMANODIC

Face Member Color: #40 DARK BRONZE : PERMANODIC



Project Name: GREG DAMMAN
 Frame Set Name: Frame Set 1
 Metal Group: M451T CG/SS/OG STOPS UP
 Required: 1 Back Member Color: #40 DARK BRONZE : PERMANODIC
 Frame Name: Frame 1
 D/S: 1 Frame Type: Standard
 Face Member Color: #40 DARK BRONZE : PERMANODIC
 Panels: 3 Rows: 1
 Frame Width: 96 1/8 Frame Height: 39 7/8
 3/9/2022 10:23 AM



PROPOSAL BY

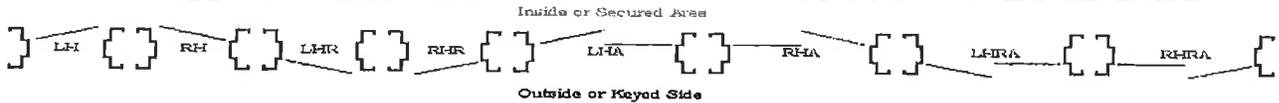


Date 3/8/2022

Hollow Metal Division
4770 "G" Street Omaha, Nebraska 68117-1489
Phone (402) 733-6440 Fax (402) 952-8010
E-mail: hmetal@omahadoor.com www.omahadoor.com

To : Blevens & Damman
Address : 129 N 5th po box 98
City : Seward
State : NE Zip : 68434

Attention : Greg Damman
Phone : 402-643-3639 Fax :
Email : gregdamman@windstream.net
Location :



quote to install (1) entrance and (1) window per attached drawing

- (1) Norton 1601 Closer with 690 Dark Bronze Finish
(1) Reese 967D 3' 0" Brush Sweep with Dark Bronze Finish
(1) Manko bronze narrow stile door with rim panic, electric strike, frame, mail slot, 1" bronze loe tempered
(1) Manko bronze storefront window with 1" bronze loe tempered
(20) Tubes of Caulk

* Install New Material
* No Keying Included (comes factory keyed)
No drywall, brick, electrical, security, floor, ceiling, or structural work included if applicable

Removal of existing material not included!

This includes Muntins (grid pattern in big window)

Total Installed
\$5,572.26

Tax Included

Leadtime on all installed orders 12-14 weeks after approval

Payment Due Upon Completion

Accepted
Quote Valid 30 Days (Must Sign & Return Copy)

Dan Shea - Cell: 402-680-7280
OMAHA DOOR & WINDOW CO., INC.

QUOTE # W80496

3/7/2022 3:43:52PM



3001 McKinley Avenue
Des Moines, IA 50321
Phone: 515-288-7427
Fax: 515-288-6968

Quote Date
3/7/2022

Page 1 of 4

Job Name : Blevens Opt 3
Quoted To : Dan

Billing Address:

Omaha Door & Window Co., Inc.
4770 G Street
Omaha NE 68117

Delivery Address:

Omaha Door & Window Co., Inc
4770 G Street
Omaha NE 68117

Phone: 402-733-6440
Fax: 402-952-8010

| Entered By | | Ship Via | Terms | | | Customer No. | Job Name | |
|------------|--|------------|---------------|----------------|------------------|----------------|---------------|---------------|
| Anthony S. | | Our Trucks | 2% 10, Net 30 | | | 00-8699 | Blevens Opt 3 | |
| Quantity | Description | Width | Height | #U/M Per PC | Price Per U/M | Price Per U | Total | Line Total |
| | Store Front Elevation | | | | | | | |
| 1 | 1 : ELEVATION A01- 1LTS WIDE, 1LTS HIGH 2450CG, Bronze | 40.00 | 86.00 | | | | | |
| | Standard Store Front Door | | | | | | | |
| 1 | Butt Hinge (Rim Panics) 100 Series, Bronze 100-2301R-2 : 3-0 x 7-0 RH | 36 | 84 | | | | | |
| 1 | 100-12170 : Add Butt Hinge | | | | | | | |
| 1 | 100-12212 : Sub 1" Glass Stops | | | | | | | |
| 1 | 100-20112 : Factory Doorlight Glazing | | | | | | | |
| 1 | 100-12203 : Sub 10" Bottom Rail (1223) | | | | | | | |
| | Standard Store Front Door Frame | | | | | | | |
| 1 | Butt Hinge (Rim Panics) Bronze 1450-2301R-2 : 3-0 x 7-0 RH 1450 | 40 | 86 | | | | | |
| 1 | 23-5002F-21 : Prep Frame for 4 1/2" x 4" Template Butt Hinge | | | | | | | |
| 1 | 23-5051F-21 : Add HES 9400 Electric Strike & Prep Frame | | | | | | | |
| | 1" Insulated Glass | | | | | | | |
| 1 | 1/4" Tinted Bronze Tempered 1/2" Tri-Seal Black Air Spacer 1/4" Soft Coat Low-E Clear SN-68 HT LE-T Tempered #3 DSE + PIB Sealant | 31 | 69 15/16 | | | | | |
| | Store Front Elevation | | | | | | | |
| 1 | 2 : ELEVATION A02- 1LTS WIDE, 1LTS HIGH 2450CG, Bronze | 96.00 | 40.00 | | | | | |
| | 1" Insulated Glass | | | | | | | |
| 1 | 1/4" Tinted Bronze Tempered 1/2" Black Air Spacer 1/4" Soft Coat Low-E Clear SN-68 HT LE-T Tempered #3 1/2" Dessicant DSE + PIB Sealant 5/8" Bronze Muntin Bars 2 Horiz Equally Spaced 3 Vert Equally Spaced | 92 5/8 | 36 1/8 | | | | | |

QUOTE # **W80496**

3/7/2022 3:43:52PM



MANKO
WINDOW SYSTEMS INC.

3001 McKinley Avenue
Des Moines, IA 50321
Phone: 515-288-7427
Fax: 515-288-6968

Quote Date
3/7/2022

Page 2 of 4

Job Name : Blevens Opt 3
Quoted To : Dan

Billing Address:

Omaha Door & Window Co., Inc.
4770 G Street
Omaha NE 68117

Delivery Address:

Omaha Door & Window Co., Inc.
4770 G Street
Omaha NE 68117

Phone: 402-733-6440
Fax: 402-952-8010

| Entered By | Ship Via | Terms | Customer No. | Job Name | | | | |
|------------|-------------|---------------|--------------|---------------|---------|-------|-------|-------|
| Anthony S. | Our Trucks | 2% 10, Net 30 | 00-8699 | Blevens Opt 3 | | | | |
| Quantity | Description | Width | Height | #U/M | Price | Price | Total | Line |
| | | | | Per PC | Per U/M | Per U | | Total |

Other Products & Services

1 IG Mail Slot

Glass Energy Surcharge - IG

- This project quotation is good if accepted within 30 days (subject to review and requote upon receipt of sizes and quantities not furnished prior to quote) of the date quoted. A letter of intent to purchase with a full take-off must be received within this period to secure the glass price and all material is shipped no later than 120 days after original purchase order.
- Add 4% per quarter thereafter for estimating purposes.
- Add current energy surcharge to above pricing for total amount unless noted above.
- Lead time determined at time of order and subject to availability of glass.
- All purchase orders must have quote number attached to receive quoted price. If no quote number is attached, standard pricing applies.
- All units quoted are triple sealed with black Tri-Seal SuperSpacer and black DSE Sealant (4-sided captured units).
- Add \$0.25 per sq. ft. for silicone seal (2-sided captured units or structural glazing).
- Add \$0.25 per sq. ft. for edge deletion on fourth surface spandrel (structural glazed spandrel).
- Add \$0.25 per sq. ft. for mill or black aluminum spacer.
- Add \$2.00 per sq. ft. for I-side offset to above tempered pricing.
- Add \$0.35 per sq. ft. for argon gas.(units with breather tubes and argon gas must keep breather tube at top of the unit at all times).
- Square foot minimums:
 - 1 sq. ft. for stock Vetrotech Fire Rated glass
 - 3 sq. ft. for insulated, tempered insulated, and single lite glass except below
 - 5 sq. ft. on all Softcoat Low E, Laminated, or Spandrel glass
- 300 sq. ft. minimum per release for Softcoat Low E, and/or jobsite delivery.
- Units with one dimension exceeding 130" or both dimensions exceeding 80" will have a 25% per sq. ft. additional charge.
- Units 50 sq. ft. and over (max. 60 sq. ft.) must be tempered and will have a 50% per sq. ft. additional charge and no warranty.
- For Spandrel units, add \$75.00 per release for setup charge. Spandrel glass must be glazed against a dark uniform background and not be visible from both sides.
- 2-sided captured or structural glazed IG units must have both lites HS/HS or T/T.
- Insulated units with an exterior tinted lite and an interior lite of Softcoat Low E require heat treatment to the exterior lite.
- Standard shape upcharges apply to all shapes.
- Manko standard 10 year warranty on all insulated units less than 50 sq. ft.
- Standard quote is for glass to be shipped loose lite on Manko trucks, shipping on steel racks are subject to availability and Buyer assumes full risk for racks. Buyer will be responsible for all damaged, stolen or lost racks. Racks not returned are subject to a \$750.00 per rack fee.
- For boxing, please check with factory for pricing.
- Delegated design requirements are excluded from this quote.
- Manko does not heat soak tempered glass.
- Manko standard glass terms of sale apply.
- Manko's standard terms and conditions in MANKO's latest storefront price book apply.
- For two and four sided structurally glazed silicone sealed units, Manko requires the use of a compatible silicone setting blocks for installation.
- The use of Portland Based Cement voids warranty on all Laminated Glass.

QUOTE # **W80496**

3/7/2022 3:43:52PM

Quote Date
3/7/2022

Page 4 of 4



3001 McKinley Avenue
Des Moines, IA 50321
Phone: 515-288-7427
Fax: 515-288-6968

Job Name : Blevens Opt 3
Quoted To : Dan

Billing Address:

Omaha Door & Window Co., Inc.
4770 G Street
Omaha NE 68117

Delivery Address:

Omaha Door & Window Co., Inc.
4770 G Street
Omaha NE 68117

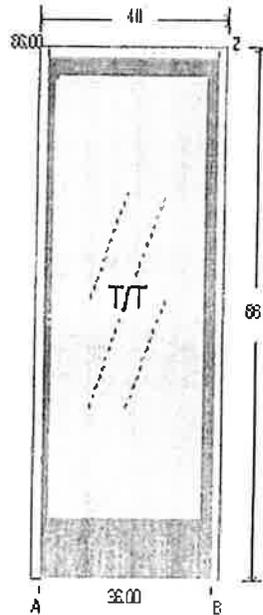
Phone: 402-733-6440
Fax: 402-952-8010

Elevation: A01

Qty: 1

Series: 2450CG

Finish: Bronze



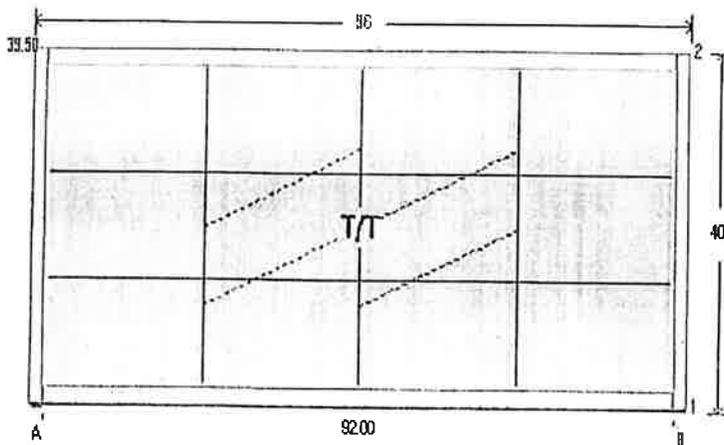
Door Series: 100
Frame Series: 1450

Elevation: A02

Qty: 1

Series: 2450CG

Finish: Bronze



Note: All the Horizontal Distances are from the top of Sills

PROPOSAL BY

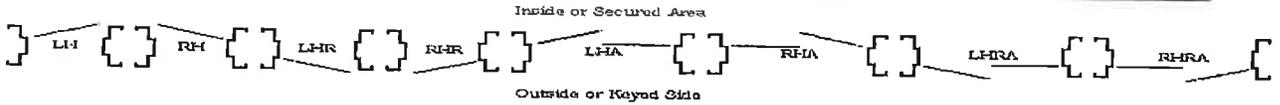


Date 3/8/2022

Hollow Metal Division
4770 "G" Street Omaha, Nebraska 68117-1489
Phone (402) 733-6440 Fax (402) 952-8010
E-mail: hmetal@omahadoor.com www.omahadoor.com

To: Blevens & Damman
Address: 129 N 5th po box 98
City: Seward
State: NE Zip: 68434

Attention: Greg Damman
Phone: 402-643-3639 Fax:
Email: gregdamman@windstream.net
Location:



quote to install (1) entrance and (1) window per attached drawing

- (1) Norton 1601 Closer with 690 Dark Bronze Finish
(1) Reese 967D 3' 0" Brush Sweep with Dark Bronze Finish
(1) Manko bronze narrow stile door with ms lock, push pull, frame, mail slot, 1" bronze loe tempered
(1) Manko bronze storefront window with 1" bronze loe tempered
(20) Tubes of Caulk

- * Install New Material
* No Keying Included (comes factory keyed)
No drywall, brick, electrical, security, floor, ceiling, or structural work included if applicable

Removal of existing material not included!

This is for just the deadbolt (ms lock with push pull)

Total Installed
\$4,552.00

Tax Included

Leadtime on all installed orders 12-14 weeks after approval

Payment Due Upon Completion

Accepted
Quote Valid 30 Days
(Must Sign & Return Copy)

Dan Shea - Cell: 402-680-7280
OMAHA DOOR & WINDOW CO., INC.

QUOTE # W80494

3/7/2022 2:32:59PM



MANKO
WINDOW SYSTEMS INC.

3001 McKinley Avenue
Des Moines, IA 50321
Phone: 515-288-7427
Fax: 515-288-6968

Quote Date
3/7/2022

Page 1 of 3

Job Name : Blevens
Quoted To : Dan

Billing Address:

Omaha Door & Window Co., Inc.
4770 G Street
Omaha NE 68117

Delivery Address:

Omaha Door & Window Co., Inc.
4770 G Street
Omaha NE 68117

Phone: 402-733-6440
Fax: 402-952-8010

| Entered By | Ship Via | Terms | | Customer No. | Job Name | | | |
|------------|-------------|---------------|--------|----------------|------------------|----------------|-------|---------------|
| Anthony S. | Our Trucks | 2% 10, Net 30 | | 00-8699 | Blevens | | | |
| Quantity | Description | Width | Height | #U/M Per PC | Price Per U/M | Price Per U | Total | Line Total |

| | | | | | | | | |
|---|---|-------|-------|--|--|--|--|--|
| 1 | Store Front Elevation 1 : ELEVATION A01- 1LTS WIDE, 1LTS HIGH 2450CG, Bronze | 40.00 | 86.00 | | | | | |
|---|---|-------|-------|--|--|--|--|--|

| | | | | | | | | |
|---|---|----|----|--|--|--|--|--|
| 1 | Standard Store Front Door Butt Hinge (Standard MS Locks) 100 Series, Bronze 100-2101R-2 : 3-0 x 7-0 RH | 36 | 84 | | | | | |
| 1 | 100-12076 : Add Butt Hinge | | | | | | | |
| 1 | 100-12124 : Sub 1" Glass Stops | | | | | | | |
| 1 | 100-20012 : Factory Doorlight Glazing | | | | | | | |
| 1 | 100-12115 : Sub 10" Bottom Rail (1223) | | | | | | | |

| | | | | | | | | |
|---|---|----|----|--|--|--|--|--|
| 1 | Standard Store Front Door Frame Butt Hinge (Standard MS Locks) Bronze 1450-2101R-2 : 3-0 x 7-0 RH 1450 | 40 | 86 | | | | | |
| 1 | 21-5002F-21 : Prep Frame for 4 1/2" x 4" Template Butt Hinge | | | | | | | |

| | | | | | | | | |
|---|---|----|----------|--|--|--|--|--|
| 1 | 1" Insulated Glass 1/4" Tinted Bronze Tempered 1/2" Tri-Seal Black Air Spacer 1/4" Soft Coat Low-E Clear SN-68 HT LE-T Tempered #3 DSE + PIB Sealant | 31 | 69 15/16 | | | | | |
|---|---|----|----------|--|--|--|--|--|

| | | | | | | | | |
|---|---|-------|-------|--|--|--|--|--|
| 1 | Store Front Elevation 2 : ELEVATION A02- 1LTS WIDE, 1LTS HIGH 2450CG, Bronze | 96.00 | 40.00 | | | | | |
|---|---|-------|-------|--|--|--|--|--|

| | | | | | | | | |
|---|---|--------|--------|--|--|--|--|--|
| 1 | 1" Insulated Glass 1/4" Tinted Bronze Tempered 1/2" Tri-Seal Black Air Spacer 1/4" Soft Coat Low-E Clear SN-68 HT LE-T Tempered #3 DSE + PIB Sealant | 92 5/8 | 36 1/8 | | | | | |
|---|---|--------|--------|--|--|--|--|--|

| | | | | | | | | |
|---|---|--|--|--|--|--|--|--|
| 1 | Other Products & Services IG Mail Slot | | | | | | | |
|---|---|--|--|--|--|--|--|--|

Glass Energy Surcharge - IG

QUOTE # **W80494**

3/7/2022 2:32:59PM



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WINDOW SYSTEMS INC.

3001 McKinley Avenue
Des Moines, IA 50321
Phone: 515-288-7427
Fax: 515-288-6968

Quote Date
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Page 3 of 3

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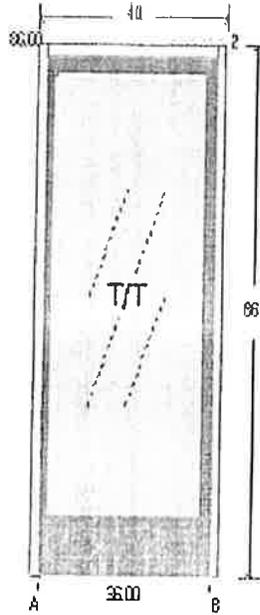
Phone: 402-733-6440
Fax: 402-952-8010

Elevation: A01

Qty: 1

Series: 2450CG

Finish: Bronze



Door Series: 100

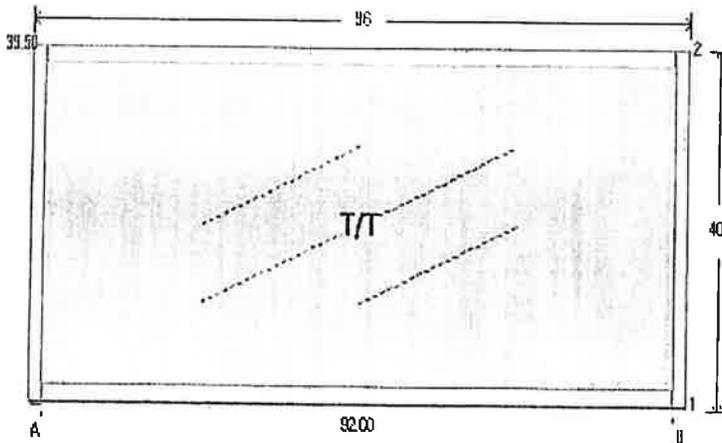
Frame Series: 1450

Elevation: A02

Qty: 1

Series: 2450CG

Finish: Bronze



Note: All the Horizontal Distances are from the top of Sill

PROPOSAL BY

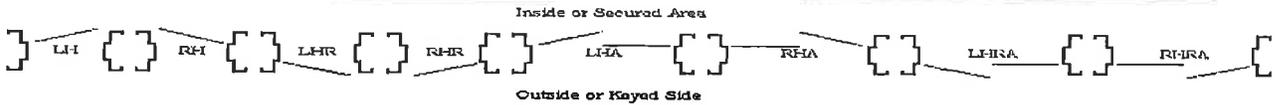


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State : NE Zip : 68434

Attention : Greg Damman
Phone : 402-643-3639 Fax : _____
Email : gregdamman@windstream.net
Location : _____



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- * Install New Material
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This includes Muntins (grid pattern in big window)

This is for just the deadbolt (ms lock with push pull)

Total Installed
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Tax Included

✓ **Leadtime on all installed orders 12-14 weeks after approval**

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Accepted _____
Quote Valid 30 Days (Must Sign & Return Copy)

Dan Shea - Cell: 402-680-7280
_____ OMAHA DOOR & WINDOW CO., INC.

QUOTE # **W80496**

3/7/2022 3:43:52PM

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Page 4 of 4



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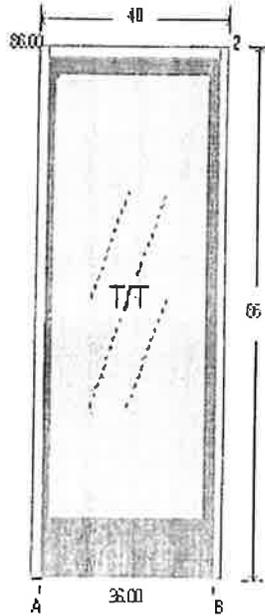
Omaha Door & Window Co., Inc.
4770 G Street
Omaha NE 68117

Elevation: A01

Qty: 1

Series: 2450CG

Finish: Bronze



Door Series: 100

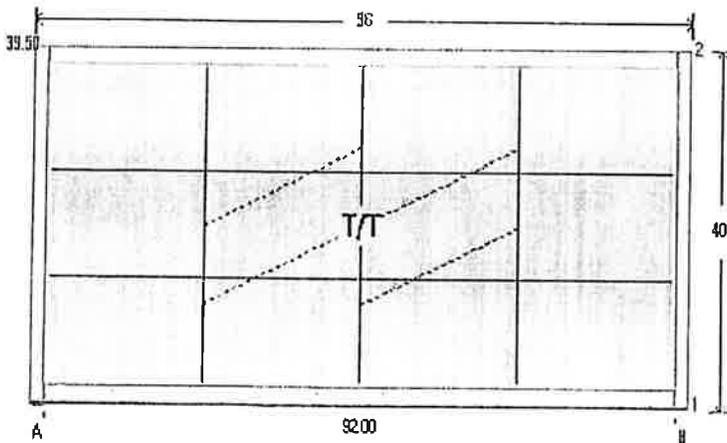
Frame Series: 1450

Elevation: A02

Qty: 1

Series: 2450CG

Finish: Bronze



Note: All the Horizontal Distances are from the top of Sill

gregdamman@windstream.net

From: Gary Grady Sr <allied12@cox.net>
Sent: Tuesday, March 1, 2022 8:14 AM
To: gregdamman@windstream.net
Subject: RE: standing seam awning

SORRY TOOK SO LONG
PRICES HAVE RISEN
HOPE IT DON'T TAKE TOO LONG TO GET YOUR APPROVAL
THEY WENT UP ABOUT 10%
I WILL CUT THAT IN HALF BUT PENDING ON
WHAT GAS IS GOING TO DO
3500.00 TOATL LET ME KNOW ASAP
GOOD LUCK
GARY SR.

From: gregdamman@windstream.net
Sent: Thursday, February 24, 2022 1:15 PM
To: 'Gary Grady Sr' <allied12@cox.net>
Subject: RE: standing seam awning

Hi Gary. Is this bid still good? If so, can you confirm that? If not, can you send an update? I will be applying for a grant from the City of Seward for this and need a current bid. Thanks.

Greg

From: Gary Grady Sr <allied12@cox.net>
Sent: Wednesday, March 31, 2021 8:29 AM
To: gregdamman@windstream.net
Subject: RE: standing seam awning

WITH THE 12 FT WIDE
3FT 6 INCH DROP
4 FT PROJ
THE STLYE IN WHICH YOU SELECTED
STEEL TUBING AND ELECTROSTATIC PAINTING OF FRAME
INSTALLED WITH ALL PRICE INCREASES
TOTAL TAX AND LABOR 3125.00
BESIDES THE STEEL
WAGE PRICES AND STEEL ROOF PRICES HAVE
BEEN EXORBITANT
STEEL IS ALSO GOING UP AGAIN IN MID APRIL
LET ME KNOW ASAP
THANKS GARY SR.

From: gregdamman@windstream.net
Sent: Tuesday, March 30, 2021 7:05 AM

To: 'Gary Grady Sr' <allied12@cox.net>
Subject: RE: standing seam awning

Yes, those are the specs.

From: Gary Grady Sr <allied12@cox.net>
Sent: Monday, March 29, 2021 5:55 PM
To: gregdamman@windstream.net
Subject: RE: standing seam awning

GREGG ITS BEEN A WHILE JUST WANT TO MAKE SURE OF ALL THE SIZES
WE HAD FIQURED 12FT WIDE 3FT 6 INCH DROP AND 4 FT PROJ
LET ME KNOW
THANKS GARY SR.

From: gregdamman@windstream.net
Sent: Monday, March 29, 2021 8:03 AM
To: 'Gary Grady Sr' <allied12@cox.net>
Subject: RE: standing seam awning

Yes, please update.

Greg

From: Gary Grady Sr <allied12@cox.net>
Sent: Saturday, March 27, 2021 10:46 AM
To: gregdamman@windstream.net
Subject: RE: standing seam awning

STILL AVAILABLE
BID DOES NEED UPDATING
IF YOU LIKE I WILL GO BACK OVER AND REVISE
THANKS GARY SR.

Gary Grady
Allied Awning & Siding Co.
6319 Ames Avenue
Omaha NE 68104
402-453-9443 (Office)
402-250-6857 (Cell)
402-453-9629 (Fax)

"We've Got You Covered"

From: gregdamman@windstream.net
Sent: Saturday, March 27, 2021 10:31 AM

To: 'Gary Grady Sr' <allied12@cox.net>
Subject: RE: standing seam awning

Hi Gary. Are you still available to do this?

Greg

From: Gary Grady Sr <allied12@cox.net>
Sent: Saturday, October 3, 2020 11:39 AM
To: 'Greg Damman' <gregdamman@windstream.net>
Subject: RE: standing seam awning

SORRY FOR THE DELAY
THE THICKER POST 1.5 INCH FRAME
WOULD ADD 225.00 TO THE TOTAL
THANKS GARY SR.

From: Greg Damman
Sent: Tuesday, September 29, 2020 9:39 AM
To: 'SUE GRADY' <allied12@cox.net>
Subject: RE: standing seam awning

Does the estimate need to be updated for this change?

Greg

From: SUE GRADY <allied12@cox.net>
Sent: Friday, September 25, 2020 12:21 PM
To: Greg Damman <gregdamman@windstream.net>
Subject: RE: standing seam awning

YES O PROBLEM
THANKS GARY SR.

On September 25, 2020 at 10:36 AM Greg Damman <gregdamman@windstream.net> wrote:

Can you do it like this so it's open on the sides?



-----Original Message-----

From: Gary Grady Sr <allied12@cox.net>

Sent: Wednesday, September 23, 2020 6:03 PM

To: 'Greg Damman' <gregdamman@windstream.net>

Subject: standing seam awning

HERE IS A PICTURE OF ONE WE DID THIS WAS SILVER STANDING SEAM LET ME KNOW WHAT YOU THINK
THANKS GARY SR.

Gary Grady

Allied Awning & Siding Co.

6319 Ames Avenue

Omaha NE 68104

402-453-9443 (Office)

402-250-6857 (Cell)

402-453-9629 (Fax)

"We've Got You Covered"



HEARTLAND
AWNING & DESIGN

14550 Grover Street
Omaha, NE 68144
402-330-9270
steve@heartlandawning.com

Date: 2-26-22
Proposal Submitted to:
Blevens & Damman
Street:
129 N 5th Street
City, State & Zip Code:
Seward, NE 68434
Contact Name & Phone:
Greg

Phone:
402-641-7482
Job Name:
One Standing Seam Metal Awning Rev1
Job Location:
Store Front
Seward, NE

We hereby submit specifications and estimates to deliver and install the following:

1 Units Shed Style Standing Seam Awning 42" drop x 48" projection x 20' wide

Metal Awning Scope of Work

- ✂ Weld the aluminum frameworks to provide a durable support frame for the standing seam panels.
 - Frame will be unpainted unless otherwise noted
 - Frame design to withstand area wind and snow
- ✂ Firestone 24 GA. panels (Dark Bronze or standard color of choice) will be attached to the frame to provide a durable cover.
 - Standard Firestone manufacturer's finish warranty
 - Awnings will have closed sides and open bottom
- ✂ Installation will be consistent with industry standards for finished exterior building surfaces.
 - Generally, awning frames will attach to existing brick features
 - Top flashing is not cut into the building
 - Shop drawings and submittals will be provided following receipt of written authorization to proceed

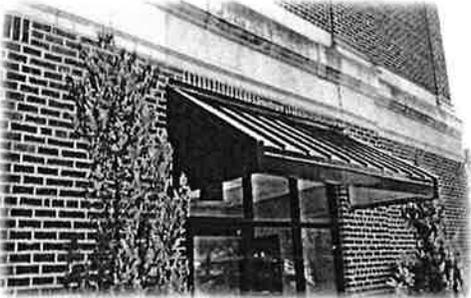


Figure 1 Example Awning Style

Estimated SSM Metal Awning Cost.....\$11,860*

*Pricing does not include sales tax, electrical work, project specific engineering, or permit fees and services if required. Half down is required to place the order.

Thank you for calling Heartland Awning. We look forward to working with you.

Discover the Difference.....Heartland Awning

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Unless otherwise stated above, permits will be the responsibility of the client. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Note: We may withdraw this proposal if not accepted within 30 days.

Authorized Signature: _____

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made upon completion of project, unless otherwise stated above.

Signature: _____ Date: _____

Estimate

for
Greg Damman
377 Wildwood, P.O. Box 377
Seward, NE 68434



GENERAC

SALES & SERVICE

P.O. Box 473, 1191 308th Rd
Seward, NE 68434
(402) 641-5729
www.reedelectricinc.com

Estimate No. 2844 Issued on Tue Mar 8, 2022

| Qty | Name | Description | Rate | Amount | Tax |
|-----|-------|-----------------------------|------|------------|----------------|
| 1 | Parts | Parts and labor for project | | \$1,385.00 | \$1,385.00 NON |

| | | |
|---|-----------------|------------|
| Exterior lights. Install 2 provided exterior lights on brick front. | tax | \$0.00 |
| Drill lines into existing outlets. Install wireless switches to provide dusk to dawn lighting. Switches will need wifi access to operate. | estimated total | \$1,385.00 |

Estimates are void 15 days after issue date due to fluctuating material prices.

THANK YOU

 for considering Nathan Reed Electric INC

(800) 375-3410

Available Now

Chat With Us

Are you a Pro?

My Account

Orders & Returns

Contact Us



LightingDirect.com

A Build.com Network Site



Cart

0

item

What are you shopping for?

Search

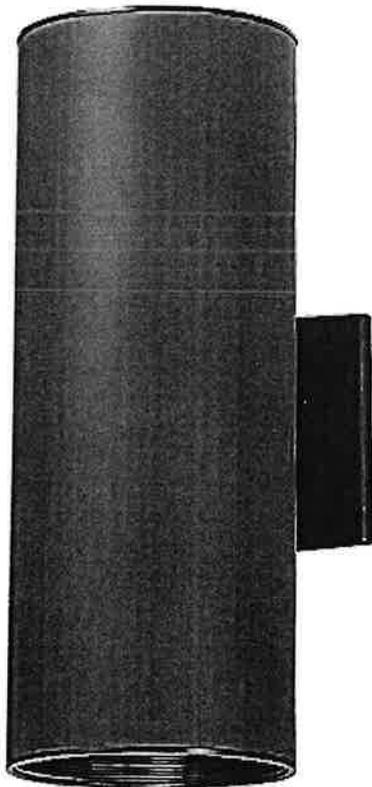
COVID-19 Update: Customer service wait times and delivery schedules may be impacted.

| | | | | | | | |
|---|---|---|---|--|---|---|---|
|  |  |  |  |  |  |  |  |
| Bathroom Lights | Chandeliers | Pendant Lights | Wall Lights | Ceiling Lights | Ceiling Fans | Lamps | Outdoor Light |
| Special Financing Available** | | Free Ground Shipping* | | No Restocking Fees | | Are you a PRO? Enroll Now | |

Home > Wall > Shop All Wall Sconces > Bronze Wall Sconces > Kichler 9246

Item # bci8

KICHLER.



Chat With Us!



hler
ylinder 2 Light 15" Tall Outdoor Wall Sconce

odel: **9246AZ**

n the Cylinder Collection

(46) — Write a Review

Kichler & Elan April Sale
Save on select Kichler & Elan Lighting
Offer Ends 04-20-2022

123.20

nish: Architectural Bronze



Architectural Bronze
\$123.20
2038 In Stock

Select



Black
\$123.20
1475 In Stock

Select

Brushed Aluminum
\$123.20
510 In Stock

Chat With Us!



Select



White
\$123.20
465 In Stock

Select

Light: 15"



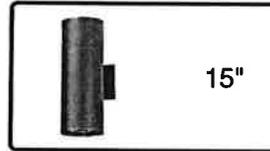
7"



8"



12"



15"

Free Shipping!

Delivered to 68434 by Wednesday, April 20th (Change Zip)

138 In Stock

- 1 +

Add to Cart

Compare

Buy Now, Special Financing Available!

On purchases of \$500 for 6 months, or \$1,000 for 12 months made with your Build.com Credit Card.¹

[Click Here for Details](#)

Chat With Us!



Langner Electric
PO BOX 6
Seward, NE 68434
402-643-6002

March 16, 2022

Blevens & Damman
Electrical estimate for front building lights

This estimate includes:

- 2 exterior LED light fixtures to shine light up and down on the building
- 1 photo cell to turn the lights on and off
- All material and labor
- State of Nebraska Electrical permit

TOTAL: \$2565.00

I reserve the right to change or alter this estimate as job conditions change or situations present themselves.

Respectfully

Mike Langner

gregdamman@windstream.net

From: Dolphens Signs <info@dolphensigns.com>
Sent: Thursday, April 14, 2022 11:16 AM
To: gregdamman@windstream.net
Subject: Re: Estimate for sign

Hi Greg!

Thanks for sending this over. A good estimate of cost for this sign would be \$1200. Please let me know if you have any questions or need anything else from me.

Thanks so much!

Katie Dolphens-Hatterman
Dolphens Design & Sign
5618 S. 77th Street | Ralston, NE 68127
P: 402.339.1336 | F: 402.537.4320
Office Hours: M-F, 8:30-4:30

Please schedule all pick up's ahead of time as there is not always someone in the office. Thank you!

www.dolphensigns.com
www.facebook.com/dolphensigns

On Wed, Apr 13, 2022 at 4:22 PM <gregdamman@windstream.net> wrote:

Hello. Thanks for discussing my possible sign project. We have a sign that we really like and would prefer to just have something similar to it made. Any design ideas to make it look good will be greatly appreciated.

I'm attaching a photo of our building. We are replacing the greenish/blue sign on the left with a bit larger sign to include the attorney's name that's on the white sign on the right. The white sign will then be removed. I believe the dimensions of the sign on the left are 33" wide by about 34" tall. We'd need to add about a foot to the height of the sign to add the other lawyer's name. Perhaps something like this:

Law Office

129 N. 5th Street

Blevens & Damman

Wythers Law

I believe the current sign is an HDU type of material.

As I mentioned, I procrastinated on this and am bumping up against a deadline to submit a grant application on Friday morning, so a quick turnaround with a very general cost estimate would be greatly appreciated.

Thank you!

Greg

Gregory C. Damman

BLEVENS & DAMMAN

Attorneys at Law

129 N. 5th Street

P.O. Box 98

Seward, NE 68434

Tel/402. 643.3639

Fax/402.643.6753

www.blevensdamman.com



TheSignChef.com

1.800.899.6272

7360 Cross County Rd
N. Charleston, SC 29418-8473

Prepared For

Contact: Greg Damman

Organization: Greg Damman

Quote Status: Active

Representative: Crystal Thompson

Email: crystal@thesignchef.com

Quote 126259

Date: 4/15/22



Item #237251:
Custom Shape

Quantity: 1
Price Each: \$0.00
Item Total: \$0.00



*** CLICK IMAGE TO ENLARGE ***

Description:

40" x 56" x 1.5" Single-sided Carved and Painted HDU

- Dimensionally Carved and Painted in Color
- Choice of Smooth or Sandblast Texture Lowered Background
- Includes Z Clips for Exterior Brick Wall Mounting
- Includes standard freight delivery

Single-Sided 40" H x 56" W 1 1/2 Inch HDU

Durability: Premium Finish - Triple Coated Enamel

Quantity: 1
Price Each: \$2,359.11
Item Total: \$2,359.11

6. Routine Update of the Following Job Description: Water/Wastewater Director - HR Director Bargmann



Job Title: Water/Wastewater Director
Department: Water / Wastewater
FLSA Status: Exempt, Salaried, Full Time
Revised Date: 5/3/2022 (Council Approval)

Accountability

Under the direction of the City Administrator.

Job Summary

Performs administrative and technical work in the supervision, operation, maintenance, improvement of and technical control of the sewer collection system, lift stations, wastewater treatment plant, bio solids application, well fields, transmission mains, Reverse Osmosis (RO) treatment plant, water towers, water distribution system, fire system, and water metering system.

Essential Job Functions

Plans, assigns, and coordinates subordinate personnel involved in all phases of operating and maintaining the water system, municipal pool system, and wastewater facility and sewer system; understands and advises subordinates on operational requirements to operate all water and wastewater facilities; develops and monitors employee technical skills and proficiency training and safety programs, and ensures staff possesses required compliance with certifications/permits to operate the water and wastewater facility, including filing and the recording of data; monitors and evaluates employee performance; coordinates projects with other City departments, government agencies, engineers and hired City contractors; resolves client and general public complaints; maintains compliance with local, state, and federal regulations, including submission of reports; manages and participates in the development and administration of the department budget and Capital Improvement Program (CIP); forecasts funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; coordinates start up and shut down of Municipal Swimming Pool operations and repairs; represents the City at various meetings, conferences, seminars, and classes; performs related work as required.

Additional Duties and Responsibilities

Operates the SCADA system; performs additional support for other City departments as requested.

Knowledge, Abilities and Skills

Thorough knowledge and experience of operations control in both the Water and Wastewater field for operational control, as well as maintenance repairs and design; thorough understanding of the sanitary collection system, water distribution system, pumping stations, preventative maintenance of systems, well field operations, chemical injection, water treatment, wastewater treatment, lab/sampling requirements, record keeping, state/federal regulations, necessary safety precautions for operations and personnel; thorough knowledge of computers and computer applications for process control; good oral and written communication skills to effectively communicate on a daily basis with the public, employees, and other City departments; high degree of organization skills to effectively administer departmental objectives; general understanding of accounting, budget, and cost analysis process; thorough knowledge of equipment, vehicles, material, policies, practices, and regulations related to systems operation; ability to plan, coordinate, assign, delegate, supervise, manage, and evaluate the work of subordinate personnel; ability to mentor, coach and discipline employees in coordination with the HR Director; ability to establish and maintain effective working relationships with City officials, employees, contractors, and the general public. Ability to work in adverse-weather conditions while performing necessary services; ability to lift up to 50 lbs.; carries, pushes and pulls a variety of tools, equipment and materials; ability to stand, walk, climb, balance, stoop, kneel, sit, reach, bend, crouch for varying periods of time; works in areas of strong and sometimes offensive odors; works evenings/weekends as needed.

Education and Experience

Graduation from high school or equivalent. Considerable experience—at least five (5) years total, including at least two (2) years in a supervisory role—in the management of wastewater treatment systems, and water treatment systems, water distribution systems, sewer collection systems, system maintenance, or any combination of training and experience which provides the desirable skills, knowledge, and abilities to supervise and delegate tasks for all operations; or Bachelor's Degree from an accredited four-year college or university with major course work related to water and wastewater treatment, environmental, or sanitary engineering with at least one (1) year of related work experience; or any equivalent combination of training and experience which provides the desirable skills, knowledge, and abilities deemed to be sufficient for the position.

Special Requirements

Possession of a valid driver's license; possession of a Nebraska Class IV Wastewater Treatment Plant Operator Certification or the ability to obtain such certification within the first twelve (12) months of appointment and meet the standards of the Association of Boards of Certification Education and Experience Requirement. Possession of a Nebraska Class II Water Plant Operator Certification or equivalent or the ability to obtain such certification within the first twelve (12) months of appointment; must live within 30-minute response time to City limits.

Note: *The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this classification. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This job description may be changed or updated at any time without notice.*

DRAFT

WATER/WASTEWATER DIRECTOR (Salaried - Exempt)

ACCOUNTABILITY: Under the direction of the City Administrator.

~~NATURE OF WORK~~ **JOB SUMMARY:** Responsible for ~~Performs~~ administrative and technical work in the supervision, operation, maintenance, improvement of and technical control of the sewer collection system, lift stations, wastewater treatment plant, bio solids application, well fields, transmission mains, Reverse Osmosis (RO) treatment plant, water towers, water distribution system, fire system, and water metering system. ~~wastewater pumping, treatment, effluent reuse, pollution control, solids handling, and residual utilization facilities, as well as the water plant treatment and distribution systems.~~ Work involves administrative Responsible for the establishment of Establishes specific standards and procedures to accomplish maximum efficiency of the facilities. Work ~~Requires professional and technical knowledge of all phases of wastewater pumping, treatment, and pollution control for all facilities.~~ Work ~~An employee of this classification is Responsible for Coordinates, plans, and inspects the complete Ensures operation and maintenance of the facilities in order to ensure compliance with state and federal regulations. Assists with coordinating the Municipal Swimming Pool maintenance and operations. during the appropriate season. Supervision is over group of technical, skilled, and semi-skilled subordinates.~~

~~EXAMPLES OF WORK PERFORMED~~ **ESSENTIAL DUTIES AND RESPONSIBILITIES:** Plans, assigns, and coordinates subordinate, and supervises skilled and semi-skilled the work of subordinate supervisory personnel involved in all phases of operating and maintaining the water system, municipal pool system, and wastewater facility and sewer system; Understands and advises subordinates on operational requirements to operate all water and wastewater facilities; pumping, treatment, and distribution systems, as well as the preventative maintenance of such facilities. Develops develops and monitors employee technical skills and proficiency training and safety programs, and ensures staff possesses required compliance with certifications/permits to operate the water and wastewater facility, including filing and the recording of data; monitors and evaluates employee performance and assists with correcting any employee deficiencies.; Operates the SCADA system to monitor the overall system operation. ~~Coordinates projects with other City departments, government agencies, engineers and private-hired City contractors and industries; answers questions and complaints from the resolves client and general public complaints; maintains compliance with local, state, and federal regulations, including submission of reports; reviews and provides input on proposed and existing city ordinances, state laws, and federal laws. Supervises and participates in the preparation of operation, cost, and technical reports of all assigned facility operations. ; manages and participates in the development and administration of the department budget and Capital Improvement Program (CIP); forecasts funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; Prepares, recommends, and assists in the preparation of annual capital improvements program and annual budget; coordinates start up and shut down of Municipal Swimming Pool operations and repairs; represents the City at various meetings, conferences, seminars, and classes; performs requested and related work as required.~~

DESIRABLE KNOWLEDGE, ABILITIES AND SKILLS: Thorough knowledge and experience of operations control in both the Water and Wastewater field for operational control, as well as maintenance repairs and design; thorough understanding of the sanitary collection system, water distribution system, pumping stations, preventative maintenance of systems, well field operations, chemical injection, water treatment, wastewater treatment, lab/sampling requirements,

~~record keeping, state/federal regulations, necessary safety precautions for operations and personnel; of the operating processes and practices involved in the operation, control, and maintenance of an advanced wastewater pumping and treatment facilities. thorough knowledge of computers and computer applications for treatment of process control; , maintenance, database, and related records keeping systems. Considerable knowledge of electronic and computerized supervisory control and data acquisition systems. Considerable knowledge of the sources of applicable technical information and the ability to use such information effectively. Considerable knowledge of local, state, and federal regulations and regulatory agencies applicable to the operation and maintenance of water treatment and distribution facilities and systems. Ability to interpret and apply rules, regulations, and policies and to make decisions in accordance with established precedents. Ability to analyze administrative and technical problems and situations and to present appropriate facts and recommendations concisely in written or oral form. good oral and written communication skills to effectively communicate on a daily basis with the public, employees, and other City departments; high degree of organization skills to effectively administer departmental objectives; general understanding of accounting, budget, and cost analysis process; thorough knowledge of equipment, vehicles, material, policies, practices, and regulations related to systems operation; Ability to plan, coordinate, assign, delegate, supervise, manage, and evaluate the work of subordinate personnel;—ability to mentor, coach and discipline employees in coordination with the HR Director; Ability to maintain accurate records and prepare clear and comprehensive written technical and administrative reports. Ability to establish and maintain effective working relationships with City officials, and employees, contractors, and the general public. Ability to communicate effectively both orally and in writing.~~

~~DESIRABLE TRAINING AND EXPERIENCE: Graduation from an accredited four-year college or university with major course work in civil, mechanical, chemical, environmental or sanitary engineering, plus considerable management and administrative experience in the operation wastewater pumping and treatment facilities or water treatment and distribution systems.~~

~~MINIMUM QUALIFICATIONS: Graduation from high school or equivalent. Considerable experience—at least five (5) years total, including at least two (2) years in a supervisory role—in the supervision and/or management of wastewater treatment systems, and water treatment systems, water distribution systems, sewer collection systems, system maintenance, or any combination of training and experience which provides the desirable skills, knowledge, and abilities to supervise and delegate tasks for all operations; or Bachelor's DegreeeGraduate from an accredited four-year college or university with major course work related to water and wastewater treatment, environmental, or sanitary engineering. in civil, mechanical, chemical, environmental, or sanitary engineering plus considerable experience in the supervision and/or management of wastewater pumping and treatment systems and collection systems or water treatment and distribution systems; or any equivalent combination of training and experience which provides the desirable skills, knowledge, and abilities deemed to be sufficient for the position.-~~

~~DESIRABLE SPECIAL QUALIFICATIONS:— Registration as a Professional Engineer by the State of Nebraska.~~

~~NECESSARY SPECIAL REQUIREMENTS: Possession of a valid driver's license; pPossession of a Nebraska Class IV Wastewater Treatment Plant Operator Certification or equivalent; or the ability to obtain such certification within the first six (6) twelve (12) months of appointment and meet the standards of the Association of Boards of Certification Education and Experience Requirement—. Possession of a Nebraska Class II Water Plant~~

Operator Certification or equivalent; or the ability to obtain such certification within the first ~~six (6)~~ twelve (12) months of appointment. ~~Possession of a valid Nebraska driver's license and CDL License is necessary for the satisfactory performance of assigned duties; must live within 30 minute response time from residence to work site.~~

PHYSICAL REQUIREMENTS: Ability to work in ~~inclement adverse~~ weather conditions while performing necessary services; ability to lift up to 50 lbs.; carries, pushes and pulls a variety of tools, equipment and materials; stands, walks, climbs, balances, stoops, kneels, sits, reaches, bends, crouches varying periods of time; works in areas of strong and sometimes offensive odors; works evenings/weekends as needed. ~~ability to operate hand and power tools; ability to work in confined areas and near bodies of water; ability to climb ladders; ability to lift, carry, push and pull heavy equipment and tools.~~

August 2005

DRAFT

7. Acceptance of a 2022 Site Readiness Assistance Program Grant from the Nebraska Public Power District for Phase 1 Environmental Study at the Seward Rail Campus and Authorization to Provide Grant Match - City Administrator Butcher

2022 Site Readiness Assistance Program

Acceptance of Award Form

Date: May 4, 2022

Applicant: City of Seward

Site Name: Seward Rail Yard

Award Amount: \$3,000

Items to Complete:

_____ **Accept** the award in the amount of \$3,000 from 2022 NPPD's Site Readiness Program.

_____ **Decline** the award in the amount of \$3,000 from 2022 NPPD's Site Readiness Program.

Signature

Date

Please execute and return this form by mail or email by May 25th, 2022 at 5 p.m. CDT to:

Austin Hamm
Nebraska Public Power District
204 E Hynes Avenue
O'Neill, NE 68763

Reminder

Specific Agreement Reminders

Upon completion of the work, a final report as well as an invoice outlining all costs will be required detailing the work that has been completed and must be submitted **by 5:00 p.m. CDT on November 30, 2022** for review and reimbursement.



Nebraska Public Power District

"Always there when you need us"

Dear Derek,

Thank you for submitting an application for NPPD's Site Readiness Assistance Program for the **Seward Rail Campus**. We are pleased to inform you that you have been selected to receive **\$3,000** to be used for a Phase 1 Environmental Study. As mentioned in the initial application, you will be expected to match NPPD's contributions with a minimum of **\$3,000** toward the completion of the work. In addition, we will need proof of a signed agreement with an engineering firm to complete the work by November 18, 2022. The signed agreement must include the name and contact information for the firm that will be completing the work, a detailed description of the scope of the work, and the total cost to complete the work. **Please return the signed agreement to Austin Hamm by June 17, 2022 at 5:00 p.m. CDT.**

Upon completion of the work, a final report as well as an invoice outlining all costs will be required detailing the work that has been completed and must be submitted by 5:00 p.m. CDT on November 18, 2022 for review and reimbursement. The final report should include the following:

- Evidence of completed Phase 1 Environmental Study

To accept the award of \$3,000, please complete the enclosed Acceptance of Award Form. Please return the executed form to me by May 25, 2022 at 5 p.m. CDT.

Congratulations again on having your site selected for the Site Readiness Assistance program. We look forward to working with you in the future to market your site and recruit additional business to your community.

Sincerely,

Nicole Sedlacek
Economic Development Manager

GENERAL OFFICE

1414 15th Street / P.O. Box 499 / Columbus, NE 68602-0499
Telephone: (402) 564-8561 / Fax: (402) 563-5527
<http://www.nppd.com>

8. Consideration of an Agreement with B' Sweet Freeze to Operate a Concession Stand at the Dowding Municipal Pool - City Administrator Butcher

AGREEMENT TO OPERATE CONCESSION STAND

THIS AGREEMENT is made this ___ day of May, 2022 by and between the CITY OF SEWARD, NEBRASKA a municipal corporation (“CITY”) and MEGAN BOGGS, doing business as B’S SWEET FREEZE LLC, (“TENANT”), and

WITNESSETH:

WHEREAS, CITY owns a concession stand at the Dowding Municipal Pool located at 167 North 14th Street, Seward, NE 68434, and

WHEREAS, CITY desires to have the Dowding Municipal Pool stand operated for the sale of food, candy and beverages to users of the Dowding Municipal Pool; and

WHEREAS, TENANT desires to operate the concession stand at the Dowding Municipal Pool for the 2022 pool season.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. CITY hereby awards to TENANT, and TENANT hereby accepts, a revocable license to operate the Dowding Municipal Pool concession stand for the 2022 pool season.
2. TENANT shall install and equip, at no expense to CITY, all of the equipment necessary for the operation of the concession stand for the sale of food, candy, beverages, and other consumables. No popcorn will be sold at the concession stand.
3. TENANT agrees that the equipment to be installed, as well as the items to be served and the prices to be charged shall be subject to the approval of the Parks and Recreation Director of CITY, who shall make such approval in writing. TENANT shall have the option to develop package pricing for parties and special events to partner with the Dowding Pool offerings, subject to the approval of the Parks and Recreation Director of CITY. The Parks and Recreation Director may also require that a price list be posted for the benefit of the public in such a place on the premises as may be designated by him. It is further agreed that TENANT shall retain the ownership to all items of equipment installed in the concession stand and reserves the right to remove the same at the termination of this Agreement, provided that the concession stand is left in its original condition, reasonable wear and tear excepted.
4. Except as otherwise provided herein, upon termination of this Agreement, all permanent improvements made and fixtures installed by CITY or TENANT to the concession stand shall be the property of CITY,

and CITY shall be in no way liable to TENANT for the cost of any of the improvements or fixtures.

5. TENANT shall pay CITY the sum of NINE HUNDRED AND 00/100 DOLLARS (\$900.00) to CITY by August 31st of each year of operation.

6. The term of this Agreement shall be from the date of this Agreement to the end of the 2022 pool season as determined by the CITY and provided that both CITY and TENANT shall have the right to terminate this Agreement without cause and without penalty upon thirty (30) days' written notice to the other party, with all annual payments due that season paid in full.

7. CITY reserves the right to cancel this Agreement for violation of any of the terms hereof, or any violation of any law or ordinance, provided, however, that ten (10) days' written notice shall be given the TENANT to correct the condition prior to the cancellation. Failure to correct a violation within ten (10) days after notice shall result in automatic termination without any further notice.

8. TENANT shall pay all of the concession stand bills within ten (10) days after the due date thereof.

9. No merchandise sold by the TENANT shall be given to the customers in glass bottles, and no vending machine shall be permitted on the premises without the written approval of the Parks and Recreation Director.

10. The area in which the concession stand is located, including the building and the equipment used therein, shall be maintained by TENANT in a safe, neat, clean, and orderly condition in accordance with the instructions of the Parks and Recreation Director and meet with his approval. The disposal of papers, towels, and other burnable goods plus food scraps will be the responsibility of the TENANT.

11. CITY agrees to pay all utility expenses incurred in connection with the operation of the concession stand, including water, sewer, garbage and electricity.

12. TENANT shall not sell, lease, assign or sublet any rights under this Agreement without the advance permission in writing of CITY.

13. TENANT shall defend, indemnify, save and hold harmless CITY, its officers, agents and employees, from any claims or lawsuits arising out of injury to, or death of, any person or damage to any property caused by or alleged to have been caused by any negligent act or omission of TENANT, its officers, agents, employees, volunteers, assignees, lessors or subcontractors, in carrying out the terms of this Agreement.

14. TENANT, at its sole expense, shall maintain in full force and effect throughout the term of this Agreement the following described insurance coverage, insuring not only TENANT, its officers, agents,

employees, volunteers, assignees, lessees and subcontractors, if any, but also, with the exception of Workers' Compensation, CITY, its officers, agents and employees:

15. A certificate of such insurance evidencing such coverage shall be filed by TENANT concurrently with the execution of this Agreement in a form satisfactory to the City Administrator for the CITY naming the CITY as an additional insured.

16. TENANT shall be available and shall the concession stand in operation at all times during the operating hours as specified by the Parks and Recreation Director.

17. TENANT shall install and maintain an adequate set of bookkeeping records from which statements of profit and loss and a balance sheet can be readily prepared and agrees to make the books available to CITY for examination upon request for the purposes of calculating payments under this Agreement. TENANT shall maintain a record for all items sold and the original invoices for all goods purchased during the term of this Agreement, and make such available to CITY for its inspection.

18. TENANT shall obtain at its own expense any and all permits and licenses that may be required by law or ordinance in the conduct of the concession and shall pay any and all taxes that may be assessed against it for whatever purposes in the operation of the concession. TENANT shall contact and meet with and obtain the consent of the State of Nebraska Health Department before and during the operation of the concession stand.

19. No alcoholic beverages shall be consumed at or sold at the concession stand.

20. TENANT shall make no alterations, additions, or changes, to any portion of the concession stand or to any CITY equipment without first securing in writing the approval of the Parks and Recreation Director of CITY to such alteration, addition or change. Any such alterations, additions or changes, if approved, shall be made at the expense of the TENANT.

21. This Agreement constitutes the whole and integrated understanding of the parties hereto. It may be amended only in writing.

22. Notices to the parties shall be sent by first-class United States mail, postage prepaid, or delivered to the following addresses:

TENANT:
Megan Boggs
125 N. 2nd Street
Seward, NE 68434

CITY OF SEWARD:

Greg Butcher
City Administrator
537 Main Street
Seward, NE 68434

Either party may change the address for notification by sending the other party notice of such change.

THIS AGREEMENT TO OPERATE CONCESSION STAND is entered into effective as of the ____ day of May, 2022.

TENANT

By: Megan Boggs

CITY OF SEWARD

By: Joshua Eickmeier, Mayor

STATE OF NEBRASKA)

) ss.

COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of May, 2022, by Megan Boggs.

Notary Public

STATE OF NEBRASKA)

) ss.

COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of May, 2022, by Joshua Eickmeier, Mayor of the City of Seward, a Nebraska municipal corporation, on behalf of said corporation.

Notary Public

CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 5/17/22

- Monitoring a number of street projects Waverly Road (seeding and painting), design work on East Seward, East Hillcrest, Plum Creek Bridge on Hillcrest.
- Working on finalizing grants for Petsource/Rail Campus – EOP.
- Assisting City Attorney with a number of real estate items and related matters.
- Final questions from citizens on wellness center vote.
- Held CRA Committee meeting on 5/11/22 to review Ironhide Project #2 TIF application.
- Attended Civic Center Commission meeting on 5/9/22 to assist with a number of items and issues.
- Reviewed a number of floodplain permits.
- Continued review of a cemetery monument placement dispute and advised parties involved.
- Assisted City Clerk/HR Director with deduction authorization requirements for City staff.
- Met with City Clerk to work on updates to Employee Handbook.
- Worked on ROW fee items related to ALLO implementation.
- Met with all department heads and City Finance Director Nick Wolf to review initial budgets for the 2022-2023 FY.
- Met with Sheriff Vance to discuss drug interdiction program.
- Attended the Seward Elementary School playground open house on behalf of the City.
- Onboarded new utility locator hire, position paid by 1/3 electric fund, 1/3 water fund, 1/3 wastewater fund.

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

Police Department

- PO-I position to be reposted on Monday.
- Suicide Prevention Coalition, Tuesday at the Library.
- Officer Phillips continues basic training at NLETC.

City Clerk/Human Resources/City Hall

- Police Officer Vacancy closes May 31st, testing week of June 6th.
- Employee Personnel Handbook Meeting in May regarding Sec 2-3 for changes.
- Working on updating job descriptions with Department Heads.
- Follow up with USDA about enrollment of new tenants.
- Derek and Mindy completed the ICS-100 this week for NIMS.

Water/Wastewater Department

- Install lifeguard stand at pool.
- Back flush filters at pool and start up filter system.
- Finish hooking up chemical injection system at pool.
- Clean all clarifiers and channels at wastewater treatment plant.
- Go over details with Sargent drilling on bid.
- Total spring cleanup on everything at RO plant.

Parks and Rec/Cemetery/Golf/Pool

- Softball tournament at 4-plex Saturday and Sunday.
- GPAC baseball tournament.
- Filling pool and adding chemicals.
- Getting fields ready for weekly games.
- Mowing and spraying weeds.

Civic Center

- Meetings as usual, Commission meeting held on May 9, 2022.

- Looking at options on the display sign which has met its useful life and does not work.

Electric Department

- Set pole and anchor, trench in conduit south of municipal building.
- Pull old poles and backfill.
- Set transformer and terminate wire at water tower sub.
- Work on Tenneco Project.
- Temp service at Petsource.

Street Department

- Work on 1st Street and Hillcrest weather permitting.
- Work on downtown sidewalk Hwy 15 and Seward.
- Spring sweeping.
- Mow right of way.

Library

- Weeding preparation/lists made.
- ARPA final reports and CE cost reimbursement report to NLC.
- Closed to walk-in traffic all week for shelving installation in children's area.

Building Inspection/Planning Department

- At the May PC Meeting they discussed the Storm Water Ordinance, special use permit for the Felhafer property (Allo).
- There will be a Special PC Meeting on May 17th about the Ironhide TIF.
- The Board of Adjustment Meeting changed from May 26th to June 23rd. This pertains to a variance between Glawatz/Tipper.
- DTR inspections.
- Staking out the borrow pit for Petsource and Hartman.
- The house at 324 N 10 Street is going to be demolished once all the services have been abandoned.

Engineering

- City Code and ULDO updates – Chap 337 and 401-41.4 stormwater management.
- Wastewater biosolids reports.
- Identify missing Water/Wastewater elements from GIS updates.
- Set stakes to define excavation, Borrow Pit Agreement, map of Petsource laydown areas (to John Heath) for the Seward Rail Campus.
- Complete SRF funding application, review and comment on 90% of plans for the Water Tower.

Finance Dept.

- Initial Budget Meetings (Tuesday – Thursday).
- Bond pay transfers.
- Sinking fund transfers.
- Renew CPA license (June 30th).

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE
ACTION
ANNOUNCEMENT OF UPCOMING EVENTS
MOTION TO ADJOURN**

I, Derek Bargmann, the duly appointed qualified and acting City Clerk of the City of Seward, Nebraska, hereby certify that the foregoing Notice of Meeting and Agenda for such meeting has been posted in the following places: Seward City Hall, Seward Municipal Building, Seward County Courthouse, Seward Memorial Library and CityofSewardNE.gov

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City.

Derek Bargmann, City Clerk

Date