

CITY OF SEWARD
City Council
Regular Meeting
Agenda

Tuesday, February 18, 2020 7:00 PM

Municipal Building Council Chambers

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, February 18, 2020, in Municipal Building Council Chambers 142 North 7th St, Seward, NE 68434, which meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

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

ROLL CALL

MINUTES

1. Draft Minutes of February 4, 2020 - City Clerk Otte

CONSENT AGENDA

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

PUBLIC HEARINGS

1. Public Hearing - 7:00 p.m. - Updates to the City of Seward's Community Development Block Grant (CDBG) Economic Development Plan - Trey Ertmer, SENDD
 - A. Resolution Adopting a Community Development Block Grant (CDBG) Economic Development Plan
2. Public Hearing - 7:00 p.m. - Use of \$17,161.38 of Community Development Block Grant - Economic Development Program Income Reuse Loan Fund (CDBG-EDLF) Funding for Financing Under the Approved Economic Development Plan for the City of Seward, Nebraska for Use of Program Income of a Prior Community Development Block Grant for Economic Development - Trey Ertmer, SENDD
 - A. Resolution Approving the Use of Community Development Block Grant (CDBG) Program Income Funds in the amount of \$17,161.38 from the Economic Development Loan Fund (EDLF) Under the Approved Economic Development Plan for the Kosmicki Koch Associates, LLC, dba Cafe on the Square Project
3. Public Hearing - 7:00 p.m. - Use of \$127,000 of Community Development Block Grant - Economic Development Program Income Reuse Loan Fund (CDBG-EDLF) Funding for Financing Under the Approved Economic Development Plan for the City of Seward, Nebraska for Use of Program Income of a Prior Community Development Block Grant for Economic Development - Trey Ertmer, SENDD
 - A. Resolution Approving the Use of Community Development Block Grant (CDBG) Program Income Funds in the amount of \$127,000 from the Economic Development Loan Fund (EDLF) Under the Approved Economic Development Plan for the Bottle Rocket Brewing, LLC, dba Bottle Rocket Brewing Company Project
4. Enter into a Memorandum of Understanding (MOU) Between the Nonprofit Development Organization (NDO) Southeast Nebraska Development, Inc.(NDO), and the City of Seward - Trey Ertmer, SENDD

ADMINISTRATIVE ITEMS

1. Presentation and Acceptance of Seward Memorial Library Annual Report - Library Director Baker
2. Resolution Awarding Bid for Karol Kay Blvd, Bader-Hillcrest Federal Aid City Project URB-6763(1) to ME Collins Contracting Company, Inc in the Amount of \$804,428.36 and Approving Plans and Specifications Used in the Nebraska Department of Transportation Bidding Process - City Administrator Butcher
3. Resolution Approving Professional Services Agreement for Construction Engineering With JEO Consulting Group, Karol Kay Blvd, Bader-Hillcrest, NDOT Project URB-6763(1) - City Administrator Butcher
4. Award Bid for 6th Street Water Main Improvements Project - City Administrator Butcher
5. Award Bid for 2020 Asphalt Overlay Improvements Project - City Administrator Butcher
6. Ordinance Amending the Municipal Code, Chapter 290 Offenses, Article 8 Obstructions, to Add Requirements and Set Penalties for Placing Snow in the Street Right-of-Way
7. Discuss Claims Presented for Mailbox Damage Following Snow Removal From Streets - City Administrator Butcher

REPORTS

1. City Administrator's Report - City Administrator Butcher
**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE
ACTION
ANNOUNCEMENT OF UPCOMING EVENTS
MOTION TO ADJOURN**

**6th Street Water Main Improvements
Seward, Nebraska**

				GENERAL EXCAVATING CO. LINCOLN, NE		K2 CONSTRUCTION LINCOLN, NE	
	ITEM	UNIT	QTY.	Unit Price	Extension	Unit Price	Extension
BASE BID							
1	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 69,000.00	\$ 69,000.00
2	Seeding & Mulching	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 20,000.00	\$ 20,000.00
3	Traffic Control	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 70,000.00	\$ 70,000.00
4	Sprinkler System Repair	LS	1	\$ 5,800.00	\$ 5,800.00	\$ 5,400.00	\$ 5,400.00
5	Lanscaping Restoration	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 675.00	\$ 675.00
6	Remove Pavement	SY	1,010	\$ 15.00	\$ 15,150.00	\$ 35.00	\$ 35,350.00
7	Remove Sidewalk	SF	3,750	\$ 1.50	\$ 5,625.00	\$ 1.00	\$ 3,750.00
8	Remove Driveway Pavement	SY	53	\$ 15.00	\$ 795.00	\$ 35.00	\$ 1,855.00
9	8" Subgrade Preparation	SY	53	\$ 9.00	\$ 477.00	\$ 10.00	\$ 530.00
10	12" Subgrade Preparation	SY	1,010	\$ 9.00	\$ 9,090.00	\$ 10.00	\$ 10,100.00
11	Build 12" PCC Pavement	SY	285	\$ 86.00	\$ 24,510.00	\$ 112.00	\$ 31,920.00
12	Build 8" PCC Pavement	SY	725	\$ 67.00	\$ 48,575.00	\$ 75.80	\$ 54,955.00
13	Build 5" PCC Sidewalk	SF	4,130	\$ 7.50	\$ 30,975.00	\$ 6.30	\$ 26,019.00
14	Build 6" PCC Driveway	SY	53	\$ 65.00	\$ 3,445.00	\$ 67.00	\$ 3,551.00
15	Remove Existing Fire Hydrant & Valve	EA	5	\$ 350.00	\$ 1,750.00	\$ 575.00	\$ 2,875.00
16	Build 12" Tee	EA	4	\$ 400.00	\$ 1,600.00	\$ 715.00	\$ 2,860.00
17	Build 12" Gate Valve	EA	5	\$ 400.00	\$ 2,000.00	\$ 270.00	\$ 1,350.00
18	Build 12" x 8" Reducer	EA	2	\$ 150.00	\$ 300.00	\$ 380.00	\$ 760.00
19	Build 12" Plug	EA	1	\$ 200.00	\$ 200.00	\$ 35.00	\$ 35.00
20	Build 12" x 6" Reducer	EA	1	\$ 150.00	\$ 150.00	\$ 360.00	\$ 360.00
21	Build 8" Tee	EA	3	\$ 350.00	\$ 1,050.00	\$ 450.00	\$ 1,350.00
22	Build 8" Gate Valve	EA	6	\$ 350.00	\$ 2,100.00	\$ 270.00	\$ 1,620.00
23	Build 8" Plug	EA	1	\$ 175.00	\$ 175.00	\$ 35.00	\$ 35.00
24	Build 8" 11.25 Bend	EA	4	\$ 250.00	\$ 1,000.00	\$ 335.00	\$ 1,340.00
25	Build 8" x 6" Reducer	EA	1	\$ 150.00	\$ 150.00	\$ 165.00	\$ 165.00
26	Build 8" x 4" Reducer	EA	1	\$ 150.00	\$ 150.00	\$ 300.00	\$ 300.00
27	Build 8" x 3" Reducer	EA	1	\$ 150.00	\$ 150.00	\$ 300.00	\$ 300.00
28	Build 6" 90 Bend	EA	2	\$ 200.00	\$ 400.00	\$ 365.00	\$ 730.00
29	Build 6" Plug	EA	2	\$ 100.00	\$ 200.00	\$ 140.00	\$ 280.00
30	Build 4" Tee	EA	1	\$ 150.00	\$ 150.00	\$ 350.00	\$ 350.00
31	Build 4" Gate Valve	EA	1	\$ 150.00	\$ 150.00	\$ 270.00	\$ 270.00
32	Build 4" Plug	EA	1	\$ 60.00	\$ 60.00	\$ 35.00	\$ 35.00
33	Build 3" Gate Valve	EA	1	\$ 100.00	\$ 100.00	\$ 270.00	\$ 270.00
34	8" PVC C900 Certa Lok RJ Water Main - Bored in place	LF	2250	\$ 48.00	\$ 108,000.00	\$ 50.00	\$ 112,500.00
35	12" PVC C900 Certa Lok RJ Water Main - Bored in place	LF	235	\$ 65.00	\$ 15,275.00	\$ 100.00	\$ 23,500.00
36	12" PVC C900 Certa Lok RJ Water Main in 18" Steel Casing - Bored in place	LF	67	\$ 300.00	\$ 20,100.00	\$ 405.00	\$ 27,135.00
37	12" PVC C900 Water Main	LF	353	\$ 65.00	\$ 22,945.00	\$ 100.00	\$ 35,300.00
38	8" PVC C900 Water Main	LF	639	\$ 48.00	\$ 30,672.00	\$ 50.00	\$ 31,950.00
39	6" PVC C900 Water Main	LF	10	\$ 40.00	\$ 400.00	\$ 50.00	\$ 500.00
40	Connect to Existing Main	EA	5	\$ 2,000.00	\$ 10,000.00	\$ 2,300.00	\$ 11,500.00
41	Abandon Existing Water Main	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 1,300.00	\$ 3,900.00
42	Fire Hydrant Assembly, Type II, L=5.5'	EA	6	\$ 850.00	\$ 5,100.00	\$ 4,500.00	\$ 27,000.00
43	Fire Hydrant Assembly, Type IV, L=5.5'	EA	1	\$ 850.00	\$ 850.00	\$ 4,500.00	\$ 4,500.00
44	Fire Hydrant Assembly, Type V, L=5.5'	EA	1	\$ 850.00	\$ 850.00	\$ 4,500.00	\$ 4,500.00
45	Install 1" Corp. & Saddle	EA	70	\$ 350.00	\$ 24,500.00	\$ 335.00	\$ 23,450.00
46	Install 1" Curb Stop & Box	EA	15	\$ 200.00	\$ 3,000.00	\$ 420.00	\$ 6,300.00
47	Install 1" PE Water Service Pipe	LF	800	\$ 30.00	\$ 24,000.00	\$ 20.00	\$ 16,000.00
48	Connect to Existing Service Pipe	EA	70	\$ 200.00	\$ 14,000.00	\$ 600.00	\$ 42,000.00
TOTAL BASE BID				\$	475,469.00	\$	718,425.00

**MEMORANDUM**

TO: Chief Elected Official
FROM: Steve Charleston, CDBG Program Manager
DATE: December 20, 2019
RE: Community Development Block Grant (CDBG) Program Income Account
Housing and Economic Development Program Income
Program Income Due Diligence – Action Required

The Department of Economic Development (DED) issues this reminder of the federal and state requirements of Community Development Block Grant (CDBG) Program Income held in your local account(s). DED records indicate you have an account containing CDBG Program Income (PI) and/or Revolving Loan Funds (RLF). **DED issues this letter as a courtesy reminder regarding your responsibility** to keep those funds from being deemed held in an idle account. This notice follows the August 15, 2019 issuance of CDBG Policy Memo 19-03, the Notice of Program Income letter related to submission of 2019 CDBG Application(s), where applicable; and direct email correspondence issued in November 2019 from Tom Stephens to your local contact and/or the certified administrator of record.

As you are aware, although the funds are held in local account(s), **these funds are subject to federal CDBG rules and regulations**. In effort to mitigate risk and liability for all parties, DED instituted a policy requiring local governments to return idle account funds to the state by June 30, 2020. To assist local governments in using existing program income, DED established a process for repurposing those funds into an activity other than what generated it.

Through the repurposing process, it may be possible for you to redirect these locally held CDBG resources on-hand to address locally-identified community betterment projects. Your attention to this matter is critical; **if action is not already underway or taken soon, you may be required to return the CDBG program income funds to DED.**

For more information, refer to CDBG Administration Manual Chapter 8 – Program Income and DED Policy Memo 19-03: *CDBG Program Income and Revolving Loan Fund Updates, including Technical Assistance and Guidance for Re-purposing, Definition of an Idle Account, and Repayment Instructions*. These two resources, other policy memos, technical assistance materials, and other such items are available for download on DED's CDBG (Grant Administration) webpage, <https://opportunity.nebraska.gov/cdbg>.

If you would like additional information on how to repurpose program income, please contact Tom Stephens or Nick Dropinski at (800) 426-6505 or by email at tom.stephens@nebraska.gov/nick.dropinski@nebraska.gov.

Sincerely,

Steve Charleston
CDBG Program Manager
Housing and Community Development Division

Copies (email): Local Contact; Certified Administrator
@DED→Nick Dropinski; Tom Stephens; file(s)

**SOUTHEAST NEBRASKA DEVELOPMENT, INC. (SEND, Inc.)
NON-PROFIT DEVELOPMENT ORGANIZATION (NDO)
ECONOMIC DEVELOPMENT PLAN FOR USE OF NDO PROCEEDS**

PART I: TYPE OF PLAN

A. REGIONAL

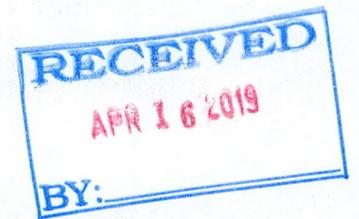
The Southeast Nebraska Development Inc., (SEND, Inc.) NDO Regional Revolving Loan Fund (SEND, Inc. -RLF) must be used within the 15-county service area of SEND, Inc.

Seward	Saunders	Cass	Johnson	Otoe
Pawnee	Richardson	Nemaha	Thayer	Jefferson
Saline	Fillmore	Gage	York	Polk

PART II: GOALS AND OBJECTIVES

A. LOCAL OBJECTIVES

1. Provide financing for start-up and existing businesses that cannot obtain sufficient conventional financing or to attract new businesses within the SEND, Inc. service area
2. Provide financing to construct or rehabilitate single-family housing or market rate multi-family housing which is designed to address a housing shortage that impairs the ability to attract new businesses or impairs the ability of existing businesses to recruit new employees within the SEND, Inc. service area
3. To create and retain jobs principally for low-to-moderate income persons
4. To diversify the region's economy by assisting businesses which are not presently in the region
5. To encourage the redevelopment of vacant or blighted buildings and land
6. To promote entrepreneurship and new business development
7. To stop "leakage" of dollars from leaving the region
8. To provide necessary public infrastructure to business and industry
9. Help businesses and industry with job training costs



PART III: ELEMENTS OF THE PLAN

A. ELIGIBLE BUSINESSES

1. Manufacturing assembling, fabricating or processing of tangible personal property
2. Storing, warehousing, distributing, transporting, or selling of tangible personal property
3. Conducting research, development, or testing for scientific, agricultural, animal husbandry, food product, or industrial purposes
4. Performing data processing, telecommunications, insurance, or financial services
5. Transportation, retail, service and tourism that are for profit and/or not for profit
6. Any business that derives its principal source of income from the construction or rehabilitation of workforce intended housing
7. The administrative management of any activities, including headquarter facilities relating to such activities

B. ELIGIBLE ACTIVITIES

Eligible activities, for which loan funds may be used, shall be limited to:

1. Acquisition of land and buildings

2. Construction or renovation of real estate either leased or owned
3. Acquisition of machinery, equipment, property or services
4. Providing funds for the purpose of guarantying loans for any of such purposes
5. Working Capital
6. Equity Investment
7. Job Training costs
8. Public Infrastructure (streets, water, sewer, electrical) necessary to accommodate businesses
9. Any business that derives its principal source of income from the construction or rehabilitation of workforce intended housing
10. Miscellaneous activities that continue to support economic development as approved by the board

C. TYPES, AMOUNTS AND TERMS OF ASSISTANCE

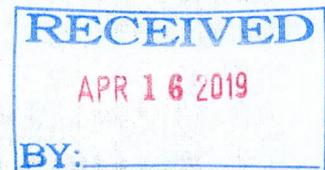
Assistance shall only be provided when other sources of funds under like terms are not otherwise available. Funds will be provided in the least amount necessary when used with other sources and in accordance with the other restrictions contained in this plan to make the project feasible. Funding will be based on job creation/retention criteria.

The amount of assistance for any single application shall not exceed the amount of funds available or expected to be available to the SEND, Inc. RLF at the time of approval of the application; provided that the SEND, Inc. RLF shall only be obligated for funds actually available on the date of the approval.

For direct loans involving bank participation, no application shall provide more than fifty (50%) percent of the cost of fixed assets to be purchased and/or working capital including interim financing (required by the project). Micro loan applications up to \$35,000 with no bank participation may provide 100% of the funds needed to successfully complete the project. In either case, applicant must provide equity injection and evidence of the ability to participate. The minimum participation amounts shall be equal to ten (10%) percent of the total project cost for projects including expansion of an existing business (existing at least three years) or twenty (20%) percent of the total project cost of a start-up business (to be created or existing less than three years). In the event such funds are used to guarantee a loan no equity participation shall be required of applicant, but applicant shall endeavor to provide as much equity for such purpose as is possible. The application shall state the proposed terms of the loan. However, SEND, Inc. reserves the right to negotiate the amount, the interest rate and term of the loan with the applicant. Generally, interest rates shall not be less than ½ prime rate in the Wall Street Journal, or three (3%) percent.

Terms of the loan are dependent upon the type of financing provided and in no case shall be the term exceed useful life of assets finances. Standards for terms shall be:

1. Working capital – up to 3 years
2. Machinery and equipment – up to 7 years.
3. Land and buildings – up to 15 years.



It should be noted that the above guidelines are established as a reference standard and may be amended or waiver on a case-by-case basis, depending on the impact the business may have on the economy.

All applicants of approved projects shall provide adequate assurances that the project will be started and completed. Security for loans will include but will not be limited to a promissory note, mortgage or deed of trust, security agreement, assignment of life insurance and personal and/or corporate guarantees, as appropriate. The security may be in a subordinate position to the primary (participating) lender in the project. The collateral pledged by the business must adequately secure the amount of funding provided by the NDO on the project. Personal assets may be considered if there are not sufficient assets available to be pledged by the business.

PART IV: APPLICATION AND REVIEW PROCESS

A. APPLICATION PROCESS

Businesses may obtain an application from the SEND, Inc. office during normal business hours or via the website www.sendd.org. Completed applications are to be submitted to the SEND, Inc. NDO Program Administrator. Applications will be reviewed in the order in which they are received. When considering multiple projects, priority will be given to projects in which other sources of funds under like terms are not otherwise available.

B. REVIEW AND APPROVAL PROCESS

SEND, Inc. staff shall be responsible for preparing loan applications for Southeast RLF Committee review. This can include 1) meet with the applicant, if necessary, 2) request additional information, if necessary, 3) determine that the activities are eligible as required in this plan and by other federal and state requirements, 4) consider and make recommendations for changes to the original application, and 5) present the loan request to the Southeast RLF Committee.

C. REVIEW AND APPROVAL PROCESS

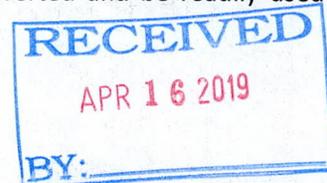
SEND, Inc. will utilize a Southeast RLF Committee as their advisory body. The Southeast RLF Committee shall 1) meet with the applicant, if necessary, 2) accept additional information, 3) accept recommendations from the SEND, Inc. NDO Program Administrator, 4) Consider and make recommendations for changes to the original application, and 5) determine that the activities are eligible as required in this plan and by other federal and state requirements.

Once an application is reviewed, The SEND, Inc. Board of Directors shall receive a recommendation from the Southeast RLF Committee. With the information provided the SEND, Inc. Board of Directors will make final determination on the project. The SEND, Inc. Board of Directors will have responsibility of ratifying all decisions made by the RLF Committee.

PART V: PROGRAM FUND AND REPAYMENTS

SEND, Inc. shall deposit all repayments from loans approved prior to and after the adoption of this plan and other program income into its revolving loan fund accounts. These accounts shall be interest bearing accounts. The amount of money in this account shall be no larger than the amount insured by the FDIC, FSLIC or approved pledges securities. SEND, Inc. may also invest funds from the fund in secured instruments, as provided by law that can be converted and be readily used for approved applications.

PART VI: PROGRAM ADMINISTRATION



SEND, Inc. will serve as administrator of this fund and charges for such services shall be paid for entirely or in part with the funds provided by this plan. SEND, Inc. will charge administration fees on a cost reimbursement basis, not to exceed 8%.

PART VII: PRIORITY RANKING SYSTEM

Priority will be given to activities that are described as eligible activities under this plan. Priority will also be given toward the following 1) Industrial Job Creation and Job Retention, 2) Back Office/Service Operations targeting job creation/job retention, 3) Workforce housing development that addresses housing shortages or enhances the ability to attract new businesses or to recruit new employees, 4) Retail Business, 5) Public Works Infrastructure to support Industrial, Service, Commercial, and Retail.

PART VIII: CONFLICT OF INTEREST CLAUSE

Regarding any members of the SEND, Inc. Board of Directors, Southeast RLF Committee, or SENDD staff involved with administration of this Non Profit Development Organization, confidential business information may be shared from time to time so that with these individuals in order to participate in discussions regarding applications for economic development assistance. These individuals will be required to acknowledge an obligation to disclose for the public record any personal and/or professional financial interest(s) in the project which is the subject of an application for economic development assistance. Further, they must acknowledge that anyone who makes such a disclosure shall not participate in discussion and review of the application, nor shall this individual vote on any recommendation, nor approve of any further negotiations or recommendations regarding the application.

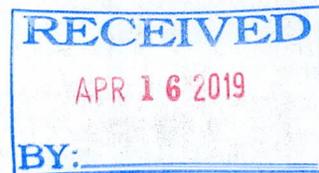
PART IX: GRIEVANCE PROCEDURES

In the event that any applicant feels he or she is aggrieved by any decision of the NDO process, he or she may file a grievance with the President of SEND, Inc., 2100 Fletcher Ave, Ste. 100, Lincoln, NE 68521 within thirty (30) days of notification of a funding decision.

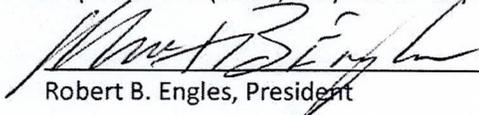
PART VII: PLAN AMENDMENTS

SEND, Inc. may consider amendments to this plan at any time provided that prior to making any changes to this plan, the Southeast RLF Committee, SEND, Inc. staff and any other persons as may be designated by SEND, Inc. shall consider any proposed changes and make a recommendation to the SEND, Inc. Board of Directors for their consideration. Changes shall be adopted by resolution and approved by the State of Nebraska Department of Economic Development.

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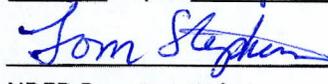


This plan is hereby approved by action of the Board of Directors of Southeast Nebraska Development Inc. (SEND, Inc.) this 9th day of April, 2019.



Robert B. Engles, President

This reuse plan is hereby approved by the Nebraska Department of Economic Development (NDED) this 16th day of April, 2019.



NDED Representative

TOM STEPHENS, FINANCIAL PKGR, NDED

RECEIVED
APR 16 2019
BY: _____

**NOTICE OF PUBLIC HEARING AND
NOTICE OF INTENT TO USE CDBG-ECONOMIC DEVELOPMENT PROGRAM INCOME
REUSE LOAN FINANCING IN SEWARD, NEBRASKA**

NOTICE IS HEREBY GIVEN that on Tuesday, February 18, 2020, at 7:00 P.M., in the Municipal Building, 142 N 7th Street, Seward, Nebraska, the City Council will hold a **Public Hearing** concerning the use of \$17,161.38 of Community Development Block Grant – Economic Development Program Income Reuse Loan Fund (CDBG-EDLF) funding for financing under the approved Economic Development Plan for the City of Seward, Nebraska for use of Program Income of a Prior Community Development Block Grant for Economic Development.

If approved by the City Council of Seward, Nebraska, the funds will be provided to “Kosmicki Koch Associates, LLC” dba Café on the Square, as a “Reuse Loan” to assist with the purchase and installation of a new water heater and HVAC units for their business located at 101 6th Street. All of the CDBG EDLF “Reuse Loan” funds will be used for activities that will meet the CDBG national objective of benefiting low-to-moderate income persons.

For the City of Seward CDBG EDLF “Reuse Loan” the business will be required to create 0.50 full time equivalent (FTE) job positions as a result of this performance based financing. The CDBG EDLF funded activities are unlikely to result in the residential displacement of people, and should such displacement occur it will be minimized and resolved pursuant to the City of Seward’s anti-displacement and relocation plans.

All interested persons are invited to attend the public hearing at which time you will have an opportunity to be heard regarding the proposed use of Community Development Block Grant – Economic Development Loan Fund (CDBG-EDLF) funds. Documentation concerning the project proposal for consideration and recommendation from the Seward CDBG EDRLF Application Review Committee will be available for review during regular working hours at the Seward Clerk’s office. Written and oral testimony will also be accepted at the public hearing. Written comments may be addressed to the City Clerk, City Hall, 537 Main Street, Seward, NE, 68434 and will also be accepted by mail if postmarked on or before Friday, February 14, 2020.

Individuals requiring physical or sensory accommodations, including interpreter service, braille, large print or recorded materials, please contact: Bonnie Otte, City Clerk, City Hall, 537 Main Street, Seward, NE, 68434, (402) 643-2927, no later than 12:00 noon, on Friday, February 14, 2020. Accommodations will be made for persons with disabilities and non-English speaking individuals provided that one business days’ notice is received by the City of Seward.

Order Agreement No.	BK2005
Master Agreement No.	BK1806
Effective (NTP) Date	
Task Order Amount	SRC \$152,095.02

ON-CALL CONSTRUCTION ENGINEERING SERVICES TASK ORDER AGREEMENT LPA PROJECTS

CITY OF SEWARD
JEO CONSULTING GROUP
PROJECT NO. URB-6763(1)
CONTROL NO. 13161
SEWARD KAROL KAY BLVD., BADER-HILLCREST

THIS AGREEMENT is between the CITY OF SEWARD ("LPA") and JEO CONSULTING GROUP ("Consultant"); collectively referred to as the "Parties".

WHEREAS, Consultant entered into an On-Call Professional Services Master Agreement No. BK1806 "Master Agreement, with the Nebraska Department of Transportation ("State") wherein Consultant agreed to provide Construction Engineering services ("Services") for future Federal-aid transportation projects when selected by LPA or State, and

WHEREAS, plans, special provisions, and standard specifications are being completed for the letting and construction of a federal-aid transportation related project, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. URB-6763(1) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated _____ day of _____, 20____, attached as Exhibit "C" and incorporated herein by this reference, and

WHEREAS, LPA, or State on LPA's behalf, selected Consultant to provide professional services for the project identified as Project No. URB-6763(1) and

WHEREAS, the Parties wish to enter into a task order agreement ("Task Order"), to provide for the completion of the Services for the project for which Consultant has been selected, and

WHEREAS, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>, and

WHEREAS, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

WHEREAS, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

WHEREAS, Consultant's primary contact for State's project is State's Project Coordinator.

WHEREAS, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

NOW THEREFORE, in consideration of these facts, Consultant and State agree as follows:

SECTION 1. CONTACT INFORMATION

Contact information, for the convenience of the Parties, is as follows:

- 1.1 Consultant Project Manager
 - Firm Name JEO Consulting Group
 - Address 2700 Fletcher Ave., Lincoln, NE 68504
 - Project Manager's Name Julie Ogden
 - Project Manager's Phone 402-443-7483

- 1.2 Subconsultant Project Manager
 - Firm Name Terracon Consulting
 - Address 3220 N 20th St. Suite #3, Lincoln, NE 68521
 - Project Manager's Name Russell Wilson
 - Project Manager's Phone 402-466-3911

- 1.3 State Project Coordinator
 - Name Nicole Taylor
 - Phone Number 402-479-3859

- 1.4 LPA PL
 - Name Terry Wicht
 - Phone Number 402-643-3170

- 1.5 State Agreements Specialist
 - Name Dawn Knott
 - Phone Number 402-479-4414

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES

- 2.1 State, on behalf of LPA, is authorized to issue Consultant a written Notice-to-Proceed upon 1) full execution of this Task Order, 2) State's determination, on LPA's behalf, that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Task Order is acceptable for federal funding eligibility.
- 2.2 As provided in Section 8 of the program agreement between State and LPA for this project, State, on behalf of LPA, may issue an early notice to proceed when necessary upon determination that federal funding approval has been obtained for the project.
- 2.3 In the event that prior to the Effective Date of this Task Order, Consultant is issued a Notice-to-Proceed and Consultant began work, Consultant will be paid for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of the Task Order.
- 2.4 Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid.
- 2.5 Consultant shall complete all the Services under this Task Order within 60 calendar days from the construction completion date stated on the DR Form 91 "Notification of Contract Completion." Consultant shall invoice the work within 105 calendar days of the construction completion date. The completion of the construction of this project is

estimated to be November 30, 2020 and is subject to change. State's Construction Division Project Coordinator must approve any exception to this deadline. If justification is approved, a time extension will be granted. Any costs incurred by Consultant after the completion deadline will not be eligible for federal funding reimbursement.

SECTION 3. DURATION OF THE TASK ORDER (Matches Construction Project Lifespan.)

- 3.1 Effective Date – This Task Order is effective when executed by the Parties.
- 3.2 Expiration Date -- This Task Order expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.
- 3.3 Duration of the Task Order – This Task Order duration is from the Effective Date to the Expiration Date. The Task Order duration is "specified" under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.
- 3.4 Identifying Date – This Task Order may be identified by the date LPA signed the Task Order.
- 3.5 Termination or Suspension -- LPA, or State on LPA's behalf, reserves the right to terminate or suspend this Task Order at any time for any of the reasons provided herein.

SECTION 4. TASK ORDER SCOPE OF SERVICES (CE)

- 4.1 Upon receiving a written notice to proceed from State, on behalf of LPA, Consultant must complete the Services in accordance with all federal-aid reimbursement requirements and conditions. The entire Scope of Services for this Task Order includes SECTION 5. SCOPE OF SERVICES of the Master Agreement, and the Scope of Services as set out in Exhibit "A", attached and incorporated herein by this reference. This Task Order Scope of Services will govern over any contrary language in the Scope of Services of the Master Agreement.
- 4.2 The Scope of Services in Exhibit "A" is the result of the following process:
 - 4.2.1 Consultant was provided the detailed proposed Scope of Services for this project
 - 4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document.
 - 4.2.3 Consultant participated in a review of the proposed Scope of Services and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "A".
- 4.3 Exhibit "A" sets out the Services reasonably necessary for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents and "the Manuals" (as defined in the Basic Scope of Services set out in the Master Agreement), State and Federal law, rule or regulation and policy.
- 4.4 Upon receiving a written notice to proceed from State on behalf of LPA, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.
- 4.5 Additional Requirements:
 - 4.5.1 Consultant shall advise the LPA, or State on behalf of LPA, when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.

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- 4.5.2 Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.
- 4.5.3 Consultant shall be present at the project site or available locally beginning on the date specified in the notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours' notice, at any prior date when contract work begins or when materials are delivered to the project that need to be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents.
- 4.5.4 Consultant shall promptly review and approve or reject all construction work on the project, with the right, but not the duty, for State and FHWA to review for compliance or funding eligibility.
- 4.5.5 Consultant shall submit to State, and to LPA if LPA is the primary point of contact, two copies weekly of all reports of field tests performed by Consultant. Consultant shall take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents. Additionally, Consultant shall promptly notify State, and LPA if LPA is the primary point of contact, of work that does not conform to the contract documents.
- 4.5.6 Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this Task Order.
- 4.5.7 Project time delays attributed solely to the Contractor will constitute a basis for a request for an equivalent extension of time for Consultant. The Parties agree that federal reimbursement of extra compensation must be approved in advance as described in Exhibit "B", attached and incorporated herein by this reference.
- 4.5.8 Consultant shall complete the sampling and testing type, method and frequency according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests (www.transportation.nebraska.gov), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, or State on behalf of LPA, provide its advice and request that LPA, or State on behalf of LPA, decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by State procedures must receive prior concurrence for use from State and FHWA.

- 4.5.9 Any person logging onto the NDOT network with a VPN Connection and logging onto SiteManager must log-in using only that person's credentials. Logging in using someone else's credentials is not allowed on a State or Local Federal-aid project.

SECTION 5. STAFFING PLAN (CE)

- 5.1 Consultant has provided LPA and State with a Staffing Plan, described in Exhibit "A" attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant who are anticipated to provide services under this Task Order. Consultant understands that LPA and State are relying on key personnel from

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

Consultant's Staffing Plan to be primarily responsible for completing the Services under this Task Order. LPA and State consider the Principals, Senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. While providing Services under this Task Order. During construction, Consultant may make occasional temporary changes to the key personnel. However, any permanent change to the key personnel will require prior written approval from LPA and State.

5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as provided in Exhibit "B", attached and incorporated herein by this reference.

SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS

6.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

6.2 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.

6.3 If Consultant is an individual or sole proprietorship, the following applies:

- a. Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Department of Transportation's website at <http://dot.nebraska.gov/media/2802/dr289.pdf>.
- b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 7. FEES AND PAYMENTS

- 7.1 Consultant's fee proposal is attached as Exhibit "A" attached and incorporated herein by this reference.
- 7.2 The general provisions concerning payment under this Task Order are set out on Exhibit "B".
- 10.3 For performance of the services as described in this Task Order, Consultant will be compensated based on **Specific Rates of Compensation** for actual work performed and direct non-labor expenses up to a maximum not-to-exceed amount of \$152,095.02 in accordance with Exhibit "B".

SECTION 8. SUSPENSION OR TERMINATION (CE Task Order, Unique)

8.1 Suspension or Termination

LPA, or State on LPA's behalf, has the absolute and exclusive right to suspend the work, or terminate this Task Order at any time and for any reason and such action on its part will in no event be deemed a breach of this Task Order by LPA, or State on LPA's behalf. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which this Task Order may be suspended or terminated:

- a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely or impossible to have sufficient funding for the Services or the project;
- b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason;
- c. Funding priorities of LPA, or State on LPA's behalf, have changed;
- d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order;
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties;
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf;
- g. Consultant has not made sufficient progress to assure that the Services are completed in a timely manner;
- h. Consultant fails to meet the standard of care applicable to the Services;
- i. Consultant fails to meet the performance requirements of this Task Order;
- j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order;
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity;
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications;

8.2.1 Suspension

- a. Suspension for Convenience. LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice

will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.

- b. Suspension for Cause. If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

8.3 Termination

If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

8.4 Compensation upon suspension or termination

If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, Consultant must be compensated in accordance with the provisions set out in Exhibit "B", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "B".

SECTION 9. SECTIONS INCORPORATED BY REFERENCE

LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of the On-Call Professional Services Master Agreement (BK1806) between the Nebraska Department of Transportation and Consultant, dated February 5, 2018 with one recurring change:

LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the

Master Agreement are incorporated herein by reference, it is understood that the State is

not a party to this Task Order and has no obligations or duties under this Task Order, except for its duties acting on behalf of LPA.

SECTION 10. CONSULTANT CERTIFICATIONS

10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief, the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

“LPA, or State on LPA’s behalf” should be substituted in for any reference in that section of the Master Agreement to “State” unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional service agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

SECTION 11. LPA CERTIFICATION

11.1 By signing this Task Order, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

11.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

Exhibit _____
SCOPE OF SERVICES
CONSTRUCTION ENGINEERING
for

Project Name: Seward Karol Kay Blvd., Bader to Hillcrest
Project Number: URB-6763(1)
Control Number: 13161

A. PROJECT DESCRIPTION

This scope provides for construction engineering services for Karol Kay Blvd., Bader to Hillcrest in Seward, Nebraska. The project consists of the following improvements: extension of Karol Kay Blvd of a new road on a new alignment, concrete pavement, grading, sidewalk, storm sewer and related work.

JEO Consulting Group Inc., (Consultant) shall serve as agent for City of Seward, (LPA), representing the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to administer, monitor, and inspect construction such that the project is constructed in conformity with the plans, specifications, and special provisions.

The Consultant shall inspect the Contractor's work to determine the progress and quality of work identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

B. APPLICABLE PUBLICATIONS

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
2. The ASTM Standards
3. NDOT Materials Sampling Guide
4. NDOT Construction Manual
5. NDOT Standard Specifications for Highway Construction
6. Project Plans
7. Contract Special Provisions
8. Manual on Uniform Traffic Control Devices (MUTCD) and NDOT's supplement to the MUTCD.
9. NDOT Final Review Manual
10. NDOT Standard Method of Tests for Laboratory and Field

C. LPA SHALL PROVIDE

The LPA, on an as needed basis, will furnish the following documents for the project.

1. Project description
2. Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of way (ROW) and easements, and LOC, if available
3. Two copies of the Plans and Special Provisions
4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOT website)
5. Survey Field Books with control points and benchmarks
6. NEPA Document
7. ~~Other~~

These documents may be provided in either paper or electronic format.

D. CONSULTANT SHALL PROVIDE

1. Project Management and Coordination. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA and/or NDOT; maintain project records; and perform other duties of the Project Manager as defined in the NDOT Standard Specifications for Highway Construction.
 - 1.1 Project Management activities shall include the following:
 - Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
 - Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
 - Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office.
 - Generate contractor's progress and final Estimates in Site Manager
 - Review Contractor's Construction Schedule
 - Coordinate with LPA and RC regarding all project activities.
 - Make entries of project data and diary information into Site Manager on a daily basis. Insure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.
2. Meetings. Project staff will meet with the LPA, the Contractor, and NDOT when requested by the State, and prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.
 - 2.1 Construction Inspection Planning Meeting - The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOT State Representative.
 - 2.2 Pre-Construction Meeting - Prepare the agenda, attend, and distribute meeting notes.
 - 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic (every other week) progress meetings with the LPA and/or NDOT personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately 6 meetings.
 - 2.4 ~~Public Meeting (If Required) – Assist the LPA with scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project.~~
 - 2.5 Assume 4 trips to the project site for meetings.
3. Traffic Control Plan. Consultant shall prepare a traffic control plan for the project site. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service (Owner will use checklist 12-72 to audit and document the Consultant's completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC).
 - 3.1 Prepare Traffic Control Plan in accordance to NDOT Standard Plans, MUTCD and the NDOT Supplement to the MUTCD. Sign and seal plans.
 - 3.2 ~~Review and approve Traffic Control Plan (If Completed by Contractor) for conformance to the Contract's Special Provisions.~~
 - 3.3 Submit Plans to the RC for their records.
4. SWPPP Inspections/Manual Updates. Consultant shall conduct inspections bi-weekly and after every 1/2" or greater rain event according to permit regulations. The Stormwater Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOT and/or LPA requirements.

- 4.1 Conduct **10** Inspections
 - 4.2 Update SWPPP Manual and Temporary Erosion Control Plan
 - 4.3 Assume **4** trips to the project site for SWPPP Inspections.
5. Construction Survey/Staking. The following tasks are required if the Consultant is providing Construction Surveying and Staking. This work shall be done in accordance with the NDOT Construction Manual.
- 5.1 Provide coordination of staking needs with Contractor.
 - 5.2 Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering.
 - 5.3 Stake limits of construction throughout project. Will be done with the slope staking item.
 - 5.4 Mark removals including pavement removal limits.
 - 5.5 Stake right-of-way and construction easements.
 - 5.6 Provide slope stakes for grading.
 - 5.7 Provide paving hubs.
 - 5.8 For structures storm sewer and pipe culverts, the consultant will provide grade stakes.
 - Provide cross-section for new culverts before providing a Culvert Order List to Contractor.
 - 5.9 ~~Stake fence relocation and guardrail.~~ Stake alignment/grades for sidewalk when not parallel to the roadway.
 - 5.10 Stake alignment of rock path and parking lot for park development.
 - 5.11 Stake silt fence.
 - 5.12 Verify existing tie-in elevations and locations and adjust new pavement grades to meet existing pavement.
 - 5.13 Assume **8** trips to the project site for construction survey/staking.

All items will be staked one time. Re-staking required for staking done incorrectly by the Consultant shall be completed at no additional cost to the LPA. Re-staking will be considered out-of-scope for all other causes (such as contractor damage, property owner removal, etc). Consultant will invoice the LPA for the re-staking. If re-staking is required because of the activities of the Contractor, the fee for re-staking will be withheld from Contractor payment.

6. Construction Consultation/Site Manager & Daily Work Report (DWR). Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager:

- 6.1 Construction Consultation
- 6.2 Site Manager & Daily Work Report (DWR)
 - Review and Enter Data into SiteManager
 - Maintain Project Field Diaries, Files, and Record data in SiteManager
 - Document and Review Daily Work Reports (DWRs)

7. Girder Shim Surveying. (Bridge Projects Only) The Designer (PE) shall determine the girder shim values, which are defined as the differences in elevation between the top of girder elevation and the top of slab elevation necessary at known points along the length of the girder during placement of the deck to result in the finished top of slab elevation to be correct after the girder has deflected under the weight of the slab.

- 7.1 Girder Shim Surveying
- Shim shots will be taken at the locations as determined by the designer.
 - Elevations and rod readings need to be recorded by Consultant and submitted to PE at the time the shim shots are taken.

8. Perform Bearing Calculations. If pile driving is required on the project, the Consultant shall perform bearing capacity calculations in accordance with the NDOT Construction Manual:

- 8.1 Perform Bearing Calculations

9. Construction Inspection. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred to in the NDOT Construction Manual as "Construction Technician)", "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

- 9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:
- Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance
 - Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
 - ~~Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments~~
 - The Consultant is required to create checklists to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOT personnel. (NDOT will use checklist 12-20 to document the audit of the Consultant.) The environmental check list is to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.)
 - NDOT will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOT will not conduct these surveys.
 - The Consultant will provide NDOT 30 days advance notice of the need for the initial T&E surveys so that NDOT personnel can be scheduled to perform this work.
 - Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.
 - Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOT Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
 - Consultant, since they are the design engineer of record, shall review shop drawings provided electronically by NDOT Construction Division. The reviewed document shall be returned to NDOT electronically as well. For this project the anticipated shop drawings to be review are:
 - ⊖ Culverts
 - ⊖ Permanent Traffic Control signs and posts
 - ⊖ Concrete mix design
 - ~~Shop drawing review is part of the scope of services for this construction engineering agreement. Consultant shall forward shop drawings to the NDOT for distribution.~~
 - Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOT and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOT for further processing.

- Communicate and coordinate plan revisions and change orders with the Designer.
 - Prepare a field checked culvert order list
 - ~~Prepare guardrail order list~~
 - Generate periodic progress estimates using SiteManager and forward to RC for further approval.
 - Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
 - ~~On bridge projects, the Inspector shall take periodic survey shots with the assistance of one of the Contractor's to ensure compliance with the plans. Locate permanent pavement markings~~
- 9.2 Measure, calculate, and document quantities of pay items
- 9.3 SiteManager & Daily Work Report (DWR): Keep all records and data up-to-date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.
- Review and Enter Data into SiteManager
 - Maintain Project Field Diaries, Files, and Record data in SiteManager
 - Document and Review Daily Work Reports (DWRs)
- 9.4 Assume **60** trips to the site for construction inspection

10. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOT Materials Sampling Guide section 28. All non-NDOT Laboratories shall be pre-qualified by NDOT's Materials and Research Division to conduct the testing they are contracted to perform.

NDOT SHALL PROVIDE:

Typical testing done by NDOT Materials and Research's Central lab (sampling and delivery for these materials is done by Consultant and submitted to NDOT):

- All Aggregate
 - Quality and Soundness acceptance testing
 - Gradation verification testing
- PG Binders & Emulsions
 - All required acceptance testing
- All Steel Products
 - All testing required for heat number pre-approval and acceptance testing
- Chemical Lab
 - All required source pre-approval and acceptance testing
- Smoothness
 - NDOT will run all 10% verification testing for projects with Smoothness
 - Specifications for pavement. NDOT will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge

CONSULTANT SHALL PROVIDE:

Work will be done by Subconsultant

(List of tests to be provided by NDOT)

- 10.1 Collect, verify, document and deliver all samples to testing lab
- 10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOT Materials and Research Central Lab.
- 10.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project – to be done by prime consultant
- 10.4 Unsuitable soils or subgrade discovered during construction the agreement will be supplemented to allow the Consultant to evaluate the soils and determine an appropriate method of stabilization.
- 10.5 Assume ___ trips to the project site for Material Sampling and Testing.

11. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOT Final Review Section.
 - 11.1 As-Built Drawings

12. Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOT State Representative to verify that corrective work identified on the punch list has been completed.
 - 12.1 Walkthrough of Site and Preparation of Punch List
 - 12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)

13. Project Closeout. Assist RC with compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:
 - 13.1 Project Closeout activities shall include the following:
 - Project Manager's Final Estimate
 - Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
 - Copy of Contractor's signed Concurrence/Non-Concurrence Letter
 - Memo of Major Item Review
 - Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
 - Borrow Site Memo
 - City Agreement Letter
 - Project Completion Memo - The Consultant's PM should perform this in an e-mail to the NDOT Rep with the required information – check with the NDOT Rep for this. The Consultant should ensure that the LPA RC sends a letter of Tentative Acceptance (per NDOT format) to the Contractor – send copies to the NDOT Rep.
 - Sign Deduction Memo (if required)
 - Material Review Memo
 - SiteManager PM Diary Report
 - SiteManager Contract Item Report for all Contract Items
 - All NDOT Spreadsheets and Workbooks used for Contract Item supportive documentation.
 - ~~All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)~~
 - Project Culvert Field Book with information per the NDOT Construction Manual
 - Signed and stamped As Built Plans (full size)
 - Copy of Evaluation(s) of Contractor
 - LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
 - Deliver Final Construction Records to LPA RC, including Form DR-299 - Project Construction Conformity Certification and ensure that the LPA RC completes the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOT State Representative for review)

E. SCHEDULE

1. Notice to Proceed: May 1, 2020
2. The Consultant shall provide a schedule of activities and deliverables upon award

Staffing Plan

Construction Engineering

Project Name: Seward Karol Kay Blvd., Bader-Hillicrest
 Consultant: JEO Consulting Group
 Consultant PM: Julie Ogden, 402.443.7483, jogden@jeo.com
 NDOT PC: Example: Jane Smith, 402-479-0001, jane.smith@neb.gov
 Date: January 20, 2020

Project Number: URB-6763(1)
 Control Number: 13161
NEBRASKA
 Good Life. Great Journey.
 DEPARTMENT OF TRANSPORTATION

#	Code	Classification	#	Code	Classification
1	PR	Principal	6	SCM	Survey Crew Member
2	PM	Project Manager	7	INS1	Inspector 1
3	ENG	Engineer	8	INS2	Inspector 2
4	DES	Designer/CADD Tech	9	ADM	Administrative
5	SCC	Survey Crew Chief	10	ES	Environmental Scientist

Financial Data	
Overhead Rate:	203.81%
Profit Rate:	11.80%
FCCM (if applies):	1.540%
Use latest available data	

STAFFING PLAN

Template: T-WB-Construction Engr Fee Proposal (rev.10-23-2019) SRC Multi-year

Employee Name	Job Title & Certifications	Current Actual Hourly Rate	% Assigned
Principal			
Project Manager			
Julie Ogden	Project Manager, PE	\$49.77	100%
Engineer			
Brent Ciecior	Project Engineer	\$35.58	70%
Scott Cowles	Project Engineer, PE	\$46.97	20%
Pat Byrd	Traffic Engineer, PTOE	\$55.29	10%
Designer/CADD Tech			
Quinten Jordan	Engineering Tech	\$41.92	100%
Survey Crew Chief			
Josh Borchers	Surveyor, LS	\$40.30	15%
Brian Foral	Surveyor, LS	\$47.63	10%
Marvin Svboda	Surveyor, LS	\$29.83	25%
Dean Fiala	Surveyor, LS	\$34.64	50%
Survey Crew Member			
Joey Gregg	Survey Tech	\$27.03	40%
Nick Frey	Survey Tech	\$24.24	40%
Aaron Hamilton	Survey Tech	\$24.24	20%
Inspector 1			
Brent Ciecior	Project Engineer	\$35.58	60%
Isaac Kreikemeier	Project Engineer	\$28.85	20%
Alexa Hazelton	Project Engineer	\$32.01	20%
Inspector 2			
Administrative			
Evelyn Jansa	Administration	\$27.53	50%
Deb Macovec	Accounting	\$41.19	50%
Environmental Scientist			
Sydney Abbot	scientist	\$20.00	75%
Miranda Hanson	scientist	\$26.52	15%
Jason Morovitz	Sr. Scientist	\$42.33	10%

SRC Billing Rates

Construction Engineering

Date: January 20, 2020

Consultant: JEO Consulting Group

SRC Billing Rates Calculated based on:

Overhead: 203.81%
 Profit Rate: 11.80%
 FCCM (if applies): 1.54%
 Salary Escalation Factor: 3.0%

Weighting:

Period 1: 95% NTP through: February 29, 2020
 Period 2: 5% Labor beginning: March 1, 2020
 Period 3: 100% Labor beginning: March 1, 2021
 Period 4: 100% Labor beginning: March 1, 2022
 % of work estimated during each period

SRC BILLING RATE per employee

New Employee Multiplier = **3.40**

Employee Name	Current Rate	SRC Billing Rate				% Assigned
		Period 1	Period 2	Period 3	Period 4	
Principal						
	Weighted Rate For Calculating Contract Max:					
Project Manager						
Julie Ogden	\$49.77 \$175.25	\$170.00	\$175.00	\$180.00		100%
Engineer						
Brent Ciecior	\$35.58	\$121.00	\$125.00	\$129.00		70%
Scott Cowles	\$46.97	\$160.00	\$165.00	\$170.00		20%
Pat Byrd	\$55.29	\$189.00	\$195.00	\$201.00		10%
	Weighted Rate For Calculating Contract Max:	\$140.22				
Designer/CADD Tech						
Quinten Jordan	\$41.92 \$147.20	\$143.00	\$147.00	\$151.00		100%
	Weighted Rate For Calculating Contract Max:					
Survey Crew Chief						
Josh Borchers	\$40.30	\$138.00	\$142.00	\$146.00		15%
Brian Foral	\$47.63	\$163.00	\$168.00	\$173.00		10%
Marvin Svoboda	\$29.83	\$102.00	\$105.00	\$108.00		25%
Dean Fiala	\$34.64	\$118.00	\$122.00	\$126.00		50%
	Weighted Rate For Calculating Contract Max:	\$125.54				
Survey Crew Member						
Joey Gregg	\$27.03	\$92.00	\$95.00	\$98.00		40%
Nick Frey	\$24.24	\$83.00	\$85.00	\$88.00		40%
Aaron Hamilton	\$24.24	\$83.00	\$85.00	\$88.00		20%
	Weighted Rate For Calculating Contract Max:	\$89.15				
Inspector 1						
Brent Ciecior	\$35.58	\$121.00	\$125.00	\$129.00		60%
Isaac Kreikemeier	\$28.85	\$98.00	\$101.00	\$104.00		20%
Alexa Hazelton	\$32.01	\$109.00	\$112.00	\$115.00		20%
	Weighted Rate For Calculating Contract Max:	\$117.78				
Inspector 2						
	Weighted Rate For Calculating Contract Max:					
Administrative						
Evelyn Jansa	\$27.53	\$94.00	\$97.00	\$100.00		50%
Deb Macovec	\$41.19	\$141.00	\$145.00	\$149.00		50%
	Weighted Rate For Calculating Contract Max:	\$121.18				
Environmental Scientist						
Sydney Abbot	\$20.00	\$68.00	\$70.00	\$72.00		75%
Miranda Hanson	\$26.52	\$90.00	\$93.00	\$96.00		15%
Jason Morovitz	\$42.33	\$144.00	\$148.00	\$152.00		10%
	Weighted Rate For Calculating Contract Max:	\$81.37				

Consultant's Estimate of Hours

Construction Engineering

Project Name: Seward Karol Kay Blvd., Bader-Hillcrest
 Consultant: JEO Consulting Group
 Consultant PM: Julie Ogden, 402.443.7483, jogden@jeo.com
 Project Number: URB-6763(1)
 Control Number: 13161

NDOT PC: _____
 Date: January 20, 2020

TASKS	PERSONNEL CLASSIFICATIONS											Total											
	PR	PM	ENG	DES	SCC	SCM	INS1	INS2	ADM	ES													
1. Project Management & Coordination																							
1.1 Project Management		45												8									53
		45												8									53
2. Meetings																							
2.1 Construction Inspection Planning Meeting		14	30				4																48
2.2 Pre-Construction Meeting		2	2																				4
2.3 Construction Progress Meetings		2	6																				8
2.4 Public Meeting (if Required)		2	12				4																18
2.5 Trips to Site (Travel Time) for Meetings		8	10																				18
3. Traffic Control Plan																							
3.1 Prepare Traffic Control Plan			3	4																			7
3.2 Review Traffic Ctrl Plan (if completed by Contractor)			2	4																			6
3.3 Sign and Submit Plans to the RC			1																				1
4. SWPPP Inspections/Manual Updates																							
4.1 Conduct Inspections			21				16																37
4.2 Update SWPPP Manual			8				8																16
4.3 Trips to Site (Travel Time) for SWPPP Inspections			9				6																15
			4				2																6
5. Construction Survey/Staking																							
5.1 Provide coordination of staking needs w/ Contractor					131	101	4																236
5.2 Verify and re-establish the survey control, if needed					10																		10
5.3 Stake limits of construction throughout project					10	10																	20
included with ROW Staking and slope stakes																							
5.4 Mark removal limits							2																2
5.5 Stake ROW & const easements					5	5																	10
5.6 Provide slope stakes for grading					24	24																	48
5.7 Provide paving hubs					24	24																	48
5.8 Provide grade stakes for inlets/storm sewer/culverts					12	12																	24
5.9 Stake alignment and grade for sidewalk (not parallel)					10	10																	20
5.10 Stake rock path and parking lot					10	10																	20
5.11 Stake silt fence					6	6																	12
5.12, Verify exist tie-in elevations, adjust pavement grades							2																2
5.13, Trips to Site (Travel Time) for Const Survey/Staking					20																		20
6. Construction Consultation/Site Manager & Daily Work Report (DWR)																							
6.1 Construction Consultation/Site Manager & DWR		4	4																				8
7. Girder Shim Surveying (Bridge Projs Only)																							
8. Perform Bearing Calculations																							
9. Construction Inspection																							
9.1 Construction Inspection							583																591
9.2 Measure, calculate, and document qty of pay items							450																458
9.3 Maintain records/data, prepare Weekly Report of WDS							24																24
9.4 Trips to Site (Travel Time) for Const Inspection							48																48
							61																61
10. Perform Material Sampling and Testing																							
10.1 Collect, verify, document, deliver all samples to test lab							35																35
10.2 Provide all req'd material certs to the NDOR M&R Lab																							
10.3 Review and document all test results of all samples																							
10.4 Trips to Site (Travel) for Delivery & Collecting Samples																							
11. As-Built Drawings																							
11.1 Prepare As-Built Drawings			2	8			2																12
			2	8			2																12
12. Final Inspections																							
12.1 Walkthrough of Site and Preparation of Punch List							12																12
12.2 Review Project to verify Punch List has been completed							8																8
							4																4
12. Final Inspections																							
13.1 Project Closeout		5	10				50																65
		5	10				50																65
Total Days		8.5	8.75	1.5	16.4	12.6	88.3																138
Total Hours		68	70	12	131	101	706																1,104.0

Notes & Assumptions

Construction Engineering

Project Name: Construction Engineering
Consultant: JEO Consulting Group

Project Number: URB-6763(1)
Control Number: 13161

Notes & Assumptions

Construction is anticipated to be completed in 2020. Estimated schedule is Aug. 17th to Nov. 6th (12 weeks) for the 55 working days allotted on this project.

Task 1: Assumes project management and coordination beginning in July 2020 and running thru December 2020 (6 months). Project manager hours for the project management task are assumed to be estimated at 5% of the total hours for all other tasks. PM hours are estimated at approximately 8 hours per month. QA hours (by the PM) are approximately 3 hours per month from August 2020 thru November 2020 (4 months).

Task 2: The Construction Inspection Planning Meeting and the Pre-Construction Meeting will be held at City of Seward office and held on the same day. Project Progress Meetings will occur every week - so there are 12 estimated. The Engineer will attend all progress meetings and the second inspector will attend six. The PM will attend four progress meetings. Progress meeting will last one hour. Engineer will prepare notes and email to attendee's.

Task 9.1: Construction inspection will require one full-time inspector for the duration of the project (12 weeks). SiteManager entries to be completed by the full-time inspector. Additional time under this task for the environmental scientist includes environmental review of commitments, completion of permit compliance checklist, and one site visit.

Task 9.2: Assumes about 2 hours per week for inspector to complete the measurements, prepare sketches as needed and upload to SiteManager.

Task 9.3: Assumes about 2 hours per week for inspector to complete their daily work reports in Site Manager. The Inspector will have 4 hours per week for to complete their daily work reports and to review inspector reports and completing the daily diary entries.

Task 9.4: Travel time was calculated from the individuals home office to the project site.

Task 10.3: Inspector will enter the testing results into SiteManager for the test lab.

Project Cost & Breakdown

Construction Engineering

Project Name: Seward Karol Kay Blvd., Bader-Hillcrest
 Consultant: JEO Consulting Group
 Consultant PM: Julie Ogden, 402.443.7483, jogden@jeo.com
 NDOT PC:
 Date: January 20, 2020
 Project Number: URB-6763(1)
 Control Number: 13161

LABOR COSTS			
Classification	Hours	Weighted Rate	Amount
Principal			
Project Manager	68	\$175.25	\$11,917.00
Engineer	70	\$140.22	\$9,815.40
Designer/CADD Tech	12	\$147.20	\$1,766.40
Survey Crew Chief	131	\$125.54	\$16,445.74
Survey Crew Member	101	\$89.15	\$9,004.15
Inspector 1	706	\$117.78	\$83,152.68
Inspector 2			
Administrative	8	\$121.18	\$969.44
Environmental Scientist	8	\$81.37	\$650.96
	1104	Subtotal	\$133,721.77

DIRECT EXPENSES	
	Amount
Subconsultants:	\$18,373.25
Printing And Reproduction:	
Mileage/Travel:	
Lodging/Meals:	
Other Miscellaneous Costs:	
	Subtotal
	\$18,373.25

TOTAL PROJECT COSTS	
	Amount
Labor Costs	\$133,721.77
Direct Expenses	\$18,373.25
	TOTAL COST
	\$152,095.02

1. PAYMENT METHOD

Payments under this Agreement will be made based on a Specific Rates of Compensation (SRC) payment method up to a maximum not-to-exceed amount.

2. MAXIMUM AGREEMENT AMOUNTS

The following are the maximum amounts established in this Agreement for each category of cost. Consultant shall not exceed these amounts without prior written approval from LPA, or State on LPA' behalf.

AMOUNT	CATEGORY
\$ 133,721.77	for actual direct labor costs
\$ <u>18,373.25</u>	for direct expenses
\$ 152,095.02	total agreement amount

3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS

Consultant shall require all of its subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide acceptable justification and obtain LPA, or State on LPA's behalf, prior written approval before exceeding the subconsultant's fee estimate. If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA).

4. ALLOWABLE COSTS

Allowable costs are direct labor costs and direct non-labor costs, as defined below, which Consultant has incurred within 90 days before State received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. **MAXIMUM AGREEMENT AMOUNTS.**

A. Direct Labor Costs are based on the specific rate of compensation (SRC or billing rate) Consultant will charge LPA for Consultant's employees' time working directly on this project. The direct labor costs is calculated by multiplying the SRC rate, as indicated on the Staffing Plan in Exhibit "<fee proposal>" Consultant's Fee Proposal, by the hours worked.

The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. For employees not listed on the Staffing Plan, the SRC rate for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable, and such calculation must be shown on the first invoice that includes direct labor.

2) Time Reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours by all employees to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects, such as project description, project number, pertinent work phase, dates of service, and the employee's name and position. There must be an adequate system of internal

EXHIBIT "B"
FEES AND PAYMENTS

controls in place to ensure that time charges to projects are accurate and have the appropriate supervisory approval.

B. *This section has intentionally been left blank.*

C. Direct Non-Labor Costs (Direct Expenses) are all necessary, actual, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices. Direct non-labor costs include, but are not limited to, the following:

Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.

- 1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant is treating a direct non-labor cost category in its entirety as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.
- 2) Subconsultant costs may not exceed the costs shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon by the Consultant and LPA, or State on LPA's behalf. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, costs are allowable, and properly documented before sending invoices of those costs to State.
- 3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
 - a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be actual reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Receipts must be submitted with invoices. A bank card receipt alone is not sufficient documentation.
 - b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:
 - (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or
 - (ii) The prevailing standard rate as established by the IRS.
 - c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give LPA and State the benefit of all lodging discounts. Receipts must be submitted with invoices.
 - d) MEALS – The reimbursement for meals and incidental expenses will be limited to the prevailing standard rate as indicated on the GSA website noted above.

EXHIBIT "B"
FEES AND PAYMENTS

Expenses for alcoholic beverages are not allowed. Consultant shall give LPA and State the benefit of all meal discounts.

(i) For Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

- Employee is required to depart at or before 6:30 a.m., or
- Employee is on overnight travel.

Lunch:

- Employee must be on overnight travel. No reimbursement for same day travel.
- Employee is required to leave for overnight travel at or before 11:00 a.m., or
- Employee returns from overnight travel at or after 2:00 p.m.

Dinner:

- Employee leaves for overnight travel at or before 5:00 p.m., or
- Employee returns from overnight travel or work location at or after 7:00 p.m., or
- Employee is on overnight travel.

(ii) Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

(iii) Meal receipts must itemize all food and drinks purchased. A bank card receipt alone is not sufficient documentation. If receipt does not itemize all food and drink purchased at the meal, reimbursement is limited to a maximum of \$4.99 for that meal.

(iv) Reimbursement for meal gratuities/tips will be whatever is usual or customary, but should not exceed 20 percent.

5. INELIGIBLE COSTS

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement or as approved in writing by LPA, or State on LPA's behalf. Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 90 days of the date incurred. Consultant (including its employees) is assumed to have incurred travel costs on the day travel occurred. Consultant is assumed to have incurred costs from a Subconsultant on the same day the Subconsultant incurred the cost.

6. This section has intentionally been left blank.

7. INVOICES AND PROGRESS REPORTS

A. Consultant shall promptly submit invoices to State based on Consultant's billing period, but shall not submit more than one invoice per month. Invoices must include all services completed and allowable costs incurred during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 90 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.

B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2.

EXHIBIT "B"
FEES AND PAYMENTS

MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.

C. Content of Invoice Package (In order presented)

1) Consultant's Invoice:

- i. The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.
- ii. The invoice or accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the specific rate of compensation (billing rate) for each employee.
- iii. Direct non-labor expenses:
 1. Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed with supporting receipts or invoices.
 2. Travel-related expenses must be summarized and submitted on NDOT Form 163 (see below). Supporting receipts must be submitted with NDOT Form 163 when invoicing for these expenses.
 3. All supporting receipts must be kept as required in Section 18.
CONSULTANT COST RECORD RETENTION.
 4. Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to retain and submit.

2) Progress Report: A Progress Report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:

- i. A description of the Services completed for the service period to substantiate the invoiced amount.
- ii. A description of the Services anticipated for the next service period
- iii. A list of information Consultant needs from LPA, or State on LPA's behalf
- iv. Percent of Services completed to date

3) Cost Breakdown Form: Each invoice package must include a completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.

4) Travel Log: If an invoice contains any travel-related expenses, then a completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website. Upon approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as NDOT Form 163. The Travel Log must document the employee's name, locations traveled, date/time of departure to the project, date/time of return to the headquarters town, and expenses for transportation, meals, and lodging.

- D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.
- E. Notice of Public Record: Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et. seq.
- ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.

8. PAYMENTS

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

9. PROMPT PAYMENT CLAUSE

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, is a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment from a subcontractor only for just cause, and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

10. SUSPENSION OF PAYMENTS

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until all remedial action is completed by Consultant to the satisfaction of LPA and State, at Consultant's sole cost.

11. *This section has intentionally been left blank.*
12. **FINAL INVOICE AND PAYMENT**
Upon completion of the Services under this Agreement, Consultant shall submit their final invoice. After receipt of final invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.
13. **AGREEMENT CLOSE-OUT**
Upon submitting its final invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Consultant shall submit NDOT 39 Form within 90 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.
14. **FEDERAL COST PRINCIPLES**
LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#).

15. **OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS**
LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:
- A. A description of the out-of-scope services,
 - B. An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,

EXHIBIT "B"
FEES AND PAYMENTS

C. An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:

- 1) The out-of-scope services are not within the original Scope of Services and additional work effort is required;
- 2) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered into; and
- 3) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

16. TERMINATION COST ADJUSTMENT

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant, to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

17. AUDIT AND FINAL COST ADJUSTMENT

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

18. CONSULTANT COST RECORD RETENTION

Consultant, and all of its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

EXHIBIT "B"
FEES AND PAYMENTS

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; cost of meals; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnish when requested.

CLAIMS LIST
2-18-20

COUNCIL MEETING

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

Advantage Archives LLC	Se	555.00
Almquist Maltzahn Gallowa	Se, Audit	29,700.00
Amazon.Com Credit Service	Su, Bu	361.91
Baker & Taylor	Su	2,465.25
Baldinger Charlotte	Mi	21.27
Bizco Technologies	Se	4,212.78
Black Hills Energy	Ut	1,827.04
Blue Cross Blue Shield Ne	Ins	48,868.70
Bluestem Network LLC	Se	100.00
Cafe On The Square	Meals; Annual Emp Recog	2,442.76
Campbell Cleaning	Se	975.00
Capital Business-Cheyenne	Eq, Su	10,646.30
Cash-Wa Distributing Co	Su, Meals	329.00
Central Pump & Motor LLC	Bu	1,908.90
Cheerful Books LLC	Su	23.96
Chemsearch	Su, Ma	606.50
City Seward Buildings/Gr	Op	6,000.00
City Seward Library Petty	Su	152.56
City Seward Merchant Serv	Ex, Se	2,304.09
City Seward Payroll Accou	Payroll	288,307.75
City Seward Petty Cash Fu	Su, Ex, Misc	266.30
Constellation Newenergy	Ut	2,473.74
Cornhusker International	Re	644.89
Covalt Drew	Ex	40.00
Cross Creek Animal Health	Se	180.00
Dunn Sean	Ex	10.00
Eakes Office Solutions	Su, Ma	287.88
Ecolab	Su	433.62
Electronic Contracting Co	Ma	81.00
Emergency Medical Product	Su, Ma	656.00
Engineered Fluid Inc	Ma	2,823.43
Farmers Coop Seward	Su, Re	4,837.20
Fastenal Company	Su	62.60
Galls LLC	Un	163.78
General Fire & Safety Eq	Se, Ma	141.00
Gomez Johnny	Ex	75.00
Graybar	Ci	711.75
Hach Company	Su	351.56
Hansen Dan	Meal	7.79
Hawkins Inc	Su	1,128.54
Helmlink Printing/Grph Inc	Su	196.00
Hobson Automotive & Tire	Re, Ma	136.00
Hoffschneider Law Pc LLO	Se	3,592.93
Home Depot Pro	Su	76.40
Hughes Theo	Ex	10.00
Hydraulic Equipment Servi	Su, Tools	241.53
Int'l Assoc Chiefs Of Pol	Dues	190.00
J E O Consulting Group In	Se	6,341.00
Jackson Services Inc	Su	171.65
Klenke Danielle	Ex	60.00

Konica Minolta Business S	Ma	31.06
Koranda Lodeen	Option	5,000.00
Koranda Rodney & Carman	Option	5,000.00
Land O Lakes/Agriliance	Incentive	3,490.00
Last Mile Network Consult	Se	216.26
Lee's Refrigeration	Ma	18.90
Liska Samantha	Ex	45.00
Loden Books LLC	Su	39.99
Luebbe Ken	Incentive	2,400.00
Matheson Tri-Gas Inc	Su	52.54
Memorial Health-Drug	Se	277.00
Menards North	Emp Years of Service Award	80.00
Midwest Auto Parts	Re, Su	227.03
Midwest Automotive	Re	4,988.62
Midwest Laboratories Inc	Se	771.53
Midwest Service & Sales	Su, Re	632.50
Midwest Turf & Irrigation	Re	494.26
Miller Tanya	Ex	15.00
Nat'l Audio Company	Su	254.55
Navis Dawn	Ex	25.00
Nebraska Bounce	Ex	300.00
Nebraska Fire Marshal	Se, Ma	120.00
Nebraska Pub Pow-Desmoine	Incentive, Ut	485,365.16
Nebraska Treasurer	Dog Fees	85.40
Neeley David/Joanne	Ex	25.00
Niemann's Port-A-Pot LLC	Se	100.00
Norris Public Power Distr	Ut, Pole Fees	932.00
O C L C Inc	Se	208.30
Oborny Samantha	Ex	45.00
Olsson	Se	4,922.75
One Call Concepts Inc	Se	64.14
One Source Background Che	Se	38.00
O'Reilly Automotive Inc	Su, Re	344.49
Orscheln Farm & Home	Su, Bu, Re	196.68
Pac 'N' Save Discount Foo	Su, Meals, Bu	6,853.77
Paper Tiger Shredding	Se	30.00
Peery Camden	Ex	75.00
Pfabe Jerrald	Ex	25.00
Pitney Bowes Inc	Ma, Se	105.00
Plains Equipment Group In	Re, Su	1,864.64
Principal Financial Group	Ins	2,160.15
Q A Balance Services	Su	85.00
Quill Corp	Su, Eq	100.34
Richtig Tim L	Parking, Ex	11.25
Rolenc Tayte	Ex	10.00
Ruether Larry L	Su	100.00
Sargent Drilling Inc	Su, Ci	28,623.54
Seward County Chamber & D	Ex, Svc Awrd, Emp Rec Event	1,091.76
Seward County Clerk/Reg D	Ex	16.00
Seward County Independent	Ex, Su	1,128.98
Seward County Treasurer	SE	18,692.50
Seward Lumber & Home Cent	Su, Gu, Bu, Su	721.14
Seward School District	Fines	30.19
Seward Wind LLC	Ut	39,560.50
Sid Dillon - Wahoo	Re	449.03
Smith Addison	Ex	75.00
Sommerer Gracen	Ex	50.00
Stroup Parker	Ex	20.00
Time Warner Cable	Se	29.99
Twin Oaks Place Ne LLC	Refnd	1,908.07

Valentino's	Ex		66.78
Verizon Wireless	Se		174.87
Vessco Inc	Ma		420.02
Visa - Pinnacle Bank			818.61
Walmart	Su, Bu, Re, Misc	239.16	
Pac N Save	Misc	5.99	
SamsClub	Su, Bu	246.26	
Har*Internet	Su	143.82	
WorkplacePro	Un	201.20	
Kalmbach Subscript	Su	42.75	
Credit for Overpayment			
Prior Mo	Cr	-60.57	
Wesco Distribution Inc	Re		267.50
Windstream Nebraska Inc	Se		1,901.35
Winkelmann Faith	Ex		30.00
	CLAIMS TOTAL		<u>\$1,052,502.50</u>



RESOLUTION NO. 2020-

To Use Community Development Block Grant (CDBG) Program Income from the Economic Development Loan Fund (EDLF) Under the approved Economic Development Plan

WHEREAS, the City of Seward, Nebraska, has adopted an "Economic Development Plan" for use of Community Development Block Grant (CDBG) Program Income funds from previous CDBG projects; and

WHEREAS, funds collected under the Economic Development Loan Fund (EDLF) are to be used for projects or programs providing direct or indirect financial assistance to qualifying businesses; and

WHEREAS, the Seward CDBG Revolving Loan Fund Review Committee has recommended a project, presented through application by an eligible business, for a "Reuse Loan" of \$127,000.00 under specified conditions; to assist in providing working capital for the initial expansion start-up costs for the business located at 230 S 5th Street. Total project costs are estimated at \$202,000. Additional financing has been secured through private investment.

WHEREAS, the City of Seward, Nebraska has obtained its citizens' comments on community development and housing needs; and has conducted a public hearing upon the proposed use of the CDBG EDLF financing; all of the CDBG EDLF funds will be used for activities that will meet the CDBG National Objective of benefiting low-to-moderate income persons and will retain/create at least 3.63 full time equivalent (FTE) jobs,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seward, Nebraska, that approval of the application and obligation of funds is authorized according to the recommendations of the Seward CDBG Revolving Loan Fund Review Committee, the Mayor of the City of Seward is hereby authorized to proceed with the formulation of any and all contracts, documents or other memoranda, as well as execute all necessary and appropriate documents on behalf of the City of Seward prior to closing on the project for "**Bottle Rocket Brewing, LLC**" dba **Bottle Rocket Brewing Company**" contingent upon approval of the City Attorney as to form.

Passed and adopted on the _____ day of _____, 2020 by the City Council of Seward, Nebraska.

CITY OF SEWARD, NEBRASKA

Mayor Joshua Eickmeier

ATTEST:

Assistant Administrator/
Clerk-Treasurer/
Budget & HR Director

(SEAL)

INVITATION FOR BIDS

January 9th, 2020

The City of Seward will receive sealed bids until **January 31st, 2020, 11:00 a.m.**, at which time and place all bids will be publicly opened and all bids recorded for furnishing the labor, materials, and performing all necessary work for construction of the project entitled "2020 Asphalt Overlay Improvements". The project is briefly described as follows: Project work shall consist of 700 tons of asphalt overlay on Columbia Avenue from Lincoln Street to Hillcrest Drive, and on the entrance road to the Seward Cemetery, and other associated site and miscellaneous work which are either shown on the plans or described in the specifications. Envelopes containing the bids shall be sealed. The envelopes containing bids shall be marked as follows: Proposal For: 2020 Asphalt Overlay Improvements, Seward, Nebraska. Bids submitted before: 11:00 a.m, January 31st, 2020. Bids submitted to: City of Seward – City Hall, 537 Main Street P.O. Box 38, Seward, Nebraska 68434. All communications, relative to the work prior to the opening of bids shall be directed to Jake Vasa (402-480-4096). Copies of the Plans and Specifications may be examined at the following locations: City Hall, 537 Main Street, Seward, NE. An electronic or hard copy of plans, specifications, contract documents and proposal form may be obtained for a nonrefundable fee of \$50.00 by contacting Mindy Meier at (402) 643-4000 ext. 205 or emailing at mindy.meier@cityofsewardne.gov. Project Estimate of cost is \$175,000.00. Project construction deadline is August 15th, 2020.

INVITATION FOR BIDS

January 9th, 2020

The City of Seward will receive sealed bids until **January 31st, 2020, 10:00 a.m.**, at which time and place all bids will be publicly opened and all bids recorded for furnishing the labor, materials, and performing all necessary work for construction of the project entitled "2020 6th Street Water Main Improvements". The project is briefly described as follows: Project work shall consist of 3,000 linear feet of water main replacement, and reconnection of water service pipe, and concrete pavement removal and replacement on 6th Street, and other associated site and miscellaneous work which are either shown on the plans or described in the specifications. Envelopes containing the bids shall be sealed. The envelopes containing bids shall be marked as follows: Proposal For: 2020 6th Street Water Main Improvements, Seward, Nebraska. Bids submitted before: 10:00 a.m, January 31st, 2020. Bids submitted to: City of Seward – City Hall, 537 Main Street P.O. Box 38, Seward, Nebraska 68434. All communications, relative to the work prior to the opening of bids shall be directed to Jake Vasa (402-480-4096). Copies of the Plans and Specifications may be examined at the following locations: City Hall, 537 Main Street, Seward, NE. An electronic or hard copy of plans, specifications, contract documents and proposal form may be obtained for a nonrefundable fee of \$50.00 by contacting Mindy Meier at (402) 643-4000 ext. 205 or emailing at mindy.meier@cityofsewardne.gov. Project Estimate of cost is \$500,000.00. Project construction deadline is September 1st, 2020.

CITY ADMINISTRATORS REPORT – 2/18/20

- Assisted on a number of economic development projects.
- Continued to work on a number of agreements and documents related to Scoular project.
- Reviewed and worked with Golf Shop Manager and Mayor on City's Application for Liquor License.
- Worked with SENDD on CDBG Reuse Applications for Café on the Square, Bottle Rocket Brewing, and the Alps Dog Retreat.
- Worked with SENDD on EDA Grant Opportunity for the Wastewater Treatment Plant, presented to Committee in Lincoln on potential project.
- Continued to work with FEMA on projects.
- Worked on items related to Karol Kay Grant project and audit request filed with Office of the Inspector General.
- Worked on a number of items to transition as former City Engineer Jake Vasa resigned.
- Reviewed and worked on final filings for Fairway Woods easement amendments.
- Reviewed notes from interviews with potential candidates for City Engineer conducted by Jake Vasa.
- Reviewed and coordinated with Planning and Zoning a new platted property north of Walmart.
- Reviewed one new LB 840 application, one new CDBG RLF application, and 4 TIF applications.
- Did a budget process review with Finance Director Nick Work.
- Conducted a due diligence phone conference with D.A. Davidson for upcoming bond items.
- Reviewed wastewater system study with staff from Olsson.
- Attended Wellness Center committee meeting to discuss progress and engineer/financing opportunities.
- Attended the Safety Committee Meeting.
- Worked on Easement issue with John Heath for the Rail Campus.
- Met with Olsson staff to review plans and bid specs for AMI system for water and electric.
- Reviewed FAA regulations for development with Tim Dworak.
- Attended Four Corners Health Maternal Child Grant Meeting.

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

Police Department

- Officer May will complete his field training within the next few weeks.
- Met with 1st Net, a public internet band for first responders.

Clerks Office

- Thank you notes sent to prize sponsors for Annual Awards event.
- Kent Chelewski began his new role with the Cemetery/Public Properties.
- Liquor licenses (other than Class C).
- Suzanne Gligorevic began as an administrative aide.

Water/Wastewater Department

- Install third pump in South 2nd Street lift station, wire and add to scada
- Start removal of raw influent analyzer to RO
- Schedule Hach install and calibrations

Parks and Rec/Cemetery/Golf/Pool

- Pool job application ad will be in the paper for a month starting week of Feb 10.
- Adam met with the Seward Community Engagement group.

Electric Department

- Working on Scoular project.
- Switching out 34.5 KV for tree trimming.
- Switching out 12.5 on Hillcrest.

- Jared & Brook are attending metering school in Kearney.

Street Department

- Install no parking signs on 14th Street.
- Fix/Repair heater at Recycling Center.
- Pot hole filling.
- Install the rest of the flag holders on poles at NE National Guard Museum.

Library

- Working on silhouette light bids, E-Rate forms, and National Library Week events.

Building Inspection/Planning Department

- Processing permits and inspections.
- Reviewing a number of plats.
- Following up with Bauer Underground regarding project/timeline/repairs on 2nd St. fiber project.
- Plan review for Memorial Hospital expansion project.

Engineering

- Jake's last day was January 10, 2020.
- Began process of interviews for City Engineer candidates.
- Jake continues to work on projects under the approved contract.

Finance Department

- Preparing payroll (City Council payroll this week).
- Making TIF loan payments for KACH 510 & CNG.
- Processing bond payment transfers.
- Updating Workers Comp rate in payroll system.

SEND D

Southeast Nebraska Development District

SEWARD, NEBRASKA
Community Development Block Grant (CDBG) Reuse Loan Program
Economic Development Plan
SEWARD CDBG ED RLF REUSE COMMITTEE/LOAN REVIEW COMMITTEE

Date:

Seward CDBG Reuse Loan Review

Application received from: *Bottle Rocket Brewing, LLC*
230 South 5th Street
Seward, NE 68434
19-ED-03-SEDRLF

1. Project:

A. **Project Description:** Bottle Rocket Brewing, LLC is requesting \$127,000 or the remaining balance of the Seward Community Development Block Grant (CDBG) Program Income Reuse Loan Fund for the following project:

The proposed project will create three and three quarter (3.75) additional full-time equivalent (FTE) jobs in the City of Seward. The project will be financed partially from the Seward EDRLF with total costs estimated at \$202,000. The current facilities are in place and will not be changed in size or capacity by more than 20%. The activity does not involve a change in land use, such as residential to non-residential, commercial to industrial, or from one industrial use to another. The CDBG funded activities are unlikely to result in the residential displacement of people, and should such displacement occur it will be minimized and resolved pursuant to Seward's anti-displacement and relocation plans.

The proposed project is to solicit funding to assist in providing working capital for the initial expansion start-up costs. Funds will be used for purchasing grains, utilities, labels and packaging, kegs, bottles, hoses, shelving, equipment, and other operating expenses. For more information about the project, please see the project Business Proposal (Attachment C, Page 15-16)

B. **Job Creation/Retention and Maintenance Requirements:** Borrower must create one (1) job per \$35,000 requested. This project must create at least 3.63 ($\$127,000 / \$35,000$) Full Time Equivalent (FTE) positions within 24 months from the date of project approval. A maintenance period for those job positions may be required from the date of employment of each position. Temporary employees will not be credited in assessing whether the job retention and maintenance requirements have been satisfied and only employment positions at the business location in Seward, Nebraska will count toward satisfaction of the job creation/retention and maintenance requirements.

C. **Loan Request:** The total loan request is for a \$127,000 loan, or the remainder of the funds from the Seward CDBG EDLF, or whichever is lesser. The owners have requested the loan carry a 0% interest rate and be amortized over 7 years (84 months). It is proposed for consideration that Seward utilize the SEND, Inc. Non-Profit Development Organization (NDO) as a pass-through to de-federalize the loan proceeds. The Seward CDBG ED RLF

LINCOLN OFFICE
2100 Fletcher Ave., Ste. 100
Lincoln, NE 68521-5862
Office: 402-475-2560

www.sendd.org

HUMBOLDT OFFICE
PO Box 308
Humboldt, NE 68376
Office: 402-862-2201

SEND D is an Equal Opportunity Provider and Employer

SEND

Southeast Nebraska Development District

Reuse Committee/Loan Review Committee will determine final terms. Proposed security for the loan will be a blanket UCC filing on all business assets and personal guarantees from the primary owners.

2. Project Development:

Source and Use of Funds

A.	Project Costs		
1.	Working Capital.....	\$	202,000.00
	Total Use of Funds.....	\$	202,000.00
B.	Seward CDBG EDLF.....	\$	127,000.00
	Private Equity.....	\$	75,000.00
	Total Source of Funds.....	\$	202,000.00

3. CDBG National Objective:

The primary CDBG National Objective met by the applicant under the Economic Development Category is the benefit to low-to-moderate-income (LMI) persons.

Job Creation/Retention Requirements: The primary national CDBG objective is to expand employment opportunities, principally for low-and-moderate-income persons (LMI persons). To be eligible, a CDBG project must guarantee at least 51 percent of the permanent full-time equivalent jobs (FTE's) created or retained are available to or taken by LMI person. Definitions for these terms are:

1. Full Time Equivalent (FTE): Jobs are computed on a full time equivalent basis of 2,080 hours per year or 40 hours per 52 weeks per year.
2. LMI Person: A person whose family income is equal to or less than the income limits for their resident country.
3. Permanent Jobs: A job is permanent if it is a full- or part-time position and will be, or can reasonably be expected to be, available for at least six continuous months. Seasonal jobs may be considered. Not eligible are temporary jobs (i.e. construction jobs related only to the project's new or renovated real estate) and jobs indirectly related to the assisted business. (i.e., trickle-down jobs). Generally contracted workers are not considered.
4. Available To: Jobs will be considered to be available to LMI person if special skills that can only be acquired with substantial training or work experience beyond high school are not a prerequisite to fill the jobs and LMI person are given first consideration for such jobs.
5. Retained Jobs: Retained jobs would be lost without CDBG assistance. Documentation is necessary to show that at least 51% of the jobs are known to be held by LMI person, or steps will be taken to ensure that at least 51% of the jobs which can reasonably be expected to become available through turnover within the following two years will be

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SEND D

Southeast Nebraska Development District

filled by or made available to, LMI persons.

Purpose:

- A. **Create or Retain Jobs Which Will Benefit Lower Income Persons.** This project will allow for the creation of at least 3.63 Full-Time Employment (FTE) job positions. All of these positions are subject to the Job Creation/Retention and Maintenance requirements stated above, including the employment of persons, the majority (51% or more) of whom are LMI persons.

Eligible Activities:

- A. **Working Capital.** This project will provide working capital funds for the initial expansion startup costs. These items will include purchasing grains, utilities, labels and packaging, kegs, bottles, hoses, heavy-duty racks, CNC (Computer numerical control) machine which will be used to make tap handles and other marketing pieces), forklift, electrical floor pumps, cleaning supplies, safety equipment, first six months of salaries, OSHA and educational training classes and materials.

***Note: Program Administrator will request a determination on the financial feasibility of this project. See attached business plan and financial analysis spreadsheets.*

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SEND D

Southeast Nebraska Development District

CONSIDERATION FOR LOAN: Based upon the above information and documentation from application materials, the Seward CDBG ED RLF Reuse Committee/Loan Review Committee consider the following request: \$127,000.00 to Bottle Rocket Brewing, LLC d/b/a Bottle Rocket Brewing Company as a "CDBG EDLF Reuse Loan."

- Project Loan considerations in reference to the Seward's CDBG Economic Development Plan:
 1. Consideration of participation in the SEND, Inc. Non-Profit Development Organization.
 2. Execution of a Loan Agreement between the Borrower and Lender outlining the terms and conditions of the loan.
 4. Security consisting of a UCC filing on all business assets owned or hereafter acquired by Bottle Rocket Brewing, LLC d/b/a Bottle Rocket Brewing Company.
 5. Creation of at least 3.63 FTE – Full Time Equivalent positions within 24 months from the date of project approval and will maintain those positions for at least 12 months from the date of employment for each position. Permanent jobs are full- or part-time positions provided by the assisted business that will be, or can reasonably be expected to be, occupied for at least six continuous months. Seasonal jobs may be considered if the season recurs annually and lasts at least three consecutive months. All permanent jobs must be converted to FTEs.
 6. The local government must document by certification with the business that at least 51% of the permanent jobs will be held by or will be available to LMI persons.
 7. Proof of Insurance on the business assets listing the City Seward CDBG Reuse Loan Program as the Loss Payee.
 8. Any other documents as deemed necessary by the City of Seward and SEND, Inc., NDO.
 9. Further Compliance with all CDBG Requirements.

- Project Specific Items for Consideration:
 1. The owners are well educated and have experience owning and managing the day-to-day operations of the business. Owners also have experience owning businesses, sales, management, and marketing (Attachment B Page 10-14).
 2. The business has nearly tripled its assets in the past 3 years. With that comes increased liabilities. Cash flow statements show a negative cash flow when compared to the past 3 years performance. The Debt Service Coverage is significant when compared to the companies projections (DSCR Page 18).

Respectfully Prepared and Submitted By:

Trey Ertmer
Program Administrator

LINCOLN OFFICE
2100 Fletcher Ave., Ste. 100
Lincoln, NE 68521-5862
Office: 402-475-2560

www.sendd.org

HUMBOLDT OFFICE
PO Box 308
Humboldt, NE 68376
Office: 402-862-2201

SEND D is an Equal Opportunity Provider and Employer

SEWARD, NEBRASKA
Community Development Block Grant Reuse
ECONOMIC DEVELOPMENT LOAN FUND
APPLICATION

APPLICANT NAME: Gerald Homp, Jason Berry, Ryan Koch TITLE: Owners

COMPANY NAME: Bottle Rocket Brewing Co.

ADDRESS: 230 S. 5th St Seward NE 68434
Street City State Zip

TELEPHONE: (402) 641-4314 FAX: () N/A

E-MAIL: Info@bottlerocketbrewing.com

CONTACT PERSON (If different than applicant): _____

TELEPHONE: () _____ E-MAIL: _____

BUSINESS TYPE: CORPORATION _____ PARTNERSHIP
_____ SOLE PROPRIETOR

IF CORPORATION OR PARTNERSHIP LIST OFFICERS/PARTNERS:

NAME: Gerald Homp TITLE: President OWNERSHIP: 30 %

NAME: Jason Berry TITLE: Vice President OWNERSHIP: 25 %

NAME: Ryan Koch TITLE: Brewmaster OWNERSHIP: 25 %

NAME: _____ TITLE: _____ OWNERSHIP: _____ %

PROJECT TYPE: _____ BUSINESS STARTUP BUSINESS EXPANSION

_____ OTHER

BUSINESS ACTIVITY (PRODUCT OR SERVICE): Craft Beer Industry

YEARS IN BUSINESS: 4

CURRENT EMPLOYMENT: 0 (FULLTIME EQUIVALENT)

PROPOSED EMPLOYMENT: 3.75 (NEW/ADDED JOBS RELATED TO

PROJECT) **PROJECT NARRATIVE:** See Exhibit C

TYPE OF ASSISTANCE REQUESTED:

AMOUNT: \$ 127,000 TERM: 7 YEARS RATE: 0%

USE OF FUNDS: (Check all that apply)

PURCHASE LAND PURCHASE BUILDING
 CONSTRUCTION RENOVATION
 MACH/EQUIP WORKING CAPITAL
 OTHER (Describe)

SOURCES AND USES OF ALL PROJECT FUNDS

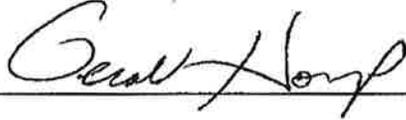
ACTIVITY DESCRIPTION	TOTAL COST	(Breakdown)		
		<u>LENDER</u>	<u>CITY</u>	<u>INVESTMENT</u>
LAND/BUILDING	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
MACH/EQUIP	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
WORK CAPITAL	\$ <u> </u>	\$ <u> </u>	\$ <u>127,000</u>	\$ <u>75,000 (BRB*)</u>
INTERIM FINANCE	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
ADMINISTRATION	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
OTHER: <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
PROJECT TOTALS:	\$ <u> </u>	\$ <u> </u>	\$ <u>127,000</u>	\$ <u>75,000</u>

*Bottle Rocket Brewing Co.

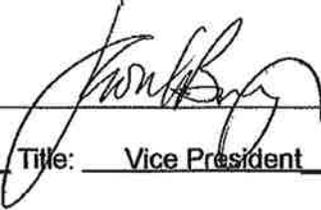
ACKNOWLEDGEMENTS and ATTACHMENTS:

- A. A signed Certification of Assurances: **See Exhibit A**
- B. Resume of Principal(s): **See Exhibit B**
- C. Business Plan (including): **See Exhibit C**
 - 1) Cash flow/income projections, monthly for first year and annual for years two and three, with assumptions
 - 2) Management plan
 - 3) Market demand summary/Purchase orders
- D. Preliminary(site/bldg.)plans and/or equipment list & cost estimates: **See Exhibit K**
- E. Options to Purchase (land/buildings/equipment) N/A
- F. Appraisal of land/buildings and equipment (equity) N/A
- G. Personal Financial Statement of Principal(s) **See Exhibit G**
- H. Commitment Letters from bank/lender: **See Exhibit H**
- I. Income Statements for the last 3 years (except startup): **See Exhibit J**
- J. Balance sheets for the last 3 years (except startup): **See Exhibit J**

The Applicant hereby certifies that all information in this application, and all information furnished in support of this application is given for the purpose of obtaining assistance under the Economic Development Loan Fund and is true and complete to the best of the Applicant's knowledge and belief. Verification may be obtained from any source named herein, provided that any and all information related to the financial status of the business shall be held confidential and not subject to review by the public.

Signature of the Applicant: 

Date signed: 12/20/19 Title: President

Signature of the Applicant: 

Date signed: 12/20/19 Title: Vice President

Signature of the Applicant: _____

Date signed: _____ Title: Brewmaster

Attest: _____ Date: _____

REFERRED TO APPLICATION REVIEW BOARD: _____
Date

RECOMMENDATIONS - APPLICATION REVIEW BOARD:

___ **APPROVAL** Letter of Recommendation: _____

___ **DISAPPROVAL (Reasons):**

CITY ACTION: _____
Date

___ **APPROVAL** Resolution: _____

___ **DISAPPROVAL (REASONS):**

Gerald P. Homp

Gerald@bottlerocketbrewing.com

Phone: (402) 304-5673
1210 Eastridge Dr., Seward, NE 68434

Skills

Management, sales, creative thinking, relationship building, problem solving, networking, and customer satisfaction.

Experience

January 2014 - PRESENT

Bottle Rocket Brewing Co. , Seward, NE – *President and Founder*

- Evolve Bottle Rocket Brewing Co. and it's brand.
- Arrange financing, hire staff, review sales and develop marketing strategies.
- Oversee daily activity and identify business opportunities.
- Develop community and business relationships.
- Compliance, Legal and Social Media.

April 1992 - August 2013

Lincoln Benefit Life Co. , Lincoln, NE

Regional Sales Director, Sales Management

October 2000 - August 2013

- Promote sales of Lincoln Benefit Life products and services to independent marketing organizations and producers.
- Develop working relationships with leaders and key employees within Lincoln Benefit Life's largest national independent marketing organizations based upon professional competence, mutual respect and trust.
- Daily assistance with home office staff to maintain and grow relationships between brokerage agencies and the home office.
- Training of sales techniques and product features to sales force by means of office visits, conventions, live presentations, web presentations, and daily contact by telephone, mail and email.
- Establish and achieve sales goals for sales team and with marketing partners.
- Build and maintain in-depth knowledge and understanding of assigned account's leadership, focused on current market share, business goals, product mix, and barriers.
- Create presentations and training materials for the field.

Direct Marketing Representative

August 1993 - October 2000

- Managed direct field force of over 3,500 agents.
- Responsible for recruiting new agents and developing new sales.
- Responsible for procuring new business including: designing of promotional flyers, daily phone contact, sales ideas and providing exceptional pre and post sales service.

Marketing Service Representative

April 1992 - August 1993

- Producer and client support for life insurance and annuity products and services
- Provide illustrations and product training to salesforce via telephone and email.
- Case status and problem resolution support for agent sales force.

Education

Concordia College, Seward, NE

Bachelor of Arts - Business Administration/Marketing

Professional Experience

- SCCDP Board of Directors
- Alumni Council Concordia University Nebraska
- ACS - Associate Customer Service Designation
- ALMI - Fellow Life Management Institute
- April 1992- August 2013: **NASD License - Series 6, 26, 63; Licensed Agent - State of Nebraska; CLTC - Certified Long Term Care**

Jason A Berry
301 Lindell Ave.
Seward, NE 68434
402-641-4615

Current Work Status

Co-owner, Vice President, Bottle Rocket Brewing LLC. –2014-present
Craft Brewery located in Seward, NE

Assistant Track & Field Coach, Concordia University –2010-present
University located in Seward, NE

Owner, Rawvine Hosting and Domain Company –2009-present
Technology company located online

Owner, Wildberry Production Group LLC. –2006-present
Design and consulting business located in Seward, NE

Past Work Experience

Adjunct Professor, Concordia University –2004-2006
University located in Seward, NE

Co-Owner, Artisan Creed, INC. – 2001-2006
Advertising Agency, sold ownership in 2006

Multimedia/Video/3D/Design/Programming, Snitily Carr – 1998-2001
Advertising Agency was located in Lincoln, NE

Multimedia/Video/3D/Design/Programming, Ink & Image – 1995-1998
Advertising Agency was located in Peoria, IL

Freelance Designer/Developer – 1994

College

Teikyo University, Davenport, Iowa – 1994

Concordia University, Seward, Nebraska – 1989-1994 BFA

Technical Skills

Platforms: Microsoft Windows Operating Systems, Mac Operating Systems, Unix Operating Systems and Various Mobile Platforms.

Software: **Microsoft** – Office, Access, MSSQL, Edge
Adobe – Full CS6 Master Collection which includes:
Premiere Pro, After Effects, Audition, Dreamweaver, Flash, Photoshop, Illustrator, Encore, InDesign, Acrobat, Media Encoder, etc...
Avid – Xpress Pro, Media Composer, Symphony and other Pinnacle video editing software.
Autodesk – 3D Studio Max, Maya, Auto CAD

Programming Languages – HTML, CSS, JavaScript, Action Script, ASP, .NET, PHP, SQL, XML

Content Management Systems –Dot Net Nuke, Sitecore, Drupal, Joomla, Word Press

Social Media – Facebook, Twitter, YouTube, etc...

- Computer Equipment:** Full working knowledge of hardware and have built multiple computers ranging from Avid Editing Platforms to High Edit Production Computers and Servers.
- Video Cameras:** Canon XL, XL1 and XL2, Canon 5D Mark III, JVC, Panasonic, Sony
- Video Equipment:** Tripods and Mono Pods. Crane and Jibs. Track Dollies. Steadicam and Body Harnesses. Green Screen Chroma Key. Truck Mount Camera Setups. Video Switchers.
- Video Lighting:** Studio and On Location Experience. Softboxes, Omni, Boxes, Flood, Lighting Outdoor with HMI. Lighting electrical.
- Sound Recording:** Digital Boards. On Location Recording. Studio Recording. Booth Recordings. Various Microphones throughout the years.
- Photography:** Cameras mostly Canon and Lighting.

Business and social organizations involvement past and present:

Nebraska Chamber of Commerce and Industry
Boy Scouts of America – Local Leader, Eagle Scout 1987
Lincoln Chamber of Commerce
Seward Chamber of Commerce
Lincoln Chamber of Commerce Young Professionals
Lincoln Better Business Bureau
American Marketing Association
St. John Lutheran Church – Member, Boards
USA Track & Field – Athlete, Coach
Volunteer Assistant Track Coach, Seward High School
Volunteer Assistant Track Coach, St John Lutheran Church
Volunteer Assistant Track Coach, Concordia University

Career Overview

History

Working in the marketing, advertising and production industry since 1994 has provide a view of the growth of the internet from an early point into the necessity and resource it has become today. Gaining practical knowledge in business, from sales to budget, design to social media's has provided a rich understanding of how quickly the internet grows, changes and adapts to the needs of today. This business knowledge, multimedia production expertise, founding businesses, communication skills and understanding the return on investment needed to thrive as a business makes for me ideal fit for this position.

Education

I first studied at Concordia University in Seward, Nebraska then at Teikyo University system in Davenport, Iowa. Establishing strong design skills in all areas of media, including print, web, video and structural design. Applying these skills not only to the advertising and production industry, but also by having taught 3D animation as an Adjunct Professor of Art at Concordia University in Seward, Nebraska.

Financial/Business Skills

Owning two businesses over the past decade has provided vast understanding and abilities in managing budgets, human resources, physical resources and sales. Understanding accountability is paramount in owning and running businesses. This flows into dealing with employees, client's communication and financial reporting.

e-Commerce

Having work and developed e-Commerce website, programs and systems for dozens of clients over the past decade, has provided a wealth of knowledge on what it takes to have a strong web base sales environment. Working to increase clients ROI is a blend of using all resources at your availability. SEO, SEM, Social and financial tracking helps develop not only a stable e-Commerce platform but also continually review and improve upon trends, markets and availability of products to increase sales.

Web Development

Developing websites since 1996 has allowed me to grow in understanding, function and uses of the internet as it has grown in relevance and usage in marketing and communications. Having developed countless websites over the years, Jason is knowledgeable and proficient in dozens of programming languages and the applications used in web development. I have a large base knowledge of ASP.Net, PHP and JavaScript along with its usages and functionality in a half dozen different content management systems (CMS). Database integration with the likes of MySQL, MSSQL, MS Access and XML data sources are items commonly used in the CMS systems.

Search Engine Optimization

I try and stay on top of Search Engine Optimization (SEO) and Search Engine Marketing (SEM) with today's constantly changing trends and usage patterns. Having refined my knowledge by working on a multitude of websites and SEM campaigns over the years has allowed me to gain the needed experience to be very effective for client's desired results. Producing results in traffic flow and cost per click (CPC) campaigns developing the much needed return of investment (ROI) that every business needs. Blending SEO, SEM and social mediums to generate traffic and results in his client's websites is priority number one.

Videography and Graphic Design

I also have experience as a videographer, editor and sound engineer. I've worked with Avid and Adobe systems growing a great understanding of software editing and design software's on the market. This understanding in combination with my graphic design, animation and audio experience, combine to one provide me with the insight that design, form and function all play into marketing pieces that work.

Community Services

Selected Volunteer of the Month of August, for Seward, NE and the State of Nebraska - 2013

Cub Scout Pack 256 CubMaster, Leader, Assistant – 2004-2012

St. John Lutheran Church, Active on various boards and activities – 1998-present

Volunteer Assistant Track Coach, Seward High School – 2001-present

Volunteer Assistant Track Coach, Concordia University –1998-2009



Bottle Rocket Brewing LLC.
230 South 5th Street
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www.bottlerocketbrewing.com

Bottle Rocket Brewing Company Narrative for CDBG

Bottle Rocket Brewing company has been open for business since October 23rd, 2015. The goals for the business have included opening a craft beer establishment, producing excellent quality craft beer, running a business the community would embrace, and increasing production to expand our brand to areas outside of the current location. To reach outside of our current location, for the past two years we have been planning a large scale production facility. Expanding the business to consumers across the county, state, and nation has always been part of the original business plan. At this time, our brewing system only has enough capacity to provide beer to our current location. Starting off with this limited scale allowed our brewmaster time to test and fine-tune each of our beers while establishing the Bottle Rocket brand. The new large scale production facility, with increased system capacity, will give us the ability to grow beyond the current location and meet customer demands.

The large scale system will give us the capacity to increase our production by 15 times. The increase is due to a demand from wholesalers, businesses and clients who want our beer in their establishments and region. Through efforts in personal conversations, marketing, and tourism, we've had requests for our quality beers to be added to taps across Nebraska.

Our immediate expansion plans include hiring two new full-time positions for Tap Room Manager, and Distribution Sales and Promotions coordinator. The Tap Room Manager will oversee all functionality of our existing facility at 230 S. 5th Street in Seward, Nebraska. This will include increasing sales, promoting and booking events, community relationship building, hiring and scheduling employees, and writing social media posts. The Distribution Sales and Promotions coordinator will be responsible for promoting Bottle Rocket's beers and brand name to businesses throughout our city, county and state. This person will develop relationships with contracted distributors and wholesalers, host tastings and craft beer events, and establish familiarity with the Bottle Rocket brand. These two positions above have built-in salary incentives for increased sales.



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Three additional employee positions will be created as the company transitions from an LLC to an S corporation. The three current business partners will become full-time employees in the company. Ryan Koch will transition from a part-time position to full-time Brewmaster, overseeing the production of the beers and purchasing of raw materials. Gerald Homp will transition to a full-time position of President overseeing marketing, public relations and community outreach. Jason Berry will transition to full-time position of Vice President coordinating marketing material development, logistics and distribution. Gerald and Jason will share many of the same responsibilities in the development and growth of the business and brand.

Expansion into large scale production will require multiple funding sources. The funds currently acquired include Bottle Rocket Brewing capital investment of \$75,000 (from private investments) designated for expansion purposes; \$255,000 which purchased the large scale production building (located at 211 South 4th Street in Seward, Nebraska) and up to \$750,000 for the building modification and brewing equipment invested by a landlord business partner.

The City of Seward's CDBG funds of \$175,000 will provide working capital funds for the initial expansion startup costs. These items will include purchasing grains, utilities, labels and packaging, kegs, bottles, hoses, heavy-duty racks, CNC (Computer numerical control) machine which will be used to make tap handles and other marketing pieces), forklift, electrical floor pumps, cleaning supplies, safety equipment, first six months of salaries, OSHA and educational training classes and materials. These various startup items have a total estimated cost of \$1,405,000.

Bottle Rocket Brewing Company Projections

	Year 1 Low	Year 1 High	Year 2	Year 3
Phase 5 - Large Scale Production	1220 bbls Per Year	2440 bbl Per Year	3660 bbl Per Year	4880 bbl Per Year
Revenue	\$663,229.23	\$1,123,258.80	\$1,593,116.36	\$2,038,416.36
Expense	-\$759,201.70	-\$983,106.53	-\$1,326,721.01	-\$1,598,991.11
Profit	-\$95,972.47	\$140,152.27	\$266,395.35	\$439,425.26
Revenue				
Distribution Sales	\$445,300.00	\$890,600.00	\$1,335,900.00	\$1,781,200.00
BRB monthly inhouse sale correction	\$10,462.50	\$10,724.06	\$10,985.63	\$10,985.63
Additional Contracted Production	\$21,840.00	\$22,386.00	\$32,760.00	\$32,760.00
BRB Taproom	\$185,626.73	\$199,548.73	\$213,470.74	\$213,470.74
	\$663,229.23	\$1,123,258.80	\$1,593,116.36	\$2,038,416.36
Expenses				
Distribution Expenses	-\$182,743.80	-\$365,487.60	-\$548,231.40	-\$730,975.20
Taproom/BRB West Operation	-\$190,920.00	-\$197,602.20	-\$204,284.40	-\$204,284.40
Operation Loan \$125,000	-\$27,964.56	-\$27,964.56	-\$27,964.56	-\$27,964.56
Employees	-\$116,128.15	-\$188,357.76	-\$302,116.93	-\$351,315.72
Equipment & Startup	-\$80,278.00	-\$2,400.00	-\$2,400.00	-\$2,400.00
Supplies	-\$78,325.00	-\$83,950.00	-\$89,140.00	-\$96,070.00
Recurring	-\$82,842.19	-\$117,344.41	-\$152,583.73	-\$185,981.23



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Bottle Rocket Brewing Business Plan Summary

Company Summary

Bottle Rocket Brewing Company LLC (BRB) has developed and operated a craft microbrewery in Seward, NE, which has focused on building a strong community where patrons can enjoy high quality beer in a unique and historical setting. The environment is relaxing and perfect for socializing with acquaintances, coworkers, friends and family.

It has become a destination for people from within and from outside of Seward that offers a variety of services and experiences. Built around an historic grain mill within a block of the city square, the facility highlights the rich history of the Seward community with an atmosphere that celebrates the significance of its agricultural origins and illuminates why Nebraskans can be proud of the town designated as the state's 4th of July city.

We are pleased to have accomplished the goals identified in the executive summary of our business plan. Initially drafted in 2014, the plan outlines the concepts of what this business endeavors to be.

Our primary mission is to brew superior craft beer for patrons in the Seward and surrounding communities. The broad selection of beers served in our first floor tap room, tasting room and rooftop patio has catered to novice drinkers as well as those with more sophisticated palates. In general, we have focused more on producing quality beers than on pursuing trendy fads. By gathering their feedback, our patrons have helped determine what new beer recipes we should try, which should be included among our "staples" and what seasonal beers are worth bringing back each year. The result is a collection of high quality beers that includes some mainstays, some rotating seasonals and some experimental flavors all designed to please the most important people in the business: our customers.

Another mission is to provide the people of Seward and surrounding communities with a gathering location for special events, meetings, or conversations with family and friends. In addition to our relaxed taproom, our main event space, second floor area, outdoor grain bin and deck have provided accommodations for many different venues and gatherings.



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A secondary mission was to position the brewery to be a positive influence on economic development in the Seward area by packaging and distributing our uniquely branded beers locally, throughout Nebraska and then nationally. We now find ourselves at the precipice of this mission. Already our taproom and event space has been visited by guests from across the country as well as from overseas. Thus, including information promoting Seward in the branding and marketing of all our products provides us with a unique opportunity to capitalize on the diversity of our patrons and gain recognition beyond our borders. This has tremendous potential for bringing new tourism monies into the city of Seward and into Seward County.

We have maintained a positive relationship with the NLCC and TTB by following the laws and reporting excise taxes in a timely manner. We were audited by the NLCC in June of 2019 and received high marks on our processes, our working relationship with the NLCC and record keeping.

In August of 2019 we signed agreements to lease a large scale production facility and a contract for brewing agreement. The lease agreement is with Middle Creek Ranch LLC for the development and use of the old Seward Youth building (211 S. 4th Street Seward, NE) which is 40 yards to the northeast of our current building. The contract brewing agreement is with Junto Winery (1356 182nd Street Seward, NE) to assist them in developing beer for their location and collaborate in the production of hard cider. You will see more of the next phase of our development with large scale production and distribution in Cash Flow Projections and Marketing Demand sections.

We are proud to say we have stayed focused on these objectives and missions while striving daily to produce quality craft beer, delivering great service and gladly representing the Seward community.

Cash Flow Projection

Expansion for this large scale production requires much more funding than the CDBG funds. The funds currently acquired include Bottle Rocket Brewing capital investment of \$75,000 designated for expansion purposes and a line of credit of \$125,000 from Cornerstone Bank. A landlord business partner has contributed \$255,000 for the building and \$750,000 has been planned for the building modification and brewing equipment.



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The new distribution side of the company will function on an accrual basis for both accounts payable and receivable.

Accounts payable will include items for purchasing grains and bottles, leasing kegs, leasing the building and packaging. The timely ordering, delivery and payment of these items are crucial to the launch of this new side of the company. This is where the addition of the above financial resources becomes necessary.

Accounts receivable will be based on the distributors' payments of all shipping orders net 30. This delay in payments is problematic when start up costs have to be met right away. Some of these include items such as accounts payable and payroll.

Starting the new company expansion can take up to eight months so immediate financial resources are needed. This kind of delay is the nature of the beer production industry. Once equipment is ordered, it can take up to 14 weeks to deliver. During this waiting period we will be completing two other objectives. First, we need to modify the building by removing and replacing reinforced concrete, inserting water and waste management plumbing, building internal rooms and a cooler as seen in the attachment "*BRB East Building Layout*". Second, we will be submitting all the licensing documents to the Nebraska Liquor Control Commission and the TTB, which cannot be done until the building has acquired stamped architectural and engineering drawings.

Once the equipment is set up, the licenses obtained and the initial materials are purchased, then brewing can begin. At first there will be a few test batches. While the brewing may only take a day, the fermentation averages 18-21 days for most of the beers we produce. After the tests are concluded, development and order placements begin. To see our initial year one production schedule, see attached "*BRB Production Schedule*". This year one schedule will commence once the initial testing is completed and production begins.

Initially we will only be supplying kegged beer to locations known as "handles". The goal is to get as many tap "handles" with our beer on them as possible in the initial push. This will be a massive marketing and promotional effort which we expect to be a two month heavy campaign.



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Once the beer becomes established for a few months, we will then begin promotion of the retail packaged items such as cases and six packs. Our plan is to bottle and eventually canned beer. Using bottles connects with the identity our company name.

All of this is not a quick process and it may take 6-8 months to begin seeing a return on this initial investment, thus the need for additional initial capital. The City of Seward's CDBG funds of \$175,000 will provide working capital funds for the initial expansion startup costs. These items will include purchasing grains, utilities, labels and packaging, kegs, bottles, hoses, heavy-duty racks, CNC (Computer numerical control) machine which will be used to make tap handles and other marketing pieces), forklift, electrical floor pumps, cleaning supplies, safety equipment, first six months of salaries, OSHA and educational training classes and materials.

In the attached "*BRB Operation Projections*" a financial breakdown based on production levels is indicated. By our calculations we foresee landing somewhere between the Year 1 low and high range, depending upon the above 6-8 month startup. We will be placing a large amount of capital upfront during those 6-8 months and we hope to balance out by the 12 month point with cash flow.

Management Plan

Bottle Rocket Brewing Company started out as a Limited Liability Corporation founded by Gerald Homp, President, who has worked for over 20 years in the service, marketing and relationship management fields. The key management team will consist of Jason Berry, Vice President, who has over 20 years' experience in business ownership, marketing, advertising, and video production. Ryan Koch, Brewmaster, a structural engineer who started brewing as an avid home beer brewing enthusiast. Koch has brewed beer for over 15 years, won county and statewide awards for his beers and has designed and built his own home brewing system.

With the transition into distribution, the company will make structural operational changes. This involves changing our tax and business structure from an LLC partnership to an S corporation. Transitioning the current owners, Gerald, Jason and Ryan into full-time employees instead of part time contracted positions. Additional expansion of employees will include new full time positions, Tap Room Manager and Distribution Sales and Promotions Coordinator. The Tap Room Manager will oversee all functionality including increasing sales, promoting and booking events, community



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relationship building, hiring and scheduling employees, and social media. The Distribution Sales and Promotions Coordinator will be responsible in promoting Bottle Rocket's beer and brand to businesses throughout our city, county and state. This person will work with and create relationships with contracted distributors and wholesalers, host tastings and craft beer events, and establish familiarity to the Bottle Rocket Brand. These two positions above have built-in salary incentives for increased sales.

A handful of additional part time opportunities will become available. These include a Biologist Yeast Lab Technician, which will help manage our yeast quality and management, and two Brewmaster Assistants, who will prepare equipment, mill grain, keg and clean vessels.

In total, after this transition we will go from zero full time employees and seven part time employees to five full-time and eight part-time employees. A substantial growth for a small business.

Market Demand

Since we began Bottle Rocket Brewing in 2014, Nebraska is now home to over 50 breweries. Our initial year one goal of distribution is to move into the top 15 in the state. This is an aggressive goal but one we believe we can obtain. Heading into 2020 we have a strong grasp of the industry, markets and what it will take to meet those goals.

We have been able to fine tune our beer selection with experience and feedback from customers. We have developed eight flagship beers that are always on tap. These beers along with that client feedback has given us greater insight into what to produce, keg, bottle and distribute.

We have also learned from others in our industry. Other breweries' aggressive and risky direction to immediately move into distribution resulted in low quality beer which gave clientele an unsavory first experience. Our strategy has always been to first understand which of our beers people most enjoy and wish could be served in other locations. This has been discovered through countless conversations and feedback from local customers and those from around the state.



Bottle Rocket Brewing LLC.
230 South 5th Street
Seward, Nebraska 68434
www.bottlerocketbrewing.com

Our patience and diligence in brewing quality beer has now placed us in a very advantageous position. During the last few years we have frequently partnered with Junto Winery in Seward County to serve one another's beverages at special events. For each occasion we had to obtain a Special Designated Licenses (SDL), as required by the Nebraska Liquor Control Commission (NLCC). We soon discovered that this practice, while beneficial, was costly. Furthermore, the NLCC permits only 12 SDLs per year for one location, which was not enough to meet demand. Consequently, the owners of Junto approached us about finding a way to work together.

We are happy with the opportunity to collaborate with Junto Winery in the next phase, something that was not possible when we opened in 2014. With this working relationship, we plan to not only move into a large-scale production facility but to eventually launch hard cider into the market. Currently only a few companies are distributing hard cider in the state, but it is a growing market on which we will be well-positioned to capitalize.

Having established ourselves as a reputable brewery, we have also been fortunate to join the Nebraska Brewers Guild. Participation in the guild has provided us with valuable input into brewing and distribution networks and has given us a sense of how the industry works. Our goal in 2020 and beyond is to move into the top 15 breweries in terms of production, and eventually into the top 10 in the state. While first year production is dependent upon the time required to set up the equipment, test batches of beer and establish product placement, we look for the first-year production levels to be between 1200 and 2400 bbl.

Distribution and marketing placement of products are not only important to the growth of a brewery, but also to its sustainability. For this reason we will be contracting with multiple distribution companies across the state and the midwest to capitalize on their reach and placement. In addition, rather than rely solely on these distributors, we will supplement these efforts by establishing a Distribution Sales and Promotions coordinator position enabling us to send out our own representative to sell and promote our products. This position will also involve attending various local and regional beer festivals across the midwest, particularly in locations where we are working to establish or reinforce our brand. We plan to be very active in the selling, promotion and growth of our distribution network.



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Conclusion

This is an exciting time! We are about to take a step forward not only for our business but for the city and county of Seward. Bottle Rocket Brewing Company already has drawn new tourism to the community in its existing form as a local establishment, but as has been the case with other breweries who have increased their national visibility, we know it can do much more. Extending the reach of our brand and its connection to Seward through distribution will not only bring new tax revenue into the city, but new tourism monies as well. Thus, our continued desire to grow is not only to benefit ourselves, but to strengthen our entire community. As stated in the "Company Summary" at the beginning of this document, our philosophy can be summarized in this simple statement: "The brewery succeeds only when the city of Seward succeeds". This is something we wholeheartedly believe. We see investing in our community as one of our greatest responsibilities and the addition of CDBG funds will greatly assist us in this mission.



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❖ Building, Equipment and Furnishings (Equity)

<input type="checkbox"/> Oven	\$825.00
<input type="checkbox"/> Tap and Cooler System	\$10,790.00
<input type="checkbox"/> HVAC System	\$18,234.85
<input type="checkbox"/> 2003 Dodge Ram Truck	\$3,246.79
<input type="checkbox"/> Building Improvement	\$134,500.00
<input type="checkbox"/> Tables & Chairs	\$1,000.00
<input type="checkbox"/> Building	\$375,300.00
<input type="checkbox"/> 80 Gallon Storage Tank	\$798.00
<input type="checkbox"/> GPD RO System	\$795.00
<input type="checkbox"/> Signage	\$2,999.76
<input type="checkbox"/> Brew Tanks	<u>\$31,749.81</u>
TOTAL:	\$580,239.21

TREASURER'S REPORT	MONTH OF: JANUARY 2020					
VARIANCE AT: 33.33%						
	REVENUE	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	REVENUE	VARIANCE	BALANCE	REVENUE	B/W BUDGET YEARS
ELECTRIC	\$9,950,500.00	\$3,039,660.57	30.55%	\$6,910,839.43	\$ 2,966,087.37	\$ 73,573.20
ELEC BOND PYMT						
WATER	\$1,897,050.00	\$582,230.39	30.69%	\$1,314,819.61	\$ 542,477.38	\$ 39,753.01
WATER BOND PYMTS						
WATER SINKING FUND	\$20,000.00	\$0.00	0.00%	\$20,000.00	\$ 0.00	\$ 0.00
WASTEWATER TREATMENT	\$1,535,750.00	\$522,759.42	34.04%	\$1,012,990.58	\$ 506,991.41	\$ 15,768.01
WWTW BOND PYMT						
WWTW SINKING FUND	\$15,000.00	\$0.00	0.00%	\$15,000.00	\$ 0.00	\$ 0.00
TOTAL BUSINESS-TYPE FUNDS	\$13,418,300.00	\$4,144,650.38		\$9,273,649.62	\$ 4,015,556.16	\$ 129,094.22
LEGISLATIVE (LESS DONATIONS)						
DONATIONS						
LEGAL						
POLICE	\$7,350.00	\$3,037.85	41.33%	\$4,312.15	\$2,114.86	\$ 922.99
E911						
POLICE EQUITABLE SHARING	\$100,000.00	\$0.00	0.00%	\$100,000.00	\$0.00	\$ 0.00
STREET	\$5,564,147.00	\$363,282.68	6.53%	\$5,200,864.32	\$338,573.53	\$ 24,709.15
STREET STP	\$144,386.00	\$4.81	0.00%	\$144,381.19	\$425,233.16	-\$ 425,228.35
DEBT SERVICE	\$570,412.00	\$431,085.74	75.57%	\$139,326.26	\$1,109.97	\$ 429,975.77
RAIL CAMPUS	\$1,000.00	\$6,000.00	0.00%	-\$5,000.00	\$0.00	\$ 6,000.00
CDBG ECON. DEV. LOAN FUND	\$300.00	\$371.88	123.96%	-\$71.88	\$343.58	\$ 28.30
CDBG AFFORD HOUSING	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$ 0.00
CDBG RURAL ENTERPRISE ASST	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$ 0.00
CDBG RAIL SITE	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$ 0.00
CDBG DOWNTOWN REVITAL GRANT	\$308,000.00	\$91,647.45	29.76%	\$216,352.55	\$10,494.00	\$ 81,153.45
BLDGS & GRDS (CITY HALL)	\$36,000.00	\$12,000.00	33.33%	\$24,000.00	\$12,000.00	\$ 0.00
CIVIC CENTER	\$276,252.00	\$38,324.60	13.87%	\$237,927.40	\$33,825.38	\$ 4,499.22
LIBRARY (LESS LIB MAINT FUND)	\$74,050.00	\$9,283.34	12.54%	\$64,766.66	\$8,427.95	\$ 855.39
LIBRARY MAINTENANCE FUND	\$50.00	\$32.49	0.00%	\$17.51	\$46.59	-\$ 14.10
PUBLIC PROPERTIES	\$17,050.00	\$1,202.82	7.05%	\$15,847.18	\$44,870.64	-\$ 43,667.82
CEMETERY	\$40,000.00	\$14,375.00	35.94%	\$25,625.00	\$17,303.29	-\$ 2,928.29
GOLF COURSE	\$246,600.00	\$8,767.25	3.56%	\$237,832.75	\$15,907.69	-\$ 7,140.44
NEW PARK DEVELOPMENT	\$350.00	\$129.49	37.00%	\$220.51	\$6,865.78	-\$ 6,736.29
NEW CEMETERY DEVELOPMENT	\$500.00	\$386.09	77.22%	\$113.91	\$354.72	\$ 31.37
GUTHMAN TRUST - REGULAR	\$260.00	\$123.00	47.31%	\$137.00	\$89.91	\$ 33.09
GUTHMAN TRUST - PAVING	\$100.00	\$40.85	40.85%	\$59.15	\$37.53	\$ 3.32
PERPETUAL CARE - PRINCIPAL	\$6,000.00	\$2,550.00	42.50%	\$3,450.00	\$2,500.00	\$ 50.00
PERPETUAL CARE - INTEREST	\$500.00	\$434.70	86.94%	\$65.30	\$382.06	\$ 52.64
BLDGS & GRDS (OTHER)	\$150.00	\$0.00	0.00%	\$150.00	\$0.00	\$ 0.00
BUILDING INSPECTION	\$92,200.00	\$68,235.90	74.01%	\$23,964.10	\$48,071.01	\$ 20,164.89
FIRE (LESS DONATIONS)	\$50,075.00	\$0.00	0.00%	\$50,075.00	\$642.60	-\$ 642.60
FIRE DONATIONS	\$100,000.00	\$0.00	0.00%	\$100,000.00	\$0.00	\$ 0.00
FIRE EQUIPMENT SINKING FUND	\$62,200.00	\$1,372.99	2.21%	\$60,827.01	\$871.04	\$ 501.95
TREE BOARD	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$ 0.00
PLANNING COMMISSION	\$5,100.00	\$1,655.00	32.45%	\$3,445.00	\$40,955.25	-\$ 39,300.25
ENGINEER	\$131,639.00	\$0.00	0.00%	\$0.00	\$ 0.00	\$ 0.00
DOWDING POOL (LESS DONATIONS)	\$85,050.00	\$280.37	0.33%	\$84,769.63	\$ 420.56	-\$ 140.19
POOL DONATIONS	\$130,000.00	\$0.00	0.00%	\$130,000.00	\$ 0.00	\$ 0.00
CONCESSION STAND	\$800.00	\$0.00	0.00%	\$800.00	\$ 0.00	\$ 0.00
SWIMMING LESSONS	\$18,000.00	\$0.00	0.00%	\$18,000.00	\$ 0.00	\$ 0.00
RECREATION	\$39,100.00	\$11,523.62	29.47%	\$27,576.38	\$ 10,041.29	\$ 1,482.33
SPORTS COMPLEX LIGHTS	\$300.00	\$125.16	41.72%	\$174.84	\$ 143.87	-\$ 18.71
SENIOR CENTER	\$68,500.00	\$24,552.88	35.84%	\$43,947.12	\$ 18,048.73	\$ 6,504.15
SENIOR SHUTTLE	\$3,088.00	\$1,313.35	42.53%	\$1,774.65	\$ 688.58	\$ 624.77
RECYCLING	\$5,000.00	\$506.00	10.12%	\$4,494.00	\$ 396.81	\$ 109.19
ECONOMIC DEVELOPMENT	\$257,902.00	\$83,318.36	32.31%	\$174,583.64	\$ 112,077.82	-\$ 28,759.46
TAX INCREMENT FINANCING	\$357,355.00	\$102,366.95	28.65%	\$254,988.05	\$ 82,969.31	\$ 19,397.64
GENERAL REVENUES**	\$4,166,635.00	\$778,120.35	18.68%	\$3,388,514.65	\$ 662,246.27	\$ 115,874.08
TOTAL GOVERNMENTAL FUNDS	\$12,966,401.00	\$2,056,450.97	15.86%	\$ 10,778,311.03	\$ 1,898,053.78	\$ 158,397.19
	**Include 501.01 (City Sales Tax-Rev-State) thru 501.069 (Occupation Tax-Telecom-Mobile) and 501.56 (Donations-Revenue), 501.87 (Municipal Equalization (State), 501.90 thru 501.999 (General) and possibly 581.01 (Bldg Insp-Bldg Permits)					

TREASURER'S REPORT		MONTH OF: JANUARY 2020				
VARIANCE AT: 33.33%						
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS
ELECTRIC	\$ 11,219,036.00	\$ 3,312,472.23	29.53%	\$ 7,906,563.77	\$ 2,894,265.33	\$ 418,206.90
ELEC BOND PYMT	\$ 495,934.00	\$ 0.00	0.00%	\$ 495,934.00	\$ 0.00	\$ 0.00
WATER	\$ 2,060,915.00	\$ 499,743.44	24.25%	\$ 1,561,171.56	\$ 413,962.02	\$ 85,781.42
WATER BOND PYMTS	\$ 400,220.00	\$ 141,285.30	35.30%	\$ 258,934.70	\$ 142,690.55	-\$ 1,405.25
WATER SINKING FUND	\$ 30,000.00	\$ 0.00	0.00%	\$ 30,000.00	\$ 0.00	\$ 0.00
WASTEWATER TREATMENT	\$ 1,473,694.00	\$ 417,220.57	28.31%	\$ 1,056,473.43	\$ 363,971.28	\$ 53,249.29
WWTW BOND PYMT	\$ 314,703.00	\$ 8,048.50	2.56%	\$ 306,654.50	\$ 7,847.25	\$ 201.25
WWTW SINKING FUND	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL BUSINESS-TYPE FUNDS	\$ 15,994,502.00	\$ 4,378,770.04	27.38%	\$ 11,615,731.96	\$ 3,822,736.43	\$ 556,033.61
LEGISLATIVE (LESS DONATIONS)	\$ 731,414.00	\$ 99,400.56	13.59%	\$ 632,013.44	\$ 105,252.62	-\$ 5,852.06
DONATIONS	\$ 100,000.00	\$ 164.95	0.16%	\$ 99,835.05	\$ 880.00	-\$ 715.05
LEGAL	\$ 69,299.00	\$ 24,731.12	35.69%	\$ 44,567.88	\$ 18,844.74	\$ 5,886.38
POLICE	\$ 1,345,565.00	\$ 388,734.58	28.89%	\$ 956,830.42	\$ 445,073.02	-\$ 56,338.44
E911	\$ 224,310.00	\$ 56,077.50	25.00%	\$ 168,232.50	\$ 77,887.68	-\$ 21,810.18
POLICE EQUITABLE SHARING	\$ 100,000.00	\$ 0.00	0.00%	\$ 100,000.00	\$ 0.00	\$ 0.00
STREET	\$ 6,321,628.00	\$ 721,483.45	11.41%	\$ 5,600,144.55	\$ 479,332.53	\$ 242,150.92
STP FUNDS	\$ 138,835.00	\$ 0.00	0.00%	\$ 138,835.00	\$ 0.00	\$ 0.00
DEBT SERVICE	\$ 567,912.00	\$ 359,609.55	63.32%	\$ 208,302.45	\$ 358,311.80	\$ 1,297.75
RAIL CAMPUS	\$ 40,000.00	\$ 19,246.67	48.12%	\$ 20,753.33	\$ 4,349.00	\$ 14,897.67
CDBG ECON. DEV. LOAN FUND	\$ 2,000.00	\$ 0.00	0.00%	\$ 2,000.00	\$ 0.00	\$ 0.00
CDBG AFFORD HOUSING	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	\$ 0.00	\$ 0.00
CDBG RURAL ENTERPRISE ASST	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	\$ 0.00	\$ 0.00
CDBG RAIL SITE	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	\$ 0.00	\$ 0.00
CDBG-DOWNTOWN REVITAL GRANT	\$ 308,000.00	\$ 91,647.45	29.76%	\$ 216,352.55	\$ 10,494.30	\$ 81,153.15
BLDGS & GRDS (CITY HALL)	\$ 40,478.00	\$ 11,124.15	27.48%	\$ 29,353.85	\$ 12,495.45	-\$ 1,371.30
CIVIC CENTER	\$ 276,252.00	\$ 52,557.31	19.03%	\$ 223,694.69	\$ 45,212.66	\$ 7,344.65
LIBRARY (LESS BLDG. IMPRV)	\$ 575,352.00	\$ 155,398.29	27.01%	\$ 419,953.71	\$ 164,950.02	-\$ 9,551.73
LIBRARY MAINTENANCE FUND	\$ 20,000.00	\$ 13,237.50	66.19%	\$ 6,762.50	\$ 0.00	\$ 13,237.50
PUBLIC PROPERTIES	\$ 467,254.00	\$ 134,990.62	28.89%	\$ 332,263.38	\$ 129,209.70	\$ 5,780.92
CEMETERY	\$ 200,279.00	\$ 49,355.83	24.64%	\$ 150,923.17	\$ 48,462.63	\$ 893.20
GOLF COURSE	\$ 531,758.00	\$ 105,881.44	19.91%	\$ 425,876.56	\$ 98,318.85	\$ 7,562.59
NEW PARK DEVELOPMENT	\$ 205,000.00	\$ 56,681.50	27.65%	\$ 148,318.50	\$ 7,158.09	\$ 49,523.41
NEW CEMETERY DEVELOPMENT	\$ 1,000.00	\$ 0.00	0.00%	\$ 1,000.00	\$ 0.00	\$ 0.00
GUTHMAN TRUST - REGULAR	\$ 145.00	\$ 0.00	0.00%	\$ 145.00	\$ 0.00	\$ 0.00
GUTHMAN TRUST - PAVING	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	\$ 0.00	\$ 0.00
PERPETUAL CARE - PRINCIPAL	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	\$ 0.00	\$ 0.00
PERPETUAL CARE - INTEREST	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	\$ 0.00	\$ 0.00
BLDGS & GRDS (OTHER)	\$ 12,575.00	\$ 402.25	3.20%	\$ 12,172.75	\$ 1,636.40	-\$ 1,234.15
BUILDING INSPECTION	\$ 107,622.00	\$ 34,848.90	32.38%	\$ 72,773.10	\$ 32,769.06	\$ 2,079.84
FIRE (LESS DONATIONS)	\$ 266,259.00	\$ 38,927.04	14.62%	\$ 227,331.96	\$ 52,245.49	-\$ 13,318.45
FIRE DONATIONS	\$ 100,000.00	\$ 0.00	0.00%	\$ 100,000.00	\$ 0.00	\$ 0.00
FIRE EQUIPMENT SINKING FUND	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	\$ 600.00	-\$ 600.00
TREE BOARD	\$ 2,550.00	\$ 0.00	0.00%	\$ 2,550.00	\$ 542.01	-\$ 542.01
PLANNING COMMISSION	\$ 39,322.00	\$ 36,735.82	93.42%	\$ 2,586.18	\$ 93,524.87	-\$ 56,789.05
ENGINEER	\$ 174,530.00	\$ 51,530.67	29.53%	\$ 0.00	\$ 0.00	\$ 51,530.67
DOWDING POOL (LESS DONATIONS)	\$ 370,304.00	\$ 94,354.71	25.48%	\$ 275,949.29	\$ 56,159.64	\$ 38,195.07
POOL DONATIONS	\$ 130,000.00	\$ 0.00	0.00%	\$ 130,000.00	\$ 0.00	\$ 0.00
CONCESSION STAND	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	\$ 0.00	\$ 0.00
SWIMMING LESSONS	\$ 13,750.00	\$ 0.00	0.00%	\$ 13,750.00	\$ 0.00	\$ 0.00
RECREATION	\$ 249,353.00	\$ 90,731.91	36.39%	\$ 158,621.09	\$ 88,815.34	\$ 1,916.57
SPORTS COMPLEX LIGHTS	\$ 30,000.00	\$ 30,000.00	100.00%	\$ 0.00	\$ 0.00	\$ 30,000.00
SENIOR CENTER	\$ 155,426.00	\$ 36,130.16	23.25%	\$ 119,295.84	\$ 42,644.53	-\$ 6,514.37
SENIOR SHUTTLE	\$ 3,088.00	\$ 1,621.18	52.50%	\$ 1,466.82	\$ 939.43	\$ 681.75
RECYCLING	\$ 39,814.00	\$ 22,204.04	55.77%	\$ 17,609.96	\$ 9,677.46	\$ 12,526.58
ECONOMIC DEVELOPMENT	\$ 200,150.00	\$ 1,822.07	0.91%	\$ 198,327.93	\$ 96,378.50	-\$ 94,556.43
TAX INCREMENT FINANCING	\$ 336,038.00	\$ 95,596.57	28.45%	\$ 240,441.43	\$ 107,930.28	-\$ 12,333.71
TOTAL GOVERNMENTAL FUNDS	\$ 14,497,262.00	\$ 2,875,227.79		\$ 11,499,034.88	\$ 2,590,096.10	\$ 285,131.69

February 4, 2020

The Seward City Council met at 7:00 p.m. on Tuesday, February 4, 2020, with Mayor Joshua Eickmeier presiding and Assistant Administrator /Clerk-Treasurer /Budget & Human Resources Director Bonnie Otte recording the proceedings. Upon roll call, the following Councilmembers were present: Jonathon Wilken, Ellen Beck, Sid Kamprath, Jessica Kolterman, Karl Miller, John Singleton, Chris Schmit, Alyssa Hendrix. Absent: None. Other officials present: City Administrator Greg Butcher and City Attorney Kelly Hoffschneider.

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

THE PLEDGE OF ALLEGIANCE

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

1. APPROVAL OF MINUTES OF JANUARY 21, 2020 COUNCIL MEETING

Councilmember Singleton moved, seconded by Councilmember Schmit, that the minutes of the January 21, 2019 City Council meeting be approved.

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

1-2. CONSENT AGENDA CONSIDERATION ITEMS

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

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

CLAIMS LIST
2-4-20
COUNCIL MEETING

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

Anderson Technologies Inc	Ma	453.59
Arrow Architecture	Se	60.00
Bertrand Tami	Misc	288.26

February 4, 2020

Bockoven Tyler	Misc	164.12
Border States Industries	Re	1,988.01
Capital Overhead Door Co	Re	190.91
Carroll Construction Supp	Su	704.00
Chase Card Service		2,366.99
Walmart	Su, Meals	199.13
WPSG, Inc	Eq	28.19
Intersport Group, Inc	Eq	194.98
Scheels	Aqua Chem Donation -Awards	100.00
Total Tool Supply	Tools	205.81
Too Fast Supply	Su	55.25
Amazon Mktp	Su	142.59
OSI*UnitedStatesFlag	Flags	71.90
Runza	Meals	80.32
Pac N Save	Meals	23.98
Amazon.com	Su	241.36
Talech	Se	67.00
UNL Agronomy Hort	Trng	80.00
Sams Club	Meals, Su	306.19
Super Saver	Meals	22.05
MSFT	Se	105.94
Lou & Mary Annes Bar	Meals	142.30
Humanities Nebraska	Ex	300.00
City Seward Electric Fund	Util	40,160.51
City Seward Library Petty	Su	163.89
City Seward Payroll Accou	Payroll	153,198.10
Commonwealth Electric Co	Ci	16,136.00
Continental Fire/Alarm/De	Bu	234.01
Control Services Inc	Ci	38,870.00
D J Gongol & Associates	Ma	3,495.26
Danko Emergency Equipment	Eq, Tools	295.65
Ditch Witch Undercon	Re	2,636.40
Double E Equipment Repair	Re	179.06
Eakes Office Solutions	Su	9.28
Ed Schulz LLC	Su	1,677.72
Emergency Medical Product	Su	482.00
Farmers Coop Seward	Su, Re	232.64
Fastenal Company	Su	559.24
First Wireless Inc	Se	2,410.00
Firstar Fiber Inc	Se	21.94
Galls LLC	Un, Eq	168.84
Graham Tire	Re	1,266.30
Great Plains Communication	Se	586.00
Hach Company	Su	390.06
Hackbart Cory	Misc	53.02
Hamilton Equipment Company	Re	108.84
Heartland Tires & Treads	Re	5,454.18
Helmlink Printing/Grph Inc	Su	342.00
Higgins Tylor	Re	405.00
Hireright LLC	Se	147.09
Hoffschneider Law Pc LLO	Se	4,500.00
Husker Electric Supply Co	Re, Su, Bu	964.75
Hydraulic Equipment Servi	Tools	181.37
J C I Industries Inc	Bu	214.41
J E O Consulting Group In	Se	1,026.25
Jacobsen Rock & Gravel	Ma, Su	16,701.03
Last Mile Network Consult	Se	75.30
Lincoln Tree Service Inc	Se	4,750.00
L-Tron Corp	Su	48.50
Matheson Tri-Gas Inc	Su	259.20
Merchant Job Trainin	Trng	550.00
Mid-American Benefits Inc	Ins	427.00

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Midwest Petroleum Equip	Eq	215.66
Nebraska D A S Acct OCIO	Se	231.00
Nebraska Equipment Inc	Re	327.95
Nebraska Health Environme	Se	867.00
Nebraska Revenue	Lodging Tax	499.05
Norris Public Power Distr	Util	1,000.92
Olsson	Se	6,992.24
O'Reilly Automotive Inc	Re, Su	604.86
Orscheln Farm & Home	Su, Bu, Re, Tools	978.31
Plains Equipment Group In	Re, Eq	141.05
Plunkett's Pest Control	Bu	61.61
Quill Corp	Su	211.34
Rathjen Shad	Un	59.91
Resco (Rural Elec Su Coop	Tools	1,075.00
Seward County Chamber & D	Misc, Ex	321.55
Skarshaug Testing Laborat	Eq	246.79
Time Warner Cable	Se	709.39
U S Cellular	Se	214.19
United Rentals	Re	1,485.69
Verizon Wireless	Se	300.77
	CLAIMS TOTAL	<u>\$322,141.00</u>

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

Nay: None

Absent: None. Motion carried.

CONFIRMATION OF MAYOR APPOINTMENTS

1. - 9. APPOINTMENTS

Councilmember Kolterman moved, seconded by Councilmember Kamprath to confirm the following: that Randy Chapp be reappointed to the Park and Recreation Board for a 3-Yr term; that Mike Hecker be reappointed to the Community Redevelopment Authority for Tax Increment Financing (CRA) for a 5-Yr term; that Curt Sherman and Stan Obermueller be reappointed to the Citizen Advisory Review Committee (Economic Development Plan) for a 3-Yr term; that Claudia Horton and Patty Payne be reappointed to the Cemetery Board for a 3-Yr term; that Juanita Goings be reappointed to the Civic Center Commission for a 3-Yr term; that Ann Underwood and Trish Johnson (resident) be reappointed to the LB840 Sales Tax Application Review Board for Economic Development for a 3-Yr term; that Georgia Hackworth be reappointed to the Housing Authority for a 5-Yr term; that Trish Johnson be appointed (replace Gary Pomeranke), and John Owens and Ann Underwood be reappointed to the CDBG Application Review Board for Economic Development (Program Loan Reuse) for a 3-Yr term; that Boyd Gabel be reappointed to the Housing Appeals Board for a 3-Yr term.

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

Nay: None

Absent: None. Motion carried.

ADMINISTRATIVE ITEMS

1. PRESENTATION AND ACCEPTANCE OF 2018-2019 ANNUAL AUDIT

Marcy Luth, AMGL, PC, presented the 2018-2019 annual audit. She provided benchmarking information comparing the City of Seward with 12 other cities of comparable size and noted the City had a strong valuation/capita and is efficient in revenues compared to expenses compared to the peers on the benchmark. She commented she would like to see the Street cash position higher as well as electric department operations revenue, but understands the amount fluctuates based on projects. She commented the City has made some capital investments and paid down debt. The cash reserves were good. She encouraged

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the Council to continue to review financial statements and to pay attention to payments made as part of the best practice for fiscal oversight.

Councilmember Schmit moved, seconded by Councilmember Beck, that the 2018-2019 annual audit be accepted.

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

2. RESOLUTION AWARDING BID FOR KAROL KAY BLVD, BADER-HILLCREST FEDERAL AID CITY PROJECT URB-6763(1) TO ME COLLINS CONTRACTING COMPANY, INC IN THE AMOUNT OF \$804,428.36 AND APPROVING PLANS AND SPECIFICATIONS USED IN THE NEBRASKA DEPARTMENT OF TRANSPORTATION BIDDING PROCESS (TABLED FROM 1-21-20)

City Administrator Butcher stated that at the January 21, 2020 City Council meeting, the Council was informed that the Eastridge Homeowners Association (HOA) filed a request for audit of the Karol Kay project with the US Department of Transportation/Office of Inspector General (OIG); letter dated January 4, 2020. The City was made aware of the request on January 21, 2020 and for this reason, the Council tabled the award of bid for the project to allow City Administration time to follow up with the OIG's office to provide the Council more information.

Mr. Butcher stated City Attorney Hoffschneider contacted the OIG office (Scott Harding) confirming that the OIG had received the audit request from the HOA and inquiring as to the process for acting on the request. Receipt of the request was confirmed.

Mr. Butcher stated that the Nebraska Department of Transportation (NDOT) has not heard of this type of audit request for projects they have been involved with. The Federal Highway Department in Lincoln could not offer insight in the process or timeline for response from the OIG or how that response could impact the project.

Mr. Butcher stated City Attorney Hoffschneider inquired of Mr. Harding as to whether the audit request submitted to the OIG or any part of the process or response was of a public nature. The City was urged to file a (Freedom of Information Act) FOIA request of which City Attorney Hoffschneider submitted. Mr. Butcher stated the City received a response today (February 4, 2020) from the OIG that their office did not have any on-going audits regarding the specified project listed in the FOIA request.

Mr. Butcher stated the City contacted Greg Damman (legal representation for the Eastridge Homeowner's Association) inquiring whether the Association had received anything back from the OIG's office, of which he was told the HOA had not heard from or received any communication from the OIG.

Mr. Hardy at the OIG's office will be contacted again with a request to expedite a response. Mr. Butcher stated the bid letting was on January 16 and he believes the bid is good for 30 days.

Mayor Eickmeier stated a lot of energy and resources have been spent to determine and access this audit information. The risk of moving forward with awarding the bid is if the Federal Government decided to pull the funding, based on something found in the audit, (as eluded to in the HOA request for audit) the City would have to make up for the lost funding. If the Council chooses to table the item until more information can be gathered, there is no need to discuss the item further as more discussion can take place when the item is back before the Council for consideration.

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Mayor Eickmeier stated that the other risk is if action is not taken prior to the expiration of the bid, the State would have to rebid the project with the likelihood that the costs for the project would increase (availability of a contractor, material costs, etc.). All delays cost money. He added that if the City receives a definitive answer within the next few days (prior to bid expiration), a special meeting could be called for the Council to consider awarding the bid. He added that he is concerned that the effort to drag out the project (by the HOA) will only drive up the cost to the taxpayers of the City.

He stated that there appears to be misinformation in the community that if the project is not awarded, the City and federal dollars could be moved to another project. The reality is that the City has already expended the funds on this project and any federal obligation is just lost (is not available for any other project).

There was a Council question as to the timeframe as to when the federal funds expire.

City Administrator Butcher stated the funding for this project was obligated in 2009. He did not have a definitive date of when the obligation could expire. He said the project was awarded as an 80 (federal)/20 (City) project with the maximum federal award capped at \$740,000. He said any increased costs above the cap are the responsibility of the City. Currently the Project has expended close to \$300,000. Mr. Butcher added that the only person (entity) explicitly stating that federal funds could be pulled is the HOA's attorney, Mr. Damman, via the letter to the OIG.

City Attorney Hoffschneider stated he would assume, if the OIG were to offer a response to the audit request, it would be in the form of a recommendation to the NDOT.

Mr. Butcher added that the OIG audited NDOT in 2019 as it relates to the funding source for this project.

Mayor Eickmeier stated it appears the request for an audit by the Homeowners Association is a tactic to attempt stop the project. This project has been in the City plans for twenty years. He shared caution that not awarding a project based on members of a neighborhood not wanting it to move forward may only set a precedent for action/reaction of citizens on future projects being considered.

A Council comment was that the engineering costs were not driven up by delays by the Homeowner's Association, but rather because the original project was in a wetlands area and had to be reengineered (moved the project out of the wetlands). Mr. Butcher stated the area was originally to be park land.

Councilmember Kamprath stated that it is the right of citizens to petition the government and the request for audit is in a way such a petition. It may cost the government more money, but it is a right. He said he is aware of the Council talking about the project for nine years and there are still too many unknowns. He said it is frustrating to be asked to make a decision without having all of the information. He said at this point, there is an assumption the costs will increase if the project is delayed and there is an assumption that the federal funds could be pulled, but neither is definitive. He said the costs of the project have already increased considerably from when it was originally proposed. He concluded stating that adding a little more cost to the project doesn't seem to make that much difference.

Councilmember Kamprath moved, seconded by Councilmember Kolterman, to table the resolution awarding bid for the Karol Kay Blvd, Bader-Hillcrest federal aid City project URB-6763(1) to ME Collins Contracting Company, Inc

February 4, 2020

in the amount of \$804,428.36 and approving plans and specifications used in the Nebraska Department of Transportation bidding process to such a date that additional information can be obtained on the Eastridge HOA audit request from the Office of Inspector General and should additional information be obtained prior to the bid's expiration date, that a special meeting be called to consider the resolution.

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

Nay: Miller, Hendrix

Absent: None. Motion carried.

3. ORDINANCE TO VACATE UTILITY EASEMENTS ON LOTS 1, 2, 3, 4, 5, 6, 7, 8, AND 9, BLOCK 2 IN THE PLAT ENTITLED "FAIRWAY WOODS ADDITION", CITY OF SEWARD

City Administrator Butcher stated the developer is requesting to vacate the utility easements to create larger lots for buildable space. The developer is paying all fees to relocate the utilities that have already been installed within the easements.

Ordinance No. 2020-5 vacating utility easements on Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Block 2 in the Plat entitled "Fairway Woods Addition" was adopted.

Councilmember Wilken moved, seconded by Councilmember Schmit, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and approving **Ordinance No. 2020-5**, "AN ORDINANCE TO VACATE UTILITY EASEMENTS ON LOTS 1, 2, 3, 4, 5, 6, 7, 8, AND 9, BLOCK 2 IN THE PLAT ENTITLED "FAIRWAY WOODS ADDITION" AS HEREINAFTER SET FORTH; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT", be preserved and kept in a separate and distinct volume known as "Ordinance Record, City of Seward, Nebraska", and that said separate and distinct volume be incorporated in and made a part of these proceedings and the same as though it were spread at large herein.

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

Nay: None

Absent: None. Motion carried.

4. MASTER AGREEMENT WITH SHORT ELLIOTT HENDRICKSON, INC FOR CONTRACTED ENGINEERING SERVICES

City Administrator Butcher stated former City Engineer Jake Vasa is currently employed by Short Elliott Hendrickson, Inc. Since Mr. Vasa is familiar with several of the City's projects that are currently in process and a new city engineer has not been hired, he reached out to Mr. Vasa and his new firm to see if they would be interested in an agreement for Mr. Vasa's continued service on these projects. The Master and General agreements outline the terms of service for Mr. Vasa and the fees.

Councilmember Kamprath moved, seconded by Councilmember Kolterman, that the Master Agreement with Short Elliott Hendrickson, Inc. for contracted engineering services be approved.

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

Nay: None

Absent: None. Motion carried.

4A. GENERAL SERVICES AGREEMENT WITH SHORT ELLIOTT HENDRICKSON, INC FOR CONTRACTED ENGINEERING SERVICES FOR REVISIONS TO THE WATER MAINS PLANS

Councilmember Wilken moved, seconded by Councilmember Schmit, that the General Services Agreement with Short Elliott Hendrickson, Inc. for contracted engineering services for revisions to the water mains plans be approved.

February 4, 2020

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

5. RESOLUTION APPROVING THE UPPER BIG BLUE NATURAL RESOURCES DISTRICT
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN UPDATE

Councilmember Kamprath introduced the following resolution:

RESOLUTION 2020-6

WHEREAS, the Federal Disaster Mitigation Act of 2000 was signed in to law on October 30, 2000, placing new emphasis on state and local mitigation planning for natural hazards and requiring communities to adopt a hazard mitigation action plan to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, a Multi-Jurisdictional Hazard Mitigation Plan was prepared by the Upper Big Blue Natural Resources District, with assistance from JEO Consulting Group, Inc. of Lincoln, NE.

WHEREAS, the purpose of the mitigation plan was to lessen the effects of disasters by increasing the disaster resistance of the Natural Resources District and participating jurisdictions located within the planning boundary by identifying the hazards that affect the City of Seward and prioritize mitigation strategies to reduce potential loss of life and property damage from those hazards, and

WHEREAS, FEMA regulations require documentation that the plan has been formally adopted by the governing body of the City of Seward in the form of a resolution and further requesting approval of the plan at the Federal Level; and

NOW, THEREFORE, the governing body of the City of Seward does herewith adopt the Upper Big Blue Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan Update in its entirety; and

Councilmember Schmit moved, seconded by Councilmember Hendrix that the resolution be adopted.

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

PASSED AND APPROVED this 4th day of February, 2020.

Mayor, Joshua Eickmeier

ATTEST:

Assistant Administrator
City Clerk-Treasurer
Budget & HR Director

REPORTS

1. CITY ADMINISTRATOR'S REPORT

February 4, 2020

Councilmember Kamprath moved, seconded by Councilmember Kolterman, that City Administrator Butcher's report of February 4, 2020 be accepted.

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

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

ANNOUNCEMENT OF UPCOMING EVENTS

STRATEGY SESSION

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

At 8:00 p.m., Councilmember Schmit moved, seconded by Councilmember Singleton, that the Council enter into closed session with the Mayor, City Administrator, Seward County Community Development Partnership CEO Jonathan Jank, and City Attorney, for the protection of the public interest and to discuss the Commercial Rail Campus Development Area real estate interests and to provide the City Attorney with negotiating guidance, for a period not to exceed 15 minutes.

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

Mayor Eickmeier stated the Council has voted to go into closed session for the protection of the public interest and to discuss the Commercial Rail Campus Development Area real estate interests and to provide the City Attorney with negotiating guidance.

Assistant Administrator/Clerk-Treasurer/Budget & HR Director Otte left the meeting. City Administrator Butcher recorded the remainder of the meeting.

At 8:09 p.m., the closed session ended and the following Councilmembers reconvened to regular session: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix. Absent: None.

Mayor Eickmeier announced that no formal action was taken during the executive session.

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Kamprath, that the February 4, 2020 City Council Meeting be adjourned.

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

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

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

SEWARD, NEBRASKA

Meeting:

SEWARD CDBG EDRLF APPLICATION REVIEW COMMITTEE

MINUTES

A. CALL TO ORDER – City Administrator, Greg Butcher called the meeting to order at 5:30 p.m. on Thursday, January 30, 2020. Butcher announced that the Open Meetings Act is posted on the wall of the Municipal Building.

B. ROLL CALL – Attendance was taken by roll call with the following members being present; Ann Underwood, Jeremy Tonniges, Jonathan Wilken and Pat Coldiron. A quorum of members was present.

Members absent were as follows: Cory Mueller, Alyssa Hendrix, John Owens

Also present was: Greg Butcher, City Administrator; Jonathan Jank, Seward County Chamber & Development Partnership; and Trey Ertmer, Program Administrator

C. CURRENT BUSINESS

1. Plan Amendment Review and Recommendation to City Council

Butcher gave an overview of the current Economic Development Plan that the committee is operating under. The current plan was last updated in 2007 and is not current with the requirements set by Community Development Block Grant and the Nebraska Department of Economic Development. Updating the plan would allow for more flexibility and open up additional opportunities for all businesses to utilize the funds. Updates to the plan came from recommendation by the Program Administrator who has worked with several communities with updates to their plan. Tonniges made a motion to recommend approval of the updated plan as drafted. Second by Wilken. Motion passed unanimously by acclamation.

2. Received project proposal for consideration of a CDBG EDLF application from Kosmicki Koch Associates, LLC dba Café on the Square (#19-ED-02-SEDRLF) for an economic development reuse loan, consider action:

The Program Administrator directed the committee to the project proposal and application documents. After careful consideration, Tonniges made a motion to recommend approval of a “Reuse Loan” in the amount of \$17,161.38 with the requested 10-year term at 0% interest. The loan is to be forgiven after 5 years, if the business meets the national objective of creating at least 0.50 full-time equivalent jobs within 24 months. Security interest will consist of a UCC filing on all business assets, and personal guarantees from the primary owners. Second by Coldiron. Motion passed unanimously by acclamation.

3. Received project proposal for consideration of a CDBG EDLF application from Bottle Rocket Brewing, LLC dba Bottle Rocket Brewing Company (#19-ED-03-SEDRLF) for an economic development reuse loan, consider action:

The Program Administrator directed the committee to the project proposal and application documents. After careful consideration, Underwood made a motion to recommend approval of a “Reuse Loan” in the amount of the remaining balance up to \$127,000 with the requested 7-year term at 0% interest. Security interest will consist of a UCC filing on all business assets, a junior lien Deed of Trust, and personal guarantees from the primary owners. Second by Tonniges. Motion passed unanimously by acclamation.

4. Community Development Block Grant (CDBG) Program Income Account – Program Due Diligence Letter from the Nebraska Department of Economic Development (DED).

The Program Administrator informed the Committee of the recent policies and recommendations made by DED concerning existing Community Development Block Grant Revolving Loan Funds. The City received a letter from DED (attached) stating that all idle accounts will be required to be paid back to DED if not utilized by June 30, 2020.

DED has established a process to keep the funds in a regional pool while also removing any federal requirements tied to the funds. This is known as the NDO process. Ertmer explained that Seward may seek to form a sub-grantee relationship with the nonprofit organization to carry out the CDBG activities on behalf of the local government based on the process identified in the proposed updated Economic Development plan.

After a brief discussion, it was concluded that if funds were loaned out to businesses through the normal process, they would not be repaid back quick enough to replenish the fund to complete an additional project, therefore, resulting in the account becoming idle. Tonniges made a motion to recommend approval that the City enter into a Memorandum of Understanding with the NDO for both the Café on the Square and the Bottle Rocket Brewing Projects. Second by Wilken. Motion passed unanimously by acclamation.

5. ADJOURNMENT

With no further discussion, at 6:45 Wilken made a motion to Adjourn. Second by Tonniges. Motion passed unanimously by acclamation.

MINUTES PREPARED BY:



Trey Ertmer, Program Administrator
Seward CDBG Revolving Loan Fund

SEND

Southeast Nebraska Development District

SEWARD, NEBRASKA
Community Development Block Grant (CDBG) Reuse Loan Program
Economic Development Plan
SEWARD CDBG ED RLF REUSE COMMITTEE/LOAN REVIEW COMMITTEE

Date:

Seward CDBG Reuse Loan Review

Application received from: *Lacey Koch and Chelsey Kosmicki*
Kosmicki Koch Associates, LLC d/b/a Café on the Square
101 S 6th Street
Seward, NE 68434
19-ED-02-SEDRLF

1. Project:

A. **Project Description:** Kosmicki Koch Associates, LLC d/b/a Café on the Square is requesting funds from the Seward Community Development Block Grant (CDBG) Program Income Reuse Loan Fund for the following project:

The proposed project will create one (1) additional part-time job in the City of Seward. The project will 100 percent financed from the Seward EDRLF with total costs estimated at \$17,161.38. The current facilities are in place and will not be changed in size or capacity by more than 20%. The activity does not involve a change in land use, such as residential to non-residential, commercial to industrial, or from one industrial use to another. The CDBG funded activities are unlikely to result in the residential displacement of people, and should such displacement occur it will be minimized and resolved pursuant to Seward's anti-displacement and relocation plans.

The proposed project is to solicit funding to assist with the purchase and installation of new water heater and HVAC system. Davis-Bacon and Federal Labor Standards will not apply to this project as construction related activities are incidental to the installation of the new equipment. For more information about the project, please see the project Business Proposal (Attachment C, Page 11-21) as well as the work write-ups (Attachment D, Page 30-31).

B. **Job Creation/Retention and Maintenance Requirements:** Borrower must create one (1) job per \$35,000 requested. This project must create at least 0.49 ($\$17,161.38 / \$35,000$) Full Time Equivalent (FTE) positions within 12 months from the date of project approval. A maintenance period for those job positions may be required from the date of employment of each position. Temporary employees will not be credited in assessing whether the job retention and maintenance requirements have been satisfied and only employment positions at the business location in Seward, Nebraska will count toward satisfaction of the job creation/retention and maintenance requirements.

C. **Loan Request:** The total loan request is for a \$17,161.38 loan from the Seward CDBG EDLF, equal to the total project costs. The owners have requested the loan be forgiven upon proper documentation that the national object of job creation has been met. It is proposed for consideration that Seward utilize the SEND, Inc. Non-Profit

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Development Organization (NDO) as a pass-through to de-federalize the loan proceeds. The SEND, Inc. NDO to be re-lent to businesses in the SEND, Inc. service area would retain funds. Potential loan terms utilizing the NDO process could be a 0.0% fixed interest rate, with a loan term of 10 years (120 months) for the improvements and equipment. The Seward CDBG ED RLF Reuse Committee/Loan Review Committee will determine final terms. Proposed security for the loan will be a blanket UCC filing on all business assets and personal guarantees from the primary owners.

2. Project Development:

Source and Use of Funds

A.	Project Costs	
1.	Water Heater/Installation.....	\$ 1,250.38
2.	HVAC.....	\$ 15,991.00
	Total Use of Funds.....	\$ 17,161.38
B.	Seward CDBG EDLF.....	\$ 17,161.38
	Total Source of Funds.....	\$ 17,161.38

3. CDBG National Objective:

The primary CDBG National Objective met by the applicant under the Economic Development Category is the benefit to low-to-moderate-income (LMI) persons.

Job Creation/Retention Requirements: The primary national CDBG objective is to expand employment opportunities, principally for low-and-moderate-income persons (LMI persons). To be eligible, a CDBG project must guarantee at least 51 percent of the permanent full-time equivalent jobs (FTE's) created or retained are available to or taken by LMI person. Definitions for these terms are:

1. Full Time Equivalent (FTE): Jobs are computed on a full time equivalent basis of 2,080 hours per year or 40 hours per 52 weeks per year.
2. LMI Person: A person whose family income is equal to or less than the income limits for their resident country.
3. Permanent Jobs: A job is permanent if it is a full- or part-time position and will be, or can reasonably be expected to be, available for at least six continuous months. Seasonal jobs may be considered. Not eligible are temporary jobs (i.e. construction jobs related only to the project's new or renovated real estate) and jobs indirectly related to the assisted business. (i.e., trickle-down jobs). Generally contracted workers are not considered.
4. Available To: Jobs will be considered to be available to LMI person if special skills that can only be acquired with substantial training or work experience beyond high school are not a prerequisite to fill the jobs and LMI person are given first consideration for such jobs.

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5. **Retained Jobs:** Retained jobs would be lost without CDBG assistance. Documentation is necessary to show that at least 51% of the jobs are known to be held by LMI person, or steps will be taken to ensure that at least 51% of the jobs which can reasonably be expected to become available through turnover within the following two years will be filled by or made available to, LMI persons.

Purpose:

- A. **Create or Retain Jobs Which Will Benefit Lower Income Persons.** This project will allow for the creation of at least 0.49 Full-Time Employment (FTE) job positions. All of these positions are subject to the Job Creation/Retention and Maintenance requirements stated above, including the employment of persons, the majority (51% or more) of whom are LMI persons.

Eligible Activities:

- A. **Economic Development Activities Including: Construction, reconstruction or renovation of real property.**
This project involves the real estate improvements that include the installation of a new HVAC system.
- B. **Equipment purchases, both new and used.**
This project also involves the purchase and installation of a new water heater.

***Note: Program Administrator will request a determination on the financial feasibility of this project. See attached business plan and financial analysis spreadsheets.*

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CONSIDERATION FOR LOAN: Based upon the above information and documentation from application materials, the Seward CDBG ED RLF Reuse Committee/Loan Review Committee consider the following request: \$17,161.38 to Kosmicki Koch Associates, LLC d/b/a Café on the Square as a "CDBG EDLF Reuse Loan."

- Project Loan considerations in reference to the Seward's CDBG Economic Development Plan:
 1. Consideration of participation in the SEND, Inc. Non-Profit Development Organization.
 2. Execution of a Loan Agreement between the Borrower and Lender outlining the terms and conditions of the loan.
 4. Security consisting of a UCC filing on all business assets owned or hereafter acquired by Kosmicki Koch Associates, LLC d/b/a Café on the Square.
 5. Creation of at least .49 FTE – Full Time Equivalent positions within 12 months from the date of project approval and will maintain those positions for at least 12 months from the date of employment for each position. Permanent jobs are full- or part-time positions provided by the assisted business that will be, or can reasonably be expected to be, occupied for at least six continuous months. Seasonal jobs may be considered if the season recurs annually and lasts at least three consecutive months. All permanent jobs must be converted to FTEs.
 6. The local government must document by certification with the business that at least 51% of the permanent jobs will be held by or will be available to LMI persons.
 7. Proof of Insurance on the business assets listing the City Seward CDBG Reuse Loan Program as the Loss Payee.
 8. Any other documents as deemed necessary by the City of Seward and SEND, Inc., NDO.
 9. Further Compliance with all CDBG Requirements.

- Project Specific Items for Consideration:
 1. Lease agreement from the Owner and Lessee reflecting leasehold agreements and terms. Improvements are being granted to a business to make improvements to building they currently do not own. The business owners have a rent-to-own agreement with the property owner.
 2. Disbursement of funds upon verification of proper documentation for project expenses. Operate the loan for building improvements as a line of credit with an approved maximum amount. Reimbursement of project costs will occur proportionally as expenses are incurred and documented through invoices. The City will pay the contractors performing the work directly.
 3. The owners are well educated and have experience owning and managing the day-to-day operations of the business. Owners also have experience in sales and marketing.
 4. The business has strong financial statements. When you look at the bottom line they are profitable. Adding back owner salaries and depreciation expenses shows the business with over \$100,000 in profits in 2018.
 5. Recommendation of utilizing Nebraska Business Development Center's consulting services for a minimum of one (1) year to help the owners develop a strategic plan and strategy to help ensure the sustainability of the business.

Respectfully Prepared and Submitted By:
Trey Ertmer
Program Administrator

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PO Box 308
Humboldt, NE 68376
Office: 402-862-2201

SEND D is an Equal Opportunity Provider and Employer

SEWARD, NEBRASKA
Community Development Block Grant Reuse
ECONOMIC DEVELOPMENT LOAN FUND
APPLICATION

APPLICANT NAME: Lacey Koch and Chelsey Kosmicki TITLE: Owners
COMPANY NAME: Kosmicki Koch Associates LLC DBA Café on the Square
ADDRESS: 101 S 6th St. Seward NE 68434
Street City State Zip

TELEPHONE: (402)643-3434 FAX: (____) ____ - ____

E-MAIL: cafeonthesquare101@gmail.com

CONTACT PERSON (If different than applicant): ____

TELEPHONE: (____) ____ - ____ E-MAIL: ____

BUSINESS TYPE: CORPORATION ____ PARTNERSHIP ____ SOLE PROPRIETOR
IF CORPORATION OR PARTNERSHIP LIST OFFICERS/PARTNERS:

NAME: Chelsey Kosmicki TITLE: Owner OWNERSHIP: 50%

NAME: Lacey Koch TITLE: Owner OWNERSHIP: 50%

NAME: ____ TITLE: ____ OWNERSHIP: ____%

NAME: ____ TITLE: ____ OWNERSHIP: ____%

PROJECT TYPE: ____ BUSINESS START-UP ____ BUSINESS EXPANSION

X OTHER

BUSINESS ACTIVITY (PRODUCT OR SERVICE): Restaurant

YEARS IN BUSINESS: 1

CURRENT EMPLOYMENT: 3 (FULL-TIME EQUIVALENT)

PROPOSED EMPLOYMENT: 3 (NEW/ADDED JOBS RELATED TO PROJECT)

PROJECT NARRATIVE:

Café on the Square was reopened under new ownership in March of 2018 by Chelsey and Lacey. Cafe on the Square is currently in need of a new water heater which will cost \$1,250.38

(D). Café on the Square is also in need of replacing the HVAC system which would require 2 new units. The quote from Lee's Refrigeration totaled \$15,911.00 (D). This will be a major expense for the company. Because the Café has only been open for a year and a half, our financial institution is not able to extend a loan out for the expenses. That is why we are in need of the CDBG Reuse funds from Seward to expand our company. Please see our loan denial letter (H).

TYPE OF ASSISTANCE REQUESTED:

AMOUNT: \$17,161.38 TERM: 10 YEARS RATE: Monthly Payments, Forgivable after 5 years

USE OF FUNDS: (Check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> PURCHASE LAND | <input type="checkbox"/> PURCHASE BUILDING |
| <input type="checkbox"/> CONSTRUCTION | <input type="checkbox"/> RENOVATION |
| <input type="checkbox"/> MACH/EQUIP | <input type="checkbox"/> WORKING CAPITAL |

OTHER (Describe) HVAC system and a water heater

SOURCES AND USES OF ALL PROJECT FUNDS

ACTIVITY DESCRIPTION	TOTAL COST	(Breakdown)		EQUITY
		LENDER	CITY	
LAND/BUILDING	\$ _____	\$ _____	\$ _____	\$ _____
MACH/EQUIP	\$ _____	\$ _____	\$ _____	\$ _____
WORK CAPITAL	\$ _____	\$ _____	\$ _____	\$ _____
INTERIM FINANCE	\$ _____	\$ _____	\$ _____	\$ _____
ADMINISTRATION	\$ _____	\$ _____	\$ _____	\$ _____
OTHER: _____	<u>\$17,161.38</u>	\$ _____	\$ _____	\$ _____
PROJECT TOTALS:	<u>\$17,161.38</u>	\$ _____	\$ _____	\$ _____

ACKNOWLEDGEMENTS and ATTACHMENTS:

- A. A signed Certification of Assurances
- B. Resume of Principal(s)
- C. Business Plan (including):
 - 1) Cash flow/income projections, monthly for first year and annual for years two and three, with assumptions
 - 2) Management plan
 - 3) Market demand summary/Purchase orders
- D. Preliminary (site/building) plans and/or equipment list and cost estimates
- E. Options to Purchase (land/buildings/equipment)
- F. Appraisal of land/buildings and equipment (equity)
- G. Personal Financial Statement of Principal(s)
- H. Commitment Letters from bank/lender
- I. Income Statements for the last 3 years (except startup)
- J. Balance sheets for the last 3 years (except startup)

The Applicant hereby certifies that all information in this application, and all information furnished in support of this application is given for the purpose of obtaining assistance under the Economic Development Loan Fund and is true and complete to the best of the Applicant's knowledge and belief. Verification may be obtained from any source named herein, provided that any and all information related to the financial status of the business shall be held confidential and not subject to review by the public.

Signature of the Applicant:

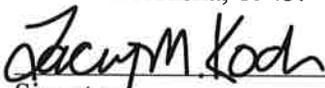


Date signed: 1/16/2020 Title: Owner

Page 3 of 5
CERTIFICATION OF ASSURANCES

To the best of my knowledge and belief, as a condition of obtaining assistance through the **Economic Development Loan Fund**, the applicant will, if assistance is approved, comply with all Federal and State requirements, including the following:

- A. The Civil Rights Act of 1964 (PL 88-352) and Title VIII of the Civil Rights Act of 1968 (PL 90-284);
- B. Housing and Community Development Act of 1974, as amended;
- C. Age Discrimination Act of 1975;
- D. Section 504 of the Rehabilitation Act of 1973;
- E. Davis Bacon Act, as amended (40 U.S.C. 276a-276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended;
- F. Fair Labor Standards Act of 1938, as amended, (29 U.S.C., 102 et. seq);
- F. Preservation of Historical and Archaeological Data Act of 1974 (PL 93-291);
- G. National Historic Preservation Act of 1966, Section 106 (PL 89-665);
- H. National Environmental Policy Act of 1969;
- I. Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1979, Title II and Title III;
- J. Nebraska Community Development Law, Section 18-2101 to 18-2144, Revised Statutes of Nebraska, 1943.


Signature

Lacey M. Koch Owner
Typed Name and Title

Date Signed: 1/16/2020 Company: Kosmicki Koch Associates LLC

Address: 101 S 6th St Seward, NE 68434
Street City State Zip

Attest: _____ Date: _____

REFERRED TO APPLICATION REVIEW BOARD: _____
Date

RECOMMENDATIONS - APPLICATION REVIEW BOARD:

 APPROVAL Letter of Recommendation: _____

 DISAPPROVAL (Reasons):

CITY ACTION: _____
Date

 APPROVAL Resolution: _____

 DISAPPROVAL (REASONS):

Last revised: 6/19/2007

UBT
Union Bank & Trust

February 25, 2019

Chelsey Kosmicki
128 Sante Fe Trail
Lincoln, NE 68521

Dear Chelsey,

Thank you for applying to us for credit. We have given your request careful consideration, and regret that we are unable to extend credit to you at this time for the following reasons:

- | | | | |
|-------------------------------------|--|--------------------------|----------------------------------|
| <input type="checkbox"/> | Income insufficient for amount of credit requested | <input type="checkbox"/> | Inadequate down payment |
| <input type="checkbox"/> | Excessive obligations in relation to income | <input type="checkbox"/> | Excessive leverage |
| <input type="checkbox"/> | Inadequate financial information | <input type="checkbox"/> | Unacceptable terms or conditions |
| <input type="checkbox"/> | Projections with limited research | <input type="checkbox"/> | Inadequate guarantor credit |
| <input type="checkbox"/> | Inadequate repayment source/cash flow | <input type="checkbox"/> | Inexperienced management |
| <input type="checkbox"/> | Lack of secondary repayment source | <input type="checkbox"/> | Inadequate equity capital |
| <input checked="" type="checkbox"/> | Other: Application Value or type of collateral not sufficient / Past or present credit obligations | | |

DISCLOSURE OF USE OF INFORMATION OBTAINED FROM AN OUTSIDE SOURCE:

This section should be completed if the credit decision was based in whole or in part on information that has been obtained from an outside source.

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Equifax Information Services, LLC
PO Box 740241
Atlanta, GA 30374-0241
(800) 685-1111

We also obtained your credit score from this consumer reporting agency and used it in making our credit decision. Your credit score is a number that reflects the information in your consumer report. Your credit score can change, depending on how the information in your consumer report changes.

Our credit decision was based in whole or in part on information obtained from an affiliate or from an outside source other than a consumer reporting agency. Under the Fair Credit Reporting Act, you have the right to make a written request, no later than 60 days after you receive this notice, for disclosure of the nature of this information.



Cafe on the Square Business Proposal

9.16.19

Chelsey Kosmicki
Lacey Koch
402.641.9541
402.414.2012
Chelsey.Kosmicki@gmail.com
Lacey.Koch@aol.com

Executive Summary

Cafe on the Square is a breakfast, lunch, and dinner establishment. It also offers a full bar service. The business focuses on serving high quality food in a timely manner while maintaining superior service. In a small city like Seward, keeping personal service is an important factor in running a successful business.

Market Analysis

Cafe on the Square is located in the heart of historic downtown Seward. With its prime downtown location, the restaurant offers dining to approximately 45 businesses within a 5-minute radius. Not only is this appealing to the local businesses, but also to Concordia University. The college is located less than one mile away and can offer an escape from campus with a pleasurable dining experience or study space for busy college students. Since it is in central Seward, the restaurant is truly an easy-access dining establishment for any resident of Seward.

Cafe on the Square faces eatery competition in Seward. There are currently four full-service restaurants in the town that include Dragon Palace, JD's Coffee Shop, Sparetime Lounge & Grill, and La Carreta Mexican Restaurant. A listing of non full-service restaurants can be found at this link: <http://www.sewardnebraskatourism.org/files/2018/10/Out-and-About-in-Seward-County.pdf>. Cafe on the Square plans to compete with these local businesses by offering a homestyle-American menu that includes breakfast, lunch, and dinner in a family-friendly atmosphere. While these venues may offer some competition to Cafe on the Square, none of them offer the same dining experience along with the restaurant's diverse menu and outstanding service.

Marketing and Sales

Cafe on the Square markets to many different age groups. The restaurant wants to appeal to families by maintaining a family-friendly atmosphere and offering incentives such as a "Kids Eat Free" special that will keep families coming in. Cafe on the Square is building strong relationships with local businesses to attract their workers to dine in for business meetings and lunch breaks. It is enticing college students by offering a "Student Rewards" program.

To reach these target audiences, the business uses different marketing mediums. Many customers can be reached by social media. According to source Constant Contact, business exposure can be increased by a large amount due to the use of social media. Cafe on the Square uses Facebook and Instagram to reach out to current customers and invites new customers by advertising weekly specials and current promotions on these social media sites. An email

program has been set up to keep customers informed and to send out current special offers. Additionally, the company continues to post flyers at local businesses, public schools, and college campuses in order to reach out to more guests and invite them in for special offers and new items. While there are many more marketing opportunities, these three tools are what Cafe on the Square primarily uses.

Management

The company is operated by Chelsey Kosmicki and Lacey Koch, who own Kosmicki Koch Associates LLC. They have extensive experience in customer service and business operations and have both personally spent 8 or more years working at Cafe on the Square. While owning and operating Cafe on the Square, they have managed to increase gross sales by nearly 40% in the first 9 months of operations. The two continue to strive to operate Cafe on the Square by not only increasing sales but controlling food and labor costs to make the business as efficient as possible.

Funding Necessities

I. Building Cost

In March 2018, the building in which Cafe on the Square operates was purchased by Bricin Properties. Kosmicki Koch Associates currently has a lease-to-own agreement with Bricin Properties.

When the property was purchased from Runza National by Bricin Properties, an earnest deposit of \$10,000 was paid by Bricin Properties. Kosmicki Koch Associates will need to pay Bricin Properties \$10,000 before they are able to purchase the property, which will be a primary cost to the company in 2019.

II. Equipment Cost

Cafe on the Square is a well established restaurant and has had many modifications over the past year to help operate at maximum capacity. Currently, the restaurant is in need of a new water heater. This item will cost approximately \$1,250.38.

III. Heating, Ventilation and Air Conditioning Unit Replacement

Cafe on the Square has three HVAC units, two of which are in need of replacement. Cafe on the Square has received an equipment quote from Lee's Refrigeration totaling \$15,911.00. This will be a major expense for the company.

Financial Projections

I. Labor

All expenses are based on operating at 80 hours per week with one host, one to two servers, and one to three cooks on the working clock (based on volume). Kitchen management hours are being spent in the kitchen at a higher wage than other kitchen employees. The majority of general manager hours are being spent as a hostess.

Weekly Cost of Employees	
Chef	\$580.00
Other Kitchen Employees	\$2,000.00
Front of House Employees	\$750.00
Total Before Taxes	\$3,330.00
Total After Taxes	\$3,996.00

II. Cost of Goods Sold

Cost of Goods Sold	
Weekly Delivery 1	\$2,100.00
Weekly Delivery 2	\$1,200.00
Total Weekly Cost	\$3,300.00
Total Monthly Cost	\$13,860.00

III. Monthly Expenses

Expenses	
Occupancy	\$1,154.17
Labor	\$16,783.20
Cost of Goods Sold	\$13,860.00
Utilities	\$1,300.00
Internet/Cable	\$250.00
Repairs and Maintenance	\$300.00
Marketing, Admin, and Msc	\$400.00
Business Loan	797.44
Credit Expense	\$1,150.00
55 Investment Expense	\$727.00
Total Monthly Expenses	\$36,721.37

IV. Projected Income

Projected income based on average daily sales from January 2017-April 2017

Average Weekly Sales	
Monday	\$1,000.00
Tuesday	\$1,000.00
Wednesday	\$1,000.00
Thursday	\$1,200.00
Friday	\$1,800.00
Saturday	\$2,000.00
Sunday	\$2,100.00
Weekly Sales	\$10,100.00
Monthly Sales	\$40,400.00

Monthly net income is **\$3,678.63** for Cafe on the Square.

Appendix

I. Resumes

Chelsey Kosmicki

402.641.9541 | Chelsey.Kosmicki@gmail.com

PROFESSIONAL SUMMARY

Owner and operator driven to cut company costs and boost company revenue through innovative management techniques. Organized and diligent, with excellent written, oral and interpersonal communication skills. Social Media Manager excelling at leveraging the power of social media networks to boost brand loyalty and visibility.

CORE QUALIFICATIONS

- Staff development supervision and training
- Strong customer relationship builder
- Complex problem solving
- MS Office
- New customer acquisition
- Exceptional multi-tasker
- Menu design and development
- Outstanding interpersonal skills

EXPERIENCE

March 2018 to Current **Owner / General Manager**

Café on the Square, The Brew House - Responsible for hiring, firing, scheduling, advertising, accounting, and payroll. Directed and supervised staff performance. Evaluated employee performance. Reduced and controlled expenses by cutting labor costs and boosting food and beverage sales. Initiated menu development and created design. Created promotions and advertisement for promotions. Managed social media program. Assisted with balancing bookkeeping.

February 2009 to May 2017 **General Manager**

Café on the Square - Performed serving, cleaning, and stocking duties in establishments. Accepted payment from customers and made changes as necessary. Counted and balanced daily registers. Assisted co-workers. Checked the quantity and quality of received products. Started as a waitress and worked my way up to general manager in 2014.

EDUCATION

Bachelors in Business Administration

Peru State College

December 2018

LACEY M. KOCH, RDMS

1067 Eastridge Dr. Seward, NE 68434
(402) 414-2012 - lacey.koch@aol.com

PROFESSIONAL SUMMARY

Dedicated and motivated individual looking to grow my businesses by cutting labor and food cost and generating more revenue.

CERTIFICATION, HONORS, VOLUNTEERISM	
RDMS for OB/GYN and Abdomen	Trophon EPR Certified
Certified Nursing Assistant	Experience with: Phillips iU22 & Epiq, Siemens
Advanced Basic Life Support Certified [Exp. 9/20]	Acuson S2000, GE Voluson E8 & E10
Completed SPI Examination	Volunteer coach: soccer, baseball, softball
Graduated Magna Cum Laude	Volunteer Teacher: Junior Achievement of Lincoln
Proper sterilization technique	

WORK EXPERIENCE

Owner

03/2018 to Current

Cafe on the Square – Seward, NE

The Brew House – Crete, NE

- Responsible for hiring, firing, scheduling
- Advertising, accounting, payroll
- Direct and supervise staff performance
- Evaluate employee performance
- Reduced and controlled expenses by cutting labor cost and boosting food and beverage sales
- Initiated menu development and created design
- Create promotions and advertisements
- Manage social media program for advertising
- Implemented alcohol
- Implemented catering and bartending

Ultrasonographer

01/2017 to current

Bryan Women's Care Physicians – Lincoln, NE

- Generated sonographic images pertaining to OB/GYN protocols
- Performed scans: Fetal dating and viability, anatomy, growths, biophysical profiles, multiple gestations, cervical lengths, follicle scans, IUD positioning, complete gynecological scans, dopplers on umbilical artery, ductus venosus, MCA, and arterial/venous flow on ovaries, and any other scan that is needed, and 3D/4D imaging
- Identified and measured patients and fetal structures both normal and abnormal
- Explained procedures to patients to reduce anxiety and increase patient cooperation
- Charged patients according to the scans done and also scheduled future scans
- Worked closely with entry level students, providing assistance with clinical instruction

Waitress/Hostess

10/2005 to 05/2017

Cafe on the Square – Seward, NE

- Consistently provided professional, friendly and engaging service
- Followed all safety and sanitation policies when handling food and beverage
- Displayed enthusiasm and knowledge about the restaurant's menu and products
- Routinely supported other areas of the restaurant as requested
- Demonstrated genuine hospitality while greeting and establishing rapport with guests

Technical Support Specialist

04/2009 to 09/2015

University of Nebraska Foundation – Lincoln, NE

- Solved end-user questions and technical problems
- Performed daily system operations including backups and verification
- Assisted in maintaining internal user and computer objects
- Assisted in testing and installing software patches
- Trained new users
- Established and maintained solid-working relationship with outside users

EDUCATION**Bachelor of Science: Diagnostic Medical Sonography**

2016

Bryan College of Health Sciences - Lincoln, NE

- Graduation Date: Dec. 2016
- Minor in Healthcare Management
- Completed over 1,305 clinical hours
- Introduction to Vascular Sonography

Associate of Applied Science: Business

2009

Southeast Community College - Lincoln, NE

- Emphasis in Accounting

Aaron Rucker

431 Locust Ave Seward, NE 68434
 (402) 480-3449
ruckerpower@gmail.com

Professional Summary

Passionate chef with many years of experience working under a variety of chefs. Customer satisfaction and experience is a top priority.

Experience

March 2018 - Current

Head Chef, Café on the Square, The Brew House

Helped open a new restaurant under new ownership. Created recipes and implemented menu development and design. Put together kitchen to get ready for the grand opening. Order food and maintain quantity to prevent running out of items. Prep and prepare food. Provide quality food to customers. Hire, fire, train, manage, and schedule all kitchen staff. Help implement catering to large events.

June 2003 – March 2018

Kitchen Manager, The Green Gateau

Hire, fire, train, managed, and scheduled all kitchen staff. Worked the line and cooked food for customers. Implemented menu items. Ordered food and maintained quantity to prevent running out of items. Prep and prepared food. Handled food for large events.

Education

2001

Southeast Community College - Lincoln

Took culinary classes

2000

Diploma, Centennial High School

About me

I have had many years of kitchen experience. I started when I was in high school as a dishwasher. From there, I have learned from kitchen staff on how to prep and prepare food. My love for the culinary world grew from there. I have a knack for creating delicious and appealing entrees that make customers mouth water. Patient satisfaction is what I aim for.

120 South 4th
 Seward, NE 68434
 (402) 643-4434
 hands_seward@hotmail.com
 www.sewardplumbingvac.com



Estimate

Date	Estimate #
8/16/2019	446

Cafe on the Square
 101 S 6th St
 Seward, NE 68434

Customer Phone	Customer E-mail
402-643-3434	lacey.koch@aol.com

Description

ESTIMATE: Furnish & installed new A.O. Smith 50g Electric Water Heater, all parts, labor & permits.

AO Smith 50 Gallon Electric Water Heater
 Copper Piping & fittings if needed
 Oatey 22" Water Heater Pan
 Permit: Base Permit
 Permit: New or Replacement (Water Heater)
 3 hours labor, 2 men

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of: **\$1,250.38**

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

Acceptance of Proposal

The above prices specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as out lined above. Void of warranty if payment is not paid in full upon completion. Withdraw by us if not accepted in ___ days.

Customer Signature: _____ Date: _____

Company Signature: _____ Date: _____

PROPOSAL

Proposal Number 8317

Page 1 of 2

Lee's Refrigeration
 734 Seward St.
 PO Box 425
 Seward, NE 68434
 PHONE : (402)643-3644
 FAX : (402)643-6464

To: 55332 CAFE ON THE SQUARE 101 S 6TH Seward, NE 68434	Date 08/27/2019	PO #
	Job Name / Location: CAFE ON THE SQUARE 101 S 6TH SEWARD, NE 68434	
Phone (402)643-3434 Fax () -	Phone (402)643-3434	Fax () -

We are pleased to provide you with the following proposal:

REPLACE TWO DINING ROOM ROOF TOP UNITS:

- 2 EACH LUXAIRE ZQG06E1B1AA1A111A2 5 TON ROOF TOP UNIT
- 208/230/1
- R410 REFRIGERANT, 14.1 SEER
- SINGLE STAGE COOLING AND HEATING THERMOSTAT
- HAIL GUARD
- DUCTWORK MODIFICATION
- GAS PIPING
- LABOR TO INSTALL
- SALES TAX
- CITY PERMIT
- CRANE EXPENSE

PROJECT COST \$15,911.00

ADDITIONAL ELECTRICAL MAY BE REQUIRED

WE WOULD USE THE SAME MODEL OF ROOF TOP UNIT FOR THE KITCHEN AREA IF NEEDED

PROJECT COST FOR ALL THREE UNITS WOULD BE \$23,556.00

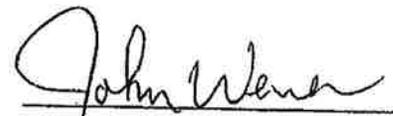
We propose to hereby furnish material and labor - complete in accordance with the above specifications.

Payment to be made as follows:

DUE UPON RECEIPT

This quotation may be withdrawn by us if not accepted within 60 days.

Authorized Signature



Submitted By: JOHN WERNER

Note: This proposal may be withdrawn by us if not accepted within 60 days

Acceptance of proposal

SEWARD MEMORIAL LIBRARY

ANNUAL REPORT 2018-19



233 South Fifth Street
Seward, Ne 68434

2018-19 HIGHLIGHTS



◀ The sun was shining and a fun time was had at the Summer Kick-off Party in May!

▼ Seated and ready to enjoy The String Beans concert.



The summer was packed with fun! The library hosted many activities for the library's summer reading program!

◀ Kids created their own solar systems during the Edgerton Planetarium presentation.



▲ They've made it back from Mars! Escape Rooms were a big hit this year during the summer!



◀ Kids enjoying the different activities including an obstacle course during the Star Wars Party



▲ The library introduced Poker Walk during National Library Week. Patrons participated by visiting local businesses to draw cards and have their tally sheet marked. A pizza party wrapped up the event where prizes were given and the best hands were announced!

▲ Enjoying songs and movement during Story Time!



▲ The Concordia women's basketball national champions shared their individual sports stories during National Library Week!

▲ Each week kids enjoy the library after school programs!
Left: Pokemon Club, Middle: Critter Club, Right: Lego Club

▼ York College visited the library during National Library Week and performed "The New Clothes King and the Bandit Queen."



▲ The library hosted its annual Bookmark Contest where students designed their own bookmark based on the 2019 summer theme, "Universe of Stories." Pictured are the winners chosen from each grade level.



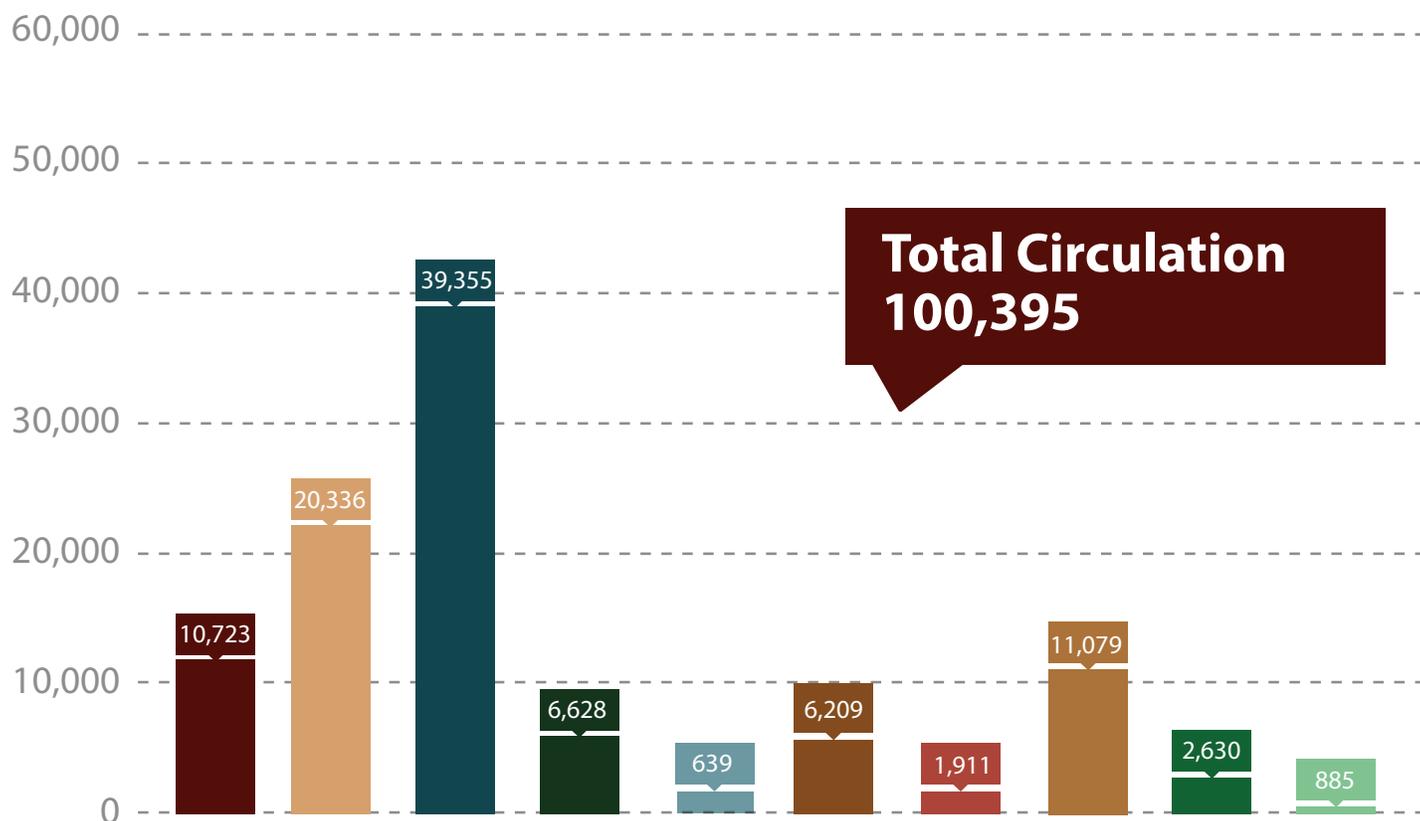
The library hosted guest authors Joel Green ▶ and Tosca Lee

Seward Memorial Library Budget

Appropriated
\$594,463.00

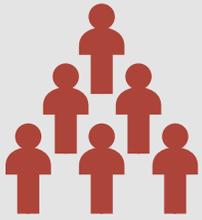
Expended
\$503,586.05

Circulation



**Total Circulation
100,395**

- Non-Fiction
- Adult Fiction
- Juvenile Fiction
- Audio/Visual
- Interlibrary Loan
- Large Print
- Periodicals
- Overdrive Adults
- Overdrive Youth
- Other



2,922

Tech Room Users



1,451

Deliveries Made



371

Meeting Room Use



1,488

Window Users

SML Collection

Total: 51,539

53 %

27,179 Adult Books

39 %

20,108 Juvenile Books

4 %

1,807 Audio

3 %

1,675 Video

1 %

664 Other/Misc.

.2 %

106 Periodical Titles



3,181

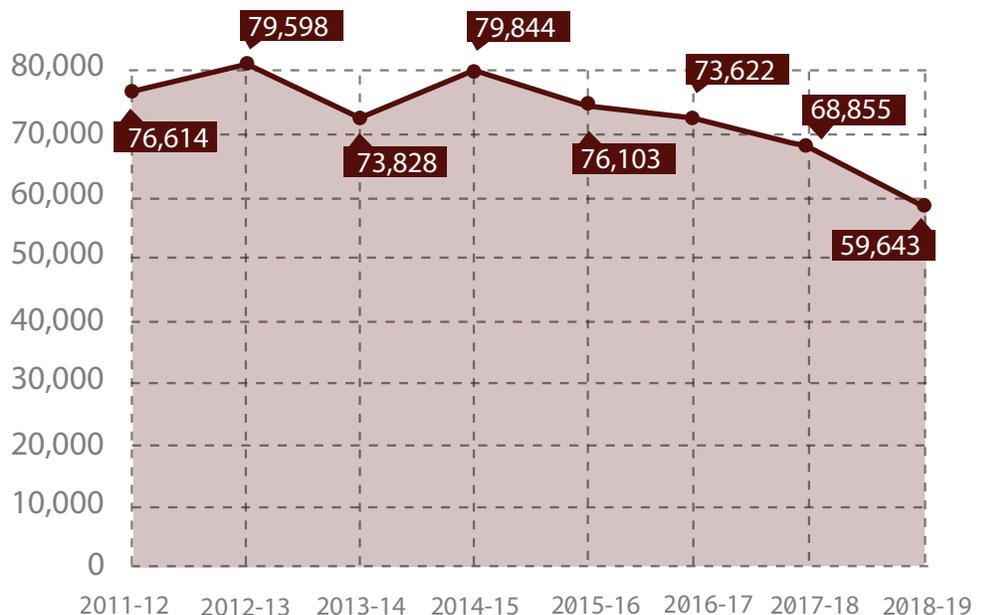
additions to the collection



1,719

removed from the collection

Total Attendance



CITY OF SEWARD, NEBRASKA
ECONOMIC DEVELOPMENT PLAN

FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM INCOME

PURPOSE

The purpose of this plan is to establish policies, program application forms, application approval procedures and administrative support for the proper dispensations, in accordance with federal and state requirements, of program income (herein defined as the repayments of prior and subsequent economic development loans, including interest and income resulting from the investment of repayments or other recaptured amounts related from such grants or loans) from a previously funded **Community Development Block Grant, Economic Development Category**, as administered by the State of Nebraska, Department of Economic Development.

PROGRAM INTENT

The City of Seward, Nebraska, under the direction of the City Council (upon the approval of this plan or as it is amended from time to time) will consider applications for direct use of funds or loans that create or retain jobs which will benefit lower income persons (51% of the jobs created or retained must be held by, or be available to, LMI* persons), expand economic opportunities and contribute directly to the economic development of Seward. *Note: LMI is an acronym for low-to-moderate income and is defined as persons/families whose Gross Annual Income is less than 80% of the Median Household Income by Development (HUD).

SERVICE AREA

The City shall consider applications for direct use of funds to businesses for eligible activities which are located or will be located within the City of Seward including up to a 1-mile radius extraterritorial zoning jurisdiction (as they exist at the time of application).

GOALS AND OBJECTIVES

- Provide financing for start-up of new or expansion of existing business/industry that is unable to obtain conventional financing at like rates and terms.
- Creation and retention of jobs mainly for low and moderate income persons.
- Diversify the local economy by assisting new business and industry not already present.
- Assist in the redevelopment of vacant and/or blighted buildings and land.
- Provide public infrastructure improvements needed to retain existing and/or attract new business and industry.
- Help business and industry with job training costs.

1.0 APPLICANT ELIGIBILITY

1.1 ELIGIBLE BUSINESSES

- Manufacturing, assembling, fabricating or processing of tangible personal property
- Storing, warehousing, distributing, transporting, or selling of tangible personal property
- Conducting research, development, or testing for scientific, agricultural, animal husbandry, food product, or industrial purposes
- Performing data processing, telecommunications, insurance or financial services
- Transportation, retail, service and tourism that are for profit
- The administrative management of any activities, including headquarter facilities relating to such activities
- Commercial, retail, and service business

1.2 ELIGIBLE ACTIVITIES

- Acquisition of land and buildings
- Construction or renovation of real estate either leased or owned.
- Acquisition of machinery, equipment, property or services
- Working Capital
- Equity Investment
- Public Infrastructure (streets, water, sewer, electrical) necessary to accommodate and benefit businesses
- Direct use funds for job training of new or existing employees
- Administration costs related to servicing the CDBG ED RLF Program.

Eligible activities, for which direct use of funds may be used, shall be limited to the cost of administration of the program, including funds management (compliance cost for approved projects). The City of Seward will contract with the Southeast Nebraska Development District (SEND) to administer the RLF. SEND does provide staff under a professional staffing agreement to service any loans under the program.

2.0 TYPES AND AMOUNTS OF ASSISTANCE

Standard Loans: Assistance shall only be provided when other sources of funds under like terms and conditions are not otherwise available. Funds will be provided in the least amount necessary when used with other sources and in accordance with the other restrictions contained in this plan to make the project feasible. At least one (1) FTE must be created or retained for each \$35,000 in individual loans.

The amount of assistance for any single application shall not exceed the amount of funds available or expected to be available to the City at the time of approval of the application; provided that the City shall only be obligated for funds actually available on the date of the approval. The City shall make available information as to the amount of funds that are or will be available for approved applications.

For direct loans, deferred loans, and performance based forgivable loans, applications may provide up to 100% of the cost of fixed assets to be purchased and/or working capital including interim financing

(required by the project). The application shall state the proposed terms of this loan. However, the City reserves the right to negotiate the interest rate and term of the loan with the applicant.

All applicants of approved projects shall provide adequate assurances that the project will be started and completed. Security for loans will include but not be limited to a promissory note, mortgage or deed of trust, and personal and/or corporate guarantees, as appropriate.

3.0 ORGANIZATIONAL STRUCTURE

3.1 SEWARD CDBG REVOLVING LOAN FUND REVIEW COMMITTEE (CDBG RLF COMMITTEE)

The Seward CDBG Revolving Loan Fund Review Committee (CDBG RLF Committee) is the review committee for all business loans for the City of Seward. They will review and make a loan recommendation for approval or denial to the City Council. The CDGB RLF Committee will also recommend changes in the policies and procedures of the RLF to the City of Seward.

All applications for funds shall be filed with SENDD staff, at City Hall or by mail. Applications will be considered in the order in which they are received. However, applications may be approved without consideration of the order in which they were received and funds shall be obligated as to the order and amount of their approval.

SEND D staff will present loan applications to the CDBG RLF Committee comprised of not less than three (3) residents of the City who are appointed by the Mayor, for review. The Mayor may appoint additional members, or replace members of the Committee at any time.

The CDBG RLF Committee meets on an "as needed" basis. All documents must be submitted to the SENDD Certified Administrator prior to the CDBG RLF Committee meeting. The committee may conduct its review during a face-to-face meeting, by mail, e-mail, or through the use of a telephone conference call. A simple majority of those attending the meeting or providing an e-mail/mail of their vote is needed to make a recommendation. The SENDD Certified Administrator will present loan applications to the City of Seward.

SEND D staff will administer the RLF. SEND D and City staff will be responsible for marketing the RLF, meeting with potential applicants, processing loan applications, closing and disbursing loans, servicing loans and all administrative procedures required. SEND D and City staff will monitor the portfolio standards and performance and prepare reports as directed by the City of Seward and the Program Funders.

In the event there is more than one application requesting more funds than are currently available The CDBG RLF Committee shall recommend the proposal or proposals that meet the national objective: benefiting low-to-moderate income persons. Such evaluation may be by the number of jobs created or retained or other criteria as are appropriate based on the activities proposed in the applications. The City Council shall make the final decision to approve or reject the application.

3.2 NON-PROFIT DEVELOPMENT ORGANIZATION PROCESS/ GUIDELINES: (NDO) PROCESS TO FOLLOW WHEN NEW FUNDS ARE BROUGHT INTO THIS ED-RLF.

At the direction of NDED staff, the City of Seward acknowledges that while the NDO process is technically optional at this point of adoption of this revised ED Reuse Plan, (as it relates to the funds existing in this Local CDBG ED Re-Use account), the injection of new money/new CDBG ED Grant awards to the City of Seward will trigger the institution of NDO Guidelines.

Program Income -- Utilizing the NDO process: A unit of general local government may seek to form a sub-grantee relationship with a local (or regional) nonprofit organization to carry out the CDBG activities on behalf of the local government. The local government funded by the State for an ED project, or a local government with an existing Local ED RLF, would grant the CDBG funds awarded to a Nonprofit Development Organization (NDO), such as a community development organization or a local/regional economic development corporation. The NDO must be recognized by the State (through an application and approval process) according to the requirements of 24 CFR 570.204 to carryout funded activities through a contract with the local government grantee for activities in which it retains a direct and controlling involvement and responsibilities for the provision of financial assistance to the community's ED project. The NDO process includes, but is not limited to, the following:

1. The local government, which is a recipient or grantee of State CDBG funds, wishes to make a loan to a for-profit business for economic development activities in accordance with the State's program requirements.
2. The local government executes an agreement with the NDO and sub-grants the funds to the NDO, which executes the loan agreement for the CDBG funds loaned to the for-profit business.
3. The repayment of the CDBG loan is made to the NDO, and not to the local government, and the NDO retains the payments for future use through a Revolving Loan Fund (RLF), which includes a NDO Reuse Plan approved by DED through the NDO designation (application/approval) process. The approved NDO Reuse Plan must ensure that activities funded by the RLF meet broad based economic development objectives. The funds repaid to the NDO to continue economic development activities would not be considered program income. The NDO, the local or regional nonprofit organization, would use the repayment of the funds from the for-profit business to make additional loans, such as for economic development activities.
4. The NDO reinvests in the community through its established RLF, which can fund additional loans in the service area of the NDO.

4.0 LOAN PACKAGING PROCEDURES

SENDD staff will assist the City of Seward in meeting HUD's National Objectives for CDBG Economic Development Revolving Loan Funds (CDBG ED RLF) activities and ensure compliance of all CDBG ED RLF federal rules and regulations including but not limited to public hearings, environmental reviews, and Davis-Bacon wage requirements.

4.1 APPLICATION DOCUMENTS

A standard loan application form will be required. Upon preliminary consolation with the potential application and eligibility review by SENDD, the business must submit all items listed on the loan application checklist form if applicable. They include:

- Business plan
- 3 year historical balance sheet and operating statement
- Personal financial statement for each person owning 20% or more of the business
- Letter of participation or rejection from a bank except in the case of incentive loans

- Credit report from a Credit Reporting Agency
- Proforma financial information
- Sources and uses
- Contractor estimates
- Vendor price quotes
- Lease or Purchase agreement
- Job creation/retention form
- Tax Returns on the business and personal (each individual owning 20% or more of the business)
- Resume
- Business formation paperwork
- Aging of accounts payable and receivable
- Appraisal
- Environmental information as required by each funding source
- UCC Search
- Assistance Agreement
- Indemnification Agreement
- Exhibit "A" Memorandum
- Attestation Form
- Credit History Authorization

SENDD staff will review the information submitted to insure it is complete and will prepare a loan &/or performance based grant write-up to submit to the CDBG RLF Committee. Rate, terms, collateral and equity requirements will be finalized as negotiated between the applicant and SENDD/City staff as directed by the City of Seward CDBG RLF Committee. SENDD staff will keep minutes/record of all CDBG RLF Committee recommendations. The loan recommendation will be forwarded to the City of Seward for final approval/denial. After approval or denial by the City of Seward, SENDD staff will immediately notify the applicant of the decision in writing.

4.2 LOAN CLOSING DOCUMENTS/PERFORMANCE BASED GRANT DOCUMENTS

General closing requirements will include documentation that equity requirements have been met and that private lender financing has been secured. Prior to loan closing the borrower/recipient of the performance based grant must provide SENDD/City staff/City Attorney if applicable:

- Proof of hazard insurance
- Proof of flood insurance
- Schedule of collateral
- Equipment, inventory and contractor invoices
- Life Insurance or any other insurance required by the City of Seward
- Promotional Use Authorization

Standard closing documents will include

- Acceptance/Rejection Letter
- Promissory Note
- Authorization and Loan Agreement
- Security Agreement

- Deed of Trust
- Financing Statement
- Personal Guaranty(s)
- Automated Clearing House (ACH) Form
- Title/Lien Search

4.3 LOAN PROCEEDS/GRANT PROCEEDS

- Loan proceeds/grant proceeds will be provided to the client on a reimbursement basis after loan closing once all closing documents (including security documents) have been signed.

4.4 Funds Retain CDBG Restrictions:

The City of Seward acknowledges that the funds in this City of Seward CDBG ED Reuse Fund retain CDBG Restrictions. For example: (listed here to provide the reader insight and understanding but not meant to be an all inclusive list): - Environmental Review Records (ERRs) are required as part of the loan application, review and award process.

- Write offs are allowed if CDBG National Objectives are met.

Loan Applicants and Loan Packagers are encouraged to consult with NDED &/or SENDD staff for the full/current list of CDBG Restrictions that the CDBG ED ReUse Funds retain.

5.0 LOAN SERVICING PROCEDURES

5.1 LOAN PAYMENTS

SEND D staff and/or the City Attorney, with assistance from City staff, will monitor each loan by requiring annual financial statements, annual insurance renewals, conducting regular site visits to the borrowers, continuing UCC's, job creation/retention reports and other reports that are specific to each loan. If evidence of requested documents, such as, but not limited to Loss Payee, Life Insurance assignment and annual financial statements, are not received within 60 days as requested by written communication, a monthly assessment of no less than \$25.00 may be assessed to borrower and will be automatically withdrawn from the client's bank account electronically each month until received.

SEND D/City staff may report payment history to a credit reporting agency.

5.2 LATE PAYMENTS

In the event of a late payment or loans over 90 days in arrears, SEND D/City staff and/or City Attorney will attempt to establish a workout arrangement with the borrower. Every effort will be made to assist the borrower but protect the RLF as well. All action taken on any given loan will be documented in the regular reports to the City of Seward.

In the event Payee or its Agent or assignee accepts a late payment after the tenth day of the month in which such payment is due, the Undersigned agrees to pay a late payment charge equal to ten percent of the late amount or \$100.00, whichever is greater, as compensation for additional collection efforts.

Unpaid late fees shall bear an interest rate of ten (10) percent per annum on any unpaid balance and such interest shall be calculated commencing the 5th day after the 10th day of the month.

If the first two payments are not made and the 3rd payment is not made, the information is turned over to the attorney and a Default Notice is sent and filed. Bank is contacted and usually at this point the bank will have already started their Default process.

In most instances, with a bank as primary lender, SENDD/City staff and/or City Attorney will follow the actions of the bank as not to incur the cost of a Trustee's sale. If there is no bank involved SENDD staff will proceed with a Trustee's Sale if applicable.

5.3 RESCHEDULING AGREEMENT

Special circumstances regarding business loans may require a different repayment plan and will be structured accordingly. Some projects require special financing techniques to meet a borrower's needs. Recognizing that, a subordinate position to other lenders of record at time of the project may be taken. If a subordinate position is required, additional considerations will be taken so as to not jeopardize the loan portfolio. Other special financing techniques may include quarterly or semiannual payments, interest only payments during the first year, or some other method agreed upon by SENDD/City Staff, CDBG RLF Committee and the applicant.

Loan payments will start no more than 60 days after loan closing. During the loan payment period, SENDD/City staff at their discretion may authorize a one-time, 3-month payment deferral or 3-month interest only payment with a maximum 12-month payment delay. Any other payment arrangements must be approved by the City or the NDO.

5.4 COLLATERAL CHANGE REQUESTS

From time to time collateral change requests may be necessary. Loan subordination requests for refinancing of existing debt with no "cash out" will be approved by SENDD staff in the event it does not diminish the lien position. Any other requests must be approved by the City or the NDO. All fees associated with any collateral change requests, will be the clients responsibility.

5.5 LOAN WRITE-OFF & COLLECTIONS

The City may pursue bad debt any way possible to collect loans that have been written off. This may include, but is not limited to, wage garnishment and repossession of collateral. The City has the option to contractually shift this obligation to another entity by a separate agreement between the City and the NDO if they so agree.

Highlighted here at the direction of NDED staff, the City of Seward acknowledges that collection efforts cannot be delegated away, the City of Seward remains liable for due diligent collection efforts no matter who takes on the effort to collect.

6.0 LOAN TERMS AND INTEREST RATES

Loan terms vary according to what is being purchased. Working capital: up to five (5) years; furniture, fixtures and equipment: up to ten (10) years; and real estate financing will not exceed fifteen (15) years.

Interest rates have a base rate determined by the City Council for loans which will be fixed for the term of the loan. The City reserves the right to negotiate the interest rate with the applicant. Generally, interest rates shall not be less than ½ prime rate in the Wall Street Journal.

7.0 PROPOSED FEES AND CHARGES:

Highlighted here at the direction of NDED staff, the City of Seward acknowledges that these guidelines limit taking Program Income to 5% of program income received in a time period, provided there is documented evidence of the expenses. (See below where the current Seward standard is 1%.)

7.1 LOAN PROCESSING FEES

The City of Seward may charge modest loan processing fees. The client may agree to pay a loan processing fee if the loan will be presented to the CDBG RLF Committee for their review. The fee is 1% of the loan request, with a maximum of \$1,000.00 and a minimum of \$200.00. This fee will be used to reimburse the City of Seward for all (documented) out-of-pocket expenses incurred in researching, preparing and submitting the loan package for a loan. This fee may be waived by the City. If SENDD through initial application review feels that the City of Seward is not able to provide financial assistance, the processing fee will not be collected. Once the Seward Revolving Loan Application Review Council has reviewed a loan and the loan is denied, the City of Seward reserves the right to refund a portion of the fee if it exceeds the costs of actual incurred costs of the loan packaging.

7.2 SERVICING FEE

In addition to the above and foregoing fee, the client further agrees to pay an annual servicing fee of one percent (1%) to the NDO on the original loan balance at the rate of 1% per annum, subject to a maximum administrative expense of 5% of Program Income received, which shall be paid to SENDD on an annual basis for the term of the loan to be issued by the City of Seward pursuant to the terms and provisions of the loan.

7.3 CLOSING FEES

In addition to the above and foregoing fees, the client agrees to a set closing fee. This fee covers all costs of closing the loan, and all related transactions, including, but not limited to, all costs of title insurance, abstracting, recording fees, survey costs, inspections, environmental assessment, and legal fees. It is estimated that the average loan closing fees will be \$2000.00, but individual loans may vary, depending upon the complexity of the transactions, and the circumstances that develop in connection with the application of the loan.

7.4 PREPAYMENT PENALTY

Payment of the entire outstanding balance of the Indebtedness may be made prior to the maturity date hereof, timing to be arranged with Payee or its assignee but no partial prepayments in amounts less than Five Thousand dollars (\$5,000) may be made. The amount required to prepay this Note shall be the aggregate of the outstanding principal balance, interest to the payment date (including accrued servicing fees), expenses (including those related to the care and preservation of Collateral), late charges, and any prepayment premium if required by the schedule to be attached to this Note and

incorporated by this reference. For purposes of prepayment, the prepayment date shall be as agreed between Payee and borrower. The Undersigned must make a written request for prepayment to the Payee or its assignee at least thirty (30) days before the prepayment date.

7.5 AUTOMATIC PAYMENTS

Loan recipients, who are to make payments, may be required to use the Automated Clearing House (ACH) method for monthly loan installments. Recipients are required to fill out and submit an ACH form thus authorizing this payment method. Payments will start on the 1st of the month, as indicated in the loan closing documents. The annual service fee will be automatically withdrawn from the client's bank account electronically on the anniversary date of the loan. Arrangements can be made to make payments by check as long as they are mailed or delivered to the City office on or before the payment due date.

8.0 ADMINISTRATIVE PROCEDURES

A separate file will be maintained for each loan applicant and borrower. Each file will contain all documents and correspondence and are kept in a fireproof filing cabinet. The file will include all application documents, loan documents, insurance forms, general correspondence, financial statements, site visit reports and job creation/retention reports.

SEND/Staff shall maintain and keep all applications as well as all other required documents, records and other evidence in conformance with the close out requirements.

SEND/Staff will track the RLF reporting requirements. Each loan will be assigned a number for record keeping. If the loan is in good standing, then the borrower may be eligible for repeat lending.

9.0 AMENDMENT

In an ongoing effort to improve the quality of the RLF Program, the City of Seward will accept suggestions from the public, program participants or program staff with regard to program guideline amendments. All suggestions received will be taken under consideration by the City of Seward. Upon approval and adoption by the City of Seward, the amendment will be included in the program guidelines.

10.0 GRIEVANCES PROCEDURES

In the event that any applicant feels he or she has been unfairly treated or discriminated against during the loan application process or within any other segment of the Revolving Loan Fund, he or she may appeal the decision of the staff to City of Seward for their consideration. The appeal must be submitted in writing to the Mayor of the City of Seward and postmarked within 14 calendar days of the decision. The City Council of the City of Seward will act to support or overturn the action within 45 days of the receipt of the appeal. The City Council of the City of Seward will have final authority in the decision.

11.0 CONFLICT OF INTEREST

No officer, employee or agent of the City of Seward who will participate in the selection, the award, or the administration of these funds may obtain a personal or financial interest or benefit from the activity or have an interest in any loan with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for two years thereafter. Upon written request, exception may be obtained from DED, when it is determined that such an exception will serve to further the purposes of the City of Seward’s RLF Plan and the effective and efficient administration of the City of Seward's RLF program.

12.0 OFFICIAL CONTACT

The place of contact for this program shall be the office of the City of Seward, 537 Main Street Seward, NE 68434. Any grievances, suggestions, requests for applications and information should be directed to this office. This in no way shall be construed to limit other interested parties from distributing information about the program or receiving suggestions for amendments to the program. All grievances shall be directed to the City of Seward in writing.

These guidelines are hereby approved by action of the City of Seward this ___ day of _____, 2020.

Joshua Eickmeier, Mayor
City of Seward

These guidelines are hereby approved & ratified by the Nebraska Department of Economic Development (NDeD) this ___ day of _____, 2020.

Nebraska Department of Economic Development (NDED)



RESOLUTION NO. 2020-

To Use Community Development Block Grant (CDBG) Program Income from the Economic Development Loan Fund (EDLF) Under the approved Economic Development Plan

WHEREAS, the City of Seward, Nebraska, has adopted an "Economic Development Plan" for use of Community Development Block Grant (CDBG) Program Income funds from previous CDBG projects; and

WHEREAS, funds collected under the Economic Development Loan Fund (EDLF) are to be used for projects or programs providing direct or indirect financial assistance to qualifying businesses; and

WHEREAS, the Seward CDBG Revolving Loan Fund Review Committee has recommended a project, presented through application by an eligible business, for a "Reuse Loan" of \$17,161.38 under specified conditions; " to assist with the purchase and installation of a new water heater and HVAC units for their business located at 101 6th Street. Total project costs are estimated at \$17,161.38.

WHEREAS, the City of Seward, Nebraska has obtained its citizens' comments on community development and housing needs; and has conducted a public hearing upon the proposed use of the CDBG EDLF financing; all of the CDBG EDLF funds will be used for activities that will meet the CDBG National Objective of benefiting low-to-moderate income persons and will retain/create at least 0.50 full time equivalent (FTE) jobs,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seward, Nebraska, that approval of the application and obligation of funds is authorized according to the recommendations of the Seward CDBG Revolving Loan Fund Review Committee, the Mayor of the City of Seward is hereby authorized to proceed with the formulation of any and all contracts, documents or other memoranda, as well as execute all necessary and appropriate documents on behalf of the City of Seward prior to closing on the project for "**Kosmicki Koch Associates, LLC**" dba **Café on the Square**" contingent upon approval of the City Attorney as to form.

Passed and adopted on the _____ day of _____, 2020 by the City Council of Seward, Nebraska.

CITY OF SEWARD, NEBRASKA

Mayor Joshua Eickmeier

ATTEST:

Assistant Administrator/
Clerk-Treasurer/
Budget & HR Director

(SEAL)

BID TABULATIONS

CALL ORDER: 100

CONTRACT ID: 1161

COUNTY: SEWARD

LETTING DATE: 1/16/2020

DISTRICT: 1

PROJECT: URB-6763(1)

CONTRACT DESCRIPTION: KAROL KAY BLVD, BADER - HILLCREST, SEWARD

VENDOR NO.	BID NOTES
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RANK	VENDOR NO.	VENDOR NAME	TOTAL BID	% OVER LOW BID
1	1613	M. E. COLLINS CONTRACTING COMPANY, INC.	\$ 804,428.36	100.0000 %
2	3816	K2 REAL ESTATE DEVELOPMENT, LLC	\$ 844,998.40	105.0433 %
3	1749	VAN KIRK SAND & GRAVEL, INC.	\$ 1,057,411.30	131.4488 %

CALL ORDER: 100
CONTRACT ID: 1161
PROJECT: URB-6763(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 1613 COLLINS CONTRACTING COMPANY, INC.(M. E.)		(2) 3816 K2 REAL ESTATE DEVELOPMENT, LLC		(3) 1749 VAN KIRK SAND & GRAVEL, INC.	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0001 GROUP 1 GRADING							
0001 0030.10 MOBILIZATION	1.000 LUMP	\$ 9,042.00000	\$ 9,042.00	\$ 22,000.00000	\$ 22,000.00	\$ 65,000.00000	\$ 65,000.00
0002 1009.00 GENERAL CLEARING AND GRUBBING	1.000 LUMP	\$ 2,535.00000	\$ 2,535.00	\$ 22,000.00000	\$ 22,000.00	\$ 7,000.00000	\$ 7,000.00
0003 1011.00 WATER	164.000 MGAL	\$ 30.00000	\$ 4,920.00	\$ 30.00000	\$ 4,920.00	\$ 30.00000	\$ 4,920.00
0004 1030.00 EARTHWORK MEASURED IN EMBANKMENT	12126.000 CY	\$ 11.70000	\$ 141,874.20	\$ 13.60000	\$ 164,913.60	\$ 12.00000	\$ 145,512.00
0005 1043.50 RIPRAP FILTER FABRIC	118.000 SY	\$ 4.60000	\$ 542.80	\$ 5.35000	\$ 631.30	\$ 5.00000	\$ 590.00
0006 1101.00 REMOVE PAVEMENT	23.000 SY	\$ 9.70000	\$ 223.10	\$ 11.20000	\$ 257.60	\$ 12.00000	\$ 276.00
0007 1101.25 SAWING PAVEMENT	130.000 LF	\$ 6.00000	\$ 780.00	\$ 7.00000	\$ 910.00	\$ 8.00000	\$ 1,040.00
0008 1102.00 REMOVE ASPHALT SURFACE	17.000 SY	\$ 10.80000	\$ 183.60	\$ 12.50000	\$ 212.50	\$ 15.00000	\$ 255.00
0009 1107.00 REMOVE WALK	28.000 SY	\$ 9.00000	\$ 252.00	\$ 10.45000	\$ 292.60	\$ 13.50000	\$ 378.00
0010 1701.18 18" DRIVEWAY CULVERT PIPE, TYPE 2,3,4,5,6,7 OR 8	76.000 LF	\$ 23.20000	\$ 1,763.20	\$ 26.90000	\$ 2,044.40	\$ 28.00000	\$ 2,128.00
0011 1702.18 18" DRIVEWAY CULVERT PIPE, TYPE 3,4 OR 5	30.000 LF	\$ 22.10000	\$ 663.00	\$ 25.70000	\$ 771.00	\$ 28.00000	\$ 840.00
0012 4310.18 18" FLARED-END SECTION	4.000 EACH	\$ 480.00000	\$ 1,920.00	\$ 556.00000	\$ 2,224.00	\$ 600.00000	\$ 2,400.00
0013 6105.02 ROCK RIPRAP, TYPE B	60.000 TON	\$ 75.50000	\$ 4,530.00	\$ 87.50000	\$ 5,250.00	\$ 85.00000	\$ 5,100.00

CALL ORDER: 100
CONTRACT ID: 1161
PROJECT: URB-6763(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 1613 COLLINS CONTRACTING COMPANY, INC.(M. E.)		(2) 3816 K2 REAL ESTATE DEVELOPMENT, LLC		(3) 1749 VAN KIRK SAND & GRAVEL, INC.	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0014 7390.10 REMOVE SIGN, POST, AND FOOTING	1.000 EACH	\$ 216.00000	\$ 216.00	\$ 250.00000	\$ 250.00	\$ 1,000.00000	\$ 1,000.00
SECTION TOTALS			\$ 169,444.90		\$ 226,677.00		\$ 236,439.00
0002 GROUP 3 CONCRETE PAVEMENT							
0015 0030.30 MOBILIZATION	1.000 LUMP	\$ 41,100.00000	\$ 41,100.00	\$ 40,000.00000	\$ 40,000.00	\$ 90,000.00000	\$ 90,000.00
0016 1043.65 NON-WOVEN GEO-FABRIC	393.000 SY	\$ 3.90000	\$ 1,532.70	\$ 1.50000	\$ 589.50	\$ 5.00000	\$ 1,965.00
0017 2009.52 CRUSHED ROCK EMBEDMENT	232.000 SY	\$ 6.30000	\$ 1,461.60	\$ 4.30000	\$ 997.60	\$ 3.00000	\$ 696.00
0018 2010.03 CRUSHED ROCK SURFACE COURSE	32.000 TON	\$ 43.00000	\$ 1,376.00	\$ 53.65000	\$ 1,716.80	\$ 65.00000	\$ 2,080.00
0019 2017.10 LIMESTONE SCREENINGS	67.000 TON	\$ 41.00000	\$ 2,747.00	\$ 60.50000	\$ 4,053.50	\$ 55.00000	\$ 3,685.00
0020 3008.05 TIE BARS	32.000 EACH	\$ 8.00000	\$ 256.00	\$ 10.75000	\$ 344.00	\$ 20.00000	\$ 640.00
0021 3014.11 COMBINATION CONCRETE CLASS 47B-3500 CURB AND GUTTER	80.000 LF	\$ 36.00000	\$ 2,880.00	\$ 48.55000	\$ 3,884.00	\$ 65.00000	\$ 5,200.00
0022 3016.21 CONCRETE CLASS 47B-3000 SIDEWALKS	1153.000 SY	\$ 58.40000	\$ 67,335.20	\$ 41.60000	\$ 47,964.80	\$ 53.00000	\$ 61,109.00
0023 3016.39 DETECTABLE WARNING PANEL	40.000 SF	\$ 20.00000	\$ 800.00	\$ 41.60000	\$ 1,664.00	\$ 46.00000	\$ 1,840.00
0024 3020.24 CONCRETE CLASS 47B-3500 DRIVEWAY	304.000 SY	\$ 55.00000	\$ 16,720.00	\$ 78.50000	\$ 23,864.00	\$ 63.00000	\$ 19,152.00
0025 3075.12 6" CONCRETE PAVEMENT, CLASS 47B-3500	35.000 SY	\$ 61.00000	\$ 2,135.00	\$ 67.90000	\$ 2,376.50	\$ 78.00000	\$ 2,730.00
0026 3075.32 8" CONCRETE PAVEMENT, CLASS 47B-3500	4621.000 SY	\$ 55.10000	\$ 254,617.10	\$ 54.00000	\$ 249,534.00	\$ 59.50000	\$ 274,949.50

CALL ORDER: 100
CONTRACT ID: 1161
PROJECT: URB-6763(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 1613 COLLINS CONTRACTING COMPANY, INC.(M. E.)		(2) 3816 K2 REAL ESTATE DEVELOPMENT, LLC		(3) 1749 VAN KIRK SAND & GRAVEL, INC.	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0027 4015.00 ADJUST MANHOLE TO GRADE	2.000 EACH	\$ 452.00000	\$ 904.00	\$ 285.00000	\$ 570.00	\$ 750.00000	\$ 1,500.00
0028 9034.00 PREPARATION OF INTERSECTIONS AND DRIVEWAYS	304.000 SY	\$ 5.30000	\$ 1,611.20	\$ 10.45000	\$ 3,176.80	\$ 14.00000	\$ 4,256.00
0029 9111.00 WATER	37.000 MGAL	\$ 1.00000	\$ 37.00	\$ 30.00000	\$ 1,110.00	\$ 30.00000	\$ 1,110.00
0030 9170.00 EARTH SHOULDER CONSTRUCTION	32.671 STA	\$ 158.00000	\$ 5,162.02	\$ 150.00000	\$ 4,900.65	\$ 500.00000	\$ 16,335.50
0031 9173.20 SUBGRADE PREPARATION	4656.000 SY	\$ 2.60000	\$ 12,105.60	\$ 4.25000	\$ 19,788.00	\$ 6.00000	\$ 27,936.00
0032 W600.03 ADJUST VALVE BOX TO GRADE	1.000 EACH	\$ 249.00000	\$ 249.00	\$ 320.00000	\$ 320.00	\$ 600.00000	\$ 600.00
SECTION TOTALS			\$ 413,029.42	\$ 406,854.15		\$ 515,784.00	
0003 GROUP 4 CULVERTS							
0033 0030.40 MOBILIZATION	1.000 LUMP	\$ 9,180.00000	\$ 9,180.00	\$ 9,000.00000	\$ 9,000.00	\$ 20,000.00000	\$ 20,000.00
0034 4002.00 CAST IRON COVER AND FRAME	625.000 LB	\$ 4.50000	\$ 2,812.50	\$ 2.65000	\$ 1,656.25	\$ 3.11000	\$ 1,943.75
0035 4004.00 CAST IRON GRATE	175.000 LB	\$ 4.50000	\$ 787.50	\$ 2.40000	\$ 420.00	\$ 3.00000	\$ 525.00
0036 4004.80 STRUCTURAL STEEL FOR FACE ARMOR	802.000 LB	\$ 6.00000	\$ 4,812.00	\$ 6.50000	\$ 5,213.00	\$ 6.85000	\$ 5,493.70
0037 4005.00 CAST IRON RING AND COVER	345.000 LB	\$ 3.70000	\$ 1,276.50	\$ 2.00000	\$ 690.00	\$ 3.00000	\$ 1,035.00
0038 4015.50 RECONSTRUCT MANHOLE	1.000 EACH	\$ 2,866.00000	\$ 2,866.00	\$ 3,650.00000	\$ 3,650.00	\$ 6,000.00000	\$ 6,000.00
0039 4017.00 TAPPING EXISTING MANHOLE	1.000 EACH	\$ 1,192.00000	\$ 1,192.00	\$ 765.00000	\$ 765.00	\$ 850.00000	\$ 850.00

CALL ORDER: 100
CONTRACT ID: 1161
PROJECT: URB-6763(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 1613 COLLINS CONTRACTING COMPANY, INC.(M. E.)		(2) 3816 K2 REAL ESTATE DEVELOPMENT, LLC		(3) 1749 VAN KIRK SAND & GRAVEL, INC.	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0040 4043.50 REMOVE SEWER PIPE	3.000 LF	\$ 53.00000	\$ 159.00	\$ 63.75000	\$ 191.25	\$ 50.00000	\$ 150.00
0041 4050.01 EXCAVATION FOR PIPE, PIPE-ARCH CULVERTS, AND HEADWALLS	100.000 CY	\$ 18.00000	\$ 1,800.00	\$ 33.90000	\$ 3,390.00	\$ 30.00000	\$ 3,000.00
0042 4105.59 CLASS 47B-3000 CONCRETE FOR INLET AND JUNCTION BOX	18.300 CY	\$ 1,108.00000	\$ 20,276.40	\$ 1,225.00000	\$ 22,417.50	\$ 1,050.00000	\$ 19,215.00
0043 4155.50 REINFORCING STEEL FOR INLET AND JUNCTION BOX	1080.000 LB	\$ 3.10000	\$ 3,348.00	\$ 2.60000	\$ 2,808.00	\$ 2.00000	\$ 2,160.00
0044 4310.24 24" FLARED-END SECTION	4.000 EACH	\$ 391.00000	\$ 1,564.00	\$ 380.00000	\$ 1,520.00	\$ 625.00000	\$ 2,500.00
0045 4310.30 30" FLARED-END SECTION	2.000 EACH	\$ 831.00000	\$ 1,662.00	\$ 595.10000	\$ 1,190.20	\$ 800.00000	\$ 1,600.00
0046 4310.36 36" FLARED-END SECTION	4.000 EACH	\$ 1,209.00000	\$ 4,836.00	\$ 705.00000	\$ 2,820.00	\$ 1,150.00000	\$ 4,600.00
0047 4320.24 24" ROUND EQUIVALENT FLARED-END SECTION	4.000 EACH	\$ 504.00000	\$ 2,016.00	\$ 426.50000	\$ 1,706.00	\$ 500.00000	\$ 2,000.00
0048 P070.24 24" CULVERT PIPE, TYPE 2,3,4,5,6,7 OR 8	32.000 LF	\$ 59.00000	\$ 1,888.00	\$ 78.50000	\$ 2,512.00	\$ 58.00000	\$ 1,856.00
0049 P420.24 24" ROUND EQUIVALENT CULVERT PIPE, TYPE 2,3,4 OR 5	42.000 LF	\$ 65.00000	\$ 2,730.00	\$ 81.90000	\$ 3,439.80	\$ 65.00000	\$ 2,730.00
0050 P500.24 24" CULVERT PIPE, TYPE 2,4,5,7 OR 8	50.000 LF	\$ 59.00000	\$ 2,950.00	\$ 68.55000	\$ 3,427.50	\$ 68.00000	\$ 3,400.00
0051 P500.36 36" CULVERT PIPE, TYPE 2,4,5,7 OR 8	148.000 LF	\$ 101.00000	\$ 14,948.00	\$ 95.70000	\$ 14,163.60	\$ 101.00000	\$ 14,948.00
0052 P700.18 18" STORM SEWER PIPE, TYPE 1,7 OR 8	33.000 LF	\$ 61.00000	\$ 2,013.00	\$ 67.40000	\$ 2,224.20	\$ 60.00000	\$ 1,980.00

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PROJECT: URB-6763(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 1613 COLLINS CONTRACTING COMPANY, INC.(M. E.)		(2) 3816 K2 REAL ESTATE DEVELOPMENT, LLC		(3) 1749 VAN KIRK SAND & GRAVEL, INC.	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0053 P700.24 24" STORM SEWER PIPE, TYPE 1,7 OR 8	34.000 LF	\$ 81.00000	\$ 2,754.00	\$ 79.85000	\$ 2,714.90	\$ 72.00000	\$ 2,448.00
0054 P700.30 30" STORM SEWER PIPE, TYPE 1,7 OR 8	54.000 LF	\$ 111.00000	\$ 5,994.00	\$ 107.25000	\$ 5,791.50	\$ 101.00000	\$ 5,454.00
SECTION TOTALS			\$ 91,864.90		\$ 91,710.70		\$ 103,888.45
0004 GROUP 5 SEEDING							
0055 0030.50 MOBILIZATION	1.000 LUMP	\$ 1,618.00000	\$ 1,618.00	\$ 4,100.00000	\$ 4,100.00	\$ 12,000.00000	\$ 12,000.00
0056 L001.01 SEEDING, TYPE A	2.960 ACRE	\$ 1,564.00000	\$ 4,629.44	\$ 905.00000	\$ 2,678.80	\$ 2,300.00000	\$ 6,808.00
0057 L001.02 SEEDING, TYPE B	2.800 ACRE	\$ 2,346.00000	\$ 6,568.80	\$ 1,380.00000	\$ 3,864.00	\$ 3,100.00000	\$ 8,680.00
0058 L006.00 COVER CROP SEEDING	2.800 ACRE	\$ 270.00000	\$ 756.00	\$ 250.00000	\$ 700.00	\$ 350.00000	\$ 980.00
0059 L021.70 AREA INLET PROTECTION	1.000 EACH	\$ 378.00000	\$ 378.00	\$ 190.00000	\$ 190.00	\$ 400.00000	\$ 400.00
0060 L021.72 CURB INLET PROTECTION	86.000 LF	\$ 11.30000	\$ 971.80	\$ 21.50000	\$ 1,849.00	\$ 15.00000	\$ 1,290.00
0061 L022.11 FABRIC SILT FENCE-LOW POROSITY	3182.000 LF	\$ 3.20000	\$ 10,182.40	\$ 3.50000	\$ 11,137.00	\$ 3.85000	\$ 12,250.70
0062 L022.12 FABRIC SILT FENCE-HIGH POROSITY	315.000 LF	\$ 4.30000	\$ 1,354.50	\$ 3.50000	\$ 1,102.50	\$ 5.00000	\$ 1,575.00
0063 L022.83 SILT CHECK, TYPE 2-HIGH	90.000 LF	\$ 5.10000	\$ 459.00	\$ 4.40000	\$ 396.00	\$ 6.50000	\$ 585.00
0064 L032.85 HYDROMULCH TYPE HM2	9.000 TON	\$ 2,120.00000	\$ 19,080.00	\$ 1,735.00000	\$ 15,615.00	\$ 2,500.00000	\$ 22,500.00
SECTION TOTALS			\$ 45,997.94		\$ 41,632.30		\$ 67,068.70

CALL ORDER: 100
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LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 1613 COLLINS CONTRACTING COMPANY, INC.(M. E.)		(2) 3816 K2 REAL ESTATE DEVELOPMENT, LLC		(3) 1749 VAN KIRK SAND & GRAVEL, INC.	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0005 GROUP 5L LANDSCAPING							
0065 0030.50 MOBILIZATION	1.000 LUMP	\$ 21,400.00000	\$ 21,400.00	\$ 5,625.00000	\$ 5,625.00	\$ 18,500.00000	\$ 18,500.00
0066 L010.44 CALAMAGROSTIS ACUTIFLORA 'KARL FORESTER' (KARL FORESTER FEATHER REED) #1 C.G.	35.000 EACH	\$ 12.90000	\$ 451.50	\$ 11.25000	\$ 393.75	\$ 28.00000	\$ 980.00
0067 L032.50 WOODCHIP MULCH	106.000 CY	\$ 28.00000	\$ 2,968.00	\$ 30.00000	\$ 3,180.00	\$ 60.00000	\$ 6,360.00
0068 L230.16 JUNIPERUS VIRGINIANNA 'TAYLOR' (TAYLOR JUNIPER) #5 CONTAINER GROWN	22.000 EACH	\$ 107.90000	\$ 2,373.80	\$ 205.00000	\$ 4,510.00	\$ 75.00000	\$ 1,650.00
0069 L301.10 PICEA GLAUCA 'DENSATA' (BLACK HILLS SPRUCE) 4' B&B OR CONTAINER GROWN	3.000 EACH	\$ 161.80000	\$ 485.40	\$ 225.00000	\$ 675.00	\$ 460.00000	\$ 1,380.00
0070 L302.05 PICEA PUNGENS 'GLAUCA' (COLORADO BLUE SPRUCE) 4' B&B	3.000 EACH	\$ 161.80000	\$ 485.40	\$ 225.00000	\$ 675.00	\$ 440.00000	\$ 1,320.00
0071 L302.17 PICEA PUNGENS (COLORADO SPRUCE) 4' B&B	2.000 EACH	\$ 161.80000	\$ 323.60	\$ 225.00000	\$ 450.00	\$ 460.00000	\$ 920.00
0072 L302.20 PICEA PUNGENS 'GLAUCA GLOBOSA' (GLOBE BLUE SPRUCE) 15"-18" CONTAINER GROWN	9.000 EACH	\$ 124.10000	\$ 1,116.90	\$ 112.50000	\$ 1,012.50	\$ 100.00000	\$ 900.00
0073 L376.40 QUERCUS ACUTISSIMA (SAWTOOTH OAK) 1 1/2" CALIPER B&B OR CONTAINER GROWN	3.000 EACH	\$ 161.80000	\$ 485.40	\$ 225.00000	\$ 675.00	\$ 400.00000	\$ 1,200.00
0074 L426.00 WEIGELA FLORIDA 'DARK HORSE' (DARK HORSE WEIGELA) 2 GALLON CONTAINER GROWN	22.000 EACH	\$ 30.20000	\$ 664.40	\$ 30.00000	\$ 660.00	\$ 80.00000	\$ 1,760.00

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		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0075 L426.10 ASCLEPIAS TUBEROSA (BUTTERFLY MILKWEED) 1 GALLON CONTAINER GROWN	49.000 EACH	\$ 12.90000	\$ 632.10	\$ 11.25000	\$ 551.25	\$ 35.00000	\$ 1,715.00
0076 L441.24 CORNUS STOLONIFERA (RED-OSIER DOGWOOD) 15" - 18" CONTAINER GROWN	21.000 EACH	\$ 43.20000	\$ 907.20	\$ 30.00000	\$ 630.00	\$ 55.00000	\$ 1,155.00
0077 L455.00 COTINUS COGGYGRIA 'ROYAL PURPLE' (ROYAL PURPLE SMOKEBUSH) 3 GALLON, CONTAINER GROWN	6.000 EACH	\$ 43.20000	\$ 259.20	\$ 31.25000	\$ 187.50	\$ 65.00000	\$ 390.00
0078 L560.20 FORSYTHIA 'GOLD TIDE' (GOLD TIDE FORSYTHIA) 15"-18" C.G.	20.000 EACH	\$ 43.20000	\$ 864.00	\$ 30.00000	\$ 600.00	\$ 62.00000	\$ 1,240.00
0079 L595.00 ARTEMISIA SCHMIDTIANA 'SILVER MOUND' (ARTEMISIA SILVER MOUND) 1 GALLON CONTAINER GROWN	17.000 EACH	\$ 15.10000	\$ 256.70	\$ 11.25000	\$ 191.25	\$ 28.00000	\$ 476.00
0080 L619.74 VIBURNUM LANTANA 'MOHICAN'(MOHICAN VIBURNUM) 5 GALLON, CONTAINER GROWN	14.000 EACH	\$ 80.90000	\$ 1,132.60	\$ 30.00000	\$ 420.00	\$ 60.00000	\$ 840.00
0081 L742.21 QUERCUS BICOLOR (SWAMP WHITE OAK) 2" CAL B&B	2.000 EACH	\$ 215.80000	\$ 431.60	\$ 225.00000	\$ 450.00	\$ 400.00000	\$ 800.00
0082 L835.20 TILIA AMERICANA (AMERICAN LINDEN) 2" CALIPER B&B OR CONTAINER GROWN	2.000 EACH	\$ 215.80000	\$ 431.60	\$ 225.00000	\$ 450.00	\$ 380.00000	\$ 760.00
0083 L940.02 ACER RUBRUM 'FRANKSRED' (RED SUNSET MAPLE) 2" CAL. B&B	1.000 EACH	\$ 242.70000	\$ 242.70	\$ 225.00000	\$ 225.00	\$ 380.00000	\$ 380.00
0084 L946.80 SCHIZACHURIUM SCOPARIUM 'BLAZE' (BLAZE LITTLE BLUESTEM) #1 C.G.	67.000 EACH	\$ 11.90000	\$ 797.30	\$ 11.25000	\$ 753.75	\$ 30.00000	\$ 2,010.00

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		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0085 L946.85 SORGHASTRUM NUTANS (INDIAN GRASS) #1 CONTAINER	35.000 EACH	\$ 12.90000	\$ 451.50	\$ 12.50000	\$ 437.50	\$ 32.00000	\$ 1,120.00
0086 L952.05 ASTER X DUMOSUS 'WOOD BLUE' (WOOD BLUE ASTER) #1 C.G.	120.000 EACH	\$ 11.90000	\$ 1,428.00	\$ 11.25000	\$ 1,350.00	\$ 32.00000	\$ 3,840.00
0087 L972.24 SALVIA NEMOROSA "MAINACHT" (MAY NIGHT SALVIA) #1 CONTAINER GROWN	50.000 EACH	\$ 12.90000	\$ 645.00	\$ 11.25000	\$ 562.50	\$ 30.00000	\$ 1,500.00
0088 L980.00 PENNISSETUM ALOPECUROIDES 'HAMELN' (DWARF FOUNTAIN GRASS) 2 GALLON, CONTAINER GROWN	14.000 EACH	\$ 23.70000	\$ 331.80	\$ 11.25000	\$ 157.50	\$ 34.00000	\$ 476.00
SECTION TOTALS			\$ 39,565.70		\$ 24,822.50		\$ 51,672.00
0006 GROUP 8B ELECTRICAL							
0089 0030.80 MOBILIZATION	1.000 LUMP	\$ 2,900.00000	\$ 2,900.00	\$ 5,700.00000	\$ 5,700.00	\$ 12,000.00000	\$ 12,000.00
0090 A001.12 PULL BOX, TYPE PB-5	2.000 EACH	\$ 620.00000	\$ 1,240.00	\$ 720.00000	\$ 1,440.00	\$ 1,000.00000	\$ 2,000.00
0091 A020.75 LIGHTING CONTROL CENTER	1.000 EACH	\$ 1,620.00000	\$ 1,620.00	\$ 1,875.00000	\$ 1,875.00	\$ 2,500.00000	\$ 2,500.00
0092 A070.09 3/4" CONDUIT IN TRENCH	1699.000 LF	\$ 2.70000	\$ 4,587.30	\$ 3.15000	\$ 5,351.85	\$ 3.85000	\$ 6,541.15
0093 A072.07 3/4-INCH CONDUIT UNDER ROADWAY	215.000 LF	\$ 3.00000	\$ 645.00	\$ 3.45000	\$ 741.75	\$ 4.00000	\$ 860.00
0094 A074.09 3/4-INCH CONDUIT, JACKED	55.000 LF	\$ 32.40000	\$ 1,782.00	\$ 37.50000	\$ 2,062.50	\$ 45.00000	\$ 2,475.00
0095 A080.36 STREET LIGHTING CABLE, NO. 10 XHHW	3938.000 LF	\$ 0.60000	\$ 2,362.80	\$ 0.75000	\$ 2,953.50	\$ 2.00000	\$ 7,876.00

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		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0096 A080.38	1969.000 LF	\$ 0.60000	\$ 1,181.40	\$ 0.75000	\$ 1,476.75	\$ 2.00000	\$ 3,938.00
STREET LIGHTING CABLE, NO. 10 BARE							
0097 A521.00	14.000 EACH	\$ 940.00000	\$ 13,160.00	\$ 1,085.00000	\$ 15,190.00	\$ 1,000.00000	\$ 14,000.00
INSTALL STREET LIGHTING UNIT							
SECTION TOTALS			\$ 29,478.50	\$ 36,791.35	\$ 52,190.15		
0007 GROUP 10 GENERAL ITEMS							
0098 0001.08	50.000 BDAY	\$ 0.50000	\$ 25.00	\$ 0.50000	\$ 25.00	\$ 0.50000	\$ 25.00
BARRICADE, TYPE II							
0099 0001.10	303.000 BDAY	\$ 2.20000	\$ 666.60	\$ 3.35000	\$ 1,015.05	\$ 3.00000	\$ 909.00
BARRICADE, TYPE III							
0100 0001.75	50.000 EACH	\$ 3.00000	\$ 150.00	\$ 1.35000	\$ 67.50	\$ 5.00000	\$ 250.00
TEMPORARY SIGN DAY							
0101 0001.90	1111.000 EACH	\$ 1.10000	\$ 1,222.10	\$ 1.35000	\$ 1,499.85	\$ 2.50000	\$ 2,777.50
SIGN DAY							
0102 0001.97	303.000 EACH	\$ 1.10000	\$ 333.30	\$ 1.00000	\$ 303.00	\$ 2.50000	\$ 757.50
BARRICADE SIGN DAY							
0103 0020.00	100.000 HOUR	\$ 2.00000	\$ 200.00	\$ 2.00000	\$ 200.00	\$ 2.00000	\$ 200.00
TRAINING							
0104 0030.00	1.000 LUMP	\$ 1,500.00000	\$ 1,500.00	\$ 2,150.00000	\$ 2,150.00	\$ 15,000.00000	\$ 15,000.00
MOBILIZATION							
0105 9110.01	10.000 HOUR	\$ 75.00000	\$ 750.00	\$ 125.00000	\$ 1,250.00	\$ 85.00000	\$ 850.00
RENTAL OF LOADER, FULLY OPERATED							
0106 9110.03	10.000 HOUR	\$ 90.00000	\$ 900.00	\$ 130.00000	\$ 1,300.00	\$ 85.00000	\$ 850.00
RENTAL OF DUMP TRUCK, FULLY OPERATED							
0107 9110.07	10.000 HOUR	\$ 90.00000	\$ 900.00	\$ 85.00000	\$ 850.00	\$ 85.00000	\$ 850.00
RENTAL OF SKID LOADER, FULLY OPERATED							

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		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0108 9110.27 RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	10.000 HOUR	\$ 100.00000	\$ 1,000.00	\$ 145.00000	\$ 1,450.00	\$ 150.00000	\$ 1,500.00
0109 L022.75 TEMPORARY SILT CHECK	200.000 LF	\$ 5.00000	\$ 1,000.00	\$ 4.00000	\$ 800.00	\$ 3.00000	\$ 600.00
0110 L022.90 TEMPORARY SILT FENCE	200.000 LF	\$ 4.00000	\$ 800.00	\$ 3.00000	\$ 600.00	\$ 4.00000	\$ 800.00
0111 L860.50 ENVIRONMENTAL COMMITMENTS - CONTRACTOR COMPLIANCE	1.000 LUMP	\$ 5,600.00000	\$ 5,600.00	\$ 5,000.00000	\$ 5,000.00	\$ 5,000.00000	\$ 5,000.00
0112 L860.51 ENVIRONMENTAL INCENTIVE	1.000 EACH	\$ 500.00000	\$ 500.00	\$ 500.00000	\$ 500.00	\$ 500.00000	\$ 500.00
0113 L860.52 ENVIRONMENTAL DISINCENTIVE	1.000 CDAY	(\$ 500.00000)	(\$ 500.00)	(\$ 500.00000)	(\$ 500.00)	(\$ 500.00000)	(\$ 500.00)
SECTION TOTALS			\$ 15,047.00		\$ 16,510.40		\$ 30,369.00
CONTRACT TOTALS			\$804,428.36		\$844,998.40		\$1,057,411.30

OPEN Property Maintenance Code Violation Report

					Last Update; 12-18-19
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
90 Roberts St	Water leaking from tenant above and exterior in disrepair		Sandy Nuttleman	In person	Attempting to contact owner
345 S 9th St	RV set up for residency in violation of the ULDO	Extended due to weather	Tod/Colleen Cameron 402-643-5418	Spoke with in person	Tod stated he would remove the skirting and move the RV to the paved drive and behind the leading edge of the house, he also stated he would disconnect the electric and only used as needed to charge the batteries.
722 N 3rd St	Bedroom windows won't open		Jordan Splatz 360-3525, rental property	Personal	Contacted owner and advised that bedroom windows do not open fully. He advsied that he will take care of.
444 N 2nd St	Protective treatment, decayed siding/facia/trim, porch roof failing	5/31/2019	Gary Weaver PO Box 5592 Irvine, CA 92616, 949-395-6341	Certified mail	The owner reports that he is working on a plan to abate code violations, can't paint currently due to winter, requests a time extension to comply, due to him living in CA.
430 N 2nd	Protective treatment, decayed siding/facia/trim, foundation walls, gutters	5/31/2019	Gary Weaver PO Box 5592 Irvine, CA 92616, 949-395-6341	Certified mail	The owner reports that he is working on a plan to abate code violations, can't paint currently due to winter, requests a time extension to comply, due to him living in CA.
648 Seward St	Unsafe Structure, Failing west exterior brick wall	Extended due to weather	New owners: Darko & Suzanne Gligorevic	Served by City Staff	Owner has obtained building permit to repair exterior wall and construction is in progress.
110 S 12th St	Retaining wall failing	Extended due to weather	Locust Apartments 312 E 3rd St. Neligh, NE (402-992-1983) Lisa Regional Mgr.	Certified	Owner requested time extension to secure Contractor. Owner is obtaining plans from structural engineer. New Notice & Order served. Installed temp reinforcing barricade. Owner has hired a structural engineer, proposed plans submitted. No permit has been applied for.

OPEN Property Maintenance Code Violation Report

424 N 7th St.	Exterior openings, Protective treatment, decayed siding/soffits/fascia, Trash-junk-vehicles, auto parts	10/19/2016	Jeremy Martin, 424 N 7th St. Seward, NE 402-641-6127	Served by SPD	Owner plans on repairing gargae as soon as it warms up. Advised will need a Bldg permit, and to clean up yard while waiting. Owner is making progress cleaning, and repairing garage. Progress has stalled. New Notice & Order served. Failed to comply, little progress observed, see enclosed report and photos.
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2012

149 N 1st	Protective treatment, decayed siding, windows, facia, soffits, roof, foundation	5/1/2019	New owner is Steve Butler, 268 4th St. Garland, NE. 402-508-0478	Served by Certified mail	New owner has a buidling permit for a new roof and construction is in progress. Owner is planning on rectifying all code violations. Making good progress.
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2011

535 S Columbia	Unsafe Structures, Foundation failing, Protective treatment	6/12/2019	Daniel & Barbara Liska, 1215 Eastridge Seward, NE 68434. 402-641-3600, 643-6784	Served by City Staff	Barb reports that they thought that they had a buyer but it fell thru. If they don't sell it within 2 weeks, they are going to demo it.
1313 W Hwy 34	Foundation stem walls, grading-drainage, tall weeds, exterior storage, long/short term vehicle parking	10/1/2018	Brian Fehlhafer, 1389 Progressive Rd.	Served by SPD	Referred to City Atty 2-28-11 for non-compliance/further action. City Admin. will meet with Fehlhafer. Unknown status. New Notice & Orders to be served, pending City Admin. NEW NOTICE & ORDER served, PER CITY COUNCIL. 9-28-18, City Admin. instructed Bldg Dept. to HOLD OFF issuing citation, the Mayor and City Administrator are going to meet with the owner and work on a plan. No update from City Admin. has been received. City Admin reports that they will instruct owner to obtain a Demo permit. The owner has obtained a DEMO permit. No progress being made.

ORDINANCE NO. 2020-

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 290 OFFENSES, ARTICLE 8 OBSTRUCTIONS, TO ADD REQUIREMENTS AND SET PENALTIES FOR PLACING SNOW IN THE STREET RIGHT-OF-WAY; 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 Section 290-8.6 of the Municipal Code of the City of Seward is hereby amended as follows:

Obstruction of Public Ways. It shall be unlawful for any person to erect, maintain, or suffer to remain on any street or public sidewalk a stand, wagon, display, or other obstruction inconvenient to or inconsistent with the public use of the same. Furthermore, it shall be unlawful for any person in a residential district to dispose of the snow from his/her property, sidewalk, off-street parking, alley, or right-of-way, onto a City street. Except as otherwise provided herein, any person who violates the prohibitions or provisions of this section 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.

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.

Passed and approved this _____ day of _____, 2020.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Attest:

Bonnie Otte
Assistant Administrator/
Clerk-Treasurer/
Budget & HR Director

(SEAL)

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Tuesday, February 18, 2020, at 7:00 P.M., in the Municipal Building, 142 N 7th Street, Seward, Nebraska, the City Council will hold a **Public Hearing** concerning updates to the City of Seward's Community Development Block Grant (CDBG) Economic Development Plan.

The City of Seward has received a Community Development Block Grant for Economic Development to make loans to private businesses, which result in repayments to the City. In order to allow the City to use these repayments for additional Economic Development Projects, a plan must be adopted that establishes policies and procedures for consideration and approval of new Economic Development Projects. Updates to the Economic Development Plan have been prepared to meet the current requirements for use of Community Development Block Grant Program Income.

All interested persons are invited to attend the public hearing at which time you will have an opportunity to be heard regarding the proposed updates to the Community Development Block Grant – Economic Development Plan. Documentation concerning the updates for consideration and recommendation from the Seward CDBG EDRLF Application Review Committee will be available for review during regular working hours at the Seward Clerk's office. Written and oral testimony will also be accepted at the public hearing. Written comments may be addressed to the City Clerk, City Hall, 537 Main Street, Seward, NE, 68434 and will also be accepted by mail if postmarked on or before Friday, February 14, 2020.

Individuals requiring physical or sensory accommodations, including interpreter service, braille, large print or recorded materials, please contact: Bonnie Otte, City Clerk, City Hall, 537 Main Street, Seward, NE, 68434, (402) 643-2927, no later than 12:00 noon, on Friday, February 14, 2020. Accommodations will be made for persons with disabilities and non-English speaking individuals provided that one business days' notice is received by the City of Seward.

R E S O L U T I O N

WHEREAS, there has been signed by the CITY OF SEWARD on the 6th day of December, 2011, and the State on the 5th day of January, 2012, an agreement providing for the construction of a Federal Aid City Project at the following location: KAROL KAY BLVD, BADER - HILLCREST, SEWARD, and

WHEREAS, in the above agreement, the City has pledged sufficient funds to finance its share of the cost of the construction of this project identified as URB-6763(1), and

WHEREAS, the above mentioned agreement provided that the City will pay costs as set forth in the agreement, and

WHEREAS, the State, on behalf of the City received bids for the construction of this project based on the final plans and specifications on January 16, 2020, at which time 3 bid(s) were received for the construction of the proposed work, and

WHEREAS, the following Contractor(s) for the items of work listed has/have been selected as the low bidder(s) to whom the contract(s) should be awarded:

M. E. COLLINS CONTRACTING COMPANY, INC., WAHOO, NE 68066-0083
GRADING, CONCRETE PAVEMENT, CULVERTS, SEEDING, LANDSCAPING, ELECTRICAL, GENERAL ITEMS: \$804,428.36

NOW THEREFORE, in consideration of the above facts, the City Council of the CITY OF SEWARD, by this resolution, takes the following official action:

1. If for any reason the Federal Highway Administration rescinds, limits its obligations, or defers payment of the Federal share of the cost of this project, the City hereby agrees to provide the necessary funds to pay for all costs incurred until and in the event such Federal funds are allowed and paid.

2. The Council hereby concurs in the selection of the above mentioned Contractor(s) for the items of work listed, to whom the contract(s) should be awarded.

3. The Council hereby approves of the final plans and specifications that were used in the bidding process for this project.

4. The Council hereby authorizes the Mayor to sign the contract(s) with the above mentioned Contractor(s) for the above mentioned work on behalf of the City.

DATED THIS _____ DAY OF _____, A.D. _____

CITY OF SEWARD

(Mayor)

ATTEST:

Council Member _____
moved the adoption of said resolution.

(City Clerk)

Roll Call: _____ yea, _____ nay.
Resolution adopted, signed and billed as adopted.

MEMORANDUM OF UNDERSTANDING BETWEEN
SOUTHEAST NEBRASKA DEVELOPMENT, INC. AND THE CITY OF SEWARD, NEBRASKA

This Memorandum of Understanding (“MOU”) is entered into between the Southeast Nebraska Development, Inc. (SEND, Inc.) and the City of Seward, Nebraska.

WHEREAS, the City of Seward, Nebraska is the recipient of a Community Development Block Grant (CDBG) Funds and,

WHEREAS, the City of Seward desires to enter into an agreement with SEND, Inc., for the reuse of the CDBG program income and future CDBG proceeds,

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree program income from the CDBG economic development funds are as follows:

All current CDBG (program income) and future CDBG (new grants) economic development projects funded through the City of Seward, Nebraska will be assigned to SEND, Inc.’s Non-profit Development Organization (NDO), as defined by NDED and will be reused for economic development activities as outlined in SEND, Inc.’s NDO Reuse Plan as approved by NDED (*See Attachment A*).

This MOU is hereby executed by its duly authorized representatives.

BOARD PRESIDENT, SEND, INC.

DATE

MAYOR, CITY OF SEWARD, NEBRASKA

DATE

Pledges By Pledgee And Maturity

Pledged To: CITY TREASURER

As Of 1/31/2020

Jones Bank - Seward, NE

BBA

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Receipt# Safeguarding Location	CUSIP Location	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	486890F35 COMMERCE BANK	AFS 05/15/20	KEARNEY-TANS NE 20	1.55		145,000.00 100.00%	145,000.00	145,000.00	145,071.05
COMM: COMMERCE BANK	557353HC6 COMMERCE BANK	AFS 12/15/20	MADISON SD #2 NE 20	1.80		200,000.00 100.00%	200,000.00	200,000.00	200,122.00
COMM: COMMERCE BANK	818483EP0 COMMERCE BANK	AFS 02/15/22	SEWARD-REF-ELEC REV NE 22	2.20		105,000.00 100.00%	105,000.00	105,000.00	105,077.70
COMM: COMMERCE BANK	166807CX3 COMMERCE BANK	AFS 12/15/22	CHEYENNE SD 1-REF NE 22	2.25		160,000.00 100.00%	160,000.00	160,000.00	160,091.20
COMM: COMMERCE BANK	25931PAU9 COMMERCE BANK	AFS 12/15/22	DOUGLAS SD #15-BLDG NE 22	1.75		210,000.00 100.00%	210,000.00	210,000.00	211,459.50
COMM: COMMERCE BANK	45289MGF9 COMMERCE BANK	AFS 12/15/22	IMPERIAL-REF NE 22	1.45		190,000.00 100.00%	190,000.00	190,000.00	190,841.70
COMM: COMMERCE BANK	803765BN5 COMMERCE BANK	AFS 08/15/23	SARPY SAN 208-REF NE 23	2.15		115,000.00 100.00%	115,000.00	115,000.00	115,829.15
COMM: COMMERCE BANK	119475HZ7 COMMERCE BANK	AFS 12/15/23	BUFFALO SD#7-REF NE 23	2.35	AA-	200,000.00 100.00%	200,000.00	200,000.00	200,180.00
COMM: COMMERCE BANK	079212T63 COMMERCE BANK	AFS 06/01/24	BELLEVUE-TAX ANTIC NE 24	2.35		100,000.00 100.00%	100,000.00	100,000.00	100,082.00
COMM: COMMERCE BANK	183524AP2 COMMERCE BANK	AFS 06/15/24	CLAY CO-HWY ALLOC NE 24	2.30		200,000.00 100.00%	200,000.00	200,000.00	200,116.00
COMM: COMMERCE BANK	810183AZ6 COMMERCE BANK	AFS 06/15/24	SCOTTS BLUFF SD #32 NE 24	2.50		250,000.00 100.00%	250,000.00	250,000.00	250,257.50
COMM: COMMERCE BANK	919558KE5 COMMERCE BANK	AFS 12/15/24	VLY CO-REF NE 24	2.65		200,000.00 100.00%	200,000.00	200,000.00	200,224.00
COMM: COMMERCE BANK	412806CP8 COMMERCE BANK	AFS 06/01/26	HARLAN CNTY-REF NE 26	1.75		200,000.00 100.00%	200,000.00	200,000.00	200,596.00

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

1/30/2020 8:18 AM - BLA / JNET

Pledges By Pledgee And Maturity

Pledged To: CITY TREASURER

As Of 1/31/2020

Jones Bank - Seward, NE

BBA

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
COMM: COMMERCE BANK	943776JA3	AFS	WAVERLY-REF NE 26 06/15/26		2.25		200,000.00 100.00%	200,000.00	200,000.00	202,004.00
COMM: COMMERCE BANK	148006EZ8	AFS	CASS CO SD #1 NE 26 12/15/26		2.35		200,000.00 100.00%	200,000.00	200,000.00	202,092.00
COMM: COMMERCE BANK	123825FJ5	AFS	BUTLER PWR DT-A-REF NE 27 06/15/27		2.50		195,000.00 100.00%	195,000.00	195,000.00	196,382.55
COMM: COMMERCE BANK	3128MMQA4	AFS	FHLMC 15YR 11/01/27		2.00	G18448	2,000,000.00 100.00%	2,000,000.00	644,810.23	654,540.53
COMM: COMMERCE BANK	406036HY2	AFS	HALL CO SCH DIST NE 27 12/15/27		3.00		250,000.00 100.00%	250,000.00	250,000.00	256,195.00
COMM: COMMERCE BANK	557354DY0	AFS	MADISON CO SD #5-REF NE 27 12/15/27		2.25		245,000.00 100.00%	245,000.00	245,000.00	247,033.50
COMM: COMMERCE BANK	68905WEF5	AFS	OTOE CO SD #501-BLDG NE 27 12/15/27		2.00	A1	250,000.00 100.00%	250,000.00	250,000.00	251,692.50
COMM: COMMERCE BANK	661615SQ8	AFS	N PLATTE-REF NE 28 06/01/28		2.60		200,000.00 100.00%	200,000.00	200,000.00	202,402.00
COMM: COMMERCE BANK	840372RA6	AFS	S SIOUX CITY UTIL-A NE 28 06/01/28		2.50		250,000.00 100.00%	250,000.00	250,000.00	251,480.00
COMM: COMMERCE BANK	25933AFG6	AFS	DOUGLAS SID #492-REF NE 28 08/15/28		3.20		175,000.00 100.00%	175,000.00	175,000.00	179,140.50
COMM: COMMERCE BANK	80373YCT1	AFS	SARPY CO SID #158-REF NE 29 11/15/29		3.10		155,000.00 100.00%	155,000.00	155,000.00	158,532.45
COMM: COMMERCE BANK	361091BE0	AFS	FURNAS CO SD #18 NE 29 12/15/29		3.15	A2	250,000.00 100.00%	250,000.00	250,000.00	255,905.00
COMM: COMMERCE BANK	486841DW6	AFS	KEARNEY CO SD #503 NE 29 12/15/29		3.00	A+	250,000.00 100.00%	250,000.00	250,745.21	257,430.00

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1/30/2020 8:18 AM - BLA / JNBT

Pledges By Pledgee And Maturity

Pledged To: CITY TREASURER

As Of 1/31/2020

Jones Bank - Seward, NE

BBA

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Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	123825GB1	AFS	BUTLER PWR DIST-B NE 30 08/15/30	2.90		200,000.00 100.00%	200,000.00	200,625.82	202,196.00
COMM: COMMERCE BANK	486890X92	AFS	KEARNEY NE 30 10/15/30	2.60	A+	150,000.00 100.00%	150,000.00	150,000.00	152,998.50
COMM: COMMERCE BANK	0792124W3	AFS	BELLEVUE-REF NE 30 12/15/30	3.10		250,000.00 100.00%	250,000.00	250,000.00	257,435.00
COMM: COMMERCE BANK	803770SC1	AFS	SARPY CO SD #37-B-REF NE 31 06/15/31	3.00	AA-	250,000.00 100.00%	250,000.00	250,000.00	257,520.00
COMM: COMMERCE BANK	661615UB8	AFS	N PLATTE-REF NE 32 12/15/32	3.00	A-	200,000.00 100.00%	200,000.00	201,352.91	207,796.00
COMM: COMMERCE BANK	698864HR9	AFS	PAPILLION MUNI FACS NE 33 12/15/33	3.00	Aa1	175,000.00 100.00%	175,000.00	178,694.00	182,451.50
COMM: COMMERCE BANK	943776KA1	AFS	WAVERLY NE 34 06/01/34	2.95		335,000.00 100.00%	335,000.00	335,000.00	341,991.45
COMM: COMMERCE BANK	25928KCK5	AFS	DOUGLAS SAN #466-REF NE 34 09/15/34	3.20		175,000.00 100.00%	175,000.00	175,000.00	176,102.50
COMM: COMMERCE BANK	31418BY59	AFS	FNMA 20YR 02/01/36	3.50		1,125,000.00 100.00%	583,132.29	609,273.53	609,944.65
COMM: COMMERCE BANK	306584AT0	AFS	FALLS CO UTL REV-REF NE 36 12/15/36	3.25		180,000.00 100.00%	180,000.00	177,788.62	180,630.00
COMM: COMMERCE BANK	31418CGF5	AFS	FNMA 20YR 02/01/37	3.00		1,000,000.00 100.00%	728,602.22	739,398.82	750,880.70
COMM: COMMERCE BANK	3136A3E64	AFS	FNR 2012-9 YC 11/25/41	2.00		2,250,000.00 100.00%	694,168.83	676,782.70	694,694.11

38 Securities Pledged To: 1010 - CITY TREASURER

CASH IN BANK \$8,948,636.87

13,185,000.00 9,469,074.54 9,484,471.84 9,609,418.24

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1/30/2020 8:18 AM - BLA / JNET

BBA - Baker Bond Accounting ®

The Baker Group Software Solutions, Inc.

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

Pledged Securities Detail
January 31, 2020

H231
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Report Sequence: sgrp, CUSIP, Ticket

SGrp STYP Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
PLEDGEE: CITY OF SEWARD (02)												
AGEN	3130A8FU2		1.875		185148802-1	Contin	12/27/2022	150,000.00	150,000.00	150,000.00	150,006.45	150,006.45
FHLB	FHLB FIXED RATE NOTE					2/1/2020	6/27/2016	150,000.00	100.00%	145,336.12	265.63	150,272.08
D02/02	AA+	Aaa				100.000	AFS					
CMO	3137AWU78		1.250		185157011-1		12/15/2027	1,500,000.00	1,500,000.00	247,086.57	237,382.79	237,382.79
FHR	FHR 4145 AC						12/1/2012	247,086.57	100.00%	244,426.76	257.38	237,640.17
D02/02							AFS					
CMO	3137B0NV2		1.500		185157163-1		9/15/2025	2,000,000.00	2,000,000.00	268,249.08	265,693.41	265,693.41
FHR	FHR 4176 EC						3/1/2013	268,249.08	100.00%	266,328.62	335.31	266,028.72
D02/02							AFS					
GNMA	36176W2B6		4.000		185168920-1		12/15/2026	560,000.00	560,000.00	82,091.34	85,797.81	85,797.81
GNMA	GNMA POOL 778670						12/1/2011	82,091.34	100.00%	85,544.43	273.64	86,071.45
D02/02							AFS					
GNMA	36202ERL5		5.000		185171012-1		3/20/2023	500,000.00	500,000.00	16,579.88	17,083.45	17,083.45
GNM2	GNMA2 POOL 4091						3/1/2008	16,579.88	100.00%	16,975.97	69.08	17,152.53
D02/02							AFS					
GNMA	3620A9QG9		3.500		185171527-1		9/15/2024	750,000.00	750,000.00	71,040.50	74,251.63	74,251.63
GNMA	GNMA POOL 723255						9/1/2009	71,040.50	100.00%	73,429.53	207.20	74,458.83
D02/02							AFS					
GNMA	3620ARB59		3.500		185171588-1		5/15/2025	1,000,000.00	1,000,000.00	126,204.33	132,382.65	132,382.65
GNMA	GNMA POOL 737260						5/1/2010	126,204.33	100.00%	129,094.58	368.10	132,750.75
D02/02							AFS					
GNMA	36241KJN9		5.500		185173887-1		12/20/2020	750,000.00	750,000.00	635.34	640.15	640.15
GNM2	GNMA2 POOL 782069						3/1/2006	635.34	100.00%	641.71	2.91	643.06
D02/02							AFS					
MBS	3128MEHL8		5.000		185145155-1		11/1/2024	557,000.00	557,000.00	9,338.21	9,482.22	9,482.22
FGLM	FHLMC POOL G15435						5/1/2015	9,338.21	100.00%	9,621.90	38.91	9,521.13
D02/02							AFS					
MBS	3128MMLQ4		4.500		185145399-1		12/1/2024	1,015,000.00	1,015,000.00	44,070.08	45,839.96	45,839.96
FGLM	FHLMC POOL G18334						12/1/2009	44,070.08	100.00%	45,188.89	165.26	46,005.22
D02/02							AFS					

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

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

Pledged Securities Detail
January 31, 2020

H231
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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS	3128PNBR8	4.000			185147186-1		7/1/2024	1,300,000.00	1,300,000.00	57,247.89	59,828.66	59,828.66
FGLM	FHLMC POOL J08948						6/1/2009	57,247.89	100.00%	59,225.91	190.83	60,019.49
D02/02							AFS					
MBS	3128PQ4E8	4.500			185147195-1		2/1/2025	1,200,000.00	1,200,000.00	65,319.67	68,335.91	68,335.91
FGLM	FHLMC POOL J11721						2/1/2010	65,319.67	100.00%	68,117.68	244.95	68,580.86
D02/02							AFS					
MBS	3128PVN22	3.000			185147378-1		6/1/2021	285,000.00	285,000.00	8,540.64	8,816.82	8,816.82
FGLM	FHLMC POOL J15809						6/1/2011	8,540.64	100.00%	8,604.33	21.35	8,838.17
D02/02							AFS					
MBS	3128Q0GL5	4.000			185147609-1		5/1/2027	425,000.00	425,000.00	75,318.29	78,770.05	78,770.05
FGLM	FHLMC POOL J19203						5/1/2012	75,318.29	100.00%	79,191.92	251.06	79,021.11
D02/02							AFS					
MBS	31294MML2	3.000			185147907-1		3/1/2022	1,000,000.00	1,000,000.00	41,150.18	42,486.29	42,486.29
FGLM	FHLMC POOL E03063						3/1/2012	41,150.18	100.00%	41,648.20	102.88	42,589.17
D02/02							AFS					
MBS	31335HUG6	6.000			185150272-1		10/1/2022	700,000.00	700,000.00	2,434.72	2,603.89	2,603.89
FGLM	FHLMC POOL C90583						10/1/2002	2,434.72	100.00%	2,441.95	12.17	2,616.06
D02/02							AFS					
MBS	31335HYR8	5.500			185150298-1		10/1/2023	3,250,000.00	3,250,000.00	49,575.66	51,542.53	51,542.53
FGLM	FHLMC POOL C90720						10/1/2003	49,575.66	100.00%	51,493.22	227.22	51,769.75
D02/02							AFS					
MBS	31371LQY8	5.000			185155978-1		6/1/2024	500,000.00	500,000.00	9,616.56	10,324.92	10,324.92
FNMA	FNMA POOL 255271						5/1/2004	9,616.56	100.00%	9,569.60	40.07	10,364.99
D02/02							AFS					
MBS	31371NUJ9	6.500			185156082-1		8/1/2022	1,100,000.00	1,100,000.00	16,924.04	17,527.53	17,527.53
FNMA	FNMA POOL 256871						7/1/2007	16,924.04	100.00%	17,478.49	91.67	17,619.20
D02/02							AFS					
MBS	31375HAP9	3.875			185156211-1		2/1/2026	1,000,000.00	1,000,000.00	1,652.23	1,696.88	1,696.88
FNMV	FNMA ARM POOL 334914						1/1/1996	1,652.23	100.00%	1,658.94	5.34	1,702.22
D02/02							AFS					
MBS	3138AMK38	4.500			185159473-1		7/1/2026	500,000.00	500,000.00	83,052.80	86,376.10	86,376.10
FNMA	FNMA POOL AI7513						7/1/2011	83,052.80	100.00%	86,544.76	311.45	86,687.55
D02/02							AFS					

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H231 : Pledged Securities Detail
As of: 1/31/2020, Created: 1/30/2020 12:30:59 AM

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

Pledged Securities Detail
January 31, 2020

H231
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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS	3138EJLQ9 FNMA POOL AL2134	4.000			185159924-1		7/1/2027	443,000.00	443,000.00	87,888.93	91,541.92	91,541.92
D02/02							AFS	87,888.93	100.00%	91,835.71	292.96	91,834.88
MBS	3138EKRM9 FNMA POOL AL3191	3.500			185160071-1		2/1/2028	500,000.00	500,000.00	112,320.25	116,925.33	116,925.33
D02/02							AFS	112,320.25	100.00%	117,112.83	327.60	117,252.93
MBS	3138EKV4 FNMA POOL AL3327	2.500			185160087-1		4/1/2023	525,000.00	525,000.00	69,649.41	71,103.22	71,103.22
D02/02							AFS	69,649.41	100.00%	70,144.25	145.10	71,248.32
MBS	3138ELYF4 FNMA POOL AL4309	4.000			185160221-1		10/1/2028	1,000,000.00	1,000,000.00	228,020.43	238,536.96	238,536.96
D02/02							AFS	228,020.43	100.00%	238,591.89	760.07	239,297.03
MBS	3138EMCY5 FNMA POOL AL4586	4.000			185160242-1		2/1/2027	575,000.00	575,000.00	111,243.63	116,104.07	116,104.07
D02/02							AFS	111,243.63	100.00%	116,595.66	370.81	116,474.88
MBS	31407T2J8 FNMA POOL 840577	5.000			185163606-1		10/1/2020	545,000.00	545,000.00	2,071.88	2,093.25	2,093.25
D02/02							AFS	2,071.88	100.00%	2,076.59	8.63	2,101.88
MBS	3140J5EA3 FNMA POOL BM1028	2.500			185164038-1		12/1/2029	300,000.00	300,000.00	150,761.23	152,909.30	152,909.30
D02/02							AFS	150,761.23	100.00%	151,454.93	314.09	153,223.39
MBS	31410KAW4 FNMA POOL 889321	4.000			185164389-1		3/1/2023	2,050,000.00	2,050,000.00	30,653.63	30,950.51	30,950.51
D02/02							AFS	30,653.63	100.00%	31,352.02	102.18	31,052.69
MBS	31412P2K6 FNMA POOL 931478	4.500			185164602-1		7/1/2024	2,900,000.00	2,900,000.00	99,028.19	103,806.92	103,806.92
D02/02							AFS	99,028.19	100.00%	102,606.72	371.36	104,178.28
MBS	31417SAL4 FNMA POOL AC5410	4.500			185165282-1		10/1/2024	2,040,000.00	2,040,000.00	145,672.81	152,085.83	152,085.83
D02/02							AFS	145,672.81	100.00%	151,453.32	546.27	152,632.10
MBS	31417YN78 FNMA POOL MA0413	4.000			185165494-1		5/1/2020	7,500,000.00	7,500,000.00	12,833.40	12,873.34	12,873.34
D02/02							AFS	12,833.40	100.00%	12,857.09	42.78	12,916.12

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										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS	31418AAC2	3.000			185165786-1		11/1/2026	1,000,000.00	1,000,000.00	86,561.14	88,434.98	88,434.98
FNMA	FNMA POOL MA0902						10/1/2011	86,561.14	100.00%	87,812.82	216.40	88,651.38
D02/02							AFS					
MBS	31418AQY7	2.500			185166318-1		3/1/2023	500,000.00	500,000.00	64,670.15	66,017.18	66,017.18
FNMA	FNMA POOL MA1370						2/1/2013	64,670.15	100.00%	65,190.08	134.73	66,151.91
D02/02							AFS					
MBS	31418AYS1	2.500			185166625-1		10/1/2023	587,000.00	587,000.00	103,922.33	106,091.60	106,091.60
FNMA	FNMA POOL MA1620						9/1/2013	103,922.33	100.00%	104,861.30	216.50	106,308.10
D02/02							AFS					
MUNI	123825GA3	2.750		NE	185139632-1	Contn	8/15/2029	150,000.00	150,000.00	150,000.00	151,405.50	151,405.50
REV	BUTLER NE PUB PWR DIST ELEC SY					5/12/2021	5/12/2016	150,000.00	100.00%	150,000.00	1,902.08	153,307.58
D02/02						100.000	AFS					
MUNI	199437KM5	2.800		NE	185141492-1	Contn	6/15/2025	205,000.00	205,000.00	205,000.00	205,315.70	205,315.70
REV	COLUMBUS NE COMB REV					2/1/2020	8/7/2012	205,000.00	205,000.00	203,982.87	733.44	206,049.14
D02/02						100.000	AFS					
MUNI	199437LA0	2.875		NE	185141494-1	Contn	6/15/2026	100,000.00	100,000.00	100,000.00	100,930.00	100,930.00
REV	COLUMBUS NE COMB REV					7/23/2020	7/23/2015	100,000.00	100.00%	99,564.72	367.36	101,297.36
D02/02						100.000	AFS					
MUNI	231868NUJ	2.550		NE	185142176-1	Contn	12/1/2023	100,000.00	100,000.00	100,000.00	100,810.00	100,810.00
REV	CUSTER NE PUBLIC PWR DIST					8/27/2020	8/27/2015	100,000.00	100.00%	98,978.67	1,038.89	101,711.89
D02/02						100.000	AFS					
MUNI	239421JJO	2.750		NE	185142338-1	Contn	9/15/2027	100,000.00	100,000.00	100,000.00	100,673.00	100,673.00
REV	DAWSON NEB PUB PWR DIST REV					9/17/2020	9/17/2015	100,000.00	100.00%	98,978.67	1,038.89	101,711.89
D02/02						100.000	AFS					
MUNI	255689CD1	2.550		NE	185142752-1	Contn	12/15/2026	200,000.00	200,000.00	200,000.00	200,262.00	200,262.00
GO	DIXON CNTY NE SCD #1					2/26/2020	2/26/2015	200,000.00	200,000.00	200,000.00	651.67	200,913.67
D02/02						100.000	AFS					
MUNI	25928FBA9	3.150		NE	185142823-1	Contn	7/15/2026	100,000.00	100,000.00	100,000.00	100,934.00	100,934.00
GO	DOUGLAS CNTY NE SAN & IMPT					1/15/2021	1/15/2016	100,000.00	100.00%	100,000.00	140.00	101,074.00
D02/02						100.000	AFS					
MUNI	259290EB6	3.100		NE	185142828-1	Contn	8/15/2030	150,000.00	150,000.00	150,000.00	151,200.00	151,200.00
GO	DOUGLAS CNTY NE SAN & IMPT DIS					6/15/2021	6/15/2016	150,000.00	150,000.00	150,000.00	2,144.17	153,344.17
D02/02						100.000	AFS					

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										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MUNI	259292CS7	2.700	185142831-1	NE		Contin	11/15/2026	280,000.00	280,000.00	280,000.00	283,875.20	283,875.20
GO	DOUGLAS CNTY SAN IMPT DIST 427					100.000	11/15/2017	280,000.00	100.00%	280,000.00	1,596.00	285,471.20
D02/02												
MUNI	25930HAU8	2.400	185142850-1	NE		Contin	3/15/2022	75,000.00	75,000.00	75,000.00	75,042.00	75,042.00
GO	DOUGLAS CNTY NE SAN & IMPT DIS					100.000	3/15/2015	75,000.00	100.00%	75,000.00	680.00	75,722.00
D02/02												
MUNI	25930PCG9	2.900	185142854-1	NE		Contin	11/15/2028	80,000.00	80,000.00	80,000.00	80,891.20	80,891.20
GO	DOUGLAS CNTY NE SAN & IMPT					100.000	11/15/2016	80,000.00	100.00%	80,000.00	489.78	81,380.98
D02/02												
MUNI	25930VCD3	2.550	185142857-1	NE		Contin	2/15/2024	50,000.00	50,000.00	50,000.00	50,451.50	50,451.50
GO	DOUGLAS CNTY NE SAN & IMPT					100.000	3/1/2016	50,000.00	100.00%	50,000.00	587.92	51,039.42
D02/02												
MUNI	25931FCG1	3.000	185142860-1	NE		Contin	9/15/2031	240,000.00	240,000.00	240,000.00	241,785.60	241,785.60
GO	DOUGLAS CNTY NE SAN & IMPT					100.000	9/15/2016	240,000.00	100.00%	240,000.00	2,720.00	244,505.60
D02/02												
MUNI	25931KAV8	2.600	185142861-1	NE		Contin	5/15/2023	100,000.00	100,000.00	100,000.00	100,236.00	100,236.00
GO	DOUGLAS CNTY NE SAN & IMPT					100.000	5/15/2015	100,000.00	100.00%	100,000.00	548.89	100,784.89
D02/02												
MUNI	25931LCN2	2.700	185142862-1	NE		Contin	11/15/2028	170,000.00	170,000.00	170,000.00	171,480.70	171,480.70
GO	DOUGLAS CNTY NE SAN & IMPT					100.000	11/15/2016	170,000.00	100.00%	170,000.00	969.00	172,449.70
D02/02												
MUNI	25931MBX9	3.100	185142863-1	NE		Contin	10/15/2029	140,000.00	140,000.00	140,000.00	141,268.40	141,268.40
GO	DOUGLAS CNTY NE SAN & IMPT					100.000	7/15/2016	140,000.00	100.00%	140,000.00	1,277.89	142,546.29
D02/02												
MUNI	25931QBD4	3.200	185142864-1	NE		Contin	11/1/2026	100,000.00	100,000.00	100,000.00	101,106.00	101,106.00
GO	DOUGLAS CNTY NE SAN & IMPT					100.000	12/1/2015	100,000.00	100.00%	100,000.00	800.00	101,906.00
D02/02												
MUNI	25931VBA9	3.050	185142865-1	NE		Contin	11/15/2029	135,000.00	135,000.00	135,000.00	136,107.00	136,107.00
GO	DOUGLAS CNTY NE SA & IMPT DIST					100.000	5/15/2016	135,000.00	100.00%	135,000.00	869.25	136,976.25
D02/02												
MUNI	25931VBN1	3.500	185142866-1	NE		Contin	8/15/2032	50,000.00	50,000.00	50,000.00	50,977.00	50,977.00
GO	DOUGLAS CNTY NE SAN & IMPT					100.000	7/15/2017	50,000.00	100.00%	50,000.00	806.94	51,783.94
D02/02												

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										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MUNI GO D02/02	25933BCU6 DOUGLAS CNTY NE SAN & IMPT		3.600	NE	185142873-1	Contn 7/15/2020 100.000	7/15/2027 7/15/2015 AFS	100,000.00 100,000.00	100.000%	100,000.00 100,000.00	100,673.00 160.00	100,673.00 100,833.00
MUNI GO D02/02	25934ACJ2 DOUGLAS CNTY NE SAN & IMPT		3.100	NE	185142882-1	Contn 7/15/2021 100.000	12/15/2030 7/15/2016 AFS	120,000.00 120,000.00	120.000%	120,000.00 120,000.00	120,891.60 475.33	120,891.60 121,366.93
MUNI GO D02/02	25934QDB3 DOUGLAS CNTY NE SAN & IMPT		2.000	NE	185142887-1	Contn 2/1/2020 100.000	10/1/2021 10/1/2016 AFS	80,000.00 80,000.00	80.000%	80,000.00 80,000.00	80,048.00 533.33	80,048.00 80,581.33
MUNI REV D02/02	287742LU2 ELKHORN NE RURAL PUBLIC PWR		2.650	NE	185143485-1	Contn 2/1/2020 100.000	6/1/2025 6/27/2013 AFS	200,000.00 200,000.00	200.000%	200,000.00 198,029.20	200,302.00 883.33	200,302.00 201,185.33
MUNI GO D02/02	406028FB1 HALL CNTY NE ARPT AUTH		3.200	NE	185176895-1	Contn 6/5/2020 100.000	7/15/2030 6/5/2015 AFS	85,000.00 85,000.00	85.000%	85,000.00 85,000.00	85,417.35 120.89	85,417.35 85,538.24
MUNI GO D02/02	406036HN6 HALL CNTY NE SCD #2 GRAND IS		2.400	NE	185176896-1	Contn 2/1/2020 100.000	12/15/2024 2/9/2015 AFS	100,000.00 100,000.00	100.000%	100,000.00 100,000.00	100,106.00 306.67	100,106.00 100,412.67
MUNI GO D02/02	473260DB0 JEFFERSON CNTY NE		2.550	NE	185178494-1	Contn 6/5/2020 100.000	12/15/2025 6/5/2015 AFS	80,000.00 80,000.00	80.000%	80,000.00 80,000.00	80,400.80 260.67	80,400.80 80,661.47
MUNI GO D02/02	487571FT3 KEITH CNTY NE SCD #1		2.950	NE	185178859-1	Contn 12/28/2020 100.000	12/15/2027 12/28/2015 AFS	100,000.00 100,000.00	100.000%	100,000.00 100,000.00	101,282.00 376.94	101,282.00 101,658.94
MUNI GO D02/02	50531BQS7 LA VISTA NE		2.650	NE	185179244-1	Contn 2/1/2020 100.000	11/15/2024 12/31/2014 AFS	115,000.00 115,000.00	115.000%	115,000.00 115,000.00	115,132.25 643.36	115,132.25 115,775.61
MUNI REV D02/02	57973FDD8 MCCOOK NE PUBLIC PWR DIST		3.150	NE	185181069-1	Contn 8/9/2022 100.000	12/15/2030 8/9/2017 AFS	100,000.00 100,000.00	100.000%	100,000.00 100,000.00	102,644.00 402.50	102,644.00 103,046.50
MUNI GO D02/02	68905FFE4 OTOE CNTY NE SCH DIST #111		2.500	NE	185184481-1	Contn 2/1/2020 100.000	11/15/2023 2/15/2013 AFS	100,000.00 100,000.00	100.000%	100,000.00 100,000.00	100,138.00 527.78	100,138.00 100,665.78

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SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Market Value Collateral Value
										Par Value Book Value	Carrying Value Interest Rec	
MUNI GO	757045DV8 RED WILLOW CNTY NE		2.650	NE	185185975-1	Contin 2/1/2020 100.000	12/15/2025 6/20/2013 AFS	100,000.00 100,000.00	100.000%	100,000.00 100,000.00	100,102.00 338.61	100,102.00 100,440.61
MUNI GO	80374BCJ2 SARPY CNTYH NE SAN & IMPT		3.650	NE	185187202-1	Contin 2/1/2020 100.000	10/15/2026 8/15/2014 AFS	115,000.00 115,000.00	115.000%	115,000.00 115,000.00	115,155.25 1,235.93	115,155.25 116,391.18
MUNI GO	803760EJ2 SARPY CNTY NE SAN & IMPT DIST		3.650	NE	185187204-1	Contin 12/15/2020 100.000	12/15/2029 12/15/2015 AFS	100,000.00 100,000.00	100.000%	100,000.00 100,000.00	101,248.00 466.39	101,248.00 101,714.39
MUNI GO	803766BG8 SARPY CNTY NE SAN & IMPT		2.850	NE	185187208-1	Contin 7/1/2020 100.000	5/15/2022 7/1/2015 AFS	90,000.00 90,000.00	90.000%	90,000.00 90,000.00	90,474.30 541.50	90,474.30 91,015.80
MUNI GO	80376DCN7 SARPY CNTY NE SAN & IMPT DIST		3.250	NE	185187210-1	Contin 2/1/2020 100.000	10/15/2023 10/15/2012 AFS	200,000.00 200,000.00	200.000%	200,000.00 200,000.00	200,336.00 1,913.89	200,336.00 202,249.89
MUNI GO	80376ECZ8 SARPY CNTY NE SAN & IMPT DIST		3.750	NE	185187211-1	Contin 2/15/2022 100.000	8/15/2029 2/15/2017 AFS	90,000.00 90,000.00	90.000%	90,000.00 90,000.00	92,490.30 1,556.25	92,490.30 94,046.55
MUNI GO	80376UBK6 SARPY CNTY NE SAN & IMPT DIST		2.700	NE	185187214-1	Contin 7/15/2022 100.000	8/15/2026 7/15/2017 AFS	50,000.00 50,000.00	50.000%	50,000.00 50,000.00	50,733.00 622.50	50,733.00 51,355.50
MUNI GO	80377TBE2 SARPY CNTY NE SAN & IMPT DIST		2.800	NE	185187220-1	Contin 11/15/2021 100.000	11/15/2028 11/15/2016 AFS	85,000.00 85,000.00	85.000%	85,000.00 85,000.00	85,884.85 502.44	85,884.85 86,387.29
MUNI GO	80377TBF9 SARPY CNTY NE SAN & IMPT DIST		2.900	NE	185187221-1	Contin 11/15/2021 100.000	11/15/2029 11/15/2016 AFS	85,000.00 85,000.00	85.000%	85,000.00 85,000.00	86,105.85 520.39	86,105.85 86,626.24
MUNI GO	80378CBS7 SARPY CNTY NE SAN & IMPT DIST		3.500	NE	185187225-1	Contin 2/1/2020 100.000	9/1/2026 9/1/2014 AFS	150,000.00 150,000.00	150.000%	150,000.00 150,000.00	150,177.00 2,187.50	150,177.00 152,364.50
MUNI GO	80378TEW8 SARPY CNTY NE SAN & IMPT DIST		3.850	NE	185187230-1	Contin 4/15/2023 100.000	10/15/2033 4/15/2018 AFS	85,000.00 85,000.00	85.000%	85,000.00 85,000.00	87,652.85 963.57	87,652.85 88,616.42

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										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MUNI REV D02/02	818483FG9 SEWARD NE ELEC REV		2.450	NE	185187557-1	Contin 6/15/2021 100.000	2/15/2028 6/15/2016 AFS	150,000.00 150,000.00	150,000.00 100.00%	151,336.50 1,694.58	151,336.50 153,031.08	
MUNI REV D02/02	818484DG9 SEWARD NE SANTN SWR SYS		2.300	NE	185187560-1	Contin 8/12/2021 100.000	9/15/2029 8/12/2016 AFS	130,000.00 130,000.00	130,000.00 100.00%	130,845.00 1,129.56	130,845.00 131,974.56	
MUNI REV D02/02	818488FC7 SEWARD NE WTR SYS REVENUE		2.850	NE	185187561-1	Contin 2/1/2020 100.000	9/1/2027 3/22/2013 AFS	90,000.00 90,000.00	90,000.00 100.00%	90,059.40 1,068.75	90,059.40 91,128.15	
MUNI REV D02/02	854746DB7 STANTON CNTY NE PUB PWR DIST		2.750	NE	185195279-1	Contin 2/1/2020 100.000	8/1/2026 3/29/2012 AFS	140,000.00 140,000.00	140,000.00 100.00%	140,275.80 1,925.00	140,275.80 142,200.80	
MUNI REV D02/02	854746DX9 STANTON CNTY NE PUB PWR DIST		2.550	NE	185195280-1	Contin 3/2/2021 100.000	8/1/2028 3/2/2016 AFS	155,000.00 155,000.00	155,000.00 100.00%	156,300.45 1,976.25	156,300.45 158,276.70	
MUNI GO D02/02	886098BP6 THURSTON CNTY NE SCD #17		3.000	NE	185196149-1	Contin 2/1/2020 100.000	6/15/2020 1/24/2012 AFS	235,000.00 235,000.00	235,000.00 100.00%	235,397.15 900.83	235,397.15 236,297.98	
MUNI GO D02/02	919558KF2 VLY CNTY NE		2.900	NE	185197361-1	Contin 2/1/2020 100.000	12/15/2025 5/28/2014 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,273.00 555.83	150,273.00 150,828.83	
MUNI REV D02/02	930583CT4 WAHOO NE UTILITY REVENUE		3.000	NE	185197748-1	Contin 2/1/2020 100.000	6/15/2027 3/12/2013 AFS	135,000.00 135,000.00	135,000.00 100.00%	135,167.40 517.50	135,167.40 135,684.90	
MUNI REV D02/02	93811PBV9 WASHINGTON CNTY NE PUB SAFETY		2.500	NE	185197916-1	Contin 5/15/2020 100.000	12/1/2025 5/14/2015 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,529.50 625.00	150,529.50 151,154.50	
MUNI REV D02/02	943781BN3 WAVERLY NE COMB UTIL REV		3.100	NE	185198094-1	Contin 1/20/2021 100.000	6/15/2029 1/20/2016 AFS	100,000.00 100,000.00	100,000.00 100.00%	101,034.00 396.11	101,034.00 101,430.11	
TAX TAXREV D02/02	68189TBA3 OMAHA NEB SPL OBLIG AA+	Aa3	6.400	NE	185184294-1		2/1/2026 3/25/2008 AFS	80,000.00 80,000.00	80,000.00 100.00%	89,556.80 2,560.00	89,556.80 92,116.80	

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

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Par Value	Carrying Value	Market Value
TAX	81847EMD5	2.750		NE	185187550-1	Contin	10/1/2022	140,000.00	140,000.00	140,000.00	139,613.60	139,613.60
TAXGO	SEWARD NE					5/2/2021	5/2/2016	140,000.00	140,000.00	140,000.00	1,283.33	140,896.93
D02/02						100.000	AFS		100.00%			
CITY OF SEWARD								47,017,000.00		9,241,425.42	9,356,878.31	9,356,878.31
										9,292,064.18	56,252.68	9,415,130.99

CASH IN BANK \$8,839,899.89

SEWARD POLICE DEPARTMENT
JANUARY 2020 MONTHLY REPORT

ARRESTS	19
CITATIONS	14
PARKING TICKETS	28
WARNINGS	80

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

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

CURRENT YEAR:

January

2020

LAST YEAR:

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 1,998.90	\$ 210,615.97
REMODEL/ADDIT.	9	\$ 4,597.84	\$ 2,427,400.00
ACCESSORY	6	\$ 733.75	\$ 17,626.64
RELOCATE	0		
ELECTRIC			
PLUMBING	4	\$ 390.00	
MECHANICAL	5	\$ 350.00	
SEWER TAP	0		
WATER TAP	0		
TEMP. ELEC.	0		
ELECTRIC SER.	0		
TOTALS	25	\$ 8,070.49	\$ 2,655,642.61

Permits	Quantity
NEW CONST.	2
REMODEL/ADDIT.	8
ACCESSORY	5
RELOCATE	2
ELECTRIC	5
PLUMBING	14
MECHANICAL	13
SEWER TAP	2
WATER TAP	2
TEMP. ELEC.	2
ELECTRIC SER.	2
TOTALS	57

YEAR TO DATE

January to

December

2020

YEAR TO DATE

January to

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 1,998.90	\$ 210,615.97
REMODEL/ADDIT.	9	\$ 4,597.84	\$ 2,427,400.00
ACCESSORY	6	\$ 733.75	\$ 17,626.64
RELOCATE	0	\$ -	\$ -
ELECTRIC	0	\$ -	\$ -
PLUMBING	4	\$ 390.00	\$ -
MECHANICAL	5	\$ 350.00	\$ -
SEWER TAP	0	\$ -	\$ -
WATER TAP	0	\$ -	\$ -
TEMP. ELEC.	0	\$ -	\$ -
ELECTRIC SER.	0	\$ -	\$ -
TOTALS	25	\$ 8,070.49	\$ 2,655,642.61

Permits	Quantity
NEW CONST.	2
REMODEL/ADDIT.	8
ACCESSORY	5
RELOCATE	2
ELECTRIC	5
PLUMBING	14
MECHANICAL	13
SEWER TAP	2
WATER TAP	2
TEMP. ELEC.	2
ELECTRIC SER.	2
TOTALS	57

January

2019

Permit Fee	Valuation
\$ 1,541.60	\$560,075.02
\$ 893.25	\$207,705.00
\$ 1,242.50	\$ 33,788.00
\$ 50.00	\$ 6,260.00
\$ 195.00	\$ -
\$ 760.00	\$ -
\$ 1,150.00	\$ -
\$ 500.00	\$ -
\$ 1,762.00	\$ -
\$ 100.00	\$ -
\$ 400.00	\$ -
\$ 8,594.35	\$807,828.02

December

2019

Permit Fee	Valuation
\$ 1,541.60	\$560,075.02
\$ 893.25	\$207,705.00
\$ 1,242.50	\$ 33,788.00
\$ 50.00	\$ 6,260.00
\$ 195.00	\$ -
\$ 760.00	\$ -
\$ 1,150.00	\$ -
\$ 500.00	\$ -
\$ 1,762.00	\$ -
\$ 100.00	\$ -
\$ 400.00	\$ -
\$ 8,594.35	\$807,828.02

**2020 Asphalt Overlay Improvements - BID TAB
Seward, Nebraska**

CONTRACTOR				PAVERS INC. WAVERLY, NE	
	ITEM	UNIT	QTY.	Unit Price	Extension
GROUP I - SEWARD CEMETARY					
1	Build 4" Asphalt Paving	TON	200	\$ 104.00	\$ 20,800.00
2	Wedge Mill Existing Asphalt	SY	36	\$ 19.00	\$ 684.00
					\$ 21,484.00
GROUP II - COLUMBIA AVE. ASPHALT OVERLAY					
1	Build 2" Asphalt Overlay	Tons	538	\$ 85.20	\$ 45,837.60
2	Build 8" PCC Paving	SY	350	\$ 86.00	\$ 30,100.00
3	9" Subgrade Preparation	SY	350	\$ 4.40	\$ 1,540.00
4	Build 5" Sidewalk	SF	1,175	\$ 7.92	\$ 9,306.00
5	Install Detectable Warning Panel	SF	144	\$ 32.00	\$ 4,608.00
6	Build 8" Curb & Gutter	LF	258	\$ 37.00	\$ 9,546.00
7	Tack Coat	Gal	695	\$ 2.40	\$ 1,668.00
8	Mill Existing Asphalt (2")	SY	4,635	\$ 2.42	\$ 11,216.70
9	Adjust Manhole to Grade	EA	5	\$ 525.00	\$ 2,625.00
10	Adjust Valve to Grade	EA	5	\$ 430.00	\$ 2,150.00
11	Remove Pavement	SY	350	\$ 11.40	\$ 3,990.00
12	Remove Curb & Gutter	LF	258	\$ 4.30	\$ 1,109.40
13	Remove Sidewalk	SF	1,225	\$ 1.44	\$ 1,764.00
14	Irrigation Repair	LS	1	\$ 750.00	\$ 750.00
15	Seeding & Mulching	LS	1	\$ 3,200.00	\$ 3,200.00
16	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00
17	Mobilization	LS	1		\$ -
					\$ 139,410.70
TOTAL BASE BID (GROUP I + II)					\$ 160,894.70

RESOLUTION NO. 2020-

TO ADOPT AN ECONOMIC DEVELOPMENT PLAN, HERETO ATTACHED AND MADE A PART OF THIS RESOLUTION, TO USE PROGRAM INCOME FROM COMMUNITY DEVELOPMENT BLOCK GRANTS AND TO PROVIDE FOR ADMINISTRATION OF THE PLAN.

WHEREAS, the **CITY OF SEWARD, NEBRASKA** has received a Community Development Block Grant for Economic Development; and,

WHEREAS, the Grant funds for Economic Development are used to make loans to private businesses which result in repayments to the City; and,

WHEREAS, in order to allow the City to use these repayments for additional Economic Development Projects, a plan must be adopted that establishes policies and procedures for consideration and approval of new Economic Development Projects; and,

WHEREAS, an updated Economic Development Plan has been prepared which meets the requirements for use of Community Development block Grant Program income.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seward, Nebraska, hereby adopts the **ECONOMIC DEVELOPMENT PLAN** hereto attached and made part of this resolution, for the use of program income from Community Development Block Grants.

Passed and adopted this _____ day of _____, 2020.

CITY OF SEWARD, NEBRASKA

Mayor Joshua Eickmeier

ATTEST:

Assistant Administrator/
Clerk-Treasurer/
Budget & HR Director

(SEAL)

**NOTICE OF PUBLIC HEARING AND
NOTICE OF INTENT TO USE CDBG-ECONOMIC DEVELOPMENT PROGRAM INCOME
REUSE LOAN FINANCING IN SEWARD, NEBRASKA**

NOTICE IS HEREBY GIVEN that on Tuesday, February 18, 2020, at 7:00 P.M., in the Municipal Building, 142 N 7th Street, Seward, Nebraska, the City Council will hold a **Public Hearing** concerning the use of \$127,000 of Community Development Block Grant – Economic Development Program Income Reuse Loan Fund (CDBG-EDLF) funding for financing under the approved Economic Development Plan for the City of Seward, Nebraska for use of Program Income of a Prior Community Development Block Grant for Economic Development.

If approved by the City Council of Seward, Nebraska, the funds will be provided to “Bottle Rocket Brewing, LLC” dba Bottle Rocket Brewing Company, as a “Reuse Loan” to assist in providing working capital for the initial expansion start-up costs for the business located at 230 S 5th Street. All of the CDBG EDLF “Reuse Loan” funds will be used for activities that will meet the CDBG national objective of benefiting low-to-moderate income persons.

For the City of Seward CDBG EDLF “Reuse Loan” the business will be required to create 3.63 full time equivalent (FTE) job positions as a result of this performance based financing. The CDBG EDLF funded activities are unlikely to result in the residential displacement of people, and should such displacement occur it will be minimized and resolved pursuant to the City of Seward’s anti-displacement and relocation plans.

All interested persons are invited to attend the public hearing at which time you will have an opportunity to be heard regarding the proposed use of Community Development Block Grant – Economic Development Loan Fund (CDBG-EDLF) funds. Documentation concerning the project proposal for consideration and recommendation from the Seward CDBG EDRLF Application Review Committee will be available for review during regular working hours at the Seward Clerk’s office. Written and oral testimony will also be accepted at the public hearing. Written comments may be addressed to the City Clerk, City Hall, 537 Main Street, Seward, NE, 68434 and will also be accepted by mail if postmarked on or before Friday, February 14, 2020.

Individuals requiring physical or sensory accommodations, including interpreter service, braille, large print or recorded materials, please contact: Bonnie Otte, City Clerk, City Hall, 537 Main Street, Seward, NE, 68434, (402) 643-2927, no later than 12:00 noon, on Friday, February 14, 2020. Accommodations will be made for persons with disabilities and non-English speaking individuals provided that one business days’ notice is received by the City of Seward.

JANUARY 2020 STATS BY TYPE

911 ABANDONED	3	FORGERY/COUNTERFEITIN	1
911 MIS-DIAL	1	FOUND BICYCLE	1
911 OPEN LINE	2	FRAUD	2
ABANDONED VEHICLE	1	FRAUD INTERNET	1
ABUSE/NEGLECT ADULT	4	FRAUD OTHER	2
ABUSE/NEGLECT CHILD	5	FUNERAL ESCORT	10
ACCIDENT HIT & RUN	2	GUN PERMIT	13
ACCIDENT PARKING	1	HARASSMENT	1
ACCIDENT PROPERTY	2	INFORMATION	2
ACCIDENT W/O	10	JUVENILE WELFARE	1
ACCIDENT WITH	1	JUVENILE/UNCONTROLLAB	5
ALARM MONITORING	2	JUVENILE-OTHER	3
ANIMAL AT LARGE	10	LIQUOR MIP	1
ANIMAL BARKING DOG	1	MENTAL EPC	1
ANIMAL FOUND	4	MISSING PERSON JUVENILE	2
ANIMAL LIVE TRAP	1	MOTORIST ASSIST	7
ANIMAL LOST	1	ORDINANCE VIOLATION	3
ANIMAL OTHER	4	OTHER CALL TYPE	6
ARREST DUI	4	PAPER SERVICE	1
ARREST DUS	1	PROPERTY DAMAGE	3
ARREST OTHER	3	PROPERTY FOUND	1
ARREST WARRANT	1	PROPERTY LOST	2
ASSIST AGENCY	15	PUBLIC NUISANCE	1
BURGLARY/RESIDENCE	1	PUBLIC PEACE	2
CITIZEN COMPLAINT	4	PUBLIC SERVICE	1
CIVIL CHILD CUSTODY	2	RESCUE	1
CIVIL KEEP PEACE	1	SALES	1
CIVIL OTHER	1	SEXUAL ASSAULT	1
CIVIL PROPERTY	1	SOLICITING SALES	1
CORONER CALL	5	SUSPICIOUS	7
DISREGARD	4	THEFT FAIL TO PAY	5
DISTURBANCE	3	THEFT-OTHER	1
DISTURBANCE DOMESTIC	2	TOWED VEHICLE	3
DOG BITE	2	TRAF HAZARD DEBRIS	1
DRIVE UNDER SUSPENSION	1	TRAFFIC - DUS	1
DRUG VIOLATION	2	TRAFFIC CONTROL	2
EXTORTION	1	TRAFFIC HAZARD	2
EXTRA PATROL	3	TRAFFIC RECKLESS DRIVING	10
FIELD CONTACT	8	TRAFFIC STOP	2
FIRE NO BURN PERMIT	1	TRAFFIC-OTHER	4
FIX IT TICKET	4	TRAFFIC-PARKING	48
		WELFARE CHECK	15

TOTAL

303

RESOLUTION NO. 2020 -

SIGNING OF CONSTRUCTION ENGINEERING AGREEMENT-BK2005

Whereas: City of Seward is developing a transportation project for which it intends to obtain Federal Funds;

Whereas: City of Seward as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project;

Whereas: City of Seward and JEO Consulting Group, wish to enter into a Professional Services Agreement to provide construction engineering services for the Federal-aid project.

Be it Resolved: by the City Council of the City of Seward that:

Joshua Eickmeier, Mayor of the City of Seward City Council, is hereby authorized to sign the attached construction engineering services agreement between City of Seward, Nebraska and JEO Consulting Group

NDOT Project Number: URB-6763(1)

NDOT Control Number: 13161

NDOT Project Description: Seward Karol Kay Blvd., Bader-Hillcrest

Adopted this _____ day of _____, 2020 at Seward, Nebraska.

CITY OF SEWARD

(Mayor)

ATTEST:

(City Clerk)

CITY OF SEWARD, NEBRASKA
ECONOMIC DEVELOPMENT PLAN
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM INCOME
(As revised and approved on June 19, 2007)

GOALS & OBJECTIVES

The goal of this plan is to provide economic development and job creation in the City of Seward.

The local objectives shall be met as follows:

- a) Provide financing for start-up of new or expansion of existing business/industry that is unable to obtain conventional financing at like rates and terms.
- b) Creation and retention of jobs mainly for low and moderate income persons.
- c) Diversify the local economy by assisting new business & industry not already present.
- d) Assist in the redevelopment of vacant &/or blighted buildings and land.
- e) Provide needed public infrastructure improvements needed to retain existing &/or attract new business & industry.
- f) To improve substandard public infrastructure in redevelopment areas to help eliminate slum and blighted conditions.
- g) Help business & industry with job training costs.

The priorities of the plan shall be:

- A. Industrial Job Creation & Job Retention
- B. Back office/ Service Operations targeting job creation and job retention
- C. Retail Business

- D. Public Works Infrastructure to support Industrial, Service, Commercial, and Retail expansion and retention opportunities

PURPOSE

The purpose of this plan is to establish policies, program application forms, application approval procedures and administrative support for the proper dispensations, in accordance with federal and state requirements, of program income (herein defined as the repayments of prior and subsequent economic development loans, including interest and income resulting from the investment of repayments or other recaptured amounts related from such grants or loans) from a previously funded **Community Development Block Grant, Economic Development Category**, as administered by the State of Nebraska, Department of Economic Development.

PROGRAM INTENT

The City of Seward, under the direction of the City Council (upon the approval of this plan or as it is amended from time to time) will consider applications for direct use of funds or loans that create or retain jobs which will benefit lower income persons (51% of the jobs created or retained must be held by, or be available to, LMI persons*), expand economic opportunities and contribute directly to the economic development of Seward. *Note: LMI is an acronym for low-to-moderate income and is defined as persons/families whose Gross Annual Income is less than 80% of the Median Household Income by family size and county of residence as determined by the Department of Housing and Urban Development (HUD).

ELIGIBLE ACTIVITIES AND AREA OF OPERATION

The City shall consider applications for eligible activities located, or to be located, in the City Limits or within the City's extraterritorial zoning jurisdiction (as they exist at the time of application).

Eligible activities, for which loan funds may be used, shall be limited to:

A. Business Development Financing

- 1) Purchase of land and buildings.
- 2) Construction, reconstruction or renovation of real property.
- 3) Equipment purchase, both new and used.
- 4) Equity loan to purchase or establish a business.
- 5) Working capital.
- 6) Interim financing for eligible activities.
- 7) Job Training costs

B. Administration

- 1) General Administration of the Program, to include, but not be limited to:
administrative assistance to the Application Review Board and administration for
project development and lending.

C. Public Works/Infrastructure and Economic Development Incentives

- 1) Development of grant or deferred loan projects to assist the City in public
works/infrastructure activities approved for economic development projects,
including but not limited to; streets/roads, public parking, water storage and
distribution systems, storm sewer, sanitary sewer systems, sidewalks, elimination of
architectural barriers for accessibility to public and private buildings.

TYPES AND AMOUNTS OF ASSISTANCE

Types of Assistance may include: direct loans, deferred loans, interest buy-down, loan guarantees, grants for public infrastructure improvements and grants for job training.

Assistance shall only be provided when other sources of funds under like terms are not elsewhere available. Also, funds will be provided in the least amount necessary, when used in combination with other sources and in accordance with the other restrictions contained in this plan, to make the project feasible.

The amount of assistance for any single application shall not exceed the amount of funds available or expected to be available to the City at the time of approval of the application. The City shall make available information as to the amount of funds that are or will be available for approved applications.

For direct loans, no application shall be for more than 50 percent of the cost of fixed assets to be purchased and/or such working capital, including interim financing, as may be required by the project. An applicant must provide participation (private equity) and evidence of ability to participate. The minimum participation amount shall be equal to 10 percent of the project cost for projects including expansion of an existing business (existing at least three years) or 20 percent of the project cost for a start-up business (to be created or existing less than three years).

The application shall state the proposed terms of the loan. However, the City will reserve the right to negotiate the amount, the interest rate, term and other conditions of the loan with the applicant. The term shall not exceed 10 years for loans including fixed assets or 7 years for applications for working capital only.

All applicants of approved projects shall provide adequate assurances that the project will be started and completed. Security for loans will include, **but will not be limited to**, promissory notes, mortgage or deed of trust, and personal guarantees, as appropriate.

APPLICATION PROCESS AND FORMS

The City shall provide all forms, and by reference are made a part of this plan, which are required to make application for the funds under this plan. No application shall be accepted by the City that is determined to be incomplete or that is not signed by the applicant. An application shall not be considered complete if any of the required attachments are missing or incomplete. Incomplete applications will be returned to the applicant without further consideration with an explanation of the deficiencies. An application may be resubmitted, and considered as a new application, after addressing the deficiencies of the first application. All applications for funds shall be filed with the City Clerk, in person or by mail. Applications will be initially considered in the order in which they are received. Due to the incompleteness, need for negotiation and other factors related to any application, applications filed later may be recommended and approved. Applications will not be required to be given approval or rejection in the order in which they are filed.

Nothing herein shall be interpreted to require that the City grant approval to any project and the City of Seward reserves the sole right to reject any and all applications considered not to be in the best interests of the health and welfare of Seward.

All applications will be submitted to an **Application Review Board**, which shall consist of the following; 1) the four current members of the Executive Board of Seward **Area Development, Incorporated**, 2) two residents of the City who shall be appointed by the Mayor and serve for terms of 3 years each; provided that such appointees shall be appointed in such fashion that their terms shall be staggered, and 3) two members of the City Council, appointed by the Mayor. Appointees shall serve at the pleasure of the City Council and may be reappointed to additional terms.

The City Clerk shall provide a copy of each application filed to each member of the Application Review Board within five business days from the filing of the application. The Application Review Board shall be responsible for advising the City Council on all aspects of this program. The Application Review Board shall select a chairperson from its membership and record minutes of its meetings. The Board shall determine the frequency of its meetings, guided by the nature and extent of filed applications, and shall maintain such files and records as necessary to carry out its purpose. Reasonable costs associated with the Application Review Board administrative duties shall be drawn from the Revolving Loan proceeds or as otherwise determined by the City Council.

The Application Review Board may meet with the applicant, request and accept additional information, request and accept recommendations, consider and make recommendations for changes to the original application, determine that the activities are eligible as required in this plan and by other federal and state requirements, and undertake other actions necessary and prudent to make its recommendation to the City Council. If the Application Review Board finds that the application is complete and meets the requirements of this plan, with or without amendments acceptable to the applicant, then the Board shall make its recommendation to the City Council for final consideration.

If the Board finds that the application is not complete, does not meet the requirements of this plan or cannot favorably recommend the application as submitted, the Board shall inform the applicant of the reasons the application is not being recommended for approval.

In the event there is more than one application for more funds than are currently available, the Application Review Board shall recommend the proposal or proposals that provide the greater

benefit to lower income persons. Such evaluation may be by the number of jobs created or retained or other criteria as appropriate based on the activities proposed in the several applications.

In its review of pending applications, the Application Review Board shall act as expeditiously as feasible to make its recommendations to accept, reject, or to table applications due to deficiencies.

Persons appointed and serving on the Application Review Board shall serve without compensation, and shall be held harmless for any and all actions in carrying out their responsibilities and goodwill.

Also, any project which proposes participation with another Community Development Block Grant program under the Economic Development category as administered by the State of Nebraska shall be given priority over all other applications and any unobligated funds shall be obligated to such state approved projects.

After a Public Hearing concerning the use of Program Income funds, the City Council shall make the final decision to approve or reject the application. Approval shall be made by resolution. The resolution shall authorize the Mayor to enter into an agreement with applicant under the terms of the approved application. Such agreement shall include the approximate start and completion dates of the project and include remedies for non-performance.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS

The applicant shall be required to sign a Certification of Assurances, a sample of which is attached as Attachment A, to comply with the requirements of this plan, and (as applicable) shall comply with:

- A. The Civil Rights Act of 1964 (PL 88-352) and Title VIII of the Civil Rights Act of

- 1968 (PL 90-284);
- B. Housing and Community Development Act of 1974, as amended;
- C. Age Discrimination Act of 1975;
- D. Section 504 of the Rehabilitation Act of 1973;
- E. Davis Bacon Act, as amended, where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended;
- F. Fair Labor Standards Act of 1938, as amended.
- G. Preservation of Historical and Archaeological Data Act of 1974 (PL 93-291);
- H. National Historic Preservation Act of 1966, Section 106 (PL 89-665);
- I. National Environmental Policy Act of 1969;
- J. Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970,
Title II and Title III;
- K. Nebraska Community Development Law, Section 18-2101 to 18-2144, Revised Statutes of Nebraska, 1943.

The City and the administrator of the program shall comply with the following requirements (as applicable):

- a) U.S. Office of Management and Budget Circular A-87, "Cost Principles for State and Local Governments";
- b) U.S. Office of Management and Budget Circular A-102, "Uniform Administrative Requirements for Grants-in-Aid to States and Local Governments";
- c) Acquisition of Property for Publicly Financed Projects, Sections 76-1201 to 76-1213, Nebraska Statutes Revised, 1943, as amended;
- d) Community Development Law, Sections 18-2101 to 18-2144, Nebraska Statutes Revised, 1943, as amended;

- e) Public Meetings Law, Sections 18-1401 to 18-1407, Nebraska Statutes Revised, 1943, as amended;
- f) The Hatch Act of 1938, as amended.
- g) Certification of Confidentiality (Attachment B).

It is expressly understood that all applicable local, state, and federal laws, rules, regulations and any other requirements applicable to this Economic Development Plan and Economic Development Loan Funds are hereby incorporated by reference and hereinafter apply to all applicable parties to the extent provided by law.

PROGRAM FUND AND REPAYMENTS

A fund to be known as the **ECONOMIC DEVELOPMENT LOAN FUND** is created as part of this plan. Such fund shall be held separate from all other City funds. The City shall deposit all repayments from loans approved prior to and after the adoption of this plan and other program income into this fund. This separate account may or may not provide interest. The City may also invest funds from the fund in secured instruments, as provided by law that can be readily converted and be readily used for approved applications.

PROGRAM ADMINISTRATION

This **Economic Development Plan** shall be administered under the direction of the Application Review Board. A **Program Administrator**, authorized by the City of Seward, may assist the Application Review Board in carrying out programs under this plan. The Program Administrator shall be responsible to the Application Review Board for the activities outlined in this plan and/or identified specifically by contract or agreement. Services for the administration/monitoring of approved projects shall be approved by the City Council, as needed.

PLAN AMENDMENTS

The City Council may consider amendments to this plan at any time. Provided that prior to making any changes to this plan, the Application Review Board, the administrator and any other persons as may be designated by the Mayor and/or the City Council shall consider any proposed changes and make a recommendation to the City Council for their consideration. The City Council shall hold at least one public hearing on all proposed changes to this plan prior to their adoption. All changes shall be adopted by resolution of the City Council.

ATTACHMENTS

- A: Application form
- B. Certification of Assurances

(Last revised: 06/19/2007)