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

**Tuesday, April 21, 2020 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 21, 2020, in Municipal Building Council Chambers 142 North 7th St, Seward, NE 68434, which meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

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

**MEETING BEING HELD VIA VIDEO/TELE-CONFERENCE UNDER STATE OF NEBRASKA, GOVERNOR PETE RICKETTS, EXECUTIVE ORDER NO. 20-03 (CORONA VIRUS- PUBLIC MEETINGS REQUIREMENT WAIVER)**

**TO PARTICIPATE - Join Via Computer, Tablet, or Smart Phone:**
**Enter this URL into your Browser: https://zoom.us/join**

**Enter Meeting ID: 920 7571 5816**

**TO PARTICIPATE - Join Via Telephone - call one of the numbers below:**
**1-669-900-6833**
**1-346-248-7799**

**Enter Meeting ID: 920 7571 5816**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS**

This is an Open Meeting of the Seward Nebraska Governing Body. The City of Seward abides by the Nebraska Open Meetings Act in conducting business. A copy of the Nebraska Open Meetings Act is displayed on the north wall of this meeting room facility as required. Disclosure of meeting recording processes is posted in the Meeting Room. A participant sign-in sheet is available for use by any Citizen addressing the Council. Presenters shall approach the podium, state their name & address for the Clerk's record and are asked to

limit remarks to five minutes. All remarks shall be directed to the Mayor who shall determine by whom any appropriate response shall be made. The City of Seward reserves the right to adjust the order of items on this Agenda if necessary and may elect to take action on any of the items listed.

**ROLL CALL**

**MINUTES**

1. Draft Minutes of April 7, 2020- City Clerk Otte

**CONSENT AGENDA**

1. Claims & Payables Reports
2. City Treasurer Report
3. Police Department Report
4. Infrastructure Cost Items Reimbursable Back to the City

**CONFIRMATION OF MAYOR APPOINTMENTS**

1. Appoint Robert M. (Bob) Miers to Position of Street Superintendent
   A. Conduct Oath of Office

**ADMINISTRATIVE ITEMS**

1. Professional Services Agreement with Olsson for Material Testing Services for East Seward Street Project - City Administrator Butcher
2. Agreement with JEO Consulting Group, Inc for Survey Services for East Seward Street Improvement Project Construction Staking - City Administrator Butcher
3. Resolution Adopting New Flood Insurance Rate Maps for the City of Seward and the City's Two-mile Extraterritorial Jurisdiction - City Administrator Butcher
   *(Individual map panels accessible at: https://msc.fema.gov/portal/advanceSearch)*
4. Award Downtown Revitalization Program (CDBG 17DTR-107) Forgivable Loans: - City Administrator Butcher

   A. Scott Dinslage, 511 Bradford Street, $10,037.50
   B. Kach Roberts BLDG, LLC, 647 Seward Street, $50,000.00
   C. Michael Mullally, 510 Seward Street, $2,250.00
   D. Alison Koch, 514 Seward Street, $3,398.88
   E. Thomas Suhr & Mark Suhr, 141 N. 5th Street, $1,977.50
   F. Thomas Suhr & Mark Suhr, 145 N. 5th Street, $4,433.50

**REPORTS**

1. City Administrator's Report - City Administrator Butcher

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINSTRATIVE ACTION**

**MOTION TO ADJOURN**

April 7, 2020

The Seward City Council met at 7:00 p.m. on Tuesday, April 7, 2020, via conference call, allowed under State of Nebraska, Governor Pete Ricketts, Executive Order No. 20-03 (Corona Virus – Public Meetings Requirement Limited Waiver), dated March 17, 2020, with Mayor Joshua Eickmeier presiding and Assistant Administrator /Clerk-Treasurer /Budget & Human Resources Director Bonnie Otte recording the proceedings. Upon roll call, the following Councilmembers were present: Jonathon Wilken, Ellen Beck, Sid Kamprath, Jessica Kolterman, Karl Miller, John Singleton, Chris Schmit, Alyssa Hendrix. Absent: None. Other officials present: City Administrator Greg Butcher and City Attorney Kelly Hoffschneider.

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

THE PLEDGE OF ALLEGIANCE

Mayor Eickmeier announced that a copy of the Agenda for this meeting is posted on the north wall of the Municipal Building and copies are available on the north wall where a copy of the Open Meetings Act is also posted for public inspection. He also noted that any citizen participating in the conference call wishing to address the Council, should state their name and address and limit their comments to five minutes. All remarks should be directed to the Mayor/Chairperson, who will then determine who will make any appropriate response. The City of Seward reserves the right to adjust the order of items on this agenda if necessary and may elect to take action on any of the items listed.

1. APPROVAL OF MINUTES OF MARCH 17, 2020 COUNCIL MEETING

Councilmember Schmit moved, seconded by Councilmember Beck, that the minutes of the March 17, 2020 City Council meeting be approved.

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

2. APPROVAL OF MINUTES OF MARCH 25, 2020 SPECIAL COUNCIL MEETING

Councilmember Schmit moved, seconded by Councilmember Miller, that the minutes of the March 25, 2020 City Council special meeting be approved.

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

1-2. CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Reports
2. Infrastructure Cost Items Reimbursable Back to the City

April 7, 2020

CLAIMS LIST
4-7-20
COUNCIL MEETING

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

| | | | |
|---|---|---|---|
| Alarmlink Usa | Bu | | 383.40 |
| Altec Industries Inc | Su | | 175,906.38 |
| Amazon.Com Credit Service | Su | | 658.89 |
| American Fence Co Lincoln | Ci | | 7,295.00 |
| Baker & Taylor | Su | | 1,750.40 |
| Baldinger Charlotte | Mi | | 40.25 |
| Benes Service | Su | | 353.16 |
| Blue Cross Blue Shield Ne | Ins | | 50,298.07 |
| Bluestem Network LLC | Se | | 100.00 |
| Bode, Adam | Ex | | 90.00 |
| Border States Industries | Re, Su, Ci | | 32,155.22 |
| Bork Ronald / Marilyn | Misc | | 25.33 |
| Bruning State Bank | Golf Cart Lease | | 2,860.00 |
| Burlington Northern Santa | Fees | | 517.85 |
| Callaway Golf | Merchandise | | 924.00 |
| Campbell Cleaning | Se | | 1,200.00 |
| Capital Business-Dallas | Eq | | 1,028.90 |
| Caterpillar Financial | Eq Lease | | 1,134.92 |
| Cedar Falls Public Lib | Ex | | 20.00 |
| Chase Card Service | | | 6,656.99 |
| AMZN Mktplace | Su, Eq, Bu | 600.12 | |
| Walmart | Su, Bu, Re, Meals | 602.51 | |
| Harbor Freight | Su | 197.28 | |
| Sherwin Williams | Bu | 330.08 | |
| Ohio Power Tool | Tools | 777.66 | |
| Lou & Mary Annes Bar | Meals | 172.70 | |
| Fort Tuff | Un | 721.94 | |
| Paypal*Bzdurski Ebay | Tools | 73.83 | |
| SamsClub | Su, Meals | 562.81 | |
| Runza | Meals | 149.17 | |
| Super Saver | Meals, Su | 15.90 | |
| GoDaddy.com | Ex | 559.96 | |
| Ehlers Electronics | Eq | 134.88 | |
| Pac N Save | Su | 65.36 | |
| Talech | Ex | 67.00 | |
| MSFT | Ex | 105.94 | |
| Amazon.com | Su | 575.70 | |
| Lancastercoextension | Trng | 47.00 | |
| Wilson Sporting goods | Re, Su, Ci | 398.56 | |
| Uline Ship Supplies | Re, Su, Ci | 112.97 | |
| Blackburn Mfg | Gu | 121.39 | |
| American Legion Emblem | Su | 27.66 | |
| Ni State Payport | Bu | 76.87 | |
| Interstate All Battery | Bu | 24.70 | |
| Intl Code Council | Dues | 135.00 | |
| Chelewski Kent | Ex | | 60.00 |
| City Seward Electric Fund | Ut | | 32,197.10 |
| City Seward Library Petty | Su | | 262.88 |
| City Seward Payroll Accou | Payroll | | 135,211.08 |
| Coast To Coast Solutions | Un | | 95.19 |
| Commonwealth Electric Co | Ci | | 8,381.00 |
| Core Robert | Ex | | 90.00 |
| Crooked Creek Golf Club | Su | | 150.00 |

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|---|---|---|
| Danko Emergency Equipment | Eq, Tools | 2,020.77 |
| Duer Bryan | Ex | 90.00 |
| Dworak Tim | Ex | 90.00 |
| Eakes Office Solutions | Su, Un | 40.83 |
| Emergency Medical Product | Su | 1,700.41 |
| Environmental Resource | Se | 636.17 |
| Farmers Coop Seward | Su | 7,020.00 |
| Fastenal Company | Su, Gu, Bu | 895.46 |
| Fisher Zachary G | Ex | 90.00 |
| Galls LLC | Su, Un | 226.41 |
| General Fire & Safety Eq | Bu | 287.00 |
| Gerhold Concrete Co Inc | Su, Re | 1,187.25 |
| Great Plains Communication | Se | 586.00 |
| Hach Company | Su | 3,000.00 |
| Hans Jared | Ex | 90.00 |
| Hansen Dan | Ex | 90.00 |
| Hartmann Custom Service C | Ci | 1,410.00 |
| Herald Cody | Ex | 90.00 |
| Hireright LLC | Se | 104.93 |
| Hobson Automotive & Tire | Re | 604.30 |
| Hoffschneider Law Pc LLO | SE | 5,121.20 |
| Husker Electric Supply Co | Inv, Su, Ci | 5,833.09 |
| Jackson Services Inc | Su | 137.32 |
| Jacobsen Rock & Gravel | Su | 3,173.02 |
| Janicek Gary M | Ex | 90.00 |
| John Henry's | Re | 75.00 |
| Jones Automotive | Ex | 110.00 |
| Kahler Daniel S | Ex | 90.00 |
| Kocian Tyler | Ex | 90.00 |
| Konica Minolta Business | Su | 19.72 |
| Kramer Alanna | Refnd | 60.00 |
| Krueger William Kent | Misc | 500.00 |
| Last Mile Network Consult | Se | 90.00 |
| Lincoln Tree Service Inc | Se | 5,500.00 |
| Lincoln Winwater Works | Su | 246.10 |
| Matheson Tri-Gas Inc | Su | 15.18 |
| Mcbride Trucking & Excav | Su, Re | 705.38 |
| Mcvicker Auto Trim/Tops | Re | 150.00 |
| Menards North | Bu, Su | 171.41 |
| Mid-American Benefits Inc | Ins | 592.37 |
| Midwest Service & Sales | Re | 431.00 |
| Midwest Turf & Irrigation | Re | 91.72 |
| Miers Robert M | Ex | 90.00 |
| Murphy Tractor & Equip | Re | 1,927.90 |
| Nebraska D A S Acct OCIO | Se, Ex | 231.00 |
| Nebraska Equipment Inc | Re, Su, Gu | 161.92 |
| Nebraska Health Environment | Se | 353.00 |
| Nebraska Society Cert | Dues | 145.00 |
| Nifco Mechanical Systems | Ins | 200.00 |
| Norris Public Power Dist | Ut | 1,905.26 |
| O C L C Inc | Se | 208.30 |
| Oborny Tanner | Ex | 90.00 |
| O'Keefe Elevator Co Inc | Ma | 2,020.05 |
| O'Kief John F | Ex | 90.00 |
| O'Reilly Automotive Inc | Re, Ma | 40.71 |
| Orscheln Farm & Home | Gu, Bu, Re, Su, Tools | 328.45 |
| Pedersen Brent | Ex | 90.00 |
| Plains Equipment Group In | Re | 137.99 |
| Plunkett's Pest Control | Bu | 61.61 |
| Policky Brandon A | Ex | 90.00 |
| Pollak Cody | Ex | 90.00 |
| Pollak Douglas W | Ex | 90.00 |

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|---|---|---|---|
| Precision Tool & Machine | Su | | 22.00 |
| Principal Financial Group | Ins | | 2,201.08 |
| Quill Corp | Su | | 501.52 |
| Range Servant America Inc | Eq | | 5,581.15 |
| Rathjen Shad | Ex | | 90.00 |
| Richtig Tim L | Ex | | 90.00 |
| Rouse Stephanie | Misc | | 50.00 |
| Sam's Club (Lib-Rec-Pool) | Bu | | 40.56 |
| Sargent Drilling Inc | Se, Gu | | 1,056.80 |
| Science Tellers | Misc, Ex | | 325.00 |
| Seward County Chamber & D | Ex | | 291.55 |
| Seward County Treasurer | Vehicle Sales Tax | | 12,315.64 |
| Short Elliott Hendrickson | Se | | 3,504.11 |
| Skinner Melanie | Refnd | | 35.00 |
| Smith Michael | Ex | | 90.00 |
| Suhr & Lichty Insurance A | Ins | | 533.00 |
| Time Warner Cable | Se | | 700.35 |
| Total Tool Supply Inc | Tools | | 1,423.23 |
| Ty's Outdoor Power & Serv | Re | | 75.54 |
| U S Cellular | Se | | 214.19 |
| Utica Baseball | Fees | | 250.00 |
| Verizon Wireless | Se | | 300.77 |
| Visa - Pinnacle Bank | | | 721.65 |
| Pla Virtual Conference | Trng | 275.00 | |
| Collaborative Summer | | 107.60 | |
| Harlequin | Su | 43.39 | |
| Neblibassoc | Trng | 35.00 | |
| Bluestem Network | Se | 100.00 | |
| Walmart | Su | 30.74 | |
| Valentinos | Ex | 29.96 | |
| Dollar General | Su | 75.00 | |
| SamsClub | Su | 24.96 | |
| Watson Wendell B | Ex | | 90.00 |
| Wesco Distribution Inc | Ci | | 700.85 |
| Wildlife Encounters | Ex, Misc | | 425.00 |
| Wynegar Ann | Refnd | | 35.00 |
| Zeigler Terry | Misc | | 50.00 |
| Zero9 Holsters | Eq | | 257.15 |
| | CLAIMS TOTAL | | $544,062.88 |

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

**ADMINISTRATIVE ITEMS**

1. UPDATE ON SEWARD COMMUNITY RESPONSE TO COVID-19- CORONAVIRUS

Roger Reamer, CEO of Memorial Health Care Systems and Laura McDougall, Executive Director of Four Corners Health Department provided a brief update on the Seward County's community response to the COVID-19 Coronavirus pandemic. No action taken.

2. ORDINANCE ADOPTING DIRECTED HEALTH MEASURES; TO HELP PREVENT, LIMIT, OR SLOW THE SPREAD OF THE NOVEL CORONAVIRUS (COVID-19) AMONG THE CITIZENS OF THE CITY OF SEWARD

City Administrator Butcher presented a draft ordinance mirroring language in Directed Health Measures (DHM) issued in Omaha, Lincoln, Douglas and Lancaster County, whereby social distancing of the recommended six feet be enforced in businesses, such as salons, tattoo and massage businesses. He stated when the DHM was issued for these neighboring communities, businesses who could no longer

stay open and meet the DHM, began contacting Seward and surrounding communities about temporarily renting space or chairs to serve their clients.

Some of the businesses in Seward (hair and nail salons, massage businesses, etc.) chose to close their doors to the public in the best interest of the community and the patrons they serve. However, there is still confusion with the current Four Corners Directed Health Measures and what is happening in Lincoln and Omaha. Mr. Butcher stated the City has been contacted by several of these Seward businesses stating they do not feel the DHM (for Seward) will be effective without an Ordinance specifically addressing the matter.

Mayor Eickmeier added that with the population from Seward that moves to and from Lincoln and Omaha for work purposes, it only makes sense to be consistent with their restrictions for social distancing, relevant to specific business.

Roger Reamer, CEO Memorial Health Care Systems stated it is a good approach. Laura McDougall, Four Corners Health stated several of the area salons chose to close. However, it may be beneficial for the small businesses in applying for COVID-19 specific program loans, assistance, etc. if there was an ordinance that specifically addressed maintaining the social distancing within the business.

Linda Molthan, Cutting Corner, 600 Seward St., stated she voluntarily closed her business when she heard a couple of her customers had been out of stated in "hot-spot" areas such as California and Colorado. She said she has concern for her customers in the salon and feels there is no way this type of business can continue to operate and keep the six foot distance. She said she has received calls from outside the community wanting her to provide them with salon services and that is a concern. There is no way of knowing where these people have been or if there are health concerns. She said she is in favor of adopting the restrictive ordinance. She added that she is in the process of working through several of the small business assistance opportunities and feels the mandate specified by the ordinance would assist in applying for these programs.

Mayor Eickmeier noted that he has contacted the Governor's office and hopes to have a meeting by the end of the week with the Chief of Staff to share some of the frustrations small business owners are having in qualifying for the program assistance.

City Attorney Hoffschneider stated that if the Council chooses to adopt the ordinance, he recommends one additional motion declaring an emergency whereby the ordinance goes into effect immediately upon publication.

City Administrator stated the ordinance would remain in effect until May 6, 2020, or as extended by the Council.

City Attorney Hoffschneider added that fines are listed as in other sections of the Municipal Code book and enforcement would be handled by the Police Department. He added that the Attorney General's office provided guidance on the language in the ordinance.

Mayor Eickmeier stated his hope is that citations will not have to be issued and that once the Police Department makes contact with businesses that are not in compliance and provide the outlined restrictions of the ordinance and provide some education, that the matter will be resolved.

Jonathan Jank and Zane Francescato, Seward Community Chamber & Development Partnership, commented that in their communication with the Small Business Administration, the DHM's are not the driving force as to whether small businesses qualify for the COVID-19 program assistance, but rather individual finances. Each business is asked to provide prior years' finance statements and this is what determines that the COVID-19 is impacting their current income and cash flow.

Ordinance No. 2020-11 adopting directed health measures; to help prevent, limit, or slow the spread of the novel coronavirus (COVID-19) among the citizens of the City of Seward was adopted.

Councilmember Schmit moved, seconded by Councilmember Wilken, that an emergency be declared and that Ordinance No. 2020-11 be effective immediately upon passage and publication.

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

3. CLAIM OF KEVAN STEPP, 1038 MAIN STREET, SEWARD FOR PERSONAL PROPERTY DAMAGE

City Administrator Butcher presented a claim from Kevan Stepp, 1038 Main Street. He stated Mr. Stepp is claiming personal property damage (driveway and landscaping) following a water main break and repair in 2019, in the easement of Mr. Stepp's property. There is no specific dollar amount listed in the claim. He said there have been several attempts to make the repairs and Mr. Stepp is not happy with the results. He recommended forwarding to the City's Attorney and insurance carrier for review and disposition.

Councilmember Schmit moved, seconded by Councilmember Beck that the claim of Kevan Stepp, 1038 Main Street, Seward, for personal property damage be forwarded to the City's insurance carrier and City Attorney for review and disposition.

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

4. ORDINANCE ANNEXING WALMART SUBDIVISION, NORTH ADDITION, LOTS 2 & 3 TO THE CITY OF SEWARD

Mayor Eickmeier read Ordinance No. 2020-7 on third and final reading.

Ordinance No. 2020-7 annexing Walmart Subdivision, North Addition, Lots 2 & 3 to the City of Seward was adopted. Ordinance No. 2020-7 annexing Walmart Subdivision, North Addition, Lots 2 & 3 to the City of Seward was adopted.

Councilmember moved, seconded by Councilmember , that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and approving: **Ordinance No. 2020-7**, "AN ORDINANCE DECLARING THE ANNEXATION OF CERTAIN CONTIGUOUS AND ADJACENT TRACTS OF LAND, URBAN AND SUBURBAN IN CHARACTER, MORE SPECIFICALLY LOTS 2 & 3, WALMART SUBDIVISION, NORTH ADDITION TO THE CITY OF SEWARD, TO THE CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA, AND EXTENDING THE LIMITS THEREOF ACCORDINGLY; TO DESCRIBE THE REAL ESTATE TO BE ANNEXED AND ITS BOUNDARIES; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT; and, **Ordinance No. 2020-11**, "AN ORDINANCE TO ADOPT DIRECTED HEALTH MEASURES; TO HELP PREVENT, LIMIT, OR SLOW THE SPREAD OF THE NOVEL CORONAVIRUS (COVID-19) AMONG THE CITIZENS OF THE CITY OF SEWARD; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND, TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT", be preserved and kept in a separate and distinct volume known as "Ordinance Record, City of Seward, Nebraska", and that said separate and distinct volume be incorporated in and made a part of these proceedings and the same as though it were spread at large herein.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: None

Absent: None. Motion carried.

5. AGREEMENT FOR PROFESSIONAL ENGINEERING WITH SHORT ELLIOTT HENDRICKSON, INC. FOR PREPARATION OF PLANS AND SPECIFICATIONS, OBTAIN PERMITS AND EASEMENTS AND PROVIDE BID PHASE SERVICES FOR WASTEWATER TREATMENT PLANT OUTFALL DESIGN

City Administrator Butcher stated three bids were received for providing professional engineering services for the Wastewater Treatment Plant outfall design. Short Elliott Hendrickson, Inc. provided the lowest quote. He stated this is the first phase in updating the treatment plant by changing the outfall design.

Jake Vasa, Engineer with Short Elliott Hendrickson, Inc., explained that the current outfall is into Plum Creek. The new outfall design will be to the Big Blue River which is a larger body of water. He stated that the State limits the concentration that can be released into any body of water. If the body of water is larger, the release can be more without increasing the concentrations. This allows the City to process more wastewater and provides a greater timeline in moving toward a larger facility.

Councilmember Schmit moved, seconded by Councilmember Kamprath, that the professional engineering services agreement with Short Elliott Hendrickson, Inc. for preparing plans and specifications, obtaining permits and easements, and providing bid phase services for the Wastewater Treatment Plant outfall design be approved.

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

6. SEWARD FOUNDATION APPLICATIONS

Becky Baker, Library Director presented one application from Seward Memorial Library for meeting room technology upgrades, in particular, larger screen and built-in projector and accompanying sound system. The project budget and request provides three separate options: 1) screen and projector; 2) screen, projector and sound system; or, 3) screen projector, and integrated sound/video system. When asked which option she prefers, she stated she would prefer the screen with integrated system. She said there are a lot of community users of the equipment and she has been told the proposed equipment is very user friendly.

Councilmember Schmit moved, seconded by Councilmember Beck that the application of Seward Memorial Library be forwarded to the Seward Foundation for recommendation of funding up to $10,000 for meeting room technology upgrade, in particular, larger screen and built-in projector and accompanying sound system.

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

**REPORTS**

1. CITY ADMINISTRATOR'S REPORT

City Administrator Butcher presented a verbal report.

Councilmember Schmit moved, seconded by Councilmember Hendrix, that City Administrator Butcher's verbal report of April 7, 2020 be accepted.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix

Nay: None
Absent: None. Motion carried.

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

MOTION TO ADJOURN

Councilmember Schmit moved, seconded by Councilmember Singleton, that the April 7, 2020 City Council Meeting be adjourned.

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

THE CITY OF SEWARD, NEBRASKA

_____
Joshua Eickmeier, Mayor

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

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CLAIMS LIST
4-21-20

COUNCIL MEETING

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

| | | |
|---|---|---|
| AKRS Equipment | Re | 51.98 |
| All Road Barricades Inc | Signs | 372.48 |
| Altec Industries Inc | Tools | 960.38 |
| Bartels Whitney | Refnd | 90.00 |
| Bishop Michael | Ex | 90.00 |
| Bizco Technologies | Se | 4,320.78 |
| Black Hills Energy | Ut | 987.32 |
| Blackburn Manufacturing Co | Re | 593.77 |
| Border States Industries | Su, Re, Un, Eq | 6,481.48 |
| Brown Heather | Refnd | 60.00 |
| Brunckhorst Kent | Ex | 90.00 |
| Bruning State Bank | Cart Lease | 2,860.00 |
| Callaway Golf | Su | 232.98 |
| Capital Business-Cheyenne | Ma | 160.00 |
| Carroll Construction Supp | Su | 2,433.49 |
| Cash-Wa Distributing Co | Su | 65.00 |
| Cihal Alan F | Ex | 90.00 |
| City Seward Buildings/Gr | Op/Ma | 3,000.00 |
| City Seward General Fund | Franchise Fees | 278,937.50 |
| City Seward Library Petty | Su | 80.16 |
| City Seward Merchant Serv | Ex | 2,442.54 |
| City Seward Payroll Accou | Payroll | 132,766.87 |
| Constellation Newenergy | Ut | 1,980.54 |
| Cross Creek Animal Health | Se | 60.00 |
| Curtis Jonathan | Refnd | 30.00 |
| Dollar General 1547 | Incentive | 320.00 |
| Durre Plumbing | Re | 290.00 |
| E M C Insurance Companies | Ins | 153.39 |
| Eakes Office Solutions | Su | 127.98 |
| Farmers Coop Seward | Su, Re | 2,680.18 |
| Fastenal Company | Su, Re | 189.26 |
| Firstar Fiber Inc | Se | 185.62 |
| Frisbie Dan | Refnd | 30.00 |
| Gerhold Concrete Co Inc | Re, Ci | 4,517.64 |
| Graybar | Ci | 3,616.60 |
| Hach Company | Su | 812.06 |
| Hall Nichole | Refnd | 30.00 |
| Hamilton Equipment Company | Re | 105.00 |
| Hobson Automotive & Tire | Re | 22.00 |
| Hochstein Jared | Ex | 90.00 |
| Home Depot Pro | Su | 72.94 |
| Husker Electric Supply Co | Inv, Re | 6,620.36 |
| Hydraulic Equipment Service | Tools | 69.36 |
| I E S Commercial Inc | Ci | 73,325.14 |
| IoT Integrators LLC | Se | 4,346.50 |
| J E O Consulting Group In | Se | 9,804.50 |
| Jack's Uniforms & Equipment | Eq | 426.84 |
| Jackson Services Inc | Su | 137.32 |
| Jacobsen Rock & Gravel | Su | 3,470.49 |
| Jones Bank | Eq | 17,395.78 |

| | | |
|---|---|---|
| K & Z Distributing | Su | 99.20 |
| Kennedy Heather | Refnd | 30.00 |
| Konica Minolta Business S | Ma | 40.27 |
| Krieser Drywall/Insulate | Re | 2,742.18 |
| Lee's Refrigeration | Eq | 8,738.28 |
| Lenning Breanne | Refnd | 90.00 |
| Lincoln Winwater Works | Re | 502.87 |
| M C 2 Inc | Ma | 385.90 |
| Memorial Health-Drug | Se | 34.00 |
| Menards North | Gu, Bu | 601.64 |
| Menards South | Su | 129.93 |
| Metering & Technology Sol | Re, Eq | 8,474.40 |
| Mid-American Benefits Inc | Ins | 2,467.88 |
| Midwest Auto Parts | Re, Su | 281.15 |
| Midwest Automotive | Re | 2,245.12 |
| Midwest Laboratories Inc | Se | 816.57 |
| Midwest Turf & Irrigation | Re | 94.40 |
| Ne Association Prop/Evid | Dues | 60.00 |
| Nebraska D A S Acct OCIO | Se | 231.00 |
| Nebraska Municipal Power | Dues | 2,599.56 |
| Nebraska Pub Pow-Desmoine | Incentive, Ut | 410,538.35 |
| Nebraska Treasurer | Fees | 62.22 |
| Niemann's Port-A-Pot Llc | Se | 200.00 |
| Norris Public Power Dist | Ut | 762.23 |
| Odeys Inc | Gu | 1,507.00 |
| Olsson | Se | 57,780.23 |
| One Call Concepts Inc | Se | 133.30 |
| One Source Background Che | Se | 19.00 |
| O'Reilly Automotive Inc | Su, Re, Ma | 51.19 |
| Orscheln Farm & Home | Su, Bu, Gu, Tools | 389.52 |
| Overhead Door Co-Lincoln | Bu, Re | 206.00 |
| Pac 'N' Save Discount Foo | Gu, Bu, Su, Tools, Meals | 3,306.18 |
| Paper Tiger Shredding | Se | 30.00 |
| Pecka Brook | Ex | 90.00 |
| Precision Tool & Machine | Su | 30.60 |
| Quality Brands Of Lincoln | Su | 203.65 |
| Quill Corp | Su, Eq | 811.86 |
| Reed Electric | Bu | 90.00 |
| Rose Equipment Inc | Re | 562.00 |
| Ruether Larry L | Ex | 90.00 |
| Sam's Club (Lib-Rec-Pool) | Bu, Su | 261.26 |
| Schemmer Architects Engin | Se | 1,275.00 |
| Seward Appliance Repair | Bu | 171.54 |
| Seward County Clerk/Reg D | Ex | 44.00 |
| Seward County Independent | Ex | 908.25 |
| Seward County Treasurer | Se | 18,692.50 |
| Seward Electronics | Tools | 152.39 |
| Seward Lumber & Home Cent | Gu, Su, Bu | 1,456.87 |
| Seward Machine & Tool | Re | 25.50 |
| Seward School District | Fines, Fees | 1,395.32 |
| Seward Wind LLC | Ut | 40,802.98 |
| Short Elliott Hendrickson | Se | 13,074.93 |
| Sirchie Fingerprint Labor | Su | 128.05 |
| Siteone Landscape Supply | Gu | 784.79 |
| Sparetime Lounge & Grill | Meal | 363.60 |
| St Louis Michelle | Ex | 90.00 |
| State Distributing Co | Su | 202.40 |
| Total Fire & Security Inc | Se | 245.00 |
| Trafficalm Systems | Re | 818.11 |
| Ty's Outdoor Power & Serv | Re | 52.79 |

| | | |
|---|---|---|
| Valentino's | Su | 47.39 |
| Verizon Wireless | Se | 211.92 |
| Wesco Distribution Inc | Su, Re | 3,718.66 |
| Wilcox Judy | Incentive | 800.00 |
| Windstream Nebraska Inc | Se | 1,874.91 |
| Woods & Aitken LLP | Se | 840.00 |
| | CLAIMS TOTAL | $1,164,042.07 |

| TREASURER'S REPORT | MONTH OF: | MARCH 2020 | | | | |
|---|---|---|---|---|---|---|
| VARIANCE AT: 50.00% | | | | | | |
| | REVENUE | CURRENT YTD | | UNEXPENDED | PREVIOUS YTD | DIFFERENCE |
| DEPARTMENT | BUDGET | REVENUE | VARIANCE | BALANCE | REVENUE | B/W BUDGET YEARS |
| ELECTRIC | 9,950,500 | 4,597,253.74 | 46.20% | 5,353,246.26 | 4,684,569.20 | (87,315.46) |
| ELEC BOND PYMT | | | | | | |
| WATER | 1,897,050 | 865,890.82 | 45.64% | 1,031,159.18 | 816,295.37 | 49,595.45 |
| WATER BOND PYMTS | | | | | | |
| WATER SINKING FUND | 20,000 | - | 0.00% | 20,000.00 | - | - |
| WASTEWATER TREATMENT | 1,535,750 | 793,400.91 | 51.66% | 742,349.09 | 764,333.48 | 29,067.43 |
| WWTW BOND PYMT | | | | | | |
| WWTW SINKING FUND | 15,000 | - | 0.00% | 15,000.00 | - | - |
| **TOTAL BUSINESS-TYPE FUNDS** | **13,418,300** | **6,256,545.47** | | **7,161,754.53** | **6,265,198.05** | **(8,652.58)** |
| LEGISLATIVE (LESS DONATIONS) | | | | | | |
| DONATIONS | | | | | | |
| LEGAL | | | | | | |
| POLICE | 7,350 | 3,969.91 | 54.01% | 3,380.09 | 2,817.14 | 1,152.77 |
| E911 | | | | | | |
| POLICE EQUITABLE SHARING | 100,000 | - | 0.00% | 100,000.00 | - | - |
| STREET | 5,564,147 | 543,960.08 | 9.78% | 5,020,186.92 | 521,495.83 | 22,464.25 |
| STREET STP | 144,386 | 144,381.90 | 100.00% | 4.10 | 572,444.52 | (428,062.62) |
| DEBT SERVICE | 570,412 | 570,791.90 | 100.07% | (379.90) | 136,976.91 | 433,814.99 |
| RAIL CAMPUS | 1,000 | 6,000.00 | 0.00% | (5,000.00) | - | 6,000.00 |
| CDBG ECON. DEV. LOAN FUND | 300 | 527.05 | 175.68% | (227.05) | 522.47 | 4.58 |
| CDBG AFFORD HOUSING | - | - | 0.00% | - | - | - |
| CDBG RURAL ENTERPRISE ASST | - | - | 0.00% | - | - | - |
| CDBG RAIL SITE | - | - | 0.00% | - | - | - |
| CDBG DOWNTOWN REVITAL GRANT | 308,000 | 134,390.63 | 43.63% | 173,609.37 | 10,494.00 | 123,896.63 |
| BLDGS & GRDS (CITY HALL) | 36,000 | 18,000.00 | 50.00% | 18,000.00 | 18,000.00 | - |
| CIVIC CENTER | 276,252 | 67,414.61 | 24.40% | 208,837.39 | 54,789.75 | 12,624.86 |
| LIBRARY (LESS LIB MAINT FUND) | 74,050 | 11,839.41 | 15.99% | 62,210.59 | 12,379.11 | (539.70) |
| LIBRARY MAINTENANCE FUND | 50 | 39.43 | 0.00% | 10.57 | 70.86 | (31.43) |
| PUBLIC PROPERTIES | 17,050 | 57,878.77 | 339.46% | (40,828.77) | 45,969.24 | 11,909.53 |
| CEMETERY | 40,000 | 26,850.00 | 67.13% | 13,150.00 | 23,478.29 | 3,371.71 |
| GOLF COURSE | 246,600 | 44,750.04 | 18.15% | 201,849.96 | 51,008.94 | (6,258.90) |
| NEW PARK DEVELOPMENT | 350 | 183.53 | 52.44% | 166.47 | 6,928.82 | (6,745.29) |
| NEW CEMETERY DEVELOPMENT | 500 | 547.19 | 109.44% | (47.19) | 539.44 | 7.75 |
| GUTHMAN TRUST - REGULAR | 260 | 223.71 | 86.04% | 36.29 | 162.73 | 60.98 |
| GUTHMAN TRUST - PAVING | 100 | 57.90 | 57.90% | 42.10 | 57.08 | 0.82 |
| PERPETUAL CARE - PRINCIPAL | 6,000 | 4,200.00 | 70.00% | 1,800.00 | 2,875.00 | 1,325.00 |
| PERPETUAL CARE - INTEREST | 500 | 618.41 | 123.68% | (118.41) | 583.09 | 35.32 |
| BLDGS & GRDS (OTHER) | 150 | - | 0.00% | 150.00 | - | - |
| BUILDING INSPECTION | 92,200 | 84,715.20 | 91.88% | 7,484.80 | 60,990.91 | 23,724.29 |
| FIRE (LESS DONATIONS) | 50,075 | - | 0.00% | 50,075.00 | 642.60 | (642.60) |
| FIRE DONATIONS | 100,000 | - | 0.00% | 100,000.00 | - | - |
| FIRE EQUIPMENT SINKING FUND | 62,200 | 1,568.85 | 2.52% | 60,631.15 | 1,014.51 | 554.34 |
| TREE BOARD | - | - | 0.00% | - | - | - |
| PLANNING COMMISSION | 5,100 | 2,721.00 | 53.35% | 2,379.00 | 41,007.25 | (38,286.25) |
| ENGINEER | 131,639 | 38,648.00 | 29.36% | - | - | 38,648.00 |
| DOWDING POOL (LESS DONATIONS) | 85,050 | 280.37 | 0.33% | 84,769.63 | 4,321.34 | (4,040.97) |
| POOL DONATIONS | 130,000 | - | 0.00% | 130,000.00 | - | - |
| CONCESSION STAND | 800 | - | 0.00% | 800.00 | - | - |
| SWIMMING LESSONS | 18,000 | - | 0.00% | 18,000.00 | - | - |
| RECREATION | 39,100 | 18,400.34 | 47.06% | 20,699.66 | 13,560.97 | 4,839.37 |
| SPORTS COMPLEX LIGHTS | 300 | 158.28 | 52.76% | 141.72 | 218.79 | (60.51) |
| SENIOR CENTER | 68,500 | 31,740.33 | 46.34% | 36,759.67 | 28,519.62 | 3,220.71 |
| SENIOR SHUTTLE | 3,088 | 1,583.15 | 51.27% | 1,504.85 | 1,599.27 | (16.12) |
| RECYCLING | 5,000 | 506.00 | 10.12% | 4,494.00 | 396.81 | 109.19 |
| ECONOMIC DEVELOPMENT | 257,902 | 123,000.65 | 47.69% | 134,901.35 | 150,935.30 | (27,934.65) |
| TAX INCREMENT FINANCING | 357,355 | 114,345.29 | 32.00% | 243,009.71 | 104,105.68 | 10,239.61 |
| GENERAL REVENUES | 4,166,635 | 1,358,532.48 | 32.61% | 2,808,102.52 | 1,134,932.18 | 223,600.30 |
| **TOTAL GOVERNMENTAL FUNDS** | **12,966,401** | **3,412,824.41** | 26.32% | **$ 9,460,585.59** | **$ 3,003,838.45** | **$ 408,985.96** |

(UNAUDITED)

| TREASURER'S REPORT | MONTH OF: | MARCH 2020 | | | | |
|---|---|---|---|---|---|---|
| VARIANCE AT: 50.00% | | | | | | |
| | EXPENDITURES | CURRENT YTD | | UNEXPENDED | PREVIOUS YTD | DIFFERENCE |
| DEPARTMENT | BUDGET | EXPENDITURES | VARIANCE | BALANCE | EXPENDITURES | B/W BUDGET YEARS |
| ELECTRIC | 11,219,036 | 5,357,167.63 | 47.75% | 5,861,868.37 | 4,537,050.91 | 820,116.72 |
| ELEC BOND PYMT | 495,934 | 444,977.50 | 89.73% | 50,956.50 | 438,577.50 | 6,400.00 |
| WATER | 2,060,915 | 701,741.05 | 34.05% | 1,359,173.95 | 571,051.36 | 130,689.69 |
| WATER BOND PYMTS | 400,220 | 142,867.80 | 35.70% | 257,352.20 | 144,273.05 | (1,405.25) |
| WATER SINKING FUND | 30,000 | - | 0.00% | 30,000.00 | - | - |
| WASTEWATER TREATMENT | 1,473,694 | 563,792.10 | 38.26% | 909,901.90 | 519,700.90 | 44,091.20 |
| WWTW BOND PYMT | 314,703 | 43,924.75 | 13.96% | 270,778.25 | 46,023.50 | (2,098.75) |
| WWTW SINKING FUND | - | - | 0.00% | - | - | - |
| **TOTAL BUSINESS-TYPE FUNDS** | **15,994,502** | **7,254,470.83** | **45.36%** | **8,740,031.17** | **6,256,677.22** | **997,793.61** |
| LEGISLATIVE (LESS DONATIONS) | 731,414 | 114,205.64 | 15.61% | 617,208.36 | 113,684.50 | 521.14 |
| DONATIONS | 100,000 | 12,097.68 | 12.10% | 87,902.32 | 880.00 | 11,217.68 |
| LEGAL | 69,299 | 38,076.19 | 54.94% | 31,222.81 | 27,994.38 | 10,081.81 |
| POLICE | 1,345,565 | 619,790.52 | 46.06% | 725,774.48 | 606,165.15 | 13,625.37 |
| E911 | 224,310 | 93,462.50 | 41.67% | 130,847.50 | 116,831.52 | (23,369.02) |
| POLICE EQUITABLE SHARING | 100,000 | - | 0.00% | 100,000.00 | - | - |
| STREET | 6,321,628 | 835,801.87 | 13.22% | 5,485,826.13 | 656,460.72 | 179,341.15 |
| STP FUNDS | 138,835 | 138,834.12 | 100.00% | 0.88 | 135,864.63 | 2,969.49 |
| DEBT SERVICE | 567,912 | 413,583.93 | 72.83% | 154,328.07 | 412,966.18 | 617.75 |
| RAIL CAMPUS | 40,000 | 29,246.67 | 73.12% | 10,753.33 | 17,573.26 | 11,673.41 |
| CDBG ECON. DEV. LOAN FUND | 2,000 | 99.00 | 4.95% | 1,901.00 | 817.28 | (718.28) |
| CDBG AFFORD HOUSING | - | - | 0.00% | - | - | - |
| CDBG RURAL ENTERPRISE ASST | - | - | 0.00% | - | - | - |
| CDBG RAIL SITE | - | - | 0.00% | - | - | - |
| CDBG-DOWNTOWN REVITAL GRANT | 308,000 | 95,934.95 | 31.15% | 212,065.05 | 10,494.30 | 85,440.65 |
| BLDGS & GRDS (CITY HALL) | 40,478 | 15,213.18 | 37.58% | 25,264.82 | 16,471.99 | (1,258.81) |
| CIVIC CENTER | 276,252 | 78,478.81 | 28.41% | 197,773.19 | 64,431.31 | 14,047.50 |
| LIBRARY (LESS BLDG. IMPRV) | 575,352 | 249,087.99 | 43.29% | 326,264.01 | 235,806.54 | 13,281.45 |
| LIBRARY MAINTENANCE FUND | 20,000 | 13,237.50 | 66.19% | 6,762.50 | - | 13,237.50 |
| PUBLIC PROPERTIES | 467,254 | 201,583.22 | 43.14% | 265,670.78 | 172,836.05 | 28,747.17 |
| CEMETERY | 200,279 | 74,971.93 | 37.43% | 125,307.07 | 68,564.68 | 6,407.25 |
| GOLF COURSE | 531,758 | 170,800.21 | 32.12% | 360,957.79 | 145,160.09 | 25,640.12 |
| NEW PARK DEVELOPMENT | 205,000 | 56,731.58 | 27.67% | 148,268.42 | 7,189.59 | 49,541.99 |
| NEW CEMETERY DEVELOPMENT | 1,000 | - | 0.00% | 1,000.00 | - | - |
| GUTHMAN TRUST - REGULAR | 145 | - | 0.00% | 145.00 | - | - |
| GUTHMAN TRUST - PAVING | - | - | 0.00% | - | - | - |
| PERPETUAL CARE - PRINCIPAL | - | - | 0.00% | - | - | - |
| PERPETUAL CARE - INTEREST | - | - | 0.00% | - | - | - |
| BLDGS & GRDS (OTHER) | 12,575 | 639.63 | 5.09% | 11,935.37 | 2,036.98 | (1,397.35) |
| BUILDING INSPECTION | 107,622 | 48,035.84 | 44.63% | 59,586.16 | 45,687.30 | 2,348.54 |
| FIRE (LESS DONATIONS) | 266,259 | 49,741.85 | 18.68% | 216,517.15 | 73,038.51 | (23,296.66) |
| FIRE DONATIONS | 100,000 | - | 0.00% | 100,000.00 | - | - |
| FIRE EQUIPMENT SINKING FUND | - | - | 0.00% | - | 600.00 | (600.00) |
| TREE BOARD | 2,550 | - | 0.00% | 2,550.00 | 542.01 | (542.01) |
| PLANNING COMMISSION | 39,322 | 45,704.01 | 116.23% | (6,382.01) | 101,112.49 | (55,408.48) |
| ENGINEER | 174,530 | 55,054.78 | 31.54% | - | - | 55,054.78 |
| DOWDING POOL (LESS DONATIONS) | 370,304 | 96,122.53 | 25.96% | 274,181.47 | 57,931.61 | 38,190.92 |
| POOL DONATIONS | 130,000 | - | 0.00% | 130,000.00 | - | - |
| CONCESSION STAND | - | - | 0.00% | - | - | - |
| SWIMMING LESSONS | 13,750 | - | 0.00% | 13,750.00 | - | - |
| RECREATION | 249,353 | 119,969.75 | 48.11% | 129,383.25 | 109,779.17 | 10,190.58 |
| SPORTS COMPLEX LIGHTS | 30,000 | 30,000.00 | 100.00% | - | - | 30,000.00 |
| SENIOR CENTER | 155,426 | 64,780.01 | 41.68% | 90,645.99 | 61,025.49 | 3,754.52 |
| SENIOR SHUTTLE | 3,088 | 1,944.57 | 62.97% | 1,143.43 | 1,094.51 | 850.06 |
| RECYCLING | 39,814 | 25,233.33 | 63.38% | 14,580.67 | 11,975.67 | 13,257.66 |
| ECONOMIC DEVELOPMENT | 200,150 | 1,832.07 | 0.92% | 198,317.93 | 96,424.50 | (94,592.43) |
| TAX INCREMENT FINANCING | 336,038 | 119,159.05 | 35.46% | 216,878.95 | 114,752.78 | 4,406.27 |
| **TOTAL GOVERNMENTAL FUNDS** | **14,497,262** | **3,909,454.91** | | **10,468,331.87** | **3,486,193.19** | **423,261.72** |

(UNAUDITED)

# Pledges By Pledgee And Maturity

BBA

**Pledged To: CITY TREASURER**

**As Of 3/31/2020**

**Jones Bank - Seward, NE**



| Receipt# / Safekeeping Location | CUSIP | ASC 320 | Description / Maturity | Prerefund | Pool/Type / Coupon | Moody / S&P | Original Face / Pledged Percent | Pledged: Original Face | Pledged: Par | Pledged: Book Value | Pledged: Market Value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| COMM: COMMERCE BANK | 557353HC6 | AFS | MADISON SD #2 NE 20 12/15/20 | | 1.80 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 199,882.00 |
| COMM: COMMERCE BANK | 486890F35 | AFS | KEARNEY-TANS NE 20 05/15/20 | | 1.55 | | 145,000.00 100.00% | 145,000.00 | 145,000.00 | 145,000.00 | 144,876.75 |
| COMM: COMMERCE BANK | 818483EP0 | AFS | SEWARD-REF-ELEC REV NE 22 02/15/22 | | 2.20 | | 105,000.00 100.00% | 105,000.00 | 105,000.00 | 105,000.00 | 104,323.80 |
| COMM: COMMERCE BANK | 25931PAU9 | AFS | DOUGLAS SD #15-BLDG NE 22 12/15/22 | | 1.75 | | 210,000.00 100.00% | 210,000.00 | 210,000.00 | 210,000.00 | 206,091.90 |
| COMM: COMMERCE BANK | 45289MGF9 | AFS | IMPERIAL-REF NE 22 12/15/22 | | 1.45 | | 190,000.00 100.00% | 190,000.00 | 190,000.00 | 190,000.00 | 185,206.30 |
| COMM: COMMERCE BANK | 803765BN5 | AFS | SARPY SAN 208-REF NE 23 08/15/23 | | 2.15 | | 115,000.00 100.00% | 115,000.00 | 115,000.00 | 115,000.00 | 111,743.20 |
| COMM: COMMERCE BANK | 079212T63 | AFS | BELLEVUE-TAX ANTIC NE 24 06/01/24 | | 2.35 | | 100,000.00 100.00% | 100,000.00 | 100,000.00 | 100,000.00 | 98,997.00 |
| COMM: COMMERCE BANK | 810183AZ6 | AFS | SCOTTS BLUFF SD #32 NE 24 06/15/24 | | 2.50 | | 250,000.00 100.00% | 250,000.00 | 250,000.00 | 250,000.00 | 250,000.00 |
| COMM: COMMERCE BANK | 919558KE5 | AFS | VLY CO-REF NE 24 12/15/24 | | 2.65 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 200,018.00 |
| COMM: COMMERCE BANK | 412606CP8 | AFS | HARLAN CNTY-REF NE 26 06/01/26 | | 1.75 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 187,988.00 |
| COMM: COMMERCE BANK | 943776JA3 | AFS | WAVERLY-REF NE 26 06/15/26 | | 2.25 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 196,300.00 |
| COMM: COMMERCE BANK | 148006EZ8 | AFS | CASS CO SD #1 NE 26 12/15/26 | | 2.35 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 195,234.00 |
| COMM: COMMERCE BANK | 123825FJ5 | AFS | BUTLER PWR DT-A-REF NE 27 06/15/27 | | 2.50 | | 195,000.00 100.00% | 195,000.00 | 195,000.00 | 195,000.00 | 186,749.55 |

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

# Pledges By Pledgee And Maturity

BBA

**Pledged To: CITY TREASURER**

**As Of 3/31/2020**

**Jones Bank - Seward, NE**



| Receipt# / Safekeeping Location | CUSIP | ASC 320 | Description / Maturity | Prerefund | Pool/Type / Coupon | Moody / S&P | Original Face / Pledged Percent | Pledged: Original Face | Pledged: Par | Pledged: Book Value | Pledged: Market Value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| COMM: COMMERCE BANK | 3128MMQA4 | AFS | FHLMC 15YR 11/01/27 | | G18448 2.00 | | 2,000,000.00 100.00% | 2,000,000.00 | 627,806.04 | 619,895.74 | 628,295.11 |
| COMM: COMMERCE BANK | 406036HY2 | AFS | HALL CO SCH DIST NE 27 12/15/27 | | 3.00 | | 250,000.00 100.00% | 250,000.00 | 250,000.00 | 250,000.00 | 250,492.50 |
| COMM: COMMERCE BANK | 557354DY0 | AFS | MADISON CO SD #5-REF NE 27 12/15/27 | | 2.25 | | 245,000.00 100.00% | 245,000.00 | 245,000.00 | 245,000.00 | 235,192.65 |
| COMM: COMMERCE BANK | 68905WEF5 | AFS | OTOE CO SD #501-BLDG NE 27 12/15/27 | | 2.00 | A1 | 250,000.00 100.00% | 250,000.00 | 250,000.00 | 250,000.00 | 233,655.00 |
| COMM: COMMERCE BANK | 661615SQ8 | AFS | N PLATTE-REF NE 28 06/01/28 | | 2.60 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 197,390.00 |
| COMM: COMMERCE BANK | 840372RA6 | AFS | S SIOUX CITY UTIL-A NE 28 06/01/28 | | 2.50 | | 250,000.00 100.00% | 250,000.00 | 250,000.00 | 250,000.00 | 236,902.50 |
| COMM: COMMERCE BANK | 25933AFG6 | AFS | DOUGLAS SID #492-REF NE 28 08/15/28 | | 3.20 | | 175,000.00 100.00% | 175,000.00 | 175,000.00 | 175,000.00 | 170,831.50 |
| COMM: COMMERCE BANK | 80373YCT1 | AFS | SARPY CO SID #158-REF NE 29 11/15/29 | | 3.10 | | 155,000.00 100.00% | 155,000.00 | 155,000.00 | 155,000.00 | 150,230.65 |
| COMM: COMMERCE BANK | 361091BE0 | AFS | FURNAS CO SD #18 NE 29 12/15/29 | | 3.15 | A2 | 250,000.00 100.00% | 250,000.00 | 250,000.00 | 250,000.00 | 250,405.00 |
| COMM: COMMERCE BANK | 486841DW6 | AFS | KEARNEY CO SD #503 NE 29 12/15/29 | | 3.00 | A+ | 250,000.00 100.00% | 250,000.00 | 250,000.00 | 250,687.03 | 250,900.00 |
| COMM: COMMERCE BANK | 123825GB1 | AFS | BUTLER PWR DIST-B NE 30 08/15/30 | | 2.90 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,543.74 | 193,176.00 |
| COMM: COMMERCE BANK | 486890X92 | AFS | KEARNEY NE 30 10/15/30 | | 2.60 | A+ | 150,000.00 100.00% | 150,000.00 | 150,000.00 | 150,000.00 | 143,772.00 |
| COMM: COMMERCE BANK | 0792124W3 | AFS | BELLEVUE-REF NE 30 12/15/30 | | 3.10 | | 250,000.00 100.00% | 250,000.00 | 250,000.00 | 250,000.00 | 246,487.50 |

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

# Pledges By Pledgee And Maturity

BBA

## Pledged To: CITY TREASURER

As Of 3/31/2020

Jones Bank - Seward, NE



| Receipt# / Safekeeping Location | CUSIP | ASC 320 | Description / Maturity | Prerefund | Pool/Type / Coupon | Moody / S&P | Original Face / Pledged Percent | Pledged: Original Face | Pledged: Par | Pledged: Book Value | Pledged: Market Value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| COMM: COMMERCE BANK | 803770SC1 | AFS | SARPY CO SD #37-B-REF NE 31<br>06/15/31 | | 3.00 | AA- | 250,000.00<br>100.00% | 250,000.00 | 250,000.00 | 250,000.00 | 250,465.00 |
| COMM: COMMERCE BANK | 661615UB8 | AFS | N PLATTE-REF NE 32<br>12/15/32 | | 3.00 | A- | 200,000.00<br>100.00% | 200,000.00 | 200,000.00 | 201,302.04 | 195,610.00 |
| COMM: COMMERCE BANK | 698864HR9 | AFS | PAPILLION MUNI FACS NE 33<br>12/15/33 | | 3.00 | Aa1 | 175,000.00<br>100.00% | 175,000.00 | 175,000.00 | 178,563.49 | 172,450.25 |
| COMM: COMMERCE BANK | 943776KA1 | AFS | WAVERLY NE 34<br>06/01/34 | | 2.95 | | 335,000.00<br>100.00% | 335,000.00 | 335,000.00 | 335,000.00 | 313,064.20 |
| COMM: COMMERCE BANK | 25928KCK5 | AFS | DOUGLAS SAN #466-REF NE 34<br>09/15/34 | | 3.20 | | 175,000.00<br>100.00% | 175,000.00 | 175,000.00 | 175,000.00 | 160,014.75 |
| COMM: COMMERCE BANK | 31418BY59 | AFS | FNMA 20YR<br>02/01/36 | | MA2531<br>3.50 | | 1,125,000.00<br>100.00% | 1,125,000.00 | 556,654.85 | 581,473.48 | 579,017.45 |
| COMM: COMMERCE BANK | 80378EDN2 | AFS | SARPY SID #263-REF NE 36<br>09/15/36 | | 3.80 | | 260,000.00<br>100.00% | 260,000.00 | 260,000.00 | 260,000.00 | 258,359.40 |
| COMM: COMMERCE BANK | 306584AT0 | AFS | FALLS CO UTL REV-REF NE 36<br>12/15/36 | | 3.25 | | 180,000.00<br>100.00% | 180,000.00 | 180,000.00 | 177,804.06 | 158,360.40 |
| COMM: COMMERCE BANK | 31418CGF5 | AFS | FNMA 20YR<br>02/01/37 | | MA2897<br>3.00 | | 1,000,000.00<br>100.00% | 1,000,000.00 | 710,306.55 | 720,774.92 | 725,055.28 |
| COMM: COMMERCE BANK | 25932EDK2 | AFS | DOUGLAS CO SID #438 NE 38<br>08/15/38 | | 4.20 | | 250,000.00<br>100.00% | 250,000.00 | 250,000.00 | 250,000.00 | 254,215.00 |
| COMM: COMMERCE BANK | 3136A3E64 | AFS | FNR 2012-9 YC<br>11/25/41 | | 2.00 | | 2,250,000.00<br>100.00% | 2,250,000.00 | 668,871.14 | 652,212.44 | 662,864.61 |
| **37 Securities Pledged To:** | | | **1010 - CITY TREASURER** | | | | | **13,135,000.00** | **9,323,638.58** | **9,338,256.94** | **9,184,617.25** |

CASH IN BANK $9,146,146.53

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

Report Sequence: sgrp, CUSIP, Ticket

| SGrp / STyp / Loc/Pl | CUSIP / Description / S&P | Moody | Rate / State | Ticket-P# | Call Type / Next Call Dt / Call Price | Maturity Dt / Issue Dt / Intent | Total Face / Total Par | Pledge Values: Pledged Face / % of Total | Par Value / Book Value | Carrying Value / Interest Rec | Market Value / Collateral Value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | PLEDGEE: CITY OF SEWARD (02) | | | | | |
| CMO | 3137AWU78 | | 1.250 | 185157011-1 | | 12/15/2027 | | | | | |
| FHR | FHR 4145 AC | | | | | 12/1/2012 | 1,500,000.00 | 1,500,000.00 | 230,472.56 | 219,608.18 | 219,608.18 |
| D02/02 | | | | | | AFS | 230,472.56 | 100.00% | 228,101.57 | 240.08 | 219,848.26 |
| CMO | 3137B0NV2 | | 1.500 | 185157163-1 | | 9/15/2025 | | | | | |
| FHR | FHR 4176 EC | | | | | 3/1/2013 | 2,000,000.00 | 2,000,000.00 | 254,080.52 | 257,024.69 | 257,024.69 |
| D02/02 | | | | | | AFS | 254,080.52 | 100.00% | 252,344.97 | 317.60 | 257,342.29 |
| GNMA | 36176W2B6 | | 4.000 | 185168920-1 | | 12/15/2026 | | | | | |
| GNMA | GNMA POOL 778670 | | | | | 12/1/2011 | 560,000.00 | 560,000.00 | 80,084.07 | 84,802.66 | 84,802.66 |
| D02/02 | | | | | | AFS | 80,084.07 | 100.00% | 83,371.02 | 266.95 | 85,069.61 |
| GNMA | 36202ERL5 | | 5.000 | 185171012-1 | | 3/20/2023 | | | | | |
| GNM2 | GNMA2 POOL 4091 | | | | | 3/1/2008 | 500,000.00 | 500,000.00 | 15,699.88 | 16,236.55 | 16,236.55 |
| D02/02 | | | | | | AFS | 15,699.88 | 100.00% | 16,055.01 | 65.42 | 16,301.97 |
| GNMA | 3620A9QG9 | | 3.500 | 185171527-1 | | 9/15/2024 | | | | | |
| GNMA | GNMA POOL 723255 | | | | | 9/1/2009 | 750,000.00 | 750,000.00 | 68,103.88 | 71,952.46 | 71,952.46 |
| D02/02 | | | | | | AFS | 68,103.88 | 100.00% | 70,311.57 | 198.64 | 72,151.10 |
| GNMA | 3620ARB59 | | 3.500 | 185171588-1 | | 5/15/2025 | | | | | |
| GNMA | GNMA POOL 737260 | | | | | 5/1/2010 | 1,000,000.00 | 1,000,000.00 | 118,661.40 | 124,853.84 | 124,853.84 |
| D02/02 | | | | | | AFS | 118,661.40 | 100.00% | 121,293.27 | 346.10 | 125,199.94 |
| GNMA | 36241KJN9 | | 5.500 | 185173887-1 | | 12/20/2020 | | | | | |
| GNM2 | GNMA2 POOL 782069 | | | | | 3/1/2006 | 750,000.00 | 750,000.00 | 341.82 | 342.06 | 342.06 |
| D02/02 | | | | | | AFS | 341.82 | 100.00% | 344.60 | 1.57 | 343.63 |
| MBS | 3128MEHL8 | | 5.000 | 185145155-1 | | 11/1/2024 | | | | | |
| FGLM | FHLMC POOL G15435 | | | | | 5/1/2015 | 557,000.00 | 557,000.00 | 7,075.75 | 7,145.74 | 7,145.74 |
| D02/02 | | | | | | AFS | 7,075.75 | 100.00% | 7,283.17 | 29.48 | 7,175.22 |
| MBS | 3128MMLQ4 | | 4.500 | 185145399-1 | | 12/1/2024 | | | | | |
| FGLM | FHLMC POOL G18334 | | | | | 12/1/2009 | 1,015,000.00 | 1,015,000.00 | 41,304.05 | 43,919.77 | 43,919.77 |
| D02/02 | | | | | | AFS | 41,304.05 | 100.00% | 42,316.48 | 154.89 | 44,074.66 |
| MBS | 3128PNBR8 | | 4.000 | 185147186-1 | | 7/1/2024 | | | | | |
| FGLM | FHLMC POOL J09948 | | | | | 6/1/2009 | 1,300,000.00 | 1,300,000.00 | 52,991.16 | 56,042.51 | 56,042.51 |
| D02/02 | | | | | | AFS | 52,991.16 | 100.00% | 54,753.01 | 176.64 | 56,219.15 |

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Report Sequence: sgrp, CUSIP, Ticket

| SGrp / STyp / Loc/PI | CUSIP / Description / S&P | Moody | Rate / State | Ticket-P# | Call Type / Next Call Dt / Call Price | Maturity Dt / Issue Dt / Intent | Total Face / Total Par | Pledge Values: Pledged Face / % of Total | Par Value / Book Value | Carrying Value / Interest Rec | Market Value / Collateral Value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| MBS | 3128PQ4E8 | | 4.500 | 185147195-1 | | 2/1/2025 | | | | | |
| FGLM | FHLMC POOL J11721 | | | | | 2/1/2010 | 1,200,000.00 | 1,200,000.00 | 61,762.44 | 65,047.04 | 65,047.04 |
| D02/02 | | | | | | AFS | 61,762.44 | 100.00% | 64,319.89 | 231.61 | 65,278.65 |
| MBS | 3128PVN22 | | 3.000 | 185147378-1 | | 6/1/2021 | | | | | |
| FGLM | FHLMC POOL J15809 | | | | | 6/1/2011 | 285,000.00 | 285,000.00 | 7,074.87 | 7,362.28 | 7,362.28 |
| D02/02 | | | | | | AFS | 7,074.87 | 100.00% | 7,121.04 | 17.69 | 7,379.97 |
| MBS | 3128Q0GL5 | | 4.000 | 185147609-1 | | 5/1/2027 | | | | | |
| FGLM | FHLMC POOL J19203 | | | | | 5/1/2012 | 425,000.00 | 425,000.00 | 70,231.07 | 74,388.28 | 74,388.28 |
| D02/02 | | | | | | AFS | 70,231.07 | 100.00% | 73,760.03 | 234.10 | 74,622.38 |
| MBS | 31294MML2 | | 3.000 | 185147907-1 | | 3/1/2022 | | | | | |
| FGLM | FHLMC POOL E03063 | | | | | 3/1/2012 | 1,000,000.00 | 1,000,000.00 | 35,131.86 | 36,560.32 | 36,560.32 |
| D02/02 | | | | | | AFS | 35,131.86 | 100.00% | 35,523.03 | 87.83 | 36,648.15 |
| MBS | 31335HUG6 | | 6.000 | 185150272-1 | | 10/1/2022 | | | | | |
| FGLM | FHLMC POOL C90583 | | | | | 10/1/2002 | 700,000.00 | 700,000.00 | 2,240.11 | 2,443.39 | 2,443.39 |
| D02/02 | | | | | | AFS | 2,240.11 | 100.00% | 2,246.34 | 11.20 | 2,454.59 |
| MBS | 31335HYR8 | | 5.500 | 185150298-1 | | 10/1/2023 | | | | | |
| FGLM | FHLMC POOL C90720 | | | | | 10/1/2003 | 3,250,000.00 | 3,250,000.00 | 46,922.43 | 49,395.19 | 49,395.19 |
| D02/02 | | | | | | AFS | 46,922.43 | 100.00% | 48,654.87 | 215.06 | 49,610.25 |
| MBS | 31371LQY8 | | 5.000 | 185155978-1 | | 6/1/2024 | | | | | |
| FNMA | FNMA POOL 255271 | | | | | 5/1/2004 | 500,000.00 | 500,000.00 | 8,977.22 | 9,650.23 | 9,650.23 |
| D02/02 | | | | | | AFS | 8,977.22 | 100.00% | 8,935.07 | 37.41 | 9,687.64 |
| MBS | 31371NJQ9 | | 6.500 | 185156082-1 | | 8/1/2022 | | | | | |
| FNMA | FNMA POOL 256871 | | | | | 7/1/2007 | 1,100,000.00 | 1,100,000.00 | 15,200.08 | 15,790.66 | 15,790.66 |
| D02/02 | | | | | | AFS | 15,200.08 | 100.00% | 15,664.85 | 82.33 | 15,872.99 |
| MBS | 31375HAP9 | | 3.873 | 185156211-1 | | 2/1/2026 | | | | | |
| FNMV | FNMA ARM POOL 334914 | | | | | 1/1/1996 | 1,000,000.00 | 1,000,000.00 | 1,576.88 | 1,642.22 | 1,642.22 |
| D02/02 | | | | | | AFS | 1,576.88 | 100.00% | 1,583.11 | 5.09 | 1,647.31 |
| MBS | 3138AMK38 | | 4.500 | 185159473-1 | | 7/1/2026 | | | | | |
| FNMA | FNMA POOL AI7513 | | | | | 7/1/2011 | 500,000.00 | 500,000.00 | 80,786.79 | 85,150.31 | 85,150.31 |
| D02/02 | | | | | | AFS | 80,786.79 | 100.00% | 84,095.25 | 302.95 | 85,453.26 |
| MBS | 3138EJLQ9 | | 4.000 | 185159924-1 | | 7/1/2027 | | | | | |
| FNMA | FNMA POOL AL2134 | | | | | 7/1/2012 | 443,000.00 | 443,000.00 | 83,528.42 | 88,441.89 | 88,441.89 |
| D02/02 | | | | | | AFS | 83,528.42 | 100.00% | 87,195.09 | 278.43 | 88,720.32 |

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Report Sequence: sgrp, CUSIP, Ticket

| SGrp / STyp / Loc/PI | CUSIP / Description / S&P | Moody | Rate / State | Ticket-P# | Call Type / Next Call Dt / Call Price | Maturity Dt / Issue Dt / Intent | Total Face / Total Par | Pledge Values: Pledged Face / % of Total | Par Value / Book Value | Carrying Value / Interest Rec | Market Value / Collateral Value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| MBS | 3138EKRM9 | | 3.500 | 185160071-1 | | 2/1/2028 | | | | | |
| FNMA | FNMA POOL AL3191 | | | | | 2/1/2013 | 500,000.00 | 500,000.00 | 107,633.19 | 113,248.54 | 113,248.54 |
| D02/02 | | | | | | AFS | 107,633.19 | 100.00% | 112,130.10 | 313.93 | 113,562.47 |
| MBS | 3138EKVV4 | | 2.500 | 185160087-1 | | 4/1/2023 | | | | | |
| FNMA | FNMA POOL AL3327 | | | | | 3/1/2013 | 525,000.00 | 525,000.00 | 62,945.66 | 64,682.55 | 64,682.55 |
| D02/02 | | | | | | AFS | 62,945.66 | 100.00% | 63,369.33 | 131.14 | 64,813.69 |
| MBS | 3138ELYF4 | | 4.000 | 185160221-1 | | 10/1/2028 | | | | | |
| FNMA | FNMA POOL AL4309 | | | | | 10/1/2013 | 1,000,000.00 | 1,000,000.00 | 215,295.63 | 228,012.44 | 228,012.44 |
| D02/02 | | | | | | AFS | 215,295.63 | 100.00% | 225,085.19 | 717.65 | 228,730.09 |
| MBS | 3138EMCY5 | | 4.000 | 185160242-1 | | 2/1/2027 | | | | | |
| FNMA | FNMA POOL AL4586 | | | | | 12/1/2013 | 575,000.00 | 575,000.00 | 105,002.12 | 110,759.98 | 110,759.98 |
| D02/02 | | | | | | AFS | 105,002.12 | 100.00% | 109,933.59 | 350.01 | 111,109.99 |
| MBS | 31407T2J8 | | 5.000 | 185163606-1 | | 10/1/2020 | | | | | |
| FNMA | FNMA POOL 840577 | | | | | 10/1/2005 | 545,000.00 | 545,000.00 | 1,426.80 | 1,442.35 | 1,442.35 |
| D02/02 | | | | | | AFS | 1,426.80 | 100.00% | 1,429.23 | 5.95 | 1,448.30 |
| MBS | 3140J5EA3 | | 2.500 | 185164038-1 | | 12/1/2029 | | | | | |
| FNMA | FNMA POOL BM1028 | | | | | 3/1/2017 | 300,000.00 | 300,000.00 | 141,412.91 | 146,584.71 | 146,584.71 |
| D02/02 | | | | | | AFS | 141,412.91 | 100.00% | 142,052.57 | 294.61 | 146,879.32 |
| MBS | 31410KAW4 | | 4.000 | 185164389-1 | | 3/1/2023 | | | | | |
| FNMA | FNMA POOL 889321 | | | | | 3/1/2008 | 2,050,000.00 | 2,050,000.00 | 27,058.83 | 27,535.44 | 27,535.44 |
| D02/02 | | | | | | AFS | 27,058.83 | 100.00% | 27,642.00 | 90.20 | 27,625.64 |
| MBS | 31412P2K6 | | 4.500 | 185164602-1 | | 7/1/2024 | | | | | |
| FNMA | FNMA POOL 931478 | | | | | 6/1/2009 | 2,900,000.00 | 2,900,000.00 | 94,109.58 | 100,028.44 | 100,028.44 |
| D02/02 | | | | | | AFS | 94,109.58 | 100.00% | 97,382.04 | 352.91 | 100,381.35 |
| MBS | 31417SAL4 | | 4.500 | 185165282-1 | | 10/1/2024 | | | | | |
| FNMA | FNMA POOL AC5410 | | | | | 10/1/2009 | 2,040,000.00 | 2,040,000.00 | 135,535.72 | 142,652.56 | 142,652.56 |
| D02/02 | | | | | | AFS | 135,535.72 | 100.00% | 140,721.89 | 508.26 | 143,160.82 |
| MBS | 31417YN78 | | 4.000 | 185165494-1 | | 5/1/2020 | | | | | |
| FNMA | FNMA POOL MA0413 | | | | | 4/1/2010 | 7,500,000.00 | 7,500,000.00 | 2,811.38 | 2,813.57 | 2,813.57 |
| D02/02 | | | | | | AFS | 2,811.38 | 100.00% | 2,813.11 | 9.37 | 2,822.94 |
| MBS | 31418AAC2 | | 3.000 | 185165786-1 | | 11/1/2026 | | | | | |
| FNMA | FNMA POOL MA0902 | | | | | 10/1/2011 | 1,000,000.00 | 1,000,000.00 | 84,225.28 | 86,756.36 | 86,756.36 |
| D02/02 | | | | | | AFS | 84,225.28 | 100.00% | 85,413.11 | 210.56 | 86,966.92 |

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Report Sequence: sgrp, CUSIP, Ticket

| SGrp / STyp / Loc/PI | CUSIP / Description / S&P | Moody | Rate | State | Ticket-P# | Call Type / Next Call Dt / Call Price | Maturity Dt / Issue Dt / Intent | Total Face / Total Par | Pledge Values: Pledged Face / % of Total | Par Value / Book Value | Carrying Value / Interest Rec | Market Value / Collateral Value |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| MBS | 31418AQY7 | | 2.500 | | 185166318-1 | | 3/1/2023 | | | | | |
| FNMA | FNMA POOL MA1370 | | | | | | 2/1/2013 | 500,000.00 | 500,000.00 | 58,927.31 | 60,537.75 | 60,537.75 |
| D02/02 | | | | | | | AFS | 58,927.31 | 100.00% | 59,375.46 | 122.77 | 60,660.52 |
| MBS | 31418AYS1 | | 2.500 | | 185166625-1 | | 10/1/2023 | | | | | |
| FNMA | FNMA POOL MA1620 | | | | | | 9/1/2013 | 587,000.00 | 587,000.00 | 95,738.34 | 94,467.11 | 94,467.11 |
| D02/02 | | | | | | | AFS | 95,738.34 | 100.00% | 96,564.05 | 199.45 | 94,666.56 |
| MUNI | 123825GA3 | | 2.750 | NE | 185139632-1 | Contin | 8/15/2029 | | | | | |
| REV | BUTLER NE PUB PWR DIST ELEC SY | | | | | 5/12/2021 | 5/12/2016 | 150,000.00 | 150,000.00 | 150,000.00 | 142,812.00 | 142,812.00 |
| D02/02 | | | | | | 100.000 | AFS | 150,000.00 | 100.00% | 150,000.00 | 527.08 | 143,339.08 |
| MUNI | 199437KM5 | | 2.800 | NE | 185141492-1 | Contin | 6/15/2025 | | | | | |
| REV | COLUMBUS NE COMB REV | | | | | 4/1/2020 | 8/7/2012 | 205,000.00 | 205,000.00 | 205,000.00 | 205,065.60 | 205,065.60 |
| D02/02 | AA | | | | | 100.000 | AFS | 205,000.00 | 100.00% | 204,010.93 | 1,690.11 | 206,755.71 |
| MUNI | 199437LA0 | | 2.875 | NE | 185141494-1 | Contin | 6/15/2026 | | | | | |
| REV | COLUMBUS NE COMB REV | | | | | 7/23/2020 | 7/23/2015 | 100,000.00 | 100,000.00 | 100,000.00 | 100,149.00 | 100,149.00 |
| D02/02 | AA | | | | | 100.000 | AFS | 100,000.00 | 100.00% | 99,574.50 | 846.53 | 100,995.53 |
| MUNI | 231868NU0 | | 2.550 | NE | 185142176-1 | Contin | 12/1/2023 | | | | | |
| REV | CUSTER NE PUBLIC PWR DIST | | | | | 8/27/2020 | 8/27/2015 | 100,000.00 | 100,000.00 | 100,000.00 | 99,914.00 | 99,914.00 |
| D02/02 | | | | | | 100.000 | AFS | 100,000.00 | 100.00% | 100,000.00 | 850.00 | 100,764.00 |
| MUNI | 239421JJ0 | | 2.750 | NE | 185142338-1 | Contin | 9/15/2027 | | | | | |
| REV | DAWSON NEB PUB PWR DIST REV | | | | | 9/17/2020 | 9/17/2015 | 100,000.00 | 100,000.00 | 100,000.00 | 97,904.00 | 97,904.00 |
| D02/02 | A | | | | | 100.000 | AFS | 100,000.00 | 100.00% | 98,999.69 | 122.22 | 98,026.22 |
| MUNI | 25928FBA9 | | 3.150 | NE | 185142823-1 | Contin | 7/15/2026 | | | | | |
| GO | DOUGLAS CNTY NE SAN & IMPT | | | | | 1/15/2021 | 1/15/2016 | 100,000.00 | 100,000.00 | 100,000.00 | 96,995.00 | 96,995.00 |
| D02/02 | | | | | | 100.000 | AFS | 100,000.00 | 100.00% | 100,000.00 | 665.00 | 97,660.00 |
| MUNI | 259290EB6 | | 3.100 | NE | 185142828-1 | Contin | 8/15/2030 | | | | | |
| GO | DOUGLAS CNTY NE SAN & IMPT DIS | | | | | 6/15/2021 | 6/15/2016 | 150,000.00 | 150,000.00 | 150,000.00 | 140,710.50 | 140,710.50 |
| D02/02 | | | | | | 100.000 | AFS | 150,000.00 | 100.00% | 150,000.00 | 594.17 | 141,304.67 |
| MUNI | 259292CS7 | | 2.700 | NE | 185142831-1 | Contin | 11/15/2026 | | | | | |
| GO | DOUGLAS CNTY SAN IMPT DIST 427 | | | | | 11/15/2022 | 11/15/2017 | 280,000.00 | 280,000.00 | 280,000.00 | 257,924.80 | 257,924.80 |
| D02/02 | | | | | | 100.000 | AFS | 280,000.00 | 100.00% | 280,000.00 | 2,856.00 | 260,780.80 |
| MUNI | 25930HAU8 | | 2.400 | NE | 185142850-1 | Contin | 3/15/2022 | | | | | |
| GO | DOUGLAS CNTY NE SAN & IMPT DIS | | | | | 4/1/2020 | 3/15/2015 | 75,000.00 | 75,000.00 | 75,000.00 | 73,605.00 | 73,605.00 |
| D02/02 | | | | | | 100.000 | AFS | 75,000.00 | 100.00% | 75,000.00 | 80.00 | 73,685.00 |

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Report Sequence: sgrp, CUSIP, Ticket

| SGrp / STyp / Loc/Pl | CUSIP / Description / S&P | Moody | Rate | State | Ticket-P# | Call Type / Next Call Dt / Call Price | Maturity Dt / Issue Dt / Intent | Total Face / Total Par | Pledge Values: Pledged Face / % of Total | Par Value / Book Value | Carrying Value / Interest Rec | Market Value / Collateral Value |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| MUNI | 25930PCG9 | | 2.900 | NE | 185142854-1 | Contin | 11/15/2028 | | | | | |
| GO | DOUGLAS CNTY NE SAN & IMPT | | | | | 11/15/2021 | 11/15/2016 | 80,000.00 | 80,000.00 | 80,000.00 | 75,730.40 | 75,730.40 |
| D02/02 | | | | | | 100.000 | AFS | 80,000.00 | 100.00% | 80,000.00 | 876.44 | 76,606.84 |
| MUNI | 25930VCD3 | | 2.550 | NE | 185142857-1 | Contin | 2/15/2024 | | | | | |
| GO | DOUGLAS CNTY NE SAN & IMPT | | | | | 3/1/2021 | 3/1/2016 | 50,000.00 | 50,000.00 | 50,000.00 | 48,940.50 | 48,940.50 |
| D02/02 | | | | | | 100.000 | AFS | 50,000.00 | 100.00% | 50,000.00 | 162.92 | 49,103.42 |
| MUNI | 25931FCK1 | | 3.000 | NE | 185142860-1 | Contin | 9/15/2031 | | | | | |
| GO | DOUGLAS CNTY NE SAN & IMPT | | | | | 9/15/2021 | 9/15/2016 | 240,000.00 | 240,000.00 | 240,000.00 | 221,352.00 | 221,352.00 |
| D02/02 | | | | | | 100.000 | AFS | 240,000.00 | 100.00% | 240,000.00 | 320.00 | 221,672.00 |
| MUNI | 25931KAV8 | | 2.600 | NE | 185142861-1 | Contin | 5/15/2023 | | | | | |
| GO | DOUGLAS CNTY NE SAN & IMPT | | | | | 5/15/2020 | 5/15/2015 | 100,000.00 | 100,000.00 | 100,000.00 | 98,142.00 | 98,142.00 |
| D02/02 | | | | | | 100.000 | AFS | 100,000.00 | 100.00% | 100,000.00 | 982.22 | 99,124.22 |
| MUNI | 25931LCN2 | | 2.700 | NE | 185142862-1 | Contin | 11/15/2028 | | | | | |
| GO | DOUGLAS CNTY NE SAN & IMPT | | | | | 11/15/2021 | 11/15/2016 | 170,000.00 | 170,000.00 | 170,000.00 | 159,159.10 | 159,159.10 |
| D02/02 | | | | | | 100.000 | AFS | 170,000.00 | 100.00% | 170,000.00 | 1,734.00 | 160,893.10 |
| MUNI | 25931MBX9 | | 3.100 | NE | 185142863-1 | Contin | 10/15/2029 | | | | | |
| GO | DOUGLAS CNTY NE SAN & IMPT | | | | | 7/15/2021 | 7/15/2016 | 140,000.00 | 140,000.00 | 140,000.00 | 132,186.60 | 132,186.60 |
| D02/02 | | | | | | 100.000 | AFS | 140,000.00 | 100.00% | 140,000.00 | 2,001.22 | 134,187.82 |
| MUNI | 25931QBD4 | | 3.200 | NE | 185142864-1 | Contin | 11/1/2026 | | | | | |
| GO | DOUGLAS CNTY NE SAN & IMPT | | | | | 12/1/2020 | 12/1/2015 | 100,000.00 | 100,000.00 | 100,000.00 | 99,310.00 | 99,310.00 |
| D02/02 | | | | | | 100.000 | AFS | 100,000.00 | 100.00% | 100,000.00 | 1,333.33 | 100,643.33 |
| MUNI | 25931VBA9 | | 3.050 | NE | 185142865-1 | Contin | 11/15/2029 | | | | | |
| GO | DOUGLAS CNTY NE SA & IMPT DIST | | | | | 5/15/2021 | 5/15/2016 | 135,000.00 | 135,000.00 | 135,000.00 | 127,538.55 | 127,538.55 |
| D02/02 | | | | | | 100.000 | AFS | 135,000.00 | 100.00% | 135,000.00 | 1,555.50 | 129,094.05 |
| MUNI | 25931VBN1 | | 3.500 | NE | 185142866-1 | Contin | 8/15/2032 | | | | | |
| GO | DOUGLAS CNTY NE SAN & IMPT | | | | | 7/15/2022 | 7/27/2017 | 50,000.00 | 50,000.00 | 50,000.00 | 45,530.50 | 45,530.50 |
| D02/02 | | | | | | 100.000 | AFS | 50,000.00 | 100.00% | 50,000.00 | 223.61 | 45,754.11 |
| MUNI | 25933BCU6 | | 3.600 | NE | 185142873-1 | Contin | 7/15/2027 | | | | | |
| GO | DOUGLAS CNTY NE SAN & IMPT | | | | | 7/15/2020 | 7/15/2015 | 100,000.00 | 100,000.00 | 100,000.00 | 100,006.00 | 100,006.00 |
| D02/02 | | | | | | 100.000 | AFS | 100,000.00 | 100.00% | 100,000.00 | 760.00 | 100,766.00 |
| MUNI | 25934ACJ2 | | 3.100 | NE | 185142882-1 | Contin | 12/15/2030 | | | | | |
| GO | DOUGLAS CNTY NE SAN & IMPT | | | | | 7/15/2021 | 7/15/2016 | 120,000.00 | 120,000.00 | 120,000.00 | 111,700.80 | 111,700.80 |
| D02/02 | | | | | | 100.000 | AFS | 120,000.00 | 100.00% | 120,000.00 | 1,095.33 | 112,796.13 |

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Report Sequence: sgrp, CUSIP, Ticket

| SGrp / STyp / Loc/Pl | CUSIP / Description / S&P | Moody | Rate | State | Ticket-P# | Call Type / Next Call Dt / Call Price | Maturity Dt / Issue Dt / Intent | Total Face / Total Par | Pledge Values: Pledged Face / % of Total | Par Value / Book Value | Carrying Value / Interest Rec | Market Value / Collateral Value |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| MUNI | 25934QDB3 | | 2.000 | NE | 185142887-1 | | 10/1/2021 | | | | | |
| GO | DOUGLAS CNTY NE SAN & IMPT | | | | | | 10/1/2016 | 80,000.00 | 80,000.00 | 80,000.00 | 78,382.40 | 78,382.40 |
| D02/02 | | | | | | | AFS | 80,000.00 | 100.00% | 80,000.00 | 800.00 | 79,182.40 |
| MUNI | 287742LU2 | | 2.650 | NE | 185143485-1 | Contin | 6/1/2025 | | | | | |
| REV | ELKHORN NE RURAL PUBLIC PWR | | | | | 4/1/2020 | 6/27/2013 | 200,000.00 | 200,000.00 | 200,000.00 | 200,054.00 | 200,054.00 |
| D02/02 | | | | | | 100.000 | AFS | 200,000.00 | 100.00% | 198,086.26 | 1,766.67 | 201,820.67 |
| MUNI | 406028FB1 | | 3.200 | NE | 185176895-1 | Contin | 7/15/2030 | | | | | |
| GO | HALL CNTY NE ARPT AUTH | | | | | 6/5/2020 | 6/5/2015 | 85,000.00 | 85,000.00 | 85,000.00 | 85,006.80 | 85,006.80 |
| D02/02 | | | | | | 100.000 | AFS | 85,000.00 | 100.00% | 85,000.00 | 574.22 | 85,581.02 |
| MUNI | 406036HN6 | | 2.400 | NE | 185176896-1 | Contin | 12/15/2024 | | | | | |
| GO | HALL CNTY NE SCD #2 GRAND IS | | | | | 4/1/2020 | 2/9/2015 | 100,000.00 | 100,000.00 | 100,000.00 | 99,256.00 | 99,256.00 |
| D02/02 | | | | | | 100.000 | AFS | 100,000.00 | 100.00% | 100,000.00 | 706.67 | 99,962.67 |
| MUNI | 473260DB0 | | 2.550 | NE | 185178494-1 | Contin | 12/15/2025 | | | | | |
| GO | JEFFERSON CNTY NE | | | | | 6/5/2020 | 6/5/2015 | 80,000.00 | 80,000.00 | 80,000.00 | 79,757.60 | 79,757.60 |
| D02/02 | | | | | | 100.000 | AFS | 80,000.00 | 100.00% | 80,000.00 | 600.67 | 80,358.27 |
| MUNI | 487571FT3 | | 2.950 | NE | 185178859-1 | Contin | 12/15/2027 | | | | | |
| GO | KEITH CNTY NE SCD #1 | | | | | 12/28/2020 | 12/28/2015 | 100,000.00 | 100,000.00 | 100,000.00 | 100,007.00 | 100,007.00 |
| D02/02 | | | | | | 100.000 | AFS | 100,000.00 | 100.00% | 100,000.00 | 868.61 | 100,875.61 |
| MUNI | 505318QS7 | | 2.650 | NE | 185179244-1 | Contin | 11/15/2024 | | | | | |
| GO | LA VISTA NE | | | | | 4/1/2020 | 12/31/2014 | 115,000.00 | 115,000.00 | 115,000.00 | 114,698.70 | 114,698.70 |
| D02/02 | | | | | | 100.000 | AFS | 115,000.00 | 100.00% | 115,000.00 | 1,151.28 | 115,849.98 |
| MUNI | 57973FDD8 | | 3.150 | NE | 185181069-1 | Contin | 12/15/2030 | | | | | |
| REV | MCCOOK NE PUBLIC PWR DIST | | | | | 8/9/2022 | 8/9/2017 | 100,000.00 | 100,000.00 | 100,000.00 | 97,881.00 | 97,881.00 |
| D02/02 | | | | | | 100.000 | AFS | 100,000.00 | 100.00% | 100,000.00 | 927.50 | 98,808.50 |
| MUNI | 68905FFE4 | | 2.500 | NE | 185184481-1 | Contin | 11/15/2023 | | | | | |
| GO | OTOE CNTY NE SCH DIST #111 | | | | | 4/1/2020 | 2/15/2013 | 100,000.00 | 100,000.00 | 100,000.00 | 100,018.00 | 100,018.00 |
| D02/02 | | | | | | 100.000 | AFS | 100,000.00 | 100.00% | 100,000.00 | 944.44 | 100,962.44 |
| MUNI | 757045DV8 | | 2.650 | NE | 185185975-1 | Contin | 12/15/2025 | | | | | |
| GO | RED WILLOW CNTY NE | | | | | 4/1/2020 | 6/20/2013 | 100,000.00 | 100,000.00 | 100,000.00 | 98,782.00 | 98,782.00 |
| D02/02 | | | | | | 100.000 | AFS | 100,000.00 | 100.00% | 100,000.00 | 780.28 | 99,562.28 |
| MUNI | 80374BCJ2 | | 3.650 | NE | 185187202-1 | Contin | 10/15/2026 | | | | | |
| GO | SARPY CNTYH NE SAN & IMPT | | | | | 4/1/2020 | 8/15/2014 | 115,000.00 | 115,000.00 | 115,000.00 | 115,014.95 | 115,014.95 |
| D02/02 | | | | | | 100.000 | AFS | 115,000.00 | 100.00% | 115,000.00 | 1,935.51 | 116,950.46 |

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Report Sequence: sgrp, CUSIP, Ticket

| SGrp / STyp / Loc/PI | CUSIP / Description / S&P | Moody | Rate | State | Ticket-P# | Call Type / Next Call Dt / Call Price | Maturity Dt / Issue Dt / Intent | Total Face / Total Par | Pledge Values: Pledged Face / % of Total | Par Value / Book Value | Carrying Value / Interest Rec | Market Value / Collateral Value |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| MUNI | 803760EJ2 | | 3.650 | NE | 185187204-1 | Contin | 12/15/2029 | | | | | |
| GO | SARPY CNTY NE SAN & IMPT DIST | | | | | 12/15/2020 | 12/15/2015 | 100,000.00 | 100,000.00 | 100,000.00 | 100,069.00 | 100,069.00 |
| D02/02 | | | | | | 100.000 | AFS | 100,000.00 | 100.00% | 100,000.00 | 1,074.72 | 101,143.72 |
| MUNI | 803766BG8 | | 2.850 | NE | 185187208-1 | Contin | 5/15/2022 | | | | | |
| GO | SARPY CNTY NE SAN & IMPT | | | | | 7/1/2020 | 7/1/2015 | 90,000.00 | 90,000.00 | 90,000.00 | 89,668.80 | 89,668.80 |
| D02/02 | | | | | | 100.000 | AFS | 90,000.00 | 100.00% | 90,000.00 | 969.00 | 90,637.80 |
| MUNI | 80376DCN7 | | 3.250 | NE | 185187210-1 | Contin | 10/15/2023 | | | | | |
| GO | SARPY CNTY NE SAN & IMPT DIST | | | | | 4/1/2020 | 10/15/2012 | 200,000.00 | 200,000.00 | 200,000.00 | 200,096.00 | 200,096.00 |
| D02/02 | | | | | | 100.000 | AFS | 200,000.00 | 100.00% | 200,000.00 | 2,997.22 | 203,093.22 |
| MUNI | 80376ECZ8 | | 3.750 | NE | 185187211-1 | Contin | 8/15/2029 | | | | | |
| GO | SARPY CNTY NE SAN & IMPT DIST | | | | | 2/15/2022 | 2/15/2017 | 90,000.00 | 90,000.00 | 90,000.00 | 90,081.90 | 90,081.90 |
| D02/02 | | | | | | 100.000 | AFS | 90,000.00 | 100.00% | 90,000.00 | 431.25 | 90,513.15 |
| MUNI | 80376UBK6 | | 2.700 | NE | 185187214-1 | Contin | 8/15/2026 | | | | | |
| GO | SARPY CNTY NE SAN & IMPT DIST | | | | | 7/15/2022 | 7/15/2017 | 50,000.00 | 50,000.00 | 50,000.00 | 46,456.00 | 46,456.00 |
| D02/02 | | | | | | 100.000 | AFS | 50,000.00 | 100.00% | 50,000.00 | 172.50 | 46,628.50 |
| MUNI | 80377TBE2 | | 2.800 | NE | 185187220-1 | Contin | 11/15/2028 | | | | | |
| GO | SARPY CNTY NE SAN & IMPT DIST | | | | | 11/15/2021 | 11/15/2016 | 85,000.00 | 85,000.00 | 85,000.00 | 80,189.00 | 80,189.00 |
| D02/02 | | | | | | 100.000 | AFS | 85,000.00 | 100.00% | 85,000.00 | 899.11 | 81,088.11 |
| MUNI | 80377TBF9 | | 2.900 | NE | 185187221-1 | Contin | 11/15/2029 | | | | | |
| GO | SARPY CNTY NE SAN & IMPT DIST | | | | | 11/15/2021 | 11/15/2016 | 85,000.00 | 85,000.00 | 85,000.00 | 80,910.65 | 80,910.65 |
| D02/02 | | | | | | 100.000 | AFS | 85,000.00 | 100.00% | 85,000.00 | 931.22 | 81,841.87 |
| MUNI | 80378CBS7 | | 3.500 | NE | 185187225-1 | Contin | 9/1/2026 | | | | | |
| GO | SARPY CNTY NE SAN & IMPT DIST | | | | | 4/1/2020 | 9/1/2014 | 150,000.00 | 150,000.00 | 150,000.00 | 149,911.50 | 149,911.50 |
| D02/02 | | | | | | 100.000 | AFS | 150,000.00 | 100.00% | 150,000.00 | 437.50 | 150,349.00 |
| MUNI | 80378TEW8 | | 3.850 | NE | 185187230-1 | Contin | 10/15/2033 | | | | | |
| GO | SARPY CNTY NE SAN & IMPT DIST | | | | | 4/15/2023 | 4/15/2018 | 85,000.00 | 85,000.00 | 85,000.00 | 78,565.50 | 78,565.50 |
| D02/02 | | | | | | 100.000 | AFS | 85,000.00 | 100.00% | 85,000.00 | 1,508.99 | 80,074.49 |
| MUNI | 818483FG9 | | 2.450 | NE | 185187557-1 | Contin | 2/15/2028 | | | | | |
| REV | SEWARD NE ELEC REV | | | | | 6/15/2021 | 6/15/2016 | 150,000.00 | 150,000.00 | 150,000.00 | 142,362.00 | 142,362.00 |
| D02/02 | | | | | | 100.000 | AFS | 150,000.00 | 100.00% | 150,000.00 | 469.58 | 142,831.58 |
| MUNI | 818484DG9 | | 2.300 | NE | 185187560-1 | Contin | 9/15/2029 | | | | | |
| REV | SEWARD NE SANTN SWR SYS | | | | | 8/12/2021 | 8/12/2016 | 130,000.00 | 130,000.00 | 130,000.00 | 120,425.50 | 120,425.50 |
| D02/02 | | | | | | 100.000 | AFS | 130,000.00 | 100.00% | 130,000.00 | 132.89 | 120,558.39 |

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Report Sequence: sgrp, CUSIP, Ticket

| SGrp / STyp / Loc/PI | CUSIP / Description / S&P | Moody | Rate | State | Ticket-P# | Call Type / Next Call Dt / Call Price | Maturity Dt / Issue Dt / Intent | Total Face / Total Par | Pledge Values: Pledged Face / % of Total | Par Value / Book Value | Carrying Value / Interest Rec | Market Value / Collateral Value |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| MUNI | 818488FC7 | | 2.850 | NE | 185187561-1 | Contin | 9/1/2027 | | | | | |
| REV | SEWARD NE WTR SYS REVENUE | | | | | 4/1/2020 | 3/22/2013 | 90,000.00 | 90,000.00 | 90,000.00 | 90,023.40 | 90,023.40 |
| D02/02 | | | | | | 100.000 | AFS | 90,000.00 | 100.00% | 90,000.00 | 213.75 | 90,237.15 |
| MUNI | 854746DX9 | | 2.550 | NE | 185195280-1 | Contin | 8/1/2028 | | | | | |
| REV | STANTON CNTY NE PUB PWR DIST | | | | | 3/2/2021 | 3/2/2016 | 155,000.00 | 155,000.00 | 155,000.00 | 148,249.75 | 148,249.75 |
| D02/02 | | | | | | 100.000 | AFS | 155,000.00 | 100.00% | 155,000.00 | 658.75 | 148,908.50 |
| MUNI | 886098BP6 | | 3.000 | NE | 185196149-1 | Contin | 6/15/2020 | | | | | |
| GO | THURSTON CNTY NE SCD #17 | | | | | 4/1/2020 | 1/24/2012 | 235,000.00 | 235,000.00 | 235,000.00 | 235,133.95 | 235,133.95 |
| D02/02 | | | | | | 100.000 | AFS | 235,000.00 | 100.00% | 235,000.00 | 2,075.83 | 237,209.78 |
| MUNI | 919558KF2 | | 2.900 | NE | 185197361-1 | Contin | 12/15/2025 | | | | | |
| GO | VLY CNTY NE | | | | | 4/1/2020 | 5/28/2014 | 150,000.00 | 150,000.00 | 150,000.00 | 150,085.50 | 150,085.50 |
| D02/02 | | | | | | 100.000 | AFS | 150,000.00 | 100.00% | 150,000.00 | 1,280.83 | 151,366.33 |
| MUNI | 93811PBV9 | | 2.500 | NE | 185197916-1 | Contin | 12/1/2025 | | | | | |
| REV | WASHINGTON CNTY NE PUB SAFETY | | | | | 5/15/2020 | 5/14/2015 | 150,000.00 | 150,000.00 | 150,000.00 | 147,835.50 | 147,835.50 |
| D02/02 | | | | | | 100.000 | AFS | 150,000.00 | 100.00% | 150,000.00 | 1,250.00 | 149,085.50 |
| MUNI | 943781BN3 | | 3.100 | NE | 185198094-1 | Contin | 6/15/2029 | | | | | |
| REV | WAVERLY NE COMB UTIL REV | | | | | 1/20/2021 | 1/20/2016 | 100,000.00 | 100,000.00 | 100,000.00 | 97,865.00 | 97,865.00 |
| D02/02 | | | | | | 100.000 | AFS | 100,000.00 | 100.00% | 100,000.00 | 912.78 | 98,777.78 |
| TAX | 68189TBA3 | | 6.400 | NE | 185184294-1 | | 2/1/2026 | | | | | |
| TAXREV | OMAHA NEB SPL OBLIG | | | | | | 3/25/2008 | 65,000.00 | 35,000.00 | 35,000.00 | 38,939.60 | 38,939.60 |
| D02/02 | AA+ | Aa3 | | | | | AFS | 65,000.00 | 53.85% | 35,000.00 | 373.33 | 39,312.93 |
| TAX | 81847EMD5 | | 2.750 | NE | 185187550-1 | Contin | 10/1/2022 | | | | | |
| TAXGO | SEWARD NE | | | | | 5/2/2021 | 5/2/2016 | 140,000.00 | 140,000.00 | 140,000.00 | 139,608.00 | 139,608.00 |
| D02/02 | | | | | | 100.000 | AFS | 140,000.00 | 100.00% | 140,000.00 | 1,925.00 | 141,533.00 |
| **CITY OF SEWARD** | | | | | | | | | **46,347,000.00** | **8,404,370.01**<br>**8,454,856.29** | **8,327,333.42**<br>**55,653.66** | **8,327,333.42**<br>**8,382,987.08** |

CASH IN BANK $8,518,518.16

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SEWARD POLICE DEPARTMENT
MARCH 2020 MONTHLY REPORT

| | |
|---|---|
| ARRESTS | 30 |
| CITATIONS | 05 |
| PARKING TICKETS | 36 |
| WARNINGS | 55 |

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

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

# LETTER AGREEMENT
# FOR PROFESSIONAL SERVICES

April 6, 2020

City of Seward, Nebraska
Attn: Greg Butcher
537 Main Street
Seward, NE 68434

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
East Seward Street Improvements (the "Project")
Seward, NE

Dear Mr. Butcher:

It is our understanding that the City of Seward, Nebraska ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: East Seward Street Improvements. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

## SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: _____
Anticipated Completion Date: _____

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

## COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a **time and material estimate** of Seventeen Thousand, Five Hundred Forty-Five Dollars and No 100's ($17,545.00). Olsson shall submit invoices on a monthly-basis and payment is due within 30 calendar days of invoice date.

## TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON, INC.**

By _____ By _____
Thomas Kettler, Jr. Travis Anderson

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

**City of Seward, Nebraska**

By _____
Signature

Print Name _____

Title _____ Dated _____

Attachments
General Provisions
Scope of Services

# GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated March 31st, 2020 between City of Seward, Nebraska ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

**SECTION 1—OLSSON'S SCOPE OF SERVICES**

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

**SECTION 2—ADDITIONAL SERVICES**

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.
2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

**SECTION 3—CLIENT'S RESPONSIBILITIES**

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional

interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop

work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

**SECTION 4—MEANING OF TERMS**

4.1 The “Cost of Construction” of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The “Salary Costs”: Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 “Certify” or “a Certification”: If included in the Scope of Services, such services shall be limited to a statement of Olsson’s opinion, to the best of Olsson’s professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor’s safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client’s contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 “Opinion of Probable Cost”: An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor’s methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson’s reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor’s bids or the negotiated price of the work on the Project(s) will not vary from the Client’s budget or from any opinion of probable cost prepared by Olsson.

4.5 “Day”: A calendar day of 24 hours. The term “days” shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 “Construction Observation”: If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor’s safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the

contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

## SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

## SECTION 6—DISPUTE RESOLUTION

### 6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall

designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

**6.2 Arbitration or Litigation**

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

**6.3 Certification of Merit**

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years ; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

**SECTION 7—MISCELLANEOUS**

**7.1 Reuse of Documents**

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do

not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

### 7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in “as is” condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client’s responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney’s and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

### 7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson’s Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson’s Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson’s Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)’ size, and/or quality to reasonably comply with the Client’s budget at no additional cost to Client. Under such circumstances, Olsson’s modification of its work at no cost shall be the limit of Olsson’s responsibility with regard to any unreasonable Opinion of Probable Cost.

### 7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from

and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

**7.5 Samples**

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

**7.6 Standard of Care**

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

**7.7 Force Majeure**

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

**7.8 Equal Employment Opportunity**

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

**7.9 Confidentiality**

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

**7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination**

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such

request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

**7.11 Controlling Law and Venue**

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

**7.12 Subconsultants**

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

**7.13 Assignment**

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

### 7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

### 7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

### 7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

# SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated March 31st, 2020 between City of Seward, Nebraska ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

Project will be located in: Seward, Nebraska

Project Description: East Seward Street Improvements

| Task | Scope | Fee Type | Estimated Fee |
|---|---|---|---|
| 1 | Special Inspections and Materials Testing | Time and Expense | $17,545.00 |

| | | |
|---|---|---|
| **Field Services*** | | |
| Technician | per hour | $60.00 |
| Senior Technician | per hour | $65.00 |
| Steel Technician | per hour | $85.00 |
| Steel Technician Level II (NDT Services) | per hour | $90.00 |
| **Travel and Reimbursable Expenses** | | |
| Mileage | per mile | $0.75 |
| Expenses | | Cost + 10% |
| **Management and Administration** | | |
| Administrative | per hour | $60.00 |
| CMT Manager | per hour | $120.00 |
| Project Engineer | per hour | $130.00 |
| **Laboratory Testing and Equipment** | | |
| Standard Proctor | per test | $175.00 |
| Atterberg Limits | per test | $110.00 |
| P-200 Sieve Analysis | per test | $100.00 |
| Relative Density | per test | $240.00 |
| Compression Test - Concrete | per test | $15.00 |
| Compression Test - Mortar | per test | $15.00 |
| Compression Test - Grout | per test | $20.00 |
| Compression Test - Block Prism | per test | $120.00 |
| Floor Flatness Testing Equipment | per day | $200.00 |
| NDT Ultrasonic Equipment | per day | $100.00 |
| TIP Testing Equipment | per pile | $500.00 |
| TIP Testing Cabling | per pile | $500.00 |

*Field services provided on Saturday, Sunday, Holidays, and in excess of 8-hours/day will be charged at 1.5 times the unit fee.

## SCOPE OF SERVICES

Olsson will provide the following services (Scope of Services) to Client for the Project:

## SPECIAL INSPECTIONS AND MATERIALS TESTING SERVICES

Special inspections and construction testing services have been requested for pavement subgrades, utility backfill, and reinforced concrete. We propose to provide our construction testing services in the following manner:

### TASK I – EARTHWORK OBSERVATION

**Pavement Subgrades** – Olsson will observe the exposed subgrade within the construction limits of the pavement areas to verify that soils unsuitable for pavement support have been removed and to identify unstable areas that require additional excavation prior to placement of the concrete pavement sections. A proofroll will be performed when accessible.

Olsson will obtain samples of materials proposed for use as structural fill and backfill for laboratory testing. Laboratory tests, including standard Proctors and Atterberg limits tests, will be performed to evaluate the physical properties of the proposed fill and backfill materials. Olsson will observe field placement methods and perform field density tests on structural fill placed within the footprint of the pavement areas, as well as backfill along segments of utility trenches. We have assumed 1 Proctor and Atterberg Limits test will be required for testing of soil to be used as structural fill and backfill.

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### TASK II – REINFORCED CONCRETE TESTING

**Reinforced Concrete** – Olsson will observe placement of reinforcing steel in the concrete pavement. Field tests including slump, air entrainment and temperature will be performed on samples of concrete obtained from these areas. Cylinders will be cast from the concrete used in construction of the structure for compressive strength testing at a rate of one set of 5 cylinders for every 100 yards of concrete placed per day. The following have been assumed:

- Exterior concrete (Pavement) – 7 sets of 4 cylinders per set, cast over 5 placement events

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### TASK III – PROJECT MANAGEMENT/REPORTING

Olsson's field professionals will prepare electronic field reports summarizing each day's field observations presenting test results and detailing items not in compliance with the project drawings and/or specifications.

Field reports will be reviewed by our project manager and submitted electronically to the designated project team on a weekly basis. Olsson is not responsible for the Contractors means and methods and does not have the obligation or authority to stop the Contractor's work. Olsson's responsibility as the special inspection firm is to report field observations and test results to the Contractor and Client as provided herein.

*The below Scope of Work is approximate and intended to be used only as a basis for estimating the probable cost of the Work. Actual quantities of tests, site trips and technician time may differ from the estimated quantities. The actual basis of payment for the Work will be the actual quantities of tests, site trips, and technician time performed or expended. The below Scope of Work was prepared without the anticipation of profits on account of any difference between the actual and estimated quantities. If the construction methods utilized by contractors' for the below referenced project increases the frequency of site visits and construction testing units as listed in the below scope of work, this agreement shall be amended to supplement the cost of the out of scope services. Olsson will notify the Client if construction testing frequencies and site visits of the below scope of work are subject to increase due to construction methods or design changes prior to the commencement of said out of scope services. Olsson's sole obligation is to report its observation, inspection and test results to Client as provided herein.*

# East Seward Street Improvements

**Seward, Nebraska**

## I. EARTHWORK OBSERVATION

**Pavement Subgrades**

| | | | | | |
|---|---|---|---|---|---|
| 36 | Hrs Technician @ | $60.00 | /hr | $ | 2,160.00 |
| 1 | Standard Proctor @ | $175.00 | /each | $ | 175.00 |
| 1 | Atterberg Limits Test @ | $110.00 | /each | $ | 110.00 |
| 12 | Trips (mileage @ $0.75 per mile) | $50.00 | /trip | $ | 600.00 |

**Utility Backfill**

| | | | | | |
|---|---|---|---|---|---|
| 60 | Hrs Technician @ | $60.00 | /hr | $ | 3,600.00 |
| 20 | Trips (mileage @ $0.75 per mile) | $50.00 | /trip | $ | 1,000.00 |

## II. REINFORCED CONCRETE TESTING

**Exterior Concrete - Pavement**

| | | | | | |
|---|---|---|---|---|---|
| 50 | Hrs Technician @ | $60.00 | /hr | $ | 3,000.00 |
| 110 | Compression Tests - Concrete @ | $15.00 | /each | $ | 1,650.00 |
| 10 | Trips (mileage @ $0.75 per mile) | $50.00 | /trip | $ | 500.00 |
| 5 | Compression Tests Retrieval Trips | $50.00 | /trip | $ | 250.00 |

## III. REPORTING/PROJECT MANAGEMENT

**Technician Supervision, Review, and Project Administration**

| | | | | | |
|---|---|---|---|---|---|
| 35 | Hrs Project Manager @ | $120.00 | /hr | $ | 4,200.00 |
| 5 | Hrs Administrative @ | $60.00 | /hr | $ | 300.00 |

**Estimated Total: $ 17,545.00**

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

Olsson is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Olsson stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. If you have any questions or concerns regarding this scope of work, please contact Travis Anderson at 402-458-5902. We look forward to hearing from you and working with you and your firm on this project.

April 10, 2020

Mr. Josh Eickmeier
City of Seward, Mayor
537 Main Street
Seward, NE 68434

RE: 2019 East Seward Street Construction Staking
Seward, NE

Dear Sirs:

JEO Consulting Group, Inc. (JEO) is pleased to submit this proposal for survey services for the proposed 2019 East Seward Street Improvements construction staking project. Attached is a scope and fee to provide said services.

If the attached scope and fee meets with your approval, please return one signed copy of this letter to our office and retain the original for your records. If you have any further questions or comments, please do not hesitate to call.

Respectfully submitted,

Josh Borchers, LS
Project Manager

**PROPOSAL ACCEPTED:**

By_____Date_____

Name (printed)_____

Title _____

**CONSTRUCTION STAKING QUOTE**

**January 16, 2020**

by

JEO Consulting Group, Inc., 1937 Chestnut Street, Wahoo, NE 68066

Quote prepared by: Josh Borchers

Direct: 402-443-7476 E-mail: jborchers@jeo.com

| **PROJECT INFORMATION** | | | |
|---|---|---|---|
| Project Title | 2019 East Seward Street Improvements | | |
| Location | Seward, NE | | |
| Project No. | | | |
| Type of Work | Paving Project | | |
| Primary County | Seward, NE | | |
| Project Length | 2,300' | | |
| ****UNLESS NOTED OTHERWISE ALL STAKING IS FOR 1 TIME - RESTAKING IS ADDITIONAL** | | | |
| **TASKS** | | | **Fee** |
| 1.0 Verify Horizontal and Vertical Control (Required). | | | $ 1,150 |
| 2.0 Removals: Paint dot at plan station and offset (18 locations). | | | $ 345 |
| 3.0 Storm Sewer: One graded offset hub every 50' (250'), two graded offset at each curb inlet (6) and each area inlet (1). | | | $ 1,610 |
| 4.0 Subgrade: Three rows of lath every 50' (2,500'). | | | $ 2,760 |
| 5.0 Paving Hubs: Including grades where provided on plans at P.C.'s, P.T.'s, radius points, tapers and as follows: | | | $ 9,430 |
| Two Rows at 25' intervals for approx. 2,500'. | | | |
| At grades as shown for the roundabout | | | |
| 6.0 Trail: One graded offset hub every 25' (250'). One side only | | | $ 690 |
| | | | |
| | | **Base Bid Total:** | ***$ 15,985*** |
| | | | |
| | | | |
| | | | |
| **RESTAKING & ADDITIONAL SERVICES** | **HOURLY RATES** | | |
| Crew hour, 2-person crew | $230 | | |
| Survey technician | $115 | | |
| Project Manager | $115 | | |
| | | | |

**CONTRACTOR RESPONSIBILITY**

Pay for all restaking.

Provide paper construction plans (two sets), revisions, control point and electronic plan information.

Any staking or other requirements that are not included in this quote and are requested by the owner, or other outside agencies will be treated as additional services.

Contractor to provide JEO a list of agents/representatives/employees of said contractor, authorized to approve and/or request survey additional services.

Any costs associated with bonds required of JEO Consulting Group, Inc. will be additional to this staking quote.

**JEO General Conditions are attached and considered part of this bid.**



JEO CONSULTING GROUP INC

# JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

## GENERAL CONDITIONS

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in the attached Scope of Services. JEO shall invoice the client for these services at the fee stated in the attached Scope of Services.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. CLIENT RESPONSIBILITIES:** The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt, unless prior arrangements are made. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

**a.** Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

**b.** When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

**c.** The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

**d.** If there is a discrepancy between the same version of electronic files and the hard copies, the hard copies govern.

**e.** Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

**9. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners,

employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

**10. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

**a.** Workers' Compensation: Statutory
**b.** Employer's Liability
  **i.** Each Accident: $500,000
  **ii.** Disease, Policy Limit: $500,000
  **iii.** Disease, Each Employee: $500,000
**c.** General Liability
  **i.** Each Occurrence (Bodily Injury and Property Damage): $1,000,000
  **ii.** General Aggregate: $2,000,000
**d.** Auto Liability
  **i.** Combined Single: $1,000,000
**e.** Excess or Umbrella Liability
  **i.** Each Occurrence: $1,000,000
  **ii.** General Aggregate: $1,000,000
**f.** Professional Liability:
  **i.** Each Occurrence: $1,000,000
  **ii.** General Aggregate: $2,000,000
**g.** All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
**h.** The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
**i.** The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

**11. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**12. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**13. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

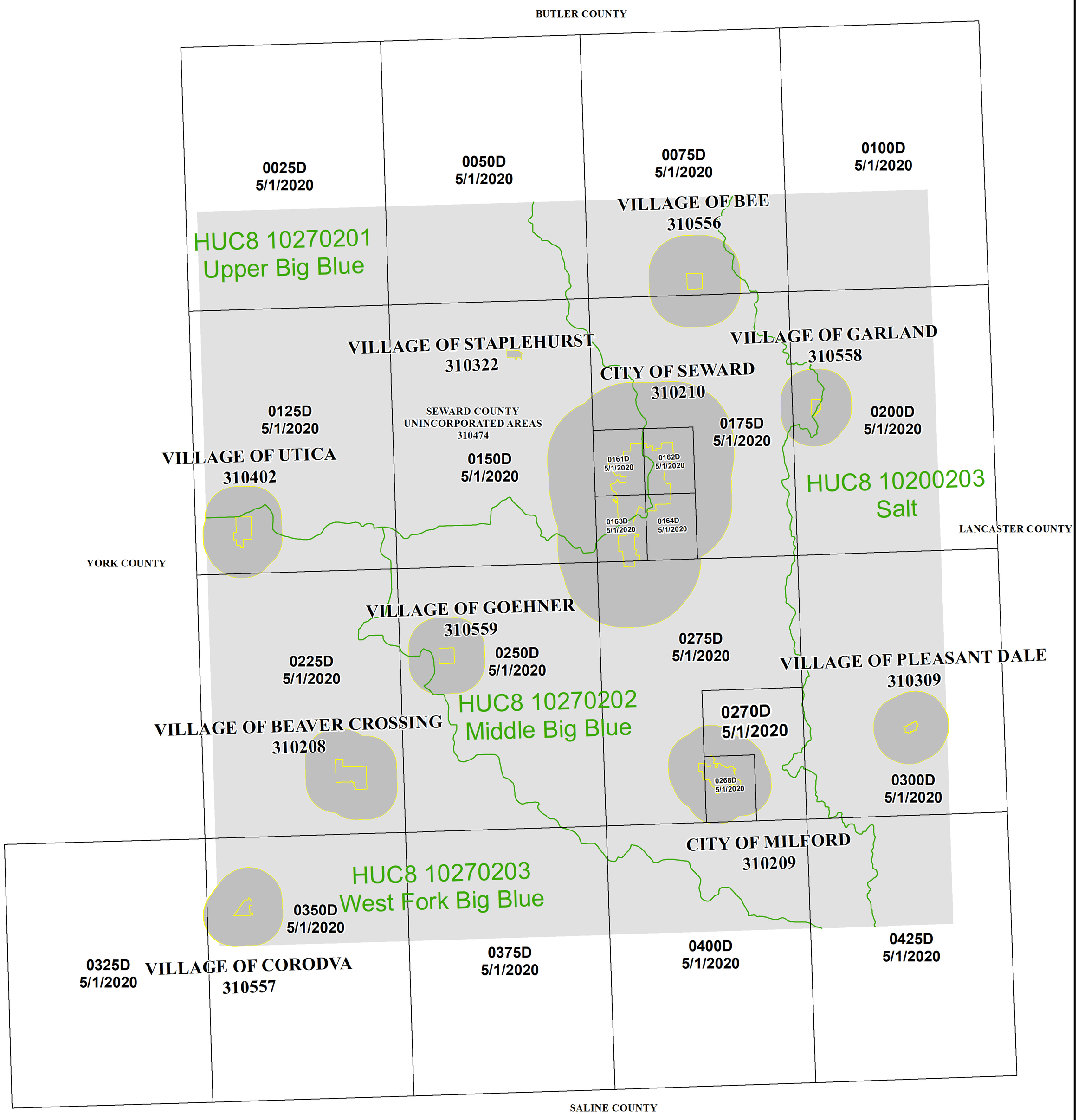
**a.** Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
**b.** Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
**c.** All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

**14. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

**15. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**16. NON-DISCRIMINATION CLAUSE:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

**17. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.




N

1 inch = 18,750 feet 1:225,000

0 5,000 10,000 20,000 30,000 40,000 feet

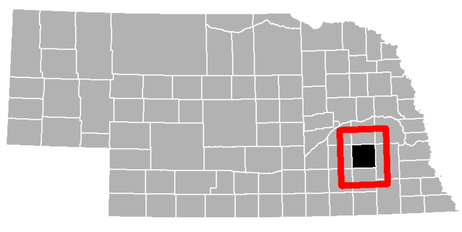
Map Projection:
NAD 1983 StatePlane Nebraska FIPS 2600 Feet

THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT

**HTTP://MSC.FEMA.GOV**

SEE FLOOD INSURANCE STUDY FOR ADDITIONAL INFORMATION

COUNTY LOCATOR



## NATIONAL FLOOD INSURANCE PROGRAM

### FLOOD INSURANCE RATE MAP INDEX

**SEWARD COUNTY, NEBRASKA** and Incorporated Areas

**PANELS PRINTED:**
0025, 0050, 0075, 0100, 0125, 0150, 0161, 0162, 0163, 0164, 0175, 0200, 0225, 0250, 0268, 0270, 0275, 0300, 0325, 0350, 0375, 0400, 0425

FEMA

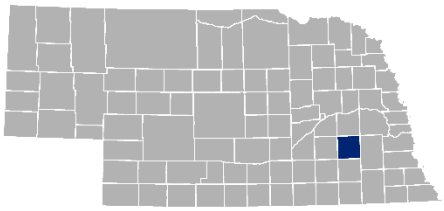
**MAP NUMBER**
31159CIND0A

**MAP EFFECTIVE**
MAY 1, 2020

# FLOOD INSURANCE STUDY

FEDERAL EMERGENCY MANAGEMENT AGENCY

**VOLUME 1 OF 1**



# SEWARD COUNTY, NEBRASKA

## AND INCORPORATED AREAS

| COMMUNITY NAME | COMMUNITY NUMBER |
|---|---|
| BEAVER CROSSING, VILLAGE OF | 310208 |
| BEE, VILLAGE OF | 310556 |
| CORDOVA, VILLAGE OF | 310557 |
| GARLAND, VILLAGE OF | 310558 |
| GOEHNER, VILLAGE OF | 310559 |
| MILFORD, CITY OF | 310209 |
| PLEASANT DALE, VILLAGE OF | 310309 |
| SEWARD, CITY OF | 310210 |
| SEWARD COUNTY, UNINCORPORATED AREAS | 310474 |
| STAPLEHURST, VILLAGE OF | 310322 |
| UTICA, VILLAGE OF | 310402 |

FEMA

## EFFECTIVE:

**MAY 1, 2020**

FLOOD INSURANCE STUDY NUMBER
**31159CV000A**

Version Number 2.4.3.5

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|---|---|
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| Plum Creek | 28-35 P |
| Southwest Tributary | 36-40 P |

**Published Separately**

Flood Insurance Rate Map (FIRM)

**FLOOD INSURANCE STUDY REPORT**
SEWARD COUNTY, NEBRASKA

# SECTION 1.0 – INTRODUCTION

## 1.1 The National Flood Insurance Program

The National Flood Insurance Program (NFIP) is a voluntary Federal program that enables property owners in participating communities to purchase insurance protection against losses from flooding. This insurance is designed to provide an alternative to disaster assistance to meet the escalating costs of repairing damage to buildings and their contents caused by floods.

For decades, the national response to flood disasters was generally limited to constructing flood-control works such as dams, levees, sea-walls, and the like, and providing disaster relief to flood victims. This approach did not reduce losses nor did it discourage unwise development. In some instances, it may have actually encouraged additional development. To compound the problem, the public generally could not buy flood coverage from insurance companies, and building techniques to reduce flood damage were often overlooked.

In the face of mounting flood losses and escalating costs of disaster relief to the general taxpayers, the U.S. Congress created the NFIP. The intent was to reduce future flood damage through community floodplain management ordinances, and provide protection for property owners against potential losses through an insurance mechanism that requires a premium to be paid for the protection.

The U.S. Congress established the NFIP on August 1, 1968, with the passage of the National Flood Insurance Act of 1968. The NFIP was broadened and modified with the passage of the Flood Disaster Protection Act of 1973 and other legislative measures. It was further modified by the National Flood Insurance Reform Act of 1994 and the Flood Insurance Reform Act of 2004. The NFIP is administered by the Federal Emergency Management Agency (FEMA), which is a component of the Department of Homeland Security (DHS).

Participation in the NFIP is based on an agreement between local communities and the Federal Government. If a community adopts and enforces floodplain management regulations to reduce future flood risks to new construction and substantially improved structures in Special Flood Hazard Areas (SFHAs), the Federal Government will make flood insurance available within the community as a financial protection against flood losses. The community's floodplain management regulations must meet or exceed criteria established in accordance with Title 44 Code of Federal Regulations (CFR) Part 60.3, *Criteria for Land Management and Use*.

SFHAs are delineated on the community's Flood Insurance Rate Maps (FIRMs). Under the NFIP, buildings that were built before the flood hazard was identified on the community's FIRMs are generally referred to as "Pre-FIRM" buildings. When the NFIP was created, the U.S. Congress recognized that insurance for Pre-FIRM buildings would be prohibitively expensive if the premiums were not subsidized by the Federal

Government. Congress also recognized that most of these floodprone buildings were built by individuals who did not have sufficient knowledge of the flood hazard to make informed decisions. The NFIP requires that full actuarial rates reflecting the complete flood risk be charged on all buildings constructed or substantially improved on or after the effective date of the initial FIRM for the community or after December 31, 1974, whichever is later. These buildings are generally referred to as “Post-FIRM” buildings.

## 1.2 Purpose of this Flood Insurance Study Report

This Flood Insurance Study (FIS) Report information on the existence and severity of flood hazards for the study area. The studies described in this report developed flood hazard data that will be used to establish actuarial flood insurance rates and to assist communities in efforts to implement sound floodplain management.

In some states or communities, floodplain management criteria or regulations may exist that are more restrictive than the minimum Federal requirements. Contact your State NFIP Coordinator to ensure that any higher State standards are included in the community’s regulations.

## 1.3 Jurisdictions Included in the Flood Insurance Study Project

This FIS Report covers the entire geographic area of Seward County, Nebraska.

The jurisdictions that are included in this project area, along with the Community Identification Number (CID) for each community and the 8-digit Hydrologic Unit Codes (HUC-8) sub-basins affecting each, are shown in Table 1. The Flood Insurance Rate Map (FIRM) panel numbers that affect each community are listed. If the flood hazard data for the community is not included in this FIS Report, the location of that data is identified.

The location of flood hazard data for participating communities in multiple jurisdictions is also indicated in the table.

Jurisdictions that have no identified SFHAs as of the effective date of this study are indicated in the table. Changed conditions in these communities (such as urbanization or annexation) or the availability of new scientific or technical data about flood hazards could make it necessary to determine SFHAs in these jurisdictions in the future.

**Table 1: Listing of NFIP Jurisdictions**

| Community | CID | HUC-8 Sub-Basin(s) | Located on FIRM Panel(s) | If Not Included, Location of Flood Hazard Data |
|---|---|---|---|---|
| Beaver Crossing, Village of | 310208 | 10270203 | 31159C0225D | |
| Bee, Village of | 310556 | 10270202, 10200203 | 31159C0075D, 31159C0175D | |
| Cordova, Village of | 310557 | 10270203 | 31159C0325D, 31159C0350D | |
| Garland, Village of | 310558 | 10270202, 10200203 | 31159C0175D, 31159C0200D | |

| Community | CID | HUC-8 Sub-Basin(s) | Located on FIRM Panel(s) | If Not Included, Location of Flood Hazard Data |
|---|---|---|---|---|
| Goehner, Village of | 310559 | 10270202, 10270203 | 31159C0250D | |
| Milford, City of | 310209 | 10270202 | 31159C0268D, 31159C0270D, 31159C0275D, 31159C0400D | |
| Pleasant Dale, Village of | 310309 | 10200203 | 31159C0300D | |
| Seward, City of | 310210 | 10270201, 10270202 | 31159C0150D, 31159C0161D, 31159C0162D, 31159C0163D, 31159C0164D, 31159C0175D 31159C0250D, 31159C0275D | |
| Seward County, Unincorporated Areas | 310474 | 10270201, 10270202, 10270203, 10200203 | 31159C0025D, 31159C0050D, 31159C0075D, 31159C0100D, 31159C0125D, 31159C0150D, 31159C0175D, 31159C0200D, 31159C0225D, 31159C0250D, 31159C0268D, 31159C0270D, 31159C0275D, 31159C0300D, 31159C0350D, 31159C0375D, 31159C0400D, 31159C0425D | |
| Staplehurst, Village of | 310322 | 10270201 | 31159C0150D | |
| Utica, Village of | 310402 | 10270201, 10270203 | 31159C0125D, 31159C0225D | |

## 1.4 Considerations for using this Flood Insurance Study Report

The NFIP encourages State and local governments to implement sound floodplain management programs. To assist in this endeavor, each FIS Report provides floodplain data, which may include a combination of the following: 10-, 4-, 2-, 1-, and 0.2-percent annual chance flood elevations (the 1% annual chance flood elevation is also referred to as the Base Flood Elevation (BFE)); delineations of the 1% annual chance and 0.2% annual chance floodplains; and 1% annual chance floodway. This information is presented on the FIRM and/or in many components of the FIS Report, including Flood Profiles, Floodway Data tables, Summary of Non-Coastal Stillwater Elevations tables,

and Coastal Transect Parameters tables (not all components may be provided for a specific FIS).

This section presents important considerations for using the information contained in this FIS Report and the FIRM, including changes in format and content. Figures 1, 2, and 3 present information that applies to using the FIRM with the FIS Report.

- Part or all of this FIS Report may be revised and republished at any time. In addition, part of this FIS Report may be revised by a Letter of Map Revision (LOMR), which does not involve republication or redistribution of the FIS Report. Refer to Section 6.5 of this FIS Report for information about the process to revise the FIS Report and/or FIRM.

  It is, therefore, the responsibility of the user to consult with community officials by contacting the community repository to obtain the most current FIS Report components. Communities participating in the NFIP have established repositories of flood hazard data for floodplain management and flood insurance purposes. Community map repository addresses are provided in Table 31, "Map Repositories," within this FIS Report.

- New FIS Reports are frequently developed for multiple communities, such as entire counties. A countywide FIS Report incorporates previous FIS Reports for sindividual communities and the unincorporated area of the county (if not jurisdictional) into a single document and supersedes those documents for the purposes of the NFIP.

  The initial Countywide FIS Report for Seward County became effective on 5/1/2020. Refer to Table 28 for information about subsequent revisions to the FIRMs.

- FEMA does not impose floodplain management requirements or special insurance ratings based on Limit of Moderate Wave Action (LiMWA) delineations at this time. The LiMWA represents the approximate landward limit of the 1.5-foot breaking wave. If the LiMWA is shown on the FIRM, it is being provided by FEMA as information only. For communities that do adopt Zone VE building standards in the area defined by the LiMWA, additional Community Rating System (CRS) credits are available. Refer to Section 2.5.4 for additional information about the LiMWA.

  The CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. Visit the FEMA Web site at **www.fema.gov/national-flood-insurance-program-community-rating-system** or contact your appropriate FEMA Regional Office for more information about this program.

- Previous FIS Reports and FIRMs may have included levees that were accredited as reducing the risk associated with the 1% annual chance flood based on the information available and the mapping standards of the NFIP at that time. For FEMA to continue to accredit the identified levees, the levees must meet the criteria of the Code of Federal Regulations, Title 44, Section 65.10 (44 CFR 65.10), titled "Mapping of Areas Protected by Levee Systems."

Since the status of levees is subject to change at any time, the user should contact the appropriate agency for the latest information regarding levees presented in Table 9 of this FIS Report. For levees owned or operated by the U.S. Army Corps of Engineers (USACE), information may be obtained from the USACE national levee database (**nld.usace.army.mil**). For all other levees, the user is encouraged to contact the appropriate local community.

- FEMA has developed a *Guide to Flood Maps* (FEMA 258) and online tutorials to assist users in accessing the information contained on the FIRM. These include how to read panels and step-by-step instructions to obtain specific information. To obtain this guide and other assistance in using the FIRM, visit the FEMA Web site at www.fema.gov/online-tutorials.

The FIRM Index in Figure 1 shows the overall FIRM panel layout within Seward County, and also displays the panel number and effective date for each FIRM panel in the county. Other information shown on the FIRM Index includes community boundaries, watershed boundaries, and United States Geological Survey (USGS) Hydrologic Unit Code – 8 (HUC-8) codes.

**Figure 1: FIRM Panel Index**

N

1 inch = 18,750 feet 1:225,000

feet
0 5,000 10,000 20,000 30,000 40,000

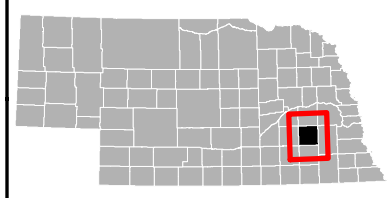
Map Projection:
NAD 1983 StatePlane Nebraska FIPS 2600 Feet

THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT

**HTTP://MSC.FEMA.GOV**

SEE FLOOD INSURANCE STUDY FOR ADDITIONAL INFORMATION

COUNTY LOCATOR



**NATIONAL FLOOD INSURANCE PROGRAM**

FLOOD INSURANCE RATE MAP INDEX

**SEWARD COUNTY, NEBRASKA** and Incorporated Areas

PANELS PRINTED:

0025, 0050, 0075, 0100, 0125, 0150, 0161, 0162, 0163, 0164, 0175, 0200, 0225, 0250, 0268, 0270, 0275, 0300, 0325, 0350, 0375, 0400, 0425

FEMA

MAP NUMBER
31159CIND0A

MAP EFFECTIVE
MAY 1, 2020

Each FIRM panel may contain specific notes to the user that provide additional information regarding the flood hazard data shown on that map. However, the FIRM panel does not contain enough space to show all the notes that may be relevant in helping to better understand the information on the panel. Figure 2 contains the full list of these notes.

**Figure 2: FIRM Notes to Users**

# NOTES TO USERS

For information and questions about this map, available products associated with this FIRM including historic versions of this FIRM, how to order products, or the National Flood Insurance Program in general, please call the FEMA Map Information eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Flood Map Service Center website at msc.fema.gov. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website. Users may determine the current map date for each FIRM panel by visiting the FEMA Flood Map Service Center website or by calling the FEMA Map Information eXchange.

Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Flood Map Service Center at the number listed above.

For community and countywide map dates, refer to Table 28 in this FIS Report.

To determine if flood insurance is available in the community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

PRELIMINARY FIS REPORT: FEMA maintains information about map features, such as street locations and names, in or near designated flood hazard areas. Requests to revise information in or near designated flood hazard areas may be provided to FEMA during the community review period, at the final Consultation Coordination Officer's meeting, or during the statutory 90-day appeal period. Approved requests for changes will be shown on the final printed FIRM.

The map is for use in administering the NFIP. It may not identify all areas subject to flooding, particularly from local drainage sources of small size. Consult the community map repository to find updated or additional flood hazard information.

BASE FLOOD ELEVATIONS: For more detailed information in areas where Base Flood Elevations (BFEs) and/or floodways have been determined, consult the Flood Profiles and Floodway Data and/or Summary of Non-Coastal Stillwater Elevations tables within this FIS Report. Use the flood elevation data within the FIS Report in conjunction with the FIRM for construction and/or floodplain management.

FLOODWAY INFORMATION: Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the FIS Report for this jurisdiction.

**Figure 2. FIRM Notes to Users**

FLOOD CONTROL STRUCTURE INFORMATION: Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 4.3 "Non-Levee Flood Protection Measures" of this FIS Report for information on flood control structures for this jurisdiction.

PROJECTION INFORMATION: The projection used in the preparation of the map was Nebraska State Plane Coordinate System of 1983, FIPS 2600**.** The horizontal datum was NAD83. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of the FIRM.

ELEVATION DATUM: Flood elevations on the FIRM are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at www.ngs.noaa.gov/ or contact the National Geodetic Survey at the following address:

*NGS Information Services*
*NOAA, N/NGS12*
*National Geodetic Survey*
*SSMC-3, #9202*
*1315 East-West Highway*
*Silver Spring, Maryland 20910-3282*
*(301) 713-3242*

Local vertical monuments may have been used to create the map. To obtain current monument information, please contact the appropriate local community listed in Table 31 of this FIS Report.

BASE MAP INFORMATION: Base map information shown on the FIRM was derived from U.S. Census Bureau TIGER files, dated 2014, and digital data provided by the Nebraska Department of Natural Resources (NeDNR). The aerial photography was photogrammetrically compiled at a scale of 1:24,000 from aerial photography dated 2014 or later. For information about base maps, refer to Section 6.2 “Base Map” in this FIS Report.

The map reflects more detailed and up-to-date stream channel configurations than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables may reflect stream channel distances that differ from what is shown on the map.

Corporate limits shown on the map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after the map was published, map users should contact appropriate community officials to verify current corporate limit locations.

## NOTES FOR FIRM INDEX

REVISIONS TO INDEX: As new studies are performed and FIRM panels are updated within Seward County, Nebraska, corresponding revisions to the FIRM Index will be incorporated within the FIS Report to reflect the effective dates of those panels. Please refer to Table 28 of this FIS Report to determine the most recent FIRM revision date for each community. The most recent FIRM panel effective date will correspond to the most recent index date.

## SPECIAL NOTES FOR SPECIFIC FIRM PANELS

This Notes to Users section was created specifically for Seward County, Nebraska, effective 5/1/2020.

PROVISIONALLY ACCREDITED LEVEE: Check with your local community to obtain more information, such as the estimated level of protection provided (which may exceed the 1-percent-annual-chance level) and Emergency Action Plan, on the levee system(s) shown as providing protection for areas on this panel. To maintain accreditation, the levee owner or community is required to submit the data and documentation necessary to comply with Section 65.10 of the NFIP regulations by June 7, 2020. If the community or owner does not provide the necessary data and documentation or if the data and documentation provided indicate the levee system does not comply with Section 65.10 requirements, FEMA will revise the flood hazard and risk information for this area to reflect de-accreditation of the levee system. To mitigate flood risk in residual risk areas, property owners and residents are encouraged to consider flood insurance and floodproofing or other protective measures. For more information on flood insurance, interested parties should visit www.fema.gov/national-flood-insurance-program.

FLOOD RISK REPORT: A Flood Risk Report (FRR) may be available for many of the flooding sources and communities referenced in this FIS Report. The FRR is provided to increase public awareness of flood risk by helping communities identify the areas within their jurisdictions that have the greatest risks. Although non-regulatory, the information provided within the FRR can assist communities in assessing and evaluating mitigation opportunities to reduce these risks. It can also be used by communities developing or updating flood risk mitigation plans. These plans allow communities to identify and evaluate opportunities to reduce potential loss of life and property. However, the FRR is not intended to be the final authoritative source of all flood risk data for a project area; rather, it should be used with other data sources to paint a comprehensive picture of flood risk.

Each FIRM panel contains an abbreviated legend for the features shown on the maps. However, the FIRM panel does not contain enough space to show the legend for all map features. Figure 3 shows the full legend of all map features. Note that not all of these features may appear on the FIRM panels in Seward County.

**Figure 3: Map Legend for FIRM**

**SPECIAL FLOOD HAZARD AREAS:** *The 1% annual chance flood, also known as the base flood or 100-year flood, has a 1% chance of happening or being exceeded each year. Special Flood Hazard Areas are subject to flooding by the 1% annual chance flood. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood. The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights. See note for specific types. If the floodway is too narrow to be shown, a note is shown.*

**Figure 3: Map Legend for FIRM**

| | |
|---|---|
| | Special Flood Hazard Areas subject to inundation by the 1% annual chance flood (Zones A, AE, AH, AO, AR, A99, V and VE) |
| Zone A | The flood insurance rate zone that corresponds to the 1% annual chance floodplains. No base (1% annual chance) flood elevations (BFEs) or depths are shown within this zone. |
| Zone AE | The flood insurance rate zone that corresponds to the 1% annual chance floodplains. Base flood elevations derived from the hydraulic analyses are shown within this zone. |
| Zone AH | The flood insurance rate zone that corresponds to the areas of 1% annual chance shallow flooding (usually areas of ponding) where average depths are between 1 and 3 feet. Whole-foot BFEs derived from the hydraulic analyses are shown at selected intervals within this zone. |
| Zone AO | The flood insurance rate zone that corresponds to the areas of 1% annual chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between 1 and 3 feet. Average whole-foot depths derived from the hydraulic analyses are shown within this zone. |
| Zone AR | The flood insurance rate zone that corresponds to areas that were formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood. |
| Zone A99 | The flood insurance rate zone that corresponds to areas of the 1% annual chance floodplain that will be protected by a Federal flood protection system where construction has reached specified statutory milestones. No base flood elevations or flood depths are shown within this zone. |
| Zone V | The flood insurance rate zone that corresponds to the 1% annual chance coastal floodplains that have additional hazards associated with storm waves. Base flood elevations are not shown within this zone. |
| Zone VE | Zone VE is the flood insurance rate zone that corresponds to the 1% annual chance coastal floodplains that have additional hazards associated with storm waves. Base flood elevations derived from the coastal analyses are shown within this zone as static whole-foot elevations that apply throughout the zone. |
| | Regulatory Floodway determined in Zone AE. |
| **OTHER AREAS OF FLOOD HAZARD** | |
| | Shaded Zone X: Areas of 0.2% annual chance flood hazards and areas of 1% annual chance flood hazards with average depths of less than 1 foot or with drainage areas less than 1 square mile. |

**Figure 3: Map Legend for FIRM**

| | |
|---|---|
| | Future Conditions 1% Annual Chance Flood Hazard – Zone X: The flood insurance rate zone that corresponds to the 1% annual chance floodplains that are determined based on future-conditions hydrology. No base flood elevations or flood depths are shown within this zone. |
| | Area with Reduced Flood Risk due to Levee: Areas where an accredited levee, dike, or other flood control structure has reduced the flood risk from the 1% annual chance flood. See Notes to Users for important information. |
| | Area with Flood Risk due to Levee: Areas where a non-accredited levee, dike, or other flood control structure is shown as providing protection to less than the 1% annual chance flood. |
| **OTHER AREAS** | |
| | Zone D (Areas of Undetermined Flood Hazard): The flood insurance rate zone that corresponds to unstudied areas where flood hazards are undetermined, but possible. |
| NO SCREEN | Unshaded Zone X: Areas of minimal flood hazard. |
| **FLOOD HAZARD AND OTHER BOUNDARY LINES** | |
| (ortho) (vector) | Flood Zone Boundary (white line on ortho-photography-based mapping; gray line on vector-based mapping) |
| | Limit of Study |
| | Jurisdiction Boundary |
| | Limit of Moderate Wave Action (LiMWA): Indicates the inland limit of the area affected by waves greater than 1.5 feet |
| **GENERAL STRUCTURESz** | |
| *Aqueduct*<br>*Channel*<br>*Culvert*<br>*Storm Sewer* | Channel, Culvert, Aqueduct, or Storm Sewer |
| *Dam*<br>*Jetty*<br>*Weir* | Dam, Jetty, Weir |
| | Levee, Dike, or Floodwall |
| *Bridge* | Bridge |

**Figure 3: Map Legend for FIRM**

| | |
|---|---|
| **REFERENCE MARKERS** | |
| 22.0 | River mile Markers |
| **CROSS SECTION & TRANSECT INFORMATION** | |
| B 20.2 | Lettered Cross Section with Regulatory Water Surface Elevation (BFE) |
| 5280 21.1 | Numbered Cross Section with Regulatory Water Surface Elevation (BFE) |
| 17.5 | Unlettered Cross Section with Regulatory Water Surface Elevation (BFE) |
| 8 | Coastal Transect |
| | Profile Baseline: Indicates the modeled flow path of a stream and is shown on FIRM panels for all valid studies with profiles or otherwise established base flood elevation. |
| | Coastal Transect Baseline: Used in the coastal flood hazard model to represent the 0.0-foot elevation contour and the starting point for the transect and the measuring point for the coastal mapping. |
| 513 | Base Flood Elevation Line |
| **ZONE AE (EL 16)** | Static Base Flood Elevation value (shown under zone label) |
| **ZONE AO (DEPTH 2)** | Zone designation with Depth |
| **ZONE AO (DEPTH 2) (VEL 15 FPS)** | Zone designation with Depth and Velocity |
| **BASE MAP FEATURES** | |
| *Missouri Creek* | River, Stream or Other Hydrographic Feature |
| 234 | Interstate Highway |
| 234 | U.S. Highway |
| 234 | State Highway |
| 234 | County Highway |
| MAPLE LANE | Street, Road, Avenue Name, or Private Drive if shown on Flood Profile |

**Figure 3: Map Legend for FIRM**

| | |
|---|---|
| *RAILROAD* | Railroad |
| _____ | Horizontal Reference Grid Line |
| ___ | Horizontal Reference Grid Ticks |
| + | Secondary Grid Crosshairs |
| Land Grant | Name of Land Grant |
| 7 | Section Number |
| R. 43 W.  T. 22 N. | Range, Township Number |
| **$^{42}76^{000m}$E** | Horizontal Reference Grid Coordinates (UTM) |
| **365000 FT** | Horizontal Reference Grid Coordinates (State Plane) |
| **80° 16’ 52.5”** | Corner Coordinates (Latitude, Longitude) |

## SECTION 2.0 – FLOODPLAIN MANAGEMENT APPLICATIONS

### 2.1 Floodplain Boundaries

To provide a national standard without regional discrimination, the 1% annual chance (100-year) flood has been adopted by FEMA as the base flood for floodplain management purposes. The 0.2% annual chance (500-year) flood is employed to indicate additional areas of flood hazard in the community.

Each flooding source included in the project scope has been studied and mapped using professional engineering and mapping methodologies that were agreed upon by FEMA and Seward County as appropriate to the risk level. Flood risk is evaluated based on factors such as known flood hazards and projected impact on the built environment. Engineering analyses were performed for each studied flooding source to calculate its 1% annual chance flood elevations; elevations corresponding to other floods (e.g. 10-, 4-, 2-, 0.2-percent annual chance, etc.) may have also been computed for certain flooding sources. Engineering models and methods are described in detail in Section 5.0 of this FIS Report. The modeled elevations at cross sections were used to delineate the floodplain boundaries on the FIRM; between cross sections, the boundaries were interpolated using elevation data from various sources. More information on specific mapping methods is provided in Section 6.0 of this FIS Report.

Depending on the accuracy of available topographic data (Table 23), study methodologies employed (Section 5.0), and flood risk, certain flooding sources may be mapped to show both the 1% and 0.2% annual chance floodplain boundaries, regulatory water surface elevations (BFEs), and/or a regulatory floodway. Similarly, other flooding sources may be mapped to show only the 1% annual chance floodplain boundary on the FIRM, without published water surface elevations. In cases where the 1% and 0.2% annual chance floodplain boundaries are close together, only the 1% annual chance floodplain boundary is shown on the FIRM. Figure 3, “Map Legend for FIRM”, describes the flood zones that are used on the FIRMs to account for the varying levels of flood risk that exist along flooding sources within the project area. Table 2 and Table 3 indicate the flood zone designations for each flooding source and each community within Seward County, respectively.

Table 2, “Flooding Sources Included in this FIS Report,” lists each flooding source, including its study limits, affected communities, mapped zone on the FIRM, and the completion date of its engineering analysis from which the flood elevations on the FIRM and in the FIS Report were derived. Descriptions and dates for the latest hydrologic and hydraulic analyses of the flooding sources are shown in Table 13. Floodplain boundaries for these flooding sources are shown on the FIRM (published separately) using the symbology described in Figure 3. On the map, the 1% annual chance floodplain corresponds to the SFHAs. The 0.2% annual chance floodplain shows areas that, although out of the regulatory floodplain, are still subject to flood hazards.

Small areas within the floodplain boundaries may lie above the flood elevations but cannot be shown due to limitations of the map scale and/or lack of detailed topographic

data. The procedures to remove these areas from the SFHA are described in Section 6.5 of this FIS Report.

**Table 2: Flooding Sources Included in this FIS Report**

| Flooding Source | Community | Downstream Limit | Upstream Limit | HUC-8 Sub-Basin(s) | Length (mi) (streams or coastlines) | Floodway (Y/N) | Zone shown on FIRM | Date of Analysis |
|---|---|---|---|---|---|---|---|---|
| Beaver Creek and Zone A Tributaries | Seward County, Unincorporated Areas | Confluence with West Fork Big Blue River | Co. Rd 476 (York/Seward County Line) | 10270203 | 23.2 | N | A | 2017 |
| Big Blue River and Zone A Tributaries | Seward County, Unincorporated Areas; Village of Staplehurst | Approximately 25 feet downstream of Old Mill Rd | Ashland Rd (Butler/Seward County Line) | 10270201 | 33.3 | N | A | 2017 |
| Big Blue River | City of Milford; City of Seward; Seward County, Unincorporated Areas | Approximately 2,275 feet upstream of 224 Rd | Approximately 25 feet downstream of Old Mill Rd | 10270201, 10270202 | 32.4 | Y | AE | 2017 |
| Big Blue River Zone A Tributaries | City of Milford; City of Seward; Seward County, Unincorporated Areas | Confluence with Big Blue River | 1 square mile drainage area of all Zone A streams | 10270201, 10270202 | 95 | N | A | 2017 |
| Big Blue River and Zone A Tributaries | Seward County, Unincorporated Areas | Saltillo Rd (Seward/Saline County line) | Approximately 2,275 feet upstream of 224 Rd | 10270201, 10270202 | 19.8 | N | A | 2017 |
| Cheese Creek and Zone A Tributaries | Seward County, Unincorporated Areas | Co. Rd 140 (Seward/Lancaster County line) | Approximately 5,900 feet upstream of State Highway 103 | 10200203 | 4.4 | N | A | 2017 |
| Holmes Creek and Zone A Tributaries | Seward County, Unincorporated Areas | Co. Rd 140 (Seward/Lancaster County line) | Approximately 1,530 feet downstream of Denton Rd, between Co. Rd 175 and State Highway 103 | 10200203 | 4.9 | N | A | 2017 |

| Flooding Source | Community | Downstream Limit | Upstream Limit | HUC-8 Sub-Basin(s) | Length (mi) (streams or coastlines) | Floodway (Y/N) | Zone shown on FIRM | Date of Analysis |
|---|---|---|---|---|---|---|---|---|
| Indian Creek and Zone A Tributaries | Seward County, Unincorporated Areas; Village of Beaver Crossing; Village of Cordova | Confluence with West Fork Big Blue River | Approximately 2,000 feet upstream of Co. Rd 476 (Seward/York County Line) | 10270203 | 10.5 | N | A | 2017 |
| Middle Creek and Zone A Tributaries | Seward County, Unincorporated Areas | Co. Rd 140 (Seward/Lancaster County line) | Approximately 4,400 feet upstream of State Spur 80D | 10200203 | 23 | N | A | 2017 |
| Lincoln Creek and Zone A Tributaries | Seward County, Unincorporated Areas | Confluence with Big Blue River | Co. Rd 476 (Seward/York County line) | 10270201 | 103 | N | A | 2017 |
| Middle Oak Creek and Zone A Tributaries | Seward County, Unincorporated Areas | Co. Rd 140 (Seward/Lancaster County line) | Approximately 4,600 feet upstream of Little Salt Rd | 10200203 | 29.2 | N | A | 2017 |
| Oak Creek and Zone A Tributaries | Seward County, Unincorporated Areas | Co. Rd 140 (Seward/Lancaster County line) | Ashland Rd (Seward/Butler County line) | 10200203 | 11.9 | N | A | 2017 |
| Plum Creek and Zone A Tributaries | City of Seward; Seward County, Unincorporated Areas; Village of Bee; Village of Garland | Raymond Rd | Ashland Rd (Seward/Butler County line) | 10270202 | 18.4 | N | A | 2017 |
| Plum Creek | City of Seward | Confluence with Big Blue River | Raymond Rd | 10270202 | 9.1 | Y | AE | 2017 |
| Plum Creek Zone A Tributaries | City of Seward | Confluence with Plum Creek | 1 square mile drainage area of all Zone A streams | 10270202 | 22.9 | N | A | 2017 |
| South Branch Middle Creek and Zone A Tributaries | Seward County, Unincorporated Areas; Village of Pleasant Dale | Co. Rd 140 (Seward/Lancaster County line) | Approximately 3,900 feet upstream of Sunrise Rd | 10200203 | 31.4 | N | A | 2017 |

| Flooding Source | Community | Downstream Limit | Upstream Limit | HUC-8 Sub-Basin(s) | Length (mi) (streams or coastlines) | Floodway (Y/N) | Zone shown on FIRM | Date of Analysis |
|---|---|---|---|---|---|---|---|---|
| Southwest Tributary and Zone A Tributaries | Seward County, Unincorporated Areas; City of Seward | County Rd 308 | Approximately 3,900 feet upstream of County Rd 378 | 10270202 | 10.4 | Y | A | 2017 |
| Southwest Tributary | City of Seward | Confluence with Big Blue River | County Rd 308 | 10270202 | 5.2 | Y | AE | 2017 |
| Southwest Tributary and Zone A Tributaries | City of Seward | Confluence with Southwest Tributary | 1 square mile drainage area of all Zone A streams | 10270202 | 0.3 | Y | A | 2017 |
| West Fork Big Blue River and Zone A Tributaries | Seward County, Unincorporated Areas; Village of Beaver Crossing; Village of Cordova | Saltillo Rd (Seward/Saline County line) | Co. Rd 476 (Seward/York County line) | 10270203 | 105 | N | A | 2017 |

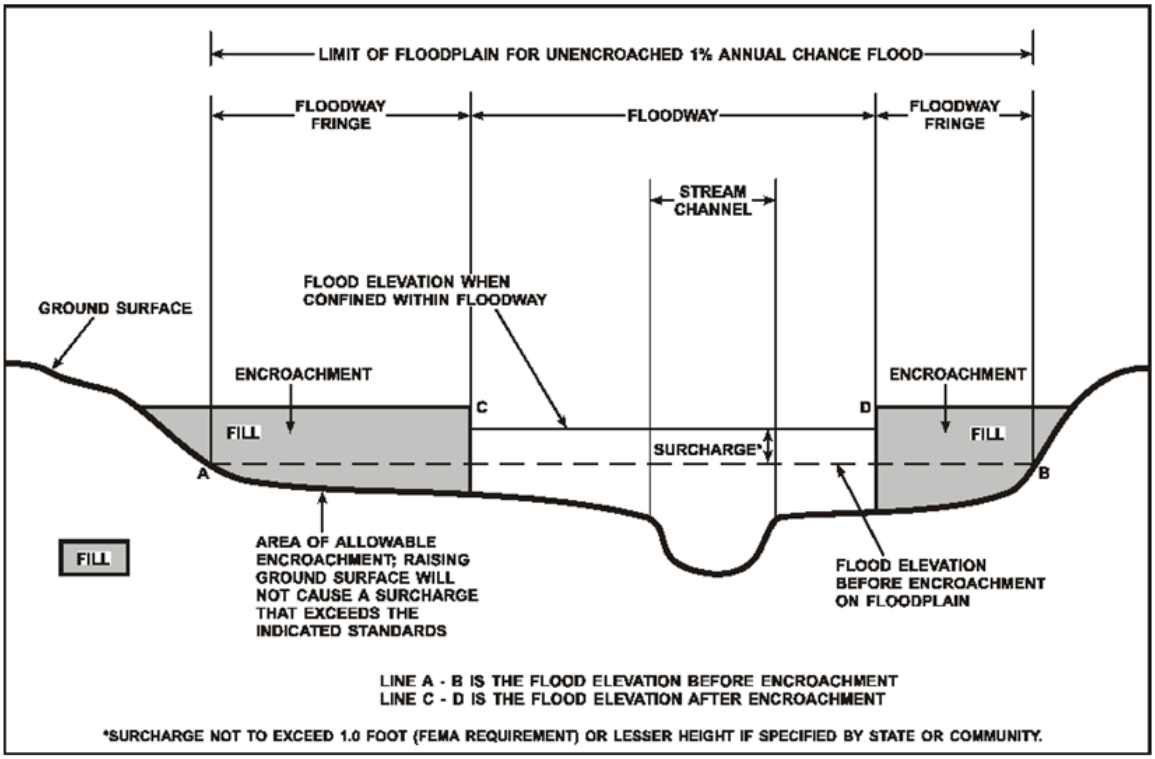
## 2.2 Floodways

Encroachment on floodplains, such as structures and fill, reduces flood-carrying capacity, increases flood heights and velocities, and increases flood hazards in areas beyond the encroachment itself. One aspect of floodplain management involves balancing the economic gain from floodplain development against the resulting increase in flood hazard.

For purposes of the NFIP, a floodway is used as a tool to assist local communities in balancing floodplain development against increasing flood hazard. With this approach, the area of the 1% annual chance floodplain on a river is divided into a floodway and a floodway fringe based on hydraulic modeling. The floodway is the channel of a stream, plus any adjacent floodplain areas, that must be kept free of encroachment in order to carry the 1% annual chance flood. The floodway fringe is the area between the floodway and the 1% annual chance floodplain boundaries where encroachment is permitted. The floodway must be wide enough so that the floodway fringe could be completely obstructed without increasing the water surface elevation of the 1% annual chance flood more than 1 foot at any point. Typical relationships between the floodway and the floodway fringe and their significance to floodplain development are shown in Figure 4.

To participate in the NFIP, Federal regulations require communities to limit increases caused by encroachment to 1.0 foot, provided that hazardous velocities are not produced. The floodways in this project are presented to local agencies as minimum standards that can be adopted directly or that can be used as a basis for additional floodway projects.

**Figure 4: Floodway Schematic**



Floodway widths presented in this FIS Report and on the FIRM were computed at cross sections. Between cross sections, the floodway boundaries were interpolated. For certain stream segments, floodways were adjusted so that the amount of floodwaters conveyed on each side of the floodplain would be reduced equally. The results of the floodway computations have been tabulated for selected cross sections and are shown in Table 24, “Floodway Data.”

All floodways that were developed for this Flood Risk Project are shown on the FIRM using the symbology described in Figure 3. In cases where the floodway and 1% annual chance floodplain boundaries are either close together or collinear, only the floodway boundary has been shown on the FIRM. For information about the delineation of floodways on the FIRM, refer to Section 6.3.

## 2.3 Base Flood Elevations

The hydraulic characteristics of flooding sources were analyzed to provide estimates of the elevations of floods of the selected recurrence intervals. The Base Flood Elevation (BFE) is the elevation of the 1% annual chance flood. These BFEs are most commonly rounded to the whole foot, as shown on the FIRM, but in certain circumstances or locations they may be rounded to 0.1 foot. Cross section lines shown on the FIRM may also be labeled with the BFE rounded to 0.1 foot. Whole-foot BFEs derived from engineering analyses that apply to coastal areas, areas of ponding, or other static areas with little elevation change may also be shown at selected intervals on the FIRM.

Cross sections with BFEs shown on the FIRM correspond to the cross sections shown in the Floodway Data table and Flood Profiles in this FIS Report. BFEs are primarily intended for flood insurance rating purposes. For construction and/or floodplain management purposes, users are cautioned to use the flood elevation data presented in this FIS Report in conjunction with the data shown on the FIRM.

## 2.4 Non-Encroachment Zones

Some States and communities use non-encroachment zones to manage floodplain development. While not a FEMA designated floodway, the non-encroachment zone represents that area around the stream that should be reserved to convey the 1% annual chance flood event.

Non-encroachment determinations may be delineated where it is not possible to delineate floodways because specific channel profiles with bridge and culvert geometry were not developed. Any non-encroachment determinations for this Flood Risk Project have been tabulated for selected cross sections and are shown in Table 25, “Flood Hazard and Non-Encroachment Data for Selected Streams.”on the FIRM but no floodways.

## 2.5 Coastal Flood Hazard Areas

This section is not applicable to this Flood Risk Project.

### 2.5.1 Water Elevations and the Effects of Waves

This section is not applicable to this Flood Risk Project.

**Figure 5: Wave Runup Transect Schematic**

**[Not Applicable to this Flood Risk Project]**

### 2.5.2 Floodplain Boundaries and BFEs for Coastal Areas

This section is not applicable to this Flood Risk Project.

### 2.5.3 Coastal High Hazard Areas

This section is not applicable to this Flood Risk Project.

**Figure 6: Coastal Transect Schematic**

**[Not Applicable to this Flood Risk Project]**

### 2.5.4 Limit of Moderate Wave Action

This section is not applicable to this Flood Risk Project.

## SECTION 3.0 – INSURANCE APPLICATIONS

### 3.1 National Flood Insurance Program Insurance Zones

For flood insurance applications, the FIRM designates flood insurance rate zones as described in Figure 3, “Map Legend for FIRM.” Flood insurance zone designations are assigned to flooding sources based on the results of the hydraulic or coastal analyses. Insurance agents use the zones shown on the FIRM and depths and base flood elevations in this FIS Report in conjunction with information on structures and their contents to assign premium rates for flood insurance policies.

The 1% annual chance floodplain boundary corresponds to the boundary of the areas of special flood hazards (e.g. Zones A, AE, V, VE, etc.), and the 0.2% annual chance floodplain boundary corresponds to the boundary of areas of additional flood hazards.

Table 3 lists the flood insurance zones in Seward County.

**Table 3: Flood Zone Designations by Community**

| Community | Flood Zone(s) |
|---|---|
| Beaver Crossing, Village of | A, X |
| Bee, Village of | A, X |
| Cordova, Village of | A, X |
| Garland, Village of | A, X |
| Goehner, Village of | A, X |
| Milford, City of | A, AE, X |

| Community | Flood Zone(s) |
|---|---|
| Pleasant Dale, Village of | A, X |
| Seward, City of | A, AE, X |
| Seward County, Unincorporated Areas | A, AE, X |
| Staplehurst, Village of | A, X |
| Utica, Village of | A, X |

### 3.2 Coastal Barrier Resources System

This section is not applicable to this Flood Risk Project.

**Table 4: Coastal Barrier Resources System Information**

**[Not Applicable to this Flood Risk Project]**

## SECTION 4.0 – AREA STUDIED

### 4.1 Basin Description

Table 5 contains a description of the characteristics of the HUC-8 sub-basins within which each community falls. The table includes the main flooding sources within each basin, a brief description of the basin, and its drainage area.

**Table 5: Basin Characteristics**

| HUC-8 Sub-Basin Name | HUC-8 Sub-Basin Number | Primary Flooding Source | Description of Affected Area | Drainage Area (square miles) |
|---|---|---|---|---|
| Middle Big Blue | 10270202 | Big Blue River | Begins at the upstream end of Big Blue River, extends south affecting the central portion of Seward County. | 1263 |
| Salt | 10200203 | Salt Creek | Begins at the upstream end of Salt Creek, extends northeast affecting the eastern portion of Seward County. | 1646 |
| Upper Big Blue | 10270201 | Big Blue River | Begins at the upstream end of Big Blue River, extends east affecting the northwest corner of Seward County. | 1107 |
| West Fork Big Blue | 10270203 | West Fork Big Blue River | Begins at the upstream end of West Fork Big Blue River, extends east affecting the southwest corner of Seward County. | 1339 |

## 4.2 Principal Flood Problems

Table 6 contains a description of the principal flood problems that have been noted for Seward County by flooding source.

**Table 6: Principal Flood Problems**

| Flooding Source | Description of Flood Problems |
|---|---|
| Big Blue River | Past floods of the Big Blue River have been produced by widesptread precipitation over the entire basin. Rapid snowmelt runoff can also contribute to flooding.<br>Major flooding has occurred in 1941, 1948, 1949, 1951, 1957, 1960, 1963, 1697, 1986. The discharge for the 1941 storm event was estimated to be 31,000 cfs, which was adopted to design the levee in the City of Seward. The 1951 and 1957 floods resulted in water surface elevations of 1444.4 feet at the U.S. Highway 34 bridge Southwest of Seward. The 1949 and 1951 flood events inundated portions of western Seward, including the Hughes Brothers industrial plant, the City park, and the surrounding residential areas. As a result, a levee was constructed by the U.S. Army Corps of Engineers to protect these areas. Since completion of the levee in 1953, property damage as a result of floods has been greatly reduced. |
| Plum Creek | Flooding from Plum Creek is caused by high-intensity, localized thunderstorms. The flood of record on Plum Creek was the flood of 1963. The peak discharge recorded for this flood at the Hillcrest Drive bridge was 20,200 cfs. Only isolated residences on the outskirts of the City of Seward were inundated by this flood. |

Table 7 contains information about historic flood elevations in the communities within Seward County.

**Table 7: Historic Flooding Elevations**

| Flooding Source | Location | Historic Peak (Feet NAVD88) | Event Date | Approximate Recurrence Interval (years) | Source of Data |
|---|---|---|---|---|---|
| Big Blue River | City of Seward | Unknown | 1941 | > 100 | 1993 City of Seward FIS |
| Big Blue River | U.S. Highway 34 bridge, City of Seward | 1444.4 | 1951, 1957, 1986 | 33 | 1993 City of Seward FIS |
| Plum Creek | Hillcrest Drive Bridge, City of Seward | 1457.4 | 1963 | > 500 | 1993 City of Seward FIS |

## 4.3 Non-Levee Flood Protection Measures

Table 8 contains information about non-levee flood protection measures within Seward County such as dams, jetties, and or dikes. Levees are addressed in Section 4.4 of this FIS Report.

**Table 8: Non-Levee Flood Protection Measures**

**[Not Applicable to this Flood Risk Project]**

## 4.4 Levees

For purposes of the NFIP, FEMA only recognizes levee systems that meet, and continue to meet, minimum design, operation, and maintenance standards that are consistent with comprehensive floodplain management criteria. The Code of Federal Regulations, Title 44, Section 65.10 (44 CFR 65.10) describes the information needed for FEMA to determine if a levee system reduces the risk from the 1% annual chance flood. This information must be supplied to FEMA by the community or other party when a flood risk study or restudy is conducted, when FIRMs are revised, or upon FEMA request. FEMA reviews the information for the purpose of establishing the appropriate FIRM flood zone.

Levee systems that are determined to reduce the risk from the 1% annual chance flood are accredited by FEMA. FEMA can also grant provisional accreditation to a levee system that was previously accredited on an effective FIRM and for which FEMA is awaiting data and/or documentation to demonstrate compliance with Section 65.10. These levee systems are referred to as Provisionally Accredited Levees, or PALs. Provisional accreditation provides communities and levee owners with a specified timeframe to obtain the necessary data to confirm the levee's certification status. Accredited levee systems and PALs are shown on the FIRM using the symbology shown in Figure 3 and in Table 9. If the required information for a PAL is not submitted within the required timeframe, or if information indicates that a levee system not longer meets Section 65.10, FEMA will de-accredit the levee system and issue an effective FIRM showing the levee-impacted area as a SFHA.

FEMA coordinates its programs with USACE, who may inspect, maintain, and repair levee systems. The USACE has authority under Public Law 84-99 to supplement local efforts to repair flood control projects that are damaged by floods. Like FEMA, the USACE provides a program to allow public sponsors or operators to address levee system maintenance deficiencies. Failure to do so within the required timeframe results in the levee system being placed in an inactive status in the USACE Rehabilitation and Inspection Program. Levee systems in an inactive status are ineligible for rehabilitation assistance under Public Law 84-99.

FEMA coordinated with the USACE, the local communities, and other organizations to compile a list of levees that exist within Seward County. Table 9, "Levees," lists all accredited levees, PALs, and de-accredited levees shown on the FIRM for this FIS Report. Other categories of levees may also be included in the table. The Levee ID shown in this table may not match numbers based on other identification systems that were listed in previous FIS Reports. Levees identified as PALs in the table are labeled on the FIRM to indicate their provisional status.

Please note that the information presented in Table 9 is subject to change at any time. For that reason, the latest information regarding any USACE structure presented in the table should be obtained by contacting USACE and accessing the USACE National Levee Database. For levees owned and/or operated by someone other than the USACE, contact the local community shown in Table 31.

**Table 9: Levees**

| Community | Flooding Source | Levee Location | Levee Owner | USACE Levee | Levee ID | Covered Under PL84-99 Program? | FIRM Panel(s) |
|---|---|---|---|---|---|---|---|
| Seward, City of | Big Blue River | Left Bank | City of Seward | Yes | 3605000021 | Yes | 31159C0161D, 31159C0163D |

## SECTION 5.0 – ENGINEERING METHODS

For the flooding sources in the community, standard hydrologic and hydraulic study methods were used to determine the flood hazard data required for this study. Flood events of a magnitude that are expected to be equaled or exceeded at least once on the average during any 10-, 25-, 50-, 100-, or 500-year period (recurrence interval) have been selected as having special significance for floodplain management and for flood insurance rates. These events, commonly termed the 10-, 25-, 50-, 100-, and 500-year floods, have a 10-, 4-, 2-, 1-, and 0.2% annual chance, respectively, of being equaled or exceeded during any year.

Although the recurrence interval represents the long-term, average period between floods of a specific magnitude, rare floods could occur at short intervals or even within the same year. The risk of experiencing a rare flood increases when periods greater than 1 year are considered. For example, the risk of having a flood that equals or exceeds the 100-year flood (1-percent chance of annual exceedance) during the term of a 30-year mortgage is approximately 26 percent (about 3 in 10); for any 90-year period, the risk increases to approximately 60 percent (6 in 10). The analyses reported herein reflect flooding potentials based on conditions existing in the community at the time of completion of this study. Maps and flood elevations will be amended periodically to reflect future changes.

In addition to these flood events, the “1-percent-plus”, or “1%+”, annual chance flood elevation has been modeled and included on the flood profile for certain flooding sources in this FIS Report. While not used for regulatory or insurance purposes, this flood event has been calculated to help illustrate the variability range that exists between the regulatory 1% annual chance flood elevation and a 1% annual chance elevation that has taken into account an additional amount of uncertainty in the flood discharges (thus, the 1% “plus”). For flooding sources whose discharges were estimated using regression equations, the 1%+ flood elevations are derived by taking the 1% annual chance flood discharges and increasing the modeled discharges by a percentage equal to the average predictive error for the regression equation. For flooding sources with gage- or rainfall-runoff-based discharge estimates, the upper 84-percent confidence limit of the discharges is used to compute the 1%+ flood elevations.

The engineering analyses described here incorporate the results of previously issued Letters of Map Change (LOMCs) listed in Table 27, “Incorporated Letters of Map

Change", which include Letters of Map Revision (LOMRs). For more information about LOMRs, refer to Section 6.5, "FIRM Revisions."

## 5.1 Hydrologic Analyses

Hydrologic analyses were carried out to establish the peak elevation-frequency relationships for floods of the selected recurrence intervals for each flooding source studied. Hydrologic analyses are typically performed at the watershed level. Depending on factors such as watershed size and shape, land use and urbanization, and natural or man-made storage, various models or methodologies may be applied. A summary of the hydrologic methods applied to develop the discharges used in the hydraulic analyses for each stream is provided in Table 13. Greater detail (including assumptions, analysis, and results) is available in the archived project documentation.

A summary of the discharges is provided in Table 10. Frequency Discharge-Drainage Area Curves used to develop the hydrologic models may also be shown in Figure 7 for selected flooding sources. A summary of stillwater elevations developed for non-coastal flooding sources is provided in Table 11. (Coastal stillwater elevations are discussed in Section 5.3 and shown in Table 17.) Stream gage information is provided in Table 12.

**Table 10: Summary of Discharges**

| Flooding Source | Location | Drainage Area (Square Miles) | Peak Discharge (cfs) | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | 10% Annual Chance | 4% Annual Chance | 2% Annual Chance | 1% Annual Chance Existing | 1% Plus Annual Chance | 0.2% Annual Chance |
| Big Blue River | Old Mill Rd (J2078) | 657 | 5,329 | 9,338 | 13,343 | 18,253 | 31,277 | 33,494 |
| Big Blue River | 550 ft upstream of Hwy 34 (J1514) | 1,098 | 7,395 | 13,071 | 18,784 | 25,805 | 44,765 | 48,020 |
| Plum Creek | Raymond Rd (J2270) | 70.9 | 2,795 | 4,771 | 6,702 | 9,154 | 15,259 | 16,279 |
| Plum Creek | 2700 ft downstream of Bluff Rd (J1931) | 89.7 | 2,970 | 5,048 | 7,070 | 9,630 | 16,063 | 17,146 |
| Southwest Tributary | County Rd 294 (J1740) | 15.8 | 807 | 1,292 | 1,746 | 2,274 | 3,587 | 3,801 |
| Southwest Tributary | 3400 ft upstream of Hwy 15 (J1780) | 17.4 | 838 | 1,345 | 1,819 | 2,373 | 3,756 | 3,982 |

**Figure 7: Frequency Discharge-Drainage Area Curves**

**[Not Applicable to This Flood Risk Project]**

**Table 11: Summary of Non-Coastal Stillwater Elevations**

**[Not Applicable to this Flood Risk Project]**

**Table 12: Stream Gage Information used to Determine Discharges**

**[Not Applicable to this Flood Risk Project]**

## 5.2 Hydraulic Analyses

Analyses of the hydraulic characteristics of flooding from the sources studied were carried out to provide estimates of the elevations of floods of the selected recurrence intervals. Base flood elevations on the FIRM represent the elevations shown on the Flood Profiles and in the Floodway Data tables in the FIS Report. Rounded whole-foot elevations may be shown on the FIRM in coastal areas, areas of ponding, and other areas with static base flood elevations. These whole-foot elevations may not exactly reflect the elevations derived from the hydraulic analyses. Flood elevations shown on the FIRM are primarily intended for flood insurance rating purposes. For construction and/or floodplain management purposes, users are cautioned to use the flood elevation data presented in this FIS Report in conjunction with the data shown on the FIRM. The hydraulic analyses for this FIS were based on unobstructed flow. The flood elevations shown on the profiles are thus considered valid only if hydraulic structures remain unobstructed, operate properly, and do not fail.

For streams for which hydraulic analyses were based on cross sections, locations of selected cross sections are shown on the Flood Profiles (Exhibit 1). For stream segments for which a floodway was computed (Section 6.3), selected cross sections are also listed on Table 24, “Floodway Data.”

A summary of the methods used in hydraulic analyses performed for this project is provided in Table 13. Roughness coefficients are provided in Table 14. Roughness coefficients are values representing the frictional resistance water experiences when passing overland or through a channel. They are used in the calculations to determine water surface elevations. Greater detail (including assumptions, analysis, and results) is available in the archived project documentation.

**Table 13: Summary of Hydrologic and Hydraulic Analyses**

| Flooding Source | Study Limits Downstream Limit | Study Limits Upstream Limit | Hydrologic Model or Method Used | Hydraulic Model or Method Used | Date Analyses Completed | Flood Zone on FIRM | Special Considerations |
|---|---|---|---|---|---|---|---|
| Beaver Creek and Zone A Tributaries | Confluence with West Fork Big Blue River | Co. Rd 476 (York/Seward County Line) | Regression Equations: Strahm & Admiraal, 2005 | NFACT | 2017 | A | The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis.<br><br>NFACT is integrated into ESRI's ArcHydro tools, which makes it an efficient way to calculate Zone A floodplains. It computes hydrology in Nebraska based on regression equations. The hydrology is applied to selected cross sections (cut from LiDAR) and hydraulics are performed by the tool using normal depth calculations. The floodplain boundary is created by "flooding the cross sections" in ArcGIS with LiDAR information being used in the areas between cross sections. |
| Big Blue River and Zone A Tributaries | Approximately 25 feet downstream of Old Mill Rd | Ashland Rd (Butler/Seward County Line) | Regression Equations: Strahm & Admiraal, 2005 | NFACT | 2017 | A | The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis.<br><br>See above note regarding NFACT |

| Flooding Source | Study Limits Downstream Limit | Study Limits Upstream Limit | Hydrologic Model or Method Used | Hydraulic Model or Method Used | Date Analyses Completed | Flood Zone on FIRM | Special Considerations |
|---|---|---|---|---|---|---|---|
| Big Blue River | Approximately 2,275 feet upstream of 224 Rd | Approximately 25 feet downstream of Old Mill Rd | HEC-HMS 4.2 | HEC-RAS 5.0.3 | 2017 | AE | Provides a variety of options for simulating precipitation-runoff processes.<br><br>1D steady is used where flow is steady in time, one-dimentional, generally gradually varied in space, and channel slope is less than 10%<br><br>Levee along the southwestern edge of City of Seward |
| Big Blue River Zone A Tributaries | Confluence with Big Blue River | 1 square mile drainage area of all Zone A streams | HEC-HMS 4.2 | HEC-RAS 5.0.3 | 2017 | AE | The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis.<br><br>See above note regarding NFACT |
| Big Blue River and Zone A Tributaries | Saltillo Rd (Seward/Saline County line) | Approximately 2,275 feet upstream of 224 Rd | Regression Equations: Strahm & Admiraal, 2005 | NFACT | 2017 | A | The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis.<br><br>See above note regarding NFACT |
| Cheese Creek and Zone A Tributaries | Co. Rd 140 (Seward/Lancaster County line) | Approximately 5900 feet upstream of State Highway 103 | Regression Equations: Strahm & Admiraal, 2005 | NFACT | 2017 | A | The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis.<br><br>See above note regarding NFACT |

| Flooding Source | Study Limits Downstream Limit | Study Limits Upstream Limit | Hydrologic Model or Method Used | Hydraulic Model or Method Used | Date Analyses Completed | Flood Zone on FIRM | Special Considerations |
|---|---|---|---|---|---|---|---|
| Holmes Creek and Zone A Tributaries | Co. Rd 140 (Seward/Lancaster County line) | Approximately 1,530 feet downstream of Denton Rd, between Co. Rd 175 and Co. Rd State Highway 103 | Regression Equations: Strahm & Admiraal, 2005 | NFACT | 2017 | A | The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis.<br><br>See above note regarding NFACT |
| Indian Creek and Zone A Tributaries | Confluence with West Fork Big Blue River | Approximately 2,000 feet upstream of Co. Rd 476 (Seward/York County Line) | Regression Equations: Strahm & Admiraal, 2005 | NFACT | 2017 | A | The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis.<br><br>See above note regarding NFACT |
| Middle Creek and Zone A Tributaries | Co. Rd 140 (Seward/Lancaster County line) | Approximately 4,400 feet upstream of State Spur 80D | Regression Equations: Strahm & Admiraal, 2005 | NFACT | 2017 | A | The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis.<br><br>See above note regarding NFACT |
| Lincoln Creek and Zone A Tributaries | Confluence with Big Blue River | Co. Rd 476 (Seward/York County line) | Regression Equations: Strahm & Admiraal, 2005 | NFACT | 2017 | A | The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis.<br><br>See above note regarding NFACT |
| Middle Oak Creek and Zone A Tributaries | Co. Rd 140 (Seward/Lancaster County line) | Approximately 4,600 feet upstream of Little Salt Rd | Regression Equations: Strahm & Admiraal, 2005 | NFACT | 2017 | A | The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis.<br><br>See above note regarding NFACT |

| Flooding Source | Study Limits Downstream Limit | Study Limits Upstream Limit | Hydrologic Model or Method Used | Hydraulic Model or Method Used | Date Analyses Completed | Flood Zone on FIRM | Special Considerations |
|---|---|---|---|---|---|---|---|
| Oak Creek and Zone A Tributaries | Co. Rd 140 (Seward/Lancaster County line) | Ashland Rd (Seward/Butler County line) | Regression Equations: Strahm & Admiraal, 2005 | NFACT | 2017 | A | The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis.<br><br>See above note regarding NFACT |
| Plum Creek and Zone A Tributaries | Raymond Rd | Ashland Rd (Seward/Butler County line) | Regression Equations: Strahm & Admiraal, 2005 | NFACT | 2017 | A | The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis.<br><br>See above note regarding NFACT |
| Plum Creek | Confluence with Big Blue River | Raymond Rd | HEC-HMS 4.2 | HEC-RAS 5.0.3 | 2017 | AE | Provides a variety of options for simulating precipitation-runoff processes.<br><br>1D steady is used where flow is steady in time, one-dimentional, generally gradually varied in space, and channel slope is less than 10% |
| Plum Creek Zone A Tributaries | Confluence with Plum Creek | 1 square mile drainage area of all Zone A streams | Regression Equations: Strahm & Admiraal, 2005 | NFACT | 2017 | A | The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis.<br><br>See above note regarding NFACT |

| Flooding Source | Study Limits Downstream Limit | Study Limits Upstream Limit | Hydrologic Model or Method Used | Hydraulic Model or Method Used | Date Analyses Completed | Flood Zone on FIRM | Special Considerations |
|---|---|---|---|---|---|---|---|
| South Branch Middle Creek and Zone A Tributaries | Co. Rd 140 (Seward/Lancaster County line) | Approximately 3,900 feet upstream of Sunrise Rd | Regression Equations: Strahm & Admiraal, 2005 | NFACT | 2017 | A | The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis.<br><br>See above note regarding NFACT |
| Southwest Tributary and Zone A Tributaries | County Rd 308 | Approximately 3,900 feet upstream of County Rd 378 | Regression Equations: Strahm & Admiraal, 2005 | NFACT | 2017 | A | The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis.<br><br>See above note regarding NFACT |
| Southwest Tributary | Confluence with Big Blue River | County Rd 308 | HEC-HMS 4.2 | HEC-RAS 5.0.3 | 2017 | AE | Provides a variety of options for simulating precipitation-runoff processes.<br><br>1D steady is used where flow is steady in time, one-dimentional, generally gradually varied in space, and channel slope is less than 10% |
| Southwest Tributary Zone A Tributaries | Confluence with Southwest Tributary | 1 square mile drainage area of all Zone A streams | Regression Equations: Strahm & Admiraal, 2005 | NFACT | 2017 | A | The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis.<br><br>See above note regarding NFACT |

| Flooding Source | Study Limits Downstream Limit | Study Limits Upstream Limit | Hydrologic Model or Method Used | Hydraulic Model or Method Used | Date Analyses Completed | Flood Zone on FIRM | Special Considerations |
|---|---|---|---|---|---|---|---|
| West Fork Big Blue River and Zone A Tributaries | Saltillo Rd (Seward/Saline County line) | Co. Rd 476 (Seward/York County line) | Regression Equations: Strahm & Admiraal, 2005 | NFACT | 2017 | A | The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis.<br><br>See above note regarding NFACT |

**Table 14: Roughness Coefficients**

| Flooding Source | Channel "n" | Overbank "n" |
|---|---|---|
| Beaver Creek and Zone A Tributaries | 0.030-0.120 | 0.030-0.120 |
| Big Blue River | 0.035-0.063 | 0.03-0.1 |
| Big Blue River and Zone A Tributaries | 0.030-0.120 | 0.030-0.120 |
| Cheese Creek and Zone A Tributaries | 0.030-0.120 | 0.030-0.120 |
| Holmes Creek and Zone A Tributaries | 0.030-0.120 | 0.030-0.120 |
| Indian Creek and Zone A Tributaries | 0.030-0.120 | 0.030-0.120 |
| Middle Creek and Zone A Tributaries | 0.030-0.120 | 0.030-0.120 |
| Lincoln Creek and Zone A Tributaries | 0.030-0.120 | 0.030-0.120 |
| Middle Oak Creek and Zone A Tributaries | 0.030-0.120 | 0.030-0.120 |
| Oak Creek and Zone A Tributaries | 0.030-0.120 | 0.030-0.120 |
| Plum Creek and Zone A Tributaries | 0.030-0.120 | 0.030-0.120 |
| Plum Creek | 0.03-0.07 | 0.1 |
| South Branch Middle Creek and Zone A Tributaries | 0.030-0.120 | 0.030-0.120 |
| Southwest Tributary | 0.03-0.07 | 0.03-0.1 |
| West Fork Big Blue River and Zone A Tributaries | 0.030-0.120 | 0.030-0.120 |

## 5.3 Coastal Analyses

This section is not applicable to this Flood Risk Project.

**Table 15: Summary of Coastal Analyses**

**[Not Applicable to this Flood Risk Project]**

### 5.3.1 Total Stillwater Elevations

This section is not applicable to this Flood Risk Project.

**Figure 8: 1% Annual Chance Total Stillwater Elevations for Coastal Areas**

**[Not Applicable to this Flood Risk Project]**

**Table 16: Tide Gage Analysis Specifics**

**[Not Applicable to this Flood Risk Project]**

### 5.3.2 Waves

This section is not applicable to this Flood Risk Project.

### 5.3.3 Coastal Erosion

This section is not applicable to this Flood Risk Project.

### 5.3.4 Wave Hazard Analyses

This section is not applicable to this Flood Risk Project.

**Table 17: Coastal Transect Parameters**

**[Not Applicable to this Flood Risk Project]**

**Figure 9: Transect Location Map**

**[Not applicable to this Flood Risk Project]**

## 5.4 Alluvial Fan Analyses

This section is not applicable to this Flood Risk Project.

**Table 18: Summary of Alluvial Fan Analyses**

**[Not applicable to this Flood Risk Project]**

**Table 19: Results of Alluvial Fan Analyses**

**[Not applicable to this Flood Risk Project]**

# SECTION 6.0 – MAPPING METHODS

## 6.1 VERTICAL AND HORIZONTAL CONTROL

All FIS Reports and FIRMs are referenced to a specific vertical datum. The vertical datum provides a starting point against which flood, ground, and structure elevations can be referenced and compared. Until recently, the standard vertical datum used for newly created or revised FIS Reports and FIRMs was the National Geodetic Vertical Datum of 1929 (NGVD29). With the completion of the North American Vertical Datum of 1988 (NAVD88), many FIS Reports and FIRMs are now prepared using NAVD88 as the referenced vertical datum.

Flood elevations shown in this FIS Report and on the FIRMs are referenced to NAVD88. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between NGVD29 and NAVD88 or other datum conversion, visit the National Geodetic Survey website at www.ngs.noaa.gov, or contact the National Geodetic Survey (NGS) at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

Temporary vertical monuments are often established during the preparation of a flood hazard analysis for the purpose of establishing local vertical control. Although these monuments are not shown on the FIRM, they may be found in the archived project documentation associated with the FIS Report and the FIRMs for this community. Interested individuals may contact FEMA to access these data.

To obtain current elevation, description, and/or location information for benchmarks in the area, please contact information services Branch of the NGS at (301) 713-3242, or visit their website at www.ngs.noaa.gov.

The datum conversion locations and values that were calculated for Seward County are provided in Table 20.

**Table 20: Countywide Vertical Datum Conversion**

**[Not applicable to this Flood Risk Project]**

**Table 21: Stream-Based Vertical Datum Conversion**

**[Not applicable to this Flood Risk Project]**

## 6.2 Base Map

The FIRMs and FIS Report for this project have been produced in a digital format. The flood hazard information was converted to a Geographic Information System (GIS) format that meets FEMA's FIRM database specifications and geographic information standards. This information is provided in a digital format so that it can be incorporated into a local GIS and be accessed more easily by the community. The FIRM Database includes most of the tabular information contained in the FIS Report in such a way that the data can be associated with pertinent spatial features. For example, the information contained in the Floodway Data table and Flood Profiles can be linked to the cross sections that are shown on the FIRMs. Additional information about the FIRM Database and its contents can be found in FEMA's *Guidelines and Standards for Flood Risk Analysis and Mapping*, www.fema.gov/guidelines-and-standards-flood-risk-analysis-and-mapping.

Base map information shown on the FIRM was derived from the sources described in Table 22.

**Table 22: Base Map Sources**

| Data Type | Data Provider | Data Date | Data Scale | Data Description |
|---|---|---|---|---|
| Orthophotos/ Aerial Photographs | USDA-FSA | 2016 | 1-meter GSD | Color Orthoimagery was provided for Seward County |
| Hydrography | NHD | 2013 | 1:24,000 | Used in A-Zone Studies |

| Data Type | Data Provider | Data Date | Data Scale | Data Description |
|---|---|---|---|---|
| Public Land Survey System (PLSS) | NeDNR | 1995 | 1:24,000 | PLSS data was digitized from USGS quadrangles |
| Political Boundaries | 2010 Census | 2010 | 1:24,000 | All areas in Seward County were verified with the communities |
| Transportation Features | U.S. Cenus Bureau | 2014 | 1:10,000 | Roads and Railroads from TIGER data |

## 6.3 Floodplain and Floodway Delineation

The FIRM shows tints, screens, and symbols to indicate floodplains and floodways as well as the locations of selected cross sections used in the hydraulic analyses and floodway computations.

For riverine flooding sources, the mapped floodplain boundaries shown on the FIRM have been delineated using the flood elevations determined at each cross section; between cross sections, the boundaries were interpolated using the topographic elevation data described in Table 23.

In cases where the 1% and 0.2% annual chance floodplain boundaries are close together, only the 1% annual chance floodplain boundary has been shown. Small areas within the floodplain boundaries may lie above the flood elevations but cannot be shown due to limitations of the map scale and/or lack of detailed topographic data.

The floodway widths presented in this FIS Report and on the FIRM were computed for certain stream segments on the basis of equal conveyance reduction from each side of the floodplain. Floodway widths were computed at cross sections. Between cross sections, the floodway boundaries were interpolated. Table 2 indicates the flooding sources for which floodways have been determined. The results of the floodway computations for those flooding sources have been tabulated for selected cross sections and are shown in Table 24, “Floodway Data.”

**Table 23: Summary of Topographic Elevation Data used in Mapping**

| Community | Flooding Source | Source for Topographic Elevation Data | | | |
|---|---|---|---|---|---|
| | | Description | Scale | Contour Interval | Citation |
| All Communities | All Flooding Sources | LiDAR | 2-meter | 2-ft | NRCS 2009 |

BFEs shown at cross sections on the FIRM represent the 1% annual chance water surface elevations shown on the Flood Profiles and in the Floodway Data tables in the FIS Report.

## Table 24: Floodway Data

| LOCATION | | FLOODWAY | | | 1% ANNUAL CHANCE FLOOD WATER SURFACE ELEVATION (FEET NAVD88) | | | |
|---|---|---|---|---|---|---|---|---|
| CROSS SECTION | DISTANCE [1] | WIDTH (FEET) | SECTION AREA (SQ. FEET) | MEAN VELOCITY (FEET/SEC) | REGULATORY | WITHOUT FLOODWAY | WITH FLOODWAY | INCREASE |
| A | 0 | 513 | 4,186 | 6.2 | 1,392.7 | 1,392.7 | 1,393.5 | 0.8 |
| B | 8,380 | 442 | 4,280 | 6.0 | 1,396.0 | 1,396.0 | 1,396.9 | 0.9 |
| C | 12,546 | 950 | 9,158 | 2.8 | 1,398.4 | 1,398.4 | 1,399.2 | 0.8 |
| D | 14,454 | 700[2] | 3,948 | 6.5 | 1,398.5 | 1,398.5 | 1,399.3 | 0.8 |
| E | 20,529 | 306 | 3,894 | 6.6 | 1,404.2 | 1,404.2 | 1,404.4 | 0.2 |
| F | 20,674 | 261 | 3,354 | 7.7 | 1,405.8 | 1,405.8 | 1,406.0 | 0.2 |
| G | 22,376 | 1,948[2] | 7,972 | 3.2 | 1,407.4 | 1,407.4 | 1,407.7 | 0.3 |
| H | 22,480 | 1,970[2] | 8,921 | 2.9 | 1,408.0 | 1,408.0 | 1,408.1 | 0.1 |
| I | 32,547 | 1,660 | 10,071 | 2.6 | 1,408.7 | 1,408.7 | 1,409.0 | 0.3 |
| J | 56,939 | 3,704[2] | 17,302 | 1.5 | 1,415.9 | 1,415.9 | 1,416.3 | 0.4 |
| K | 57,006 | 3,689[2] | 20,733 | 1.2 | 1,416.5 | 1,416.5 | 1,416.7 | 0.2 |
| L | 58,383 | 3,030[2] | 6,909 | 4.7 | 1,416.6 | 1,416.6 | 1,416.7 | 0.1 |
| M | 60,706 | 2,085[2] | 9,110 | 6.5 | 1,418.1 | 1,418.1 | 1,418.9 | 0.8 |
| N | 61,064 | 2,257[2] | 15,495 | 4.0 | 1,420.5 | 1,420.5 | 1,420.9 | 0.4 |
| O | 63,461 | 2,265 | 12,473 | 2.1 | 1,421.3 | 1,421.3 | 1,421.9 | 0.6 |
| P | 67,165 | 2,104 | 8,527 | 3.0 | 1,421.8 | 1,421.8 | 1,422.6 | 0.8 |
| Q | 67,284 | 2,104 | 9,565 | 2.7 | 1,422.0 | 1,422.0 | 1,423.0 | 1.0 |
| R | 69,521 | 2,130[2] | 9,293 | 2.8 | 1,422.5 | 1,422.5 | 1,423.5 | 1.0 |
| S | 79,275 | 2,467[2] | 9,561 | 2.7 | 1,426.2 | 1,426.2 | 1,426.9 | 0.7 |
| T | 101,290 | 2,000 | 10,781 | 2.4 | 1,432.2 | 1,432.2 | 1,433.1 | 0.9 |
| U | 101,342 | 2,000 | 16,076 | 1.6 | 1,432.6 | 1,432.6 | 1,433.5 | 0.9 |

[1] Feet above a location 2,275 feet upstream of 224 Rd

[2] Floodway width contains high ground

| LOCATION | | FLOODWAY | | | 1% ANNUAL CHANCE FLOOD WATER SURFACE ELEVATION (FEET NAVD88) | | | |
|---|---|---|---|---|---|---|---|---|
| CROSS SECTION | DISTANCE [1] | WIDTH (FEET) | SECTION AREA (SQ. FEET) | MEAN VELOCITY (FEET/SEC) | REGULATORY | WITHOUT FLOODWAY | WITH FLOODWAY | INCREASE |
| V | 103,469 | 2,320[2] | 8,403 | 3.1 | 1,432.6 | 1,432.6 | 1,433.6 | 1.0 |
| W | 111,237 | 2,285 | 9,201 | 2.8 | 1,435.7 | 1,435.7 | 1,436.7 | 1.0 |
| X | 122,735 | 278 | 3,487 | 7.4 | 1,439.6 | 1,439.6 | 1,440.6 | 1.0 |
| Y | 122,949 | 965 | 8,037 | 3.2 | 1,442.7 | 1,442.7 | 1,442.7 | 0.0 |
| Z | 123,489 | 785 | 6,554 | 3.9 | 1,442.7 | 1,442.7 | 1,442.8 | 0.1 |
| AA | 124,389 | 283 | 3,580 | 7.2 | 1,442.9 | 1,442.9 | 1,443.1 | 0.2 |
| AB | 124,511 | 274 | 3,549 | 7.3 | 1,444.0 | 1,444.0 | 1,444.1 | 0.1 |
| AC | 125,365 | 1,175 | 10,056 | 2.6 | 1,445.1 | 1,445.1 | 1,445.5 | 0.4 |
| AD | 130,934 | 2,888[2] | 15,866 | 1.6 | 1,445.5 | 1,445.5 | 1,446.2 | 0.7 |
| AE | 131,041 | 2,843 | 20,921 | 1.2 | 1,445.9 | 1,445.9 | 1,446.5 | 0.6 |
| AF | 135,192 | 2,785 | 15,149 | 1.2 | 1,446.1 | 1,446.1 | 1,446.7 | 0.6 |
| AG | 142,591 | 2,550 | 12,993 | 1.4 | 1,446.3 | 1,446.3 | 1,447.0 | 0.7 |
| AH | 146,600 | 2,953[2] | 8,927 | 2.0 | 1,446.6 | 1,446.6 | 1,447.4 | 0.8 |
| AI | 151,928 | 2,105[2] | 6,020 | 3.0 | 1,448.2 | 1,448.2 | 1,448.6 | 0.4 |
| AJ | 153,454 | 1,770[2] | 6,662 | 3.1 | 1,449.4 | 1,449.4 | 1,449.8 | 0.4 |
| AK | 156,336 | 2,854[2] | 11,192 | 2.6 | 1,450.0 | 1,450.0 | 1,450.7 | 0.7 |
| AL | 156,417 | 2,864 | 13,380 | 1.4 | 1,451.6 | 1,451.6 | 1,451.7 | 0.1 |
| AM | 160,645 | 2,850[2] | 9,354 | 2.0 | 1,451.8 | 1,451.8 | 1,452.0 | 0.2 |
| AN | 166,820 | 1,750 | 4,917 | 3.7 | 1,453.0 | 1,453.0 | 1,453.7 | 0.7 |
| AO | 168,627 | 1,157 | 4,765 | 3.8 | 1,455.0 | 1,455.0 | 1,455.6 | 0.6 |
| AP | 171,177 | 1,049 | 6,654 | 2.7 | 1,455.7 | 1,455.7 | 1,456.7 | 1.0 |

[1] Feet above a location 2,275 feet upstream of 224 Rd

[2] Floodway width contains high ground

TABLE 24

FEDERAL EMERGENCY MANAGEMENT AGENCY

**SEWARD COUNTY, NE**

**AND INCORPORATED AREAS**

**FLOODWAY DATA**

**FLOODING SOURCE: BIG BLUE RIVER**

| LOCATION | | FLOODWAY | | | 1% ANNUAL CHANCE FLOOD WATER SURFACE ELEVATION (FEET NAVD88) | | | |
|---|---|---|---|---|---|---|---|---|
| CROSS SECTION | DISTANCE [1] | WIDTH (FEET) | SECTION AREA (SQ. FEET) | MEAN VELOCITY (FEET/SEC) | REGULATORY | WITHOUT [2] FLOODWAY | WITH [2] FLOODWAY | INCREASE |
| A | 2,723 | 970[3] | 3,133 | 3.1 | 1,438.1 | 1,437.8 | 1,438.5 | 0.7 |
| B | 5,723 | 998[3] | 4,174 | 5.4 | 1,439.4 | 1,439.4 | 1,440.2 | 0.8 |
| C | 5,895 | 998 | 3,947 | 4.9 | 1,440.8 | 1,440.8 | 1,441.5 | 0.7 |
| D | 6,456 | 770 | 3,911 | 2.5 | 1,442.0 | 1,442.0 | 1,442.6 | 0.6 |
| E | 7,338 | 820 | 3,144 | 3.1 | 1,442.2 | 1,442.2 | 1,442.9 | 0.7 |
| F | 7,418 | 855 | 3,763 | 2.6 | 1,442.4 | 1,442.4 | 1,443.0 | 0.6 |
| G | 8,792 | 606 | 2,260 | 4.3 | 1,442.8 | 1,442.8 | 1,443.6 | 0.8 |
| H | 9,330 | 608 | 3,296 | 2.9 | 1,443.4 | 1,443.4 | 1,444.4 | 1.0 |
| I | 9,709 | 540 | 2,867 | 3.4 | 1,443.5 | 1,443.5 | 1,444.5 | 1.0 |
| J | 9,749 | 518 | 2,536 | 3.8 | 1,443.6 | 1,443.6 | 1,444.5 | 0.9 |
| K | 10,327 | 460 | 2,674 | 3.4 | 1,443.8 | 1,443.8 | 1,444.8 | 1.0 |
| L | 12,329 | 350 | 1,991 | 4.6 | 1,446.6 | 1,446.6 | 1,447.3 | 0.7 |
| M | 12,693 | 276 | 2,464 | 3.7 | 1,447.7 | 1,447.7 | 1,448.0 | 0.3 |
| N | 12,774 | 156 | 1,503 | 6.1 | 1,449.5 | 1,449.5 | 1,449.5 | 0.0 |
| O | 13,479 | 670 | 5,444 | 1.7 | 1,450.4 | 1,450.4 | 1,450.4 | 0.0 |
| P | 15,621 | 1,220 | 5,987 | 1.5 | 1,450.5 | 1,450.5 | 1,450.7 | 0.2 |
| Q | 17,599 | 1,020 | 2,808 | 3.3 | 1,450.9 | 1,450.9 | 1,451.1 | 0.2 |
| R | 19,008 | 1,425 | 6,239 | 1.5 | 1,451.4 | 1,451.4 | 1,451.9 | 0.5 |
| S | 19,068 | 1,420 | 6,515 | 1.4 | 1,451.5 | 1,451.5 | 1,451.9 | 0.4 |
| T | 20,791 | 1,332[3] | 2,800 | 3.3 | 1,451.8 | 1,451.8 | 1,452.1 | 0.3 |
| U | 21,425 | 471 | 1,673 | 5.5 | 1,452.8 | 1,452.8 | 1,453.4 | 0.6 |

[1] Feet above confluence with Big Blue River

[2] Elevation computed without consideration of backwater effects from Big Blue River

[3] Floodway width includes high ground

TABLE 24

FEDERAL EMERGENCY MANAGEMENT AGENCY

**SEWARD COUNTY, NE**

**AND INCORPORATED AREAS**

**FLOODWAY DATA**

**FLOODING SOURCE: PLUM CREEK**

| LOCATION | | FLOODWAY | | | 1% ANNUAL CHANCE FLOOD WATER SURFACE ELEVATION (FEET NAVD88) | | | |
|---|---|---|---|---|---|---|---|---|
| CROSS SECTION | DISTANCE [1] | WIDTH (FEET) | SECTION AREA (SQ. FEET) | MEAN VELOCITY (FEET/SEC) | REGULATORY | WITHOUT [2] FLOODWAY | WITH [2] FLOODWAY | INCREASE |
| V | 22,576 | 103 | 1,145 | 8.0 | 1,456.2 | 1,456.2 | 1,456.2 | 0.0 |
| W | 22,666 | 162 | 1,655 | 5.5 | 1,457.1 | 1,457.1 | 1,457.2 | 0.1 |
| X | 28,670 | 775 | 3,563 | 2.6 | 1,460.7 | 1,460.7 | 1,461.7 | 1.0 |
| Y | 34,004 | 773 | 3,111 | 2.9 | 1,463.5 | 1,463.5 | 1,464.2 | 0.7 |
| Z | 39,585 | 592 | 3,105 | 2.9 | 1,469.1 | 1,469.1 | 1,469.6 | 0.5 |
| AA | 43,019 | 923 | 6,070 | 1.5 | 1,470.7 | 1,470.7 | 1,471.3 | 0.6 |
| AB | 48,093 | 553 | 3,101 | 3.0 | 1,471.8 | 1,471.8 | 1,472.8 | 1.0 |

[1] Feet above confluence with Big Blue River

[2] Elevation computed without consideration of backwater effects from Big Blue River

[3] Floodway width includes high ground

TABLE 24

FEDERAL EMERGENCY MANAGEMENT AGENCY

**SEWARD COUNTY, NE**

**AND INCORPORATED AREAS**

**FLOODWAY DATA**

**FLOODING SOURCE: PLUM CREEK**

| LOCATION | | FLOODWAY | | | 1% ANNUAL CHANCE FLOOD WATER SURFACE ELEVATION (FEET NAVD88) | | | |
|---|---|---|---|---|---|---|---|---|
| CROSS SECTION | DISTANCE [1] | WIDTH (FEET) | SECTION AREA (SQ. FEET) | MEAN VELOCITY (FEET/SEC) | REGULATORY | WITHOUT [2] FLOODWAY | WITH [2] FLOODWAY | INCREASE |
| A | 1,712 | 84 | 687 | 3.5 | 1,435.7 | 1,434.4 | 1,435.0 | 0.6 |
| B | 3,286 | 91 | 784 | 3.0 | 1,436.7 | 1,436.7 | 1,437.2 | 0.5 |
| C | 3,493 | 87 | 679 | 3.5 | 1,437.3 | 1,437.3 | 1,437.7 | 0.4 |
| D | 3,706 | 65 | 436 | 5.4 | 1,437.5 | 1,437.5 | 1,437.8 | 0.3 |
| E | 5,816 | 86 | 635 | 3.7 | 1,440.7 | 1,440.7 | 1,441.7 | 1.0 |
| F | 5,951 | 84 | 665 | 3.6 | 1,441.8 | 1,441.8 | 1,442.7 | 0.9 |
| G | 10,653 | 176 | 731 | 3.2 | 1,446.4 | 1,446.4 | 1,447.3 | 0.9 |
| H | 11,987 | 180 | 811 | 2.8 | 1,449.1 | 1,449.1 | 1,449.6 | 0.5 |
| I | 13,905 | 225 | 758 | 3.0 | 1,450.2 | 1,450.2 | 1,451.1 | 0.9 |
| J | 16,413 | 243 | 840 | 2.7 | 1,455.3 | 1,455.3 | 1,456.3 | 1.0 |
| K | 18,077 | 120 | 478 | 4.8 | 1,459.5 | 1,459.5 | 1,460.5 | 1.0 |
| L | 19,959 | 643 [3] | 881 | 2.6 | 1,463.2 | 1,463.2 | 1,463.7 | 0.5 |
| M | 20,002 | 497 | 1,895 | 1.2 | 1,464.2 | 1,464.2 | 1,465.1 | 0.9 |
| N | 20,578 | 113 | 311 | 7.3 | 1,464.9 | 1,464.9 | 1,465.3 | 0.4 |
| O | 21,634 | 351 | 1,349 | 1.7 | 1,467.7 | 1,467.7 | 1,468.4 | 0.7 |
| P | 23,168 | 282 | 576 | 3.9 | 1,469.2 | 1,469.2 | 1,470.2 | 1.0 |
| Q | 24,550 | 120 | 471 | 4.8 | 1,473.8 | 1,473.8 | 1,474.6 | 0.8 |
| R | 25,301 | 75 | 375 | 6.1 | 1,475.0 | 1,475.0 | 1,475.7 | 0.7 |
| S | 25,386 | 85 | 596 | 3.8 | 1,478.4 | 1,478.4 | 1,478.6 | 0.2 |
| T | 26,567 | 170 | 534 | 4.3 | 1,479.0 | 1,479.0 | 1,479.9 | 0.9 |
| U | 27,281 | 175 | 700 | 3.2 | 1,481.2 | 1,481.2 | 1,482.2 | 1.0 |

[1] Feet above confluence with Big Blue River

[2] Elevation computed without consideration of backwater effects from Big Blue River

[3] Floodway width contains high ground

TABLE 24

FEDERAL EMERGENCY MANAGEMENT AGENCY

**SEWARD COUNTY, NE**

**AND INCORPORATED AREAS**

# FLOODWAY DATA

## FLOODING SOURCE: SOUTHWEST TRIBUTARY

**Table 25: Flood Hazard and Non-Encroachment Data for Selected Streams**

**[Not Applicable to this Flood Risk Project]**

## 6.4 Coastal Flood Hazard Mapping

This section is not applicable to this Flood Risk Project.

**Table 26: Summary of Coastal Transect Mapping Considerations**

**[Not Applicable to this Flood Risk Project]**

## 6.5 FIRM Revisions

This FIS Report and the FIRM are based on the most up-to-date information available to FEMA at the time of its publication; however, flood hazard conditions change over time. Communities or private parties may request flood map revisions at any time. Certain types of requests require submission of supporting data. FEMA may also initiate a revision. Revisions may take several forms, including Letters of Map Amendment (LOMAs), Letters of Map Revision Based on Fill (LOMR-Fs), Letters of Map Revision (LOMRs) (referred to collectively as Letters of Map Change (LOMCs)), Physical Map Revisions (PMRs), and FEMA-contracted restudies. These types of revisions are further described below. Some of these types of revisions do not result in the republishing of the FIS Report. To assure that any user is aware of all revisions, it is advisable to contact the community repository of flood-hazard data (shown in Table 31, “Map Repositories”).

### 6.5.1 Letters of Map Amendment

A LOMA is an official revision by letter to an effective NFIP map. A LOMA results from an administrative process that involves the review of scientific or technical data submitted by the owner or lessee of property who believes the property has incorrectly been included in a designated SFHA. A LOMA amends the currently effective FEMA map and establishes that a specific property is not located in a SFHA. A LOMA cannot be issued for properties located on the PFD (primary frontal dune).

To obtain an application for a LOMA, visit www.fema.gov/floodplain-management/letter-map-amendment-loma and download the form “MT-1 Application Forms and Instructions for Conditional and Final Letters of Map Amendment and Letters of Map Revision Based on Fill”. Visit the “Flood Map-Related Fees” section to determine the cost, if any, of applying for a LOMA.

FEMA offers a tutorial on how to apply for a LOMA. The LOMA Tutorial Series can be accessed at www.fema.gov/online-tutorials.

For more information about how to apply for a LOMA, call the FEMA Map Information eXchange; toll free, at 1-877-FEMA MAP (1-877-336-2627).

### 6.5.2 Letters of Map Revision Based on Fill

A LOMR-F is an official revision by letter to an effective NFIP map. A LOMR-F states FEMA’s determination concerning whether a structure or parcel has been elevated on fill above the base flood elevation and is, therefore, excluded from the SFHA.

Information about obtaining an application for a LOMR-F can be obtained in the same manner as that for a LOMA, by visiting www.fema.gov/floodplain-management/letter-map-amendment-loma for the "MT-1 Application Forms and Instructions for Conditional and Final Letters of Map Amendment and Letters of Map Revision Based on Fill" or by calling the FEMA Map Information eXchange, toll free, at 1-877-FEMA MAP (1-877-336-2627). Fees for applying for a LOMR-F, if any, are listed in the "Flood Map-Related Fees" section.

A tutorial for LOMR-F is available at www.fema.gov/online-tutorials.

### 6.5.3 Letters of Map Revision

A LOMR is an official revision to the currently effective FEMA map. It is used to change flood zones, floodplain and floodway delineations, flood elevations and planimetric features. All requests for LOMRs should be made to FEMA through the chief executive officer of the community, since it is the community that must adopt any changes and revisions to the map. If the request for a LOMR is not submitted through the chief executive officer of the community, evidence must be submitted that the community has been notified of the request.

To obtain an application for a LOMR, visit www.fema.gov/national-flood-insurance-program-flood-hazard-mapping/mt-2-application-forms-and-instructions and download the form "MT-2 Application Forms and Instructions for Conditional Letters of Map Revision and Letters of Map Revision". Visit the "Flood Map-Related Fees" section to determine the cost of applying for a LOMR. For more information about how to apply for a LOMR, call the FEMA Map Information eXchange; toll free, at 1-877-FEMA MAP (1-877-336-2627) to speak to a Map Specialist.

Previously issued mappable LOMCs (including LOMRs) that have been incorporated into the Seward County FIRM are listed in Table 27.

**Table 27: Incorporated Letters of Map Change**

**[Not Applicable to this Flood Risk Project]**

### 6.5.4 Physical Map Revisions

Physical Map Revisions (PMRs) are an official republication of a community's NFIP map to effect changes to base flood elevations, floodplain boundary delineations, regulatory floodways and planimetric features. These changes typically occur as a result of structural works or improvements, annexations resulting in additional flood hazard areas or correction to base flood elevations or SFHAs.

The community's chief executive officer must submit scientific and technical data to FEMA to support the request for a PMR. The data will be analyzed and the map will be revised if warranted. The community is provided with copies of the revised information and is afforded a review period. When the base flood elevations are changed, a 90-day appeal period is provided. A 6-month adoption period for formal approval of the revised map(s) is also provided.

For more information about the PMR process, please visit www.fema.gov and visit the "Flood Map Revision Processes" section.

### 6.5.5 Contracted Restudies

The NFIP provides for a periodic review and restudy of flood hazards within a given community. FEMA accomplishes this through a national watershed-based mapping needs assessment strategy, known as the Coordinated Needs Management Strategy (CNMS). The CNMS is used by FEMA to assign priorities and allocate funding for new flood hazard analyses used to update the FIS Report and FIRM. The goal of CNMS is to define the validity of the engineering study data within a mapped inventory. The CNMS is used to track the assessment process, document engineering gaps and their resolution, and aid in prioritization for using flood risk as a key factor for areas identified for flood map updates. Visit www.fema.gov to learn more about the CNMS or contact the FEMA Regional Office listed in Section 8 of this FIS Report.

### 6.5.6 Community Map History

The current FIRM presents flooding information for the entire geographic area of Seward County. Previously, separate FIRMs, Flood Hazard Boundary Maps (FHBMs) and/or Flood Boundary and Floodway Maps (FBFMs) may have been prepared for the incorporated communities and the unincorporated areas in the county that had identified SFHAs. Current and historical data relating to the maps prepared for the project area are presented in Table 28, "Community Map History." A description of each of the column headings and the source of the date is also listed below.

- *Community Name* includes communities falling within the geographic area shown on the FIRM, including those that fall on the boundary line, nonparticipating communities, and communities with maps that have been rescinded. Communities with No Special Flood Hazards are indicated by a footnote. If all maps (FHBM, FBFM, and FIRM) were rescinded for a community, it is not listed in this table unless SFHAs have been identified in this community.

- *Initial Identification Date (First NFIP Map Published)* is the date of the first NFIP map that identified flood hazards in the community. If the FHBM has been converted to a FIRM, the initial FHBM date is shown. If the community has never been mapped, the upcoming effective date or "pending" (for Preliminary FIS Reports) is shown. If the community is listed in Table 28 but not identified on the map, the community is treated as if it were unmapped.

- *Initial FHBM Effective Date* is the effective date of the first Flood Hazard Boundary Map (FHBM). This date may be the same date as the Initial NFIP Map Date.

- *FHBM Revision Date(s)* is the date(s) that the FHBM was revised, if applicable.

- *Initial FIRM Effective Date* is the date of the first effective FIRM for the community.

- *FIRM Revision Date(s)* is the date(s) the FIRM was revised, if applicable. This is the revised date that is shown on the FIRM panel, if applicable. As countywide

studies are completed or revised, each community listed should have its FIRM dates updated accordingly to reflect the date of the countywide study. Once the FIRMs exist in countywide format, as Physical Map Revisions (PMR) of FIRM panels within the county are completed, the FIRM Revision Dates in the table for each community affected by the PMR are updated with the date of the PMR, even if the PMR did not revise all the panels within that community.

**Table 28: Community Map History**

| Community Name | Initial Identification Date | Initial FHBM Effective Date | FHBM Revision Date(s) | Initial FIRM Effective Date | FIRM Revision Date(s) |
|---|---|---|---|---|---|
| Beaver Crossing, Village of | 11/08/1974 | 11/08/1974 | N/A | 8/19/1987 | 3/16/1982, 5/1/2020 |
| Bee, Village of[1] | 5/1/2020 | N/A | N/A | 5/1/2020 | N/A |
| Cordova, Village of[1] | 5/1/2020 | N/A | N/A | 5/1/2020 | N/A |
| Garland, Village of[1] | 5/1/2020 | N/A | N/A | 5/1/2020 | N/A |
| Goehner, Village of[1] | 5/1/2020 | N/A | N/A | 5/1/2020 | N/A |
| Milford, City of | 1/16/1974 | 1/16/1974 | 12/12/1975 | 10/16/1984 | 11/5/1997, 5/1/2020 |
| Pleasant Dale, Village of[1] | 5/1/2020 | N/A | N/A | 5/1/2020 | N/A |
| Seward, City of | 6/14/1974 | 6/14/1974 | 1/2/1976 | 9/30/1980 | 9/30/1993 5/1/2020 |
| Seward County, Unincorporated Areas | 6/07/1977 | 6/07/1977 | N/A | 1/1/1990 | 3/16/1992, 5/1/2020 |
| Staplehurst, Village of[1] | 5/1/2020 | N/A | N/A | 5/1/2020 | N/A |
| Utica, Village of[1] | 5/1/2020 | N/A | N/A | 5/1/2020 | N/A |

[1]This community did not have a FIRM prior to the first countywide FIRM for Seward County

## SECTION 7.0 – CONTRACTED STUDIES AND COMMUNITY COORDINATION

### 7.1 Contracted Studies

Table 29 provides a summary of the contracted studies, by flooding source, that are included in this FIS Report.

**Table 29: Summary of Contracted Studies Included in this FIS Report**

| Flooding Source | FIS Report Dated | Contractor | Number | Work Completed Date | Affected Communities |
|---|---|---|---|---|---|
| Streams that drain more than 1 square mile that are not included elsewhere | 5/1/2020 | NeDNR | EMW-2015-CA-00030 | 2017 | Seward County, Nebraska and Incorporated Areas |
| Big Blue River | 5/1/2020 | NeDNR | EMK-2016-CA-00003-S01 | 2017 | City of Seward, City of Milford, and Seward County and Unincorporated Areas |
| Southwest Tributary | 5/1/2020 | NeDNR | EMK-2016-CA-00003-S01 | 2017 | City of Seward |
| Plum Creek | 5/1/2020 | NeDNR | EMK-2016-CA-00003-S01 | 2017 | City of Seward |

## 7.2 Community Meetings

The dates of the community meetings held for this Flood Risk Project and previous Flood Risk Projects are shown in Table 30. These meetings may have previously been referred to by a variety of names (Community Coordination Officer (CCO), Scoping, Discovery, etc.), but all meetings represent opportunities for FEMA, community officials, study contractors, and other invited guests to discuss the planning for and results of the project.

**Table 30: Community Meetings**

| Community | FIS Report Dated | Date of Meeting | Meeting Type | Attended By |
|---|---|---|---|---|
| Seward County and Incorporated Areas | 5/1/2020 | 11/08/2016 | Kickoff | NeDNR, City of Seward, Village of Utica, Lower Platter South NRD, City of Milford, Seward County, Village of Pleasant Dale |
| | | 08/19/2017 | Flood Risk Review | NeDNR, City of Seward, Seward County, JEO, Village of Beaver Crossing, City of Milford |
| | | 10/22/2018 | CCO Meeting | Village of Bee, Village of Utica, City of Seward, Village of Pleasant Dale, FEMA, NeDNR |
| | | 1/23/2019 | Public Open House | Village of Pleasant Dale, City of Seward, Seward County, FEMA, NeDNR |
| City of Seward | 5/1/2020 | 12/20/2016 | Levee Kickoff Meeting | NeDNR, FEMA, City of Seward |
| | | 05/31/2017 | Levee Hydraulic Results | NeDNR, FEMA, City of Seward |

## SECTION 8.0 – ADDITIONAL INFORMATION

Information concerning the pertinent data used in the preparation of this FIS Report can be obtained by submitting an order with any required payment to the FEMA Engineering Library. For more information on this process, see www.fema.gov.

Table 31 is a list of the locations where FIRMs for Seward County can be viewed. Please note that the maps at these locations are for reference only and are not for distribution. Also, please note that only the maps for the community listed in the table are available at that particular repository. A user may need to visit another repository to view maps from an adjacent community.

**Table 31: Map Repositories**

| Community | Address | City | State | Zip Code |
|---|---|---|---|---|
| Beaver Crossing, Village of | Village Hall<br>800 Dimery Street | Beaver Crossing | NE | 68313 |
| Bee, Village of | Village Office<br>220 Elm Street | Bee | NE | 68314 |
| Cordova, Village of | Village Records Office<br>310 Hector Street | Cordova | NE | 68330 |
| Garland, Village of | Garland Fire Department<br>170 4th Street | Garland | NE | 68360 |
| Goehner, Village of | Village Office<br>1140 May Street | Goehner | NE | 68364 |
| Milford, City of | City Hall<br>505 1st Street | Milford | NE | 68405 |
| Pleasant Dale, Village of | Community Hall<br>110 Ash Street | Pleasant Dale | NE | 68423 |
| Seward, City of | City Hall<br>537 Main Street | Seward | NE | 68434 |
| Seward County, Unincorporated Areas | Seward County Courthouse<br>529 Seward Street | Seward | NE | 68434 |
| Staplehurst, Village of | Community Hall<br>155 South 3rd Street | Staplehurst | NE | 68439 |
| Utica, Village of | Village Office<br>466 1st Street | Utica | NE | 68456 |

The National Flood Hazard Layer (NFHL) dataset is a compilation of effective FIRM databases and LOMCs. Together they create a GIS data layer for a State or Territory. The NFHL is updated as studies become effective and extracts are made available to

the public monthly. NFHL data can be viewed or ordered from the website shown in Table 32.

Table 32 contains useful contact information regarding the FIS Report, the FIRM, and other relevant flood hazard and GIS data. In addition, information about the State NFIP Coordinator and GIS Coordinator is shown in this table. At the request of FEMA, each Governor has designated an agency of State or territorial government to coordinate that State's or territory's NFIP activities. These agencies often assist communities in developing and adopting necessary floodplain management measures. State GIS Coordinators are knowledgeable about the availability and location of State and local GIS data in their state.

**Table 32: Additional Information**

| FEMA and the NFIP | |
|---|---|
| FEMA and FEMA Engineering Library website | www.fema.gov/national-flood-insurance-program-flood-hazard-mapping/engineering-library |
| NFIP website | www.fema.gov/national-flood-insurance-program |
| NFHL Dataset | msc.fema.gov |
| FEMA Region 7 | 11224 Holmes Road<br>Kansas City, MO. 64131<br>Telephone: 816-283-7003 |
| Other Federal Agencies | |
| USGS website | www.usgs.gov |
| Hydraulic Engineering Center website | www.hec.usace.army.mil |
| State Agencies and Organizations | |
| State NFIP Coordinator | Katie Ringland, PE, CFM<br>NE Department of Natural Resources State NFIP Coordinator<br>301 Centennial Mall South Lincoln, NE 68509<br>Telephone: 402-471-2094<br>Email: katie.ringland@nebraska.gov |
| State GIS Coordinator | John Watermolen<br>State GIS Coordinator<br>Office of the Chief Information Officer State of Nebraska GIS Council/NITC Telephone: 402-471-9816<br>Email: john.watermolen@nebraska.gov<br>http://nitc.nebraska.gov/gisc http://www.NebraskaMAP.gov |

## SECTION 9.0 – BIBLIOGRAPHY AND REFERENCES

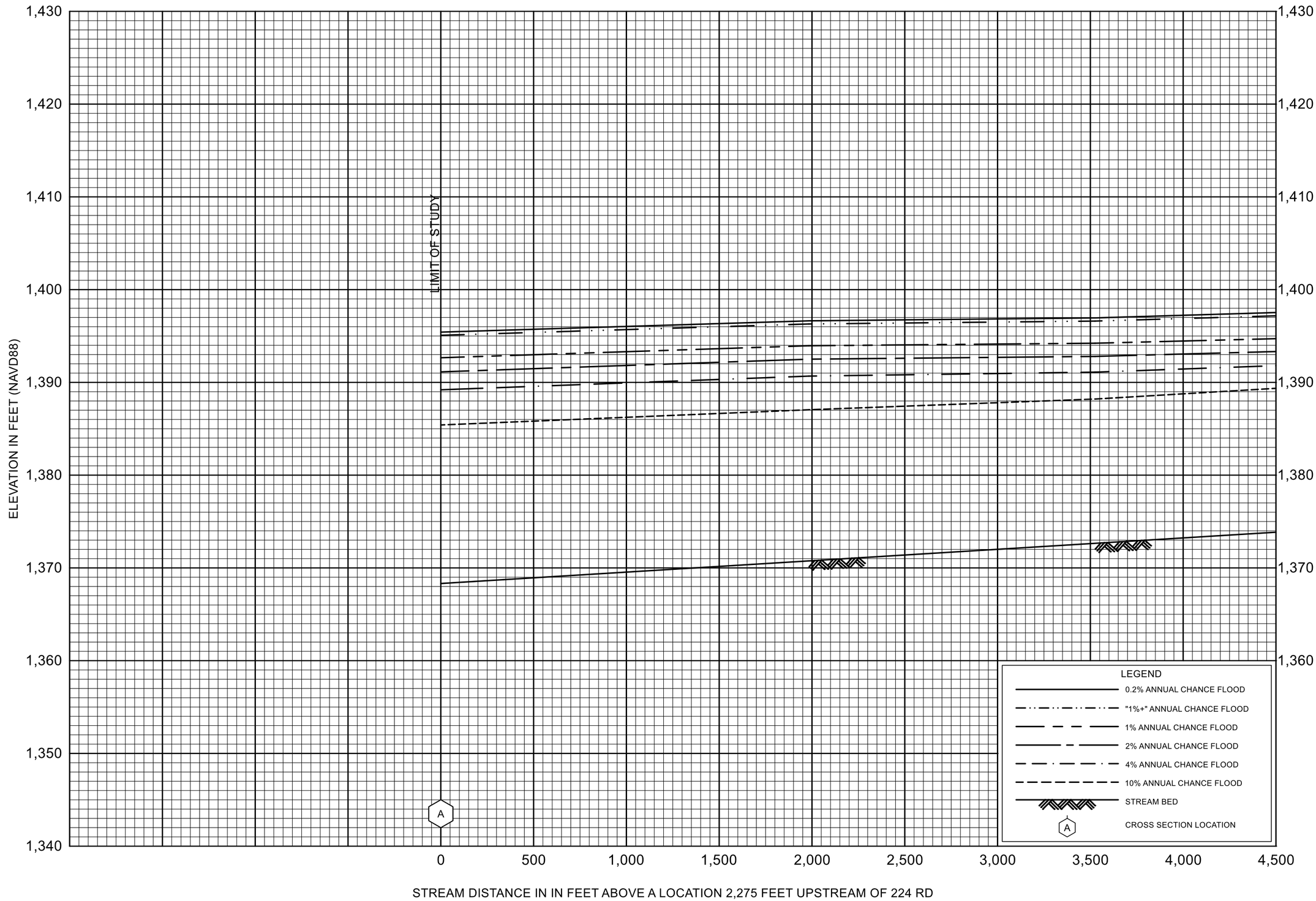
Table 33 includes sources used in the preparation of and cited in this FIS Report as well as additional studies that have been conducted in the study area.

**Table 33: Bibliography and References**

| Citation in this FIS Report | Publisher/Issuer | Publication Title, "Article", Volume, Number, etc. | Author/Editor | Place of Publication | Publication Date/Date of Issuance | Link |
|---|---|---|---|---|---|---|
| COHN 1997 | Water Resources Research | An algorithm for computing moments-based flood quantile estimates when historical flood information is available | Cohn, T., W.M. Lane, W.G. Baier | US | 01/01/1997 | |
| COHN 2013 | Water Resources Research | A generalized Grubbs-Beck test statistic for detecting multiple potentially influential low outliers in flood series | Cohn, T. A., J. F. England, C. E. Berenbrock | US | 01/01/2013 | |
| DOC 1957 | U.S. Department of Commerce, Weather Bureau | Technical Paper No. 29: Rainfall Intensity-Frequency Regime, Part 1 - the Ohio Valley | U.S. Department of Commerce, Weather Bureau | Washington D.C. | 06/01/1957 | |
| FEMA1 | Federal Emergency Management Agency | Flood Insurance Study, City of Seward, Seward County, Nebraska | Federal Emergency Management Agency | Washington D.C. | 03/01/1980 | http://msc.fema.gov |
| FEMA2 | Federal Emergency Management Agency | Flood Insurance Study, City of Seward, Seward County, Nebraska | Federal Emergency Management Agency | Washington D.C. | 09/30/1993 | http://msc.fema.gov |
| FEMA3 | Federal Emergency Management Agency | Flood Insurance Rate Maps Seward County, Nebraska | Federal Emergency Management Agency | Washington D.C. | 01/01/1990 | http://msc.fema.gov |
| FEMA4 | Federal Emergency Management Agency | Flood Insurance Rate Maps, City of Seward, Seward County Nebraska | Federal Emergency Management Agency | Washington D.C. | 09/30/1993 | http://msc.fema.gov |
| FSA | USDA, FSA | 2016 Digital Orthophoto NAIP Imagery | USDA, FSA | Salt Lake City, Utah | 2/1/2017 | http://datagateway.nrcs.usda.gov |
| JIN 2011 | Remote Sensing of Environment | A comprehensive change detection method for updating the National Land Cover Database to circa 2011, 132: 159-175 | Jin, S., Yang, L., Danielson, P., Homer, C., Fry, J., and Xian, G. | Silver Spring, MD | 01/01/2013 | |
| NDOR | U.S. Department of Transporation | Regression Equations | Strahm, B.J. and Admiraal, D.M. | Washington D.C. | 08/01/2005 | |
| NEDNR 2012 | Nebraska Department of Natural Resources | Work Maps, Seward County, Nebraska | Nebraska Department of Natural Resources | Lincoln, Nebraska | 01/01/2017 | http://www.dnr.nebraska.gov/ |
| NeDNR1 | Nebraska Department of Natural Resources | Community Boundaries | Nebraska Department of Natural Resources | Nebraska | 01/01/2016 | |

| Citation in this FIS Report | Publisher/Issuer | Publication Title, "Article", Volume, Number, etc. | Author/Editor | Place of Publication | Publication Date/Date of Issuance | Link |
|---|---|---|---|---|---|---|
| NeDNR2 | Nebraska Department of Natural Resources | Nebraska quadrangle polygons | USGS | Lincoln, Nebraska | 01/01/1997 | http://www.dnr.nebraska.gov/ |
| NeDNR3 | Nebraska Department of Natural Resources | Nebrska section polygons | Nebraska Department of Natural Resources | Lincoln, Nebraska | 11/01/1995 | http://www.dnr.nebraska.gov/ |
| NeDNR4 | Nebraska Department of Natural Resources | 2015-16 Survey data for Big Blue River, Plum Creek, and Southwest Tributary | Nebraska Department of Natural Resources | Lincoln, Nebraska | 01/31/2016 | http://www.dnr.nebraska.gov/ |
| NeDNR5 | Nebraska Department of Natural Resources | 2015-16 Field Photos for Big Blue River, Plum Creek, and Southwest Tributary | Nebraska Department of Natural Resources | Lincoln, Nebraska | 01/31/2016 | http://www.dnr.nebraska.gov/ |
| NeDNR6 | Nebraska Department of Natural Resources | 2015-16 Field Sketches for Big Blue River, Plum Creek, and Southwest Tributary | Nebraska Department of Natural Resources | Lincoln, Nebraska | 01/31/2016 | http://www.dnr.nebraska.gov/ |
| NeDNR7 | Nebraska Department of Natural Resources | Upper Big Blue Watershed Floodplain Study Seward County | Nebraska Department of Natural Resources | Lincoln, Nebraska | 02/27/2017 | http://www.dnr.nebraska.gov/ |
| NeDNR8 | Nebraska Department of Natural Resources | West Fork Big Blue Watershed Floodplain Study | Nebraska Department of Natural Resources | Lincoln, Nebraska | 3/8/2016 | http://www.dnr.nebraska.gov/ |
| NEDNR9 | Nebraska Department of Natural Resources | Seward County FIRM Database | Nebraska Department of Natural Resources | Lincoln, Nebraska | 1/31/2018 | http://www.dnr.nebraska.gov/ |
| NOAA 2013 | National Oceanic and Atmospheric Administration, National Weather Service | NOAA Atlas 14 Volume 8 Version 2, Precipitation-Frequency Atlas of the United States, Midwestern State | Sanja Perica, Deborah Martin, Sandra Pavlovic, Ishani Roy, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Michael Yekta, Geoffrey Bonnin | Silver Spring, MD | 04/01/2013 | http://www.noaa.gov/ |
| NPSC | Nebraska Public Service Commission GIS Data Repository | Seward Country Street Data | Nebraska Public Service Commission GIS Data Repository | Nebraska | 10/30/2014 | http://psc.gisworkshop.com |

| Citation in this FIS Report | Publisher/Issuer | Publication Title, "Article", Volume, Number, etc. | Author/Editor | Place of Publication | Publication Date/Date of Issuance | Link |
|---|---|---|---|---|---|---|
| NRCS | Natural Resource Conservation Service | 1.4 Meter Nominal Point Spacing, High Resolution Digital LiDAR Data Acquisition and Processing for portions of South Central Nebraska | Merrick and Company | Nebraska | 07/29/2009 | |
| NRCS 1968 | Nebraska Natural Resources Commission | Big Blue River Flood Plain Study | Nebraska Natural Resources Commission | Nebraska | 09/01/1968 | |
| NRCS 2013 | U.S. Department of Agriculture | Web Soil Survey | Soil Survey Staff | US | 12/06/2013 | http://websoilsurvey.nrcs.usda.gov/ |
| USACE 2013 | U.S. Army Corps of Engineers Hydraulic Engineering Center | HEC-GeoHMS Geospatial Hydrologic Modeling Extension Version 10.1 User's Manual, CPD-77 | Matthew J. Fleming and James H. Doan | Davis, CA | 02/1/2013 | http://www.hec.usace.army.mil/ |
| USACE 2016 | U.S. Army Corps of Engineers Hydraulic Engineering Center | Hydraulic Modeling System HEC-HMS Version 4.2 User's Manual, CPD-74A | William A. Scharffenberg | Davis, CA | 08/01/2016 | http://www.hec.usace.army.mil/ |
| USDA 1965 | U.S. Department of Agriculture | Soil Conservation Service | Technical Release No. 20, Computer Program for Project Formulation, Hydrology | Lincoln, Nebraska | 05/1/1965 | |
| USDA 1986 | U.S. Department of Agriculture | Technical Release 55: Urban Hydrology for Small Watersheds | Soil Conservation Service | Washington D.C. | 06/01/1986 | |
| USGS | U.S. Department of Commerce, U.S. Census Bureau | Tiger Census data 2014 | U.S. Department of Commerce, U.S. Census Bureau, Geography Division, Geographic Products Branch | Washington D.C. | 01/01/2014 | https://www.census.gov/cgi-bin/geo/shapefiles/index.php |
| USGS 1976 | United States Geological Survey, Water-Resources Investigations | Magnitude and Frequency of Floods in Nebraska | Beckman, E.W. | Lincoln, Nebraska | 10/01/1976 | |



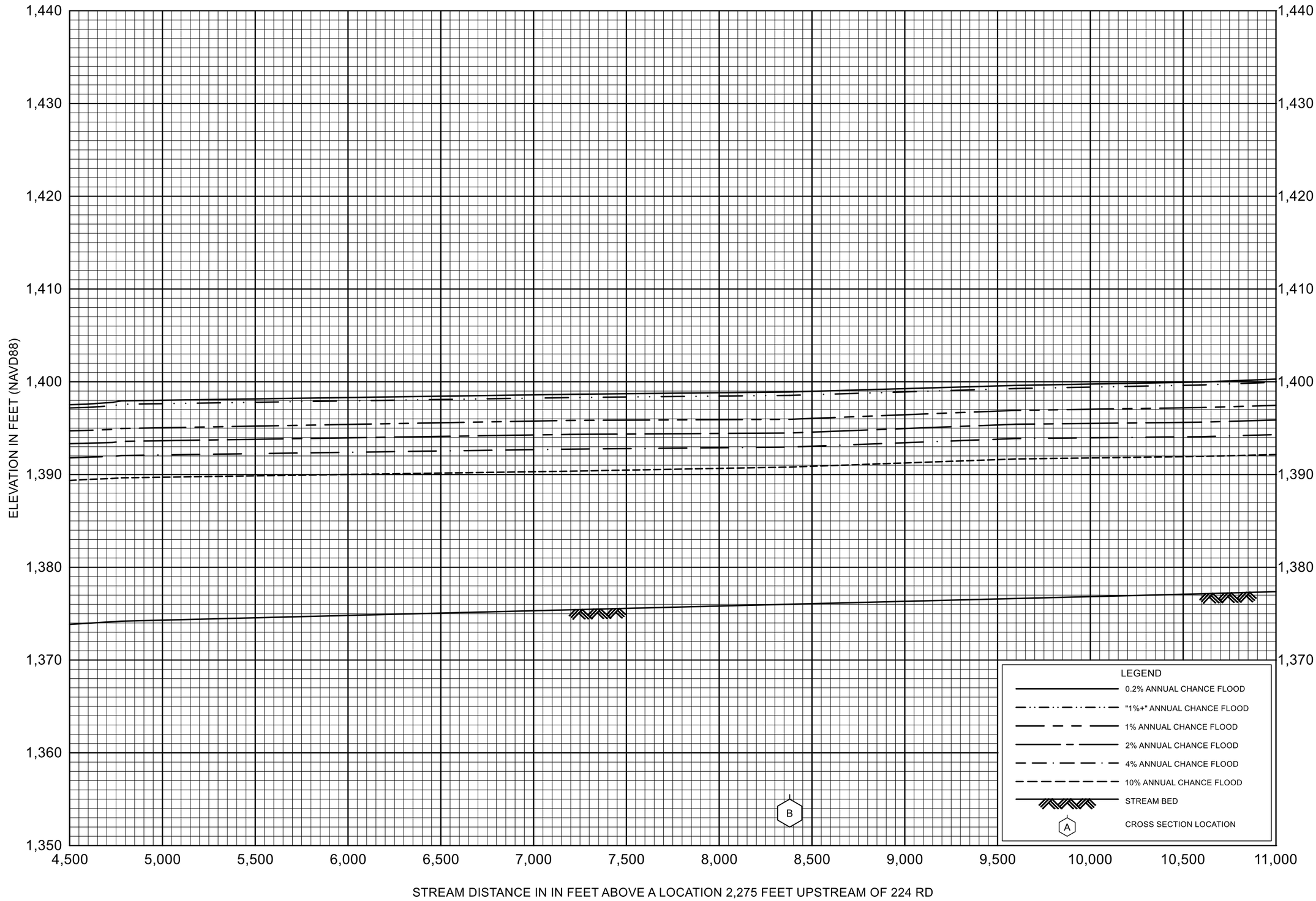

FLOOD PROFILES

BIG BLUE RIVER

FEDERAL EMERGENCY MANAGEMENT AGENCY

SEWARD COUNTY, NE

AND INCORPORATED AREAS




FLOOD PROFILES

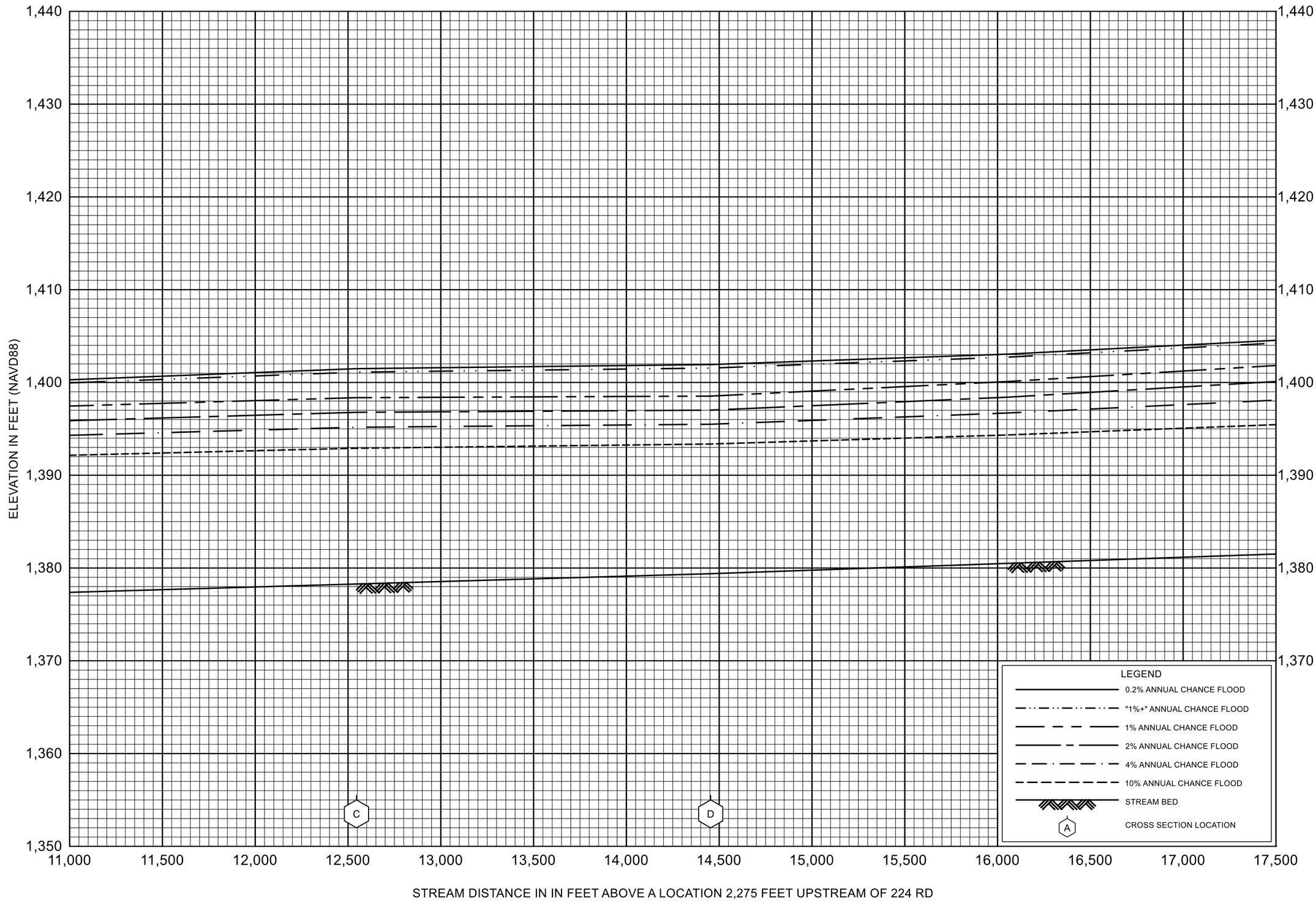
BIG BLUE RIVER

FEDERAL EMERGENCY MANAGEMENT AGENCY

SEWARD COUNTY, NE

AND INCORPORATED AREAS

02P




FLOOD PROFILES

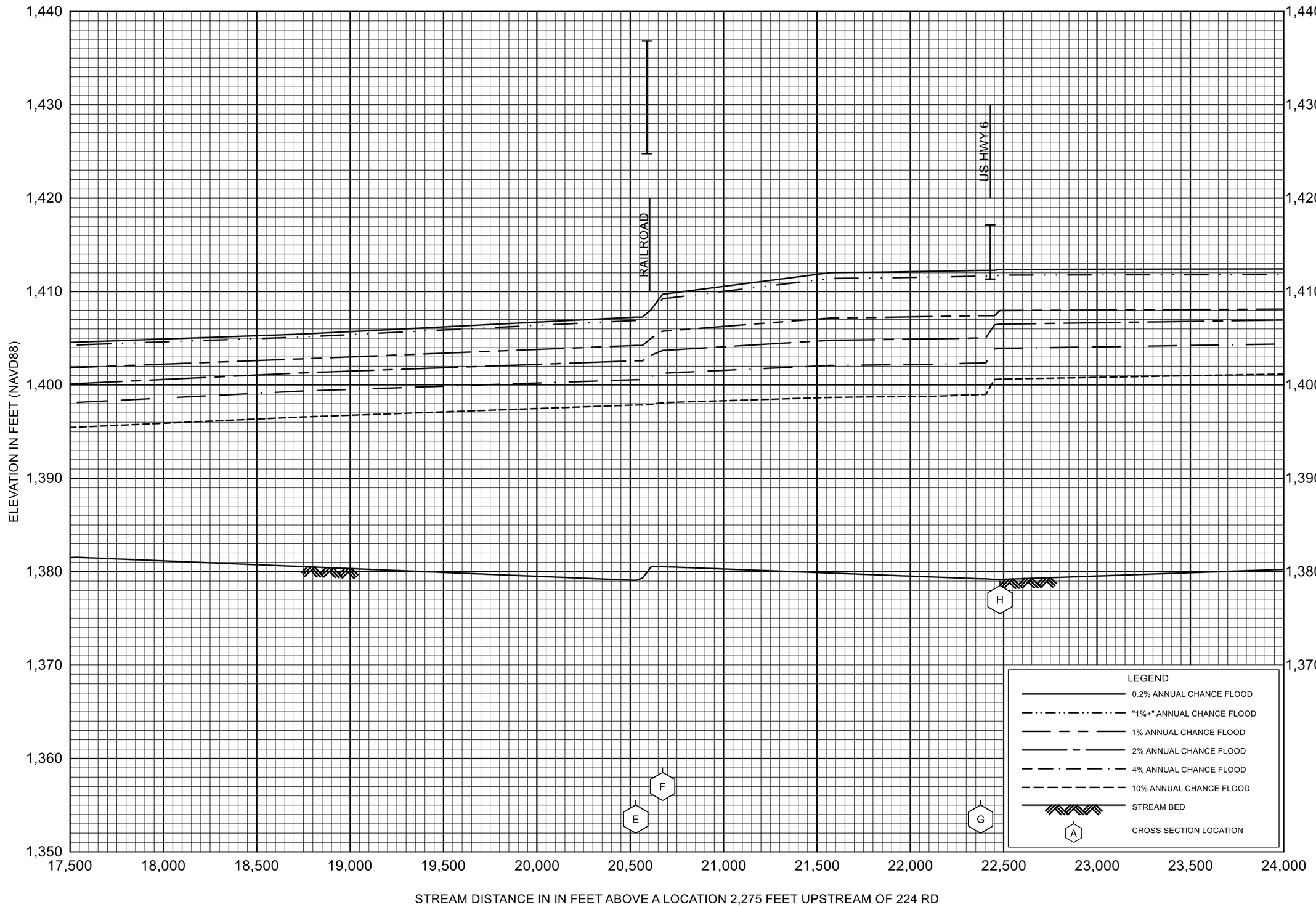
BIG BLUE RIVER

FEDERAL EMERGENCY MANAGEMENT AGENCY

SEWARD COUNTY, NE

AND INCORPORATED AREAS

03P




FLOOD PROFILES

BIG BLUE RIVER

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SEWARD COUNTY, NE

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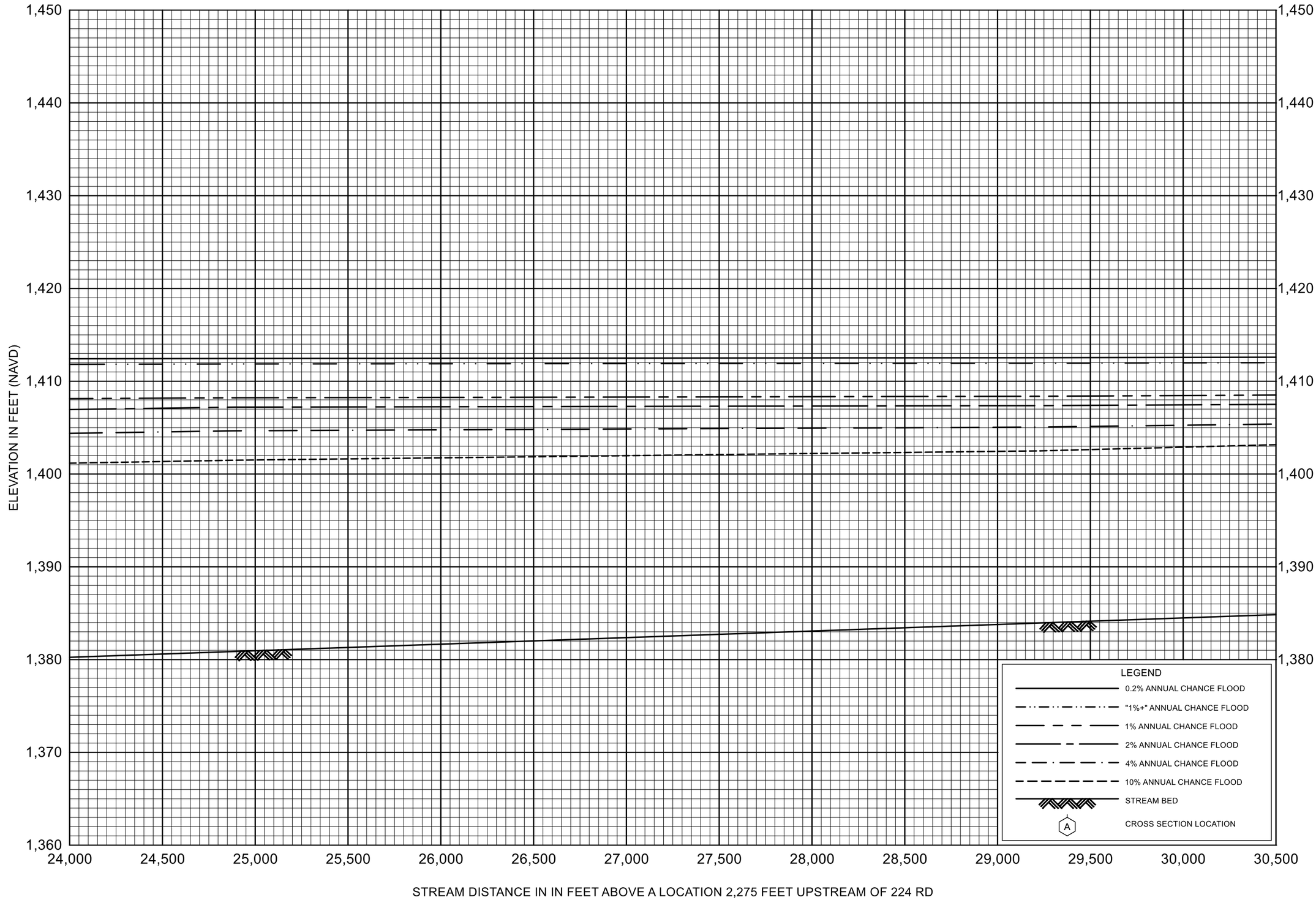


FLOOD PROFILES

BIG BLUE RIVER

FEDERAL EMERGENCY MANAGEMENT AGENCY

SEWARD COUNTY, NE

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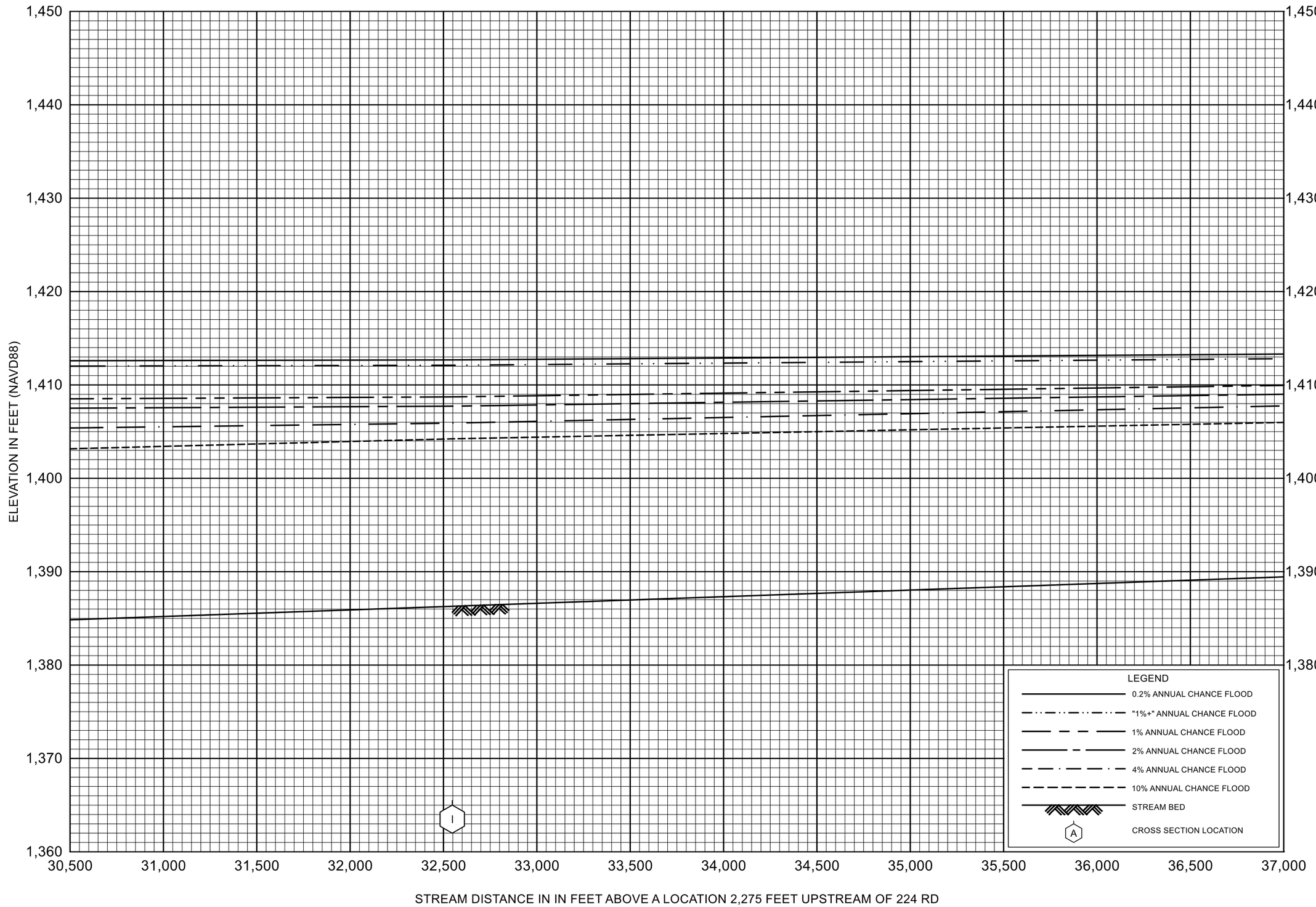



FLOOD PROFILES

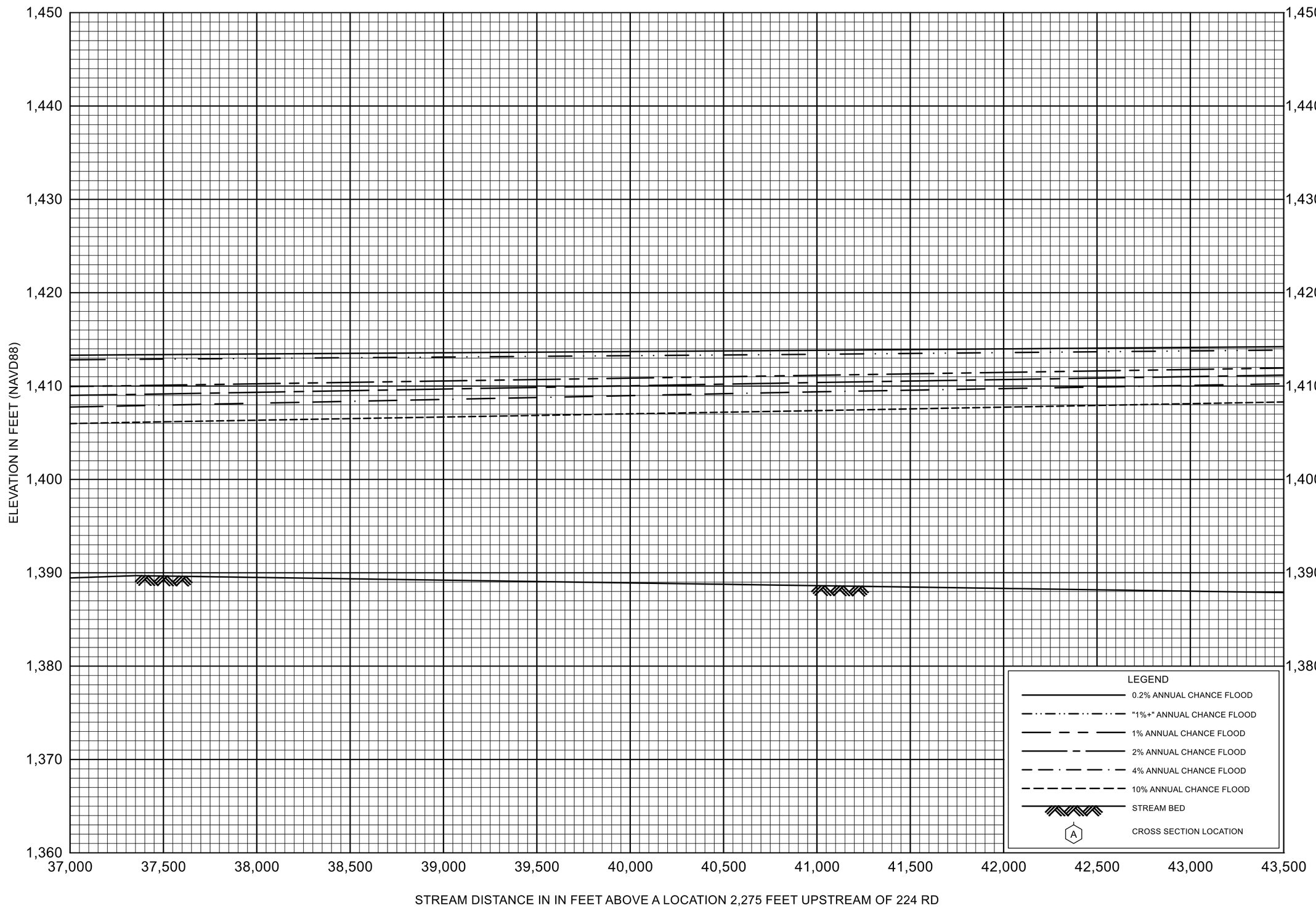
BIG BLUE RIVER

FEDERAL EMERGENCY MANAGEMENT AGENCY

SEWARD COUNTY, NE

AND INCORPORATED AREAS

06P

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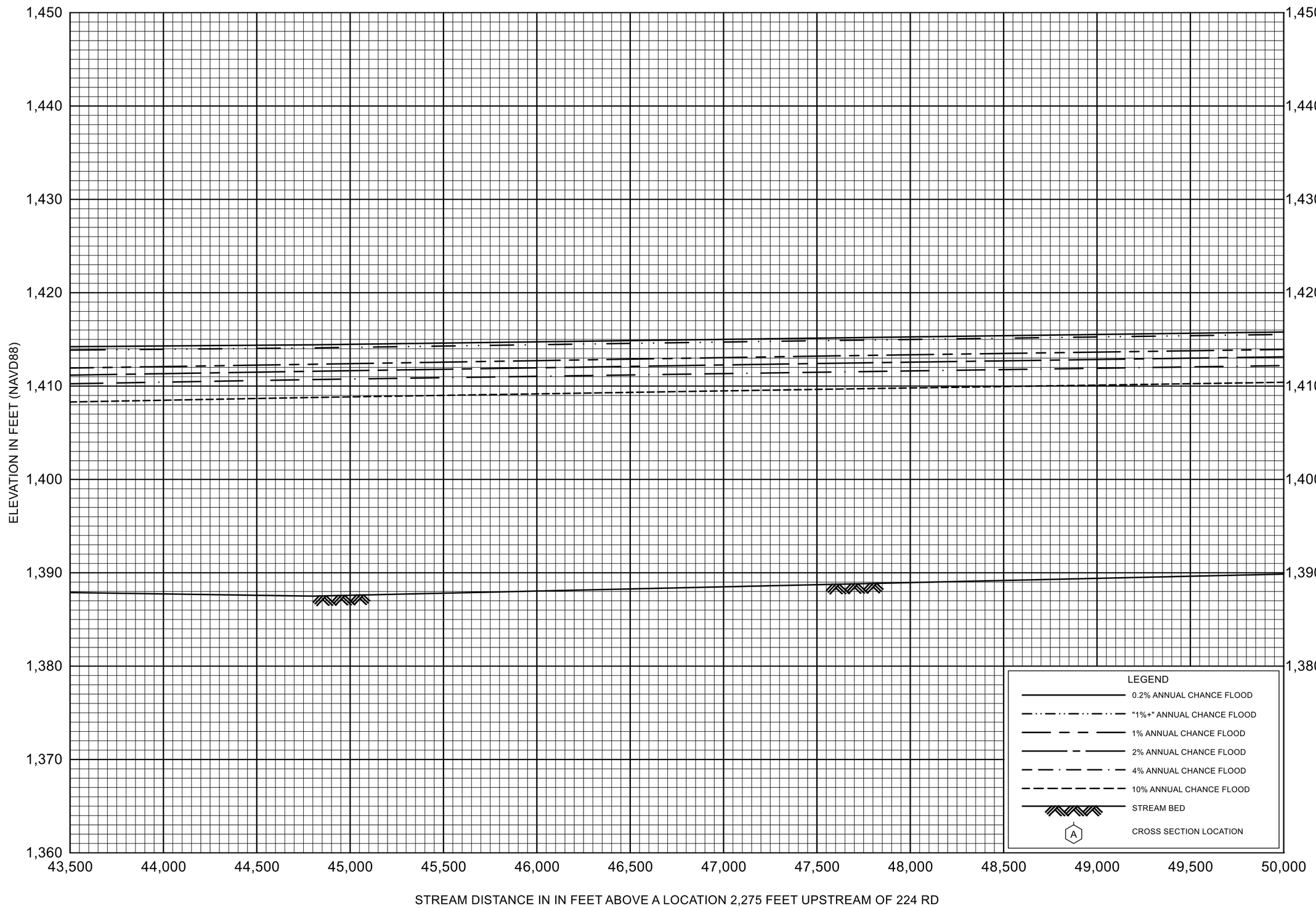


FLOOD PROFILES

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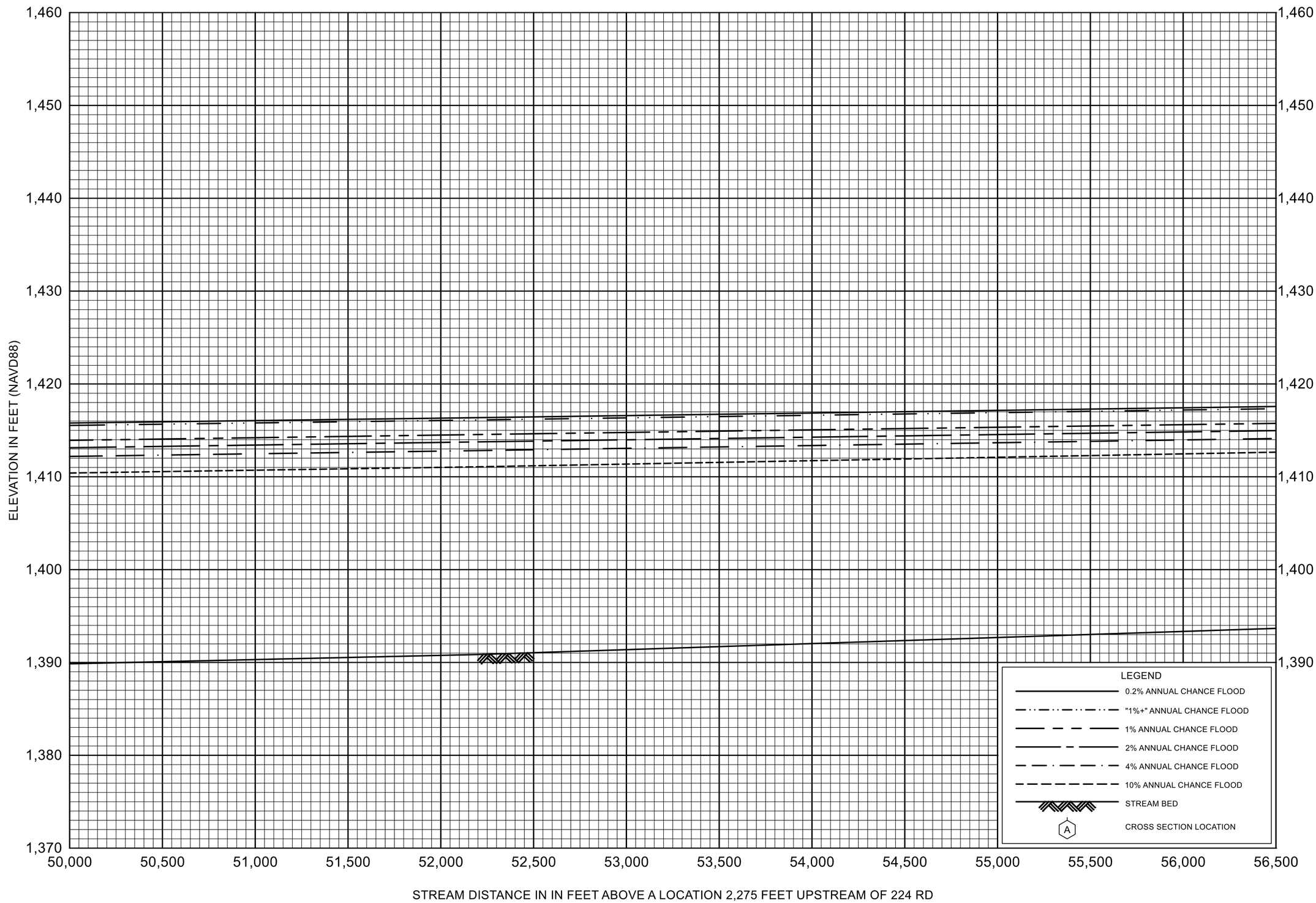


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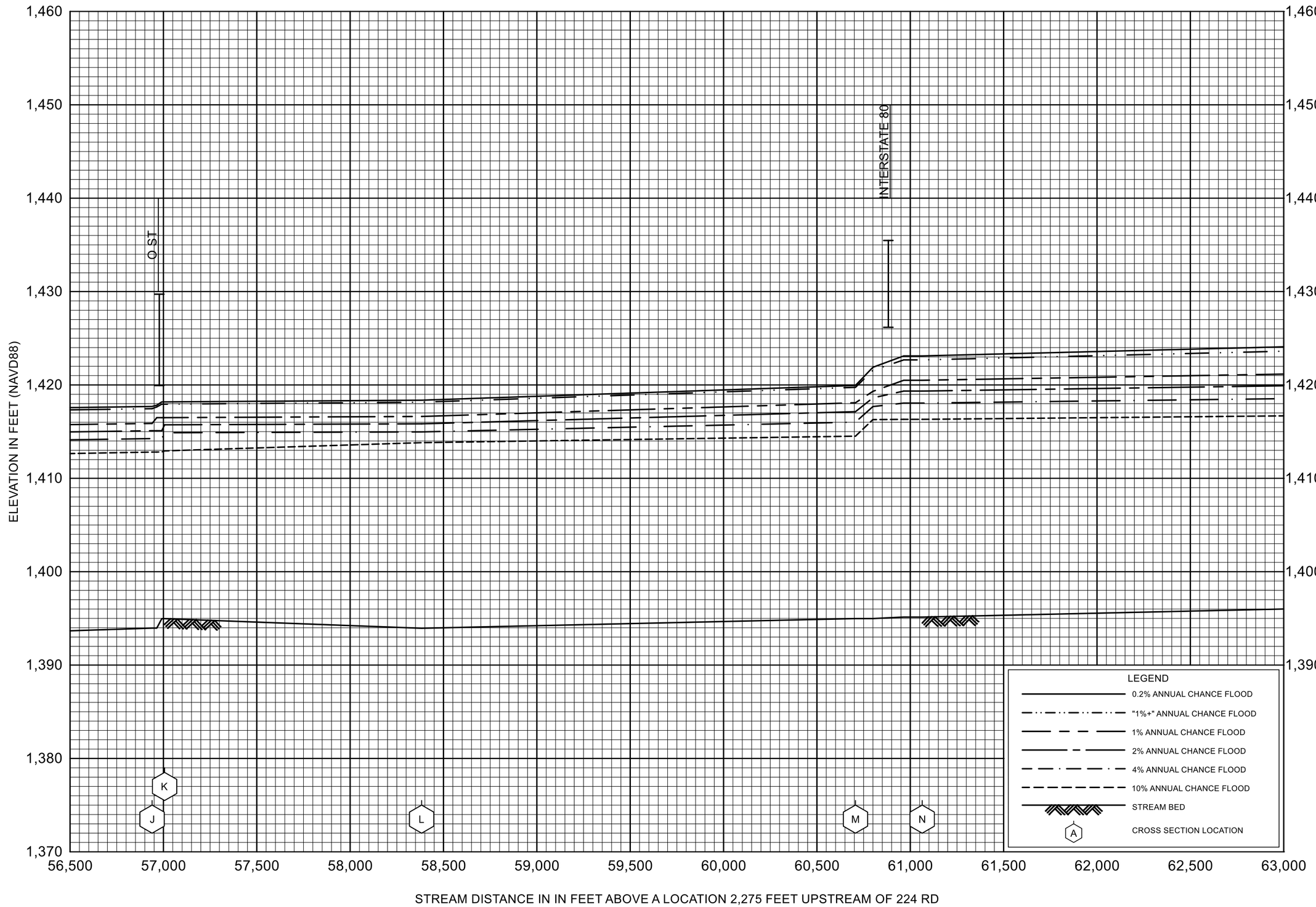


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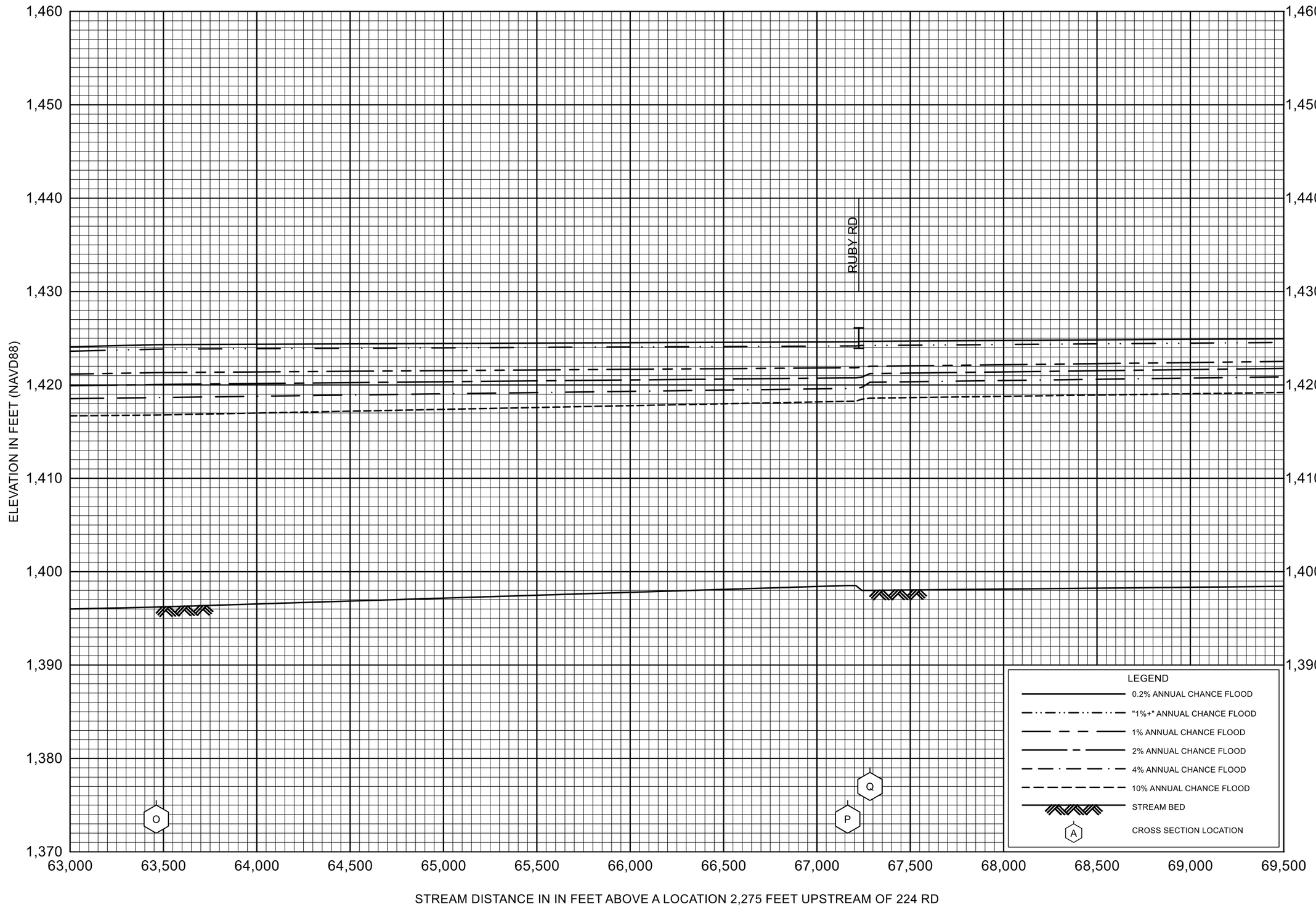


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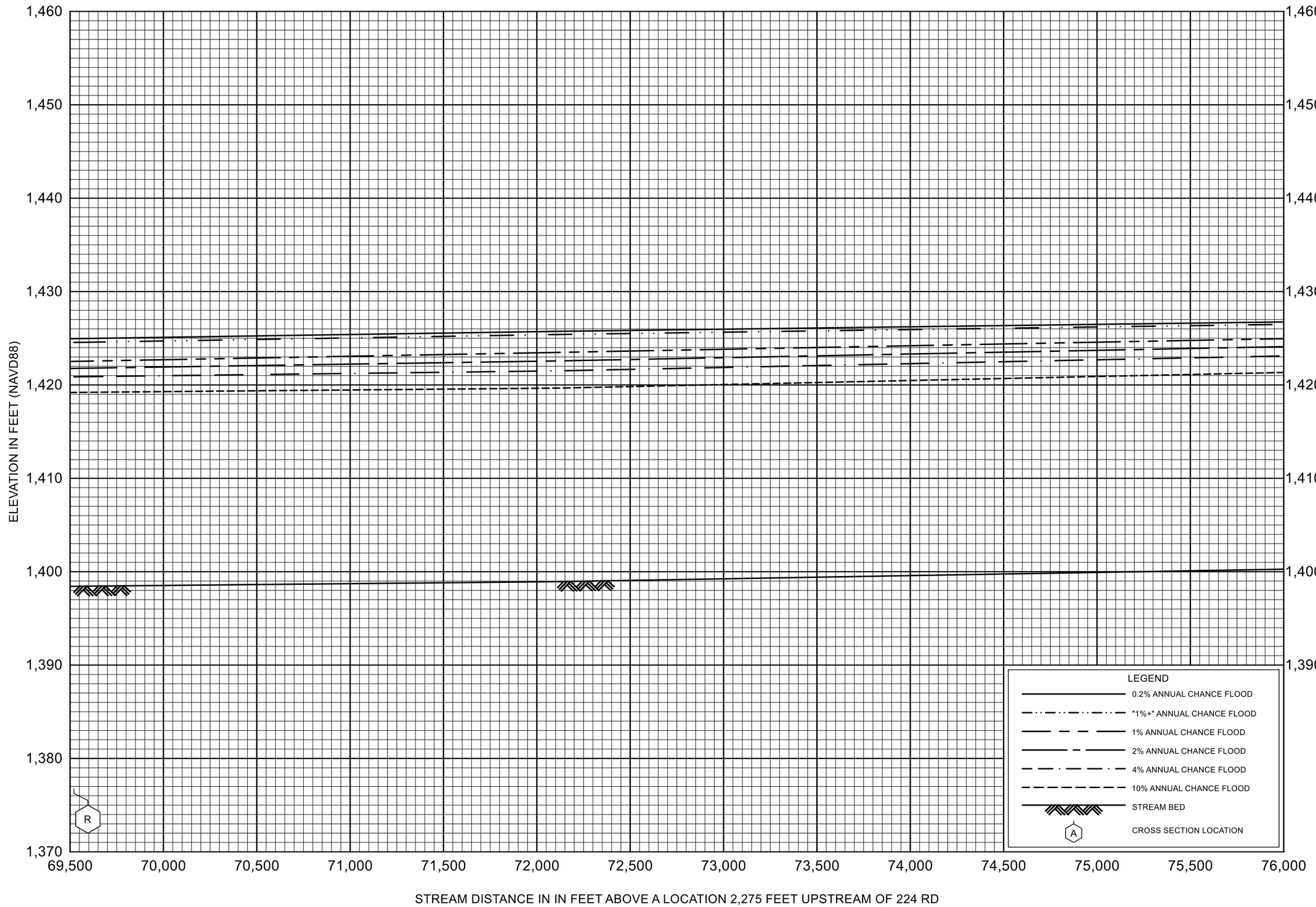


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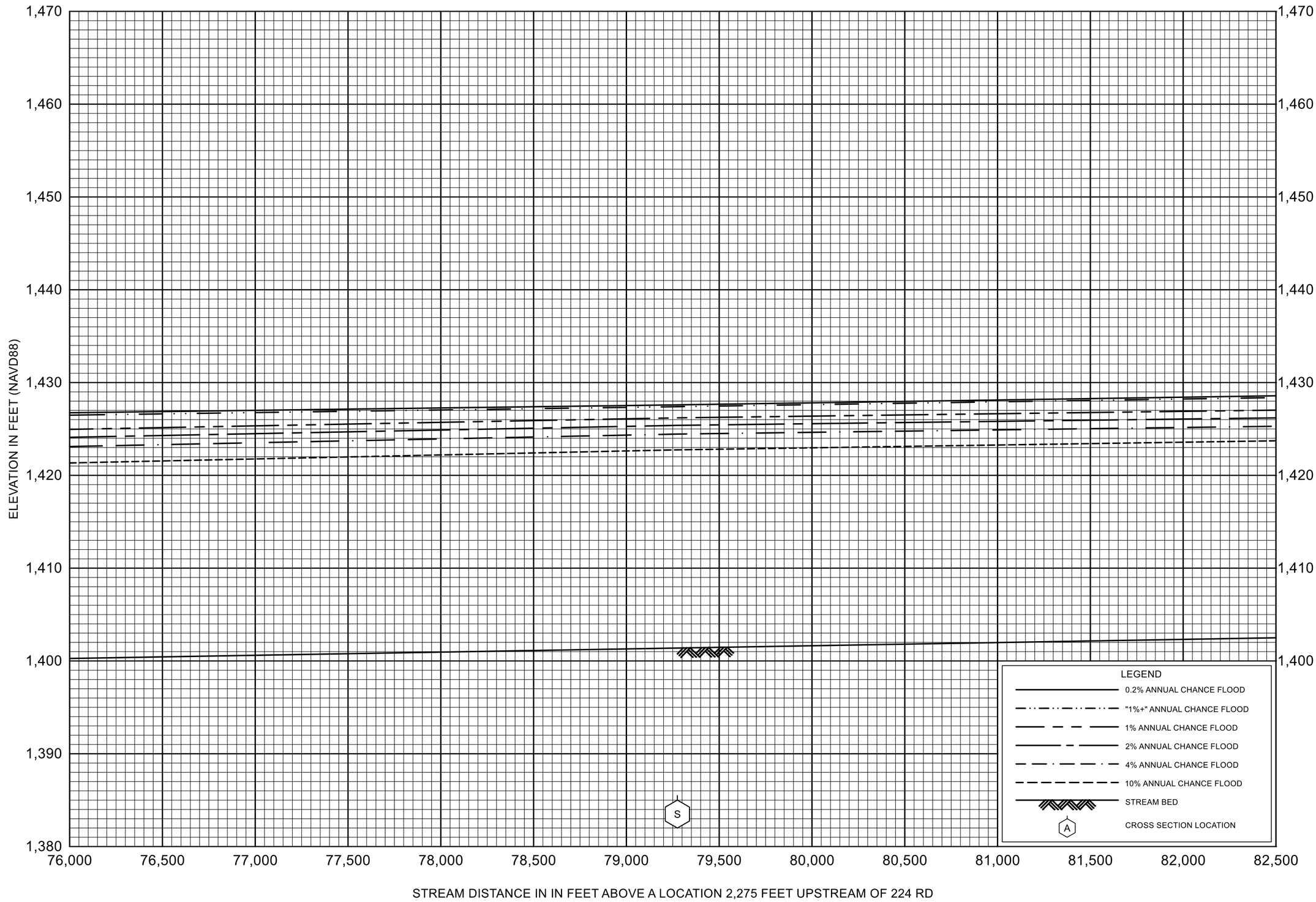


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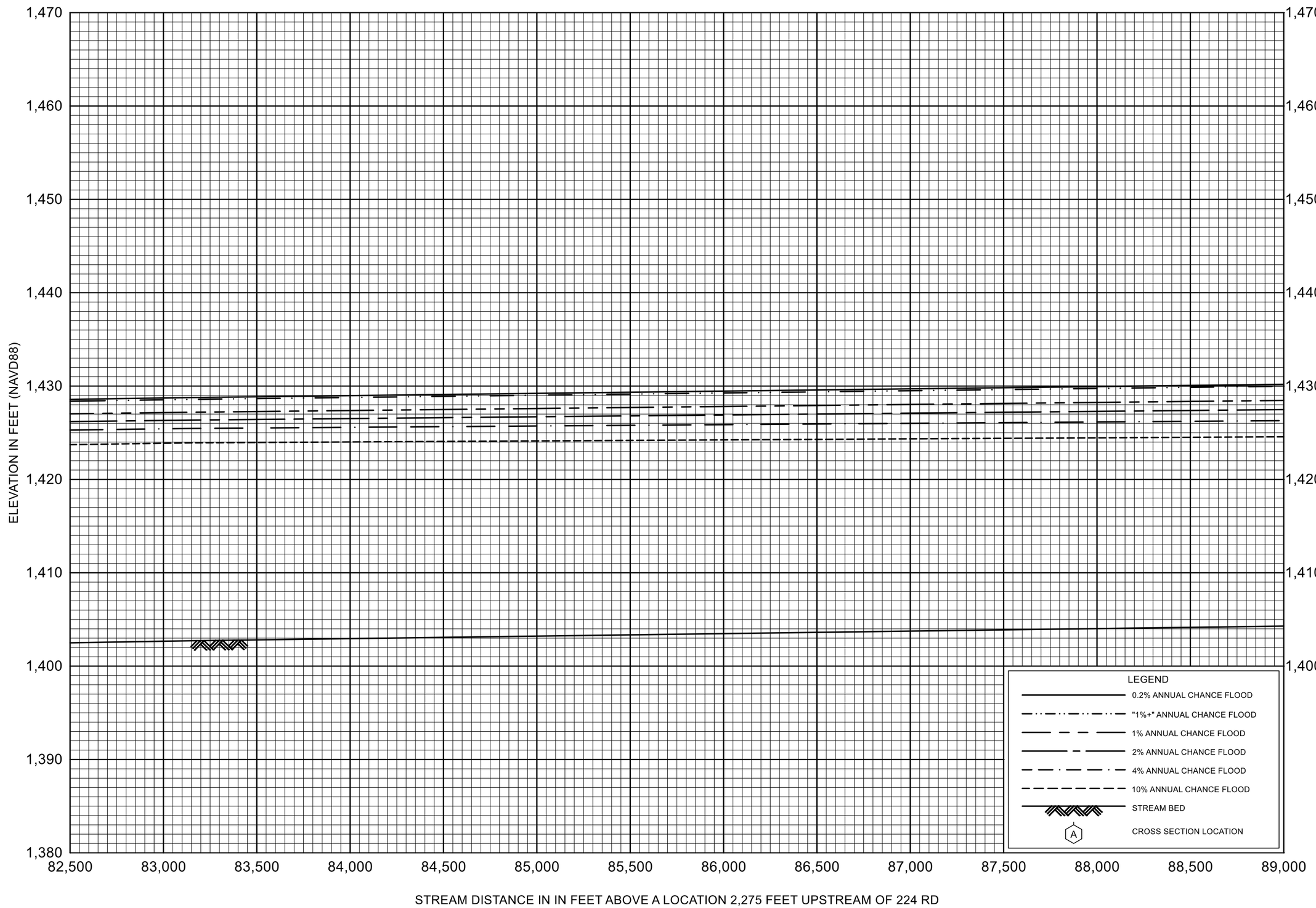


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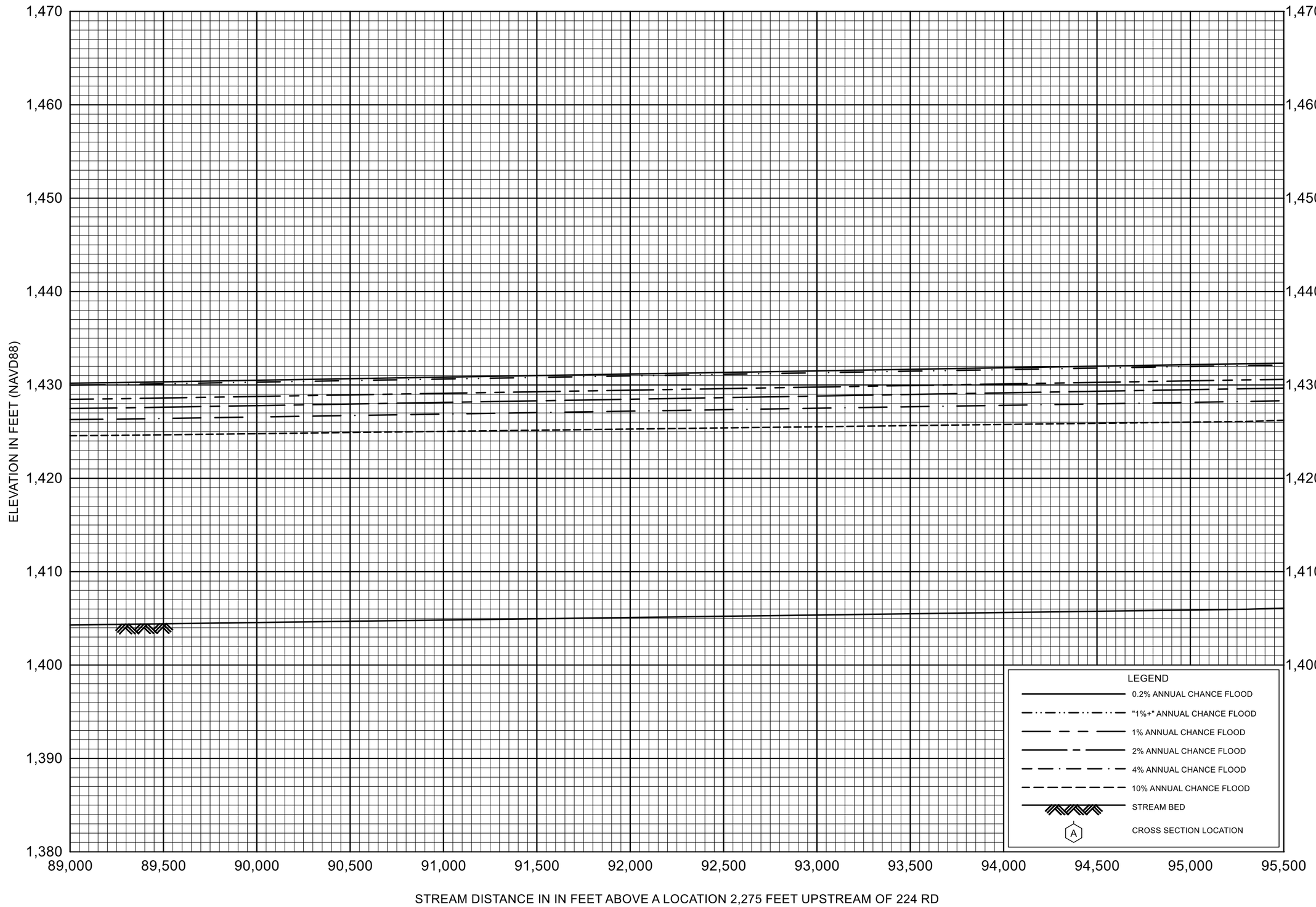


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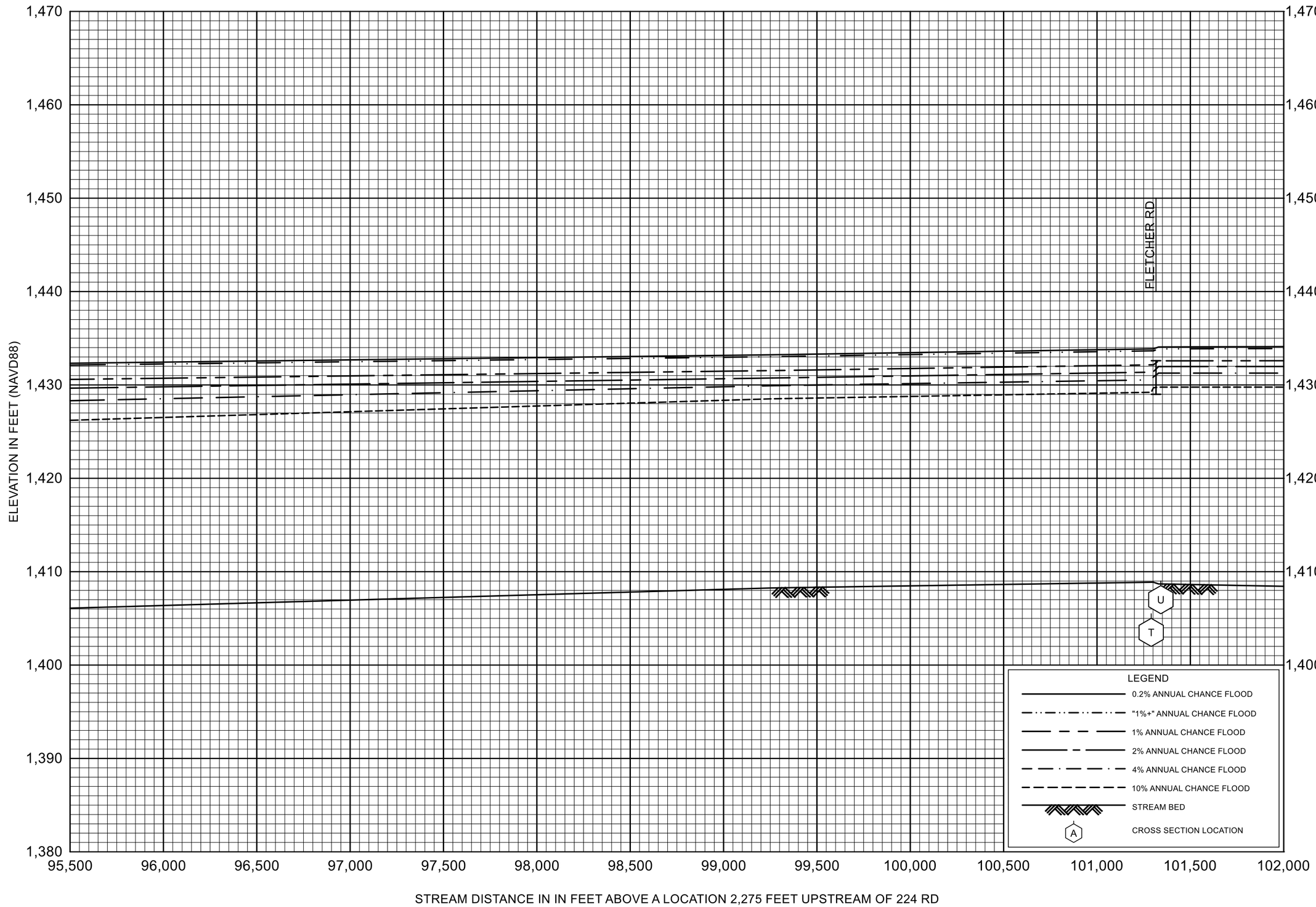


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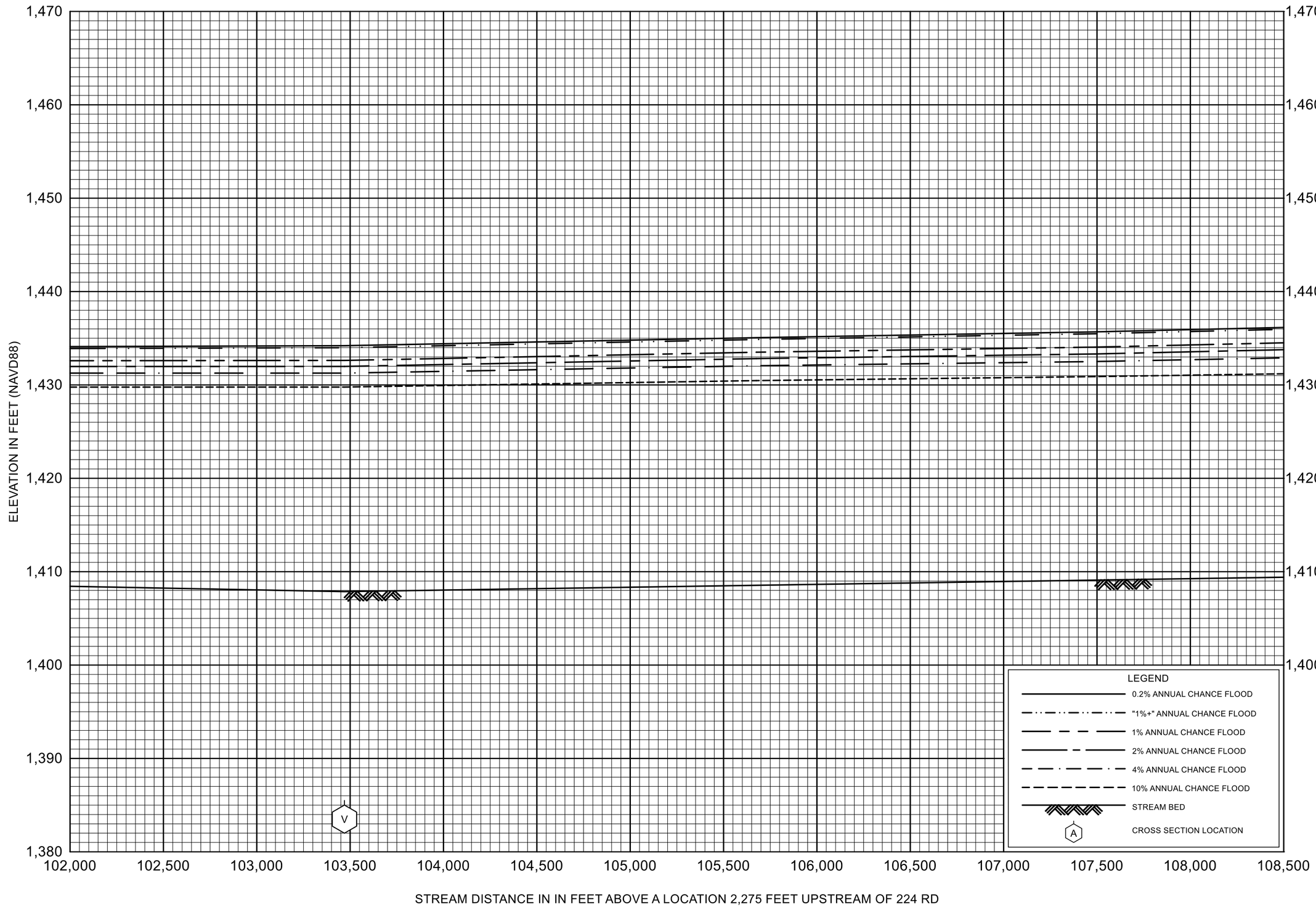


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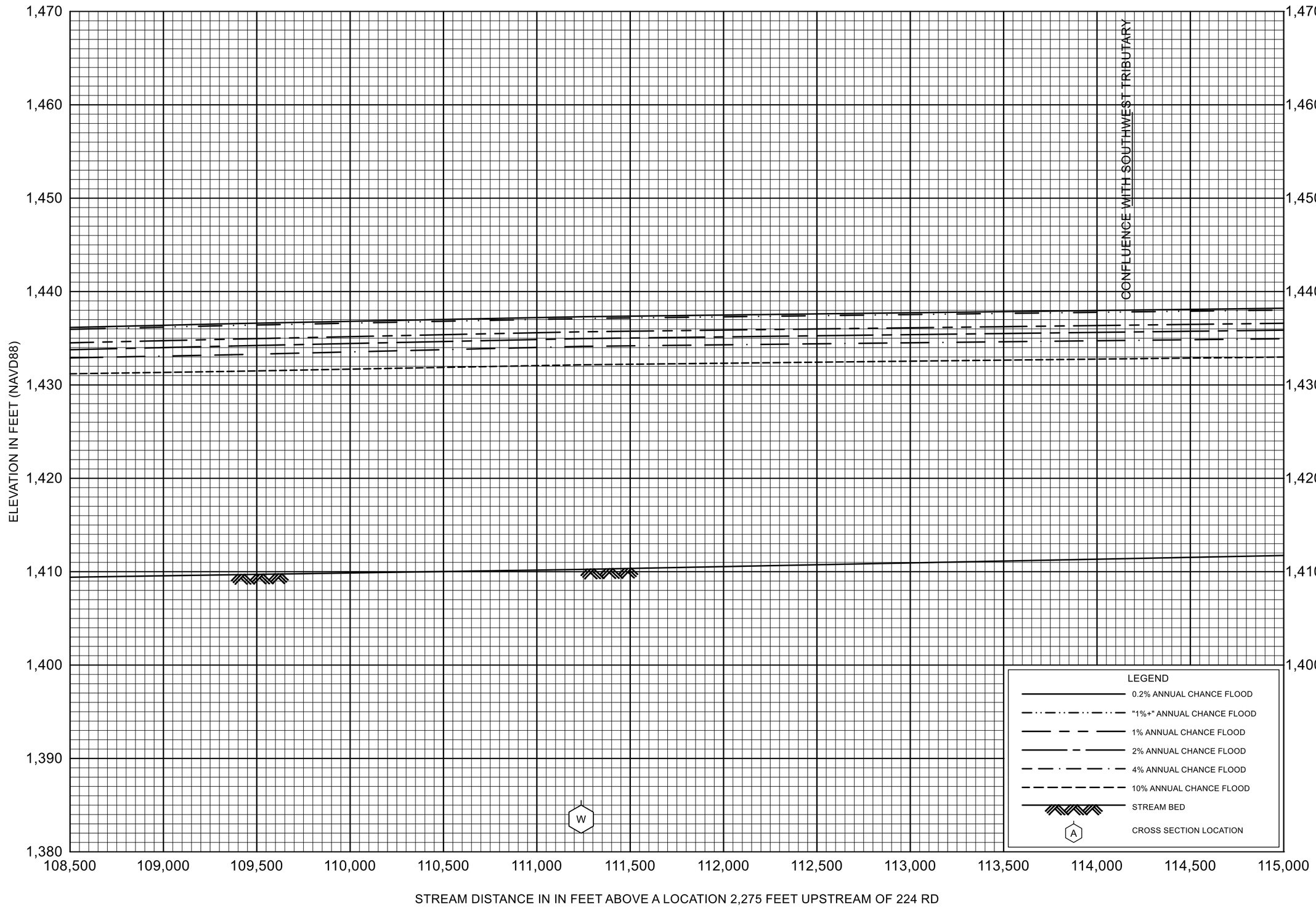


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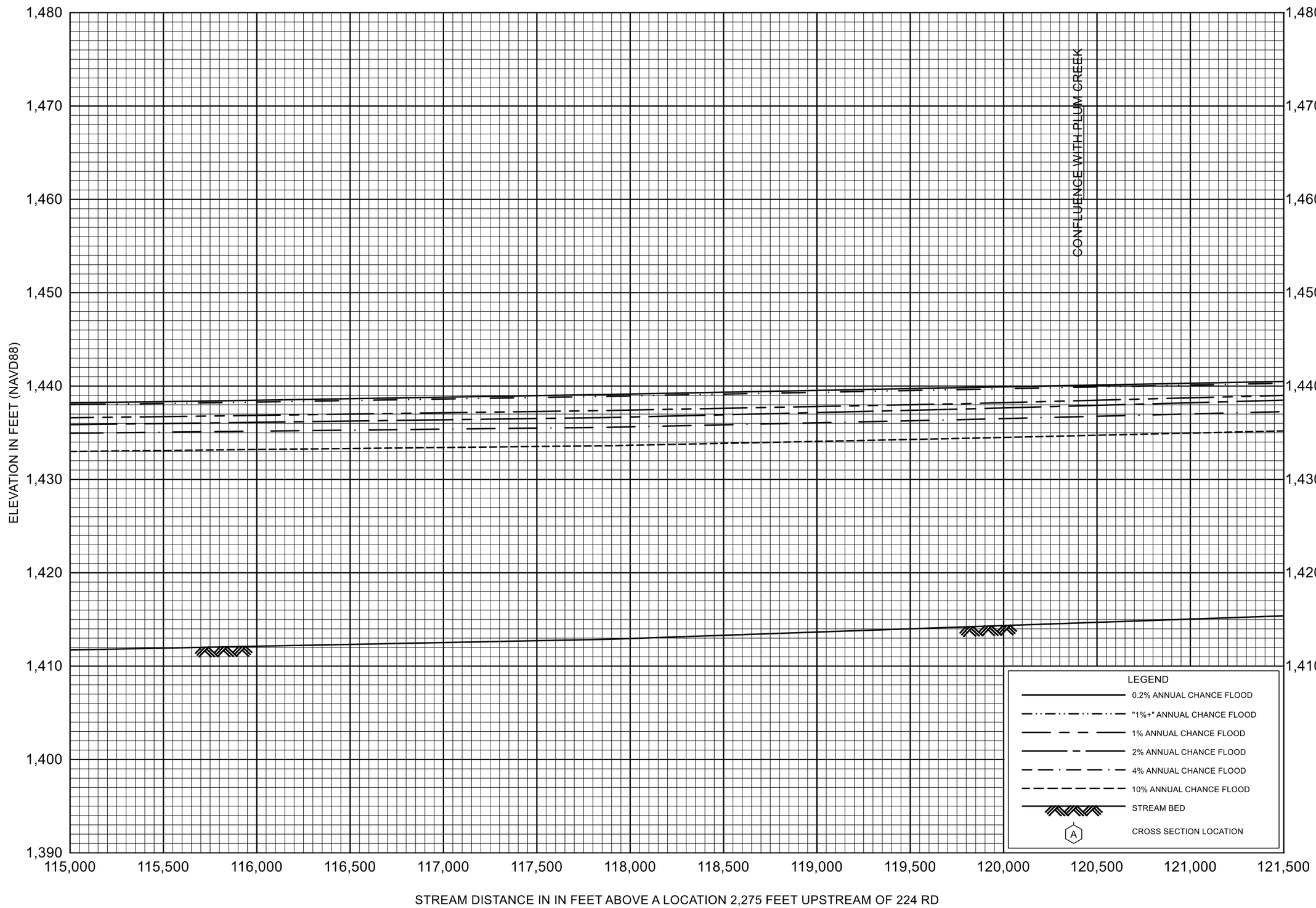


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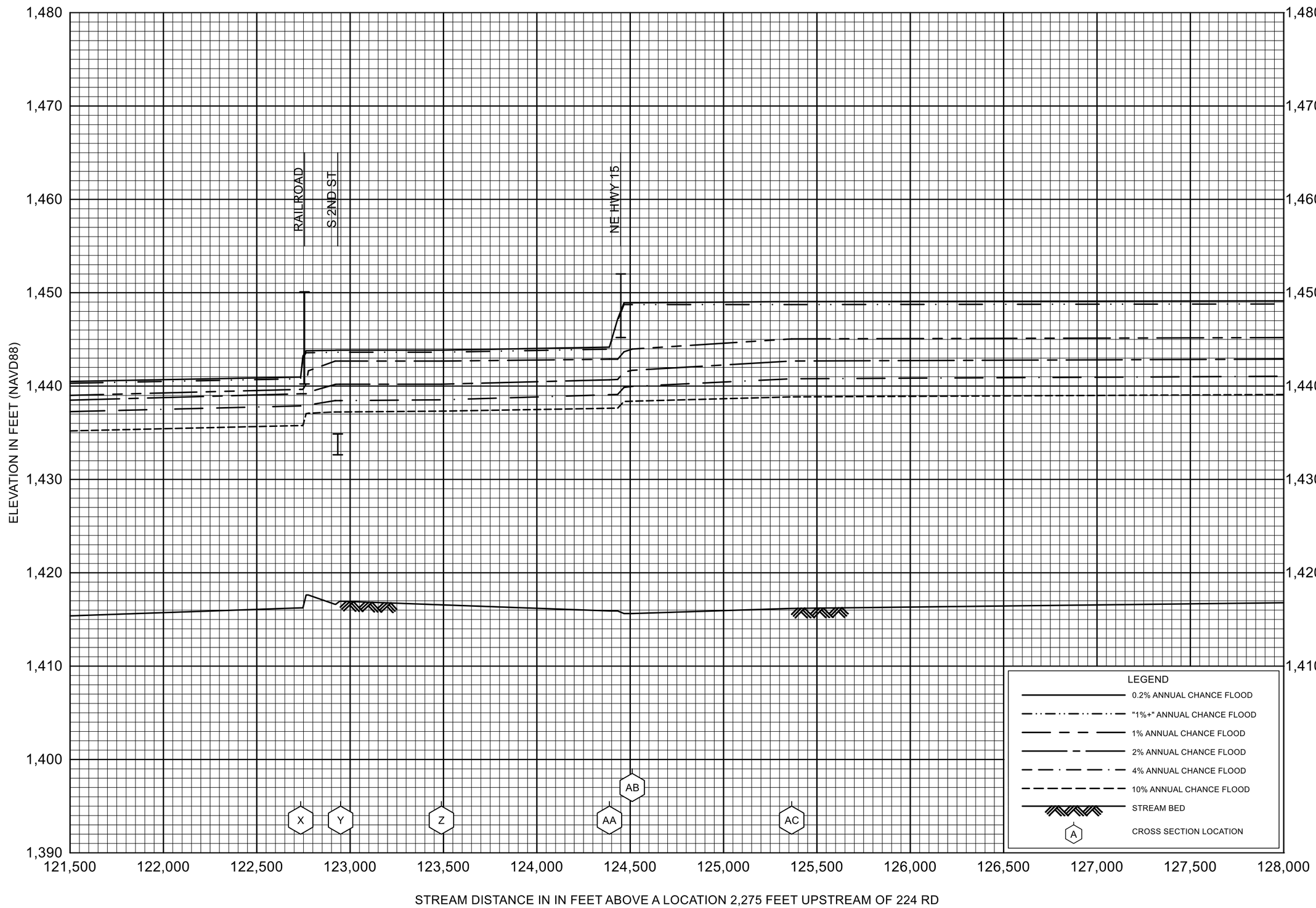


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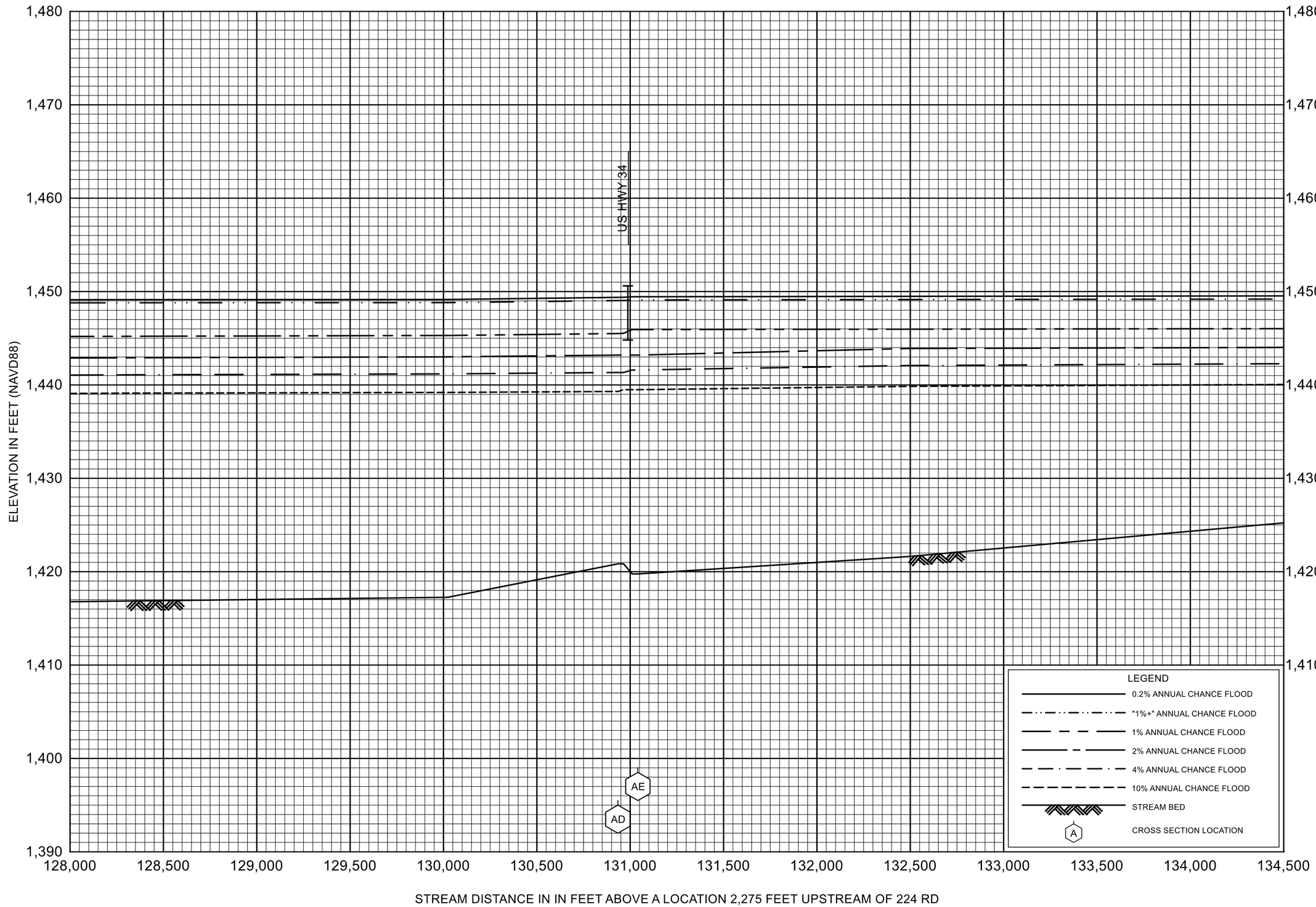


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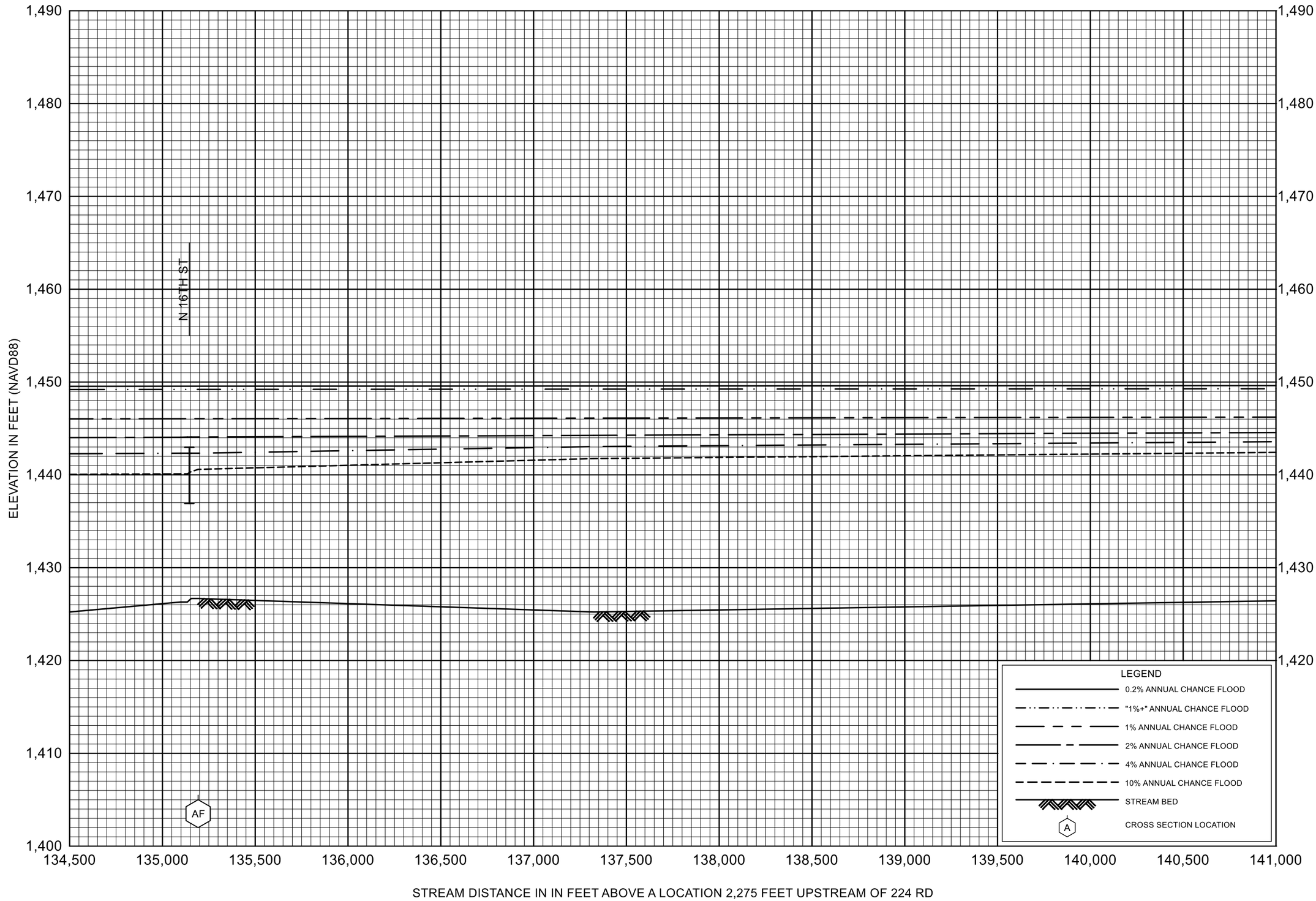


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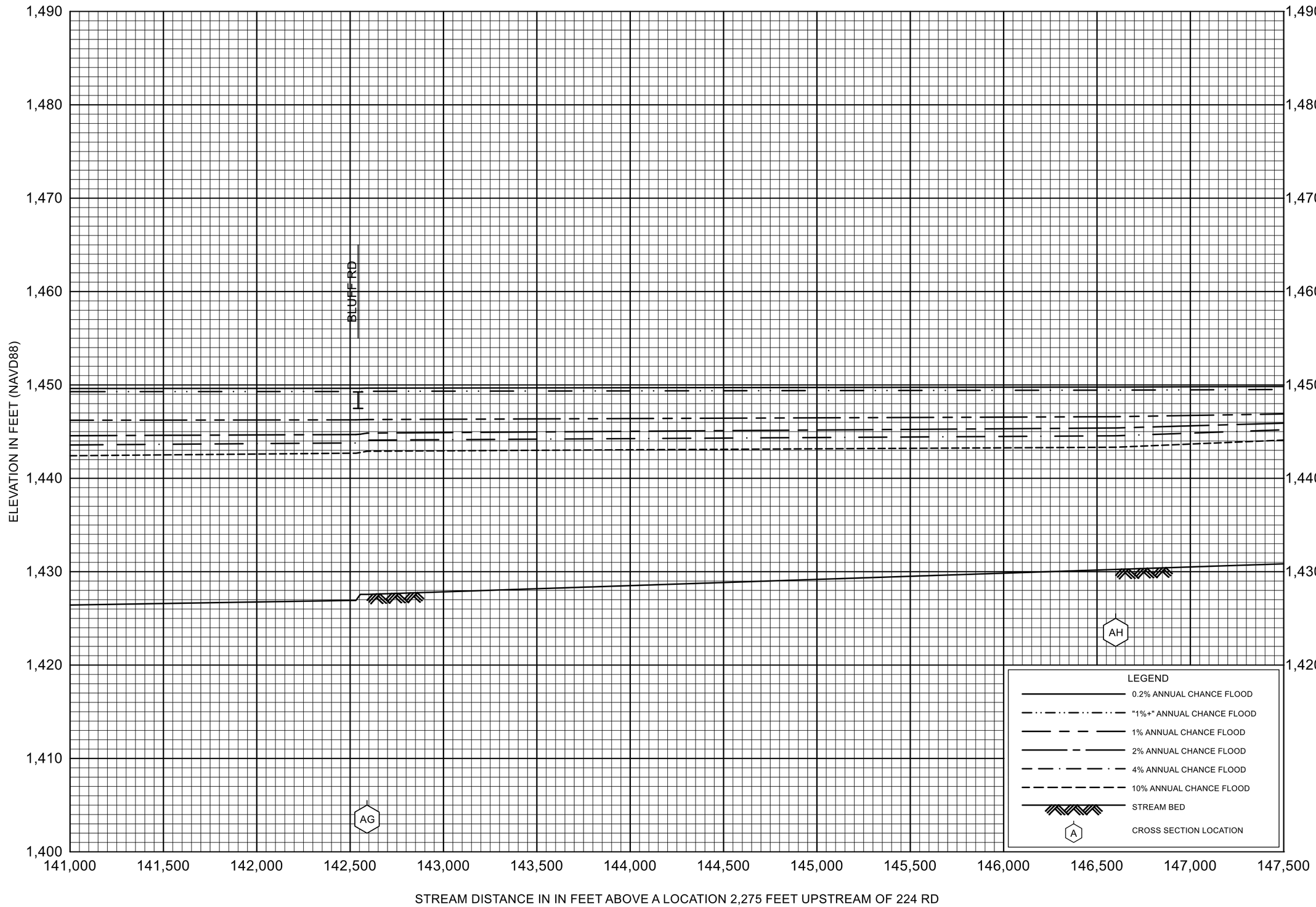


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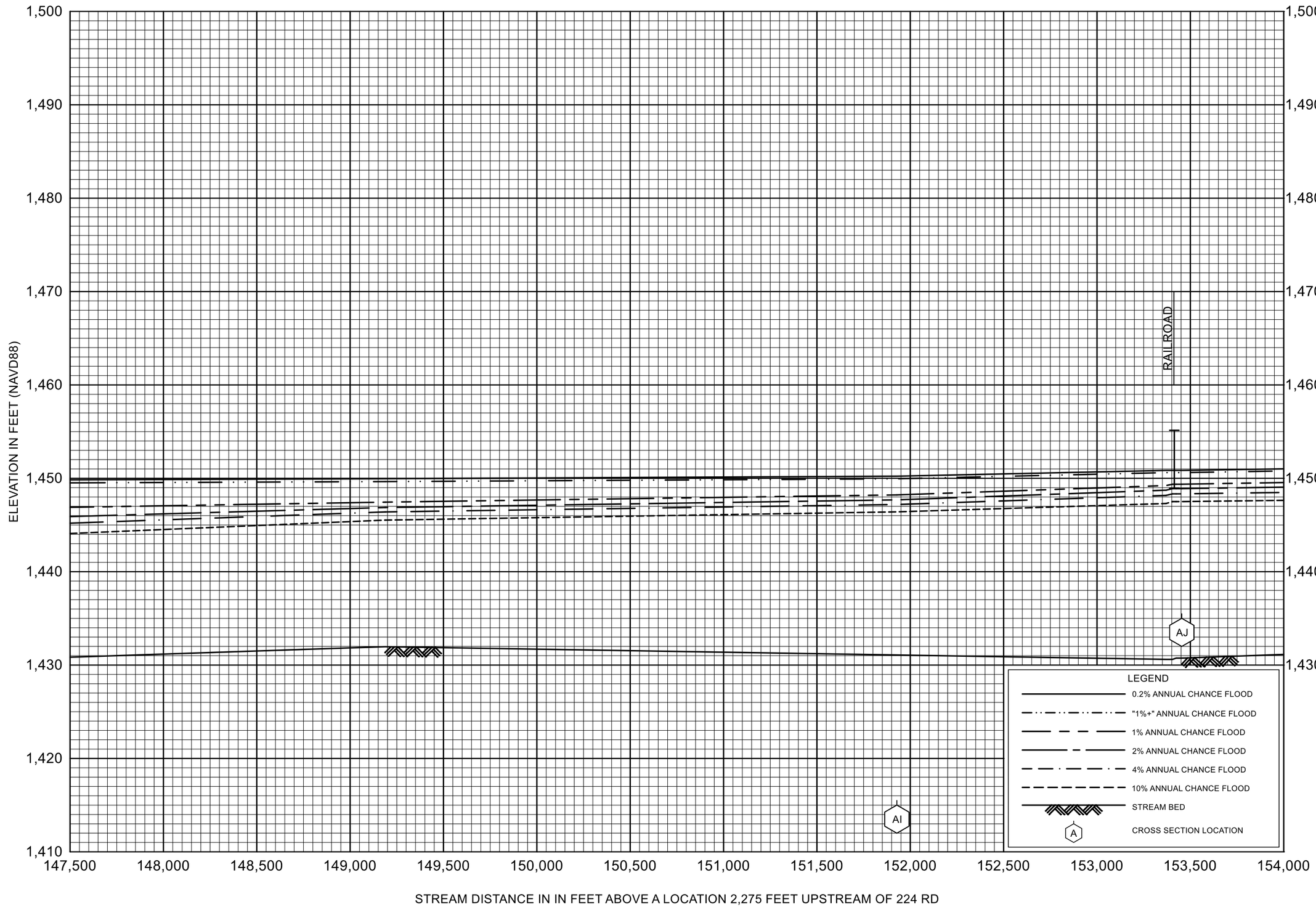


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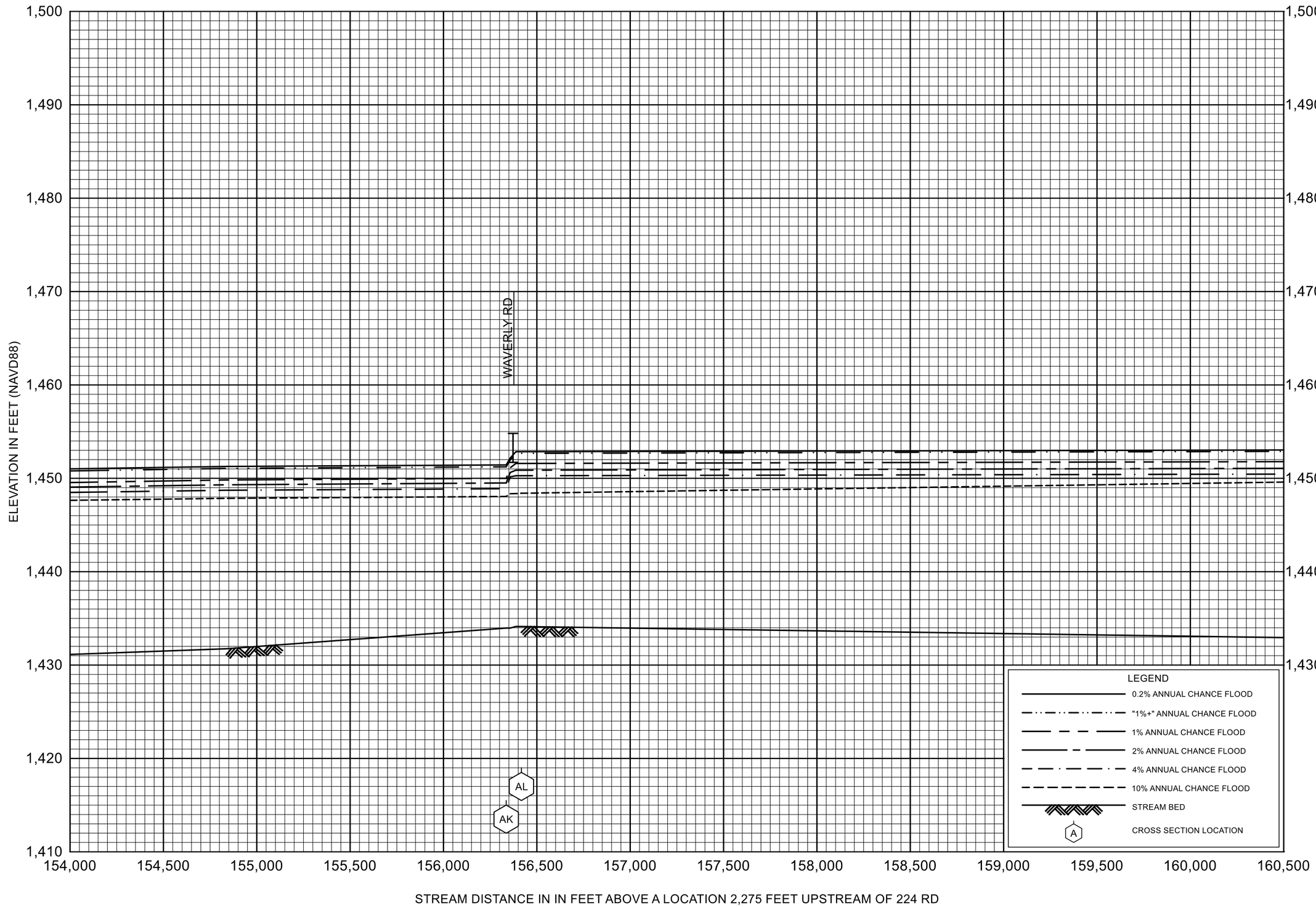


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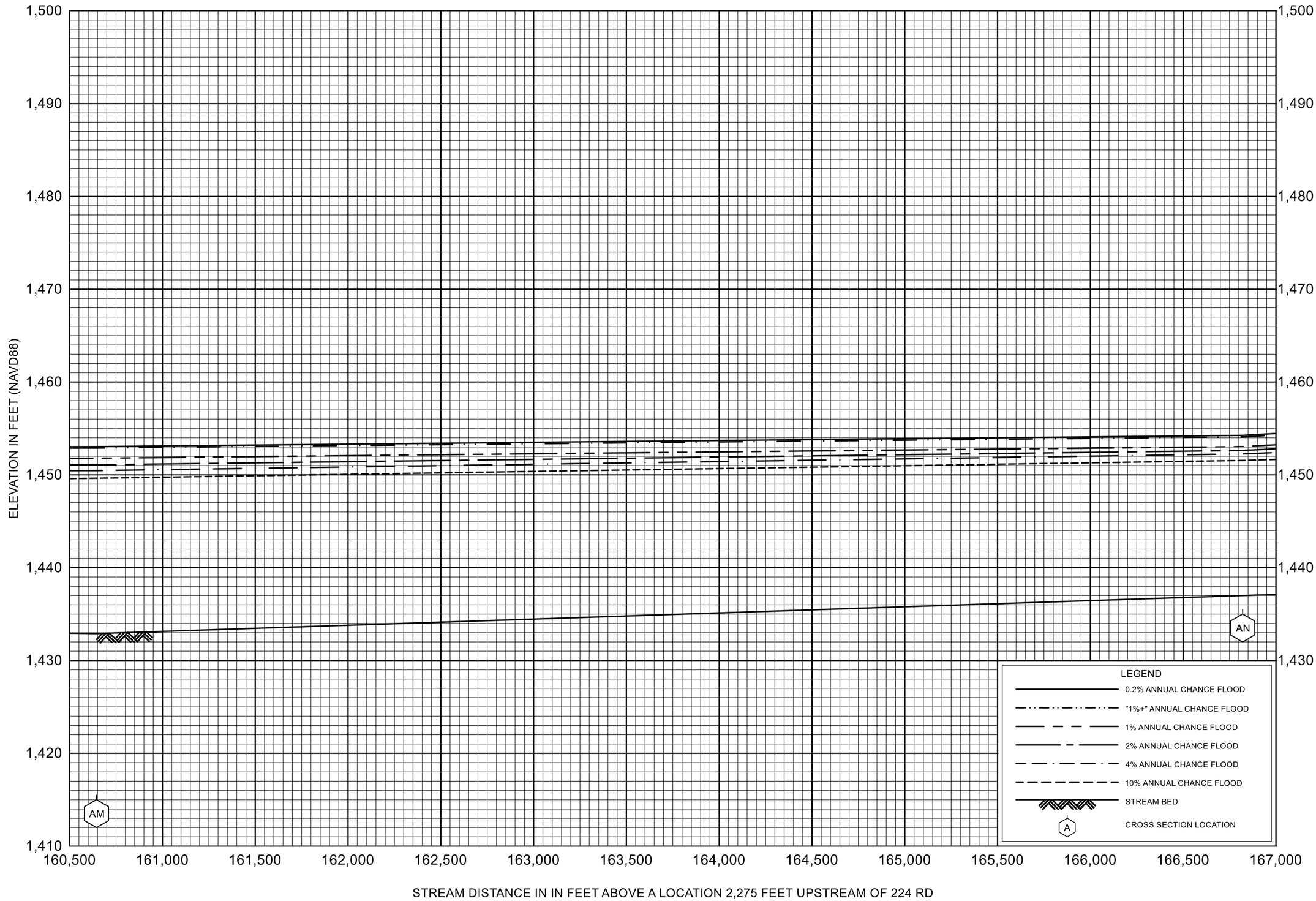


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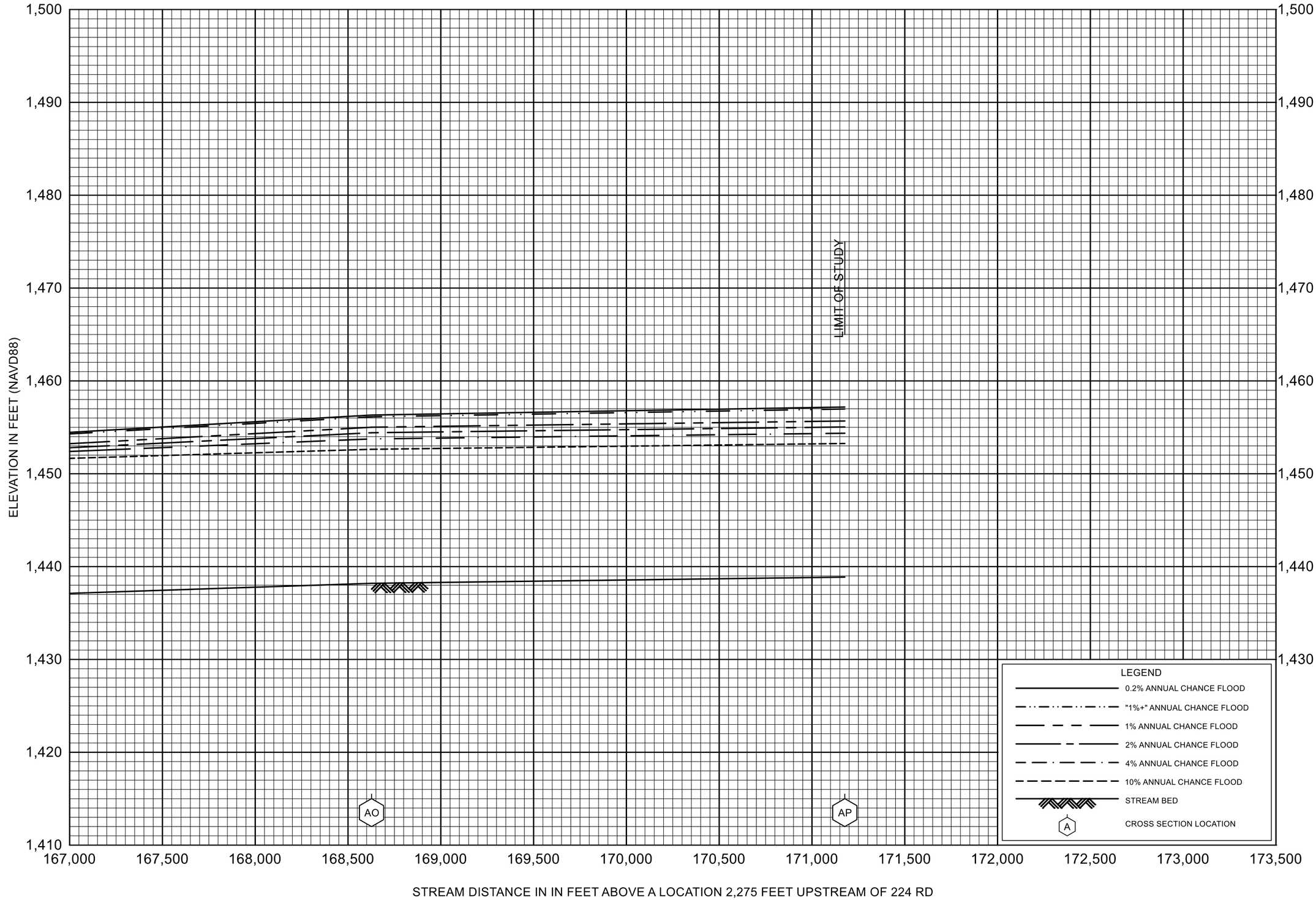


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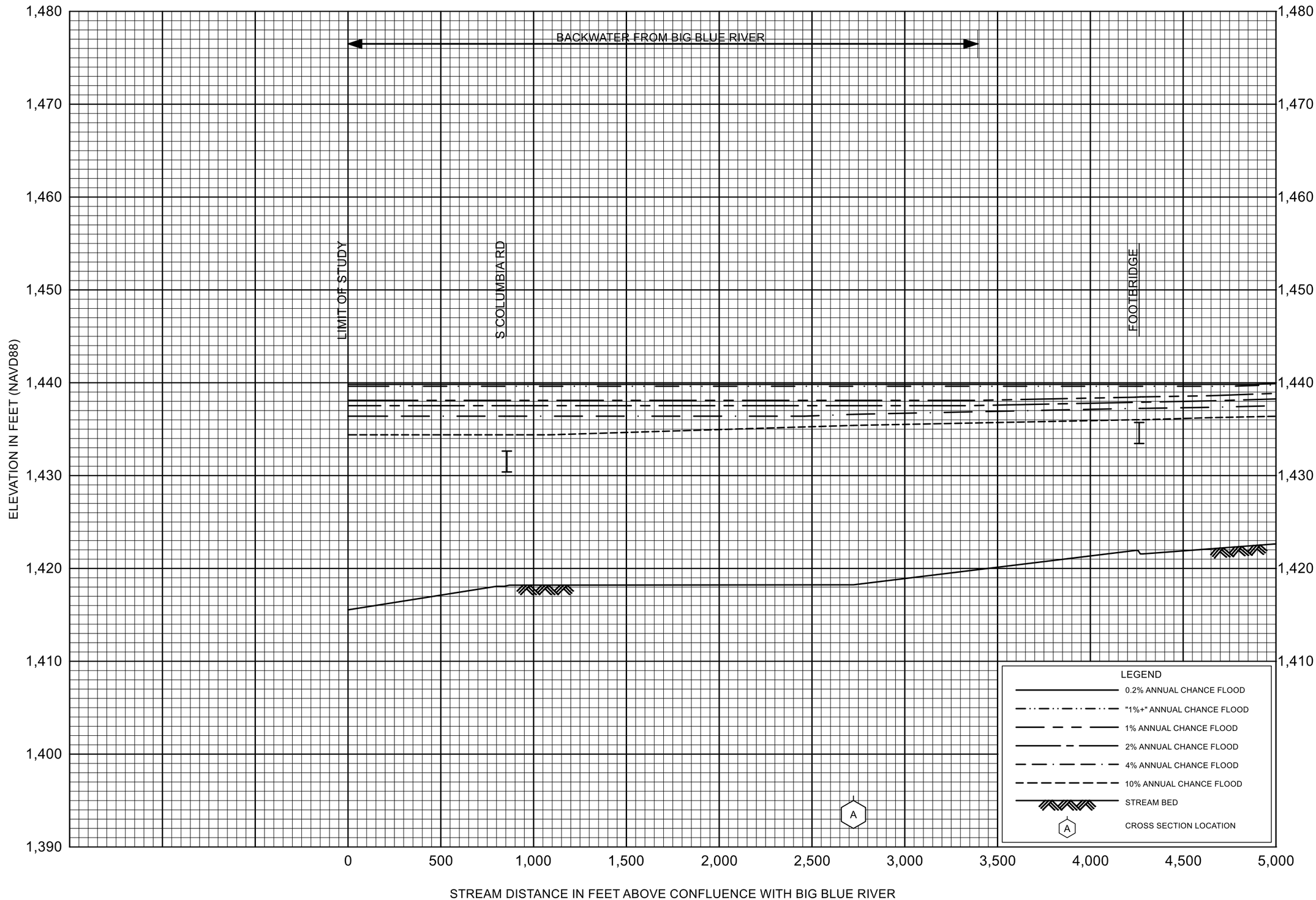


FLOOD PROFILES

PLUM CREEK

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SEWARD COUNTY, NE

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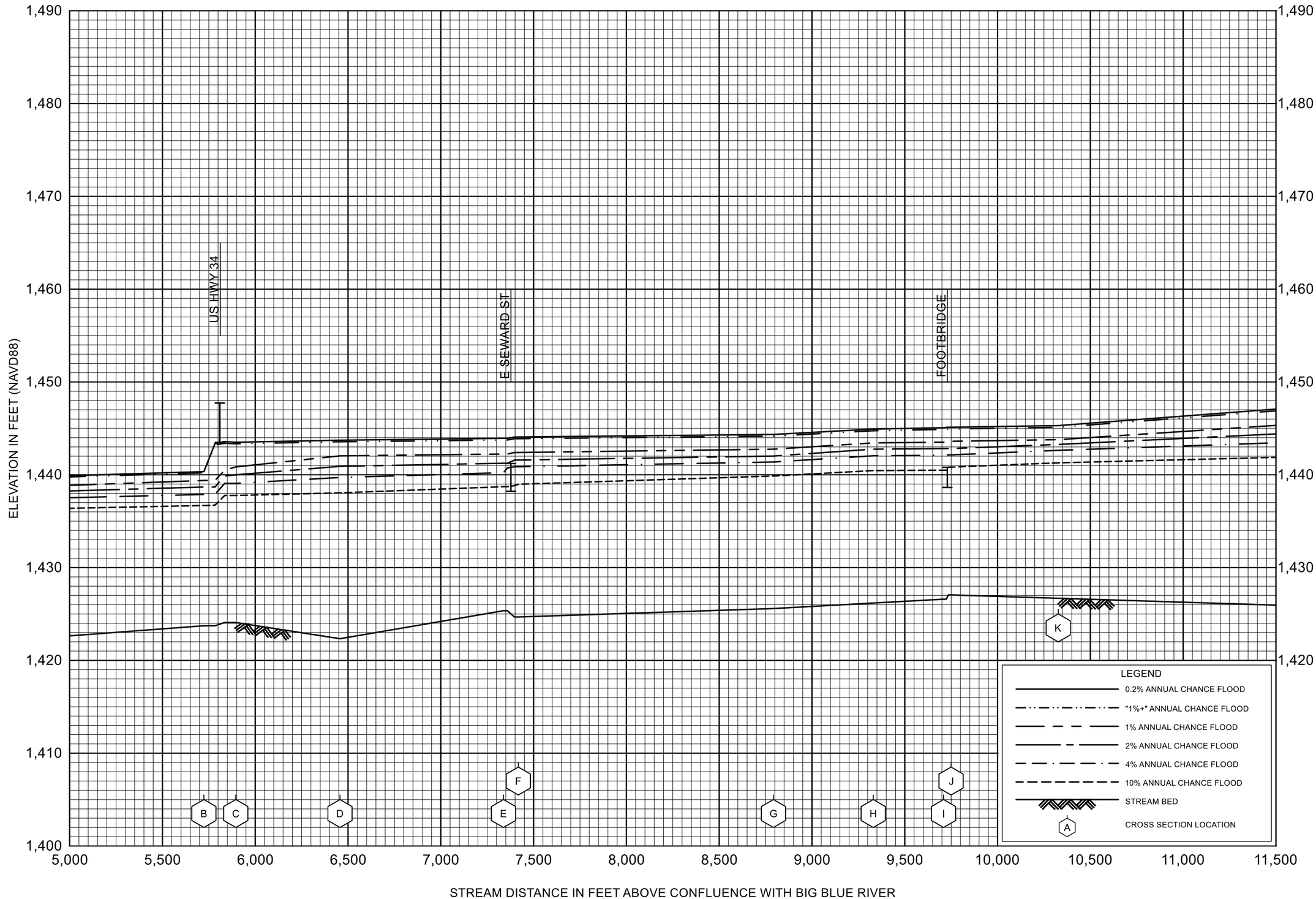


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PLUM CREEK

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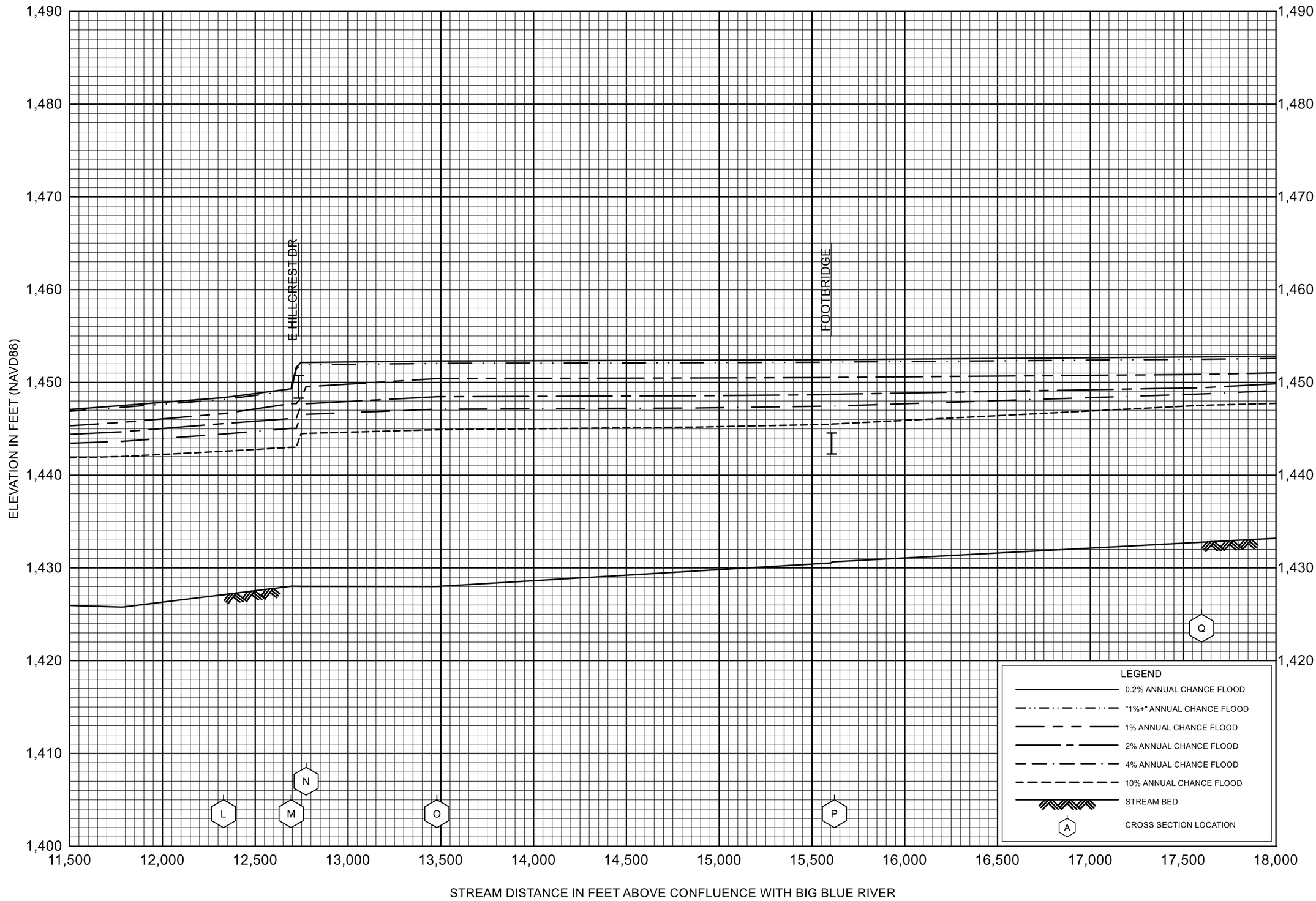


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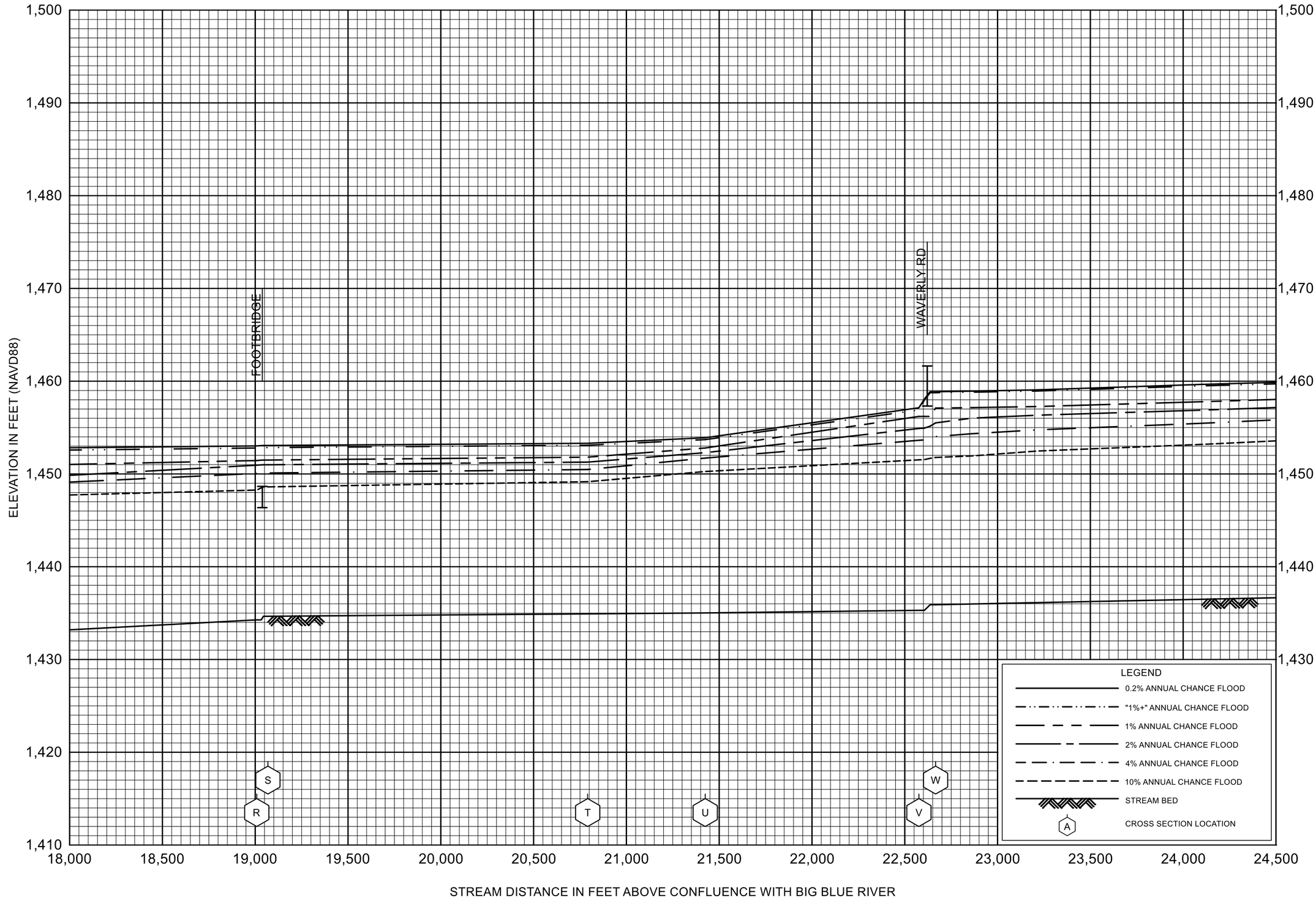


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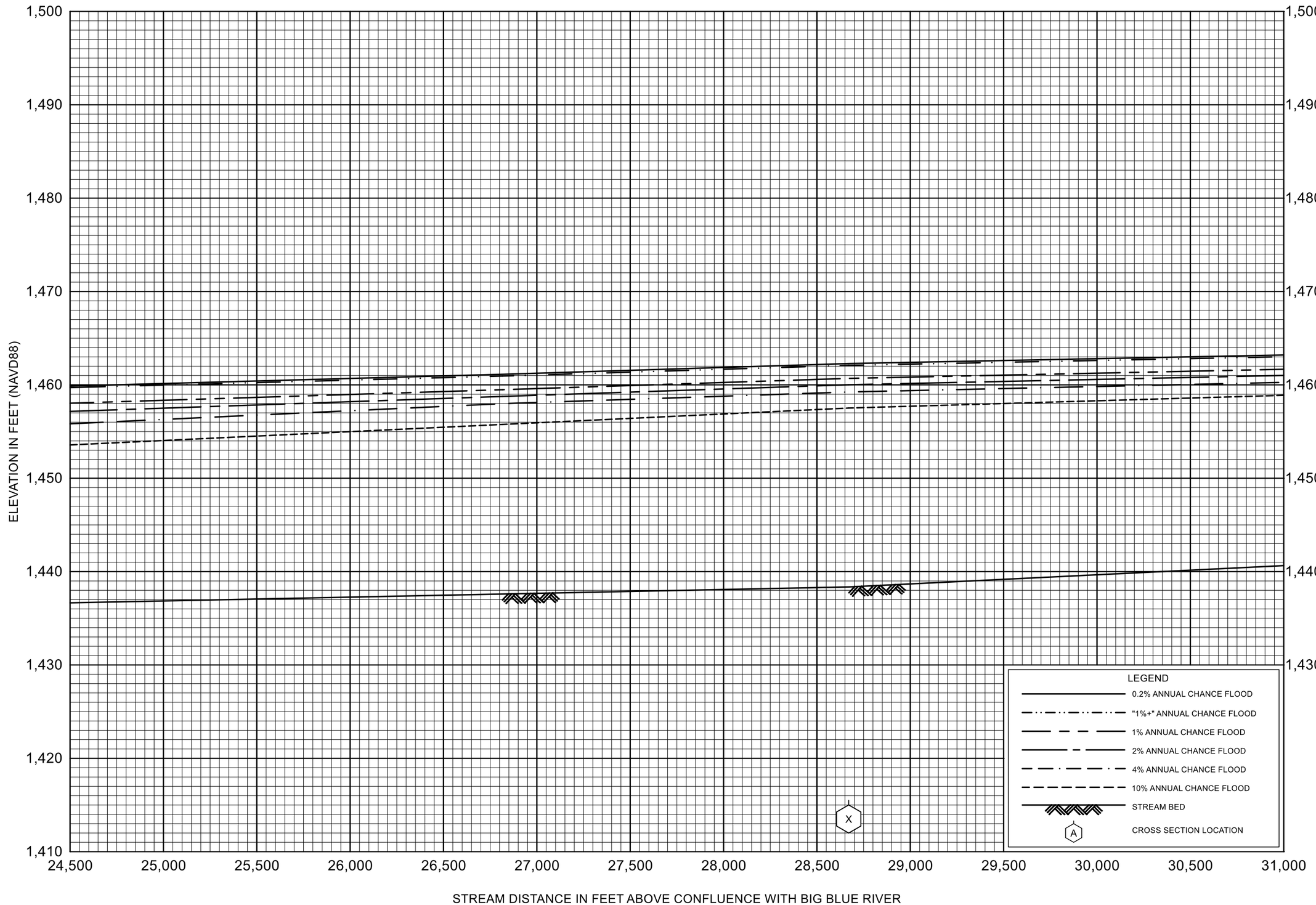


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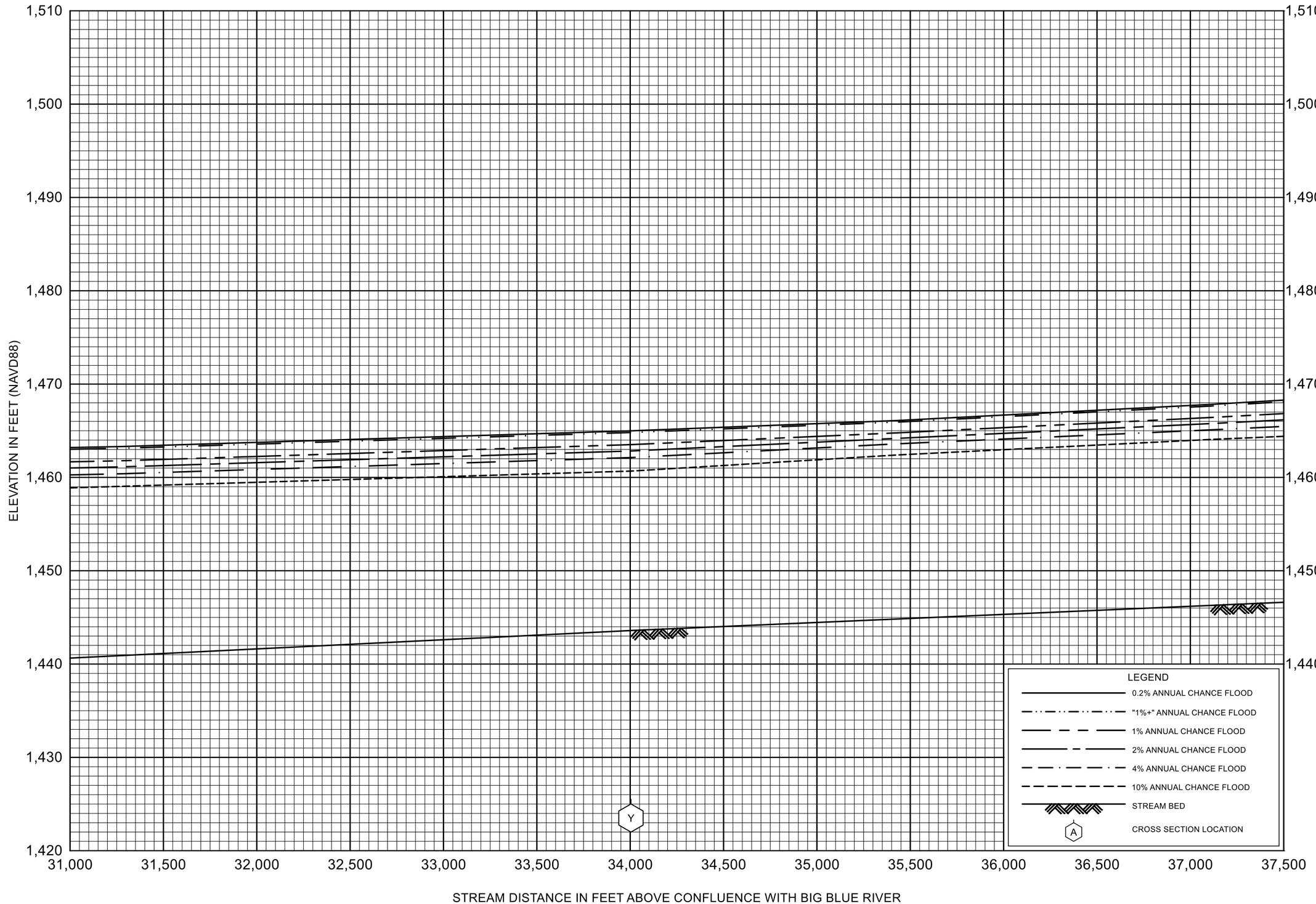


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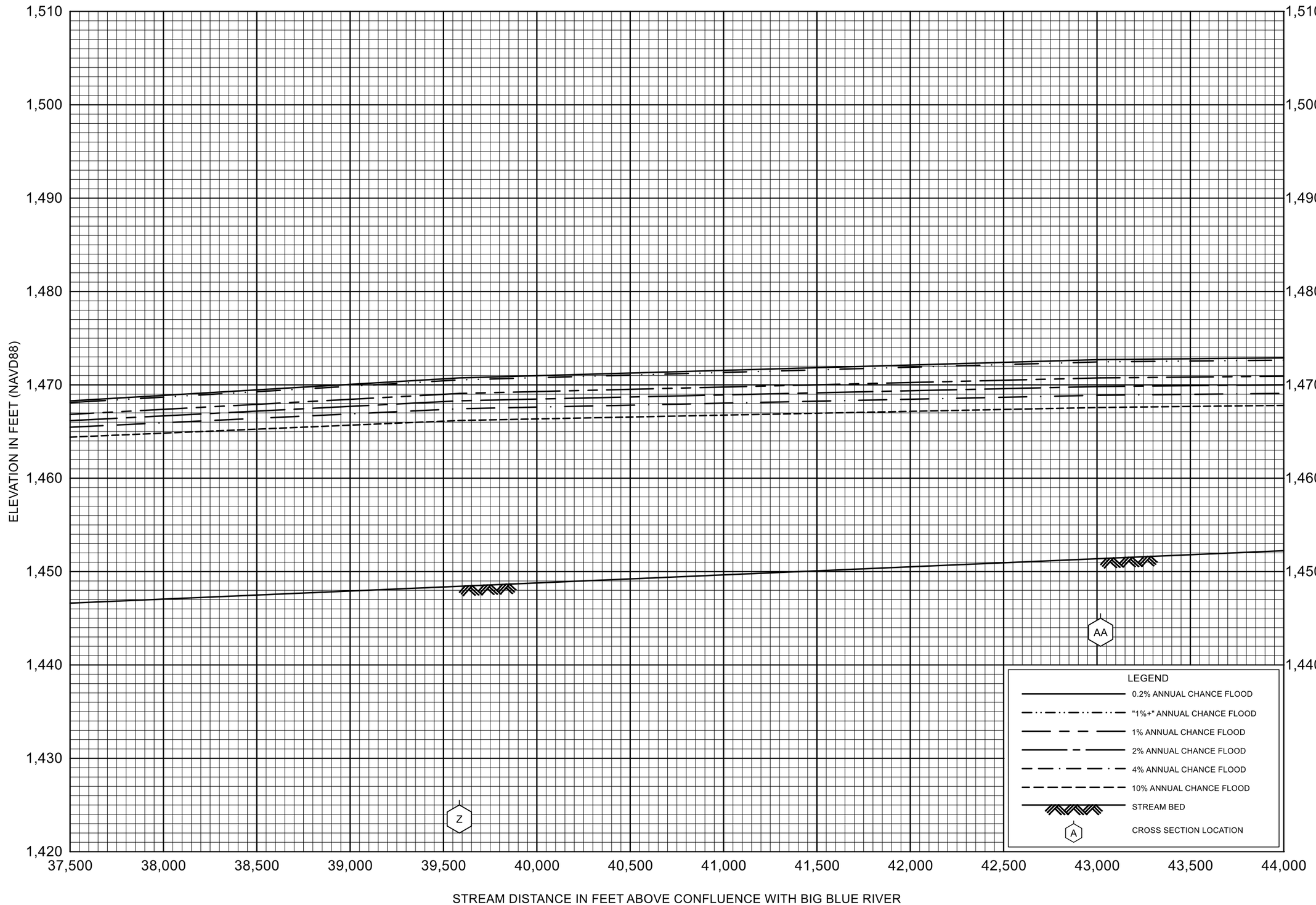


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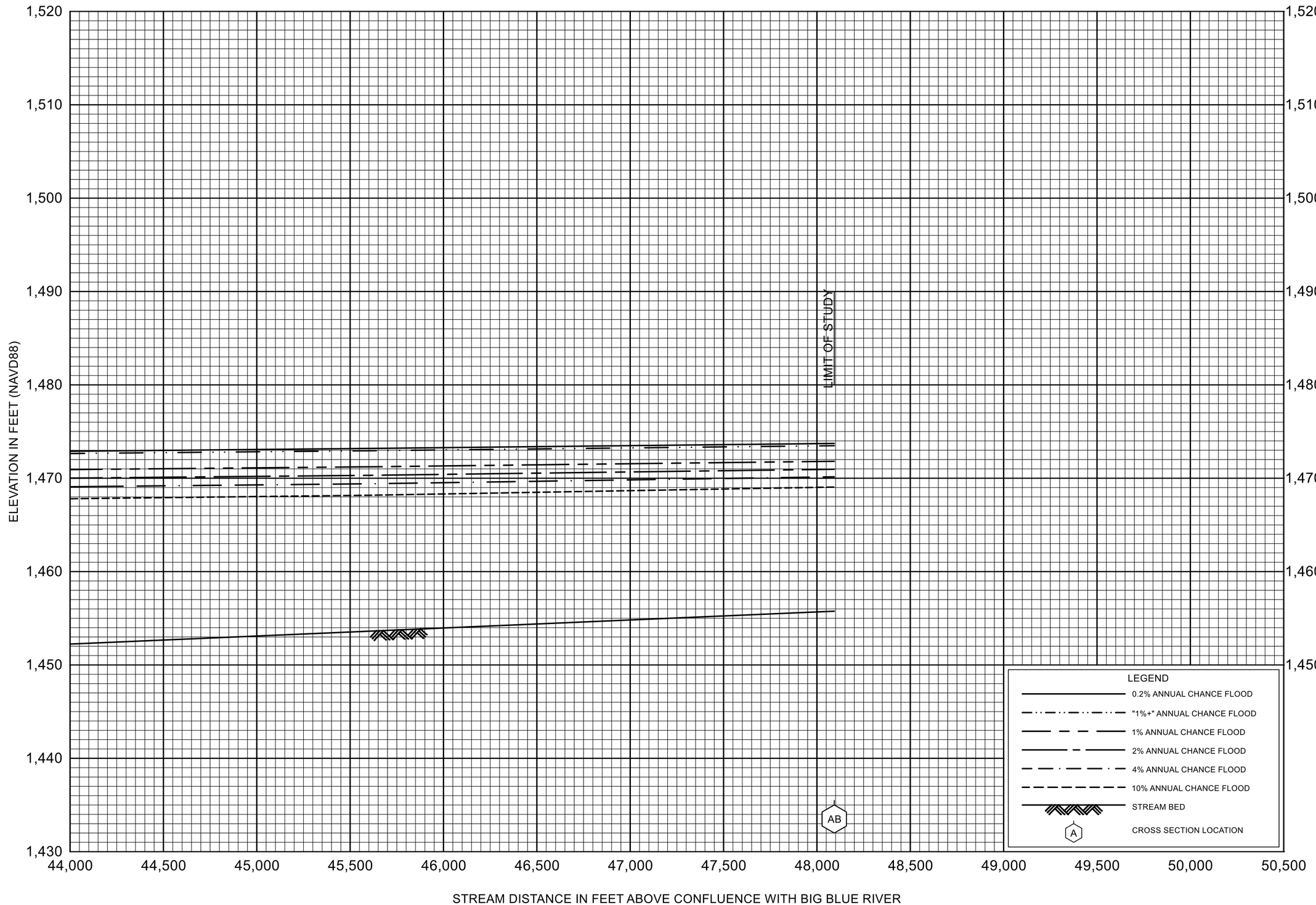


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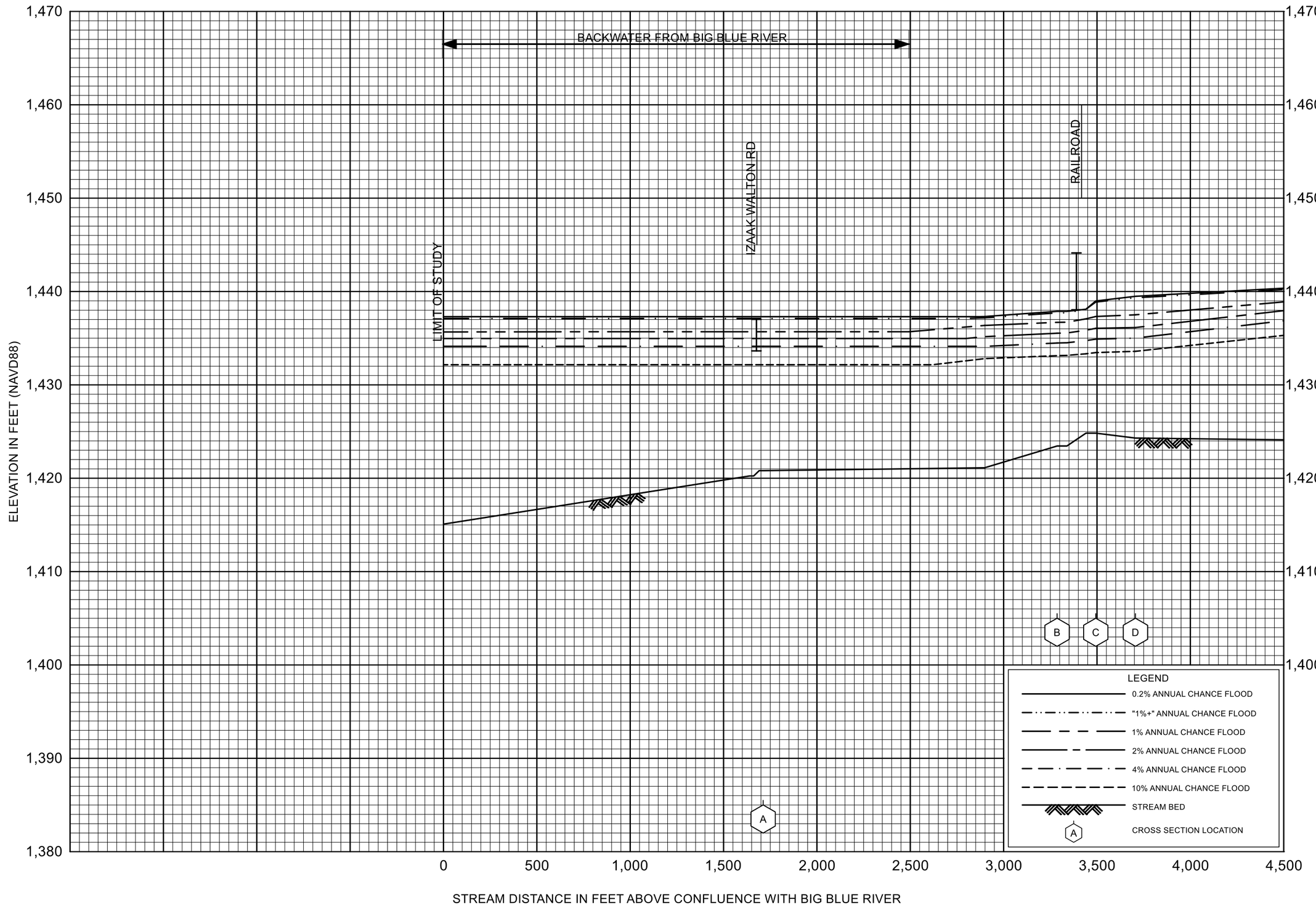


FLOOD PROFILES

SOUTHWEST TRIBUTARY

FEDERAL EMERGENCY MANAGEMENT AGENCY

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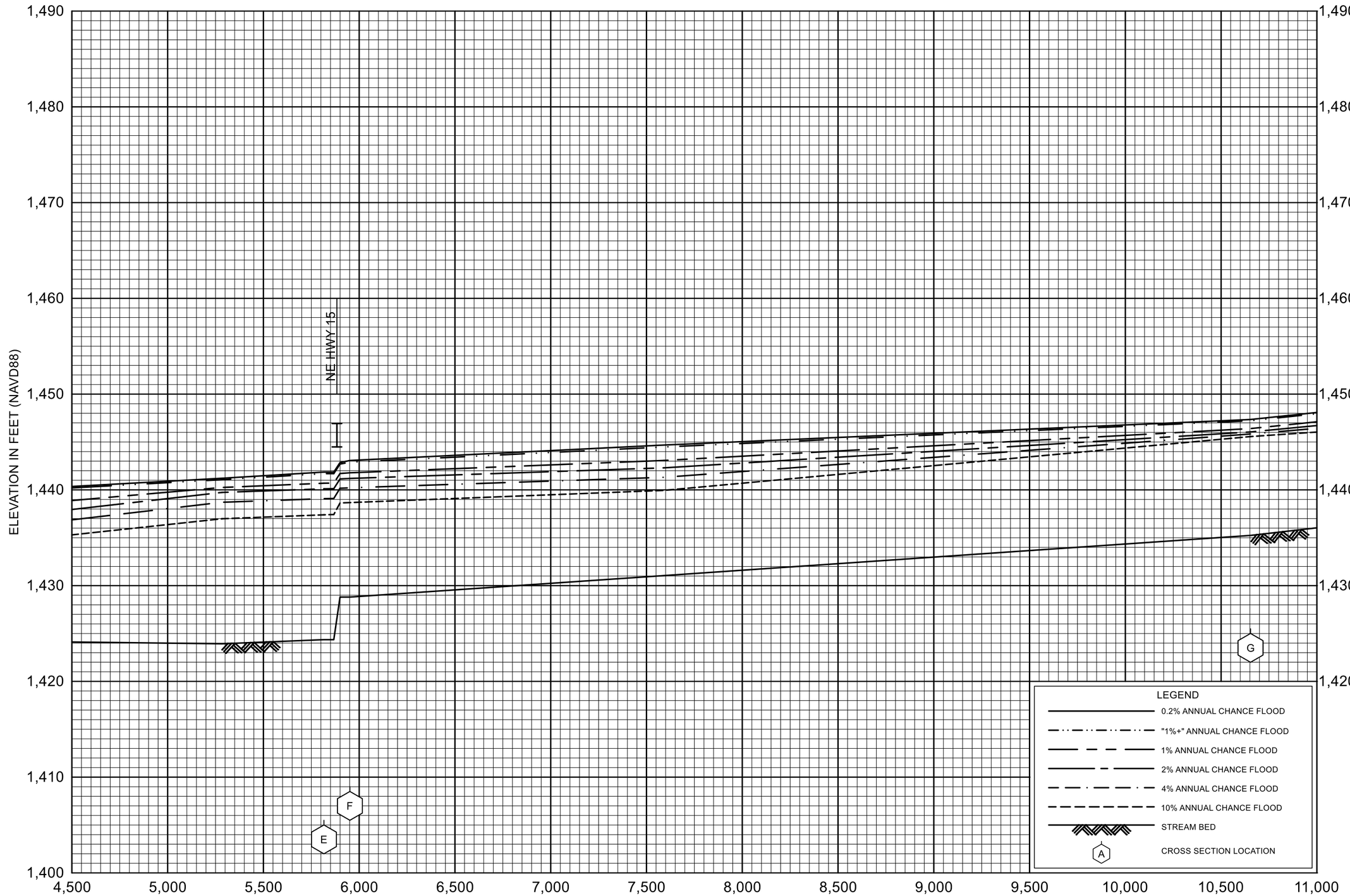


FLOOD PROFILES

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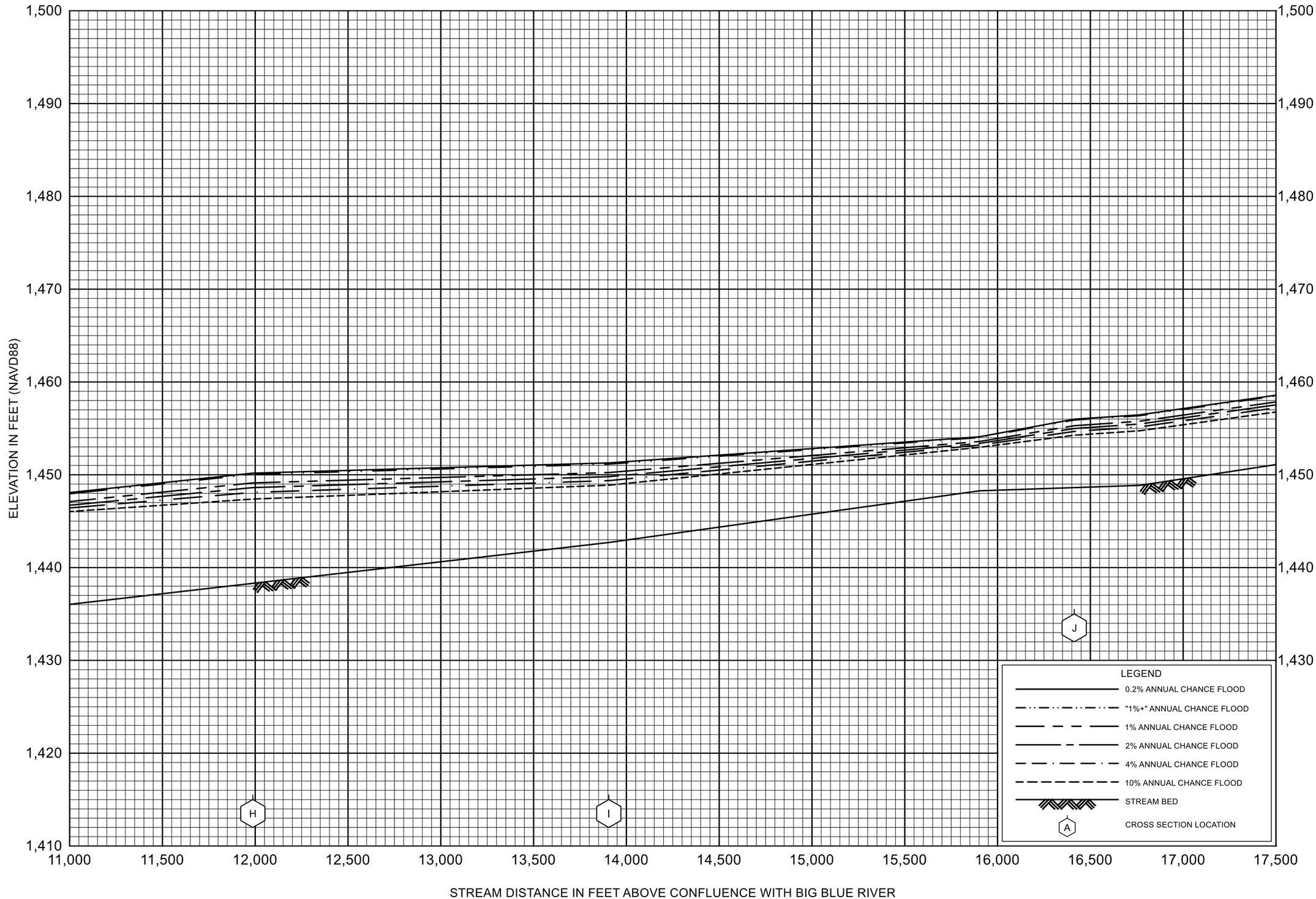


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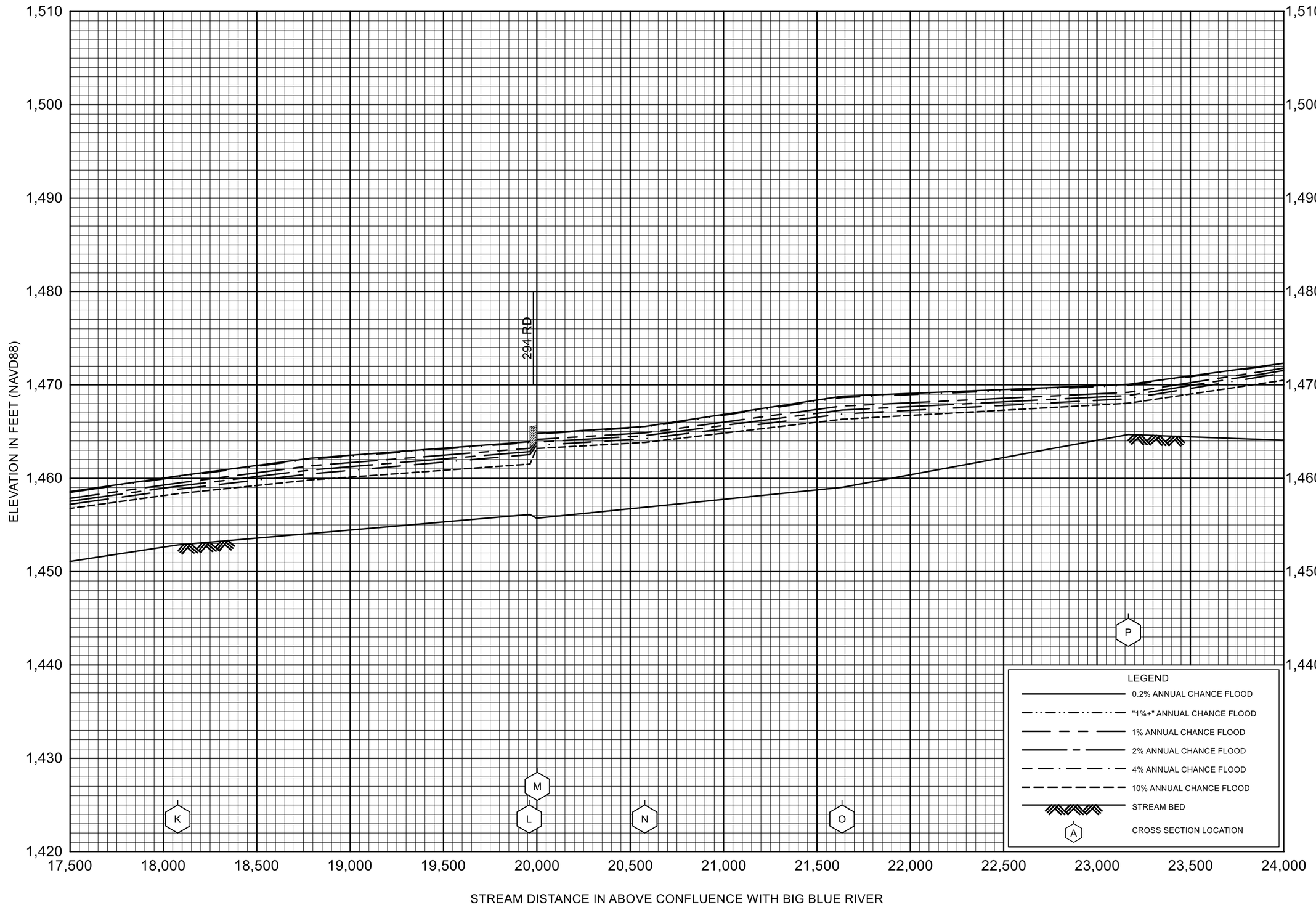


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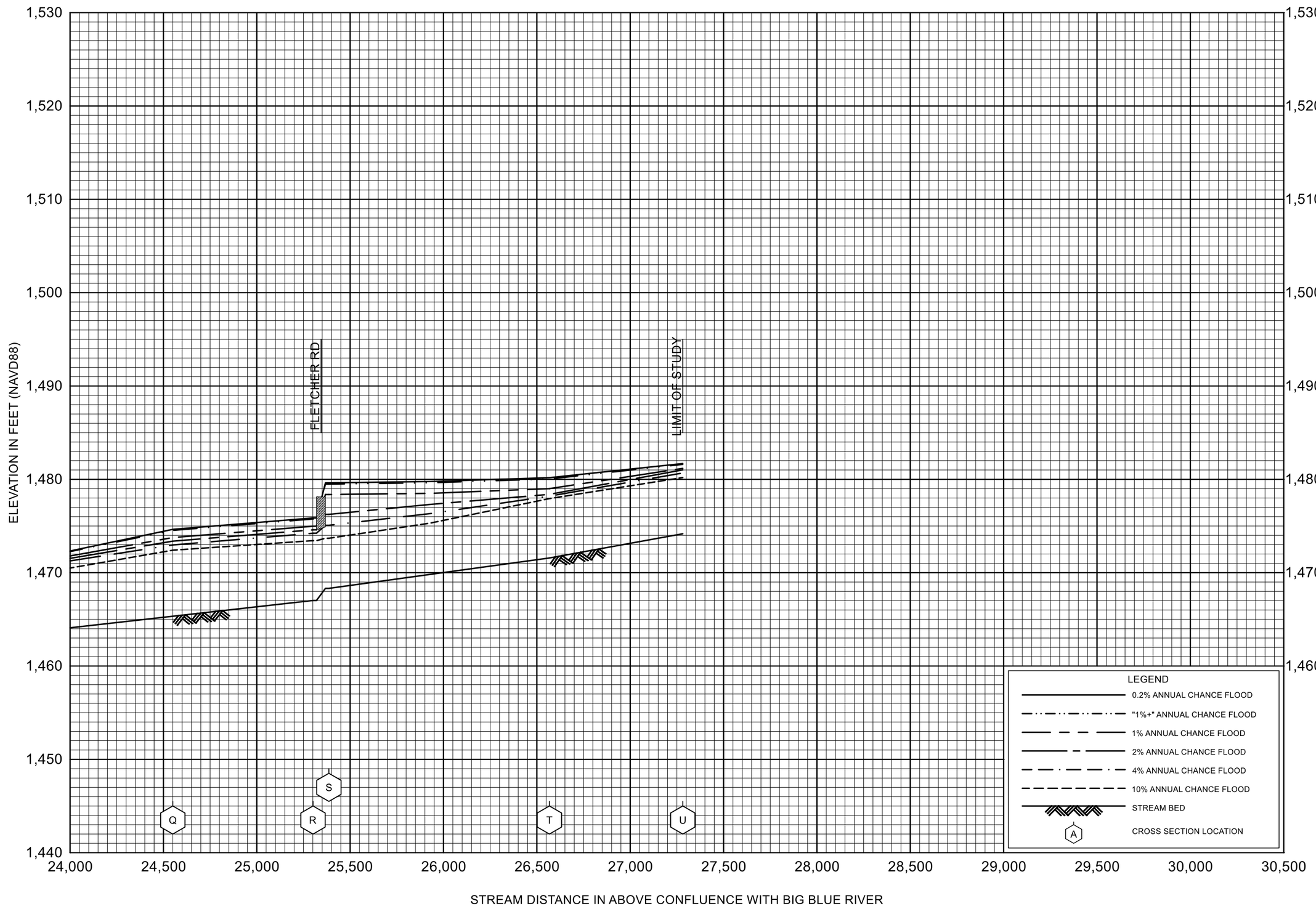


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SEWARD COUNTY, NE

AND INCORPORATED AREAS

RESOLUTION NO. 2020-

WHEREAS, the City of Seward, Nebraska, has flood control jurisdiction of all lands within the City of Seward corporate limits and as extended by its' extraterritorial zoning jurisdiction;

WHEREAS, Mayor, Seward City Council, City Administrator and Zoning Administrator have determined that it is in the best interest of the residents of the City of Seward to have all lands within the jurisdiction of the City of Seward subject to the terms and requirements of the Flood Insurance Rate Map (FIRM) for Seward County.

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

1. This resolution shall apply to all lands within the jurisdiction of City of Seward identified on the Flood Insurance Rate Maps (FIRM) for Seward County and Incorporated Areas Panel Numbers 31159C0150D, 31159C0161D, 31159C0162D, 31159C0163D, 31159C0164D, 31159C0175D, 31159C0250D, and 31159C0275D dated May 1, 2020; along with the FIRM Index 31159CIND0A and Flood Insurance Study 31159CV000A dated May 1, 2020.

The Mayor declared the resolution adopted.

Dated this _____ day of _____, 2020

THE CITY OF SEWARD, NEBRASKA

ATTEST:

_____
Joshua Eickmeier, Mayor

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

(SEAL)

City of
SEWARD Nebraska

P.O. Box 80 • 537 Main Street
Seward, Nebraska 68434
Phone and TDD 402-643-2928
Fax 402-643-6401
www.cityofsewardne.gov

# Application

## Seward Facade Improvement/Commercial Rehabilitation Program

**(Attach additional pages to provide additional information.)**

Applicant Name: Scott Dinslage

Applicant's Phone Number: 402-641-2627

Applicant's Email Address: scott@theAlpsRetreat.com

Business Name: The Alps Dog Retreat LLC

Property Owner: Huron Heights Retreat LLC

Property Address: 511 Bradford St Seward NE 68434

Property Legal Description: Seward Cloyd's Addition Block 37 LOTS 1-3, 5-6, E 3.5' LOT 9, LOTS 10-18 + 1/2 Alley's Adjacent

Type of façade improvement planned (see Design Guidelines)

___ Restoration ___ Renovation X Replacement ___ Reconstruction

Structural alterations: N/A

Cosmetic alterations (i.e. moldings): Gutters

Painting (approximate sq. ft. area): Eterior Paint approx 6,336 ft$^2$

Interior Improvements: Sprinkler Code Violations

Specify other work (i.e. awnings): Concrete Repair

Total cost of project: $ 21,375

DTR Project Funds Amount requested: $ 10,037.50

May 31st 2020

I hereby submit the attached plans, specifications and color samples for the proposed project, and understand that these must be approved by the City of Seward. No work may begin until I have received written notice to proceed from the City of Seward. I further understand that the project must be completed by ~~November 8, 2019~~. Grant funds will not be paid until the project is commenced. If the City has not received correspondence in that time frame, the funds will be reallocated. I agree to leave the completed project in its approved design and colors for a period of five (5) years from the date of completion. If changed before the end of five (5) years, I agree to pay back the funded amount.

Leroy Dinslage / Heron Heights Retreat LLC

Signature of Property Owner

Scott Dinslage / owner The Alpas Dog Ra

Signature of Business Owner (if applicable)

Leroy Dinslage owner

Printed Name & Title of Property Owner

Scott Dinslage / owner

Printed Name & Title of Business Owner

4-8-2020

Date

4/8/2020

Date

# Release and Hold Harmless Agreement

Release executed on this 8th day of April, 2020,
by (Property Owner) Huron Heights Retreat LLC and
(Business owner if applicable) The Alps Dog Retreat LLC, of
(Street Address) 511 Bradford Street, City of Seward, State of Nebraska, referred to as Releaser(s).

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

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

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

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

Leroy Dinslage / Huron Heights Retreat LLC
Signature of Property Owner

Scott Dinslage / owner The Alps Dog Retreat
Signature of Business owner (if applicable)

Leroy Dinslage / owner
Printed Name & Title of Property Owner

Scott Dinslage / owner
Printed Name & Title of Business Owner

4-8-2020
Date

4/8/2020
Date

## Attestation of U.S. Citizenship

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

X I am a citizen of the United States

-OR-

____ I am a qualified alien under the Federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

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

Printed Name:

Scott Andrew Dinslage

First Middle Last

Signature: _____

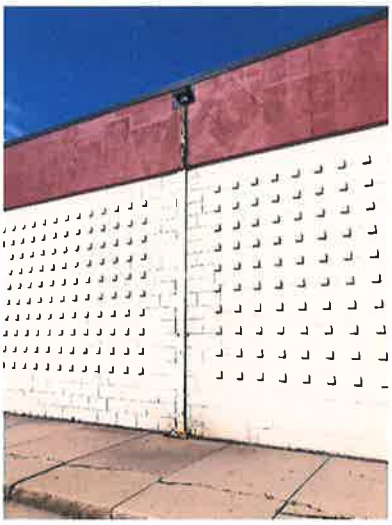
Date: 4/8/2020

# Gutters

## Why they are needed:

The absence of gutters on the NE and NW side of this building are damaging the exterior paint, potentially damaging the building's foundation, and improperly draining water on the city sidewalk. The new gutter on the NE side of the building will need to flow underneath the concrete. My workers will cut the concrete and purchase a metal grate to cover the hole (not included in bid – will be paid for by owner). The funds requested ($250) are only for seamless gutters on the South side of the building and commercial downspouts on the NE and NW sides of the building.

Total Project Cost: $500
Amount Requested from DTR: $200



**Drain Rite Seamless Gutters**
2724 n 191 ave
elkhorn, NE 68022 US
402-419-4630
drainritegutters@gmail.com

drainrite
GUTTERS & ROOFING

# Estimate

Winning Bid

**ADDRESS**
Scott Dinslage
511 Bradford St
Seward, Ne 68434

**ESTIMATE #** 1049
**DATE** 04/02/2020

---

**P.O. #**
pending

**SALESMAN**
Ryan

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|
| **Gutter Install**<br>2 (ea) 2 story 4x5 commercial downspouts on each side of building. 15' corrugated drain pipe on west end to drain to lawn. gutters on back lower roof with downspout to drain to west lower lawn | 1 | 500.00 | 500.00 |

TOTAL **$500.00**

Accepted By

Accepted Date

Gmail

Scott Dinslage <scott@thealpsretreat.com>

# Water heater code violation

1 message

**Tim Dworak** <tim.dworak@cityofsewardne.gov> Tue, Apr 7, 2020 at 4:10 PM
To: Scott Dinslage <scott@thealpsretreat.com>

***511 Bradford St. code violation report***.

Explanation @ Bottom

Water heater code violation:

Water Heater needs to be relocated and installed per the following Plumbing code.

2012 International Plumbing code 501.4 Location: Water heaters and storage tanks shall be located and connected so as to provide access for observation, maintenance, servicing and replacement.

2012 International Plumbing code 504.7 Required pan: Where a storage tank-type water heater or a hot water storage tank is installed in a location where water leakage from the tank will cause damage, the tank shall be installed in a galvanized steel pan.

2012 International Plumbing code 504.7.2 Pan drain termination: The pan drain shall extend full-size and terminate over a suitably located indirect waste receptor or floor drain.

Exterior storm water drainage:

2012 International Plumbing code 1101.2 Where required: All roofs, paved areas, yards, courts and courtyards shall drain into a separate storm sewer system, or a combined sewer system, or to an approved place of disposal.

Scott,

The gutter issue is vague at best when it comes to code violations, however, the water heater needs to be relocated and installed correctly.

Thanks,

Tim Dworak

Building/Zoning & Code Enforcement Director

City of Seward, Nebraska

p: 402-643-4000 Option 3

a: 142 N 7th Street, Seward NE 68434

w: www.cityofsewardne.gov

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

**J-Tech Construction**
6200 Havelock Ave ,
Lincoln, NE 68507
Phone: (402) 261-3682

**Company Representative**
Matt Lundak
Phone: (402) 560-9290
mattlundak@jtechconst.com

03/31/2020
**Claim Information**

2nd Bid

**Scott Dinslage**
**The Alps dog retreat**
511 Bradford Street
Seward, NE 68434 (402) 641-2627

Job: Scott Dinslage

## Gutters Section

PAYMENT OPTIONS

Cash discount applied 10%

Terms

1/2 due upon order
Balance due upon completion.

J Tech Will Provide All Labor, Materials, Clean Up of Job Site Daily, Haul Away, Dump Fees, and Sales Tax.

- Seamless Gutters/No Leaky Seams
- On Site Measured and Manufactured
- Alloy Aluminum Based/No Rust
- Multiple Color Options
- Hidden Hangers/2 1/2" Screws
- Seamless Elbows When Possible
- J Tech Labor Warrantied For 1 Year
- Limited Lifetime Warranty on Materials

**TOTAL** **$1,663.50**

TERMS AND CONDITIONS

Acceptance of proposal- You have read and reviewed this proposal, the terms and conditions, and Notice of Cancellation.The above price, specifications, and conditions are satisfactory and hereby accepted. Contractor is authorized to complete work as specified.

This bid proposal is subject to withdrawal at anytime prior to acceptance and expires in 30 days from issuance. You ("Owner") agree to pay contractor for all additions, deviations, or alterations at contractor's normal selling price. J-Tech Construction, LLC (the "Contractor") shall not be responsible for any damage by Acts of God, defects resulting from work done by others, or causes beyond control of the Contractor. Owner agrees to be responsible for fire, wind, and all necessary insurance. If initial payment is made by credit card, Owner authorizes Contractor to process the same credit card in the amount of the final payment upon completion of the project. All of the prices quoted are based on cash payments. Payment by Credit Card may be subject to a service charge of three percent (3%) of the amount of transaction. Unless otherwise agreed to in writing by Contractor, 50% of the total price is due upon the Owner's execution of this agreement, with the remaining amount due upon the completion of the work. Any requests to change the work under this Agreement must be in writing.

BUYER'S RIGHT TO CANCEL: You may cancel this agreement by mailing a written notice to J-Tech Construction, 6200 Havelock Avenue, Lincoln, NE 68507 before midnight of the third business day after you signed this agreement (see attached Notice of Cancellation). If you wish, you may use this page as that notice by writing "I hereby cancel" and adding your name and address. Contractor has the right to reject any bid proposal and contract. Bid proposals and contracts signed by an agent of the Contractor must first be reviewed by Contractor's internal review process. If Owner cancels this contract subsequent to the third business day, the Owner will be responsible for the full contract price if Contractor has performed any work or purchased any materials or 20% of the contract price if no work has begun.

Good Faith: Any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled, if possible, through good faith negotiation between the Parties. Such good faith negotiation shall commence promptly upon a Party's receipt of notice of any claim or dispute from the other Party and continue for a period of at least 10 days.

Indemnity: To the fullest extent permitted by law the Owner shall indemnify and hold harmless the Contractor and its agents and employees from and against claims, damages, losses and

# Exterior Painting

## Why this is needed:

The exterior paint on this building is showing its age, especially on the West, East, and South sides. A new coat of paint will certainly revitalize this downtown structure and bring new life to it. New gutters on the NE and NW corners will also prevent water from damaging the paint in the future.

Total Project Cost: $9,000
Amount Requested from DTR: $4,300

# Empire Painting

P.O. Box 6275
Lincoln, NE 68506-0275

Phone: 402-805-0085
E-mail: Chris@EmpirePaintingne.com

*Proposal* **To: Scott Dinslage** **Date: 3/29/2020**

**Alps Dog Park**

**Exterior- Paint all exterior of building (up to 2 colors)**

Winning Bid

**Total Bid Amount: $9,000**

***Bid includes paint, materials, lifts and labor.**
***Half down payment required to schedule job remaining balance due at time of completion**

_____ _____ _____

Chris Beecham– Owner Date

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance: _____ Signature:_____

I, Chris Beecham ,have received _____ down payment for job on _____

Barton's Painting Inc.
1625 S 3rd Street
Lincoln, NE 68502

# Estimate

| Date | Estimate # |
|---|---|
| 4/6/2020 | 1327 |

| Name / Address |
|---|
| Cory |

2nd Bid

| Description | Total |
|---|---|
| Job Location: Alps- Seward NE | 0.00 |
| EXTERIOR PAINTING | 0.00 |
| -Power Wash | 0.00 |
| -Scrape, Prime & Caulk where needed | 0.00 |
| -Apply two coats of finish paint | 15,500.00 |
| Sales Tax | 0.00 |

Labor and Materials Included

**Total** $15,500.00

# Fire Suppression Code Violations

## Why this is needed:

Since DTR funds are eligible for code violation improvements, I'm seeing DTR funds to bring my fire suppression system up to code. Please see attached email for an explanation of violations from Fire SPK.

Total project cost: $13,800
Code Violation Improvement Cost: $6,500
Funds requested from DTR: $3,050

# Proposal

**fireSPK, INC.**
**Fire Sprinkler Systems**
**PO Box 21726**
**LINCOLN, NEBRASKA 68542**
**(402) 617-2476**

Winner Bid

| PROPOSAL SUBMITTED TO: | JOB NAME: | JOB LOCATION: | DATE: |
|---|---|---|---|
| Mr. Scott Dinslage | Alps Dog Retreat | Seward, NE | 2/04/2020 |

| ARCHITECT: | PLAN DATE: | SPECIFICATION SECTION: |
|---|---|---|
| | | |

**fireSPK, Inc. is pleased to provide a proposal to Scott Dinslage. The work will be in accordance with NFPA 13, 2002 ED., and the requirements of the State of Nebraska Bureau of Fire Prevention.**

**The project involves the installation of a new wet sprinkler riser, repairs to broken sprinkler pipe, replacement of all existing sprinkler heads, and addition of new sprinkler heads to accommodate office space.**

**Wiring of all devices related to the fire protection system to be done by others and is not included in this price.**

**Work as described above, which includes material and labor, will be installed complete and left in service for the amount as quoted below.**

**Please respond with questions and thanks for the opportunity to quote this work.**

**Lee Jurgens**
**402-770-8863**
**ljurgens@firespk.com**

**We Propose:** to furnish material and labor—complete in accordance with the specifications above for the sum of: THIRTEEN THOUSAND EIGHT HUNDRED DOLLARS ($13,800)

Authorized Signature:

_____

Note: This proposal may be withdrawn by us if not accepted within 30 days

Gmail

**Scott Dinslage <scott@thealpsretreat.com>**

# Fire Sprinkler Riser

1 message

**Leighton Jurgens** <ljurgens@firespk.com> Thu, Apr 2, 2020 at 8:11 AM
To: Scott@thealpsretreat.com

Hi Scott,

While surveying your building we noticed a few items that were not compliant with current codes.

The fire sprinkler riser currently has a check valve as protection against backflow. The check valve gaskets are corroded and damaged from not being drained and having frozen. In order to provide protection that is current with the city of Seward this fire protection system will need a double check backflow preventer.

In order to complete this work we will have to do the following.

1. Remove the existing riser
2. Install a new backflow. The backflow will have two tamper switches which must be monitored.
3. Installation of a new EasyPac riser assembly. This too will need monitoring.
4. Tie in the main drain and FDC.

The cost of these upgrades will be SIX THOUSAND FIVE HUNDRED DOLLARS ($6500.00)

Any questions please call or email. Thanks

Lee Jurgens
402-770-8863
ljurgnes@firespk.com

2nd Bid



NIFCO MECHANICAL SYSTEMS LLC

# Proposal

| | | |
|---|---|---|
| PROPOSAL SUBMITTED TO:<br>Scott Dinslage | PHONE:<br>402-641-2627<br>scott@thealpsretreat.com | DATE:<br>4-3-2020 |
| STREET:<br>511 Bradford | JOB NAME:<br>Alps Seward Fire Sprinkler | |
| CITY, STATE, ZIP CODE:<br>Seward Ne | JOB LOCATION:<br>511 Bradford<br>Seward Ne | |
| ARCHITECT: PLAN DATE: | JOB PHONE: | |

We submit these specifications and estimates for the following:

Modify the existing fire sprinkler system branchlines and heads to accommodate the remodeled areas at the above referenced facility in accordance with NFPA 13.
-Turn all exposed system branchlines to the upright position.
-Install new, 1" pipe sprigs and 1/2", 155 degree, quick response, brass uprights on exposed lines.
-Install new fire sprinkler drops and pendent heads into areas with new lay-in ceiling noted on plan.
-Add fire sprinkler heads near walls extending to deck to provide proper coverage throughout.
-Repair the damaged 2" and 2 1/2" fire sprinkler main piping north of the system riser.
.....$11,650.00

Modify the existing fire sprinkler system riser to comply with current codes and standards adopted by the City to Seward Water Department and the Nebraska State Fire Marshalls Office.
-Replace the existing 4" riser check valve with a 4"Deringer model 20X double check backflow.
-Replace the existing 4" FDC check valve and tie into the sprinkler riser
-Install a 1" test drain with reduced orifice at the sprinkler riser.
-Install control valve identification signs per NFPA 25
.....$3,575.00

Not included:
Labor and material associated with additional pipe repairs not described above.
Labor and material associated with wiring of control valve tamper switches on backflow device.

Notes:
Price assumes work will be completed during normal working hrs. M-F 7-3:30.
Scissor lift to be provided by Nifco.

We Propose: to furnish material and labor—complete in accordance with the specifications above for the sum of: Fifteen thousand, two hundred twenty-five dollars ($ 15,225.00 ).

Payment to be made as follows:
Net 30 days.

Authorized Signature
TITLE: Inspector
FOR: NIFCO Mechanical Systems, LLC.

Note: This proposal may be Withdrawn by us if not accepted within 30 days.

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

**Acceptance of Proposal:**
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature

Signature

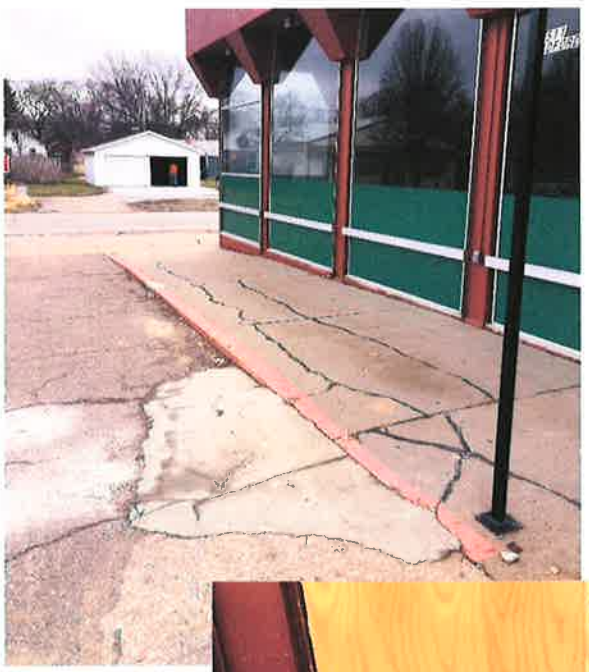
Company Name

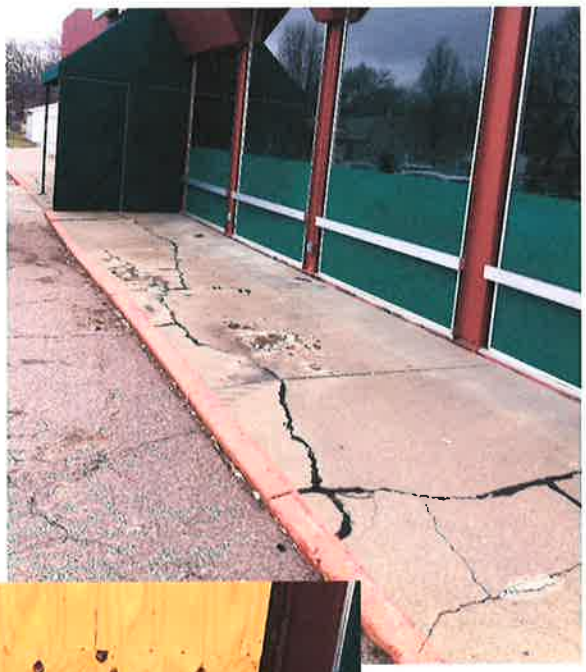
# Concrete Pad

## Why this is needed:

The sidewalk on the North side of 511 Bradford St was not properly poured and never sees direct sunlight. Because of these things, over time, waster has froze and thawed and wreaked havoc on this concrete pad. As you can see in the pictures, the concrete is fractured and very unattractive. DTR funds would dramatically revitalize this area and make for a warm welcome for any customer.

Total Project Cost: $5,375.00
Funds Requested from DTF: $2,487.50





**Concrete Designs, LLC**
**1910 Raymond Rd**
**Garland NE 68360**

Phone (402) 588-2292
Fax (402) 588-2286
Email concretedesigns@windstream.net
Website www.concretedesigns.com

# Proposal & Acceptance

Winning Bid

| Date |
|---|
| 3/26/2020 |
| Proposal valid for 30 days. |

| Name / Address |
|---|
| Ruzicka, Cory |

| Foundation and Flatwork billed seperately. | |
|---|---|
| % Down Payment | Project |
| 25% | Sunmart |

| Description | Qty | Rate | Total |
|---|---|---|---|
| Sunmart Front Entry | | 0.00 | 0.00 |
| Tear out and disposal of front sidewalk | | 1,175.00 | 1,175.00 |
| Replace with 6" sidewalk with 1/2" rebar 1' oc | | 4,000.00 | 4,000.00 |
| Fill materials delivered to job site | | 200.00 | 200.00 |

All material is guaranteed to be as specified. Any alteration or deviation from specifications involving extra costs will be executed upon verbal or written orders, and will become an extra charge over and above the estimate. Customer is responsible for paying winter service charges if hot water and additives are needed in the winter months. Owner to carry all fire, tornado, and other necessary insurance along with acquiring necessary construction and digging permits. All foundation work must be paid prior to commencement of flatwork. This is only an estimate, you will be billed for the work completed. ALL INVOICES ARE DUE UPON RECEIPT. Late payments are subject to a 16% annual finance charge.

**Total** $5,375.00

Phone: (H) _____

(C) _____

(W) _____

Other _____

_____ Acceptance Signature

_____ Date

# Proposal

2nd Bid

JLP Contracting L.L.C.
1635 Plainview
Seward, NE

Proposal Submitted To: MIKES MARKET
Job Name
Job Location
Date
Phone: Corey 641-4280

We hereby submit specifications and estimates for:

84'6" X 8' X 6"

26' X 7' X 6"

TEAR OUT AND REPLACE REBAR 1' O.C

5500.00

TEAR OUT & DISPOSE DRIVE ON WEST SIDE OF STORE

800.00

We propose hereby to furnish material and labor -- complete in accordance with the above specifications for the sum of:

$ 6300.00 Dollars

with payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted JLP Contracting

Note -- This proposal may be withdrawn by us if not accepted within _____ days.

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

City of
SEWARD Nebraska

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

# Application

## Seward Facade Improvement/Commercial Rehabilitation Program

**(Attach additional pages to provide additional information.)**

Applicant Name: KACH ROBERTS BLDG, LLC.

Applicant's Phone Number: 402.641.3798

Applicant's Email Address: KACHINVESTMENTS@GMAIL.COM

Business Name: KACH ROBERTS BLDG, LLC

Property Owner: ALYSSA HENDRIX

Property Address: 647 SEWARD STREET

Property Legal Description: SEWARD ORIGINAL TOWN BLOCK 10 TL 33 & PT TL 32 (3.5'X27.5' IN NW CORNER)

Type of façade improvement planned (see Design Guidelines)

___ Restoration X Renovation X Replacement ___ Reconstruction

Structural alterations: FIRE EXIT DECK REAR

Cosmetic alterations (i.e. moldings): FACADE WHOLE BUILDING

Painting (approximate sq. ft. area): 1600 sqft.

Interior Improvements: Ø

Specify other work (i.e. awnings): ROOF. EXTERIOR ELECTRICAL

Total cost of project: $149,088.50

DTR Project Funds Amount requested: $ 74,544.25

I hereby submit the attached plans, specifications and color samples for the proposed project, and understand that these must be approved by the City of Seward. No work may begin until I have received written notice to proceed from the City of Seward. I further understand that the project must be completed by November 8, 2019. Grant funds will not be paid until the project is commenced. If the City has not received correspondence in that time frame, the funds will be reallocated. I agree to leave the completed project in its approved design and colors for a period of five (5) years from the date of completion. If changed before the end of five (5) years, I agree to pay back the funded amount.

| | |
|---|---|
| Signature of Property Owner | Signature of Business Owner (if applicable) |
| ALYSSA HENDRIX MANAGING MEMBER | |
| Printed Name & Title of Property Owner | Printed Name & Title of Business Owner |
| 3/6/2020 | |
| Date | Date |

# Release and Hold Harmless Agreement

Release executed on this 6th day of MARCH, 2020,
by (Property Owner) KACH ROBERTS BLDG, LLC and
(Business owner if applicable) _____, of
(Street Address) 647 SEWARD STREET, City of Seward, State of Nebraska, referred to as Releaser(s).

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

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

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

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

| | |
|---|---|
| Signature of Property Owner | Signature of Business owner (if applicable) |
| ALYSSA HENDRIX MANAGING MEMBER | |
| Printed Name & Title of Property Owner | Printed Name & Title of Business Owner |
| 3/6/2020 | |
| Date | Date |

## Attestation of U.S. Citizenship

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

X I am a citizen of the United States

-OR-

____ I am a qualified alien under the Federal Immigration and Nationality Act, my immigration status and alien number are as follows:
_____, and I agree to provide a copy of my USCIS documentation upon request.

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

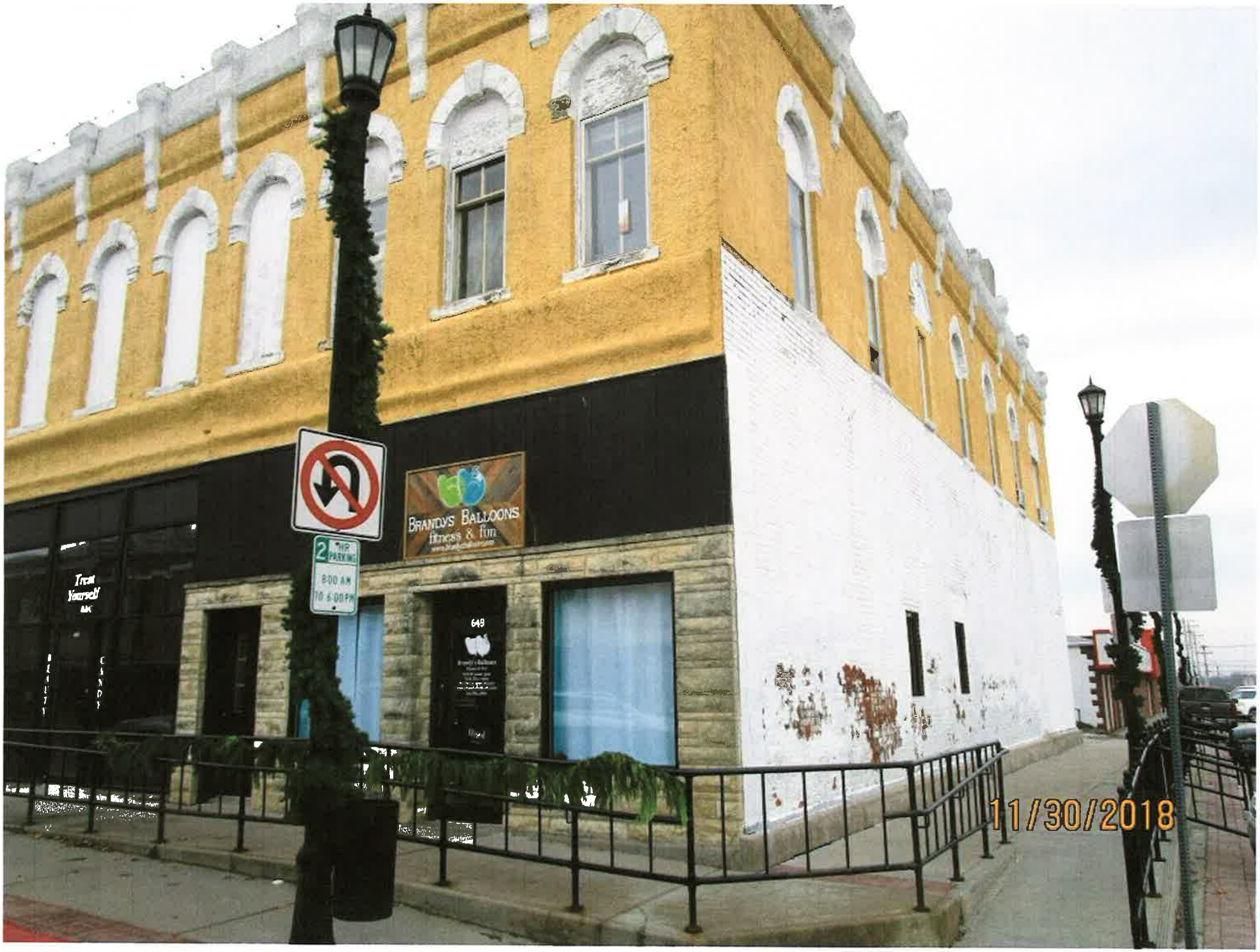
Printed Name:

| ALYSSA | NICOLE | HENDRIX |
|---|---|---|
| First | Middle | Last |

Signature: [illegible]

Date: 3/6/2020

NO PARKING
1:00 AM
TO 6:00 AM
EXCEPT
WITH PERMIT
11/30/2018


Treat Yourself
BEAUTY
CANDY
2 HR PARKING
8:00 AM TO 6:00 PM
BRANDY'S BALLOONS
fitness & fun
649
11/30/2018

Electr
NO PARKING

SAM SYSTEM FOR AWARD MANAGEMENT

**A NEW WAY TO SIGN IN** - If you already have a SAM account, use your **SAM email** for login.gov.

Log In

**Login.gov F**

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 03/14/2020 from 8:00 AM to 2:00 PM

# Entity Dashboard

Kach Investments, LLC
DUNS: 015806117 CAGE Code: 86PL6
Status: Active
Expiration Date: 08/15/2020
Purpose of Registration: Federal Assistance Awards Only

139 N 6TH ST
SEWARD, NE, 68434-2001 ,
UNITED STATES

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

## Entity Overview

### Entity Registration Summary

**Name:** Kach Investments, LLC
**Business Type:** Business or Organization
**Last Updated By:** Alyssa Hendrix
**Registration Status:** Active
**Activation Date:** 08/16/2019
**Expiration Date:** 08/15/2020

### Exclusion Summary

**Active Exclusion Records?** No

# PROPOSALS

| Description | Cost |
|---|---|
| Butzke Construction (EFIS) | $52,330.00 |
| Kully | $39,400.00 |
| Structural Design group | $4,735.00 |
| Wiltshire Electric | $16,500.00 |
| Cory Ruzicka- Metal Roof | $18,000.00 |
| **Total** | **$130,965.00** |

**Butzke Construction**
**2301 N. 49th Street #2**
**Lincoln, NE 68504**
**(402) 641-6267**
Goodtimesbutzke@yahoo.com

Proposal Date: 1/15/20

To: Hendrix
Attention:
Project: Re Plaster and Clean Up
Address: Balloon Store, Seward Ne
Contact Info:

| Base Bid | Description | Total Labor & Material |
|---|---|---|
| Re Surface Plaster | Cover concrete, set up scaffolding, brace to wall.<br>Cover all windows, doors, awnings, etc. with plastic.<br>Fix all cracks and grind off any bolts or metal.<br>Base coat with fiberglass mesh and apply skim coat.<br>Apply an off white "E" finish for a top coat.<br>($4.00/ sqft plaster repair) ($15.00/ sqft eifs) | $50,820.00 |
| Tent/Cover | Cover all scaffolding and secure it to the scaffolding.<br>Use reinforced plastic. | $1,240.00 |
| Propane | 100LB bottle fill. | $270.00 |
| Extra's | Any additional work such as window's, framing, gutters, etc.<br>will be extra. 25.00 per hour for any work other than plaster. | |
| | **Total Proposal =** | **$52,330.00** |

Addendums: 0

Exclusions:
No electrical or mechanical work
No weather barrier, flashing or caulking
No acoustical sealant or batt insulation
No weather protection or heat

KULLY PIPE & STEEL SUPPLY, INC.

P.O. BOX 929 • 405 W. SOUTH STREET • HASTINGS, NE 68902-0929 • PHONE: 402/463-8000

**DATE:** 2/26/2020
**RE:** HENDRIX BUILDING IMPROVEMENTS
**ARCHITECT:** ARCHITECTURE ONE – LINCOLN, NE

**No federal, state or city sales or service taxes are included in prices.**
**No installation included in prices.**
**Prices are F.O.B. trucks, jobsite.**

Our proposal is to furnish, subject to the terms and conditions stipulated, and in accordance with accepted standards, the following:

**STRUCTURAL & MISC. STEEL:** Approximately: 3.38 tons to include shop drawings, fabrication and one shop coat of lead-free gray oxide primer for only the following material, as shown and sized on the drawings:

4 ~ Pan Stairs w/ MC 12x10.6 stringers and 14 gage pans
2 ~ Stair Landings w/ decking
4 ~ HSS 3 x 3 x ¼" Columns w/ cap & base plates
2 ~ HSS 6 x 6 x 5/16" Columns w/ cap & base plates
1 ~ HSS 8 x 8 x ½" Beam w/ connections
~ Bolts & Hilti products through our material
8 ~ PX 1 1/4" Guardrails w/ 1/4" Cable rails @ 4" O.C.

**ALL FOR THE SUM OF: $39,400.00 –FOB Trucks, SEWARD, NE**

**ADDENDA'S:** NONE RECEIVED AND ACKNOWLEDGED

**ALTERNATES:** N/A

**NOTES:**

This proposal is based on structural steel as shown on A4, S1, S2, S3, and S4, of the Structural sheets dated 1-5-2012 only. Steel shown on any other documents is not included.

We are a material supplier, not a sub-contractor. Retention will not be allowed unless previously agreed in writing by us. This quote is subject to any general mill increases that are not protected by the mill or manufacturer.

No work will be done until a signed copy of this quote is received.

PROPOSAL

sdg
structural[design]group
402-438-7788
www.sdgstructural.com

PROJECT: **649 Seward St, Seward NE - Steel Deck and Stair**

DATE: March 4, 2020

SCOPE: Structural analysis and design for a new steel deck and stair on the south side of an existing building

## Initial Observation and Field Work

| | RATE $/HR | TIME | TOTAL | |
|---|---|---|---|---|
| OBSERVATION & DOCUMENTATION OF FIELD CONDITIONS | 175.00 | 3.00 | $525.00 | $525.00 |

## Steel Deck and Stair Documents

| | RATE $/HR | TIME | TOTAL | |
|---|---|---|---|---|
| STRUCTURAL ANALYSIS | 175.00 | 3.00 | $525.00 | |
| DETAILS BY ENIGNEER | 175.00 | 3.00 | $525.00 | |
| CONSTRUCTION DOCUMENTS BY ENIGNEER | 175.00 | 4.00 | $700.00 | |
| CONSTRUCTION DOCUMENTS BY DRAFT PERSON | 110.00 | 16.00 | $1,760.00 | $3,510.00 |

## Construction Administration

| | RATE $/HR | TIME | TOTAL | |
|---|---|---|---|---|
| SHOP DRAWING REVIEW | 175.00 | 1.00 | $175.00 | |
| (1) SITE VISITS | 175.00 | 2.00 | $350.00 | |
| STRUCTURAL ENGINEERING FOR DISCOVERIES DURING CONSTRUCTION | 175.00 | 1.00 | $175.00 | $700.00 |

PROJECT TOTAL **$4,735.00**

ADDITIONAL STRUCTURAL ITEMS REQUIRED BUT NOT INCLUDED IN THIS SCOPE WILL BE BILLED AT AN HOURLY RATE OF $175/HR

WILTSHIRE ELECTRIC

COMMERCIAL, RESIDENTIAL, INDUSTRIAL

3015 N. 92nd street
Lincoln, NE 68507

| Date | Estimate # |
|---|---|
| 3/5/2020 | 578 |

| Name / Address |
|---|
| Campbell Electric<br>Brian Campbell |

| Project |
|---|
| |

| Description | Qty | Rate | Total |
|---|---|---|---|
| Seward apartment service budget pricing: | | | |
| Price includes: | | | |
| EMT/ PVC service conduits | | | |
| 40 space 200A Cutler Hammer loadcenter | 4 | 0.00 | 0.00 |
| 800A main breaker Cutler Hammer 1 phase 4 socket meter stack | 1 | 0.00 | 0.00 |
| Service riser for overhead attachment | 1 | 0.00 | 0.00 |
| Permit fee | 1 | 0.00 | 0.00 |
| taxes | | 0.00 | 0.00 |
| Copper service conductors | | 0.00 | 0.00 |
| Budget price for complete installation | | 16,500.00 | 16,500.00 |
| | | **Total** | $16,500.00 |

Knisley
Construction
Jamie Knisley

# Work Order

*Cory Ruzicka*
*544 Nth 9th*
*Seward Ne 68434*
*402-641-4280*

**Job** 647 Seward St. Building

**To** Kach investments

Customer ID

| Quantity | Description | Unit Price | Line Total |
|---|---|---|---|
| | Removal of membrane roof and prep new metal roof<br>Install new metal roof and proper flashing. Including machinery to place materials on the 2 story building | | $18,000.00 |

| | |
|---|---|
| **Subtotal** | |
| **Sales Tax** | |
| **Total** | **$18,000.00** |

***Thank you for your business!***

# PROPOSALS

| Description | Cost |
|---|---|
| Navarro Stone (EFIS) | $80,000.00 |
| Dynamic Fusion | $52,426.16 |
| Reed Electric | $16,340.00 |
| Nelson Contracting | $18,446.83 |
| **Total** | **$167,212.99** |

INVOICE NO. 110256

**Invoice**

| | |
|---|---|
| SOLD TO Carey Hendrix | SHIPPED TO Navarro Stone |
| ADDRESS 647 Seward St. | ADDRESS 127 154th |
| CITY, STATE, ZIP Seward, NE | CITY, STATE, ZIP Denton, NE 68339 |

VIA

| CUSTOMER ORDER NO. | SOLD BY | TERMS | F.O.B. | DATE |
|---|---|---|---|---|
| | | | | |

| | |
|---|---|
| Front<br>- Eifs<br>- Cutting the wall + sill to level | $ 20,000 |
| Back<br>- Eifs<br>- Cutting wall to level | $ 20,000 |
| Side<br>- Eifs<br>- Cutting wall to level | $ 40,000 |
| total | $ 80,000 |

adams D8740 01-11

DFi

DYNAMICFUSIONINC.COM


Dynamic Fusion Inc.
625 West Prospector Ct.
Lincoln, NE 68522
(402) 438-1155


# QUOTE

| | |
|---|---|
| Quote Number: | CAH-001-19 |
| Quote Date: | 12/2/2019 |
| DFI Rep: | Jmueller |
| DFI PO: | |

| Bill To: | Ship To: |
|---|---|
| Carey Hendrix<br>Seward, NE | |

| Customer Contact | Customer P.O. | Payment Terms |
|---|---|---|
| Carey Hendrix | N/A | Net 30 day |

1.5% Interest will be charged on all past due invoices

**Summary**

Pededstrian Elevated Platform with Handrail/ Guardrail & Stairs (Fabrication & Installation)
20'-0" Long x 8'-6" Wide x 13'-0"

| Description | Quantity | Unit Price | Amount |
|---|---|---|---|
| Materials for Platform,Legs Stairs and Handrail with finish of Galvinized, Paint or combination of the two.<br><br>**CUSTOMER IS RESPONSIBLE FOR FOOTINGS**<br>**INCLUDES STAMPED ENGINEERED PRINTS**<br>**APPROVAL DRAWING PROVIDED AFTER DOWN PAYMENT | 1.00 | $ 31,761.16 | $ 31,761.16 |
| HRS PROJECT MANAGEMENT/ DESIGN | 16.00 | $ 85.00 | $ 1,360.00 |
| HRS MILLWRIGHT SUPERVISOR | 24.00 | $ 75.00 | $ 1,800.00 |
| HRS MILLWRIGHT SUPERVISOR OVERTIME | 0.00 | $ 112.50 | |
| HRS MILLWRIGHT | 48.00 | $ 70.00 | $ 3,360.00 |
| HRS MILLWRIGHT OVERTIME | 0.00 | $ 105.00 | |
| HRS FABRICATOR | 185.00 | $ 75.00 | $ 13,875.00 |
| HRS FABRICATOR OVERTIME | 0.00 | $ 112.50 | |
| MILEAGE | 360.00 | $ 0.75 | $ 270.00 |

| | |
|---|---|
| Subtotal | $ 52,426.16 |
| Shipping | FOB |
| **TOTAL** | **$ 52,426.16** |
| Lead Time | 6 - 10 WEEKS |
| Down Payment | 20% |

Dynamic Fusion will provide all the labor, equipment, and materials required for this project. The prices listed above do not include any applicable taxes. This quote is valid for 45 days. Any changes to the scope of work listed above will require a change in the order of the project. Any of these changes will be subject to additional charges.

*Thank You for Your Business!*

# Estimate

for
KACH 510
644 Seward St.
Seward, NE 68434

REED ELECTRIC
SEWARD, NE

P.O. Box 473, 1191 308th Rd
Seward, NE 68434
(402) 641-5729
www.reedelectricinc.com

**Estimate No. 1212** Issued on Mon Mar 9, 2020

| Qty | Name | Description | Rate | Amount | Tax |
|---|---|---|---|---|---|
| 1 | Parts | Parts and labor for job | $4,340.00 | $4,340.00 | NON |
| 1 | Misc | Dig across alley | $2,000.00 | $2,000.00 | NON |

| | |
|---|---|
| **tax** | **$0.00** |
| **estimated total** | **$6,340.00** |

647 Seward St. Install freestanding 4-meterstack. Install electrical to existing services. (electrical lines to upstairs apartments is on est#1125). Install buried line to South power pole across alley. Remove existing risers and meters on building for staircase.

Estimates are void 30 days after issue date.

THANK YOU for considering Nathan Reed Electric INC

Created with mHelpDesk

**Nelson Contracting LLC- Milford/Lincoln**
514 1st Street PO Box 85 Milford, Nebraska 68405
Phone: (402) 641-5277
Fax: (402) 761-2157

# Roof Coating
3/3/2020
**Claim Information**

**Company Representative**
Art Dobrusky
Phone: (402) 641-5513
art.nelsoncontractingllc@gmail.com

**Alyssa Hendrix**
**KACH Roberts Bldg. LLC.**
647 Seward Street Seward, NE 68434
(402) 641-3798

Job: 4052: Alyssa Hendrix

## Roof coating estimate

United Cleaning Concentrate

Roofmate Butter Grade

Flashing Gaf Unisil Primer Part

A (5 Gal) Gaf Unisil Primer Part

B (5 Gal)

GAF United Coatings Unisil HS Roof Coating (5 Gal)

Surebond Primer

Roofmate Fabric 12"x300'

Roofmate Fabric 40"x300'

Prep, cleaning and installation labor

---

**$18,446.83**

**BEST VALUE GUARANTEE:** We are so confident in our products and services that we guarantee that if you receive another proposal with comparable specifications in scope, materials, and warranty at a lower price, we will meet it or beat it by up to $100.

Terms:

**Payment**: 50% due upon contract signing - remaining 50% due upon completion. **Project is not eligible for financing offers from any of our financing partners unless specified on this estimate.** Any alternative payment terms must be agreed to in writing prior to work commencing.

-If there are multiple phases of work to be completed, remaining payment due will be collected for each phase in full upon completion of each phase in the amounts specified on the estimate in the relevant section totals.

**Contract:** This Agreement is made by and between Nelson Contracting LLC (herein us, we or our) and you the Property Owner (herein client, you, your and yours).

-To facilitate the timely completion of our work, we routinely order materials in excess of contract quantities to account for any materials damaged in transit, and usual cutting and installation waste. All leftover materials are the property of Nelson Contracting LLC unless other arrangements have been made and agreed to by Nelson Contracting LLC.

History NEBRASKA HISTORIC PRESERVATION

State Historic Preservation Office
ONLINE SECTION 106 PROJECT FORM FOR INDIVIDUAL STANDING STRUCTURES

| NESHPO Use Only | |
|---|---|
| Date Received | HP Number |
| | |

Submission of a completed Project Information Form with adequate information and attachments constitutes a request for review pursuant to Section 106 of the National Historic Preservation Act of 1966 (as amended). More information may be required to adequately complete the Section 106 process. Submit completed form to NSHS.HP@nebraska.gov.
NOTE: *Section 106 regulations provide for a 30-day response time by the Nebraska State Historic Preservation Office from the date of receipt.*

| | | |
|---|---|---|
| PROJECT NAME (if applicable) **KACH Roberts BLG.** | | PROJECT NUMBER (if applicable) |
| COUNTY **SEWARD** | STREET ADDRESS (No P.O. Box Numbers) **647 SEWARD STREET** | CITY **SEWARD** |
| FEDERAL AGENCY OR DESIGNEE **KACH ROBERTS BLDG, LLC.** | | |
| CONTACT PERSON **ALYSSA HENDRIX** | CITY, STATE ZIP **SEWARD, NE 68434** | TELEPHONE **402-641-3798** |
| EMAIL (for response) **kachinvestments@gmail.com** | | |

## PROJECT DESCRIPTION

Briefly describe the overall project.

**The KACH Roberts BLDG project will update and improve the 1920's building. The upgrades include a new roof, rear fire escape per code, exterior electrical per code and exterior facade improvements.**

## STRUCTURES (rehabilitation, demolition, additions to or construction near existing structures)

To the best of your knowledge, is the structure located in any of the following?

xx An area previously surveyed for historic properties.

xx A National Register District

☐ A Local Landmark District

If yes, please provide the name of the survey or district.

Seward County Courthouse Square Historic District

If known, please provide a brief history of the building(s), including construction dates and building uses.

## PHOTOGRAPHS

Please provide photographs of all structures. Photographs of neighboring or nearby buildings are helpful. Go to page 2 to insert photo(s).

## NESHPO USE ONLY

### Nebraska SHPO Determination

☐ There are No Historic Properties in the area of potential effect

☐ The project will have No Effect on historic properties

☐ The project will have No Adverse Effect on historic properties

☐ The project will have No Adverse Effect with Conditions (see attached)

☐ The project will have Adverse Effects on historic properties (see attached)

☐ The SHPO requests additional information (see attached)

Review & Compliance Coordinator
State Historic Preservation Office, Nebraska State Historical Society

Date

History NEBRASKA

*Preserving the past. Building the future.*

March 17, 2020

Alyssa Hendrix
VIA EMAIL

RE: HP# 2003-037-01 647 Seward Street Repairs, Seward, Seward County, NE SW09-141

Dear Ms. Crockett,

Thank you for submitting the referenced project proposal for our review and comment. Our comment on this project and its potential to affect historic properties is required by Section 106 of the National Historic Preservation Act of 1966, as amended, and implementing regulations 36 CFR Part 800.

Your property was listed in the National Register of Historic Places in 1982 as a contributing resource to the Seward County Courthouse Square Historic District. According to the information you have provided, there will be **no adverse effect** resulting from this project, provided the following conditions are met:

1. Power washing. In order to disturb the historic stucco and paint as minimally as possible, power washing shall be done at 300 psi or less.

Should any changes in the project be made or in the type of funding or assistance provided through federal or state agencies, please notify this office of the changes before further project planning continues. Please retain this correspondence and your documented finding in order to show compliance with Section 106 of the National Historic Preservation Act, as amended. If you have any questions, please contact me at 402-471-4773.

Sincerely,

Kelli Bacon

Kelli Bacon
Certified Local Government coordinator / acting Section 106 coordinator

1500 R Street
Lincoln, NE 68508-1651
P: 402.471.3270
P: 800.833.6747
F: 402.471.3100
history.nebraska.gov

City of
SEWARD Nebraska

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

# Application

## Seward Facade Improvement/Commercial Rehabilitation Program

**(Attach additional pages to provide additional information.)**

Applicant Name: MICHAEL G. MULLALLY

Applicant's Phone Number: 402-643-4581

Applicant's Email Address: mike@mullallylaw.com

Business Name: Michael G. Mullally, P.C. LLO

Property Owner: Michael G. Mullally

Property Address: 510 Seward St.

Property Legal Description: E 1/2 Lot 11, Block 6, Original Town, Seward

Type of façade improvement planned (see Design Guidelines)

___ Restoration ____ Renovation X Replacement ____ Reconstruction

Structural alterations: N/A

Cosmetic alterations (i.e. moldings): N/A

Painting (approximate sq. ft. area): N/A

Interior Improvements: N/A

Specify other work (i.e. awnings): Window Replacement

Total cost of project: $4500

DTR Project Funds Amount requested: $ 2250

I hereby submit the attached plans, specifications and color samples for the proposed project, and understand that these must be approved by the City of Seward. No work may begin until I have received written notice to proceed from the City of Seward. I further understand that the project must be completed by November 8, 2019. Grant funds will not be paid until the project is commenced. If the City has not received correspondence in that time frame, the funds will be reallocated. I agree to leave the completed project in its approved design and colors for a period of five (5) years from the date of completion. If changed before the end of five (5) years, I agree to pay back the funded amount.

| | |
|---|---|
| Signature of Property Owner | Signature of Business Owner (if applicable) |
| Michael G. Mullally | |
| Printed Name & Title of Property Owner | Printed Name & Title of Business Owner |
| April 7, 2020 | |
| Date | Date |

4/7/2020

I am seeking these funds to replace three windows on the second story of my building at 510 Seward St. Replacement of these windows will enhance the appearance of my building and that of the downtown area. In addition, the current windows are old and should be replaced for the protection of the overall structure, and the safety of pedestrians and motorists on the sidewalk and street below.

I anticipate that this work will be completed in the summer of 2020, depending on contractor availability.

# Release and Hold Harmless Agreement

Release executed on this 7 day of April, 2020,
by (Property Owner) Michael G. Mullally and
(Business owner if applicable) _____, of
(Street Address) 510 Seward St., City of Seward, State of Nebraska, referred to as Releaser(s).

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

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

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

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

| | |
|---|---|
| Signature of Property Owner | Signature of Business owner (if applicable) |
| Michael G. Mullally<br>Printed Name & Title of Property Owner | Printed Name & Title of Business Owner |
| April 7, 2020<br>Date | Date |

| Parcel Information | |
|---|---|
| **Parcel ID** | 800072871 |
| **Links** | Photo #1 Photo #2 Sketch #1 |
| **Area #** | |
| **Current Owner** | MULLALLY/MICHAEL G |
| **Mailing Address** | 3849 BLUFF RD SEWARD, NE 68434--000 |
| **Situs Address** | 510 SEWARD ST |
| **Tax District** | 5 |
| **School District** | 401 (Seward SD9) |
| **Legal Description** | SEWARD ORIGINAL TOWN BLOCK 6 E 1/2 LOT 11 |
| **Class** | Commercial |

*** Disclaimer: This legal description should not be used to prepare legal documents.**

| Current Value Information | | | |
|---|---|---|---|
| Land Value | Dwelling Value | Improvement Value | Total Value |
| $30,632 | $0 | $85,508 | $116,140 |

| Prior Year Value Information | | | | |
|---|---|---|---|---|
| Year | Land Value | Dwelling Value | Improvement Value | Total Value |
| 2018 | 27,456 | 0 | 70,057 | 97,513 |
| 2017 | 25,069 | 0 | 70,057 | 95,126 |
| 2016 | 23,875 | 0 | 66,721 | 90,596 |
| 2015 | 23,875 | 0 | 66,721 | 90,596 |
| 2014 | 23,875 | 0 | 66,721 | 90,596 |

| Yearly Tax Information | | |
|---|---|---|
| Year | Amount | Levy |
| 2019 | $1,892.66 | 1.733791 |

| Year Sales History |
|---|
| No previous sales information Is available. |

## Attestation of U.S. Citizenship

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

_✓_ I am a citizen of the United States

-OR-

____ I am a qualified alien under the Federal Immigration and Nationality Act, my immigration status and alien number are as follows:
_____, and I agree to provide a copy of my USCIS documentation upon request.

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

Printed Name:

| Michael | Grant | Mullally |
|---|---|---|
| First | Middle | Last |

Signature: _____

Date: April 7, 2020

Anderson Construction

1604 253 Drive
Seward, NE 68434

# Estimate

| Date | Estimate # |
|---|---|
| 4/2/2020 | 600 |

| Name / Address |
|---|
| Michael G. Mullallly<br>P.O. Box 411<br>510 Seward St<br>Seward, Nebr 68434 |

| Project |
|---|
| |

| Description | Qty | Cost | Total |
|---|---|---|---|
| Pella Window package--37x86 Double hung Pella Windows-Standard style-Enduraclad white exterior clad finish--interior wood unfinished-Insulated Dual Low-E Advanced Low-E insulated glass w/Argon---No roundtop above | 3 | 991.42 | 2,974.26 |
| Window complete frame installation w/ replacement framing | 3 | 900.00 | 2,700.00 |
| Lift charge for front | 1 | 350.00 | 350.00 |
| Fastners,Insulation,Framing Material Shims,caulking ,dump all misc charges | 3 | 50.00 | 150.00 |
| | | **Total** | $6,174.26 |

Customer Signature _____

**Nelson Contracting LLC**
514 1st Street
PO Box 85
Milford, Nebraska 68405
Phone: 402-641-5277

**Company Representative**
Art Dobrusky
Phone: (402) 641-5513
art.nelsoncontractingllc@gmail.com

# Three Upstairs Windows

04/01/2020
**Claim Information**

**Mike Mullally**
510 Seward Street
Seward, NE 68434 (402) 523-5555

Job: 4457: Mike Mullally

## Windows Section

Materials

Heartland "Elite" Vinyl Double hung window up to 103" UI - W/ Low-E and Argon-White/White

Features

-Composed of maintenance-free u-PVC vinyl
-Custom made to your exact window opening
-Fusion-welded corners for structural integrity
-Energy efficient multiple hollow chamber design
-Dual cam lock ensures a weather-tight seal and added security
-Tilt-in sashes make cleaning from inside a snap
-Triple weather stripped to seal out air and water
-Recessed lift rail
-Energy Star certified

Over 103" UI

Windows over 103" united inches add total number of inches over 103.

OPTION: Full Screen

(N/A for 3 lite)

OPTION: Woodgrain Aluminum Coil Wrap Wood Window - Average Size

OPTION: Exterior Color

Installation

Install Vinyl Replacement Window - Up To 103 UI

Includes:
-Removal and disposal of old window,
-Prep of opening and inspect for soundness.
-Install new window, insulate any gaps around perimeter and check for proper operation.

Install - Wrap Wood Window - Average Size

Crane Charge

**$4,469.68**

| | |
|---|---|
| TOTAL | $4,469.68 |

**BEST VALUE GUARANTEE:** We are so confident in our products and services that we guarantee that if you receive another proposal

| Parcel Information | |
|---|---|
| Parcel ID | 800072871 |
| Links | Photo #1 Photo #2 Sketch #1 |
| Area # | |
| Current Owner | MULLALLY/MICHAEL G |
| Mailing Address | 3849 BLUFF RD SEWARD, NE 68434--000 |
| Situs Address | 510 SEWARD ST |
| Tax District | 5 |
| School District | 401 (Seward SD9) |
| Legal Description | SEWARD ORIGINAL TOWN BLOCK 6 E 1/2 LOT 11 |
| Class | Commercial |

*** Disclaimer: This legal description should not be used to prepare legal documents.**

| Current Value Information | | | |
|---|---|---|---|
| Land Value | Dwelling Value | Improvement Value | Total Value |
| $30,632 | $0 | $85,508 | $116,140 |

| Prior Year Value Information | | | | |
|---|---|---|---|---|
| Year | Land Value | Dwelling Value | Improvement Value | Total Value |
| 2018 | 27,456 | 0 | 70,057 | 97,513 |
| 2017 | 25,069 | 0 | 70,057 | 95,126 |
| 2016 | 23,875 | 0 | 66,721 | 90,596 |
| 2015 | 23,875 | 0 | 66,721 | 90,596 |
| 2014 | 23,875 | 0 | 66,721 | 90,596 |

| Yearly Tax Information | | |
|---|---|---|
| Year | Amount | Levy |
| 2019 | $1,892.66 | 1.733791 |

| Year Sales History |
|---|
| No previous sales information Is available. |

Path Gallery
Casting Room
Music Lessons
LAW OFFICES
Jewelry
Household
Seward

City of
SEWARD Nebraska

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

# Application

## Seward Facade Improvement/Commercial Rehabilitation Program

**(Attach additional pages to provide additional information.)**

Applicant Name: Alison Koch

Applicant's Phone Number: 402-641-8211

Applicant's Email Address: alisonredpathgallery@gmail.com

Business Name: Red Path Gallery & Tasting Room

Property Owner: Chase & Alison Koch

Property Address: 514 Seward St. Seward, NE 68434

Property Legal Description: The West Half (W1/2) of lot 11, Block 6, Original Town, City of Seward, Seward County, Nebraska

Type of façade improvement planned (see Design Guidelines)

___ Restoration ____ Renovation X Replacement ____ Reconstruction

Structural alterations: _____

Cosmetic alterations (i.e. moldings): _____

Painting (approximate sq. ft. area): _____

Interior Improvements: _____

Specify other work (i.e. awnings): Window Replacement - 4 upstairs windows only

Total cost of project: $6,797.75

DTR Project Funds Amount requested: $ 3,398.88

I hereby submit the attached plans, specifications and color samples for the proposed project, and understand that these must be approved by the City of Seward. No work may begin until I have received written notice to proceed from the City of Seward. I further understand that the project must be completed by November 8, 2019. Grant funds will not be paid until the project is commenced. If the City has not received correspondence in that time frame, the funds will be reallocated. I agree to leave the completed project in its approved design and colors for a period of five (5) years from the date of completion. If changed before the end of five (5) years, I agree to pay back the funded amount.

Alison Koch

Signature of Property Owner

Signature of Business Owner (if applicable)

Alison Koch

Printed Name & Title of Property Owner

Printed Name & Title of Business Owner

4/8/2020

Date

Date

# Release and Hold Harmless Agreement

Release executed on this 8th day of April, 2020,
by (Property Owner) Alison Koch and
(Business owner if applicable) _____, of
(Street Address) 514 Seward St. Seward, NE 68434, City of Seward, State of Nebraska, referred to as Releaser(s).

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

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

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

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

| | |
|---|---|
| Alison Koch | |
| Signature of Property Owner | Signature of Business owner (if applicable) |
| Alison Koch | |
| Printed Name & Title of Property Owner | Printed Name & Title of Business Owner |
| 4/8/2020 | |
| Date | Date |

## Attestation of U.S. Citizenship

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

X I am a citizen of the United States

-OR-

____ I am a qualified alien under the Federal Immigration and Nationality Act, my immigration status and alien number are as follows:
_____, and I agree to provide a copy of my USCIS documentation upon request.

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

Printed Name:

| Alison | K | Koch |
|---|---|---|
| First | Middle | Last |

Signature: Alison Koch

Date: 4/8/2020

# SUBJECT PHOTOGRAPHS

View of front looking north

View of front



© 2018

Capital Appraisal Company, LLC
PO Box 67011
Lincoln, NE 68506

# ZONING

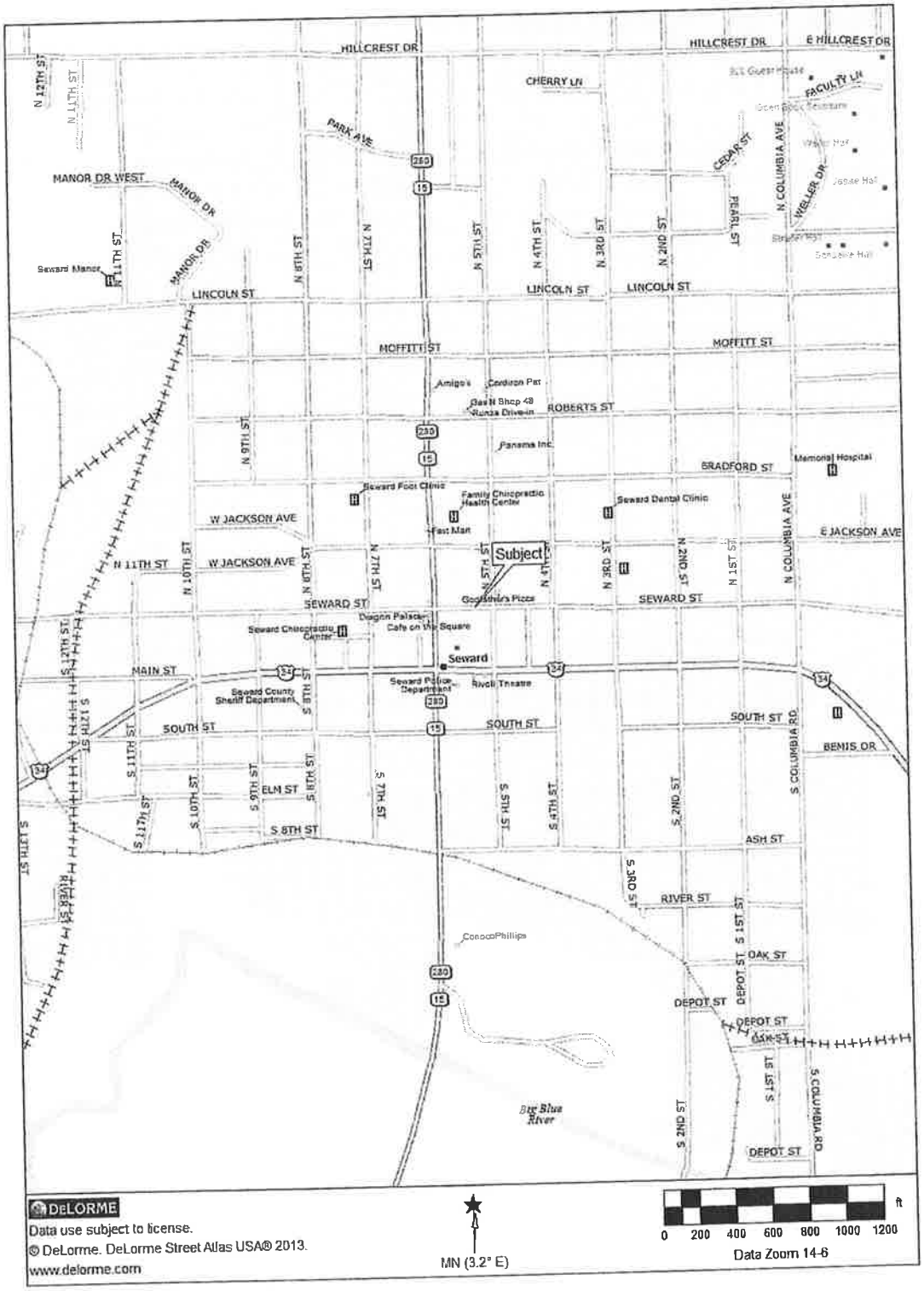
The subject property is zoned Central Business District under the zoning ordinance for the City of Seward. This district is intended to provide appropriate development regulations for Downtown Seward, the city's central business district. The grouping of uses is designed to strengthen the town center's role as a center for trade, service, and civic life. Mixed uses are allowed and encouraged within the CBD District. A copy of the Seward Zoning Map identifying the location of the subject property is included as an exhibit below.

## ZONING MAP

Capital Appraisal Company, LLC
PO Box 67011
Lincoln, NE 68506

© 2018

# LOCATION MAP



**Nelson Contracting LLC**
514 1st Street
PO Box 85
Milford, Nebraska 68405
Phone: 402-641-5277

**Company Representative**
Art Dobrusky
Phone: (402) 641-5513
art.nelsoncontractingllc@gmail.com

# Gallery Windows

04/08/2020
**Claim Information**

Remove and install four second story windows.

**Alison Koch**
514 Seward Street
Seward, NE 68434 (402) 641-8211

Job: 4454: Alison Koch

## Windows Section

Materials

Heartland "Elite" Vinyl Double hung window up to 103" UI - W/ Low-E and Argon-White/White

Features

-Composed of maintenance-free u-PVC vinyl
-Custom made to your exact window opening
-Fusion-welded corners for structural integrity
-Energy efficient multiple hollow chamber design
-Dual cam lock ensures a weather-tight seal and added security
-Tilt-in sashes make cleaning from inside a snap
-Triple weather stripped to seal out air and water
-Recessed lift rail
-Energy Star certified

Over 103" UI

WIndows over 103" united inches add total number of inches over 103.

OPTION: Full Screen

(N/A for 3 lite)

OPTION: Woodgrain Aluminum Coil Wrap Wood Window - Average Size

Installation

Install Vinyl Replacement Window - Up To 103 UI

Includes:
-Removal and disposal of old window,
-Prep of opening and inspect for soundness.
-Install new window, insulate any gaps around perimeter and check for proper operation.

Install - Wrap Wood Window - Average Size

Crane Charge

---

**$6,797.75**

## Window Section

Remove large picture window on first level, install two double hung windows.

Materials

Heartland "Elite" Vinyl Double hung window up to 103" UI - W/ Low-E and Argon-White/White

Features

-Composed of maintenance-free u-PVC vinyl
-Custom made to your exact window opening
-Fusion-welded corners for structural integrity
-Energy efficient multiple hollow chamber design
-Dual cam lock ensures a weather-tight seal and added security
-Tilt-in sashes make cleaning from inside a snap
-Triple weather stripped to seal out air and water
-Recessed lift rail
-Energy Star certified

Over 103" UI

WIndows over 103" united inches add total number of inches over 103.

OPTION: Full Screen

(N/A for 3 lite)

OPTION: Tempered Glass

Per Sash

OPTION: Brick Mold

OPTION: Woodgrain Aluminum Coil Wrap Wood Window - Average Size

Installation

Install Vinyl Replacement Window - Up To 103 UI

Includes:
-Removal and disposal of old window,
-Prep of opening and inspect for soundness.
-Install new window, insulate any gaps around perimeter and check for proper operation.

Install - Wrap Wood Window - Average Size

---

**$7,964.72**

TOTAL $14,762.47

**BEST VALUE GUARANTEE:** We are so confident in our products and services that we guarantee that if you receive another proposal with comparable specifications in scope, materials, and warranty at a lower price, we will meet it or beat it by up to $100.

Terms:

**Payment**: 50% due upon contract signing - remaining 50% due upon completion. **Project is not eligible for financing offers from any of our financing partners unless specified on this estimate.** Any alternative payment terms must be agreed to in writing prior to work commencing.

-If there are multiple phases of work to be completed, remaining payment due will be collected for each phase in full upon completion of each phase in the amounts specified on the estimate in the relevant section totals.

**Contract:** This Agreement is made by and between Nelson Contracting LLC (herein us, we or our) and you the Property Owner (herein client, you, your and yours).

-To facilitate the timely completion of our work, we routinely order materials in excess of contract quantities to account for any materials damaged in transit, and usual cutting and installation waste. All leftover materials are the property of Nelson Contracting LLC unless other arrangements have been made and agreed to by Nelson Contracting LLC.

-Punch-list resolution: Punch-list shall only be comprised of items related to workmanship and/or completion of items in the contracted work. The NAHB's "Residential Construction Performance Guidelines" shall be used as the final standard of acceptable finishes in the case of any disputes. The punch-list shall not contain or relate to items or concerns covered by warranty terms, such as roof sealing, hardware function of windows and doors etc.

- Nelson Contracting LLC is not responsible for the quality or adequacy of any Work other than the Work required under this Contract performed by its own crews and subcontractors

**ADDITIONAL TERMS AND CONDITIONS**

A. FINAL SCOPE OF WORK AND CONTRACT PRICE: We will perform the approved scope of work as per this document for the price shown. We reserve the right to perform any changed/additional work with your verbal instruction, but shall not be required to perform such work without written authorization through a Change Order.

B. TERMS OF PAYMENT: Upon commencement of the contract, payment of at least 25 % of the Contract Price will be required as a down payment for the Work. Payment per Trade Policy: We reserve the right to invoice you once any trade is fully completed. If we elect to invoice after the completion of any trade, we reserve the right to collect said payment in full before beginning any succeeding trade. The balance of the Contract Price shall be due and owing upon substantial completion of the Work. You hereby agree that if the amounts due and owing for completed work are not paid when due, you shall be liable to pay all costs of collection, including, reasonable attorney's fees and collection costs, which amounts, together with all sums due and owing hereunder, shall bear interest at the maximum allowable by law until paid in full. Furthermore, in such an event, you agree that we shall be entitled to a lien against any insurance proceeds as security to ensure payment for our Work.

C. OUR RESPONSIBILITY: We agree to perform our Work in a professional, efficient, good, and workmanlike manner, according to standard construction practices and all applicable building code requirements. We shall supervise and direct all work using our best skill and attention. We shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for contracting and performing all portions of the Work under this Agreement. We shall not be responsible for the safety and health of any persons present at the job site who are not our employees, sub-contractors, or agents. We shall not be responsible for the failure of any materials or equipment not within our direct control. A fully executed change order must be completed before changing or omitting any work from the Final Scope of Work, as defined above. All material is guaranteed to be as specified. If material has to be restocked or reordered because of a cancellation or interference by you or at your direction, in addition to any other fees or costs associated therewith, there will be a material restocking fee equal to 5% of the Contract Price. A 5-year Labor Warranty (OR Silver or Golden Pledge Warranty terms if contracted as such) will be issued to you upon payment in full of the Contract Price. Said Warranty applies to the work we performed only and does not cover damage by lightning, winds over material warranty mph specs, hurricanes, tornadoes, hail storms, impact of foreign objects, damage due to settlement of foundation, or your failure to properly maintain. Said Warranty can be assigned and is transferable one time. Acceptance of this Contract by you shall constitute acceptance of the terms, conditions, and limitations of said warranty. You agree that our maximum liability, in the event of any default by us, shall not exceed the original cost of labor and materials for the Final Scope of Work, which shall be a liquidated sum.

D. YOUR RESPONSIBILITY: You certify that your property insurance policy is and will remain valid and in force until completion of the Work. Certificates of such insurance shall be provided to us if requested. You authorize(s) us access to enter your property, furnish materials, and supply all equipment and labor necessary to perform all work identified in the Final Scope of Work. Should you become aware of any damage to your property you believe was caused by us, our subcontractors, agents, or employees during the Work, you must notify us of said damage at the time the damage is discovered. If you fail to so notify us, you waive all rights against us concerning said damage. You acknowledge that we shall not be responsible for damage to landscaping, driveway or sidewalks because of normal construction activities. You further acknowledge that re-roofing or re-siding an existing building may cause dust or debris to fall into the interior, and may cause objects to fall from the interior ceilings and walls. You therefore agree to remove or protect interior and exterior property directly below the roof to minimize potential property damage, and that you are solely responsible for any disturbance, damage, clean-up, or loss to property resulting from your failure to do so prior to commencement of construction. Additionally, you acknowledge that any loss of productivity experienced by us due to interference by you or at your direction may result in an additional charge. You understand that by code, nails must penetrate the roof deck at least 1/4" and warrant that all electrical wiring, HVAC, plumbing and/or gas lines have been installed according to all applicable building codes and agree that we shall not be held liable for any punctures through lines closer than 3" from the underside of your roof deck. Furthermore, you understand that nail pops on textured ceilings and on walls cannot reasonably be avoided during the normal installation of roofing or siding and agree not to hold us liable for any nail pops or drywall cracking or movement incidental to the construction process. It is your responsibility to address any concern about ponding areas on the roof before work commences, and agree that any repairs necessary to correct ponding, not the result of our work, will be charged to you as an extra. You agree that your insurance shall be liable for any interior damage that occurs because of our work provided we have taken reasonable care to protect the property, roof, and interior during the project. You agree that under no circumstances shall we be responsible for any testing or damage because of mold, fungi, or other microbes, remediation, or the abatement of any said items beyond that which is required to repair or replace the covered property physically damaged by water.

**-If any one or more of provisions of this contract is determined to be invalid or void, such determination shall not affect the validity or enforceability of any other provision of this Contract.**

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date

Anderson Construction

1604 253 Drive
Seward, NE 68434

# Estimate

| Date | Estimate # |
|---|---|
| 6/19/2019 | 530 |

| Name / Address |
|---|
| Red Path Gallery<br>514 Seward, NE. 68434<br>PO box 293 |

| Project |
|---|
| |

| Description | Qty | Cost | Total |
|---|---|---|---|
| Pella Window Package | 1 | 7,115.00 | 7,115.00 |
| Front Window Installation, Complete Frame Replacement | 3 | 900.00 | 2,700.00 |
| Back Window installation, Insert replacement, keep existing frame | 1 | 350.00 | 350.00 |
| Front window above front door window replacent | 1 | 200.00 | 200.00 |
| Lift Charge for front windows | 1 | 350.00 | 350.00 |
| Fasteners, Insulation, Framing material, Shims, Disposal of waste | 5 | 50.00 | 250.00 |
| | | **Total** | $10,965.00 |

Customer Signature _____

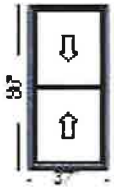
# Contract - Detailed

Pella Window and Door Showroom of Omaha
9845 South 142nd Street
Omaha, NE 68138
**Phone:** (402) 493-1350 **Fax:** (402) 331-3076

**Sales Rep Name:** Drobny, Brian
**Sales Rep Phone:** (402) 660-7148
**Sales Rep Fax:**
**Sales Rep E-Mail:** briandrobny@pellaomaha.com

| Customer Information | Project/Delivery Address | Order Information |
|---|---|---|
| **Anderson Construction**<br>1604 253d Dr<br><br>SEWARD, NE 68434<br>**Primary Phone:** (402) 641-6074<br>**Mobile Phone:** 4026416074<br>**Fax Number:** (402) 6433909<br>**E-Mail:**<br>**Contact Name:**<br><br>**Great Plains #:** ANDERSONCN<br>**Customer Number:** 1002068801<br>**Customer Account:** 1000230392 | **514Seward St/Anderson Construction**<br><br><br>**Lot #**<br><br>**County:**<br>**Owner Name:**<br><br>**Owner Phone:** | **Quote Name:** Pella windows<br><br>**Order Number:** 230<br>**Quote Number: 11391301**<br>**Order Type:** Non-Installed Sales<br>**Wall Depth:**<br>**Payment Terms:** Net 30 Days<br>**Tax Code:** SEWARD0516N<br>**Cust Delivery Date:** None<br>**Quoted Date:** 5/21/2019<br>**Contracted Date:**<br>**Booked Date:**<br>**Customer PO #:** |

| Line # | Location: | Attributes | Qty |
|---|---|---|---|
| 10 | None Assigned | **Architect, Double Hung, 37 X 86, White** | 1 |




Viewed From Exterior

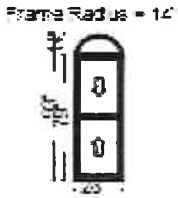
**PK #**
2037

**1: 3786 Double Hung, Equal**
**Frame Size:** 37 X 86
**General Information:** Standard, Style, Clad, Pine, 5", 3 11/16"
**Exterior Color / Finish:** Painted, Standard Enduraclad, White
**Interior Color / Finish:** Unfinished Interior
**Sash / Panel:** Ogee, Ogee, Standard, No Sash Lugs
**Glass:** Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
**Hardware Options:** Cam-Action Lock, White, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor
**Screen:** Full Screen, Standard EnduraClad, White, Premium, InView™
**Performance Information:** U-Factor 0.29, SHGC 0.28, VLT 0.53, CPD PEL-N-179-01137-00001, Performance Class CW, PG 30, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, Year Rated 08|11, Egress Meets Typical 5.7 sqft (E) (United States Only)
**Grille:** No Grille,

| Line # | Location: | Attributes |
|---|---|---|
| | | **Wrapping Information:** Foldout Fins, Factory Applied, No Exterior Trim, 6 9/16", 7 7/8", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 246". |

**Rough Opening:** 37 - 3/4" X 86 - 3/4"

15 **Rough Opening:** 28 - 3/4" X 93 - 3/4"




## Architect, Double Hung, Support Product, Direct Set, 28 X 93, White

Qty
3

| Line # | Location: | Attributes |
|---|---|---|
| | None Assigned | **1: 2879 Double Hung, Equal**<br>**Frame Size:** 28 X 79<br>**General Information:** Standard, Style, Clad, Pine, 5", 3 11/16"<br>**Exterior Color / Finish:** Painted, Standard Enduraclad, White<br>**Interior Color / Finish:** Unfinished Interior<br>**Sash / Panel:** Ogee, Ogee, Standard, No Sash Lugs<br>**Glass:** Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude<br>**Hardware Options:** Cam-Action Lock, White, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor<br>**Screen:** Full Screen, Standard EnduraClad, White, Standard, InView™<br>**Performance Information:** U-Factor 0.29, SHGC 0.28, VLT 0.53, CPD PEL-N-179-01137-00001, Performance Class CW, PG 40, Calculated Positive DP Rating 40, Calculated Negative DP Rating 40, Year Rated 08\|11, Egress Meets Typical 5.7 sqft (E) (United States Only) **Grille:** No Grille,<br>**Horizontal Mull 1:** FactoryMull, Standard Joining Mullion, Frame To Frame Width- 0", Mull Design Pressure- 20<br>**2: Non-Standard Size Fixed Frame Circle Head Half Circle**<br>**Frame Size:** 28 X 14<br>**General Information:** Standard, Clad, Pine, 5", 3 11/16"<br>**Exterior Color / Finish:** Painted, Standard Enduraclad, White<br>**Interior Color / Finish:** Unfinished Interior<br>**Glass:** Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude<br>**Performance Information:** U-Factor 0.29, SHGC 0.32, VLT 0.62, CPD PEL-N-18-02773-00001, Performance Class CW, PG 90, Calculated Positive DP Rating 90, Calculated Negative DP Rating 90, Year Rated 08\|11<br>**Grille:** No Grille,<br>**Wrapping Information:** Foldout Fins, Factory Applied, No Exterior Trim, 6 9/16", 7 7/8", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 230". |
| | **PK #**<br>2037 | |
| | Viewed From Exterior | |

20 None Assigned

**Rough Opening:** 48 - 3/4" X 32 - 3/4"

## Architect, Sash Set Fixed, 48 X 32, White

Qty
1

**PK #**
2037

Viewed From Exterior

**1: 4832 Fixed Sash Set**
**Frame Size:** 48 X 32
**General Information:** Standard, Clad, Pine, 5", 3 11/16"
**Exterior Color / Finish:** Painted, Standard Enduraclad, White
**Interior Color / Finish:** Unfinished Interior
**Sash / Panel:** Ogee, Ogee, Standard
**Glass:** Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
**Performance Information:** U-Factor 0.27, SHGC 0.30, VLT 0.55, CPD PEL-N-1-53567-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08
**Grille:** No Grille,
**Wrapping Information:** Foldout Fins, Factory Applied, No Exterior Trim, 6 9/16", 7 7/8", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 160".

## Thank You For Purchasing Pella® Products

**PELLA WARRANTY:**

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

INSYNCTIVE PRODUCTS: In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at Insynctive.pella.com. By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

**ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")**

**YOU** and Pella and its subsidiaries and the Pella Branded Distributor **AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA**

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

**RODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS.** You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit www.pella.com/arbitration or e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE PELLA.COM/ARBITRATION. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER PELLA.COM/ARBITRATION.

Product Performance Information:
U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC). Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to www.pella.com/performance.

## New Construction :

PAYMENT TERMS:

WARRANTY: Pella® products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details. Neither Pella Corporation nor Pella Products of Omaha and Lincoln will be bound by any other warranty. Please be aware that product which is not fully paid for is not covered by the warranty.

RETURN FEES: A 50% Fee will be charged for all items cancelled by the customer after the Last Revision Date. Your sales representative can provide you with information related to Last Revision Dates.
Initials:_____

DAMAGED PRODUCT: Product delivered to jobsite that is received damaged, must be reported to our Trade Project Coordinator Dept within 10 calendar days of date of delivery. Damaged product reported after 10 calendar days of delivery will be considered jobsite damage and will be billable by our company.

MISSING PRODUCT: Product delivered by our company and found to be missing from the jobsite must be reported to our Trade Project Coordinator Dept within 5 calendar days of the delivery date, or the product will be considered stolen or disposed of at the jobsite and replacement product will be billable by our company.

## Remodeling or Replacement :

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

PAYMENT TERMS:

Orders placed by homeowners require a 50% down payment in advance of the order being placed. For remodeling or replacement jobs installed by our company, the customer can withhold a maximum of 5% of the contract price until the job is completed to the customer's satisfaction should any issues arise during completion of the work. Service parts ordered by our company which are not covered by the Pella warranty (see WARRANTY paragraph) must be paid for in full prior to scheduling or commencement of any service work by our company.

WARRANTY: Pella® products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details. Neither Pella Corporation nor Pella Products of Omaha and Lincoln will be bound by any other warranty. Please be aware that product which is not fully paid for is not covered by the warranty.

RETURN FEES: A 50% Fee will be charged for all items cancelled by the customer after the Last Revision Date. Your salesrep can provide you with information related to Last Revision Dates.
Initials:_____

PREFINISHING: For remodeling or replacement orders placed by homeowners, Pella Products of Omaha and Lincoln offers painting & staining applications prior to installation of our products. The stain color sample is only a general representation of the final product. Variations in different batches of stain along with natural differences in absorption rates, grain color, and characteristics of veneers and solid woods can and do affect the final wood color. Such variations will be considered normal and not cause for replacement. We will not accept returns based upon stains not matching samples, and will not issue monetary credit for any variation in final stain color from the sample.

Stain Color _____
Initials:_____

WINDOW TREATMENTS: Your new windows are custom made for your opening. Pella manufactures it's product to be of the highest quality in order that your new windows will be more energy efficient. Every Manufacturers frame is unique in profile and fit. It is possible that your existing interior mounted blinds or shades will no longer fit inside our frames. It is also possible that your existing shutters may not fit on your new energy efficient windows. Pella will not be responsible for these items and will not issue monetary credit or pay for any replacement blind or shades necessitated by the replacement of your windows.
Initials:_____

RIGHT TO RENOVATE: If your home was built prior to 1978, a lead test must be performed by the contractor prior to Pella performing any installation services.

BUILDING PERMITS: It is the responsibility of the contractor to pull any and all permits necessary prior to Pella performing any installation services.

DAMAGED PRODUCT: Product delivered to jobsite that is received damaged, must be reported to our Trade Project Coordinator Dept within 10 calendar days of date of delivery. Damaged product reported after 10 calendar days of delivery will be considered jobsite damage and will be billable by our company.

MISSING PRODUCT: Product delivered by our company and found to be missing from the jobsite must be reported to our Trade Project Coordinator Dept within 5 calendar days of the delivery date, or the product will be considered stolen or disposed of at the jobsite and replacement product will be billable by our company.

☐ **Project Checklist has been reviewed**

| | |
|---|---|
| Customer Name (Please print) | Pella Sales Rep Name (Please print) |
| Customer Signature | Pella Sales Rep Signature |

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Date

Date

Credit Card Approval Signature

City of
SEWARD Nebraska

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

# Application

## Seward Facade Improvement/Commercial Rehabilitation Program

**(Attach additional pages to provide additional information.)**

Applicant Name: Thomas A Suhr + Mark A Suhr

Applicant's Phone Number: 402 643 2911

Applicant's Email Address: Tsuhr@suhrlichty.com

Business Name: Suhr + Lichty Insurance Agency Inc.

Property Owner: Mark A Suhr

Property Address: 141 N 5th St

Property Legal Description: Seward OT BLK 6 #LTs 1-2-3--BEG Point 42' S of NE Corner LT 1, Thence W 77'8 1/2, S14', W26', 1 1/2, S 10', E104' + N to POB

Type of façade improvement planned (see Design Guidelines)

___ Restoration  X Renovation  ___ Replacement  ___ Reconstruction

Structural alterations: ___

Cosmetic alterations (i.e. moldings): ___

Painting (approximate sq. ft. area): ___

Interior Improvements: ___

Specify other work (i.e. awnings): Addition of new awnings

Total cost of project: $3,955

DTR Project Funds Amount requested: $1,977.50

# Release and Hold Harmless Agreement

Release executed on this 2nd day of April, 2020,
by (Property Owner) Mark A Suhr and
(Business owner if applicable) _____, of
(Street Address) 141 N 5th St, City of Seward, State of Nebraska, referred to as Releaser(s).

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

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

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

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

Mark A Suhr
Signature of Property Owner

Mark A Suhr
Signature of Business owner (if applicable)

MARK SUHR PRESIDENT
Printed Name & Title of Property Owner

MARK A SUHR PRESIDENT
Printed Name & Title of Business Owner

4/2/2020
Date

4/2/2020
Date

I hereby submit the attached plans, specifications and color samples for the proposed project, and understand that these must be approved by the City of Seward. No work may begin until I have received written notice to proceed from the City of Seward. I further understand that the project must be completed by November 8, 2019. Grant funds will not be paid until the project is commenced. If the City has not received correspondence in that time frame, the funds will be reallocated. I agree to leave the completed project in its approved design and colors for a period of five (5) years from the date of completion. If changed before the end of five (5) years, I agree to pay back the funded amount.

Signature of Property Owner

Signature of Business Owner (if applicable)

MARK SUHR PRESIDENT

Printed Name & Title of Property Owner

MARK A SUHR OWNER

Printed Name & Title of Business Owner

4/24/2020

Date

4/24/2020

Date

## Attestation of U.S. Citizenship

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

X I am a citizen of the United States

-OR-

____ I am a qualified alien under the Federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

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

Printed Name: MARK A SAHR

First Middle Last

Signature: Mark A Sahr

Date: 4/20/2020

City of
SEWARD Nebraska

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

# DAVIS-BACON LABOR STANDARD

Contractor's Guide

## Section I – The Basics

### 1-1 The Wage Decision.

All Community Development Block grant (CDBG) Contractors must comply with the Prevailing Wage Requirements. Davis-Bacon labor standards stipulate the wage payment requirements for Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed.

a. **The work classification and wage rates.** A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. A Project Wage Rate Sheet will be provided with prevailing wages and fringe benefits.
b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the Project Wage Rate Sheet and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc.

### 1-2 Additional "Trade" Classifications and Wage Rates.

What if the work classification you need isn't on the wage decision? Please contact Trey Ertmer, Grant Administrator at the SENDD, phone (402) 475-2560.

### 1-3 Certified Payroll Reports.

You will need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It is recommended to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

a. **Payroll formats**. Please use DOL's WH-347, Payroll. You may access a fillable version of the WH-347 online at HUD Clips (HUD Forms and Publications): https://www.dol.gov/whd/forms/wh347.pdf
b. **Payroll certifications.** The weekly payrolls are called certified because each payroll is signed and contains language certifying that the information is true and correct. Please make sure to include the signed second sheet.

c. **"No Work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if you firm is not working on the project but will be returning to the job in a couple of weeks. However, if you know that your firm will not be working on the project for an extended period of time, please send a short note to the Grant Administrator, Trey Ertmer, to let him know about the break in work and to give an approximate date when you will return to the project. If you number payrolls consecutively or if you send a note, you do not need to send "no work" payrolls.

d. **Payroll retention.** Every contractor must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least three (3) years.

e. **Payroll inspections.** In addition to submitting payrolls to the Grant Administrator, every contractor must make their copy of the payrolls and other basic records available for review of copying to any authorized representative.

f. **Please feel free to contact the Grant Administrator with any questions while preparing the Form WH-347.**

**Section II – Payroll Reviews**

**1-4 Compliance Reviews.**

a. **On-site interviews.** Every employer must make their employees available for interview at the job site with the Grant Administrator to other agency representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, on a form HUD-11, record of Employee Interview, and forward the interviews to the Grant Administrator.

b. **Project payroll reviews.** The Grant Administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification and rate of pay. The Grant Administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; and all other documentation as may be required.

"General Decision Number: NE20200061 02/14/2020

Superseded General Decision Number: NE20190061

State: Nebraska

Construction Type: Building
BUILDING CONSTRUCTION INCLUDING WORK ON INDUSTRIAL SITES

County: Seward County in Nebraska.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/03/2020 |
| 1 | 02/14/2020 |

CARP0427-002 06/01/2017

| | Rates | Fringes |
|---|---|---|
| CARPENTER (Including Acoustical Ceiling Installation) | $ 25.91 | 13.15 |

---

ELEC0265-003 09/02/2019

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | | |
| Zone 1 | $ 29.12 | 13.13 |
| Zone 2 | $ 29.42 | 13.15 |
| Zone 3 | $ 29.72 | 13.18 |
| Zone 4 | $ 30.12 | 13.21 |

ZONE DEFINITIONS:

Zone 1: 0 to 35 miles from the main Post Office in Lincoln
Zone 2: 36 to 50 miles from the main Post Office in Lincoln
Zone 3: 51 to 75 miles from the main Post Office in Lincoln
Zone 4: 76 miles and over from the main Post Office in Lincoln

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* ELEV0028-001 01/01/2020

| | Rates | Fringes |
|---|---|---|
| ELEVATOR MECHANIC | $ 45.94 | 34.765+a+b |

FOOTNOTE:
a. Vacation Pay: 8% for persons with 5 or more years of service, 6% for persons with less than 5 years of service.
b. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0571-004 10/01/2013

| | Rates | Fringes |
|---|---|---|
| OPERATOR: Crane | $ 27.08 | 10.69 |
| OPERATOR: Forklift | $ 21.70 | 10.69 |

---

IRON0021-002 06/01/2019

| | Rates | Fringes |
|---|---|---|
| IRONWORKER, STRUCTURAL | $ 30.69 | 17.24 |

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LABO1140-003 06/01/2017

| | Rates | Fringes |
|---|---|---|
| LABORER (Mason Tender, Brick & Hod) | $ 21.69 | 9.40 |

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PLUM0464-007 05/27/2018

| | Rates | Fringes |
|---|---|---|
| PIPEFITTER (Including HVAC Pipe Installation) | $ 36.64 | 17.56 |

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SHEE0003-002 07/01/2015

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER (Excludes Installation of HVAC Duct) | $ 32.89 | 14.93 |

---

SUNE2011-035 10/27/2011

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | $ 24.44 | 0.00 |
| CARPENTER | $ 18.48 | 1.78 |
| CEMENT MASON/CONCRETE FINISHER | $ 15.77 | 2.06 |

| | | |
|---|---|---|
| ELECTRICIAN (Alarm Installation) | $ 19.68 | 4.12 |
| ELECTRICIAN (Low Voltage Wiring) | $ 20.15 | 4.84 |
| FORM WORKER | $ 14.97 | 2.06 |
| LABORER: Common or General | $ 12.11 | 0.00 |
| OPERATOR: Backhoe/Excavator/Trackhoe | $ 20.68 | 4.93 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader | $ 21.72 | 2.10 |
| OPERATOR: Loader | $ 19.27 | 4.00 |
| PAINTER: Brush, Roller and Spray | $ 14.26 | 0.00 |
| PLUMBER, Excludes HVAC Pipe Installation | $ 22.92 | 6.00 |
| ROOFER | $ 13.57 | 0.77 |
| SHEET METAL WORKER (HVAC Duct Installation Only) | $ 21.89 | 6.30 |
| TRUCK DRIVER, Includes Dump and Tandem Truck | $ 14.09 | 2.49 |

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION"

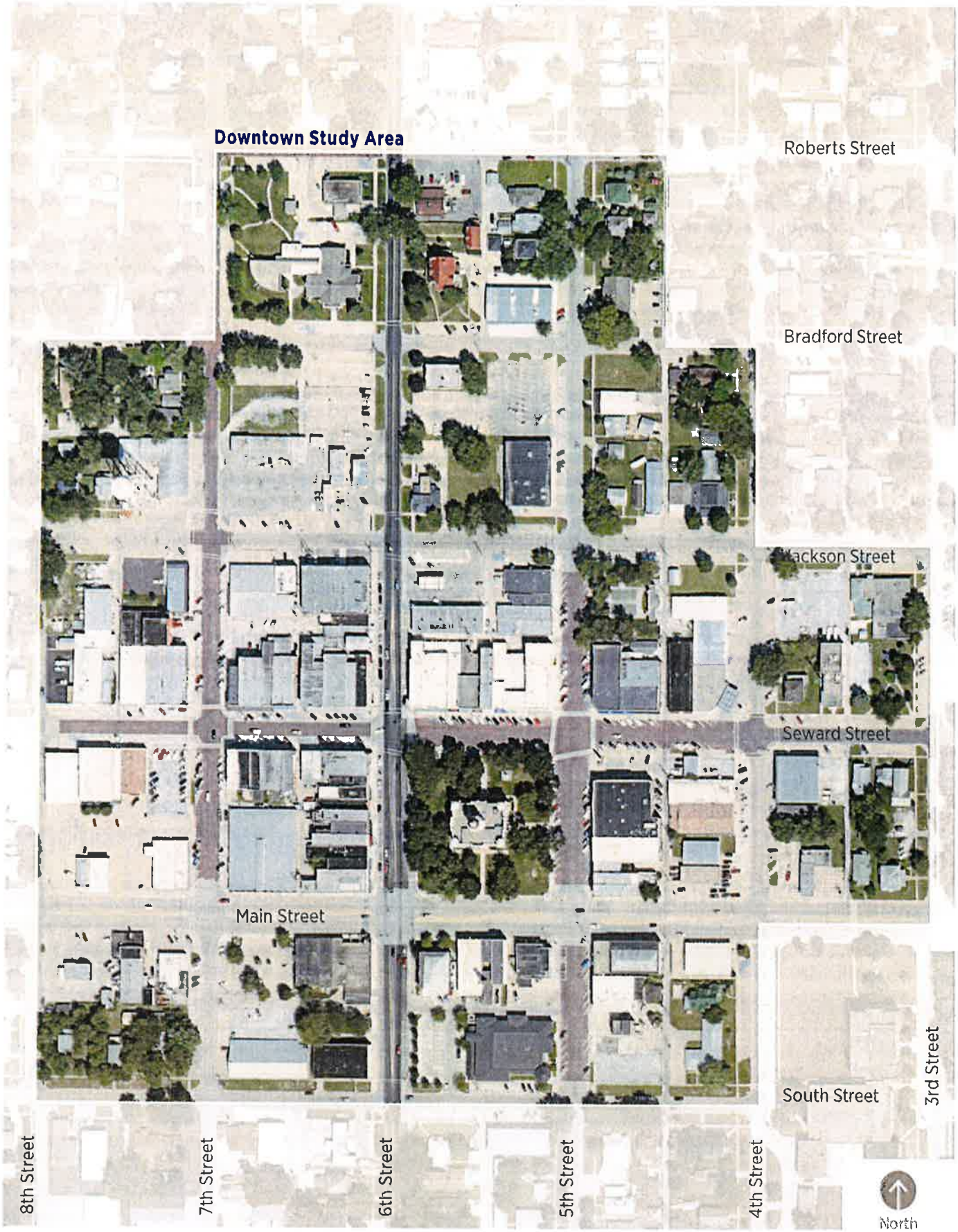



**Figure 1.1:** Downtown Study Area

# Historic Building Preservation Recommendations / Process

The role of the City/DTR Committee that follows the program guidelines is to preserve and re-develop a sense of place and community pride. Their role is to preserve the historic character of buildings within the Downtown District and provide guidelines for visual continuity in the appearance of the downtown. The goal of the program is to assist in the creation of a cohesive, cost effective, and vibrant downtown district and if applicable to restore, improve, or create historic architectural features to facades of buildings.

This document outlines acceptable practices and standards for rehabilitation and renovation of projects. The guidelines lessen the subjective nature of the granting process and give the City/DTR Committee and applicants criteria by which to make informed decisions.

These recommendations concentrate on the historical architecture and appearance of the building. They do not supersede applicable state and local building codes and regulations. The City/Design Committee reserves the right to deviate from these recommendations and the program guidelines to protect the community investment and approve the best qualified applicant possible.

Below is a list of five (5) guiding principles that summarizes the best practices for historic building preservation.

1. Do no harm.
2. Repair rather than replace.
3. Preserve character-defining features.
4. Use same or appropriate materials.
5. Use gentlest and least invasive methods possible.

These principles and guidelines summarize widely-accepted preservation practices described in further detail in the Secretary of Interior's Standards for Rehabilitation (Appendix A).

An outline of the façade grant application process.

1. Review Program Guidelines
2. Historical research / Building analysis
3. Exploratory Investigation
4. Contact Grantor/DTR Committee, if necessary
5. Prepare Application
6. Grantor/DTR Committee perform an initial review of application
7. Upon preliminary approval by the DTR committee, applications are forwarded to SENDD for a Tier II Environmental Review
8. After clearance from both the Tier II Environmental Review and the State Historic Preservation Office the DTR Committee will make a recommendation to the City Council for Final Approval
9. The City and Applicant will enter into a loan agreement.
10. SENDD will meet with the applicant and contractors to review Davis-Bacon (Labor Standards) and ensure the contractor(s) understand their responsibilities. SENDD will preform Davis-Bacon interviews, and will meet with applicant and contractor upon completion of the project for a final inspection.

**Historical Research**

Before beginning any rehabilitation project, thorough historical research must be conducted to provide sufficient documentation for the changes. Knowing the building's architectural background will give the necessary information to determine which features to preserve through repair, which to recreate, and which to remove altogether. It is this documentation the City/DTR Committee will refer to when helping an owner develop the design of the alterations. The City/DTR Committee recommends beginning this step early to allow sufficient time for the design and application process.

Photographs are a very important piece of documentation that can clearly show a building's historic features. Information on a building's construction history may be found in the County Recorder's office (https://seward.gisworkshop.com/). The National Register of Historic Places Inventory may also have information such as the name of structure, address, wall material, over-all shape, dimensions (if known), number of stories, roof type, interesting exterior features, date of construction, alterations, style (if applicable), and known architect/builder:

https://npgallery.nps.gov/NRHP/GetAsset/cb559a0a-54d0-4f91-ac75-09eb90552b06?branding=NRHP

For further information, SHPO encourages applicants to contact their office at (402) 471-4787.

**Building Analysis**

With information about the building's historical appearance, examine the building's current façade. Commercial buildings such as those in the downtown district can be subdivided into three (3) parts: the storefront, the upper stories, and the cornice (Figure 1). Most downtown buildings consist of a storefront and only one upper story, although a few three-story buildings may remain.

The storefront elements consist of an entrance (often recessed), display windows, a bulkhead under the display windows, transom windows over the storefront, and sometimes a sign board, fascia sign or additional cornice. The majority of commercial buildings have either an awning or canopy providing protection for pedestrians. The first floor also may contain an entrance to the upper floors. Later buildings may lack several elements of traditional storefronts such as transom windows, or decorative details.

Upper floors are characterized by smaller window openings that repeat on each floor. These windows may vary in size, type, and decoration but usually are the same for each floor. Other facade details may be present on the upper level facades such as brick banding, corbelling, metal grilles or decorative panels.

The cornice decorates the top of the building and may be made of metal, masonry, or wood. Some decorative cornices project from the building while an ornamental band delineates others. The top of the wall may have a patterned brick band or may have a coping of brick, concrete, or metal.

Evaluate which of the building's character defining features still remain, which have been destroyed, and which are merely covered by modern additions or renovations.

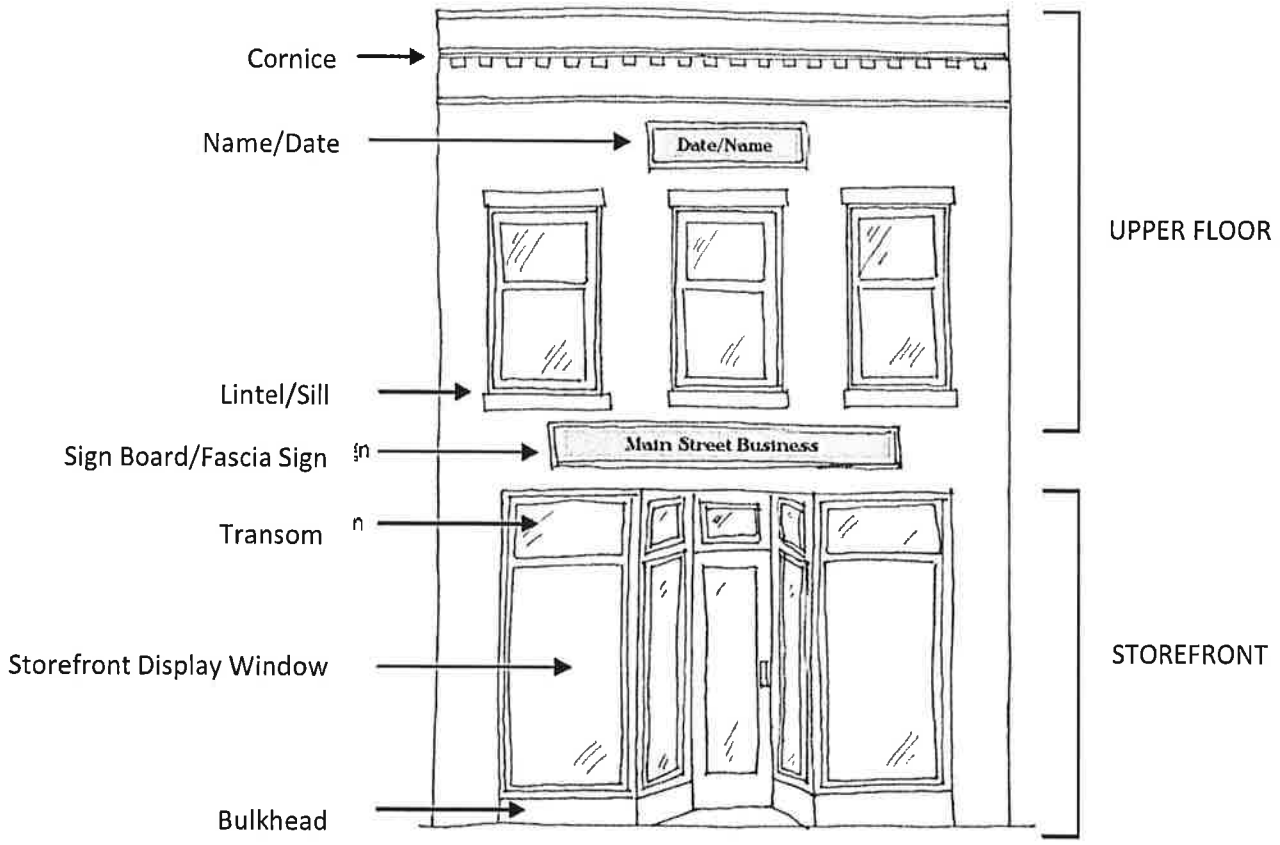



**Figure 1. Typical Commercial Building Features**

**Exploratory Investigation**

On commercial buildings, modern materials may have been applied over the original facades. To determine the integrity of the historic materials, a small, inconspicuous area should be uncovered. In many instances, the materials and features are preserved and intact. Other times, the modern materials have trapped moisture and accelerated the rot or decomposition. This exploratory investigation provides the owner with important information on the amount of repair or replacement the project will require. This cost of this exploratory work is not covered in the façade grant monies.

**Review Program Guidelines**

Façade grant applicants should make themselves familiar with the program guidelines described in this document. They outline the eligible improvements and processes that need to be followed. Although these recommendations describe some of the best practices, the City/DTR Committee will work with each owner to develop a plan that preserves and highlights the historic character of that building. Together the guidelines are a standard for which the Downtown Community strives.

**Prepare Application**

Once the applicant has finalized the scope of their project or façade design, the applicant should begin to gather necessary application materials. Complete application materials are included in the program guidelines under **V. Supporting Data Checklist**. From the design plan, the applicant should create a detailed scope of work describing nature of the work to be done. This scope should be presented to contractors to solicit at least two detailed bid estimates for all major project components. Other elements included in the application are a project budget and timeline to keep the project running smoothly and on task.

**City/DTR Committee Review of Application and Award**

The applicant will submit the application to the DTR Committee. Satisfactory applications that meet all the grant criteria and applicable design guidelines will be considered for final decision on grant awards. A satisfactory review of the project and application by the DTR Committee staff does not guarantee an applicant will receive a grant.

# Community Development Block Grant

## Seward DTR Façade Improvement / Commercial Rehab Program

Seward submitted an application to undertake community development activities authorized under the Housing and Community Development Act of 1974 and its corresponding federal regulations. Projects funding under the Community Development Block Grant (CDBG) must meet a national objective. Seward is fulfilling the national objective of eliminating slum and blighted areas (SBA). The City of Seward as a Grantee must also meet CDBG Regulations and Uniform Administrative Requirements.

The purpose of Seward's Downtown Revitalization Program is to improve downtown buildings by restoring, renovating, replacing, or reconstructing facades, structural repairs, exterior building repairs, and internal code compliance. Further program details and eligible improvements are outlined in the City's Program Guidelines.

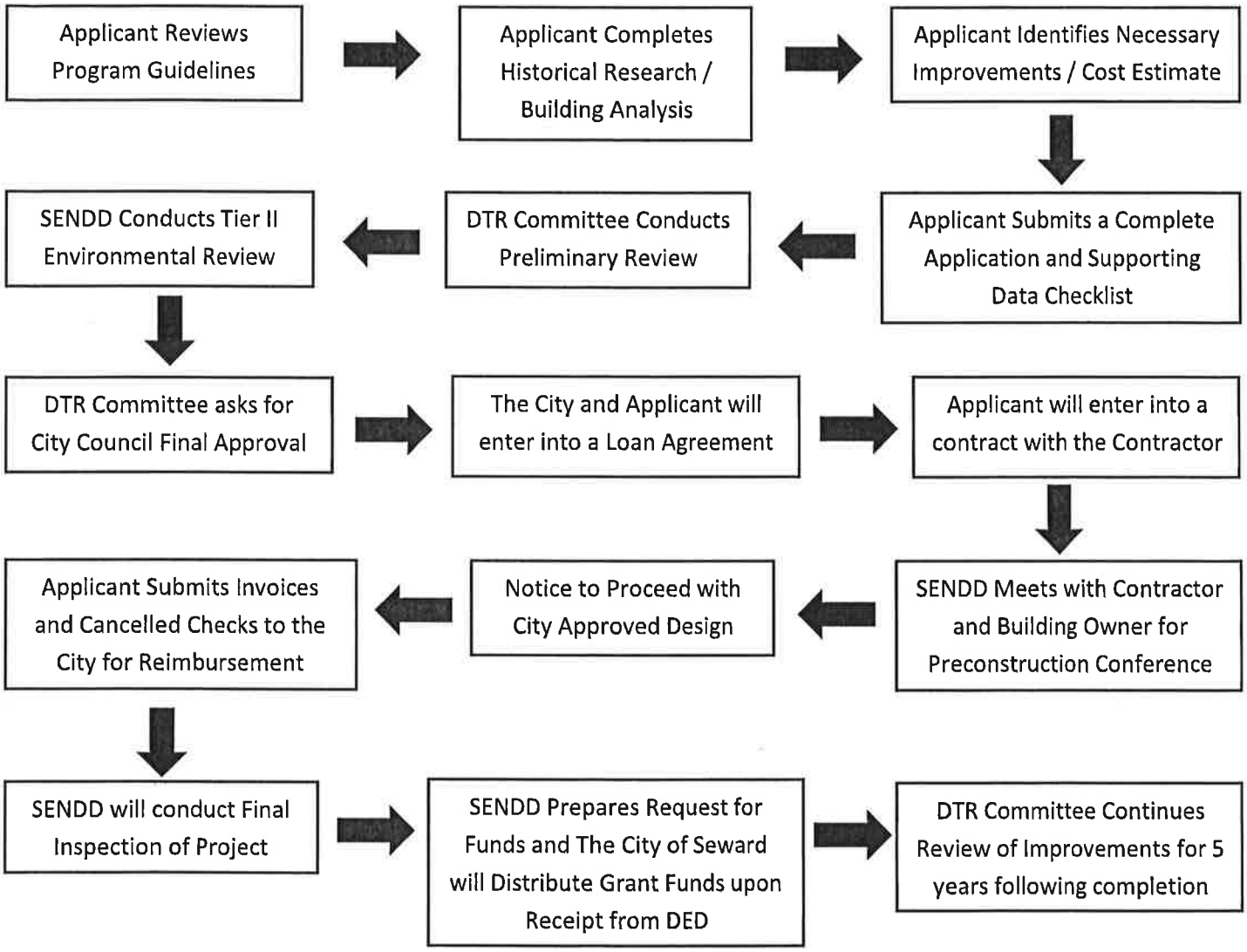
**Key Points to Follow:**

- Improvements must be in accordance with historic preservation. Having a designated historic district provides access to grants, tax incentives, and assistance with preservation. Building owners can do whatever they want to their building when there are no Federal dollars involved. Through the Federal CDBG program, any changes/improvements made to the building must be reviewed by the State Historic Preservation Office (SHPO). SHPO encourages applicants to contact them with questions early in the planning stages to clarify expectations before plans are finalized.
- Participants in the programs must follow the City's approved Program Guidelines. These guidelines outline eligible projects, requirements, priorities, timelines, and program design. Please contact Greg Butcher or a member of the DTR Committee with questions regarding potential projects, the application process, and questions related to the program.
- Projects involving code compliance such as electrical, structural, and ADA accessibility are subject to an inspection and documentation through the City of Seward. Applications submitted for "interior rehabilitation" may be subject to review by the Department of Economic Development prior to approval by the City. Please contact Ed Gonzalez if you are considering a project involving code compliance or if you have any questions related to city regulations.
- All contractors are required to have a Data Universal Number System (DUNS) number and must be registered on the System for Award Management (SAM) prior to signing a contract with the applicant. A DUNS number can be obtained by calling the request line, and contractors can register for SAM's at sam.gov. Quentin Farley at the Nebraska Business Development Center is a great resource for contractors needed assistance with this process.
- Upon City Council approval, business owners and the contractors involved with the project will meet with SENDD staff to conduct a preconstruction conference to ensure the contractors comply with Davis-Bacon requirements. After completion of all required documents the CDBG Administrator will issue a Notice to Proceed. Trey Ertmer will serve as the program contact for questions related to Labor Standards or contractor requirements.

**PROCESS FLOWCHART AND CONTACTS, ON BACK**

**Please Note: ABSOLUTELY NO WORK CAN BEGIN until applicant receives ORDER TO PROCEED from the City of Seward.**

**Flowchart:**




**Contacts:**

**Historic Preservation:**
State Historical Preservation Office
Jill Dolberg, Review and Compliance Coordinator
402-471-4773

**Downtown Revitalization Program:**
City of Seward
Greg Butcher, City Administrator
402-643-2928

**Code Compliance:**
City of Seward, Building and Inspection Department
Tim Dworak, Building/Zoning & Code Enforcement Director
402-643-4000 (ext. 3)

**SAM Registration / Duns #:**
Nebraska Business Development Center
Quentin Farley, Consultant
402-472-1177

**Davis-Bacon Labor Standards / Construction Management:**
Southeast Nebraska Development District
Trey Ertmer, Program Contact
402-475-2560

# Proposal

Page No. of Pages

**AWNING CLASSICS**
3711 TOUZALIN AVENUE
LINCOLN, NE 68507
(402) 464-8393

| | | | |
|---|---|---|---|
| PROPOSAL SUBMITTED TO: SUHR & LICHTY INS. | | PHONE: 643-2911 | DATE: 4/4/2020 |
| STREET | | JOB NAME: South Building | |
| CITY, STATE and ZIP CODE: Seward, NE | | JOB LOCATION | |
| ARCHITECT | DATE OF PLANS | | JOB PHONE |

We hereby submit specifications and estimates for:

1 Riviera Style Awning

23'8" Wide
3'-0" Drop
4'-0" Projection

Frame to be 1" sq welded Alum.
Fabric to be Sunbrella your choice of color. Midnight #14610

$1800.00
Tax 58.73
$1858.73

Price Including Installation

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of: Eighteen Hundred Fifty Eight and 73/100 dollars ($ 1858.73).

Payment to be made as follows: 1/2 Down at acceptance
1/2 at Completion

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

Authorized Signature: Jim Dustman

Note: This proposal may be withdrawn by us if not accepted within _____ days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

# Sales Agreement

Business Office
6319 Ames Ave.
Omaha, NE
(402) 453-9443

## ALLIED AWNING & SIDING

| | | | |
|---|---|---|---|
| PROPOSAL SUBMITTED TO: Suhrt Lichty | | PHONE: 643-6249 | DATE: 4-21-18 |
| STREET: 145 N 5th | | JOB NAME: | |
| CITY, STATE AND ZIP CODE: Seward NE | | JOB LOCATION: Same | |
| ARCHITECT: | DATE OF PLANS: | | JOB PHONE: |

Price to Take Down Existing - 475.00

To manufacture & install 4 - total Awnings 911 Aluminum welded frame Staplestitch tubing

Mat - 80" all Blk Sunbrella 10 yr manufacturer warranty - fading or shrinking

Lettering as per diagram - changes still acceptable
Need print ready artwork - 5-pg form

1 - Awning 23'10" wide
4'6" Drop
4'0 proj 3480.00

[redacted]

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Three Thousand Nine Hundred Fifty Five dollars ($ $3,955

Payment to be made as follows:

Include mat & labor

All material is guaranteed to be as specified. All work to be completed in workmanship like manner according to standard practices. All contracts will be subject to approval by management within three (3) days. Any alteration or deviation from above specifications involving extra cost will be executed upon oral or written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. After recession period has expired this contract carries a 25% cancellation penalty of total amount of Contract.

Authorized Signature: [signature]

Note: This proposal may be withdrawn by us if not accepted within 10 days.

**Acceptance of Agreement** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

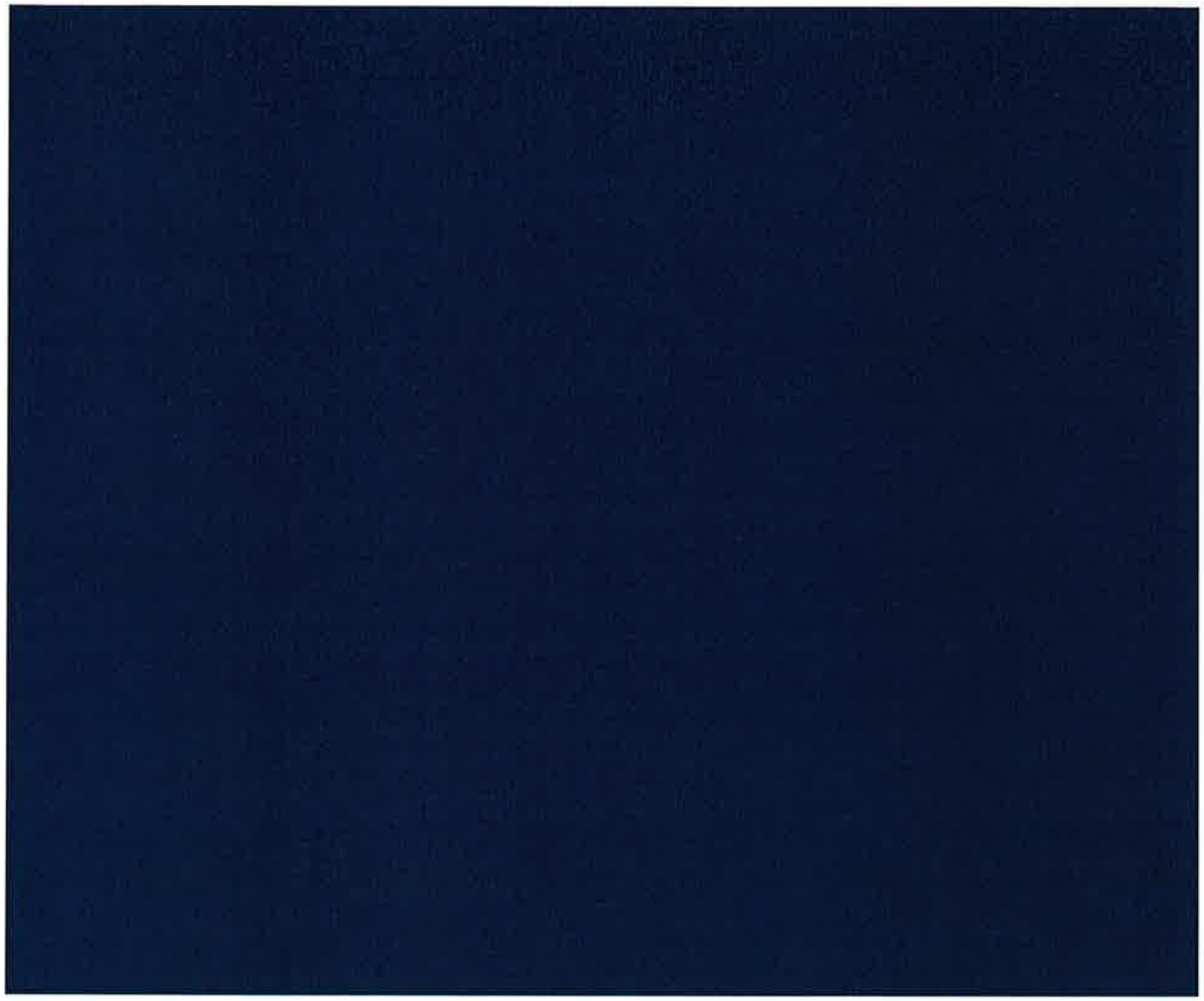
Signature _____

Signature _____

**YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANYTIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF TRANSACTION**

141

141
141
GBE



Awning Color, no graphics on awning.

City of
SEWARD Nebraska

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

# City of Seward Downtown Revitalization

# Façade Improvement Commercial Rehabilitation Grant Program

Items Included:

1. Program Guidelines
2. Program/Application Instructions
3. Application
4. Davis Bacon Labor Standard – Contractor's Guide
5. Seward County Wage Determination – 3/3/20
6. Downtown Revitalization Area Map
7. Historic Preservation Information
6. Program Process Flowchart and Contacts

**Application Deadline: Wednesday April 8, 2020, 4:00 p.m., at Seward City Hall, 537 Main St., Seward, NE 68434.**

**Questions:**

**Greg Butcher, Seward City Administrator – 402-643-2928**

**Jonathan Jank, SCCDP President & CEO – 402-643-4189**

**Trey Ertmer, SENDD/Grant Administrator – 402-475-2560**

**CITY OF SEWARD MISSION STATEMENT**
Our City promotes genuine community spirit by providing
friendly, quality services to people who live, work and play in Seward.
*"Nebraska's Official 4th of July City"*

City of
SEWARD Nebraska

P.O. Box 38 • 537 Main Street
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# DOWNTOWN REVITALIZATION FAÇADE IMPROVEMENT/COMMERCIAL REHABILITATION PROGRAM

## I. Program Overview

**Statement of Purpose:**
To improve downtown buildings by restoring, renovating, replacing, or reconstructing facades, structural repairs, exterior building repairs, and internal code compliance. These improvements will be in accordance with historic preservation to achieve five (5) significant goals and are part of an overall strategy to attract consumers and new businesses, as well as to support existing businesses. These five (5) goals are:

1. Enhance the environmental and historical quality of the Downtown area.
2. Improve the economic potential of individual buildings and the Downtown area.
3. Strengthen property values.
4. Improve the blighted appearance of buildings.
5. Encourage pride in the downtown area.

**Funding Mechanism:**
A DTR façade improvement program administered by the City of Seward and funded by the Community Development Block Grant Downtown Revitalization funds.

**Program Details:**

- Available to property owners, business owners, and tenants within the designated DTR Revitalization Area as identified in the 2017 Phase 1 DTR Study prepared by RDG Planning and Design.
- Eligible improvements include the rehabilitation of buildings.
- Single family residences shall not be eligible for this program.
- The Seward City Council shall appoint a Downtown Revitalization Committee ("DTR Committee"), whom shall also be the currently serving members of the City of Seward LB 840 Application Review Board.
- Application deadline will be determined by the DTR Committee. If funds are still available after the first application cycle, additional cycles will be determined by the DTR Committee.
- Requires a minimum 50% match.
- Request amounts and design will be reviewed by the DTR Committee.
- The DTR Committee will make project funding recommendations to the Seward City Council, with the City Council making the awards.

- Work must be completed and invoices submitted before May 31, 2020.

## II. Program Guidelines

The purpose of this program is to assist in the creation of a cohesive, cost-effective, and vibrant downtown district and if applicable to restore, improve, or create historic architectural features to facades of buildings anywhere within Downtown Seward as identified within the 2017 Downtown Revitalization Plan.

1. Eligible improvements include the rehabilitation of sidewalk, building facades, and building structural components. Eligible improvements include but are not limited to:
    - Brick/masonry repair or restoration.
    - New or replacement of awnings and signs.
    - Exterior wall repairs, including the repair, restorative installation of decorative details and other design features.
    - Building mounted façade lighting.
    - Entries, door and window repairs and replacements.
    - Miscellaneous façade improvements.
    - Façade code violation eradication.
    - Repairs of building code compliance issues identified in an inspection conducted by the City of Seward.
    - Painting is eligible for exterior façade improvements in combination with above activities or permanent signage for restoration and historic preservation that are fixed to structure.

2. Requires a minimum 50% match by the applicant. Matching funds by the applicant may not be from City of Seward LB 840 Funds or City of Seward CDBG Reuse Loan Funds (RLF).

3. Projects shall be located in the designated downtown revitalization area as stated in the City of Seward 2017 Downtown Revitalization Plan. Copy of the designated map is attached hereto as Exhibit "A".

4. Request amounts and design will be reviewed by the DTR Committee. The DTR Committee will make project funding recommendations for approval by the Seward City Council. The DTR Committee shall prioritize qualifying project applications based upon the percentage of matching funds contributed by the applicant. Qualifying applicants which contribute above the 50% match minimum will be given first priority and shall be ranked on such basis. (Ex: Façade project for $50,000, applicant to cover $30,000 (60%) will be given priority over masonry project for $50,000 with applicant to cover $27,500 (55%). The purpose in such ranking is to leverage the most funds into qualifying downtown projects.

5. Each application will be considered solely on its merits, without regard to age (provided the applicant is of age as prescribed by law), color, creed, marital status, national origin, political party affiliation, race or gender of the applicant(s).

6. Applicants will be notified via first class mail of the recommendation of the DTR Committee and the final approval/non-approval by the City Council in an authorizing document signed and dated by the Mayor.

7. $35,000 shall be set aside for administrative costs, and $8,000 for construction management.

8. $307,000 was initially set aside for forgivable loans in amount greater than $1,000 but no greater than $50,000, for eligible applicants and eligible improvements. Currently there are approximately $75,000 in funds available.

9. The DTR project funds will be reimbursed to the applicant for eligible project costs and will become a five (5) year forgivable loan. The loan will be prorated at 20% forgiven each year. This is done to insure that the improvements will remain in place.

10. The five (5) year forgivable loan can be transferred by the property owner at the time of a sale to the purchaser if approved by the Seward City Council.

11. For each forgivable loan, the applicant will be required to sign a Promissory Note and the property owner will be required to sign a Deed of Trust.

12. Improvements must remain intact for a minimum period of five (5) years from the date of completion. Changes to funded improvements prior to five (5) years may trigger repayment.

13. Where practical, building facades shall be resorted to historic standards. If it is deemed not practical by the DTR Committee then a similar architectural design shall be used.

14. If a building does not have a historic significant architectural design or feature, another proposed design may be submitted to qualify for the program.

15. No work for which funding is sought shall begin until authorized by the CDBG Grant Administrator.

16. To qualify for funds, an application with appropriate conceptual plans and other documents must be submitted to the Seward City Clerk, 537 Main Street, Seward, NE 68434.

17. The work proposed by the applicant requires at least two (2) bids from outside sources to verify that costs are within reasonable parameters. The DTR Committee may waive this requirement in special circumstances.

18. All projects must comply with City of Seward Building Codes as currently adopted by the City as well as all relevant Nebraska Statutes, Rules and Regulations.

19. Contractors are required to comply with Davis-Bacon Wage Determinations, System for Award Management (SAM) registration, and E-Verify requirements.

20. Applicants are responsible for any architectural fees, preparing design specifications, any engineering, and any other costs.

21. Attestation of U.S. Citizenship form will be required if applicant is an individual or a sole proprietor.

22. Projects are subject to a Tier II environmental review and approval from the State Historical Preservation Office (SHPO).

23. All amendments to the program guidelines shall be approved by the Seward City Council with prior approval or recommendation of the Nebraska Department of Economic Development.

## III. Implementation Guidelines

For the benefit of the entire City of Seward, this Program encourages the improvement of facades and buildings in the downtown district, so as to accentuate the historic elements of the district through the restoration, renovation, replacement, or reconstruction of facades and buildings, as defined:

***Façade*** shall mean the exterior wall of a building exposed to public view from the building's exterior. This will typically include a visual impact with items such as awnings, windows, and signage.

***Restoration*** is the preferred treatment for building facades and improvements. Restoration is most applicable to buildings where there has been very little change to the building over time. This results in the return of the building to its original appearance through the use of authentic materials and the replication of missing or deteriorated components.

***Renovation*** results in improvements which do not attempt to return the building to its original appearance. Improvements made should be sensitive to historic details and materials and should respect whatever original character remains.

***Replacement*** of facades or improvements is appropriate when the majority of the original façade or building is missing or has been significantly altered so as to make restoration or renovation impractical. Designs should select materials, dimensions, and architectural details that are similar or compatible to surrounding buildings such as height, size and spacing, materials, and colors. **It should be noted that in some cases the current façade alterations may be considered historic in their own right, even if the current look is not original. Projects that intend to replace any aspects of the façade or structure are encouraged to consult with SHPO before application to identify potential project challenges.**

***Reconstruction*** takes place when the building and its features no longer exist. With reconstruction, designs are created through new construction to replicate, mimic, resemble, or accentuate historic period details.

**SHPO encourages applicants to contact their office before final project plans are made. Early contact with their office can help identify potential project delays and clarify what may be considered appropriate or inappropriate work for grant projects. SHPO may be reached at 402-471-4787.**

## IV. Design and Document Approval Flow Chart

1. The City undertook a thorough Phase I DTR planning process to gauge community interest. Based on the strong support for the City's proposed DTR Phase II project, stakeholders, City leaders, and CBD business/building owners vetted the proposed plan. The City of Seward and Seward County Chamber & Development Partnership (SCCDP) will promote the program with ongoing advertisement through the Partnership's Facebook page, Seward (Nebraska) Community Chat's group (4,889 members), monthly Blue River Buzz e-newsletter (over 800 subscribers), and through hand-delivering applications.

2. Application is filled out and submitted to City Clerk, 537 Main Street, Seward, NE 68434, along with sketches and a description of the intended use of the funds, which may be amended.

    a. Note: Sketches and description of the planned improvements need only be conceptual but must show enough detail so the DTR Committee can make comments and recommendations.

3. The DTR Committee conducts a preliminary review of the applications.

4. Applications receiving preliminary approval by the DTR Committee are forwarded to the CDBG Grant Administrator for a Tier II environmental review.

5. If the applicant wishes to participate in the program, then the applicant arranges for preparation of construction drawings and price quotations and provides a copy for review. If no changes are suggested by the DTR Committee, the applicant completes the application material outlined under "Supporting Data Checklist" and submits two (2) copies to the City of Seward.

6. The DTR Committee reviews the formal application and makes a recommendation to the City Council.

7. The City Council awards funding.

8. CDBG Administrator meets with the applicant and contractors to review and complete paperwork and legal documents at a preconstruction meeting.

9. After formal approval and completion of all necessary documents the CDBG Administrator issues a Notice to Proceed to the applicant.

10. After receiving the Notice to Proceed the project is started according to approved design. Any changes must be reviewed by the DTR Committee, SHPO, undergo further Tier II environmental review, and be approved by the City Council in an authorizing document signed and dated by the Mayor.

11. The applicant must ensure that the selected contractor is aware of Davis Bacon Wage Requirements prior to final selection of the contractor. SENDD will serve as the Labor Standards Compliance Officer.

12. The Contractor must be registered on the System for Award Management (SAM) prior to signing of the contract between the applicant and contractor.

13. The Contractor must work with the CDBG Grant Administrator.

14. The applicant must submit invoices and corresponding cancelled checks to the City.

15. At the project completion, the CDBG Grant Administrator will conduct a final review to ensure that the project has been completed as proposed in an authorizing document signed and dated by the Mayor.

16. The CDBG Grant Administrator prepares the grant drawdown documents.

17. The City of Seward will distribute grant funds as a forgivable loan to the applicant upon receipt from Nebraska Department of Economic Development.

18. The DTR Committee reviews façade and building improvements annually for a period of five (5) years to ensure that approved designs remain intact.

## V. Supporting Data Checklist

The following information shall be submitted with the application.

Façade:

- Provide a drawing of changes
- Submit two (2) detailed written estimates from contractors of your choice
- Submit color photo of existing façade on all exposed sides
- Timeline for the proposed improvements

Paint:

- Provide samples of the colors chosen
- Mark which color will be the body color and which will be accent colors
- Note where each color will be used
- Submit two (2) detailed written estimates from contractors of your choice

- Submit color photo of existing façade on all exposed sides
- Timeline for the proposed improvements.

Windows:

- Provide details on windows being replaced
- Provide details on replacement windows
- Submit two (2) detailed written estimates from contractors of your choice
- Submit color photo of existing façade on all exposed sides
- Timeline for the proposed improvements.

Sidewalk:

- Provide details on the sidewalk to be replaced
- Provide details on if the existing sidewalk is hollow
- Submit two (2) detailed written estimates from contractors of your choice
- Submit color photo of all existing sidewalk
- Timeline for the proposed improvements.

Structural/Building Code Compliance:

- Provide details of the structural components or code issues to be replaced or repaired
- Note where these items are located
- Provide details on the condition of the existing items
- Submit two (2) detailed written estimates from contractors of your choice
- Submit color photos of existing conditions
- Submit a copy of a code inspection conducted by the City of Seward
- Timeline for the proposed improvements.

All:

- Submit signed Hold Harmless Agreement
- If applying as an individual or sole proprietor, submit signed Attestation of U.S. Citizenship
- If applying as a business owner or tenant, provide written authorization from the property owner for the improvements
- Submit a copy of City building permit, if applicable.

**Conflict of Interest**

No member of the governing body of the City of Seward and no other official, employee or agent of those organizations who exercises policy, decision-making functions or responsibilities in connection with the planning and implementation of this program shall:

- be directly or indirectly eligible for this Program;
- accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub agreement;
- obtain a financial interest or benefit from a Program activity;
- have an interest in any contract, subcontract or agreement for themselves or for persons with business or family ties.

**Grievance Procedure**

Complaints concerning the Downtown Revitalization Program shall be in writing and addressed to the DTR Committee. A written response will be made within 15 working days. If the project owner is not satisfied, complaints may be filed with the City Council. The City Council shall meet, as soon as practicable, to review all factors in the complaint for a determination and solution.

City of
SEWARD Nebraska

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

# DTR Grant Instructions

Because the grants for the Seward Downtown Revitalization projects are funded by a federal Community Development Block Grant (CDBG) which is administered by the Nebraska Department of Economic Development (DED) the following instructions must be fulfilled in their entirety (as applicable):

1. **Façade Improvement/Commercial Rehab Program**
   - Review the program guidelines.

2. **Application**
   - Complete the application and return it to Bonnie Otte, Seward City Clerk, 537 Main Street, Seward, NE 68434, **by 4:00pm Wednesday, April 8, 2020**.

3. **Citizenship Attestation**
   - The United States Citizenship Attestation form must be signed and returned to Bonnie Otte.

4. **Release and Hold Harmless Agreement**
   - The Release and Hold Harmless Agreement must be signed and returned to Bonnie Otte.

5. **Work Plan**
   - Attach all quotes from vendors and contractors for labor and materials for work to be completed.

6. **Section 106**
   - The purpose of Section 106 Review is to ensure that any changes to historic buildings using CDBG or other federal funds do not have an adverse effect on the structure's historic integrity.
   - The State Historic Preservation Office (SHPO) must approve all projects before they can be funded.

7. **Davis-Bacon Act**
   - The purpose of the Davis-Bacon Act is to ensure that the local prevailing wage is paid to contractors and their employees

- All grant recipients, contractors and subcontractors must comply with the Davis-Bacon Act. The following applicable documents are attached:
    i. Davis-Bacon Labor Standards Contractor's Guide: Provides overview of payroll and wage requirements for contractors and subcontractors.
    ii. Prevailing wage determinations

**8. SAM.gov Registration**

- As of April 20, 2015, any entity receiving CDBG funds is required to register with the website SAM.gov. This includes all Seward Downtown Revitalization grant recipients, contractors and subcontractors, SAM stands for System Administration Management and allows the state and federal government to be assured the vendors and grant recipients are legitimate businesses, even if they are a sole proprietorship.
- You will need to create a user account, enter a DUNS number (which is a 9 digit identifying number that can be obtained from the Dunn and Bradstreet link on SAM.gov.) and register your business. If you have any problems or questions, please call Trey Ertmer, Southeast Nebraska Development District (SENDD) CDBG Administrator at (402) 475-2560.
- DED provides guidance on this matter. The guidance notes that "registrants are required to complete a one-time registration. This registration must be re-certified annually." See below and also additional guidance at: www.sam.gov

**9. Project Construction**

- Grant recipients shall not proceed with the project until they have received a written Notice to Proceed from the City of Seward.
- Contact Trey Ertmer (SENDD) when a contractor or subcontractor begins work on a project. To comply with Davis-Bacon Act, Trey must conduct an interview with the contractors and workers to be sure they are being paid the prevailing wage. This is a requirement of the DED and federal law.
- If any deviation from the plan approved by SHPO is required, please consult with Trey and he will provide guidance and resubmit the revision to SHPO if necessary.

**10. Request for Reimbursement**

- A grant recipient is eligible to submit a Request for Reimbursement once they have completed and paid for work in excess of their minimum match requirement. The grants require at least a 50% match.
- Complete the attached Request for Reimbursement form and submit to Trey Ertmer with the following documentation to prove compliance with the Davis-Bacon Act.

i. Invoice from each contractor/vendor for work completed.
ii. Cancelled check or bank statement proving the the work from the invoice has been paid to the contractor/vendor.
iii. Weekly certified payrolls (timesheets per the Contractor's Guide for the Davis-Bacon Act).

- The Request for Reimbursement must be approved by Trey Ertmer to ensure compliance with Section 106 and the Davis-Bacon Act. If applicable, the Building Official must inspect work to ensure it complies with applicable building codes.
- Once approved, Trey Ertmer (SENDD) will request a draw-down from the Department of Economic Development. The minimum draw-down request for a CDBG grant per DED regulations is $5,000. Therefore, if a grant recipient's Request for Reimbursement is less than $5,000 it will not be submitted to the DED until additional Requests for Reimbursement are received so the aggregate total is $5,000 or greater. The City will work to ensure reimbursements are requested in a timely manner.
- The City will reimburse the grant recipient for any Request for Reimbursement once the funds are received from the DED.

**11. Contact Information**

- Trey Ertmer, DTR Grant Administrator
  Southeast Nebraska Development District (SENDD)
  (402) 475-2560
  tertmer@sendd.org
- Greg Butcher, City Administrator
  City of Seward
  (402) 643-2928
  greg.butcher@cityofsewardne.gov
- Bonnie Otte, City Clerk
  City of Seward
  (402) 643-2928
  bonnie.otte@cityofsewardne.gov

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# Application

## Seward Facade Improvement/Commercial Rehabilitation Program

**(Attach additional pages to provide additional information.)**

Applicant Name: Thomas A. Suhr + Mark A. Suhr

Applicant's Phone Number: 402 643 2911

Applicant's Email Address: Tsuhr@suhrlichty.com

Business Name: Suhr + Lichty Insurance Agency Inc

Property Owner: Mark A Suhr

Property Address: 145 N 5th st

Property Legal Description: Seward original Town Block 6 #lots 1-3 -INC TLS 30-31

Type of façade improvement planned (see Design Guidelines)

___ Restoration  X Renovation  ____ Replacement  ____ Reconstruction

Structural alterations: _____

Cosmetic alterations (i.e. moldings): _____

Painting (approximate sq. ft. area): _____

Interior Improvements: _____

Specify other work (i.e. awnings): new / replacment awnings + exterior lighting

Total cost of project: $8,867

DTR Project Funds Amount requested: $ $4,433.50

# Release and Hold Harmless Agreement

Release executed on this 2nd day of April, 2020,
by (Property Owner) Mark A Suhr and
(Business owner if applicable) _____, of
(Street Address) 145 N 5th St, City of Seward, State of Nebraska, referred to as Releaser(s).

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

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

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

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

Mark A Suhr
Signature of Property Owner

Mark A Suhr
Signature of Business owner (if applicable)

MARK SUHR PRESIDENT
Printed Name & Title of Property Owner

MARK A SUHR PRESIDENT
Printed Name & Title of Business Owner

4/2/2020
Date

4/2/2020
Date

I hereby submit the attached plans, specifications and color samples for the proposed project, and understand that these must be approved by the City of Seward. No work may begin until I have received written notice to proceed from the City of Seward. I further understand that the project must be completed by November 8, 2019. Grant funds will not be paid until the project is commenced. If the City has not received correspondence in that time frame, the funds will be reallocated. I agree to leave the completed project in its approved design and colors for a period of five (5) years from the date of completion. If changed before the end of five (5) years, I agree to pay back the funded amount.

Signature of Property Owner

Signature of Business Owner (if applicable)

MARK SUHR PRESIDENT

Printed Name & Title of Property Owner

MARK A SUHR OWNER

Printed Name & Title of Business Owner

4/2[illegible] 2020

Date

4/2[illegible] 2020

Date

## Attestation of U.S. Citizenship

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

X I am a citizen of the United States

-OR-

____ I am a qualified alien under the Federal Immigration and Nationality Act, my immigration status and alien number are as follows:
_____, and I agree to provide a copy of my USCIS documentation upon request.

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

Printed Name:
MARK A S GHR
First Middle Last

Signature: Mark A Sahr

Date: 4/20/2020

City of
SEWARD Nebraska

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

# DAVIS-BACON LABOR STANDARD

Contractor's Guide

## Section I – The Basics

### 1-1 The Wage Decision.

All Community Development Block grant (CDBG) Contractors must comply with the Prevailing Wage Requirements. Davis-Bacon labor standards stipulate the wage payment requirements for Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed.

a. **The work classification and wage rates.** A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. A Project Wage Rate Sheet will be provided with prevailing wages and fringe benefits.
b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the Project Wage Rate Sheet and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc.

### 1-2 Additional "Trade" Classifications and Wage Rates.

What if the work classification you need isn't on the wage decision? Please contact Trey Ertmer, Grant Administrator at the SENDD, phone (402) 475-2560.

### 1-3 Certified Payroll Reports.

You will need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It is recommended to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

a. **Payroll formats**. Please use DOL's WH-347, Payroll. You may access a fillable version of the WH-347 online at HUD Clips (HUD Forms and Publications): https://www.dol.gov/whd/forms/wh347.pdf
b. **Payroll certifications.** The weekly payrolls are called certified because each payroll is signed and contains language certifying that the information is true and correct. Please make sure to include the signed second sheet.

c. **"No Work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if you firm is not working on the project but will be returning to the job in a couple of weeks. However, if you know that your firm will not be working on the project for an extended period of time, please send a short note to the Grant Administrator, Trey Ertmer, to let him know about the break in work and to give an approximate date when you will return to the project. If you number payrolls consecutively or if you send a note, you do not need to send "no work" payrolls.

d. **Payroll retention.** Every contractor must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least three (3) years.

e. **Payroll inspections.** In addition to submitting payrolls to the Grant Administrator, every contractor must make their copy of the payrolls and other basic records available for review of copying to any authorized representative.

f. **Please feel free to contact the Grant Administrator with any questions while preparing the Form WH-347.**

**Section II – Payroll Reviews**

**1-4 Compliance Reviews.**

a. **On-site interviews.** Every employer must make their employees available for interview at the job site with the Grant Administrator to other agency representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, on a form HUD-11, record of Employee Interview, and forward the interviews to the Grant Administrator.

b. **Project payroll reviews.** The Grant Administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification and rate of pay. The Grant Administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; and all other documentation as may be required.

"General Decision Number: NE20200061 02/14/2020

Superseded General Decision Number: NE20190061

State: Nebraska

Construction Type: Building
BUILDING CONSTRUCTION INCLUDING WORK ON INDUSTRIAL SITES

County: Seward County in Nebraska.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/03/2020 |
| 1 | 02/14/2020 |

CARP0427-002 06/01/2017

| | Rates | Fringes |
|---|---|---|
| CARPENTER (Including Acoustical Ceiling Installation) | $ 25.91 | 13.15 |

---

ELEC0265-003 09/02/2019

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | | |
| Zone 1 | $ 29.12 | 13.13 |
| Zone 2 | $ 29.42 | 13.15 |
| Zone 3 | $ 29.72 | 13.18 |
| Zone 4 | $ 30.12 | 13.21 |

ZONE DEFINITIONS:

Zone 1: 0 to 35 miles from the main Post Office in Lincoln
Zone 2: 36 to 50 miles from the main Post Office in Lincoln
Zone 3: 51 to 75 miles from the main Post Office in Lincoln
Zone 4: 76 miles and over from the main Post Office in Lincoln

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* ELEV0028-001 01/01/2020

| | Rates | Fringes |
|---|---|---|
| ELEVATOR MECHANIC | $ 45.94 | 34.765+a+b |

FOOTNOTE:
a. Vacation Pay: 8% for persons with 5 or more years of service, 6% for persons with less than 5 years of service.
b. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

---

ENGI0571-004 10/01/2013

| | Rates | Fringes |
|---|---|---|
| OPERATOR: Crane | $ 27.08 | 10.69 |
| OPERATOR: Forklift | $ 21.70 | 10.69 |

---

IRON0021-002 06/01/2019

| | Rates | Fringes |
|---|---|---|
| IRONWORKER, STRUCTURAL | $ 30.69 | 17.24 |

---

LABO1140-003 06/01/2017

| | Rates | Fringes |
|---|---|---|
| LABORER (Mason Tender, Brick & Hod) | $ 21.69 | 9.40 |

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PLUM0464-007 05/27/2018

| | Rates | Fringes |
|---|---|---|
| PIPEFITTER (Including HVAC Pipe Installation) | $ 36.64 | 17.56 |

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SHEE0003-002 07/01/2015

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER (Excludes Installation of HVAC Duct) | $ 32.89 | 14.93 |

---

SUNE2011-035 10/27/2011

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | $ 24.44 | 0.00 |
| CARPENTER | $ 18.48 | 1.78 |
| CEMENT MASON/CONCRETE FINISHER | $ 15.77 | 2.06 |

| | | |
|---|---|---|
| ELECTRICIAN (Alarm Installation) | $ 19.68 | 4.12 |
| ELECTRICIAN (Low Voltage Wiring) | $ 20.15 | 4.84 |
| FORM WORKER | $ 14.97 | 2.06 |
| LABORER: Common or General | $ 12.11 | 0.00 |
| OPERATOR: Backhoe/Excavator/Trackhoe | $ 20.68 | 4.93 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader | $ 21.72 | 2.10 |
| OPERATOR: Loader | $ 19.27 | 4.00 |
| PAINTER: Brush, Roller and Spray | $ 14.26 | 0.00 |
| PLUMBER, Excludes HVAC Pipe Installation | $ 22.92 | 6.00 |
| ROOFER | $ 13.57 | 0.77 |
| SHEET METAL WORKER (HVAC Duct Installation Only) | $ 21.89 | 6.30 |
| TRUCK DRIVER, Includes Dump and Tandem Truck | $ 14.09 | 2.49 |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION"

# Exhibit A

**Figure 1.1:** Downtown Study Area

# Historic Building Preservation Recommendations / Process

The role of the City/DTR Committee that follows the program guidelines is to preserve and re-develop a sense of place and community pride. Their role is to preserve the historic character of buildings within the Downtown District and provide guidelines for visual continuity in the appearance of the downtown. The goal of the program is to assist in the creation of a cohesive, cost effective, and vibrant downtown district and if applicable to restore, improve, or create historic architectural features to facades of buildings.

This document outlines acceptable practices and standards for rehabilitation and renovation of projects. The guidelines lessen the subjective nature of the granting process and give the City/DTR Committee and applicants criteria by which to make informed decisions.

These recommendations concentrate on the historical architecture and appearance of the building. They do not supersede applicable state and local building codes and regulations. The City/Design Committee reserves the right to deviate from these recommendations and the program guidelines to protect the community investment and approve the best qualified applicant possible.

Below is a list of five (5) guiding principles that summarizes the best practices for historic building preservation.

1. Do no harm.
2. Repair rather than replace.
3. Preserve character-defining features.
4. Use same or appropriate materials.
5. Use gentlest and least invasive methods possible.

These principles and guidelines summarize widely-accepted preservation practices described in further detail in the Secretary of Interior's Standards for Rehabilitation (Appendix A).

An outline of the façade grant application process.

1. Review Program Guidelines
2. Historical research / Building analysis
3. Exploratory Investigation
4. Contact Grantor/DTR Committee, if necessary
5. Prepare Application
6. Grantor/DTR Committee perform an initial review of application
7. Upon preliminary approval by the DTR committee, applications are forwarded to SENDD for a Tier II Environmental Review
8. After clearance from both the Tier II Environmental Review and the State Historic Preservation Office the DTR Committee will make a recommendation to the City Council for Final Approval
9. The City and Applicant will enter into a loan agreement.
10. SENDD will meet with the applicant and contractors to review Davis-Bacon (Labor Standards) and ensure the contractor(s) understand their responsibilities. SENDD will preform Davis-Bacon interviews, and will meet with applicant and contractor upon completion of the project for a final inspection.

**Historical Research**

Before beginning any rehabilitation project, thorough historical research must be conducted to provide sufficient documentation for the changes. Knowing the building's architectural background will give the necessary information to determine which features to preserve through repair, which to recreate, and which to remove altogether. It is this documentation the City/DTR Committee will refer to when helping an owner develop the design of the alterations. The City/DTR Committee recommends beginning this step early to allow sufficient time for the design and application process.

Photographs are a very important piece of documentation that can clearly show a building's historic features. Information on a building's construction history may be found in the County Recorder's office (https://seward.gisworkshop.com/). The National Register of Historic Places Inventory may also have information such as the name of structure, address, wall material, over-all shape, dimensions (if known), number of stories, roof type, interesting exterior features, date of construction, alterations, style (if applicable), and known architect/builder:

https://npgallery.nps.gov/NRHP/GetAsset/cb559a0a-54d0-4f91-ac75-09eb90552b06?branding=NRHP

For further information, SHPO encourages applicants to contact their office at (402) 471-4787.

**Building Analysis**

With information about the building's historical appearance, examine the building's current façade. Commercial buildings such as those in the downtown district can be subdivided into three (3) parts: the storefront, the upper stories, and the cornice (Figure 1). Most downtown buildings consist of a storefront and only one upper story, although a few three-story buildings may remain.

The storefront elements consist of an entrance (often recessed), display windows, a bulkhead under the display windows, transom windows over the storefront, and sometimes a sign board, fascia sign or additional cornice. The majority of commercial buildings have either an awning or canopy providing protection for pedestrians. The first floor also may contain an entrance to the upper floors. Later buildings may lack several elements of traditional storefronts such as transom windows, or decorative details.

Upper floors are characterized by smaller window openings that repeat on each floor. These windows may vary in size, type, and decoration but usually are the same for each floor. Other facade details may be present on the upper level facades such as brick banding, corbelling, metal grilles or decorative panels.

The cornice decorates the top of the building and may be made of metal, masonry, or wood. Some decorative cornices project from the building while an ornamental band delineates others. The top of the wall may have a patterned brick band or may have a coping of brick, concrete, or metal.

Evaluate which of the building's character defining features still remain, which have been destroyed, and which are merely covered by modern additions or renovations.

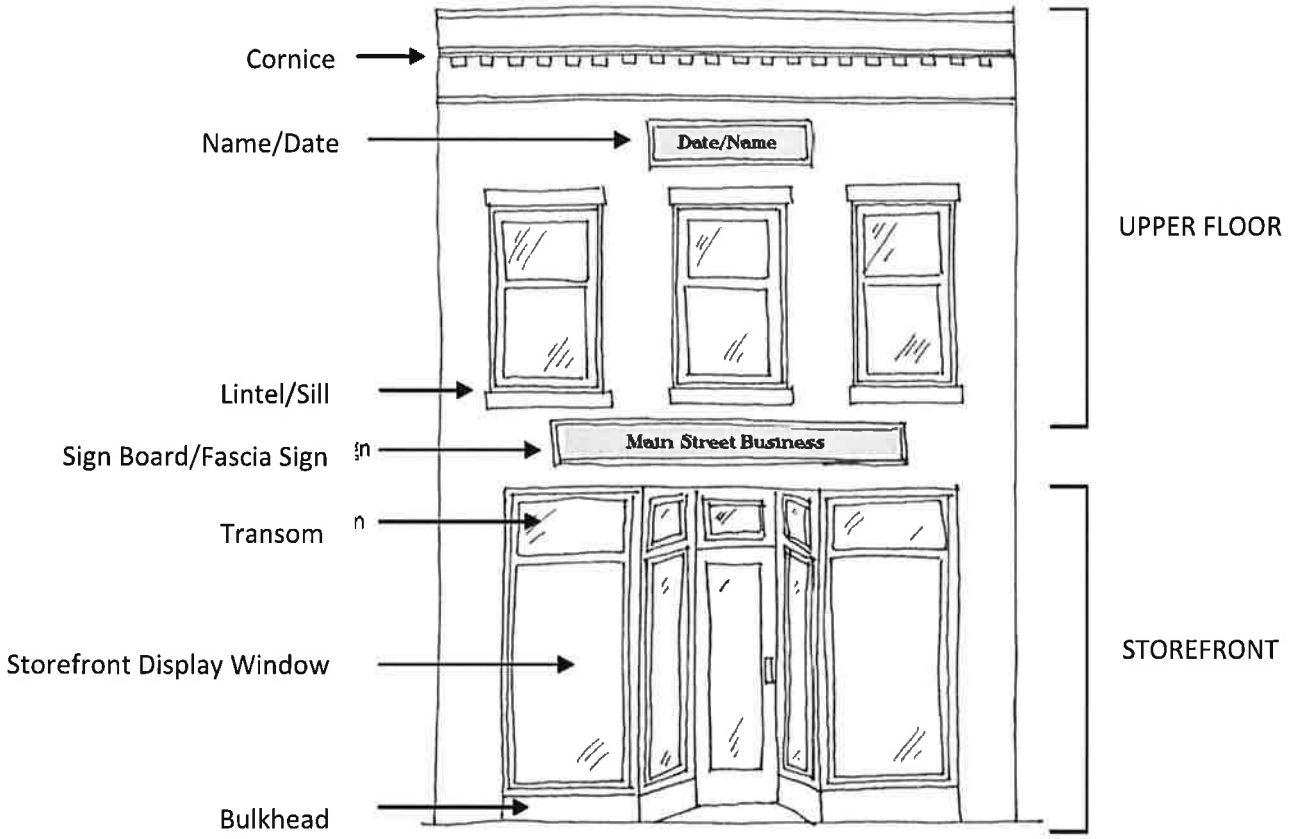



**Figure 1. Typical Commercial Building Features**

**Exploratory Investigation**

On commercial buildings, modern materials may have been applied over the original facades. To determine the integrity of the historic materials, a small, inconspicuous area should be uncovered. In many instances, the materials and features are preserved and intact. Other times, the modern materials have trapped moisture and accelerated the rot or decomposition. This exploratory investigation provides the owner with important information on the amount of repair or replacement the project will require. This cost of this exploratory work is not covered in the façade grant monies.

**Review Program Guidelines**

Façade grant applicants should make themselves familiar with the program guidelines described in this document. They outline the eligible improvements and processes that need to be followed. Although these recommendations describe some of the best practices, the City/DTR Committee will work with each owner to develop a plan that preserves and highlights the historic character of that building. Together the guidelines are a standard for which the Downtown Community strives.

**Prepare Application**

Once the applicant has finalized the scope of their project or façade design, the applicant should begin to gather necessary application materials. Complete application materials are included in the program guidelines under **V. Supporting Data Checklist**. From the design plan, the applicant should create a detailed scope of work describing nature of the work to be done. This scope should be presented to contractors to solicit at least two detailed bid estimates for all major project components. Other elements included in the application are a project budget and timeline to keep the project running smoothly and on task.

**City/DTR Committee Review of Application and Award**

The applicant will submit the application to the DTR Committee. Satisfactory applications that meet all the grant criteria and applicable design guidelines will be considered for final decision on grant awards. A satisfactory review of the project and application by the DTR Committee staff does not guarantee an applicant will receive a grant.

# Community Development Block Grant

## Seward DTR Façade Improvement / Commercial Rehab Program

Seward submitted an application to undertake community development activities authorized under the Housing and Community Development Act of 1974 and its corresponding federal regulations. Projects funding under the Community Development Block Grant (CDBG) must meet a national objective. Seward is fulfilling the national objective of eliminating slum and blighted areas (SBA). The City of Seward as a Grantee must also meet CDBG Regulations and Uniform Administrative Requirements.

The purpose of Seward's Downtown Revitalization Program is to improve downtown buildings by restoring, renovating, replacing, or reconstructing facades, structural repairs, exterior building repairs, and internal code compliance. Further program details and eligible improvements are outlined in the City's Program Guidelines.

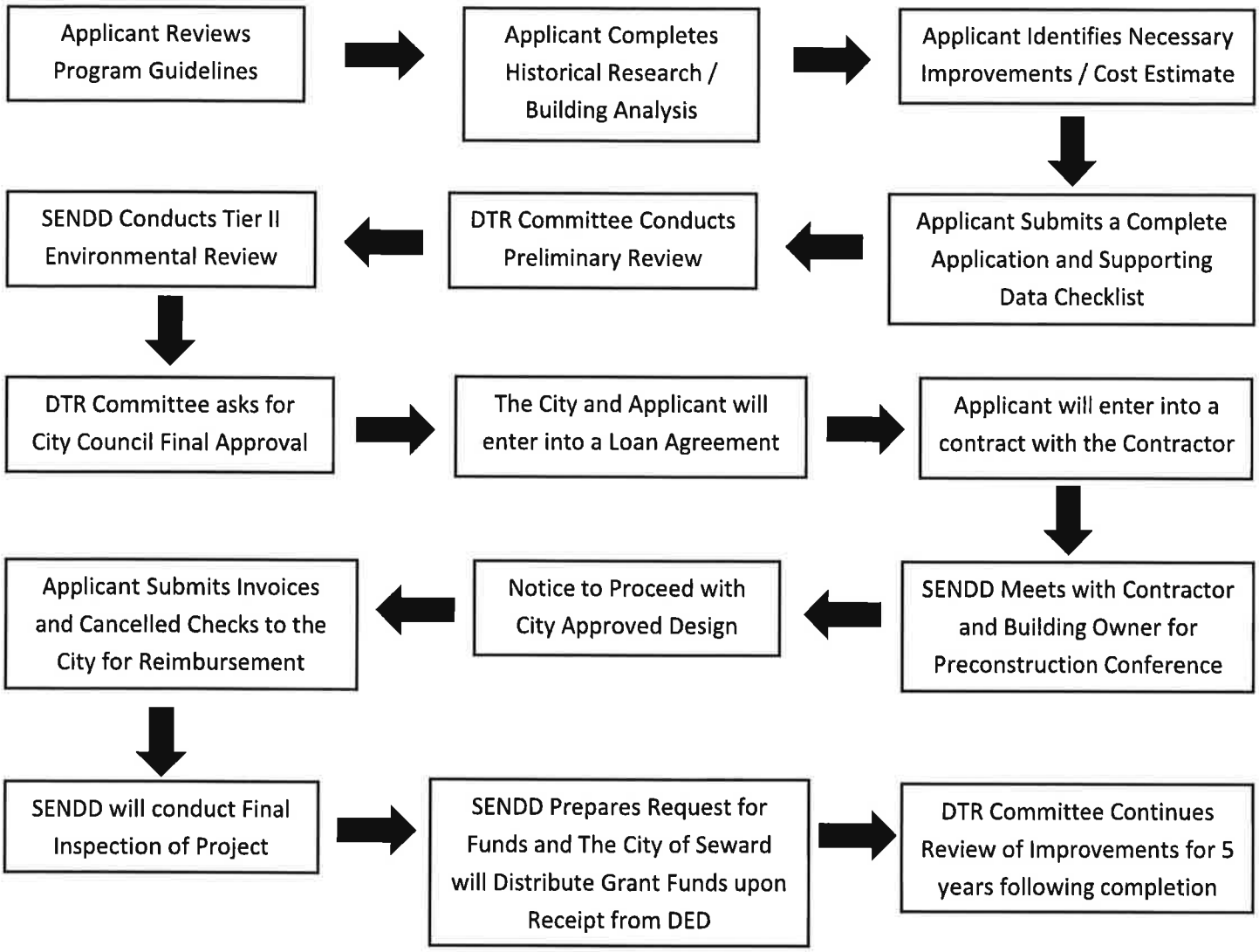
**Key Points to Follow:**

- Improvements must be in accordance with historic preservation. Having a designated historic district provides access to grants, tax incentives, and assistance with preservation. Building owners can do whatever they want to their building when there are no Federal dollars involved. Through the Federal CDBG program, any changes/improvements made to the building must be reviewed by the State Historic Preservation Office (SHPO). SHPO encourages applicants to contact them with questions early in the planning stages to clarify expectations before plans are finalized.
- Participants in the programs must follow the City's approved Program Guidelines. These guidelines outline eligible projects, requirements, priorities, timelines, and program design. Please contact Greg Butcher or a member of the DTR Committee with questions regarding potential projects, the application process, and questions related to the program.
- Projects involving code compliance such as electrical, structural, and ADA accessibility are subject to an inspection and documentation through the City of Seward. Applications submitted for "interior rehabilitation" may be subject to review by the Department of Economic Development prior to approval by the City. Please contact Ed Gonzalez if you are considering a project involving code compliance or if you have any questions related to city regulations.
- All contractors are required to have a Data Universal Number System (DUNS) number and must be registered on the System for Award Management (SAM) prior to signing a contract with the applicant. A DUNS number can be obtained by calling the request line, and contractors can register for SAM's at sam.gov. Quentin Farley at the Nebraska Business Development Center is a great resource for contractors needed assistance with this process.
- Upon City Council approval, business owners and the contractors involved with the project will meet with SENDD staff to conduct a preconstruction conference to ensure the contractors comply with Davis-Bacon requirements. After completion of all required documents the CDBG Administrator will issue a Notice to Proceed. Trey Ertmer will serve as the program contact for questions related to Labor Standards or contractor requirements.

**PROCESS FLOWCHART AND CONTACTS, ON BACK**

**Please Note: ABSOLUTELY NO WORK CAN BEGIN until applicant receives ORDER TO PROCEED from the City of Seward.**

**Flowchart:**




**Contacts:**

**Historic Preservation:**
State Historical Preservation Office
Jill Dolberg, Review and Compliance Coordinator
402-471-4773

**Downtown Revitalization Program:**
City of Seward
Greg Butcher, City Administrator
402-643-2928

**Code Compliance:**
City of Seward, Building and Inspection Department
Tim Dworak, Building/Zoning & Code Enforcement Director
402-643-4000 (ext. 3)

**SAM Registration / Duns #:**
Nebraska Business Development Center
Quentin Farley, Consultant
402-472-1177

**Davis-Bacon Labor Standards / Construction Management:**
Southeast Nebraska Development District
Trey Ertmer, Program Contact
402-475-2560

# Proposal



tdoolittle3930@gmail.com

**AWNING CLASSICS**
3711 TOUZALIN AVENUE
LINCOLN, NE 68507
(402) 464-8393

| | | | |
|---|---|---|---|
| PROPOSAL SUBMITTED TO: Suhr & Lichty Ins. | | PHONE: 402-643-2911 | DATE: 4/4/2020 |
| STREET: 145 N. 5th St. | | JOB NAME | |
| CITY, STATE and ZIP CODE: Seward, NE. 68434 | | JOB LOCATION | |
| ARCHITECT | DATE OF PLANS | | JOB PHONE |

We hereby submit specifications and estimates for:

3 Riviera Style Awnings

10'-0" wide
3'-0" Drop
3'-0" Projection

Graphics (Logo Suhr & Lichty Insurance Agency)

Frames to be 1" sq welded Alum.
Fabric to be Sunbrella your choice of color Midnight #14610

Price does not include tear off
Price includes installation

| | |
|---|---|
| Awnings | 2300.00 |
| Graphics | 500.00 |
| | 2,800.00 |
| Tax + | 91.35 |
| | $2,891.35 |

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of: Twenty Eight Hundred Ninty One and 35/100 dollars ($2,891.35).

Payment to be made as follows: 1/2 Down at acceptance
1/2 at Completion

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

Authorized Signature: Jim Oestman

Note: This proposal may be withdrawn by us if not accepted within 60 days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

Suhr & Lichty
145 N. 5th St.
Seward, NE 68434

April 4, 2020

Blue River Electric proposes the following:

1. Install (4) wall sconce lights with up/down lighting on the columns of the exterior wall and (3) receptacles inside of canopies. All wiring to be connected to and controlled by existing sign circuit. There is an allowance of $1,000.00 for light fixtures in quotation.

   Total Cost: $3,050.00

Thank you for this opportunity to serve you on this project. If the project comes in below the estimated amount, the lower amount will be charged. Estimate includes the cost of a permit. If you have any questions concerning this proposal, please feel free to contact me.

Cory L. Mueller

Cory Mueller
238 S. 2nd St.
Seward, NE 68434
(402) 646-5868

All material is guaranteed to be as specified, all work to be completed in a workman like manner according to standard practice. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon events, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. We are fully covered by Workers Compensation Insurance.

Terms of Payment:

- Accounts not paid with thirty (30) days are subject to a finance charge of 1.25% monthly or 15% annually.
- This proposal may be withdrawn by us if not accepted with thirty (30) days from date at top.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made according to Terms of Payment above.

Authorized Signature: _____ Acceptance Date: _____

# Sales Agreement

Business Office
6319 Ames Ave.
Omaha, NE
(402) 453-9443

## ALLIED AWNING & SIDING

| | | | |
|---|---|---|---|
| PROPOSAL SUBMITTED TO: SuHRt Lichty | | PHONE: 643-6249 | DATE: 4-21-18 |
| STREET: 145 N 5st | | JOB NAME: | |
| CITY, STATE AND ZIP CODE: Seward Ne | | JOB LOCATION: Same | |
| ARCHITECT: | DATE OF PLANS: | | JOB PHONE: |

Price to Take Down Existing – 475.00

To manufacture & install 4-total Awnings 9ll Aluminum welded frame Staplestitch tubing

Mat- 80" all Blk Sunbrella 10yr manufacturer warranty – Fading or shrinking

Lettering as per diagram – changes still acceptable
Need print ready artwork – 5-pg form

[redacted]

3- Awnings 10'2" wide
4'6 Drop 4567.00
4'0 " Lettering 825.00

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:
Five Thousand Six Hundred Sixty Seven dollars ($ $5,867

Payment to be made as follows:
Include Tax & labor

All material is guaranteed to be as specified. All work to be completed in workmanship like manner according to standard practices. All contracts will be subject to approval by management within three (3) days. Any alteration or deviation from above specifications involving extra cost will be executed upon oral or written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. After recession period has expired this contract carries a 25% cancellation penalty of total amount of Contract.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 10 days.

**Acceptance of Agreement** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

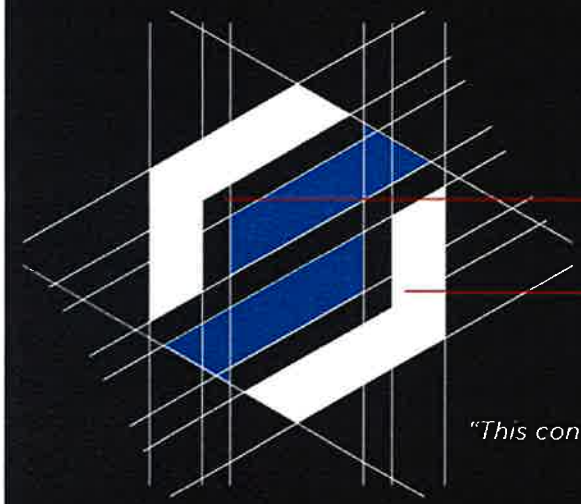
Date of Acceptance:

Signature

**YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANYTIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF TRANSACTION**

SUHR & LICHTY
INSURANCE
AGENCY,
INC.
145

Awnings & Light Fixtures



Letter "S" for "SUHR"

Letter "L" for "LICHTY"

*"This concept Geometric, Modern, and Sophisticated"*

Awning Color

SUHR & LICHTY

INSURANCE AGENCY

Center awning design

Side awnings left blank

**CITY ADMINISTRATORS REPORT – 4/21/20**

- Assisted on a number of economic development projects.
- Continued to work on a number of agreements and documents related to Scoular project.
- Continued to work with FEMA on projects.
- Worked on Easement issue with John Heath for the Rail Campus.
- Reviewed status of all DTR project with Trey (SENDD) and Suzanne. Reviewed applications for second round.
- Unified Command Team Meetings with Four Corners Health (twice weekly).
- Seward County Covid-19 Response Meeting (weekly) w/Four Corners Health.
- Governor's First Class Cities Meeting re: Covid-19.
- Reviewed Target Goal (last 6 months and next 6 months for all employees.
- Preparing P&Z Items for May/June.
- Updating Farm Leases due to construction projects.

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

**Police Department**

- Officer Parmer resigned to work for the Seward County Sheriff's office. We will begin the Civil Service process soon.

**Clerk's Office**

- Reviewing employee targets.
- Preparing annual TIF report.
- Employee handbook review and recommended changes.
- Suzanne Gligorevic's last date will be April 29th.

**Water/Wastewater Department**

- Working on new fire hydrant locations.
- Collecting samples for well and clear wells test for DHHS.
- Started spring sewer jetting.
- Getting ready for pool maintenance.

**Parks and Rec/Cemetery/Golf/Pool**

- Golf Course is open, no public cart usage, alcohol sales have begun.
- Mowing season has begun.
- Assisted with maintenance at the Senior Center.
- Armory Park install is still waiting on equipment (Jeep) and install time due to Covid-19.

**Electric Department**

- Working on Scoular project.
- Building a 3 Phase bank next to Bottle Rocket Brewing new facility.
- Finalizing items related to the new substation.

**Street Department**

- Took down large elm tree on S. Columbia due to high wind damage.
- Finishing concrete repairs at N. 2nd and Pinewood.
- Beginning work on new Salt Building in the Horsehoe.
- Spring sweeping continues.

**Library**

- Library continues to do drive thru pickup.
- Finalizing new digital sign programming.
- Doing an online story time for all Seward Pre-Schoolers.

**Building Inspection/Planning Department**

- Inspections are picking up.
- No April P&Z meeting.

**Engineering**

- Interviewing and accepting applications for City Engineer candidates.
- Jake Vasa continues to work on projects under the approved contract.

**Finance Department**

- Prepared Bond paper work and closing docs.
- Update employee step increases.
- Quarterly pension review.
- Prepared budget documents and calendars, distributed to department heads.