



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

Tuesday, April 7, 2026

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, April 7, 2026, in the Council Chambers, 142 N 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting. City financial claims and related invoices will be available for Council member review, audit, and voluntary signatures at the meeting location beginning 30 minutes prior to the scheduled meeting time.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

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

ROLL CALL

CONSENT AGENDA

1. Claims & Payables Reports

CLAIMS LIST

4/7/2026

COUNCIL MEETING

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

4Under/All Star Pro Golf	MH	45.50
ADE	RE	680.00
All Road Barricades Inc	SU	326.35
Allo Communications	UT	1,875.66
Amazon Capital Services Inc	SU/MAT	3,486.88
Anthony Bennett	MC	50.00
Anthony Hartmann	CI	1,365.32
Aqua-Aerobic Systems Inc	CI	39,900.00
ARPS	CI	13,104.00
Artex Group Inc	UN	106.50
Billy Troy	MC	250.00
Blackburn Manufacturing Co	SU	403.84
Blue River Electric LLC	SU	1,902.22
Blue River/I-80 Pony Leagues	EX	1,550.00
Border States Industries Inc	CI	13,233.34
Broken Arrow Excavating	FA	47,297.81
Callaway Golf	MH	302.73
Capital Business Systems-Wy	SE	229.00
Capital Business Systems-Tx	SE	1,029.84
Cash-Wa Distributing Co	SU	462.85
City Seward Electric Fund	UT	50,407.17
City Seward Library Petty Cash	PF/SU	394.04
Codr Plumbing & Excavating	BU	120.15
Connie Languein	TR	1,275.00
Constellation Newenergy Gas	UT	3,500.36
Creative Product Sourcing Inc	PR	1,202.30
Culligan Of Crete	BU	88.50
David Harman/Cuttin It Close Lawncare	RI	575.00
Derek Bargmann	RI	43.35
Dutton-Lainson Co	INV	2,818.65
E M C Insurance Companies	INS	2,500.00
Eakes Office Solution	SU	1,994.88

ECES Inc/Campbell Bleaining	SE	1,200.00
Ecolab	SU	743.29
Electronic Contracting Co	SE	600.00
Fastenal Company	SU	107.06
Genesis Acquisition Co/Procure Solutions	IT	506.47
Gerhold Concrete Co Inc	CI	3,520.32
Government Forms & Supplies LLC	SU	234.18
Graham Tire	RE	516.00
Green Pro Solutions	SU	818.20
Hawkins Inc	SU	1,969.18
Hoffschneider Law PC LLO	SE	5,000.00
Husker Electric Supply Co	SU	853.40
Hydraulic Equipment Service	RE	291.85
Hyundai Corp (USA)	CI	169,365.00
JEO Consulting Group Inc	CI/SE	13,666.20
Jones Automotive	SE	902.50
K & Z Distributing	SU	333.50
Kevin Galdamez	RI	6,122.55
Last Mile Network	IT	75.30
LMH Consulting/Lynne Herr	SE	250.00
Matheson Tri-Gas Inc	SU	106.71
McMaster-Carr Supply Co	SU	192.94
Menards	TR/RE	564.98
Midwest Petroleum Equipment	RE	327.75
Midwest Turf & Irrigation	RE	93.38
Municipal Supply Inc	INV	3,639.16
Nebraska D A S	SE	231.00
Nebraska Public Health Env Lab	TE	168.00
Nebraska Rural Water Association	MS	550.00
Nebraska Star Beef Co LLC	MH	64.80
NextLink Internet	UT	103.35
Norris Public Power District	UT	1,259.25
Northern Safety Co Inc	SU	97.45
O'Reilly Automotive Inc	RE	135.80
Overhead Door Co Lincoln	BU	2,943.20
Plunkett's Pest Control	SE	75.34
Point C (Formerly Mid-American Benefits)	INS	1,346.15
Quality Brands	SU	574.93
Richard Mailand/Mailand's Clothing	UN	251.00
Ryan Ideus	RI	85.00
Sack Lumber	SU	169.99
Sam'S Club/Synchrony Bank	MH/SU	476.08
Schlueter Repair & Specialties LLC	GU	975.00
Sloup Mowing LLC	RI	575.00

Smartsign Store/Xpressmyself.com	GU	146.00
Sparetime Lounge & Grill	ML	747.50
Spectrum Paint Company Inc	CI	3,308.00
Spickelmier & Son Inc	CI	26,300.00
St P J Supply Inc	SU	165.00
State Distributing Co	SU	633.49
Stephanie Wengler	RI	40.00
Stephanie's Pest Control	SE	150.00
Summit Fire Protection	SE	199.00
Tami Svehla	TR	1,350.00
Tim Hobson/Hobson Automotive	RE	147.00
Titan Machinery	RE	314.89
U S A Bluebook	RE	719.28
U S Cellular	UT	123.08
Uribe Refuse Services Inc	SE	2,545.57
Verizon	UT	805.86
Vermeer High Plains	RE	1,066.23
VISA		26,735.55
SMTP2GO	IT	75.00
Adobe	MS	284.35
IIMC	TR	750.00
Jones & Bartlett Learning	TR	257.60
Emergency Solutions	IT	153.23
Crowne Plaza	TR	5,449.86
Amazon	SU	2,740.75
AT&T	UT	81.08
NFPA	TR	153.27
Signature Coins	OP	623.50
Casey's	OP/EX	170.83
WPSG	EQ	1,642.79
Etsy Inc	OP	806.25
Fire Made Art	OP	518.11
USPS	PF	163.35
GE Software/EKOS Inc	GS	1,920.00
Walmart	SU	587.76
Tri-Tech Forensics	EQ	185.36
N-Ear.com	EQ	193.99
Jimmy Johns	ML	180.55
Badge and Wallet	MC	1,560.00
Mouser Electronics Inc	MC	16.80
Hy-Vee	SU	47.07
Sam's Club	SU	1,655.33
Herpolsheimer's	RE	863.36
Crouch's Farm & Hardware	BU	21.17

American Water Works Assoc	TR	111.00
UNL Event Registration	TR	263.54
Constant Contact	MC	26.00
Tactacam	AF	216.00
Tracfone	UT	33.87
Hulu	MS	107.48
Sports Engine	EX	336.00
Runza	EX	91.75
Life Fitness LLC	FA	3,174.81
Fast Mart	EX	33.60
American Red Cross	TR	786.00
Holiday Inn Kearney	TR	454.14
Wesco Distribution Inc	CI/SU/INV	292,542.76
White Cap LP	SU	346.25
Windstream Nebraska Inc	UT	181.08
Zimco Supply Co	SU	6,496.02
	TOTAL	\$779,665.06

Walmart	Amazon	Sam's Club	
	6.2	487.2	77.05
	74.58	487.2	547.32
	-23.96	197.22	192.69
	30.42	26.99	174.24
	193.32	109.99	664.03
	16.42	160.03	
	60.7	125.9	
	53.28	49.95	
	49.59	79.74	
	29.01	55.9	
	27.81	29.99	
	50.98	9.99	
	19.41	75.98	
		38	
		106.79	
		40.85	
		309.85	
		256.92	
		92.26	
	587.76	2740.75	1655.33
	587.76	2740.75	1655.33

2. Draft Minutes of March 17, 2026, City Council Meeting

March 17, 2026

The Seward City Council met at 7:00 p.m. on Tuesday, March 17, 2026, with Mayor Joshua Eickmeier presiding and Deputy City Clerk Mattie Hans recording the proceedings. Upon roll call, the following Councilmembers were present: Zane Francescato, Megan Kahler, Jessica Kolterman, Karl Miller, John Singleton, Matt Stryson, Tatum Tonniges, Rich Wergin. Councilmembers absent: none. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Mike Oneby, Electric Superintendent Jared Hochstein, Fire Chief Tayler Mifflin, Officer Waldron, Building/Zoning & Code Enforcement Director Tim Dworak, Street Maintenance Director Bob Miers, and City Clerk Derek Bargmann.

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

CONSENT AGENDA CONSIDERATION ITEMS

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

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Reports (totaling \$1,007,392.18)
4. Police Department Report
5. Draft Minutes of March 3, 2026, City Council Meeting

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

PUBLIC HEARINGS

1. CONSIDERATION OF AN ORDINANCE TO REVISE THE CITY'S UNIFIED LAND DEVELOPMENT ORDINANCE (ULDO); ARTICLE 3 USE TYPES; CHAPTER 410-3.9 INDUSTRIAL USES; CHAPTER 410 ATTACHMENT 1 – USE MATRIX, AND ARTICLE 31 SUPPLEMENTAL USE REGULATION (410-31.6)

Mr. Dworak stated the staff drafted guidelines and regulations for data centers that were currently missing from City Code. Although there are currently no large-scale data centers in the area, their increasing prevalence prompted a proactive approach. Dworak noted that these are the initial changes, and that additional items and changes would also be proposed in the near future. He noted neighboring cities were incorporating similar provisions. The City will now be prepared for potential future development. He noted Planning Commission unanimously recommended the parameters. The public hearing was opened at 7:17 p.m. With no public comment received, it was closed at 7:17 p.m.

Councilmember Stryson introduced Ordinance No. 2026-2. Councilmember Francescato moved, seconded by Councilmember Tonniges, to dispense with the statutory rule.

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

Councilmember Wergin moved, seconded by Councilmember Kolterman, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2026-2, AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 3 USE TYPES, 410-3.9 INDUSTRIAL USE TYPES; TO AMEND ARTICLE 31 SUPPLEMENTAL USE REGULATIONS, 410-31.6 INDUSTRIAL USES; TO AMMEND ATTACHMENT 1 USE MATRIX; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PHAMPHLET FORM.**

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

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

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

2. CONSIDERATION OF A CLASS C LIQUOR LICENSE APPLICATION FOR STRAIGHT PATH LLC, DBA RED PATH GALLERY & TASTING ROOM, 514 SEWARD STREET

City Clerk Bargmann noted no public comments for or against this liquor license were received prior to the council meeting. The business will remain in the same location with new ownership by the Fiala Family. The public hearing was opened at 7:21 p.m. With no public comment received, it was closed at 7:21 p.m.

A. CONSIDERATION OF A RESOLUTION RECOMMENDING APPROVAL OF A CLASS C LIQUOR LICENSE FOR STRAIGHT

March 17, 2026

PATH LLC

Councilmember Francescato introduced **Resolution No. 2026-8**, to recommend approval of a Class C Liquor License for Straight Path LLC. Councilmember Kahler moved, seconded by Councilmember Wergin, to approve the resolution as presented.

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

Nay: None. Absent: None. Motion carried.

B. CONSIDERATION OF A REQUEST TO RECOMMEND AMBER FIALA AS MANAGER OF A CLASS C LIQUOR LICENSE FOR STRAIGHT PATH LLC

Councilmember Kolterman moved, seconded by Councilmember Francescato, to approve the request to recommend Amber Fiala as manager of a Class C Liquor License for Straight Path LLC.

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

Nay: None. Absent: None. Motion carried.

ADMINISTRATIVE ITEMS

1. CONSIDERATION OF A RESOLUTION TO UPDATE POLICY FOR THE BURN SITE

City Administrator Greg Butcher stated at the request of city council, the policy for compost and yard waste at the city burn site is for consideration. Originally designed for residential use, the compost pile now serves several commercial businesses and has become a fire hazard. At 7:42 p.m. Mayor Joshua Eickmeier opened the meeting for public comment.

- Darrell Zabrocki – 427 S. 1st Street – As the District 2 County Commissioner he is concerned with the closing of the compost pile and the unintended consequences it will create with people dumping their waste in the county ditches and roads.
- Jerry Rumery – 1988 South Hwy 15 – As a concerned business owner, stated the smoke infiltrates his business when the compost pile combusts and its hazards to the workers health. He is also concerned about the potential loss of his business location if there was ever to be a fire out of control.
- Fire Chief Tayler Mifflin – In favor of closing the compost portion of the burn site, said the Fire Department was called 15 times in the last two years to extinguish fires at the site. There are several logistical challenges to battling a fire at this site including water sources with no hydrants available.
- Street Maintenance Director Bob Miers – Noted discussions with farmers and landowners, no desire to take the compost as it hasn't properly broken down. Not a way to dispose of the growing pile.
- Abbey Feulner – 345 E Pinewood Ave – As an owner of Bel-Con Refuse noted the frustration of finding alternate location to dump yard waste and the associated price increase. As a former employee and family member of Jerry Rumery she has worked in the business and witnessed firsthand the smoke hazard.

Mayor Eickmeier closed the public comment portion at 8:03 p.m. noting this decision and discussion is not out of concern of money, but rather for the risk of fire, smoke hazards and liability. Councilmember Singleton encouraged the staff to look for alternative locations.

Councilmember Kolterman introduced **Resolution No. 2026-9**, to update policy for the Burn Site. Councilmember Francescato moved, seconded by Councilmember Wergin, to approve the resolution as presented.

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

Nay: None. Absent: None. Motion carried.

A. CONSIDERATION TO ISSUE REFUND TO 2026 KEYHOLDERS WHO WISH TO RETURN KEY DUE TO POTENTIAL CHANGES IN POLICY

Mr. Butcher presented the idea of issuing a refund to keyholders who renewed for the year, that may have intended to dispose of yard waste.

Councilmember Singleton moved, seconded by Councilmember Francescato, to approve a refund to 2026 keyholders who wish to return key due to changes in the policy.

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

Nay: None. Absent: None. Motion carried.

2. APPROVAL TO ADVERTISE FOR BIDS TO CONSTRUCT THE METERING MANHOLE AND SAMPLING BUILDING PROJECT ON WALKER ROAD

City Engineer Oneby indicated the need for a metering manhole and sampling building on Walker Road for DARI Processing. The manhole will monitor the flow and strength of wastewater coming from the processing plant and DARI will be charged for their use.

March 17, 2026

Councilmember Singleton moved, seconded by Councilmember Francescato, for approval to advertise for bids to construct the metering manhole and sampling building project on Walker Road.

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

Nay: None. Absent: None. Motion carried.

3. CONSIDERATION OF A RECOMMENDATION TO AWARD A CONSTRUCTION CONTRACT FOR THE SEWARD INDUSTRIAL SUBSTATION EXPANSION PROJECT TO JOLMA UTILITIES LLC IN THE AMOUNT OF \$2,878,989

Mr. Hochstein recommended awarding a construction contract for the substation expansion to Jolma Utilities LLC. This was a rebid project that only received one bid each time, both being from Jolma Utilities. Mr. Butcher noted the electric strategic plan did include this expansion prior to Dari Processing and now it will help fulfill the capacity they need.

Councilmember Miller moved, seconded by Councilmember Singleton, to award Jolma Utilities LLC the construction contract for the Seward Industrial Substation Expansion Project in the amount of \$2,878,989.

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

Nay: None. Absent: None. Motion carried.

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

City Clerk Bargmann noted the Employee Handbook is a living document in constant review to protect the employer while being fair to the employees. Most of the changes are due to the software change to Caselle, getting aligned with updates and process changes. The addition of performative pay keeps the City in compliance with FLSA. There were minimal changes and feedback from employees along with the Personnel, Finance and Audit Committee.

Councilmember Miller moved, seconded by Councilmember Francescato, to approve various amendments to the employee handbook date August 15, 2023, as presented.

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

Nay: None. Absent: None. Motion carried.

5. CONSIDERATION OF A REQUEST FROM CITY ADMINISTRATION FOR THE APPROVAL OF SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE ELECTRIC DEPARTMENT SHOP (1345 RIVER STREET) FOR THE EMPLOYEE ANNUAL AWARDS BANQUET, HELD ON APRIL 17, 2026

City Administrator Butcher stated the employee appreciation and annual awards banquet will be held at the Electric Department Shop.

Councilmember Kolterman moved, seconded by Councilmember Tonniges, to approve the sale and consumption of Alcoholic Beverages at the Electric Department Shop for the Employee Annual Awards Banquet.

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

Nay: None. Absent: None. Motion carried.

CITY ADMINISTRATOR'S REPORT

Councilmember Wergin moved, seconded by Councilmember Singleton, that the City Administrator's report of March 17, 2026, be accepted.

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

Nay: None. Absent: None. Motion carried.

MOTION TO ADJOURN

Councilmember Kolterman moved, seconded by Councilmember Singleton, that the March 17, 2026, City Council Meeting be adjourned.

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

Nay: None. Absent: None. Motion carried.

Adjourned approximately 8:42 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Class C Liquor License for Pour Choices Pints and Plates, LLC, dba Pour Choices, 133 N 6th Street - City Clerk Bargmann



Nebraska Liquor Control

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

Application Copy

File Number: 150625

LICENSE TYPE Class C Beer, Wine, Spirits On and Off Sale	APPLICATION DATE RECEIVED 2026-02-05
SECONDARY LICENSE(S) None selected	
LICENSEE LEGAL NAME Pour Choices pints and plates	LICENSEE TYPE Corporation
DOING BUSINESS AS	CORPORATE NUMBER 2601009400
INCORPORATION DATE 2026-01-09	
CORRESPONDENCE ADDRESS 4300 Meredith st Lincoln NE 68506	
MAILING ADDRESS 4300 Meredith S Lincoln , Ne 68506	
PHYSICAL ADDRESS 4300 Meredith S Lincoln , Ne 68506	
CONTACT NAME Jarrod oborny	PREFERRED CONTACT METHOD Email
CONTACT PHONE (402) 641-6190	ALTERNATE PHONE

FAX

EMAIL

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Jarrold Oborny	President		50
Nathan Steinbach	member		50

ADDITIONAL INFORMATION

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Restaurant with Bar

PREMISES NAME

Pour Choices

OPERATOR

Jarrold Oborny

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2031-01-01

PHYSICAL ADDRESS

133 N 6th street
Seward NE 68434

MAILING ADDRESS

4300 Meredith St
Lincoln NE 68506

CONTACT NAME

Jarrold Oborny

PREFERRED CONTACT METHOD

Email

CONTACT PHONE
(402) 641-6190

ALTERNATE PHONE

FAX

EMAIL

PREMISES MANAGER
Jarrod Oborny

PREMISES MANAGER EMAIL

QUESTIONS

Class C Beer, Wine, Spirits On a

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY

Has any officer, member, owner, or manager named in this application; or their spouse, EVER been convicted of or plead guilty to any charge?

*The Commission must be notified of any arrests and/or convictions that may occur after the date of this application.

Yes

(document uploaded)

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*
A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

L 53, W 21

3. Is there an outdoor area?

*Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

Yes

L 52, W 21

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

Yes

L 28 W 17

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

1, main floor

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

No

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

No

8. Are you acquiring any alcohol prior to obtaining this liquor license? If you are purchasing a business with a current license; this includes alcohol purchased as part of a business purchase agreement.

No

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

5/01/2026

10 What are the anticipated hours of operation?

11 am -11 pm

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

No

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

Yes

Nathan Steinbach , 50% owner/member

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

No

14 What is the primary bank and/or financial institution to be utilized by the business AND list the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Cornhusker Bank, Jarrod Oborny, Nathan Steinbach

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

No

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

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

No

18 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

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

Nathan Steinbach, Seward, Seward county NE. Closed business, don't recall his license #

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

Yes

21 Are you applying for a Temporary Operating Permit?

No

22 Is the lease or deed for the premises listed under the applicant's name (LLC, Corporation, or Individual)? If the property is owned personally but the application is under an LLC or Corporation, a lease agreement must be made between the owner and the entity applying for the license.

Yes

23 If applying as a LLC or Corporation; is your LLC or Corporation active with the Nebraska Secretary of State? (Please mark yes if applying as an individual or partnership)

Yes

24 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Jarrod Oborny

25 What is the manager's address?

4300 Meredith St Lincoln, NE 68506

26 What is the manager's phone number?

(402)641-6190

27 What county is the manager registered to vote in?

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

Lancaster County

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

29 Is the manager married?

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Description & Diagram	PC Bar layout.pdf	
Business Plan	Pour Coices Busniess plan.docx	
Explanation of Convictions/Guilty Pleas	conviction plea doc.pdf	
Privacy Act Statement	privacy act statement.pdf	
Lease / Deed / Purchase Agreement	POUR CHOICE'S Triple Net Lease Agreement.pdf	
Lease / Deed / Purchase Agreement	nate notorized lease doc.pdf	
Lease / Deed / Purchase Agreement	Jarrod notorized lease doc.pdf	
Lease / Deed / Purchase Agreement	signed lease agreemnet with alyssa.pdf	

APPLICANT

Jarrod Oborny

DECLARATION

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

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

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

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

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

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

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

Nebraska Secretary of State

POUR CHOICES PINTS AND PLATES LLC

Fri Feb 6 10:02:21 2026

SOS Account Number

2601009400

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

JARROD B OBORNY
4300 MEREDETH ST
LINCOLN, NE 68506

Designated Office Address

4300 MEREDETH ST
LINCOLN, NE 68506

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Jan 09 2026

Next Report Due Date

Jan 01 2027

Filed Documents

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

Document	Date Filed	Price	
Certificate of Organization	Jan 09 2026	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation
\$6.50

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

Certificate of Good Standing - USPS Mail Delivery

\$10.00

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

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TRIPLE NET COMMERCIAL LEASE AGREEMENT

This Triple Net Lease Agreement (this "Agreement") is made this 1st day of January 2026, by and between KACH 133, LLC, an entity located at P.O. Box 305, Seward, NE 68434 ("Landlord") and Pour Choicé's Pints and Plates, LLC with a personal guarantee by Nate Steinbach and Jarrod Oborny, an entity located at 4300 Meredith Street, Lincoln, Nebraska 68506 ("Tenant"). In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Demised Premises. The premises leased shall consist of a restaurant in the building complex (the "Real Property") located at 133 N 6th Street, Seward, NE 68434 (the "Demised Premises"), as shown on the property map attached as Exhibit A.

A) Size of Premises. The Demised Premises consists of approximately one thousand two hundred fifty (1250) square feet and comprises approximately 100% of the total leasable area in the building or complex. The square footage of the Demised Premises shall be determined by measuring from the inside of all interior walls to the centerline of any demising walls. Landlord's architect or building contractor may measure the Demised Premises to make a final determination of the size.

B) Reserved Uses. Landlord reserves to itself the use of the roof, exterior walls, and the area above and below the Demised Premises, together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires and structural elements leading through the Demised Premises and which serve either the Demised Premises or other parts of the building or complex.

C) Common Area. This Agreement and the Demised Premises does not include the use by Tenant of any Common Areas of the Real Property. The term "Common Area" shall mean all areas and improvements in the Real Property, which are not leased or held for lease to tenants.

D) Parking Spaces. Tenant, including its guests, employees, agents, and customers, does not have the right to use any parking space(s) on the Real Property

E) Storage Facilities. This Agreement and the Demised Premises does not include the use of any storage facilities on the Real Property.

2. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, the Demised Premises according to the terms and conditions of this Agreement.

3. Written Notice. All written notice(s) required in this Agreement shall be through email. Landlord email is kachinvestments@gmail.com.

4. Term of Lease. The 60 month term of this Agreement shall commence on January 1, 2026 ("Commencement Date") and ending at midnight on December 31, 2031 ("Termination Date").

A) Renewal. Provided Tenant is not in default in the performance of this Agreement, Tenant shall have the option to renew this Agreement for an additional five (5) year term(s) commencing on the Termination Date by providing notice as described in subsection B herein. All of the terms and

conditions of this Agreement shall apply during each renewal term, except that the Base Rent shall be increased by 2% each renewal term.

B) Notice of Renewal. The option to renew this lease pursuant to subsection A above shall be exercised by providing written notice given to Landlord not less than sixty (60) days prior to the Termination Date. If written notice is not given in the manner provided herein within the time specified, this option shall lapse and expire.

4. Rental Terms. With respect to the terms of the rental:

A) Base Rent. Tenant shall pay to Landlord, from the Commencement Date and throughout the term of this Agreement, \$2,500.00, payable on a monthly basis ("Base Rent"). Base Rent is due no later than the 1st day of the payment period. Base Rent is payable by wire transfer, or as otherwise agreed upon by the parties.

B) Triple Net: Operating Costs. Beginning on the Commencement Date, Tenant agrees to pay Landlord all Operating Cost associated with Real Property. Tenant's initial monthly estimate for Operating Cost is \$925.00 per month. "Operating Cost" means the total cost and expense incurred in operating, managing, insuring, equipping, lighting, repairing, maintaining and policing the Real Property, including the exterior of the Real Property and all build-out, and specifically including, without limitation, items of expense for or related to: insurance premiums and deductibles, management, bookkeeping, accounting fees, and legal fees. Operating Cost reserve fund holds 25% for insurance premiums/deductibles and real estate property taxes; the remaining funds are reserved for major repairs, replacements, and renovations of the premises. The monthly Base Rent payment, includes the share of the Operating Cost. Such monthly estimates shall be based on the prior year's actual Operating Cost. On an annual basis, Landlord shall reconcile Tenant's payments against the actual Operating Cost. In the event Tenant's payments are less than the actual Operating Cost, Tenant shall pay such deficiency within three (3) days of request by Landlord. In the event Tenant's payments exceed the actual Operating Cost, Landlord shall apply the overpayment to the next monthly estimate(s). Monthly evaluations will be recorded and presented at the end of each year during the Terms of Lease.

C) Taxes. Tenant is responsible for all real estate taxes and assessments levied against all or any part of the Demised Premises, the Real Property, and the improvements thereon. Such taxes and assessments are included in the Rent and shall be paid directly by Landlord. In the event there is any increase during any year of the term of this Agreement in real property taxes over and above the amount of such taxes assessed for the tax year during which the term of this Agreement commences, whether because of increased rate, valuation or otherwise, Tenant shall pay to Landlord upon presentation of paid tax bills an amount equal to the increase in taxes upon the land and the Real Property, proportioned or designated to upon which the Demised Property is situated. In the event that such taxes are assessed for a tax year extending beyond the term of this Agreement, the obligation of Tenant shall be proportionate to the portion of the lease term included in such year. All such tax obligations of Tenant hereunder shall be added to and become part of the Rent paid under this Agreement.

D) Payment of Rent. Base Rent and Operating Cost under this Agreement may collectively be referred to as "Rent" or "Rents." All Rents shall be made payable to Landlord (KACH 133, LLC). All Rents shall be automatically deposited through Tenant's bank auto payment system. Landlord bank

information: Jones Bank, 203 S 6th St., Seward, NE 68434, Rt# 104901364, Act# 60003121.

E) Partial Payments. Any partial payments shall be applied to the earliest installment due, and no endorsement or statement on any check or any letter accompanying any check or payment as to same shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment and any other amounts then due or to pursue any other remedy of Landlord set forth in this Agreement.

F) Past Due Payments. If any amount due under this Agreement remains unpaid three (3) days after it is due, a daily late charge equal to 1.5% of the monthly rent ("Late Charge"), not to exceed the maximum amount allowed by law, shall be paid by Tenant to Landlord until such time as Tenant is current on all amounts due Landlord (including all Late Charges). If any amount due under this Agreement remains unpaid for more than three (3) days after it is due, then in addition to the Late Charge, such unpaid amounts shall bear interest at the rate of five percent (5%) per month, not to exceed the maximum amount allowed by law. In addition, all service charges from Tenant's financial institution due to non-sufficient funds shall be paid by Tenant.

G) Security Deposit. Tenant shall, at the time of executing this Agreement, deposit with Landlord as a security deposit the sum of \$1,000.00, which amount shall serve as security for the full performance of the obligations and covenants of Tenant under this Agreement. Such deposit shall not accrue interest for Tenant, shall not be considered a Rental payment, final or otherwise, and shall not be considered to limit or relieve Tenant from any obligation or liability to Landlord. In the event of a default by Tenant under the terms of this Agreement, Landlord may apply such deposit toward the cure of such default without notice to Tenant. Upon complete performance by Tenant of all its obligations under or with respect to this Agreement, any remaining portion of such deposit to which Tenant is entitled shall be refunded to Tenant. Landlord may transfer the security deposit to any purchaser of Landlord's interest in the Demised Premises, in which event Landlord shall be discharged from any further liability with respect to such deposit and Tenant will look solely to the purchaser of Landlord's interest for any return of said deposit.

H) Holding Over. If Tenant remains in possession of the Demised Premises after the expiration of the initial Lease Term or any renewal Term without the execution of a new lease, it shall be deemed to be a tenant from month-to-month, subject to all conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month-to-month tenancy except that the Base Rent shall be two (2) times the Base Rent applicable immediately prior to the expiration of the Term.

5. Use, Occupancy and Condition of Premises. With respect to use and occupancy:

A) Use and Occupancy. Tenant shall use and occupy the Demised Premises for the commercial purpose of restaurant/bar/beer garden and related activities. The Demised Premises shall be used for no other purpose without the advance written consent of Landlord. Tenant shall operate the Demised Premises in a clean and dignified manner and in compliance with all applicable State and City codes, occupancy, laws, regulations, rules, and ordinances. Tenant shall provide its own janitorial services. Tenant shall use the Demised Premises for no unlawful purpose or act; shall commit or permit no waste or damage to the Demised Premises;

shall, at Tenant's expense, comply with and obey all applicable laws, regulations, or orders of any governmental authority or agency; shall not do or permit anything to be done in or about the Demised Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Real Property; and shall comply with all the rules and requirements promulgated by Landlord with respect to the Real Property, as the same may be amended from time to time. Tenant agrees as follows:

1. Tenant shall provide Landlord with entry key(s) to the front and rear doors of the Premises. During the Term of this Lease, Tenant shall ensure that Landlord is designated as a person of interest with any locksmith company or service provider engaged by Tenant for the purpose of re-keying or replacing locks on any entrance to the Premises. Tenant shall provide Landlord with written notice at least three (3) business days prior to any re-keying or lock replacement, including the name and contact information of the locksmith company performing the work. Upon completion of any re-keying or lock replacement, Tenant shall promptly provide Landlord with a current key or access device (e.g., key card, fob, or code) for each re-keyed or replaced lock, at no cost to Landlord. Tenant shall not change or re-key any locks without complying with this provision. In the event Tenant fails to provide a current key or access device within three (3) business days of re-keying, Landlord reserves the right to engage a locksmith to access the Premises and re-key the locks at Tenant's sole expense. This clause shall not be construed to limit Landlord's rights under applicable law or other provisions of this Lease regarding access to the Premises for inspections, repairs, or emergencies, nor shall it waive Tenant's obligation to maintain the security of the Premises. The tenant bears the cost and logistical burden of re-keying or replacing locks on any entrance to the Premises.
2. Tenant is responsible for all Business operational permitting and licensing to legally run the business. Due to the nature of business, this includes but not limited to; general business license/ tax certificate, employer identification number, sales tax permit, zoning/use compliance, signage permit, insurance, food service, food handler, grease trap/fog permit, liquor license, etc.
3. All loading and unloading, delivery and shipping of goods shall be conducted in such areas and through the rear alley entrance. No parking and/or stalled vehicles or equipment are allowed to block the alley per City regulations.
4. No smoking **IN** or **WITHIN** twenty five (25) feet of any exterior doorway(s) of the Demised Premises.
5. All garbage and UCO (used cooking or fryer oil) shall be kept in the size and kind of container, and in the ideal location is to the rear of the Premises per approval of City Code and Refusal Company(s).. Tenant shall not burn any trash or garbage in or about the Real Property.
6. No aerial, loudspeaker, satellite dish, sound amplifier, equipment, displays, or advertising shall be erected on the roof or exterior walls of the Demised Premises, or on other areas of the Real Property without the prior written consent of Landlord and approval permit by City Code.
7. No loudspeaker, television, juke-box, radio, or other device shall be used in a manner so as to be heard other than by person(s) who are within the Demised Premises without the prior written consent of Landlord and permitted by City Code.
8. No activity will take place on the Demised Premises or common areas which shall cause any odor which can be smelled other than by person(s) who are within the Demised Premises.
9. Tenant shall keep the Demised Premises at a temperature sufficiently higher than 50 degrees to prevent freezing of water in pipes and fixtures.
10. Tenant shall not permit or place any obstructions and/or merchandise in any common areas, including but not limited to, corridors, sidewalks in front of or in the back of the Demised

Premises.

11. The plumbing facilities in the Demised Premises shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall be responsible for the proper and lawful disposal of all cooking grease used within the Demised Premises and per City Code requirements.
12. Tenant shall keep all windows, doors (sills and frames) awning and/or exterior signs and exterior lighting of the Demised Premises clean and functioning.
13. No merchandise shall be stored in the Demised Premises except that which Tenant is selling in the normal course of business in, at, or from the Demised Premises.
14. No auctions or tent sales shall be held within the Demised Premises or on or within any portion of the Real Property, except with the prior written consent of Landlord.
15. Landlord shall have the right to prohibit the continued use by Tenant of any unethical or unfair method of business operation, advertising or interior display if, in Landlord's opinion, the continued use thereof would impair the reputation of the Real Property as a first class facility or is otherwise out of harmony with the general character thereof, and upon notice from Landlord shall forthwith refrain from or discontinue such activities.
16. Tenant shall keep the Demised Premises (including without limitation, exterior and interior portions of all windows, doors, and walls) in a neat, clean and sanitary condition, free of all insects, rodents, vermin and pests of every type and kind.
17. Tenant shall not use the Demised Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors per City Code.
18. Tenant shall keep the entry ways and sidewalk/walkway in front and rear of the Demised Premise clear of all debris, trash and litter, and shall keep the same swept, maintained and snow and ice removed therefrom.

B) Environmental Restrictions. Tenant shall not use the Demised Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste ("Hazardous Material"), and that the Demised Premises will be used only in compliance with any and all environmental laws, rules and regulations applicable thereto. Landlord shall have the right, but not the duty, to inspect the Demised Premises and conduct tests thereon should Landlord have a reasonable belief there is Hazardous Material on the Demised Premises. In the event tests indicate the presence of such Hazardous Material, and Tenant has not removed the Hazardous Material on demand, Landlord shall have the right to immediately enter the Demised Premises to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business, but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby, provided such contamination is not caused by or the result of Landlord's actions, or the actions. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of Hazardous Material, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional Rent if such requirement arose because of Tenant's storage or use of Hazardous Material on the Demised Premises. Tenant shall execute affidavits, representations and the like from time to time, at Landlord's reasonable request, concerning Tenant's best actual knowledge and belief regarding the presence of any Hazardous Material on the Demised Premises or Tenant's intent to store or use Hazardous Material on the Demised Premises.

C) Condition and Acceptance of Premises. Tenant accepts the Demised Premises in its current

condition and acknowledges that the Demised Premises is in good order and repair, unless otherwise indicated herein. By occupying the Demised Premises, Tenant shall be conclusively deemed to have accepted the Demised Premises as being in the condition required by this Agreement. If requested by Landlord, Tenant will sign a statement confirming the Commencement Date and ratifying acceptance of the Demised Premises. In addition, Tenant shall have one (1) day waiting period to discover any defects and shall notify Landlord immediately of the same.

6. Property in Demised Premises. With respect to the property:

A) Right to Leasehold Improvements. All leasehold improvements (other than Tenant's trade fixtures); restroom fixtures, light fixtures, flooring and heating & air conditioning equipment, shall, when installed, attached to the freehold and become and remain the property of Premises and Landlord.

B) Right to Leasehold Fixtures. All alterations, additions, improvements, and fixtures made or installed by Tenant in or upon the Premises (except Tenant's trade fixtures and removable personal property) shall become the property of Landlord upon installation and shall remain upon and be surrendered with the Premises upon expiration or earlier termination of this Lease, without compensation to Tenant. Tenant shall surrender the Premises in good condition including all improvements and fixtures installed by Tenant (specifically including the following equipment/fixtures), which shall remain part of the Premises as Landlord's property.

a) The construction of a built-in bar in the Premises as shown on the State and Local City approved plans attached as Exhibit B. Notwithstanding any provision to the contrary, the built-in bar (including counters, shelving, sinks, lighting, and all attached components) installed shall not be considered a trade fixture and shall not be classified as removable personal property.

b) The installation of a 12' HoodMart Commercial Kitchen Hood with Ansel as shown on the State and Local City approved plans attached as Exhibit C. Notwithstanding any provision to the contrary, the Kitchen Hood with Ansel (including all fire suppression and Fire Buckeye equipment) installed shall not be considered a trade fixture and shall not be classified as removable personal property.

C) Tenant's Trade Fixtures & Personal Property. All Tenant's trade fixtures and personal property shall remain the property of Tenant, subject at all times to any of Landlord's liens for Rental and other sums which may become due to Landlord under this Lease or otherwise. Tenant shall not be allowed to remove any such trade fixtures upon termination of this Lease, provided that Tenant is not in default in any of the terms and provisions of this Lease.

D) Risk and Loss of Tenant's Personal Property. All of Tenant's personal property which may at any time be in the Demised Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be liable for any damage to said property or loss of business suffered by Tenant which may be caused by water from any source whatsoever including the bursting, overflowing, or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odor or leaking of the fire suppression system.

7. Repairs and Maintenance. With respect to repair and maintenance obligations:

A) Landlord's Obligation to Repair and Maintain. Landlord shall be responsible for repairing and maintaining the Demised Premises in good condition and for making such modification or replacements thereof as may be necessary or required by law or ordinance, specifically for the

following:

- Foundation and structural components of the building
- Exterior walls but excluding (windows, doors, window and door frames, plate glass)
- Roof, gutters and downspouts

However, Tenant shall reimburse Landlord for any such maintenance, repairs, or replacements made necessary by any acts of Tenant. Landlord reserves and at all times shall have the right to enter the Demised Premises in any emergency and also during regular business hours upon advance written notice to inspect the same, and to repair the Demised Premises and any portion of the Real Property or Common Area, without abatement of Rent.

B) Tenant's Obligation to Repair and Maintain. All maintenance, repairs, or replacements relating to the Demised Premises which are not the obligation of Landlord shall be the obligation of Tenant and shall be made by Tenant at Tenant's sole cost and expense. Tenant shall keep and maintain the Demised Premises in good repair and order at all times. Tenant shall be responsible for the maintenance, repair and replacement of the following:

- Heating, ventilation & air conditioning systems (including but not limited to filters)
- Plumbing (including but not limited to all interior of Premises to City main)
- Electrical systems (including but not limited to all interior of Premises to City main)
- Kitchen equipment (including but not limited to State & City Codes)
- Replacement of broken and/or impaired windows & doors (including but not limited to interior/ exterior)
- Snow and Ice removal (including front and rear of Premises)
- Floor and wall maintenance and repairs

C) Remodeling. Tenant shall not do the following:

- Remodel, make additions, alterations or structural changes to the interior of the Demised Premises without prior written consent of Landlord, which consent will not be unreasonably withheld; however, the Tenant is permitted to paint and decorate the interior of the Demised Premises without prior consent of Landlord.
- Enter upon the roof or install or place any equipment, lines, wires, displays, advertising or anything else whatsoever thereon without the prior written consent of Landlord, which consent may be denied, conditioned or withheld at Landlord's sole discretion.

D) No Liens Permitted. No person shall ever be entitled to any lien, directly or indirectly, derived through or under Tenant, or through or under any act or omission of Tenant, upon the Demised Premises, or any improvements now or hereafter situated thereon, or upon any insurance policies taken out upon the Demised Premises, or the proceeds thereof, for or on account of any labor or materials furnished to the Demised Premises, or for or on account of any matter or thing whatsoever; and nothing in this Agreement contained shall be construed to constitute a consent by Landlord to the creation of any lien. In the event that any such lien shall be filed, Tenant shall cause such lien to be released within five (5) days after actual notice of the filing thereof, or shall within such time certify to Landlord that Tenant has a valid defense to such claim and such lien and furnish to Landlord a bond, satisfactory to Landlord, indemnifying Landlord against the foreclosure of such lien. In addition to any other remedy herein granted, upon failure of Tenant to discharge such lien or to post a bond

indemnifying Landlord against foreclosure of any such lien as above provided, Landlord, after notice to Tenant, may discharge such lien, and all expenditures and costs incurred thereby, with interest thereon, shall be payable as further Rent hereunder at the next Rent payment date.

8. Insurance and Indemnification. With respect to insurance and indemnification:

A) Tenant's Public Liability and Property Damage Insurance. Tenant shall purchase and maintain public liability and property damage insurance insuring against loss, cost and expense by reason of injury to or the death of persons or damage to or the destruction of property arising out of or in connection with the occupancy or use by Tenant, its employees, agents and assigns, of the Demised Premises and/or the Common Area, such insurance to include Landlord as an additional Insured, to be carried with an insurer and to have a minimum aggregate policy in the amount of no less than \$1,000,000.00 and a deductible no greater than \$2,000,000.00.

B) Certificate of Insurance. Tenant shall furnish to Landlord a certificate of insurance evidencing such coverage which provides that such policies may not be canceled on less than one (1) days prior written notice to Landlord. Should Tenant fail to carry the insurance required herein and furnish Landlord with the policies or certificates of insurance after a request to do so, Landlord shall have the right to obtain such insurance and collect the cost thereof from Tenant as additional Rent.

C) Landlord's Insurance. Landlord shall keep the Real Property (but not the contents thereof or any personal property or trade or business fixtures of Tenant) insured against loss or damage by fire and other perils normally covered by standard all-risk insurance. Landlord may also maintain public liability, property damage, loss of rent, and such other coverage related to the Real Property as Landlord deems appropriate. All premiums for such insurance maintained by Landlord shall be considered Operating Costs.

D) Mutual Waiver of Subrogation. If either party suffers loss or damage which is caused by the other party, but which is covered by the injured party's insurance, the injured party waives any claim it might have against the other party to the extent that it is compensated by the insurance required under this Agreement; and each party agrees to obtain from its insurer a provision and acknowledgement of this waiver and an agreement that the insurance carrier will not be subrogated to the rights of the injured party to the extent that these rights have been waived above.

If Tenant suffers loss or damage which is caused by Landlord, Tenant waives any claim it might have against Landlord to the extent that it is compensated by the insurance required under this Agreement; and Tenant agrees to obtain from its insurer a provision and acknowledgement of this waiver and an agreement that the insurance carrier will not be subrogated to the rights of the injured party to the extent that these rights have been waived above.

E) Mutual Hold Harmless. It is agreed that Tenant shall defend, hold harmless and indemnify Landlord, its officers, agents and employees from any and all claims for injuries to persons or damage to the Demised Premises which result from the negligent acts or omissions of Tenant, its officers, agents or employees, in the performance of this Agreement. It is further agreed that Landlord shall defend, hold harmless and indemnify Tenant, its officers, agents and/or employees from any and all claims for injuries to persons and/or damage to the Demised Premises which result from the negligent acts or omissions of Landlord, its officers, agents and/or employees, in the performance of this Agreement. In the event of the concurrent negligence of Tenant and Landlord, then the liability for any

and all claims for injuries or damages which arise out of the performance of the terms and conditions of this Agreement shall be apportioned in accordance with the law of the state in which the Real Property is located.

9. Signs. With respect to signs:

A) Exterior Sign. Tenant can install a sign acceptable to Landlord on the front of the Demised Premises, hereinafter referred to as "Exterior Sign" prior to opening for business. Tenant shall be solely responsible for the cost of fabrication, installation, and maintenance of the Exterior Sign.

Landlord shall pre-approve signage package to be attached to the Lease for the duration of the Lease and all renewals thereof.

B) Other Signs. All signs, banners, lettering, advertising, lighting, or any other things of any kind visible from the exterior of the Demised Premises installed or affixed by Tenant shall be first approved in writing by Landlord and the location and method of installation of the same shall be approved by Landlord in its sole discretion. Landlord agrees that such approval shall not be unreasonable withheld. Tenant is responsible for following all Downtown City Codes and permitting process.

10. Utility Services. Commencing on the date on which Landlord delivers possession of the Demised Premises to Tenant, Tenant shall make payments for all utilities based upon or in connection with the Demised Premises. This includes, but is not limited to, the following:

- Water, Sewer, Electric, Gas, Trash, Telephone, Internet

11. Access, Surrender, and Assignment. With respect to access, surrender, and assignment:

A) Access. Tenant shall permit Landlord to inspect or examine the Demised Premises during business hours upon advanced written notice or at any time without notice in the event of an emergency, and shall permit Landlord to enter and make such repairs, alterations, improvements, or additions in the Demised Premises or the Real Property of which the Demised Premises is a part, that Landlord may deem necessary.

B) Surrender. Tenant shall deliver and surrender to Landlord possession of the Demised Premises upon expiration of this Agreement, or upon earlier termination as herein provided, in as good condition and repair as the same shall be on the Commencement Date.

C) Removal and Restoration. Any property not so removed at the expiration of the Term hereof shall be deemed to have been abandoned by Tenant and may be retained or disposed by Landlord. Tenant shall not remove any leasehold improvements or non-trade fixtures and shall surrender the Demised Premises upon termination of the tenancy created by this Agreement in the same condition as the Demised Premises were required to have been in on the Commencement Date, ordinary wear and tear and damage by fire or other insured casualty excepted.

D) Assignment and Subletting. Tenant will not assign this Agreement as to any portion or all of the Demised Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Demised Premises.

12. Damage to Premises. With respect to damage to the Premises:

A) Substantial Damage. In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will equal or exceed 50% of the then replacement value thereof, then the parties may, at their option, within three (3) days after the occurrence of such casualty, terminate this Agreement upon written notice.

B) Partial Damage. In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be partially damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will be less than 50% of the then replacement value thereof, or in the event Landlord does not elect to terminate this Agreement as a result of substantial damage, then Landlord shall repair the damage with reasonable dispatch after notice of such casualty; provided, however, the Landlord's obligation to repair or restore shall be limited to restoring the structural portions of the Demised Premises and shall not include repairs or the restoration of any of Tenant's fixtures, improvements or other alterations made by Tenant in or upon the Demised Premises. Notwithstanding anything provided herein to the contrary, the Landlord's obligation to repair or rebuild shall be limited to the amount of the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) as a result of any such casualty. In the event the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) are insufficient to rebuild the Demised Premises and/or the Real Property, then Landlord shall have the option to terminate the Lease upon notice to Tenant within three (3) days after Landlord's receipt of the entire net insurance proceeds payable with respect to such fire or casualty.

C) Rents Upon Damage or Destruction. In the event this Agreement is terminated in the manner set forth above, the Rents shall be apportioned to the time of such casualty. In the event this Agreement is not terminated and Landlord elects to restore or repair the Demised Premises, then the Rent payable by Tenant shall be equitably abated based on the square footage in the Demised Premises which are useable, until such time as the damage to the Demised Premises has been repaired; provided, however, in no event shall there be any abatement of the payment of any Operating Costs.

13. Eminent Domain. With respect to eminent domain:

A) Condemnation of Demised Premises. If the whole or any substantial part of the Demised Premises shall be taken or acquired by any public or quasi-public authority under the power or threat of eminent domain, for other than a temporary period, the Lease Term shall cease as of the day possession shall be taken by such public or quasi-public authority, and Tenant shall pay Rent up to that date with an appropriate refund by Landlord of any rent which may have been paid in advance for any period subsequent to the date possession is taken. In the event that during the term of this Agreement the Demised Premises, or any part thereof, or more than 10% of the Real Property or of the Common Area is taken by condemnation or right of eminent domain, or by private purchase in lieu thereof, this Agreement and the term hereby granted shall be terminable at Landlord's sole option and if Landlord so terminates then this Agreement shall expire on the date when possession shall be taken by the condemnor and the Base Rent herein reserved shall be apportioned and paid in full to that date and all prepaid Base Rent shall forthwith be repaid by Landlord to Tenant. In the event Landlord does

not elect to cancel or terminate this Agreement as provided above, then Landlord shall rebuild and restore the Demised Premises as nearly as possible to their condition immediately prior to any such taking and this Agreement shall continue in full force and effect except that, during such restoration, the Base Rent payable pursuant to the terms of this Agreement shall be equitably apportioned in the proportion that the square footage of the part of the Demised Premises so taken bears to the total square footage of the Demised Premises immediately prior to such taking; provided, however, in no event shall there be any abatement of the payment of any Operating Costs, provided further, however, the Landlord's obligations to restore or rebuild shall be limited to an amount which does not exceed the proceeds obtained from such taking (less expenses incurred in collecting the same). Notwithstanding the foregoing, in the event the net condemnation award received by Landlord is insufficient to restore or rebuild the structural portions of the Demised Premises the Landlord shall have the option within three (3) days after Landlord's receipt of the net condemnation, to cancel and terminate this Agreement, and Tenant shall be limited to consequential damages only.

B) Condemnation Award. All compensation awarded or paid upon any total or partial taking of the Demised Premises shall belong to and be the property of the Landlord. Nothing herein shall prevent Tenant from pursuing a separate award from the condemning authority for its moving expenses or for the taking of its personal property, as long as Tenant's award does not reduce Landlord's award from the condemning authority.

14. Insolvency and Bankruptcy. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant or any of the persons constituting Tenant, or an assignment by Tenant or any of the persons constituting Tenant for benefit of creditors or any action taken or suffered by Tenant or any of the persons constituting Tenant under any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Agreement or any rights or privileges hereunder be an asset of Tenant or any of the persons constituting Tenant under any bankruptcy, insolvency, or reorganization proceedings.

15. Default. With respect to default:

A) Rights in Event of Default of Tenant. If Tenant shall abandon or vacate the Leased Premises or fail to pay Rent at the time prescribed in this Agreement, or if after five (5) days written notice from Landlord, Tenant shall fail to cure any other default in the performance of its obligations under this Agreement (unless Tenant is then proceeding in good faith to cure such default and continues to do so until the default is cured), then, in addition to any other rights or remedies Landlord may have by law or otherwise, Landlord shall have the right to re-enter and take possession of the Demised Premises without legal process and remove all persons and property therefrom. Should Landlord elect to re-enter as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may terminate Tenant's rights under this Agreement, re-let the Demised Premises or any part thereof for such term and at such rent and upon such other terms and conditions as Landlord in the exercise of Landlord's sole discretion may deem advisable, with the right to make alterations and repairs to the Demised Premises. Upon each such re-letting, Tenant immediately shall be liable for payment to Landlord of any indebtedness of Tenant (other than Rent due hereunder), the cost and expense of such re-letting, and of such alterations and

repairs incurred by Landlord, and the amount, if any, by which the Rent reserved in this Agreement, which are Tenant's responsibility under the provisions of this Agreement for the period of such re-letting, exceeds the amount agreed to be paid as rent by the new tenant for the Demised Premises for such period of such re-letting.

B) Costs and Payment of Rents. Should Tenant at any time be in default under this Agreement, Tenant shall be liable for all costs Landlord may incur on account of such default, including the cost of recovering the Demised Premises, any and all attorney fees and court costs relating thereto. In addition, should Landlord at any time terminate this Agreement and Tenant's rights under this Agreement for any default, in addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such default, and including the Rent reserved and charged in this Agreement for the remainder of the Term discounted to present value, less the present rental value of the Demised Premises for the rest of the Term (discounted in the same manner), all of which amounts shall be immediately due and payable with attorney fees from Tenant to Landlord and without relief from valuation, and Landlord shall have no obligation to re-let. Tenant's liability for the default damages and/or re-letting costs shall survive any termination of this Agreement.

C) Right of Removal of Tenant's Property. Landlord shall have the right to remove all or any part of Tenant's property from the Demised Premises. Any property removed may be either: (a) Stored in any public warehouse or elsewhere at the cost of, and for the account of, Tenant and Landlord shall not be responsible for the care or safekeeping thereof; or (b) sold at a private or public sale and the proceeds of such sale, after sale expenses, shall be used to offset any Rent due to Landlord. Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

D) Default of Landlord. Landlord shall in no event be charged with default in the performance of its obligation under this Agreement unless and until Landlord shall have received written notice from Tenant specifying wherein Landlord has failed to perform any obligation hereunder, and Landlord shall have failed to perform such obligation, or remedy such default, within five (5) days of such notice from Tenant (or shall then have failed in good faith to start and be diligently pursuing the cure of any such default which reasonably takes longer than thirty (30) days to cure).

16. Quiet Enjoyment. Landlord agrees that if Tenant pays the Rent and other charges herein provided and shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, then Tenant shall, at all times during said Term, have the peaceable and quiet enjoyment and possession of the Demised Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as to such portion of the Demised Premises or Real Property as shall be taken under the power of eminent domain or which may be claimed by any mortgagee of the Demised Premises of the Real Property.

17. Miscellaneous.

A) Waivers. No waiver of any condition or covenant in this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Agreement.

B) Subordination. Tenant agrees, at the request of Landlord, to subordinate this Agreement to any mortgage placed upon the Demised Premises or the Real Property or any one or more of them by Landlord provided that the holder of such mortgage enters into an agreement with Tenant, binding upon the successors and assigns of the parties thereto, by the terms of which such holder agrees not to disturb the possession, peaceable and quiet enjoyment and other rights of Tenant under this Agreement. In addition, so long as Tenant continues to perform its obligations hereunder, in the event of acquisition of title by said holder through foreclosure proceedings or otherwise holder agrees to accept Tenant as tenant of the Demised Premises under the terms and conditions of this Agreement and to perform the Landlord's obligations hereunder (but only while owner of the Demised Premises), and Tenant agrees to recognize such holder or any other person acquiring title to the Demised Premises as Landlord. The parties agree to execute and deliver any appropriate instruments necessary to carry out the agreements contained herein.

C) Notices and Certificates. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, by overnight courier service, via certified or registered mail, or by first class U.S. mail, postage prepaid, to Landlord and Tenant at the address as specified above, or to such other addresses which a party may designate in writing delivered to the other party for such purpose. Date of service of a notice served by mail shall be one business day following the date on which such notice is deposited in a post office box of the United States Postal Service.

D) Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.

E) Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, not including its conflicts of law provisions.


F) Dispute Resolution. Any dispute arising from this Agreement shall be resolved in the courts of the State of Nebraska. If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

G) Force Majeure. In the event that either party shall be delayed or hindered in or prevented from doing or performing any act or thing required in this Agreement by reason of strikes, lock-outs, casualties, acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riot, insurrection, war, pandemics or other causes beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.


H) Complete Agreement. This Agreement contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except such as are herein provided.

l) **Successors in Interest.** The covenants, agreements, terms, conditions and warranties of this Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, but shall create no rights in any other person except as may be specifically provided for herein.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the first date written above.

Alyssa Hendrix, Managing Member  • 01/14/2026

Landlord Full Name and Title (Print) Landlord Signature and Date

Jarrod Oborny owner  01-12-26

Tenant/Personal Guarantee Full Name and Title (Print) Tenant/Personal Guarantee Signature & Date

Nathan P. Steinbeck owner  01/13/26

Tenant/Personal Guarantee Full Name and Title (Print) Tenant/Personal Guarantee Signature & Date

2/7/2026; Addition to Tenant legal name: Pour Choices Pints and Plates, LLC. 
JO
NS

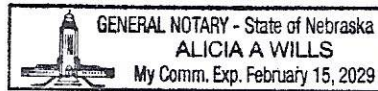
NEBRASKA NOTARY ACKNOWLEDGMENT

State of Nebraska County of Lancaster ~~Seward~~

The foregoing instrument was acknowledged before me this 12th day of January, 2026, by

Jerrod Osborny and

Alicia A Wills



Signature of Person Taking Acknowledgement (Seal)

Title or Rank: Customer Service manager Serial Number: _____

My Commission Expires: February 15, 2029

NEBRASKA NOTARY ACKNOWLEDGMENT

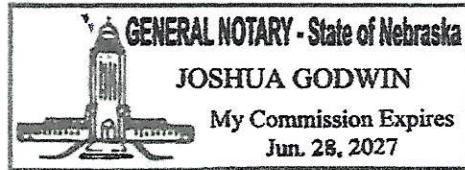
State of Nebraska County of Douglas (DC) ~~Seward~~

The foregoing instrument was acknowledged before me this 13th day of January, 2026 by

Nathan P. Steinbach and

Signature of Person Taking Acknowledgement (Seal)

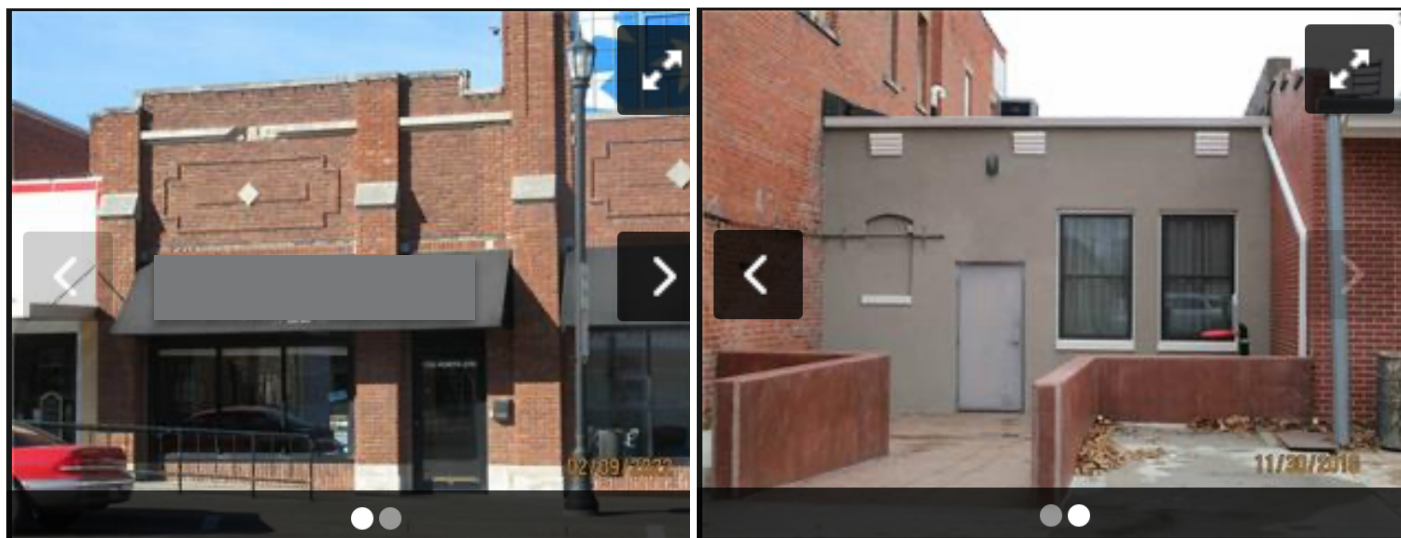
Joshua Godwin



Title or Rank: Notary Public Serial Number: _____

My Commission Expires: 6/28/2027

EXHIBIT "A"



Parcel ID	800072952
Property Address	133 N 6TH ST SEWARD
Legal Description	SEWARD ORIGINAL TOWN BLOCK 7 N 1/2 LOT 5 - TL 28 <i>(Note: Not to be used on legal documents or any document to be recorded)</i>
Acres	0.06
Tax ID #	800072952
Class	Commercial
Sec/Twp/Rng	
Tax District	5
School District	401 - Seward SD9

28'

Stairs

16'

Basement

28'

16'

- A. Consideration of a Resolution Recommending Approval of a Class C Liquor License for Pour Choices Pints and Plates, LLC

RESOLUTION NO. 2026-10

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

WHEREAS, Notice of Application for a Class C Liquor License for Pour Choices Pints and Plates, LLC, dba Pour Choices, 133 N 6th Street, Seward, Nebraska was published in the Seward County Independent on March 25th and April 1, 2026; and,

WHEREAS, a public hearing was held before the Mayor and Council of the City of Seward on April 7, 2026;

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Seward, Nebraska, that recommendation be made to the Nebraska Liquor Control Commission that a Class C Liquor License for Pour Choices Pints and Plates, LLC, dba Pour Choices, 133 N 6th Street, Seward, Nebraska be approved.

The Mayor declared the resolution adopted.

Dated: April 7, 2026

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

(SEAL)

B. Consideration of a Request to Recommend Jarrod Oborny as Manager of Class C Liquor License for Pour Choices Pints and Plates, LLC



City of Seward
Police Department
Chief Brian W. Peters

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

March 11, 2026

Derek Bargmann
City Clerk
City of Seward, Nebraska

RE: Liquor License Application – Pour Choices (133 N. 6th St.)

Derek,

There are no pertinent contacts on record with the Seward Police Department regarding the new owners, Jarrod Oborny and Nathan Steinbach. Therefore, we recommend issuing the liquor license.

Feel free to contact me if you have any questions.

Regards,

Brian W. Peters

Brian W. Peters
Chief of Police

ADMINISTRATIVE ITEMS

1. Consideration of a Seward Foundation Application:
 - A. Seward Memorial Library - Main Level Meeting Room Makeover - Library Director Baker



Grant Request Form

Name of Project: Main Level Meeting Room Makeover 2 Contact Name: Becky Baker

Address: Seward Memorial Library 233 S. 5th St Phone: 402 643 3318

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.

After 23 years of use by the public, government agencies, and the library, the Main Level Meeting
Room is in definite need of refurbishing. Last fiscal year this room was used nearly 275 times,
excluding library use; a very popular area for sure. The mechanical blinds need to be replaced to
ensure the darkness of the room for technological presentations (the current ones often come out
of their tracks), the badly dinged-up walls need vinyl covering to help prevent further damage, and

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?

Because this room is used by the public, businesses, and other agencies besides the library, we
want it to look the best it can. The technology in the room is great, now the room itself needs to
reflect positively on the library. There is no charge to use the room, making it a popular choice in
Seward. It is easily accessible, even after hours, which is another plus. Free parking, the main
street location, few restrictions on use, and close proximity to City Hall are additional highlights.
Many out-of-town agencies and businesses use this room; we believe it needs to reflect the best of
Seward. A plaque thanking all donors to this project can be posted inside the room itself.

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

TOTAL PROJECT COST:

SOURCES OF FUNDS	USE OF FUNDS
Seward Foundation	Blinds replacement
Seward County Gives	Wall covering, blinds replacement
Seward Library Foundation	Chair replacement
Friends of Seward Library	Blinds replacement
Seward Memorial Library budget	Supporting all aspects of project as needed

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 Memorial Library

How did you arrive at the budget figures?

Estimates from associated companies/installers

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

It will start the project, put together with other donations will hopefully finish the project as well.

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

Seward Library Foundation (\$3,250 for chairs), Friends of Seward Library (\$1,000 towards blinds), Seward County Gives (\$5,885 for wall covering plus money towards blinds), Seward Memorial Library budget (remaining funds needed)

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

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?

Seward Memorial Library will maintain the area through our normal building programs.

Other Information:

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

New

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

Seward Memorial Library staff and Kent Munster from The Clark Enersen Partners volunteered his expertise

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

Staff of Seward Memorial Library will work to maintain the appearance of this room.

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

Yes, we are ready to move forward at any time.

[PRINT FORM](#)

[SUBMIT FORM](#)

Seward Memorial Library
Main Level Meeting Room Makeover 2026

Wall covering project	\$5,885	Seward County Gives
Replacement of mechanical blinds	\$12,750	Seward Foundation, Friends of Seward Library, Seward County Gives
Replacement of Executive chairs (10)	<u>\$3,250</u>	Seward Library Foundation
	\$21,885	

Seward Memorial Library budget can, to some extent, support activities from previous unspecified donations received, if funding falls short.

2. Consideration of Approval of a Construction Contract with Jolma Utilities LLC in the Amount of \$2,878,989 for the Seward Industrial Substation Expansion Project - Electric Superintendent Hochstein
3. Presentation by Black Hills Energy and Consideration of Approval on Plan to Relocate Town Border Station 1 (TBS1) through Wilderness Park - City Engineer Oneby

From: [Nelson, Craig](#)
To: [Michael Oneby](#)
Cc: [Sara Van Cura](#); [Tim Dworak](#); [Greg Butcher](#); [Hohnholt, Jeffrey](#); [Peters, Jennifer](#); [Schmitz, Douglas](#); [Andazola, Jessie](#)
Subject: RE: Black Hills energy New route for Seward TBS 1-City Council Agenda
Date: Wednesday, April 1, 2026 1:42:43 PM
Attachments: [image001.png](#)

Good afternoon,

Attached are the maps for the route we would like to take for the Seward TBS 1 project. Couple highlighted notes for this project are below. Tentative schedule would be May-July. I will communicate project start out ahead of time. Right now, it depends on approvals and material availability. Jeff Hohnholt will be at Tuesday meeting on Black Hills behalf. Let me know if I can answer any questions ahead of meeting.

- Operating Pressure-120 psi
- Max allowable operating pressure-125 psi.
- Line will odorized natural gas from new TBS 1 site.
- Material will be 6" PE 3408 plastic pipe
- Most of the new line will be directionally bored
- Line will have tracer wire to properly locate gas main.
- Any residential sewer services we cross will be camera
- Line will be leak surveyed every three years.

Thanks,

Craig Nelson | Black Hills Energy
Utility Construction Planner Senior
Mobile: 402-461-9440
www.blackhillsenergy.com

From: Nelson, Craig
Sent: Friday, March 27, 2026 7:56 AM
To: Michael Oneby <Michael.Oneby@cityofsewardne.gov>
Cc: Sara Van Cura <Sara.VanCura@cityofsewardne.gov>; Tim Dworak <tim.dworak@cityofsewardne.gov>; Greg Butcher <Greg.Butcher@cityofsewardne.gov>; Hohnholt, Jeffrey <Jeffrey.Hohnholt@blackhillscorp.com>; Peters, Jennifer <Jennifer.Peters@blackhillscorp.com>; Schmitz, Douglas <Douglas.Schmitz@blackhillscorp.com>; Andazola, Jessie <Jessie.Andazola@blackhillscorp.com>
Subject: RE: Black Hills energy New route for Seward TBS 1-City Council Agenda

Good morning,

Thank you for the quick review of the maps. Black Hills would like to get on the agenda for the April 7 city council meeting. Mike and I drove and discussed project yesterday. I will follow up with new maps for city council meeting. Jeff Hohnholt will be in attendance for me during the meeting. Sorry I can't attend. I coach a youth baseball team, and we have games that night. I am confident between Jeff and Mike they will be able to handle any questions or concerns.

Thanks,

Craig Nelson | Black Hills Energy
Utility Construction Planner Senior
Mobile: 402-461-9440
www.blackhillsenergy.com

From: Michael Oneby <Michael.Oneby@cityofsewardne.gov>
Sent: Thursday, March 26, 2026 6:47 AM
To: Nelson, Craig <Craig.Nelson@blackhillscorp.com>
Cc: Sara Van Cura <Sara.VanCura@cityofsewardne.gov>; Tim Dworak <tim.dworak@cityofsewardne.gov>; Greg Butcher <Greg.Butcher@cityofsewardne.gov>
Subject: RE: Black Hills energy New route for Seward TBS 1

**** EXTERNAL EMAIL. Is this an expected email? STOP and THINK before clicking links or opening attachments. ****

Hi Craig,

The City is good with this alignment. We'll need easement documents, and seek Council approval to sign the easements.

Let us know next steps.

Best regards,

Mike



Michael Oneby, P.E.
City Engineer
City of Seward, Nebraska

p: 402-643-2928/ Ext 203
a: 142 N. 7th Street, Seward NE 68434

w: www.cityofsewardne.gov



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From: Nelson, Craig <Craig.Nelson@blackhillscorp.com>

Sent: Wednesday, March 25, 2026 2:34 PM

To: Sara Van Cura <Sara.VanCura@cityofsewardne.gov>; Tim Dworak <tim.dworak@cityofsewardne.gov>; Michael Oneby <Michael.Oneby@cityofsewardne.gov>; Greg Butcher <Greg.Butcher@cityofsewardne.gov>

Subject: Black Hills energy New route for Seward TBS 1

Importance: High

Good afternoon,

I put these maps together quick to show you all the route we plan to take with the 6" PE to current TBS site across from the daycare. Also is attached is easement that we are getting from Tim Hughs along with new location of TBS site. Please review and let me know if you have any questions. We would like to get this approved soon by city. Once I have city approval, I will order survey along Bluff Road. Also, I will be in Seward tomorrow morning if you want to have quick meeting.

Thanks,

Craig Nelson | Black Hills Energy
Utility Construction Planner Senior
Mobile: 402-461-9440
www.blackhillsenergy.com

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Blue line will be 6" PE 3408 Plastic pipe. The main will operate at 120 psi and have a 125 MAOP. We will be in utility easement and private easement along Bluff road. We will cross creek in city property. On E Bek Ave we will be on the south side of ROW.



Walz Human Performance Complex

300ft



Line in Blue is 6" PE 3408 Gas Main. We would be on the North side of E Bek Ave in the city utility easement close to sidewalk if we can. When we get to N Columbia we would like to be in city easement on the east side of the road. They we would go into the current TBS site across from daycare.

DRS 1

200ft

**CITY ADMINISTRATOR'S REPORT
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 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