



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

**Tuesday, November 3,
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, November 3, 2020, in the Seward Civic Center East & West Basement, 616 Bradford St, Seward, NE 68434, which meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

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

ROLL CALL

MINUTES

1. Draft Minutes of October 20, 2020 - City Clerk Otte

CONSENT AGENDA

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

ADMINISTRATIVE ITEMS

1. Request by St. Vincent de Paul Catholic Church, 152 Pinewood Ave, Seward, for a Special Designated Liquor License for a Fundraiser Event in the Church Social Hall on November 20, 2020; Alternate Date of November 21, 2020 - City Clerk Otte
2. Request from Cemetery Board to Allow Temporary Markers at the Seward Cemeteries - Public Properties Maintenance Workers Chelewski & Brandl
3. Professional Services Agreement with Capital City Concepts, LLC to Conduct a Wage & Benefit Comparability Study - City Administrator Butcher
4. Agreement with Olsson for Geotechnical Services for the Wastewater Outfall Project in the Amount of \$7,320 - City Administrator Butcher
5. Ordinance Suspending Seward Municipal Code Chapter 303 for a Period of Six Months, and to Issue a Stay for the Business of Selling and Delivering Goods, Wares, or Merchandise or Taking Orders for Goods or Merchandise to or at Residential Premises Within the City - City Administrator Butcher
6. Ordinance Approving Text Amendment to the City of Seward Unified Land Development Ordinance (ULDO); Article 29 FP/FW Floodplain/Floodway Overlay District (Second Reading) - Bldg/Zoning & Code Enf Director Dworak

REPORTS

1. City Administrator's Report - City Administrator Butcher

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

ANNOUNCEMENT OF UPCOMING EVENTS

MOTION TO ADJOURN

I, Bonnie Otte, the duly appointed qualified and acting Assist Admin/Clerk-Treasurer/Budget & HR Director of the City of Seward, Nebraska, hereby certify:

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

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

Bonnie Otte
Assist Admin/Clerk-Treasurer/Budget & HR Director

Date

October 20, 2020

The Seward City Council met at 7:00 p.m. on Tuesday, October 20, 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. Absent: Alyssa Hendrix. 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 OCTOBER 6, 2020 COUNCIL MEETING

Councilmember Singleton moved, seconded by Councilmember Schmit, that the minutes of the October 6, 2020 City Council meeting be approved.

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

1-5. CONSENT AGENDA CONSIDERATION ITEMS

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

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

CLAIMS LIST
10-20-20
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.

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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

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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

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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>

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

PUBLIC HEARINGS

1A. PUBLIC HEARING - 7:00 PM - TAX INCREMENT FINANCING APPLICATION OF LEVANDER AUTO BODY, 1778 PINE ST., SEWARD

TIF Attorney Andrew Willis presented the Tax Increment Financing (TIF) application of Brian Levander, Levander's of Seward, LLC for the construction of a new 7,000 square foot commercial building and associated improvements for the purpose of an auto body repair center on the Project Site located at 1778 Pine Street, Seward.

1B. REVIEW OF REDEVELOPMENT PLAN AMENDMENT AND COST BENEFIT ANALYSIS

The Project is anticipated to have a base valuation of \$50,000 and a minimum final valuation of approximately (County Assessor) \$515,640 upon completion. The Redeveloper estimates that the total Project costs shall be approximately \$508,438. Of these costs, approximately \$178,437.50 are TIF-eligible expenditures, of which the Redeveloper is requesting \$121,000 in TIF Indebtedness (net approximately \$110,870 after fees and cost of issuance). Mr. Willis stated the application includes site acquisition, site preparation, grading, and architectural and engineering fees as eligible expenses. The Redeveloper has stated that the Project would be financed in part using investor equity and the remainder of costs borrowed from an existing bank line of credit. The Redeveloper is planning on holding the note; thus the 0% interest rate.

The Project is planned to begin construction in 2020 with construction completed in the first quarter of 2021, with an effective date for division of taxes of January 1, 2021.

Mr. Willis presented the estimated TIF uses as:

Site Acquisition	\$ 98,437.50
Site Preparation	\$ 10,000.00
Grading	\$ 50,000.00
Architectural & Engineering Fees	\$ 20,000.00
Total	<u>\$ 178,437.50</u>

Mr. Willis stated the Developer is aware that if the final assessment comes in lower, the Developer is responsible for any shortfall. However, since the developer is holding the note, the developer just would not receive the full note payment.

Mr. Willis stated the Project Site is located in the northeast corner of the Rail Campus Area. The 2018 City of Seward Comprehensive Plan identifies the current land use as open space, designated as industrial use. The Rail

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Campus Area has been the focus of the City for strategic growth for a variety of industrial and commercial uses. The Comprehensive Plan identifies the Highway 15 Corridor as a primary location for industrial and commercial development.

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 business and/or development to the Rail Campus Area without the use of TIF.

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

There is no public acquisition of private property, relocation of families or businesses or the sale of property to accomplish the Project. The Project Site is under contract for purchase by Redeveloper subject to the City's normal process for disposing of property.

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

The commercial building will be approximately 7,000 square feet on the approximately 1 acre lot and will meet the applicable land-coverage ratios and zoning requirements of the City.

There are no adverse impacts 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. 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 will be necessary for the use and operation of the Project.

There are 37 parking stalls shown on the preliminary site plan. The Project must meet or exceed the parking requirements for the 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.

The Project is located in a BP Business Park District zone. Redeveloper will either need to obtain a conditional use permit or seek a change of zone, based on the proposed use. Redeveloper will be responsible for complying with the City 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.

Mr. Willis presented the Cost-Benefit Analysis:

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

No substantial adverse effects are anticipated on the public infrastructure and community public service needs. The public infrastructure required to serve the Project site exists or will be constructed as part of the Project. A body shop will be constructed on the vacant lot, but it is not intended to cause a material effect on the public infrastructure improvements or community public services in the City.

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The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. The business operated on the Project Site should generate immediate sales tax and personal property tax revenue that would otherwise not be produced.

It is not anticipated the Project will have a positive impact on employers and employees of firms locating or expanding with the boundaries of the area and will ameliorate conditions of blight which should attract additional redevelopment to the Rail Campus Area.

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

It is anticipated 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-\$60,000 annually. A comprehensive benefits package including healthcare, dental, vision, holiday, retirement, etc., will be available to all full-time employees.

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 of the Project appear to outweigh the costs.

1C., 1D., 1E. REDEVELOPMENT AGREEMENT, RESOLUTIONS

Mr. Willis presented the Redevelopment Agreement. He stated the Project consists of the construction of a commercial building for use as an auto body repair shop and automotive center.

The Effective date will be January 1, 2021.

The minimum Project Valuation will be \$515,640, with a completion date of July 31, 2021. The TIF indebtedness will be \$121,000 and the CRA shall capture the Tax Increment for a total period not to exceed fifteen years.

The Redeveloper shall not convey, assign or transfer the Project site or any interest therein prior to the termination of the fifteen year period commencing on the effective date without the prior written consent of the CRA.

The Redeveloper will be required to certify \$121,000 in eligible expenses upon Project completion.

Mr. Willis stated the Planning Commission and Community Redevelopment Authority recommended approval of the TIF project.

Mayor Eickmeier opened the public hearing.

Brian Levander, 648 Linden Ave, Grand Island, NE stated he started the business in 1997 and this is the 8th auto body repair shop that he is constructing in Nebraska. He has been trying to find a location in Seward to construct a business for fourteen years. He said the last project he did was in York and believes they are very happy with the sales tax dollars the business has generated and wages for the employees.

Mayor Eickmeier closed the public hearing.

Councilmember Beck introduced the following resolution:

**CITY OF SEWARD, NEBRASKA
RESOLUTION NO. 2020-39**

October 20, 2020

(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.

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- 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.

Councilmember Schmit moved, seconded by Councilmember Wilken that the Resolution be adopted.

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

Dated this 20th day of October, 2020.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

Councilmember Kolterman introduced the following resolution:

CITY OF SEWARD, NEBRASKA

RESOLUTION # 2020-40

(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").

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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.

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

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

Dated this 20th day of October, 2020.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

2. 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 Tom Gee to change the current zoning from AG (Agriculture) to R-2 (Urban Residential Moderate-Density District). The property is located south of Bluff Road and East of Concordia University.

The re-zone of the Gee property creates a contiguous R-2 zoning with the Greenquist property (recently rezoned R-2) and eliminates the spot zoning created because of the re-zone.

The subject property is in an Agricultural District (AG) and involves

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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 several residences and land that are currently zoned R-2 that are also outside the city limits of the City of Seward.

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

Ordinance No. 2020-25 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.

3. PUBLIC HEARING - 7:00 PM - ORDINANCE APPROVING THE PRELIMINARY AND FINAL PLAT OF SEWARD RAIL CAMPUS PUD 1ST ADDITION

Building/Zoning & Code Enforcement Director Dworak presented the final plat of the Seward Rail Campus PUD 1st Addition. He stated there is no change to the perimeter from the original Final Plat. The only change is the break-out of an outlot into two separate parcels and the addition of an easement for a drainage ditch.

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

Ordinance No. 2020-26 approving the preliminary and final plat of Seward Rail Campus PUD 1st Addition was adopted.

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)

City Administrator Butcher stated the draft ordinance is an amendment to the Unified Land Development Ordinance (ULDO) based on a recommendation by the State of Nebraska Department of Natural Resources to correspond with the current firmware flood maps. He said the Planning Commission made a specific request for an amendment to the draft ordinance regarding the lack of definition of manufactured house. He said he would recommend the Council conduct the public hearing and consider the ordinance on first reading and allow the Planning Commission the opportunity to review the amended language and make any further recommendations to the City Council.

Building/Zoning & Code Enforcement Director Dworak presented the high points of proposed changes to the ULDO; Article 29 FP/FW Floodplain/Floodway Overlay District.

Mayor Eickmeier opened the public hearing. Mayor Eickmeier closed the public hearing.

Councilmember Schmit introduced Ordinance No. 2020-27, which Mayor Eickmeier read by title on first reading, "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". No action was taken. The ordinance will be considered for adoption on second reading on November 3, 2020.

CITIZEN REQUEST

October 20, 2020

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

Nancy Kahl, 1899 N 4th St., Seward, addressed the City Council requesting an ordinance be adopted mandating wearing facial masks and social distancing in the public and in all businesses in the City of Seward. She encouraged the City Council to pass similar legislation to Lincoln and Omaha.

Councilmember Hendrix joined the meeting at 7:40 p.m.

Julie McMeekin, 1888 Karol Kay Blvd. spoke in opposition of any mask mandate stating people should be able to choose if they wish to wear a mask.

Kristi Ideus, 1990 Rainbow Ave. spoke in opposition of any mask mandate stating people have the right to self-isolate, stay at home, or wear a mask when they are in the public and a mandate will cause loss of business and economic consequences.

Terri Hobson, 1356 Fairlane Ave., owner of TNT Boutique, 635 Seward St., spoke in opposition of any mask mandate stating such a mandate will cause detriment to small business and families.

Raegan Hain, 3456 Branched Oak Rd, Staplehurst, NE spoke in opposition of any mask mandate stating concern for physical and mental health of persons required to wear them and commented that the data indicates wearing masks does not ward off the spread of the virus.

Darrell Zabrocki, 427 S. 1st St. spoke in opposition of any mask mandate stating the connotation of an ordinance is there will be some consequences in enforcement such as fines, jail time, etc. and feels it would be government overreach to adopt such city law.

Tom Rief, 105 Wildwood Rd., owner of Sparetime Lounge and Grill, 119 S 4th St. spoke in opposition of any mask mandate indicating it would be difficult to enforce and would cause severe economic loss.

Dana Seevers, 222 Wildwood Rd. spoke in opposition of any mask mandate stating the available information and numbers presented is skewed and requested the Council consider more research prior to considering action.

Councilmembers thanked the public for speaking on the item. There was a general request for the public to respect those who choose to wear a mask in public, but additional request to respect those who choose to not wear one in businesses or in the public.

Mayor Eickmeier stated they do consider directives issued by the Governor and does not feel now is the best time to consider any mask mandate. No action was taken.

COUNCIL REQUEST

1. DISCUSSION REGARDING NATURAL BUFFER ZONE AND STREET LIGHTING ALONG KAROL KAY BLVD. FROM BADER AVE. TO HILLCREST DR.

Councilmember Kamprath opened discussion regarding the City constructing some type of natural buffer zone and street lighting along Karol Kay Blvd from Bader Ave. to Hillcrest Dr. for the Eastridge Homeowners Association. He said he would like the City to provide some funding for the buffer zone and lighting.

October 20, 2020

City Administrator Butcher stated the project was brought up back in February. When there was mention of drafting an MOU with the homeowners association, he thought it be best to bring it to the Council to see if there was interest in being involved in a project. The area is in city right-of-way and the city could just install something or they could do the project and enter into an MOU for the association to maintain it.

Councilmember Kamprath stated the association has been in contact with the Upper Big Blue NRD and there are resources available for plantings and expertise on the best types of plants. The association would like to have the NRD contact involved in the project. He stated he would like the city to commit to labor and/or resources to get a shelter-belt built on city right-of-way to restore some of the natural beauty lost with the Karol Kay project.

City Attorney Hoffschneider stated that as part of the condemnation process on the land, the association issued a complaint about the lighting, but it was included in the award.

Mayor Eickmeier stated he would prefer the homeowners association present their request for a buffer/lighting project rather than the city presenting an offer. He added that the association had the opportunity to negotiate a buffer/lighting plan for the project, but chose not to negotiate.

No action was taken; however, it was suggested that City Administrator Butcher and ward representatives Beck and Kolterman meet with the HOA to show them the current plans for plantings and the lighting layout that is part of the Karol Kay Blvd project and move forward from that point.

ADMINISTRATIVE ITEMS

1. WELL PERMIT APPLICATION FOR DOUG OBERHAUSER, 360 LARKSPUR LANE

City Administrator Butcher stated that the application for a well permit at 360 Larkspur Lane is complete except the listed well driller has not registered in the City, which is a requirement of the permit.

Councilmember Singleton moved, seconded by Councilmember Hendrix that a well permit be issued to Doug Oberhauser, 360 Larkspur Lane, conditioned upon the listed well-drilling company (Penne Well Drilling, Inc., 324 S C St, Belgrade, NE 68623) register to conduct business in the City of Seward prior to the permit being issued.

City Attorney Hoffschneider recommended not approving a conditional permit, stating his opinion that it would not be legal.

Councilmember Singleton withdrew his motion for approval as did Councilmember Hendrix withdrew her second to the motion. No further action was taken.

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 presented the bids received for the Wastewater Outfall relocation project. He said the low bid was received from Van Kirk Bros. Contracting.

Councilmember Schmit moved, seconded by Councilmember Kolterman that the bid for the Wastewater outfall relocation project be awarded to Van Kirk Bros. Contracting in the amount of \$283,700.86, including Alternate C.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: None

October 20, 2020

Absent: None. Motion carried.

3. APPROVE FIRST AMENDMENT TO PROJECT SUPERIOR (PETSOURCE/SFD OPCO, LLC) SITE READINESS MOU

City Administrator Butcher stated the City entered into a site readiness MOU with Project Superior (Petsource/SFD Opco, LLC) for pre-treatment wastewater discharge, based on estimates prior to construction. They now have actual data and are requesting an adjustment to the discharge limits.

Councilmember Kolterman moved, seconded by Councilmember Beck that the First Amendment to Project Superior (Petsource/SFD Opco, LLC) Site Readiness MOU be approved.

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

4. RESOLUTION APPROVING A POLICY STATEMENT ENTITLED, "EXPEDITED PROCESS FOR REVIEWING SPECIAL DESIGNATED LIQUOR LICENSE APPLICATIONS, 2020-001"

City Administrator Butcher stated there was recent legislation allowing municipalities to have an expedited process for special designated liquor licenses. He stated the resolution adopts a policy that allows that expedited process.

Councilmember Kamprath introduced the following resolution:

RESOLUTION NO. 2020-41

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.

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

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

Passed and approved this 20th day of October, 2020.

THE CITY OF SEWARD, NEBRASKA

October 20, 2020

ATTEST:

Joshua Eickmeier, Mayor

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

(SEAL)

5. 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 third and final 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 adopted.

6. 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.

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 adopted.

Councilmember Wilken moved, seconded by Councilmember Schmit, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and approving: **Ordinance No. 2020-19**, "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"; **Ordinance No. 2020-20**, "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"; **Ordinance No. 2020-25**, "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 THESE ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT"; and, **Ordinance No. 2020-26**, "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

October 20, 2020

PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM", 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.

REPORTS

1. CITY ADMINISTRATOR'S REPORT

Councilmember Miller moved, seconded by Councilmember Singleton, that City Administrator Butcher's report of October 20, 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

None

ANNOUNCEMENT OF UPCOMING EVENTS

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Schmit, that the October 20, 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

CLAIMS LIST
11-3-20

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		265.95
Almquist Maltzahn Galloway	Se		4,355.00
Anderson Art	Ex		120.00
Barco Municipal Products	Si		545.46
Bern's Body Shop	Re		228.00
Bizco Technologies	Eq		4,325.52
Blue Cross Blue Shield Ne	Ins		50,388.25
Bluestem Network LLC	Se		100.00
Border States Industries	Ci, Inv, Ma		34,801.70
Brandl John	Ex		90.00
Campbell Cleaning	Su		98.06
Campbell Shayne	Ex		60.00
Capital Business-Dallas	Eq, Su		351.00
Chase Card Service			8,245.00
Dollar General	Su	34.03	
Pacific Coast Laboratories	Eq	476.06	
Amazon Mktp	Eq, Su	1,602.01	
Walmart	Su, Food, Re	367.37	
Amazon Prime	Dues	13.90	
USPS	Su	21.65	
Menards	Su	19.26	
Amazon.com	Eq, Su	237.18	
www.Reservations.com	Trng/Lodging	19.99	
Quality Inn	Trng/Lodging	145.98	
Sandhills Lounge Long Pine	Trng/Meals	43.06	
BJ's Country Store	Trng/Meals	25.50	
Caseys	Su	52.63	
Raising Canes	Trng/Meals	17.36	
WireCableGo	Re	90.84	
Bobcat of Omaha	Re	270.10	
Online Covers Direct	Ma	227.44	
ConstantContact	Ex	20.00	
Harbor Freight Tools	Su	35.35	
Phillips 66	Ma	9.52	
Talech	Ex	67.00	
Sam's Club	Food	167.97	
Runza	Meals	84.07	
Zoom.Us	Ex	16.03	
Uline*Ship Supplies	Park Eq	2,729.66	
Kirby Built Products	Gu	1,189.04	
Mobile Mini	Eq	262.00	
Chemsearch	Su		1,036.95
City Seward Buildings/Gr	Op		3,000.00
City Seward Electric Fund	Ut		33,506.86
City Seward General Fund	Fees		300.00
City Seward Library Petty	Su		178.84
City Seward Payroll Accou	Payroll		148,998.54
Core & Main LP	Re		1,443.37
Core Carson	Ex		180.00
Dugan Printing & Promotion	Su		2,305.50

Ecolab	Su	198.14
Galls LLC	Un	347.64
Gehring Construction	Ci	181,570.02
General Code	Ma	1,195.00
General Fire & Safety Equip	Su	38.60
Gerhold Concrete Co Inc	Ma, Re	732.82
Great Plains Communication	Se	490.00
GWorks	Su	1,700.00
Helmlink Printing/Grph Inc	Su	75.00
Hireright LLC	Se	33.54
Hoffschneider Law Pc LLO	Se	5,015.00
Husker Electric Supply Co	Re, Su	1,928.97
Hydraulic Equipment Service	Re	1,021.67
I E S Commercial Inc	Ci	18,517.99
J E O Consulting Group Inc	Se	1,150.00
Jacobsen Rock & Gravel	Su	3,731.88
Jones Automotive	Re	760.00
Lang Luke	Ex	180.00
Lee's Refrigeration	Re	447.90
Lincoln Winwater Works	Re, Bu	7,023.97
Lopez Troy	Ma	75.00
Memorial Health-Drug	Se	34.00
Mid-American Benefits Inc	Ins	1,511.14
Midwest Turf Inc	Re	766.71
Morris Gerald	Ex	60.00
Nebraska D A S Acct OCIO	Se	231.00
Nebraska Equipment Inc	Re	125.65
Nebraska Health Environment	Se	1,402.00
Nebraska Pub Pow-Desmoine	Ut	537,069.64
Norris Public Power Dist	Ut	923.52
Odeys Inc	Su	11,952.00
Olsson	Se	15,156.35
O'Reilly Automotive Inc	Re, Su, Tools	286.72
Orscheln Farm & Home	Su, Re, Gu, Bu Ma	699.12
Plains Tree Farm Inc	Gu	30.00
Power Service Inc	Re	34.19
Prestige Flag	Gu	305.99
Principal Financial Group	Ins	2,217.75
Quality Brands Of Lincoln	Su	124.85
Quill Corp	Su, Eq	540.11
R & J Service	Re	974.29
Reams Sprinkler Supply	Re, Gu	303.79
Rose Equipment Inc	Re	305.31
Sapp Brothers Petroleum I	Su	6,383.85
Schemmer Architects Engin	Ci	6,490.00
Seward County Chamber & Dev	Ex	195.00
Short Elliott Hendrickson	Se	10,150.68
Skarshaug Testing Laborat	Se	479.05
Smith Jourdhin	Ex	120.00
Sports Express	Su	562.99
St John Lutheran Church/S	Refnd	25.00
St P J Supply Inc	Su	89.94
State Distributing Co	Su	75.00
Suhr & Lichty Insurance A	Ins	174.00
Time Warner Cable	Se	723.80
Ty's Outdoor Power & Serv	Eq	19,913.60
U S Cellular	Se	258.76
Verizon Wireless	Se	303.93
Vickerman Company	Bu	194.19
Vulcan Industries Inc	Ma	1,027.00

Wesco Distribution Inc

Inv, Ci
CLAIMS TOTAL

27,734.40
\$1,171,112.46

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

St Vincent de Paul Catholic Church
Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

152 Pinewood Ave, Seward NE 68434
Retail Liquor License Address or Non-Profit Business Address

47-6026217
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 11-20-20

Event Start Time(s): 4:00 pm

Event End Time(s): 12:00 Am

Alternate Date: 11-21-20; start time 11:00 A.M; end time 12:00AM

Alternate Location Building & Address: Same location building & address

Event Building Name: St Vincent de Paul Church Social Hall - Only

Event Street Address/City: 152 Pinewood Ave / Seward

Indoor area to be licensed in length & width: 60 X 90 Social Hall only

Outdoor area to be licensed in length & width: _____ X _____ (Diagram Form #109 must be attached)

Type of Event: Football Watch Party Fundraiser Estimate # of attendees: 250 max

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Rev. Robert Tucker Event Contact Phone Number: 402-643-3421

Event Contact Email: tausha-dybdal@cdoline.net

*Signature Authorized Representative: Rev Robert G Tucker Printed Name Rev. Robert G. Tucker
I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

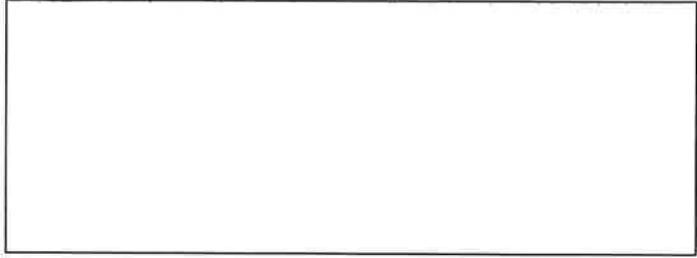
The local governing body for the City/Village of _____ OR County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL DESIGNATED LICENSE
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/
Email Applications: michelle.porter@nebraska.gov



This page is required to be completed by Non-Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

St Vincent de Paul Catholic Church

NAME OF CORPORATION

47-6026217

FEDERAL ID NUMBER

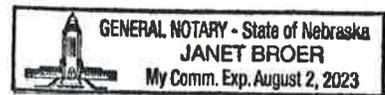
[Handwritten Signature]

SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 16th DAY OF October, 2020

Janet Broer
NOTARY PUBLIC SIGNATURE & SEAL



October 20, 2020

Seward Cemetery Board

A special meeting of the Seward Cemetery Board was held October 20, 2020 at 11:00 a.m. at the Seward Cemetery, 2440 Hwy. 15. This meeting was open to the attendance of the public. Present were: Greg Zabka, Claudia Horton, Rick Endicott, Pat Payne, John Brandl, Kent Chewlewski, and Bob Core, Public Properties Director. Absent: Roger Glawatz, Jeff Volzke.

The chairman announced a copy of the agenda for this meeting was posted at City Hall, Seward Memorial Library, and Seward County Courthouse.

1. TEMPORARY MARKERS – Discussion/Action

At this time there are 144 temporary markers in the Seward cemeteries and many are damaged and in need of repair.

Discussion ensued to seek approval to repair existing markers and identify parameters going forward regarding temporary markers. With a motion by Greg Zabka and seconded by Claudia Horton, the Board voted to accept the new temporary markers for future use, if chosen by family, to be in place for a period of one year. The proposal will be presented to the City Council for approval.

AYE: Zabka, Horton, Endicott, Payne

NAY: None

ABSENT: Glawatz, Volzke

In the interim, the Cemetery Board will outline the legal parameters for a stone foundation consistent with existing rules and regulations, if that option is chosen by family, and be presented at the December Cemetery Board Meeting.

The meeting was adjourned at 11:55 a.m. in a motion by Horton, seconded by Zabka.

Pat Payne, Secretary

October 28, 2020

Greg Butcher
City Administrator
City of Seward
537 Main St.
P.O. Box 38
Seward, NE 68434

Dear Greg,

Per your request, I have enclosed a proposal for a Comparability Study. This study should provide information necessary to establish compensation parameters for the City of Seward.

The comparability study would be conducted under Nebraska Commission of Industrial Relations Guidelines and use current commission methods for the calculations of comparable wage and benefit information.

We will approach the comparability study as a Market study, data collection with each proximate array member, gathering wage data and obtaining specific job match information, while making detailed comparisons of benefit packages at the various locations (as well as future cost projection). The fee for this study would be \$14,000.

Thank you for the opportunity to work on this study with you as we do enjoy the challenges that they offer.

Sincerely,



Paul W. Essman
Capital City Concepts L.L.C.

SCOPE OF SERVICES AND ASSOCIATED COSTS

A. OBJECTIVE

To establish pay lines for all employees of Seward. Pay lines that are comparable to the prevalent wage rates within a selected labor market. Of course, current Commission of Industrial Relations standards would be used to exhibit benefit information.

B. PROCESS

1. A management review of current job descriptions to ensure that the descriptions reflect work being performed.
2. Select survey sources. Seven to Nine Survey sources will be selected by consultant, with consultation from City.
3. Design survey package. Consultant will design survey instrument to fit City of Seward information needs.
4. Establish data collection schedule. With some initial contact provided by City of Seward, Consultant will make contact with array members.
5. Collect data and informational material from each input.
6. Analyze data. Using established Commission criteria.
7. Compute findings.
8. Issue reports.

C. PROJECT COST

1. Wage / Benefit Market Study \$ 14,000.00 *
2. Payment in full after report issued.

* Expenses included.

D. PROJECT TIME LINE

This part of the project is dependent upon job description update. The wage study can be completed approximately 90 days after Step B (1) is finished. A completion date of March 2021. is contemplated.

E. PROJECT CONSULTANTS

Paul W. Essman
Capital City Concepts L.L.C.
528 South 13th, Suite 1
Lincoln, NE 68508
(402) 475-4994

F. Signature

Consultant  Title PC Date 10-27-2020

Client _____ Title _____ Date _____



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

October 28, 2020

City of Seward Nebraska
Attn: Greg Butcher
PO Box 38
Seward, NE 68434-0038

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Seward WWTP Effluent Pipeline (the "Project")
Seward, Nebraska

Dear Mr. Butcher:

It is our understanding that City of Seward Nebraska ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: Geotechnical exploration and report for the construction of a new effluent pipe for the existing Seward wastewater treatment plant (WWTP). Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

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

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

CITY OF SEWARD NEBRASKA

By _____
Signature

Print Name _____

Title _____

Dated _____

- Attachments
General Provisions
Scope of Services
Boring Location Map

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated October 28, 2020 between City of Seward Nebraska ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson

harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the

construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with

diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any

fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent

professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed

in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in

employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and

photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous

Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s)

or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated October 28, 2020 between City of Seward Nebraska ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Seward, Nebraska

Project Description: Seward WWTP Effluent Pipe

Project Background:

We understand this project comprises the construction of a new effluent pipe for the existing Seward wastewater treatment plant (WWTP). The 30-inch diameter reinforced concrete pipe (RCP) will have a bury depth of approximately 8 to 16 feet.

Upon reviewing soil logs in the area, we estimate that the subsoil profile will likely consist of native clays. Based on our evaluation of the expected conditions, the proposed boring depths will provide sufficient delineation of the subsurface strata to prepare our recommendations.

SCOPE OF SERVICES

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

Phase 100 – Geotechnical Exploration

Task 101 – Drilling Services

1. Coordination and General Notes

- a. Olsson will contact Diggers Hotline of Nebraska to locate underground utilities. To ensure the safety of the crew on site, Owner must inform Olsson of the location of all private utilities and private utility service connections. The cost of locating private utility lines and private service connections is the Owner's responsibility. Olsson is not responsible or liable for damage to any private utilities or private service connections.
- b. All boring locations must be readily accessible. Any fees resulting from the use of mud-matting or clearing operations to achieve access to boring locations is Owner's responsibility and not included in this scope of work. Olsson will not perform field work until access to boring locations is satisfactory to Olsson.
- c. Drilling equipment may cause disturbance to natural surroundings including but not limited to soil indentations, concrete cracking, and damage to underground sprinkler systems. Olsson will not be liable or responsible for any site disturbance that may occur as a result of bringing equipment on site. The Owner accepts full responsibility for site disturbance.

2. Field Exploration

- a. We propose to use a truck-mounted drill rig to complete the following soil test borings for the geotechnical exploration:
 - Two (2) soil test borings to a depth of 25 feet each; and

- One (1) bulk sample.

The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 50 linear feet.

- b. Soils will be sampled in general accordance with ASTM D1586 and ASTM D1587.
- c. We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.
- d. After obtaining groundwater level readings, we will backfill the borings with soil cuttings.

Task 102 – Geotechnical Services

1. Laboratory Services

As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D2488), unconfined compression tests (ASTM D2166), thin-walled tube density tests (ASTM D7263), moisture content tests (ASTM D2216), Atterberg limit tests (ASTM D4318), Standard Proctor tests (ASTM D698), grain size analyses, crumb tests, pinhole dispersion tests, and soil chemistry tests.

2. Engineering Analysis and Report Preparation

Olsson will perform engineering analyses and provide conclusions and recommendations regarding the following:

- a. Applicability of previous geotechnical report data to the current project.
- b. Thickness, moisture, and compaction criteria for backfill or structural fill. Soil excavation criteria in accordance with OSHA Standards will be included or referenced.
- c. Anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.
- d. Analysis of the on-site soils encountered regarding the potential for reuse as structural fill.
- e. Analysis of the on-site soils for corrosivity to buried utilities.
- f. Lateral earth pressure values for buried pipe design.
- g. Recommendations, if necessary, regarding subgrade stabilization criteria for installation of the sewer main.

We will present our conclusions and recommendations in a written report that will include a map of boring locations, soil boring logs, and a summary of laboratory tests.

FEE ESTIMATE, SCHEDULE, AND CLOSURE

Task 101 - The fee for Drilling Services listed above will be invoiced on a lump sum basis of \$1,410.00.

Task 102 - The fee for the Geotechnical Report and Laboratory Services listed above will be invoiced on a lump sum basis of \$5,910.00.

TOTAL COST OF DRILLING AND GEOTECHNICAL REPORT SERVICES: \$7,320.00

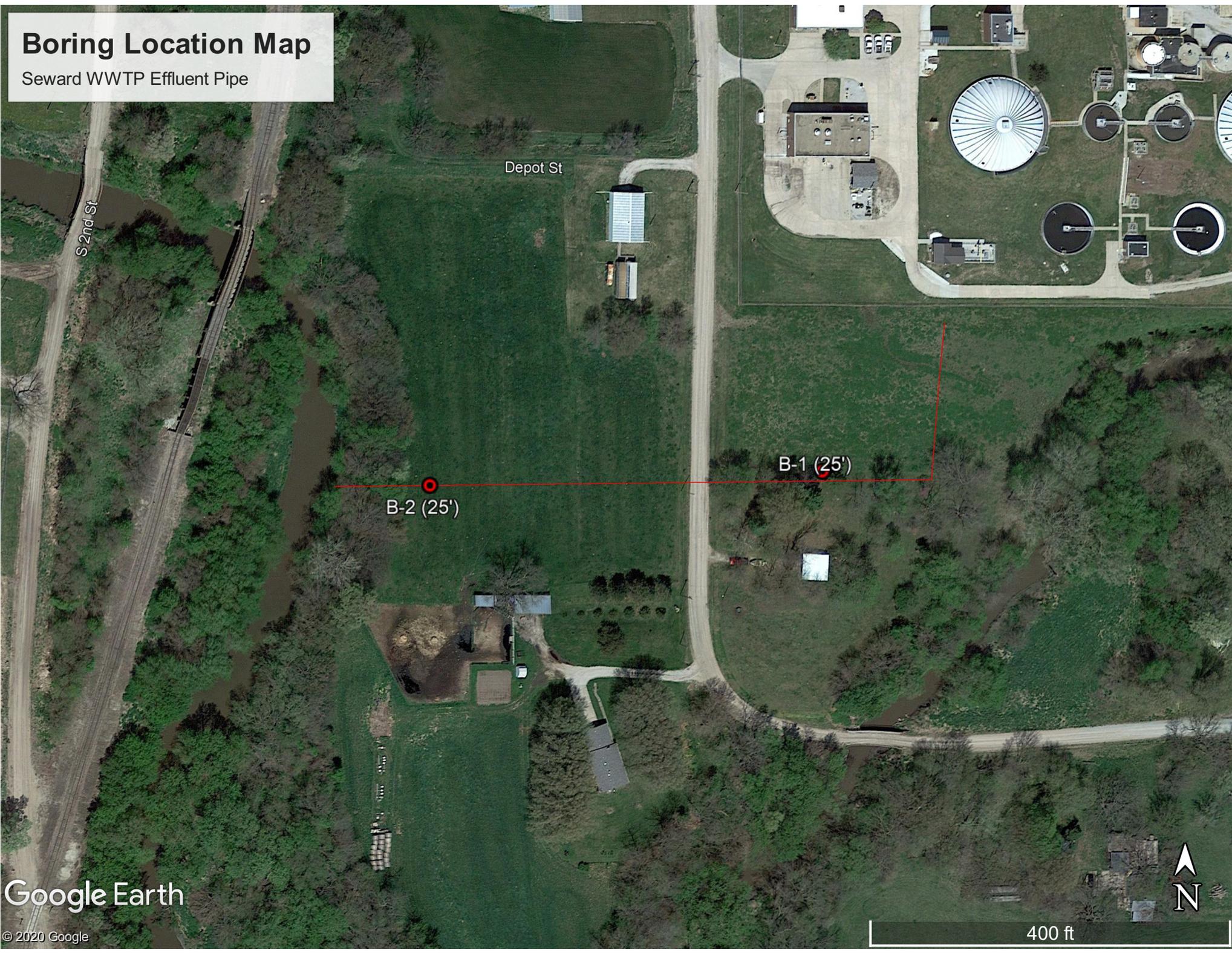
Barring circumstances beyond our control, we will complete the geotechnical report by December 15, 2020 but provide preliminary recommendations as information becomes available.

Olsson is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Olsson stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. If you have any questions or concerns, please call Tom Kettler at 402-458-5077 (office). We look forward to hearing from you and working with you on this project.

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Boring Location Map

Seward WWTP Effluent Pipe



Google Earth

© 2020 Google

400 ft



ORDINANCE NO. 2020-

AN ORDINANCE TO SUSPEND SEWARD MUNICIPAL CODE CHAPTER 303 FOR A PERIOD OF SIX MONTHS, AND TO ISSUE A STAY FOR THE SAME PERIOD OF TIME FOR THE BUSINESS OF SELLING AND DELIVERING GOODS, WARES, OR MERCHANDISE, OR TAKING ORDERS FOR GOODS OR MERCHANDISE TO OR AT HOMES, APARTMENTS, OR OTHER RESIDENTIAL PREMISES WITHIN THE CORPORATE LIMITS OF THE CITY; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM AND 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. The City Council has authority under Section 72-1.12 of the Seward Municipal Code to adopt ordinance(s) as may be necessary or expedient to promote the public health and safety and the general interests and welfare of its citizens.

Section 2. The Novel Coronavirus (COVID-19) has impacted and continues to impact the citizens of the City of Seward, Nebraska.

Section 3. Door to door solicitation creates an undue risk of transmission of the Novel Coronavirus. For the term of six months, the interests of businesses in marketing their goods, wares, or merchandise can be adequately served through indirect forms of contact with the citizens of the City of Seward, such as electronic or paper mailings.

Section 4. Seward Municipal Code Chapter 303 is hereby suspended for a period of six (6) months from the effective date of this Ordinance, except that the violations and penalties provision of that section, Seward Municipal Code § 303-1.5, shall remain in full effect.

Section 5. There is hereby a stay on any person, firm, or corporation, whether as owner, agent, consignee, or employee, and whether a resident of the municipality or not, selling and delivering goods, wares, or merchandise, or taking orders for goods or merchandise to or at homes, apartments, or other residential premises within the corporate limits of the City of Seward. This stay shall be effective as to all prior issued permits and shall impose a stay on the issuance of any permit requested during the period of this stay.

Section 6. Emergency Declaration; Pamphlet Form; Publication, When Operative. Due to the potential impending danger of COVID-19, the Mayor hereby proclaims that this Ordinance requires immediate operation upon publication of this ordinance. This ordinance shall be published in pamphlet form and shall be in full force and effective upon first publication and shall be entered of record on the Clerk's minutes per Seward Municipal Code § 72-1.7.

Passed and approved this ____ day of _____, 2020.

CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

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

Chapter 303

PEDDLING AND SOLICITING

GENERAL REFERENCES

Junk and junk dealers — See Ch. 271.

Offenses — See Ch. 290.

**Streets, sidewalks and municipal
property — See Ch. 340.**

Vehicles and traffic — See Ch. 382.

ARTICLE I

Itinerant Sales**[Adopted as Ch. 10, Art. 2, of the 1976 Code]****§ 303-1.1. Permit required; fee; term; revocation. [Amended 9-7-1977 by Ord. No. 1095; 10-3-1995 by Ord. No. 39-95¹]**

To prevent the sale of fraudulent, dangerous, and unhealthy goods and services, and to protect the public by maintaining records of the products sold and the persons and companies responsible for such sales, all itinerant sales personnel shall, before doing business within the municipality, make application for and be issued a permit. Application for said permit shall be made to the Police Department and shall contain the necessary information required thereby and identification and documents required for the protection of the residents of the municipality. Upon approval by the Police Department, the Chief of Police shall then have authority to issue a sales permit to said approved applicant. Each person granted a permit shall pay a fee to the City in an amount set from time to time by the City Council, and upon payment the Chief of Police may issue a sales permit to such approved applicant. Such permit shall be valid for a period of seven days from and after the date of issuance. The date of its expiration shall be clearly marked on the permit. A sales permit shall be required for each person desiring to do business within the municipality. Any person or persons granted such permit shall be subject to any occupation taxes and other rules and regulations which the governing body deems appropriate for the purposes stated herein. Any permit so granted shall be subject to revocation for good and sufficient cause by the Chief of Police. (Neb. RS 16-205, 16-246)

§ 303-1.2. Hours of solicitation; possession of permit.

It shall be unlawful for any solicitor, salesman, or peddler to solicit any individual between the hours of 6:00 p.m. and 8:00 a.m., unless he/she has a previous appointment with the resident, or residents, of the premises solicited. It shall be unlawful at any hour for a solicitor, salesman, or peddler to solicit without a proper permit on his person at all times.

§ 303-1.3. Exceptions.

The provisions of this article shall not extend to individuals calling on retail merchants in the corporate limits of the City for the purpose of taking orders or selling of merchandise for resale by such merchants.

§ 303-1.4. Definitions.

As used in this article, the following terms shall have the meanings indicated:

TRANSIENT MERCHANT, ITINERANT MERCHANT or ITINERANT VENDOR — Any person, firm, or corporation, whether as owner, agent,

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

consignee, or employee, and whether a resident of the municipality or not, who or which engages temporarily within the municipality in the business of selling and delivering goods, wares, or merchandise, or taking orders for goods or merchandise to or at homes, apartments, or other residential premises in the municipality.

§ 303-1.5. Violations and penalties.²

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

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

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

CITY ADMINISTRATORS REPORT – 11/3/20

- Unified Command Team Meetings with Four Corners Health (weekly).
- Monitoring a number of street projects (East Seward Street, Waverly Road, Karol Kay).
- Numerous Covid-19 response to inquiries and issues.
- Assisted with drafting Covid-19 community letter for the SCI.
- Prepared background checks for Police Chief candidate interviews.
- Finalizing targets for past 6 month period and upcoming 6 month period.
- Reviewed NMPP rate study for electric, water and wastewater.
- Presented update on Seward Trail Project with Doug Holle (Schemmer) to NDOT for final change order for design. This includes final route through County Fairgrounds.
- Attended the online training for Floodplain Managers.
- Attended the League of Nebraska Municipalities online legislative meeting.
- Attended TIF meeting with members of the Seward School Board.
- Attended Ribbon Cutting for Scooters Coffee.

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

Police Department

- LEPC Meeting
- New police vehicle (Ford Explorer) will be ready.

Clerk's Office

- Liquor License Renewals.
- Chief of Police Vacancy Process Continued.
- Changes to Employee Handbook.
- Updating job descriptions and titles.

Water/Wastewater Department

- Walk through on the HWY 15 Water Main Project (depending on the weather).
- Start shutting off water to the campgrounds and other areas.
- Winterize equipment.
- Continuing VFD repairs for transfer pump at the Water Treatment Plant.
- Start hauling bio solids to fields from the Wastewater Treatment Plant.
- Annual review of NPDES permit requirements for sampling.

Parks and Rec/Cemetery/Golf/Pool

- Snow Removal.
- Maintenance on equipment.
- Fall cleanup of flower beds and blowing out irrigation.
- Tackle football ends November 1, 2020, Seward hosts Norris for the championship!

Electric Department

- Change out pole and transformer for Runza service.
- Set pole at Amigo's.
- Pull wire and terminate service for Dairy Queen.
- Voltage conversion in alley by Amigo's.

Street Department

- Cleaning up leaves in the street.
- Salt and gravel streets due to the snow fall on Monday, Oct. 26.
- Tree trimming and removal.

Library

- The Used Book Sale has been extended for a week.
- Working on locations for the holiday story walk (around the square) and the books to be used for the posters.
- Material ordering.

Building Inspection/Planning Department

- Public Nuisance at 29 Jackson Street. Car has been moved, however yard has not been cleaned up, Scheduling a meeting with property owner.
- Meeting with City Engineer and Lucinda Johnson, discussing recommendations on the ADA Sidewalk Map. She would like to see the Seward Post Office and Seward County Courthouse upgraded as soon as possible.
- Zoning Webinar for Tim Dworak, Mike Oneby and Sara Van Cura.
- Inspections and plan reviews

Engineering

- Develop RFQ for WWTP Upgrade.
- Notice of award for WWTP Outfall.
- Remaining 5% of Sidewalk Survey.
- Preliminary project planning, meeting with Concordia University and survey for East Hillcrest Drive.

Finance Department

- Prepare items for the audit on Nov. 18 & 19.
- Payroll tax returns.
- Notification of annual audit for NDED.
- Prepare airport authority audit items.
- Complete remaining year-end procedures.