



CITY OF SEWARD
City Council
Regular Meeting
Agenda

Tuesday, November 16, 2021

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, November 16, 2021, in the Council Chambers, 142 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

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

ROLL CALL

MINUTES

1. Draft Minutes of November 2, 2021 Meeting - City Clerk Bargmann

November 2, 2021

The Seward City Council met at 7:00 p.m. on Tuesday, November 2, 2021 with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Ellen Beck, Alyssa Hendrix, Sid Kamprath, Jessica Kolterman, Karl Miller, John Singleton, Matt Stryson, Jonathon Wilken. Councilmembers Absent: None. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Mike Oneby, Public Properties Director Bob Core, Assistant Recreation Director Adam Bode and Police Chief Brian Peters.

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

APPROVAL OF MINUTES OF OCTOBER 19, 2021 COUNCIL MEETING

Councilmember Singleton moved, seconded by Councilmember Stryson, that the minutes of the October 19, 2021 City Council meeting be approved.

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

Nay: None.

Absent: None. Motion carried.

CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Reports

CLAIMS LIST

11-2-21

COUNCIL MEETING

November 2, 2021

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

ABI Attachments Inc	FA	25,771.11
AKRS Equipment	RE	23.64
All Road Barricades Inc	SU	2,065.10
Appliance Medic LLC	SE	216.49
ARPS	CI	4,059.00
Barco Municipal Products	SU	523.75
Blue Cross Blue Shield Ne	BE	60,902.71
Bluestem Network Llc	SE	100.00
Border States Industries	IV	7,740.49
Bryan Health	MC	109.40
Burhoop Hayden	SE	300.00
Capital Business-Dallas	MA	360.00
Cash-Wa Distributing Co	ML	275.47
Central States Hydraulic	SU	145.35
Chase Card Service		5,920.98
Amazon	SU	1,243.54
Angus Burgers & Shakes	ML	70.56
The Breakfast Cart	ML	35.40
Casey's General Store	GS	16.98
Checksforless.com	SU	312.75
The Chicken Coop	ML	37.61
Constant Contact	SE	20.00
Cunningham's	ML	19.34
Dog Waste Depot	SU	57.60
Dragon Palace	ML	139.21
Durham Ellis	SU	215.13
ESRI	SE	700.00
Fast Mart	SE	10.00
Herb N Kitchen	ML	38.61
Hilton Kitty Osheas	ML	46.56
Holiday Inn Express	TG	761.04
The Home Depot	SU	85.59
Intl. Code Council	SE	995.00
IPMA-HR	SE	235.05
Landscape & Garden Shoppe	RE	38.40
Menard's	SU	42.62
Microsoft	SE	150.08
NWEA	TG	200.00
Office Depot	SU	162.98
Perkins Restaurant	ML	49.28
Priceline	TG	-1,390.02
Runza	ML	112.91
Sam's Club	SU	599.61
SCC - Milford	SU	9.50
USPS	PO	16.61
Valentino's	ML	105.56
Walmart	SU	569.59
Zoom	SE	213.89
Chemsearch	MA	231.00
City Seward Buildings/Gr	OP	6,000.00

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City Seward Library Petty	PO	152.32
City Seward Payroll Accou	SA	154,286.02
Constellation Newenergy	UT	71.39
Diamond Traffic Products	SU	2,037.00
Dutton-Lainson Co	IV	25,739.92
Dworak Tim	RI	315.00
Eakes Office Solutions	SU	74.31
Ecolab	BU	604.39
Et Cetera Thrift Shop	MC	640.00
Fastenal Company	SU	277.77
Galls LLC	UN	125.90
Gehring Construction	CI	8,837.48
Gerhold Concrete Co Inc	SU	1,153.12
Global Industrial	FA	1,943.32
Graybar	IV	1,017.08
Great Plains Communicatio	SE	490.00
Hach Company	MA	448.55
Hamilton Equipment Compan	RE	675.98
Hawkins Inc	SU	1,184.61
Hobson Automotive & Tire	RE	667.14
Hoffschneider Law PC LLO	SE	4,750.00
Home Depot Pro	SU	50.10
Husker Electric Supply Co	IV	39.60
Interstate All Battery Ce	OP	2,255.40
J E O Consulting Group In	SE	4,923.90
Janousek Lathan	SE	240.00
Jones Bank	FA	17,419.93
League Ne Mun-Utilities	TG	165.00
Lee'S Refrigeration	BU	80.00
Lincoln Winwater Works	RE	608.35
Lynn Peavey Co	SU	121.39
Mailand'S Clothing	UN	92.00
Menards North	GU	3.70
Mid-American Benefits Inc	BE	3,361.65
Midwest Automotive	RE	40.66
Midwest Turf & Irrigation	RE	63.55
Miers Robert M	SE	75.00
N M C Exchange Inc	RE	357.49
Nebraska D A S Acct Ocio	OP	231.00
Nebraska Health Environme	MA	457.00
Nebraska Law Enforcement	SE	10.00
Nebraska Notary Associati	MS	100.00
Nebraska Pub Pow-Desmoine	UT	592,748.19
Nebraska Transportation	EX	339.82
Neenah Foundry Company Mu	MA	538.00
Norris Public Power Distr	UT	1,057.81
Odeys Inc	DO	2,387.62
Olsson	SE	18,066.38
Oneby Michael	TG	581.28
O'Reilly Automotive Inc	SU	35.29
Orscheln Farm & Home	SU	198.51
Overhead Door Co-Lincoln	BU	610.70
Principal Financial Group	BE	2,242.96
Prochnow Ryan / Crystal	MC	75.00
Quality Brands Of Lincoln	SU	143.55
Richtig Tim L	OP	90.00
Sack Lumber Company	GU	50.00
Sapp Brothers Petroleum I	GS	11,468.73

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Seward County Assessor	SE	3,000.00
Seward County Treasurer	SE	15,949.25
Seward Electronics	SU	308.29
Spickelmier & Son Inc	IV	5,795.00
Suhr & Lichty Insurance A	MS	431,671.00
Time Warner Cable	SE	774.43
Title Services Of Blue Va	MC	1,000.00
Truck Center Companies	RE	425.50
Ty'S Outdoor Power & Serv	GU	720.00
U S A Bluebook - Cust 812	SU	303.40
U S Cellular	SE	261.93
Vancura Brad	SE	75.00
Verizon Wireless	SE	306.81
Watson'S Auto Service	RE	1,893.07
Wesco Distribution Inc	IV	428.00
White Cap	SU	682.44
York County Emergency M	SE	60.80
York Equipment	OI	335.51
	CLAIMS TOTAL	\$1,445,555.78

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

CONFIRMATION OF MAYOR APPOINTMENTS

Councilmember Beck moved, seconded by Councilmember Kolterman, that Mayor Eickmeier's appointments to the following Boards and Commissions be confirmed:

Megan Kahler to the Community Redevelopment Authority for a 5-Yr Term.

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

ADMINISTRATIVE ITEMS

1. ORDINANCE DIRECTING THE CONVEYANCE OF REAL PROPERTY, LEGALLY DESCRIBED AS OUTLOT D, SEWARD RAIL CAMPUS PUD FIRST ADDITION CORRECTED PLAT, CITY OF SEWARD, SEWARD COUNTY, NEBRASKA, TO SFD OPCO, LLC

City Administrator Butcher indicated that pursuant to the original Memorandum of Understanding (MOU) with Scoular-Project Superior, it was agreed that upon platting Worthman Boulevard this piece of property would be transferred to SFD Opco, LLC. This small piece of land has no value to the City of Seward and thus will be transferred for a fee of one dollar.

Councilmember Kamprath introduced Ordinance No. 2021-25. Councilmember Kolterman moved, seconded by Councilmember Miller to dispense with the statutory rule. Councilmember Wilken moved, seconded by Councilmember Stryson, 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 adopting: **Ordinance No. 2021-25, "AN ORDINANCE TO DIRECT THE CONVEYANCE OF REAL PROPERTY TO SFD OPCO, LLC; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT."**

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

Councilmember Beck moved, seconded by Councilmember Stryson that all ordinances be added to the permanent record.

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

COUNCIL REQUEST

1. DISCUSSION OF PARKS AND RECREATION FUNDING FOR CATTLE INDOOR FACILITY IMPROVEMENTS AND UPGRADES

Councilmember Beck brought this item forward so that the City Council could have a deeper discussion on the Cattle Indoor Facility. Her hope is also for the Council to have a refresher on what the Parks and Recreation Board is working on and discussing at this time in regards to this facility.

Public Properties Director Bob Core provided some background on the Cattle Indoor facility which was built in 2009. At the current time, the high school baseball and softball teams use the facility about ten months out of the year. Additionally, there are 23 teams currently using the facilities one time a week from December through June 1st each year. Teams comprised of 75% or more members from the Seward School District are provided first priority in choosing their day and time using the facility. There has been recent discussion about adding a storage room and restroom to the west side of the existing facility. Finally, the existing turf, placed in 2009, is still in good shape with 3-5 years of useful life likely remaining.

Councilmember Beck inquired as to what entity would pay for a bathroom/storage facility upgrade and timeline. Mr. Core responded that an addition would be paid for by the City and it is currently expected to be included in the 2022-23 fiscal budget. Councilmember Singleton mentioned the expected higher utility costs that would occur to heat the bathroom facility. Additionally, Ms. Beck inquired as to current capacity as well as cost estimate for the proposed additions. Mr. Core opined that at this time the facility has sufficient capacity for the demand and that they have not received a quote yet for the proposed construction.

Councilmember Hendrix queried about how the baseball/softball associations work with the recreation program. Mr. Core responded that the local associations coordinate their tournaments and operate the concession stands. Mrs. Hendrix also inquired as to possible west field concession and bathroom updates and if they are scheduled. Mr. Core responded this would be more of a long-term project, with nothing currently planned in the near-term. In discussion about upgrades for all facilities, Mr. Core mentioned it was probably a longer-term project at this time. Mr. Core continued that the associations have provided much of the equipment in the concession facilities at the moment. The associations, schools and other users have donated equipment and upgrades in the past, with the City covering maintenance.

Randy Chapp, President of the Parks and Recreation Board, spoke on behalf of the Board regarding recent updates and discussions. The Board recently

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recommended increasing season fees to use the Cattle Indoor Facility to \$400 to cover maintenance on equipment. He opined that the biggest complaint the board receives is lack of restrooms at the facility. Additionally, the Board is considering longer-term upgrades for the baseball/softball facilities.

Since this was a discussion item, no formal action was taken.

REPORTS

1. CITY ADMINISTRATOR'S REPORT

Councilmember Kolterman moved, seconded by Councilmember Singleton, that City Administrator Butcher's report of November 2, 2021 be accepted.

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

Nay: None.

Absent: None. Motion carried.

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

None.

ANNOUNCEMENT OF UPCOMING EVENTS

November 3rd - SCCDP Ribbon cutting for Alps Bark Park and Levanders Body Shop

November 15th - SCCDP quarterly full board meeting

November 18th - COVID Zoom briefing

November 19th - Coffee and Contacts at Southeast NE CASA

November 27th - Seward Christmas Festival

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Stryson, that the November 2, 2021 City Council Meeting be adjourned.

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

Nay: None.

Absent: None. Motion carried.

Adjourned approximately 7:37 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

CONSENT AGENDA

1. Claims & Payables Reports

CLAIMS LIST

11-16-21

COUNCIL MEETING

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

ADE	SU	271.18
AKRS Equipment	RE	311.28
Altec Industries Inc	SU	146.28
Amazon.Com Credit Service	SU	1,197.31
Anderson Construction	CI	19,770.09
ARPS	CI	6,642.00
Badger Meter	SE	10.68
Baker & Taylor	SU	910.67
Barco Municipal Products	SU	1,218.18
Bern's Body Shop	RE	172.42
Biblionx LLC	MS	5,505.00
Bizco Technologies	SE	7,512.04
Black Hills Energy	UT	740.67
Bockmann Inc	SE	650.00
Border States Industries	IV	3,145.28
Bryan Health	MC	110.90
Campbell Cleaning	SE	1,625.00
Capital Business-Cheyenne	MA	1.08
Cattle Bank & Trust	FA	24,245.00
Central States Hydraulic	RE	2,318.68
Chelewski Kent	RI	31.00
City Seward Electric Fund	UT	36,718.45
City Seward Library Petty	PO	77.40
City Seward Merchant Serv	SE	2,856.44
City Seward Payroll Accou	SA	163,077.25
City Seward Perpetual Fd	SL	750.00
Cornhusker Press	SU	97.00
Culligan Of Crete	GU	48.15
Dutton-Lainson Co	IV	15,443.84
Eakes Office Solutions	SU	101.85
Ecolab	SU	201.02
Ehrlich Roy D	MI	169.89
Electronic Contracting Co	SE	81.00
Farmers Coop Seward	OI	4,445.46
Fast Mart	GS	2.30
Foreup Golf Software	SE	455.00
G & P Development		
Landfill	GU	74.81
GALLS LLC	UN	581.02
Gehring Construction	CI	9,006.00
General Code	MS	1,195.00
General Fire & Safety Equ	SE	123.90
Gerhold Concrete Co Inc	GU	1,420.32
Gworks	SE	15,119.00
H & S Plumbing Heating &	BU	237.56
Herpolsheimer'S Inc	RE	373.98
Hobson Automotive & Tire	RE	1,104.56

Holliday Kurt/Hilary	SE	600.00
Husker Electric Supply Co	IV	151.14
Hydraulic Equipment Servi	RE	192.28
Iot Integrators Llc	SE	1,171.50
J E O Consulting Group In	SE	143.40
Jackson Services Inc	SU	60.64
Jacobsen Rock & Gravel	CI	9,587.91
Languein Connie	SE	825.00
Last Mile Network Consult	IT	165.30
Lee's Refrigeration	GU	112.50
Lincoln Winwater Works	TO	103.23
Menards North	FA	148.87
Merchant Job Training & S	TG	650.00
Metering & Technology Sol	RE	667.73
Mid-American Benefits Inc	BE	1,104.51
Midwest Auto Parts	RE	160.24
Midwest Laboratories Inc	MA	947.58
Midwest Service & Sales	EQ	2,626.00
Midwest Tile	RE	245.00
Municipal Supply Omaha	RE	727.60
N M C Exchange Inc	RE	1,188.88
Nebraska Equipment Inc	RE	88.20
Nebraska Golf & Turf	RE	46.18
Nebraska Secretary/State	MS	30.00
Nebraska Sod Company Inc	CI	2,620.00
Nelson Contracting Llc	BU	1,247.12
Niemann'S Port-A-Pot Llc	SE	315.00
Norris Public Power Distr	UT	1,085.00
Northern Safety Co Inc	SU	314.88
Odeys Inc	GU	269.85
O'Kief John F	RI	21.00
Olsson	SE	2,495.51
One Call Concepts Inc	SE	177.00
One Source Background Che	SE	106.00
O'Reilly Automotive Inc	RE	145.97
Orscheln Farm & Home	SU	448.56
Pac 'N' Save Discount Foo	SU	74.27
Pacific Coast Laboratorie	EQ	26.15
Pfabe Jerrald	SE	25.00
Pitney Bowes Inc	OP	105.00
Police Chiefs Assoc Of Ne	MS	50.00
Quill Corp	SU	230.28
Rumery Lawn & Landscape	GU	425.00
Samek Lacy	RI	7.00
Sam'S Club (Lib-Rec-Pool)	MH	123.58
Sargent Drilling Inc	SE	30,532.72
Seward County Chamber & D	SE	153.03
Seward County Clerk/Reg D	SU	6.00
Seward County Independent	PU	628.26
Seward County Treasurer	SE	18,998.61
Seward Electronics	SU	48.98
Seward Lumber & Home Cent	SU	323.90
Seward Public Schools	MC	2,216.05
Seward Wind LLC	UT	37,043.64
Sid Dillon - Crete	RE	350.47
Sid Dillon - Wahoo	FA	43,348.00
Sparetime Lounge & Grill	ML	825.00
Speidell Monuments Inc	RE	410.00
Sports Express	MH	802.95
Suhr & Lichty Insurance A	MC	875.00

T. Gibbs Services Inc	SE		190.00
Titan Machinery	FA		100,000.00
Total Fire & Security Inc	SE		279.27
U S Postal Service	PO		4,500.00
Verizon Wireless	SE		346.68
Visa - Pinnacle Bank			238.57
Amazon	SU	30.00	
Bluestem	SE	115.00	
EscapeRoom Geeks	SU	49.00	
Harlequin	SU	21.39	
Walmart	SU	7.15	
Zoom	SE	16.03	
Windstream Nebraska Inc	SE		1,958.72
Wortman, Niki	TG		87.19
York Equipment	OI		92.66
	CLAIMS TOTAL		\$606,607.50

2. City Treasurer Report

TREASURER'S REPORT		MONTH OF: OCTOBER 2021				
VARIANCE AT: 8.33%						
	REVENUE	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	REVENUE	VARIANCE	BALANCE	REVENUE	B/W BUDGET YEARS
ELECTRIC	11,140,850	878,781	8%	10,262,069	750,635	128,146
ELEC BOND PYMT						
WATER	2,814,772	214,599	8%	2,600,173	204,754	9,845
WATER BOND PYMTS						
WATER SINKING FUND	20,000	- 0 -	0%	20,000	- 0 -	- 0 -
WASTEWATER TREATMENT	1,621,264	160,918	10%	1,460,346	148,726	12,193
WWTW BOND PYMT						
WWTW SINKING FUND	15,000	- 0 -	0%	15,000	- 0 -	- 0 -
TOTAL BUSINESS-TYPE FUNDS	15,611,886	1,254,298	8%	14,357,588	1,104,115	150,184
GENERAL (LESS DONATIONS)						
DONATIONS						
LEGAL						
POLICE	7,900	208	3%	7,692	366	(158)
E911						
POLICE EQUITABLE SHARING	100,000	- 0 -	0%	100,000	- 0 -	- 0 -
STREET	2,060,578	113,002	5%	1,947,576	125,075	(12,073)
STREET STP	149,947	0	0%	149,947	0	(0)
DEBT SERVICE	875,448	153,035	17%	722,413	171,910	(18,875)
RAIL CAMPUS	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG AFFORD HOUSING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG RURAL ENTERPRISE ASST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG RAIL SITE	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG DOWNTOWN REVITAL GRANT	300,000	- 0 -	0%	300,000	- 0 -	- 0 -
BLDGS & GRDS (CITY HALL)	36,000	- 0 -	0%	36,000	3,000	(3,000)
CIVIC CENTER	266,671	1,285	0%	265,386	- 0 -	1,285
LIBRARY	74,583	1,460	2%	73,123	2,502	(1,042)
LIBRARY MAINTENANCE FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PUBLIC PROPERTIES	26,250	1,253	5%	24,997	1,029	224
CEMETERY	50,000	6,600	13%	43,400	4,875	1,725
GOLF COURSE	279,100	14,627	5%	264,473	18,728	(4,101)
NEW PARK DEVELOPMENT	70	5	7%	65	10	(5)
NEW CEMETERY DEVELOPMENT	180	14	8%	166	29	(14)
GUTHMAN TRUST - REGULAR	260	1	1%	259	3	(1)
GUTHMAN TRUST - PAVING	20	2	8%	18	3	(2)
PERPETUAL CARE - PRINCIPAL	7,000	1,200	17%	5,800	900	300
PERPETUAL CARE - INTEREST	220	18	8%	202	34	(16)
BLDGS & GRDS (OTHER)	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
BUILDING INSPECTION	95,550	3,486	4%	92,064	8,695	(5,209)
FIRE (LESS DONATIONS)	50,000	- 0 -	0%	50,000	- 0 -	- 0 -
FIRE DONATIONS	100,000	- 0 -	0%	100,000	- 0 -	- 0 -
FIRE EQUIPMENT SINKING FUND	62,800	139	0%	62,661	660	(521)
TREE BOARD	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PLANNING COMMISSION	5,100	716	14%	4,384	932	(216)
ENGINEER	116,416	- 0 -	0%	- 0 -	- 0 -	- 0 -
DOWDING POOL (LESS DONATIONS)	80,050	- 0 -	0%	80,050	- 0 -	- 0 -
POOL DONATIONS	1,000	- 0 -	0%	1,000	- 0 -	- 0 -
CONCESSION STAND	800	- 0 -	0%	800	- 0 -	- 0 -
SWIMMING LESSONS	17,000	- 0 -	0%	17,000	- 0 -	- 0 -
RECREATION	35,650	765	2%	34,885	5,627	(4,862)
SPORTS COMPLEX LIGHTS	43	3	7%	40	6	(3)
SENIOR CENTER	75,500	3,990	5%	71,510	3,140	850
SENIOR SHUTTLE	3,239	334	10%	2,905	3	331
RECYCLING	1,000	2,628	0%	(1,628)	545	2,083
ECONOMIC DEVELOPMENT	278,595	20,745	7%	257,850	19,506	1,239
TAX INCREMENT FINANCING	424,349	21,338	5%	403,011	14,795	6,544
GENERAL REVENUES	4,724,139	60,952	1%	4,663,187	165,583	(104,631)
TOTAL GOVERNMENTAL FUNDS	10,305,458	407,807	4%	9,781,235	547,954	(140,147)

(UNAUDITED)

TREASURER'S REPORT		MONTH OF: OCTOBER 2021					
VARIANCE AT: 8.33%							
DEPARTMENT	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE	
	BUDGET	EXPENDITURES	VARIANCE			BALANCE	EXPENDITURES
ELECTRIC	11,308,038	846,734	7%	10,461,304	892,154	(45,420)	
ELEC BOND PYMT	494,905	- 0 -	0%	494,905	- 0 -	- 0 -	
WATER	4,266,596	115,730	3%	4,150,866	117,716	(1,986)	
WATER BOND PYMTS	329,284	- 0 -	0%	329,284	- 0 -	- 0 -	
WATER SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
WASTEWATER TREATMENT	2,456,620	159,649	6%	2,296,971	100,870	58,780	
WWTW BOND PYMT	290,258	- 0 -	0%	290,258	- 0 -	- 0 -	
WWTW SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
TOTAL BUSINESS-TYPE FUNDS	19,145,701	1,122,114	6%	18,023,587	1,110,740	11,374	
GENERAL (LESS DONATIONS)	1,389,181	88,151	6%	1,301,030	83,093	5,057	
DONATIONS	100,000	2,388	2%	97,612	- 0 -	2,388	
LEGAL	71,963	6,478	9%	65,485	10,002	(3,524)	
POLICE	1,543,421	136,815	9%	1,406,606	134,162	2,653	
E911	191,391	15,949	8%	175,442	19,217	(3,268)	
POLICE EQUITABLE SHARING	100,000	- 0 -	0%	100,000	- 0 -	- 0 -	
STREET	3,710,579	597,241	16%	3,113,338	461,952	135,290	
STP FUNDS	149,944	3,325	2%	146,619	- 0 -	3,325	
DEBT SERVICE	1,073,948	58,466	5%	1,015,482	71,262	(12,796)	
RAIL CAMPUS	15,500	- 0 -	0%	15,500	1,470	(1,470)	
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG AFFORD HOUSING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG RURAL ENTERPRISE ASST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG RAIL SITE	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG-DOWNTOWN REVITAL GRANT	300,000	- 0 -	0%	300,000	2,426	(2,426)	
BLDGS & GRDS (CITY HALL)	36,759	6,527	18%	30,232	6,338	189	
CIVIC CENTER	266,671	22,660	8%	244,011	40,255	(17,595)	
LIBRARY	614,985	39,243	6%	575,742	43,429	(4,186)	
LIBRARY MAINTENANCE FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PUBLIC PROPERTIES	493,036	55,133	11%	437,903	68,141	(13,007)	
CEMETERY	208,460	29,437	14%	179,023	35,024	(5,587)	
GOLF COURSE	547,909	51,563	9%	496,346	56,846	(5,283)	
NEW PARK DEVELOPMENT	100	58	0%	42	- 0 -	58	
NEW CEMETERY DEVELOPMENT	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
GUTHMAN TRUST - REGULAR	145	- 0 -	0%	145	- 0 -	- 0 -	
GUTHMAN TRUST - PAVING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PERPETUAL CARE - PRINCIPAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PERPETUAL CARE - INTEREST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
BLDGS & GRDS (OTHER)	11,050	- 0 -	0%	11,050	335	(335)	
BUILDING INSPECTION	109,853	13,799	13%	96,054	10,937	2,863	
FIRE (LESS DONATIONS)	334,890	21,477	6%	313,413	20,054	1,423	
FIRE DONATIONS	100,000	- 0 -	0%	100,000	- 0 -	- 0 -	
FIRE EQUIPMENT SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
TREE BOARD	12,550	75	1%	12,475	- 0 -	75	
PLANNING COMMISSION	27,666	1,843	7%	25,823	1,816	26	
ENGINEER	153,887	10,539	7%	- 0 -	13,458	(2,919)	
DOWDING POOL (LESS DONATIONS)	257,488	20,349	8%	237,139	18,918	1,431	
POOL DONATIONS	1,000	- 0 -	0%	1,000	- 0 -	- 0 -	
CONCESSION STAND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SWIMMING LESSONS	13,858	- 0 -	0%	13,858	- 0 -	- 0 -	
RECREATION	320,321	46,951	15%	273,370	33,087	13,865	
SPORTS COMPLEX LIGHTS	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SENIOR CENTER	177,650	18,611	10%	159,039	11,388	7,222	
SENIOR SHUTTLE	3,239	1,088	34%	2,151	999	89	
RECYCLING	113,141	3,515	3%	109,626	14,450	(10,935)	
ECONOMIC DEVELOPMENT	278,595	6	0%	278,589	7	(1)	
TAX INCREMENT FINANCING	415,999	- 0 -	0%	415,999	14,913	(14,913)	
TOTAL GOVERNMENTAL FUNDS	13,145,179	1,251,688	10%	11,750,143	1,173,980	77,709	

(UNAUDITED)

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 10/31/2021

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Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	818483EPO	AFS	SEWARD-REF-ELEC REV NE 22 02/15/22	2.20		105,000.00 100.00%	105,000.00	105,000.00	105,159.60
COMM: COMMERCE BANK	803770SC1	AFS	SARPY CO SD #37-B-REF NE 31 06/15/31 06/15/22 @ 100.00	3.00	AA-	250,000.00 100.00%	250,000.00	250,000.00	254,547.50
COMM: COMMERCE BANK	810183AZ6	AFS	SCOTTS BLUFF SD #32 NE 24 06/15/24	2.50		250,000.00 100.00%	250,000.00	250,000.00	250,455.00
COMM: COMMERCE BANK	256449BC2	AFS	DODGE SD #595-QSCB NE 25 12/15/25	6.00		300,000.00 100.00%	300,000.00	300,000.00	300,951.00
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	200,212.00
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	200,218.00
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	250,255.00
COMM: COMMERCE BANK	25933AFG6	AFS	DOUGLAS SID #492-REF NE 28 08/15/28	3.20		175,000.00 100.00%	175,000.00	175,000.00	178,038.00
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	157,266.10
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	250,722.50
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	250,130.70	252,340.00
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	151,425.00
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	255,345.00

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

10/29/2021 8:29 AM - BLA / JNET

Pledges By Pledgee And Maturity

BBA

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 10/31/2021

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
COMM: COMMERCE BANK	751265RA9	AFS	RALSTON-VEHICLE NE 32 06/01/32		3.70		300,000.00 100.00%	300,000.00	300,000.00	300,444.00
COMM: COMMERCE BANK	661615UB8	AFS	N PLATTE-REF NE 32 12/15/32		3.00	A	200,000.00 100.00%	200,000.00	200,818.55	207,466.00
COMM: COMMERCE BANK	698864HR9	AFS	PAPILLION MUNI FACS NE 33 12/15/33		3.00	Aa1	175,000.00 100.00%	175,000.00	177,305.51	184,957.50
COMM: COMMERCE BANK	80449PEB7	AFS	SAUNDERS SD #9-REF NE 33 12/15/33		3.35		400,000.00 100.00%	400,000.00	395,573.28	400,468.00
COMM: COMMERCE BANK	818468BN9	AFS	SEWARD-REF NE 33 12/15/33		2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	405,648.00
COMM: COMMERCE BANK	943776KA1	AFS	WAVERLY NE 34 06/01/34		2.95		335,000.00 100.00%	335,000.00	335,000.00	342,128.80
COMM: COMMERCE BANK	25930PDA1	AFS	DOUGLAS SID #477-REF NE 34 09/15/34		4.00		150,000.00 100.00%	150,000.00	150,000.00	151,135.50
COMM: COMMERCE BANK	840372SX5	AFS	SOUTH SIOUX CITY-REF NE 36 08/01/36		2.20		200,000.00 100.00%	200,000.00	200,000.00	196,622.00
COMM: COMMERCE BANK	80378EDN2	AFS	SARPY SID #263-REF NE 36 09/15/36		3.80		260,000.00 100.00%	260,000.00	260,000.00	265,969.60
COMM: COMMERCE BANK	68905WFK3	AFS	OTOE CO NE SD #501-B NE 36 12/15/36		1.70	Aa3	200,000.00 100.00%	200,000.00	200,000.00	193,578.00
COMM: COMMERCE BANK	803787DT4	AFS	SARPY CO SD#46 NE 36 12/15/36		2.00	AA-	200,000.00 100.00%	200,000.00	203,092.02	202,076.00
COMM: COMMERCE BANK	80377XCV4	AFS	SARPY CO SID #190-REF NE 37 10/15/37		4.00		205,000.00 100.00%	205,000.00	205,000.00	212,831.00
COMM: COMMERCE BANK	25933EDH8	AFS	DOUGLAS CO SID #473 NE 37 11/15/37		4.40		250,000.00 100.00%	250,000.00	250,000.00	253,050.00

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 10/31/2021

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Receipt#	CUSIP	ASC 320	Description	Maturity	Prerefund	Pool/Type	Moody	Original Face	Pledged		Market Value
									Coupon	S&P	
80379KCR9	AFS	AFS	SARPY CO SID #272 NE 37	12/15/37		4.25		200,000.00	200,000.00	200,000.00	202,242.00
COMM: COMMERCE BANK											
25929RCY9	AFS	AFS	DOUGLAS CO SID #485 NE 38	05/15/38		2.65		200,000.00	200,000.00	200,000.00	197,936.00
COMM: COMMERCE BANK											
25932EDK2	AFS	AFS	DOUGLAS CO SID #438 NE 38	08/15/38		4.20		250,000.00	250,000.00	250,000.00	258,925.00
COMM: COMMERCE BANK											
25936FBM3	AFS	AFS	DOUGLAS CO IMP DT#513 NE 3E	10/15/38		2.70		100,000.00	100,000.00	100,000.00	100,345.00
COMM: COMMERCE BANK											
25939HBX2	AFS	AFS	DOUGLAS CO SAN&IMP DT NE 3	11/15/38		2.90		150,000.00	150,000.00	150,000.00	148,644.00
COMM: COMMERCE BANK											
72778PCU5	AFS	AFS	PLATTE CO SD #5 NE 38	12/15/38		2.00	AA-	200,000.00	200,000.00	200,701.83	200,724.00
COMM: COMMERCE BANK											
25934MCK3	AFS	AFS	DOUGLAS SID #531-REF NE 39	01/15/39		4.35		200,000.00	200,000.00	200,000.00	207,310.00
COMM: COMMERCE BANK											
25930BEE3	AFS	AFS	DOUGLAS CO SID #504 NE 39	08/15/39		3.40		215,000.00	215,000.00	215,000.00	220,237.40
COMM: COMMERCE BANK											
80373YDV5	AFS	AFS	SARPY CO SID#158-REF NE 39	08/15/39		2.95		190,000.00	190,000.00	190,000.00	189,160.20
COMM: COMMERCE BANK											
80377BKB7	AFS	AFS	SARPY CO SID #264-REF NE 39	10/15/39		2.55		150,000.00	150,000.00	150,000.00	144,276.00
COMM: COMMERCE BANK											
25931BEJ1	AFS	AFS	DOUGLAS SID #507-REF NE 40	05/01/40		3.15		185,000.00	185,000.00	185,000.00	185,299.70
COMM: COMMERCE BANK											
25933VDM9	AFS	AFS	DOUGLAS CO SD #559 NE 40	05/15/40		3.40		175,000.00	175,000.00	175,000.00	181,182.75
COMM: COMMERCE BANK											
25938TBK5	AFS	AFS	DOUGLAS CO SAN & IMPT NE 4C	06/01/40		2.85		130,000.00	130,000.00	130,000.00	127,758.80
COMM: COMMERCE BANK											

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

As Of 10/31/2021 Jones Bank - Seward, NE

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Receipt#	CUSIP	ASC 320 Maturity	Description	Prerefund	Pool/Type	Moody S&P	Original Face Pledged Percent	Pledged		Market Value	
								Original Face	Par		
COMM: COMMERCE BANK	25930LDG7	AFS	DOUGLAS CO NE SID#530 NE 40	09/15/40	3.00		150,000.00	150,000.00	150,000.00	151,981.50	
COMM: COMMERCE BANK	25933EEG9	AFS	DOUGLAS CO SAN & IMP NT NE 4C	11/15/40	3.15		190,000.00	190,000.00	190,000.00	192,109.00	
COMM: COMMERCE BANK	164543BF6	AFS	CHERRY CO NE 40	12/15/40	3.00	Aa3	200,000.00	200,000.00	205,292.08	210,840.00	
COMM: COMMERCE BANK	617775EV9	AFS	MORRILL CO NE 41	06/15/41	2.25		240,000.00	240,000.00	240,000.00	233,755.20	
COMM: COMMERCE BANK	25939LDA1	AFS	DOUGLAS CO SID #567 NE 41	07/15/41	2.75		200,000.00	200,000.00	200,000.00	192,096.00	
COMM: COMMERCE BANK	25930LDN2	AFS	DOUGLAS CO SAN #530 NE 41	08/15/41	2.85		200,000.00	200,000.00	200,000.00	191,856.00	
COMM: COMMERCE BANK	80379QBT3	AFS	SARPY CO NE SAN-REF NE 41	08/15/41	2.75		255,000.00	255,000.00	255,000.00	238,093.50	
COMM: COMMERCE BANK	80387LAS7	AFS	SARPY CO SAN & IMP DT NE 41	08/15/41	2.90		200,000.00	200,000.00	200,000.00	194,190.00	
COMM: COMMERCE BANK	25931XDM7	AFS	DOUGLAS CO SID #557 NE 41	11/15/41	2.80		165,000.00	165,000.00	165,000.00	161,341.95	
COMM: COMMERCE BANK	25932XDN4	AFS	DOUGLAS CO NE SID-REF NE 41	12/15/41	2.75		250,000.00	250,000.00	250,000.00	246,295.00	
COMM: COMMERCE BANK	3136AQUZ1	AFS	FNR 2015-92 PA	12/25/41	2.50		1,590,000.00	573,111.35	574,129.53	591,437.22	
50 Securities Pledged To: 1010 - CITY TREASURER								12,045,000.00	11,028,111.35	11,037,043.50	11,091,345.32

CASH IN BANK \$10,636,140.66

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

Pledged Securities Detail
October 31, 2021

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

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	Pledged Face % of Total	Pledge Values			Market Value Collateral Value
										Par Value	Book Value	Carrying Value Interest Rec	
MBS FGLM D02/02	3128PNBR8 FHLMC POOL J09948		4.000		185147186-1		7/1/2024 6/1/2009 AFS	1,300,000.00 22,116.65	1,300,000.00 100.00%	22,116.65 22,578.03	23,040.79 73.72	23,040.79 23,114.51	
MBS FGLM D02/02	3128PQ4E8 FHLMC POOL J11721		4.500		185147195-1		2/1/2025 2/1/2010 AFS	1,200,000.00 26,820.05	1,200,000.00 100.00%	26,820.05 27,566.80	28,090.86 100.58	28,090.86 28,191.44	
MBS FGLM D02/02	3128QOGL5 FHLMC POOL J19203		4.000		185147609-1		5/1/2027 5/1/2012 AFS	425,000.00 36,501.23	425,000.00 100.00%	36,501.23 37,925.35	39,013.84 121.67	39,013.84 39,135.51	
MBS FGLM D02/02	31294MML2 FHLMC POOL E03063		3.000		185147907-1		3/1/2022 3/1/2012 AFS	1,000,000.00 2,006.77	1,000,000.00 100.00%	2,006.77 2,010.86	2,114.83 5.02	2,114.83 2,119.85	
MBS FGLM D02/02	3132CWTM6 FHLMC POOL SB0556		3.000		177032961-1		9/1/2036 9/1/2021 AFS	342,551.00 340,553.10	342,551.00 100.00%	340,553.10 340,553.10	364,988.46 851.38	364,988.46 365,849.84	
MBS FGLM D02/02	31335HUG6 FHLMC POOL C90583		6.000		185150272-1		10/1/2022 10/1/2002 AFS	700,000.00 494.38	700,000.00 100.00%	494.38 494.38	513.22 2.47	513.22 515.69	
MBS FGLM D02/02	31335HYR8 FHLMC POOL C90720		5.500		185150298-1		10/1/2023 10/1/2003 AFS	3,250,000.00 16,813.05	3,250,000.00 100.00%	16,813.05 19,193.42	19,661.24 86.23	19,661.24 19,747.47	
MBS FGLM D02/02	3133LPTR8 FHLMC POOL RD5060		2.000		177025719-1		6/1/2031 5/1/2021 AFS	500,000.00 469,017.22	500,000.00 100.00%	469,017.22 485,601.95	482,087.98 781.70	482,087.98 482,869.68	
MBS FNMA D02/02	31371LQY8 FNMA POOL 255271		5.000		185155978-1		6/1/2024 5/1/2004 AFS	500,000.00 4,155.47	500,000.00 100.00%	4,155.47 4,143.38	4,593.39 17.31	4,593.39 4,610.70	
MBS FNMA D02/02	31371NJQ9 FNMA POOL 256871		6.500		185156082-1		8/1/2022 7/1/2007 AFS	1,100,000.00 2,901.40	1,100,000.00 100.00%	2,901.40 2,929.91	2,947.53 15.72	2,947.53 2,963.25	
MBS FNMV D02/02	31375HAP9 FNMA ARM POOL 334914		2.293		185156211-1		2/1/2026 1/1/1996 AFS	1,000,000.00 719.74	1,000,000.00 100.00%	719.74 721.81	722.00 1.38	722.00 723.38	

Report reflects information submitted to VS Bond Accounting by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. See customer's Safekeeping Agent reports as needed.
H231 : Pledged Securities Detail
As of: 10/31/2021, Created: 10/28/2021 4:20:16 PM

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

**Pledged Securities Detail
October 31, 2021**

H231
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Report Sequence: sgrp, CUSIP, Ticket

SGrp STYP Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Market Value Collateral Value
										Par Value	Carrying Value Interest Rec	
MBS FNMA D02/02	3138AMK38 FNMA POOL A17513		4.500		185159473-1		7/1/2026 7/1/2011	500,000.00	500,000.00	45,497.85	48,049.90	48,049.90
MBS FNMA D02/02	3138EJLQ9 FNMA POOL AL2134		4.000		185159924-1		AFS 7/1/2027	45,497.85	100.00%	46,889.09	170.62	48,220.52
MBS FNMA D02/02	3138EKR09 FNMA POOL AL3191		3.500		185160071-1		AFS 7/1/2012	443,000.00	443,000.00	48,299.40	51,627.94	51,627.94
MBS FNMA D02/02	3138EKV4 FNMA POOL AL3327		2.500		185160087-1		AFS 2/1/2028	48,299.40	100.00%	49,956.59	161.00	51,788.94
MBS FNMA D02/02	3138ELGF4 FNMA POOL AL3797		2.500		184006561-1		AFS 2/1/2013	500,000.00	500,000.00	61,892.70	65,671.22	65,671.22
MBS FNMA D02/02	3138ELYF4 FNMA POOL AL4309		4.000		185160221-1		AFS 4/1/2023	61,892.70	100.00%	63,955.89	180.52	65,851.74
MBS FNMA D02/02	3138EMCY5 FNMA POOL AL4586		4.000		185160242-1		AFS 3/1/2013	525,000.00	525,000.00	14,594.59	14,784.49	14,784.49
MBS FNMA D02/02	3138EMPD7 FNMA POOL AL4919		3.500		184006560-1		AFS 6/1/2028	14,640.98	100.00%	14,640.98	30.41	14,814.90
MBS FNMA D02/02	3138WDU82 FNMA POOL AS4206		3.000		178006698-1		AFS 6/1/2013	2,150,000.00	2,150,000.00	454,738.09	472,697.63	472,697.63
MBS FNMA D02/02	3140J5EA3 FNMA POOL BM1028		2.500		185164038-1		AFS 10/1/2028	454,738.09	100.00%	471,614.82	947.37	473,645.00
MBS FNMA D02/02	3140X9CH6 FNMA POOL FM5471		2.500		199000173-1		AFS 10/1/2013	1,000,000.00	1,000,000.00	111,894.54	118,783.36	118,783.36
MBS FNMA D02/02							AFS 2/1/2027	111,894.54	100.00%	116,034.68	372.98	119,156.34
MBS FNMA D02/02							AFS 12/1/2013	575,000.00	575,000.00	52,888.90	55,679.34	55,679.34
MBS FNMA D02/02							AFS 3/1/2029	52,888.90	100.00%	54,797.31	176.30	55,855.64
MBS FNMA D02/02							AFS 2/1/2014	2,000,000.00	631,641.94	142,147.99	150,828.63	150,828.63
MBS FNMA D02/02							AFS 11/1/2030	450,090.40	31.58%	150,008.04	414.60	151,243.23
MBS FNMA D02/02							AFS 12/1/2014	1,160,060.00	1,160,000.00	227,422.35	239,118.19	239,118.19
MBS FNMA D02/02							AFS 12/1/2014	227,422.35	100.00%	238,616.87	568.56	239,886.75
MBS FNMA D02/02							AFS 12/1/2029	300,000.00	300,000.00	77,011.38	80,094.19	80,094.19
MBS FNMA D02/02							AFS 3/1/2017	77,011.38	100.00%	77,302.66	160.44	80,254.63
MBS FNMA D02/02							AFS 12/1/2035	465,090.00	465,000.00	426,887.76	448,839.63	448,839.63
MBS FNMA D02/02							AFS 12/1/2020	426,887.76	100.00%	449,576.61	889.35	449,728.98

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

**Pledged Securities Detail
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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	Pledged Face % of Total	Pledge Values		Market Value Collateral Value
										Par Value	Book Value	
MBS	3140X9LKL9		3.000		177020855-1		1/1/2041	500,000.00	500,000.00	373,566.50	390,254.55	390,254.55
FNMA	FNMA POOL FM5729						1/1/2021	373,566.50	100.00%	397,304.08	933.92	391,188.47
D02/02							AFS					
MBS	31410KAW4		4.000		185164389-1		3/1/2023	2,050,000.00	2,050,000.00	1,698.10	1,701.62	1,701.62
FNMA	FNMA POOL 889321						3/1/2008	1,698.10	100.00%	1,714.83	5.66	1,707.28
D02/02							AFS					
MBS	31412P2K6		4.500		185164602-1		7/1/2024	2,900,000.00	2,900,000.00	42,105.97	44,061.30	44,061.30
FNMA	FNMA POOL 931478						6/1/2009	42,105.97	100.00%	43,024.65	157.90	44,219.20
D02/02							AFS					
MBS	31417SAL4		4.500		185165282-1		10/1/2024	2,040,000.00	2,040,000.00	57,485.20	60,136.70	60,136.70
FNMA	FNMA POOL AC5410						10/1/2009	57,485.20	100.00%	58,910.89	215.57	60,352.27
D02/02							AFS					
MBS	31418AAC2		3.000		185165786-1		11/1/2026	1,000,000.00	1,000,000.00	46,372.57	48,237.29	48,237.29
FNMA	FNMA POOL MA0902						10/1/2011	46,372.57	100.00%	46,869.26	115.93	48,353.22
D02/02							AFS					
MBS	31418AKN7		3.000		177011537-1		10/1/2092	800,000.00	800,000.00	163,385.91	172,946.48	172,946.48
FNMA	FNMA POOL MA1200						9/1/2012	163,385.91	100.00%	172,600.99	408.46	173,354.94
D02/02							AFS					
MBS	31418AQY7		2.500		185166318-1		3/1/2023	500,000.00	500,000.00	15,276.76	15,487.25	15,487.25
FNMA	FNMA POOL MA1370						2/1/2013	15,276.76	100.00%	15,329.88	31.83	15,519.08
D02/02							AFS					
MBS	31418AYS1		2.500		185166625-1		10/1/2023	587,000.00	587,000.00	31,402.60	32,006.14	32,006.14
FNMA	FNMA POOL MA1620						9/1/2013	31,402.60	100.00%	31,550.93	65.42	32,071.56
D02/02							AFS					
MBS	31418BSR3		4.000		177020853-1		6/1/2036	410,000.00	410,000.00	128,644.79	139,829.53	139,829.53
FNMA	FNMA POOL MA2655						5/1/2016	128,644.79	100.00%	138,374.12	428.82	140,258.35
D02/02							AFS					
MBS	31418DT77		2.000		177023307-1		11/1/2030	771,122.00	771,122.00	596,489.19	612,969.84	612,969.84
FNMA	FNMA POOL MA4173						10/1/2020	596,489.19	100.00%	618,014.28	994.15	613,963.99
D02/02							AFS					
MBS	31418DZ96		1.500		184010674-1		6/1/2031	500,000.00	500,000.00	470,832.78	477,494.09	477,494.09
FNMA	FNMA POOL MA4367						5/1/2021	470,832.78	100.00%	480,948.58	588.54	478,082.63
D02/02							AFS					

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H231 : Pledged Securities Detail
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**Cattle Bank & Trust (052)
Investment Portfolio (1)**

**Pledged Securities Detail
October 31, 2021**

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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	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value Book Value	Book Value		
MUNI GO D02/02	259290EB6 DOUGLAS CNTY NE SAN & IMPT DIS		3.100	NE	185142828-1	Contn 11/1/2021 100.000	8/15/2030 6/15/2016 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	150,887.00 981.67	150,087.90 151,068.67	
MUNI GO D02/02	259292CS7 DOUGLAS CNTY SAN IMPT DIST 427		2.700	NE	185142831-1	Contn 11/15/2022 100.000	11/15/2026 11/15/2017 AFS	280,000.00 280,000.00	280,000.00 100.00%	280,000.00 280,000.00	282,307.20 3,486.00	282,307.20 285,793.20	
MUNI GO D02/02	25930HAU8 DOUGLAS CNTY NE SAN & IMPT DIS		2.400	NE	185142850-1	Contn 11/1/2021 100.000	3/15/2022 3/15/2015 AFS	75,000.00 75,000.00	75,000.00 100.00%	75,000.00 75,000.00	75,074.25 230.00	75,074.25 75,304.25	
MUNI GO D02/02	25930PCG9 DOUGLAS CNTY NE SAN & IMPT		2.900	NE	185142854-1	Contn 11/15/2021 100.000	11/15/2028 11/15/2016 AFS	80,000.00 80,000.00	80,000.00 100.00%	80,000.00 80,000.00	80,054.40 1,069.78	80,054.40 81,124.18	
MUNI GO D02/02	25930TBJ6 DOUGLAS CNTY NEB SANI & #421		2.900	NE	184003054-1	Cont 5/15/2025 100.000	11/15/2036 5/19/2020 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	53,039.50 668.61	53,039.50 53,708.11	
MUNI GO D02/02	25931BEG7 DOUGLAS CNTY NEB SAN & IMPT DI		2.750	NE	184010678-1	Cont 5/1/2026 100.000	5/1/2035 5/3/2021 AFS	175,000.00 175,000.00	175,000.00 100.00%	175,000.00 175,000.00	174,678.00 2,379.51	174,678.00 177,057.51	
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Contn 11/15/2021 100.000	11/15/2028 11/15/2016 AFS	170,000.00 170,000.00	170,000.00 100.00%	170,000.00 170,000.00	170,096.90 2,116.50	170,096.90 172,213.40	
MUNI GO D02/02	25931VBN1 DOUGLAS CNTY NE SAN & IMPT		3.500	NE	185142866-1	Contn 7/15/2022 100.000	8/15/2032 7/27/2017 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	50,323.50 369.44	50,323.50 50,692.94	
MUNI GO D02/02	25931VCF7 DOUGLAS CNTY NEB SAN #471		2.350	NE	177020849-1	Cont 2/15/2026 100.000	8/15/2035 2/19/2021 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	101,146.00 496.11	101,146.00 101,642.11	
MUNI GO D02/02	25933BEB6 DOUGLAS CNTY NEB SAN & IMPT DI		3.000	NE	184003099-1	Cont 5/15/2025 100.000	11/15/2035 5/19/2020 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	157,176.00 2,075.00	157,176.00 159,251.00	
MUNI REV D02/02	373807CE4 GERING NEB COMBINED UTILS REV		1.850	NE	184010461-1	Cont 4/29/2026 100.000	12/15/2035 4/29/2021 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	99,567.00 698.89	99,567.00 100,265.89	

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Pledged Securities Detail
October 31, 2021

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

Report Sequence: sgrp, CUSIP, Ticket

SGrp STYP Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Market Value Collateral Value
										Par Value Book Value	Carrying Value Interest Rec	
MUNI GO D02/02	406036HN6 HALL CNTY NE SCD #2 GRAND IS		2.400	NE	185176896-1	Contin 11/1/2021 100.000	12/15/2024 2/9/2015 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	100,153.00 906.67	100,153.00 101,059.67
MUNI GMCP D02/02	497593DJ9 KIRKWOOD CMNTY COLLEGE IOWA CT.		4.000	IA	177032959-1	Cont 6/1/2029 100.000	6/1/2034 3/23/2020 AFS	365,000.00 365,000.00	365,000.00 100.00%	365,000.00 435,945.05	427,988.05 6,083.33	427,988.05 434,071.38
MUNI GO D02/02	505318QS7 LA VISTA NE		2.650	NE	185179244-1	Contin 11/1/2021 100.000	11/15/2024 12/31/2014 AFS	115,000.00 115,000.00	115,000.00 100.00%	115,000.00 115,000.00	115,186.30 1,405.24	115,186.30 116,591.54
MUNI REV D02/02	57973FDD8 MCCOOK NE PUBLIC PWR DIST		3.150	NE	185181068-1	Contin 8/9/2022 100.000	12/15/2030 8/9/2017 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	100,940.00 1,196.00	100,940.00 102,130.00
MUNI REV D02/02	71366VKE9 PERENNIAL PUB PWR DIST NEB ELE		1.800	NE	177020856-1	Cont 2/17/2026 100.000	12/15/2036 2/17/2021 AFS	210,000.00 210,000.00	210,000.00 100.00%	210,000.00 210,000.00	211,917.30 1,428.00	211,917.30 213,345.30
MUNI GO D02/02	803766BG8 SARPY CNTY NE SAN & IMPT		2.850	NE	185187208-1	Contin 11/1/2021 100.000	5/15/2022 7/1/2015 AFS	90,000.00 90,000.00	90,000.00 100.00%	90,000.00 90,000.00	90,148.50 1,182.75	90,148.50 91,331.25
MUNI GO D02/02	80376DCN7 SARPY CNTY NE SAN & IMPT DIST		3.250	NE	185187210-1	Contin 11/1/2021 100.000	10/15/2023 10/15/2012 AFS	200,000.00 200,000.00	200,000.00 100.00%	200,000.00 200,000.00	200,446.00 288.89	200,446.00 200,734.89
MUNI GO D02/02	80376ECZ8 SARPY CNTY NE SAN & IMPT DIST		3.750	NE	185187211-1	Contin 2/15/2022 100.000	8/15/2029 2/15/2017 AFS	90,000.00 90,000.00	90,000.00 100.00%	90,000.00 90,000.00	90,999.90 712.50	90,999.90 91,712.40
MUNI GO D02/02	80376UBK6 SARPY CNTY NE SAN & IMPT DIST		2.700	NE	185187214-1	Prerfrnd 7/15/2022 100.000	8/15/2026 7/15/2017 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	50,921.00 285.00	50,921.00 51,206.00
MUNI GO D02/02	80377BK18 SARPY CNTY NEB S&I DIST #264		2.350	NE	184010680-1	Cont 5/3/2026 100.000	8/15/2034 5/3/2021 AFS	180,000.00 180,000.00	180,000.00 100.00%	180,000.00 180,000.00	178,695.00 893.00	178,695.00 179,588.00
MUNI GO D02/02	80377TBE2 SARPY CNTY NE SAN & IMPT DIST		2.800	NE	185187220-1	Contin 11/15/2021 100.000	11/15/2028 11/15/2016 AFS	85,000.00 85,000.00	85,000.00 100.00%	85,000.00 85,000.00	85,055.25 1,097.44	85,055.25 86,152.69

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

Pledged Securities Detail
October 31, 2021

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Report Sequence: sgrp, CUSIP, Ticket

SGrp	CUSIP	Description	Rate	Ticket-P#	Call Type	Maturity Dt	Total Face	Pledged Face	Pledge Values		Market Value
									Par Value	Book Value	
STyp	Loc/Pl	S&P	Moody	State	Next Call Dt	Issue Dt	Total Par	% of Total	Carrying Value	Interest Rec	Collateral Value
MUNI	80377BF9	SARPY CNTY NE SAN & IMPT DIST	2.900	185187221-1	Contin	11/15/2029	85,000.00	85,000.00	85,000.00	85,061.20	85,061.20
GO				NE	11/15/2021	11/15/2016	85,000.00	100.00%	85,000.00	1,136.64	86,197.84
D02/02					100.000	AFS					
MUNI	80378TEW8	SARPY CNTY NE SAN & IMPT DIST	3.850	185187230-1	Contin	10/15/2033	85,000.00	85,000.00	85,000.00	86,479.00	86,479.00
GO				NE	4/15/2023	4/15/2018	85,000.00	100.00%	85,000.00	145.44	86,624.44
D02/02					100.000	AFS					
MUNI	80379AEF5	SARPY CNTY NEB SAN & IMPT #243	2.700	177011631-1	Cont	8/15/2038	290,000.00	290,000.00	290,000.00	281,529.10	281,529.10
GO				NE	8/15/2025	8/19/2020	290,000.00	100.00%	290,000.00	1,653.00	283,182.10
D02/02					100.000	AFS					
MUNI	80379KEN6	SARPY CNTY NEB SAN & IMPT #272	2.300	177018881-1	Cont	12/15/2034	50,000.00	50,000.00	50,000.00	47,944.50	47,944.50
GO				NE	12/15/2025	1/1/2021	50,000.00	100.00%	50,000.00	434.44	48,378.94
D02/02					100.000	AFS					
MUNI	818473FD7	SEWARD CNTY NE CENTENNIAL PUB	3.000	185187536-1	Prerefnd	12/15/2031	250,000.00	250,000.00	250,000.00	255,377.50	255,377.50
GO				NE	7/27/2022	7/27/2017	250,000.00	100.00%	250,356.59	2,833.33	256,210.83
D02/02					100.000	AFS					
MUNI	81847ELJ3	SEWARD NE	2.150	185187544-1	Contin	12/15/2022	100,000.00	100,000.00	100,000.00	100,116.00	100,116.00
GO				NE	11/1/2021	3/27/2012	100,000.00	100.00%	100,000.00	812.22	100,928.22
D02/02					100.000	AFS					
MUNI	81847ELK0	SEWARD NE	2.350	185187545-1	Contin	12/15/2023	95,000.00	95,000.00	95,000.00	95,118.75	95,118.75
GO				NE	11/1/2021	5/18/2012	95,000.00	100.00%	95,000.00	843.39	95,962.14
D02/02					100.000	AFS					
MUNI	818480BF1	SEWARD NEB ARPT AUTH	3.550	185187553-1	Contin	1/15/2024	120,000.00	120,000.00	120,000.00	120,310.80	120,310.80
REV				NE	11/1/2021	9/1/2011	120,000.00	100.00%	120,000.00	1,254.33	121,566.13
D02/02					100.000	AFS					
MUNI	818483EQ8	SEWARD NE ELEC REV	2.350	185187554-1	Contin	2/15/2023	110,000.00	110,000.00	110,000.00	110,145.20	110,145.20
REV				NE	11/1/2021	3/27/2012	110,000.00	100.00%	110,000.00	545.72	110,690.92
D02/02					100.000	AFS					
MUNI	818483FG9	SEWARD NE ELEC REV	2.450	185187557-1	Contin	2/15/2028	150,000.00	150,000.00	150,000.00	150,114.00	150,114.00
REV				NE	11/1/2021	6/15/2016	150,000.00	100.00%	150,000.00	775.83	150,889.83
D02/02					100.000	AFS					
MUNI	886094CD1	THURSTON CNTY NEB	2.500	184003102-1	Cont	12/15/2035	200,000.00	200,000.00	200,000.00	200,190.00	200,190.00
GO				NE	5/28/2025	5/28/2020	200,000.00	100.00%	197,225.58	1,888.89	202,078.89
D02/02					100.000	AFS					

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Pledged Securities Detail
October 31, 2021

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

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intert	Total Face Total Par	Pledged Face % of Total	Pledge Values			Market Value Collateral Value
										Par Value	Carrying Value	Interest Rec	
MUNI REV D02/02	943781BN3 WAVERLY NE COMB UTIL REV		3.100	NE	185198094-1	Contn 11/1/2021 100.000	6/15/2029 1/20/2016 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 1,171.11	100,101.00 101,272.11		
TAX TAXGO D02/02	079238AY7 BELLEVUE NEB REDEV REV		2.950	NE	185138622-1	Cont 11/1/2021 100.000	12/15/2021 5/6/2019 AFS	250,000.00 250,000.00	250,000.00 100.00%	250,550.00 2,786.11	250,550.00 253,336.11		
TAX TAXGO D02/02	61778RB78 MORRILL CNTY NEB SCH DIST #63		1.937	NE	177020846-1	Cont 12/1/2025 100.000	12/1/2031 2/25/2021 AFS	210,000.00 210,000.00	210,000.00 100.00%	200,883.90 1,694.88	200,883.90 202,578.78		
TAX TAXREV D02/02	68189TBA3 OMAHA NEB SPL OBLIG		6.400	NE	185184294-1	Cont 3/25/2008 100.000	2/1/2026 3/25/2008 AFS	55,000.00 55,000.00	35,000.00 63.64%	38,278.10 560.00	38,278.10 38,838.10		
CITY OF SEWARD								49,402,314.94		10,581,685.64 10,849,827.33	10,864,844.10 60,238.66	10,864,844.10 10,925,082.76	

CASH IN BANK \$11,242,107.28

Report reflects information submitted to VS Bond Accounting by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. See customer's Safekeeping Agent reports as needed.
H231 : Pledged Securities Detail
As of: 10/31/2021, Created: 10/28/2021 4:20:16 PM

3. City Codes Director Report

CURRENT YEAR: October 2021

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 2,076.90	\$ 265,146.09
REMODEL/ADDIT.	13	\$ 883.70	\$ 168,278.94
ACCESSORY	4	\$ 157.00	\$ 34,000.00
RELOCATE	0	\$ -	\$ -
ELECTRIC			
PLUMBING	6	\$ 1,121.00	
MECHANICAL	5	\$ 390.00	
SEWER TAP	1	\$ 250.00	
WATER TAP	1	\$ 838.00	
TEMP. ELEC.	1	\$ 50.00	
ELECTRIC SER.	1	\$ 200.00	
TOTALS	33	\$ 5,966.60	\$ 467,425.03

LAST YEAR: October 2020

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	4	\$ 9,192.40	\$ 1,387,087.48
REMODEL/ADDIT.	5	\$ 586.70	\$ 132,531.11
ACCESSORY	18	\$ 928.75	\$ 47,425.23
RELOCATE	21	\$ 550.00	\$ 229,391.92
ELECTRIC			
PLUMBING	16	\$ 1,440.00	\$ -
MECHANICAL	5	\$ 1,025.00	\$ -
SEWER TAP	4	\$ 1,000.00	\$ -
WATER TAP	4	\$ 3,524.00	\$ -
TEMP. ELEC.	4	\$ 200.00	\$ -
ELECTRIC SER.	4	\$ 800.00	\$ -
TOTALS	85	\$ 19,246.85	\$ 1,796,435.74

YEAR TO DATE January to December 2021

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	28	\$ 59,986.90	\$12,157,722.82
REMODEL/ADDIT.	84	\$ 13,674.79	\$ 4,891,242.93
ACCESSORY	134	\$ 12,186.45	\$ 661,542.82
RELOCATE	21	\$ 1,233.00	\$ 349,209.74
ELECTRIC			
PLUMBING	128	\$ 10,391.00	\$ -
MECHANICAL	75	\$ 9,058.03	\$ -
SEWER TAP	23	\$ 5,750.00	\$ -
WATER TAP	23	\$ 20,048.00	\$ -
TEMP. ELEC.	23	\$ 1,150.00	\$ -
ELECTRIC SER.	24	\$ 5,400.00	\$ -
TOTALS	563	\$ 138,878.17	\$18,059,718.31

YEAR TO DATE January to December 2020

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	26	\$ 59,171.15	\$ 12,341,669.30
REMODEL/ADDIT.	69	\$ 13,158.39	\$ 4,833,704.52
ACCESSORY	159	\$ 14,848.70	\$ 665,982.55
RELOCATE	35	\$ 1,000.00	\$ 281,868.92
ELECTRIC			
PLUMBING	130	\$ 10,835.00	\$ -
MECHANICAL	75	\$ 10,148.03	\$ -
SEWER TAP	23	\$ 5,750.00	\$ -
WATER TAP	23	\$ 20,263.00	\$ -
TEMP. ELEC.	24	\$ 1,200.00	\$ -
ELECTRIC SER.	24	\$ 5,600.00	\$ -
TOTALS	588	\$ 141,974.27	\$ 18,123,225.29

OPEN Property Maintenance Code Violation Report

					Updated 11-9-2021
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2021					
851 N 5th	Grass and Rubbish in backyard between fences	11/9/2021	Lindsay Mueller 851 N 5th St	Phone Call 402-646-5215 In Person	Tim visited the property, no one answered the door, left a door hanger. Left a message on Lindsay's phone to call. Lindsay called and it will be cleaned up no later than Monday 11-15-2021
720 N 1st	Grass/Weeds not mowed. Trash piled up and not being disposed of.	6/24/2021	Homemade Holdings LLC 842 N Lakeshore Dr Lincoln, NE 68528-1029	Phone Call 402-805-9195	Tim talked to the owners. They were unaware of the trash at the curb. They will contact their contractor and get it cleaned up shortly 10-26-21, Taken care of sameday.
725 N 6th St	Trash/rubbish in the front yard	10/4/2021	Dean Lee LLC PO Box 764 Wilber, NE	In person/phone call	Tim spoke with the property owner and the trash was removed same day.
57 Ash	Weeds	9/14/2021		In Person	Bill Arkel CSO, made contact with the tenant. The tenant cannot mow at this time and the landlord is suppose to be helping her out. Mowed 9-9-2021
1987 Star	Shipping Container	9/7/2021	Steve Rathje	Phone	Dave called and is doing remodeling and using the container to store building materials, Tim informed him he needed a building permit for the work and that the container could remain during the course of work. Builing permit was approved 9-8-2021
		9/7/2021		In Person	Bill Arkel CSO, made contact with Dave Rathje who resides on the premise. Dave will be calling to set something up.
240 N 7th	Weeds too tall	9/7/2021	Lindsey Kubicek - Seward Academy		Bille Arkel CSO called the Academy and they are in the process of cutting it back
444 Hillcrest	Grass/Shrubs too tall. Obstructing sight	8/18/2021	Jonathon Moberly/Jennifer Freund	In Person	Bill Arkel CSO spoke with the homeowner on 8-11-2021. The will trim it back. As of 9-3 nothing has been cut.
511 Bradford St	Building identification sign to large	9/1/2021	Huron Heights Retreat, LLC Scott Dinslage	In Person	Scott submitted an application for a sign permit with a new image and dimensions for the side of the building that met the standards of the sign ordinance for the CBD
		8/11/2021		In Person	The Alps Bark Park sign was partially painted over and Scott imformed the permitting office he would looking at additional resouces to help keep the sign.

OPEN Property Maintenance Code Violation Report

		8/9/2021		In Person	Tim spoke with Scott Dinslage and informed him of the sign ordinance for the CBD and the need for a sign permit, and that the signage was in violation and had to be removed.
635 N 2nd St	Weeds	8/9/2021	Marianna Bailey	In Person	Bill Arkel, CSO spoke with the owner. The weeds are partially taken down. In process of removing the remainder.
530 N 5th St	12 bags of trash in the alley not in a container, RV parked on the grass	8/3/2021	Nicole Lynn/Jeremy Martin	In Person	The trash was removed, The owners are out of town. Bill Arkel, CSO will contact the owners when they return. As of 8-24 the RV is still parked on the grass.
		7/30/2021			Bill Arkel,CSO left a door hanger.
518 N 5th St	Parking vehicles on the grass.		Jesse Webster	In Person	Bill Arkel, CSO spoke with the owner. The non-running vehicle was removed and an approved parking surface was being installed for the remaining vehicle.
441 Grand Ave	Brush pile not cleaned up	7/30/2021	Philip Friedrich	Phone Call	Bill Arkel, CSO Spoke with Philip, he would have the tenants remove the pile. The brush has been removed and cleaned up
205 E Moffit St	Grass and Weeds not mowed, Car parked on the grass	7/19/2021	Heather Probasco	In Person	Bill Arkel, CSO Spoke with the owner. Grass and weeds have been mowed and the care has been moved to the driveway.
720 N 1st	Grass/Weeds not mowed. The house needs painted. It's chipping down to the wood.	7/19/2021	Brad & Monique Peetz	In Person	Bill Arkel CSO will verify the height of the grass and exterior protection. 7-14-21 Bill Arkel verified that the front and backyard has been mowed.
1683 Eastridge	Home Occupation Sign	7/15/2021	Rosemary Thomas	In Person	Tim Dworak and Bill Arkel informed Rosemary that she needs a smaller sign of 3 sqft.
628 S. 2nd	Concrete steps are deteriorating.	7/13/2021	Becky Paulsen	Phone Call	Dan Hansen informed us of the complaint. CSO Bill Arkel contacted the owner that the steps are their responsibility. The owner wanted proof that she needs to fix them. Tim Dworak mailed a letter referencing the code that it's the owners responsibility.
143 E Lincoln	Debri in Alley	7/30/2021	Charles Jaudon	Phone Call	There was a debre in the alley blocking access. Bill Arkel CSO made contact and they are removing it the weekend of 6-26-2021
444 Seward St	Grease in the Street	6/30/2021	La Cocina/Rami	Phone Call	Tim Dworak went to the location and saw grease had been washed out in the street.

OPEN Property Maintenance Code Violation Report

2112 Rainbow	Grass/Weeds not mowed	6/30/2021	Keith Wintz	In Person	Bill Arkel CSO will contact the owner of the property and let them know it needs to be mowed. Grass/weeds were knocked down.
2168 Rainbow	Grass/Weeds not mowed	6/24/2021	Par 72 LLC	In Person	Bill Arkel CSO will contact the owner of the property and let them know it needs to be mowed. Grass/weeds were knocked down.
720 N 1st	Grass/Weeds not mowed	6/24/2021	Brad & Monique Peetz	Phone Call	Bill Arkel CSO will go assess the yard and leave a door hanger if necessary.
356 S 6th St	Grass/Weeds not mowed		Melissa Genetti	In person, phone call	Bill Arkel CSO left a door hanger, left message on phone.
429 S Columbia	Grass/Weeds not mowed	6/15/2021	Christopher Yates 8630 Oakmont Dr Lincoln, NE 68526	In person, phone call	Bill Arkel CSO left a door hanger, left message on phone. 6-23-2021 a notice and letter were left at the residence to mow and clean up the yard. The City of Seward is mowing the property 6-28-2021
101 S 4th	Weeds	6/11/2021			Demolition and clean up of the property will be begin immediately and be completed by July 4th.
319 Seward	Trash/rubbish in the back yard	6/2/2021	Patricia Johnson	Phone Call	Dumpster was delivered for debris, yard was mowed and weeds were chopped down.
					Bill Arkel CSO talked to Patricia Johnson. Some of the property is from a old tenant and she cannot get rid of it. She is in the process of evicting another tenant.
149 N 1st	Grass/Weeds not mowed		Steve Butler	Phone Call	Bill Arkel CSO will go assess the yard and leave a door hanger if necessary. Yard mowed.
429 S Columbia	Grass/Weeds not mowed		Christopher Yates	Phone Call	Bill Arkel CSO will go assess the yard and leave a door hanger if necessary.
720 N 1st	Grass/Weeds not mowed		Brad & Monique Peetz	Phone Call	Bill Arkel CSO will go assess the yard and leave a door hanger if necessary. 5-13-21 the yard is mowed
246 N 3rd St	Weeds		City of Seward	In Person	Weeds need sprayed. Spoke with Public Properties and they sprayed weeds Tuesday 5-4 and mowed the lot Wednesday 5-5
810 Moffit St	Foundation not filled in	5/4/2021	Patricia Murphy (life use)	Phone Call	House was removed and the foundation was dug out. The hole was never filled in. Called Pat Monday 5-3. The hole was filled in Wednesday 5-5
246 N 3rd	Weeds		City of Seward	In Person	Bob Core had a crew member spray the weeds 5-4-21
6th St	Holes in Pavement		City of Seward	In Person	Will be getting fixed 5-10 weather permitting.

OPEN Property Maintenance Code Violation Report

14th St	Holes in Pavement		City of Seward	In Person	Bob Miers, Street Superintendent said the street is slated to be repaved in May of 2021
Alley North of 504 Seward	Cracked pavement		City of Seward	In Person	Bob Miers, Street Superintendent will be going to look at the alley and assess the situation. This has been poured and fixed.
444 Seward St	Spilled Grease		Raminder Manhas	In person/phone call	Grease was spilled next to the grease trap used by La Cocina Restaurant. Spoke with Ishmel (Manager) and he said it would be cleaned up that day.
33 Main St	Temporary sign in the ROW and Sight triangle	4/1/2021	Scott Dinslage	In person/Phone call	The signage was removed
		3/26/2021			CSO will stop by the business tennant and let them know they need to remove the items. Tim spoke with Scott and he will speak with the tennant about removing the items.
Twin Oaks Trailer Park	No water to residents	3/26/2021	Twin Oaks Place NE, LLC Randy Skillin, 639 E Mckinley Ave, Fresno, CA	Phone Call	Tim spoke with Carrisa Foreman, property manager for Twin Oaks Trailer Park, she stated they had problems getting plumbers to respond and ended up digging up the water line and repairing it themselves and that water was restored Saturday 3-13-2021. Water was out only 2 days and they supplied water to the residents during the outage.
410 E Seward	Junk in the yard, travel trailers with doors open and windows knocked out		Bob Payne Jr		Chief Peters and Tim Dworak drove by and assessed the property. Seward PD will hand deliver a letter notating a list of nuisances to be taken care of.
		3/31/2021			Bill Arkel CSO drove past the property and viewed a camper parked on the grass. He left a door hanger. A letter will be hand delivered notating the nuisances.
Proposed Street North of 1645 Augusta Dr	Sediment running into adjacent property		Steve Conner - Developer	Phone Call	Bill Arkel CSO went and viewed there was mud running off into the rear yard. A fence post broken. Bill will call Steve Conner the developer to correct the issue. Bill was able to contact Steve Conner. Conner said he would fix the issue.

OPEN Property Maintenance Code Violation Report

145 S 3rd	Car parked in the grass. Trash all over the property. Multiply loose trash bags not stored in a recepticle. Firepit on the front porch.	3/25/2021	Patricia Johnson	In Person	Bill Arkel reported he did not see any trash blowing around. There was a firepit on the porch. The SUV was parked on the grass. The resident did not answer the door. Bill talked to a son and the son said the trash was an issued with Trash Panda and that is resolved. They are now aware they cannot park on the grass.
614 North Ave	Trailer parked on the grass and in the sight triangle	3/12/2021	Cathy Eberhardt 812 K St Geneva, NE 68361	Phone	The current resident called and spoke with Tim and agreed to move the trailer onto the driveway. After inspection the trailer on the driveway does not obstruct the sight triangle.
		3/12/2021		In Person	Bill Arkel made contact with the resident to move the trailer. The trailer was turned 90° but still parked on the grass next to the garage, still in the sight trinagle of the intersection. Bill will make contact with the resident again.
211 S 4th 443 Main St 523 Main	Ice Accumulation	3/9/2021	Middle Creek Ranch Conrad Trevino Charles Wisehart	In Person	Bill Arkel will make contract about cleaning the ice off of the sidewalk.
504 N 8th	Parking in ROW Between sidewalk and Street. Sight Triangle	2/24/2021	Gene Selby	Phone Call	Bill Arkel made contact with Gene to inform him he was not allowed to park between he street and sidewalk. He called to get a permit. It has been determined that he can not park in that location do to a sight triangle issue. Dworak called and left a message with Gene.
703 S 1st St	RV is hooked up to electrictiy full time and is being lived in	2/26/2021	Christopher William Wilcox	in Person	Bill Arkel visited the RV and reported no new footprints in the snow and the electrical cord had been removed from the RV
1750 Kolterman Ave	Snow/Ice Removal	2/9/2021	Sherry Reinert	in Person	Bill Arkel will make contact about clearing the sidewalk
316 N 6th	snow/ice removal not taken place within 5 hours of snowfall cessation	2/9/2021	Gary Pomeranke	in Person	Bill Arkel went to the residence and left a message to clear the sidewalk. The sidewalk was cleared within 24 hrs. The sidewalk continues to be cleared with subsequent snow occurances.
319 Seward	Snow/ice removal	1/31/2021	Patricia Johnson	Phone Call	Bill Arkel called and informed Patricia that she need to have the sidewalk cleared. It was cleared within 24 hrs

4. Police Department Report



City of Seward Police Department

Monthly Statistics October 2021

Service Calls	449
Accidents	8
Arrests	8
Citations	34
Warnings	77
Parking Tickets	11

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

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM Tax Increment Financing Application of 14tin, LLC, for 117 S. 6th Street, Seward - TIF Attorney Willis
 - A. Presentation and Review of TIF Application

Tax-Increment Financing Application

1:

Business Name: 14tin, LLC

Contact Person for Applicant: Mike Riley

Street/Mailing Address: 1410 Holdrege Road, Pleasant Dale, NE 68423

Telephone: 402-440-5833 Alternate: 402-430-7745

E-mail: 14tinandmore@gmail.com

Business Structure: LLC – Nebraska

Owners: Mike & Kristy Riley

2: Project Description

- a) Commercial
 - i. Not applicable
 - ii. The business name is called 14tin and is a home décor and gift store. This will compliment the existing businesses in the downtown area as it will bring in additional revenue and offer products that are currently not available in the area. It will bring in additional customers that will then shop at the other businesses.
 - iii. Not applicable
- b) 4-6 new jobs
- c) These positions will be full & part-time and pay will be competitive with other retailers in the area.

3: Proposed Project Site:

117 6th St, Seward NE 68434

SEWARD ORIGINAL TOWN BLOCK 10 N 1/2 LOT 5 EXC S 6.5--TL 22

Owner:14tin LLC (Mike and Kristy Riley)

4: Physical Description of the Proposed Project:

See attached site plan – See attachment #1

5: Land Use

- a) Not applicable
- b) Central Business District
- c) Yes – building permit, electrical and plumbing
- d) Not applicable

6: Estimated Project Costs.– see attachment #2

7: See attachment #3 and tax returns

- a) See attachment #2
- b) Currently open 1 day a week and project an increase in Sales by 70%-50% being open full time in Seward.
- c) See attachment #7
- d) See attachment #4

8: Estimated Tax Increment:

- a) \$176,342 – See attachment #3 and #5
- b) \$84,979
- c) \$91,363
- d) \$3,085.60

9: Proposed Source of Financing: -

- a) 14tin equity – \$107,000 (\$82,000 building and \$25,000 cash)
- b) \$67,200 - See Attachment #6
- c) \$10,506.93 - See Attachments #3 & #5
- d) \$55,443.07 (LB840 Economic Development Program Funding)

10: Name and address of architect, engineer, and general contractor:

Mike Riley, owner

1410 Holdrege Rd, Pleasant Dale, NE 68423

11: Project construction schedule:

- a) 1/1/2022
- b) 9/1/2022
- c) Not applicable

12: Municipal reference (if applicable)

Not applicable

13: Amount of TIF request: \$10,506.93

14. Application Fee Paid: \$105.00

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

- a) Building requires roof replacement - \$19,800
- b) Demo of existing equipment, wall & ceiling coverings, electrical, plumbing, interior walls-\$18,350
- c) Masonry repairs to front and rear of building - \$10,000
- d) New entry windows and door on facade (East) side of building - \$15,000
- e) New door on back (West) side of building - \$5,000
- f) New HVAC system - \$15,000
- g) Sewer main line replacement - \$4,000
- h) New plumbing throughout - Install new bathroom and kitchen type area - \$5,000
- i) New electrical throughout - lighting, ceiling fans, outlets - \$8,000
- j) New floor covering, new paint in front façade and interior - \$8,000
- k) Insulate the ceiling and West exterior wall - \$15,000

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

- a) No, if not for TIF dollars this project would not be economically feasible or possible. The project is in a blighted building on the downtown square. The project would energize the West side of the square on 6th street both in terms of aesthetics and in valuation. Our firm believes in Seward, promises its continuing service to the community and its members, but would not be able to develop this level of professional project without the resources provided by TIF.
- b) Without TIF dollars we would not locate the project in this blighted building. We would be in the undesirable position of either searching for a new project location or significantly limiting the project at its current site.

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

Project site is on 6th Street, West side on the square. This will bring a nice, clean, professional look to this location, which sees heavy traffic throughout the year. 14tin will provide additional revenue and jobs to the city of Seward. In addition, it will compliment the other restaurants and businesses in the downtown area.

“Applicant”

By: 14tin, LLC

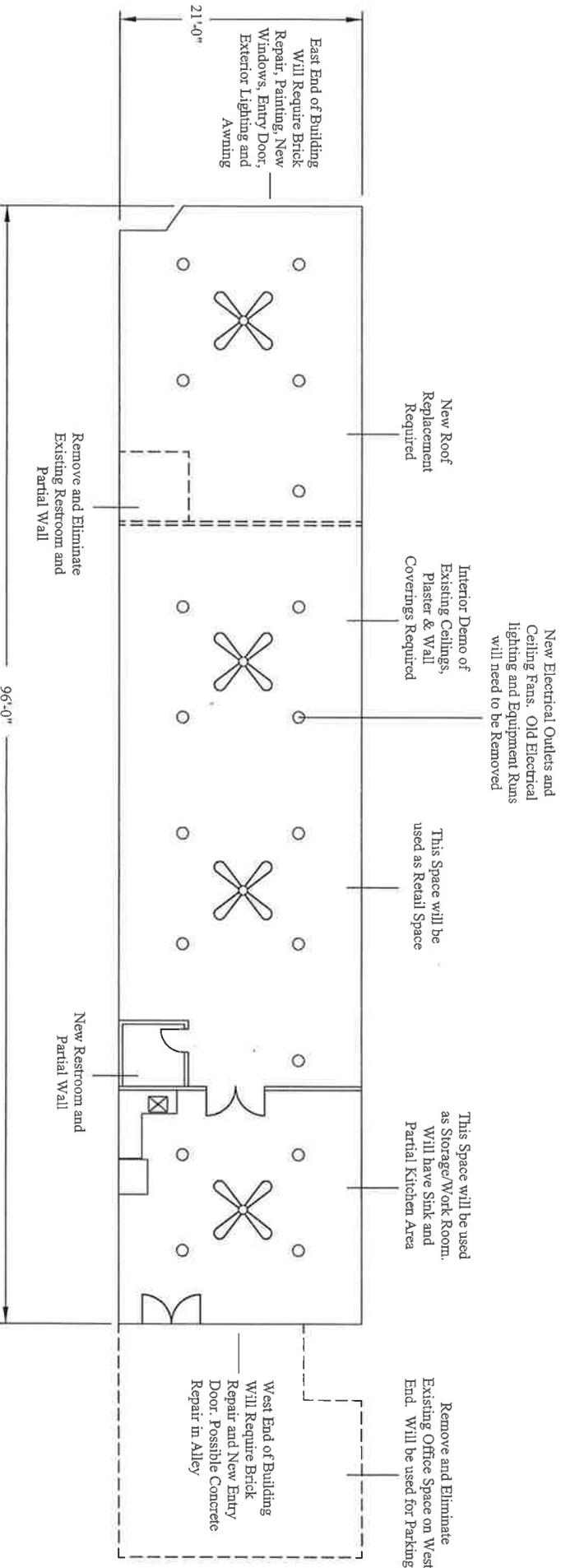
Name: Mike Riley

Title: Owner

14th
117 S 6th St, Seward Ne

scale: 1/8" = 1'

North ↓



Additional Notes:

- Removal of existing equipment will require several flooring repairs
- New floor coverings required entire building
- New HVAC system required
- Existing water lines have burst/froze, will need to be replaced
- Sewer main line will need to be replaced.

ATTACHMENT # 2

117 S 6th St Seward

Renovation:

Demolition	\$18,350
Roof - repairs & replace	\$19,800
Ceiling insulation	\$15,000
New HVAC system	\$15,000
New electrical outlets/lighting	\$8,000
Misc brick structural repair (front & rear)	\$10,000
New front wndows / entry door	\$15,000
New rear doors/access/structure	\$5,000
New plumbing water lines	\$5,000
Repair Sewer Main	\$4,000
Bathroom remodel/ new wall	\$5,000
Interior & exterior painting	\$2,000
New flooring	\$8,000
Total:	\$130,150

Machinery/Equ Appliances for break room	\$1,500
Security system	\$2,000
Checkout equipment (Ipad, stand, etc)	\$2,000
Total:	\$5,500

Furniture/Fixtures	
New shelving and display cabinets	\$5,500
New storage shelving for inventory	\$2,000
Total:	\$7,500

Working Capital	
Additional inventory needed to fill space	\$15,000
Total:	\$15,000

Total Cost: \$158,150

RE: 117 S 6th St. value

Marilyn Hladky <mhladky@co.seward.ne.us>

Wed 8/4/2021 1:59 PM

To: Mike Riley <mike.riley@duncanaviation.com>

CAUTION: This email did not come from within Duncan Aviation. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Based on that value times the 2020 tax rate (as 2021 rates have not been set yet) the taxes would be approximately \$3090.

Marilyn

From: Mike Riley [mailto:mike.riley@duncanaviation.com]

Sent: Wednesday, August 4, 2021 1:10 PM

To: Marilyn Hladky

Subject: Re: 117 S 6th St. value

That does thank you for that. Do you have an idea of what my property taxes will be per that appraised value? as an estimate of course.

Thanks again,

Mike

Thanks



MIKE RILEY

INTERIOR DESIGN ENGINEER

DIRECT: +1 402.479.8185 | CELL: +1 402.440.5833

www.DuncanAviation.aero

SHIPPING: Duncan Aviation | 4001 North Park Road | Lincoln, NE 68524

From: Marilyn Hladky <mhladky@co.seward.ne.us>

Sent: Wednesday, August 4, 2021 12:27 PM

To: Mike Riley <mike.riley@duncanaviation.com>

Subject: RE: 117 S 6th St. value

CAUTION: This email did not come from within Duncan Aviation. Do not click links or open attachments unless you recognize the sender and know the content is safe.

9/8/21, 3:59 PM

Mail - Mike Riley - Outlook

Hi Mike,

An estimate for you would be around 176,342 including the lot value. This value is very general until your project is complete and we do an inspection for actual pricing.

I hope this helps.

Please let me know if you have any questions.

Marilyn Hladky

Seward County Assessor

529 Seward St., Room 305

Seward, NE 68434

402-643-3311

mhladky@co.seward.ne.us

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From: Mike Riley [mailto:mike.riley@duncanaviation.com]

Sent: Tuesday, August 3, 2021 3:30 PM

To: Marilyn Hladky

Subject: Re: 117 S 6th St. value

Sorry, forgot

New led lighting and vinyl floor covering

Thanks



MIKE RILEY

INTERIOR DESIGN ENGINEER

DIRECT: +1 402.479.8185 | CELL: +1 402.440.5833

www.DuncanAviation.aero

SHIPPING: Duncan Aviation | 4001 North Park Road | Lincoln, NE 68524

From: Mike Riley
Sent: Tuesday, August 3, 2021 3:28 PM
To: mhladyk@co.seward.ne.us <mhladyk@co.seward.ne.us>
Subject: 117 S 6th St. value

Hello Marilyn,

We (14tin) recently purchased the old Bakery in Seward. 117 S 6th St.

I am working on my TIF application, and I need to come up with an estimated assessed valuation after our remodel is completed. Can you help me come up with a value?

The work we will be completing is:

A new roof

Remove old windows and door on east side, replace with new windows along with a new entrance door.

Existing interior will be gutted and we are planning to have exposed brick inside

Will remodel bathroom, still have just 1 bathroom

Will add small kitchen area in back (fridge, sink, microwave)

New HVAC

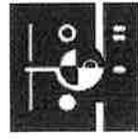
Rear of building we are removing the added on "office" and will that space will be used as parking

Both front and rear sides brick will be fixed/touched up for ascetics.

Interior will basically be an open space except for a small storage/work area in back and bathroom.

Any help greatly appreciated.

Thanks



MIKE RILEY
INTERIOR DESIGN ENGINEER
DIRECT: +1 402.479.8185 | CELL: +1 402.440.5833
www.DuncanAviation.aero

SHIPPING: Duncan Aviation | 4001 North Park Road | Lincoln, NE 68524

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ATTACHMENT # 4

14tin, LLC

The primary vision of 14tin and the goal we strive for each day is to offer quality and affordable home decor and gift items to our customers. In order to do that, we started small.

We looked at several options to lease, however, we found it more affordable to add on to an existing building that was already located on our property. In 2017, we began the building process and added an additional 1,450 square feet to our building. Of the 1,450 square feet, the retail space consisted of 750 square feet. The additional square footage was used for storage.

In August of 2018, we had the grand opening of 14tin. We used Facebook as our primary means to advertise and between that and word of mouth, we grew our clientele quickly. Knowing that we were a destination location, we wanted to provide our customers with the best shopping experience and offer more products. In October of 2019, we decided to utilize the storage space and expand the store by an additional 400 square feet. People loved the expanded space but we were still looking for a little better flow of traffic through the store.

In October of 2020, we decided to utilize the balance of the storage space and increased the square footage of the store once again. The total square footage of the store today is roughly 1,450. By making a new walk through, it created a more open floor plan and allowed better traffic flow for our customers, especially during special events.

That brings us to where we are today and where we'd like to go in the future. We've always wanted to own a storefront in a small and thriving town. We had been watching for properties to come for sale and when we saw the For Sale sign in the window of the Bakery on the Seward square, we knew that would be a perfect opportunity for us.

In June of 2021, we were fortunate to purchase the Bakery building on the square. We are thrilled to have the opportunity to bring a thriving and growing business to the Seward community. We feel it will be a great addition to the existing businesses and bring in additional revenue for the town of Seward.

If not for TIF dollars this project would not be economically feasible or possible. The project is in a blighted building on the downtown square. The project would energize the West side of the square on 6th street both in terms of aesthetics and in valuation. Our firm believes in Seward, promises its continuing service to the community and its members, but would not be able to develop this level of professional project without the resources provided by TIF.

We currently run the store by ourselves and are only able to be open 1 day a week (Saturday) as we both have full time jobs. Opening a store in Seward will allow us to be open full time during the week and hire people who can help us achieve this.

We have been life-long Seward county residents and are excited to be a part of the Seward downtown district.

Mike and Kristy Riley

14tin

TIF Estimate

TIF Calculation Based on Email from Marilyn Hladky from August 4, 2021

Assumptions:

Tax Levy (2020)	1.749781
Number of Years	15

Property Valuation:

	Assessed Value	Estimated Taxes
Pre-Project	\$84,979.00	\$1,486.95
Completed Project	\$176,342.00	\$3,085.60
Difference	\$91,363.00	\$1,598.65

TIF Calculations:

	TIF Developer Bond	TIF Note from Lender
Annual TIF Amount	\$1,598.65	\$1,598.65
15 Year TIF	\$23,979.79	\$15,986.52
3% Admin. Fee	\$719.39	\$479.60
Approx. Costs of Issuance	\$5,000.00	\$5,000.00
Total:	\$18,260.39	\$10,506.93



September 1, 2021

14tin LLC
1410 Holdrege Road
Pleasant Dale, NE 68423

Dear Kristy,

This letter is to confirm that US Home Mortgage is considering extending credit in connection with a real estate project by your company in Seward, Nebraska to renovate a building for your retail store. Based upon the financial information provided to date US Home Mortgage may be willing to provide financing that will include, but not limited to the following requirements:

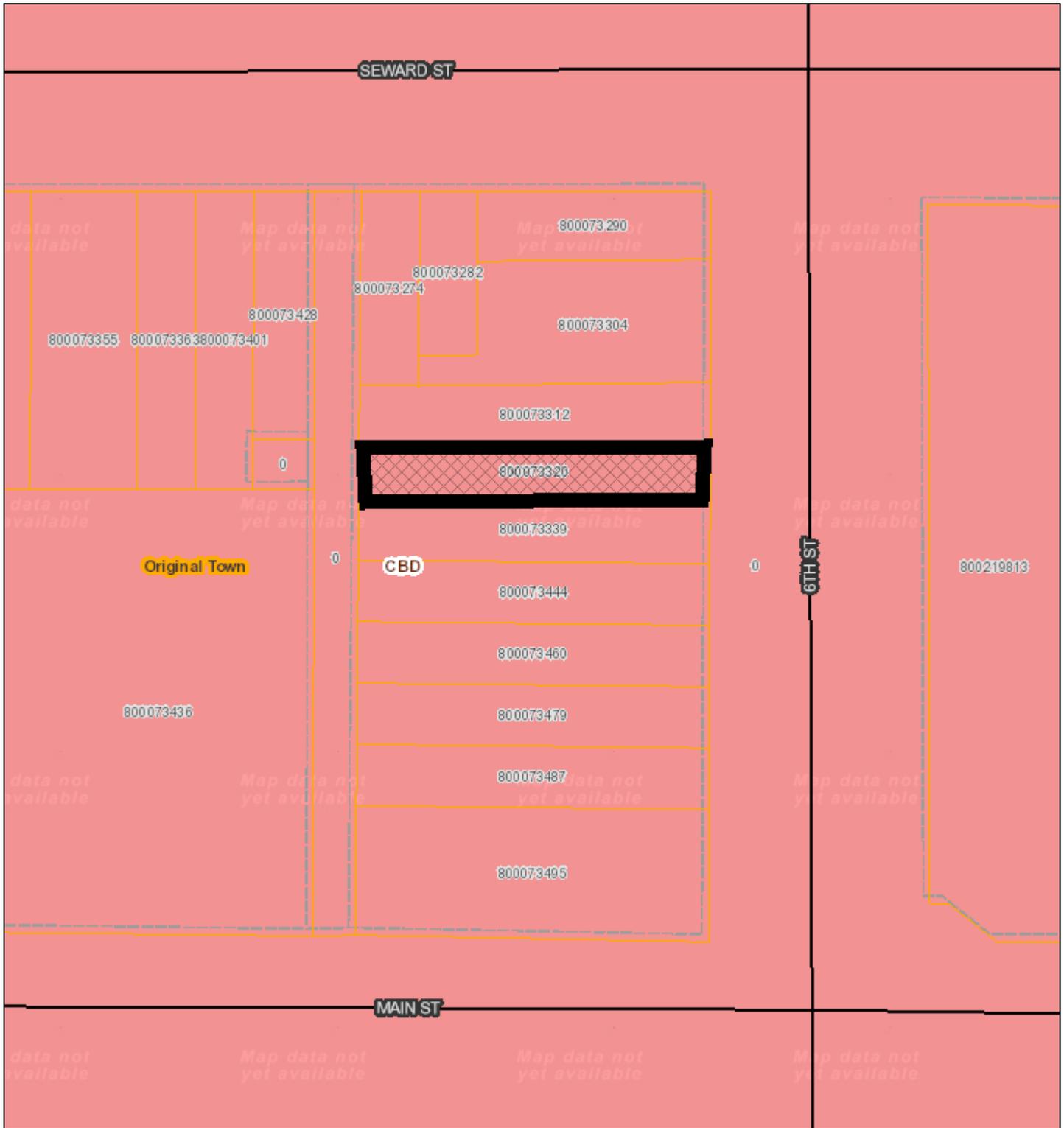
- The funding of any credit facility shall be subject to the receipt of approval of Tax Increment Financing by the Community Redevelopment Authority of Seward County, and the execution of redevelopment agreement committing such funding to the project by all appropriate parties.
- The approval of LB 840 by the City of Seward Application Review Board.
- The approval of all necessary local zoning officials or boards, and any other governmental agencies or entities which may have approval authority over any portion of the project.
- The finalization of a credit agreement in a form mutually acceptable to your business and US Home Mortgage which, in addition to repayment terms involving Tax Increment Financing, shall include such guarantees, pledges of collateral, and other security provisions as maybe be appropriate for the credit facility.

Nothing herein shall be deemed a commitment to extend credit. This letter is simply to acknowledge the potential involvement of US Home Mortgage in the projects financing.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Loftus", written over a white background.

Eric Loftus
President
US Home Mortgage



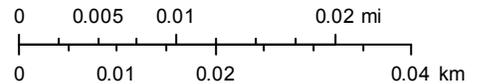
November 4, 2021

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

Legend

1:767

- Streets
- Parcels
- Subdivisions



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

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

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

(14^{TIN} REDEVELOPMENT PROJECT)

Introduction

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

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

The purpose of this Plan Amendment is to identify specific property within the redevelopment area that is in need of redevelopment to cause the removal of blight and substandard conditions identified as the site legally described on the attached and incorporated Exhibit “A” (the “Project Site”). The project under consideration will consist of the renovation, rehabilitation, and exterior enhancement of the historic commercial building on the Project Site and associated improvements (the “Project”).

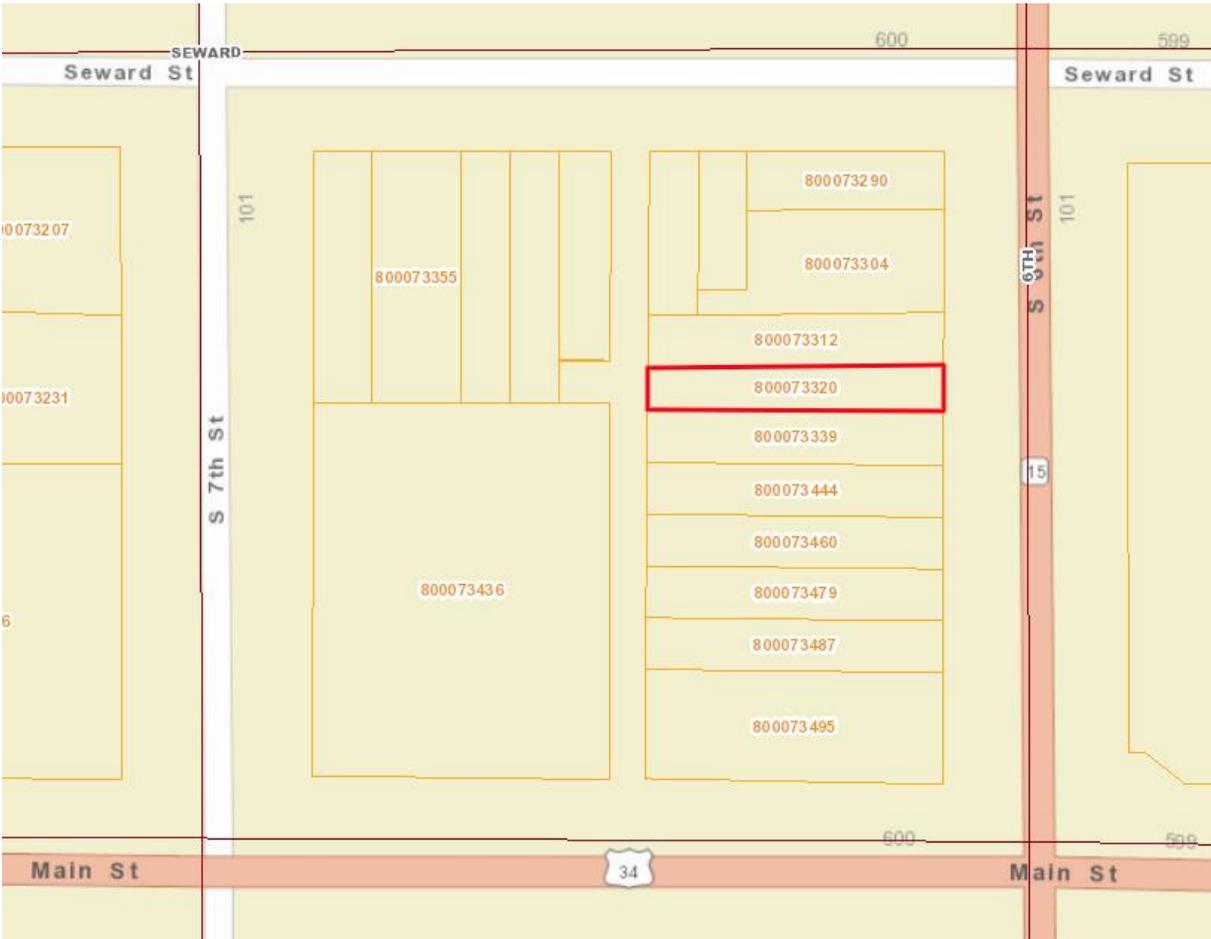
Project Site

The Project Site is in need of redevelopment. The CRA has considered whether redevelopment of the Project Site will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CRA finds that such a redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight. The blighted condition of the Project Site and the Redevelopment Area has contributed to its inability to attract businesses and/or development. To support additional private development, the Project Site and the Redevelopment Area are in need of renovation and development.

The existing building on the Project Site was built in 1900 and is in need of renovation and rehabilitation. The building is in poor shape and functionally obsolescent. Redeveloper intends to make a substantial investment to make the building functional for the proposed business. The Project will include façade

enhancements to the building that will improve the aesthetic quality of the Project Site, and decrease blighted and substandard conditions in the Redevelopment Area. The Project is intended to prevent further deterioration of the Project Site and the Redevelopment Area, and is not feasible without the assistance of tax increment financing.

The general location of the Project Site is depicted below:



Recent photographs of the Project Site are set forth below:





The current land use map set forth in the Seward Tomorrow Comprehensive Plan for the City of Seward (“Comprehensive Plan”) identifies the current land use as commercial. The future land use map set forth in the Comprehensive Plan designates the future land use of the Project Site as Downtown Urban Mixed Use. The current and future land use maps set forth in the Comprehensive Plan are incorporated into the Redevelopment Plan by this reference.

Project

14tin, LLC (“Redeveloper”) has submitted a proposal for the redevelopment of the Project Site. The Project will include the renovation, rehabilitation, and exterior enhancement of the building on the Project Site. The Project shall include demolition, façade enhancements, and other improvements that are eligible public improvements under the Act. The Project is anticipated to eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan.

Redeveloper purchased the building in July, 2021 for \$82,000. Redeveloper desires to make significant renovations to the building, including the following renovations and estimated costs:

- a) Building requires roof replacement - \$19,800
- b) Demo of existing equipment, wall & ceiling coverings, electrical, plumbing, interior walls-\$18,350
- c) Masonry repairs to front and rear of building - \$10,000
- d) New entry windows and door on facade (East) side of building - \$15,000
- e) New door on back (West) side of building - \$5,000
- f) New HVAC system - \$15,000
- g) Sewer main line replacement - \$4,000
- h) New plumbing throughout - Install new bathroom and kitchen type area - \$5,000
- i) New electrical throughout - lighting, ceiling fans, outlets - \$8,000
- j) New floor covering, new paint in front facade and interior - \$8,000
- k) Insulate the ceiling and West exterior wall - \$15,000

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

A preliminary site plan is attached as Exhibit “B” and incorporated herein by this reference. The CRA acknowledges that the site plan is preliminary in nature and subject to change, but has included the current information submitted by the Redeveloper. Redeveloper intends to commence construction in 2022 and complete construction in 2022. The base year for the Project is anticipated to be 2022 and the effective date for the division of taxes shall be January 1, 2023.

The base value of the Project Site is anticipated to be \$84,979 which is the current assessed valuation of the Project Site. Pursuant to the Seward County Assessor’s preliminary appraisal of the Project, the projected completed valuation of the Project is \$184,975. The preliminary appraisal is not binding and is based upon the information and assumptions provided from the Redeveloper to the County Assessor. The CRA does not make any representations as to the final value of this Project or any redevelopment project. Any changes in market conditions, building plans, construction materials, etc., will have an effect on the final valuation.

Based upon the anticipated completed valuation of \$176,342 and an interest rate of 5.5%, the Project can generate approximately \$16,186 in TIF Indebtedness. The Redeveloper estimates that the total Project costs (in addition to site acquisition) shall be approximately \$158,150. Redeveloper shall also be responsible for the CRA’s administrative fee and the City’s attorney fees and cost of issuance related to the Project and the TIF Indebtedness, which costs are TIF-eligible expenses. Redeveloper has identified a substantial amount of TIF-eligible expenditures, including \$82,000 in site acquisition, \$18,350 in demolition, \$20,000 in façade enhancements, and other eligible costs far exceeding the amount of TIF Sources for the Project. The TIF shall first be used to pay the CRA Administrative Fee (approx. \$486) and the CRA’s cost of issuance (approx. \$5,000), and the remaining portion of the TIF Indebtedness (approx. \$10,700) shall be used to pay for a portion of the TIF-eligible costs that are generally identified here and shall be certified and documented by the Redeveloper.

The final, actual cost of all TIF-eligible expenses shall be certified by Redeveloper upon completion of construction. In addition to the TIF Indebtedness, Redeveloper has stated that the Project would be financed in part using approximately \$107,000 in Redeveloper equity (including land acquisition), approximately \$67,200 financed through a bank loan, and approximately \$55,400 through other local economic development funding (LB840).

Statutory Elements

As described above, the Project envisions the capture of the incremental taxes created by the Project on the Project Site to pay for those eligible expenditures as set

forth in the Act. This section includes a consideration of the specific statutory elements identified under the Nebraska Community Development Law.

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. Redeveloper is the owner of the Project Site.

B. Population Density

The proposed Project includes the renovation and rehabilitation of the existing commercial building on the Project Site. There is no residential component to the project.

C. Land Coverage

The Project will consist of renovation and rehabilitation to the existing historical building on the Project Site. The footprint of the building will not change. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Seward.

D. Traffic Flow, Street Layouts, and Street Grades

No adverse impacts are anticipated with respect to traffic flow, street layouts, and street grades. The Project Site and the downtown area was designed for commercial use. Further, additional traffic in downtown Seward is a stated goal of the City in order to enhance the vibrancy of the downtown area. The downtown infrastructure is anticipated to be sufficient for the intended uses.

E. Parking

The Project will need to meet or exceed the parking requirements set forth in the applicable zoning district, if any. It is the Redeveloper's obligation to satisfy the City's parking requirements.

Pursuant to Article 34 of the City of Seward Zoning Ordinance, any use within the CBD - Downtown Seward District is exempt from the off-street parking requirements. The 2017 Downtown Revitalization Plan determined that, as a whole, there is a surplus of available parking spaces downtown compared to demand.

F. Zoning, Building Code, and Ordinances

The Project Site is located in the CBD - Commercial Business District zone. Pursuant to the City of Seward zoning ordinance, this commercial use is permitted in the CBD - Commercial Business District zone. The Redeveloper will be responsible for complying with the City of Seward zoning ordinance, and will obtain any zoning, building code, or ordinance changes that are necessary for the Project.

Cost-Benefit Analysis

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

Comprehensive Plan

Several goals of the Comprehensive Plan will be furthered by this Project. This section is not a comprehensive analysis of the Project’s implementation and conformance with the Comprehensive Plan, but is meant to highlight and summarize the key points on this topic. Some selections from the Comprehensive Plan are set forth below:

VIBRANT BUSINESSES: GOALS

- Invest in Downtown Seward as a destination, an economic engine, and the heart of the community
- Promote a strong retail, restaurant, and service economy
- Focus business recruitment and incubation on sectors that complement the overall character of the city in terms of its strengths, its people, and its vision for the future
- Support and promote the creation of community amenities that will attract and retain a young and talented workforce

GOAL 1: INVEST IN DOWNTOWN SEWARD AS A DESTINATION, AN ECONOMIC ENGINE, AND THE HEART OF THE COMMUNITY

Actions and Recommendations: The community should invest to make downtown a vibrant place with people, businesses, and things to do.

Understand the role of downtown. Downtown should not be reviewed by the same metrics as a traditional stand-alone business but should instead be judged by its contribution to the community as a whole. Downtown contributes to the city by offering it an identity (what is Seward if not for its iconic downtown), by providing a place for people to gather (how much do people enjoy downtown), and by leaving a lasting impression with visitors, including Concordia parents, business prospects, residents, and prospective residents. While subjective, downtown contributes to Seward in a remarkable way and deserves community support.

Increase financial capacity. At the time of the downtown plan, much of the total square footage in downtown remained vacant or underutilized. While main floor occupancy was strong in certain blocks, the share of total usable square footage (including the upper floors) was relatively low. Increasing the use of these floors will increase the valuation of the district as a whole and increase the revenue stream for individual property owners.

Increase patron visits. Ultimately, the goal of the plan is to make downtown into an area where people live, work, and play because each of these actions support

a prosperous business community, reinforce downtown as the center of the community, and will increase reinvestment in downtown buildings.

Actions highlighted in the Downtown Revitalization Plan include:

- **Reinforce downtown the economic, social, and civic center of the community.** Investment in downtown represents an investment in the community as a whole, not an investment to favor an individual or business venture.
- **Promote full occupancy of downtown buildings through incentives, demonstration projects, and promotional events.** Downtown buildings should be viewed as infrastructure; when fully occupied, these resources serve the community to the maximum benefit through unique housing, destination businesses, and by reinforcing the overall quality of the district.

Additional Project Information from the Redeveloper

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

EXHIBIT "A"
Legal Description of the Project Site

The property is located at 117 6th Street and is legally described as follows:

The North Half of Lot Five (5), in Block Ten (10), Original Town of Seward, Seward County, Nebraska

EXHIBIT "B" Preliminary Site Plan

The site plan for the second floor is preliminary in nature and subject to change.

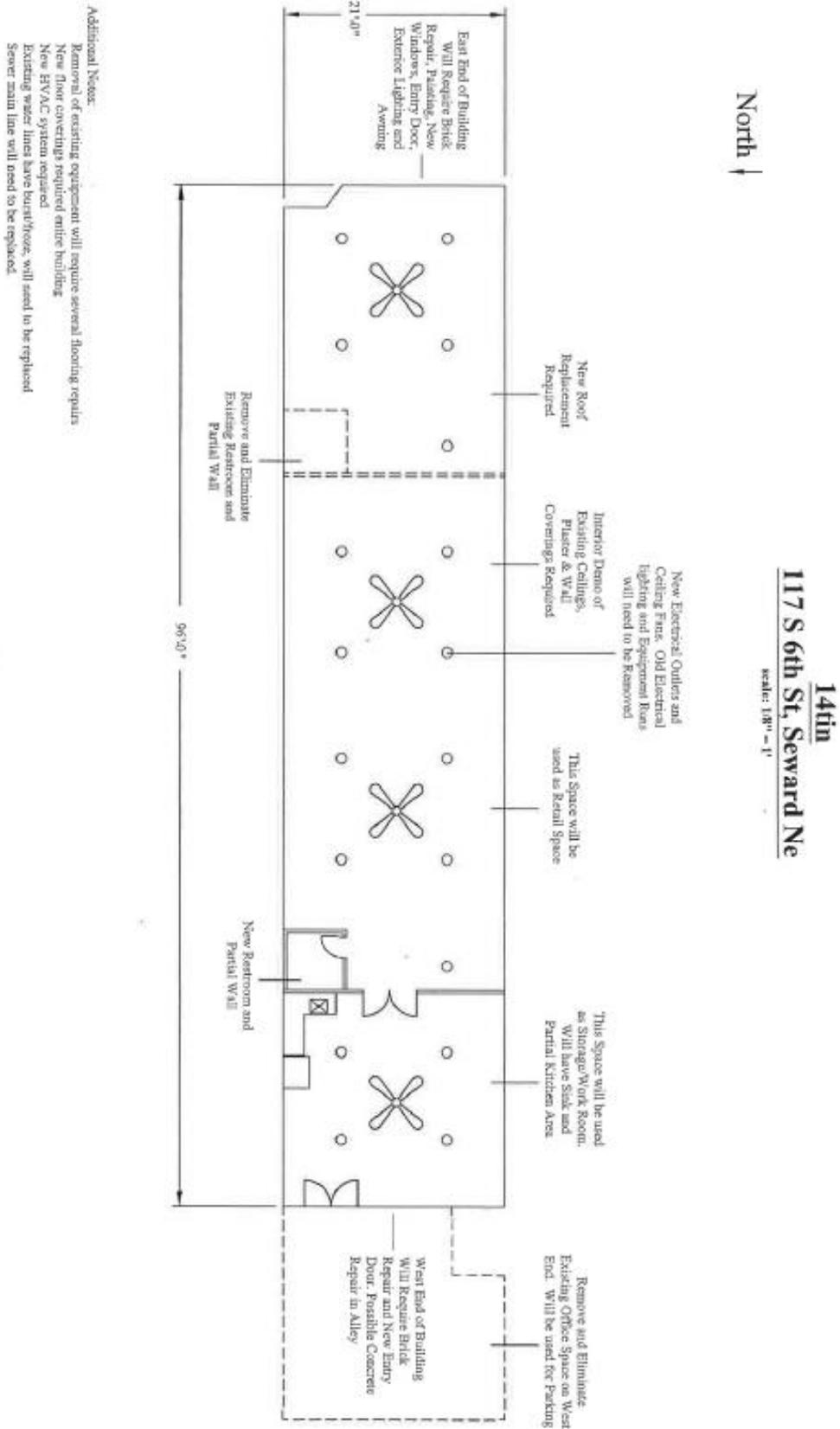


Exhibit "B"

**EXHIBIT “C”
Cost Benefit Analysis**

(Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the 14th Redevelopment Project, as described in the Amendment to the Redevelopment Plan to which this cost-benefit analysis is attached, is presented below. The above-referenced project will utilize Tax Increment Financing funds authorized by Neb. Rev. Stat. §18-2147.

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

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

a.	Redevelopment Project Valuation:	\$84,979
b.	Projected Completed Project Assessed Valuation:	\$176,342
c.	Projected Tax Increment Base:	\$91,363
d.	Estimated Tax Levy:	1.749781
e.	Annual Projected Tax Shift:	\$1,599

Note: The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2020 levy rate. There has been no accounting for incremental growth or change in the tax levy over the 15 year TIF period.

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

a. Public infrastructure improvements and impacts:

No substantial adverse effects are anticipated on the public infrastructure and community public service needs. All public infrastructure and community public services required to serve the Project exists. The City desires additional density downtown and this Project shall further the overall development goals of the City.

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

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, the Project should generate immediate tax growth for the City. The Project will include an amount of personal property that will be on the property tax rolls upon its acquisition and installation. Additionally, the City should realize revenue from sales tax paid by the patrons of the business occupying the building. The Project will also require and pay for City services. It is not anticipated that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

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

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. The eligible improvements for this Project shall enhance the aesthetics of the Redevelopment Area. This will revitalize the Project Site, increase consumer traffic to the downtown area, and decrease the blighted and substandard conditions of the Redevelopment Area, all of which will benefit all employers in the downtown area.

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

Similar to the answer provided in Section 3, above, the Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers. Rather, the additional retail store in downtown Seward should help create a more vibrant downtown to the benefit of all downtown businesses. There should be no material and unreasonable impact on other businesses.

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

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

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

The Project could create 4-6 full and part-time retail jobs. There are no other material impacts determined by the agency relevant to the consideration of the cost of benefits arising from the Project.

7. Summary of Findings:

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

C. Presentation and Review of Redevelopment Agreement

REDEVELOPMENT AGREEMENT
(14TIN REDEVELOPMENT PROJECT)

This Redevelopment Agreement is made and entered into as of the ____ day of November, 2021, by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and 14tin, LLC, a Nebraska limited liability company (“Redeveloper”).

RECITALS

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

B. The City of Seward, in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended (collectively the “Act”), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper recently purchased and owns the Project Site which is located in the Redevelopment Area.

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

E. Redeveloper’s proposed redevelopment project will consist of the renovation and redevelopment of the commercial building on the Project Site for use as commercial retail space, and other associated improvements on the Project Site, as more particularly described on the attached Exhibit “A”.

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

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

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

ARTICLE I
DEFINITIONS AND INTERPRETATION

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

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such definitions

to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. “Act” means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended, and acts amendatory thereof and supplemental thereto.

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

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

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

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

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

G. “Minimum Project Valuation” means the amount of One Hundred Seventy Six Thousand Three Hundred Forty Two and No/100 Dollars (\$176,342.00).

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

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

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

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

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

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

N. “Redeveloper” means 14tin, LLC, a Nebraska limited liability company.

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

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

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

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

Section 1.02 Construction and Interpretation.

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

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

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

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

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

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

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

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

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

**ARTICLE II
REPRESENTATIONS**

Section 2.01 Representations by the CRA.

The CRA makes the following representations and findings:

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

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

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

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

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

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

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

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CRA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

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

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

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

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

ARTICLE III OBLIGATIONS OF THE CRA AND PUBLIC IMPROVEMENTS

Section 3.01 Capture of Tax Increment.

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

Section 3.02 Issuance of TIF Indebtedness.

On or after thirty (30) days following the approval and execution of this Redevelopment Agreement, the CRA shall incur or issue TIF Indebtedness in an amount not to exceed Sixteen Thousand One Hundred Eighty Six and No/100 Dollars (\$16,186.00), as calculated on the attached and incorporated Exhibit "B". The TIF Indebtedness shall be issued in a TIF Promissory Note in the form attached hereto as Exhibit "E" ("Note"). The TIF Indebtedness shall be purchased by Redeveloper or a lender of Redeveloper. The TIF Indebtedness shall not be a general obligation of the CRA or City which shall issue such Note solely as a conduit. If Redeveloper does not acquire and fund the TIF Indebtedness itself, Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the Note for the TIF Indebtedness. The TIF Indebtedness shall be secured by a pledge or assignment of the Tax Increment or otherwise secured by Redeveloper as required by the lender. The issuance of the TIF Indebtedness may be accomplished by offset so that the Redeveloper retains the TIF Revenues and no bankable currency is exchanged at closing of the TIF Indebtedness and issuance of the Note, except as otherwise provided herein.

Section 3.03 Use of TIF Indebtedness.

The CRA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.02 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Indebtedness that the CRA agrees to service and repay with the Tax Increment shall

not exceed the amount of the Eligible Project Costs certified pursuant to Section 4.03. In addition, the CRA shall retain an amount sufficient to pay its reasonable and necessary cost of issuance, including attorney fees, and a CRA administration fee in the amount of three percent (3%) of the TIF Indebtedness. The CRA fee will be used for the implementation of the Project and the furtherance of the Redevelopment Plan in relation to this Project. Redeveloper shall pay to the CRA the cost of issuance and CRA administration fee at or prior to the issuance of the TIF Note. The Tax Increment shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

Section 3.04 Creation of Fund.

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

Section 3.05 Projected TIF Sources and Uses.

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

**ARTICLE IV
OBLIGATIONS OF REDEVELOPER**

Section 4.01 Evidence of Financial Ability.

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

Section 4.02 Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and the Private Improvements and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date. Redeveloper

shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CRA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall furnish to the CRA a Certificate of Completion in the form attached hereto as Exhibit "F" from Redeveloper's engineer or architect, or owner's representative. When accepted in writing by the CRA, the certification by Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements.

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

Section 4.03 Cost Certification.

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

The TIF Indebtedness shall not exceed the actual and certified Eligible Project Costs for the Project. In the event that the certified Eligible Project Costs for the Project are less than the TIF Indebtedness, the CRA shall reduce the TIF Indebtedness amount and Redeveloper shall repay to the CRA within ten (10) days of said cost certification any amount in excess of the Eligible Project Costs issued prior to the Eligible Project Costs Certification. If the CRA requests, Redeveloper shall, from time to time, furnish the CRA with satisfactory evidence as to the use and application of the Tax Increment.

Section 4.04 No Discrimination.

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

Section 4.05 Pay Real Estate Taxes.

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

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

Section 4.06 No Assignment or Conveyance.

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

**ARTICLE V
FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES**

Section 5.01 Financing.

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

Section 5.02 Encumbrances.

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

Section 5.03 Mortgage Financing.

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

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

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

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

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

ARTICLE VI
DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 **General Remedies of the CRA and Redeveloper.**

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

Section 6.02 **Additional Remedies of the CRA.**

In the event that:

- (a) Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of one hundred twenty (120) days (not including any period covered pursuant to the terms of Section 6.04 below);
- (b) Redeveloper, and/or any successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CRA made for such payment within thirty (30) days following written notice from the CRA;

- (c) Any Deficiency Payment due pursuant to Section 4.05(b) of this Redevelopment Agreement is not paid when due as set forth in Section 4.05(b); or
- (d) There is a transfer of the Project Site or any part thereof in violation this Redevelopment Agreement, and such failure or action by Redeveloper has not been cured within thirty (30) days following written notice from the CRA,

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

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

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

Section 6.04 Limitation of Liability; Indemnification.

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

(b) Redeveloper shall indemnify, defend (at the CRA's and/or the City's option) and hold harmless the CRA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's

fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the CRA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

ARTICLE VII MISCELLANEOUS

Section 7.01 Memorandum.

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

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

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

Section 7.04 No Agency or Partnership.

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

Section 7.05 Document Retention.

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

contract received or generated by Redeveloper that provides support for receipts or payments associated with the division of taxes.

Section 7.06 Notice to Redeveloper.

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

14tin, LLC
Attn: Mike Riley
1410 Holdrege Road
Pleasant Dale, NE 68423
14tinandmore@gmail.com

[Signature Page Follows]

IN WITNESS WHEREOF, the CRA and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

“CRA”
COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ___ day of November, 2021, by _____ and _____, _____ and _____ respectively of the Community Redevelopment Authority of the City of Seward, Nebraska, a public body corporate and politic, on behalf of the Authority.

Notary Public

“REDEVELOPER”
14TIN, LLC, a Nebraska limited
liability company

By: _____
Mike Riley, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ___ day of November, 2021, by Mike Riley, Manager of 14tin, LLC, on behalf of the company.

Notary Public

EXHIBIT “A”
DESCRIPTION OF PROJECT

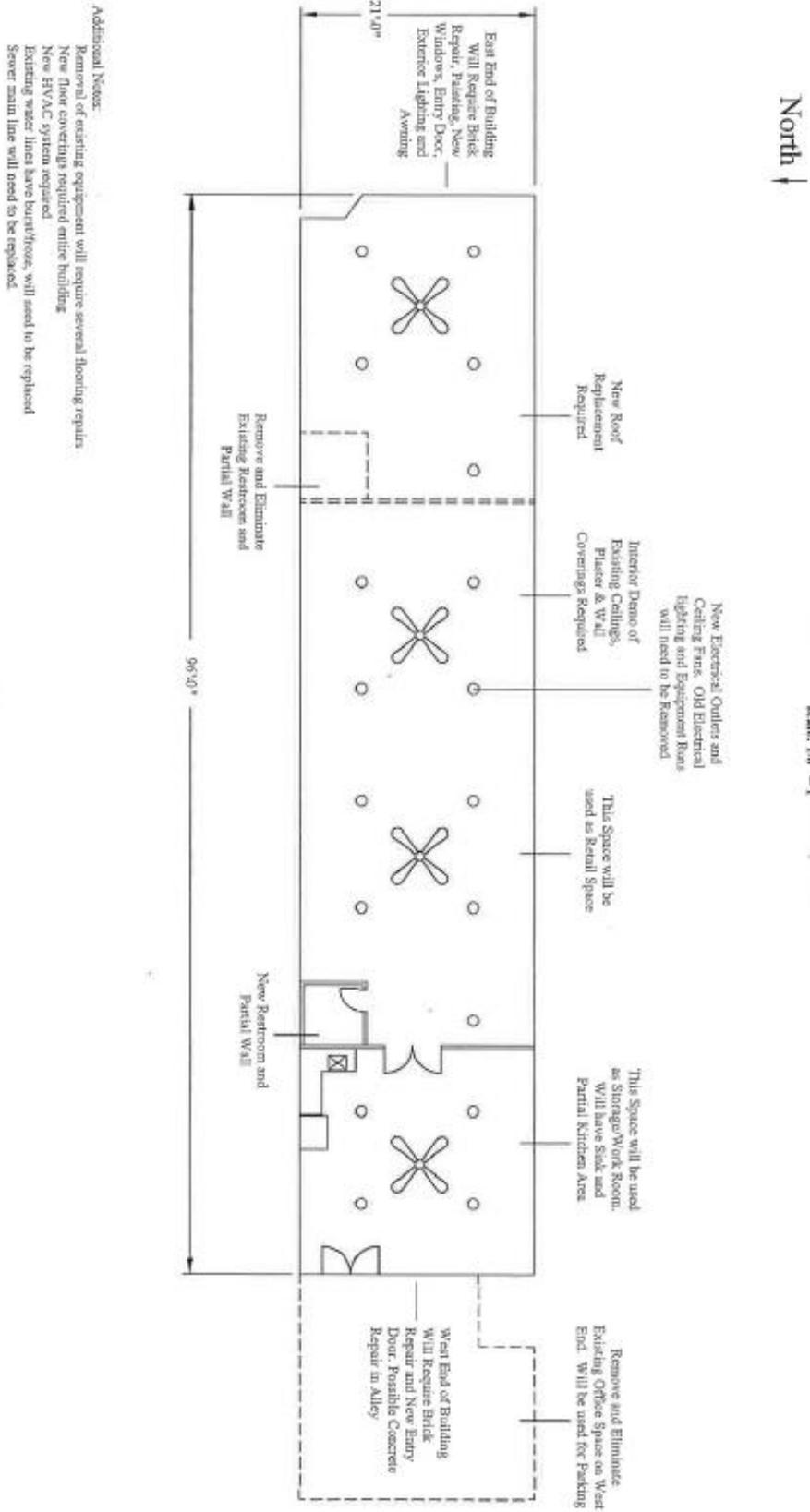
The Project undertaken by Redeveloper on the Project Site, defined as the real estate legally described as:

The North Half of Lot Five (5), in Block Ten (10), Original Town of Seward, Seward County, Nebraska;

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

- (a) **Private Improvements.** The renovation and redevelopment of a commercial building on the Project Site for use as commercial retail space and other associated improvements on the Project Site. The preliminary site plan for the Private Improvements is attached hereto as Exhibit “A-1” for reference.
- (b) **Public Improvements.** TIF will be used to pay a portion of the demolition and façade enhancement costs, and other eligible public improvements on the Project Site and in the Redevelopment Area, which public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

EXHIBIT "A-1"
PRELIMINARY SITE PLAN



Additional Notes:
 Removal of existing equipment will require several flooring repairs.
 New floor coverings required entire building.
 New HVAC system required.
 Existing water lines have burst/freeze, will need to be replaced.
 Sewer main line will need to be replaced.

Exhibit "A-1"

**EXHIBIT “B”
TIF INDEBTEDNESS**

1. Projected Base Value: \$89,979
2. Projected Minimum Final Value: \$176,342
3. Projected Incremental Valuation: \$91,363
4. Assumed Tax Levy: 1.749781
5. Anticipated Tax Increment: \$1,599 annually
6. Assumed Interest Rate: 5.5%
7. TIF Indebtedness:
 - a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$16,186, which is the maximum amount, together with interest accruing thereon, which can be amortized by December 31, 2038, solely from the Tax Increment Revenues based upon the Anticipated Tax Increment.
 - b. **Payments.** Semi-annually commencing when real estate taxes are fully collected for the tax year 2023. The CRA shall utilize all Tax Increment received from the Project to pay debt service on the TIF Indebtedness until the TIF Indebtedness is fully repaid. Provided, however, the CRA does not warrant, represent, or guaranty that the Tax Increment will be sufficient to repay the entire amount of the TIF Indebtedness. The CRA has no obligation to make any payments other than the actual Tax Increment received from the Project.
 - c. **Maturity Date.** On or before December 31, 2038.
 - d. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years, commencing on the Effective Date of January 1, 2023 (2023 taxes paid in 2024) and terminating on December 31, 2037 (2037 taxes due on December 31, 2037 but paid in 2038). Payment of ad valorem taxes in arrears pursuant to customary payments in Nebraska shall not affect the fifteen (15) year TIF period.

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

EXHIBIT "C"
PROJECTED TIF SOURCES AND USES

1. TIF SOURCES:

Assumptions:

Tax Levy	1.749781
Interest Rate	5.5%
Number of Years	15

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project	\$84,979	\$1,487
Completed Project	\$176,342	\$3,086
Difference	\$91,363	\$1,599

TIF Calculations:

Annual TIF Amount	\$1,599
TIF Indebtedness	\$16,186
less 3% Admin Fee	(\$486)
Approx. Cost of Issuance (actual cost TBD)	(\$5,000)
TIF Available to Redeveloper	\$10,700

2. TIF USES:

A. Demolition	\$18,350
B. Façade Enhancements	\$20,000

EXHIBIT “D”

After recording, please return to:

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

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(14tin Redevelopment Project)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this ___ day of November, 2021 by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and 14tin, LLC, a Nebraska limited liability company (“Redeveloper”).

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

The North Half of Lot Five (5), in Block Ten (10), Original Town of Seward, Seward County, Nebraska.

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

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

[SIGNATURE PAGE TO FOLLOW]

“CRA”

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ___ day of November, 2021, by _____ and _____, _____ and _____ respectively of the Community Redevelopment Authority of the City of Seward, Nebraska, a public body corporate and politic, on behalf of the Authority.

Notary Public

“REDEVELOPER”
14TIN, LLC, a Nebraska limited
liability company

By: _____
Mike Riley, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ___ day of November, 2021, by Mike Riley, Manager of 14tin, LLC, on behalf of the company.

Notary Public

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

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

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

REDEVELOPMENT REVENUE NOTE
(14TIN REDEVELOPMENT PROJECT)
SERIES 2021A

Maturity Date	Interest Rate	Original Issuance Date
December 15, 2038	5.5%	
Registered Holder		Principal Amount
14tin, LLC		\$16,186

THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA (the “Issuer”), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Accrual Commencement Date (as defined herein) or from the most recent date to which interest has not been paid. Principal and accrued interest shall be payable in thirty (30) semi-annual installments due June 15, 2024, December 15, 2024, and each June 15 and December 15 thereafter through December 15, 2038, when all principal and accrued interest shall be due and payable. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth calendar day next preceding the applicable maturity date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts. No interest shall accrue until the later of: (1) the date the taxes are

due for the year of the Effective Date identified in the Redevelopment Agreement (which is December 31st of the year of the Effective Date); or (2) the date that the Redeveloper has submitted and the CDA has accepted the Cost Certification for the eligible costs for the Project (“Accrual Commencement Date”).

This Note is designated the Community Redevelopment Authority of the City of Seward, Nebraska Redevelopment Revenue Note (14^{tin} Redevelopment Project), Series 2021A, aggregating Sixteen Thousand One Hundred Eighty Six and No/100 Dollars (\$16,186.00) (“Note”) in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the “Act”) and under and pursuant to the terms of that certain Redevelopment Agreement between the Issuer and 14^{tin}, LLC, a Nebraska limited liability company, for the 14^{tin} Redevelopment Project (the “Redevelopment Agreement”), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the “Project”). All such revenue has been duly pledged for the purpose of paying this Note.

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

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

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

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

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

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

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

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

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

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CERTIFICATE OF AUTHENTICATION

City Treasurer, City of Seward as
Paying Agent and Registrar

By: _____
Authorized Signatory

EXHIBIT "F"
FORM OF CERTIFICATE OF COMPLETION
(14tin Redevelopment Project)

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

The North Half of Lot Five (5), in Block Ten (10), Original Town of Seward, Seward County, Nebraska,

that the Private Improvements and Public Improvements required to be constructed by Redeveloper upon the above described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated November __, 2021, as referenced in the Memorandum of Redevelopment Agreement recorded as Instrument No. _____ in the office of the Register of Deeds for Seward County, Nebraska.

"REDEVELOPER"

14TIN, LLC, a Nebraska limited liability company

By: _____
Mike Riley, Manager

"CRA"

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

Date: _____

14tin, LLC, a Nebraska limited liability company ("Redeveloper"), hereby certifies that it has incurred and paid the Eligible Costs indicated herein, pursuant to the terms of the Redevelopment Agreement between Redeveloper and the Community Redevelopment Authority of the City of Seward. The portion of the Project as indicted herein is substantially completed. Attached hereto are documents substantiating the actual Eligible Costs and payment by Redeveloper.

REDEVELOPMENT ELIGIBLE COSTS

Certified and Requested

Demolition	\$ _____
Façade Enhancement	\$ _____
<hr/>	
Total:	\$ _____ *

***Principal Amount of TIF Indebtedness shall not exceed \$16,186.**

14TIN, LLC, a Nebraska limited
liability company

By: _____
Mike Riley, Manager

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

Approved the by Chairman of the CRA:

By: _____
Name: _____
Title: _____

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

**CITY OF SEWARD, NEBRASKA
RESOLUTION NO. 2021-26**

(Amendment to Redevelopment Plan–14tin Redevelopment Project)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD,
NEBRASKA, APPROVING AN AMENDMENT OF THE REDEVELOPMENT
PLAN FOR THE CITY OF SEWARD, NEBRASKA, INCLUDING THE 14TIN
REDEVELOPMENT PROJECT.**

RECITALS

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

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

C. The Redevelopment Plan Amendment includes a redevelopment project identified as the 14tin Redevelopment Project (the “Project”) that will utilize Tax Increment Financing pursuant to Neb. Rev. Stat. § 18-2147.

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

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

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

G. On November 16, 2021, the City Council held a public hearing relating to the question of whether the Redevelopment Plan Amendment should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

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

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

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

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

Dated this 16th day of November, 2021.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

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

CITY OF SEWARD, NEBRASKA

RESOLUTION # 2021-27

(Redevelopment Agreement – 14tin Redevelopment Project)

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

RECITALS

A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended (the “Act”), the City of Seward, Nebraska (“City”), has adopted a redevelopment plan (“Redevelopment Plan”) for certain portions of the City. A copy of the Redevelopment Plan is on file with the City Clerk for inspection.

B. The Redevelopment Plan, as amended, includes a specific redevelopment project identified as the 14tin Redevelopment Project that will include the use of Tax Increment Financing (the “Project”).

C. On November 10, 2021, the CRA approved the Redevelopment Agreement for the Project.

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

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Seward, Nebraska, that the Redevelopment Agreement between the Community Redevelopment Authority of the City of Seward, Nebraska and 14tin, LLC which is on file with the City Clerk and available for public inspection, is hereby approved.

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

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

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

Dated this 16th day of November, 2021.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

2. Public Hearing - 7:00 PM - Ordinance Approving the Preliminary and Final Plat of Koehler-Aegerter Addition (1050 N 5th Street and 416 Hillcrest Drive) - Building/Zoning & Code Enf Director Dworak

Return To: Derek Bargmann
City of Seward
Seward, NE

ORDINANCE NO. 2021-26

AN ORDINANCE TO APPROVE THE PLAT ENTITLED "KOEHLER-AEGERTER ADDITION", A REPLAT OF LOT 3, ADMINISTRATIVE REPLAT OF LOTS 3,4,5,6,14,15,16,17,18, THE EAST 77' OF LOT 8, ALL OF LOTS 7 AND 9, BLOCK 1, H.B. CUMMINS SUBDIVISION OF CUMMINS HILLCREST ADDITION TO THE, CITY OF SEWARD, SEWARD COUNTY, NEBRASKA," AS HEREINAFTER SET FORTH; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. Plat and Dedication Approved. The Plat and dedication of the following described real estate is hereby approved:

LEGAL DESCRIPTION A REPLAT OF LOT 3, ADMINISTRATIVE REPLAT OF LOTS 3,4,5,6,14,15,16,17,18, THE EAST 77' OF LOT 8, ALL OF LOTS 7 AND 9, BLOCK 1, H.B. CUMMINS SUBDIVISION OF CUMMINS HILLCREST ADDITION TO THE CITY OF SEWARD, SEWARD, COUNTY, NEBRASKA INCLUDING THE WEST ONE-HALF OF THE ADJACENT 36' WIDE PLOTTED MARGIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW. CORNER OF SAID LOT 9; THENCE IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID LOT 9, ON AN ASSUMED BEARING OF N 01°02'59" W FOR A DISTANCE OF 179.73'; THENCE S 89°54'50" W FOR A DISTANCE OF 196.81' TO THE SW. CORNER OF SAID LOT 3, ADMINISTRATIVE REPLAT, THENCE N 01°03'50" W, ALONG THE WEST LINE OF SAID LOT 3, ADMINISTRATIVE REPLAT, FOR A DISTANCE OF 91.83' TO THE NW. CORNER OF SAID LOT 3, ADMINISTRATIVE REPLAT, THENCE N 89°51'03" E FOR A DISTANCE OF 136.97'; THENCE S 00°58'32" E FOR A DISTANCE OF 31.90'; THENCE S 89°57'59" E FOR A DISTANCE OF 154.77'; THENCE S 01°02'33" E FOR A DISTANCE OF 239.34' TO A POINT ON THE NORTHERLY 33' RIGHT-OF-WAY LINE OF HILLCREST DRIVE; THENCE S 89°49'37" W FOR A DISTANCE OF 94.83' TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.89 ACRES

Section 2. Plat Designated. The plat of said real estate is hereby designated as "Koehler-Aegerter Addition", City of Seward, Seward County, Nebraska."

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

Section 4. Pamphlet form; publication; when operative. This Ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval and publication as provided by law and City Ordinance.

Passed and approved this _____ day of _____, 2021.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

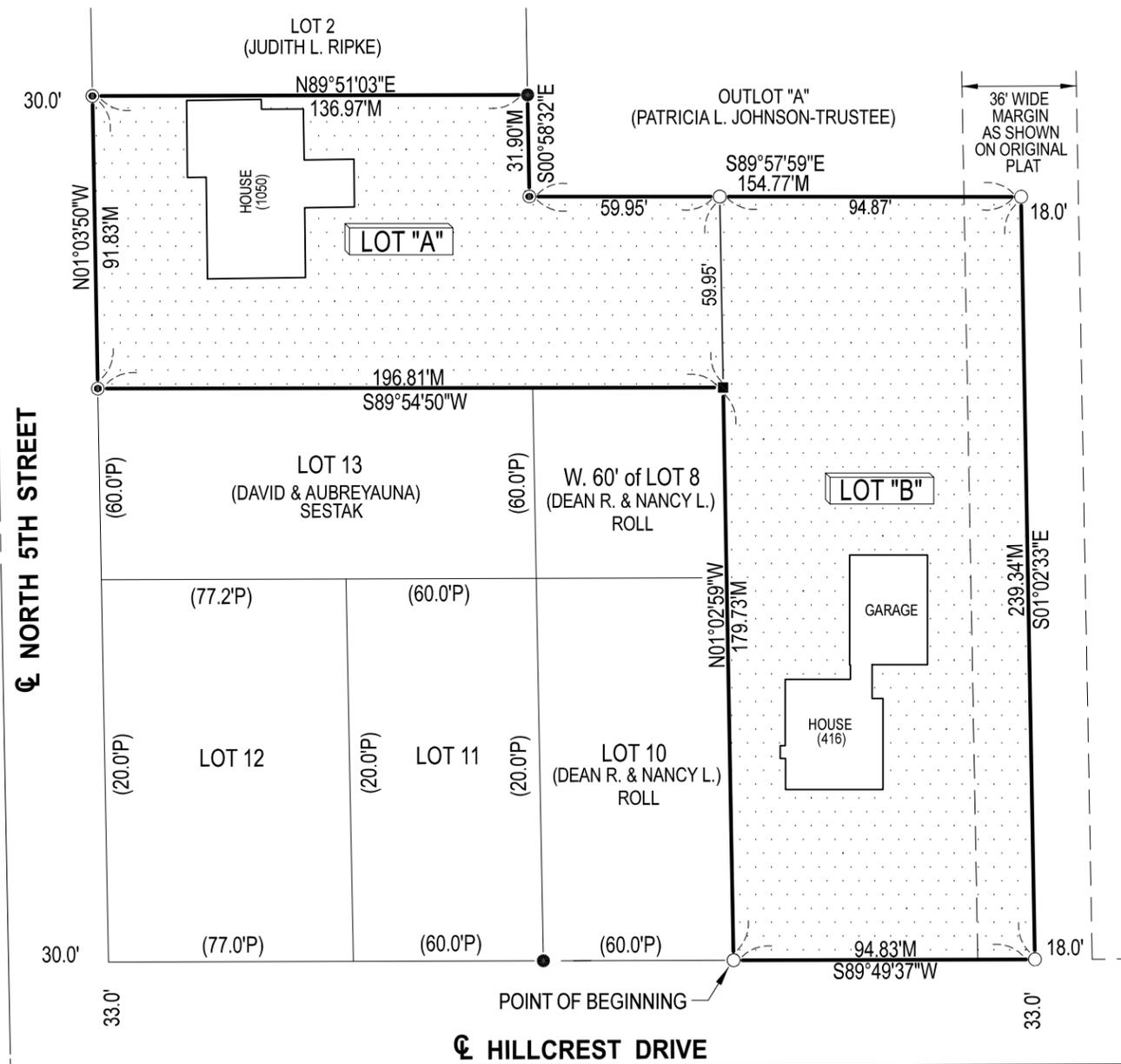
Attest:

Derek Bargmann
City Clerk

KOEHLER-AEGERTER ADDITION

A Preliminary Plat Composed of Lot 3, Administrative Replat of Lots 3,4,5,6,14,15,16,17,18, the East 77' of Lot 8, all of Lots 7 and 9, Block 1, H.B. Cummins Subdivision of Cummins Hillcrest Addition to the City of Seward, Seward County, Nebraska, Including the West One-Half of the adjacent 36' wide platted margin

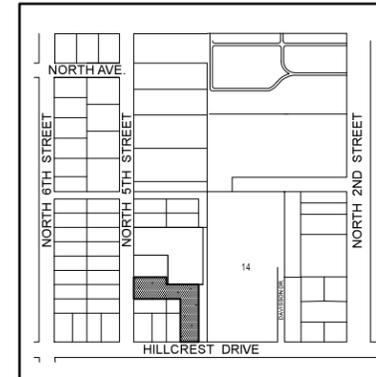
PRELIMINARY PLAT



SCALE: 1" = 50'

LEGEND

- = SET 5/8" CAPPED REBAR
- = FOUND 5/8" REBAR
- = FOUND 1 1/2" SQ. BOLT
- ⊙ = FOUND LS.#483 CAPPED REBAR
- M = MEASURED DISTANCE



VICINITY MAP

LEGAL DESCRIPTION:

A PRELIMINARY PLAT COMPOSED OF LOT 3, ADMINISTRATIVE REPLAT OF LOTS 3,4,5,6,14,15,16,17,18, THE EAST 77' OF LOT 8, ALL OF LOTS 7 AND 9, BLOCK 1, H.B. CUMMINS SUBDIVISION OF CUMMINS HILLCREST ADDITION TO THE CITY OF SEWARD, SEWARD, COUNTY, NEBRASKA INCLUDING THE WEST ONE-HALF OF THE ADJACENT 36' WIDE PLATTED MARGIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW. CORNER OF SAID LOT 9; THENCE IN A NORTHERLY DIRECTION, ALONG THE WEST LINE OF SAID LOT 9, ON AN ASSUMED BEARING OF N 01°02'59" W FOR A DISTANCE OF 179.73'; THENCE S 89°54'50" W FOR A DISTANCE OF 196.81' TO THE SW. CORNER OF SAID LOT 3, ADMINISTRATIVE REPLAT; THENCE N 01°03'50" W, ALONG THE WEST LINE OF SAID LOT 3, ADMINISTRATIVE REPLAT, FOR A DISTANCE OF 91.83' TO THE NW. CORNER OF SAID LOT 3, ADMINISTRATIVE REPLAT; THENCE N 89°51'03" E FOR A DISTANCE OF 136.97'; THENCE S 00°58'32" E FOR A DISTANCE OF 31.90'; THENCE S 89°57'59" E FOR A DISTANCE OF 154.77'; THENCE S 01°02'33" E FOR A DISTANCE OF 239.34' TO A POINT ON THE NORTHERLY 33' RIGHT-OF-WAY LINE OF HILLCREST DRIVE; THENCE S 89°49'37" W FOR A DISTANCE OF 94.83' TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.89 ACRES

SURVEYOR'S CERTIFICATE:

I, KERRY W. SIMONDS HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION, THAT ANY CHANGES FROM THE DESCRIPTION APPEARING IN THE LAST RECORD TRANSFER OF THE LAND CONTAINED IN THIS PLAT ARE SO INDICATED, THAT ALL MONUMENTS SHOWN THEREON ACTUALLY ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST AS DESCRIBED OR WILL BE INSTALLED AND THEIR POSITION IS CORRECTLY SHOWN AND THAT ALL DIMENSIONAL AND GEODETIC DATA IS CORRECT.

SIGNED THIS _____ DAY OF _____, 2021

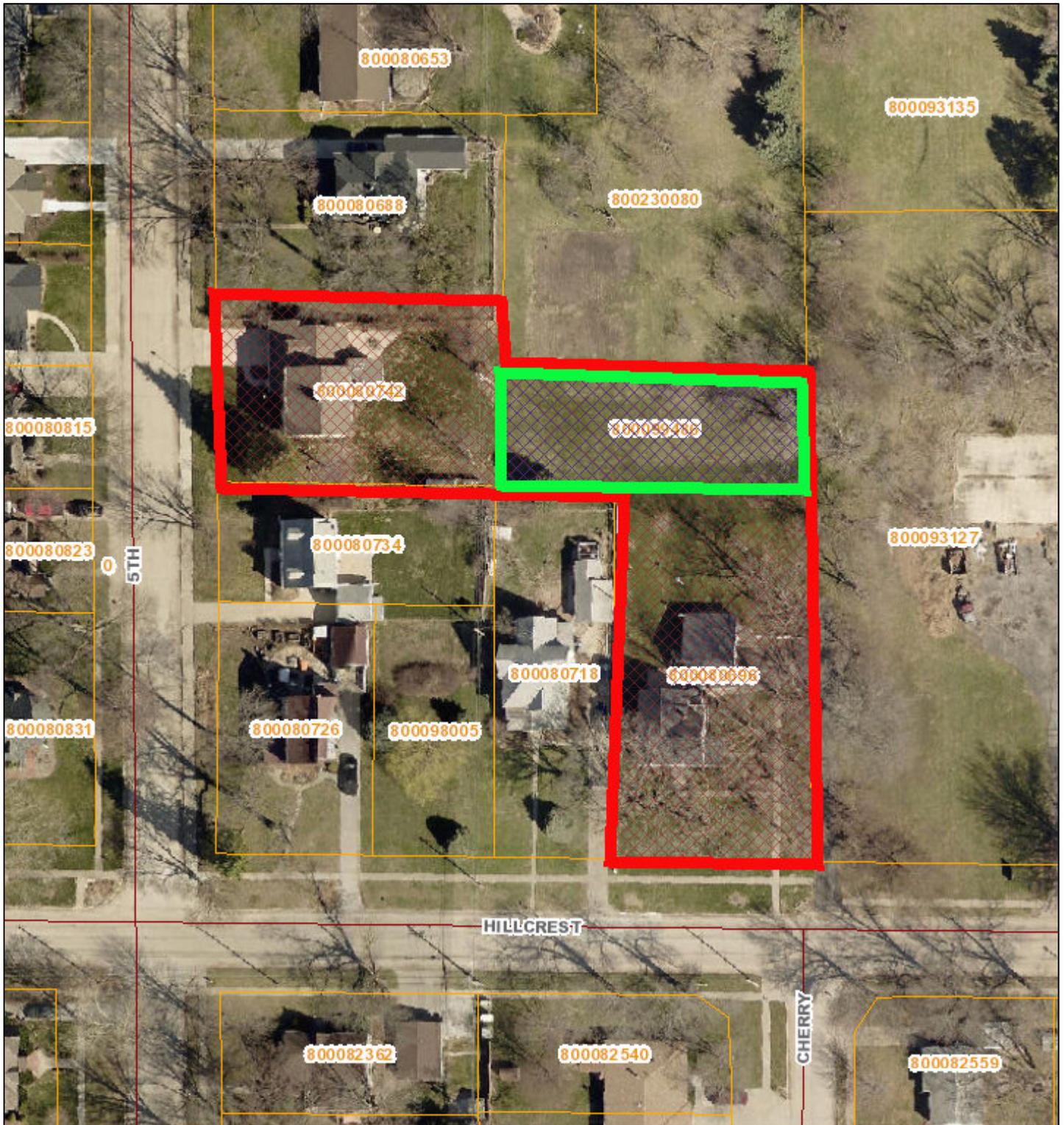
KERRY W. SIMONDS LS. #333



OWNERS OF PROPERTY: CLARK W. & ALLEGRAA. KOEHLER AND BETTY AEGERTER, OWNERS - TRUSTEES

SURVEYOR: ALLIED SURVEYING & MAPPING INC.

BENCH MARK: CHISELED SQUARE @ NE. CORNER OF E. HILLCREST DR. & SUNRISE DRIVE
Elevation = 1493.23 (NAVD 1988)

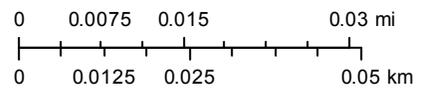


October 26, 2021

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

1:1,100

- Roads
- Parcels



City of Seward Planning Commission

142 N 7th St. Seward, NE 68434

Staff Report

Tim Dworak, Building/Zoning &
Code Enforcement Director

402-643-2928 opt 3 opt 1

APPLICATION TYPE

Major Subdivision Application

FINAL ACTION?

DEVELOPER/OWNER

Clark Koehler-Trustee/Betty Aegerter

PC HEARING DATE

November 8th, 2021

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT/USE

1050 N 5th St/416 Hillcrest Ave, R-2, Residential

ADJACENT ZONING DISTRICTS/USE:

North, R-2, Residential – Judith Ripke, Patricia Johnson

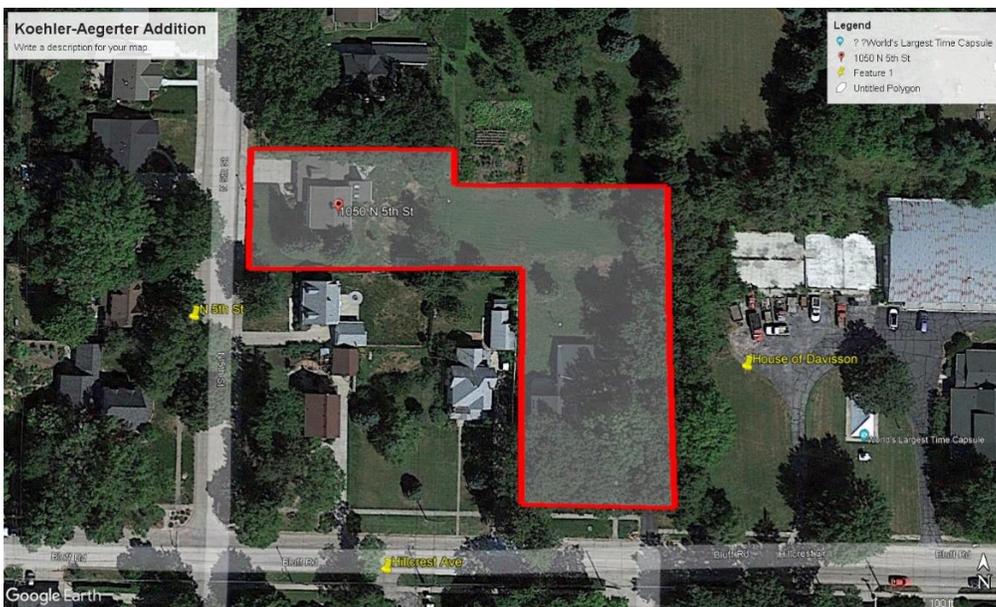
East, R-2, Commercial – House of Davisson, Inc

South, R-2, Residential – David & Aubreyauna Sestak, Dean and Nancy Roll, Shannon Dvorak

West, R-2 – Residential – George & Barbara Gatherier, Matthew & Tamara Stryson

BRIEF SUMMARY OF REQUEST:

A Major Subdivision preliminary and final plat review of lots A and B Koehler-Aegerter Addition. This is being done to split a lot that is currently co-owned.



APPLICATION CONTACT

Clark Koehler 402-416-6565

1050 N 5th St, Seward, NE 68434

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

Use type matches the comprehensive plan recommendations for residential.

ANALYSIS

This is a Major Subdivision application to split a lot to the rear of two (2) residences that is currently co-owned by the applicants and currently has no access and cannot meet current zoning regulations for future improvements as a standalone lot.

The original Lot 3 Administrative Replat of H.B. Cummins was part of an administrative re-plat.

In accordance with ULDO Article 38 Subdivision Approvals and Procedures the Major Subdivision Procedure is implemented here due to the previous Replat. The platted lots A and B meet the minimum requirements for lots in an R-2 residential zone. The subject property is currently served by City utilities and streets and does not require the extension of utilities and streets.

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

APPROXIMATE LAND AREA:

0.89 acres or 38768.4 square feet +/-

LEGAL DESCRIPTION:

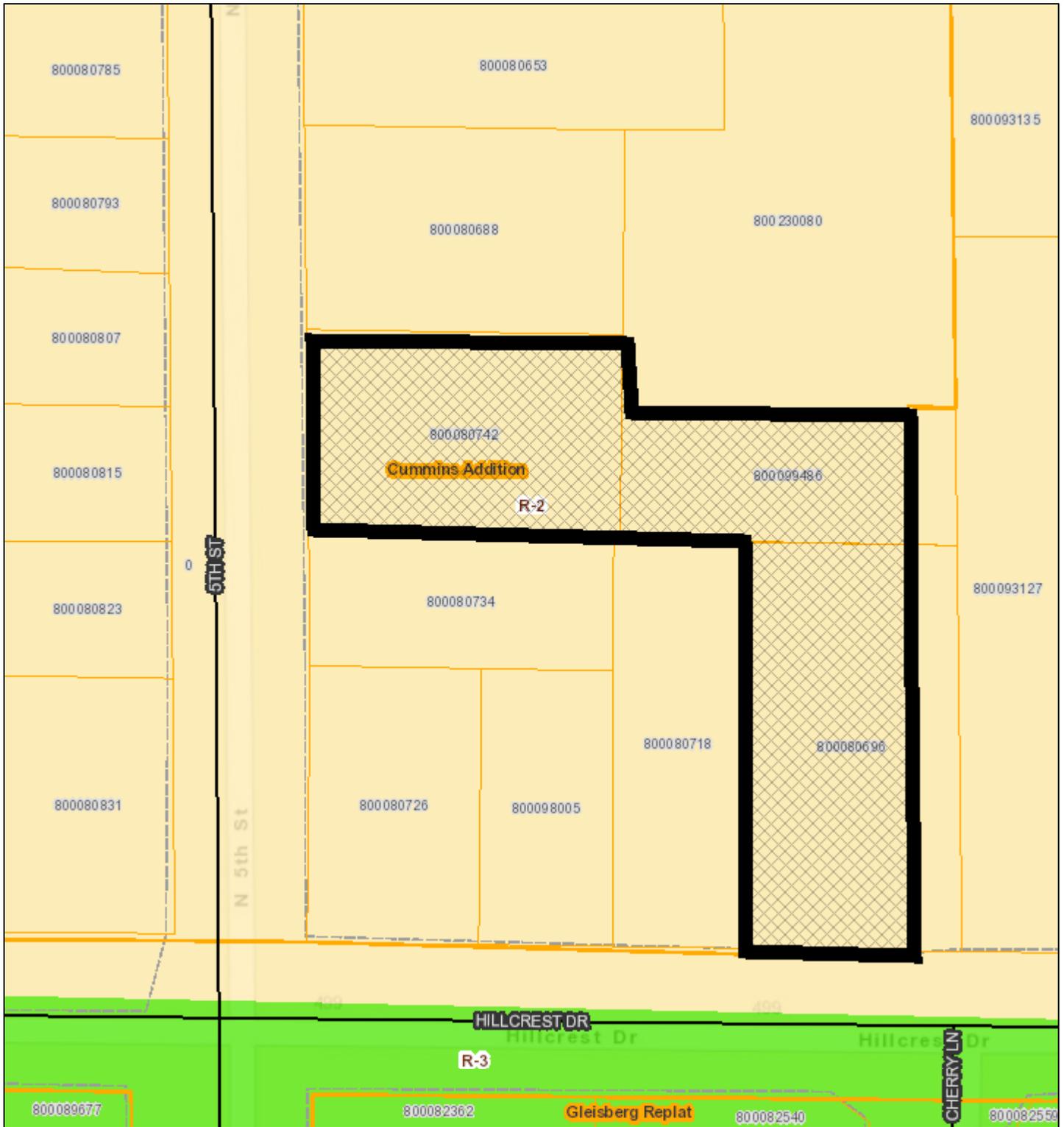
A REPLAT OF LOT 3, ADMINISTRATIVE REPLAT OF LOTS 3,4,5,6,14,15,16,17,18, THE EAST 77' OF LOT 8, ALL OF LOTS 7 AND 9, BLOCK 1, H.B. CUMMINS SUBDIVISION OF CUMMINS HILLCREST ADDITION TO THE CITY OF SEWARD, SEWARD COUNTY, NEBRASKA INCLUDING THE WEST ONE-HALF OF THE ADJACENT 36' WIDE PLOTTED MARGIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Prepared by

Tim Dworak

City of Seward Building - Zoning – Code Enforcement Director



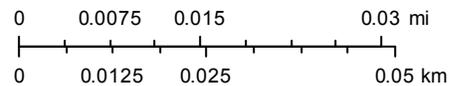
November 4, 2021

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

Legend

1:1,001

- Streets
- Parcels
- Subdivisions



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

3. Public Hearing - 7:00 PM - Amendment to the City of Seward Unified Land Development Ordinance (ULDO); Chapter 410 Zoning and Subdivision, Article 40.5 Circulation System Design - Street Trees - Building/Zoning & Code Enf Director Dworak

ORDINANCE NO. 2021-27

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 40 CIRCULATION DESIGN, SECTION 40.5 STREET TREES; TO ADJUST REQUIREMENT FOR PLANTING OF STREET TREES; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT, TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD AS FOLLOWS:

That Chapter 410 of the Municipal Code of the City of Seward is hereby amended as follows:

SECTION 1. That 410-40.5 be amended as follows:

§ 410-40.5 Street trees.

- A. For all lots abutting the public right-of-way, one tree of an approved species with a minimum caliper size of two inches shall be planted and maintained for each 150 feet of lot frontage and, if applicable, for each 150 feet of lot sideage, with a minimum of one tree per lot on the frontage and, if applicable, a minimum of one tree per lot on the sideage. Existing trees approved by the City of Seward Tree Board for preservation shall be counted toward satisfaction of this requirement.
- B. Street tree selection shall be derived from the list of approved street tree species maintained by the City of Seward Tree Board.
- C. Street trees shall be planted between the back of the curb and the front of the sidewalk. If the distance between the back of curb and front of sidewalk is less than six feet, the street tree shall be planted between the back of the sidewalk and the edge of the public right-of-way, provided that the distance between the two is a minimum of five feet. Street trees shall not be planted under or within 10 lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, sewer line, transmission line or other utility, line, wire or main. Street trees shall not be planted within 10 feet of any fire hydrant and 20 feet of any streetlight.
- D. Prior to the planting of street trees, any person desiring to plant street trees shall first file an application and site plan with the Street Superintendent. The application shall be in writing on a form to be furnished by the Street Superintendent. Each application shall state the species of tree to be planted, the quantity of each species, and the location of each tree. Each application shall be reviewed and approved by the reviewing agencies.
- E. Exceptions to the street tree requirement may be granted only if no site can be found along the entire length of the lot frontage and, if applicable, also along the entire length of the lot sideage. Exceptions shall be approved with the unanimous consent of the reviewing agencies.

SECTION 2. REPEAL. All remaining ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. WHEN OPERATIVE; PULBICATION IN PAMPHLET FORM. This ordinance shall be published in pamphlet form and shall be in full force from and after its passage, approval and publication or posting as required by law.

Dated this _____ day of _____, 2021

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST: _____
Derek Bargmann
City Clerk

City of Seward Planning Commission

142 N 7th St. Seward, NE 68434

Staff Report

Tim Dworak, Building/Zoning &

Code Enforcement Director

402-643-2928 opt 3 opt 1

APPLICATION TYPE

ULDO Text Amendment

FINAL ACTION?

DEVELOPER/OWNER

PC HEARING DATE

November 8th, 2021

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT/USE

BRIEF SUMMARY OF REQUEST:

Review a City of Seward Unified Land Development Ordinance (ULDO) Text Amendment to Article 40 Circulation System Design, 410-40.5 Street Trees.

APPLICATION CONTACT

City of Seward

ANALYSIS

The amendment to Article 410-40.5 will better define the process for implementing street trees into the cartway requirements for the City of Seward Circulation Design Standards and will better align with The City of Seward Municipal Tree Ordinance 364-1.2 and 1.3.

Currently small trees under 25 feet called out in the street tree list approved by the Tree Board are allowed to be planted in City of Seward right of ways without the approval(s) and oversight of City of Seward. Without the oversight of City Staff, there is no assurance that the tree(s) planted conforms to the tree species or size requirements allowed by the city, or that tree(s) planted do not interfere with utilities or infrastructure in the city right of ways.

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

Prepared by

Tim Dworak

City of Seward Building - Zoning – Code Enforcement Director

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

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- B. Street tree selection shall be derived from the list of approved street tree species maintained by the City of Seward Tree Board.
- C. Street trees shall be planted between the back of the curb and the front of the sidewalk. If the distance between the back of curb and front of sidewalk is less than six feet, the street tree shall be planted between the back of the sidewalk and the edge of the public right-of-way, provided that the distance between the two is a minimum of five feet. Street trees shall not be planted under or within 10 lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, sewer line, transmission line or other utility, line, wire or main. Street trees shall not be planted within 10 feet of any fire hydrant and 20 feet of any streetlight.
- D. **Prior to the planting of street trees, any person desiring to plant street trees shall first file an application and site plan with the Street Superintendent. The application shall be in writing on a form to be furnished by the Street Superintendent. Each application shall state the species of tree to be planted, the quantity of each species, and the location of each tree. Each application shall be reviewed and approved by the reviewing agencies.**
- E. Exceptions to the street tree requirement may be granted only if no site can be found along the entire length of the lot frontage and, if applicable, also along the entire length of the lot sideage. Exceptions shall be approved with the unanimous consent of the reviewing agencies.

ADMINISTRATIVE ITEMS

1. Ordinance Amending the Seward Municipal Code, Chapter 364 Trees, Article I Planting and Maintenance Regulations, Section 2 Trees Species to be Planted and Section 3 Distance from Utility Lines and Fire Hydrants - Building/Zoning & Code Enf Director Dworak

ORDINANCE NO. 2021-28

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 364 TREES, ARTICLE 1 PLANTING AND MAINTENANCE REGULATIONS, SECTION 2 TREE SPECIES TO BE PLANTED AND SECTION 3 DISTANCE FROM UTILITY LINES AND FIRE HYDRANTS; TO ADJUST REQUIREMENT FOR PLANTING OF STREET TREES; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT, TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD AS FOLLOWS:

That Chapter 364 of the Municipal Code of the City of Seward is hereby amended as follows:

SECTION 1. That 364-1.2 and 364-1.3 be amended as follows:

§ 364-1.2 Tree Species to be plant.

- A. The City Tree Board shall establish and maintain a list of tree species which shall constitute the official street tree species for the municipality of Seward, Seward County, Nebraska. Said list shall be reviewed on an annual basis by the City Tree Board, and a copy of the listing of official street tree species for the City shall be maintained on file with the City Clerk, and said list shall be made available to any person upon request
- B. Prior to the planting of street trees, any person desiring to plant street trees shall first file an application and site plan with the Street Superintendent. The application shall be in writing on a form to be furnished by the Street Superintendent. Each application shall state the species of tree to be planted, the quantity of each species, and the location of each tree. Each application shall be reviewed and approved by the reviewing agencies

§ 364-1.3 Tree Species to be plant.

- A. No street trees or park trees may be planted under or within 10 lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, sewer line, transmission line or other utility, line, wire or main. Street trees shall not be planted within 10 feet of any fire hydrant.
- B. Exceptions to the street tree requirement may be granted only if no site can be found along the entire length of the lot frontage and, if applicable, also along the entire length of the lot sideage. Exceptions shall be approved with the unanimous consent of the reviewing agencies.

SECTION 2. REPEAL. All remaining ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. WHEN OPERATIVE; PULBICATION IN PAMPHLET FORM. This ordinance shall be published in pamphlet form and shall be in full force from and after its passage, approval and publication or posting as required by law.

Dated this _____ day of _____, 2021

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST: _____
Derek Bargmann
City Clerk

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**§ 364-1.2 Tree species to be planted.
[Amended 2-1-1994 by Ord. No. 4-94]**

A. The City Tree Board shall establish and maintain a list of tree species which shall constitute the official street tree species for the municipality of Seward, Seward County, Nebraska. Said list shall be reviewed on an annual basis by the City Tree Board, and a copy of the listing of official street tree species for the City shall be maintained on file with the City Clerk, and said list shall be made available to any person upon request.

B. Prior to the planting of street trees, any person desiring to plant street trees shall first file an application and site plan with the Street Superintendent. The application shall be in writing on a form to be furnished by the Street Superintendent. Each application shall state the species of tree to be planted, the quantity of each species, and the location of each tree. Each application shall be reviewed and approved by the reviewing agencies

§ 364-1.3 Distance from utility lines and fire hydrants.

A. ~~No street trees or park trees other than those species listed as small trees in § 364-1.1 of this article, or species specifically approved by the Municipal Tree Board,~~ may be planted under or within 10 lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, sewer line, transmission line or other utility, line, wire or main. ~~No~~ Street trees shall not be planted within 10 feet of any fire hydrant.

B. Exceptions to the street tree requirement may be granted only if no site can be found along the entire length of the lot frontage and, if applicable, also along the entire length of the lot sideage. Exceptions shall be approved with the unanimous consent of the reviewing agencies.

2. Consideration for Approval of an Agreement with Nebraska Department of Economic Development for a Community Development Block Grant for the Downtown Revitalization Program and Authorize the Mayor to Execute All Necessary Documents Related to the Block Grant #21-DTR-011 - City Administrator Butcher



November 2, 2021

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

RE: Community Development Block Grant (CDBG) Application: Downtown Revitalization Opportunity Notice of Approval/Subrecipient Agreement Transmittal: City of Seward / 21DTR011

[Federal Agency: United States Department of Housing and Urban Development/ AL#: 14.228] / Assistance Listings (i.e. "AL" – formerly CFDA)

[AL Title: Community Development Block Grant (CDBG)] City of Seward DUNS # 156271546

[Grant#: B-15-DC-31-0001 (2015 Federal Fiscal Year)], [Grant#: B-16-DC-31-0001 (2016 Federal Fiscal Year)], [Grant#: B-17-DC-31-0001 (2017 Federal Fiscal Year)], [Grant#: B-18-DC-31-0001 (2018 Federal Fiscal Year)], [Grant#: B-19-DC-31-0001 (2019 Federal Fiscal Year)], [Grant#: B-20-DC-31-0001 (2020 Federal Fiscal Year)], [Grant#: B-21-DC-31-0001 (2021 Federal Fiscal Year)],

Dear Mayor Eickmeier:

On behalf of Anthony L. Goins, Director of the Nebraska Department of Economic Development (the Department or DED), it is a pleasure to inform you that you have been awarded a Community Development Block Grant (CDBG) grant up to the amount of \$435,500. The awarded amount will be used for Commercial Rehabilitation activities in your Downtown.

The project will fulfill the Slum and Blight National Objective through the subcategory of Area Basis. The data for proposed beneficiaries includes twenty-seven (27) businesses. The proposed activities address the contributing conditions of the 2015 slum and blight designation. A total of 62% of the properties in the area qualify under the designation.

APPLICATION EXHIBITS REVIEWED

The application submitted included submission of exhibit documentation. The Department has reviewed all of the exhibits and is providing a response on the following exhibits:

1. Exhibit A: Public Hearing Documentation-accepted
2. Exhibit K1: Waiver of Procurement Process and Narrative-accepted Development District for general administration and construction management.
3. Exhibit O: Four Factor Analysis Assessing Limited English Proficiency-accepted
4. Exhibit R: Preliminary Environmental Review Record Project Description- changes are required for the following: the requested CDBG amount listed as \$35,000 for program administration is incorrect. The correct budgeted amount is \$25,000 for general administration. The requested total amount is \$435,000 not \$445,000. Please contact your program representative for assistance.

SUBRECIPIENT AGREEMENT

The Department will email a PDF of the subrecipient agreement to the following individuals identified on the application: Chief Elected Official, Local Contact and Application Preparer. Please give careful review to the designated national objective and proposed beneficiaries under item D. RECITALS of the subrecipient agreement. The national objective and proposed beneficiaries are reported in the semi-annual project status reports submitted to the Department and are to be maintained throughout the duration of the project.

In addition, pay particular attention to the funds table included in PART III. §3.01 Sources and Uses of Funds of the attached subrecipient agreement. The sources and uses (i.e., activities) become the approved project budget. *Once the subrecipient is executed, these items can only be changed through the subrecipient agreement amendment process.* If you have questions concerning the contract, please contact your program representative prior to signing and returning the subrecipient agreement to the Department.

SPECIAL CONDITIONS OF THE CONTRACT FOR RELEASE OF FUNDS

At this time, only a very limited number of costs may be incurred prior to receiving a Notice of Release of Funds. Only costs associated with the general administration are allowable such as contracting for administrative services or hiring staff to administer the grant. Administrative costs include those necessary for completing the special conditions identified within the subrecipient agreement. The Department may reimburse these costs if all costs are incurred in full conformity and compliance with the terms and conditions of the Subrecipient Agreement, Code of Federal Regulations 2 CFR Part 200, and all applicable federal and state laws, regulations and requirements. All contracts executed by the subrecipient (local unit of government) must be for services to undertake approved administrative activities and conform to procurement procedures outlined in 2 CFR 200.317.

To assist you in satisfying the special conditions of the subrecipient agreement, all forms, instructions, and the CDBG Administration Manual are available on our website: <https://opportunity.nebraska.gov/CDBG> and/or within the Department's grant management system, AmpliFund. All special condition items will be submitted within AmpliFund.

Prior to implementation of the funded project, it is necessary to satisfy the Special Conditions for Release of Funds. Included under Special Conditions is the completion of an environmental review record; instructions for completing the Environmental Review can be found on the Department's website. To complete the environmental review for your project activities, submit the Determination of Level of Review Form, and all other applicable forms and source documentation, which serve as the Environmental Review Record (ERR). The appropriate parties, including the Responsible Entity Certifying Officer (i.e., the Chief-Elected Official) and the Preparer, must date and sign all necessary forms. See Chapter 6 of the CDBG Administrative Manual for more information.

Do not proceed with your project. CDBG requirements cover a number of start-up activities, such as procurement, acquisition, and construction standards. Under no circumstances will you be reimbursed for non-administrative costs incurred prior to receiving the Notice of Release of Funds and Environmental Clearance.

In the event you withdraw from this award prior to receiving a written Notice of Release of Funds Letter, the Department reserves the right to determine the amount of funds that may require reimbursement to your community or that require recapture from the community for any incurred eligible administrative costs.

If you have any questions regarding this information contact your Program Representative, Steve Charleston at 402.471.3757 or by email at steve.charleston@nebraska.gov. The principal contact for all grant related matters is your Program Representative.

We congratulate the community on successfully obtaining CDBG funds. We look forward to actively working with you in carrying out your CDBG project.

Sincerely,



Steve Charleston
CDBG Program Manager
Nebraska Department of Economic Development

cc (email): Derek Bargmann, City Clerk
Tom Bliss and Kelly Gentrup, SENDD
@DED→ Federal Aid Administrator; file(s)

The actual federal grant number serving as the source of funding for this CDBG award will be dependent upon whether funding from previous grant years is available for distribution. As an example, if the Department continues to have funding available from prior federal fiscal years 2015 thru 2020, it may be distributed prior to the Department distributing funding from 2021.

Individuals who are hearing and/or speech impaired and have a TTY, may contact the Department through the Statewide Relay System by calling (711) INSTATE (800) 833-7352 (TTY) or (800) 833-0920 (voice). The relay operator should be asked to call DED at (800) 426-6505 or (402) 471-3111. Additional information is at the Nebraska Relay website <http://www.nebraskarelay.com/>. Nebraska Relay offers Spanish relay service for our Spanish-speaking customers. Spanish-to-Spanish (711) or 1-888-272-5528/ Spanish-to-English (711) or 1-877-564-3503. Nebraska le ofrece el servicio de relevo a nuestros clientes en español. Los consumidores de TTY pueden escribir por máquina en español y las conversaciones serán retransmitidas en español y inglés.

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT
AGREEMENT NO. 21-DTR-011
[AL #14.228]**

This agreement is entered into between the State of Nebraska Department of Economic Development ("Department") and the City of Seward, Nebraska ("Subrecipient"), upon the date of signature by both parties.

RECITALS:

A. The United States Department of Housing and Urban Development ("HUD") has designated the Department as administrator of and has awarded the Department funds for the Community Development Block Grant Program ("CDBG").

B. The Subrecipient submitted an application ("Application") to undertake community development activities ("Project") authorized under the Housing and Community Development Act of 1974 ("HCDA" or "Act") and its corresponding federal regulations (24 C.F.R. Part 570) using CDBG funds.

C. The Department approved the Application with the authorized use of CDBG funds premised upon and conditioned on the Subrecipient fulfilling one of the three listed CDBG national objectives as a result of the CDBG-assisted activity:

1. *LMI Area Benefit*: This national objective is usually satisfied in the context of community development projects involving *public facilities* or *public improvements* that serve a primarily residential area with at least 51% low to moderate income ("LMI") residents.
2. *LMI Limited Clientele*: This national objective is usually satisfied when the *public facilities* or *public improvements* will be used for activities designed to benefit a particular group of persons (at least 51% of whom are LMI persons) rather than everyone in a general area.
3. *SBA Prevention/Elimination*: This national objective addresses the prevention or elimination of slum and blighted areas ("SBA"). It is usually satisfied in the context of community development projects involving public facilities or public improvements by demonstrating the activities undertaken prevent or eliminate objectively determinable signs of slum or blight in a defined slum or blighted area. The specific criteria for qualifications for this national objective can be found in the CDBG regulations.

Failing to fulfill a national objective will result in the disallowance of CDBG funding for the Project, and CDBG regulations require the Subrecipient to repay all CDBG funds to the Department.

D. Based upon the Application, SBA Prevention/Elimination is the proposed national objective that was established at the time of Project approval and will be used by the Department to ascertain if a CDBG national objective has been met by the Project.

- The project will fulfill the Slum and Blight National Objective through the subcategory of Area Basis. The data for proposed beneficiaries includes twenty-seven (27) businesses. The proposed activities address the contributing conditions of the 2015 slum and blight designation. A total of 62% of the properties in the area qualify under the designation.

E. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: TERMS AND CONDITIONS.

§1.01 Amount, Use, and Payment of CDBG Funds.

The total amount of CDBG funds to be paid by the Department to the Subrecipient for allowable expenses incurred will not exceed **Four Hundred Thirty-Five Thousand Dollars (\$435,000)**.

The *Nebraska Community Development Block Grant Program Administration Manual* (“Administration Manual”) describes many restrictions governing the receipt of CDBG funds from the Department. Included among those restrictions are limitations on the amount of CDBG funds the Subrecipient is allowed to use for administration expenses. Only **Twenty-Five Thousand Dollars (\$25,000)** of CDBG funds may be used for approved administrative and audit expenses.

The CDBG funds granted to the Subrecipient must be used to fund the Project as detailed in the Application. The Project generally involves Commercial Rehabilitation in a blighted area of downtown for Hastings, Nebraska.

Requests by the Subrecipient for reimbursement of Project administration expenses will not be paid by the Department unless a CDBG Certified Administrator has been identified and is administering the Project at the time of each request for reimbursement of administration expenses. This requirement is applicable at all times throughout Project completion (including final Project reports).

To request payment of allowable expenses, the Subrecipient must submit a request for payment in the manner and form prescribed by the Department to the Housing and

Community Development Division, Department of Economic Development, 301 Centennial Mall South, P.O. Box 94666, Lincoln, Nebraska 68509-4666.

§1.02 Time of Performance.

The time of performance for this agreement shall commence on October 26, 2021 and terminate on April 25, 2024. All of the required activities and services, except for submission of final reports, administration, and audit, must be completed by or before this date. The provisions of this agreement that survive the termination date are specified in Part IV.

§1.03 National Objective Compliance—Failure Requiring Repayment by Subrecipient.

Failing to fulfill a national objective will result in the disallowance of CDBG funding for the Project, and CDBG regulations require the Subrecipient to repay all CDBG funds to the Department.

§1.04 Incorporation of RECITALS.

All provisions of the RECITALS are incorporated as agreed provisions of this agreement.

PART II: SPECIAL CONDITIONS FOR RELEASE OF FUNDS.

Funding of the amount stipulated in §1.01 will not be released until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than January 26, 2022. The Department reserves the right to cancel the agreement if these special conditions are not met by this date.

§2.01 Subrecipient Information Sheet.

The Subrecipient must submit a completed Program Subrecipient Information Sheet to the Department as prescribed.

§2.02 Environmental Review.

The Subrecipient must submit documentation to the Department evidencing the completion of its responsibilities for environmental review and decision making pertaining to the Project and its compliance with the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 C.F.R. Part 58, which further the purposes of NEPA.

The Subrecipient agrees to assume all of the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of Title I of the

Housing and Community Development Act of 1974 (Public Law 93-383), as amended. The Subrecipient shall not allow any subrecipient to assume the Subrecipient's Environmental Review responsibilities.

§2.03 Authorization to Request Funds Form.

The Subrecipient must complete and return an Authorization to Request Funds form as prescribed by the Department.

§2.04 Financial Management.

The Subrecipient must submit documentation evidencing completion of all financial management system requirements and execution of the financial management certification form prescribed by the Department.

§2.05 Procurement Standards.

The Subrecipient must submit documentation to the Department evidencing adoption of appropriate procurement standards in compliance with provisions of federal law including, but not limited to, 24 C.F.R. Part 85, 24 C.F.R. §570.489, and 2 C.F.R. §§200.318 through 200.326 (with emphasis on the provisions in 2 C.F.R. §200.322 regarding procurement of recovered materials). Such procurement standards must include written standards of conduct covering conflicts of interest and governing the actions of the Subrecipient's employees engaged in the selection, award, and administration of contracts.

These standards do not relieve the Subrecipient of any contractual responsibilities under its agreements. The Subrecipient is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

§2.06 Excessive Force Certification.

The Subrecipient must provide documentation that it has adopted a policy to prohibit the use of excessive force by local law enforcement agencies against any individual engaged in nonviolent civil rights demonstrations.

§2.07 Fair Housing.

The Subrecipient must submit documentation identifying its fair housing representative, and it must include the representative's name and contact information. The Subrecipient must submit a description of the actions it will take during the course of the Project to fulfill any requirements to affirmatively further fair housing and must also submit documentation demonstrating the actions that were actually taken, including the details of such actions (e.g. when the actions occurred, who participated, who benefitted, etc.). The requirement

to submit documentation demonstrating the actions that were actually taken need not be submitted within the time frame for completion of the special conditions, but such documentation must be submitted prior to closeout of the grant. The Department's Administration Manual contains additional detail about affirmatively furthering fair housing.

§2.08 [RESERVED].

§2.09 CDBG Certified Administrator Required.

The Subrecipient must submit documentation identifying the CDBG Certified Administrator that will be used for the Project. The Department's Administration Manual contains details about the certification process. Reimbursement of Project expenses will not be paid by the Department unless a CDBG Certified Administrator is identified and administering the Project at the time of the request for reimbursement.

§2.10 Limited English Proficiency.

The Subrecipient must submit documentation evidencing completion of its responsibilities to ensuring meaningful access to the Project activities and services for persons with Limited English Proficiency (“LEP”) as required by Title VI of the Civil Rights Act of 1964; Executive Order 13166; and HUD's final “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons”, which was published in the Federal Register on January 22, 2007 and which became effective on March 7, 2007 (“HUD LEP Guidance”).

Such documentation must include all of the following: (1) information identifying the LEP representative for the Subrecipient, including the representative's name and contact information; (2) a Four Factor Analysis that is consistent with the HUD LEP Guidance; and (3) a description of the actions the Subrecipient will take during the course of the Project to fulfill the requirements to provide meaningful access to LEP persons. If deemed necessary as a result of the Four Factor analysis, the Subrecipient will also prepare and submit to the Department a Language Access Plan (“LAP”) that includes all elements of an effective LAP as defined by HUD.

The Subrecipient must also submit documentation demonstrating LEP services provided and keep records of all requests for LEP services and all LEP services actually provided. The requirement to submit documentation demonstrating the LEP services provided need not be submitted within the time frame for completion of the special conditions, but such documentation must be submitted prior to closeout of the grant.

§2.11 Other Special Conditions.

Program Guidelines (“Guidelines”) for the use of a Façade Improvement Program in relation to Commercial Rehabilitation activities associated with the Project must be submitted and approved by the Department, and then adopted by City Council Resolution or other comparable means of approval by the local government.

PART III: SOURCES AND USES OF FUNDS.

§3.01 Sources and Uses of Funds.

SOURCES→	CDBG	OTHER	TOTAL
USES (Activities)↓			
17C Commercial Rehabilitation	\$400,000	\$100,000	\$500,000
17C Construction Management	\$10,000	\$0	\$10,000
21A General Administration	\$25,000	\$0	\$25,000
TOTAL	\$435,000	\$100,000	\$535,000

The Sources and Uses of Funds table above reflects:

- The anticipated total costs of the CDBG-assisted Project.
- The CDBG-assisted activities being funded.
- The sources and amounts of other matching funds required for each activity.
- The maximum authorized CDBG funds for each CDBG-assisted activity.
- The ratio (derived by computation, not expressly shown) of CDBG funds to other matching funds for each CDBG-assisted activity that is a further limitation upon the maximum authorized CDBG funds which may be paid for each activity. The ratio is invoked as a limitation if the actual total costs of the activity are less than anticipated.

[An example illustrates this point: If the anticipated cost of an activity, such as the acquisition of equipment, was \$100,000—with \$40,000 to be from CDBG funds and \$60,000 to be from the benefited business—but the actual cost of the equipment turned out to be \$90,000, then the 40% ratio limits CDBG funding to \$36,000 rather than the \$40,000 originally anticipated.]

- The proportionality (derived by computation, not expressly shown) of funding from all funding sources for each activity and for the Project in total. Disbursement of CDBG funds will be made only on a pro rata basis with all other funding sources for each activity and for the Project in total. CDBG funds will not be the first funds invested in the Project, but rather CDBG funds will flow into the Project in proportion to all other funding sources.

PART IV: OTHER AGREEMENT CONDITIONS.

§4.01 Program Income.

Program income is regulated by the provisions of 24 C.F.R. §570.489(e). The exact text of this regulation should be consulted for definitions and other guidance concerning program income.

Program income generally means any gross income received by the Subrecipient or a subrecipient of the Subrecipient that was generated from the use of CDBG funds; however, some exceptions are detailed in 24 C.F.R. §570.489(e)(2). Program income includes, but is not limited to, the following:

- payments of principal and interest on loans made using CDBG funds;
- proceeds from the disposition (by sale or long-term lease) of real property purchased or improved with CDBG funds;
- proceeds from the disposition of equipment purchased with CDBG funds;
- interest earned on program income pending its disposition;
- interest earned on CDBG funds held in a revolving loan fund's cash balance interest-bearing account.

All program income received prior to the completion of the approved grant activities must be applied to those activities prior to requesting additional CDBG funds from the Department. In other words, the Subrecipient's pool of program income must be the "first out" and must be fully depleted before it may request "new" CDBG funds from the Department.

The Subrecipient agrees to treat all received and/or retained program income as additional CDBG funds subject to all requirements applicable to the CDBG Program. Additionally, the Subrecipient agrees to submit regularly occurring reports to the Department regarding program income and agrees, upon the Department's request, to maintain a contractual relationship with the Department for the duration of the time period in which the Subrecipient maintains program income.

§4.02 Matching Requirements.

The Subrecipient agrees to provide matching and other leveraged funds for each approved activity in the amounts, ratios, and proportions set forth in Part III. Matching and other leveraged funds must be expended during the grant period.

With each request for CDBG funds, the Subrecipient is required to certify the amount of matching funds applied to the Project. Project costs are to be paid from grant and matching funds as specified in Part III. The Subrecipient will be responsible for costs that exceed the total Project costs.

§4.03 Legal Authority and Acceptance of Environmental Review Responsibility.

By signing this agreement, the Subrecipient certifies that it possesses the legal authority to accept CDBG funds and to carry out the Project described in this agreement and that the Subrecipient's chief elected official:

- (a) Consents to assume the status of responsible federal official and the responsibilities for environmental review and decision making under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law as specified in 24 C.F.R. Part 58 which further the purposes of NEPA; and
- (b) Is authorized and consents, on behalf of the Subrecipient, to accept the jurisdiction of the federal courts for the purpose of enforcement of their responsibilities as such responsible federal official.

§4.04 Designation of Officials to Execute Agreement and Amendments.

The Director of the Department or their designee is the official authorized individual to execute this agreement and any amendments to this agreement on behalf of the Department.

The Chief Elected Official of the Subrecipient or their designee is the official authorized individual to execute this agreement and any amendments to this agreement on behalf of the Subrecipient.

Either party may request amendments to this agreement; however, amendments will not take effect until mutually agreed to in writing by both parties.

§4.05 Subrecipient Compliance with CDBG Regulations and Uniform Administrative Requirements.

The Subrecipient must comply with all applicable CDBG Regulations in 24 C.F.R. Part 570. The Subrecipient must also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in this agreement and in 2 C.F.R. Part 200 (which have been adopted by HUD through 2 C.F.R. Part 2400) or any reasonably equivalent procedures and requirements that the Department may prescribe.

In particular, the Subrecipient agrees to establish internal controls in order to have reasonable assurance that the Subrecipient is carrying out the Project in compliance with federal statutes, regulations, and the terms and conditions of this agreement, as required by 2 C.F.R. §200.303. The Subrecipient also agrees to comply with provisions regarding the protection of personally identifiable information, as required by 2 C.F.R. §200.303 and 2 C.F.R. §200.512.

§4.06 Record Keeping.

The Subrecipient agrees to keep the following records: (1) records as specified in 24 C.F.R. §570.506 *Records to be Maintained*; (2) adequate documentation to support costs charged to the CDBG Program; (3) records detailing procurement procedures followed by Subrecipient; (4) records that include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the Project, as required by 24 C.F.R §570.490 for fair housing and equal opportunity purposes; and (5) any other records as the Department may reasonably require. The Subrecipient agrees to keep such records so the Department can perform a 24 C.F.R. §570.492 *State's review and audits*.

All records pertinent to this grant and work undertaken as part of the Project must be retained by the Subrecipient for the period required by 2 C.F.R. §200.333 (as interpreted by HUD and applied to the CDBG Program through 24 C.F.R. §570.490). The Subrecipient also agrees to comply with the methods for collection, transmission, and storage of information as described in 2 C.F.R §200.335.

The Department and any duly authorized official of the state and federal government will have full access to and the right to examine, audit, excerpt, and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this agreement. The Subrecipient agrees to transfer records pertinent to this grant and work undertaken as part of the Project to the Department upon request.

§4.07 Reports.

The Subrecipient must submit timely reports to the Department, in such form as it may prescribe, pertaining to the activities undertaken as a result of this agreement. The Subrecipient will also be required to submit a final performance and financial report, in such form as the Department may prescribe, at grant closeout.

Additionally, prior to closeout, the Subrecipient must submit documentation demonstrating the actions or services that were taken during the course of the grant by the Subrecipient to affirmatively further fair housing, as required in §2.07, and ensure meaningful access to the Project activities for LEP persons, as required in §2.10.

Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

§4.08 Cost Principles; Audits; Post-Closeout Adjustments and Continuing Responsibilities.

The Subrecipient is responsible for the efficient and effective administration of the CDBG funds provided to it under this agreement. The Subrecipient agrees to administer the CDBG funds in a manner consistent with this agreement, HUD's administrative

requirements for the CDBG program, the provisions of the Department's Administration Manual, and all federal and state laws, regulations, and executive orders applicable to the CDBG-assisted Project.

Generally Accepted Government Auditing Standards (GAGAS) must be followed, and audits of this grant will be conducted in accordance with the Single Audit Act of 1984, as amended, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (which have been adopted by HUD through 2 C.F.R. Part 2400). The Subrecipient is required by 2 C.F.R. §200.512 to submit the required audit reporting package to the Federal Audit Clearinghouse ("FAC") within thirty (30) calendar days after receipt of the auditor's reports or nine (9) months after the end of the audit period, whichever is earlier. Audit costs are an allowable general administration cost subject to limitations established by the applicable law and the Department.

The closeout of this grant does not affect the right of the Department or any duly authorized official of the state and federal government to disallow costs and recover funds from the Subrecipient on the basis of a later audit or other review. In other words, the obligation of the Subrecipient to return any funds due as a result of an audit is not affected by closeout of this grant.

§4.09 Conflict of Interest.

The Subrecipient must comply with the conflict of interest prohibitions set forth for the CDBG program in 24 C.F.R. §570.489 and 2 C.F.R. §200.318 and in the Subrecipient's written standards of conduct covering conflicts of interest submitted to the Department as required in Part II. In the event prohibited conflicts of interest arise, the Subrecipient must inform the Department of such conflicts of interest as soon as possible. Exceptions to the prohibition may be granted by the Department on a case-by-case basis.

§4.10 Applicability to Subrecipients and Contractors.

All provisions of this agreement will be made binding on any subrecipient or contractor of the Subrecipient, and the Subrecipient will, nonetheless, remain fully obligated under the provisions of this agreement.

Any such subrecipient or contractor of the Subrecipient must be authorized to transact business in the State of Nebraska. All subrecipients and contractors are expected to comply with all Nebraska Secretary of State and Department of Revenue registration requirements, including any registration requirements pertaining to types of business entities (e.g. sole proprietorship, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation). Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Subrecipient for its records.

Upon request of the Department, the Subrecipient must submit copies of written agreements executed between the Subrecipient and any subrecipients or contractors relating to the Project.

§4.11 Funding Source Recognition.

Prior to referring to the Project or Project activities in publications, the Subrecipient must inform the Department and, if requested, include a reference to the CDBG funding made available for the Project.

§4.12 Intellectual Property.

If the Project results in any copyrightable material or inventions, the Department and/or the State of Nebraska reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and/or authorize others to use the work or materials for governmental purposes.

§4.13 Religious Activities.

The Subrecipient agrees that CDBG funds provided under this agreement will not be used for inherently religious activities, such as worship, religious instruction, or proselytization, prohibited by 24 C.F.R. 570.200(j).

§4.14 Title, Use, and Disposition of Property/Supplies/Equipment; Insurance.

The Subrecipient agrees to comply with the provisions of 2 C.F.R. §§200.311 through 200.316 regarding the title, use, and disposition of property, supplies, and equipment.

In accordance with 2 C.F.R. §200.310, the Subrecipient agrees to, at a minimum, provide insurance coverage that is equivalent to the insurance it provides for its other property for the real property and equipment acquired or improved with CDBG funds.

§4.15 Reversion of Assets.

Consistent with the provisions at 24 CFR 570.703, the Subrecipient shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.

Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used for its original intended purpose for five years after expiration of the agreement. Should the Subrecipient fail to utilize said property for its intended purpose, the Subrecipient shall pay the Department an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

§4.16 Anti-Lobbying.

To the best of the Subrecipient's knowledge and belief: no federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

§4.17 Waivers and Assignment of Interest.

No conditions or provisions of this agreement can be waived unless approved by the Department in writing. The Subrecipient may not assign or transfer any interest in this agreement to any other party without the written consent of the Department.

§4.18 Non-Waiver of Rights.

The Department's failure to insist upon the strict performance of any provision of this agreement or to exercise any right based upon breach will not constitute a waiver of any rights under this agreement.

§4.19 Severability.

If any provision of this agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this agreement.

§4.20 Early Termination; Termination by Mutual Agreement.

The Department may terminate this agreement for any reason upon sixty (60) days written notice to the Subrecipient.

This agreement may also be terminated, in whole or in part, prior to the completion of project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the

event of mutual termination, the parties must agree on the termination conditions, including the effective date and the portion to be terminated.

The Subrecipient may not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. The Department will make funds available to the Subrecipient to pay for allowable expenses incurred before the effective date of termination.

§4.21 Termination for Cause.

In the event of a default or violation of the terms of this agreement by the Subrecipient or a failure to use the grant for only those purposes set forth herein, the Department may take the following actions (which are supplemental to other default remedies specified elsewhere in this agreement):

- (a) *Suspension.* After notice to the Subrecipient, the Department may suspend the agreement and withhold any further payment or prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient or a decision to terminate.
- (b) *Termination.* The Department may terminate the agreement, in whole or in part, at any time whenever it is determined that the Subrecipient has failed to comply with the terms and conditions of the agreement. The Department will promptly notify the Subrecipient in writing of the determination to and the reasons for termination, along with the effective date. Payments made to the Subrecipient or recoveries by the Department under agreements terminated for cause will be in accordance with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be in compliance with the terms of this agreement up to the date of termination. The Subrecipient must return all unencumbered funds, and any costs previously paid by the Department that are subsequently determined to be unallowable through audit and closeout procedures may be recovered from present grant funds or deducted from future grants.

§4.22 Termination Due to Loss of Funds.

This agreement may terminate, in full or in part at the discretion of the Department, in the event the Department suffers a loss of funding or a termination of the federal funds which permit it to fund this grant. In the event it suffers such a loss of funding, the Department will give the Subrecipient written notice which will set forth the effective date of full or partial termination or, if a change in funding is required, setting forth the change in funding.

§4.23 State of Nebraska Non-Liability/Hold Harmless.

The Subrecipient must hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon or arising out of any activities or

services performed by the Subrecipient or by its officials, officers, employees, agents, or associates.

§4.24 Entire Agreement; Binding Effect; Counterparts.

This instrument and any attachments, the approved Application, and those items incorporated by reference contain the entire agreement between the parties. Any statements, inducements, or promises not contained therein will not be binding upon the parties.

This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

This agreement or any amendment to this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

§4.25 Governing Law.

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

§4.26 Verification of Work Eligibility Status for New Employees.

The Subrecipient is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this agreement. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. 1324a), known as 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.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Subrecipient in performing this agreement. The Subrecipient will be responsible to the Department for enforcing this requirement with its subcontractors.

A failure by the Subrecipient to adhere to these requirements is a violation of the statutory requirements of Neb. Rev. Stat. §4-114 and, as such, will be deemed a substantial breach

of this agreement which could result in the Department declaring the Subrecipient to be in default on the agreement.

§4.27 Debarment, Suspension, and Ineligibility; Universal Numbering System and Registration Requirements.

By executing this agreement, the Subrecipient certifies, represents, and warrants that the Subrecipient and all subrecipients or contractors to be used by the Subrecipient in performing this agreement are not debarred, suspended, proposed for debarment, placed in ineligibility status, or voluntarily excluded from covered transactions by HUD or any other federal agency under the provisions of Executive Order 12549 “Debarment and Suspension” and any applicable government debarment and suspension regulations. The Subrecipient agrees to immediately notify the Department if it or any of its subrecipients or contractors become sanctioned or debarred. The Subrecipient acknowledges that suspension or debarment and/or use by the Subrecipient of suspended or debarred subrecipients or contractors is cause for termination of this agreement.

The Subrecipient agrees to comply with all requirements established by the Office of Management and Budget (“OMB”) concerning participation in the Dun and Bradstreet Data Universal Numbering System (“DUNS”), registration with the Federal System for Awards Management (“SAM”), and maintenance of such participation and registration.

§4.28 Mandatory Disclosures.

As required by 2 C.F.R. §200.113, Subrecipient must immediately disclose to the Department, HUD, and/or other appropriate authorities (with a copy to the Department) all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the use of CDBG funds provided under this agreement.

§4.29 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the agreement due to a natural disaster or other similar event outside the control of and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of the agreement. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The Department may grant relief from performance of the agreement if the Subrecipient is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Subrecipient. To obtain release based on a Force Majeure Event, the Subrecipient shall file a written request for such relief with the Department.

Labor disputes with the impacted party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the agreement.

§4.30 Drug Free Workplace.

The Subrecipient agrees to maintain a drug free workplace environment to ensure worker safety and workplace integrity and agrees to provide a copy of its drug free workplace policy at any time upon request by the Department.

§4.31 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth in the Application, in this agreement, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

§4.32 Survival.

The terms of this agreement regarding national objective compliance, program income, use of funds, matching requirements, record keeping, audits, reports, and notice (and other terms that by their nature should survive the termination or expiration of this agreement) shall survive expiration or termination of this agreement.

§4.33 Verification of Lawful Presence for Public Benefits Eligibility.

The Department of Economic Development is prohibited by state law (Neb. Rev. Stat. §4-108) from providing public benefits to a person not lawfully present in the United States. Public benefits are statutorily defined broadly (see Neb. Rev Stat. §4-109); however, some exemptions from the verification of lawful presence requirement are set forth in Neb. Rev Stat. §4-110. For the purposes of this agreement, the Department has determined that, in the performance of its contractual duties, the Subrecipient is providing public benefits to individuals or households under the statutory definition of public benefits.

Consequently, pursuant to this agreement and Neb. Rev. Stat. §§4-108 through 4-114, the Subrecipient shall have each applicant for public benefits under this agreement complete the United States Citizenship Attestation Form attached to this agreement and available on the State of Nebraska Department of Administrative Services website at www.das.state.ne.us. The Attestation Form serves as the applicant's attestation that he or she is a U.S. citizen or a qualified alien under the federal Immigration and Nationality Act (8 U.S.C. 1101 et seq.). If the applicant attests they are a qualified alien, the Subrecipient shall verify the applicant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

The Subrecipient must:

1. retain the attestation form and any additional verification documentation required because the applicant attested they were a qualified alien;
2. provide such attestation form and other documentation (or copies thereof) to the Department upon request;
3. maintain aggregate records for the duration of the agreement showing: (a) the number of applicants for public benefits under this agreement and (b) the number of applicants rejected pursuant to the lawful presence requirement; and
4. provide a summary report to the Department no later than December 31st each calendar year reflecting data for such calendar year (or portion of such year when there is not a full calendar year of activity under this agreement) so that the Department can fulfill its annual reporting obligation to the Nebraska Legislature concerning these "lawful presence" requirements.

PART V: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.

The Subrecipient agrees to comply with the administrative requirements for the CDBG program established by the Department and HUD, with the provisions of the Department's Administration Manual, and with all federal and state laws, regulations, and executive orders applicable to the CDBG-assisted Project, as now in effect and as such law may be amended, during the term of this agreement including, but not limited to:

- Housing and Community Development Act of 1974, as amended ("HCDA").
- 24 C.F.R. Part 570.
- National Environmental Policy Act of 1969 and regulations at 24 C.F.R. Part 58.
- Clean Air Act and Federal Water Pollution Control Act, as amended.
- Federal Restrictions on the use of the power of eminent domain.
- The Davis-Bacon Act (and related requirements).
- Contract Work Hours and Safety Standards Act (and related requirements).
- Copeland "Anti-Kickback" Act (and related requirements).
- Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act, and regulations at 24 C.F.R. Part 35.
- Section 3 of the Housing and Urban Development Act of 1968; and 24 C.F.R. Part 135.
- The Architectural Barriers Act of 1968 and the Americans with Disabilities Act.
- The requirement in the HCDA to affirmatively further fair housing.
- 2 C.F.R. Part 200, The Federal Funding Accountability and Transparency Act, and related federal requirements.

- Byrd Anti-Lobbying Amendment (and related acts and requirements).
- The Equal Employment Opportunity Act; The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002); The Immigration Reform and Control Act of 1986; and The Americans with Disabilities Act of 1990; the Nebraska Fair Employment Practices Act; and related acts and requirements.
- Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act); the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; The Housing for Older Persons Act of 1995; and related acts and requirements.
- Nebraska Uniform Energy Efficiency Standards, §§81-1608 to 81-1626.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this agreement, they agree to its provisions, and that it will be effective on the date when both parties have signed.

<p>NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT</p> <p>By: _____ (Director or Designee)</p> <p>_____ (Typed or Printed Name/Title)</p> <p>_____ (Date)</p>	<p>SUBRECIPIENT → City of Seward, Nebraska</p> <p>By: _____ (Authorized Official)</p> <p>_____ (Typed or Printed Name/Title)</p> <p>_____ (Date)</p>
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United States Citizenship Attestation Form

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.

PRINT NAME

(First, Middle, Last)

SIGNATURE

DATE

3. Consideration for Approval of Professional Service Agreement for General Administration Contract for Downtown Revitalization Project #21-DTR-011 with Southeast Nebraska Development District - City Administrator Butcher

PROFESSIONAL SERVICE AGREEMENT _____ & SENDD
General Administration Contract for _____ Project # _____

THIS AGREEMENT made and entered into by and between the _____, **NEBRASKA** (hereinafter referred to as the CITY) and the **SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT** (hereinafter referred to as the CONSULTANT)

WITNESSES THAT:

WHEREAS, the CITY and the Consultant are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the State of Nebraska to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State CDBG Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the CITY, as part of its _____ **CDBG grant agreement** with the Department, under contract number _____, has been awarded CDBG funds for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as of the part CITY'S approved CDBG program, and

WHEREAS, it would be beneficial to the CITY to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services to be provided by the Parties

a. The Consultant shall complete in a satisfactory and proper manner as determined by the CITY the work activities described in **Attachment "A"- Scope of Services and Fee Schedule: Administration.**

b. The CITY will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance

The effective date of this contract shall begin _____ . The termination date of the contract shall be _____ or as amended by an approved extension.

3. Consideration

The CITY shall reimburse the Consultant in accordance with the **Fee Schedule described in Attachment "A"** to the contract for all allowable expenses agreed upon by the parties to complete the Scope of Work. **The total amount reimbursed by the CITY shall be equal to the sum of _____.** Reimbursement under this contract shall be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is also understood that this contract is funded in whole or in part with funds through the Community Development Block Grant Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR 200.300-345 and any such procedures that the CITY or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance. All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of ten years after the final audit of the CITY'S CDBG project, unless a longer period is required to

resolve audit findings or litigation. In such cases, the CITY shall request a longer period for record retention.

The CITY, the Department, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

5. Relationship

The relationship of the Consultant to the CITY shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the CITY and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the CITY and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the CITY may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

a. Suspension If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the CITY may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the CITY and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;

(1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.

(2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.

(3) In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the CITY shall pay the Consultant for work performed to the satisfaction of the CITY, in accordance with the percentage of the work completed.

b. Termination for Cause. The CITY may terminate its contract with the consultant if the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist.

(1) The lack of compliance with the provisions of this contract is of such scope and nature that the CITY deems continuation of the contract to be substantially detrimental to the interests of the CITY;

(2) The Consultant has failed to take satisfactory action as directed by the CITY or its authorized representative within the time specified by same;

(3) The Consultant has failed within the time specified by the CITY or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the CITY may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

c. Termination for Other Grounds This contract may also be terminated in whole or in part:

1) By the CITY, with the consent of the Consultant, or by the Consultant with the consent of the CITY, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.

(2) If the funds allocated by the CITY via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.

(3) In the event the CITY fails to pay the Consultant promptly or within 60 days after invoices are rendered, the CITY agrees that the Consultant shall have the right to consider said default a breach of this agreement and the

duties of the Consultant under this agreement terminated. In such an event, the CITY shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

(4) The CITY may terminate this contract at any time giving at least 10 days notice in writing to the Consultant. If the contract is terminated for convenience of the CITY as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The CITY may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the CITY and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the CITY.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

The Consultant shall not assign any interest in this contract, and shall not transfer any interest in this contract (whether by assignment or notation), without prior written consent of the VILLAGE thereto: Provided, however, that claims for money by the Consultant from the VILLAGE under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any

such assignment or transfer shall be furnished promptly to the CITY.

10. Reports and Information

The Consultant, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the CITY.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance with Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall hold the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Executive Order 11246* (APPLICABLE TO CONSTRUCTION CONTRACTORS ONLY) Therefore not applicable to this general admin contract between the CITY and SENDD.

15. Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination

under any program or activity funded in whole or in part with funds made available under this title.

17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.

c. The consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The Consultant will include this Section 3

clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition

of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

18. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.).

No person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

19. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794).

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

20. Executive Order 11246, As Amended.

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

21. Conflict of Interest 2 CFR 200.318

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request,

exceptions may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

22. Audits and Inspections

The CITY, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the CITY, DED, the State Auditor and HUD.

23. Hold Harmless

The Consultant agrees to indemnify and hold harmless the CITY, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the CITY, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

24. Compliance with E-Verify Program on Work Eligibility for New Employees

The Consultant is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as 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.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Consultant in performing this contract, if applicable. The Consultant will be responsible to the Community for enforcing this requirement with Consultant subcontractors.

25. Governing Law

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this Agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the CITY and the Consultant. The attachments to this agreement are identified as follows:

Attachment "A", Scope of Services and Fee Schedule – CDBG Administration

WITNESS WHEREOF, the CITY and SENDD have executed this contract agreement as of the date and year last written below.

_____, NEBRASKA

By: _____

Title: _____, _____

Date: _____

CONSULTANT: SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT

By: _____

Title: Executive Director

Date: _____

PROFESSIONAL SERVICE/CONSULTANT AGREEMENT
BETWEEN _____, NEBRASKA & SENDD
General Administration Contract for _____ Project # _____

Attachment "A"- Scope of Services and Fee Schedule: CDBG Administration

1.0 Scope of Services

*SEND*D shall perform in a satisfactory and proper manner, the following work:

1.1 CDBG Certified Administrator.

*SEND*D shall assist the CITY in fulfilling the administration duties of the NDED Community Development Block Grant (CDBG) contract. Such duties shall include, but not necessarily be limited to administration of the following NDED contract requirements:

- a. National Objective Compliance.
- b. Prepare and submit Part II Special Conditions items 2.01-2.11.
- c. *SEND*D shall assign a CDBG Certified Administrator to administer this project in compliance with parts 1.01 and 2.09 of the NDED CDBG contract.
- d. Monitor and oversee project budget sources and uses of funds in accordance with Part III Sources and Uses of Funds; and Other Requirements.
- e. Work with the grantee in order to ensure compliance with Part IV Other Contractual Conditions items 4.01-4.31.

1.2 Record Keeping.

*SEND*D shall assist the CITY in establishing, completing and maintaining all files required by the Nebraska Department of Economic Development (NDED). *SEND*D will review each file periodically and will assist the CITY 's staff in ensuring that information retained in the files is appropriate and sufficient to meet NDED Community Development Block Grant (CDBG) grantee requirements. Record keeping shall comply with part 4.06 of the NDED CDBG contract.

1.3 Reports.

During, and at the completion of the program, *SEND*D will prepare the required reports and submit the same to the CITY'S governing board for acceptance. Reporting shall comply with part 4.07 of the NDED CDBG Contract. Semiannual performance reports will include:

- a. Project achievement in relationship to CDBG Program Objectives
- b. Identification of project impact(s)
- c. Job Creation and Job Maintenance, if applicable
- d. Other performance report requirements

1.4 Compliance with CDBG Regulations and Uniform Administrative Requirements; Cost Principles; Audits; and Post-Closeout Adjustments and Continuing Responsibilities.

SEND D will create and maintain financial management systems that establish internal controls that have reasonable assurance that Grantee is carrying out the project in compliance with federal statues, regulations, and terms and conditions of the NDED CDBG contract. SEND D will complete requisition requests and obtain appropriate signatures from CITY officials and subrecipients as necessary. The CITY shall authorize SEND D to deliver such requests to NDED. SEND D will provide information and ongoing assistance regarding financial management duties and responsibilities, and will aid in ensuring that expenditures of funds comply with NDED program requirements. Cost Principles shall comply with parts 1.01, 3.01, 4.01, 4.02, 4.05, 4.08, and 4.14.

1.5 Other Duties and Compliance with Applicable Laws and Regulations.

SEND D shall provide other administrative duties as are necessary to complete the NDED CDBG contract.

2.0 Fee Schedule and Compensation Procedures

2.1 Compensation Procedures

For purposes of this contract, the cost for performing services outlined in Article 1.0 of this Contract Attachment "A", shall be provided to the CITY on an actual cost incurred basis up to a **maximum total of _____**. The CITY agrees to pay SEND D for costs incurred within a reasonable period of time following presentation of a detailed accounting of incurred expenses.

2.2 Amendment of Compensation Rate

Provided that actual expenses documented by SEND D exceed the total allowed by the NDED in their Contract with the CITY, it is hereby agreed and understood by the signatories to this Contract that SEND D may enter into a separate agreement with other parties to recover, in part or in total, those expenses not allowed under this Contract.

2.3 Accountability

SEND D shall document expenditures of funds in accordance with the purposes and conditions of this contract.

4. Ordinance to Approve the Revised Ward Boundaries Based on the 2020 Census - City Administrator Butcher

ORDINANCE NO. 2021-29

AN ORDINANCE TO ESTABLISH WARDS FOR ELECTIONS OF THE CITY SUBSTANTIALLY EQUAL IN POPULATION; TO DESCRIBE THE BOUNDARIES OF EACH WARD AS REDISTRICTED; TO AMEND CHAPTER 32-1.8 OF THE CITY CODE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEWARD OF SEWARD AS FOLLOWS:

That Chapter 31 of the Municipal Code of the City of Seward is hereby amended as follows:

Section 1. That 32-1.8 of the Municipal Code of the City of Seward is hereby amended as follows:

§ 32-1.8 Wards.

A. The Municipality shall redistrict as often as necessary using the most recent Federal Census to ensure that each ward is substantially equal in population. The Municipality shall stand divided into the following wards as set forth herein:

1. First Ward: all that portion of the City lying and being situated north of the line drawn along the center of Hillcrest Drive beginning at the center of the intersection of Hillcrest Drive and First Street in the City, and extending east to the Corporate boundary line of said City, and east of a line drawn along the center of First Street and then extending north to the Northern Corporate boundary line of said City.
2. Second Ward: all that portion of the City lying and being situated within the following described boundary line: beginning at a point to where the center line of Moffitt Street intersects the West Corporate Limits, thence east following the center line of Moffitt Street to the center line of Tenth Street, thence north along the center line of Tenth Street to the center line of Lincoln Street, thence east following the center line of Lincoln Street to the center line of Fifth Street; thence north along the center line of Fifth Street to the center line of Hillcrest Drive, thence east along the center line of Hillcrest Drive to the center line of First Street, thence north along the center line of First Street extended to a point of intersection with the North Corporate Limit, thence generally west along the North Corporate Limit to a point of intersection with the West Corporate Limit, thence generally south along the West Corporate Limit line to the point of beginning.
3. Third Ward: all that portion of the City lying south of a line beginning on the West Corporate boundary line of the City at a point where the center line of Moffitt Street extended west would intersect with the West Corporate boundary line, thence east along the center of Moffitt Street to the intersection of Moffitt Street and Tenth Street, thence north along the center of Tenth Street to the center of the intersection of Tenth Street and Lincoln Street; thence east along the center line of Lincoln Street to the

intersection of Lincoln Street and Third Street; thence south along the center line of Third Street to the center line of Seward Street; thence east along the center line of Seward Street extended east to the Corporate boundary line.

4. Fourth Ward: all that portion of the City lying and being situated within the following described boundary line: beginning at a point to where the center line of Hillcrest intersects the East Corporate Limits, thence west along the center line of Hillcrest Drive to the center line of Fifth Street, thence south along the center line of Fifth Street to the center line of Lincoln Street, thence east along the center line of Lincoln Street to the center line of Third Street, thence south along the center line of Third Street to the center line of Seward Street, thence east along the center line of Seward Street and the center line of Seward Street extended to a point of intersection with the East Corporate Limit, thence generally north along the East Corporate Limit line to the point of beginning.

- B. The establishment of the wards herein provided shall be implemented and become effective with the next election to be held pursuant to §32-1.1 of this chapter. Each ward shall constitute an election district.

Section 2. REPEAL. All remaining ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. PAMPHLET FORM; PUBLICATION; WHEN OPERATIVE. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval, and publication or provided by law and city ordinance.

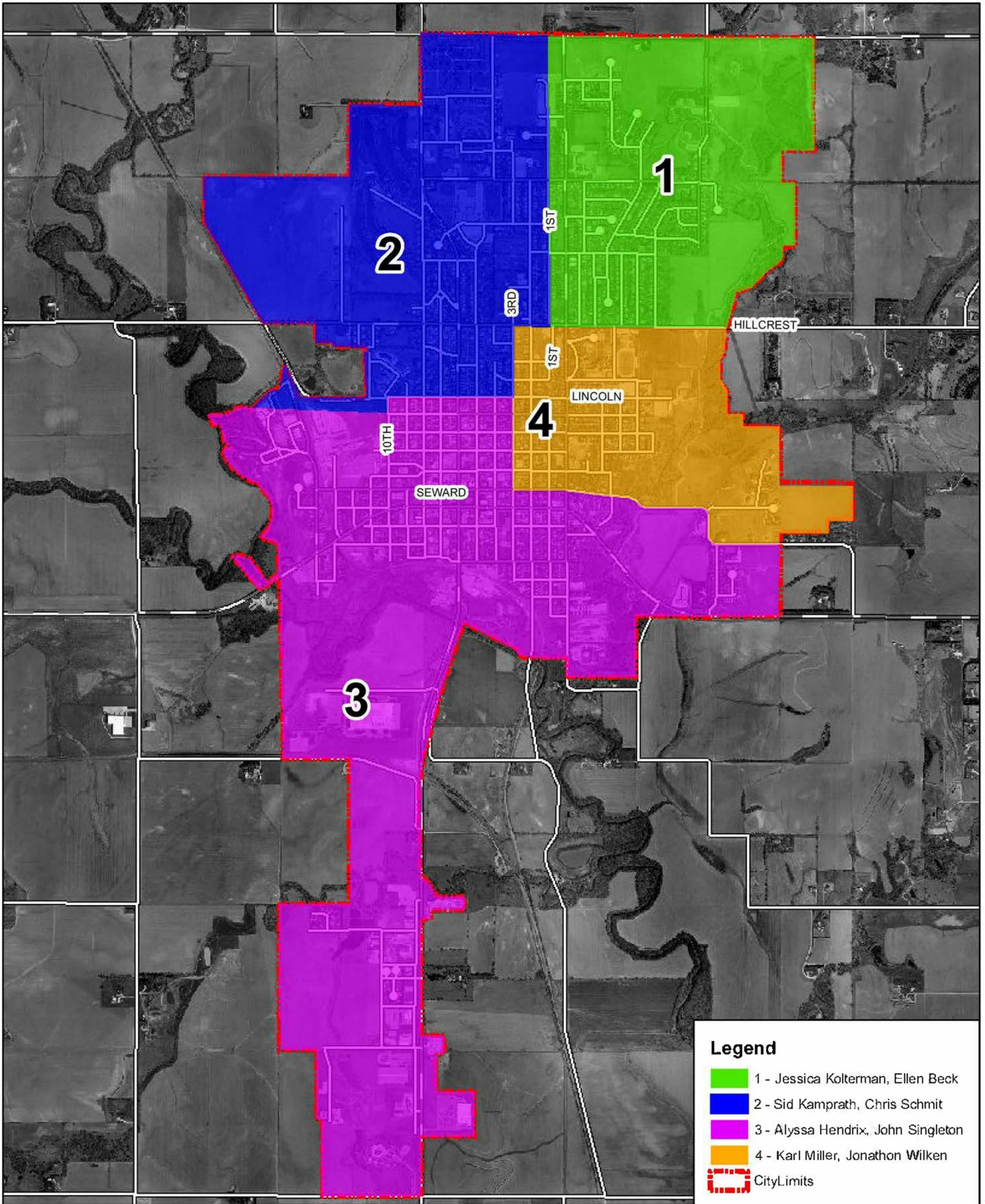
Dated this _____ day of _____, 2021.

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

—
ATTEST:

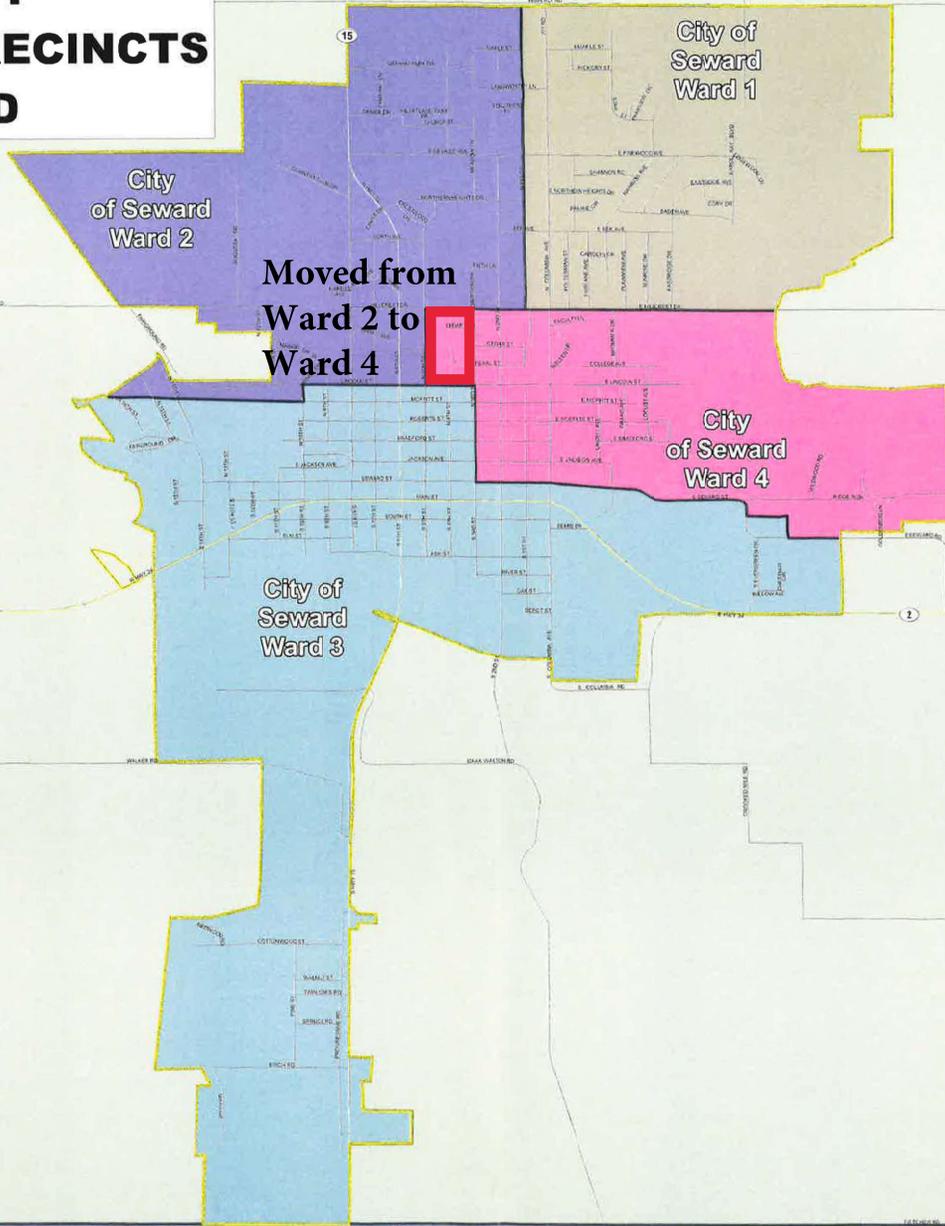
Derek Bargmann
City Clerk



Seward Voting Wards-2021

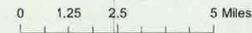
SEWARD COUNTY 2021 VOTING PRECINCTS CITY OF SEWARD

Precinct Name	Registered Voters
B Precinct	216
C Precinct	524
City of Seward Ward 1	1,362
City of Seward Ward 2	1,351
City of Seward Ward 3	1,151
City of Seward Ward 4	820
E Precinct	685
G Precinct	344
H Precinct	920
I Precinct	883
J Precinct	266
K Precinct	499
M-BX Precinct	672
M-CO Precinct	157
O-1 Precinct	700
O-2 Precinct	881
Total	11,431



G Precinct

Precinct Name	Symbol
City of Seward Ward 1	Tan
City of Seward Ward 2	Purple
City of Seward Ward 3	Light Blue
City of Seward Ward 4	Pink
G Precinct	Light Green
J Precinct	Dark Blue
Interstates	Thick Yellow Line
US Routes	Thin Yellow Line
Major Roads	Thick Grey Line
Local Road	Thin Grey Line
Streams	Blue Line
City Limits	Yellow Outline
Water	Blue Fill



J Precinct

5. Resolution Authorizing Mayor Eickmeier to Sign the Annual Year-End Certification of City Street Superintendent - City Administrator Butcher

Do not recreate, revise, or copy this form. Revisions, recreations, and copies will not be accepted. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2021. Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2021.**

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2021

Resolution No. 2021-28

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor Village Board Chairperson of _____
(Check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this _____ day of _____, 20____ at _____, Nebraska.
(Date) (Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

(Signature of Clerk)

- A. Designate Julie A. Ogden, JEO Consulting Group, Inc., as Consultant to the City of Seward as a Class A City Street Superintendent (License #S-1407) for NDOT Programming Requirements and Incentive Payments, Effective January 1, 2022

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2021. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2021.

Year-End Certification of City Street Superintendent For Determining Incentive Payment

January 1, 2021 to December 31, 2021

*(1)(a) Certification of the municipality of _____ that: _____ was
(Print name of City or Village) (Print name of Superintendent as appears on license card if applicable)
the appointed City Street Superintendent from _____, 2021 to _____, 2021,
(Month) (Date) (Month) (Date)

(b) the above listed individual **is not** or **is** a Licensed City Street Superintendent, License Number S- _____ Class _____,
(Check this box is the above listed individual is not licensed) (A or B)

(c) the above listed individual **is not** or **is** a Licensed Engineer in Nebraska, License Number E- _____,
(Check this box is the above listed individual is not licensed)

(d) the superintending services of the above listed individual were provided by: *(Check one box)*

- Employment with this Municipality
- Contract (consultant) with this Municipality
- Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies) _____

(e) the above listed individual assisted in the following: *Reference Neb. Rev. Stat. §39-2512*

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

- OR -

(2) From _____, 2021 to _____, 2021 this municipality did not have an appointed City Street Superintendent.
(Month) (Date) (Month) (Date)

Signature of Mayor *Village Board Chairperson*

*(3) If your municipality had a licensed superintendent for a portion of the year; had two or more successive licensed superintendents; and/or did not have an appointed street superintendent for any portion(s) of the calendar year, complete a separate Year-End Certification form for EACH appointed city street superintendent AND for any period without an appointed city street superintendent. Copy this form as needed to account for these separate periods.

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(e) above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

(5) Failure to return the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2021 to:
Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

REPORTS

1. City Administrator's Report - City Administrator Butcher

CITY ADMINISTRATORS REPORT – 11/16/2021

- Monitoring a number of street projects Waverly Road (continues pouring concrete), design work on East Seward and East Hillcrest.
- Covid-19 response to inquiries and issues, a number of employees out.
- Working on finalizing grants for Petsource/Rail Campus – EOP.
- Assisting City Attorney with a number of real estate items.
- Met with local developer on new plat east of town.
- Covid-19 Unified Command Calls
- Reviewed City Hall office space contractor quote for Payroll Clerk being added to City Hall.
- Held CRA meeting for application of 14tin LLC.
- Review culvert solution in Lancaster County for culver under Karol Kay near Plum Creek Park.
- Met with Engineering team for new development.
- Monthly Financial Review with Finance Director.
- Reviewed redistricting items with staff.
- Reviewed CivicPlus webpage options with staff.
- Presented to Kiwanis.
- Met on site near Twin Oaks to review drainage issues with land developer.
- Worked on land inspections and documentation for FEMA buyout properties.
- Attended League Legislative Committee online meeting.
- Met with local group about before/after school care programing.
- Reviewed Tourism App with Clark Kolterman, Jeanne Weimer, and Jonathan Jank.
- Attended NPPD/Norris joint power planning meeting in Beatrice.
- Met with the First Impressions Group about bandshell and code items.

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

Police Department

- NetMotion Meeting.
- Pre-academy training for Phillips.
- Interviewing Nov. 17 for CSO vacancy.

City Clerk/Human Resources/City Hall

- The Safety Committee By-Laws draft was submitted to the City Administrator for review. The plan is for the committee to review the draft at the November 18th meeting.
- The Tree City USA application will possibly be submitted this week. We are waiting on figures from the Electric Department to be included.
- Reviewing the Employee Personnel Manual 1.1-1.8 this week with Greg.
- Utility Billing/Collection/Orders/Updates/Billing/Delinquents/Disconnection

Water/Wastewater Department

- Continue working on reprogramming meters with lost information.
- Finish up winterizing well houses.
- Repair and seal up sanitary sewer manhole by Twin Oaks.
- Seward WWTF Improvements Kickoff Meeting on Monday.
- Clean out items in 730 and 740 Jackson that we want to keep.

Parks and Rec/Cemetery/Golf/Pool

- Starting on hole eight with extending the cart path at the Golf Course.
- Trying to finish blowing out irrigation systems.

- Mulching and trimming parks and cemeteries.

Civic Center

- Meetings as usual.

Electric Department

- Hookup pump service at 294th & Hwy 34.
- Finish overhead line connections at 10th & South Street.
- Trim trees at 29 Jackson.

Street Department

- Patch potholes.
- Work on Flood levee projects.
- Tree trimming.
- Finish prepping winter equipment.

Library

- Meeting with architect for kid's room update.
- Décor Days all week during open hours.
- Material ordering.

Building Inspection/Planning Department

- November Planning Commission Meeting focused on Tin 14 TIF, Koehler Plat and the Street Tree Ordinance.
- The Fire Department did their training on Sunday at 730 and 740 Jackson. Andy Hartman will begin moving in equipment for demo purposes, his demo date is the week of November 22nd.
- Preliminary Plat Application for Prairie View Subdivision was due Friday, November 12th.

Engineering

- Kickoff meeting Nov. 8 and funding application for WWTP Upgrade.
- Geotech borings, site plan and funding application for the Water Tower.
- Documentation for new streets per the NDOT lane mile report.
- Lighting, prep for seeding, ROW paperwork, monitor sod for Waverly Road (City).
- Reconstruct shoulders and change orders for Waverly Road (County).

Finance Dept.

- Record County Treasurer Receipts.
- Make TIF distributions.
- Bond payment transfers.
- Accrue comp worksheet to prep for audit.

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE
ACTION
ANNOUNCEMENT OF UPCOMING EVENTS
MOTION TO ADJOURN**

I, Derek Bargmann, the duly appointed qualified and acting City Clerk of the City of Seward, Nebraska, hereby certify that the foregoing Notice of Meeting and Agenda for such meeting has been posted in the following places: Seward City Hall, Seward Municipal Building, Seward County Courthouse, Seward Memorial Library and CityofSewardNE.gov

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City.

Derek Bargmann, City Clerk

Date