



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

Tuesday, April 19, 2022

7:00 PM

Municipal Building Council Chambers

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, April 19, 2022, in the Council Chambers, 142 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

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

ROLL CALL

CONSENT AGENDA

1. City Codes Director Report

CURRENT YEAR: March 2022

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	3	\$ 7,226.70	\$ 727,170.56
REMODEL/ADDIT.	5	\$ 189.85	\$ 33,000.00
ACCESSORY	22	\$ 1,134.00	\$ 123,992.00
RELOCATE	0	\$ -	\$ -
ELECTRIC			
PLUMBING	17	\$ 2,190.00	
MECHANICAL	5	\$ 225.00	
SEWER TAP	3	\$ 750.00	
WATER TAP	3	\$ 2,514.00	
TEMP. ELEC.	2	\$ 100.00	
ELECTRIC SER.	3	\$ 600.00	
TOTALS	63	\$ 14,929.55	\$ 884,162.56

LAST YEAR: March 2021

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	2	\$ 2,995.20	\$ 593,246.11
REMODEL/ADDIT.	3	\$ 551.40	\$ 172,187.43
ACCESSORY	13	\$ 4,759.75	\$ 80,991.79
RELOCATE	3	\$ 304.50	\$ 55,000.00
ELECTRIC		\$ -	\$ -
PLUMBING	8	\$ 844.00	\$ -
MECHANICAL	3	\$ 155.00	\$ -
SEWER TAP	1	\$ 250.00	\$ -
WATER TAP	1	\$ 881.00	\$ -
TEMP. ELEC.	1	\$ 50.00	\$ -
ELECTRIC SER.	1	\$ 200.00	\$ -
TOTALS	36	\$ 10,990.85	\$ 901,425.33

YEAR TO DATE January to December 2022

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	13	\$ 34,390.79	\$ 5,152,363.45
REMODEL/ADDIT.	11	\$ 928.73	\$ 191,293.69
ACCESSORY	43	\$ 1,636.70	\$ 151,192.00
RELOCATE	5	\$ 250.00	\$ 42,708.57
ELECTRIC		\$ -	\$ -
PLUMBING	37	\$ 3,260.00	\$ -
MECHANICAL	19	\$ 1,285.00	\$ -
SEWER TAP	12	\$ 3,000.00	\$ -
WATER TAP	12	\$ 11,283.00	\$ -
TEMP. ELEC.	6	\$ 300.00	\$ -
ELECTRIC SER.	12	\$ 3,200.00	\$ -
TOTALS	170	\$ 59,534.22	\$ 5,537,557.71

YEAR TO DATE January to December 2021

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	5	\$ 8,306.10	\$ 1,541,136.12
REMODEL/ADDIT.	11	\$ 4,474.95	\$ 1,300,181.43
ACCESSORY	27	\$ 9,324.30	\$ 330,447.79
RELOCATE	4	\$ 329.50	\$ 95,000.00
ELECTRIC		\$ -	\$ -
PLUMBING	18	\$ 1,849.00	\$ -
MECHANICAL	12	\$ 1,110.00	\$ -
SEWER TAP	3	\$ 750.00	\$ -
WATER TAP	3	\$ 2,643.00	\$ -
TEMP. ELEC.	3	\$ 150.00	\$ -
ELECTRIC SER.	3	\$ 600.00	\$ -
TOTALS	89	\$ 29,536.85	\$ 3,266,765.34

OPEN Property Maintenance Code Violation Report

					Updated 3-7-2022
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2022					
1313 W Hwy 34	Concrete stem walls damaged due to fire, automotive pit to be filled, rebar sticking up, outdoor storage not allowed in zoning, vehicle storage not allowed in zoning	6/13/2022	Brian & Cindy Fehlhafer 1369 196th Rd Seward, NE 68434	In Person	Tim spoke with Brian and reminded him of the first notice violation and the required items to be remedied. Brian indicated he would comply.
437 S 6th	inoperable vehicle	3/14/2022	Misty Wismer	Phone Call	Shannon Arenan (CSO) made contract 3-3-2022 with Misty Wismer regarding the car parked on the grass that is not licensed/registered. Arenan informed Wismer she has until 3-14 to license the vehicle. This has been moved.
	Illegal Dumping	3/9/2022	Ed Schulz LLC	Phone Call	Shannon Arenan (CSO) made contact on 3-1-2022 and she said they will get it cleaned up. As of 3-2-2022 all the bags were cleaned up.
434 S 2nd	Fridge with door, weeds 3ft tall	3/9/2022	Stephen Storjohn	Phone Call	Shannon Arenan (CSO) made contact with Stephen Storjohn. Storjohn stated there was a company that was supposed to come pick it up but they haven't yet. 3-2-2022 gave official 7 day notice. CSO Arenan reported as of 3-8-22, the fridge has not moved. 3-24-22 the fridge is moved.
416 N 1st	inoperable vehicle	3/4/2022	Rudolph Nuttleman	Phone Call	Shannon Arenan (CSO) made contact with Sandra Nuttleman. She stated it was a previous tenants car. On 2-24-22, Arenan made contact again and gave Nuttleman till March 4 to have the vehicle removed. CSO Arenan reported the car is being picked up by a non-profit out of York by the weekend of 3-12-22.
929 Main St	No building permit, building built to non code compliant	3/11/2022	Craig Kubicek 7811 S 26th St Lincoln, NE 68512	In Person Certified Mail	Shannon Arenan (CSO) will make contact with the renter and a certified letter will be mailed to the owner.

OPEN Property Maintenance Code Violation Report

1115 N Columbia	Protective treatment, decayed siding, soffits and facsias, decayed roof	4/15/2022	Lori Canning 1115 N Columbia Seward, NE 68434	In Person	Notice and Orders letter will be hand delivered Monday 2/14/2022
524 S 3rd St	Bedroom windows not operable, bath floor rotted, no ventilation in bath	4/1/2022	Barbara Osborne 903 406th Rd Beaver Crossing, NE 68313-9434	Phone	Barbara called and is in the process of lining up a contractor and getting windows ordered.
		3/11/2022		Certified mail	Notice and Orders certified letter mailed 2-10-2022
rd St	Suspected gas leak reported	Immediate 2/1/2022	Kent Russel 1240 Longwood Dr. Seward, NE 68434	In Person	Tim Contacted Black Hills Energy and they are sending out a tech immediately to investigate. Black Hills Energy notified the building department that Lee's Refrigeration was called and was working on replacing some piping to solve the problem. No gas leak was detected.
444 Hillcrest	No permit for fowl and chickens		Jonathon Moberly/Jennifer Freund		The permit was submitted to City Hall for approval and lacked a single neighbor signature. They were instructed to go back and get the final signature. Per email from City Administrator Greg Butcher, this is approved.
		3/11/2022		in Person	Notice and Orders was hand delivered on 2-9-2022 giving them 30 days to comply.
		2/8/2022			Shannon Arena (CSO) made contact with Jennifer, gave her the permit and ordinance. Informed her she has 7 business days. She said she would begin working on it. As of 2-8-2022, the owners have not turned in the required documentation for permit.
111 Plumcreek Ln	Rubbish and trash througout the yard and deck area	1/10/2022	Della Hartmann	In Person/Phone call	Tenant cleaned area and disposed of trash.
					Shannon Arena (CSO) attempted contact and nobody answered the door. Shannon phoned the owner (Della) who does not live on site and she said she would get ahold of the tenant and have him clean it up. Shannon will follow up Monday 1-10

2. City Treasurer Report

TREASURER'S REPORT		MONTH OF: MARCH 2022					
VARIANCE AT: 50.00%							
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE	
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS	
ELECTRIC	11,308,038	4,703,740	42%	6,604,298	4,494,586	209,153	
ELEC BOND PYMT	494,905	452,130	91%	42,775	451,156	974	
WATER	4,266,596	858,244	20%	3,408,352	646,390	211,854	
WATER BOND PYMTS	329,284	245,345	75%	83,939	133,671	111,674	
WATER SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
WASTEWATER TREATMENT	2,456,620	969,943	39%	1,486,678	525,872	444,071	
WWTW BOND PYMT	290,258	12,479	4%	277,779	38,938	(26,459)	
WWTW SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
TOTAL BUSINESS-TYPE FUNDS	19,145,701	7,241,880	38%	11,903,821	6,290,613	951,267	
GENERAL (LESS DONATIONS)	1,389,181	122,880	9%	1,266,301	116,119	6,762	
DONATIONS	100,000	3,068	3%	96,932	10,678	(7,610)	
LEGAL	71,963	32,704	45%	39,259	37,430	(4,726)	
POLICE	1,543,421	697,182	45%	846,239	645,848	51,335	
E911	191,391	95,696	50%	95,696	115,303	(19,607)	
POLICE EQUITABLE SHARING	100,000	242	0%	99,758	1,480	(1,239)	
STREET	3,710,579	1,443,609	39%	2,266,970	1,044,392	399,217	
STP FUNDS	149,944	154,462	103%	(4,518)	145,318	9,145	
DEBT SERVICE	1,073,948	481,956	45%	591,992	456,282	25,674	
RAIL CAMPUS	15,500	325	2%	15,175	501,505	(501,180)	
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG AFFORD HOUSING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG RURAL ENTERPRISE ASST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG RAIL SITE	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG-DOWNTOWN REVITAL GRANT	300,000	17,110	6%	282,890	90,293	(73,183)	
BLDGS & GRDS (CITY HALL)	36,759	21,025	57%	15,734	16,573	4,453	
CIVIC CENTER	266,671	69,212	26%	197,459	99,545	(30,333)	
LIBRARY	614,985	260,437	42%	354,548	283,946	(23,509)	
LIBRARY MAINTENANCE FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PUBLIC PROPERTIES	493,036	223,330	45%	269,706	209,529	13,800	
CEMETERY	208,460	102,414	49%	106,046	85,589	16,825	
GOLF COURSE	547,909	213,279	39%	334,630	175,925	37,354	
NEW PARK DEVELOPMENT	100	58	0%	42	50	8	
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	1,410	13%	9,640	1,631	(221)	
BUILDING INSPECTION	109,853	49,600	45%	60,253	38,548	11,052	
FIRE (LESS DONATIONS)	334,890	61,236	18%	273,654	66,259	(5,024)	
FIRE DONATIONS	100,000	- 0 -	0%	100,000	- 0 -	- 0 -	
FIRE EQUIPMENT SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
TREE BOARD	12,550	450	4%	12,100	1	449	
PLANNING COMMISSION	27,666	13,333	48%	14,333	7,629	5,705	
ENGINEER	153,887	71,236	46%	- 0 -	67,041	4,195	
DOWDING POOL (LESS DONATIONS)	257,488	40,827	16%	216,661	56,488	(15,661)	
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	146,948	46%	173,373	118,261	28,687	
SPORTS COMPLEX LIGHTS	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SENIOR CENTER	177,650	82,705	47%	94,945	59,562	23,143	
SENIOR SHUTTLE	3,239	2,160	67%	1,079	2,025	135	
RECYCLING	113,141	15,776	14%	97,365	21,772	(5,996)	
ECONOMIC DEVELOPMENT	278,595	50,012	18%	228,583	45,007	5,005	
TAX INCREMENT FINANCING	415,999	134,155	32%	281,844	86,942	47,213	
TOTAL GOVERNMENTAL FUNDS	13,145,179	4,608,839	35%	8,453,689	4,606,972	1,867	
(UNAUDITED)							

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 3/31/2022

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
								Original Face	Par	Book Value	Market Value
803770SC1 COMM: COMMERCE BANK	AFS		SARPY CO SD #37-B-REF NE 31 06/15/31 06/15/22 @ 100.00		3.00	AA-	250,000.00 100.00%	250,000.00	250,000.00	250,000.00	251,262.50
810183AZ6 COMM: COMMERCE BANK	AFS		SCOTTS BLUFF SD #32 NE 24 06/15/24		2.50		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	250,367.50
164543BF6 COMM: COMMERCE BANK	AFS		CHERRY CO NE 40 12/15/40		3.00	Aa3	200,000.00 100.00%	200,000.00	200,000.00	204,640.15	206,906.00
256449BC2 COMM: COMMERCE BANK	AFS		DODGE SD #595-QSCB NE 25 12/15/25		6.00		300,000.00 100.00%	300,000.00	300,000.00	300,000.00	300,636.00
148006EZ8 COMM: COMMERCE BANK	AFS		CASS CO SD #1 NE 26 12/15/26		2.35		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	200,144.00
25933AFG6 COMM: COMMERCE BANK	AFS		DOUGLAS SID #492-REF NE 28 08/15/28		3.20		175,000.00 100.00%	175,000.00	175,000.00	175,000.00	175,661.50
80373YCT1 COMM: COMMERCE BANK	AFS		SARPY CO SID #158-REF NE 29 11/15/29		3.10		155,000.00 100.00%	155,000.00	155,000.00	155,000.00	155,558.00
486890X92 COMM: COMMERCE BANK	AFS		KEARNEY NE 30 10/15/30		2.60	A+	150,000.00 100.00%	150,000.00	150,000.00	150,000.00	150,174.00
0792124W3 COMM: COMMERCE BANK	AFS		BELLEVUE-REF NE 30 12/15/30		3.10		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	251,775.00
751265RA9 COMM: COMMERCE BANK	AFS		RALSTON-VEHICLE NE 32 06/01/32		3.70		300,000.00 100.00%	300,000.00	300,000.00	300,000.00	300,339.00
661615UB8 COMM: COMMERCE BANK	AFS		N PLATTE-REF NE 32 12/15/32		3.00	A	200,000.00 100.00%	200,000.00	200,000.00	200,686.15	202,770.00
698864HR9 COMM: COMMERCE BANK	AFS		PAPILLION MUNI/ FACS NE 33 12/15/33		3.00	Aa1	175,000.00 100.00%	175,000.00	175,000.00	176,964.96	180,148.50
818468EN9 COMM: COMMERCE BANK	AFS		SEWARD-REF NE 33 12/15/33		2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	400,000.00	382,464.00

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

Pledges By Pledgee And Maturity

BBA

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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As Of 3/31/2022

Receipt# Safekeeping Location	CUSIP Location	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		
							Original Face	Par	Book Value
COMM: COMMERCE BANK	943776KA1	AFS WAVERLY NE 34 06/01/34		2.95		335,000.00 100.00%	335,000.00	335,000.00	335,298.15
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	173,640.00
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	262,288.00
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	168,294.00
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	202,821.41	183,122.00
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	208,884.75
COMM: COMMERCE BANK	25933EDH8	AFS DOUGLAS CO SID #473 NE 37 11/15/37		4.40		250,000.00 100.00%	250,000.00	250,000.00	250,812.50
COMM: COMMERCE BANK	25929RCY9	AFS DOUGLAS CO SID #485 NE 38 05/15/38		2.65		200,000.00 100.00%	200,000.00	200,000.00	175,436.00
COMM: COMMERCE BANK	25932EDK2	AFS DOUGLAS CO SID #438 NE 38 08/15/38		4.20		250,000.00 100.00%	250,000.00	250,000.00	254,210.00
COMM: COMMERCE BANK	80387LAP3	AFS SARPY CO SAN & IMP DT NE 38 08/15/38		2.75		290,000.00 100.00%	290,000.00	290,000.00	250,452.70
COMM: COMMERCE BANK	25936FBM3	AFS DOUGLAS CO IMP DT#513 NE 3E 10/15/38		2.70		100,000.00 100.00%	100,000.00	100,000.00	89,902.00
COMM: COMMERCE BANK	25939HBX2	AFS DOUGLAS CO SAN&IMP DT NE 3 11/15/38		2.90		150,000.00 100.00%	150,000.00	150,000.00	131,971.50
COMM: COMMERCE BANK	72778PCU5	AFS PLATTE CO SD #5 NE 38 12/15/38		2.00	AA-	200,000.00 100.00%	200,000.00	200,623.87	178,506.00

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 3/31/2022

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	
25934MCK3 COMM: COMMERCE BANK	AFS		DOUGLAS SID #531-REF NE 39 01/15/39		4.35		200,000.00 100.00%	200,000.00	200,000.00	203,422.00
25936ECH6 COMM: COMMERCE BANK	AFS		DOUGLAS CO SID #561 NE 39 01/15/39		4.35		180,000.00 100.00%	180,000.00	180,000.00	182,921.40
25930BEE3 COMM: COMMERCE BANK	AFS		DOUGLAS CO SID #504 NE 39 08/15/39		3.40		215,000.00 100.00%	215,000.00	215,000.00	216,010.50
25931EGP9 COMM: COMMERCE BANK	AFS		DOUGLAS CO SAN #503 NE 39 08/15/39		2.65		225,000.00 100.00%	225,000.00	225,000.00	192,636.00
80373XBC1 COMM: COMMERCE BANK	AFS		SARPY CO SAN & IMPT NE 39 08/15/39		2.60		200,000.00 100.00%	200,000.00	200,000.00	170,776.00
80373YDV5 COMM: COMMERCE BANK	AFS		SARPY CO SID#158-REF NE 39 08/15/39		2.95		190,000.00 100.00%	190,000.00	190,000.00	167,874.50
80377BKB7 COMM: COMMERCE BANK	AFS		SARPY CO SID #264-REF NE 39 10/15/39		2.55		150,000.00 100.00%	150,000.00	150,000.00	126,330.00
25931BEJ1 COMM: COMMERCE BANK	AFS		DOUGLAS SID #507-REF NE 40 05/01/40		3.15		185,000.00 100.00%	185,000.00	185,000.00	165,473.25
25933VDM9 COMM: COMMERCE BANK	AFS		DOUGLAS CO SD #559 NE 40 05/15/40		3.40		175,000.00 100.00%	175,000.00	175,000.00	176,708.00
25938TBK5 COMM: COMMERCE BANK	AFS		DOUGLAS CO SAN & IMPT NE 4C 06/01/40		2.85		130,000.00 100.00%	130,000.00	130,000.00	112,665.80
25930LDG7 COMM: COMMERCE BANK	AFS		DOUGLAS CO NE SID#530 NE 40 09/15/40		3.00		150,000.00 100.00%	150,000.00	150,000.00	143,788.50
25933EEG9 COMM: COMMERCE BANK	AFS		DOUGLAS CO SAN & IMPT NE 4C 11/15/40		3.15		190,000.00 100.00%	190,000.00	190,000.00	178,630.40
617775EV9 COMM: COMMERCE BANK	AFS		MORRILL CO NE 41 06/15/41		2.25		240,000.00 100.00%	240,000.00	240,000.00	203,107.20

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3/31/2022 10:09 AM - BLA / JNBT

Pledges By Pledgee And Maturity

BBA

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 3/31/2022

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Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
							Original Face	Par	Market Value	
COMM: COMMERCE BANK	25939LDA1	AFS	DOUGLAS CO SID #567 NE 41 07/15/41	2.75		200,000.00 100.00%	200,000.00	200,000.00	168,162.00	
COMM: COMMERCE BANK	25930LDN2	AFS	DOUGLAS CO SAN #530 NE 41 08/15/41	2.85		200,000.00 100.00%	200,000.00	200,000.00	168,198.00	
COMM: COMMERCE BANK	80379QBT3	AFS	SARPY CO NE SAN-REF NE 41 08/15/41	2.75		255,000.00 100.00%	255,000.00	255,000.00	218,081.10	
COMM: COMMERCE BANK	80387LAS7	AFS	SARPY CO SAN & IMP DT NE 41 08/15/41	2.90		200,000.00 100.00%	200,000.00	200,000.00	170,706.00	
COMM: COMMERCE BANK	25938MDE2	AFS	DOUGLAS CO SAN & IMPT NE 41 09/01/41	2.80		200,000.00 100.00%	200,000.00	200,000.00	165,954.00	
COMM: COMMERCE BANK	25933EFW3	AFS	DOUGLAS CO NE SAN+B NE 41 09/15/41	2.85		235,000.00 100.00%	235,000.00	235,000.00	196,203.85	
COMM: COMMERCE BANK	25931XDM7	AFS	DOUGLAS CO SID #557 NE 41 11/15/41	2.80		165,000.00 100.00%	165,000.00	165,000.00	141,591.45	
COMM: COMMERCE BANK	25940MAR2	AFS	DOUGLAS CNTY NE SAN & NE 4 11/15/41	2.75		125,000.00 100.00%	125,000.00	125,000.00	110,045.00	
COMM: COMMERCE BANK	119483EL5	AFS	BUFFALO CO SD #0009 NE 41 12/15/41	2.00	A1	200,000.00 100.00%	200,000.00	193,638.27	162,804.00	
COMM: COMMERCE BANK	25932XDN4	AFS	DOUGLAS CO NE SID-REF NE 41 12/15/41	2.75		250,000.00 100.00%	250,000.00	250,000.00	216,127.50	
COMM: COMMERCE BANK	25940KAS4	AFS	SID DOUGLAS #596-REF NE 41 12/15/41	2.75		275,000.00 100.00%	275,000.00	275,000.00	236,898.75	
COMM: COMMERCE BANK	3136AJUZ1	AFS	FNR 2015-92 PA 12/25/41	2.50		1,590,000.00 100.00%	1,590,000.00	507,684.93	494,094.08	
51 Securities Pledged To: 1010 - CITY TREASURER							12,170,000.00	11,086,826.68	11,092,059.74	10,360,232.88

CASH IN BANK \$9,799,682.62

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

3/31/2022 10:09 AM - BLA / JNBT

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The Baker Group Software Solutions, Inc.

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

**Pledged Securities Detail
March 31, 2022**

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/Pl	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value	Book Value		
PLEDGEE: CITY OF SEWARD (02)													
CMO	3137AWU78		1.250		185157011-1		12/15/2027	1,500,000.00	1,500,000.00	92,463.44	92,463.44	89,386.84	89,386.84
FHR	FHR 4145 AC						12/1/2012	92,463.44	100.00%	91,982.82	91,982.82	96.32	89,483.16
D02/02							AFS						
CMO	3137B0NV2		1.500		185157163-1		9/15/2025	2,000,000.00	2,000,000.00	100,121.04	100,121.04	99,019.10	99,019.10
FHR	FHR 4176 EC						3/1/2013	100,121.04	100.00%	99,794.48	99,794.48	125.15	99,144.25
D02/02							AFS						
GNMA	36176W2B6		4.000		185168920-1		12/15/2026	560,000.00	560,000.00	41,201.46	41,201.46	42,735.02	42,735.02
GNMA	GNMA POOL 778670						12/1/2011	41,201.46	100.00%	42,388.16	42,388.16	137.34	42,872.36
D02/02							AFS						
GNMA	36202ERL5		5.000		185171012-1		3/20/2023	500,000.00	500,000.00	4,500.31	4,500.31	4,558.13	4,558.13
GNM2	GNM2 POOL 4091						3/1/2008	4,500.31	100.00%	4,533.54	4,533.54	18.75	4,576.88
D02/02							AFS						
GNMA	3620A9QG9		3.500		185171527-1		9/15/2024	750,000.00	750,000.00	24,016.67	24,016.67	24,220.93	24,220.93
GNMA	GNMA POOL 723255						9/1/2009	24,016.67	100.00%	24,445.73	24,445.73	70.05	24,290.98
D02/02							AFS						
GNMA	3620ARB59		3.500		185171588-1		5/15/2025	1,000,000.00	1,000,000.00	45,504.22	45,504.22	46,388.72	46,388.72
GNMA	GNMA POOL 737260						5/1/2010	45,504.22	100.00%	46,119.43	46,119.43	132.72	46,521.44
D02/02							AFS						
MBS	3128MDW74		3.500		177039340-1		12/1/2028	1,450,000.00	1,450,000.00	263,892.66	263,892.66	269,329.60	269,329.60
FGLM	FHLMC POOL G14970						12/1/2013	263,892.66	100.00%	277,738.22	277,738.22	769.69	270,099.29
D02/02							AFS						
MBS	3128MEHL8		5.000		185145155-1		11/1/2024	557,000.00	557,000.00	147.76	147.76	149.54	149.54
FGLM	FHLMC POOL G15435						5/1/2015	147.76	100.00%	150.20	150.20	0.62	150.16
D02/02							AFS						
MBS	3128MMLQ4		4.500		185145399-1		12/1/2024	1,015,000.00	1,015,000.00	15,113.27	15,113.27	15,501.96	15,501.96
FGLM	FHLMC POOL G18334						12/1/2009	15,113.27	100.00%	15,324.95	15,324.95	56.67	15,558.63
D02/02							AFS						
MBS	3128PNBR8		4.000		185147186-1		7/1/2024	1,300,000.00	1,300,000.00	17,013.84	17,013.84	17,642.31	17,642.31
FGLM	FHLMC POOL J09948						6/1/2009	17,013.84	100.00%	17,313.31	17,313.31	56.71	17,699.02
D02/02							AFS						

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

Pledged Securities Detail
March 31, 2022

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Report Sequence: sgrp, CUSIP, Ticket

SGrp	CUSIP	Description	Moody	Rate	Ticket-P#	Call Type	Maturity Dt	Total Face	Pledged Face	Pledge Values		Carrying Value	Market Value
										State	Next Call Dt		
MBS	3128PQ4E8			4.500	185147195-1		2/1/2025						
FGLM	FHLMC POOL J11721						2/1/2010	1,200,000.00	1,200,000.00	20,859.01	20,859.01	21,360.80	21,360.80
D02/02							AFS	20,859.01	100.00%	21,365.33	78.22	21,439.02	21,439.02
MBS	3128Q0GL5			4.000	185147609-1		5/1/2027						
FGLM	FHLMC POOL J19203						5/1/2012	425,000.00	425,000.00	31,780.65	31,780.65	33,070.57	33,070.57
D02/02							AFS	31,780.65	100.00%	32,926.65	105.94	33,176.51	33,176.51
MBS	31335HUG6			6.000	185150272-1		10/1/2022						
FGLM	FHLMC POOL C90583						10/1/2002	700,000.00	700,000.00	230.59	230.59	228.56	228.56
D02/02							AFS	230.59	100.00%	230.72	1.15	229.71	229.71
MBS	31335HYR8			5.500	185150298-1		10/1/2023						
FGLM	FHLMC POOL C90720						10/1/2003	3,250,000.00	3,250,000.00	12,968.38	12,968.38	13,084.23	13,084.23
D02/02							AFS	12,968.38	100.00%	13,173.59	59.44	13,143.67	13,143.67
MBS	31371LQY8			5.000	185155978-1		6/1/2024						
FNMA	FNMA POOL 255271						5/1/2004	500,000.00	500,000.00	3,211.31	3,211.31	3,407.19	3,407.19
D02/02							AFS	3,211.31	100.00%	3,203.48	13.38	3,420.57	3,420.57
MBS	31371NUJ9			6.500	185156082-1		8/1/2022						
FNMA	FNMA POOL 256871						7/1/2007	1,100,000.00	1,100,000.00	677.26	677.26	671.72	671.72
D02/02							AFS	677.26	100.00%	680.22	3.67	675.39	675.39
MBS	31375HAP9			2.295	185156211-1		2/1/2026						
FNMV	FNMA ARM POOL 334914						1/1/1996	1,000,000.00	1,000,000.00	636.39	636.39	632.95	632.95
D02/02							AFS	636.39	100.00%	638.04	1.22	634.17	634.17
MBS	3138AMK38			4.500	185159473-1		7/1/2026						
FNMA	FNMA POOL A17513						7/1/2011	500,000.00	500,000.00	39,929.95	39,929.95	40,680.08	40,680.08
D02/02							AFS	39,929.95	100.00%	41,041.91	149.74	40,829.82	40,829.82
MBS	3138EJLQ9			4.000	185159924-1		7/1/2027						
FNMA	FNMA POOL AL2134						7/1/2012	443,000.00	443,000.00	40,111.25	40,111.25	41,644.38	41,644.38
D02/02							AFS	40,111.25	100.00%	41,386.30	133.70	41,778.08	41,778.08
MBS	3138EKRM9			3.500	185160071-1		2/1/2028						
FNMA	FNMA POOL AL3191						2/1/2013	500,000.00	500,000.00	50,613.90	50,613.90	51,678.72	51,678.72
D02/02							AFS	50,613.90	100.00%	52,188.63	147.62	51,826.34	51,826.34
MBS	3138EKVV4			2.500	185160087-1		4/1/2023						
FNMA	FNMA POOL AL3327						3/1/2013	525,000.00	525,000.00	8,539.07	8,539.07	8,456.71	8,456.71
D02/02							AFS	8,539.07	100.00%	8,558.23	17.79	8,474.50	8,474.50

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

Pledged Securities Detail
March 31, 2022

Report Sequence: sgrp, CUSIP, Ticket

SGrp	CUSIP	Description	Moody	Rate	State	Ticket-P#	Call Type	Maturity Dt	Total Face	Pledged Face	Pledge Values		Market Value
											Next Call Dt	Issue Dt	
STyp	Loc/PI	S&P					Call Price	Intent	Total Par	% of Total	Carrying Value	Collateral Value	
MBS	3138EKK75			5.500		177039339-1		2/1/2034	2,000,000.00	2,000,000.00	345,644.52	381,312.75	381,312.75
FNMA	FNMA POOL AL3401							3/1/2013	2,000,000.00	100.00%	388,181.08	1,584.20	382,896.95
D02/02								AFS					
MBS	3138EKKJ9			5.500		177039338-1		1/1/2034	2,000,000.00	2,000,000.00	291,043.96	320,997.11	320,997.11
FNMA	FNMA POOL AL3380							3/1/2013	2,000,000.00	100.00%	325,245.61	1,333.95	322,331.06
D02/02								AFS					
MBS	3138ELYF4			4.000		185160221-1		10/1/2028	1,000,000.00	1,000,000.00	96,920.51	100,049.48	100,049.48
FNMA	FNMA POOL AL4309							10/1/2013	1,000,000.00	100.00%	100,290.58	323.07	100,372.55
D02/02								AFS					
MBS	3138EMCY5			4.000		185160242-1		2/1/2027	575,000.00	575,000.00	43,203.84	44,345.59	44,345.59
FNMA	FNMA POOL AL4586							12/1/2013	575,000.00	100.00%	44,639.04	144.01	44,489.60
D02/02								AFS					
MBS	3138EMPD7			3.500		184006560-1		3/1/2029	2,000,000.00	631,641.94	118,484.58	120,818.96	120,818.96
FNMA	FNMA POOL AL4919							2/1/2014	2,000,000.00	31.58%	124,663.92	345.58	121,164.54
D02/02								AFS					
MBS	3138EQ5H1			3.500		176002956-1		11/1/2030	1,050,000.00	1,050,000.00	324,608.11	332,299.87	332,299.87
FNMA	FNMA POOL AL8047							1/1/2016	1,050,000.00	100.00%	345,213.18	946.77	333,246.64
D02/02								AFS					
MBS	3138WDU82			3.000		178000698-1		1/1/2030	1,160,000.00	1,160,000.00	197,858.82	200,514.92	200,514.92
FNMA	FNMA POOL AS4206							12/1/2014	1,160,000.00	100.00%	207,101.23	494.65	201,009.57
D02/02								AFS					
MBS	3140J5EA3			2.500		177039342-1		12/1/2029	1,750,000.00	1,750,000.00	403,917.29	401,687.41	401,687.41
FNMA	FNMA POOL BM1028							3/1/2017	1,750,000.00	100.00%	414,615.82	841.49	402,528.90
D02/02								AFS					
MBS	3140J5EA3			2.500		185164038-1		12/1/2029	300,000.00	300,000.00	69,242.96	68,860.69	68,860.69
FNMA	FNMA POOL BM1028							3/1/2017	300,000.00	100.00%	69,491.36	144.26	69,004.95
D02/02								AFS					
MBS	3140CQJ99			2.500		177034617-1		12/1/2035	500,000.00	500,000.00	420,253.78	417,262.72	417,262.72
FNMA	FNMA POOL CA8387							12/1/2020	500,000.00	100.00%	442,758.08	875.53	418,138.25
D02/02								AFS					
MBS	3140X9CH6			2.500		199000173-1		12/1/2035	465,000.00	465,000.00	385,170.13	382,430.75	382,430.75
FNMA	FNMA POOL FM5471							12/1/2020	465,000.00	100.00%	405,036.04	802.44	383,233.19
D02/02								AFS					

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

**Pledged Securities Detail
March 31, 2022**

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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		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value Book Value	Book Value		
MBS FNMA D02/02	3140X9LK9 FNMA POOL FM5729		3.000		177020855-1		1/1/2041 1/1/2021 AFS	500,000.00 324,549.57	500,000.00 100.00%	324,549.57 344,724.13	321,557.94 811.37	321,557.94 322,369.31	
MBS FNMA D02/02	31412P2K6 FNMA POOL 931478		4.500		185164602-1		7/1/2024 6/1/2009 AFS	2,900,000.00 33,364.30	2,900,000.00 100.00%	33,364.30 33,978.50	34,234.73 125.12	34,234.73 34,359.85	
MBS FNMA D02/02	31417SAL4 FNMA POOL AC5410		4.500		185165282-1		10/1/2024 10/1/2009 AFS	2,040,000.00 43,140.49	2,040,000.00 100.00%	43,140.49 44,057.57	44,247.73 161.78	44,247.73 44,409.51	
MBS FNMA D02/02	31418AAC2 FNMA POOL MA0902		3.000		185165786-1		11/1/2026 10/1/2011 AFS	1,000,000.00 42,087.48	1,000,000.00 100.00%	42,087.48 42,500.71	42,091.26 105.22	42,091.26 42,196.48	
MBS FNMA D02/02	31418AKN7 FNMA POOL MA1200		3.000		177011537-1		10/1/2032 9/1/2012 AFS	800,000.00 145,233.01	800,000.00 100.00%	145,233.01 153,111.61	144,589.61 363.08	144,589.61 144,952.69	
MBS FNMA D02/02	31418AQY7 FNMA POOL MA1370		2.500		185166318-1		3/1/2023 2/1/2013 AFS	500,000.00 8,650.27	500,000.00 100.00%	8,650.27 8,670.96	8,566.87 18.02	8,566.87 8,584.89	
MBS FNMA D02/02	31418AVK1 FNMA POOL MA1517		3.000		177039341-1		7/1/2028 6/1/2013 AFS	1,000,000.00 179,926.51	1,000,000.00 100.00%	179,926.51 185,045.76	181,617.31 449.82	181,617.31 182,067.13	
MBS FNMA D02/02	31418AYS1 FNMA POOL MA1620		2.500		185166625-1		10/1/2023 9/1/2013 AFS	587,000.00 21,009.60	587,000.00 100.00%	21,009.60 21,087.26	20,806.67 43.77	20,806.67 20,850.44	
MBS FNMA D02/02	31418B5R3 FNMA POOL MA2655		4.000		177020853-1		6/1/2036 5/1/2016 AFS	410,000.00 110,600.20	410,000.00 100.00%	110,600.20 118,725.84	114,108.75 368.67	114,108.75 114,477.42	
MBS FNMA D02/02	31418DT77 FNMA POOL MA4173		2.000		177023307-1		11/1/2030 10/1/2020 AFS	771,122.00 524,619.71	771,122.00 100.00%	524,619.71 542,674.84	516,007.94 874.37	516,007.94 516,882.31	
MBS FNMA D02/02	31418DZ96 FNMA POOL MA4367		1.500		184010674-1		6/1/2031 5/1/2021 AFS	500,000.00 433,203.23	500,000.00 100.00%	433,203.23 442,105.90	415,526.93 541.50	415,526.93 416,068.43	

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

**Pledged Securities Detail
March 31, 2022**

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Report Sequence: sgrp, CUSIP, Ticket

SGrp S/Typ Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values		
									Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec
MUNI	25887CAZ1	2.250	NE	177039343-1	Cont	11/1/2034	120,000.00	120,000.00	107,005.20		
GO	DOUGLAS CNTY NEB S&I #540				1/1/2027	1/5/2022	120,000.00	120,000.00	107,005.20		
D02/02					100.000	AFS	100.00%		645.00		
MUNI	259290EB6	3.100	NE	185142828-1	Contin	8/15/2030	150,000.00	150,000.00	148,108.50		
GO	DOUGLAS CNTY NE SAN & IMPT DIS				4/1/2022	6/15/2016	150,000.00	150,000.00	148,108.50		
D02/02					100.000	AFS	100.00%		594.17		
MUNI	259292CS7	2.700	NE	185142831-1	Contin	11/15/2026	280,000.00	280,000.00	276,662.40		
GO	DOUGLAS CNTY SAN IMPT DIST 427				11/15/2022	11/15/2017	280,000.00	280,000.00	276,662.40		
D02/02					100.000	AFS	100.00%		2,856.00		
MUNI	25930TBJ6	2.900	NE	184003054-1	Cont	11/15/2036	50,000.00	50,000.00	51,113.50		
GO	DOUGLAS CNTY NEB SANI & #421				5/15/2025	5/19/2020	50,000.00	50,000.00	51,113.50		
D02/02					100.000	AFS	100.00%		547.78		
MUNI	25931BEG7	2.750	NE	184010678-1	Cont	5/1/2035	175,000.00	175,000.00	153,683.25		
GO	DOUGLAS CNTY NEB SAN & IMPT DI				5/1/2026	5/3/2021	175,000.00	175,000.00	153,683.25		
D02/02					100.000	AFS	100.00%		2,005.21		
MUNI	25931LCN2	2.700	NE	185142862-1	Contin	11/15/2028	170,000.00	170,000.00	166,780.20		
GO	DOUGLAS CNTY NE SAN & IMPT				4/1/2022	11/15/2016	170,000.00	170,000.00	166,780.20		
D02/02					100.000	AFS	100.00%		1,734.00		
MUNI	25931VBN1	3.500	NE	185142866-1	Contin	8/15/2032	50,000.00	50,000.00	49,586.00		
GO	DOUGLAS CNTY NE SAN & IMPT				7/15/2022	7/27/2017	50,000.00	50,000.00	49,586.00		
D02/02					100.000	AFS	100.00%		223.61		
MUNI	25931VCF7	2.350	NE	177020849-1	Cont	8/15/2035	100,000.00	100,000.00	92,042.00		
GO	DOUGLAS CNTY NEB SAN #471				2/15/2026	2/19/2021	100,000.00	100,000.00	92,042.00		
D02/02					100.000	AFS	100.00%		300.28		
MUNI	25933BEB6	3.000	NE	184003099-1	Cont	11/15/2035	150,000.00	150,000.00	151,699.50		
GO	DOUGLAS CNTY NEB SAN & IMPT DI				5/15/2025	5/19/2020	150,000.00	150,000.00	151,699.50		
D02/02					100.000	AFS	100.00%		1,700.00		
MUNI	25936RBY1	2.400	NE	177039345-1	Cont	1/15/2039	150,000.00	150,000.00	124,561.50		
GO	DOUGLAS CNTY NEB S&I #537				1/15/2027	1/21/2022	150,000.00	150,000.00	124,561.50		
D02/02					100.000	AFS	100.00%		700.00		
MUNI	373807CE4	1.850	NE	184010461-1	Cont	12/15/2035	100,000.00	100,000.00	89,507.00		
REV	GERING NEB COMBINED UTILS REV				4/29/2026	4/29/2021	100,000.00	100,000.00	89,507.00		
D02/02					100.000	AFS	100.00%		544.72		

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

Pledged Securities Detail
March 31, 2022

H231
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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
								Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MUNI	406036HNG	2.400	NE 185176896-1	Contn	12/15/2024	100,000.00	100,000.00	100,000.00	100,036.00	100,036.00
GO	HALL CNTY NE SCD #2 GRAND IS			4/1/2022	2/9/2015	100,000.00	100.00%	100,000.00	706.67	100,742.67
D02/02				100.000	AFS					
MUNI	497593DJ9	4.000	IA 177032959-1	Cont	6/1/2034	365,000.00	365,000.00	365,000.00	399,240.65	399,240.65
GMCP	KIRKWOOD CMNTY COLLEGE IOWA CT			6/1/2029	3/23/2020	365,000.00	100.00%	432,223.19	4,866.67	404,107.32
D02/02	AA			100.000	AFS					
MUNI	505318QS7	2.650	NE 185179244-1	Contn	11/15/2024	115,000.00	115,000.00	115,000.00	115,051.75	115,051.75
GO	LA VISTA NE			4/1/2022	12/31/2014	115,000.00	100.00%	115,000.00	1,151.28	116,203.03
D02/02				100.000	AFS					
MUNI	57973FDD8	3.150	NE 185181069-1	Contn	12/15/2030	100,000.00	100,000.00	100,000.00	100,111.00	100,111.00
REV	MCCOOK NE PUBLIC PWR DIST			8/9/2022	8/9/2017	100,000.00	100.00%	100,000.00	927.50	101,038.50
D02/02				100.000	AFS					
MUNI	71366VKE9	1.800	NE 177020856-1	Cont	12/15/2036	210,000.00	210,000.00	210,000.00	190,289.40	190,289.40
REV	PERENNIAL PUB PWR DIST NEB ELE			2/17/2026	2/17/2021	210,000.00	100.00%	210,000.00	1,113.00	191,402.40
D02/02				100.000	AFS					
MUNI	803766BG8	2.850	NE 185187208-1	Contn	5/15/2022	90,000.00	90,000.00	90,000.00	90,110.70	90,110.70
GO	SARPY CNTY NE SAN & IMPT			4/1/2022	7/1/2015	90,000.00	100.00%	90,000.00	969.00	91,079.70
D02/02				100.000	AFS					
MUNI	80376DCN7	3.250	NE 185187210-1	Contn	10/15/2023	200,000.00	200,000.00	200,000.00	200,224.00	200,224.00
GO	SARPY CNTY NE SAN & IMPT DIST			4/1/2022	10/15/2012	200,000.00	100.00%	200,000.00	2,997.22	203,221.22
D02/02				100.000	AFS					
MUNI	80376UBK6	2.700	NE 185187214-1	Prerfnd	8/15/2026	50,000.00	50,000.00	50,000.00	50,271.50	50,271.50
GO	SARPY CNTY NE SAN & IMPT DIST			7/15/2022	7/15/2017	50,000.00	100.00%	50,000.00	172.50	50,444.00
D02/02				100.000	AFS					
MUNI	80377BKT8	2.350	NE 184010680-1	Cont	8/15/2034	180,000.00	180,000.00	180,000.00	162,509.40	162,509.40
GO	SARPY CNTY NEB S&I DIST #254			5/3/2026	5/3/2021	180,000.00	100.00%	180,000.00	540.50	163,049.90
D02/02				100.000	AFS					
MUNI	80377TBE2	2.800	NE 185187220-1	Contn	11/15/2028	85,000.00	85,000.00	85,000.00	83,882.25	83,882.25
GO	SARPY CNTY NE SAN & IMPT DIST			4/1/2022	11/15/2016	85,000.00	100.00%	85,000.00	899.11	84,781.36
D02/02				100.000	AFS					
MUNI	80377TBF9	2.900	NE 185187221-1	Contn	11/15/2029	85,000.00	85,000.00	85,000.00	84,738.20	84,738.20
GO	SARPY CNTY NE SAN & IMPT DIST			4/1/2022	11/15/2016	85,000.00	100.00%	85,000.00	931.22	85,669.42
D02/02				100.000	AFS					

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

**Pledged Securities Detail
March 31, 2022**

**H231
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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	Pledge Values			Market Value
								Total Face Total Par	Pledged Face % of Total	Par Value Book Value	
MUNI	80378TEW8		3.850	NE	185187230-1	Contin	10/15/2033	85,000.00	85,000.00	85,174.25	85,174.25
GO	SARPY CNTY NE SAN & IMPT DIST					4/15/2023	4/15/2018	85,000.00	85,000.00	1,508.99	86,683.24
D02/02						100.000	AFS				
MUNI	80379AEF5		2.700	NE	177011631-1	Cont	8/15/2038	290,000.00	290,000.00	251,841.80	251,841.80
GO	SARPY CNTY NEB SAN & IMPT #243					8/15/2025	8/19/2020	290,000.00	290,000.00	1,000.50	252,842.30
D02/02						100.000	AFS				
MUNI	80379KEN6		2.300	NE	177018881-1	Cont	12/15/2034	50,000.00	50,000.00	43,550.00	43,550.00
GO	SARPY CNTY NEB SAN & IMPT #272					12/15/2025	1/1/2021	50,000.00	50,000.00	338.61	43,888.61
D02/02						100.000	AFS				
MUNI	818473FD7		3.000	NE	185187536-1	Prerefd	12/15/2031	250,000.00	250,000.00	251,750.00	251,750.00
GO	SEWARD CNTY NE CENTENNIAL PUB					7/27/2022	7/27/2017	250,000.00	250,000.00	2,208.33	253,958.33
D02/02	A+					100.000	AFS				
MUNI	81847ELJ3		2.150	NE	185187544-1	Contin	12/15/2022	100,000.00	100,000.00	100,045.00	100,045.00
GO	SEWARD NE					4/1/2022	3/27/2012	100,000.00	100,000.00	633.06	100,679.06
D02/02						100.000	AFS				
MUNI	81847ELK0		2.350	NE	185187545-1	Contin	12/15/2023	95,000.00	95,000.00	95,028.50	95,028.50
GO	SEWARD NE					4/1/2022	5/18/2012	95,000.00	95,000.00	657.35	95,685.85
D02/02						100.000	AFS				
MUNI	818480BF1		3.550	NE	185187553-1	Contin	1/15/2024	70,000.00	70,000.00	70,101.50	70,101.50
REV	SEWARD NEB ARPT AUTH					4/1/2022	9/1/2011	70,000.00	70,000.00	524.61	70,626.11
D02/02						100.000	AFS				
MUNI	818483EQ8		2.350	NE	185187554-1	Contin	2/15/2023	110,000.00	110,000.00	110,048.40	110,048.40
REV	SEWARD NE ELEC REV					4/1/2022	3/27/2012	110,000.00	110,000.00	330.31	110,378.71
D02/02						100.000	AFS				
MUNI	818483FG9		2.450	NE	185187557-1	Contin	2/15/2028	150,000.00	150,000.00	148,600.50	148,600.50
REV	SEWARD NE ELEC REV					4/1/2022	6/15/2016	150,000.00	150,000.00	469.58	149,070.08
D02/02						100.000	AFS				
MUNI	866094CD1		2.500	NE	184003102-1	Cont	12/15/2035	200,000.00	200,000.00	181,178.00	181,178.00
GO	THURSTON CNTY NEB					5/28/2025	5/28/2020	200,000.00	200,000.00	1,472.22	182,650.22
D02/02						100.000	AFS				
TAX	61778RBT8		1.937	NE	177020846-1	Cont	12/1/2031	210,000.00	210,000.00	185,503.50	185,503.50
TAXGO	MORRILL CNTY NEB SCH DIST #63					12/1/2025	2/25/2021	210,000.00	210,000.00	1,355.90	186,859.40
D02/02	AA	A3				100.000	AFS				

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

**Pledged Securities Detail
March 31, 2022**

H231
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Report Sequence: sgrp, CUSIP, Ticket

SGrp	CUSIP	Rate	Ticket-P#	Call Type	Maturity Dt	Total Face	Pledged Face	Pledge Values	Carrying Value	Market Value
STyp	Description	Moody	State	Next Call Dt	Issue Dt	Total Par	% of Total	Par Value	Interest Rec	Collateral Value
Loc/PI	S&P			Call Price	Intent			Book Value		
TAX	68189TBA3	6.400	NE	185184294-1	2/1/2026					
TAXREV	OMAHA NEB SPL OBLIG				3/25/2008	45,000.00	35,000.00	35,000.00	37,238.25	37,238.25
D02/02	AA+	Aa3			AFS	45,000.00	77.78%	35,000.00	373.33	37,611.58
TRSY	91282DDQ1	1.250		177038199-1	12/31/2026					
NOTE	U.S. TREASURY NOTE				12/31/2021	250,000.00	250,000.00	250,000.00	237,109.38	237,109.38
D02/02	AA+	Aaa			AFS	250,000.00	100.00%	249,664.34	785.57	237,894.95
CITY OF SEWARD							48,184,763.94	10,346,265.30	10,222,168.03	10,222,168.03
								10,673,430.90	52,658.36	10,274,826.40

CASH IN BANK \$10,483,251.93

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3. Claims & Payables Report

CLAIMS LIST

4-19-22

COUNCIL MEETING

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

ADE	TO	131.72
AKRS Equipment Inc.	RE	34.75
Alex Kava Books & Gifts	SU	39.19
All Copy Products Inc	MA	26.44
Altec Industries Inc	RE	634.00
Amazon.Com Credit Service	SU	4,128.22
ARPS	CI	1,845.00
Autographix Inc	SE	618.00
AV Diesel Repair	RE	800.18
Badger Meter	SE	473.73
Baker & Taylor	SU	2,631.12
Baker Becky J	MI	29.84
Bishop Michael	OP	90.00
Bizco Technologies	IT	6,899.78
Black Diamond Auto Detail	SE	150.00
Black Hills Energy	UT	1,039.54
Blue Valley Public Safety	RE	1,240.50
Bode Adam	OP	90.00
Border States Industries	IV	1,556.35
Bounds Robert	MC	59.99
Boyll Travis	MC	60.00
Brandl John	OP	90.00
Bridgestone Golf	MH	281.25
Brunckhorst Kent	OP	90.00
Burlington Northern Santa	MC	626.60
Callaway Golf	MH	310.89
Capital Business-Cheyenne	MA	0.71
Center Point Large Print	SU	189.00
Chelewski Kent	OP	90.00
Cihal Alan F	OP	90.00
City Seward Library Petty	PO	291.79
City Seward Merchant Serv	SE	3,427.35
City Seward Payroll Accou	SA	159,796.13
City Seward Perpetual Fd	SL	900.00
City Seward Petty Cash Fu	SU	223.21
Core Robert	OP	90.00
Dlouhy Marty/Tracy	SE	30.00
Durre Plumbing	BU	2,408.69
Eakes Office Solutions	SU	191.96

Electronic Contracting Co	BU	260.00
Emergency Medical Product	SU	813.66
Exchange Bank	FA	3,300.00
Farmers Coop Seward	GS	5,379.19
Fast Mart	GS	165.64
Fastenal Company	SU	774.56
First Wireless Inc	SU	71.50
Fisher Zachary G	OP	90.00
Foreup Golf Software Inc	IT	455.00
G & P Development Landfil	GU	55.63
Gerhold Concrete Co Inc	GU	871.74
Gilmore & Bell Pc	SE	2,250.00
Gleason Logan	OP	90.00
Government Finance Corp	MS	170.00
H&S Plumb Heat & Air Inc	BU	227.66
Hans Jared	OP	90.00
Hauder Alex	OP	90.00
Hawkins Inc	SU	3,384.73
Hemphill Electric Llc	SU	14.00
Herald Cody	OP	90.00
Hochstein Jared	OP	90.00
Husker Electric Supply Co	SU	79.73
Hydraulic Equipment	RE	144.18
Jackson Services Inc	SU	81.64
Janicek Gary M	RI	76.70
JEO Consulting Group	SE	24,612.50
Jones Bank	FA	27,271.30
K & Z Distributing	SU	246.25
Kahler Daniel S	OP	90.00
Last Mile Network Consult	IT	90.00
Lee's Refrigeration	RE	195.77
Lincoln Journal-Star	PU	720.00
Lincoln Patio & Awning	GU	125.00
Lincoln Tree Service Inc	SE	18,025.00
Lincoln Winwater Works	IV	473.54
Matheson Tri-Gas Inc	OP	126.48
Mead Lumber & Rental-York	SU	427.97
Menards North	BU	691.75
Mid-American Benefits Inc	BE	832.52
Midwest Auto Parts	RE	1,674.26
Midwest Laboratories Inc	CI	4,238.69
Midwest Storage Solutions	SU	1,981.34
Midwest Turf Inc	RE	94.61
Municipal Supply Omaha	SU	1,151.07
Nebraska Equipment Inc	RE	112.04
Nebraska Fire Marshal	SE	72.00
Nebraska Golf Association	MS	46.00
Nebraska Rural Water Asso	TG	425.00
Nebraska Society Certifie	MS	155.00
Nebraska Treasurer	MC	12.20

Nifco Mechanical Systems	SE	200.00
Norris Public Power Distr	UT	936.00
Olsson	SE	8,022.28
One Call Concepts Inc	SE	102.04
One Source Background Che	SE	48.00
O'Reilly Automotive Inc	SU	69.65
Orscheln Farm & Home	SU	1,151.60
Pac 'N' Save Discount Foo	ML	2,486.76
Paper Tiger Shredding	SE	30.00
Pecka Brook	OP	90.00
Pedersen Brent	OP	90.00
Plunkett'S Pest Control	BU	61.99
Quality Brands Of Lincoln	SU	527.74
Quill Corp	SU	522.93
Reams Sprinkler Supply	SU	81.31
Riverside Portables Llc	SE	140.00
Rosenbauer Aerials Llc	RE	5,068.53
Ruether Larry L	OP	90.00
Sam'S Club (Lib-Rec-Pool)	SU	424.70
Sargent Drilling Inc	CI	31,667.00
Seward County Chamber & D	RI	153.03
Seward County Clerk/Reg D	PU	89.50
Seward County EMA	SU	9.00
Seward County Independent	PU	1,381.90
Seward County Treasurer	SE	15,949.25
Seward Lumber & Home Cent	SU	619.38
Seward Public Schools	MC	1,635.08
Seward Wind LLC	UT	50,750.04
Siebert Paul	SE	100.00
Siteone Landscape Supply	GU	1,988.95
Spark Joy Charlotte LLC	MC	83.35
Sports Express	SU	1,399.20
St Louis Michelle	OP	90.00
State Fire Marshal Traini	TG	100.00
Suhr & Lichty Insurance A	MS	16,320.00
Tifosi Optics Inc	MH	239.00
Todd Valley Farms Inc	GU	350.00
Total Fire & Security Inc	SE	245.00
UV Superstore Inc	EQ	6,273.39
Verizon Wireless	SE	258.20
Visa - Pinnacle Bank		2,359.58
Bluestem	SE	115.00
Bookpage	SU	390.00
DEMCO	SU	657.60
Ebay	SU	19.77
GoDaddy	MS	21.17
Harlequin	SU	28.89
Lucky Luke Books	SU	14.90
NLA	TG	35.00
NE State Fire Marshall	SE	120.00

Public Library Assoc	TG	330.00	
Sam's Club	SU	78.66	
Walmart	SU	532.56	
Zoom	SE	16.03	
Voehl Cindy	MI		12.29
Wesco Distribution Inc	IV		4,943.40
Windstream Nebraska Inc	SE		1,895.86
Wolf Nicholas	RI		100.00
Woods & Aitken Llp	SE		2,591.35
Zimco Supply Co	GU		2,380.00
	CLAIMS TOTAL		\$458,839.06

4. Police Department Report



City of Seward Police Department

Monthly Statistics March 2022

Service Calls	645
Accidents	9
Arrests	9
Citations	30
Warnings	73
Parking Tickets	47

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

5. Draft Minutes of April 5, 2022 Council Meeting - City Clerk Bargmann

April 5, 2022

The Seward City Council met at 7:00 p.m. on Tuesday, April 5, 2022 with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Ellen Beck, Alyssa Hendrix, Sid Kamprath, Jessica Kolterman, Karl Miller, John Singleton, Jonathon Wilken, Matt Stryson. Councilmembers Absent: None. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, Building/Zoning & Code Enforcement Director Tim Dworak, City Engineer Michael Oneby, Street Superintendent Bob Miers, and Police Sergeant Russ Frazey.

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

APPROVAL OF MINUTES OF MARCH 15, 2022 COUNCIL MEETING

Councilmember Singleton moved, seconded by Councilmember Kolterman, that the minutes of the March 15, 2022 City Council meeting be approved.

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

Nay: 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 Wilken:

1. Claims & Payables Reports (totaling \$353,881.51)

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

Nay: None.

Motion carried.

ADMINISTRATIVE ITEMS

1. PRESENTATION OF THE EAST SEWARD STREET CONCRETE PROJECT PLANS & SPECS (CITY LIMIT TO HWY 34)

City Engineer Oneby presented the project plans and specifications submitted by Jacob Vasa, Civil Engineer at Short Elliot Hendrickson, Inc. (SEH). The project bid date is listed as May 17th with an expected cost of \$1.92 million and 240 calendar project days. The City expects to execute an interlocal agreement with Seward County to fund a portion of this project.

Councilmember Kolterman moved, seconded by Councilmember Miller to approve the East Seward Street Concrete Project Plans and specifications as presented.

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

Nay: None.

Motion carried.

2. EAST SEWARD PLAN UPDATE

At the request of the City Council, City Administration has been assessing options, both short- and long-term, to relieve traffic concerns on East Seward Street. City Administrator Butcher outlined the outreach tasks undertaken to that end by City officials: distributed letters to 178 residents in the E Seward Street neighborhood and surrounding areas to solicit input of priorities; presented alternatives to 100+ concerned citizens at the Seward Civic Center; and met one-on-one with stakeholders. By the response due date, 69 respondents had rated their short- and long-term priorities to alleviate traffic concerns on E Seward Street.

Councilmember Kolterman inquired as to the next steps in initiating any long-term solutions identified in the report. Mr. Butcher responded that preferred option(s) should be included in the One-and-Six Year Plan for Street Improvement and added to a future budget. Mr. Butcher recommended that preferred option(s) be identified in the coming months and then the Plan be amended approaching budget time later this summer. Mr. Butcher also advised that the City is still researching how to change the 'collector' designation of the Street.

Councilmember Kamprath inquired as to the next steps in initiating any short-term solutions identified in the report. Mr. Butcher responded that any short-term solutions could be initiated by a resolution to be included at the next regular meeting date.

April 5, 2022

Councilmember Singleton moved, seconded by Councilmember Kolterman to draft and present a resolution at the next regularly scheduled Council meeting to restrict trucks on E Seward Street, E Jackson Street between Columbia Avenue and Lindell Avenue.

Councilmember Miller voiced consideration about unintended consequences that may occur by limiting truck traffic and how it may affect other areas.

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

City Administrator Butcher stated that unpopular items would be removed from the list and a meeting between the City Council-County Commissioners would be scheduled to discuss long-term traffic solutions for east Seward roads. Mr. Butcher urged the Councilmembers to follow through with long-term action to resolve this issue.

3. PRELIMINARY PLAT OF PRAIRIE VIEW ADDITION

At the March 1, 2022 regular Council meeting, consideration of this plat application was tabled for 30 days, thus this is the resumption of this item. City officials noted that there had been no changes to application or plat presented previously.

Councilmember Kolterman moved, seconded by Councilmember Miller to the preliminary plat of Prairie View Addition as presented.

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

4. CREATION OF THE UTILITIES LOCATOR POSITION

Due to the increasing requests placed on City staff to complete 'locate' requests, City Administration is proposing to create a position that handles these duties. Depending on the employee's background and workload, the position may become a permanent part of the Electric or Water/Wastewater Department.

Councilmember Beck introduced Ordinance No. 2022-4. Councilmember Kolterman moved, seconded by Councilmember Kamprath to dispense with the statutory rule. Councilmember Wilken moved, seconded by Councilmember Beck, 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. 2022-4, AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO CREATE THE UTILITIES LOCATOR POSITION; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR A DATE SUCH CLASSIFICATION AND PAY RANGES OF COMPENSATION SHALL BECOME EFFECTIVE; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.**

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

Councilmember Kolterman moved, seconded by Councilmember Kamprath that all ordinances be added to the permanent record.

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

5. AUTHORIZATION TO REVISE FINANCIAL COMMITMENT LETTER FOR THE SEWARD INTERIOR DRAINAGE AND PUMP STATION IMPROVEMENTS PROJECT (FEMA-4420-DR-NE-0015)

Mr. Butcher stated that as per the request of the Nebraska Emergency Management Agency (NEMA), the City should revise their commitment letter should the project be funded by the Federal Emergency Management Agency (FEMA). These monies will only be expended if the grant is funded by FEMA.

Councilmember Kamprath moved, seconded by Councilmember Singleton to revise the financial commitment letter for FEMA-4420-DR-NE-0015 as requested.

April 5, 2022

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

6. MOTION TO RESCIND RESOLUTION 2022-12, SETTING SEWER RATES BASED ON JANUARY & FEBRUARY 2022 CONSUMPTION FOR A 12-MONTH PERIOD STARTING APRIL 1, 2022

Mr. Butcher stated that upon review of the March billing cycle, City staff identified that exclusion of the March usages in determining the 12-month sewer bill as of April 1st would be to the detriment of the vast majority of customers. The average usage for January-February 2022 was higher than January-March 2022, thus it is the recommendation of City Administration to rescind Resolution 2022-12 and instead include months January-March into the calculation of the sewer rates starting April 1st.

Councilmember Kamprath moved, seconded by Councilmember Beck to rescind Resolution 2022-12, which based the 12-month sewer rate starting April 1, 2022 on January-February usage.

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

REPORTS

1. CITY ADMINISTRATOR'S REPORT

Councilmember Singleton moved, seconded by Councilmember Miller, that City Administrator Butcher's report of April 5, 2022 be accepted.

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

ANNOUNCEMENT OF UPCOMING EVENTS

April 23, 2022 – Seward County clean-up day
April 28, 2022 – Business Anniversaries Luncheon
May 1-5, 2022 – Seward County Gives

STRATEGY SESSION

1. STRATEGY SESSION WITH CITY ATTORNEY TO PROVIDE NEGOTIATION GUIDANCE CONCERNING REAL ESTATE INTERESTS AT THE COMMERCIAL RAIL CAMPUS DEVELOPMENT AREA

Councilmember Miller moved, seconded by Councilmember Kolterman, that the Council enter a closed session with the Mayor, City Administrator, City Clerk, Jonathan Jank and City Attorney, for the protection of the public interest and to discuss current real estate interests at the Commercial Rail Campus Development Area and to provide the City Attorney with negotiating guidance for a period not to exceed 30 minutes.

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

Mayor Eickmeier stated the Council has voted to go into closed session at 8:43 p.m. for the protection of the public interest and to discuss real estate interests and to provide the City Attorney with negotiating guidance.

At 9:00 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken. Mayor Eickmeier announced that no formal action was taken during the executive session.

MOTION TO ADJOURN

Councilmember Beck moved, seconded by Councilmember Kamprath, that the April 5, 2022 City Council Meeting be adjourned.

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

April 5, 2022

Adjourned approximately 9:00 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

DRAFT

6. Re-appoint Ken Schmieding to the Parks & Recreation Board for a Term of 3-Years

PUBLIC HEARINGS

1. Public Hearing - 7:00 P.M. - Tax Increment Financing (TIF) Application by SPD Opco, LLC for Expansion - TIF Attorney Willis
 - A. Presentation and Review of TIF Application

Tax-Increment Financing Application

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

2. Project Description

- a. What type of business does this project involve (i.e. industrial, commercial, residential, etc.)
 - i. If the project involves housing, please give a description of intended tenants, type of household (families/elderly/etc.), income levels, impact on the schools and/or community, etc.: N/A
 - ii. If the project involves retail business, please give a description of the retail business, how the community would benefit from this retail business, the impact on similar existing retail businesses, etc.: N/A
 - iii. If the project involves industry, please give a description of the type of industry, impact on the environment, impact on the community, similar existing industries in town, etc.

Pet food ingredient processing facility. Plant includes wastewater pre-treatment facility to treat waste water to a level acceptable to the city. Current Petsource facility will expand and triple in capacity

- b. What is the estimated number of new jobs this project will create?
80
- c. What is the pay scale and benefits package for these positions?

The facility-wide average salary is approximately \$40,000. A comprehensive benefits package including healthcare, dental, vision, vacation, holiday, retirement, etc. is available to all full-time employees.

PROJECT SCOPE: (PLEASE PRINT OR TYPE ALL INFORMATION)

1. Applicant Information

SFD Opco, LLC

Business Name

Ryan Eccleston

Contact Person for Applicant

1801 Pine Street, Seward, NE 68434

Street Address

13660 California Street, PO Box 542047, Omaha, NE 68154

Mailing Address

402-803-1875

Telephone

402-803-1860

Alternate Telephone

402-939-0088

Fax

Recleston@petsource.com

Email

Operating LLC (DE) owned by an holding company LLC(DE) owned by a NE entity (C-corp) 3.

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

Ultimate owner is The Scoular Company (NE C-corporation)

Owners

3. Proposed Project Site:

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

Lot 1, Block 1 Seward Rail Campus Highway 1st Addition. Approximately 15.38 acres in the Seward / Lincoln Regional Rail Campus owned and being developed by the City of Seward for economic development purposes. Parcel is owned by SFD Opco, LLC.

4. Physical Description of the Proposed Project:

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

70,234 sq. ft. industrial building expansion, with a height of 36 ft. The building construction will match existing structure and will consist of concrete foundations and slabs, structural steel framing, insulated metal wall panel façade, and a TPO membrane roof. Site lighting will consist of a combination of wall packs, ground mounted flood lighting and pole mounted parking lot lights.

5. Land Use:

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

The Seward / Lincoln Regional Rail Campus is being master planned by the City of Seward. (See attached drawing.)

- b. Current Zoning of the property:

Business Park District

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

Yes. Required construction and environmental permits will be obtained from NE DEQ. Civil permits have been filed with the City of Seward.

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

N/A

6. Estimated Project Costs:

a. Land Acquisition, if applicable	\$0
b. Site Development (itemize):	
i. Demo	\$0
ii. Grading	\$520,000
iii. Site Prep	\$2,400,000
iv. Other (pre-treatment)	\$0
c. Building Construction Cost:	\$41,400,000
d. Other Site Improvements (explain):	\$0
e. Equipment:	\$20,000,000
f. Architectural and Engineering Fees:	\$2,340,000
g. External Legal Fees:	\$0
h. Financing Costs:	\$0
i. Broker Costs, if any:	\$0
j. Contingencies:	\$5,000,000
k. Other (explain):	
i. Information Technology	\$600,000
ii. Office & Warehouse Equipment	\$200,000
iii. Start-up Costs	\$500,000
TOTAL	\$72,960,000

7. Please attach the following documentation:

- a. Construction Pro Forma.

Building Construction Cost - Major Items Detail	
Classification	Amount (\$MM)
Refrigeration	\$ 7.1
HVAC and Utilities	\$ 6.3
Steel and other Metals	\$ 4.4
Thermal Protection	\$ 4.7
Electrical	\$ 3.6
Concrete	\$ 2.9
Plumbing	\$ 1.4
Other	\$ 7.5
Total	\$ 38.0

- b. Annual Income and Expense Pro Forma (with appropriate schedules).

The applicant is an indirect, wholly-owned subsidiary of The Scoular Company, a 129-year old company with over \$6 billion in annual revenue. The Scoular Company is employee-owned and listed as 68th largest privately-held corporation in the United States (Forbes 2020). As a privately held business, The Scoular Company does not release financial statements.

- c. Applicant’s Corporate/Business Annual Financial Statements for the last three years.

See response to 7b above.

- d. Business Plan for the proposed project.

For competitive reasons, a detailed business plan cannot be shared. The Scoular Company would like to assure the City of Seward that, as with Phase 1 of Project Superior, Phase 2 has been carefully reviewed and evaluated internally and has been fully approved by the company’s Board of Directors based on the rapid success of Phase 1 and an assessment of the project’s financial viability.

8. Estimated Tax Increment:

- a. Total estimated assessed valuation of Real Property at completion (please also describe how you arrived at this value; e.g., discussions with County Assessor, based on previous construction projects, etc.):

\$10,855,070: Based on estimate from County Assessor

- b. Latest property valuation before construction (from Property Tax Statement):

\$192,560

- c. Estimated increase in real estate valuation:

\$10,622,510

- d. Estimated new real estate tax generated annually:

\$184,904

9. Proposed Source of Financing:

- a. Equity: \$70,186,500
- b. Bank loan (please provide conditional approval or commitment letters, if applicable): \$0
- c. Tax Increment Financing: \$2,773,500
- d. Other (please describe): \$0

10. Name and Address of Architect, Engineer and General Contractor:

Stellar Group Inc.
2900 Hartley Road
Jacksonville, FL 32257

11. Project Construction Schedule:

- a. Construction start date: 5/1/2022
- b. Construction completion date: 5/1/2023
- c. If project is phased:

Year 2022 / 70% complete
Year 2023 / 100% complete

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

N/A

13. Amount of TIF Request: \$2,773,500

14. Application Fee Paid: \$1,000

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

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

Grading	\$	500,000
Site Utilities	\$	150,000
Waste Water Treatment	\$	250,000
Façade Enhancements	\$	400,000
Exterior Improvements	\$	200,000
Process Eng.	\$	800,000
Arch. Fees	\$	1,540,000
Total:	\$	3,840,000

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

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

The decision to further the investment in the Petsource facility in Seward was based on a similar decision set as Phase 1. The final selection of Seward, NE as the location for the company to continue to grow its manufacturing facility resulted from a comprehensive analysis of operating costs and conditions. Without the TIF benefits available in Seward, there would be the need to reconsider investment in other locations with better potential for economic returns.

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

As with Project Superior Phase 1, were it not for the availability of TIF and other forms of state and local assistance, the Phase 2 project may have elected to proceed in another location which, but for the incentives offered in Seward, would have had more favorable economics for the project.

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

Once the expansion is complete and operational, it will create and support 80 new jobs with an average wage of about \$40,000 plus competitive benefits, in addition to the 100 already in place as part of Phase 1. The approximately \$73 million to be invested will contribute to the property tax base over the long-term. From a broader perspective, the project is a furthering of our investment as the anchor company supporting the development of the Seward / Lincoln Regional Rail Campus, an economic development project of significant long-term importance to Seward.

The Scoular Company highly values its employees and the communities in which it operates. The company was founded in 1892 and has deep Midwestern roots and values. The company believes in giving back to its communities and is committed to acting on the issues, needs and concerns of the communities where it is privileged to do business and where its employees live. The company adheres to the philosophy “Where we work is where we live” and understands that its employees are mothers, fathers, grandparents, teachers, scout leaders, coaches, volunteers, church members and neighbors. Ultimately, the company recognizes that work life really can’t be separated from personal life. Therefore, the company values its community relationships accordingly and encourages employees and their families to be involved in organizations and projects where they have a personal interest or passion. The company also supports organizations and projects that have a visible impact in the communities in which it operates. In recent years, the company has supported just under 200 organizations in various categories including Children & Youth, Education, Social Service, Public Health, and Arts & Culture. The company fully expects these values to be reflected in its expanded plant and looks forward to continuing to build a strong partnership with Seward, NE.

“Applicant”

By: _____

Name: _____

Title: _____

Tax Increment Financing Projections

1. Assumptions:

Tax Levy (2021)	1.734152
Interest Rate	0.0%
Number of Years	15

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project*	\$192,560	\$3,339
Completed Project	\$10,855,070	\$188,243
Difference	\$10,662,510	\$184,904

2. TIF Calculations:

Base Year	2022
Effective Date	2023

Annual TIF Amount	\$184,904
Total TIF	\$2,773,562
TIF Indebtedness Amount	\$2,773,562
Rounded	\$2,773,500
less 3% Admin Fee	(\$83,205)
Approx. Cost of Issuance	(\$8,000)
Total TIF Available	\$2,682,295

3. TIF USES

Grading	\$500,000
Site Utilities	\$150,000
Waste Water Treatment	\$250,000
Façade Enhancements	\$400,000
Exterior Improvements	\$200,000
Process Eng.	\$800,000
Arch. Fees	\$1,540,000
Total	\$3,840,000

TIF Loan Amortization Schedule

Principal		\$2,773,500				
Interest Rate		0.00%				
Payments/Year		2				
Loan Payment		\$92,450				
			Projected TIF Payments			
			Annual \$184,900			
			Semi-Ann \$92,450			
	Date	Principal Balance	Payment	Interest	Principal	Ending Principal
0	6/15/2023	\$2,773,500	\$0	\$0	\$0	\$2,773,500
	12/15/2023	\$2,773,500	\$0	\$0	\$0	\$2,773,500
1	6/15/2024	\$2,773,500	\$92,450	\$0	\$92,450	\$2,681,050
	12/15/2024	\$2,681,050	\$92,450	\$0	\$92,450	\$2,588,600
2	6/15/2025	\$2,588,600	\$92,450	\$0	\$92,450	\$2,496,150
	12/15/2025	\$2,496,150	\$92,450	\$0	\$92,450	\$2,403,700
3	6/15/2026	\$2,403,700	\$92,450	\$0	\$92,450	\$2,311,250
	12/15/2026	\$2,311,250	\$92,450	\$0	\$92,450	\$2,218,800
4	6/15/2027	\$2,218,800	\$92,450	\$0	\$92,450	\$2,126,350
	12/15/2027	\$2,126,350	\$92,450	\$0	\$92,450	\$2,033,900
5	6/15/2028	\$2,033,900	\$92,450	\$0	\$92,450	\$1,941,450
	12/15/2028	\$1,941,450	\$92,450	\$0	\$92,450	\$1,849,000
6	6/15/2029	\$1,849,000	\$92,450	\$0	\$92,450	\$1,756,550
	12/15/2029	\$1,756,550	\$92,450	\$0	\$92,450	\$1,664,100
7	6/15/2030	\$1,664,100	\$92,450	\$0	\$92,450	\$1,571,650
	12/15/2030	\$1,571,650	\$92,450	\$0	\$92,450	\$1,479,200
8	6/15/2031	\$1,479,200	\$92,450	\$0	\$92,450	\$1,386,750
	12/15/2031	\$1,386,750	\$92,450	\$0	\$92,450	\$1,294,300
9	6/15/2032	\$1,294,300	\$92,450	\$0	\$92,450	\$1,201,850
	12/15/2032	\$1,201,850	\$92,450	\$0	\$92,450	\$1,109,400
10	6/15/2033	\$1,109,400	\$92,450	\$0	\$92,450	\$1,016,950
	12/15/2033	\$1,016,950	\$92,450	\$0	\$92,450	\$924,500
11	6/15/2034	\$924,500	\$92,450	\$0	\$92,450	\$832,050
	12/15/2034	\$832,050	\$92,450	\$0	\$92,450	\$739,600
12	6/15/2035	\$739,600	\$92,450	\$0	\$92,450	\$647,150
	12/15/2035	\$647,150	\$92,450	\$0	\$92,450	\$554,700
13	6/15/2036	\$554,700	\$92,450	\$0	\$92,450	\$462,250
	12/15/2036	\$462,250	\$92,450	\$0	\$92,450	\$369,800
14	6/15/2037	\$369,800	\$92,450	\$0	\$92,450	\$277,350
	12/15/2037	\$277,350	\$92,450	\$0	\$92,450	\$184,900
15	6/15/2038	\$184,900	\$92,450	\$0	\$92,450	\$92,450
	12/15/2038	\$92,450	\$92,450	\$0	\$92,450	\$0

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

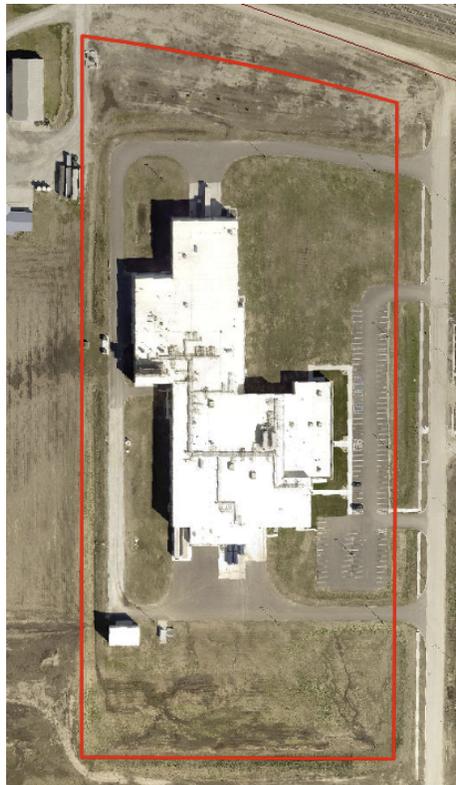
**AMENDMENT TO THE REDEVELOPMENT PLAN
OF THE CITY OF SEWARD, NEBRASKA**

(PROJECT SUPERIOR REDEVELOPMENT PROJECT – PHASE TWO)

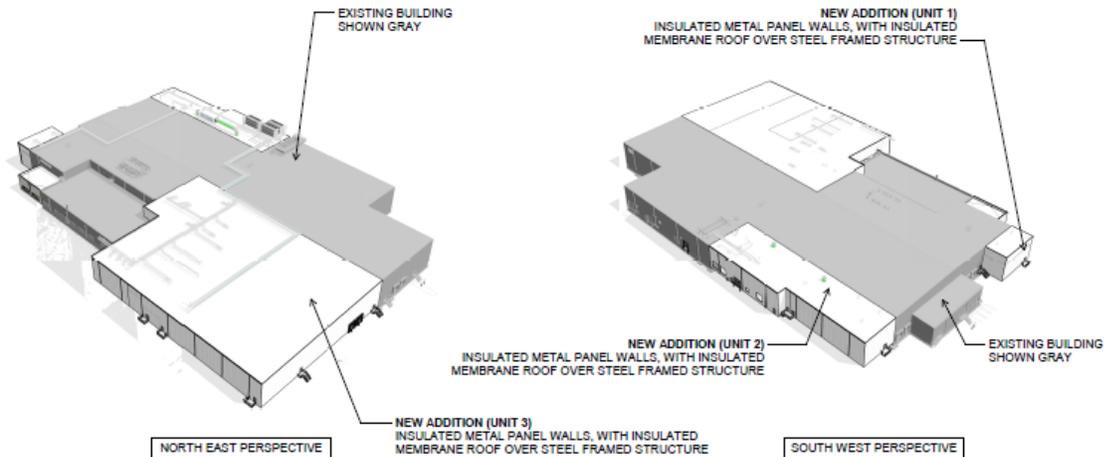
The Redevelopment Plan Amendment for the Project Superior Redevelopment Project was approved and adopted by the City Council of the City of Seward, Nebraska on April 16, 2019 (“Phase One Redevelopment Plan Amendment”). The purpose of this Plan Amendment is to identify Phase Two of the Project Superior Redevelopment Project and conduct a Cost-Benefit Analysis for the same. Phase Two of the Project Superior Redevelopment Project is referred to herein as the “Project”. The Project is an expansion and further development of the Project Superior Redevelopment Project, and the Phase One Redevelopment Plan Amendment is incorporated herein to the extent it is relevant and applicable to the Project described herein.

Phase Two of the Project

The Project Superior Redevelopment Project has been a success to this point, but the Redeveloper has already outgrown the building and requires expansion of the facilities to continue the business operations and necessary growth of the company. The Project will consist of the construction an approximately 70,234 square foot expansion of the existing industrial building, which is used as a pet food manufacturing facility, and associated improvements on the Project Site. The expansion is anticipated to triple the facility’s production capacity. The existing building, which is approximately 105,000 square feet, is generally depicted below:



The Project will include three (3) separate building additions of various sizes. A preliminary site plan is attached as Exhibit "A" and incorporated herein by this reference. The CRA acknowledges that these plans are preliminary in nature and subject to change, but has included the current information submitted by Redeveloper. Preliminary drawings of the expansion are set forth below:



The Project Site, which is located in the Rail Campus Area, has been replatted and is legally described as follows:

Lot 1, Block 1, Seward Rail Campus PUD Original Addition, City of Seward,
Seward County, Nebraska.

In order to facilitate a phased redevelopment of the Project Site, Redeveloper must subject the Project Site to a condominium regime. Redeveloper intends to create a condominium regime with multiple units, one (1) for the existing building and three (3) for the building additions. Each unit, together with its interest in the common elements, will be assessed and taxed as a separate parcel of real estate. The units consisting of the building additions shall be the "Phase Two Site". One condominium unit will consist of the existing building improvements, which were constructed and developed pursuant to the Phase One Redevelopment Plan Amendment. The project site identified as the Project Site in the Phase One Redevelopment Plan Amendment will be revised and amended to consist solely of this condominium unit.

As part of the Project, the CRA shall capture available tax increment from the Phase Two 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: grading, site utilities, waste water treatment, façade enhancements, exterior improvements, process engineering, architectural fees, and other eligible uses. The use of TIF to assist with the costs of the eligible public improvements will make the Project as designed feasible. Redeveloper shall be

responsible for all other costs and expenses associated with the Project.

Redeveloper intends to commence construction of the expansion in Spring or Summer 2022 and intends to complete construction in the Spring or Summer of 2023. 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 Phase Two Site is anticipated to be \$192,560, which is 40% of the current land value of the Project Site. Pursuant to the Seward County Assessor’s preliminary appraisal of the proposed project, the projected completed valuation of the Phase Two Site is \$10,855,070. The preliminary appraisal is not binding and is based upon the information and assumptions provided from Redeveloper to the Assessor. The CRA does not make any representations to the final value of any project. Any changes in market conditions, building plans, construction materials, etc., will have an effect on the final valuation.

For purposes of this Plan Amendment, it is assumed that the valuation of the Phase Two Site for the 2023 tax year will be the projected completed valuation. However, depending on the construction schedule, the Phase Two Site may have a partial valuation in the first year of the TIF period (2023 tax year) and a full valuation for the remaining 14 years of the TIF period (2024 through 2037 tax years), which would reduce the amount of TIF generated by the Project.

Redeveloper estimates that the Project costs for Phase Two shall be approximately \$55,000,000.00. The anticipated eligible uses of TIF and estimated costs are identified as follows:

Grading	\$500,000
Site Utilities	\$150,000
Waste Water Treatment	\$250,000
Façade Enhancements	\$400,000
Exterior Improvements	\$200,000
Process Eng.	\$800,000
Arch. Fees	\$1,540,000
Total:	\$3,840,000

Based upon the anticipated completed valuation set forth above, and a 0% interest rate for the TIF Note, the Project will support approximately \$2,773,500 in TIF Indebtedness (the “Anticipated TIF Amount”).¹ The identified TIF-eligible uses, together with the CRA’s 3% administration fee and cost of issuance which are additional TIF-eligible uses that Redeveloper shall be required to pay, exceed the Anticipated TIF Amount. The final, actual cost of all TIF-eligible expenses shall be certified by Redeveloper upon completion of construction. In addition to the TIF Indebtedness, Redeveloper has stated that the Project would be financed in part using investor equity

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

and debt.

Statutory Elements

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

A. Property Acquisition, Demolition and Disposal

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

B. Population Density

The proposed development at the Phase Two Site is the expansion of a pet foot manufacturing facility that will create approximately 80 new jobs. These jobs are anticipated to increase the population density in the City. An analysis of the anticipated effect on population, including any potential concerns of the school districts, is set forth in the cost-benefit analysis. However, this growth from additional jobs is the anticipated and desired consequence of the City's focus on growth of the Rail Campus Area, and is therefore deemed to be a positive outcome.

C. Land Coverage

The expansion will result in an approximately 175,234 square foot building on the approximately 15.38 acre lot. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Seward.

D. Traffic Flow, Street Layouts, and Street Grades

It is anticipated that the Project will increase traffic flow in and to the Project Site and the Redevelopment Area, specifically the Rail Campus Area. However, the public improvements included in the Project together with the existing infrastructure is anticipated to be sufficient for the use and operation of the Project.

E. Parking

The Project will meet or exceed the parking requirements set forth in the applicable zoning district. The preliminary site plans show the proposed parking for the Project.

F. Zoning, Building Code, and Ordinances

The Project Site is located in a BP Business Park District. The Project is a permitted use in the Planned Unit Development (PUD) on the Project Site. 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. While not specifically a zoning issue, the Project requires Redeveloper to create a condominium regime on the Project Site, and Redeveloper shall be responsible for completing this prior to the commencement of construction on the Project.

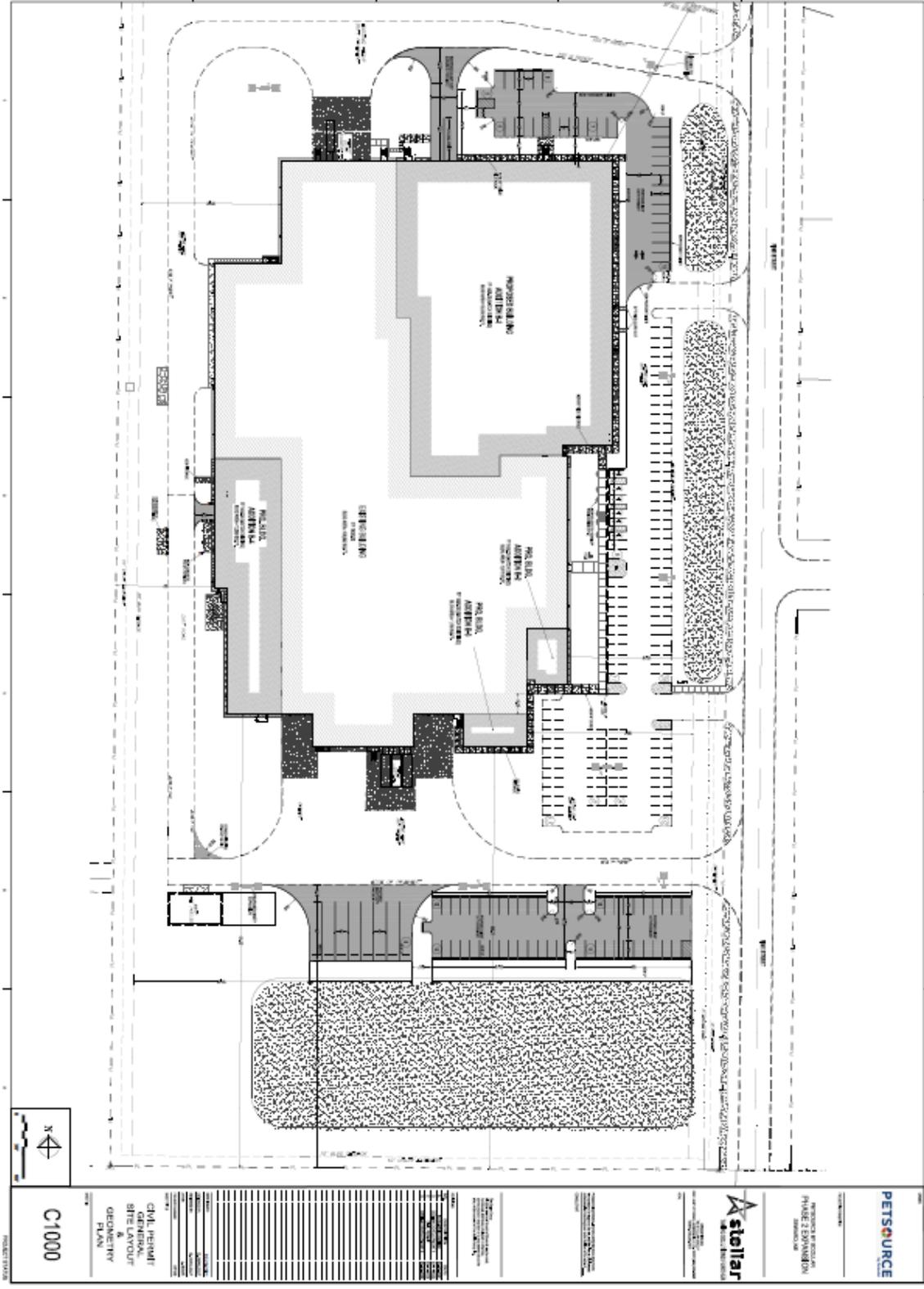
Cost-Benefit Analysis

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

Additional Project Information from Redeveloper

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

EXHIBIT "A" Preliminary Site Plan



 N	 0 10 20 30 40 50 Feet	C1000 CIVIL PERMIT SITE LAYOUT & GEOMETRY PLAN	 Stellar CIVIL ENGINEERING & ARCHITECTURE	 PETSOURCE PET SERVICES & SUPPLIES
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Exhibit "A"

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

The cost-benefit analysis for Phase Two of the Project Superior Redevelopment Project, as described in the Plan Amendment 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. Phase Two of the Project is referred to herein as the “Project”.

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:	\$192,560
b.	Projected Completed Project Assessed Valuation:	\$10,855,070
c.	Projected Tax Increment Base:	\$10,622,510
d.	Estimated Tax Levy:	1.734152
e.	Annual Projected Tax Shift:	\$184,904

Additionally, it is important to note that the project tax shift for Phase One was between \$249,581 and \$399,570 based upon unknown potential valuation of the redevelopment project. The CRA authorized up to \$5.9 million in TIF based upon the potential tax shift of \$399,570, but the actual annual tax increment in 2021 based upon the final valuation of Phase One was \$261,894. Thus, for the remaining 13 years of the first phase of the redevelopment project, the annual tax shift is approximately \$137,700 less than the anticipated potential high estimate. As the second phase of the redevelopment project is located on the Project Site, this tax shift could be captured for the remainder of TIF Period for Phase One, and should be taken into account for the annual project tax shift of the Project described herein, in effect reducing the net projected tax shift.

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

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

a. Public infrastructure improvements and impacts:

No substantial adverse effects are anticipated on the public infrastructure and community public service needs. All public infrastructure and community public services required to serve the Project exists or will be constructed as part of the Project. A pet food manufacturing facility will be expanded, but it is not intended to cause a material effect on the public infrastructure improvements or community public services in the City. Phase One of the Project included significant construction and installation of public infrastructure that makes Phase Two feasible. The Rail Campus Area has been designated by the City as a target area for commercial/industrial growth, and the construction of the Project in the Rail Campus Area will serve the City's goals and not have a negative impact.

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 facility operated on the Project Site should generate immediate taxes on production and imports (TPI) and sales tax and personal property tax revenue that would otherwise not be produced. The Project will also require and pay for City services. It is not anticipated that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

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

It is anticipated that the Project will have a material positive impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. Phase One of the Project Superior Project was the first redevelopment project in the Rail Campus Area, and already the Rail Campus Area has seen additional projects in this area based on the development that commenced with the Project Superior redevelopment project. The Project should continue to encourage additional businesses to locate and/or relocate to the Rail Campus Area.

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

Similar to the answer provided in Section 3, above, the Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers. The Project will create additional jobs that should raise the overall quality of life of the community. Further, the expanded facility will require additional services and products from existing businesses.

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

The Project could have an impact on the student populations of the school district within the City. The addition of approximately 80 jobs is likely to increase the number of students in the school system. While the number and grade distribution of students is unknown and will depend on the family sizes of the specific employees that are hired, the school district has the capacity to handle the anticipated student population increase from the Project, and no concerns have been identified.

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

The Project will expand Petsource and create a material number of jobs in the Redevelopment Area. The positions will have competitive salaries for the industry and comprehensive benefits packages. 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 increase property tax revenue in the long-term. 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 create new jobs and have a substantial positive economic impact. The benefits outweigh the costs of the proposed Project.

C. Presentation and Review of Redevelopment Agreement

REDEVELOPMENT AGREEMENT

(PROJECT SUPERIOR REDEVELOPMENT PROJECT – PHASE TWO)

This Redevelopment Agreement is made and entered into as of the ___ day of April, 2022, by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and SFD Opco, LLC, a Delaware limited liability company (“Redeveloper”).

RECITALS

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

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

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

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

E. Redeveloper’s proposed redevelopment project will consist of the construction of an approximately 70,234 square foot expansion of the existing industrial building, which is used as a pet food manufacturing facility, and associated improvements on the Project Site, as more particularly described on the attached Exhibit “A”.

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

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

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

ARTICLE I
DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

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

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

G. “Force Majeure” means any of the following that cause a material delay to the completion of the Project: (a) acts of God; (b) flood, fire, earthquake or explosion, (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority not precipitated by wrongful or illegal acts of the party claiming Force Majeure or their agents or contractors; (g) national or regional emergency; or (h) other causes beyond the reasonable control of Redeveloper or the City that could not have been reasonably foreseen or anticipated.

H. “Minimum Project Valuation” means the amount of Ten Million Eight Hundred Fifty-Five Thousand Seventy and No/100 Dollars (\$10,855,070.00).

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

J. “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”.

K. “Project Completion Date” means December 31, 2023.

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

M. “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.

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

O. “Redeveloper” means SFD Opco, LLC, a Delaware limited liability company.

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

Q. “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.

R. “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.

S. “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.

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

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

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

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

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

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

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

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

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

ARTICLE III OBLIGATIONS OF THE CRA AND PUBLIC IMPROVEMENTS

Section 3.01 Capture of Tax Increment.

Subject to the contingencies described below and to all of the terms and conditions of this Redevelopment Agreement, commencing for the tax year of the Effective Date and continuing thereafter, the CRA shall capture the Tax Increment from the Project pursuant to the Act. 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 Two Million Seven Hundred Seventy-Three Thousand Five Hundred and

No/100 Dollars (\$2,773,500.00), 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 “D” (“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, at or prior to the issuance of the Note, Redeveloper shall pay to the CRA an amount equal to the CRA’s 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 administration fee will be used for the implementation of the Project and the furtherance of the Redevelopment Plan in relation to this Project. The Tax Increment shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

Section 3.04 Creation of Fund.

The 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.” The projected TIF sources and eligible uses described on Exhibit “B” are eligible costs under the Act, and are estimates which shall be confirmed upon construction completion and certified by Redeveloper under Section 4.02 below.

**ARTICLE IV
OBLIGATIONS OF REDEVELOPER**

Section 4.01 Intentionally Deleted.

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 "E" 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.

(c) Redeveloper shall have no obligation to construct or complete any improvements other than the Public Improvements and Private Improvements described herein.

Section 4.03 Cost Certification.

Redeveloper shall submit to the CRA a certification of Eligible Project Costs in the form of the certification attached hereto as Exhibit "F" ("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 on the Project Completion Date, 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) It is anticipated that the completed Project and Project Site will create a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation no later than the Project Completion 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 to an affiliate or subsidiary of Redeveloper; (ii) 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 (iii) 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.

Section 5.04 Façade License.

In the event Redeveloper makes façade enhancements to the building located on the Project Site and such enhancements are eligible expenses and are reimbursed by the CRA in accordance with the Act, then, prior to such reimbursement, Redeveloper shall grant to the CRA a Façade License in the form attached hereto as Exhibit "G" and incorporated by this reference. Said license shall be recorded against the Project Site with the Seward County Register of Deeds.

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 Sections 6.02 and 6.03, 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), excepting delays caused by Force Majeure;
- (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 reasonably 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), such nonpayment continues for thirty (30) days after written notice thereof to Redeveloper by the CRA; or
- (d) There is a transfer of the Project Site or any part thereof in violation of Section 4.06 of 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 CRA may declare the Note as terminated and void, and thereafter shall not be obligated to remit the Tax Increment as debt service thereon. In addition to the foregoing, if such default arises under Section 6.02(d) above, the aggregate amount of all Tax Increment previously paid to Redeveloper as debt service on the Note shall stand forfeited and Redeveloper shall be required to repay the same to the CRA within thirty (30) days' written demand thereof, and 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; provided, however, such release shall not be deemed to include such costs, liabilities, actions, demands or damages to the extent the same arise out of the negligence or willful misconduct of the CRA or the City.

(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 to the extent the same arise out of the 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 "H" 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:

SFD Opco, LLC
Attn: Amy Patterson
1801 Pine Street
Seward, NE 68434
apatterson@scoular.com

With copies to:

SFD Opco, LLC c/o The Scoular Company
Attn: General Counsel
13660 California Street
Omaha, NE 58154

Husch Blackwell, LLP
Attn: Adam Charlsen,
13330 California Street, Suite 200
Omaha, NE 68154
adam.charlsen@huschblackwell.com

Section 7.06 Notice to CRA.

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

Community Redevelopment Authority of the City of Seward, Nebraska
Attn: Seward City Clerk
City Hall
537 Main Street
Seward, NE 68434

Section 7.08 Separate Counterparts.

This Redevelopment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[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 April, 2022, 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”
SFD OPCO, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of April, 2022, by _____, _____ of SFD Opco, LLC, a Delaware limited liability company, on behalf of the company.

Notary Public

EXHIBIT "A"
DESCRIPTION OF PROJECT

The Project undertaken by Redeveloper on the Project Site, which Project Site shall consist of four (4) condominium units to be created on the real estate legally described as:

Lot 1, Block 1, Seward Rail Campus PUD Original Addition, City of Seward,
Seward County, Nebraska,

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

- (a) **Private Improvements.** The construction of an approximately 70,234 square foot expansion of the existing industrial building, which is used as a pet food manufacturing facility, and associated improvements on the Project Site. Preliminary site plans for the Private Improvements are attached hereto as Exhibit "A-1" for reference.

- (b) **Public Improvements.** Grading, site utilities, waste water treatment, façade enhancements, exterior improvements, process engineering, architectural fees, and other eligible public improvements on the Project Site and in the Redevelopment Area, which public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

The exact legal description of the Project Site shall be determined upon creation of the condominium regime, but the preliminary condominium design proposes the following legal description for the Phase Two Project Site: Proposed Additions B-1, B-2, B-3, and B-4, to be created and legally described below.

PROPOSED ADDITION B-1

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 1, BLOCK 1, SEWARD RAIL CAMPUS PUD ORIGINAL ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 3 EAST, OF THE 6TH P.M., CITY OF SEWARD, SEWARD COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1; THENCE SOUTH, ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 33 MINUTES 56 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 277.68 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 31 SECONDS EAST, ALONG AN EXTENSION OF THE NORTH LINE OF THE EXISTING SCOLAR BUILDING, A DISTANCE OF 150.61 FEET TO THE NORTHWEST CORNER OF SAID EXISTING BUILDING; THENCE, CONTINUING, SOUTH 89 DEGREES 59 MINUTES 31 SECONDS EAST, ALONG THE NORTH LINE OF SAID EXISTING BUILDING, A DISTANCE OF 108.31 FEET TO THE NORTHEAST CORNER OF SAID EXISTING BUILDING, SAID POINT BEING THE **POINT OF BEGINNING**; THENCE, CONTINUING, SOUTH 89 DEGREES 59 MINUTES 31 SECONDS EAST, ALONG THE

EXTENSION OF THE NORTH LINE OF SAID EXISTING BUILDING, A DISTANCE OF 200.20 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 29 SECONDS WEST, PERPENDICULAR FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 275.88 FEET TO A POINT; THENCE NORTH 89 DEGREES 59 MINUTES 31 SECONDS WEST, ALONG THE EXTENSION OF A NORTH LINE OF SAID EXISTING BUILDING AND ALONG A NORTH LINE OF SAID EXISTING BUILDING, A DISTANCE OF 103.51 FEET TO A NORTH CORNER OF SAID EXISTING BUILDING; THENCE SOUTH 00 DEGREES 00 MINUTES 29 SECONDS EAST, ALONG A WEST LINE OF SAID EXISTING BUILDING, A DISTANCE OF 20.02 FEET TO A NORTH CORNER OF SAID EXISTING BUILDING; THENCE NORTH 89 DEGREES 59 MINUTES 31 SECONDS WEST, ALONG A NORTH LINE OF SAID EXISTING BUILDING, A DISTANCE OF 84.37 FEET TO A NORTH CORNER OF SAID EXISTING BUILDING; THENCE NORTH 00 DEGREES 00 MINUTES 29 SECONDS EAST, ALONG AN EAST LINE OF SAID EXISTING BUILDING, A DISTANCE OF 148.92 FEET TO AN EAST CORNER OF SAID EXISTING BUILDING; THENCE NORTH 89 DEGREES 59 MINUTES 31 SECONDS WEST, ALONG A NORTH LINE OF SAID EXISTING BUILDING, A DISTANCE OF 12.33 FEET TO AN EAST CORNER OF SAID EXISTING BUILDING; THENCE NORTH 00 DEGREES 00 MINUTES 29 SECONDS EAST, ALONG AN EAST LINE OF SAID EXISTING BUILDING, A DISTANCE OF 146.98 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 55,331.18 SQUARE FEET OR 1.27 ACRES, MORE OR LESS.

PROPOSED ADDITION B-2

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 1, BLOCK 1, SEWARD RAIL CAMPUS PUD ORIGINAL ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 3 EAST, OF THE 6TH P.M., CITY OF SEWARD, SEWARD COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1; THENCE SOUTH, ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 33 MINUTES 56 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 277.68 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 31 SECONDS EAST, ALONG AN EXTENSION OF THE NORTH LINE OF THE EXISTING SCOLAR BUILDING, A DISTANCE OF 150.61 FEET TO THE NORTHWEST CORNER OF SAID EXISTING BUILDING; THENCE, CONTINUING, SOUTH 89 DEGREES 59 MINUTES 31 SECONDS EAST, ALONG THE NORTH LINE OF SAID EXISTING BUILDING, A DISTANCE OF 108.31 FEET TO THE NORTHEAST CORNER OF SAID EXISTING BUILDING; THENCE SOUTH 00 DEGREES 00 MINUTES 29 SECONDS WEST, ALONG AN EAST LINE OF SAID EXISTING BUILDING, A DISTANCE OF 146.98 FEET TO AN EAST CORNER OF SAID EXISTING BUILDING; THENCE SOUTH 89 DEGREES 59 MINUTES 31 SECONDS EAST, ALONG A NORTH LINE OF SAID EXISTING BUILDING, A DISTANCE OF 12.33 FEET TO AN EAST CORNER OF SAID EXISTING BUILDING; THENCE SOUTH 00 DEGREES 00 MINUTES 29 SECONDS WEST, ALONG AN EAST LINE OF SAID EXISTING BUILDING, A DISTANCE OF 148.92 FEET TO AN EAST CORNER OF SAID EXISTING BUILDING; THENCE SOUTH 89 DEGREES 59 MINUTES 31 SECONDS EAST, ALONG A NORTH LINE OF SAID EXISTING BUILDING, A DISTANCE OF 84.37 FEET TO A NORTH CORNER OF SAID EXISTING BUILDING; THENCE NORTH 00 DEGREES 00 MINUTES 29 SECONDS EAST, ALONG A WEST LINE OF SAID EXISTING BUILDING, A DISTANCE OF 20.02 FEET TO A NORTH CORNER OF SAID EXISTING BUILDING; THENCE SOUTH 89 DEGREES 59 MINUTES 31 SECONDS EAST, ALONG A NORTH LINE OF SAID EXISTING

Exhibit "A"

BUILDING, A DISTANCE OF 63.51 FEET TO A NORTHEAST CORNER OF SAID EXISTING BUILDING; THENCE SOUTH 00 DEGREES 00 MINUTES 29 SECONDS WEST, ALONG AN EAST LINE OF SAID EXISTING BUILDING, A DISTANCE OF 162.42 FEET TO A SOUTHEAST CORNER OF SAID EXISTING BUILDING, SAID POINT BEING THE **POINT OF BEGINNING**; THENCE, CONTINUING, SOUTH 00 DEGREES 00 MINUTES 29 SECONDS WEST, ALONG AN EXTENSION OF AN EAST LINE OF SAID EXISTING BUILDING, A DISTANCE OF 52.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 59 MINUTES 31 SECONDS WEST, PERPENDICULAR FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 38.14 FEET TO AN EAST LINE OF SAID EXISTING BUILDING; THENCE NORTH 00 DEGREES 00 MINUTES 29 SECONDS EAST, PERPENDICULAR FROM THE LAST DESCRIBED COURSE, ALONG AN EAST LINE OF SAID EXISTING BUILDING, A DISTANCE OF 52.00 FEET TO A SOUTH CORNER OF SAID EXISTING BUILDING; THENCE SOUTH 89 DEGREES 59 MINUTES 31 SECONDS EAST, ALONG A SOUTH LINE OF SAID EXISTING BUILDING, PERPENDICULAR FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 38.14 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 1,983.31 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.

PROPOSED ADDITION B-3

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 1, BLOCK 1, SEWARD RAIL CAMPUS PUD ORIGINAL ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 3 EAST, OF THE 6TH P.M., CITY OF SEWARD, SEWARD COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1; THENCE SOUTH, ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 33 MINUTES 56 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 277.68 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 31 SECONDS EAST, ALONG AN EXTENSION OF THE NORTH LINE OF THE EXISTING SCOLAR BUILDING, A DISTANCE OF 150.61 FEET TO THE NORTHWEST CORNER OF SAID EXISTING BUILDING; THENCE SOUTH 00 DEGREES 00 MINUTES 29 SECONDS WEST, ALONG A WEST LINE OF SAID EXISTING BUILDING, A DISTANCE OF 95.45 FEET TO A WEST CORNER OF SAID EXISTING BUILDING; THENCE NORTH 89 DEGREES 59 MINUTES 31 SECONDS WEST, ALONG A NORTH LINE OF SAID EXISTING BUILDING, A DISTANCE OF 62.50 FEET TO A WEST CORNER OF SAID EXISTING BUILDING; THENCE SOUTH 00 DEGREES 00 MINUTES 29 SECONDS WEST, ALONG A WEST LINE OF SAID EXISTING BUILDING, A DISTANCE OF 183.38 FEET TO A WEST CORNER OF SAID EXISTING BUILDING; THENCE SOUTH 89 DEGREES 59 MINUTES 31 SECONDS EAST, ALONG A SOUTH LINE OF SAID EXISTING BUILDING, A DISTANCE OF 62.64 FEET TO A WEST CORNER OF SAID EXISTING BUILDING; THENCE SOUTH 00 DEGREES 00 MINUTES 29 SECONDS WEST, ALONG A WEST LINE OF SAID EXISTING BUILDING, A DISTANCE OF 239.53 FEET TO A SOUTHWEST CORNER OF SAID EXISTING BUILDING; THENCE SOUTH 89 DEGREES 59 MINUTES 31 SECONDS EAST, ALONG A SOUTH LINE OF SAID EXISTING BUILDING, A DISTANCE OF 29.93 FEET TO A SOUTH CORNER OF SAID EXISTING BUILDING; THENCE SOUTH 00 DEGREES 00 MINUTES 29 SECONDS WEST, ALONG A WEST LINE OF SAID EXISTING BUILDING, A DISTANCE OF 29.87 FEET TO A SOUTH CORNER OF SAID EXISTING BUILDING; THENCE SOUTH 89 DEGREES 59 MINUTES 31 SECONDS EAST, ALONG A SOUTH LINE OF SAID EXISTING BUILDING, A DISTANCE OF 94.29 FEET TO A SOUTH CORNER OF SAID

Exhibit "A"

EXISTING BUILDING; THENCE NORTH 00 DEGREES 00 MINUTES 29 SECONDS EAST, ALONG AN EAST LINE OF SAID EXISTING BUILDING, A DISTANCE OF 30.01 FEET TO A SOUTH CORNER OF SAID EXISTING BUILDING; THENCE SOUTH 89 DEGREES 59 MINUTES 31 SECONDS EAST, ALONG A SOUTH LINE OF SAID EXISTING BUILDING, A DISTANCE OF 38.01 FEET TO THE **POINT OF BEGINNING**; THENCE, CONTINUING, SOUTH 89 DEGREES 59 MINUTES 31 SECONDS EAST, ALONG A SOUTH LINE OF SAID EXISTING BUILDING, A DISTANCE OF 68.00 FEET TO A SOUTHEAST CORNER OF SAID EXISTING BUILDING; THENCE SOUTH 00 DEGREES 00 MINUTES 29 SECONDS WEST, PERPENDICULAR FROM THE LAST DESCRIBED COURSE, ALONG AN EXTENSION OF AN EAST LINE OF SAID EXISTING BUILDING, A DISTANCE OF 30.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 59 MINUTES 31 SECONDS WEST, PERPENDICULAR FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 68.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 29 SECONDS EAST, PERPENDICULAR FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 2,400.0 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.

PROPOSED ADDITION B-4

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 1, BLOCK 1, SEWARD RAIL CAMPUS PUD ORIGINAL ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 3 EAST, OF THE 6TH P.M., CITY OF SEWARD, SEWARD COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Exhibit "A"

SAID TRACT CONTAINS A CALCULATED AREA OF 15,003.34 SQUARE FEET OR 0.34 ACRES, MORE OR LESS.

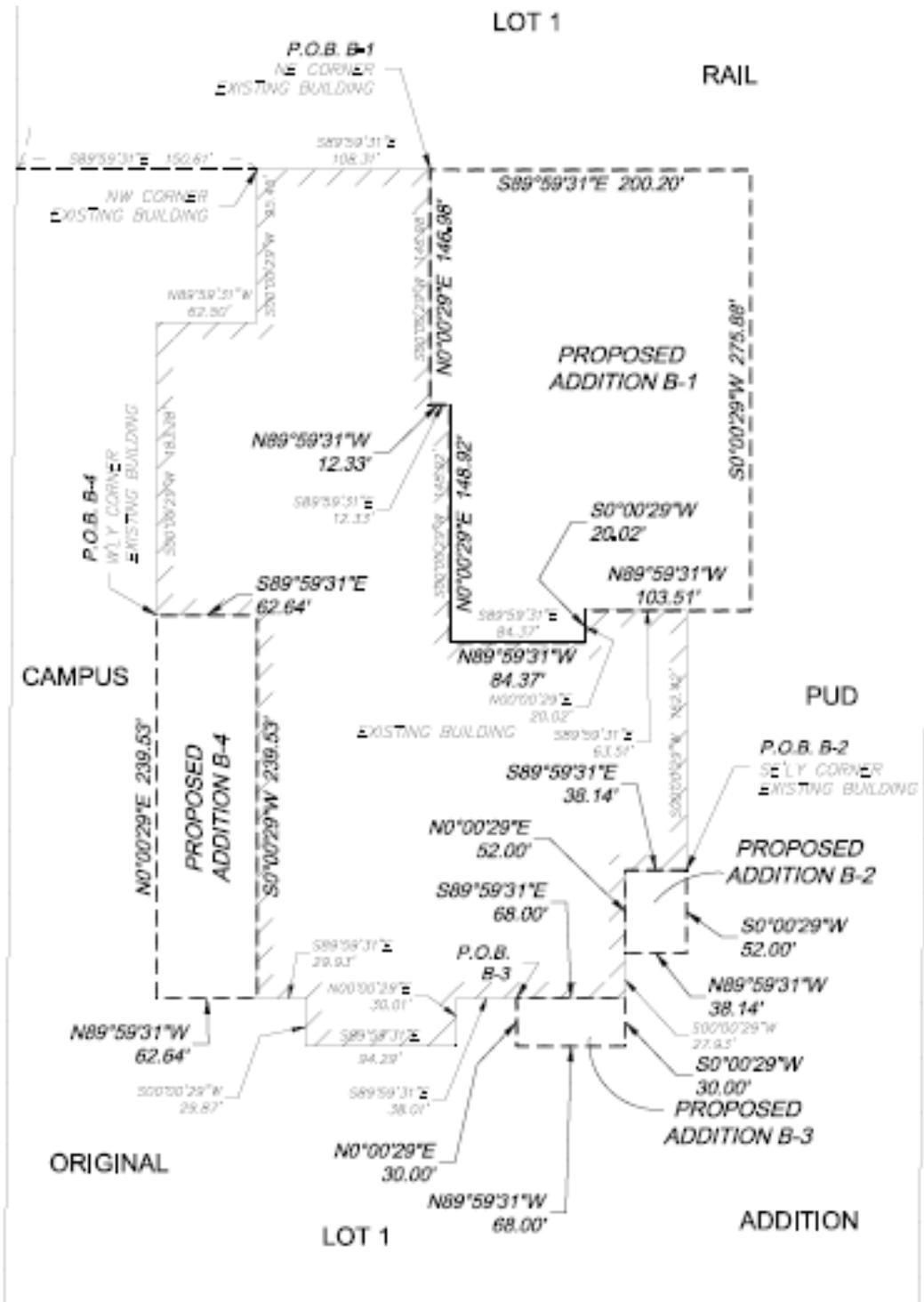


Exhibit "A"

EXHIBIT "A-1"
PRELIMINARY SITE PLANS

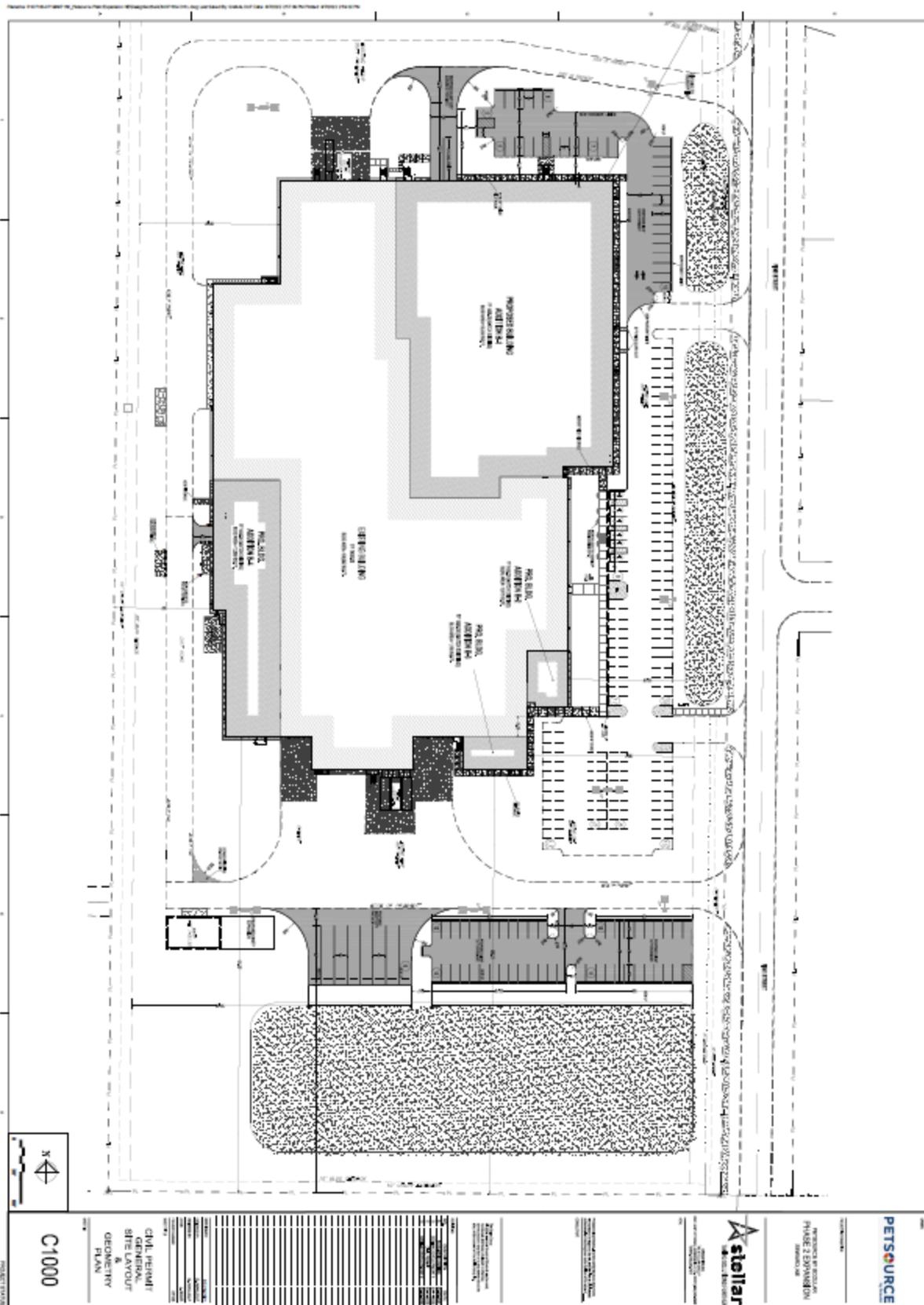


Exhibit "A-1"

**EXHIBIT “B”
TIF INDEBTEDNESS**

1. Projected Base Value: \$192,560
2. Projected Minimum Final Value: \$10,855,070
3. Projected Incremental Valuation: \$10,622,510
4. Assumed Tax Levy: 1.734152
5. Anticipated Tax Increment: \$184,904 annually
6. Interest Rate: 0.0%
7. TIF Indebtedness:
 - a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$2,773,500, 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. The TIF Indebtedness shall not bear interest.
 - b. **Payments.** Semi-annually commencing when real estate taxes are fully collected for the tax year 2023. The CRA shall utilize all Tax Increment received from the Project to pay debt service on the TIF Indebtedness until the TIF Indebtedness is fully repaid. Provided, however, the CRA does not warrant, represent, or guaranty that the Tax Increment will be sufficient to repay the entire amount of the TIF Indebtedness. The CRA has no obligation to make any payments other than the actual Tax Increment received from the Project.
 - c. **Maturity Date.** On or before December 31, 2038.
 - d. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years, commencing on the Effective Date of January 1, 2023 (2023 taxes paid in 2024) and terminating on December 31, 2037 (2037 taxes due on December 31, 2037 but paid in 2038). Payment of ad valorem taxes in arrears pursuant to customary payments in Nebraska shall not affect the fifteen (15) year TIF period.

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

EXHIBIT "C"
PROJECTED TIF SOURCES AND USES

1. TIF SOURCES:

Assumptions:

Tax Levy	1.734152
Interest Rate	0.0%
Number of Years	15

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project	\$192,560	\$3,339
Completed Project	\$10,855,070	\$188,243
Difference	\$10,662,510	\$184,904

TIF Calculations:

Annual TIF Amount	\$184,904
TIF Indebtedness	\$2,773,500

2. TIF USES:

Approx. Cost of Issuance (actual cost TBD)	~\$8,000
3% Admin Fee	\$83,205
Grading	\$500,000
Site Utilities	\$150,000
Waste Water Treatment	\$250,000
Façade Enhancements	\$400,000
Exterior Improvements	\$200,000
Process Eng.	\$800,000
Arch. Fees	\$1,540,000
<hr/>	
Total estimated TIF eligible costs:	\$3,931,205

Note: All costs are estimates and are subject to final confirmation and adjustment upon construction completion. Eligible Costs represent estimated values only; Redeveloper is permitted to be reimbursed for other public improvements and related costs not specifically listed in this Exhibit "C" so long as such improvements and related costs are eligible for reimbursement under the Act and that the aggregate amount reimbursed by the CRA does not exceed the total TIF Indebtedness.

**EXHIBIT “D”
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
(PROJECT SUPERIOR REDEVELOPMENT PROJECT – PHASE TWO)
SERIES 2022A

Maturity Date	Interest Rate	Original Issuance Date
December 15, 2038	0.0%	

Registered Holder	Principal Amount
SFD Opco, LLC	\$2,773,500

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 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 (the “Accrual Commencement Date”).

This Note is designated the Community Redevelopment Authority of the City of Seward, Nebraska Redevelopment Revenue Note (Project Superior Redevelopment Project – Phase Two), Series 2022A, aggregating Two Million Seven Hundred Seventy-Three Thousand Five Hundred and No/100 Dollars (\$2,773,500.00) (“Note”) in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended and supplemented (the “Act”) and under and pursuant to the terms of that certain Redevelopment Agreement between the Issuer and SFD Opco, LLC, a Delaware limited liability company, for the Project Superior Redevelopment Project – Phase Two (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 "E"
FORM OF CERTIFICATE OF COMPLETION
(Project Superior Redevelopment Project – Phase Two)

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:

City of Seward, Seward County, Nebraska,

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

"REDEVELOPER"
SFD OPCO, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

Date: _____

SFD Opco, LLC, a Delaware 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 indicated herein is substantially completed. Attached hereto are documents substantiating the actual Eligible Costs and payment by Redeveloper.

REDEVELOPMENT ELIGIBLE COSTS

Certified and Requested

[INSERT]	\$ _____
	\$ _____
	\$ _____
Total:	\$ _____ *

***Principal Amount of TIF Indebtedness shall not exceed \$2,773,500.**

SFD OPCO, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

Approved the by Chairperson of the CRA:

By: _____
Name: _____
Title: _____

EXHIBIT “G”

After recording please return to:

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

**FAÇADE LICENSE AGREEMENT
(Project Superior Redevelopment Project – Phase Two)**

THIS FAÇADE EASEMENT AGREEMENT (the “Agreement”) is made this ____ day of _____, 2022 by and between SFD Opco, LLC, a Delaware limited liability company (“Licensor”), and the Community Redevelopment Authority of the City of Seward, Nebraska (“Licensee”).

RECITALS

- A. Licensor owns certain real estate located in the City of Seward, Seward County, Nebraska, legally described as follows:

Lot 1, Block 1, Seward Rail Campus PUD Original Addition, City of Seward, Seward County, Nebraska (the “Property”).
- B. Licensor entered into a Redevelopment Agreement (the “Redevelopment Agreement”) with Licensee for the construction of an approximately 70,234 square foot expansion of the existing industrial building located on the Property (the “Building Expansion”).
- C. Pursuant to the Redevelopment Agreement, and to ameliorate the blighted and substandard conditions of the Property, Licensor agrees to make certain enhancements to the façade of the Building Expansion (the “Façade”) which exceed the minimum requirements of the applicable building code for the aesthetic benefit to the Redevelopment Area and the public.
- D. Under the Redevelopment Agreement Licensor is receiving financial assistance from Licensee to make the Façade enhancements.
- E. This Agreement sets forth the parties’ rights and obligations with respect to the Façade.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Licensor and Licensee do now hereby agree as follows:

1. Façade. In consideration of the benefits received by Licensor under the Redevelopment Agreement, Licensor hereby agrees to construct and install the Façade to the specifications set forth in the plans, drawings and specifications which shall be approved by the Licensee prior to construction.

2. Façade Restrictions. Licensor agrees to observe and comply with the following restrictions:

a. Licensor shall not demolish, remove or raze the Façade during the term of this Agreement.

b. Licensor shall not undertake, or allow to be undertaken, any material changes to the Façade without the express written consent of Licensee, which shall not be unreasonably withheld, delayed or conditioned. Changes to the Façade include, but are not limited to:

(i) Any change in the Façade, including the alteration, partial removal, construction, remodeling or physical or structural change or change in color or surfacing with respect to the appearance or construction of the Façade;

(ii) The addition of any signs, canopies, plaques or other attachments to the Façade; or

(iii) Any significant reconstruction, repair, repainting or refinishing of any Façade feature that alters its state from the existing condition.

c. This section shall not preclude Licensor from implementing any ordinary or necessary maintenance as set forth in Section 3 below.

3. Façade Maintenance. Licensor shall perform all ordinary and/or necessary maintenance and repairs on the Façade to maintain its appearance and structural soundness and to prevent any deterioration of the Façade.

4. Specification of Work. In the event Licensor desires to make any changes to the Façade, Licensor shall give Licensee copies of the plans, designs, elevations, specifications and documents relating to the change or work, including specification of all materials, colors and construction techniques to be used in any such work and photographs of the subject area as it appears at the time of the request.

5. Insurance. Licensor, at its expense, shall (i) keep the Building Expansion insured under a standard form of insurance policy against loss or damage resulting from fire or other perils normally insured under uniform standard extended coverage endorsement; and (ii) carry and maintain comprehensive public liability insurance. The public liability policy shall name Licensee as an additional insured as to the Façade and shall provide for not less than thirty (30) days prior written notice to the Licensee by the

insurer of any proposed cancellation of any such insurance. Licensor shall deliver to Licensee a certificate of insurance prior to the recording of this Agreement.

6. Casualty Damage. In the event that the Building Expansion or any part thereof shall be damaged by fire or other casualty, then the proceeds of the insurance required to be carried pursuant to Section 5 above and Licensor's funds shall be applied to reconstructing the Façade to the condition required under this Agreement. If the Building Expansion is damaged to such an extent that Licensor determines that reconstruction is not feasible and provides Licensee with a statement from an independent engineer to the same effect, then this Agreement shall be void and of no further force or effect.

7. Inspection. Licensee shall be permitted to have access to the Property at reasonable times and upon reasonable prior notice to inspect the Façade for the purpose of determining conformance with this Agreement.

8. Term. The term of this Agreement shall be fifteen (15) years from the date of completion of the improvements to the Façade. Provided, however, this Agreement shall terminate at any earlier date that the Redevelopment Agreement is terminated and is no longer in effect.

9. Public Access. Licensor acknowledges and agrees that the general public shall have the regular and substantial opportunity to view the Façade from the sidewalks and other property near the Building Expansion. Licensor shall have no obligation under this Agreement to allow the general public to view the interior of the Building Expansion.

10. Indemnification. Licensor shall defend, indemnify and hold Licensee harmless from and against any liability, claims, suits, demands, judgments (including costs, expenses and attorneys fees), resulting from actions or claims by third parties or defaults under this Agreement by Licensor arising out of the conveyance of or possession of the Façade Easement.

11. Binding Effect. This Agreement shall be appurtenant to and run with the property. The grant of this easement shall be binding upon the heir, executors, administrators, successors and assigns of Licensor.

[Signature Page Follows]

EXHIBIT “H”

After recording please return to:

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

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(Project Superior Redevelopment Project – Phase Two)**

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

1. **Redevelopment Agreement.** The 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:

[Insert legal description] (the “Project Site”).

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

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

[Signature Page Follows]

“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 April, 2022,
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”
SFD OPCO, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of April, 2022,
by _____, _____ of SFD Opco, LLC, a Delaware limited
liability company, on behalf of the company.

Notary Public

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

CITY OF SEWARD, NEBRASKA

RESOLUTION # 2022-13

(Redevelopment Plan Amendment –
Project Superior Redevelopment Project—Phase Two)

**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 PROJECT SUPERIOR
REDEVELOPMENT PROJECT—PHASE TWO.**

RECITALS

- A. The Community Redevelopment Authority of the City of Seward, Nebraska (“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 (the “Redevelopment Plan Amendment”) is on file and available for public inspection with the City Clerk.
- C. The Redevelopment Plan Amendment includes a redevelopment project identified as the Project Superior Redevelopment Project—Phase Two (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 April 19, 2022, the City Council held a public hearing relating to the question of whether the Redevelopment Plan Amendment should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.
- H. The City Council has reviewed the Redevelopment Plan Amendment, the cost benefit analysis prepared by the CRA and attached to the Redevelopment Plan Amendment, the recommendations of the Planning Commission, and has duly considered all statements made and material submitted related to the submitted question.

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

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

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

Dated this 19th day of April, 2022.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

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

CITY OF SEWARD, NEBRASKA

RESOLUTION # 2022-14

(Redevelopment Agreement –
Project Superior Redevelopment Project—Phase Two)

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 Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended (the “Act”), the City of Seward, Nebraska (“City”), has adopted a redevelopment plan (the “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 Project Superior Redevelopment Project—Phase Two that will include the use of Tax Increment Financing (the “Project”).

C. On April 13, 2022, the CRA approved the Redevelopment Agreement for the Project.

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

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Seward, Nebraska, that the Redevelopment Agreement between the Community Redevelopment Authority of the City of Seward, Nebraska and SFD Opco, 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 19th day of April, 2022.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

ADMINISTRATIVE ITEMS

1. Approval of Seward 4th of July Committee Requests for Annual July 4th Festivities:
 - A. Consideration of a Street Closure Permit

STREET CLOSING PERMIT

NAME: Tonia Nantkes DATE: 4/05/2022

ADDRESS: PO Box 68 Utica, Neb 68456

TELEPHONE NO. 402-641-8912 E-MAIL ADDRESS sewardparade@outlook.com

LOCATION OF STREET CLOSING: Please See Attached Maps

DATE & HOURS OF CLOSING: July 4, 6:00 AM - 5:00 PM

REASON/EVENT FOR CLOSING: Parade Line Up/Staging Area

ADJACENT PROPERTY OWNERS' SIGNATURES:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

REGULATIONS: No alcoholic beverages in street or public right-of-way, no excessive/prolonged noise/music

Dated: 4/05/2022

Mayor

Street, Transportation & Recycling Supt.

Police Chief

A Certificate of Liability Insurance naming the City of Seward as additionally insured in the amount of \$1,000,000.00 is required. The Certificate of Insurance should be delivered to the City before the event date.

Date insurance certificate filed with City: _____

B. Consideration of a Resolution for Parade

Derek Bargmann

From: City of Seward Website <info@connectseward.org>
Sent: Tuesday, April 5, 2022 9:32 PM
To: info
Subject: Parade Permit Application
Attachments: wpcf7_signatures

Follow Up Flag: Follow up
Flag Status: Flagged

Application for Parade, March or Special Event Permit

We, the undersigned, hereby apply for a permit for a parade, March or Special Event.

Sponsoring Organization: Seward Fourth of July Parade –
Date: July 4, 2022
Time: 4 PM
Approx. Duration: 2-3 Hours
Route: 1st & Bradford to Seward Street, Seward Street to Hughes Brothers.

We also agree to, and understand the terms of City Code, 382-8.4 & 382-8.5, and have filed a certificate of liability insurance with the City (copy attached), with sufficient personal sureties as a condition to the granting of such permit, conditioned to indemnify the City for any loss, damage or liability incurred or caused by the conduct of such parade or march.

The City reserves the right to cancel such parade, march or special event permit if the terms of the City Code are not met.

Submitted by: Tonia Nantkes Parade Chair
Address: PO Box 68 Utica, Neb. 68456
Phone: 4026418912
Email: tnantkes@outlook.com



Approval of Application
(For office use only)

Mayor

Street Superintendent

Chief of Police

Attest:

Parade Map



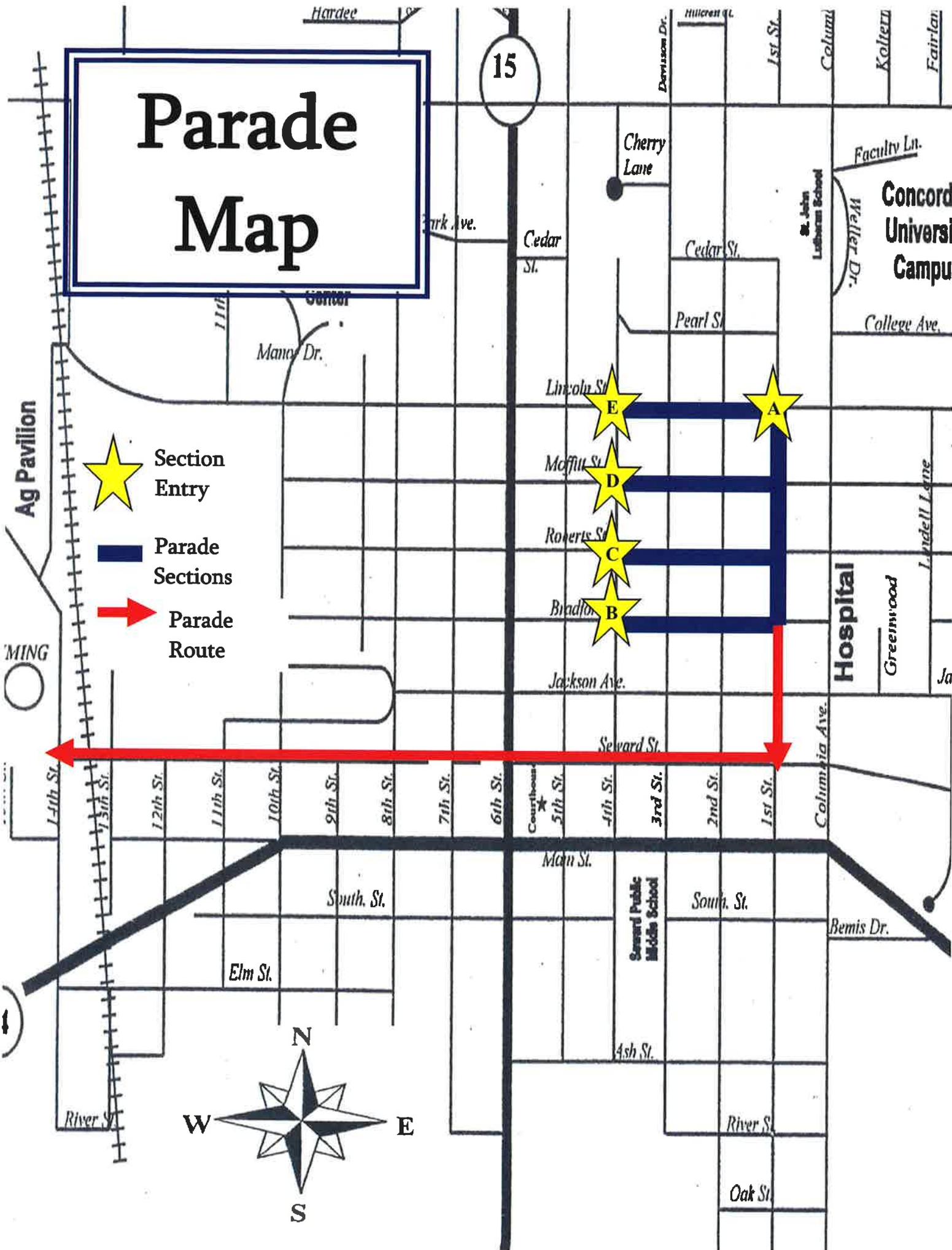
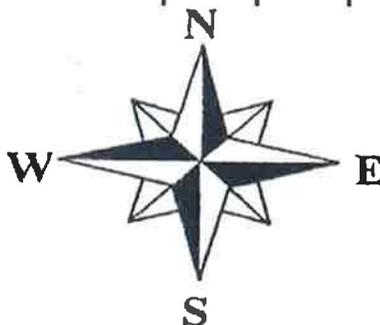
Section Entry



Parade Sections



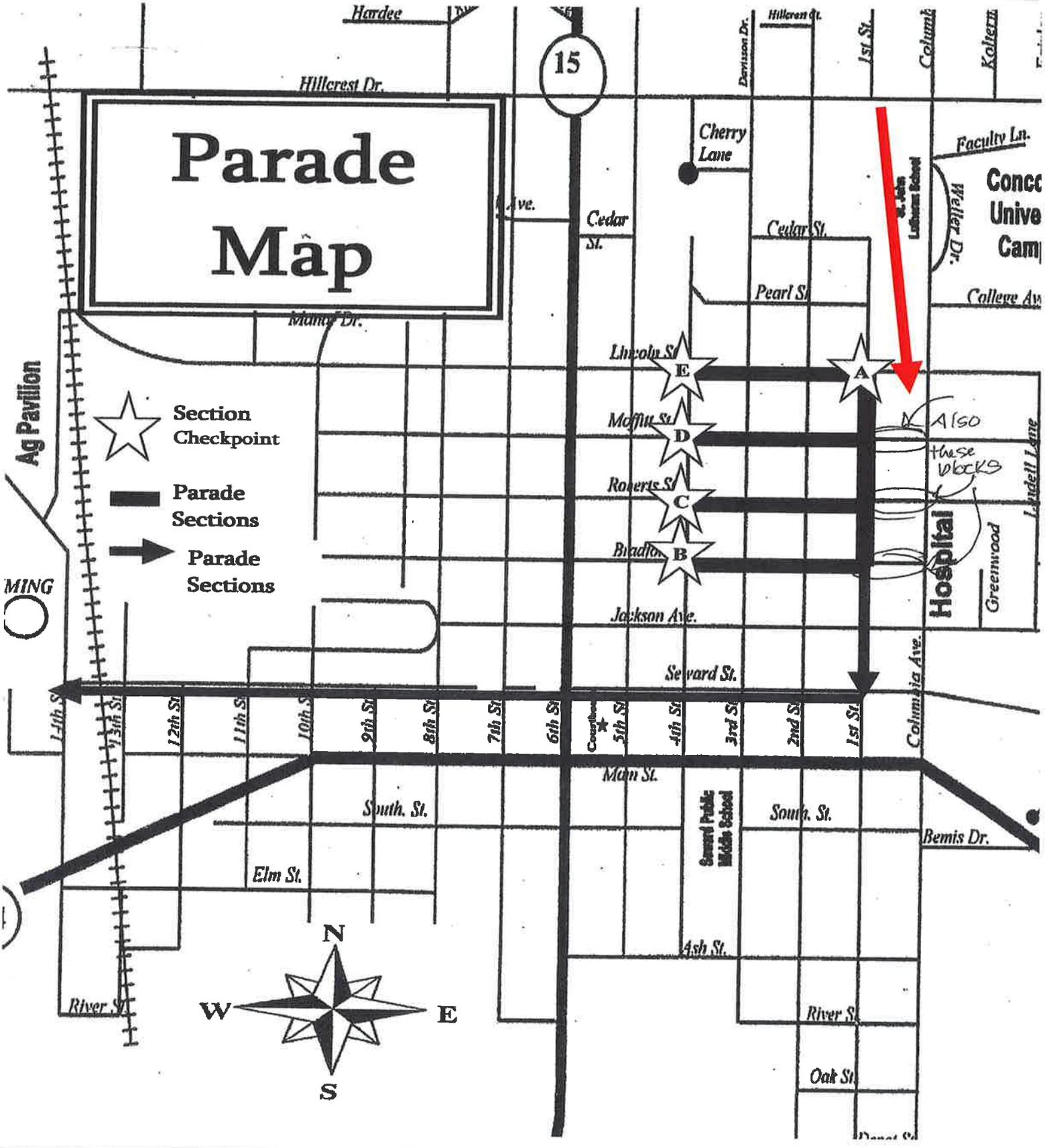
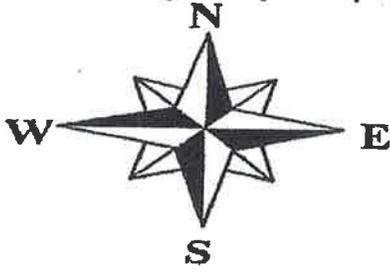
Parade Route



Parade Map

15

-  Section Checkpoint
-  Parade Sections
-  Parade Sections



Also these blocks

Hospital

Conc Unive Cam

Faculty Ln.
Weller Dr.
College Av

St. John Lutheran School
Lundell Lane
Greenwood

Bemis Dr.

River St.

Oak St.

Ash St.

Sumner Public Middle School

Seward St.

Jackson Ave.

Bradford St.

Roberts St.

Moffitt St.

Lincoln St.

Pearl St.

Cedar St.

Cedar St.

Cherry Lane

Hillcrest Dr.

Hardee

Ag Pavilion

MING

River St.

Elm St.

South St.

Main St.

South St.

1st St.

2nd St.

3rd St.

4th St.

5th St.

6th St.

7th St.

8th St.

9th St.

10th St.

11th St.

12th St.

14th St.

Columbia Ave.

Lundell Lane

Greenwood

College Av

Kolter Dr.

1st St.

Devotion Dr.

15

RESOLUTION NO. 2022-15

WHEREAS, the City of Seward's Annual FOURTH OF JULY CELEBRATION is scheduled for July 4, 2022; and

WHEREAS, the City of Seward wishes to support this annual event; and

WHEREAS, it is necessary to close the north lane of Highway 34 between 5th Street and Hwy 15 (6th Street) from 5:00 a.m. to 7:00 p.m. for the festivities to be held on the Courthouse square; and

WHEREAS, it is necessary to close the east lane of Hwy 15 (6th Street) between Highway 34 (Main Street) to Seward Street from 5:00 a.m. to 7:00 p.m. for the festivities to be held on the Courthouse square; and

WHEREAS, it is necessary to close Highway 15 at the intersection of Seward Street and Highway 15 for the Parade from 3:30 p.m. to 7:00 p.m.; and

WHEREAS, the road closure described above must be approved by the State of Nebraska Department of Roads;

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

The City Clerk is hereby authorized to forward this resolution to the State of Nebraska Department of Roads for the closing of Hwy 15 and Hwy 34 as defined above for the festivities to be held on the Fourth of July in Seward, Nebraska.

The Mayor declared the resolution adopted.

Dated: April 19, 2022

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

(SEAL)

2. Acceptance of a Master Agreement for Professional Services with Olsson, Inc. - City Administrator Butcher



MASTER AGREEMENT FOR PROFESSIONAL SERVICES

April 05, 2022

City of Seward, NE
Attn: Mayor and City Council
PO Box 38
Seward, Nebraska 68434

Re: **MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

Honorable Mayor and City Council:

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

The purpose of the Agreement is to provide the Client and Olsson with an operating agreement covering on-going services provided to Client. Upon request for services from the Client, Olsson will send to the Client a proposed **Work Order** for approval by Client. The Work Order will include the project location, anticipated start and completion dates, project description, compensation, and the Scope of Services. Olsson will commence work on individual projects upon receipt of a signed Work Order. An example of a Work Order is attached for your reference.

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

Olsson shall provide Client the Scope of Services for Projects as specified in each project Work Order. Olsson shall invoice Client for all services as outlined in each project Work Order. Olsson's services may vary for each project. Olsson shall not commence work on any Work Order without Client's prior approval in writing.

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

SCHEDULE FOR SERVICES

Details of the schedule for each project will be outlined in the Work Order.

COMPENSATION

Compensation for each project will be outlined in the Work Order. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of the invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Agreement and the Agreement will represent the entire understanding between Client and Olsson with respect to any project subject to a Work Order. The Agreement may only be modified in writing signed by both parties.

Unless otherwise set forth in writing, Client’s designated representative shall be the City Administrator.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client’s designated representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 

Rustin Hartman, Vice President

By 

Erik Eihusen, Team Leader

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

City Of Seward, NE

By _____
Signature

Printed Name _____

Title _____

Dated: _____

- Attachments
- Work Order (Example)
- General Provisions

(Example - Do Not Use - See Master Agreement Work Order)

WORK ORDER

This exhibit dated _____ is hereby attached to and made a part of the Master Agreement for Professional Services dated _____ between _____ ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: _____
Project Description: _____

(Scope of Services, Schedule for Services, and Compensation shall be defined on a case by case basis.)

TERMS AND CONDITIONS OF SERVICE

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

Client's designated Project representative shall be _____.

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

OLSSON, INC.

By _____
Type Name Here (Optional)

By _____
Type Name Here (Optional)

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

NAME OF CLIENT

By _____
Signature

Print Name _____

Title _____

Dated: _____

Attachments
(If Applicable)

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated April 05, 2022 between City of Seward, NE ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

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

SECTION 1—OLSSON'S SCOPE OF SERVICES

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

SECTION 2—ADDITIONAL SERVICES

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

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

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

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

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

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

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

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

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

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

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

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

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

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

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

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

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

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

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

SECTION 3—CLIENT'S RESPONSIBILITIES

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

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

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

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

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

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

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

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

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

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

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

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

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

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

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

3.8 Client shall bear sole responsibility for:

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

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

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

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

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

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

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

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

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

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

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

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

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

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

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

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

SECTION 5—TERMINATION

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

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

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

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

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

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

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

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

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

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

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

6.2 Arbitration or Litigation

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

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

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

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

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

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

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

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

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

7.4 Prevailing Wages

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

7.5 Samples

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

7.6 Standard of Care

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

7.7 Force Majeure

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

7.8 Equal Employment Opportunity

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

7.9 Confidentiality

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

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

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

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

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

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

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

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

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

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

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

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

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

addition to its other rights to seek injunctive relief for any violation of this Agreement.

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

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

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

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

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

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

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

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

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

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

7.11 Controlling Law and Venue

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

7.12 Subconsultants

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

7.13 Assignment

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

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

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

7.14 Indemnity

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

7.15 Limitation on Damages

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

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

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract

and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

3. Consideration of an Offer Received to Purchase Land within the Commercial Rail Campus Development Area - City Administrator Butcher
 - A. Consideration of a Purchase Agreement with IHC Properties, LLC

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the “Agreement”) is made and entered into on _____, 2022, by and between the City of Seward, Nebraska, a Nebraska municipal corporation (the “Seller”), and IHC Properties, LLC, a Nebraska limited liability company (the “Buyer”).

RECITALS

A. Seller is the owner of certain real property (the “Property”) legally described as:

**SEWARD RAIL CAMPUS PUD ORIGINAL ADDITION REPLAT OF
BLOCKS 2 AND 3 BLOCK A LOT 2 & ADJ VAC WALKER RD**

B. Seller desires to sell and Buyer desires to acquire the property subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of, and based on, the foregoing Recitals and the mutual promises and agreements set forth below, the parties agree as follows:

1. Transfer of Property.

1.1 Sale and Purchase. At Closing (as hereinafter defined), Seller shall sell to Buyer, and Buyer shall purchase from Seller the Property.

1.2 Purchase Price and Payment. Buyer shall pay to Seller Two Hundred Fifty Seven Thousand One Hundred Seventy Eight Dollars and Twenty Four Cents (\$257,178.24) (“Purchase Price”), of which Two Thousand Five Hundred Dollars (\$2,500) (“Earnest Money Deposit”) shall be made payable to Title Services of Blue Valley, LLC (“Title Company”) within three (3) days of the execution of this Agreement, and the balance, without interest, of Two Hundred Fifty Four Thousand Six Hundred Seventy Eight Dollars and Twenty Four Cents (\$254,678.24) shall be payable at Closing, subject to adjustments and prorations as herein provided.

1.3 Closing. The final purchase and sale of the Property (the “Closing”) shall take place on or before September 1, 2022 at the Title Company’s office located in Seward, Nebraska or at such other time, date and place as the parties may mutually agree. In no event shall Closing occur fewer than thirty (30) days following Due Diligence Period, unless Buyer and Seller shall jointly waive said requirement in writing.

1.4 Due Diligence Period. Upon execution of this Agreement, Buyer shall have ninety (90) days (the “Due Diligence Period”) to inspect and conduct its own analysis of the property, all costs and expenses associated with such inspection and analysis to be paid by Buyer. At any time prior to the completion of the Due Diligence Period, Buyer shall have the right to terminate this Agreement in Buyer’s sole and

absolute discretion and in the event of such termination Buyer shall recuperate its Earnest Money Deposit. Buyer shall have the right to extend the Due Diligence Period for a period of sixty (60) days if a lease has not been executed as contemplated in Section 1.5 below.

1.5 Lease Contingency. Buyer's obligation to purchase the Property at Closing shall be contingent upon Buyer executing a lease for the Property between Buyer and a tenant, such lease to be executed prior to Closing as defined herein. Buyer shall have the right to extend the Due Diligence Period up to sixty (60) a lease has not been executed at the end of the initial Due Diligence Period. Buyer retains the right to waive this Lease Contingency and proceed to closing as otherwise allowed under the terms of this Agreement.

1.6 Title and Possession. Seller agrees to deliver at Closing a general warranty deed to the Property conveying to Buyer marketable title to the Property, free and clear of all mortgages, deeds of trusts, leases, encumbrances, liens, statutory rights or covenants, except for easements and restrictions of record that are acceptable to Buyer. Seller shall deliver possession of the Property to Buyer at the time of Closing.

1.7 Title Insurance. Within ten (10) days from the execution of this Agreement, Seller shall furnish Buyer with a commitment for an owner's policy of title insurance, prepared by Nebraska Title, with copies of all easements, in the amount of Purchase Price, which insures marketable title to the Property, subject only to easements and restrictions of record that are acceptable or deemed acceptable to Buyer. Absent timely objection, any easement or restriction identified in the commitment shall be deemed acceptable to Buyer. Seller shall have a reasonable period to cure any unacceptable easement or restriction. The premium for the owner's title insurance policy and the closing fee of the Title Company shall be divided equally between Seller and Buyer.

1.8 Taxes, Assessments, and other Costs. Seller shall be responsible for all taxes relating to the Property for the year preceding Closing and all prior years as well as all special assessments levied prior to Closing. Taxes relating to the Property for the calendar year when Closing occurs shall be pro-rated as of the date of Closing. Seller shall pay all documentary stamp taxes and Buyer shall pay the filing fee which becomes payable upon recordation of the warranty deed.

1.9 Remonstrance Contingency. The Closing of this sale is contingent upon the Seller not receiving a remonstrance against this sale within 30 days after passage and publication of an ordinance directing the conveyance of the Property in accordance with the procedures set forth in Neb. Rev. Stat. § 16-202 and Seward Municipal Code § 340-1.2. If the Seller receives such a remonstrance, this Agreement shall be null and void and the Buyer shall be entitled to a full refund of Buyer's Earnest Money Deposit as Buyer's sole recourse against the Seller for its inability to convey the Property to the Buyer.

1.10 Purchase Agreement Preparation and Legal Representation. The cost of preparation of this Purchase Agreement shall be paid by Seller, which shall be prepared by the law firm of Hoffschneider Law, P.C., LLO. Should Buyer choose to be represented by legal counsel, Buyer shall be responsible for all of their own attorney fees and costs charged to Buyer by Buyer's attorney.

1.11 Tax Increment Financing Contingency. Buyer's obligations hereunder shall be conditioned upon the Property being designated as a "community redevelopment area" and Buyer's tax increment financing application to the Seward Community Redevelopment Authority being approved and the Seward City Council and Buyer having approved the terms of the redevelopment agreement for the Property in accordance with the Nebraska Community Development Law (Neb.Rev.Stat. 18-2101 et al.).

2. Representations and Warranties.

2.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

2.1.1 Hazardous Substances. Seller hereby represents that the Property does not contain any known substances deemed hazardous under any applicable Local, State and Federal laws and regulations. Seller acknowledges that it has made such representations and that such representations are a material inducement to Buyer to enter into this Agreement. In the event hazardous substances are discovered on the Property, Buyer may terminate this Agreement by written notice to the Seller, and the Buyer shall receive a refund of all money deposited with the Title Company.

2.1.2 Maintenance of the Property. Until possession is given to Buyer, Seller will keep and maintain the Property in as good condition as it now is, reasonable wear and tear excepted.

2.1.3 No Brokerage Agreement. Seller has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Buyer to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby. Seller acknowledges that Kelly R. Hoffschneider of Hoffschneider Law, P.C., LLO is a licensed real estate broker in the State of Nebraska, but has not been retained in that capacity.

2.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

2.2.1 Brokerage Agreement. Buyer and Seller acknowledges that Buyer has entered into a contract, arrangement or understanding with real estate salesperson Jared Froehlich of NAI FMA Realty which shall require Seller to pay

a brokerage fee of three percent (3%) of the Purchase Price in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby, due at Closing.

3. Default

3.1 Default of Seller. If Buyer shall perform all of its obligations and terms of this Agreement, and Seller shall default in the performance of any of the terms and conditions of this Agreement, Buyer may elect to terminate this Agreement, and shall be entitled to a return of the Earnest Money Deposit under Paragraph 1.2 of this Agreement, and to pursue any other legal or equitable remedies against Seller, including, without limitation, a suit for specific performance.

3.2 Default of Buyer. If Seller shall perform all its obligations under the terms of the Agreement, and Buyer shall default in the performance of any of the terms and conditions of this Agreement, the Seller may, at their option, elect to terminate the Agreement and receive and retain the Earnest Money Deposit under Paragraph 1.2 of this Agreement, and pursue any other legal or equitable remedies against Buyer, including, without limitation, a suit for specific performance.

4. Miscellaneous.

4.1 Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

4.3 Further Assurances. Each of the parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action, whether prior to or subsequent to Closing, as may be necessary to more effectively consummate the intent and purpose of this Agreement.

4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

4.5 Notices. All notices, requests, demands, objections and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or 48 hours after being mailed registered or certified mail, return receipt requested, postage prepaid, to the party at the following address or to such other address as any party hereto may from time to time in writing designate to the other parties:

If to Seller: Greg Butcher
P.O. Box 38

537 Main Street
Seward, NE 68434

With a Copy to: Kelly R. Hoffschneider
Hoffschneider Law, P.C., LLO
1120 K Street, Suite 200
Lincoln, NE 68508

If to Buyer: Troy Bridgford, President
IHC Properties, LLC
3301 S 7 Street, Suite C
Lincoln, NE 68502

4.6 Survival and Nonmerger. All terms, conditions, obligations, representations and warranties contained in this Agreement shall survive the execution hereof and the Closing hereunder, including, but not limited to, the execution and delivery of any deed related to the Property to be conveyed hereunder and shall not merge into any deed.

4.7 Time is of the Essence. For purposes of the respective obligations of the parties hereto, the parties agree that time is of the essence in the performance of their respective obligations hereunder.

4.8 Risk of Loss. All risk of loss and damage to the Property or other casualty until Closing is assumed by the Seller.

4.9 Severability. If for any reason whatsoever any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid, as applied to any particular case or in all cases, such circumstance shall not have the effect of rendering such provision invalid in any case as of rendering any other provision of this Agreement inoperative, unenforceable, or invalid.

4.10 Captions. The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions therein, or conditions thereof.

SELLER:

CITY OF SEWARD

Joshua Eickmeier, Mayor

BUYER:

IHC Properties, LLC

By: _____
Troy Bridgford, President

B. Consideration of an Ordinance to Direct the Conveyance of Real Property to IHC Properties, LLC

**ORDINANCE NO. 2022-5
CITY OF SEWARD, NEBRASKA**

AN ORDINANCE TO DIRECT THE CONVEYANCE OF REAL PROPERTY TO IHC PROPERTIES, LLC; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

SECTION 1. The City of Seward, Nebraska ("City") owns certain real property legally described as:

Lot 2 and the adjacent vacated Walker Road, Block A, Replat of Blocks 2 and 3, Seward Rail Campus PUD Original Addition Final Plat, and a portion of the SE 1/4 of the SE 1/4 of Section 29, Township 11 North, Range 3 East of the 6th P.M., City of Seward, Seward County, Nebraska.

Herein after referred to as "Property".

SECTION 2. The City currently owns and maintains the Property.

SECTION 3. The City desires to convey the Property to IHC Properties, LLC.

SECTION 4. The City hereby approves the conveyance and transfer of the Property to IHC Properties, LLC in accordance with Nebraska law and the Seward Municipal Code.

SECTION 5. The Mayor of the City is hereby authorized to execute a Purchase Agreement and warranty deed and to take all actions necessary to effectuate the transfer of the Property to IHC Properties, LLC.

SECTION 6. Pamphlet Form; Publication, When Operative. This ordinance shall be published in pamphlet form and shall be in full force and effective from after its passage, approval, and publication or posting as required by law and city ordinance.

Passed and approved this _____ day of _____, 2022

CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

(SEAL)

4. Amendment to the Rules & Regulations for Seward Cemeteries: Updated Cemetery Foundation Requirements - City Administrator Butcher

SEWARD CEMETERIES

Rules and Regulations

All lot owners are required to maintain their property in a neat and dignified manner for the proper operation and use of the Cemetery.

1. Cemetery speed limit is 10 mph.
2. PROHIBITED ITEMS:
 - A. Alcoholic beverages
 - B. Barriers such as chains, hedges or railings of any kind
 - C. Planting of shrubs, flowers, bulbs, trees or similar plants
 - D. Permanent planters
 - E. Glass or breakable containers or items
3. April 1 - October 31: no items allowed on or in the grass area.
4. November 1 - March 31: appropriate items are allowed on the grass.
5. Scattering of ashes will be permitted in a designated area of Fourth Addition, Seward Cemetery, under the supervision of City of Seward Cemetery Personnel. (See Fee Resolution)
6. A fee will be assessed for entering a name on the City of Seward Cemetery records in the following situations: A. regardless of an existing monument; B. no earth burial; C. no burial of ashes. (See Fee Resolution)
7. DIGNIFIED tributes may be placed on the monument or concrete pad as long as they do not distract from the sanctity and dignity of the cemetery grounds nor interfere with grounds maintenance. The City reserves the right to remove undignified, unsightly, offensive, or inappropriate items.
8. The City will not be responsible for any damage to monuments, markers, or foundations caused by an act of God, weather, falling limbs, trees, or vandals.
9. ~~All cemetery foundations will be pin to pin with a 6" wash front and back, 8" minimum depth, flush with the ground at the highest point. Stones will be in line with all other stones (exception is the Veteran's Section). All monuments and markers will be set on a foundation of granite, marble or concrete. The foundation will be of the appropriate size for the monument or marker and will have a 5" minimum margin. The foundation is NOT to exceed the size of the grave space OR run from pin to pin.~~
10. Temporary markers, if provided by the mortuary per family request, will be affixed to a concrete paver approximately 8"H X 16"W X 3"D by City Cemetery personnel. These temporary markers will be kept in place for a period of one year. If after one year, a permanent foundation or monument is not placed by an authorized monument setting company per family request, the temporary marker will be removed.
11. The City reserves the right to alter these rules in the best interest of the cemetery property.

SPECIAL MEMORIAL DAY REGULATIONS

All dignified tributes will be allowed on the grass or monument areas seven (7) days prior to Memorial Day and must be removed fourteen (14) days after Memorial Day.

CEMETERY LOT PURCHASING POLICY REGARDING DAMAGE TO MONUMENTS

The City of Seward takes pride in the perpetual care of all City of Seward cemeteries. All employees who work in the cemeteries shall operate in a respectful and dignified manner at all times while performing their duties. Employees are required to take reasonable precautions to protect and preserve the foundations, monuments, and markers placed on the cemetery grounds.

Unfortunately, on rare occasions, damage occurs to foundations, monuments or markers by thieves, vandals, weather, acts of God, or by accident. In order to continue to provide the best possible care for these cemeteries and in the best interests of the taxpayers of this community, the City of Seward disclaims all responsibility for loss or damage or damage to foundations, monuments, markers or other personal property placed upon the lots purchased.

The City of Seward encourages lot owners, their heirs or legal representatives to secure whatever insurance is available to protect against damage to foundations, monuments, markers or items on individual lots.

5. Update on Progress for Restricting Trucks on E Seward and E Jackson, between N Columbia Avenue and Lindell Avenue - City Administrator Butcher
6. Consideration of a Resolution Placing a Speed Bump on E Seward Street Between N Columbia Avenue and Lindell Avenue - City Administrator Butcher

Petition for Speed Bump

To the City Council of Seward, Ne:

The undersigned property owners/residents of E Seward St (between Columbia Ave and Lindell Ave) request the installation of a speed bump to be placed at the bottom of the E Seward St on the concrete portion of said street, west of the intersection of E Seward St with Lindell Ave/Plum Creek Lane, for the purpose of slowing traffic flow.

Signature	Address	Date
Marcia Karel	194 E. Seward	4-10-22
Daniel Karel	194 E. Seward	4/10/22
Dave Frahm	198 E. Seward	4/10/22
Nancy Brant	198 E Seward St.	4/10/22
Tara O'Neal	236 E Seward St	4/10/22
Emily O'Brien	236 E Seward St	4/10/22
Chris O'Neil	199 E SEWARD ST	4/10/22
Bob	141 E. SEWARD ST.	4/10/22
Mike	141 E. SEWARD ST	4/10/22
Mark Sabun	110 E. Seward St.	4/10/22
Joseph R. Mize	140 E. Seward St	4/10/22
Maria B. Mize	140 E Seward	4/10/22
Beth Haas	122 E Seward	4/10/22
Steve Haas	122 E. Seward	4/10/22
Kevin Thawee	151 E. Seward St.	4/10/22
Tracey Kozzare	1108 E Seward St.	4/10/22
Angela	184 E Seward St	4-10-22
John Matzke	183 E. Seward St	4-11-22
Katie Groth	175 E. Seward St	4-11-22
Amanda Deidel	184 E. Seward St.	4-11-22
Pat Sch	217 E Seward St	4/11/22
John Sch	214 E Seward St.	4-11-22
Tom Matzke	116 S Columbia	4-13-22
Denise Matzke	116 S Columbi	4.13.22

RESOLUTION NO. 2022-16

WHEREAS, Section 382-2.28 of the City Code of the City of Seward, Nebraska provides that the City may, by Resolution, designate and place stop signs, or other signs, signals, standards or mechanical devices in any street or alley under the Municipality's jurisdiction for the purpose of regulating traffic thereon and

WHEREAS, it is deemed necessary to place the following improvements and signage on the street hereinafter designated in the City of Seward, Nebraska;

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

A. A speed bump sign shall be installed at an appropriate interval on East Seward Street, west of the intersection of Seward Street and Lindell Avenue/Plumb Creek Lane. The speed bump shall be placed within the current concrete portion of East Seward Street and not in any brick portion of the roadway.

B. Appropriate signs shall be erected and maintained informing traffic of the placement of the speed bump on such street accordingly.

The Mayor declared the resolution adopted.

Dated: _____, 2022

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

(SEAL)

7. Consideration of an Interlocal Cooperation Agreement with Seward County for the East Seward Street Improvements Project (City limit to Highway 34) and Authorization for Mayor to Sign All Documents - City Administrator Butcher

**East Seward Road Maintenance and Improvement
Interlocal Cooperation Agreement
Between Seward County and the City of Seward**

WHEREAS, Seward County (hereafter 'County') and the City of Seward (hereafter 'City') desire to enter into an Interlocal Agreement to coordinate efforts for the organized and timely maintenance and future reconstruction of East Seward Road; and

WHEREAS, both parties hereto are political subdivisions duly organized and incorporated within the laws in accordance with the laws of the State of Nebraska; and

WHEREAS, it would be in the best interests of County and City that the proposed project to reconstruct to a concrete surface with portions of curb and gutter and storm water sewer system, East Seward Road as such roadway lies between the current City limit east and south to the intersection of U.S. Highway 34, which such proposed project shall be called the 'East Seward Road Improvements'; and

WHEREAS, the Interlocal Cooperative Act, Neb. Rev. Stat. §13-801 to §13-827, permits local governmental units to make the most efficient use of their powers to enable them to cooperate with other governmental units in an effort to provide services and facilities in a manner that will accord with the needs of their local communities; and

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. County and City agree that no joint entity will be created pursuant to this Interlocal Agreement, and that the City shall administer the obligations and oversight contained herein; and
2. The County and City shall each designate liaisons for the project, whom shall be the primary contacts between the two entities, and
3. No real or personal property will be purchased jointly pursuant to this Interlocal Agreement; and
4. County and the City agree for the County to handle all current maintenance of East Seward Road from the current city limit to the intersection of U.S. Highway 34 (aka McKelvie Road), as well as that portion of Goldenrod Lane outside of the Ridge Run PUD area and adjacent to Lots 2 & 3, East Seward Heights Addition, Seward County, Nebraska, and
5. County and the City agree for the City to handle all future maintenance of East Seward Road from the current city limit to the intersection of U.S. Highway 34 (aka McKelvie Road), as well as that portion of Goldenrod Lane outside of the Ridge Run PUD area and adjacent to Lots 2 & 3, East Seward Heights Addition, Seward County, Nebraska, upon completion of the 'East Seward Road Improvements' outlined herein, and
6. City will prepare and revise construction documents to develop a cohesive plan for the proposed construction, to be made a part of the contract documents, which will be combined to be one set of contract documents for the 'East Seward Road Improvements' project, and the City will assume the position of 'Owner' in all contract documents, and

7. City will ensure that any contract document is in compliance with relevant Nebraska State Law to include but not limited to: Neb. Rev. Stat. §4-114, §48-657, §48-2911, §52-118, and §73-101. Further, City will ensure that any contract document with the 'East Seward Road Improvements' project includes the following provisions:
 - a. Activities performed by contractor staff will be under the supervision and control and performed as employees or independent contractors of the Contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Provisions of the Internal Revenue Code, Nebraska revenue and taxation law, Nebraska workers' compensation law, and Nebraska employment insurance law, and other applicable laws. Further, Contractor agrees to, and shall indemnify and hold harmless the County and City, including without limitation, its employees and independent contractors, from any all losses, liabilities, claims, damages and expenses, incurred or suffered by an independent contractor or employee of Contractor while such independent contractor or employee is engaged in performing services pursuant to this provision of the contract.
 - b. Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap. In the event on noncompliance by Contractor, Owner shall impose such contract sanctions to include:
 - i. Withholding of payments to Contractor under the contract until Contractor complies, and/or
 - ii. Cancellation, termination or suspension of the contract, in whole or in part.
8. County agrees to contribute two hundred thousand dollars (\$200,000.00) to the project, and all remaining costs associated with the East Seward Road Improvements, shall be the responsibility of the City. City will process payments during design, engineering, and construction for which work has been done for the 'East Seward Road Improvements'. The City shall provide the County with construction receipts totaling \$200,000.00 or more for grading and construction of the roadway surface, upon receipt and approval of such costs, County shall provide payment to City of their portion of the project cost, and
9. Any and all change orders shall be approved by the City and notice shall be provided to the County primary contact, and
10. Any and all costs associated with the movement or adjustment of water, wastewater, or electrical utilities will be at the sole cost of the City, and
11. The term of this Interlocal Agreement shall commence upon its execution by both parties and terminate upon project completion and final payment for project costs by both parties respectively. Both County and City understand a projected project completion deadline of December of 2024, with a project construction schedule of approximately of one (1) year for completion, and
12. The cost of advertisement and all bidding services will be the responsibility of and will be conducted by the City of Seward, and

13. City shall provide on-site observation and oversight, hold monthly project progress meetings, review shop drawings, review test results, coordinate partial payments, coordinate change orders or field orders, and make approval recommendations for the 'East Seward Road Improvements' project, with City staff or a qualified consultant. The County liaison may attend said meetings upon request, and
14. Each entity that is a party to this Interlocal Agreement agrees to indemnify and hold harmless, protect and defend the other as well as its elected and appointed officials, employees and representatives against any and all claims, demands, suits, actions, payments and judgments, including any and all costs and expenses connected therewith, for the damages asserted, claimed or recovered against the other or its insurers, because of personal injury, including bodily injury or death, or on account of property damage, in any way connected with or resulting from the work associated with this agreement, and
15. Each entity shall maintain general liability insurance coverage of not less than one million dollars per occurrence and two million dollars annual aggregate covering personal injury, including bodily injury and property damage involved with this agreement. Each party will carry automobile liability limits of not less than one million dollars single limit. Each party will maintain responsibility for providing its workers with worker's compensation coverage and for any claims associated with its employees.

Witness our hand and seal as set forth in duplicate original agreement.

Seward County, Nebraska

John Culver, Chairman
Seward County Board of Commissioners

Attest:

Seward County Clerk

Dated this ____ day of _____, 2022.

City of Seward, Nebraska

Josh Eickmeier, Mayor
City of Seward City Council

Attest:

2022__.
City Clerk

Dated this ____ day of _____,

DRAFT

CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 4/19/22

- Monitoring a number of street projects Waverly Road (seeding and painting), design work on East Seward, East Hillcrest, Plum Creek Bridge on Hillcrest.
- Working on finalizing grants for Petsource/Rail Campus – EOP.
- Assisting City Attorney with a number of real estate items and related matters.
- Briefed with Wellness Center Committee on a number of legislative items related to grant funding. Reviewed budget for Wellness Center with various entities. Presented at the Wellness Center Open House on 4/13/22.
- Reviewed a number of floodplain permits.
- Answering DTR Grant questions as they come in, collected applications, reviewed, and forwarded to SENDD for further review.
- Reviewed items for Petsource expansion TIF application, held CRA meeting 4/13/22.
- Worked with City Engineer on truck route options, signage, and location. Reviewed an extensive amount of options and information.
- Assisted with Junior Achievement at the Seward Elementary School.
- Preparing meeting for CDBG Reuse Loan Fund for review of terms for Bottle Rocket Brewing Loan.
- Began review of all employee 6 month targets and performance evaluations.
- Reviewed Wastewater Treatment Plant design items related to internal pump system in future facility.
- Attended Seward Elementary Improvement Team meeting.
- Attended the Career Day even for High School Freshmen in SPS.
- Met on grade with City Engineer, Street Superintendent and Planning Director to prepare sidewalk project on north side of Courthouse Square.
- Met with both High School Head Basketball Coaches to discuss recreational programming options in the future.
- Met with SEH Engineers to review preliminary work completed on the new Wastewater Treatment Plant. Met for a tour with staff and Councilmembers Miller and Stryson at current plant.
- Met with chair of the Cemetery Board to review regulation changes and help set special Cemetery Board meeting.
- Assisted City Clerk/HR Director with deduction authorization requirements for City staff.
- Met with Chair of the Tree Board to work on updates to the City Re-Leaf program.
- Completed a month long public records request (779 pages) related to the Highway 15 up coming project, had City Attorney review all documents for compliance with rules, regulations, and statutes.
- Met with County Commissioner Zabrocki to finalize a draft interlocal agreement for East Seward Street improvements.
- Met with City Clerk to work on updates to Employee Handbook.
- Worked on ROW fee items related to ALLO implementation.
- Preparing for ARPA funds annual report.

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

Police Department

- Suicide Prevention Coalition.
- Completed Target Goals.
- Background investigations on three PO-I applicants.

City Clerk/Human Resources/City Hall

- Awaiting next steps from Chief Peters on Police Officer Vacancy.

- Complete Section 3 review this week on the Employee Handbook. Reviewing target system and working with Greg on potential revisions.
- Working with Department Heads on getting some details modernized for updated job descriptions.

Water/Wastewater Department

- No report this week.

Parks and Rec/Cemetery/Golf/Pool

- Cemetery Board meeting was held on Monday.
- Turning on irrigation at 4 Plex and soccer fields.
- Put up screens at Pickle Ball Courts.

Civic Center

- Meetings as usual.

Electric Department

- Set poles on 8th Street (500 to 600, and 800 block). Hang transformers and transfer wire.
- Pull old poles and backfill.
- Finalize truck specs.

Street Department

- Street repair 1st and Hillcrest.
- Open streets at 1st and Pearl.
- Spring sweeping.
- Start to pull brick in front of chapter books etc.

Library

- CLOSED Sunday for Easter.
- Planning May the 4th Star Wars party.
- Planning May 5th Marie Kondo organization webinar.
- Planning summer events.

Building Inspection/Planning Department

- The Planning Commission Meeting for April included Petsource TIF and the Stormwater ordinance was pushed back to May.
- Property maintenance violation letters.
- Continue to work on 2018 code updates.
- Inspections and plan reviews.

Engineering

- Biosolids report on Wastewater.
- Meeting was held, 90% plan set review, tower logo design, SRF funding application and communication provider requirements for Water Tower.
- Traffic count analysis, monitor design and acquire ROW for Plum Creek Bridge.
- Site visit w/Greg over sidewalk, review and comment on interim plan set, verify deeds and acquire ROW for East Hillcrest Drive.
- Prep for seeding and ROW paperwork for Waverly Road (City).
- Change orders (lane marking) for Waverly Road (County).

Finance Dept.

- March financials for the City.
- Prep budget worksheets for Department Heads.
- Training w/ Emily on Step Increase/Bonus.

**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