



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

**Tuesday, November 17, 7:00 PM
2020**

**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 17, 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 November 3, 2020- City Clerk Otte

CONSENT AGENDA

1. Claims & Payables Reports
2. City Treasurer Report
3. Police Department Report
4. Add Jensen Schulz and Brady Johnson to the Seward Volunteer Firefighter Roster
5. Infrastructure Cost Items Reimbursable Back to the City

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Special Use Permit Application for Property Located at 1778 Pine St. to Operate an Auto Body Shop - City Administrator Butcher
2. Public Hearing - 7:00 PM - Tax Increment Finance Application of Arrowhead Estates, LLC, Seward Twin Oaks Development Seventh Addition, Outlots A & B - TIF Atty Willis
 - A. Presentation and Review of Redevelopment Application
 - B. Presentation and Review of Redevelopment Plan Amendment and Cost Benefit Analysis
3. Public Hearing - 7:00 PM - Ordinance Updating the Unified Land Development Ordinance (ULDO); Re-Zone the Jarecki Addition from AG Agricultural District to RR Rural Residential District - City Administrator Butcher
4. Public Hearing - 7:00 PM - Ordinance Updating the Unified Land Development Ordinance (ULDO); Re-zone the Banzhaf Addition from AG Agricultural District to RR Rural Residential District - City Administrator Butcher
5. Public Hearing - 7:00 PM - Discussion of Text Amendment to the City of Seward Unified Land Development Ordinance (ULDO); Chapter 410 Zoning and Subdivision, Article 31.5, F, Commercial Uses and Attachment 1 - Use Matrix About Convenience Storage - City Administrator Butcher

ADMINISTRATIVE ITEMS

1. Ordinance Approving Text Amendment to the City of Seward Unified Land Development Ordinance (ULDO); Article 29 FP/FW Floodplain/Floodway Overlay District (Third & Final Reading) - City Administrator Butcher
2. Amendment No. 2 to the Automated Metering Agreement Between the City and Nebraska Public Power District - City Administrator Butcher
3. Maintenance Renewal Agreement No. 28 with Nebraska Department of Transportation - City Administrator Butcher
4. Resolution Authorizing Mayor Eickmeier to Sign the Annual Year-End Certification of City Street Superintendent - City Administrator Butcher
5. Designate Julie A. Ogden, JEO Consulting Group, Inc., as Consultant to the City of Seward as a Class A City Street Superintendent (License #S-1407) for NDOT Programing Requirements and Incentive Payments, Effective January 1, 2021 - City Administrator Butcher
6. Updated Master Agreement for Professional Services with Olsson for On-Call Services - City Administrator Butcher
7. Amendment to the Rules & Regulations for Seward Cemeteries - Adding Temporary Markers and Updating Text - City Administrator Butcher
8. First Amendment to the Employee Handbook Dated November 15, 2016: Section 3.10 Compensatory Time - City Administrator Butcher & HR Director Otte
9. Software and Professional Services Agreement with GWorks for the Purchase and Support of Payroll Time and Attendance Module - City Administrator Butcher

REPORTS

1. City Administrator's Report - City Administrator Butcher

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR

ADMINISTRATIVE ACTION

ANNOUNCEMENT OF UPCOMING EVENTS

STRATEGY SESSION

1. Strategy Session with City Attorney to Provide Negotiation Guidance Concerning Real Estate Interests - City Atty Hoffschneider

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

November 3, 2020

The Seward City Council met at 7:00 p.m. on Tuesday, November 3, 2020, with Mayor Joshua Eickmeier presiding and Assistant Administrator /Clerk-Treasurer /Budget & Human Resources Director Bonnie Otte recording the proceedings. Upon roll call, the following Councilmembers were present: Jonathon Wilken, Ellen Beck, Sid Kamprath, Jessica Kolterman, Karl Miller, John Singleton, Chris Schmit, Alyssa Hendrix. Absent: None. Other officials present: City Administrator Greg Butcher and Attorney Tim Kubert, representing the City in Attorney Kelly Hoffschneider's absence.

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 20, 2020 COUNCIL MEETING

Councilmember Schmit moved, seconded by Councilmember Kolterman, that the minutes of the October 20, 2020 City Council meeting be approved.

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

1-2. CONSENT AGENDA CONSIDERATION ITEMS

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

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

CLAIMS LIST
11-3-20
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.

AKRS Equipment	Re	265.95
Almquist Maltzahn Galloway	Se	4,355.00

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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
Helmerk 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

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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	27,734.40
	CLAIMS TOTAL	<u>\$1,171,112.46</u>

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

Nay: None

Absent: None. Motion carried.

ADMINISTRATIVE ITEMS

1. REQUEST BY ST. VINCENT DE PAUL CATHOLIC CHURCH, 152 PINWOOD 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

Councilmember Kolterman moved, seconded by Councilmember Kamprath that recommendation be made to the Nebraska Liquor Control Commission that a Special Designated Liquor License be issued to St. Vincent de Paul Catholic Church,

November 3, 2020

152 Pinewood Ave., Seward, for a fundraising event in the Church Social Hall on November 20, 2020; alternate date of November 21, 2020.

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

2. REQUEST FROM CEMETERY BOARD TO ALLOW TEMPORARY MARKERS AT THE SEWARD CEMETERIES

City Public Properties Maintenance Workers Kent Chelewski and John Brandl provided a sample of the proposed temporary markers to be utilized at the Seward Cemeteries. Mr. Brandl stated there are currently 144 temporary markers (metal stakes with metal name/date plates) located in the cemeteries, with some of them dating back to the early 1900's. The stakes are rusted and bent and are difficult to maintain. Mr. Brandl and Mr. Chelewski proposed attaching the metal name/date plate (provided by the funeral homes) to a rectangle concrete paver and temporarily setting the paver at the grave site. Any military attachment would also be attached to the concrete marker. The cost of the concrete paver and plate setting is very minimal at approximately \$2.50/marker.

If approved by City Council, the Cemetery Board will then propose an amendment to the Cemetery Rules and Regulations providing for the new temporary marker, but requiring the placement of an approved foundation under the temporary markers (making them permanent) or replacing them with a headstone within one year. If not replaced, the temporary marker will be removed. Mr. Brandl and Chelewski stated that if a physical marker were removed, permanent burial records denote the location of persons buried in the cemeteries and could be provided to persons looking for a specific burial plot. They concluded by stating the 144 current temporary markers would be replaced with the concrete pavers, but would be grandfathered and would not have to be removed after one year.

Council consensus was it was a good plan and there was no opposition expressed to replacing the current temporary markers with the concrete pavers or to requiring permanent foundations after one year.

3. PROFESSIONAL SERVICES AGREEMENT WITH CAPITAL CITY CONCEPTS, LLC TO CONDUCT A WAGE AND BENEFIT COMPARABILITY STUDY

City Administrator Butcher stated it is time to contract with an independent expert in the field of job analysis, wage and fringe benefits, per the City's Employee Handbook. He stated he inquired of other cities as to whom they use for wage and benefit comparability and those responding use the services of Capital City Concepts, LLC (Paul Essman). He said another resource is the annual study contracted through the League of Nebraska Municipalities. However, this study requires some additional interpretation and analysis to be used effectively.

If approved to move forward with the proposed services agreement, which will be a market study (will not contain the CIR/HRV analysis), the study will be shared with the Personnel, Finance and Audit Committee and unless there are additional questions of Mr. Essman, will then be presented to the City Council. The Council will then have the opportunity to make any adjustments to wages and benefits they deem appropriate.

Councilmember Schmit shared his concerns with past work completed by Mr. Essman and his opposition to a comparability study in general.

Councilmember Beck moved, seconded by Councilmember Kolterman that the professional services agreement with Capital City Concepts, LLC to conduct a wage and benefit comparability study in the amount of \$14,000 be approved.

November 3, 2020

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

4. AGREEMENT WITH OLSSON FOR GEOTECHNICAL SERVICES FOR THE WASTEWATER OUTFALL PROJECT IN THE AMOUNT OF \$7,320

Councilmember Kolterman moved, seconded by Councilmember Schmit that the agreement with Olsson for geotechnical services for the Wastewater Outfall project in the amount of \$7,320 be approved.

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

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 stated that with the impacts of COVID-19 and the current uptick in positive cases, and in an effort to promote the public health and safety of the general public, an ordinance is proposed temporarily suspending the issuance of door to door solicitor permits, as allowed by Chapter 303 of the Municipal Code. He stated the Police Department processes door-to-door sales requests. He said until recently when Spectrum requested a permit, no other requests had been made since about March. Spectrum's permit was issued and will expire in a few days.

After further discussion, Council consensus was to allow the community to make their own decisions as to whether they want to respond to door-to-door solicitations and to continue issuing permits, under the current regulations. No action was taken on the proposed ordinance.

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)

Mayor Eickmeier read by title on second reading Ordinance No. 2020-27, "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 third and final reading at the November 17, 2020 City Council meeting.

REPORTS

1. CITY ADMINISTRATOR'S REPORT

Councilmember Kolterman moved, seconded by Councilmember Schmit, that City Administrator Butcher's report of November 3, 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

November 3, 2020

ANNOUNCEMENT OF UPCOMING EVENTS

MOTION TO ADJOURN

Councilmember Schmit moved, seconded by Councilmember Kamprath, that the November 3, 2020 City Council Meeting be adjourned.

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

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

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

DRAFT

CLAIMS LIST
11-17-20

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, Gu	85.88
Amazon.Com Credit Service	Su, Misc	550.44
Autographix Inc	Misc	618.00
Baker & Taylor	Su	3,399.37
Barco Municipal Product	Signs	3,348.04
Bern's Body Shop	Re	2,069.00
Biblionx LLC	Ma	4,223.00
Bizco Technologies	Se, Bu, Eq	14,453.43
Blackburn Manufacturing	Re	242.89
Black Hills Energy	Ut	820.60
Blue Valley Pest Control	Bu	80.00
Border States Industries	Re	792.28
Burlington Northern Santa	Misc, Ex	1,219.58
Callaway Golf	Merchandise	243.16
Campbell Cleaning	Se, Su	1,001.99
Cattle Bank & Trust	Eq	24,245.00
City Seward Library Petty	Su	77.64
City Seward Merchant Serv	Se	2,497.45
City Seward Payroll Account	Payroll	157,307.51
City Seward Perpetual Fd	Lot Sales	1,050.00
Coast To Coast Solutions	Su	69.45
Commonwealth Electric Co	Re	2,530.74
Consolidated Water Solution	Re	1,301.67
Constellation Newenergy	Ut	118.48
Cornhusker Press	Su	123.45
Cornhusker State Industries	Re	714.00
Eakes Office Solutions	Su	40.04
Elliott Equipment Co	Ma	3,778.37
Emergency Medical Product	Su	201.17
Farmers Coop Seward	Su, Re, Ma	4,123.07
Galls LLC	Un	87.45
Gehring Construction	Ci	7,159.30
Gerhold Concrete Co Inc	Gu, Su	2,073.13
Great Plains Communication	Eq	4,455.94
GWorks	Se	10,923.23
H & S Plumbing Heating	Bu	761.96
HD Supply Construction	Su	88.98
Hobson Automotive & Tire	Re, Ma	539.87
Home Depot Pro	Su	210.90
Husker Electric Supply Co	Re, Tools	2,447.67
Hydraulic Equipment Service	Re	743.84
J E O Consulting Group In	Se	1,000.00
Jackson Services Inc	Su	142.19
Jacobsen Rock & Gravel	Su, Ma	1,087.63
Johnson Controls Inc	Ma	4,973.09
Jones Automotive	Eq	10,599.55
Konica Minolta Business	Ma	28.92
Last Mile Network Consult	Se	90.00
League Nebraska Muni	Trng	95.00
Lee's Refrigeration	Ma	83.75

Matheson Tri-Gas Inc	Su	146.74
Menards North	Su, Re	327.12
Mid-American Benefits Inc	Ina	1,030.47
Midwest Auto Parts	Ma, Bu, Re	714.39
Midwest Automotive	Re	307.00
Midwest Laboratories Inc	Se	920.67
Municipal Supply Omaha	Inv, Re, Ci	1,536.29
Nebraska Mun Clerks' Asso	Dues	45.00
Nebraska Pub Pow-Desmoine	Incentive, Ut	427,127.17
Niemann's Port-A-Pot LLC	Se	250.00
Norris Public Power Dist	Ut	857.10
Oberhauser Doug	Incentive	3,500.00
One Call Concepts Inc	Se	112.25
O'Reilly Automotive Inc	Su, Re	259.20
Orscheln Farm & Home	Re, Su, Gu	356.79
Overdrive Inc	Misc	1,000.00
Pac 'N' Save Discount Food	Gu, Su, Bu, Re, Ma	2,378.30
Paper Tiger Shredding	Se	30.00
Pitney Bowes Inc	Se, Su	4,605.00
Plunkett's Pest Control	Bu	61.61
Policky Brandon A	Un	236.33
Seward County Clerk/Reg D	Ex	16.00
Seward County Independent	Ex	436.37
Seward County Treasurer	Se	19,217.17
Seward Lumber & Home Cent	Su, Bu, Ma, Re	288.01
Seward Public Schools	Fines, Fees	1,927.60
Seward Storage	Ex	2,310.00
Seward Wind LLC	Ut	42,079.80
Sleuth Systems	Se	648.00
Spickelmier & Son Inc	Re	1,570.00
Sports Express	Ex	268.65
Steager Irrigation LLC	Se	110.00
Sterling West	Ci	10,084.50
Trimax Mowing Systems	Su	18.21
Truck Center Companies	Re	1,809.59
U S A Bluebook - Cust 812	Su, Tools	290.80
U S Postal Service	Su	4,500.00
Verizon Wireless	Se	269.09
Vessco Inc	Su	423.63
Visa - Pinnacle Bank		334.26
Harlequinn	Su	-18.39
Walmart	Ma	171.62
Bluestem	Se	115.00
Zoom.Us	Misc	16.03
Iowa Library Assn	Trng	50.00
WCHE LLC	Ci	100,842.42
Wegman Nicole	Ex	125.00
Wesco Distribution Inc	Inv, Su, Re	37,800.02
Windstream Nebraska Inc	SE	1,884.20
Woods & Aitken LLP	Se	90.00
Wynegar Ann	Ex	125.00
York Equipment	Re	29.89
CLAIMS TOTAL		<u>\$952,217.74</u>

TREASURER'S REPORT	MONTH OF: OCTOBER 2020					
VARIANCE AT: 8.33%						
	REVENUE	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	REVENUE	VARIANCE	BALANCE	REVENUE	B/W BUDGET YEARS
ELECTRIC	10,912,820	750,635	7%	10,162,185	714,094	36,540
ELEC BOND PYMT						
WATER	1,888,000	204,754	11%	1,683,246	165,763	38,992
WATER BOND PYMTS						
WATER SINKING FUND	20,000	- 0 -	0%	20,000	- 0 -	- 0 -
WASTEWATER TREATMENT	1,580,092	148,726	9%	1,431,366	134,772	13,954
WWTW BOND PYMT						
WWTW SINKING FUND	15,000	- 0 -	0%	15,000	- 0 -	- 0 -
TOTAL BUSINESS-TYPE FUNDS	14,415,912	1,104,115	8%	13,311,797	1,014,629	89,486
GENERAL (LESS DONATIONS)						
DONATIONS						
LEGAL						
POLICE	7,900	366	5%	7,534	(21)	387
E911						
POLICE EQUITABLE SHARING	100,000	- 0 -	0%	100,000	- 0 -	- 0 -
STREET	1,786,311	125,075	7%	1,661,236	100,332	24,744
STREET STP	145,328	0	0%	145,328	1	(1)
DEBT SERVICE	845,474	171,910	20%	673,564	138,880	33,030
RAIL CAMPUS	1,000	- 0 -	0%	1,000	- 0 -	- 0 -
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	98	(98)
CDBG AFFORD HOUSING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG RURAL ENTERPRISE ASST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG RAIL SITE	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG DOWNTOWN REVITAL GRANT	83,000	- 0 -	0%	83,000	27,897	(27,897)
BLDGS & GRDS (CITY HALL)	36,000	3,000	8%	33,000	3,000	- 0 -
CIVIC CENTER	268,313	- 0 -	0%	268,313	- 0 -	- 0 -
LIBRARY	57,100	2,502	4%	54,598	2,694	(192)
LIBRARY MAINTENANCE FUND	- 0 -	- 0 -	0%	- 0 -	13	(13)
PUBLIC PROPERTIES	12,050	1,029	9%	11,021	254	775
CEMETERY	40,000	4,875	12%	35,125	3,700	1,175
GOLF COURSE	275,350	18,728	7%	256,622	7,058	11,669
NEW PARK DEVELOPMENT	275	10	3%	265	34	(25)
NEW CEMETERY DEVELOPMENT	500	29	6%	471	102	(73)
GUTHMAN TRUST - REGULAR	260	3	1%	257	10	(7)
GUTHMAN TRUST - PAVING	100	3	3%	97	11	(8)
PERPETUAL CARE - PRINCIPAL	6,000	900	15%	5,100	500	400
PERPETUAL CARE - INTEREST	500	34	7%	466	114	(80)
BLDGS & GRDS (OTHER)	150	- 0 -	0%	150	- 0 -	- 0 -
BUILDING INSPECTION	98,000	8,695	9%	89,305	25,338	(16,643)
FIRE (LESS DONATIONS)	50,000	- 0 -	0%	50,000	- 0 -	- 0 -
FIRE DONATIONS	100,000	- 0 -	0%	100,000	- 0 -	- 0 -
FIRE EQUIPMENT SINKING FUND	63,000	660	1%	62,340	575	86
TREE BOARD	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PLANNING COMMISSION	105,100	932	1%	104,168	350	582
ENGINEER	108,937	- 0 -	0%	- 0 -	- 0 -	- 0 -
DOWDING POOL (LESS DONATIONS)	80,050	- 0 -	0%	80,050	- 0 -	- 0 -
POOL DONATIONS	1,000	- 0 -	0%	1,000	- 0 -	- 0 -
CONCESSION STAND	800	- 0 -	0%	800	- 0 -	- 0 -
SWIMMING LESSONS	17,000	- 0 -	0%	17,000	- 0 -	- 0 -
RECREATION	36,850	5,627	15%	31,224	1,030	4,597
SPORTS COMPLEX LIGHTS	150	6	4%	144	41	(35)
SENIOR CENTER	78,500	3,140	4%	75,360	7,649	(4,509)
SENIOR SHUTTLE	3,438	3	0%	3,435	211	(208)
RECYCLING	- 0 -	545	0%	(545)	50	495
ECONOMIC DEVELOPMENT	244,444	19,506	8%	224,938	20,636	(1,130)
TAX INCREMENT FINANCING	359,943	14,795	4%	345,148	13,880	915
GENERAL REVENUES	4,324,300	165,583	4%	4,158,717	152,247	13,336
TOTAL GOVERNMENTAL FUNDS	9,337,123	547,954	6%	8,680,232	506,683	41,271

(UNAUDITED)

TREASURER'S REPORT		MONTH OF: OCTOBER 2020					
VARIANCE AT: 8.33%							
DEPARTMENT	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE	
	BUDGET	EXPENDITURES	VARIANCE			BALANCE	EXPENDITURES
ELECTRIC	11,283,522	892,154	8%	10,391,368	827,238		64,917
ELEC BOND PYMT	498,087	- 0 -	0%	498,087	- 0 -		- 0 -
WATER	2,976,533	117,716	4%	2,858,817	122,867		(5,151)
WATER BOND PYMTS	376,691	- 0 -	0%	376,691	- 0 -		- 0 -
WATER SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -		- 0 -
WASTEWATER TREATMENT	2,711,816	100,870	4%	2,610,946	103,985		(3,115)
WWTW BOND PYMT	312,665	- 0 -	0%	312,665	- 0 -		- 0 -
WWTW SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -		- 0 -
TOTAL BUSINESS-TYPE FUNDS	18,159,314	1,110,740	6%	17,048,574	1,054,090		56,650
GENERAL (LESS DONATIONS)	1,000,387	83,093	8%	917,294	79,618		3,476
DONATIONS	100,000	- 0 -	0%	100,000	- 0 -		- 0 -
LEGAL	69,610	10,002	14%	59,608	10,096		(93)
POLICE	1,414,575	134,162	9%	1,280,413	130,611		3,551
E911	230,606	19,217	8%	211,389	- 0 -		19,217
POLICE EQUITABLE SHARING	100,000	- 0 -	0%	100,000	- 0 -		- 0 -
STREET	2,471,594	461,952	19%	2,009,642	240,838		221,113
STP FUNDS	145,318	- 0 -	0%	145,318	- 0 -		- 0 -
DEBT SERVICE	1,040,474	71,262	7%	969,212	38,742		32,520
RAIL CAMPUS	31,000	1,470	5%	29,530	8,351		(6,881)
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -		- 0 -
CDBG AFFORD HOUSING	- 0 -	- 0 -	0%	- 0 -	- 0 -		- 0 -
CDBG RURAL ENTERPRISE ASST	- 0 -	- 0 -	0%	- 0 -	- 0 -		- 0 -
CDBG RAIL SITE	- 0 -	- 0 -	0%	- 0 -	- 0 -		- 0 -
CDBG-DOWNTOWN REVITAL GRANT	83,000	2,426	3%	80,575	27,897		(25,471)
BLDGS & GRDS (CITY HALL)	41,413	6,338	15%	35,075	5,913		425
CIVIC CENTER	268,313	40,255	15%	228,058	20,946		19,309
LIBRARY	591,096	43,429	7%	547,667	44,817		(1,388)
LIBRARY MAINTENANCE FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -		- 0 -
PUBLIC PROPERTIES	474,818	68,141	14%	406,677	57,959		10,182
CEMETERY	181,848	35,024	19%	146,824	25,367		9,656
GOLF COURSE	490,245	56,846	12%	433,399	52,673		4,174
NEW PARK DEVELOPMENT	- 0 -	- 0 -	0%	- 0 -	52,472		(52,472)
NEW CEMETERY DEVELOPMENT	1,000	- 0 -	0%	1,000	- 0 -		- 0 -
GUTHMAN TRUST - REGULAR	145	- 0 -	0%	145	- 0 -		- 0 -
GUTHMAN TRUST - PAVING	- 0 -	- 0 -	0%	- 0 -	- 0 -		- 0 -
PERPETUAL CARE - PRINCIPAL	- 0 -	- 0 -	0%	- 0 -	- 0 -		- 0 -
PERPETUAL CARE - INTEREST	- 0 -	- 0 -	0%	- 0 -	- 0 -		- 0 -
BLDGS & GRDS (OTHER)	10,825	335	3%	10,490	215		120
BUILDING INSPECTION	114,698	10,937	10%	103,761	22,758		(11,822)
FIRE (LESS DONATIONS)	337,259	20,054	6%	317,205	22,389		(2,335)
FIRE DONATIONS	100,000	- 0 -	0%	100,000	- 0 -		- 0 -
FIRE EQUIPMENT SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -		- 0 -
TREE BOARD	12,550	- 0 -	0%	12,550	- 0 -		- 0 -
PLANNING COMMISSION	222,822	1,816	1%	221,006	10,998		(9,181)
ENGINEER	143,916	13,458	9%	- 0 -	20,008		(6,549)
DOWDING POOL (LESS DONATIONS)	312,561	18,918	6%	293,643	20,862		(1,944)
POOL DONATIONS	1,000	- 0 -	0%	1,000	- 0 -		- 0 -
CONCESSION STAND	- 0 -	- 0 -	0%	- 0 -	- 0 -		- 0 -
SWIMMING LESSONS	13,858	- 0 -	0%	13,858	- 0 -		- 0 -
RECREATION	306,851	33,087	11%	273,764	47,228		(14,141)
SPORTS COMPLEX LIGHTS	- 0 -	- 0 -	0%	- 0 -	30,000		(30,000)
SENIOR CENTER	164,786	11,388	7%	153,398	11,350		39
SENIOR SHUTTLE	3,438	999	29%	2,439	1,151		(151)
RECYCLING	34,816	14,450	42%	20,366	2,881		11,570
ECONOMIC DEVELOPMENT	244,444	7	0%	244,437	1,822		(1,815)
TAX INCREMENT FINANCING	349,743	14,913	4%	334,830	6,000		8,913
TOTAL GOVERNMENTAL FUNDS	11,109,009	1,173,980	11%	9,804,571	993,959		180,021

(UNAUDITED)

Pledges By Pledgee And Maturity

BBA

Pledged To: CITY TREASURER

As Of 10/31/2020

Jones Bank - Seward, NE

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged	
								Original Face	Market Value
803765BN5 COMM: COMMERCE BANK	AFS		SARPY SAN 208-REF NE 23 08/15/23 10/15/21 @ 100.00		2.15		115,000.00 100.00%	115,000.00	117,002.15
406036HY2 COMM: COMMERCE BANK	AFS		HALL CO SCH DIST NE 27 12/15/27 12/23/21 @ 100.00		3.00		250,000.00 100.00%	250,000.00	257,872.50
818483EP0 COMM: COMMERCE BANK	AFS		SEWARD-REF-ELEC REV NE 22 02/15/22		2.20		105,000.00 100.00%	105,000.00	105,124.95
803770SC1 COMM: COMMERCE BANK	AFS		SARPY CO SD #37-B-REF NE 31 06/15/31 06/15/22 @ 100.00		3.00	AA-	250,000.00 100.00%	250,000.00	261,210.00
25931PAU9 COMM: COMMERCE BANK	AFS		DOUGLAS SD #15-BLDG NE 22 12/15/22		1.75		210,000.00 100.00%	210,000.00	211,129.80
45289MGF9 COMM: COMMERCE BANK	AFS		IMPERIAL-REF NE 22 12/15/22		1.45		190,000.00 100.00%	190,000.00	191,056.40
079212T63 COMM: COMMERCE BANK	AFS		BELLEVUE-TAX ANTIC NE 24 06/01/24		2.35		100,000.00 100.00%	100,000.00	100,141.00
810183AZ6 COMM: COMMERCE BANK	AFS		SCOTTS BLUFF SD #32 NE 24 06/15/24		2.50		250,000.00 100.00%	250,000.00	250,387.50
919558KE5 COMM: COMMERCE BANK	AFS		VLY CO-REF NE 24 12/15/24		2.65		200,000.00 100.00%	200,000.00	200,322.00
256449BC2 COMM: COMMERCE BANK	AFS		DODGE SD #595-QSCB NE 25 12/15/25		6.00		300,000.00 100.00%	300,000.00	301,065.00
412606CP8 COMM: COMMERCE BANK	AFS		HARLAN CNTY-REF NE 26 06/01/26		1.75		200,000.00 100.00%	200,000.00	201,200.00
943776JA3 COMM: COMMERCE BANK	AFS		WAVERLY-REF NE 26 06/15/26		2.25		200,000.00 100.00%	200,000.00	200,994.00
148006EZ8 COMM: COMMERCE BANK	AFS		CASS CO SD #1 NE 26 12/15/26		2.35		200,000.00 100.00%	200,000.00	201,392.00

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Pledges By Pledgee And Maturity

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
COMM: COMMERCE BANK	123825FJ5	AFS	BUTLER PWR DT-A-REF NE 27 06/15/27		2.50		195,000.00 100.00%	195,000.00	195,000.00	196,148.55
COMM: COMMERCE BANK	557354DY0	AFS	MADISON CO SD #5-REF NE 27 12/15/27		2.25		245,000.00 100.00%	245,000.00	245,000.00	246,670.90
COMM: COMMERCE BANK	68905WEF5	AFS	OTOE CO SD #501-BLDG NE 27 12/15/27		2.00	A1	250,000.00 100.00%	250,000.00	250,000.00	252,045.00
COMM: COMMERCE BANK	661615SQ8	AFS	N PLATTE-REF NE 28 06/01/28		2.60		200,000.00 100.00%	200,000.00	200,000.00	201,330.00
COMM: COMMERCE BANK	840372RA6	AFS	S SIOUX CITY UTIL-A NE 28 06/01/28		2.50		250,000.00 100.00%	250,000.00	250,000.00	251,547.50
COMM: COMMERCE BANK	25933AFG6	AFS	DOUGLAS SID #492-REF NE 28 08/15/28		3.20		175,000.00 100.00%	175,000.00	175,000.00	179,963.00
COMM: COMMERCE BANK	80373YCT1	AFS	SARPY CO SID #158-REF NE 29 11/15/29		3.10		155,000.00 100.00%	155,000.00	155,000.00	158,974.20
COMM: COMMERCE BANK	361091BE0	AFS	FURNAS CO SD #18 NE 29 12/15/29		3.15	A2	250,000.00 100.00%	250,000.00	250,000.00	254,750.00
COMM: COMMERCE BANK	486841DW6	AFS	KEARNEY CO SD #503 NE 29 12/15/29		3.00	A+	250,000.00 100.00%	250,000.00	250,487.68	257,402.50
COMM: COMMERCE BANK	123825GB1	AFS	BUTLER PWR DIST-B NE 30 08/15/30		2.90		200,000.00 100.00%	200,000.00	200,260.56	201,178.00
COMM: COMMERCE BANK	486890X92	AFS	KEARNEY NE 30 10/15/30		2.60	A+	150,000.00 100.00%	150,000.00	150,000.00	152,659.50
COMM: COMMERCE BANK	0792124W3	AFS	BELLEVUE-REF NE 30 12/15/30		3.10		250,000.00 100.00%	250,000.00	250,000.00	258,845.00
COMM: COMMERCE BANK	751265RA9	AFS	RALSTON-VEHICLE NE 32 06/01/32		3.70		300,000.00 100.00%	300,000.00	300,000.00	300,336.00

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10/30/2020 10:01 AM - BLA / JNBT

Pledges By Pledgee And Maturity

Pledged To: CITY TREASURER

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Jones Bank - Seward, NE

BBA

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
661615UB8 COMM: COMMERCE BANK	AFS		N PLATTE-REF NE 32 12/15/32	3.00	A-	200,000.00 100.00%	200,000.00	201,127.18	208,248.00
79517YAR6 COMM: COMMERCE BANK	AFS		SALINE CO EDL-A-REF NE 33 02/15/33	3.30	A	350,000.00 100.00%	350,000.00	334,514.49	342,440.00
698864HR9 COMM: COMMERCE BANK	AFS		PAPILLION MUNI FACS NE 33 12/15/33	3.00	Aa1	175,000.00 100.00%	175,000.00	178,106.37	183,016.75
80449PEB7 COMM: COMMERCE BANK	AFS		SAUNDERS SD #9-REF NE 33 12/15/33	3.35		400,000.00 100.00%	400,000.00	395,216.51	400,304.00
818468BN9 COMM: COMMERCE BANK	AFS		SEWARD-REF NE 33 12/15/33	2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	408,016.00
943776KA1 COMM: COMMERCE BANK	AFS		WAVERLY NE 34 06/01/34	2.95		335,000.00 100.00%	335,000.00	335,000.00	345,220.85
25928KCK5 COMM: COMMERCE BANK	AFS		DOUGLAS SAN #466-REF NE 34 09/15/34	3.20		175,000.00 100.00%	175,000.00	175,000.00	175,885.50
25930PDA1 COMM: COMMERCE BANK	AFS		DOUGLAS SID #477-REF NE 34 09/15/34	4.00		150,000.00 100.00%	150,000.00	150,000.00	153,574.50
122861JN8 COMM: COMMERCE BANK	AFS		BURT CO PUB PWR-A-REF NE 34 07/01/36	3.50		350,000.00 100.00%	350,000.00	350,000.00	352,369.50
25938FAU6 COMM: COMMERCE BANK	AFS		DOUGLAS SANTN #513 NE 36 08/15/36	3.65		225,000.00 100.00%	225,000.00	225,000.00	225,911.25
80378EDN2 COMM: COMMERCE BANK	AFS		SARPY SID #263-REF NE 36 09/15/36	3.80		260,000.00 100.00%	260,000.00	260,000.00	267,862.40
306584AT0 COMM: COMMERCE BANK	AFS		FALLS CO UTL REV-REF NE 36 12/15/36	3.25		180,000.00 100.00%	180,000.00	177,864.63	180,410.40
31418CGF5 COMM: COMMERCE BANK	AFS		FNMA 20YR 02/01/37	3.00		1,000,000.00 100.00%	1,000,000.00	587,429.21	607,989.38

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10/30/2020 10:01 AM - BLA / JNBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value	
								Original Face	Par		
COMM: COMMERCE BANK	80379KCR9	AFS	SARPY CO SID #272 NE 37 12/15/37		4.25		200,000.00 100.00%	200,000.00	200,000.00	204,448.00	
COMM: COMMERCE BANK	25932EDK2	AFS	DOUGLAS CO SID #438 NE 38 08/15/38		4.20		250,000.00 100.00%	250,000.00	250,000.00	263,440.00	
COMM: COMMERCE BANK	25930LDG7	AFS	DOUGLAS CO NE SID#530 NE 40 09/15/40		3.00		150,000.00 100.00%	150,000.00	150,000.00	151,644.00	
COMM: COMMERCE BANK	25933EEG9	AFS	DOUGLAS CO SAN & IMPT NE 4C 11/15/40		3.15		190,000.00 100.00%	190,000.00	190,000.00	191,535.20	
COMM: COMMERCE BANK	164543BF6	AFS	CHERRY CO NE 40 12/15/40		3.00	Aa3	200,000.00 100.00%	200,000.00	206,830.90	208,680.00	
COMM: COMMERCE BANK	3136A3E64	AFS	FNR 2012-9 YC 11/25/41		2.00		2,250,000.00 100.00%	2,250,000.00	589,621.64	605,054.40	
COMM: COMMERCE BANK	3137BMSR8	AFS	FHR 4548 GB 07/15/42		3.00		1,100,000.00 100.00%	1,100,000.00	306,002.71	312,122.55	
COMM: COMMERCE BANK	3136ARSY5	AFS	FNR 2016-8 EH 08/25/42		4.00		1,000,000.00 100.00%	1,000,000.00	288,165.03	297,702.63	
47 Securities Pledged To: 1010 - CITY TREASURER								14,980,000.00	11,392,827.27	11,389,720.59	11,596,622.76

CASH IN BANK \$10,750,002.72

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

Pledged Securities Detail
October 31, 2020

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Par Value	Carrying Value	Market Value
PLEDGED: CITY OF SEWARD (02)												
CMO	3137AREZ5		1.750		177007034-1		6/15/2027	3,800,000.00	3,800,000.00	561,986.10	576,827.25	576,827.25
FHR	FHR 4066 MH						6/1/2012	561,986.10	100.00%	571,890.45	819.56	577,646.81
D02/02							AFS					
CMO	3137AUF53		1.500		185156912-1		10/15/2041	1,000,000.00	1,000,000.00	232,815.41	236,140.93	236,140.93
FHR	FHR 4107 HE						9/1/2012	232,815.41	100.00%	225,744.82	291.02	236,431.95
D02/02							AFS					
CMO	3137AWU78		1.250		185157011-1		12/15/2027	1,500,000.00	1,500,000.00	185,516.73	183,580.18	183,580.18
FHR	FHR 4145 AC						12/1/2012	185,516.73	100.00%	183,904.91	193.25	183,773.43
D02/02							AFS					
CMO	3137B0NV2		1.500		185157163-1		9/15/2025	2,000,000.00	2,000,000.00	205,731.22	207,934.57	207,934.57
FHR	FHR 4176 EC						3/1/2013	205,731.22	100.00%	204,556.74	257.16	208,191.73
D02/02							AFS					
GNMA	36176WZB6		4.000		185168920-1		12/15/2026	560,000.00	560,000.00	69,980.53	75,449.98	75,449.98
GNMA	GNMA POOL 778670						12/1/2011	69,980.53	100.00%	72,602.93	233.27	75,683.25
D02/02							AFS					
GNMA	36202ERL5		5.000		185171012-1		3/20/2023	500,000.00	500,000.00	12,555.13	12,983.37	12,983.37
GNM2	GNMA2 POOL 4091						3/1/2008	12,555.13	100.00%	12,783.34	52.31	13,035.68
D02/02							AFS					
GNMA	3620A9QG9		3.500		185171527-1		9/15/2024	750,000.00	750,000.00	56,223.08	58,851.35	58,851.35
GNMA	GNMA POOL 723255						9/1/2009	56,223.08	100.00%	57,807.03	163.98	59,015.33
D02/02							AFS					
GNMA	3620ARB59		3.500		185171588-1		5/15/2025	1,000,000.00	1,000,000.00	93,781.45	99,145.61	99,145.61
GNMA	GNMA POOL 737260						5/1/2010	93,781.45	100.00%	95,624.62	273.53	99,419.14
D02/02							AFS					
GNMA	36241KJN9		5.500		185173887-1		12/20/2020	750,000.00	750,000.00	6.46	6.47	6.47
GNM2	GNMA2 POOL 782069						3/1/2006	6.46	100.00%	6.47	0.03	6.50
D02/02							AFS					
MBS	3128MEHL8		5.000		185145155-1		11/1/2024	557,000.00	557,000.00	2,211.82	2,274.06	2,274.06
FGLM	FHLMC POOL G15435						5/1/2015	2,211.82	100.00%	2,268.41	9.22	2,283.28
D02/02							AFS					

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

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values				
									Par Value	Book Value	Carrying Value	Interest Rec	Market Value Collateral Value
MBS	3128MMLQ4	4.500		185145399-1		12/1/2024	1,015,000.00	1,015,000.00	31,874.91	33,534.69	33,534.69		
FGLM	FHLMC POOL G18334					12/1/2009	31,874.91	100.00%	32,558.56	119.53	33,654.22		
D02/02						AFS							
MBS	3128PNBR8	4.000		185147186-1		7/1/2024	1,300,000.00	1,300,000.00	41,087.18	43,485.99	43,485.99		
FGLM	FHLMC POOL J09948					6/1/2009	41,087.18	100.00%	42,265.74	136.96	43,622.95		
D02/02						AFS							
MBS	3128PQ4E8	4.500		185147195-1		2/1/2025	1,200,000.00	1,200,000.00	47,642.17	49,996.42	49,996.42		
FGLM	FHLMC POOL J11721					2/1/2010	47,642.17	100.00%	49,376.82	178.66	50,175.08		
D02/02						AFS							
MBS	3128PVLN2	3.000		185147378-1		6/1/2021	285,000.00	285,000.00	3,145.32	3,311.16	3,311.16		
FGLM	FHLMC POOL J15809					6/1/2011	3,145.32	100.00%	3,155.58	7.86	3,319.02		
D02/02						AFS							
MBS	3128Q0GL5	4.000		185147609-1		5/1/2027	425,000.00	425,000.00	54,949.70	58,662.68	58,662.68		
FGLM	FHLMC POOL J19203					5/1/2012	54,949.70	100.00%	57,483.42	183.17	58,845.85		
D02/02						AFS							
MBS	3128MMLL2	3.000		185147907-1		3/1/2022	1,000,000.00	1,000,000.00	19,741.18	20,783.54	20,783.54		
FGLM	FHLMC POOL E03063					3/1/2012	19,741.18	100.00%	19,894.09	49.35	20,832.89		
D02/02						AFS							
MBS	31335HUG6	6.000		185150272-1		10/1/2022	700,000.00	700,000.00	1,559.71	1,705.72	1,705.72		
FGLM	FHLMC POOL C90583					10/1/2002	1,559.71	100.00%	1,563.03	7.80	1,713.52		
D02/02						AFS							
MBS	31335HYR8	5.500		185150298-1		10/1/2023	3,250,000.00	3,250,000.00	35,983.38	38,348.68	38,348.68		
FGLM	FHLMC POOL C90720					10/1/2003	35,983.38	100.00%	37,090.50	164.92	38,513.60		
D02/02						AFS							
MBS	31371LQY8	5.000		185155978-1		6/1/2024	500,000.00	500,000.00	7,001.99	7,719.15	7,719.15		
FNMA	FNMA POOL 255271					5/1/2004	7,001.99	100.00%	6,973.72	29.17	7,748.32		
D02/02						AFS							
MBS	31371NJQ9	6.500		185156082-1		8/1/2022	1,100,000.00	1,100,000.00	10,852.88	11,207.07	11,207.07		
FNMA	FNMA POOL 256871					7/1/2007	10,852.88	100.00%	11,101.76	58.79	11,265.86		
D02/02						AFS							
MBS	31375HAP9	3.851		185156211-1		2/1/2026	1,000,000.00	1,000,000.00	1,123.67	1,127.60	1,127.60		
FNMV	FNMA ARM POOL 334914					1/1/1996	1,123.67	100.00%	1,127.67	3.61	1,131.21		
D02/02						AFS							

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Pledged Securities Detail
October 31, 2020

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

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Book Value	Carrying Value	Market Value Collateral Value
MBS	3138AMK38	4.500			185159473-1		7/1/2026	500,000.00	500,000.00	65,506.69	68,915.89	68,915.89
FNMA	FNMA POOL AI7513						7/1/2011	65,506.69	100.00%	67,939.00	245.65	69,161.54
D02/02							AFS					
MBS	3138EJLQ9	4.000			185159924-1		7/1/2027	443,000.00	443,000.00	69,462.13	74,164.39	74,164.39
FNMA	FNMA POOL AL2134						7/1/2012	69,462.13	100.00%	72,266.00	231.54	74,395.93
D02/02							AFS					
MBS	3138EKRM9	3.500			185160071-1		2/1/2028	500,000.00	500,000.00	90,902.68	96,639.87	96,639.87
FNMA	FNMA POOL AL3191						2/1/2013	90,902.68	100.00%	94,417.77	265.13	96,905.00
D02/02							AFS					
MBS	3138EKVV4	2.500			185160087-1		4/1/2023	525,000.00	525,000.00	40,358.81	41,228.50	41,228.50
FNMA	FNMA POOL AL3327						3/1/2013	40,358.81	100.00%	40,577.64	84.08	41,312.58
D02/02							AFS					
MBS	3138ELYF4	4.000			185160221-1		10/1/2028	1,000,000.00	1,000,000.00	171,377.81	184,913.59	184,913.59
FNMA	FNMA POOL AL4309						10/1/2013	171,377.81	100.00%	178,635.63	571.26	185,484.85
D02/02							AFS					
MBS	3138EMCY5	4.000			185160242-1		2/1/2027	575,000.00	575,000.00	84,275.47	89,749.14	89,749.14
FNMA	FNMA POOL AL4586						12/1/2013	84,275.47	100.00%	87,895.62	280.92	90,030.06
D02/02							AFS					
MBS	3138WDU82	3.000			178000698-1		1/1/2030	1,160,000.00	1,160,000.00	346,498.02	364,909.38	364,909.38
FNMA	FNMA POOL AS4206						12/1/2014	346,498.02	100.00%	365,642.34	866.25	365,775.63
D02/02							AFS					
MBS	3140J5EA3	2.500			185164038-1		12/1/2029	300,000.00	300,000.00	110,903.57	115,730.47	115,730.47
FNMA	FNMA POOL BM1028						3/1/2017	110,903.57	100.00%	111,374.94	231.05	115,961.52
D02/02							AFS					
MBS	31410KAW4	4.000			185164389-1		3/1/2023	2,050,000.00	2,050,000.00	14,567.98	14,726.09	14,726.09
FNMA	FNMA POOL 889321						3/1/2008	14,567.98	100.00%	14,819.15	48.56	14,774.65
D02/02							AFS					
MBS	31412P2K6	4.500			185164602-1		7/1/2024	2,900,000.00	2,900,000.00	66,504.37	69,946.85	69,946.85
FNMA	FNMA POOL 931478						6/1/2009	66,504.37	100.00%	68,499.50	249.39	70,196.24
D02/02							AFS					
MBS	31417SAL4	4.500			185165282-1		10/1/2024	2,040,000.00	2,040,000.00	106,995.06	112,277.21	112,277.21
FNMA	FNMA POOL AC5410						10/1/2009	106,995.06	100.00%	110,558.43	401.23	112,678.44
D02/02							AFS					

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Pledged Securities Detail
October 31, 2020

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

Report Sequence: sgrp, CUSIP, Ticket

SGRP STyp Loc/PI	CUSIP Description S&P	Moody	Rate	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values				
									Par Value	Book Value	Carrying Value	Interest Rec	Market Value Collateral Value
MBS	31418AAC2		3.000	185165786-1		11/1/2026	1,000,000.00	1,000,000.00	73,954.11	73,954.11	77,054.78		77,054.78
FNMA	FNMA POOL MA0902					10/1/2011		100.00%	74,904.67	74,904.67	184.89		77,239.67
D02/02						AFS							
MBS	31418AKN7		3.000	177011537-1		10/1/2032	800,000.00	800,000.00	238,303.70	238,303.70	253,002.81		253,002.81
FNMA	FNMA POOL MA1200					9/1/2012		100.00%	252,975.38	252,975.38	595.76		253,598.57
D02/02						AFS							
MBS	31418AQY7		2.500	185166318-1		3/1/2023	500,000.00	500,000.00	39,965.93	39,965.93	40,869.13		40,869.13
FNMA	FNMA POOL MA1370					2/1/2013		100.00%	40,209.10	40,209.10	83.26		40,952.39
D02/02						AFS							
MBS	31418AYS1		2.500	185166625-1		10/1/2023	587,000.00	587,000.00	68,434.58	68,434.58	67,821.98		67,821.98
FNMA	FNMA POOL MA1620					9/1/2013		100.00%	68,926.44	68,926.44	142.57		67,964.55
D02/02						AFS							
MUNI	123825GA3		2.750	185139632-1	Contin	8/15/2029	150,000.00	150,000.00	150,000.00	150,000.00	150,907.50		150,907.50
REV	BUTLER NE PUB PWR DIST ELEC SY				5/12/2021	5/12/2016		100.00%			870.83		151,778.33
D02/02					100.000	AFS							
MUNI	231868NU0		2.550	185142176-1	Contin	12/1/2023	100,000.00	100,000.00	100,000.00	100,000.00	100,171.00		100,171.00
REV	CUSTER NE PUBLIC PWR DIST				11/1/2020	8/27/2015		100.00%			1,062.50		101,233.50
D02/02					100.000	AFS							
MUNI	239421J0		2.750	185142338-1	Contin	9/15/2027	100,000.00	100,000.00	100,000.00	100,000.00	100,128.00		100,128.00
REV	DAWSON NEB PUB PWR DIST REV				11/1/2020	9/17/2015		100.00%			351.39		100,479.39
D02/02					100.000	AFS							
MUNI	25928FBA9		3.150	185142823-1	Contin	7/15/2026	100,000.00	100,000.00	100,000.00	100,000.00	100,629.00		100,629.00
GO	DOUGLAS CNTY NE SAN & IMPT				1/15/2021	1/15/2016		100.00%			927.50		101,556.50
D02/02					100.000	AFS							
MUNI	259290EB6		3.100	185142828-1	Contin	8/15/2030	150,000.00	150,000.00	150,000.00	150,000.00	150,885.00		150,885.00
GO	DOUGLAS CNTY NE SAN & IMPT DIS				6/15/2021	6/15/2016		100.00%			981.67		151,866.67
D02/02					100.000	AFS							
MUNI	259292CS7		2.700	185142831-1	Contin	11/15/2026	280,000.00	280,000.00	280,000.00	280,000.00	280,683.20		280,683.20
GO	DOUGLAS CNTY SAN IMPT DIST 427				11/15/2022	11/15/2017		100.00%			3,486.00		284,169.20
D02/02					100.000	AFS							
MUNI	25930HAU8		2.400	185142850-1	Contin	3/15/2022	75,000.00	75,000.00	75,000.00	75,000.00	75,068.25		75,068.25
GO	DOUGLAS CNTY NE SAN & IMPT DIS				11/1/2020	3/15/2015		100.00%			230.00		75,298.25
D02/02					100.000	AFS							

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

Pledged Securities Detail
October 31, 2020

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/Pl	CUSIP Description S&P	Moody	Rate	Ticket-#	State	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			Market Value Collateral Value
										Par Value	Carrying Value	Interest Rec	
MUNI GO D02/02	25930FCG9 DOUGLAS CNTY NE SAN & IMPT		2.900	185142854-1	NE	Contn 11/15/2021 100.000	11/15/2028 11/15/2016 AFS	80,000.00 80,000.00	80,000.00 100.00%	80,000.00 80,000.00	80,882.40 1,069.78	80,882.40 81,952.18	
MUNI GO D02/02	25930TBJ6 DOUGLAS CNTY NEB SANI & #421		2.900	184003054-1	NE	Cont 5/15/2025 100.000	11/15/2036 5/19/2020 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	51,904.50 652.50	51,904.50 52,557.00	
MUNI GO D02/02	25930VCD3 DOUGLAS CNTY NE SAN & IMPT		2.550	185142857-1	NE	Contn 3/1/2021 100.000	2/15/2024 3/1/2016 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	50,258.50 269.17	50,258.50 50,527.67	
MUNI GO D02/02	25931FCF1 DOUGLAS CNTY NE SAN & IMPT		3.000	185142860-1	NE	Contn 9/15/2021 100.000	9/15/2031 9/15/2016 AFS	240,000.00 240,000.00	240,000.00 100.00%	240,000.00 240,000.00	241,620.00 920.00	241,620.00 242,540.00	
MUNI GO D02/02	25931KAV8 DOUGLAS CNTY NE SAN & IMPT		2.600	185142861-1	NE	Contn 11/1/2020 100.000	5/15/2023 5/15/2015 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	100,121.00 1,198.89	100,121.00 101,319.89	
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	185142862-1	NE	Contn 11/15/2021 100.000	11/15/2028 11/15/2016 AFS	170,000.00 170,000.00	170,000.00 100.00%	170,000.00 170,000.00	171,630.30 2,116.50	171,630.30 173,746.80	
MUNI GO D02/02	25931MBX9 DOUGLAS CNTY NE SAN & IMPT		3.100	185142863-1	NE	Contn 7/15/2021 100.000	10/15/2029 7/15/2016 AFS	140,000.00 140,000.00	140,000.00 100.00%	140,000.00 140,000.00	140,996.80 192.89	140,996.80 141,189.69	
MUNI GO D02/02	25931QBD4 DOUGLAS CNTY NE SAN & IMPT		3.200	185142864-1	NE	Contn 12/1/2020 100.000	11/1/2026 12/1/2015 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	100,180.00 1,600.00	100,180.00 101,780.00	
MUNI GO D02/02	25931VBA9 DOUGLAS CNTY NE SA & IMPT DIST		3.050	185142865-1	NE	Contn 5/15/2021 100.000	11/15/2029 5/15/2016 AFS	135,000.00 135,000.00	135,000.00 100.00%	135,000.00 135,000.00	135,747.90 1,898.63	135,747.90 137,646.53	
MUNI GO D02/02	25931VBN1 DOUGLAS CNTY NE SAN & IMPT		3.500	185142866-1	NE	Contn 7/15/2022 100.000	8/15/2032 7/27/2017 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	50,076.00 369.44	50,076.00 50,445.44	
MUNI GO D02/02	25933BEB6 DOUGLAS CNTY NEB SAN & IMPT DI		3.000	184003099-1	NE	Cont 5/15/2025 100.000	11/15/2035 5/19/2020 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	153,337.50 2,025.00	153,337.50 155,362.50	

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Pledged Securities Detail
October 31, 2020

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

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Par Value	Book Value	Market Value
MUNI GO D02/02	25934ACJ2 DOUGLAS CNTY NE SAN & IMPT		3.100	NE	185142882-1	Contin 7/15/2021 100.000	12/15/2030 7/15/2016 AFS	120,000.00 120,000.00	120,000.00 100.00%	120,729.60 1,405.33	120,000.00 120,000.00	120,729.60 122,134.93
MUNI GO D02/02	25934QDB3 DOUGLAS CNTY NE SAN & IMPT		2.000	NE	185142887-1	Contin 11/1/2020 100.000	10/1/2021 10/1/2016 AFS	80,000.00 80,000.00	80,000.00 100.00%	80,518.40 133.33	80,000.00 80,000.00	80,518.40 80,651.73
MUNI GO D02/02	406036HN6 HALL CNTY NE SCD #2 GRAND IS		2.400	NE	185176896-1	Contin 11/1/2020 100.000	12/15/2024 2/9/2015 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,160.00 906.67	100,000.00 100,000.00	100,160.00 101,066.67
MUNI GO D02/02	473260DB0 JEFFERSON CNTY NE		2.550	NE	185178494-1	Contin 11/1/2020 100.000	12/15/2025 6/5/2015 AFS	80,000.00 80,000.00	80,000.00 100.00%	80,134.40 770.67	80,000.00 80,000.00	80,134.40 80,905.07
MUNI GO D02/02	487571FT3 KEITH CNTY NE SCD #1		2.950	NE	185178859-1	Contin 12/28/2020 100.000	12/15/2027 12/28/2015 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,323.00 1,114.44	100,000.00 100,000.00	100,323.00 101,437.44
MUNI GO D02/02	505318QS7 LA VISTA NE		2.650	NE	185179244-1	Contin 11/1/2020 100.000	11/15/2024 12/31/2014 AFS	115,000.00 115,000.00	115,000.00 100.00%	115,193.20 1,405.24	115,000.00 115,000.00	115,193.20 116,598.44
MUNI REV D02/02	57973FDD8 MCCOOK NE PUBLIC PWR DIST		3.150	NE	185181069-1	Contin 8/9/2022 100.000	12/15/2030 8/9/2017 AFS	100,000.00 100,000.00	100,000.00 100.00%	102,480.00 1,190.00	100,000.00 100,000.00	102,480.00 103,670.00
MUNI GO D02/02	803760EJ2 SARPY CNTY NE SAN & IMPT DIST		3.650	NE	185187204-1	Prerefnd 12/15/2020 100.000	12/15/2029 12/15/2015 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,467.00 1,378.89	100,000.00 100,000.00	100,467.00 101,845.89
MUNI GO D02/02	803766BG8 SARPY CNTY NE SAN & IMPT		2.850	NE	185187208-1	Contin 11/1/2020 100.000	5/15/2022 7/1/2015 AFS	90,000.00 90,000.00	90,000.00 100.00%	90,143.10 1,182.75	90,000.00 90,000.00	90,143.10 91,325.85
MUNI GO D02/02	80376DCN7 SARPY CNTY NE SAN & IMPT DIST		3.250	NE	185187210-1	Contin 11/1/2020 100.000	10/15/2023 10/15/2012 AFS	200,000.00 200,000.00	200,000.00 100.00%	200,450.00 288.89	200,000.00 200,000.00	200,450.00 200,738.89
MUNI GO D02/02	80376ECZ8 SARPY CNTY NE SAN & IMPT DIST		3.750	NE	185187211-1	Contin 2/15/2022 100.000	8/15/2029 2/15/2017 AFS	90,000.00 90,000.00	90,000.00 100.00%	92,039.40 712.50	90,000.00 90,000.00	92,039.40 92,751.90

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Pledged Securities Detail
October 31, 2020

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

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
								Book Value	Carrying Value	Market Value
MUNI GO D02/02	80376UBK6 SARPY CNTY NE SAN & IMPT DIST	2.700	185187214-1	Prerefnd 7/15/2022 100.000	8/15/2026 7/15/2017 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	52,098.50 285.00	52,098.50 52,383.50
MUNI GO D02/02	80377TBE2 SARPY CNTY NE SAN & IMPT DIST	2.800	185187220-1	Contin 11/15/2021 100.000	11/15/2028 11/15/2016 AFS	85,000.00 85,000.00	85,000.00 100.00%	85,000.00 85,000.00	85,901.00 1,097.44	85,901.00 86,998.44
MUNI GO D02/02	80377TBF9 SARPY CNTY NE SAN & IMPT DIST	2.900	185187221-1	Contin 11/15/2021 100.000	11/15/2029 11/15/2016 AFS	85,000.00 85,000.00	85,000.00 100.00%	85,000.00 85,000.00	85,980.05 1,136.64	85,980.05 87,116.69
MUNI GO D02/02	80378TEW8 SARPY CNTY NE SAN & IMPT DIST	3.850	185187230-1	Contin 4/15/2023 100.000	10/15/2033 4/15/2018 AFS	85,000.00 85,000.00	85,000.00 100.00%	85,000.00 85,000.00	85,742.90 145.44	85,742.90 85,888.34
MUNI GO D02/02	80379AEF5 SARPY CNTY NEB SAN & IMPT #243	2.700	177011631-1	Cont 8/15/2025 100.000	8/15/2038 8/19/2020 AFS	290,000.00 290,000.00	290,000.00 100.00%	290,000.00 290,000.00	281,619.00 1,566.00	281,619.00 283,185.00
MUNI GO D02/02	818473FD7 SEWARD CNTY NE CENTENNIAL PUB	3.000	185187536-1	Contin 7/27/2022 100.000	12/15/2031 7/27/2017 AFS	250,000.00 250,000.00	250,000.00 100.00%	250,000.00 250,836.26	257,245.00 2,833.33	257,245.00 260,078.33
MUNI GO D02/02	81847ELJ3 SEWARD NE	2.150	185187544-1	Contin 11/1/2020 100.000	12/15/2022 3/27/2012 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	100,113.00 812.22	100,113.00 100,925.22
MUNI GO D02/02	81847ELK0 SEWARD NE	2.350	185187545-1	Contin 11/1/2020 100.000	12/15/2023 5/18/2012 AFS	95,000.00 95,000.00	95,000.00 100.00%	95,000.00 95,000.00	95,120.65 843.39	95,120.65 95,964.04
MUNI REV D02/02	818480BF1 SEWARD NEB ARPT AUTH	3.550	185187553-1	Contin 11/1/2020 100.000	1/15/2024 9/1/2011 AFS	170,000.00 170,000.00	170,000.00 100.00%	170,000.00 170,000.00	170,445.40 1,776.97	170,445.40 172,222.37
MUNI REV D02/02	818483EQ8 SEWARD NE ELEC REV	2.350	185187554-1	Contin 11/1/2020 100.000	2/15/2023 3/27/2012 AFS	110,000.00 110,000.00	110,000.00 100.00%	110,000.00 110,000.00	110,143.00 545.72	110,143.00 110,688.72
MUNI REV D02/02	818483FG9 SEWARD NE ELEC REV	2.450	185187557-1	Contin 6/15/2021 100.000	2/15/2028 6/15/2016 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	151,066.50 775.83	151,066.50 151,842.33

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



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

Pledged Securities Detail
October 31, 2020

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			Market Value Collateral Value
										Par Value	Book Value	Carrying Value Interest Rec	
MUNI REV D02/02	818484DG9 SEWARD NE SANTN SWR SYS		2.300	NE	185187560-1	Contn 8/12/2021 100.000	9/15/2029 8/12/2016 AFS	130,000.00 130,000.00	130,000.00 100.00%	130,000.00 130,000.00	130,822.90 382.06	130,822.90 131,204.96	
MUNI REV D02/02	854746DX9 STANTON CNTY NE PUB PWR DIST		2.550	NE	185195280-1	Contn 3/2/2021 100.000	8/1/2028 3/2/2016 AFS	155,000.00 155,000.00	155,000.00 100.00%	155,000.00 155,000.00	155,655.65 988.13	155,655.65 156,643.78	
MUNI GO D02/02	886094CD1 THURSTON CNTY NEB		2.500	NE	184003102-1	Cont 5/28/2025 100.000	12/15/2035 5/28/2020 AFS	200,000.00 200,000.00	200,000.00 100.00%	200,000.00 197,065.27	200,646.00 2,125.00	200,646.00 202,771.00	
MUNI GO D02/02	919558KF2 VLY CNTY NE		2.900	NE	185197361-1	Contn 11/1/2020 100.000	12/15/2025 5/28/2014 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	150,349.50 1,643.33	150,349.50 151,992.83	
MUNI REV D02/02	93811PBV9 WASHINGTON CNTY NE PUB SAFETY		2.500	NE	185197916-1	Contn 11/1/2020 100.000	12/1/2025 5/14/2015 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	150,000.00 1,562.50	150,000.00 151,562.50	
MUNI REV D02/02	943781AV6 WAVERLY NE COMB UTILITY REV		2.250	NE	185198093-1	Contn 11/1/2020 100.000	6/15/2021 7/13/2012 AFS	40,000.00 40,000.00	40,000.00 100.00%	40,000.00 40,000.00	40,042.00 340.00	40,042.00 40,382.00	
MUNI REV D02/02	943781BN3 WAVERLY NE COMB UTIL REV		3.100	NE	185198094-1	Contn 1/20/2021 100.000	6/15/2029 1/20/2016 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	100,337.00 1,171.11	100,337.00 101,508.11	
TAX TAXGO D02/02	079238AY7 BELLEVUE NEB REDEV REV		2.950	NE	185138622-1	Cont 11/1/2020 100.000	12/15/2021 5/6/2019 AFS	250,000.00 250,000.00	250,000.00 100.00%	250,000.00 250,000.00	250,522.50 2,786.11	250,522.50 253,308.61	
TAX TAXREV D02/02	68189TBA3 OMAHA NEB SPL OBLIG		6.400	NE	185184294-1		2/1/2026 3/25/2008 AFS	65,000.00 65,000.00	35,000.00 53.85%	35,000.00 35,000.00	40,821.20 560.00	40,821.20 41,381.20	
CITY OF SEWARD										9,338,780.93	9,507,563.25	9,507,563.25	
CASH IN BANK \$9,029,200.75										45,147,000.00	61,802.31	9,569,365.56	



City of Seward Police Department

Monthly Statistics October 2020

Service Calls	343
Accidents	7
Arrests	24
Citations	7
Warnings	71
Parking Tickets	27

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Planning Commission of the City of Seward, Seward County, Nebraska on Monday, November 9th, 2020 at 7:30 p.m. and a public hearing will be held by the City Council of the City of Seward, Seward County, Nebraska on Tuesday, November 17, 2020 at 7 p.m. in the East/West Basement at the Seward Civic Center at 616 Bradford Street, Seward, Nebraska.

Said public hearing will be to review a Special Use Permit application for a property located at 1778 Pine St., Seward, NE, described below. Said application is to operate an Auto Body Shop at that location.

Legal Description:

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

All persons interested may appear and be heard.

Tim Dworak

Building/Zoning & Code Enforcement Director

Published: October 28th, 2020

Provide POP

PAID

City of
SEWARD

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

APPLICATION FOR A SPECIAL USE PERMIT

CITY OF SEWARD, SEWARD COUNTY, NEBRASKA

Instructions:

1. Fill out application form completely. Please print or type. Use additional sheets if needed.
2. Filing fee: \$200.00. Notification Fee \$ 100,00 Make check payable to City of Seward.
3. Contact City of Seward Planning & Zoning Director if you have any questions.
4. Submit a list of property owners within 300 feet, prepared by a certified abstractor.
5. Submit completed application and fee 30 days prior to the next regular scheduled Planning Commission meeting.

1. Applicant's name: Levanders Body Shop by Brian Levander

2. Applicant's address: 1778 Pine St Seward NE 68434

3. Telephone (business): 3083843747 (home): 308390-6494 ZIP: _____

4. Present use of property: Empty Lot

5. Desired use of property: Auto Body Repair, Auto Service

6. Present zoning: Business Park

7. Legal description of property: Lot 3, Block A, Replat of Blocks 2 and 3, Seward Rail Campus PUD Original Addition Final Plat, and Portion of SE Quarter of the SE 1/4 of Section 29, Township 11 North, Range 3 East located in SE 1/4 Section 29, Township 11 N, Range 3 East of the 6th PM City of Seward

8. Under what provisions of the zoning regulations are you seeking this permit?
Auto Body

9. For how many years are you seeking this permit (5 years, 10 years, etc.)? 100 Years + "Max"

10. Explain in detail what you propose to do: Perform repairs to damaged cars & trucks

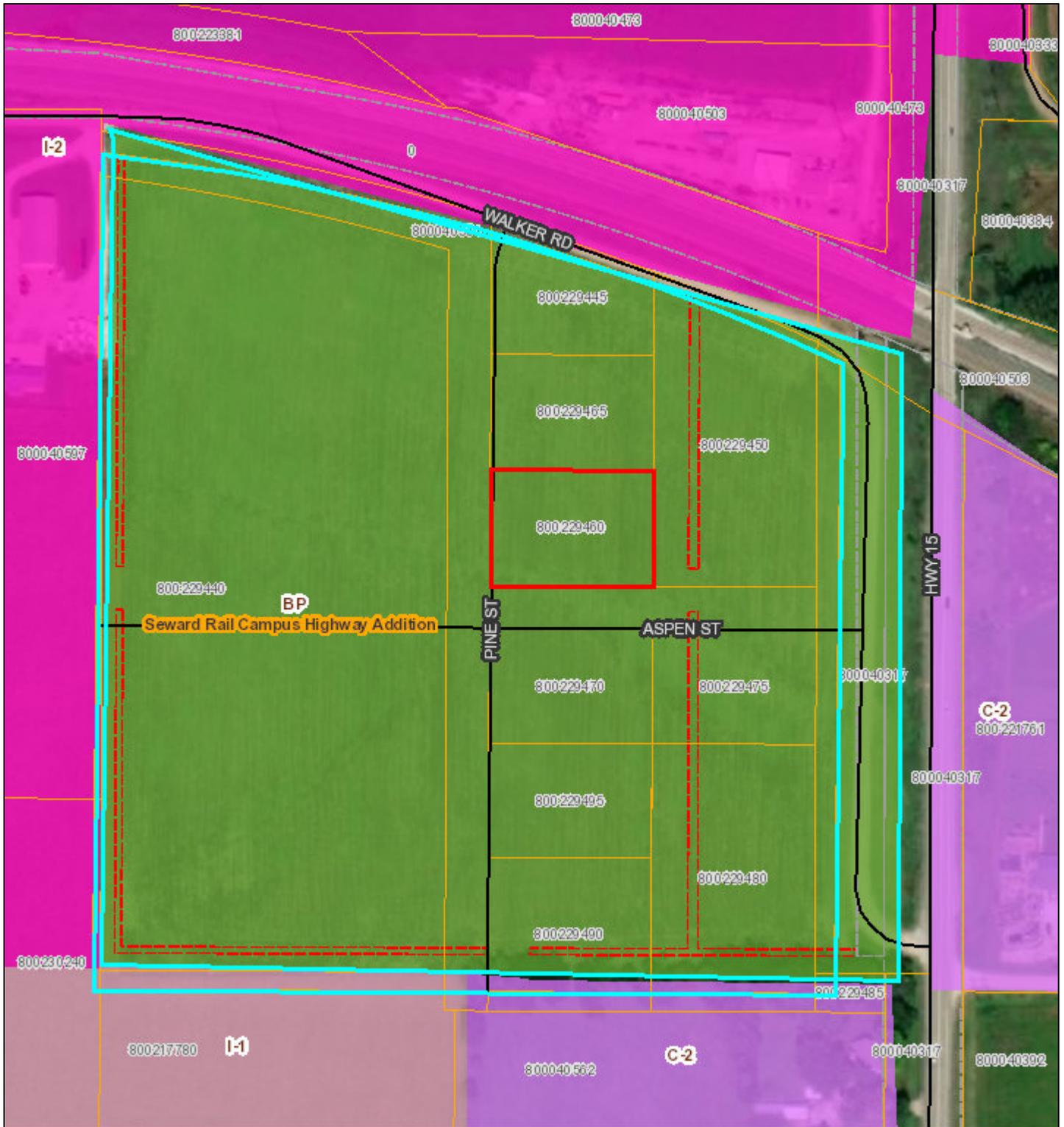
11. How are adjoining properties used? Indicate both zoning district designations and actual uses.
North: NA Business Park South: NA Business Park
East: NA Business Park West: Pet food Business Park

12. This authorizes the City of Seward Planning and Zoning Director to enter upon the property during normal working hours for the purpose of becoming familiar with the proposed situation. The Director may be accompanied by members the City of Seward Planning Commission or Seward City Council.

Date: 10-14-20

[Signature]

Owner's Signature



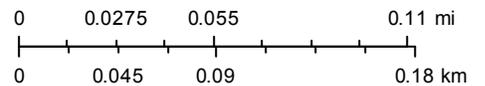
November 6, 2020

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

Legend

1:3,423

- Streets
- Parcels
- Subdivisions



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

NOTICE OF PUBLIC HEARINGS

Public notice is hereby given by the Planning Commission of the City of Seward, Nebraska, that a public hearing will be held at a special meeting at 7:30 p.m. on November 16, 2020 at the Seward Civic Center, East & West Basement, 616 Bradford St, Seward, NE 68434.

Public notice is hereby also given by the Mayor and City Council of the City of Seward, Nebraska, that a public hearing will be held at 7:00 p.m. on November 17, 2020, at the Seward Civic Center, East & West Basement, 616 Bradford St, Seward, NE 68434.

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

The property which is the subject of this notice and of the public hearing is generally identified as Parcel ID No. 800040759 in Seward, Nebraska and is legally described as follows:

Outlot A and Outlot B, Twin Oaks Development Seventh Addition, a Replat of Lot 1A, Twin Oaks Development Sixth Addition, City of Seward, Seward County, Nebraska

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

Bonnie Otte, City Clerk

Publish October 30 and November 6, 2020
One Proof of Publication

Tax-Increment Financing Application

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

PROJECT SCOPE: (PLEASE PRINT OR TYPE ALL INFORMATION)

1. Applicant Information

Arrowhead Estates LLC
Business Name

Thomas Kayton
Contact Person for Applicant

1267 280th Seward, NE 68434
Street Address

1267 280th Seward, NE 68434
Mailing Address

402-641-4258
Telephone

Alternate Telephone

Fax

Thomas@arrowhead-construction.com
Email

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

Shane Baack, Mark Wachal, Brock Henderson, Steve Kayton, Thomas Kayton
Owners

2. Project Description

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

3. Proposed Project Site:

Please provide the address, legal description, current owner. If the current owner is not the applicant, identify whether the project site is under contract, option, etc.: Is owned by Arrowhead Estates LLC and the Legal is:
SEWARD TWIN OAKS DEVELOPMENT SEVENTH ADDITION OUTLOTS A & B 67.01 AC

4. Physical Description of the Proposed Project:

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

5. Land Use:

- a. If property is to be subdivided, show division planned (attach copy of the plat): **See attached**
- b. Current Zoning of the property:
Industrial
- c. Is the proposed project a permitted use on the property? What permits would be required?
Need to change zoning to R3
- d. Please describe any other relevant information relating to zoning, permitting, or similar land use issues:

6. Estimated Project Costs:

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

7. Please attach the following documentation:

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

8. Estimated Tax Increment:

- a. Total estimated assessed valuation of Real Property at completion (please also describe how you arrived at this value; e.g., discussions with County Assessor, based on previous construction projects, etc.):
Based on previous construction projects
- b. Latest property valuation before construction (from Property Tax Statement): \$4,452
- c. Estimated increase in real estate valuation:
\$6,235,000
- d. Estimated new real estate tax generated annually:
\$110,983

9. Proposed Source of Financing:

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

10. Name and address of architect, engineer, and general contractor:

Engineer-Jake Vasa with SEH
GC-Curtis Adkins with Arrowhead Construction

11. Project construction schedule:

- a. Construction start date: April 1, 2021
- b. Construction completion date: October 1, 2022
- c. If project is phased:
Year _____ / _____ % Complete
Year _____ / _____ % Complete

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

13. Amount of TIF request: \$952,795

14. Application Fee Paid: \$28,583

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

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

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

All infrastructure, concrete, dirt work and site acquisition.

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

- a. Is your project economically feasible as designed without tax increment financing? If no, please indicate how tax increment financing is necessary for the economic feasibility of your project.
Project will not happen without TIF because it would not be financially feasible
- b. Would you locate your project in the redevelopment area without Tax Increment Financing? Explain.
No, it would not be financially feasible

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

Current residents can upgrade affordably which then turns existing stock for new home buyers. It brings new residents into the city that allows us to grow. City will benefit from electricity, water and sewer usage.

"Applicant"

By: 

Name: Thomas Kayton

Title: Manager

Arrowhead Estates Construction Costs

Grading	\$182,000.00
Water/Sewer	\$712,600.00
Equipment (lift station)	\$150,000.00
Concrete	\$1,121,000.00
Other (Walking Trail)	\$235,000.00
Engineering	\$520,000.00
Mobilization/Contingencies	\$460,000.00
Total	\$3,380,600.00
Total lots	120
Number of lots first phase	29
First phase infrastructure	\$816,978.33
First phase fixed costs	\$122,546.75
Construction interest	\$50,000.00
Attorney fees	\$15,000.00
3% city fee	\$28,583.85
First phase total	\$1,033,108.93

Arrowhead Estates Pro Forma

Owners Equity	\$200,000.00
Interest rate	4.50%
Number of lots	29
Phase 1 Infrastructure	\$1,033,108.93
Land Cost with Interest	\$270,000.00
TIF	\$952,794.92
Cost after TIF	\$350,314.01

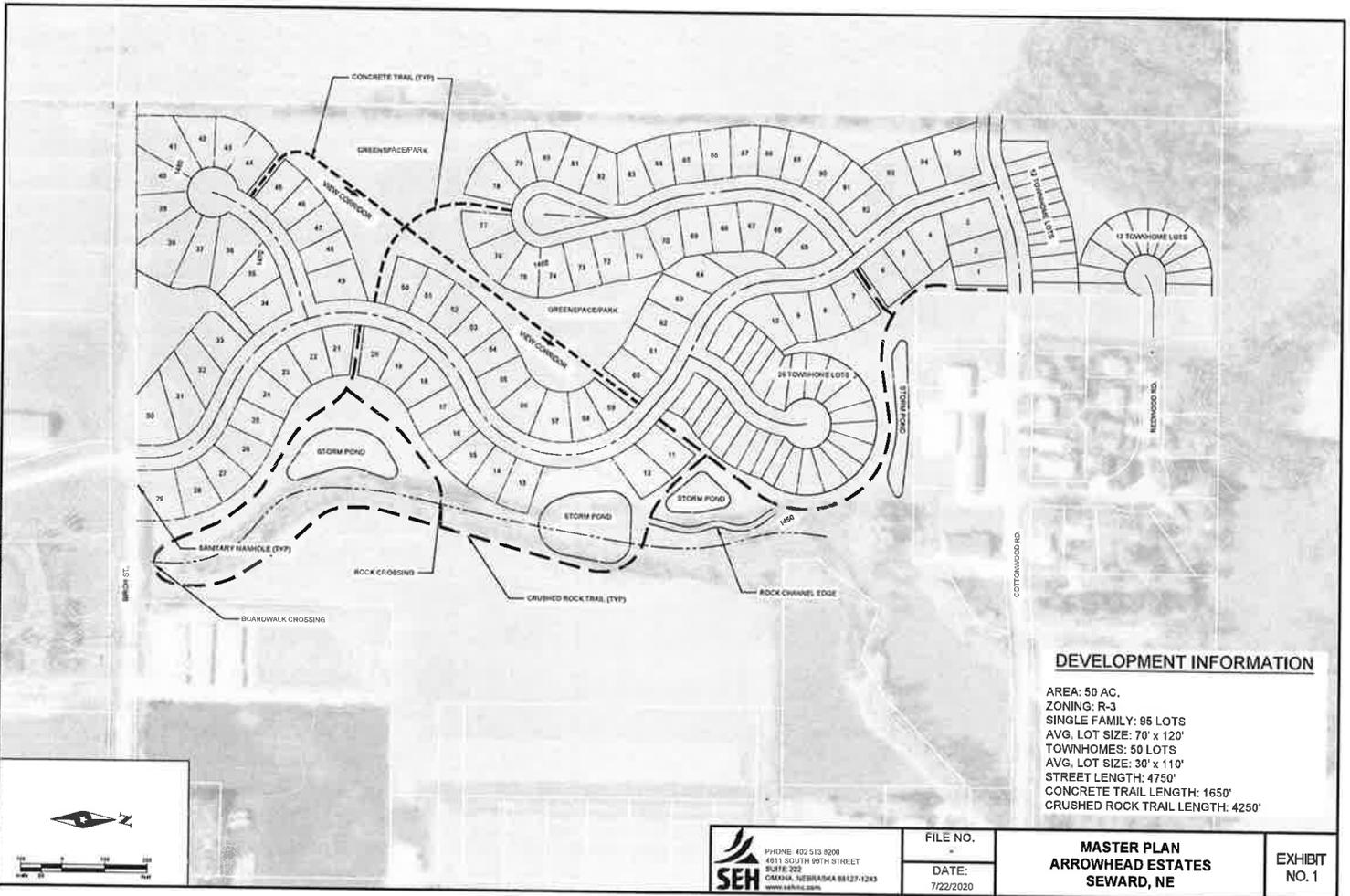
Lot cost \$12,079.79

	2021	2022	2023	2024
Lots sold	5	7	8	9
Average sales price	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00
Gross sales	\$140,000.00	\$196,000.00	\$224,000.00	\$252,000.00
Crop ground rent	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Gross Revenue	\$155,000.00	\$211,000.00	\$239,000.00	\$267,000.00

Expenses

Interest	\$15,764.13	\$13,046.18	\$9,241.04	\$4,892.32
Taxes on lots	\$23,735.60	\$19,376.00	\$13,563.20	\$7,266.00
Taxes on remaining land	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Accounting Fees	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Marketing/Advertising	\$10,000.00	\$7,000.00	\$7,000.00	\$7,000.00
Closing costs/Realtor fees	\$7,000.00	\$9,800.00	\$11,200.00	\$12,600.00
Misc expenses	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
Operating Expenses	\$59,499.73	\$49,422.18	\$39,804.24	\$29,158.32
Lot Cost	\$60,398.97	\$84,558.55	\$96,638.35	\$108,718.14
Total	\$119,898.70	\$133,980.73	\$136,442.59	\$137,876.46
Net income	\$22,101.30	\$61,219.27	\$85,357.41	\$110,523.54

Cost after Owners Equity	\$350,314.01
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DEVELOPMENT INFORMATION

AREA: 50 AC.
 ZONING: R-3
 SINGLE FAMILY: 95 LOTS
 AVG. LOT SIZE: 70' x 120'
 TOWNHOMES: 50 LOTS
 AVG. LOT SIZE: 30' x 110'
 STREET LENGTH: 4750'
 CONCRETE TRAIL LENGTH: 1650'
 CRUSHED ROCK TRAIL LENGTH: 4250'

 PHONE: 402.513.9200 4811 SOUTH 99TH STREET SUITE 202 OMAHA, NEBRASKA 68127-1243 www.sehinc.com	FILE NO.	MASTER PLAN ARROWHEAD ESTATES SEWARD, NE	EXHIBIT NO. 1
	DATE:		

7/22/2020

Arrowhead Estates

Single Family Homes

Base Value	\$3,833
# of Homes	29
Avg. Sales Price	\$215,000
Projected Value	\$6,235,000

TIF Calculations

Assumptions:

Tax Levy	1.733791
Interest Rate	4.5%
TIF Period	varies
Base Value/Unit	\$3,833

	Phase I	Phase II	Phase III	Phase IV	Phase V
Year	2020	2021	2022	2023	2024
# of LIHTC Units	0	0	0	0	0
# of NAHTF Units	0	0	0	0	0
# of Single Family	5	7	8	9	0
TIF Period	15	0	0	0	0
Base Value (LIHTC)	\$0	0	0	0	0
Base Value (NAHTF)	0	\$0	0	0	0
Base Value (Single Family)	\$19,165	\$26,831	\$30,664	\$34,497	\$0
Base Taxes	\$332	\$465	\$532	\$598	\$0
Comp. Value (LIHTC)	\$0	\$0	\$0	\$0	\$0
Comp. Value (NAHTF)	\$0	\$0	\$0	\$0	\$0
Comp. Value (Single Family)	\$1,075,000	\$1,505,000	\$1,720,000	\$1,935,000	\$0
Total Taxes	\$18,638	\$26,094	\$29,821	\$33,549	\$0
Total Increment	\$18,306	\$25,628	\$29,290	\$32,951	\$0
Phase Years	1 to 15	2 to 16	3 to 17	4 to 18	5 to 19
Year	Phase I	Phase II	Phase III	Phase IV	Phase V
1	\$0	\$0	\$0	\$0	\$0
2	\$18,306	\$25,628	\$0	\$0	\$0
3	\$18,306	\$25,628	\$29,290	\$0	\$0
4	\$18,306	\$25,628	\$29,290	\$32,951	\$0
5	\$18,306	\$25,628	\$29,290	\$32,951	\$0
6	\$18,306	\$25,628	\$29,290	\$32,951	\$0
7	\$18,306	\$25,628	\$29,290	\$32,951	\$0
8	\$18,306	\$25,628	\$29,290	\$32,951	\$0
9	\$18,306	\$25,628	\$29,290	\$32,951	\$0
10	\$18,306	\$25,628	\$29,290	\$32,951	\$0
11	\$18,306	\$25,628	\$29,290	\$32,951	\$0
12	\$18,306	\$25,628	\$29,290	\$32,951	\$0

Seward - Kayton TIF Projections

000002020-02-03

13	\$18,306	\$25,628	\$29,290	\$32,951	\$0
14	\$18,306	\$25,628	\$29,290	\$32,951	\$0
15	\$18,306	\$25,628	\$29,290	\$32,951	\$0
16	\$0	\$0	\$0	\$0	\$0
17	\$0	\$0	\$0	\$0	\$0
18	\$0	\$0	\$0	\$0	\$0
19	\$0	\$0	\$0	\$0	\$0
20	\$0	\$0	\$0	\$0	\$0
TOTAL:					

TIF Indebtedness:	\$952,795
--------------------------	------------------

1. Value Projection

a. LIHTC Duplex Rental Units

Assumptions:

Base Value/Unit	\$0
Expenses	48%
Cap Rate	8.6%
Vacancy	15%

Unit Type	No. of Units	Rent/Unit	Ann. Rent/Uni	Ann. Rent Total
3 BR	12	\$0	\$0	\$0
4 BR	12	\$0	\$0	\$0
Total:	24		\$0	\$0

EGI	\$0
Less Vacancy	\$0
Less Expenses	\$0
NOI	\$0

Projected Value \$0

b. NAHTF Single Family Rental Units

Assumptions:

Base Value	\$0
Expenses	48%
Cap Rate	8.6%
Vacancy	15%
No. of Units	0
Rent/Unit	\$0
Ann. Rent/Unit	\$0
Ann. Rent Total	\$0
EGI	\$0
Less Vacancy	\$0
Less Expenses	\$0
NOI	\$0
Projected Value	\$0

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

(ARROWHEAD ESTATES REDEVELOPMENT PROJECT)

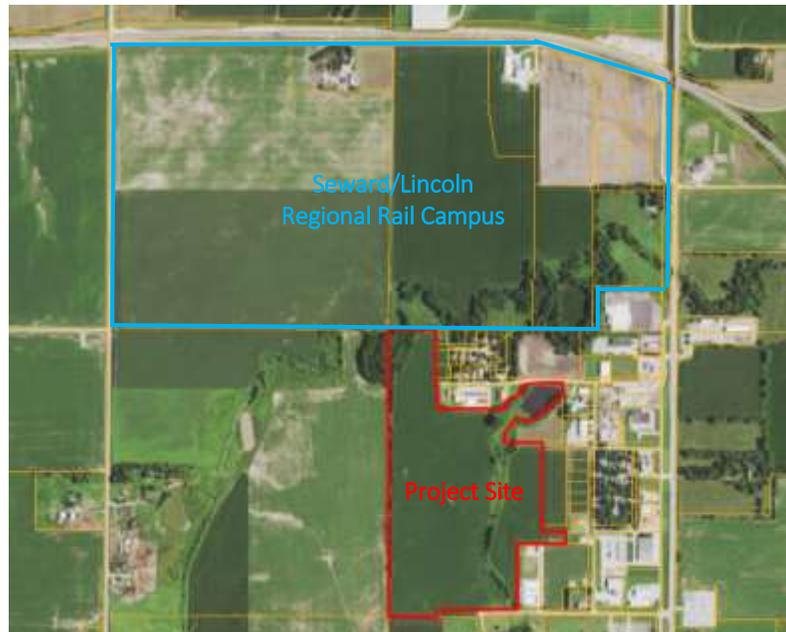
The City of Seward, Nebraska (“City”) has undertaken a plan of redevelopment within the community pursuant to the adoption of the Redevelopment Plan for a certain redevelopment area in the City of Seward, as amended (the “Redevelopment Plan”). The Redevelopment Plan was approved by the City Council of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

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

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

Project Site

The Project Site is located west of Highway 15 and south of the Seward/Lincoln Regional Rail Campus, a 306-acre rail-served industrial park (the “Rail Campus Area”), as generally depicted below:



The Project Site is currently vacant and underdeveloped. The current land use map set forth in the Comprehensive Plan (defined below) identifies the current land use as agricultural use. The future land use map set forth in the Comprehensive Plan designates the future land use of the Project Site as urban reserve (long term growth area). The current and future land use maps set forth in the Comprehensive Plan are incorporated into the Redevelopment Plan by this reference.

The Project Site has been identified by the City as a target area for residential development. The Comprehensive Plan sets forth a development concept for the “South 15 Neighborhood”, which includes the Project Site. “Development Concepts should be considered a framework for how new growth should occur with specific attention to the arterial and collector network, the configuration of land uses, and the connections between areas of the city. The concept should be used as a starting point for discussions related to greenfield development at the fringe of the city.” *Comprehensive Plan*, p. 46.

The South 15 Neighborhood concept is described as follows:

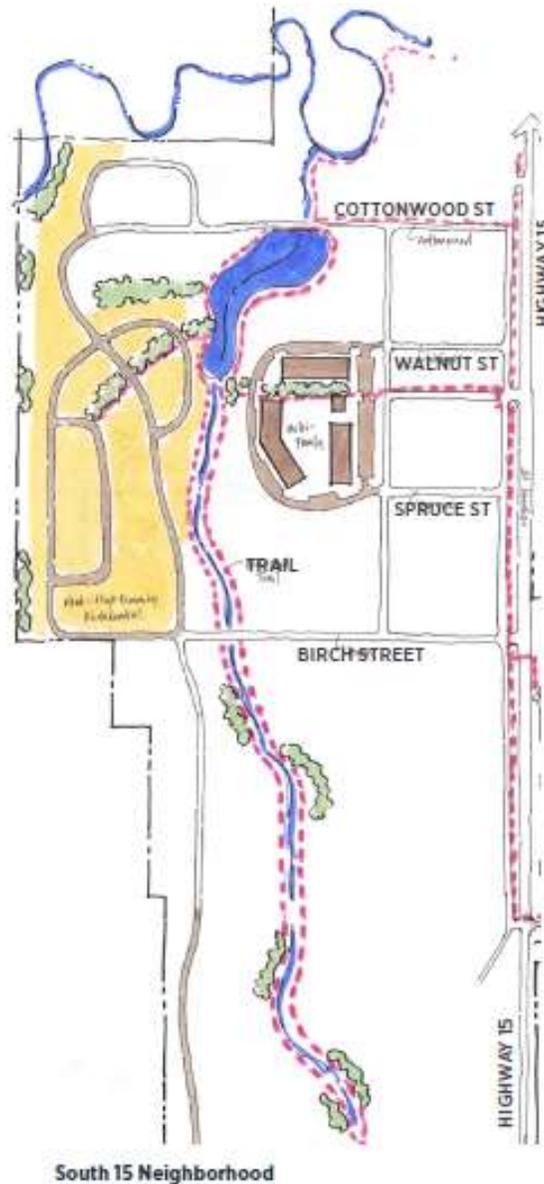
Conceptual Big Idea: South 15 Neighborhood

Integrate residential near Highway 15 to create housing options near services, jobs, and the interstate.

Importance. It is in close proximity to major transportation routes and the rail campus employment center. Aside from permissive industrial zoning, there is no vision for the area which leaves it under threat from disorderly development.

The South 15 Neighborhood envisions a new neighborhood for the spectrum of employees ranging from entry-level employees to supervisory employees configured around central amenities including walking trails, streams, and potentially a series of ponds. The neighborhood should include a mix of housing types including multi-family, townhomes, and single family homes. The neighborhood should be designed with landscaping and land use transitions to reduce compatibility issues with adjacent land uses.

The South 15 Neighborhood concept from the Comprehensive Plan is depicted below:



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

The Project Site is currently used for agricultural uses and has no other viable use because of the lack of public infrastructure supporting the Project Site and the high cost of getting the Project Site into a condition which could be developed. Because redevelopment of the Project Site will require significant upfront costs, including, but not limited to, site preparation, grading, and public infrastructure improvements, the City is unlikely to attract businesses and/or development to the Project Site without the use of tax increment financing. The redevelopment of the Project Site pursuant to this Plan Amendment will eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan.

Project

Arrowhead Estates, LLC (“Redeveloper”) has submitted a proposal for the redevelopment of the Project Site. The project will consist of the construction of 29 single family homes and associated improvements on the Project Site (the “Project”). The Project will also include the construction of community amenities, including trails, parks and greenspace, and the necessary public infrastructure to support the residential development.

The Project Site will be subdivided and replatted for residential development. The single family homes will be constructed on 29 lots with an average lot size of approximately 8,400 square feet (70’ x 120’). A preliminary master site plan is attached as Exhibit “B” and incorporated herein by this reference. This master plan includes approximately 95 single family lots and 50 townhome lots, but the Project will only include 29 single family lots. The Master Plan is included solely as a reference and graphical depiction. No further development of potential subsequent phases or lots beyond the 29 lots are included in the Project or this Redevelopment Plan Amendment. The CRA acknowledges that these plans are preliminary in nature and subject change, but has included the current information submitted by the Redeveloper.

As part of the Project, the CRA shall capture available tax increment from the Project Site to assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area. Such public improvements may include, but are not limited to: site acquisition, site preparation, grading, water and sewer improvements, street, sidewalk and trail improvements, architectural and engineering fees, and other eligible uses. The use of TIF to assist with the costs of the eligible public improvements will make the Project as designed feasible. The Redeveloper shall be responsible for all other costs and expenses associated with the Project.

Redeveloper intends to commence construction in Spring 2021, and it is anticipated that the private improvements will be completed in 2024. The base year for the Project shall be either 2021 with an effective date for the division of taxes shall be January 1, 2022. Upon subdivision, the assumed base value of

each lot in the Project Site will be approximately \$7,000.¹ Based on previous construction projects, the projected completed value of each lot is estimated to be \$215,000.

The CRA will establish a single effective date for the entire Project. Based upon the anticipated completed valuation of \$6,235,000 (29 lots at \$215,000/lot), and a 4.5% interest rate for the TIF Note, it is projected that the Project should support TIF Indebtedness in the amount of approximately \$953,000. For purposes of the TIF projections for this Project, the CRA (1) has assumed that 5 homes will be completed in 2021, 7 homes will be completed in 2022, 8 homes will be completed in 2023, and 9 homes will be completed in 2024; and (2) has assumed that there will be a partial valuation in the first three (3) years based on Redeveloper's construction schedule. If the development of the lots occurs slower than anticipated, the Project could generate less TIF than projected in this Plan Amendment. If the completed value of the lots are actually higher than the projection and/or the development of the lots occurs quicker than anticipated, the Project could generate more annual tax increment than projected in this Plan Amendment and pay off the TIF Indebtedness sooner than 15 years.

Redeveloper estimates that the cost of the public improvements necessary to support the private improvements for the Project will be approximately \$1,033,109 (\$35,624 per lot). The TIF uses include grading, public street improvements, public infrastructure improvements water and sewer, walking trail improvements, engineering and legal fees, and other eligible public improvements. The final cost of all eligible public improvements will be certified by the Redeveloper and the TIF Indebtedness amount shall not exceed the total cost of the eligible expenses.

The identified TIF-eligible uses, together with the 3% CRA administration fee and cost of issuance which are additional TIF-eligible uses that Redeveloper shall be required to pay, exceed the anticipated TIF amount of \$953,000. The final, actual cost of all TIF-eligible expenses shall be certified by Redeveloper upon completion of construction. In addition to the TIF Indebtedness, Redeveloper has stated that the Project would be financed in part using approximately \$200,000 in investor equity.

The anticipated \$953,000 would reduce the per lot cost by approximately \$33,000. Therefore, instead of selling the lots for \$53,000 per lot, the Redeveloper would be able to sell the lots for approximately \$28,000.

Statutory Elements

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

¹ If the lots are valued higher, the base value would increase and the overall TIF Indebtedness amount would decrease. Redeveloper understands this risk, but for the purposes of calculating the maximum TIF that will be approved, the \$7,000 lot value has been assumed.

statutory elements under the Nebraska Community Development Law.

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. Redeveloper is the owner of the Project Site.

B. Population Density

The proposed development is the construction of 29 single family homes. As a residential subdivision, the Project will, by design, increase the population density in the project area. However, the Project is consistent with the Comprehensive Plan, which promotes housing development to meet demand in the City and identifies the South 15 Neighborhood for new growth.

C. Land Coverage

The project will consist of the construction of 29 single family homes on the approximately 5.5 acre Project Site, which is currently vacant. The Project will be required to meet the applicable land-coverage ratios and zoning requirements as required by the City of Seward.

D. Traffic Flow, Street Layouts, and Street Grades

The Project will impact traffic flow, street layouts, and street grades. The public improvements for the Project will include the necessary street improvements for the Project Site. All street constructed as part of the Project must meet City standards, which shall be addressed in a separate subdivision agreement as part of the subdivision process or other development agreement with the City. For the purposes of this Plan Amendment it is sufficient to note that the necessary public street infrastructure will be constructed as part of the Project. These public improvements shall provide a material benefit to the Redevelopment Area that would not occur without this Project.

E. Parking

The Project will be required to meet or exceed the parking requirements set forth in the applicable zoning district. Each lot must meet the required parking separately, as there is no master parking lot or parking area included in the Project. Parking requirements for each lot will be determined as part of the building permit process.

F. Zoning, Building Code, and Ordinances

The Project Site is located in an I-1 Limited Industrial District zone. Redeveloper will need to seek a change of zone to a zoning district in which the intended use is a permitted use. In addition, Redeveloper will need to subdivide

the Project Site into 29 lots prior to construction of improvements on the Project Site. Approval of this Plan Amendment does not provide the necessary zoning or subdivision approvals, which are separate matters. Redeveloper will be responsible all zoning, building code, or ordinance changes that are necessary for the Project.

Cost-Benefit Analysis

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

Comprehensive Plan

Several goals of the Seward Tomorrow Comprehensive Plan dated January 15, 2019 (“Comprehensive Plan”) will be furthered by this Project. This section is not a comprehensive analysis of the Project’s implementation and conformance with the Comprehensive Plan, but is meant to highlight and summarize the key points on this topic. Some selections from the Comprehensive Plan are set forth below:

STRONG NEIGHBORHOODS: GOALS

- Create neighborhoods and promote infill development that builds on the character and quality of existing neighborhoods
- Connect neighborhoods to community destinations including jobs, commerce, and recreation
- Expand housing diversity by type and cost

GOAL 2: CONNECT NEIGHBORHOODS TO COMMUNITY DESTINATIONS INCLUDING JOBS, COMMERCE, AND RECREATION

Actions and Recommendations:

Identify green space that should be added to growth areas.

It is important that all residents have convenient access to the park and recreation system. New developments should include spaces where residents or visitors can gather and have shared community experiences. This may include park or open spaces, plazas, or outdoor seating areas in mixed-use developments. These spaces should increase opportunities for community interaction and increase the sense of belonging to a community. Drainage or wetland areas may function as open space amenities for neighborhoods.

Protect and buffer drainage areas in developing areas to create neighborhood amenities.

Drainage areas should be viewed as an opportunity to create something that is both functional and attractive to a resident of Seward. One way to expand and connect the city’s recreation system is by multi-purposing drainages and environmentally-sensitive areas to support stormwater management and greenspace - both active and passive. This system can function as linear parks and trails that safely connect major destinations and recreation features.

GOAL 3: EXPAND HOUSING DIVERSITY BY TYPE AND COST

Actions and Recommendations:

Direct and support incentives toward mixed-income housing.

Any incentives, whether they come from the city or the economic development community, should favor housing developments that blend income levels. For many residents working in the service industries, the cost of housing is a burden. This is often the hardest housing market to address, as the profit margins are not high enough to attract private market construction and prospective tenants often make over the income limits required to qualify for housing assistance programs. By blending income levels, projects should also provide a mix of housing styles.

Establish design standards for any projects receiving city incentives or support.

An underlying idea of this plan is to support those willing to take risks in pursuit of something that is in the best interest of the community; this may include trying something that is yet untested in Seward such as a neighborhood with innovative housing products or an urban scale mixed-use component. If the city considers supporting a project financially, it should be held to a higher standard in terms of architecture, site design, and other considerations as deemed appropriate.

Encourage and support new projects that integrate a variety of housing products not currently present in Seward.

A healthy market provides options that appeal to the needs and desires of their buyers and renters but today, Seward offers primarily single-family detached and apartment dwellings. The community should promote projects that integrate additional choice to prospective buyers and renters, both for new residents and those looking to move-up or downsize within Seward. The City and SCCDP should explore the appropriateness of financial, policy, or organizational support that can be offered to innovative neighborhood development projects.

VIBRANT BUSINESSES: GOALS

- Invest in Downtown Seward as a destination, an economic engine, and the heart of the community
- Promote a strong retail, restaurant, and service economy
- Focus business recruitment and incubation on sectors that complement the overall character of the city in terms of its strengths, its people, and its vision for the future
- Support and promote the creation of community amenities that will attract and retain a young and talented workforce

GOAL 4: SUPPORT AND PROMOTE THE CREATION OF COMMUNITY AMENITIES THAT WILL ATTRACT AND RETAIN A YOUNG AND TALENTED WORKFORCE

Actions and Recommendations:

Promote the creation of high-quality neighborhoods that feature a variety of housing styles, occupancy types (renter and owner-occupied), and price-points configured in an environment attractive to young professionals.

As discussed in the housing element, people choose where they want to live based on the environment it offers and the way of life that environment affords. Through the lens of economic development, Seward should compare itself (as a neighborhood) to the neighborhoods in Lincoln because this is often the decision that prospective residents must make. As a neighborhood, Seward offers great schools, an iconic town center, and a small town environment; however, it lacks housing diversity, availability, and some community amenities like mid-distance trails. A major component of sales is overcoming objections - by employing the perspective of Seward as a neighborhood, it can strengthen its appeal by overcoming challenges.

Encourage the creation of housing units in proximity to employment centers and other community and cultural features to provide residents with convenient housing opportunities.

Contemporary land development policies have sought to separate uses in the effort to reduce compatibility issues. From a history where high density residential was immediately adjacent to high pollution industry, this approach is reasonable; however, the offsite impacts of most modern commercial and industrial operations can be addressed through appropriate design, buffering, and regulations. Furthermore, many residents actually desire these centers within walking distance of their residence for convenience. Subject to the type of industrial or commercial use and the site plan, it may be appropriate to consider how to integrate a neighborhood component into an otherwise single use district. The development should incorporate amenities, a mix of housing products and price-points, and be connected with the core of the city.

The Comprehensive Plan also provides that the City will require 36 new housing units annually to support the forecasted population growth at a 1% annual growth rate. *Comprehensive Plan*, p. 91.

Housing Study

The Seward County & Communities, Nebraska County-Wide Housing Study with Strategies for Affordable Housing–2024 dated October, 2019 (the “Housing Study”) provides the following relevant statistics:

- Population Trends and Projections – From 2000 to 2010, the City of Seward increased in population by 645 people, or 10.2 percent. The population is estimated to have increased by 297 people since the 2010 Census, to a current (2019) estimated population of 7,261. By 2024, the population is projected to increase by 187 persons, or 2.6 percent to 7,448. *Housing Study*, p. 3.6.
- Housing Unit Target Demand – The City of Seward has the greatest demand for new construction and housing rehabilitation activities in Seward County. An estimated 242 units, including 162 owner and 80 rental units should be targeted in Seward, at an estimated budget of \$58.7 million. Of the 242 housing units, an estimated 16 units should be targeted for Downtown Seward, consisting of six owner and 10 rental housing units. *Housing Study*, p. 4.4.

Additional Project Information from Redeveloper

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

EXHIBIT "A"
Legal Description of the Project Site

The Project Site shall consist of 29 lots platted for residential development, which are located on the property legally described as follows:

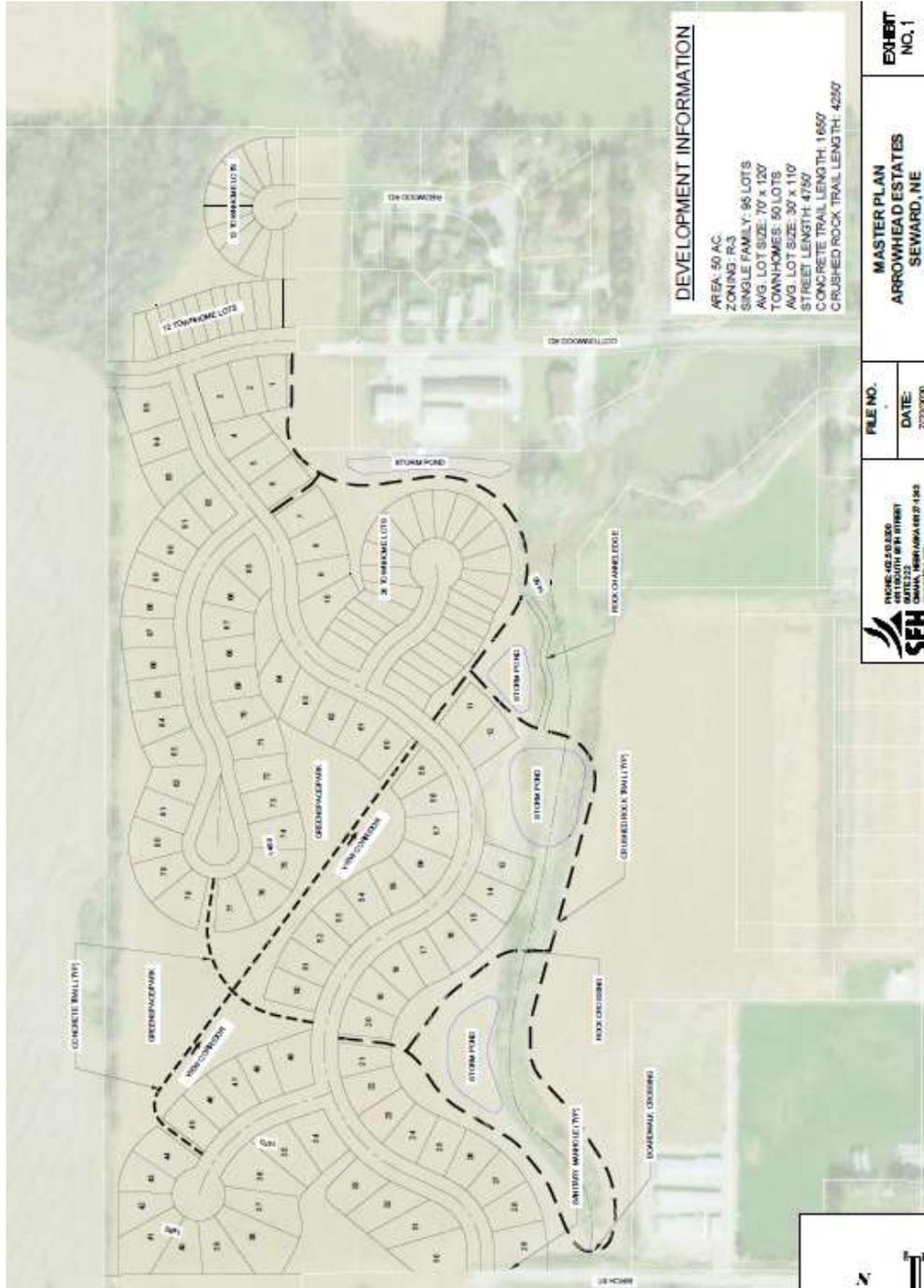
Outlot A and Outlot B, Twins Oaks Development Seventh Addition, a Replat of Lot 1A, Twin Oaks Development Sixth Addition, City of Seward, Seward County, Nebraska.

The exact legal description of the Project Site shall be determined upon approval of the subdivision of the Project Site.

The general location of the property is depicted below:



EXHIBIT "B" Preliminary Site Plan



This Preliminary Site Plan is the Master Plan provided by the Redeveloper. The Project shall only include the initial 29 lots. In no way shall the inclusion of the Master Plan imply any consideration of future phases of development or future redevelopment projects beyond the 29 lots discussed and described herein.

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

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

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

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

- a. Redevelopment Project Valuation:
\$203,000 (29 lots at \$7,000/lot)
- b. Projected Completed Project Assessed Valuation:
\$6,235,000 (29 lots at \$215,000/lot)
- c. Projected Tax Increment:
\$6,032,000 (\$208,000/lot)
- d. Estimated Tax Levy:
1.733791
- e. Annual Projected Tax Shift(\$3,468/lot):
 - 1. Year 1: \$18,031 (5 total Lots)
 - 2. Year 2: \$43,275 (12 total Lots)
 - 3. Year 3: \$72,126 (20 total Lots)

Years 4-15: \$100,560 annually (29 total Lots)

Notes:

1. The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2019 levy rate. There has been no accounting for incremental growth or change in the tax levy over the 15 year TIF period. There has been no accounting for any annual state property tax credit.

2. *The Project is anticipated to be completed over a 4-year period based on Redeveloper's construction schedule, but the Project will have a single effective date and 15 year TIF period. Therefore, the Projected Tax Increment will be less in any year prior to completion of all private improvements.*

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

a. Public infrastructure improvements and impacts:

Redeveloper anticipates expenditures of over \$800,000 for public infrastructure improvements, including, but not limited to, water and sewer improvements and street, sidewalk and trail improvements. These public improvements are necessary for the Project and will benefit adjacent property in the City as well.

The Project will create an increase in traffic in the area. Looking solely at the 29 homes that will be built as part of this Project, the traffic effect does not appear to be substantial. Additional traffic will have an impact on the area, and the City will need to ensure that the additional traffic on to Highway 15 from the Project is compatible with public safety and any restrictions on the highway. This cost benefit analysis acknowledges the traffic impact. However, any residential development in this area will have the same traffic concerns, and the Comprehensive Plan indicates that the future plan for the Project Site is a large scale residential subdivision. The traffic implications will need to be addressed through the subdivision and change of zoning applications.

The Project is not anticipated to have a material adverse effect on any community public services. Public services appear adequate to handle the impacts of the Project.

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

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, the Project should generate immediate tax growth for the City. The subdivision and platting of the Project Site into buildable lots will increase the base value of the Project Site prior to the division of taxes. This increase would not occur without the implementation of the Project. The City should realize revenue from sales taxes paid by the residents of the homes on the Project Site. The homes constructed on the Project Site will also require and pay for City services. It is not anticipated that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

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

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. The Project will create additional housing units in the City. This will help the City meet the goal identified in the Comprehensive Plan to construct 36 new housing units annually. The Project will also create housing options near services and jobs because of its proximity to the Highway 15 Corridor and the Rail Campus Area. Without an adequate housing stock, businesses are unlikely to expand or relocate to the area.

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

The Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers. In addition to the general benefits of the Project enhancements already mentioned, the Project should also generally increase the need for services and products from existing businesses as the new residents will require typical goods and services from local businesses.

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

The Project is anticipated to increase the student populations of the school district within the City. As a residential subdivision, the Project is intended to increase the population of the City and, therefore, likely to increase the population in the schools. The overall anticipated population increase from 29 homes is not anticipated to be a substantial impact on the school district based on the following information:

- According to the Housing Study, an estimated 2.43 persons currently live in a single household in Seward County. *Housing Study*, p. 3.7. The data in Seward County continues to show a trend towards smaller families. Thus, the estimated number of children per house would be between 0 and 2.
- Additional statistics from the School District estimate an average of 1.9 students per house.

Thus, the Project could increase the student population by about 12 (0.43 students per 29 homes) to 55 (1.9 students per 29 homes) students.

- According to the 2018-2019 Annual Report for Seward Public Schools, student enrollment for the school district (Pre-K – 12) was 1,471 for the 2018-

2019 school year.

- Student enrollment remains steady with some growth. The current student enrollment is approximately 1,500 students. The breakdown is as follows:
 - Elementary - 550
 - Middle School – 422
 - High School- 531
- Depending on the specific grade new student would enter into the schools, the additional student population could push certain classes over the limit on class size, requiring additional teachers. There are some classes in the schools that have very little room below the class size limit. It is hard to predict what classes would grow immediately based on the Project.
- The school board has raised concerns about using TIF on residential projects because of loss revenue and increased costs for possible staffing and possible infrastructure needs such as adding classrooms or additional buildings.
 - The school board is concerned with the increasing relative costs to other homeowners based on a \$12,860 cost per pupil education cost.
 - The school board has noted that over the 15 year TIF period, residents of the Project could complete K-12.

The school district will not receive the incremental taxes from the homes built as part of the Project for the 15 year TIF period. Approximately 56% of tax revenues go to the school district (0.972087/1.733791), which means that the tax shift from the school district to the Redeveloper will be approximately \$56,381 annually (\$1,944 per lot). However, since the Project would not occur but for the use of tax increment financing, there is no loss in prospective tax revenues to the school district.

Levy Breakdown	
Description	Levy
County General	0.27722500
Seward General Fund	0.31800000
Seward SD 9 School Genera	0.85083400
Seward MS 2010 Bond	0.10559000
ED Service Unit 6	0.01566300
UBB General	0.02498600
SE Comm College General	0.09370000
Ag Society General	0.01279400
Seward Airport General	0.02354100
Seward Airport Bond	0.01145800

Any state aid to education received by the school district should not be impacted by the use of tax increment financing. The state aid formula involves the assessed valuation of property in the school district and the use of tax increment financing does not count against the state aid that the school district receives.

Long term, the increased value of the Project Site will ultimately benefit the school district. After the TIF indebtedness is paid, or at the end of the 15 year TIF period, whichever is sooner, taxes on the increased valuation of the Project Site from the construction of the Project will be available to the school district.

However, the CRA must weigh the long term benefit to the school along with the immediate benefits of the Project including new housing stock to determine if the benefits justify the potential costs to the school district.

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

The Project will create additional infrastructure that will not only benefit the Project Site, but the adjacent areas of the Redevelopment Area. The Project may be a catalyst to further development in the area around the Project Site.

Additionally, the Project will create a high-quality neighborhood with community amenities, including trails, parks and ponds, in close proximity to the Rail Campus Area. This will help the City meet the goal identified in the Comprehensive Plan to attract and retain young professionals.

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

7. Summary of Findings:

The Project will facilitate the development of a blighted and substandard area of the City without the incurrence of significant public cost. The CRA acknowledges the concerns and potential costs to the school district but has determined that the Project will not occur without TIF and so TIF must be considered. Additionally, the Project will increase property tax revenue in the long-term. The benefits outweigh the costs of the proposed Project.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that public hearings will be held by the Planning Commission of the City of Seward, Seward County, Nebraska on Monday, November 9, 2020 at 7:30 p.m. and the City Council of the City of Seward, Seward County, Nebraska on Tuesday, November 17, 2020 at 7:00 p.m. in the East & West Basement of the Seward Civic Center at 615 Bradford Street, Seward, Nebraska.

Said public hearing will be to review a Re-zone application to the City of Seward Unified Land Development Ordinance; said application is to re-zone the Jarecki Addition from AG Agricultural District to RR Rural Residential District.

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

Legal Description:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE IN A NORTHERLY DIRECTION, ALONG THE EAST LINE OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 34, ON AN ASSUMED BEARING OF N00°02'42"E FOR A DISTANCE OF 1324.91' TO THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE S89°58'58"W, ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 34 FOR A DISTANCE OF 1322.56' THENCE S00°01'05"E FOR A DISTANCE OF 412.00'; THENCE N89°58'58"E FOR A DISTANCE OF 660.65'; THENCE S00°00'46"E FOR A DISTANCE OF 912.71' TO A POINT ON THE SOUTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE N90°00'00"E, ALONG THE SOUTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 34 FOR A DISTANCE OF 660.53' TO THE POINT OF BEGINNING.

All persons interested may appear and be heard.

Tim Dworak
Building/Zoning & Codes Enforcement Director

PUBLISH 1 TIME October 28, 2020
PROVIDE PROOF (1)

ORDINANCE NO. 2020-

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO RR RURAL RESIDENTIAL DISTRICT; SPECIFICALLY, TRACTS OF LAND NORTH OF FLETCHER ROAD AND WEST OF 252ND RD; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

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

A PART OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD, COUNTY, NEBRASKA.

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE IN A NORTHERLY DIRECTION, ALONG THE EAST LINE OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 34, ON AN ASSUMED BEARING OF N00°02'42"E FOR A DISTANCE OF 1324.91' TO THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE S89°58'58"W, ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 34 FOR A DISTANCE OF 1322.56' THENCE S00°01'05"E FOR A DISTANCE OF 412.00'; THENCE N89°58'58"E FOR A DISTANCE OF 660.65'; THENCE S00°00'46"E FOR A DISTANCE OF 912.71' TO A POINT ON THE SOUTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE N90°00'00"E, ALONG THE SOUTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 34 FOR A DISTANCE OF 660.53' TO THE POINT OF BEGINNING. ALSO KNOWN AS LOTS 1-3, JARECKI ADDITION.

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

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

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

Passed and approved this _____ day of _____, 2020.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that public hearings will be held by the Planning Commission of the City of Seward, Seward County, Nebraska on Monday, November 9, 2020 at 7:30 p.m. and the City Council of the City of Seward, Seward County, Nebraska on Tuesday, November 17, 2020 at 7:00 p.m. in the East & West Basement of the Seward Civic Center at 615 Bradford Street, Seward, Nebraska.

Said public hearing will be to review a Re-zone application to the City of Seward Unified Land Development Ordinance; said application is to re-zone the Banzhaf Addition from AG Agricultural District to RR Rural Residential District.

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

Legal Description:

REFERRING TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE IN AN EASTERLY DIRECTION, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, ON AN ASSUMED BEARING OF S89°42'04"E FOR A DISTANCE OF 2098.40' TO THE TRUE POINT OF BEGINNING; THENCE N06°14'40"E FOR A DISTANCE OF 319.28'; THENCE N31°10'50"E FOR A DISTANCE OF 375.84'; THENCE N07°29'51"E FOR A DISTANCE OF 166.53'; THENCE S88°21'08"E FOR A DISTANCE OF 219.06'; THENCE S22°17'47"E FOR A DISTANCE OF 200.26'; THENCE S01°26'12"E FOR A DISTANCE OF 144.13'; THENCE S82°03'07"W FOR A DISTANCE OF 171.75'; THENCE S73°05'29"W FOR A DISTANCE OF 109.15'; THENCE S02°03'48"E FOR A DISTANCE OF 414.65' TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE N89°42'04"W, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, FOR A DISTANCE OF 290.00'; TO THE POINT OF BEGINNING

All persons interested may appear and be heard.

Tim Dworak
Building/Zoning & Codes Enforcement Director

PUBLISH 1 TIME October 28, 2020
PROVIDE PROOF (1)

ORDINANCE NO. 2020-

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO RR RURAL RESIDENTIAL DISTRICT; SPECIFICALLY, TRACTS OF LAND SOUTH OF BLUFF ROAD AND EAST OF 238TH RD; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

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

A PART OF THE SE.1/4 OF THE NW.1/4 AND A PART OF THE SW.1/4 OF THE NE.1/4, SECTION 24, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA.

REFERRING TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE IN AN EASTERLY DIRECTION, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, ON AN ASSUMED BEARING OF S89°42'04"E FOR A DISTANCE OF 2098.40' TO THE TRUE POINT OF BEGINNING; THENCE N06°14'40"E FOR A DISTANCE OF 319.28'; THENCE N31°10'50"E FOR A DISTANCE OF 375.84'; THENCE N07°29'51"E FOR A DISTANCE OF 166.53'; THENCE S88°21'08"E FOR A DISTANCE OF 219.06'; THENCE S22°17'47"E FOR A DISTANCE OF 200.26'; THENCE S01°26'12"E FOR A DISTANCE OF 144.13'; THENCE S82°03'07"W FOR A DISTANCE OF 171.75'; THENCE S73°05'29"W FOR A DISTANCE OF 109.15'; THENCE S02°03'48"E FOR A DISTANCE OF 414.65' TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE N89°42'04"W, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, FOR A DISTANCE OF 290.00'; TO THE POINT OF BEGINNING. ALSO KNOWN AS LOT 1, BANZHAF ADDITION.

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

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

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

Passed and approved this _____ day of _____, 2020.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that public hearings will be held by the Planning Commission of the City of Seward, Seward County, Nebraska on Monday, November 16th, 2020 7:30 p.m. and the City Council of the City of Seward, Seward County, Nebraska on Tuesday, November 17th, 2020 at 7:00 p.m. in the East & West Basement of the Seward Civic Center at 616 Bradford Street Seward, Nebraska.

Said public hearings will be to review a Text Amendment to the City of Seward Unified Land Development Ordinance; Chapter 410 Zoning and Subdivision, Article 31.5, F, Commercial Uses and Attachment 1-Use Matrix about Convenience Storage.

All persons interested may appear and be heard.

Tim Dworak
Building/Zoning Code Enforcement Director

Published: November 4th, 2020
Provide POP

ORDINANCE NO.

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 31 SUPPLEMENTAL USE AND DEVELOPMENT REGULATIONS TO BETTER DEFINE COMMERCIAL USES; AND ARTICLE 4 USE MATRIX TO ALLOW CONVENIENCE STORAGE WITHIN THE CENTRAL BUSINESS 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:

That Chapter 410 of the Municipal Code of the City of Seward is hereby amended as follows:

Section 1. That §410-31.5 (F) be amended as follows:

F. Convenience storage. When permitted outside of the I-2 District, convenience storage facilities shall be subject to the following additional requirements:

- (1) Activities within the facility shall be limited to the rental of storage cubicles and the administration and maintenance of the facility.
- (2) All driveways within the facility shall provide a paved surface with a minimum width of 25 feet.
- (3) All storage must be within enclosed buildings and shall not include the storage of hazardous materials.
- (4) No storage buildings may open into required front yards.
- (5) Facilities, except within the CBD (Central Business District) must maintain landscaped bufferyards of 30 feet adjacent to any public right-of-way and 20 feet adjacent to other property lines, unless greater setbacks are required by Article 33.
- (6) Within the CBD (Central Business District) all storage units must be contained within an enclosed building structure.

Section 2. That the following use types are amended in 410 Attachment 1, City of Seward Use Matrix:

Use Types	Impact Rating	AG	RR	R-1	R-2	R-3	R-4	RM	UC	C-1	C-2	CBD	BP	I-1	I-2	Supplemental Regulations
Commercial Uses																
Convenience Storage	H						S					P	P	P	P	§ 410-31.5

SECTION 3. REPEAL. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. 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

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

ULDO 410-29.1 Floodplain changes:

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”.

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.

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; or the placement of a manufactured home on foundation. 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, footing, 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.

AMENDMENT NO. 2
To
AUTOMATED METERING AGREEMENT
between
NEBRASKA PUBLIC POWER DISTRICT
and
CITY OF SEWARD, NEBRASKA

This Amendment No. 2 to the Automated Metering Agreement (Agreement) is made and entered into effective the day of August 23, 2020, by and between Nebraska Public Power District (NPPD), a public corporation and political subdivision of the State of Nebraska and the City of Seward, (City), a municipal corporation and political subdivision of the State of Nebraska, each sometimes hereinafter referred to singularly as “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, NPPD and City previously entered into an Agreement dated August 23, 2006 entitled Automated Metering Agreement between Nebraska Public Power District and the City of Seward, Nebraska (Agreement); and

WHEREAS, NPPD and City previously entered into Amendment No.1 to this Agreement, effective August 23, 2018; and

WHEREAS, the Parties have agreed to further amend the Agreement as set forth in this Amendment No. 2, for purposes of making arrangements for City’s use of certain automated metering equipment after NPPD is no longer using such equipment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, NPPD and City agree to amend the Agreement as follows:

1. Sections 3.2.2 and 3.2.3 shall be deleted in its entirety and replaced with the following:
 - 3.2.2 Upon NPPD’s cancellation of services from Aclara, actual operation and maintenance costs incurred by NPPD, as provided for in Article II, shall be the full responsibility of the City. NPPD will issue to the City, at the completion of any work, an invoice in the amount of the actual operation and maintenance expenses incurred during the fiscal year by NPPD. The Agreement will be reviewed every five (5) years, focusing on continued use of the AMR equipment and NPPD providing this service to the City.

3.2.3 Upon NPPD's cancellation of services from Aclara, actual costs incurred by NPPD for services to trouble shoot equipment, to repair or replace equipment, or any work needed to return the AMR equipment to an operable condition shall be the full responsibility of the City. NPPD will issue to the City, at the completion of any work, an invoice in the amount of the actual expense incurred by NPPD.

Except as specifically amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Amendment No. 2 to be executed and delivered by its duly authorized officers or representatives as of the dates indicated below.

CITY OF SEWARD, NEBRASKA

By _____
Print _____
Title _____
Date _____

NEBRASKA PUBLIC POWER DISTRICT

By _____
Print _____
Title _____
Date _____



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

November 4, 2020

City of Seward
537 Main St
PO Box 38
Seward, NE 68434-0038

RE: Maintenance Agreement Renewal

Dear City Clerk:

Enclosed please find two copies of the Maintenance Renewal Agreement. Please execute the enclosed Renewal Agreements and return all original forms to our office by December 1, 2020.

All terms and exhibits to remain in effect as per the original agreement.

When we have all signatures required, an original of the fully signed Maintenance Agreement Renewal will be returned to you.

Please return the signed forms to the address below:

Nebraska Department of Transportation
Attn: Bob Rankin
302 Superior St
Lincoln, NE 68521

If you have any questions, please call Bob Rankin at (402) 471-0850, Ext. 1225.

Sincerely,

Bob Rankin
District Operations and Maintenance Manager
NDOT – 302 Superior St, Lincoln
Robert.Rankin@nebraska.gov
402-471-0850 ext. 1225

Kyle Schneeweis, P.E., Director

Department of Transportation

District 1 Headquarters
302 Superior Street
Lincoln, NE 68521-2481

OFFICE 402-471-0850 FAX 402-471-3401
NDOT ContactUs@nebraska.gov

dot.nebraska.gov

AGREEMENT RENEWAL

Maintenance Agreement No. 28
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Seward
Municipal Extensions in Seward

We hereby agree that Maintenance Agreement No. 28 described above be renewed for the period January 1, 2021 to December 31, 2021.

All terms and attachments to remain in effect as per the original agreement with revised rates per Attachment B attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, 2020.

ATTEST: City of Seward

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, 2020.

ATTEST: State of Nebraska

District Engineer, Department of Transportation

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

Attachment "A"

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities	2 nd Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances <i>(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i>	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities > 40,000	1 st Class Cities < 40,000	2 nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



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DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Seward

Date: 10/30/20

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 11.66 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

$$11.66 \text{ lane miles} \times \$2,100.00 \text{ per lane mile} = \$24,486.00.$$

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$665.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

$$3.94 \text{ lane miles} \times \$665.00 \text{ per lane mile} = \$2,620.10$$

Other (Explain)

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEBRASKA REVISED STATUTE 39-1339
AND NEBRASKA REVISED STATUE 39-2105

Description	Hwy No.	Beginning R.P.	End R.P.	Length (MI)	Driving Lanes Total	Lane Miles Total	State	City
W. City Limit to begin Divided Highway	34	299.13	299.27	0.14	2	0.28	0.28	0
Begin Divided Highway to End Divided Highway	34	299.27	300.31	1.04	4	4.16	2.08	2.08
End Divided Highway to East City Limits	34	300.31	301.17	0.86	2	1.72	1.72	0
South Limits (Fletcher Street) to Leave City Limits	15	64.03	65.82	1.79	2	3.58	3.58	0
Re-Enter City Limits to Ash Street	15	66.08	66.26	0.18	2	0.36	0.36	0
Ash Street to North City Limits (Waverly Rd)	15	66.26	68.08	1.82	2	3.64	3.64	0
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
Total Lane Miles				5.83		13.74	11.66	2.08

RESOLUTION NO. 2020-

SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT FORM
2020

WHEREAS: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

WHEREAS: the State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent; and

WHEREAS: The NDOT requires that such certification shall also include a copy of the documentation of the city street superintendents appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

WHEREAS: The NDOT also requires that such Year-End Certification of City Street Superintendent shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor of City of Seward is hereby authorized to sign the attached Year-End Certification of City Street Superintendent.

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

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

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

(SEAL)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.
Failure to complete and return: If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2020 and the municipality does not complete and return the **original** Signing Resolution, **original** Year-End Certification, and a copy of the documentation of the city street superintendent(s) appointment to the NDOT **by December 31, 2020**, **the municipality will not receive an Incentive Payment for Calendar Year 2020.**

**Year-End Certification of City Street Superintendent
For Determining Incentive Payment**

January 1, 2020 to December 31, 2020

*This certifies that Julie Ogden, License Number S-1407 Class A,
(Print name of Superintendent as appears on license card) (A or B)
was the appointed City Street Superintendent of City of Seward
(Print name of City or Village)
from January 1, 2020 to December 31, 2020
Month Date Month Date

and actually performed all of the following duties:

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units;
2. Developing an annual program for design, construction, and maintenance;
3. Developing an annual budget based on programmed projects and activities;
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets.

And further certifies that the superintending services of the above listed individual were provided by: (Check one box)

- Employment with this Municipality Contract (consultant) with this Municipality Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

Signature of Mayor Village Board Chairperson

* If more than one individual or the City Council or Village Board provided street superintending services during the calendar year, list each successive superintendent using a separate certification. The amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) whether or not your municipality appointed a licensed City Street Superintendent for all 12 months; (c) class of license, A or B; and (d) whether or not the Superintendent performed all of the duties listed. Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515. If your city or village did not have an appointed City Street Superintendent, write "City Council" or "Village Board" as the name of "Superintendent." Failure to return the resolution, certification, and documentation of the superintendents appointment will result in your municipality not receiving an Incentive Payment for Calendar Year 2020.

Note: In addition to this annual, Year-End Certification of Superintendent to the Nebraska Department of Transportation, (due December 31st), the municipality is also responsible for filing the "Municipal Annual Certification of Program Compliance" and "Signing Resolution" with the Board of Public Roads Classifications and Standards (due October 31st). Reference Neb. Rev. Stat. §§39-2115, 39-2119, 39-2120, 39-2121 and 39-2520(2).



Return the completed original resolution and certification, and a copy of the documentation of appointment by December 31, 2020 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759



MASTER AGREEMENT FOR PROFESSIONAL SERVICES

February 28, 2020

City of Seward
Attn: Greg Butcher
537 Main Street
Seward, NE 68434

Re: **MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

Dear Greg:

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

The purpose of the Agreement is to provide the Client and Olsson with an operating agreement covering on-going services provided to Client. Upon request for services from the Client, Olsson will send to the Client a proposed **Work Order** for approval by Client. The Work Order will include the project location, anticipated start and completion dates, project description, compensation, and the Scope of Services. Olsson will commence work on individual projects upon receipt of a signed Work Order. An example of a Work Order is attached for your reference.

Olsson has acquainted itself with the information provided by Client relative to the Master Agreement and based upon such information offers to provide the services described in each Work Order. Client warrants that it is either the legal owner of the property to be improved by each Work Order 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 Master 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 Client the Scope of Services for Projects as specified in each project Work Order. Olsson shall invoice Client for all services as outlined in each project Work Order. Olsson's services may vary for each project. Olsson shall not commence work on any Work Order without Client's prior approval in writing.

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.

SCHEDULE FOR SERVICES

Details of the schedule for each project will be outlined in the Work Order.

COMPENSATION

Compensation for each project will be outlined in the Work Order. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of the invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Agreement and the Agreement will represent the entire understanding between Client and Olsson with respect to any project subject to a Work Order. The Agreement may only be modified in writing signed by both parties.

Unless otherwise set forth in writing, Client's designated representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508. This proposal will be open for acceptance for a period of [30] days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Emily J. Bausch
Emily Bausch

By Brian Schuele
Brian Schuele, PE

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

By _____
Signature

Printed Name _____

Title _____

Dated: _____

- Attachments
- Work Order 1
- General Provision



MASTER AGREEMENT WORK ORDER NO. 1

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

GENERAL

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.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Seward, Nebraska

Project Description: General Engineering Consulting Services

SCOPE OF SERVICES

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

General Engineering Consulting Services

Olsson will provide engineering consulting services as requested by City Council or its authorized representatives. These general consulting services include the following:

- City Council/Planning Commission meeting attendance
- Site visits to collect data for miscellaneous engineering issues
- Professional opinions and recommendations for miscellaneous engineering issues
- Agency correspondence on behalf of the Client
- Application for funding assistance

Exclusions

- Surveying – legal, topographic and construction staking
- Geotechnical
- Environmental Reviews and Permitting
- Modeling Services
- Project Design beyond miscellaneous engineering issues
- Bidding Services
- Construction Administration and Observation
- Materials Testing
- Street Superintendent Services

All the exclusions listed can be completed upon request and would be defined in a separate work order.

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.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: March 2, 2020
Anticipated Completion Date: December 31, 2020

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the Project times a factor of 3.085 and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$10,000.00.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be the City Administrator.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Emily J. Bausch
Emily Bausch

By Brian Schuele
Brian Schuele, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF SEWARD

By _____
Signature

Print Name _____

Title _____

Dated: _____

G:\Lincoln\Teams\WTWW\LETPROP\SEWARD Consulting Services\Seward Master Agreement Work Order No. 1-General Engineering Consulting Services.docx

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated February 28, 2020 between City of Seward ("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.

SEWARD CEMETERIES Rules and Regulations

All lot owners are required to maintain their property in a neat and dignified manner for the proper operation and use of the Cemetery.

1. **Cemetery speed limit is 10 mph.** ~~No vehicle shall drive over 10 mph in the cemetery.~~
2. **PROHIBITED ITEMS:**
 - A. **Alcoholic beverages**
 - B. **Barriers such as chains, hedges or railings of any kind**
 - C. **Planting of shrubs, flowers, bulbs, trees or similar plants**
 - D. **Permanent planters**
 - E. **Glass or breakable containers or items**

~~No alcoholic beverages are allowed on the cemetery grounds.~~

3. April 1 - October 31: no items allowed on or in the grass area.
4. November 1 - March 31: appropriate items are allowed on the grass.
5. ~~No barriers such as chains, hedges or railings of any kind are allowed.~~
6. ~~No planting of shrubs, flowers, bulbs, trees, etc. are allowed.~~
7. ~~No planters of a permanent nature are allowed.~~
8. ~~No glass or breakable containers are allowed.~~
5. Scattering of ashes will be permitted in a designated area of Fourth Addition, Seward Cemetery, under the supervision of City of Seward Cemetery Personnel. (See Fee Resolution)
6. A fee will be assessed for entering a name on the City of Seward Cemetery records in the following situations: A. regardless of an existing monument; B. no earth burial; C. no burial of ashes. (See Fee Resolution)
7. DIGNIFIED tributes may be placed on the monument or concrete pad as long as they do not distract from the sanctity and dignity of the cemetery grounds ~~and do not~~ **nor** interfere with ~~mowing~~ grounds maintenance. The City reserves the right to remove **undignified**, unsightly, offensive, or inappropriate ~~objects~~ **items**.
8. The City will not be responsible for any damage ~~done~~ to monuments, ~~or~~ markers, **or foundations** ~~or any kind of memorials~~ **caused** by an act of God, such as **weather**, falling limbs, trees, or ~~damage caused by vandals~~.
9. All cemetery foundations will be pin-to-pin with a 6" wash front and back, 8" minimum depth, flush with the ground at the highest point. Stones will be in line with all other stones (exception is the Veteran's Section).
10. **Temporary markers, if provided by the mortuary per family request, will be affixed to a concrete paver approximately 8"H X 16"W X 3"D by City Cemetery personnel. These temporary markers will be kept in place for a period of one year. If after one year, a permanent foundation or monument is not placed by an authorized monument setting company per family request, the temporary marker will be removed.**
11. The City reserves the right to alter these rules in the best interest of the cemetery property.

SPECIAL MEMORIAL DAY REGULATIONS

All dignified tributes will be allowed on the grass or monument areas seven (7) days prior to Memorial Day and must be removed fourteen (14) days after Memorial Day.

CEMETERY LOT PURCHASING POLICY REGARDING DAMAGE TO MONUMENTS

The City of Seward takes pride in the perpetual care ~~provided for~~ of all of the ~~City of Seward~~ cemeteries ~~under their control~~. All employees who work in the cemeteries are directed to be **shall operate in a** respectful and dignified **manner** at all times while performing their duties. ~~and~~ **Employees are required** to take reasonable precautions to protect and preserve the **foundations, monuments, and markers placed on** ~~within the cemeteries. cemetery grounds.~~

Unfortunately, on rare occasions, damage occurs to **foundations, monuments or markers** by thieves, vandals, ~~the elements~~ **weather**, acts of God, or by accident. In order to continue to provide the best possible care for its **these** cemeteries and ~~also provide for~~ **in** the best interests of the taxpayers of this community, the City of Seward disclaims all responsibility for loss or damage **or damage to foundations, monuments, markers** or other **personal** property placed upon the lots ~~you have~~ purchased.

The City of Seward encourages lot owners, their heirs or legal representatives to secure whatever insurance is available to protect against damage to **foundations, monuments, markers or items on individual lots** ~~property placed upon your lot(s).~~

October, 2005; March 2019, June 2019
Updated: City Council 7-2-19; **Nov 2020**

DRAFT

Page 35 of Employee Handbook

3.10 Compensatory Time (Updated 11-15-16)

The City's policy on compensatory time is that it may be accrued in an effort to minimize overtime costs. All compensatory time accrued and used must be approved in advance by the Department Head, or appropriate authority.

Overtime hours, if converted to compensatory time, shall be accrued at a rate equal to the adjustment for pay if the overtime hours were paid out (see Overtime Pay calculation). Overtime hours cannot be accrued as compensatory time in less than thirty (30) minute increments. Compensatory time shall be capped at 60 hours.

On-call hours, where an hourly employee is on standby, cannot be accrued as compensatory time. Should an hourly employee be called in, call back time would be eligible for conversion to compensatory time.

The Golf Shop Manager position is exempt from this regulation, due to the seasonal activities of the golf course. This position shall not accrue more than 480 hours compensatory time in any calendar year, which shall be used prior to April 1 of the following calendar year, unless the City Administrator authorizes an extension of this date.

The accrual of compensatory time by Police Officers, while attaining initial certification, may be exempt from this regulation with approval of the Chief of Police and City Administrator but cannot exceed 120 accrued hours. Accrued hours attained during this initial certification period shall be used down to 60 hours within 90 calendar days following training completion or will be paid out at the regular rate earned by the employee at the time the employee receives the payment.

Overtime earned when working for another department shall be paid out and charged to the department in which the work was performed. This time cannot be accrued as compensatory time.

The City shall have the option of buying back accrued compensatory time from employees on an annual basis at the City's discretion at the end of the fiscal year. An employee can request accrued compensatory time be paid out at any time during the year. If accrued compensatory time is bought back from the employee or paid out, the compensation shall be paid at the regular rate earned by the employee at the time the employee receives the payment. Upon termination of employment, an employee shall be paid for the unused compensatory time at the regular rate earned by the employee at the time the employee receives the payment.

An employee shall be permitted to use compensatory time within a reasonable period if the use does not unduly disrupt the operations of the Employer.

Salaried employees shall be allowed time off for attendance at official evening meetings or events, weekend meetings or events, and for extra time spent in order to complete special projects, with approval of the City Administrator or appropriate authority, and as long as such time off does not interfere with completion of their duties.

SOFTWARE AND PROFESSIONAL SERVICES AGREEMENT

GWORKS
3905 S 148TH ST., SUITE 200
OMAHA, NE 68144-5530

Division and Company: City of Seward NE
Attention of/Department: Mr. Nick Wolf
Street Address: 537 Main St
City, State, Zip Code: Seward, NE 68434
Contract Preparation Date: 10/21/2020

GIS Workshop, LLC doing business as gWorks (hereafter "gWorks"), agrees to sell and Customer agrees to purchase the license to use the software computer programs or packages listed in accordance with the following terms and conditions. The program(s) or package(s) licensed by Customer will be referred to hereinafter as "program", and includes the annual updates if indicated below as applicable.

SIMPLE CITY SOFTWARE and PROFESSIONAL SERVICES

Table with 3 columns: Description, QUANTITY, UNIT PRICE, EXTENDED PRICE. Row: Remote Implementation of Payroll Time & Attendance, 1, \$3,400.00, \$3,400.00

All Services are billable unless otherwise stated.

Pricing for Payroll Time & Attendance is based on the current capabilities of our design. If you have unique pay policies that require additional development, there may be additional charges. Payroll Time & Attendance is a web-based solution. Implementation time varies with the unique pay policies observed during installation.

SIMPLECITY SOFTWARE AND IMPLEMENTATION:

\$3,400.00

Payable As Follows:

Table with 2 columns: Description, Price. Row 1: On execution of the Agreement, fifty percent of the total purchase price, \$1,700.00. Row 2: At Shipment, balance of total purchase price (Plus Applicable Sales Tax & Freight), \$1,700.00

Table with 2 columns: Description, Price. Row 1: SimpleCity Software Annual License Fee (ALF), \$1,080.00. Row 2: SimpleCity Software Product Support Agreement (PSA), \$1,320.00

The Annual fees are billed after the software solution is implemented. The fees are prorated from that implementation date through the end of the calendar year. Fees for subsequent calendar years are billed out annually.

- 1. PAYMENT. Customer shall pay gWorks remainder of the one-time Program License Fee on delivery of the program. Customer shall pay gWorks an Annual License Fee, if applicable, for each calendar year, or portion thereof, for the specified duration of the license.
2. GRANT OF LICENSE. gWorks grants to Customer a personal, nonassignable, nontransferable and nonexclusive license to use program solely in the conduct of Customer's business, only at the locations designated by Customer on the final page of this Agreement.
3. TAXES. In the event that the license herein is or becomes the subject of any tax, assessment tariff, duty or other tax or assessment, payment of any such tax or assessment shall be the responsibility of Customer and, if gWorks is assessed, Customer shall promptly reimburse gWorks for any payment made.
4. MODIFICATION. Customer shall inform gWorks in writing of any modifications made by Customer to Customer's computer hardware.
5. DELIVERY. If a delivery date is specified, the program shall be delivered on the date specified, provided, however, if delivery is delayed through no fault of gWorks, the date of delivery shall be extended for a period of time equal to the period of delay.
6. DUPLICATION. Customer will not permit the program or related materials to be duplicated or used at any other than the original location or substitute location as provided herein, whether gratuitously or for a valuable consideration, by or for the benefit of any organization, corporation, partnership, business association or individual.
7. PROPRIETARY RIGHTS. Customer recognizes that program system, documentation, manuals and other materials supplied by gWorks to Customer are subject to the proprietary rights of gWorks.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND LIMITATIONS

8. LIMITED WARRANTY--LIMITATION AND DISCLAIMER.

- a. gWorks provides no warranty with respect to software resold by this agreement, which was developed by another manufacturer. Any warranty of the other manufacturer is assigned to Customer.
- b. With respect to software developed by gWorks, gWorks represents and warrants that the software is free from defects and will conform to specifications. gWorks will replace or correct, at gWorks' election and sole expense, any defective portion of the software for a period of 90 days. Customer acknowledges that Customer has reviewed the software, and selected the design and quality of the program and agrees that the software is suitable for Customer's purposes and, in particular, Customer has determined that the software specifications are appropriate for operation in the Customer's environment.
- c. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- d. IN NO EVENT WILL GWORKS BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, EVEN IF GWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL GWORKS' LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID TO GWORKS IN THE THREE (3) MONTHS PRECEDING A CLAIM OR, IF NO PAYMENTS HAVE BEEN MADE, THE ANNUAL LICENSE FEE FOR THE YEAR IN WHICH THE CLAIM WAS MADE.
- e. CUSTOMER'S REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE.

9. NON-WAIVER. No delay or failure of gWorks in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder. gWorks may accept any payments from any person tendering the same without thereby accepting such person as Customer hereunder or waiving any breach of covenant or provision against assignment or transfer by Customer.

10. ASSIGNMENT. gWorks may assign its rights under this Agreement. Customer, upon receiving notice from gWorks of any such assignment, shall abide thereby and make payments as directed. Customer's rights to use program documentation, manuals and other materials supplied by gWorks hereunder shall not be assigned, licensed, or transferred to a successor, affiliate, or any other person, firm, corporation or organization, voluntarily by operation of law, or in any other manner without the prior written consent of gWorks nor shall Customer permit any other person or organization to use program.

11. SEVERABILITY. If any provision, or portion thereof, of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and the remaining terms shall have full force and effect.

12. BINDING EFFECT. Customer agrees that this Agreement binds the same to Customer and each of its employees, agents, representatives, and associates.

13. APPLICABLE LAW. This Agreement shall be construed and enforced according to the laws of the State of Nebraska.

14. NOTICE. All notices or communications given or sent to either party, except emergency requests for services, must be in writing and delivered in person or sent by certified mail, return receipt requested, to Customer and gWorks at their designated addresses or such other addresses as either party shall designate in writing.

15. CUSTOMER'S REMEDIES. Customer's remedies in this Agreement are exclusive.

16. ENTIRE AGREEMENT AND AMENDMENTS. This Agreement supersedes all proposals, or written, and oral negotiations, conversations, or discussions, heretofore had between the parties related to this Agreement. Customer acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any order or other instruments submitted by Customer. No agent, employee or representative of gWorks has any authority to bind gWorks to any affirmation, representations or warranty, and unless such is specifically included within this written Agreement, it shall not be enforceable by Customer. This Agreement may not be waived, altered or modified except by written agreement of the parties.

17. EFFECTIVE DATE. This Agreement shall be effective upon the date set forth below when executed by both parties.

18. TERMINATION. gWorks may terminate the rights of Customer under this Agreement in the event of a default by Customer. gWorks' software has been designed to cease functioning in the event that the annual license fee is unpaid. Customer acknowledges the existence of this feature in the software and specifically waives any claim for consequential damages, which may result. In the event of default, all unpaid Annual Program Update License fees and any other charges payable for the entire duration of this Agreement shall, upon written notice by gWorks become due and payable. This remedy shall be in addition to any other remedy lawfully available to gWorks. In the event of termination by gWorks or by Customer (as herein provided) Customer shall return the program and all related materials within ten (10) days, (as provided in paragraph seven), certifying to gWorks that all copies or partial copies have been destroyed. Customer shall remain liable for all unpaid charges required to be paid under this Agreement including: unpaid Annual Program Update License fees, notwithstanding such termination. Default in respect to payment shall mean the Customer's failure to pay any amount, which is past due, within ten (10) days after written notice to Customer that the payment is delinquent. Default is further defined to include the following: an assignment, sale, mortgage, sublease or sublicense of the program by Customer; levy of execution or attachment upon the program or any attempt to levy the same; breach of any proprietary right of gWorks (as defined by paragraph seven); of Customer's breach of any of the other terms or conditions hereof. In the event of breach of default of this Agreement, Customer shall hold gWorks harmless from all reasonable attorney's fees, costs and interest (at the highest rate permitted by law) arising by reason of such breach or default, from the date of the default or breach, in addition to other damages. Customer shall have the right to terminate this Agreement upon thirty-(30) days written notice. In such event, Customer shall be required to return the program and related materials as provided herein and shall be responsible to pay all charges required to be paid under this Agreement for the duration of the license. Customer shall not have the right to terminate after Customer is in breach of this contract. gWorks shall not be required, under any circumstances, to refund any portion of the One Time Program License Fee or the Annual Program Update License Fee, already paid.

19. INDEMNIFICATION. Customer agrees to indemnify, defend and hold gWorks, its affiliates, directors, officers, employees, independent contractors and agents harmless from and against any and all liability, claims, loss, damage or expense, including but not limited to reasonable attorney's fees ("Loss"), with respect to any claim by any third party arising from (i) Customer's use of the program or (ii) Customer's breach of this Agreement.

20. CUSTOMER DATA. gWorks does not own any of the data, information, or material that Customer submits or enters into, submits, or utilizes with the program ("Customer Data"). Customer, not gWorks, shall have sole responsibility for the accuracy, compliance, quality, integrity, legality and reliability of all Customer Data. IT IS THE CUSTOMER'S RIGHT AND OBLIGATION TO HAVE ITS OWN INDEPENDENT INTERNAL PROCEDURES AND MECHANISMS TO ENSURE COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, ORDINANCES, TO SAFEGUARD AGAINST FRAUD, INACCURACIES AND NEGLIGENCE, AND TO ENSURE QUALITY AND RELIABILITY OF CUSTOMER DATA.

THE PURCHASER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

THIS AGREEMENT entered into this _____ day of _____ 20_____.

PURCHASER:

(Sign Here) _____
Customer Signature

Print Name: _____
Title: _____

ACCEPTED:

GWORKS

3905 S 148TH ST., SUITE 200

OMAHA, NE 68144

By: _____
Title: _____

Date Accepted: _____

CITY ADMINISTRATORS REPORT – 11/17/20

- Unified Command Team Meetings with Four Corners Health (weekly).
- Community Covid Call conducted by Four Corners Health for Seward County.
- Monitoring a number of street projects (East Seward Street, Waverly Road, Karol Kay).
- Numerous Covid-19 response to inquiries and issues.
- Conducted background checks for Police Chief candidate interviews, organized final interview panel.
- Finalizing targets for upcoming 6 month period.
- Conducted two (2) P&Z Meetings in place of staff out on leave.
- Attended CRA Meeting on Arrowhead Estates TIF Application.
- Worked extensively with Andrew Willis, developer, and outside interested parties on Arrowhead Estates TIF Application.
- Drafted updated Amendment to Subdivision Agreement for Twin Oaks 7th pursuant to guidance from City Council.
- Worked on Wastewater Plant Outfall Easements with City Attorney.
- Worked with final DTR Projects.
- Attended meeting for Maternal Child Health Grant – Four Corners Health Department to review items requested as outdoor checkout items, continued grant planning.
- Worked on TWACS Item with NPPD.
- Worked on final AMI Contracts with Olsson for Badger and Aclara.
- Reviewed City Social Media numbers and municipal comparisons with City Hall Admin Aide.

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

Police Department

- Staff will attend Zuercher dispatch training via Zoom.
- Police Department signage has been powder-coated and awaiting final paint application and vinyl lettering to be applied.
- Working with Mindy on signage to curb vehicles stopping on the street while waiting for drive-thru service.

Clerk's Office

- Chief of Police Vacancy Process Continued.
- Tree City USA Application
- CRA Meeting regarding Arrowhead Estates TIF

Water/Wastewater Department

- Contractor needs to finish up items from walk through on HWY 15 Water Main Project.
- Meeting with HDR for Wastewater Treatment Facilities Plan update.
- Jet truck combo demo.
- Review well data from SW3 and Dakota test wells.

Parks and Rec/Cemetery/Golf/Pool

- Due to low staffing no report for this week.

Electric Department

- Repair lighting at police station.
- Set poles on Lindell.
- Work on inventory.
- Change out arms at 5th & Hillcrest.

Street Department

- Make tree stump list for calling One Calls.
- Mix sand and salt.

- Finish cement projects.
- Tree Removal.
- Tree Trimming.

Library

- Due to low staffing, no report this week.

Building Inspection/Planning Department

- Prepared items for P&Z meetings on November 9th and 16th.
- Dan Hansen was covering inspections.
- Staff was working from home.

Engineering

- Develop RFQ for WWTP Upgrade.
- Submittals and future pre-construction meeting on WWTP Outfall.
- Discuss an expanded street tree list for Tree Board Meeting.
- Work on opening, barricades, lights, ROW/easement issues with Windstream and Northern Natural Gas for Waverly Road.

Finance Department

- October Financials for the City.
- Update payroll for MLTD rate changes.
- Bond pay transfers.
- Prepare items for audit.
- Complete remaining year-end procedures.