



**CITY OF SEWARD
City Council
Regular Meeting**

Agenda

Tuesday, March 16, 2021 7:00 PM

Municipal Building Council Chambers

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, March 16, 2021, 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.

MEETING BEING HELD VIA VIDEO/TELE-CONFERENCE UNDER STATE OF NEBRASKA, GOVERNOR PETE RICKETTS, EXECUTIVE ORDER NO. 21-02 (CORONA VIRUS-PUBLIC MEETINGS REQUIREMENT LIMITED WAIVER)

**TO PARTICIPATE - Join Via Computer, Tablet, or Smart Phone:
Enter this URL into your Browser: <https://zoom.us/join>**

**Enter Meeting ID: 865 4107 9896
Passcode: 943595**

**TO PARTICIPATE - Join Via Telephone - call one of the numbers below:
1-669-900-6833
1-346-248-7799**

**Enter Meeting ID: 865 4107 9896
Passcode: 943595**

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 March 2, 2021 - City Clerk Otte

CONSENT AGENDA

1. Claims & Payables Reports
2. City Treasurer Report
3. City Codes Director Report
4. Police Department Report
5. Add John Hayek to the Seward Volunteer Firefighter Roster
6. Infrastructure Cost Items Reimbursable Back to the City

CONFIRMATION OF MAYOR APPOINTMENTS

1. Reappoint Members to Various Boards and Committees:
 - A. Pat Coldiron to the CDBG Reuse Loan Application Committee for a 3-Yr Term
 - B. Brad Perdue to the Housing Authority for a 5-Yr Term
 - C. John Owens and Pat Coldiron to the LB840 Sales Tax Application Review Board for Economic Development for a 3-Yr Term
 - D. Dick Miers to the Housing Appeals Board for a 3-Yr Term
 - E. Justin Hartman to the Citizen Advisory Review Board for a 3-Yr Term
 - F. Justin Hartman and Kelley Limbach to the Parks and Recreation Board for a 3-Yr Term
 - G. Mike Langner to the Electrician's Board for a 2-Yr Term
 - H. Mike Langner to the Housing Appeals Board for a 3-Yr Term
 - I. Tim Janousek to the Zoning Board of Adjustment for a 3-Yr Term
2. Appoint Julie Moody as Deputy City Clerk - City Administrator Butcher

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Ordinance Re-Zoning Property Identified as CLBKDB Subdivision from AG Agricultural District to RR Rural Residential District (Parcel ID 800038266)- Building/Zoning & Code Enf Director Dworak
2. Public Hearing - 7:00 PM - Ordinance Amending the Unified Land Development Ordinance: Article 40 Circulation System Design 410-40 - City Engineer Oneby

ADMINISTRATIVE ITEMS

1. Tax Increment Financing Application of IHC Properties, LLC, 1814 Pine St., Seward - TIF Attorney Willis
 - A. Update and Review of TIF Application
 - B. Presentation and Review of Redevelopment Plan Amendment and Cost Benefit Analysis
 - C. Presentation and Review of Redevelopment Agreement
 - D. Resolution Approving the Redevelopment Plan Amendment and Adopting a Cost Benefit Analysis for the Redevelopment Project

- E. Resolution Approving the Redevelopment Plan Agreement for a Redevelopment Project Including the Issuance of TIF Indebtedness for the Redevelopment Project and Other Such Actions Under the Community Development Law
2. Resolution Approving Supplemental Engineering Agreement No. 1 for NDOT Project URB-6763(1), CN 13161, Karol Kay Blvd, Bader-Hillcrest - City Administrator Butcher
3. Ordinance Amending the Seward Municipal Code, Chapter 382 Vehicles and Traffic, Article 11, Regulating the Operation of Golf Carts on City Streets - City Administrator Butcher
4. Claim From Robert Daniels, 141 E Moffitt St., Seward, for Personal Property Damage in the amount of \$345.00 - City Administrator Butcher

REPORTS

1. City Administrator's Report - City Administrator Butcher

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR

ADMINSTRATIVE ACTION

ANNOUNCEMENT OF UPCOMING EVENTS

MOTION TO ADJOURN

I, Julie Moody, the duly appointed qualified and acting Deputy City Clerk of the City of Seward, Nebraska, hereby certify:

That the foregoing Notice of Meeting and Agenda for such meeting has been posted in the following places: Seward City Hall, Seward 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.

Julie Moody
Deputy City Clerk

Date

March 2, 2021

The Seward City Council met at 7:00 p.m. on Tuesday, March 2, 2021, via conference call, allowed under State of Nebraska, Governor Pete Ricketts, Executive Order No. 21-02 (Coronavirus-Continued Limited Waiver of Public Meetings Requirements), dated January 11, 2021, hosted in the east/west basement of the Seward Civic Center, 616 Bradford St., Seward, NE 68434, with Mayor Joshua Eickmeier presiding and Assistant Administrator/Clerk-Treasurer/Budget & HR 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.

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 FEBRUARY 16, 2021 COUNCIL MEETING

Councilmember Wilken moved, seconded by Councilmember Kolterman, that the minutes of the February 16, 2021 City Council meeting be approved.

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

1-3. CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Reports
2. Seward County Chamber & Development Partnership Report
3. Infrastructure Cost Items Reimbursable Back to the City

CLAIMS LIST

March 2, 2021

3-2-21
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.

Ade	Re	49.85
AKRS Equipment	Re	97.98
All Road Barricades Inc	Su	436.73
Allied 100 LLC	Su	78.99
Anchor Industries Inc	Eq	8,853.05
Bizco Technologies	Se, Su	1,273.92
Blackstrap Inc	Gu	2,439.80
Blue Cross Blue Shield Ne	Ins	49,648.10
Bluestem Network LLC	Se	100.00
Border States Industries	Re, Inv	39,595.23
C N A Surety	Ins	100.00
Capital Business-Dallas	Ma, Eq	410.88
Chase Card Service		6,268.55
USPS	Su	63.35
Walmart	Su, Ma, Misc	536.26
Ne Water Env Assoc	Su	450.00
AMZN Mktp	Ma, Su, Re, Re	876.97
The Power Gripz Avon	Su	405.62
eBay	Su, Eq	156.56
AED Superstore	Tools	535.00
Powerbuilt	Tools	21.90
Adobe Acrobat	Ex	577.87
Constantcontact.com	Su	20.00
CarQuest	Re	301.70
Rerucha Ag & Auto Supply	Re	203.69
Talech	Su	67.00
MSFT	Su	124.76
Zoom.Us	Ex	213.89
Uncommon USA	Gu	37.10
Univ of Nebr Event Regist	Trng	25.00
IACP	Dues	190.00
WPSG Inc	Su	241.02
Asphalt Institute	Su	234.35
ASCE Purchasing	Dues	260.00
Runza	Meals	160.94
Valentinos	Meals	86.17
Dragon Palace	Meals	128.60
Nebraskaland	Re	350.80
City Seward Buildings/Gr	Op	3,000.00
City Seward Electric Fund	Ut	42,694.61
City Seward Payroll Account	Payroll	300,439.17
City Seward Perpetual Fd	Cem Sales	1,050.00
Commonwealth Electric Co	Ma	1,001.00
Constellation Newenergy	Ut	1,617.37
Core Robert	Su	9.55
Danko Emergency Equipment	Eq, Su, Tools, Un	12,024.73
Emergency Medical Product	Su	1,086.89
F B I Nat'l Academy Assoc	Dues	125.00
Farmers Coop Seward	Su, Re	611.51
Fastenal Company	Su	1,102.79

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Fyr-Tek	Re	369.00
G P M - Justin Meader	Ma	614.55
Galls LLC	Eq, Un	2,091.66
Gerhold Concrete Co Inc	Su	2,070.00
Graybar	Inv	979.05
Great Plains Communication	Se	490.00
Hireright LLC	Se	113.55
Hobson Automotive & Tire	Su, Re	304.48
Hoffschneider Law Pc LLO	Se	4,511.02
Husker Electric Supply Co	Bu	343.48
Hydraulic Equipment Service	Re	98.04
Konica Minolta Business S	Ma	26.49
Last Mile Network Consult	Se	75.30
Lee's Refrigeration	Bu, Eq, Re	1,606.52
Lincoln Tree Service Inc	Se	5,050.00
Mailand's Clothing	Un	52.00
Matheson Tri-Gas Inc	Su	159.21
Mebulbs	Su	98.57
Memorial Health-Drug	Se	170.00
Merle's Garden Center	Gu	366.05
Meyer Automotive	Re	6,238.71
Mid-American Benefits Inc	Ins	879.57
Midwest Service & Sales	Re, Su	3,538.50
Midwest Turf & Irrigation	Re	900.11
Motorola Solutions Inc	Se, Su	71.43
Nebraska D A S Acct OCIO	Se	231.00
Nebraska Equipment Inc	Bu, Ma	467.56
Nebraska Health & Human	Ex	40.00
Nebraska Health Environment	Se	494.00
Norris Public Power Distr	Ut	935.36
Northern Safety Co Inc	Ma	32.39
O'Kief John F	Un	69.99
Olsson	Se	6,771.49
O'Reilly Automotive Inc	Su	140.08
Orscheln Farm & Home	Su, Tools, Re	580.44
Overhead Door Co-Lincoln	Bu	356.25
Plunkett's Pest Control	Bu	59.61
Principal Financial Group	Ins	2,176.82
Radar Road Tec	Trng	175.00
Sandry Fire Supply LLC	Un	507.15
Seward County Chamber & D	Misc, Annl Emp Svc & Rec	2,747.18
Seward County Independent	Se	71.78
Seward Electronics	Re	209.69
SFD Opco LLC	Grant	500,000.00
Short Elliott Hendrickson	Se	1,165.92
Time Warner Cable	Se	755.91
Ty's Outdoor Power & Serv	Re	21.18
U S Cellular	Se	260.25
Verizon Wireless	Se	89.00
Wake James Stephen	RE Taxes	3,451.75
Wesco Distribution Inc	Inv	255.73
York Equipment	Re	453.27
	CLAIMS TOTAL	\$1,027,851.79

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

Nay: None

Absent: None. Motion carried.

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ADMINISTRATIVE ITEMS

1. ORDINANCE AUTHORIZING ISSUANCE OF SANITARY SEWER SYSTEM REVENUE BONDS

Paul Grieger, D.A. Davidson & Co. addressed the City Council stating the ordinance before them is for the refunding of sanitary sewer system revenue bonds in an amount not to exceed 3.2 million dollars. He stated the interest rate has come up slightly from when they first analyzed all of the City's current bonds and suggested the refunding but is still at 1.4% on today's market which would still realize approximately \$140,000 in savings over the remaining life of the bonds. He stated if the markets continue to go up and the realized net savings is not beneficial to the City, there is no obligation to refund the bonds. The industry's general rule is to refund if there is a realized savings of at least 3%. This particular refunding is around 4%.

Mike Rogers, Gilmore & Bell, PC, serving as bond counsel for the City, also provided comment on the issue and present value savings determination.

Ordinance No. 2021-6 authorizing the issuance of Sewer Revenue Refunding Bonds, Series 2021, in an amount not to exceed \$3,200,000 was adopted.

2. RESOLUTION DESIGNATING CITY ITEMS AS SURPLUS

Councilmember Schmit introduced the following resolution:

RESOLUTION NO. 2021-4

WHEREAS, the City of Seward, Nebraska has the authority to sell personal property owned by the City; and

WHEREAS, as outlined under Section 44-1.26 of the City Code, in order for the City to sell property having a value of \$5,000 or more, the City Council shall declare said property as surplus property and approve its disposal; and

WHEREAS, as outlined under Section 44-1.26 of the City Code, in order for the City to sell property having a value of \$5,000 or less, a listing of said property shall be posted; and

WHEREAS, the Governing Body determines that the City Administrator should act and that items should be sold and disposed of by the City of Seward; and

WHEREAS, the City of Seward, Nebraska has the following described property:

City of Seward - Surplus Property Items:

- (2) 2015 Nissan Leaf Vehicles
- HP Laserjet P400 Printer
- Sharp EL1197PIII Calculator
- Canon MP25 DV Calculator
- (2) Siemen's Desk Phones
- (3) Computer Keyboards
- HP 2140 Fax Machine
- (4) HP Computer Towers

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Dell E521 Tower
Office Swivel Chair
Bissel Vacuum
(2) HP Monitors
(2) Wooden Rocking Chairs
Blue Floral Sofa
Blue Recliner
42" Round - 29" Tall Oak Table

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

That the above described property be sold or destroyed by the City of Seward in accordance with the procedures set forth in Section 44-1.26 of the Seward City Code.

Councilmember Beck moved, seconded by Councilmember Singleton that Resolution No. 2021-4 be adopted.

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

The Mayor declared the resolution adopted.

Dated this 2nd day of March, 2021

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

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

(SEAL)

3. UPDATED JOB DESCRIPTION FOR CITY CLERK/HUMAN RESOURCES DIRECTOR

City Administrator Butcher stated Bonnie Otte has submitted her notice of retirement and as is the case with each position vacancy, the job description has been updated to reflect the expected responsibilities and duties of the position.

Councilmember Kamprath moved, seconded by Councilmember Wilken, that the updated job description for City Clerk/Human Resources Director be approved.

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

4. ORDINANCE AMENDING THE COMPREHENSIVE PAY PLAN CHANGING THE TITLE OF CITY CLERK/HUMAN RESOURCES DIRECTOR

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Ordinance No. 2021-7 amending the comprehensive pay plan changing the title of City Clerk/Human Resources Director was adopted.

5. ORDINANCE AMENDING THE SEWARD MUNICIPAL CODE, CHAPTER 51, ARTICLE 2, REDUCTION IN SPREAD OF NOVEL CORONAVIRUS (COVID-19); REPEALING SECTIONS 52.1.1 THRU 52.1.11 RELATED TO FACE COVERINGS (SECOND READING)

Mayor Eickmeier read Ordinance No. 2021-5 by title on second reading.

"AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 51 ARTICLE 2 REDUCTION IN THE SPREAD OF THE NOVEL CORONAVIRUS (COVID-19); TO REPEAL SECTIONS 52.1.1 THRU 52.1.11 RELATING TO FACE COVERINGS; 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" TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND, TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT".

The following persons spoke in favor of an ordinance allowing the Ordinance requiring the wearing of facial coverings in public to expire (March 3, 2021):

Kristi Ideus, 1990 Rainbow Ave., Seward
Teri Hobson, 1356 Fairlane Ave., Seward
Raegan Hain, 3456 Branched Oak Rd., Staplehurst
Kay Hansen, 2010 Rainbow Ave., Seward
Michelle Mueller, 413 Ash St., Seward
Bryce Stanley, 640 S 2nd St., Seward

The following persons spoke in favor of extending the ordinance requiring the wearing of facial coverings in public beyond March 3, 2021:

Stephanie Rouse, 1432 N 8th Street, Seward
Peyton Davis-Schmit, 1320 Augusta Dr., Seward

Ordinance No. 2021-5 Amending the Seward Municipal Code, Chapter 51, Article 2, Reduction in the Spread of the Novel Coronavirus (COVID-19); Repealing Sections 52.1.1 Thru 52.1.11 related to face coverings was adopted.

Councilmember Wilken moved, seconded by Councilmember Kolterman, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and approving: **Ordinance No. 2021-5**, "AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 51 ARTICLE 2 REDUCTION IN THE SPREAD OF THE NOVEL CORONAVIRUS (COVID-19); TO REPEAL SECTIONS 52.1.1 THRU 52.1.11 RELATING TO FACE COVERINGS; 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" TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND, TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT"; **Ordinance No. 2021-6**, "AN ORDINANCE AUTHORIZING THE ISSUANCE OF SEWER REVENUE REFUNDING BONDS, SERIES 2021, OF THE CITY OF SEWARD, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION TWO HUNDRED THOUSAND DOLLARS (\$3,200,000), FOR THE PURPOSE OF (A) REFUNDING ALL OR A PORTION OF \$50,000 OF OUTSTANDING SANITARY SEWER SYSTEM REVENUE BONDS, SERIES 2013 AND \$2,925,000 OF OUTSTANDING SANITARY SEWER SYSTEM REVENUE AND REFUNDING BONDS, SERIES 2016 AND (B) PAYING COSTS OF ISSUANCE OF SAID BONDS; PRESCRIBING THE FORM OF SAID BONDS; ENTERING INTO A CONTRACT WITH THE REGISTERED OWNERS OF SAID BONDS; PROVIDING FOR THE SALE

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OF SAID BONDS AND DESIGNATION OF CERTAIN TERMS; PROVIDING FOR THE REDEMPTION OF BONDS AND INDEBTEDNESS BEING REFUNDED; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID BONDS; AUTHORIZING THE DELIVERY OF SAID BONDS TO THE PURCHASER AND PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM"; and, **Ordinance No. 2021-7**, "AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO PROVIDE FOR A TITLE CHANGE FOR CITY CLERK/HUMAN RESOURCES DIRECTOR; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR A DATE SUCH CLASSIFICATION AND PAY RANGES OF COMPENSATION SHALL BECOME EFFECTIVE; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT", be preserved and kept in a separate and distinct volume known as "Ordinance Record, City of Seward, Nebraska", and that said separate and distinct volume be incorporated in and made a part of these proceedings and the same as though it were spread at large herein.

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

REPORTS

1. CITY ADMINISTRATOR'S REPORT

Councilmember Kolterman moved, seconded by Councilmember Kamprath, that City Administrator Butcher's report of March 2, 2021 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

Mayor Eickmeier announced that the City Council will return to in-person City Council meetings beginning April 6, 2021 (held at the Seward Civic Center to continue with social distancing guidelines).

ANNOUNCEMENT OF UPCOMING EVENTS

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Schmit, that the March 2, 2021 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
City Clerk/HR Director

CLAIMS LIST

3-16-21

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.

Ade	Su	5.00
AKRS Equipment	Re	216.73
Amazon.Com Credit Service	Su	742.06
Badger Meter	Misc	1,500.00
Baker & Taylor	Su	2,148.56
Baldinger Charlotte	Mi	34.72
Beaver Hardware	Su	279.74
Bizco Technologies	Se, Eq, Bu	6,672.60
Black Hills Energy	Ut	1,974.69
Blades Group	Su	992.00
Border States Industries	Su, Re	3,838.51
Burlington Northern Santa	Ex	671.95
Campbell Cleaning	Se	1,000.00
Carroll Construction Supp	Su, Eq	1,495.99
City Seward Library Petty	Su	205.25
City Seward Merchant Serv	Ex	4,357.98
City Seward Payroll Account	Payroll	145,700.96
Control Services Inc	Ci	8,585.00
Cross & Sons Inc	Eq	16,950.00
Eakes Office Solutions	Su	34.95
Ecolab	Su	140.30
Ed Schulz LLC	Se	1,650.44
Elliott Equipment Co	Ma	202.55
Exchange Bank	Cart Lease	3,300.00
Farmers Coop Seward	Su, Re, Un, Bu	6,545.82
G P M - Justin Meader	Ma	333.34
H & S Plumbing Heating &	Ma, Re, Bu	1,526.41
Hach Company	Ma, Se	2,130.01
Hawkins Inc	Su	595.42
Hobson Automotive & Tire	Re	138.50
Hoffschneider Law Pc LLO	Se	150.00
Holmes Nick	Incentive	1,200.00
Husker Electric Supply Co	Re	180.56
Hydraulic Equipment Service	Tools	239.14
J E O Consulting Group In	Se	1,598.75
Jackson Services Inc	Su	54.84
Jones Bank	Eq	13,760.00
K & Z Distributing	Su	76.60
Last Mile Network Consult	Se	90.00
Lee's Refrigeration	Ma	77.50
Meier Mindy	Misc	124.09
Menards North	Bu, Gu	1,109.63
Midwest Auto Parts	Re, Ma	863.22
Midwest Automotive	Re	493.51
Midwest Laboratories Inc	Se	824.18
Midwest Service & Sales	Re	92.50
Miers Robert M	Misc	70.00
Miracle Recreation Equip	Gu	1,429.18
Nebraska Fire Marshal	Se	72.00
Nebraska Pub Pow-Desmoine	Ut, Incentive	488,131.17

Niemann's Port-A-Pot LLC	Se		50.00
Norris Public Power Distr	Ut		1,304.95
Northern Safety Co Inc	Su		168.28
Olsson	Se, Eq, Ma		1,979.25
One Call Concepts Inc	Se		34.61
One Source Background Che	Se		38.00
O'Reilly Automotive Inc	Su		21.99
Orscheln Farm & Home	Re, Su, Bu, Gu		255.52
Pac 'N' Save Discount Foo	Su, Gu, Bu		378.78
Paper Tiger Shredding	Se		30.00
Police Officers Assoc Neb	Dues		150.00
Quality Brands Of Lincoln	Su		142.80
Quill Corp	Su		396.98
Rathjen Shad	Trng		44.60
Reed Electric	Ci		35,300.00
Resco	Ex		41,113.41
Richtig Tim L	Misc		270.00
Right On Site	Re		2,410.00
Ruether Larry L	Misc		74.67
Sam's Club (Lib-Rec-Pool)	Misc, Si		191.54
Sapp Brothers Petroleum I	Su		9,097.20
Seward County Independent	Ex		1,006.09
Seward County Treasurer	Se		19,217.17
Seward Lumber & Home Cent	Bu, Su, Re		354.40
Seward Public Schools	Fines & Fees		285.70
Seward Wind LLC	Ut		27,866.10
Truck Center Companies	Re		10,096.08
Varner Marilyn D	Misc		15.00
Verizon Wireless	Se		550.49
Visa - Pinnacle Bank			451.38
Harlequinn	Su	-1.74	
Walmart	Su, Re, Ma	60.80	
SamsClub.com	Su	201.12	
Bluestem Network	Ut	115.00	
Zoom.us	Misc	16.03	
Digipalooza	Trng	39.00	
GoDaddy.com	Su	21.17	
Wesco Distribution Inc	Re		294.25
Windstream Nebraska Inc	Se		1,900.75
Woods & Aitken LLP	Se		2,226.50
York Equipment	Eq		275.54
	CLAIMS TOTAL		\$882,598.38

TREASURER'S REPORT		MONTH OF: FEBRUARY 2021					
VARIANCE AT: 41.67%							
	REVENUE	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE	
DEPARTMENT	BUDGET	REVENUE	VARIANCE	BALANCE	REVENUE	B/W BUDGET YEARS	
ELECTRIC	10,912,820	4,254,744	39%	6,658,076	3,870,159	384,585	
ELEC BOND PYMT							
WATER	1,888,000	785,329	42%	1,102,671	726,277	59,052	
WATER BOND PYMTS							
WATER SINKING FUND	20,000	- 0 -	0%	20,000	- 0 -	- 0 -	
WASTEWATER TREATMENT	1,580,092	724,337	46%	855,755	657,733	66,603	
WWTW BOND PYMT							
WWTW SINKING FUND	15,000	- 0 -	0%	15,000	- 0 -	- 0 -	
TOTAL BUSINESS-TYPE FUNDS	14,415,912	5,764,410	40%	8,651,502	5,254,169	510,241	
GENERAL (LESS DONATIONS)							
DONATIONS							
LEGAL							
POLICE	7,900	200,105	2533%	(192,205)	3,376	196,729	
E911							
POLICE EQUITABLE SHARING	100,000	- 0 -	0%	100,000	- 0 -	- 0 -	
STREET	1,786,311	510,307	29%	1,276,004	450,198	60,109	
STREET STP	145,328	1	0%	145,327	6	(5)	
DEBT SERVICE	845,474	697,106	82%	148,368	431,537	265,569	
RAIL CAMPUS	1,000	696,773	69677%	(695,773)	6,000	690,773	
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	455	(455)	
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	87,868	106%	(4,868)	95,935	(8,067)	
BLDGS & GRDS (CITY HALL)	36,000	15,000	42%	21,000	18,000	(3,000)	
CIVIC CENTER	268,313	67,755	25%	200,558	52,557	15,197	
LIBRARY	57,100	31,834	56%	25,266	11,051	20,783	
LIBRARY MAINTENANCE FUND	- 0 -	- 0 -	0%	- 0 -	36	(36)	
PUBLIC PROPERTIES	12,050	18,210	151%	(6,160)	1,929	16,281	
CEMETERY	40,000	26,175	65%	13,825	23,625	2,550	
GOLF COURSE	275,350	36,794	13%	238,556	16,684	20,110	
NEW PARK DEVELOPMENT	275	34	12%	241	158	(125)	
NEW CEMETERY DEVELOPMENT	500	101	20%	399	472	(371)	
GUTHMAN TRUST - REGULAR	260	96	37%	164	131	(35)	
GUTHMAN TRUST - PAVING	100	11	11%	89	50	(39)	
PERPETUAL CARE - PRINCIPAL	6,000	2,850	48%	3,150	3,300	(450)	
PERPETUAL CARE - INTEREST	500	120	24%	380	533	(413)	
BLDGS & GRDS (OTHER)	150	- 0 -	0%	150	- 0 -	- 0 -	
BUILDING INSPECTION	98,000	42,575	43%	55,425	73,518	(30,943)	
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	1,397	2%	61,603	1,478	(81)	
TREE BOARD	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PLANNING COMMISSION	105,100	2,998	3%	102,102	1,955	1,043	
ENGINEER	108,937	- 0 -	0%	- 0 -	- 0 -	- 0 -	
DOWDING POOL (LESS DONATIONS)	80,050	467	1%	79,583	280	187	
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	12,659	34%	24,191	13,993	(1,334)	
SPORTS COMPLEX LIGHTS	150	21	14%	129	143	(122)	
SENIOR CENTER	78,500	13,433	17%	65,067	28,799	(15,366)	
SENIOR SHUTTLE	3,438	10	0%	3,428	1,456	(1,446)	
RECYCLING	- 0 -	2,841	0%	(2,841)	506	2,335	
ECONOMIC DEVELOPMENT	244,444	97,301	40%	147,143	102,558	(5,256)	
TAX INCREMENT FINANCING	359,943	129,228	36%	230,715	112,667	16,560	
GENERAL REVENUES	4,324,300	964,273	22%	3,360,027	1,157,660	(193,388)	
TOTAL GOVERNMENTAL FUNDS	9,337,123	3,658,343	39%	5,569,843	2,611,049	1,047,294	
(UNAUDITED)							

TREASURER'S REPORT		MONTH OF: FEBRUARY 2021					
VARIANCE AT: 41.67%							
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE	
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS	
ELECTRIC	11,283,522	3,823,647	34%	7,459,875	4,243,177	(419,529)	
ELEC BOND PYMT	498,087	451,156	91%	46,931	444,978	6,179	
WATER	2,976,533	560,441	19%	2,416,092	644,058	(83,617)	
WATER BOND PYMTS	376,691	133,671	35%	243,020	142,868	(9,197)	
WATER SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
WASTEWATER TREATMENT	2,711,816	379,557	14%	2,332,259	503,786	(124,229)	
WWTW BOND PYMT	312,665	6,512	2%	306,153	9,149	(2,637)	
WWTW SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
TOTAL BUSINESS-TYPE FUNDS	18,159,314	5,354,985	29%	12,804,329	5,988,015	(633,030)	
GENERAL (LESS DONATIONS)	1,000,387	112,721	11%	887,666	109,952	2,769	
DONATIONS	100,000	10,085	10%	89,916	165	9,920	
LEGAL	69,610	30,325	44%	39,285	32,932	(2,607)	
POLICE	1,414,575	559,147	40%	855,428	529,466	29,680	
E911	230,606	96,086	42%	134,520	74,770	21,316	
POLICE EQUITABLE SHARING	100,000	- 0 -	0%	100,000	- 0 -	- 0 -	
STREET	2,471,594	987,442	40%	1,484,152	791,308	196,134	
STP FUNDS	145,318	- 0 -	0%	145,318	- 0 -	- 0 -	
DEBT SERVICE	1,040,474	402,437	39%	638,037	359,610	42,827	
RAIL CAMPUS	31,000	501,505	1618%	(470,505)	29,247	472,258	
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	90,293	109%	(7,293)	95,935	(5,642)	
BLDGS & GRDS (CITY HALL)	41,413	14,458	35%	26,955	13,599	859	
CIVIC CENTER	268,313	92,152	34%	176,161	67,415	24,737	
LIBRARY	591,096	210,384	36%	380,712	208,137	2,248	
LIBRARY MAINTENANCE FUND	- 0 -	- 0 -	0%	- 0 -	13,238	(13,238)	
PUBLIC PROPERTIES	474,818	178,506	38%	296,312	176,382	2,124	
CEMETERY	181,848	76,136	42%	105,712	62,188	13,948	
GOLF COURSE	490,245	135,913	28%	354,332	128,396	7,517	
NEW PARK DEVELOPMENT	- 0 -	50	0%	(50)	56,682	(56,631)	
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	1,588	15%	9,237	560	1,028	
BUILDING INSPECTION	114,698	33,158	29%	81,540	42,696	(9,538)	
FIRE (LESS DONATIONS)	337,259	58,626	17%	278,633	43,013	15,613	
FIRE DONATIONS	100,000	- 0 -	0%	100,000	- 0 -	- 0 -	
FIRE EQUIPMENT SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
TREE BOARD	12,550	1	0%	12,549	- 0 -	1	
PLANNING COMMISSION	222,822	6,618	3%	216,204	44,637	(38,018)	
ENGINEER	143,916	57,427	40%	- 0 -	51,531	5,897	
DOWDING POOL (LESS DONATIONS)	312,561	46,994	15%	265,567	95,745	(48,750)	
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	104,904	34%	201,947	106,734	(1,830)	
SPORTS COMPLEX LIGHTS	- 0 -	- 0 -	0%	- 0 -	30,000	(30,000)	
SENIOR CENTER	164,786	52,668	32%	112,118	53,518	(850)	
SENIOR SHUTTLE	3,438	1,927	56%	1,511	1,703	224	
RECYCLING	34,816	19,808	57%	15,008	24,063	(4,255)	
ECONOMIC DEVELOPMENT	244,444	45,007	18%	199,437	1,822	43,185	
TAX INCREMENT FINANCING	349,743	86,942	25%	262,801	119,016	(32,074)	
TOTAL GOVERNMENTAL FUNDS	11,109,009	4,013,308	36%	7,095,701	3,364,455	648,853	

(UNAUDITED)

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 2/28/2021

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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	195,614.25
COMM: COMMERCE BANK	123825GB1	AFS	BUTLER PWR DIST-B NE 30 08/15/30		2.90		200,000.00 100.00%	200,000.00	200,096.32	201,170.00
COMM: COMMERCE BANK	803765BN5	AFS	SARPY SAN 208-REF NE 23 08/15/23 10/15/21 @ 100.00		2.15		115,000.00 100.00%	115,000.00	115,000.00	116,421.40
COMM: COMMERCE BANK	406036HY2	AFS	HALL CO SCH DIST NE 27 12/15/27 12/23/21 @ 100.00		3.00		250,000.00 100.00%	250,000.00	250,000.00	255,952.50
COMM: COMMERCE BANK	818483EP0	AFS	SEWARD-REF-ELEC REV NE 22 02/15/22		2.20		105,000.00 100.00%	105,000.00	105,000.00	105,137.55
COMM: COMMERCE BANK	803770SC1	AFS	SARPY CO SD #37-B-REF NE 31 06/15/31 06/15/22 @ 100.00		3.00	AA-	250,000.00 100.00%	250,000.00	250,000.00	259,462.50
COMM: COMMERCE BANK	25931PAU9	AFS	DOUGLAS SD #15-BLDG NE 22 12/15/22		1.75		210,000.00 100.00%	210,000.00	210,000.00	210,289.80
COMM: COMMERCE BANK	45289MGF9	AFS	IMPERIAL-REF NE 22 12/15/22		1.45		190,000.00 100.00%	190,000.00	190,000.00	190,478.80
COMM: COMMERCE BANK	079212T63	AFS	BELLEVUE-TAX ANTIC NE 24 06/01/24		2.35		100,000.00 100.00%	100,000.00	100,000.00	100,147.00
COMM: COMMERCE BANK	810183AZ6	AFS	SCOTTS BLUFF SD #32 NE 24 06/15/24		2.50		250,000.00 100.00%	250,000.00	250,000.00	250,447.50
COMM: COMMERCE BANK	919558KE5	AFS	VLY CO-REF NE 24 12/15/24		2.65		200,000.00 100.00%	200,000.00	200,000.00	200,334.00
COMM: COMMERCE BANK	256449BC2	AFS	DODGE SD #595-QSCB NE 25 12/15/25		6.00		300,000.00 100.00%	300,000.00	300,000.00	301,098.00
COMM: COMMERCE BANK	412606CP8	AFS	HARLAN CNTY-REF NE 26 06/01/26		1.75		200,000.00 100.00%	200,000.00	200,000.00	200,762.00

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Pledges By Pledgee And Maturity

BBA

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 2/28/2021

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	943776JA3	AFS	WAVERLY-REF NE 26 06/15/26		2.25		200,000.00 100.00%	200,000.00	200,000.00	200,252.00
COMM: COMMERCE BANK	148006EZ8	AFS	CASS CO SD #1 NE 26 12/15/26		2.35		200,000.00 100.00%	200,000.00	200,000.00	200,406.00
COMM: COMMERCE BANK	557354DY0	AFS	MADISON CO SD #5-REF NE 27 12/15/27		2.25		245,000.00 100.00%	245,000.00	245,000.00	245,759.50
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	251,342.50
COMM: COMMERCE BANK	661615S08	AFS	N PLATTE-REF NE 28 06/01/28		2.60		200,000.00 100.00%	200,000.00	200,000.00	200,368.00
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	250,770.00
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	179,553.50
COMM: COMMERCE BANK	80373YCT1	AFS	SARPY CO SID #158-REF NE 29 11/15/29		3.10		155,000.00 100.00%	155,000.00	155,000.00	158,654.90
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	253,947.50
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	250,369.81	256,265.00
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	152,493.00
COMM: COMMERCE BANK	0792124W3	AFS	BELLEVUE-REF NE 30 12/15/30		3.10		250,000.00 100.00%	250,000.00	250,000.00	258,517.50
COMM: COMMERCE BANK	751265RA9	AFS	RALSTON-VEHICLE NE 32 06/01/32		3.70		300,000.00 100.00%	300,000.00	300,000.00	300,384.00

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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As Of 2/28/2021

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
COMM: COMMERCE BANK	661615UB8	AFS	N PLATTE-REF NE 32 12/15/32		3.00	A-	200,000.00 100.00%	200,000.00	201,024.02	209,716.00
COMM: COMMERCE BANK	698864HR9	AFS	PAPILLION MUNI FACS NE 33 12/15/33		3.00	Aa1	175,000.00 100.00%	175,000.00	177,840.65	186,292.75
COMM: COMMERCE BANK	80449PEB7	AFS	SAUNDERS SD #9-REF NE 33 12/15/33		3.35		400,000.00 100.00%	400,000.00	395,330.67	400,364.00
COMM: COMMERCE BANK	818468BN9	AFS	SEWARD-REF NE 33 12/15/33		2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	409,988.00
COMM: COMMERCE BANK	943776KA1	AFS	WAVERLY NE 34 06/01/34		2.95		335,000.00 100.00%	335,000.00	335,000.00	346,229.20
COMM: COMMERCE BANK	25928KCK5	AFS	DOUGLAS SAN #466-REF NE 34 09/15/34		3.20		175,000.00 100.00%	175,000.00	175,000.00	175,691.25
COMM: COMMERCE BANK	25930PDA1	AFS	DOUGLAS SID #477-REF NE 34 09/15/34		4.00		150,000.00 100.00%	150,000.00	150,000.00	152,976.00
COMM: COMMERCE BANK	122861JN8	AFS	BURT CO PUB PWR-A-REF NE 31 07/01/36		3.50		350,000.00 100.00%	350,000.00	350,000.00	351,151.50
COMM: COMMERCE BANK	25936FAU6	AFS	DOUGLAS SANTN #513 NE 36 08/15/36		3.65		225,000.00 100.00%	225,000.00	225,000.00	225,612.00
COMM: COMMERCE BANK	80378EDN2	AFS	SARPY SID #263-REF NE 36 09/15/36		3.80		260,000.00 100.00%	260,000.00	260,000.00	267,516.60
COMM: COMMERCE BANK	306584AT0	AFS	FALLS CO UTL REV-REF NE 36 12/15/36		3.25		180,000.00 100.00%	180,000.00	177,897.55	180,367.20
COMM: COMMERCE BANK	31418CGF5	AFS	FNMA 20YR 02/01/37	MA2897	3.00		1,000,000.00 100.00%	1,000,000.00	496,700.70	518,956.01
COMM: COMMERCE BANK	25933EDH8	AFS	DOUGLAS CO SID #473 NE 37 11/15/37		4.40		250,000.00 100.00%	250,000.00	250,000.00	255,272.50

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Pledges By Pledgee And Maturity

Pledged To: CITY TREASURER

As Of 2/28/2021

Jones Bank - Seward, NE



Receipt# Safeguarding Location	CUSIP Location	ASC 320 Maturity	Description Prerfund	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	203,726.00
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	263,227.50
COMM: COMMERCE BANK	72778PCU5	AFS	PLATTE CO SD #5 NE 38 12/15/38	2.00	AA-	200,000.00 100.00%	200,000.00	200,823.89	202,330.00
COMM: COMMERCE BANK	80377BKB7	AFS	SARPY CO SID #264-REF NE 39 10/15/39	2.55		150,000.00 100.00%	150,000.00	150,000.00	147,471.00
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	153,484.50
COMM: COMMERCE BANK	25933EEG9	AFS	DOUGLAS CO SAN & IMPT NE 40 11/15/40	3.15		190,000.00 100.00%	190,000.00	190,000.00	193,876.00
COMM: COMMERCE BANK	164543BF6	AFS	CHERRY CO NE 40 12/15/40	3.00	Aa3	200,000.00 100.00%	200,000.00	206,320.68	214,040.00
COMM: COMMERCE BANK	3136A3E64	AFS	FNR 2012-9 YC 11/25/41	2.00		2,250,000.00 100.00%	2,250,000.00	537,423.45	565,073.49
COMM: COMMERCE BANK	3137BMSR8	AFS	FHR 4548 GB 07/15/42	3.00		1,100,000.00 100.00%	1,100,000.00	218,697.51	220,281.57
COMM: COMMERCE BANK	3136ARSY5	AFS	FNR 2016-8 EH 08/25/42	4.00		1,000,000.00 100.00%	1,000,000.00	214,406.52	216,208.65
49 Securities Pledged To: 1010 - CITY TREASURER							15,230,000.00	11,344,927.92	11,555,880.42

CASH IN BANK \$10,426,709.93

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

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

Pledged Securities Detail
February 28, 2021

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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 Book Value	Carrying Value Interest Rec	Market Value Collateral Value	
PLEDGEE: CITY OF SEWARD (02)													
CMO	3137AREZ5		1.750		177007034-1		6/15/2027						
FHR	FHR 4066 MH						6/1/2012	3,800,000.00	3,800,000.00	503,090.85	515,441.68	515,441.68	
D02/02							AFS	503,090.85	100.00%	511,254.70	733.67	516,175.35	
CMO	3137AUF53		1.500		185156912-1		10/15/2041						
FHR	FHR 4107 HE						9/1/2012	1,000,000.00	1,000,000.00	213,310.23	216,262.04	216,262.04	
D02/02							AFS	213,310.23	100.00%	207,482.31	266.64	216,528.68	
CMO	3137AWUJ78		1.250		185157011-1		12/15/2027						
FHR	FHR 4145 AC						12/1/2012	1,500,000.00	1,500,000.00	157,826.67	156,718.30	156,718.30	
D02/02							AFS	157,826.67	100.00%	156,601.32	164.40	156,882.70	
CMO	3137B0NV2		1.500		185157163-1		9/15/2025						
FHR	FHR 4176 EC						3/1/2013	2,000,000.00	2,000,000.00	175,226.34	177,066.24	177,066.24	
D02/02							AFS	175,226.34	100.00%	174,340.54	219.03	177,285.27	
GNMA	36176W2B6		4.000		185168920-1		12/15/2026						
GNMA	GNMA POOL 778670						12/1/2011	560,000.00	560,000.00	59,266.79	63,900.00	63,900.00	
D02/02							AFS	59,266.79	100.00%	61,366.80	197.56	64,097.56	
GNMA	36202ERL5		5.000		185171012-1		3/20/2023						
GNM2	GNMA2 POOL 4091						3/1/2008	500,000.00	500,000.00	10,699.54	11,019.64	11,019.64	
D02/02							AFS	10,699.54	100.00%	10,866.85	44.58	11,064.22	
GNMA	3620A9QG9		3.500		185171527-1		9/15/2024						
GNMA	GNMA POOL 723255						9/1/2009	750,000.00	750,000.00	45,014.11	47,018.49	47,018.49	
D02/02							AFS	45,014.11	100.00%	46,173.10	131.29	47,149.78	
GNMA	3620ARB59		3.500		185171588-1		5/15/2025						
GNMA	GNMA POOL 737260						5/1/2010	1,000,000.00	1,000,000.00	79,254.34	83,518.66	83,518.66	
D02/02							AFS	79,254.34	100.00%	80,697.61	231.16	83,749.82	
MBS	3128MEHL8		5.000		185145155-1		11/1/2024						
FGLM	FHLMC POOL G15435						5/1/2015	557,000.00	557,000.00	1,251.12	1,284.87	1,284.87	
D02/02							AFS	1,251.12	100.00%	1,280.46	5.21	1,290.08	
MBS	3128MMLQ4		4.500		185145399-1		12/1/2024						
FGLM	FHLMC POOL G18334						12/1/2009	1,015,000.00	1,015,000.00	27,438.70	28,941.89	28,941.89	
D02/02							AFS	27,438.70	100.00%	27,979.17	102.90	29,044.79	

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Cattle Bank & Trust (052)
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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			Market Value Collateral Value
										Par Value Book Value	Carrying Value Interest Rec	Carrying Value Collateral Value	
MBS FGLM D02/02	3128PNER8 FHLMC POOL J09948		4.000		185147186-1		7/1/2024 6/1/2009 AFS	1,300,000.00	1,300,000.00	34,469.51	36,248.31	36,248.31	36,363.21
MBS FGLM D02/02	3128PQ4E8 FHLMC POOL J11721		4.500		185147195-1		2/1/2025 2/1/2010 AFS	1,200,000.00	1,200,000.00	39,699.06	41,906.98	41,906.98	42,055.85
MBS FGLM D02/02	3128PVN22 FHLMC POOL J15809		3.000		185147378-1		6/1/2021 6/1/2011 AFS	285,000.00	285,000.00	1,141.19	1,208.33	1,208.33	1,211.18
MBS FGLM D02/02	3128Q0GL5 FHLMC POOL J19203		4.000		185147609-1		5/1/2027 5/1/2012 AFS	425,000.00	425,000.00	47,107.76	50,225.05	50,225.05	50,382.08
MBS FGLM D02/02	31294MML2 FHLMC POOL E03063		3.000		185147907-1		3/1/2022 3/1/2012 AFS	1,000,000.00	1,000,000.00	12,309.17	13,040.02	13,040.02	13,070.79
MBS FGLM D02/02	31335HUG6 FHLMC POOL C90583		6.000		185150272-1		10/1/2022 10/1/2002 AFS	700,000.00	700,000.00	1,142.87	1,183.56	1,183.56	1,189.27
MBS FGLM D02/02	31335HYR8 FHLMC POOL C90720		5.500		185150298-1		10/1/2023 10/1/2003 AFS	3,250,000.00	3,250,000.00	29,886.74	31,665.41	31,665.41	31,802.39
MBS FNMA D02/02	31371LQY8 FNMA POOL 255271		5.000		185155978-1		6/1/2024 5/1/2004 AFS	500,000.00	500,000.00	5,913.18	6,585.11	6,585.11	6,609.75
MBS FNMA D02/02	31371NJQ9 FNMA POOL 256871		6.500		185156082-1		8/1/2022 7/1/2007 AFS	1,100,000.00	1,100,000.00	7,606.26	7,859.09	7,859.09	7,900.29
MBS FNMV D02/02	31375HAP9 FNMA ARM POOL 334914		2.292		185156211-1		2/1/2026 1/1/1996 AFS	1,000,000.00	1,000,000.00	858.72	860.99	860.99	862.63
MBS FNMA D02/02	3138AMK38 FNMA POOL A17513		4.500		185159473-1		7/1/2026 7/1/2011 AFS	500,000.00	500,000.00	57,001.74	60,534.57	60,534.57	60,748.33

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SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			Market Value Collateral Value
										Par Value	Book Value	Carrying Value Interest Rec	
MBS	3138EJLQ9	4.000			185159924-1		7/1/2027	443,000.00	443,000.00	60,351.85	60,351.85	64,850.20	64,850.20
FNMA	FNMA POOL AL2134						7/1/2012	60,351.85	100.00%	62,666.18	62,666.18	201.17	65,051.37
D02/02							AFS						
MBS	3138EKRM9	3.500			185160071-1		2/1/2028	500,000.00	500,000.00	80,116.95	80,116.95	85,774.82	85,774.82
FNMA	FNMA POOL AL3191						2/1/2013	80,116.95	100.00%	83,072.53	83,072.53	233.67	86,008.49
D02/02							AFS						
MBS	3138EKVV4	2.500			185160087-1		4/1/2023	525,000.00	525,000.00	29,540.44	29,540.44	30,091.33	30,091.33
FNMA	FNMA POOL AL3327						3/1/2013	29,540.44	100.00%	29,678.52	29,678.52	61.54	30,152.87
D02/02							AFS						
MBS	3138ELYF4	4.000			185160221-1		10/1/2028	1,000,000.00	1,000,000.00	150,785.25	150,785.25	163,281.12	163,281.12
FNMA	FNMA POOL AL4309						10/1/2013	150,785.25	100.00%	156,902.11	156,902.11	502.62	163,783.74
D02/02							AFS						
MBS	3138EMCY5	4.000			185160242-1		2/1/2027	575,000.00	575,000.00	72,326.63	72,326.63	77,089.62	77,089.62
FNMA	FNMA POOL AL4586						12/1/2013	72,326.63	100.00%	75,267.81	75,267.81	241.09	77,330.71
D02/02							AFS						
MBS	3138WDU82	3.000			178000698-1		1/1/2030	1,160,000.00	1,160,000.00	296,847.91	296,847.91	313,829.12	313,829.12
FNMA	FNMA POOL AS4206						12/1/2014	296,847.91	100.00%	312,652.61	312,652.61	742.12	314,571.24
D02/02							AFS						
MBS	3140J5EA3	2.500			185164038-1		12/1/2029	300,000.00	300,000.00	100,364.94	100,364.94	105,266.07	105,266.07
FNMA	FNMA POOL BM1028						3/1/2017	100,364.94	100.00%	100,775.87	100,775.87	209.08	105,475.16
D02/02							AFS						
MBS	31410KAW4	4.000			185164389-1		3/1/2023	2,050,000.00	2,050,000.00	8,457.28	8,457.28	8,568.10	8,568.10
FNMA	FNMA POOL 889321						3/1/2008	8,457.28	100.00%	8,582.26	8,582.26	28.19	8,596.29
D02/02							AFS						
MBS	31412P2K6	4.500			185164502-1		7/1/2024	2,900,000.00	2,900,000.00	57,599.74	57,599.74	60,823.11	60,823.11
FNMA	FNMA POOL 931478						6/1/2009	57,599.74	100.00%	59,170.64	59,170.64	216.00	61,039.11
D02/02							AFS						
MBS	31417SAL4	4.500			185165282-1		10/1/2024	2,040,000.00	2,040,000.00	85,924.33	85,924.33	90,415.66	90,415.66
FNMA	FNMA POOL AC5410						10/1/2009	85,924.33	100.00%	88,542.42	88,542.42	322.22	90,737.88
D02/02							AFS						
MBS	31418AAC2	3.000			185165786-1		11/1/2026	1,000,000.00	1,000,000.00	59,668.79	59,668.79	62,550.19	62,550.19
FNMA	FNMA POOL MA0902						10/1/2011	59,668.79	100.00%	60,393.13	60,393.13	149.17	62,699.36
D02/02							AFS						

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

**Pledged Securities Detail
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SGrp	CUSIP	Description	Rate	Ticket-P#	State	Moody	Call Type	Maturity Dt	Total Face	Pledged Face	Pledge Values		Carrying Value	Market Value
											Next Call Dt	Issue Dt		
STyp	Loc/PI	S&P					Call Price	Intent	Total Par	% of Total	Par Value	Interest Rec		
MBS	31418AKN7		3.000	177011537-1				10/1/2032	800,000.00	800,000.00	208,733.98	222,877.84	222,877.84	222,877.84
FNMA	FNMA POOL MA1200							9/1/2012	208,733.98	100.00%	221,225.66	521.83	223,399.67	
D02/02								AFS						
MBS	31418AQY7		2.500	185166318-1				3/1/2023	500,000.00	500,000.00	30,362.14	30,971.53	30,971.53	30,971.53
FNMA	FNMA POOL MA1370							2/1/2013	30,362.14	100.00%	30,520.49	63.25	31,034.78	
D02/02								AFS						
MBS	31418AYS1		2.500	185166625-1				10/1/2023	587,000.00	587,000.00	53,703.32	53,640.73	53,640.73	53,640.73
FNMA	FNMA POOL MA1620							9/1/2013	53,703.32	100.00%	54,045.19	111.88	53,752.61	
D02/02								AFS						
MUNI	123825GA3		2.750	185139632-1	NE		Contin	8/15/2029	150,000.00	150,000.00	150,000.00	150,874.50	150,874.50	150,874.50
REV	BUTLER NE PUB PWR DIST ELEC SY							5/12/2021	150,000.00	100.00%	150,000.00	183.33	151,057.83	
D02/02								100.000						
MUNI	259290EB6		3.100	185142828-1	NE		Contin	8/15/2030	150,000.00	150,000.00	150,000.00	150,483.00	150,483.00	150,483.00
GO	DOUGLAS CNTY NE SAN & IMPT DIS							6/15/2016	150,000.00	100.00%	150,000.00	206.67	150,689.67	
D02/02								100.000						
MUNI	259292CS7		2.700	185142831-1	NE		Contin	11/15/2026	280,000.00	280,000.00	280,000.00	282,892.40	282,892.40	282,892.40
GO	DOUGLAS CNTY SAN IMPT DIST 427							11/15/2017	280,000.00	100.00%	280,000.00	2,226.00	285,116.40	
D02/02								100.000						
MUNI	25930HAJ8		2.400	185142850-1	NE		Contin	3/15/2022	75,000.00	75,000.00	75,000.00	75,083.25	75,083.25	75,083.25
GO	DOUGLAS CNTY NE SAN & IMPT DIS							3/15/2021	75,000.00	100.00%	75,000.00	830.00	75,913.25	
D02/02								100.000						
MUNI	25930PCG9		2.900	185142854-1	NE		Contin	11/15/2028	80,000.00	80,000.00	80,000.00	80,663.20	80,663.20	80,663.20
GO	DOUGLAS CNTY NE SAN & IMPT							11/15/2016	80,000.00	100.00%	80,000.00	683.11	81,346.31	
D02/02								100.000						
MUNI	25930TBJ6		2.900	184003054-1	NE		Cont	11/15/2036	50,000.00	50,000.00	50,000.00	53,131.50	53,131.50	53,131.50
GO	DOUGLAS CNTY NEB SANI & #421							5/19/2020	50,000.00	100.00%	50,000.00	426.94	53,558.44	
D02/02								100.000						
MUNI	25930VCD3		2.550	185142857-1	NE		Contin	2/15/2024	50,000.00	50,000.00	50,000.00	50,068.00	50,068.00	50,068.00
GO	DOUGLAS CNTY NE SAN & IMPT							3/1/2016	50,000.00	100.00%	50,000.00	56.67	50,124.67	
D02/02								100.000						
MUNI	25931FCK1		3.000	185142860-1	NE		Contin	9/15/2031	240,000.00	240,000.00	240,000.00	241,219.20	241,219.20	241,219.20
GO	DOUGLAS CNTY NE SAN & IMPT							9/15/2016	240,000.00	100.00%	240,000.00	3,320.00	244,539.20	
D02/02								100.000						

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Cattle Bank & Trust (052)
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Report Sequence: grp, CUSIP, Ticket

SGRP STYP Loc/PI	CUSIP Description S&P	Rate	State	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		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value Book Value	Book Value		
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT	2.700	NE		185142862-1	Contin	11/15/2028	170,000.00	170,000.00	170,000.00	170,000.00	171,239.30	171,239.30
MUNI GO D02/02	25931MBX9 DOUGLAS CNTY NE SAN & IMPT	3.100	NE		185142863-1	Contin	10/15/2029	140,000.00	140,000.00	140,000.00	140,000.00	140,606.20	140,606.20
MUNI GO D02/02	25931VBA9 DOUGLAS CNTY NE SA & IMPT DIST	3.050	NE		185142865-1	Contin	11/15/2029	135,000.00	135,000.00	135,000.00	135,000.00	135,909.90	135,909.90
MUNI GO D02/02	25931VBN1 DOUGLAS CNTY NE SAN & IMPT	3.500	NE		185142866-1	Contin	8/15/2032	50,000.00	50,000.00	50,000.00	50,000.00	50,491.00	50,491.00
MUNI GO D02/02	25933BEB6 DOUGLAS CNTY NEB SAN & IMPT DI	3.000	NE		184003099-1	Cont	11/15/2035	150,000.00	150,000.00	150,000.00	150,000.00	157,105.50	157,105.50
MUNI GO D02/02	25934ACJ2 DOUGLAS CNTY NE SAN & IMPT	3.100	NE		185142862-1	Contin	12/15/2030	120,000.00	120,000.00	120,000.00	120,000.00	120,454.80	120,454.80
MUNI GO D02/02	25934QDB3 DOUGLAS CNTY NE SAN & IMPT	2.000	NE		185142887-1	Contin	10/11/2021	80,000.00	80,000.00	80,000.00	80,000.00	80,380.00	80,380.00
MUNI GO D02/02	406036HN6 HALL CNTY NE SCD #2 GRAND IS	2.400	NE		185176896-1	Contin	12/15/2024	100,000.00	100,000.00	100,000.00	100,000.00	100,173.00	100,173.00
MUNI GO D02/02	473260DB0 JEFFERSON CNTY NE	2.550	NE		185178494-1	Contin	12/15/2025	100,000.00	100,000.00	100,000.00	100,000.00	100,679.67	100,679.67
MUNI GO D02/02	505318QS7 LA VISTA NE	2.650	NE		185179244-1	Contin	6/5/2015	80,000.00	80,000.00	80,000.00	80,000.00	80,145.60	80,145.60
MUNI REV D02/02	5793FDD8 MCCOOK NE PUBLIC PWR DIST	3.150	NE		185181069-1	Contin	11/15/2024	115,000.00	115,000.00	115,000.00	115,000.00	115,210.45	115,210.45
MUNI REV D02/02						Contin	12/31/2014	115,000.00	115,000.00	115,000.00	115,000.00	897.32	116,107.77
MUNI REV D02/02						Contin	8/9/2017	100,000.00	100,000.00	100,000.00	100,000.00	102,206.00	102,206.00
MUNI REV D02/02						Contin	8/9/2017	100,000.00	100,000.00	100,000.00	100,000.00	665.00	102,871.00

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Cattle Bank & Trust (052)
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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value Book Value	Book Value		
MUNI	803766EG8 SARPY CNTY NE SAN & IMPT	2.850		NE	185187208-1	Contin	5/15/2022	90,000.00	90,000.00	90,000.00	90,000.00	90,165.60	90,165.60
D02/02						3/1/2021	7/1/2015	90,000.00	100.00%	90,000.00	90,000.00	755.25	90,920.85
MUNI	80376DCN7 SARPY CNTY NE SAN & IMPT DIST	3.250		NE	185187210-1	Contin	10/15/2023	200,000.00	200,000.00	200,000.00	200,000.00	200,498.00	200,498.00
D02/02						3/1/2021	10/15/2012	200,000.00	100.00%	200,000.00	200,000.00	2,455.56	202,953.56
MUNI	80376ECZ8 SARPY CNTY NE SAN & IMPT DIST	3.750		NE	185187211-1	Contin	8/15/2029	90,000.00	90,000.00	90,000.00	90,000.00	91,629.00	91,629.00
D02/02						2/15/2022	2/15/2017	90,000.00	100.00%	90,000.00	90,000.00	150.00	91,779.00
MUNI	80376UBK6 SARPY CNTY NE SAN & IMPT DIST	2.700		NE	185187214-1	Prerefnd	8/15/2026	50,000.00	50,000.00	50,000.00	50,000.00	51,801.00	51,801.00
D02/02						7/15/2022	7/15/2017	50,000.00	100.00%	50,000.00	50,000.00	60.00	51,861.00
MUNI	80377TBE2 SARPY CNTY NE SAN & IMPT DIST	2.800		NE	185187220-1	Contin	11/15/2028	85,000.00	85,000.00	85,000.00	85,000.00	85,679.15	85,679.15
D02/02						11/15/2021	11/15/2016	85,000.00	100.00%	85,000.00	85,000.00	700.78	86,379.93
MUNI	80377TBF9 SARPY CNTY NE SAN & IMPT DIST	2.900		NE	185187221-1	Contin	11/15/2029	85,000.00	85,000.00	85,000.00	85,000.00	85,745.45	85,745.45
D02/02						11/15/2021	11/15/2016	85,000.00	100.00%	85,000.00	85,000.00	725.81	86,471.26
MUNI	80378TEW8 SARPY CNTY NE SAN & IMPT DIST	3.850		NE	185187230-1	Contin	10/15/2033	85,000.00	85,000.00	85,000.00	85,000.00	86,794.35	86,794.35
D02/02						4/15/2023	4/15/2018	85,000.00	100.00%	85,000.00	85,000.00	1,236.28	88,030.63
MUNI	80379AEF5 SARPY CNTY NEB SAN & IMPT #243	2.700		NE	177011631-1	Cont	8/15/2038	290,000.00	290,000.00	290,000.00	290,000.00	289,756.40	289,756.40
D02/02						8/15/2025	8/19/2020	290,000.00	100.00%	290,000.00	290,000.00	348.00	290,104.40
MUNI	80379KEN6 SARPY CNTY NEB SAN & IMPT #272	2.300		NE	177018881-1	Cont	12/15/2034	50,000.00	50,000.00	50,000.00	50,000.00	49,310.00	49,310.00
D02/02						12/15/2025	1/11/2021	50,000.00	100.00%	50,000.00	50,000.00	159.72	49,469.72
MUNI	818473FD7 SEWARD CNTY NE CENTENNIAL PUB	3.000		NE	185187536-1	Contin	12/15/2031	250,000.00	250,000.00	250,000.00	250,000.00	256,637.50	256,637.50
D02/02	A+					7/27/2022	7/27/2017	250,000.00	100.00%	250,000.00	250,680.36	1,583.33	258,220.83
MUNI	81847ELJ3 SEWARD NE	2.150		NE	185187544-1	Contin	12/15/2022	100,000.00	100,000.00	100,000.00	100,000.00	100,131.00	100,131.00
D02/02						3/1/2021	3/27/2012	100,000.00	100.00%	100,000.00	100,000.00	453.89	100,584.89

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.

H231 : Pledged Securities Detail
 As of: 2/28/2021, Created: 2/25/2021 10:50:36 PM

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

Pledged Securities Detail
February 28, 2021

H231
 Page 7 of 61

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value Book Value	Carrying Value		
MUNI GO D02/02	81847ELK0 SEWARD NE	2.350		NE	185187545-1	Contn 3/1/2021 100.000	12/15/2023 5/18/2012 AFS	95,000.00 95,000.00	95,000.00 100.00%	95,000.00 95,000.00	95,138.70 471.31	95,138.70 95,610.01	
MUNI REV D02/02	818480BF1 SEWARD NEB ARPT AUTH	3.550		NE	185187553-1	Contn 3/1/2021 100.000	1/15/2024 9/1/2011 AFS	120,000.00 120,000.00	120,000.00 100.00%	120,000.00 120,000.00	120,345.60 544.33	120,345.60 120,889.93	
MUNI REV D02/02	818483EQ8 SEWARD NE ELEC REV	2.350		NE	185187554-1	Contn 3/1/2021 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	110,163.90 114.89	110,163.90 110,278.79	
MUNI REV D02/02	818483FG9 SEWARD NE ELEC REV	2.450		NE	185187557-1	Contn 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	150,556.50 163.33	150,556.50 150,719.83	
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	130,552.50 1,378.72	130,552.50 131,931.22	
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	155,000.00 329.38	155,000.00 155,329.38	
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%	200,000.00 197,117.28	202,182.00 1,055.56	202,182.00 203,237.56	
MUNI REV D02/02	943781BN3 WAVERLY NE COMB UTIL REV	3.100		NE	185198094-1	Contn 3/1/2021 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	100,141.00 654.44	100,141.00 100,795.44	
TAX TAXGO D02/02	079238AY7 BELLEVUE NEB REDEV REV	2.950		NE	185138622-1	Cont 3/1/2021 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	250,597.50 1,556.94	250,597.50 252,154.44	
TAX TAXREV D02/02	68189TBA3 OMAHA NEB SPL OBLIG AA+	6.400		NE	185184294-1	Cont 3/25/2008 Aa3	2/1/2026 3/25/2008 AFS	55,000.00 55,000.00	35,000.00 63.64%	35,000.00 35,000.00	39,063.50 186.66	39,063.50 39,250.16	
CITY OF SEWARD								43,357,000.00		7,839,298.44 7,896,777.77	8,002,744.12 39,153.41	8,002,744.12 8,041,897.53	
CASH IN BANK \$9,437,930.19													

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.

CURRENT YEAR: February 2021

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	3	\$ 5,310.90	\$ 947,890.01
REMODEL/ADDIT.	1	\$ 97.00	\$ 20,000.00
ACCESSORY	4	\$ 2,528.75	\$ 120,500.00
RELOCATE	0		
ELECTRIC			
PLUMBING	3	\$ 555.00	
MECHANICAL	1	\$ 75.00	
SEWER TAP	2	\$ 500.00	
WATER TAP	2	\$ 1,762.00	
TEMP. ELEC.	2	\$ 100.00	
ELECTRIC SER.	2	\$ 400.00	
TOTALS	20	\$ 11,328.65	\$ 1,088,390.01

LAST YEAR: February 2020

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	6	\$ 10,245.30	\$ 1,360,364.66
REMODEL/ADDIT.	5	\$ 502.00	\$ 108,000.00
ACCESSORY	6	\$ 615.50	\$ 120,500.00
RELOCATE	0	\$ -	\$ -
ELECTRIC		\$ -	\$ -
PLUMBING	9	\$ 630.00	\$ -
MECHANICAL	6	\$ 530.00	\$ -
SEWER TAP	6	\$ 1,500.00	\$ -
WATER TAP	6	\$ 5,286.00	\$ -
TEMP. ELEC.	6	\$ 300.00	\$ -
ELECTRIC SER.	6	\$ 1,200.00	\$ 20.00
TOTALS	56	\$ 20,808.80	\$ 1,588,884.66

YEAR TO DATE January to December 2021

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	3	\$ 5,310.90	\$ 947,890.01
REMODEL/ADDIT.	8	\$ 3,923.55	\$ 1,127,994.00
ACCESSORY	14	\$ 4,564.55	\$ 249,456.00
RELOCATE	1	\$ 25.00	\$ 40,000.00
ELECTRIC		\$ -	\$ -
PLUMBING	10	\$ 1,005.00	\$ -
MECHANICAL	9	\$ 955.00	\$ -
SEWER TAP	2	\$ 500.00	\$ -
WATER TAP	2	\$ 1,762.00	\$ -
TEMP. ELEC.	2	\$ 100.00	\$ -
ELECTRIC SER.	2	\$ 400.00	\$ -
TOTALS	53	\$ 18,546.00	\$ 2,365,340.01

YEAR TO DATE January to December 2020

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	7	\$ 12,244.20	\$ 1,570,980.63
REMODEL/ADDIT.	6	\$ 5,099.84	\$ 2,535,400.00
ACCESSORY	12	\$ 1,349.25	\$ 178,861.64
RELOCATE	0	\$ -	\$ -
ELECTRIC		\$ -	\$ -
PLUMBING	23	\$ 2,735.00	\$ -
MECHANICAL	14	\$ 1,090.00	\$ -
SEWER TAP	7	\$ 1,750.00	\$ -
WATER TAP	7	\$ 6,167.00	\$ -
TEMP. ELEC.	7	\$ 350.00	\$ -
ELECTRIC SER.	7	\$ 1,400.00	\$ -
TOTALS	90	\$ 32,185.29	\$ 4,285,242.27

OPEN Property Maintenance Code Violation Report

					Updated 3-8-2021
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2021					
145 S 3rd	Car parked in the grass. Trash all over the property. Multiply loose trash bags not stored in a recepticle. Firepit on the front porch.	3/12/2021	Patricia Johnson	In Person	Bill Arkel reported he did not see any trash blowing around. There was a firepit on the porch. The SUV was parked on the grass. The resident did not answer the door. Bill talked to a son and the son said the trash was an issued with Trash Panda and that is resolved. They are now aware they cannot park on the grass.
614 North Ave	Trailer parked on the grass and in the sight triangle	3/9/2021	Cathy Eberhardt	In Person	Bill Arkel made contact with the resident to move the trailer. The trailer was turned 90° but still parked on the grass next to the garage, still in the sight trinagle of the intersection. Bill will make contact with the resident again.
211 S 4th 443 Main St 523 Main	Ice Accumulation	2/24/2021	Middle Creek Ranch Conrad Trevino Charles Wisehart	In Person	Bill Arkel will make contract about cleaning the ice off of the sidewalk.
504 N 8th	Parking in ROW Between sidewalk and Street. Sight Triangle	2/26/2021	Gene Selby	Phone Call	Bill Arkel made contact with Gene to inform him he was not allowed to park between he street and sidewalk. He called to get a permit. It has been determined that he can not park in that location do to a sight triangle issue. Dworak called and left a message with Gene.
703 S 1st St	RV is hooked up to electricity full time and is being lived in	2/9/2021	Christopher William Wilcox	in Person	Bill Arkel visited the RV and reported no new footprints in the snow and the electrical cord had been removed from the RV
1750 Kolterman Ave	Snow/Ice Removal	2/9/2021	Sherry Reinert	in Person	Bill Arkel will make contact about clearing the sidewalk
316 N 6th	snow/ice removal not taken place within 5 hours of snowfall cessation	1/31/2021	Gary Pomerenske	in Person	Bill Arkel went to the residence and left a message to clear the sidewalk. The sidewalk was cleared within 24 hrs. The sidewalk continues to be cleared with subsequent snow occurances.

OPEN Property Maintenance Code Violation Report

319 Seward	Snow/ice removal	1/28/2021	Patricia Johnson	Phone Call	Bill Arkel called and informed Patricia that she need to have the sidewalk cleared. It was cleared within 24 hrs
2020					
424 N 4th St	snow/ice removal has not taken place within 24 hours of storm cessation	1/6/2021	Biegler, Puckett and Kuhlman Investments LLC	Phone Call	Bill Arkel made contact with Dustin from Biegler, Puckett and Kuhlmann Investments LLC, he said it will be taken care of ASAP and wouldn't be aproblem in the future
		1/11/2021			Bill Arkel left two messages and both went unreturned.
208 S 14th St	Storage containers	12/31/2020	Josh Delcamp		Josh Delcamp acquired a building permit for the property and using the container as temporary storage
		1/4/2021		Phone Call/In Person	Bill Arkel (CSO) confirmed there was a storage container on South 14th and verified Delcamp was the owner. Delcamp called and he is bringing heat into the buildings. He will be getting a building permit and that allows 180 days.
641 Seward St	snow/ice removal has not taken place within 5 hours of storm cessation	12/23/2020	X-tra Investments LLC Goran Gligorevic	Phone Call/In Person	Bill Arkel (CSO) will find a contact number and let the owners know they are in violation of code 340-2.1 Bill called the owner. They had someone lined up but didn't do the job. He will get someone out to clean it off.
2137 Meadow Lan	Unlicensed Trailer and Boat parked in rear yard	12/17/2020	Robert & Joleen Perry	in Person	The trailer was licensed and the boat and trailer were moved onto a slab beside the garage.
		12/18/2020		In Person	Researching for property maintenance violations. Referencing 307-2.1,307-2.2-Public Nuisance.Bill will deliver to homeowner.12/14 bill delivered ordinance and told the residence he can call for questions. As of 12/16 the boat has not moved. CSO Arkel confirmed the boat has been moved as of 12/22/2020
446 N 5th St	Fence falling over	11/7/2020	Sandy Nuttleman	Phone Call	Bill Arkel (CSO) contacted Sandy. She said that she would speak with the tenant Don Guenther.

OPEN Property Maintenance Code Violation Report

429 S Columbia	Trees laying on sidewalk	10/20/2020	Chirstopher Yates		Bill Arkel (CSO) will go make contact and view the violation. 10/14/2020 A branch has split from the tree, but is still attached. The tree is on personal property, but the branch is laying across the sidewalk. A door hanger was left. 10/14/20 Home owner contacted Bill. Gavin Hobson will be ther this week to clean up the tree and mess. 10/19/20
243 S. 9th St	Dumping Cooking Oil	10/19/2020	VFW	In Person	Bill Arkel (CSO) will go make contact with the owner on 10/12/2020. Bill seen no evidence of cooking oil being dumped. 402-641-3691 to call person who complained
848 Seward Street	Tree stump has animals living in it	10/15/2020	Pat Prothman	In Person	Bill Arkel (CSO) went to look at the property on 10/8 to verify the location of stump (ROW or Owners) and if animals were living in the stump. Bill reported the only stump was halfway back on the property, no visible signs of animals present.
546 North Ave	Obstructed sight triangle due to overgrowth of the flowerbed in the corner of the propery	10/21/2020	David and Sharon Fitzpatrick	In person	Bill Arkel (CSO) contacted the tenant who in turn contacted Dave. Dave made arrangements with Rumery Landscaping to trim up the corner to meet sight triangle standards.
247 N 2nd	Pet Door was open, Tree/Volunteer tree's in City ROW. Grass is too tall	8/31/2020	Fox Den Rentals	In person	Bill Arkel (CSO) attempted contact at two doors & left a door hanger w/card in regards to the grass. Called Fox Den on 8/21 at 402-314-0819. He said he will follow up with tenants/mowing company and get it taken care of
304 S 1st	Weeds and vines need to be cut back to comply with code	8/19/2020	Kelsey Herrold	In person	Bill Arkel (CSO) attempted contact & left a door hanger w/card. 8/17/20 Bill checked property & it is in compliance
1115 N Columbia	Weeds and brush need cut to comply with ordinance	8/7/2020	Lorri Canning	In person	Bill Arkel (CSO) attempted contact and left a door hanger. Grass and weeds were cut in front yard but not in the rear yard.
906 Main St	Vehicles stored with no current license and registration, Junk piled on the lot and junk appliances stored outside	7/10/2020	Daniel & Lorrie Pearson	In person	The junk has been removed, the vehicles have been licensed and the appliance are scheduled for pick-up

OPEN Property Maintenance Code Violation Report

29 Jackson Ave	Abandoned property due to fire	3/9/2021	Katherine & Joseph Desantiago	Phone Call/Mail	The potential buyer informed us the Owner backed out of the sale. Attempted to contact the Owner.
		12/7/2020		Phone Call	Left a message for Katherine to call me and schedule a time to meet in reference to her property and the potential buyer and there agreement with time frames.
		8/7/2020			Katherine has contacted this office and now has title to the property. Trying to shedule meeting to discuss intentions and timelines for the property.
					Property owener according to Seward PD is Wayne Piper of York, Wayne Piper is deceased. Katherine is currently residing in York according to neighbors.
					Joseph is deceased. Phone number no longer valid. Neighbor says she relocated to York.
345 S 9th St	RV set up for residency in violation of the ULDO	6/26/2020	Tod/Colleen Cameron 402-643-5418 Colleen 402-643-6209		Camper has been moved to the driveway and the fence has been completed.
		6/11/2020			Board of Adjustments meeting cancelled by Colleen Cameron. Camper will be moved on the driveway and comply with city ordinances. A fence permit has been issued as well though not required.
		Extended due to weather			Left message and advised to call back. Greg Butcher spoke with the City Attorney. Todd can have RV just behind front line of house. He talked about having an 8' fence which is not required, but he can only have a 6' tall fence. Applied for variance - Board of adjustment June 11,2020
950 Jackson	Vehicles, abondened with no current license and registration	6/22/2020	Keith Rader	LM 5/5/2020	Bill Arkel reported the abondoned vehicles had been removed and the unlicensed vehicles had been registered and licensed.

OPEN Property Maintenance Code Violation Report

		6/22/2020		In person	7 day compliance letter by Greg Butcher-City Administrator, hand delivered.
		5/8/2020		Delivered by SPD 6/13/2020	Bill Arkel community officer took pictures of vehicles. Spoke to owner and let him know he had 7days to get license and registration on vehicles. If not done in 7days a letter will come from the City Administrator, after the 7days of the letter. The vehicles will be removed at the owners expense.
810 Moffit St	Disrepair, protective treatments, decayed siding, facia/trim,	12/7/2020	Patricia Murphy (life use)	Phone Call	Spoke with Dale Murphy about the demolitioin time frame. The contractor has been backed up and will get with Dale about a date for the demolition and he will notify us when that date is.
		10/1/2020		In person	Dale Murphy submitted a demo permit for the property and is currently waiting for the Demo Contractor to clear the property. All utilities have been verified as disconnected and the asbestos siding has been removed and disposed of.
		8/7/2020		Personal	Larae Rolenc and Jeremy Phillips met with me Friday 8/7/2020 to discuss options for this property and stated the house will come down in September
		Extended due to weather			In p+B15:FB28:F4318rocess, attempting to contact ownerB20A19:F24A18:F24A17:F24A15:F24A13:F24A11:F24A10:F24A9:F24A8:F24A7:F24A6:F24A3:F24A2:FB21:F24



City of Seward
Police Department

**Monthly Statistics
February 2021**

Service Calls	392
Accidents	8
Arrests	3
Citations	43
Warnings	60
Parking Tickets	31

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

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, March 8, 2021 at 7:30 p.m. and the City Council of the City of Seward, Seward County, Nebraska on Tuesday, March 16, 2021 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 CLBKDB Subdivision 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:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14;
THENCE NORTH 90°00'00" EAST (ASSUMED BEARING), ON SECTION
LINE, A DISTANCE OF 1269.99 FEET TO A POINT ON THE EAST LINE
OF DOWNING ACRES EXTENDED NORTH; THENCE NORTH 90°00'00"
EAST A DISTANCE OF 23.00 FEET; THENCE SOUTH 1°06'06" EAST A
DISTANCE OF 45.01' TO THE POINT OF BEGINNING, MARKED WITH A
¾ INCH PIPE; THENCE NORTH 90°00'00" EAST, PARALLEL TO
SECTION LINE, A DISTANCE OF 462.13 FEET TO A ¾ INCH PIPE;
THENCE SOUTH 0°00'00" WEST A DISTANCE OF 297.57 FEET TO A ¾
INCH PIPE; THENCE SOUTH 51°31'17" WEST A DISTANCE OF 574.24
FEET TO A ¾ INCH PIPE; THENCE NORTH 1°06'06" WEST A DISTANCE
OF 654.99 FEET TO THE POINT OF BEGINNING. (PID 800038266)

All persons interested may appear and be heard.

Tim Dworak
Building/Zoning & Codes Enforcement Director

PUBLISH 1 TIME February 24, 2021
PROVIDE PROOF (1)

ORDINANCE NO. 2021-

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 WAVERLY ROAD AND EAST 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:

CLBKDB SUBDIVISION, A PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M. SEWARD COUNTY, NEBRASKA

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 _____, 2021.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Bonnie Otte
City Clerk/HR Director

NOTICE OF PUBLIC HEARING

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THENCE NORTH 90°00'00" EAST (ASSUMED BEARING), ON SECTION
LINE, A DISTANCE OF 1269.99 FEET TO A POINT ON THE EAST LINE
OF DOWNING ACRES EXTENDED NORTH; THENCE NORTH 90°00'00"
EAST A DISTANCE OF 23.00 FEET; THENCE SOUTH 1°06'06" EAST A
DISTANCE OF 45.01' TO THE POINT OF BEGINNING, MARKED WITH A
¾ INCH PIPE; THENCE NORTH 90°00'00" EAST, PARALLEL TO
SECTION LINE, A DISTANCE OF 462.13 FEET TO A ¾ INCH PIPE;
THENCE SOUTH 0°00'00" WEST A DISTANCE OF 297.57 FEET TO A ¾
INCH PIPE; THENCE SOUTH 51°31'17" WEST A DISTANCE OF 574.24
FEET TO A ¾ INCH PIPE; THENCE NORTH 1°06'06" WEST A DISTANCE
OF 654.99 FEET TO THE POINT OF BEGINNING. (PID 800038266)

All persons interested may appear and be heard.

Tim Dworak
Building/Zoning & Codes Enforcement Director

PUBLISH 1 TIME February 24, 2021
PROVIDE PROOF (1)

ORDINANCE NO. 2021-

AN ORDINANCE TO REPEAL AND REPLACE THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 40 CIRCULATION SYSTEM DESIGN; 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 40 of the Municipal Code of the City of Seward is hereby repealed and replaced as follows:

§ 410-40.1 **Purpose.**

The purpose of this article is to assure the development of functional and safe circulation patterns within new subdivisions, in order to encourage economical and effective movement of motor vehicles, bicycles, and pedestrians; provide access for public safety vehicles; and encourage the development of circulation systems that enhance the quality of life within new and existing neighborhoods in the City of Seward and its planning jurisdiction.

§ 410-40.2 **General standards.**

The design of circulation systems should conform to the following general standards and requirements:

A. Classification

- (1) Circulation system design is based upon the adjacent development, defined as either "Urban" or "Rural" as follows:
 - (a) Rural: residential or predominately agricultural land use where average lot frontage exceeds 150 feet and subdivisions are not provided with urban services, including municipal water and/or sanitary sewer. Rural subdivisions are typically located within a Rural Residential (RR) or Agricultural (AG) Districts outside of the City corporate limits, but within the City's extraterritorial jurisdiction (ETJ).
 - (b) Urban: residential land use where average lot frontage is less than or equal to 150 feet and subdivisions are provided with municipal water or sanitary sewer service; or adjacent land uses include commercial, office, industrial, or civic use types.
 - (c) At the discretion of the City, some sections of the circulation system within City corporate limits may be designed in accordance with a Rural classification, limited to sections that have no current or future residential, commercial or industrial development. The limited sections are typically located within a designated Floodplain, where development is prohibited.
- (2) Classification changes from "Rural" to "Urban" at the time of annexation.
 - (a) At the time of annexation, the circulation system, including cartway, sidewalks, storm drainage, and all other aspects of the circulation system shall be upgraded to Urban classification standards.
 - (b) The intent of the Rural classification and requisite design requirements are to enable upgrade to Urban design standards without complete reconstruction of the circulation system.

B. Reviewing Agencies.

- (1) The Reviewing Agencies consist of the Street Superintendent, the City Engineer, and the Building/Zoning and Code Enforcement Director.
- (2) All plans including circulation system design and drainage facilities shall be reviewed and approved by the Street Superintendent, the City Engineer, and the Building/Zoning and Code Enforcement Director to ensure compliance with the requirements herein.

(a) All plans reviewed and approved by the Reviewing Agencies are subject to subsequent review and approval by the City of Seward Planning Commission and the Seward City Council.

(b) All exceptions, special circumstances, and other items approved by the Reviewing Agencies as provided for herein are subject to subsequent review and approval by the City of Seward Planning Commission and the Seward City Council.

C. Cartway system design.

(1) The cartway system shall be designed: to permit safe and orderly movement of vehicular traffic; to facilitate pedestrian and bicycle traffic and minimize conflict between the various forms of circulation; to meet but not exceed needs of the present and future served population; to be simple and logical; to respect natural features, topography, and landscape; and to present an attractive streetscape.

(2) The system shall conform with the *Seward Comprehensive Plan*. For streets not shown on the *Seward Comprehensive Plan*, the arrangement of streets shall provide for the logical extension of existing streets.

(3) The street network of a subdivision shall provide for logical, continuous extensions of streets to subsequent future developments.

(a) A temporary turnaround shall be located at the end of streets that will logically be extended. Construction of temporary turnarounds shall follow standards established by the City of Seward *Standard Specifications for Municipal Construction* and on details shown on the *Seward Standard Plans*.

(4) The system shall provide adequate traffic flow through a subdivision and provide at least two routes from each lot within the subdivision to the rest of the City, except as explicitly permitted by the Reviewing Agencies. Additionally, the system should be designed to discourage through traffic from using local streets.

(5) Continuity of Arterial or Collector streets.

(a) No subdivision shall prevent the extension of Arterial or Collector streets through and beyond the subdivision. The subdivision developer may plan and design collector streets not designated in the *Seward Comprehensive Plan*, subject to the unanimous consent of the Reviewing Agencies.

(6) Internal Connectivity Index.

(a) The system should provide good internal street network connectivity. Internal connectivity shall be measured by a Connectivity Index, calculated as:

$$CI = N \cdot L$$

Where:

CI = The Connectivity Index

N = The number of nodes (including intersections and cul-de-sac heads) in a subdivision.

L = The number of street links defined by those nodes.

(b) A desirable target for street connectivity is an index of 1.20 or greater.

D. Pedestrian systems, Bikeways and Shared-use Paths.

(1) A continuous and unobstructed pedestrian system consisting of a hard surface paved sidewalk shall be provided within each nonindustrial subdivision, designed to conduct pedestrians between every point in the subdivision in a safe manner. Sidewalk design standards are located in Sub-section 410-40.3.D

(2) In conventional subdivisions, the pedestrian system shall be provided by sidewalks placed parallel to and located on both sides of each street, with exceptions permitted to preserve natural features, create visual interest, or maintain greenways and pedestrian ways proposed in the *Seward Comprehensive Plan*.

(3) In innovative developments, the pedestrian system may be an independent network

diverging from streets but providing continuous pedestrian access between all points. The pedestrian system for all innovative developments shall be approved by unanimous consent of the Reviewing Agencies.

- (4) All aspects of the pedestrian system, including sidewalks and intersection crossings, shall comply with the Americans with Disabilities Act (ADA) and the Public Right-of-Way Accessibility Guidelines (PROWAG).
- (5) Bikeways or Shared-use Paths shall be required if specifically indicated by the *Seward Comprehensive Plan* or in conjunction with any Bikeways or Shared-use Paths in any phase of planning, development or design or if required by the City. Any land dedicated for Shared-use Paths development shall be credited toward the satisfaction of pedestrian system and open space standards set forth by this chapter.

E. Drainage.

- (1) All circulation systems shall be provided with a drainage system to remove excess storm water. Design and construction of drainage facilities shall follow standards established by the City of Seward *Standard Specifications for Municipal Construction* and on details shown on the *Seward Standard Plans*.
- (2) Where allowed, driveway culverts shall be a minimum size of 18 inches diameter.
 - (a) Culvert sizing calculations shall be submitted to and verified by the City Engineer.

§ 410-40.3 **Street hierarchy and design.**

A. Characteristics of the hierarchy.

- (1) Streets shall be classified according to a street hierarchy with design tailored to function.
- (2) The street hierarchy shall be defined by road function and projected average daily traffic (ADT), as calculated by trip generation rates calculated in accordance with the Institute of Transportation Engineers or other generally accepted standards.
- (3) Each residential street shall be classified and designed to meet appropriate standards for its entire length.
- (4) The applicant shall demonstrate to the satisfaction of the Reviewing Agencies that the distribution of traffic created by the subdivision will not exceed the design capacity of the proposed street system and its individual segments.
- (5) The street type, functions, minimum design speed and projected traffic loads of the street hierarchy are set forth in Table 40A.
- (6) Courts and Lanes may be designed and constructed to the minimal requirements provided herein on the condition that Courts and Lanes remain private or in private cooperative ownership. The subdivision agreement and plat shall clearly indicate that such streets are private and are not subject to City maintenance or acquisition. Courts or Lanes shall be upgraded to the requirements of Local street prior to a change from private to public ownership.

B. Cartway width.

- (1) Cartway width for each street classification is determined by parking and curbing requirements based on form or intensity of adjacent development.
- (2) To promote economic development of streets, minimum cartway width should generally be used. Minimum cartway widths are set forth in Table 40B.
- (3) In locations where the cartway width changes, those changes shall be accomplished using a tapered section. The minimum length of taper in feet shall be calculated by multiplying the offset of the cartway edge in feet by the design speed in miles per hour. Tapers shall not extend through intersections.

C. Curbs, gutters, and shoulders.

- (1) Curbing shall be required for the purposes of safety, drainage, and protection of the pavement edge, as set forth in Table 40B. Requirements for curbs vary according

to street function and the nature of adjacent development.

- (2) Curbs where required shall be placed on both sides of all cartways. For cartways that are part of phased construction, the Reviewing Agencies may allow sections of curb omitted if the section of curb obstructs travel lanes in the next phase provided that the subsequent phase is at least in the design process and construction of the subsequent phase is scheduled for construction to commence within 24 months of the placement of pavement in the current phase.
- (3) Requirements for curbs and minimum curb radii are set forth in Table 40B.
- (4) Where curbing is not required, edge definition and stabilization shall be provided to reduce edge degradation over time.
- (5) Where curbing is required, an exception may be granted by the unanimous consent of the Reviewing Agencies where the character of an area is preserved by the use of shoulders and drainage swales.
- (6) Shoulders, when developed, shall be at least eight feet in width on each side for all streets, shall begin at the same elevation as the roadway, and shall be located within the right-of-way. Swale width is site-specific. Shoulders shall consist of stabilized turf or other acceptable material.
- (7) All curbs shall be interrupted to provide a smooth transition between sidewalk ramps and road surface for accessibility by handicapped people consistent with the requirements of the Americans with Disabilities Act. The curb cut shall have a tapered section at each side of the sidewalk ramp.
- (8) Curb construction shall follow standards established by the City of Seward *Standard Specifications for Municipal Construction* and on details shown on the *Seward Standard Plans*. Curbs may be either combined curb and gutter constructed to a standard two-foot width or an integral curb.

D. Sidewalks.

- (1) Sidewalk requirements are determined by road classification and intensity of development, as set forth in Table 40B.
- (2) Where sidewalks are not otherwise required by Table 40B, the Reviewing Agencies may require their installation if necessary to provide access to generators of pedestrian traffic or major community features, or to continue a walk on an adjacent street, or to link parts of the City, or to accommodate future development.
- (3) In conventional development, sidewalks shall be placed parallel to streets within the right-of-way with the outer edge of the sidewalk eighteen inches inside the right-of-way. Exceptions are possible to preserve important natural features or to accommodate topography or vegetation; when an applicant shows an alternative for a safe and convenient pedestrian system; or in conservation of traditional neighborhood development (TND) subdivisions.
- (4) Pedestrian rights-of-way at least 15 feet in width may be required through the center of blocks over 600 feet in length if deemed necessary by the Reviewing Agencies to provide access to schools or community facilities; or to maintain a continuous pedestrian network within and between subdivisions and districts of the City of Seward and its jurisdiction. Such rights-of-way shall be dedicated to the public in the same manner as streets.
 - (a) Sidewalks within pedestrian rights-of-way shall be centered within the right-of-way.
- (5) All sidewalks shall be constructed according to the City of Seward *Standard Specifications for Municipal Construction* and on details shown on the *Seward Standard Plans*.
 - (a) Sidewalks shall be constructed of Portland cement concrete (PCC) utilizing an NDOT 47B mix design with Type 1PF cement with no less than a minimum compressive strength of 3,500 pounds per square inch (psi) at 28 days with a minimum thickness of four inches except at points of vehicular crossing (e.g., driveways), where sidewalks shall be a minimum six inches thick. The thickness standard is minimum actual thickness and not nominal.

- (b) All sidewalks shall have an adequately prepared sub-base of suitable soils with adequate preparation to prevent premature failure. Excavate and remove all topsoil prior to sub-base preparation. Sidewalk shall not be placed over topsoil. Poor soils shall be removed and replaced with a suitable aggregate material. The sub-base shall be scarified to a depth of at least six inches and uniformly compacted to within 95% prior to placement of concrete.
 - (c) Sidewalks shall have a light broomed finish perpendicular to the direction of through pedestrian traffic.
- (6) Sidewalks shall provide a clear path of at least four feet in width, free of any obstructions.
 - (7) In residential districts, sidewalks shall have a landscaped buffer zone of seven to twelve feet as measured from the back of the curb to the front edge of the sidewalk. Reductions to the size of the buffer zone may be granted in exceptional circumstances with the unanimous consent of the Reviewing Agencies.
 - (a) To maintain adequate sight distances with unobstructed views of any conflicting vehicles or pedestrians, the buffer zone shall be landscaped predominantly with low-growing, mowable turf grass. Street trees are permitted within the buffer zone pursuant to the requirements of Article 40.5 of this chapter.
 - (b) Where approved by the Reviewing Agencies, in lieu of mowable turf grass, buffers zones of two feet or less may be paved with 3,500 psi PCC, minimum 4 inches thick, with a stamped surface pattern to delineate the buffer zone from the sidewalk. The stamped integral surface pattern shall provide both a visual and a tactile delineation between the sidewalk and the buffer zone.
 - (8) In commercial districts, sidewalks may abut curbs, provided they are a minimum of six feet wide.
 - (9) In industrial districts, sidewalks are not mandatory but may be required by the Reviewing Agencies to maintain a complete pedestrian circulation system.
 - (10) The longitudinal grade of the sidewalk shall generally match the grade of the top of the curb. Sidewalks shall be smooth with horizontal and vertical alignments that are free of abrupt changes and which generally blend with the finish grading contours of the surrounding area.
 - (a) Sidewalks not parallel to curb shall have longitudinal grades that do not exceed 5% except for short distances to overcome elevation differentials in the surrounding grade. Sidewalk longitudinal grades shall not exceed 8% under any circumstances.
 - (11) The sidewalk shall have a transverse slope of 2% (1 inch in 4 feet) in the direction of the curb. Exceptions may be granted in extraordinary circumstances where drainage must be directed away from the curb by unanimous consent of the Reviewing Agencies.
 - (12) All sidewalks, crossings, and other segments of a continuous pedestrian system must comply with standards of the Americans with Disabilities Act (ADA).
 - (a) Sidewalk grades shall exceed ADA requirements wherever possible. Grades shall be minimized and longitudinal grade changes shall be minimized.
 - (b) Where sidewalks meet a street for access, a curb ramp shall be installed. Curb ramps shall conform to the Nebraska Department of Transportation Standard Plan No. 303-R3 Curb Ramps.

E. Bikeways and Shared-use Paths.

- (1) Bikeways and Shared-use Paths shall be required in subdivisions when specified as part of the *Seward Comprehensive Plan*, or in conjunction with any bikeways or Shared-use Path in any phase of planning, development or design, or if required by the City.
- (2) All off-street Shared-use Paths shall be a minimum of 10 feet in width for two-way traffic and shall comply with the Americans with Disabilities Act. Shared-use Paths shall be constructed according to the *City of Seward Standard Specifications for Municipal Construction* and on details shown on the *Seward Standard Plans*. Gradients for Bikeways and Shared-use Paths should not exceed 5% except for short

distances, and shall not exceed 8% without exception. Minimum dedicated Bikeway and Shared-use Path right-of-way shall be 20 feet.

- (a) Shared-use Paths shall be constructed of Portland cement concrete (PCC) utilizing an NDOT 47B mix design with Type 1PF cement with no less than a minimum compressive strength of 3,500 pounds per square inch (psi) at 28 days with a minimum thickness of six inches to support vehicles used for snow removal.
- (3) Shared-use Paths may satisfy part of the requirements of this chapter for sidewalks or open space.
- (4) All residential streets shall utilize bicycle-safe drainage grates at storm sewer inlets.

F. Driveways.

- (1) Residential driveways shall be a maximum of 32 feet in width measured at the outer limit of the right-of-way. Residential driveways shall have a flare on both sides of the driveway, beginning at the front of the sidewalk and extending to the back of the curb or edge of cartway pavement when no curbs are constructed. Each flare shall have a width of four feet as measured at the back of the curb or edge of cartway pavement.
 - (a) The maximum curb cut for a residential driveway shall be 40 feet in length.
 - (b) There shall be a minimum 15 feet of separation from the edge of a driveway throat to edge of the adjacent driveway throat.
 - (c) Exceptions to the maximum width and associated curb cut may be granted with the unanimous consent of the Reviewing Agencies.
 - (d) Curb cuts shall be approved by the Street Superintendent and requires a permit in accordance with Section 340-4.1 of the City of Seward Municipal Code.
- (2) Driveways shall be paved from the outer limit of the right-of-way to the back of the curb or edge of cartway pavement with Portland cement concrete (PCC) utilizing an NDOT 47B mix design with Type 1PF cement with no less than a minimum compressive strength of 3,500 pounds per square inch (psi) at 28 days with a minimum thickness of 6 inches. The thickness standard is minimum actual thickness and not nominal.
- (3) Driveways shall slope toward the adjacent cartway and shall achieve a rise in grade of no less than six inches (6") from the flow line of the gutter.

G. Alleys.

- (1) Alleys are prohibited outside of planned unit development (PUD) or traditional neighborhood development (TND) subdivisions. Alleys for PUD and TND developments may be approved with the unanimous consent of the Reviewing Agencies.
- (2) Where approved, alleys shall be paved with Portland cement concrete (PCC) utilizing an NDOT 47B mix design with Type 1PF cement with no less than a minimum compressive strength of 3,500 pounds per square inch (psi) at 28 days with a minimum thickness of 6 inches and shall have a minimum width of 14 feet. The thickness standard is minimum actual thickness and not nominal.
- (3) Parking is prohibited in alleys per Section 382-4.8 of the City of Seward Municipal Code.

H. Right-of-way.

- (1) Measurement. The right-of-way of a street shall be measured from lot line to lot line, and shall be wide enough to contain the cartway, curbs or shoulder, sidewalks and sidewalk setbacks, other necessary graded areas, and utilities.
- (2) Any right-of-way that continues an existing street shall be no less than that of the existing street.
- (3) The requirements for rights-of-way for functional categories of roads is set forth in Table 40B.
- (4) Dedications. Dedications of rights-of-way for collector, community, or arterial streets shall be made consistent with the *Seward Comprehensive Plan*.

I. Street design standards.

(1) Pavement.

(a) All streets shall be paved in accordance with the City of Seward *Standard Specifications for Municipal Construction* and on details shown on the *Seward Standard Plans*. All streets shall be paved with either Portland cement concrete (PCC) or a 2-½ inch thick asphaltic concrete (AC) surface layer over a PCC base. Exceptions to hard surface pavement requirements are limited to the following:

[1] Local and Collector streets in Rural subdivisions may utilize a gravel or crushed rock surface subject to submission of a petition by the platting owners binding themselves and all succeeding property owners to agree that all Urban circulation system design requirements would be completed and paid for by a special assessment project if the subdivision were annexed by the City. Such petition shall waive any required resolution of necessity, any applicable limitations of the amount that could be assessed against subdivision property owners, including intersection costs, and other costs normally paid by the City in special assessment projects. Gravel roads shall be constructed with a surface course and a base foundation course graded to a 4% crown (1/2 inch for every foot of width) for proper drainage. Gravel used in paving Rural roads shall meet the gradation requirements listed in the City of Seward *Standard Specifications for Municipal Construction* and on details shown on the *Seward Standard Plans*. The width of gravel from shoulder point to shoulder point shall equal the Urban cartway width with curbs to enable future hard pavement without widening the sub-base. If hard-surfaced at the time of development, streets in Rural subdivisions shall follow the requirements provided herein to enable upgrade to Urban design standards without complete reconstruction of the circulation system.

(b) Street pavement thickness shall relate to the role of the street in the hierarchy, subgrade conditions, and pavement type. Pavement thickness requirements are set forth in Table 40C. The thickness standard is minimum actual thickness and not nominal.

(c) Cartways shall be paved with Portland cement concrete (PCC) utilizing a NDOT 47B mix design with type 1PF cement with no less than a minimum compressive strength of 3,500 pounds per square inch (psi) at 28 days.

(d) Pavements shall be allowed to cure for a minimum of seven days and meet a compressive strength of 3,500 psi prior to any vehicular loading, including construction vehicles and equipment.

(2) Cartway Cross-Section

(a) Except at intersections, cartway paving shall be designed with the top of curbs level from one side to the other.

(b) All paved cartway surfaces shall have a transverse slope (i.e., crown) of 2% from the centerline to each gutter line. Where medians are present, the transverse slope shall be 2% from the face of the median curb to the gutter line. Where allowed, all unpaved cartway surfaces shall have a transverse slope of 4%.

(c) Urban streets, the transverse slope from the top of the sidewalk to the top of the curb shall be a minimum of 2% (1 inch in 4 feet) in the direction of the curb. Exceptions may be granted where drainage must be directed away from the curb by unanimous consent of the Reviewing Agencies. In such areas, the transverse slope away from the top of the curb shall not exceed 2%.

(d) Minimum travel lane widths are set forth in Table 40D.

(e) Cartways shall conform to the typical Urban and Rural cross sections provided in the *Seward Standard Plans*.

(3) Horizontal Alignment

(a) All changes in horizontal alignment shall be connected by circular curves. Minimum centerline radii are set forth in Table 40D.

(b) A straight-line tangent having a minimum length of 100 feet shall be provided

between adjacent non-compound horizontal curves where the sum of the curve radii is less than 600 ft.

(4) Street grades and Vertical Alignment.

- (a) Maximum permitted longitudinal grades are set forth in Table 40E. In typical circumstances, the minimum permitted longitudinal gradient shall be 1.0%. In exceptional circumstances, the City Engineer may permit gradients of less than 1.0%; however, under no circumstances shall the gradient be less than 0.4%.
- (b) Approach grades at intersections shall not exceed 3.0%. Longitudinal grades at intersections shall be as close to 1.0% as possible, but under no circumstances shall the gradient be less than 0.4%.
- (c) Changes in longitudinal grades shall be designed using parabolic vertical curves. Where the algebraic difference between two grades expressed as a percent is less than 1.0 percent, no curve is required. The minimum length of vertical curves necessary to provide adequate safe stopping sight distance shall be determined using the following formula:

$$L = K \cdot A$$

Where:

L = Minimum length of curve as measured in a horizontal plane.

K = A measure of curvature, values of which are set forth in Table 40.D

A = The algebraic difference between the grades of tangents to the curve, expressed as a percent.

- (d) In subdivisions that abut Minor and Major Arterials which have not yet been improved to Arterial standards, grades at intersections and abutting property grading shall be designed to accommodate the future grades of the Arterial street.

(5) Street intersections.

- (a) Unobstructed sight distances shall be provided at all street intersections and alley intersections for vehicular and pedestrian safety. Fences, walls, plantings or other obstructions greater than 24 inches in height above grade shall not be placed in the sight triangle established in Figures 40.1 through 40.5 with the exception of traffic control devices, light poles, railroad signals, parking meters, mail boxes mounted on posts no greater than 4 inches by 4 inches, and chain link fences free of shrubbery, vines, or other visual obstructions.
- (b) Streets shall intersect at right angles (90 degrees), unless limited by topography, existing street alignments, or other clearly defined constraints. In exceptional circumstances, the City Engineer may permit angles of intersecting streets different than 90 degrees, but in such circumstances shall intersect as nearly as possible to right angles. Under no circumstances shall the angle of intersection deviate from right angles by more than 10 degrees (i.e., 80 degrees to 100 degrees).
- (c) Only two streets shall intersect at a single intersection. Exceptions may be granted within traditional neighborhood development (TND) or planned unit development (PUD) subdivisions by unanimous consent of the Reviewing Agencies.
- (d) Local streets shall minimize intersections with Major Arterials. Intersections of all street types with Major Arterial streets shall not occur at intervals of less than 1,100 feet.
- (e) New intersections along one side of an existing or proposed street shall align with intersections on the other side of the street.
- (f) Offsets between adjacent intersections shall measure a minimum of 150 feet between center lines. The use of T-intersections is encouraged on Local streets within the interior of a subdivision.
- (g) Minimum curb radii at intersections are set forth in Table 40B.
- (h) Where a curvilinear street intersects another street, a straight tangent section

shall be required at the approach to the intersection. The length of this straight tangent section is dependent upon the radius of curvature. The minimum straight tangent lengths are set forth in Table 40F.

(6) Roundabouts

- (a) Roundabout intersections are generally used in residential districts as traffic calming devices, to improve safety by reducing conflict points, to reduce delay and accommodate capacity while avoiding signal or stop sign control, and for aesthetic purposes.
- (b) All roundabouts shall be designed and constructed in accordance with the City of Seward *Standard Specifications for Municipal Construction* and on details shown on the *Seward Standard Plans*.
- (c) Abutting properties shall not be permitted direct access to the roundabout. The centerline of driveways shall be no closer than 100 feet from the inscribed circle diameter. Mailboxes shall not be installed within 40 feet from the nose of the splitter island.
- (d) Successive roundabouts shall be a minimum of 900 feet apart as measured from center to center.
- (e) Differential design speed of the various geometric elements of a roundabout shall be minimized.
- (f) The design vehicle for all roundabouts shall not be smaller than WB-40. The design vehicle for roundabouts on Collector and Arterial streets shall not be smaller than WB-50. The Reviewing Agencies may require roundabouts to accommodate larger design vehicles based on the projected traffic.
- (g) The centerline of all approach legs shall pass through the center of the inscribed circle. In exceptional circumstances, a slight offset of an approach leg alignment to the left of the inscribed circle center may be granted by the City Engineer for the purposes of enhancing the entry curvature to improve flow. Under no circumstances shall the alignment of an approach leg be offset to the right.
- (h) For roundabouts with four or five approach legs, the angles between approach legs shall be equal (90 degrees for four approach legs, 72 degrees for five approach legs), unless limited by topography, existing street alignments, or other clearly defined constraints. In exceptional circumstances, the City Engineer may permit unequal angles between approach legs, but in such circumstances shall be as equal as possible. Under no circumstances shall the angle between any two adjacent approach legs be less than 70 degrees.
- (i) The inscribed circle of single lane roundabouts shall have a minimum diameter of 110 feet. The inscribed circle of dual lane roundabouts shall have a minimum diameter of 150 feet.
- (j) The entry width for single lane roundabouts shall be a minimum of 14 feet. The difference in width between the travel lane of the approaching street and the roundabout entry shall be accomplished with a flare. The start of the flare shall be a minimum of 80 feet before the point perpendicular to the junction of the entry curve and the circulatory roadway.
- (k) Single lane roundabouts shall have a minimum circulatory lane width of 14 feet. Dual lane roundabouts shall have a minimum circulatory lane width of 32 feet.
- (l) Concrete curbs shall be installed on both sides of the approach legs, along the entire outer circle and inner circle, and completely around all splitter islands. The inside circle, outer circle, and splitters islands shall each have a truck apron of a minimum width of four feet behind a mountable curb.
- (m) Obstructions are prohibited within the sight triangles developed for the stopping and intersection sight distances to the crosswalk on approach, to the yield line on approach, the circulatory lanes, and to the crosswalk on exit. Stopping sight distances shall be measured along the travel lane curvature. Sight lines shall be straight.
- (n) The public right-of-way shall extend no less than 17 feet from the outside curb

of the roundabout.

- (o) Pedestrian crossings shall be provided at each approach leg to complete the pedestrian circulation system. The approach sidewalk pavement width shall be eight feet and shall be located directly across from and align with the pedestrian walkway in the splitter island.
- (p) The splitter island shall be a minimum of 50 feet in length. Where pedestrian crossings are provided, the island shall be subdivided into two islands separated by a 10 foot wide pedestrian walkway a minimum of 25 feet from the inscribed circle. The pedestrian walkway shall match the street pavement elevation to avoid a ramp, shall include a transverse slope of 2.0% (1 inch in 4 feet) in both directions from the centerline of the island, and shall include an ADA-compliant detectable warning panel on both match lines with the street pavement.
- (q) Where a curvilinear street intersects a roundabout, a straight tangent section shall be required at the approach to the intersection. The length of this straight tangent section is dependent upon the radius of curvature. The minimum straight tangent lengths are set forth in Table 40F.
- (r) Parking shall be prohibited within the roundabout and within all approach legs. Parking shall not intersect the Stopping Sight Area developed from the Approach Sight Distance. Parking shall not encroach on the approach or exit travel lanes. Under no circumstances shall parking be permitted within 20 feet from the nose of the splitter island.
- (s) Landscaping is prohibited on the splitter islands of single lane roundabouts. Landscaping on splitter islands for dual lane roundabouts shall not interfere with stopping or intersection sight distances and is prohibited from areas within the sight triangles.
- (t) The center island shall be landscaped using approved plant materials and shall include three deciduous and two evergreen trees of an approved species with a minimum caliper size of two inches. Trees shall have a mature width that does not exceed 25 feet. Deciduous tree selection shall be derived from the list of approved street tree species and evergreen tree selection shall be derived from the list of approved business park tree species, both lists maintained by the City Tree Board. Landscape maintenance and replacement shall be the responsibility of the abutting property owners, a homeowners association, or other private entity. A landscape plan shall be submitted for approval by the Reviewing Agencies. All landscape materials to complete the approved landscape plan shall be installed within one calendar year from the completion of paving of the roundabout.

[1] All areas of the center island within the sight triangles shall be landscaped with low-growing, mowable turf grass. All landscaping within six feet of the center island curb shall be low-growing, mowable turf grass. Areas within the perimeter established rotating the tangents of the intersection sight triangles are not subject to sight distance requirements.

[2] Center islands shall be provided with an irrigation system.

(7) Block size.

- (a) The length, widths, and shapes of blocks shall be suited to the proposed land use and design of the proposed subdivision. Blocks within urban subdivisions shall not exceed 600 feet in length, unless necessitated by exceptional topography or other demonstrable constraints. Blocks within rural subdivisions shall not exceed 1,320 feet. Exceptions to the length requirement shall be approved with the unanimous consent of the Reviewing Agencies.
- (b) Blocks without an outlet greater than 150 feet require a turnaround in the form of a Cul-de-sac or temporary turnaround as measured from the point of intersection to the edge of pavement.

(8) Culs-de-sac.

- (a) Cul-de-sac streets designed to have one end permanently closed shall not exceed 600 feet in length and shall be designed so that vision from entrance to end is

not restricted. A longer length is permissible within conservation developments or in the case of unconventional developments, such as golf course subdivisions. Exceptions to the length requirement shall be approved with the unanimous consent of the Reviewing Agencies.

(b) The closed end of a cul-de-sac shall have a turnaround of sufficient diameter to accommodate the turning radii of a WB-40 design vehicle. Minimum diameters are set forth in Table 40B. This diameter may be increased by the Reviewing Agencies if deemed necessary in the case of a commercial or industrial subdivision. In very low density subdivisions, the Reviewing Agencies may allow the use of hammerhead designs or other nonstandard designs.

(c) Culs-de-sac shall not intersect a Major or Minor Arterial.

(9) Specific design standards are established by the City of Seward's *Subdivision Design Manual* and the *Seward Standard Plans*.

J. Cartway Access.

(1) Local streets. Each parcel shall be allowed one private driveway onto the adjacent local street. There shall be a minimum 15 feet of separation from the edge of a driveway throat to edge of the adjacent driveway throat.

(2) Collector streets. Each parcel shall be allowed one private driveway onto the adjacent collector street. There shall be a minimum 50 feet of separation between the centerlines of two adjacent driveways.

(3) Minor Arterial streets. Each parcel shall be allowed one private driveway onto the adjacent local street. There shall be a minimum 100 feet of separation between the centerlines of two adjacent driveways.

(4) Major Arterial streets. Driveways or access from adjacent properties shall not be allowed onto the adjacent major arterial street.

(5) Roundabouts. The centerline of driveways shall be no closer than 100 feet from the inscribed circle diameter of the roundabout.

(6) Highways. All access to an adjacent state highway shall be controlled by the Nebraska Department of Transportation (NDOT).

(7) Exceptions to the access requirements for local, collector, and arterial streets shall be approved with the unanimous consent of the Reviewing Agencies.

K. Horizontal Clear Zone.

(1) Cartways shall have a horizontal clear zone free of non-shielded obstacles. Exceptions include traffic control devices, railroad signals, railroad tracks, bridges and bridge rails, ditches, drainage inlets, drainage flumes, culverts, driveways, intersections, bikeways and share-use paths, earth dikes, curbs, raised islands, guardrails, median barriers, crash cushions, concrete barriers, barrier curb, parking meters, and mail boxes. Roadway light poles in the Horizontal Clear Zone shall have frangible bases to provide a breakaway feature.

(2) Minimum lateral obstacle clearance for curbed sections shall be 2 feet as measured from the back of the curb to the face of the obstacle or 6 feet as measured from the edge of the traveled way to the face of the obstacle, whichever is greater.

(3) Minimum lateral obstacle clearance for sections non-curbed sections shall be 8 feet as measured from the edge of the traveled way to the face of the obstacle.

§ 410-40.4 Utilities.

A. Electric

(1) Electric power lines shall be provided by underground wiring within easements or public rights-of-way, except where, in the opinion of the Reviewing Agencies, such location is not feasible. Poles for permitted overhead lines shall be placed in rear lot line easements; or in other locations designed to reduce their visual impact.

(2) New lots adjacent to existing overhead service may utilize that service; however, new local service connections shall be underground.

(3) Year-round screening of any aboveground utility apparatus is required. Screening

shall be consistent with the landscape and screening standards set forth in Article 33 of this chapter.

B. Communication

- (1) All telephone, television, copper wire, coaxial cable, fiber optic cable and other communication lines shall be provided by underground wiring within easements or public rights-of-way, except where, in the opinion of the Reviewing Agencies, such location is not feasible. Poles for permitted overhead lines shall be placed in rear lot line easements; or in other locations designed to reduce their visual impact.
- (2) New lots adjacent to existing overhead service may utilize that service; however, new local service connections shall be underground.
- (3) Year-round screening of any aboveground utility apparatus is required. Screening shall be consistent with the landscape and screening standards set forth in Article 33 of this chapter.

C. Sanitary Sewer

- (1) Sanitary sewer lines shall be aligned with the centerline of the cartway, except where, in the opinion of the Reviewing Agencies, such location is not feasible. Sanitary manhole covers shall be aligned with the crown of the road.

§ 410-40.5 **Street Trees.**

- A. For all lots abutting the public right-of-way, one tree of an approved species with a minimum caliper size of two inches shall be planted and maintained for each 150 feet of lot frontage and if applicable for each 150 feet of lot sideage with a minimum of one tree per lot on the frontage and if applicable a minimum of one tree per lot on the sideage. Existing trees approved by the City of Seward Tree Board for preservation shall be counted toward satisfaction of this requirement.
- B. Street tree selection shall be derived from the list of approved street tree species maintained by the City of Seward Tree Board.
- C. Street trees shall be planted between the back of the curb and the front of the sidewalk. If the distance between the back of curb and front of sidewalk is less than six feet, the street tree shall be planted between the back of the sidewalk and the edge of the public right-of-way provided that the distance between the two is a minimum of five feet. Street trees shall not be planted under or within ten lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, sewer line, transmission line or other utility, line, wire or main. Street trees shall not be planted within ten feet of any fire hydrant and twenty feet of any street light.
- D. Exceptions to the street tree requirement may be granted only if no site can be found along the entire length of the lot frontage and if applicable also along the entire length of the lot sideage. Exceptions shall be approved with the unanimous consent of the Reviewing Agencies.

Table 40A Street Hierarchy

Street Type	Function	Guideline Minimum Design Speed^{1,2}	Guideline Maximum ADT³
Lane or Court	Street providing access to no more than 12 housing units.	25 mph	120 – 150
Cul-de-sac	A turning area provided at the closed end of a street opened at one end only.	25 mph	120 – 150
Local	Provides frontage to lots and carries traffic with origin or destination on street itself. Carries least traffic at lowest speed. East-west orientation provides best solar access. Local residential streets usually do not interconnect with adjoining neighborhoods or subdivisions.	30 mph	250 – 1,000
Boulevard	A type of arterial road with special features and limitations, commonly divided with a wide planted median, typically with limited access to local streets and without access to driveways.	35 mph	1,000 – 2,500
Collector	Conducts and distributes traffic between local streets and major streets in the community. Carries larger volume of traffic. Residential collectors interconnect and provide through access between residential neighborhoods. Collector streets should preserve one through traffic lane in each direction, without encroachment by parking. Collectors may be included in the City's surface transportation program system for federal aid.	35 mph	1,000 – 2,500
Frontage	A street that generally runs parallel to a controlled-access arterial and provides access to individual properties along its length.	35 mph	1,000 – 2,500
Minor Arterial	Provides community-wide access between residential neighborhoods and to other activity centers in Seward, including downtown and major commercial facilities. Direct access may be provided to other arterial streets. Parking should generally be prohibited on other arterials. Other arterials should be excluded from residential areas. These streets are part of the surface transportation program system for federal aid.	40 mph	2,500 – 7,500
Major Arterial	Inter-regional road in the street hierarchy. Conveys traffic between activity centers, often at high speeds and with limited access. Should be excluded from residential areas. These streets are part of the surface transportation program system for federal aid.	45 mph	>7,500

Notes:

1. Minimum design speed subject to modification by the City based on anticipated traffic patterns, pedestrian interactions, and other uses.

2. The design speed generally exceeds the posted speed by a minimum of 5 miles per hour (mph).

3. ADT = average daily traffic.

Table 40B Street Design Standards

Classification	Zoning	Street Type	Cartway Width [ft]	Curb	Min Curb Radius [ft]	Sidewalk	Min ROW Width [ft]
Urban							
	Residential	Lane or court	25	Not req'd	20	Not req'd	50
		Cul-de-sac	86 Dia	Required	60	Required	120 Dia
		Local	28	Required	25	Required	66
		Boulevard (divided)	48	Required	25	Required	76
		Boulevard (undivided)	32	Required	25	Required	66
		Collector	32	Required	30	Required	66
	Industrial/ Commercial	Cul-de-sac no parking	100 Dia	Required	60	Required	122 Dia
		Cul-de-sac with parking	110 Dia	Required	60	Required	122 Dia
		Local no parking	32	Required	30	Required	66
		Local with parking	38	Required	30	Required	66
		Boulevard (divided)	54	Required	35	Required	82
		Boulevard (undivided)	36	Required	35	Required	66
		Collector	32	Required	35	Required	66
		Frontage	32	Required	35	Required	60
	All	Minor Arterial	38	Required	35	Required	66 - 80
		Major Arterial	38	Required	35	Required	66 - 80
Classification	Zoning	Street Type	Cartway Width [ft]	Curb	Min Pavement Radius [ft]	Sidewalk	Min ROW Width [ft]
Rural	Agricultural or Rural Residential	Local	24	Not req'd	29	Not req'd	66
		Collector	28	Not req'd	34	Not req'd	66
		Frontage	28	Not req'd	34	Not req'd	60
		Arterial	28	Not req'd	34	Not req'd	66
Classification	Zoning	Street Type	Shoulder to Shoulder Width ² [ft]	Curb	Min Pavement Radius [ft]	Sidewalk	Min ROW Width [ft]
Rural	Agricultural or Rural Residential	Local - gravel	28	Not req'd	29	Not req'd	66
		Collector - gravel	32	Not req'd	34	Not req'd	66

Notes:

1. ROW: public right-of-way.
2. Width of gravel surface, measured from the point of shoulder to point of shoulder.

Table 40C Street Pavement Thickness Requirements

Classification	Zoning	Street Type	Min PCC ¹ Pavement Thickness [in]	Min AC ² Class 1 ³ Pavement Thickness [in]	Min Gravel Thickness ⁴ [in]
Urban					
	Residential	Lane or court	6	5	Not Allowed
		Cul-de-sac	7	5	Not Allowed
		Local	7	5	Not Allowed
		Boulevard (divided)	7	6½	Not Allowed
		Boulevard (undivided)	7	6½	Not Allowed
		Collector	7	6½	Not Allowed
	Industrial/ Commercial	Cul-de-sac	7	7½	Not Allowed
		Local	7	7½	Not Allowed
		Boulevard (divided)	7	7½	Not Allowed
		Boulevard (undivided)	7	7½	Not Allowed
		Collector	7	8½	Not Allowed
		Frontage	7	6½	Not Allowed
	All	Minor Arterial	8	7½	Not Allowed
		Major Arterial	8	7½	Not Allowed
Rural					
	Agricultural or Rural Residential	Local	7	5	6
		Collector	7	6½	7
		Frontage	7	6½	7
		Arterial	8	7½	9

Notes:

1. PCC = Portland cement concrete
2. AC = Asphaltic Concrete
3. Asphaltic Concrete Pavement Class 1 consists of a 2½" AC surface course atop a PCC base course.
4. Gravel surfaced Rural roads consist of a 3" surface coarse above a base foundation coarse.

Table 40D Standards for Horizontal and Vertical Alignment

Classification	Zoning	Street Type	Min Lane Number & Width [ft]	Min Horizontal Curve Radius [ft]	Min Stopping Sight Distance [ft]	Design K Value ²	
						Crest [ft]	Sag [ft]
Urban							
	Residential	Lane or court	Two 10-ft	150	150	20	30
		Cul-de-sac	Two 11-ft	N/A	N/A	N/A	N/A
		Local	Two 11-ft	205	155	20	30
		Boulevard (divided)	Two 10-ft	420	150	40	45
		Boulevard (undivided)	Two 10-ft	420	150	40	45
		Collector	Two 12-ft	420	250	40	45
	Industrial/ Commercial	Cul-de-sac	Two 12-ft	N/A	N/A	N/A	N/A
		Local	Two 12-ft	300	200	20	30
		Boulevard (divided)	Two 12-ft	420	250	40	45
		Boulevard (undivided)	Two 12-ft	420	250	40	45
		Collector	Two 12-ft	420	250	40	45
		Frontage	Two 12-ft	420	250	40	45
	All	Minor Arterial	Two 12-ft	565	305	60	55
		Major Arterial	Two 12-ft	730	360	80	68
Rural							
	Agricultural or Rural Residential	Local	Two 10-ft	205	150	20	30
		Collector	Two 11-ft	300	250	40	45
		Frontage	Two 11-ft	300	250	40	45
		Arterial	Two 11-ft	730	350	80	68

Notes:

1. Longitudinal grade at the cartway centerline.
2. K = A measure of curvature. See Sub-section 410-40.3.I(4)(c)

Table 40E Standards for Longitudinal Grades

Classification	Zoning	Street Type	Maximum Grade¹ >130 ft from Intersection [ft/ft, %]	Maximum Grade¹ <130 ft from Intersection [ft/ft, %]	Maximum Grade¹ <70 ft from Intersection [ft/ft, %]
Urban					
	Residential	Lane or court	10%	10%	3%
		Cul-de-sac	8%	8%	3%
		Local	8%	8%	3%
		Boulevard (divided)	8%	8%	3%
		Boulevard (undivided)	8%	8%	3%
		Collector	8%	8%	3%
	Industrial/ Commercial	Cul-de-sac	8%	8%	3%
		Local	8%	8%	3%
		Boulevard (divided)	8%	8%	3%
		Boulevard (undivided)	8%	8%	3%
		Collector	7%	7%	3%
		Frontage	7%	7%	3%
	All	Minor Arterial	6%	3%	3%
		Major Arterial	6%	3%	3%
Rural					
	Agricultural or Rural Residential	Local	8%	8%	3%
		Collector	7%	7%	3%
		Frontage	7%	7%	3%
		Arterial	6%	3%	3%

Notes:

3. Longitudinal grade at the cartway centerline.

Table 40F Standards for Intersections and Roundabouts on Curvilinear Streets

Centerline Radius [ft]	Minimum Tangent Length [ft]
≤150	100
≤175	90
≤200	80
≤225	75
≤250	70
≤275	65
≤300	60
≤350	50
≤400	20
>400	No tangent required

VISUAL SIGHT TRIANGLES AT THE INTERSECTION OF STREETS

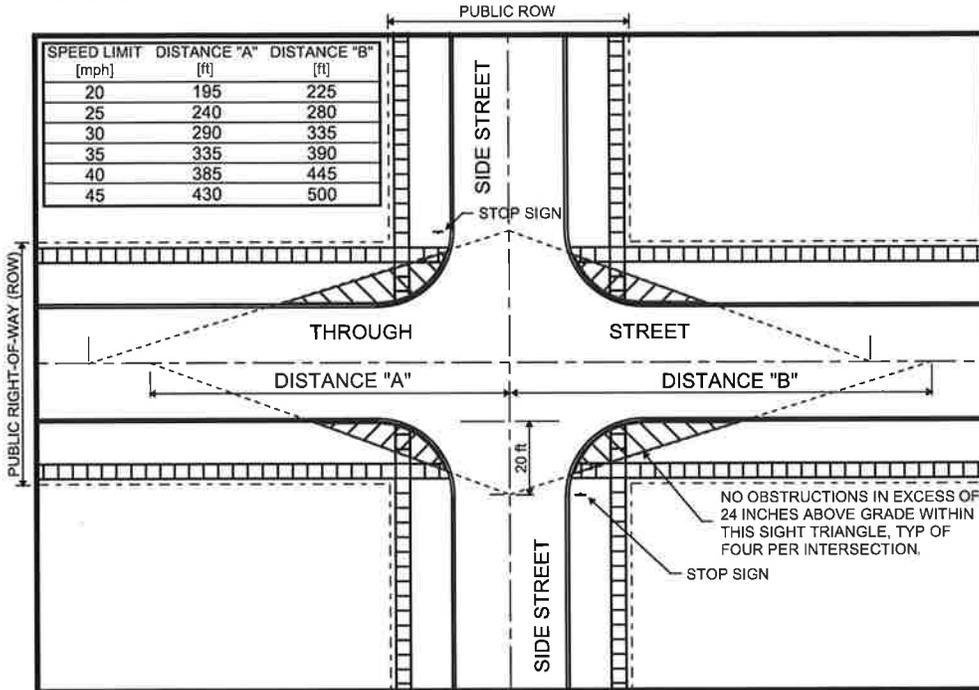


FIGURE 40.1. CASE 1: SIGHT TRIANGLE FOR STOP SIGN CONTROLLED INTERSECTION OF TWO STREETS.

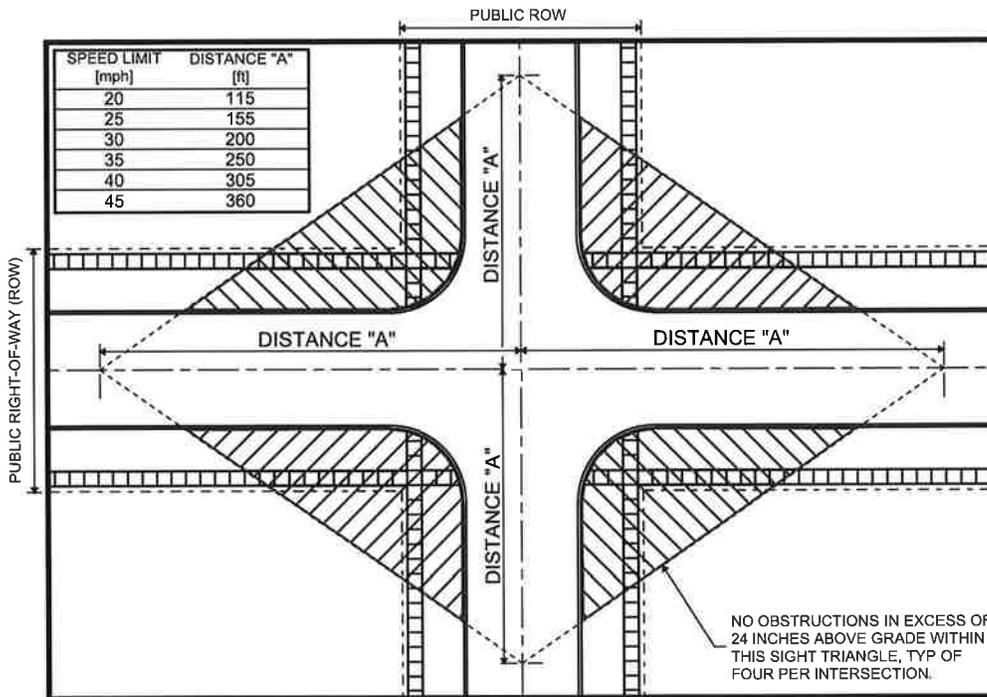


FIGURE 40.2. CASE 2: SIGHT TRIANGLE FOR UNCONTROLLED OR YIELD CONTROLLED INTERSECTION OF TWO STREETS.

VISUAL SIGHT TRIANGLES AT THE INTERSECTION OF ALLEYS AND STREETS

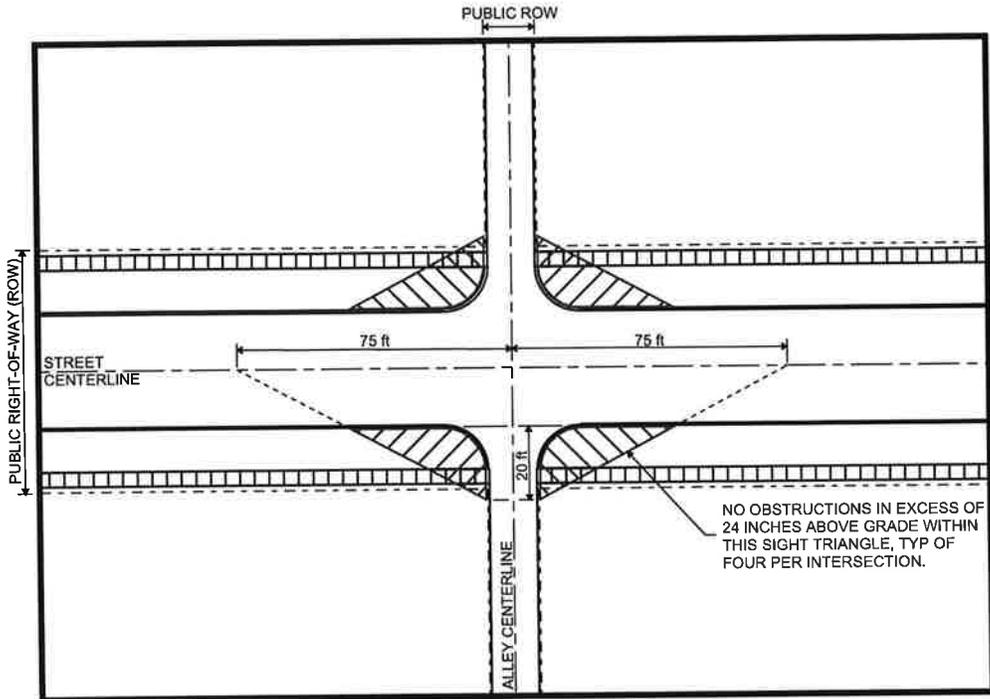


FIGURE 40.3. CASE 3: SIGHT TRIANGLE FOR INTERSECTION OF ALLEY WITH LOCAL STREET.

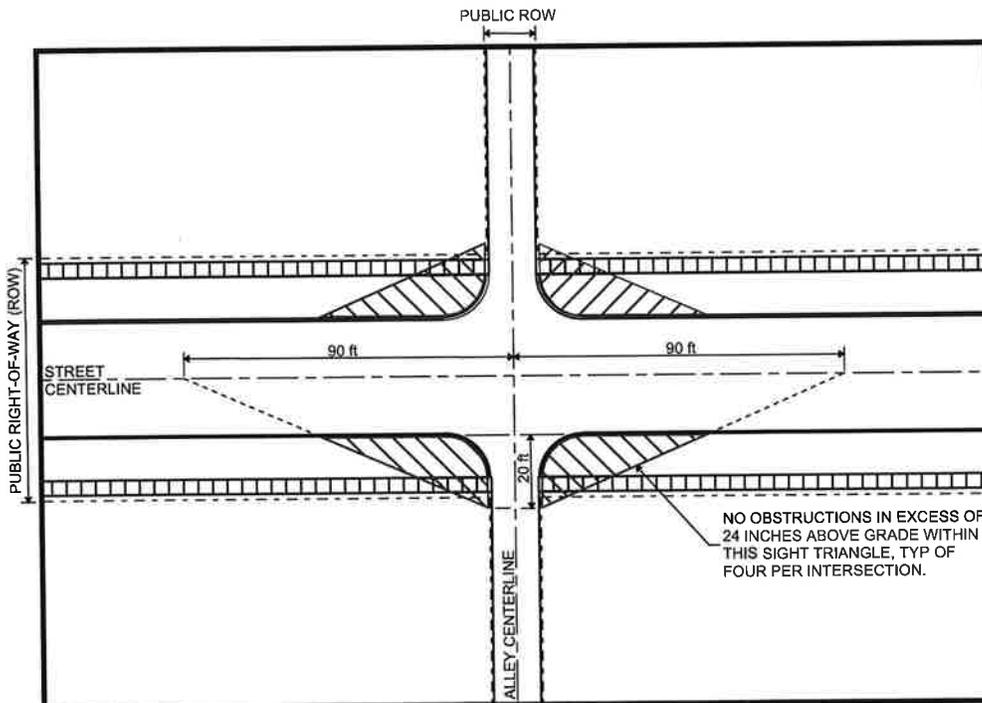


FIGURE 40.4. CASE 4: SIGHT TRIANGLE FOR INTERSECTION OF ALLEY WITH COLLECTOR STREET, MINOR ARTERIAL, OR MAJOR ARTERIAL.

VISUAL SIGHT TRIANGLES AT THE INTERSECTION OF ALLEYS AND STREETS

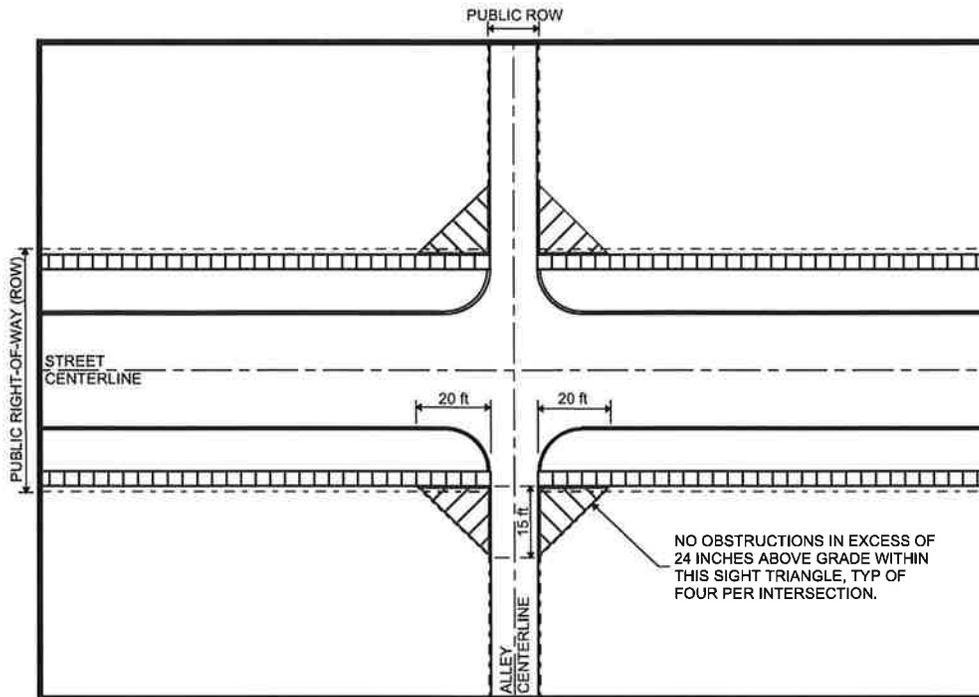


FIGURE 40.5. CASE 5: SIGHT TRIANGLE FOR SIDEWALKS AT INTERSECTION OF ALLEY WITH LOCAL STREET.

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 _____, 2021

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST: _____
Bonnie Otte
City Clerk/HR Director

Article 40 Circulation System Design

§ 410-40.1 Purpose.

The purpose of this article is to assure the development of functional and safe circulation patterns within new subdivisions, in order to encourage economical and effective movement of motor vehicles, bicycles, and pedestrians; provide access for public safety vehicles; and encourage the development of circulation systems that enhance the quality of life within new and existing neighborhoods in the City of Seward and its planning jurisdiction.

§ 410-40.2 General standards.

The design of circulation systems should conform to the following general standards and requirements:

A. Classification

(1) Circulation system design is based upon the adjacent development, defined as either "Urban" or "Rural" as follows:

(a) Rural: residential or predominately agricultural land use where average lot frontage exceeds 150 feet and subdivisions are not provided with urban services, including municipal water and/or sanitary sewer. Rural subdivisions are typically located within a Rural Residential (RR) or Agricultural (AG) Districts outside of the City corporate limits, but within the City's extraterritorial jurisdiction (ETJ).

Commented [MO1]: Relocated from 40.3.C Curbs, gutters, and shoulders. below

(b) Urban: residential land use where average lot frontage is less than or equal to 150 feet and subdivisions are provided with municipal water or sanitary sewer service; or adjacent land uses include commercial, office, industrial, or civic use types.

Commented [MO2]: Relocated from 40.3.C Curbs, gutters, and shoulders. below

(c) At the discretion of the City, some sections of the circulation system within City corporate limits may be designed in accordance with a Rural classification, limited to sections that have no current or future residential, commercial or industrial development. The limited sections are typically located within a designated Floodplain, where development is prohibited.

Commented [MO3]: Matches design of E. Seward St., but does not allow lack of curbs along Cottonwood, for example.

(2) Classification changes from "Rural" to "Urban" at the time of annexation.

(a) At the time of annexation, the circulation system, including cartway, sidewalks, storm drainage, and all other aspects of the circulation system shall be upgraded to Urban classification standards.

(b) The intent of the Rural classification and requisite design requirements are to enable upgrade to Urban design standards without complete reconstruction of the circulation system.

B. Reviewing Agencies.

(1) The Reviewing Agencies consist of the Street Superintendent, the City Engineer, and the Building/Zoning and Code Enforcement Director.

(2) All plans including circulation system design and drainage facilities shall be reviewed and approved by the Street Superintendent, the City Engineer, and the Building/Zoning and Code Enforcement Director to insure compliance with the requirements herein.

(a) All plans reviewed and approved by the Reviewing Agencies are subject to subsequent review and

approval by the Seward Planning Commission and the Seward City Council.

(b) All exceptions, special circumstances, and other items approved by the Reviewing Agencies as provided for herein are subject to subsequent review and approval by the Seward Planning Commission and the Seward City Council.

ABC. ReadCartway system design.

(1) The read-cartway system shall be designed: to permit safe and orderly movement of vehicular traffic; to facilitate pedestrian and bicycle traffic and minimize conflict between the various forms of circulation; to meet but not exceed needs of the present and future served population; to be simple and logical; to respect natural features, topography, and landscape; and to present an attractive streetscape.

(2) The system shall conform with the City's Seward Comprehensive Development Plan. For streets not shown on the Seward Comprehensive Development Plan, the arrangement of streets shall provide for the logical extension of existing streets.

(3) The street network of a subdivision shall ould provide for logical, continuous extensions of streets to subsequent later future developments.

(a) Such extensions shall make provision, when necessary, with a temporary turnaround with a radius of at least 50 feet shall be located at the end of streets that will logically be extended. Construction of temporary turnarounds shall follow standards established by the City of Seward Standard Specifications for Municipal Construction and on details shown on the Seward Standard Plans.

(4) The system shall provide adequate traffic flow through a subdivision and provide at least two routes from each lot within the subdivision to the rest of the City, except as explicitly permitted by the approving authorities Reviewing Agencies. Additionally, the system should be designed to discourage through traffic from using local streets.

(5) Continuity of Arterial or Collector streets.

Commented [MO4]: Relocated from 40.3.H(2)

(a) No subdivision shall prevent the extension of Arterial or Collector streets through and beyond the subdivision. The subdivision developer may plan and design collector streets not designated in the Seward Comprehensive Development Plan, subject to the unanimous consent of the Reviewing Agencies.

(5) Internal Connectivity Index.

(a) The system should provide good internal street network connectivity. Internal connectivity shall be measured by a Connectivity Index, calculated as:

$$CI = N \cdot L$$

Where:

CI = The Connectivity Index

N = The number of nodes (including intersections and cul-de-sac heads) in a subdivision.

L = The number of street links defined by those nodes.

(b) A desirable target for street connectivity is an index of 1.20 or greater.

BD. Pedestrian ~~and bicycle~~ systems, Bikeways and Shared-use Paths.

Commented [MO5]: NDOT terminology

- (1) A continuous and unobstructed pedestrian system consisting of a hard surface paved sidewalk shall be provided within each nonindustrial subdivision, designed to conduct pedestrians between every point in the subdivision in a safe manner. Sidewalk design standards are located in Sub-section 410-40.3.D
- (2) In conventional subdivisions, the pedestrian system ~~will ordinarily shall~~ be provided by sidewalks placed parallel to and located on both sides of each street, with exceptions permitted to preserve natural features, create visual interest, or maintain greenways and pedestrianways proposed in the *Seward Comprehensive Development Plan*.
- (3) In innovative developments, the pedestrian system may be an independent network diverging from streets but providing continuous pedestrian access between all points. The pedestrian system for all innovative developments shall be approved by unanimous consent of the Reviewing Agencies.
- (4) All aspects of the pedestrian system, including sidewalks and intersection crossings, ~~must shall be designed to~~ comply with the Americans with Disabilities Act (ADA) and and the Public Right-of-Way Accessibility Guidelines (PROWAG).
- (5) Bikeways or ~~recreational trails~~ Shared-use Paths shall be required ~~only~~ if specifically indicated by the *Seward Comprehensive Development Plan* or in conjunction with any Bikeways or Shared-use Paths in any phase of planning, development or design or if required by the City. Any land dedicated for Shared-use Paths ~~trail~~ development shall be credited toward the satisfaction of pedestrian system and open space standards set forth by this chapter.

E. Drainage.

(1) All circulation systems shall be provided with a drainage system to remove excess storm water. Design and construction of drainage facilities shall follow standards established by the City of Seward Standard Specifications for Municipal Construction and on details shown on the Seward Standard Plans.

(2) Where allowed, driveway culverts shall be a minimum size of 18 inches diameter.

Commented [MO6]: Verify with county

(a) Culvert sizing calculations shall be verified by the City Engineer.

§ 410-40.3 **Street hierarchy and design.**

A. Characteristics of the hierarchy.

- (1) Streets shall be classified according to a street hierarchy with design tailored to function.
- (2) The street hierarchy shall be defined by road function and projected average daily traffic (ADT), as calculated by trip generation rates ~~prepared~~ calculated in accordance by with the Institute of Transportation Engineers or other generally accepted standards.
- (3) Each residential street shall be classified and designed to meet appropriate standards for its entire length.
- (4) The applicant shall demonstrate to the satisfaction of the ~~approve~~ Reviewing ~~a~~ Agencies that the

distribution of traffic created by the subdivision will not exceed the design capacity of the proposed street system and its individual segments.

(5) The ~~categories~~ street type, functions, minimum design speed and projected traffic loads of the street hierarchy are set forth in Table 40A.

(6) Courts and Lanes may be designed and constructed to the minimal requirements provided herein on the condition that Courts and Lanes remain private or in private cooperative ownership. The subdivision agreement and plat shall clearly indicate that such streets are private and are not subject to City maintenance or acquisition. Courts or Lanes shall be upgraded to the requirements of Local street prior to a change from private to public ownership.

Commented [MO7]: Moved to 40.3.H(1)(a)[2]

B. Cartway width.

(1) Cartway width for each street classification is determined by parking and curbing requirements based on form or intensity of adjacent development.

(2) To promote economical development of streets, minimum cartway width should generally be used. Minimum cartway widths are set forth in Table 40B.

(3) In locations where the cartway width changes, those changes shall be accomplished using a tapered section. The minimum length of taper in feet shall be calculated by multiplying the offset of the cartway edge in feet by the design speed in miles per hour. Tapers shall not extend through intersections.

C. Curbs, gutters, and shoulders.

(1) Curbing shall be required for the purposes of safety, drainage, and protection of the pavement edge, as set forth in Table 40B. ~~Requirements for curbs vary according to street function and the nature of adjacent development.~~

(2) Curbs where required shall be placed on both sides of all cartways. For cartways that are part of phased construction, the Reviewing Agencies may allow sections of curb omitted if the section of curb obstructs travel lanes in the next phase provided that the subsequent phase is at least in the design process and construction of the subsequent phase is scheduled for construction to commence within 24 months of the placement of pavement in the current phase.

(3) Requirements for curbs and minimum curb radii vary according to street function and the nature of adjacent development are set forth in Table 40B. Adjacent development is defined as "urban" or "rural" as follows:

(a) Rural: residential or predominately agricultural land use where average lot frontage exceeds 150 feet and subdivisions are not provided with urban services, including municipal water and/or sanitary sewer. Rural subdivisions are typically located within an RR District.

Commented [MO8]: Moved to Sub-section 40.2.A - Classification

(b) Urban: residential land use where average lot frontage is less than or equal to 150 feet and subdivisions are provided with municipal water or sanitary sewer service; or adjacent land uses include commercial, office, industrial, or civic use types.

Commented [MO9]: Moved to Sub-section 40.2.A - Classification

- (34) Where curbing is not required, edge definition and stabilization shall be provided to reduce edge degradation over time.
- (45) Where curbing is required, ~~shoulders and drainage swales may be used only if soils or topography make the provision of shoulders preferable to curbs; or~~ an exception may be granted by the unanimous consent of the Reviewing Agencies where the character of an area is preserved by the use of shoulders and drainage swales.
- (56) Shoulders, when developed, shall be at least eight feet in width on each side for all streets; shall begin at the same elevation as the roadway, and shall be located within the right-of-way. Swale width is site-specific. Shoulders shall consist of stabilized turf or other acceptable material.
- (67) All curbs shall be interrupted to provide a smooth transition between sidewalk ramps and road surface for accessibility by handicapped people consistent with the requirements of the Americans with Disabilities Act. The curb cut shall have a tapered section at each side of the sidewalk ramp.
- (78) Curb construction shall follow standards established by the City of Seward Standard Specifications for Municipal Construction and on details shown on the Seward Standard Plans. Curbs may be either combined curb and gutter constructed to a standard two foot width or integral curb.

D. Sidewalks.

- (1) Sidewalk requirements are determined by road classification and intensity of development, as set forth in Table 40BC.
- (2) Where sidewalks are not otherwise required by Table 40BC, the ~~City Council~~ Reviewing Agencies may require their installation if necessary to provide access to generators of pedestrian traffic or major community features; or to continue a walk on an adjacent streets; or to link parts of the City; or to accommodate future development.
- (3) In conventional development, sidewalks shall be placed ~~generally~~ parallel to streets within the right-of-way with the outer edge of the sidewalk eighteen inches inside the right-of-way. Exceptions are possible to preserve important natural features or to accommodate topography or vegetation; when an applicant shows an alternative for a safe and convenient pedestrian system; or in conservation of ~~of~~ traditional neighborhood development (TND) subdivisions.
- (54) Pedestrian rights-of-way at least 15 feet in width may be required through the center of blocks over 600 feet in length if deemed necessary by the ~~approving~~ Reviewing Agencies to provide access to schools or community facilities; or to maintain a continuous pedestrian network within and between subdivisions and districts of the City of Seward and its jurisdiction. Such rights-of-way shall be dedicated to the public in the same manner as streets.
- (a) Sidewalks within pedestrian rights-of-way shall be centered within the right-of-way.
- (75) All sidewalks shall be constructed according to ~~current standards in use by~~ the City of Seward Standard Specifications for Municipal Construction and on details shown on the Seward Standard Plans.
- (a) Sidewalks shall be constructed of Portland cement concrete (PCC) construction utilizing a NDOT 47B mix design with type 1PF cement with no less than a minimum compressive strength of 3,500 pounds

per square inch (psi) at 28 days with a minimum thickness of four inches ~~thick~~ except at points of vehicular crossing (e.g., driveways), where ~~they~~ sidewalks shall be a minimum six inches thick. The thickness standard is minimum actual thickness and not nominal.

(b) All sidewalks shall have an adequately prepared sub-base of suitable soils with adequate preparation to prevent premature failure. Excavate and remove all topsoil prior to sub-base preparation. Sidewalk shall not be placed over topsoil. Poor soils shall be removed and replaced with a suitable aggregate material. The sub-base shall be scarified to a depth of at least six inches and uniformly compacted to within 95% prior to placement of concrete.

(c) Sidewalk shall have a light broomed finish perpendicular to the direction of through pedestrian traffic.

(6) Sidewalks shall provide a clear path of at least four feet in width, free of any obstructions.

(7) In residential districts, sidewalks shall have a landscaped buffer zone of seven to twelve feet as measured from the back of the curb to the front edge of the sidewalk. Reductions to the size of the buffer zone may be granted in exceptional circumstances with the unanimous consent of the Reviewing Agencies.

(a) To maintain adequate sight distances with unobstructed views of any conflicting vehicles or pedestrians, the buffer zone shall be landscaped predominantly with low-growing, mowable turf grass. Street trees are permitted within the buffer zone pursuant to the requirements of Article 40.5 of this chapter.

(b) Where approved by the Reviewing Agencies, in lieu of mowable turf grass, buffers zones of two feet or less may be paved with 3,500 psi PCC, minimum 4 inches thick, with a stamped surface pattern to delineate the buffer zone from the sidewalk. The stamped integral surface pattern shall provide both a visual and a tactile delineation between the sidewalk and the buffer zone.

(8) In commercial-areas districts, sidewalks may abut curbs, provided they are a minimum of ~~five~~ six feet wide.

(9) In industrial ~~areas~~ districts, sidewalks are not mandatory but may be ~~order~~ required ~~in~~ by the City Council Reviewing Agencies to maintain a complete pedestrian circulation system.

(10) The longitudinal grade of the sidewalk shall generally match the grade of the top of the curb. Sidewalks shall be smooth with horizontal and vertical alignments that are free of abrupt changes and which generally blend with the finish grading contours of the surrounding area.

(a) Sidewalks not parallel to curb shall have longitudinal grades that do not exceed 5% except for short distances to overcome elevation differentials in the surrounding grade. Sidewalk longitudinal grades shall not exceed 8% under any circumstances.

(11) The sidewalk shall have a transverse slope of 2% (1 inch in 4 feet) in the direction of the curb. Exceptions may be granted in extraordinary circumstances where drainage must be directed away from the curb by unanimous consent of the Reviewing Agencies.

(8)12) All sidewalks, crossings, and other segments of a continuous pedestrian system must comply with standards of the Americans with Disabilities Act (ADA).

- (a) Sidewalk grades shall exceed ADA requirements wherever possible. Grades shall be minimized and longitudinal grade changes shall be minimized.
- (b) Where sidewalks meet a street for access, a curb ramp shall be installed. Curb ramps shall conform to the Nebraska Department of Transportation Standard Plan No. 303-R3 Curb Ramps.

E. Bikeways and ~~recreational trails~~ Shared-use Paths.

Commented [MO10]: NDOT terminology

- (1) Bikeways and ~~recreational trails~~ Shared-use Paths shall be required in subdivisions ~~only~~ when specified as part of the Seward Comprehensive Development Plan, or in conjunction with any bikeways or Shared-use Path in any phase of planning, development or design, or if required by the City.
- (2) All off-street ~~recreational trails~~ Shared-use Paths shall be a minimum of 10 feet in width for two-way traffic and shall comply with the Americans with Disabilities Act. Shared-use Paths surfacing of trails shall be acceptable constructed according to the City of Seward Standard Specifications for Municipal Construction and on details shown on the Seward Standard Plans. Gradients for ~~recreational trails~~ Shared-use Paths should not exceed 5%, except for short distances, and shall not exceed 8% without exception. Minimum dedicated Bikeway and Shared-use Path right-of-way shall be 20 feet ~~unless varied by the City Council.~~
- (a) Shared-use Paths shall be constructed of Portland cement concrete (PCC) utilizing a NDOT 47B mix design with type 1PF cement with no less than a minimum compressive strength of 3,500 pounds per square inch (psi) at 28 days with a minimum thickness of six inches to support vehicles used for snow removal.
- (3) ~~Recreational trails~~ Shared-use Paths may satisfy part of the requirements of this chapter for sidewalks or open space.
- (4) All residential streets shall utilize bicycle-safe drainage grates at storm sewer inlets.

F. Driveways.

- (1) Driveways shall be a maximum of 24 ft in width measured at the outer limit of the Right-of-way. Driveways shall have a flare on both sides of the driveway, beginning at the front of the sidewalk and extending to the back of the curb, with a width of four feet as measured at the back of the curb. Exceptions to the maximum width may be granted with the unanimous consent of the Reviewing Agencies.
- (a) The maximum curb cut for a residential driveway shall be 40 feet in length.
- (b) There shall be a minimum 15 feet of separation from the edge of a driveway throat to edge of the adjacent driveway throat.
- (c) Exceptions to the maximum width and associated curb cut may be granted with the unanimous consent of the Reviewing Agencies.
- (d) Curb cuts shall be approved by the Street Superintendent and requires a permit in accordance with Section 340-4.1 of the City of Seward Municipal Code.

(2) Driveways shall be paved with Portland cement concrete (PCC) utilizing a NDOT 47B mix design with type 1PF cement with no less than a minimum compressive strength of 3,500 pounds per square inch (psi) at 28 days with a minimum thickness of 6 inches. The thickness standard is minimum actual thickness and not nominal.

(3) Driveways shall slope toward the adjacent cartway and shall achieve a rise in grade of no less than six inches (6") from the flow line of the gutter.

FG. Alleys.

(1) It is the general policy of the City of Seward to discourage the use of alleys. Alleys are prohibited outside of planned unit developments (PUD) or traditional neighborhood developments (TND) subdivisions. Alleys for PUD and TND developments may be approved with the unanimous consent of the Reviewing Agencies.

(2) Where permitted in such projects approved, alleys shall be paved with Portland cement concrete (PCC) utilizing a NDOT 47B mix design with type 1PF cement with no less than a minimum compressive strength of 3,500 pounds per square inch (psi) at 28 days with a minimum thickness of 6 inches and shall have a minimum width of not less than 14 feet. The thickness standard is minimum actual thickness and not nominal.

(3) A parking is prohibited in alleys shall not be used for parking.

GH. Right-of-way.

(1) Measurement. The right-of-way of a street shall be measured from lot line to lot line, and shall be wide enough to contain the cartway, curbs or shoulder, sidewalks and sidewalk setbacks, other necessary graded areas, and utilities.

(2) Any right-of-way that continues an existing street shall be no less than that of the existing street.

(3) The requirements for rights-of-way for functional categories of roads is set forth in Table 40B.

(4) Dedications. Dedications of rights-of-way for collector, community, or arterial streets shall be made consistent with the Seward Comprehensive Development Plan.

HI. Street design standards.

(1) Pavement.

(a) All streets shall be paved to current standards utilized in accordance with the City of Seward Standard Specifications for Municipal Construction and on details shown on the Seward Standard Plans. All streets shall be paved with either Portland cement concrete (PCC) or a 2-1/2 inch thick asphaltic concrete (AC) surface layer over a PCC base. Exceptions to hard surface pavement requirements are limited to the following:

[1] Local and Collector streets in Rural subdivisions. Rural subdivisions may utilize a gravel or crushed rock surface of sufficient thickness and with an adequate base to provide a durable surface. This permission is subject to submission of a petition by the platting owners binding themselves and all

succeeding property owners to agree that all paving Urban circulation system design requirements would be completed and paid for by a special assessment project if the subdivision were annexed by the City. Such petition shall waive any required resolution of necessity, any applicable limitations of the amount that could be assessed against subdivision property owners, including intersection costs, and other costs normally paid by the City in special assessment projects. Gravel roads shall be constructed with a surface course and a base foundation course graded to a 4% crown (1/2 inch for every foot of width) for proper drainage. Gravel used in paving Rural roads shall meet the gradation requirements listed in the City of Seward Standard Specifications for Municipal Construction and on details shown on the Seward Standard Plans. The width of gravel from shoulder point to shoulder point shall equal the Urban cartway width with curbs to enable future hard pavement without widening the sub-base. When If hard-surfaced at the time of development, local streets in rRural subdivisions may utilize forty-five inch P.C.C.P. nonreinforced paving or five inch hot mix asphaltic paving shall follow the requirements provided herein to enable upgrade to Urban design standards without complete reconstruction of the circulation system.

~~(2) Courts or lanes, which may utilize six inch concrete, provided that such courts or lanes remain in private or private cooperative ownership. The subdivision agreement and plat should clearly indicate that such streets are private and are not subject to City maintenance or acquisition.~~

Commented [MO11]: Moved to 40.3.A(6).

(b) Street pavement thickness shall relate to the role of the street in the hierarchy, subgrade conditions, and pavement type. Pavement thickness requirements are set forth in Table 40C. The thickness standard is minimum actual thickness and not nominal.

~~(2) Continuity of arterial or collector streets. No subdivision shall prevent the extension of arterial or collector streets through and beyond the subdivision. The subdivider may plan and design collector streets not designated in the Comprehensive Development Plan, subject to the approval of the City Council.~~

Commented [MO12]: Moved to 40.2.B(5)

(c) Cartways shall be paved with Portland cement concrete (PCC) utilizing a NDOT 47B mix design with type 1PF cement with no less than a minimum compressive strength of 3,500 pounds per square inch (psi) at 28 days.

(d) Pavements shall be allowed to cure for a minimum of seven days and meet a compressive strength of 3,500 psi prior to any vehicular loading, including construction vehicles and equipment.

(2) Cartway Cross-Section

(a) Except at intersections, cartway paving shall be designed with the top of curbs level from one side to the other.

(b) All paved cartway surfaces shall have a transverse slope (i.e., crown) of 2% from the centerline to each gutter line. Where medians are present, the transverse slope shall be 2% from the face of the median curb to the gutter line. Where allowed, all unpaved cartway surfaces shall have a transverse slope of 4%.

(c) Urban streets, the transverse slope from the top of the sidewalk to the top of the curb shall be a minimum of 2% (1 inch in 4 feet) in the direction of the curb. Exceptions may be granted where drainage must be directed away from the curb by unanimous consent of the Reviewing Agencies. In

such areas, the transverse slope away from the top of the curb shall not exceed 2%.

(d) Minimum travel lane widths are set forth in Table 40D.

(e) Cartways shall conform to the typical Urban and Rural cross sections provided in the Seward Standard Plans.

(3) Horizontal Alignment

(a) All changes in horizontal alignment shall be connected by circular curves. Minimum centerline radii are set forth in Table 40D.

(b) A straight line tangent having a minimum length of 100 feet shall be provided between adjacent non-compound horizontal curves where the sum of the curve radii is less than 600 ft.

(4) Street grades and Vertical Alignment.

(a) Maximum permitted ~~street longitudinal~~ grades are set forth in Table 40EB. In typical circumstances, the minimum permitted ~~street longitudinal~~ gradient shall be 1.0%. In exceptional circumstances, the ~~Public Works Superintendent City Engineer~~ may permit ~~street~~ gradients of less than 1.0%; however, under no circumstances ~~may shall~~ the gradient be less than 0.4%.

(b) Approach grades at intersections shall not exceed 3.0%. Longitudinal grades at intersections shall be as close to 1.0% as possible, but under no circumstances shall the gradient be less than 0.4%.

(c) Changes in longitudinal grades shall be designed using parabolic vertical curves. Where the algebraic difference between two grades expressed as a percent is less than 1.0 percent, no curve is required. The minimum length of vertical curves necessary to provide adequate safe stopping sight distance shall be determined using the following formula:

$$L = K \cdot A$$

Where:

L = Minimum length of curve as measured in a horizontal plane.

K = A measure of curvature, values of which are set forth in Table 40.D

A = The algebraic difference between the grades of tangents to the curve, expressed as a percent.

(d) In subdivisions that abut Minor and Major Arterials which have not yet been improved to Arterial standards, grades at intersections and abutting property grading shall be designed to accommodate the future grades of the Arterial street.

(5) Street intersections.

(a) Unobstructed sight distances shall be provided at all street intersections and alley intersections for vehicular and pedestrian safety. Fences, walls, plantings or other obstructions shall not be placed in the sight triangle established in Figures 40.1, 40.2, 40.3 and 40.4 with the exception of chain link fences free of shrubbery, vines, or other visual obstructions.

(ab) Streets shall intersect ~~as nearly~~ at right angles ~~as possible~~ (90 degrees), unless limited by topography,

existing street alignments, or other clearly defined constraints. In exceptional circumstances, the City Engineer may permit angles of intersecting streets different than 90 degrees, but in such circumstances shall intersect as nearly as possible to right angles. Under no circumstances shall the angle of intersection deviate from right angles by more than 10 degrees (i.e., 80 degrees to 100 degrees).

(bc) ~~In most cases, no more than~~ Only two streets shall ~~be allowed~~ intersect at a single intersection. Exceptions may be ~~made~~ granted within traditional neighborhood development (TND) or planned unit developments (PUD) subdivisions by unanimous consent of the Reviewing Agencies.

(ed) Local streets shall minimize intersections with ~~major~~ Major Arterials. Intersections of all street types with Major Arterial streets shall not occur at intervals of less than 1,100 feet.

(de) New intersections along one side of an existing or proposed street shall, ~~if possible,~~ align with intersections on the other side of the street.

(f) Offsets between adjacent intersections shall measure a ~~minimum of~~ least 150 feet between center lines. The use of T-intersections is encouraged on ~~Local~~ Local streets within the interior of a subdivision.

(eg) ~~Intersection design standards~~ Minimum curb radii at intersections are set forth in Table 40B.

(h) Where a curvilinear street intersects another street, a straight tangent section shall be required at the approach to the intersection. The length of this straight tangent section is dependent upon the radius of curvature. The minimum straight tangent lengths are set forth in Table 40F.

(6) Roundabouts

(a) Roundabout intersections are generally used in residential districts as traffic calming devices, to improve safety by reducing conflict points, to reduce delay and accommodate capacity while avoiding signal or stop sign control, and for aesthetic purposes.

(b) All roundabouts shall be designed and constructed in accordance with the City of Seward *Standard Specifications for Municipal Construction* and on details shown on the *Seward Standard Plans*. The geometry and details of standard roundabouts are established in Figure 40.5.

(c) Abutting properties shall not be permitted direct access to the roundabout. The centerline of driveways shall be no closer than 100 feet from the inscribed circle diameter. Mailboxes shall not be installed within 40 feet from the nose of the splitter island.

(d) Successive roundabouts shall be a minimum of 900 feet apart as measured from center to center.

(e) Differential design speed of the various geometric elements of a roundabout shall be minimized.

(f) The design vehicle for all roundabouts shall not be smaller than WB-40. The design vehicle for roundabouts on Collector and Arterial streets shall not be smaller than WB-50. The Reviewing Agencies may require roundabouts to accommodate larger design vehicles based on the projected traffic.

(g) The centerline of all approach legs shall pass through the center of the inscribed circle. In exceptional circumstances, a slight offset of an approach leg alignment to the left of the inscribed circle center may

be granted by the City Engineer for the purposes of enhancing the entry curvature to improve flow. Under no circumstances shall the alignment of an approach leg be offset to the right.

- (h) For roundabouts with four or five approach legs, the angles between approach legs shall be equal (90 degrees for four approach legs, 72 degrees for five approach legs), unless limited by topography, existing street alignments, or other clearly defined constraints. In exceptional circumstances, the City Engineer may permit unequal angles between approach legs, but in such circumstances shall be as equal as possible. Under no circumstances shall the angle between any two adjacent approach legs be less than 70 degrees.
- (i) The inscribed circle of single lane roundabouts shall have a minimum diameter of 110 feet. The inscribed circle of dual lane roundabouts shall have a minimum diameter of 150 feet.
- (j) The entry width for single lane roundabouts shall be a minimum of 14 feet. The difference in width between the travel lane of the approaching street and the roundabout entry shall be accomplished with a flare. The start of the flare shall be a minimum of 80 feet before the point perpendicular to the junction of the entry curve and the circulatory roadway.
- (k) Single lane roundabouts shall have a minimum circulatory lane width of 14 feet. Dual lane roundabouts shall have a minimum circulatory lane width of 32 feet.
- (l) Concrete curbs shall be installed on both sides of the approach legs, along the entire outer circle and inner circle, and completely around all splitter islands. The inside circle, outer circle, and splitter islands shall each have a truck apron of a minimum width of four feet behind a mountable curb.
- (m) Obstructions are prohibited within the sight triangles developed for the stopping and intersection sight distances to the crosswalk on approach, to the yield line on approach, the circulatory lanes, and to the crosswalk on exit. Stopping sight distances shall be measured along the travel lane curvature. Sight lines shall be straight.
- (n) The public right-of-way shall extend no less than 17 feet from the outside curb of the roundabout.
- (o) Pedestrian crossings shall be provided at each approach leg to complete the pedestrian circulation system. The approach sidewalk pavement width shall be eight feet and shall be located directly across from and align with the pedestrian walkway in the splitter island.
- (p) The splitter island shall be a minimum of 50 feet in length. Where pedestrian crossings are provided, the island shall be subdivided into two islands separated by a 10 foot wide pedestrian walkway a minimum of 25 feet from the inscribed circle. The pedestrian walkway shall match the street pavement elevation to avoid a ramp, shall include a transverse slope of 2.0% (1 inch in 4 feet) in both directions from the centerline of the island, and shall include an ADA-compliant detectable warning panel on both match lines with the street pavement.
- (q) Where a curvilinear street intersects a roundabout, a straight tangent section shall be required at the approach to the intersection. The length of this straight tangent section is dependent upon the radius of curvature. The minimum straight tangent lengths are set forth in Table 40F.
- (r) Parking shall be prohibited within the roundabout and within all approach legs. Parking shall be not intersect the Stopping Sight Area developed from the Approach Sight Distance. Parking shall not

encroach on the approach or exit travel lanes. Under no circumstances shall parking be permitted within 20 feet from the nose of the splitter island.

(s) Landscaping is prohibited on the splitter islands of single lane roundabouts. Landscaping on splitter islands for dual lane roundabouts shall not interfere with stopping or intersection sight distances and is prohibited from areas within the sight triangles.

(t) The center island shall be landscaped using approved plant materials and shall include three deciduous and two evergreen trees of an approved species with a minimum caliper size of two inches. Trees shall have a mature width that does not exceed 25 feet. Deciduous tree selection shall be derived from the list of approved street tree species and evergreen tree selection shall be derived from the list of approved business park tree species, both lists maintained by the City Tree Board. Landscape maintenance and replacement shall be the responsibility of the abutting property owners, a homeowners association, or other private entity. A landscape plan shall be submitted for approval by the Reviewing Agencies. All landscape materials to complete the approved landscape plan shall be installed within one calendar year from the completion of paving of the roundabout.

[1] All areas of the center island within the sight triangles shall be landscaped with low-growing, mowable turf grass. All landscaping within six feet of the center island curb shall be low-growing, mowable turf grass. Areas within the perimeter established rotating the tangents of the intersection sight triangles are not subject to sight distance requirements.

[2] Center islands shall be provided with an irrigation system.

(67) Block size.

(a) The length, widths, and shapes of blocks shall be suited to the proposed land use and design of the proposed subdivision. Blocks within urban subdivisions shall not exceed 600 feet in length, unless necessitated by exceptional topography or other demonstrable constraints. Blocks within rural subdivisions shall not exceed 1,320 feet. Exceptions to the length requirement shall be approved with the unanimous consent of the Reviewing Agencies.

(b) Blocks without an outlet greater than 150 feet require a turnaround in the form of a Cul-de-sac or temporary turnaround as measured from the point of intersection to the edge of pavement.

(38) Cul-de-sac.

(a) Cul-de-sac streets designed to have one end permanently closed generally shall not exceed 600 feet in length and shall be designed so that vision from entrance to end is not restricted. A longer length is permissible within conservation developments or in the case of unconventional developments, such as golf course subdivisions. Exceptions to the length requirement shall be approved with the unanimous consent of the Reviewing Agencies.

(b) The closed end of a cul-de-sac within a conventional subdivision shall have a turnaround of sufficient diameter to accommodate the turning radii of a WB-40 design vehicle, with a street property line diameter of at least 100 feet in residential subdivisions. Minimum diameters are set forth in Table 40B. This diameter may be increased by the Planning Commission Reviewing Agencies if deemed necessary in the case of a commercial or industrial subdivision. In very low density subdivision settings, the

Planning Commission Reviewing Agencies may allow the use of hammerhead designs or other nonstandard designs.

(c) Culs-de-sac shall not intersect a Major or Minor Arterial.

(79) Specific design standards are established by the City of Seward's *Subdivision Design Manual* and the *Seward Standard Plans*.

~~(8) Other design standards shall be as set forth in Table 40D.~~

J. Cartway Access.

(1) Local streets. Each parcel shall be allowed one private driveway onto the adjacent local street. There shall be a minimum 15 feet of separation from the edge of a driveway throat to edge of the adjacent driveway throat.

(2) Collector streets. Each parcel shall be allowed one private driveway onto the adjacent collector street. There shall be a minimum 50 feet of separation between the centerlines of two adjacent driveways.

(3) Minor Arterial streets. Each parcel shall be allowed one private driveway onto the adjacent local street. There shall be a minimum 100 feet of separation between the centerlines of two adjacent driveways.

(4) Major Arterial streets. Driveways or access from adjacent properties shall not be allowed onto the adjacent major arterial street.

(5) Roundabouts. The centerline of driveways shall be no closer than 100 feet from the inscribed circle diameter of the roundabout.

(6) Exceptions to the access requirements shall be approved with the unanimous consent of the Reviewing Agencies.

(7) Highways. All access to an adjacent state highway shall be controlled by the Nebraska Department of Transportation (NDOT).

K. Horizontal Clear Zone.

(1) Cartways shall have a horizontal clear zone free of non-shielded obstacles. Exceptions include traffic control devices, railroad signals, railroad tracks, bridges and bridge rails, ditches, drainage inlets, drainage flumes, culverts, driveways, intersections, bikeways and share-use paths, earth dikes, curbs, raised islands, guardrails, median barriers, crash cushions, concrete barriers, barrier curb, parking meters, and mail boxes. Roadway light poles in the Horizontal Clear Zone shall have frangible bases to provide a breakaway feature.

(2) Minimum lateral obstacle clearance for curbed sections shall be 2 feet as measured from the back of the curb to the face of the obstacle or 6 feet as measured from the edge of the traveled way to the face of the obstacle, whichever is greater.

(3) Minimum lateral obstacle clearance for sections non-curbed sections shall be 8 feet as measured from the edge of the traveled way to the face of the obstacle.

§ 410-40.4 ~~Lighting and wiring~~ Utilities.

A. Electric

(1) All electric, telephone, television, cable TV, and other communication power lines shall be provided by underground wiring within easements or public rights-of-way, except where, in the opinion of the reviewing Agencies, such location is not feasible. Poles for permitted overhead lines shall be placed in rear lot line easements; or in other locations designed to reduce their visual impact.

(2) New lots adjacent to existing overhead service may utilize that service; however, new local service connections shall be underground.

(3) Year-round screening of any aboveground utility apparatus is required. Screening shall be consistent with the landscape and screening standards set forth in Article 33 of this chapter. ~~Added 12-21-2004 by Ord. No. 40-04~~

B. Communication

(1) All telephone, television, cable TV, and other communication lines shall be provided by underground wiring within easements or public rights-of-way, except where, in the opinion of the reviewing Agencies, such location is not feasible. Poles for permitted overhead lines shall be placed in rear lot line easements; or in other locations designed to reduce their visual impact.

(2) New lots adjacent to existing overhead service may utilize that service; however, new local service connections shall be underground.

(3) Year-round screening of any aboveground utility apparatus is required. Screening shall be consistent with the landscape and screening standards set forth in Article 33 of this chapter.

C. Sanitary Sewer

(1) Sanitary sewer lines shall be aligned with the centerline of the cartway, except where, in the opinion of the Reviewing Agencies, such location is not feasible. Sanitary manhole covers shall be aligned with the crown of the road.

§ 410-40.5 Street Trees.

A. For all lots abutting the public right-of-way, one tree of an approved species with a minimum caliper size of two inches shall be planted and maintained for each 150 feet of lot frontage and if applicable for each 150 feet of lot sideage with a minimum of one tree per lot on the frontage and if applicable a minimum of one tree per lot on the sideage. Existing trees approved by the City of Seward Tree Board for preservation shall be counted toward satisfaction of this requirement.

B. Street tree selection shall be derived from the list of approved street tree species maintained by the City of Seward Tree Board.

C. Street trees shall be planted between the back of the curb and the front of the sidewalk. If the distance between the back of curb and front of sidewalk is less than seven feet, the street tree shall be planted

between the back of the sidewalk and the edge of the public right-of-way. Street trees shall not be planted under or within ten lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, sewer line, transmission line or other utility, line, wire or main. Street trees shall not be planted within ten feet of any fire hydrant and twenty feet of any street light.

- D. Exceptions to the street tree requirement may be granted only if no site can be found along the entire length of the lot frontage and if applicable also along the entire length of the lot sideage. Exceptions shall be approved with the unanimous consent of the Reviewing Agencies..

§ 410-40.65 Tables.

[Amended 12-21XX-2004-2020 by Ord. No. 40XX-0420]

Table 40A Street Hierarchy

Street Type	Function	Guideline Minimum Design Speed ^{1,2}	Guideline Maximum ADT ³
Lane or Court	Street providing private access to no more than 12 housing units.	25 mph	120 – 150
Cul-de-sac	A turning area provided at the closed end of a street opened at one end only.	25 mph	120 – 150
Local	Provides frontage to lots and carries traffic with origin or destination on street itself. Carries least traffic at lowest speed. East-west orientation provides best solar access. Local residential streets usually do not interconnect with adjoining neighborhoods or subdivisions.	30 mph	250 – 1,000
Boulevard	A type of arterial road with special features and limitations, commonly divided with a wide planted median, typically with limited access to local streets and without access to driveways.	35 mph	1,000 – 2,500
Collector	Conducts and distributes traffic between local streets and major streets in the community. Carries larger volume of traffic. Residential collectors interconnect and provide through access between residential neighborhoods. Collector streets should preserve one through traffic lane in each direction, without encroachment by parking. Collectors may be included in the City's surface transportation program system for federal aid.	35 mph	1,000 – 2,500
Frontage	A street that generally runs parallel to a controlled-access arterial and provides access to individual properties along its length.	35 mph	1,000 – 2,500
Minor Arterial	Provides community-wide access between residential neighborhoods and to other activity centers in Seward, including downtown and major commercial facilities. Direct access may be provided to other arterial streets. Parking should generally be prohibited on other arterials. Other arterials should be excluded from residential areas. These streets are part of the surface transportation program system for federal aid.	40 mph	2,500 – 7,500
Major Arterial	Inter-regional road in the street hierarchy. Conveys traffic between activity centers, often at high speeds and with limited access. Should be excluded from residential areas. These streets are part of the surface transportation program system for federal aid.	45 mph	>7,500

Notes:

1. Minimum design speed subject to modification by the City based on anticipated traffic patterns, pedestrian interactions, and other uses.
2. The design speed generally exceeds the posted speed by a minimum of 5 miles per hour (mph).
3. ADT = average daily traffic.

Table 40B Street Design Standards

Classi- fication	Zoning	Street Type	Cartway Width [ft]	Curb	Min Curb Radius [ft]	Sidewalk	Min ROW Width [ft]
Urban							
	Residential	Private lane or court	25	Not req'd	20	Not req'd	50
		Cul-de-sac	86 Dia	Required	60	Required	120 Dia
		Local	28	Required	25	Required	66
		Boulevard (divided)	48	Required	25	Required	76 9
		Boulevard (undivided)	32	Required	25	Required	66
		Collector	32	Required	30	Required	66
	Industrial/ Commercial	Cul-de-sac no parking	100 Dia	Required	60	Required	122 Dia
		Cul-de-sac with parking	110 Dia	Required	60	Required	122 Dia
		Local no parking	32	Required	30	Required	66
		Local with parking	38	Required	30	Required	66
		Boulevard (divided)	54	Required	35	Required	82 5
		Boulevard (undivided)	36	Required	35	Required	66 70
		Collector	32	Required	35	Required	66
		Frontage	32	Required	35	Required	60
	All	Minor Arterial	38	Required	35	Required	66 - 80
		Major Arterial	38	Required	35	Required	66 - 80
Classi- fication	Zoning	Street Type	Cartway Width [ft]	Curb	Min Pavement Radius [ft]	Sidewalk	Min ROW Width [ft]
Rural	Agricultural or Rural Residential	Local	24	Not req'd	29	Not req'd	66
		Collector	28	Not req'd	34	Not req'd	66
		Frontage	28	Not req'd	34	Not req'd	60
		Arterial	28	Not req'd	34	Not req'd	66
Classi- fication	Zoning	Street Type	Shoulder to Shoulder Width ² [ft]	Curb	Min Pavement Radius [ft]	Sidewalk	Min ROW Width [ft]
Rural	Agricultural or Rural Residential	Local - gravel	28	Not req'd	29	Not req'd	66
		Collector - gravel	32	Not req'd	34	Not req'd	66

Notes:

1. ROW: public right-of-way.
2. Width of gravel surface, measured from the point of shoulder to point of shoulder.

Table 40C Street Pavement Thickness Requirements

Classification	Zoning	Street Type	Min PCC ¹ Pavement Thickness [in]	Min AC ² Class 1 ³ Pavement Thickness [in]	Min Gravel Thickness ⁴ [in]
Urban					
	Residential	Private lane or court	6	5	Not Allowed
		Cul-de-sac	7	5	Not Allowed
		Local	7	5	Not Allowed
		Boulevard (divided)	7	6½	Not Allowed
		Boulevard (undivided)	7	6½	Not Allowed
		Collector	7	6½	Not Allowed
	Industrial/ Commercial	Cul-de-sac	7	7½	Not Allowed
		Local	7	7½	Not Allowed
		Boulevard (divided)	7	7½	Not Allowed
		Boulevard (undivided)	7	7½	Not Allowed
		Collector	7	8½	Not Allowed
		Frontage	7	6½	Not Allowed
	All	Minor Arterial	8	7½	Not Allowed
		Major Arterial	8	7½	Not Allowed
Rural					
	Agricultural or Rural Residential	Local	7	5	6
		Collector	7	6½	7
		Frontage	7	6½	7
		Arterial	8	7½	9

Notes:

1. PCC = Portland cement concrete
2. AC = Asphaltic Concrete
3. Asphaltic Concrete Pavement Class 1 consists of a 2½" AC surface course atop a PCC base course.
4. Gravel surfaced Rural roads consist of a 3" surface coarse above a base foundation coarse.

Table 40D Standards for Horizontal and Vertical Alignment

Classification	Zoning	Street Type	Min Lane Number & Width [ft]	Min Horizontal Curve Radius [ft]	Min Stopping Sight Distance [ft]	Design K Value ²	
						Crest [ft]	Sag [ft]
Urban							
	Residential	Private lane or court	Two 10-ft	150	150		
		Cul-de-sac	Two 11-ft	N/A	N/A		
		Local	Two 11-ft	205	155		
		Boulevard (divided)	Two 10-ft	420	150		
		Boulevard (undivided)	Two 10-ft	420	150		
		Collector	Two 12-ft	420	250		
	Industrial/ Commercial	Cul-de-sac	Two 12-ft	N/A	N/A		
		Local	Two 12-ft	300	200		
		Boulevard (divided)	Two 12-ft	420	250		
		Boulevard (undivided)	Two 12-ft	420	250		
		Collector	Two 12-ft	420	250		
		Frontage	Two 12-ft	420	250		
	All	Minor Arterial	Two 12-ft	565	305		
		Major Arterial	Two 12-ft	730	360		
Rural							
	Agricultural or Rural Residential	Local	Two 10-ft	205	150		
		Collector	Two 11-ft	300	250		
		Frontage	Two 11-ft	300	250		
		Arterial	Two 11-ft	730	350		

Notes:

1. Longitudinal grade at the cartway centerline.
2. K = A measure of curvature.

Table 40E Standards for Longitudinal Grades

Classification	Zoning	Street Type	Maximum Grade ¹ >130 ft from Intersection [ft/ft, %]	Maximum Grade ¹ <130 ft from Intersection [ft/ft, %]	Maximum Grade ¹ <70 ft from Intersection [ft/ft, %]
Urban					
	Residential	Private lane or court	10%	10%	3%
		Cul-de-sac	8%	8%	3%
		Local	8%	8%	3%
		Boulevard (divided)	8%	8%	3%
		Boulevard (undivided)	8%	8%	3%
		Collector	8%	8%	3%
	Industrial/ Commercial	Cul-de-sac	8%	8%	3%
		Local	8%	8%	3%
		Boulevard (divided)	8%	8%	3%
		Boulevard (undivided)	8%	8%	3%
		Collector	7%	7%	3%
		Frontage	7%	7%	3%
	All	Minor Arterial	6%	3%	3%
		Major Arterial	6%	3%	3%
Rural					
	Agricultural or Rural Residential	Local	8%	8%	3%
		Collector	7%	7%	3%
		Frontage	7%	7%	3%
		Arterial	6%	3%	3%

Notes:

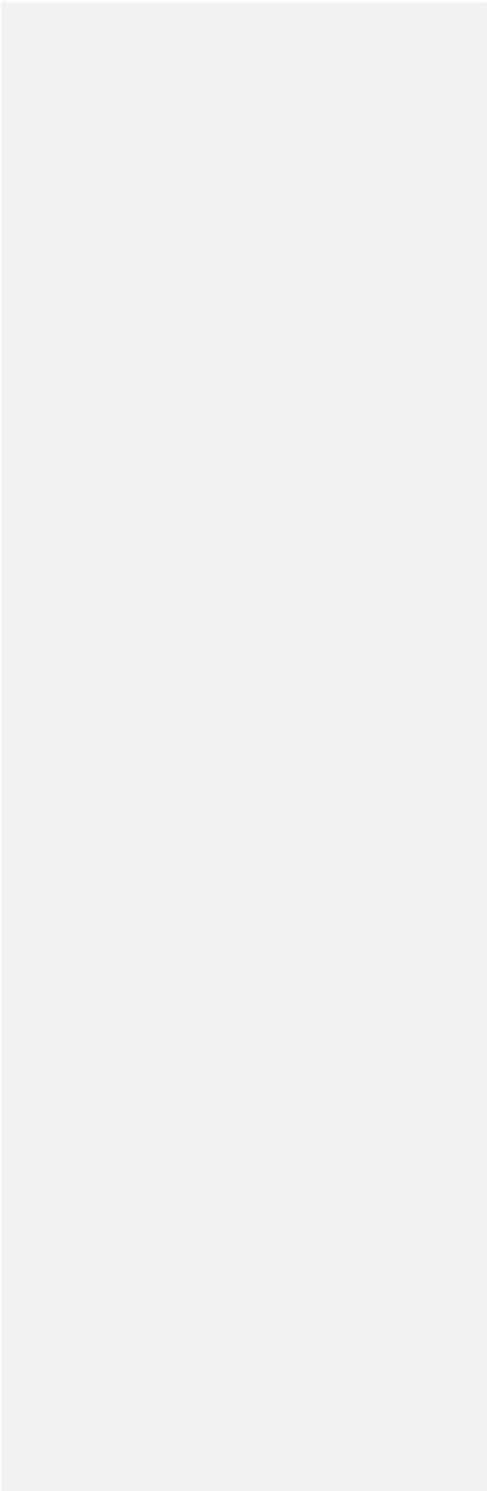
3. Longitudinal grade at the cartway centerline.

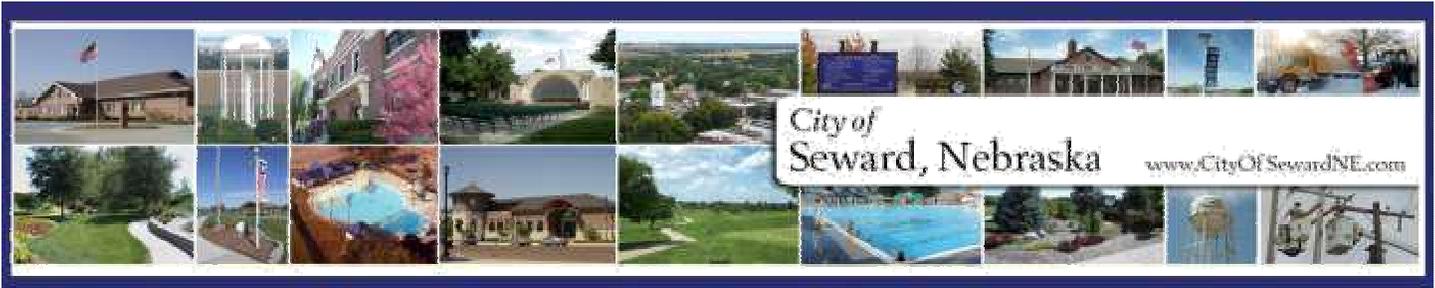
Table 40F Standards for Intersections and Roundabouts on Curvilinear Streets

Centerline Radius [ft]	Minimum Tangent Length [ft]
≤150	100
≤175	90
≤200	80
≤225	75
≤250	70
≤275	65
≤300	60
≤350	50
≤400	20
>400	No tangent required

§ 410-40.7 Figures.

[Amended 12-XX-2020 by Ord. No. XX-20]





CITY OF SEWARD COMMUNITY REDEVELOPMENT AUTHORITY

537 Main Street
PO BOX 38
Seward, NE 68434
402-643-2928
CityofSewardNE.gov

Tax Increment Financing Package & Application Documents

March 2017

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

IHC Properties, LLC

Business Name

Joseph Wendt

Contact Person for Applicant

3301 S. 7th St, Suite C

Street Address

Lincoln, Ne 68502

Mailing Address

402-420-4961

Telephone

402-730-0914

Cell Telephone

Fax

joe@ironhideconstruction.com

Email

Limited Liability Company, Nebraska

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

Joseph Wendt, Troy Bridgford, Chris Kyhn, Jeff Wolgamott

Owners

2. Project Description

- a. What type of business does this project involve (i.e. industrial, commercial, residential, etc.)

Commercial

- 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.:

NA

- 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.:

These buildings will be able to occupy many types of businesses. From Financial like an advisor or insurance, to athletic facilities such as workout or gymnastics, to small contractor businesses who need office and shop space. It will give the city's businesses more options to expand and grow while staying local.

- 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.:

We do not intend for these buildings to involve Industrial or Manufacturing due to the size of these buildings.

- b. What is the estimated number of new jobs this project will create?

Unknown. Our hope is it allows smaller businesses the ability to grow by having more available space to grow in. Not limiting their potential based on the space they currently are confined too. Naturally when businesses grow so does the number of employees they need.

- c. What is the pay scale and benefits package for these positions?

Unknown

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.:

1814 Pine Street, Seward, NE; Lot1, Block B, Replat of Blocks 2 and 3, Seward Rail Campus PUD Original Addition Final Plat, and a portion of the SE ¼ of the SE ¼ of Section 29, Township 11 North, Range 3 East of the 6th P.M., City of Seward, Seward County, Nebraska; IHC Properties is owner.

4. Physical Description of the Proposed Project:

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

There will be (2) two 6,000 SF buildings on the 1 acre lot. These buildings will be Pre-Engineered metal buildings with insulated metal panels and stone veneer on the façade. The site plan is attached for reference.

5. Land Use:

- a. If property is to be subdivided, show division planned (attach copy of the plat):

Not Applicable

b. Current Zoning of the property:

BP-Business Park- Zone is current.

c. Is the proposed project a permitted use on the property? What permits would be required?

Normal building permit is the only permit proposed.

d. Please describe any other relevant information relating to zoning, permitting, or similar land use issues:

Not Applicable

6. Estimated Project Costs:

- a. Land Acquisition, if applicable: \$ 100,627.30
- b. Site Development (itemize):
 - i. Demolition: \$ 0
 - ii. Grading: \$ 42,000
 - iii. Site Preparation \$ 10,000
 - iv. Other (explain): \$ _____
- c. Building Construction Cost: \$ 743,000
- d. Other Site Improvements (explain) \$ _____
- e. Equipment: \$ _____
- f. Architectural and Engineering Fees: \$ 25,000
- g. Legal Fees: \$ _____
- h. Financing Costs: \$ _____
- i. Broker Costs, if any: \$ _____
- j. Contingencies: \$ _____
- k. Other (explain): \$ _____
- Total:** \$ 920,627.30

7. Please attach the following documentation:

- a. Construction Pro Forma.
Please see Exhibit G
- b. Annual Income and Expense Pro Forma (with appropriate schedules).
Please see Exhibit E
- c. Applicant's Corporate/Business Annual Financial Statements for the last three years.
See Attached- Exhibit C & D
- d. Business Plan for the proposed project.

Our business plan is to market these two buildings for lease or purchase, giving the public a total availability of 12,000 SF. We are planning on offering spaces as small as 2,000 SF and all the way up to the full 12,000 SF. We have hired the largest Lincoln commercial real estate company, NAI FMA Realty, to do all our marketing. They are going to run targeted marketing campaigns in the whole Lincoln community, along with cities and towns within a 50-mile radius of Seward. The entire state of Nebraska will also see the marketing of this property through a couple commercial property marketing platforms.

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.):
\$661,060.00- See Exhibit A and Exhibit B
- b. Latest property valuation before construction (from Property Tax Statement):
\$50,500.00- See Exhibit A and Exhibit B
- c. Estimated increase in real estate valuation:
\$610,560.00- See Exhibit B
- d. Estimated new real estate tax generated annually:
\$10,585.83

9. Proposed Source of Financing:

- a. Equity
Yes, cash and property equity
- b. Bank loan (please provide conditional approval or commitment letters, if applicable):
NBC Bank- Exhibit F
- c. Tax Increment Financing:
\$105,858.00- Exhibit A and Exhibit B
- d. Other (please describe):
Not Applicable

10. Name and address of architect, engineer, and general contractor:
General Contractor- Ironhide Construction, Inc- 3301 S. 7th St, Lincoln, Ne 68502
Architect- Design Associates of Lincoln- 1609 N Street, Lincoln, Ne 68508

11. Project construction schedule:

- a. Construction start date: Feb 17th, 2021
- b. Construction completion date: June 1st, 2021
- 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:
Lincoln, NE

13. Amount of TIF request: \$105,858

14. Application Fee Paid: \$ 1,000

(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):

- Site Acquisition- \$100,627.30
- Grading- \$42,000
- Site Preparation- \$10,000
- Architectural and Engineering Fees- \$25,000

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.

No, we wouldn't locate our project in the redevelopment area without Tax Increment Financing (TIF). Speculatively building in a smaller commercial market like Seward brings more risk for developers. TIF was an incentive and key driver for us purchasing land in the Seward Rail Campus. Without TIF, we would have looked elsewhere to build this project.

- b. Would you locate your project in the redevelopment area without Tax Increment Financing? Explain.

The TIF money was a huge driver to us purchasing the land and wanting to build, so without the TIF we would have looked elsewhere.

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

We are looking to continue that developing. When this lot fills up, we intend on purchasing the next lot to the south and replicating the same model. Then the next... We hope to provide a place where businesses can grow and could stay local and support Seward.

“Applicant”

By: IHC Properties, LLC

Name: Joseph Wendt

Title: Partner

CityofSewardNE.gov

**AMENDMENT TO THE REDEVELOPMENT PLAN
OF THE CITY OF SEWARD, NEBRASKA
(IHC PROPERTIES REDEVELOPMENT PROJECT)**

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

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

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

Project Site

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

The Rail Campus Area is generally depicted below:



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



The current land use map set forth in the Seward Tomorrow Comprehensive Plan dated January 15, 2019 (“Comprehensive Plan”) identifies the current land use as open space. The future land use map set forth in the Comprehensive Plan designates the future land use of the Project Site as industrial. The current and future land use maps set forth in the Comprehensive Plan are incorporated into the Redevelopment Plan by this reference. Additionally, the Project Site and Rail Campus Area have been the focus of the City for strategic growth as a rail campus for a variety of industrial and commercial uses, and the Comprehensive Plan identifies the Highway 15 Corridor as a primary location for industrial and commercial development. The need for redevelopment of the Rail Campus Area in general has already been documented in the Redevelopment Plan.

The Project Site is in need of redevelopment. The CRA has considered whether redevelopment of the Project Site will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CRA finds that such a redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight. Because redevelopment of the Project Site will require significant upfront costs, including, but not limited to, site preparation, grading, and public infrastructure improvements, the City is unlikely to attract businesses and/or development to the Rail Campus Area without the use of tax increment financing.

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

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

The Project

IHC Properties LLC (the “Redeveloper”) has submitted a proposal for the Project and the redevelopment of the Project Site. The project under consideration will consist of the construction of two (2) 6,000 square foot commercial buildings on the Project Site and associated improvements on the Project Site (the “Project”). The Project is intended to create commercial space for multiple small businesses to occupy. Redeveloper will offer space for lease or purchase, with spaces as small as 2,000 square feet and up to the full 12,000 square feet.

The buildings will be pre-engineered metal buildings with insulated metal panels and stone veneer on the façade. A preliminary site plan is attached as Exhibit “B” and incorporated herein by this reference. The CRA acknowledges that the site plan is preliminary in nature and subject to change, but has included the current information submitted by Redeveloper.

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

Redeveloper intends to commence construction in February 2021 and complete construction in June 2021. The base year for the Project shall be 2021 and the effective date for the division of taxes shall be January 1, 2022. The base value of the Project Site is anticipated to be \$50,500 which is the current assessed valuation of the Project Site. Pursuant to the Seward County Assessor’s preliminary appraisal of the proposed project, the projected completed valuation of the Project is \$661,060. The preliminary appraisal is not binding and is based upon the information and assumptions provided from Redeveloper to the Assessor. The CRA does not make any representations to the final value of any project.

Redeveloper estimates that the total Project costs shall be approximately \$920,627.30. Redeveloper has identified multiple eligible TIF uses including the \$177,627.30 in TIF-eligible expenditures set forth below:

Site Acquisition	\$100,627.30
Site Preparation	\$10,000
Grading	\$42,000
Arch. And Eng. Fees	\$25,000
<hr/>	
Total estimated TIF eligible costs:	\$177,627.30

Based upon the anticipated completed valuation of \$661,060, and a 5.5% interest rate for the TIF Note, the Project will support approximately \$108,160 in TIF Indebtedness.¹ 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 \$108,160. The final, actual cost of all TIF-eligible expenses shall be certified by Redeveloper upon completion of construction. In addition to the TIF Indebtedness, Redeveloper has stated that the Project would be financed in part using investor equity.

Statutory Elements

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

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary accomplish the Project. Redeveloper recently purchased and owns the Project Site.

B. Population Density

The proposed Project on the Project Site is a commercial project, involving the construction of two (2) commercial building. The Project will not significantly affect population density in the project area.

C. Land Coverage

Each commercial building will be 6,000 square feet (12,000 square feet total) on the approximately 1 acre lot. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Seward.

D. Traffic Flow, Street Layouts, and Street Grades

No adverse impacts are anticipated with respect to traffic flow, street layouts, and street grades. The public improvements included in the Project together with the existing infrastructure is anticipated to be sufficient for the intended uses of the Project Site upon completion of the Project. TIF from further development of the Rail Campus Area is anticipated to pay for additional infrastructure that would benefit the Project Site, but no such anticipated future improvements are necessary for the use and operation of the Project.

¹ For purposes of the TIF projections for this Project, the CRA (1) has assumed the Project will capture the full 15 years of tax increment and there will not be a partial valuation in the first year; (2) has not accounted for any increases in the assessed value of the Project Site during the 15 year tax increment financing period; and (3) has not utilized any assumed state property tax credit. All of these assumptions will change the actual amount of the tax increment generated by the Project.

E. Parking

There are 25 parking stalls shown on the preliminary site plan for the Project Site. However, the exact parking requirements cannot be determined because the use types have yet to be determined. The exact parking requirements will be determined based on actual use of the buildings, and Redeveloper shall be responsible for meeting said requirements.

F. Zoning, Building Code, and Ordinances

The Project Site is located in a BP Business Park District zone. Once the use types are determined, Redeveloper shall be responsible for obtaining all necessary zoning approvals. Approval of this Plan Amendment does not authorize any use that does not comply with the City of Seward zoning ordinance. Redeveloper will be responsible for complying with the City of Seward zoning ordinance, and will obtain any zoning, building code, or ordinance changes that are necessary for the Project.

Cost-Benefit Analysis

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

Additional Project Information from Redeveloper

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

EXHIBIT "A"
Legal Description of the Project Site

The property is located at 1814 Pine Street in Seward. The property is legally described as follows:

Lot 1, Block B, Replat of Blocks 2 and 3, Seward Rail Campus PUD Original Addition Final Plat, and a portion of the SE ¼ of the SE ¼ of Section 29, Township 11 North, Range 3 East of the 6th P.M., City of Seward, Seward County, Nebraska (PID# 800229470).

The general location of the Project Site is depicted below:

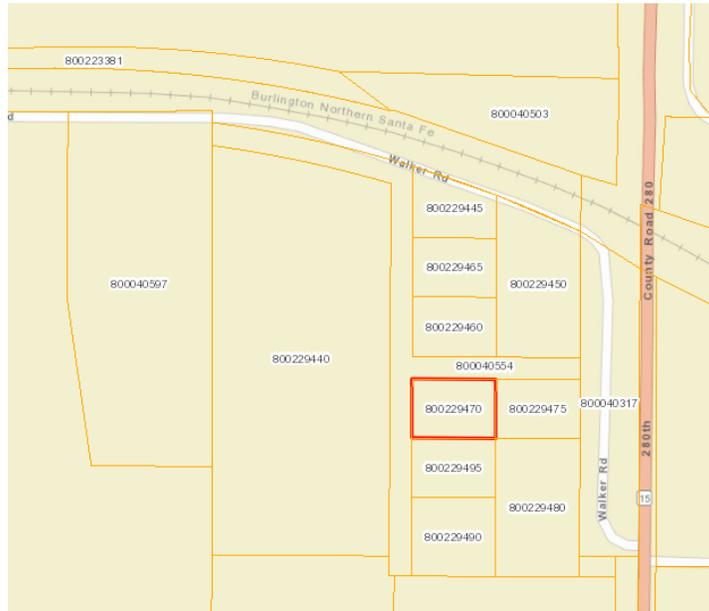


Exhibit H2

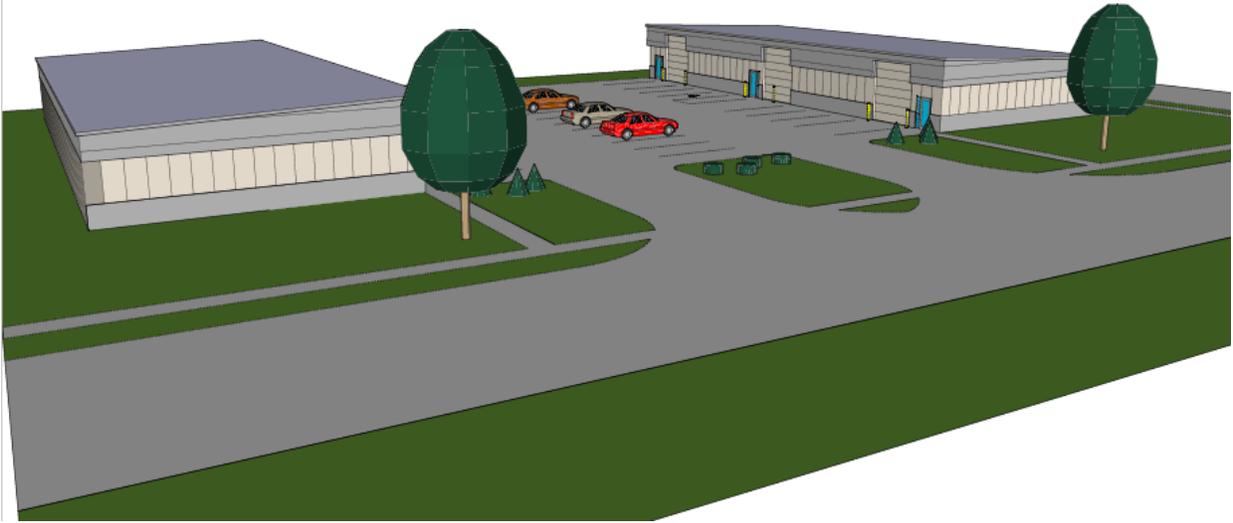


Exhibit "B"

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

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

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

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

a.	Redevelopment Project Valuation:	\$50,500
b.	Projected Completed Project Assessed Valuation:	\$661,060
c.	Projected Tax Increment Base:	\$610,560
d.	Estimated Tax Levy:	1.749781
e.	Annual Projected Tax Shift:	\$10,683

Note: The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2020 levy rate. There has been no accounting for a partial valuation in the first year of the TIF period. There has been no accounting for incremental growth or change in the tax levy over the 15 year TIF period. There has been no accounting for any annual state property tax credit.

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

a. Public infrastructure improvements and impacts:

No substantial adverse effects are anticipated on the public infrastructure and community public service needs. All public infrastructure and community public services required to serve the Project exist or will be constructed as part of the Project. Two (2) commercial buildings will be constructed on the currently vacant lot, but the intended uses should not increase any community public services in the City in a materially significant manner. The Rail Campus Area has been designated by the City as a target area for commercial growth, and the construction of the Project in the Rail Campus Area will serve the City’s goals and not have a negative impact.

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

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer

receipt of a majority of new ad valorem real property taxes generated by the Project, the Project should generate immediate tax growth for the City. The business(es) operated on the Project Site should generate immediate sales tax and personal property tax revenue that would otherwise not be produced. The Project will also require and pay for City services. It is not anticipated that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

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

It is 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 commercial space for lease or purchase, which should expand existing and attract new businesses. The Project should have a material positive impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project because the Project is intended to ameliorate conditions of blight that might otherwise deter businesses from locating or expanding in 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:

Similar to the answer provided in Section 3, above, the Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers. The Project should also encourage business owners to locate and/or relocate along the Highway 15 Corridor, which will allow for further growth of the community. The Rail Campus Area should also increase the workforce and bring additional consumer traffic to the City, which should also benefit other local businesses.

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

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

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

It is anticipated that the Project will create and/or retain jobs in the City by expanding existing and attracting new businesses. Redeveloper has identified a need for commercial space in the City and this Project shall fill that need, but the lease rates will not be feasible for small businesses without the use of TIF to help finance some of the public improvements. 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. Additionally, the Project will increase property tax revenue in the long-term. The benefits outweigh the costs of the proposed Project.

4843-6752-7129, v. 1

REDEVELOPMENT AGREEMENT

(IHC PROPERTIES REDEVELOPMENT PROJECT)

This Redevelopment Agreement is made and entered into as of the ____ day of February, 2021, by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and IHC Properties LLC, a Nebraska limited liability company (“Redeveloper”).

RECITALS

A. The CRA is a duly organized and existing community redevelopment authority, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.

B. The City of Seward, in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended (collectively the “Act”), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper recently purchased and owns the Project Site which is located in the Redevelopment Area.

D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.

E. Redeveloper’s proposed redevelopment project will consist of the construction of two (2) 6,000 square foot commercial buildings on the Project Site and associated improvements on the Project Site, as more particularly described on the attached Exhibit “A”.

F. The CRA has approved Redeveloper’s proposed redevelopment project, including the utilization of tax-increment financing to provide for the construction of the eligible public improvements defined in this Redevelopment Agreement.

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

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

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

Section 1.01 Terms Defined in this Redevelopment Agreement.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such definitions

to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

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

B. “Anticipated Tax Increment” means the Anticipated Tax Increment for this Project as set forth on the attached Exhibit “B”.

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

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

E. “Effective Date” means January 1, 2022.

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

G. “Minimum Project Valuation” means the amount of Six Hundred Sixty-One Thousand Sixty and No/100 Dollars (\$661,060.00).

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

I. “Project” means the Project Site and includes improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit “A”.

J. “Project Completion Date” means December 31, 2021.

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

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

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

N. “Redeveloper” means IHC Properties LLC, a Nebraska limited liability company.

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

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

Q. “Tax Increment” means in accordance with Neb. Rev. Stat. § 18-2147 of the Nebraska Community Development Law, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Seward County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project.

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

Section 1.02 Construction and Interpretation.

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

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

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

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

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

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

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

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

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

**ARTICLE II
REPRESENTATIONS**

Section 2.01 Representations by the CRA.

The CRA makes the following representations and findings:

(a) The CRA is a duly organized and validly existing community redevelopment authority under the Act.

(b) The CRA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Project will achieve the public purposes of the Act by, among other things, increasing employment, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.

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

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

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

(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CRA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Redeveloper owns the Project Site in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Agreement by Redeveloper.

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

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

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

ARTICLE III OBLIGATIONS OF THE CRA AND PUBLIC IMPROVEMENTS

Section 3.01 Capture of Tax Increment.

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

Section 3.02 Issuance of TIF Indebtedness.

On or after thirty (30) days following the approval and execution of this Redevelopment Agreement, the CRA shall incur or issue TIF Indebtedness in an amount not to exceed One Hundred Eight Thousand One Hundred Sixty and No/100 Dollars (\$108,160.00), as calculated on the attached and incorporated Exhibit “B”. The TIF Indebtedness shall be issued in a TIF Promissory Note in the form attached hereto as Exhibit “E” (“Note”). The TIF Indebtedness shall be purchased by Redeveloper or a lender of Redeveloper. The TIF Indebtedness shall not be a general obligation of the CRA or City which shall issue such Note solely as a conduit. If Redeveloper does not acquire and fund the TIF Indebtedness itself, Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the Note for the TIF Indebtedness. The TIF Indebtedness shall be secured by a pledge or assignment of the Tax Increment or otherwise secured by Redeveloper as required by the lender. The issuance of the TIF Indebtedness may be accomplished by offset so that the Redeveloper retains the TIF Revenues and no bankable currency is exchanged at closing of the TIF Indebtedness and issuance of the Note, except as otherwise provided herein.

Section 3.03 Use of TIF Indebtedness.

The CRA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.02 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Indebtedness that the CRA agrees to service and repay with the Tax Increment shall

not exceed the amount of the Eligible Project Costs certified pursuant to Section 4.03. In addition, the CRA shall retain an amount sufficient to pay its reasonable and necessary cost of issuance, including attorney fees, and a CRA administration fee in the amount of three percent (3%) of the TIF Indebtedness. Redeveloper shall pay to the CRA the cost of issuance and CRA administration fee at or prior to the issuance of the TIF Note. The Tax Increment, shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

Section 3.04 Creation of Fund.

CRA will create a special fund to collect and hold the receipts of the Tax Increment. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.02 above.

Section 3.05 Projected TIF Sources and Uses.

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

**ARTICLE IV
OBLIGATIONS OF REDEVELOPER**

Section 4.01 Evidence of Financial Ability.

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

Section 4.02 Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and the Private Improvements and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been

completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CRA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall furnish to the CRA a Certificate of Completion in the form attached hereto as Exhibit "F" from Redeveloper's engineer or architect, or owner's representative. When accepted in writing by the CRA, the certification by Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements.

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

Section 4.03 Cost Certification.

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

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

Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin,

ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.05 Pay Real Estate Taxes.

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

(b) If Redeveloper funds the Note, Redeveloper agrees to forgive any shortfall in repayment of the TIF Indebtedness. If a lender or third party other than Redeveloper funds the Note, Redeveloper shall make semi-annual payments in lieu of taxes (“Deficiency Payments”) to said lender or third party in the amount the Anticipated Tax Increment exceeds the actual Tax Increment. Said Deficiency Payments shall be made within thirty (30) days of written notice from the lender and/or CRA.

Section 4.06 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to the termination of the fifteen (15) year period commencing on the Effective Date without the prior written consent of the CRA, which shall not be unreasonably withheld and which the CRA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyance, which shall be permitted without consent of the CRA: (i) any conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises (whether incurred prior to or after the effective date of this Redevelopment Agreement) with the outstanding principal amount of all such indebtedness secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement; or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement.

**ARTICLE V
FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES**

Section 5.01 Financing.

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private

Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

Section 5.02 Encumbrances.

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

Section 5.03 Mortgage Financing.

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

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

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

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

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

ARTICLE VI DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of the CRA and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CRA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 Additional Remedies of the CRA.

In the event that:

- (a) Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of one hundred twenty (120) days (not including any period covered pursuant to the terms of Section 6.04 below);
- (b) Redeveloper, and/or any successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CRA made for such payment within thirty (30) days following written notice from the CRA;

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

then Redeveloper shall be in default of this Redevelopment Agreement; and if such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CRA would be difficult to determine with certainty. To the extent that such failure results in the fact that the CRA is not able to capture the full amount of Tax Increment contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the Anticipated Tax Increment exceeds the actual Tax Increment. Additionally, the CRA may, but is not required to, declare the entire amount due hereunder for the remainder of the TIF period immediately due and payable by Redeveloper, such amount or any portion thereof which may from time to time remain unpaid shall bear interest at a rate of twelve percent (12%) per annum or, if less, the maximum legal rate permitted by law, until all amounts due hereunder are paid in full.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within thirty (30) days following written notice from the CRA, then Redeveloper shall be in default. In such an instance, the CRA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law.

Section 6.04 Limitation of Liability; Indemnification.

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

(b) Redeveloper shall indemnify, defend (at the CRA's and/or the City's option) and hold harmless the CRA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens,

judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the CRA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

ARTICLE VII MISCELLANEOUS

Section 7.01 Memorandum.

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

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

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

Section 7.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between: (i) the CRA and/or the City; and (ii) Redeveloper, or any officer, employee, contractor or representative of Redeveloper. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

Section 7.05 Document Retention.

Redeveloper shall retain copies of all supporting documents that are associated with the Redevelopment Plan, Project, or this Redevelopment Agreement and that are received or generated by Redeveloper for three (3) years following the end of the last fiscal year in which ad valorem taxes are divided for the Project and provide such copies to the City as needed to comply with the City's retention requirements under the Act. Supporting documents shall include, but not be limited to, any cost-benefit analysis conducted pursuant to Section 18-2113 of the Act and any invoice, receipt, claim, or

contract received or generated by Redeveloper that provides support for receipts or payments associated with the division of taxes.

Section 7.06 Notice to Redeveloper.

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

IHC Properties LLC
Attn: Joseph Wendt
3301 S 7th Street, Suite C
Lincoln, NE 68502
joe@ironhideconstruction.com

[Signature Page Follows]

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

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

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ___ day of February, 2021, by _____ and _____, _____ and _____ respectively of the Community Redevelopment Authority of the City of Seward, Nebraska, a public body corporate and politic, on behalf of the Authority.

Notary Public

“REDEVELOPER”
IHC PROPERTIES LLC,
a Nebraska limited liability company

By: _____
Joseph Wendt, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ___ day of February, 2021, by Joseph Wendt, Manager of IHC Properties LLC, on behalf of the company.

Notary Public

EXHIBIT "A"
DESCRIPTION OF PROJECT

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

Lot 1, Block B, 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, Township 11 North, Range 3 East of the 6th P.M., City of Seward, Seward County, Nebraska.

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

- (a) **Private Improvements.** The construction of two (2) 6,000 square foot commercial buildings on the Project Site and associated improvements on the Project Site. The preliminary site plan for the Private Improvements is attached hereto as Exhibit "A-1" for reference.

- (b) **Public Improvements.** Site acquisition, site preparation, grading, architectural and engineering fees, and other eligible public improvements on the Project Site and in the Redevelopment Area, which public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

Exhibit H.2



Exhibit "A-1"

**EXHIBIT “B”
TIF INDEBTEDNESS**

1. Projected Base Value: \$50,500
2. Projected Minimum Final Value: \$661,060
3. Projected Incremental Valuation: \$610,560
4. Assumed Tax Levy: 1.749781
5. Anticipated Tax Increment: \$10,683 annually
6. Assumed Interest Rate: 5.5%
7. TIF Indebtedness:
 - a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$108,160, which is the maximum amount, together with interest accruing thereon, which can be amortized by December 31, 2037, solely from the Tax Increment Revenues based upon the Anticipated Tax Increment.
 - b. **Payments.** Semi-annually commencing when real estate taxes are fully collected for the tax year 2022. The CRA shall utilize all Tax Increment received from the Project to pay debt service on the TIF Indebtedness until the TIF Indebtedness is fully repaid. Provided, however, the CRA does not warrant, represent, or guaranty that the Tax Increment will be sufficient to repay the entire amount of the TIF Indebtedness. The CRA has no obligation to make any payments other than the actual Tax Increment received from the Project.
 - c. **Maturity Date.** On or before December 31, 2037.
 - d. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years, commencing on the Effective Date of January 1, 2022 (2022 taxes paid in 2023) and terminating on December 31, 2036 (2036 taxes due on December 31, 2036 but paid in 2037). Payment of ad valorem taxes in arrears pursuant to customary payments in Nebraska shall not affect the fifteen (15) year TIF period.

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

EXHIBIT "C"
PROJECTED TIF SOURCES AND USES

1. TIF SOURCES:

Assumptions:

Tax Levy	1.749781
Interest Rate	5.5%
Number of Years	15

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project	\$50,500	\$884
Completed Project	\$661,060	\$11,567
Difference	\$610,560	\$10,683

TIF Calculations:

Annual TIF Amount	\$10,683
Total TIF	\$160,252
TIF Indebtedness (Present Value)	\$108,160
less 3% Admin Fee	(\$3,245)
Approx. Cost of Issuance (actual cost TBD)	(\$6,500)
TIF Available to Redeveloper	\$98,421

2. TIF USES:

Site Acquisition	\$100,627.30
Site Preparation	\$10,000
Grading	\$42,000
Arch. And Eng. Fees	\$25,000
<hr/> Total estimated TIF eligible costs:	<hr/> \$177,627.30

EXHIBIT “D”

After recording please return to:

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

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(IHC Properties Redevelopment Project)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this ___ day of February, 2021 by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and IHC Properties LLC, a Nebraska limited liability company (“Redeveloper”).

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

Lot 1, Block B, Replat of Blocks 2 and 3, Seward Rail Campus PUD Original Addition Final Plat, and a portion of the SE ¼ of the SE ¼ of Section 29, Township 11 North, Range 3 East of the 6th P.M., City of Seward, Seward County, Nebraska (the “Project Site”).

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

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

[Signature Page Follows]

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

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

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

REDEVELOPMENT REVENUE NOTE
(IHC PROPERTIES REDEVELOPMENT PROJECT)
SERIES 2021A

Maturity Date	Interest Rate	Original Issuance Date
December 15, 2037	5.5%	

Registered Holder	Principal Amount
IHC Properties LLC	\$108,160

THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA (the “Issuer”), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Accrual Commencement Date (as defined herein) or from the most recent date to which interest has not been paid. Principal and accrued interest shall be payable in thirty (30) semi-annual installments due June 15, 2023, December 15, 2023, and each June 15 and December 15 thereafter through December 15, 2037, when all principal and accrued interest shall be due and payable. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth calendar day next preceding the applicable maturity date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts. No interest shall accrue until the later of the Effective Date identified

in the Redevelopment Agreement or the date that the Redeveloper has submitted and the CDA has accepted the Cost Certification for the eligible costs for the Project (“Accrual Commencement Date”).

This Note is designated the Community Redevelopment Authority of the City of Seward, Nebraska Redevelopment Revenue Note (IHC Properties Redevelopment Project), Series 2021A, aggregating One Hundred Eight Thousand One Hundred Sixty and No/100 Dollars (\$108,160.00) (“Note”) in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the “Act”) and under and pursuant to the terms of that certain Redevelopment Agreement between the Issuer and IHC Properties LLC, a Nebraska limited liability company, for the IHC Properties Redevelopment Project (the “Redevelopment Agreement”), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the “Project”). All such revenue has been duly pledged for the purpose of paying this Note.

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

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

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

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

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon written documentation of transfer satisfactory to the Issuer and the Registrar duly executed by the Registered Holder and the assignee/transferee, together with a purchase letter in a form provided by Issuer and any other documentation required by the Issuer. Prior to the approval of any transfer of this Note, the Registered Holder shall pay all of the Issuer's costs, including attorney's fees, relating to the transfer of the Note. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is prepayable at any time in whole or in part, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

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

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

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

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CERTIFICATE OF AUTHENTICATION

City Treasurer, City of Seward as
Paying Agent and Registrar

By: _____
Authorized Signatory

EXHIBIT "F"
FORM OF CERTIFICATE OF COMPLETION
(IHC PROPERTIES Redevelopment Project)

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

Lot 1, Block B, Replat of Blocks 2 and 3, Seward Rail Campus PUD
Original Addition Final Plat, and a portion of the SE ¼ of the SE ¼ of
Section 29, Township 11 North, Range 3 East of the 6th P.M., City of
Seward, Seward County, Nebraska,

that the Private Improvements and Public Improvements required to be constructed by Redeveloper upon the above described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated February __, 2021, as referenced in the Memorandum of Redevelopment Agreement recorded as Instrument No. _____ in the office of the Register of Deeds for Seward County, Nebraska.

"REDEVELOPER"

IHC PROPERTIES LLC,
a Nebraska limited liability company

By: _____
Joseph Wendt, Manager

"CRA"

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

Date: _____

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

REDEVELOPMENT ELIGIBLE COSTS

Certified and Requested

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

***Principal Amount of TIF Indebtedness shall not exceed \$108,160.**

IHC PROPERTIES LLC,
a Nebraska limited liability company

By: _____
Joseph Wendt, Manager

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

Approved the by Chairman of the CRA:

By: _____
Name: _____
Title: _____

CITY OF SEWARD, NEBRASKA
RESOLUTION NO. _____

(Amendment to Redevelopment Plan–IHC Properties Redevelopment Project)

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

RECITALS

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

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

C. The Redevelopment Plan Amendment includes a redevelopment project identified as the IHC Properties Redevelopment Project (the “Project”) that will utilize Tax Increment Financing pursuant to Neb. Rev. Stat. § 18-2147.

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

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

F. Notice of public hearing regarding the adoption and approval of the Redevelopment Plan Amendment by the City Council was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Community Development Law, Neb. Rev. Stat. §§ 18-2115 and 18-2115.01, and Nebraska law.

G. On February 16, 2021, the City Council held a public hearing relating to the question of whether the Redevelopment Plan Amendment should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

H. The City Council has reviewed the Redevelopment Plan Amendment, the cost benefit analysis prepared by the CRA and attached to the Redevelopment Plan Amendment, the recommendations of the Planning Commission, and has duly considered all statements made and material submitted related to the submitted question.

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

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

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

Dated this _____ day of _____, 2021.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

CITY OF SEWARD, NEBRASKA

RESOLUTION # _____

(Redevelopment Agreement – IHC Properties Redevelopment Project)

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

RECITALS

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

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

C. On March 10, 2021, the CRA approved the Redevelopment Agreement for the Project.

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

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Seward, Nebraska, that the Redevelopment Agreement between the Community Redevelopment Authority of the City of Seward, Nebraska and IHC Properties, LLC which is on file with the City Clerk and available for public inspection, is hereby approved.

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

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

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

Dated this _____ day of _____, 2021.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

Agreement No.	BK2005-001
Effective (NTP) Date	02/18/2021
Supplement Amount	\$68,452.84
Total Agreement Amount	SRC \$220,547.86

PROFESSIONAL SERVICES AGREEMENT

SUPPLEMENT NO. 1 CONSTRUCTION ENGINEERING SERVICES

CITY OF SEWARD
 JEO CONSULTING GROUP
 PROJECT NO. URB-6763(1)
 CONTROL NO. 13161
 KAROL KAY BLVD., BADER-HILLCREST, SEWARD

THIS SUPPLEMENTAL AGREEMENT is between the City of Seward ("LPA") and JEO Consulting Group ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on February 18, 2020 for Consultant to provide Construction Engineering services for LPA's project, and

WHEREAS, it is necessary that services as outlined in Exhibit "A" be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. URB-6763(1) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated _____ day of _____, 2021, attached as Exhibit "B" and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in Exhibit "A", Scope of Services and Consultants Fee Proposal, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION

- 2.1 LPA issued Consultant a written Notice-to-Proceed on February 18, 2021. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
- 2.2 Consultant will complete all work stipulated in the Original Agreement and this Supplemental Agreement by May 12, 2021.

SECTION 3. FEES AND PAYMENTS

Section 2. in Exhibit "B" of the Original Agreement is hereby amended in accordance with Exhibit "A" and as shown below.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

Previous Amount*	This Supplement Amount	Amended Agreement Amount	
\$ 133,721.77	\$68,452.84	\$ 202,174.61	For actual labor costs (wages)
\$ 18,373.25	\$ 0.00	\$18,373.25	For direct non-labor costs
\$152,095.02	\$68,452.84	\$220,547.86	Total agreement amount

*includes all prior supplements

SECTION 4. CONFIDENTIAL INFORMATION

Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that LPA does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against LPA for the disclosure of such information.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION BY LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 7. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement (“The Agreement”) between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by the Consultant this 26 day of February, 2021.

JEO CONSULTING GROUP
Robert Brigham

President

STATE OF NEBRASKA)
)ss.
SAUNDERS COUNTY)

SUBSCRIBED AND SWORN to before me this 26th day of February, 2021.

State of Nebraska – General Notary
SARAH DAVIS
My Commission Expires
April 10, 2024


Notary Public

EXECUTED by LPA this _____ day of _____, 2021.

CITY OF SEWARD
Joshua Eickmeier

Mayor

Subscribed and sworn to before me this _____ day of _____, 2021.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
Federal Funding Eligibility:

Date

CONSTRUCTION ENGINEERING-AMENDMENT #1

for

Project Name: Seward Karol Kay Blvd., Bader to Hillcrest
Project Number: URB-6763(1)
Control Number: 13161

A. PROJECT DESCRIPTION

This scope provides for an amendment to the existing construction engineering services for Karol Kay Blvd., Bader to Hillcrest in Seward, Nebraska. The amendment is due to changes in the project scope and timeline. Change order no. 1 on the project will increase the number of days allowed for the project. The project was also carried over the winter with traffic control and erosion inspection requiring additional effort by the Construction Engineering team. The project was originally to be completed in early December 2020 and now is not anticipated to be completed until early May 2021.

B. CONSULTANTS ADDITIONAL SCOPE OF WORK

1. Project Management and Coordination. Original tasks will continue through the extended timeline for the project.
2. Meetings. No Changes to this task
3. Traffic Control Plan. Original Traffic Control Plan will still apply. No changes to this task.
4. SWPPP Inspections/Manual Updates. Additional inspections are required due to the extended timeline as noted below.
 - 4.1 Conduct and additional **8** Inspections (10 originally included)
 - 4.2 Update SWPPP Manual and Temporary Erosion Control Plan, as needed
 - 4.3 Assume and additional **4** trips to the project site for SWPPP Inspections.
5. Construction Survey/Staking. No Changes to this task.
6. Construction Consultation/Site Manager & Daily Work Report (DWR). No changes to this task.
7. ~~Girder Shim Surveying~~
8. ~~Perform Bearing Calculations~~
9. Construction Inspection. Original tasks will continue through the extended timeline for the project. Assume and additional **40** trips to the site for construction inspection
10. Perform Material Sampling and Testing. Original tasks will continue through the extended timeline for the project.
11. As-Built Drawings. No Changes to this task.
12. Final Inspections. No Changes to this task.
13. Project Closeout. No Changes to this task.

E. SCHEDULE

1. Contractor Start: August 31, 2020
2. Work suspended for weather: December 9, 2020
3. Estimated restart date: March 29, 2021
4. Estimated completion date: May 12, 2021
5. Project closeout documents: July 16, 2021

Staffing Plan

Construction Engineering

Project Name: Seward Karol Kay Blvd., Bader-Hillcrest **Project Number:** URB-6763(1)
Consultant: JEO Consulting Group **Control Number:** 13161
Consultant PM: Julie Ogden, 402.443.7483, jogden@jeo.com
NDOT PC: *Example: Jane Smith, 402-479-0001, jane.smith@ndot.gov*
Date: January 28, 2021

NEBRASKA
 Good Life. Great Journey.
 DEPARTMENT OF TRANSPORTATION

#	Code	Classification	#	Code	Classification
1	PR	Principal	6	SCM	Survey Crew Member
2	PM	Project Manager	7	INS1	Inspector 1
3	ENG	Engineer	8	INS2	Inspector 2
4	DES	Designer/CADD Tech	9	ADM	Administrative
5	SCC	Survey Crew Chief	10	ES	Environmental Scientist

Financial Data	
Overhead Rate:	203.81%
Profit Rate:	11.80%
FCCM (if applies):	1.540%
Use latest available data	

STAFFING PLAN

Template: T-WB-Construction Engr Fee Proposal (rev 10-23-2019). SRC Multi-year

Employee Name	Job Title & Certifications	Current Actual Hourly Rate	% Assigned
Principal			
Julie Ogden	Project Manager, PE	\$49.77	100%
Engineer			
Brent Ciecior	Project Engineer	\$35.58	70%
Scott Cowles	Project Engineer, PE	\$46.97	20%
Pat Byrd	Traffic Engineer, PTOE	\$55.29	10%
Designer/CADD Tech			
Quinten Jordan	Engineering Tech	\$41.92	100%
Survey Crew Chief			
Josh Borchers	Surveyor, LS	\$40.30	15%
Brian Foral	Surveyor, LS	\$47.63	10%
Marvin Svboda	Surveyor, LS	\$29.83	25%
Dean Fiala	Surveyor, LS	\$34.64	50%
Survey Crew Member			
Joey Gregg	Survey Tech	\$27.03	40%
Nick Frey	Survey Tech	\$24.24	40%
Aaron Hamilton	Survey Tech	\$24.24	20%
Inspector 1			
Brent Ciecior	Project Engineer	\$35.58	60%
Isaac Kreikemeier	Project Engineer	\$28.85	40%
Scott Cowles	Project Engineer	\$46.97	40%
Inspector 2			
Administrative			
Evelyn Jansa	Administration	\$27.53	50%
Deb Macovec	Accounting	\$41.19	50%
Environmental Scientist			
Sydney Abbot	scientist	\$20.00	75%
Miranda Hanson	scientist	\$26.52	15%
Jason Morovitz	Sr. Scientist	\$42.33	10%

SRC Billing Rates

Construction Engineering

Date: January 28, 2021

Consultant: JEO Consulting Group

SRC Billing Rates Calculated based on:

Overhead: 203.81%
 Profit Rate: 11.80%
 FCCM (if applies): 1.54%
 Salary Escalation Factor: 3.0%

Weighting

Period 1: NTP through: February 29, 2020
 Period 2: Labor beginning: March 1, 2020
 Period 3: Labor beginning: March 1, 2021
 Period 4: Labor beginning: March 1, 2022
 % of work estimated during each period

SRC BILLING RATE per employee

New Employee Multiplier = 3.40

Employee Name	Current Rate	Period 1	Period 2	Period 3	Period 4	% Assigned
Principal						
Weighted Rate For Calculating Contract Max:						
Project Manager						
Julie Ogden	\$49.77	\$170.00	\$175.00	\$180.00		100%
Weighted Rate For Calculating Contract Max:						
Engineer						
Brent Ciecior	\$35.58	\$121.00	\$125.00	\$129.00		70%
Scott Cowles	\$46.97	\$160.00	\$165.00	\$170.00		20%
Pat Byrd	\$55.29	\$189.00	\$195.00	\$201.00		10%
Weighted Rate For Calculating Contract Max:						
Designer/CADD Tech						
Quinten Jordan	\$41.92	\$143.00	\$147.00	\$151.00		100%
Weighted Rate For Calculating Contract Max:						
Survey Crew Chief						
Josh Borchers	\$40.30	\$138.00	\$142.00	\$146.00		15%
Brian Foral	\$47.63	\$163.00	\$168.00	\$173.00		10%
Marvin Svoboda	\$29.83	\$102.00	\$105.00	\$108.00		25%
Dean Fiala	\$34.64	\$118.00	\$122.00	\$126.00		50%
Weighted Rate For Calculating Contract Max:						
Survey Crew Member						
Joey Gregg	\$27.03	\$92.00	\$95.00	\$98.00		40%
Nick Frey	\$24.24	\$83.00	\$85.00	\$88.00		40%
Aaron Hamilton	\$24.24	\$83.00	\$85.00	\$88.00		20%
Weighted Rate For Calculating Contract Max:						
Inspector 1						
Brent Ciecior	\$35.58	\$121.00	\$125.00	\$129.00		
Isaac Kreikemeier	\$28.85	\$98.00	\$101.00	\$104.00		60%
Scott Cowles	\$46.97	\$160.00	\$165.00	\$170.00		40%
Weighted Rate For Calculating Contract Max:						
Inspector 2						
Weighted Rate For Calculating Contract Max:						
Administrative						
Evelyn Jansa	\$27.53	\$94.00	\$97.00	\$100.00		50%
Deb Macovec	\$41.19	\$141.00	\$145.00	\$149.00		50%
Weighted Rate For Calculating Contract Max:						
Environmental Scientist						
Sydney Abbot	\$20.00	\$68.00	\$70.00	\$72.00		75%
Miranda Hanson	\$26.52	\$90.00	\$93.00	\$96.00		15%
Jason Morovitz	\$42.33	\$144.00	\$148.00	\$152.00		10%
Weighted Rate For Calculating Contract Max:						

Notes & Assumptions

Construction Engineering

Project Name: Construction Engineering
Consultant: JEO Consulting Group

Project Number: URB-6763(1)
Control Number: 13161

Notes & Assumptions

Construction Scheduled changed from completion in early December 2020 to May 2021. Original working days (55) were increased via change order by 10 days and contractor is anticipated to over-run allotted days or negotiate an additional working day increase.

Task 1: Assumes project management and coordination extended from December 2020 to June 2021 (6 months). Project manager hours for the project management task are assumed to be estimated at 5% of the total hours for all other tasks. PM hours are estimated at approximately 4 hours per month. Review of payrolls is shown in this task at 3 hours per month for December 2020 to May 2021 (5 months).

Task 9: Construction Schedule extended approximately 5 months, 3 of which are light with winter suspension. See below for hours Anticipated for each task on this extension.

Task 9.1: Construction inspection will require one full-time inspector for the duration of the project extension (8 weeks). SiteManager entries to be completed by the full-time inspector.

Task 9.2: Assumes about 2 hours per week for inspector to complete the measurements, prepare sketches as needed and upload to SiteManager.

Task 9.3: Assumes about 2 hours per week for inspector to complete their daily work reports in Site Manager. The Sr. Inspector will have 4 hours per week for to complete their daily work reports and to review inspector reports and completing the daily diary entries. over the winter months Inspector will have 2 hours a week to log traffic control pay items and DWR/Diaries together. (18 weeks)

Task 9.4: Travel time was calculated from the individuals home office to the project site.

Task 10.3: Inspector will enter the testing results into SiteManager for the test lab.

Project Cost & Breakdown

Construction Engineering

Project Name: Seward Karol Kay Blvd., Bader-Hillcrest Project Number: URB-6763(1)
 Consultant: JEO Consulting Group Control Number: 13161
 Consultant PM: Julie Ogden, 402.443.7483, jogden@jeo.com
 NDOT PC: _____
 Date: January 28, 2021

LABOR COSTS				
Classification	Hours	Weighted Rate	Amount	
Principal				
Project Manager	25	\$175.25	\$4,381.25	
Engineer		\$140.22		
Designer/CADD Tech		\$147.20		
Survey Crew Chief		\$125.54		
Survey Crew Member		\$89.15		
Inspector 1	491	\$126.79	\$62,253.89	
Inspector 2				
Administrative	15	\$121.18	\$1,817.70	
Environmental Scientist		\$81.37		
	531	Subtotal	\$68,452.84	

DIRECT EXPENSES		Amount
Subconsultants:		
Printing And Reproduction:		
Mileage/Travel:		
Lodging/Meals:		
Other Miscellaneous Costs:		
	Subtotal	

TOTAL PROJECT COSTS		Amount
Labor Costs		\$68,452.84
Direct Expenses		
	TOTAL COST	\$68,452.84

LABOR COST BY MAJOR TASKS		
	Direct Labor	Amount
1. Project Management & Coordination	\$6,198.95	\$6,198.95
4. SWPPP Inspections/Manual Updates	\$2,028.64	\$2,028.64
9. Construction Inspection	\$57,689.45	\$57,689.45
10. Perform Material Sampling and Testing	\$2,535.80	\$2,535.80
	\$68,452.84	\$68,452.84

RESOLUTION NO. 2021 -

CONSTRUCTION ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 1-BK2005

Whereas: City of Seward and JEO Consulting Group, have previously executed a Construction Engineering Services Agreement (BK2005) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal Funds;

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

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

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

Joshua Eickmeier, Mayor of the City of Seward, is hereby authorized to sign the attached Construction Engineering Services Supplemental Agreement No. 1 between the City of Seward and JEO Consulting Group

NDOT Project Number: URB-6763(1)

NDOT Control Number: 13161

NDOT Project Description: Karol Kay Blvd., Bader-Hillcrest, Seward

Adopted this _____ day of _____, 2021 at Seward, Nebraska.

CITY OF SEWARD

(Mayor)

ATTEST:

(City Clerk)

ORDINANCE NO. 2021-

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 382 VEHICLES AND TRAFFIC, ARTICLE 11; TO REGULATE THE OPERATION OF GOLF CARTS ON CITY STREETS; 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 382 of the Municipal Code of the City of Seward is hereby amended as follows:

Section 1. That §382-11.1 Golf carts., is amended as follows:

It shall be unlawful for any person to operate a golf cart upon any street or highway within the corporate limits, or upon any public land owned by the municipality, except as follows and under the following terms:

A. The operator shall have a valid Class O operator's license issued by the State of Nebraska and provide proof of liability insurance coverage, which shall be subject to limits exclusive of interest and costs, as follows: \$25,000.00 because of bodily injury to or death of one person in any one accident and, subject to such limit for one person, \$50,000.00 because of bodily injury to or death of two or more persons in any one accident, and \$25,000.00 because of injury to or destruction of property of others in any one accident;

B. The operator shall drive the golf cart only for the purpose of traveling to and from a golf course located within the corporate limits of the City and must use the most direct route to and from the location where the golf cart is garaged or otherwise stored by its owner;

C. A golf cart may only be operated when such operation occurs between the hours of sunrise and sunset, unless equipped with both operable headlights and tail lights designed or authorized by the original manufacturer;

D. A golf cart may not be driven on Highway 34 or Highway 15, except to cross said highways; Highway 15 may only be crossed at the intersection of North Avenue and Highway 15; and

E. The operator must obtain an annual permit from the Seward Community Golf Course to operate a golf cart on the City streets.

F. On July 4th, between the hours of sunrise and sunset, any person with a valid Class O operator's license issued by the State of Nebraska and holding the proper liability insurance coverages outlined within this section, may operate a golf cart on any street within the corporate limits, and a golf cart may not be driven on Highway 34 or Highway 15, except to cross said highways. No permit shall be required on July 4th.

G. In addition to the general penalty outlined in Code Section 1-3.1, a violation of this section shall result in the revocation of any permit issued, and such person found to be in violation shall not be issued a new permit for a period of one year.

Section 2. That §382-11.2 Horses and motorized vehicles in City parks, is amended as follows:

A. It shall be unlawful for any person to drive, ride, or lead any horse in or through any park except upon roadways or streets designated for motor vehicle traffic. It shall also be unlawful for any person to drive any motor vehicle upon any bicycle or hiking path within the City.

B. The following shall be permitted in the parks and on the bicycle or hiking paths within the City:

- (1) Motorized wheelchairs.
- (2) The use of motor vehicles or horses in City parks, or on the bicycle or hiking paths within the City, when such uses are necessary for participation in events sanctioned or permitted by the City.

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 16th day of March, 2021

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST: _____
Bonnie Otte
City Clerk
& Human Resource Director

§ 382-11.1. Golf carts. [Added 2-2-2010 by Ord. No. 2-10]

It shall be unlawful for any person to operate a golf cart upon any street or highway within the corporate limits, or upon any public land owned by the municipality, except as follows and under the following terms:

- A. The operator shall have a valid Class O operator's license issued by the State of Nebraska;
- B. The operator shall drive the golf cart only for the purpose of traveling to and from a golf course located within the corporate limits of the City and must use the most direct route to and from the location where the golf cart is garaged or otherwise stored by its owner;
- C. A golf cart may only be operated when such operation occurs between the hours of sunrise and sunset, unless equipped with both operable headlights and tail lights designed or authorized by the original manufacturer;
- D. A golf cart may not be driven on Highway 34 or Highway 15, except to cross said highways; Highway 15 may only be crossed at the intersection of North Avenue and Highway 15; and
- E. The operator must obtain a special use permit to operate a golf cart on the City streets.

§ 382-11.2. Horses and motorized vehicles in City parks. [Added 8-15-2006 by Ord. No. 17-06]

- A. It shall be unlawful for any person to drive, ride, or lead any horse in or through any park except upon roadways or streets designated for motor vehicle traffic. It shall also be unlawful for any person to drive any motor vehicle upon any bicycle or hiking path within the City.
- B. The following shall be permitted in the parks and on the bicycle or hiking paths within the City:
 - (1) Motorized wheelchairs.
 - (2) Golf carts for use by the elderly or handicapped, with special permission obtained from the Public Works Department of the City.
 - (3) The use of motor vehicles or horses in City parks, or on the bicycle or hiking paths within the City, when such uses are

necessary for participation in events sanctioned or permitted by the City.



CITY OF SEWARD NEBRASKA
 537 MAIN ST
 PO BOX 38
 SEWARD, NE 68434-0038

PH: 402-643-2928
 FAX: 402-643-6491

CLAIM FORM

CONTACT INFORMATION

Name: ROBERT DANIELS Home Phone: _____
 Address: 141 E. MOFFITT ST. SEWARD Business Phone: _____
 Date & Time of Incident: 7-7-2020 10 AM Cell Phone: 402-304-0110
 Location of Incident: _____ Email: _____
 Type of Incident: Injured Person Property Damage Automobile Accident (Check all that apply)

INJURED PERSON

Occupation: _____ Employed by: _____
 Did you see a doctor? Yes No Doctor's Name: _____
 Were you hospitalized? Yes No Hospital: _____
 Describe incident (nature & extent of injury): _____

 Any Witnesses? _____

PROPERTY DAMAGE

List Property Damaged: GARAGE DOOR OPENER
 Age of damaged property: 5 YRS Estimated cost of repair: _____
 How was the property damaged? POWER SURGE WITH ELECTRICITY TURNED BACK ON BURNED UP PANEL FOR GARAGE DOOR OPENER

AUTOMOBILE ACCIDENT

Driver, if other than owner: _____
 Address: _____ Home Phone: _____
 Estimated cost of repair: _____ Business Phone: _____
 Vehicle: (year, make, model) _____ Police Notified? Yes No
 Your description of the accident: _____

INSURANCE INFORMATION

Amount of Claim: _____ **(COPIES OF BILLS MUST BE ATTACHED VERIFYING AMOUNT OF CLAIM)**
 Your Insurance Company: _____ Your Insurance Agent: _____
 Insurance Company Phone: _____ Insurance Agent Phone: _____
 Did you report a claim? Yes No Did you receive payment? Yes No Deductible: _____

ADDITIONAL INFORMATION

Any other pertinent information: (write on back if more space needed) _____

 Explain why you feel the City of Seward is responsible: OPENER WORKED BEFORE CITY TURNED POWER BACK ON (FOR THE BLOCK) AFTER AT 11AM OPENER DOESNT WORK - PANEL WAS BURNED UP AND NEEDED REPLACED

SIGNATURE OF CLAIMANT: Robert L Daniels DATE: 07-30-2020



Patricia Lindner <lindnercpa@gmail.com>

Fwd: Invoice due from Raynor Doors Of Nebraska Inc - \$345.00

1 message

Robert Daniels <robert.daniels15@gmail.com>
To: lindnercpa@gmail.com

Wed, Jul 29, 2020 at 7:36 PM

Sent from my iPhone

Begin forwarded message:

From: Raynor Doors Of Nebraska Inc <notifications@housecallpro.com>
Date: July 20, 2020 at 10:14:35 AM CDT
To: robert.daniels15@gmail.com
Subject: Invoice due from Raynor Doors Of Nebraska Inc - \$345.00
Reply-To: jacob@raynordoorsofnebraska.com



Your Invoice from Raynor Doors Of Nebraska Inc

Hi Robert Daniels,

Attached please find invoice #5149 for your service on Jul 13, 2020.

Thank you.

Invoice Number:	5149
Service Date:	Jul 13, 2020
Invoice Date:	Jul 13, 2020
Customer Name:	Robert Daniels
Service Address:	141 E Moffitt St Seward, NE 68434

Services

** - Trip Charge \$35.00
Trip Charge / Mileage-there and back from shop

Materials

Residential Openers - Pilot71 \$310.00
7' Pilot 2 Chain Drive Operator (1/2 Horsepower,
AC Motor, Chain Drive, Quiet Operation,
Includes 2 100 Watt Lights, Multi-Function
Control Panel, 1 Remote, WiFi Enabled for MyQ
Software)

Subtotal \$345.00

Amount Due \$345.00

PAY ONLINE

Please Note: We Will Add A 3% Fee To All Credit Card Transactions

(402) 477-5504 | jacob@raynordoorsofnebraska.com

<http://www.raynordoorsofnebraska.com/>

1634 S 3rd St
Lincoln, NE 68502

[Terms & Conditions](#)

Powered by
Housecall Pro

 **invoice_5149.pdf**
56K



March 2, 2021

City of Seward
PO Box 38
Seward, NE 68434-0038

DENIAL OF COVERAGE

RE: Our Claim #: Z-1647042
Our Insured: City of Seward
DOL: 07-07-20
Claimant: Robert Daniels

Dear City:

This letter sets forth the position of Employers Mutual Insurance Companies ("EMC") with respect to the request for insurance coverage under the policy issued to the City of Seward ("City") for the claim submitted by Robert Daniels. EMC addresses the tender under the following General Liability Policy ("CGL") issued by EMC to named insured City of Seward bearing policy no. 1D1-70-74.

Summary of Alleged Facts

The claimant, Robert Daniels, is making a claim for damage sustained to a garage door opener.

Mr. Daniels alleges that when the City turned the power back on after completing a voltage conversion/upgrade of City equipment it caused a power surge that "burned up" the panel for his garage door opener. He had to replace his garage door opener as a result of the power surge.

COVERAGE DISCUSSION

CGL policy

EMC provides the City with Commercial General Liability, policy, number 1D1-70-74 with effective dates of Oct. 01, 2019 to Oct. 01, 2020. This policy provides liability limits of \$1,000,000 for each occurrence. This policy provides liability coverage for allegations of bodily injury, personal injury, and property damage.

P.O. Box 2070 | Omaha, NE 68103-2070 | 402.951.8300 | 800.338.9735 | F 888.992.6167 | www.emcins.com



Umbrella policy

EMC provides the City with Umbrella policy, number 1J1-70-94 with effective dates of Oct. 01, 2019 to Oct. 01, 2020. This policy provides liability limits of \$5,000,000 for each occurrence on an excess basis. The coverage provided by the Umbrella policy is on an excess basis is no broader than the underlying policies.

ANALYSIS OF COVERAGE – COMMERCIAL GENERAL LIABILITY (“CGL”) POLICY

In the analysis of coverage for a claim, it is necessary to determine whether the CGL insuring agreement has been met, and if exclusions, endorsements, conditions, or other facts impact coverage.

INSURING AGREEMENT

The CGL insuring agreement requires property damage or bodily injury under the provisions of Coverage A, and personal and advertising injury under the provisions of Coverage B. An injury or damage must be caused by an occurrence during the insured's policy period.

The City of Seward's CGL Coverage Form is modified by the **EXCLUSION – FAILURE TO SUPPLY** Endorsement, CG 22 50 (04-13). This endorsement changes the policy and states:

This insurance does not apply to "bodily injury" or "property damage" arising out of the failure of any insured to adequately supply gas, oil, water, electricity, steam or biofuel.

This exclusion does not apply if the failure to supply results from the sudden and accidental injury to tangible property owned or used by any insured to procure, produce, process or transmit the gas, oil, water, electricity, steam or biofuel.

As such, the City does not have coverage under the City of Seward's General Liability Policy and is specifically excluded under the Exclusion – Failure to supply endorsement.

The failure to supply was not sudden and accidental. The City shut off power to complete a voltage conversion/upgrade to equipment.



Conclusion

EMC has concluded that the CGL and Umbrella policies do not provide coverage for the claim submitted. EMC further expressly reserves any and all other policy provisions or exclusions contained in its policy as a basis to deny coverage under its policies.

The company, by naming the specific grounds for this disclaimer of coverage, does not waive any of its rights or any of the provisions and conditions of this policy of insurance and specifically reserves all of its rights and remedies under this policy, and under the statutes and common law.

If you believe there is additional information relevant to EMC's coverage determination in this matter that EMC has not considered, please forward that information to EMC for review and consideration. If you have any questions regarding this correspondence, please contact me in writing or I can be reached at 402-951-8306.

Sincerely,

Kerri Alvarez

Kerri Alvarez
Sr. Claim Adjuster
kerri.g.alvarez@emcins.com

CC: Suhr & Lichy Insurance Agency
145 N 5th St.
Seward, NE 68434-2146

CITY ADMINISTRATORS REPORT – 3/16/2021

- 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, Waverly Road and Karol Kay to restart soon.
- Covid-19 response to inquiries and issues.
- Monitoring weekly Governor’s press conferences for updates and change to regulations.
- Worked with DTR Project close outs.
- Working on finalizing grants for Petsource/Rail Campus – EOP
- Worked on trail grant project letter for NDOT final supplemental.
- Reviewing legislative bills introduced in the Nebraska Legislature for City interests.
- Continued annual recognition breakfasts with each department (in place of annual dinner).
- Conducted virtual site economic development projects with SCCDP.
- Attended E911 Board Meeting to assist on the director annual evaluation process.
- Attended Civic Center Commission Meeting to discuss personnel and SCCDP offices.
- Attended CRA Meeting for IHC Properties, Arrowhead Estates, and Kayton Apartments.
- Attended weekly training sessions put on by NIFA related to housing issues.
- Met with Chair of Safety Committee to discuss updates to Safety Program.
- Met with potential tenant for the Golf Course kitchen.
- Met with representatives on the Seward Wellness Project, shared ideas for community committee meeting that night, and provided documents related to the “Old Middle School Wellness Center” project.
- Conference call with NEMA and JEO regarding the Hazard Mitigation Grant Proposal for pump house reconstruction.

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

Police Department

- Traffic Incident Management meeting in Aurora.
- E911 Board Meeting.
- Department restructure & filling vacancies.

Clerk’s Office

- Non-Class C Liquor License Renewal for May 1.
- Office notes are being updated for City Clerk/HR Office.
- Continue Process for Filling Assistant Chief of Police/Captain.
- Continue Process for Establishing Eligibility List for Police Sergeant.
- CRA Meeting, March 10.

Water/Wastewater Department

- Outfall project is starting, working with contractor on water line.
- Working on plant employee’s training classes.
- Gate repair at south 2nd street lift station, repair propane leak on generator.

Parks and Rec/Cemetery/Golf/Pool

- Softball and Baseball meeting with Concordia.
- Cemetery Board Meeting at Civic Center.
- Service Equipment for Golf, Cemetery and Public Properties.
- Clean up and maintenance of the press boxes and scoreboards.

Electric Department

- Work on metering program.
- Work on mapping.
- Do locates.
- Work on SCADA.

Street Department

- Fill potholes.
- Sign repair.
- Tar streets.
- Grinding stumps and backfilling stump holes.

Library

- Checking printing for computer lab work.
- Checking install, fixing errors for three new staff computers.
- Zoom Meeting for SELS Board.
- Began in person programming.

Building Inspection/Planning Department

- March 8th PC meeting: Staff reports, agenda, and PC Packets go out for CLBKDB Minor Plat and Rezone and ULDO 40 Cartway width Amendment.
- Spoke with Chief Kimsey, he has a training meeting scheduled today with the Fire Dept. and will know more about DQ training timeframe, he will also know more about the demolition of the house to the north of the Fire station and will update us.
- Plan review: Seward Memorial Hospital dropped off plans for the remodel of the second floor once the third-floor expansion is complete, anticipating mid-summer.
- Fire training took place Sunday morning at the old Dairy Queen building. Brasch Enterprises contacted Andy Hartman to take care of the demo permit. We have received the asbestos report and NDOR permit for working along the highway.
- Responded to a grease trap complaint for La Cocina to resolve.

Engineering

- Easements, utilities (communication) for North Columbia/cemetery storm sewer.
- NDOT Hwy 15 connected access documentation, storm sewer cost estimate, plat edits (Alpha Land Surveying) and signature, and Design standards for Seward Rail Campus.
- Develop RFQ, Facilities Plan Update for WWTP Upgrade.
- Monitor construction for the WWTP Outfall.

Finance Dept.

- February Financial for the City.
- Payout December/January/February tax receipts for TIF.
- Series 2021 Sewer Revenue Refunding Bonds for the Council Meeting.
- Pushed out PRTA to all departments. Went live March 6-19, 2021.