

# **AGENDA**

## **SEWARD CITY COUNCIL MEETING**

### **Tuesday, April 19, 2016 @ 7:00 PM**

**NOTICE IS HEREBY GIVEN** that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, April 19, 2016, in the Municipal Building Council Chambers, 142 North 7th Street, Seward, Nebraska, 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 3:30p.m. on the Friday preceding the Council Meeting.

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

## **AGENDA ITEMS**

**CALL TO ORDER** – Mayor Eickmeier

**PLEDGE OF ALLEGIANCE-MOMENT OF SILENCE** - Mayor Eickmeier

**DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS** - Mayor Eickmeier

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** - Mayor Eickmeier

**1. CONSIDERATION OF APPROVAL OF DRAFT MINUTES OF APRIL 5, 2016 - Bonnie Otte**

**2. CONSIDERATION OF CONSENT AGENDA**

- A. Claims & Payables Reports
- B. City Clerk-Treasurer Report
- C. City Codes Director Report
- D. Police Department Report
- E. Infrastructure Cost Items Reimbursable Back to the City

**3. PUBLIC HEARING - 7:00 -P.M. - TAX INCREMENT FINANCING APPLICATION - BUGEATERS/RICHARD GOKIE - Katie Kock, Cline Williams Wright, Johnson & Oldfather, L.L.P.**

- A. Presentation and Review of TIF Application
  - B. Presentation and Review of Cost-Benefit Analysis
  - C. Presentation and Review of Amendment to Redevelopment Plan
  - D. Presentation and Review of Redevelopment Agreement
  - E. Consideration of a Resolution approving the Redevelopment Plan Amendment
  - F. Consideration of a Resolution Approving the Redevelopment Agreement and the Issuance of TIF Indebtedness for the Redevelopment Project
- 4. PRESENTATION BY JERRY PIGSLEY ON WAGE AND BENEFIT COMPARABILITY - Jerry Pigsley, Woods & Aitken, LLP**
- 5. CONSIDERATION OF AN AGREEMENT WITH SNOWMOTION TO OPERATE A CONCESSION STAND AT THE SEWARD MUNICIPAL SWIMMING POOL - Bruce Smith**
- 6. CONSIDERATION OF SEWARD FOUNDATION APPLICATION - Clark Kolterman**
  - A. Request for Seward Foundation to sponsor Chautauqua 2017
  - B. Request for Seward Foundation to provide \$1,000 to assist with Seward's Sesquicentennial celebration
- 7. CONSIDERATION OF NOTICE OF LETTER OF INTENT FOR SW WELL #3 - Tim Richtig**
- 8. NOTICE OF RESIGNATION OF COUNCILMEMBER BARBARA PIKE FROM THE SEWARD CITY COUNCIL - Mayor Eickmeier**
- 9. CITY ADMINISTRATOR'S REPORT- Bruce Smith**
- 10. FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION - Mayor Eickmeier**
- 11. ANNOUNCEMENT OF UPCOMING EVENTS - Mayor Eickmeier**
- 12. MOTION TO ADJOURN**

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I, Bonnie Otte, the duly appointed, qualified and acting Assistant Administrator/Clerk-Treasurer/Budget & Human Resource Director of the City of Seward, Nebraska, hereby certify:

That the foregoing Notice of Meeting and Agenda for such meeting has been posted in the following places: Seward City Hall, Seward County Courthouse, Seward Memorial Library and CityofSewardNE.com

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City this 15th day of April, 2016.

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Bonnie Otte  
Assistant Administrator/Clerk-Treasurer/Budget & Human Resource Director

# **City of Seward, NE**

**Tuesday, April 19, 2016**

**Regular Session**

## **Item G1**

### **CONSIDERATION OF APPROVAL OF DRAFT MINUTES OF APRIL 5, 2016 - Bonnie Otte**

**Administrative Report: A motion to approve the minutes as written or with modifications would be in order.**

**Staff Contact:**

April 5, 2016

The Seward City Council met at 7:00 p.m. on Tuesday, April 5, 2016, with Mayor Joshua Eickmeier presiding and Deputy Clerk/Finance Director/Assistant Treasurer Marilyn D. Varner recording the proceedings. Upon roll call, the following Councilmembers were present: Jon Wilken, Ellen Beck, Dean Fritz, Barbara Pike, John Singleton, Chris Schmit, Richard Hans. Other officials present: City Administrator Bruce Smith, City Attorney Kelly Hoffschneider. Absent: Councilmember Sid Kamprath, Assistant Administrator/Clerk-Treasurer/Budget & Human Resources Director Bonnie Otte.

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 Public 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 MARCH 15, 2016 COUNCIL MEETING

Councilmember Pike moved, seconded by Councilmember Singleton, that the minutes of the March 15, 2016 City Council meeting be approved.

Aye: Singleton, Schmit, Hans, Wilken, Beck, Fritz, Pike

Nay: None

Absent: Kamprath. Motion carried.

#### 2. CONSENT AGENDA CONSIDERATION ITEMS

Councilmember Singleton moved, seconded by Councilmember Pike, that the following Consent Agenda items be approved in one single motion:

A. Claims & Payables Reports

B. Infrastructure Cost Items Reimbursable Back to the City.

CLAIMS LIST

4-5-16

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.



April 5, 2016

|                               |         |            |
|-------------------------------|---------|------------|
| A 1 Janitorial Supp.          | Su      | 346.23     |
| Acushnet Co.                  | Su      | 802.37     |
| Alamar Uniforms               | Se      | 258.44     |
| Aldrich Melvin                | Ex      | 90.00      |
| Alliance Technologies         | Se      | 2,728.79   |
| Ameritas Life Insurance       | Ins     | 5,787.75   |
| Bloebaum Nickalas             | Ex      | 90.00      |
| Bruning State Bank            | Lease   | 2,200.00   |
| Callaway Golf                 | Su      | 1,413.14   |
| Capital Business-Cheyenne     | Ma      | 90.00      |
| Chase Card Service            |         | 3,995.77   |
| Ted's Montana Grill           | Meal    | 35.18      |
| Intl Code Council             | Trng    | 93.00      |
| Cenex CRVS                    | Ex      | 46.43      |
| Hyatt                         | Meal/Ex | 903.11     |
| Twin Peaks Rest               | Meal    | 30.00      |
| Pappadeaux                    | Meal    | 100.00     |
| Jay Bros                      | Meal    | 46.00      |
| Wendys                        | Meal    | 8.08       |
| Alley Rose                    | Meal    | 23.59      |
| Red Lobster                   | Meal    | 67.11      |
| Hampton Inn                   | Trng    | 407.88     |
| Amazon                        | Su      | 316.79     |
| Avanquest.com                 | Su      | 19.99      |
| Chargepoint                   | Misc    | 25.00      |
| Walmart                       | Su/Eq   | 324.87     |
| Home Depot                    | Su      | 66.30      |
| Tractor Supply                | Re      | 371.06     |
| Menards                       | Eq      | 75.05      |
| Weathertech MacNeil           | Su      | 248.37     |
| Lou & Mary Anne's, Bee        | Su      | 738.25     |
| Appleonlinestore              | Bu      | 31.03      |
| Befour Inc                    | Su      | 79.50      |
| Paypal Supersas               | Su      | 61.60      |
| Durham Ellis                  | Su      | 223.90     |
| Redemption Credit             | Misc    | -346.32    |
| City Seward Buildings/Grounds | Oper    | 3,000.00   |
| City Seward Library Petty     | Su      | 206.45     |
| City Seward Payroll Account   | Payroll | 117,317.70 |
| Constellation Newengergy      | Ut      | 1,845.65   |
| Continental Fire/Alarm        | Bu      | 497.85     |
| Creative Prod. Sourcing       | Su      | 844.09     |
| Danko Emergency Equip.        | Re      | 407.09     |
| Delta Dental                  | Ins     | 1,515.35   |
| Dutton-Lainson Co             | Re      | 10,584.42  |
| Emergency Medical Prod.       | Su      | 251.07     |
| Fast Mart                     | Se      | 8.00       |
| Fastenal                      | Re/Su   | 358.65     |
| Gene'S Electric               | Su      | 20.00      |
| Gerhold Concrete Co           | Ma/Se   | 1,927.02   |
| Graham Tire                   | Re      | 75.00      |
| Graybar                       | Ci      | 2,965.76   |
| Great Plains Communication    | Se      | 586.00     |
| Hansen Dan                    | Ex      | 90.00      |
| Hawkins Inc                   | Su      | 835.57     |
| Helmlink Printing Inc         | Su      | 208.00     |
| Hireright LLC                 | Se      | 98.70      |
| Hobson Automotive & Tire      | Re      | 186.33     |
| Hughes Brothers               | Su      | 161.00     |

April 5, 2016

|                              |          |          |
|------------------------------|----------|----------|
| Husker Electric Supply Co    | Re/Bu    | 303.59   |
| Hutcheson Engineering        | Re       | 981.00   |
| Hydraulic Equipment Serv.    | Re       | 115.10   |
| J E O Consulting Group       | Se       | 1,110.00 |
| Jackson Services             | Ma       | 8.37     |
| Janicek Gary                 | Ex       | 90.00    |
| Johner Randy                 | Ex       | 90.00    |
| Kriz-Davis                   | Un       | 3,122.67 |
| Last Mile Network            | Se       | 145.30   |
| Latsch'S                     | Su       | 9.49     |
| League Ne Municipalities     | Trng     | 394.00   |
| League Ne Mun-Utilities      | Trng     | 2,835.00 |
| Lincoln Journal-Star         | Ex       | 315.00   |
| Lincoln Winwater Works       | Su       | 239.72   |
| Macneil Automotive           | Eq       | 248.37   |
| Memorial Health-Meals        | Su/Ex    | 3,289.01 |
| Menards                      | Su       | 231.81   |
| Merle'S Flower Shop          | Se       | 30.98    |
| Merle'S Garden Center        | Su/Gu    | 107.48   |
| Mid-American Benefits        | Ins      | 3,181.66 |
| Midwest Turf & Irrigation    | Re       | 250.45   |
| Miers Robert M               | Ex       | 90.00    |
| Nate's On The Nine           | Ex       | 326.35   |
| Nebraska Door & Window       | Bu       | 2,325.00 |
| Nebraska Equipment           | Su/Re    | 153.32   |
| Nebraska Health Environment  | Se       | 229.00   |
| Nebraska Property/Evidence   | Dues     | 50.00    |
| Nebraska Roads Dept          | Ci       | 9,342.73 |
| Nebraska Rural Water         | Dues     | 275.00   |
| Nebraska Treasurer           | Ex       | 52.38    |
| Net-Tech Technology          | Re       | 1,357.89 |
| Odeys                        | Su       | 606.00   |
| O'Keefe Elevator Co          | Ma       | 1,833.12 |
| O'Kief John                  | Ex       | 90.00    |
| Olsson Associates            | Ma       | 6,563.73 |
| O'Reilly Automotive          | Su       | 145.71   |
| Orscheln                     | Su/Re/Gu | 588.74   |
| Overhead Door Co Of Columbus | Bu       | 360.25   |
| Peavey Lynn Co               | Su       | 258.25   |
| Peterson Ross                | Eq       | 182.32   |
| Plains Equipment Group       | Re       | 22.99    |
| Policky Brandon A            | Ex       | 90.00    |
| Pollak Cody                  | Ex       | 90.00    |
| Pollak Douglas W             | Ex       | 90.00    |
| Power Service                | Re       | 262.63   |
| Precision Tool & Machine     | Su       | 200.26   |
| Principal Financial Group    | Ins      | 704.39   |
| Quill Corp                   | Su       | 210.44   |
| Resco Electric Utility       | Eq       | 56.88    |
| Richtig Tim L                | Ex       | 90.00    |
| Sack Lumber Company          | Bu       | 15.79    |
| Salt Creek Software          | Eq       | 6,141.87 |
| Sam's Club (Lib-Rec-Pool)    | Su       | 161.43   |
| Sam's Club (Sen Center)      | Su       | 578.15   |
| Schaefer Troy                | Ex       | 90.00    |
| Seward Electronics           | Bu       | 139.20   |
| Seward Kiwanis Club          | Ma       | 282.00   |
| Seward Machine & Tool        | Re       | 93.00    |
| Seward Volunteer Fire        | Transfer | 7,500.00 |
| Smith Bruce                  | Ex       | 100.00   |

April 5, 2016

|                        |     |                     |
|------------------------|-----|---------------------|
| Smith Michael          | Ex  | 90.00               |
| Sports Express         | Su  | 2,187.80            |
| St P J Supply Inc      | Su  | 312.22              |
| Suhr & Lichty Ins.     | Ins | 3,478.00            |
| Supplyworks            | Su  | 359.65              |
| Time Warner Cable      | Se  | 80.69               |
| U S Cellular           | Ex  | 223.49              |
| United Health Care     | Ins | 49,913.95           |
| Verizon Wireless       | Se  | 117.32              |
| Watchguard Video       | Eq  | 39.00               |
| Wesco Distribution Inc | To  | 134.82              |
| Claims Total           |     | <u>\$277,576.95</u> |

Aye: Schmit, Hans, Wilken, Beck, Fritz, Pike, Singleton

Nay: None

Absent: Kamprath. Motion carried.

### 3. CONFIRMATION OF MAYOR'S APPOINTMENTS

Councilmember Pike moved, seconded by Councilmember Singleton, that Mayor Eickmeier's appointment of Corey Gray to the Civil Service Commission for a 5-year term (until June, 2019, replacing Mary Meyer) be confirmed.

Aye: Singleton, Schmit, Hans, Wilken, Beck, Fritz, Pike

Nay: None

Absent: Kamprath. Motion carried.

### 4. CONFIRMATION OF APPOINTMENT OF BOB CORE TO THE POSITION OF PARK/RECREATION/CEMETERY/GOLF DIRECTOR

Councilmember moved Hans, seconded by Councilmember Schmit, that Mayor Eickmeier's appointment of Bob Core as Park/Recreation/Cemetery/Golf Director be confirmed.

Aye: Wilken, Beck, Fritz, Pike, Singleton, Schmit, Hans

Nay: None

Absent: Kamprath. Motion carried.

Deputy Clerk/Finance Director/Assistant Treasurer Marilyn Varner administered the Oath of Office to Mr. Core.

### 5. CONSIDERATION OF SPECIAL DESIGNATED LIQUOR PERMIT FOR BOTTLE ROCKET BREWING, LLC & HAIN-WIEMER LLC DBA RED PATH GALLERY TO SERVE ALCOHOL AT PLUM CREEK PARK BASEBALL FIELD, 2111 KAROL KAY BLVD FOR LINCOLN SALTDogs EXHIBITION GAME

Councilmember Singleton, moved, seconded by Councilmember Schmit, that the Special Designated Liquor Permits for Bottle Rocket Brewing, LLC & Hain-Wiemer LLC DBA Red Path Gallery to serve alcohol at Plum Creek Park Baseball Field, 2111 Karol Kay Boulevard, for the Lincoln Saltdogs Baseball Exhibition Game on May 12, 2016 be approved.

Aye: Schmit, Hans, Wilken, Beck, Fritz, Pike, Singleton

Nay: None

Absent: Kamprath. Motion carried.

April 5, 2016

10. CONSIDERATION OF MANAGER APPLICATION OF ROSS PACKETT, COBBLESTONE HOTEL & SUITES RETAIL CLASS I LIQUOR LICENSE

Mayor Eickmeier moved Agenda Item No. 10 relating to the manager application for the Retail Class I Liquor License for Cobblestone Hotel & Suites.

Moved by Councilmember Singleton, seconded by Councilmember Pike, that Ross Packett be recommended for approval as Manager of Cobblestone Hotel & Suites Retail Class I Liquor License.

Aye: Schmit, Hans, Wilken, Beck, Fritz, Pike, Singleton

Nay: None

Absent: Kamprath. Motion carried.

6. PRESENTATION ON SEWARD FOUNDATION

Ryne Seaman reviewed that the Seward Foundation is a supporting organization that was formed in 1981. The Foundation is a 509(a)3 tax-exempt entity, which continues to grow. Mr. Seaman explained that the Foundation was designed to support other organizations (charitable and educational functions of the Seward School District or City of Seward.) Foundation membership includes two members of the City Council, two members from the School District and three at-large members from the Seward area. Meetings are held in February, May and November on the second Wednesday of the month. Mr. Seaman mentioned that one of the latest requests funded by the Foundation was the Seward Memorial Library's Early Literacy Station/After-School Edge Equipment. Currently, the Foundation has a balance of \$656,915.80, of which \$56,136.46 is available for grants. The largest grant approved was for \$15,000.00. The Foundation accepts donations of any amount. The Foundation awards grants of interest only--no principal has ever been spent.

Mr. Seaman was thanked for his presentation.

7. CONSIDERATION OF SEWARD FOUNDATION GRANT APPLICATION

Assistant Park Director Bob Core presented a \$19,604.00 Seward Foundation grant application as a joint venture with the Seward Public Schools to purchase an 80" Aera-Vator with seedbox to be used for aeration and reseeding of the Public School and City grass turf areas. Mr. Core explained that this equipment would be very useful, as it does not disrupt the ground surface. The equipment vibrates with tines, cutting aeration and seeding time. The life expectancy of this equipment is ten to fifteen years.

Councilmember Singleton moved, seconded by Councilmember Pike, that the \$19,604.00 Seward Foundation grant application as a joint venture with the Seward Public Schools to purchase an 80" Aera-Vator with seedbox to be used for aeration and reseeding of the Public School and City grass turf areas be approved and forwarded to the Seward Foundation (contingent on Seward School District approval).

Aye: Schmit, Hans, Wilken, Beck, Fritz, Pike, Singleton

Nay: None

Absent: Kamprath. Motion carried.

8. CONSIDERATION OF PARTNERSHIP WITH BLUE RIVER PET RESCUE IN OPERATION OF AN ANIMAL SHELTER

Dr. Daniel Ellis, 1187 Augusta Drive, (President of Blue River Pet Rescue) gave an overview of their organization's mission. City and surrounding areas have many homeless, suffering dogs and cats. The BRPR strives to find homes (through a no-kill shelter) for these animals. No recognized shelters exist

April 5, 2016

in Seward County at the present time. Lincoln has the Capital Humane Society and York has the Adopt-A-Pet facility, but the distance between these two is great. No impound facilities exist within the City, which could benefit law enforcement. Out of the thirty first-class cities in Nebraska, four have no pet facilities (Crete Schuyler, Nebraska City, Seward).

Dr. Ellis explained that in 2011, a 501(c)3 organization was formed to accept donations which are tax-deductible. The BRPR operates through foster homes (5-10) for dogs and cats, with more difficulty in finding homes for cats. Since its start, BRPR has rehomed 100 dogs/cats, and has turned away 150 dogs/cats. They have received over 200 calls requesting pickup of animals. BRPR has purchased a lot at the end of Cottonwood Road (west of Casey's south of Seward) with the goal of campaigning to raise funds for a building which would house 15-20 dogs, including a community cat room, isolation kennels for new/diseased animals, adoption room, outdoor exercise area, etc. A potential facility could serve law enforcement needs for animals which are picked up.

Dr. Ellis explained that BRPR would like to work with the City to operate an animal shelter, explaining the following two options:

- 1) BRPR raising funds, with City securing grant funds to develop a facility. BRPR would turn the facility over to the City with the support of BRPR (foundation to support) and work to develop an interlocal agreement.
- 2) BRPR to raise funds and request additional funding from LB 840 Economic Development or Seward Foundation to develop facility, providing impounding services with financial support from the City.

Dr. Ellis explained that the Council has shown support for a pet facility in the past.

Annual operation costs of a pet facility were discussed. Dr. Ellis estimated \$100,000 or less, with one to one-and-one-half employees (\$30,000 to \$50,000 annual pay range). Volunteers could be utilized at an animal facility (similar to library or senior center). If facility is not staffed at all times, a keypad entry system would allow law enforcement to access kennels for stray animals which have been picked up. The current Police budgeted amount for dog kennel fees is \$5,000.00.

Dr. Ellis requested the Council to review options, with his return in approximately one month for more discussion.

9. CONSIDERATION OF AGREEMENT WITH JEO CONSULTING GROUP FOR PRELIMINARY ENGINEERING SERVICES FOR THE KAROL KAY BLVD., BADER AVE.- HILLCREST DR. PROJECT

Administrator Smith explained that some property adjustments were made on the Karol Kay Boulevard, Bader Avenue to Hillcrest Drive Project, requiring a supplemental agreement.

Councilmember Singleton introduced the following resolution:

RESOLUTION NO. 2016-07

**Whereas:** City of Seward and JEO Consulting Group, Inc., have previously executed a Preliminary Engineering Services Agreement (BK1329) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

April 5, 2016

**Whereas:** City of Seward understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

**Whereas:** City of Seward and JEO Consulting Group, Inc., wish to enter into a preliminary engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

**Be It Resolved:** by the City Council of the City of Seward, Nebraska that:

Joshua Eickmeier, Mayor of the City of Seward, is hereby authorized to sign the attached Final Design Engineering Services Supplemental Agreement No. 2 between the City of Seward, and JEO Consulting Group, Inc.

NDOR Project Number: URB-6763(1)

NDOR Control Number: 13161

NDOR Project Description: Karol Kay Blvd., Bader-Hillcrest

Councilmember Singleton moved, seconded by Councilmember Pike, that the resolution be adopted. Upon vote, the following Councilmembers voted Aye: Schmit, Hans, Wilken, Beck, Fritz, Pike, Singleton; Nay: None; Absent: Kamprath.

Adopted this 5th day of April, 2016 at Seward, Nebraska.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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

\_\_\_\_\_  
Marilyn D. Varner  
Deputy Clerk/Finance Director/  
Assistant Treasurer

(SEAL)

11. CONSIDERATION OF APPROVAL TO ADVERTISE FOR BIDS TO POWER WASH, INSPECT & PAINT THE INTERIOR AND EXTERIOR OF THE NORTH WATER TOWER

Water/Wastewater Director Tim Richtig explained that the north water tower is in need of cleaning, inspection and painting of the interior and exterior. In requesting bids for these services, the City would have firm figures to include in the 2016-2017 Budget.

Councilmember Singleton moved, seconded by Councilmember Schmit, that the City be authorized to advertise for bids to power wash, inspect and paint the interior and exterior of the north water tower, including alternate bids for repairs to the overflow system and exterior logo.

Aye: Schmit, Hans, Wilken, Beck, Fritz, Pike, Singleton  
Nay: None  
Absent: Kamprath. Motion carried.

April 5, 2016

12. CONSIDERATION OF ADDING SIX ADDITIONAL GOLF CARTS TO GOLF CART LEASE

Administrator Smith explained the need for additional golf carts at the Seward Community Golf Course, since some previous cart owners now are leasing.

Moved by Councilmember Singleton, seconded by Councilmember Pike, to approve the golf cart lease addendum with the Bruning State Bank to add six 2016 gas golf carts for the Seward Community Golf Course.

Aye: Schmit, Hans, Wilken, Beck, Fritz, Pike, Singleton  
Nay: None  
Absent: Kamprath. Motion carried.

13. CITY ADMINISTRATOR REPORT

Administrator Smith reviewed that the auger/press needs replacement on the Muffin Monster at the Wastewater Plant. These repairs will be made from budgeted funds for plant repairs.

Councilmember Beck moved, seconded by Councilmember Singleton, that the City Administrator's Report dated April 5, 2016 be accepted.

Aye: Fritz, Pike, Singleton, Schmit, Hans, Wilken, Beck  
Nay: None  
Absent: Kamprath. Motion carried.

14. FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

Councilmember Beck reviewed the process for the Seward County Chamber & Development Partnership in that the City would need to appoint an ex-officio non-voting member on the Board of Directors. It was determined that the Mayor is the ex-officio, but he could have the City Administrator act on his behalf at their meetings.

15. ANNOUNCEMENT OF UPCOMING EVENTS

- A. National Library Week Finale - April 16, 8:00 a.m. to 2:00 p.m., located on S. 5th Street and parking lot east of Seward Memorial Library
- B. Run to Restore 5K Run/Walk - April 16, 9:00 a.m. to 10:30 p.m., Plum Creek Trail, E. Pinewood Ave., N. Columbia Ave., College Ave., Brommer Dr., Hillcrest Dr.

16. MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Pike, that the April 5, 2016 City Council Meeting be adjourned.

Aye: Schmit, Hans, Wilken, Beck, Fritz, Pike, Singleton  
Nay: None  
Absent: Kamprath. Motion carried

THE CITY OF SEWARD, NEBRASKA

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Joshua Eickmeier  
Mayor

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Marilyn D. Varner  
Deputy Clerk/Finance Director/Assistant Treasurer

# **City of Seward, NE**

**Tuesday, April 19, 2016**

**Regular Session**

## **Item G2**

### **CONSIDERATION OF CONSENT AGENDA**

*Claims & Payables Reports*

*City Clerk-Treasurer Report*

*City Codes Director Report*

*Police Department Report*

*Infrastructure Cost Items Reimbursable Back to the City*

**Administrative Report:** After review of listed Consent Agenda items and supporting documents/reports, one motion to approve the consent agenda would be in order. Council may choose to pull any item from the Consent Agenda and consider/act on it separately.

**Staff Contact:**



CLAIMS LIST  
4-19-16  
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.

|                             |           |            |
|-----------------------------|-----------|------------|
| Alamar Uniforms             | Uniforms  | 87.95      |
| Alliance Technologies       | Se        | 369.15     |
| Allrecipes Magazine         | Su        | 16.95      |
| Amazon.Com Credit Service   | Su        | 583.88     |
| American Girl Magazine      | Su        | 49.95      |
| Ameritas Life Insurance Co  | Ins       | 13,723.80  |
| Armor Systems Corp          | Ex        | 7.60       |
| Backhus Timothy             | Ex        | 30.00      |
| Baker & Taylor              | Su        | 2,296.11   |
| Baker Becky J               | Su        | 77.00      |
| Baldinger Charlotte         | Mi        | 33.00      |
| Barcel Landscape Products   | Gu        | 179.50     |
| Barco Municipal Products    | Su        | 130.57     |
| Biel Larry                  | Se        | 25.00      |
| Bierbaum Randy / Jill       | Ex        | 25.00      |
| Bizco Technologies          | Se        | 4,831.50   |
| Bjorklund Jeff              | Ex        | 30.00      |
| Bjorklund Nicky             | Ex        | 30.00      |
| Black Hills Energy          | Ut        | 1,366.24   |
| Blackburn Manufacturing Co  | Re        | 546.06     |
| Bloebaum Nickalas           | Ex        | 30.00      |
| Bon Appetit Magazine        | Su        | 38.00      |
| Bowens Katie                | Ex        | 30.00      |
| Bremer Jessie               | Ex        | 25.00      |
| Brozovsky Brent / Megan     | Incentive | 45.00      |
| Brunckhorst Kent            | Ex        | 90.00      |
| Bruning State Bank          | Lease     | 3,550.00   |
| Buell Tom                   | Ex        | 30.00      |
| Burlington Northern Santa   | Misc      | 353.69     |
| Callaway Golf               | Su        | 52.50      |
| Capital Business-Cheyenne   | Ma        | 91.00      |
| Capital Business-Dallas     | Ma        | 225.00     |
| Cash-Wa Distributing Co     | Su        | 645.18     |
| Cihal Alan F                | Ex        | 90.00      |
| City Seward Electric Fund   | Ut        | 33,616.31  |
| City Seward Library Petty   | Su        | 53.15      |
| City Seward Merchant Serv   | Se        | 2,196.78   |
| City Seward Payroll Account | Payroll   | 277,062.74 |
| Collings Erin               | Ex        | 25.00      |
| Collins Jill / Corey        | Ex        | 30.00      |
| Commonwealth Electric Co    | Bu        | 183.82     |
| Concordia University        | Ex        | 1,240.00   |
| Consolidated Management     | Meals     | 167.00     |
| Cook Charles                | Ex        | 30.00      |
| Cook'S Country Magazine     | Su        | 31.95      |
| Core Robert                 | Ex        | 90.00      |
| Cornerstone Interiors & D   | Bu        | 800.00     |
| Dittmer Chlancey            | Ex        | 90.00      |

|                             |            |           |
|-----------------------------|------------|-----------|
| Do It Yourself Magazine     | Su         | 19.97     |
| Duer Bryan                  | Ex         | 90.00     |
| Duffek Daniel D             | Ex         | 90.00     |
| Dutton-Lainson Co           | Su         | 53,614.16 |
| E M C Insurance Companies   | Ins        | 1,191.99  |
| Ehlers Electronics          | Re         | 402.98    |
| Elkins Lisa                 | Mi         | 91.32     |
| Emblem Enterprises Inc      | Su         | 556.71    |
| Emergency Communications    | Se         | 1,648.90  |
| Emergency Medical Product   | Su         | 2,088.37  |
| Environmental Resource As   | Se         | 459.64    |
| Farmers Coop Seward         | Su, Gu, Re | 14,787.73 |
| Fastenal Company            | Su, Bu, Re | 259.71    |
| Feld Ed M Equipment Co      | Re         | 600.00    |
| Ferguson Steven C           | Ex         | 90.00     |
| Field & Stream Magazine     | Su         | 29.97     |
| Fireguard Inc               | Re         | 531.29    |
| Firehouse Five              | Se         | 25.00     |
| Flesner Brian               | Refnd      | 60.00     |
| Food Network Magazine       | Su         | 12.00     |
| French Matthew              | Ex         | 90.00     |
| G P Tech Solutions          | Su         | 100.26    |
| Gale / Cengage Learning     | Su         | 275.26    |
| General Excavating          | Ci         | 73,585.10 |
| Gerhold Concrete Co Inc     | Gu, Su     | 1,370.00  |
| Golf Products Inc           | Su         | 63.24     |
| Gonzalez Edward             | Ex         | 90.00     |
| Graham Tire                 | Re         | 75.00     |
| Great Plains Uniforms LLC   | Un         | 111.50    |
| Grill                       | Su         | 389.98    |
| Guenther Donald             | Ex         | 30.00     |
| H & S Plumbing Heating      | Bu         | 2,441.79  |
| H D Supply Waterworks Ltd   | Re         | 3,608.10  |
| Hamilton Equipment Company  | Re         | 37.10     |
| Hanes Craig                 | Ex         | 25.00     |
| Hartmann Custom Service C   | Se         | 6,332.50  |
| Hemphill Electric LLC       | Gu         | 640.66    |
| Highlights Magazine         | Su         | 34.44     |
| Hinrichs Rachelle           | Trng       | 60.00     |
| Hireright LLC               | Se         | 103.62    |
| Hochstein Jared             | Ex         | 90.00     |
| Hughes John                 | Ex         | 90.00     |
| Husker Electric Supply Co   | Re         | 2,011.43  |
| I E S Commercial Inc        | Ci         | 43,214.17 |
| Jackson Services Inc        | Ma         | 56.50     |
| Jacobsen Rock & Gravel      | Su         | 5,815.33  |
| Jones Automotive            | Su         | 49.93     |
| Jones National Bank & Trust | Ci         | 27,429.60 |
| Juranek Jeff                | Ex         | 25.00     |
| Kahler Daniel S             | Ex         | 60.00     |
| Kriz-Davis Co               | Eq, Su     | 3,172.87  |
| Langner Michael             | Ex         | 25.00     |
| Last Mile Network Consult   | Se         | 90.00     |
| Latsch'S                    | Su         | 24.39     |
| Lee'S Refrigeration         | Eq         | 4,154.00  |
| Lincoln Winwater Works      | Gu, Re, Se | 2,614.35  |
| Loos Josh                   | Ex         | 25.00     |

|                             |                |            |
|-----------------------------|----------------|------------|
| Maguire Iron Inc            | Se             | 2,250.00   |
| Mailand'S Clothing          | Uniforms       | 45.00      |
| Marr Andrew M               | Ex             | 60.00      |
| Matheson Tri-Gas Inc        | Su             | 102.64     |
| Mattson Ricketts Law Firm   | Se             | 4,000.00   |
| McElvray Dan                | Ex             | 175.00     |
| Menards                     | Gu, Su         | 192.65     |
| Mid-American Benefits Inc   | Ins            | 840.09     |
| Midwest Auto Parts          | Su, Re         | 549.60     |
| Midwest Automotive          | Re             | 469.50     |
| Midwest Laboratories Inc    | Se             | 953.28     |
| Midwest Living Magazine     | Su             | 19.97      |
| Miller Karl / Rachel        | Ex             | 25.00      |
| Mueller Michael             | Ex             | 25.00      |
| Nebraska Golf & Turf        | Re             | 151.00     |
| Nebraska Library Assoc      | Trng           | 30.00      |
| Nebraska Municipal Power    | Dues           | 2,470.10   |
|                             | Incentive, Re, |            |
| Nebraska Pub Pow-DesMoine   | Ut             | 443,287.99 |
| Nebraska Treasurer          | Fees           | 42.10      |
| Niemann'S Port-A-Pot LLC    | Ma             | 225.00     |
| Nottingham Dana             | Ex             | 30.00      |
| O C L C Inc                 | Se             | 180.69     |
| Odeys Inc                   | Gu             | 518.25     |
| Olsson Associates           | Se             | 18,840.69  |
| Omaha World Herald          | Ex             | 121.89     |
| One Call Concepts Inc       | Se             | 151.41     |
| One Source Background Check | Se             | 29.00      |
| O'Reilly Automotive Inc     | Re, Su         | 18.37      |
| Orscheln Farm & Home        | Su, Bu, Gu     | 521.91     |
| Otte Donna                  | Mi             | 35.10      |
| Pac 'N' Save Discount Foo   | Su             | 99.54      |
| Pankoke Henry W             | Ma             | 275.00     |
| Pedersen Brent              | Ex             | 90.00      |
| People Magazine             | Su             | 316.41     |
| Perry Colby                 | Ex             | 35.00      |
| Peters Kathleen             | Su             | 292.54     |
| Phillips Julie              | Ex             | 30.00      |
| Plains Equipment Group Inc  | Re             | 25.00      |
| Plunkett'S Pest Control     | Bu             | 59.32      |
| Potter Bruce/Jess           | Ex             | 30.00      |
| Precision Tool & Machine    | Re             | 10.00      |
| Prochaska Vickie            | Trng           | 60.00      |
| Progressive Microtechnology | Se             | 495.00     |
| Pulse Finders LLC           | Trng           | 600.00     |
| Quill Corp                  | Su             | 346.95     |
| Roehr Ed Safety Products    | Su, Eq         | 1,020.00   |
| Rose Equipment Inc          | Re             | 1,574.41   |
| Ruether Larry L             | Ex             | 90.00      |
| Salyer Justin / Tammy       | Ex             | 50.00      |
| Sam'S Club (Lib-Rec-Pool)   | Su, Bu         | 398.33     |
| Sam'S Club (Sen Center)     | Su             | 33.34      |
| Sanley Patricia             | Ex             | 90.00      |
| Sanley Randy                | Bu             | 17.96      |
| Sattler Amber               | Ex             | 25.00      |
| Schlueter , Dave            | Incentive      | 100.00     |
| Schmader Electric Cont Co   | Gu             | 390.00     |

|                              |            |        |                       |
|------------------------------|------------|--------|-----------------------|
| Seevers Scott                | Ex         |        | 25.00                 |
| Seward Area Chamber Commerce | Misc       |        | 100.00                |
| Seward County Clerk/Reg Deed | Se         |        | 48.00                 |
| Seward County Independent    | Ex         |        | 1,585.50              |
| Seward County Public Power   | Ut         |        | 1,762.82              |
| Seward County Treasurer      | Se, Eq     |        | 16,778.50             |
| Seward Lumber & Home Cent    | Su, Re, Bu |        | 891.87                |
| Seward School District       | Misc       |        | 160.00                |
| Siteone Landscape Supply     | Su         |        | 602.26                |
| Southeast Library System     | Trng       |        | 50.00                 |
| Spickelmier & Son Inc        | Re         |        | 5,292.50              |
| Sports Express               | Misc       |        | 496.00                |
| St Louis Michelle            | Ex         |        | 90.00                 |
| St P J Supply Inc            | Su         |        | 22.06                 |
| Standifer Melanie            | Ex         |        | 25.00                 |
| Steinmeyer Zach              | Ex         |        | 25.00                 |
| Supplyworks                  | Su         |        | 284.97                |
| Traditional Home Magazine    | Su         |        | 24.00                 |
| U S A Bluebook - Cust 812    | Re         |        | 377.03                |
| Union Equipment Finance      | Eq         |        | 30,824.44             |
| Upstart                      | Su         |        | 357.45                |
| Vanderslice Justin           | Ex         |        | 30.00                 |
| Verizon Wireless             | Eq         |        | 187.32                |
| Visa - Pinnacle Bank         |            |        | 231.37                |
| Accucut                      | Su         | 190.00 |                       |
| WalMart                      | Re, Misc   | 41.37  |                       |
| Watchguard Video             | Eq         |        | 3.00                  |
| Wattier Mark                 | Ex         |        | 90.00                 |
| Wegman Nicole                | Ex         |        | 30.00                 |
| Windstream Nebraska Inc      | Se         |        | 2,416.77              |
| Wolfe Cara                   | Ex         |        | 25.00                 |
| Wolter Gary                  | Ut         |        | 171.88                |
| Woods & Aitken LLP           | Se         |        | 224.00                |
| World War II Magazine        | Su         |        | 75.95                 |
| CLAIMS TOTAL                 |            |        | <u>\$1,146,634.96</u> |

|   |                        |                       |                 |                        |                        |                         |
|---|------------------------|-----------------------|-----------------|------------------------|------------------------|-------------------------|
| <b>CLERK-TREASURER'S REPORT</b>   | <b>MONTH OF:</b>       | <b>MARCH, 2016</b>    |                 |                        |                        |                         |
| VARIANCE AT: 50%  |                        |                       |                 |                        |                        |                         |
|   | <b>REVENUE</b>         | <b>CURRENT YTD</b>    |                 | <b>UNEXPENDED</b>      | <b>PREVIOUS YTD</b>    | <b>DIFFERENCE</b>       |
| <b>DEPARTMENT</b>   | <b>BUDGET</b>          | <b>REVENUE</b>        | <b>VARIANCE</b> | <b>BALANCE</b>         | <b>REVENUE</b>         | <b>B/W BUDGET YEARS</b> |
| ELECTRIC  | \$9,756,000.00         | \$4,323,975.61        | 44.32%          | \$5,432,024.39         | \$ 4,476,772.57        | -\$ 152,796.96          |
| ELEC BOND PYMT  |                        |                       |                 |                        |                        |                         |
| WATER   | \$1,778,350.00         | \$774,595.92          | 43.56%          | \$1,003,754.08         | \$ 756,979.85          | \$ 17,616.07            |
| WATER BOND PYMTS  |                        |                       |                 |                        |                        |                         |
| WATER SINKING FUND  | \$20,000.00            | \$0.00                | 0.00%           | \$20,000.00            | \$ 0.00                |                         |
| WASTEWATER TREATMENT  | \$1,404,960.00         | \$653,890.00          | 46.54%          | \$751,070.00           | \$ 666,018.36          | -\$ 12,128.36           |
| WWTW BOND PYMT  |                        |                       |                 |                        |                        |                         |
| WWTW SINKING FUND   | \$15,000.00            | \$0.00                | 0.00%           | \$15,000.00            |                        |                         |
| <b>TOTAL UTILITIES</b>  | <b>\$12,974,310.00</b> | <b>\$5,752,461.53</b> |                 | <b>\$7,221,848.47</b>  | <b>\$ 5,899,770.78</b> | <b>-\$ 147,309.25</b>   |
| CAPITAL PROJECTS  | \$8,492,422.00         | \$559,976.56          | 6.59%           | \$7,932,445.44         | \$ 584,866.92          | -\$ 24,890.36           |
| LEGISLATIVE (LESS DONATIONS)  |                        |                       |                 |                        |                        |                         |
| DONATIONS   |                        |                       |                 |                        |                        |                         |
| LEGAL   |                        |                       |                 |                        |                        |                         |
| POLICE  | \$5,700.00             | \$3,243.15            | 56.90%          | \$2,456.85             | \$ 2,665.02            | \$ 578.13               |
| E911  |                        |                       |                 |                        |                        |                         |
| POLICE EQUITABLE SHARING  | \$10,000.00            | \$0.00                | 0.00%           | \$10,000.00            | \$ 3,813.00            | -\$ 3,813.00            |
| STREET  | \$883,046.00           | \$457,954.35          | 51.86%          | \$425,091.65           | \$ 461,959.75          | -\$ 4,005.40            |
| DEBT SERVICE  | \$516,001.00           | \$265,370.87          | 51.43%          | \$250,630.13           | \$ 677,950.00          | -\$ 412,579.13          |
| STREET STP  | \$0.00                 | \$124,404.61          | #DIV/0!         | -\$124,404.61          | \$ 0.00                | \$ 124,404.61           |
| RAIL CAMPUS   | \$4,134,000.00         | \$4,500.00            | 0.11%           | \$4,129,500.00         | \$ 7,125.00            | -\$ 2,625.00            |
| CDBG ECON. DEV. LOAN FUND   | \$11,465.00            | \$5,715.84            | 49.85%          | \$5,749.16             | \$ 6,653.98            | -\$ 938.14              |
| CDBG AFFORD HOUSING   | \$12,800.00            | \$9,553.00            | 74.63%          | \$3,247.00             | \$ 83,859.00           | -\$ 74,306.00           |
| CDBG RURAL ENTERPRISE ASST  |                        | \$0.00                |                 |                        | \$ 50,549.25           | -\$ 50,549.25           |
| CDBG RAIL SITE  |                        |                       |                 |                        | \$ 0.00                |                         |
| BLDGS & GRDS (CITY HALL)  | \$36,000.00            | \$17,000.00           | 47.22%          | \$19,000.00            | \$ 12,000.00           | \$ 5,000.00             |
| CIVIC CENTER  | \$272,938.00           | \$60,979.50           | 22.34%          | \$211,958.50           | \$ 72,482.40           | -\$ 11,502.90           |
| LIBRARY (LESS BLDG. IMPRV)  | \$34,500.00            | \$14,035.65           | 40.68%          | \$20,464.35            | \$ 17,719.41           | -\$ 3,683.76            |
| LIBRARY BLDG IMPRVMTS   |                        |                       |                 |                        | \$ 0.00                |                         |
| PUBLIC PROPERTIES   | \$37,119.00            | \$9,992.63            | 26.92%          | \$27,126.37            | \$ 9,980.96            | \$ 11.67                |
| CEMETERY  | \$40,000.00            | \$13,625.00           | 34.06%          | \$26,375.00            | \$ 16,450.00           | -\$ 2,825.00            |
| GOLF COURSE   | \$250,000.00           | \$116,997.01          | 46.80%          | \$133,002.99           | \$ 0.00                | \$ 116,997.01           |
| NEW PARK DEVELOPMENT  | \$38.00                | \$5,381.98            | 14163.11%       | -\$5,343.98            | \$ 17.80               | \$ 5,364.18             |
| NEW CEMETERY DEVELOPMENT  | \$160,000.00           | \$78,017.87           | 48.76%          | \$81,982.13            | \$ 0.00                | \$ 78,017.87            |
| GUTHMAN TRUST - REGULAR   | \$250.00               | \$119.55              | 47.82%          | \$130.45               | \$ 118.86              | \$ 0.69                 |
| GUTHMAN TRUST - PAVING  | \$20.00                | \$7.84                | 39.20%          | \$12.16                | \$ 7.79                | \$ 0.05                 |
| PERPETUAL CARE - PRINCIPAL  | \$4,500.00             | \$1,800.00            | 40.00%          | \$2,700.00             | \$ 1,600.00            | \$ 200.00               |
| PERPETUAL CARE - INTEREST   | \$150.00               | \$68.11               | 45.41%          | \$81.89                | \$ 65.14               | \$ 2.97                 |
| BLDGS & GRDS (OTHER)  |                        | \$0.00                |                 |                        | \$ 0.00                | \$ 0.00                 |
| BUILDING INSPECTION   | \$95,450.00            | \$39,814.51           | 41.71%          | \$55,635.49            | \$ 20,593.70           | \$ 19,220.81            |
| FIRE (LESS DONATIONS)   | \$50,050.00            | \$65.63               | 0.13%           | \$49,984.37            | \$ 37.04               | \$ 28.59                |
| FIRE DONATIONS  | \$100,000.00           | \$0.00                | 0.00%           | \$100,000.00           | \$ 0.00                | \$ 0.00                 |
| FIRE EQUIPMENT SINKING FUND   | \$60,550.00            | \$40,062.68           | 66.16%          | \$20,487.32            | \$ 6,625.19            | \$ 33,437.49            |
| TREE BOARD  | \$2,500.00             | \$0.00                | 0.00%           | \$2,500.00             | \$ 0.00                | \$ 0.00                 |
| PLANNING COMMISSION   | \$5,100.00             | \$1,445.00            | 28.33%          | \$3,655.00             | \$ 10,942.00           | -\$ 9,497.00            |
| DOWDING POOL (LESS DONATIONS)   | \$75,050.00            | \$261.68              | 0.35%           | \$74,788.32            | \$ 387.85              | -\$ 126.17              |
| POOL DONATIONS  | \$0.00                 | \$0.00                | 0.00%           | \$0.00                 | \$ 0.00                | \$ 0.00                 |
| CONCESSION STAND  | \$800.00               | \$506.71              | 63.34%          | \$293.29               | \$ 437.62              | \$ 69.09                |
| SWIMMING LESSONS  | \$12,000.00            | \$0.00                | 0.00%           | \$12,000.00            | \$ 0.00                | \$ 0.00                 |
| RECREATION  | \$286,600.00           | \$15,331.70           | 5.35%           | \$271,268.30           | \$ 15,004.45           | \$ 327.25               |
| SENIOR CENTER   | \$73,025.00            | \$33,757.67           | 46.23%          | \$39,267.33            | \$ 42,619.72           | -\$ 8,862.05            |
| SENIOR SHUTTLE  | \$3,415.00             | \$1,439.05            | 42.14%          | \$1,975.95             | \$ 1,549.45            | -\$ 110.40              |
| RECYCLING   | \$17,500.00            | \$1,543.70            | 8.82%           | \$15,956.30            | \$ 3,678.30            | -\$ 2,134.60            |
| ECONOMIC DEVELOPMENT  | \$188,437.00           | \$95,341.91           | 50.60%          | \$93,095.09            | \$ 91,631.24           | \$ 3,710.67             |
| TAX INCREMENT FINANCING   | \$10,979,761.00        | \$57,723.43           | 0.53%           | \$10,922,037.57        | \$ 1,008,515.22        | -\$ 950,791.79          |
| GENERAL REVENUES**  |                        | \$880,358.88          |                 |                        | \$ 664,612.61          | \$ 215,746.27           |
| <b>TOTAL BUDGET</b>   | <b>\$26,851,187.00</b> | <b>\$2,916,396.07</b> |                 | <b>\$24,815,149.81</b> | <b>\$ 3,876,518.67</b> | <b>-\$ 960,122.60</b>   |
| **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) |                        |                       |                 |                        |                        |                         |

| CLERK-TREASURER'S REPORT      | MONTH OF: MARCH, 2016   |                        |               |                         |                        |                       |
|-------------------------------|-------------------------|------------------------|---------------|-------------------------|------------------------|-----------------------|
| VARIANCE AT: 50%              |                         |                        |               |                         |                        |                       |
|                               | EXPENDITURES            | CURRENT YTD            |               | UNEXPENDED              | PREVIOUS YTD           | DIFFERENCE            |
| DEPARTMENT                    | BUDGET                  | EXPENDITURES           | VARIANCE      | BALANCE                 | EXPENDITURES           | B/W BUDGET YEARS      |
| ELECTRIC                      | \$ 9,597,336.00         | \$ 3,865,458.95        | 40.28%        | \$ 5,731,877.05         | \$ 3,811,398.62        | \$ 54,060.33          |
| ELEC BOND PYMT                | \$ 349,945.00           | \$ 295,083.75          | 84.32%        | \$ 54,861.25            | \$ 291,283.75          | \$ 3,800.00           |
| WATER                         | \$ 1,120,791.00         | \$ 348,953.51          | 31.13%        | \$ 771,837.49           | \$ 528,348.34          | -\$ 179,394.83        |
| WATER BOND PYMTS              | \$ 422,285.00           | \$ 174,871.85          | 41.41%        | \$ 247,413.15           | \$ 185,970.55          | -\$ 11,098.70         |
| WATER SINKING FUND            | \$ 0.00                 | \$ 0.00                | 0.00%         | \$ 0.00                 | \$ 0.00                | \$ 0.00               |
| WASTEWATER TREATMENT          | \$ 1,088,603.00         | \$ 386,352.47          | 35.49%        | \$ 702,250.53           | \$ 547,032.10          | -\$ 160,679.63        |
| WWTW BOND PYMT                | \$ 332,869.00           | \$ 74,025.50           | 22.24%        | \$ 258,843.50           | \$ 75,926.31           | -\$ 1,900.81          |
| WWTW SINKING FUND             | \$ 0.00                 | \$ 0.00                |               | \$ 0.00                 | \$ 0.00                | \$ 0.00               |
| <b>TOTAL UTILITIES</b>        | <b>\$ 12,911,829.00</b> | <b>\$ 5,144,746.03</b> | <b>39.85%</b> | <b>\$ 7,767,082.97</b>  | <b>\$ 5,439,959.67</b> | <b>-\$ 295,213.64</b> |
| CAPITAL PROJECTS              | \$ 860,000.00           | \$ 559,898.57          | 65.10%        | \$ 300,101.43           | \$ 529,177.05          | \$ 30,721.52          |
| LEGISLATIVE (LESS DONATIONS)  | \$ 154,108.00           | \$ 101,478.56          | 65.85%        | \$ 52,629.44            | \$ 121,905.68          | -\$ 20,427.12         |
| DONATIONS                     | \$ 100,000.00           | \$ 636.86              | 0.64%         | \$ 99,363.14            | \$ 0.00                | \$ 636.86             |
| LEGAL                         | \$ 125,265.00           | \$ 25,519.47           | 20.37%        | \$ 99,745.53            | \$ 38,375.44           | -\$ 12,855.97         |
| POLICE                        | \$ 1,217,162.00         | \$ 519,900.62          | 42.71%        | \$ 697,261.38           | \$ 530,161.80          | -\$ 10,261.18         |
| E911                          | \$ 182,262.00           | \$ 91,131.00           | 50.00%        | \$ 91,131.00            | \$ 89,755.98           | \$ 1,375.02           |
| POLICE EQUITABLE SHARING      | \$ 100,000.00           | \$ 6,718.52            | 6.72%         | \$ 93,281.48            | \$ 0.00                | \$ 6,718.52           |
| STREET                        | \$ 695,783.00           | \$ 449,179.34          | 64.56%        | \$ 246,603.66           | \$ 428,483.43          | \$ 20,695.91          |
| DEBT SERVICE                  | \$ 516,001.00           | \$ 389,897.40          | 75.56%        | \$ 126,103.60           | \$ 461,167.39          | -\$ 71,269.99         |
| RAIL CAMPUS                   | \$ 4,298,325.00         | \$ 7,905.60            | 0.18%         | \$ 4,290,419.40         | \$ 16,682.22           | -\$ 8,776.62          |
| CDBG ECON. DEV. LOAN FUND     | \$ 6,000.00             | \$ 828.82              | 13.81%        | \$ 5,171.18             | \$ 2,197.72            | -\$ 1,368.90          |
| CDBG AFFORD HOUSING           | \$ 12,800.00            | \$ 9,552.68            | 74.63%        | \$ 3,247.32             | \$ 83,859.16           | -\$ 74,306.48         |
| CDBG RURAL ENTERPRISE ASST    | \$ 0.00                 | \$ 0.00                | 0.00%         | \$ 0.00                 | \$ 50,549.25           | -\$ 50,549.25         |
| CDBG RAIL SITE                | \$ 0.00                 | \$ 0.00                | 0.00%         | \$ 0.00                 | \$ 0.00                | \$ 0.00               |
| BLDGS & GRDS (CITY HALL)      | \$ 32,244.00            | \$ 14,450.21           | 44.82%        | \$ 17,793.79            | \$ 15,261.03           | -\$ 810.82            |
| CIVIC CENTER                  | \$ 160,237.00           | \$ 75,028.61           | 46.82%        | \$ 85,208.39            | \$ 84,757.45           | -\$ 9,728.84          |
| LIBRARY (LESS BLDG. IMPRV)    | \$ 505,493.00           | \$ 195,610.86          | 38.70%        | \$ 309,882.14           | \$ 273,831.40          | -\$ 78,220.54         |
| LIBRARY BLDG IMPRVMTS         | \$ 0.00                 | \$ 0.00                | 0.00%         | \$ 0.00                 | \$ 0.00                | \$ 0.00               |
| PUBLIC PROPERTIES             | \$ 372,888.00           | \$ 158,698.28          | 42.56%        | \$ 214,189.72           | \$ 186,395.34          | -\$ 27,697.06         |
| CEMETERY                      | \$ 129,465.00           | \$ 64,214.25           | 49.60%        | \$ 65,250.75            | \$ 118,676.79          | -\$ 54,462.54         |
| GOLF COURSE                   | \$ 300,000.00           | \$ 45,912.27           | 15.30%        | \$ 254,087.73           | \$ 0.00                | \$ 45,912.27          |
| NEW PARK DEVELOPMENT          | \$ 0.00                 | \$ 0.00                | 0.00%         | \$ 0.00                 | \$ 0.00                | \$ 0.00               |
| NEW CEMETERY DEVELOPMENT      | \$ 160,000.00           | \$ 5,461.05            | 3.41%         | \$ 154,538.95           | \$ 879.20              | \$ 4,581.85           |
| 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)          | \$ 17,175.00            | \$ 1,394.95            | 8.12%         | \$ 15,780.05            | \$ 1,241.42            | \$ 153.53             |
| BUILDING INSPECTION           | \$ 142,873.00           | \$ 59,992.59           | 41.99%        | \$ 82,880.41            | \$ 78,168.38           | -\$ 18,175.79         |
| FIRE (LESS DONATIONS)         | \$ 186,989.00           | \$ 122,219.57          | 65.36%        | \$ 64,769.43            | \$ 102,301.25          | \$ 19,918.32          |
| FIRE DONATIONS                | \$ 100,000.00           | \$ 0.00                | 0.00%         | \$ 100,000.00           | \$ 0.00                | \$ 0.00               |
| FIRE EQUIPMENT SINKING FUND   | \$ 250,000.00           | \$ 248,089.95          | 99.24%        | \$ 1,910.05             | \$ 0.00                | \$ 248,089.95         |
| TREE BOARD                    | \$ 21,651.00            | \$ 235.00              | 1.09%         | \$ 21,416.00            | \$ 455.50              | -\$ 220.50            |
| PLANNING COMMISSION           | \$ 43,630.00            | \$ 20,633.41           | 47.29%        | \$ 22,996.59            | \$ 20,223.35           | \$ 410.06             |
| DOWDING POOL (LESS DONATIONS) | \$ 224,757.00           | \$ 57,031.02           | 25.37%        | \$ 167,725.98           | \$ 20,168.57           | \$ 36,862.45          |
| POOL DONATIONS                | \$ 0.00                 | \$ 0.00                | 0.00%         | \$ 0.00                 | \$ 0.00                | \$ 0.00               |
| CONCESSION STAND              | \$ 0.00                 | \$ 0.00                | 0.00%         | \$ 0.00                 | \$ 0.00                | \$ 0.00               |
| SWIMMING LESSONS              | \$ 18,109.00            | \$ 0.00                | 0.00%         | \$ 18,109.00            | \$ 0.00                | \$ 0.00               |
| RECREATION                    | \$ 561,239.00           | \$ 79,736.07           | 14.21%        | \$ 481,502.93           | \$ 95,435.06           | -\$ 15,698.99         |
| SENIOR CENTER                 | \$ 126,563.00           | \$ 63,174.87           | 49.92%        | \$ 63,388.13            | \$ 52,262.79           | \$ 10,912.08          |
| SENIOR SHUTTLE                | \$ 3,415.00             | \$ 1,711.82            | 50.13%        | \$ 1,703.18             | \$ 1,101.30            | \$ 610.52             |
| RECYCLING                     | \$ 19,773.00            | \$ 7,001.17            | 35.41%        | \$ 12,771.83            | \$ 12,419.19           | -\$ 5,418.02          |
| ECONOMIC DEVELOPMENT          | \$ 3,867.00             | \$ 13,059.20           | 337.71%       | -\$ 9,192.20            | \$ 15,111.65           | -\$ 2,052.45          |
| TAX INCREMENT FINANCING       | \$ 10,979,761.00        | \$ 80,748.06           | 0.74%         | \$ 10,899,012.94        | \$ 864,444.27          | -\$ 783,696.21        |
| <b>TOTAL BUDGET</b>           | <b>\$ 35,539,809.00</b> | <b>\$ 3,477,050.65</b> |               | <b>\$ 26,918,012.32</b> | <b>\$ 4,295,449.06</b> | <b>-\$ 818,398.41</b> |

**City of Seward Treasurer**

**Securities Pledged at The Jones National Bank & Trust Company**

| Account Number | Long Account Description       | Current Par Value | Original Coupon Rate | Original Maturity Date | Current Book Value | Safekeep Receipt Number | Source Name   | Market Value          |
|----------------|--------------------------------|-------------------|----------------------|------------------------|--------------------|-------------------------|---------------|-----------------------|
| 155            | GOEHNER NE                     | \$10,000.00       | 4.2500%              | 07/15/2016             | \$10,000.00        | 365006860               | COMMERCE BANK | \$10,023.40           |
| 385            | FHLMC (AFS)                    | \$1,000,000.00    | 1.2500%              | 05/12/2017             | \$1,005,680.27     | 60027094                | COMMERCE BANK | \$1,006,150.00        |
| 156            | GOEHNER NE                     | \$10,000.00       | 4.3000%              | 07/15/2017             | \$10,000.00        | 365006861               | COMMERCE BANK | \$10,023.00           |
| 281            | WEST POINT NE CTFS OF PARTIC   | \$100,000.00      | 4.2500%              | 11/01/2017             | \$100,000.00       | 365007602               | COMMERCE BANK | \$100,190.00          |
| 361            | FFCB (AFS)                     | \$1,000,000.00    | 0.9300%              | 04/26/2018             | \$1,000,807.11     | 528004571               | COMMERCE BANK | \$1,000,080.00        |
| 157            | GOEHNER NE                     | \$15,000.00       | 4.3500%              | 07/15/2018             | \$15,000.00        | 365006862               | COMMERCE BANK | \$15,034.95           |
| 430            | FNMA (AFS)                     | \$1,000,000.00    | 1.6250%              | 11/27/2018             | \$1,002,165.38     | 60027564                | COMMERCE BANK | \$1,019,830.00        |
| 403            | FHLB (AFS)                     | \$1,000,000.00    | 1.3000%              | 10/29/2019             | \$1,000,000.00     | 401001463               | COMMERCE BANK | \$1,002,040.00        |
| 482            | SEWARD CO RPPD ELEC SYS REV    | \$160,000.00      | 1.6000%              | 11/15/2019             | \$160,000.00       | 561000719               | COMMERCE BANK | \$161,755.20          |
| 444            | SEWARD CO NE SD#9 GO REF BOND  | \$200,000.00      | 1.4500%              | 12/15/2019             | \$200,000.00       | 548002035               | COMMERCE BANK | \$202,534.00          |
| 389            | FHLMC (AFS)                    | \$1,000,000.00    | 1.6500%              | 03/13/2020             | \$1,000,000.00     | 60027072                | COMMERCE BANK | \$1,017,330.00        |
| 335            | MADISON CO NE SD#2 (NORFOLK)   | \$200,000.00      | 1.8000%              | 12/15/2020             | \$200,000.00       | 528002911               | COMMERCE BANK | \$201,712.00          |
| 338            | SARPY CO SD #37 GO BONDS       | \$195,000.00      | 2.1500%              | 12/01/2021             | \$195,000.00       | 528003135               | COMMERCE BANK | \$196,411.80          |
| 330            | THURSTON NE SD #1, PENDER 2012 | \$155,000.00      | 2.0500%              | 12/15/2021             | \$155,000.00       | 528001710               | COMMERCE BANK | \$156,086.55          |
| 463            | BUFFALO CO NE SD#7 KEARNEY GO  | \$200,000.00      | 2.3500%              | 12/15/2023             | \$200,000.00       | 359001318               | COMMERCE BANK | \$207,022.00          |
| 407            | CLAY CO NE HWY ALLOC GO        | \$200,000.00      | 2.3000%              | 06/15/2024             | \$200,000.00       | 165042481               | COMMERCE BANK | \$202,302.00          |
| 456            | SCOTTSBLUFF COUNTY NE SD #32   | \$250,000.00      | 2.5000%              | 06/15/2024             | \$250,000.00       | 548002441               | COMMERCE BANK | \$255,635.00          |
| 435            | BUFFALO CO NE SD#19-SHELTON NE | \$200,000.00      | 3.1500%              | 12/15/2024             | \$200,000.00       | 548001430               | COMMERCE BANK | \$206,290.00          |
| 302            | FHLMC CMO FHR-3997 LN          | \$328,421.29      | 2.5000%              | 03/15/2040             | \$330,965.42       | 60026304                | COMMERCE BANK | \$334,217.93          |
| <b>Summary</b> |                                |                   |                      |                        |                    |                         |               | <b>\$7,304,667.83</b> |

Fax # (402) 643-6491

Carla Hain

CASH IN BANK = \$6,725,514.74

Apr 1, 2016

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5:30:58 AM

Date: 03/29/16  
Time: 17:39:55  
User: ACCT2

Pledgee Inventory Report  
For 03/31/16

Report#: P010  
Version:  
Page#: 1

Institution: 052 (The Cattle National Bank)

| Pledge-Tx#<br>Portfolio | Total Par<br>Total Deposits | Maturity<br>Settle   | Trans#<br>Sloc | CUSIP<br>Receipt# | P l e d g e d I n v e n t o r y           |                      |                    | TTL<br>FFIEC | Pledged Par<br>MBS Face Par | Collateral-Value<br>Market-Value |
|-------------------------|-----------------------------|----------------------|----------------|-------------------|---|----------------------|--------------------|--------------|-----------------------------|----------------------------------|
|                         |                             |                      |                |                   | Rate/Div                                  | Security Description | Maturity<br>Issued |              |                             |                                  |
| CITY OF SEWARD (CITY)   |                             |                      |                |                   |   |                      |                    |              |                             |                                  |
| 0005220028<br>1         | 2,405.62                    | 12/01/18<br>03/24/03 | DAD            | 31371HCF3         | FNMA - Pool#: 252170<br>6.50000           | 12/01/2018           | 11/01/98           | Y            | 2,405.62<br>500,000.00      | 2,765.74<br>2,752.71             |
| 0005220029<br>1         | 4,176.63                    | 02/01/26<br>03/24/03 | DAD            | 31375HAP9         | FNMA ARM - Pool#: 334914<br>2.55500       | 02/01/2026           | 01/01/96           | Y            | 4,176.63<br>1,000,000.00    | 4,362.58<br>4,353.69             |
| 0005220030<br>1         | 4,975.32                    | 04/01/19<br>03/25/03 | DAD            | 31363ARX3         | FNMA ARM - Pool#: 083302<br>3.97100       | 04/01/2019           | 10/01/89           | Y            | 4,975.32<br>3,500,000.00    | 5,177.76<br>5,161.30             |
| 0310240054<br>1         | 9,894.77                    | 10/01/22<br>10/24/03 | DAD            | 31335HUG6         | FHLMC - Pool#: C90583<br>6.00000          | 10/01/2022           | 10/01/02           | Y            | 9,894.77<br>700,000.00      | 11,250.45<br>11,200.98           |
| 0807240220<br>1         | 6,166.61                    | 04/01/17<br>07/24/08 | DAD            | 31371NCT0         | FNMA - Pool#: 256682<br>5.50000           | 04/01/2017           | 03/01/07           | Y            | 6,166.61<br>500,000.00      | 6,289.25<br>6,260.99             |
| 0807240221<br>1         | 30,243.85                   | 06/01/24<br>07/24/08 | DAD            | 31371LQY8         | FNMA - Pool#: 255271<br>5.00000           | 06/01/2024           | 05/01/04           | Y            | 30,243.85<br>500,000.00     | 33,500.36<br>33,374.34           |
| 0807240222<br>1         | 18,833.32                   | 04/01/18<br>07/24/08 | DAD            | 31390UMM5         | FNMA - Pool#: 656564<br>5.00000           | 04/01/2018           | 04/01/03           | Y            | 18,833.32<br>1,000,000.00   | 19,520.99<br>19,442.52           |
| 0909220085<br>1         | 34,212.81                   | 10/01/20<br>09/22/09 | DAD            | 31407T2J8         | FNMA - Pool#: 840577<br>5.00000           | 10/01/2020           | 10/01/05           | Y            | 34,212.81<br>545,000.00     | 36,079.40<br>35,936.85           |
| 0909220086<br>1         | 33,174.70                   | 05/01/19<br>09/22/09 | DAD            | 31402C5E8         | FNMA - Pool#: 725445<br>4.50000           | 05/01/2019           | 04/01/04           | Y            | 33,174.70<br>925,000.00     | 34,502.15<br>34,377.74           |
| 1004230111<br>1         | 8,213.64                    | 04/01/18<br>04/23/10 | DAD            | 31283KTH1         | FHLMC - Pool#: G11452<br>6.50000          | 04/01/2018           | 09/01/03           | Y            | 8,213.64<br>2,000,000.00    | 8,421.24<br>8,376.75             |
| 1005210487<br>1         | 100,000.00                  | 02/01/26<br>05/21/10 | DAD            | 68189TBA3         | OMAHA NEB SPL OBLIG<br>6.40000            | 02/01/2026           | 03/25/08           | Y            | 100,000.00<br>0.00          | 118,930.67<br>117,864.00         |
| 1104270112<br>1         | 5,530.62                    | 09/01/17<br>04/27/11 | DAD            | 31410KNK6         | FNMA - Pool#: 889694<br>6.50000           | 09/01/2017           | 06/01/08           | Y            | 5,530.62<br>180,000.00      | 5,676.16<br>5,646.20             |
| 1108240265<br>1         | 120,000.00                  | 09/15/16<br>08/24/11 | DAD            | 226490AE0         | CRETE NEB<br>1.85000                      | 09/15/2016           | 06/28/11           | Y            | 120,000.00<br>0.00          | 120,359.07<br>120,260.40         |
| 1108240266<br>1         | 250,000.00                  | 12/15/19<br>08/24/11 | DAD            | 803770MB9         | SARPY CNTY NEB SCH DIST NO 037<br>3.35000 | 12/15/2019           | 03/11/11           | Y            | 250,000.00<br>0.00          | 252,790.97<br>250,325.00         |
| 1110240559<br>1         | 100,000.00                  | 06/01/23<br>10/24/11 | DAD            | 486800CA1         | KEARNEY CNTY NEB<br>3.65000               | 06/01/2023           | 06/15/11           | Y            | 100,000.00<br>0.00          | 101,918.67<br>100,702.00         |
| 1110240562<br>1         | 240,000.00                  | 12/15/21<br>10/24/11 | DAD            | 433605AK8         | HITCHCOCK CNTY NEB<br>3.05000             | 12/15/2021           | 07/27/11           | Y            | 240,000.00<br>0.00          | 244,286.53<br>242,131.20         |
| 1202270145<br>1         | 75,000.00                   | 08/01/24<br>02/27/12 | DAD            | 357406DJ3         | FREMONT NE<br>3.15000                     | 08/01/2024           | 10/04/11           | Y            | 75,000.00<br>0.00           | 75,871.50<br>75,477.75           |
| 1204240052<br>1         | 150,000.00                  | 12/15/25<br>04/24/12 | DAD            | 803770NS1         | SARPY CNTY NE SCH DIST #37<br>2.45000     | 12/15/2025           | 03/22/12           | Y            | 150,000.00<br>0.00          | 151,566.58<br>150,484.50         |
| 1206220440<br>1         | 200,000.00                  | 12/15/25<br>06/22/12 | DAD            | 93811RBD5         | WASHINGTON CNTY NE SCD #24<br>2.95000     | 12/15/2025           | 05/16/12           | Y            | 200,000.00<br>0.00          | 203,143.22<br>201,406.00         |
| 1209210358<br>1         | 55,000.00                   | 10/15/23<br>09/21/12 | DAD            | 428826AM3         | HICKMAN NE COMB UTIL REV<br>2.75000       | 10/15/2023           | 05/01/12           | Y            | 55,000.00<br>0.00           | 56,035.13<br>55,337.70           |
| 1209210359<br>1         | 140,000.00                  | 08/01/26<br>09/21/12 | DAD            | 854746DB7         | STANTON CNTY NE PUB PWR DIST<br>2.75000   | 08/01/2026           | 03/29/12           | Y            | 140,000.00<br>0.00          | 141,690.27<br>141,048.60         |
| 1210260189<br>1         | 125,000.00                  | 11/15/20<br>10/26/12 | DAD            | 259260BC0         | DOUGLAS CNTY NE SANTN & IMPT<br>3.30000   | 11/15/2020           | 11/15/11           | Y            | 125,000.00<br>0.00          | 128,750.83<br>127,192.50         |
| 1210260190<br>1         | 150,000.00                  | 12/15/22<br>10/26/12 | DAD            | 259353DQ0         | DOUGLAS CNTY NEB SCH DIST 059<br>3.60000  | 12/15/2022           | 05/12/11           | Y            | 150,000.00<br>0.00          | 152,028.00<br>150,438.00         |
| 1210260194<br>1         | 250,000.00                  | 09/01/16<br>10/26/12 | DAD            | 67868UBV4         | OKLAHOMEA CNTY OK FIN AUTH<br>5.84000     | 09/01/2016           | 07/14/09           | Y            | 250,000.00<br>0.00          | 256,116.67<br>254,900.00         |
| 1301240229<br>1         | 200,000.00                  | 06/15/23<br>01/24/13 | DAD            | 88609PCW2         | THURSTON CNTY NE SCD #16<br>3.70000       | 06/15/2023           | 09/27/12           | Y            | 200,000.00<br>0.00          | 203,762.89<br>201,584.00         |
| 1301240230<br>1         | 200,000.00                  | 10/01/23<br>01/24/13 | DAD            | 259344AU3         | DOUGLAS CNTY NE SAN & IMPT<br>3.25000     | 10/01/2023           | 10/01/12           | Y            | 200,000.00<br>0.00          | 204,862.00<br>201,612.00         |



Date: 03/29/16  
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Pledgee Inventory Report  
For 03/31/16

Report#: P010  
Version:  
Page#: 2

Institution: 052 (The Cattle National Bank)

| Pledge-Tx#<br>Portfolio | Total Par<br>Total Deposits | Maturity<br>Settle   | Trans#<br>Sloc | CUSIP<br>Receipt# | P l e d g e d I n v e n t o r y           |                         |          | TTL<br>FFIEC | Pledged Par<br>MBS Face Par | Collateral-Value<br>Market-Value |
|-------------------------|-----------------------------|----------------------|----------------|-------------------|---|-------------------------|----------|--------------|-----------------------------|----------------------------------|
|                         |                             |                      |                |                   | Security<br>Rate/Div                      | Description<br>Maturity | Issued   |              |                             |                                  |
| CITY OF SEWARD (CITY)   |                             |                      |                |                   |   |                         |          |              |                             |                                  |
| 1301240231<br>1         | 200,000.00                  | 10/15/23<br>01/24/13 | DAD            | 80376DCN7         | SARPY CNTY NE SAN & IMPT DIST<br>3.25000  | 10/15/2023              | 10/15/12 | Y            | 200,000.00<br>0.00          | 205,541.22<br>202,544.00         |
| 1304300067<br>1         | 100,000.00                  | 11/15/23<br>04/30/13 | DAD            | 68905FFE4         | OTOE CNTY NE SCH DIST #111<br>2.50000     | 11/15/2023              | 02/15/13 | Y            | 100,000.00<br>0.00          | 101,511.44<br>100,567.00         |
| 1304300068<br>1         | 135,000.00                  | 06/15/27<br>04/30/13 | DAD            | 930583CT4         | WAHOO NE UTILITY REVENUE<br>3.00000       | 06/15/2027              | 03/12/13 | Y            | 135,000.00<br>0.00          | 136,979.55<br>135,787.05         |
| 1305230401<br>1         | 107,272.53                  | 07/01/19<br>05/23/13 | DAD            | 3128MMAD5         | FHLMC - Pool#: G18003<br>5.50000          | 07/01/2019              | 07/01/04 | Y            | 107,272.53<br>3,000,000.00  | 113,363.26<br>112,871.59         |
| 1306210220<br>1         | 150,000.00                  | 12/15/26<br>06/21/13 | DAD            | 397802KH1         | GRETNA NE<br>2.75000                      | 12/15/2026              | 05/31/13 | Y            | 150,000.00<br>0.00          | 152,075.58<br>150,861.00         |
| 1307240271<br>1         | 200,000.00                  | 06/01/25<br>07/24/13 | DAD            | 287742LU2         | ELKHORN NE RURAL PUBLIC PWR<br>2.65000    | 06/01/2025              | 06/27/13 | Y            | 200,000.00<br>0.00          | 203,216.67<br>201,450.00         |
| 1307240272<br>1         | 225,701.54                  | 12/15/26<br>07/24/13 | DAD            | 36176W2B6         | GNMA-I - Pool#: 778670<br>4.00000         | 12/15/2026              | 12/01/11 | Y            | 225,701.54<br>560,000.00    | 237,847.22<br>237,094.88         |
| 1308230267<br>1         | 100,000.00                  | 12/15/25<br>08/23/13 | DAD            | 757045DV8         | RED WILLOW CNTY NE<br>2.65000             | 12/15/2025              | 06/20/13 | Y            | 100,000.00<br>0.00          | 101,934.28<br>101,154.00         |
| 1309230059<br>1         | 189,293.60                  | 07/01/26<br>09/23/13 | DAD            | 3138AMK38         | FNMA - Pool#: AI7513<br>4.50000           | 07/01/2026              | 07/01/11 | Y            | 189,293.60<br>500,000.00    | 202,672.87<br>201,963.02         |
| 1310300064<br>1         | 52,139.42                   | 12/20/20<br>10/30/13 | DAD            | 36241KJN9         | GNMA-II - Pool#: 782069<br>5.50000        | 12/20/2020              | 03/01/06 | Y            | 52,139.42<br>750,000.00     | 55,237.86<br>54,998.89           |
| 1310300067<br>1         | 39,231.04                   | 12/01/17<br>10/30/13 | DAD            | 31391XHQ5         | FNMA - Pool#: 679839<br>5.50000           | 12/01/2017              | 12/01/02 | Y            | 39,231.04<br>2,000,000.00   | 40,370.28<br>40,190.47           |
| 1310300068<br>1         | 58,878.83                   | 03/20/23<br>10/30/13 | DAD            | 36202ERL5         | GNMA-II - Pool#: 004091<br>5.00000        | 03/20/2023              | 03/01/08 | Y            | 58,878.83<br>500,000.00     | 62,224.65<br>61,979.32           |
| 1310300070<br>1         | 105,470.68                  | 08/01/22<br>10/30/13 | DAD            | 31371NJQ9         | FNMA - Pool#: 256871<br>6.50000           | 08/01/2022              | 07/01/07 | Y            | 105,470.68<br>1,100,000.00  | 116,685.62<br>116,114.32         |
| 1406230215<br>1         | 150,000.00                  | 12/15/25<br>06/23/14 | DAD            | 919558KF2         | VLY CNTY NE<br>2.90000                    | 12/15/2025              | 05/28/14 | Y            | 150,000.00<br>0.00          | 153,937.33<br>152,656.50         |
| 1406230216<br>1         | 125,000.00                  | 11/15/27<br>06/23/14 | DAD            | 818474DD7         | SEWARD CNTY NE PUBLIC PWR DIST<br>4.00000 | 11/15/2027              | 08/20/13 | Y            | 125,000.00<br>0.00          | 130,590.14<br>128,701.25         |
| 1406230217<br>1         | 90,000.00                   | 09/01/27<br>06/23/14 | DAD            | 818488FC7         | SEWARD NE WTR SYS REVENUE<br>2.85000      | 09/01/2027              | 03/22/13 | Y            | 90,000.00<br>0.00           | 90,814.95<br>90,601.20           |
| 1406270096<br>1         | 356,272.92                  | 05/15/25<br>06/27/14 | DAD            | 3620ARB59         | GNMA-I - Pool#: 737260<br>3.50000         | 05/15/2025              | 05/01/10 | Y            | 356,272.92<br>1,000,000.00  | 376,662.28<br>375,623.15         |
| 1408220277<br>1         | 77,154.08                   | 06/01/21<br>08/22/14 | DAD            | 3128PVN22         | FHLMC - Pool#: J15809<br>3.00000          | 06/01/2021              | 06/01/11 | Y            | 77,154.08<br>285,000.00     | 80,628.15<br>80,435.26           |
| 1409230158<br>1         | 147,751.34                  | 12/01/24<br>09/23/14 | DAD            | 3128MMLQ4         | FHLMC - Pool#: G18334<br>4.50000          | 12/01/2024              | 12/01/09 | Y            | 147,751.34<br>1,015,000.00  | 158,458.88<br>157,904.81         |
| 1409230162<br>1         | 150,000.00                  | 09/01/26<br>09/23/14 | DAD            | 80378CBS7         | SARPY CNTY NE SAN & IMPT DIST<br>3.50000  | 09/01/2026              | 09/01/14 | Y            | 150,000.00<br>0.00          | 150,581.50<br>150,144.00         |
| 1410240033<br>1         | 233,790.82                  | 03/01/23<br>10/24/14 | DAD            | 31410KAW4         | FNMA - Pool#: 889321<br>4.00000           | 03/01/2023              | 03/01/08 | Y            | 233,790.82<br>2,050,000.00  | 244,410.49<br>243,631.19         |
| 1501020007<br>1         | 127,157.84                  | 11/01/19<br>12/31/14 | DAD            | 3128M1CT4         | FHLMC - Pool#: G11982<br>5.50000          | 11/01/2019              | 04/01/06 | Y            | 127,157.84<br>1,411,036.00  | 134,289.92<br>133,707.11         |
| 1502240073<br>1         | 115,000.00                  | 11/15/24<br>02/24/15 | DAD            | 505318QS7         | LA VISTA NE<br>2.65000                    | 11/15/2024              | 12/31/14 | Y            | 115,000.00<br>0.00          | 117,203.53<br>116,052.25         |
| 1503240262<br>1         | 100,000.00                  | 12/15/24<br>03/24/15 | DAD            | 406036HN6         | HALL CNTY NE SCD #2 GRAND IS<br>2.40000   | 12/15/2024              | 02/09/15 | Y            | 100,000.00<br>0.00          | 101,610.67<br>100,904.00         |
| 1504230191<br>1         | 75,000.00                   | 03/15/22<br>04/23/15 | DAD            | 25930HAU8         | DOUGLAS CNTY NE SAN & IMPT DIS<br>2.40000 | 03/15/2022              | 03/15/15 | Y            | 75,000.00<br>0.00           | 76,427.00<br>76,347.00           |
| 1506190066<br>1         | 233,296.15                  | 02/01/25<br>06/19/15 | DAD            | 3128PQ4E8         | FHLMC - Pool#: J11721<br>4.50000          | 02/01/2025              | 02/01/10 | Y            | 233,296.15<br>1,200,000.00  | 247,291.59<br>246,416.73         |
| 1506190067<br>1         | 100,000.00                  | 05/15/23             |                | 25931KAV8         | DOUGLAS CNTY NE SAN & IMPT                |                         |          | Y            | 100,000.00                  | 101,996.22                       |



Date: 03/29/16  
Time: 17:39:55  
User: ACCT2

Pledgee Inventory Report  
For 03/31/16

Report#: P010  
Version:  
Page#: 3

Institution: 052 (The Cattle National Bank)

| Pledge-Tx#<br>Portfolio | Total Par<br>Total Deposits | Maturity<br>Settle | Trans#<br>Sloc | CUSIP<br>Receipt# | P l e d g e d I n v e n t o r y |                         |                        | Pledged Par<br>MBS Face Par | Collateral-Value<br>Market-Value |
|-------------------------|-----------------------------|--------------------|----------------|-------------------|---------------------------------|-------------------------|------------------------|-----------------------------|----------------------------------|
|                         |                             |                    |                |                   | Security<br>Rate/Div            | Description<br>Maturity | TTL<br>Issued<br>FFIEC |                             |                                  |
| CITY OF SEWARD (CITY)   |                             |                    |                |                   |                                 |                         |                        |                             |                                  |
| 1                       |                             | 06/19/15           | DAD            |                   | 2.60000                         | 05/15/2023              | 05/15/15               | 0.00                        | 101,014.00                       |
| 1508240277              | 90,000.00                   | 05/15/22           |                | 803766BG8         | SARPY CNTY NE SAN & IMPT        |                         | Y                      | 90,000.00                   | 93,404.40                        |
| 1                       |                             | 08/24/15           | DAD            |                   | 2.85000                         | 05/15/2022              | 07/01/15               | 0.00                        | 92,435.40                        |
| 1508240278              | 100,000.00                  | 07/15/27           |                | 25933BCU6         | DOUGLAS CNTY NE SAN & IMPT      |                         | Y                      | 100,000.00                  | 102,014.00                       |
| 1                       |                             | 08/24/15           | DAD            |                   | 3.60000                         | 07/15/2027              | 07/15/15               | 0.00                        | 101,254.00                       |
| 1508240279              | 100,000.00                  | 06/15/26           |                | 199437LA0         | COLUMBUS NE COMB REV            |                         | Y                      | 100,000.00                  | 104,098.53                       |
| 1                       |                             | 08/24/15           | DAD            |                   | 2.87500                         | 06/15/2026              | 07/23/15               | 0.00                        | 103,252.00                       |
| 1510230211              | 205,385.87                  | 07/01/24           |                | 3128PNBR8         | FHLMC - Pool#: J09948           |                         | Y                      | 205,385.87                  | 217,834.12                       |
| 1                       |                             | 10/23/15           | DAD            |                   | 4.00000                         | 07/01/2024              | 06/01/09               | 1,300,000.00                | 217,149.50                       |
| 1510230212              | 318,507.66                  | 03/01/22           |                | 31294MML2         | FHLMC - Pool#: E03063           |                         | Y                      | 318,507.66                  | 332,849.29                       |
| 1                       |                             | 10/23/15           | DAD            |                   | 3.00000                         | 03/01/2022              | 03/01/12               | 1,000,000.00                | 332,053.02                       |
| 1510230213              | 233,762.57                  | 07/01/27           |                | 3138EJLQ9         | FNMA - Pool#: AL2134            |                         | Y                      | 233,762.57                  | 250,537.17                       |
| 1                       |                             | 10/23/15           | DAD            |                   | 4.00000                         | 07/01/2027              | 07/01/12               | 443,000.00                  | 249,757.96                       |
| 1510230214              | 150,000.00                  | 12/01/25           |                | 93811PBV9         | WASHINGTON CNTY NE PUB SAFETY   |                         | Y                      | 150,000.00                  | 151,775.00                       |
| 1                       |                             | 10/23/15           | DAD            |                   | 2.50000                         | 12/01/2025              | 05/14/15               | 0.00                        | 150,525.00                       |
| 1510230215              | 200,000.00                  | 12/15/26           |                | 255689CD1         | DIXON CNTY NE SCD #1            |                         | Y                      | 200,000.00                  | 202,047.67                       |
| 1                       |                             | 10/23/15           | DAD            |                   | 2.55000                         | 12/15/2026              | 02/26/15               | 0.00                        | 200,546.00                       |
| 1510230216              | 100,000.00                  | 09/15/27           |                | 239421JJ0         | DAWSON NEB PUB PWR DIST REV     |                         | Y                      | 100,000.00                  | 102,003.22                       |
| 1                       |                             | 10/23/15           | DAD            |                   | 2.75000                         | 09/15/2027              | 09/17/15               | 0.00                        | 101,881.00                       |
| 1510230217              | 100,000.00                  | 12/01/23           |                | 231868NU0         | CUSTER NE PUBLIC PWR DIST       |                         | Y                      | 100,000.00                  | 102,325.00                       |
| 1                       |                             | 10/23/15           | DAD            |                   | 2.55000                         | 12/01/2023              | 08/27/15               | 0.00                        | 101,475.00                       |
| 1510230220              | 105,000.00                  | 02/15/27           |                | 80378YBC4         | SARPY CNTY NE SAN & IMPT DIST   |                         | Y                      | 105,000.00                  | 108,582.02                       |
| 1                       |                             | 10/23/15           | DAD            |                   | 4.30000                         | 02/15/2027              | 02/15/14               | 0.00                        | 108,005.10                       |
| 1601040172              | 100,000.00                  | 11/01/26           |                | 25931QBD4         | DOUGLAS CNTY NE SAN & IMPT      |                         | Y                      | 100,000.00                  | 102,334.67                       |
| 1                       |                             | 12/31/15           | DAD            |                   | 3.20000                         | 11/01/2026              | 12/01/15               | 0.00                        | 101,268.00                       |
| 1601040173              | 100,000.00                  | 12/15/29           |                | 803760EJ2         | SARPY CNTY NE SAN & IMPT DIST   |                         | Y                      | 100,000.00                  | 103,429.72                       |
| 1                       |                             | 12/31/15           | DAD            |                   | 3.65000                         | 12/15/2029              | 12/15/15               | 0.00                        | 102,355.00                       |
| 1602190099              | 170,807.10                  | 10/12/16           |                | 31335HYR8         | FHLMC - Pool#: C90720           |                         | Y                      | 170,807.10                  | 190,372.76                       |
| 1                       |                             | 02/19/16           | DAD            |                   | 5.50000                         | 10/01/2023              | 10/01/03               | 3,250,000.00                | 189,589.89                       |
| 1602190100              | 100,000.00                  | 07/15/26           |                | 25928FBA9         | DOUGLAS CNTY NE SAN & IMPT      |                         | Y                      | 100,000.00                  | 101,899.00                       |
| 1                       |                             | 02/19/16           | DAD            |                   | 3.15000                         | 07/15/2026              | 01/15/16               | 0.00                        | 101,234.00                       |
| 1602190101              | 100,000.00                  | 12/25/27           |                | 487571FT3         | KEITH CNTY NE SCD #1            |                         | Y                      | 100,000.00                  | 102,459.08                       |
| 1                       |                             | 02/19/16           | DAD            |                   | 2.95000                         | 12/25/2027              | 12/28/15               | 0.00                        | 101,697.00                       |
| 1602190102              | 100,000.00                  | 06/15/29           |                | 943781BN3         | WAVERLY NE COMB UTIL REV        |                         | Y                      | 100,000.00                  | 102,007.39                       |
| 1                       |                             | 02/19/16           | DAD            |                   | 3.10000                         | 06/15/2029              | 01/20/16               | 0.00                        | 101,396.00                       |
| 1603240080              | 155,000.00                  | 08/01/28           |                | 854746DX9         | STANTON CNTY NE PUB PWR DIST    |                         | Y                      | 155,000.00                  | 155,318.40                       |
| 1                       |                             | 03/24/16           | DAD            |                   | 2.55000                         | 08/01/2028              | 03/02/16               | 0.00                        | 155,000.00                       |
| 1603240081              | 50,000.00                   | 02/15/24           |                | 25930VCD3         | DOUGLAS CNTY NE SAN & IMPT      |                         | Y                      | 50,000.00                   | 50,106.25                        |
| 1                       |                             | 03/24/16           | DAD            |                   | 2.55000                         | 02/15/2024              | 03/01/16               | 0.00                        | 50,000.00                        |
| 9603250298              | 15,963.22                   | 02/15/21           |                | 3129045E1         | FHLMC SERIES 1041 CLASS E       |                         | Y                      | 15,963.22                   | 16,227.57                        |
| 1                       |                             | 03/31/96           | DAD            |                   | 1.38620                         | 02/15/2021              | 02/15/91               | 6,347,836.00                | 16,217.74                        |
| Pledgee:                | 8,850,665.10                |                    |                |                   |                                 |                         |                        | 8,850,665.10                | 9,165,847.49                     |
| Totals :                | 1.00                        |                    |                |                   |                                 |                         |                        | 39,061,872.00               | 9,106,453.32                     |

CASH IN BANK = \$9,204,406.31

PLUS \$250,000 FDIC INSURANCE

st : 000  
Port: BAS/6000-004 19.02.5  
stem: 03/31/16 17:04

SECURITIES PORTFOLIO ANALYSIS  
BOND ACCOUNTING SYSTEM  
PLEDGED ACCOUNTS

Page: 14  
Run Date: 03/31/16  
Processed thru: 03/31/16

EDGED TO: 37 CITY OF SEWARD

| ACCOUNT<br>DESCRIPTION    | CUSIP NUMBER | CL         | MATURITY<br>DATE | PAR VALUE | COUPON<br>RATE | BOOK VALUE    | MARKET VALUE<br>PLEDGED VALUE | -----PLEDGE INFORMATION-----<br>PRP DATE EXPIRES | AMOUNT     |
|---------------------------|--------------|------------|------------------|-----------|----------------|---------------|-------------------------------|--|------------|
| 1480 912828C24<br>T NOTES | 01           | 02/28/2019 | 10000,000.00     | 1.5000    | 9,958,110.31   | 10,180,000.00 | 111,980.00                    | 1 03/27/14 02/28/19                              | 110,000.00 |

|              |        |   |              |        |              |               |            |  |            |
|--------------|--------|---|--------------|--------|--------------|---------------|------------|--|------------|
| ** TOTALS ** | NUMBER | 1 | 10000,000.00 | 1.5000 | 9,958,110.31 | 10,180,000.00 | 111,980.00 |  | 110,000.00 |
|--------------|--------|---|--------------|--------|--------------|---------------|------------|--|------------|

-----SAFEKEEPING-----  
1200 WELLS FARGO

**CURRENT YEAR: March 2016**

| Permits        | Quantity  | Permit Fee         | Valuation            |
|----------------|-----------|--------------------|----------------------|
| NEW CONST.     | 4         | \$ 2,518.68        | \$ 830,968.79        |
| REMODEL/ADDIT. | 2         | \$ 50.00           | \$ -                 |
| ACCESSORY      | 20        | \$ 700.00          | \$ -                 |
| ELECTRIC       | 5         | \$ 287.75          | \$ -                 |
| PLUMBING       | 19        | \$ 610.00          | \$ -                 |
| MECHANICAL     | 6         | \$ 270.00          | \$ -                 |
| SEWER TAP      | 0         | \$ -               | \$ -                 |
| WATER TAP      | 0         | \$ -               | \$ -                 |
| TEMP. ELEC.    | 0         | \$ -               | \$ -                 |
| ELECTRIC SER.  | 0         | \$ -               | \$ -                 |
| <b>TOTALS</b>  | <b>56</b> | <b>\$ 4,436.43</b> | <b>\$ 830,968.79</b> |

**YEAR TO DATE January to December 2016**

| Permits        | Quantity  | Permit Fee          | Valuation              |
|----------------|-----------|---------------------|------------------------|
| NEW CONST.     | 8         | \$ 4,380.68         | \$ 1,511,703.79        |
| REMODEL/ADDIT. | 8         | \$ 441.00           | \$ 73,750.00           |
| ACCESSORY      | 26        | \$ 10,925.00        | \$ 419.50              |
| ELECTRIC       | 12        | \$ 474.50           | \$ -                   |
| PLUMBING       | 21        | \$ 705.00           | \$ -                   |
| MECHANICAL     | 10        | \$ 700.00           | \$ -                   |
| SEWER TAP      | 0         | \$ -                | \$ -                   |
| WATER TAP      | 0         | \$ -                | \$ -                   |
| TEMP. ELEC.    | 0         | \$ -                | \$ -                   |
| ELECTRIC SER.  | 0         | \$ -                | \$ -                   |
| <b>TOTALS</b>  | <b>85</b> | <b>\$ 17,626.18</b> | <b>\$ 1,585,873.29</b> |

**FISCAL YEAR: Oct. 2015 to Sept. 2016**

| Permits        | Quantity   | Permit Fee          | Valuation       |
|----------------|------------|---------------------|-----------------|
| NEW CONST.     | 12         | \$ 6,223.08         | \$ 2,229,586.79 |
| REMODEL/ADDIT. | 22         | \$ 1,768.65         | \$ 369,820.00   |
| ACCESSORY      | 47         | \$ 61,235.00        | \$ 6,857.25     |
| ELECTRIC       | 32         | \$ 2,280.25         | \$ -            |
| PLUMBING       | 31         | \$ 1,618.00         | \$ -            |
| MECHANICAL     | 19         | \$ 1,516.00         | \$ -            |
| SEWER TAP      | 1          | \$ 250.00           | \$ -            |
| WATER TAP      | 1          | \$ 820.00           | \$ -            |
| TEMP. ELEC.    | 1          | \$ 50.00            | \$ -            |
| ELECTRIC SER.  | 1          | \$ 200.00           | \$ -            |
| <b>TOTALS</b>  | <b>167</b> | <b>\$ 75,960.98</b> | <b>\$ -</b>     |

**LAST YEAR: March 2015**

| Permits        | Quantity  | Permit Fee         | Valuation            |
|----------------|-----------|--------------------|----------------------|
| NEW CONST.     | 2         | \$ 1,352.40        | \$ 473,693.18        |
| REMODEL/ADDIT. | 28        | \$ 771.00          | \$ 217,525.00        |
| ACCESSORY      | 10        | \$ 493.75          | \$ 31,316.00         |
| ELECTRIC       | 4         | \$ 222.75          | \$ -                 |
| PLUMBING       | 7         | \$ 290.00          | \$ -                 |
| MECHANICAL     | 4         | \$ 195.00          | \$ -                 |
| SEWER TAP      | 3         | \$ 750.00          | \$ -                 |
| WATER TAP      | 3         | \$ 2,460.00        | \$ -                 |
| TEMP. ELEC.    | 2         | \$ 100.00          | \$ -                 |
| ELECTRIC SER.  | 2         | \$ 400.00          | \$ -                 |
| <b>TOTALS</b>  | <b>65</b> | <b>\$ 7,034.90</b> | <b>\$ 722,534.18</b> |

**YEAR TO DATE January to December 2015**

| Permits        | Quantity   | Permit Fee          | Valuation              |
|----------------|------------|---------------------|------------------------|
| NEW CONST.     | 4          | \$ 2,476.00         | \$ 844,037.56          |
| REMODEL/ADDIT. | 33         | \$ 1,135.95         | \$ 286,075.00          |
| ACCESSORY      | 44         | \$ 8,283.25         | \$ 385,812.00          |
| ELECTRIC       | 21         | \$ 1,221.75         | \$ -                   |
| PLUMBING       | 15         | \$ 615.00           | \$ -                   |
| MECHANICAL     | 7          | \$ 320.00           | \$ -                   |
| SEWER TAP      | 5          | \$ 1,250.00         | \$ -                   |
| WATER TAP      | 5          | \$ 4,100.00         | \$ -                   |
| TEMP. ELEC.    | 4          | \$ 200.00           | \$ -                   |
| ELECTRIC SER.  | 4          | \$ 800.00           | \$ -                   |
| <b>TOTALS</b>  | <b>142</b> | <b>\$ 20,401.95</b> | <b>\$ 1,515,924.56</b> |

**FISCAL YEAR: Oct. 2014 to Sept. 2015**

| Permits        | Quantity   | Permit Fee           | Valuation              |
|----------------|------------|----------------------|------------------------|
| NEW CONST.     | 13         | \$ 7,020.20          | \$ 2,230,337.36        |
| REMODEL/ADDIT. | 55         | \$ 367,574.95        | \$ 488,067.00          |
| ACCESSORY      | 78         | \$ 300,867.00        | \$ 567,081.25          |
| ELECTRIC       | 45         | \$ 2,828.50          | \$ -                   |
| PLUMBING       | 41         | \$ 2,457.00          | \$ -                   |
| MECHANICAL     | 26         | \$ 2,568.00          | \$ -                   |
| SEWER TAP      | 22         | \$ 5,500.00          | \$ -                   |
| WATER TAP      | 22         | \$ 16,425.00         | \$ -                   |
| TEMP. ELEC.    | 22         | \$ 1,100.00          | \$ -                   |
| ELECTRIC SER.  | 22         | \$ 4,400.00          | \$ -                   |
| <b>TOTALS</b>  | <b>346</b> | <b>\$ 710,740.65</b> | <b>\$ 3,285,485.61</b> |

**SEWARD POLICE DEPARTMENT  
MARCH 2016 MONTHLY REPORT**

|                 |     |
|-----------------|-----|
| ARRESTS         | 26  |
| CITATIONS       | 32  |
| PARKING TICKETS | 10  |
| WARNINGS        | 160 |

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

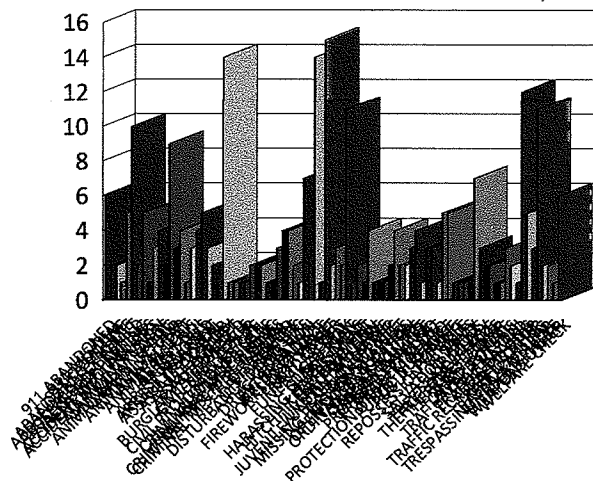
The Seward County Communication Center collects the numbers used to create the attached statistics summary.

## Calls Statistics by Type Details

3/1/2016 - 3/31/2016

00:00:00 - 09:17:48

Agency - SPD



|  |   |  |  |   |
|--|---|--|--|---|
| <input checked="" type="checkbox"/> 911 ABANDONED        | <input checked="" type="checkbox"/> 911 MIS-DIAL              | <input type="checkbox"/> 911 OPEN LINE                       | <input checked="" type="checkbox"/> ABANDONED VEHICLE        | <input checked="" type="checkbox"/> ABUSE/NEGLECT ADULT   |
| <input checked="" type="checkbox"/> ABUSE/NEGLECT CHILD  | <input checked="" type="checkbox"/> ACCIDENT PARKING          | <input checked="" type="checkbox"/> ACCIDENT W/O INJURIES    | <input checked="" type="checkbox"/> ACCIDENT WITH INJURIES   | <input checked="" type="checkbox"/> ALARM INTRUSION       |
| <input checked="" type="checkbox"/> ANIMAL AT LARGE      | <input checked="" type="checkbox"/> ANIMAL BARKING DOG        | <input checked="" type="checkbox"/> ANIMAL FOUND             | <input checked="" type="checkbox"/> ANIMAL LIVE TRAP         | <input checked="" type="checkbox"/> ANIMAL LOST           |
| <input checked="" type="checkbox"/> ANIMAL VIOGUS        | <input type="checkbox"/> ARREST DUI                           | <input checked="" type="checkbox"/> ARREST DUS               | <input checked="" type="checkbox"/> ARREST REVOKED           | <input type="checkbox"/> ARREST WARRANT                   |
| <input checked="" type="checkbox"/> ASSAULT PHYSICAL     | <input checked="" type="checkbox"/> ASSAULT-OTHER             | <input type="checkbox"/> ASSIST AGENCY                       | <input checked="" type="checkbox"/> AUTO THEFT               | <input checked="" type="checkbox"/> BURGLARY ATTEMPTED    |
| <input checked="" type="checkbox"/> CIVIL KEEP PEACE     | <input checked="" type="checkbox"/> CIVIL OTHER               | <input checked="" type="checkbox"/> CIVIL PROPERTY DISPUTE   | <input checked="" type="checkbox"/> CORONER CALL             | <input checked="" type="checkbox"/> CRIMINAL MISC PRIVATE |
| <input checked="" type="checkbox"/> CRIMINAL MISC PUBLIC | <input checked="" type="checkbox"/> CRIMINAL MISCHIEF BUSINES | <input checked="" type="checkbox"/> CRIMINAL MISCHIEF VANDAL | <input checked="" type="checkbox"/> DISREGARD                | <input type="checkbox"/> DISTURBANCE                      |
| <input checked="" type="checkbox"/> DISTURBANCE DOMESTIC | <input type="checkbox"/> DOGS BITE                            | <input checked="" type="checkbox"/> DRUG VIOLATION           | <input checked="" type="checkbox"/> EXTRA PATROL             | <input type="checkbox"/> FIELD CONTACT                    |
| <input checked="" type="checkbox"/> FIREWORKS DISCHARGE  | <input checked="" type="checkbox"/> FIX IT TICKET             | <input type="checkbox"/> FRAUD OTHER                         | <input checked="" type="checkbox"/> FUNERAL ESCORT           | <input checked="" type="checkbox"/> GAS LEAK              |
| <input checked="" type="checkbox"/> GUN PERMIT           | <input checked="" type="checkbox"/> HARASSING PHONE CALLS     | <input checked="" type="checkbox"/> HARASSMENT               | <input checked="" type="checkbox"/> HITCHHIKER/TRANSIENT     | <input type="checkbox"/> INFORMATION                      |
| <input checked="" type="checkbox"/> JUVENILE WELFARE     | <input checked="" type="checkbox"/> JUVENILE/UNCONTROLLABLE   | <input checked="" type="checkbox"/> LIQUOR MIP               | <input checked="" type="checkbox"/> MISSING PERSON JUVENILE  | <input checked="" type="checkbox"/> MOTORIST ASSIST       |
| <input checked="" type="checkbox"/> OPEN DOOR BUSINESS   | <input type="checkbox"/> ORDINANCE VIOLATION                  | <input checked="" type="checkbox"/> OTHER CALL TYPE          | <input checked="" type="checkbox"/> PROBATION PBT            | <input type="checkbox"/> PROPERTY DAMAGE                  |
| <input checked="" type="checkbox"/> PROPERTY FOUND       | <input checked="" type="checkbox"/> PROPERTY LOST             | <input type="checkbox"/> PROTECTION ORDER VIOLATIO           | <input checked="" type="checkbox"/> PUBLIC NUISANCE          | <input checked="" type="checkbox"/> PUBLIC SERVICE        |
| <input checked="" type="checkbox"/> PURSUIT              | <input checked="" type="checkbox"/> REPOSSESSION VEHICLE      | <input checked="" type="checkbox"/> SALES                    | <input checked="" type="checkbox"/> SALVATION ARMY           | <input type="checkbox"/> SUSPICIOUS                       |
| <input checked="" type="checkbox"/> THEFT FAIL TO PAY    | <input checked="" type="checkbox"/> THEFT FROM VEHICLE        | <input checked="" type="checkbox"/> THEFT RESIDENCE          | <input checked="" type="checkbox"/> THEFT-OTHER              | <input checked="" type="checkbox"/> TOWED VEHICLE         |
| <input checked="" type="checkbox"/> TRAF HAZARD DEBRIS   | <input type="checkbox"/> TRAFFIC - DUI                        | <input checked="" type="checkbox"/> TRAFFIC HAZARD           | <input checked="" type="checkbox"/> TRAFFIC RECKLESS DRIVING | <input type="checkbox"/> TRAFFIC STOP                     |
| <input checked="" type="checkbox"/> TRAFFIC-OTHER        | <input checked="" type="checkbox"/> TRAFFIC-PARKING           | <input type="checkbox"/> TRESPASSING PRIVATE PROP            | <input checked="" type="checkbox"/> UNLOCK VEHICLE           | <input checked="" type="checkbox"/> WEAPONS OTHER         |
| <input checked="" type="checkbox"/> WELFARE CHECK        |   |  |  |   |

| Call ID   | Received            | Dispatched | Arrived  | Cleared  | Agency | Description              |
|-----------|---------------------|------------|----------|----------|--------|--------------------------|
| SPD052131 | 03/01/2016 02:08:34 | 02:09:26   | 02:09:27 | 11:22:09 | SPD    | PURSUIT                  |
| SPD052132 | 03/01/2016 02:25:09 |            |          | 04:42:57 | SPD    | OTHER CALL TYPE          |
| SPD052133 | 03/01/2016 10:10:15 | 10:46:19   | 11:29:16 | 11:28:37 | SPD    | ANIMAL LIVE TRAP         |
| SPD052134 | 03/01/2016 13:11:14 | 13:16:25   | 13:16:29 | 13:22:33 | SPD    | PROBATION PBT            |
| SPD052135 | 03/01/2016 14:02:52 | 14:04:36   |          | 14:06:59 | SPD    | 911 MIS-DIAL             |
| SPD052136 | 03/01/2016 14:14:41 | 14:31:24   | 14:31:25 | 14:31:43 | SPD    | PUBLIC SERVICE           |
| SPD052137 | 03/01/2016 15:07:21 | 15:27:34   | 15:27:36 | 15:35:49 | SPD    | CIVIL OTHER              |
| SPD052138 | 03/01/2016 16:14:11 | 16:19:31   | 16:36:51 | 16:48:24 | SPD    | ASSIST AGENCY            |
| SPD052139 | 03/01/2016 22:46:26 | 22:47:02   | 22:48:19 | 00:40:25 | SPD    | DISTURBANCE DOMESTIC     |
| SPD052140 | 03/02/2016 11:24:00 | 11:24:55   | 11:24:59 | 11:43:42 | SPD    | CIVIL KEEP PEACE         |
| SPD052141 | 03/02/2016 11:54:29 | 12:00:28   | 12:06:09 | 12:42:13 | SPD    | TRAFFIC - DUI            |
| SPD052142 | 03/02/2016 12:49:56 | 12:54:02   | 12:54:03 | 13:45:45 | SPD    | ACCIDENT W/O INJURIES    |
| SPD052143 | 03/02/2016 13:20:30 | 13:21:52   | 13:21:55 | 13:21:59 | SPD    | PROBATION PBT            |
| SPD052144 | 03/02/2016 13:34:27 | 13:42:00   |          | 13:45:12 | SPD    | 911 ABANDONED            |
| SPD052145 | 03/02/2016 14:19:13 |            |          | 15:05:26 | SPD    | TRAFFIC RECKLESS DRIVING |
| SPD052146 | 03/02/2016 14:28:10 | 14:29:19   | 14:29:20 | 14:36:51 | SPD    | WELFARE CHECK            |
| SPD052147 | 03/02/2016 14:49:41 | 14:51:41   | 14:51:42 | 14:54:36 | SPD    | TRAFFIC RECKLESS DRIVING |
| SPD052148 | 03/02/2016 15:00:00 | 15:03:00   | 15:13:27 | 15:28:43 | SPD    | TRAFFIC-PARKING          |
| SPD052149 | 03/02/2016 17:22:39 | 17:23:57   | 17:42:56 | 17:54:01 | SPD    | ACCIDENT PARKING         |
| SPD052150 | 03/02/2016 18:35:34 | 18:36:52   | 18:52:06 | 19:33:04 | SPD    | MISSING PERSON JUVENILE  |
| SPD052151 | 03/02/2016 21:34:05 |            |          | 02:06:07 | SPD    | ABUSE/NEGLECT CHILD      |
| SPD052152 | 03/02/2016 23:24:40 | 23:26:49   | 23:26:50 | 02:31:36 | SPD    | SUSPICIOUS               |
| SPD052153 | 03/03/2016 02:27:30 | 02:31:04   | 02:34:07 | 02:46:42 | SPD    | SUSPICIOUS               |
| SPD052154 | 03/03/2016 10:11:20 | 10:11:29   | 10:11:31 | 11:14:38 | SPD    | ARREST WARRANT           |

| Call ID   | Received            | Dispatched | Arrived  | Cleared  | Agency | Description              |
|-----------|---------------------|------------|----------|----------|--------|--------------------------|
| SPD052155 | 03/03/2016 10:29:29 | 10:31:23   | 10:34:38 | 10:41:03 | SPD    | ANIMAL AT LARGE          |
| SPD052156 | 03/03/2016 11:59:36 | 12:00:20   | 12:01:16 | 12:45:30 | SPD    | ACCIDENT W/O INJURIES    |
| SPD052157 | 03/03/2016 13:46:07 | 13:54:21   | 13:54:22 | 14:11:51 | SPD    | FIX IT TICKET            |
| SPD052158 | 03/03/2016 16:40:46 | 16:41:58   | 16:41:59 | 17:41:29 | SPD    | FIX IT TICKET            |
| SPD052159 | 03/03/2016 16:50:59 |            |          | 18:18:05 | SPD    | FRAUD OTHER              |
| SPD052160 | 03/03/2016 19:04:06 | 19:05:37   | 19:05:38 | 19:26:30 | SPD    | TRAFFIC RECKLESS DRIVING |
| SPD052161 | 03/03/2016 20:51:14 | 20:58:47   | 20:58:48 | 21:25:40 | SPD    | ARREST DUS               |
| SPD052162 | 03/03/2016 21:08:48 | 21:09:13   | 21:10:34 | 21:18:28 | SPD    | CRIMINAL MISCHIEF VANDAL |
| SPD052163 | 03/03/2016 22:38:25 | 22:39:07   | 22:39:08 | 22:40:24 | SPD    | FIELD CONTACT            |
| SPD052164 | 03/04/2016 08:58:13 | 08:59:55   | 09:06:30 | 09:58:37 | SPD    | THEFT FROM VEHICLE       |
| SPD052165 | 03/04/2016 09:57:40 | 09:58:28   | 09:58:30 | 10:36:53 | SPD    | ARREST REVOKED           |
| SPD052166 | 03/04/2016 11:19:29 | 11:20:10   | 11:20:12 | 11:47:51 | SPD    | TRAFFIC STOP             |
| SPD052168 | 03/04/2016 11:23:07 |            |          | 11:25:38 | SPD    | PROBATION PBT            |
| SPD052167 | 03/04/2016 11:24:08 | 11:25:10   | 11:29:27 | 08:18:33 | SPD    | THEFT FAIL TO PAY        |
| SPD052169 | 03/04/2016 12:45:03 | 12:49:38   | 12:53:57 | 14:40:06 | SPD    | THEFT FROM VEHICLE       |
| SPD052170 | 03/04/2016 13:00:13 | 13:06:57   | 17:28:02 | 17:58:25 | SPD    | TRESPASSING PRIVATE PROP |
| SPD052171 | 03/04/2016 13:52:25 | 13:53:24   | 13:54:00 | 13:55:06 | SPD    | PROBATION PBT            |
| SPD052174 | 03/04/2016 15:25:40 |            |          | 20:02:51 | SPD    | GUN PERMIT               |
| SPD052172 | 03/04/2016 15:58:25 |            |          | 08:18:40 | SPD    | SUSPICIOUS               |
| SPD052173 | 03/04/2016 16:26:44 | 16:34:39   |          | 00:12:47 | SPD    | DISTURBANCE              |
| SPD052175 | 03/04/2016 21:49:30 | 21:49:48   | 21:51:46 | 22:43:18 | SPD    | ASSIST AGENCY            |
| SPD052176 | 03/05/2016 01:50:50 | 01:52:19   | 01:52:20 | 01:55:51 | SPD    | TRAFFIC-PARKING          |
| SPD052177 | 03/05/2016 02:11:09 | 02:11:34   | 02:11:35 | 02:12:56 | SPD    | FIELD CONTACT            |
| SPD052178 | 03/05/2016 02:43:35 | 02:43:49   | 02:43:50 | 03:11:51 | SPD    | TRAFFIC STOP             |
| SPD052179 | 03/05/2016 09:29:26 |            |          | 09:49:03 | SPD    | CORONER CALL             |
| SPD052180 | 03/05/2016 09:47:45 | 09:48:33   | 09:48:35 | 10:10:57 | SPD    | 911 ABANDONED            |
| SPD052181 | 03/05/2016 09:55:31 | 10:11:01   | 10:11:03 | 10:43:55 | SPD    | PUBLIC SERVICE           |
| SPD052182 | 03/05/2016 10:47:39 | 10:48:37   | 10:52:55 | 11:03:33 | SPD    | PROPERTY FOUND           |
| SPD052183 | 03/05/2016 13:10:08 | 13:16:48   | 13:16:51 | 15:34:11 | SPD    | AUTO THEFT               |
| SPD052184 | 03/05/2016 13:51:43 | 13:53:53   | 14:01:36 | 14:13:06 | SPD    | TRAFFIC RECKLESS DRIVING |
| SPD052185 | 03/05/2016 17:09:19 | 17:11:48   | 17:14:13 | 19:00:13 | SPD    | PROPERTY FOUND           |
| SPD052186 | 03/05/2016 18:12:45 |            |          | 19:48:49 | SPD    | ANIMAL LOST              |
| SPD052187 | 03/05/2016 18:23:05 | 18:23:13   | 18:23:14 | 18:55:18 | SPD    | TRAF HAZARD DEBRIS       |
| SPD052188 | 03/06/2016 02:19:30 | 02:19:51   | 02:19:52 | 02:47:18 | SPD    | FIELD CONTACT            |
| SPD052189 | 03/06/2016 02:40:06 |            |          | 02:41:14 | SPD    | DISREGARD                |
| SPD052190 | 03/06/2016 09:43:51 | 09:46:48   | 09:57:35 | 14:06:31 | SPD    | ANIMAL FOUND             |
| SPD052191 | 03/06/2016 11:24:09 | 11:24:41   |          | 11:41:20 | SPD    | BURGLARY ATTEMPTED       |
| SPD052192 | 03/06/2016 12:41:27 | 12:42:35   | 12:42:36 | 12:42:43 | SPD    | FIX IT TICKET            |
| SPD052193 | 03/06/2016 13:17:52 | 13:19:34   | 13:24:57 | 13:48:03 | SPD    | ASSIST AGENCY            |
| SPD052194 | 03/06/2016 15:07:30 | 15:12:22   |          | 15:27:44 | SPD    | ASSIST AGENCY            |
| SPD052195 | 03/06/2016 15:34:37 | 15:37:45   | 15:42:50 | 15:42:54 | SPD    | ASSIST AGENCY            |
| SPD052196 | 03/06/2016 17:05:07 |            |          | 00:20:11 | SPD    | ABUSE/NEGLECT ADULT      |
| SPD052197 | 03/06/2016 18:11:06 | 18:12:10   | 18:17:13 | 18:52:24 | SPD    | OTHER CALL TYPE          |
| SPD052198 | 03/06/2016 18:22:36 |            |          | 18:25:33 | SPD    | THEFT FAIL TO PAY        |
| SPD052199 | 03/06/2016 22:19:16 | 22:45:01   | 22:45:02 | 22:46:22 | SPD    | PROPERTY LOST            |
| SPD052200 | 03/07/2016 01:05:05 | 01:11:13   | 01:11:14 | 02:59:49 | SPD    | ARREST DUI               |
| SPD052201 | 03/07/2016 07:42:55 | 07:45:42   | 07:49:18 | 07:54:26 | SPD    | TRAFFIC-PARKING          |

| Call ID   | Received            | Dispatched | Arrived  | Cleared  | Agency | Description               |
|-----------|---------------------|------------|----------|----------|--------|---------------------------|
| SPD052202 | 03/07/2016 07:56:22 |            |          | 09:31:09 | SPD    | TRAFFIC-OTHER             |
| SPD052203 | 03/07/2016 10:45:20 | 10:46:42   | 10:46:43 | 11:06:18 | SPD    | ARREST REVOKED            |
| SPD052204 | 03/07/2016 11:51:40 |            |          | 13:37:19 | SPD    | PUBLIC SERVICE            |
| SPD052205 | 03/07/2016 13:25:24 |            |          | 13:51:52 | SPD    | TRAFFIC RECKLESS DRIVING  |
| SPD052206 | 03/07/2016 13:32:10 |            |          | 13:37:08 | SPD    | ALARM INTRUSION           |
| SPD052207 | 03/07/2016 16:07:37 | 16:11:28   | 16:21:29 | 18:19:50 | SPD    | ACCIDENT W/O INJURIES     |
| SPD052208 | 03/07/2016 17:06:52 |            |          | 20:00:16 | SPD    | FIX IT TICKET             |
| SPD052209 | 03/07/2016 17:46:39 | 17:48:34   | 17:48:35 | 17:55:10 | SPD    | FIX IT TICKET             |
| SPD052210 | 03/07/2016 19:21:49 |            |          | 20:39:28 | SPD    | THEFT RESIDENCE           |
| SPD052211 | 03/07/2016 19:32:19 | 19:39:14   | 19:39:15 | 19:43:52 | SPD    | FIELD CONTACT             |
| SPD052212 | 03/07/2016 22:14:16 |            |          | 22:17:24 | SPD    | DISREGARD                 |
| SPD052213 | 03/08/2016 10:30:29 | 10:33:47   | 10:35:56 | 10:58:42 | SPD    | DRUG VIOLATION            |
| SPD052214 | 03/08/2016 14:23:39 |            |          | 17:43:51 | SPD    | INFORMATION               |
| SPD052215 | 03/08/2016 15:03:11 | 15:06:17   | 15:06:18 | 15:34:06 | SPD    | ARREST WARRANT            |
| SPD052216 | 03/08/2016 16:40:33 | 16:43:53   | 16:43:54 | 17:00:42 | SPD    | FIX IT TICKET             |
| SPD052217 | 03/08/2016 18:44:09 | 18:45:57   | 18:47:47 | 19:53:26 | SPD    | DISTURBANCE               |
| SPD052218 | 03/08/2016 22:02:01 | 22:08:50   | 22:08:51 | 22:17:00 | SPD    | PROPERTY LOST             |
| SPD052220 | 03/09/2016 00:28:54 | 00:54:38   | 00:54:39 | 02:01:11 | SPD    | ARREST DUS                |
| SPD052219 | 03/09/2016 00:30:57 | 00:31:28   | 00:31:29 | 00:37:05 | SPD    | DISREGARD                 |
| SPD052221 | 03/09/2016 03:58:17 | 04:02:13   | 04:03:25 | 04:40:39 | SPD    | GAS LEAK                  |
| SPD052222 | 03/09/2016 08:31:39 |            |          |          | SPD    | GUN PERMIT                |
| SPD052223 | 03/09/2016 08:48:35 | 08:53:29   | 08:53:30 | 09:13:49 | SPD    | ARREST REVOKED            |
| SPD052224 | 03/09/2016 12:39:52 |            |          | 06:19:27 | SPD    | INFORMATION               |
| SPD052225 | 03/09/2016 12:55:45 | 13:11:37   | 13:11:38 | 13:23:09 | SPD    | TOWED VEHICLE             |
| SPD052226 | 03/09/2016 13:02:18 | 13:09:58   | 13:09:59 | 13:18:46 | SPD    | FUNERAL ESCORT            |
| SPD052227 | 03/09/2016 14:02:22 |            |          | 14:11:57 | SPD    | HARASSMENT                |
| SPD052228 | 03/09/2016 14:55:46 |            |          | 15:15:04 | SPD    | GUN PERMIT                |
| SPD052229 | 03/09/2016 16:16:54 | 16:18:07   | 16:18:08 | 16:19:50 | SPD    | TRAFFIC RECKLESS DRIVING  |
| SPD052230 | 03/09/2016 16:35:00 | 16:38:41   |          | 18:28:18 | SPD    | TRAFFIC RECKLESS DRIVING  |
| SPD052231 | 03/09/2016 16:44:49 | 16:45:38   | 16:46:12 | 19:56:34 | SPD    | CRIMINAL MISCHIEF BUSINES |
| SPD052232 | 03/09/2016 17:11:51 |            |          | 18:27:48 | SPD    | ANIMAL LOST               |
| SPD052233 | 03/09/2016 17:46:11 | 17:46:58   | 17:48:26 | 17:53:11 | SPD    | ALARM INTRUSION           |
| SPD052234 | 03/09/2016 17:46:11 | 17:55:12   | 17:59:21 | 16:25:25 | SPD    | DOG BITE                  |
| SPD052235 | 03/09/2016 19:22:33 |            |          | 06:19:24 | SPD    | GUN PERMIT                |
| SPD052236 | 03/10/2016 07:19:50 | 07:20:20   | 07:20:22 | 07:53:10 | SPD    | ARREST DUS                |
| SPD052237 | 03/10/2016 08:18:55 | 08:20:27   | 08:20:28 | 08:34:01 | SPD    | SUSPICIOUS                |
| SPD052238 | 03/10/2016 08:51:49 | 08:53:52   | 08:53:53 | 09:08:04 | SPD    | ASSIST AGENCY             |
| SPD052239 | 03/10/2016 11:15:36 |            |          | 16:08:13 | SPD    | FRAUD OTHER               |
| SPD052240 | 03/10/2016 16:03:38 | 16:04:09   | 16:08:37 | 16:44:23 | SPD    | DISTURBANCE               |
| SPD052241 | 03/10/2016 16:09:50 |            |          | 13:25:51 | SPD    | ABUSE/NEGLECT ADULT       |
| SPD052242 | 03/10/2016 16:34:38 | 16:52:33   | 16:52:34 | 16:57:10 | SPD    | ANIMAL VICIOUS            |
| SPD052243 | 03/10/2016 16:41:48 |            |          | 17:19:58 | SPD    | GUN PERMIT                |
| SPD052244 | 03/10/2016 16:45:24 |            |          | 17:20:02 | SPD    | GUN PERMIT                |
| SPD052245 | 03/10/2016 18:25:29 | 18:27:26   | 18:32:00 | 18:39:21 | SPD    | TRAFFIC RECKLESS DRIVING  |
| SPD052246 | 03/10/2016 18:38:52 | 18:39:31   | 18:39:56 | 18:48:58 | SPD    | ANIMAL AT LARGE           |
| SPD052247 | 03/10/2016 20:36:06 | 20:37:26   | 20:39:21 | 23:38:50 | SPD    | WELFARE CHECK             |
| SPD052248 | 03/10/2016 22:25:41 | 22:28:30   | 22:28:31 | 22:38:20 | SPD    | FIX IT TICKET             |



| Call ID   | Received            | Dispatched | Arrived  | Cleared  | Agency | Description              |
|-----------|---------------------|------------|----------|----------|--------|--------------------------|
| SPD052249 | 03/11/2016 09:59:26 | 10:02:03   | 10:08:48 | 10:58:31 | SPD    | ASSAULT PHYSICAL         |
| SPD052250 | 03/11/2016 11:43:19 | 12:19:20   |          | 06:21:10 | SPD    | TRESPASSING PRIVATE PROP |
| SPD052251 | 03/11/2016 14:03:23 | 14:05:44   | 14:11:34 | 17:20:57 | SPD    | ABUSE/NEGLECT CHILD      |
| SPD052252 | 03/11/2016 14:36:35 |            |          | 07:25:35 | SPD    | EXTRA PATROL             |
| SPD052253 | 03/11/2016 21:34:38 |            |          | 06:02:20 | SPD    | ABUSE/NEGLECT CHILD      |
| SPD052254 | 03/12/2016 00:56:45 | 00:58:11   | 01:11:29 | 01:25:31 | SPD    | ANIMAL BARKING DOG       |
| SPD052255 | 03/12/2016 00:58:03 | 00:58:29   | 00:58:30 | 01:26:11 | SPD    | TRAFFIC STOP             |
| SPD052256 | 03/12/2016 02:42:38 | 02:44:19   | 02:55:42 | 03:29:59 | SPD    | PUBLIC NUISANCE          |
| SPD052257 | 03/12/2016 05:22:07 | 05:22:36   | 05:23:18 | 06:23:41 | SPD    | WELFARE CHECK            |
| SPD052258 | 03/12/2016 07:15:28 | 13:30:15   | 13:55:20 | 14:08:35 | SPD    | FUNERAL ESCORT           |
| SPD052259 | 03/12/2016 14:55:14 | 14:58:59   | 15:09:52 | 15:39:34 | SPD    | DRUG VIOLATION           |
| SPD052260 | 03/12/2016 23:04:52 | 23:05:35   | 23:05:36 | 23:08:56 | SPD    | FIELD CONTACT            |
| SPD052261 | 03/13/2016 12:17:29 | 12:19:21   | 12:19:38 | 13:15:00 | SPD    | ASSAULT PHYSICAL         |
| SPD052262 | 03/13/2016 16:03:19 | 16:05:00   | 16:09:58 | 16:36:49 | SPD    | DRUG VIOLATION           |
| SPD052263 | 03/13/2016 18:25:58 | 18:27:15   | 18:32:53 | 19:05:44 | SPD    | ACCIDENT WITH INJURIES   |
| SPD052264 | 03/13/2016 19:16:27 | 19:16:48   | 19:19:28 | 19:29:44 | SPD    | ASSIST AGENCY            |
| SPD052265 | 03/13/2016 19:46:29 |            |          | 20:34:36 | SPD    | 911 OPEN LINE            |
| SPD052266 | 03/13/2016 20:09:25 | 20:09:37   | 20:10:03 | 20:13:28 | SPD    | ASSIST AGENCY            |
| SPD052267 | 03/13/2016 22:11:45 | 22:12:56   | 22:12:57 | 23:02:00 | SPD    | DRUG VIOLATION           |
| SPD052268 | 03/14/2016 09:49:49 | 09:56:34   |          | 16:02:11 | SPD    | ORDINANCE VIOLATION      |
| SPD052269 | 03/14/2016 12:59:20 | 13:01:15   | 13:05:45 | 13:54:34 | SPD    | GAS LEAK                 |
| SPD052270 | 03/14/2016 14:47:06 | 16:27:43   | 16:38:59 | 17:13:05 | SPD    | PROPERTY FOUND           |
| SPD052271 | 03/14/2016 16:24:33 |            |          | 17:25:34 | SPD    | ANIMAL FOUND             |
| SPD052272 | 03/14/2016 17:09:02 | 17:13:12   | 17:13:13 | 17:25:39 | SPD    | FIX IT TICKET            |
| SPD052273 | 03/14/2016 17:17:43 | 17:18:29   | 17:18:30 | 17:23:30 | SPD    | CRIMINAL MISC PRIVATE    |
| SPD052274 | 03/14/2016 18:31:42 | 18:33:58   | 18:33:59 | 18:44:57 | SPD    | FIELD CONTACT            |
| SPD052275 | 03/14/2016 20:08:14 | 20:08:39   | 20:10:00 | 20:16:02 | SPD    | FIREWORKS DISCHARGE      |
| SPD052276 | 03/14/2016 20:18:53 | 20:19:29   | 20:19:30 | 20:28:16 | SPD    | FIELD CONTACT            |
| SPD052277 | 03/14/2016 20:21:02 |            |          | 20:24:57 | SPD    | 911 OPEN LINE            |
| SPD052278 | 03/14/2016 20:59:29 | 21:01:50   | 21:01:51 | 00:10:12 | SPD    | ARREST WARRANT           |
| SPD052279 | 03/14/2016 23:01:10 | 23:04:31   | 23:04:32 | 23:05:21 | SPD    | TRAF HAZARD DEBRIS       |
| SPD052280 | 03/15/2016 01:00:27 | 01:00:51   | 01:00:52 | 03:20:55 | SPD    | ARREST DUI               |
| SPD052281 | 03/15/2016 10:19:52 | 10:22:16   | 10:26:51 | 10:31:32 | SPD    | 911 ABANDONED            |
| SPD052282 | 03/15/2016 10:42:35 |            |          | 12:35:05 | SPD    | REPOSSESSION VEHICLE     |
| SPD052283 | 03/15/2016 11:25:08 | 11:27:50   | 11:29:00 | 11:42:13 | SPD    | SUSPICIOUS               |
| SPD052284 | 03/15/2016 12:26:55 |            |          | 12:09:06 | SPD    | SALES                    |
| SPD052285 | 03/15/2016 13:33:40 | 13:36:15   | 13:36:16 | 13:48:12 | SPD    | UNLOCK VEHICLE           |
| SPD052286 | 03/15/2016 15:49:11 | 15:50:17   | 15:50:20 | 15:59:06 | SPD    | ARREST REVOKED           |
| SPD052287 | 03/15/2016 15:56:03 | 15:58:58   | 15:59:32 | 16:42:40 | SPD    | SALVATION ARMY           |
| SPD052288 | 03/15/2016 17:46:44 |            |          | 18:14:11 | SPD    | ABUSE/NEGLECT ADULT      |
| SPD052289 | 03/15/2016 23:40:20 |            |          | 23:44:10 | SPD    | ABUSE/NEGLECT CHILD      |
| SPD052290 | 03/16/2016 11:26:07 | 11:31:11   |          | 11:46:55 | SPD    | 911 ABANDONED            |
| SPD052291 | 03/16/2016 11:44:11 | 11:53:42   | 11:53:43 | 12:45:19 | SPD    | HITCHHIKER/TRANSIENT     |
| SPD052292 | 03/16/2016 13:21:02 | 13:23:59   | 13:39:29 | 13:57:02 | SPD    | ANIMAL FOUND             |
| SPD052293 | 03/16/2016 13:52:04 | 15:54:54   |          | 03:53:25 | SPD    | TRAFFIC-PARKING          |
| SPD052294 | 03/16/2016 14:15:06 | 14:17:14   | 14:17:15 | 14:22:57 | SPD    | TRAFFIC-PARKING          |
| SPD052295 | 03/16/2016 14:56:29 | 15:00:52   | 15:00:53 | 00:00:30 | SPD    | THEFT FAIL TO PAY        |

| Call ID   | Received            | Dispatched | Arrived  | Cleared  | Agency | Description           |
|-----------|---------------------|------------|----------|----------|--------|-----------------------|
| SPD052296 | 03/16/2016 15:51:03 | 15:55:04   | 15:55:07 | 15:55:11 | SPD    | TRAFFIC-OTHER         |
| SPD052297 | 03/16/2016 17:25:57 | 17:30:34   | 17:37:44 | 23:04:54 | SPD    | DISTURBANCE DOMESTIC  |
| SPD052298 | 03/16/2016 19:15:10 | 20:34:20   | 20:34:21 | 20:40:41 | SPD    | ABUSE/NEGLECT CHILD   |
| SPD052299 | 03/16/2016 21:54:02 | 21:56:18   | 22:02:17 | 22:14:43 | SPD    | WELFARE CHECK         |
| SPD052301 | 03/17/2016 00:30:00 | 01:03:33   | 01:03:34 | 01:03:38 | SPD    | TRAFFIC-PARKING       |
| SPD052300 | 03/17/2016 00:44:02 | 00:45:49   | 00:46:35 | 00:55:05 | SPD    | SUSPICIOUS            |
| SPD052302 | 03/17/2016 10:10:58 | 10:16:19   | 10:53:52 | 11:01:35 | SPD    | ANIMAL LIVE TRAP      |
| SPD052303 | 03/17/2016 11:10:30 |            |          | 14:14:54 | SPD    | HARASSMENT            |
| SPD052304 | 03/17/2016 14:53:39 |            |          | 16:23:19 | SPD    | PUBLIC SERVICE        |
| SPD052305 | 03/17/2016 17:07:23 | 17:10:35   | 17:14:39 | 17:23:57 | SPD    | TRAFFIC-PARKING       |
| SPD052306 | 03/18/2016 00:08:57 | 00:27:42   | 00:27:43 | 00:39:34 | SPD    | TRAFFIC STOP          |
| SPD052307 | 03/18/2016 00:30:04 | 00:33:48   | 00:36:22 | 00:48:55 | SPD    | ASSIST AGENCY         |
| SPD052308 | 03/18/2016 00:48:11 | 00:48:20   | 00:48:58 | 03:35:46 | SPD    | ARREST DUI            |
| SPD052309 | 03/18/2016 04:06:31 | 04:11:05   | 04:18:54 | 04:44:30 | SPD    | CORONER CALL          |
| SPD052311 | 03/18/2016 08:45:58 | 09:00:15   | 09:00:16 | 09:18:11 | SPD    | ARREST REVOKED        |
| SPD052310 | 03/18/2016 08:47:11 | 08:47:48   | 08:58:26 | 09:02:55 | SPD    | ANIMAL LIVE TRAP      |
| SPD052312 | 03/18/2016 09:18:22 | 12:37:54   | 12:37:55 | 12:54:55 | SPD    | FUNERAL ESCORT        |
| SPD052313 | 03/18/2016 13:18:57 | 13:19:44   | 13:19:45 | 13:58:30 | SPD    | ORDINANCE VIOLATION   |
| SPD052314 | 03/18/2016 15:40:12 | 15:42:06   | 15:46:39 | 15:55:48 | SPD    | WELFARE CHECK         |
| SPD052315 | 03/18/2016 16:05:38 | 16:06:58   | 16:09:05 | 18:27:03 | SPD    | ACCIDENT W/O INJURIES |
| SPD052316 | 03/18/2016 16:12:38 | 16:14:38   | 16:14:39 | 16:46:21 | SPD    | DISTURBANCE           |
| SPD052317 | 03/18/2016 16:43:46 | 16:48:01   | 16:48:02 | 16:54:14 | SPD    | PROPERTY DAMAGE       |
| SPD052318 | 03/18/2016 16:56:12 |            |          | 17:26:22 | SPD    | GUN PERMIT            |
| SPD052319 | 03/18/2016 17:00:48 |            |          | 17:26:27 | SPD    | GUN PERMIT            |
| SPD052320 | 03/18/2016 23:26:43 |            |          | 00:37:27 | SPD    | TRAFFIC STOP          |
| SPD052321 | 03/19/2016 00:56:43 | 00:57:16   | 00:57:17 | 01:00:35 | SPD    | FIELD CONTACT         |
| SPD052322 | 03/19/2016 01:22:11 | 01:22:30   | 01:22:31 | 01:53:17 | SPD    | DRUG VIOLATION        |
| SPD052323 | 03/19/2016 03:37:36 |            |          | 06:52:37 | SPD    | FIELD CONTACT         |
| SPD052324 | 03/19/2016 10:59:34 | 11:10:14   | 11:14:24 | 11:44:06 | SPD    | FIX IT TICKET         |
| SPD052325 | 03/19/2016 11:13:50 | 11:44:10   | 11:44:12 | 12:27:39 | SPD    | ABUSE/NEGLECT CHILD   |
| SPD052326 | 03/19/2016 13:58:20 | 13:58:56   | 13:58:58 | 14:27:53 | SPD    | ANIMAL FOUND          |
| SPD052327 | 03/19/2016 15:03:25 |            |          | 15:49:36 | SPD    | 911 MIS-DIAL          |
| SPD052328 | 03/19/2016 19:45:42 | 19:46:13   | 19:46:14 | 19:54:35 | SPD    | FIELD CONTACT         |
| SPD052329 | 03/20/2016 03:00:38 | 03:01:23   |          | 03:20:25 | SPD    | ALARM INTRUSION       |
| SPD052330 | 03/20/2016 07:14:33 | 07:18:07   | 07:21:24 | 14:27:56 | SPD    | CRIMINAL MISC PRIVATE |
| SPD052331 | 03/20/2016 10:26:07 |            |          | 09:09:58 | SPD    | INFORMATION           |
| SPD052332 | 03/20/2016 13:29:16 | 16:41:09   | 16:41:10 | 16:49:46 | SPD    | EXTRA PATROL          |
| SPD052333 | 03/20/2016 14:40:25 | 14:41:23   | 14:41:24 | 14:45:56 | SPD    | THEFT-OTHER           |
| SPD052334 | 03/21/2016 07:21:58 | 07:26:36   | 07:39:51 | 07:47:08 | SPD    | ANIMAL BARKING DOG    |
| SPD052335 | 03/21/2016 09:38:14 | 09:41:57   | 09:50:14 | 09:50:47 | SPD    | ANIMAL AT LARGE       |
| SPD052336 | 03/21/2016 14:23:33 | 14:27:11   | 14:27:12 | 14:34:36 | SPD    | ARREST DUS            |
| SPD052337 | 03/21/2016 14:48:10 | 14:51:22   | 14:56:30 | 15:19:08 | SPD    | DRUG VIOLATION        |
| SPD052338 | 03/21/2016 15:31:08 |            |          | 15:47:47 | SPD    | INFORMATION           |
| SPD052339 | 03/21/2016 15:51:11 | 15:55:26   |          | 16:33:15 | SPD    | ASSIST AGENCY         |
| SPD052340 | 03/21/2016 19:48:08 |            |          | 19:52:11 | SPD    | GUN PERMIT            |
| SPD052341 | 03/22/2016 01:18:20 |            |          | 01:22:01 | SPD    | TRAFFIC-PARKING       |
| SPD052342 | 03/22/2016 06:48:43 | 06:51:21   | 06:51:22 | 06:51:49 | SPD    | OPEN DOOR BUSINESS    |

| Call ID   | Received            | Dispatched | Arrived  | Cleared  | Agency | Description               |
|-----------|---------------------|------------|----------|----------|--------|---------------------------|
| SPD052343 | 03/22/2016 11:40:09 | 11:41:58   | 11:47:11 | 11:48:33 | SPD    | TRAFFIC HAZARD            |
| SPD052344 | 03/22/2016 15:20:54 | 15:22:43   | 15:31:46 | 15:45:58 | SPD    | TRAFFIC-PARKING           |
| SPD052345 | 03/22/2016 16:13:27 | 16:15:10   | 16:15:13 | 16:16:14 | SPD    | FIX IT TICKET             |
| SPD052346 | 03/22/2016 16:18:53 |            |          | 16:22:08 | SPD    | PUBLIC SERVICE            |
| SPD052347 | 03/22/2016 19:03:31 | 19:04:46   | 19:10:51 | 19:18:15 | SPD    | ANIMAL FOUND              |
| SPD052348 | 03/22/2016 20:33:52 | 20:34:49   | 20:41:35 | 21:04:43 | SPD    | CIVIL PROPERTY DISPUTE    |
| SPD052349 | 03/23/2016 07:08:38 | 07:09:56   | 07:09:57 | 07:21:00 | SPD    | PUBLIC NUISANCE           |
| SPD052350 | 03/23/2016 08:56:36 |            |          | 09:04:42 | SPD    | MOTORIST ASSIST           |
| SPD052351 | 03/23/2016 10:19:16 | 10:24:57   | 10:24:58 | 10:41:40 | SPD    | HARASSING PHONE CALLS     |
| SPD052352 | 03/23/2016 11:46:59 | 11:47:35   | 11:47:36 | 13:18:50 | SPD    | ANIMAL AT LARGE           |
| SPD052353 | 03/23/2016 11:50:28 | 11:54:22   | 11:54:23 | 12:49:19 | SPD    | ASSIST AGENCY             |
| SPD052354 | 03/23/2016 14:36:02 |            |          | 14:57:33 | SPD    | DISREGARD                 |
| SPD052355 | 03/23/2016 16:35:37 | 16:36:08   | 16:38:34 | 16:38:36 | SPD    | FIX IT TICKET             |
| SPD052356 | 03/23/2016 17:43:36 |            |          | 19:17:32 | SPD    | ANIMAL FOUND              |
| SPD052357 | 03/23/2016 22:04:13 | 22:10:38   |          | 22:18:09 | SPD    | TRAFFIC RECKLESS DRIVING  |
| SPD052358 | 03/24/2016 05:28:55 |            |          | 05:31:47 | SPD    | OPEN DOOR BUSINESS        |
| SPD052359 | 03/24/2016 06:02:31 | 06:05:42   | 06:08:21 | 06:36:52 | SPD    | UNLOCK VEHICLE            |
| SPD052360 | 03/24/2016 06:37:22 | 06:38:29   | 06:38:30 | 06:41:27 | SPD    | TRAFFIC-PARKING           |
| SPD052361 | 03/24/2016 09:01:29 | 09:04:37   | 09:05:13 | 09:12:34 | SPD    | TRAFFIC-PARKING           |
| SPD052362 | 03/24/2016 10:10:44 | 10:12:04   | 10:12:08 | 10:16:03 | SPD    | PROTECTION ORDER VIOLATIO |
| SPD052363 | 03/24/2016 10:23:58 |            |          | 10:41:03 | SPD    | PROPERTY LOST             |
| SPD052364 | 03/24/2016 12:26:42 |            |          | 16:10:46 | SPD    | JUVENILE WELFARE          |
| SPD052365 | 03/24/2016 13:32:47 |            |          | 13:40:44 | SPD    | ANIMAL FOUND              |
| SPD052366 | 03/24/2016 14:37:22 | 14:40:23   | 14:43:38 | 14:44:19 | SPD    | TRAFFIC RECKLESS DRIVING  |
| SPD052367 | 03/24/2016 15:12:54 | 15:26:46   | 15:26:47 | 15:42:30 | SPD    | ACCIDENT PARKING          |
| SPD052368 | 03/24/2016 15:43:13 | 18:15:00   | 18:15:01 | 18:32:39 | SPD    | ABUSE/NEGLECT CHILD       |
| SPD052369 | 03/24/2016 16:20:00 | 16:24:03   | 16:24:06 | 16:34:43 | SPD    | OTHER CALL TYPE           |
| SPD052370 | 03/24/2016 17:30:05 | 17:30:31   | 17:33:08 | 17:56:10 | SPD    | ACCIDENT W/O INJURIES     |
| SPD052371 | 03/24/2016 18:11:53 | 18:12:42   | 18:15:43 | 18:42:26 | SPD    | FIX IT TICKET             |
| SPD052372 | 03/24/2016 18:23:16 |            |          | 10:19:10 | SPD    | ABUSE/NEGLECT ADULT       |
| SPD052373 | 03/24/2016 18:41:10 | 18:41:38   | 18:41:39 | 18:42:22 | SPD    | TRAF HAZARD DEBRIS        |
| SPD052374 | 03/25/2016 00:45:32 | 00:47:18   | 00:47:19 | 01:06:04 | SPD    | PUBLIC NUISANCE           |
| SPD052375 | 03/25/2016 11:58:40 | 12:29:09   | 12:29:10 | 12:37:17 | SPD    | FIELD CONTACT             |
| SPD052376 | 03/25/2016 12:38:23 |            |          | 12:40:21 | SPD    | FIELD CONTACT             |
| SPD052377 | 03/25/2016 14:25:51 | 14:30:40   |          | 17:30:26 | SPD    | ABUSE/NEGLECT CHILD       |
| SPD052378 | 03/25/2016 15:00:11 | 15:29:10   | 15:29:11 | 18:38:06 | SPD    | MISSING PERSON JUVENILE   |
| SPD052379 | 03/25/2016 15:10:05 |            |          | 15:58:05 | SPD    | CRIMINAL MISC PUBLIC      |
| SPD052380 | 03/25/2016 16:44:34 | 16:46:03   | 16:46:04 | 16:48:49 | SPD    | MOTORIST ASSIST           |
| SPD052381 | 03/25/2016 18:10:13 |            |          | 18:46:07 | SPD    | ANIMAL FOUND              |
| SPD052382 | 03/25/2016 19:19:50 | 19:20:16   | 19:20:17 | 19:24:40 | SPD    | MOTORIST ASSIST           |
| SPD052383 | 03/25/2016 19:35:37 | 19:36:47   |          | 19:47:45 | SPD    | ASSIST AGENCY             |
| SPD052384 | 03/25/2016 23:22:33 | 23:23:04   | 23:23:05 | 23:50:53 | SPD    | LIQUOR MIP                |
| SPD052385 | 03/26/2016 12:09:58 | 12:10:54   | 12:16:12 | 12:27:47 | SPD    | 911 ABANDONED             |
| SPD052386 | 03/26/2016 12:56:29 | 13:04:34   | 13:08:57 | 13:45:57 | SPD    | THEFT RESIDENCE           |
| SPD052387 | 03/26/2016 20:50:30 | 20:50:47   | 20:50:48 | 21:14:26 | SPD    | FIELD CONTACT             |
| SPD052388 | 03/26/2016 21:24:05 | 21:25:22   | 21:27:31 | 21:29:58 | SPD    | FIX IT TICKET             |
| SPD052389 | 03/26/2016 21:50:05 | 21:52:21   | 21:56:09 | 22:04:41 | SPD    | PUBLIC NUISANCE           |

| <u>Call ID</u> | <u>Received</u>     | <u>Dispatched</u> | <u>Arrived</u> | <u>Cleared</u> | <u>Agency</u> | <u>Description</u>       |
|----------------|---------------------|-------------------|----------------|----------------|---------------|--------------------------|
| SPD052390      | 03/27/2016 07:59:47 | 08:03:23          | 08:13:57       | 08:22:44       | SPD           | CRIMINAL MISCHIEF VANDAL |
| SPD052391      | 03/27/2016 12:49:32 | 12:53:03          | 12:56:31       | 13:05:01       | SPD           | PUBLIC NUISANCE          |
| SPD052392      | 03/27/2016 13:51:41 | 13:56:06          |                | 15:59:03       | SPD           | TRAFFIC-OTHER            |
| SPD052393      | 03/27/2016 14:04:22 |                   |                | 15:59:14       | SPD           | ASSAULT-OTHER            |
| SPD052394      | 03/27/2016 17:16:49 | 17:18:34          | 17:27:54       | 17:40:03       | SPD           | WEAPONS OTHER            |
| SPD052395      | 03/27/2016 19:53:38 | 19:55:09          | 19:55:10       | 20:25:55       | SPD           | MOTORIST ASSIST          |
| SPD052396      | 03/27/2016 21:17:15 |                   |                | 21:22:13       | SPD           | ABANDONED VEHICLE        |
| SPD052397      | 03/27/2016 22:39:30 | 22:41:54          | 22:41:55       | 22:44:31       | SPD           | SUSPICIOUS               |
| SPD052398      | 03/28/2016 16:07:37 | 16:09:53          | 16:09:54       | 16:49:55       | SPD           | JUVENILE/UNCONTROLLABLE  |
| SPD052399      | 03/28/2016 19:52:39 | 19:55:50          | 19:55:51       | 19:56:19       | SPD           | FIX IT TICKET            |
| SPD052400      | 03/28/2016 20:27:50 |                   |                | 18:28:18       | SPD           | ANIMAL LOST              |
| SPD052401      | 03/28/2016 21:19:38 | 21:22:45          | 21:22:46       | 21:27:08       | SPD           | CRIMINAL MISCHIEF VANDAL |
| SPD052402      | 03/28/2016 23:45:16 | 23:46:11          | 23:46:12       | 23:52:51       | SPD           | FIELD CONTACT            |
| SPD052403      | 03/29/2016 09:28:18 | 09:36:43          | 09:43:50       | 09:57:54       | SPD           | ABUSE/NEGLECT CHILD      |
| SPD052404      | 03/29/2016 13:06:05 | 13:06:22          | 13:06:23       | 13:14:44       | SPD           | ASSIST AGENCY            |
| SPD052405      | 03/29/2016 13:20:24 | 13:21:54          | 13:24:09       | 13:26:38       | SPD           | 911 ABANDONED            |
| SPD052406      | 03/29/2016 14:11:31 | 14:16:13          | 14:16:57       | 14:18:30       | SPD           | TRAFFIC RECKLESS DRIVING |
| SPD052407      | 03/29/2016 17:58:59 | 17:59:08          |                | 18:28:24       | SPD           | TRAFFIC RECKLESS DRIVING |
| SPD052408      | 03/29/2016 18:07:56 | 18:11:09          | 18:20:57       | 18:24:16       | SPD           | ANIMAL LOST              |
| SPD052409      | 03/29/2016 21:27:36 | 21:29:51          | 21:31:51       | 21:46:28       | SPD           | ANIMAL FOUND             |
| SPD052410      | 03/29/2016 21:55:48 | 22:00:55          | 22:00:56       | 22:24:19       | SPD           | ABUSE/NEGLECT ADULT      |
| SPD052411      | 03/30/2016 09:38:38 | 09:40:19          | 09:48:47       | 10:58:22       | SPD           | ABUSE/NEGLECT CHILD      |
| SPD052412      | 03/30/2016 10:50:17 | 11:04:08          | 11:09:40       | 12:01:40       | SPD           | CIVIL PROPERTY DISPUTE   |
| SPD052413      | 03/30/2016 11:44:45 | 12:04:27          | 12:04:28       | 12:04:32       | SPD           | WELFARE CHECK            |
| SPD052414      | 03/30/2016 12:47:59 | 12:51:09          | 12:55:57       | 12:59:29       | SPD           | DRUG VIOLATION           |
| SPD052415      | 03/30/2016 13:46:08 | 13:47:59          | 13:48:00       | 13:48:10       | SPD           | GUN PERMIT               |
| SPD052416      | 03/30/2016 15:48:39 | 15:48:58          | 15:48:59       | 15:51:49       | SPD           | FIX IT TICKET            |
| SPD052417      | 03/30/2016 15:50:09 | 15:51:29          | 15:52:06       | 17:26:31       | SPD           | TRAFFIC - DUI            |
| SPD052418      | 03/30/2016 20:26:56 | 20:27:02          | 20:27:03       | 20:48:54       | SPD           | ASSIST AGENCY            |
| SPD052419      | 03/31/2016 08:12:19 |                   |                | 08:19:35       | SPD           | GUN PERMIT               |

**Total Calls: 289**

# **City of Seward, NE**

**Tuesday, April 19, 2016**

**Regular Session**

## **Item G3**

### **PUBLIC HEARING - 7:00 -P.M. - TAX INCREMENT FINANCING APPLICATION - BUGEATERS/RICHARD GOKIE - Katie Kock, Cline Williams Wright, Johnson & Oldfather, L.L.P.**

*Presentation and Review of TIF Application*

*Presentation and Review of Cost-Benefit Analysis*

*Presentation and Review of Amendment to Redevelopment Plan*

*Presentation and Review of Redevelopment Agreement*

*Consideration of a Resolution approving the Redevelopment Plan Amendment*

*Consideration of a Resolution Approving the Redevelopment Agreement and the Issuance of TIF  
Indebtedness for the Redevelopment Project*

**Administrative Report:** The Planning Commission reviewed the TIF application during a public hearing on April 11, 2016 and unanimously approved the application. The only comment was they would like to see some green space included in the plan. The Community Redevelopment Authority met on April 6, 2016 and unanimously approved the project, plan amendment and plan agreement.

**Following the public hearing, review and discussion, motions to approve the plan amendment, agreement and resolutions would be in order.**

**Staff Contact:**

## **NOTICE OF PUBLIC HEARINGS**

Public notice is hereby given by the Planning Commission of the City of Seward, Nebraska, that a public hearing will be held at 7:30 p.m. on April 11, 2016, at the Seward Municipal Building, 142 North 7<sup>th</sup> Street, Seward, Nebraska.

Public notice is hereby also given by the Mayor and City Council of the City of Seward, Nebraska, that a public hearing will be held at 7:00 p.m. on April 19, 2016, at the Seward Municipal Building, 142 North 7<sup>th</sup> Street, Seward, Nebraska.

The purpose of both hearings is to obtain public comment prior to the review and consideration of a proposed amendment to the redevelopment plan for the City of Seward, including a specific redevelopment project.

The property which is the subject of this notice and of the public hearing is the property generally located on the north side of Jackson Avenue between 6<sup>th</sup> and 7<sup>th</sup> Streets, and is legally described as follows:

Lots 7-18, Block 38, Seward Cloyd's Addition, together with the adjacent vacated alley, City of Seward, Seward County, Nebraska.

All interested parties shall be afforded at each public hearing a reasonable opportunity to express their views regarding the proposed redevelopment plan amendment.

/s/Bonnie Otte, City Clerk

Publish one time March 30, 2016  
One Proof of Publication

## Tax-Increment Financing Application

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

PROJECT SCOPE: (PLEASE PRINT OR TYPE ALL INFORMATION)

### 1. Applicant Information

Business Name \_\_\_\_\_

Contact Person for Applicant \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone \_\_\_\_\_ Alternate Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

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

Owners \_\_\_\_\_

### 2. Project Description

- a. What type of business does this project involve (i.e. industrial, commercial, residential, etc.)
  - i. If the project involves housing, please give a description of intended tenants, type of household (families/elderly/etc.), income levels, impact on the schools and/or community, etc.:
  - ii. If the project involves retail business, please give a description of the retail business, how the community would benefit from this retail business, the impact on similar existing retail businesses, etc.:
  - iii. If the project involves industry, please give a description of the type of industry, impact on the environment, impact on the community, similar existing industries in town, etc.:
- b. What is the estimated number of new jobs this project will create?
- c. What is the pay scale and benefits package for these positions?

### 3. Proposed Project Site:

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

### 4. Physical Description of the Proposed Project:

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

### 5. Land Use:

- a. If property is to be subdivided, show division planned (attach copy of the plat):
- b. Current Zoning of the property:
- c. Is the proposed project a permitted use on the property? What permits would be required?
- d. Please describe any other relevant information relating to zoning, permitting, or similar land use issues:

City of Seward, Nebraska – City Administrator's Office – 402.643.2928  
CityofSewardNE.com

**6. Estimated Project Costs:**

- a. Land Acquisition, if applicable: \$ \_\_\_\_\_
- b. Site Development (itemize):
- i. Demolition: \$ \_\_\_\_\_
  - ii. Grading: \$ \_\_\_\_\_
  - iii. Site Preparation \$ \_\_\_\_\_
  - iv. Other (explain): \$ \_\_\_\_\_
- c. Building Construction Cost: \$ \_\_\_\_\_
- d. Other Site Improvements (explain) \$ \_\_\_\_\_
- e. Equipment: \$ \_\_\_\_\_
- f. Architectural and Engineering Fees: \$ \_\_\_\_\_
- g. Legal Fees: \$ \_\_\_\_\_
- h. Financing Costs: \$ \_\_\_\_\_
- i. Broker Costs, if any: \$ \_\_\_\_\_
- j. Contingencies: \$ \_\_\_\_\_
- k. Other (explain): \$ \_\_\_\_\_
- Total:** \$ \_\_\_\_\_

**7. Please attach the following documentation:**

- a. Construction Pro Forma.
- b. Annual Income and Expense Pro Forma (with appropriate schedules).
- c. Applicant's Corporate/Business Annual Financial Statements for the last three years.
- d. Business Plan for the proposed project.

**8. Estimated Tax Increment:**

- a. Total estimated assessed valuation of Real Property at completion (please also describe how you arrived at this value; e.g., discussions with County Assessor, based on previous construction projects, etc.):
- b. Latest property valuation before construction (from Property Tax Statement):
- c. Estimated increase in real estate valuation:
- d. Estimated new real estate tax generated annually:

**9. Proposed Source of Financing:**

- a. Equity
- b. Bank loan (please provide conditional approval or commitment letters, if applicable):
- c. Tax Increment Financing:
- d. Other (please describe):

**10. Name and address of architect, engineer, and general contractor:****11. Project construction schedule:**

- a. Construction start date: \_\_\_\_\_
- b. Construction completion date: \_\_\_\_\_
- c. If project is phased:
  - Year \_\_\_\_\_ / \_\_\_\_\_ % Complete
  - Year \_\_\_\_\_ / \_\_\_\_\_ % Complete

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



**13. Amount of TIF request:**

\$ \_\_\_\_\_

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

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

Please provide a detailed breakdown of proposed eligible uses and costs of each use, including any available bids or cost estimates for such work (include attachment if necessary):

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

- a. Is your project economically feasible as designed without tax increment financing? If no, please indicate how tax increment financing is necessary for the economic feasibility of your project.
- b. Would you locate your project in the redevelopment area without Tax Increment Financing? Explain.

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

**"Applicant"**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Tax-Increment Financing Application  
City Of Seward**

**1. Applicant Information**

**Fast Mart/Bugeaters Properties**

**Richard Gokie**

**215 N. 6<sup>th</sup>**

**Seward, NE 68434**

**(402)450-7896**

**[rgokie@windstream.net](mailto:rgokie@windstream.net)**

**Fast Mart Inc. – Corporation  
Bugeaters Properties, LLC**

**Owners-Richard & Kate Gokie**

**#2      a.      Project Description**

Fast Mart is a retail convenience store that sells gasoline, snacks, alcohol and carwashes. Fast Mart would continue to offer the products they currently provide and increase the selections for its customers. Fast Mart would also upgrade the current automatic carwash. This project would create a new, larger retail area as well as new, larger restrooms. We would also be installing new double-wall tanks and piping for petroleum products, with the latest in containment and monitoring equipment. By providing more goods and services to our customers as well as larger and new restrooms along with great service we hope to help make Seward a place where more people wish to stop and shop at instead of just driving through to Lincoln.

**b.      Job Creation**

Fast Mart would continue to employ the current 3 full-time employees and 6-7 part-time employees. We would expect to add 1 full-time employee and 2-3 part time employees in the first year. By year 3 we would expect to add another full-time employee along with another part-time employee.

**c.      Pay Scale**

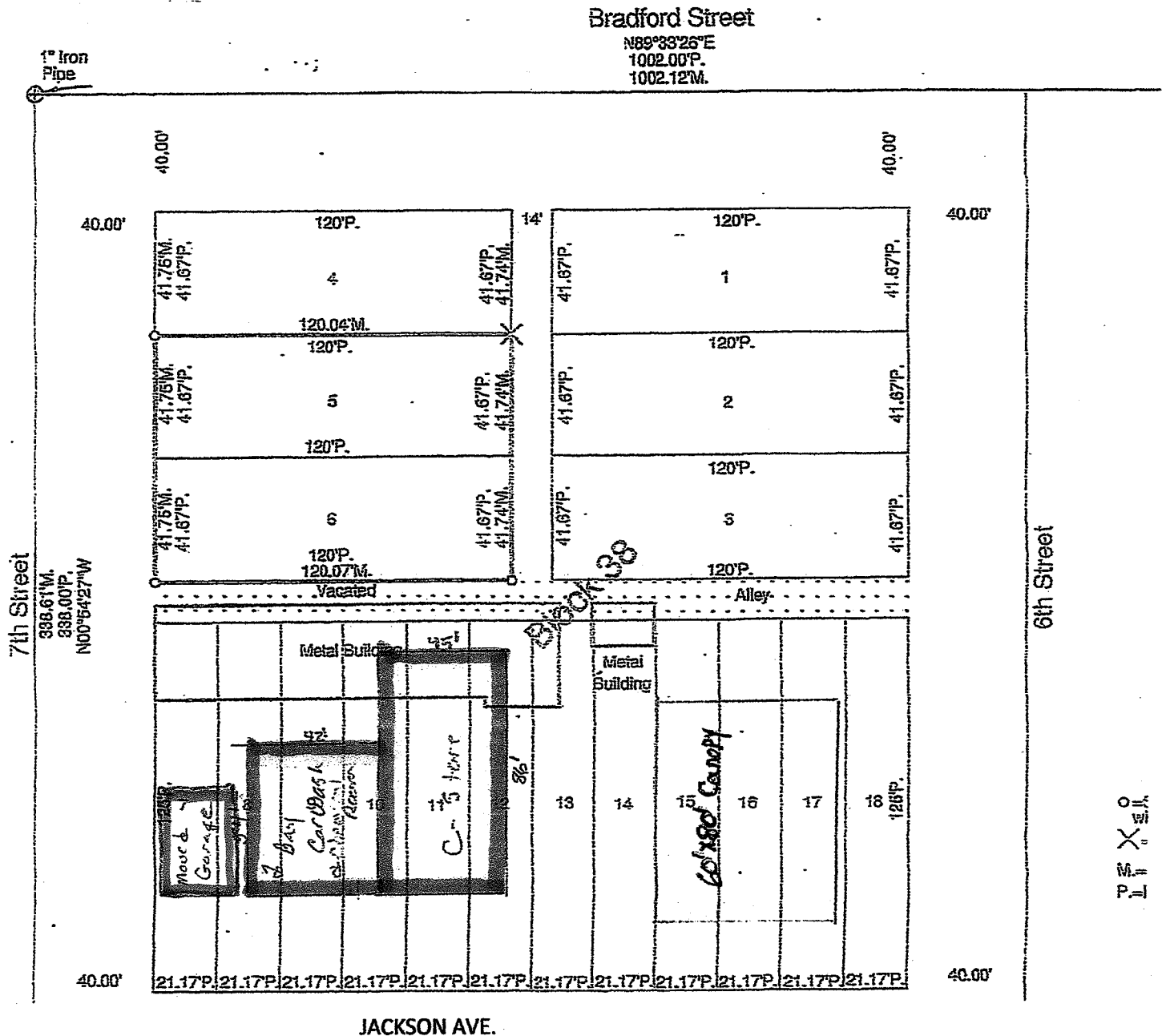
The Fast Mart pay scale is in line with other convenience stores in the area. Part-time help will start at minimum wage or just above. Full-time help will make slightly more.

#3 Proposed Project Site:

This project would be located on property legally described as Seward Cloyd's Addition, Block 38, Lots 7-18 & Adj. Vac. Alleys. It is located on the north side of Jackson Ave between 6<sup>th</sup> and 7<sup>th</sup> Streets.

#4 Physical Description of the Proposed Project:

The property facing 6<sup>th</sup> street is 132' wide and 254' deep for a total area of 20,328 sq. ft. The convenience store would be 86' x 45' with a building area of 3,870 sq. ft. The 2 bay carwash and maintenance room would be 54' x 42'. A 25' x 31' garage that currently sets on the property would be moved to the back of the lot. There would also be a 60' x 80' canopy over the pump. The carwash would be a block building attached to the convenience store.



**#5 Land Use:**

The property is Zoned CBD-Commercial Business District. It is within the redevelopment area that has been declared blighted and substandard by the City of Seward.

The permits and licenses that we will have are:

- Building Permit
- Electrical Permit
- Plumbing Permit
- Tank Operating Permit
- Food Safety & Consumer Protection Permit
- Tobacco License
- Liquor License
- Pickle Card License
- Motor Fuels License

## #6

### Estimated Cost of Project

|    |                                     |              |                |
|----|-------------------------------------|--------------|----------------|
| a. | Land                                | \$250,000.00 |                |
|    | Land-Robert Martens                 | \$349,000.00 |                |
|    | Total Land                          |              | \$599,000.00   |
| b. | Site Development                    |              |                |
|    | Demolition, Removal of tanks,       |              | \$50,000.00    |
|    | Grading, site prep., landscape      |              | \$20,000.00    |
| c. | Building Const. cost                |              | \$1,050,000.00 |
| d. | Canopy/Tanks/Installation           |              | \$440,000.00   |
|    | Concrete - Parking/Drives/Sidewalks |              | \$140,000.00   |
| e. | Equipment                           |              |                |
|    | Car Wash                            | \$200,000.00 |                |
|    | Pumps/Monitors                      | \$160,000.00 |                |
|    | C-store                             | \$25,000.00  |                |
|    |                                     |              | \$385,000.00   |
| f. | Architectural & Engineering Fees    |              | \$50,000.00    |
|    | TOTAL                               |              | \$2,734,000.00 |

**#7 a. Construction Pro Forma**

|                             |                |
|-----------------------------|----------------|
| Site Development            | \$ 50,000.00   |
| Architectural & Engineering | \$ 50,000.00   |
| Building Cost               | \$1,050,000.00 |
| Canopy/tanks/Installation   | \$ 440,000.00  |
| Total                       | \$1,590,000.00 |

| #7 b.   | FAST MART TARGET SALES PROJECTIONS |                |                |                |                |
|---|------------------------------------|----------------|----------------|----------------|----------------|
| YEAR  | 1                                  | 2              | 3              | 4              | 5              |
| PROJECTED INCREASE FROM YR 1  |                                    | 5%             | 10%            | 13%            | 15%            |
| SALES   | \$6,150,000.00                     | \$6,457,500.00 | \$6,765,000.00 | \$6,949,500.00 | \$7,072,500.00 |
| COGS  | \$5,565,000.00                     | \$5,848,500.00 | \$6,121,500.00 | \$6,288,450.00 | \$6,399,750.00 |
| GROSS PROFIT  | \$585,000.00                       | \$609,000.00   | \$643,500.00   | \$661,050.00   | \$672,750.00   |
| EXPENSES  |                                    |                |                |                |                |
| WAGES   | \$185,000.00                       | \$195,000.00   | \$205,000.00   | \$211,000.00   | \$215,000.00   |
| INSURANCE   | \$18,000.00                        | \$18,000.00    | \$18,000.00    | \$18,000.00    | \$18,000.00    |
| LIC & FEES  | \$2,500.00                         | \$2,500.00     | \$2,500.00     | \$2,500.00     | \$2,500.00     |
| CC FEES   | \$86,000.00                        | \$90,000.00    | \$94,600.00    | \$97,180.00    | \$98,900.00    |
| REP & Maint   | \$15,000.00                        | \$15,000.00    | \$17,000.00    | \$18,000.00    | \$19,000.00    |
| SUPPLIES  | \$10,000.00                        | \$13,000.00    | \$15,000.00    | \$17,000.00    | \$18,000.00    |
| R.E. & Per. PROPERTY TAX  | \$28,000.00                        | \$28,000.00    | \$28,000.00    | \$28,000.00    | \$28,000.00    |
| UTILITIES   | \$38,000.00                        | \$39,000.00    | \$40,000.00    | \$41,000.00    | \$42,000.00    |
| ADV   | \$2,000.00                         | \$2,000.00     | \$2,000.00     | \$2,000.00     | \$2,000.00     |
| PROFESSIONAL FEES   | \$3,000.00                         | \$3,000.00     | \$3,000.00     | \$3,000.00     | \$3,000.00     |
| TRAVEL EXP  | \$3,000.00                         | \$3,000.00     | \$3,000.00     | \$3,000.00     | \$3,000.00     |
| LONG/SHORT  | \$900.00                           | \$900.00       | \$900.00       | \$900.00       | \$900.00       |
| DISCOUNTS   | \$7,000.00                         | \$7,000.00     | \$7,000.00     | \$7,000.00     | \$7,000.00     |
| OFFICE/POSTAGE  | \$2,000.00                         | \$2,000.00     | \$2,000.00     | \$2,000.00     | \$2,000.00     |
| MISC. EXP./Cont.  | \$2,000.00                         | \$3,000.00     | \$4,000.00     | \$5,000.00     | \$6,000.00     |
| DONATIONS   | \$5,000.00                         | \$5,000.00     | \$5,000.00     | \$5,000.00     | \$5,000.00     |
| TOTAL EXP   | \$407,400.00                       | \$426,400.00   | \$447,000.00   | \$460,580.00   | \$470,300.00   |
| INCOME BEFORE<br>DEPRECIATION/INTEREST/Taxes<br>To be applied to<br>loan payment. | \$177,600.00                       | \$182,600.00   | \$196,500.00   | \$200,470.00   | \$202,450.00   |
| LOAN PAYMENT  | \$2,000,000.00                     |                |                |                |                |
| 4.50%   | \$183,600.00                       | \$183,600.00   | \$183,600.00   | \$183,600.00   | \$183,600.00   |



#7 c.

Fast Mart  
Profit & Loss

| YEAR              | 2014           | 2013           | 2012           |
|-------------------|----------------|----------------|----------------|
| SALES             | \$6,150,000.00 | \$6,183,000.00 | \$5,872,000.00 |
| COGS              | \$5,565,000.00 | \$5,731,000.00 | \$5,447,000.00 |
| GROSS PROFIT      | \$585,000.00   | \$452,000.00   | \$425,000.00   |
| EXPENSES          |                |                |                |
| WAGES             | \$156,000.00   | \$150,000.00   | \$153,700.00   |
| INSURANCE         | \$8,000.00     | \$7,700.00     | \$7,100.00     |
| LIC & FEES        | \$2,500.00     | \$4,700.00     | \$3,000.00     |
| CC FEES           | \$86,000.00    | \$83,000.00    | \$75,800.00    |
| REP & Maint       | \$30,000.00    | \$23,000.00    | \$28,500.00    |
| SUPPLIES          | \$10,000.00    | \$8,500.00     | \$6,300.00     |
| PROPERTY TAX      | \$4,900.00     | \$5,700.00     | \$3,200.00     |
| UTILITIES         | \$28,000.00    | \$25,500.00    | \$25,100.00    |
| ADV               | \$2,000.00     | \$1,300.00     | \$500.00       |
| PROFESSIONAL FEES | \$9,000.00     | \$1,500.00     | \$800.00       |
| TRAVEL EXP        | \$3,000.00     | \$100.00       | \$0.00         |
| LONG/SHORT        | \$900.00       | \$1,500.00     | \$3,750.00     |
| DISCOUNTS         | \$7,000.00     | \$5,800.00     | \$1,600.00     |
| OFFICE/POSTAGE    | \$2,000.00     | \$700.00       | \$350.00       |
| DEPRECIATION      | \$37,500.00    | \$12,423.00    | \$21,400.00    |
| RENT              | \$98,000.00    | \$57,000.00    | \$40,500.00    |
| CORP. TAXES       | \$26,300.00    | \$14,300.00    | \$9,500.00     |
| DONATIONS         | \$5,000.00     | \$2,500.00     | \$4,000.00     |
| MISC EXP          | \$4,200.00     | \$500.00       | \$6,100.00     |
| TOTAL EXP         | \$520,300.00   | \$405,723.00   | \$391,200.00   |
| INCOME            | \$64,700.00    | \$46,277.00    | \$33,800.00    |
| OTHER INCOME      | \$10,000.00    | \$5,450.00     | \$5,100.00     |
| TOTAL INCOME      | \$74,700.00    | \$51,727.00    | \$38,900.00    |

#7 c.

Bugeaters Properties, LLC  
Profit & Loss

| YEAR               | 2014        | 2013         |
|--------------------|-------------|--------------|
| Rents              | \$33,000.00 | \$15,000.00  |
| EXPENSES           |             |              |
| Legal & Prof. Fees | \$375.00    | \$450.00     |
| Interest           | \$9,649.00  | \$13,324.00  |
| Property Tax       | \$5,641.00  | \$5,706.00   |
| Utilities          |             | \$120.00     |
| Misc.              |             | \$52.00      |
| Depreciation       | \$4,381.00  | \$5,757.00   |
| TOTAL EXP          | \$20,046.00 | \$25,409.00  |
| INCOME             | \$12,954.00 | -\$10,409.00 |

First Year  
for Bugeaters L

#7 d.

## Fast Mart Inc.

Business Plan

January 1, 2016

### **VISION:**

Fast Mart wishes to increase sales of fuel, carwashes, and convenience products in a clean, convenient, and friendly location.

### **TARGET MARKET:**

Fast Mart serves the entire community of Seward, NE as well as traffic on Highway 15, passing through Seward.

### **WHAT WE SELL:**

Fast Mart's sales include fuel, soft drinks, beer, tobacco, snack foods and convenience items. We also operate an automated carwash.

### **WHY WE ARE DIFFERENT FROM OUR COMPETITION:**

Our customers: We have a very loyal base of customers that keep returning for our fast and friendly service.

Our employees: Fast Mart has a very low turnover rate in full-time employees. They are friendly, happy in their jobs, and know our customer-base well.

Our location: Fast Mart will be located on a larger property than any of our competition. This allows more parking, and safer traffic movement in and out of our store location.

Our contribution to the community: Fast Mart is active in the community, both through financial donations and the involvement by its owners in the community. We are not just a business in a town. We feel we are part of the community and have relationships with our customers away from the business.

## **MARKETING STRATEGIES:**

We gain customers by pricing our products competitively and providing a friendly customer experience. This helps to spread good word-of-mouth.

## **GOALS and PLAN OF ACTION:**

- Update and Modernize the Property
  - New/Rebuild Project will Include:
    - Install more retail/backroom/office space.
    - Install new & larger restrooms.
    - Install new energy efficient heating, cooling and lighting.
    - Install new double wall tanks and piping for petroleum products with the latest containment and monitoring equipment.
    - Provide ample parking to reduce congestion.
    - Install car wash chemical room and bay for potential second car wash.
- Increase Fuel Sales
  - Add additional fuel pumps. Currently, there are many times that all pumps are busy and we cannot serve all customers wishing to purchase fuel.
- Increase Inside Sales
  - Increase size of building.
  - Increase offerings to customers such as hot foods, wine, liquor, and additional coffee and fountain choices.

#8 a.

### Estimated Valuation

In looking for comparable property I would look at Casey's in Aurora, NE. That location was built new in 2014. It sits on 2+ acres of land. The building is 4332 sq. ft. That location has 4 gas pumps & canopy out front of building. It also has 2 more pumps and a canopy to the side. The Hamilton county assessor's web site has this property assessed at \$1,245,000 for 2015.

Fast Mart in Seward would sit on 20,328 sq. ft. The convenience store would be 3870 sq. ft. The car wash chemical room and 2 bays would be 2268 sq. ft. There will be one automatic wash in bay 1 and the second bay would be storage at the current time. If demand is there, second bay could be used as another automatic wash. There would be 6 pumps with a canopy in front of the building. A 25' x 31' garage would also be moved from lots 12 & 13 to lot 1 & 2.

The Casey's in Aurora sits on a larger lot with more concrete parking. The store area is 462 sq. ft. more than Seward. There would be the same number of gas pumps with canopy over all pumps. The Seward location would look similar inside but with less kitchen area. The Seward location would have the 2268 sq. ft. car wash area that Aurora location does not have. I would estimate that the Seward property would appraise slightly more than the Aurora location and be in the range of \$1,400,000.

**#8 b. Lots & Current Valuations - 2015**

|   | <b>Current Owner</b>      | <b>Valuation 2015</b> |
|---|---------------------------|-----------------------|
| <b>Seward Cloyd's Addition Block 38</b> |                           |                       |
| Lots 7-10 & Adj. Vac. Alleys            | Buegeaters Properties LLC | \$123,973.00          |
| Lots 11-14 & Adj. Vac. Alleys           | Buegeaters Properties LLC | \$113,547.00          |
| Lots 15-18 & Adj. Vac. Alleys           | Robert Martens            | \$292,243.00          |
|   | <b>Total</b>              | <b>\$529,763.00</b>   |

**#8 c. Estimated Increase in Real Estate Valuation**

|                                   |                     |
|-----------------------------------|---------------------|
| Est. New Valuation                | \$1,400,000.00      |
| old Valuation                     | <u>\$529,763.00</u> |
| <b>Increase in R.E. Valuation</b> | <b>\$870,237.00</b> |

**8 d. Estimated New R.E. Tax Generated Annually**

|          |                    |
|----------|--------------------|
| Increase | \$870,237.00       |
| Rate     | \$0.0175           |
|          | <b>\$15,229.15</b> |

Lots 15-18 are being leased from Robert Martens.

At the end of the lease there is an option to purchase property for \$349,000

#9 Proposed Source of Financing

|    |  |      |                |
|----|--|------|----------------|
| a. | Equity   | Land | \$250,000.00   |
|    |  | Cash | \$331,709.00   |
| b. | Bank Loan  |      | \$2,000,000.00 |
|    | I have talked to Mike Flyr at Jones National Bank and am sure I can get a loan there.<br>I also plan on talking to Cattle Bank before securing a loan. |      |                |
| c. | Tax Increment Financing  |      | \$152,291.00   |
|    | Total  |      | \$2,734,000.00 |

#10 Architect & Enineer  
BD Construction  
209 E. 6th Street  
Kearney, NE 68848

General Contractor  
Richard Gokie  
3003 Bluff Rd  
Seward, Ne 68434

#11

- |    |                            |             |
|----|----------------------------|-------------|
| a. | Construction Start Date    | April, 2016 |
| b. | Construction Complete Date | Dec., 2016  |

If construction does not get started where completion can be finished in December, 2016, construction would begin March, 2017 and be completed October, 2017.

The plan would be to demo everything west of current building and complete convenience and carwash buildings first. Once those are completed the current Fast Mart location would be demolished and work on tanks, pumps and canopy would begin.

#12 Richard Gokie has not been involved in any other development in the past 5 years. Previously I have been involved with the remodeling of current Fast Mart location in Seward in 1985 & 1991.

#13

Amount of TIF

|   |              |
|---|--------------|
| Estimated New R.E. Tax Generated Annually | \$15,229.15  |
| Term 15 years                             | x 15         |
| Total New R.E. Tax over 15 years          | \$228,437.25 |
| TIF Amount Requested                      | \$152,291.50 |

#14

Eligible Costs

|                             |            |
|-----------------------------|------------|
| Site Acquisition            | 349,000.00 |
| Site Demolition             | 50,000.00  |
| Site Prep/Landscaping       | 20,000.00  |
| Façade Improvements         | 50,000.00  |
| Installation of Public      |            |
| Sidewalk                    | 7,000.00   |
| Parking on 7th Street/Curbs | 12,000.00  |
| Public restrooms            | 20,000.00  |
| Total                       | 508,000.00 |



#15

I have been looking at doing something to the Seward Fast Mart location for several years. Ten years ago the lots adjacent to me came up for sale but I felt I was not in a position to purchase the property at that time. Four years ago the property was still for sale and I was able to purchase it. The question has been, do I remodel the existing location or start from the ground up? From here I put in order the things I see that are needed.

- More Fueling Locations
- More Parking
- Remodeled/New Restrooms
- More Retail/Cooler Area
- New Carwash
- Handicap Accessibility

Most of these needs could be accomplished by putting pumps to the north and doing some remodeling. This would be far less expensive than a new build, but parking and store layout would not be ideal. This is still an option but I would prefer the new build.

When I put together the cost of a new build it was far more than I expected. So I have waited. I believe that I am at a point that with TIF I am ready move forward on a new build. Without TIF I will wait on a new build or revisit a remodel.

#16

I believe new businesses in an area help create other new businesses in that area. They also draw more people to that area. Even though Fast Mart has been in Seward for 30 years I am calling this a new business in the sense that it will be a new building, new carwash, new pumps, it will have more offerings. Besides keeping current business in the downtown area this location will also draw in people just traveling through town.

COMMUNITY REDEVELOPMENT AUTHORITY  
CITY OF SEWARD, NEBRASKA  
FAST MART REDEVELOPMENT PROJECT  
April 2016

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

The cost-benefit analysis for the above referenced project, as described on the attached Exhibit A, which will utilize funds authorized by Neb. Rev. Stat. §18-2147, can be summarized as follows:

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

|    |   |             |
|----|---|-------------|
| a. | Estimate Base Project Area Valuation:           | \$529,763   |
| b. | Projected Completed Project Assessed Valuation: | \$1,400,000 |
| c. | Projected Tax Increment Base (b. minus a.):     | \$870,237   |
| d. | Estimated Tax Levy:                             | 1.742962    |
| e. | Annual Projected Tax Shift:                     | \$15,167    |

*Note: The Projected Tax shift is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount.*

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

a. Public infrastructure improvements and impacts:

The Project anticipates expenditures of approximately \$2,484,000 for construction and installation of the Project and related and ancillary improvements. It is proposed that approximately \$149,000 of these expenditures will be financed with the proceeds of tax increment financing indebtedness, with the remaining balance to be paid by the Redeveloper. The projected sources and uses of the TIF indebtedness, which will be refined in the Redevelopment Agreement for this Project, are set forth in the TIF Sources and Uses chart on the attached Exhibit B. All expenditures financed by tax increment financing Indebtedness shall be eligible public expenditures. It is not anticipated that the Project will have a material adverse impact on existing public infrastructure.

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

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create a long term benefit and substantial increase in property taxes to the City and other local taxing

jurisdictions. The Project should also generate immediate tax growth for the City. The Project will include an amount of personal property that will be on the property tax rolls upon its acquisition and installation. Additionally, the City should realize revenue from personal property and sales tax paid by the Redeveloper and the sales tax paid by customers for fuel, car washes, and merchandise.

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

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. The Project would retain and expand the current business on the Project Site.

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

The Project should not have a material impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers. The Project will be in competition with local gas stations, but this competition currently exists, as a gas station and convenient store is already located on the Site.

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

The redeveloper anticipates that the Project would allow the business to add one full time employees and 2-3 part time employees in the first year, with wages competitive with other convenience stores in the area.

The Project would include the installation of new double wall tanks and piping for petroleum products and newer containment and monitoring equipment. This should provide a positive environmental impact in the redevelopment area by reducing the environmental risks that are inherent in such businesses.

There are no other material impacts determined by the agency relevant to the consideration of the cost or benefits arising from the Project.

**6. Cost Benefit Analysis Conclusion:**

Based upon the findings presented in this cost benefit analysis, the benefits outweigh the costs of the proposed Project.

Approved by the Community Redevelopment Authority, City of Seward this 6<sup>th</sup> day of April, 2016.

---

Michael Hecker, Chairman

---

Bonnie Otte, Secretary

## **EXHIBIT A**

### **PROJECT INFORMATION**

The project will consist of the construction of an approximately 3870 square foot convenience store, 2,268 square foot car wash and maintenance room, six gas pumps under an approximately 4,800 square foot canopy, and other associated improvements on the following real estate:

Lots 7–10 and one half of the adjacent vacated alley, Block 38, Cloyd's Addition to the City of Seward, Seward County, Nebraska;

Lots 11–14 and one half of the adjacent vacated alley, Block 38, Cloyd's Addition to the City of Seward, Seward County, Nebraska; and

Lots 15-18 and one half of the adjacent vacated alley, Block 38, Cloyd's Addition to the City of Seward, Seward County, Nebraska.

Exhibit A

## **EXHIBIT B**

### **PROJECTED TIF SOURCES AND USES**

#### **Tax Increment Financing Projections**

##### **1. Assumptions:**

|                 |          |
|-----------------|----------|
| Tax Levy (2015) | 1.742962 |
| Interest Rate   | 5.50%    |
| Number of Years | 15       |

##### Property Valuation:

|                   | Assessed<br>Val. | Est. Taxes |
|-------------------|------------------|------------|
| Pre-Project       | \$529,763        | \$9,234    |
| Completed Project | \$1,400,000      | \$24,401   |
| Difference        | \$870,237        | \$15,168   |

##### **2. TIF Calculations:**

|                            |                  |
|----------------------------|------------------|
| Annual TIF Amount          | \$15,168         |
| Loan Amount                | \$153,570        |
| less 3% Admin Fee          | \$4,607          |
| <b>Total TIF Available</b> | <b>\$148,960</b> |

##### **3. TIF Uses (estimate):**

|                       |                  |
|-----------------------|------------------|
| Cost of Issuance      | \$4,000          |
| Demolition            | \$50,000         |
| Site Prep/Landscaping | \$20,000         |
| Façade                | \$50,000         |
| Sidewalks             | \$7,000          |
| Public Parking        | \$12,000         |
| Additional TIF Uses   | \$6,000          |
| <b>Total</b>          | <b>\$149,000</b> |

4825-5138-0015, v. 1

Exhibit B

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

**(FAST MART PROJECT)**

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

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

The purpose of this Plan Amendment is to identify specific property within the redevelopment area that is in need of redevelopment to cause the removal of blight and substandard conditions identified as the site located in the City of Seward, Nebraska, and legally described on the attached and incorporated Exhibit "A" (the "Site").

**Description of the Project**

The project under consideration will consist of the construction of an approximately 3,870 square foot convenience store, 2,268 square foot car wash and maintenance room, and six gas pumps under an approximately 4,800 square foot canopy. Additionally, as part of the project the existing convenience store and gas pumps will be demolished and the existing garage will be moved to the west side of the Site (collectively, the "Project").

**Project**

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

The Site is currently used as a convenience store and gas station. The existing convenience store, gas pumps, and gas tanks need to be removed to redevelop the Site and upgrade the business. The building, gas pumps and gas tanks currently located on the site are inadequate to support the expanding business. The redevelopment will allow the business to increase its store size and selection, add more gas pumps, install energy efficiency enhancements, upgrade its fuel storage and monitoring equipment, create additional parking opportunities, and other related improvements. Significant demolition and site preparation must be undertaken before the Site can be developed. Because of the condition of the property and the upfront costs to remove the blighted and substandard conditions from the property, the Project is not feasible without the use of tax increment financing. The demolition, site preparation, façade enhancements and other aspects of the Project are eligible expenditures under the Act. The redevelopment of the Site pursuant to this Plan Amendment will include the construction of a new convenience store, car wash station, gas pumps/canopy, storage tanks, and other enhancements of the Project Site and Redevelopment Area. The project is anticipated to eliminate the current blight and substandard conditions of the Site and will further the purposes of the Act in conformity with the Redevelopment Plan.

Bugeaters Properties, LLC and Fast Mart, Inc. (collectively the “Redeveloper”), has submitted a proposal for the redevelopment of the Site to include the construction of the convenience store, gas pumps, car wash and associated improvements. Redeveloper will pay the costs of the private improvements, including all construction of the building, car wash, and pumps. As part of the Project, the CRA shall capture available tax increment from the Site to assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area. Such public improvements may include, but are not limited to: demolition, site preparation, facade enhancements and other improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act.

As described above, the project envisions the capture of the incremental taxes created by the Project on the Site to pay for those eligible expenditures as set forth in the Act. Attached as Exhibit “B” and incorporated herein by this reference is a consideration of the statutory elements under the Nebraska Community Development Law.

Approved by the Community Redevelopment Authority, City of Seward, on this 6<sup>th</sup> day of April, 2016.

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Michael Hecker, Chairman

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Bonnie Otte, Secretary



**EXHIBIT “A”**  
**Legal Description of the Site**

The property is generally located north of Jackson Avenue, between 6th Street and 7th Street, and is legally described as follows:

Lots 7–10 and one half of the adjacent vacated alley, Block 38, Cloyd’s Addition to the City of Seward, Seward County, Nebraska;

Lots 11–14 and one half of the adjacent vacated alley, Block 38, Cloyd’s Addition to the City of Seward, Seward County, Nebraska; and

Lots 15–18 and one half of the adjacent vacated alley, Block 38, Cloyd’s Addition to the City of Seward, Seward County, Nebraska.

Exhibit A

**EXHIBIT “B”**  
**Statutory Elements**

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. The Redeveloper own two of the three parcels and leases the remaining parcel with a contractual right to purchase it from the current owner.

B. Population Density

The proposed development at the Site is the construction of a convenience store, car wash, and gas pumps, which will not significantly affect population density in the project area.

C. Land Coverage

The Project will consist of constructing a single story convenience store with a total of approximately 3,870 square feet, a single-story car wash and maintenance room with a total of approximately 2,268 square feet, and six gas pumps under an approximately 4,800 square foot canopy. Additionally, as part of the project the existing garages will be relocated to the west portion of the Site. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Seward.

D. Traffic Flow, Street Layouts, and Street Grades

The Project is intended, in part, to improve traffic flow accessing, departing from, and within the Site. The additional paved lanes for ingress, egress, and parking will benefit the Site and the traffic flow at that intersection. No adverse impacts are anticipated with respect to traffic flow, street layouts, and street grades.

E. Parking

The Project is intended to improve and increase available parking at the Site. The construction of the Project will include construction of all parking necessary to satisfy the parking requirements set forth in the applicable zoning district. Additionally, approximately 6-7 public parking stalls shall be constructed on City property along 7<sup>th</sup> Street adjacent to the Project Site, increasing the public parking in the Redevelopment Area.

F. Zoning, Building Code, and Ordinances

The Site is located in the CBD-Commercial Business District and the Project is a permitted use in said zoning district. No additional zoning, building code, or ordinance changes will be necessary for the Project. The Redeveloper will maintain its tank operating permit, food safety & consumer protection permit, tobacco license, liquor license, pickle card license, and motor fuels license.

Exhibit B

Exhibit B

**REDEVELOPMENT AGREEMENT  
(Fast Mart Redevelopment Project)**

This Redevelopment Agreement is made and entered into as of the \_\_\_\_ day of April, 2016, by and between the Community Redevelopment Authority of the City of Seward, Nebraska ("CRA"), Bugeaters Properties, LLC, a Nebraska limited liability company, and Fast Mart, Inc., a Nebraska corporation (collectively "Redeveloper").

**RECITALS**

- A. The CRA is a duly organized and existing community redevelopment authority, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.
- B. The City of Seward, in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended (collectively the "Act"), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.
- C. Redeveloper owns a portion of the Project Site and holds a lease with an option to purchase one parcel in the Project Site. The Project Site is located in the Redevelopment Area.
- D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.
- E. The CRA has approved the Redeveloper's proposed redevelopment project, including the utilization of tax-increment financing to provide for the construction of the eligible public improvements defined in this Redevelopment Agreement.
- F. CRA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

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

**ARTICLE I  
DEFINITIONS AND INTERPRETATION**

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

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

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

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

C. “County” means Seward County, Nebraska.

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

E. “Effective Date” means January 1, 2017.

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

G. “Minimum Project Valuation” means the amount of One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00).

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

I. “Project” means the work undertaken in the Redevelopment Area which is necessary or incidental to the proper clearance, development, or redevelopment of blighted and substandard conditions in the Redevelopment Area, which shall include improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit “A” attached and incorporated by this reference.

J. “Project Completion Date” means December 31, 2016.

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

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

M. “Redeveloper” means jointly and severally Bugeaters Properties, LLC, a Nebraska limited liability company, and Fast Mart, Inc., a Nebraska corporation, and their successors and assigns.

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

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

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

Q. "Tax Increment" means incremental ad valorem taxes generated by the Project which are allocated to and paid to the CRA pursuant to the Act, as more particularly described in Section 3.02 of this Redevelopment Agreement.

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

## **Section 1.02      Construction and Interpretation.**

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

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

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

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

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

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

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

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

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

## **ARTICLE II REPRESENTATIONS**

### **Section 2.01      Representations by the CRA.**

The CRA makes the following representations and findings:

- (a) The CRA is a duly organized and validly existing community redevelopment authority under the Act.
- (b) The CRA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.
- (c) The Project will achieve the public purposes of the Act by, among other things, increasing the tax base and lessening blighted and substandard conditions in the Redevelopment Area.

### **Section 2.02      Representations of Redeveloper.**

Redeveloper makes the following representations and findings:

- (a) Bugeaters Properties, LLC is a Nebraska limited liability company, having the power to enter into this Redevelopment Agreement and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Agreement.
- (b) Fast Mart, Inc. is a Nebraska corporation, having the power to enter into this Redevelopment Agreement and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Agreement.
- (c) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.
- (d) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CRA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(e) Redeveloper owns a portion of the Project Site consisting of parcel number 800078152 and parcel number 800078160, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Agreement by Redeveloper.

(f) Redeveloper holds a valid lease with an option to purchase the remainder of the Project Site consisting of parcel number 800078179.

(g) Robert J. Martens and Galene S. Martens (collectively, the "Landlord") own the portion of the Project Site that is leased by Redeveloper (the "Leased Site").

(h) Pursuant to the terms of the lease, Redeveloper has the right to enter into this Agreement.

(i) Landlord understands and acknowledges that this Agreement included certain conditions and obligations that will affect the Leased Site for fifteen (15) years following the date of this Agreement, including without limitation certain restrictions on the ability to protest the valuation of the Leased Site and the ability to convey the Leased Site to the exempt entities.

(j) Landlord acknowledges and agrees that if the lease on the Leased Site terminates at any point during the term of this Agreement, this Redevelopment Agreement shall remain in effect with respect to the Leased Site and Landlord shall be the successor and assign to Fast Mart, Inc., for the purposes of this Redevelopment Agreement, and Landlord shall comply with all provisions of this Redevelopment Agreement.

### **ARTICLE III OBLIGATIONS OF THE CRA AND PUBLIC IMPROVEMENTS**

#### **Section 3.01      Capture of Tax Increment.**

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

#### **Section 3.02      Tax Increment.**



The term Tax Increment shall mean, in accordance with Neb. Rev. Stat. § 18-2147 of the Nebraska Community Development Law, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project. For this Project, the anticipated Tax Increment is the difference between the projected taxes payable for 2017 (after construction completion) and the taxes payable for 2016 (before completion of construction), as more particularly set forth on Exhibit "B".

The parties acknowledge and understand that ad valorem taxes in Nebraska are typically paid in arrears in the year following the year said taxes are due. Accordingly, the Tax Increment created in the fifteenth (15<sup>th</sup>) year of the project pursuant to Neb. Rev. Stat. § 18-2147 and this Agreement may be paid in the sixteenth (16<sup>th</sup>) year according to customary practices in Nebraska. Said payment in arrears only affects the timing of tax payments, but does not in any way affect the fifteenth (15<sup>th</sup>) year division of taxes.

### **Section 3.03      Extension of Effective Date and Project Completion Date.**

If Redeveloper determines it will be unable to complete construction of the Project on or before the Project Completion Date, Redeveloper shall provide written notice of such determination to the CRA prior to the commencement of any construction. Upon receiving such notice, the CRA may, but is not obligated to, extend the Effective Date and the Project Completion Date by one year.

### **Section 3.04      Issuance of TIF Indebtedness.**

(a) On or after thirty (30) days following the approval and execution of this Agreement, the CRA shall incur or issue Redeveloper TIF Indebtedness in the estimated amount of One Hundred Forty Nine Thousand and No/100 Dollars (\$149,000.00), as calculated on the attached and incorporated Exhibit "B", to be purchased by the Redeveloper or a lender of the Redeveloper. The Redeveloper TIF Indebtedness, which shall be in the form of a TIF Promissory Note in one or more series, shall not be a general obligation of the CRA or City which shall issue such Note solely as a conduit. The Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the TIF Note for this Redeveloper TIF Indebtedness. The Redeveloper Indebtedness shall be secured by a pledge or assignment of the Tax Increment or otherwise secured by the Redeveloper as required by the lender.

(b) The parties acknowledge that there are additional eligible public improvements within the Redevelopment Area that would benefit the Project and the City including, but not limited to, additional street and infrastructure improvements, utility improvements, public space enhancements, public facility improvements, landscaping, the implementation and financing of a CRA program of voluntary or compulsory repair, rehabilitation, or demolition of buildings and

other improvements in accordance with the Redevelopment Plan, and the removal of blighted and substandard conditions, that are being included in the Project as CRA Improvements. If the Redeveloper TIF Indebtedness is fully repaid prior to the end of the fifteen (15) year tax increment capture period, the CRA shall have the right to incur or issue CRA TIF Indebtedness in an amount reasonably determined by the CRA to be used for the construction and completion of the CRA Improvements. The CRA TIF Indebtedness may be issued in the form of a CRA TIF promissory note, loan, advance of money, or any form of indebtedness incurred by the CRA, and the CRA shall capture any remaining Tax Increment to pay the CRA TIF Indebtedness in the Redevelopment Area. The CRA TIF Indebtedness shall in no case be a general obligation of the CRA or City.

### **Section 3.05      Use of TIF Indebtedness.**

(a) CRA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.04 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the Redeveloper TIF Indebtedness that the CRA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified pursuant to Section 4.02. In addition, the CRA shall retain an amount sufficient to pay its reasonable and necessary cost of issuance, including attorney fees, and a CRA administration fee in the amount of three percent (3%) of the Redeveloper TIF Indebtedness. The Tax Increment, less the CRA's costs set forth above, shall be paid pursuant to the terms and schedules of any TIF Promissory Note or TIF resolution issued by the CRA relating to this Project.

(b) Upon the repayment in full of the Redeveloper TIF Indebtedness, the CRA shall retain the Tax Increment to pay the CRA TIF Indebtedness, if the CRA issues or incurs any CRA TIF Indebtedness pursuant to Section 3.04(b). The CRA shall not be obligated to issue any CRA TIF Indebtedness.

### **Section 3.06      Creation of Fund.**

CRA will create a special fund to collect and hold the receipts of the Tax Increment. Such special fund shall be used for no purpose other than to: (1) pay TIF Indebtedness issued pursuant to Section 3.04 above; and (2) hold any Tax Increment until such time as the CRA commences the public improvements and incurs the CRA TIF Indebtedness described in Section 3.04(b).

### **Section 3.07      Projected TIF Sources and Uses.**

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

## **ARTICLE IV OBLIGATIONS OF REDEVELOPER**

#### **Section 4.01      Construction of Project; Insurance.**

(a) Redeveloper will complete the Public Improvements and the Private Improvements as described on Exhibit “A” and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CRA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall furnish to the CRA a Certificate of Completion in the form attached hereto as Exhibit “D” and incorporated by this reference. When signed and accepted by the CRA, the certification by Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements.

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

(c) Redeveloper shall have no obligation to construct or complete any CRA improvements that will be constructed with the CRA TIF Indebtedness, pursuant to Section 3.04(b) of this Redevelopment Agreement.

#### **Section 4.02      Cost Certification.**

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

shall be conclusive and binding on Redeveloper.

**Section 4.03      No Discrimination.**

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

**Section 4.04      Pay Real Estate Taxes.**

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

(b) If, during the period of this Agreement, the Project Site is assessed at less than the Minimum Project Valuation, Redeveloper shall either: (1) successfully protest the valuation of the Project Site upwards such that the valuation is equal to or greater than the Minimum Project Valuation; or (2) make a payment in lieu of taxes in the amount the anticipated Tax Increment, as defined in Exhibit "B", exceeds the actual Tax Increment.

**Section 4.05      No Assignment or Conveyance.**

Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to the termination of the 15 year period commencing on the Effective Date specified in Section 3.01 hereof without the prior written consent of the CRA, which shall not be unreasonably withheld and which the CRA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyance, which shall be permitted without consent of the CRA:

(a) any conveyance as security for indebtedness (i) previously incurred by Redeveloper or incurred by Redeveloper after the effective date for Project costs or any subsequent physical improvements to the premises with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the effective date of this Agreement) secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment

Agreement, or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement.

(b) the termination of the lease between Redeveloper and Landlord on the Leased Property, provided that Landlord affirms Landlord's agreement contained herein to assume all the obligations of Redeveloper in this Redevelopment Agreement with respect to the Leased Property.

## **ARTICLE V PUBLIC LICENCES AND EASEMENTS**

### **Section 5.01      Façade Easement.**

Redeveloper shall grant the City a Façade Easement Agreement in the form attached hereto as Exhibit "F". The grant of said easement shall be at no cost to the City.

**Section 5.02      Landlord Consent.** Landlord hereby agrees to execute the Parking Lot License and Façade Easement as the owner of the Leased Property and to subject itself and the Lease Property to the terms and conditions stated therein.

## **ARTICLE VI FINANCING PROJECT; ENCUMBRANCES**

### **Section 6.01      Financing.**

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

(b) Notwithstanding Redeveloper's obligation above, the CRA shall pay the cost of and shall be responsible for arranging all necessary financing for any CRA improvements that shall be constructed utilizing the CRA TIF Indebtedness, pursuant to Section 3.04(b) of this Redevelopment Agreement.

### **Section 6.02      Encumbrances.**

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

Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within 90 days of Redeveloper receiving notice thereof.

## **ARTICLE VII DEFAULT, REMEDIES; INDEMNIFICATION**

### **Section 7.01      General Remedies of the CRA and Redeveloper.**

Subject to the further provisions of this Article VII, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CRA set out in Section 7.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

### **Section 7.02      Additional Remedies of the CRA.**

In the event that:

(a) Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of 120 days (not including any period covered pursuant to the terms of Section 7.04 below);

(b) Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CRA made for such payment within thirty (30) days following written notice from the CRA;

(c) Redeveloper does not maintain an assessed valuation equal to or greater than the Minimum Project Valuation for the Project Site for the term of this Agreement and fails to satisfy the obligations of Section 4.04(b) of this Agreement; or

(d) There is, in violation of Section 4.05 of this Redevelopment Agreement, transfer of the Project Site or any part thereof, and such failure or

action by Redeveloper has not been cured within 30 days following written notice from the CRA,

then Redeveloper shall be in default of this Redevelopment Agreement; and such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CRA would be difficult to determine with certainty. To the extent that such failure results in the fact that the CRA is not able to capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the anticipated Tax Increment exceeds the actual Tax Increment.

### **Section 7.03      Remedies in the Event of Other Redeveloper Defaults.**

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 7.02), and such failure has not been cured within 30 days following written notice from the CRA, then Redeveloper shall be in default. In such an instance, the CRA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right or rescission or termination of this Redevelopment Agreement.

### **Section 7.04      Limitation of Liability; Indemnification.**

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

(b) Redeveloper agrees to indemnify, defend (at the CRA's and/or the City's option) and hold harmless the CRA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification,

hold harmless and defense obligation shall exclude only such liability actions as arise directly out of acts, omissions, or the sole negligence or willful misconduct of the CRA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

## **ARTICLE VIII MISCELLANEOUS**

### **Section 8.01      Memorandum.**

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

### **Section 8.02      Governing Law.**

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

### **Section 8.03      Binding Effect; Amendment.**

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

### **Section 8.04      No Agency or Partnership.**

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the CRA and the City, on the one hand, and Redeveloper, on the other hand, nor between the CRA and the City, on the one hand, and any officer, employee, contractor or representative of Redeveloper, on the other hand. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

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

**[Signature and Notary Pages to Follow]**



**“CRA”**

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
SEWARD, NEBRASKA

ATTEST:

By: \_\_\_\_\_  
Bonnie Otte, Secretary

By: \_\_\_\_\_  
Michael Hecker, Chairman

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF SEWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Michael Hecker and Bonnie Otte, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Seward, Nebraska, a public body corporate and politic, on behalf of the Authority.

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

**“REDEVELOPER”**

FAST MART, INC., a Nebraska corporation

By: \_\_\_\_\_  
Richard Gokie, President

BUGEATERS PROPERTIES, a Nebraska  
limited liability company

By: \_\_\_\_\_  
Richard Gokie, Member

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF SEWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Richard Gokie, President of Fast Mart, Inc., a Nebraska corporation, on behalf of the company.

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

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF SEWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Richard Gokie, Member of Bugeaters Properties, LLC, a Nebraska limited liability company, on behalf of the company.

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

### **ACKNOWLEDGMENT AND AGREEMENT OF LANDLORD**

The undersigned Landlord hereby acknowledges and consents to Redeveloper's construction of the Project in part on the Leased Property and does hereby agree to be bound by Sections 2.02(g), (h), (i), and (j), 4.05(b), and 5.02 of this Agreement and all the obligations contained therein.

**"LANDLORD"**

---

Robert J. Martens

---

Galene S. Martens

## EXHIBIT “A”

### DESCRIPTION OF PROJECT

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

Lots 7–10 and one half of the adjacent vacated alley, Block 38, Cloyd’s Addition to the City of Seward, Seward County, Nebraska;

Lots 11–14 and one half of the adjacent vacated alley, Block 38, Cloyd’s Addition to the City of Seward, Seward County, Nebraska; and

Lots 15-18 and one half of the adjacent vacated alley, Block 38, Cloyd’s Addition to the City of Seward, Seward County, Nebraska (the “Project Site”)

shall consist of the following:

- (a) **Private Improvements.** The construction of an approximately 3,870 square foot convenience store, 2,268 square foot carwash and maintenance room, gas pumps under an approximately 4,800 square foot canopy, and other associated improvements in the Redevelopment Area.
- (b) **Public Improvements.** Demolition, site preparation, landscaping, sidewalks, public parking improvements, façade enhancements and other eligible public improvements on the Project Site and in the Redevelopment Area, which public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

Exhibit “A”

## **EXHIBIT “B”**

### **REDEVELOPER TIF INDEBTEDNESS**

1. **Principal Amount.** The principal amount of the Redeveloper TIF Indebtedness shall be the amount, together with interest accruing thereon, which can be amortized by December 31, 2032, solely from the Tax Increment Revenues based upon the current aggregate ad valorem tax rate applicable to the Project Site multiplied by an assumed valuation of \$1,400,000, subject to required debt service coverage, required reserve, and cost of issuance.
2. **Anticipated Tax Increment:** \$15,168 annually. The ad valorem taxes shall be divided for a period not to exceed 15 years.
3. **Payments.** Semi-annually with interest only until real estate taxes are fully collected for the tax year 2017 in an amount sufficient to fully amortize the TIF Indebtedness on or before the Maturity Date.
4. **Maturity Date.** On or before December 31, 2032.
5. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years, commencing on the Effective Date of January 1, 2017 (2017 taxes paid in 2018) and terminating on December 31, 2031 (2031 taxes due on December 31, 2031 but paid in 2032). Payment of ad valorem taxes in arrears pursuant to customary payments in Nebraska shall not affect the 15 year TIF period.

Exhibit “B”

## EXHIBIT "C"

### PROJECTED TIF SOURCES AND USES

#### Tax Increment Financing Projections

##### 1. Assumptions:

|                 |          |
|-----------------|----------|
| Tax Levy (2015) | 1.742962 |
| Interest Rate   | 5.50%    |
| Number of Years | 15       |

##### Property Valuation:

|                   | Assessed Val. | Est.<br>Taxes |
|-------------------|---------------|---------------|
| Pre-Project       | \$529,763     | \$9,234       |
| Completed Project | \$1,400,000   | \$24,401      |
| Difference        | \$870,237     | \$15,168      |

##### 2. TIF Calculations:

|                            |                  |
|----------------------------|------------------|
| Annual TIF Amount          | \$15,168         |
| Loan Amount                | \$153,570        |
| less 3% Admin Fee          | \$4,607          |
| <b>Total TIF Available</b> | <b>\$148,960</b> |

##### 3. TIF Uses (estimate):

|                       |                  |
|-----------------------|------------------|
| Cost of Issuance      | \$4,000          |
| Demolition            | \$50,000         |
| Site Prep/Landscaping | \$20,000         |
| Façade                | \$50,000         |
| Sidewalks             | \$7,000          |
| Public Parking        | \$12,000         |
| Additional TIF Uses   | \$6,000          |
| <b>Total</b>          | <b>\$149,000</b> |

Exhibit "C"

**EXHIBIT “D”**

**CERTIFICATE OF COMPLETION OF IMPROVEMENTS  
(Fast Mart Redevelopment Project)**

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

Lots 7–10 and one half of the adjacent vacated alley, Block 38, Cloyd’s Addition to the City of Seward, Seward County, Nebraska;

Lots 11–14 and one half of the adjacent vacated alley, Block 38, Cloyd’s Addition to the City of Seward, Seward County, Nebraska; and

Lots 15-18 and one half of the adjacent vacated alley, Block 38, Cloyd’s Addition to the City of Seward, Seward County, Nebraska,

that the Private Improvements required to be constructed by the Redeveloper upon the above described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated \_\_\_\_\_, 2016, as referenced in the Memorandum of Redevelopment Agreement recorded as Instrument No. \_\_\_\_\_ in the office of the Register of Deeds for Seward County, Nebraska.

**[SIGNATURE PAGE TO FOLLOW]**

Exhibit “D”

1

**“REDEVELOPER”**

FAST MART, INC., a Nebraska corporation

By: \_\_\_\_\_  
Richard Gokie, President

BUGEATERS PROPERTIES, a Nebraska  
limited liability company

By: \_\_\_\_\_  
Richard Gokie, Member

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF SEWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Richard Gokie, President of Fast Mart, Inc., a Nebraska corporation, on behalf of the company.

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

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF SEWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Richard Gokie, Member of Bugeaters Properties, LLC, a Nebraska limited liability company, on behalf of the company.

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

Exhibit “D”

2



ACCEPTED by the Community Redevelopment Authority of the City of Seward, Nebraska this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**“CRA”**

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
SEWARD, NEBRASKA

ATTEST:

By: \_\_\_\_\_  
Bonnie Otte, Secretary

By: \_\_\_\_\_  
Michael Hecker, Chairman

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF SEWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by E. Michael Hecker and Bonnie Otte, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Seward, Nebraska, a public body corporate and politic, on behalf of the Authority.

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

Exhibit “D”

3

**EXHIBIT “E”  
(Intentionally Deleted)**

Exhibit “E”

1

## **EXHIBIT “F”**

### **FAÇADE EASEMENT AGREEMENT (Fast Mart Redevelopment Project)**

THIS FAÇADE EASEMENT AGREEMENT (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between Bugeaters Properties, LLC, a Nebraska limited liability company (“Bugeaters”), Robert J. Martens and Galene S. Martens, husband and wife (“Martens”) (Bugeaters and Martens shall be collectively referred to as the “Grantor”), and the City of Seward, Nebraska, a municipal corporation (“Grantee”).

#### **RECITALS**

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

Lots 7–10 and one half of the adjacent vacated alley, Block 38, Cloyd’s Addition to the City of Seward, Seward County, Nebraska; and

Lots 11–14 and one half of the adjacent vacated alley, Block 38, Cloyd’s Addition to the City of Seward, Seward County, Nebraska

(the “Bugeaters Property”).

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

Lots 15–18 and one half of the adjacent vacated alley, Block 38, Cloyd’s Addition to the City of Seward, Seward County, Nebraska

(the “Martens Property”)

- C. The Bugeaters Property and the Martens Property shall collectively be referred to herein as the “Property”.

- D. Licensor entered into a Redevelopment Agreement (the “Redevelopment Agreement”) with the Community Redevelopment Authority of the City of Seward (“CRA”) for the construction, renovation, and remodeling of a convenience store, carwash, gas pumps and related public and private improvements located on the Property.

- E. Pursuant to the Redevelopment Agreement, and to ameliorate the blighted and substandard conditions of the Property, Grantor agrees to make certain improvements to the façade of the Building (the “Façade”) for the benefit of the public. Under the Redevelopment Agreement Grantor is receiving financial assistance from Grantee to make certain public improvements including, but not limited to the improvements to the Façade.

- F. This Agreement sets forth the parties’ rights and obligations with respect to the Façade.

Exhibit “F”

1

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

1. Façade. In consideration of the benefits received by Grantor under the Redevelopment Agreement, Grantor hereby agrees to construct and install the Façade substantially similar to the specifications set forth in the plans, drawings and specifications set forth in the attached Exhibit A ("Plans"). Grantor shall obtain the CRA's consent prior to construction of the façade that materially deviates from the Plans.

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

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

b. Grantor shall not undertake, or allow to be undertaken, any changes to the Façade without the express written consent of Grantee. Changes to the Façade include, but are not limited to:

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

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

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

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

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

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

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

Exhibit "F"

2

(30) days prior written notice to the Grantee by the insurer of any proposed cancellation of any such insurance. Grantor shall deliver to Grantee a certificate of insurance prior to the recording of this Agreement.

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

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

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

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

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

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

**[Signature and Notary Pages to Follow]**

Exhibit "F"

3

**“GRANTOR”**

BUGEATERS PROPERTIES, a Nebraska limited liability company

By: \_\_\_\_\_  
Richard Gokie, Member

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF SEWARD     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Richard Gokie, Member of Bugeaters Properties, LLC, a Nebraska limited liability company, on behalf of the company.

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

Exhibit “F”

4

**“GRANTEE”**

CITY OF SEWARD, NEBRASKA, a municipal  
corporation

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

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF SEWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2016, by Joshua Eickmeier, Mayor of the City of Seward, Nebraska, a municipal corporation,  
on behalf of the City.

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

Exhibit “F”

**“LANDLORD”**

\_\_\_\_\_  
Robert J. Martens

\_\_\_\_\_  
Galene S. Martens

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF SEWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Robert J. Martens and Galene S. Martens, as husband and wife, each on their own behalf.

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

Exhibit “F”

6



**FAÇADE EASEMENT AGREEMENT  
EXHIBIT A**

PLANS, DRAWINGS AND SPECIFICATIONS

Exhibit "F"

7

Exhibit "F"

8

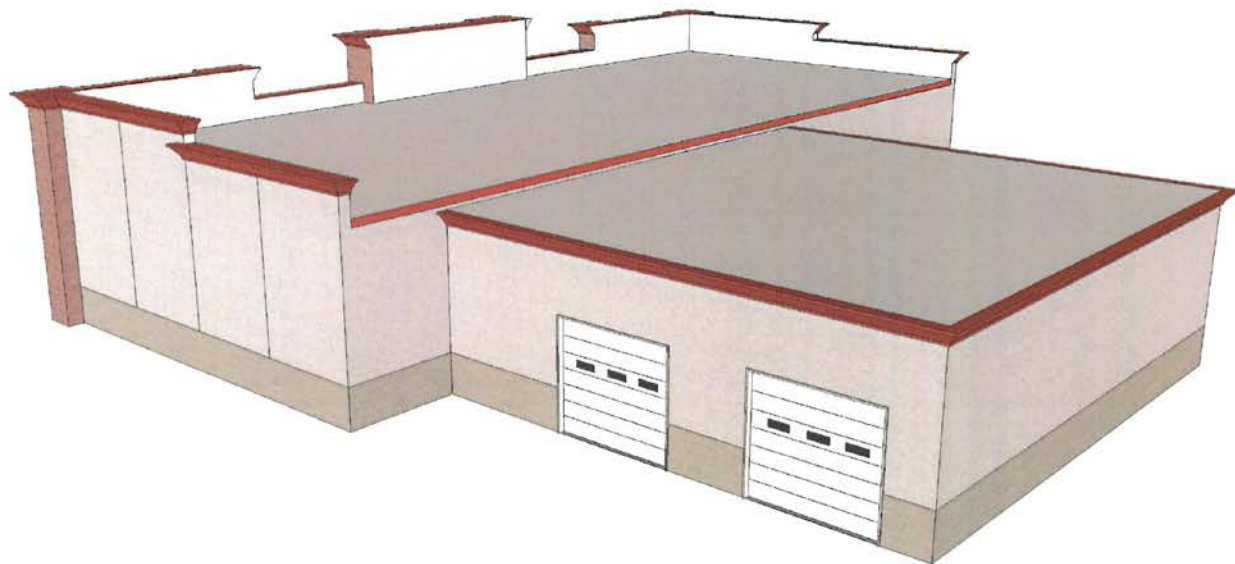


Exhibit "F"  
9

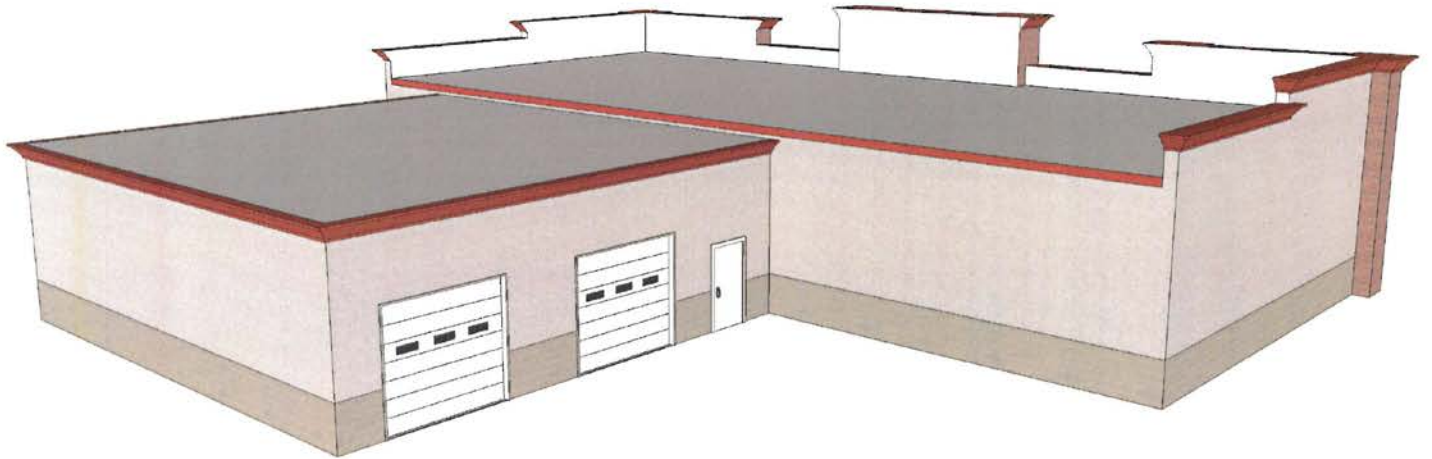
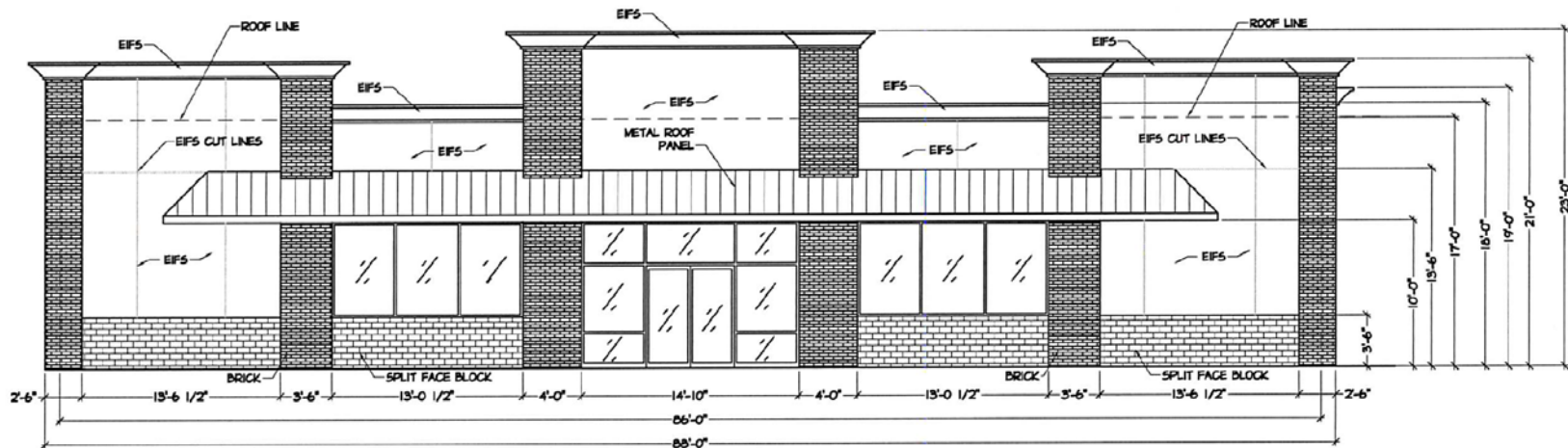


Exhibit "F"  
10

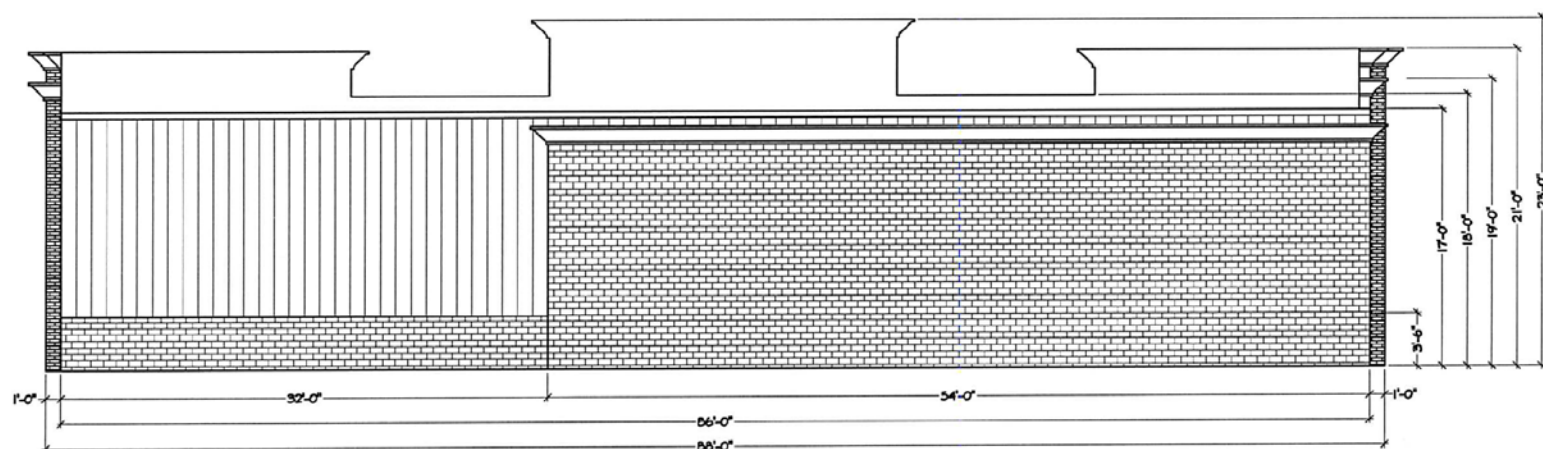


Exhibit "F"  
11





EAST



WEST

**PROPOSED ELEVATIONS**

SCALE: 1/8" = 1'-0"

Exhibit "F"  
12

PHILLIPS 66  
**PROPOSED ELEVATIONS**  
SEWARD, NEBRASKA

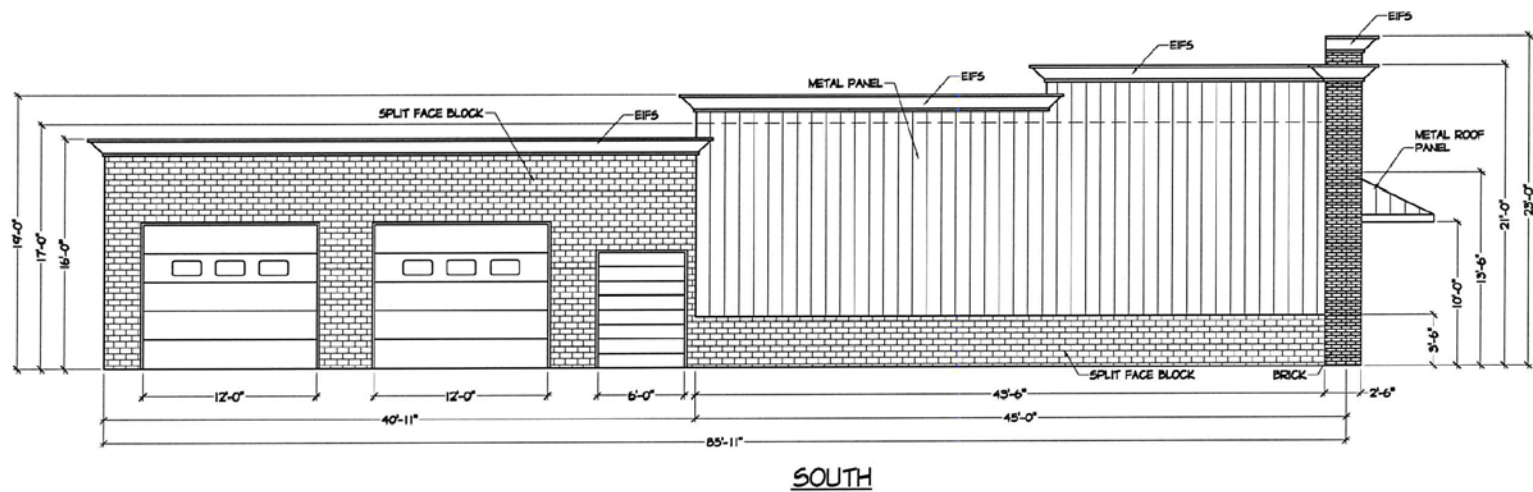
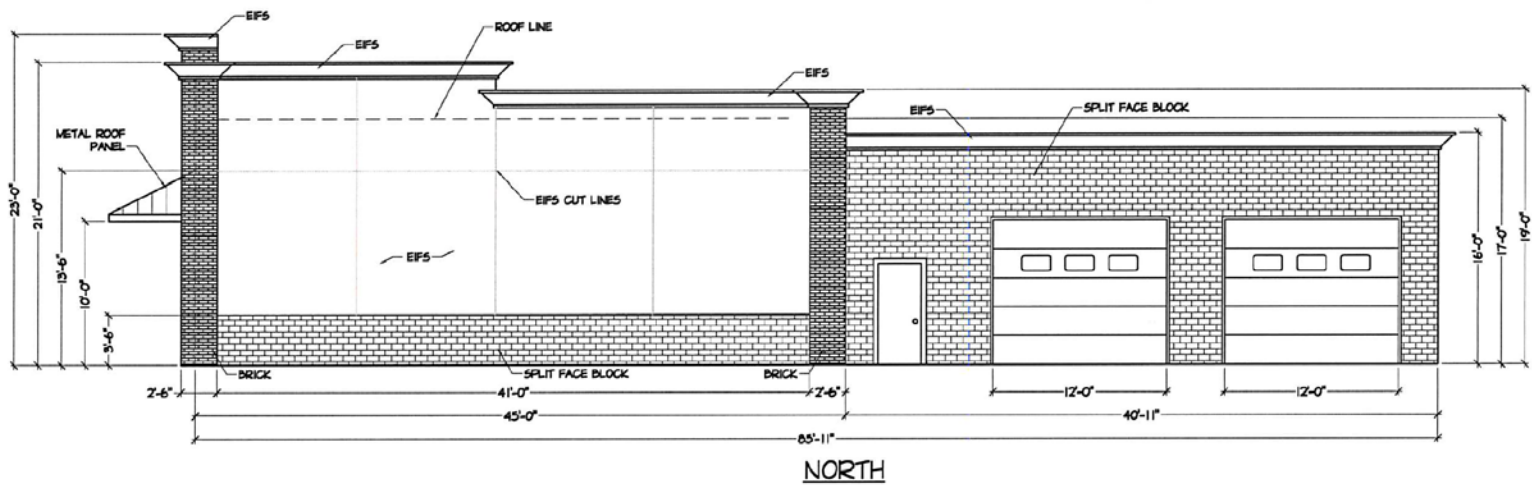
PHILLIPS 66  
208 East 6th Street  
Post Office Box 7238  
Seward, Nebraska 68471  
TEL 308.234.1838

PROJECT NO:  
XX-XX-XXX  
DRAWN BY:  
A. BARTLING  
DATE:  
03.18.2016

A3.0

WHAT IS THE BOLD? Visit Us At: www.bboldconstruction.com

PHILLIPS 66 IS AN AFFILIATE OF  
BOLD CONSTRUCTION, INC. A DIVISION OF  
THE BOLD GROUP, INC. A PUBLIC COMPANY  
NOTED ON THE NEW YORK STOCK EXCHANGE  
UNDER THE TICKER SYMBOL BOLD.



### PROPOSED ELEVATIONS

SCALE: 1/8" = 1'-0"

Exhibit "F"  
13

WHAT IS THE BID? Visit Us At: [www.bidspecconstruction.com](http://www.bidspecconstruction.com)  
 PHILLIPS BB  
**PROPOSED ELEVATIONS**  
 SEWARD, NEBRASKA  
 PROJECT NO: XX-XX-XXX  
 DRAWN BY: A. BARTLING  
 DATE: 03.18.2016  
 A3.1

## EXHIBIT “G”

### MEMORANDUM OF REDEVELOPMENT AGREEMENT (Fast Mart Redevelopment Project)

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and Bugeaters Properties, LLC, a Nebraska limited liability company, and Fast Mart, Inc., a Nebraska corporation (collectively “Redeveloper”).

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

Lots 7–10 and one half of the adjacent vacated alley, Block 38, Cloyd’s Addition to the City of Seward, Seward County, Nebraska;

Lots 11–14 and one half of the adjacent vacated alley, Block 38, Cloyd’s Addition to the City of Seward, Seward County, Nebraska; and

Lots 15-18 and one half of the adjacent vacated alley, Block 38, Cloyd’s Addition to the City of Seward, Seward County, Nebraska

(the “Project Site”).

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CRA of the private improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the Project Effective Date of January 1, 2017. The Tax Increment so captured by the CRA shall be used to make the public improvements as described in the Redevelopment Agreement.

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

[SIGNATURE PAGES TO FOLLOW]

Exhibit “G”

1



**“CRA”**

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
SEWARD, NEBRASKA

ATTEST:

By: \_\_\_\_\_  
Bonnie Otte, Secretary

By: \_\_\_\_\_  
Michael Hecker, Chairman

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Michael Hecker and Bonnie Otte, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Seward, Nebraska, a public body corporate and politic, on behalf of the Authority.

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

Exhibit “G”

2

**“REDEVELOPER”**

FAST MART, INC., a Nebraska corporation

By: \_\_\_\_\_  
Richard Gokie, President

BUGEATERS PROPERTIES, a Nebraska  
limited liability company

By: \_\_\_\_\_  
Richard Gokie, Member

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF SEWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Richard Gokie, President of Fast Mart, Inc., a Nebraska corporation, on behalf of the company.

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

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF SEWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Richard Gokie, Member of Bugeaters Properties, LLC, a Nebraska limited liability company, on behalf of the company.

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

4832-9233-1311, v. 2

Exhibit “G”

3

**CITY OF SEWARD, NEBRASKA**

**RESOLUTION #2016-\_\_**

(Amendment to Redevelopment Plan - Fast Mart Project)

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

RECITALS

A. The Community Redevelopment Authority of the City of Seward ("CRA") has recommended that the Redevelopment Plan for Redevelopment Area #1, a copy of which is on file and available for public inspection with the City Clerk, (the "Redevelopment Plan") should be amended to include a project for the redevelopment of certain real property within the Redevelopment Area identified and legally defined in said amendment (the "Project Site").

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

C. The Redevelopment Plan Amendment includes a redevelopment project, (the "Project") that will utilize tax increment financing pursuant to Neb. Rev. Stat. § 18-2147.

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

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

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

G. On April 19, 2016, the City Council held a public hearing relating to the question of whether the Redevelopment Plan should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

H. The City Council has reviewed the Redevelopment Plan Amendment, the cost benefit analysis prepared by the CRA, and the recommendations of the Planning Commission, and has duly

considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, it is found by the City Council of the City of Seward, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2154 (the "Act"), as follows:

1. The Project Site is in need of redevelopment to remove blight and substandard conditions identified pursuant to Section 18-2109 of the Act.
2. The Redevelopment Plan Amendment will, in accordance with the present and future needs of the City of Seward, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.
3. The Redevelopment Plan Amendment is in conformance with the general plan for development of the City of Seward as a whole, as set forth in the City of Seward Comprehensive Plan, as amended.
4. The cost and benefits set forth in the Project cost benefit analysis are found to be in the long-term best interest of the City of Seward.
5. The Project would not be economically feasible without the use of tax increment financing.
6. The Project would not occur on the Redevelopment Area without the use of tax increment financing.

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

[SIGNATURE PAGE TO FOLLOW]

Dated this 19th day of April, 2016.

CITY OF SEWARD, NEBRASKA

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

ATTEST: \_\_\_\_\_  
City Clerk

**CITY OF SEWARD, NEBRASKA  
RESOLUTION NO. 2016-\_\_\_\_\_**

(Approval of Redevelopment Agreement - Fast Mart Project)

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

RECITALS

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

B. The Redevelopment Plan, as amended, includes a specific redevelopment project identified as the Fast Mart Project that will include the use of tax increment financing (the "Project").

C. On April 6, 2016, the CRA approved the Redevelopment Agreement for the Project.

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

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Seward, Nebraska, that the Redevelopment Agreement between the Community Redevelopment Authority of the City of Seward, Nebraska, Bugeaters Properties, LLC, and Fast Mart, Inc., which is attached hereto as Exhibit "A" and incorporated here by this reference, is hereby approved;

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

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

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

DATED THIS 19<sup>th</sup> day of April, 2016.

CITY OF SEWARD, NEBRASKA

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

ATTEST: \_\_\_\_\_  
City Clerk

EXHIBIT "A"

(Redevelopment Agreement)

Exhibit "A"



# **City of Seward, NE**

**Tuesday, April 19, 2016**

**Regular Session**

## **Item G4**

### **PRESENTATION BY JERRY PIGSLEY ON WAGE AND BENEFIT COMPARABILITY - Jerry Pigsley, Woods & Aitken, LLP**

**Administrative Report: The City Council requested a presentation on wage and benefit comparability. Following the presentation, no action is anticipated.**

**Staff Contact:**

# **City of Seward, NE**

**Tuesday, April 19, 2016**

**Regular Session**

## **Item G5**

### **CONSIDERATION OF AN AGREEMENT WITH SNOWMOTION TO OPERATE A CONCESSION STAND AT THE SEWARD MUNICIPAL SWIMMING POOL - Bruce Smith**

**Administrative Report:** Suzanne Gligorevic approached the City about operating the Concession Stand at the Dowding Pool this summer. The Park and Rec Board approved the operation of the concession stand by a contract company. The City advertised for others who may be interested in operating a concession stand and received no responses. The agreement is for the current 2016 pool season only.

**Following review and discussion, a motion to approve the agreement would be in order.**

**Staff Contact:**

## **AGREEMENT TO OPERATE CONCESSION STAND**

THIS AGREEMENT is made this \_\_\_\_ day of April, 2016 by and between the CITY OF SEWARD, NEBRASKA a municipal corporation ("CITY") and SUZANNE GLIGOREVIC, doing business as SNOWMOTION, ("SNOWMOTION"), and

### **WITNESSETH:**

WHEREAS, CITY owns a concession stand at the Dowding Municipal Pool located at 167 North 14<sup>th</sup> Street, Seward, NE 68434, and

WHEREAS, CITY desires to have the Dowding Municipal Pool stand operated for the sale of food, candy and beverages to users of the Dowding Municipal Pool; and

WHEREAS, SNOWMOTION desires to operate the concession stand at the Dowding Municipal Pool for the 2016 pool season.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. CITY hereby awards to SNOWMOTION, and SNOWMOTION hereby accepts, a revocable license to operate the Dowding Municipal Pool concession stand for the 2016 pool season.
2. SNOWMOTION shall install and equip, at no expense to CITY, all of the equipment necessary for the operation of the concession stand for the sale of food, candy, beverages, and other consumables. No popcorn will be sold at the concession stand.
3. SNOWMOTION agrees that the equipment to be installed, as well as the items to be served and the prices to be charged shall be subject to the approval of the Parks and Recreation Director of CITY, who shall make such approval in writing. SNOWMOTION shall have the option to develop package pricing for parties and special events to partner with the Dowding Pool offerings, subject to the approval of the Parks and Recreation Director of CITY. The Parks and Recreation Director may also require that a price list be posted for the benefit of the public in such a place on the premises as may be designated by him. It is further agreed that SNOWMOTION shall retain the ownership to all items of equipment installed in the concession stand and reserves the right to remove the same at the termination of this Agreement, provided that the concession stand is left in its original condition, reasonable wear and tear excepted.
4. Except as otherwise provided herein, upon termination of this Agreement, all permanent

improvements made and fixtures installed by CITY or SNOWMOTION to the concession stand shall be the property of CITY, and CITY shall be in no way liable to SNOWMOTION for the cost of any of the improvements or fixtures.

5. SNOWMOTION shall pay CITY the sum of fifteen percent (15%) of the amount of revenues from all sources received at the concession stand at Dowding Municipal Pool after deducting any applicable city and state sales taxes payable on concession sales. The payment shall be made on a monthly basis to CITY within ten (10) days after the close of each month.

6. The term of this Agreement shall be from the date of this Agreement to the end of the 2016 pool season as determined by the CITY and provided that both CITY and SNOWMOTION shall have the right to terminate this Agreement without cause and without penalty upon thirty (30) days' written notice to the other party.

7. CITY reserves the right to cancel this Agreement for violation of any of the terms hereof, or any violation of any law or ordinance, provided, however, that ten (10) days' written notice shall be given the SNOWMOTION to correct the condition prior to the cancellation. Failure to correct a violation within ten (10) days after notice shall result in automatic termination without any further notice.

8. SNOWMOTION shall pay all of the concession stand bills within ten (10) days after the due date thereof.

9. No merchandise sold by the SNOWMOTION shall be given to the customers in glass bottles, and no vending machine shall be permitted on the premises without the written approval of the Parks and Recreation Director.

10. The area in which the concession stand is located, including the building and the equipment used therein, shall be maintained by SNOWMOTION in a safe, neat, clean, and orderly condition in accordance with the instructions of the Parks and Recreation Director and meet with his approval. The disposal of papers, towels, and other burnable goods plus food scraps will be the responsibility of the SNOWMOTION.

11. CITY agrees to pay all utility expenses incurred in connection with the operation of the concession stand, including water, sewer, garbage and electricity.

12. SNOWMOTION shall not sell, lease, assign or sublet any rights under this Agreement without the advance permission in writing of CITY.

13. SNOWMOTION shall defend, indemnify, save and hold harmless CITY, its officers, agents and employees, from any claims or lawsuits arising out of injury to, or death of, any person or damage to any

property caused by or alleged to have been caused by any negligent act or omission of SNOWMOTION, its officers, agents, employees, volunteers, assignees, lessors or subcontractors, in carrying out the terms of this Agreement.

14. SNOWMOTION, at its sole expense, shall maintain in full force and effect throughout the term of this Agreement the following described insurance coverage, insuring not only SNOWMOTION, its officers, agents, employees, volunteers, assignees, lessees and subcontractors, if any, but also, with the exception of Workers' Compensation, CITY, its officers, agents and employees:

15. A certificate of such insurance evidencing such coverage shall be filed by SNOWMOTION concurrently with the execution of this Agreement in a form satisfactory to the City Administrator for the CITY naming the CITY as an additional insured.

16. SNOWMOTION shall be available and shall the concession stand in operation at all times during the operating hours as specified by the Parks and Recreation Director.

17. SNOWMOTION shall install and maintain an adequate set of bookkeeping records from which statements of profit and loss and a balance sheet can be readily prepared and agrees to make the books available to CITY for examination upon request for the purposes of calculating payments under this Agreement. SNOWMOTION shall maintain a record for all items sold and the original invoices for all goods purchased during the term of this Agreement, and make such available to CITY for its inspection.

18. SNOWMOTION shall obtain at its own expense any and all permits and licenses that may be required by law or ordinance in the conduct of the concession and shall pay any and all taxes that may be assessed against it for whatever purposes in the operation of the concession. SNOWMOTION shall contact and meet with and obtain the consent of the State of Nebraska Health Department before and during the operation of the concession stand.

19. No alcoholic beverages shall be consumed at or sold at the concession stand.

20. SNOWMOTION shall make no alterations, additions, or changes, to any portion of the concession stand or to any CITY equipment without first securing in writing the approval of the Parks and Recreation Director of CITY to such alteration, addition or change. Any such alterations, additions or changes, if approved, shall be made at the expense of the SNOWMOTION.

21. This Agreement constitutes the whole and integrated understanding of the parties hereto. It may be amended only in writing.

22. Notices to the parties shall be sent by first-class United States mail, postage prepaid, or delivered to

the following addresses:

SNOWMOTION:

Suzanne Gligorevic  
77 Langworthy Lane  
Seward, NE 68434

CITY OF SEWARD:

Bruce Smith  
City Administrator  
537 Main Street  
Seward, NE 68434

Either party may change the address for notification by sending the other party notice of such change.

THIS AGREEMENT TO OPERATE CONCESSION STAND is entered into effective as of the \_\_\_\_ day of April, 2016.

SNOWMOTION

\_\_\_\_\_  
By: Suzanne Gligorevic

CITY OF SEWARD

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

COUNTY OF SEWARD ) ss.  
 )

Notary Public

Notary Public

# **City of Seward, NE**

**Tuesday, April 19, 2016**

**Regular Session**

## **Item G6**

### **CONSIDERATION OF SEWARD FOUNDATION APPLICATION - Clark Kolterman**

*Request for Seward Foundation to sponsor Chautauqua 2017*

*Request for Seward Foundation to provide \$1,000 to assist with Seward's Sesquicentennial celebration*

**Administrative Report:** The agenda request forms are attached. The application for the Chautauqua will be provided in a separate email and added to the packet prior to the meeting.

**Staff Contact:**





**SEWARD**

P.O. Box 38 • 537 Main Street  
Seward, Nebraska 68434  
Phone 402-643-2928  
Fax 402-643-2087

PUBLIC REQUEST FOR COUNCIL AGENDA ITEM OR ADMINISTRATIVE ACTION

DATE: April 14  
NAME: Clark A. Kolterman  
ADDRESS: 660 E. Pinewood Seward Ne  
EMAIL ADDRESS: clark.kolterman@sewardschools.org TELEPHONE NO. 643 6135

EXPLANATION OF REQUEST:

Chautaugua 2017 Endorse for  
Foundation Request -

ACTION REQUESTED:

Support request to  
Foundation to again sponsor  
Chautaugua 2017 in Seward -

Will this agenda item require the expenditure of funds? Yes ☒ No ☐ by foundation  
Unknown ☐

[Signature]  
(Signature of requester)

Clark A Kolterman  
(Print Name)

Council meetings are held on the 1<sup>st</sup> & 3<sup>rd</sup> Tuesdays of every month. All requests for the Agenda must be submitted by noon on the Wednesday preceding the Council meeting, any item received after this time would have to be of an emergency nature. Once a request is received, Administration will review it and determine whether or not it requires Mayor/Council action, or whether it is an item that needs to be handled by staff.

Received by: Bonnie Clute Date: 4/14/16  
(City employee)

>From: Clark A. Kolterman <[clark.kolterman@sewardschools.org](mailto:clark.kolterman@sewardschools.org)>

Subject: Grant Request Form

Phone: 402-643-6138

Address: 660 East Pinewood Avenue

Project Name: Chautauqua 2017

Will be submitted to: City Council

Description of Project:

We again request the Seward Foundation be the major sponsor for the Nebraska Chautauqua in 2017. The Seward Foundation underwrote the sponsorship in 1996 (\$4000) and 2000 (\$7000) and we hope to bring the Chautauqua back in 2017 (\$5000)-as an official \$150 event for Seward. The theme salutes World War I and with the new Nebraska National Guard Museum open, we felt the timing was right and would make a perfect addition for our Nebraska, County and City of Seward's Sesquicentennials!

Additional Information: Seward has hosted many Chautauqua's in it's 150 years and has a rich history with Chautauqua's. Seward enjoyed hosting two very successful Chautauqua's in recent years-1996 and 2000. This would be one similar to the format of the previous ones, however we would locate it behind the new Nebraska National Guard Museum. Our target market includes all ages of the community, as it did in the past-involving children with a host of educational activities and exhibits, speakers and programs to tie in with the activities of the evening speakers and themes.

We again would incorporate the large tent with the evening shows, however also have the new Nebraska National Guard museum faciltiy and the Seward Civic Center for resource space, along with the beautiful new Seward Memorial Library.

Interestingly, the Chautauqua would be on the location originally known as Chautauqua Park and the last Chautauqua's that played in Seward were the Red Path Chautauqua's involving local talent-two Seward boys of the past-Dave Koch -"Mr. Magic" and Buddy Imig and his Troop of Talent!"

The week long event would feature a variety of exhibits and happenings throughout the week-offering programs and activities for all ages, culminating each evening with a program featuring local talent in the "Pre-Show" and one of the featured speakers from the Humanities under the theme of the era of World War I. The featured speakers include actors portraying William Jennings Bryan, Woodrow Wilson, Edith Wharton, W E B Du Bois and Jane Addams. We would make this a City wide effort, involving the youth/children in the community, seniors and citizens of all ages. We would incorporate a host of activities to promote the event and try and reach all segments of the community-offering events at all times of the day!

Financial Information:

We would base the financials on the success of the last two, and thus request sponsorship of the program from the Seward Foundation, along with support of the local businesses and civic groups with specific sponsorship's of various programs. The Seward Arts Council, a local 501 c 3 organization, has

already agreed to handle all the funds and donations-serving as the event's fiscal officer. We estimate the cost of this project at \$10,000.

Total Project Cost: \$10,000

### **Operating Budget**

Who will continue to fund and maintain this program on an on-going basis?:

Chautauqua -Seward 2017

Expenses:

|                 |          |
|-----------------|----------|
| Sponsorship fee | \$5000   |
| Advertising     | \$1000   |
| Lodging         | \$1000   |
| Transportation  | \$1000   |
| Site Expenses   | \$1000   |
| Miscellaneous   | \$1000   |
| Total Expenses  | \$10,000 |

Income:

|                      |          |
|----------------------|----------|
| Sponsorship Fee:     | \$5000   |
| Corporate Donations  | \$3000   |
| Seward Arts Council  | \$1000   |
| Seward Co. Vis. Comm | \$1000   |
| Total Income         | \$10,000 |

Note: in the past some expenses and income were generated from "In-kind" gifts.

Describe how the budget figures were arrived at?

Based on the previous two local Seward Chautauqua's!

Will this grant be sufficient to start/continue this program/project?

If approved, the Seward Foundation will be the Major Corporate Sponsor, as in the past!

Are you submitting this request elsewhere for funding considerations? If so, to whom and for how much?

Funds from the Nebraska Arts Council and various corporate sponsorship's too. In the past both the Omaha World Herald was a sponsor, along with Hughes Brothers.

Has this request been made elsewhere and turn down? If so, why?

No

After grant monies from the Seward Foundation, Inc. has been expended what plans are being made to ensure the ongoing operation of the project/program?

This is a once in a decade (or so) project. (It takes that long to forget how much work is involved!)

## Other Information

Is this project application related to a new or on-going program?

This project ties in perfectly with the new Nebraska National Guard museum and our City of Seward, Seward County and Nebraska's Sesquicentennials.

Who was involved in the development and planning of this program/project?

The Seward Arts Council, the Seward Sesquicentennial Committee and the Nebraska National Guard Museum administration.

Will this program/project be evaluated regularly and if so by whom?

It will probably be evaluated by the people that attend. The last two we sponsored both broke attendance records and created great memories.

Is the project/program ready to begin immediately? If not, what is the target date for completion and/or readiness?

What we need now is to have a letter of sponsorship (confirmation letter) from the Seward Foundation to guarantee that they would be the main sponsor for the Chautauqua. Then we can proceed with the application. The Humanities Nebraska selects two communities to host the event each year and they cannot be major communities in size such as Lincoln or Omaha. We feel that because we are hosting our own Sesquicentennial and our proximity to Lincoln, we should have a great chance at hosting the event. This year they are in Hastings and North Platte.

Nebraska Chautauqua Application

2017

“World War I: Legacies of a Forgotten War”

Host

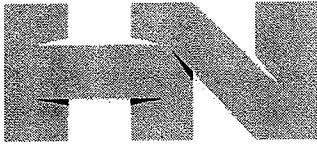
City of Seward

Seward Arts Council

Nebraska National Guard Museum

Seward, Nebraska

“Nebraska’s Official Fourth of July City”



**Humanities Nebraska**  
215 Centennial Mall South, Suite 330  
Lincoln, NE 68508  
Phone: 402-474-2131  
Fax: 402-474-4852  
E-mail: kristi@humanitiesnebraska.org

**Nebraska Chautauqua Application**  
**“World War I: Legacies of a Forgotten War”**  
**Preferred Dates: Second, Third, or Fourth weeks of June – 2016**  
***Application Deadline: September 15, 2015***

In exploring the impacts of World War I on the United States and the lasting impacts on the world in the 20<sup>th</sup> century and beyond, “WWI” will feature scholars portraying the following historical characters:

- **Woodrow Wilson (1856-1924)**, U.S. President from 1913-1921, leader in the Paris Peace Conference in 1919, author of the Fourteen Points and architect of League of Nations
- **Edith Wharton (1862-1937)**, Pulitzer Prize-winning author of *Age of Innocence* and many other works, traveled to the front during WWI and advocate of American involvement in the war.
- **W.E.B. Du Bois (1868-1963)**, sociologist and historian, civil rights activist, author & editor, co-founder of the National Association for the Advancement of Colored People (NAACP).
- **William Jennings Bryan (1860-1925)**, politician and orator, frequent speaker on the Chautauqua circuit, 3-time Democratic presidential candidate, populist leader, Congressman from Nebraska, Secretary of State under Woodrow Wilson.
- **Jane Addams (1860-1935)**, social worker, founder of Hull House, author, women’s suffrage and peace leader.

The “WWI” Chautauqua is presented by Humanities Nebraska with support from the Nebraska Cultural Endowment and the National Endowment for the Humanities and will visit **two** communities each summer from 2016-2018. Each tent presentation of the 4-day Chautauqua begins with approximately 30-45 minutes of entertainment related to the theme (local entertainment on Thursday through Sunday evening, with Young Chautauquans on Friday evening). Our moderator, President Woodrow Wilson is then introduced to provide some initial comments and then introduces the featured guest who speaks to the audience as the historical figure followed by an opportunity for the audience to question the historical figure. The audience then has the opportunity to question the scholar, who can provide an historical corrective to any self-serving responses that the historical character may have given or answer more contemporary questions that the historical character could not explore. The program also provides pre-Chautauqua book & community discussions, daily adult workshops during Chautauqua week conducted by the scholars, activities/workshops for youth including a Youth Chautauqua Camp (who present their portrayals Friday evening before the featured presentation), and a traveling exhibit. The Chautauqua week kicks off on Wednesday evening with a “Meet the Chautauquans” event and possibly some initial scholar workshops Wednesday afternoon (full schedules yet to be determined).

## **Primary Expectations of the Community**

### **Financial**

Host communities are expected to contribute toward program costs of the Nebraska Chautauqua.

- **Community fee due May 1 of the year of the event (May 1, 2016 for 2016 sites, etc.).**
  - Communities under 1,500 are required to contribute \$3,500
  - Communities over 1,500 are required to contribute \$5,000
- **Local advertising and publicity** is the responsibility of the host community (except materials provided by Humanities Nebraska), as well as costs of community events to complement Chautauqua.

## Application Narrative

On a separate page (typed) please answer the following questions:

✓ 1. **What is your vision for Chautauqua in your community?**

- ✓ • *Who will be involved? What non-profit organizations/entities will take the lead in organizing efforts?*
- ✓ • *What other events and activities will complement it?*
- ✓ • *How will you promote it?*
- ✓ • *How will you involve schools, community organizations and community leadership?*
- ✓ • *What programs and activities will you have leading up to Chautauqua to build community interest and prepare people for full participation?*

*Please include elements like a general advertising plan, who will raise the funds, who you have in mind to be on the steering committee, who will supply the vehicles, electric power, and sound equipment, as well as organizations that will provide volunteers and other support/contributions.*

✓ 2. **Why should HN select your community as a Chautauqua site?**

- ✓ • *What will be the benefits for your community and region?*
- ✓ • *Why would your community be a successful site?*
- ✓ • *How much support (monetary and other donations, volunteers, in-kind, etc.) do you expect to get?*
- ✓ • *What would be unique about the "WWI" Chautauqua in your community?*

## Enclosures

Please enclose the following in your application packet:

- ✓ 1. **Confirmation Letter:** A letter from the sponsoring non-profit organization(s) confirming that your community can meet the "financial" and "community/volunteer support" requirements for hosting Chautauqua.
- ✓ 2. **Letters of Support:** Evidence of **broad community support**—from the mayor and other community officials, outstanding volunteers, businesses and arts organizations, chambers of commerce, tourism organizations, senior centers, service clubs, libraries, historical societies, age groups, newspapers and radio stations. **Include letters from as many people and organizations as you can enlist in collaborating on a successful Chautauqua.** Your proposal will be more competitive if they describe specifically how they will contribute to Chautauqua.

**Please submit two (2) hard copies or one electronic copy (sent to [kristi@humanitiesnebraska.org](mailto:kristi@humanitiesnebraska.org)) of the application form, narrative and enclosures no later than September 15, 2015.**

**Please direct any questions to Kristi Hayek Carley, Chautauqua Coordinator at the aforementioned email address or 402-474-2131 ext. 108.**

## Community and Volunteer Support

Host communities will be expected to provide the following (but not limited to):

- Steering committee and sub-committees to assist the project coordinators
- A well-protected site for the tent (a grassy area in a park or some other option, in consultation with HN)
- Electric lines & sufficient power near the tent; arrangements for sound & security at the tent
- Nine rooms of lodging, including one room donated by the community
- One loaner car for local use by the Troupe during Chautauqua including transportation for scholars to the tent every evening and to their workshops
- Coordinators for scholar workshops, Youth Chautauqua Camp, other youth programs, & pre-Chautauqua book and community discussions
- Coordination and accounting of in-kind contributions and donations
- Periodic meetings/consultations with Nebraska Chautauqua coordinator
- Coordination (in consultation with HN) of a possible Chautauquan visit in the spring prior to the event in your community
- Site and volunteer coordination for traveling exhibit

*\*More comprehensive information detailing expectations is available in the Community Guide available from HN.*

*\*Please contact Kristi Hayek Carley, Chautauqua Coordinator, Humanities Nebraska for more information and/or suggestions or if there are any questions or concerns.*

## Application

Host Community Seward, Nebraska  
Sponsoring Organization Seward Arts Council

### Project Coordinator

Name Clark A Kolterman  
Address 660 E Pinewood Avenue (School 402-643-2988)  
Day Phone 402 643 6138 Evening Phone 402 443 6138 Cell 402 641 8522  
E-Mail clark.kolterman@seward-school.org

### Secondary Contact

Name Phil Bongert, Treas.  
Address Box 469  
Day Phone 402 643 3602 Evening Phone \_\_\_\_\_  
E-Mail \_\_\_\_\_

Proposed Site for Chautauqua Tent @ Nebraska National Guard Museum Park

*Preferred Dates (final dates would be arranged between communities & HN; must be consecutive with other site):*

2016 –

June 8-12

June 15-22

June 22-26

June 29-July 3

Please indicate your 1<sup>st</sup> Choice June 15-22, 2<sup>nd</sup> Choice June 8-12, 3<sup>rd</sup> Choice June 22-26 and any unavailable dates \_\_\_\_\_

*\*4<sup>th</sup> option for the year (non-bolded) will only be utilized if consecutive weeks cannot be achieved. HN will make decisions on 2016 communities in October 2015. Applications from communities not selected for 2016 will be considered for possible slots in 2017 & 2018.*



**1. What is your vision for the Chautauqua in your community?**

The year 2017 is very special in Seward, as we will not only celebrating the 150<sup>th</sup> Birthday of Nebraska, but it will also mark the Sesquicentennial for Seward and Seward County. Because of these special celebrations, we felt that this very historic happening would be a perfect addition to our yearlong celebration in Seward-with our vision being historic, educational and celebratory. Along with this historic vision for our celebration, educationally, the opening of the new Nebraska National Guard State Museum would offer a wonderful compliment to the entire Chautauqua presentation-since the theme centers around World War I-as the proposed tent site would be located right next to the museum. Also, the Chautauqua itself is very educational and the experiences surrounding it add to that experience. Both the museum and the proposed Chautauqua tent would be located on the original grounds that hosted so very many Chautauqua's in Seward in the past and almost become a double attraction!

- 2. Who will be involved?** This would be our third Great Plains Chautauqua and, believe it or not, many of those original committee members have already stepped up to help. The Seward Arts Council, one of the oldest community Arts Councils, will again take the lead on the programing and committee work. We also have the various civic clubs- the GFWC Seward Woman's Club, GFWC Seward Junior Woman's Club, the Seward Rotary, Seward Kiwanis, Seward Helping Hands Kiwanis and Seward Optimist Clubs in support of the project and willing to help again, as they did in the past. Also, the Seward Chamber and City of Seward have endorsed the project, offering to assist as needed-as has the local Seward County Visitor's Committee-the area lodging tax group. We will involve local musical, entertainment in pre-shows and plan to again involve area teachers in children's activities and programs as well.

- 3. What other events will complement the Chautauqua?** Last time we hosted various events to compliment the programs featured in the Chautauqua. The GFWC Seward Woman's Club held a Victorian Tea, there were various Children's events and speakers. Since we are going to located next to the museum, we felt that was the natural site for many of the activities, workshops and exhibits, however the Seward Civic Center is also, only two blocks away, and a great location for many of the co-sponsored events. We also again plan some type of food offering each night by one of the service organizations, offering a meal or featured food to the public, prior to the Chautauqua. Once we are confirmed and know we will really be hosting the event, our complimentary plans will become more definite. Also, the current leadership of many groups, do not want to commit for next year's leadership this early out- but all want to be "on board," just not committing to specifics yet!

- 4. How will you promote it?** Our proximity to Lincoln also offers the various TV and radio opportunities and of course the major papers would also be promoting it as well. We would

print a poster and distribute it throughout the area. We have found that a very effective media is Social Media and we would really push the various events with that as well.

5. **How will you involve schools, groups and civic organizations?** We would promote the workshops and activities for the children in the schools-sharing dates and specifics before school is out. Also, distributing the flyers with the schedules of the Children's events to the schools before they are dismissed in the summer-and try and work around other area children's activities, such as Vacation Bible Schools. Last time, many of the Chautauqua speakers also served as the weekly program for the various groups the week of the Chautauqua and these presenters attended many meetings, such as Rotary or Kiwanis, promoting the event- and the local Women's Club held a Victorian Tea that was very popular and successful. As stated before, various civic groups would be a host for the evening and offer activities and food as a pre-show happening as well.
6. **What programs will be offered leading up to Chautauqua week?** We have a series of programs offered through our City Library and many could be geared to tie in with the Chautauqua, as well as the book clubs, study clubs, magazine clubs themes might all relate to the theme of the Chautauqua. We felt a panel of senior citizens that would maybe reminisce about former Chautauqua's would be fun and of course, the local paper would print a special Chautauqua edition/insert promoting the event and offering many related stories. Much will be determined once the event is confirmed.

The general plan will be coordinated by the Seward Arts Council, under the leadership of Clark Kolterman-project chair. Phil Bangert-Vice President of the Jones National Bank in Seward has again agreed to be the fiscal agent. Kolterman, a local high school teacher, is Chair of the Seward Arts Council and Bangert is the Treasurer. Both were very involved in the last two Chautauqua's as well. Other lead members of the committee are Becky Baker for the City of Seward Memorial Library-Head Librarian, Gerry Meyer -Director of the Nebraska National Guard Museum and Jeanne Wiemer-Owner of the Red Path Art Gallery and Tasting Room and Vice President of the Seward Arts Council. Alan Baldwin, Chief of Police has also agreed to serve on the committee. The Seward Arts Council will be the lead organization but we have a host of local groups willing to help as well. Housing, transportation, electrical and sound can be arranged, once we know specifics. The last two Chautauqua's were coordinated by the Seward Arts Council and the major sponsor was the Seward Foundation. They have not meet to approve the formal request, however, the proposal is on their agenda. If they do not agree to again sponsor the event, the Seward Arts Council will underwrite the activity. The local committee is working very closely with the Seward County Visitor's Committee, many of the members serve on both boards, and they, of course, see and realize the value of the project too!

**2. Why should HN select your community as the Chautauqua site?** First of all, it is a perfect setting with the opening of the new Nebraska National Guard Museum -especially with this year's theme- "Legacies of a Forgotten War!" We are in a tri sesquicentennial event-celebrating the 150<sup>th</sup> Birthday of

Nebraska, Seward and Seward County and our community is in a festive spirit-looking for a great historic and educational attraction to add to the festivities. Our location and proximity to Lincoln and Omaha – with easy access to the I-80 connection, make it easy for all of Nebraska to enjoy the event. We have a real Chautauqua heritage-we have already hosted two in recent years –so people know what they are and what they offer. Finally and the proposed site for this Chautauqua is on the very site of former Chautauqua's held in Seward!

**a. What will be the benefits for your community and region?** It will be another reason to visit Seward and the new National Guard Museum, when visiting the Chautauqua events. It will also promote our heritage and educate the community on World War I and all that surrounded it. The Chautauqua will bring the community together-working for the greater cause and working together. It is also a summer activity for the children and families. It will showcase local talent and the various civic groups as well, not to mention showcasing the community. It is a perfect addition to our Sesquicentennial celebration and add so much to that program too.

**b. Why would your community be a successful site?** We have a good "track record" with HN and have held two very successful Great Plains Chautauqua's in the past. We also have a great facility and a good location with lots of appeal-being located right next to the new Nebraska National Guard museum. Seward's proximity to Lincoln and Omaha, are another attraction to consider when making the selection.

**c. How much support do you expect to get?** Being an optimist, we know we will get the support needed or required to present an outstanding event. We will, of course, cover the fee for the Great Plains Chautauqua and feel that any additional support will be covered, as the budget is prepared and the needs are set into place. We had a track record of fiscal responsibility with the last two shows in Seward and I do not expect anything different for this event as well this time!

**d. What would be unique about the "WWI" Chautauqua in your community?** The fact is that it is during the Sesquicentennial is a major factor-making it a special event-but the location and tie in with the new Nebraska National Guard State Museum makes it a perfect "marriage!"! The museum will have a strong thrust for WWI exhibits that tie into the theme as well and make the entire event a signature event, not only for Seward but for all of Nebraska! We plan to also promote this with the Nebraska Sesquicentennial Commission and their program too.

**Seward Arts Council  
Box 469  
Seward, Nebraska 68434  
Founded in 1969/Incorporated in 1974  
"One of the first Community Arts Councils in Nebraska!"**

March 28, 2017

Humanities Nebraska  
Chautauqua Selection Committee  
215 Centennial Mall South, Suite 330  
Lincoln, NE 68505

RE: Letter to request Seward as the site for the 2017 Great Plains Chautauqua-Confirmation Letter

Dear Selection Committee,

The Community of Seward, Nebraska is excited to request consideration to be selected to host the 2017 Great Plains Chautauqua. The Seward Arts Council, one of the oldest and first established Arts Councils in Nebraska is excited to again serve as the coordinating sponsoring organization for this outstanding, historical event.

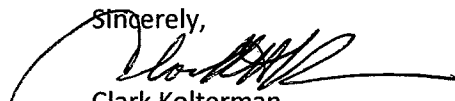
Along with Nebraska, Seward and Seward County are also celebrating their 150<sup>th</sup> Birthday and this event would be one of the jewels in the celebration year for our area. We have already formulated many ideas and tentative plans for the event and plan to host it next to the new Nebraska National Guard museum, located in Seward and officially opening on July 4, 2016!

The Seward Arts Council is ready to meet the financial and community volunteer support requirements for the Chautauqua- and we understand the work involved, having hosted two Great Plains Chautauqua's in the past. We have a keen understanding and knowledge of what is required and what is

expected! Historically, Seward has hosted many Chautauqua's and interestingly, the proposed site and the site of the new National Guard museum is the site of the original traveling Chautauqua's in Seward.

Please consider Seward to host the 2017 Chautauqua in Seward. We will well represent the Great Plains Chautauqua and know that you will be very happy with the program created by our committee! We look forward to a positive response, so we can begin planning this major celebration and addition to the Sesquicentennial programming.

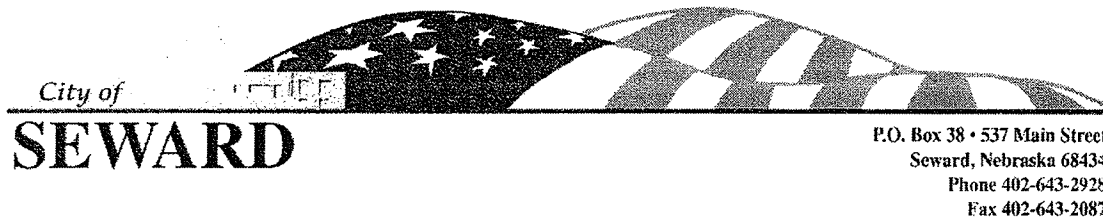
Sincerely,



Clark Kolterman  
Seward Arts Council President



Phil Bangert  
Seward Arts Council Treasurer



## Office of the Mayor

March 30, 2016

Chautauqua Selection Committee  
Great Plains Chautauqua, Inc.  
215 Centennial Mall S. Ste. 500  
Lincoln, NE 68508

Dear Committee Members,

The Seward community is a proud community. We are proud of our history, traditions and patriotism, which is evident by our nearly continuous Fourth of July celebration that began in 1868. These festivals draw tens of thousands of visitors to Seward every Fourth of July and contributed to Seward being recognized as Nebraska's official 4<sup>th</sup> of July City.

Next year, we will celebrate our sesquicentennial, which will feature the grand opening of the Nebraska National Guard museum in the former Seward Armory. Behind the museum is a green space that would be an ideal location for hosting this Great Plains Chautauqua event.

President Theodore Roosevelt once referred to Chautauqua as "the most American thing in America." I can't think of a more fitting place to host such an American event than in Nebraska's official Fourth of July City.

I believe that Seward would be a wonderful location for the 2017 Great Plains Chautauqua event that would draw attendees from all over the region and would be one more reason for our community to be proud.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Joshua Eickmeier".

Joshua Eickmeier  
Mayor of Seward

March 30, 2016

Chautauqua Selection Committee  
Great Plains Chautauqua  
Lincoln, NE

To Whom It May Concern:

I am writing today in support of Seward, Nebraska being designated as a host community for the 2017 Chautauqua Celebration.

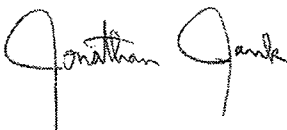
As you may be aware, both the City of Seward and Seward County will be celebrating the 150<sup>th</sup> Anniversary of their founding during the special year of 2017, which is also the 150<sup>th</sup> Anniversary of the State of Nebraska's founding. The Seward County Chamber & Development Partnership is poised to be a part of all three celebrations, and the hosting of the Chautauqua in our county would be a wonderful highlight of our rich heritage.

Additionally, Seward County is the home of the Nebraska National Guard Museum, and with the focus of the 2017 Chautauqua being the history of World War I, we feel this could be a very unique and special partnership – linking the events of the Chautauqua to special exhibits and programs at the Museum throughout the entire year. Additionally, with Concordia University – Nebraska being located in Seward County and in partnership with the schools in the area and the local library, we believe there would also be many opportunities for collaboration and cooperation with a focus going back to World War I and the rich history of that time.

Seward County has a tremendous group of active volunteers who participate and belong to a variety of civic groups and organizations. We expect wide participation from these many groups and their members.

The Seward County Chamber & Development Partnership stands ready to fully engage and assist in hosting this event and welcomes the opportunity to host such a rich cultural experience in our county. If I can provide you additional information or answer any questions, please do not hesitate to contact me. Thank you for considering Seward County for the 2017 Chautauqua!

Sincerely,



--

Jonathan M. Jank, MBA | President & CEO  
Seward County Chamber & Development Partnership

Office | Civic Center - 616 Bradford St. | Seward, NE 68434  
Office Ph. | [402-643-0513](tel:402-643-0513)  
Cell Ph. | [402-570-8020](tel:402-570-8020)  
Email | [Director@SewardRegional.com](mailto:Director@SewardRegional.com)

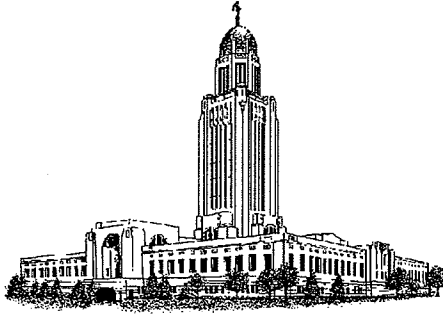
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Seward County Chamber & Development Partnership • Office | 616 Bradford | Seward, NE 68434 •  
Phone | 402-643-0513 • Email | [Director@SewardRegional.com](mailto:Director@SewardRegional.com) • Website | [SewardRegional.com](http://SewardRegional.com)

# Nebraska State Legislature

SENATOR MARK KOLTERMAN

District 24  
State Capitol  
PO Box 94604  
Lincoln, Nebraska 68509-4604  
(402) 471-2756  
mkolterman@leg.ne.gov



## COMMITTEES

Chairperson - Nebraska Retirement Systems  
Vice Chairperson - Agriculture  
General Affairs  
Health and Human Services  
Building Maintenance

March 25<sup>th</sup>, 2016

Chautauqua Selection Committee,  
Great Plains Chautauqua,  
Lincoln, Nebraska

Dear Chautauqua Selection Committee,

As the state senator for Seward and life-long Nebraskan, I am writing to request that the Great Plains Chautauqua take place in Seward, Nebraska in 2017. Holding this event in Seward during our Sesquicentennial celebrations would not only attract more attendees, but would be a splendid way to celebrate our 150<sup>th</sup> anniversary.

I had the honor to attend the Great Plains Chautauqua events that took place in Seward in 1996 and 2000. Both were greatly successful and highly attended, providing a great benefit economically and culturally to our community and to the state of Nebraska.

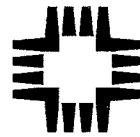
Thank you for your consideration!

Sincerely,

A handwritten signature in black ink that reads "Mark Kolterman". The signature is fluid and cursive, with the first name "Mark" and last name "Kolterman" clearly visible.

Senator Mark Kolterman  
District 24





CONCORDIA  
UNIVERSITY  
NEBRASKA

800 North Columbia Avenue  
Seward, Nebraska 68434

March 23, 2016

*Office of the President*

Chautauqua Selection Committee  
Great Plains Chautauqua  
Lincoln, NE

Dear Selection Committee,


***Greetings from Concordia University, Nebraska where we learn, serve and lead in the Good News that Jesus came that we "may have life and have it abundantly" John 10:10b (ESV).***

Thank you for considering this letter of support for the Great Plains Chautauqua to come to Seward in June 2017. This Chautauqua would be our third recent Great Plains Chautauqua in Seward. Concordia University was pleased to host the previous events in 1996 and 2000 on our campus. I understand that they were two of the most successful events for the Great Plains Chautauqua.

While the June 2017 Chautauqua would be held behind the new National Guard Museum because of its WWI theme, the University is equally excited to support the event. Years ago, the then mayor of Seward said, "What is good for Seward is good for Concordia, and what is good for Concordia is good for Seward." As a resident of Seward and a member of the Concordia Community for the past twenty-five years, I could not agree more. Having the Great Plains Chautauqua in Seward will benefit and bless the entire Seward community.

Many thanks for your kind consideration of holding the Chautauqua in Seward. We look forward to serving as your hosts in June 2017.

Sincerely,



Brian L. Friedrich  
President

# **GFWC SEWARD WOMAN'S CLUB**

**March 28, 2016**

**Chautauqua Selection Committee  
Great Plains Chautauqua  
Lincoln, NE**

**Dear Committee:**

**I am writing this on behalf of the GFWC Seward Woman's Club who encourages you to again consider bringing the 2017 Chautauqua the community of Seward, Nebraska. I remember what a great time we had in setting up the huge tent and all the outstanding amateur talent presented to the audience just before the Chautauqua presenters.**

**Our club entertained the community with a Victorian Tea and had a wonderful time. We also served as hostesses for the presenters which was quite a thrill for our group So we hopefully encourage you to again bring the 2017 Chautauqua to SEWARD.**

**Sincerely,**



**Betty Jean Kolterman, Project Chairman  
GFWC Seward Woman's Club  
1059 Plainview Ave.  
Seward, NE 68434**

March 22, 2016

Letter of Support for Chautauqua 2017 in Seward, Nebraska

I'm writing to show my support for Chautauqua 2017 in Seward, Nebraska. The new Nebraska National Guard Museum is located on the site of the old Chautauqua Park in Seward. The Red Path Chautauqua was a prominent show in Seward for several decades and we are looking to put a Nebraska State Historical Marker on the western part of the property to place historical significance to the location.

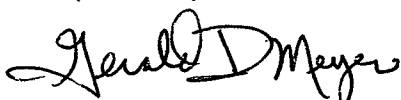
I understand that the theme is "World War I – Legacies of a Forgotten War" which fits the focus of the Nebraska National Guard Museum for 2017. We will be hosting World War I events throughout the year and the Chautauqua would be fully supported with activities related to 1917-1918. The Nebraska National Guard was deployed to service in the war in 1917 and we have an extensive collection of artifacts from the time period. I feel that the Chautauqua in Seward is a perfect choice with the Nebraska National Guard Museum being located here.

The one thing I really appreciate about having the Nebraska National Guard Museum here in Seward is the tremendous volunteer base and support we get. Seward is high energy and they want this chance to show the state what a great place this is.

Please consider the Chautauqua 2017 venue in Seward.

Thank you for your time and consideration.

Respectfully,



Gerald D. "Jerry" Meyer

Historian

Nebraska National Guard Museum

Seward

402-309-8763 (office)

# Seward Memorial Library

233 S. 5<sup>th</sup> Street

Seward, NE 68434-2519

(402)643-3318

info@sewardlibrary.org

---

March 29, 2016

To Whom It May Concern,

It is exciting to learn and be part of the plans to celebrate Seward's sesquicentennial in 2017 and even more exciting to hear that the 2017 Chautauqua may be part of this!

The previous times this event has been in Seward were wonderful successes and I have no doubt that a third appearance will bring even bigger crowds to learn more about our country's history while paying tribute to those involved in World War I.

The library endorses the return of the Chautauqua to Seward in 2017 and we will do all we can to support the event itself as well as other programs leading up to it. Education of the public is a huge part of our mission and the Chautauqua makes this happen in a very engaging manner.

Please give Seward your every consideration.

Thank you for your time.



Becky Baker  
Library Director

# Red Path Gallery

& Tasting Room



514 Seward Street :: P.O. Box 271 :: Seward, NE :: 68434

March 22, 2016

Chautauqua Selection Committee  
Great Plains Chautauqua  
Lincoln, NE

RE: Letter of Support for the Great Plains Chautauqua

Dear Chautauqua Selection Committee:

I'm writing this letter of support to ask that the Chautauqua Selection Committee consider funding the Great Plains Chautauqua and bringing it to Seward for our 150<sup>th</sup> Anniversary next year-during our Sesquicentennial. The project will be a great opportunity for our community to share the experience of a Chautauqua and be the perfect event to engage all ages during this important time in our beautiful historic town.

As the President of the Seward Chamber and Director/Owner of Red Path Gallery, I see many benefits to facilitating the Chautauqua event in Seward. First, this is a unique community opportunity that will connect our citizens around the history and nostalgia in this area. Second, the project will promote community members and tourists as they travel to Seward's historic town. Third, Seward has a history of promoting a variety of artistic expressions and education. This Chautauqua event will be a distinctive way to uphold this tradition of artistic promotion for the whole family.

I have full confidence in the viability of bringing the Great Plains Chautauqua to Seward for the 150<sup>th</sup> Anniversary celebration. I highly recommend and request your financial support of it. I appreciate your consideration and encourage you to call or e-mail me to discuss my support of this project in further detail.

In Kind Regards,

Jeanne K Hain Wiemer  
402-540-6929  
Red Path Gallery Owner/Director  
514 Seward Street  
PO Box 271  
Seward, NE 68434



**SEWARD**

P.O. Box 38 • 537 Main Street  
Seward, Nebraska 68434  
Phone 402-643-2928  
Fax 402-643-2087

PUBLIC REQUEST FOR COUNCIL AGENDA ITEM OR ADMINISTRATIVE ACTION

DATE:

April 14

NAME:

Clark Kotterman

ADDRESS:

660 E Pinewood Seward

EMAIL ADDRESS:

clark.kotterman

TELEPHONE NO.

402 643 6137

EXPLANATION OF REQUEST:

Update on Seward's Sesquicentennial Celebration

Endorse request for 'seed' money to fund Seward's 150

ACTION REQUESTED:

Support request for \$1000 start up funds to assist w/ 150 Planning

Will this agenda item require the expenditure of funds? Yes ☐ No ☐ Unknown ☐

Unknown

[Signature]  
(Signature of requester)

Clark Kotterman  
(Print Name)

Council meetings are held on the 1<sup>st</sup> & 3<sup>rd</sup> Tuesdays of every month. All requests for the Agenda must be submitted by noon on the Wednesday preceding the Council meeting, any item received after this time would have to be of an emergency nature. Once a request is received, Administration will review it and determine whether or not it requires Mayor/Council action, or whether it is an item that needs to be handled by staff.

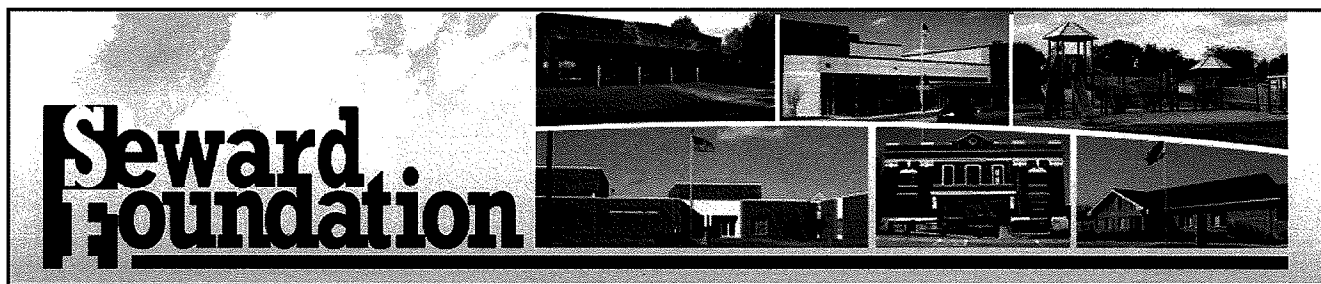
Received by:

Donna Delte

(City employee)

Date:

4-14-16



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- [Donate](#)
- [Grant Application](#)
- [Past Recipients](#)
- [Directors](#)
- [Contact](#)

## Grant Application

**Print an application form or fill out the online form below.**

Your Name (required)

Your Email (required)

Your Phone

Your Address

Name of Project

*Information/response  
separate sheet*

This project is being submitted to the following for further consideration:

☐ City Council ☐ School Board

It is understood that upon approval by the aforementioned entity this grant request form will in turn be submitted to the Seward Foundation, Inc. for final determination.

### Description of Project

Please provide a brief description of the project under consideration and the proposed use of Seward Foundation, Inc. grant monies.

### Additional Information

Please provide additional information regarding the project including the need that the project fulfills within the community and the target market for the project. How will this project be promoted to the community at large?

### Financial Information

Please provide financial information for the proposed project detailing out the overall estimated cost of the project and the sources and uses of funds including this grant application. Note: The Seward Foundation,

Inc. prefers and encourages investment and support from other outside entities to fund projects.

Total Project Cost

Operating Budget

Please provide an on-going budget for this program/project.

Who will continue to fund and maintain this program/project on an on-going basis?

Describe how the budget figures were arrived at?

Will this grant be sufficient to start/continue this program/project?

Are you submitting this request elsewhere for funding considerations? If so, to whom and for how much?

Has this request been made elsewhere and turn down? If so, why?

After grant monies from the Seward Foundation, Inc. has been expended what plans are being made to ensure the ongoing operation of the project/program?

Other Information

Is this project application related to a new or on-going program?

Who was involved in the development and planning of this program/project?

Will this program/project be evaluated regularly and if so by whom?

Is the project/program ready to begin immediately? If not, what is the target date for completion and/or readiness?

**Send**



### Links

- [City of Seward](#)
- [Seward Public Schools](#)

### Donate

Your tax-deductible donation can be processed online via PayPal by pressing the donate button below.



### Copyright

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Hosted by [Connect Seward County](#)

From: Clark Kolterman <[clark.kolterman@sewardschools.org](mailto:clark.kolterman@sewardschools.org)>

Subject: Grant Request Form

Phone: 4026436138

Address: 660 East Pinewood Avenue

Project Name: Sesquicentennial Seed Money

Will be submitted to: City Council

Description of Project: Our new group, the City of Seward Sesquicentennial Committee is requesting "seed" monies to organize and begin the promotional efforts for our local 150th Anniversary in 2017. We request \$1000.

Additional Information: In 1867, on April 1st, Seward officially had a US Post office and many felt that it was indeed when the community became a real town! Since it was the same year that Nebraska became a State, when searching and deciding to celebrate the City of Seward Centennial, the community decided to go with 1867 as Seward's founding date and celebrate all of the centennials at one time-Seward's, Seward County's and Nebraska's 100th anniversaries in 1967.

Since then, we celebrated the Quasquicentennials in 1992 (125 years) and now are on the eve of celebrating the City of Seward Sesquicentennial in 2017!

Seward has a rich history and heritage and we should reflect on that past, celebrating, educating and reflecting on the accomplishments of those previous founders of our community and at the same time look to the future as to "what lies ahead" for the next generation?

Our celebration will target all ages of the community and be promoted as such, incorporating existing events and adding a touch of the S150 flavor, along with creating some new ones as well.

Financial Information: While we are in our infant stages, we hope to have a working budget of about \$10,000-to serve as a clearing house for many of the events and yet possibly a sponsor of some events as well.

Total Project Cost: ? \$10,000 ? Guesstimate? To be determined.?

### **Operating Budget**

Who will continue to fund and maintain this program on an on-going basis?:

Our tentative budget is yet to be determined, based on our projected projects-yet to be determined. Many will be self supporting and sponsored by local civic groups.. We are requesting "seed" money to organize this all volunteer effort, to assist with postage/communication efforts, a basic website and various administrative costs. Many of the projects and activities will be funded by local sponsors and groups, however, our celebration committee will support it as well. We will be requesting funds and support from the local civic groups as well and some donations may also come from various businesses

and industries-yet to be determined. We hope to have an official seal and slogan and offer some limited memorabilia to tie in with the S150 celebration.

The Seward Fourth of July Celebration Committee, a 501 C 3 non-profit group, has agreed /allowed us to become an official arm/committee of their group-thus we can incorporate the use of their non profit status. One of our main events will be the great July 4 celebration of 2017!

Describe how the budget figures were arrived at? We will base our budget on event and experiences of the past in Seward.

Will this grant be sufficient to start/continue this program/project?

Yes, we look to the Seward Foundation to be our initial corporate sponsor.

Are you submitting this request elsewhere for funding considerations? If so, to whom and for how much?

Not at this time. We may also ask for a local Seward Walmart grant in the future.

Has this request been made elsewhere and turn down? If so, why?

Not yet

After grant monies from the Seward Foundation, Inc. has been expended what plans are being made to ensure the ongoing operation of the project/program?

This is a "one time" request-until the 175th anniversary in 2042!

#### **Other Information**

Is this project application related to a new or on-going program?

It is related to many ongoing projects in Seward, such as the Seward Arbor Day, Seward July 4 and the Holiday Parade for example. All will have a pioneer/cowboy -S150 theme for example.

Who was involved in the development and planning of this program/project?

The S150 Committee for Seward-newly organized and the Seward Arts Council and Seward Fourth of July Committee, along with the Seward Chamber of Commerce.

Will this program/project be evaluated regularly and if so by whom?

It will be evaluated monthly by the new S150 committee, as they meet the second Tuesday of each month.

Is the project/program ready to begin immediately? If not, what is the target date for completion and/or readiness?

Yes, we are organizing as we speak! Right now we hope to kick off the S150 year with either March 1 or April 1 of 2017 and end with the Holiday Parade the end of November!

# **City of Seward, NE**

**Tuesday, April 19, 2016**

**Regular Session**

## **Item G7**

### **CONSIDERATION OF NOTICE OF LETTER OF INTENT FOR SW WELL #3 - Tim Richtig**

**Administrative Report:** This Notice of Intent will allow the City to keep the rights to drill another water well. Tim will discuss this item and the attached file should give the council additional information.

**Staff Contact:**

**CITY OF SEWARD, NEBRASKA – SW WELL FIELD  
NOTICE OF INTENT**

The City of Seward, Nebraska is hereby giving notice of the intention of determining the suitability of tracts of land for possible location(s) of municipal supply wells. These tracts of land are described as follows:

**PARCEL B – LEGAL DESCRIPTION**

The North 283.00 feet of the East 150.00 feet of the Northwest Quarter of Section 11, Township 10 North, Range 2 East of the 6<sup>th</sup> P.M., Seward County, Nebraska containing a calculated area of 0.97 acres, more or less, except that area described as follows: A tract of land in the Northeast Quarter of the Northwest of Section 11, Township 10 North, Range 2 East of the 6<sup>th</sup> P.M., Seward County, Nebraska, and described as follows: Beginning at the Northeast corner of said NW/4 of Section 11, thence Southerly along the Easterly line of said NW/4 of Section 11 a distance of 51.00 feet; thence Westerly a distance of 150.0 feet to a point 52.8 feet South of the North line of said NE/4 of the NW/4; thence Northerly 52.8 feet to a point on the North line of said NE/4 of the NW/4 of Section 11; thence Easterly along the North line of said NE/4 of NW/4 of Section 11, a distance of 150.0 feet to the point of beginning and containing 8012.0 square feet, more or less, with 4950.0 square feet being in existing road right-of-way.

NOTE: Above description was derived from survey filed November 10, 1982 in the Seward County Clerk's Office and deed filed in Book 122, Page 16 in the Seward County Clerk's Office.

**PARCEL D – LEGAL DESCRIPTION**

The West 283.0 feet of the South 175.39 feet, the South 40.0 feet of the West 2214.98 feet of the East 2364.98 feet, and the South 150.0 feet of the East 150.0 feet of the Northwest Quarter of Section 11, Township 10 North, Range 2 East of the 6<sup>th</sup> P.M., Seward County, Nebraska containing an area of 3.69 acres, more or less.

NOTE: The above description was written from surveys filed November 10, 1982 and July 10, 1987 in the Seward County Clerk's Office.

The name and address of the public water supplier is:

City of Seward  
537 Main Street  
Seward, NE 68434

Questions or comments may be directed to:

Tim Richtig, Water Director  
City of Seward  
537 Main Street  
PO Box 38  
Seward, NE 68434  
Telephone: 402.643.3433

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**CITY OF SEWARD, NEBRASKA – SW WELL FIELD  
NOTICE OF INTENT**

Section 2, Township 10 North, Range 2 East  
SW<sup>1</sup>/<sub>4</sub> (Less Tract)

Hentzen, Dennis & Bonnie  
3115 Fletcher Road  
Seward, NE 68434

SE<sup>1</sup>/<sub>4</sub>

Jones National Bank & Trust Company  
Trustee (Harold E. Keller Family Trust)  
PO Box 469  
Seward, NE 68434

Tract in SW<sup>1</sup>/<sub>4</sub>

Fehlhafer, Robert H. & Dorris J.  
3306 Superior Road  
Seward, NE 68434

Section 11, Township 10 North, Range 2 East  
NW<sup>1</sup>/<sub>4</sub> (Less Tracts)

Briggs Land Company  
3044 Alvo Road  
Seward, NE 68434

Tract in NE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>

City of Seward  
537 Main Street  
PO Box 38  
Seward, NE 68434

Tract in S<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub>

City of Seward  
537 Main Street  
PO Box 38  
Seward, NE 68434

NE<sup>1</sup>/<sub>4</sub>

Medow, Duane D. (Trustee Edward L. Medow)  
1697 364<sup>th</sup> Road  
Seward, NE 68434

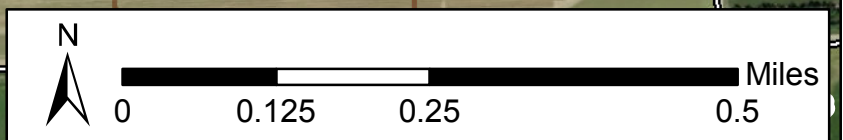
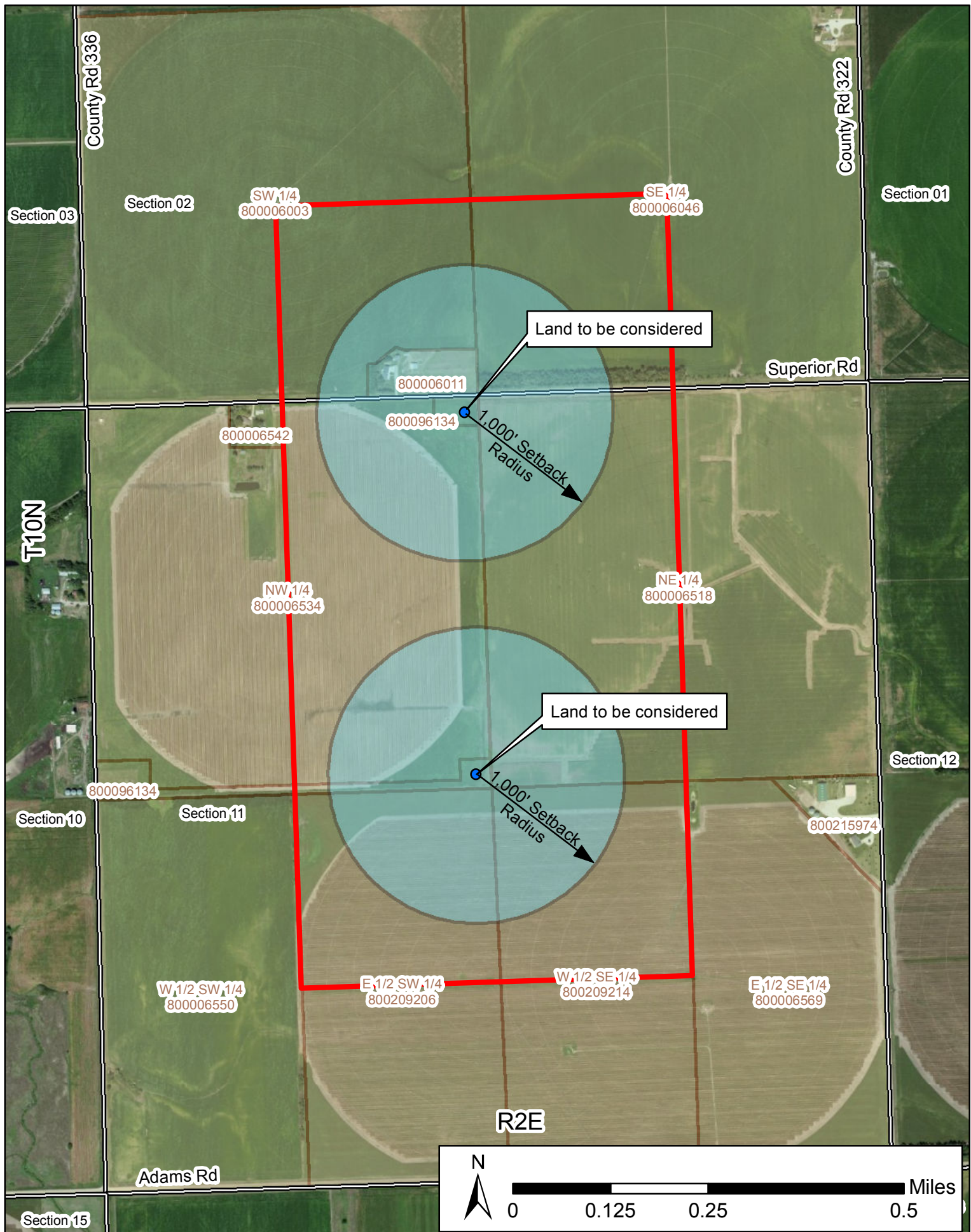
E<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub>

Owens, Mark W. & Elizabeth A.  
1147 322<sup>nd</sup> Road  
Seward, NE 68434

W<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub>

Owens, Rex L. & Wanda I.  
920 E. Seward Street  
Seward, NE 68434

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Notice of Intent to Consider Well Sites  
City of Seward, Nebraska

| FIGURE |
|--------|
| 1      |

February 23, 2016

Mr. Bruce Smith, City Administrator  
City of Seward  
PO Box 38, 537 Main  
Seward, Nebraska 68434-0038

Re: Southwest Wellfield Recommendations  
Seward, Nebraska - 2014  
OA Project No. 014-0856

Dear Mr. Smith:

This letter was written to provide some recommendations regarding options for the City's southwest well field, located in the section southeast of the intersection of Superior Rd and Country Rd 336. The legal description for this location is Section 11, Township 10 North, Range 2 East. It is our understanding that the City owns an existing irrigation well (G-058654) and property in all four corners of the northwest quarter section for existing or potential well sites. An unregistered monitoring well is located in the northeast property. It is also our understanding that the City is looking at potential options for replacing the existing irrigation well with a municipal well.

We recommend that the City maintain its rights for water supply in this area. Per Nebraska Department of Health and Human Services (NDHHS) NAC Title 179, Chapter 7, Part 7-007.03.1, the well must be 1,000-feet away from any other well, lagoon, feedlot, or other similar sources. Since the City already owns property in this area, it is in the City's best interest to maintain these locations as potential well sites.

One option available to the City is documented in Nebraska Revised State Statute, Chapter 46 – Irrigation and Regulation of Water. Under section 46-655.01, a public water supplier can file a notice of intent with the Nebraska Department of Natural Resources (DNR) to preserve their interests. The filed notice protects the City for one year, and can be renewed for an additional year. It is our understanding that there is a \$10 filing fee to submit to notice of intent. There are some limits to the notice of intent, which are summarized in this section.

Since the existing well is currently owned by the City, a replacement well can be installed. Per the Nebraska DNR well registration instructions, a replacement well can be drilled 180 days after an existing well is abandoned, or the well can be abandoned within 180 days of well construction. In this manner, the City can keep the well site and registration active, while changing the location and classification of the well.

601 P Street, Suite 200  
Lincoln, NE 68508

**TEL** 402.474.6311  
**FAX** 402.474.5160

[www.olssonassociates.com](http://www.olssonassociates.com)



Mr. Bruce Smith  
February 23, 2016  
Page Two

Sites for public water supply wells require inspection and approval by NDHHS. These inspections are done through an application process. We will work with NDHHS to inspect two (2) well sites on current City-owned properties. The sites to be inspected are located in the northeast and the southeast corners of the quarter section. Placement of a public water supply well in the northeast property would require abandonment of the existing non-registered monitoring well, and making sure the new well is located a minimum of 1,000-feet from the residential well located on the property north of this site.

The northeast site is located near the City's existing 16-inch transmission main to the treatment facility. The southeast corner of the quarter section meets the 1,000-foot separation, but would require approximately 1,300-feet of water main to connect to the nearest existing transmission main.

If the City so chooses, the cost for construction a new municipal well, including the test well exploratory and sampling procedures, production well and associated construction could be budgeted into the next fiscal year. Including the well in the on-going budget process will maximum the notice of intent to protect the well site(s).

In summary, we recommend the following actions to be performed by the City:

- ◆ File a notice of intent to protect the two existing well sites, while well site(s) can be selected and constructed.
- ◆ Combine the well abandonment and drilling of a new municipal well into a single well registration application through the well replacement program.
- ◆ Submit well site inspection applications to NDHHS for consideration of two (2) potential well sites. Olsson will begin working on preparing these applications for approval by the City and submission to NDHHS.
- ◆ Include the well siting, design, and construction costs in the budget for the next fiscal year.

If you have any questions or need any further assistance, please contact me at either 402.458.5671 or [creinsch@olssonassociates.com](mailto:creinsch@olssonassociates.com).

Sincerely,



Craig Reinsch, PE

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# **City of Seward, NE**

**Tuesday, April 19, 2016**

**Regular Session**

## **Item G8**

### **NOTICE OF RESIGNATION OF COUNCILMEMBER BARBARA PIKE FROM THE SEWARD CITY COUNCIL - Mayor Eickmeier**

**Administrative Report: Councilmember Pike provided written notification to Mayor Eickmeier that she is resigning as City Councilmember in Ward 4 due to plans to move from the community. Her last date on the City Council will be May 17, 2016.**

**Staff Contact:**

# **City of Seward, NE**

**Tuesday, April 19, 2016**

**Regular Session**

## **Item G9**

### **CITY ADMINISTRATOR'S REPORT- Bruce Smith**

**Administrative Report:** The City Council will receive an update on capital and other on-going projects.

**Staff Contact:**

## **CITY ADMINISTRATORS REPORT - 4-19-16**

- Department head meetings as well as many individual meetings with employees through the week.
- Attended the 4/2 Council Meeting.
- Continuing discussions with Blue Stem on the proposed wind turbine.
- I met with another fiber optic company about bringing fiber to the entire City.
- Attended the CRA meeting.
- Attended the LB840 Committee Meeting.
- Met with a recruiter for the accountant position.
- Attended the NPPD customers meeting.
- Interviewed candidates for the Assistant Parks Superintendent.
- Attended a Downtown Business Owners meeting.
- Completed the exit interview with Steve Ferguson who retired April 15<sup>th</sup>.
- Set-up a meeting with school officials and City officials on the Star Street drainage issues.
- Working on the 2016-2017 Budget.

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

- Trimming street trees and trees in parks and cemetery.
- Patching streets.
- Crack sealing on 6<sup>th</sup> street.
- Painting crosswalks.
- Met with Schemmer on surveying Waverly Road.
- Working on utilities for a proposed new subdivision.
- Continuing the installation of LED street lights.
- Work continues on the 14<sup>th</sup> Street Substation project.
- Did di-electric testing on bucket truck.
- Attended Nexus meter training in Lincoln.
- Working on CNG project.
- Working on St. Johns Daycare project
- Miscellaneous police training.
- Picked up new police cruiser.
- Seward County Justice Center inspections.
- Met with a developer on a new housing development.
- Working on updating property maintenance code violation list.
- Attended the planning commission meeting.
- Working on Code Red.
- Working on getting the golf course and ballfields ready for the season.
- Installed a 3" flow meters to the golf course well per regulations of the Upper Big Blue River NRD.
- Registration continues for baseball is completed.
- Men's basketball program continues.
- Women's 6 on 6 volleyball continues.
- Youth soccer continues.
- Continuing with library programs including computer class, Tai Chi, after school programs, etc.
- Working on repairs to the muffin monster at the WWTP.

- Getting the UV ready to install at WWTP.
- General maintenance of all facilities, doing utility locates.
- Had the NLW Parking Lot Party at the Library.
- Had a new roof installed on the library, paid for with insurance money.
- Still taking applications for the accountant position.
- Working on liquor license renewals.

# **City of Seward, NE**

**Tuesday, April 19, 2016**

**Regular Session**

## **Item G10**

### **FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION - Mayor Eickmeier**

**Administrative Report:** This item is to allow Council members an opportunity to request future agenda items. To remain in compliance with the open meetings law, no discussion of an item will be allowed beyond what is necessary to clarify the request.

**Staff Contact:**

# **City of Seward, NE**

**Tuesday, April 19, 2016**

**Regular Session**

## **Item G11**

### **ANNOUNCEMENT OF UPCOMING EVENTS - Mayor Eickmeier**

**Staff Contact:**

**City of Seward, NE**  
**Tuesday, April 19, 2016**  
**Regular Session**

**Item G12**

**MOTION TO ADJOURN**

**Staff Contact:**