



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

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**Tuesday, November 5, 2024**

**7:00 PM**

**Municipal Building Council Chambers**

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**NOTICE IS HEREBY GIVEN** that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, November 5, 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. Any citizen may address the Council regarding items included on the meeting agenda and are asked to complete and submit a Speaker Card to the Clerk prior to the meeting. The Mayor will call speakers to the podium when the item is being considered. Presenters shall approach the podium, state their name & address for the Clerk's record and are asked to limit remarks to five minutes. All remarks shall be directed to the Mayor who shall determine by whom any appropriate response shall be made. The City of Seward reserves the right to adjust the order of items on this Agenda if necessary and may elect to take action on any of the items listed.

**ROLL CALL**

**CONSENT AGENDA**

1. Claims & Payables Reports

CLAIMS LIST  
11/5/2024  
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; MAT-Materials; 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

ADE	SU	274.00
AKRS Equipment	RE	439.36
Allegiant Utility Service	CI	1.68
Allo	UT	401.59
Amazon Business	SU	79.64
American Fence Co Lincoln	BU	227.36
APMS Inc	RE	22,000.00
Aqua-Chem Inc	SU	4,163.10
Bizco Technologies	IT	7,185.75
Black Hills Energy	UT	460.98
Blackstrap Inc	SU	3,945.00
Border States Industries	SU	1,097.79
Bound Tree Medical LLC	SU	1,863.34
Brunckhorst Kent	RI	82.00
Butzke Kerry	RI	125.00
Campbell Cleaning	SE	1,255.00
Capital Business Systems	SE	665.90
Cash-Wa Distributing Co	SU	308.69
Central States Hydraulic	RE	1,604.26
Chase Card Service		5,963.63
Quality Inn Kearney	TR	788.28
Walmart	SU	485.02
Int'l Code Council	PU	319.50
Fast Mart	MC	30.00
Emergency Solutions	SE	153.37
Tractor Supply	SU/BU	313.93
Amazon.com	SU	286.18
Runza	ML	290.54
Sam's Club	SU	561.18
Office Depot	SU	330.36
Herpolsheimers	RE	367.89
Sparetime	ML	134.55

Dragon Palace	ML	212.50	
The Webstaurant Store	SU	114.73	
Brightside Bakery	SU	48.00	
Valentino's	ML	129.82	
Constant Contact	SE	23.00	
ForeUP	IT	686.08	
SuperSaver	SU	50.93	
Tracfone	UT	34.24	
USPS	PF	158.55	
Quill	SU	209.98	
NWEA	TR	235.00	
Cihal Alan F	RI		82.00
City Seward Building/Grounds	OP		8,000.00
City Seward Electric Fund	UT		45,237.90
City Seward General Fund	AF		300.00
City Seward Library Petty	PF		165.23
City Seward Payroll Account	SA		211,176.00
Codr Plumbing/Excavation	RE		157.50
Commonwealth Electric Co	RE		1,329.36
Core & Main LP	RE		973.02
Crouch'S Farm/Hardware	GU		171.48
Dunlop Sports/Srixon/Clv	SU		268.20
Dutton-Lainson Co	SU		5,507.20
E M C Insurance Companies	BE		1,000.00
Eakes Office Solutions	SU		53.98
Ecolab	SU		1,308.13
Ehlers Electronics	RE		240.00
Fastenal Company	SU		207.05
G&P Development Landfill	SE		149.44
Galls LLC	UN		84.22
Gerhold Concrete Co Inc	CI		352.62
Gleason Logan	RI		82.00
Great Plains Communications	UT		576.00
Hach Company	SU		309.23
Hamilton Equip Company	RE		160.74
Helmink Printing/Grph Inc	SU		596.00
Hobson Automotive & Tire	SE		175.00
Hoffschneider Law PC LLO	SE		5,000.00
Husker Electric Supply Co	SU		2,751.66
Husker Lock & Key	SU		25.00
Hydraulic Equipment	SU		80.61
J.P. Cooke Co.	UN		166.80
JEO Consulting Group	SE		1,328.75
Johnson Bryce C	RI		90.00

Jones Bank	MC	192.15
JR's Bobcat Service	MAT/SE	5,608.54
K & Z Distributing	SU	72.00
Klopfenstein Todd	RI	50.00
Last Mile Network	SE	75.30
League Ne Municipalities	TR	985.00
Lee's Refrigeration	BU	92.50
Lincoln Winwater Works	INV	5,785.63
Lynn Card Company	SU	102.95
Mailand's Clothing	SE	22.00
McMaster-Carr	RE	134.98
Memorial Health Care	MC	1,026.00
Menards	SU	325.15
Metering & Technology Solutions	INV	3,293.76
Mid-American Benefits Inc	BE	2,889.86
Mid-State Engineer/Test	SE	1,539.00
Nebraska DAS Account OCIO	SE	245.00
Nebraska Equipment Inc	RE	74.33
Nebraska Golf & Turf	MC	460.00
Nebraska Health Lab	TE	168.75
Nebraska Lake Management	SU	560.00
Nebraska Star Beef Co LLC	SU	64.80
Nextlink	UT	200.00
Norris Public Power District	UT	1,199.90
Olsson	CI	4,232.36
One Billing Solutions LLC	SE	1,816.95
O'Reilly Automotive Inc	SU	316.65
Policky Brandon A	RI	279.72
Pollak Jamie	RI	30.00
Principal Financial Group	BE	2,775.99
Quality Brands Of Lincoln	SU	393.67
Rathjen Shad	RI	31.00
Regulatory Compliance Services	AF	395.00
Resco	FA	5,218.14
Rumery Lawn & Landscape	GU	137.73
Sam's Club	SU	297.39
Seward Co Chamber/Develop	RI	211.40
Seward County EMA	MC	9.00
Sparetime Lounge & Grill	ML	747.50
State Distributing Co	SU	237.45
Strohmyer Tom	SE	200.00
Summit Fire Protection	BU	276.20
The Sprinkler Guy	RE	143.25
Tritech Software/Central	AF	3,394.54

U S Cellular	UT	142.63
Verizon Wireless	UT	490.84
Wesco Distribution Inc	INV	73,521.40
York Equipment	FA	20,000.00
	CLAIMS TOTAL	\$480,715.60

2. Draft Minutes of October 15, 2024, City Council Meeting

**October 15, 2024**

The Seward City Council met at 7:00 p.m. on Tuesday, October 15, 2024, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Megan Kahler, John Singleton, Matt Stryson, Rich Wergin, Jonathon Wilken. Councilmembers Absent: Jessica Kolterman, Karl Miller, Tatum Tonniges. Other officials present: City Administrator Greg Butcher, City Attorney's representative Connor Madsen, City Engineer Michael Oneyby, Wellness Center Director Joel Brase, and Chief of Police Brian Peters.

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 Stryson.

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Report (totaling \$2,438,210.79)
4. Police Department Report
5. Draft Minutes of October 1, 2024, City Council Meeting

Aye: Kahler, Singleton, Stryson, Wergin, Wilken.

Nay: None. Absent: Kolterman, Miller, Tonniges. Motion carried.

**ADMINISTRATIVE ITEMS**

**1. CONSIDERATION OF A CLAIM FROM TRUDY SUPER, 711 PARK AVE, FOR PERSONAL PROPERTY DAMAGE IN THE AMOUNT OF \$13,827.50**

City Administrator Butcher informed that the alleged incident involved effects from the Park Avenue Storm Sewer Improvements Project. The recommendation from Administration is to forward to the insurance carrier for determination.

Councilmember Singleton moved, seconded by Councilmember Wergin, to forward the claim to the City's insurance carrier for consideration.

Aye: Kahler, Singleton, Stryson, Wergin, Wilken.

Nay: None. Absent: Kolterman, Miller, Tonniges. Motion carried.

**2. CONSIDERATION OF A CHANGE ORDER IN THE AMOUNT OF \$59,774.92 TO THE CONSTRUCTION CONTRACT WITH GENERAL EXCAVATING FOR THE BRADFORD STREET STORM SEWER IMPROVEMENTS PROJECT**

City Engineer Oneyby described the change order as work previously approved by Council at the August 20<sup>th</sup> Council meeting. Council provided direction to General Excavating for complete concrete repaving at the 7<sup>th</sup> Street-Bradford Street intersection and to remove all brick pavers, which has now been completed and opened.

Councilmember Stryson moved, seconded by Councilmember Singleton, to approve a change order with General Excavating for the Bradford Street Storm Sewer Improvements Project in the amount of \$59,774.92.

Aye: Kahler, Singleton, Stryson, Wergin, Wilken.

Nay: None. Absent: Kolterman, Miller, Tonniges. Motion carried.

**3. CONSIDERATION OF A CHANGE ORDER IN THE AMOUNT OF \$16,014.48 TO THE CONSTRUCTION CONTRACT WITH GENERAL EXCAVATING FOR THE PARK AVENUE STORM SEWER IMPROVEMENTS PROJECT**

Mr. Oneyby informed that the project was nearly completed with grass cover of disturbed areas as the only major item remaining. Due to the time of the season, the change order would replace sodding with seeding of these areas. The change order is a credit to the City for lesser costs associated with seeding.

Councilmember Singleton moved, seconded by Councilmember Kahler, to approve a change order with General Excavating for the Park Avenue Storm Sewer Improvements Project in the amount of \$16,014.48.

Aye: Kahler, Singleton, Stryson, Wergin, Wilken.

Nay: None. Absent: Kolterman, Miller, Tonniges. Motion carried.

**4. CONSIDERATION OF AN AMENDMENT (#2) TO THE OWNER-ENGINEER AGREEMENT WITH THE SCHEMMER ASSOCIATES FOR CONSTRUCTION ENGINEERING SERVICES FOR THE 6<sup>TH</sup> STREET WATER MAIN IMPROVEMENTS PROJECT IN THE AMOUNT OF \$23,171.60**

October 15, 2024

Mr. Oneby noted that another water main conflict had been discovered during the completion of the Hwy 15 Reconstruction Project that would need to be resolved immediately. The conflict, found at North Ave-6<sup>th</sup> Street, would result in lowering the water line piping found in this area and would impact three nearby service lines.

Councilmember Stryson moved, seconded by Councilmember Wergin, to approve an amendment to the owner-engineer agreement with The Schemmer Associates for 6<sup>th</sup> street Water Main Improvements Project in the amount of \$23,171.60.

Aye: Kahler, Singleton, Stryson, Wergin, Wilken.

Nay: None. Absent: Kolterman, Miller, Tonniges. Motion carried.

5. CONSIDERATION OF A RESOLUTION TO DESIGNATE CITY ITEMS AS SURPLUS

Councilmember Stryson introduced **Resolution 2024-32**, to designate City items as surplus. Councilmember Wergin moved, seconded by Councilmember Singleton, to approve Resolution 2024-32.

Aye: Kahler, Singleton, Stryson, Wergin, Wilken.

Nay: None. Absent: Kolterman, Miller, Tonniges. Motion carried.

6. CONSIDERATION OF AN ORDINANCE AMENDING THE MUNICIPAL CODE; INITIATING A WATER RATE ADJUSTMENT INCREASING TOTAL SYSTEM REVENUES BY 3.0%; EFFECTIVE WITH OCTOBER 2024 BILLING (CORRECTS ORD. NO. 2024-18)

It was noted that an error was discovered after the passing of Ordinance 2024-18 that will need to be addressed by a corrective ordinance.

Councilmember Wergin introduced Ordinance No. 2024-21, AN ORDINANCE TO AMEND SECTION 390-1.26 OF THE MUNICIPAL CODE; TO INITIATE A WATER RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICE FROM THE WATER SYSTEM OF THE CITY BY 3.0% EFFECTIVE WITH THE OCTOBER 2024 AND JANUARY 2025 BILLINGS; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTION 390-1.26; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

Due to a lack of a supermajority of Councilmembers present, the rule to dispense with the statutory rule requiring three readings was not possible. The Council is expected to consider this item at the November 5<sup>th</sup> meeting.

7. CONSIDERATION OF AN ORDINANCE AMENDING THE COMPREHENSIVE PAY PLAN, PROVIDING FOR A 3.0% COST OF LIVING ADJUSTMENT FOR ALL PAY LINES, EFFECTIVE OCTOBER 1, 2024 (CORRECTS ORD. NO. 2024-20)

It was noted that an error was discovered after the passing of Ordinance 2024-20 that will need to be addressed by a corrective ordinance.

Councilmember Singleton introduced Ordinance No. 2024-22. AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR A DATE SUCH CLASSIFICATION AND PAY RANGES OF COMPENSATION SHALL BECOME EFFECTIVE; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

Due to a lack of a supermajority of Councilmembers present, the rule to dispense with the statutory rule requiring three readings was not possible. The Council is expected to consider this item at the November 5<sup>th</sup> meeting.

8. CONSIDERATION OF AN AMENDMENT TO THE LEASE WITH NEW CINGULAR WIRELESS PCS, LLC, AKA AT&T, FOR PLACEMENT OF EQUIPMENT ON THE 500,000-GALLON DOWNTOWN WATER TOWER

Mr. Butcher noted that this amendment would revise the lease to allow for the placement of lessee's equipment atop the new downtown water tower. Currently, the lessee has equipment on the existing water tower.

Councilmember Singleton moved, seconded by Councilmember Wergin, to approve an amendment to the lease with New Cingular Wireless PCS, LLC for placement of equipment on the 500,000-gallon downtown water tower.

Aye: Kahler, Singleton, Stryson, Wergin, Wilken.

Nay: None. Absent: Kolterman, Miller, Tonniges. Motion carried.

9. CONSIDERATION TO REQUEST AN AMENDMENT (#2) TO THE CONTRACT WITH THE NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT REGARDING PROPOSED ACCOMPLISHMENTS FOR CDBG #21-DTR-011

Mr. Butcher described how the CDBG grant was winding down and stated this amendment would reflect the accomplishments of the funding for closeout. It is expected the City will apply for a new grant in 2025.

**October 15, 2024**

Councilmember Kahler moved, seconded by Councilmember Stryson, to approve the request for an amendment to the contract with the Nebraska Department of Economic Development for CDBG #21-DTR-011.

Aye: Kahler, Singleton, Stryson, Wergin, Wilken.

Nay: None. Absent: Kolterman, Miller, Tonniges. Motion carried.

**10. UPDATE ON THE WELLNESS CENTER**

Wellness Center Director Brase provided the following updates: the gym had recently had installation of overhead basketball hoops and curtains completed, the floor will arrive in the next week with installation to come; the interior of pool had been poured with decking to come; and the outdoor areas are continuing to take shape.

**CITY ADMINISTRATOR'S REPORT**

Councilmember Singleton moved, seconded by Councilmember Stryson, that the City Administrator's report of October 15, 2024, be accepted.

Aye: Kahler, Singleton, Stryson, Wergin, Wilken.

Nay: None. Absent: Kolterman, Miller, Tonniges. Motion carried.

**STRATEGY SESSION**

**1. STRATEGY SESSION WITH CITY ATTORNEY REGARDING REAL ESTATE INTERESTS AT THE SEWARD RAIL CAMPUS**

Councilmember Singleton moved, seconded by Councilmember Kahler, that the Council enter a closed session with the Mayor, City Administrator, City Attorney's representative, Jonathan Jank, and the City Clerk for the protection of the public interest and to discuss real estate interests at the Rail Campus with the City Attorney for a period not to exceed 30 minutes.

Aye: Kahler, Singleton, Stryson, Wergin, Wilken.

Nay: None. Absent: Kolterman, Miller, Tonniges. Motion carried.

Mayor Eickmeier stated the Council has voted to go into closed session at 7:40 p.m. for the protection of the public interest and to discuss real estate interests at the Rail Campus with the City Attorney's representative.

At 7:48 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Kahler, Singleton, Stryson, Wergin, Wilken. Mayor Eickmeier announced that no formal action was taken during the closed session.

**MOTION TO ADJOURN**

Councilmember Wergin moved, seconded by Councilmember Singleton, that the October 15, 2024, City Council Meeting be adjourned.

Aye: Kahler, Singleton, Stryson, Wergin, Wilken.

Nay: None. Absent: Kolterman, Miller, Tonniges. Motion carried.

Adjourned approximately 7:49 p.m.

THE CITY OF SEWARD, NEBRASKA

\_\_\_\_\_  
Joshua Eickmeier, Mayor

\_\_\_\_\_  
Derek Bargmann, City Clerk

3. Mayor's Appointments to Boards & Commissions:
  - A. Appoint Ron Jackson (replaces Russell Soucek) to the Planning Commission for Remainder of Term

**PUBLIC HEARINGS**

1. Public Hearing - 7:00 PM - Consideration of an Application to the Nebraska Department of Economic Development (NDED) for a Community Development Block Grant (CDBG) for a Portion of the Costs of a Public Facilities Infrastructure Street Improvement Project, Namely, to Extend Worthman Blvd from Pine Street to the Western Boundary of the Seward Rail Campus - City Administrator Butcher
  - A. Authorization for the Mayor to Sign All Documents Related to the City of Seward's Application for CDBG Funding



P.O. Box 38, 537 Main Street, Seward, Nebraska 68434. Phone: 402-643-2928. Fax: 402-643-6491. [www.CityofSewardNE.gov](http://www.CityofSewardNE.gov)

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT**

**CERTIFICATION OF CHIEF ELECTED OFFICIAL FOR APPLICATION**

I, Joshua Eickmeier, Mayor, hereby certify that I am the chief elected officer of the City of Seward, Nebraska, a local government requesting CDBG funds ("Applicant"), and do further certify that, to the best of my knowledge and belief, data, and information in this application are true and correct, including any commitment of local or other resources. This application has been duly authorized by the governing body of the Applicant following an official public hearing. This Applicant will comply with all federal and state requirements governing the use of CDBG funds.

Signature in Blue Ink

\_\_\_\_\_  
Joshua Eickmeier, Mayor

Date Signed

Attestor Signature in Blue Ink

\_\_\_\_\_  
Derek Bargmann, City Clerk

Date Signed



P.O. Box 38, 537 Main Street, Seward, Nebraska 68434. Phone: 402-643-2928. Fax: 402-643-6491. [www.CityofSewardNE.gov](http://www.CityofSewardNE.gov)

## **APPLICANT'S STATEMENT OF ASSURANCES AND CERTIFICATIONS**

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The City of Seward (Applicant) hereby assures and certifies to the Nebraska Department of Economic Development (Department) regarding an application for Community Development Block Grant (CDBG) funds, the following:

### **THRESHOLD CERTIFICATIONS**

1. There are no significant unresolved audit findings relating to any prior grant award from the federal and/or state government that would adversely affect the administration of this grant.
2. No legal actions are underway or being contemplated that would significantly impact the Applicant's capacity to effectively administer the program, and to fulfill the CDBG program; and
3. No project costs have been incurred that have not been approved in writing by the Department.

### **FEDERAL COMPLIANCE CERTIFICATIONS**

4. It will adopt and follow a residential anti-displacement and relocation assistance plan that will minimize displacement as a result of activities assisted with CDBG funds.
5. It will conduct and administer its programs in conformance with:
  - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1).
  - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.
  - c. The Fair Housing Act of 1988 (42 USC 3601-20) and will affirmatively further fair housing.
6. It will not attempt to recover any capital costs of public improvements assisted in whole or part by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (1) grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than grant funds, or (2) for purposes of assessing any amount against properties owned and occupied by persons of LMI who are not persons of very-low income, the recipient certifies to the state that it lacks sufficient grant funds to comply with the requirements of clause (1).
7. It will comply with all provisions of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

### **CITIZEN PARTICIPATION PLAN CERTIFICATION**

8. It certifies that a detailed citizen participation plan is on file which includes:
  - a. Providing and encouraging citizen participation with particular emphasis on participation by lower income persons who are residents of slum and blight areas in which funds are proposed to be used to include target areas as identified in the application.
  - b. Providing citizens with reasonable and timely access to local meetings, information, and records relating to the Applicant's proposed and actual use of CDBG funds.
  - c. Furnishing citizens with information, including but not limited to, the amount of CDBG funds expected to be made available for the current fiscal year, including CDBG funds and anticipated program income; the range of activities that may be undertaken with CDBG funds; the estimated amount of CDBG funds to be used for activities that will meet national objective of benefit to low- and moderate-income people, and the proposed CDBG activities likely to result in displacement and the grantee's anti-displacement and relocation plans.
  - d. Providing technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals. The level and type of assistance is to be identified within the plan.

- e. Providing for public hearings at different stages of the program, for the purpose of obtaining citizen's views and responding to proposals and questions. The hearings must cover community development and housing needs, development of proposed activities and review of program performance. The hearing to cover community development needs must be held before submission of an application to the state. The hearing on program performance must be held during the implementation of the CDBG awarded grant. There must be reasonable notice of the hearings and they must be held at times and locations convenient to potential or actual beneficiaries, with accommodations for the handicapped. Public hearings are to be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can be expected to participate.
- f. Providing citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in the application to the state and for grants already made, activities that are added to, deleted or substantially changed from the application to the state. Substantially changed is defined in terms of purpose, scope, location or beneficiaries defined by the state established criteria.
- g. Providing citizens, the address, phone number and acceptable hours for submitting complaints and grievances and providing timely written responses to written complaints and grievances within 15 working days where practicable.

**SPECIAL REQUIREMENTS AND ASSURANCES.**

- 9. The Applicant will comply with the administrative requirements of the program, those applicable items in the Consolidated Plan, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, and 24 CFR Part 570 (including parts not specifically cited below), and the following laws, regulations and requirements, both federal and state, as they pertain to the design, implementation and administration of the local project, if approved:

**CIVIL RIGHTS AND EQUAL OPPORTUNITY PROVISIONS**

- Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d), et. seq.) (24 CFR Part 1)
- Section 109 of the Housing and Community Development Act of 1974, As Amended
- Age-Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et. seq.)
- Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794) and the Americans with Disability Act
- Executive Order 11246, As Amended
- Executive Order 11063, As Amended by Executive Order 12259 (24 CFR Part 107)

**ENVIRONMENTAL STANDARDS AND PROVISIONS**

- Section 104(f) of the Housing and Community Development Act of 1974, As Amended
- Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) and the Implementing Regulations found at 24 CFR Part 35
- The National Environmental Policy Act of 1969 (42 U.S.C. Section 4321, et. seq., and 24 CFR Part 58)
- The Clean Air Act, As Amended (42 U.S.C. 7401, et. seq.)
- Farmland Protection Policy Act of 1981, (U.S.C. 4201, et. seq.)
- The Endangered Species Act of 1973, As Amended (16 U.S.C. 1531, et. seq.)
- The Reservoir Salvage Act of 1960 (16 U.S.C. 469, et. seq.), Section 3 (16 U.S.C. 469 a-1), As Amended by the Archaeological and Historic Preservation Act of 1974
- The Safe Drinking Water Act of 1974 [42 U.S.C. Section 201, 300(f), et. seq., and U.S.C. Section 349 as Amended, particularly Section 1424(e) (42 U.S.C. Section 300H-303(e)]
- The Federal Water Pollution Control Act of 1972, As Amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. Section 1251, et. seq.)
- The Solid Waste Disposal Act, As Amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et. seq.)
- The Fish and Wildlife Coordination Act of 1958, As Amended, (16 U.S.C. Section 661, et. seq.)
- EPA List of Violating Facilities
- HUD Environmental Standards (24 CFR, Part 51, Environmental Criteria and Standards and 44 F.R. 40860-40866, July 12, 1979)
- The Wild and Scenic Rivers Act of 1968, As Amended (16 U.S.C. 1271, et. seq.)
- Flood Insurance
- Executive Order 11988, May 24, 1978: Floodplain Management (42 F.R. 26951, et. seq.)
- Executive Order 11990, May 24, 1977: Protection of Wetlands (42 F.R. 26961, et. seq.)
- Environmental Protection Act, NEB. REV. STAT. 81-1501 to 81-1532 (R.R.S. 1943)
- Historic Preservation

**LABOR STANDARDS AND PROVISIONS**

- Section 110 of the Housing and Community Development Act of 1974, As Amended
- Fair Labor Standards Act of 1938, As Amended, (29 U.S.C. 102, et. seq.)



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- Davis-Bacon Act, As Amended (40 U.S.C. 276-a - 276a-5); and Section 2; of the June 13, 1934 Act., As Amended (48 Stat. 948.40 U.S.C. 276(c), popularly known as The Copeland Act
- Contract Work Hours and Safety Standards Act (40 U.S.C. 327, et. seq.)
- Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701(u)]

#### **FAIR HOUSING STANDARDS AND PROVISIONS**

- Section 104(a)(2) of the Housing and Community Development Act of 1974, As Amended Public Law 90-284, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et. seq.). As Amended by the Fair Housing Amendments Act of 1988
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, As Amended (42 U.S.C. 4630) and the Implementing Regulations Found at 49 CFR Part 24
- Relocation Assistance Act, NEB. REV. STAT. 76-1214 to 76-1242 (R.S. Supp. 1989)
- Nebraska Civil Rights Act of 1969 20-105 to 20-125, 48-1102 and 48-1116
- Uniform Procedures for Acquiring Private Property for Public Use, NEB. REV. STAT. 25-2501 to 25-2506 (R.R.S. 1943)

#### **ADMINISTRATIVE AND FINANCIAL PROVISIONS**

- 78 FR 78589 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards "Cost Principles"
- 78 FR 78589 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards "Administrative Requirements"
- 24 CFR 570.503 - Grant Administration Requirements for Use of Escrow Accounts for Property Rehabilitation Loans and Grants
- 24 CFR 570.488 to 570.499a - States Program: State Administration of CDBG Nonentitlement Funds
- Community Development Law, NEB. REV. STAT. 18-2101 to 18-2144 (R.S. Supp. 1982)
- Public Meetings Law, NEB. REV. STAT. 18-1401 to 18-1407 (R.R.S. 1943)
- 24 CFR Subtitle A (4-1-98 Edition) – 85 referenced as 2 CFR Part 200 Administrative requirements for grants and cooperative agreements to State, local and federally recognized Indian tribal governments

#### **MISCELLANEOUS.**

- Hatch Act of 1938, As Amended (5 U.S.C. 1501, et. seq.)

Applicant hereby certifies that it will comply with the above stated assurances.

---

Chief Elected Official Signature

Joshua Eickmeier, Mayor

---

Chief Elected Official Printed Name, Title

---

Date



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## Citizen Participation Plan City of Seward, Nebraska

### A. Participation by Citizens

All citizens, including low- and moderate-income citizens, shall be requested and encouraged to participate in the assessment of community issues, problems and needs; the identification of potential solutions; and priority to such issues, problems and needs, as follows:

1. All citizens shall be periodically requested to complete a community needs survey to identify community and neighborhood issues, problems and needs.
2. All citizens shall be notified by publication and posting of all meetings to discuss the identified needs, potential solutions and solution priorities.
3. All citizens, particularly low and moderate-income citizens, shall be afforded the opportunity to serve on various community improvement task forces established by the City of Seward.

### B. Access to Meetings, Information and Records

Notice of public meetings conducted by the City of Seward shall be published or posted within a reasonable number of days prior to such meetings.

Agendas of all such meetings shall be available at the City Hall for public inspection.

All meetings where CDBG projects or applications are to be discussed shall be published or posted for 3 days prior to such meetings and all information and records concerning such CDBG projects or applications shall be available for public inspection at the City Hall.

All meetings will be held at a time and location convenient to potential or actual beneficiaries which will be accessible to all citizens. The building and site will also be accessible to persons with disabilities.

### C. Specific CDBG Project Information

All citizens shall be provided with information regarding specific CDBG projects through public meetings and publication of notices which provide all pertinent information regarding any CDBG project including, but not limited to:

1. The amount of CDBG funds expected to be made available to the City of Seward for the current fiscal year, including CDBG funds and anticipated program income;
2. The specific range of activities that may be undertaken with CDBG funds;
3. The estimated amount of CDBG funds to be used for activities that will meet the national objective of benefit to low- and moderate-income persons, and;
4. A description of any proposed CDBG funded activities that are likely to result in displacement of persons along with the City of Seward anti-displacement and relocation plans.

### D. Provisions for Technical Assistance to Citizens

The City Clerk shall maintain current information of available resources for community improvement efforts and CDBG programs available and provide such information upon request by any citizen or group representing any citizen or group of citizens and the City Clerk shall provide assistance in developing proposals to address issues, problems and needs identified by such citizen or citizens.

### E. Public Hearing on CDBG Activities

The City of Seward shall enact a minimum of two (2) public hearings to be conducted with regard to any CDBG activity to obtain citizen input, comments or opinions regarding the application and the status of the implementation of the project.

Conduct at least one public hearing on the activities proposed in the application. The hearing must include:

- How the need for the activities were identified;
- How the proposed activities will be funded and the sources of funds;
- Requested amount of federal funds;
- Estimated portion of federal funds that will benefit low-and moderate-income persons;

- Where the proposed activities will be conducted;
- Plans to minimize displacement of persons and businesses resulting from funded activities;
- Plans to assist persons actually displaced; and
- The nature of the proposed activities.

Conduct at least one public hearing on the status of funded activities. The hearing must include a review of the following:

- General description of accomplishments to date;
- Summary of expenditures to date;
- General description of the remaining work; and
- General description of changes made to the project budget, performance targets, activity schedules, scope, location, objectives, or beneficiaries.

The City Clerk shall act as the contact person for all questions, comments or concerns expressed by any citizen with regard to any CDBG program or project and shall forward any such questions, comments or concerns to the City of Seward at the next regular meeting of the City of Seward immediately following expression of such questions, comments or concerns. The City Clerk shall also be responsible for transmitting the City of Seward response to any such question, comment or concerns to the citizen or citizens expressing the same.

**F. Needs of Non-English-Speaking Citizens**

The City of Seward shall conduct the public hearings in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can reasonably be expected to participate, the City Clerk shall arrange for oral or written translation of information regarding any CDBG program, application or project upon request by such non-English speaking persons or representatives of such persons.

**G. Compliance/Grievance Procedures**

The City Clerk shall post a notice at the City Hall that provides name, telephone number, address, and office hours of the City of Seward for citizens who wish to file a complaint or grievance regarding any CDBG program, project or application.

Individuals wishing to submit a complaint or file a grievance concerning activities, or application for CDBG funds may submit a written complaint or grievance to the City Clerk.

The City Clerk shall present such complaint or grievance to the City Hall at the next regular meeting of the City of Seward, where it be reviewed by the Board members. The individual submitting such a complaint or grievance shall be notified of such meeting and shall be given the opportunity to make further comments at such meeting. The City of Seward shall issue a written response to any complaint or grievance within fifteen (15) days following the meeting at which a response is formulated. Such response shall be mailed to the individual citizen(s) submitting the complaint or grievance by the City Clerk to the last known address of said citizen(s).

In the event that the nature of the complaint or grievance is determined to be a matter requiring immediate action, a special meeting of the City of Seward shall be called to review the matter within ten (10) days of receipt of such complaint or grievance.

**H. Adoption**

This Citizen Participation Plan is hereby adopted by action of the City Council of City of Seward, Nebraska.

Signed:

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Chief Elected Official: Joshua Eickmeier, Mayor

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Attest: Derek Bargmann, City Clerk

---

Date



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## RESIDENTIAL ANTI-DISPLACEMENT & RELOCATION ASSISTANCE PLAN

The City of Seward will replace all occupied and vacant occupiable low-moderate-income dwelling units demolished or converted to a use other than as low-moderate-income housing as a direct result of activities assisted with Community Development Block Grant (CDBG) funds provided under the Housing and Community Development Act of 1974, as amended.

All replacement housing will be provided within three (3) years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the City of Seward will make public and submit to DED the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low-moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a low-moderate-income dwelling unit for at least ten (10) years from the date of initial occupancy.

The City of Seward will provide relocation assistance, according to either the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24) or 24 CFR 570.496a(c) to each low/moderate-income family displaced by the demolition of housing, or the conversion of a low-moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the CDBG program, the City of Seward will take the following steps to minimize the displacement of persons from their homes:

1. Maintain current data on the occupancy of houses in areas targeted for CDBG assistance.
2. Review all activities prior to implementation to determine the effect, if any, on occupied residential properties.
3. Include consideration of alternate solutions when it appears an assisted project will cause displacement, if implemented.
4. Require private individuals and businesses to consider other alternatives to displacement causing activities, if they are requesting CDBG assistance.

Signed \_\_\_\_\_

Title Joshua Eickmeier, Mayor

Date \_\_\_\_\_



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## Waiver of Procurement Process Request

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### OFFICIALS OF THE GRANTEE ACTING IN THEIR OFFICIAL CAPACITY THROUGH AN INTERLOCAL AGREEMENT WITH THE ECONOMIC DEVELOPMENT DISTRICT

The City of Seward (Applicant) hereby assures and certifies to the Nebraska Department of Economic Development (Department) regarding an application for Community Development Block Grant (CDBG) funds, the following:

1. Applicant has reviewed [2 CFR Part 200 Subpart D](#) which sets forth the standards that are applicable to procurement for federal grants and cooperative agreements and sub-awards to the State, local and Indian tribal governments.
2. Applicant has reviewed the [Nebraska Statute 13-1904](#). Development District, duties which are defined as:  
*“A development district shall, as directed by its policy board, serve as a regional resource center and provide planning, community, and economic development, and technical assistance to local governments which are members of the district and may provide assistance to industrial development organizations, tourism promotion organizations, community development groups, and similar organizations upon request.”*
3. The City of Seward is a member of Southeast Nebraska Development District. As prompted, **upload documentation demonstrating that the applicant is a current member.**
4. The project activity directly relates to the official capacity of the development district to deliver the following activities (check all that apply):
  - Construction Management
  - General Administration

A description of the staff capacity to deliver the above indicated services is provided within AmpliFund.

Applicant hereby certifies that it will comply with the above stated assurances.

---

Chief Elected Official Signature

Joshua Eickmeier, Mayor

---

Chief Elected Official Printed Name, Title

---

Date

- B. Consideration of a Resolution Authorizing the Execution of All Contracts, Documents, or Other Memoranda between the City of Seward and NDED to Accept and Awarded Grant



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**RESOLUTION (#2024-33) AUTHORIZING CHIEF ELECTED OFFICIAL  
TO SIGN AN APPLICATION FOR CDBG FUNDS**

Whereas, the City of Seward, Nebraska, is an eligible unit of a general local government authorized to file an application under the Housing and Community Development Act of 1974 as amended for Small Cities Community Development Block Grant Program, and,

Whereas, the City of Seward, Nebraska, has obtained its citizens' comments on community development and housing needs; and has conducted public hearing(s) upon the proposed application and received favorable public comment respecting the application which for an amount of \$1,000,000 for a portion of the costs of a public facilities infrastructure street improvement in the City, namely, to extend Worthman Boulevard from Pine Street to the proposed Business property western boundary, constructing approximately 1,800 linear feet (LF) of new 2-Lane street, sidewalk, storm sewer, and water/wastewater extension (the "Project"). The Project will principally benefit a start-up dairy processor, DARI Processing, LLC (the "Business"), a Nebraska Limited Liability Company, which plans to construct a new facility in Seward, Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY

The City Council of the City of Seward, that the Mayor be authorized and directed to proceed with the formulation of any and all contracts, documents or other memoranda between City of Seward and the Nebraska Department of Economic Development so as to effect acceptance of the grant application.

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Chief Elected Official Signature

Joshua Eickmeier, Mayor

---

Chief Elected Official Printed Name, Title

---

Date

**ADMINISTRATIVE ITEMS**

1. Consideration of a Claim from Mandy Cutshall, 748 N 8th Street, for Property Damage in the Amount of \$56,807.72 - City Administrator Butcher



CITY OF SEWARD NEBRASKA  
 537 MAIN ST  
 PO BOX 38  
 SEWARD, NE 68434-0038

PH: 402-643-2928  
 FAX: 402-643-6491

**CLAIM FORM**

**CONTACT INFORMATION**

Name: Mandy Cutschall Home Phone: 402-540-7563  
 Address: 748 W 8th St, Seward, NE 68434 Business Phone: \_\_\_\_\_  
 Date & Time of Incident: 10-8-24 Cell Phone: \_\_\_\_\_  
 Location of Incident: Home - Basement Email: MandyCutschall2016@gmail.com  
 Type of Incident:  Injured Person  Property Damage  Automobile Accident (Check all that apply)

**INJURED PERSON**

Occupation: \_\_\_\_\_ Employed by: \_\_\_\_\_  
 Did you see a doctor? Yes  No  Doctor's Name: \_\_\_\_\_  
 Were you hospitalized? Yes  No  Hospital: \_\_\_\_\_  
 Describe incident (nature & extent of injury): \_\_\_\_\_  
 \_\_\_\_\_  
 Any Witnesses? \_\_\_\_\_

**PROPERTY DAMAGE**

List Property Damaged: Entire finished Basement - Flooded w Sewage Backup - Due to Main Sewer  
 Age of damaged property: \_\_\_\_\_ Estimated cost of repair: \$56,807.72 *Being Blocked*  
 How was the property damaged? Sewer Main Blocked causing backup of all Drains  
damaging carpet, Drywall Baseboard, furniture, Storage Rooms, Bathroom Cabinet

*see book*

**AUTOMOBILE ACCIDENT**

Driver, if other than owner: \_\_\_\_\_  
 Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
 Estimated cost of repair: \_\_\_\_\_ Business Phone: \_\_\_\_\_  
 Vehicle: (year, make, model) \_\_\_\_\_ Police Notified? Yes  No   
 Your description of the accident: \_\_\_\_\_

**INSURANCE INFORMATION**

Amount of Claim: \$56,807.72 *But we only get 10,000 from insurance*  
 (COPIES OF BILLS MUST BE ATTACHED VERIFYING AMOUNT OF CLAIM)  
 Your Insurance Company: Kirby Roth - NorthStar Your Insurance Agent: Kirby Roth - Sterling  
 Insurance Company Phone: 402-643-4591 Insurance Agent Phone: 402-643-4591  
 Did you report a claim? Yes  No  Did you receive payment? Yes  No  Deductible: \$1000

*Our Insurance has a Max Payout of 10000 for Sewage*

**ADDITIONAL INFORMATION**

Any other pertinent information: (write on back if more space needed) \_\_\_\_\_  
 \_\_\_\_\_  
 Explain why you feel the City of Seward is responsible: City Main line backed up causing this to happen so I feel they should cover expenses above what our insurance covers.

SIGNATURE OF CLAIMANT: Mandy Cutschall DATE: 10-24-24

Godr Plumbing - 218<sup>23</sup>

Vacuum Rental - 42<sup>97</sup>

Paul Davis Restoration - 5392.07

Insurance Deductible 1000<sup>00</sup>

Remodel - 16,993<sup>54</sup>

Total For Personal Items Lost - 24,135.31

Paul Davis ~~Items~~ Inventory + cleaning - 9025<sup>61</sup>

**all Total \$56,807.72**

Our Insurance only Pays \$10,000<sup>00</sup> for Sewage Backup. I would like The City to cover above and beyond what our Insurance covers as this back up was caused by The City Sewer Backup.

I have included all itemized Bills.

---

**Rug Doctor Rental Confirmation**

1 message

---

consumer.support@rugdoctor.com <consumer.support@rugdoctor.com>  
To: mandycutshall2016@gmail.com

Tue, Oct 8, 2024 at 8:51 PM



**Thank you for Renting  
from Rug Doctor.**

The Rug Doctor unit is due back in a clean condition to this store before 11:59 pm or close of business (If not open 24 hours) on 10/09/2024. If the rental unit is returned to this Self Rental Kiosk by that time, you will not incur additional charges.

If the Rug Doctor machine is returned late or in a dirty condition, you will incur additional charges as stated in the Rental Terms and Conditions.

**Please keep this rental receipt for your  
records**

<b>Billed To:</b>	Mandy Cutshall	<b>Payment Card:</b>	**** * 0242
<b>Transaction ID:</b>	K273150X00506007	<b>Return Location:</b>	WAL-MART S/C #885

**Rent Date:** 10/08/2024 20:50:43

**Due Date:** 10/09/2024 23:59:59

**Wide Track**

**x1**

**Coupon Savings:**

\$0.00

**Total:**

\$42.97



Add us to your address book  
to stay in loop



Don't hesitate to contact our  
Customer Support

2023 Rug Doctor LLC. All rights reserved.

[Terms & Conditions](#)

[Opt-out of future marketing emails](#)

---

**Invoice 1126 due from Codr Plumbing & Excavation LLC - \$0.00**

3 messages

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**Codr Plumbing & Excavation LLC** <notifications@housecallpro.com>  
Reply-To: Codr Plumbing & Excavation LLC <codrplumbing@gmail.com>  
To: mandycutshall2016@gmail.com

Wed, Oct 9, 2024 at 8:04 PM



**Your invoice from Codr Plumbing &  
Excavation LLC**

Hi Mandy,

Thank you for choosing Codr Plumbing & Excavation LLC. Please see attached invoice due upon receipt.

**Job Number:** #1126  
**Service Date:** 10/09/24  
**Customer Name:** Mandy Cutshall  
**Service Address:** 748 N 8th St, Seward, NE 68434

**Services**

camera sewer

Pulled toilet and ran camera through main drain line at this time drain line looked to good and fully functional, found customer had a back water cable present, but was stuck open, otherwise sewer was in good shape with minimal offsets or root intrusions.

Camera sewer

---

Subtotal	\$207.22
Bee	\$11.00

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**Total job price** **\$218.22**

**Amount Due** **\$0.00**

PAY ONLINE

Thank You for choosing Codr Plumbing & Excavation LLC and allowing us to bring you the best service one can provide for our local community!  
We greatly Appreciate your business and support!

(402) 641-9572 | codrplumbing@gmail.com

2456 N Columbia Ave, Seward, NE 68434

Terms & Conditions



Codefied Inc.

4180 Wynkoop Street, Suite 310, Denver, CO 80216

By using Housecall Pro services, you agree to the Housecall Pro Terms of Service

[Help Center](#)

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**invoice-1126.pdf**  
27K

---

**Mandy Cutshall** <mandycutshall2016@gmail.com>  
To: Codr Plumbing & Excavation LLC <codrplumbing@gmail.com>

Mon, Oct 14, 2024 at 3:47 PM

Were you able to put together an estimate for that valve in the basement?

[Quoted text hidden]

---

**Nathan Codr** <codrplumbing@gmail.com>  
To: Mandy Cutshall <mandycutshall2016@gmail.com>

Mon, Oct 14, 2024 at 8:58 PM

Trevor was going to work on it for you! I just called him to follow up with your quote with him

Thank you,  
Nate Codr  
Owner/ Master Plumber  
Codr Plumbing & Excavation  
402-641-9572

[Quoted text hidden]





PAUL DAVIS RESTORATION - Lincoln  
3641 S. 6th St.  
Lincoln, NE 68502  
Phone: (402)474-1414  
Fax: (402)474-1467  
Federal Tax ID#: 84-1691066

**CUTSHALL\_MANDY\_REP**

**Main Level**

**Office**

**Height: 8'**

394.00 SF Walls	153.71 SF Ceiling
547.71 SF Walls & Ceiling	153.71 SF Floor
17.08 SY Flooring	49.25 LF Floor Perimeter
49.25 LF Ceil. Perimeter	

**Missing Wall**

**3' 3" X 8'**

**Opens into LIVING\_ROOM2**

**Missing Wall**

**2' 6" X 8'**

**Opens into STAIRS**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
<b>Walls</b>				
1. Remove Paneling	57.00 SF	0.33	0.00	18.81
2. Paneling	76.00 SF	0.00	2.52	191.52
3. 1/2" - drywall per LF - up to 2' tall	39.75 LF	0.00	12.66	503.24
4. Seal/prime (1 coat) then paint (1 coat) the walls	394.00 SF	0.00	0.95	374.30
5. Baseboard - 2 1/4" stain grade	49.25 LF	0.00	3.64	179.27
6. Stain & finish baseboard	49.25 LF	0.00	1.51	74.37
<b>Flooring</b>				
7. Carpet pad	153.71 SF	0.00	0.62	95.30
8. Carpet	180.42 SF	0.00	3.47	626.06
Totals: Office				2,062.87

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**Stairs** **Height: 14' 3"**

57.68 SF Walls	5.42 SF Ceiling
63.09 SF Walls & Ceiling	10.31 SF Floor
1.15 SY Flooring	5.00 LF Floor Perimeter
4.33 LF Ceil. Perimeter	

**Missing Wall** **2' 6" X 14' 2 15/16"** **Opens into OFFICE**

**Subroom: Stairs1 (2)** **Height: 12' 4"**

80.42 SF Walls	8.33 SF Ceiling
88.76 SF Walls & Ceiling	8.33 SF Floor
0.93 SY Flooring	6.50 LF Floor Perimeter
6.50 LF Ceil. Perimeter	

**Missing Wall** **2' 6" X 12' 4 1/2"** **Opens into STAIRS**

**Missing Wall** **2' 6" X 12' 4 1/2"** **Opens into STAIRS2**

**Subroom: Stairs2 (1)** **Height: 12' 4"**

143.93 SF Walls	15.63 SF Ceiling
159.55 SF Walls & Ceiling	28.85 SF Floor
3.21 SY Flooring	17.96 LF Floor Perimeter
15.17 LF Ceil. Perimeter	

**Missing Wall** **2' 6" X 12' 4 1/2"** **Opens into STAIRS1**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
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**Walls**

9. Seal/prime (1 coat) then paint (1 coat) the walls continous walls from office	282.02 SF	0.00	0.95	267.92
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**Flooring**

10. Carpet pad	47.49 SF	0.00	0.62	29.44
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11. Step charge for "open riser" carpet installation	12.00 EA	0.00	20.22	242.64
--	----------	------	-------	--------

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Lincoln, NE 68502  
Phone: (402)474-1414  
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Federal Tax ID#: 84-1691066

**CONTINUED - Stairs**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
12. Carpet	96.16 SF	0.00	3.47	333.68
Totals: Stairs				873.68

**Bathroom**

**Height: 8'**

272.00 SF Walls	47.69 SF Ceiling
319.69 SF Walls & Ceiling	47.69 SF Floor
5.30 SY Flooring	34.00 LF Floor Perimeter
34.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
<b><u>Walls</u></b>				
13. 1/2" - drywall per LF - up to 2' tall	34.00 LF	0.00	12.66	430.44
14. Seal/prime (1 coat) then paint (1 coat) the walls	272.00 SF	0.00	0.95	258.40
15. Detach & Reset Bath accessory	3.00 EA	0.00	0.00	53.07
16. Baseboard - 2 1/4" stain grade	34.00 LF	0.00	3.64	123.76
17. Stain & finish baseboard	34.00 LF	0.00	1.51	51.34
<b><u>Cabinets</u></b>				
18. Detach & Reset Vanity top - one sink - cultured marble	2.00 LF	0.00	0.00	128.70
19. R&R Vanity	2.00 LF	8.19	231.97	480.32
<b><u>Plumbing</u></b>				
20. Toilet - Detach & reset	1.00 EA	0.00	263.26	263.26
21. R&R Plumbing fixture supply line	3.00 EA	5.45	21.78	81.69

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**CONTINUED - Bathroom**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
22. R&R P-trap assembly - ABS (plastic)	1.00 EA	8.17	66.55	74.72
<b><u>Doors/Windows</u></b>				
23. R&R Interior door unit	1.00 EA	20.44	312.90	333.34
24. Door knob/lockset - Detach & reset	1.00 EA	0.00	24.01	24.01
25. Casing - 2 1/4" stain grade	34.00 LF	0.00	3.07	104.38
26. Stain & finish door slab only (per side)	2.00 EA	0.00	56.86	113.72
27. Stain & finish door/window trim & jamb (per side)	2.00 EA	0.00	41.61	83.22
<b><u>Flooring</u></b>				
28. Embossing leveler for vinyl flooring	47.69 SF	0.00	0.86	41.01
29. Linoleum floor covering (sheet goods)	81.00 SF	0.00	7.48	605.88
Totals: Bathroom				3,251.26

**Storage Room1**

**Height: 8'**

178.67 SF Walls	30.33 SF Ceiling
209.00 SF Walls & Ceiling	30.33 SF Floor
3.37 SY Flooring	22.33 LF Floor Perimeter
22.33 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
<b><u>Walls</u></b>				
30. Batt insulation - 4" - R13 - unfaced batt	44.67 SF	0.00	0.82	36.63
31. Seal & paint wood shelving, 12"- 24" width	6.50 LF	0.00	4.37	28.41

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 Fax: (402)474-1467  
 Federal Tax ID#: 84-1691066

**CONTINUED - Storage Room1**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Seal wood shelving.				
<b><u>Doors/Windows</u></b>				
32. R&R Interior door unit	1.00 EA	20.44	312.90	333.34
33. Door knob/lockset - Detach & reset	1.00 EA	0.00	24.01	24.01
34. Casing - 2 1/4" stain grade	34.00 LF	0.00	3.07	104.38
35. Stain & finish door slab only (per side)	2.00 EA	0.00	56.86	113.72
36. Stain & finish door/window trim & jamb (per side)	2.00 EA	0.00	41.61	83.22
Totals: Storage Room1				723.71

**Storage Room 2**

**Height: 8'**

326.67 SF Walls	82.04 SF Ceiling
408.71 SF Walls & Ceiling	82.04 SF Floor
9.12 SY Flooring	40.83 LF Floor Perimeter
40.83 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
<b><u>Walls</u></b>				
37. Seal & paint wood shelving, 12"- 24" width	15.00 LF	0.00	4.37	65.55
Seal wood shelving.				
<b><u>Doors/Windows</u></b>				
38. R&R Interior door unit	1.00 EA	20.44	312.90	333.34
39. Door knob/lockset - Detach & reset	1.00 EA	0.00	24.01	24.01
40. Casing - 2 1/4" stain grade	34.00 LF	0.00	3.07	104.38

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**CONTINUED - Storage Room 2**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
41. Stain & finish door slab only (per side)	2.00 EA	0.00	56.86	113.72
42. Stain & finish door/window trim & jamb (per side)	2.00 EA	0.00	41.61	83.22
Totals: Storage Room 2				724.22

**Living Room**

**Height: 8'**

557.74 SF Walls	268.70 SF Ceiling
826.44 SF Walls & Ceiling	268.70 SF Floor
29.86 SY Flooring	69.72 LF Floor Perimeter
69.72 LF Ceil. Perimeter	

**Missing Wall**

**3' 3" X 8'**

**Opens into OFFICE**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
<b>Walls</b>				
43. Remove Carpet	243.00 SF	0.30	0.00	72.90
44. Carpet	405.00 SF	0.00	3.47	1,405.35
45. 1/2" - drywall per LF - up to 2' tall	29.22 LF	0.00	12.66	369.93
46. Seal/prime (1 coat) then paint (1 coat) part of the walls	233.74 SF	0.00	0.95	222.05
47. Baseboard - 2 1/4" stain grade	29.22 LF	0.00	3.64	106.36
48. Stain & finish baseboard	29.22 LF	0.00	1.51	44.12
<b>Flooring</b>				
49. Carpet pad	268.70 SF	0.00	0.62	166.59

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**CONTINUED - Living Room**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
50. Carpet	300.75 SF	0.00	3.47	1,043.60
Totals: Living Room				3,430.90

**Shop**

**Height: 8'**

692.00 SF Walls	280.58 SF Ceiling
972.58 SF Walls & Ceiling	280.58 SF Floor
31.18 SY Flooring	86.50 LF Floor Perimeter
86.50 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
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**Walls**

51. 1/2" - drywall per LF - up to 2' tall	43.25 LF	0.00	12.66	547.55
52. Seal/prime (1 coat) then paint (1 coat) part of the walls	346.00 SF	0.00	0.95	328.70
53. Seal & paint wood shelving, 12"- 24" width Seal wood shelving.	23.00 LF	0.00	4.37	100.51

**Cabinets**

54. Countertop - flat laid plastic laminate - Detach & reset	1.50 LF	0.00	17.51	26.27
55. Cabinetry - lower (base) units	1.50 LF	0.00	239.41	359.12

**Doors/Windows**

56. R&R Interior door unit	1.00 EA	20.44	312.90	333.34
57. Door knob/lockset - Detach & reset	1.00 EA	0.00	24.01	24.01
58. Casing - 2 1/4" stain grade	34.00 LF	0.00	3.07	104.38

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**CONTINUED - Shop**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
59. Stain & finish door slab only (per side)	2.00 EA	0.00	56.86	113.72
60. Stain & finish door/window trim & jamb (per side)	2.00 EA	0.00	41.61	83.22
<b>Totals: Shop</b>				<b>2,020.82</b>

**Utility Room**

**Height: 8'**

186.67 SF Walls  
 220.25 SF Walls & Ceiling  
 3.73 SY Flooring  
 23.33 LF Ceil. Perimeter

33.58 SF Ceiling  
 33.58 SF Floor  
 23.33 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
<b>Doors/Windows</b>				
61. Install Bifold door set - lauan/mahogany - Double	1.00 EA	0.00	100.62	100.62
<b>Totals: Utility Room</b>				<b>100.62</b>

**Closet**

**Height: 8'**

133.33 SF Walls  
 149.69 SF Walls & Ceiling  
 1.82 SY Flooring  
 16.67 LF Ceil. Perimeter

16.36 SF Ceiling  
 16.36 SF Floor  
 16.67 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
<b>Walls</b>				
62. 1/2" - drywall per LF - up to 2' tall	8.33 LF	0.00	12.66	105.46

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**CONTINUED - Closet**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
63. Seal/prime (1 coat) then paint (1 coat) part of the walls	66.67 SF	0.00	0.95	63.34
<b>Doors/Windows</b>				
64. Install Bifold door set - lauan/mahogany - Double	1.00 EA	0.00	100.62	100.62
Totals: Closet				269.42

**Debris Removal**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
65. Tandem axle dump trailer - per load - including dump fees	1.00 EA	209.38	0.00	209.38
Totals: Debris Removal				209.38
Total: Main Level				13,666.88
<b>Line Item Totals: CUTSHALL_MANDY_REP</b>				<b>13,666.88</b>

**Grand Total Areas:**

3,023.10 SF Walls	942.38 SF Ceiling	3,965.48 SF Walls and Ceiling
960.50 SF Floor	106.72 SY Flooring	372.10 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	368.63 LF Ceil. Perimeter
960.50 Floor Area	1,029.53 Total Area	2,623.74 Interior Wall Area
1,298.15 Exterior Wall Area	144.24 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

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**Summary for Dwelling**

Line Item Total			13,666.88
Material Sales Tax	@	7.500%	494.42
Subtotal			14,161.30
Overhead	@	10.0%	1,416.12
Profit	@	10.0%	1,416.12
<b>Replacement Cost Value</b>			<b>\$16,993.54</b>
<b>Net Claim</b>			<b>\$16,993.54</b>

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Doug Theobald

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**Recap by Room**

Estimate: CUTSHALL\_MANDY\_REP

**Area: Main Level**

Office	2,062.87	15.09%
Stairs	873.68	6.39%
Bathroom	3,251.26	23.79%
Storage Room1	723.71	5.30%
Storage Room 2	724.22	5.30%
Living Room	3,430.90	25.10%
Shop	2,020.82	14.79%
Utility Room	100.62	0.74%
Closet	269.42	1.97%
Debris Removal	209.38	1.53%
<hr/>		
Area Subtotal: Main Level	13,666.88	100.00%
<hr/>		
Subtotal of Areas	13,666.88	100.00%
<hr/>		
Total	13,666.88	100.00%

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**Recap by Category**

O&P Items		Total	%
CABINETS		849.33	5.00%
GENERAL DEMOLITION		423.75	2.49%
DOORS		1,452.84	8.55%
DRYWALL		1,956.62	11.51%
FLOOR COVERING - CARPET		3,942.66	23.20%
FLOOR COVERING - RESILIENT		605.88	3.57%
FLOOR COVERING - VINYL		41.01	0.24%
FINISH CARPENTRY / TRIMWORK		826.91	4.87%
FINISH HARDWARE		149.11	0.88%
INSULATION		36.63	0.22%
MARBLE - CULTURED OR NATURAL		128.70	0.76%
PLUMBING		395.15	2.33%
PANELING & WOOD WALL FINISHES		191.52	1.13%
PAINTING		2,666.77	15.69%
O&P Items Subtotal		13,666.88	80.42%
Material Sales Tax	@	494.42	2.91%
Overhead	@	1,416.12	8.33%
Profit	@	1,416.12	8.33%
<b>Total</b>		<b>16,993.54</b>	<b>100.00%</b>



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Insured: Mandy Cutshall  
Property: 748 N. 8th St.  
Seward, NE 68434

Estimator: Doug Theobald  
Company: Paul Davis Restoration of Lincoln  
Business: 3641 S. 6th St.  
Lincoln, NE 68502

Business: (402) 474-1414  
E-mail: doug.theobald@pauldavis.com

**Claim Number:****Policy Number:****Type of Loss:**

Date of Loss:  
Date Inspected:

Date Received:  
Date Entered: 10/15/2024 2:39 PM

Price List: NELI8X\_OCT24  
Restoration/Service/Remodel  
Estimate: CUTSHALL\_MANDY\_MIT

It has been our pleasure to provide you with the following estimate, based off of criteria set forth by the Institute of Inspection Cleaning and Restoration Certification (IICRC [www.iicrc.org](http://www.iicrc.org)) for the repairs to your structure due to your recent loss. If you should have any questions in regards to this estimate please contact us at the number listed above.

We specialize in restoration services for properties that have been damaged by water, fire, smoke, wind, tornadoes, vandalism, or other catastrophes. Our depth of experience and our commitment to quality service and workmanship mean that you can be confident about the work we perform. Our expert services include:

- Water Damage Repair
- Structural Drying
- Mold Remediation and Prevention
- Fire Damage Repair
- Smoke Removal
- Professional Cleaning and Deodorizing
- Contents Cleaning, Inventory, Moving and Storage
- Structural and Cosmetic Repairs
- Emergency Board-Up and Structural Stabilization
- Roofing

-DOUG THEOBALD

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**CUTSHALL\_MANDY\_MIT**

**Main Level**

**Main Level**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1. Equipment setup, take down, and monitoring (hourly charge)	4.00 HR	0.00	58.68	234.72
2. Dehumidifier (per 24 hr period)- 110-159 ppd - No monitor. 2 DHs for 5 days.	10.00 EA	0.00	113.88	1,138.80
3. Tandem axle dump trailer - per load - including dump fees	1.00 EA	209.38	0.00	209.38
<b>Total: Main Level</b>				<b>1,582.90</b>

**Office**

**Height: 8'**

394.00 SF Walls	153.71 SF Ceiling
547.71 SF Walls & Ceiling	153.71 SF Floor
17.08 SY Flooring	49.25 LF Floor Perimeter
49.25 LF Ceil. Perimeter	

**Missing Wall**

**3' 3" X 8'**

**Opens into LIVING\_ROOM**

**Missing Wall**

**2' 6" X 8'**

**Opens into STAIRS**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
4. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	153.71 SF	0.93	0.00	142.95
5. Tear out wet carpet pad, cut/bag - Category 3 water	153.71 SF	0.87	0.00	133.73
6. Tear out baseboard and bag for disposal - up to Cat 3	49.25 LF	1.00	0.00	49.25
7. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	49.25 LF	5.61	0.00	276.29

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**CONTINUED - Office**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
8. Clean floor	153.71 SF	0.00	0.49	75.32
9. Apply anti-microbial agent to the floor	153.71 SF	0.00	0.30	46.11
10. Contents - move out then reset	1.00 EA	0.00	68.12	68.12
<b>Totals: Office</b>				<b>791.77</b>

**Stairs**

**Height: 14' 3"**

57.68 SF Walls	5.42 SF Ceiling
63.09 SF Walls & Ceiling	10.31 SF Floor
1.15 SY Flooring	5.00 LF Floor Perimeter
4.33 LF Ceil. Perimeter	

**Missing Wall**

**2' 6" X 14' 2 15/16"**

**Opens into OFFICE**

**Subroom: Stairs1 (2)**

**Height: 12' 4"**

80.42 SF Walls	8.33 SF Ceiling
88.76 SF Walls & Ceiling	8.33 SF Floor
0.93 SY Flooring	6.50 LF Floor Perimeter
6.50 LF Ceil. Perimeter	

**Missing Wall**

**2' 6" X 12' 4 1/2"**

**Opens into STAIRS**

**Missing Wall**

**2' 6" X 12' 4 1/2"**

**Opens into STAIRS2**

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**CONTINUED - Stairs**

**Subroom: Stairs2 (1)**

**Height: 12' 4"**

143.93 SF Walls	15.63 SF Ceiling
159.55 SF Walls & Ceiling	28.85 SF Floor
3.21 SY Flooring	17.96 LF Floor Perimeter
15.17 LF Ceil. Perimeter	

**Missing Wall**

**2' 6" X 12' 4 1/2"**

**Opens into STAIRS1**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
11. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	47.49 SF	0.93	0.00	44.17
12. Tear out wet carpet pad, cut/bag - Category 3 water	47.49 SF	0.87	0.00	41.32
<b>Totals: Stairs</b>				<b>85.49</b>

**Bathroom**

**Height: 8'**

272.00 SF Walls	47.69 SF Ceiling
319.69 SF Walls & Ceiling	47.69 SF Floor
5.30 SY Flooring	34.00 LF Floor Perimeter
34.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
13. Tear out non-salv vinyl, cut & bag - Category 3 water	47.69 SF	2.23	0.00	106.35
14. Tear out baseboard and bag for disposal - up to Cat 3	34.00 LF	1.00	0.00	34.00
15. Tear out trim and bag for disposal - up to Cat 3 Door jamb and casing on both sides of door.	51.00 LF	1.00	0.00	51.00

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**CONTINUED - Bathroom**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
16. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	34.00 LF	5.61	0.00	190.74
17. Clean shower	1.00 EA	0.00	51.44	51.44
18. Clean floor	47.69 SF	0.00	0.49	23.37
19. Apply anti-microbial agent to the floor	47.69 SF	0.00	0.30	14.31
Totals: Bathroom				471.21

**Storage Room1**

**Height: 8'**

178.67 SF Walls  
209.00 SF Walls & Ceiling  
3.37 SY Flooring  
22.33 LF Ceil. Perimeter

30.33 SF Ceiling  
30.33 SF Floor  
22.33 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
20. Tear out and bag wet insulation - Category 3 water	5.58 SF	1.11	0.00	6.19
21. Interior door slab only - Detach	1.00 EA	0.00	6.97	6.97
22. Tear out trim and bag for disposal - up to Cat 3 Door jamb and casing on both sides of door.	51.00 LF	1.00	0.00	51.00
23. Clean floor	30.33 SF	0.00	0.49	14.86
24. Apply anti-microbial agent to the floor	30.33 SF	0.00	0.30	9.10
25. Contents - move out then reset	1.00 EA	0.00	68.12	68.12
Totals: Storage Room1				156.24

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**Storage Room 2**

**Height: 8'**

326.67 SF Walls  
408.71 SF Walls & Ceiling  
9.12 SY Flooring  
40.83 LF Ceil. Perimeter

82.04 SF Ceiling  
82.04 SF Floor  
40.83 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
26. Tear out trim and bag for disposal - up to Cat 3 Door jamb and casing on both sides of door.	51.00 LF	1.00	0.00	51.00
27. Clean floor	82.04 SF	0.00	0.49	40.20
28. Apply anti-microbial agent to the floor	82.04 SF	0.00	0.30	24.61
29. Contents - move out then reset	1.00 EA	0.00	68.12	68.12
Totals: Storage Room 2				183.93

**Living Room**

**Height: 8'**

557.74 SF Walls  
826.44 SF Walls & Ceiling  
29.86 SY Flooring  
69.72 LF Ceil. Perimeter

268.70 SF Ceiling  
268.70 SF Floor  
69.72 LF Floor Perimeter

**Missing Wall**

**3' 3" X 8'**

**Opens into OFFICE**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
30. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	268.70 SF	0.93	0.00	249.89
31. Tear out wet carpet pad, cut/bag - Category 3 water	268.70 SF	0.87	0.00	233.77
32. Tear out baseboard and bag for disposal - up to Cat 3	69.72 LF	1.00	0.00	69.72

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**CONTINUED - Living Room**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
33. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	69.72 LF	5.61	0.00	391.13
34. Clean floor	268.70 SF	0.00	0.49	131.66
35. Apply anti-microbial agent to the floor	268.70 SF	0.00	0.30	80.61
36. Contents - move out then reset	1.00 EA	0.00	68.12	68.12
Totals: Living Room				1,224.90

**Shop**

**Height: 8'**

692.00 SF Walls  
 972.58 SF Walls & Ceiling  
 31.18 SY Flooring  
 86.50 LF Ceil. Perimeter

280.58 SF Ceiling  
 280.58 SF Floor  
 86.50 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
37. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	43.25 LF	5.61	0.00	242.63
38. Tear out trim and bag for disposal - up to Cat 3 Door jamb and casing on both sides of door.	51.00 LF	1.00	0.00	51.00
39. Tear out cabinetry - lower (base) units	1.50 LF	9.73	0.00	14.60
40. Clean floor	280.58 SF	0.00	0.49	137.48
41. Apply anti-microbial agent to the floor	280.58 SF	0.00	0.30	84.17
42. Contents - move out then reset	1.00 EA	0.00	68.12	68.12
Totals: Shop				598.00

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**Utility Room**

**Height: 8'**

186.67 SF Walls  
220.25 SF Walls & Ceiling  
3.73 SY Flooring  
23.33 LF Ceil. Perimeter

33.58 SF Ceiling  
33.58 SF Floor  
23.33 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
43. Interior door slab only - Detach	2.00 EA	0.00	6.97	13.94
44. Clean floor	33.58 SF	0.00	0.49	16.45
45. Apply anti-microbial agent to the floor	33.58 SF	0.00	0.30	10.07
Totals: Utility Room				40.46

**Closet**

**Height: 8'**

133.33 SF Walls  
149.69 SF Walls & Ceiling  
1.82 SY Flooring  
16.67 LF Ceil. Perimeter

16.36 SF Ceiling  
16.36 SF Floor  
16.67 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
46. Interior door slab only - Detach	2.00 EA	0.00	6.97	13.94
47. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	8.33 LF	5.61	0.00	46.73
48. Clean floor	16.36 SF	0.00	0.49	8.02
49. Apply anti-microbial agent to the floor	16.36 SF	0.00	0.30	4.91
Totals: Closet				73.60
Total: Main Level				5,208.50
<b>Line Item Totals: CUTSHALL_MANDY_MIT</b>				<b>5,208.50</b>

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**Grand Total Areas:**

3,023.10 SF Walls	942.38 SF Ceiling	3,965.48 SF Walls and Ceiling
960.50 SF Floor	106.72 SY Flooring	372.10 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	368.63 LF Ceil. Perimeter
960.50 Floor Area	1,029.53 Total Area	2,623.74 Interior Wall Area
1,298.15 Exterior Wall Area	144.24 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

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**Summary for Dwelling**

Line Item Total			5,208.50
Material Sales Tax	@	7.500%	15.53
Cln Mat Sales Tax	@	7.500%	4.13
Subtotal			5,228.16
Cleaning Total Tax	@	7.500%	163.91
<b>Replacement Cost Value</b>			<b>\$5,392.07</b>
<b>Net Claim</b>			<b>\$5,392.07</b>

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Doug Theobald

PAUL DAVIS RESTORATION - Lincoln  
3641 S. 6th St.  
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Fax: (402)474-1467  
Federal Tax ID#: 84-1691066

**Recap by Room**

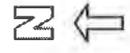
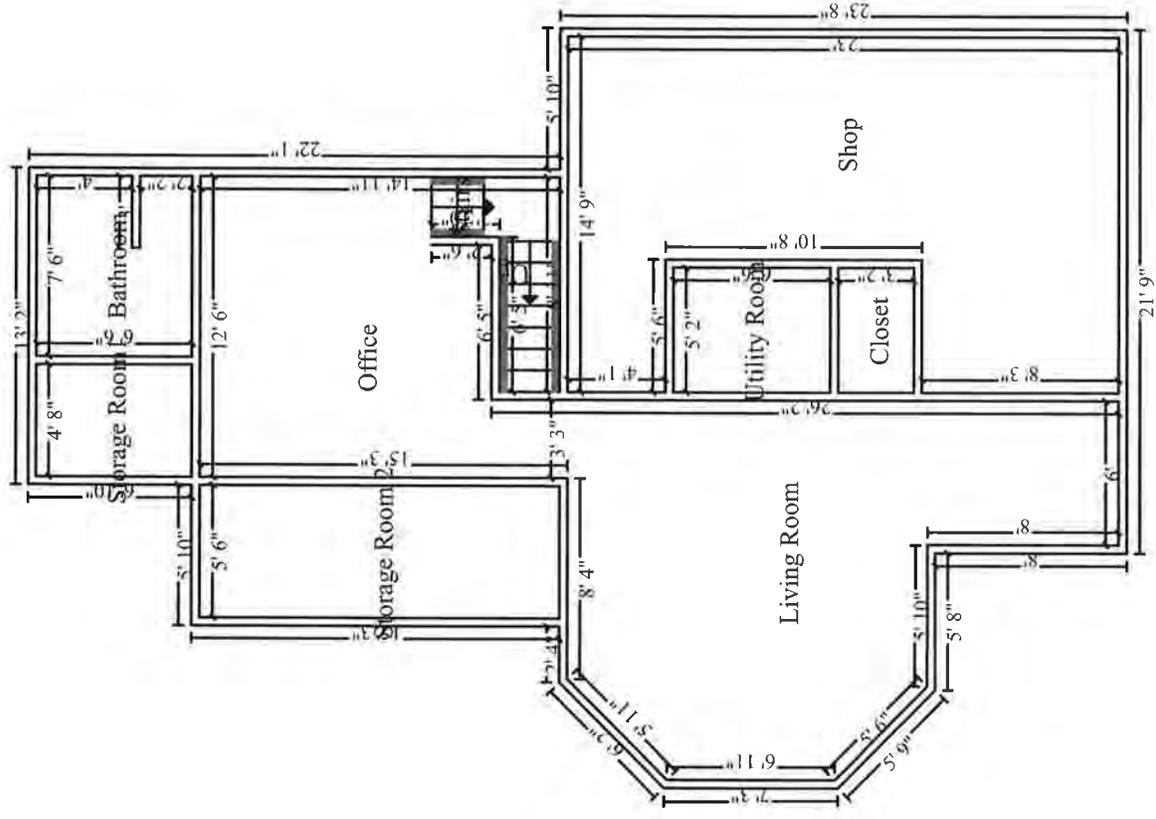
**Estimate: CUTSHALL\_MANDY\_MIT**

<b>Area: Main Level</b>	<b>1,582.90</b>	<b>30.39%</b>
Office	791.77	15.20%
Stairs	85.49	1.64%
Bathroom	471.21	9.05%
Storage Room1	156.24	3.00%
Storage Room 2	183.93	3.53%
Living Room	1,224.90	23.52%
Shop	598.00	11.48%
Utility Room	40.46	0.78%
Closet	73.60	1.41%
<hr/>		
<b>Area Subtotal: Main Level</b>	<b>5,208.50</b>	<b>100.00%</b>
<hr/>		
<b>Subtotal of Areas</b>	<b>5,208.50</b>	<b>100.00%</b>
<hr/>		
<b>Total</b>	<b>5,208.50</b>	<b>100.00%</b>

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**Recap by Category**

Items		Total	%	
CLEANING		498.80	9.25%	
CONTENT MANIPULATION		340.60	6.32%	
GENERAL DEMOLITION		2,686.84	49.83%	
WATER EXTRACTION & REMEDIATION		1,682.26	31.20%	
<b>Subtotal</b>		<b>5,208.50</b>	<b>96.60%</b>	
Material Sales Tax	@	7.500%	15.53	0.29%
Cln Mat Sales Tax	@	7.500%	4.13	0.08%
Cleaning Total Tax	@	7.500%	163.91	3.04%
<b>Total</b>		<b>5,392.07</b>	<b>100.00%</b>	







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**CUTSHALL\_MANDY\_CONT**

**Phase 1: Inventory & Packing**

**Phase 1: Inventory & Packing**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
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**INVENTORY OF RESTORABLE TAGGED ITEMS:** Items judged to be restorable that are evaluated, photographed, tagged and inventoried.

1. Evaluate, tag, & inventory miscellaneous - per item	11.00 EA	0.00	9.14	100.54
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**Evaluate restorability, tag, photograph & inventory misc. non-boxed items like furniture, upholstered items, large appliances etc.**

Includes: The labor to tag, affix label/bar code and labor to evaluate item for restorability, photo and inventory recording of item on a per item basis.

Excludes: Cost of label, fastener, and bar code which are added separately. Pre-Packout fire/corrosion mitigation for stabilization and final cleaning are added as separate line items if needed.

Note: Tagged items are commonly used for furniture, appliances, and other non-boxed items that must be identified for restorability and inventoried for proper processing. Multi-pieced items need each piece evaluated and tagged for proper processing. Items must be physically manipulated to exam all sides for damage and to be properly evaluated for process treatment. As this process is done for furniture and appliance type items that are big and bulky it is at least a two person process. One staff member is a supervisor trained in the use of inventory software & tablet, and capable of proper inventory classification and categorization, and who has training in the restorability of all surfaces, materials, and finishes.

2. CONT: PACKING,HANDLNG,STORAGE - TAG ,FASTENER AND PRINTED BAR CODE	11.00 EA	0.00	0.25	2.75
---	----------	------	------	------

**INVENTORY OF RESTORABLE BOXED ITEMS:** Items judged to be restorable that are evaluated to determine if it can be restored, photographed, packed and inventoried.

3. Evaluate pack & inventory misc items - per Sml box	45.00 EA	0.00	11.99	539.55
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**CONSUMABLE ITEMS** other than boxes used on PackOut

4. Provide stretch film/wrap	1.00 RL	0.00	28.36	28.36
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5. Provide furniture lightweight blanket/pad	6.00 EA	0.00	9.07	54.42
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**TRUCK LOADING & TRANSPORT FOR PACKOUT:**

6. Moving van (16'-20') and equipment - per day	1.00 EA	0.00	141.12	141.12
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7. Inventory, Packing, Boxing, and Moving charge - per hour	16.00 HR	0.00	43.93	702.88
---	----------	------	-------	--------

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**CONTINUED - Phase 1: Inventory & Packing**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Cartage Labor for members of the transport team who transferred inventoried contents items from the damaged property to the vehicle for transport to secure within the contents warehouse for processing				
8. Contents Evaluation and/or Supervisor/Admin - per hour	8.00 HR	0.00	61.99	495.92
Transport Supervisor: Hours for the team Supervisor responsible for the physical transport of contents following contents evaluation/inventory/packing. Responsibilities besides that of being physically working on the transport team include the oversight and coordination of staff involved in the movement of household contents to pack truck and then transport and secure items awaiting processing (as required) to and within the contents warehouse.				
Total: Phase 1: Inventory & Packing				2,065.54

**Total Loss Inventory**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
<b>TOTAL LOSS INVENTORY:</b> Costs associated with the Total Loss Inventory include cartage to the dumpster and all related disposal costs.				
If such total loss Items must be transported for storage by contractor (rather than an immediate on-site disposal) packaging, cartage, transport and holding costs apply and must be charged accordingly.				
9. Inventory, Packing, Boxing, and Moving charge - per hour	8.00 HR	0.00	43.93	351.44
<b>Total Loss Item Cartage:</b> from sorting through loss to site or dumpster.				
10. Dumpster load - Approx. 30 yards, 5-7 tons of debris	1.00 EA	413.04	0.00	413.04
Dumpster to throw non-salvageable contents into for disposal for items on site that was inventoried by insurance company.				
11. Non-Salvage inventory (per item)	117.00 EA	0.00	3.87	452.79
Totals: Total Loss Inventory				1,217.27
Total: Phase 1: Inventory & Packing				3,282.81

**Phase 2: Contents Cleaning**

**Phase 2: Contents Cleaning**

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**CONTINUED - Phase 2: Contents Cleaning**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
<b>CLEANING FOR RESTORABLE TAGGED ITEMS:</b> All cleaning for tagged items is presented in this section.				
12. Deodorization chamber - Ozone treatment	2,800.00 CF	0.00	0.10	280.00
13. Cleaning - Remediation Technician - per hour	20.00 HR	0.00	56.04	1,120.80
<b>CLEANING FOR RESTORABLE BOXED ITEMS:</b> All boxed items cleaned are listed in this section.				
14. Clean bric-a-brac - per Sml box	45.00 EA	0.00	51.34	2,310.30
<b>CONSUMABLE ITEMS:</b>				
15. Provide box, packing paper & tape - small size	45.00 EA	0.00	2.83	127.35
16. Provide stretch film/wrap	1.00 RL	0.00	28.36	28.36
Total: Phase 2: Contents Cleaning				3,866.81

**Laundry**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
<b>LAUNDRY:</b>				
<b>PRESSED &amp; FINISHED</b>				
17. Clean jacket - Full service	1.00 EA	0.00	14.91	14.91
18. Clean blanket - king size - Full service	1.00 EA	0.00	27.66	27.66
Totals: Laundry				42.57
Total: Phase 2: Contents Cleaning				3,909.38

**Phase 3: Storage**

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**CONTINUED - Phase 3: Storage**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
19. Off-site storage vault - per month 1 Crates for estimated 2 months	2.00 MO	0.00	135.00	270.00
<b>Totals: Phase 3: Storage</b>				<b>270.00</b>

**Phase 4: Move Back**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
20. Moving van (16'-20') and equipment - per day	1.00 EA	0.00	141.12	141.12
21. Inventory, Packing, Boxing, and Moving charge - per hour <b>Cartage Labor</b> for members of the transport team who transferred restored contents from storage to the property location.	16.00 HR	0.00	43.93	702.88
22. Provide furniture lightweight blanket/pad	6.00 EA	0.00	9.07	54.42
<b>Totals: Phase 4: Move Back</b>				<b>898.42</b>

**Line Item Totals: CUTSHALL\_MANDY\_CONT** **8,360.61**

Coverage	Item Total	%	ACV Total	%
Dwelling	0.00	0.00%	0.00	0.00%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	8,360.61	100.00%	9,025.61	100.00%
Dwelling: 2131 J Rd, Unadilla, NE	0.00	0.00%	0.00	0.00%
HOA Coverage A - Dwelling	0.00	0.00%	0.00	0.00%
<b>Total</b>	<b>8,360.61</b>	<b>100.00%</b>	<b>9,025.61</b>	<b>100.00%</b>

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**Summary for Contents**

Line Item Total			8,360.61
Clh Mat Sales Tax	@	7.500%	67.27
Subtotal			8,427.88
Cleaning Total Tax	@	7.500%	597.73
<b>Replacement Cost Value</b>			<b>\$9,025.61</b>
<b>Net Claim</b>			<b>\$9,025.61</b>

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**Recap by Room**

**Estimate: CUTSHALL\_MANDY\_CONT**

<b>Area: Phase 1: Inventory &amp; Packing</b>		<b>2,065.54</b>	<b>24.71%</b>
Coverage: Contents	100.00% =	2,065.54	
<b>Total Loss Inventory</b>		<b>1,217.27</b>	<b>14.56%</b>
Coverage: Contents	100.00% =	1,217.27	
<hr/>			
<b>Area Subtotal: Phase 1: Inventory &amp; Packing</b>		<b>3,282.81</b>	<b>39.27%</b>
Coverage: Contents	100.00% =	3,282.81	
<b>Area: Phase 2: Contents Cleaning</b>		<b>3,866.81</b>	<b>46.25%</b>
Coverage: Contents	100.00% =	3,866.81	
<b>Laundry</b>		<b>42.57</b>	<b>0.51%</b>
Coverage: Contents	100.00% =	42.57	
<hr/>			
<b>Area Subtotal: Phase 2: Contents Cleaning</b>		<b>3,909.38</b>	<b>46.76%</b>
Coverage: Contents	100.00% =	3,909.38	
<b>Phase 3: Storage</b>		<b>270.00</b>	<b>3.23%</b>
Coverage: Contents	100.00% =	270.00	
<b>Phase 4: Move Back</b>		<b>898.42</b>	<b>10.75%</b>
Coverage: Contents	100.00% =	898.42	
<hr/>			
<b>Subtotal of Areas</b>		<b>8,360.61</b>	<b>100.00%</b>
Coverage: Contents	100.00% =	8,360.61	
<hr/>			
<b>Total</b>		<b>8,360.61</b>	<b>100.00%</b>

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**Recap by Category**

Items			Total	%
<b>CONT: GARMENT &amp; SOFT GOODS CLN</b>			<b>42.57</b>	<b>0.47%</b>
Coverage: Contents	@	100.00% =	42.57	
<b>CONT: CLEAN - GENERAL ITEMS</b>			<b>3,711.10</b>	<b>41.12%</b>
Coverage: Contents	@	100.00% =	3,711.10	
<b>CONT: PACKING,HANDLNG,STORAGE</b>			<b>4,193.90</b>	<b>46.47%</b>
Coverage: Contents	@	100.00% =	4,193.90	
<b>GENERAL DEMOLITION</b>			<b>413.04</b>	<b>4.58%</b>
Coverage: Contents	@	100.00% =	413.04	
<b>Subtotal</b>			<b>8,360.61</b>	<b>92.63%</b>
<b>Cln Mat Sales Tax</b>	@	<b>7.500%</b>	<b>67.27</b>	<b>0.75%</b>
Coverage: Contents	@	100.00% =	67.27	
<b>Cleaning Total Tax</b>	@	<b>7.500%</b>	<b>597.73</b>	<b>6.62%</b>
Coverage: Contents	@	100.00% =	597.73	
<b>Total</b>			<b>9,025.61</b>	<b>100.00%</b>

# **Cutshall Non Salvageable Presentation Report**

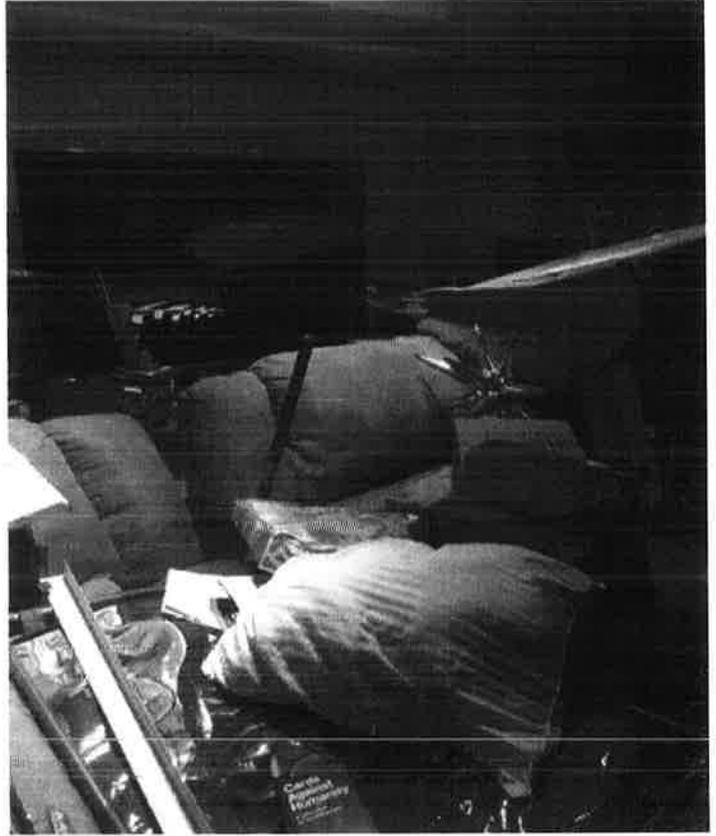
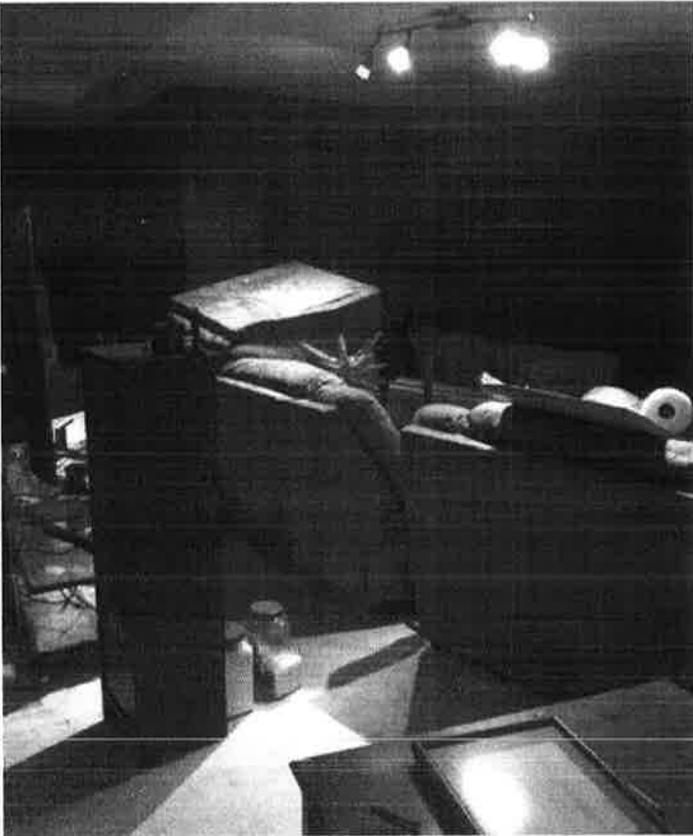
**748 North 8th ST.  
Seward NE 68434  
USA**

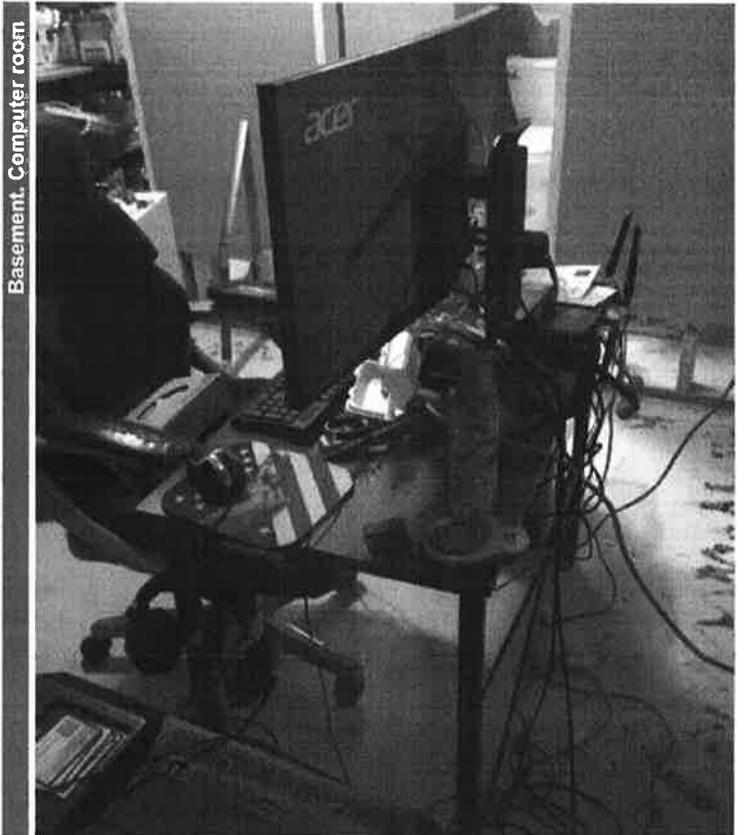
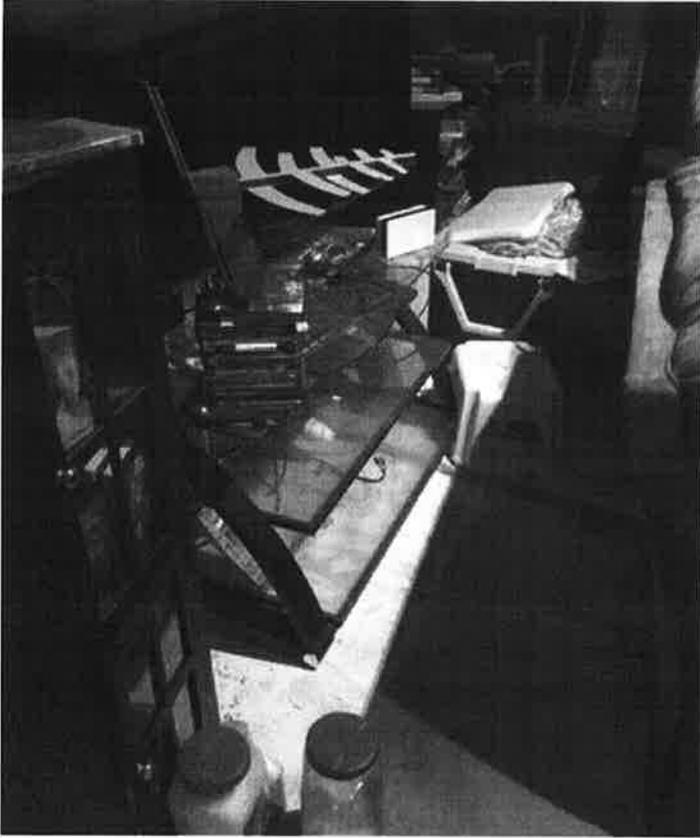
Date of Loss:  
Type of Job: Contents  
Type of Loss: Water  
Insurance Company:  
Adjuster:  
Prepared On: October 21, 2024

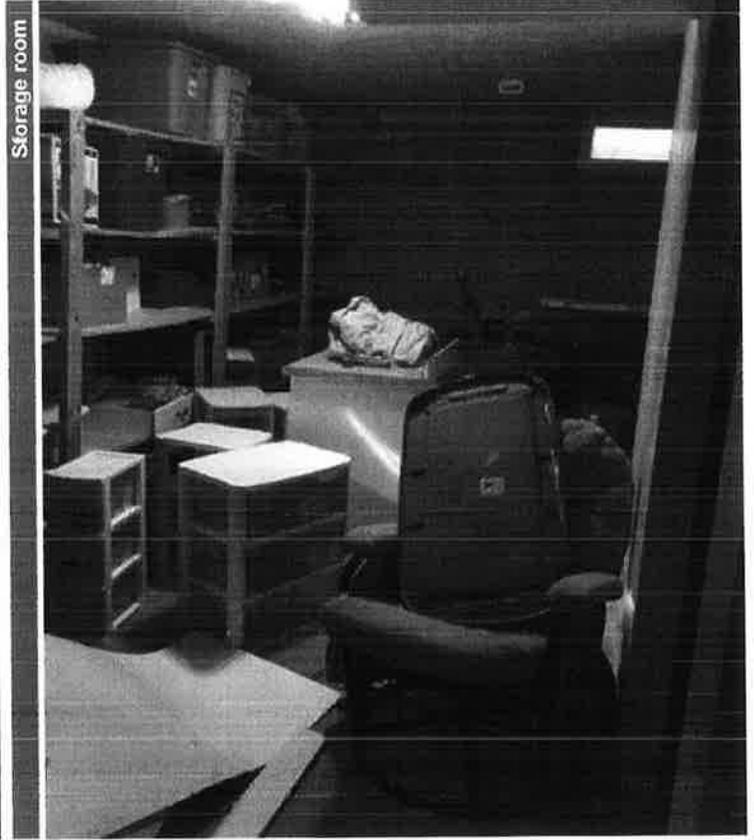
**PAULDAVIS**  
RECOVER • RECONSTRUCT • RESTORE

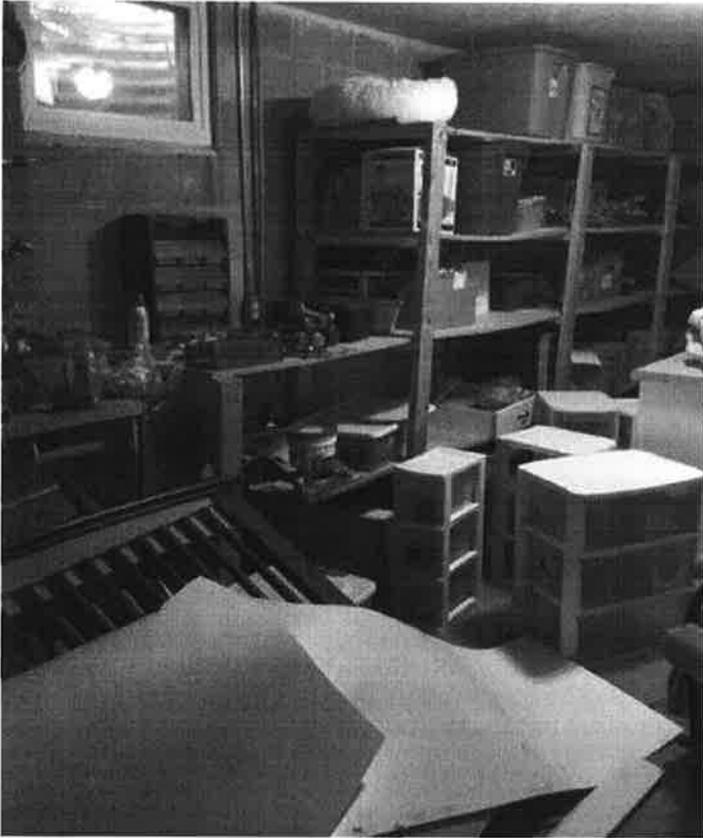
**PDR of Lincoln**  
3641 South 6th Street, Lincoln, Nebraska, US 68502  
Phone:(402) 474-1414

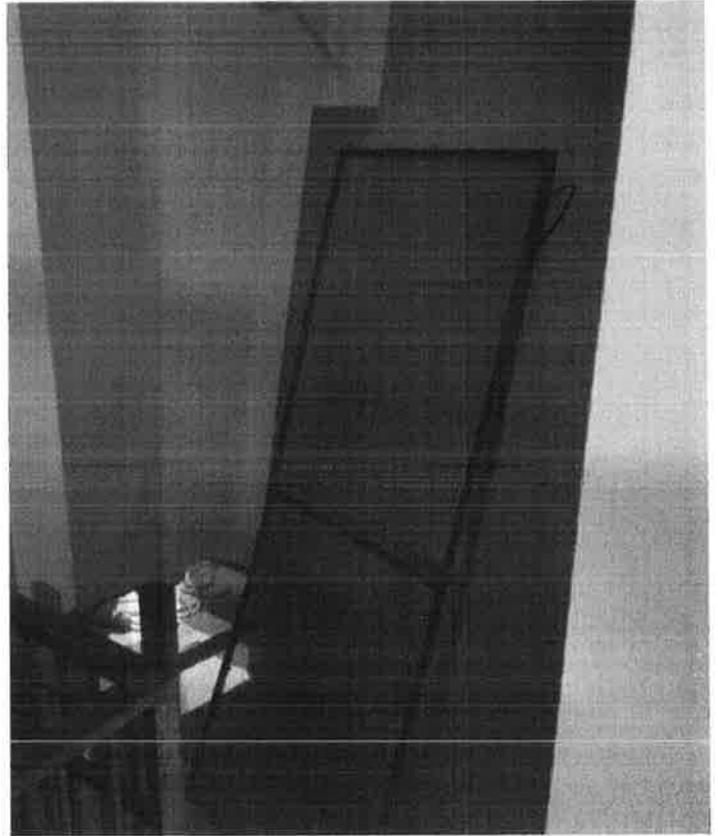
Basement family room











**Throw blankets**

2 | EA

Condition	Total Loss
Room	Basement family room
Location	Loss Location

35<sup>00</sup>  
each  
x 2  

---

70<sup>00</sup>  
Total



**Surround sound system cords**

1 | EA

Condition	Total Loss
Room	Basement family room
Location	Loss Location

50<sup>00</sup>



**Photo frame collage**

*\$29.99*

1 | EA

Condition **Total Loss**  
Room **Basement family room**  
Location **Loss Location**



**Honeywell fan**

*16.88*

1 | EA

Condition **Total Loss**  
Room **Basement family room**  
Location **Loss Location**



**Target practice game**

*40.00*

1 | EA

Condition **Total Loss**  
Room **Basement family room**  
Location **Loss Location**



**Exercise mat**

*21.99 for Bag*  
*21.98 for Mat*  

---

*43.97 Total*

1 | EA

Condition **Total Loss**  
Room **Basement family room**  
Location **Loss Location**

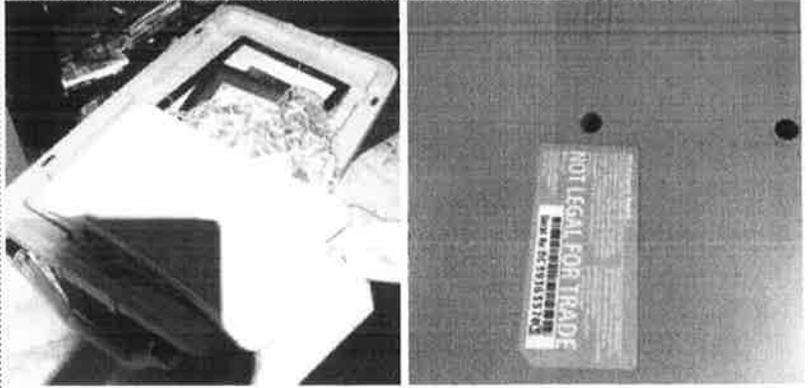


**Wii balanced board**

6999

1 | EA

Condition **Total Loss**  
Room **Basement family room**  
Location **Loss Location**



**Side table**

250.00

1 | EA

Condition **Total Loss**  
Room **Basement family room**  
Location **Loss Location**



**Extra wide full mirror**

189.99

1 | EA

Condition **Total Loss**  
Room **Basement family room**  
Location **Loss Location**



**3 ft decor cabinet**

2 | EA

Condition **Total Loss**  
Room **Basement family room**  
Location **Loss Location**

249.13  
x 2  
-----  
498.26



**Coffee table with raise up top for storage**

1 | EA

Condition Total Loss  
Room Basement family room  
Location Loss Location

229<sup>99</sup>



**Rubber face mask**

1 | EA

Condition Total Loss  
Room Basement family room  
Location Loss Location

39<sup>04</sup>



**Throw blanket**

1 | EA

Condition Total Loss  
Room Basement family room  
Location Loss Location

28<sup>94</sup>



**Footstool, storage bench**

3 | EA

Condition Total Loss  
Room Basement family room  
Location Loss Location

128<sup>69</sup>  
x 3  

---

386<sup>07</sup>



**GE humidifier**

1 | EA

160

Condition **Total Loss**  
Room **Basement family room**  
Location **Loss Location**



**Serra standard pillow**

1 | EA

17.00

Condition **Total Loss**  
Room **Basement family room**  
Location **Loss Location**



**Golds gym exercise equipment**

1 | EA

399.99

Condition **Total Loss**  
Room **Basement family room**  
Location **Loss Location**



**Bose home theater surround sound system**

1 | EA

1900.00

Condition **Total Loss**  
Room **Basement family room**  
Location **Loss Location**



**Vr oculus gaming system**

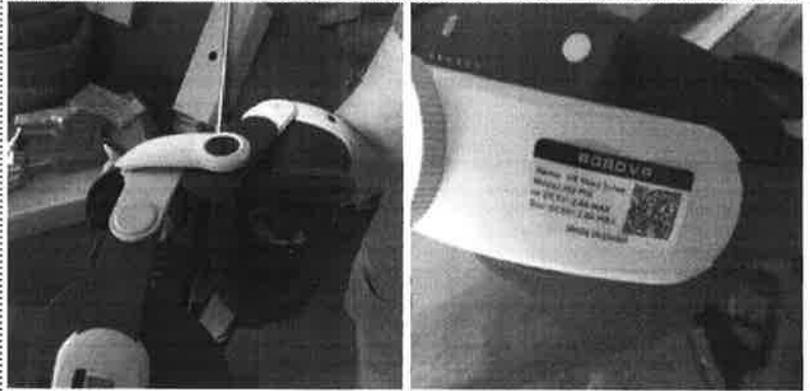
1 | EA

499<sup>99</sup>

Condition Total Loss

Room Basement family room

Location Loss Location



**Throw pillows**

3 | EA

1987

X 3

5961 Total

Condition Total Loss

Room Basement family room

Location Loss Location



**3 shelf bookcase**

1 | EA

173<sup>18</sup>

Condition Total Loss

Room Basement family room

Location Loss Location



**Huskers throw blanket**

1 | EA

48<sup>99</sup>

Condition Total Loss

Room Basement family room

Location Loss Location



**Step stool**

1 | EA

2554

Condition **Total Loss**  
Room **Basement family room**  
Location **Loss Location**



**Bat cave kids toy**

1 | EA

76<sup>zz</sup>

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**



**Cat litter box**

1 | EA

2900

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

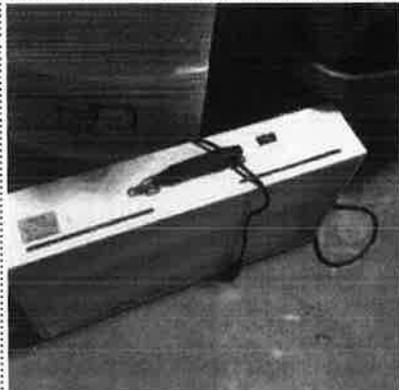


**Alaskan northern lights**

1 | EA

334<sup>00</sup>

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**



**Lakewood box fan**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

*2999*



**Ionic pro air purifier**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

*16550*



**Bucket**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

*1863*



**Cat tree**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

*8999*



**Tv tray**

1 | EA

41<sup>99</sup>

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**



**Space toy**

1 | EA

69<sup>96</sup>

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**



**Cds**

100 | EA

12<sup>00</sup> x 100  
-----  
1200<sup>00</sup> Total

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**



**Thomas and friends kids back pack**

1 | EA

30<sup>00</sup>

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**



### Large kids toys

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

200<sup>00</sup>



### Icoaster from magnetix

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

6999



### Hot wheels

50 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

2995 - Buckaroo  
4499 set  
4949 set  
2000 set  
2899 set  
2197 Truck  

---

19534 Total



### Simplicity crib

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

478<sup>10</sup>



**Castle toy set**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

7997



**Kids toy**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

4500

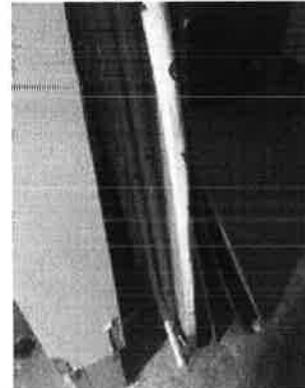


**Ironing board**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

6999



**Lrg 3 drawer storage bins**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

16799



**Broom**

1 | EA

Condition	Total Loss
Room	Storage room
Location	Loss Location

4487



**Roll of plas-Tex**

1 | EA

Condition	Total Loss
Room	Storage room
Location	Loss Location

2598



**Queen size headboard and frame**

1 | EA

Condition	Total Loss
Room	Storage room
Location	Loss Location

24959



**American Eagle picture**

1 | EA

Condition	Total Loss
Room	Storage room
Location	Loss Location

99<sup>00</sup>



**Fisher price activity toy**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

3500



**Baby gate**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

3900



**Soleus air. Portable air conditioner**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

500<sup>97</sup>



**GE humidifier**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

16000



**3 drawer storage plastic med**

5 | EA

Condition	Total Loss
Room	Storage room
Location	Loss Location

*380<sup>00</sup> x 5<sup>-</sup>*  
*190<sup>10</sup> Total*



**Locked lairs and the puzzles that keep them**

1 | EA

Condition	Total Loss
Room	Basement. Computer room
Location	Loss Location

*3244*



**Magcraft magnets**

1 | EA

Condition	Total Loss
Room	Basement. Computer room
Location	Loss Location

*1545*



**Footstool storage bench**

1 | EA

Condition	Total Loss
Room	Basement. Computer room
Location	Loss Location

*12869*

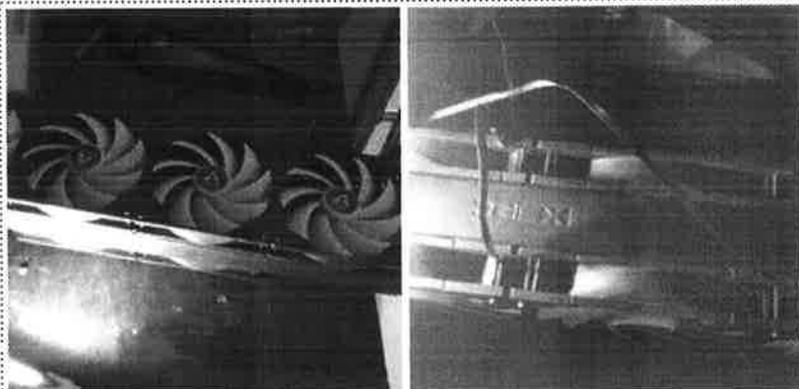


**Artic fan system for computer**

1 | EA

Condition **Total Loss**  
Room **Basement. Computer room**  
Location **Loss Location**

178<sup>00</sup>



**War hammer. Game, cards, poster**

3 | EA

Condition **Total Loss**  
Room **Basement. Computer room**  
Location **Loss Location**

60<sup>00</sup>



**Table Cloth**

1 | EA

Condition **Total Loss**  
Category **Linens**  
Room **Basement. Computer room**  
Location **Loss Location**

16<sup>14</sup>



**30 gallon tote with lid**

6 | EA

Condition **Total Loss**  
Room **Basement. Computer room**  
Location **Loss Location**

1198  
x 6  
-----  
7188



**Amazon basics Xbox controller**

1 | EA

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**

4900



**Old spice swagger deodorant 2.6 oz**

1 | EA

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**

6.97



**Bathroom floor mat**

1 | EA

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**

22.99



**Books for video games**

5 | EA

Condition **Total Loss**

Brand **Dragonlance, Warhammer**

Room **Basement. Computer room**

Location **Loss Location**

65.00 per book  
325.00 Total

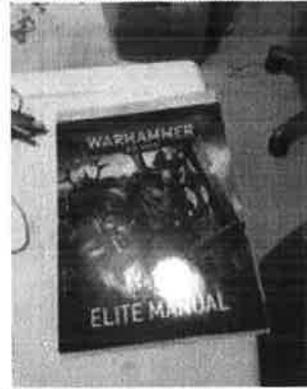


**War hammer manual**

1 | EA

45<sup>00</sup>

Condition **Total Loss**  
Room **Basement. Computer room**  
Location **Loss Location**



**3 drawer plastic storage**

1 | EA

167<sup>99</sup>

Condition **Total Loss**  
Room **Basement. Computer room**  
Location **Loss Location**



**20g totes with lids**

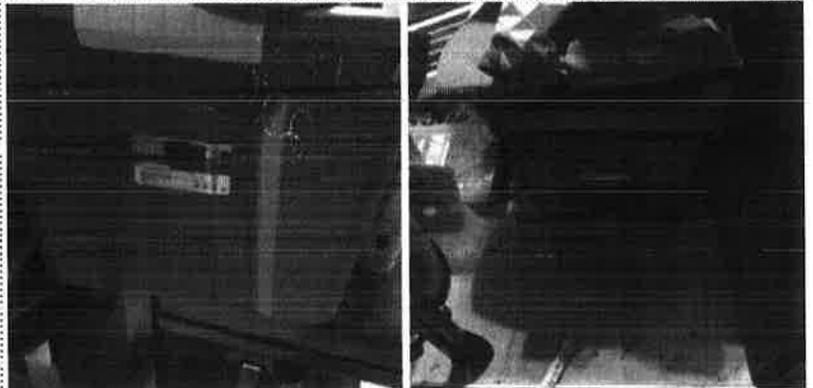
10 | EA

99<sup>7</sup>

x 10

99<sup>20</sup>

Condition **Total Loss**  
Room **Basement. Computer room**  
Location **Loss Location**



**Poke an cards 20 pk**

1 | EA

12<sup>00</sup>

Condition **Total Loss**  
Room **Basement. Computer room**  
Location **Loss Location**



**HDMI cords**

8 | EA

Condition Total Loss

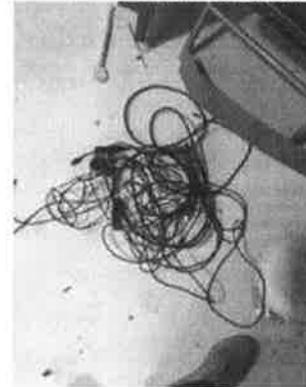
Room Basement. Computer room

Location Loss Location

10<sup>00</sup>  
x 8  

---

80<sup>00</sup>  
Total



**Throw blankets**

4 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

54<sup>99</sup>  
x 4  

---

219<sup>96</sup> Total



**20g clear storage tote with lid**

12 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

18<sup>99</sup>  
x 12  

---

227<sup>88</sup>



**3 drawer storage bin**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

38<sup>07</sup>

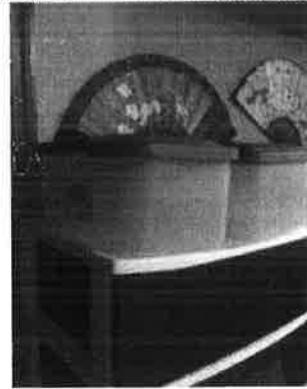


**Sterilite show off totes**

6 | EA

Condition	Total Loss
Room	Basement. Computer room
Location	Loss Location

18<sup>18</sup>  
x 6  
-----  
109<sup>08</sup>  
Total



**Star Trek deep space nine model with fiber optic lighting**

1 | EA

Condition	Total Loss
Room	Basement. Computer room
Location	Loss Location

275<sup>00</sup>



**Star Wars Lego set**

2 | EA

Condition	Total Loss
Model	75283
Room	Basement. Computer room
Location	Loss Location

65<sup>99</sup>  
x 2  
-----  
131<sup>98</sup>  
Total



**Dream pairs cleats. Size 11**

1 | EA

Condition	Total Loss
Room	Basement. Computer room
Location	Loss Location

40<sup>00</sup>



**Throw pillows**

3 | EA

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**

*2998  
x 3  
8997 Total*



**Lumisourse gaming chair**

1 | EA

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**

*170<sup>00</sup>*



**Portable light**

1 | EA

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**

*2023*



**Canvas paintings**

1 | EA

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**

*53<sup>80</sup>*



**Igloo cooler**

1 | EA

Condition **Total Loss**  
Room **Basement. Computer room**  
Location **Loss Location**

3499

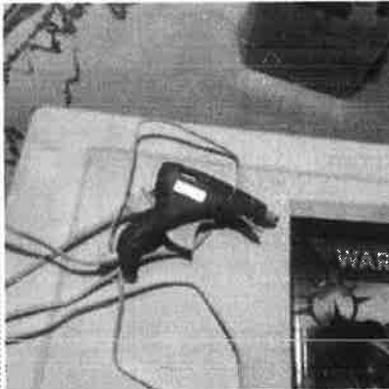


**Mini glue gun**

1 | EA

Condition **Total Loss**  
Room **Basement. Computer room**  
Location **Loss Location**

929



**Cyber shoes**

1 | EA

Condition **Total Loss**  
Room **Basement. Computer room**  
Location **Loss Location**

37722

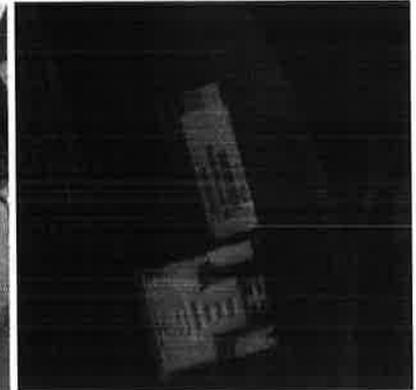
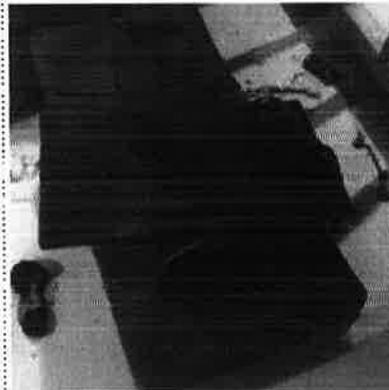


**Roc computer monitor**

1 | EA

Condition **Total Loss**  
Room **Basement. Computer room**  
Location **Loss Location**

19992



**Action figurines**

5 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

3887  
x5  
194.35



**3 ring binder**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

401



**Lego classic. 900 pieces**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

6499



**Sm stuffed animal**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

1499



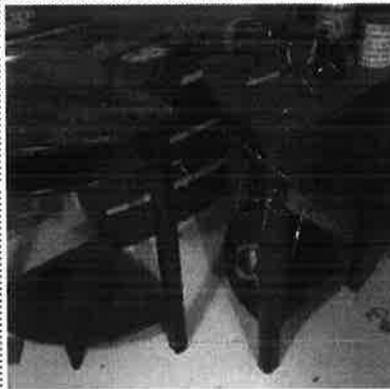
**Corner tables**

2 | EA

Condition Total Loss  
Room Basement. Computer room  
Location Loss Location

212<sup>99</sup>  
x 2

425<sup>98</sup>  
Total



**Kodia hat**

1 | EA

Condition Total Loss  
Room Basement. Computer room  
Location Loss Location

89<sup>99</sup>



**Super glue single use gel. 6 pk**

1 | EA

Condition Total Loss  
Room Basement. Computer room  
Location Loss Location

3<sup>99</sup>



**3 drawer storage. Huey duty plastic**

2 | EA

Condition Total Loss  
Room Basement. Computer room  
Location Loss Location

167<sup>99</sup>  
x 2  
335<sup>98</sup>  
Total



**Warhammer magazine**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

45.96



**Lego building books**

4 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

24.99  
x4  
99.96 Total



**Nintendo ds rec room games**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

49.50



**Broom and dust pan**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

35.99



**Lrg storage bench**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

169.99



**Cyclone by lasko fan**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

69.99



**Pbx wired headset**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

69.99



**Black carry case. Maybe for headset**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

39.99



**Squishy pig**

1 | EA

*699*

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**



**Mini glue sticks. 30 ct**

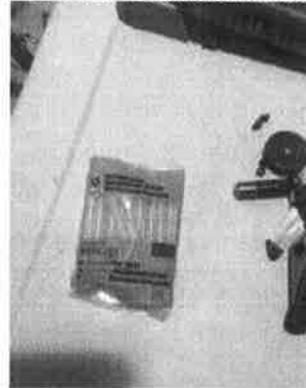
1 | EA

*540*

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**



**Plastic sword**

1 | EA

*2845*

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**



**Cooler master custom built gaming pc**

1 | EA

*3*

Condition **Total Loss**

Notes **Contact HO of all the parts that went into building it**

Room **Basement. Computer room**

Location **Loss Location**



*2425<sup>00</sup>*

**Wooden craft sticks 1000 ct**

1 | EA

16<sup>99</sup>

Condition Total Loss

Room Basement. Computer room

Location Loss Location



**Lego built vehicles**

6 | EA

499<sup>99</sup>  
x 6

Condition Total Loss

Room Basement. Computer room

Location Loss Location

299<sup>94</sup> Total



**Pot holder**

1 | EA

12<sup>74</sup>

Condition Total Loss

Room Basement. Computer room

Location Loss Location



**Water breathing gear**

2 | EA

249<sup>95</sup>

Condition Total Loss

Room Basement. Computer room

Location Loss Location

x 2

499<sup>90</sup> Total



**Rechargeable battery**

1 | EA

26<sup>99</sup>

Condition Total Loss

Room Basement. Computer room

Location Loss Location



**Ceramic decor**

1 | EA

39<sup>99</sup>

Condition Total Loss

Room Basement. Computer room

Location Loss Location



**Shark vacuum**

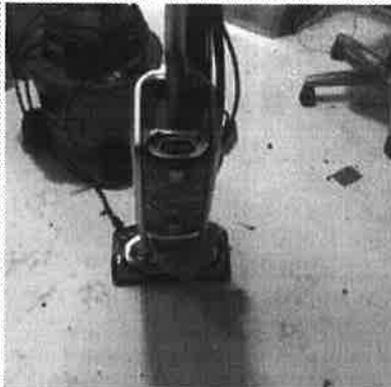
1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

249<sup>99</sup>



**Misc painting supplies**

25 | EA

Condition Total Loss

Room Small storage room basement

Location Loss Location

150<sup>00</sup>



**Throw rug**

1 | EA

45<sup>00</sup>

Condition Total Loss  
Room Small storage room basement  
Location Loss Location



**Nerf gun**

1 | EA

20<sup>00</sup>

Condition Total Loss  
Room Small storage room basement  
Location Loss Location



**Mr. Long extension pole**

1 | EA

54<sup>99</sup>

Condition Total Loss  
Room Small storage room basement  
Location Loss Location



**Vynil flooring**

1 | EA

125<sup>29</sup>

Condition Total Loss  
Room Small storage room basement  
Location Loss Location

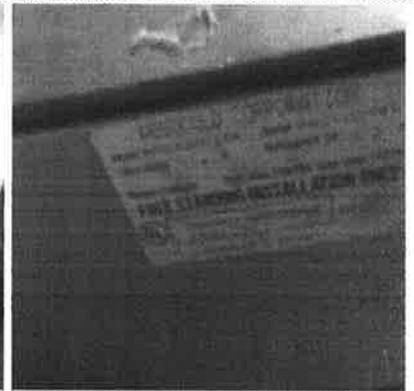
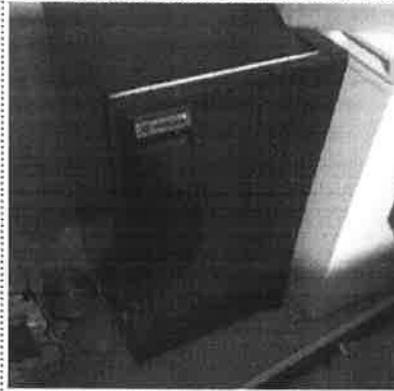


**Abscold mini frig**

1 | EA

Condition	Total Loss
Room	Storage room
Location	Loss Location

296<sup>96</sup>



**Haier sm freezer**

1 | EA

Condition	Total Loss
Room	Storage room
Location	Loss Location

299<sup>99</sup>



**Rocker with foot stool**

1 | EA

Condition	Total Loss
Room	Storage room
Location	Loss Location

164<sup>00</sup>



**7 piece reclining sectional, overstuffed, upholstered**

1 | EA

Condition	Total Loss
Room	Basement family room
Location	Loss Location

3499<sup>99</sup>

Items:

Boxes:

118

0

22556.36  
 +Tax 1578.95  
 -----  
 24135.31

Sign-Off

I/We confirm that all information on above list is correct and complete.

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Contractor

Date

Date

2. Consideration of a Donation Request for a Baseball Memorial at Legion Field - Bill Sleight

Bill Sleight, Pat Sanley, and Becky Foltz attended the Park Board meeting on October 7<sup>th</sup> and now would like the council approval to move forward. They would like to use the funds from the now defunct 'Baseball Association' to purchase (3) three baseball bollards, a plaque, and a flagpole. The location will be at the front entry way of the Legion Field on the E side of the parking lot of the facility. These would be installed at no cost to the City.





## Sports Themed Concrete Ball Bollards | Security Barriers

Home(https://kaypark.com) / Products(https://kaypark.com/shop) / Bollards(https://kaypark.com/product-category/bollards) / Sports Themed Concrete Ball Bollards | Security Barriers



**\$932.00 – \$1,263.00**

Use concrete bollards to provide security and curb appeal value to residential and commercial settings.

Mounting Options

[Clear](#)

Option B

Sport Theme

Baseball

**\$1,263.00**

- 1 +

**ADD TO CART**

**ADD TO QUOTE**



**SKU** CBBB36B

**Category** [Bollards\(https://kaypark.com/product-category/bollards/\)](#)

**Tags** [Baseball Bollard\(https://kaypark.com/product-tag/baseball-bollard/\)](#), [Basketball Bollard\(https://kaypark.com/product-tag/basketball-bollard/\)](#), [Bollard\(https://kaypark.com/product-tag/bollard/\)](#), [Concrete\(https://kaypark.com/product-tag/concrete/\)](#), [Dove Gray\(https://kaypark.com/product-tag/dove-gray/\)](#), [Durabrite\(https://kaypark.com/product-tag/durabrite/\)](#), [Football Bollard\(https://kaypark.com/product-tag/football-bollard/\)](#), [Golf Bollard\(https://kaypark.com/product-tag/golf-bollard/\)](#), [Light Brown\(https://kaypark.com/product-tag/light-brown/\)](#), [Lt. Sandblast\(https://kaypark.com/product-tag/lt-sandblast/\)](#), [Permastone\(https://kaypark.com/product-tag/permastone/\)](#), [Round Bollard\(https://kaypark.com/product-tag/round-bollard/\)](#), [Sand Tan\(https://kaypark.com/product-tag/sand-tan/\)](#), [Soccer Bollard\(https://kaypark.com/product-tag/soccer-bollard/\)](#), [Terra Cotta\(https://kaypark.com/product-tag/terra-cotta/\)](#)



3. Consideration of a Request from the Nebraska Liquor Control Commission on Behalf of Rue 6, LLC, to Allow for an Address Change to the Existing Liquor License - City Clerk Bargmann

## Derek Bargmann

---

**From:** Seward <no-reply@cityofsewardne.gov>  
**Sent:** Saturday, October 12, 2024 10:40 AM  
**To:** info  
**Subject:** Seward City Council Agenda Item Request

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

---

<b>Date</b>	October 12, 2024
<b>Name</b>	Gregg Nelson
<b>Mailing Address</b>	PO Box 205 Seward, NE 68434 United States
<b>Phone</b>	4028409786
<b>Email</b>	gregg@sopris.net
<b>Explanation of request:</b>	Relocation of Rue 6 liquor license (License #122474) from 123 S 6th St. to 139 N. 6th St.
<b>Action requested:</b>	Approval of relocation at the 11/5/24 Council meeting.
<b>Will this agenda item require the expenditure of funds?</b>	No
<b>Printed Name</b>	Gregg Nelson
<b>Signature</b>	By checking this box, you are electronically signing this document.

---



# Nebraska Liquor Control

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

## Application Copy

File Number: 47579

AMENDMENT TYPE Change of Location	APPLICATION DATE RECEIVED 2024-10-12
PREMISES TYPE Converted	PREMISES NAME RUE 6
OPERATOR RUE 6 LLC	CORPORATE LIMIT DESIGNATION Inside
LEASE OR OWN Lease	EXPIRATION DATE 2024-12-31
PHYSICAL ADDRESS 123 S 6TH ST SEWARD, NE 68434-2003	
MAILING ADDRESS PO Box 205 SEWARD, NE 68434-0205 USA	
CONTACT NAME NELSON, GREGG M	PREFERRED CONTACT METHOD Email
CONTACT PHONE (402) 646-9150	ALTERNATE PHONE
FAX	EMAIL GREGG@SOPRIS.NET
PREMISES MANAGER GREGG M NELSON	PREMISES MANAGER EMAIL GREGG@SOPRIS.NET

## QUESTIONS

### Class C Spirits, Wine, Beer On a

1. New Building Dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) \*Not square feet\*

L120, W86

2. Is there an outdoor area?

\*Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.

No

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

No

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

Building is two floors, we are only leasing the second (top) floor.

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

No

6. Would the premises to be licensed be within 300 feet of a college campus or university?

No

## DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	NSG - Rue 6 Lease.pdf	
Premises Description & Diagram	Permit Doc 2 - Architectural Drawings.pdf	

APPLICANT

Gregg Nelson

DECLARATION

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

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

4. Consideration of an Ordinance Amending the Municipal Code; Initiating a Water Rate Adjustment Increasing Total System Revenues by 3.0%; Effective with October 2024 Billing (SECOND READING, CORRECTS Ord. No. 2024-18) - City Administrator Butcher

**ORDINANCE NO. 2024-21**

AN ORDINANCE TO AMEND SECTION 390-1.26 OF THE MUNICIPAL CODE; TO INITIATE A WATER RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICE FROM THE WATER SYSTEM OF THE CITY BY 3.0% EFFECTIVE WITH THE OCTOBER 2024 AND JANUARY 2025 BILLINGS; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTION 390-1.26; 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. Section 390-1.26 of the Municipal Code shall be amended as follows:

**§390-1.26 Water rates.**

A. A tariff of monthly water rates will be charged for each meter installed in the water system of the City. The Water/Wastewater Director or his duly authorized agent may make a determination to forego the meter charge on irrigation systems when the meter is winterized and shut-off, if it is in the best interest of the City to do so. The following rates are hereby established:

<b>Urban General Service Rates Rates Effective with October 2024 Billing</b>		
<b>Meter Size (inches)</b>	<b>Customer Charge</b>	<b>Rate per Cubic Foot</b>
1 or less	\$14.28	First 1,200 CF, \$.0390 per CF Over 1,200 CF, \$.0465 per CF
1.5	\$32.13	First 1,800 CF, \$.0390 per CF Over 1,800 CF, \$.0465 per CF
2	\$57.10	First 2,400 CF, \$.0390 per CF Over 2,400 CF, \$.0465 per CF
3	\$128.48	First 3,600 CF, \$.0390 per CF Over 3,600 CF, \$.0465 per CF
4	\$228.41	First 4,800 CF, \$.0390 per CF Over 4,800 CF, \$.0465 per CF
6	\$513.93	First 7,200 CF, \$.0390 per CF Over 7,200 CF, \$.0465 per CF
8	\$913.65	First 9,600 CF, \$.0390 per CF Over 9,600 CF, \$.0465 per CF

<b>Rural General Service Rates Rates Effective with October 2024 Billing</b>		
<b>Meter Size (inches)</b>	<b>Customer Charge</b>	<b>Rate per Cubic Foot</b>
1 or less	\$18.69	First 1,200 CF, \$.0555 per CF Over 1,200 CF, \$.0681 per CF
1.5	\$38.87	First 1,800 CF, \$.0555 per CF Over 1,800 CF, \$.0681 per CF
2	\$67.13	First 2,400 CF, \$.0555 per CF Over 2,400 CF, \$.0681 per CF
3	\$147.85	First 3,600 CF, \$.0555 per CF Over 3,600 CF, \$.0681 per CF
4	\$260.86	First 4,800 CF, \$.0555 per CF Over 4,800 CF, \$.0681 per CF
6	\$583.76	First 7,200 CF, \$.0555 per CF Over 7,200 CF, \$.0681 per CF
8	\$1,035.81	First 9,600 CF, \$.0555 per CF Over 9,600 CF, \$.0681 per CF

**Urban Industrial Service Rates  
Rates Effective with January 2025 Billing**

1. The Urban Industrial Service Rate is available to customers within the City of Seward with an average monthly usage over 150,000 CF.
2. Customer charges will be based upon the Urban General Service Rate listed above.
3. Rate per Cubic Feet:
  - a. First 66,840 CF, \$.0462 per CF;
  - b. Second 66,840 CF, \$.0347 per CF;
  - c. Third 66,840 CF, \$.0270 per CF;
  - d. Fourth 66,840 CF, \$.0155 per CF; and
  - e. Fifth 66,840 CF and over, \$.0099 per CF.

Section 2. Repeal. All ordinances or provision or portions of ordinances in conflict here with are hereby repealed.

Section 3. When operative. This ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form as required by law.

Passed and approved this 15th day of October, 2024.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

\_\_\_\_\_  
Joshua Eickmeier, Mayor

\_\_\_\_\_  
Derek Bargmann, City Clerk

(SEAL)

5. Consideration of an Ordinance Amending the Comprehensive Pay Plan, Providing for a 3.0% Cost of Living Adjustment for All Pay Lines, Effective October 1, 2024 (SECOND READING, CORRECTS Ord. No. 2024-20) - City Clerk Bargmann

**ORDINANCE NO. 2024-22**

AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR A DATE SUCH CLASSIFICATION AND PAY RANGES OF COMPENSATION SHALL BECOME EFFECTIVE; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. CLASSIFICATION, RANGES OF COMPENSATION. The classification of officers and employees of the City of Seward, Nebraska, pay grades and ranges of compensation for such classification are as follows:

**2024-2025 SALARY SCHEDULE PAY RANGE RATES**

<b>A. CLERICAL (HOURLY)</b>	<b>MIN</b>	<b>MAX</b>
Payroll Clerk	20.71	27.99
Utility Billing/Account Clerk	18.40	25.86
Administrative Assistant	17.81	25.09
Admin Assistant – Municipal Bldg	16.87	22.99
Library Assistant II	19.04	25.05
Library Assistant I	14.55	17.00
Library Clerk	11.77	14.67
Aging Services Commission Assistant	17.75	25.52
Clubhouse Bartender	15.45	18.54
Golf Shop Seasonal Employee	11.58	14.04
<b>B. LABOR &amp; TRADES (HOURLY)</b>	<b>MIN</b>	<b>MAX</b>
Civic Center Assistant	11.55	13.48
Custodian	14.96	22.28
Electric Line Crew Chief	45.08	56.15
Electric Journeyman Lineman	39.83	53.68
Electric Lineman	39.83	53.68
Electric Seasonal Groundman	22.02	25.97
Meter Maintenance Utility Worker	20.37	26.78
Utilities Locator	19.75	36.94
Assistant Public Properties Director	24.49	30.85
Public Properties Maintenance Worker	17.47	25.81
Child Care Director	21.15	25.77

Street Foreman	26.67	34.48
Street Maintenance Worker III	21.52	28.21
Street Maintenance Worker II	19.19	25.88
Street Maintenance Worker I	18.60	23.26
Burn Site Assistant	11.81	16.96
Recycling Center Worker	11.81	16.96
Facility Maintenance Supervisor	27.70	36.78
WW Treatment/Sanitary System Operator	23.06	30.67
Senior Utility Maintenance Worker II	25.39	34.14
Utility Maintenance Worker II	24.07	33.02
Utility Maintenance Worker I	21.84	29.11
Summer Seasonal Laborer	15.02	15.61
Pool Manager	14.09	16.67
Assistant Pool Manager	12.17	14.44
Swim Program Coordinator	11.87	14.03
Lifeguard	11.55	12.81
Pool Office/Concession Work	11.55	12.81
Water Safety Instructor	11.55	12.81
Water Safety Instructor Aide	7.68	8.33
<b>C. PUBLIC SAFETY (HOURLY)</b>	<b>MIN</b>	<b>MAX</b>
Police Sergeant	30.22	39.54
Police Officer II	29.02	35.41
Police Officer I	26.69	33.21
Administrative Secretary/Records Clerk	18.62	25.61
Community Service Officer	16.23	22.97
<b>D. SUPERVISORY, TECHNICAL &amp; ADMINISTRATIVE (MONTHLY)</b>	<b>MIN</b>	<b>MAX</b>
City Administrator	11,253	13,582
Chief of Police	7,706	9,530
City Engineer	7,032	9,375
Police Captain	6,752	8,016
Electric Superintendent	8,241	10,291
Public Properties Director	6,001	7,461
City Clerk/Human Resources Director	5,916	8,214
Water/Wastewater Director	5,689	8,453
Street Superintendent	5,871	7,512
Finance Director/Treasurer	7,577	9,702
Library Director	5,204	6,456
Deputy Treasurer	4,998	6,112
Golf Course Superintendent	4,998	5,828
Building/Zoning/Code Enforcement Director	5,094	6,356
Executive Director of Wellness Center	4,998	5,828
Assistant Recreation Director	3,632	5,348
Golf Shop Manager	3,494	4,545
Assistant Library Director	3,486	4,713
Civic Center Manager	3,698	4,098

Section 2. LONGEVITY PAY. Each employee, who has completed their introductory period, will, for each year of service to the City, receive three dollars and forty-seven cents (\$3.47) per month if classified as exempt, or two cents (\$0.02) per hour if classified as non-exempt. This pay will be in addition to the established base pay in their classification as set forth in Section One of this ordinance.

Section 3. COMPENSATION PAYABLE BIWEEKLY. The compensation and salary fixed for the respective officers and employees of the City by this ordinance shall be paid biweekly.

Section 4. PART-TIME EMPLOYEES. Persons employed by the City on a part-time or occasional basis shall be paid on an hourly rate and at such time as shall be fixed by the Mayor and Council by motion.

Section 5. REPEAL. Any City of Seward ordinance, resolution, or employee handbook or part of any ordinance, resolution, or employee handbook of the City of Seward, Nebraska in conflict with this Ordinance is hereby repealed to the extent of such conflict.

Section 6. WHEN OPERATIVE. This ordinance shall be effective after its approval, passage and publication as required by law and the ordinances of the City.

Passed and approved this 15th day of October, 2024.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

\_\_\_\_\_  
Joshua Eickmeier, Mayor

\_\_\_\_\_  
Derek Bargmann, City Clerk

(SEAL)

**2024-2025 (EFFECTIVE 1ST FULL PAY PERIOD FOLLOWING OCTOBER 1, 2024)**

POSITION	CLERICAL (HOURLY)								
	1	2	3	4	5	6	7	8	9
PAYROLL CLERK	20.71	21.62	22.53	23.44	24.35	25.26	26.17	27.08	27.99
UTIL BILLING/ACCOUNT CLERK	18.40	19.33	20.26	21.20	22.13	23.06	24.00	24.93	25.86
ADMIN ASSISTANT	17.81	18.72	19.63	20.54	21.45	22.36	23.27	24.18	25.09
ADMIN ASSISTANT - MUNI BUILDING	16.87	17.64	18.40	19.17	19.93	20.70	21.46	22.22	22.99
LIBRARY ASSISTANT II	19.04	19.80	20.55	21.30	22.05	22.80	23.55	24.30	25.05
LIBRARY ASSISTANT I	14.55	14.86	15.16	15.47	15.77	16.08	16.38	16.69	17.00
LIBRARY CLERK	11.77	12.13	12.50	12.86	13.22	13.58	13.94	14.31	14.67
AGING SERV. COMM. ASSISTANT	17.75	18.72	19.69	20.66	21.64	22.61	23.58	24.55	25.52
CLUBHOUSE BARTENDER	15.45	15.84	16.22	16.61	17.00	17.38	17.77	18.15	18.54
GOLF SHOP SEASONAL EMPLOYEE	11.58	11.88	12.19	12.50	12.81	13.12	13.42	13.73	14.04

POSITION	LABOR & TRADES (HOURLY)								
	1	2	3	4	5	6	7	8	9
CIVIC CENTER ASSISTANT	11.55	11.79	12.03	12.27	12.51	12.76	13.00	13.24	13.48
CUSTODIAN	14.96	15.87	16.79	17.70	18.62	19.53	20.45	21.36	22.28
ELECTRIC LINE CREW CHIEF	45.08	46.47	47.85	49.23	50.61	52.00	53.38	54.76	56.15
ELECTRIC JOURNEYMAN LINEMAN	39.83	41.56	43.29	45.03	46.76	48.49	50.22	51.95	53.68
ELECTRIC LINEMAN	39.83	41.56	43.29	45.03	46.76	48.49	50.22	51.95	53.68
ELECTRIC SEASONAL GROUNDMAN	22.02	22.51	23.01	23.50	23.99	24.49	24.98	25.47	25.97
METER MAINTENANCE UTILITY WORKER	20.37	21.17	21.98	22.78	23.58	24.38	25.18	25.98	26.78
UTILITIES LOCATOR	19.75	21.89	24.04	26.19	28.34	30.49	32.64	34.79	36.94
ASSIST. PUBLIC PROP. DIRECTOR	24.49	25.29	26.08	26.88	27.67	28.47	29.26	30.05	30.85
PUBLIC PROP. MAINTENANCE WORKER	17.47	18.51	19.55	20.60	21.64	22.68	23.73	24.77	25.81
CHILD CARE DIRECTOR	21.15	21.73	22.31	22.89	23.46	24.04	24.62	25.20	25.77

POSITION	LABOR & TRADES (HOURLY)								
	1	2	3	4	5	6	7	8	9
STREET FOREMAN	26.67	27.64	28.62	29.60	30.58	31.55	32.53	33.51	34.48
STREET MAINT. WORKER III	21.52	22.35	23.19	24.03	24.86	25.70	26.54	27.37	28.21
STREET MAINT. WORKER II	19.19	20.03	20.86	21.70	22.54	23.37	24.21	25.05	25.88
STREET MAINT. WORKER I	18.60	19.18	19.77	20.35	20.93	21.51	22.09	22.68	23.26
RECYCLING WORKER	11.81	12.46	13.10	13.75	14.39	15.03	15.68	16.32	16.96
BURN SITE ASSISTANT	11.81	12.46	13.10	13.75	14.39	15.03	15.68	16.32	16.96
FACILITY MAINTENANCE SUPERV	27.70	28.83	29.97	31.10	32.24	33.37	34.51	35.65	36.78
WW TRMT / SANITARY SYS OPER	23.06	24.01	24.96	25.92	26.87	27.82	28.77	29.72	30.67
SENIOR UTIL. MAINT. WORKER II	25.39	26.48	27.58	28.67	29.77	30.86	31.96	33.05	34.14
UTIL MAINT. WORKER II	24.07	25.19	26.31	27.43	28.55	29.67	30.78	31.90	33.02
UTIL MAINT. WORKER I	21.84	22.74	23.65	24.56	25.47	26.38	27.29	28.20	29.11

SUMMER SEASONAL LABORER	15.02	15.61							
POOL MANAGER	14.09	14.41	14.73	15.06	15.38	15.70	16.02	16.34	16.67
ASST. POOL MANAGER	12.17	12.46	12.74	13.02	13.31	13.59	13.87	14.16	14.44
SWIM PROGRAM COORDINATOR	11.87	12.14	12.41	12.68	12.95	13.22	13.49	13.76	14.03
POOL LIFEGUARD	11.55	11.70	11.86	12.02	12.18	12.34	12.50	12.65	12.81
POOL OFFICE/CONCESSIONS	11.55	11.70	11.86	12.02	12.18	12.34	12.50	12.65	12.81
WATER SAFETY INSTR.	11.55	11.70	11.86	12.02	12.18	12.34	12.50	12.65	12.81
WATER SAFETY INSTR. AIDE	7.68	7.76	7.85	7.93	8.01	8.09	8.17	8.25	8.33

**POLICE (HOURLY)**

POSITION	1	2	3	4	5	6	7	8	9
POLICE SERGEANT	30.22	31.39	32.55	33.72	34.88	36.05	37.21	38.38	39.54
POLICE OFFICER II	29.02	29.81	30.61	31.41	32.21	33.01	33.81	34.61	35.41
POLICE OFFICER I	26.69	27.50	28.32	29.13	29.95	30.76	31.58	32.39	33.21
ADM/SEC RECORDS CLK PD	18.62	19.50	20.37	21.24	22.11	22.99	23.86	24.73	25.61
COMMUNITY SERVICE OFFICER	16.23	17.07	17.92	18.76	19.60	20.44	21.28	22.13	22.97

**SUPERVISORY, TECHNICAL, ADMINISTRATIVE (MONTHLY)**

POSITION	1	2	3	4	5	6	7	8	9
CITY ADMINISTRATOR	11,253	11,544	11,835	12,126	12,417	12,708	12,999	13,290	13,582
CHIEF OF POLICE	7,706	7,934	8,162	8,390	8,618	8,846	9,074	9,302	9,530
CITY ENGINEER	7,032	7,325	7,618	7,911	8,203	8,496	8,789	9,082	9,375
POLICE CAPTAIN	6,752	6,910	7,068	7,226	7,384	7,542	7,700	7,858	8,016
ELECTRIC SUPERINTENDENT	8,241	8,497	8,753	9,010	9,266	9,522	9,778	10,035	10,291
PUBLIC PROPERTIES DIRECTOR	6,001	6,183	6,366	6,548	6,731	6,914	7,096	7,279	7,461
CITY CLERK/HR DIRECTOR	5,916	6,204	6,491	6,778	7,065	7,353	7,640	7,927	8,214
W/WWTW DIRECTOR	5,689	6,034	6,380	6,725	7,071	7,417	7,762	8,108	8,453
STREET SUPERINTENDENT	5,871	6,076	6,281	6,486	6,691	6,896	7,102	7,307	7,512
FINANCE DIRECTOR/TREASURER	7,577	7,842	8,108	8,374	8,639	8,905	9,170	9,436	9,702
LIBRARY DIRECTOR	5,204	5,360	5,517	5,673	5,830	5,986	6,143	6,299	6,456
DEPUTY TREASURER	4,998	5,137	5,276	5,415	5,555	5,694	5,833	5,973	6,112
GOLF COURSE GROUNDS SUPERINTENDENT	4,998	5,101	5,205	5,309	5,413	5,516	5,620	5,724	5,828
BLDG/ZONING/CODE ENFORCEMENT	5,094	5,252	5,410	5,568	5,725	5,883	6,041	6,198	6,356
EXECUTIVE DIRECTOR WELLNESS CENTER	4,998	5,101	5,205	5,309	5,413	5,516	5,620	5,724	5,828
ASSISTANT RECREATION DIRECTOR	3,632	3,846	4,061	4,275	4,490	4,704	4,919	5,133	5,348
GOLF SHOP MANAGER	3,494	3,625	3,757	3,888	4,020	4,151	4,282	4,414	4,545
ASST LIBRARY DIRECTOR	3,486	3,639	3,792	3,946	4,099	4,253	4,406	4,560	4,713
CIVIC CENTER MANAGER	3,698	3,748	3,798	3,848	3,898	3,948	3,998	4,048	4,098

6. Consideration of an Ordinance Amending the Municipal Code; Adopting the 2018 International Building Code (IBC) and International Residential Code (IRC) Regulations - Building/Zoning & Code Enf. Director Dworak

ORDINANCE NO. 2024-23

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 225 BUILDING CONSTRUCTION, ARTICLE 6; TO REGULATE THE BUILDING CODE OF THE CITY OF SEWARD; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

SECTION 1. That Chapter 325 Article 6 of the Municipal Code of the City of Seward is hereby amended as follows:

ARTICLE VI  
Building Code

§ 225-6.1. International Building Code and International Residential Code adopted by reference; exceptions.<sup>1</sup>

In order to provide certain minimum standards, provisions, and requirements for safe and stable design, methods of construction, and uses of materials in buildings, and residential dwellings, hereafter erected, constructed, enlarged, altered, repaired, relocated, and converted, to ensure that structures are safe, sanitary, and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures; certain documents, known as the "International Building Code" and "International Residential Code" (2018 Editions), recommended by the International Code Council, and printed in book or pamphlet form, are hereby adopted, insofar as said codes do not conflict with the statutes of the State of Nebraska, and the City ordinances. One copy of the International Building Code and the International Residential Code shall be on file at the office of the Municipal City Clerk and Building and Zoning Director, and available for public inspection at any reasonable time. The provisions of the International Building Code and International Residential Code shall be controlling throughout the municipality and throughout its zoning jurisdiction. (Neb. RS 18-132, 19-902, 19-922)

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

§ 225-6.2. International Building Code amendments.

The following sections of the International Building Code (2018 Edition) are hereby revised:

A. Chapter 1, Scope and Administration.

- (1) Section 101, General; Section 101.1. Insert: City of Seward (for name of jurisdiction).
- (2) Section 105, Permits; Section 105.2, Work exempt from permit. Amend to read as follows:

Building:

- 1 One-story detached accessory structures used as  
. playhouses and similar uses, provided the floor area does not exceed 60 square feet (5.6 m2).

2. Retaining walls which are implemented for landscape purposes and are not over four feet (1,219 mm), measured from the bottom of the footing to the top of the wall.
3. Sidewalks, driveways and patio slabs are exempt from permitting except for those in the City of Seward right of way shall require a sidewalk/driveway permit.
4. Painting, papering, carpet and similar finish work.
5. Temporary motion-picture, television and theater stage sets and scenery
6. Prefabricated swimming pools accessory to a Group R-3 occupancy, as applicable in Section 101.2, and which are installed entirely above ground.
7. Swings and other playground equipment accessory to one- and two- family dwellings.
8. Window awnings supported by an exterior wall of Group R-3, as applicable in Section 101.2, and Group U occupancies.
9. Movable cases, counters and partitions not over five feet nine inches (1,753 mm) in height.

B. Section 903, Automatic Sprinkler Systems, Section 903.2.8.1 Group R-3. Add exception 1; R-3 Occupancies consisting of one and two family dwellings shall not be required to provide an automatic sprinkler system provided the dwelling is separated from another occupancy in accordance with Table 508.4 and smoke detectors are installed as required by the Building Official.

C. Chapter 16, Structural Design; Section 1612, Flood Loads; Section 1612.3, Establishment of flood hazard areas. Insert: City of Seward (for name of jurisdiction) and 11-17-2020 (for date of issuance).

D. Chapter 34, of the 2018 International Building Code is hereby deleted and replaced with State of Nebraska Radon requirements. Radon systems shall be installed as outlined in State Statute 76-3504 thru 76-3506 per LB130 2019 signed by the governor on May 1, 2019.

§ 225-6.3. International Residential Code amendments.

The following sections of the International Residential Code (2018 Edition) are hereby revised:

A. Chapter 1, Scope and Administration.

- (1) Section R101, General; Section R101.1. Insert: City of Seward (for name of jurisdiction).
- (2) Section R105, Permits; Section R105.2, Work exempt from permits. Amend to read as follows:

Building:

- 1 One-story detached accessory structures used as playhouses . and similar uses, provided the floor area does not exceed 60 square feet (5.6 m<sup>2</sup>).

2. Retaining walls which are implemented for landscape purposes and are not over four feet (1,219 mm), measured from the bottom of the footing to the top of the wall.
3. Sidewalks, driveways and patio slabs are exempt from permitting except for those in the City of Seward right of way shall require a sidewalk/driveway permit. Painting, papering, carpet and similar finish work.
- 4.
5. Prefabricated swimming pools accessory to a Group R-3 occupancy, as applicable in Section 101.2, and which are installed entirely above ground.
6. Swings and other playground equipment accessory to one- and two- family dwellings.
7. Window awnings supported by an exterior wall.

B. Chapter 2, Definitions. Add the following definition:

SLEEPING ROOM. Any room in the house that has a built-in closet and typically could be used as a bedroom.

C. Chapter 3, Building Planning.

- (1) Section R301 Design Criteria; Table R301.2(1). Insert: Design Criteria into Table R301.2(1) as follows:

1. Ground snow for area load: 25 lb.
2. Wind speed for area: 115 mph
3. Seismic Design Category: Zone A.
4. Weathering: Severe.
5. Frost line depth: 36 inches.
6. Termite: Moderate to Heavy.
7. Winter design temp: -3.
8. Ice Barrier Underlayment Required: Yes.
9. Flood hazards: City of Seward FEMA Rate Map.
10. One-hundred-year freezing index: 1,400.
11. Annual freezing index: 51.3.

- (2) Section R302.5.1 Opening protection. Delete: Requirement for self-closing hinges or device on the door between house and garage.

- (3) Section R303.4 Mechanical Ventilation. Delete: Blower door testing from IRC.

- (4) Section R309.5 Fire Sprinklers. Delete: Requirements for fire sprinklers in one- and two-family garages.

- (5) Section R311.7.2 Headroom. Add exception 3: The building official shall have the authority to waive the requirements of this section where pre-existing conditions will not allow the requirements to be met.

(6) Section R313.2 One- and two-family dwellings automatic fire sprinkler systems. Delete: An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings.

D. Chapter 4, Foundations; Section R403, Footings; Section R403.1.4.1. Amend:

Exceptions:

- (1) One story unheated sheds 200 square feet or less of light -framed construction, with an eave height of 10 feet or less may be constructed on a 4" thick slab.
- (2) One story detached unheated garages and sheds constructed with light frame construction and not over 440 square feet in floor area (where no dimension exceeds 22 feet and the width between bearing walls does not exceed 20 feet) may be constructed on a monolithic slab with a 12-inch minimum depth footing.
- (3) One story detached unheated garages and sheds constructed with light frame construction and not over 600 square feet may be constructed on a monolithic slab/footing designed by a registered Nebraska engineer with a Nebraska stamp on the plan.
- (4) Detached garages and sheds that are over 440 square feet and not constructed as outlined in exception 3, require 36-inch-deep frost depth footings.
- (5) Decks not supported by a dwelling need not be provided with footings that extend below the frost line.

E. Chapter 11, Energy Efficiency.

- (1) Section N1101 General; Section N1101.14. Certificate (Mandatory). Delete: Requirement for posting res-check near electrical panel.
- (2) Section N1102.2.4 Access Hatches. Delete: Requirement of weather stripping around the lid of the attic access.
- (3) Section N1102.4.1.2 Testing. Delete: Requirement for blower door testing.
- (4) Section N1103.3.3 Duct Testing. Delete: Procedures for duct-leakage test.

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

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

Dated this 5<sup>th</sup> of November, 2024

CITY OF SEWARD, NEBRASKA

\_\_\_\_\_  
Joshua Eickmeier, Mayor

ATTEST:

\_\_\_\_\_  
Derek Bargmann, City Clerk

## ARTICLE VI Building Code

### § 225-6.1. International Building Code and International Residential Code adopted by reference; exceptions.<sup>1</sup>

In order to provide certain minimum standards, provisions, and requirements for safe and stable design, methods of construction, and uses of materials in buildings, and residential dwellings, hereafter erected, constructed, enlarged, altered, repaired, relocated, and converted, to ensure that structures are safe, sanitary, and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures; certain documents, known as the "International Building Code" and "International Residential Code" (2018 Editions), recommended by the International Code Council, and printed in book or pamphlet form, are hereby adopted, insofar as said codes do not conflict with the statutes of the State of Nebraska, and the City ordinances. One copy of the International Building Code and the International Residential Code shall be on file at the office of the Municipal City Clerk and Building and Zoning Director, Building and Zoning Director and available for public inspection at any reasonable time. The provisions of the International Building Code and International Residential Code shall be controlling throughout the municipality and throughout its zoning jurisdiction. (Neb. RS 18-132, 19-902, 19-922)

### § 225-6.2. International Building Code amendments.

The following sections of the International Building Code (2018 Edition) are hereby revised:

#### A. Chapter 1, Scope and Administration.

(1) Section 101, General; Section 101.1. Insert: City of Seward (for name of jurisdiction).

(2) Section 105, Permits; Section 105.2, Work exempt from permit.. ~~Replace~~Amend to read as follows:

#### Building:

1. One-story detached accessory structures used as playhouses and similar uses, provided the floor area does not exceed 60 square feet (5.6 m<sup>2</sup>).
2. Retaining walls which are implemented for landscape purposes and are not over four feet (1,219 mm), measured from the bottom of the footing to the top of the wall.
3. Sidewalks, driveways and patio slabs are exempt from permitting except for those in the City of Seward right of way shall require a sidewalk/driveway permit.
4. Painting, papering, carpet and similar finish work.
5. Temporary motion-picture, television and theater stage sets and scenery

6. Prefabricated swimming pools accessory to a Group R-3 occupancy, as applicable in Section 101.2, and which are installed entirely above ground.

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1. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).

- ~~7.~~ Swings and other playground equipment accessory to one- and two-family dwellings.
8. Window awnings supported by an exterior wall of Group R-3, as applicable in Section 101.2, and Group U occupancies.
9. Movable cases, counters and partitions not over five feet nine inches (1,753 mm) in height.

B. ~~Section 903, Automatic Sprinkler Systems, Section 903.2.8.1 Group R-3. Add exception 1: R-3 Occupancies consisting of one and two family dwellings shall not be required to provide an automatic sprinkler system provided the dwelling is separated from another occupancy in accordance with Table 508.4 and smoke detectors are installed as required by the Building Official.~~

B.C. Chapter 16, Structural Design; Section 1612, Flood Loads; Section 1612.3, Establishment of flood hazard areas. Insert: City of Seward (for name of jurisdiction) and ~~9-30-1993~~11-17-2020 (for date of issuance).

C.D. Chapter 34, ~~of the 2018 International Building Code is hereby deleted and replaced with State of Nebraska Radon requirements. Radon systems shall be installed as outlined in State Statute 76-3504 thru 76-3506 per LB130 2019 signed by the governor on May 1, 2019. Existing Buildings and Structures; Section 3412, Compliance Alternatives; Section 3412.2, Applicability. Insert: 3-18-2003 (for effective date).~~

### § 225-6.3. International Residential Code amendments.

The following sections of the International Residential Code (2018 Edition) are hereby revised:

#### A. Chapter 1, Scope and Administration.

- (1) Section R101, General; Section R101.1. Insert: City of Seward (for name of jurisdiction).
- (2) Section R105, Permits; Section R105.2, Work exempt from permits. ~~Replace~~Amend to read as follows:

#### **Building:**

1. One-story detached accessory structures used as playhouses and similar uses, provided the floor area does not exceed 60 square feet (5.6 m<sup>2</sup>).
2. Retaining walls which are implemented for landscape purposes and are not over four feet (1,219 mm), measured from the bottom of the footing to the top of the wall.
3. Sidewalks, driveways and patio slabs are exempt from permitting except for those in the City of Seward right of way require a sidewalk/driveway permit.
4. Painting, papering, carpet and similar finish work.
5. Prefabricated swimming pools accessory to a Group R-3 occupancy, as applicable in Section 101.2, and which are installed entirely above ground.

6. Swings and other playground equipment accessory to one- and two-family dwellings.
7. Window awnings supported by an exterior wall.

B. Chapter 2, Definitions. Add the following definition:

**SLEEPING ROOM.** Any room in the house that has a built-in closet and typically could be used as a bedroom.

## C. Chapter 3, Building Planning.

(1) Section R301 Design Criteria; Table R301.2(1). Insert: Design Criteria into Table R301.2(1) as follows:

1. Ground snow for area load: 25 lb.
2. Wind speed for area: 115 mph
3. Seismic Design Category: Zone A.
4. Weathering: Severe.
5. Frost line depth: 36 inches.
6. Termite: Moderate to Heavy.
7. Winter design temp: -3.
8. Ice Barrier Underlayment Required: Yes.
9. Flood hazards:  City of Seward FEMA Rate Map.
10. One-hundred-year freezing index: 1,400.
11. Annual freezing index: 51.3.

(2) Section R302.5.1 Opening protection. Delete: Requirement for self-closing hinges or device on the door between house and garage.

(3) Section R303.4 Mechanical Ventilation. Delete: Blower door testing from IRC.

(4) Section R309.5 Fire Sprinklers. Delete: Requirements for fire sprinklers in one- and two-family garages.

(5) Section R311.7.2 Headroom. Add exception 3: The building official shall have the authority to waive the requirements of this section where pre-existing conditions will not allow the requirements to be met.

(6) Section R313.2 One- and two-family dwellings automatic fire sprinkler systems. Delete: An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings.

## D. Chapter 4, Foundations; Section R403, Footings; Section R403.1.4.1. Amend:

**Exceptions:**

1. One story unheated sheds 200 square feet or less of light –framed construction, with an eave height of 10 feet or less may be constructed on a 4” thick slab.
2. One story detached unheated garages and sheds constructed with light frame construction and not over 440 square feet in floor area (where no dimension exceeds 22 feet and the width between bearing walls does not exceed 20 feet) may be constructed on a monolithic slab with a 12 inch minimum depth footing.
3. One story detached unheated garages and sheds constructed with light frame construction and not over 600 square feet may be constructed on a monolithic slab/footing designed by a registered Nebraska engineer with a Nebraska stamp on the plan.
4. Detached garages and sheds that are over 440 square feet and not constructed as outlined in exception 3, require 36 inch deep frost depth footings.

5. Decks not supported by a dwelling need not be provided with footings that extend below the frost line.

E. Chapter 11, Energy Efficiency.

- (1) Section N1101 General; Section N1101.14. Certificate (Mandatory). Delete: Requirement for posting res-check near electrical panel.
- (2) Section N1102.2.4 Access Hatches. Delete: Requirement of weather stripping around the lid of the attic access.
- (3) Section N1102.4.1.2 Testing. Delete: Requirement for blower door testing.
- (4) Section N1103.3.3 Duct Testing. Delete: Procedures for duct-leakage test.

Jurisdictions researched:

Omaha	2018 IBC-International Building Code w/amendments 2018 IRC-International Residential Code W/amendments 2012 IMC-International Mechanical Code 2018 IEBC-International Existing Building Code 2017 NEC-National Electric Code 2018 OPC-Omaha Plumbing Code 2012 LSC-Life Safety Code 2012 IFC-International Fire Code
Lincoln	2018 IBC-International Building Code w/amendments 2018 IRC-International Residential Code w/amendments 2018 IEBC-International Existing Building Code w/amendments 2018 IECC-International Energy Conservation Code w/amendments 2017 NEC-National Electric Code 2018 IFC-International Fire Code w/amendments 2012 IPMC-International Property Maintenance Code w/amendments 2018 IMC-International Mechanical Code w/amendments 2018 IFGC-International Fuel Gas Code w/amendments 2018 UPC-Uniform Plumbing Code w/amendments 2012 LSC-Life Safety Code 2010 ADA Standards for Accessible Design
Beatrice	2015 IBC-International Building Code w/amendments 2015 IRC-International Residential Code w/amendments 2015 IPMC-International Property Maintenance Code w/amendments 2015 IMC-International Mechanical Code w/amendments 2015 IECC-International Energy Conservation Code w/amendments 2015 IPC-International Plumbing Code w/amendments 2015 IEBC-International Existing Building Code w/amendments 2015 IFGC-International Fuel Gas Code w/amendments 2003 UFC-Uniform Fire Code 2000 LSC-Life Safety Code

Grand Island	<p>2021 IBC-International Building Code w/amendments</p> <p>2021 IRC-International Residential Code w/amendments</p> <p>2021 IEBC-International Existing Building Code</p> <p>2021 IFC-International Fire Code w/amendments</p> <p>2021 UMC-Uniform Mechanical Code w/amendments</p> <p>2021 UPC-Uniform Plumbing Code w/amendments</p> <p>2020 NEC-National Electric Code w/amendments</p> <p>2017 Accessible and Usable Building and Facilities</p>
Columbus	<p>2018 IBC-International Building Code w/amendments</p> <p>2018 IRC-International Residential Code w/amendments</p> <p>2018 UPC-Uniform Plumbing Code w/amendments</p> <p>2018 IFC-International Fire Code w/amendments</p> <p>2012 IPMC-International Property Maintenance Code</p> <p>2018 IEBC-International Existing Building Code</p> <p>2010 ADA Standards for Accessible Design</p>
York	<p>2018 IBC-International Building Code w/amendments</p> <p>2018 IRC-International Residential Code w/amendments</p> <p>2018 IMC-International Mechanical Code w/amendments</p> <p>2023 NEC-National Electric Code w/amendments</p> <p>2018 IPC-International Plumbing Code w/amendments</p> <p>2018 IECC-International Energy Conservation Code</p> <p>2018 IPMC-International Property Maintenance Code</p> <p>2018 ISPSC-International Swimming Pool and Spa Code</p>
Crete	<p>2018 IBC-International Building Code</p> <p>2018 UPC-Uniform Plumbing Code w/Lincoln amendments</p> <p>2018 IRC-International Residential Code</p> <p>2018 IMC-International Mechanical Code</p> <p>2009 IPMC-International Property Maintenance Code</p> <p>2018 ISPSC-International Swimming Pool and Spa Code</p> <p>2014 NEC-National Electric Code</p>
Wahoo	<p>2009 IBC-International Building Code</p> <p>2009 IRC-International Residential Code w/amendments</p> <p>2009 UOC-Uniform Plumbing Code</p> <p>2009UMC-Uniform Mechanical Code</p> <p>2009 LSC-Life Safety Code</p> <p>2002 NFGC-National Fuel Gas Code</p> <p>2003 IECC-International Energy Construction Code</p> <p>Nebraska State Energy Code</p>



7. Consideration of a Work Order to the Master Agreement with Olsson, Inc., Approved April 19, 2022, for Substation Engineering Services at the Seward Rail Campus in the Amount of \$178,000 - City Administrator Butcher



## **MASTER AGREEMENT WORK ORDER**

This exhibit dated October 11, 2024, is hereby attached to and made a part of the Master Agreement for Professional Services dated April 05, 2022, between the City of Seward, NE ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

### **GENERAL**

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

### **PROJECT DESCRIPTION AND LOCATION**

Project will be located at: City of Seward, NE

Project Description: Seward 34.5 -12.47kV Industrial Substation Expansion. Olsson will work with the city to add a new 10 MVA 34.5-7.2/12.47kV transformer, along with four (4) new feeders located in an expanded Industrial Campus Substation footprint already owned by the Client.

### **SCOPE OF SERVICES**

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

#### **Design Services (Included in Lump Sum)**

- 1.1 Prepare detailed drawings for the proposed construction work and for all equipment and materials required under the contract. The documents will be prepared for construction by a private contractor as contracted with by the Client. The Olsson scope will be designing underground cabling from the existing 34.5kV VFI to the substation expansion and out to the new padmount switches just outside the substation fence. It is anticipated that the project drawings shall consist of the following:

- Cover Sheet
- One-Line Diagram
- Grading Plan
- Site Plan
- Substation Plan
- Material List
- Foundation and Conduit Plan
- Structural Reinforcement Details
- Grounding Plan
- Lighting Plan

- Substation Elevation Views (three sheets)
- Structure Details (four sheets)
- Foundation Details.
- Miscellaneous Details (5 sheets)
- Fence Details
- Demo plan (fence)

#### 1.2 Technical Specification for:

- One (1) new 10 MVA transformer
- Four (4) new 15kV recloser feeder breakers
- General construction specifications

#### 1.3 Protective device settings

- Provide SEL-651R recloser controller programming files
- Verify existing 34.5kV VFI settings

### **Bidding Services (Included in Lump Sum)**

#### 2.1 Prepare Notice to Bidders and Issue Documents

Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom the project team and/or the Client know will be interested in the project. Documents will be available for inspection at Olsson offices.

#### 2.2 Answer Questions and Prepare Addenda

Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, as required, to provide clarification to questions. The Client will be informed on a regular basis of any project changes resulting from bidders' questions.

#### 2.3 Review and Evaluate Bids

Olsson will attend the virtual bid opening. All bids properly received will be reviewed. Any inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will distribute the bid tabulation to all bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

#### 2.4 Conform Documents

Conformed copies of the contract documents, including all insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that

all procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Approved copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for all decisions concerning the work.

### **Construction Services (Time and Materials)**

- 3.1 Perform construction staking services for the Client based on the plans prepared by Olsson.
- 3.2 Perform construction administrative services including communication with the Contractor and Client personnel, site visits to verify construction activities, attendance at site meeting, review of the Contractor's invoices, Contractor requests for information response, and submittal review.

Client review packages will be provided at 60% and 90% submittals.

Survey, easements, land acquisition, and design work downstream of the padmount switches are not included in the design scope. If deemed necessary in detail design, Olsson will provide separate proposal for those services.

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

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

### **SCHEDULE FOR OLSSON'S SERVICES**

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

Anticipated Design Start Date:	October 21, 2024
Anticipated Design Completion Date:	March 21, 2024

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

### **COMPENSATION**

**Lump Sum Plus Reimbursable Expenses (LS)**

Client shall pay to Olsson for the performance of the Design and Bidding Scope of Services a lump sum of One Hundred Seventy-Eight Thousand dollars (\$178,000) plus reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

**Time and Materials – Billing Rate: Billing will be based on an hourly fee using a Labor Billing Rate Schedule (TM)**

Client shall pay to Olsson for the performance of the Construction Services Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Should client request work in addition to the scope of services or if any delays result, not the fault of Olsson or any subcontractor acting on behalf of Olsson, client shall be invoiced at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client’s prior written and verbal approval.

**TERMS AND CONDITIONS OF SERVICE**

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

Client’s designated Project Representative shall be City Administrator or Electric Superintendent.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON, INC.**

By   
Jeremy Calloway, PE

By   
Erik Eihusen, PE

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

**City of Seward, NE**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

Attachments  
2024 Energy Labor Billing Rate Schedule  
Reimbursable Expense Schedule



## 2024 ENERGY BILLING RATES

<u>Description</u>	<u>Range</u>
Market Leader	\$275 - \$375
Sector Leader	\$260 - \$335
Lead Engineer	\$225 - \$335
Discipline Expert	\$260 - \$335
Senior Team Leader	\$225 - \$335
Group Leader	\$165 - \$290
Senior Engineer	\$155 - \$230
Project Manager	\$135 - \$260
Associate Project Manager	\$120 - \$190
Client Manager	\$245 - \$300
Project Engineer	\$145 - \$210
Engineer	\$135 - \$200
Associate Engineer	\$110 - \$145
Assistant Engineer	\$100 - \$140
Design Technical Manager	\$130 - \$210
Design Manager	\$130 - \$200
Design Associate	\$105 - \$145
Senior Tech	\$ 85 - \$120
Associate Tech	\$ 70 - \$100
Assistant Tech	\$ 60 - \$ 95
Junior Technician Level 1	\$ 55 - \$ 75
Junior Technician Level 2	\$ 65 - \$ 95
Junior Technician Level 3	\$ 75 - \$110
Senior Administrative Coordinator	\$ 75 - \$110
Administrative Coordinator	\$ 60 - \$ 90

**Note:**

1. Special Services not included in the above categories will be provided on a Special Labor Rate Schedule. Special rates include but are not limited to Power Delivery, Survey, Field Operations, Special Inspection, Construction Observation, Geotechnical, Non-Destructive Testing, Drilling, Executive Staff.
2. Rates are subject to change based upon updates to Billing Rates for the upcoming year.

\*Not inclusive of all services. Refer to Note 1.



## REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<b><u>Classification</u></b>	<b><u>Cost</u></b>
Automobiles (Personal Vehicle)	\$0.67/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

\*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).



8. Consideration of an Amendment to the Professional Services Agreement with Olsson, Inc., Approved May 7, 2024, for Services Related to Water/Wastewater SCADA Phase I Upgrades in the Amount of \$30,740 - City Engineer Oneby



## **LETTER AGREEMENT AMENDMENT #1**

Date: October 15, 2024

This AMENDMENT (“Amendment”) shall amend and become a part of the Letter Agreement for Professional Services dated April 29, 2024 between the City of Seward, Nebraska (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services for the following Project (the “Agreement”):

### **PROJECT DESCRIPTION AND LOCATION**

Project is located at: Seward, Nebraska

Project Description: Water and Wastewater Treatment Plant SCADA Upgrade Phase 1

### **SCOPE OF SERVICES**

Client and Olsson hereby agree that Olsson’s Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

#### **TASK 1. PROJECT ADMINISTRATION AND COORDINATION**

1. No additional scope required.

#### **TASK 2. HARDWARE/SOFTWARE**

1. Water Treatment Plant (WTP)
  - a. Operator Interface Terminal (OIT) Panel
  - b. Ignition Edge Software
  - c. Ixon VPN Cellular Capability Upgrade
2. Wastewater Treatment Plant (WWTP)
  - a. Operator Interface Terminal (OIT) Panel
  - b. Ignition Edge Software
  - c. Ixon VPN Cellular Capability Upgrade
3. Additional PLC Modules
  - a. Allen Bradley 1756-OF8
  - b. Allen Bradley 1492-AIFM

#### **TASK 3. SCADA SYSTEM DEVELOPMENT**

1. Water Treatment Plant (WTP)
  - a. OIT Graphics Development & Installation

- 2. Wastewater Treatment Plant (WWTP)
  - a. OIT Graphics Development & Installation
- 3. Redundant Cellular Programming/Configuration

**COMPENSATION**

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

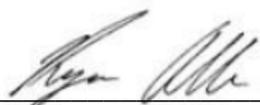
Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed Thirty Thousand, Seven Hundred Forty Dollars (\$30,740).

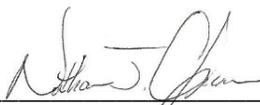
**TERMS AND CONDITIONS OF SERVICE**

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

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

**OLSSON, INC.**

By   
Ryan Allen, PE, Project Manager

By   
Nathan Chapman, PE, Group Leader

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

**CITY OF SEWARD, NEBRASKA**

By \_\_\_\_\_  
Signature

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

9. Consideration of a Resolution Authorizing the Mayor to Sign and Designate City Engineer Oneby as City Street Superintendent for Purposes of the Annual Year-End NDOT Certification - City Administrator Butcher

**Do not recreate or revise this document.** Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2024.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2024.** **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT *(the forms and meeting minutes)* in a separate file for future reference.

**RESOLUTION**  
**SIGNING OF THE**  
**YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT**  
**2024**

Resolution No. 2024-34

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

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

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

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

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, Nebraska.  
(Date) (Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Attest:

\_\_\_\_\_  
(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2024. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2024. RECORD KEEPING: NDOT recommends that the municipality keep a copy of everything you send to NDOT (the forms and meeting minutes) in a separate file for future reference.

### Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2024

Separate forms may be needed to account for the entire year, see (3) below

This Form Covers the Following Period: January (Month), 2024 to December (Month), 2024

\*(1)(a) The municipality of Seward (Print name of City or Village) certifies that: Michael Oneby (Print name of Superintendent as it appears on license card if applicable) was the appointed City Street Superintendent during the above period. IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.

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

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

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

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

(d) the above listed individual also served as (Check all boxes that apply) city engineer  village engineer  public works director  city manager  city administrator  street commissioner

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- \_\_\_\_\_ and Class of License \_\_\_\_\_, and/or \_\_\_\_\_ (A or B)

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- 17257

(2) \_\_\_\_\_

Signature of Mayor  Village Board Chairperson   
(Check one box)

\*(3) If during the calendar year your municipality (a) did not have an appointed City Street Superintendent for any portion(s) of the year; or (b) had one or more appointed City Street Superintendent(s) that were not licensed for any portion(s) of the year; or (c) had one or more appointed licensed City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. Copy this form as needed to account for these separate periods.

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

(5) Failure to return by December 31, 2024, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2024 to:

Highway Local Liaison Coordinator  
Boards-Liaison Services Section  
Local Assistance Division  
Nebraska Department of Transportation  
PO Box 94759  
Lincoln NE 68509-4759

10. Consideration of a Resolution to Establish a Bond Amount for Issuance of a Junk Dealer License as per Chapter 271 of City Code - City Administrator Butcher

## Derek Bargmann

---

**From:** Mark Suhr <MSuhr@suhrlichty.com>  
**Sent:** Wednesday, October 16, 2024 11:54 AM  
**To:** Derek Bargmann  
**Cc:** Greg Butcher  
**Subject:** RE: Advice on Bond Amount - City of Seward

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Typically, junk dealer bond amounts range from \$2,000 to \$10,000, Salvage Dealers \$1,000 to \$50,000 depending on the jurisdiction.

Some cities or states may require higher amounts if the dealer is handling larger transactions or operating on a wider scale.

I would suggest at least \$5,000 when looking at what the cost would be to the city if the dealer abandoned the junk or fall out of compliance.

Here are some examples of amounts and forms

Junk Dealer Bonds

[https://suhrlichty.propeller.insure/axelerator-public/#do=show+widget+page&name=public+home&one\\_search\\_search=junk](https://suhrlichty.propeller.insure/axelerator-public/#do=show+widget+page&name=public+home&one_search_search=junk)

Salvage Dealer

[https://suhrlichty.propeller.insure/axelerator-public/#do=show+widget+page&name=public+home&one\\_search\\_search=salvage](https://suhrlichty.propeller.insure/axelerator-public/#do=show+widget+page&name=public+home&one_search_search=salvage)

We look forward to serving you with this and all your insurance needs.

Click on one of these links to find out more about the insurance products we offer.

[Home](#), [Auto](#), [Umbrella](#), [Farm](#), [Crop](#), [Life](#), [Health](#), [Disability](#), [Medicare](#), [Travel](#), [Event](#), [Next](#), [etc.](#)

[...](#)



Mark A Suhr CIC, PIA

**RESOLUTION NO. 2024-35**

WHEREAS, the City Council of the City of Seward, Nebraska may affix a bond amount for a license to keep, conduct, or operate a junk business, junkyard, or the storage of iron as per Chapter 271 of Seward Municipal Code, and

WHEREAS, it is deemed advisable by resolution to establish and a bond amount for such a license;

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

The amount charged as a bond for the issuance of a license to keep, conduct, or operate a junk business, junkyard, or the storage of iron shall henceforth be and are hereby set as follows to be in full force and effect on and after November 5, 2024:

<u>Description</u>	<u>Bond Amount</u>
Bond amount for issuance of a license to operate junk business, junk yard or storage of iron	\$5,000.00

The Mayor declared the resolution adopted.

Dated: November 5, 2024

THE CITY OF SEWARD, NEBRASKA

ATTEST:

\_\_\_\_\_  
Joshua Eickmeier, Mayor

\_\_\_\_\_  
Derek Bargmann, City Clerk

(SEAL)



P.O. Box 38, 537 Main Street, Seward, Nebraska 68434. Phone: 402-643-2928. Fax: 402-643-6491. www.CityofSewardNE.gov

**ANNUAL JUNK DEALER PERMIT**

Application is hereby made to the City of Seward, Nebraska for a license to keep, conduct, or operate a junk business or junkyard in accordance with the Municipal Code of the City by:

APPLICANT'S NAME BUSINESS NAME TELEPHONE NO.

APPLICANT'S ADDRESS CITY STATE ZIP

BUSINESS ADDRESS (IF DIFFERENT) NAME(S) OF OWNER (IF DIFFERENT)

LOCATION OF JUNK BUSINESS/JUNKYARD AT ADDRESS—ATTACH MAP IF POSSIBLE

**DESCRIPTION OF BUSINESS SOUGHT TO BE ENGAGED IN**

The undersigned attests in accordance with Seward Municipal Code the following will be adhered to:

- Payment to the City of the applicable fee for Junk and Junk Dealers permit (§271-1.3B)
  - A. Resolution 2023-7 (passed 6/6/23) established an annual fee of \$500.00.
- Restrictions for storage (§271-1.5):
  - A. No combustible or inflammable material shall be accumulated or assembled in piles or otherwise unless completely enclosed by fireproof sheds or buildings.
  - B. No accumulations, piles, or heaps of iron, wood, or other junk, as herein defined, shall be permitted upon said lot or parcel of land unless the same is within a building.
  - C. No junk emitting any offensive smells or odors shall be allowed or permitted on said premises.
  - D. The lot and premises upon which said junkyard or junk shop is located must at all times be kept in a neat, clean, sightly and sanitary condition and all unsightly views kept from the public.
  - E. No automobile bodies, frames or chassis shall be kept on said premises unless the same are stored in a building.
- Allowance for license shall be subject to review by the City's Zoning Administrator, in accordance with the City's Use Matrix (§410, Attachment 1)

SIGNATURE OF APPLICANT DATE

**BOND MUST BE FILED WITH THE CITY CLERK IN THE SUM OF \$5,000.00**

Dated: \_\_\_\_\_ Bonding Company: \_\_\_\_\_

Zoning Administrator approval: \_\_\_\_\_ Date \_\_\_\_\_

Date approved by City Council: \_\_\_\_\_

Date of license expiration: \_\_\_\_\_ (SEAL) CITY CLERK

## Chapter 271

### JUNK AND JUNK DEALERS

ARTICLE I		§ 271-1.3.	Application for license; fee and bond; issuance; term; revocation.
Licensing and Regulation			
§ 271-1.1.	Terms defined; applicability.	§ 271-1.4.	Record of purchases.
§ 271-1.2.	License required.	§ 271-1.5.	Storage restrictions.
		§ 271-1.6.	Violations and penalties.

**[HISTORY: Adopted by the City Council of the City of Seward as Ch. 10, Art. 6, of the 1976 Code. Amendments noted where applicable.]**

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#### GENERAL REFERENCES

Nuisances — See Ch. 284.

Solid waste — See Ch. 335.

Offenses — See Ch. 290.

Abandoned and wrecked vehicles — See Ch. 377.

Peddling and soliciting — See Ch. 303.

ARTICLE I  
**Licensing and Regulation**

**§ 271-1.1. Terms defined; applicability.**

Any person engaged in the business or occupation of exchanging, handling or storing scrap paper, bottles, rags, iron or junk, the dismantling or taking apart of automobiles, other than for repair, or the wrecking of automobiles, the storage of automobiles unfit for operation, or automobiles or parts thereof kept for storage, or the storage and accumulation of scrap from automobiles, or other sources, shall be construed and considered the storing of iron or junk, or the operation of a junk business, or junkyard within the meaning of this article, and shall be subject to the provisions thereof.

**§ 271-1.2. License required.**

It shall be unlawful for any person to keep, conduct or operate within this City a junk business, or junkyard or to store iron and junk as defined in this article, without first obtaining from the Mayor and Council a license therefor in the manner hereinafter provided.

**§ 271-1.3. Application for license; fee and bond; issuance; term; revocation.**

- A. Any person desiring to obtain a license for the keeping, conducting and operating within the City of a junk business or junkyard or the storage of iron or junk shall make application in writing to the Mayor and Council for such license. The application shall particularly describe the location of the proposed business and shall set out the names of the owners thereof. Said application shall be filed with the Clerk and action shall be taken thereon either at a special meeting or at the next regular meeting of the Council. The Mayor and Council may grant or reject said application as the majority thereof shall decide.
- B. The application shall be accompanied by a license fee as set from time to time by the City Council, which shall be payable to the City. If the license is granted, the Clerk shall issue the same under the Seal of the City; and the license shall recite the name of the applicant, the date issued, the character of business sought to be engaged in, the location thereof, the owners thereof; and the same shall terminate at the end of the fiscal year during which it is granted or issued and shall not be assignable. As a condition precedent to the granting of said license, the applicant shall execute and file with the City a bond in an amount set from time to time by the City Council, with one or more sufficient sureties, to be approved by the Clerk, conditioned for the faithful performance and observance of this article and regulations of this City respecting such business; provided, further, that if the holder of the license shall violate the provisions of this article or the regulations made by the City respecting such business, said bond shall be forfeited and the City shall be entitled to recover the amount of the bond, and the license shall be revoked. Any license issued under this article may be revoked by the Mayor and Council whenever the licensee shall violate the provisions of this article. All licenses shall be taken out at the beginning of each fiscal year and shall be good only until the end of the fiscal year.<sup>1</sup>

**§ 271-1.4. Record of purchases.<sup>2</sup>**

Every person engaged in the business of operating a junkyard, operating a junk business, or the storing of iron or junk shall at all times keep a record of purchases, and shall enter in a book the name of the person from whom said junk was purchased, his or her signature, date of birth and driver's license number

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1. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).

2. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).

or other means of identification, the date of the purchase thereof, the amount paid, the address of the seller, the identification and signature of the clerk or agent for the business who handled the transaction, and a full and accurate description of the article purchased, including any manufacturer's identifying insignia or serial number. This record shall be legibly written in ink in the English language and shall at all times be open to inspection to any police or other peace officer. (Neb. RS 69-204)

**§ 271-1.5. Storage restrictions.**

It shall be unlawful in the operation of a junk business or junkyard or the storing of iron or junk to use any lot or parcel of land for the purpose of storing, piling or accumulating junk within the City unless the following conditions are fully complied with by said licensee:

- A. No combustible or inflammable material shall be accumulated or assembled in piles or otherwise unless completely enclosed by fireproof sheds or buildings.
- B. No accumulations, piles or heaps of iron, wood or other junk, as herein defined, shall be permitted upon said lot or parcel of land unless the same is within a building.
- C. No junk emitting any offensive smells or odors shall be allowed or permitted on said premises.
- D. The lot and premises upon which said junkyard or junk shop is located must at all times be kept in a neat, clean, sightly and sanitary condition and all unsightly views kept from the public.
- E. No automobile bodies, frames or chassis shall be kept on said premises unless the same are stored in a building.

**§ 271-1.6. Violations and penalties.<sup>3</sup>**

In addition to any other provisions in this article, any person who violates the prohibitions or provisions of this article shall be deemed guilty of a violation. The penalty for such violation shall be an amount not to exceed \$500 for any one offense, recoverable with costs, and in default of said payment the offender shall stand committed to the County Jail until such fine and costs are paid. Each period of 24 hours during or on which a violation occurs or continues shall be deemed a separate offense.

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3. Editor's Note: Added at time of adoption of Code (see Ch. 1, General Provisions, Art. I).

11. Consideration of a Land Lease with Dari Processing, LLC, within the Commercial Rail Campus Development Area, Legally Described as 'A Portion of Outlot E, Seward Rail Campus PUD First Addition, Located in the SE 1/4 Section 29, T11N, R3E of the 6th P.M., Seward County, Nebraska' - City Administrator Butcher

## LAND LEASE

This Land Lease (“**Lease**”) is effective November 1, 2024 (the “**Effective Date**”), by and between City of Seward, Nebraska (“**Lessor**”) and Dari Processing, LLC, a Nebraska limited liability company, or its assigns (“**Lessee**”).

### RECITALS

A. Lessor owns that certain real property located in Seward County, Nebraska and legally described on the attached Exhibit A (the “**Property**”).

B. Lessee is desirous of developing a dairy processing facility on the Premises (the “**Project**”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “**Premises**”) to Lessee for that purpose.

C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

#### ARTICLE I. Premises

##### Section 1.1 General

(a) **Lease of Premises for Dairy Processing Facility Development.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, for the purpose of site testing for future development and use of a Dairy Processing facility, including but not limited to monitoring, testing, excavating, conditioning the soil, and evaluating the Premises for suitable ground work for the activities related to the production of dairy processing (hereinafter “**Site Preparation**”). Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for dairy processing purposes. For purposes of this Lease, “dairy processing purposes” means monitoring, testing, excavating, conditioning the soil, and evaluating the ground work on the Premises, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the monitoring, testing, excavating, conditioning the soil, evaluating the ground and removal of Site Preparation. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Site Preparation before making its final decisions as to the Site Preparation on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Site Preparation upon the Premises during the term of this Lease.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property (1) for ingress to and egress from Site Preparation (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises. Such use shall not interfere with Lessee's use of the Premises.

(e) Notwithstanding any provision to the contrary, Lessee reserves the right to reduce the size of the Premises, at any time during the Term, to that amount of acreage needed for the installation of the Site Preparation, as described herein, to be selected and further identified with an amended description and site plan, at a future date, all at Lessee's sole discretion. Upon Lessee's exercise of its right to reduce the size of the Premises, all reference to Premises in this Lease shall refer to the Premises as modified by the amended Site Plan, if any. Lessee will re-record the Memorandum of the Lease to reflect the corrected legal description of the Property.

## **ARTICLE II. Lease Term**

### **Section 2.1 Rental Term; Renewal Terms**

(a) Lessee's rights under this Lease continue throughout the term of this Lease (the "Term"). Lessee is hereby granted an irrevocable License and shall be entitled to enter on the Property for the purpose of conducting ground assessments and other studies, environmental assessments, title and ownership assessments, archeological, architectural and cultural studies, transmission studies, surveys, endangered/threatened species, geotechnical studies (including the extraction of soil samples), construction analysis, planning, permitting, and other activities reasonably related to pre-construction development of Site Preparation and Lessor shall cooperate with Lessee with respect to all such activities. All data and other information derived from such activities shall be and remain the sole and exclusive property of Lessee. During the Term, Lessee shall have the exclusive right to assess the Property for dairy processing facility development, and Lessor shall not solicit, encourage, negotiate or enter into any agreement with any other party with respect to the development, construction, ownership, operation or maintenance of Site Preparation or other commercial operation for the purpose of dairy processing on the Property. Lessor shall reasonably cooperate with Lessee in attempting to cure any title defects and shall amend this Option Agreement to correct any erroneous legal descriptions. Lessor hereby authorizes Lessee, its successors and/or assignees to act as its agent and on its behalf in applying to any public agency for land use entitlements or permits necessary or convenient for the evaluation and advance planning of construction, operation and maintenance of Site Preparation on the Property, including but not limited to, general plan amendments, specific plans, zone changes, tentative and final surveys and maps, conditional use permits, variances, rights of way, or any kind of environmental permit, as well as grading permits, foundation permits, building permits, storm water drainage permits, driveway entrance permits or similar construction permits, or tax-incentive or tax-abatement program approvals. Lessor shall cooperate with Lessee in Lessee's efforts to effectuate the permitting of the Property for construction and development of the Site Preparation, including, but not limited to, execution and return of any required documentation to Lessee within ten (10) business days of receipt without additional remuneration to do so; provided, however, all costs and

expenses that may be incurred by or assessed to Lessor, directly or indirectly, with respect to permitting the Property shall be paid, or reimbursed to Lessor, by Lessee. Lessor further authorizes the County of Seward, Nebraska, Lessee, and its agents, consultants and employees, after giving timely notice by telephone, to enter the Property for the purpose of making inspections necessary or convenient to the issuance of land use entitlements or permits for the construction, operation, and maintenance of solar energy producing facilities on the Property.

(b) This Lease is effective as of November 1, 2024, and continues for an Initial Term of six (6) months ending on April 30, 2025, unless sooner terminated as otherwise provided within the Lease.

(c) Lessee shall have the right, at its option, to further extend the Term on a month-to-month basis not to exceed six (6) months (each, a “**Renewal Term**”). To exercise an option to extend the term of this Lease for a Renewal Term, Lessee must deliver both a written extension notice to Lessor and an extension payment in the amount of One Dollar (\$1.00) prior to the expiration of the Extended Term or the applicable Renewal Term, as the case may be. Lessee must deliver the written notice and the extension payment in the amount and in the manner set forth above to exercise effectively its options to extend the term of this Lease for any Renewal Term. This Lease shall continue during each Renewal Term on the same terms and conditions applicable during the Extended Term, except as specifically provided herein. If Lessee fails to effectively exercise an option to renew the term hereof, this Lease shall terminate and Lessee shall have no further options or rights to renew or extend the Term hereof.

## **Section 2.2 Termination of Lease**

The occurrence of any of the following events shall terminate this Lease:

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of both parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or
- (d) At the option of Lessee, thirty (30) days after Lessee’s execution and delivery of written notice of termination to Lessor (as to the entire Property, or any part thereof at Lessee’s option), in Lessee’s sole and absolute discretion; or
- (e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or
- (f) Pursuant to applicable law.

### **Section 2.3 Part of a Larger Project**

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger dairy processing project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project.

## **ARTICLE III. Payments and Taxes**

### **Section 3.1 Rent**

During the term of this Lease, Lessee agrees to pay to Lessor One Dollar (\$1.00) as Base Rent.

### **Section 3.2 Taxes, Assessments and Utilities**

(a) Lessor shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Lessor and located on the Premises. Subject to Section 3.3 (c), if Lessor shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Rent otherwise due to Lessor from Lessee.

(b) Lessee shall pay all personal property taxes and assessments levied against the Site Preparation when due. If the Premises experiences any increase in the amount of real property taxes assessed as a result of the installation of the Site Preparation on the Premises, including any reclassification of the Premises, Lessee shall pay or reimburse Lessor an amount equal to the increase no later than ten (10) days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Site Preparation or Lessee on the Premises.

### **Section 3.3 Crop Damage and Compaction**

(a) The parties anticipate and acknowledge that Lessor or Lessor's renters may suffer damage to crops, tile, fences, and other property or improvements on the Premises during Lessee's construction, installation and maintenance of Site Preparation on the Premises. Lessee shall reimburse Lessor for any such damages within thirty (30) days after determining the extent of damage. Notwithstanding any provision to the contrary, Lessor acknowledges and agrees that it shall not be allowed to rent, lease, or otherwise allow crop tenants to grow crops on the Premises during a calendar year if, by December 1st prior to such calendar year when crop tenants are disallowed, Lessee provides Lessor with written notice stating that Lessee intends to construct the Project in the following year (the "Development Notice").

(b) Crop damages will be calculated by the following formula:  $\text{Price} \times \text{Yield} \times \text{Percentage of Damage} \times \text{Acreage} = \text{Crop Damages}$ . Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop. Yield will be the average of the next previous two (2) years' yields of the same crop as the damaged crop, according to Lessor's records, as received from and certified by Lessor, for the smallest parcel of land that includes the damaged area. For purposes of the foregoing, "Lessor's records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines. If Lessor does not have yield records available, the Lessor will use FSA records for the county in which the Premises is located (or other commonly used yield information available for the area) for the smallest parcel of land which includes the damaged area. The parties hereto shall try in good faith to agree to the extent of damage and acreage affected. If the parties hereto cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent.

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Lessor or Lessor's renters any loss of income, rent, business opportunities, profits or other losses arising out of Lessor's inability to grow crops or otherwise use the portion of the Premises occupied by Site Preparation.

### **ARTICLE IV. Lessee's Covenants**

Lessee covenants, represents and warrants to Lessor as follows:

#### **Section 4.1 Mechanic's Liens**

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any dairy processing facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor's interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor's interest in the Premises being forfeited. Lessee agrees to provide for ultimate removal before it affects Lessor's rights on the Premises.

## **Section 4.2 Permits and Laws**

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Site Preparation, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expense in advance.

## **Section 4.3 Decommissioning and Land Improvement**

Upon termination of this Lease, Lessee shall remove all improvements to the Property and shall re-condition the soils in the area formerly occupied by the improvements to substantially the same physical condition that existed immediately before the construction of the improvements.

## **Section 4.4 Insurance**

Lessee shall obtain and maintain in force policies of insurance covering the Site Preparation and Lessee's activities on the Premises at all times during the Term, including specifically comprehensive general liability insurance with a minimum combined occurrence and annual limitation of two million dollars, for the period prior to commencement. Such insurance coverage for the Site Preparation and Premises may be provided as part of a blanket policy that covers other Site Preparation or properties as well. Any such policies shall name Lessor as an additional insured and shall provide for 30 days prior written notice to Lessor of any cancellation or material change. Lessee shall provide Lessor with copies of certificates of insurance evidencing this coverage upon request by Lessor. Policies shall provide coverage for any costs of defense or related fees incurred by Lessor. Lessee shall also reimburse Lessor for any increase in Lessor's insurance premiums relating to the Premises, to the extent that such increase is directly caused by the installation of the Site Preparation or Lessee's operations on the Premises.

## **Section 4.5 Hold Harmless.**

Each party (the "**Indemnifying Party**") agrees to defend, indemnify and hold harmless the other party and the other party's officers, directors, employees, representatives, mortgagees and agents (collectively the "**Indemnified Party**") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out

of (i) any operations or activities of the Indemnifying Party on the Property (including, as to Lessor, any operations or activities conducted on the Property by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by the gross negligence, willful misconduct, or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

#### **Section 4.6 Community Development Block Grant**

For and in consideration of the use of the Property, Lessee promises to indemnify, defend, and hold the Lessor harmless from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs, and/or expenses of any kind or nature, including legal fees and expenses for expert witnesses and consultants, arising out of, or in any way connected with, the use of the Property. This indemnification shall survive to the end of the term of any use and any extensions thereof and shall inure to the benefit of the Lessor, its successors, and assigns. Lessee agrees that it will not make any other use of the Property other than for purposes stated above.

### **ARTICLE V. Lessor Covenants**

Lessor covenants, represents and warrants to Lessee as follows:

#### **Section 5.1 Title and Authority**

Except to the extent otherwise stated in this Lease, Lessor is the sole Lessor of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Lease, Lessor shall, at Lessor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

#### **Section 5.2 Cooperation to Eliminate Lien Interference**

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to

Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Site Preparation at no cost or expense to Lessor. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Property are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Site Preparation to be installed or constructed on the Property or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders.

### **Section 5.3 Quiet Enjoyment**

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Site Preparation.

### **Section 5.4 Exclusivity**

Lessee shall have the exclusive right to use the Premises for commercial dairy processing testing purposes. For purposes of this Lease, "commercial dairy processing testing purposes" means evaluating, testing, excavating, and building the dirt on the Premises, together with any and all activities related thereto.

### **Section 5.5 Maintenance of the Premises**

Lessee will maintain the Premises to the extent not occupied by Site Preparation and shall be responsible for maintaining the Premises which are occupied by the Site Preparation as set forth in the Site Plan.

### **Section 5.6 Hazardous Materials**

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and is in full compliance with all applicable laws. Lessor

represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

The Lessor acknowledges and agrees that when the Lessee takes an action that is contemplated by this Lease, including the acquisition of a leasehold and easement interests contemplated herein and the installation of the Site Preparation, such actions will not associate the Lessee with any existing release or threatened release of existing contamination on the Premises or Easement Area as of the Effective Date, so long as the Lessee takes such actions in accordance with the terms and conditions of this Lease.

## **ARTICLE VI. Condemnation**

### **Section 6.1 Effect of Condemnation**

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Site Preparation on the Premises, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Site Preparation which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

### **Section 6.2 Condemnation Proceeds**

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Site Preparation or the loss of any such Site Preparation or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

## **ARTICLE VII. Default/Termination**

### **Section 7.1 Events of Default**

Each of the following shall constitute a "Event of Default" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) any failure by Lessee to pay any undisputed amounts due under Article III if the failure to pay continues for thirty (30) days after written notice from Lessor;
- (ii) any other breach of this Lease by either party which continues for thirty (30) days after written notice of default from the nondefaulting party or, if the cure will take

longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time, but not more than ninety (90) days.

**Section 7.2 Surrender**

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor.

**Section 7.3 Damages**

Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Lessor agrees that Lessee shall have the right to seek specific enforcement of this Lease. In that event, Lessor agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee.

**ARTICLE VIII. Miscellaneous**

**Section 8.1 Notice**

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: Greg Butcher, City Administrator  
City of Seward  
P.O. Box 38  
537 Main Street  
Seward, NE 68434

To Lessee: Dari Processing, LLC  
2670 Road D  
Rising City, Nebraska 68658  
Attention: Brett Rusher

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

With a copy to: Donald H. Bowman  
Bowman & Krieger Law  
1045 Lincoln Mall Suite 100  
Lincoln, NE 68508

### **Section 8.2 Relationship of the Parties; No Third Party Beneficiaries**

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

### **Section 8.3 Entire Agreement**

It is mutually understood and agreed that this Lease constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both parties.

### **Section 8.4 Legal Matters.**

(a) This Lease is made in Nebraska and shall be governed by the laws of the State of Nebraska. This instrument is exempt from the Nebraska Documentary Stamp Tax, as provided by section 76-902. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a state court located in Nebraska.

(b) Notwithstanding anything to the contrary in this Lease, neither party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE

OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

### **Section 8.5 Cooperation**

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

### **Section 8.6 Waiver**

Neither party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

### **Section 8.7 Force Majeure**

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided. Unanticipated Project costs do not constitute a Force Majeure event.

### **Section 8.8 Confidentiality**

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Agreement. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Agreement.

Neither party will use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 10.8 shall survive the termination or expiration of this Lease.

### **Section 8.9 Tax Credits**

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

### **Section 8.10 Severability**

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

### **Section 8.11 Counterparts**

This Lease may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

### **Section 8.12 Relationship of Parties**

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

### **Section 8.13 Multiple Lessors**

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in Ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

**IN WITNESS WHEREOF**, the undersigned have caused this instrument to be executed as of the Effective Date.

**The remainder of this page is intentionally blank.**

**LESSEE SIGNATURE PAGE**

**LESSEE**

Dari Processing, LLC

By: \_\_\_\_\_

Name:

Title:

STATE OF NEBRASKA    )  
                                  )  
COUNTY OF SEWARD    )        ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of October, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of Dari Processing, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public

**LESSOR SIGNATURE PAGE**

City of Seward, Nebraska

By: \_\_\_\_\_  
Joshua Eickmeier, Mayor

STATE OF NEBRASKA    )  
                                  )  
COUNTY OF SEWARD    )    ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of October, 2024,  
by Joshua Eickmeier, Mayor of the City of Seward, Seller.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

**Tax Parcel No.:**

**The parcel contains \_\_\_\_\_ acres.**



12. Update on the Wellness Center - Executive Director Brase  
**CITY ADMINISTRATOR'S REPORT**

## CITY ADMINISTRATORS REPORT – 11/5/24

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 6<sup>th</sup> and North Ave) and Highway 15 Reconstruction (construction).
- Water Tower project underway, continuing to monitor concrete pours, paint coat issues have led to substantial delays. Painting will likely resume in Spring 2025.
- Reviewed additional DTR closeout items and worked with applicants on needed documents.
- Working with Wellness Center Executive Director Brase on numerous items and follow ups, construction meeting held.
- Reviewed needed items for the Wellness Center Shovel Ready Grant with Shane Baack.
- Worked with Kelly Hoffschneider to work on a number of real estate items related to the Rail Campus, tower leases, and related legal matters.
- Met with the Fire Chief elect to prepare for appointment and annual report.
- Civic Center construction. Finalized a number of change order requests. Met with Commission construction Committee to review plans and funding for updated south entrance. Reviewed issues related to sprinkler system.
- Attended finance meeting with SPS and CUNE to discuss baseball/softball fields plans.
- Attended League of Nebraska Municipalities third legislative meeting in Lincoln.
- Off for numerous hours due to continued back issues, attended Physical Therapy.
- Finalized employee goals and gave feedback for upcoming 6 month performance period.
- Met with Schemmer on the trail project progress and working on BNSF crossing issue with both Staplehurst and Ulysses.
- Conducted LB 840 meeting to approve loan to Squire Wards LLC for RUE 6 buildout and Pasta Barn expansions.
- Discussed High Voltage (HV) rate study with J.K. Energy Consulting.
- Reviewed lead service water line inventory information with Water Superintendent.
- Met with appointee for Planning and Zoning Commission to answer questions.
- Attended NPPD Customer Meeting in York, continue to discuss upcoming contracts.
- Met with the Neb. National Guard Museum on needs and planning.
- September and Year End Financial Review with Finance Director.
- Wellness Center Construction Meeting.
- Met with Brad Slaughter (Northland) regarding bonding opportunities along with Finance Director.
- Provided advisement for Wellness Center Childcare Director interviews.
- Assisted with a number of items related to City Recreational Basketball Programming. Handed out jerseys on Sundays for girls teams.
- Reviewed alternative trail routes with Jana Hughes.

### **Police Department**

- Defensive Tactics training 10/28 & 10/29.
- Decommission CSO pickup.

### **City Clerk/Human Resources/City Hall**

- Targets: Collecting revised goals and scored targets.
- Pump House Station Improvements: Extension request by end of the week.
- Current open positions: Child Care Director (interviews), Admin. Assistant (review apps on 11/15).

### **Water/Wastewater Department**

- Should finish abandonment this week at North Avenue Water Main.
- Monthly Tower Meeting 10/30.
- Soil Surcharge Project Contractor Meeting 10/29.

### **Parks and Rec/Cemetery/Golf/Pool**

- Mayor's Fun Run 11/3.

- Working on concrete behind field 2.
- Bandshell has a kids costume party on 10/29.

#### **Civic Center**

- Civic Center Update: Drywall will be starting downstairs this week. Finishing up tearing things out downstairs under the ramp area so plumbers can get in, then they can get started on the ramp.

#### **Electric Department**

- Replace pole on 14<sup>th</sup> St.
- Trim trees.
- Work on streetlights.

#### **Street Department**

- Push up burn pile.
- Tree work.
- Sign replacement.

#### **Library**

- 10/28: Décor Days fundraiser continues.
- 10/29 & 10/30: Children's morning programs and after school programs.
- 10/31: No line dancing due to Halloween.
- 11/1: Just for Fun Fridays.

#### **Building Inspection/Planning Department**

- Hughes Bros. will have plans after Thanksgiving, construction anticipated beginning spring 2025. Dirt work will begin fall/winter 2024.
- Seward Apts. Update: Building 1 is well under construction, third floor framing has been completed and roof system this week.
- 937 Elm St. Update: Openings secured from entry. Deed was filed and now owned by Alan Bergantel. Planning to demolish the home.

#### **Engineering**

- No report.

#### **Finance Dept.**

- Shut off Monday, Oct. 28.
- Payroll week.
- Claims.

#### **Seward Wellness Center**

- Site Update: 1-Floor moisture tests continue. Delivery and install to next week. 2-Continued drywall finishes. 3-Finish mechanical room framing. Prep and pouring of pool deck continues. 4-Continued drywall finish and painting. 5-Continued work on exterior front entryway. Sprinkler install begins this week. Well could be drilled anytime in the next month.
- 10/29 – SWC weekly planning meeting.
- 10/30 – Interviews begin for Childcare Director.

**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**

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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

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Date