



CITY OF SEWARD
City Council
Regular Meeting
Agenda

Tuesday, July 16, 2024

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, July 16, 2024, in the Council Chambers, 142 N 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

This is an Open Meeting of the Seward Nebraska Governing Body. The City of Seward abides by the Nebraska Open Meetings Act in conducting business. A copy of the Nebraska Open Meetings Act is displayed on the north wall of this meeting room facility as required. Disclosure of meeting recording processes is posted in the Meeting Room. 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: June 2024

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	3	\$ 20,799.05	\$ 8,246,443.80
REMODEL/ADDIT.	8	\$ 1,215.80	\$ 355,369.58
ACCESSORY	9	\$ 188.20	\$ 23,389.91
RELOCATE	11	\$ 549.00	\$ 157,886.17
ELECTRIC			
PLUMBING	11	\$ 570.00	
MECHANICAL	10	\$ 825.00	
SEWER TAP	3	\$ 750.00	
TEMP. WATER	2	\$ 240.00	
WATER TAP	3	\$ 2,486.00	
TEMP. ELEC.	3	\$ 150.00	
ELECTRIC SER.	3	\$ 2,000.00	
TOTALS	66	\$ 29,773.05	\$ 8,783,089.46

LAST YEAR: June 2023

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	5	\$ 10,982.80	\$ 1,519,504.43
REMODEL/ADDIT.	24	\$ 2,199.20	\$ 472,307.28
ACCESSORY	21	\$ 7,217.83	\$ 26,815.25
RELOCATE	70	\$ 3,746.00	\$ 990,256.60
ELECTRIC		\$ -	\$ -
PLUMBING	17	\$ 1,070.00	\$ -
MECHANICAL	15	\$ 2,115.00	\$ -
SEWER TAP	5	\$ 1,250.00	\$ -
WATER TAP	5	\$ 4,770.00	\$ -
TEMP. ELEC.	5	\$ 250.00	\$ -
ELECTRIC SER.	5	\$ 1,000.00	\$ -
TOTALS	172	\$ 34,600.83	\$ 3,008,883.56

YEAR TO DATE January to December 2024

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	11	\$ 35,118.18	\$ 10,918,821.35
REMODEL/ADDIT.	74	\$ 13,150.80	\$ 6,984,706.03
ACCESSORY	61	\$ 1,775.12	\$ 148,691.93
RELOCATE	51	\$ 4,778.00	\$ 1,862,404.88
ELECTRIC		\$ -	\$ -
PLUMBING	81	\$ 7,177.72	\$ -
MECHANICAL	52	\$ 6,930.20	\$ -
SEWER TAP	9	\$ 2,250.00	\$ -
TEMP. WATER	8	\$ 960.00	\$ -
WATER TAP	9	\$ 7,514.00	\$ -
TEMP. ELEC.	6	\$ 300.00	\$ -
ELECTRIC SER.	6	\$ 2,600.00	\$ -
TOTALS	368	\$ 82,554.02	\$ 19,914,624.19

YEAR TO DATE January to December 2023

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	17	\$ 36,545.86	\$ 5,575,127.53
REMODEL/ADDIT.	109	\$ 14,037.34	\$ 3,793,718.05
ACCESSORY	71	\$ 10,689.33	\$ 250,849.31
RELOCATE	297	\$ 19,115.00	\$ 6,393,159.79
ELECTRIC		\$ -	\$ -
PLUMBING	62	\$ 4,695.00	\$ -
MECHANICAL	58	\$ 15,831.00	\$ -
SEWER TAP	16	\$ 4,000.00	\$ -
WATER TAP	16	\$ 17,729.00	\$ -
TEMP. ELEC.	14	\$ 700.00	\$ -
ELECTRIC SER.	16	\$ 3,300.00	\$ -
TOTALS	676	\$ 126,642.53	\$ 16,012,854.68

OPEN Property Maintenance Code Violation Report

					Updated 7-10-2024
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2024					
662 N 7th St	Weeds and grass	7/15/2024	Amanda Reed 662 N 7th St	Phone, Cert letter	7-10-2024 CSO Arena noted Ms. Reed now resides in Colorado, he left a message at the contact number. Mailed Cert. letter to address, will continue to persue forwarding address.
728 N 7th St	Trash, weeds, pests, dirty pool	6/17/2024	Aaron Smelker	Phone call	7-10-2024 CSO Arena delivered 5 day mowing notice and orders, deadline Monday 7-15-2024 6-12-2024 CSO Shannon Arean made contact with the owner and they said it would be cleaned up by Monday 6-17.
317 S 3rd St	Grass/weeds	5/20/2024	Cottonwood Rentals/Sarah Moore	Phone Call	5-15-2024 CSO Arena contacted Sarah Moore stating the grass is still not cut. She has till Monday to get it done or the City will go in and mow and assess the allowed fee. 5-10-2024 Dworak contacted Sarah Moore regarding the grass height. She said she has a company hired and they were suppose to have mowed. It to be done over the weekend.
416 N 1st	Trash/Garbage	4/22/2024	Rudolph Nuttleman		CSO Arena received the call. 4-15-24 he will take pictures of the issue, notified the landowner and give 1 week to remedy the issue.
107 South St	Protective treatment, decayed siding, soffits and facsias, windows boarded up, decayed roof	6/4/2024	Jane Kroeger	In Person	6-11-2024 Met with Jane on site, she signed the inspection warrant waiver and allowed the City entry to the property. A timeline has been requested.
		4/15/2024		Certified Mail	5-16-2024, received the green cert card back showing she received the letter. Waiting on updates from the owner. Mailed Cert. letter of violation and Inspection Warrant Waiver to inspect the interior of the structure.

OPEN Property Maintenance Code Violation Report

1115 N Columbia	Protective treatment, decayed siding, soffits and facsias, decayed roof	5/28/2024	Lori Canning 1115 N Columbia Seward, NE 68434	Phone Call	7-10-2024 Evan continues to remove clutter, once done we will meet for a construction schedule. Evan Canning let me know Lori has been relocated into an apartment and a contract with Saalfeld Construction has been signed. Craig Saalfeld said mid to late July start date, materials have been ordered.
--------------------	---	-----------	---	------------	---

2. City Treasurer Report

Pledges By Pledgee And Maturity

BBA

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 6/30/2024

Page 9 of 40

Receipt# Safekeeping Location	CUSIP Location	ASC 320 Description	Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
COMM: COMMERCE BANK	164543BF6	AFS CHERRY CO NE 40	12/15/40		3.00	Aa3	200,000.00 100.00%	200,000.00	201,024.78	199,366.00
COMM: COMMERCE BANK	082152CN7	AFS BENNET VLG-REF NE 26	02/15/26		0.75		185,000.00 100.00%	185,000.00	185,000.00	176,743.45
COMM: COMMERCE BANK	148006EZ8	AFS CASS CO SD #1 NE 26	12/15/26		2.35		200,000.00 100.00%	200,000.00	200,000.00	187,658.00
COMM: COMMERCE BANK	25932KCL7	AFS DOUGLAS SID #404-REF NE 27	08/15/27		1.75		225,000.00 100.00%	225,000.00	225,000.00	216,695.25
COMM: COMMERCE BANK	869325CL2	AFS SUTHERLAND -REF NE 28	06/15/28		0.95		140,000.00 100.00%	140,000.00	140,000.00	127,465.80
COMM: COMMERCE BANK	25932KCM5	AFS DOUGLAS SID #404-REF NE 28	08/15/28		1.85		230,000.00 100.00%	230,000.00	230,000.00	218,398.80
COMM: COMMERCE BANK	25933AFG6	AFS DOUGLAS SID #492-REF NE 28	08/15/28		3.20		175,000.00 100.00%	175,000.00	175,000.00	169,543.50
COMM: COMMERCE BANK	123540GD2	AFS BUTLER CO SD - 0056 NE 28	12/15/28		1.35		150,000.00 100.00%	150,000.00	150,000.00	136,953.00
COMM: COMMERCE BANK	80373YCT1	AFS SARPY CO SID #158-REF NE 29	11/15/29		3.10		155,000.00 100.00%	155,000.00	155,000.00	149,536.25
COMM: COMMERCE BANK	920340BQ8	AFS VALPARAISO RURAL FIRE NE 3C	07/15/30		2.10		75,000.00 100.00%	75,000.00	75,000.00	69,536.25
COMM: COMMERCE BANK	486890X92	AFS KEARNEY NE 30	10/15/30		2.60	A+	150,000.00 100.00%	150,000.00	150,000.00	145,680.00
COMM: COMMERCE BANK	0792124W3	AFS BELLEVUE-REF NE 30	12/15/30		3.10		250,000.00 100.00%	250,000.00	250,000.00	242,205.00
COMM: COMMERCE BANK	751265RA9	AFS RALSTON-VEHICLE NE 32	06/01/32		3.70		300,000.00 100.00%	300,000.00	300,000.00	300,108.00

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.
6/28/2024 9:17 AM - BLA / JNBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

Page 10 of 40

As Of 6/30/2024

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
								Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	25932WDR7	AFS	DOUGLAS CO #517 NE 32 08/15/32		2.70		235,000.00 100.00%	235,000.00	235,000.00	235,000.00	214,764.15
COMM: COMMERCE BANK	661675UB8	AFS	N PLATTE-REF NE 32 12/15/32		3.00	A	200,000.00 100.00%	200,000.00	200,000.00	200,000.00	196,448.00
COMM: COMMERCE BANK	80378TEW8	AFS	SARPY SID #257-REF NE 33 10/15/33		3.85		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	235,507.50
COMM: COMMERCE BANK	698864HR9	AFS	PAPILLION MUNI FACS NE 33 12/15/33		3.00	Aa1	175,000.00 100.00%	175,000.00	175,069.78	175,069.78	163,364.25
COMM: COMMERCE BANK	818468BN9	AFS	SEWARD-REF NE 33 12/15/33		2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	400,000.00	365,940.00
COMM: COMMERCE BANK	943776KA1	AFS	WAVERLY NE 34 06/01/34		2.95		335,000.00 100.00%	335,000.00	335,000.00	335,000.00	314,270.20
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	200,000.00	174,414.00
COMM: COMMERCE BANK	25929PDW6	AFS	DOUGLAS SID #491-REF NE 36 09/15/36		2.60		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	155,904.00
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	260,000.00	239,517.20
COMM: COMMERCE BANK	98676TCF8	AFS	YORK NE-B-REF NE 36 10/01/36		1.85		200,000.00 100.00%	200,000.00	198,915.12	198,915.12	163,028.00
COMM: COMMERCE BANK	23087RHC5	AFS	CUMING CO-B-REF NE 36 12/15/36		2.00		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	194,995.00
COMM: COMMERCE BANK	68905WFK3	AFS	OTOE CO NE SD #501-B NE 36 12/15/36		1.70	Aa2	200,000.00 100.00%	200,000.00	200,000.00	200,000.00	163,192.00
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	201,331.53	201,331.53	170,946.00

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.
6/28/2024 9:17 AM - BLA / JNBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 6/30/2024

Page 11 of 40

Receipt# Safetkeeping Location	CUSIP	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	25938WBX0	AFS DOUGLAS CO SID #562 NE 37 06/01/37		3.85		320,000.00 100.00%	320,000.00	320,000.00	288,601.60
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	187,640.60
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	169,724.00
COMM: COMMERCE BANK	25933VBY5	AFS DOUGLAS CO SANTN 559 NE 38 06/15/38		4.10		165,000.00 100.00%	165,000.00	165,000.00	149,859.60
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	250,242.50
COMM: COMMERCE BANK	80373RDR9	AFS SARPY CO DT #220-REF NE 38 08/15/38		4.05		170,000.00 100.00%	170,000.00	170,000.00	169,340.40
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	236,648.70
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	200,196.59	168,304.00
COMM: COMMERCE BANK	80379KDH0	AFS SARPY CO SID #272-REF NE 38 12/15/38		4.40		215,000.00 100.00%	215,000.00	215,000.00	200,741.20
COMM: COMMERCE BANK	25934MCK3	AFS DOUGLAS SID #531-REF NE 39 01/15/39		4.35		200,000.00 100.00%	200,000.00	200,000.00	185,266.00
COMM: COMMERCE BANK	25936ECH6	AFS DOUGLAS CO SID #561 NE 39 01/15/39		4.35		180,000.00 100.00%	180,000.00	180,000.00	166,739.40
COMM: COMMERCE BANK	25930BEE3	AFS DOUGLAS CO SID #504 NE 39 08/15/39		3.40		215,000.00 100.00%	215,000.00	215,000.00	182,367.30
COMM: COMMERCE BANK	25931EGP9	AFS DOUGLAS CO SAN #503 NE 39 08/15/39		2.65		225,000.00 100.00%	225,000.00	225,000.00	173,020.50

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.
6/28/2024 9:17 AM - BLA / JNBT

Pledges By Pledgee And Maturity

BBA

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

Page 12 of 40

As Of 6/30/2024

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
								Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	80372XBC1	AFS	SARPY CO SAN & IMPT NE 39 08/15/39		2.60		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	161,392.00
COMM: COMMERCE BANK	80372YDV5	AFS	SARPY CO SID#158-REF NE 39 08/15/39		2.95		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	171,418.00
COMM: COMMERCE BANK	25931BEJ1	AFS	DOUGLAS SID #507-REF NE 40 05/01/40		3.15		185,000.00 100.00%	185,000.00	185,000.00	185,000.00	151,979.35
COMM: COMMERCE BANK	25933VDM9	AFS	DOUGLAS CO SD #559 NE 40 05/15/40		3.40		175,000.00 100.00%	175,000.00	175,000.00	175,000.00	163,808.75
COMM: COMMERCE BANK	2593CLDG7	AFS	DOUGLAS CO NE SID#530 NE 40 09/15/40		3.00		150,000.00 100.00%	150,000.00	150,000.00	150,000.00	116,691.00
COMM: COMMERCE BANK	25933EEG9	AFS	DOUGLAS CO SAN & IMPT NE 4C 11/15/40		3.15		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	166,208.20
COMM: COMMERCE BANK	80388MBJ3	AFS	SARPY CNTY SANITATION NE 4C 12/15/40		4.00		240,000.00 100.00%	240,000.00	240,000.00	240,000.00	203,040.00
COMM: COMMERCE BANK	617775EV9	AFS	MORRILL CO NE 41 06/15/41		2.25		240,000.00 100.00%	240,000.00	240,000.00	240,000.00	186,609.60
COMM: COMMERCE BANK	25936EDY8	AFS	DOUGLAS CO SID #561 NE 41 07/15/41		2.90		235,000.00 100.00%	235,000.00	235,000.00	235,000.00	182,555.05
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	200,000.00	135,212.00
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	200,000.00	155,234.00
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	255,000.00	196,880.40
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	200,000.00	155,104.00

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.
6/28/2024 9:17 AM - BLA / JNBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 6/30/2024

Page 13 of 40

Receipt# Safekeeping Location	CUSIP	ASC 320 Description	Maturity	Prerefund	Pool/Type	Moody S&P	Original Face Pledged Percent	Pledged		Market Value	
								Original Face	Par		Book Value
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	200,000.00	144,830.00
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	235,000.00	162,352.10
COMM: COMMERCE BANK	25939HCU7	AFS DOUGLAS CO SID#563 NE 41	11/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	151,670.00
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	200,000.00	194,315.97	146,456.00
COMM: COMMERCE BANK	259327W42	AFS DOUGLAS CO SD #17 NE 41	12/15/41		4.00	AA	250,000.00 100.00%	250,000.00	250,000.00	257,762.84	253,230.00
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	250,000.00	193,192.50
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	275,000.00	186,012.75
COMM: COMMERCE BANK	808290FV7	AFS SCHUYLER NE 42	03/15/42		2.75		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	183,070.00
COMM: COMMERCE BANK	80376KBN2	AFS SARPY CO SID #334 NE 42	05/15/42		3.70		215,000.00 100.00%	215,000.00	215,000.00	215,000.00	186,119.05
COMM: COMMERCE BANK	25932XE66	AFS DOUGLAS CO SID #524 NE 42	09/15/42		4.65		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	241,362.50
COMM: COMMERCE BANK	25929MEM4	AFS DOUGLAS CO SID #405-R NE 42	11/15/42		3.55		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	190,327.50
COMM: COMMERCE BANK	25931EGT1	AFS DOUGLAS CO SAN & IMPT NE 42	11/15/42		5.25		300,000.00 100.00%	300,000.00	300,000.00	300,000.00	302,166.00
COMM: COMMERCE BANK	25937XCT7	AFS DOUGLAS CO SAN#570 NE 42	11/15/42		5.05		240,000.00 100.00%	240,000.00	240,000.00	240,000.00	241,665.60

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.
6/28/2024 9:17 AM - BLA / JNBT

Pledges By Pledgee And Maturity

BBA

Page 14 of 40

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 6/30/2024

Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value	
							Original Face	Par		Book Value
COMM: COMMERCE BANK	25939HDQ5	AFS	DOUGLAS CO SAN #563 NE 42 11/15/42	5.15		190,000.00 100.00%	190,000.00	190,000.00	191,314.80	
COMM: COMMERCE BANK	006058DK4	AFS	ADAMS CO NE 42 12/15/42	4.00	AA-	300,000.00 100.00%	300,000.00	308,554.74	300,711.00	
COMM: COMMERCE BANK	122873AR3	AFS	BURT CO SCH DT#0020 NE 42 12/15/42	4.38	A2	250,000.00 100.00%	250,000.00	246,146.22	251,492.50	
COMM: COMMERCE BANK	98536PBT6	AFS	YORK CO SCH DT#96 NE 42 12/15/42	4.50	Aa3	250,000.00 100.00%	250,000.00	253,530.26	252,997.50	
COMM: COMMERCE BANK	80387HCA3	AFS	SARPY CO SID #304 NE 43 05/15/43	5.00		200,000.00 100.00%	200,000.00	200,000.00	190,064.00	
COMM: COMMERCE BANK	3132DMPY5	AFS	FRLMC 30YR 03/01/50	3.50		1,000,000.00 100.00%	558,178.22	609,491.88	502,678.56	
71 Securities Pledged To: 1010 - CITY TREASURER							16,340,000.00	15,898,178.22	15,961,339.71	14,038,520.11

CASH IN BANK \$10,919,930.56

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.
6/28/2024 9:17 AM - BLA / JNBT

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

Pledged Securities Detail

H231

June 30, 2024

Page 1 of 80

Report Sequence: sgrp, CUSIP, Ticket

SGRP STYP Loc/PI	CUSIP Description S&P	Moody	Rate	Ticket-#	State	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value	Market Value
										Par Value	Book Value		
CMO FHR D02/02	3137AWU78 FHR 4145 AC		1.250	185157011-1			12/1/2012	1,500,000.00	1,500,000.00	22,425.60	22,425.60	21,699.81	21,699.81
CMO FHR D02/02	3137B0NV2 FHR 4176 EC		1.500	185157163-1			AFS	22,425.60	100.00%	22,390.49	23.36	21,723.17	21,723.17
GNMA GNMA D02/02	36176W2B6 GNMA POOL 778670		4.000	185168920-1			12/15/2026	2,000,000.00	2,000,000.00	19,639.64	19,622.52	19,177.81	19,177.81
GNMA GNMA D02/02	36179V3Q1 GNMA2 POOL MA7107		2.500	177018890-1			12/1/2011	560,000.00	560,000.00	17,791.35	17,791.35	17,148.73	17,148.73
GNMA GNMA D02/02	3620A9QG9 GNMA POOL 723255		3.500	185171527-1			AFS	17,791.35	100.00%	18,058.75	59.30	17,208.03	17,208.03
GNMA GNMA D02/02	3620ARB89 GNMA POOL 737260		3.500	185171588-1			1/20/2036	500,000.00	500,000.00	250,199.49	230,530.25	230,530.25	230,530.25
MBS FGLM D02/02	3128MDW74 FGLM POOL G14970		3.500	177039340-1			9/15/2024	250,199.49	100.00%	281,161.32	521.25	231,051.50	231,051.50
MBS FGLM D02/02	3128MEHL8 FGLM POOL G15435		5.000	185145155-1			9/1/2009	750,000.00	750,000.00	443.42	443.42	437.46	437.46
MBS FGLM D02/02	3128MMLQ4 FGLM POOL G18334		4.500	185145399-1			AFS	443.42	100.00%	444.08	1.29	438.75	438.75
MBS FGLM D02/02	3128PQ4E8 FGLM POOL J11721		4.500	185147195-1			5/15/2025	1,000,000.00	1,000,000.00	6,536.88	6,536.88	6,262.59	6,262.59
MBS FGLM D02/02	3128PQ4E8 FGLM POOL J11721		4.500	185147195-1			5/1/2010	6,536.88	100.00%	6,561.56	19.07	6,281.66	6,281.66
MBS FGLM D02/02	3128PQ4E8 FGLM POOL J11721		4.500	185147195-1			12/1/2028	1,450,000.00	1,450,000.00	130,851.22	135,399.49	127,280.29	127,280.29
MBS FGLM D02/02	3128PQ4E8 FGLM POOL J11721		4.500	185147195-1			12/1/2013	130,851.22	100.00%	135,399.49	381.65	127,661.94	127,661.94
MBS FGLM D02/02	3128PQ4E8 FGLM POOL J11721		4.500	185147195-1			11/1/2024	557,000.00	557,000.00	0.53	0.53	0.52	0.52
MBS FGLM D02/02	3128PQ4E8 FGLM POOL J11721		4.500	185147195-1			5/1/2015	0.53	100.00%	0.54	0.00	0.52	0.52
MBS FGLM D02/02	3128PQ4E8 FGLM POOL J11721		4.500	185147195-1			12/1/2024	1,015,000.00	1,015,000.00	1,087.76	1,087.76	1,066.53	1,066.53
MBS FGLM D02/02	3128PQ4E8 FGLM POOL J11721		4.500	185147195-1			12/1/2009	1,087.76	100.00%	1,090.14	4.08	1,070.61	1,070.61
MBS FGLM D02/02	3128PQ4E8 FGLM POOL J11721		4.500	185147195-1			2/1/2025	1,200,000.00	1,200,000.00	2,235.86	2,235.86	2,224.48	2,224.48
MBS FGLM D02/02	3128PQ4E8 FGLM POOL J11721		4.500	185147195-1			2/1/2010	2,235.86	100.00%	2,247.03	8.38	2,232.86	2,232.86

PLEDGEE: CITY OF SEWARD (02)

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

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

Pledged Securities Detail

H231

Page 2 of 80

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		Pledged Face % of Total	Pledge Values		Market Value Collateral Value
								Total Par	Total Par		Par Value Book Value	Carrying Value Interest Rec	
MBS	3128QQGL5 FHLMC POOL J19203		4.000		185147609-1		5/1/2027	425,000.00	425,000.00	425,000.00	12,491.35	12,257.26	12,257.26
D02/02							5/1/2012	12,491.35	100.00%	100.00%	12,742.41	41.64	12,298.90
MBS	31329KRS5 FHLMC POOL ZA2297		3.000		177051131-1		4/1/2033	1,000,000.00	1,000,000.00	1,000,000.00	161,662.14	152,681.01	152,681.01
D02/02							9/1/2018	161,662.14	100.00%	100.00%	154,858.23	404.16	153,085.17
MBS	3132A8S34 FHLMC POOL ZS7738		2.500		177051143-1		1/1/2031	860,000.00	860,000.00	860,000.00	165,535.40	154,184.64	154,184.64
D02/02							9/1/2018	165,535.40	100.00%	100.00%	158,878.17	344.87	154,529.51
MBS	3132CWKP8 FHLMC POOL SB0302		3.000		177046215-1		4/1/2035	810,000.00	810,000.00	810,000.00	320,710.23	302,475.33	302,475.33
D02/02							3/1/2020	320,710.23	100.00%	100.00%	316,692.71	801.78	303,277.11
MBS	3132CWSD7 FHLMC POOL SB0516		2.500		178002051-1		4/1/2036	500,000.00	500,000.00	500,000.00	316,966.01	288,080.70	288,080.70
D02/02							3/1/2021	316,966.01	100.00%	100.00%	331,702.78	660.35	288,741.05
MBS	3132CWMW3 FHLMC POOL SB0620		3.500		177041150-1		8/1/2036	400,000.00	400,000.00	400,000.00	279,020.66	267,825.74	267,825.74
D02/02							2/1/2022	279,020.66	100.00%	100.00%	293,320.07	813.81	268,639.55
MBS	3133LPUE5 FHLMC POOL RD5081		1.500		177041020-1		3/1/2032	500,000.00	500,000.00	500,000.00	348,337.82	317,374.07	317,374.07
D02/02							2/1/2022	348,337.82	100.00%	100.00%	344,673.98	435.42	317,809.49
MBS	31375HAP9 FNMA ARM POOL 334914		6.341		185156211-1		2/1/2026	1,000,000.00	1,000,000.00	1,000,000.00	174.99	173.64	173.64
D02/02							1/1/1996	174.99	100.00%	100.00%	175.18	0.92	174.56
MBS	3138AMK38 FNMA POOL AI7513		4.500		185159473-1		7/1/2026	500,000.00	500,000.00	500,000.00	14,759.84	14,628.63	14,628.63
D02/02							7/1/2011	14,759.84	100.00%	100.00%	14,953.26	55.35	14,683.98
MBS	3138EJLQ9 FNMA POOL AL2134		4.000		185159924-1		7/1/2027	443,000.00	443,000.00	443,000.00	14,085.97	13,864.68	13,864.68
D02/02							7/1/2012	14,085.97	100.00%	100.00%	14,341.84	46.95	13,911.63
MBS	3138EKRM9 FNMA POOL AL3191		3.500		185160071-1		2/1/2028	500,000.00	500,000.00	500,000.00	19,651.54	18,601.36	18,601.36
D02/02							2/1/2013	19,651.54	100.00%	100.00%	20,027.13	57.32	18,658.68

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

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

Pledged Securities Detail
June 30, 2024

H231
 Page 3 of 80

Report Sequence: sgrp, CUSIP, Ticket

SGrp	CUSIP	SGrp	Description	Rate	Moody	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	Market Value
																	Par Value	Book Value		
MBS	3138EKX75	FNMA	FNMA POOL AL3401	5.500			1770393339-1				2/1/2034	3/1/2013	AFS	2,000,000.00	2,000,000.00	2,000,000.00	231,526.42	231,526.42	237,733.64	237,733.64
D02/02														231,526.42	231,526.42	100.00%	254,601.47	1,061.16	238,794.80	
MBS	3138EKXJ9	FNMA	FNMA POOL AL3380	5.500			1770393338-1				1/1/2034	3/1/2013	AFS	2,000,000.00	176,772.84	2,000,000.00	176,772.84	181,623.49	181,623.49	182,433.70
D02/02														176,772.84	176,772.84	100.00%	193,568.23	810.21		
MBS	3138ELYF4	FNMA	FNMA POOL AL4309	4.000			185160221-1				10/1/2028	10/1/2013	AFS	1,000,000.00	39,479.73	1,000,000.00	39,479.73	38,899.38	38,899.38	39,030.98
D02/02														39,479.73	39,479.73	100.00%	40,377.32	131.60		
MBS	3138EMCY5	FNMA	FNMA POOL AL4586	4.000			185160242-1				2/1/2027	12/1/2013	AFS	575,000.00	10,584.50	575,000.00	10,584.50	10,463.63	10,463.63	10,498.91
D02/02														10,584.50	10,584.50	100.00%	10,772.42	35.28		
MBS	3138EMPD7	FNMA	FNMA POOL AL4919	3.500			184006560-1				3/1/2029	2/1/2014	AFS	2,000,000.00	184,431.96	631,641.94	58,247.48	56,269.40	56,269.40	56,439.29
D02/02														184,431.96	184,431.96	31.58%	60,297.07	169.89		
MBS	3138EQ5H1	FNMA	FNMA POOL AL8047	3.500			176002956-1				11/1/2030	1/1/2016	AFS	1,050,000.00	168,909.29	1,050,000.00	168,909.29	160,175.50	160,175.50	160,668.15
D02/02														168,909.29	168,909.29	100.00%	176,820.53	492.65		
MBS	3138WUJ82	FNMA	FNMA POOL AS4206	3.000			178000698-1				1/1/2030	12/1/2014	AFS	1,160,000.00	108,359.16	1,160,000.00	108,359.16	102,812.25	102,812.25	103,083.15
D02/02														108,359.16	108,359.16	100.00%	111,951.32	270.90		
MBS	3140FBGJ3	FNMA	FNMA POOL BD3800	2.000			177051139-1				7/1/2031	7/1/2016	AFS	1,375,000.00	265,681.57	1,375,000.00	265,681.57	246,658.36	246,658.36	247,101.16
D02/02														265,681.57	265,681.57	100.00%	253,506.60	442.80		
MBS	3140J5EA3	FNMA	FNMA POOL BM1028	2.500			177039342-1				12/1/2029	3/1/2017	AFS	1,750,000.00	204,103.88	1,750,000.00	204,103.88	186,365.62	186,365.62	186,810.84
D02/02														204,103.88	204,103.88	100.00%	207,923.39	425.22		
MBS	3140J5EA3	FNMA	FNMA POOL BM1028	2.500			185164038-1				12/1/2029	3/1/2017	AFS	300,000.00	34,989.24	300,000.00	34,989.24	31,951.82	31,951.82	32,024.71
D02/02														34,989.24	34,989.24	100.00%	35,077.93	72.89		
MBS	3140QGJ99	FNMA	FNMA POOL CA8387	2.500			177034617-1				12/1/2035	12/1/2020	AFS	500,000.00	306,452.25	500,000.00	306,452.25	280,931.20	280,931.20	281,569.64
D02/02														306,452.25	306,452.25	100.00%	320,160.85	638.44		

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

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

Pledged Securities Detail

**H231
Page 4 of 80**

June 30, 2024

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				
										Book Value	Par Value	Carrying Value	Market Value	Collateral Value
MBS FNMA D02/02	3140X9CH6 FNMA POOL FM5471	2.500		199000173-1			12/1/2035	465,000.00	465,000.00	283,187.19	283,187.19	259,613.30	259,613.30	
							AFS	283,187.19	100.00%	295,368.51	295,368.51	589.97	260,203.27	
MBS FNMA D02/02	3140X9LK9 FNMA POOL FM5729	3.000		177020855-1			1/1/2041	500,000.00	500,000.00	255,376.98	255,376.98	231,999.41	231,999.41	
							AFS	255,376.98	100.00%	269,346.71	269,346.71	638.44	232,637.85	
MBS FNMA D02/02	31412P2K6 FNMA POOL 931478	4.500		185164602-1			7/1/2024	2,900,000.00	2,900,000.00	91.44	91.44	91.09	91.09	
							AFS	91.44	100.00%	91.44	91.44	0.34	91.43	
MBS FNMA D02/02	31417SAL4 FNMA POOL AC5410	4.500		185165282-1			10/1/2024	2,040,000.00	2,040,000.00	1,861.01	1,861.01	1,843.81	1,843.81	
							AFS	1,861.01	100.00%	1,964.97	1,964.97	6.98	1,850.79	
MBS FNMA D02/02	31418AAC2 FNMA POOL MA0902	3.000		185165786-1			11/1/2026	1,000,000.00	1,000,000.00	17,555.26	17,555.26	16,154.70	16,154.70	
							AFS	17,555.26	100.00%	17,643.02	17,643.02	43.89	16,198.59	
MBS FNMA D02/02	31418AKN7 FNMA POOL MA1200	3.000		177011537-1			10/1/2032	800,000.00	800,000.00	94,702.15	94,702.15	90,413.83	90,413.83	
							AFS	94,702.15	100.00%	98,738.69	98,738.69	236.76	90,650.59	
MBS FNMA D02/02	31418AVK1 FNMA POOL MA1517	3.000		177039341-1			7/1/2028	1,000,000.00	1,000,000.00	88,784.38	88,784.38	86,051.60	86,051.60	
							AFS	88,784.38	100.00%	90,401.09	90,401.09	221.96	86,273.56	
MBS FNMA D02/02	31418B5R3 FNMA POOL MA2655	4.000		177020853-1			6/1/2036	410,000.00	410,000.00	81,880.45	81,880.45	79,002.35	79,002.35	
							AFS	81,880.45	100.00%	86,940.67	86,940.67	272.93	79,275.28	
MBS FNMA D02/02	31418DM6 FNMA POOL MA4091	2.000		177046216-1			8/1/2030	610,000.00	610,000.00	211,015.38	211,015.38	197,126.35	197,126.35	
							AFS	211,015.38	100.00%	205,393.33	205,393.33	351.69	197,478.04	
MBS FNMA D02/02	31418DT77 FNMA POOL MA4173	2.000		177023307-1			11/1/2030	771,122.00	771,122.00	322,896.16	322,896.16	300,874.64	300,874.64	
							AFS	322,896.16	100.00%	331,095.78	331,095.78	538.16	301,412.80	
MBS FNMA D02/02	31418DZ96 FNMA POOL MA4367	1.500		184010674-1			6/1/2031	500,000.00	500,000.00	287,193.72	287,193.72	262,744.92	262,744.92	
							AFS	287,193.72	100.00%	291,647.10	291,647.10	358.99	263,103.91	

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

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

Pledged Securities Detail

H231
 Page 5 of 80

June 30, 2024

Report Sequence: sgrp, CUSIP, Ticket

SGrp	CUSIP	Description	Moody	Rate	State	Ticket-P#	Call Type	Maturity Dt	Total Face	Pledged Face % of Total	Pledge Values		Market Value
											Next Call Dt	Issue Dt	
STyp	Loc/PI	S&P					Call Price	Intent	Total Par		Carrying Value	Collateral Value	
MBS	31418EA83	FNMA POOL MA4530		1.500		177048016-1		2/1/2032	179,142.00	167,163.35	113,939.30	103,738.31	103,738.31
D02/02								1/1/2022	122,104.00	93.31%	108,553.07	142.42	103,880.74
MUNI	25887CAZ1	DOUGLAS CNTY NEB S&I #540		2.250	NE	177039343-1	Cont	1/1/2034	120,000.00	120,000.00	120,000.00	103,844.40	103,844.40
GO								1/5/2022	120,000.00	100.00%	120,000.00	1,350.00	105,194.40
D02/02								AFS	150,000.00	150,000.00	150,000.00	142,416.00	142,416.00
MUNI	259290EB6	DOUGLAS CNTY NE SAN & IMPT DIS		3.100	NE	185142828-1	Contn	8/15/2030	150,000.00	100.00%	150,000.00	1,756.67	144,172.67
GO								6/15/2016	150,000.00	100.00%	150,000.00		
D02/02								AFS	280,000.00	280,000.00	280,000.00	273,733.60	273,733.60
MUNI	259292CS7	DOUGLAS CNTY SAN IMPT DIST 427		2.700	NE	185142831-1	Contn	11/15/2026	280,000.00	100.00%	280,000.00	966.00	274,699.60
GO								11/15/2017	280,000.00	100.00%	280,000.00		
D02/02								AFS	150,000.00	150,000.00	150,000.00	124,585.50	124,585.50
MUNI	259305DT4	DOUGLAS CNTY NEB S&I #499		2.500	NE	1780003667-1	Cont	3/1/2036	50,000.00	50,000.00	50,000.00	48,349.00	48,349.00
GO								3/1/2022	50,000.00	100.00%	50,000.00	185.28	48,534.28
D02/02								AFS	175,000.00	175,000.00	175,000.00	152,584.25	152,584.25
MUNI	259307BJ6	DOUGLAS CNTY NEB S&I #421		2.900	NE	184003054-1	Cont	11/15/2036	175,000.00	100.00%	175,000.00	802.08	153,386.33
GO								5/19/2020	170,000.00	170,000.00	170,000.00	161,622.40	161,622.40
D02/02								AFS	170,000.00	100.00%	170,000.00	586.50	162,208.90
MUNI	25931BEG7	DOUGLAS CNTY NEB SAN & IMPT DI		2.750	NE	184010678-1	Cont	5/1/2035	50,000.00	50,000.00	50,000.00	46,324.00	46,324.00
GO								5/3/2021	50,000.00	100.00%	50,000.00	661.11	46,985.11
D02/02								AFS	100,000.00	100,000.00	100,000.00	84,100.00	84,100.00
MUNI	25931LCN2	DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Contn	11/15/2028	100,000.00	100.00%	100,000.00	887.78	84,987.78
GO								11/15/2016	100,000.00	100.00%	100,000.00		
D02/02								AFS	150,000.00	150,000.00	150,000.00	140,502.00	140,502.00
MUNI	25931VBN1	DOUGLAS CNTY NE SAN & IMPT		3.500	NE	185142866-1	Contn	8/15/2032	50,000.00	50,000.00	50,000.00	46,324.00	46,324.00
GO								7/27/2017	50,000.00	100.00%	50,000.00	661.11	46,985.11
D02/02								AFS	100,000.00	100,000.00	100,000.00	84,100.00	84,100.00
MUNI	25931VCF7	DOUGLAS CNTY NEB SAN #471		2.350	NE	177020849-1	Cont	8/15/2035	100,000.00	100,000.00	100,000.00	887.78	84,987.78
GO								2/19/2021	100,000.00	100.00%	100,000.00		
D02/02								AFS	150,000.00	150,000.00	150,000.00	575.00	141,077.00
MUNI	259338EB6	DOUGLAS CNTY NEB SAN & IMPT DI		3.000	NE	184003099-1	Cont	11/15/2035	150,000.00	150,000.00	150,000.00	140,502.00	140,502.00
GO								5/19/2020	150,000.00	100.00%	150,000.00		
D02/02								AFS	150,000.00	150,000.00	150,000.00	575.00	141,077.00

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



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

Pledged Securities Detail
June 30, 2024

H231
 Page 6 of 80

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		
										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MUNI	25936RBY1		2.400	NE	177039345-1	Cont 1/15/2027	1/15/2039	150,000.00	150,000.00	150,000.00	120,430.50	120,430.50
GO	DOUGLAS CNTY NEB S&I #537					100.000	AFS	150,000.00	100.00%	150,000.00	1,660.00	122,090.50
D02/02												
MUNI	373607CE4		1.850	NE	184010461-1	Cont 4/29/2026	12/15/2035	100,000.00	100,000.00	100,000.00	85,885.00	85,885.00
REV	GERING NEB COMBINED UTILS REV					100.000	AFS	100,000.00	100.00%	100,000.00	82.22	85,967.22
D02/02												
MUNI	406036HN6		2.400	NE	185176896-1	Contin	12/15/2024	100,000.00	100,000.00	100,000.00	99,401.00	99,401.00
GO	HALL CNTY NE SCD #2 GRAND IS					7/1/2024	2/9/2015	100,000.00	100,000.00	100,000.00	106.67	99,507.67
D02/02												
MUNI	505318QS7		2.650	NE	185179244-1	Contin	11/15/2024	55,000.00	55,000.00	55,000.00	54,751.40	54,751.40
GO	LA VISTA NE					7/1/2024	12/31/2014	55,000.00	100.00%	55,000.00	186.24	54,937.64
D02/02												
MUNI	57973FDD8		3.150	NE	185181069-1	Contin	12/15/2030	100,000.00	100,000.00	100,000.00	97,548.00	97,548.00
REV	MCCOOK NE PUBLIC PWR DIST					7/1/2024	8/9/2017	100,000.00	100.00%	100,000.00	140.00	97,688.00
D02/02												
MUNI	652810G22		3.000	IA	182011996-1	Cont	6/1/2033	185,000.00	185,000.00	185,000.00	183,063.05	183,063.05
GO	NEWTON IOWA					6/1/2029	4/20/2022	185,000.00	100.00%	189,251.55	462.50	183,525.55
D02/02												
MUNI	71366VKE9		1.800	NE	177020856-1	Cont	12/15/2036	210,000.00	210,000.00	210,000.00	171,977.40	171,977.40
REV	PERENNIAL PJB PWR DIST NEB ELE					2/17/2026	2/17/2021	210,000.00	100.00%	210,000.00	168.00	172,145.40
D02/02												
MUNI	80373YER3		2.800	NE	182012079-1	Cont	10/15/2035	150,000.00	150,000.00	150,000.00	129,657.00	129,657.00
GO	SARPY CNTY NEB S&I #158					4/15/2027	4/19/2022	150,000.00	100.00%	150,000.00	886.67	130,543.67
D02/02												
MUNI	80377BKT8		2.350	NE	184010680-1	Cont	8/15/2034	180,000.00	180,000.00	180,000.00	145,458.00	145,458.00
GO	SARPY CNTY NEB S&I DIST #284					5/3/2026	5/3/2021	180,000.00	100.00%	180,000.00	1,598.00	147,056.00
D02/02												
MUNI	80377TBE2		2.800	NE	185187220-1	Contin	11/15/2028	85,000.00	85,000.00	85,000.00	81,141.85	81,141.85
GO	SARPY CNTY NE SAN & IMPT DIST					7/1/2024	11/15/2016	85,000.00	100.00%	85,000.00	304.11	81,445.96
D02/02												
MUNI	80377TBF9		2.900	NE	185187221-1	Contin	11/15/2029	85,000.00	85,000.00	85,000.00	81,447.85	81,447.85
GO	SARPY CNTY NE SAN & IMPT DIST					7/1/2024	11/15/2016	85,000.00	100.00%	85,000.00	314.97	81,762.82
D02/02												

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

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

Pledged Securities Detail

June 30, 2024

H231
Page 7 of 80

Report Sequence: sgrp, CUSIP, Ticket

SGrp	SType	CUSIP	Description	Moody	Rate	State	Ticket-P#	Call Type	Maturity Dt	Total Face	Pledged Face	Pledge Values		Market Value
												Next Call Dt	Issue Dt	
Loc/PI	S&P						Call Price	Intent	Total Par	% of Total	Interest Rec	Collateral Value		
MUNI	GO	80378TEW8	SARPY CNTY NE SAN & IMPT DIST		3.850	NE	185187230-1	Contn	10/15/2033	85,000.00	85,000.00	85,000.00	80,073.40	
D02/02							7/1/2024		4/15/2018	85,000.00	100.00%	85,000.00	80,764.26	
MUNI	GO	80379AEF5	SARPY CNTY NEB SAN & IMPT #243		2.700	NE	177011631-1	Cont	8/15/2038	290,000.00	290,000.00	290,000.00	237,234.50	
D02/02							8/15/2025		8/19/2020	290,000.00	100.00%	290,000.00	240,192.50	
MUNI	GO	80379KEN6	SARPY CNTY NEB SAN & IMPT #272		2.300	NE	177018881-1	Cont	12/15/2034	50,000.00	50,000.00	50,000.00	42,262.50	
D02/02							12/15/2025		1/11/2021	50,000.00	100.00%	50,000.00	42,313.61	
MUNI	GO	810140LP6	SCOTTS BLUFF CNTY NEB		2.550	NE	182012068-1	Cont	1/15/2034	250,000.00	250,000.00	250,000.00	211,980.00	
D02/02							4/21/2027		4/21/2022	250,000.00	100.00%	250,000.00	214,919.58	
MUNI	REV	818483FG9	SEWARD NE ELEC REV		2.450	NE	185187557-1	Contn	2/15/2028	150,000.00	150,000.00	150,000.00	144,085.50	
D02/02							7/1/2024		6/15/2016	150,000.00	100.00%	150,000.00	145,473.83	
MUNI	GO	886094CD1	THURSTON CNTY NEB		2.500	NE	184003102-1	Cont	12/15/2035	200,000.00	200,000.00	200,000.00	173,822.00	
D02/02							5/28/2025		5/28/2020	200,000.00	100.00%	197,675.72	174,044.22	
TAX	TAXGO	534239FX1	LINCINN NEB		3.000	NE	177045043-1	Cont	7/15/2026	100,000.00	100,000.00	100,000.00	96,713.00	
D02/02							12/1/2025		8/20/2020	100,000.00	100.00%	99,704.71	98,096.33	
TAX	TAXGO	61778BT8	MORRILL CNTY NEB SCH DIST #63		1.937	NE	177020846-1	Cont	12/1/2031	210,000.00	210,000.00	210,000.00	169,299.90	
D02/02							12/1/2025		2/25/2021	210,000.00	100.00%	210,000.00	169,638.88	
TAX	TAXREV	68189TBA3	OMAHA NEB SPL OBLIG		6.400	NE	185184294-1	Cont	2/1/2026	20,000.00	20,000.00	20,000.00	20,067.00	
D02/02							12/1/2025		3/25/2008	20,000.00	100.00%	20,000.00	20,600.33	
TD	CD	02007GXX3	ALLY BANK CD		3.450		177049980-1		8/4/2026	245,000.00	245,000.00	245,000.00	245,000.00	
D02/02									8/4/2022	245,000.00	100.00%	245,000.00	248,427.32	
TD	CD	02589AC42	AMERICAN EXPR NATL BK CD		2.650		182012070-1		4/6/2027	245,000.00	245,000.00	245,000.00	245,000.00	
D02/02									4/6/2022	245,000.00	100.00%	245,000.00	246,529.74	

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



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

Pledged Securities Detail
June 30, 2024

H231
 Page 8 of 80

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/P1	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	Market Value	
										Par Value	Book Value			
TD	89235MNH0		3.200		177046219-1		5/17/2027	245,000.00	245,000.00	245,000.00	245,000.00	245,000.00	245,000.00	
CD	TOYOTA FINANCIAL SGS BK CD						5/17/2022	245,000.00	100.00%	245,000.00	966.58	245,966.58	245,966.58	
D02/02							AFS							
CITY OF SEWARD								45,859,927.29		10,353,197.68	9,570,894.13	9,570,894.13	9,614,912.38	
										10,478,135.17	44,018.25			

CASH IN BANK \$6,250,903.02

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

TREASURER'S REPORT	MONTH OF: JUNE 2024					
VARIANCE AT: 75.00%						
DEPARTMENT	REVENUE BUDGET	CURRENT YTD REVENUE	VARIANCE	UNRECEIPTED BALANCE	PREVIOUS YTD REVENUE	DIFFERENCE B/W BUDGET YEARS
ELECTRIC	11,605,750	9,462,105	82%	2,143,645	8,369,234	1,092,870
ELEC BOND PYMT						
WATER	5,508,500	1,620,680	29%	3,887,820	168,958	1,451,722
WATER BOND PYMTS						
WATER SINKING FUND	20,000	- 0 -	0%	20,000	20,000	(20,000)
WASTEWATER TREATMENT	21,444,450	1,926,607	9%	19,517,843	1,590,033	336,574
WWTW BOND PYMT						
WWTW SINKING FUND	580,000	- 0 -	0%	580,000	285,000	(285,000)
TOTAL BUSINESS-TYPE FUNDS	39,158,700	13,009,391	33%	26,149,309	10,433,225	2,576,167
GENERAL REVENUES	4,831,060	3,222,707	67%	1,608,353	3,489,558	(266,851)
LEGAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
POLICE	8,150	4,746	58%	3,404	4,840	(94)
E911	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
POLICE EQUITABLE SHARING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
STREET	3,036,608	1,372,611	45%	1,663,997	3,522,563	(2,149,952)
STREET STP FUNDS	195,088	208,806	107%	(13,718)	202,909	5,897
DEBT SERVICE	834,993	838,129	100%	(3,136)	874,047	(35,918)
RAIL CAMPUS	- 0 -	- 0 -	0%	- 0 -	3,000	(3,000)
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG DOWNTOWN REVITAL GRANT	135,000	110,067	82%	24,933	90,499	19,568
BLDGS & GRDS (CITY HALL)	36,000	36,943	103%	(943)	27,000	9,943
LEVEE ACCREDITATION	146,250	- 0 -	0%	146,250	- 0 -	- 0 -
CIVIC CENTER	1,864,491	209,965	11%	1,654,526	126,613	83,352
LIBRARY	40,200	105,691	263%	(65,491)	36,761	68,929
PUBLIC PROPERTIES	31,250	25,519	82%	5,731	24,486	1,033
CEMETERY	60,000	47,800	80%	12,200	66,650	(18,850)
GOLF COURSE	361,800	495,847	137%	(134,047)	326,051	169,796
NEW PARK DEVELOPMENT	400	826	207%	(426)	530	296
NEW CEMETERY DEVELOPMENT	1,250	2,580	206%	(1,330)	1,593	986
GUTHMAN TRUST - REGULAR	425	470	111%	(45)	415	56
GUTHMAN TRUST - PAVING	100	256	256%	(156)	169	88
PERPETUAL CARE - PRINCIPAL	7,500	6,300	84%	1,200	7,500	(1,200)
PERPETUAL CARE - INTEREST	1,800	3,128	174%	(1,328)	2,140	988
BLDGS & GRDS (OTHER)	250	4,616	0%	(4,366)	- 0 -	4,616
BUILDING INSPECTION	100,750	74,958	74%	25,792	112,393	(37,435)
FIRE	382,000	172,909	45%	209,091	112,773	60,136
FIRE EQUIPMENT SINKING FUND	240,000	10,245	4%	229,755	19,901	(9,657)
TREE BOARD	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PLANNING COMMISSION	5,100	3,110	61%	1,990	3,721	(611)
ENGINEER	120,375	- 0 -	0%	- 0 -	- 0 -	- 0 -
DOWDING POOL	81,000	89,687	111%	(8,687)	61,510	28,177
CONCESSION STAND	900	- 0 -	0%	900	- 0 -	- 0 -
SWIMMING LESSONS	16,000	15,047	94%	953	13,393	1,655
RECREATION	43,050	38,869	90%	4,181	38,689	179
SPORTS COMPLEX LIGHTS	225	498	221%	(273)	328	170
SENIOR CENTER	80,500	71,435	89%	9,065	57,505	13,930
SENIOR SHUTTLE	4,600	3,368	73%	1,232	3,243	124
RECYCLING	2,250	4,937	219%	(2,687)	525	4,412
WELLNESS CENTER	- 0 -	9,255	0%	(9,255)	- 0 -	9,255
ECONOMIC DEVELOPMENT (LB840)	289,500	249,239	86%	40,261	202,233	47,005
CAPITAL IMPROVEMENTS FUND	14,792,000	873,018	6%	13,918,982	266,312	606,706
TAX INCREMENT FINANCING	687,206	621,453	90%	65,753	563,140	58,313
TOTAL GOVERNMENTAL FUNDS	28,438,071	8,935,033	31%	19,382,663	4,359,229	4,575,805

(UNAUDITED)

TREASURER'S REPORT		MONTH OF: JUNE 2024					
VARIANCE AT: 75.00%							
DEPARTMENT	EXPENDITURES BUDGET	CURRENT YTD EXPENDITURES	VARIANCE	UNEXPENDED BALANCE	PREVIOUS YTD EXPENDITURES	DIFFERENCE B/W BUDGET YEARS	
ELECTRIC	14,113,143	8,059,262	57%	6,053,881	7,385,501	673,761	
ELEC BOND PYMT	497,568	463,933	93%	33,636	458,275	5,658	
WATER	6,811,905	4,063,854	60%	2,748,051	1,792,792	2,271,062	
WATER BOND PYMTS	357,379	357,379	100%	0	330,472	26,907	
WATER SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
WASTEWATER TREATMENT	21,658,767	1,033,394	5%	20,625,373	1,997,090	(963,697)	
WWTW BOND PYMT	288,518	11,609	4%	276,909	12,381	(773)	
WWTW SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
TOTAL BUSINESS-TYPE FUNDS	43,727,280	13,989,430	32%	29,737,850	11,976,511	2,012,918	
GENERAL EXPENSES	1,880,095	152,819	8%	1,727,276	2,649,492	(2,496,672)	
LEGAL	75,862	68,336	90%	7,526	48,050	20,286	
POLICE	1,781,912	1,252,335	70%	529,577	1,230,923	21,412	
E911	282,085	211,564	75%	70,521	174,903	36,661	
POLICE EQUITABLE SHARING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
STREET	5,311,011	3,700,335	70%	1,610,676	1,725,626	1,974,709	
STREET STP FUNDS	195,085	190,474	98%	4,611	190,480	(6)	
DEBT SERVICE	830,993	771,770	93%	59,223	987,599	(215,828)	
RAIL CAMPUS	40,000	11,399	28%	28,601	28,146	(16,747)	
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG-DOWNTOWN REVITAL GRANT	135,000	110,067	82%	24,933	80,588	29,479	
BLDGS & GRDS (CITY HALL)	26,710	18,231	68%	8,479	14,107	4,124	
LEVEE ACCREDITATION	195,000	109,909	56%	85,091	10,099	99,810	
CIVIC CENTER	1,864,491	253,400	14%	1,611,091	191,551	61,849	
LIBRARY	583,052	489,540	84%	93,512	630,922	(141,382)	
PUBLIC PROPERTIES	528,347	395,394	75%	132,953	438,358	(42,964)	
CEMETERY	183,979	158,581	86%	25,398	177,886	(19,305)	
GOLF COURSE	553,762	559,109	101%	(5,347)	398,934	160,175	
NEW PARK DEVELOPMENT	100	123	0%	(23)	79	44	
NEW CEMETERY DEVELOPMENT	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
GUTHMAN TRUST - REGULAR	52,145	- 0 -	0%	52,145	- 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)	12,650	3,540	28%	9,110	2,588	953	
BUILDING INSPECTION	120,156	69,898	58%	50,258	66,089	3,808	
FIRE	728,011	202,138	28%	525,873	193,381	8,756	
FIRE EQUIPMENT SINKING FUND	175,000	- 0 -	0%	175,000	- 0 -	- 0 -	
TREE BOARD	12,550	4,300	34%	8,251	662	3,638	
PLANNING COMMISSION	21,826	14,132	65%	7,694	13,606	526	
ENGINEER	163,964	108,325	66%	- 0 -	112,163	(3,838)	
DOWDING POOL	264,071	168,909	64%	95,162	143,144	25,766	
CONCESSION STAND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SWIMMING LESSONS	9,300	763	8%	8,537	2,288	(1,526)	
RECREATION	312,941	245,768	79%	67,173	302,412	(56,644)	
SPORTS COMPLEX LIGHTS	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SENIOR CENTER	200,620	182,521	91%	18,099	123,571	58,950	
SENIOR SHUTTLE	4,853	3,234	67%	1,619	3,063	171	
RECYCLING	28,569	48,071	168%	(19,502)	20,601	27,470	
WELLNESS CENTER	105,860	69,163	65%	36,697	10,946	58,217	
ECONOMIC DEVELOPMENT LB840	289,500	193,569	67%	95,931	125,000	68,569	
CAPITAL IMPROVEMENTS FUND	15,242,000	228,281	1%	15,013,719	20	228,261	
TAX INCREMENT FINANCING	696,706	748,098	107%	(51,392)	519,434	228,663	
TOTAL GOVERNMENTAL FUNDS	32,908,206	10,744,096	33%	22,108,471	10,616,711	127,385	

(UNAUDITED)

3. Claims & Payables Reports

CLAIMS LIST
7/16/2024
COUNCIL MEETING

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

Advanced Fire & Safety	BU	407.91
AKRS Equipment Inc	RE	89.66
Allegiant Utility Service	CI	80.64
ALLO	UT	559.39
Altec Industries Inc	RE	33.05
Amazon Business	SU	154.03
Anderson Auto Group	RE	1,360.13
Aqua-Chem Inc	SU	5,481.55
AV Diesel Repair	RE	313.87
Awards Unlimited Inc	SU	592.4
Badger Meter	INV	272.46
Baker & Taylor	SU	2,791.02
Baker Becky J	RI	43.99
Benedict Caden	MC	60
Benedict Jeremy	MC	60
Berner Todd	MC	60
BIC Construction LLC	CI	94,500.00
Bishop Michael	RI	90
Black Diamond Auto Detail	SE	190
Block Kenneth	MC	149.8
Blue Cross Blue Shield NE	BE	67,236.20
Blue Valley Pest Control	GU	100
Bode Adam	RI	90
Border States Industries	SU	1,343.49
Brase Joel	RI	90
Bridgestone Golf	SU	200
Brunckhorst Kent	RI	90
Callaway Golf	SU	1,663.24
Capital Business-Cheyenne	SE	11.95
Capital Umpires Associati	MC	3,630.00
Carroll Construction Supp	GU	73.2

Cerny Dan	RI	90
Chelewski Kent	RI	90
Cheng Heidi	MC	250
Cihal Alan F	RI	90
City Seward Electric Fund	UT	48,217.99
City Seward Library Petty	PF	367.62
City Seward Merchant Serv	SE	4,504.52
City Seward Payroll Accou	SA	488,360.50
City Seward Perpetual Fd	MC	1,050.00
Clark Enersen Partners	CI	38,677.99
Constellation Newenergy	UT	259.33
Control Services Inc	RE	505
Core Robert	RI	90
Diamond Vogel Paint	EQ	55
Dupic Abby	MC	40
Dworak Tim	RI	90
England Garrett	MC	60
Exchange Bank	SE	3,300.00
Faller Landscape	GU	437.4
Farmers Coop Seward	GS	6,890.09
Fast Mart	GS	148.68
Fisher Zachary G	RI	90
Fleek Kelli	MC	150
Frihauf Lauren	MC	95
Galls Llc	UN	227.63
Gehring Construction	CI	178,151.07
General Excavating	CI	532,282.18
Gerhold Concrete Co Inc	RE	161.75
Gleason Logan	RI	90
Goldsmith Katrina	RI	90
Great Plains Communicatio	UT	568.72
Hach Company	EQ	1,506.00
Hans Jared	RI	90
Hansen Dan	RI	90
Hauder Alex	RI	75
Hawkins Inc	SU	1,610.30
Hdr Engineering Inc	CI	20,261.89
Helminck Printing/Grph Inc	SU	35
Herald Cody	RI	90
Herpolsheimer'S Inc	RE	2,429.12
Hireright Llc	SE	53.05
Hochstein Jared	RI	90
Holle Curt	MC	400
Husker Electric Supply Co	SU	1,619.92

Janicek Gary M	RI	90
Jeo Consulting Group	CI	2,805.00
Johnson Bros Of Nebraska	SU	1,019.40
Johnson Bryce C	RI	90
K & Z Distributing	SU	448.55
K2 Construction	RE	14,600.00
Kahler Daniel S	RI	90
Koll Brandon	RI	90
Kyle Zach	MC	40
Last Mile Network Consult	IT	62
Lee'S Refrigeration	BU	1,017.54
Lintt Braydon	RI	30
Lintt Mark	RI	90
Luebbe Anthony	RI	20
Lynn Peavey Co	SU	112.81
Maguire Iron Inc	CI	86,610.00
Matheson Tri-Gas Inc	SU	96.18
Merchant Job Training & S	TR	550
Mid-American Benefits Inc	BE	3,037.53
Midwest Auto Parts	BU	370.68
Midwest Laboratories Inc	SE	2,679.33
Midwest Petroleum Equip	GU	246
Midwest Turf & Irrigation	RE	911.43
Miers Robert M	RI	90
NE Department of Agriculture	MC	6.1
Nebraska Golf Association	MS	75
Nebraska Public Power	UT	636,153.07
Nebraska Rural Radio Assn	SE	192.31
Nebraska Star Beef Co Llc	SU	97.2
Norris Public Power Distr	CI	1,690.56
Novatech	CI	11,700.00
Nunn Chris	RI	90
O C L C Inc	PF	668.39
Oborny Tanner	RI	90
Olsson	CI	4,936.73
One Billing Solutions Llc	SE	3,125.86
One Call Concepts Inc	SE	179.9
One Source Background Che	SE	98.55
Oneby Michael	RI	180
O'Reilly Automotive Inc	OI	108.99
Pac 'N' Save Discount Foo	SU/ML	3,019.78
Paper Tiger Shredding	SE	70
Pavers Inc	CI	555.2
Pecka Brook	RI	90

Pedersen Brent	RI	90
Pepsi-Cola Of Lincoln	SU	559.8
Phillips Jarod	RI	248.96
Pitney Bowes Inc	SE	294.44
Policky Brandon A	RI	90
Pollak Douglas W	RI	121
Principal Financial Group	BE	2,442.14
Purpose Associates	CI	16,281.00
Quality Brands Of Lincoln	SU	2,891.15
Rathjen Shad	RI	90
Reams Sprinkler Supply	GU	1,211.13
Resco	CI	22,175.75
Revolution Wraps	SE	421.68
Riverside Portables Llc	GU	361
Rose Equipment Inc	RE	1,876.81
Ruether Larry L	RI	90
Rumery Lawn & Landscape	BU	4,480.00
Saalfeld Construction	BU	6,200.00
Schemmer Architects Engin	CI	4,205.00
Sestak David	RI	90
Seward Airport Authority	AF	950
Seward Co Chamber/Develop	MC	760
Seward Co Clerk/Register	MC	67.5
Seward County EMA	SE	6
Seward County Independent	SE	1,402.05
Seward County Treasurer	SE	23,507.08
Seward Lumber & Home Cent	SU	567.76
Seward Public Schools	MC	48.28
Seward Wind Llc	UT	42,901.64
Short Elliott Hendrickson	CI	26,960.00
Southern Glazer'S Of Ne	SU	2,429.52
Sports Express	SU	553.7
St Louis Michelle	RI	90
State Distributing Co	SU	481.13
Suhr & Lichty Insurance A	INS	289
Summit Fire Protection	BU	1,353.00
Tenneco Automotive	RE	36,056.00
Terziu Naim	RS	10,763.30
Time Warner/Spectrum	UT	425.69
Total Tool Supply Inc	TO	2,241.38
Tractor Supply	SU	2,421.70
Transunion Risk	SE	75
Trimax Mowing Systems	RE	379.11
Verizon Wireless	UT	552.97

VISA-Pinnacle Bank/Library		1,132.57
Sam's Club	SU	412.26
TechSoup	SE	10.00
Walmart	SU	138.31
Amazon.com	SU	33.99
NextLink	UT	115.00
Lincoln Journal Star	MC	70.00
Zoom	MS	15.99
Menards	SU	53.91
Blue River Electric	SE	283.11
Voehl Cindy	MI	14.07
Watson Wendell B	RI	90
Wesco Distribution Inc	TO	677.25
Windstream Nebraska Inc	UT	1,013.29
Wiseman Erin	RI	90
Woodburn, Drew	MC	60
Zimco Supply Co	SU	2,710.00
	CLAIMS TOTAL	2,519,261.67

4. Police Department Report



City of Seward
Police Department
Chief Brian W. Peters

Monthly Statistics
_____ 20 _____

Service Calls	
Accidents	
Arrests	
Citations	
Warnings	
Parking Tickets	

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

5. Annual Publication of Salaries in Accordance with Section 19-1102 of the Nebraska State Statute

SALARY CERTIFICATION LIST (UPDATED JULY, 2024)

Publication of Salaries: Nebraska Rev. Statutes § 19-1102

CLASS TITLE	NO. OF EMPLOYEES	PAY RANGE
Utility Billing/Customer Services Rep	1	\$23.34/hr
Payroll Clerk	0	NA
Administrative Asst	1	\$24.44/hr
Mun. Bldg. Admin. Asst.	1	\$22.38/hr
Aging Serv. Commission Asst.	1	\$24.92/hr
Library Assistant II	1	\$19.96/hr
PT Library Assistant I	4	\$15.31-16.50/hr
PT Library Clerk I	7	\$11.78-12.48/hr
PT Civic Center Assistant	0	NA
Custodian	2	\$16.30-17.19/hr
Electric Line Crew Chief	1	\$55.03/hr
Electric Journeyman Lineman	4	\$52.20-52.64/hr
Electric Lineman	1	\$47.77/hr
Seasonal Electric Groundman	1	\$25.21/hr
Utilities Locator	1	\$31.71/hr
PT Meter Maintenance Utility Worker	1	\$26.00/hr
Public Properties Maintenance Worker	5	\$20.00-25.12/hr
Seasonal Summer Laborer	9	\$14.58-15.16/hr
Seasonal Golf Shop Employee	11	\$12.14-13.03/hr
PT Clubhouse Bartender	1	\$15.75/hr
Asst. Pub. Prop. Director	1	\$30.15/hr
Street Maint. Worker III	3	\$25.86-27.49/hr
Street Maint. Worker II	2	\$23.54/hr
Street Maint. Worker I	0	NA
Street Division Foreman	1	\$30.83/hr
PT Recycling Worker	2	\$14.59-15.22/hr
PT Burn Site Assistant	1	\$13.97/hr
Facility Maint. Supervisor	1	\$35.87/hr
Wastewater Treatment/Water Plant Operator	1	\$27.97/hr
Senior Utility Maint. Worker II	1	\$33.99/hr
Utility Maint. Worker II	2	\$28.90-31.16/hr
Utility Maint. Worker I	1	\$25.75/hr
Seasonal Pool Manager	2	\$16.18/hr
Seasonal Pool Asst. Manager	10	\$11.82-14.02/hr
Seasonal Pool Lifeguard / Office Worker	43	\$11.21-12.44/hr
Seasonal Pool Swim Prog Coordinator	0	NA
Seasonal Pool Water Safety Instructor	3	\$11.98-12.44/hr
Seasonal Pool Water Safety Instruct. Aide	3	\$7.46/hr
Police Sergeant	2	\$37.32-38.65/hr
Police Officer II	7	\$29.75-34.66/hr
Police Officer I	1	\$27.49/hr
Admin. Secretary/Records Clerk	1	\$25.50/hr
Community Service Officer	1	\$22.32/hr
City Administrator	1	\$13,207/mo
Chief of Police	1	\$8,958/mo
City Engineer	1	\$9,112/mo
Police Captain	1	\$7,325/mo
Electric Superintendent	1	\$10,154/mo
Public Properties Director	1	\$7,306/mo
City Clerk/Human Resources Director	1	\$6,588/mo
Water/Wastewater Director	1	\$7,871/mo
Street Superintendent	1	\$6,988/mo
Finance Director/Treasurer	1	\$8,387/mo
Library Director	1	\$6,396/mo
Deputy Treasurer	1	\$5,286/mo
Golf Course Grounds Supt.	1	\$5,682/mo
Bldg./Zoning/Code Enforcement Director	1	\$6,028/mo
Executive Director Wellness Center	1	\$5,558/mo
Asst. Recreation Director	1	\$5,206/mo
Golf Shop Manager	1	\$4,434/mo
Asst. Library Director	1	\$3,990/mo
Civic Center Manager	1	\$3,742/mo
Mayor	1	\$5,000/yr
Councilmember	8	\$2,400/yr

6. Draft Minutes of July 2, 2024, City Council Meeting

July 2, 2024

The Seward City Council met at 7:00 p.m. on Tuesday, July 2, 2024, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Megan Kahler, Jessica Kolterman, Karl Miller, Tatum Tonniges, John Singleton, Matt Stryson, Rich Wergin, Jonathon Wilken. Councilmembers Absent: None. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Mike Oneby, Wellness Center Director Joel Brase, Water/Wastewater Director Brandon Koll, and Police Sergeant Allison Sommerfeld.

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

CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Report (totaling \$716,972.12)
2. Draft Minutes of June 18, 2024, City Council Meeting
3. Mayor's Appointments to Boards and Commissions:
 - a. Appoint Amy Harms (replaces Andrea Baack) to the Parks & Recreation Board for Remainder of Term
 - b. Re-Appoint Mike Klintworth and Gary Fett to the Housing Authority Board for a 5-Year Term
 - c. Re-Appoint Brad Bowen to the Housing Appeals Board for a 3-Year Term
 - d. Appoint Doug Gremel (replaces Betty Jean Kolterman) to the Civic Center Commission for a 3-Year Term

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

Nay: None. Absent: None. Motion carried.

ADMINISTRATIVE ITEMS

1. ITEMS RELATED TO THE WATER TREATMENT PLANT REVERSE OSMOSIS IMPROVEMENTS PROJECT

A. CONSIDERATION OF A RECOMMENDATION TO AWARD BID TO KOMLINE-HARN IN THE AMOUNT OF \$666,109 FOR PROCUREMENT OF A 3RD REVERSE OSMOSIS SKID AND OTHER ASSOCIATED EQUIPMENT FOR INSTALLATION

City Engineer Oneby noted that the City approved the bid documents at the June 4th meeting and authorized the City to seek bids. At the June 20th bid opening, two bids were received with Komline-Harn submitting the lowest bid. It is the recommendation from the Project Engineer (Purpose Associates) and City Engineer to award the lowest bidder for this procurement.

Councilmember Stryson moved, seconded by Councilmember Wergin, to award the bid for procurement of a 3rd reverse osmosis skid and other associated equipment for installation to Komline-Harn in the amount of \$666,109.

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

Nay: None. Absent: None. Motion carried.

B. CONSIDERATION OF A TASK ORDER TO A MASTER AGREEMENT WITH PURPOSE ASSOCIATES FOR BIDDING AND CONSTRUCTION ENGINEERING SERVICES IN THE AMOUNT OF \$65,000.00

Mr. Oneby informed the task order would include bidding and construction engineering services related to the project, as was expected. The Schemmer Associates will assist with engineering services.

Councilmember Miller moved, seconded by Councilmember Tonniges, to approve a task order with Purpose Associates in the amount of \$65,000.00 for bidding and construction services.

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

Nay: None. Absent: None. Motion carried.

C. CONSIDERATION AND APPROVAL OF BID DOCUMENTS OF GENERAL CONTRACTOR SERVICES FOR THE 2024 WATER TREATMENT PLANT REVERSE OSMOSIS IMPROVEMENTS PROJECT AND AUTHORIZE THE CITY TO SEEK BIDS

Mr. Oneby presented the bid documents to complete general contractor services related to the 3rd skid installation. The bid opening is scheduled for July 26th at 2 p.m. The project is expected to be fully completed by April/May 2025.

July 2, 2024

Councilmember Wergin moved, seconded by Councilmember Stryson, to approve the bid documents for general contractor services for installation of the 3rd skid at the Water Treatment Facility and authorization for the City to seek bids.

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

2. ITEMS RELATED TO THE 6TH STREET – ASH TO LINCOLN STREET WATER MAIN REPLACEMENT PROJECT

A. CONSIDERATION OF AN AMENDMENT (#1) TO THE PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$49,615.00 WITH THE SCHEMMER ASSOCIATES FOR CONSTRUCTION ENGINEERING SERVICES

Mr. Oneby described how a conflict of water distribution lines had been discovered on the north side of the 6th Street & Hillcrest Drive intersection in completion of the Hwy 15 Improvements Project. Essentially, the 12” main will need to be lowered approximately 3-4’ to accommodate construction of that section of roadway. The proposed amendment will allow for the design of the structure.

Councilmember Singleton moved, seconded by Councilmember Miller, to approve an amendment to the professional services agreement with The Schemmer Associates for construction engineering services related to the 6th Street – Ash to Lincoln Street Water Main Replacement Project in the amount of \$49,615.00.

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

B. CONSIDERATION OF A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH K2 CONSTRUCTION IN THE AMOUNT OF \$128,328.00 FOR ADDITIONAL ITEMS RELATED TO CONSTRUCTION

Mr. Oneby informed the change order includes the implementation of the design to alleviate the water distribution line conflict at the 6th Street & Hillcrest Drive intersection.

Councilmember Miller moved, seconded by Councilmember Tonniges, to approve a change order to the construction contract with K2 Construction in the amount of \$128,328.00.

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

3. ITEMS RELATED TO CONSTRUCTION OF A 500,000-GALLON WATER TOWER (DOWNTOWN)

A. CONSIDERATION OF A CHANGE ORDER (#2) TO THE CONSTRUCTION CONTRACT WITH GENERAL EXCAVATING, INC. FOR THE SITE WORK & UTILITIES PROJECT IN THE AMOUNT OF \$102,202.00

Mr. Oneby noted the change was related to the conditions discovered upon excavation of the site, which were previously unknown at the time of design. The change order will modify the underground piping to best suit the water distribution lines from the tower.

Councilmember Miller moved, seconded by Councilmember Tonniges, to approve a change order to the construction contract with General Excavating, Inc. in the amount of \$102,202.00.

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

B. CONSIDERATION OF A CHANGE ORDER #2 (NCE) TO THE CONSTRUCTION CONTRACT WITH MAGUIRE IRON, INC. FOR CONSTRUCTION OF THE WATER TOWER

Mr. Oneby informed this change order will accommodate the substantial and final completion dates to coincide with the utilities and site work project.

Councilmember Wergin moved, seconded by Councilmember Stryson, to approve a change order to the construction contract with Maguire Iron, Inc. to no-cost extend the substantial and final completion dates of the project.

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

4. UPDATE ON THE WELLNESS CENTER PROJECT

Executive Director Brase informed that the roofing and insulation had been completed on all buildings on site. Slab preparation and cement pours are ongoing in the gym, weight room, locker room, classroom, and studio. The pool dig has completed. Pouring of Eaton Drummer Boulevard has been delayed due to recent heavy rains.

July 2, 2024

5. UPDATE ON THE HWY 15 CONSTRUCTION PROJECT

Mr. Butcher indicated that Phase II was completed on June 28th, on schedule for the 4th of July celebration. Phase III will begin on July 8th at the Park Ave. intersection. The southbound lane from Park Ave. to Bradford Street will be closed for demolition and completion first with traffic limited to southbound only. The Hwy 15-Seward Street intersection will be completed in August after delivery of the updated traffic lighting system. Asphalt paving near the High School will be completed before the start of the school year.

CITY ADMINISTRATOR’S REPORT

Mr. Butcher mentioned that it rained approximately 4” the previous evening; therefore, many low-lying roads, parks, and trail areas were currently in a state of flooding from Plum Creek and Blue River discharges. City Administration continues to monitor bridges and roadways as is needed. Additionally, it was noted that a circulation pump at the pool was currently under repair with the pool being closed until completion.

Councilmember Wergin moved, seconded by Councilmember Stryson, that the City Administrator’s report of July 2, 2024, be accepted.

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

Nay: None. Absent: None. Motion carried.

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

Councilmember Tonniges reported that she had received a request from a citizen to re-examine the length of fireworks discharge in the City. Mr. Butcher reported that research had shown that Seward was comparable in length to similar cities within the State. No change was proposed at this time.

MOTION TO ADJOURN

Councilmember Kolterman moved, seconded by Councilmember Singleton, that the July 2, 2024, City Council Meeting be adjourned.

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

Nay: None. Absent: None. Motion carried.

Adjourned approximately 7:56 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Consideration of an Ordinance Approving the Preliminary and Final Plat of Heritage Farms - Building/Zoning & Code Enf. Director Dworak

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

Staff Report
Tim Dworak, Building/Zoning &
Code Enforcement Director
402-643-2928 opt 3 opt 1

APPLICATION TYPE

Major Subdivision Application

FINAL ACTION?

DEVELOPER/OWNER

Tom & Kristi Rathje

PC HEARING DATE

July 8, 2024

RELATED APPLICATIONS

Rezone

PROPERTY ADDRESS, ZONING DISTRICT/USE

1713 252nd Rd, AG, Agriculture

ADJACENT ZONING DISTRICTS/USE:

- North, AG, Agriculture – Larry & Carol Aldrich Trustees
- North, RR, Rural Residential – Kurt & Carmen Johnson
- East, AG, Agriculture – AJ Herrold
- South, AG, Agriculture – HBH Farms LLC (Tim Hughes)
- West, RR, Single Family – Ron & Annette Wallman

BRIEF SUMMARY OF REQUEST:

A Major Subdivision preliminary and final plat review of lots 1 through 7 Heritage Farms. A 7 lot development for the purpose of single family rural residential living.



APPLICATION CONTACT

Tom or Kristi Rathje, 402-641-3601
1719 N 1st St, Seward, NE 68434

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The proposed site is undefined by the comp plan.

ANALYSIS

This is an application to subdivide 38 acres into 7 Rural Residential lots at the northwest corner of 252nd Road and Waverly Road in the ETJ (Extra Territorial Jurisdiction).

The property is not served by City utilities and does not require the extension of utilities or streets. Jon Regnier, Seward County Highway Superintendent has been notified and has no concern with each lot needing an access from either Waverly Road or 252nd Road. Each property would be required to file an application with the County for review and approval of that access. Individual sewage and water systems would require permits from State of Nebraska for such work.

The platted lots meet the minimum requirements for lots in a RR (Rural Residential) zoning district.

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

APPROXIMATE LAND AREA:

38.13 acres or 1,660,942.8 square feet +/-

LEGAL DESCRIPTION:

REFERRING TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE IN A NORTHERLY DIRECTION ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10 AND ON AN ASSUMED BEARING OF N02°07'40"W, FOR A DISTANCE OF 53.00 TO THE POINT OF BEGINNING; THENCE S88°01'23"W ON THE NORTHERLY 53.00' RIGHT-OF-WAY LINE OF WAVERLY ROAD, FOR A DISTANCE OF 1325.12' TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE N02°05'42"W ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10, FOR A DISTANCE OF 1270.51' TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE N87°57'42"E ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10, FOR A DISTANCE OF 1324.39' TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE S02°07'40"E ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10, FOR A DISTANCE OF 1271.93' TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 38.66 ACRES, MORE OR LESS.

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director



PAID
6-5 CLK

City of Seward Planning Commission
Major Subdivision Application

Application shall be submitted a minimum of 30 days prior to the City Planning Commission Meeting. City Planning Commission meets the 2nd Monday of each Month.

Date: 6-5-24 Preliminary Plat Fee: \$400 + \$40 per Lot: 280 + Notification Fee: \$100 = Amount Due: \$500

Owner/Developer: Tom & Kristi Rathje Address: 1719 N. 1st St. Seward NE 68434
 Email: tomrathje@hotmail.com Phone: 402-641-3601
 Legal Description: Section 10-11-3 SE 1/4 SE 1/4 38.13 ACHS Subdivision: Heritage Farms
 Project Engineer: Allied Survey Seward, NE Number of Lots: 7
 Present Zoning: Ag Requested Zoning: RR

Within City Limits	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	NA <input type="checkbox"/>
Adjacent to City Limits	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	NA <input type="checkbox"/>
Within 2 Mile Area	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
Annexation Requested	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	NA <input type="checkbox"/>
Subdivision Agreement Submitted	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>
Performance Bond Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>

Signed by Developer: *Kristi Rathje*

Preliminary Plat Review

<u>Staff Review</u>	<u>Agency Review</u>
Electric Dept <input type="checkbox"/>	Cable TV <input type="checkbox"/>
Street Dept <input type="checkbox"/>	Gas Co <input type="checkbox"/>
Police Dept <input type="checkbox"/>	Phone Co <input type="checkbox"/>
Park/Rec Dept <input type="checkbox"/>	School Board <input type="checkbox"/>
	County P.C. <input type="checkbox"/>

Final Plat Fee: \$100 + \$10 per Lot: 70 + Filing Fee: 52 = Amount Due: \$100

Aid to Construction for Electric Department per Resolution No. 2015-25

Developer Fee \$400 Per Lot: N/A Developer Fees - \$4 per foot of electrical line installation: N/A

Neighborhood Park Dedication/Fees In Lieu Of (City of Seward Unified Land Development Ord. 410-41.5) See ULDO Article 41, Public Improvements & Infrastructure, 410-41.5 Section B, Parks and Reservations, to determine land or cash donation: N/A

Total Amount Due: \$600.00

Date Action Taken: Planning Commission _____ City Council _____

HERITAGE FARMS

Located in the Southeast Quarter of the Southeast Quarter of Section 10, Township 11 North,
Range 3 East of the 6th P.M., Seward County, Nebraska
PRELIMINARY PLAT

NE COR SE1/4 SEC 10-11-3E
Found 2" Aluminum Cap
NE 45.11' to Nail in Top of Gate Post
ESE 40.89' to Mag Nail and Washer in Brace Post
SW 39.57' to Mag Nail and Washer in Power Pole
W 33.46' to "X" Nails in Top of End Post

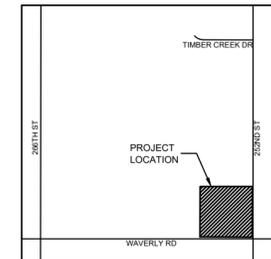
NE COR SE1/4 SE1/4 SEC 10-11-3E
Set 5/8"x24" Rebar w/ Plastic Cap LS 595
SSW 82.70' to Nail in PP
WSW 43.14' to Nail in BP
W 33.00' to Capped Rebar
W 33.01' to Capped Rebar

LEGEND

- = FOUND CAPPED REBAR
- ◆ = SECTION CORNER AS NOTED IN TIES
- = SET 5/8"x24" REBAR W/ 595 PLASTIC CAP
- M = MEASURED DISTANCE
- D = DEEDED DISTANCE

BENCHMARK

Z80
PID-LG0507
BRASS CAP IN NE COR.
RR BRIDGE ABUTMENT
EL: 1442.77 NAVD 88



VICINITY MAP

SURVEYOR'S CERTIFICATE

I hereby certify that I have caused to be surveyed the subdivision to be known as "HERITAGE FARMS". A subdivision in the Southeast Quarter of the Southeast Quarter of Section 10, Township 11 North, Range 3 East, of the 6th P.M., Seward County, Nebraska, except that portion deeded in Book 77, Page 261, and more particularly described as follows:

Referring to the Southeast corner of the Southeast Quarter of the Southeast Quarter of said Section 10; thence in a Northerly direction on the East line of the Southeast Quarter of the Southeast Quarter of said Section 10 and on an assumed bearing of N02°07'40"W, for a distance of 53.00' to the POINT OF BEGINNING; thence S88°01'23"W on the Northerly 53.00' Right-of-Way line of Waverly Road, for a distance of 1325.12' to a point on the West line of the Southeast Quarter of the Southeast Quarter of said Section 10; thence N02°05'42"W on the West line of the Southeast Quarter of the Southeast Quarter of said Section 10, for a distance of 1270.51' to the Northwest corner of the Southeast Quarter of the Southeast Quarter of said Section 10; thence N87°57'42"E on the North line of the Southeast Quarter of the Southeast Quarter of said Section 10, for a distance of 1324.39' to the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 10; thence S02°07'40"E on the East line of the Southeast Quarter of the Southeast Quarter of said Section 10, for a distance of 1271.93' to the POINT OF BEGINNING and containing a calculated area of 38.66 acres, more or less.

Subject to any and all easements, reservations, restrictions and conveyances of record.

SIGNED THIS _____ DAY OF _____, 2024

RICHARD KINGMAN LS 595

OWNERS OF PROPERTY

THE RATHJE FAMILY TRUST
1719 N 1ST ST
SEWARD, NE 68434

ZONING

CURRENT: AG (AGRICULTURAL DISTRICT)
PROPOSED: RR (RURAL RESIDENTIAL DISTRICT)

NOTES:

- SETBACKS SHALL BE PER THE RR - RURAL RESIDENTIAL DISTRICT:
1 FAMILY UNITS
FRONT YARD - 50'
REAR YARD - 50'
SIDE YARD - 25'
STREET SIDE YARD- 50'
- A TITLE COMMITMENT WITH EXCEPTIONS HAVE NOT BEEN PROVIDED, EASEMENTS HAVE NOT BEEN SHOWN.
- CONTOURS SHOWN HAVE BEEN TAKEN FROM THE US GEOLOGICAL SERVICE.

APPROVAL OF THE CITY OF SEWARD PLANNING COMMISSION

THIS PRELIMINARY PLAT OF "HERITAGE FARMS" HAS BEEN SUBMITTED TO AND APPROVED BY THE SEWARD PLANNING COMMISSION.

SIGNED THIS _____ DAY OF _____, 2024

CHAIRPERSON

ATTEST:
SECRETARY OF THE SEWARD PLANNING COMMISSION

APPROVAL OF THE CITY OF SEWARD ZONING ADMINISTRATOR

THIS PRELIMINARY PLAT OF "HERITAGE FARMS" HAS BEEN SUBMITTED TO AND APPROVED BY THE SEWARD PLANNING COMMISSION.

SIGNED THIS _____ DAY OF _____, 2024

ZONING ADMINISTRATOR

APPROVAL OF THE SEWARD CITY COUNCIL

THIS PRELIMINARY PLAT OF "HERITAGE FARMS" HAS BEEN SUBMITTED TO AND APPROVED BY THE SEWARD CITY COUNCIL THIS _____ DAY OF _____, 2024.

SIGNED THIS _____ DAY OF _____, 2024

MAYOR

ATTEST:

CITY CLERK

NW 1/4 SE 1/4
S10-T11-R3E
(NOT PART OF PLAT)

LOT 2
ALDRICH SUBDIVISION
(NOT PART OF PLAT)

LOT 1
ALDRICH SUBDIVISION
(NOT PART OF PLAT)

NW COR SE1/4 SE1/4 SEC 10-11-3E
Found Capped Rebar LS 483
E 9.28' to Nail in Brace Post
SSE 1.21' to Nail in CFP
S 9.72' to Nail in Brace Post

N87°57'42"E
1324.39' M
1324.31'R2

NE COR SE1/4 SE1/4 SEC 10-11-3E
Set 5/8"x24" Rebar w/ Plastic Cap LS 595
SSW 82.70' to Nail in PP
WSW 43.14' to Nail in BP
W 33.00' to Capped Rebar
W 33.01' to Capped Rebar

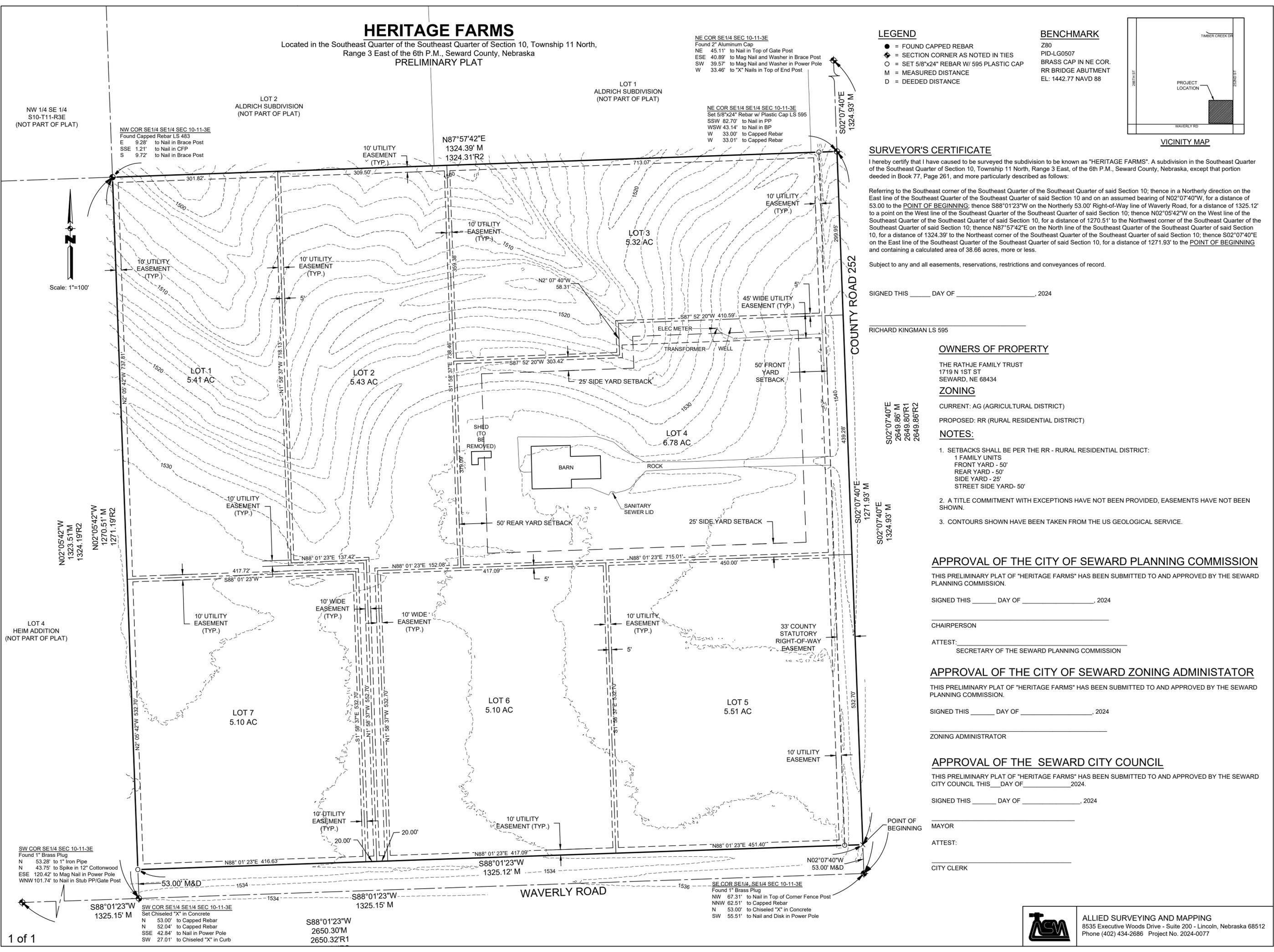
S02°07'40"E
1324.93' M

COUNTY ROAD 252

S02°07'40"E
1271.93' M
S02°07'40"E
1324.93' M



Scale: 1"=100'



HERITAGE FARMS

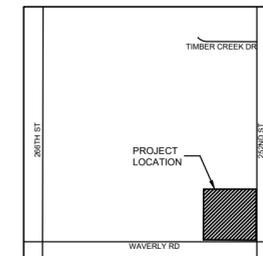
Located in the Southeast Quarter of the Southeast Quarter of Section 10, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska
MAJOR FINAL PLAT

NE COR SE1/4 SEC 10-11-3E
 Found 2" Aluminum Cap
 NE 45.11' to Nail in Top of Gate Post
 ESE 40.89' to Mag Nail and Washer in Brace Post
 SW 39.57' to Mag Nail and Washer in Power Pole
 W 33.46' to "X" Nails in Top of End Post

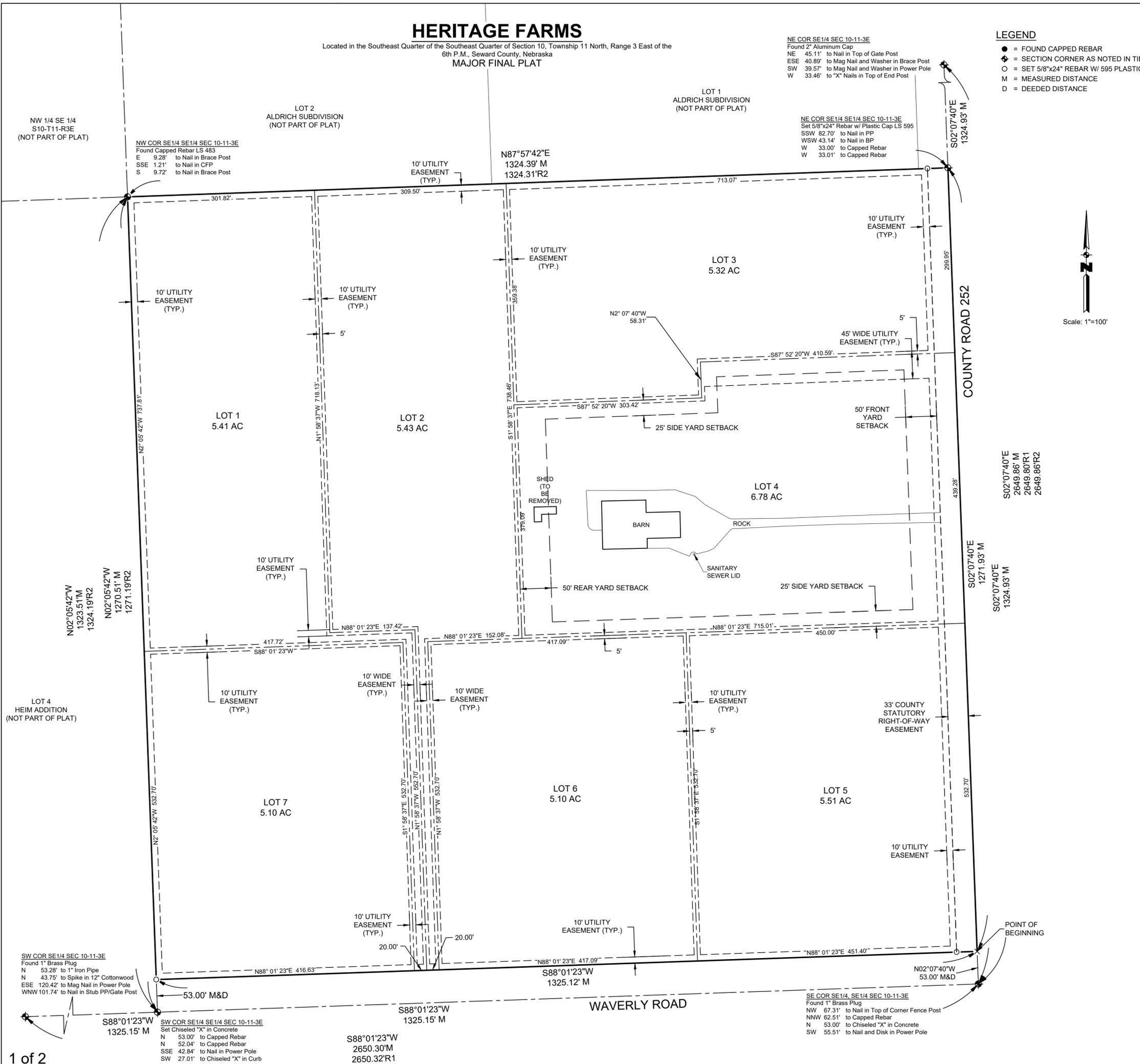
NE COR SE1/4 SE1/4 SEC 10-11-3E
 Set 5/8"x24" Rebar w/ Plastic Cap LS 595
 SSW 82.70' to Nail in PP
 WSW 43.14' to Nail in BP
 W 33.00' to Capped Rebar
 W 33.01' to Capped Rebar

LEGEND

- = FOUND CAPPED REBAR
- ⊕ = SECTION CORNER AS NOTED IN TIES
- = SET 5/8"x24" REBAR W/ 595 PLASTIC CAP
- M = MEASURED DISTANCE
- D = DEEDED DISTANCE



VICINITY MAP



S02°07'40"E
 2649.86' M
 2649.80'R1
 2649.86'R2

COUNTY ROAD 252

S02°07'40"E
 1271.93' M
 S02°07'40"E
 1324.93' M

N02°07'40"W
 53.00' M&D

POINT OF BEGINNING

ZONING
 CURRENT: AG (AGRICULTURAL DISTRICT)
 PROPOSED: RR (RURAL RESIDENTIAL DISTRICT)

NOTES:
 1. SETBACKS SHALL BE PER THE RR - RURAL RESIDENTIAL DISTRICT:
 1 FAMILY UNITS
 FRONT YARD - 50'
 REAR YARD - 50'
 SIDE YARD - 25'
 STREET SIDE YARD- 50'

Return To:
City of Seward
PO BOX 38
Seward, NE 68434

ORDINANCE NO. 2024-10

AN ORDINANCE TO APPROVE THE PLAT ENTITLED "HERITAGE FARMS", A PLAT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA," AS HEREINAFTER SET FORTH; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

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

A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 11, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, EXCEPT THAT PORTION DEEDED IN BOOK 77, PAGE 261, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE IN A NORTHERLY DIRECTION ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10 AND ON AN ASSUMED BEARING OF N02°07'40"W, FOR A DISTANCE OF 53.00 TO THE POINT OF BEGINNING; THENCE S88°01'23"W ON THE NORTHERLY 53.00' RIGHT-OF-WAY LINE OF WAVERLY ROAD, FOR A DISTANCE OF 1325.12' TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE N02°05'42"W ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10, FOR A DISTANCE OF 1270.51' TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE N87°57'42"E ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10, FOR A DISTANCE OF 1324.39' TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE S02°07'40"E ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10, FOR A DISTANCE OF 1271.93' TO THE P OINT OF

BEGINNING AND CONTAINING A CALCULATED AREA OF 38.66 ACRES, MORE OR LESS.

Section 2. Plat Designated. The plat of said real estate is hereby designated as "Heritage Farms", Seward County, Nebraska."

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

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

Passed and approved this _____ day of _____, 2024.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Attest:

Derek Bargmann, City Clerk

2. Public Hearing - 7:00 PM - Consideration of an Ordinance Re-Zoning Property Identified as Heritage Farms from 'AG - Agricultural District' to 'RR - Rural Residential District' - Building/Zoning & Code Enf. Director Dworak

City of Seward Planning Commission

142 N 7th St. Seward, NE 68434

Staff Report

Tim Dworak, Building/Zoning &
Code Enforcement Director

402-643-4000

APPLICATION TYPE

Rezone Application

FINAL ACTION?

DEVELOPER/OWNER

Tom & Kristie Rathje

PC HEARING DATE

July 8, 2024

RELATED APPLICATIONS

Major Subdivision

PROPERTY ADDRESS, ZONING DISTRICT/USE

1713 252nd Rd, AG, Agriculture

ADJACENT ZONING DISTRICTS/USE:

North, AG, Agriculture – Larry & Carol Aldrich Trustees

North, RR, Residential – Kurt & Carmen Johnson

East, AG, Agriculture – AJ Herrold

South, AG, Agriculture – HBH Farms (Tim Hughes)

West, RR, Residential – Ron & Annette Wallman

BRIEF SUMMARY OF REQUEST:

A Rezone application to change the current zoning from AG (Agriculture) to RR (Rural Residential District) for purposes single family homes.



APPLICATION CONTACT

Tom or Kristi Rathje, 402-641-3601

1719 N 1st St, Seward, NE 68434

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The proposed site is undefined by the comp plan.

ANALYSIS

Applicant is requesting a rezone from AG-Agricultural District to RR – Rural Residential District. A major subdivision plat is subdividing a parcel of land for the purpose of single family homes from agricultural land. The parcel meets zoning requirements of rural residential.

The current property is located outside the city limits of the City of Seward but is within the Extra Territorial Jurisdiction (ETJ) of the City of Seward.

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

APPROXIMATE LAND AREA:

38.13 acres or 1,660,942.8 square feet +/-

LEGAL DESCRIPTION:

REFERRING TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE IN A NORTHERLY DIRECTION ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10 AND ON AN ASSUMED BEARING OF N02°07'40"W, FOR A DISTANCE OF 53.00 TO THE POINT OF BEGINNING; THENCE S88°01'23"W ON THE NORTHERLY 53.00' RIGHT-OF-WAY LINE OF WAVERLY ROAD, FOR A DISTANCE OF 1325.12' TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE N02°05'42"W ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10, FOR A DISTANCE OF 1270.51' TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE N87°57'42"E ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10, FOR A DISTANCE OF 1324.39' TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE S02°07'40"E ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10, FOR A DISTANCE OF 1271.93' TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 38.66 ACRES, MORE OR LESS.

Prepared by

Tim Dworak

City of Seward Building - Zoning – Code Enforcement Director



PAID
6-5 CH

Request for Amendment to the Unified Land Development Ordinance

Date: 6/5/2024 Application Fee: \$200 + Notification Fee: \$100 + Filing Fee: = Amount Due: \$300

Applicant: Tom+Kristi Rathje Address: 1779 N. 15th, Seward, NE 68434

Phone: 402-641-3601 Email: tomrathje@hotmail.com

I wish to Build Alter Buildings/ Structures Change the Use of Land or Structures Premise Address: 1713 N. 252nd Road Seward, NE 68434

Legal Description:

Section 10-11-3 SE 1/4 SE 1/4 38.13 acres Seward County, NE

The following change in the Unified Land Development ordinance is hereby requested:

Change in zoning of the subject property from its present classification: Agriculture

To the following proposed zoning classification: Rural Residential

Amend the text or district regulations as follows:

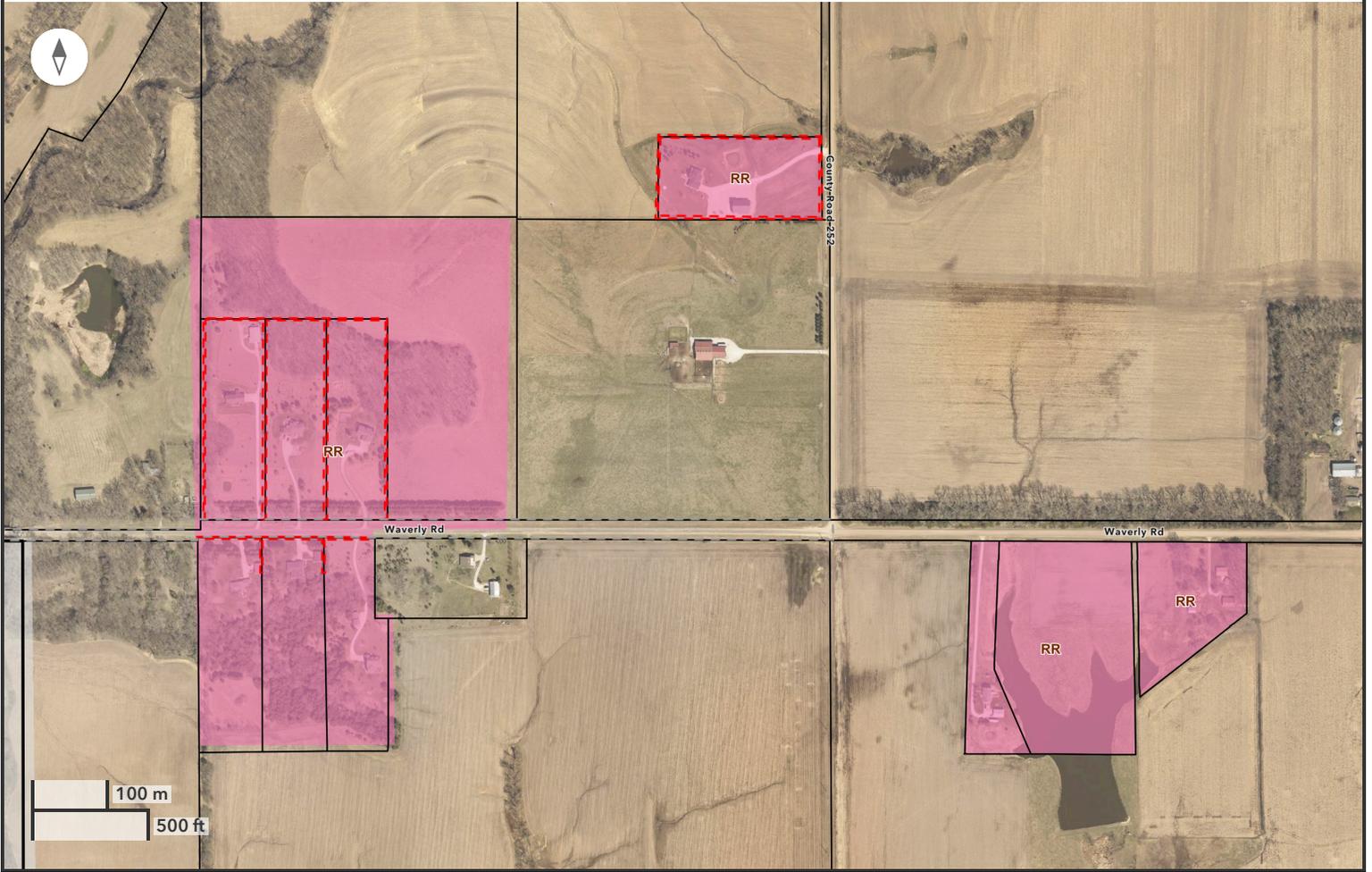
To permit the following improvement or use:

The applicant shall furnish a plat of the area containing the property for which a zoning change is sought and including all the lots within 300 feet of the property lines of the subject property. The plat shall show existing and proposed zoning.

I certify that the above information and that required by section of the Unified Land Development Ordinance, as submitted herewith, is, to the best of my knowledge, true and accurate.

Applicate Signature:

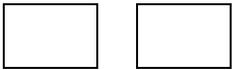
Zoning Map



Easements



Parcels City Limits



Zoning



Two Mile Limits



ORDINANCE NO. 2024-11

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE TWO-MILE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO RR RURAL RESIDENTIAL DISTRICT; SPECIFICALLY, TRACTS OF LAND NORTH OF WAVERLY RD AND WEST OF 252ND RD; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. PROPERTY REZONED. The following described property located within the Two-Mile Extra Territorial Jurisdiction of the City of Seward, Nebraska is hereby rezoned from "AG Agricultural District", to "RR Rural Residential District" to wit:

A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 11, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, EXCEPT THAT PORTION DEEDED IN BOOK 77, PAGE 261, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE IN A NORTHERLY DIRECTION ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10 AND ON AN ASSUMED BEARING OF N02°07'40"W, FOR A DISTANCE OF 53.00 TO THE POINT OF BEGINNING; THENCE S88°01'23"W ON THE NORTHERLY 53.00' RIGHT-OF-WAY LINE OF WAVERLY ROAD, FOR A DISTANCE OF 1325.12' TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE N02°05'42"W ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10, FOR A DISTANCE OF 1270.51' TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE N87°57'42"E ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10, FOR A DISTANCE OF 1324.39' TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE S02°07'40"E ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10, FOR A DISTANCE OF 1271.93' TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 38.66 ACRES, MORE OR LESS. ALSO KNOWN AS HERITAGE FARMS.

Section 2. USES PERMITTED. Uses permitted by the ordinance of the City of Seward, Nebraska for "Rural Residential District" are hereby and herein authorized for said area and land described in Section 1 of this ordinance.

Section 3. ZONING MAP AMENDED. The official map of the City of Seward, Nebraska is amended, and it is ordered that the above described land shall now be shown as "RR Rural Residential District."

Section 4. PAMPHLET FORM; PUBLICATION; WHEN OPERATIVE. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval, and publication or posting as provided by law and city ordinance.

Passed and approved this _____ day of _____,
2024.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

3. Public Hearing - 7:00 PM - Consideration of an Ordinance Approving the Preliminary and Final Plat of Meihomes Addition - Building/Zoning & Code Enf. Director Dworak

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

Staff Report
Tim Dworak, Building/Zoning &
Code Enforcement Director
402-643-2928 opt 3 opt 1

APPLICATION TYPE

Major Subdivision Application

FINAL ACTION?

DEVELOPER/OWNER

Derek Leininger

PC HEARING DATE

July 8, 2024

RELATED APPLICATIONS

Rezone

PROPERTY ADDRESS, ZONING DISTRICT/USE

1015 S Columbia, AG, Agriculture

ADJACENT ZONING DISTRICTS/USE:

North, RM, Mobile Home Residential – Brent & Becky Horne, Dean Schultz, City of Seward

East, R-4, Exempt – City of Seward

South, R-4, Residential – Derek Leininger

West, RM, Mobile Home Residential – City of Seward

BRIEF SUMMARY OF REQUEST:

A Major Subdivision preliminary and final plat review of lots 1 through 6 Meihomes Addition. A 6 lot development for the purpose of single family residential living.



APPLICATION CONTACT

Derek Leininger, 402-641-5217

1540 210th Rd, Seward, NE 68434

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The proposed site is undefined by the comp plan.

ANALYSIS

This is an application to divide multiple lots on 6.56 acres into 5 Residential lots including separating an existing home site and 1 lot to be developed at a later date at the southwest corner of Depot Street and South Columbia Ave.

The property is served by City utilities and does not require the extension of utilities or streets. City utility departments have reviewed the plat and have made sure there utilities are available and protected through the use of easements.

The platted lots meet the minimum requirements for lots in an R-4 Urban Residential Multifamily District (High-Density) zoning district.

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

APPROXIMATE LAND AREA:

6.56 acres or 285,753.6square feet +/-

LEGAL DESCRIPTION:

A SUBDIVISION OF ALL OF BLOCK 1, MIDLAND PACIFIC RAILWAY TOWNSITE COMPANYS ADDITION TO SOUTH SEWARD AND A PORTION OF LOTS 1, 4, 5, 8, 9, 12, 13, 16 AND 17, BLOCK 2 MIDLAND PACIFIC RAILWAY TOWNSITE COMPANYS ADDTION TO SOUTH SEWARD AND A PART OF THE DEPOT GROUNDS AS PLATTED IN MIDLAND PACIFIC RAILWAY TOWNSITE COMPANYS ADDTION TO SOUTH SEWARD, A PART OF VACATED DEPOT STREET AND A PART OF VACATED MIDLAND STREET AND A PART OF VACATED 1ST, A PART OF LOTS 1-, 11, 12, 13, 14 AND A PART OF THE NORTH-SOUTH ALLY IIN BLOCK 11, SOUTH SEWARD ADDTION LOCATED IN THE NORTHWEST QUARTER OF SECTION 28, AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNHSIP 11, RANGE 3, EAST OF THE 6TH P.M. CITY OF SEWARD, SEWARD COUTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE IN A WESTERLY DIRECTION ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28 AND ON AN ASSUMED BEARING OF N 89°15'22" W, FOR A DISTANCE OF 15.00' THENCE S00°15'17"W, FOR A DISTANCE OF 33.00' TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE WESTERLY 15.00' RIGHT-OF-WAY LINE OF COLUMBIA AVENUE AND THE SOUTHERLY 33.00' RIGHT-OF-WAY LINE OF DEPOT STREET; THENCE CONTINUING IN A SOUTHERLY DIRECTION S00°15'17"W ON THE WESTERLY 15.00' RIGHT-OF-WAY LINE OF COLUMBIA AVENUE, FOR A DISTANCE OF 656.13'; THENCE N89°44'43"W, FOR A DISTANCE OF 408.34' TO A POINT ON THE EASTERLY 50.00' RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD; THENCE IN A NORTHWESTERLY DIRECTION ON THE EASTERLY 50.00' RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD AND ON A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 842.34', A RADIUS OF 998.32', A DELTA ANGLE OF 48°20'37", A CHORD BEARING OF

N11°01'29"W, FOR A CHORD LENGTH OF 817.57'; THENCE N 69°15'18" E, FOR A DISTANCE OF 36.13'; THENCE S58°16'17"E, FOR A DISTANCE OF 235.10' TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28 AND ON THE WESTERLY RIGHT-OF-WAY LINE OF 1ST STREET EXTENDED SOUTH; THENCE S00°09'13"W ON THE WESTERLY RIGHT-OF-WAY LINE OF 1ST STREET EXTENDED SOUTH, FOR A DISTANCE OF 32.88' TO A POINT ON THE SOUTHERLY 33.00' RIGHT-OF-WAY LINE OF DEPOT STREET; THENCE S89°14'05"E ON THE SOUTHERLY 33.00' RIGHT-OF-WAY LINE OF DEPOT STREET, FOR A DISTANCE OF 333.97' TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 6.56 ACRES, MORE OR LESS.

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director



PAID
5-31-17

City of Seward Planning Commission
Major Subdivision Application

Application shall be submitted a minimum of 30 days prior to the City Planning Commission Meeting. City Planning Commission meets the 2nd Monday of each Month.

Date: 5/21 Preliminary Plat Fee: \$400 + \$40 per Lot: \$80 + Notification Fee: \$100 = Amount Due: \$580

Owner/Developer: Derek Leininger Address: 1548 210th Seward, NE 68434
 Email: dlein017@gmail.com Phone: 402-641-5217
 Legal Description: Part of Midland Pacific Railroad Subdivision: _____
 Project Engineer: Allied Surveyors Number of Lots: 2
 Present Zoning: RM Requested Zoning: R4

Within City Limits	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
Adjacent to City Limits	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	NA <input type="checkbox"/>
Within 2 Mile Area	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	NA <input type="checkbox"/>
Annexation Requested	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	NA <input type="checkbox"/>
Subdivision Agreement Submitted	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	NA <input type="checkbox"/>
Performance Bond Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	NA <input type="checkbox"/>

160
+ 40
\$200

Signed by Developer: [Signature]

Preliminary Plat Review

<u>Staff Review</u>	<u>Agency Review</u>
Electric Dept _____	Cable TV _____
Street Dept _____	Gas Co _____
Police Dept _____	Phone Co _____
Park/Rec Dept _____	School Board _____
	County P.C. _____

Final Plat Fee: \$100 + \$10 per Lot: \$20 + Filing Fee: \$52 = Amount Due: \$172

Aid to Construction for Electric Department per Resolution No. 2015-25

Developer Fee _____ Developer Fees - \$4 per foot
 \$400 Per Lot : _____ of electrical line installation: _____

Neighborhood Park Dedication/Fees In Lieu Of (City of Seward Unified Land Development Ord. 410-41.5) See ULDO Article 41, Public Improvements & Infrastructure, 410-41.5 Section B, Parks and Reservations, to determine land or cash donation: _____

Total Amount Due: \$752.00

Date Action Taken: Planning Commission _____ City Council _____

MEIHOMES ADDITION

Located in the Southwest Quarter of Section 21 and the Northwest Quarter of Section 28, Township 11 North, Range 3 East: City of Seward, Nebraska
PRELIMINARY PLAT



VICINITY MAP
NO SCALE

SURVEYOR'S CERTIFICATE

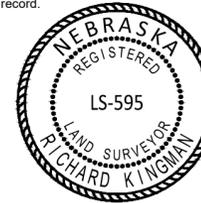
I hereby certify that I have caused to be surveyed the subdivision to be known as "MEIHOMES ADDITION". A subdivision of All of Block 1, Midland Pacific Railway Townsite Company's Addition to South Seward AND a portion of Lots 1, 4, 5, 8, 9, 12, 13, 16 and 17, Block 2, Midland Pacific Railway Townsite Company's Addition to South Seward AND a part of the Depot Grounds as platted in Midland Pacific Railway Townsite Company's Addition to South Seward, a part of vacated Depot Street and a part of vacated Midland Street and a part of vacated 1st Street, a part of Lots 10, 11, 12, 13, 14 and a part of the North-South alley all in Block 11, South Seward Addition located in the Northwest Quarter of Section 28 and the Southwest Quarter of Section 21, Township 11 North, Range 3 East of the 6th P.M., City of Seward, Seward County, Nebraska and more particularly described as follows:

Referring to the Northeast corner of the Northwest Quarter of said Section 28; thence in a Westerly direction on the North line of the Northwest Quarter of said Section 28 and on an assumed bearing of N 89°15'22" W, for a distance of 15.00' thence S 00°15'17" W, for a distance of 33.00' to the POINT OF BEGINNING, said point being the intersection of the Westerly 15.00' Right-of-Way line of Columbia Avenue and the Southerly 33.00' Right-of-Way line of Depot Street; thence continuing in a Southerly direction S 00°15'17" W on the Westerly 15.00' Right-of-Way line of Columbia Avenue, for a distance of 656.13'; thence N 89°44'43" W, for a distance of 408.34' to a point on the Easterly 50.00' Right-of-Way line of the Burlington Northern Santa Fe Railroad; thence in a Northwesterly direction on the Easterly 50.00' Right-of-Way line of the Burlington Northern Santa Fe Railroad and on a curve turning to the left with an arc length of 842.34', a radius of 998.32', a delta angle of 48°20'37", a chord bearing of N 11°01'29" W, for a chord length of 817.57'; thence N 69°15'18" E, for a distance of 36.13'; thence S 58°16'17" E, for a distance of 235.10' to a point on the North line of the Northwest Quarter of said Section 28 and on the Westerly Right-of-Way line of 1st Street extended South; thence S 00°09'13" W on the Westerly Right-of-Way line of 1st Street extended South, for a distance of 32.88' to a point on the Southerly 33.00' Right-of-Way line of Depot Street; thence S 89°14'05" E on the Southerly 33.00' Right-of-Way line of Depot Street, for a distance of 333.97' to the POINT OF BEGINNING and containing a calculated area of 6.56 acres, more or less.

Subject to any and all easements, reservations, restrictions and conveyances of record.

SIGNED THIS _____ DAY OF _____, 2024

RICHARD KINGMAN LS 595



OWNERS OF PROPERTY

DEREK LEININGER & NICHOLAS LUHRS
1548 210TH STREET
SEWARD, NE 68434

DEVELOPER

MEIHOMES, LLC
7162 NW 18TH STREET
LINCOLN, NE 68521

ZONING

CURRENT: RM - MOBILE HOME RESIDENTIAL DISTRICT (PROPOSED R-4) AND
R-4 - URBAN RESIDENTIAL MULTIFAMILY DISTRICT

NOTES:

- SETBACKS SHALL BE PER THE RM & R-4 DISTRICTS:
1 FAMILY DETACHED UNITS
FRONT YARD - 25'
REAR YARD - 20% OF DEPTH
SIDE YARD - 5'
STREET SIDE YARD - 25'

APPROVAL OF THE CITY OF SEWARD PLANNING COMMISSION

THIS PRELIMINARY PLAT OF "MEIHOMES ADDITION" HAS BEEN SUBMITTED TO AND APPROVED BY THE SEWARD PLANNING COMMISSION.

SIGNED THIS _____ DAY OF _____, 2024

CHAIRPERSON

ATTEST:
SECRETARY OF THE SEWARD PLANNING COMMISSION

APPROVAL OF THE CITY OF SEWARD CITY COUNCIL

THIS PRELIMINARY PLAT OF "MEIHOMES ADDITION" HAS BEEN SUBMITTED TO AND APPROVED BY THE SEWARD CITY COUNCIL.

SIGNED THIS _____ DAY OF _____, 2024

MAYOR

ATTEST:

CITY CLERK

APPROVAL OF THE CITY OF SEWARD ZONING ADMINISTRATOR

THIS PRELIMINARY PLAT OF "MEIHOMES ADDITION" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF ZONING ADMINISTRATOR.

SIGNED THIS _____ DAY OF _____, 2024

ZONING ADMINISTRATOR

CURVE DATA

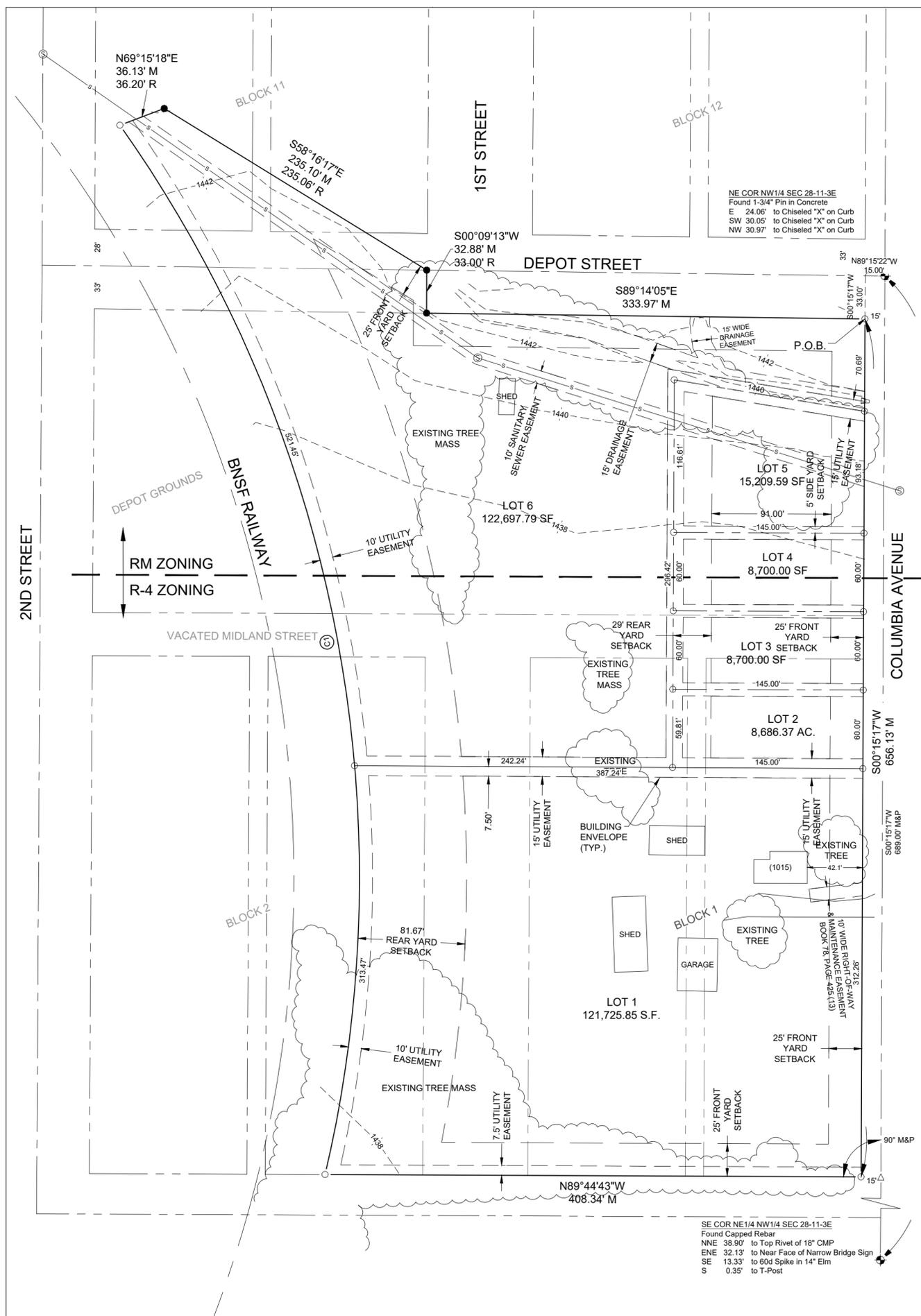
CURVE #	RADIUS	ANGLE	TANGENT	LENGTH	CH DIST	CH BRG
C1	998.32'	48°20'37"	448.07'	842.34'	817.57'	N11°01'29"W

LEGEND

- = FOUND CAPPED REBAR
- ⊕ = SECTION CORNER AS NOTED IN TIES
- = SET 5/8"x24" REBAR W/ 595 PLASTIC CAP
- M = MEASURED DISTANCE
- P = PLAT DISTANCE
- R = RECORDED BY LS 333, SIGNED AUGUST 2015

BENCHMARK

- Z80
- PID-LG0507
- BRASS CAP IN NE COR.
- RR BRIDGE ABUTMENT
- EL: 1442.77 NAVD 88

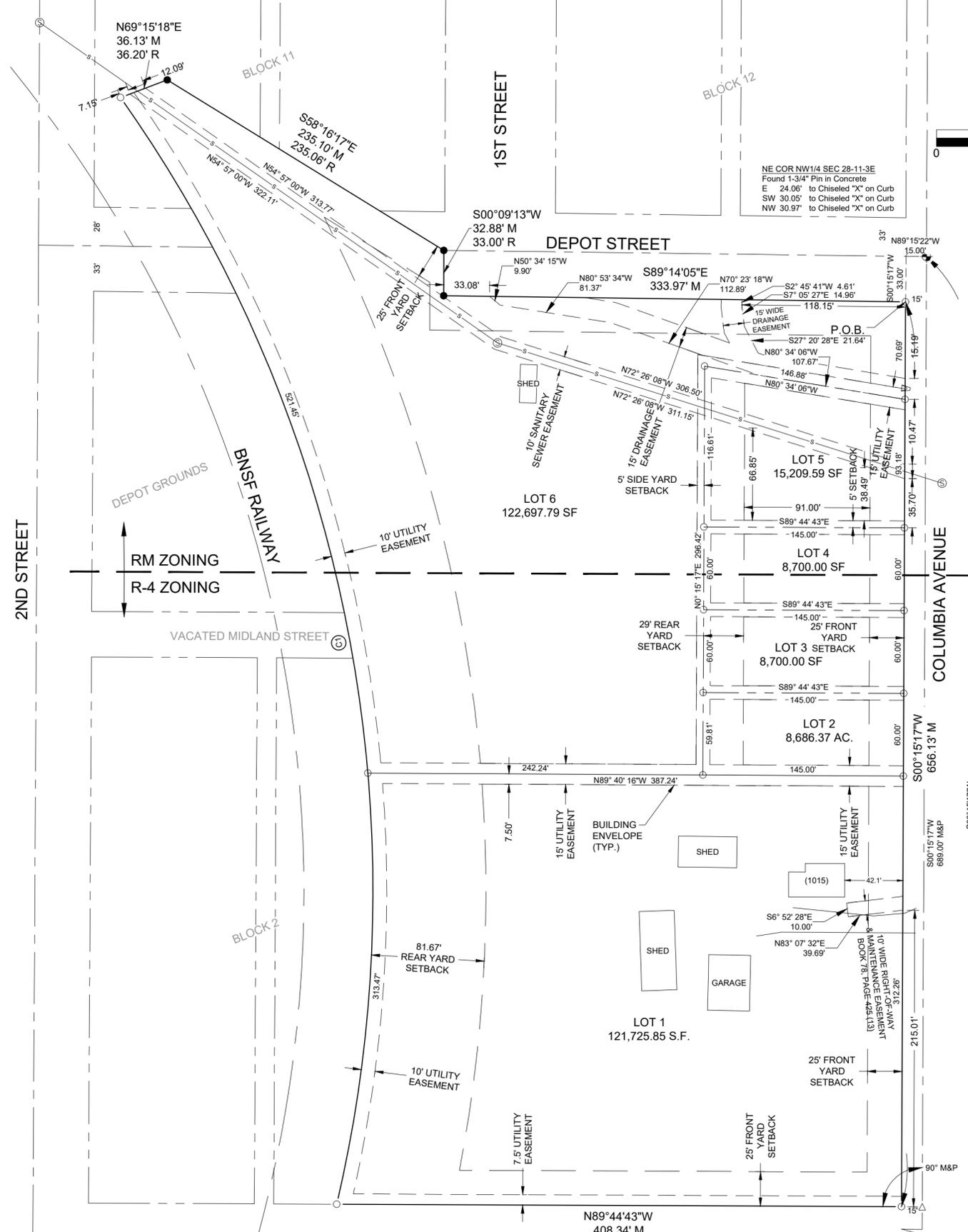


NE COR NW1/4 SEC 28-11-3E
Found 1-3/4" Pin in Concrete
E 24.00' to Chiseled "X" on Curb
SW 30.05' to Chiseled "X" on Curb
NW 30.97' to Chiseled "X" on Curb

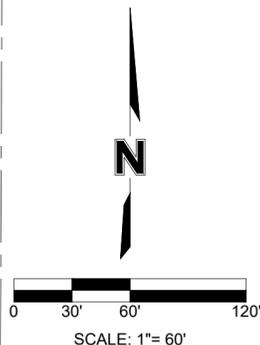
SE COR NE1/4 NW1/4 SEC 28-11-3E
Found Capped Rebar
NNE 38.90' to Top Rivet of 18" CMP
ENE 32.13' to Near Face of Narrow Bridge Sign
SE 13.33' to 60d Spike in 14" Elm
S 0.35' to T-Post

MEIHOMES ADDITION

Located in the Southwest Quarter of Section 21 and the Northwest Quarter of Section 28, Township 11 North, Range 3 East: City of Seward, Nebraska
MAJOR FINAL PLAT



NE COR NW1/4 SEC 28-11-3E
 Found 1-3/4" Pin in Concrete
 E 24.06' to Chiseled "X" on Curb
 SW 30.05' to Chiseled "X" on Curb
 NW 30.97' to Chiseled "X" on Curb



SURVEYOR'S CERTIFICATE

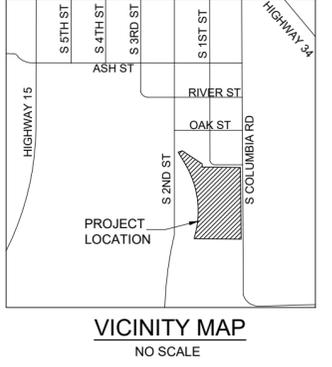
I hereby certify that I have caused to be surveyed the subdivision to be known as "MEIHOMES ADDITION". A subdivision of All of Block 1, Midland Pacific Railway Townsite Company's Addition to South Seward AND a portion of Lots 1, 4, 5, 8, 9, 12, 13, 16 and 17, Block 2, Midland Pacific Railway Townsite Company's Addition to South Seward AND a part of the Depot Grounds as platted in Midland Pacific Railway Townsite Company's Addition to South Seward, a part of vacated Depot Street and a part of vacated Midland Street and a part of vacated 1st Street, a part of Lots 10, 11, 12, 13, 14 and a part of the North-South alley in Block 11, South Seward Addition located in the Northwest Quarter of Section 28 and the Southwest Quarter of Section 21, Township 11 North, Range 3 East of the 6th P.M., City of Seward, Seward County, Nebraska and more particularly described as follows:

Referring to the Northeast corner of the Northwest Quarter of said Section 28; thence in a Westerly direction on the North line of the Northwest Quarter of said Section 28 and on an assumed bearing of N 89°15'22" W, for a distance of 15.00' thence S00°15'17"W, for a distance of 33.00' to the POINT OF BEGINNING, said point being the intersection of the Westerly 15.00' Right-of-Way line of Columbia Avenue and the Southerly 33.00' Right-of-Way line of Depot Street; thence continuing in a Southerly direction S00°15'17"W on the Westerly 15.00' Right-of-Way line of Columbia Avenue, for a distance of 656.13'; thence N89°44'43"W, for a distance of 408.34' to a point on the Easterly 50.00' Right-of-Way line of the Burlington Northern Santa Fe Railroad; thence in a Northwesterly direction on the Easterly 50.00' Right-of-Way line of the Burlington Northern Santa Fe Railroad and on a curve turning to the left with an arc length of 842.34', a radius of 998.32', a delta angle of 48°20'37", a chord bearing of N11°01'29"W, for a chord length of 817.57'; thence N 69°15'18" E, for a distance of 36.13'; thence S58°16'17"E, for a distance of 235.10' to a point on the North line of the Northwest Quarter of said Section 28 and on the Westerly Right-of-Way line of 1st Street extended South; thence S00°09'13"W on the Westerly Right-of-Way line of 1st Street extended South, for a distance of 32.88' to a point on the Southerly 33.00' Right-of-Way line of Depot Street; thence S89°14'05"E on the Southerly 33.00' Right-of-Way line of Depot Street, for a distance of 333.97' to the POINT OF BEGINNING and containing a calculated area of 6.56 acres, more or less.

Subject to any and all easements, reservations, restrictions and conveyances of record.

SIGNED THIS _____ DAY OF _____, 2024

RICHARD KINGMAN LS 595



OWNERSHIP CERTIFICATE

I, DEREK LEININGER AND KATIE J. LEININGER, NICHOLAS J. LUHRS AND RACHEL A. SKRADSKI-LUHRS, HUSBANDS AND WIVES THE UNDERSIGNED OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, DOES HEREBY CERTIFY THAT I LAID OUT, PLATTED AND SUBDIVIDED AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "MEIHOMES ADDITION", AS PLATTED IN THE NORTHWEST QUARTER OF SECTION 28 AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD, NEBRASKA

CLEAR TITLE TO THE LAND IN THIS PLAT GUARANTEED.

WITNESS MY HAND THIS _____ DAY OF _____, 2024

DEREK LEININGER, HUSBAND

KATIE J. LEININGER, WIFE

NICHOLAS J. LUHRS, HUSBAND

RACHEL A. SKRADSKI-LUHRS, WIFE

ACKNOWLEDGEMENT OF NOTARY

STATE OF _____)
 COUNTY OF _____) SS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED DEREK LEININGER AND KATIE J. LEININGER, HUSBAND AND WIFE, AND THEY ACKNOWLEDGED THIS EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2024

NOTARY PUBLIC (PLACE NOTARY SEAL ABOVE)

MY COMMISSION EXPIRES _____

ACKNOWLEDGEMENT OF NOTARY

STATE OF _____)
 COUNTY OF _____) SS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED NICHOLAS J. LUHRS AND RACHEL A. SKRADSKI-LUHRS, HUSBAND AND WIFE, AND THEY ACKNOWLEDGED THIS EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2024

NOTARY PUBLIC (PLACE NOTARY SEAL ABOVE)

MY COMMISSION EXPIRES _____

DEVELOPER

MEIHOMES, LLC
 7162 NW 18TH STREET
 LINCOLN, NE 68521

OWNERS OF PROPERTY

DEREK LEININGER & NICHOLAS LUHRS
 1548 210TH STREET
 SEWARD, NE 68434

ZONING

CURRENT: RM - MOBILE HOME RESIDENTIAL DISTRICT (PROPOSED R-4) AND R-4 - URBAN RESIDENTIAL MULTIFAMILY DISTRICT

NOTES:

- SETBACKS SHALL BE PER THE RM & R-4 DISTRICTS:
 1 FAMILY DETACHED UNITS
 FRONT YARD - 25'
 REAR YARD - 20% OF DEPTH
 SIDE YARD - 5'
 STREET SIDE YARD - 25'

APPROVAL OF THE CITY OF SEWARD PLANNING COMMISSION

THIS PLAT OF "MEIHOMES ADDITION" HAS BEEN SUBMITTED TO AND APPROVED BY THE SEWARD PLANNING COMMISSION.

SIGNED THIS _____ DAY OF _____, 2024

CHAIRPERSON

ATTEST: SECRETARY OF THE SEWARD PLANNING COMMISSION

APPROVAL OF THE CITY OF SEWARD CITY COUNCIL

THIS PLAT OF "MEIHOMES ADDITION" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF SEWARD CITY COUNCIL.

SIGNED THIS _____ DAY OF _____, 2024

MAYOR

ATTEST:

CITY CLERK

REGISTER OF DEEDS CERTIFICATE

STATE OF NEBRASKA)
 COUNTY OF SEWARD)

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE.

DATE: _____ TIME: _____

DRAWER NO. _____ FEE: _____

INSTRUMENT NO. _____

REGISTER OF DEEDS

LEGEND

- = FOUND CAPPED REBAR
- ⊕ = SECTION CORNER AS NOTED IN TIES
- = SET 5/8"x24" REBAR W/ 595 PLASTIC CAP
- M = MEASURED DISTANCE
- P = PLAT DISTANCE
- R = RECORDED BY LS 333, SIGNED AUGUST 2015

CURVE DATA

CURVE #	RADIUS	ANGLE	TANGENT	LENGTH	CH DIST	CH BRG
C1	998.32'	48°20'37"	448.07'	842.34'	817.57'	N11°01'29"W

SE COR NE1/4 NW1/4 SEC 28-11-3E
 Found Capped Rebar
 NNE 38.90' to Top Rivet of 18" CMP
 ENE 32.13' to Near Face of Narrow Bridge Sign
 SE 13.33' to 60d Spike in 14" Elm
 S 0.35' to T-Post



ALLIED SURVEYING AND MAPPING
 8535 Executive Woods Drive - Suite 200 - Lincoln, Nebraska 68512
 Phone (402) 434-2886 Project No. 2024-0096

800094433

800092546

800092538

800092562

800092554

800092570

800092597

800092600

800216008

R-M

800094832
Depot St

800229055

800094840

800089324

800089332

800089340

800089359

800089316

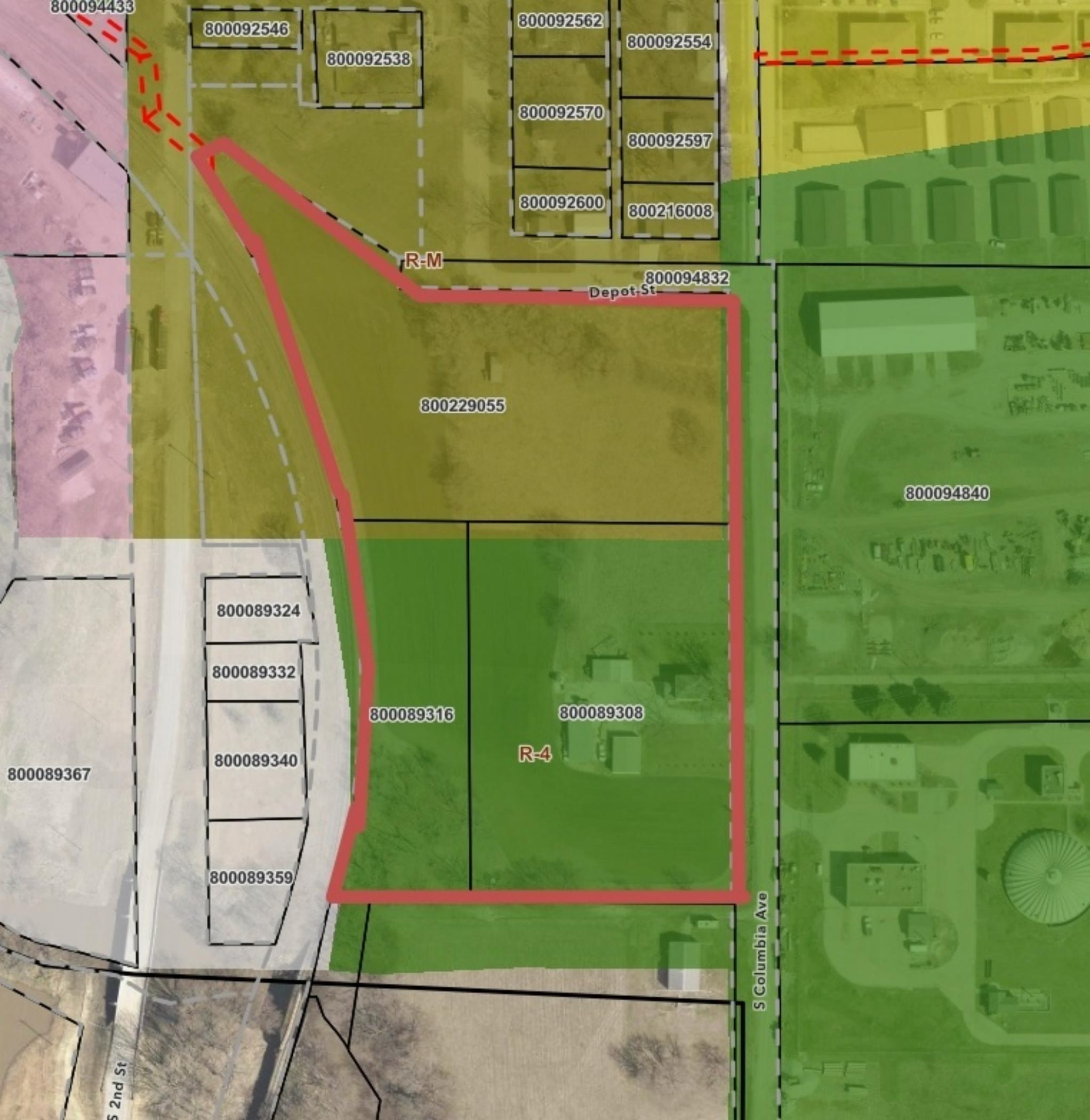
800089308

R-4

800089367

S Columbia Ave

S 2nd St



Return To:
City of Seward
PO BOX 38
Seward, NE 68434

ORDINANCE NO. 2024-12

AN ORDINANCE TO APPROVE THE PLAT ENTITLED "MEIHOMES ADDITION", A REPLAT OF ALL OF BLOCK 1, MIDLAND PACIFIC RAILWAY TOWNSITE COMPANYS ADDITION TO SOUTH SEWARD AND A PORTION OF LOTS 1, 4, 5, 8, 9, 12, 13, 16 AND 17, BLOCK 2 MIDLAND PACIFIC RAILWAY TOWNSITE COMPANYS ADDTION TO SOUTH SEWARD AND A PART OF THE DEPOT GROUNDS AS PLATTED IN MIDLAND PACIFIC RAILWAY TOWNSITE COMPANYS ADDTION TO SOUTH SEWARD, A PART OF VACATED DEPOT STREET AND A PART OF VACATED MIDLAND STREET AND A PART OF VACATED 1ST, A PART OF LOTS 1-, 11, 12, 13, 14 AND A PART OF THE NORTH-SOUTH ALLY IN BLOCK 11, SOUTH SEWARD ADDTION, CITY OF SEWARD, SEWARD COUNTY, NEBRASKA," AS HEREINAFTER SET FORTH; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

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

A SUBDIVISION OF ALL OF BLOCK 1, MIDLAND PACIFIC RAILWAY TOWNSITE COMPANYS ADDITION TO SOUTH SEWARD AND A PORTION OF LOTS 1, 4, 5, 8, 9, 12, 13, 16 AND 17, BLOCK 2 MIDLAND PACIFIC RAILWAY TOWNSITE COMPANYS ADDTION TO SOUTH SEWARD AND A PART OF THE DEPOT GROUNDS AS PLATTED IN MIDLAND PACIFIC RAILWAY TOWNSITE COMPANYS ADDTION TO SOUTH SEWARD, A PART OF VACATED DEPOT STREET AND A PART OF VACATED MIDLAND STREET AND A PART OF VACATED 1ST, A PART OF LOTS 1-, 11, 12, 13, 14 AND A PART OF THE NORTH-SOUTH ALLY IN BLOCK 11, SOUTH SEWARD ADDTION LOCATED IN THE NORTHWEST QUARTER OF SECTION 28, AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNHSIP 11, RANGE 3, EAST OF THE 6TH P.M. CITY OF SEWARD, SEWARD COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE IN A WESTERLY DIRECTION ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28 AND ON AN ASSUMED BEARING OF N 89°15'22" W, FOR A DISTANCE OF 15.00' THENCE

S00°15'17"W, FOR A DISTANCE OF 33.00' TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE WESTERLY 15.00' RIGHT-OF-WAY LINE OF COLUMBIA AVENUE AND THE SOUTHERLY 33.00' RIGHT-OF-WAY LINE OF DEPOT STREET; THENCE CONTINUING IN A SOUTHERLY DIRECTION S00°15'17"W ON THE WESTERLY 15.00' RIGHT-OF-WAY LINE OF COLUMBIA AVENUE, FOR A DISTANCE OF 656.13'; THENCE N89°44'43"W, FOR A DISTANCE OF 408.34' TO A POINT ON THE EASTERLY 50.00' RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD; THENCE IN A NORTHWESTERLY DIRECTION ON THE EASTERLY 50.00' RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD AND ON A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 842.34', A RADIUS OF 998.32', A DELTA ANGLE OF 48°20'37", A CHORD BEARING OF N11°01'29"W, FOR A CHORD LENGTH OF 817.57'; THENCE N 69°15'18" E, FOR A DISTANCE OF 36.13'; THENCE S58°16'17"E, FOR A DISTANCE OF 235.10' TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28 AND ON THE WESTERLY RIGHT-OF-WAY LINE OF 1ST STREET EXTENDED SOUTH; THENCE S00°09'13"W ON THE WESTERLY RIGHT-OF-WAY LINE OF 1ST STREET EXTENDED SOUTH, FOR A DISTANCE OF 32.88' TO A POINT ON THE SOUTHERLY 33.00' RIGHT-OF-WAY LINE OF DEPOT STREET; THENCE S89°14'05"E ON THE SOUTHERLY 33.00' RIGHT-OF-WAY LINE OF DEPOT STREET, FOR A DISTANCE OF 333.97' TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 6.56 ACRES, MORE OR LESS.

Section 2. Plat Designated. The plat of said real estate is hereby designated as "MEIHOMES ADDITION", City of Seward, Seward County, Nebraska."

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

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

Passed and approved this _____ day of _____, 2024.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Attest:

Derek Bargmann, City Clerk

4. Public Hearing - 7:00 PM - Consideration of an Ordinance Re-Zoning Property Identified as Meihomes Addition from 'RM - Mobile Home Residential District' to 'R-4 - Urban Residential Multifamily District (High Density)' - Building/Zoning & Code Enf. Director Dworak

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

Staff Report
Tim Dworak, Building/Zoning &
Code Enforcement Director
402-643-2928 opt 3 opt 1

APPLICATION TYPE

Rezone Application

FINAL ACTION?

DEVELOPER/OWNER

Derek Leininger

PC HEARING DATE

July 8, 2024

RELATED APPLICATIONS

Major Subdivision

PROPERTY ADDRESS, ZONING DISTRICT/USE

1015 S Columbia, AG, Agriculture

ADJACENT ZONING DISTRICTS/USE:

North, RM, Mobile Home Residential – Brent & Becky Horne, Dean Schultz, City of Seward

East, R-4, Exempt – City of Seward

South, R-4, Residential – Derek Leininger

West, RM, Mobile Home Residential – City of Seward

BRIEF SUMMARY OF REQUEST:

A Rezone application to designate R-4 Urban Residential Multifamily District (High Density) for the Meihomes Addition.



APPLICATION CONTACT

Derek Leininger, 402-641-5217

1540 210th Rd, Seward, NE 68434

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The proposed site is undefined by the comp plan.

ANALYSIS

Applicant is requesting an R-4 Urban Residential Multifamily District (High Density) zoning for the plat in its entirety. A major subdivision plat is dividing existing lots that currently consist of a combination of R- 4 and RM Mobile Home Residential District for the purpose of single family homes. All lots within the addition would then consist of the same zoning for the porpoise of platting.

The platted lots meet the minimum requirements for lots in an R-4 Urban Residential Multifamily District (High-Density) zoning district.

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

APPROXIMATE LAND AREA:

6.56 acres or 285,753.6square feet +/-

LEGAL DESCRIPTION:

A SUBDIVISION OF ALL OF BLOCK 1, MIDLAND PACIFIC RAILWAY TOWNSITE COMPANYS ADDITION TO SOUTH SEWARD AND A PORTION OF LOTS 1, 4, 5, 8, 9, 12, 13, 16 AND 17, BLOCK 2 MIDLAND PACIFIC RAILWAY TOWNSITE COMPANYS ADDTION TO SOUTH SEWARD AND A PART OF THE DEPOT GROUNDS AS PLATTED IN MIDLAND PACIFIC RAILWAY TOWNSITE COMPANYS ADDTION TO SOUTH SEWARD, A PART OF VACATED DEPOT STREET AND A PART OF VACATED MIDLAND STREET AND A PART OF VACATED 1ST, A PART OF LOTS 1-, 11, 12, 13, 14 AND A PART OF THE NORTH-SOUTH ALLY IIN BLOCK 11, SOUTH SEWARD ADDTION LOCATED IN THE NORTHWEST QUARTER OF SECTION 28, AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNHSIP 11, RANGE 3, EAST OF THE 6TH P.M. CITY OF SEWARD, SEWARD COUTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE IN A WESTERLY DIRECTION ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28 AND ON AN ASSUMED BEARING OF N 89°15'22" W, FOR A DISTANCE OF 15.00' THENCE S00°15'17"W, FOR A DISTANCE OF 33.00' TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE WESTERLY 15.00' RIGHT-OF-WAY LINE OF COLUMBIA AVENUE AND THE SOUTHERLY 33.00' RIGHT-OF-WAY LINE OF DEPOT STREET; THENCE CONTINUING IN A SOUTHERLY DIRECTION S00°15'17"W ON THE WESTERLY 15.00' RIGHT-OF-WAY LINE OF COLUMBIA AVENUE, FOR A DISTANCE OF 656.13'; THENCE N89°44'43"W, FOR A DISTANCE OF 408.34' TO A POINT ON THE EASTERLY 50.00' RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD; THENCE IN A NORTHWESTERLY DIRECTION ON THE EASTERLY 50.00' RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD AND ON A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 842.34', A RADIUS OF 998.32', A DELTA ANGLE OF 48°20'37", A CHORD BEARING OF N11°01'29"W, FOR A CHORD LENGTH OF 817.57'; THENCE N 69°15'18" E, FOR A DISTANCE OF 36.13'; THENCE S58°16'17"E, FOR A DISTANCE OF 235.10' TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28 AND ON THE WESTERLY RIGHT-OF-WAY LINE OF 1ST

STREET EXTENDED SOUTH; THENCE S00°09'13"W ON THE WESTERLY RIGHT-OF-WAY LINE OF 1ST STREET EXTENDED SOUTH, FOR A DISTANCE OF 32.88' TO A POINT ON THE SOUTHERLY 33.00' RIGHT-OF-WAY LINE OF DEPOT STREET; THENCE S89°14'05"E ON THE SOUTHERLY 33.00' RIGHT-OF-WAY LINE OF DEPOT STREET, FOR A DISTANCE OF 333.97' TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 6.56 ACRES, MORE OR LESS.

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director



PAID
531.012

Request for Amendment to the Unified Land Development Ordinance

Date: 5/21 Application Fee: \$200 + Notification Fee: \$100 + Filing Fee: _____ = Amount Due: \$300

Applicant: Derek Leininger Address: 1548 210th Seward, NE 68434

Phone: 402-641-5217 Email: dlein17@gmail.com

I wish to _____ Build _____ Alter Buildings/
_____ Structures Change the Use of Premise
_____ Land or Structures Address: 1015 South Columbia

Legal Description: _____

The following change in the Unified Land Development ordinance is hereby requested:

Change in zoning of the subject property from its present classification: RM

To the following proposed zoning classification: = R4

Amend the text or district regulations as follows: _____

To permit the following improvement or use: _____

The applicant shall furnish a plat of the area containing the property for which a zoning change is sought and including all the lots within 300 feet of the property lines of the subject property. The plat shall show existing and proposed zoning.

I certify that the above information and that required by section ____ of the _____ Unified Land Development Ordinance, as submitted herewith, is, to the best of my knowledge, true and accurate.

Applicate Signature: 

800094433

800092546

800092538

800092562

800092554

800092570

800092597

800092600

800216008

R-M

800094832
Depot St

800229055

800094840

800089324

800089332

800089340

800089359

800089316

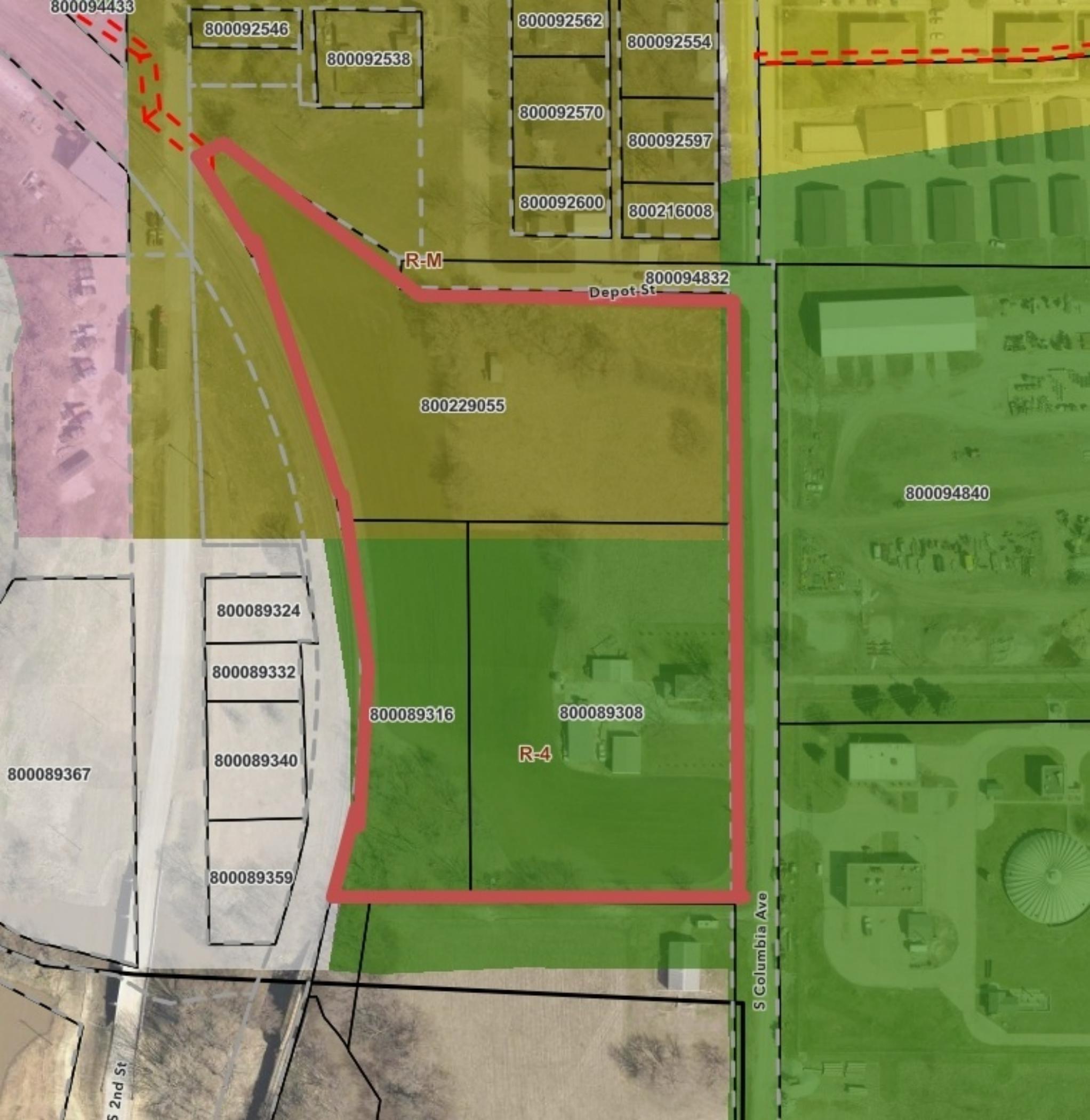
800089308

R-4

800089367

S Columbia Ave

S 2nd St



ORDINANCE NO. 2024-13

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA NOW ZONED RM MOBILE HOME RESIDENTIAL DISTRICT, TO R-4 URBAN RESIDENTIAL MULTIFAMILY DISTRICT (HIGH DENSITY); SPECIFICALLY, TRACTS OF LAND WEST OF COLUMBIA AVENUE AND SOUTH OF DEPOT STREET; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. PROPERTY REZONED. The following described property located within the corporate limits of the City of Seward, Nebraska is hereby rezoned from "RM Mobile Home Residential District to R-4 Urban Residential Multifamily District (High-Density)" to wit:

A SUBDIVISION OF ALL OF BLOCK 1, MIDLAND PACIFIC RAILWAY TOWNSITE COMPANYS ADDITION TO SOUTH SEWARD AND A PORTION OF LOTS 1, 4, 5, 8, 9, 12, 13, 16 AND 17, BLOCK 2 MIDLAND PACIFIC RAILWAY TOWNSITE COMPANYS ADDTION TO SOUTH SEWARD AND A PART OF THE DEPOT GROUNDS AS PLATTED IN MIDLAND PACIFIC RAILWAY TOWNSITE COMPANYS ADDTION TO SOUTH SEWARD, A PART OF VACATED DEPOT STREET AND A PART OF VACATED MIDLAND STREET AND A PART OF VACATED 1ST, A PART OF LOTS 1-, 11, 12, 13, 14 AND A PART OF THE NORTH-SOUTH ALLY IN BLOCK 11, SOUTH SEWARD ADDTION LOCATED IN THE NORTHWEST QUARTER OF SECTION 28, AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNHSIP 11, RANGE 3, EAST OF THE 6TH P.M. CITY OF SEWARD, SEWARD COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE IN A WESTERLY DIRECTION ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28 AND ON AN ASSUMED BEARING OF N 89°15'22" W, FOR A DISTANCE OF 15.00' THENCE S00°15'17"W, FOR A DISTANCE OF 33.00' TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE WESTERLY 15.00' RIGHT-OF-WAY LINE OF COLUMBIA AVENUE AND THE SOUTHERLY 33.00' RIGHT-OF-WAY LINE OF DEPOT STREET; THENCE CONTINUING IN A SOUTHERLY DIRECTION S00°15'17"W ON THE WESTERLY 15.00' RIGHT-OF-WAY LINE OF COLUMBIA AVENUE, FOR A DISTANCE OF 656.13'; THENCE N89°44'43"W, FOR A DISTANCE OF 408.34' TO A POINT ON THE EASTERLY 50.00' RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD; THENCE IN A NORTHWESTERLY DIRECTION ON THE EASTERLY 50.00' RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD AND ON A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 842.34', A RADIUS OF 998.32', A DELTA ANGLE OF 48°20'37", A CHORD BEARING OF N11°01'29"W, FOR A CHORD LENGTH OF 817.57'; THENCE N 69°15'18" E, FOR A DISTANCE OF 36.13'; THENCE S58°16'17"E, FOR A DISTANCE OF 235.10' TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28 AND ON THE WESTERLY RIGHT-OF-WAY LINE OF 1ST STREET EXTENDED SOUTH; THENCE S00°09'13"W ON THE WESTERLY RIGHT-OF-WAY LINE OF 1ST STREET EXTENDED SOUTH, FOR A DISTANCE OF 32.88' TO A POINT ON THE SOUTHERLY 33.00' RIGHT-OF-WAY LINE OF DEPOT STREET; THENCE S89°14'05"E ON THE SOUTHERLY 33.00' RIGHT-OF-WAY LINE OF DEPOT STREET, FOR A DISTANCE OF 333.97' TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 6.56 ACRES, MORE OR LESS. ALSO KNOWN AS MEIHOMES ADDITION.

Section 2. USES PERMITTED . Uses permitted by the ordinances of the City of Seward, Nebraska for "R-4 Urban Residential Multifamily District (High Density)" are hereby and herein authorized for said area and land described in Section 1 of this ordinance.

Section 3. ZONING MAP AMENDED. The official map of the City of Seward, Nebraska is amended and it is ordered that the above described land shall now be shown as "R-4 Urban Residential Multifamily District (High Density)."

Section 4. PAMPHLET FORM; PUBLICATION; WHEN OPERATIVE. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval, and publication or posting as provided by law and city ordinance.

Passed and approved this _____ day of _____, 2024.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

ADMINISTRATIVE ITEMS

1. Discussion of the Design for the 500,000 Gallon Water Tower (Downtown) - City Administrator Butcher
2. Items Related to Funding of the 500,000 Gallon Water Tower (Downtown) - City Engineer Oneby
 - A. Consideration of a Resolution Approving a Loan Agreement Between the City of Seward and Nebraska Department of Environment and Energy

ATTACHMENT H

RESOLUTION 2024-22

WHEREAS, the City of Seward, Nebraska recognizes that a properly functioning Public Water System is necessary to the health and welfare of the citizens of the city; and

WHEREAS, the Mayor and City Board of Trustees have determined that portions of the city Public Water System are in need of significant repair and improvement; and

WHEREAS, funding for the cost of the repair and improvement of portions of the city Public Water System may be obtained by loan from the Nebraska Department of Environment and Energy, subject to certain requirements and obligations;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Board of Trustees of the City of Seward, Nebraska that they should execute the contract for loan between the Nebraska Department of Environment and Energy and the City of Seward, Nebraska designated as Project No. D311700, incorporated by reference into this Resolution as if fully set forth; and

BE IT FURTHER RESOLVED, Joshua Eickmeier, Mayor, is hereby directed to execute the Agreement and all other documents necessary to facilitate the Loan between the Nebraska Department of Environment and Energy and the City of Seward, Nebraska for the purpose of repairing and improving the city's Public Water System; and

BE IT FURTHER RESOLVED THAT Derek Bargmann, Clerk, be authorized and directed to sign all necessary documents, to furnish such assurances to the State of Nebraska as may be required by law or regulations, and to receive payment on behalf of the applicant.

HEREBY the RESOLUTION has passed and approved as of July 16, 2024.

City of Seward, Nebraska

(signature)
Title _____ Mayor _____
Date _____

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of _____.

(signature)
Title _____ Clerk _____

B. Consideration of a Loan Agreement Between the City of Seward and Nebraska
Department of Environment and Energy

LOAN AGREEMENT
(Governmental Borrower)

Between the

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

And

SEWARD, NEBRASKA

NDEE PROJECT NO. D311700

DATED AS OF _____

DRAFT COPY FOR REVIEW.

WILL NEED ATTACHMENT E AND ATTACHMENT F COMPLETED BEFORE BEING ABLE TO INCORPORATE INTO LOAN AGREEMENT BEFORE BEING ABLE TO SEND OUT FOR SIGNATURES. PLEASE SEE EMAIL FOR MORE INFORMATION.

DOCUMENT IS LOCKED FROM EDITING AT THIS TIME BUT COMMENTS CAN STILL BE MADE THROUGHOUT.

LOAN AGREEMENT
BETWEEN THE
NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY
AND
THE CITY OF SEWARD, NEBRASKA
PROJECT NO. D311700

This LOAN AGREEMENT with SRF Number D311700 (hereinafter "Loan Agreement") is entered into by and between the State of Nebraska, acting by and through the Nebraska Department of Environment and Energy (hereinafter "NDEE") and the City of Seward, Nebraska (hereinafter "Borrower").

WITNESSETH THAT

WHEREAS, the federal Safe Drinking Water Act, including the Safe Drinking Water Amendments Act of 1996, and all amendment thereto (hereinafter "Federal Act") established a state revolving fund program; and

WHEREAS, to fund the state revolving fund program, the United States (US) Environmental Protection Agency (hereinafter "EPA") will make annual capitalization grants to the states under Catalog of Federal Domestic Assistance (CFDA) #66.468 for Safe Drinking Water State Revolving Funds, on the condition that each state provide an appropriate match for such state's revolving fund; and

WHEREAS, Nebraska Revised State Statute (Neb. Rev. Stat.) §71 5318 empowers the Director of the NDEE to loan available funds in the Drinking Water Facilities Loan Fund (hereinafter "Fund") to borrowers pursuant to the Drinking Water State Revolving Fund Act (hereinafter "Act") and rules and regulations adopted under such Act; and

WHEREAS, under the Act, the Director of the NDEE is given the responsibility for administration and management of the Loan Fund; and

WHEREAS, the Nebraska Investment Finance Authority (hereinafter "NIFA") is authorized under the Act and Neb. Rev. Stat. §58 201 et seq. to issue revenue bonds for the purpose of financing projects as defined under the Act, including to provide funds for the NDEE to borrowers and satisfy the state match requirements of the Federal Act; and

WHEREAS, pursuant to such authorization, NIFA proposes to issue from time to time its Drinking Water State Revolving Loan Fund Revenue Bonds for the purpose of providing funds to the NDEE to loan to persons owning or operating Public Water Systems in Nebraska to pay those eligible portions of the costs of acquiring, constructing, improving, repairing, rehabilitating or extending safe drinking water projects (as defined in the Act), in order to provide the state match requirements of the Federal Act; and

WHEREAS, the NDEE may from time to time enter into a pledge agreement with NIFA (hereinafter "Pledge Agreement"), pursuant to which the NDEE will pledge the interest portion of Loan Repayments (as defined herein) and certain other revenues to NIFA for the payment of the principal of, redemption premium, if any, and interest on Drinking Water State Revolving Fund Revenue Bonds which may be issued by NIFA from time to time; and

WHEREAS, the Borrower is an "Owner" as defined in Neb. Rev. Stat. §71 5316(7); and

WHEREAS, the project to be financed under this Loan Agreement and described in Exhibit 1 (hereinafter "Project") is an eligible project under the Act; and

WHEREAS, the project costs (as defined herein) are based upon estimates of the Borrower and at times during or at completion of construction the loan amount may be adjusted by the NDEE pursuant to Section 2.01 of this Loan Agreement; and

WHEREAS, the Borrower is listed in the NDEE Intended Use Plan; and

WHEREAS, the NDEE has approved the Borrower's application for a loan from federal funds and the state match requirement if and when received by and made available to the NDEE pursuant to the Federal Act and the Act to finance Project Costs;

NOW, THEREFORE, for and in consideration of the award of this Loan Agreement by the NDEE, the Borrower agrees to complete the Project and to perform under this Loan Agreement in accordance with the conditions, covenants, and procedures set forth below:

Article I

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement will, unless the context clearly requires otherwise, have the following meanings:

- (a) "Act" means the Drinking Water State Revolving Fund Act, Neb. Rev. Stat. §§71-5314 to 71-5327, as amended.
- (b) "Additional Revenue Obligation" means any obligation for the payment of money undertaken by the Borrower which is payable from or secured by a pledge of, or lien upon, the System Revenues incurred after the date of execution and delivery of this Loan Agreement, including any capital lease entered into by the Borrower the rentals of which are payable from, or secured by a pledge of or lien upon, System Revenues.
- (c) "Authorized Representative" means the person or persons authorized pursuant to a resolution or ordinance of the governing body of the Borrower to perform any act or execute any document relating to this Loan Agreement.
- (d) "Borrower" means the City / Village of Borrower's Name, Nebraska that is a party to and is described in the first paragraph of this Loan Agreement, and its successors and assignees.
- (e) "Cut-off Date" means the date established by the NDEE, prior to which, the Borrower will make the final disbursement request for eligible Project Costs.
- (f) "Disadvantaged business enterprise" or "DBE" means an entity owned or controlled by a socially and economically disadvantaged individual as described by Public Law 102-389 (42 U.S.C. 4370d) or an entity owned and controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note); a Small Business Enterprise (SBE); a Small Business in a Rural Area (SBRA); or a Labor Surplus Area Firm (LSAF), a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.
- (g) "Drinking Water State Revolving Fund" or "DWSRF" means the Nebraska Drinking Water State Revolving Fund Act established pursuant to the Act and Regulations.
- (h) "Drinking Water System" means the structures, equipment, and processes to obtain source water, treat the source water, store water, distribute drinking water fit for human consumption, and dispose of any byproducts from the processes.
- (i) "Due Date" means the dates specified for payment of principal and interest on the Loan as specified in Section 2.06.
- (j) "Event of Default" means any occurrence or event specified in Article V of this Loan Agreement.

- (k) "Existing Revenue Obligation" means any obligation for a payment of money undertaken by the Borrower which is payable from or secured by a pledge of, or lien upon, the System Revenues existing or outstanding at the time of execution and delivery of this Loan Agreement by the Borrower, including any capital lease entered into by the Borrower the rentals of which are payable from, or secured by a pledge of or lien upon, System Revenues.
- (l) "Federal Act" means the Safe Drinking Water Act, et seq. as amended.
- (m) "Fund" means the Drinking Water Facilities Loan Fund established pursuant to the Act.
- (n) "GAAP" means generally accepted accounting principles as applicable to the Public Water System.
- (o) "Indebtedness" means any financial obligation of the Borrower for the repayment of borrowed moneys or credit extended, including, without duplication, this Loan, Revenue Obligations, general obligation bonds or notes, leases or lease-purchase agreements, or similar financial transactions.
- (p) "Initiation of Operation" means the date on which the Borrower places the Project in operation or the Project is capable of being placed in operation for the purposes for which it was planned, designed, and built.
- (q) "Intended Use Plan" means a document prepared annually by the NDEE which identifies the intended use of all State Revolving Fund program funds.
- (r) "Late Payment" means any payment that is not received within fifteen days of the due date as established by this Loan Agreement.
- (s) "Loan" means the loan made by the NDEE to the Borrower to finance or refinance all or a portion of the Project Costs pursuant to this Loan Agreement.
- (t) "Loan Agreement" means this Loan Agreement, including the Attachments hereto, as it may be properly supplemented, modified or amended.
- (u) "Loan Amount" means the principal amount specified in Section 2.01 of this Loan Agreement and as amended which the NDEE has agreed to disburse to the Borrower subject to the terms, provisions, and conditions of this Loan Agreement and the availability of State and Federal Funds.
- (v) "Loan Finalization Date" means the date established by this Loan Agreement in which the Loan Amount is considered finalized and no further disbursement can be made outside of the Loan Agreement being amended.
- (w) "Loan Repayments" means the payments of the Loan required to be made by the Borrower pursuant to Section 2.06 of this Loan Agreement.
- (x) "Loan Terms" means the terms as established by this Loan Agreement.
- (y) "NDEE" means the Nebraska Department of Environment and Energy established pursuant to Neb. Rev. Stat. §81 1501 et seq., as amended.
- (z) "NIFA" means the Nebraska Investment Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns established pursuant to Neb. Rev. Stat. §58 201 et seq., as amended.
- (aa) "Note" means a promissory note of the Borrower with respect to the Loan in the form of Attachment F to this Loan Agreement.

- (bb) "Project" means an eligible item for funding under the Act and is as described in Exhibit 1 of this Loan Agreement.
- (cc) "Project Costs" means eligible costs or expenses necessary or incidental to the Project, which are directly attributable thereto and which in the determination of the NDEE are eligible under the Federal Act, and the Act, and Regulations. Estimated Project Costs are described in Attachment B.
- (dd) "Public Water System" means a Public Water System, as defined in Neb. Rev. Stat. §71 5301(10a).
- (ee) "Regulations" means the Nebraska Administrative Code, Title 131, Rules and Regulations for the Wastewater Treatment Facilities and Drinking Water Construction Assistance Programs, and any amendments thereto promulgated by the NDEE pursuant to the Act.
- (ff) "Retainage" means construction costs held back by the Borrower from the payments due to the contractor to assure satisfactory completion of the construction agreement.
- (gg) "Revenue Obligation(s)" means, without duplication, (i) the Loan; (ii) any Existing Revenue Obligation; and (iii) any Additional Revenue Obligation.
- (hh) "Sanitary Sewer Collection System" means the structures, equipment, and processes required to collect and transport sanitary sewer wastewater to the wastewater treatment facility.
- (ii) "SEC Rule" means Rule 15c2 12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as such rule may be amended from time to time or such other similar rule regarding disclosure of information in securities transactions.
- (jj) "State" means the State of Nebraska acting, unless otherwise specifically indicated, by and through the NDEE and its successors and assignees.
- (kk) "System Revenues" means all revenues derived by the Borrower from the User Charge System.
- (ll) "Trustee" means the trustee under any trust indenture with respect to revenue bonds the proceeds of which are deposited in the Fund.
- (mm) "User Charge System" means the methodology used to assess user charge fee(s) for the users of a utility or utilities within the Borrower's jurisdiction. This includes the fees and charges for the use and services furnished by or through the Public Water System, or if applicable, a Combined Utilities System, to the Borrower and as defined herein of this Loan Agreement. Revenues shall include, without limitation:
 - (1) Receipts from all charges imposed upon users for service(s) provided; and
 - (2) Receipts from hookup fees, tap fees, capital facilities charges, connected with the use or right to use the Combined Utilities Systems or any part thereof (specifically including the Project) whether any such receipts (as described herein of the definition of User Charge System of this Loan Agreement) are directly received by the Borrower from customers or indirectly through interlocal or other agreements with other political subdivisions.
- (nn) "Wastewater Treatment Facility" or "Wastewater Treatment Works" means the structures, equipment, and processes required to treat domestic or industrial wastes and to discharge or dispose of the effluent and sludges.

Article II

LOAN CONDITIONS AND TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions, and conditions of this Loan Agreement, and subject to the availability of state and federal funds, the NDEE will loan an amount not to exceed four million dollars (\$4,000,000) to the Borrower to pay a portion of the Project Costs described in Attachment B hereto.

(a) Loan Forgiveness.

- (1) The total award of all Loan Forgiveness cannot exceed one-half of the total amount of eligible Project Costs.
- (2) Loan Forgiveness. This Loan Agreement includes DWSRF Loan Forgiveness of up to 28.05% of the eligible Project Costs, up to a ceiling of loan forgiveness spelled out dollars (\$1,122,000).
- (3) All Loan Forgiveness shall be effective only upon the completion of the Project in accordance with this Loan Agreement, including compliance with the requirements of the DWSRF, as determined by the NDEE and Initiation of Operation. The amount of such Loan Forgiveness shall be stated on the final Attachment A repayment schedule prepared by the NDEE following disbursement of the full Loan Amount and Initiation of Operation.

The final actual amount of the Loan and any Loan Forgiveness may be reduced without revision of any other terms, provisions, or conditions of this Loan Agreement, other than adjustment by the NDEE to the final repayment schedule in Attachment A hereto, to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments.

The Borrower must make provisions for the payment of all costs of the Project exceeding the Loan Amount. The NDEE may provide supplemental loan funds through a separate Loan Agreement. Receipt of any supplemental loan funds is dependent on availability of unobligated funds in the Fund and any obligation of additional funds to this Project is at the sole discretion of the NDEE with such revised or additional terms, conditions, and covenants as the NDEE may require.

Section 2.02. Term of the Loan. The Borrower agrees to fully repay the Loan with interest on the date of Initiation of Operation or to begin repayment of principal and interest on the Loan within one (1) year from the date of Initiation of Operation, but no later than three (3) years from the date of the Loan, whichever occurs first, and to repay such Loan in full no later than thirty (30) years from Initiation of Operation and to pay all principal, interest, administrative fees, and penalty fees when due. The Borrower shall provide the NDEE no less than 60 days written notice of its intent to repay the Loan all or in part on the date of the Initiation of Operation.

Section 2.03. Interest Rate. The interest rate on this Loan is determined by the NDEE pursuant to Regulations and the Intended Use Plan and is applied to outstanding principal. The interest rate on this Loan is 0.5% per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid pursuant to Section 2.06 of this Loan Agreement.

Section 2.04. Administrative Fee. The administrative rate on this Loan is determined by the NDEE pursuant to Regulations and the Intended Use Plan and is applied to outstanding principal. The Borrower shall pay to the NDEE, or at the direction of the NDEE, to the NIFA or the Trustee, an annual administrative fee of 0.5% per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid pursuant to Section 2.06 of this Loan Agreement.

Section 2.05. Disbursement of Loan. Until the date of Loan Finalization, the Borrower may request disbursement of the loan pursuant to the following conditions:

- (a) Upon receipt of a disbursement request for work completed accompanied by any certification from the Borrower required by the NDEE, the NDEE shall make progress disbursements as established by Section 2.01 of this Loan Agreement that correspond to such request of the Loan Amount to be used by the Borrower for Project Costs. The Borrower may obtain a copy of the disbursement record upon request to the NDEE. Each disbursement shall be Automated Clearing House (ACH) by the State of Nebraska and shall be equal to that portion of the unobligated principal amount incurred to the date of the request for disbursement from the Borrower.
- (b) Minimum Disbursement Percentage. The minimum amount of a disbursement request that is not a final request must be at least 5% of the total loan amount of this Loan Agreement, or the NDEE may choose not to process the request.
- (c) Submitted requests for disbursement must be supported by the following: (i) proper invoices for Project Costs; (ii) a certificate of the Authorized Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Borrower or its ability to complete the Project or to repay the Loan have occurred since the date of this Loan Agreement; and (iii) other documentation acceptable to and approved by the NDEE.
- (d) The Borrower may request disbursement of the Loan Amount for eligible Project Costs, when such Project Costs have been incurred and are due and payable to project contractors. However, actual payment of such Project Costs by the Borrower is not required as a condition of a disbursement request. Any Retainage withheld by the Borrower corresponding to the progress payment made to any contractor will be withheld by the NDEE until such Retainage is either reduced or released to the contractor by the Borrower.
- (e) The Borrower shall submit a draft of the operation and maintenance manual for the Project to the designated Engineering Section at NDEE before disbursements exceed 75% of the Project Costs. The Borrower shall submit a final operation and maintenance manual to the designated Engineering Section at NDEE and receive approval before disbursements exceed 95% of the Project Costs or final disbursement, whichever comes first.
- (f) If a request for disbursement is not received by the NDEE within eighteen (18) months from either the effective date of this Loan Agreement or the last disbursement request, the NDEE may finalize, close, or terminate this agreement pursuant to Section 6.12 of this Loan Agreement.

Section 2.06. Loan Payments.

- (a) **Principal and Interest Payments.** The Borrower shall pay to the NDEE, or at the direction of the NDEE, to the NIFA or the Trustee, on or before the due dates specified below, but only from the sources specified in Section 3.02 hereof, appropriate installments of principal and interest until all principal and interest due on the Loan to the NDEE has been paid in full. Installments of principal, interest, and administrative fees shall be paid semiannually on December 15 and June 15 of each year in accordance with the Loan Repayment Schedule in Attachment A; provided that, following the receipt of the Initiation of Operation date and the final disbursement of Loan proceeds to the Borrower, a revised Attachment A shall be prepared by the NDEE to establish the final debt service schedule based upon the parameters described in the projected Attachment A. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

The NDEE will send the Borrower an invoice 30 days prior to the due date of each payment. When a Loan disbursement occurs after invoices are mailed, the NDEE will include adjustments for interest and fee charges on the next semiannual invoice.

(b) Optional Prepayment of the Loan.

- (1) If the Borrower is receiving Loan Forgiveness, the Borrower may not prepay the Loan in whole or in part within ten (10) years of the date of this Loan Agreement. After the ten years, the Borrower may prepay the Loan together with any accrued interest in whole or in part without penalty upon giving no less than 60 days written notice to the NDEE of its intent to prepay.
- (2) If the Borrower is not receiving Loan Forgiveness, the Borrower may prepay the Loan together with any accrued interest in whole or in part at any time without penalty upon giving no less than 60 days written notice to the NDEE of its intent to prepay.
- (3) Once the Borrower is able to prepay the loan, the Borrower may make a partial prepayment of the Loan Amount only if the prepayment amount is greater than the lesser of 10% of the outstanding amount of the Loan, or fifty thousand dollars (\$50,000). The NDEE shall prepare a new Loan Repayment Schedule to revise Attachment A following receipt of any partial prepayment of the Loan and such revised Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace Attachment A.

(c) Mandatory Prepayment of Loan. If the Borrower receives a grant from any source for any portion of the Project Costs for which a portion of the Loan Amount has been disbursed and is outstanding under this Loan Agreement, the Borrower must notify the NDEE immediately and such portion of the Loan Amount shall become immediately due and payable.

(d) Delinquent Payment Penalty and Penalty Interest. Payments may be considered delinquent by the NDEE if not received within 15 days of the due date and for any such delinquent payment, the Borrower agrees to pay a 5% administrative penalty of said delinquent payment. In addition, the Borrower agrees to pay penalty interest on any such delinquent payment at the rate of 1% per month of the amount of such delinquent payment from and after the due date until it is paid. Failure to pay any payment or other charges due within sixty days of the date due will result in the Borrower's account to be considered a delinquent account, subject to State of Nebraska action pursuant to the provisions of Article V of this Agreement.

Section 2.07. Project Schedule. The Borrower agrees to perform steps of the Project in accordance with the following projected schedule of milestone dates:

- (a) Construction Start – June 2023
- (b) Substantial completion of construction – June 2024
- (c) Initiation of Operation – September 2024

Section 2.08. Disadvantaged Business Enterprises. The Borrower hereby agrees to the following:

- (a) To comply with the requirements of the EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33, and, to the fullest reasonable extent possible, ensure that at least ten percent will be made available to Disadvantage Business Enterprises for the Project;
- (b) To make the following good faith efforts whenever procuring construction, equipment, services, and supplies:
 - (1) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This includes placing DBEs on a solicitation list and soliciting them whenever they are potential sources;

- (2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid proposal closing date;
- (3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This includes dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process;
- (4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually;
- (5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department Commerce; and
- (6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (1) through (5) of this section.

Section 2.09. Borrower's Drinking Water Use Ordinances and User Charge Systems.

- (a) The Borrower agrees to obtain approval from the NDEE of its User Charge System, and to adopt and implement any necessary changes before the Project is placed in operation.
- (b) The Borrower agrees that it shall not modify, amend, make additions to, or deletions from its Public Water System Ordinance or User Charge System without the consent of the NDEE during the term of the Loan Agreement; with the exceptions of the following changes:
 - (1) Any increase in rates and charges necessary or deemed necessary by the governing body of the Borrower in order to comply with the provisions of this Loan Agreement, the Public Water System Ordinance, or any ordinance and other agreement pursuant to which any Revenue Obligations have been issued, and for which the revenues of the User Charge Systems have been pledged;
or
 - (2) Any increase deemed necessary by the governing body of the Borrower in order to permit the issuance of or provide for the payment of Additional Revenue Obligations.

Section 2.10. Other Conditions and Terms.

- (a) Engineering Services. The Borrower shall provide and maintain competent and adequate engineering supervision and resident inspection during construction.
- (b) Construction Agreement Award. The Borrower shall obtain the NDEE concurrence and authorization prior to award of the construction agreement.
- (c) Initiation of Operation. The Engineering Section at the NDEE shall provide written notification to the NDEE of the date of Initiation of Operation of the Project. On failure of the Engineering Section to set an acceptable Initiation of Operation date the NDEE will look at the construction record or placement into service date and set the Initiation of Operation date.
- (d) Construction Completion. The Borrower shall provide written notification to the NDEE of the construction completion date of the Project.

- (e) Capacity Development. The Borrower agrees to maintain a system of records for annual review and reporting of technical, managerial, and financial capacity of the Public Water System to demonstrate continued compliance with the requirements of the Nebraska Safe Drinking Water Act as provided under Nebraska Administrative Code, Title 179 – Public Water Systems, and the requirements of an operating permit, as issued by the NDEE. The Borrower agrees to make any necessary system changes to achieve an acceptable Public Water System Capacity Survey assessment; acceptable, as determined by the NDEE prior to final disbursement of loan proceeds, and to maintain that acceptable assessment level status during the period of repayment.
- (f) Contractor's Security. The Borrower agrees to require any contractor of the Project to post separate performance and payment bonds or other security approved by the NDEE in the amount of the bid.
- (g) Certified Operator. The Borrower agrees to provide a certified operator pursuant to Nebraska Administrative Code, Title 179 – Public Water Systems, Chapter 2, Regulations Governing Public Water Supply Systems.
- (h) Site Title and Easements. The Borrower must certify that site title, including all easements and rights of way necessary to allow construction of the Project, has been obtained prior to award of the construction contract (i.e., all real property has been acquired, *bona fide* options have been taken or formal condemnation proceedings have been initiated for necessary real property).
- (i) Contractor's Payments. The Borrower agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of the construction agreement.
- (j) Bid Solicitation. The Borrower agrees to notify the NDEE of its intent to solicit bids for the project and to request the latest State Revolving Fund Federal Assurance Packet from the NDEE. The Borrower agrees to follow the directions in the packet and to include and insert all the required information, text, documents, and other items into the bid solicitation in accordance with the packet.
- (k) Debarment or Suspension. The Borrower acknowledges that doing business with any party that has been declared ineligible to receive federal contracts may result in an event of default, disallowance of federal funds under this Loan Agreement, and may also result in suspension or debarment under 40 CFR Part 32. Instructions for finding the federal list of current companies declared ineligible can be found at the following website: <https://www.dol.gov/agencies/ofccp/debarred-list>.
- (l) Other Federal Requirements. The Borrower agrees to comply with other applicable Federal Requirements in Attachment D hereto.
- (m) Project Sign. If requested by the NDEE, the Borrower agrees to display a project sign created by the NDEE. The displaying of a project sign may include both physical displays and digital displays. This can include, but not be limited to, a physical board provided by the NDEE to be displayed at a designated site, digital graphic to be posted on a Borrower's website, or image and text to be posted in a newsletter, community notice, or newspaper. The NDEE will provide instructions for displaying the Project Sign.
- (n) Employment under Public Contracts, LB 403. The Borrower agrees to comply with the provisions of Legislative Bill 403, approved by the Governor on April 8, 2009. The following language is required and will be included in all agreements made with contractors and is a pass-through requirement for his or her subcontractors.

“The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. If the Contractor is an individual or sole proprietorship, the following applies: 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us; 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and, 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.”

- (o) Wage Rate Requirements. Davis-Bacon prevailing wage requirements will apply to the construction, alteration, and repair of a public building or public work, or building or work carried out in whole or in part with assistance made available by this Loan Agreement. For wages that require a Davis-Bacon prevailing wage, the Borrower certifies compliance with the following:

(1) Obtaining a Wage Determination.

- (i) Wage Determinations for Soliciting. The Borrower is responsible for and shall obtain the wage determinations for the locality of the project prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts for the project (hereinafter “soliciting”). These wage determinations will be incorporated into solicitations and any subsequent contracts. Prime contract must contain a provision requiring that subcontractors follow the wage determinations incorporated into the prime contract.
1. Monitoring for Current Wage Determinations During Solicitation Period. While the solicitation remains open, the Borrower shall monitor <https://sam.gov> weekly to ensure that the wage determinations contained in the solicitation remain current. The Borrower shall amend the solicitation if the Department of Labor issues a modification to the wage determinations more than ten (10) days prior to the closing date for the solicitation.
 2. Monitoring for Current Wage Determinations After Closing Date. Unless extended in writing by the NDEE, if the Borrower does not award the contract within ninety (90) days of the closing date for the solicitation, the Borrower shall monitor <https://sam.gov> on a weekly basis for any modifications or supersedes the Department of Labor makes on the wage determinations contained in the solicitation and shall amend the solicitation.
- (ii) Wage Determinations for Non-Published Solicitations. If the Borrower issues a task order, work assignment, or similar instrument to an existing contractor, or ordering instrument, rather than by publishing a solicitation, the Borrower shall insert the appropriate wage determinations from <https://sam.gov> into the ordering instrument.
- (iii) Verification of Wage Determinations Inclusion. The Borrower shall review all contracts and subcontractors and verify that all contracts include the applicable wage determinations.

- (iv) Issuance of Revised Wage Determinations. The Department of Labor may issue a revised wage determination applicable to a Borrower's contract after the award of a contract or the issuance of an ordering instrument if the Department of Labor determines that the Borrower has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Borrower shall either: i) terminate the contract or ordering instrument and issue a revised solicitation, or ii) incorporate the Department of Labor's wage determination retroactive to the beginning of the contract or ordering instrument by change order. All contractors must be compensated for any increases in wages resulting from the use of the Department of Labor's revised wage determination.
- (2) NDEE Federal Assurance Package. Before soliciting, The Borrower agrees to contact the NDEE for the most recent applicable NDEE Federal Assurance Package and to incorporate the package into the solicitation documents. If the Borrower has failed to incorporate the most recent applicable NDEE Federal Assurance Package, the Borrower shall either: i) terminate the contract or ordering instrument and issue a revised solicitation, or ii) incorporate the NDEE Federal Assurance Package by change order.
- (3) Contract and Subcontract Provisions. The Borrower shall insert in full for any contract entered into for the actual construction, alteration, and/or repair, including painting and decorating, of a public building or public work, or building, or work as defined by the NDEE, the required clauses as listed in most recent applicable NDEE Federal Assurance Package.
 - (i) Unlisted Classifications. The Borrower shall require that any class of laborers or mechanics, including helpers, which is not listed in the applicable wage determination and which is to be employed under the contract shall be classified in conformance with the wage determinations in accordance with procedures established within the NDEE Federal Assurance Package.
 - (ii) Weekly Payroll Review and Certifications. The Borrower shall monitor, collect, and review weekly payrolls for each week in which any contract work is performed and provide written confirmation in a form satisfactory to the NDEE indicating whether or not the project is in compliance with the Davis-Bacon prevailing wage requirements.
 - (iii) Withholding Payments. The Borrower shall, upon written request by authorized representatives of the NDEE, the EPA, or of the Department of Labor, withhold or cause to be withheld from a contractor under this Loan Agreement or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (4) Contract Provisions for Contracts in Excess of \$100,000. All contracts in an amount in excess of \$100,000 must comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 et seq., as amended. The Borrower shall insert in full for any contract in excess of \$100,000 the required clauses as listed in the most recent applicable NDEE Federal Assurance Package. In addition:

- (i) Withholding Payments. The Borrower, upon written request by authorized representatives of the NDEE, the EPA, or of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as determined by the NDEE.
- (ii) Maintaining of Payroll and Records. The Borrower shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Borrower shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the NDEE, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(5) Compliance Verification.

- (i) Interview Requirement. The Borrower shall periodically interview a sufficient number of employees entitled to Davis-Bacon prevailing wages to verify that contractors and/or subcontractors are paying the appropriate wages. All interviews must be conducted in confidence. The Borrower must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of Standard Form 1445 are available from the EPA upon request.
- (ii) Interview Frequency. The Borrower shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with the Davis-Bacon prevailing wage requirements posed by contractors or subcontractors and the duration of the contract or subcontract. The Borrower must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon prevailing wages. The Borrower shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (iii) Interview Spot Checks. The Borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Borrower shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon prevailing wages posed by contractors or subcontractors and the duration of the contract or subcontract. The Borrower must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon prevailing wage. In addition, during the examinations the Borrower shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

- (iv) Review of Apprentices and Trainees. The Borrower shall periodically review contractor's and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the Department of Labor, or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Section 2.10(o)(5)(ii through iii) of this Loan Agreement.
- (6) Potential Violations. The Borrower must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the NDEE, EPA, and to the appropriate Department of Labor Wage and Hour District Office listed at <https://www.dol.gov/agencies/whd/contact/local-offices>.
- (p) Human Trafficking. Under the requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:
- "The Municipality, its employees, sub-recipients under this award, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award."
- (q) American Iron and Steel (AIS) Products. Use of Loan funds for partial or full payment of the construction, alteration, maintenance, and repair of "Public Water Systems", as defined by the Federal Act, must be constructed pursuant to Public Law 113-76, et seq., as amended, which includes American Iron and Steel Act (AIS) requirements. The Borrower agrees to be responsible for and to comply with all American Iron and Steel conditions and requirements pursuant to the American Iron and Steel Act and agrees to provide written certification of such compliance to the NDEE after construction completion.
- (r) State Cybersecurity. If the Borrower's network or information system is connected to EPA networks for the purpose of transferring data using systems other than the Environmental Information Exchange Network, or EPA's Central Data Exchange, the Borrower agrees that when collecting and managing environmental data for this Project, the Borrower will protect the data by following all applicable state law cybersecurity requirements. Prior to collecting, managing, or transferring any environmental data, the Borrower agrees to contact the EPA and the assigned EPA Project Officer, notifying the NDEE when they have done so, and work with the EPA to ensure that any connections between the Borrower's network or information system and EPA networks used by the Borrower to transfer data under this Loan Agreement are secure.
- (s) Loan Finalization Date. This Loan Agreement will be considered finalized either upon the date the NDEE processes the final disbursement request by the Borrower or twelve (12) months following receipt of the written notification of the construction completion pursuant to Section 2.10(d) of this Loan Agreement, whichever occurs first.
- (t) Build America Buy America. Use of Loan funds for partial or full payment of the construction, alteration, maintenance, and repair of Public Water Systems, as defined by the Federal Act, must be constructed pursuant to Public Law 117-58, et seq., as amended, which includes Build America Buy America Act (hereinafter BABA) requirements. The Borrower agrees to be responsible for and to comply with all BABA conditions and requirements pursuant to the BABA Act and agrees to provide written certification of such compliance to the NDEE after construction completion unless i) the Borrower has requested and obtained a waiver from the NDEE, or any party designated by the NDEE, pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or ii) all contributing Agencies to the Project that require BABA compliance have advised the Borrower in writing that BABA requirements are not applicable to the Project.

When applicable (e.g., unless eligible for a waiver, etc.), all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States per the following:

- (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- (3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Borrower agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the NDEE, the EPA, or any party designated by the NDEE or EPA, such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that: i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities; and ii) failure to comply with the applicable legal requirements and this Loan Agreement may result in a default hereunder subject to the conditions pursuant to Article V of this Loan Agreement and other remedial actions.

The BABA requirements do not supersede the American Iron and Steel requirement and both provisions still apply and work in conjunction.

- (u) Federal Flood Risk Management Standard (FFRMS). For the project noted in Exhibit 1, it must be at or above (i) the elevation and flood hazard area that result from using a climate-informed science approach that uses the best-available, actionable hydrologic and hydraulic data and methods that integrate current and future changes in flooding based on climate science. This approach will also include an emphasis on whether the action is a critical action as one of the factors to be considered when conducting the analysis; (ii) the elevation and flood hazard area that result from using the freeboard value, reached by adding an additional 2 feet to the base flood elevation for non-critical actions and by adding an additional three (3) feet to the base flood elevation for critical actions; (iii) the area subject to flooding by the 0.2% annual chance flood; or (iv) the elevation and flood hazard area that result from using any other method identified in an update to the FFRMS.

This does not apply if the project is not a substantial improvement (i.e. projects worth more than 50% of the market value or replacement costs of the facility), based on an NDEE approved opinion submitted by a licensed professional engineer per Section 2.10(a) of this Loan Agreement.

ARTICLE III

REPRESENTATION AND COVENANTS OF THE BORROWER

Section 3.01. Representations of the Borrower. The Borrower represents as follows:

- (a) Organization and Authority.

- (1) The Borrower is a village, town, city, district, association, or other public body created by or pursuant to the constitution and statutes of the State of Nebraska.

- (2) The Borrower has full legal right and authority and has all necessary licenses and permits required as of the date hereof (or is in the process of obtaining all necessary licenses and permits that will be required, but are not required to be in place as of the date hereof) to own, operate and maintain its Public Water System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.
 - (3) The proceedings of the Borrower's governing body conducted to approve this Loan Agreement and authorizing its execution, issuance, and delivery on behalf of the Borrower, and authorizing the Borrower to undertake and complete the Project, have been duly and lawfully convened and conducted and the resolution of the Borrower's governing body approving such matters has been duly and lawfully adopted.
 - (4) This Loan Agreement has been duly authorized, executed, and delivered on behalf of the Borrower, and constitutes the legal, valid, and binding obligation of the Borrower enforceable in accordance with its terms.
- (b) Full Disclosure. To the best knowledge of the Borrower, there is no fact that the Borrower has not disclosed to the NDEE in writing on the Borrower's application for the Loan or otherwise anything that materially adversely affects or that will materially adversely affect the properties, activities of its Public Water System, or the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.
 - (c) Non-Litigation. There is no controversy, suit or other proceeding of any kind pending, or to the best knowledge of the Borrower, threatened questioning, disputing or affecting in any way the: (i) legal organization of the Borrower or its boundaries; (ii) the right or title of any of its officers to their respective offices; (iii) the legality of any official act taken in connection with obtaining the Loan; (iv) the constitutionality or validity of the indebtedness represented by the Loan Agreement; (v) any of the proceedings had in relation to the authorization or execution or the pledging of the revenues stated in Section 2.09 and Section 3.02 of this Loan Agreement; or (vi) the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.
 - (d) Compliance with Existing Laws and Agreements. The authorization, execution and delivery of this Loan Agreement by the Borrower, and the performance by the Borrower of its duties, covenants, obligations, and agreements thereunder will not result in any breach of any existing law or agreement to which the Borrower is a party.
 - (e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default. The Borrower is not in violation of any agreement which would materially adversely affect the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement.
 - (f) Governmental Consent. The Borrower has obtained all permits and approvals required to date under this Loan Agreement (or is in the process of obtaining all permits and approvals that will be required, but are not required to be in place as of the date hereof) for the undertaking or completion of the Project and the financing or refinancing thereof. The Borrower has complied with, or expects to comply with, all applicable provisions of law requiring any notification, with any governmental body or officer in connection with this Loan Agreement or with the undertaking or completion of the Project and the financing or refinancing thereof.

(g) Compliance with the Law. The Borrower:

- (1) Is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Regulations, with which the failure to comply would materially adversely affect the ability of the Borrower to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and
- (2) Has obtained, or expects to obtain, all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Borrower to complete the Project.

(h) Use of Loan Proceeds. The Borrower will apply the proceeds of the Loan as described in Article II of this Loan Agreement:

- (1) To finance or refinance a portion of the Project Costs; and
 - (2) Where applicable, to reimburse the Borrower for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by the NDEE and is eligible for such reimbursement pursuant to the Regulations. All of such costs constitute Project Costs for which the NDEE is authorized to make loans to the Borrower pursuant to the Act and the Regulations.
- (i) Project Costs. The Borrower certifies that the Project Costs, as listed in Attachment B, are reasonable and accurate estimations and, upon direction of the NDEE, will supply the same with a certificate from its engineer stating that such costs are reasonable and accurate estimations, taking into account investment income, if any, to be realized during the course of construction of the Project and other money that would, absent the Loan, have been used to pay the Project Costs.

Section 3.02. Particular Covenants of the Borrower.

- (a) Dedicated Source of Revenue for Repayment of the Loan. The Borrower hereby pledges to the NDEE, and grants a lien to the NDEE on, the Drinking Water User Charge System as the dedicated source of revenue for the repayment of the Loan. The Borrower shall fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Borrower's Public Water System, including all improvements and additions hereafter constructed or acquired by the Borrower, as will provide revenues sufficient to (i) pay the cost of the operation and maintenance, and replacement of the Public Water System, (ii) pay at least 110% of the principal of and interest on the Loan as and when the same become due, and (iii) pay all other amounts due at any time under this Loan Agreement. The lien of the NDEE on the revenues of the Borrower's Public Water System shall be on a parity with the lien on such revenue of the Borrower's outstanding Public Water System revenue bonds, if such bonds exist, and any additional revenue bonds hereafter issued on parity with such outstanding revenue bonds. The Borrower hereby expressly reserves the right to issue Revenue Obligations on parity with the lien described in this Loan Agreement and the other outstanding Revenue Obligations, provided the Borrower complies with the covenants contained in this Subsection 3.02(a). These revenues shall be collected and maintained in separate accounts or ledgers for the operation and maintenance costs and the other for principal and interest payments on the Loan. The funds in such accounts or ledgers shall be restricted for their intended use, and the Loan obligation shall be reported on the financial statements of the Borrower. The Borrower agrees to develop a User Charge System based on actual or estimated use of public water supply services, providing that each user or user class pay its proportionate share of operation and maintenance (including replacement) costs within the Borrower's service area, based on each user's demand or potential demand for service and to conduct at least a biennial review of user charge rates to review the adequacy of the user charge rates. The Borrower agrees the initial financial analysis performed by the NDEE in Attachment C is a reasonable estimate of the Project Costs, of the financial condition of the Borrower in relation to this Project, and of the user charges necessary at the time of initiation of operation of the Project. The NDEE may review this information annually to ensure the Borrower's compliance with the Loan conditions and update Attachment C to reflect any changes.

(a) Performance Under Loan Agreement. The Borrower agrees:

- (1) They are in compliance with the following federal regulations and will be subject to:
 - i. Civil Rights Act of 1964, 42. U.S.C. 2000d, et seq., as amended;
 - ii. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, et seq., as amended; and
 - iii. Age Discrimination Act of 1975, 42 U.S.C. 6102, et seq., as amended.
- (2) To comply with all applicable State and federal laws, rules, and regulations in the performance of this Loan Agreement (including, but not limited to the federal crosscutting items set forth on Attachment D of this Loan Agreement, and other NDEE Regulations); and
- (3) To cooperate with the NDEE in the observance and performance of the respective duties, covenants, obligations, and agreements of the Borrower and the NDEE under this Loan Agreement.

(b) Completion of Project and Provision of Moneys Therefore. The Borrower agrees:

- (1) To exercise its best efforts in accordance with prudent public water supply utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in Article II hereto; and
- (2) To provide from its own financial resources all moneys, in excess of the total amount of proceeds it receives pursuant to this Loan Agreement, required to complete the Project.

(c) Delivery of Documents. Concurrently with the delivery of this Loan Agreement (as previously authorized and executed) at the loan closing, the Borrower will cause to be delivered to the NDEE each of the following items:

- (1) Counterparts of this Loan Agreement (as previously executed by parties hereto);
- (2) Copies of the ordinances and/or resolutions of the governing body of the Borrower authorizing the execution and delivery of this Loan Agreement certified by an Authorized Representative;
- (3) An Opinion of the Borrower's Counsel substantially in the form of Attachment E hereto;
- (4) An executed Note (or other evidence of indebtedness) evidencing the Borrower's obligations under this Loan Agreement in the form of Attachment F;
- (5) An executed certificate of the Borrower in the form of Attachment G hereto; and
- (6) Such other certificates, documents, opinions, and information as the NDEE may require.

(d) Operation and Maintenance of Public Water System. The Borrower agrees that it shall operate in accordance with Nebraska Administrative Code, Title 179 – Public Water Systems, Chapter 22, and ensure the following:

- (1) At all times operate the properties of its Public Water System in an efficient manner; and
- (2) Maintain its Public Water System, making all necessary and proper repairs, renewals, replacements, additions, betterments, and improvements necessary to maintain its system in good repair, working order and operating condition.

(e) Disposition of Public Water System. The Borrower covenants that it intends to own and operate the Project at all times during the term of the Loan. The Borrower does not know of any reason why the Project will not be so used in the absence of:

- (1) Supervening circumstances not anticipated by the Borrower at the time of the Loan;
- (2) Adverse circumstances beyond the control of the Borrower; or;
- (3) Obsolescence of such insubstantial parts or portions of the Project as may occur as a result of normal use thereof.

The Borrower shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Public Water System except on 90 days' prior written notice to the NDEE and, in any event, shall not sell, lease, abandon or otherwise dispose of the same unless the Borrower shall in accordance with Section 4.02 hereof assign this Loan Agreement and its rights and interests hereunder to the purchaser or lessee of the Public Water System and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Borrower under this Loan Agreement. In no event shall the Borrower sell, lease, abandon, or otherwise dispose of the Public Water System to any person or entity other than a municipal corporation or other political subdivision of the State of Nebraska, or any combination thereof, that has legal authority to own or operate the Public Water System.

Before any proposed disposition of the Public Water System can be made, the Borrower shall provide the NDEE, and NIFA if NIFA is an assignee of the Note, with an opinion of a nationally recognized bond counsel that such proposed disposition is permitted by the provisions of this subparagraph, and, further, that such disposition shall not endanger the exclusion from gross income for federal income tax purposes of the interest on any bonds issued to fund deposits into the Loan Fund, nor shall it relieve the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement.

(f) Records and Accounts. The Borrower shall maintain accurate records and accounts in accordance with generally accepted accounting principles, including principles relating to the reporting of infrastructure assets for its Public Water System's Records (the "System Records"), which shall be separate and distinct from its other records and accounts (the "General Account"). The System Records and General Accounts shall be made available for inspection upon request by the NDEE at any reasonable time. The Borrower shall, upon written request by the NDEE during the term of the Loan, engage an independent auditor to conduct an audit of the project's financial records in accordance with generally accepted government auditing standards. The Borrower shall provide the NDEE a copy of the audit report, provided such audit shall not be due to the NDEE sooner than 210 days following the close of the fiscal year, or years, identified in the request for audit. In the event that during the period in which the Project financed by this Loan Agreement is under construction, and the Borrower expends, for any purpose, total federal funds in excess of seven hundred fifty thousand dollars (\$750,000) during the Borrower's fiscal year, then the Borrower shall, irrespective of any request from the NDEE, provide the NDEE a copy of the Single Audit made on the Borrower's General Accounts performed by an independent auditor required in such cases by 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. In the sole discretion of the NDEE, any requirement herein to perform and/or provide an audit at the request of the NDEE may be waived by the NDEE on the basis of the Borrower's receipt of an audit waiver received from some other government agency and accurately acknowledging the Borrower's obligation to the NDEE under this Loan or for any other reason acceptable to the NDEE.

- (g) Inspections; Information. The Borrower shall permit the EPA, the NDEE, and any party designated by the NDEE to examine, visit, and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books, and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments, and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the EPA and the NDEE may reasonably require in connection therewith.
- (h) Financial Information. The Borrower specifically agrees to provide to the NDEE a reasonable number of copies of such financial information and operating data of the Borrower and the Public Water System and the prompt notification of the occurrence of certain material events, to the extent necessary for the NDEE to comply with its continuing disclosure obligations set forth in the SEC Rule. Such financial information shall be prepared in accordance with GAAP. Such financial information and operating data, if requested, shall be supplied within 210 days after the end of its fiscal year. If audited financial information will be prepared, but is not available within 210 days of the end of the appropriate Borrower's fiscal year, unaudited financial information shall be provided to the NDEE pending receipt of audited financial information. For purposes of this paragraph, "material event" shall mean:
- (1) Principal and interest payment delinquencies on any Indebtedness;
 - (2) Non payment related defaults in agreements authorizing any Indebtedness;
 - (3) Rating changes on any Indebtedness;
 - (4) Adverse tax opinions or events affecting the tax exempt status of any Indebtedness; or
 - (5) Unscheduled draws on debt service reserves or credit enhancements on any Indebtedness reflecting financial difficulties.
- (i) Insurance. The Borrower will carry and maintain such reasonable amount of all risk insurance on all properties and all operations of the Public Water System as would be carried by similar sized municipal operators of Public Water System, insofar as the properties are of an insurable nature. The Borrower also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Nebraska Political Subdivisions Tort Claims Act (Neb. Rev. Stat. §§13-901 to 13-928), or other similar future law.
- (j) Continuing Representations. The representations of the Borrower contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.
- (k) Notice of Material Adverse Change. The Borrower shall promptly notify the NDEE of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Borrower's Public Water System, in accordance with the provisions of Sections 3.02(g) and 3.02(i) of this Loan Agreement, or in the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.
- (l) Additional Covenants and Requirements. If necessary in connection with the making of the Loan Agreement, additional covenants and requirements, if any, are hereby incorporated with their inclusion to Attachment I, Other Documents.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by the NDEE. The Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement that the NDEE deems necessary in connection with the operation and administration of the Fund. The Borrower hereby specifically approves the assignment and pledging of the interest portion of the Loan Repayments to NIFA.

Section 4.02. Assignment by the Borrower. This Loan Agreement may not be assigned by the Borrower for any reason, unless the following conditions shall be satisfied:

- (a) The NDEE shall have approved said assignment in writing;
- (b) The assignee is a village, town, city, district, association, county, or other public body created by or pursuant to State law of the State of Nebraska or any combination thereof, that has legal authority to own or operate the Public Water System;
- (c) The assignee shall have expressly assumed in writing the full and faithful observance and performance of the Borrower's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Borrower of its duties, covenants, and obligations under this Loan Agreement;
- (d) The assignment will not adversely impact the NDEE's ability to meet its duties, covenants and obligations under any Pledge Agreement as determined in writing by the NDEE;
- (e) The assignment will not adversely affect the exclusion from gross income for federal tax purposes of the interest on any bonds issued by NIFA to fund deposits into the Loan Fund; and
- (f) The Borrower shall provide the NDEE, and NIFA if NIFA is an assignee of the Note, with:
 - (1) An opinion of a qualified attorney satisfactory to the NDEE that each of the conditions set forth in subparagraphs Section 4.02(b) and (c) above has been met; and
 - (2) An opinion of nationally recognized bond counsel satisfactory to the NDEE that the condition set forth in subparagraph Section 4.02(e) above has been met.

ARTICLE V

EVENTS OF DEFAULT AND NONCOMPLIANCE

Section 5.01. Event of Default. Event of Default means: (i) any violation or noncompliance by the Borrower of any of the provisions of this Loan Agreement; (ii) violation or noncompliance by the Borrower of any provision of federal, state, or local regulations or requirements; (iii) failure by the Borrower to pay when due any Loan Payment pursuant to Section 2.06 of this Loan Agreement and for such payment to be considered delinquent by the NDEE; and (iv) a default under the terms of any Revenue Obligation and other parity obligation allowing any holder of such obligation the right to exercise any remedies against the Borrower.

Section 5.02. Notice of Default.

- (a) If an Event of Default shall occur and is discovered by the Borrower, the Borrower shall give the NDEE prompt telephonic notice of the Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner as established by Section 6.03 of this Loan Agreement.
- (b) If an Event of Default shall occur and is discovered by the NDEE, the NDEE shall give the Borrower and the NIFA prompt telephonic notice of the occurrence of such Event of Default. Such telephonic notice shall be immediately followed by written notice from the NDEE to the Borrower of such Event of Default given in the manner as established by Section 6.03 of this Loan Agreement.

Section 5.03. Remedies on Default.

- (a) Whenever an Event of Default shall have occurred and be continuing, the NDEE or the Borrower shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of the Borrower (including, without limitation, withholding remaining Loan disbursements, cancellation of this Loan Agreement and acceleration of the remaining scheduled principal payments set forth on Attachment A, or such other remedies provided to the NDEE in the Act and the Regulations).
- (b) If the Borrower fails to make any payment of principal and interest, administrative fee, late fee, or penalty interest imposed pursuant to this Loan Agreement within 60 days of the due dates specified in Section 2.06 of this Agreement, the payment shall be deducted from the amount of aid to municipalities to which the Borrower is entitled under Neb. Rev. Stat. §72-1503. Such amount shall be paid directly to the Fund.

Section 5.04. Expenses. Upon the occurrence of an Event of Default, and to the extent permitted by law, the Borrower shall, on demand, pay to the NDEE the reasonable fees and expenses incurred by the NDEE in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations, or agreements of the Borrower contained herein. Upon request by the Borrower, the NDEE shall provide copies of statements evidencing the fees and expenses for which the NDEE is requesting payment.

Section 5.05. Application of Moneys. Any moneys collected by the NDEE pursuant to Section 5.03 or 5.04 hereof shall be applied;

- (a) First, to pay administrative fees on the Loan as the same becomes due and payable;
- (b) Second, to pay interest on the Loan as the same becomes due and payable;
- (c) Third, to pay principal due and payable on the Loan;
- (d) Fourth, to pay expenses owed by the Borrower pursuant to Section 5.04 hereof; and
- (e) Fifth, to pay any other amounts due and payable hereunder as such amounts become due and payable. To the extent that the NDEE's right to receive Loan Repayments is on a parity of lien basis with the lien of Existing Revenue Obligations or Additional Revenue Obligations on the Borrower's System Revenues, such moneys shall be applied pro rata to all such obligations.

Section 5.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

Section 5.07. Retention of Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Loan Agreement.

Section 5.08. Violation of Loan Agreement Provisions. Violation or noncompliance of any of the provisions of this Loan Agreement by the Borrower, or failure of the Borrower to complete and maintain the Project in the manner proposed by the Borrower, and approved by the NDEE may result in a cancellation of this Loan Agreement, and a demand that any outstanding balance of principal, interest, and administrative fees and any other amounts due under this Loan Agreement be paid immediately.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Hold Harmless Agreement. The State of Nebraska and the NDEE, and the officers, agents, and employees of each, shall have no responsibility or liability for the construction, operation and maintenance of the Project. The Borrower shall be responsible for such construction, operation and maintenance of the Project and shall assume responsibility for all Project Costs and any claims, demands, damages, losses, costs, expenses, or liability accruing or resulting to any and all contractors, subcontractors, employees, and any other person, firm, or corporation furnishing or supplying services, materials, or supplies in connection with construction of the Project, and for any and all claims, demands, damages, losses, costs, expenses, or liability occurring or resulting to any person, firm or corporation, as a result of or incident to, either in whole or in part, whether directly or indirectly, the construction, or the operation of the Project.

Section 6.02. Waivers. Any waiver at any time of rights or duties under this Loan Agreement shall not be deemed to be a waiver of any subsequent right or duty under this Loan Agreement.

Section 6.03. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower and the NDEE at the following addresses:

(a) BORROWER

City of Seward
537 Main Street
P.O. Box 38
Seward, NE 68434-0038
Phone: (402) 643-2928

(b) NDEE

Department of Environment and Energy
P.O. Box 98922
Lincoln, NE 68509-8922
Phone: (402) 471-2186

All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so mailed. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented, or modified except in writing signed by the NDEE and the Borrower.

Section 6.05. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.06. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the NDEE and the Borrower and their respective successors and assigns.

Section 6.07. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.08. Governing Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, including the Act and the Regulations which are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

Section 6.09. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the NDEE.

Section 6.10. Further Assurances. The Borrower shall, at the request of the NDEE, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

Section 6.11. Notice to Trustee. Upon assignment of the Note to NIFA which may occur from time to time and thereafter, the NDEE shall deliver a notice of this Loan in the form prescribed by NIFA, and other pertinent information relating thereto, to the Trustee for any bonds of NIFA issued to fund deposits into the Fund.

Section 6.12. Finalizing, Closing, and Termination of the Loan Agreement. The NDEE reserves the right to finalize and close, or terminate this Loan Agreement for cause at any point during the term of the loan. Before any action is taken, the NDEE shall give no less than 30 days written notice of the NDEE's intent to the Borrower. Following the final disbursement of Loan proceeds to the Borrower, the NDEE shall revise Attachment A. Such revised Attachment A shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace Attachment A.

Section 6.13. Electronic Signature. The NDEE and the Borrower hereby approve the usage of electronic signatures pursuant to Neb. Rev. Stat. §86-611 and Nebraska Administrative Code, Title 437, Digital Signatures Act.

- (a) Attachment F – Promissory Note of the City of Seward of this Loan Agreement may not be electronically signed and must be signed physically by the authorized signatories. The Borrower agrees that prior to electronically signing this Loan Agreement, Attachment F has been physically signed and provided to the NDEE.

Section 6.14. Effective Date. This Loan Agreement shall become effective upon the latter date of the following two signatures:

IN WITNESS THEREOF, the parties hereto have caused this Loan Agreement to be executed and delivered as of the date set forth below.

CITY OF SEWARD, NEBRASKA

By _____
(printed name)

(signature)

Title _____ Mayor

Date _____

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

By _____
(printed name)

(signature)

Title _____ Director

Date _____

INDEX OF ATTACHMENTS

Exhibit 1 -	Project Description
Attachment A -	Loan Repayment Schedule
Attachment B -	Project Costs and Projected Outlay Schedule
Attachment C -	Financial Analysis
Attachment D -	List of Federal Laws and Authorities
Attachment E -	Borrower's Counsel's Opinion
Attachment F -	Promissory Note
Attachment G -	Certificate
Attachment H -	Resolution
Attachment I -	Additional Documents

EXHIBIT 1

PROJECT DESCRIPTION

The submitted project includes a water tower replacement. The City's existing 200,000 gallon water tower was recommended to be replaced with a new 500,000 gallon tower. The project also includes related site and utility work for the tower site and surrounding improvements. The City may use ARPA funds as part of this project.

The project includes all related work, land testing, construction change orders, and engineering fees.

ATTACHMENT A

LOAN REPAYMENT SCHEDULE

Payments are due on June 15 and December 15 of each year. Interest and Administrative fees shall accrue at the applicable rate as established by Section 2.03 and Section 2.04 of this Loan Agreement and repayments of such accrued interest and administrative fees will be repaid after the effective date of this Loan Agreement. A commencement of principal repayment is estimated to start on June 15, 2025 (as established by Section 2.02 of this Loan Agreement wherein repayment must begin within one (1) year from the date of Initiation of Operation, but no later than three (3) years from the date of the Loan, whichever occurs first).

Amounts due will be invoiced on or about May 15 and November 15 of each year for each six-month payment period ending on the set interest payment date. Interest and Administrative fee accruing on principal amounts drawn after the invoicing date are to be included with the next invoice.

The Amortization Schedule included in Attachment A is a projected schedule based upon estimated principal repayment start and full distribution of funds and is subject to change pending date of Initiation of Operation and final principal amount disbursed. Interest and Administrative fees accruing before the first principal repayment that is not reflected on the following draft amortization schedule will be billed and paid in accordance with the NDEE's procedures.

Following the receipt of Initiation of Operation date and the final disbursement of Loan proceeds to the Borrower, a revised final Attachment A shall be prepared by the NDEE to establish the final debt service schedule based upon the following parameters set forth below. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

The final Loan Repayment Schedule shall be calculated by the NDEE based on the following parameters:

- (1) Final principal amount of Loan;
- (2) Amount of Loan Forgiveness, if any;
- (3) Interest rate as set forth in Section 2.03;
- (4) Administrative fee rate as set forth in Section 2.04;
- (5) Installments of principal, interest, and fees on each June 15 and December 15 payment date shall:
 - a. Begin no later than one year after the Initiation of Operation, or three years from the effective date of this Loan Agreement, whichever occurs first; and
 - b. End on the last repayment which must be paid no later than thirty years (30) from the date of either (i) one year after the Initiation of Operation, or (ii) three years from the effective date of this Loan agreement, whichever occurs first; and
 - c. Amortization of principal to achieve level payments of principal and interest (not taking into account the administrative fee payment pursuant to Section 2.04).

ATTACHMENT A

PROJECTED AMORTIZATION SCHEDULE

TOTAL PRINCIPAL: \$ 2,878,000 **INTEREST RATE (%): 0.50**
LOAN FORGIVENESS: \$ 1,122,000 **ADMIN FEE (%): 0.50**
TOTAL SRF ASSISTANCE: \$ 4,000,000 **TERM (YEARS): 30**

Principal Payment	Principal	Principal Payment	Interest	Admin Fee	Total Payment	Remaining Principal
6/15/2025	\$ 2,878,000.00	\$ 44,518.89	\$ 7,195.00	\$ 7,195.00	\$ 58,908.89	\$ 2,833,481.11
12/15/2025	\$ 2,833,481.11	\$ 44,630.19	\$ 7,083.70	\$ 7,083.70	\$ 58,797.59	\$ 2,788,850.92
6/15/2026	\$ 2,788,850.92	\$ 44,741.76	\$ 6,972.13	\$ 6,972.13	\$ 58,686.02	\$ 2,744,109.15
12/15/2026	\$ 2,744,109.15	\$ 44,853.62	\$ 6,860.27	\$ 6,860.27	\$ 58,574.16	\$ 2,699,255.54
6/15/2027	\$ 2,699,255.54	\$ 44,965.75	\$ 6,748.14	\$ 6,748.14	\$ 58,462.03	\$ 2,654,289.78
12/15/2027	\$ 2,654,289.78	\$ 45,078.17	\$ 6,635.72	\$ 6,635.72	\$ 58,349.62	\$ 2,609,211.62
6/15/2028	\$ 2,609,211.62	\$ 45,190.86	\$ 6,523.03	\$ 6,523.03	\$ 58,236.92	\$ 2,564,020.75
12/15/2028	\$ 2,564,020.75	\$ 45,303.84	\$ 6,410.05	\$ 6,410.05	\$ 58,123.94	\$ 2,518,716.91
6/15/2029	\$ 2,518,716.91	\$ 45,417.10	\$ 6,296.79	\$ 6,296.79	\$ 58,010.68	\$ 2,473,299.81
12/15/2029	\$ 2,473,299.81	\$ 45,530.64	\$ 6,183.25	\$ 6,183.25	\$ 57,897.14	\$ 2,427,769.17
6/15/2030	\$ 2,427,769.17	\$ 45,644.47	\$ 6,069.42	\$ 6,069.42	\$ 57,783.31	\$ 2,382,124.70
12/15/2030	\$ 2,382,124.70	\$ 45,758.58	\$ 5,955.31	\$ 5,955.31	\$ 57,669.20	\$ 2,336,366.12
6/15/2031	\$ 2,336,366.12	\$ 45,872.98	\$ 5,840.92	\$ 5,840.92	\$ 57,554.81	\$ 2,290,493.15
12/15/2031	\$ 2,290,493.15	\$ 45,987.66	\$ 5,726.23	\$ 5,726.23	\$ 57,440.12	\$ 2,244,505.49
6/15/2032	\$ 2,244,505.49	\$ 46,102.63	\$ 5,611.26	\$ 5,611.26	\$ 57,325.16	\$ 2,198,402.86
12/15/2032	\$ 2,198,402.86	\$ 46,217.88	\$ 5,496.01	\$ 5,496.01	\$ 57,209.90	\$ 2,152,184.98
6/15/2033	\$ 2,152,184.98	\$ 46,333.43	\$ 5,380.46	\$ 5,380.46	\$ 57,094.35	\$ 2,105,851.55
12/15/2033	\$ 2,105,851.55	\$ 46,449.26	\$ 5,264.63	\$ 5,264.63	\$ 56,978.52	\$ 2,059,402.28
6/15/2034	\$ 2,059,402.28	\$ 46,565.39	\$ 5,148.51	\$ 5,148.51	\$ 56,862.40	\$ 2,012,836.90
12/15/2034	\$ 2,012,836.90	\$ 46,681.80	\$ 5,032.09	\$ 5,032.09	\$ 56,745.98	\$ 1,966,155.10
6/15/2035	\$ 1,966,155.10	\$ 46,798.50	\$ 4,915.39	\$ 4,915.39	\$ 56,629.28	\$ 1,919,356.59
12/15/2035	\$ 1,919,356.59	\$ 46,915.50	\$ 4,798.39	\$ 4,798.39	\$ 56,512.28	\$ 1,872,441.09
6/15/2036	\$ 1,872,441.09	\$ 47,032.79	\$ 4,681.10	\$ 4,681.10	\$ 56,394.99	\$ 1,825,408.30
12/15/2036	\$ 1,825,408.30	\$ 47,150.37	\$ 4,563.52	\$ 4,563.52	\$ 56,277.41	\$ 1,778,257.93
6/15/2037	\$ 1,778,257.93	\$ 47,268.25	\$ 4,445.64	\$ 4,445.64	\$ 56,159.54	\$ 1,730,989.69
12/15/2037	\$ 1,730,989.69	\$ 47,386.42	\$ 4,327.47	\$ 4,327.47	\$ 56,041.37	\$ 1,683,603.27
6/15/2038	\$ 1,683,603.27	\$ 47,504.88	\$ 4,209.01	\$ 4,209.01	\$ 55,922.90	\$ 1,636,098.39
12/15/2038	\$ 1,636,098.39	\$ 47,623.65	\$ 4,090.25	\$ 4,090.25	\$ 55,804.14	\$ 1,588,474.74
6/15/2039	\$ 1,588,474.74	\$ 47,742.70	\$ 3,971.19	\$ 3,971.19	\$ 55,685.08	\$ 1,540,732.03
12/15/2039	\$ 1,540,732.03	\$ 47,862.06	\$ 3,851.83	\$ 3,851.83	\$ 55,565.72	\$ 1,492,869.97
6/15/2040	\$ 1,492,869.97	\$ 47,981.72	\$ 3,732.17	\$ 3,732.17	\$ 55,446.07	\$ 1,444,888.26
12/15/2040	\$ 1,444,888.26	\$ 48,101.67	\$ 3,612.22	\$ 3,612.22	\$ 55,326.11	\$ 1,396,786.58
6/15/2041	\$ 1,396,786.58	\$ 48,221.93	\$ 3,491.97	\$ 3,491.97	\$ 55,205.86	\$ 1,348,564.66
12/15/2041	\$ 1,348,564.66	\$ 48,342.48	\$ 3,371.41	\$ 3,371.41	\$ 55,085.30	\$ 1,300,222.18
6/15/2042	\$ 1,300,222.18	\$ 48,463.34	\$ 3,250.56	\$ 3,250.56	\$ 54,964.45	\$ 1,251,758.84
12/15/2042	\$ 1,251,758.84	\$ 48,584.49	\$ 3,129.40	\$ 3,129.40	\$ 54,843.29	\$ 1,203,174.35
6/15/2043	\$ 1,203,174.35	\$ 48,705.96	\$ 3,007.94	\$ 3,007.94	\$ 54,721.83	\$ 1,154,468.39
12/15/2043	\$ 1,154,468.39	\$ 48,827.72	\$ 2,886.17	\$ 2,886.17	\$ 54,600.06	\$ 1,105,640.67
6/15/2044	\$ 1,105,640.67	\$ 48,949.79	\$ 2,764.10	\$ 2,764.10	\$ 54,477.99	\$ 1,056,690.88
12/15/2044	\$ 1,056,690.88	\$ 49,072.16	\$ 2,641.73	\$ 2,641.73	\$ 54,355.62	\$ 1,007,618.72
6/15/2045	\$ 1,007,618.72	\$ 49,194.84	\$ 2,519.05	\$ 2,519.05	\$ 54,232.94	\$ 958,423.87
12/15/2045	\$ 958,423.87	\$ 49,317.83	\$ 2,396.06	\$ 2,396.06	\$ 54,109.95	\$ 909,106.04
6/15/2046	\$ 909,106.04	\$ 49,441.13	\$ 2,272.77	\$ 2,272.77	\$ 53,986.66	\$ 859,664.91
12/15/2046	\$ 859,664.91	\$ 49,564.73	\$ 2,149.16	\$ 2,149.16	\$ 53,863.05	\$ 810,100.18
6/15/2047	\$ 810,100.18	\$ 49,688.64	\$ 2,025.25	\$ 2,025.25	\$ 53,739.14	\$ 760,411.54
12/15/2047	\$ 760,411.54	\$ 49,812.86	\$ 1,901.03	\$ 1,901.03	\$ 53,614.92	\$ 710,598.68
6/15/2048	\$ 710,598.68	\$ 49,937.40	\$ 1,776.50	\$ 1,776.50	\$ 53,490.39	\$ 660,661.29
12/15/2048	\$ 660,661.29	\$ 50,062.24	\$ 1,651.65	\$ 1,651.65	\$ 53,365.54	\$ 610,599.05
6/15/2049	\$ 610,599.05	\$ 50,187.39	\$ 1,526.50	\$ 1,526.50	\$ 53,240.39	\$ 560,411.65
12/15/2049	\$ 560,411.65	\$ 50,312.86	\$ 1,401.03	\$ 1,401.03	\$ 53,114.92	\$ 510,098.79
6/15/2050	\$ 510,098.79	\$ 50,438.64	\$ 1,275.25	\$ 1,275.25	\$ 52,989.14	\$ 459,660.15
12/15/2050	\$ 459,660.15	\$ 50,564.74	\$ 1,149.15	\$ 1,149.15	\$ 52,863.04	\$ 409,095.40
6/15/2051	\$ 409,095.40	\$ 50,691.15	\$ 1,022.74	\$ 1,022.74	\$ 52,736.63	\$ 358,404.25
12/15/2051	\$ 358,404.25	\$ 50,817.88	\$ 896.01	\$ 896.01	\$ 52,609.90	\$ 307,586.37
6/15/2052	\$ 307,586.37	\$ 50,944.93	\$ 768.97	\$ 768.97	\$ 52,482.86	\$ 256,641.44
12/15/2052	\$ 256,641.44	\$ 51,072.29	\$ 641.60	\$ 641.60	\$ 52,355.50	\$ 205,569.16
6/15/2053	\$ 205,569.16	\$ 51,199.97	\$ 513.92	\$ 513.92	\$ 52,227.81	\$ 154,369.19
12/15/2053	\$ 154,369.19	\$ 51,327.97	\$ 385.92	\$ 385.92	\$ 52,099.81	\$ 103,041.22
6/15/2054	\$ 103,041.22	\$ 51,456.29	\$ 257.60	\$ 257.60	\$ 51,971.49	\$ 51,584.93
12/15/2054	\$ 51,584.93	\$ 51,584.93	\$ 128.96	\$ 128.96	\$ 51,842.85	\$ (0.00)
TOTAL:	\$ 2,878,000	\$ 224,833.50	\$ 224,833.50	\$ 224,833.50	\$ 3,327,667.01	

ATTACHMENT B

PROJECT COSTS

<u>COST CLASSIFICATION</u>	<u>ESTIMATED TOTAL COST</u>
1) Administrative and legal expenses	\$ 10,000
2) Land, structures, right-of-ways, appraisals, etc.	\$ 50,000
3) Relocation expenses and payments	\$ -
4) Architectural and engineering fees	\$ 110,000
5) Project inspection fees	\$ 150,000
6) Site work, demolition and removal	\$ -
7) Construction	\$ 3,280,000
8) Equipment	\$ -
9) Miscellaneous	\$ -
10) SUBTOTAL (sum of lines 1-9)	\$ 3,600,000
11) Contingencies	\$ 400,000
12) SUBTOTAL (sum of lines 10-11)	\$ 4,000,000
Less project (program) income	
TOTAL PROJECT COSTS (line 12 minus 13)	\$ 4,000,000
<u>SOURCE OF FUNDS</u>	
NDEE DWSRF Loan (Principal)	\$ 2,878,000
NDEE DWSRF Loan Forgiveness	\$ 1,122,000
TOTAL PROJECT ASSISTANCE	\$ 4,000,000

Funds shall be made only to owners of eligible systems for eligible projects pursuant to the Safe Drinking Water Act.

OUTLAY SCHEDULE

	2022	2023	2024
	ESTIMATED OUTLAY	ESTIMATED OUTLAY	ESTIMATED OUTLAY
January	\$ -	\$ -	\$ 172,000
February	\$ -	\$ -	\$ 172,000
March	\$ -	\$ -	\$ 172,000
April	\$ -	\$ -	\$ 172,000
May	\$ -	\$ -	\$ 240,000
June	\$ -	\$ 452,000	\$ 288,000
July	\$ -	\$ 564,000	\$ 180,000
August	\$ -	\$ 268,000	\$ 288,000
September	\$ -	\$ 268,000	\$ 96,000
October	\$ -	\$ 252,000	\$ -
November	\$ -	\$ 336,000	\$ -
December	\$ -	\$ 80,000	\$ -
ANNUAL TOTAL:	\$ -	\$ 2,220,000	\$ 1,780,000
TOTAL OUTLAY:	\$	\$	4,000,000

ATTACHMENT C

FINANCIAL CAPABILITY

CITY OF SEWARD, NEBRASKA DWSRF Project No. D311700

The City of Seward has requested DWSRF funding assistance of four million dollars to finance a new 500,000 gallon elevated water tower. The City of Seward is eligible for 28.05% DWSRF Loan Forgiveness out of the SRF SFY2023 IUP Program with a matching DWSRF loan for two million, eight hundred and seventy-eight thousand dollars

An abbreviated financial analysis is presented. The documents reviewed and used to complete this analysis are:

1. Audited Financial Statements Excerpts of the City of Seward, for the years 2019 through 2021,
2. Water Preapplication for State Assistance,
3. Miscellaneous correspondence prepared by Olsson & Associates for the City of Seward in project file.

Table 1
City of Seward Water Fund Summary

Year Sept 1 to Aug 31	Revenue (includes interest income)	Expenses (excludes depreciation)	Revenue Minus Expenses
2019	\$1,878,299	\$975,997	\$902,302
2020	\$2,069,684	\$1,038,091	\$1,031,593
2021	\$2,191,668	\$1,116,779	\$1,074,889

Seward as of September 30, 2021 has an outstanding debt of \$629,555 for a water metering system as reported for Basic Budget Data on the Nebraska Auditor of Public Accounts website.

Analysis of the Water Utility:

The City of Seward manages their water utility. Water use fees would be pledged to repay the loan. Seward's number of residential, commercial and industrial sewer users is approximately 2,897. Current residential water rates are \$13.86 per month with an additional usage charge of \$0.0379 per cubic foot for the first 1,200 cubic feet per month, and \$0.0451 per cubic foot for water use beyond 1,200 cubic feet per month. An increase to the water user fee of \$2.82 per month per user is recommended to fund this project. The projected increase for the residential water bill is from \$59.34 to \$62.16 per month.

The proposed loan D311700 for \$4,000,000 funding having \$2,878,000 in principal and \$1,122,000 in principal forgiveness has a repayment amount for the first year as shown in Table 2.

Table 2
Proposed DWSRF Loan No. D311700, Principal \$2,878,000

Loan Term (years)	Interest Rate	First Year Payment	First Year Payment + 10% Coverage
30	0.5% + 0.5% admin fee on outstanding principal balance	\$88,257.59	\$98,063.99

The projected monthly water rate of \$62.16 or \$745.92 annually required to fund this water improvement project is 1.13% of Seward's 2020 median household income of \$66,190 and is below EPA's 2.5% upper level of water rate affordability.

ATTACHMENT D

LIST OF FEDERAL LAWS AND AUTHORITIES

ENVIRONMENTAL:

- Archeological and Historic Preservation Act of 1974, Pub. L. 93-291, 16 U.S.C. §469a-1
- Clean Air Act, PL 95-95, as amended, 42 U.S.C. 7506(c)
- Coastal Barrier Resources Act, PL 97-348, 96 Stat. 1653, 16 U.S.C. 3501 et seq.
- Coastal Zone Management Act of 1972, PL 92-583, as amended, 16 U.S.C. §1451 et seq.
- Endangered Species Act, PL 93-205, as amended, 16 U.S.C. 1531 et seq.
- Essential Fish Habitat Consultation Process Under the Magnuson-Stevens Fishery Conservation and Management Act, PL 94-265, as amended, 16 U.S.C. §1801 et seq.
- Executive Order 11988, Floodplain Management, as amended; Executive Order 12148, as amended
- Executive Order 11990, Protection of Wetlands, as amended; Executive Order 12608, as amended
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, as amended
- Farmland Protection Policy Act, PL 97-98, 7 U.S.C. §4201 et seq.
- National Environmental Policy Act, PL 91-190, 42 U.S.C. §4321 et seq.
- National Historic Preservation Act of 1966, PL 89-665, as amended, 16 U.S.C. §740 et seq.
- Safe Drinking Water Act, as amended, PL 92-523, as amended, 42 U.S.C. 300f et seq.
- U.S. Fish and Wildlife Service National Wetlands Inventory
- Wild and Scenic Rivers Act, PL 90-542, as amended, 82 Stat. 913, 16 U.S.C. §1271 et seq.

ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, 42 U.S.C. §3331 et seq.
- Executive Order 12549, Debarment and Suspension, as amended
- Executive Order 13202, as amended; Executive Order 13208, as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act, with Respect to Federal Contracts, Grants, or Loans, as amended
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, as amended, 42 U.S.C. §§4601-4655

SOCIAL LEGISLATION:

- Age Discrimination Act of 1975, PL 94-135, 42 U.S.C. §6102
- Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, PL 102-389
- Executive Order 11246, Equal Employment Opportunity, as amended
- Executive Orders 11625, 12138, and 12432 Women's and Minority Business Enterprise, as amended
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, PL 100-590
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. §1251
- Title VI of the Civil Rights Act of 1964, PL 88-352, 42 U.S.C. §200d

MISCELLANEOUS AUTHORITY:

- Nebraska Drinking Water State Revolving Loan Fund #FS - 997805

**The list of Federal Laws and Authorities is based upon the EPA's listing of "Additional information on Cross-Cutting Federal Authorities" (http://water.epa.gov/grants_funding/dwsrf/xcuts.cfm) and the EPA's "Cross-Cutting Federal Authorities: A Handbook on Their Application in the Clean Water and Drinking Water State Revolving Fund Programs" (October 2003; <https://www.epa.gov/sites/default/files/2015-08/documents/crosscutterhandbook.pdf>) as of October 12, 2015. This list is subject to change based upon the federal authorities of the EPA.*

ATTACHMENT E

Form of Opinion of Borrower's Counsel

[USE BORROWER'S OR COUNSEL'S LETTERHEAD]

[Date]

[NOTE: Any of the opinions given below may be given in reliance upon the opinion of another Bond Counsel, and one Bond Counsel may give some of the opinions and another Bond Counsel may give others.]

Nebraska Department of Environment and Energy
Post Office Box 98922
Lincoln, NE 68509-8922
Attention: State Revolving Fund Program

To the Nebraska State Revolving Fund:

I have acted as **[Bond]** Counsel in connection with the execution and delivery by City of Seward (the "Borrower"), of an Agreement for Loan No. D311700 (the "Loan Agreement") between the Borrower and the Nebraska Department of Environment and Energy ("NDEE") and the issuance of a promissory note (the "Note") by the Borrower to the NDEE. All terms used in this opinion letter and not defined shall have the meanings given to them in the Loan Agreement.

In this connection, I have examined the following:

- (a) Certified copies of the **[DESCRIBE RESOLUTION AND/OR ORDINANCE PURSUANT TO WHICH LOAN AGREEMENT AND NOTE ARE TO BE ENTERED INTO]**;
- (b) An executed counterpart of the Loan Agreement;
- (c) The executed Note; and
- (d) Such other documents as I deemed relevant and necessary in rendering this opinion.

As to questions of fact material to my opinion, I have relied upon the certified proceedings and other certifications of public officials furnished to me without undertaking to verify the same by independent investigation.

Based upon the foregoing I am of the opinion that:

1. The Borrower is a city duly organized and validly existing under the laws of the State of Nebraska.
2. The Borrower is a governmental unit, as such term is used in Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.
3. The Borrower has the power and authority to enter into the Loan Agreement, to issue the Note, to borrow the entire principal amount provided for in Section 2.01 of the Loan Agreement (the "Principal Amount") and to perform its obligations under the Loan Agreement and the Note.

4. The Loan Agreement and the Note have been duly authorized, executed and delivered by the Borrower and are, and would be if the entire Principal Amount were advanced to the Borrower pursuant to the Loan Agreement on the date of this opinion, valid and legally binding special obligations of the Borrower, payable solely from the sources provided therefor in the Loan Agreement, enforceable in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.
5. Pursuant, where applicable, to Nebraska Revised State Statutes §§18-1803 through 18-1805; §§31-732, 31-739, and 31-740, and all other applicable statutes governing eligible municipalities, the Loan Agreement creates a valid lien on the funds pledged by the Borrower pursuant to Section 3.02 of the Loan Agreement for the security of the Loan Agreement and the Note and no other debt of the Borrower is secured by a superior lien on such funds.
6. The Borrower has obtained or made all approvals, authorizations, consents, or other actions of, and filings, registrations, or qualifications with, the Borrower or any other government authority which are legally required to allow the Borrower to enter into and perform its obligations under the Loan Agreement and the Note and borrow the full Principal Amount pursuant to the Loan Agreement and the Note.

Very truly yours,

ATTACHMENT F

PROMISSORY NOTE OF THE CITY OF SEWARD, NEBRASKA

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay, but solely from the sources described herein, to the order of the Nebraska Department of Environment and Energy ("NDEE"), or its successors and assigns, the principal sum of not to exceed \$4,000,000 [less any Loan Forgiveness as established by Section 2.01 of the Loan Agreement], to the extent disbursed pursuant to Section 2.01 and Section 2.05 of the Loan Agreement No. D311700 ("the Loan Agreement"), with interest on each such amount until paid, pursuant to Section 2.03 of the Loan Agreement between the NDEE and the Borrower. In addition, the Borrower shall pay an Administrative Fee on the outstanding principal amount of this Note per annum pursuant to Section 2.04 of the Loan Agreement. The said principal, interest, and Administrative Fee shall be payable in semiannual installments each payable on June 15 and December 15 of each year in accordance with Section 2.06 of the Loan Agreement. Each installment shall be in the amount set forth in Attachment A to the Loan Agreement. The Borrower will pay any penalty or additional interest due pursuant to Section 2.06(d) of this Loan Agreement.

All payments under this Note shall be payable at the offices of the NDEE in Lincoln, Nebraska, and upon the assignment of this Note to the NIFA, at the principal corporate trust office of a Trustee designated by the NIFA, or such other place as the NDEE may designate in writing.

This Note is issued pursuant to and is secured by the Loan Agreement of the City of Seward, Nebraska, the terms and provisions of which are incorporated herein by reference.

All payments of principal of and interest on this Note and other payment obligations of the Borrower hereunder shall be limited obligations of the Borrower payable solely out of the Dedicated Source of Revenue for the Payment of the Loan, as established in the Loan Agreement, and shall not be payable out of any other revenues of the Borrower. The obligations of the Borrower under this Note shall never constitute or give rise to a charge against its general credit or taxing power. This note shall not be a debt of the Borrower within the meaning of any constitutional statutory or charter limitation upon the creation of general obligation indebtedness of the Borrower.

If default be made in the payment of any installment due under this Note, or by the occurrence of any one or more of the Events of Default specified in Article V of the Loan Agreement, and if such Event of Default is not remedied as therein provided, or at any time thereafter, the NDEE may give notice to the Borrower that all unpaid amounts of this Note then outstanding, together with all other unpaid amounts outstanding under the Loan Agreement, are due and payable immediately, and thereupon, without further notice or demand, all such amounts shall become and be immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default.

The Borrower hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor.

This Note and all instruments securing the same are to be construed according to the laws of the State of Nebraska. Signed and sealed this _____ day of _____, 20_____.

[SEAL] (if applicable)

CITY OF SEWARD, NEBRASKA

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

Attest: _____
(signature)

By _____
(signature)

By _____
(signature)

Title Clerk _____

Title Mayor _____

Title Interim Director _____

Date _____

Date _____

Date _____

ATTACHMENT F
PROMISSORY NOTE OF THE CITY OF SEWARD, NEBRASKA

(continued)

Complete this section upon assignment of this Note to the NIFA.

Pursuant to the Pledge Agreement dated as of _____ as amended (the "Pledge Agreement"), by and between the NDEE and the Nebraska Investment Finance Authority ("NIFA"), and the _____ dated as of _____, as supplemented and amended, by and between NIFA _____, as trustee (the "Trustee"), the NDEE hereby assigns, grants and conveys any and all of the NDEE's rights, title and interest in this Note to NIFA, except as provided in the Pledge Agreement, and NIFA hereby assigns such rights, title and interest to the Trustee and any successor Trustee.

Attested by:

By _____
(printed name)

(signature)

Title _____

Date _____

**NEBRASKA INVESTMENT FINANCE
AUTHORITY**

By _____
(printed name)

(signature)

Title **Director**

Date _____

ATTACHMENT G

CERTIFICATE OF THE CITY OF SEWARD

The following certifications are made in connection with the Agreement for Loan No. D311700 (the "Loan Agreement") between the Nebraska Department of Environment and Energy ("NDEE") and the City of Seward, Nebraska (the "Borrower") for the purpose of establishing compliance by the Borrower with requirements for the maintenance of the tax exemption of interest on any bonds (the "Bonds") which may be from time to time issued by the Nebraska Investment Finance Authority ("NIFA") to provide funds for deposit in the Fund (as defined in the Loan Agreement).

WHEREFORE, the undersigned hereby certifies on behalf of the Borrower to the NDEE, the NIFA and any trustee for the Bonds, as follows:

1. The undersigned is authorized to make the following certifications on behalf of the Borrower.
2. The Borrower represents that it reasonably expects that the design and construction of the Project, as defined in this Loan Agreement, will commence within the stated Project Schedule established by Section 2.07 of this Loan Agreement and that the design and construction of the Project will proceed with due diligence thereafter to completion.
3. The proceeds of the loan pursuant to the Loan Agreement will be used to construct a facility that will be owned and operated by the Borrower. There will be no Agreements for the use of the facility other than Agreement on a rate scale basis. Specifically, the Borrower represents that there will be no Agreements for use of the Project that will require a non-governmental unit to make payments to the Borrower without regard to actual use of the Project.

Signed and dated as of _____.

City of Seward, Nebraska

(signature)

Title _____ Mayor

Date _____

ATTACHMENT H

RESOLUTION _____

WHEREAS, the City of Seward, Nebraska recognizes that a properly functioning Public Water System is necessary to the health and welfare of the citizens of the city; and

WHEREAS, the Mayor and City Board of Trustees have determined that portions of the city Public Water System are in need of significant repair and improvement; and

WHEREAS, funding for the cost of the repair and improvement of portions of the city Public Water System may be obtained by loan from the Nebraska Department of Environment and Energy, subject to certain requirements and obligations;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Board of Trustees of the City of Seward, Nebraska that they should execute the contract for loan between the Nebraska Department of Environment and Energy and the City of Seward, Nebraska designated as Project No. D311700, incorporated by reference into this Resolution as if fully set forth; and

BE IT FURTHER RESOLVED, _____, Mayor, is hereby directed to execute the Agreement and all other documents necessary to facilitate the Loan between the Nebraska Department of Environment and Energy and the City of Seward, Nebraska for the purpose of repairing and improving the city's Public Water System; and

BE IT FURTHER RESOLVED THAT _____, Clerk, be authorized and directed to sign all necessary documents, to furnish such assurances to the State of Nebraska as may be required by law or regulations, and to receive payment on behalf of the applicant.

HEREBY the RESOLUTION has passed and approved as of _____.

City of Seward, Nebraska

(signature)

Title _____ Mayor

Date _____

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of _____.

(signature)

Title _____ Clerk

ATTACHMENT I

ADDITIONAL DOCUMENTS

These forms will be loan specific so will need to be added/removed separately for each agreement.

Attachment I.01 – Loan Forgiveness Form

Attachment I.01

LOAN FORGIVENESS AGREEMENT FORM

PART I

SRF LOAN FORGIVENESS AWARD

Pursuant to Neb. Rev. Stat. §71-5322(9) et. Seq., as amended, the NDEE hereby offers the following Loan Forgiveness to the Borrower for the project as established by this Loan Agreement:

- (1) Loan Forgiveness of up to 28.05% of eligible SRF project costs of this Loan Agreement, not to exceed one million, one hundred and twenty-two thousand dollars (\$1,122,000).

This Loan Forgiveness is offered concurrent with this Loan Agreements Funds. Eligibility for such funds is made in accordance with the Federal Act, the state Act, Regulations, and the annual Intended Use Plan.

PART II

LOAN FORGIVENESS CERTIFICATION

If the Borrower is receiving Loan Forgiveness Funds, the Borrower certifies that as a condition of receipt of state allocations under this Loan Agreement, the following information is accurate and the Borrower agrees to the following statements and stipulations:

- (1) The Borrower is not considered a privately owned entity;
- (2) The population at the time of the Loan Forgiveness award for the Borrower is equal to or less than ten thousand inhabitants as determined by the most recent federal decennial census or the most recent revised certified count by the United States Bureau of the Census;
- (3) Based on information from the applicable Intended Use Plan, the Borrower's population is estimated to be 7,643.
- (4) The Borrower has demonstrated serious financial hardship through the assessment and processes established in the related NDEE's State Fiscal Year's (SFY) Intended Use Plan;
- (5) The Borrower's Median Household Income (MHI) as listed in the NDEE's SFY's Intended Use Plan at the time of signing of this Loan Agreement is less than 120% of the State's MHI for that SFY.

PART III

LOAN FORGIVENESS CONDITIONS

- (1) The total award of all Loan Forgiveness cannot exceed one-half of the total amount of eligible Project Costs.
- (2) Application and distribution of all Subsidies will be done pursuant to the terms as established by the Loan Agreement.
- (3) The total subsidy amount may be changed by the NDEE if the eligible project amount changes due to the project costs.
- (4) Violation or noncompliance of this Loan Agreement will result in annulment of all Loan Forgiveness and a demand that any disbursed Loan Forgiveness funds be returned to the State of Nebraska immediately.

3. Consideration of an Amendment (#2) to a Professional Services Agreement with Short Elliott Hendrickson Inc (SEH) in the Amount of \$338,914.00 for Additional Engineering Services Related to the Wastewater Treatment Facility Improvements Project - City Engineer Oneby



Building a Better World
for All of Us®

July 11, 2024

RE: City of Seward, Nebraska
WWTF Improvements - Design Engineering
Services Amendment
SEH No. SEWAC 163917 14.00

Honorable Mayor and City Council
City of Seward
537 Main Street
Seward, NE 68434

Dear Honorable Mayor and City Council:

The purpose of this letter is to request approval of an Amendment to the Agreement for Professional Services, dated October 18, 2021 for SEH's work in design of the Wastewater Treatment Facility Improvements.

There have been changes to the scope, as requested by the City, that have caused an increase the amount of time it has taken or will take SEH staff to complete the requested tasks. The project is now at 95% design stage, as redlines from City meetings, and Quality Control comments have been addressed. The WWTF Improvements project will now be put on hold while the City waits for additional funding to be allocated to the project. Assistance with funding activities and bidding of the associated Soil Surcharge Project will still move forward. SEH's time for those efforts is included in this Amendment. We anticipate that the Project as a whole may move forward with submittal to NDEE, preparation of bidding documents, and bidding of the project in the fall/winter of 2024/2025. Those efforts are also included in this Amendment.

A summary of the out of scope and additional items around which this Amendment is based is as follows:

- Assistance with preparation of WIFIA Letter of Intent – the first step in requesting project funding through this federal program
- Changes in Soil Surcharge design. There was discussion about the soil surcharge being completed as a change order to an existing project that was being completed in Seward during the summer of 2023. Instead, City staff decided that the project should be bid independently. Project details also changed during development of the bidding documents. The project will now be bid in July 2024. The Amendment includes bidding of the project, but award and construction administration engineering services will be under separate contract, which SEH will provide at the time of bidding.
- Floodplain assistance. SEH has had several discussions with City staff regarding actions that are needed during the Soil Surcharge and overall WWTF Improvements project in order to meet FEMA and local floodplain regulations.
- Changes in design of the WWTF Improvements project that came about in addressing comments from the City and internal Quality Control comments, as well as comments from local contractor review. Additional design meetings were held with the City on both the soil surcharge and WWTF Improvements project – including a contractor review meeting and a basis of bid manufacturers meeting, as well as general meetings to discuss final questions with City staff.

Honorable Mayor and City Council

July 11, 2024

Page 2

- NDEE Submittal and Responses – We assume that the 95% set of plans and specifications can be submitted to NDEE for review and approval as is. However, SEH's effort to respond to comments, and make changes to plans due to the comments is unknown. For the purposes of this Amendment SEH has assumed 40 hours process staff (project manager, two wastewater engineers, and one wastewater cad technician) and 8 hours for support disciplines and their cad technicians.
- The design team will prepare bidding plans, specifications, and a final cost estimate. These are revisions that are still outstanding after the preparation of the 95% set. The project will then be bid and bids will be evaluated and recommendation for award made. This work was included in the original engineering agreement but removed by previous contract amendment. Now that we anticipate the project may move forward in the fall, 2024, we are adding this work back in.

The total amendment amount we are requesting is \$338,914.00. As shown in the attached Supplemental Letter Agreement, the revised Not-To-Exceed contract amount will now be \$1,881,184.00, including this Amendment. The Amendment amount is based on actual time spent on the above items plus estimated time to complete bidding of the Soil Surcharge project, submittal to NDEE, preparation of bidding documents, and bidding the project. For the purposes of this Amendment, we anticipate all of this work will be completed before March, 2025.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Colin Marcusen, PE

Project Manager

(Lic. MN, ND, SD, IA, NE, PA, TX)

clm/dmk

x:\pts\sewac\163917\1-gen\10-setup-cont\03-proposal\amendment\june 2024 amendment\2024.06.25 1 city fee amendment.docx

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Seward ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective October 18, 2021, this Supplemental Letter Agreement dated July 1, 2024 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Wastewater Treatment Facility Design – Amendment 2.**

Client's Authorized Representative: Greg Butcher

Address: 537 Main Street, PO Box 38, Seward, Nebraska 68434

Telephone: 402.643.2928 **email:** greg.butcher@cityofsewardne.gov

Project Manager: Colin Marcusen

Address: 2351 Connecticut Avenue, Suite 300, Sartell, Minnesota 56377

Telephone: 320.229.4359 **email:** cmarcusen@sehinc.com

Scope: The Services to be provided by Consultant:

SEH proposes to complete 95% plans and specifications for the WWTF project by addressing meeting minutes from meetings with City staff, redlines from City markups, contractor markup and comments, and internal quality control reviews. The design documents will be delivered to the City for review but then SEH will put work on hold until SEH and the City can find funding for the project. As part of these changes, SEH will also meet with City staff to discuss manufacturers for each piece of equipment and how each piece should be specified.

SEH has also done work on the Soil Surcharge project which is connected to the WWTF Improvements project in that the soil surcharge needs to be completed at least 6 months before construction of the WWTF project begins. The plans and specifications for the surcharge project have changed many times due to changes in scope and sources for borrow for the surcharge soils. There have also been floodplain permitting investigations and calculations that were completed in order to be in compliance with FEMA and local regulations.

SEH has assisted with application for WIFIA funding with preparation of a Letter of Intent. We will continue to assist with the WIFIA application when the time comes. Our staff will also continue to pursue other funding opportunities or support the City in their funding opportunities as they become available.

It should be noted that the items described above were not part of the original scope of services for design and bidding of the WWTF Improvements project. As the City's consultant, we are attempting to be as fiscally responsible as possible in only asking for increases in engineering fees for items of work to be completed now or that have already been completed, with notification to City staff of these items being out of scope.

It is anticipated that the City may be notified regarding funding opportunities in the fall of 2024 and can therefore move forward with submittal of the plan and specification documents to NDEE and bidding the project. That work is also included in this amendment.

NDEE submittal and response: SEH will submit the already completed 95% set of plans and specifications to NDEE for review and approval. The timing of NDEE review is unknown, as is the amount of effort required to submit to NDEE comments. For the purposes of this Amendment SEH has assumed 40 hours process staff (project manager, two wastewater engineers, and one wastewater cad technician) and 8 hours for support disciplines and their cad technicians.

Project Bidding: This work was included in the original Engineering Agreement but was removed by previous Amendment. The Work is now being proposed again since it's likely the project will move forward. The following items are included in the bidding scope:

- Preparation of 100% Bidding Documents. Five (5) hard copies and one electronic copy of the Bidding Documents will be delivered to the City.
- Attend one (1) City Council meeting to request Authorization to Advertise for Bidding. SEH staff in attendance will include:
 - Project Manager – in person
- Prepare advertisement for bidding and assist the City in advertising.
- Respond to contractor's questions during advertisement.
- Prepare one (1) addendum to clarify or expand upon the bidding documents
- Attend one (1) Pre-bid meeting at the WWTF site. SEH staff in attendance will be:
 - Project Manager
 - Two (2) Project Engineers
- Virtual bidding and electronic submittal of bids will be used for this project through Quest CDN. The bids will be collected electronically and reviewed by SEH. A tabulation of bids will be prepared and delivered to the City.
- Prepare recommendation for award of contract.

Schedule:

SEH is continuing to work on preparation of the bidding documents for the Soil Surcharge project, which will be bid in July 2024. The 95% plans and specifications are complete and will be delivered to the City by the end of July 2024. Funding applications and assistance will take place on as-needed basis. We anticipate submittal to NDEE will occur in October, 2024 and bidding of the project will be completed by March, 2025.

Payment:

The fee for this Amendment is hourly estimated to be \$338,914.00, including expenses and equipment. This additional Amendment fee increases the not-to-exceed amount from \$1,542,270.00 to \$1,881,184.00.

The revised estimated fee is subject to a not-to-exceed amount of \$1,881,184.00 including expenses and equipment.

The payment method, basis, frequency, and other special conditions are set forth in attached Exhibit A-1, as attached to the original contract.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of Seward

By: 
Full Name: Jake Vasa
Title: Client Service Manager

By: _____
Full Name: _____
Title: _____

Exhibit A-1
to Supplemental Letter Agreement
Between City of Seward (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated July 1, 2024

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

Seward WWTF Improvements
 Additional Design Phase Services for June, 2024 Amendment
 SEWAC 163917
 Updated 7/10/2024

Item Number	Description of Change	Approximate Cost	Disciplines Involved in Change	Comments
1	Assistance with Preparation of WIFIA LOI and future WIFIA Application	\$15,000.00	Process	
2	Revisions to Soil Surcharge Design and Bidding Schedule	\$42,000.00	Process, Geotechnical, Civil	Borrow source for soil surcharge material has changed multiple times, as has the schedule for the project. We've revised our drawings and specifications to accommodate decisions and will now bid the project in July, 2024.
3	Floodplain assistance	\$12,000.00	Process, Water Resources, Civil	SEH has had several meetings with City staff regarding floodplain permitting compliance for the soil surcharge project and the WWTF as a whole.
4	Revisions to WWTF Improvements Plans and Specifications, Delivery to City, Additional Funding Assistance, Basis of Bid manufacturers meeting and specification changes	\$48,865.00	Process, Structural, Geotechnical, Architecture, Mechanical, Electrical, Controls, Civil	SEH has made revisions to the plans and specifications based on meetings with City staff and based on past redlines and QC review comments. Some of these changes were included in the scope of the original contract, but others were additions. The work that is being completed gets the project closer to bidding phase, though the project will now be put on hold until we can find additional funding for the project.
5	NDEE Submittal and Responses	\$70,324.00	Process, Structural, Geotechnical, Architecture, Mechanical, Electrical, Controls, Civil	This is a partially unknown effort due to the fact that timing of NDEE review is unknown, as is direction based on their review. For the purposes of this Amendment, SEH has assumed 40 hours for process staff and CAD Technicians, and 8 hours for other disciplines and their CAD Technicians.
6	WWTF Improvements Bidding	\$150,725.00	Process, Structural, Geotechnical, Architecture, Mechanical, Electrical, Controls, Civil	Based on the original scope and includes preparation of 100% bidding documents, Council meeting attendance for authorization to advertise, preparation of the ad for bid, preparation of addenda, responding to contractor's questions, prebid meeting prep and attendance, preparation of the bid tabulation, attendance at bid opening, and recommendation for award of the bid.

TOTAL: \$338,914.00

4. Consideration of a Change Order to the Construction Contract with General Excavating for the Park Avenue Storm Sewer Improvements Project - City Engineer Oneby



Design with Purpose. Build with Confidence.

PROJECT Park Ave. Storm Sewer Improvements

PROJECT NO. 09176.001

WORK ORDER NO. 5

CONTRACT DATE: _____ DATE: 7/13/24

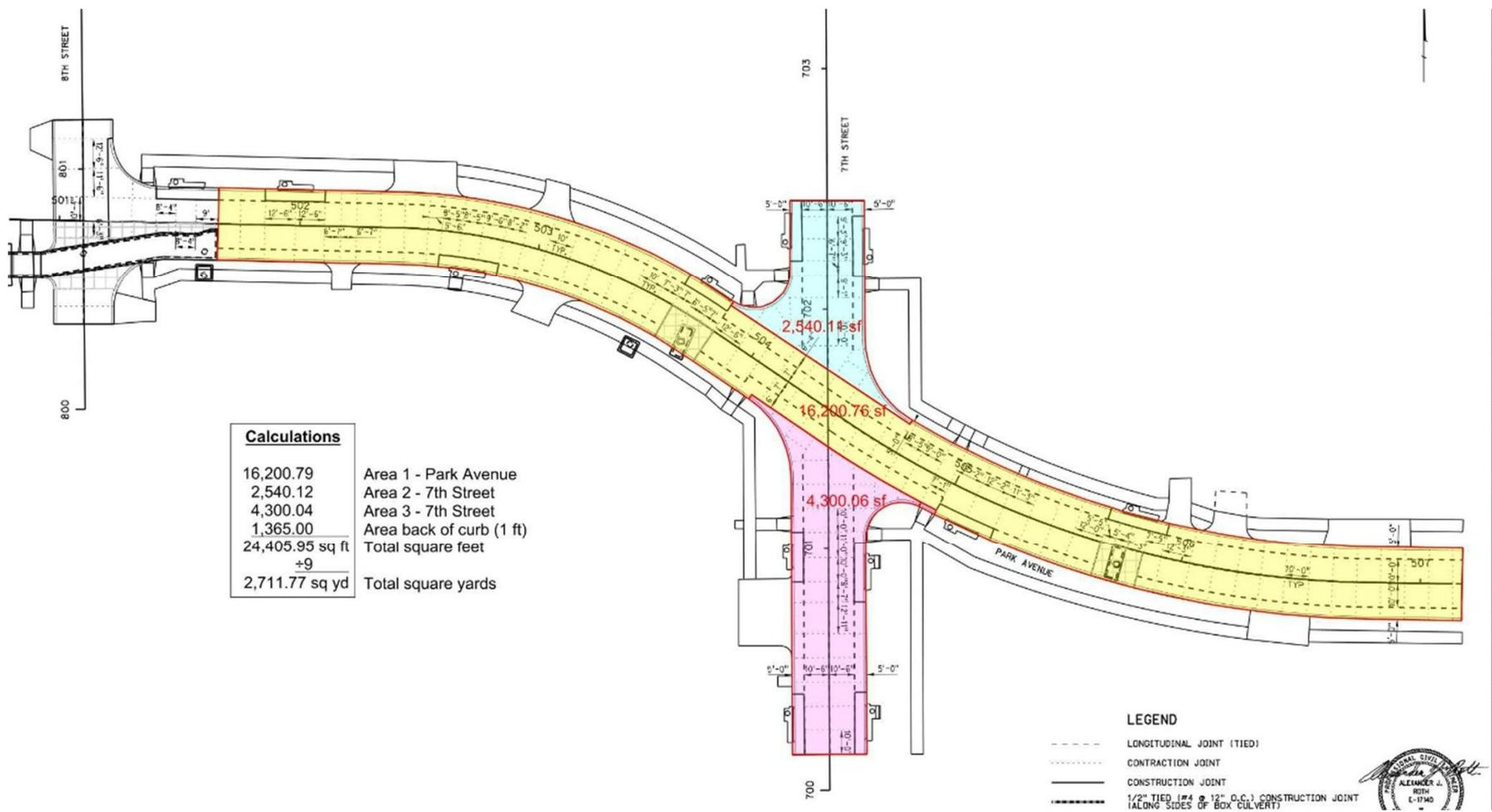
CONTRACTOR: General Excavating OWNER: City of Seward

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

Pavement Subgrade Stabilization:

The work site has experienced ongoing instability issues with the high moisture content subsoils below pavement along Park Avenue and 7th Street. Recent favorable weather has not sufficiently improved soil stability for pending pavement construction. The engineer has elected to stabilize the 1' thick layer of subgrade soil immediately below future pavement footprint and extending 1' outside of back of curb with addition of 5% Portland Cement (type I/II). Cement shall be evenly spread over soil to be stabilized and mixed with equipment intended for this application. Contractor shall protect existing shallow utilities and storm sewer within work areas from damage during mixing. The equipment shall add water to mixture as needed for optimal proportioning and compaction. Mixture shall then be compacted in place before initial set of cement interferes with soil compaction process. Traffic on stabilized subgrade should be minimized during curing of soil-cement mixture for minimum 48 hours before re-assessing stability. The engineer may still limit concrete trucks to half loads during paving to minimize risk of subgrade damage and rutting.

Plan view of the proposed application area for this work:



The following pricing will be used for the work:

Item	Estimated Quantity	Unit Price	Extended Price
Subgrade Stabilization, 5% Portland Cement	2,712 SY	\$28.80	\$78,105.60

Acceptance of Work Order	
For the Owner	For the Contractor
Signature:	Signature: <i>Robert O'Connor</i>
Name:	Name: ROBERT O'CONNOR
Title:	Title: PROJECT MANAGER
Date:	Date: 7/15/24

5. Consideration of Memorandum of Understanding with Tallgrass Development, Inc., to Conduct a Blight Study of Property Located at Lots 1 & 7, All Lots 2-12 & Vacant Alley, H M & R Addition, Block 100, Seward, Seward County, Nebraska - City Administrator Butcher

MEMORANDUM OF UNDERSTANDING

Tallgrass Development, Inc. a Nebraska corporation (Developer) and the City of Seward, Nebraska (City) enter into this Memorandum of Understanding for the purpose of setting forth the parties' obligations as it relates to obtaining and paying for a blight study of the following properties:

Lots 1 & 7, All Lots 2-12 & Vac Alley, H M & R Addition, Block 100, Seward, Seward County, Nebraska (Legal Description).

To this end, the parties hereto agree as follows;

1. City will contract with RDG Planning and Design or a reputable planning firm at the City's discretion (herein after "Consultant"), for the purpose of conducting a study of the above described real estate to determine whether it is blighted and substandard within the meaning of Neb. Rev. Stat. § 18-2103 (3) & (31).
2. Tallgrass Development, Inc. will advance City \$2,500 toward the cost of said blight and substandard study, which advance City shall use to pay the Consultant.
3. A Consultant representative will attend all public hearings required by the Planning Commission and/or City Council.
4. Upon completion of the study and submission to City, Tallgrass Development, Inc. will pay any remaining balance due the Consultant by City, provided however, the total paid by Tallgrass Development, Inc., shall not exceed the maximum cost set forth in Section 7 below.
5. City shall conduct a public hearing to receive comment on the issue of whether the real estate described above is blighted and substandard.
6. City may, but is not obligated to, declare the real estate blighted and substandard. Tallgrass Development, Inc. knowingly and intelligently accepts the risk of the cost of the blight and substandard study with no guaranty regarding the results of the study, or whether the City will declare the area blighted and substandard even if the study finds that the area qualifies for such designation.
7. The maximum cost for which Tallgrass Development, Inc. shall be responsible for the blight and substandard study is \$4,000.00.

Tallgrass Development, Inc. (Developer)

By: _____

Member

ATTEST

City of Seward, Nebraska

By: _____

Derek Bargmann, City Clerk

By: _____

Josh Eickmeier, Mayor

6. Consideration of Memorandum of Understanding with Peery Housing, LLC, to Conduct a Blight Study of Property Located at Lots 9, 10, and the South 1/2 of Lot 8, H M & R Addition, Block 88, Seward, Seward County, Nebraska - City Administrator Butcher

March 15th, 2024

Mr. Greg Butcher
City Administrator, City of Seward
537 Main St
Seward, NE 68434

Mr. Butcher,

As per the email exchange with Jacob, Jonathan and yourself I wanted to reach out with more information about a potential project at 428 N. 3rd St.

As you recall, we lost 5 rental units do to a fire in July of 2022. I think you would agree there is a need for more housing in the community and I've been working on options to rebuild a 4 plex on the property. It appears the blight map does not cover the address being discussed and I'd like to make a formal request for the City to consider extending the Blight map to make it possible for TIF to be used on the project, potentially involving a neighboring property as well.

I'll be happy to discuss the project further, along with timelines, community needs and the opportunity to include the neighboring property.

Thanks,

Mark Peery
Peery Housing
402-304-6271

MEMORANDUM OF UNDERSTANDING

Peery Housing, LLC, a Nebraska limited liability company (Developer) and the City of Seward, Nebraska (City) enter into this Memorandum of Understanding for the purpose of setting forth the parties' obligations as it relates to obtaining and paying for a blight study of the following properties:

Lots 9, 10, and the South ½ of Lot 8, H M & R Addition, Block 88, Seward, Seward County, Nebraska (Legal Description).

To this end, the parties hereto agree as follows;

1. City will contract with RDG Planning and Design or a reputable planning firm at the City's discretion (herein after "Consultant"), for the purpose of conducting a study of the above described real estate to determine whether it is blighted and substandard within the meaning of Neb. Rev. Stat. § 18-2103 (3) & (31).
2. Peery Housing, LLC will advance City \$2,500 toward the cost of said blight and substandard study, which advance City shall use to pay the Consultant.
3. A Consultant representative will attend all public hearings required by the Planning Commission and/or City Council.
4. Upon completion of the study and submission to City, Peery Housing, LLC, will pay any remaining balance due the Consultant by City, provided however, the total paid by Peery Housing, LLC, shall not exceed the maximum cost set forth in Section 7 below.
5. City shall conduct a public hearing to receive comment on the issue of whether the real estate described above is blighted and substandard.
6. City may, but is not obligated to, declare the real estate blighted and substandard. Peery Housing, LLC, knowingly and intelligently accepts the risk of the cost of the blight and substandard study with no guaranty regarding the results of the study, or whether the City will declare the area blighted and substandard even if the study finds that the area qualifies for such designation.
7. The maximum cost for which Peery Housing, LLC, shall be responsible for the blight and substandard study is \$4,000.00.

Peery Housing, LLC (Developer)

By: _____

Member

ATTEST

City of Seward, Nebraska

By: _____

Derek Bargmann, City Clerk

By: _____

Josh Eickmeier, Mayor

7. Update on the Wellness Center - Executive Director Brase
 - A. Presentation and Discussion on Proposed Membership Fees

Seward Wellness Center Membership Fees

Category	SWC	Fallbrook	Beatrice	Hastings	Holdrege	Kearney	Norfolk	Columbus	Papillion
Youth (Age 12-18)	\$20	\$25	\$16	\$24	\$27	\$29.50	\$22.43/\$26.53	\$25	\$27.50
Young Adult (Age 19-24)	\$35	\$39	\$30	\$35		\$42.50	\$34.12	\$47	
Adult (25-61)	\$45	\$49	\$44.50	\$47	\$45	\$55	\$45.50	\$59	\$55
Adult Couple (Married)	\$60			\$65		\$78.50		\$77	\$68.50
Senior (62+)	\$40	\$45	\$39.25	\$40	\$40	\$49.50	\$29.18	\$47	
Senior Couple	\$50	\$84	\$56.00	\$49	\$59	\$69.50	\$39.53	\$69	\$44
Family	\$70	\$89	\$64.50	\$75	\$69	\$81.50	\$63.18	\$83	\$78.50
Single Parent Family	\$55	NA	\$49.50			\$71	\$46.12	\$69	
Daily	\$5/8/5	\$10/15/12	\$10/\$8	\$8/\$5	\$10	\$10/15		\$15/15/7	\$5/8/5

Non-resident Daily: \$8/10/8

Corporate Rates 20% off 10% off

Youth \$16 \$14.40

Young Adult \$28 \$27

Adult \$36 \$40.05

Single Parent \$44 \$44.55

Family \$56 \$58.05

* Golden (Free-80 yrs and older)

* Family Daily Rate (\$25)

* Membership Add-ons

* Nanny/Babysitter extra

* Group Rates: 7-15% off

* Member/Non-member rates for classes & training

Prc

<u>Projected</u>	<u>Monthly</u>	<u>Yearly</u> <u>(1 mo. Free)</u>
------------------	----------------	--------------------------------------

495	\$267,300	\$245,025
-----	-----------	-----------

325	\$273,000	\$250,250
-----	-----------	-----------

Total:	\$540,300.00	\$495,275.00
--------	--------------	--------------

Projected Budget Revenue: \$485,160.00

(A:\$39; F:\$65)

CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 7/16/24

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

- Monitoring a number of street projects including: East Seward (final items), design on East Hillcrest, drainage near Park Street & Bradford Street (construction), Highway 15 Watermain (construction near 7th and South) and Highway 15 Reconstruction (construction).
- Water Tower project underway, working on final paint design, met with artist and staff again.
- Reviewed additional DTR items and worked with applicants on needed documents.
- Working with Wellness Center Executive Director Brase on numerous items and follow ups including landscaping plan.
- Worked with Kelly Hoffschneider to work on a number of real estate items related to the Rail Campus, tower leases, and related legal matters.
- Admin staff to continue comparability analysis.
- Attended Southeast Nebraska Regional Economic Development Forum follow up meeting w/numerous Seward/Seward County dignitaries.
- Budget follow up items with Finance Director.
- Assisted Mayor Eickmeier with a number of appointments and reappointments.
- NPPD Summer Billable Demand Online Meeting
- Continued review of items for NRD Hazard Mitigation Plan
- Reviewed 4th of July Follow Up items with Department Heads.
- Follow up meeting with new SPS A.D. Scott Curry to discuss City involvement in youth sports and development.
- Attended monthly meeting with NDOT and business leaders to review status of the Highway 15 Reconstruction Project.
- Met with concerned citizen on notification of utility access to yards and proper advanced notice.
- Officed Closed on July 4th and 5th.
- Attended the Seward Civic Center Construction Meeting.
- Finalized management costs for DR-4420 (2019 Flood Emergency) with City Clerk.
- Attended an evening online training for Nebraska Flood Plain Administrators.
- Conducted a Rail Campus Deep Dive with Jonathan Jank to review costs and planning for the Rail Campus.
- Assisted with a citizen complaint issue in relation to the Park Avenue storm sewer project.
- Assisted in finalizing registration for Seward Youth Tackle Football.
- Took vacation day on 7/12/24 to attend State Youth Baseball Touney in Gretna.

Police Department

- Public Safety meeting w/ Lt. Gov. Kelly & Crime Comm. Director Tuma at York courthouse 7/9.
- Officer Heard's anticipated release from FTO is 7/20.
- Compiling budget numbers for new in-car/body-worn cameras.

City Clerk/Human Resources/City Hall

- Awaiting final draft from City Admin. DR-4420 Project.
- Revisions to Safety Manual begin this week.
- Fire Dept. By-Laws are under review by City Admin.

Water/Wastewater Department

- Basis of Bid Meeting on the WWTF 7/8.
- Recirculation Pump at Pool.
- Jared Hans starts at W/WW this week.
- Clarifier cleaning, and NPDES Sampling.

Parks and Rec/Cemetery/Golf/Pool

- 7/8 Meeting with High School A.D.
- Clean up parks after Fourth of July.

- Mowing.

Civic Center

- Construction Update: Waiting for the lintels to come in before the stairs come out and the ramp can begin to be assembled. First-floor framing is complete, and the fireplaces are being framed. Then the cabinet maker will start on shelves.
- Construction progress meeting 7/9.
- Commission meeting 7/8.

Electric Department

- Picking up cords and take down steamers for the Fourth of July.
- Trim trees.
- Work on streetlights.

Street Department

- Pull pump out for repair.
- Equipment checks.
- Push up burn pile.
- Repair cement on 1st and Pinewood.

Library

- 7/8 Christmas Committee Meeting, Reader's Choice Book Group, Dept. Head Meeting, and moving books downstairs.
- Staff Meeting 7/12.

Building Inspection/Planning Department

- Café on 6th St. plans and fees are still needed. Fire Marshall Plans for fire main were not reviewable. No plans for the elevator or hood submitted yet.
- Sidewalk proposal for replacing missing sidewalk and potentially damaged sidewalk. Putting together financial figures for the proposal.
- Researching to see if used car sales are permitted on the site for 804 Twin Oaks Rd.

Engineering

- Highway 15 Reconstruction Update: concrete hand event a Library, coordinate Bradford storm sewer connection and water main conflict.
- Landscape plan edits and sidewalk edits to meet ADA at Wellness Center.
- Submitting questions and comments for the Recycling Center retaining wall.
- ALTA survey review, verify easements, review Lot 17 drainage w/ Project Move and First Addition re-plat review.
- WWTP Upgrade: Soil surcharge project, advertise 7/17, 17 and 24. Bid opening July 25, equipment basis of bid meeting 7/8.
- New Water Tower Update: Site & utilities work commences, logo re-design, communication tenant agreements.

Finance Dept.

- Payroll.
- Balance June books.
- Collections.

Seward Wellness Center

- Site Update: Slab poured 7/9, grading & electrical continues, excavation completed last week and base layer rock has been brought in, progress made on framing of locker rooms and paving over the next 2-3 weeks.
- Freedom Run moved to July 27th.
- Meeting with High School A.D. 7/8.

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE
ACTION
ANNOUNCEMENT OF UPCOMING EVENTS
STRATEGY SESSION**

1. Strategy Session with City Attorney Regarding Real Estate Interests at the Seward Rail Campus - City Attorney Hoffschneider

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