

AGENDA
SEWARD CITY COUNCIL MEETING
Tuesday, May 19, 2015 @ 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, May 19, 2015, 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 MAY 5, 2015 - 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. - CONSIDERATION OF TAX INCREMENT FINANCING (TIF) PROJECT - BOTTLE ROCKET BREWING, LLC - TIF Attorney, Andrew Willis

- 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 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. PUBLIC HEARING - 7:00 P.M. - AMEND AND UPDATE ZONING MAP TO INCLUDE AIRPORT OVERLAY- John Hughes**
- A. Consideration of an Ordinance to Amend and Update the Current Zoning Map.
- 5. CONSIDERATION OF PROPOSAL REGARDING PLANTING OF TREES IN CITY RIGHT OF WAY - Tree Board Chairman, Matt Stryson**
- 6. CONSIDERATION OF A RESOLUTION LIMITING PARKING 60 FEET FROM INTERSECTION ON STREETS INTERSECTING WITH HILLCREST DR TO INCLUDE KOLTERMAN ST, FAIRLANE AVE, PLAINVIEW AVE, SUNRISE DR, AND EASTRIDGE DR - John Hughes**
- 7. CONSIDERATION OF A RESOLUTION APPROVING CLOSING HIGHWAY 15 AND THE NORTH LANE OF HWY 34 FOR THE FOURTH OF JULY FESTIVITIES- John Hughes**
- A. Consideration of Approval of a Parade Permit for July 4, Closing Highway 15 at the Intersection of Seward Street and Highway 15 and Closure of the North Lane of Highway 34 Between 4th and 6th Streets
- 8. CAPITAL PROJECTS UPDATE - John Hughes**
- 9. FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION - Mayor Eickmeier**
- 10. ANNOUNCEMENT OF UPCOMING EVENTS - Mayor Eickmeier**
- A. July 4th Celebration
- 11. MOTION TO ADJOURN**

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 14th day of May, 2015.

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

City of Seward, NE

Tuesday, May 19, 2015

Regular Session

Item G1

CONSIDERATION OF APPROVAL OF DRAFT MINUTES OF MAY 5, 2015 - Bonnie Otte

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

Staff Contact:

May 5, 2015

The Seward City Council met at 7:00 p.m. on Tuesday, May 5, 2015, with Council President Chris Schmit presiding and Assistant Administrator /Clerk-Treasurer /Budget & Human Resources Director Bonnie Otte recording the proceedings. Upon roll call, the following Councilmembers were present: Charles Lieske, Ellen Beck, Sid Kamprath, Dean Fritz, Barbara Pike, John Singleton, Dick Hans. Other officials present: City Attorney Kelly Hoffschneider and Interim City Administrator Jack Vavra. Absent: Mayor Joshua Eickmeier.

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. 16-11, which was adopted on the 16th day of August, 2011; 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

Council President Schmit announced that a copy of the Agenda for this meeting is posted in the front window 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 APRIL 21, 2015 COUNCIL MEETING

Councilmember Fritz moved, seconded by Councilmember Pike, that the minutes of the April 21, 2015 City Council meeting be approved.

Aye: Hans, Lieske, Kamprath, Beck, Schmit, Pike, Singleton, Fritz

Nay: None

Absent: None. 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

5-5-15

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.

Payroll

126,662.37

May 5, 2015

Burlington Northern Santa Fe Railway, Permit	3,960.00
Alliance Technologies, Se	9,186.70
American Fence Co, Su	23.60
Nickalas Bloebaum, Refnd	30.00
American Water Works, Ex	74.00
Carroll Dist, Su	566.28
Calibre Press, Trng	249.00
Bolte Oil & Supply, Su	1,138.37
Time Warner Cable, Se	79.38
Chase Card, Su	2,013.99
Amazon, Su	39.39
Wal-Mart, Su	485.59
Linas Restaurant, Meals	28.68
Red Lobster, Meals	49.76
Cheddars, Meals	25.00
Sq Retail Nebraska, Su	142.47
Ptouchdirect, Su	47.64
Paypal, Re	520.00
UNL Agron & Hort, Trng	60.00
Nebraska Arborists Assn, Ex	65.00
Kearney Parks & Rec, Trng	160.00
GoDaddy, Se	216.31
New China Express, Meal	9.71
Jimmy Johns, Meal	10.00
Whiskey Creek, Meal	17.36
Super 8 Motel, Trng	137.08
Capital Business Systems, Re	799.00
Constellation NewEnergy, Ut	1,261.58
Library Petty Cash	160.86
Danko Emergency Equipment, Su	122.71
Dutton-Lainson, Su	8,926.79
Endress & Hauser, Ci	5,676.09
Electric Fund, Op	33,497.40
Buildings & Grounds, Op	2,000.00
Emergency Medical Products, Su	494.65
Fastenal Co, Re, Su	177.60
Hach Company, Se	522.31
Hydraulic Equipment Service, Re	1,437.12
Husker Electric Supply, Re, Ci	1,943.67
Jackson Services, Se	123.12
Lincoln Winwater Works, Re, Su	972.76
Kriha Fluid Power, Re	5.11
Kriz-Davis, Re	3,988.53
Windstream Nebraska, Se	48.77
Matheson Tri-Gas, Su	15.45
Capital Business Systems, Ma	306.81
Midwest Service & Sales, Su	2,962.50
Mid-American Benefits, Ins	1,462.47
Nebraska Planning & Zoning, Conf	360.00
Supplyworks, Su	1,453.60
Orscheln Farm & Home, Su, Bu	52.24
O'Reilly Auto Parts, Re	127.48
Norhtern Safety Co, Su	273.11
Nebraska Wastewater Operators, Ex	30.00
Pitney Bowes, Se	105.00
Campbell Cleaning & Restoration, Se	19.98
Brandon Policky, Refnd	30.00
Quill Corp, Su	229.41
Memorial Health-Meals, Su	2,884.62

May 5, 2015

Rumery Lawn & Landscape, Gu	210.00
Sam's Club, Bu, Su	349.28
Sam's Club, Su, Bu	244.99
Schmader Electric, Ma	480.00
Nebraska Public Health, Se	588.00
Farmers Coop, Su, Re	13,279.86
Hireright Solutions, Se	68.30
Seward Electronics, Su	39.00
Gerhold Concrete, Su, Ma	5,847.81
Allison Sommerfeld, Meals	241.65
Nebraska Workforce Development, Se	54.00
St P J Supply, Su	16.50
Salt Creek Software, Ex	1,358.29
Sports Express, Misc	200.00
Nebraska Equipment, Eq	12,500.00
Ultramax, Su	470.00
US Cellular, Se	183.68
Wesco Distribution, Ci, Se	12,347.80
Andrea Baack, Refnd	30.00
Chasee/Lacey Koch, Refnd	30.00
Jerod/Sara Olson, Refnd	30.00
Daniel Hicks, Su	310.45
Chris/Lori Read, Refnd	30.00
Doug Theobald, Refnd	30.00
Todd Lance, Refnd	35.00
Sam Schluckebier, Refnd	30.00
Jodi Hibbert, Refnd	35.00
Joe Halhoff, Refnd	30.00
Charles Cook, Refnd	30.00
Jacob/Stacey Parr, Refnd	30.00
Rich Eber, Refnd	30.00
Josh Fields, Refnd	30.00
Adam/Kimberly Hanson, Refnd	8.85
Taylor Baumeister, Trng	100.00
Union Equipment Finance, Eq	31,074.44
Darrin Goracke, Refnd	30.00
Vance Winter, Refnd	30.00
Tabitha Phillips, Refnd	30.00
Michael Langner, Refnd	30.00
Eugene Hasbrouck, Refnd	30.00
Trent/April Bartels, Refnd	30.00
Kyle Royuk, Refnd	30.00
Michael Moore, Refnd	35.00
Tuning Guy, Se	100.00
Greg/Mindy Miller, Refnd	30.00
Total	297,202.33

Aye: Hans, Schmit, Lieske, Singleton, Beck, Fritz, Kamprath, Pike

Nay: None

Absent: None. Motion carried.

3. CONSIDERATION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SEWARD COUNTY FOR NATURAL DISASTER EMERGENCY MUTUAL AID ASSISTANCE

County Commissioner Diana Garske addressed the City Council stating an interlocal cooperation agreement was drafted and is being presented to each city/village within the county as a result of the Beaver Crossing tornado in 2014. She stated the interlocal provides for a plan for cooperative efforts for mutual aid should such an event happen within the City.

May 5, 2015

City Attorney Hoffschneider stated he had no concerns with the agreement.

Councilmember Beck introduced the following resolution:

RESOLUTION NO. 2015-09

WHEREAS, both of the parties hereto are political subdivisions of the State of Nebraska, and

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

WHEREAS, the Parties desire to enter into an Interlocal Cooperation Agreement to secure for each party the benefit of mutual aid and protection of life in the event of a disaster and/or civil emergency.

WHEREAS, the Interlocal Cooperation Agreement pertains to a Natural Disaster Emergency in Seward County, Nebraska where mutual aid for purposes of cleanup between the County and City of Seward is beneficial to both parties.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA THAT the aforementioned agreement be approved.

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

Council President Schmit declared the resolution adopted.

Dated: May 5, 2015

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Chris Schmit
Council President

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

(SEAL)

4. CONSIDERATION OF LIMITING PARKING TO ONE SIDE ON EASTRIDGE DRIVE NORTH FROM HILLCREST DRIVE

Amy Lobmeyer addressed the Council stating that when Concordia University has an event, people park on both sides of Eastridge Drive, making it almost impossible to turn off of or onto Hillcrest. She said both she and her husband have almost had accidents at this intersection due to the congestion. She requested the Council consider restricting the parking to one side of Eastridge Drive to approximately one hundred feet back of the Eastridge/Hillcrest intersection.

May 5, 2015

Public Facilities/Capital Improvement & GIS Director John Hughes suggested the City consider reviewing limiting the parking on adjacent streets (not just Eastridge Drive) and bring back a proposal for the City Council to review.

Councilmember Singleton moved, seconded by Councilmember Kamprath, that staff be directed to draft a resolution restricting parking to one side of the street one hundred feet back of the intersection on all streets intersecting with Hillcrest Drive from Columbia Ave East to Eastridge Dr.

Aye: Hans, Schmit, Lieske, Singleton, Beck, Fritz, Kamprath, Pike

Nay: None

Absent: None. Motion carried.

5. PRESENTATION BY BLUESTEM ENERGY SOLUTIONS ON RENEWAL ENERGY OPTIONS

Adam Herink with Bluestem Energy Solutions, presented information on renewable energy options, in particular, wind and solar energy. He stated the main advantage of a community considering the renewable energy option is they can lock in the prices for 25 years. He briefly reviewed the company's history, community siting process, and relationship with current energy suppliers.

Public Facilities/Capital Improvement & GIS Director John Hughes stated he wants to visit with NMPP to determine how this may impact current rate structures and bring the information back to the Council. He stated he thought a potential site may be in the area of Tenneco and thought the site could handle two wind generators, but there are factors such as noise levels, airport clearance, and maintenance to consider. No action was taken.

***Council President Schmit stated he was skipping agenda item #6, waiting for Mayor Eickmeier to enter the meeting.

7. CONSIDERATION OF A RESOLUTION AUTHORIZING AN EQUIPMENT LEASE AGREEMENT WITH UNION BANK & TRUST

Public Facilities/Capital Improvement & GIS Director John Hughes presented a resolution for approval of a lease agreement with Union Bank & Trust for two mowers; one for the Street Department and the other for the Recreation Department, both included in the current budget.

Mayor Eickmeier entered the meeting at 7:38 p.m. and took his place in presiding over the remainder of the meeting.

Councilmember Singleton introduced the following resolution:

Resolution No. 2015-10

Schedule of Equipment No. 01, dated 5/5/2015, to Master Equipment Lease Purchase Agreement, dated as of 5/5/2015, between Union Bank & Trust Company, as Lessor, and City of Seward, as Lessee.

I, the undersigned, the duly appointed, qualified and acting City Clerk of the City of Seward do hereby certify this 5th day of May, 2015, as follows:

- (1) Lessee did, at a meeting of the governing body of the Lessee held on May 5, 2015, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Schedule of Equipment No. 01 on its behalf by the following named representative of the Lessee, to witness:

May 5, 2015

Joshua Eickmeier, Mayor

- (2) The above named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
- (3) The meeting of the governing body of the Lessee at which the Schedule of Equipment No. 1 was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule of Equipment No. 01 and authorizing the execution thereof has not been altered or rescinded.
- (4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.
- (5) All insurance required in accordance with the above referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
- (6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.
- (7) The fiscal year of Lessee is from October 1 to September 30.

The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this resolution.

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

The resolution is hereby adopted.

Dated this 5th day of May, 2015.

CITY OF SEWARD

Joshua Eickmeier, Mayor

ATTEST:

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

6. UPDATE ON EFFORTS OF CITY OF SEWARD AND/OR SEWARD SCHOOL DISTRICT TO ADDRESS WATER RUNOFF/DRAINAGE ISSUES ON STAR STREET PROPERTIES THAT BORDERS THE SEWARD ELEMENTARY SCHOOL AND SEWARD MIDDLE SCHOOL

Mayor Eickmeier stated the City has been assisting with facilitating discussion about the water runoff in the Star Street area by gathering and providing information. He stated the City obtained a proposal from Jeff Wagner, Mainelli Wagner & Associates, Inc., in the amount of \$26,210, for costs relating to surveying, conducting hydraulic analysis to size the channel needed to handle the runoff and a grading plan. He stated this development occurred over 20 years ago. He said, based on a memo that was found in City records, it looked

May 5, 2015

as though the developer was to get an easement, but it had never been filed. In this case, it appears the school district did not fail to follow the plan, but the developer failed to follow through. That developer is no longer in the area. He said he does not see the City as being responsible, but does not know if the school district is responsible either. He stated the school district has a copy of the engineer's proposal.

Councilmember Lieske stated there is an assumption that an easement filed by the developer would have addressed the water runoff; however, that is an assumption.

Public Facilities/Capital Improvement & GIS Director John Hughes presented the City Council with a memo from Roger Van Ooyen, dated 1993.

Councilmember Kamprath commented that the memo from Mr. Van Ooyen had a comment that SCHC (Seward County Housing Corporation) will need to negotiate a storm water drainage agreement with the school district, but the memo also refers to asking the City to create an improvement district.

Mr. Hughes stated there was a district created, but was for water, sewer and street, not storm water.

Councilmember Singleton stated he was on the City Council at the time and the development was designed to handle the runoff for the current project, but not for any future development or extension. No action was taken.

8. CONSIDERATION OF A CHANGE OF WORK ORDER ADDING THE WETLAND MITIGATION REPORT AND DESIGN SERVICES TO THE KAROL KAY BLVD AGREEMENT

Public Facilities/Capital Improvement & GIS Director John Hughes stated it has been determined, in consultation with the NDOR and Federal officials, that the Karol Kay Blvd, Bader-Hillcrest project be moved to the west side of the gully, which involves wetland mitigation. He stated the attached amendment allows for the mitigation.

Councilmember Singleton moved, seconded by Councilmember Pike, that the change of work order adding the wetland mitigation report and design services with JEO Consulting Group, Inc. be approved in the amount of \$9,263.52.

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

Nay: Kamprath

Absent: None. Motion carried.

9. CONSIDERATION OF AN ORDINANCE ESTABLISHING A DEADLINE FOR REQUESTING ITEMS BE PLACED ON THE CITY COUNCIL AGENDA

Councilmember Singleton stated he is requesting approval of an ordinance specifying that agenda requests can be received up until 12:00 noon on the Wednesday prior to the next City Council meeting; however, the Mayor has the authority to change or add items to the agenda up to the 24 hours prior to the time of the City Council meeting.

Ordinance NO. 2015-08 establishing a deadline for requesting items be placed on the City Council agenda was adopted.

Councilmember Schmit moved, seconded by Councilmember Pike, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and approving Ordinance No. 2015-08, "AN ORDINANCE TO AMEND AND REVISE SEWARD MUNICIPAL CODE SECTION

May 5, 2015

1-600, CITY COUNCIL AGENDAS, POSTING NOTICES & ITEMS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE" be preserved and kept in a separate and distinct volume known as "Ordinance Record, City of Seward, Nebraska" and that said separate and distinct volume be incorporated in and made a part of these proceedings the same as though it were spread at large herein.

Aye: Hans, Schmit, Kamprath, Lieske, Beck, Pike, Fritz, Singleton

Nay: None

Absent: None. Motion carried.

10. CAPITAL PROJECTS REPORT

Public Facilities/Capital Improvement & GIS Director John Hughes provided an update and Capital Projects Report dated 5/5/15.

Councilmember Singleton moved, seconded by Councilmember Kamprath, that the Capital Projects Report dated May 5, 2015 be accepted.

Aye: Hans, Lieske, Beck, Schmit, Fritz, Kamprath, Pike, Singleton

Nay: None.

Absent: None. Motion carried.

11. FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

None

12. ANNOUNCEMENT OF UPCOMING EVENTS

A. May 15 - Annie Adamek Retirement Celebration - 1:00-3:00 p.m. - Civic Center, West Fireplace Room

B. July 4th Celebration

13. MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Fritz, that the May 5, 2015 City Council Meeting be adjourned.

Aye: Hans, Schmit, Pike, Beck, Fritz, Kamprath, Lieske, Singleton

Nay: None

Absent: None. Motion carried.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

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

City of Seward, NE

Tuesday, May 19, 2015

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
5-19-15
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.

Payroll	117,940.05
Ameritas Life Insurance Co., Ins	5,639.26
Seward Area Chamber of Commerce, Misc	100.00
A-J Roofing & Waterproofing, Re	16,000.00
Advanced Floor Care, Ma	250.00
Alliance Technologies, Se	3,790.00
Amazon.Com, Su, Eq	1,195.96
Brock Anderson, Ex	12.00
Aqua-Chem, Equip, Su, Se	5,265.70
Baker & Taylor, Su	3,415.16
Charlotte Baldinger, Mi	29.33
Barnes & Noble Booksellers, Su	12.80
Benes Service, Re	160.50
Berens-Tate Consulting, Se	3,000.00
Kent Brunckhorst, Ex	171.00
Capital Business Systems, ma	79.00
Capital Business Systems, Su	225.00
Cash-Wa Distributing, Su	618.21
Library Petty Cash, Bu, Su	192.69
City-Merchant Services, Se, Fees	1,114.09
City Seward Wastewater Fund, Transfer	15,000.00
City Seward Water Sinking Fund, Transfer	20,000.00
Concordia University, Se	1,000.00
Cooking with Paula Deen Magazine, Su	36.00
John Deere Landscapes, Gu	2,588.03
RR Donnelley, Su	56.56
Dowding Pool, Opening Cash	400.00
Electronic Contracting, Se	81.00
Farmers Coop, Su, Gu	3,219.79
Fastenal Co, Su, Re	426.46
G&P Development Landfill, Ex	40.18
Galls, LLC, Eq	228.87
Gerhold Concrete, Eq, Re, Su, Gu	3,424.02
H&S Plumbing Heating, A/C, Bu	1,920.89
HD Supply Waterworks, Re, Eq	2,429.98
Hach Company, Su	160.95
Halls Safety Equipment, Re	168.20
Hawkins, Su	801.24
Hemmings Motor News, Su	59.95
Hobson Automotive & Tire, RE	138.00
Husker Electric Supply, Bu, Su	115.48
Hydraulic Equipment Service, RE	497.69
Interstate All Battery Center, Bu	62.96
JEO Consulting Group, Se	3,960.00
Jackson Services, Se	123.12
Klement Electric, Eq	936.15
Kriz-Davis, Re	2,359.35
Last Mile Network, Se	230.00

Latsch's, Su	43.58
Lee's Refrigeration, Bu	274.46
MC 2 Inc, Su, Gu, Ma	1,257.85
Matheson Tri-Gas, Su, Su	282.36
Mattson Ricketts Law Firm, Se	4,400.00
Memorial Health-Drug, Se	125.00
Menards, Su	2.80
Merle's Garden Center, Gu	91.50
Mid-American Benefits, Ins	524.27
Midland Scientific, Su	545.97
Midwest Auto Parts, Re, Su	225.42
Midwest Automotive, Re	1,004.45
Midwest Laboratories, Se	1,532.80
Midwest Turf & Irrigation, Su, Re	883.71
Monkey Wrench Cycles, Su	150.00
Municipal Supply, Re	1,058.26
NADA Used Car Guide, Su	105.00
Nat'l Audio Co, Su	242.70
Nebraska Equipment, Re	5.53
Nebraska Health/Human Services, Ex	115.00
Nebraska Pub Power, Ut	411,981.32
Nebraska Rural Water Assn, Dues	275.00
Nebraska Sports, Su	376.63
Nebraska Treasurer, Misc	44.62
Niemann's Port-A-Pot, Gu	375.00
NIFCO Mechanical Systems, Bu	200.00
Northern Safety Co, Su, RE	243.32
OCLC, Se	174.61
O'Reilly Auto Parts, Su, Re	168.83
Odeys, Su	82.13
Olde Glory Theatre, Trng	100.00
Olsson Associates, Se	17,190.00
One Call Concepts, Se	106.05
Orscheln Farm & Home, Su, Gu, Eq	512.35
Donna Otte, Mi	37.38
Pac N Save, Su	129.68
Henry Pankoke, Se	275.00
Lynn Peavey, Su	163.70
Pitney Bowes, Su	339.94
Plains Equipment Group, Su, Re	936.63
Platte Valley Communications, Re	93.50
Precision Tool & Machine, Re	35.00
Quill Corp, Su	1,017.09
Racom Corporation, Re	898.75
Record Automatic Doors, Bu	288.25
Rem Electric, Su	428.00
Ed Roehr Safety Products, Su	390.00
Rumery Lawn & Landscape, Gu	324.06
Rose Equipment, Re	318.27
Sack Lumber, Gu	59.97
Seward County Attorney, Se	4,000.00
Seward County Clerk, Ex	22.25
Seward County Independent, Se	646.57
Seward County Public Power, Ut	1,526.54
Seward County Treasurer, Se	14,959.33
Seward Lumber & Home Center, Su, Re, Ma	1,071.80
Seward School District, Misc	2,085.00

Seward Veterans Foreign Wars, Gu		35.00
Sirchiefingerprint Lab, Se		110.76
Southeast Library System, Misc		25.00
Sports Express, Su		369.00
Suhr & Lichty Ins, Ins		616.00
Supplyworks, Su		1,649.24
Titan Machinery, Bu		52.25
USA Bluebook, Bu		484.85
US Postal Service, Su		245.00
Marilyn Varner, Su		46.07
Jack Vavra, Se		8,023.81
Verizon Wireless, Se		141.79
Visa, Su		460.99
Walmart, Su	139.75	
Gotprint.com, Su	45.74	
Accucut, Su	317.50	
Grey House Publishing, Su	-42.00	
Wesco Distribution, Ci		80,592.40
Keith West, Se		300.00
Windstream Ne, Se		2,443.52
		<hr/> 790,018.53

		CLERK-TREASURER'S REPORT			
		MONTH OF: APRIL 2015			
		VARIANCE AT:	58.33%		
		2014-2015			
		UNEXPENDED			
VARIANCE	DEPARTMENT	BUDGET	EXPENDITURES	BALANCE	
33.73%	ELECTRIC	\$13,106,939.00	\$4,420,874.69	\$8,686,064.31	
87.06%	ELEC BOND PYMT	\$334,570.00	\$291,283.75	\$43,286.25	
37.49%	WATER	\$1,586,736.00	\$594,808.04	\$991,927.96	
44.39%	WATER BOND PYMTS	\$458,214.00	\$203,379.85	\$254,834.15	
0.00%	WATER SINKING FUND	\$0.00	\$0.00	\$0.00	
43.84%	WASTEWATER TREATMENT	\$1,419,070.00	\$622,121.12	\$796,948.88	
22.56%	WWTW BOND PYMT	\$336,500.00	\$75,926.31	\$260,573.69	
0.00%	WWTW SINKING FUND	\$0.00	\$0.00	\$0.00	
	TOTAL UTILITIES	\$17,242,029.00	\$6,208,393.76	\$11,033,635.24	
	CAPITAL PROJECTS	\$0.00	\$562,846.75	-\$562,846.75	
51.05%	LEGISLATIVE (LESS DONATIONS)	\$253,697.00	\$129,506.78	\$124,190.22	
0.02%	DONATIONS	\$100,000.00	\$18.22	\$99,981.78	
8.30%	LEGAL	\$259,040.00	\$21,487.56	\$237,552.44	
54.33%	POLICE	\$1,199,035.00	\$651,460.47	\$547,574.53	
58.33%	E911	\$179,512.00	\$104,715.31	\$74,796.69	
0.00%	POLICE EQUITABLE SHARING	\$100,000.00	\$0.00	\$100,000.00	
23.43%	STREET	\$2,297,362.00	\$538,185.96	\$1,759,176.04	
72.05%	DEBT SERVICE	\$642,848.00	\$463,173.64	\$179,674.36	
1.52%	RAIL CAMPUS	\$1,100,160.00	\$16,702.02	\$1,083,457.98	
1.98%	CDBG ECON. DEV. LOAN FUND	\$110,900.00	\$2,197.72	\$108,702.28	
37.64%	CDBG AFFORD HOUSING	\$222,770.00	\$83,859.16	\$138,910.84	
0.00%	CDBG RURAL ENTERPRISE ASST	\$0.00	\$50,549.25	-\$50,549.25	
0.00%	CDBG RAIL SITE	\$0.00	\$0.00	\$0.00	
17.74%	BLDGS & GRDS (CITY HALL)	\$99,890.00	\$17,719.85	\$82,170.15	
29.20%	CIVIC CENTER	\$328,940.00	\$96,036.55	\$232,903.45	
71.84%	LIBRARY (LESS BLDG. IMPRV)	\$503,954.00	\$362,020.50	\$141,933.50	
0.00%	LIBRARY BLDG IMPRVMTS	\$0.00	\$0.00	\$0.00	
32.84%	PUBLIC PROPERTIES	\$673,547.00	\$221,225.89	\$452,321.11	
97.77%	CEMETERY	\$135,130.00	\$132,111.66	\$3,018.34	
0.00%	NEW PARK DEVELOPMENT	\$0.00	\$0.00	\$0.00	
0.47%	NEW CEMETERY DEVELOPMENT	\$188,340.00	\$879.20	\$187,460.80	
0.00%	GUTHMAN TRUST - REGULAR	\$200.00	\$0.00	\$200.00	
0.00%	GUTHMAN TRUST - PAVING	\$0.00	\$0.00	\$0.00	
0.00%	PERPETUAL CARE - PRINCIPAL	\$0.00	\$0.00	\$0.00	
0.00%	PERPETUAL CARE - INTEREST	\$0.00	\$0.00	\$0.00	
65.51%	BLDGS & GRDS (OTHER)	\$16,300.00	\$10,677.34	\$5,622.66	
54.74%	BUILDING INSPECTION	\$167,260.00	\$91,557.78	\$75,702.22	
22.06%	FIRE (LESS DONATIONS)	\$518,290.00	\$114,312.96	\$403,977.04	
0.00%	FIRE DONATIONS	\$0.00	\$0.00	\$0.00	
0.00%	FIRE EQUIPMENT SINKING FUND	\$51,624.00	\$0.00	\$51,624.00	
5.69%	TREE BOARD	\$8,000.00	\$455.50	\$7,544.50	
28.81%	PLANNING COMMISSION	\$83,010.00	\$23,914.93	\$59,095.07	
9.69%	DOWDING POOL (LESS DONATIONS)	\$237,700.00	\$23,021.92	\$214,678.08	
0.00%	POOL DONATIONS	\$0.00	\$0.00	\$0.00	
0.00%	CONCESSION STAND	\$0.00	\$0.00	\$0.00	
0.00%	SWIMMING LESSONS	\$20,100.00	\$0.00	\$20,100.00	
33.29%	RECREATION	\$379,870.00	\$126,453.27	\$253,416.73	
58.21%	SENIOR CENTER	\$105,522.00	\$61,419.86	\$44,102.14	
43.47%	SENIOR SHUTTLE	\$3,488.00	\$1,516.29	\$1,971.71	
32.12%	RECYCLING	\$50,130.00	\$16,101.42	\$34,028.58	
	ECONOMIC DEVELOPMENT	\$373,900.00	\$93,163.65	\$280,736.35	
	TAX INCREMENT FINANCING	\$832,956.00	\$864,460.27	-\$31,504.27	
	TOTAL BUDGET	\$28,485,504.00	\$4,881,751.68	\$17,395,358.56	11090145.44

City of Seward Treasurer
Securities Pledged at The Jones National Bank & Trust Company

Account Number	Long Account Description	Original Par Value	Original Coupon Rate	Original Maturity Date	Original Book Value	Safekeep Receipt Number	Source Name	Market Value
154	GOEHNER NE	\$10,000.00	4.2000%	07/15/2015	\$10,000.00	365006859	COMMERCE BANK	\$10,024.90
155	GOEHNER NE	\$10,000.00	4.2500%	07/15/2016	\$10,000.00	365006860	COMMERCE BANK	\$10,024.70
385	FHLMC (AFS)	\$1,000,000.00	1.2500%	05/12/2017	\$1,021,350.00	60027094	COMMERCE BANK	\$1,010,750.00
156	GOEHNER NE	\$10,000.00	4.3000%	07/15/2017	\$10,000.00	365006861	COMMERCE BANK	\$10,024.50
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	\$1,002,060.00	528004571	COMMERCE BANK	\$994,200.00
199	NORTHEAST NE REV SW COALITION	\$125,000.00	3.3000%	05/15/2018	\$125,000.00	487000220	COMMERCE BANK	\$125,200.00
277	WAVERLY NE COMB UTIL	\$130,000.00	3.7000%	06/15/2018	\$130,000.00	457003526	COMMERCE BANK	\$130,178.10
157	GOEHNER NE	\$15,000.00	4.3500%	07/15/2018	\$15,000.00	365006862	COMMERCE BANK	\$15,036.60
430	FNMA (AFS)	\$1,000,000.00	1.6250%	11/27/2018	\$1,003,920.00	60027564	COMMERCE BANK	\$1,015,580.00
403	FHLB (AFS)	\$1,000,000.00	1.3000%	10/29/2019	\$1,001,000.00	401001463	COMMERCE BANK	\$992,070.00
444	SEWARD CO NE SD#9 GO REF BOND	\$200,000.00	1.4500%	12/15/2019	\$200,000.00	548002035	COMMERCE BANK	\$200,754.00
389	FHLMC (AFS)	\$1,000,000.00	1.6500%	03/13/2020	\$1,002,750.00	60027072	COMMERCE BANK	\$1,004,320.00
335	MADISON CO NE SD#2 (NORFOLK)	\$200,000.00	1.8000%	12/15/2020	\$200,000.00	528002911	COMMERCE BANK	\$201,248.00
338	SARPY CO SD #37 GO BONDS	\$195,000.00	2.1500%	12/01/2021	\$195,000.00	528003135	COMMERCE BANK	\$195,546.00
330	THURSTON NE SD #1, PENDER 2012	\$155,000.00	2.0500%	12/15/2021	\$155,000.00	528001710	COMMERCE BANK	\$155,723.85
463	BUFFALO CO NE SD#7 KEARNEY GO	\$200,000.00	2.3500%	12/15/2023	\$200,000.00	359001318	COMMERCE BANK	\$202,664.00
407	CLAY CO NE HWY ALLOC GO	\$200,000.00	2.3000%	06/15/2024	\$200,000.00	165042481	COMMERCE BANK	\$199,732.00
456	SCOTTSLUFF COUNTY NE SD #32	\$250,000.00	2.5000%	06/15/2024	\$250,000.00	548002441	COMMERCE BANK	\$251,917.50
435	BUFFALO CO NE SD#19-SHELTON NE	\$200,000.00	3.1500%	12/15/2024	\$200,000.00	548001430	COMMERCE BANK	\$204,264.00
Summary		\$7,000,000.00			\$7,031,080.00			\$7,029,448.15

CASH IN BANK = \$7,140,617.78

May 1, 2015

Fax: (402) 643-6491

Email

1

Alan Roth, VP S-TD

5:30:01 AM

Date: 04/28/15
Time: 18:43:29
User: ACCT2

Pledgee Inventory Report
For 04/30/15

Report#: P010
Version:
Page#: 3

Institution: 052 (The Cattle National Bank)

P l e d g e d I n v e n t o r y										
Pledge-Tx# Portfolio	Total Par Total Deposits	Maturity Settle	Trans# Sloc	CUSIP Receipt#	Security Description			TTL FFIEC	Pledged Par MBS Face Par	Collateral-Value Market-Value
					Rate/Div	Maturity	Issued			
CITY OF SEWARD (CITY)										
1		06/23/14	DAD		2.90000	12/15/2025	05/28/14		0.00	152,331.00
1406230216	125,000.00	11/15/27		818474DD7	SEWARD CNTY NE PUBLIC PWR DIST			Y	125,000.00	134,180.56
1		06/23/14	DAD		4.00000	11/15/2027	08/20/13		0.00	131,875.00
1406230217	90,000.00	09/01/27		818488FC7	SEWARD NE WTR SYS REVENUE			Y	90,000.00	89,260.20
1		06/23/14	DAD		2.85000	09/01/2027	03/22/13		0.00	88,832.70
1406270096	424,530.34	05/15/25		3620ARB59	GNMA-I - Pool#: 737260			Y	424,530.34	453,409.09
1		06/27/14	DAD		3.50000	05/15/2025	05/01/10		1,000,000.00	452,170.88
1408220277	102,118.29	06/01/21		3128PVN22	FHLMC - Pool#: J15809			Y	102,118.29	107,422.70
1		08/22/14	DAD		3.00000	06/01/2021	06/01/11		285,000.00	107,167.40
1409230158	190,308.24	12/01/24		3128MMLQ4	FHLMC - Pool#: G18334			Y	190,308.24	205,795.81
1		09/23/14	DAD		4.50000	12/01/2024	12/01/09		1,015,000.00	205,082.15
1409230162	150,000.00	09/01/26		80378CBS7	SARPY CNTY NE SAN & IMPT DIST			Y	150,000.00	152,889.50
1		09/23/14	DAD		3.50000	09/01/2026	09/01/14		0.00	152,014.50
1410240033	303,067.84	03/01/23		31410KAW4	FNMA - Pool#: 889321			Y	303,067.84	321,189.93
1		10/24/14	DAD		4.00000	03/01/2023	03/01/08		2,050,000.00	320,179.70
1501020007	187,611.69	11/01/19		3128M1CT4	FHLMC - Pool#: G11982			Y	187,611.69	202,293.51
1		12/31/14	DAD		5.50000	11/01/2019	04/01/06		1,411,036.00	201,433.62
1502240073	115,000.00	11/15/24		505318QS7	LA VISTA NE			Y	115,000.00	116,579.75
1		02/24/15	DAD		2.65000	11/15/2024	12/31/14		0.00	115,555.45
1503240262	100,000.00	12/15/24		406036HN6	HALL CNTY NE SCD #2 GRAND IS			Y	100,000.00	99,585.67
1		03/24/15	DAD		2.40000	12/15/2024	02/09/15		0.00	99,039.00
1504230191	75,000.00	03/15/22		25930HAU8	DOUGLAS CNTY NE SAN & IMPT DIS			Y	75,000.00	73,812.50
1		04/23/15	DAD		2.40000	03/15/2022	03/15/15		0.00	73,582.50
9603250298	19,446.60	02/15/21		312904SE1	FHLMC SERIES 1041 CLASS E			Y	19,446.60	19,812.78
1		03/31/96	DAD		1.13150	02/15/2021	02/15/91	P	6,347,836.00	19,803.00
Pledgee:	8,025,719.02								8,025,719.02	8,327,030.67
Totals :	1.00								33,868,872.00	8,264,832.58

PLUS \$250,000.00 FDIC INSURANCE

CASH IN BANK = \$8,350,365.15

Page: 13
Run Date: 04/30/15
Processed Thru: 04/30/15

SECURITIES PORTFOLIO ANALYSIS
BOND ACCOUNTING SYSTEM
PLEDGED ACCOUNTS

it : DOD
ort: BAS/600D-004 19.02.5
item: 04/30/15 17:03
DGED TO: 37 CITY OF SEWARD

ACCOUNT	CUSIP NUMBER	CL	MATURITY DATE	PAR VALUE	Coupon RATE	BOOK VALUE	MARKET VALUE	PLEDGED VALUE	PRP	DATE	EXPIRES	AMOUNT
1480 912828C24	01	02/28/2019	10000,000.00	1.5000	9,945,321.62	10,113,000.00	111,243.00	110,000.00	1	03/27/14	02/28/19	110,000.00
T NOTES												
-----SAFEKEEPING-----												
1200 WELLS FARGO												
110,000.00												
111,243.00												
110,000.00												

** TOTALS ** NUMBER

Building Permits April - 2015

CURRENT YEAR: April 2015

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 3,121.10	\$ 1,600,000.00
REMODEL/ADDIT.	20	\$ 2,597.20	\$ 712,399.00
ACCESSORY	8	\$ 568.75	\$ 53,317.50
ELECTRIC	7	\$ 219.75	\$ -
PLUMBING	6	\$ 225.00	\$ -
MECHANICAL	4	\$ 205.00	\$ -
SEWER TAP	1	\$ 250.00	\$ -
WATER TAP	1	\$ 820.00	\$ -
TEMP. ELEC.	1	\$ 50.00	\$ -
ELECTRIC SER.	1	\$ 400.00	\$ -
TOTALS	50	\$ 8,456.80	\$ 2,365,716.50

YEAR TO DATE January to December 2015

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	5	\$ 5,597.10	\$ 2,444,037.56
REMODEL/ADDIT.	53	\$ 3,733.15	\$ 998,474.00
ACCESSORY	52	\$ 8,852.00	\$ 439,129.50
ELECTRIC	28	\$ 1,441.50	\$ -
PLUMBING	21	\$ 840.00	\$ -
MECHANICAL	11	\$ 525.00	\$ -
SEWER TAP	6	\$ 1,500.00	\$ -
WATER TAP	6	\$ 4,920.00	\$ -
TEMP. ELEC.	5	\$ 250.00	\$ -
ELECTRIC SER.	5	\$ 1,200.00	\$ -
TOTALS	192	\$ 28,858.75	\$ 3,881,641.06

FISCAL YEAR: Oct. 2014 to Sept. 2015

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	14	\$ 10,141.30	\$ 3,830,337.36
REMODEL/ADDIT.	75	\$ 370,172.15	\$ 1,200,466.00
ACCESSORY	86	\$ 301,435.75	\$ 620,398.75
ELECTRIC	52	\$ 3,048.25	\$ -
PLUMBING	47	\$ 2,682.00	\$ -
MECHANICAL	30	\$ 2,773.00	\$ -
SEWER TAP	23	\$ 5,750.00	\$ -
WATER TAP	23	\$ 17,245.00	\$ -
TEMP. ELEC.	23	\$ 1,150.00	\$ -
ELECTRIC SER.	23	\$ 4,800.00	\$ -
TOTALS	396	\$ 719,197.45	\$ 5,651,202.11

LAST YEAR: April 2014

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	5	\$ 2,442.40	\$ 1,163,371.91
REMODEL/ADDIT.	19	\$ 2,224.50	\$ 592,869.00
ACCESSORY	11	\$ 599.50	\$ 118,651.00
ELECTRIC	3	\$ 246.75	\$ -
PLUMBING	12	\$ 410.00	\$ -
MECHANICAL	5	\$ 770.00	\$ -
SEWER TAP	4	\$ 1,000.00	\$ -
WATER TAP	4	\$ 2,900.00	\$ -
TEMP. ELEC.	4	\$ 200.00	\$ -
ELECTRIC SER.	4	\$ 800.00	\$ -
TOTALS	71	\$ 11,593.15	\$ 1,874,891.91

YEAR TO DATE January to December 2014

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	11	\$ 36,052.23	\$ 18,132,299.06
REMODEL/ADDIT.	30	\$ 288,377.95	\$ 14,167,177.00
ACCESSORY	16	\$ 15,193.00	\$ 324,948.00
ELECTRIC	18	\$ 16,246.50	\$ -
PLUMBING	37	\$ 12,945.00	\$ -
MECHANICAL	21	\$ 10,841.00	\$ -
SEWER TAP	8	\$ 13,700.00	\$ -
WATER TAP	8	\$ 35,225.00	\$ -
TEMP. ELEC.	8	\$ 2,700.00	\$ -
ELECTRIC SER.	8	\$ 13,350.00	\$ -
TOTALS	165	\$ 444,630.68	\$ 32,624,424.06

FISCAL YEAR: Oct. 2013 to Sept. 2014

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	22	\$ 11,668.03	\$ 4,463,209.06
REMODEL/ADDIT.	65	\$ 6,703.45	\$ 2,466,138.00
ACCESSORY	27	\$ 1,412.50	\$ 251,085.00
ELECTRIC	67	\$ 5,331.75	\$ -
PLUMBING	125	\$ 6,588.00	\$ -
MECHANICAL	51	\$ 5,526.00	\$ -
SEWER TAP	16	\$ 4,000.00	\$ -
WATER TAP	17	\$ 12,325.00	\$ -
TEMP. ELEC.	17	\$ 850.00	\$ -
ELECTRIC SER.	18	\$ 4,200.00	\$ -
TOTALS	425	\$ 58,604.73	\$ 7,180,432.06

SEWARD POLICE DEPARTMENT
APRIL 2015 MONTHLY REPORT

ARRESTS	37
CITATIONS	11
PARKING TICKETS	30
WARNINGS	121

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

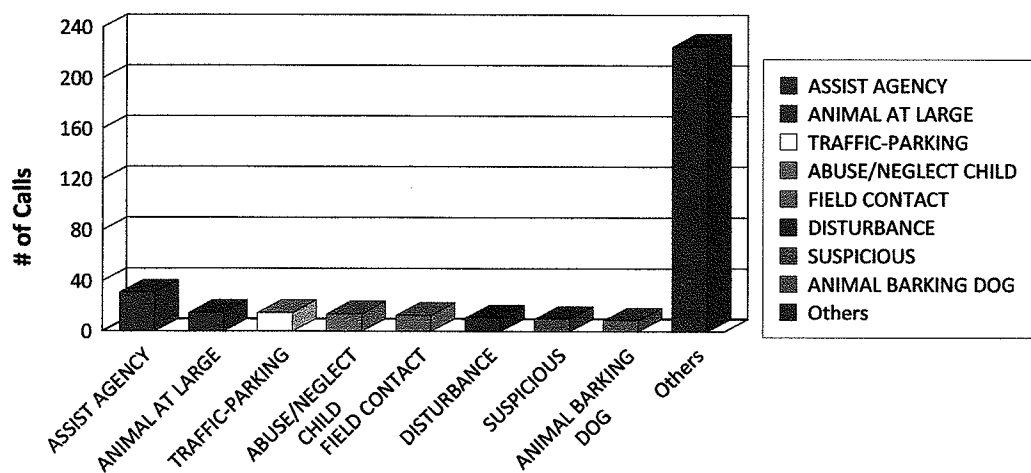
The Seward County Communication Center collects the numbers used to create the attached statistics summary.

Calls Statistics by Type Summary

4/1/2015 - 4/30/2015

00:00:00 - 23:59:59

Agency - SPD



	4/2015	Total
911 ABANDONED	3	3
911 HANG UP	2	2
911 MIS-DIAL	2	2
911 OPEN LINE	1	1
ABANDONED VEHICLE	3	3
ABUSE/NEGLECT ADULT	2	2
ABUSE/NEGLECT CHILD	14	14
ACCIDENT HIT & RUN	4	4
ACCIDENT PROPERTY	1	1
ACCIDENT W/O INJURIES	5	5
ACCIDENT WITH INJURIES	1	1
ALARM ELEVATOR	1	1
ALARM INTRUSION	2	2
ALARM OTHER	1	1
ANIMAL AT LARGE	15	15
ANIMAL BARKING DOG	9	9
ANIMAL CARCASS	1	1

	4/2015	Total
ANIMAL LIVE TRAP	1	1
ANIMAL LOST	2	2
ANIMAL OTHER	3	3
ARREST DUI	5	5
ARREST DUS	4	4
ARREST OTHER	2	2
ARREST WARRANT	6	6
ASSAULT PHYSICAL	1	1
ASSIST AGENCY	31	31
AUTO THEFT	1	1
CIVIL CHILD CUSTODY	4	4
CIVIL KEEP PEACE	3	3
CIVIL OTHER	3	3
CIVIL PROPERTY DISPUTE	1	1
CORONER CALL	6	6
CRIME STOPPERS	1	1
CRIMINAL MISCHIEF BUSINES	1	1
CRIMINAL MISCHIEF VANDAL	4	4
DELIVER MESSAGE	1	1
DISREGARD	4	4
DISTURBANCE	11	11
DISTURBANCE DOMESTIC	1	1
DOG BITE	1	1
DRIVE UNDER SUSPENSION	1	1
DRUG VIOLATION	6	6
DUPLICATE DISREGARD	2	2
EXTRA PATROL	7	7
FIELD CONTACT	13	13
FIX IT TICKET	9	9
FRAUD	6	6
FRAUD BAD CHECKS	1	1
FUNERAL ESCORT	5	5
GUN PERMIT	9	9

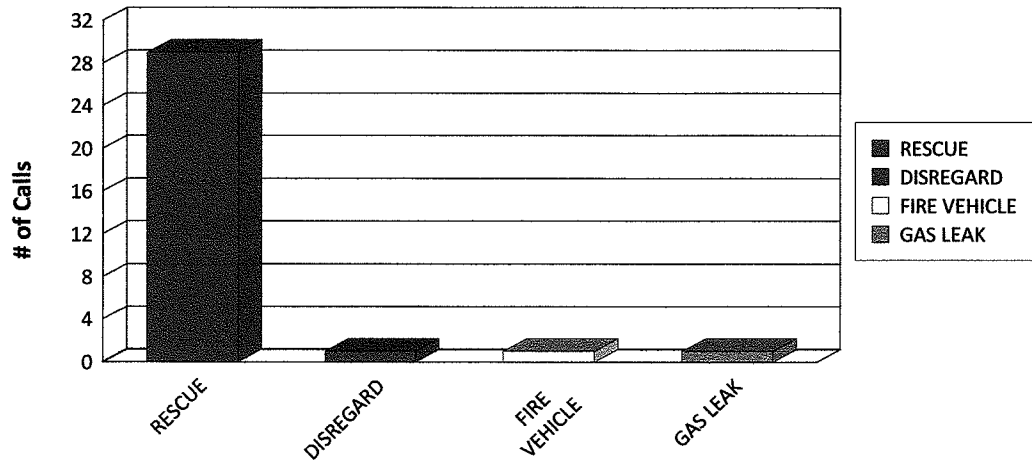
	4/2015	Total
HARASSING PHONE CALLS	2	2
HARASSMENT	3	3
HITCHHIKER/TRANSIENT	2	2
INFORMATION	4	4
JUVENILE WELFARE	2	2
JUVENILE/TRUANT	2	2
JUVENILE/UNCONTROLLABLE	3	3
LIQUOR MIP	1	1
LIQUOR-OTHER	1	1
MENTAL EPC	1	1
MISSING PERSON ADULT	1	1
MISSING PERSON JUVENILE	4	4
MOTORIST ASSIST	4	4
ORDINANCE VIOLATION	1	1
OTHER CALL TYPE	1	1
PAPER SERVICE	2	2
PROPERTY DAMAGE	3	3
PROPERTY FOUND	3	3
PROPERTY LOST	1	1
PUBLIC PEACE	2	2
PUBLIC SERVICE	3	3
SOLICITING SALES	1	1
SUSPICIOUS	10	10
THEFT BICYCLE	1	1
THEFT BUSINESS	1	1
THEFT FROM VEHICLE	4	4
THEFT RESIDENCE	2	2
THEFT SHOPLIFTING	1	1
THEFT-OTHER	4	4
THREATS OTHER	1	1
TRAF HAZARD DEBRIS	1	1
TRAFFIC	1	1
TRAFFIC - DUI	4	4

	4/2015	Total
TRAFFIC - DUS	2	2
TRAFFIC HAZARD	1	1
TRAFFIC RECKLESS DRIVING	9	9
TRAFFIC-OTHER	3	3
TRAFFIC-PARKING	15	15
TRESPASSING PRIVATE PROP	1	1
VACATION/RESIDENCE CHECK	2	2
WELFARE CHECK	5	5
Total	343	343

Calls Statistics by Type Summary

4/1/2015 - 4/30/2015
00:00:00 - 23:59:59

Agency - SFD



	4/2015	Total
DISREGARD	1	1
FIRE VEHICLE	1	1
GAS LEAK	1	1
RESCUE	29	29
Total	32	32

City of Seward, NE

Tuesday, May 19, 2015

Regular Session

Item G3

PUBLIC HEARING - 7:00 P.M. - CONSIDERATION OF TAX INCREMENT FINANCING (TIF) PROJECT - BOTTLE ROCKET BREWING, LLC - TIF Attorney, Andrew Willis

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 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 Community Redevelopment Authority (CRA) approved the project on April 29, 2015 by a vote of 4/0 with 1 member abstaining. The Planning Commission held a public hearing on May 11, 2015 and approved the project by unanimous vote.

Staff Contact:

CITY OF SEWARD NEBRASKA

COMMUNITY REDEVELOPMENT AUTHORITY (CRA)

COMMUNITY DEVELOPMENT AGENCY (CDA)

537 MAIN STREET - P.O. BOX 38 - SEWARD, NE 68434-0038

Tax-Increment Financing Application

(Return To Seward City Clerk's Office)

PROJECT SCOPE: (PLEASE PRINT OR TYPE ALL INFORMATION)1) Business Name Bottle Rocket Brewing LLCStreet Address: 230 S. 5th Street

Mailing Address: _____

Telephone: 402-304-5673 Alt 402-643-4423Text Number: Same as Above Fax: _____Email: gerald@bottlerocketbrewing.comBusiness Structure: LLCOwners/Princ 11 / 3

2) Description Of The Business
Craft Brewery, will focus on manufacture/produce
Beer to be sold on location and also distributed.
The building will also have an event space for
meetings, events, receptions, etc...
 Estimated # of Employees 4-10

3) Name of Present Ownership of Project Site & Full Legal
 Address: 230 S. 5th Street
 Legal Descrip: Seward Original
Town Block 20 Lot 7

4) Description of Physical Project Items:
 Building Square Footage 4680
 Size of Property Site 5040
 Description of Building
 Material/Construction Structural Steel, open Span
Two story.

4a) Site Plan - Attach to Completed TIF Application
 5) If Property is to be Subdivided, Include Division Drawing
 6) Estimated Project Costs:
 Include Construction Proforma Statement

a)	Land Acquisition Costs	\$ <u>130,000</u>
b)	Site Development	\$ <u>21,900</u>
	Site Development	\$ _____
	Site Development	\$ _____
	Site Development	\$ _____
c)	Building Cost	\$ <u>1,074,846</u>
d)	Equipment Acquisition Cost	\$ <u>0</u>
e)	Architectural and Engineering Fees	\$ <u>76,245</u>
f)	Legal Fees	\$ <u>0</u>
g)	Financing Costs	\$ <u>0</u>
h)	Broker Costs	\$ <u>0</u>
i)	Contingencies	\$ <u>77,000</u>

Estimated Total Project Costs \$ 1,379,991

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

received
4-13-15 APD

- 7) Est. Assessed Valuation at Completion: \$ 832,272 14) Municipal References: Please name any other City(s) Where the Applicant, or Other Corporations, that the Applicant(s) has Been Involved With, and Has Completed Developments Within Last Five Years: N/A
- 8) Current Property Valuation \$ 64,970
- 9) Est. R.E. Property Valuation Increase \$ 767,302
- 10) Estimated New R.E. Tax Generated: \$ 13,860.24
1. _____
2. _____
3. _____
4. _____
5. _____

TAX INCREMENT FINANCING REQUEST:

- 11) Itemized Source of Financing:
- a) Equity \$ (547,719)
- b) Bank Loan 1 \$ 965,993.70
- Bank Loan 2 \$ _____
- c) Tax Increment Financing \$ 190,231.85
- d) Industrial Revenue Bonds \$ _____
- e) Other Sources \$ 223,765.45
- 12) Name(s) and Addresses of:
- Architect: David Wiehove - Suite 105
- Engineer: Vance Behrens - 410 S. 74th St. Lincoln 68508
- General Contractor: Cheever Construction
- Consultants: Tim Donner, Cheever Const.
- 13) Project Construction Schedule:
- a) Construction Start Date: 1BD upon Approval
- b) Completion Date: Oct 2015 - Dec 2015
- c) If Phased Construction: Year 2015 / 100% Complete
- Year _____ / _____% Complete
15. Describe Eligible Costs For Which Tax Increment Financing Will Be Used (include attachment(s) if necessary):
- Site Acquisition + Demolition, Site preparation - landscaping, HVAC System, facade improvements, streets + utilities extension
- (See Attached Letter)
- AMOUNT OF TIF REQUEST: \$ 190,231.85**
- (Note: If the Application is approved, the Applicant is not entitled to receive the Requested TIF Amount. The actual amount of the TIF Loan/Bond will vary depending on multiple factors including Lender Interest Rates, Identification of Eligible Expenditures, and Additional Information identified during the TIF Process. However, as a General Estimate for this Application, Request no more than Ten Times the Amount identified in Item 10 of this Application)

16. Attach To Completed Application:
- Statement of Necessity For The Desired Use of Tax Increment Financing App needed 4/13/15 Bette
- x Gerald Homy 4/10/15
- Signature of Authorized Applicant Date City Use -Date Revd/Initials
- Printed Name of Applicant Gerald Homy
- Printed Name of Business Bottle Rocket Brewing LLC

By Signing Application: Document and Its Attachments Are Subject To State Open Records Disclosure Law

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

April 10, 2015

To whom it may concern:

The property at 230 S. 5th Street in Seward, located in a blighted and under-utilized area of the community, will be developed into a Craft Brewing Company. This new company will serve the Seward community and county by creating new jobs, sales and property taxes (See attached proposed layout). The company will be classified as manufacturing and tourism.

Tax Incentive Financing will be vital in the development of this property. The current building will remain; all exterior concrete and grain bins will be removed in preparation for construction. Additionally, the utility infrastructure will need to be upgraded in order to handle manufacturing demands. The new building, that will surround the current building, will include a new HVAC system and exterior improvements.

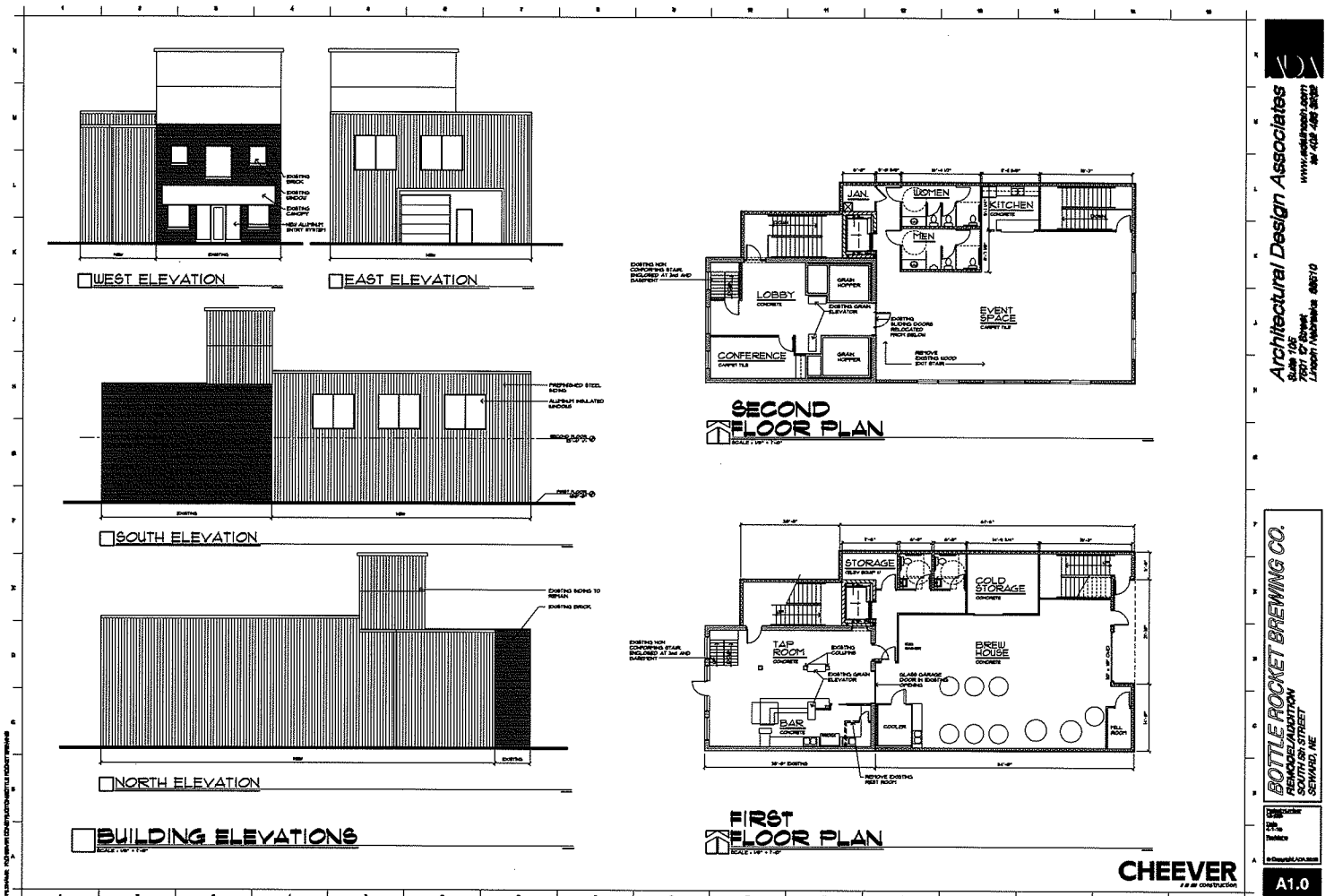
Thank you for your consideration of this project. Should you have any questions please call me at 402-304-5673 or email me at

Sincerely,

A handwritten signature in black ink, appearing to read "Gerald Homp". The signature is fluid and cursive, with the first name "Gerald" and last name "Homp" clearly distinguishable.

Gerald Homp

Bottle Rocket Brewing LLC





April 6, 2015

Gerald Homp
Founder & President
Bottle Rocket Brewing, LLC
230 South 5th Street
Seward, NE 68434

Dear Gerald,

On behalf of our Cheever Construction project team, I am pleased to provide you with this Budget Analysis and Professional Services Fee detail letter. Our Budget Analysis for the Bottle Rocket Brewing facility is based upon our understanding of the project scope and schedule information as provided by the Bottle Rocket Brewing management. Given the information provided on the schematic drawing generated by Architectural Design Associates, combined with our site observations, we applied the following resources and criteria in preparing and establishing this Budget Analysis.

- Based upon the Schematic Design provided by Architectural Design Associates, the building square footage applied to the Budget Analysis is 4,800 SF new, 1880 SF existing, and site.
- Established best construction methods, procedures, and materials based upon our team's extensive commercial construction experience as well as current commercial construction standards.
- Applied historic and current cost values to these methods and assumed materials.
- Consulted with key subcontractors for their analysis of the project including current projected costs.

3425 North 44th Street, Lincoln, Nebraska 68504
P 402.477.6745 F 402.477.2063 cheeverconstruction.com

- Consulted with a structural engineer to develop the best possible footing, foundation, and structural steel package given the information assumed about soil conditions and adjacent structures. This was performed without the benefit of GEO-Tech report specific to this site.
- Consulted with Architectural and Engineering professionals to establish proposed professional services fee for the project.

Taking into consideration all the information and input available, the Budget Analysis for the Bottle Rocket Brewery facility to be located in Seward, NE is currently established at a total construction cost of \$1,250,000.00. A break down on this is as follows.

• Building Cost	\$1,074,846.00
• Professional services fees, Architectural & Engineering	\$76,245.00
• Contingency	\$77,000.00
• Site Development	\$21,900.00

The current contingency value is based upon the level of information on conditions and scope of the project. As additional clarifications are provided through the GEO-Tech survey and the development of construction drawings providing the means necessary to bid scopes of work to subcontractors, this contingency value should decrease accordingly.

We would like to thank you for the opportunity to provide this Budget Analysis for Bottle Rocket Brewing, and look forward to working with Bottle Rocket Brewing in completing this project.

Best Regards,

Tim Donner
Cheever Construction

- 1) Please list all owners, addresses and contact information in the LLC.

Gerald Homp
1210 Eastridge Dr
Seward NE 68434
Phone: 402-304-5673
Gerald@bottlerocketbrewing.com

Jason Berry
301 Lindell Ave.
Seward, NE, 68434
Phone: 402-643-9278
jason@bottlerocketbrewing.com

Ryan Koch
302 E Roberts St
Seward, NE, 68434
Phone: 402-613-2441
ryan@bottlerocketbrewing.com

- 2) What is the estimated number of new jobs this project will create? **4-10**
- 3) What is the pay scale and benefits package for these positions?

Staff Year 1	Qty	Hr. Wage	Hr. Per Week	Weekly Base	Year 1 Base
Owner, Gerald Homp	1	\$ 12.50	40	\$500.00	\$26,000.00
Key Employee, Jason Berry	1	\$ 12.50	40	\$500.00	\$26,000.00
Key Employee, Ryan Koch	1	\$ 12.50	25	\$312.50	\$16,250.00

Employee growth and management is based on some of the conversations, stats and knowledge that we have come to understand about the craft brewing industry and event management. To keep costs down, we will employ a quantity of part-time hourly bar, wait and production staff. Some of these may roll over into full time employees as the years and their work performance dictates. Gerald Homp and Jason Berry will be salaried positions and was judged based on an hourly wage. Ryan Koch will begin hourly since he has responsibilities outside the brewery and will work towards transitioning to full-time when appropriate. Outside of the three Managers part-time employees will be hired as needed paying minimum wage with no more than 20hrs per employee per week. Bonus incentive packages have also been implemented based on company profits.

- 4) Please provide current zoning of the property; include whether the proposed project is a permitted use on the property and include permits required for the project.

Zoning: Commercial; It is a permitted use and we applied to the Federal Trade and Tax Bureau (TTB) in February for our Brewers Notice, which was approved mid-March 2015 (Normal processing 124 days). We are currently working with the State Liquor Commission office since we have been approved for our Brewers Permit (you cannot apply to the state prior to this approval from the TTB).

We met with the NE State Liquor Control Director and his team this past December in Lincoln where we presented our business plan and learned the process to achieve the Liquor license for the brewery. The approval for this process takes 60 days. We are 99% complete with the application and will submit within the next few days. Other permits for construction will be applied for by Cheever Construction who is our General Contractor.

5) Please attach the following documentation:

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

New Business

- Applicant's Corporate/Business Annual Financial Statements for the last 3 years

New Business

- Business Plan for the Proposed Project

See Attached

6) Please describe your "Other" sources of Financing (Item #11 on application)

Investment Income from Investors and owners.



Business Plan
October 2014

Presented by
Gerald Homp
Founder & President



Table of Contents

- 1.0 Executive Summary**
 - 1.1 Mission
 - 1.2 Objectives
 - 1.3 Company Ownership & Key Management
- 2.0 Industry Description**
 - 2.1 U.S. Support of Craft Beer
 - 2.2 Craft Beer Consumers
 - 2.3 Seward Demographics
 - 2.4 Brewing Competition
- 3.0 Products and Services**
 - 3.1 Brewing Beer
 - 3.2 Beer Distribution
 - 3.3 Hosting Events
 - 3.4 Merchandise
 - 3.5 Waste and Byproduct Opportunities
- 4.0 Employees**
 - 4.1 Engagement
 - 4.2 Giving Back
- 5.0 Location Information**
 - 5.1 Production Room
 - 5.2 Tap Room & Tourism
 - 5.3 Event Space
 - 5.4 Roof Top Patio
 - 5.5 Location Access
 - 5.6 Energy Efficiency & Renewable
- 6.0 Operational Plan**
 - 6.1 Suppliers
 - 6.2 Quality Control
 - 6.3 Inventory
- 7.0 Financials**
 - 7.1 Operational Costs
 - 7.2 Revenue
 - 7.3 Investment
 - 7.4 Investor ROI



1.0 Executive Summary

Bottle Rocket Brewing Company LLC (BRB) will develop and operate a Craft microbrewery in Seward, NE, which will focus on building a strong community where patrons can enjoy high quality beer in a unique and historical setting. The environment will be relaxing and perfect for socializing with acquaintances, coworkers, friends and family.

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

BRB is scheduled to begin operations in 2015.

1.1 Mission

Our primary mission is to brew superior craft beer for patrons in the Seward and surrounding communities. Our first floor tap room, tasting room and rooftop patio will cater to novice drinkers as well as those drinkers with more sophisticated palates; our second floor event areas will provide accommodations for different venues and gatherings.

Additional facets of the business are to participate in other lawful business practices common to the brewing industry. Such business interactions include but are not limited to, the sale of brewery merchandise and brewery tours.

A secondary mission is to influence economic development in the Seward area by packaging and distributing our uniquely branded beers locally, throughout Nebraska and then nationally.

1.2 Objectives

Our success will be built upon our ability to cater to our customers' desire to enjoy a unique setting designed to promote the appreciation of craft beers, while at the same time creating memories and strengthening connections to a city, state and nation rich in the history of its founding. We will have high quality beers to quench the thirst of craft beer enthusiasts and pique the interest of novice or inexperienced beer drinkers.

In the community of Seward we have the opportunity to capitalize on an emerging market where currently there are no other local breweries and establish a profitable, well-managed company that can bring increased revenues and jobs to the local community.

1.3 Company Ownership & Key Management

BRB will start out as a Limited Liability Corporation founded by Gerald Homp who has worked for over 20 years in the service, marketing and relationship management fields. The Key Management team will consist of Jason Berry, Vice President, who has over 20 years' experience in business ownership, Marketing, advertising, and video production. Ryan Koch, Brewmaster, an eight-year veteran in structural engineering who is also an avid home beer brewing enthusiast. Koch has won county and state wide awards for his beers and has designed and built his own home brewing system.



Gerald Homp, Founder & President *(picture center)*

Gerald previously served as Regional Sales Director at Lincoln Benefit Life in Lincoln, NE for the past 21 years. Upon the sale of LBL in 2013, Gerald's primary focus has been the development and creation of BRB. Responsibilities include overseeing the company strategic partners, marketing, distributors and the overall direction of the company.

Gerald is an active volunteer in the Seward community and in his church. Gerald and his wife Michelle have three children and reside in Seward.

Jason Berry, Vice President *(picture left)*

Jason is the current owner and founder of Wildberry Production Group and Rawvine Domain and Hosting companies. Jason was approached by Gerald to assist in the development and creation of BRB because of his experience in business ownership. Responsibilities include overseeing advertising, marketing, events, and assisting in the overall direction of the company.

Jason is an active volunteer in the Seward community and in his church and also serves as the pole vault coach for Seward high school and Concordia University. Jason and his wife Julie have three children and reside in Seward.

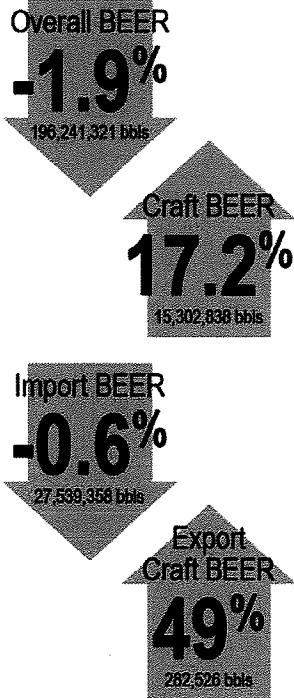
Ryan Koch, Brew Master *(picture right)*

Ryan currently works as a Structural Engineer at Hughes Brothers. Ryan has been brewing beer for the past decade and was approached by Gerald and Jason after having received several high recommendations about him and his beer brewing abilities. Responsibilities include the overseeing of production, quality assurance and the consumable materials needed for production and assisting in the overall direction of the company.

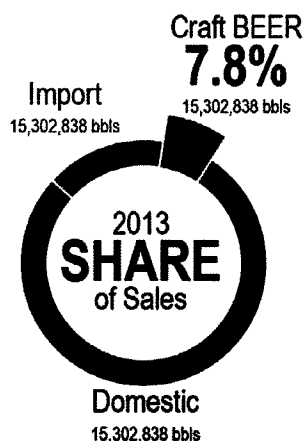
Ryan and his wife Amanda currently live in Seward.



U.S. Beer Sales 2013



Overall BEER Market
\$100 Billion
 Craft BEER Market
\$14.3 Billion
 20% Dollar Sales Growth



2.0 Industry Description

For many centuries beer has been a mainstay in numerous cultures across the world. From its start with the Sumerians in 6,000 BC, beer has been a beverage that extends across all social barriers, enhances celebrations, consummates accomplishments, and helps create an atmosphere for family and social bonding. A quote from the Beer Institute (an organization representing more than 2800 breweries) quite nicely summarizes what beer means to Americans:

"From the eastern seaboard to the Pacific coast, it's a traditional part of a family reunion, a day at the beach, or an afternoon at the ballpark. And the traditional reward for mowing the lawn, clipping the hedge, or cleaning the garage."

Craft beer is a growing market in the United States that has seen 10% growth in 2010 and 2011 and 18% in 2013, even as the total U.S. beer market is down 1.9% in 2013. The total U.S. beer market retail dollar value is \$100 billion. Craft retail dollar value grew to \$14.3 billion in 2013, a 20% increase from 2012. Small brewing companies employed over 110,000 people in 2013, an increase of 1.7% over the year 2012. While Nebraska is ranked #9 nationally in beer consumption it is home to only 21 breweries (10 Microbreweries and 11 Brewpubs). Clearly, there is a substantial market for craft breweries in Nebraska, particularly one that is housed in a small town.

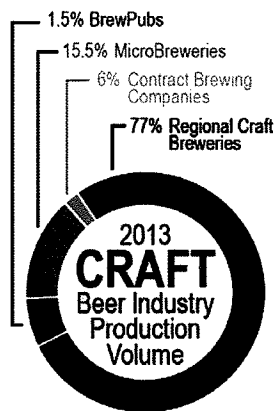
For the craft brewing industry, market analysis supports the understanding and facts that consumers are consistently and increasingly moving away from buying mass-produced beer and are purchasing more and more beer from craft beer makers and microbreweries. "The craft beer industry is growing 13 percent to 14 percent each year, with a commensurate drop in production by the 'big guys' like Anheuser-Busch and Coors, from 177.6 million barrels in 2008 down to 162.7 million in 2013," Beer Marketers VP Eric Sheppard (May 2014).

States see the craft beer industry as an avenue to build economic prosperity and tourism.

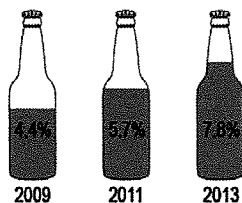
The following comprise characteristics of the craft beer industry as describe by the Brewers Association (brewersassociation.org):

- Craft brewers are small brewers.
- The hallmark of craft beer and craft brewers is innovation. Craft brewers interpret historic styles with unique twists and develop new styles that have no precedent.
- Craft beer is generally made with traditional ingredients like malted barley; interesting and sometimes non-traditional ingredients are often added for distinctiveness.
- Craft brewers tend to be very involved in their communities through philanthropy, product donations, volunteerism and sponsorship of events.
- Craft brewers have distinctive, individualistic approaches to connecting with their customers.
- Craft brewers maintain integrity by what they brew and their general independence, free from a brewer.
- The majority of Americans live within 10 miles of a craft brewer.

U.S. Beer Production Volume 2013



U.S. Volume Share for Craft Brewers



2.1 U.S Support of Craft Beer

A blog post from the New York Beer School by Carolyn Smagalski, author & beer connoisseur summarizes the vitality and influence of the craft beer industry in the United States:

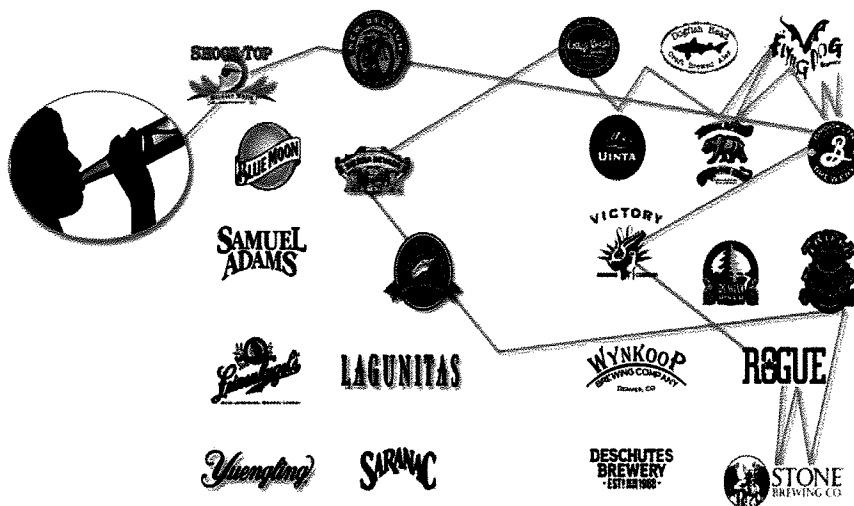
In 2012, a member of the President's cabinet, U.S. Secretary of Agriculture Tom Vilsack, toured the Great American Beer Festival in Denver, Colorado. Mingling among the executive chefs, brewmasters and growers in the Farm-to-Table Pavilion, Secretary Vilsack sent a clear signal that American craft beer has entered the race as a significant segment of the American economy. Craft beer has proven itself as a robust and vital part of the business community, a growth engine in which sales, pricing and profits remain strong.

In early 2013, there were 45 active craft brewers' guilds across the country. The Small Brewers' Caucus in the United States House of Representatives, chaired by Representatives Peter DeFazio (D-OR) and Jim Gerlach (R-PA), boasted 115 members, while the Senate Bipartisan Small Brewers' Caucus, established by Senators Max Baucus (D-MT) and Mike Crapo (R-ID), engaged 17 members. These organizations signal the emergence of craft brewing as a stimulus to economic growth.

2.2 Craft Beer Consumers

"*Mintel's 2013 research shows that the sweet spot for craft beer consumers is the 25-to-34-year-old demographic. In the United States, 36% of U.S. consumers are said to have drunk craft beer, while the figure rises to 50% for Millennials. In fact, 43% of Millennials and Generation Xers say craft beer tastes better than domestic beer, while 32% of Baby Boomers say so.*" ~ Author: Xun Yao Chen - Why craft beer attracts Millennials and consumers with momentum

"*Consumers of today are in love with variety, led by the Gen Y-millennial generation. These leaders of style are in-touch with cuisine from every part of the world. As a bright spot in the American economy, craft beer has become a part of that overall experience.*" ~ Author: Carolyn Smagalski - Accomplished editor, author & beer connoisseur



The diagram provides a representation of the types of individuals who enjoy craft beers.

*Demeter Group,
State of the Craft
Beer Industry,
2013
demetergroup.net



Key Marketing Observations of Seward, NE

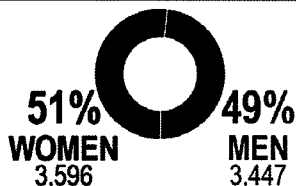
Current Seward
Beverage & Food
Service Establishments

1 Coffee Shop
2 Bar/Restaurants
2 Restaurants no Beer
2 Clubs
3 Bars
7 Fast Food

Location

County Seat
3 Colleges within
30 Minutes
State Capital within
30 Minutes
Easy Access
I-80, Highway 34 & 15

Population



Median Age

Seward	32.4 yrs
Nebraska Average	42.2 yrs

Median Income

Seward	\$59,872
Nebraska Average	\$50,723

2.3 Seward Demographics

Situational Analysis

According to a 2012 poll conducted by Gallup, "Beer is the beverage of choice among both 18 to 34 year olds and those aged 35 to 54, while adults aged 55 and older lean more toward wine. Additionally, drinkers in the Midwest show the greatest preference for beer, while those in the East are the most likely to drink wine."

The micro brewing industry is a facet of the beer industry that has grown over the past few years and continues to show strong growth. In Nebraska the growing demand for micro brewed beer is not being satisfied by the current 21 microbreweries in the state. The lack of local micro-breweries provides an opportunity to fill this demand by offering a local microbrew. In addition to filling this demand, BRB will be stimulating Seward's economy and will add to the local business community as a whole.

BRB Target Markets

Primary - Males ages 21-41

We will introduce a variety of delicious beers that appeal to the tastes of beer drinkers ranging from novice to expert. This demographic group includes a full range of drinking experience from the beginner Pilsner or Light beer drinker to the mild lagers and ales. We will encourage the expanding of tastes and explore new types of beers.

Secondary A - Females ages 21-41

We will introduce a series of drinks called "Radler" that features a blend of one of our primary beers along with any variation of a carbonated beverage (such as a lemon-lime soda), fruit juice or cider. For example, one such Radler might feature a combination of our Bottle Rocket Pilsner and a pop like Mountain Dew. Another variation will be our Brown Ale mixed with a pop like Sprite. These drinks feature less alcohol per ounce than a normal beer.

Secondary B - Males ages 42-62

We will introduce a delicious variety of seasonal beers that will appeal to the experienced beer drinker. These beers are not necessarily popular with younger drinkers, but satisfy those who have acquired a preference for a Stout, Porter or IPA.

Secondary C - Female ages 42-62

This group will enjoy the Radlers to compliment some of the other beers on hand. This group is known as the "sipping group" that is looking to gather in a quiet relaxing space to enjoy some delicious drinks over light conversation.

We understand that the 62+ age group is also a significant market to consider. Gallup includes this demographic within its 50+ category, and data from a 2014 poll indicate that "older affluent" (i.e. age 50+) consume alcohol more frequently than their younger counterparts, though they tend to consume less at each sitting.

In conclusion, no matter the age group, beer is the drink of choice for adults of legal age (Gallup, Beer Is Americans' Adult Beverage of Choice This Year, July 2014).

Community Programs

BRB will initiate awareness and education programs within the City of Seward and County.



2.4 Brewing Competition

Currently there are 21 active breweries in the state and one more is currently opening in Lincoln within the next year. Many are micro pubs who brew specifically to compliment a restaurant. Under half of these focus primarily on distribution and have created tap rooms as a secondary method of earning income. Our focus on making the tap room a major feature of the brewery will make BRB unique when compared with many other breweries in the state.

BRB looks to move into the top 10 breweries within the state during our first year of production with a goal to move to within the top 5 during the first 5 years of business operation.

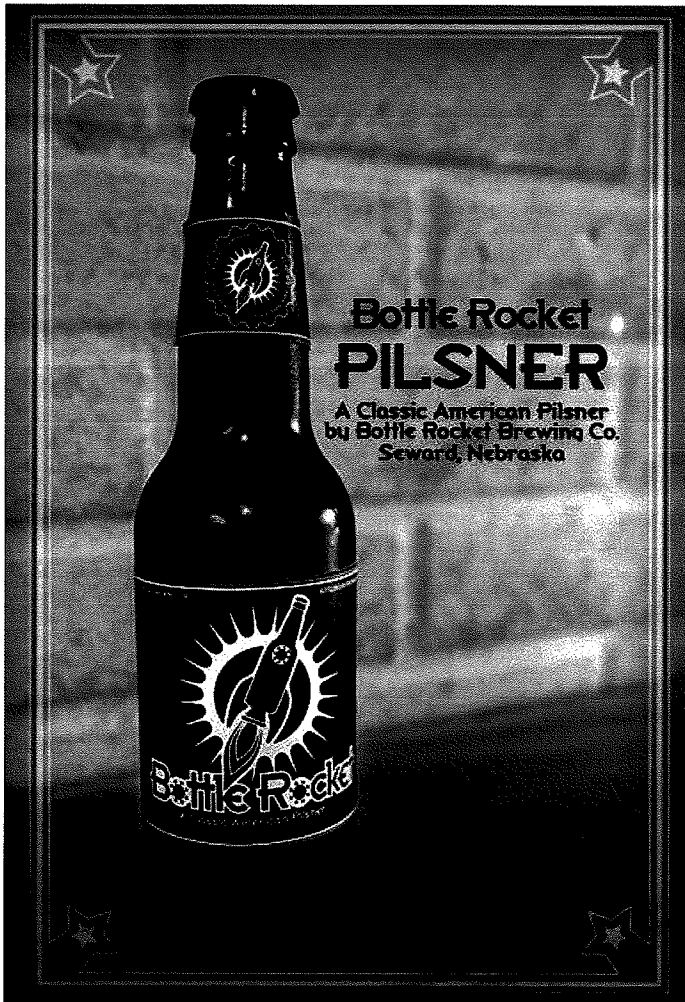
Current Breweries in Nebraska and Estimated Market Shares

Rank	Name	Est. Market Share & bbl/yr	
1.	Lucky Bucket Brewing CO. - LaVista	23.5%	5,350
2.	Empyrean Brewing Co. - Waverly	21.5%	4,870
3.	Zipline Brewing Co. - Lincoln*	13.0%	2,990
4.	Blue Blood Brewing - Lincoln*	7.0%	1,630
5.	Nebraska Brewing Co. - Papillion	5.5%	1,260
6.	Upstream Brewing Co. - Omaha	4.5%	1,020
7.	Empyrean/Lazlo's/Fireworks - Lincoln*	3.5%	850
Year One Goal: Bottle Rocket Brewing Co. - Seward		3.5%	800
8.	Granite City - Lincoln*	3.5%	770
9.	Infusion Brewing Co. - Omaha	3.5%	750
10.	Upstream Brewing Co. West - Omaha	3.0%	730
11.	Spilker Ales - Cortland	2.5%	550
12.	Thunderhead Brewing - Axtell	2.5%	540
13.	Granite City - Omaha	1.5%	310
14.	Pra Inc - Misty's Steakhouse	1.0%	280
15.	Gottberg Auto Company - Columbus	1.0%	200
16.	Schillingbridge Microbrewery - Pawnee City	1.0%	170
17.	Scratch Town - Ord	0.5%	140
18.	Everest Brew House - Omaha	0.5%	100
19.	Benson Brewery - Omaha	0.5%	60
20.	Loop Brewing Co.- McCook	0.0%	60
21.	Beaver View Co. - Albion	0.0%	10
22.	Ploughshares - Lincoln	0.0%	Open 2014



3.0 Products and Services

BRB will develop a competitive edge in the Nebraska microbrewery market by brewing quality beers at all times. We realize the importance of ensuring that our beer is stored and served using the best possible means in order to please our customers. In addition to quality control measures we will keep our customers intrigued by providing seasonal beers and new releases based on classic styles, but with our own unique interpretations.



Our initial craft beer portfolio will include five mainstay beers, seasonal beers, Radlers and a root beer. The five mainstay beers names are,

Pilsner: Bottle Rocket Pilsner

Ale: 1868 Brown Ale

Belgium White: Red Wheat and Boom

IPA: Wicked Spark IPA

Stout: Stout Constitution

The approach of simultaneously launching five mainstay beers helps ensure we are reaching customers with different style preferences.

3.1 Brewing Beer

The brewing process can last between 8-10 hours per brew day. Once the beer has completed the fermentation cycle, it will be kegged directly from the fermenters. Kegs stored in cold storage will be placed on 4'x4' pallets and double stacked with a hydraulic fork lift.

We plan to start brewing on average 2-3 times per week with a first year goal of 800 barrels of beer brewed. With the 10 barrel system, we have the capacity to produce more than this, but in order to ensure outstanding quality, we will start with a lower production rate and work our way up towards full capacity. Ultimately production rates will be determined by demand, popularity of the beers and the production schedule since each type of beer takes different ingredients and times to brew and ferment.

We understand that the beer we produce will be the life-blood of the company, thus producing outstanding flavor and quality in our beer is paramount. To ensure our beer is of the highest quality, Ryan Koch, BRB brew-master, will

strengthen his knowledge of the art of brewing beer by attending a program for brew-masters, such as one offered by the Siebal Brewing Academy in Chicago.

To continue to improve our products, we will submit our brews into various contests in order to receive valuable feedback from professional beer tasters. This will also help to bring recognition to our products and make BRB a company of which the community can be proud.



3.2 Beer Distribution

We will begin by establishing our tap room, event rooms and service to the local community in order to first build a reputation for quality craft beers and to fine tune our production processes prior to pursuing a distribution contract. Having established a brand and taste will give BRB better leverage in negotiations with distributors, enabling us to capitalize on a strong relationship with our distributors. We will look to solidify a firm relationship within the first 6-9 months of operation.

Initial distribution efforts will focus on Seward and its surrounding counties. Once our products expand beyond these markets, we will distribute our beers throughout Nebraska and the nation.

3.3 Hosting Events

The community of Seward has a limited number of locations in which to host social gatherings and events. As a result our building includes plans for two event rooms which can hold up to 250 people. We plan to book special events, small concerts, comedians, hypnotists, car or bike rallies and shows, weddings, reunions, business events, etc., and plan to host some type of event every weekend. Although we intend to make light snacks available to all patrons at any time during business hours, we will work with caterers to bring food into the establishment for events. We will also organize community nights out, informal gatherings for people looking for a location to enjoy camaraderie and conversation, at which we will feature food vendors offering an array of menus.

3.4 Merchandise

Jason Berry will take the lead on designing and presenting a wide range of BRB merchandise such as t-shirts, koozies, mugs, hats, polo shirts, etc., which will be for sale in our tap room and online on our bottlerocketbrewing.com website.

3.5 Waste and Byproduct Opportunities

Our brewing process byproducts are not wastes to dispose of, but resources with a beneficial reuse. We will use spent grains as a soil amendment and feed for local livestock. Any waste that can be recycled will be properly recycled. Such products include paper and plastics.



4.0 Employees

We know that our employees shape us as a company; we will only be as strong as our weakest link. We plan to hire in the first year five part time wait and bartending staff and two production space workers. We know that this number will increase as production, popularity and demand grow. Our ultimate goal is to be able support a staff of 10 to 20 full and part time employees to service a very busy tap room, assist with events and meet production demands. We will look to hire a mix of seasoned and youthful individuals and provide training so that we can run the brewery the way we believe a business should be run, with a focus on integrity and service.

4.1 Engagement

We wish to create a fun and collaborative culture using our own employees' best ideas for improvements and growth and extend decision making power to all levels. We believe in rewarding our employees financially for such contributions.

4.2 Giving Back

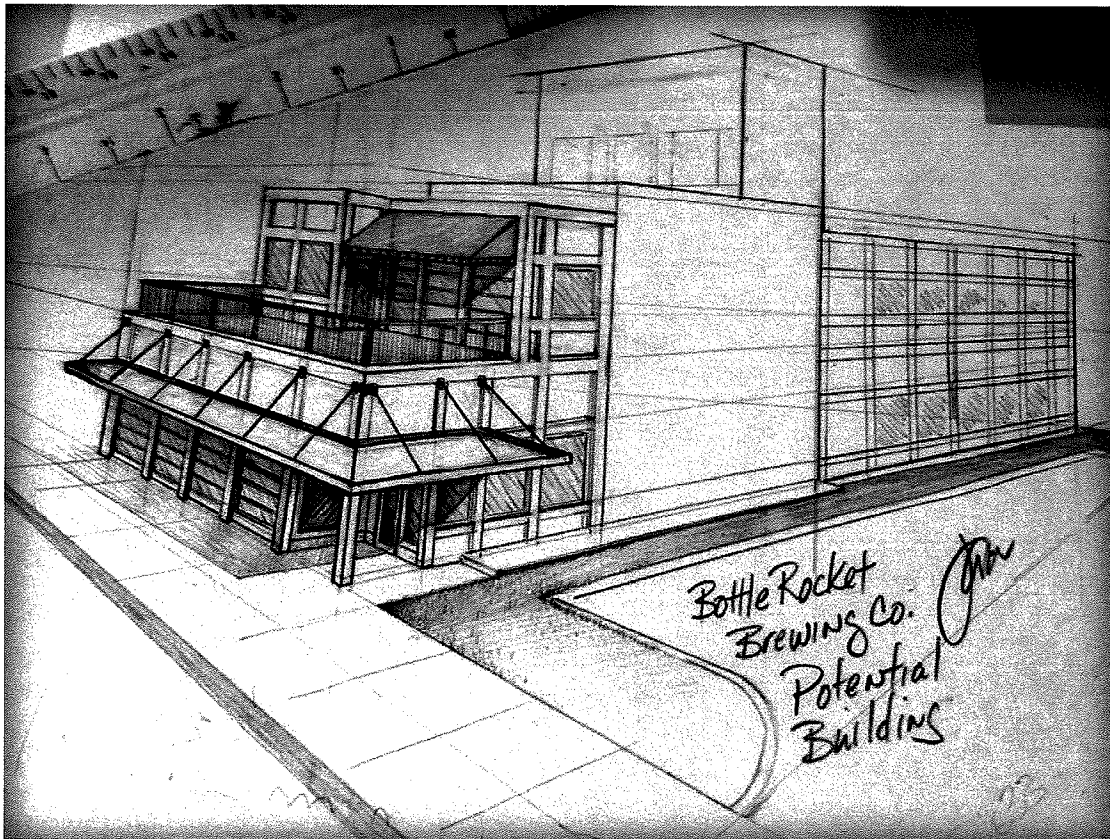
The individual members of the leadership team are already actively involved with various aspects of the Seward community. As a team we will continue to support the community and work to increase public awareness of the arts, culture, charities and environment. This can be accomplished by monetary donations to organizations related to or involved in these activities. We will look for ways to involve the local community in helping to choose which charities to support. Our first priority is to support local charities, followed by regional, national and then global causes.

5.0 Location Information

The corporate office and main brewing facility will be located at 230 S. 5th St, Seward, NE. Until we are fully moved into the building, the corporate address for Bottle Rocket Brewing LLC will be 1210 Eastridge Dr. Seward, NE 68434.

The building is located in historic downtown Seward, less than one block from the City square. Built as a granary in 1946, it is in excellent, structural condition and is an ideal location for a facility seeking to highlight the history of Seward. Since the building currently does not have the production or event space to meet our needs, BRB is working with Cheever construction to develop a floor plan that will surround the Mill inside a larger structure. In this way we can maintain the integrity of the original building, adding to the uniqueness of the facility. Some initial space concepts can be seen in section 5.6 Physical Brewery Layout.

Here is one of the first conceptual design ideas for the new building sketched by Jason Berry. The current building will be wrapped by a new building.





5.1 Production Room

The production space will feature a 10 barrel brewer, two 10 barrel brite tanks and four fermentation tanks. Also in the space will be a 288 sq ft cold storage unit, a keg washer and an area for bottling. The brewing equipment is being manufactured and installed by Alpha Brewing Operations out of Lincoln, NE. The system will be fully programmable and controlled with iPads. The system can be monitored from any location within the brewery. The system can also control timing of ingredients, temperature and fermentation to create a consistent taste that is vital to a craft brewery. The space will also include a mill room for handling the grains; it is rather ironic that the Mill will once again house grains!

5.2 Tap Room & Tourism

As a tourist and go-to destination for great beer, cultural awareness, patriotism and City of Seward historical intrigue, the BRB tap room will be the core of our identity as the predominate brewery in the state of Nebraska. We want to be a place that the Seward community and then the Nebraska community can be proud to call their own. It will be a destination within and from outside the Seward community, whether for wedding receptions, business meetings, rallies or fund raising events, it will serve as a unique and memorable gathering spot.

The Tap Room will feature a bar setting and merchandise area and a view right into the heart of the production space. The lounge will feature an estimated 1,300 square foot space with both high and low table seating and a comfortable lounge seating area; a perfect space for tasting great beer while socializing with friends. Another unique feature of the tap room will be the three industrial glass garage doors that sit in the front of the building. The door will have iron rails in front of them and can be opened on beautiful Nebraska days and evenings.

On weekends (dates to be determined) BRB will feature catering by local, Lincoln and surrounding community restaurants, food trucks and community fund raising meals. Beers will be spotlighted for each type of dining experience for the ultimate beer tasting experience.

5.3 Roof Top Patio

The Roof Top Patio will feature open patio space with seating, shaded areas and a very relaxed setting from which to view beautiful downtown Seward. This space can be rented out for tail gate parties, weddings, reunions, etc.

5.4 Event Space

The second floor will feature an event space. This space can be rented out for weddings, company events, seminars, and any other type of event for which significant space is needed. We will encourage community use of the rooms for various events. BRB will also initiate a wide variety of events in the space.

5.5 Location Access

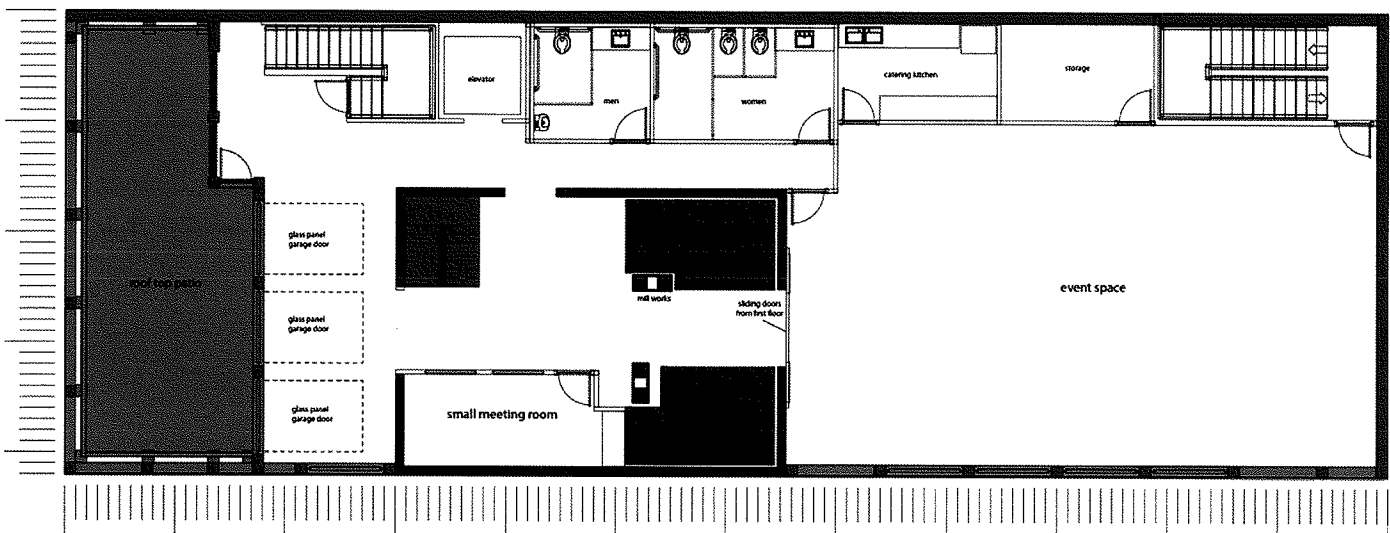
There is plenty of easy parking access to the building, with a parking lot directly to the south, along 5th Street and South Street. In addition there is parking on both sides of 4th Street. Since the location of the building is one block south of Highway 34 and one block east of Highway 15, this makes it convenient for tourists, but also off the main roads for easy parking and convenience for the local residents.

5.6 Energy Efficiency & Renewable

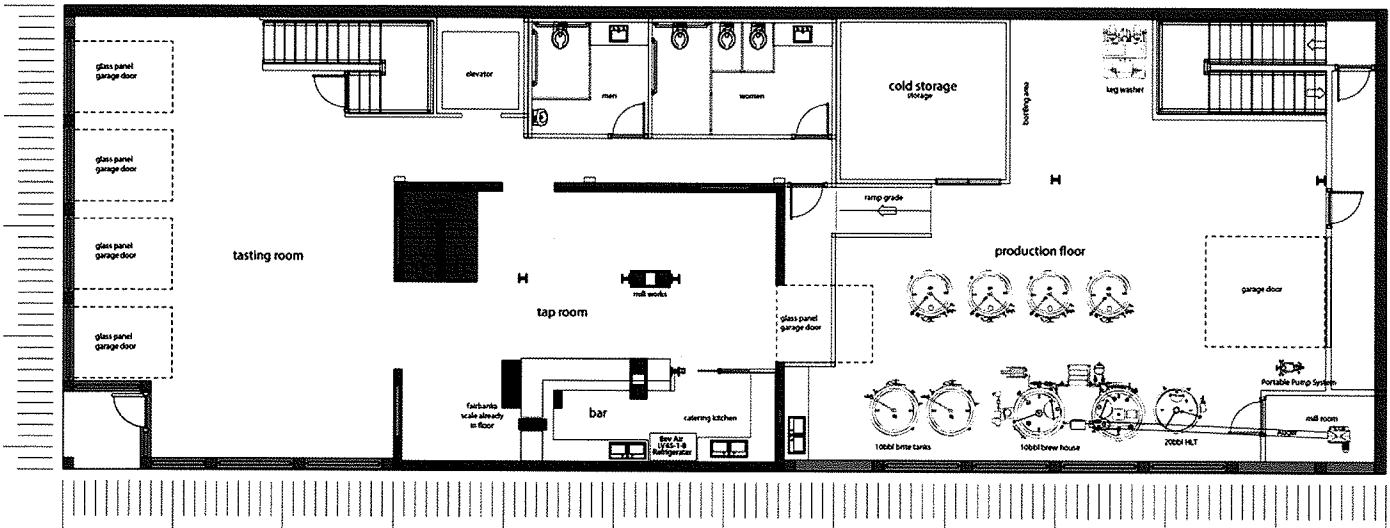
We plan to be sensible regarding energy consumption by reducing energy usage and using renewable energy throughout our brewery wherever possible. Though it is vital for the brewing and cleaning process, we recognize that water is an invaluable resource. Thus we are committed to protecting this resource in our brewery operations and aspire to minimize waste and promote water conservation.

Below is a mockup of the new building layout. The brown colored area is the current building.

Second Floor



First Floor





6.0 Operation Plan

All three primary managing members will meet weekly to remain in constant communication regarding all areas of marketing, advertising, event coordination and production of the company. Semi-monthly, there will be a meeting with a third party accountant that will contract for financial assistance and updates. The managing team may designate up to three capital investment individuals to sit in on the meetings to serve as advisors and two additional non-invested members of the board to serve as advisors. All final decisions will rest entirely on the three managing members.

6.1 Suppliers

The cost of raw materials dramatically decreases as quantities purchased increases. There are several suppliers that service the brewing industry. To get the best industry pricing, a pallet's worth of products must be ordered. Prices for products will be compared between suppliers. Although price is a driving force for profitability, quality of products will be the final determining factor in every purchase.

All products used in any beverage recipe must be available from a minimum number of suppliers. This will maintain a steady supply chain. All products must meet industry quality standards.

6.3 Quality Control

BRB will implement these quality control processes to ensure our customers always have consistent, quality beers at all times.

1. Define the problem.
2. Measure key aspects of the process and collect relevant data.
3. Analyze the data to investigate and verify cause-and-effect relationships, determine what the relationships are, and attempt to ensure that all factors have been considered. Then seek out root cause of the defect under investigation.
4. Improve and optimize the current process based on data analysis techniques.
5. Control the process to ensure that any deviations from the target are corrected before they result in defects.
6. We believe that business efficiencies also promote quality. The following practices will help to make our business cost effective and efficient.
 - a. Minimize out of stock materials
 - b. Improve product freshness and warehouse efficiencies
 - c. Maximize warehouse space utilization
 - d. Provide cash flow efficiencies
 - e. Capitalize on peak sales weeks

The brewing quality control process starts with inspecting all incoming raw ingredients. This includes the malt, hops, yeast, water and any other ingredients used in the beer recipes. The chemistry of Seward water can vary throughout the year. To maintain consistency in our beer, we have opted to filter the water using the recommended filters by Alpha Brewing Systems. The filter deemed necessary will be determined after water analysis testing. The water will be tested periodically to ensure quality. Our building plan includes a laboratory space for beer sampling and testing purposes in order to ensure our products meet customer expectations and quality standards.

Next, proper storage of these raw ingredients is very important. The humidity levels, temperature, and exposure to sunlight are all factors to be considered



for proper storage of the raw ingredients. By maintaining low humidity storage rooms free of insects and rodents, the life and freshness of these items will be extended. The yeast must be stored in refrigerators. Care must be taken to properly clean and sanitize all equipment and storage vessels to ensure yeast is not cross contaminated and to ensure that off-flavor bacteria and wild yeast do not infect the beer. All raw ingredients must be properly dated and labeled. The FIFO (First In – First Out) process will be employed to ensure the freshness of all ingredients.

Finally, all batches of beer will be sampled and graded for quality and consistency. If a batch of beer does not meet our quality standards, it will be analyzed for possible improvements. If steps cannot be made to allow the beer to meet our standards, it will be destroyed.

6.4 Inventory

Brewing software will be used to track raw material inventory. The software will deduct what ingredients are used and in what quantities. These numbers will be deducted from the amount maintained in inventory and a report will be generated when raw ingredients need to be ordered.



7.0 Financials

The initial startup costs for a brewery that features a state of the art craft brewing and tracking system, along with a modern destination location and a quality product are quite significant.

We understand and respect the cost and the work that goes into a business of this nature. We plan to run the finances of the company as conservatively as possible without risking the quality of our products. Furthermore, we will balance the virtues of financial stability with the broadening of our experiences and growth of the company. Our goal is to develop BRB into a strong and thriving company that will benefit all investors, the community, the employees and the management team.

Our initial operating startup costs are broken down into the following basic categories, with knowledge that the building construction and modifications can fall under the TIF (which we intend to utilize to the fullest).

Item	Projected Cost
Real Estate & Building (Acquisition)	\$ 130,000.00
Real Estate Construction	\$ 1,300,000.00
Brewing Equipment	\$ 275,000.00
Furnishings	\$ 76,000.00
Vehicles	\$ 50,000.00

Startup Costs and Cost of Initial Operation

Employee Expense	\$ 139,185.00	
Building Maintenance	\$ 10,000.00	
Marketing	\$ 4,380.00	
Telephone/Utilities	\$ 13,167.00	
Equipment Repair/Updating	\$ 6,667.00	
Insurance	\$ 24,320.00	
Legal/Software/Accounting	\$ 34,600.00	
Licensing & Fees	\$ 12,000.00	
Credit Card Fees	\$ 34,921.00	
Total		\$ 300,000.00
Total		\$ 2,131,000.00

In addition we are actively pursuing tax, grants and economic development advantages.

We are in discussions with various local banks about handling the initial cost loans to balance cash flow.

We have been working with CPA Ryan Burger of Seward, Nebraska and Attorneys Tim Moll of Rembolt Ludtke and Greg Damman of Blevens & Damman Law on various aspects of our business development.



7.1 Operational Costs

The state of mind and determination to set and work within a budget is crucial to a successful business. We will strive to keep all cost down while keeping revenues up. This balance of management requires experience and diligence that we possess and will build upon. The largest variable for BRB is the fact that grain and ingredient cost can shift with the markets and will affect our bottom lines. We have and will continue to search out experts within this area and try to utilize locally grown grains to reduce cost and make it well known that our beer is a Nebraska grown product.

7.2 Revenue

We have broken down the potential revenue stream for levels of barrels produced and sold per year. During the first 6-9 months of operation we will work to establish a positive working relationship with a key distributor. At this point we have only included revenue in the first year from beer produced and sold within BRB in this projection. Once distribution is added to the potential revenue stream, the production could easily exceed the 800bbl projection in year 1. Below is estimation based on minimum yearly production, initial estimates indicates that 800bbl of beer can be sold in Seward without distribution. Once a distribution contract is negotiated, production could double to triple per year. Our 10bbl system would have a maximum production capacity of just over 7,200 bbl per year. **Beer Gross Sales were based on production costs that were calculated to a value per ounce, taking into account all hard costs during production.*

Production	800bbl	1600bbl	3200bbl	4800bbl	6400bbl
Beer Gross Sales*	\$ 640,003.65	\$ 640,003.65	\$ 640,003.65	\$ 640,003.65	\$ 640,003.65
Distribution After 800bbl		\$ 480,002.74	\$ 1,440,008.21	\$ 2,400,013.68	\$ 3,360,019.15
Events	\$ 31,950.00	\$ 31,950.00	\$ 31,950.00	\$ 31,950.00	\$ 31,950.00
Merchandise	\$ 20,046.10	\$ 23,053.02	\$ 26,510.97	\$ 30,487.61	\$ 35,060.75
Gross Profit	\$ 691,999.75	\$ 1,175,009.40	\$ 2,138,472.82	\$ 3,102,454.94	\$ 4,067,033.55
Fixed Loans Cost					
Building Loan w/o Potential TIF	\$ 123,746.16	\$ 123,746.16	\$ 123,746.16	\$ 123,746.16	\$ 123,746.16
Brewing Equipment Loan	\$ 54,384.00	\$ 54,384.00	\$ 54,384.00	\$ 54,384.00	\$ 54,384.00
Business Equipment Furnishings Loan	\$ 22,404.00	\$ 22,404.00	\$ 22,404.00	\$ 22,404.00	\$ 22,404.00
Auto Loan	\$ 10,781.16	\$ 10,781.16	\$ 10,781.16	\$ 10,781.16	\$ 10,781.16
	\$ 211,315.32	\$ 211,315.32	\$ 211,315.32	\$ 211,315.32	\$ 211,315.32
Variable Costs					
Yearly Employee Expenses	\$ 121,030.00	\$ 142,963.60	\$ 172,884.40	\$ 216,587.80	\$ 264,435.60
St, Fed, SS and UnEmp Taxes	\$ 18,154.50	\$ 21,444.54	\$ 25,932.66	\$ 32,488.17	\$ 39,665.34
Maintenance Building	\$ 10,000.00	\$ 11,500.00	\$ 13,225.00	\$ 15,208.75	\$ 17,490.06
Marketing Expenses	\$ 4,380.00	\$ 5,037.00	\$ 5,792.55	\$ 6,661.43	\$ 7,660.65
Telephone	\$ 5,976.00	\$ 5,976.00	\$ 5,976.00	\$ 5,976.00	\$ 5,976.00
Utilities	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00
Equipment Updates/Fixes	\$ 6,667.00	\$ 7,667.05	\$ 8,817.11	\$ 10,139.67	\$ 11,660.62
Insurance	\$ 24,320.14	\$ 24,320.14	\$ 24,320.14	\$ 24,320.14	\$ 24,320.14
Legal, Software & Accounting (5% of GP)	\$ 34,599.99	\$ 58,750.47	\$ 106,923.64	\$ 155,122.75	\$ 203,351.68
Licensing & Fees (Liquor & Auto)	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Unexpected Costs (5% of GP)	\$ 34,946.00	\$ 58,750.47	\$ 106,923.64	\$ 155,122.75	\$ 203,351.68
Credit/Debit Card Processing Fees	\$ 20,759.99	\$ 35,250.28	\$ 64,154.18	\$ 93,073.65	\$ 122,011.01
	\$ 300,033.62	\$ 390,859.55	\$ 554,149.32	\$ 733,901.11	\$ 919,122.78
Net Profit	\$ 180,650.81	\$ 572,834.53	\$ 1,373,008.18	\$ 2,157,238.51	\$ 2,936,595.46



7.3 Investment

Investing in a brewery is an exciting opportunity. One obvious reason is that if they are setup and run well, craft breweries are highly profitable. But potential investors need to be aware that since we will be producing alcohol, all officers, employees and investors will be required to meet certain TTB, Federal and State regulations. Some of these regulations require that background checks be conducted and stipulate that a felon cannot own stock in a brewery. As a result, investing in a craft brewery requires a bit more paperwork than other company investments.

Breweries are expensive to launch, but have provided cash influx to the small communities in which they operate. Craft breweries can function with a high profit line because of one simple fact, "Beer has been part of civilization since day one!" This was noted in the documentary by Discovery Channel "How Beer Saved the World" which lays out how beer has been a key part of every civilization and will continue to be a part of its future. In short, beer is here to stay. Craft beer is impacting beer sales across the United State, and we are jumping on the wave.

To effectively start and hit the local, state and national markets correctly, we are looking to raise \$2,500,000 in capital investment. We are offering an initial of 8,000 shares at \$250 value per share. Due to regulations, we are offering a maximum investment to each individual of no more that 20% at \$500,000.00 and would prefer to keep minimum investment to at least \$25,000.00.

Purchase of initial shares and company operations are described in documents Operation Agreement, Private Placement Memorandum and Subscription Agreement. Those will be made available to interested investors. Upon purchase of Offered Shares, a 10% deposit is required at time of signing and purchased in full within 30 days of signing.

Federal and State Regulations dictate that all Members will be subject to a Federal background check, any individual with a felony is not eligible to own interest in a Craft Brewery. All Members will be listed on the company Application for Liquor License Form 102 as required by Nebraska Liquor Control Commission. Any Member holding over 25% of units and their spouses will be required to sign Nebraska Liquor Control Commission application forms.

7.4 Investor ROI

Investing in a brewery is an exciting venture. The potential returns can be even more exciting with national industry growth at 18% annually.

Over the first 5 years we will be focused on growth and stability. During this time, the first year, 2015, we will not be distributing dividends but instead returning all net profits back into the company. Beginning with the completion of 2016, dividend will be administered. From 2016-2019, investors will receive a proportionate dividend of 35% of net profits, with 65% returning to the company for growth and stability. In this projection, **investors could see their investment doubled in 4-6 years**. For example, an investment of \$25,000 could see a dividend of \$7,125 in year 4 based on this model, which would represent a 28.5% return on investment for that year.

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 May 11, 2015, at the Seward Municipal Building, 142 North 7th 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 May 19, 2015, at the Seward Municipal Building, 142 North 7th 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 located at 230 South 5th Street in Seward, and is legally described as follows:

Lot 7, Block 20, Original Town 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

Please publish one time April 22, 2015
1 Proof of Publication

COMMUNITY REDEVELOPMENT AUTHORITY
CITY OF SEWARD, NEBRASKA
BOTTLE ROCKET BREWING
May, 2015

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:	\$64,970
b.	Projected Completed Project Assessed Valuation:	\$832,272
c.	Projected Tax Increment Base (b. minus a.):	\$767,302
d.	Estimated Tax Levy:	1.735900
e.	Annual Projected Tax Shift:	\$13,320

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 \$1,380,000 for construction and installation of the Project and related and ancillary improvements. It is proposed that approximately \$130,800 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 beer 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.

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 could be seen as providing competition to local bars, but the Project is a different business, focused primarily on manufacturing beer. This manufacturing aspect is supported by the tap room and tasting room, but ultimately the manufacturing is the primary driver of business. There are no other breweries in the City. The closest competing craft breweries are in Lincoln, Nebraska.

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

The Project is anticipated to create 4 to 10 jobs in the City within one year. Ultimately, the Project could create 10 to 20 full and part time jobs in the City. There is also a tourism component to a craft brewery that should positively impact the redevelopment area and the City. The Project will also include unique construction features highlighting the history of the city. The Project will be constructed around the old mill that was built in 1946, which will be retained and preserved. The Redeveloper is also planning energy efficiency upgrades that should positively affect its impact on community resources and the environment.

There are no other material impacts determined by the agency relevant to the consideration of the cost of 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.

[SIGNATURE PAGE TO FOLLOW]

Approved by the Community Redevelopment Authority, City of Seward this ____
day of May, 2015.

E. Thomas Spunaugle, Chairman

Bonnie Otte, Secretary

EXHIBIT A

PROJECT INFORMATION

The Project will consist of the construction of an approximately 6,680 square foot craft brewery and tap room and other associated improvements on the following real estate:

Lot 7, Block 20, Original Town of Seward, Seward County, Nebraska.

Exhibit A

EXHIBIT B

PROJECTED TIF SOURCES AND USES

1. TIF SOURCES

Assumptions:

Tax Levy	1.735900
Interest Rate	5.5%
Number of years	15

Property Value

Assumptions:

	Assessed Value	Estimated Taxes
Pre-Project	\$64,970	\$1,128
Completed Project	\$832,272	\$14,447
Difference	\$767,302	\$13,320

TIF Calculations:

Annual TIF Amount	\$13,320
Total TIF Amount	\$199,800
Loan Amount	\$134,850
less 3% Admin Fee	(\$4,045.50)
Total TIF Available	\$130,804.50

2. TIF USES

Cost of Issuance	TBD
Site Acquisition	\$130,000
Site Preparation	\$21,900
Total	\$151,900

**AMENDMENT TO THE REDEVELOPMENT PLAN
OF THE CITY OF SEWARD, NEBRASKA
(BOTTLE ROCKET BREWING 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 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 6,680 square foot craft brewery and tap room and associated improvements on the Site (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 businesses and/or development. In order to support private development, the Site and the Redevelopment Area are in need of renovation and development.

The Site was currently used as a grainery. There are exterior grain bins and concrete that needs to be removed to repurpose and redevelop the Site. The

building currently located on the site is inadequate to support a modern business. Significant site preparation must be undertaken before the Site can be developed. Additionally, the utility infrastructure is not sufficient to support manufacturing and will need to be upgraded to be viable for the proposed business. 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 site acquisition required site preparation, stabilization and the construction of a retaining wall, extension of utilities, 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 brewery 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. The Project will retain part of the grainery constructed in 1946, to preserve historical aspects of the Property, while constructing a modern brewery manufacturing facility and tap room that will enhance the Redevelopment Area and the City.

Bottle Rocket Brewing, LLC (the “Redeveloper”), have submitted a proposal for the redevelopment of the Site to include the construction of the brewery and associated improvements. Redeveloper will pay the costs of the private improvements, including all construction of the building. 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: site preparation, utility improvements, energy efficiency 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 ____ day of May, 2015.

E. Thomas Spunaugle, Chairman

Bonnie Otte, Secretary

EXHIBIT “A”
Legal Description of the Site

The property is located at 230 South 5th Street and is legally described as follows:

Lot 7, Block 20, Original Town 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 has a contractual right to purchase the property from the current owner, and the land will be purchased by Redeveloper.

B. Population Density

The proposed development at the project site is the construction of a brewery and tap house which will not significantly affect population density in the project area.

C. Land Coverage

The Project will consist of constructing a two story building with a total of approximately 6,680 square feet. This will include adding approximately 4,800 square feet of new construction to 1,880 square feet of existing building on the approximately 5,040 square foot project 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

No adverse impacts are anticipated with respect to traffic flow, street layouts, and street grades.

E. Parking

The construction of the Project will include construction of all parking necessary to satisfy the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Site is located in the Commercial zoning 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 has been approved for its required Brewer's Permit from the Federal Trade and Tax Bureau, and is currently working with the Nebraska Liquor Control Commission to obtain the necessary state liquor license.

**REDEVELOPMENT AGREEMENT
(Bottle Rocket Brewing Project)**

This Redevelopment Agreement is made and entered into as of the ____ day of May, 2015, by and between the Community Redevelopment Authority of the City of Seward, Nebraska ("CRA") and Bottle Rocket Brewing, LLC, a Nebraska limited liability company ("Redeveloper").

RECITALS

- A. The CRA is a duly organized and existing community redevelopment authority, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.
- B. The City of Seward, in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2154, 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 or has contracted to purchase the Project Site which 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, 2016.

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 Eight Hundred Thirty Two Thousand Two Hundred Seventy Two and No/100 Dollars (\$832,272.00).

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, 2015.

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 Bottle Rocket Brewing, LLC, a Nebraska limited liability company.

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 employment, 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) Redeveloper 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) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.
- (c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CRA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.
- (d) Redeveloper owns or has contracted to purchase the Project Site, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Agreement by Redeveloper.

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 1st 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 2016 (after construction completion) and the taxes payable for 2015 (before completion of construction), as more particularly set forth on Exhibit "B".

Section 3.03 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 Thirty Four Thousand Eight Hundred Fifty and No/100 Dollars (\$134,850.00), 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, 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 3.04 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 3.03 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 3.03(b). The CRA shall not be obligated to issue any CRA TIF Indebtedness.

Section 3.05 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 3.03 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 3.03(b).

Section 3.06 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 3.03(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.

ARTICLE V FINANCING PROJECT; ENCUMBRANCES

Section 5.01 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 3.03(b) of this Redevelopment Agreement.

Section 5.02 Encumbrances.

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

Section 6.01 General Remedies of the CRA and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is

not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CRA set out in Section 6.02, 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 6.02 Additional Remedies of the CRA.

In the event that:

(a) Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of 120 days (not including any period covered pursuant to the terms of Section 6.04 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 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within 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 6.04 Limitation of Liability; Indemnification.

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

(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 VII
MISCELLANEOUS**

Section 7.01 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 "E" and incorporated by this reference.

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

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

Section 7.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between 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: _____
E. Thomas Spunaugle, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of May, 2015, by E. Thomas Spunaugle 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”

BOTTLE ROCKET BREWING, LLC, a
Nebraska limited liability company

By: _____
Gerald Homp, President

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of May, 2015, by Gerald Homp, President of Bottle Rocket Brewing, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

EXHIBIT “A”

DESCRIPTION OF PROJECT

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

Lot 7, Block 20, Original Town of Seward, Seward County,
Nebraska (the “Project Site”)

shall consist of the following:

- (a) **Private Improvements.** The construction of an approximately 6,680 square foot craft brewery and tap room, and the associated improvements within the Redevelopment Area.
- (b) **Public Improvements.** Site acquisition, site preparation, 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, 2031, 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 \$832,272, subject to required debt service coverage, required reserve, and cost of issuance.
2. **Anticipated Tax Increment:** \$13,320 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 2106 in an amount sufficient to fully amortize the TIF Indebtedness on or before the Maturity Date.
4. **Maturity Date.** On or before December 31, 2031.

Exhibit “B”

EXHIBIT "C"

PROJECTED TIF SOURCES AND USES

1. TIF SOURCES

Assumptions:

Tax Levy	1.735900
Interest Rate	5.5%
Number of years	15

Property Value

Assumptions:

	Assessed Value	Estimated Taxes
Pre-Project	\$64,970	\$1,128
Completed Project	\$832,272	\$14,447
Difference	\$767,302	\$13,320

TIF Calculations:

Annual TIF Amount	\$13,320
Total TIF Amount	\$199,800
Loan Amount	\$134,850
less 3% Admin Fee	(\$4,045.50)
Total TIF Available	\$130,804.50

2. TIF USES

Cost of Issuance	TBD
Site Acquisition	\$130,000
Site Preparation	\$21,900
Total	\$151,900

Exhibit "C"

1

EXHIBIT “D”

**CERTIFICATE OF COMPLETION OF IMPROVEMENTS
(Bottle Rocket Brewing 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:

Lot 7, Block 20, Original Town 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 _____, 2015, as referenced in the Memorandum of Redevelopment Agreement recorded as Instrument No. _____ in the office of the Register of Deeds for Seward County, Nebraska.

“REDEVELOPER”

BOTTLE ROCKET BREWING, LLC, a
Nebraska limited liability company

By: _____
Gerald Homp, President

Exhibit “D”

1

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Gerald Homp, President of Bottle Rocket Brewing, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

ACCEPTED by the Community Redevelopment Authority of the City of Seward, Nebraska this ____ day of _____, 2015.

“CRA”

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____
Bonnie Otte, Secretary

By: _____
E. Thomas Spunaugle, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by E. Thomas Spunaugle 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”

2

EXHIBIT “E”

MEMORANDUM OF REDEVELOPMENT AGREEMENT (Bottle Rocket Brewing Project)

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this ____ day of May, 2015 by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and Bottle Rocket Brewing, LLC, a Nebraska limited liability company (“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:

Lot 7, Block 20, Original Town 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, 2016. 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 “E”

1

“CRA”

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____
Bonnie Otte, Secretary

By: _____
E. Thomas Spunaugle, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of May, 2015, by E. Thomas Spunaugle 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 “E”

2

“REDEVELOPER”

BOTTLE ROCKET BREWING, LLC, a
Nebraska limited liability company

By: _____
Gerald Homp, President

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of May, 2015, by Gerald Homp, President of Bottle Rocket Brewing, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

4845-6265-7827, v. 1

Exhibit “E”

3

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (“THE 1933 ACT”) AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

Registered

Registered

No. 1

\$_____

UNITED STATES OF AMERICA
STATE OF NEBRASKA
THE COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF SEWARD

COMMUNITY REDEVELOPMENT REVENUE NOTE
(BOTTLE ROCKET BREWING PROJECT)
SERIES 2015A

Maturity Date	Original Issuance Date
December 15, 2031	_____, 2015

Registered Holder	Principal Amount
	[\$TBD]

Interest Rate:
[TBD]

THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA (the “Issuer”), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the Seward City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Original Issuance Date identified above or from the most recent date to which interest has not been paid. Accrued Interest shall be payable in three (3) installments due December 15, 2015, June 15, 2016, and December 15, 2016. Thereafter principal and accrued interest shall be payable in thirty (30) semi-annual installments due June 15, 2017, December 15, 2017, and each June 15 and December 15 thereafter through December 15, 2031, when all principal and accrued interest shall be due and

payable. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth calendar day next preceding the applicable maturity date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Redevelopment Authority of the City of Seward, Nebraska Redevelopment Revenue Note (Bottle Rocket Brewing Project), Series 2015A, aggregating _____ and No/100 Dollars (\$_____) (the "Note") in principal amount which have been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the "Act") and under and pursuant to a Redevelopment Agreement between Issuer the Redeveloper on the above-referenced project, to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment Revenues generated by the above-referenced Project. All such revenue has been duly pledged for that purpose.

THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement for the Project against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Seward, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts,

conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by the Registered Holder's duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder, together with a Purchase Letter from the transferee that is satisfactory to Issuer in Issuer's sole discretion, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is issuable in the form of a registered Note without coupons. Subject to such conditions and upon the payment of such charges reasonably set by Issuer, the owner of any registered Note or Notes may surrender the same (together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of registered Notes of any other authorized denominations.

The Note is redeemable at the option of the Issuer at any time, in whole or in part, upon notice mailed to the owner of each Note not less than 30 days prior to the date fixed for redemption at a redemption price equal to par plus accrued interest to the redemption date.

The Note is prepayable at any time in whole or in part, at a prepayment price of par plus accrued interest to the prepayment date, to the extent there are any funds in the Debt Service Fund in excess of amounts necessary to pay scheduled debt service or in the event the Redeveloper directs the Issuer that it wishes to prepay the Note. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

THE COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

Bonnie Otte, Secretary

By: _____
E. Thomas Spunaugle, Chairman

CERTIFICATE OF AUTHENTICATION

This Note is delivered pursuant to the Redevelopment Agreement and the CRA's authorizing resolution.

Seward City Treasurer,
as Paying Agent and Registrar

By: _____
Authorized Signature

4831-3908-6883, v. 1

CITY OF SEWARD, NEBRASKA
RESOLUTION #2015-__

(Amendment to Redevelopment Plan – Bottle Rocket Brewing 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 May 19, 2015, 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 May, 2015.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

4851-2469-8147, v. 1

CITY OF SEWARD, NEBRASKA
RESOLUTION NO. 2105-_____

(Approval of Redevelopment Agreement- Bottle Rocket Brewing 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 the area of the City identified as Redevelopment Area #1. 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 Bottle Rocket Brewing Project that will include the use of tax increment financing (the “Project”).

C. On April 29, 2105, 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, and Bottle Rocket Brewing, LLC, 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 19th day of May, 2105.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

EXHIBIT “A”

(Redevelopment Agreement)

4847-4845-5971, v. 1

Exhibit “A”

City of Seward, NE

Tuesday, May 19, 2015

Regular Session

Item G4

PUBLIC HEARING - 7:00 P.M. - AMEND AND UPDATE ZONING MAP TO INCLUDE AIRPORT OVERLAY- John Hughes

Consideration of an Ordinance to Amend and Update the Current Zoning Map.

Staff Contact:

Notice of Public Hearing

Seward Planning Commission

NOTICE IS HEREBY GIVEN, that the Seward Planning Commission will hold public hearings during a scheduled meeting on Monday, **May 11, 2015 beginning at 7:30 p.m.**, and City Council on **Tuesday May 19, 2015** beginning at 7:00 at Seward Municipal Building for the purpose of hearing testimony of support, opposition, criticism, suggestions or observations for a complete update to the Official Zoning Map pertaining to the Aviation Overlay District and requirements of LB140. An agenda for said meeting is kept continuously current and available by request from the City Clerk. The public is encouraged to attend.

Questions or comments concerning the public meeting and hearings may be directed to the City Clerk. All interested parties may offer oral comments at the public hearing and/or may file written comments with the Planning Commission concerning the petition and such comments shall be considered by the Planning Commission, provided such written comments are received by the City Clerk prior to the public hearing date.

ORDINANCE NO.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, SEWARD COUNTY, NEBRASKA; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. Approval of Amendment and Update to Zoning Map. On March 23, 2015, the Seward Planning Commission conducted a public hearing on the matter of amending the Zoning Map with a complete update and reported to the City Council that it recommended approval of the zoning changes. On May 19, 2015, the City Council held a public hearing on said proposed changes and map and found and determined that said proposed changes to the Zoning Map are advisable and in the best interests of the City. The City Council further found and determined that public hearings were duly held and notices were duly given. The City Council hereby approves said proposed changes and update to the Official Zoning Map.

Section 2. Adoption. The amended version of the Official Zoning Map of the City of Seward is hereby adopted and shall be signed by the Mayor, attested to by the City Clerk and shall bear the seal of the City and shall show the date of the adoption of that Ordinance and this amendment.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 19th DAY OF MAY, 2015.

CITY OF SEWARD

Joshua Eickmeier, Mayor

ATTEST:

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

City of Seward, NE

Tuesday, May 19, 2015

Regular Session

Item G5

CONSIDERATION OF PROPOSAL REGARDING PLANTING OF TREES IN CITY RIGHT OF WAY - Tree Board Chairman, Matt Stryson

Administrative Report: The Tree Board is proposing the City adopt an ordinance establishing a plan for planting trees in the City right-of-way. Following the presentation and discussion, Council to provide direction for drafting an ordinance for Council consideration.

Staff Contact:



Joshua E. Dethlefsen
Kelly R. Hoffschneider ☐
Reginald S. Kuhn
Ryan K. McIntosh
Stephen D. Mossman ○
Randall V. Petersen
Sally A. Rasmussen
J. L. Spray △
Christina L. Usher ○
Patricia L. Vannoy ○
William F. Davis, Of Counsel
Daniel E. Wherry, Of Counsel

○ Also Admitted in Colorado
△ Also Admitted in Iowa
☐ Also Admitted in South Dakota

www.mattsonricketts.com

Offices in Lincoln and Nebraska City

May 14, 2015

**VIA E-MAIL
AND U.S. MAIL**

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

RE: Street Tree Ordinances

Dear Mayor Eickmeier:

You have asked me to respond to a request from Matt Stryson concerning the drafting of ordinances for street trees.

I am enclosing with this letter a copy of Seward Municipal Code Section 2, Article 14 which contain the applicable code provisions for the City of Seward Tree Board. As the Ordinances indicate, it is the responsibility of the Board to study, investigate, counsel and develop a written plan for replanting, removal or disposition of trees and shrubs in public ways, streets and alleys. The plan is to be presented to the City Council and upon their acceptance and approval, shall constitute the official comprehensive City tree plan for the City of Seward, Nebraska. The Board is required to annually review and update, if needed, the comprehensive City tree plan and is also to prepare and present an annual work plan to the City Council for their acceptance and approval. When requested by the City Council, the Board is to consider, investigate, make findings reports and recommendations upon any special matter(s) of question coming within the scope of its work. *See*, Seward Municipal Code, § 2-1402.

It is my recommendation that the City of Seward Tree Board follow the requirements of § 2-1402 and present to the City Council its current comprehensive City tree plan. § 2-1403 requires that the Board meet quarterly on the second Tuesday of January, April, July and October.

Please let me know what further action you would like me to do with respect to this matter.

134 South 13th Street, Suite 1200
Lincoln, Nebraska 68508

(402) 475-8433 Phone
(402) 475-0105 Fax

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Kelly R. Hoffschneider', with a stylized flourish extending to the right.

Kelly R. Hoffschneider
krh@mattsonricketts.com

KRH/cdw

Enclosures

cc: Bonnie Otte

Article 14. City Tree Board

[Editor's Note: Article 14 was adopted in its entirety by Ordinance No. 12-82, 6/1/82]

§2-1401 TREE BOARD; CREATION AND ESTABLISHMENT. There is hereby created and established a City Tree Board for the City of Seward, Nebraska, which shall consist of five (5) members, citizens and residents of this City, who shall be appointed by the Mayor, with the approval of the City Council.

§2-1402 TREE BOARD; TERM, COMPENSATION, DUTIES AND RESPONSIBILITIES. The term of the five (5) persons to be appointed by the Mayor shall be three (3) years, except that the term of two (2) of the members appointed to the first Board shall be for only one (1) year, and the term of two (2) members of the first Board shall be for two (2) years. In the event that a vacancy shall occur during the term of any member, his successor shall be appointed for the unexpired portion of the term. Members of the Board shall serve without compensation.

It shall be the responsibility of the Board to study, investigate, counsel and develop a written replanting, removal or disposition of trees and shrubs in public ways, streets and alleys. Such plan will be presented to the City Council and upon their acceptance and approval, shall constitute the official comprehensive City tree plan for the City of Seward, Nebraska. The Board shall review annually and update, if needed, the comprehensive City tree plan. The Board shall prepare and present an annual work plan to the City Council for their acceptance and approval. The Board, when requested by the City Council, shall consider, investigate, make findings, reports and recommendations upon any special matter(s) of questions coming within the scope of its work. (Amended by Ord. No. 4-94, 2/1/94)

§2-1403 TREE BOARD; OPERATION. Section 1. TREE BOARD; OPERATION.

At the first (1st) meeting in June of each year, the Board shall organize by selecting from its membership a Chairman and Secretary. The Secretary shall keep the full and correct minutes and records of all meetings and file the same with the Municipal Clerk within ten working days, or prior to the next convened meeting, whichever occurs earlier. An additional ten days shall be allowed for providing the minutes in the event of the secretary's serious illness or an emergency which prevents him/her from writing such minutes. A majority of the members shall be a quorum for a transaction of business. The Board shall meet quarterly on the second (2nd) Tuesday of January, April, July and October, with additional meetings as needed. (Amended by Ord. No. 4-94, 2/1/94, Amended by Ord 52-05, 10-18-2005 Amended by Ord 1-09, 2-17-2009)

§2-1404 TREE BOARD DEFINITIONS.

STREET TREES: "Street trees" are herein defined as trees, shrubs, bushes and all other woody vegetation on land lying between property lines on either side of all

streets, avenues or ways within the City.

PARK TREES: "Park trees" are herein defined as trees, shrubs, bushes and all other woody vegetation in public parks and all areas owned by the City, or to which the public has free access.

SMALL TREES: "Small trees" are herein defined as trees which by their nature do not normally attain heights greater than twenty-five feet (25') at maturity.

MEDIUM TREES: "Medium trees" are herein defined as trees which by their nature normally attain heights of from twenty-five to forty-five feet (25' to 45') at maturity.

LARGE TREES: "Large trees" are herein defined as trees which by their nature attain heights greater than forty-five feet (45') at maturity.

§2-1405 TREE BOARD; TREE SPECIES TO BE PLANTED. The City Tree Board shall establish and maintain a list of Tree Species which shall constitute the official Street Tree species for the Municipality of Seward, Seward County, Nebraska. Said list shall be reviewed on an annual basis by the City Tree Board, and a copy of the listing of official Street Tree species for the City shall be maintained on file with the City Clerk and said list shall be made available to any person upon request. (Amended by Ord. No. 4-94, 2/1/94)

§2-1406 TREE BOARD; TREES; DISTANCE FROM UTILITY LINES. No Street Trees or Park Trees other than those species listed as Small Trees in section 2-1405 of this Article, or species specifically approved by the Municipal Tree Board, may be planted under or within ten (10) lateral feet of any overhead utility wire, or over or within five (5) lateral feet of any underground water line, sewer line, transmission line or other utility, line, wire or main. No street tree shall be planted within ten feet (10') of any fire hydrant.

§2-1407 TREE BOARD; TREES; CARE AND REMOVAL. The Municipality shall have the right, after notifying the property owner(s) and allowing sufficient time for them to eliminate the problem(s), to plant, prune, maintain or remove Street Trees or Park Trees within the lines of all streets, alleys, avenues, lanes, squares and public grounds, as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public grounds and after approval by the Tree Board.

The Municipal Tree Board may, after notifying the property owner(s) and allowing sufficient time for them to eliminate the problem(s), cause or order to be removed any Street Tree or Park Tree or part thereof which is in an unsafe condition or which, by reasons of its nature, is injurious to sewers, electric power lines, gas lines, water lines or other public improvements, or is affected with any injurious fungus, insect or other pest.

The Utility Companies may remove, at their expense, trees or parts thereof which are injurious to their utility lines, after negotiating with the property owner(s).

No person or property owner shall remove any live Street Tree or Park Tree for any reason without written permission of the Municipal Tree Board. Provided, however, when said Utility Companies confront an emergency situation, they will have the authority to trim or remove the trees or parts thereof at their own discretion and expense.

§2-1408 TREE BOARD; TREE TOPPING. It shall be unlawful as a normal practice for any person, firm, or Municipal department to top any Street Tree, Park Tree or other tree on public property. Topping is defined as the severely cutting back of limbs to stubs larger than three inches (3") in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this Article at the determination of the Municipal Tree Board.

§2-1409 TREE BOARD: OBSTRUCTION, PRUNING, REMOVAL. All trees and shrubs within the Municipality shall be pruned or removed when such trees or shrubs obstruct the light from any street lamp, obstruct the visibility of any traffic control device or sign, obstruct the passage of pedestrians on sidewalks, or obstruct the view of any street or alley intersection. The minimum clearance of any overhanging portion thereof shall be fourteen feet (14') on all arterial and collector streets and eleven feet (11') on all residential streets and seven feet (7') over sidewalks.

All shrubs and hedges defined as Street Trees in this Article shall be kept trimmed by the abutting property owner at least one foot (1') back from all curbs, sidewalks, driveways or alleys; and the same shall at all times be kept trimmed to a height not greater than thirty inches (30") above the top of the curb unless the Municipal Tree Board, for other than corner lots, determines that a greater height would not constitute a hazard to pedestrian or vehicular traffic.

The Municipal Tree Board shall notify, in writing, the owners of such trees or shrubs on private property. Pruning shall be done by said owners at their own expense within sixty (60) days after the date of notification. In the event of failure of owners to comply with said notice, the Municipality shall have the authority to prune said trees or shrubs and assess the cost of said pruning to the property owner. If the owner fails to reimburse the Municipality after being properly billed, the cost may be assessed against the real estate and the Governing Body shall have the assessment certified to the County Treasurer and the same shall be collected in the manner as provided by law.

§2-1410 TREE BOARD; DEAD OR DISEASED TREES, PRUNING, REMOVAL. All trees and shrubs within the Municipality shall be pruned or removed when such trees or shrubs constitute a hazard to life and property, or harbor insects or disease which constitute a threat to other trees or shrubs within the City.

The Municipal Tree Board shall have the power and authority to prune or remove, or order to prune or remove, any such trees or shrubs on private property. The Municipal Tree Board shall notify, in writing, the owners of such trees or shrubs. Pruning or removal shall be done by said owners at their own expense within sixty (60) days after the date of notification. In the event of failure of owners to comply with said notice, the Municipality shall have the authority to prune or remove said trees or shrubs and assess the cost of said pruning to the property owner. If the owner fails to reimburse the Municipality after being properly billed, the cost may be assessed against the real estate and the Governing Body shall have the assessment certified to the County Treasurer and the same shall be collected in the manner as provided by law.

§2-1411 TREE BOARD; WORK ORDERED OR DONE BY THE CITY. Written

permission shall not be required for any tree, shrub or hedge planting, pruning, spraying or removing ordered or done by the City; however, all such work shall be done in conformance with the requirements of sections 2-1405 through and including 2-1410 of this Article and the following regulations and provisions.

The City of Seward Electric Department is responsible for maintaining adequate clearance from trees and branches approaching overhead primary, secondary and service electrical lines. The City Street Department is similarly responsible for insuring that the City's streets, alleys and walkways are clear of any trees, branches or shrubs which could obstruct the path or sight-distance of the motorist and/or pedestrian.

The City of Seward is also cognizant of the fact that trees serve an important aesthetic and energy saving purpose for the residents of the City. It is therefore necessary to establish clear and specific rules regulating how the trimming and/or removal of trees and shrubs is to be implemented when necessary.

1. NOTICES TO RESIDENTS. When it is determined that a tree or shrub requires trimming or removal, the City shall deliver or mail by means of certified mail, return receipt requested, to the owner or tenant of the abutting or affected property a notice advising him/her of the problem, the approximate location, and the suggested remedy. In addition, the notice shall advise the owner/tenant that he/she has ten (10) days in which to contact the City if questions or objections concerning the action exist; and that if no contact is made with City Personnel during this time, the City will proceed with the project as described in the notice.

The notice, as described above, shall apply to all cases, except when an emergency exists or when it is necessary to remove a tree or branches in order to restore electrical service or to open up a street blocked by a tree or branch.

2. REMOVAL OF TREES OR SHRUBS. Trees shall be taken out only if the following conditions exist:

- a. If the tree of concern is dead or affected by disease to the extent that it could not survive on a long-term basis.
- b. If the tree or shrub of concern is located in such a position that it cannot be trimmed properly to resolve the problem, without ruining its aesthetic appearance,

3. TRIMMING OF TREES OR SHRUBS. If in the opinion of City personnel it is necessary and feasible to trim a tree or shrub, trimming shall be completed in the following manner:

- a. Tree branches affecting overhead power lines shall be trimmed back from the power line a minimum of forty -eight inches (48").
- b. Tree branches nearer to a street or sidewalk than the standards set forth in section 2-1410 of the City Codes shall be trimmed back to a point which meets these standards.
- c. Wherever feasible, branches shall not be stubbed in the middle of a

branch; rather the branch shall be trimmed at that point where it joins with a greater sized branch of the trees.

4. REMOVAL OF BRANCHES. Trees, branches and shrubs taken down by the City shall be removed from the property as soon as is practical after they have been felled. In no case shall the timber be left on the property longer than five (5) working days after the trimming took place.
5. APPEAL OF CONFLICTS BETWEEN CITY PERSONNEL AND PROPERTY OWNER OR TENANT. If a property owner and/or tenant objects to the action proposed by City personnel and efforts to mutually resolve the objection between the parties involved fail, the City's Tree Board shall serve as a Hearing Board to resolve the dispute. Appeal to the Tree Board shall be made in writing to the City Clerk/Treasurer's office. When an appeal is filed, City personnel shall taken no further action to trim or remove the tree or shrub until the Tree Board has acted on the appeal. The Tree Board shall hear all appeals of this nature within thirty (30) days after it has been filed with the City Clerk/Treasurer.
6. APPLICABILITY OF TREE POLICY FOR TREES LOCATED ON PRIVATE PROPERTY AND ON PUBLIC PROPERTY. The above policies shall be applicable to trees and shrubs located on private property, as well as those located on public property, rights-of-way and easements.
7. REMOVAL OF STUMPS. If a tree must be removed, the City will be responsible for removing the stump. Stumps are generally removed once a year, usually in October or November of the year. All stumps from trees removed from the City shall be removed within one (1) year of tree removed. (Amended by Ord. No. 8-86, 6/17/86)

§2-1412 TREE BOARD; ABUSE OR MUTILATION. Unless specifically authorized by the Municipal Tree Board, no person shall intentionally damage, cut, carve, transplant or remove any Street Tree or Park Tree; attach any rope, wire, nails, advertising posters or other contrivance to such trees; allow any gaseous, liquid, or solid substance which is harmful to such trees to come in contact with them; or set fire or permit any fire to burn when such fire or the heat thereof will injure any portion of such trees. The preceding restrictions do not apply to proper planting, staking and guying practices.

§2-1413 TREE BOARD; PROTECTION OF TREES. All Street Trees or Park Trees near any excavation or construction of any building, structure or street work, shall be guarded with a substantial fence, frame or box not less than four feet high and eight feet square (8' x 8' x 4') and all construction materials, soil or other debris shall be kept outside the barrier. This shall be the responsibility of the persons or firms doing the construction work.

No person shall excavate any ditches, tunnels, trenches or lay any drive within ten feet (10') of any Street or Park Tree without first obtaining written permission from the

Municipal Tree Board.

No person shall deposit, place, store or maintain upon any public property of the Municipality, any stone, brick, sand, soil, concrete or other material which may impede the free passage of water, air and fertilizer to the roots of any Street Tree or Park Tree, except by written permission of the Municipal Tree Board.

§2-1414 TREE BOARD; REMOVAL OF STUMPS. All stumps of Street and Park Trees shall be removed below the surface of the ground so that the top of the stump shall not project above the surface of the ground.

§2-1415 TREE BOARD; REVIEW BY THE GOVERNING BODY. The City Council of the Municipality shall have the right to review the conduct, acts and decisions of the Municipal Tree Board. Any person may appeal any ruling or order of the Municipal Tree Board to the Governing Body who may hear the matter and make final decision.

§2-1416. TREE BOARD; REMOVAL OF STREET OR PARK TREES WITHOUT PERMISSION. It shall be unlawful for any person or property owner to remove any Street Tree or Park Tree for any reason without written permission of the Municipal Tree Board. Upon conviction, the penalty for said offense shall not be less than \$100.00 nor more than \$500.00.(Ord, 18-07, 8-7-2007)

Chapter 2.35

DESIGN STANDARDS FOR STREET TREES

The Department of Parks and Recreation is assigned responsibility for administration of these design standards.

Section 1. GENERAL REQUIREMENTS

The selection, planting, maintenance and removal of trees, shrubs and hedges along the public ways within the City of Lincoln substantially affect such matters as pedestrians and vehicle safety, the location and maintenance of utility services, tree maintenance costs, the incidence of tree diseases, and the general appearance of the cityscape; therefore, it is hereby found and determined that such selection, planting, maintenance and removal are matters of city-wide concern over which the city must exercise the control set forth in the following standards and specifications.

1. Street trees planted on City right-of-way (i. e. between the curb and sidewalk, behind the sidewalk, behind the curb with no sidewalk) shall generally be located as follows to avoid conflicts with traffic control signs, sight triangles, above- and below-ground utilities, and existing trees:
 - a. Street trees on corner lots shall be located 25 feet from the property corner adjacent to the street intersection.
 - b. Twenty-five (25) feet from stop signs.
 - c. Fifteen (15) feet from street light poles.
 - d. Ten (10) feet from fire hydrants.
 - e. Five (5) feet from driveways.
 - f. Five (5) feet from storm sewer inlets
 - g. Five (5) feet from manholes
 - h. Four (4) feet from water shut-off boxes
 - i. Three (3) feet from gas shut-off valves
 - j. Five (5) feet from underground utility service lines going from utility mains to homes/buildings. The location of the service lines shall be considered, for distance purposes, to be the surface of the ground above the service line.
 - k. Five (5) feet from traffic control signs
 - l. Four (4) feet from sidewalks where parking areas are greater than eight (8) feet wide.

If the street tree cannot be planted in compliance with the above requirements, an alternate location for the street tree may be approved by the Parks and Recreation Department.

Spacing between street trees to be determined by the Parks and Recreation Department.

2. Planting locations will be marked by the City. Installation of street trees shall be coordinated with the City Arborist prior to any street tree being planted.
3. The subdivider shall contact the Parks and Recreation Department Forestry Division for the species of street trees for each street.
4. All street trees, when planted, shall not be less than one inch in caliper.
5. There shall be at least one (1) street tree per lot unless the lot is less than 50 feet in width in which case the trees would be spaced for major streets according to Traffic Sight Distance Standards and Street Design Speed as follows:

Major Street Design Speed	Tree Spacing Feet
25 mph	35-40
30 mph	40-45
35 mph	45-50
40 mph	55-60
45 mph	60-70
50 mph	70-75
55 mph	80+

For non-major streets, the trees would be spaced as follows:

- a. Small Trees: Thirty (30) to thirty-five (35) feet from the nearest existing trees, public or private and spaced forty (40) feet from each other, unless otherwise approved by the City Arborist.
- b. Medium Trees: Forty (40) to forty-five (45) feet from the nearest existing trees, public or private, and spaced forty (40) to forty-five (45) feet from each other, unless otherwise approved by the City Arborist.
- c. Large Trees: Forty-Five (45) to fifty-five (55) feet from nearest existing trees, public or private, and spaced fifty (50) to fifty-five (55) feet from each other, unless otherwise approved by the City Arborist.

Corner lots shall require two or more street trees depending on the length of frontage on each street for such lots.

Lots with 100 to 150 feet of frontage shall require two (2) street trees and for each additional 50 feet of frontage one (1) additional street tree.

6. The same species of tree should not be used on streets which are generally parallel and within five (5) blocks apart, unless otherwise approved by the City Arborist.

(9-24-07)

*Design Standards for Street Trees
Chapter 2.35 -2*

7. If a species of tree has been approved on a temporary dead end street, the same species of tree should be used on the extension of the street into the new subdivision.
8. More than one species of tree may be allowed to be planted on the same street provided the designated street tree for that same street is according to the Master Street Tree Plan and other compatible species are those identified as an approved grouping of street trees from the most current approved trees for streets for Lincoln, NE.
9. In order to encourage solar access, where subdivision or community unit plans have easements, covenants, or other controlling regulatory measure to protect solar access to building envelopes then the design standards may be modified to allow approved smaller or dwarf variety trees of the same genus on the north side of east-west streets, provided however that trees of the same species be used if possible.
10. Plants shall be nursery grown, first class material, straight single stemmed and must meet the standards set forth in "American Standard for Nursery Stock" (ANSI Z60.1-2004 or most current edition) and as further specified herein. Plant Material shall be obtained from established commercial licensed nursery growers and installed by licensed nursery and/or landscape contractors.

(Resolution A-84549, September 24, 2007).

Chapter 12.20

TREES AND SHRUBBERY

Sections:

- 12.20.010 Statement of Intent.**
- 12.20.020 Master Street Tree Plan; Director Defined.**
- 12.20.021 Landscape Plantings Within the Sidewalk Space.**
- 12.20.025 Street Trees on Private Property.**
- 12.20.030 Maintenance of Street Trees.**
- 12.20.035 Maintenance of Landscape Plantings Within the Sidewalk Space.**
- 12.20.040 Application for Permit.**
- 12.20.050 Issuance of Permit; Requirements Pertaining to Planting, Maintaining, Removal, and Destruction.**
- 12.20.060 Work Ordered or Done by the City.**
- 12.20.070 Height and Spread Limitations for Landscape Plantings Within the Sidewalk Space; Special Assessment for Failure to Maintain.**

12.20.010 Statement of Intent.

The selection, planting, maintenance, and removal of trees and ornamental plantings along public ways within the City of Lincoln substantially affect such matters as pedestrian and vehicle safety, the location and maintenance of utility services, tree maintenance costs, the incidence of tree diseases, and the general appearance of the cityscape; therefore, it is hereby found and determined that such selection, planting, maintenance, and removal are matters of city-wide concern over which the city must exercise the control set forth in this chapter. (Ord. 18168 §1; April 28, 2003: P.C. §12.20.005: Ord. 10129 §1; March 22, 1971).

12.20.020 Master Street Tree Plan; Director Defined.

The Director shall prepare and maintain a "Master Street Tree Plan" for the city, showing thereon the genus, species, and variety of trees which may hereafter be planted in or upon any street, parkway, sidewalk space, or other public way within the city, and all such tree planting shall conform to such plan. A current copy of such plan shall be made available for inspection by the public at the office of the Director.

The term "Director" whenever used in this chapter shall mean the Director of Parks and Recreation of the City of Lincoln, Nebraska, or his authorized deputy, agent, or representative. (P.C. §12.20.007: Ord. 10129 §2; March 22, 1971).

12.20.021 Landscape Plantings Within the Sidewalk Space.

The space between the lot line and existing or projected curb line on each side of every street in the city (hereafter known as the sidewalk space) shall be used only for the location of approved street trees in accordance with Section 12.20.020, turf grass, shrubs, perennial and annual flowering plants, ornamental grasses, vegetable gardens, and ground covers. Shredded wood mulch may be

placed around street trees and landscape plantings within the sidewalk space. (Ord. 18168 §2; April 28, 2003).

12.20.025 Street Trees on Private Property.

The Director may, subject to approval of the Mayor, request permission to enter upon and plant one or more street trees on property adjacent to public right-of-way pursuant to an easement agreement when there is insufficient land available for the planting and proper growth of the street tree or trees in the public right-of-way. Such easement agreement shall be conditioned upon the owner of the property agreeing to assume ownership and liability for the street tree and the responsibility for its proper maintenance which shall include watering as often as required by necessity, cultivating, mulching, and trimming, or its removal if dead, dying, diseased, or hazardous.

The determination of insufficiency of available land shall be based upon existing roadway width, except in those cases where design work is underway or completed for a roadway project to be constructed within the next year, in which case the new curb location shall control. The Parks and Recreation Department shall prepare a report for the City Council detailing where trees have been planted on private property and the reasons for such plantings at the request of a City Council member. (Ord. 19819 §8; December 17, 2012; prior Ord. 17741 §1; October 9, 2000).

12.20.030 Maintenance of Street Trees.

Except as may otherwise be provided by the City Council for council-created street tree planting districts, the trimming, spraying, removing, and destroying of all trees now existing, the selecting, planting, trimming, spraying, removing, and destroying of all street trees hereafter planted in or upon any street, parkway, sidewalk space, or other public way within the city, shall be done by and at the expense of the city and at its discretion and by no other person; provided, the Director may, in accordance with the provisions of this chapter, issue a permit to any applicant therefor, allowing such person to plant, remove, or destroy any such tree. (Ord. 18168 §3; April 28, 2003; P.C. §12.20.010; Ord. 10129 §3; March 22, 1971; Ord. 3489 §30-601, as amended by Ord. 7145; May 2, 1960).

12.20.035 Maintenance of Landscape Plantings Within the Sidewalk Space.

The owner of the property abutting the sidewalk space shall be responsible for the routine care of such landscape plantings within the sidewalk space, including watering, mowing, raking and disposing of leaves, twigs, and other debris, weed control in accordance with Chapter 8.46, and the trimming and pruning of shrubs and other ornamental landscape plantings. (Ord. 18168 §4; April 28, 2003).

12.20.040 Application for Permit.

Any person desiring to plant, remove, or destroy any street tree in or upon any street, parkway, sidewalk space, or other public way within the city shall first make a written application to the Director so to do, upon forms furnished by the city. Such application shall set forth the name and address of the applicant, the name and address of the person, firm, or corporation doing the work, and such other information as the Director may require. At the time of making such application, the applicant shall agree in writing to save the city harmless and to protect the city and the public at all times in connection with such work under such permit, and to do such work in conformance with specifications set forth by the city. Also at the time of making such application, the applicant shall furnish the Director with the written consent to the issuance of such permit from

the owner of the property abutting the public property upon which such work is proposed to be done. (Ord. 18168 §5; April 28, 2003; P.C. §12.20.020: Ord. 10129 §4; March 22, 1971: Ord. 3489 §30-602, as amended by Ord. 7154; May 2, 1960).

12.20.050 Issuance of Permit; Requirements Pertaining to Planting, Maintaining, Removal, and Destruction.

After inspection of the location in question, if in his opinion it is desirable that such tree be planted, removed, or destroyed, the Director shall issue a permit therefor. Such permit shall set forth the name and address of the owner of the property abutting the public property upon which such work is to be done; the name and address of the person who will perform such work; and the location at which such work will be performed. The permittee shall furnish any such street tree to be planted. After planting, such street tree shall be and remain the property of the city, and subject to the provisions of this chapter. The cost of any such street tree and the cost of all such permitted planting, removing, and destroying shall be and remain the permittee's; provided, the Director may, in accordance with the Tree Voucher Program, issue a voucher towards the purchase of any such street tree. Such permit shall be subject to the following conditions, which shall be made a part of said permit, and failure to comply therewith shall constitute a violation of this chapter:

(a) Any street tree to be planted shall be planted at the location designated by the Director. All trees when planted shall be not less than one inch in diameter at one foot above the ground surface. No whips shall be planted;

(b) When a street tree is being removed or destroyed, the stump shall also be removed. All removed trees, including limbs and debris therefrom, shall be removed from the street, parkway, sidewalk space, or other public way within forty-eight hours after being cut, and the ground shall be raked clean of all chips, branches, and debris;

(c) When a street tree is being felled, it shall be felled away from the roadway or parallel with the roadway, when possible, and the sidewalk and street shall be guarded as to protect pedestrians and vehicles thereon;

(d) All damage to curbs, sidewalks, and other public property occurring in the performance of any such work shall be promptly and properly repaired at the permittee's expense. (Ord. 19050 §1; March 10, 2008; prior Ord. 18168 §6; April 28, 2003: Ord. 16951 §90; March 11, 1996: P.C. §12.20.030: Ord. 10129 §5; March 22, 1971: Ord. 3489 §30-603, as amended by Ord. 5893; October 25, 1954).

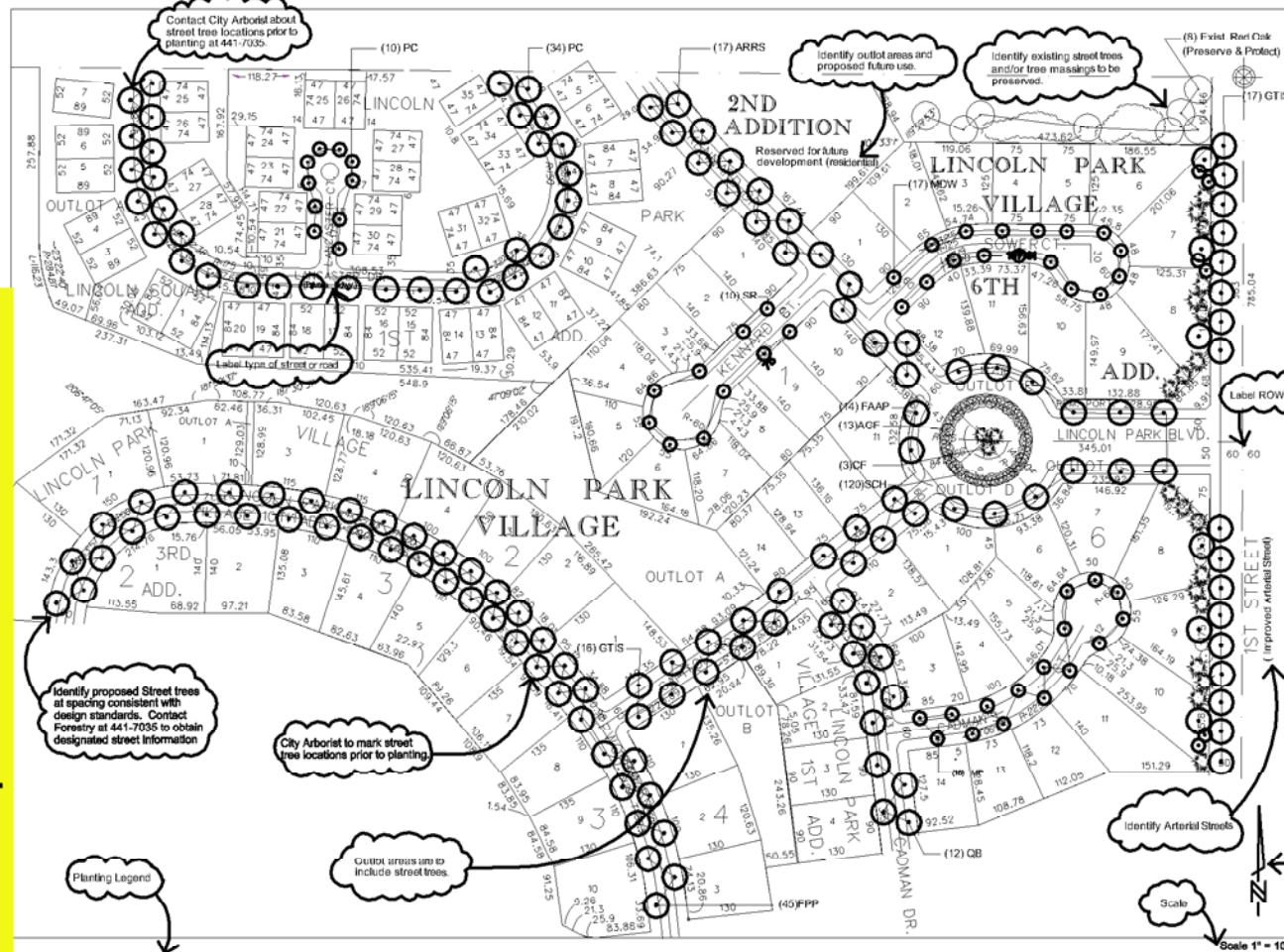
12.20.060 Work Ordered or Done by the City.

No permit shall be required for any street tree, shrub, or ornamental landscape planting, removing, or destroying ordered or done by the city; however, all such work shall be done in conformance with the requirements of subparagraphs (a), (b), (c), and (d) of Section 12.20.050 of this chapter. Further, the city may trim all trees in or upon any street, parkway, sidewalk space, or other public way so that there is a clearance of ten feet over sidewalks and fourteen feet over the portion of public streets and alleys used for vehicular traffic. (Ord. 18168 §7; April 28, 2003: Ord. 16111 §1; May 11, 1992: P.C. §12.20.035: Ord. 11310 §1; March 24, 1975: Ord. 10129 §6; March 22, 1971).

12.20.070 Height and Spread Limitations for Landscape Plantings Within the Sidewalk Space; Special Assessment for Failure to Maintain.

Shrubs, perennial and annual flowering plants, ornamental grasses, and ground covers planted within the sidewalk space, or abutting a sidewalk, shall be maintained so that they do not extend over curbs, sidewalks, driveways, or alleys. Such landscape plants located between the curb and sidewalk, or within twelve feet of the curb if no sidewalk exists, shall be maintained to have a maximum height of no more than thirty inches above the height of the adjoining curb. Landscape plants located behind the sidewalk, or beyond twelve feet from the curb if no sidewalk exists, shall be maintained to have a maximum height in conformance with the Lincoln Municipal Code. Upon the failure, neglect, or refusal of an owner of the property abutting the sidewalk space upon which landscape plants have been planted to maintain such plants in accordance with the requirements of this section, after at least five days' notice, by publication at least once in a daily newspaper of general circulation in the City of Lincoln and by postage prepaid certified mail has been given such person of such failure, neglect, or refusal, the city may treat such plants or growth thereof as weeds or worthless vegetation and forthwith trim, remove, or destroy the same. The Director shall annually prepare and file with the City Clerk a report of all such work, together with the cost thereof, done by his/her Department during the preceding twelve months. Upon receipt of such report, the City Clerk shall present it to the City Council for consideration. The City Council shall fix a time, date, and place for hearing said report, and any protests or objections thereto. The City Clerk shall cause notice of said hearing to be published once in a newspaper of general circulation in the city, and served by certified mail, postage prepaid, addressed to the owner of such abutting property as his/her name and address appears on the last equalized assessment roll of Lancaster County, Nebraska, if such so appears, or as known to the City Clerk. Such notice shall be given at least ten days prior to the date set for hearing and shall specify the day, hour, and place the Council will hear and pass upon the Director's report, together with any objection or protests which may be made thereto, and assess such abutting property with such cost. Such assessment shall be certified by the City Clerk to the appropriate taxing official for the city, and shall be collected in the manner provided by law for the collection of general real estate taxes. Such assessment shall be a lien upon such property from the date of assessment, shall become delinquent December 1 after the date of assessment, and shall draw interest from said date until paid at the same rate as provided by law for delinquent general real estate taxes. (Ord. 18168 §8; April 28, 2003: P.C. §12.20.040: Ord. 13156 §1; June 22, 1981: Ord. 10129 §7; March 22, 1971: Ord. 9079 §2; August 22, 1966: Ord. 7730 §1; May 7, 1962: Ord. 3489 §30-605, as amended by Ord. 5893; October 25, 1954).

Sample Street Tree Plan

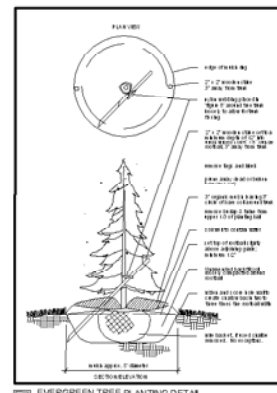
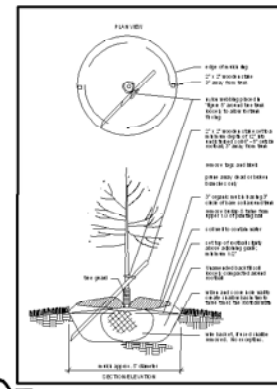


Proposed Landscape Schedule

LOCATION	COMMON NAME	BOTANICAL NAME	SYMBOL	SIZE AT PLANTING	PLANTING METHOD	DESIGN W.	DESIGN HT.	MAJOR STREET	UNIMPROVED ARTERIAL	IMPROVED ARTERIAL	LANDSCAPE SCREEN
1ST STREET	Shademaster Locust	Gleditsia triacanthos inermis 'Shademaster'	GTIS	1 1/2" CAL.	B&B	36'	45'		17		
LINCOLN PARK BLVD.	Autumn Purple Ash	Fraxinus americana 'Autumn Purple'	FAAP	1 1/2" CAL.	B&B	40'	45'	14			
CAPITOL ROAD	Shademaster Locust	Gleditsia triacanthos inermis 'Shademaster'	GTIS	1 1/2" CAL.	B&B	36'	45'	18			
CADMAN COURT	Prairiefire Crabapple	Malus 'Prairiefire'	MP	1 1/2" CAL.	B&B	18'	20'	16			
CADMAN DRIVE	Swamp White Oak	Quercus bicolor	QB	1 1/2" CAL.	B&B	45'	45'	12			
SOWER COURT	Donald Wyman Crabapple	Malus 'Donald Wyman'	MDW	1 1/2" CAL.	B&B	24'	20'	17			
KENARD DRIVE	Red Sunset Maple	Acer rubrum 'Red Sunset'	ARRS	1 1/2" CAL.	B&B	36'	45'	17			
KENARD COURT	Japanese Tree Lilac	Syringa reticulata	SR	1 1/2" CAL.	B&B	18'	15'	10			
EPWORTH ROAD	Patrons Ash	Fraxinus pennsylvanica 'Patrons'	FPP	1 1/2" CAL.	B&B	36'	45'	45			
LANCASTER DRIVE	Autumn Blaze Maple	Acer x rubrum 'Autumn Blaze'	ARAB	1 1/2" CAL.	B&B	40'	50'	34			
LANCASTER COURT	Chanticleer Pear	Pyrus 'Chanticleer'	PC	1 1/2" CAL.	B&B	15'	40'	10			
LINCOLN PARK BLVD.	Flame Amur Maple (Single Stem)	Acer glabrum 'Flame'	AGP	1 1/2" CAL.	B&B	20'	20'	13			
LINCOLN PARK BLVD.	White Fir	Concolor fir	CF	5" HT.	B&B	40'	20'	9			
LINCOLN PARK BLVD.	Hancock Coralberry	Symphoricarpos x chenaultii 'Hancock'	SCH	NO. 3 CONT.		2 1/2'	6'	120			
1ST STREET	Autumn Purple Ash	Fraxinus americana 'Autumn Purple'	FAAP	1 1/2" CAL.	B&B	40'	45'				6
1ST STREET	Colorado Green Spruce	Picea pungens	PP	1 1/2" CAL.	B&B	20'	40'				13
1ST STREET	Autumn Brilliance Serviceberry	Amelanchier 'Autumn Brilliance'	AAB	1 1/2" CAL.	B&B	18'	20'				10

General Notes:

- Pursuant to Chapter 2.35, Design Standards for Street Trees, and Section 12.20 of the Lincoln Municipal Code, street tree locations shall be marked by the City Arborist, or designee prior to planting.
- Utility locations shown are approximate. Contractor shall verify locations and depths to all utilities which exist on or near the project site. Prior to planting, the contractor shall contact Diggers Hotline at 1-800-331-5666 to have utilities marked.
- City ordinance requires that planted trees have a minimum trunk diameter of 1".
- Landscape shall be installed per Chapter 31 of City of Lincoln Standard Specifications for Municipal Construction.
- Contact the City's Forestry Department at 441-7035 for designated Street Trees as identified by the City's Master Street Tree Plan locations shall be marked by the City Arborist, or designee



Current Tree Planting Details



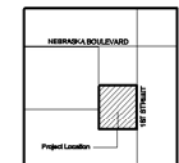
Design Firm Name & Address



Project Title

Location Map

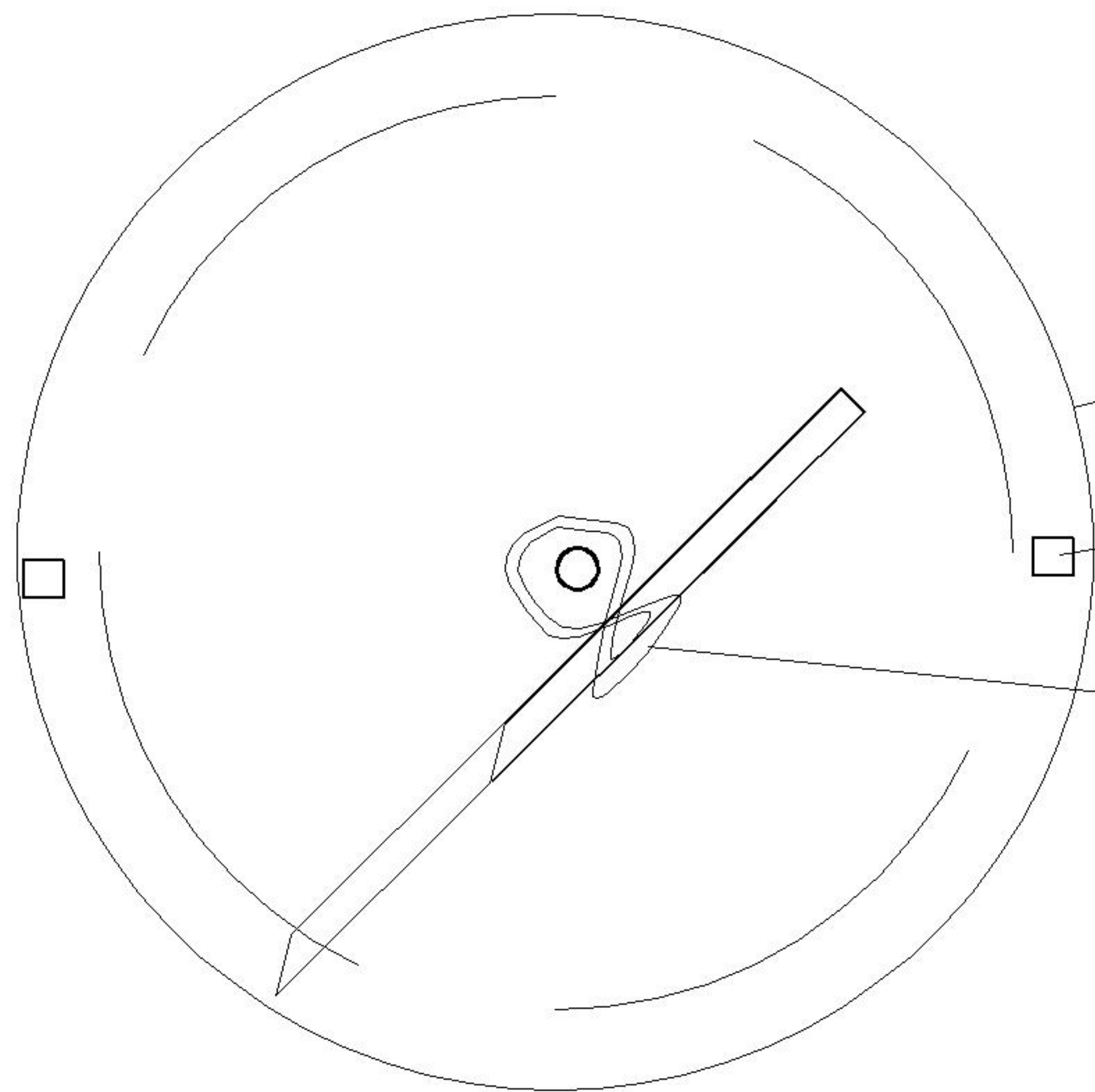
Location Map:



Landscape Plan

REVISIONS	01/12/04
DATE	01/12/04
DRAWN BY	MEC
CHECKED BY	LJ/SS
PROJECT NO.	LPV Landscape 011204
SHEET NO.	1/1

PLAN VIEW



edge of mulch ring

2" x 2" wooden stake
3" away from trunk

nylon webbing placed in
'figure 8' around tree trunk
loosely to allow for trunk
flexing

2" x 2" wooden stake set to a
minimum depth of 12" into
undisturbed soil 6" - 8" outside
rootball, 3" away from trunk

remove tags and labels

prune away dead or broken
branches only

3" organic mulch leaving 3"
circle of bare soil around trunk
remove burlap & twine from
upper 1/3 of planting ball

soil well to contain water

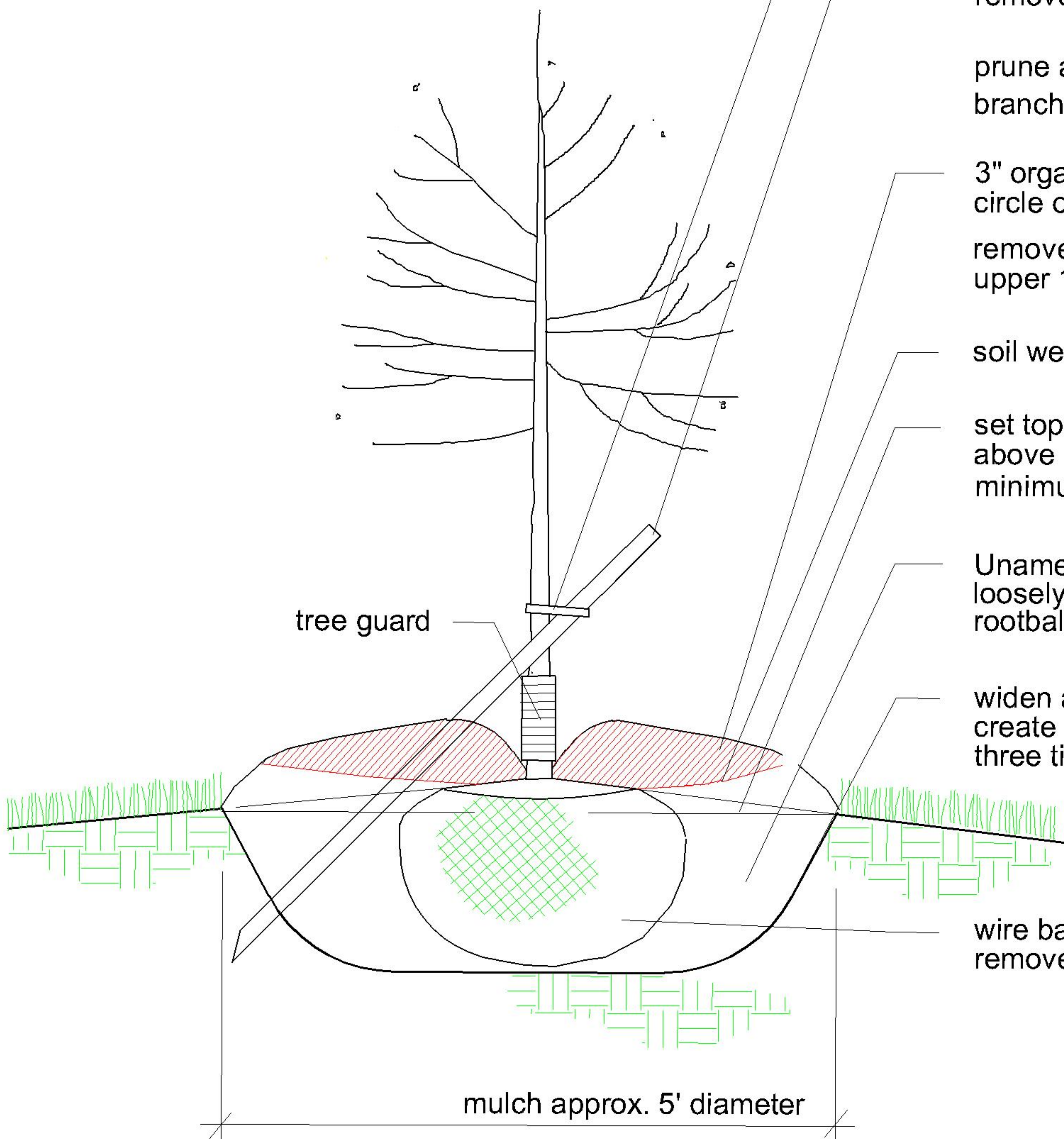
set top of rootball slightly
above adjoining grade;
minimum 1/2"

Unamended backfill soil
loosely compacted around
rootball

widen and score hole wall to
create shallow basin two to
three times the rootball width

wire basket, if used shall be
removed. No exceptions.

tree guard



SECTION/ELEVATION

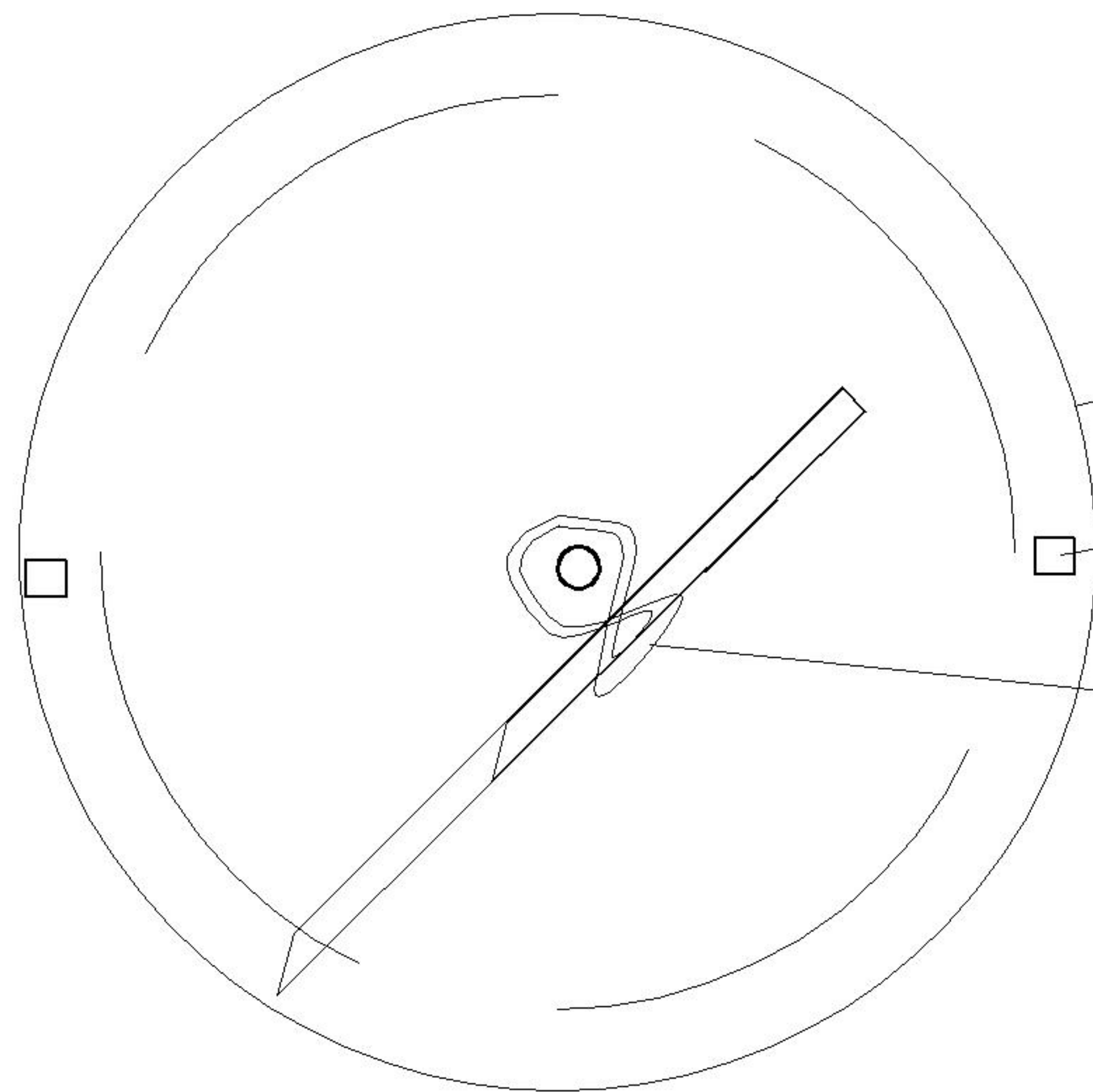
2

DECIDUOUS TREE PLANTING DETAIL FOR STREET TREES

Not to scale

Approved by the City of Lincoln Parks & Recreation Dept. 11.06.2006

PLAN VIEW



edge of mulch ring

2" x 2" wooden stake
3" away from trunk

nylon webbing placed in
'figure 8' around tree trunk
loosely to allow for trunk
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2" x 2" wooden stake set to a
minimum depth of 12" into
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branches only

3" organic mulch leaving 3"
circle of bare soil around trunk
remove burlap & twine from
upper 1/3 of planting ball

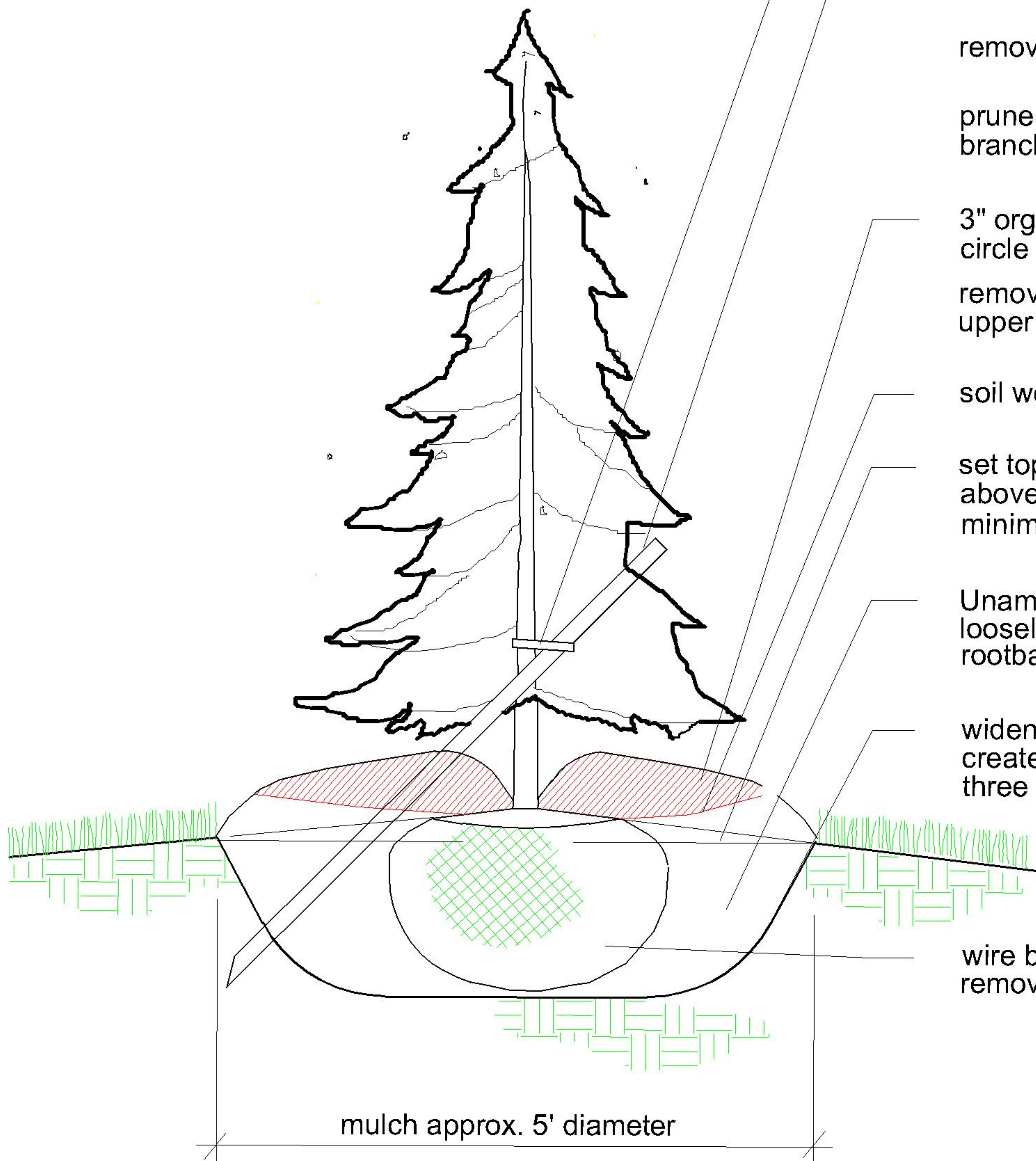
soil well to contain water

set top of rootball slightly
above adjoining grade;
minimum 1/2"

Unamended backfill soil
loosely compacted around
rootball

widen and score hole wall to
create shallow basin two to
three times the rootball width

wire basket, if used shall be
removed. No exceptions.



mulch approx. 5' diameter

SECTION/ELEVATION

2

EVERGREEN TREE PLANTING DETAIL

Not to scale

Approved by the City of Lincoln Parks & Recreation Dept. 11.06.2006

City of Seward, NE

Tuesday, May 19, 2015

Regular Session

Item G6

CONSIDERATION OF A RESOLUTION LIMITING PARKING 60 FEET FROM INTERSECTION ON STREETS INTERSECTING WITH HILLCREST DR TO INCLUDE KOLTERMAN ST, FAIRLANE AVE, PLAINVIEW AVE, SUNRISE DR, AND EASTRIDGE DR - John Hughes

Administrative Report: Following a request made by Jonathan Lobmeyer and discussion at the May 5, 2015 City Council meeting, City Council directed staff draft a resolution limiting parking 100' back on one side of the streets intersecting with Hillcrest Dr. from Columbia Ave. to Eastridge Drive. Staff is recommending limiting parking on one side 60 feet from intersection, which allows the stacking of 4 vehicles at the intersection. Staff feels 100 feet is excessive and interferes with driveways. Following discussion, a motion to adopt the Resolution would be in order.

Staff Contact:

RESOLUTION NO.

WHEREAS, Section 5-422 of the City Code of the City of Seward, Nebraska provides that the City may, by Resolution, prohibit or fix the time for parking or stopping of vehicles on any street or streets as may designated in such resolution, and

WHEREAS, it is deemed necessary to prohibit or fix the time for parking and stopping of vehicles on portions of streets as hereinafter designated in the City of Seward, Nebraska.

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

1. No vehicles shall be parked or permitted to stand or stop, whether attended or unattended at any time during the day or night on the following describe areas or portions of streets, to-wit:

- a. The west side of Kolterman Street beginning 23 feet North of the west turn lane on Hillcrest Drive, thence north 60 feet;
- b. The west side of Fairlane Avenue beginning 23 feet North of the west turn lane on Hillcrest Drive, thence north 60 feet;
- c. The west side of Plainview Avenue beginning 23 feet North of the west turn lane on Hillcrest Drive, thence north 60 feet;
- d. The west side of Sunrise Drive beginning 23 feet North of the west turn lane on Hillcrest Drive, thence north 60 feet;
- e. The west side of Eastridge Drive beginning 23 feet North of the west turn lane on Hillcrest Drive, thence north 60 feet;

2. All previous resolutions in conflict with this resolution as they relate of the above described area or portion of street are hereby revoked.

3. Appropriate signs or markings shall be placed limiting and prohibiting parking at appropriate locations in accordance with this resolution.

The Mayor declared the resolution adopted.

Dated: May 19, 2015

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

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

(SEAL)

City of Seward, NE

Tuesday, May 19, 2015

Regular Session

Item G7

CONSIDERATION OF A RESOLUTION APPROVING CLOSING HIGHWAY 15 AND THE NORTH LANE OF HWY 34 FOR THE FOURTH OF JULY FESTIVITIES- John Hughes

Consideration of Approval of a Parade Permit for July 4, Closing Highway 15 at the Intersection of Seward Street and Highway 15 and Closure of the North Lane of Highway 34 Between 4th and 6th Streets

Staff Contact:

City of
SEWARD

P.O. Box 38 • 537 Main Street
Seward, Nebraska 68434
Phone 402-643-2928
Fax 402-643-6491

PUBLIC REQUEST FOR COUNCIL AGENDA ITEM OR ADMINISTRATIVE ACTION

DATE: 5/13/2015
NAME: Sharon Hambek
ADDRESS: 775 Cory Drive, Seward, NE
EMAIL ADDRESS: _____ TELEPHONE NO. _____

EXPLANATION OF REQUEST:

Request resolution approving closure of the North lane of Hwy 34 from 4th to 6th Street from 5:00 a.m. to 7:00 p.m. on July 4, 2015 to accommodate the craft fair and foot traffic for the Independence Day celebration.

ACTION REQUESTED:

Approve street closure as requested and approve parade permit

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

Sharon Hambek
(Signature of requester)

SHARON HAMBEEK
(Print Name)

Council meetings are held on the 1st & 3rd 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: B. Russell Date: 5/13/15
(City employee)

APPLICATION FOR PARADE, MARCH OR SPECIAL EVENT PERMIT

IF THIS PARADE, MARCH OR SPECIAL EVENT WILL INVOLVE THE TEMPORARY USE OF ANY PORTION OF THE STATE HIGHWAY SYSTEM, FORMAL ACTION BY THE CITY COUNCIL IS REQUIRED AND THE CITY IS REQUIRED TO PROVIDE 30 DAYS NOTICE TO THE STATE OF NEBRASKA. THE COUNCIL MEETS THE 1ST & 3RD TUESDAYS OF EVERY MONTH AND AGENDA REQUESTS MUST BE RECEIVED BY NOON ON THE WEDNESDAY PRIOR TO THE NEXT COUNCIL MEETING AND MUST INCLUDE A COPY OF THE INSURANCE POLICY FROM THE SPONSORING ORGANIZATION.

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

SPONSORING ORGANIZATION: Seward Fourth of July

DATE: July 4, 2015 TIME: 4pm start / 2pm lineup

APPROXIMATE DURATION: 2-4 hrs

ROUTE: 1st & Bradford to Seward Street, Seward Street to Hughes Brothers

We also agree to, and understand the terms of City Code, 5-704 & 5-705, and have filed a certificate of liability insurance with the City (copy attached), with sufficient personal sureties as a condition to the granting of such permit, conditioned to indemnify the City for any loss, damage or liability incurred or caused by the conduct of such parade or march.

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

SUBMITTED BY: Tonia Nantkas [Signature]
(Print Name) (Signature)

P.O. Box 68 Utica, NE 68456
(Address: City, State, Zip Code)

2102-641-8912 nantkas@windstream.net
(Phone Number) (Print - Email Address)

APPROVAL OF APPLICATION
(FOR OFFICE USE ONLY)

Mayor
ATTEST:

Chief of Police

Administrator Assistant/
Clerk-Treasurer

Date Approved

Date submitted to State of Nebraska: _____
(attach copy of Council action)

RESOLUTION NO.

WHEREAS, the City of Seward's Annual FOURTH OF JULY CELEBRATION is scheduled for July 4, 2015; and

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

WHEREAS, it is necessary to close the north lane of Highway 34 between 4th & 6th Streets from 5:00 a.m. to 7:00 p.m. for the festivities to be held on the Courthouse square; and

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

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

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

The Assistant Administrator/Clerk-Treasurer/Budget & Human Resource Director is hereby authorized to forward this resolution to the State of Nebraska Department of Roads for the closing of Highway 34 between 4th & 6th Streets from 5:00 a.m. to 7:00 p.m.; and the intersection of Highway 15 and Seward Street from 3:30 p.m. to 7:00 p.m. for the festivities to be held on the Fourth of July in Seward, Nebraska.

The Mayor declared the resolution adopted.

Dated: May 19, 2015

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

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

(SEAL)

City of Seward, NE

Tuesday, May 19, 2015

Regular Session

Item G8

CAPITAL PROJECTS UPDATE - John Hughes

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

Staff Contact:

City Project Report 05/19/2015

1. Administration –
 - a) Working with vender on Code codification process
 - b) Budget Process
 - c) Wage/Benefit Comparability
 - d) New TIF Application
2. CIP Projects –
 - a) Walking Trail finalizing trail alignment
 - b) Great Plains Build out in progress
3. Building & Planning Department –
 - a) Plan Review County Justice Center
 - b) CIP Info for 205/2016
 - c) Surplus Property list for Auction
4. Street Department –
 - a) Assist on Cedar & Jackson Street projects
 - b) Street repair on East Seward St.
5. Electric Department –
 - a) Working on 3 phase projects scheduled for replacement
 - b) New transformer bank at new Big Cob location
 - c) Work on Pool lighting
6. Water & Waste Water Department –
 - a) Pool repairs
 - b) Repairs on UV lights
7. Park & Rec Department –
 - a) High School Baseball District Tournaments at Plum Creek Park

City of Seward, NE

Tuesday, May 19, 2015

Regular Session

Item G9

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, May 19, 2015

Regular Session

Item G10

ANNOUNCEMENT OF UPCOMING EVENTS - Mayor Eickmeier

July 4th Celebration

Staff Contact:

City of Seward, NE
Tuesday, May 19, 2015
Regular Session

Item G11

MOTION TO ADJOURN

Staff Contact: