



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

Tuesday, October 20, 2020

7:00 PM

**East & West Basement of the Seward
Civic Center**

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, October 20, 2020, in the Council Chambers, 142 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

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

ROLL CALL

MINUTES

1. Draft Minutes of October 6, 2020- City Clerk Otte

October 6, 2020

The Seward City Council met at 7:00 p.m. on Tuesday, October 6, 2020, with Mayor Joshua Eickmeier presiding and Assistant Administrator /Clerk-Treasurer /Budget & Human Resources Director Bonnie Otte recording the proceedings. Upon roll call, the following Councilmembers were present: Jonathon Wilken, Ellen Beck, Sid Kamprath, Jessica Kolterman, Karl Miller, John Singleton, Chris Schmit, Alyssa Hendrix. Absent: None. Other officials present: City Administrator Greg Butcher and City Attorney Kelly Hoffschneider.

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

THE PLEDGE OF ALLEGIANCE

Mayor Eickmeier announced that a copy of the Agenda for this meeting is posted in the room of the Civic Center and copies are available 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 SEPTEMBER 15, 2020 COUNCIL MEETING

Councilmember Singleton moved, seconded by Councilmember Miller, that the minutes of the September 15, 2020 City Council meeting be approved.

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

1-3. CONSENT AGENDA CONSIDERATION ITEMS

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

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

CLAIMS LIST
10-6-20
COUNCIL MEETING

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

911 Custom	Un	1,648.00
A R S L	Trng	50.00

October 6, 2020

ADT Cybersecurity	Su	774.38
AKRS Equipment	Su, Re	1,298.34
All Road Barricades Inc	Su	293.18
Amazon.Com Credit Service	Su, Eq, Misc	4,748.95
Anderson Auto Group	Eq	30,756.00
Apex Industrial Solutions	Op	591.54
Arps	Su	460.25
Baker & Taylor	Su	4,138.31
Bizco Technologies	Se	6,413.54
Blackstrap Inc	Ma	3,187.80
Blue Cross Blue Shield Ne	Ins	49,823.30
Blue River Electric LLC	Se	2,216.27
Bluestem Network LLC	Se	100.00
Border States Industries	Re, Tools	4,756.74
Campbell Cleaning	Bu	125.00
Capital Business-Dallas	Ma	351.00
Carroll Construction Supp	Ma	110.00
Cash-Wa Distributing Co	Su	51.90
Center Point Large Print	Su	80.00
Central Pump & Motor LLC	Op, Ma	2,089.42
Chase Card Service		7,034.30
Amazon.com	Su, Eq	231.11
EZFlexSportsMats	Eq	254.00
AmazonMktp	Su, Eq	889.57
Amazon Prime	Dues	13.90
Interstate Industrial	Su	115.16
Walmart	Su, Eq	500.83
USPS	Su	5.90
The Fort	Un	-85.79
Samsclub.com	Su	567.16
Best Buy	Eq	171.59
Vermeer High Plains	Re	120.63
Total Tool Supply	Tools	153.48
Utica Parts & Services	Re	19.52
Online Covers Direct	Ma	209.40
EIG*Constant Contact	Se	20.00
Bluebeam	Se	798.00
Intl Code Council	Trng	102.25
Home Depot	Su	110.86
Menards	Tools	138.89
Talech	Se	134.00
Harbor Freight Tools	Tools, Su	180.20
Runza	Meals	170.86
OfficeSupply.com	Su	122.14
HyVee	Su	25.00
Lou & MaryAnnes Bar	Meals	157.50
Valentinos	Ex	172.34
Zoom.Us	Se	16.03
Uline*Ship Supplies	Eq	1,629.24
Robert Brooke & Assoc	Re	90.53
City Seward Buildings/Gr	Op	3,000.00
City Seward Electric Fund	Ut	42,522.56
City Seward General Fund	Franchise Fees, Engineer	417,700.40
City Seward Library Petty	Su	240.56
City Seward Merchant Serv	Se	2,930.65
City Seward Payroll Accou	Payroll	148,660.15
Cornerstone Interiors & D	Bu	3,868.70
Demco Inc	Su	1,867.77
Dutton-Lainson Co	Re, Ci	7,729.84
Eakes Office Solutions	Su	123.31
Ecolab	Bu, Su	283.60
Emergency Medical Product	Su	1,335.18

October 6, 2020

Faller Landscape	Gu	2,740.59
Fastenal Company	Su	890.48
Galls LLC	Un, Eq	248.80
Gehring Construction	Ci	111,656.89
General Excavating	Ci	123,584.30
Gerhold Concrete Co Inc	Ci, Re	3,846.45
Great Plains Communication	Se	586.00
H & S Plumbing Heating &	Bu	3,549.77
Hamilton Equipment Company	Re	1,119.39
Hawkins Inc	Su	342.42
Helmlink Printing/Grph Inc	Su	192.00
Heyen's Service & Custom	Re	36.95
Hireright LLC	Se	172.01
Holland Construction	Bu	705.00
Husker Electric Supply Co	Re, Tools, Inv	3,867.10
Hydraulic Equipment Servi	Ma	4,844.19
IOT Integrators LLC	Se	585.75
J E O Consulting Group Inc	Se	2,561.25
Jackson Services Inc	Su	140.32
Johnson Bros Of Nebraska	Su	900.00
K & Z Distributing	Su	148.60
Last Mile Network Consult	Se	75.30
Lee's Refrigeration	Re	390.46
Leon Uniform Co	Un	235.07
Lincoln Winwater Works	Ci, Re	12,308.35
Mailand's Clothing	Un	115.00
Matheson Tri-Gas Inc	Su	209.45
Memorial Health-Drug	Se	136.00
Menards North	Bu, Su	647.24
Metering & Technology Sol	Inv	7,826.04
Meyer Automotive	Re	644.12
Mid-American Benefits Inc	Ins	2,976.06
Midwest Auto Parts	ER	77.97
Midwest Automotive	Re, Ma	2,680.20
Midwest Turf & Irrigation	Re	38.43
Miller Seed Co	Gu	680.00
Municipal Supply Omaha	Inv, Ci, Re	9,042.60
Murphy Tractor & Equip	Re	34,274.17
N S A/P O A N Conference	Trng	165.00
Nebraska D A S Acct OCIO	Sse	231.00
Nebraska Equipment Inc	Re, Ma	1,678.60
Nebraska Golf Association	Trng	22.00
Nebraska Health Environme	Se	361.00
Nebraska Liquor Control	Ex	45.00
Nebraska Nursery & Landsc	Trng	45.00
Nebraska Pub Pow-Desmoine	Ut	591,694.93
Nebraska Revenue	Misc	25.00
Nebraska Rural Water Asso	Trng	75.00
Nebraska Treasurer	Fees	54.90
Nifco Mechanical Systems	Se	200.00
Odvodny Marlene	Refnd	72.00
Olsson	Se	15,253.98
Omaha World Herald	Ex	977.82
One Source Background Check	Se	57.00
O'Reilly Automotive Inc	Re, Ma	248.40
Orscheln Farm & Home	Su, Re, Bu	1,008.05
Outback Fence Co LLC	Ci	10,532.50
Pac 'N' Save Discount Food	Meals	2,196.00
Pacific Coast Laboratories	Eq	476.06
Page My Cell	Se	500.00
Pitney Bowes Inc	Su	113.04
Principal Financial Group	Su	1,957.08

October 6, 2020

Quality Brands Of Lincoln	Su	483.85
Quill Corp	Su	205.88
R & J Service	Re	270.00
Rathjen Shad	Un	266.39
Regulatory Software Serv	Su	948.00
Sack Lumber Company	Bu	198.47
Sam's Club (Lib-Rec-Pool)	Su	312.74
Schemmer Architects Engin	Ci, Se	24,681.66
Seward County Chamber & D	Ex	1,100.00
Seward County Clerk/Reg D	Su, Se	138.00
Seward County Independent	Ex	432.00
Seward County Treasurer	Se	37,385.00
Seward Family Pharmacy	Su	570.00
Seward Public Schools	Fines	135.85
Short Elliott Hendrickson	Se, Ci	8,942.63
Slack Christopher	Incentive	900.00
Sleuth Systems	Se	324.00
Smith Michael	Ex	331.00
Spickelmier & Son Inc	Se	4,425.00
Sports Express	Un, Su	2,031.85
State Distributing Co	Su	120.00
Stryker Sales Corp	Re, Eq	17,280.56
The Nation	Su	10.00
Time Warner Cable	Se	735.53
Titan Machinery	Su	168.95
U S Cellular	Se	258.70
Verizon Wireless	Se	393.79
Visa - Pinnacle Bank		1,393.49
Walmart	Su, Bu, Eq	368.71
Harlequinn	Su	75.05
GoDaddy.com	Se	105.85
Bluestem Network	Se	100.00
Zoom.us	Se	16.03
Amazon.com	Su, Eq, Misc	206.68
Amazon Mktp	Su	499.17
Amazon Magazine	Su	22.00
Wesco Distribution Inc	Ma, Op	9,678.15
York County Emergency M	Su	6.40
Zimco Supply Co	Su, Re	3,735.11
CLAIMS TOTAL		<u>\$1,832,288.02</u>

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

CONFIRMATION OF MAYOR APPOINTMENTS

Councilmember Schmit moved, seconded by Councilmember Wilken that Mayor Eickmeier's appointment of Kevin Sagehorn to the LB840 Sales Tax Application Review Board for Economic Development for the remainder of a 3-Yr term (replace Jessica Kolterman) be confirmed.

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

PUBLIC HEARINGS

1. PUBLIC HEARING - 7:00 PM - PRESENTATION AND DISCUSSION OF FUNCTIONING AND PROGRESS OF THE SEWARD ECONOMIC DEVELOPMENT PLAN

City Administrator Butcher presented the Citizen's Advisory Review

October 6, 2020

Committee for the LB 840 Economic Development Plan semi-annual review report. He stated the Committee met on September 16, 2020 to review the functioning and progress of the Plan. They reviewed the general ledger and cash flows. The Committee deems the Economic Development Plan is operating as intended, conforming to state statute and all transactions listed in the financial reports appeared to be appropriate. There were no concerns or comments.

Mayor Eickmeier opened the public hearing. Hearing no public comments, Mayor Eickmeier closed the public hearing.

Councilmember Schmit moved, seconded by Councilmember Kolterman, that the Citizens Advisory Review Committee for the LB 840 Economic Development Plan Semi-Annual Review Report dated September 16, 2020, be accepted.

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

**Mayor Eickmeier rearranged the order of the agenda moving item #2, per request of City Administrator Butcher.

3. PUBLIC HEARING - 7:00 PM - ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD; REZONE CERTAIN PROPERTY WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD FROM AG AGRICULTURAL DISTRICT, TO R-2 URBAN RESIDENTIAL MODERATE-DENSITY DISTRICT (SOUTH OF BLUFF ROAD AND EAST OF CONCORDIA UNIVERSITY)

Building/Zoning & Code Enforcement Director Dworak stated the City received a Rezone application from Adam Greenquist to change the current zoning from AG (Agriculture) to R-2 (Urban Residential Moderate-Density District) for purposes of reducing the setbacks required for structures in order for him to construct a garage on his property. The property is located south of Bluff Road and East of Concordia University. The subject property is located in an Agricultural District (AG) and involves only the one (1) lot. The current property is located outside the city limits of the City of Seward but is within the Extra Territorial Jurisdiction (ETJ) of the City of Seward. To the Northwest of this property are a number of residences and land that is currently zoned R-2 that are also outside the city limits of the City of Seward but are not connected to the property in review. The current setback requirements of the City of Seward Uniform Land Development Ordinance (ULDO) for Rural Residential (RR) and Agricultural Districts (AG) are set at 25 ft. for side yards and typical of lots outside the city limits. By changing the zoning to R-2 the side setbacks would be reduced to 7.5 ft.

Mr. Dworak stated that Tom Gee, adjacent property owner to Mr. Greenquist, is in favor of Mr. Greenquist's rezoning request, being the only other property currently zoned AG in this area. Mr. Dworak added that since receiving Mr. Greenquist's rezoning request, the City has received an application from Mr. Gee to rezone his property to R-2.

Mayor Eickmeier opened the public hearing. With no public comments, Mayor Eickmeier closed the public hearing.

Ordinance No. 2020-23 amending the official zoning map of the City of Seward, rezoning property South of Bluff Road and East of Concordia University from AG Agricultural District to R-2 Urban Residential Moderate-Density District was adopted.

4. PUBLIC HEARING - 7:00 PM - DISCUSSION ON TEXT AMENDMENT TO THE CITY OF SEWARD UNIFIED LAND DEVELOPMENT ORDINANCE; ARTICLE 40 CIRCULATION SYSTEM DESIGN, 410-40.5, TABLES

October 6, 2020

City Engineer Oneby presented proposed changes to the Unified Land Development Ordinance (ULDO) for consistency in cartpath (street) widths, based on different types of streets (arterial, connector, cul-de-sac, etc.) and areas they serve (residential, commercial, rural, urban). He stated the proposed changes provide clarity for future development. He stated the proposal changes approximately 10-15% of the current ordinance. He stated that if the City Council approves of the proposed changes, an ordinance will be prepared for adoption of the changes at a future meeting.

There was some discussion about some current residential street widths and the difficulty of emergency vehicles traversing them when vehicles are parked on the street. Mayor Eickmeier stated the City can control street parking and if there are areas of concern, they can be addressed.

Mayor Eickmeier opened the public hearing. Hearing no public comment, Mayor Eickmeier closed the public hearing. No formal action was taken.

2. PUBLIC HEARING - 7:00 PM - MAJOR SUBDIVISION AGREEMENT AMENDMENT FOR TWIN OAKS DEVELOPMENT 7TH ADDITION

Building/Zoning & Code Enforcement Director Tim Dworak stated the Twin Oaks Development 7th Addition developer (Roger Lindner) wishes to amend the Sub-Division Agreement with relation to the street widths within the development. Currently the agreement calls for Spruce and Walnut streets to be built as gravel to a width of 28 ft. for access. Later when the City paves Pine Street is paved, the Developer would be responsible to concrete pave both Spruce and Walnut to a width of 32 ft. The City of Seward Unified Land Development Ordinance (ULDO) for Street Design calls out 32 ft. cartway width for Industrial and Commercial Uses.

Mr. Dworak stated that the developer wishes to satisfy the cost of this obligation now. His proposal is to gravel the 28' width and then buy out the difference of cost between the 28' and 32'.

Mr. Lindner pays the City \$228,000 for future improvements required when Pine Street is paved. The City credits Mr. Lindner the sum of \$10,000 to increase the width of gravel surface course from 28 ft. to 32 ft. The City credits Lindner the sum of \$20,000 to increase the depth of gravel surface course from 2" to 6".

Mr. Dworak stated the Planning Commission recommends to require the developer to gravel to the 32' width and pay out the City at \$228,000 and credit of \$30,000 for a net of \$198,000, subject to the assertions for building the roads per the amended agreement.

Mayor Eickmeier opened the public hearing.

Jake Vasa, SEH, speaking on behalf of the developer, stated the developer agrees with the recommendation by the Planning Commission and wishes to get the obligation paid now.

Mayor Eickmeier closed the public hearing.

Councilmember Hendrix moved, seconded by Councilmember Singleton, that the amended major subdivision agreement for Twin Oaks Development 7th Addition be approved.

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

ADMINISTRATIVE ITEMS

October 6, 2020

1. ORDINANCE AMENDING THE MUNICIPAL CODE; INITIATING AN ELECTRIC RATE ADJUSTMENT INCREASING TOTAL SYSTEM REVENUES BY 3.0%, EFFECTIVE WITH THE OCTOBER 2020 BILLING (SECOND READING)

Ordinance No. 2020-19 amending the municipal code, initiating an electric rate adjustment increasing total system revenues by 3.0%, effective with the October 2020 billing, was read on second reading.

Councilmember Singleton opposed increasing the utility rates stating the increases make it difficult for people's affordability, especially if they have a mortgage obligation.

Councilmember Schmit stated the utility rate increases were proposed during budget discussion and prior to budget adoption. Revenues were built into the budget based on the proposed increases. He stated there may need to be deeper discussion earlier in the year, other than at time of budget adoption, so the Council has a deeper understanding of what financial obligations are required to keep the utilities operating.

Several Council members expressed interest in participating in discussion and a deeper understanding of the operations and the financial needs of the utilities as early as six months prior to budget discussion.

Councilmember Beck moved, seconded by Councilmember Kolterman that the statutory rule requiring the reading of Ordinance 2020-19 by title on three different days be dispensed with. The roll was called on the adoption of said motion, and the Councilmembers present voted as follows:

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

The ordinance will be heard on third and final reading on October 20, 2020.

2. ORDINANCE AMENDING THE MUNICIPAL CODE; INITIATING A SEWER RATE ADJUSTMENT INCREASING TOTAL SYSTEM REVENUES BY 3.0%, EFFECTIVE WITH THE OCTOBER 2020 BILLING (SECOND READING)

Ordinance No. 2020-20 amending the municipal code, initiating a sewer rate adjustment increasing total system revenues by 3.0%, effective with the October 2020 billing, was read on second reading.

Councilmember Schmit moved, seconded by Councilmember Kolterman that the statutory rule requiring the reading of Ordinance 2020-20 by title on three different days be dispensed with. The roll was called on the adoption of said motion, and the Councilmembers present voted as follows:

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

The ordinance will be heard on third and final reading on October 20, 2020.

3. ORDINANCE DIRECTING THE CONVEYANCE OF REAL PROPERTY, LEGALLY DESCRIBED AS LOT 1, BLOCK B, REPLAT OF BLOCKS 2 AND 3, SEWARD RAIL CAMPUS PUD ORIGINAL ADDITION FINAL PLAT AND A PORTION OF THE SE ¼ OF THE SE ¼ OF SECTION 29-T11N-R3E, CITY OF SEWARD, SEWARD COUNTY, NEBRASKA, TO IHC PROPERTIES, INC.

City Administrator Butcher stated IHC Properties, LLC has offered to purchase a property in the Seward Rail Campus with an option to purchase the

October 6, 2020

property directly to the south. He stated the company plans to build a commercial spec building designed to attract multiple industrial/office type businesses, i.e. HVAC, plumbing, etc.

Ordinance No. 2020-24 directing the conveyance of real property, legally described as Lot 1, Block B, Replat of Blocks 2 and 3, Seward Rail Campus PUD Original Addition Final Plat and a Portion of SE ¼ of the SE 1.4 of Section 29-T11N-R3E, City of Seward to IHC Properties, Inc. was adopted.

Councilmember Beck moved, seconded by Councilmember Singleton, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and approving: **Ordinance No. 2020-23**, "AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO R-2 URBAN RESIDENTIAL MODERATE-DENSITY DISTRICT; SPECIFICALLY, TRACTS OF LAND SOUTH OF BLUFF ROAD AND EAST OF CONCORDIA COLLEGE; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT"; and, **Ordinance No. 2020-24**, "AN ORDINANCE TO DIRECT THE CONVEYANCE OF REAL PROPERTY TO IHC PROPERTIES, LLC; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT", be preserved and kept in a separate and distinct volume known as "Ordinance Record, City of Seward, Nebraska", and that said separate and distinct volume be incorporated in and made a part of these proceedings and the same as though it were spread at large herein.

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

4. RESOLUTION AUTHORIZING MAYOR EICKMEIER TO SIGN THE ANNUAL CERTIFICATION OF COMPLIANCE TO THE NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS

Councilmember Schmit introduced the following resolution:

RESOLUTION NO. 2020-38

SIGNING OF THE
MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM
2020

WHEREAS: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520 (2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards;

WHEREAS: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body of the municipality authorizing the signing of the certification form.

Be it resolved that the Mayor of City of Seward is hereby authorized to sign the attached Municipal Annual Certification of Program Compliance form.

Councilmember Wilken moved, seconded by Councilmember Kamprath that the resolution be adopted.

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

October 6, 2020

Adopted this 6th day of October, 2020 at Seward, Nebraska.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

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

(SEAL)

5. AWARD BIDS FOR CITY OF SEWARD ELECTRIC AND WATER ADVANCED METERING INFRASTRUCTURE (AMI) METERING SYSTEMS

City Administrator Butcher presented the bids received for the City of Seward Electric and Water Advanced Metering Infrastructure (AMI) Systems. He stated Olsson assisted in the bid preparation and selection process. Five bids were received with variation between water only, water and/or electric, or combined systems. The City is recommending proceeding with awarding separate metering systems for water and electric utilities.

Mr. Butcher stated the City currently uses an Aclara system and awarding the bid to Aclara will allow the City to slowly transition from their existing NPPD system to a City managed protocol. The City looked at contracting out the meter replacement; however, it was not cost-effective. City staff will perform the changeout/installation of the system.

Mr. Butcher added that since the City's existing water meters/radio end points are provided by Badger, and a new drive-by system was recently purchased and implemented, it is recommended that the City remain with Badger. In the end, the radio system will operate through a cellular signal. These radio endpoints will be installed by the City staff over a 2-3 year period.

Councilmember Kamprath moved, seconded by Councilmember Beck, that the bid for the electric AMI Metering System be awarded to Aclara in the amount of \$838,505.24.

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

Councilmember Schmit moved, seconded by Councilmember Kolterman, that the bid for the water AMI Metering System be awarded to Metering and Technology Solutions (Badger) in the amount of \$629,555.

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

6. AGREEMENT WITH AMGL, CPA TO CONDUCT THE CITY'S ANNUAL AUDIT

Councilmember Kolterman moved, seconded by Councilmember Wilken, that the agreement with AMGL, CPA to conduct the City's annual audit be approved.

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

October 6, 2020

7. CHANGE ORDER #2 FOR THE WAVERLY ROAD IMPROVEMENT PROJECT

Councilmember Schmit moved, seconded by Councilmember Kolterman, that Change Order #2 for the Waverly Road Improvement Project be approved.

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

REPORTS

1. CITY ADMINISTRATOR'S REPORT

Councilmember Singleton moved, seconded by Councilmember Kamprath, that City Administrator Butcher's report of October 6, 2020 be accepted.

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

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

Councilmember Kamprath requested that with the Karol Kay project moving forward, the City consider discussing options with the Eastridge Homeowners Association for some type of natural buffer to lessen the bearing of the project street lights upon the neighborhood.

ANNOUNCEMENT OF UPCOMING EVENTS

STRATEGY SESSION

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

At 8:30 p.m., Councilmember Kolterman moved, seconded by Councilmember Kamprath, that the Council enter into closed session with the Mayor, City Administrator, and City Attorney, for the protection of the public interest and to discuss the Commercial Rail Campus Development Area real estate interests and to provide the City Attorney with negotiating guidance, for a period not to exceed 30 minutes.

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

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

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

At 8:38 p.m., the closed session ended and the following Councilmembers reconvened to regular session: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix. Absent: None.

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

MOTION TO ADJOURN

October 6, 2020

Councilmember Singleton moved, seconded by Councilmember Beck, that the October 6, 2020 City Council Meeting be adjourned.

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

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

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

DRAFT

CONSENT AGENDA

1. Claims & Payables Reports

CLAIMS LIST
10-20-20

COUNCIL MEETING

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

AKRS Equipment	Re, Su	535.03
Altec Industries Inc	Re	144.08
Applied Concepts Inc	Su	132.00
Baker & Taylor	Su	834.41
Baldinger Charlotte	Mi	19.55
Bishop Michael	Ex	90.00
Bizco Technologies	Se	4,878.78
Blackburn Manufacturing Co	Re	531.57
Black Hills Energy	Ut	458.76
Blades Group	Ma	992.00
Bode, Adam	Ex	90.00
Border States Industries	Re, Inv	29,693.49
Brandl John	Ex	90.00
Brunckhorst Kent	Ex	90.00
Campbell Cleaning	Se	975.00
Chelewski Kent	Ex	90.00
Cihal Alan F	Ex	90.00
City Seward Library Petty	Su	116.20
City Seward Merchant Serv	Ex	2,516.02
City Seward Payroll Accou	Payroll	147,358.25
City Seward Perpetual Fd	Perpetual Care	900.00
Conner Steve	Ma, Ci	5,815.00
Constellation Newenergy	Ut	36.54
Core & Main LP	Re	1,427.65
Core Robert	Ex	90.00
Dodds Chad	Ex	90.00
Dutton-Lainson Co	Re	101.32
Dworak Tim	Ex	90.00
E M C Insurance Companies	Ins	500.00
Eakes Office Solutions	Su	112.94
Ehlers Electronics	Bu	34.00
Elliott Equipment Co	Ma	89.17
Farmers Coop Seward	Su, Re	3,313.80
Fast Mart	Su	14.79
Fastenal Company	Su	951.90
Fisher Zachary G	Ex	90.00
Galls Llc	Un	457.30
General Fire & Safety Eq	Bu	120.00
Gerhold Concrete Co Inc	Ma	92.00
Gleason Logan	Ex	90.00
Gworks	Se	8,112.00
Hamilton Equipment Company	Re, Eq	33,359.85
Hans Jared	Ex	90.00
Hansen Dan	Ex	90.00
Hawkins Inc	Su	366.98
Herald Cody	Ex	90.00
Herpolsheimer's Inc	Re	387.24
Hobson Automotive & Tire	Re	117.00
Hochstein Jared	Ex	90.00
Hoffschneider Law Pc LLO	Se, Su	5,986.90

Home Depot Pro	Su	79.44
Hornung's Golf Products I	Su	53.14
Husker Electric Supply Co	Re, Inv	1,504.58
Hydraulic Equipment Serv	Re	360.21
J E O Consulting Group In	Se	123.75
Jackson Services Inc	Su	175.40
Janicek Gary M	Ex	90.00
Jones Bank	Eq	17,395.78
Jp Morgan Chase	Eq	140,280.00
Kahler Daniel S	Ex	90.00
Kocian Tyler	Ex	90.00
Konica Minolta Business S	Su	21.10
Last Mile Network Consult	Se	90.00
Lee's Refrigeration	Bu, Ci, Re	15,779.50
Liermann's Service	Eq	5,996.00
Lincoln Winwater Works	Re	2,486.46
Logan Contractors Supply	Re, Ma	3,414.20
M C 2 Inc	Re	734.21
Memorial Health Care Syst	Eq	188.09
Menards North	Bu, Gu	288.57
Metering & Technology Sol	Inv	182.91
Mid-American Benefits Inc	Ins	987.21
Midwest Auto Parts	Re	221.61
Midwest Laboratories Inc	Se	799.17
Midwest Service & Sales	Ci	1,800.00
Midwest Turf & Irrigation	Re	356.34
Miers Robert M	Ex	90.00
Miller Seed Co	Gu	129.65
Motorola Solutions Inc	Eq	3,821.65
Mustang Graphics	Sign	32.00
N M C Exchange Inc	Re	168.00
Nebraska Equipment Inc	Eq	25.18
Nebraska Municipal Power	Se	12,870.00
Nebraska Safety Council	Trng, Dues	812.00
Niemann's Port-A-Pot LLC	Ma, Ex	415.00
Norris Public Power Distr	Ut	3,707.93
Oborny Tanner	Ex	90.00
Odeys Inc	Re	106.30
O'Keefe Elevator Co Inc	Ma	188.00
O'Kief John F	Un, Ex	285.12
Olsson	Se	3,869.42
One Call Concepts Inc	Se	107.98
One Source Background Check	Se	39.50
Oneby Michael	Ex	90.00
O'Reilly Automotive Inc	Re	47.84
Orscheln Farm & Home	Bu, Su, Gu	498.14
Pac 'N' Save Discount Foo	Bu, Su, Se, Ma, Re	723.69
Paper Tiger Shredding	Se	30.00
Pecka Brook	Ex	90.00
Pedersen Brent	Ex	90.00
Policky Brandon A	Ex	90.00
Pollak Cody	Ex	90.00
Pollak Douglas W	Ex	90.00
Precision Tool & Machine	Su	28.00
Public Agency Training Co	Trng	150.00
Quality Brands Of Lincoln	Su	563.30
Rathjen Shad	Ex	90.00
Regulatory Compliance Ser	Se	395.00
Richtig Tim L	Ex	90.00
Ruether Larry L	Ex	90.00

Sam's Club (Lib-Rec-Pool)	Bu	99.16
Seward County 911	Se	55.00
Seward County Chamber & D	Annual Support	69,525.00
Seward County Clerk/Reg D	Su	1.00
Seward County Independent	Se, Su	384.83
Seward County Treasurer	Se	19,217.13
Seward Lumber & Home Cent	Gu, Re, Su, Bu	933.81
Seward Public Schools	Fines	70.00
Seward Wind Llc	Ut	38,815.98
Skarshaug Testing Laboraty	Se	1,001.63
Small Engine Specialists	Re	69.32
Smith Michael	Ex	90.00
Spickelmier & Son Inc	Se	4,676.00
St Louis Michelle	Ex	90.00
Suhr & Lichty Insurance A	Ins	398,494.00
Total Fire & Security Inc	Se	245.00
Uribe Refuse Services Inc	Se	10,002.67
Verizon Wireless	Se	268.98
Wall Street Journal	Su	971.78
Watson Wendell B	Ex	90.00
Wesco Distribution Inc	Su	2,760.60
Windstream Nebraska Inc	Se	1,855.68
York County Emergency M	Su	3.20
Zee Medical Service Inc	Su	26.95
	CLAIMS TOTAL	<u>\$1,026,170.61</u>

2. City Treasurer Report

Pledges By Pledgee And Maturity

BBA

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 9/30/2020

Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	803765BN5	AFS	SARPY SAN 208-REF NE 23 08/15/23 10/15/21 @ 100.00	2.15		115,000.00 100.00%	115,000.00	115,000.00	117,251.70
COMM: COMMERCE BANK	406036HY2	AFS	HALL CO SCH DIST NE 27 12/15/27 12/23/21 @ 100.00	3.00		250,000.00 100.00%	250,000.00	250,000.00	258,702.50
COMM: COMMERCE BANK	818483EP0	AFS	SEWARD-REF-ELEC REV NE 22 02/15/22	2.20		105,000.00 100.00%	105,000.00	105,000.00	105,134.40
COMM: COMMERCE BANK	803770SC1	AFS	SARPY CO SD #37-B-REF NE 31 06/15/31 06/15/22 @ 100.00	3.00	AA-	250,000.00 100.00%	250,000.00	250,000.00	262,155.00
COMM: COMMERCE BANK	25931PAU9	AFS	DOUGLAS SD #15-BLDG NE 22 12/15/22	1.75		210,000.00 100.00%	210,000.00	210,000.00	211,400.70
COMM: COMMERCE BANK	45289MGF9	AFS	IMPERIAL-REF NE 22 12/15/22	1.45		190,000.00 100.00%	190,000.00	190,000.00	191,278.70
COMM: COMMERCE BANK	079212T63	AFS	BELLEVUE-TAX ANTIC NE 24 06/01/24	2.35		100,000.00 100.00%	100,000.00	100,000.00	100,149.00
COMM: COMMERCE BANK	810183AZ6	AFS	SCOTTS BLUFF SD #32 NE 24 06/15/24	2.50		250,000.00 100.00%	250,000.00	250,000.00	250,410.00
COMM: COMMERCE BANK	919558KE5	AFS	VLY CO-REF NE 24 12/15/24	2.65		200,000.00 100.00%	200,000.00	200,000.00	200,338.00
COMM: COMMERCE BANK	256449BC2	AFS	DODGE SD #595-QSCB NE 25 12/15/25	6.00		300,000.00 100.00%	300,000.00	300,000.00	301,119.00
COMM: COMMERCE BANK	412606CP8	AFS	HARLAN CNTY-REF NE 26 06/01/26	1.75		200,000.00 100.00%	200,000.00	200,000.00	201,428.00
COMM: COMMERCE BANK	943776JA3	AFS	WAVERLY-REF NE 26 06/15/26	2.25		200,000.00 100.00%	200,000.00	200,000.00	201,284.00
COMM: COMMERCE BANK	148006EZ8	AFS	CASS CO SD #1 NE 26 12/15/26	2.35		200,000.00 100.00%	200,000.00	200,000.00	201,694.00

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Pledges By Pledgee And Maturity

BBA

Jones Bank - Seward, NE

Page 11 of 31

Pledged To: CITY TREASURER

As Of 9/30/2020

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
COMM: COMMERCE BANK	123825FJ5	AFS	BUTLER PWR DT-A-REF NE 27 06/15/27		2.50		195,000.00 100.00%	195,000.00	195,000.00	196,443.00
COMM: COMMERCE BANK	557354DY0	AFS	MADISON CO SD #5-REF NE 27 12/15/27		2.25		245,000.00 100.00%	245,000.00	245,000.00	247,045.75
COMM: COMMERCE BANK	68905WEF5	AFS	OTOE CO SD #501-BLDG NE 27 12/15/27		2.00	A1	250,000.00 100.00%	250,000.00	250,000.00	252,470.00
COMM: COMMERCE BANK	661615SQ8	AFS	N PLATTE-REF NE 28 06/01/28		2.60		200,000.00 100.00%	200,000.00	200,000.00	201,670.00
COMM: COMMERCE BANK	840372RA6	AFS	S SIOUX CITY UTIL-A NE 28 06/01/28		2.50		250,000.00 100.00%	250,000.00	250,000.00	251,937.50
COMM: COMMERCE BANK	25933AFG6	AFS	DOUGLAS SID #492-REF NE 28 08/15/28		3.20		175,000.00 100.00%	175,000.00	175,000.00	180,498.50
COMM: COMMERCE BANK	80373YCT1	AFS	SARPY CO SID #158-REF NE 29 11/15/29		3.10		155,000.00 100.00%	155,000.00	155,000.00	159,521.35
COMM: COMMERCE BANK	361091BE0	AFS	FURNAS CO SD #18 NE 29 12/15/29		3.15	A2	250,000.00 100.00%	250,000.00	250,000.00	255,475.00
COMM: COMMERCE BANK	486841DW6	AFS	KEARNEY CO SD #503 NE 29 12/15/29		3.00	A+	250,000.00 100.00%	250,000.00	250,515.06	256,925.00
COMM: COMMERCE BANK	123825GB1	AFS	BUTLER PWR DIST-B NE 30 08/15/30		2.90		200,000.00 100.00%	200,000.00	200,302.16	201,508.00
COMM: COMMERCE BANK	48689DX92	AFS	KEARNEY NE 30 10/15/30		2.60	A+	150,000.00 100.00%	150,000.00	150,000.00	153,156.00
COMM: COMMERCE BANK	0792124W3	AFS	BELLEVUE-REF NE 30 12/15/30		3.10		250,000.00 100.00%	250,000.00	250,000.00	259,897.50
COMM: COMMERCE BANK	751265RA9	AFS	RALSTON-VEHICLE NE 32 06/01/32		3.70		300,000.00 100.00%	300,000.00	300,000.00	300,384.00

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Pledges By Pledgee And Maturity

BBA

Page 12 of 31

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 9/30/2020

Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	661615UB8	AFS	N PLATTE-REF NE 32 12/15/32	3.00	A-	200,000.00 100.00%	200,000.00	201,151.30	209,412.00
COMM: COMMERCE BANK	79517YAR6	AFS	SALINE CO EDL-A-REF NE 33 02/15/33	3.30	A	350,000.00 100.00%	350,000.00	334,415.40	347,154.50
COMM: COMMERCE BANK	698864HR9	AFS	PAPILLION MUNI FACS NE 33 12/15/33	3.00	Aa1	175,000.00 100.00%	175,000.00	178,171.28	184,115.75
COMM: COMMERCE BANK	80449PEB7	AFS	SAUNDERS SD #9-REF NE 33 12/15/33	3.35		400,000.00 100.00%	400,000.00	395,184.03	400,364.00
COMM: COMMERCE BANK	818468BN9	AFS	SEWARD-REF NE 33 12/15/33	2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	410,432.00
COMM: COMMERCE BANK	943776KA1	AFS	WAVERLY NE 34 06/01/34	2.95		335,000.00 100.00%	335,000.00	335,000.00	347,143.75
COMM: COMMERCE BANK	25928KCK5	AFS	DOUGLAS SAN #466-REF NE 34 09/15/34	3.20		175,000.00 100.00%	175,000.00	175,000.00	176,219.75
COMM: COMMERCE BANK	25930PDA1	AFS	DOUGLAS SID #477-REF NE 34 09/15/34	4.00		150,000.00 100.00%	150,000.00	150,000.00	154,087.50
COMM: COMMERCE BANK	122861JN8	AFS	BURT CO PUB PWR-A-REF NE 31 07/01/36	3.50		350,000.00 100.00%	350,000.00	350,000.00	353,020.50
COMM: COMMERCE BANK	25936FAU6	AFS	DOUGLAS SANTN #513 NE 36 08/15/36	3.65		225,000.00 100.00%	225,000.00	225,000.00	226,300.50
COMM: COMMERCE BANK	80378EDN2	AFS	SARPY SID #263-REF NE 36 09/15/36	3.80		260,000.00 100.00%	260,000.00	260,000.00	269,136.40
COMM: COMMERCE BANK	306584AT0	AFS	FALLS CO UTL REV-REF NE 36 12/15/36	3.25		180,000.00 100.00%	180,000.00	177,854.72	180,712.80
COMM: COMMERCE BANK	31418CGF5	AFS	FNMA 20YR 02/01/37	3.00		1,000,000.00 100.00%	1,000,000.00	612,003.38	634,893.11

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Pledges By Pledgee And Maturity

Pledged To: CITY TREASURER

As Of 9/30/2020

Jones Bank - Seward, NE

BBA

Page 13 of 31

Receipt# Safekeeping Location	CUSIP Location	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value	
							Original Face	Par		
COMM: COMMERCE BANK	80379KCR9	AFS SARPY CO SID #272 NE 37 12/15/37		4.25		200,000.00 100.00%	200,000.00	200,000.00	205,176.00	
COMM: COMMERCE BANK	25932EDK2	AFS DOUGLAS CO SID #438 NE 38 08/15/38		4.20		250,000.00 100.00%	250,000.00	250,000.00	265,027.50	
COMM: COMMERCE BANK	25930LDG7	AFS DOUGLAS CO NE SID#530 NE 40 09/15/40		3.00		150,000.00 100.00%	150,000.00	150,000.00	152,637.00	
COMM: COMMERCE BANK	25933EEG9	AFS DOUGLAS CO SAN & IMPT NE 4C 11/15/40		3.15		190,000.00 100.00%	190,000.00	190,000.00	192,762.60	
COMM: COMMERCE BANK	164543BF6	AFS CHERRY CO NE 40 12/15/40		3.00	Aa3	200,000.00 100.00%	200,000.00	206,956.73	210,146.00	
COMM: COMMERCE BANK	3136A3E64	AFS FNR 2012-9 YC 11/25/41		2.00		2,250,000.00 100.00%	2,250,000.00	599,945.27	617,218.17	
COMM: COMMERCE BANK	3137BMSR8	AFS FHR 4548 GB 07/15/42		3.00		1,100,000.00 100.00%	1,100,000.00	329,389.43	336,658.03	
COMM: COMMERCE BANK	3136ARSY5	AFS FNR 2016-8 EH 08/25/42		4.00		1,000,000.00 100.00%	1,000,000.00	300,477.52	311,162.98	
47 Securities Pledged To: 1010 - CITY TREASURER							14,980,000.00	11,463,066.55	11,461,399.61	11,703,057.44

CASH IN BANK \$10,482,841.68

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

Pledged Securities Detail
September 30, 2020

H231
Page 1 of 61

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			
									Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value	
PLEDGEE: CITY OF SEWARD (02)												
CMO	3137AREZ5		1.750	177007034-1		6/15/2027	3,800,000.00	3,800,000.00	576,150.34	591,847.45	591,847.45	
FHR	FHR 4066 MH					6/1/2012		100.00%	586,500.22	840.22	592,687.67	
D02/02						AFS						
CMO	3137AUF53		1.500	185156912-1		10/15/2041	1,000,000.00	1,000,000.00	237,879.43	241,526.38	241,526.38	
FHR	FHR 4107 HE					9/1/2012		100.00%	230,513.94	297.35	241,823.73	
D02/02						AFS						
CMO	3137AWU78		1.250	185157011-1		12/15/2027	1,500,000.00	1,500,000.00	191,461.37	189,460.54	189,460.54	
FHR	FHR 4145 AC					12/1/2012		100.00%	189,755.07	199.44	189,659.98	
D02/02						AFS						
CMO	3137B0NV2		1.500	185157163-1		9/15/2025	2,000,000.00	2,000,000.00	211,500.10	213,852.02	213,852.02	
FHR	FHR 4176 EC					3/1/2013		100.00%	210,259.67	264.38	214,116.40	
D02/02						AFS						
GNMA	36176W2B6		4.000	185168920-1		12/15/2026	560,000.00	560,000.00	71,421.24	76,904.00	76,904.00	
GNMA	GNMA POOL 778670					12/1/2011		100.00%	74,134.06	238.07	77,142.07	
D02/02						AFS						
GNMA	36202ERL5		5.000	185171012-1		3/20/2023	500,000.00	500,000.00	13,010.79	13,493.00	13,493.00	
GNM2	GNMA2 POOL 4091					3/1/2008		100.00%	13,255.54	54.21	13,547.21	
D02/02						AFS						
GNMA	3620A9QG9		3.500	185171527-1		9/15/2024	750,000.00	750,000.00	57,618.74	60,397.42	60,397.42	
GNMA	GNMA POOL 723255					9/1/2009		100.00%	59,276.94	168.05	60,565.47	
D02/02						AFS						
GNMA	3620ARB59		3.500	185171588-1		5/15/2025	1,000,000.00	1,000,000.00	100,792.40	106,741.65	106,741.65	
GNMA	GNMA POOL 737260					5/1/2010		100.00%	102,809.73	293.98	107,035.63	
D02/02						AFS						
GNMA	36241KJN9		5.500	185173887-1		12/20/2020	750,000.00	750,000.00	13.28	13.33	13.33	
GNM2	GNMA2 POOL 782069					3/1/2006		100.00%	13.31	0.06	13.39	
D02/02						AFS						
MBS	3128MEHL8		5.000	185145155-1		11/1/2024	557,000.00	557,000.00	2,609.95	2,682.58	2,682.58	
FGLM	FHLMC POOL G15435					5/1/2015		100.00%	2,678.12	10.87	2,693.45	
D02/02						AFS						

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

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

Pledged Securities Detail
September 30, 2020

H231
Page 2 of 61

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Par Value	Carrying Value	Market Value
MBS	3128MMLQ4	4.500			185145399-1		12/1/2024	1,015,000.00	1,015,000.00	33,617.56	35,433.16	35,433.16
FGLM	FHLMC POOL G18334						12/1/2009	33,617.56	100.00%	34,353.30	126.07	35,559.23
D02/02							AFS					
MBS	3128FNBR8	4.000			185147186-1		7/1/2024	1,300,000.00	1,300,000.00	42,397.72	44,811.53	44,811.53
FGLM	FHLMC POOL J09948						6/1/2009	42,397.72	100.00%	43,641.51	141.33	44,952.86
D02/02							AFS					
MBS	3128PQ4E8	4.500			185147195-1		2/1/2025	1,200,000.00	1,200,000.00	50,063.34	52,837.58	52,837.58
FGLM	FHLMC POOL J11721						2/1/2010	50,063.34	100.00%	51,921.89	187.74	53,025.32
D02/02							AFS					
MBS	3128PVN22	3.000			185147378-1		6/1/2021	285,000.00	285,000.00	3,588.58	3,785.29	3,785.29
FGLM	FHLMC POOL J15809						6/1/2011	3,588.58	100.00%	3,601.96	8.97	3,794.26
D02/02							AFS					
MBS	3128Q0GL5	4.000			185147609-1		5/1/2027	425,000.00	425,000.00	57,596.53	61,367.20	61,367.20
FGLM	FHLMC POOL J19203						5/1/2012	57,596.53	100.00%	60,286.34	191.99	61,559.19
D02/02							AFS					
MBS	31294MML2	3.000			185147907-1		3/1/2022	1,000,000.00	1,000,000.00	21,361.52	22,533.91	22,533.91
FGLM	FHLMC POOL E03063						3/1/2012	21,361.52	100.00%	21,537.32	53.40	22,587.31
D02/02							AFS					
MBS	31335HUG6	6.000			185150272-1		10/1/2022	700,000.00	700,000.00	1,652.01	1,811.65	1,811.65
FGLM	FHLMC POOL C90583						10/1/2002	1,652.01	100.00%	1,655.68	8.26	1,819.91
D02/02							AFS					
MBS	31355HYR8	5.500			185150298-1		10/1/2023	3,250,000.00	3,250,000.00	37,847.52	40,429.91	40,429.91
FGLM	FHLMC POOL C90720						10/1/2003	37,847.52	100.00%	39,045.27	173.47	40,603.38
D02/02							AFS					
MBS	31371LOY8	5.000			185155978-1		6/1/2024	500,000.00	500,000.00	7,299.61	8,033.88	8,033.88
FNMA	FNMA POOL 255271						5/1/2004	7,299.61	100.00%	7,269.45	30.42	8,064.30
D02/02							AFS					
MBS	31371NJQ9	6.500			185156082-1		8/1/2022	1,100,000.00	1,100,000.00	11,480.06	11,886.27	11,886.27
FNMA	FNMA POOL 256871						7/1/2007	11,480.06	100.00%	11,755.86	62.18	11,948.45
D02/02							AFS					
MBS	31375HAP9	3.859			185156211-1		2/1/2026	1,000,000.00	1,000,000.00	1,243.26	1,282.87	1,282.87
FNMV	FNMA ARM POOL 334914						1/1/1996	1,243.26	100.00%	1,247.76	4.00	1,286.87
D02/02							AFS					

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

Pledged Securities Detail
September 30, 2020

H231
Page 3 of 61

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS	3138AMK38	4.500			185159473-1		7/1/2026	500,000.00	500,000.00	66,415.87	70,624.88	70,624.88
FNMA	FNMA POOL A17513						7/1/2011	66,415.87	100.00%	68,918.20	249.06	70,873.94
D02/02							AFS					
MBS	3138EJLQ9	4.000			185159924-1		7/1/2027	443,000.00	443,000.00	71,061.25	76,291.07	76,291.07
FNMA	FNMA POOL AL2134						7/1/2012	71,061.25	100.00%	73,965.52	236.87	76,527.94
D02/02							AFS					
MBS	3138EKRM9	3.500			185160071-1		2/1/2028	500,000.00	500,000.00	93,199.91	99,337.13	99,337.13
FNMA	FNMA POOL AL3191						2/1/2013	93,199.91	100.00%	96,845.26	271.83	99,608.96
D02/02							AFS					
MBS	3138EKVV4	2.500			185160087-1		4/1/2023	525,000.00	525,000.00	43,854.01	44,847.14	44,847.14
FNMA	FNMA POOL AL3327						3/1/2013	43,854.01	100.00%	44,099.99	91.36	44,938.50
D02/02							AFS					
MBS	3138ELYF4	4.000			185160221-1		10/1/2028	1,000,000.00	1,000,000.00	177,107.75	191,224.99	191,224.99
FNMA	FNMA POOL AL4309						10/1/2013	177,107.75	100.00%	184,687.18	590.36	191,815.35
D02/02							AFS					
MBS	3138EMCY5	4.000			185160242-1		2/1/2027	575,000.00	575,000.00	87,052.46	92,638.69	92,638.69
FNMA	FNMA POOL AL4586						12/1/2013	87,052.46	100.00%	90,841.76	290.17	92,928.86
D02/02							AFS					
MBS	3138WDU82	3.000			175000698-1		1/1/2030	1,160,000.00	1,160,000.00	359,150.49	379,081.98	379,081.98
FNMA	FNMA POOL AS4206						12/1/2014	359,150.49	100.00%	379,174.26	897.88	379,979.86
D02/02							AFS					
MBS	31407T2J8	5.000			185163606-1		10/1/2020	545,000.00	545,000.00	73.87	73.95	73.95
FNMA	FNMA POOL 840577						10/1/2005	73.87	100.00%	73.87	0.31	74.26
D02/02							AFS					
MBS	3140J5EA3	2.500			185164038-1		12/1/2029	300,000.00	300,000.00	117,023.62	122,063.16	122,063.16
FNMA	FNMA POOL BM1028						3/1/2017	117,023.62	100.00%	117,525.57	243.80	122,306.96
D02/02							AFS					
MBS	31410KAW4	4.000			185164389-1		3/1/2023	2,050,000.00	2,050,000.00	16,219.91	16,373.01	16,373.01
FNMA	FNMA POOL 889321						3/1/2008	16,219.91	100.00%	16,509.55	54.07	16,427.08
D02/02							AFS					
MBS	31412P2K6	4.500			185164602-1		7/1/2024	2,900,000.00	2,900,000.00	69,893.80	73,636.51	73,636.51
FNMA	FNMA POOL 931478						6/1/2009	69,893.80	100.00%	72,038.27	262.10	73,898.61
D02/02							AFS					

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

Pledged Securities Detail
September 30, 2020

H231
Page 4 of 61

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Market Value Collateral Value
								Par Value Book Value	Carrying Value Interest Rec	
MBS FNMA D02/02	31417SAL4 FNMA POOL AC5410	4.500	185165282-1		10/1/2024 10/1/2009 AFS	2,040,000.00 110,880.20	2,040,000.00 100.00%	110,880.20 114,651.53	116,704.27 415.80	116,704.27 117,120.07
MBS FNMA D02/02	31418AAC2 FNMA POOL MA0902	3.000	185165786-1		11/1/2026 10/1/2011 AFS	1,000,000.00 75,797.29	1,000,000.00 100.00%	75,797.29 76,785.07	79,145.60 189.49	79,145.60 79,335.09
MBS FNMA D02/02	31418AKN7 FNMA POOL MA1200	3.000	177011537-1		10/1/2032 9/1/2012 AFS	800,000.00 246,363.17	800,000.00 100.00%	246,363.17 261,637.12	261,628.75 615.91	261,628.75 262,244.66
MBS FNMA D02/02	31418AQY7 FNMA POOL MA1370	2.500	185166318-1		3/1/2023 2/1/2013 AFS	500,000.00 42,619.12	500,000.00 100.00%	42,619.12 42,887.69	43,618.09 88.79	43,618.09 43,706.88
MBS FNMA D02/02	31418AYS1 FNMA POOL MA1620	2.500	185166625-1		10/1/2023 9/1/2013 AFS	587,000.00 72,416.73	587,000.00 100.00%	72,416.73 72,952.08	72,037.49 150.87	72,037.49 72,188.36
MUNI REV D02/02	123825GA3 BUTLER NE PUB PWR DIST ELEC SY	2.750	185139632-1	Contin 5/1/2021	8/15/2029 5/12/2016 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	151,158.00 527.08	151,158.00 151,685.08
MUNI REV D02/02	231868NU0 CUSTER NE PUBLIC PWR DIST	2.550	185142176-1	Contin 10/1/2020	12/1/2023 8/27/2015 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	100,181.00 850.00	100,181.00 101,031.00
MUNI REV D02/02	239421JU0 DAWSON NEB PUB PWR DIST REV	2.750	185142338-1	Contin 10/1/2020	9/15/2027 9/17/2015 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 99,060.21	100,140.00 122.22	100,140.00 100,262.22
MUNI GO D02/02	25928FBA9 DOUGLAS CNTY NE SAN & IMPT	3.150	185142823-1	Contin 1/15/2021	7/15/2026 1/15/2016 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	100,894.00 665.00	100,894.00 101,559.00
MUNI GO D02/02	259290EB6 DOUGLAS CNTY NE SAN & IMPT DIS	3.100	185142828-1	Contin 6/15/2021	8/15/2030 6/15/2016 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	151,134.00 594.17	151,134.00 151,728.17
MUNI GO D02/02	259292CS7 DOUGLAS CNTY SAN IMPT DIST 427	2.700	185142831-1	Contin 11/15/2022	11/15/2026 11/15/2017 AFS	280,000.00 280,000.00	280,000.00 100.00%	280,000.00 280,000.00	280,996.80 2,856.00	280,996.80 283,852.80

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

Pledged Securities Detail
September 30, 2020

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	Ticket-#	State	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			Market Value Collateral Value
										Par Value Book Value	Carrying Value Interest Rec	Carrying Value Collateral Value	
MUNI GO D02/02	25930HAU8 DOUGLAS CNTY NE SAN & IMPT DIS		2.400	185142850-1	NE	Contin 10/1/2020 100.000	3/15/2022 3/15/2015 AFS	75,000.00 75,000.00	75,000.00 100.00%	75,000.00 75,000.00	75,074.25 80.00	75,074.25 75,154.25	
MUNI GO D02/02	25930PCG9 DOUGLAS CNTY NE SAN & IMPT		2.900	185142854-1	NE	Contin 11/15/2021 100.000	11/15/2028 11/15/2016 AFS	80,000.00 80,000.00	80,000.00 100.00%	80,000.00 80,000.00	81,044.80 876.44	81,044.80 81,921.24	
MUNI GO D02/02	25930TBJ6 DOUGLAS CNTY NEB SANI & #421		2.900	184003054-1	NE	Cont 5/15/2025 100.000	11/15/2036 5/19/2020 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	52,096.50 531.67	52,096.50 52,628.17	
MUNI GO D02/02	25930VCD3 DOUGLAS CNTY NE SAN & IMPT		2.550	185142857-1	NE	Contin 3/1/2021 100.000	2/15/2024 3/1/2016 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	50,332.00 162.92	50,332.00 50,494.92	
MUNI GO D02/02	25931FCK1 DOUGLAS CNTY NE SAN & IMPT		3.000	185142860-1	NE	Contin 9/15/2021 100.000	9/15/2031 9/15/2016 AFS	240,000.00 240,000.00	240,000.00 100.00%	240,000.00 240,000.00	242,107.20 320.00	242,107.20 242,427.20	
MUNI GO D02/02	25931KAV8 DOUGLAS CNTY NE SAN & IMPT		2.600	185142861-1	NE	Contin 10/1/2020 100.000	5/15/2023 5/15/2015 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	100,129.00 982.22	100,129.00 101,111.22	
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	185142862-1	NE	Contin 11/15/2021 100.000	11/15/2028 11/15/2016 AFS	170,000.00 170,000.00	170,000.00 100.00%	170,000.00 170,000.00	171,955.00 1,734.00	171,955.00 173,689.00	
MUNI GO D02/02	25931MBX9 DOUGLAS CNTY NE SAN & IMPT		3.100	185142863-1	NE	Contin 7/15/2021 100.000	10/15/2029 7/15/2016 AFS	140,000.00 140,000.00	140,000.00 100.00%	140,000.00 140,000.00	141,250.20 2,001.22	141,250.20 143,251.42	
MUNI GO D02/02	25931QBD4 DOUGLAS CNTY NE SAN & IMPT		3.200	185142864-1	NE	Contin 12/1/2020 100.000	11/1/2026 12/1/2015 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	100,353.00 1,333.33	100,353.00 101,686.33	
MUNI GO D02/02	25931VBA9 DOUGLAS CNTY NE SA & IMPT DIST		3.050	185142865-1	NE	Contin 5/15/2021 100.000	11/15/2029 5/15/2016 AFS	135,000.00 135,000.00	135,000.00 100.00%	135,000.00 135,000.00	135,966.60 1,555.50	135,966.60 137,522.10	
MUNI GO D02/02	25931VBN1 DOUGLAS CNTY NE SAN & IMPT		3.500	185142866-1	NE	Contin 7/15/2022 100.000	8/15/2032 7/27/2017 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	50,141.00 223.61	50,141.00 50,364.61	

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

Pledged Securities Detail
September 30, 2020

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/Pl	CUSIP Description S&P	Moody	Rate	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Book Value	Par Value	Carrying Value
MUNI GO D02/02	25933BE6 DOUGLAS CNTY NEB SAN & IMPT DI		3.000	NE	184003099-1	Cont 5/15/2025 100.000	11/15/2035 5/19/2020 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	153,859.50 1,650.00	153,859.50 155,509.50
MUNI GO D02/02	25934ACJ2 DOUGLAS CNTY NE SAN & IMPT		3.100	NE	185142882-1	Cont 7/15/2021 100.000	12/15/2030 7/15/2016 AFS	120,000.00 120,000.00	120,000.00 100.00%	120,000.00 120,000.00	120,938.40 1,095.33	120,938.40 122,033.73
MUNI GO D02/02	25934QDB3 DOUGLAS CNTY NE SAN & IMPT		2.000	NE	185142887-1	Cont 10/1/2020 100.000	10/1/2021 10/1/2016 AFS	80,000.00 80,000.00	80,000.00 100.00%	80,000.00 80,000.00	80,615.20 800.00	80,615.20 81,415.20
MUNI GO D02/02	406036HN6 HALL CNTY NE SCD #2 GRAND IS		2.400	NE	185176896-1	Cont 10/1/2020 100.000	12/15/2024 2/9/2015 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	100,168.00 706.67	100,168.00 100,874.67
MUNI GO D02/02	473260DB0 JEFFERSON CNTY NE		2.550	NE	185178494-1	Cont 10/1/2020 100.000	12/15/2025 6/5/2015 AFS	80,000.00 80,000.00	80,000.00 100.00%	80,000.00 80,000.00	80,141.60 600.67	80,141.60 80,742.27
MUNI GO D02/02	487571FT3 KEITH CNTY NE SCD #1		2.950	NE	185178859-1	Cont 12/28/2020 100.000	12/15/2027 12/28/2015 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	100,508.00 868.61	100,508.00 101,376.61
MUNI GO D02/02	505318QS7 LA VISTA NE		2.650	NE	185179244-1	Cont 10/1/2020 100.000	11/15/2024 12/31/2014 AFS	115,000.00 115,000.00	115,000.00 100.00%	115,000.00 115,000.00	115,203.55 1,151.28	115,203.55 116,354.83
MUNI REV D02/02	57973FDD8 MCCOOK NE PUBLIC PWR DIST		3.150	NE	185181069-1	Cont 8/9/2022 100.000	12/15/2030 8/9/2017 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	102,833.00 927.50	102,833.00 103,760.50
MUNI GO D02/02	803760EJ2 SARPY CNTY NE SAN & IMPT DIST		3.650	NE	185187204-1	Prerefnd 12/15/2020 100.000	12/15/2029 12/15/2015 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	100,771.00 1,074.72	100,771.00 101,845.72
MUNI GO D02/02	803766BG8 SARPY CNTY NE SAN & IMPT		2.850	NE	185187208-1	Cont 10/1/2020 100.000	5/15/2022 7/1/2015 AFS	90,000.00 90,000.00	90,000.00 100.00%	90,000.00 90,000.00	90,151.20 969.00	90,151.20 91,120.20
MUNI GO D02/02	80376DCN7 SARPY CNTY NE SAN & IMPT DIST		3.250	NE	185187210-1	Cont 10/1/2020 100.000	10/15/2023 10/15/2012 AFS	200,000.00 200,000.00	200,000.00 100.00%	200,000.00 200,000.00	200,472.00 2,997.22	200,472.00 203,469.22

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								Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MUNI GO D02/02	80376ECZ8 SARPY CNTY NE SAN & IMPT DIST	3.750	NE 185187211-1	Contin 2/15/2022 100.000	8/15/2029 2/15/2017 AFS	90,000.00 90,000.00	90,000.00 100.00%	90,000.00 90,000.00	92,317.50 431.25	92,317.50 92,748.75
MUNI GO D02/02	80376UBK6 SARPY CNTY NE SAN & IMPT DIST	2.700	NE 185187214-1	Prerefnd 7/15/2022 100.000	8/15/2026 7/15/2017 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	52,283.00 172.50	52,283.00 52,455.50
MUNI GO D02/02	80377TBE2 SARPY CNTY NE SAN & IMPT DIST	2.800	NE 185187220-1	Contin 11/15/2021 100.000	11/15/2028 11/15/2016 AFS	85,000.00 85,000.00	85,000.00 100.00%	85,000.00 85,000.00	86,070.15 899.11	86,070.15 86,969.26
MUNI GO D02/02	80377TBF9 SARPY CNTY NE SAN & IMPT DIST	2.900	NE 185187221-1	Contin 11/15/2021 100.000	11/15/2029 11/15/2016 AFS	85,000.00 85,000.00	85,000.00 100.00%	85,000.00 85,000.00	86,175.55 931.22	86,175.55 87,106.77
MUNI GO D02/02	80378TEW8 SARPY CNTY NE SAN & IMPT DIST	3.850	NE 185187230-1	Contin 4/15/2023 100.000	10/15/2033 4/15/2018 AFS	85,000.00 85,000.00	85,000.00 100.00%	85,000.00 85,000.00	85,912.90 1,508.99	85,912.90 87,421.89
MUNI GO D02/02	80379AEF5 SARPY CNTY NEB SAN & IMPT #243	2.700	NE 177011631-1	Cont 8/15/2025 100.000	8/15/2038 8/19/2020 AFS	290,000.00 290,000.00	290,000.00 100.00%	290,000.00 290,000.00	287,471.20 913.50	287,471.20 288,384.70
MUNI GO D02/02	818473FD7 SEWARD CNTY NE CENTENNIAL PUB	3.000	NE 185187536-1	Contin 7/27/2022 100.000	12/15/2031 7/27/2017 AFS	250,000.00 250,000.00	250,000.00 100.00%	250,000.00 250,876.17	258,232.50 2,208.33	258,232.50 260,440.83
MUNI GO D02/02	81847ELJ3 SEWARD NE	2.150	NE 185187544-1	Contin 10/1/2020 100.000	12/15/2022 3/27/2012 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	100,121.00 633.06	100,121.00 100,754.06
MUNI GO D02/02	81847ELK0 SEWARD NE	2.350	NE 185187545-1	Contin 10/1/2020 100.000	12/15/2023 5/18/2012 AFS	95,000.00 95,000.00	95,000.00 100.00%	95,000.00 95,000.00	95,138.70 657.35	95,138.70 95,796.05
MUNI REV D02/02	818480BF1 SEWARD NEB ARPT AUTH	3.550	NE 185187553-1	Contin 10/1/2020 100.000	1/15/2024 9/1/2011 AFS	170,000.00 170,000.00	170,000.00 100.00%	170,000.00 170,000.00	170,465.80 1,274.06	170,465.80 171,739.86
MUNI REV D02/02	818483EQ8 SEWARD NE ELEC REV	2.350	NE 185187554-1	Contin 10/1/2020 100.000	2/15/2023 3/27/2012 AFS	110,000.00 110,000.00	110,000.00 100.00%	110,000.00 110,000.00	110,152.90 330.31	110,152.90 110,483.21

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

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

Pledged Securities Detail
September 30, 2020

H231
Page 8 of 61

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MUNI REV D02/02	818483FG9 SEWARD NE ELEC REV	2.450		NE	185187557-1	Contin 6/15/2021 100.000	2/15/2028 6/15/2016 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	151,309.50 469.58	151,309.50 151,779.08
MUNI REV D02/02	818484DG9 SEWARD NE SANTN SWR SYS	2.300		NE	185187560-1	Contin 8/12/2021 100.000	9/15/2029 8/12/2016 AFS	130,000.00 130,000.00	130,000.00 100.00%	130,000.00 130,000.00	131,046.50 132.89	131,046.50 131,179.39
MUNI REV D02/02	854746DX9 STANTON CNTY NE PUB PWR DIST	2.550		NE	185195280-1	Contin 3/2/2021 100.000	8/1/2028 3/2/2016 AFS	155,000.00 155,000.00	155,000.00 100.00%	155,000.00 155,000.00	155,883.50 658.75	155,883.50 156,542.25
MUNI GO D02/02	886094CD1 THURSTON CNTY NEB	2.500		NE	184003102-1	Cont 5/28/2025 100.000	12/15/2035 5/28/2020 AFS	200,000.00 200,000.00	200,000.00 100.00%	200,000.00 197,051.16	201,946.00 1,708.33	201,946.00 203,654.33
MUNI GO D02/02	919558KF2 VLY CNTY NE	2.900		NE	185197361-1	Contin 10/1/2020 100.000	12/15/2025 5/28/2014 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	150,366.00 1,280.83	150,366.00 151,646.83
MUNI REV D02/02	93811PBV9 WASHINGTON CNTY NE PUB SAFETY	2.500		NE	185197916-1	Contin 10/1/2020 100.000	12/1/2025 5/14/2015 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	150,237.00 1,250.00	150,237.00 151,487.00
MUNI REV D02/02	943781AV6 WAVERLY NE COMB UTILITY REV	2.250		NE	185198093-1	Contin 10/1/2020 100.000	6/15/2021 7/13/2012 AFS	40,000.00 40,000.00	40,000.00 100.00%	40,000.00 40,000.00	40,043.60 265.00	40,043.60 40,308.60
MUNI REV D02/02	943781BN3 WAVERLY NE COMB UTIL REV	3.100		NE	185198094-1	Contin 1/20/2021 100.000	6/15/2029 1/20/2016 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	100,498.00 912.78	100,498.00 101,410.78
TAX TAXGO D02/02	079238AY7 BELLEVUE NEB REDEV REV	2.950		NE	185138622-1	Cont 10/1/2020 100.000	12/15/2021 5/6/2019 AFS	250,000.00 250,000.00	250,000.00 100.00%	250,000.00 250,000.00	250,555.00 2,171.53	250,555.00 252,726.53
TAX TAXREV D02/02	68189TBA3 OMAHA NEB SPL OBLIG Aa+	6.400		NE	185184294-1	Cont 10/1/2020 100.000	2/1/2026 3/25/2008 AFS	65,000.00 65,000.00	35,000.00 53.85%	35,000.00 35,000.00	41,072.15 373.33	41,072.15 41,445.48
TAX TAXGO	81847EMD5 SEWARD NE	2.750		NE	185187550-1	Contin 5/2/2021	10/1/2022 5/2/2016	140,000.00	140,000.00	140,000.00	140,946.40	140,946.40

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			Market Value
										Par Value	Book Value	Carrying Value	
D02/02						100.000	AFS	140,000.00	100.00%	140,000.00	1,925.00	142,871.40	
CITY OF SEWARD										9,594,734.80	9,789,317.98	9,789,317.98	9,789,317.98
										9,671,093.40	57,367.21	57,367.21	9,846,685.19

EDIC
CASH IN BANK

CASH IN BANK \$9,806,837.15

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

3. City Codes Director Report

CURRENT YEAR: September 2020

LAST YEAR: September 2019

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	0	\$ -	\$ -
REMODEL/ADDIT.	8	\$ 660.00	\$ 133,980.00
ACCESSORY	11	\$ 4,193.25	\$ 84,549.64
RELOCATE	3	\$ 150.00	\$ -
ELECTRIC			
PLUMBING	10	\$ 835.00	
MECHANICAL	10	\$ 1,170.00	
SEWER TAP	0	\$ -	
WATER TAP	0	\$ -	
TEMP. ELEC.	0	\$ -	
ELECTRIC SER.	0	\$ -	
TOTALS	42	\$ 7,008.25	\$ 218,529.64

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	5	\$ 11,204.30	\$ 1,559,400.64
REMODEL/ADDIT.	9	\$ 1,761.95	\$ 512,138.35
ACCESSORY	6	\$ 3,190.00	\$ 2,150.00
RELOCATE	7	\$ 75.00	\$ 11,496.00
ELECTRIC	0		\$ -
PLUMBING	10	\$ 835.00	\$ -
MECHANICAL	10	\$ 1,170.00	\$ -
SEWER TAP	5	\$ 1,250.00	\$ -
WATER TAP	5	\$ 4,405.00	\$ -
TEMP. ELEC.	5	\$ 250.00	\$ -
ELECTRIC SER.	5	\$ 1,000.00	\$ -
TOTALS	67	\$ 25,141.25	\$ 2,085,184.99

YEAR TO DATE January to December 2020

YEAR TO DATE January to December 2019

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	22	\$ 49,978.75	\$10,954,581.82
REMODEL/ADDIT.	64	\$ 12,571.69	\$ 4,701,173.41
ACCESSORY	141	\$ 13,919.95	\$ 618,557.32
RELOCATE	14	\$ 450.00	\$ 52,477.00
ELECTRIC		\$ -	\$ -
PLUMBING	114	\$ 9,395.00	\$ -
MECHANICAL	70	\$ 9,123.03	\$ -
SEWER TAP	19	\$ 4,750.00	\$ -
WATER TAP	19	\$ 16,739.00	\$ -
TEMP. ELEC.	20	\$ 1,000.00	\$ -
ELECTRIC SER.	20	\$ 4,800.00	\$ -
TOTALS	503	\$ 122,727.42	\$16,326,789.55

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	34	\$ 90,043.58	\$43,916,071.28
REMODEL/ADDIT.	69	\$ 11,226.10	\$ 3,607,359.35
ACCESSORY	118	\$ 13,369.09	\$ 436,431.66
RELOCATE	34	\$ 1,116.00	\$ 301,340.94
ELECTRIC	5	\$ 195.00	\$ -
PLUMBING	85	\$ 6,545.00	\$ -
MECHANICAL	81	\$ 7,685.00	\$ -
SEWER TAP	26	\$ 6,450.00	\$ -
WATER TAP	28	\$ 30,355.00	\$ -
TEMP. ELEC.	25	\$ 1,250.00	\$ -
ELECTRIC SER.	26	\$ 15,000.00	\$ -
TOTALS	531	\$ 183,234.77	\$48,261,203.23

OPEN Property Maintenance Code Violation Report

					Last Update; 9/21/2020
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2020					
546 North Ave	Obstructed sight triangle due to overgrowth of the flowerbed in the corner of the property	10/21/2020	David and Sharon Fitzpatrick	In person	Bill Arkel (CSO) contacted the tenant who in turn contacted Dave. Dave made arrangements with Rumery Landscaping to trim up the corner to meet sight triangle standards.
247 N 2nd	Pet Door was open, Tree/Volunteer tree's in City ROW. Grass is too tall	8/31/2020	Fox Den Rentals	In person	Bill Arkel (CSO) attempted contact at two doors & left a door hanger w/card in regards to the grass. Called Fox Den on 8/21 at 402-314-0819. He said he will follow up with tenants/mowing company and get it taken care of
304 S 1st	Weeds and vines need to be cut back to comply with code	8/19/2020	Kelsey Herrold	In person	Bill Arkel (CSO) attempted contact & left a door hanger w/card. 8/17/20 Bill checked property & it is in compliance
1115 N Columbia	Weeds and brush need cut to comply with ordinance	8/7/2020	Lorri Canning	In person	Bill Arkel (CSO) attempted contact and left a door hanger. Grass and weeds were cut in front yard but not in the rear yard.
906 Main St	Vehicles stored with no current license and registration, Junk piled on the lot and junk appliances stored outside	7/10/2020	Daniel & Lorrie Pearson	In person	The junk has been removed, the vehicles have been licensed and the appliance are scheduled for pick-up
29 Jackson Ave	Abandoned property due to fire	8/7/2020	Katherine & Joseph Desantiago		Property owener according to Seward PD is Wayne Piper of York, Wayne Piper is deceased. Katherine is currently residing in York according to neighbors.
					Joseph is deceased. Phone number no longer valid. Neighbor says she relocated to York.
345 S 9th St	RV set up for residency in violation of the ULDO	6/26/2020	Tod/Colleen Cameron 402-643-5418 Colleen 402-643-6209		Camper has been moved to the driveway and the fence has been completed.

OPEN Property Maintenance Code Violation Report

		6/11/2020			Board of Adjustments meeting cancelled by Colleen Cameron. Camper will be moved on the driveway and comply with city ordinances. A fence permit has been issued as well though not required.
		Extended due to weather		LM 5/5/2020	Left message and advised to call back. Greg Butcher spoke with the City Attorney. Todd can have RV just behind front line of house. He talked about having an 8' fence which is not required, but he can only have a 6' tall fence. Applied for variance - Board of adjustment June 11,2020
950 Jackson	Vehicles, abandoned with no current license and registration	6/22/2020	Keith Rader	In person	Bill Arkel reported the abandoned vehicles had been removed and the unlicensed vehicles had been registered and licensed.
		6/22/2020		Delivered by SPD 6/13/2020	7 day compliance letter by Greg Butcher-City Administrator, hand delivered.
		5/8/2020		In person	Bill Arkel community officer took pictures of vehicles. Spoke to owner and let him know he had 7days to get license and registration on vehicles. If not done in 7days a letter will come from the City Administrator, after the 7days of the letter. The vehicles will be removed at the owners expense.
810 Moffit St	Disrepair, protective treatments, decayed siding, facia/trim,	10/1/2020	Patricia Murphy (life use)	Personal	Dale Murphy submitted a demo permit for the property and is currently waiting for the Demo Contractor to clear the property. All utilities have been verified as disconnected and the asbestos siding has been removed and disposed of.

OPEN Property Maintenance Code Violation Report

		8/7/2020			Larae Rolenc and Jeremy Phillips met with me Friday 8/7/2020 to discuss options for this property and stated the house will come down in September
		Extended due to weather		Personal	In p+B15:F18rocess, attempting to contact owner

OPEN Property Maintenance Code Violation Report

OPEN Property Maintenance Code Violation Report

OPEN Property Maintenance Code Violation Report

4. Police Department Report



City of Seward Police Department

Monthly Statistics September 2020

Service Calls	319
Accidents	9
Arrests	19
Citations	8
Warnings	77
Parking Tickets	27

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

5. Infrastructure Cost Items Reimbursable Back to the City

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM Tax Increment Financing Application of Levander Auto Body, 1778 Pine St., Seward - TIF Attorney Willis

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 October 12, 2020 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 October 20, 2020, 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 generally located 830 Aspen Street in Seward, Nebraska and is legally described as follows:

Lot 4, Block 2, and Lot 1, Block 2, Seward Rail Campus
Original Addition, City of Seward, Seward County, Nebraska

All interested parties shall be afforded at each public hearing a reasonable opportunity to express their views regarding the proposed redevelopment plan amendment. A map of the redevelopment area and a copy of the redevelopment plan and cost-benefit analysis shall be maintained in the office of the City Clerk.

Bonnie Otte, City Clerk

Publish September 16 and September 23, 2020
One Proof of Publication

A. Presentation and Review of Redevelopment Plan

1. Applicant Information

Levanders of Seward LLC
830 Aspen Street, Seward NE 68434
3620 W Old Potash Hwy, Grand Island NE 68803 (mailing address)
308-384-3747 or 308-390-6494
308-385-4913 fax
Brian.levanders@hotmail.com
LLC-Body Shop
Brian Levander

2. Levanders is an Auto body Repair Center. This facility will start out employing 4 full time employees. Our company offers benefits that include, but are not limited to, health, dental, vision, retirement plan, paid holidays, earned vacation and Aflac. Levanders offers competitive wages with an average of each employee making 50-60K a year.

3. The purchase of the project site is currently under contract with the City of Seward. The address is 830 Aspen Street, Seward NE 68434. **** See Exhibit 1**

4. The building will be 7000 Sq Ft and Steel Construction. ****See Exhibit 2**

5. Land use was approved by the city of Seward. ****See Exhibit 3**

6. Estimated Project Costs:

Land Acquisition \$98,437.50

Site Development

Grading \$50,000

Site Prep \$10,000

Building Construction \$300,000

Architectural & Engineering Fees \$20,000

Legal Fees \$15,000

Contingencies \$15,000

Total: \$508,437.50

7. Brian Levander will secure email any required financial statements that are needed.

8. ****See Exhibit 4**

9. ****See Exhibit 5**

10.

Webb Company Architects
387 N Walnut St
Grand Island NE 68801

Olsson Structural Engineer
201 E Second St
Grand Island NE 68801

Brungardt Engineering (Site Plan)
926 E 56th St #D2
Kearney NE 68847

James Marshall Engineering
74681 K Rd
Elm Creek NE 68836

11. The Construction start date is 10/01/2020 with a completion date of 01/25/2021

12. Levanders has completed a development with the City of York involving TIF funds.

13. Levanders is requesting \$121,098.37 in TIF funding.

14. Levanders has paid a \$1000 Application fee

16. Levanders has choose Seward and the site because of the availability of TIF funding. Due to the cost of construction and development of the area we would not be able to consider Seward without this funding.

Applicant

By: _____



8-24-20

Name: _____

Brian Levander

Title: _____

President

Exhibit 1

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into on July ____, 2020, by and between City of Seward, Nebraska (the "Seller"), and Brian Levander, a resident of Grand Island, Nebraska (the "Buyer").

RECITALS

- A. Seller is the owner of certain real property (the "Property") legally described as:
- Lot 4, Block 2, and a portion of Lot 1, Block 2, Seward Rail Campus Original Addition, to be surveyed and re-platted to be a 175 ft. x 250 ft. parcel containing 43,750 sq. ft., City of Seward, Seward County, Nebraska.
- B. Seller desires to sell and Buyer desires to acquire the property subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of, and based on, the foregoing Recitals and the mutual promises and agreements set forth below, the parties agree as follows:

1. Transfer of Property.

1.1 Sale and Purchase. At Closing (as hereinafter defined), Seller shall sell to Buyer, and Buyer shall purchase from Seller the Property.

1.2 Purchase Price and Payment. Buyer shall pay to Seller Ninety Eight Thousand Four Hundred Thirty Seven Dollars and Fifty Cents (\$98,437.50) (\$2.25 psf.) (the "Purchase Price"), of which Five Thousand Dollars (\$5,000) ("Earnest Money Deposit") shall be delivered to Title Services of Blue Valley ("Title Company"), upon execution of this Agreement, and the balance, without interest, shall be payable at Closing, subject to adjustments and prorations as herein provided.

1.3 Closing. The Closing of the purchase and sale of the Property shall take place on or after August 31, 2020 at the Title Company's office located in Seward, Nebraska or at such other time, date and place as the parties may mutually agree (the "Closing").

1.4 Title and Possession. Seller agrees to deliver at Closing a general warranty deed to the Property conveying to Buyer marketable title to the Property, free and clear of all mortgages, deeds of trusts, leases, encumbrances, liens, statutory rights or covenants, except for easements and restrictions of record that are acceptable to Buyer. Seller shall deliver possession of the Property to Buyer at the time of Closing.

1.5 Title Insurance. Prior to Closing, Seller shall furnish Buyer with a commitment for an owner's policy of title insurance with copies of all easements in the

amount of Purchase Price, which insures marketable title to the Property, subject only to easements and restrictions of record that are acceptable or deemed acceptable to Buyer. Absent timely objection, any easement or restriction identified in the commitment shall be deemed acceptable to Buyer. Seller shall have a reasonable period to cure any unacceptable easement or restriction. The premium for the owner's title insurance policy and the closing fee of the Title Company shall be divided equally between Seller and Buyer.

1.6 Taxes, Assessments, and other Costs. Seller shall be responsible for all taxes relating to the Property for the year preceding Closing and all prior years as well as all special assessments levied prior to Closing. Taxes relating to the Property for the calendar year when Closing occurs shall be pro-rated as of the date of Closing. Buyer shall pay the filing fee which becomes payable upon recordation of the warranty deed.

1.7 Purchase Agreement Preparation and Legal Representation. The cost of preparation of this Purchase Agreement shall be paid for by Seller, which shall be prepared by the law firm of Hoffschneider Law, P.C. LLO. Should Buyer choose to be represented by legal counsel, Buyer shall be responsible for all of Buyer's own attorney fees and costs charged to Buyer by Buyer's attorney.

1.8. Remonstrance Contingency. The Closing of this sale is contingent upon the City of Seward not receiving a remonstrance against this sale within 30 days after passage and publication of an ordinance directing the conveyance of the Property in accordance with the procedures set forth in Neb. Rev. Stat. § 16-202 and Seward Municipal Code 8-102. If the City receives such a remonstrance, this Agreement shall be null and void and the Buyer shall be entitled to a full refund of Buyer's Earnest Money Deposit as Buyer's sole recourse against the City for its inability to convey the Property to the Buyer.

1.9 Governmental Approval Contingency.

1.9.1 This Agreement and Closing hereunder is contingent upon Buyer, at its expense, obtaining the necessary approval from the Seward City Council on approval of a special use permit that permits the use of the Property for a full service automotive body and repair shop, with terms and conditions that are reasonably acceptable to Seller ("Governmental Approval") within a commercially reasonable time from the date of execution of this Agreement ("Governmental Approval Contingency").

1.9.2 Immediately upon execution of this Agreement, Buyer shall proceed with due diligence to prepare and submit applications and plans for Governmental Approval (the "Submission") and shall use good faith and commercially reasonable efforts to process said Submission and obtain final action for Governmental Approval. Buyer and Seller agree to communicate and cooperate in the development of plans for the Submission. In the event Buyer unable to obtain Governmental Approval within the Governmental Approval Contingency (or mutual extension thereof) or the terms and conditions for Governmental Approval with respect to the Property are unacceptable to Seller or Buyer, each in its reasonable discretion, Seller or Buyer shall have the right to terminate this Agreement, in which event the Title Company shall return the Earnest Money Deposit to Buyer, this Agreement shall be null and void, and both parties shall have no further obligations, liability or causes of action under this Agreement.

1.10 Survey. Immediately upon Buyer's receipt of the Title Commitment, Seller shall order, at Seller's expense, a survey from a licensed and registered surveyor ("Survey"), locating the out-boundaries of the Property, and locating all matters constituting appurtenances or exceptions to title shown on the Title Commitment. The Survey, when approved by Buyer, shall conclusively establish the legal description of the Property.

1.11 Right of First Refusal. From the date of Closing and continuing through December 31, 2022, Buyer shall have a continuing right of first refusal to purchase the lot directly adjacent and to the south of the Property, presently platted as Lot 3, Block 2, Seward Rail Campus Original Addition ("the ROFR Property") from Seller according to the provisions hereof. In the event that Seller receives an acceptable offer to purchase the ROFR Property (the "Offer") which Seller desires to accept, Seller shall provide written notice to Buyer and provide a copy of the Offer. Within fifteen (15) business days after receiving the Offer, Buyer shall determine whether it desires to purchase the ROFR Property from Seller on the same terms and conditions as set forth in the Offer. In the event that Buyer exercises its right of first refusal, Seller shall enter into an agreement with Buyer to sell the ROFR Property on the same terms and conditions as set forth in the Offer. In the event that Buyer does not exercise its option, Seller may sell the ROFR Property in accordance with the terms of the Offer; and if Buyer fails to provide any acceptance within such 15-day period, it will be deemed to have failed to exercise such right of first refusal as to such Offer. In the event that Seller's prospective purchaser under the Offer fails to close on the purchase of the ROFR Property in accordance with the terms of the Offer (other than a mutually agreed extension of the Closing Date or non-material changes not affecting the ROFR Property sold or the Purchase Price), Buyer's right of first refusal to purchase the ROFR Property shall continue with regard to any subsequent Offer received by Seller during the term of this Agreement. Seller and Buyer agree that the purchase of the ROFR Property shall be closed within thirty (30) days of Buyer's exercise of the Right of First Refusal. The Closing shall take place at a mutually agreeable title insurance company or closing agent, with Seller and Buyer allocating closing costs in accordance with the bonafide third-party offer or, if unspecified, in accordance with normal and usual allocations for

sales of real property in Seward County, Nebraska. This Agreement shall not apply to transfers by way of gift or devise, to or for a party related to Seller, or to any transfer in whole or in part, from such related party to another. For purposes of this exclusion, a "related party" shall include any other governmental subdivision of the Seller. Notwithstanding the foregoing, this Agreement shall continue to bind the ROFR Property and the specific transferee set forth above for its full term. Buyer may, at its own expense, cause this Agreement, or a Memorandum thereof, to be recorded with the Seward County Register of Deeds Office.

1.12 Cap of JMCA Detention Facilities Expenses. This Agreement and the obligations of the parties hereunder are contingent upon Seller prior to Closing obtaining an Amendment to the Seward Rail Campus Protective Covenants ("Covenants") that are filed of record with the Seward County Register of Deeds as Instrument No. 202001358, to cap the Joint Maintenance Common Area Expenses ("JMCA") for Detention Facilities allocated to the Property at an amount not to exceed One Thousand Dollars (\$1,000.00) per year.

1.13 Provision of Borrow Soil by the Seller. At the present time, there is available borrow soil on the Seller's City of Seward Rail Campus site, as shown in the attached Exhibit "A". This borrow area can be excavated for the needs of the Buyer's site for their required fill at no cost to the Buyer, as long as the excavation follows the design of the City of Seward Rail Campus, as approved by the City of Seward's City Engineer. Buyer shall be allowed up to 5,000 cubic yards of borrow soil from the Seward Rail Campus site adjacent to the existing drainage ditch. The borrow soil must be obtained in a manner that it follows the proposed grades of the future storm water detention cell. Guidance on the grades of the detention cell shall be provided to the Buyer in the form of plan sheets and electronic files. The top six inches of the borrow site must be removed and stockpiled as topsoil and replaced after borrow operations are complete. The final grade of the borrow site shall be no steeper than 4:1 in all areas.

1.14 Tax Increment Financing Contingency. Buyer's obligations hereunder shall be conditioned upon the Property being designated as a "community redevelopment area" and Buyer's tax increment financing application to the Seward Community Redevelopment Authority being approved and the Seward City Council and Buyer having approved the terms of the redevelopment agreement for the Property in accordance with the Nebraska Community Development Law (Neb.Rev.Stat. 18-2101 et al.).

2. Representations and Warranties.

2.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

2.1.1 Hazardous Substances. Seller hereby represents that the Property does not contain any known substances deemed hazardous under any applicable Local, State and Federal laws and regulations. Seller specifically grants Buyer the right to conduct an

environmental study at any time prior to Closing to determine whether any environmental hazards exist. Seller acknowledges that it has made such representations and that such representations are a material inducement to Buyer to enter into this Agreement. In the event hazardous substances are discovered on the Property, Buyer may terminate this Agreement by written notice to the Seller, and the Buyer shall receive a refund of all money deposited with the Title Company

2.1.2 Maintenance of the Property. Until possession is given to Buyer, Seller will keep and maintain the Property in as good condition as it now is, reasonable wear and tear excepted.

2.1.3 No Brokerage Agreement. Seller has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Buyer to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby. Seller acknowledges that Kelly R. Hoffschneider of Hoffschneider Law, P.C., LLO is a licensed real estate broker in the State of Nebraska, but has not been retained in that capacity.

2.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

2.2.1 No Brokerage Agreement. Buyer has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Seller to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby. Buyer acknowledges that Kelly R. Hoffschneider of Hoffschneider Law, P.C. LLO is a licensed real estate broker in the State of Nebraska, but has not been retained in that capacity.

3. Default

3.1 Default of Seller. If Buyer shall perform all of its obligations and terms of this Agreement, and Seller shall default in the performance of any of the terms and conditions of this Agreement, Buyer may elect to terminate this Agreement, and shall be entitled to a return of the Earnest Money Deposit under Paragraph 1.2 of this Agreement, and to pursue any other legal or equitable remedies against Seller, including, without limitation, a suit for specific performance.

3.2 Default of Buyer. If Seller shall perform all its obligations and terms of the Agreement, and Buyer shall default in the performance of any of the terms and conditions of this Agreement, the Seller may, at their option, elect to terminate the Agreement and receive and retain the Earnest Money Deposit under Paragraph 1.2 of this Agreement, and pursue any other legal or equitable remedies against Buyer, including, without limitation, a suit for specific performance.

4. Miscellaneous.

4.1 Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

4.3 Further Assurances. Each of the parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action, whether prior to or subsequent to Closing, as may be necessary to more effectively consummate the intent and purpose of this Agreement.

4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

4.5 Notices. All notices, requests, demands, objections and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or 48 hours after being mailed registered or certified mail, return receipt requested, postage prepaid, to the party at the following address or to such other address as any party hereto may from time to time in writing designate to the other parties:

If to Seller: Greg Butcher, City Administrator
City of Seward
P.O. Box 38
537 Main Street
Seward, NE 68434

With a Copy to: Kelly R. Hoffschneider, City Attorney
Hoffschneider Law, P.C., LLO
1120 K Street, Suite 200
Lincoln, NE 68508
kelly@hoffschneiderlaw.com
(402) 261-7677

If to Buyer: Brian Levander
3708 Westgate Road
Grand Island, NE 68803
brian.levanders@hotmail.com
(308) 384-3747

4.6 Survival and Nonmerger. All terms, conditions, obligations, representations and warranties contained in this Agreement shall survive the execution

hereof and the Closing hereunder, including, but not limited to, the execution and delivery of any deed related to the Property to be conveyed hereunder and shall not merge into any deed.

4.7 Time is of the Essence. For purposes of the respective obligations of the parties hereto, the parties agree that time is of the essence in the performance of their respective obligations hereunder.

4.8 Risk of Loss. All risk of loss and damage to the Property or other casualty until Closing is assumed by the Seller.

4.9 Severability. If for any reason whatsoever any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid, as applied to any particular case or in all cases, such circumstance shall not have the effect of rendering such provision invalid in any case as of rendering any other provision of this Agreement inoperative, unenforceable, or invalid.

4.10 Captions. The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions therein, or conditions thereof.

SELLER:

City of Seward, Nebraska

By: _____
Joshua Eickmeier, Mayor

STATE OF NEBRASKA)
)
COUNTY OF SEWARD) ss.

The foregoing instrument was acknowledged before me this ____ day of July, 2020, by Joshua Eickmeier, Mayor of the City of Seward, Seller.

Notary Public

BUYER:

Brian Levander

STATE OF NEBRASKA)
)
COUNTY OF HALL) ss.

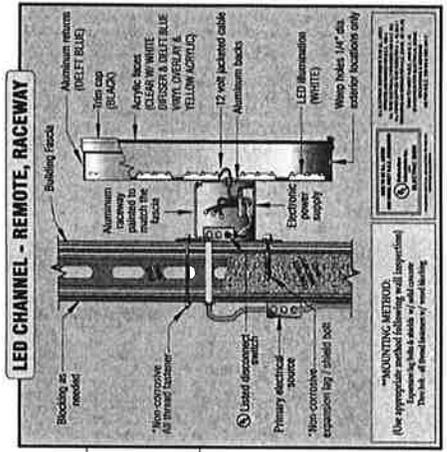
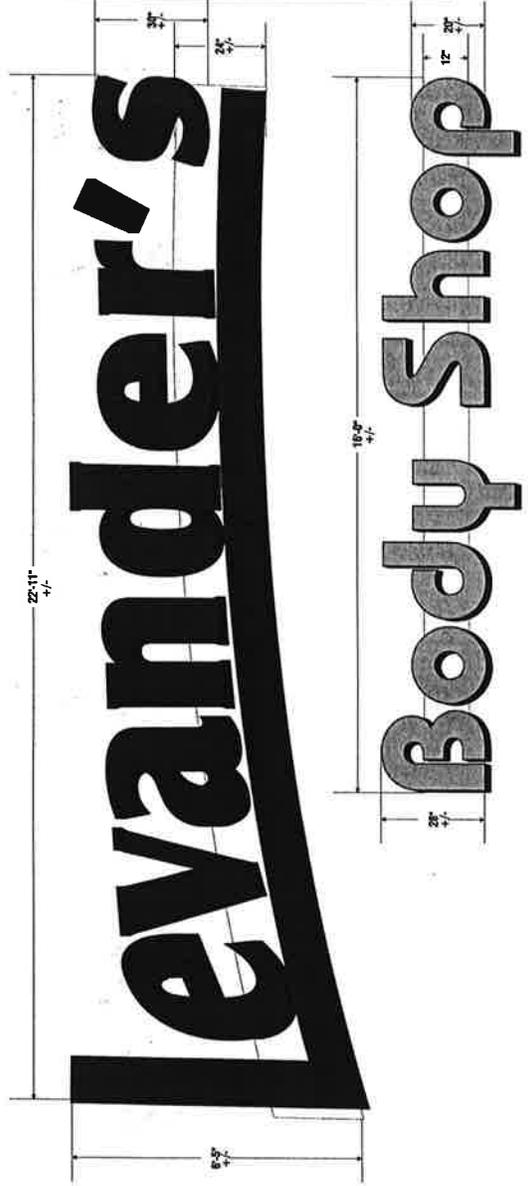
The foregoing instrument was acknowledged before me this ____ day of July, 2020, by Brian Levander, Buyer.

Notary Public

EXHIBIT "A"

BORROW SOIL EXHIBIT TO BE ATTACHED

SCALE - 3/8" = 1'-0"



DESIGN TYPE	
<input checked="" type="checkbox"/>	INTERIOR
<input type="checkbox"/>	EXTERIOR
<input type="checkbox"/>	NEON DISPLAYS
<input type="checkbox"/>	CHANNEL LETTERS
<input type="checkbox"/>	REEL CHANNEL LETTERS
<input type="checkbox"/>	MONOLITH SIGNAGE
<input type="checkbox"/>	DUOL POLE SIGN
<input type="checkbox"/>	SINGLE POLE SIGN
<input type="checkbox"/>	IMMUNENT SIGN
<input type="checkbox"/>	DIRECTIONAL
<input type="checkbox"/>	CHANGEABLE READER BOARD ELE. DISPLAYS
PROJECT TYPE	
<input type="checkbox"/>	NEW CONSTRUCTION
<input type="checkbox"/>	REMODELING
<input type="checkbox"/>	TENANT CHANGES
<input type="checkbox"/>	LANDLORD IMPROVEMENTS
<input type="checkbox"/>	CORPORATE CHANGES
<input type="checkbox"/>	AMENDMENTS TO EXISTING SIGNAGE

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

NOTICE:
ALL GRAPHIC REPRODUCTIONS ARE SUBJECT TO APPROVAL OF AUTHORIZED CLIENT AS OF DATE OF SIGNAGE. SIGNAGE IS SUBJECT TO ANY FUTURE CHANGE OF PRODUCT TRADING. SIGN COMPANY HOLDS ALL AGREEMENTS FINAL AND TO CLIENT APPROVAL.

Signed: _____ Date: _____
Sales Rep. _____ Title: _____

FRI CITY SIGN COMPANY
Designing Your Future

143 NORTH ELM STREET, GRAND HAVEN, MI 48801
BENTLEYVILLE, OHIO 44022
800.339.4779

DRAWING NO.	10628
SALESPERSON:	Bill Perreus
DRAWN BY:	<i>Sammy Cox</i>
Scale:	As Noted.
Date:	07.01.20
INSPECTED BY:	
Revised:	

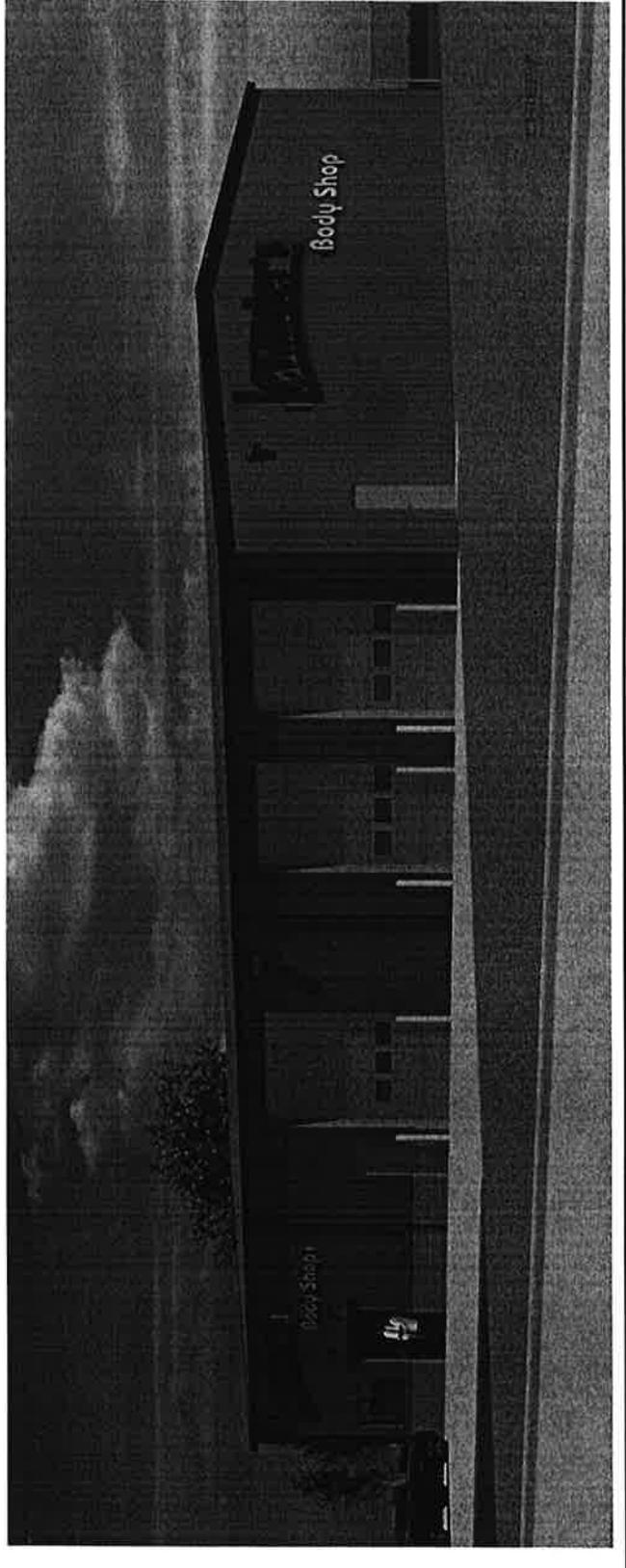
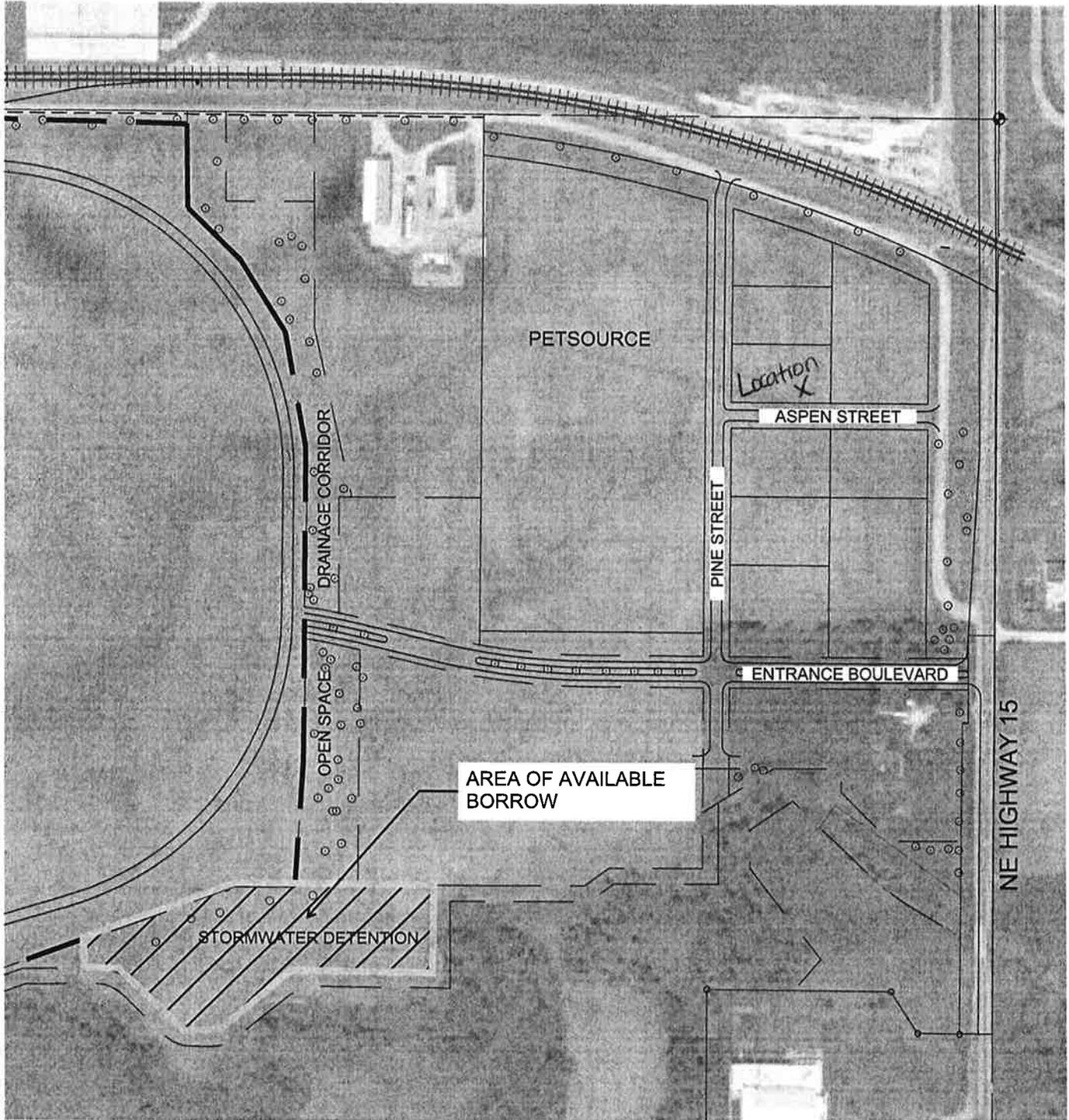


Exhibit 3

EXHIBIT
RAIL CAMPUS BORROW



Levander Automotive TIF Estimate

TIF Calculation Based on Marilyn Hladky's Estimates on Tuesday, August 18, 2020

Assumptions:

Tax Levy (2019)	1.733791
Number of Years	15

Property Valuation:

	Assessed Value	Estimated Taxes
Pre-Project	\$50,000.00	\$866.90
Completed Project	\$515,640.00	\$8,940.12
Difference	<u>\$465,640.00</u>	<u>\$8,073.22</u>

TIF Calculations:

	TIF Developer Bond	TIF Note from Lender
Annual TIF Amount	\$8,073.22	\$8,073.22
15 Year TIF	\$121,098.37	\$80,732.24
3% Admin. Fee	\$3,632.95	\$2,421.97
Approx. Costs of Issuance	<u>\$5,000.00</u>	<u>\$5,000.00</u>
Total:	<u>\$112,465.42</u>	<u>\$73,310.28</u>
	\$7,497.69	

Exhibit 5



Toll Free: 800-641-5046
www.equitableonline.com

August 20, 2020

Levanders of Seward LLC
3620 W Old Potash Hwy
Grand Island, NE 68803

Dear Brian,

This letter is to confirm that Equitable Bank is considering extending credit in connection with a possible real estate project by your company in Seward, Nebraska for a new commercial property. Based upon the financial information provided to date Equitable Bank may be willing to provide financing that will include, but not be limited to the following requirements:

1. The funding of any credit facility shall be subject to the receipt of approval of Tax Increment Financing by the Community Redevelopment Authority of Seward County, and the execution of redevelopment agreement committing such funding to the project by all appropriate parties;
2. The approval of all necessary local zoning officials or boards, and any other governmental agencies or entities which may have approval authority over any portion of the project; and
3. The finalization of a credit facility agreement in a form mutually acceptable to your firm and Equitable Bank which, in addition to repayment terms involving Tax Increment Financing, shall include such guarantees, pledges of collateral, and other security provisions as may be appropriate for the credit facility.

Nothing herein shall be deemed a commitment to extend credit. This letter is simply to acknowledge the potential involvement of Equitable Bank in the project's financing.

Please contact the undersigned with any questions. I can be reached at 308-382-3136 or drichardson@equitableonline.com.

Sincerely,

A handwritten signature in black ink that reads 'Dave Richardson'.

Dave Richardson
Community Bank President

NORTH PLATTE
920 South Jeffers Street
Post Office Box 728
North Platte, NE 69103-0728
Phone: 308-532-7200
Fax: 308-532-7202

OMAHA
10855 West Dodge Road
Suite 110
Omaha, NE 68154
Phone: 402-827-8100
Fax: 402-827-8103

GRAND ISLAND
113 North Locust Street
619 North Diers Avenue
Post Office Box 160
Grand Island, NE 68802-0160
Phone: 308-382-3136
Fax: 308 381-0122





York Project TIF

B. Presentation and Review of Redevelopment Plan Amendment and Cost Benefit Analysis

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

(LEVANDER’S BODY SHOP REDEVELOPMENT 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 administers 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 “Project Site”).

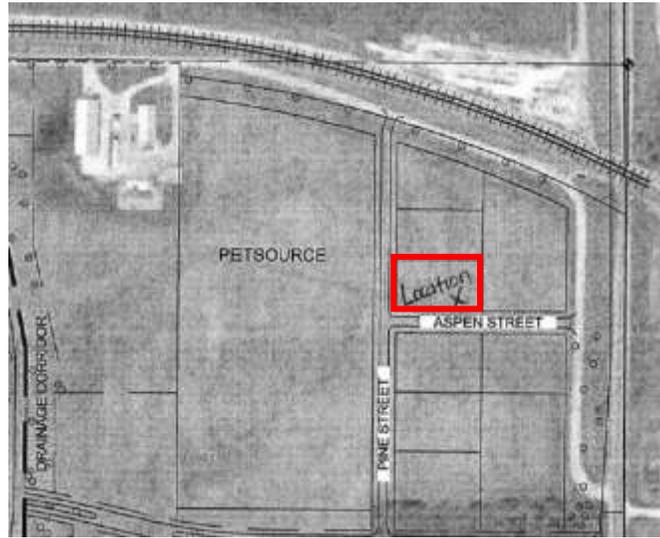
Project Site

The Project Site is located in the Redevelopment Area and, more particularly, in the Seward/Lincoln Regional Rail Campus, a 306-acre rail-served industrial park (the “Rail Campus Area”). The Project Site and the Rail Campus Area generally consists of vacant and underdeveloped land.

The Rail Campus Area is generally depicted below:



The Project Site is located in the northeast corner of the Rail Campus Area and is generally depicted below:



The current land use map set forth in the 2018 City of Seward Comprehensive Plan (“Comprehensive Plan”) identifies the current land use as open space. The future land use map set forth in the Comprehensive Plan designates the future land use of the Project Site as industrial. The current and future land use maps set forth in the Comprehensive Plan are incorporated into the Redevelopment Plan by this reference. Additionally, the Project Site and Rail Campus Area have been the focus of the City for strategic growth as a rail campus for a variety of industrial and commercial uses, and the Comprehensive Plan identifies the Highway 15 Corridor as a primary location for industrial and commercial development. The need for redevelopment of the Rail Campus Area in general has already been documented in the Redevelopment Plan.

The Project Site is in need of redevelopment. The CRA has considered whether redevelopment of the Project 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 Project 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. Because redevelopment of the Project Site will require significant upfront costs, including, but not limited to, site preparation, grading, and public infrastructure improvements, the City is unlikely to attract businesses and/or development to the Rail Campus Area without the use of tax increment financing.

The redevelopment of the Project Site pursuant to this Plan Amendment will eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan. The

development of the Project Site will be the second redevelopment project in the Rail Campus Area.

The Project

Levander's of Seward L.L.C. (the "Redeveloper") has submitted a proposal for the Project and the redevelopment of the Project Site. The project under consideration will consist of the construction a commercial building on the Project Site for use as an auto body repair shop and automotive service center, and other associated improvements on the Project Site (the "Project"). The commercial building will be approximately 7,000 square feet and steel construction. A preliminary site plan is attached as Exhibit "B" and incorporated herein by this reference. The CRA acknowledges that the site plan is preliminary in nature and subject to change, but has included the current information submitted by Redeveloper.

As part of the Project, the CRA shall capture available tax increment from the Project 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 acquisition, site preparation, grading, architectural and engineering fees, and other eligible uses. The use of TIF to assist with the costs of the eligible public improvements will make the Project as designed feasible. Redeveloper shall be responsible for all other costs and expenses associated with the Project.

Redeveloper intends to commence construction in 2020 and complete construction in the first quarter of 2021. The base year for the Project shall be 2020 and the effective date for the division of taxes shall be January 1, 2021. The base value of the Project Site is anticipated to be \$50,000 which is the current assessed valuation of the Project Site. Pursuant to the Seward County Assessor's preliminary appraisal of the proposed project, the projected completed valuation of the Project is \$515,640. The preliminary appraisal is not binding and is based upon the information and assumptions provided from Redeveloper to the Assessor. The CRA does not make any representations to the final value of any project.

Redeveloper estimates that the total Project costs shall be approximately \$508,438. Redeveloper has identified multiple eligible TIF uses including the \$178,437.50 in TIF-eligible expenditures set forth below:

Site Acquisition	\$98,437.50
Site Preparation	\$10,000
Grading	\$50,000
Arch. And Eng. Fees	\$20,000
<hr/>	
Total estimated TIF eligible costs:	\$178,437.50

Based upon the anticipated completed valuation of \$515,640, and a 0% interest rate for the TIF Note, the Project will support approximately \$121,000 in TIF Indebtedness.¹ The identified TIF-eligible uses, together with the 3% CRA

¹ For purposes of the TIF projections for this Project, the CRA (1) has assumed the Project will

administration fee and cost of issuance which are additional TIF-eligible uses that Redeveloper shall be required to pay, exceed the anticipated TIF amount of \$121,098. The final, actual cost of all TIF-eligible expenses shall be certified by Redeveloper upon completion of construction. In addition to the TIF Indebtedness, Redeveloper has stated that the Project would be financed in part using investor equity and the remainder financed through a bank line of credit.

Statutory Elements

As described above, the Project envisions the capture of the incremental taxes created by the Project on the Project Site to pay for those eligible expenditures as set forth in the Act. This section includes a consideration of the statutory elements under the Nebraska Community Development Law.

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or is necessary to accomplish the Project. The Project Site is currently owned by the City and will need to be sold to Redeveloper in order to facilitate that Project. The Project Site is under contract for purchase by Redeveloper subject to the City's normal process for disposing of property.

B. Population Density

The proposed Project on the Project Site is a commercial project, involving the construction of one commercial building. The Project will not significantly affect population density in the project area.

C. Land Coverage

The commercial building will be approximately 7,000 square feet on the approximately 1 acre lot. 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. The public improvements included in the Project together with the existing infrastructure is anticipated to be sufficient for the intended uses of the Project Site upon completion of the Project. TIF from further development of the Rail Campus Area is anticipated to pay for additional infrastructure that would benefit the Project Site, but no such anticipated future improvements are necessary for the use and operation of the Project.

capture the full 15 years of tax increment and there will not be a partial valuation in the first year; (2) has not accounted for any increases in the assessed value of the Project Site during the 15 year tax increment financing period; and (3) has not utilized any assumed state property tax credit. All of these assumptions will change the actual amount of the tax increment generated by the Project.

E. Parking

There are 37 parking stalls shown on the preliminary site plan for the Project Site. The Project must meet or exceed the parking requirements set forth in the applicable zoning district. The minimum required parking in the Seward Zoning Ordinance is 4 times service capacity for an auto service use and 5 spaces per repair stall for a body service use.

F. Zoning, Building Code, and Ordinances

The Project Site is located in a BP Business Park District zone. Supplemental development regulations for auto service, repair, and body repair uses are found in Section 410-31.5 of the Seward zoning ordinance. Based on the proposed use of the Project Site, Redeveloper will either need to obtain a conditional use permit or seek a change of zone. Redeveloper shall be responsible for obtaining all necessary zoning approvals, and the approval of this Plan Amendment does not authorize any use that does not comply with the City of Seward zoning ordinance. Redeveloper will be responsible for complying with the City of Seward zoning ordinance, and will obtain any zoning, building code, or ordinance changes that are necessary for the Project. No additional zoning, building code, or ordinance changes will be necessary for the Project.

Cost-Benefit Analysis

Pursuant to Section 18-2113 of the Act, the CRA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit "C" and incorporated by this reference.

Additional Project Information from Redeveloper

Redeveloper has represented that without the use of TIF, this Project would not be feasible and Redeveloper could not develop this Project on the Project Site. Redeveloper has further represented that it does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act.

EXHIBIT "A"
Legal Description of the Project Site

The property is located west of Highway 15 and south of Walker Road. The address is 1778 Pine Street and the property is legally described as follows:

Lot 3, Block A, Replat of Blocks 2 and 3 Seward Rail Campus PUD Original Addition Final Plat and a Portion of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 29-T11N-R3E, City of Seward, Seward County, Nebraska.

EXHIBIT "B" Preliminary Site Plan

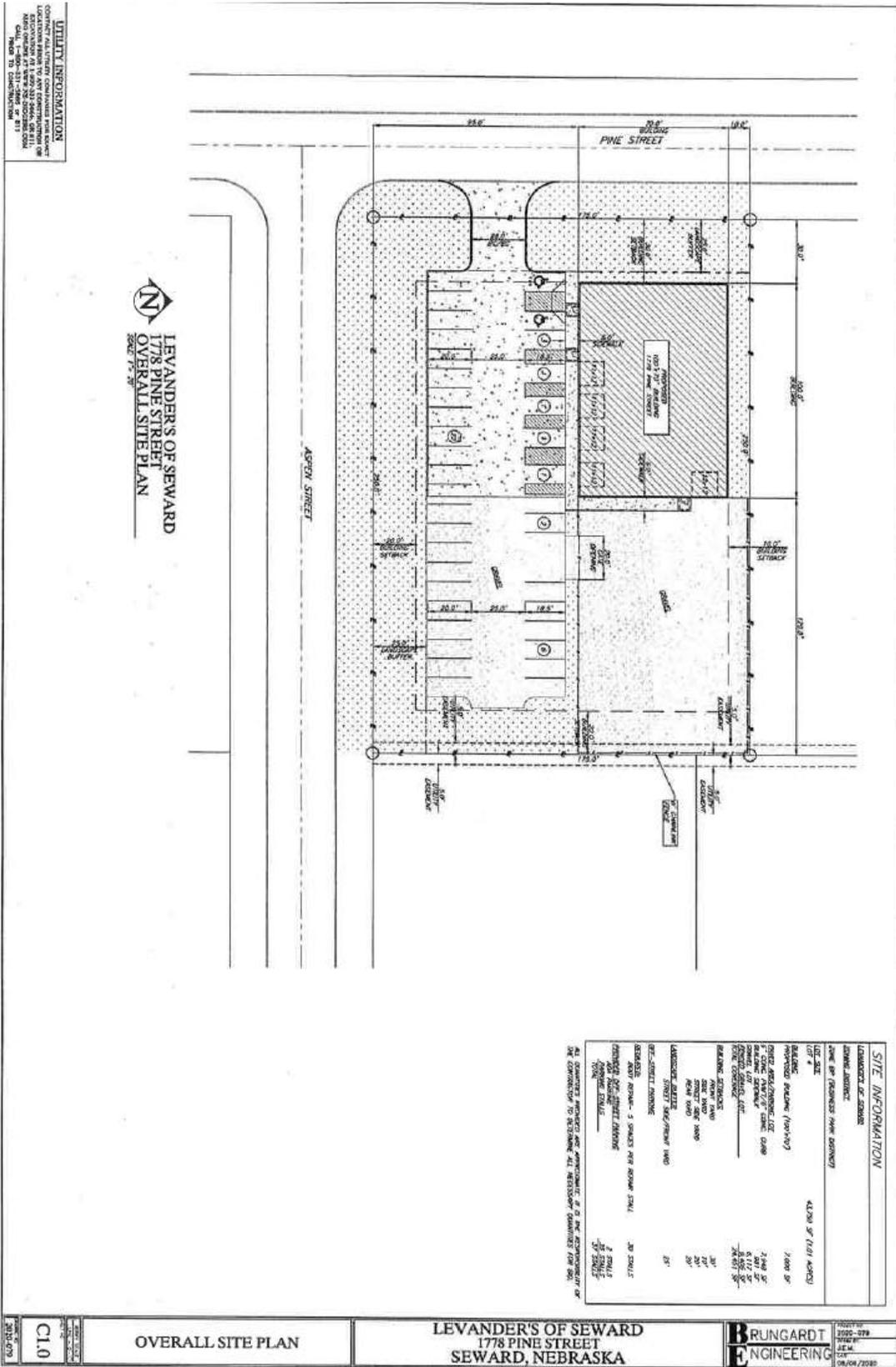


Exhibit "B"

EXHIBIT “C”
Cost Benefit Analysis
(Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the Levander’s Body Shop Redevelopment Project, as described in the Amendment to the Redevelopment Plan to which this cost-benefit analysis is attached, is presented below. The above-referenced project will utilize Tax Increment Financing funds authorized by Neb. Rev. Stat. §18-2147.

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

The taxes generated by the current value of the property shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Project will be captured to pay eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the 15 year tax shift is as follows:

a.	Redevelopment Project Valuation:	\$50,000
b.	Projected Completed Project Assessed Valuation:	\$515,640
c.	Projected Tax Increment Base:	\$465,640
d.	Estimated Tax Levy:	1.733791
e.	Annual Projected Tax Shift:	\$8,073

Note: The Projected Tax Increment 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. The levy rate is assumed to be the 2019 levy rate. There has been no accounting for a partial valuation in the first year of the TIF period. There has been no accounting for incremental growth or change in the tax levy over the 15 year TIF period. There has been no accounting for any annual state property tax credit.

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:

No substantial adverse effects are anticipated on the public infrastructure and community public service needs. All public infrastructure and community public services required to serve the Project exists or will be constructed as part of the Project. A body shop will be constructed on the currently vacant lot, but it is not intended to cause a material effect on the public infrastructure improvements or community public services in the City. The Rail Campus Area has been designated by the City as a target area for commercial growth, and the construction of the Project in the Rail Campus Area will serve the City’s goals and not have a negative impact.

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, the Project should generate immediate tax growth for the City. The business operated on the Project Site should generate immediate sales tax and personal property tax revenue that would otherwise not be produced. The Project will also require and pay for City services. It is not anticipated that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

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

It is anticipated that the Project will have a material positive impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project because the Project will ameliorate conditions of blight which should attract additional redevelopment to the Rail Campus Area.

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:

Similar to the answer provided in Section 3, above, the Project should have a material positive 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. According to the U.S. Bureau of Labor and Statistics' Occupational Employment Statistics, the location quotient for the employment of automotive service technicians and mechanics in the Lincoln MSA (May 2019) was 0.94.² The Project should also encourage business owners to locate and/or relocate along the Highway 15 Corridor, which will allow for further growth of the community. The Rail Campus Area should also increase the workforce and bring additional consumer traffic to the City, which should also benefit other local businesses.

5. Impacts on the student populations of school districts within the City:

It is not anticipated that the Project will have a material adverse impact on the student populations of the school district within the City. The school district should have the capacity to handle any minimal population increase from the Project.

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

It is anticipated that the Project will create 4 full-time jobs. The positions will have competitive salaries for the industry with an average of each employee making \$50,000 to \$60,000. A comprehensive benefits package including healthcare, dental, vision, holiday, retirement, etc., will be available to all full-time employees.

There are no other material impacts determined by the agency relevant to the

² <https://www.bls.gov/oes/current/oes493023.htm#st>. The location quotient is the ratio of the area concentration of occupational employment to the national average concentration. A location quotient greater than one indicates the occupation has a higher share of employment than average, and a location quotient less than one indicates the occupation is less prevalent in the area than average.

consideration of the cost of benefits arising from the Project.

7. Summary of Findings:

The Project will facilitate the development of a blighted and substandard area of the City without the incurrence of significant public cost. Additionally, the Project will increase property tax revenue in the long-term. The benefits outweigh the costs of the proposed Project.

4820-6842-0297, v. 2

C. Presentation and Review of Redevelopment Agreement

REDEVELOPMENT AGREEMENT

(LEVANDER’S BODY SHOP REDEVELOPMENT PROJECT)

This Redevelopment Agreement is made and entered into as of the ____ day of October, 2020, by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and Levander’s of Seward L.L.C., 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 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. Redeveloper’s proposed redevelopment project will consist of the construction a commercial building on the Project Site for use as an auto body repair shop and automotive service center, and other associated improvements on the Project Site, as more particularly described on the attached Exhibit “A”.

F. The CRA has approved 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.

G. CRA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

NOW, THEREFORE, in consideration of the promises 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. “Anticipated Tax Increment” means the Anticipated Tax Increment for this Project as set forth on the attached Exhibit “B”.

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

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

E. “Effective Date” means January 1, 2021.

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

G. “Minimum Project Valuation” means the amount of Five Hundred Fifteen Thousand Six Hundred Forty and No/100 Dollars (\$515,640.00).

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 Project Site and includes 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 July 31, 2021.

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

N. “Redeveloper” means Levander’s of Seward L.L.C., a Nebraska limited liability company.

O. “Redevelopment Area” means 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 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 Seward 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.

R. “TIF Indebtedness” means the sums payable under 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 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.

(d) The costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the CRA and have been found to be in the long-term best interest of the community impacted by the Project.

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska limited liability company in good standing and has the power to enter into this Redevelopment Agreement and perform all obligations contained herein.

(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 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 Redevelopment Agreement by Redeveloper.

(e) Pursuant to Neb. Rev. Stat. § 18-2119, Redeveloper certifies to the CRA that Redeveloper does not intend to file an application with the Nebraska Department of Revenue to receive tax incentives under the Nebraska Advantage Act.

(f) The Project would not be economically feasible without the use of tax increment financing.

(g) The Project would not occur in the Redevelopment Area without the use of tax increment financing.

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 Redevelopment 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 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 the Project Site 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 Seward County Assessor the "Notice to Divide Taxes" on or prior to August 1 in the year of the Effective Date.

Section 3.02 Issuance of TIF Indebtedness.

On or after thirty (30) days following the approval and execution of this Redevelopment Agreement, the CRA shall incur or issue TIF Indebtedness in an amount not to exceed One Hundred Twenty-One Thousand and No/100 Dollars (\$121,000.00), as calculated on the attached and incorporated Exhibit "B". The TIF Indebtedness shall be issued in a TIF Promissory Note in the form attached hereto as Exhibit "E" ("Note"). The TIF Indebtedness shall be purchased by Redeveloper or a lender of Redeveloper. The TIF Indebtedness shall not be a general obligation of the CRA or City which shall issue such Note solely as a conduit. If Redeveloper does not acquire and fund the TIF Indebtedness itself, Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the Note for the TIF Indebtedness. The TIF Indebtedness shall be secured by a pledge or assignment of the Tax Increment or otherwise secured by Redeveloper as required by the lender. The issuance of the TIF Indebtedness may be accomplished by offset so that the Redeveloper retains the TIF Revenues and no bankable currency is exchanged at closing of the TIF Indebtedness and issuance of the Note, except as otherwise provided herein.

Section 3.03 Use of TIF Indebtedness.

The CRA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.02 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the 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 4.03. 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 TIF Indebtedness. Redeveloper shall pay to the CRA the cost of issuance and CRA administration fee at or prior to the issuance of the TIF Note. The Tax Increment, shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

Section 3.04 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 pay TIF Indebtedness issued pursuant to Section 3.02 above.

Section 3.05 Projected TIF Sources and Uses.

In addition to the 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 Evidence of Financial Ability.

Redeveloper shall, no later than ninety (90) days following the execution of this Redevelopment Agreement, provide to the CRA evidence of availability of the specific amount of finances necessary for purposes of carrying out the commitment of Redeveloper in connection with acquisition of the Project Site and construction of the Public Improvements and the Private Improvements. To the extent allowed by law, the CRA agrees to keep said information confidential. Such information shall state the amount and source of liquid assets on hand or immediately available to Redeveloper for use in constructing the Private Improvements; and shall state the amount and source of debt financing which is available, or irrevocably committed, to Redeveloper for use in completing the Private Improvements. Such information shall be provided in a form satisfactory to the CRA, and evidence of loan commitments shall include all of the documents evidencing the loan commitment, acceptance by Redeveloper, the purposes of the loan, the authorized use of loan funds, and all other terms and conditions of the loan commitment, the acceptance, and the loan. Submittal of such financial information in a form satisfactory to the CRA shall be a condition precedent to the requirement of the CRA to proceed with its obligations under this Redevelopment Agreement.

Section 4.02 Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and the Private Improvements 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 "F" from Redeveloper's engineer or architect, or owner's representative. When accepted in writing 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. 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.

Section 4.03 Cost Certification.

Redeveloper shall submit to CRA a certification of Eligible Project Costs in the form of the certification attached hereto as Exhibit "G" ("Eligible Project Costs Certification"), 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 Redevelopment Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper.

The TIF Indebtedness shall not exceed the actual and certified Eligible Project Costs for the Project. In the event that the certified Eligible Project Costs for the Project are less than the TIF Indebtedness, the CRA shall reduce the TIF Indebtedness amount and Redeveloper shall repay to the CRA within ten (10) days of said cost certification any amount in excess of the Eligible Project Costs issued prior to the Eligible Project Costs Certification. If the CRA requests, Redeveloper shall, from time to time, furnish the CRA with satisfactory evidence as to the use and application of the Tax Increment.

Section 4.04 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 4.05 Pay Real Estate Taxes.

(a) Redeveloper has agreed 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 Redevelopment Agreement, Redeveloper, and any successors and assigns, will: (1) not protest a real estate property valuation of the Project Site to a sum less than 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 Redeveloper funds the Note, Redeveloper agrees to forgive any shortfall in repayment of the TIF Indebtedness. If a lender or third party other than Redeveloper funds the Note, Redeveloper shall make semi-annual payments in lieu of taxes (“Deficiency Payments”) to said lender or third party in the amount the Anticipated Tax Increment exceeds the actual Tax Increment. Said Deficiency Payments shall be made within thirty (30) days of written notice from the lender and/or CRA.

Section 4.06 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to the termination of the fifteen (15) year period commencing on the Effective Date 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: (i) any conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises (whether incurred prior to or after the effective date of this Redevelopment Agreement) with the outstanding principal amount of all such indebtedness 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 REDEVELOPMENT PROJECT; ENCUMBRANCES**

Section 5.01 Financing.

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.

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 ninety (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 ninety (90) days of Redeveloper receiving notice thereof.

Section 5.03 Mortgage Financing.

(a) Mortgage Holder Obligations. Each mortgage holder who obtains title to the Project Site or any part thereof as a result of foreclosure or other judicial proceedings or action in lieu thereof (referred to in this section as the “Mortgage Holder”) shall be obligated to require construction and completion of the Private Improvements and the Public Improvements by any person who subsequently obtains title to the Project Site or any part thereof from the Mortgage Holder; provided, however, the Mortgage Holder shall not be obligated by and shall be exempted from those provisions of this Redevelopment Agreement which require construction and completion of the Private Improvements and the Public Improvements. Additionally, no person, including the Mortgage Holder, may devote the Private Improvements and the Public Improvements thereon or any part thereof to any use or construct any improvements thereon other than those uses and improvements provided and permitted in accordance with this Redevelopment Agreement for the term of this Redevelopment Agreement.

(b) Copy of Notice of Default to Mortgagee. Whenever the CRA shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper of its obligations or covenants in this Redevelopment Agreement, the CRA shall, at the same time, forward a copy of such notice or demand to each holder of any mortgage authorized by this Redevelopment Agreement at the last address of such holder as shown in the records of the CRA or as provided by such mortgagee.

(c) Mortgagee’s Option to Cure Defaults. If thirty (30) days after notice or demand with respect to any breach or default, such breach or default remains uncured, each holder shall (and every mortgage instrument made prior to acceptance by the CRA of the Certificate of Completion with respect to any of the Private Improvements or the Public Improvements by Redeveloper or its successors in interest shall so provide) have the right, at its option, to cure or remedy such breach or default within sixty (60) days after notice or demand, and to add the cost thereof to the mortgage debt and the lien of its mortgage. If the mortgage holder commences efforts to cure the default within such period and the default cannot, in the exercise of due

diligence, be cured within such period, the holder shall have the right to diligently continue to cure the default.

(d) Mortgage Rights Applicable to Other Forms of Encumbrance. The rights and obligations of this Redevelopment Agreement relating to mortgages of the Project Site shall apply to any other type of encumbrance on the Project Site, and any of the stated rights, obligations and remedies of any party relating to mortgage foreclosures shall be applicable to procedures under any deed of trust or similar method of encumbrance.

(e) Termination of Provisions. The provisions of this Section 5.03 shall terminate upon acceptance by the CRA of Redeveloper's Certificate of Completion.

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 one hundred twenty (120) days (not including any period covered pursuant to the terms of Section 6.04 below);
- (b) Redeveloper, and/or any 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) Any Deficiency Payment due pursuant to Section 4.05(b) of this Redevelopment Agreement is not paid when due as set forth in Section 4.05(b); or
- (d) There is a transfer of the Project Site or any part thereof in violation this Redevelopment Agreement, and such failure or action by Redeveloper has not been cured within thirty (30) days following written notice from the CRA,

then Redeveloper shall be in default of this Redevelopment Agreement; and if 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 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. Additionally, the CRA may, but is not required to, declare the entire amount due hereunder for the remainder of the TIF period immediately due and payable by Redeveloper, such amount or any portion thereof which may from time to time remain unpaid shall bear interest at a rate of twelve percent (12%) per annum or, if less, the maximum legal rate permitted by law, until all amounts due hereunder are paid in full.

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 thirty (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.

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 shall 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 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 Seward County Register of Deeds. The form of the Memorandum is attached as Exhibit "D" 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: (i) the CRA and/or the City; and (ii) Redeveloper, or any officer, employee, contractor or representative of Redeveloper. 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.

Section 7.05 Document Retention.

Redeveloper shall retain copies of all supporting documents that are associated with the Redevelopment Plan, Project, or this Redevelopment Agreement and that are received or generated by Redeveloper for three (3) years following the end of the last fiscal year in which ad valorem taxes are divided for the Project and provide such copies to the City as needed to comply with the City's retention requirements under

the Act. Supporting documents shall include, but not be limited to, any cost-benefit analysis conducted pursuant to Section 18-2113 of the Act and any invoice, receipt, claim, or contract received or generated by Redeveloper that provides support for receipts or payments associated with the division of taxes.

Section 7.06 Notice to Redeveloper.

For the purpose of any notice requirement set forth in this Redevelopment Agreement, Redeveloper's address shall be:

Levander's of Seward L.L.C.
Attn: Brian Levander
W Old Potash Hwy
Grand Island, NE 68803
Brian.levanders@hotmail.com

[Signature Page Follows]

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

“CRA”
COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____
Bonnie Otte, Secretary

By: _____
Michael Hecker, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ___ day of October, 2020, by Michael Hecker and Bonnie Otte, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Seward, Nebraska, a public body corporate and politic, on behalf of the Authority.

Notary Public

“REDEVELOPER”
LEVANDER’S OF SEWARD L.L.C.,
a Nebraska limited liability company

By: _____
Brian Levander, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ___ day of October, 2020, by Brian Levander, Manager of Levander’s of Seward L.L.C., 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 3, Block A, Replat of Blocks 2 and 3 Seward Rail Campus PUD Original Addition Final Plat and a Portion of the SE ¼ of the SE ¼ of Section 29-T11N-R3E, City of Seward, Seward County, Nebraska.

Includes the following Public Improvements and Private Improvements, which shall be undertaken and completed by Redeveloper.

- (a) **Private Improvements.** The construction a commercial building on the Project Site for use as an auto body repair shop and automotive service center, and other associated improvements on the Project Site. The preliminary site plan for the Private Improvements is attached hereto as Exhibit "A-1" for reference.

- (b) **Public Improvements.** Site acquisition, site preparation, grading, architectural and engineering fees, 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 “B”
TIF INDEBTEDNESS**

1. Projected Base Value: \$50,000
2. Projected Minimum Final Value: \$515,640
3. Projected Incremental Valuation: \$465,640
4. Assumed Tax Levy: 1.733791
5. Anticipated Tax Increment: \$8,073 annually
6. Assumed Interest Rate: 0%
7. TIF Indebtedness:
 - a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$121,000, which is the maximum amount, together with interest accruing thereon, which can be amortized by December 31, 2036, solely from the Tax Increment Revenues based upon the Anticipated Tax Increment.
 - b. **Payments.** Semi-annually commencing when real estate taxes are fully collected for the tax year 2021. The CRA shall utilize all Tax Increment received from the Project to pay debt service on the TIF Indebtedness until the TIF Indebtedness is fully repaid. Provided, however, the CRA does not warrant, represent, or guaranty that the Tax Increment will be sufficient to repay the entire amount of the TIF Indebtedness. The CRA has no obligation to make any payments other than the actual Tax Increment received from the Project.
 - c. **Maturity Date.** On or before December 31, 2036.
 - d. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years, commencing on the Effective Date of January 1, 2021 (2021 taxes paid in 2022) and terminating on December 31, 2035 (2035 taxes due on December 31, 2035 but paid in 2036). Payment of ad valorem taxes in arrears pursuant to customary payments in Nebraska shall not affect the fifteen (15) year TIF period.

Note: All calculations are based on assumptions and estimates of future values that may be different than the values used herein or may vary from year to year.

EXHIBIT "C"
PROJECTED TIF SOURCES AND USES

1. TIF SOURCES:

Assumptions:

Tax Levy	1.733791
Interest Rate	0%
Number of Years	15

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project	\$50,000	\$867
Completed Project	\$515,640	\$8,940
Difference	\$465,640	\$8,073

TIF Calculations:

Annual TIF Amount	\$8,073
TIF Indebtedness	\$121,000
less 3% Admin Fee	(\$3,630)
Approx. Cost of Issuance (actual cost TBD)	(\$6,500)
TIF Available to Redeveloper	\$110,870

2. TIF USES:

Site Acquisition	\$98,437.50
Site Preparation	\$10,000
Grading	\$50,000
Arch. And Eng. Fees	\$20,000
<hr/>	
Total estimated TIF eligible costs:	\$178,437.50

EXHIBIT “D”

After recording please return to:

Bonnie Otte
City of Seward
City Hall, 537 Main Street
Seward, NE 68434

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(Levander’s Body Shop Redevelopment Project)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this ___ day of October, 2020 by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and Levander’s of Seward L.L.C., 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 and the private improvements being made to real property owned by Redeveloper and legally described as:

Lot 3, Block A, Replat of Blocks 2 and 3 Seward Rail Campus PUD Original Addition Final Plat and a Portion of the SE ¼ of the SE ¼ of Section 29-T11N-R3E, City of Seward, Seward County, Nebraska (the “Project Site”).

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CRA of the private improvements to be made by Redeveloper on the Project Site for a period not to exceed fifteen (15) years after the Effective Date set forth in the Redevelopment Agreement. 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 Page Follows]

“CRA”

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____
Bonnie Otte, Secretary

By: _____
Michael Hecker, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ___ day of October, 2020, by Michael Hecker and Bonnie Otte, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Seward, Nebraska, a public body corporate and politic, on behalf of the Authority.

Notary Public

“REDEVELOPER”
LEVANDER’S OF SEWARD L.L.C.,
a Nebraska limited liability company

By: _____
Brian Levander, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ___ day of October, 2020, by Brian Levander, Manager of Levander’s of Seward L.L.C., on behalf of the company.

Notary Public

**EXHIBIT “E”
FORM OF TIF PROMISSORY NOTE**

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, NEBRASKA PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

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

REDEVELOPMENT REVENUE NOTE
(LEVANDER’S BODY SHOP REDEVELOPMENT PROJECT)
SERIES 2020A

Maturity Date	Interest Rate	Original Issuance Date
December 15, 2036	0%	

Registered Holder	Principal Amount
Levander’s of Seward L.L.C.	\$121,0000

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 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. Principal and accrued interest shall be payable in thirty (30) semi-annual installments due June 15, 2022, December 15, 2022, and each June 15 and December 15 thereafter through December 15, 2036, 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 (Levander's Body Shop Redevelopment Project), Series 2020A, aggregating One Hundred Twenty-One Thousand and No/100 Dollars (\$121,000.00) ("Note") in principal amount which has 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 the terms of that certain Redevelopment Agreement between the Issuer and Levander's of Seward L.L.C., a Nebraska limited liability company, for the Levander's Body Shop Redevelopment Project (the "Redevelopment Agreement"), 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 generated by the Project defined in the Redevelopment Agreement (the "Project"). All such revenue has been duly pledged for the purpose of paying this Note.

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, OR 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, OR 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 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 his duly authorized attorney, upon written documentation of transfer satisfactory to the Issuer and the Registrar duly executed by the Registered Holder and the assignee/transferee, together with a purchase letter in a form provided by Issuer and any other documentation required by the Issuer. Prior to the approval of any transfer of this Note, the Registered Holder shall pay all of the Issuer's costs, including attorney's fees, relating to the transfer of the Note. 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 prepayable at any time in whole or in part, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service. 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.

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.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____
Bonnie Otte, Secretary

By: _____
Michael Hecker, Chairman

CERTIFICATE OF AUTHENTICATION

City Treasurer, City of Seward as
Paying Agent and Registrar

By: _____
Authorized Signatory

EXHIBIT "F"
FORM OF CERTIFICATE OF COMPLETION
(Levander's Body Shop Redevelopment Project)

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

Lot 3, Block A, Replat of Blocks 2 and 3 Seward Rail Campus PUD
Original Addition Final Plat and a Portion of the SE ¼ of the SE ¼ of
Section 29-T11N-R3E, City of Seward, Seward County, Nebraska,

that the Private Improvements and Public Improvements required to be constructed by Redeveloper upon the above described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated October __, 2020, 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"

LEVANDER'S OF SEWARD L.L.C.,
a Nebraska limited liability company

By: _____
Brian Levander, Manager

"CRA"

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____
Bonnie Otte, Secretary

By: _____
Michael Hecker, Chairman

EXHIBIT "G"
FORM OF A CERTIFICATION OF ELIGIBLE PROJECT COSTS

Date: _____

Levander's of Seward L.L.C., a Nebraska limited liability company ("Redeveloper"), hereby certifies that it has incurred and paid the Eligible Costs indicated herein, pursuant to the terms of the Redevelopment Agreement between Redeveloper and the Community Redevelopment Authority of the City of Seward. The portion of the Project as indicted herein is substantially completed. Attached hereto are documents substantiating the actual Eligible Costs and payment by Redeveloper.

REDEVELOPMENT ELIGIBLE COSTS

Certified and Requested

Site Acquisition	\$ _____
Site Preparation	\$ _____
Grading	\$ _____
Arch. And Eng. Fees	\$ _____
<hr/>	
Total:	\$ _____ *

***Principal Amount of TIF Indebtedness shall not exceed \$121,000.**

LEVANDER'S OF SEWARD L.L.C.,
a Nebraska limited liability company

By: _____
Brian Levander, Manager

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

Approved the by Chairman of the CRA:

Michael Hecker, Chairman

D. Resolution Approving the Redevelopment Plan Amendment and Adopting a Cost Benefit Analysis for the Redevelopment Project

CITY OF SEWARD, NEBRASKA
RESOLUTION NO. _____

(Amendment to Redevelopment Plan–Levander’s Body Shop Redevelopment 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 THE LEVANDER’S BODY SHOP REDEVELOPMENT PROJECT.

RECITALS

A. The Community Redevelopment Authority of the City of Seward (“CRA”) has recommended that the Redevelopment Plan for the City of Seward, 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 identified as the Levander’s Body Shop 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 18-2115.01, and Nebraska law.

G. On October 20, 2020, the City Council held a public hearing relating to the question of whether the Redevelopment Plan Amendment 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 attached to the Redevelopment Plan Amendment, 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 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 FURTHER 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.

Dated this 20th day of October, 2020.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

- E. Resolution Approving the Redevelopment Plan Agreement for a Redevelopment Project Including the Issuance of TIF Indebtedness for the Redevelopment Project and Other Such Actions Under the Community Development Law

CITY OF SEWARD, NEBRASKA

RESOLUTION # _____

(Redevelopment Agreement – Levander’s Body Shop Redevelopment Project)

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

RECITALS

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

B. The Redevelopment Plan, as amended, includes a specific redevelopment project identified as the Levander’s Body Shop Redevelopment Project that will include the use of Tax Increment Financing (the “Project”).

C. On October 14, 2020, the CRA approved the Redevelopment Agreement for the Project.

D. The City Council 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 Levander’s of Seward, L.L.C. which is on file with the City Clerk and available for public inspection, 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 as 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 20th day of October, 2020.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

2. Public Hearing - 7:00 PM - Ordinance Re-zoning Property (2581 Bluff Rd) from AG Agricultural Use District to R-2 Residential Use District - Bldg/Zoning & Code Enf Director Dworak

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that public hearings will be held by the Planning Commission of the City of Seward, Seward County, Nebraska on Monday, October 12, 2020 at 7:30 p.m. and the City Council of the City of Seward, Seward County, Nebraska on Tuesday, October 20, 2020 at 7:00 p.m., in the East & West Basement of the Seward Civic Center at 616 Bradford Street, Seward, Nebraska.

Said public hearing will be to review a Re-zoning application for the following property from AG Agricultural Use District to R-2 Residential Use District.

Legal Description:

A tract of land located in the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 22, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska and more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter of said Section 22 THENCE in an Easterly direction, along the North line of the Northeast Quarter of said Section 22, on an assumed bearing of South 89 degrees 55 minutes 29 seconds East for a distance of 568.61 feet,
THENCE South 04 degrees 29 minutes 13 seconds West for a distance of 1320.38 feet to a point on the South line of the Northwest Quarter of the Northeast Quarter of said Section 22
THENCE North 89 degrees 44 minutes 42 seconds West, along the South line of the Northwest Quarter of the Northeast Quarter of said Section 22, for a distance of 300.00 feet
THENCE North 00 degrees 00 minutes 00 seconds East for a distance of 1170.00 feet
THENCE North 76 degrees 48 minutes 23 seconds West for a distance of 200.61 feet
THENCE North 00 degrees 00 minutes 00 seconds East for a distance of 100.00 feet to a point on the North line of the Northeast Quarter of the Northwest Quarter of said Section 22
THENCE South 89 degrees 55 minutes 29 seconds East, along the North line of the Northeast Quarter of the Northwest Quarter of said Section 22, for a distance of 30.00 feet to the Point of Beginning

All persons interested may appear and be heard.

Tim Dworak
Building/Zoning Code Enforcement Director

Published: September 30, 2020
Provide POP

ORDINANCE NO. 2020-

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO R-2 URBAN RESIDENTIAL MODERATE-DENSITY DISTRICT; SPECIFICALLY, TRACTS OF LAND SOUTH OF BLUFF ROAD AND EAST OF CONCORDIA COLLEGE; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. PROPERTY REZONED. The following described property located within Extra Territorial Jurisdiction of the City of Seward, Nebraska is hereby rezoned from "AG Agricultural District, to R-2 Urban Residential Moderate-Density District" to wit:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 22 THENCE IN AN EASTERLY DIRECTION, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 55 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 568.61 FEET, THENCE SOUTH 04 DEGREES 29 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 1320.38 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, THENCE NORTH 89 DEGREES 44 MINUTES 42 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, FOR A DISTANCE OF 300.00 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 1170.00 FEET, THENCE NORTH 76 DEGREES 48 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 200.61 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22, THENCE SOUTH 89 DEGREES 55 MINUTES 29 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22, FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

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

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

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

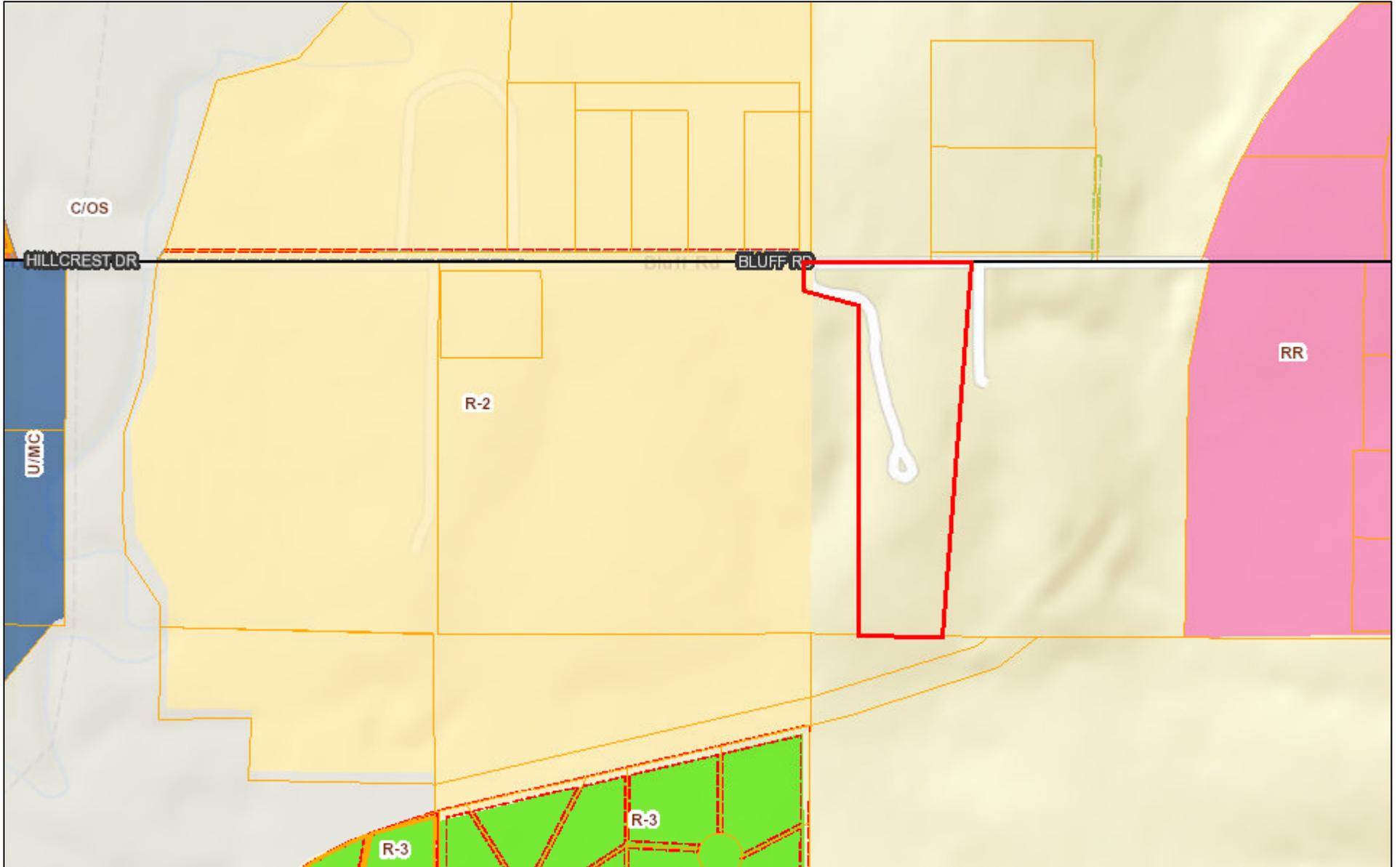
Passed and approved this _____ day of _____,
2020.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

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

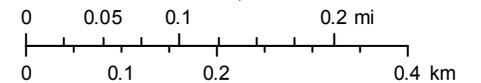


October 1, 2020
09:43 AM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:7,857

- Streets
- Parcels
- Subdivisions



3. Public Hearing - 7:00 PM - Ordinance Approving the Preliminary and Final Plat of Seward Rail Campus PUD 1st Addition - Bldg/Zoning & Code Enf Director Dworak

Return to:
City Clerk
City of Seward
Seward, NE 68434

ORDINANCE NO. 2020-

AN ORDINANCE TO APPROVE THE FINAL PLAT ENTITLED "SEWARD RAIL CAMPUS PUD 1ST ADDITION", AS HEREINAFTER SET FORTH, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., CITY OF SEWARD, SEWARD COUNTY, NEBRASKA; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR AN EFFECTIVE DATE HEREOF AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

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

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M. SEWARD COUNTY, NEBRASKA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 29, THENCE N88°23'26"E, ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 1315.96 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE S01°19'55"E, ON SAID WEST LINE, A DISTANCE OF 1323.24 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THENCE N88°26'11"E, ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 570.85 FEET TO THE WEST RIGHT OF WAY LINE OF PINE STREET; THENCE S01°14'49"E, ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 59.56 FEET; THENCE N88°26'11"E, PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 676.34 FEET TO THE WESTERLY RIGHT OF WAY OF NEBRASKA HIGHWAY 75; THENCE S01°33'49"E, ON THE WESTERLY RIGHT OF WAY OF NEBRASKA HIGHWAY 75, A DISTANCE OF 164.73 FEET; THENCE S88°26'11"W ON SAID RIGHT OF WAY, A DISTANCE OF 15.00 FEET; THENCE S01°09'08" E ON SAID RIGHT OF WAY, A DISTANCE OF 800.00 FEET TO THE NORTH LINE OF A PROPERTY OWNED BY HILLCREST EVANGELICAL FREE CHURCH INC.; THENCE S88°54'14" W ON SAID NORTH LINE, A DISTANCE OF 108.70 FEET; THENCE N34°42'35"W ON SAID NORTH LINE, A DISTANCE OF 127.44 FEET; THENCE S88°39'15"W ON SAID NORTH LINE, A DISTANCE OF 465.97 FEET TO THE NORTHWEST CORNER OF A PROPERTY OWNED BY HILLCREST EVANGELICAL FREE CHURCH, INC; THENCE S01°19'03"E ON THE WEST LINE OF A PROPERTY OWNED BY HILLCREST EVANGELICAL FREE CHURCH, INC, A DISTANCE OF 408.80 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER; THENCE S88°28'56"W, ON SAID SOUTH LINE, A DISTANCE OF 1900.55 FEET TO THE SOUTH QUARTER CORNER;

THENCE N01°20'55"W, ON THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2644.39 FEET BACK TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 110.78 ACRES MORE OR LESS.

Section 2. Plat Designated. The plat of said real estate is hereby designated as "Seward Rail Campus PUD 1st Addition, City of Seward, Seward County, Nebraska."

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

Section 4. Repeal. Ordinance No. 2020-14 and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. Pamphlet form; publication; when operative. This Ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval and publication as provided by law and City Ordinance.

Passed and approved this _____ day of _____, 2020.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Attest:

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that public hearings will be held by the Planning Commission of the City of Seward, Seward County, Nebraska on Monday, October 12, 2020 at 7:30 p.m. and the City Council of the City of Seward, Seward County, Nebraska on Tuesday, October 20, 2020 at 7:00 p.m. in the East & West Basement of the Seward Civic Center at 616 Bradford Street Seward, Nebraska.

Said public hearings will be to review a Preliminary and Final Plat of SEWARD RAIL CAMPUS PUD 1ST ADDITION.

The area which is the subject of this notice and of the public hearings is described as follows.

FOLLOWING LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M. SEWARD COUNTY, NEBRASKA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 29, THENCE N88°23'26"E, ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 1315.96 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE S01°19'55"E, ON SAID WEST LINE, A DISTANCE OF 1323.24 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THENCE N88° 26'11"E, ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 570.85 FEET TO THE WEST RIGHT OF WAY LINE OF PINE STEET; THENCE S01°14'49"E, ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 59.56 FEET; THENCE N88°26'11"E, PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 676.34 FEET TO THE WESTERLY RIGHT OF WAY OF NEBRASKA HIGHWAY 75; THENCE S01° 33'49"E, ON THE WESTERLY RIGHT OF WAY OF NEBRASKA HIGHWAY 75, A DISTANCE OF 164.73 FEET; THENCE S88°26'11"W ON SAID RIGHT OF WAY, A DISTANCE OF 15.00 FEET; THENCE S01°09'08" E ON SAID RIGHT OF WAY, A DISTANCE OF 800.00 FEET TO THE NORTH LINE OF A PROPERTY OWNED BY HILLCREST EVANGELICAL FREE CHURCH INC.; THENCE S88°54'14" W ON SAID NORTH LINE, A DISTANCE OF 108.70 FEET; THENCE N34°42'35"W ON SAID NORTH LINE, A DISTANCE OF 127.44 FEET; THENCE S88°39'15"W ON SAID NORTH LINE, A DISTANCE OF 465.97 FEET TO THE NORTHWEST CORNER OF A PROPERTY OWNED BY HILLCREST EVANGELICAL FREE CHURCH INC; THENCE S01° 19'03"E ON THE WEST LINE OF A PROPERTY OWNED BY HILLCREST EVANGELICAL FREE CHURCH INC, A DISTANCE OF 408.80 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER; THENCE S88°28'56"W, ON SAID SOUTH LINE, A DISTANCE OF 1900.55 FEET TO THE SOUTH QUARTER CORNER; THENCE N01°20'55"W, ON THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2644.39 FEET BACK TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 110.78 ACRES MORE OR LESS.

All persons interested may appear and be heard.

Tim Dworak
Building/Zoning Code Enforcement Director

Published: September 30, 2020
Provide POP

4. Public Hearing - 7:00 PM - Ordinance Approving Text Amendment to the City of Seward Unified Land Development Ordinance (ULDO); Article 29 FP/FW Floodplain/Floodway Overlay District (First Reading) - Bldg/Zoning & Code Enf Director Dworak

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that public hearings will be held by the Planning Commission of the City of Seward, Seward County, Nebraska on Monday, October 12, 2020 7:30 p.m. and the City Council of the City of Seward, Seward County, Nebraska on Tuesday, October 20, 2020 at 7:00 p.m. in the East & West Basement of the Seward Civic Center at 616 Bradford Street Seward, Nebraska.

Said public hearings will be to review a Text Amendment to the City of Seward Unified Land Development Ordinance; Article 29 FP/FW Floodplain/Floodway Overlay District.

All persons interested may appear and be heard.

Tim Dworak
Building/Zoning Code Enforcement Director

Published: September 30, 2020
Provide POP

ORDINANCE NO. 2020-

AN ORDINANCE TO REPEAL AND REPLACE THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 29 FP/FW FLOODPLAIN/FLOODWAY OVERLAY DISTRICT; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

SECTION 1. That Chapter 410 Article 29 of the Municipal Code of the City of Seward is hereby repealed and replaced as follows:

410-29.1. Statutory Authorization.

- A. The Legislature of the State of Nebraska has delegated the responsibility to local governmental units to adopt zoning regulations designed to protect the public health, safety, general welfare, and property of the people of the state. The Legislature, in *Nebraska Revised Statutes* Sections 31-1001 to 31-1023 (as amended), has further assigned the responsibility to adopt, administer, and enforce floodplain management regulations to the county, city, or village with zoning jurisdiction over the floodprone area.

410-29.1.2. Findings of Fact.

- A. Flood Losses Resulting from Periodic Inundation. The flood hazard areas of Seward, Nebraska are subject to inundation that results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- B. General Causes of the Flood Losses. These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities as well as the occupancy of flood hazard areas by uses vulnerable to floods or hazardous to others that are inadequately elevated or otherwise unprotected from flood damages.

410-29.1.3. Statement of Purpose.

It is the purpose of this code to promote the public health, safety, and general welfare and to minimize those losses described in Section 410-29.1.2 by applying the provisions of this code to:

- A. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities.
- B. Require that uses vulnerable to floods, including public facilities that service such uses, be provided with flood protection at the time of initial construction.

- C. Reduce financial burdens from flood damage bore by the community, its governmental units, is residents and its businesses by preventing excessive and unsafe development in areas subject to flooding.
- D. Assure that eligibility is maintained for property owners in the community to purchase flood insurance from the National Flood Insurance Program.

410-29.1.4. Adherence to regulations.

The regulations of this code are in compliance with the National Flood Insurance Program Regulations as published in Title 44 of the Code of Federal Regulations and the Nebraska Minimum Standards for Floodplain Management Programs as published in the Nebraska Administrative Code Title 455, Chapter 1.

410-29.2.1. Lands to which ordinance applies.

This code shall apply to all lands within the jurisdictions of the City of Seward identified on the Flood Insurance Rate Map (FIRM) panels 31159C0150D, 31159C0161D, 31159C0162D, 31159C0163D, 31159C0164D, 31159C0175D, 31159C0250D, and 31159C0275D dated May 1, 2020 and within the Zoning Districts FW and FF established in Section 410-29.3.0 of this code. In all areas covered by this code, no development permit to develop, granted by the floodplain administrator or the governing body under such safeguards and restrictions as the city council or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community and where specifically noted in Sections 410-29.4. and 410-29.5.

410-29.2.2. Rules for Interpretation of district boundaries.

The boundaries of the floodway and the flood fringe overlay districts shall be determined by scaling distances on the official zoning map of on the effective Flood Insurance Rate Map. Where interpretation is needed to the exact location of the boundaries of the districts as shown on the zoning or the other community map, the floodplain administrator shall make the necessary interpretation. In such cases where the interpretation is contested, the Zoning Board of Adjustment will resolve the dispute. The regulatory flood elevation for the point in question shall be the governing factor in locating the district boundary on the land. The person contesting the location of the district boundary shall be given a reasonable opportunity to present their case to the Zoning Board of Adjustment and to submit their own technical evidence, if so desired.

410-29.2.3. Compliance

Within identified floodplains of this community, no development shall be located, extended, converted, or structurally altered

without full compliance with the terms of this code and other applicable regulations.

410-29.2.4. Abrogation and greater restrictions.

This code does not intend to repeal, abrogate, or impair any existent easements, covenants or deed restrictions. However, where this code imposes greater restrictions, the provision of this code shall prevail. All other codes inconsistent with this code are hereby repealed to the extent of the inconsistency only.

410-29.2.5. Interpretation.

In their interpretation and application, the provisions of this code shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation of repeal of any other powers granted by state statutes.

410-29.2.6. Warning and disclaimer of liability.

The degree of flood protection required by this code is considered reasonable for regulator purposes and is based on engineering and scientific methods of study. Larger floods may occur or the flood height may be increased by manmade or natural causes, such as ice jams and bridge openings restricted by debris. This code does not imply that areas outside floodway and flood fringe district boundaries or land uses permitted within such districts will be free from flooding or flood damage. This code shall not create liability on the part of City of Seward or any officer or employee thereof for any flood damages that may result from reliance on this code or any administrative decision lawfully made thereunder.

410-29.2.7. Severability.

If any section, clause, provision, or portion of this code is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this code shall not be affected thereby.

410-29.3. Establishment of zoning districts.

Along watercourses where a floodway has been established, the mapped floodplain areas are hereby divided into the two following districts: a floodway overlay district (FW) and a flood fringe overlay district (FF) as identified in the Flood Insurance Study date May 1, 2020 and on accompanying FIRM panels as established in Section 410-29.2.1. The flood fringe overlay district shall correspond to flood zones A, AE, A1-30, AH, AO, AR, A99, and floodway areas in Zone AE that are identified on FIRM panels. The floodway overlay district shall correspond to the floodway areas in Zone AE that are identified on the FIRM panels. Within these districts, all uses not meeting the standards of this code and those standards of the underlying zoning district shall be prohibited.

410-29.4. Floodplain management administration

410-29.4.1. Designation of floodplain administrator

The flood administrator, as appointed by the Mayor and approved by the City Council of the community is hereby designated as the community's local floodplain administrator. The floodplain administrator is authorized and directed to administer, implement and enforce all provisions of the ordinance. If the local floodplain administrator position is unfilled, the City Administrator shall assume the duties and responsibilities herein.

410-29.4.2. Permits required

A floodplain development permit shall be required before any development, construction, or substantial improvement is undertaken. No person, firm, corporation, government agency, or other entity shall initiate any floodplain development without first obtaining a floodplain development permit.

410-29.4.3. Duties of the floodplain administrator

- A. Duties of the floodplain administrator shall include, but not be limited to the following:
- i. Review, approve, or deny all applications for floodplain development permits.
 - ii. Review all development permit applications to assure that sites are reasonably safe from flooding and that the permit requirements of this code have been satisfied.
 - iii. Review application for proposed development to assure that all necessary permits have been obtained from those federal, state, or local government agencies from which prior approval is required.
 - iv. Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding.
 - v. Notify adjacent communities and the Nebraska Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency.
 - vi. Assure that maintenance is provided within the altered or relocated portion of the watercourse so that the flood carrying capacity is not diminished.
 - vii. Verify, record, and maintain record of the actual elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures in the floodplain.
 - viii. Verify, record, and maintain record of the actual elevation (in relation to mean sea level) to which all new or substantially improved structures have been floodproofed.

- ix. Verify, record, and maintain record of all improved or damaged structures to ensure compliance with standards in applicable sections. Track value of improvements and market value with permits. Also, ensure consistent market value estimations to evaluate against damaged or improved values.
- x. Ensure comprehensive development plan as amended is consistent with this code.
- xi. In the event the floodplain administrator discovers work done that does not comply with applicable laws or codes, the floodplain administrator shall revoke the permit and work to correct any possible violation in accordance with this code.

410-29.4.4 Application for permit and demonstration of compliance.

- A. To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every such application shall:
 - i. Identify and describe the proposed development and estimated cost to be covered by the floodplain development permit.
 - ii. Describe the land on which the proposed development is to be done by lot, block, tract, and house and streets address, or similar description that will readily identify and definitely locate the proposed building or development.
 - iii. Indicate the use or occupancy for which the proposed development is intended.
 - iv. Be accompanied by plans and specifications for proposed construction.
 - v. Be signed by the permittee and authorized agent who may be required to submit evidence to indicate such authority.
- B. If any proposed development is located entirely or partially within a floodplain, applicants shall provide all information in sufficient detail and clarity to enable the floodplain administrator to determine that:
 - i. All such proposals are consistent with the need to minimize flood damage;
 - ii. All utilities and facilities such as sewer, gas, water, electrical, and other systems are located and constructed to minimize or eliminate flood damage;
 - iii. Structures will be anchored to prevent flotation, collapse, or lateral movement;
 - iv. Construction materials are flood resistant;
 - v. Appropriate practices to minimize flood damage have been utilized; and

- vi. Electrical, heating, ventilation, air conditioning, plumbing, and any other service facilities have been designed and located to prevent entry of floodwaters.
- C. For all new and substantially improved structures, an elevation certificate based upon the finished construction certifying the elevation of the lowest floor, including basement, and other relevant building components shall be provided to the floodplain administrator and be completed by a licensed surveyor, engineer, or architect.
- D. When floodproofing is utilized for an applicable structure, a floodproofing certificate shall be provided to the floodplain administrator and be completed by a licensed professional engineer or architect.
- E. For all development proposed in the floodway, no-rise certification shall be provided to the floodplain administrator and be completed by a licensed professional engineer.
- F. Any other such information as reasonably may be required by the floodplain administrator shall be provided.

410-29.4.5. Flood data required

- A. All Zone A areas on the FIRM are subject to inundation of the base flood; however, the base flood elevations are not provided. Zone A areas shall be subject to all development provisions of this code. If Flood Insurance Study data is not available, the community shall utilize any base flood elevation or floodway data currently available from federal, state, or other sources, including from a study commissioned by the applicant pursuant to best technical practices.
- B. Until a floodway has been designated, no development or substantial improvement may be permitted within the floodplain unless the applicant has demonstrated that the proposed development or substantial improvement, when combined with all other existing and reasonably anticipated developments or substantial improvements, will not increase the water surface elevation of the base flood more than one (1) foot at any location as shown in the Flood Insurance Study or on base flood elevation determinations.

410-29.4.6 Variances and appeals

Variance and appeals procedures

- A. The Zoning Board of Adjustment as established by City of Seward shall hear and decide appeals and requests for variances from the requirements of this code.
- B. The Zoning Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this code.

- C. Any person aggrieved by the decision of the Zoning Board or any taxpayer may appeal such decision to the District Court as provided in Nebraska Revised Statutes Section 23-168 (for counties) and Nebraska Revised Statutes Section 19-192 (for municipalities).
- D. In evaluating such appeals and requests, Zoning Board of Adjustment shall consider technical evaluation, all relevant factors, standards specified in other sections of this code, and:
- i. The danger to life and property due to flooding or erosion damage;
 - ii. The danger that materials may be swept onto other lands to the injury of others;
 - iii. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner, future owners, and neighboring properties;
 - iv. The importance of the services provided by the proposed facility to the community;
 - v. The necessity of the facility to have a waterfront location, where applicable;
 - vi. The availability of alternative locations that are not subject to flooding or erosion damage for the proposed use;
 - vii. The compatibility of the proposed use with existing and anticipated development;
 - viii. The relationship of the proposed use to the comprehensive plan and the floodplain management program for that area;
 - ix. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - x. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and,
 - xi. The costs of providing government services during and after flood conditions including emergency management services and maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, streets, and bridges.

Conditions for variances

- A. Variances shall only be issued upon a showing of good and sufficient cause and also upon a determination that failure to

grant the variance would result in an exceptional hardship to the applicant.

- B. Variances shall only be issued based upon a determination that the granting of a variance will not result in increased flood heights.
- C. Variances shall only be issued based upon a determination that the granting of a variance will not result in additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or codes.
- D. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items E-I below have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
- E. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure on the National Register of Historic Places and the variance is the minimum necessary to preserve the historic character and design of the structure.
- F. Variances shall not be issued within any designated floodway if any increase in water surface elevations along the floodway profile during the base flood discharge would result.
- G. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- H. The applicant shall be given a written notice over the signature of a community that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and also that such construction below the base flood elevation increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this code.
- I. All requests for variances and associated actions and documents, including justification for their issuance, shall be maintained by the community.

410-29.4.7 Enforcement

A. Violations

Failure to obtain a floodplain development permit or the failure of a structure or other development to be fully compliant with the provisions of this code shall constitute a violation. A structure or other development without a

floodplain development permit, elevation certificate, certification by a licensed professional engineer of compliance with these regulations, or other evidence of compliance is presumed to be in violation until such time as documentation is provided.

B. Notices

When the floodplain administrator or other authorized community representative determines, based on reasonable grounds, that there has been a violation of the provisions of this code, the floodplain administrator shall give notice of such alleged violation as hereinafter provided. Such notice shall:

- i. Be in writing;
- ii. Include an explanation of the alleged violation;
- iii. Allow a reasonable time for the performance of any remedial act required;
- iv. Be served upon the property owner or their agent as the case may require; and
- v. Contain an outline of remedial actions that, if taken, will bring the development into compliance with the provisions of this code.

C. Penalties

- i. Violation of the provisions of this code or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or special exceptions) shall constitute a misdemeanor. Any person, firm, corporate, or other entity that violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.
- ii. The imposition of such fines or penalties for any violation or non-compliance with this code shall not excuse the violation or non-compliance or allow it to continue. All such violations or non-compliant actions shall be remedied within an established and reasonable time.
- iii. Nothing herein contained shall prevent the City of Seward or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation.

410-29.5. Standards for floodplain development

410-29.5.1. General provisions

A. Alteration or relocation of a watercourse

- i. A watercourse or drainway shall not be altered or relocated in any way that in the event of a base

flood or more frequent flood will alter the flood carrying characteristics of the watercourse or drainway to the detriment of upstream, downstream or adjacent locations.

- ii. No alteration or relocation shall be made until all adjacent communities that may be affected by such action and the Nebraska Department of Natural Resources have been notified and all applicable permits obtained. Evidence of such notification shall be submitted to the Federal Emergency Management Agency.

B. Encroachments

- i. When proposing to permit any of the following encroachments, the standards in Section 410-29.5.1 (B) (ii) shall apply:

- a. Any development that will cause a rise in the base flood elevations within the floodway; or
- b. Any development in Zones A, A1-30, and Zone AE without a designated floodway that will cause a rise of more than one foot in the base flood elevation; or
- c. Alteration or relocation of a stream; then

- ii. The applicant shall:

- a. Apply to FEMA for conditional approval of such action via the Conditional Letter of Map Revision process (as per Title 44 of the Code of Federal Regulations, Chapter 1, Part 65.12) prior to the permit for the encroachments; and
- b. Supply the fully approved package to the floodplain administrator including any required notifications to potentially affected property owners.

C. Floodway Overlay District

- i. Standards for the Floodway Overlay District

- a. New structures for human habitation are prohibited.
- b. All encroachments, including fill, new construction, substantial improvements, and other development must be prohibited unless certification by a registered professional engineer or architect is provided demonstrating that the development shall not result in any

increase in water surface elevations along the floodway profile during the occurrence of the base flood discharge. These developments are also subject to all the standards of Section 5.

- c. In Zone A areas, obtain, review, and reasonably utilize any flood elevation and floodway data available through federal, state, or other sources, including studies done under Section 5.3 (H) "Subdivisions", in meeting the standards of this section.
- ii. Only uses having a low flood-damage potential and not obstructing flood flows shall be allowed within the Floodway Overlay District to the extent that they are not prohibited by any other ordinance. The following are recommended uses for the Floodway Overlay District:
- a. Agricultural uses such as general farming, pasture, nurseries, and forestry
 - b. Residential uses such as lawns, gardens, parking, and play areas
 - c. Nonresidential uses such as loading areas, parking, and airport landing strips
 - d. Public and private recreational uses such as golf courses, archery ranges, picnic grounds, parks, and wildlife and nature preserves.

410-29.5.2. Elevation and Floodproofing Requirements

A. Residential Structures

- i. In Zones A, AE, A1-30, and AH, all new construction and substantial improvements shall have the lowest floor, including basement, elevated to or above one (1) foot above the base flood elevation.
- ii. In Zone AO, all new construction and substantial improvements shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as one (1) foot above the depth number specified in feet on the FIRM or, if no depth number is specified on the FIRM, at least as high as three (3) feet.
- iii. In the floodway, new structures for human habitation are prohibited.

B. Nonresidential Structures

- i. In Zones A, AE, A1-30, and AH, all new construction and substantial improvements shall have the lowest floor, including basement, elevated to or above one (1) foot above the base flood elevation or, together with attendant utility and sanitary facilities, floodproofed so that below one (1) foot above the base flood elevation:
 - a. The structure is watertight with walls substantially impermeable to the passage of water and
 - b. The structure has structural components with the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A floodproofing certificate shall be provided to the floodplain administrator as set forth in Section 410-29.4.0.

- ii. In Zone AO, all new construction and substantial improvements shall have the lowest floor elevated above the highest adjacent grade at least as high as one (1) foot above the depth number specified in feet on the FIRM or, if no depth number is specified on the FIRM, at least as high as three (3) feet; or, together with attendant utility and sanitary facilities, floodproofed so that below one (1) foot above the base flood elevation:
 - a. The structure is watertight with walls substantially impermeable to the passage of water and
 - b. The structure has structural components with the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A floodproofing certificate shall be provided to the floodplain administrator as set forth in Section 410-29.4.0.

C. Space Below Lowest Floor

- i. Fully enclosed areas below the lowest floor (excluding basements) and below the base flood elevation shall be used solely for the parking of vehicles, building access, or limited storage of readily removable items.

- ii. Fully enclosed areas below the lowest floor (excluding basements) and below the base flood elevation shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - a. A minimum of two openings having a net total area of not less than one (1) square inch for every one (1) square foot of enclosed space,
 - b. The bottom of all openings shall not be higher than one (1) foot above grade, and
 - c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they allow the automatic entry and exit of floodwaters.
- D. Appurtenant Structures
 - i. Structures accessory to a principal building may have the lowest floor below one foot above base flood elevation provided that the structure complies with the following requirements:
 - a. The structure shall not be used for human habitation.
 - b. The use of the structure must be limited to parking of vehicles or storage of items readily removable in the event of a flood warning.
 - c. The floor area shall not exceed 400 square feet.
 - d. The structure shall have a low damage potential.
 - e. The structure must be adequately anchored to prevent flotation, collapse, or other lateral movement.
 - f. The structure shall be designed to automatically provide for the entry and exit of floodwaters for the purpose of equalizing hydrostatic forces. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - 1. A minimum of two openings having a net area of not less than one (1) square inch for every one (1) square foot of enclosed space,
 - 2. The bottom of all openings shall not be higher than one (1) foot above grade, and

3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they allow the automatic entry and exit of floodwaters.
- g. No utilities shall be installed except electrical fixtures in the structure, which must be elevated or floodproofed to one (1) foot above base flood elevation.
 - h. The structure shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
 - i. If the structure is converted to another use, it must be brought into full compliance with the minimum standards governing such use.
- E. Manufactured Homes
- i. Within any floodplain, manufactured homes shall be prohibited.
- F. Existing Structures
- i. The provisions of this ordinance do not require any changes or improvements to be made to lawfully existing structures. However, when an improvement is made to a structure in the floodplain, a floodplain development permit is required and the provisions of 410-29.5.2 (G) (ii-iv) shall apply.
 - ii. Any addition, alteration, reconstruction, or improvement of any kind to an existing structure where the costs of which would equal or exceed fifty (50) percent of the pre-improvement market value shall constitute a substantial improvement and shall fully comply with the provisions of this code.
 - iii. Any addition, alteration, reconstruction, or improvement of any kind to an existing structure in the floodway shall comply with the provisions of 410-29.5.1 (C).
 - iv. Any addition, alteration, reconstruction, or improvement of any kind to an existing structure that will change the compliance requirements of the building shall require applicable documentation including an elevation certificate, floodproofing certificate, or no rise certification.

410-29.5.3. DESIGN AND CONSTRUCTION STANDARDS

- A. Within any floodplain, the use of fill shall be prohibited.
- B. Anchoring

- i. All buildings or structures shall be firmly anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

C. Building Materials and Utilities

- i. All buildings or structures shall be constructed with materials and utility equipment resistant to flood damage. All buildings or structures shall also be constructed by methods and practices that minimize flood and flood-related damages.
- ii. All buildings or structures shall be constructed with electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

D. Drainage

- i. Within Zones AO and AH, adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures.

E. Water Supply and Sanitary Sewer Systems

- i. All new or replacement water supply and sanitary sewer systems shall be located, designed, and constructed to minimize or eliminate flood damages to such systems and the infiltration of floodwaters into the systems.
- ii. All new or replacement sanitary sewage systems shall be designed to minimize or eliminate discharge from the system into floodwaters.
- iii. On-site waste disposal systems shall be located and designed to avoid impairment to them or contamination from them during flooding.

F. Other Utilities

- i. All other utilities such as gas lines, electrical, telephone, and other utilities shall be located and constructed to minimize or eliminate flood damage to such utilities and facilities.

G. Storage of Materials

- i. The storage or processing of materials that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is

prohibited.

- ii. The storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

H. Recreational Vehicles

- i. Recreational vehicles to be placed on sites within the floodplain shall:
 - a. Be on site for fewer than 180 consecutive days;
 - b. Be fully licensed and ready for highway use, which shall mean it is on its wheels or jacking system, is attached to the site by only quick-disconnect type utilities and security devices, and no permanently attached additions; or

I. Subdivisions

- i. Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, shall require assurance that:
 - a. All such proposals are consistent with the need to minimize flood damage;
 - b. All public utilities and facilities such as sewer, gas, electrical, and water systems are located, elevated, and constructed to minimize or eliminate flood damage;
 - c. Adequate drainage is provided so as to reduce exposure to flood hazards; and
 - d. Proposals for development (including proposals for manufactured home parks and subdivisions) of five (5) acres or fifty (50) lots, whichever is less, where base flood elevation data are not available, shall be supported by hydrologic and hydraulic analyses that determine base flood elevations and floodway information. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for Conditional Letters of Map Revision and a Letters of Map Revision.

410-29.6.0. Nonconforming use

- A. A structure or use of a structure or premises that was lawful before the passage or amendment of this code, but that is not in conformity with the provisions of this code may be continued subject to the following conditions:
 - i. If such use is discontinued for 6 consecutive months, any future use of the building premises shall conform to this code. The Utility Department shall notify the

floodplain administrator in writing of instances of nonconforming uses where utility services have been discontinued for a period of 6 months.

- B. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than 50% of the market value of the structure before the damage occurred except that if it is reconstructed in conformity with the provisions of this code. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, or safety code or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, provided that the alteration shall not preclude its continued designation.

410-29.7.0 Amendments

- A. The regulations, restrictions, and boundaries set forth in this code may from time to time be amended, supplemented, changed, or appealed to reflect any and all changes in federal, state, or local regulations provided, however, that no such action may be taken until after a public hearing in relation thereto, at which citizens and parties in interest shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation in the City of Seward. At least 10 days shall elapse between the date of this publication and the public hearing.
- B. A copy of such amendments will be provided to the Nebraska Department of Natural Resources and the Federal Emergency Management Agency for review and approval before being adopted.

410-29.8.0 Definitions

Unless specifically defined below, words or phrases used in this code shall be interpreted so as to give them the meaning they have in common usage and to give this code it's most reasonable application:

0.2% Annual Chance Floodplain means the floodplain that would be inundated by the 0.2% annual chance flood and delineated on the Flood Insurance Rate Maps.

0.2% Annual Chance Flood Elevation means the elevation to which floodwaters are expected to rise during a 0.2% annual chance flood.

Appurtenant Structure shall mean a structure on the same parcel of property as the principal structure, the use of which is incidental to the use of the principal structure. Also shall be known as "accessory structure."

Area of Shallow Flooding means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Base Flood means the flood having one (1) percent chance of being equaled or exceeded in any given year.

Base Flood Elevation means the elevation to which floodwaters are expected to rise during the base flood.

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Building means "structure." See definition for "structure."

Development means any man-made change to improved or unimproved real estate, including but not limited to the construction, reconstruction, renovation, repair, expansion or alteration of buildings or other structures; the placement of manufactured homes; streets and other paving; utilities; filling, grading, and excavation; mining; dredging; drilling operations; storage of equipment or materials; or obstructions.

Existing Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is complete before the effective date of the floodplain management regulations adopted by a community.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or Flooding means a general and temporary condition of partial or complete inundation of normally dry land areas.

Flood Fringe is that area of the floodplain, outside of the floodway, that has a one percent chance of flood occurrence in any one year.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Flood Insurance Study has delineated the special flood hazard area boundaries and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Insurance Rate Map and the water surface elevation of the base flood.

Floodplain means any land area susceptible to being inundated by water from any source (see definition of "flooding"). Floodplain includes flood fringe and floodway. Floodplain and special flood hazard area are the same for use by this code.

Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, and structures and their contents.

Floodway or Regulatory Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Freeboard means a factor of safety usually expressed in feet above a

flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, clogged bridge openings, and the hydrological effect of urbanization of the watershed.

Highest Adjacent Grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic Structure means any structure that is: (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: (1) By an approved state program as determined by the Secretary of the Interior or (2) Directly by the Secretary of the Interior in states without approved programs.

Lowest Floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built or modified so as to render the structure in violation of the applicable non-elevation design requirements of this code.

Manufactured Home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. For the purposes of these provisions, a mobile home shall be considered a *manufactured home*. The term "manufactured home" does not include a "modular home" or a "recreational vehicle".

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Modular Home means a structure built offsite, transportable in one or more sections, which is built in an indoor factory setting to meet local building codes and is designed for use with a permanent foundation when attached to the required utilities.

New Construction for floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of the floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed

(including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Obstruction means any wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation (including the alteration or relocation of a watercourse or drainway), channel rectification, bridge, conduit, culvert, building, stored equipment or material, wire, fence, rock, gravel, refuse, fill, or other analogous structure or matter which may impede, retard, or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water, or that is placed where the natural flow of the water would carry such structure or matter downstream to the damage or detriment of either life or property. Dams designed to store or divert water are not obstructions if permission for the construction thereof is obtained from the Department of Natural Resources pursuant to the Safety of Dams and Reservoirs Act (Nebraska Revised Statutes 46-1601 to 46-1670 as amended).

Overlay District is a district in which additional requirements act in conjunction with the underlying zoning district(s). The original zoning district designation does not change.

Post-FIRM Structure means a building that was constructed or substantially improved after December 31, 1974 or on or after the community's initial Flood Insurance Rate Map dated May 1, 2020, whichever is later.

Pre-FIRM Structure means a building that was constructed or substantially improved on or before December 31, 1974 or before the community's initial Flood Insurance Rate Map dated May 1, 2020, whichever is later.

Principally Above Ground means that at least 51 percent of the actual cash value of the structure is above ground.

Recreational Vehicle means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Flood Elevation means the base flood elevation (BFE) plus a freeboard factor as specified in this code.

Special Flood Hazard Area (SFHA) is the land in the floodplain within a community subject to one percent or greater chance of flooding in any given year.

Start of Construction means the date the floodplain development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. "Start of construction" also includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the

installation of piles, the construction of columns, or any work beyond the stage of excavation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the building.

Structure means a walled and roofed building that is principally above ground, as well as a manufactured home and a gas or liquid storage tank that is principally above ground.

Subdivision means the division or re-division of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels, or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, partition by the court for distribution to heirs or devisees, transfer of ownership, or building or lot development.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damage condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance is a grant of relief to an applicant from the requirements of this ordinance that allows construction in a manner otherwise prohibited by this code where specific enforcement would result in unnecessary hardship.

Violation means a failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the Elevation Certificate, other certifications, or other evidence of compliance required in this code is presumed to be in violation until such time as that documentation is provided.

Watercourse means any depression two feet or more below the surrounding land that serves to give direction to a current of water at least nine months of the year and that has a bed and well-defined banks.

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

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

Dated this _____ day of _____, 2020

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

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

CITIZEN REQUEST

1. Discussion of Request by Nancy Kahl, 1899 N 4th St, Seward, to Adopt an Ordinance Mandating Wearing Facial Masks and Social Distancing in the Public and in All Businesses in the City of Seward

Bonnie Otte

From: City of Seward Website <info@connectseward.org>
Sent: Thursday, October 15, 2020 8:10 AM
To: info
Subject: City Council Agenda Item Request

Date: October 10, 2020
Name: Nancy Kahl
Address: 1899 N. 4th St., Seward NE
Email: nancy.kahl2@gmail.com
Phone: 402-641-0580

Explanation of Request: Covid 19 is at its highest level in the Seward County area yet businesses are not requiring the wearing of masks or encouraging social distancing. We continue to learn new things about this nasty disease every day and the CDC has come out saying the best way to stop the spread is by wearing masks and social distancing yet Seward somehow thinks we are immune to the spread of COVID 19 and has relaxed all standards.

Action requested: I request the city council pass an ordinance requiring the wearing of masks and social distancing. Included in this ordinance should be a provision requiring all businesses to post those requirements on the front door of the business and to place those requirements throughout their business.

Will this agenda item require the expenditure of funds: No

Printed Name: Nancy K. Kahl

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This mail is sent via contact form on City of Seward <http://www.cityofsewardne.gov>

COUNCIL REQUEST

1. Discussion Regarding Natural Buffer Zone and Street Lighting Along Karol Kay Blvd. from Bader Ave. to Hillcrest Dr. - Councilmember Kamprath

ADMINISTRATIVE ITEMS

1. Well Permit Application for Doug Oberhauser, 360 Larkspur Ln - City Administrator
Butcher

W

CITY OF SEWARD, NEBRASKA APPLICATION FOR A WELL PERMIT

Date: 10-5-2020 19

Permit No.: 20-1

Applicant: Doug Oberhauser

Legal description of property well is to be located on:

Address: 360 Larkspur Ln.
Seward Ne 68434

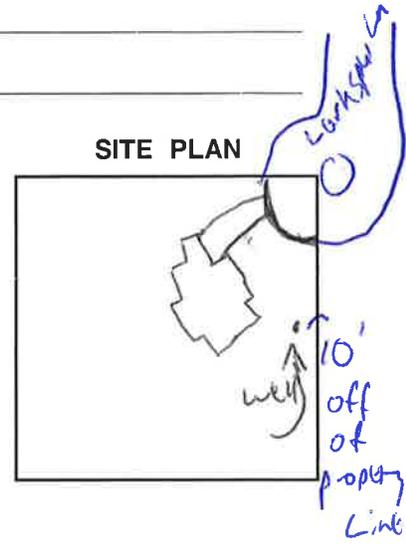
Intended Use of Well Water: Lawn

Proposed Depth of Well: 330'

Size and Type of Casing: 4" PVC

Pumping Equipment: Submersible pump & motor

Well Driller's Name and Address: Penne Well Drilling Inc.
324 S. CST Belgrade Ne 68623



By my signature, as affixed below, I/We hereby assure and/or understand: Terry Penne

- 1) Any permits required by the State of Nebraska and the Upper Big Blue Natural Resource District be submitted prior to issuance of a permit by the City.
- 2) That the well driller shall contact the Water/Wastewater Superintendent at 643-3433, twenty-four (24) hours in advanced of drilling, for final approval of location:
- 3) That the well shall be installed in accordance with the rules and regulations of the state of Nebraska and updates as they become available.
- 4) a) No well shall be located within twenty-five feet (25') of any sewer line, private or public.
b) No well shall be located within fifty feet (50') of any septic tank.
c) No well shall be located within one hundred feet (100') of any disposal field.
d) No well shall be located within twenty-five feet (25') of any water line, private or public.
e) No well shall be located closer than five (5) feet to any property line.
f) No well shall be installed in any easement on the property.
- 5) Assurance that the property owner will install and maintain proper backflow prevention devices as prescribed in section 3-140 of the City of Seward Code, if required.
- 6) That all outside spigots connected to a private well shall have a sign attached, reading ("NOT SAFE FOR DRINKING")
- 7) No water from the private well shall be used for domestic purposes, but shall be used solely for lawn irrigation and garden irrigation or for water used in heating and cooling equipment. Disposal of water for heating or cooling shall be through reinjection back to the same level of aquifer, except that during the spring, summer and fall months such water used for heating or cooling may be used for irrigation of lawn or garden.
- 8) That water to be pumped from the private well, if approved, shall be used exclusively on the legally described property.
- 9) That a well log (drilling record) shall be completed as the well is being drilled, a copy of which will be filled with the Water/Wastewater superintendent.
- 10) That the Water/Wastewater Superintendent or his representative may inspect the well and all connections thereto anytime during construction and anytime thereafter.
- 11) No water from the private well shall be allowed to run off into a City Storm Water Sewer.
- 12) Every well driller, before doing business in the City, shall be registered with the City. Registration forms may be obtained from City Building Inspector.

Oct 8-2020
Date Approved

Doug Oberhauser
Applicant's Signature
By Tim Ristley
Water/Wastewater Superintendent

Date Approved

By _____
Mayor

2. Award Bid for Wastewater Outfall Relocation Project to Van Kirk Bros Contracting in the Amount of \$283,700.86, Including Alternate C - City Engineer Oneby



Building a Better World
for All of Us®

October 15, 2020

RE: City of Seward, Nebraska
Outfall Relocation
SEH No. SEWAC 155258 14.00

Honorable Mayor and City Council
c/o Mr. Greg Butcher, Administrator
City of Seward
537 Main Street
Seward, NE 68434

Dear Mr. Butcher:

Bids were opened at City Hall at 11:00 a.m. on October 14, 2020, for the above-referenced improvement. The low bid was submitted by Van Kirk Brothers Contracting of Sutton, Nebraska with a base bid amount of \$342,165.50. The bid also included alternates for three different pipe materials. Acceptance of Alternate C, with a deduct amount of \$58,464.64 for construction of Centrifugally Case Fiberglass Reinforced Polymer Pipe, results in the lowest contract price. A complete tabulation of bids is enclosed.

We know of no reason the project should not be awarded to the low bidder with in the amount of \$283,700.86, including Alternate C.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Colin Marcusen".

Colin Marcusen
Project Manager

clm/mrb

Enclosure: Bid Tabulation

c: Tim Richtig, City of Seward
Jake Vasa, SEH

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TABULATION OF BIDS

PROJECT NO.: SEWAC 155258
 NAME: OUTFALL RELOCATION
 OWNER: CITY OF SEWARD, NE
 BID DATE: 11:00 A.M., WEDNESDAY, OCTOBER 14, 2020

ITEM	QUANTITY	UNIT	DESCRIPTION	ENGINEER'S ESTIMATE		1 VAN KIRK		2 GENERAL EXCAVATING		3 M.E. COLLINS		4 H.R. BOOKSTROM		5 HAWKINS	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
BASE BID															
GENERAL															
1	1.00	LUMP SUM	MOBILIZATION	\$25,000.00	\$25,000.00	\$18,500.00	\$18,500.00	\$15,000.00	\$15,000.00	\$41,770.00	\$41,770.00	\$41,000.00	\$41,000.00	\$10,281.66	\$10,281.66
2	1.00	LUMP SUM	CONSTRUCTION STAKING	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$1,650.00	\$1,650.00	\$7,204.90	\$7,204.90
3	40.00	LIN FT	SALVAGE AND REINSTALL FENCING	\$150.00	\$6,000.00	\$28.00	\$1,120.00	\$18.00	\$720.00	\$39.00	\$1,560.00	\$10.00	\$400.00	\$11.60	\$464.00
4	295.00	LIN FT	REMOVE EXISTING OUTFALL PIPE	\$15.00	\$4,425.00	\$18.00	\$5,310.00	\$20.00	\$5,900.00	\$32.00	\$9,440.00	\$42.00	\$12,390.00	\$30.95	\$9,130.25
5	3.00	EACH	REMOVE EXISTING MANHOLE	\$800.00	\$2,400.00	\$485.00	\$1,455.00	\$1,200.00	\$3,600.00	\$945.00	\$2,835.00	\$1,100.00	\$3,300.00	\$394.28	\$1,182.84
6	2.00	EACH	BULKHEAD SANITARY SEWER	\$500.00	\$1,000.00	\$800.00	\$1,600.00	\$900.00	\$1,800.00	\$2,489.00	\$4,978.00	\$550.00	\$1,100.00	\$404.62	\$809.24
7	24.00	LIN FT	SAWCUT CONCRETE PAVEMENT	\$10.00	\$240.00	\$5.00	\$120.00	\$20.00	\$480.00	\$5.00	\$120.00	\$4.00	\$96.00	\$13.68	\$328.32
8	30.00	SQ YD	REMOVE CONCRETE PAVEMENT	\$50.00	\$1,500.00	\$13.50	\$405.00	\$20.00	\$600.00	\$12.00	\$360.00	\$7.00	\$210.00	\$53.48	\$1,604.40
9	1.00	LUMP SUM	BYPASS PUMPING	\$5,000.00	\$5,000.00	\$10,500.00	\$10,500.00	\$33,000.00	\$33,000.00	\$26,000.00	\$26,000.00	\$17,250.00	\$17,250.00	\$10,564.65	\$10,564.65
10	1.00	LUMP SUM	REMOVE PARSHALL FLUME MANHOLE, WIRING, AND PIPING TO UV STRUCTURE. SALVAGE TRANSDUCER FOR REUSE	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$3,151.00	\$3,151.00	\$5,000.00	\$5,000.00	\$815.97	\$815.97
11	1.00	LUMP SUM	UV STRUCTURE EXISTING PIPE PATCH	\$900.00	\$900.00	\$1,050.00	\$1,050.00	\$1,400.00	\$1,400.00	\$2,421.00	\$2,421.00	\$10,650.00	\$10,650.00	\$1,560.07	\$1,560.07
12	0.20	ACRE	CLEAR AND GRUB	\$5,000.00	\$1,000.00	\$10,000.00	\$2,000.00	\$12,000.00	\$2,400.00	\$21,010.00	\$4,202.00	\$100,000.00	\$20,000.00	\$28,273.00	\$5,654.60
GRADING															
13	305.00	CU YD	TOPSOIL STRIP AND PLACEMENT	\$2.00	\$610.00	\$6.50	\$1,982.50	\$16.00	\$4,880.00	\$2.00	\$610.00	\$10.00	\$3,050.00	\$4.30	\$1,311.50
14	40.00	CU YD	TOPSOIL BORROW (FROM OFF-SITE)	\$20.00	\$800.00	\$16.00	\$640.00	\$60.00	\$2,400.00	\$25.00	\$1,000.00	\$28.00	\$1,120.00	\$32.80	\$1,312.00
STREET															
15	30.00	SQ YD	CONSTRUCT 7-INCH CONCRETE PAVEMENT	\$60.00	\$1,800.00	\$60.00	\$1,800.00	\$110.00	\$3,300.00	\$95.00	\$2,850.00	\$125.00	\$3,750.00	\$111.65	\$3,349.50
16	10.00	CU YD	SALVAGE AND RESPREAD GRAVEL SURFACING	\$30.00	\$300.00	\$16.00	\$160.00	\$70.00	\$700.00	\$10.00	\$100.00	\$10.00	\$100.00	\$14.12	\$141.20
17	10.00	CU YD	PROVIDE, PLACE, AND COMPACT GRAVEL SURFACING	\$40.00	\$400.00	\$98.00	\$980.00	\$40.00	\$400.00	\$50.00	\$500.00	\$50.00	\$500.00	\$37.66	\$376.60
SANITARY SEWER															
18	870.00	LIN FT	CONSTRUCT CLASS B AGGREGATE BEDDING FOR 30" SANITARY SEWER PIPE	\$8.50	\$7,395.00	\$15.50	\$13,485.00	\$20.00	\$17,400.00	\$25.00	\$21,750.00	\$40.00	\$34,800.00	\$6.90	\$6,003.00
19	870.00	LIN FT	CONSTRUCT 30" CL 52 DIP SANITARY SEWER PIPE	\$135.00	\$117,450.00	\$210.00	\$182,700.00	\$215.00	\$187,050.00	\$209.00	\$181,830.00	\$275.00	\$239,250.00	\$386.63	\$336,368.10
20	1.00	LUMP SUM	INSTALL OWNER SUPPLIED PARSHALL FLUME MANHOLE. FURNISH AND INSTALL BASE MATERIAL, CORE DRILL AND CONNECTION TO UV STRUCTURE, CONCRETE PAD, CABLE, CONDUIT, CONTROLS WORK, AND SALVAGED ULTRASONIC LEVEL TRANSDUCER	\$36,000.00	\$36,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$32,930.00	\$32,930.00	\$15,000.00	\$15,000.00	\$16,703.45	\$16,703.45



TABULATION OF BIDS

PROJECT NO.: SEWAC 155258
 NAME: OUTFALL RELOCATION
 OWNER: CITY OF SEWARD, NE
 BID DATE: 11:00 A.M., WEDNESDAY, OCTOBER 14, 2020

ITEM	QUANTITY	UNIT	DESCRIPTION	ENGINEER'S ESTIMATE		1 VAN KIRK		2 GENERAL EXCAVATING		3 M.E. COLLINS		4 H.R. BOOKSTROM		5 HAWKINS	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
21	26.00	VERT FT	CONSTRUCT 72" I.D. SANITARY MANHOLE	\$425.00	\$11,050.00	\$1,348.00	\$35,048.00	\$520.00	\$13,520.00	\$1,568.00	\$40,768.00	\$1,500.00	\$39,000.00	\$1,029.99	\$26,779.74
22	3.00	EACH	INSTALL EXTERNAL FRAME SEAL	\$400.00	\$1,200.00	\$450.00	\$1,350.00	\$420.00	\$1,260.00	\$516.00	\$1,548.00	\$517.00	\$1,551.00	\$601.24	\$1,803.72
23	3.00	EACH	CONSTRUCT MANHOLE RING COLLAR	\$800.00	\$2,400.00	\$350.00	\$1,050.00	\$600.00	\$1,800.00	\$537.00	\$1,611.00	\$764.00	\$2,292.00	\$1,295.47	\$3,886.41
24	1.00	LUMP SUM	CONSTRUCT CONCRETE HEADWALL WITH TIDEFLEX CHECKMATE VALVE AND TRASH	\$8,000.00	\$8,000.00	\$23,810.00	\$23,810.00	\$49,000.00	\$49,000.00	\$33,567.00	\$33,567.00	\$40,000.00	\$40,000.00	\$39,520.89	\$39,520.89
25	20.00	TON	CONSTRUCT GROUTED RIP RAP	\$100.00	\$2,000.00	\$180.00	\$3,600.00	\$210.00	\$4,200.00	\$161.00	\$3,220.00	\$255.00	\$5,100.00	\$536.31	\$10,726.20
WATERMAIN															
26	40.00	LIN FT	CONSTRUCT 8" WATER MAIN	\$48.00	\$1,920.00	\$70.00	\$2,800.00	\$80.00	\$3,200.00	\$119.00	\$4,760.00	\$170.00	\$6,800.00	\$1,003.12	\$40,124.80
27	400.00	POUND	WATER MAIN FITTINGS	\$12.00	\$4,800.00	\$4.55	\$1,820.00	\$7.50	\$3,000.00	\$9.00	\$3,600.00	\$4.00	\$1,600.00	\$5.55	\$2,220.00
EROSION CONTROL															
28	250.00	LIN FT	CONSTRUCT SILT FENCE	\$3.00	\$750.00	\$4.50	\$1,125.00	\$7.00	\$1,750.00	\$4.00	\$1,000.00	\$6.00	\$1,500.00	\$13.62	\$3,405.00
29	1.00	EACH	INSTALL CULVERT PROTECTION	\$250.00	\$250.00	\$300.00	\$300.00	\$500.00	\$500.00	\$797.00	\$797.00	\$100.00	\$100.00	\$216.15	\$216.15
30	1.00	EACH	CONSTRUCTION ENTRANCE	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$3,932.00	\$3,932.00	\$2,400.00	\$2,400.00	\$1,349.40	\$1,349.40
31	50.00	LIN FT	CONSTRUCT FLOATING SILT CURTAIN	\$50.00	\$2,500.00	\$30.00	\$1,500.00	\$12.00	\$600.00	\$23.00	\$1,150.00	\$8.00	\$400.00	\$13.36	\$668.00
32	0.53	ACRE	TEMPORARY SEEDING	\$850.00	\$450.50	\$1,500.00	\$795.00	\$4,500.00	\$2,385.00	\$575.00	\$304.75	\$2,000.00	\$1,060.00	\$2,267.23	\$1,201.63
33	2,550.00	SQ YD	PERMANENT SEEDING	\$0.50	\$1,275.00	\$1.00	\$2,550.00	\$6.00	\$15,300.00	\$0.70	\$1,785.00	\$1.00	\$2,550.00	\$2.34	\$5,967.00
34	2,550.00	SQ YD	EROSION CONTROL BLANKET	\$2.00	\$5,100.00	\$2.20	\$5,610.00	\$6.00	\$15,300.00	\$1.90	\$4,845.00	\$3.30	\$8,415.00	\$1.19	\$3,034.50
TOTAL BASE BID					\$265,915.50		\$342,165.50		\$427,145.00		\$449,294.75		\$523,384.00		\$556,069.69
ALTERNATE A - PVC															
19A	(832.00)	LIN FT	CONSTRUCT 30" CL 52 DIP SANITARY SEWER PIPE	\$135.00	(\$112,320.00)	\$210.00	(\$174,720.00)	\$215.00	(\$178,880.00)	\$209.00	(\$173,888.00)	\$275.00	(\$228,800.00)	\$386.63	(\$321,676.16)
35	832.00	LIN FT	CONSTRUCT 30" PVC SDR 26	\$120.00	\$99,840.00	\$142.50	\$118,560.00	\$170.00	\$141,440.00	\$164.00	\$136,448.00	\$171.00	\$142,272.00	\$331.18	\$275,541.76
TOTAL ALTERNATE A					(\$12,480.00)		(\$56,160.00)		(\$37,440.00)		(\$37,440.00)		(\$86,528.00)		(\$46,134.40)



TABULATION OF BIDS

PROJECT NO.: SEWAC 155258
 NAME: OUTFALL RELOCATION
 OWNER: CITY OF SEWARD, NE
 BID DATE: 11:00 A.M., WEDNESDAY, OCTOBER 14, 2020

ITEM	QUANTITY	UNIT	DESCRIPTION	ENGINEER'S ESTIMATE		1 VAN KIRK		2 GENERAL EXCAVATING		3 M.E. COLLINS		4 H.R. BOOKSTROM		5 HAWKINS	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
ALTERNATE B - VCP															
18A	(832.00)	LIN FT	CONSTRUCT CLASS B AGGREGATE BEDDING FOR 30" SANITARY SEWER PIPE	\$8.50	(\$7,072.00)	\$15.50	(\$12,896.00)	\$20.00	(\$16,640.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$6.90	(\$5,740.80)
19B	(832.00)	LIN FT	CONSTRUCT 30" CL 52 DIP SANITARY SEWER PIPE	\$135.00	(\$112,320.00)	\$210.00	(\$174,720.00)	\$215.00	(\$178,880.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$386.63	(\$321,676.16)
36	832.00	LIN FT	CONSTRUCT CLASS C AGGREGATE BEDDING FOR 30" SANITARY	\$15.00	\$12,480.00	\$17.55	\$14,601.60	\$22.00	\$18,304.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6.90	\$5,740.80
37	832.00	LIN FT	CONSTRUCT 30" VITRIFIED CLAY PIPE (VCP) SANITARY SEWER PIPE	\$250.00	\$208,000.00	\$272.35	\$226,595.20	\$300.00	\$249,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$433.15	\$360,380.80
TOTAL ALTERNATE B				\$101,088.00		\$53,580.80		\$72,384.00		\$0.00		\$0.00		\$38,704.64	
ALTERNATE C - CCFRPM															
19C	(832.00)	LIN FT	CONSTRUCT 30" CL 52 DIP SANITARY SEWER PIPE	\$135.00	(\$112,320.00)	\$210.00	(\$174,720.00)	\$215.00	(\$178,880.00)	\$0.00	\$0.00	\$275.00	(\$228,800.00)	\$386.63	(\$321,676.16)
38	832.00	LIN FT	CONSTRUCT 30" CENTRIFUGALLY CAST FIBERGLASS REINFORCED POI YMFR PIPE	\$152.00	\$126,464.00	\$139.73	\$116,255.36	\$260.00	\$216,320.00	\$0.00	\$0.00	\$199.00	\$165,568.00	\$325.70	\$270,982.40
TOTAL ALTERNATE C				\$14,144.00		(\$58,464.64)		\$37,440.00		\$0.00		(\$63,232.00)		(\$50,693.76)	

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TABULATION OF BIDS

PROJECT NO.: SEWAC 155258
 NAME: OUTFALL RELOCATION
 OWNER: CITY OF SEWARD, NE
 BID DATE: 11:00 A.M., WEDNESDAY, OCTOBER 14, 2020

ITEM	QUANTITY	UNIT	DESCRIPTION	ENGINEER'S ESTIMATE		1 VAN KIRK		2 GENERAL EXCAVATING		3 M.E. COLLINS		4 H.R. BOOKSTROM		5 HAWKINS	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
BASE BID															
GENERAL															
1	1.00	LUMP SUM	MOBILIZATION	\$25,000.00	\$25,000.00	\$18,500.00	\$18,500.00	\$15,000.00	\$15,000.00	\$41,770.00	\$41,770.00	\$41,000.00	\$41,000.00	\$10,281.66	\$10,281.66
2	1.00	LUMP SUM	CONSTRUCTION STAKING	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$1,650.00	\$1,650.00	\$7,204.90	\$7,204.90
3	40.00	LIN FT	SALVAGE AND REINSTALL FENCING	\$150.00	\$6,000.00	\$28.00	\$1,120.00	\$18.00	\$720.00	\$39.00	\$1,560.00	\$10.00	\$400.00	\$11.60	\$464.00
4	295.00	LIN FT	REMOVE EXISTING OUTFALL PIPE	\$15.00	\$4,425.00	\$18.00	\$5,310.00	\$20.00	\$5,900.00	\$32.00	\$9,440.00	\$42.00	\$12,390.00	\$30.95	\$9,130.25
5	3.00	EACH	REMOVE EXISTING MANHOLE	\$800.00	\$2,400.00	\$485.00	\$1,455.00	\$1,200.00	\$3,600.00	\$945.00	\$2,835.00	\$1,100.00	\$3,300.00	\$394.28	\$1,182.84
6	2.00	EACH	BULKHEAD SANITARY SEWER	\$500.00	\$1,000.00	\$800.00	\$1,600.00	\$900.00	\$1,800.00	\$2,489.00	\$4,978.00	\$550.00	\$1,100.00	\$404.62	\$809.24
7	24.00	LIN FT	SAWCUT CONCRETE PAVEMENT	\$10.00	\$240.00	\$5.00	\$120.00	\$20.00	\$480.00	\$5.00	\$120.00	\$4.00	\$96.00	\$13.68	\$328.32
8	30.00	SQ YD	REMOVE CONCRETE PAVEMENT	\$50.00	\$1,500.00	\$13.50	\$405.00	\$20.00	\$600.00	\$12.00	\$360.00	\$7.00	\$210.00	\$53.48	\$1,604.40
9	1.00	LUMP SUM	BYPASS PUMPING	\$5,000.00	\$5,000.00	\$10,500.00	\$10,500.00	\$33,000.00	\$33,000.00	\$26,000.00	\$26,000.00	\$17,250.00	\$17,250.00	\$10,564.65	\$10,564.65
10	1.00	LUMP SUM	REMOVE PARSHALL FLUME MANHOLE, WIRING, AND PIPING TO UV STRUCTURE. SALVAGE TRANSDUCER FOR REUSE	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$3,151.00	\$3,151.00	\$5,000.00	\$5,000.00	\$815.97	\$815.97
11	1.00	LUMP SUM	UV STRUCTURE EXISTING PIPE PATCH	\$900.00	\$900.00	\$1,050.00	\$1,050.00	\$1,400.00	\$1,400.00	\$2,421.00	\$2,421.00	\$10,650.00	\$10,650.00	\$1,560.07	\$1,560.07
12	0.20	ACRE	CLEAR AND GRUB	\$5,000.00	\$1,000.00	\$10,000.00	\$2,000.00	\$12,000.00	\$2,400.00	\$21,010.00	\$4,202.00	\$100,000.00	\$20,000.00	\$28,273.00	\$5,654.60
GRADING															
13	305.00	CU YD	TOPSOIL STRIP AND PLACEMENT	\$2.00	\$610.00	\$6.50	\$1,982.50	\$16.00	\$4,880.00	\$2.00	\$610.00	\$10.00	\$3,050.00	\$4.30	\$1,311.50
14	40.00	CU YD	TOPSOIL BORROW (FROM OFF-SITE)	\$20.00	\$800.00	\$16.00	\$640.00	\$60.00	\$2,400.00	\$25.00	\$1,000.00	\$28.00	\$1,120.00	\$32.80	\$1,312.00
STREET															
15	30.00	SQ YD	CONSTRUCT 7-INCH CONCRETE PAVEMENT	\$60.00	\$1,800.00	\$60.00	\$1,800.00	\$110.00	\$3,300.00	\$95.00	\$2,850.00	\$125.00	\$3,750.00	\$111.65	\$3,349.50
16	10.00	CU YD	SALVAGE AND RESPREAD GRAVEL SURFACING	\$30.00	\$300.00	\$16.00	\$160.00	\$70.00	\$700.00	\$10.00	\$100.00	\$10.00	\$100.00	\$14.12	\$141.20
17	10.00	CU YD	PROVIDE, PLACE, AND COMPACT GRAVEL SURFACING	\$40.00	\$400.00	\$98.00	\$980.00	\$40.00	\$400.00	\$50.00	\$500.00	\$50.00	\$500.00	\$37.66	\$376.60
SANITARY SEWER															
18	870.00	LIN FT	CONSTRUCT CLASS B AGGREGATE BEDDING FOR 30" SANITARY SEWER PIPE	\$8.50	\$7,395.00	\$15.50	\$13,485.00	\$20.00	\$17,400.00	\$25.00	\$21,750.00	\$40.00	\$34,800.00	\$6.90	\$6,003.00
19	870.00	LIN FT	CONSTRUCT 30" CL 52 DIP SANITARY SEWER PIPE	\$135.00	\$117,450.00	\$210.00	\$182,700.00	\$215.00	\$187,050.00	\$209.00	\$181,830.00	\$275.00	\$239,250.00	\$386.63	\$336,368.10
20	1.00	LUMP SUM	INSTALL OWNER SUPPLIED PARSHALL FLUME MANHOLE. FURNISH AND INSTALL BASE MATERIAL, CORE DRILL AND CONNECTION TO UV STRUCTURE, CONCRETE PAD, CABLE, CONDUIT, CONTROLS WORK, AND SALVAGED ULTRASONIC LEVEL TRANSDUCER	\$36,000.00	\$36,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$32,930.00	\$32,930.00	\$15,000.00	\$15,000.00	\$16,703.45	\$16,703.45



TABULATION OF BIDS

PROJECT NO.: SEWAC 155258
 NAME: OUTFALL RELOCATION
 OWNER: CITY OF SEWARD, NE
 BID DATE: 11:00 A.M., WEDNESDAY, OCTOBER 14, 2020

ITEM	QUANTITY	UNIT	DESCRIPTION	ENGINEER'S ESTIMATE		1 VAN KIRK		2 GENERAL EXCAVATING		3 M.E. COLLINS		4 H.R. BOOKSTROM		5 HAWKINS	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
21	26.00	VERT FT	CONSTRUCT 72" I.D. SANITARY MANHOLE	\$425.00	\$11,050.00	\$1,348.00	\$35,048.00	\$520.00	\$13,520.00	\$1,568.00	\$40,768.00	\$1,500.00	\$39,000.00	\$1,029.99	\$26,779.74
22	3.00	EACH	INSTALL EXTERNAL FRAME SEAL	\$400.00	\$1,200.00	\$450.00	\$1,350.00	\$420.00	\$1,260.00	\$516.00	\$1,548.00	\$517.00	\$1,551.00	\$601.24	\$1,803.72
23	3.00	EACH	CONSTRUCT MANHOLE RING COLLAR	\$800.00	\$2,400.00	\$350.00	\$1,050.00	\$600.00	\$1,800.00	\$537.00	\$1,611.00	\$764.00	\$2,292.00	\$1,295.47	\$3,886.41
24	1.00	LUMP SUM	CONSTRUCT CONCRETE HEADWALL WITH TIDEFLEX CHECKMATE VALVE AND TRASH	\$8,000.00	\$8,000.00	\$23,810.00	\$23,810.00	\$49,000.00	\$49,000.00	\$33,567.00	\$33,567.00	\$40,000.00	\$40,000.00	\$39,520.89	\$39,520.89
25	20.00	TON	CONSTRUCT GROUTED RIP RAP	\$100.00	\$2,000.00	\$180.00	\$3,600.00	\$210.00	\$4,200.00	\$161.00	\$3,220.00	\$255.00	\$5,100.00	\$536.31	\$10,726.20
WATERMAIN															
26	40.00	LIN FT	CONSTRUCT 8" WATER MAIN	\$48.00	\$1,920.00	\$70.00	\$2,800.00	\$80.00	\$3,200.00	\$119.00	\$4,760.00	\$170.00	\$6,800.00	\$1,003.12	\$40,124.80
27	400.00	POUND	WATER MAIN FITTINGS	\$12.00	\$4,800.00	\$4.55	\$1,820.00	\$7.50	\$3,000.00	\$9.00	\$3,600.00	\$4.00	\$1,600.00	\$5.55	\$2,220.00
EROSION CONTROL															
28	250.00	LIN FT	CONSTRUCT SILT FENCE	\$3.00	\$750.00	\$4.50	\$1,125.00	\$7.00	\$1,750.00	\$4.00	\$1,000.00	\$6.00	\$1,500.00	\$13.62	\$3,405.00
29	1.00	EACH	INSTALL CULVERT PROTECTION	\$250.00	\$250.00	\$300.00	\$300.00	\$500.00	\$500.00	\$797.00	\$797.00	\$100.00	\$100.00	\$216.15	\$216.15
30	1.00	EACH	CONSTRUCTION ENTRANCE	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$3,932.00	\$3,932.00	\$2,400.00	\$2,400.00	\$1,349.40	\$1,349.40
31	50.00	LIN FT	CONSTRUCT FLOATING SILT CURTAIN	\$50.00	\$2,500.00	\$30.00	\$1,500.00	\$12.00	\$600.00	\$23.00	\$1,150.00	\$8.00	\$400.00	\$13.36	\$668.00
32	0.53	ACRE	TEMPORARY SEEDING	\$850.00	\$450.50	\$1,500.00	\$795.00	\$4,500.00	\$2,385.00	\$575.00	\$304.75	\$2,000.00	\$1,060.00	\$2,267.23	\$1,201.63
33	2,550.00	SQ YD	PERMANENT SEEDING	\$0.50	\$1,275.00	\$1.00	\$2,550.00	\$6.00	\$15,300.00	\$0.70	\$1,785.00	\$1.00	\$2,550.00	\$2.34	\$5,967.00
34	2,550.00	SQ YD	EROSION CONTROL BLANKET	\$2.00	\$5,100.00	\$2.20	\$5,610.00	\$6.00	\$15,300.00	\$1.90	\$4,845.00	\$3.30	\$8,415.00	\$1.19	\$3,034.50
TOTAL BASE BID					\$265,915.50		\$342,165.50		\$427,145.00		\$449,294.75		\$523,384.00		\$556,069.69
ALTERNATE A - PVC															
19A	(832.00)	LIN FT	CONSTRUCT 30" CL 52 DIP SANITARY SEWER PIPE	\$135.00	(\$112,320.00)	\$210.00	(\$174,720.00)	\$215.00	(\$178,880.00)	\$209.00	(\$173,888.00)	\$275.00	(\$228,800.00)	\$386.63	(\$321,676.16)
35	832.00	LIN FT	CONSTRUCT 30" PVC SDR 26	\$120.00	\$99,840.00	\$142.50	\$118,560.00	\$170.00	\$141,440.00	\$164.00	\$136,448.00	\$171.00	\$142,272.00	\$331.18	\$275,541.76
TOTAL ALTERNATE A					(\$12,480.00)		(\$56,160.00)		(\$37,440.00)		(\$37,440.00)		(\$86,528.00)		(\$46,134.40)



TABULATION OF BIDS

PROJECT NO.: SEWAC 155258
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 OWNER: CITY OF SEWARD, NE
 BID DATE: 11:00 A.M., WEDNESDAY, OCTOBER 14, 2020

ITEM	QUANTITY	UNIT	DESCRIPTION	ENGINEER'S ESTIMATE		1 VAN KIRK		2 GENERAL EXCAVATING		3 M.E. COLLINS		4 H.R. BOOKSTROM		5 HAWKINS	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
ALTERNATE B - VCP															
18A	(832.00)	LIN FT	CONSTRUCT CLASS B AGGREGATE BEDDING FOR 30" SANITARY SEWER PIPE	\$8.50	(\$7,072.00)	\$15.50	(\$12,896.00)	\$20.00	(\$16,640.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$6.90	(\$5,740.80)
19B	(832.00)	LIN FT	CONSTRUCT 30" CL 52 DIP SANITARY SEWER PIPE	\$135.00	(\$112,320.00)	\$210.00	(\$174,720.00)	\$215.00	(\$178,880.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$386.63	(\$321,676.16)
36	832.00	LIN FT	CONSTRUCT CLASS C AGGREGATE BEDDING FOR 30" SANITARY	\$15.00	\$12,480.00	\$17.55	\$14,601.60	\$22.00	\$18,304.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6.90	\$5,740.80
37	832.00	LIN FT	CONSTRUCT 30" VITRIFIED CLAY PIPE (VCP) SANITARY SEWER PIPE	\$250.00	\$208,000.00	\$272.35	\$226,595.20	\$300.00	\$249,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$433.15	\$360,380.80
TOTAL ALTERNATE B				\$101,088.00		\$53,580.80		\$72,384.00		\$0.00		\$0.00		\$38,704.64	
ALTERNATE C - CCFRPM															
19C	(832.00)	LIN FT	CONSTRUCT 30" CL 52 DIP SANITARY SEWER PIPE	\$135.00	(\$112,320.00)	\$210.00	(\$174,720.00)	\$215.00	(\$178,880.00)	\$0.00	\$0.00	\$275.00	(\$228,800.00)	\$386.63	(\$321,676.16)
38	832.00	LIN FT	CONSTRUCT 30" CENTRIFUGALLY CAST FIBERGLASS REINFORCED POI YMFR PIPE	\$152.00	\$126,464.00	\$139.73	\$116,255.36	\$260.00	\$216,320.00	\$0.00	\$0.00	\$199.00	\$165,568.00	\$325.70	\$270,982.40
TOTAL ALTERNATE C				\$14,144.00		(\$58,464.64)		\$37,440.00		\$0.00		(\$63,232.00)		(\$50,693.76)	

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3. Approve First Amendment to Project Superior (Petsource/SFD Opco, LLC) Site Readiness MOU - City Engineer Oneby

**First Amendment to Memorandum of Understanding
Seward Rail Campus Site Readiness**

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (“First Amendment”) dated [_____], 2020 (“Effective Date”) by and between THE CITY OF SEWARD, NEBRASKA (“City”) and SFD OPCO, LLC (“Owner”). Capitalized terms not expressly defined herein shall have the same meaning as ascribed to such terms in the Original MOU (as defined below).

WHEREAS, the City and Owner are parties to that certain Memorandum of Understanding dated July 3, 2019 (“Original MOU”), which sets forth, among other things, the City’s obligations and agreements regarding the completion and performance of Site Improvements to benefit the Property and the Project; and

WHEREAS, the parties desire to amend the Original MOU on the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties agree to amend the Original MOU as follows:

1. **Process Wastewaters.** The second sentence to Section 1(g)(iii) of the Original MOU is hereby deleted in its entirety and replaced with the following:

“The Owner’s operation of such wastewater pre-treatment facility is subject to the following City requirements: (A) until such time as the Upgraded City WWTP is completed, the Owner may discharge and release such pre-treated wastewater into the City’s WWTP system, provided that the Owner does not discharge more than 1,200 gallons/hour during the hours of 5:00am and 10:00pm or 3,000 gallons/hour during the hours of 10:00pm and 5:00am; (B) pre-treatment should accomplish a TSS of 220 mg/L or less, (C) pre-treatment should accomplish a FOG of 100 mg/L or less, and (D) pre-treatment should accomplish a BOD of 300 mg/L or less.”

The balance of Section 1(g) shall remain in full force and effect.

2. **Remaining Provisions.** Except as expressly modified herein, all of the terms and conditions of the Original MOU not specifically amended in this First Amendment shall remain in full force and effect.

3. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. This First Amendment may be delivered by e-mail or facsimile transmission with the same effect as delivery of an original.

4. **Miscellaneous.** Each of the undersigned hereby represent and warrant to the other that he/she is duly authorized to execute this First Amendment on behalf of the respective party. The captions in the sections of this First Amendment are inserted only as a matter of convenience and in no way define, limit, or describe the scope of this First Amendment or the intent of any provision hereof. This document constitutes the entire agreement of the parties with respect to the subject matter hereunder and supersedes all prior agreements, statements, and representations with respect to the items modified by this First Amendment. The recitals set forth at the beginning of this First Amendment are incorporated as if fully set forth herein. This First Amendment is binding upon and inures to the benefit of the heirs, successors, and assigns of the parties. This First Amendment and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Nebraska.

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[SIGNATURES ON THE FOLLOWING PAGES]

CITY:

City of Seward, Nebraska

By: _____
Joshua Eickmeier, Mayor

STATE OF NEBRASKA)
)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Joshua Eickmeier, Mayor of the City of Seward, on behalf of the City.

Notary Public

4. Resolution Approving a Policy Statement Entitled, "Expedited Process for Reviewing Special Designated Liquor License Applications, 2020-001" - City Administrator Butcher

RESOLUTION NO. 2020-

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA,
APPROVING A COUNCIL POLICY STATEMENT

WHEREAS, the City Council has determined that it is necessary and desirable to create Council Policy Statements as a means of establishing guidelines and direction to the members of the City Council and to the City Administration in regard to various issues which regularly occur; and

WHEREAS, the City Council desires to establish a Council Policy Statement entitled "Expedited Process for Reviewing Special Designated Liquor License Applications".

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of Seward, Nebraska, do hereby approve the Council Policy Statement entitled, "Expedited Process for Reviewing Special Designated Liquor License Applications, 2020-001" and do further hereby direct the distribution of said Council Policy Statement to the appropriate City Departments.

Passed and approved this _____ day of October, 2020.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

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

(SEAL)

CITY OF SEWARD
COUNCIL POLICY STATEMENT
2020-001

Dated: 10-20-2020

Expedited Process for Reviewing Special Designated Liquor License Applications

The purpose of this policy statement is to establish a uniform expedited process for the recommendation to the Nebraska Liquor Commission to approve or deny an application for a Special Designated Liquor License by the holder of a catering license within the City of Seward.

An application for a special designated license will be recommended for approval under the following expedited process when the following criteria are met:

1. The application holds a valid catering license under the Nebraska Liquor Control Act, Neb. Rev. Stat. § 53-123 et seq.;
2. The application complies with the requirements of Seward Municipal Code § 205-2.28;
3. The holder of the catering license has previously been approved for a Special Designated Liquor License in the City of Seward; and
4. The application is submitted for review at least **twelve (12) days** prior to the event, as authorized by Neb. Rev. Stat. § 53-124.13.

The applicant retains all appeal rights otherwise available under the Seward Municipal Code and Nebraska Revised Statutes. Nothing herein shall preclude the City Clerk from deviating from the above-stated guidelines when exceptional circumstances exist warranting such a deviation.

5. Ordinance Amending the Municipal Code; Initiating an Electric Rate Adjustment Increasing Total System Revenues by 3.0%, Effective with the October 2020 Billing (Third and Final Reading)- City Administrator Butcher

ORDINANCE NO. 2020-

AN ORDINANCE TO AMEND SECTIONS 237-3.1 THROUGH 237-3.13 OF THE MUNICIPAL CODE; TO INITIATE AN ELECTRIC RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICES FROM THE ELECTRIC DISTRIBUTION SYSTEM OF THE CITY BY 3.0% EFFECTIVE WITH THE OCTOBER 2020 BILLING; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTIONS 237-3.1 THROUGH 237-3.13; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. Sections 237-3.1 through 237-3.13 of the Municipal Code shall be amended as follows:

§237-3.1. Determination of rates.

- A. As a tariff of rates based on monthly consumption by each consumer of current from the Electric Distribution System of the City, the following schedule based on meter readings is established.
- B. One meter shall be installed to service one user. If additional buildings are required for a given user, they shall be interconnected by the customer to obtain one meter. If additional meters and services are requested by the customer, each shall be treated as a separate customer. It will be at the City's sole discretion to determine what installation of service is most appropriate and beneficial to the system as a whole, which decision will be based on, but not limited to, proximity, continuity, similarity and compatibility of service. This requirement shall take effect with the kilowatt hour usage from the 1st day of October 2002. Any services metered differently prior to this date will be grand fathered in.
- C. Effective date: October 2020 billing
- D. Rates:
 - (1) Summer rate: The summer rate shall apply to the Customer's use from June Billing through September Billing.
 - (2) Winter rate: The winter rates shall apply to the Customer's use from October Billing through May Billing.
- E. Terms and conditions:
 - (1) Usage may be fractionalized on the actual days of service for application of a change in rate.
 - (2) Service will be furnished under the City's General Terms and conditions.
 - (3) Extensions made for service under this schedule are subject to the provisions of the City's rules governing Extension of Service and Facilities.

- (4) The rates set forth herein may be increased by the amount of any new or increased governmental tax imposed and levied on transmission, distribution, production, or the sale of electrical power.

§237-3.2. Residential Light, Heat and Power (RE).

- A. Summer period:
 - (1) Customer charge, per month: \$21.75.
 - (2) Plus energy charge of: all kWh, per kWh: \$0.1004.
- B. Winter period:
 - (1) Customer charge, per month: \$21.75.
 - (2) Plus energy charge of: First 700 kWh, per kWh: \$0.1004.
 - (3) Over 700 kWh, per kWh: \$0.0754.
- C. Available: within established City limits.
- D. Applicable: to single-family residences and individually metered apartments for all domestic purposes when all service is supplied through a single meter, provided ratings of individual single-phase motors do not exceed five (5) horsepower.
- E. Character of service: AC, 60 cycles, 120/240 volt, three-wire, single-phase.
- F. Small Business in Residential District: any property located in a Residential Zone of the City which conducts a small business inside the home which is legal under the Zoning Ordinance of the City^[1] shall be considered residential for the purposes of this section, in accordance with the definition in §237-2.8B(1).^[2]
 - [1] Editor's Note: See Ch. 410, Zoning and Subdivision.
 - [2] Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. 1)

§237-3.3. Commercial Service (CE).

- A. Summer period:
 - (1) Customer charge, per month: \$42.00.
 - (2) Plus energy charge of: All kWh, per kWh: \$0.0961
- B. Winter period:
 - (1) Customer charge, per month: \$42.00
 - (2) Plus energy charge of: First 1,600 kWh, per kWh: \$0.0961.

(3) Over 1,600 kWh, per kWh: \$0.0711.

- C. Available: within established City rate areas.
- D. Applicable: to any customer for lighting, heating, and power purposes where all service is taken through a single meter at one location, and where the Customer's demand does not exceed 49 kW for four consecutive months. Rating of individual single-phase motors and other single-phase power and heating units served under this schedule shall not exceed ten (10) horsepower except by special permission.
- E. Character of Service: AC, 60 cycles, 120/240 volts, single-phase; 240 volts, three-phase, three-wire; 120/240, 120/208, volts, or 277/480 volts, three-phase, four-wire; or at any of the City's standard distribution voltages, as available. Customers requiring service at secondary voltages other than that already established by the City shall be required to provide suitable space for location of the City's transformation, metering and associated equipment. Secondary voltage other than that already established shall be provided by special permission only.

§237-3.4. General Service Demand (GD).

- A. Summer period:
 - (1) Customer charge, per month: \$120.00.
 - (2) Demand charge: per kW per month of billing demand: \$19.00.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.0624.
- B. Winter period:
 - (1) Customer charge, per month: \$120.00.
 - (2) Demand charge: per kW per month of billing demand: \$15.50.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.0574
- C. Determination of billing demand: the billing demand shall be the greater of Subsection C(1) or C(2) below.
 - (1) The highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in the current billing period.
 - (2) Sixty five percent (65%) of the highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in June, July, August or September Billings.
- D. Available: within established City rate areas.
- E. Applicable: to existing customers, or to new customers with demands of 50 kilowatts, but not more than 500 kilowatts, for four (4) consecutive months whose entire requirements are taken through one

meter, under a contract of standard form. Customers who reach this limit for four (4) consecutive months will be billed this rate on the fifth (5th) month. (Not applicable to resale, stand-by or auxiliary service.)

- F. Character of service: AC, 60 cycles, single- or three-phase, at any of the City's standard voltages (35,000 volts or less) where the service may be supplied by a single power transformation.

§237-3.5. General Service Demand - Low Load Factor (GD-LLF).

- A. Summer period:
 - (1) Customer charge, per month: \$120.00.
 - (2) Demand charge: per kW per month of billing demand: \$0.00.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.1958.
- B. Winter period:
 - (1) Customer charge, per month: \$120.00.
 - (2) Demand charge: per kW per month of billing demand: \$0.00.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.1958.
- C. Available: within established City rate areas.
- D. Applicable: an alternate to the GD rate to existing customers, or to new customers with demands of 50 kilowatts, but not more than 500 kilowatts, for four (4) consecutive months whose entire requirements are taken through one meter, under a contract of standard form. Customers who reach this limit for four (4) consecutive months may request to be billed under this rate on the fifth (5th) month. (Not applicable to resale, stand-by or auxiliary service.)
- E. Removal from GD-LLF: when a customer requests to be billed on the GD-LLF rate, the customer will be bill on GD-LLF for a minimum of twelve (12) months. After twelve (12) months, the customer can request to be billed on the GD rate and must remain on the GD rate for twelve (12) months before eligible to request to be billed again on the GD-LLF.
- F. Character of service: AC, 60 cycles, single- or three-phase, at any of the City's standard voltages (35,000 volts or less) where the service may be supplied by a single power transformation.

§237-3.6. Large Power (LP).

- A. Summer period:
 - (1) Customer charge, per month: \$175.00.
 - (2) Demand charge: per kW per month of billing demand: \$18.70.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.0481.

- B. Winter period:
- (1) Customer charge, per month: \$175.00.
 - (2) Demand charge: per kW per month of billing demand: \$15.00.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.0441.
- C. Determination of billing demand: the billing demand shall be the greater of Subsection C(1) or C(2) below.
- (1) The highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in the current billing period.
 - (2) Sixty five percent (65%) of the highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in June, July, August or September Billings of the preceding eleven (11) months.
- D. Available: in the general area served by the City from lines of 35,000 volts or less.
- E. Applicable: to existing customers, or to new customers with demands of 500 kilowatts or more for four (4) consecutive months whose entire requirements are taken through one meter, under a contract of standard form. Customers who reach this limit for four (4) consecutive months will be billed this rate on the fifth (5th) month.
- F. Character of service: AC, 60 cycles, single- or three-phase, at any of the City's standard voltages (35,000 volts or less) where the service may be supplied by a single power transformation.
- G. Power factor adjustment:
- (1) For loads of 500 kW or more, or at the option of the City, power factor adjustments will be made in the billing demand, when the power factor, as determined by test, at the time of the customer's maximum use is less than 90%. If the power factor, as measured by the electric department, is lower than 90%, the monthly demand charge will be multiplied by the ratio 90% bears to the measured power factor, or at the City's option, the power factor may be corrected at the customer's expense.
 - (2) In the general course of maintenance and replacement of equipment, the City may replace existing demand meters with power factor-capable demand meters, at its option, at which point the customer will be subject to power factor adjustments as defined above.
- H. Economic Development Rate. Available to any Large Power customer that meets ALL the following conditions:
- (1) Provides new or additional load of 1,000 kW or greater on a

monthly basis;

- (2) Has a monthly load factor, calculated by dividing the energy usage by the product of the peak demand and the number of hours in the month, of 60% or greater;
- (3) The customer has entered into a written service agreement with the City of Seward and the Nebraska Public Power District (NPPD) pursuant to NPPD Rate Schedule SPP No. 6, Economic Development Rate Schedule;
- (4) The customer has entered into an agreement with either the State of Nebraska or other political subdivision to provide an economic development project under state or local law; and
- (5) The customer has met all other requirements of the Economic Development Rate Schedule.
- (6) Rate:
 - (a) NPPD customer charge, per month: \$500.00.
 - (b) NPPD energy charge of: All kWh, per kWh: \$0.025.
 - (c) City of Seward customer charge, per month: \$155.00.
 - (d) City of Seward energy charge: All kWh, per kWh: \$0.015.
- (7) The above rate shall apply to both summer and winter periods.
- (8) The Economic Development Rate is subject to change based upon the written service agreement with the City of Seward and NPPD as well as NPPD Rate Schedule SPP No. 6, Economic Development Rate Schedule.

§237-3.7. Rural Residential Light, Heat and Power (NE).

- A. Summer period:
 - (1) Customer charge, per month: \$34.50.
 - (2) Plus energy charge of: all kWh, per kWh: \$0.1004.
- B. Winter period:
 - (1) Customer Charge, per month: \$34.50.
 - (2) Plus energy charge of:
 - (e) First 900 kWh, per kWh: \$0.1004.
 - (f) Over 900 kWh, per kWh: \$0.0754.
- C. Available: in the territory serviced by the City outside of the corporate limits.
- D. Applicable: to rural residences for domestic and other farm uses

which may be served from existing distribution lines and where the total required kVA does not exceed that which may be supplied from a fifty (50) kVA distribution transformer. Rating of individual single-phase motors and other single-phase power and heating units served under this schedule shall not exceed ten (10) horsepower except by special permission.

- E. Character of service: AC, 60 cycles, 120/240 volts, single-phase, three-wire.

§237-3.8. Power cost adjustment (PCA).

A. Applicability:

- (1) All electric rates are subject to application of a production cost adjustment. The PCA may be determined from time to time and when approved shall be applied monthly for a period of not more than twelve (12) months. The PCA calculations will be based on the FY projected and actual twelve (12) months includable expenses and the current budget actual and projected sales subject to the PCA. The City may invoke the PCA when unexpected increases in the cost of power or other emergencies are estimated to be greater than a deviation of 10% in FY power costs budgeted.
- (2) At the end of any PCA application period, any under or over collected revenues may be added to the next FY estimate of power costs to determine if another PCA is necessary for the next twelve (12) months or shorter period.

B. Formula for calculating the PCA factor:

- (1) The following formula is used to determine the power cost adjustment charge when it is invoked. The PCA will be calculated to the nearest one-tenth of a \$1.00/MWh or \$0.10/kWh.
- (2) When unexpected increases in the cost of power or other emergencies are estimated to be greater than a deviation of 10% in FY power costs budgeted the PCA formula is:

PCA = (Total Estimated Cost Difference from Budget for Application Period) divided by (Estimated kWh Sales for Application Period)

Where:

Total Estimated Cost = Revise after Budget the Fuel and
Difference Purchased Power + Transmission
Expense - Budgeted Fuel and Purchased
Power + Transmission Expense

Application Period = the number of months (1 to 12) that
the PCA will be in force

Estimated kWh sales = Projected kWh retail sales during the

Application Period

§237-3.9 Delinquent bills; notice.

All bills are delinquent on the fifteenth (15th) day of the month. Thereafter, upon notice to consumer as provided by this Article and by law, and non-payment pursuant to said notice, service shall be discontinued.

§237-3.10. Rates effective.

The rates provided herein shall become effective with the billing beginning October 2020 or as determined after review of the annual electric budget.

§237-3.11. Discrimination prohibited.

No electric current shall be furnished to any consumer under any other rate than as provided in this article, and there shall be no discrimination in rates between consumers using equal amounts of current for the same purpose under the same conditions.

§237-3.12. Service beyond corporate limits.

The City, by resolution of its Mayor and Council, shall have the power and authority to contract with any person, persons, association or corporation, to sell electric current for light, heat and power purposes beyond its corporate limits when, in the judgment of the Mayor and Council, it is beneficial to the City to do so.

§237-3.13 Special circumstances.

No electricity shall be billed to any consumer under any other rate not provided for by this article provided; except that if, in the opinion of the Electric Superintendent and the City Clerk-Treasurer, and after review with the City Administrator, there is a change in the nature of electricity being used, an adjustment to the billings can be made to apply the correct the rate classification(s), or in cases of erroneous or missing load meter data an adjustment to similar usage as the year before, or an average usage may be used, if supporting information is available to make such estimates.

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

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

Passed and approved this _____ day of _____, 2020.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

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

(SEAL)

6. Ordinance Amending the Municipal Code; Initiating a Sewer Rate Adjustment Increasing Total System Revenues by 3.0%, Effective with the October 2020 Billing (Third and Final Reading)- City Administrator Butcher

ORDINANCE NO. 2020-

AN ORDINANCE TO AMEND SECTIONS 325-8.1 THROUGH 325-8.3 OF THE MUNICIPAL CODE; TO INITIATE A SEWER RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICE FROM THE SEWER SYSTEM OF THE CITY BY 3.0% EFFECTIVE WITH THE OCTOBER 2020 BILLING; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTIONS 325-8.1 THROUGH 325-8.3; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. Sections 325-8.1 through 325-8.3 of the Municipal Code shall be amended as follows:

§325-8.1 Residential rates.

A. Residential usage for all domestic use only. The bills for the twelve (12) months beginning each April shall be based on an average of the water consumption billed in January, February and March. The sewage charges for a new residential user who has not established an average for the months of January, February and March, or a user who only has sewer and no water usage shall be charged the following usage:

- (1) Single occupancy: 200 cubic feet per month, plus the minimum sewer charge.
- (2) Double or more occupancy: 600 cubic feet per month, plus the minimum sewer charge.
- (3) No water usage - metered: 600 cubic feet per month, plus the minimum sewer charge.

B. The charges are:

- (1) Effective October 2020 billing: customer charge of \$22.57 per meter, plus \$.03200 per cubic foot.

§325-8.2 General service rates.

General services rates (formerly commercial) are applied to nonresidential accounts each month.

The charges are:

- A. Effective October 2020 billing: customer charge of \$52.90 per meter, plus \$.03200 per cubic foot.

§325-8.3 Large general service rates.

Large general services rates are as follows:

- A. Users contributing above allowed limits of BOD, SS, TKN, or FOG as defined below.

The Charges are:

(1) Effective October 2020 billing:

- (a) Minimum charge of \$250.00 per meter; and
- (b) Per cubic foot: \$.0185; and
- (c) Per pound of biochemical oxygen demand (BOD) that is measured to be greater than 200 mg/l: \$0.40; and
- (d) Per pound of suspended solids (SS) that measured to be greater than 220 mg/l: \$0.25.
- (e) Per pound of Total Kjeldahl Nitrogen (TKN) that measured to be greater than 30 mg/l: \$0.50.
- (f) Per pound of Fats Oils and Grease (FOG) that measured to be greater than 100 mg/l: \$0.27.

B. The sewer charges in Subsection A(1)(c) thru (f) above are based on observed wastewater flow from the customer using a suitable continuous recording device for measuring concentrations of biochemical oxygen demand (BOD), suspended solids (SS), Total Kjeldahl Nitrogen (TKN) and Fats Oils and Grease (FOG).

C. If the additional cost associated with industrial general service wastes are not recovered by the large general service rate charges or above surcharges, the City shall have the option to review the effect any user (all classifications) has on the wastewater system and establish adequate charges, if necessary, for the excessive amounts of biochemical oxygen demand, suspended solids or other applicable pollutants.

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

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

Passed and approved this _____ day of _____, 2020.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

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

(SEAL)

REPORTS

1. City Administrator's Report - City Administrator Butcher

CITY ADMINISTRATORS REPORT – 10/20/20

- Unified Command Team Meetings with Four Corners Health (weekly).
- Monitoring a number of street projects (East Seward Street, Waverly Road, Karol Kay).
- AMI project finalization with Olsson, Electric Dept., and Water Dept, bid award notices and contracts.
- Covid-19 response to inquiries and issues.
- Prepared background checks for Police Chief candidate interviews.
- Finalizing targets for past 6 month period and upcoming 6 month period.
- Updated liquor SDL policies with City Attorney.
- Met with Rail Campus tenant regarding drainage, streets, and future plans.
- Worked with NMPP on rate study for electric.
- Reviewed insurance items with Suhr and Lichty.
- Reviewed Seward Trail Project with Doug Holle (Schemmer) to present items to NDOT for final change order for design. This includes final route through County Fairgrounds.
- Attended the online training by the Nebraska League of Municipalities for new Land Bank Statutes.
- Met with Building Code staff on ADA accessibility and downtown.
- Spoke at Kiwanis lunch group on plans for FY 2020-2021.
- Did a welcome for the State Chamber Executives Conference held in Seward.
- Met with Finance Director Nick Wolf to conduct our annual “budget autopsy” to look at ways to improve the process for next year. Will meet again in 30 days to prep items for next year.

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

Police Department

- Suicide Prevention Coalition Meeting on Tuesday.
- LEPC Meeting on Wednesday.
- 4th of July Committee Meeting on Thursday.

Clerk’s Office

- TIF Application for Levander’s Auto and Plex Homes Phase 2 for CRA Meeting.
- Chief of Police Vacancy Process Continuing.
- Score past 6-months targets that are due.

Water/Wastewater Department

- Work on Water Main project for Hwy 15.
- Sanitary inspection on NDHHS.
- Bid opening for new outfall project.
- Sample new Dakota test well.
- VFD repairs at SW well field.

Parks and Rec/Cemetery/Golf/Pool

- Last week for fall golf league, soccer and flag football.
- Planting trees at the golf course and parks.
- Fall cleanup of flower beds.
- Mowing for parks, cemeteries, and golf course.
- New pool heater building.

Electric Department

- Set pole and anchor at 6th & South Street.
- Hookup Scooter’s for service.
- Infrared scanning.
- Check the Rail Campus substation reclosure.

- Haul brush from storm damage.

Street Department

- Repair sidewalk at library.
- Sign replacement.
- Patch potholes.

Library

- Thursday Tech class on using Zoom (registration required).
- Iowa Library Conference (online).
- Staff meeting on Friday.
- Material ordering.

Building Inspection/Planning Department

- Continue working on GIS updates.
- Talk to contacts this week to determine counts and how they are figured for the ADA Sidewalk Project.
- Three new home plan reviews (1-Ridge Run, 2- Fairway Woods) 999 Ironwood interferes with drainage inlet upgrade.
- Meeting with EOC Center for Seward County and Milford regarding addresses for 911.

Engineering

- Presentation for Planning Commission on Bike Trail.
- Bid opening for WWTP Outfall.
- Visit Box Elder WWTP and develop RFQ for the WWTP Upgrade.
- Preliminary project planning for East Hillcrest Drive and Bluff Road.

Finance Department

- Distribute budget documents to dept. heads, website, etc.
- Prepare for the audit on Nov. 18 & 19.
- Update payroll for 1% COLA.
- Budget autopsy meeting.
- Prepare airport authority audit items (performed remotely).

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE
ACTION
ANNOUNCEMENT OF UPCOMING EVENTS
MOTION TO ADJOURN**

I, Derek Bargmann, the duly appointed qualified and acting City Clerk of the City of Seward, Nebraska, hereby certify that the foregoing Notice of Meeting and Agenda for such meeting has been posted in the following places: Seward City Hall, Seward Municipal Building, Seward County Courthouse, Seward Memorial Library and CityofSewardNE.gov

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City.

Derek Bargmann, City Clerk

Date