



**CITY OF SEWARD  
City Council  
Regular Meeting**

**Agenda**

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**Tuesday, February 16, 2021 7:00 PM**

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

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**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, February 16, 2021, in the Council Chambers, 142 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

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

**MEETING BEING HELD VIA VIDEO/TELE-CONFERENCE UNDER STATE OF NEBRASKA, GOVERNOR PETE RICKETTS, EXECUTIVE ORDER NO. 20-36 (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: 880 0321 7305  
Passcode: 251478**

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

**Enter Meeting ID: 880 0321 7305  
Passcode: 251478**

**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 February 2, 2021- City Administrator Butcher

February 2, 2021

The Seward City Council met at 7:00 p.m. on Tuesday, February 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 & Human Resources Director Bonnie Otte recording the proceedings. Upon roll call, the following Councilmembers were present: Jonathon Wilken, Ellen Beck, Sid Kamprath, Jessica Kolterman, Karl Miller, John Singleton, Chris Schmit. Absent: Alyssa Hendrix. Other officials present: City Administrator Greg Butcher and City Attorney Kelly Hoffschneider.

Notice of the meeting was given in advance thereof by the method of communicating advance notice of the regular and special meetings of the City Council of the City of Seward, Nebraska, as stated in Ordinance No. 2015-08, which was adopted on the 5th day of May, 2015; said method stating that the notice of such meeting, with the agenda thereon, be posted in the following places: City Hall, Seward County Courthouse, Municipal Building, and Seward Memorial Library.

The certificate of posting notice is attached to these minutes. Notice of this meeting was simultaneously given to the Mayor and all members of the City Council and a copy of their acknowledgment of receipt of notice and the agenda are attached to these minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

THE PLEDGE OF ALLEGIANCE

Mayor Eickmeier announced that a copy of the Agenda for this meeting is posted in the room of the Civic Center and copies are available where a copy of the Open Meetings Act is also posted for public inspection. He also noted that any citizen wishing to address the Council should come to the podium, state their name and address and limit their comments to five minutes. All remarks should be directed to the Mayor/Chairperson, who will then determine who will make any appropriate response. The City of Seward reserves the right to adjust the order of items on this agenda if necessary and may elect to take action on any of the items listed.

1. APPROVAL OF MINUTES OF JANUARY 19, 2021 COUNCIL MEETING

Councilmember Schmit moved, seconded by Councilmember Kolterman, that the minutes of the January 19, 2021 City Council meeting be approved.

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

Nay: None

Absent: Hendrix. Motion carried.

1-2. CONSENT AGENDA CONSIDERATION ITEMS

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

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

CLAIMS LIST  
2-2-21  
COUNCIL MEETING

February 2, 2021

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

AKRS Equipment	Re	317.94
All Makes Office-Omaha	Eq	258.00
Bishop Michael	Ex	90.00
Bizco Technologies	Ex	105.94
Blackstrap Inc	Ma, Su	3,374.80
Bluestem Network LLC	Se	100.00
Body Basics Lincoln	Se	125.00
Border States Industries	Inv, Un, Re	17,899.35
Brunckhorst Kent	Ex	90.00
Capital Business-Dallas	Ma	351.00
Cash-Wa Distributing Co	Su	30.40
Central States Group	Re, Op	739.42
Chase Card Service		3,870.46
Amazon Mktp	Eq, Tools, Su	513.69
USPS	Su	21.65
Walmart	Gu, Su, Bu	565.40
Wendy's	Meals	19.02
Sherwin Williams	Bu	100.41
SamsClub	Su	236.60
Constant Contact	Su	20.00
Mendards	Su	460.26
Int'l Code Council	Su, Trng	253.80
Talech	Ex	67.00
Zoom.us	Ex	309.63
DHHS Central Check	Trng	5.00
Lous & Mary Annes Bar	Meals	157.50
Microsoft	EX	105.94
Supersaas	Ex	246.40
Home Depot	Su	287.43
Intersport Group, Inc	Un	211.97
Amazon.com	Eq	202.59
Valentinos	Meals	86.17
Cihal Alan F	Ex	90.00
City Seward Buildings/Gr	Op	3,000.00
City Seward Library Petty	Su	97.85
City Seward Payroll Accou	Payroll	148,333.28
Company Care	Se	22.00
Constellation Newenergy	Ut	1,388.75
Continental Fire/Alarm/De	Se	2,485.00
Cummins Sales & Service	Re	1,189.38
Fastenal Company	Su	803.01
G & P Development Landfil	Fees, Ma	198.22
Galls LLC	Un	485.94
Gleason Logan	Ex	90.00
Great Plains Communication	Se	490.00
H & S Plumbing Heating	Eq, Bu	641.12
Hach Company	Su	659.89
Hammond Michael	Misc	15.00
Hochstein Jared	Ex	90.00
Hoffschneider Law Pc LLO	Se	4,500.00
Husker Electric Supply Co	Tools, Inv, Su	2,123.48
Hydraulic Equipment Servi	Re	726.16
Jackson Services Inc	Su	101.05

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Jones Bank	Ex	70.00
Last Mile Network Consult	Se	75.30
Lincoln Winwater Works	Re	361.87
Mebulbs	Bu	613.71
Menards North	Bu	287.07
Mid-American Benefits Inc	Ins	1,335.33
Midwest Service & Sales	Ma, Gu	240.00
N M C Exchange Inc	Re	150.25
Nebraska D A S Acct OCIO	Se	231.00
Nebraska Health Environme	Se	450.00
Nebraska Revenue	Lodging Tax	498.96
Nebraska Treasurer	Fees	67.10
Norris Public Power Distr	Ex	923.52
Northern Safety Co Inc	Su	269.48
Olsson	Se	1,675.00
O'Reilly Automotive Inc	Re, Su	258.39
Pecka Brook	Ex	90.00
Quill Corp	Su	114.96
Raynor Doors	Bu	360.00
Ruether Larry L	Ex	90.00
Sam's Club (Lib-Rec-Pool)	Bu, Su	217.94
Schemmer Architects Engin	Se	3,300.00
Seward County Independent	Ex	157.28
Seward County Treasurer	Prop Tax - Golf	3,878.32
Seward Electronics	Re	393.33
Short Elliott Hendrickson	Se	551.36
St Louis Michelle	Ex	90.00
Suhr & Lichty Insurance A	Ins	13,668.00
Time Warner Cable	Se	755.61
U S Cellular	Se	260.70
Vanderslice Brian	Misc	50.00
Wesco Distribution Inc	Su	231.12
	CLAIMS TOTAL	\$226,598.04

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

Nay: None

Absent: Hendrix. Motion carried.

#### **CONFIRMATION OF MAYOR APPOINTMENTS**

Councilmember Schmit moved, seconded by Councilmember Kolterman that Mayor Eickmeier's reappointment of Diane Hill and Sally Manzer and appointment of Julie Cox (replace James Varney) to the Seward Aging Services Commission for a 2-Year term be confirmed.

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

Nay: None

Absent: Hendrix. Motion carried.

#### **ADMINISTRATIVE ITEMS**

##### **1. REQUEST BY SEWARD PUBLIC SCHOOLS FOR ASSISTANCE IN REMOVING ELEMENTARY SCHOOL PLAYGROUND**

City Administrator Butcher stated the Seward Public Schools are in the process of redeveloping the elementary playground and is asking for assistance from the City for playground equipment removal using City equipment and manpower. Mr. Butcher stated this playground is one of the most utilized

February 2, 2021

playgrounds by the public (not just by the school) and is open year-round for use. The City has the large equipment (loader and dump trucks) to pull out the equipment and haul to the Milford landfill. The School District would be responsible for the tipping fees at the landfill.

Councilmember Kolterman moved, seconded by Councilmember Kamprath that the use of City equipment and City employee manpower be authorized to assist the Seward Public Schools in removing the elementary school playground equipment at 200 E. Pinewood Avenue and transferring to the Milford Landfill, with the School District covering the cost of landfill tipping fees.

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

## 2. PRESENTATION AND ACCEPTANCE OF SEWARD MEMORIAL LIBRARY ANNUAL REPORT

Library Director Becky Baker presented the hi-lights of the Seward Memorial Library for 2019/2020, noting a decrease in use and programs due to the COVID pandemic.

Councilmember Wilken moved, seconded by Councilmember Schmit that the Seward Memorial Library 2019/2020 annual report be accepted.

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

## 3. REQUEST BY LEVY VOEHL, 632 N. 6<sup>TH</sup> STREET TO REVIEW CITY ORDINANCE REGARDING FOWL IN THE CITY LIMITS; REQUESTING TO REMOVE REQUIREMENT FOR NEIGHBOR CONSENT

Levy Voehl, 632 N. 6<sup>th</sup> St., addressed the City Council requesting an amendment to the Ordinance (Seward Municipal Code 213-3.2) regarding fowl in the City limits and particularly requesting the section requiring neighbor consent be removed from the ordinance. Mr. Voehl stated he is wanting to house two small ducks inside. He stated the fowl will be allowed to be outdoors to play and exercise, but within his fenced-in yard. He said current City ordinance does not require neighbor consent for dogs, that bark, can get loose and be dangerous to a neighborhood, so it should not require neighbor consent for ducks that will be indoor pets. Mr. Voehl stated he has not attempted to obtain the required neighbor's consent.

Following brief Council discussion, Council directed Mr. Voehl to attempt obtaining the required neighbor consent, per the ordinance. Should he be unsuccessful, he could return to the City Council requesting the Council consider any ordinance amendments. Council took no action on the request.

## REPORTS

### 1. CITY ADMINISTRATOR'S REPORT

Councilmember Schmit moved, seconded by Councilmember Wilken, that City Administrator Butcher's report of February 2, 2021 be accepted.

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

## FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

February 2, 2021

None

ANNOUNCEMENT OF UPCOMING EVENTS

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Schmit, that the February 2, 2021 City Council Meeting be adjourned.

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

Nay: None

Absent: Hendrix. Motion carried.

THE CITY OF SEWARD, NEBRASKA

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Joshua Eickmeier, Mayor

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

DRAFT

## **CONSENT AGENDA**

1. Claims & Payables Reports

CLAIMS LIST  
2-16-21

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.

AKRS Equipment	Re, Su	202.49
Amazon.Com Credit Service	Su, Bu	627.59
Arcadia Publishing	Su	37.99
Baker & Taylor	Su	2,035.07
Bizco Technologies	Se, Eq	7,819.01
Black Hills Energy	Ut	1,561.13
Blue Cross Blue Shield Ne	Ins	49,002.93
Boggs Megan	Se, Eq	46.12
Border States Industries	Un, Re, Inv	9,748.19
C & C Body Shop	Re	236.00
Campbell Cleaning	Se, Eq	1,000.00
Central States Hydraulic	Re	195.70
City Seward Electric Fund	Ut	33,609.64
City Seward Library Petty	Su	137.31
City Seward Merchant Serv	Se	1,396.04
City Seward Payroll Account	Payroll	146,427.14
Commonwealth Electric Co	Ma	5,265.40
CQ Of Lincoln Havelock	Re	301.70
Creative Prod Sourcing	Su	180.28
Data Source Technology &	Re	115.00
Ditch Witch Undercon	Re	645.00
Don's Pioneer Uniform	Un	73.75
Dutton-Lainson Co	Su, Inv	13,311.34
Eakes Office Solutions	Su	170.71
Eitzmann Barry	Misc	47.92
Electronic Contracting Co	Se	483.00
Engineered Controls	Ci	11,500.00
Farmers Coop Seward	Su, Re	4,446.87
Fastenal Company	Tools	39.39
Galls LLC	Un	513.44
General Fire & Safety Eq	Eq	753.25
Halls Safety Equip Corp	Su	285.62
Helminck Printing/Grph Inc	Su	73.00
Hudson David	Misc	50.00
Husker Electric Supply Co	Tools	453.40
Hydraulic Equipment Service	Re	51.86
IOT Integrators LLC	Se	2,445.75
Jackson Services Inc	Su	53.50
Kosmicki Koch Associates	Incentive	80.00
Last Mile Network Consult	Se	90.00
Lee's Refrigeration	Ma, Bu	221.76
Lou & Mary Ann's Bar	Meals	180.30
Mailand's Clothing	Un	245.00
Marlin's Plumbing Heating	Bu	124.50
Marr Jordan	Incentive -Chrg Stn	877.93
Metering & Technology Sol	Re	2,913.63
Mid-American Benefits Inc	Ins	472.84
Midwest Auto Parts	Re	45.76
Midwest Laboratories Inc	Se	937.90
Midwest Turf & Irrigation	Re, Su	2,494.94

Miller Seed Co	Gu	34.00
Motorola Solutions Inc	Eq, Se	3,893.08
Nebraska Pub Pow-DesMoine	Ut, Incentive	462,777.55
Nebraska Treasurer	Fees	52.46
Niemann's Port-A-Pot LLC	Se, Gu	75.00
Norris Public Power Dist	Ut, Eq	1,138.17
One Call Concepts Inc	Se	46.95
O'Reilly Automotive Inc	Re	10.50
Orscheln Farm & Home	Re, Tools, Su, Bu	600.61
Overhead Door Co-Lincoln	Bu, Ci	1,044.00
Pac 'N' Save Discount Food	Su, Bu, Meals	4,564.31
Pitney Bowes Inc	Ma	105.00
Principal Financial Group	Ins	2,138.22
Progressive Microtechnology	Ma, Se	695.00
Quill Corp	Su	411.49
R R Donnelley	Su	156.31
Resco	Se, Inv	26,650.00
Seward County Clerk/Reg D	Ex	100.00
Seward County Independent	Ex, Su	896.29
Seward County Treasurer	Se, Misc	19,607.89
Seward Lumber & Home Cent	Gu, Su, Bu	1,023.78
Seward Public Schools	Fees	55.39
Seward Wind LLC	Ut	31,682.69
Skarshaug Testing Laboratory	Se	697.28
Sports Express	Un	30.00
Storey Kenworthy / Matt P	Su	537.96
Subsurface Solutions	Tools	9,902.39
Total Tool Supply Inc	Tools	2,479.00
Valentino's	Meals	77.90
Verizon Wireless	Se	453.15
Visa - Pinnacle Bank		406.44
Amazon.com	Su	23.88
Walmart	Ma, Re, Ma	86.32
Bluestem Network	Ex	115.00
Game & Parks Mailroom	Su	44.00
NI State Payport	Su	35.87
Zoom.us	Ex	16.03
Harlequinn	Su	26.54
American Library Assn	Misc	58.80
Windstream Nebraska Inc	Se	1,932.98
Woods & Aitken LLP	Se	854.00
York County Emergency M	Su	3.20
York Equipment	Re	307.40
	CLAIMS TOTAL	\$879,467.48

## 2. City Treasurer Report

TREASURER'S REPORT		MONTH OF: JANUARY 2021					
VARIANCE AT: 25.00%							
	REVENUE	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE	
DEPARTMENT	BUDGET	REVENUE	VARIANCE	BALANCE	REVENUE	B/W BUDGET YEARS	
ELECTRIC	10,912,820	3,341,321	31%	7,571,499	3,039,661	301,660	
ELEC BOND PYMT							
WATER	1,888,000	642,525	34%	1,245,475	582,230	60,295	
WATER BOND PYMTS							
WATER SINKING FUND	20,000	- 0 -	0%	20,000	- 0 -	- 0 -	
WASTEWATER TREATMENT	1,580,092	582,743	37%	997,349	522,759	59,984	
WWTW BOND PYMT							
WWTW SINKING FUND	15,000	- 0 -	0%	15,000	- 0 -	- 0 -	
<b>TOTAL BUSINESS-TYPE FUNDS</b>	<b>14,415,912</b>	<b>4,566,590</b>	<b>32%</b>	<b>9,849,322</b>	<b>4,144,650</b>	<b>421,939</b>	
GENERAL (LESS DONATIONS)							
DONATIONS							
LEGAL							
POLICE	7,900	1,835	23%	6,065	3,038	(1,203)	
E911							
POLICE EQUITABLE SHARING	100,000	- 0 -	0%	100,000	- 0 -	- 0 -	
STREET	1,786,311	420,553	24%	1,365,758	363,283	57,271	
STREET STP	145,328	1	0%	145,327	5	(4)	
DEBT SERVICE	845,474	563,508	67%	281,966	431,086	132,422	
RAIL CAMPUS	1,000	196,773	0%	(195,773)	6,000	190,773	
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	372	(372)	
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	42,042	51%	40,958	91,647	(49,605)	
BLDGS & GRDS (CITY HALL)	36,000	12,000	33%	24,000	12,000	- 0 -	
CIVIC CENTER	268,313	67,755	25%	200,558	38,325	29,430	
LIBRARY	57,100	6,237	11%	50,863	9,283	(3,046)	
LIBRARY MAINTENANCE FUND	- 0 -	- 0 -	0%	- 0 -	32	(32)	
PUBLIC PROPERTIES	12,050	15,000	124%	(2,950)	1,203	13,797	
CEMETERY	40,000	24,225	61%	15,775	14,375	9,850	
GOLF COURSE	275,350	24,669	9%	250,681	8,767	15,902	
NEW PARK DEVELOPMENT	275	29	11%	246	129	(100)	
NEW CEMETERY DEVELOPMENT	500	87	17%	413	386	(299)	
GUTHMAN TRUST - REGULAR	260	95	36%	165	123	(28)	
GUTHMAN TRUST - PAVING	100	9	9%	91	41	(32)	
PERPETUAL CARE - PRINCIPAL	6,000	2,850	48%	3,150	2,550	300	
PERPETUAL CARE - INTEREST	500	103	21%	397	435	(331)	
BLDGS & GRDS (OTHER)	150	- 0 -	0%	150	- 0 -	- 0 -	
BUILDING INSPECTION	98,000	33,650	34%	64,350	68,236	(34,586)	
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	1,373	2%	61,627	1,373	0	
TREE BOARD	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PLANNING COMMISSION	105,100	2,998	3%	102,102	1,655	1,343	
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	10,347	28%	26,504	11,524	(1,177)	
SPORTS COMPLEX LIGHTS	150	18	12%	132	125	(107)	
SENIOR CENTER	78,500	11,896	15%	66,604	24,553	(12,657)	
SENIOR SHUTTLE	3,438	9	0%	3,429	1,313	(1,305)	
RECYCLING	- 0 -	2,841	0%	(2,841)	506	2,335	
ECONOMIC DEVELOPMENT	244,444	77,811	32%	166,633	83,318	(5,507)	
TAX INCREMENT FINANCING	359,943	119,437	33%	240,506	102,367	17,070	
GENERAL REVENUES	4,324,300	737,007	17%	3,587,293	778,120	(41,114)	
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>9,337,123</b>	<b>2,375,625</b>	<b>25%</b>	<b>6,852,561</b>	<b>2,056,451</b>	<b>319,174</b>	
(UNAUDITED)							

TREASURER'S REPORT	MONTH OF:	JANUARY 2021				
VARIANCE AT: 25.00%						
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS
ELECTRIC	11,283,522	3,148,737	28%	8,134,785	3,312,472	(163,735)
ELEC BOND PYMT	498,087	- 0 -	0%	498,087	- 0 -	- 0 -
WATER	2,976,533	471,211	16%	2,505,322	499,743	(28,532)
WATER BOND PYMTS	376,691	133,671	35%	243,020	141,285	(7,614)
WATER SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
WASTEWATER TREATMENT	2,711,816	308,758	11%	2,403,058	417,221	(108,463)
WWTW BOND PYMT	312,665	5,412	2%	307,253	8,049	(2,637)
WWTW SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
<b>TOTAL BUSINESS-TYPE FUNDS</b>	<b>18,159,314</b>	<b>4,067,789</b>	<b>22%</b>	<b>14,091,525</b>	<b>4,378,770</b>	<b>(310,981)</b>
GENERAL (LESS DONATIONS)	1,000,387	102,274	10%	898,113	99,401	2,873
DONATIONS	100,000	10,085	10%	89,916	165	9,920
LEGAL	69,610	24,733	36%	44,877	24,731	2
POLICE	1,414,575	419,675	30%	994,900	388,735	30,940
E911	230,606	76,869	33%	153,737	56,078	20,791
POLICE EQUITABLE SHARING	100,000	- 0 -	0%	100,000	- 0 -	- 0 -
STREET	2,471,594	911,376	37%	1,560,218	721,483	189,892
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	1,505	5%	29,495	19,247	(17,742)
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	44,468	54%	38,532	91,647	(47,179)
BLDGS & GRDS (CITY HALL)	41,413	11,213	27%	30,200	11,124	88
CIVIC CENTER	268,313	77,168	29%	191,145	52,557	24,611
LIBRARY	591,096	148,592	25%	442,504	155,398	(6,806)
LIBRARY MAINTENANCE FUND	- 0 -	- 0 -	0%	- 0 -	13,238	(13,238)
PUBLIC PROPERTIES	474,818	138,355	29%	336,463	134,991	3,364
CEMETERY	181,848	62,600	34%	119,248	49,356	13,244
GOLF COURSE	490,245	109,394	22%	380,851	105,881	3,513
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	1,335	12%	9,490	402	933
BUILDING INSPECTION	114,698	25,772	22%	88,926	34,849	(9,077)
FIRE (LESS DONATIONS)	337,259	34,066	10%	303,193	38,927	(4,861)
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	4,932	2%	217,890	36,736	(31,804)
ENGINEER	143,916	41,991	29%	- 0 -	51,531	(9,540)
DOWDING POOL (LESS DONATIONS)	312,561	37,713	12%	274,848	94,355	(56,642)
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	87,998	29%	218,853	90,732	(2,734)
SPORTS COMPLEX LIGHTS	- 0 -	- 0 -	0%	- 0 -	30,000	(30,000)
SENIOR CENTER	164,786	37,340	23%	127,446	36,130	1,210
SENIOR SHUTTLE	3,438	1,302	38%	2,136	1,621	(319)
RECYCLING	34,816	18,079	52%	16,737	22,204	(4,125)
ECONOMIC DEVELOPMENT	244,444	7	0%	244,437	1,822	(1,815)
TAX INCREMENT FINANCING	349,743	86,814	25%	262,929	95,597	(8,782)
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>11,109,009</b>	<b>2,918,142</b>	<b>26%</b>	<b>8,088,941</b>	<b>2,875,228</b>	<b>42,914</b>
				(UNAUDITED)		

## Pledges By Pledgee And Maturity



**Pledged To: CITY TREASURER**

**Jones Bank - Seward, NE**

**As Of 1/31/2021**

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity Prefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
							Original Face	Par	Book Value	Market Value
803765BN5 COMM: COMMERCE BANK	AFS		SARPY SAN 208-REF NE 23 08/15/23 10/15/21 @ 100.00	2.15		115,000.00 100.00%	115,000.00	115,000.00	115,000.00	116,576.65
406036HY2 COMM: COMMERCE BANK	AFS		HALL CO SCH DIST NE 27 12/15/27 12/23/21 @ 100.00	3.00		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	256,402.50
818483EP0 COMM: COMMERCE BANK	AFS		SEWARD-REF-ELEC REV NE 22 02/15/22	2.20		105,000.00 100.00%	105,000.00	105,000.00	105,000.00	105,128.10
803770SC1 COMM: COMMERCE BANK	AFS		SARPY CO SD #37-B-REF NE 31 06/15/31 06/15/22 @ 100.00	3.00	AA-	250,000.00 100.00%	250,000.00	250,000.00	250,000.00	259,617.50
25931PAU9 COMM: COMMERCE BANK	AFS		DOUGLAS SD #15-BLDG NE 22 12/15/22	1.75		210,000.00 100.00%	210,000.00	210,000.00	210,000.00	210,501.90
45289MGF9 COMM: COMMERCE BANK	AFS		IMPERIAL-REF NE 22 12/15/22	1.45		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	190,615.60
079212T63 COMM: COMMERCE BANK	AFS		BELLEVUE-TAX ANTIC NE 24 06/01/24	2.35		100,000.00 100.00%	100,000.00	100,000.00	100,000.00	100,143.00
810183AZ6 COMM: COMMERCE BANK	AFS		SCOTTS BLUFF SD #32 NE 24 06/15/24	2.50		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	250,392.50
919558KE5 COMM: COMMERCE BANK	AFS		VLY CO-REF NE 24 12/15/24	2.65		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	200,326.00
256449BC2 COMM: COMMERCE BANK	AFS		DODGE SD #595-QSCB NE 25 12/15/25	6.00		300,000.00 100.00%	300,000.00	300,000.00	300,000.00	301,086.00
412606CP8 COMM: COMMERCE BANK	AFS		HARLAN CNTY-REF NE 26 06/01/26	1.75		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	200,980.00
943776JA3 COMM: COMMERCE BANK	AFS		WAVERLY-REF NE 26 06/15/26	2.25		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	200,272.00
148006EZ8 COMM: COMMERCE BANK	AFS		CASS CO SD #1 NE 26 12/15/26	2.35		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	200,694.00

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## Pledges By Pledgee And Maturity

BBA

**Pledged To: CITY TREASURER**

As Of 1/31/2021

Jones Bank - Seward, NE

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
							Original Face	Par	Book Value	Market Value
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	195,000.00	195,604.50
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	245,000.00	246,055.95
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	250,000.00	251,632.50
COMM: COMMERCE BANK	661615SQ8	AFS	N PLATTE-REF NE 28 06/01/28	2.60		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	200,658.00
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	250,000.00	251,050.00
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	175,000.00	179,966.50
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	155,000.00	159,031.55
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	250,000.00	254,095.00
COMM: COMMERCE BANK	486841DW6	AFS	KEARNEY CO SD #503 NE 29 12/15/29	3.00	A+	250,000.00 100.00%	250,000.00	250,000.00	250,400.42	256,567.50
COMM: COMMERCE BANK	123825GB1	AFS	BUTLER PWR DIST-B NE 30 08/15/30	2.90		200,000.00 100.00%	200,000.00	200,000.00	200,137.31	200,752.00
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	150,000.00	152,790.00
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	250,000.00	258,740.00
COMM: COMMERCE BANK	751265RA9	AFS	RALSTON-VEHICLE NE 32 06/01/32	3.70		300,000.00 100.00%	300,000.00	300,000.00	300,000.00	300,390.00

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1/28/2021 8:14 AM - BLA / JNBT

BBA - Baker Bond Accounting ®

## Pledges By Pledgee And Maturity



**Pledged To: CITY TREASURER**

Jones Bank - Seward, NE

**As Of 1/31/2021**

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Receipt# Safekeeping Location	CUSIP Location	ASC 320	Description Maturity Prerfund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
							Original Face	Par	Book Value	Market Value
661615UB8 COMM: COMMERCE BANK	AFS	N PLATTE-REF NE 32 12/15/32	3.00	A-	200,000.00 100.00%	200,000.00	200,000.00	201,050.72	209,064.00	
698864HR9 COMM: COMMERCE BANK	AFS	PAPILLION MUNI FACS NE 33 12/15/33	3.00	Aa1	175,000.00 100.00%	175,000.00	175,000.00	177,907.91	183,844.50	
80449PEB7 COMM: COMMERCE BANK	AFS	SAUNDERS SD #9-REF NE 33 12/15/33	3.35		400,000.00 100.00%	400,000.00	400,000.00	395,304.27	400,376.00	
818468BN9 COMM: COMMERCE BANK	AFS	SEWARD-REF NE 33 12/15/33	2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	400,000.00	410,824.00	
943776KA1 COMM: COMMERCE BANK	AFS	WAVERLY NE 34 06/01/34	2.95		335,000.00 100.00%	335,000.00	335,000.00	335,000.00	347,023.15	
25928KCK5 COMM: COMMERCE BANK	AFS	DOUGLAS SAN #466-REF NE 34 09/15/34	3.20		175,000.00 100.00%	175,000.00	175,000.00	175,000.00	175,885.50	
25930PDA1 COMM: COMMERCE BANK	AFS	DOUGLAS SID #477-REF NE 34 09/15/34	4.00		150,000.00 100.00%	150,000.00	150,000.00	150,000.00	153,331.50	
122861JN8 COMM: COMMERCE BANK	AFS	BURT CO PUB PWR-A-REF NE 34 07/01/36	3.50		350,000.00 100.00%	350,000.00	350,000.00	350,000.00	351,561.00	
25936FAU6 COMM: COMMERCE BANK	AFS	DOUGLAS SANTN #513 NE 36 08/15/36	3.65		225,000.00 100.00%	225,000.00	225,000.00	225,000.00	225,841.50	
80378EDN2 COMM: COMMERCE BANK	AFS	SARPY SID #263-REF NE 36 09/15/36	3.80		260,000.00 100.00%	260,000.00	260,000.00	260,000.00	268,262.80	
306584AT0 COMM: COMMERCE BANK	AFS	FALLS CO UTL REV-REF NE 36 12/15/36	3.25		180,000.00 100.00%	180,000.00	180,000.00	177,890.24	180,511.20	
31418CGF5 COMM: COMMERCE BANK	AFS	FNMA 20YR 02/01/37	MA2897 3.00		1,000,000.00 100.00%	1,000,000.00	510,308.55	517,662.15	541,284.54	
80379KCR9 COMM: COMMERCE BANK	AFS	SARPY CO SID #272 NE 37 12/15/37	4.25		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	204,178.00	

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## Pledges By Pledgee And Maturity



**Pledged To: CITY TREASURER**

Jones Bank - Seward, NE

As Of 1/31/2021

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
							Original Face	Par	Book Value	Market Value
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	250,000.00	264,125.00
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	150,000.00	153,264.00
COMM: COMMERCE BANK	25933EEG9	AFS	DOUGLAS CO SAN & IMPT NE 4C 11/15/40	3.15		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	193,591.00
COMM: COMMERCE BANK	164543BF6	AFS	CHERRY CO NE 40 12/15/40	3.00	Aa3	200,000.00 100.00%	200,000.00	200,000.00	206,449.21	210,524.00
COMM: COMMERCE BANK	3136A3E64	AFS	FNR 2012-9 YC 11/25/41	2.00		2,250,000.00 100.00%	2,250,000.00	559,553.54	546,699.43	574,961.52
COMM: COMMERCE BANK	3137BMSR8	AFS	FHR 4548 GB 07/15/42	3.00		1,100,000.00 100.00%	1,100,000.00	235,357.64	238,508.27	239,987.90
COMM: COMMERCE BANK	3136ARSY5	AFS	FNR 2016-8 EH 08/25/42	4.00		1,000,000.00 100.00%	1,000,000.00	229,159.53	234,891.30	236,626.35
<b>46 Securities Pledged To: 1010 - CITY TREASURER</b>							<b>14,630,000.00</b>	<b>10,814,379.26</b>	<b>10,821,901.23</b>	<b>11,025,136.71</b>

CASH IN BANK \$10,695,905.78

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

Pledged Securities Detail  
January 31, 2021

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate		Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values		
		Moody	State					Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec
<b>PLEDGEE: CITY OF SEWARD (02)</b>										
CMO	3137AREZ5		1.750	177007034-1		6/15/2027				
FHR	FHR 4066 MH					6/1/2012	3,800,000.00	3,800,000.00	511,261.88	524,110.33
D02/02						AFS	511,261.88	100.00%	519,732.86	745.59
CMO	3137AUF53		1.500	185156912-1		10/15/2041				
FHR	FHR 4107 HE					9/1/2012	1,000,000.00	1,000,000.00	218,076.07	221,169.40
D02/02						AFS	218,076.07	100.00%	211,959.67	272.60
CMO	3137AWU78		1.250	185157011-1		12/15/2027				
FHR	FHR 4145 AC					12/1/2012	1,500,000.00	1,500,000.00	163,933.92	162,651.30
D02/02						AFS	163,933.92	100.00%	162,625.83	170.76
CMO	3137B0NV2		1.500	185157163-1		9/15/2025				
FHR	FHR 4176 EC					3/1/2013	2,000,000.00	2,000,000.00	181,842.54	183,730.53
D02/02						AFS	181,842.54	100.00%	180,896.15	227.30
GNMA	36176W2B6		4.000	185168920-1		12/15/2026				
GNMA	GNMA POOL 778670					12/1/2011	560,000.00	560,000.00	60,766.19	65,491.07
D02/02						AFS	60,766.19	100.00%	62,950.32	202.55
GNMA	36202ERL5		5.000	185171012-1		3/20/2023				
GNM2	GNMA2 POOL 4091					3/1/2008	500,000.00	500,000.00	11,174.88	11,530.40
D02/02						AFS	11,174.88	100.00%	11,356.72	46.56
GNMA	3620A9QG9		3.500	185171527-1		9/15/2024				
GNMA	GNMA POOL 723255					9/1/2009	750,000.00	750,000.00	46,364.77	48,404.19
D02/02						AFS	46,364.77	100.00%	47,586.65	135.23
GNMA	3620ARB59		3.500	185171588-1		5/15/2025				
GNMA	GNMA POOL 737260					5/1/2010	1,000,000.00	1,000,000.00	81,169.37	85,619.25
D02/02						AFS	81,169.37	100.00%	82,676.80	236.74
MBS	3128MEHL8		5.000	185145155-1		11/1/2024				
FGLM	FHLMC POOL G15435					5/1/2015	557,000.00	557,000.00	1,461.43	1,500.45
D02/02						AFS	1,461.43	100.00%	1,496.48	6.09
MBS	3128MMLQ4		4.500	185145399-1		12/1/2024				
FGLM	FHLMC POOL G18334					12/1/2009	1,015,000.00	1,015,000.00	28,280.56	29,849.63
D02/02						AFS	28,280.56	100.00%	28,849.99	106.05

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

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

Pledged Securities Detail  
January 31, 2021

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate		Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values			
		Moody	State					Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS	3128PNBR8	4.000		185147186-1		7/1/2024					
FGLM	FHLMC POOL J09948					6/1/2009	1,300,000.00	1,300,000.00	36,089.08	38,010.81	38,010.81
D02/02						AFS	36,089.08	100.00%	37,053.69	120.30	38,131.11
MBS	3128PQ4E8	4.500		185147195-1		2/1/2025					
FGLM	FHLMC POOL J11721					2/1/2010	1,200,000.00	1,200,000.00	42,079.42	44,492.19	44,492.19
D02/02						AFS	42,079.42	100.00%	43,521.41	157.80	44,649.99
MBS	3128PVN22	3.000		185147378-1		6/1/2021					
FGLM	FHLMC POOL J15809					6/1/2011	285,000.00	285,000.00	1,614.74	1,708.04	1,708.04
D02/02						AFS	1,614.74	100.00%	1,617.75	4.04	1,712.08
MBS	3128Q0GL5	4.000		185147609-1		5/1/2027					
FGLM	FHLMC POOL J19203					5/1/2012	425,000.00	425,000.00	48,885.92	51,958.75	51,958.75
D02/02						AFS	48,885.92	100.00%	51,053.35	162.95	52,121.70
MBS	31294MML2	3.000		185147907-1		3/1/2022					
FGLM	FHLMC POOL E03063					3/1/2012	1,000,000.00	1,000,000.00	14,173.43	15,000.81	15,000.81
D02/02						AFS	14,173.43	100.00%	14,262.63	35.43	15,036.24
MBS	31335HUG6	6.000		185150272-1		10/1/2022					
FGLM	FHLMC POOL C90583					10/1/2002	700,000.00	700,000.00	1,222.38	1,267.05	1,267.05
D02/02						AFS	1,222.38	100.00%	1,224.64	6.11	1,273.16
MBS	31335HYR8	5.500		185150298-1		10/1/2023					
FGLM	FHLMC POOL C90720					10/1/2003	3,250,000.00	3,250,000.00	31,812.07	33,797.07	33,797.07
D02/02						AFS	31,812.07	100.00%	32,706.95	145.81	33,942.88
MBS	31371LQY8	5.000		185155978-1		6/1/2024					
FNMA	FNMA POOL 255271					5/1/2004	500,000.00	500,000.00	6,196.04	6,878.04	6,878.04
D02/02						AFS	6,196.04	100.00%	6,172.76	25.82	6,903.86
MBS	31371NJQ9	6.500		185156082-1		8/1/2022					
FNMA	FNMA POOL 256871					7/1/2007	1,100,000.00	1,100,000.00	8,162.65	8,462.99	8,462.99
D02/02						AFS	8,162.65	100.00%	8,323.09	44.21	8,507.20
MBS	31375HAP9	2.293		185156211-1		2/1/2026					
FNMV	FNMA ARM POOL 334914					1/1/1996	1,000,000.00	1,000,000.00	876.97	879.24	879.24
D02/02						AFS	876.97	100.00%	879.94	1.68	880.92
MBS	3138AMK38	4.500		185159473-1		7/1/2026					
FNMA	FNMA POOL AI7513					7/1/2011	500,000.00	500,000.00	57,868.69	61,482.38	61,482.38
D02/02						AFS	57,868.69	100.00%	59,922.60	217.01	61,699.39

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

Pledged Securities Detail  
January 31, 2021

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate		Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values			
		Moody	State					Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS	3138EJLQ9	4.000		185159924-1		7/1/2027					
FNMA	FNMA POOL AL2134					7/1/2012	443,000.00	443,000.00	62,703.54	67,230.67	67,230.67
D02/02						AFS	62,703.54	100.00%	65,139.69	209.01	67,439.68
MBS	3138EKRM9	3.500		185160071-1		2/1/2028					
FNMA	FNMA POOL AL3191					2/1/2013	500,000.00	500,000.00	83,364.44	88,670.43	88,670.43
D02/02						AFS	83,364.44	100.00%	86,476.88	243.15	88,913.58
MBS	3138EKVV4	2.500		185160087-1		4/1/2023					
FNMA	FNMA POOL AL3327					3/1/2013	525,000.00	525,000.00	32,322.49	32,950.76	32,950.76
D02/02						AFS	32,322.49	100.00%	32,479.62	67.34	33,018.10
MBS	3138ELYF4	4.000		185160221-1		10/1/2028					
FNMA	FNMA POOL AL4309					10/1/2013	1,000,000.00	1,000,000.00	157,078.27	169,836.55	169,836.55
D02/02						AFS	157,078.27	100.00%	163,520.44	523.59	170,360.14
MBS	3138EMCY5	4.000		185160242-1		2/1/2027					
FNMA	FNMA POOL AL4586					12/1/2013	575,000.00	575,000.00	74,865.01	79,660.90	79,660.90
D02/02						AFS	74,865.01	100.00%	77,952.29	249.55	79,910.45
MBS	3138WDU82	3.000		178000698-1		1/1/2030					
FNMA	FNMA POOL AS4206					12/1/2014	1,160,000.00	1,160,000.00	305,957.34	323,636.92	323,636.92
D02/02						AFS	305,957.34	100.00%	322,400.72	764.89	324,401.81
MBS	3140J5EA3	2.500		185164038-1		12/1/2029					
FNMA	FNMA POOL BM1028					3/1/2017	300,000.00	300,000.00	102,163.88	107,293.41	107,293.41
D02/02						AFS	102,163.88	100.00%	102,586.16	212.84	107,506.25
MBS	31410KAW4	4.000		185164389-1		3/1/2023					
FNMA	FNMA POOL 889321					3/1/2008	2,050,000.00	2,050,000.00	9,803.16	9,908.55	9,908.55
D02/02						AFS	9,803.16	100.00%	9,954.07	32.68	9,941.23
MBS	31412P2K6	4.500		185164602-1		7/1/2024					
FNMA	FNMA POOL 931478					6/1/2009	2,900,000.00	2,900,000.00	59,545.64	62,832.97	62,832.97
D02/02						AFS	59,545.64	100.00%	61,210.21	223.30	63,056.27
MBS	31417SAL4	4.500		185165282-1		10/1/2024					
FNMA	FNMA POOL AC5410					10/1/2009	2,040,000.00	2,040,000.00	92,265.32	97,267.86	97,267.86
D02/02						AFS	92,265.32	100.00%	95,142.00	345.99	97,613.85
MBS	31418AAC2	3.000		185165786-1		11/1/2026					
FNMA	FNMA POOL MA0902					10/1/2011	1,000,000.00	1,000,000.00	60,632.40	63,488.92	63,488.92
D02/02						AFS	60,632.40	100.00%	61,379.26	151.58	63,640.50

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Pledged Securities Detail  
January 31, 2021

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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	Pledge Values			
								Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS	31418AKN7	3.000		177011537-1		10/1/2032					
FNMA	FNMA POOL MA1200					9/1/2012	800,000.00	800,000.00	215,275.20	227,792.24	227,792.24
D02/02						AFS	215,275.20	100.00%	228,251.02	538.19	228,330.43
MBS	31418AQY7	2.500		185166318-1		3/1/2023					
FNMA	FNMA POOL MA1370					2/1/2013	500,000.00	500,000.00	32,519.62	33,191.76	33,191.76
D02/02						AFS	32,519.62	100.00%	32,696.29	67.75	33,259.51
MBS	31418AYS1	2.500		185166625-1		10/1/2023					
FNMA	FNMA POOL MA1620					9/1/2013	587,000.00	587,000.00	57,183.73	57,082.32	57,082.32
D02/02						AFS	57,183.73	100.00%	57,559.50	119.13	57,201.45
MUNI	123825GA3	2.750	NE	185139632-1	Contin	8/15/2029					
REV	BUTLER NE PUB PWR DIST ELEC SY				5/12/2021	5/12/2016	150,000.00	150,000.00	150,000.00	150,574.50	150,574.50
D02/02					100.000	AFS	150,000.00	100.00%	150,000.00	1,902.08	152,476.58
MUNI	259290EB6	3.100	NE	185142828-1	Contin	8/15/2030					
GO	DOUGLAS CNTY NE SAN & IMPT DIS				6/15/2021	6/15/2016	150,000.00	150,000.00	150,000.00	150,654.00	150,654.00
D02/02					100.000	AFS	150,000.00	100.00%	150,000.00	2,144.17	152,798.17
MUNI	259292CS7	2.700	NE	185142831-1	Contin	11/15/2026					
GO	DOUGLAS CNTY SAN IMPT DIST 427				11/15/2022	11/15/2017	280,000.00	280,000.00	280,000.00	282,772.00	282,772.00
D02/02					100.000	AFS	280,000.00	100.00%	280,000.00	1,596.00	284,368.00
MUNI	25930HAU8	2.400	NE	185142850-1	Contin	3/15/2022					
GO	DOUGLAS CNTY NE SAN & IMPT DIS				2/1/2021	3/15/2015	75,000.00	75,000.00	75,000.00	75,072.00	75,072.00
D02/02					100.000	AFS	75,000.00	100.00%	75,000.00	680.00	75,752.00
MUNI	25930PCG9	2.900	NE	185142854-1	Contin	11/15/2028					
GO	DOUGLAS CNTY NE SAN & IMPT				11/15/2021	11/15/2016	80,000.00	80,000.00	80,000.00	80,779.20	80,779.20
D02/02					100.000	AFS	80,000.00	100.00%	80,000.00	489.78	81,268.98
MUNI	25930TBJ6	2.900	NE	184003054-1	Cont	11/15/2036					
GO	DOUGLAS CNTY NEB SANI & #421				5/15/2025	5/19/2020	50,000.00	50,000.00	50,000.00	53,079.50	53,079.50
D02/02					100.000	AFS	50,000.00	100.00%	50,000.00	306.11	53,385.61
MUNI	25930VCD3	2.550	NE	185142857-1	Contin	2/15/2024					
GO	DOUGLAS CNTY NE SAN & IMPT				3/1/2021	3/1/2016	50,000.00	50,000.00	50,000.00	50,075.50	50,075.50
D02/02					100.000	AFS	50,000.00	100.00%	50,000.00	587.92	50,663.42
MUNI	25931FCK1	3.000	NE	185142860-1	Contin	9/15/2031					
GO	DOUGLAS CNTY NE SAN & IMPT				9/15/2021	9/15/2016	240,000.00	240,000.00	240,000.00	241,497.60	241,497.60
D02/02					100.000	AFS	240,000.00	100.00%	240,000.00	2,720.00	244,217.60

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate		Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values				
		Moody	State					Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value	
MUNI	25931LCN2	2.700	NE	185142862-1	Contin	11/15/2028						
GO	DOUGLAS CNTY NE SAN & IMPT				11/15/2021	11/15/2016	170,000.00	170,000.00	170,000.00	171,468.80	171,468.80	
D02/02					100.000	AFS	170,000.00	100.00%	170,000.00	969.00	172,437.80	
MUNI	25931MBX9	3.100	NE	185142863-1	Contin	10/15/2029						
GO	DOUGLAS CNTY NE SAN & IMPT				7/15/2021	7/15/2016	140,000.00	140,000.00	140,000.00	140,779.80	140,779.80	
D02/02					100.000	AFS	140,000.00	100.00%	140,000.00	1,277.89	142,057.69	
MUNI	25931VBA9	3.050	NE	185142865-1	Contin	11/15/2029						
GO	DOUGLAS CNTY NE SA & IMPT DIST				5/15/2021	5/15/2016	135,000.00	135,000.00	135,000.00	135,488.70	135,488.70	
D02/02					100.000	AFS	135,000.00	100.00%	135,000.00	869.25	136,357.95	
MUNI	25931VBN1	3.500	NE	185142866-1	Contin	8/15/2032						
GO	DOUGLAS CNTY NE SAN & IMPT				7/15/2022	7/27/2017	50,000.00	50,000.00	50,000.00	50,482.50	50,482.50	
D02/02					100.000	AFS	50,000.00	100.00%	50,000.00	806.94	51,289.44	
MUNI	25933BEB6	3.000	NE	184003099-1	Cont	11/15/2035						
GO	DOUGLAS CNTY NEB SAN & IMPT DI				5/15/2025	5/19/2020	150,000.00	150,000.00	150,000.00	156,915.00	156,915.00	
D02/02					100.000	AFS	150,000.00	100.00%	150,000.00	950.00	157,865.00	
MUNI	25934ACJ2	3.100	NE	185142882-1	Contin	12/15/2030						
GO	DOUGLAS CNTY NE SAN & IMPT				7/15/2021	7/15/2016	120,000.00	120,000.00	120,000.00	120,594.00	120,594.00	
D02/02					100.000	AFS	120,000.00	100.00%	120,000.00	475.33	121,069.33	
MUNI	25934QDB3	2.000	NE	185142887-1		10/1/2021						
GO	DOUGLAS CNTY NE SAN & IMPT					10/1/2016	80,000.00	80,000.00	80,000.00	80,402.40	80,402.40	
D02/02						AFS	80,000.00	100.00%	80,000.00	533.33	80,935.73	
MUNI	406036HN6	2.400	NE	185176896-1	Contin	12/15/2024						
GO	HALL CNTY NE SCD #2 GRAND IS				2/1/2021	2/9/2015	100,000.00	100,000.00	100,000.00	100,162.00	100,162.00	
D02/02					100.000	AFS	100,000.00	100.00%	100,000.00	306.67	100,468.67	
MUNI	473260DB0	2.550	NE	185178494-1	Contin	12/15/2025						
GO	JEFFERSON CNTY NE				2/1/2021	6/5/2015	80,000.00	80,000.00	80,000.00	80,137.60	80,137.60	
D02/02					100.000	AFS	80,000.00	100.00%	80,000.00	260.67	80,398.27	
MUNI	487571FT3	2.950	NE	185178859-1	Contin	12/15/2027						
GO	KEITH CNTY NE SCD #1				2/1/2021	12/28/2015	100,000.00	100,000.00	100,000.00	100,168.00	100,168.00	
D02/02					100.000	AFS	100,000.00	100.00%	100,000.00	376.94	100,544.94	
MUNI	505318QS7	2.650	NE	185179244-1	Contin	11/15/2024						
GO	LA VISTA NE				2/1/2021	12/31/2014	115,000.00	115,000.00	115,000.00	115,196.65	115,196.65	
D02/02					100.000	AFS	115,000.00	100.00%	115,000.00	643.36	115,840.01	

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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	Pledge Values		
								Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec
MUNI REV D02/02	57973FDD8 MCCOOK NE PUBLIC PWR DIST	3.150	NE	185181069-1	Contn 8/9/2022 100.000	12/15/2030 8/9/2017 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 402.50	102,451.00 102,853.50
MUNI GO D02/02	803766BG8 SARPY CNTY NE SAN & IMPT	2.850	NE	185187208-1	Contn 2/1/2021 100.000	5/15/2022 7/1/2015 AFS	90,000.00 90,000.00	90,000.00 100.00%	90,000.00 541.50	90,146.70 90,688.20
MUNI GO D02/02	80376DCN7 SARPY CNTY NE SAN & IMPT DIST	3.250	NE	185187210-1	Contn 2/1/2021 100.000	10/15/2023 10/15/2012 AFS	200,000.00 200,000.00	200,000.00 100.00%	200,000.00 1,913.89	200,454.00 202,367.89
MUNI GO D02/02	80376ECZ8 SARPY CNTY NE SAN & IMPT DIST	3.750	NE	185187211-1	Contn 2/15/2022 100.000	8/15/2029 2/15/2017 AFS	90,000.00 90,000.00	90,000.00 100.00%	90,000.00 1,556.25	91,829.70 93,385.95
MUNI GO D02/02	80376UBK6 SARPY CNTY NE SAN & IMPT DIST	2.700	NE	185187214-1	Prerefrnd 7/15/2022 100.000	8/15/2026 7/15/2017 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 622.50	51,867.00 52,489.50
MUNI GO D02/02	80377TBE2 SARPY CNTY NE SAN & IMPT DIST	2.800	NE	185187220-1	Contn 11/15/2021 100.000	11/15/2028 11/15/2016 AFS	85,000.00 85,000.00	85,000.00 100.00%	85,000.00 502.44	85,799.85 86,302.29
MUNI GO D02/02	80377TBF9 SARPY CNTY NE SAN & IMPT DIST	2.900	NE	185187221-1	Contn 11/15/2021 100.000	11/15/2029 11/15/2016 AFS	85,000.00 85,000.00	85,000.00 100.00%	85,000.00 520.39	85,878.05 86,398.44
MUNI GO D02/02	80378TEW8 SARPY CNTY NE SAN & IMPT DIST	3.850	NE	185187230-1	Contn 4/15/2023 100.000	10/15/2033 4/15/2018 AFS	85,000.00 85,000.00	85,000.00 100.00%	85,000.00 963.57	86,765.45 87,729.02
MUNI GO D02/02	80379AEF5 SARPY CNTY NEB SAN & IMPT #243	2.700	NE	177011631-1	Cont 8/15/2025 100.000	8/15/2038 8/19/2020 AFS	290,000.00 290,000.00	290,000.00 100.00%	290,000.00 3,523.50	290,751.10 294,274.60
MUNI GO D02/02	818473FD7 SEWARD CNTY NE CENTENNIAL PUB A+	3.000	NE	185187536-1	Contn 7/27/2022 100.000	12/15/2031 7/27/2017 AFS	250,000.00 250,000.00	250,000.00 100.00%	250,000.00 958.33	257,160.00 258,118.33
MUNI GO D02/02	81847ELJ3 SEWARD NE	2.150	NE	185187544-1	Contn 2/1/2021 100.000	12/15/2022 3/27/2012 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 274.72	100,116.00 100,390.72

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								Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MUNI	81847ELK0	2.350	NE	185187545-1	Contn	12/15/2023					
GO	SEWARD NE				2/1/2021	5/18/2012	95,000.00	95,000.00	95,000.00	95,123.50	95,123.50
D02/02					100.000	AFS	95,000.00	100.00%	95,000.00	285.26	95,408.76
MUNI	818480BF1	3.550	NE	185187553-1	Contn	1/15/2024					
REV	SEWARD NEB ARPT AUTH				2/1/2021	9/1/2011	120,000.00	120,000.00	120,000.00	120,316.80	120,316.80
D02/02					100.000	AFS	120,000.00	100.00%	120,000.00	189.33	120,506.13
MUNI	818483EQ8	2.350	NE	185187554-1	Contn	2/15/2023					
REV	SEWARD NE ELEC REV				2/1/2021	3/27/2012	110,000.00	110,000.00	110,000.00	110,146.30	110,146.30
D02/02					100.000	AFS	110,000.00	100.00%	110,000.00	1,191.97	111,338.27
MUNI	818483FG9	2.450	NE	185187557-1	Contn	2/15/2028					
REV	SEWARD NE ELEC REV				6/15/2021	6/15/2016	150,000.00	150,000.00	150,000.00	150,738.00	150,738.00
D02/02					100.000	AFS	150,000.00	100.00%	150,000.00	1,694.58	152,432.58
MUNI	818484DG9	2.300	NE	185187560-1	Contn	9/15/2029					
REV	SEWARD NE SANTN SWR SYS				8/12/2021	8/12/2016	130,000.00	130,000.00	130,000.00	130,699.40	130,699.40
D02/02					100.000	AFS	130,000.00	100.00%	130,000.00	1,129.56	131,828.96
MUNI	854746DX9	2.550	NE	185195280-1	Contn	8/1/2028					
REV	STANTON CNTY NE PUB PWR DIST				3/2/2021	3/2/2016	155,000.00	155,000.00	155,000.00	155,217.00	155,217.00
D02/02					100.000	AFS	155,000.00	100.00%	155,000.00	1,976.25	157,193.25
MUNI	886094CD1	2.500	NE	184003102-1	Cont	12/15/2035					
GO	THURSTON CNTY NEB				5/28/2025	5/28/2020	200,000.00	200,000.00	200,000.00	202,768.00	202,768.00
D02/02					100.000	AFS	200,000.00	100.00%	197,104.87	638.89	203,406.89
MUNI	943781BN3	3.100	NE	185198094-1	Contn	6/15/2029					
REV	WAVERLY NE COMB UTIL REV				2/1/2021	1/20/2016	100,000.00	100,000.00	100,000.00	100,135.00	100,135.00
D02/02					100.000	AFS	100,000.00	100.00%	100,000.00	396.11	100,531.11
TAX	079238AY7	2.950	NE	185138622-1	Cont	12/15/2021					
TAXGO	BELLEVUE NEB REDEV REV				2/1/2021	5/6/2019	250,000.00	250,000.00	250,000.00	250,532.50	250,532.50
D02/02					100.000	AFS	250,000.00	100.00%	250,000.00	942.36	251,474.86
TAX	68189TBA3	6.400	NE	185184294-1		2/1/2026					
TAXREV	OMAHA NEB SPL OBLIG					3/25/2008	65,000.00	35,000.00	35,000.00	39,278.40	39,278.40
D02/02	AA+	Aa3				AFS	65,000.00	53.85%	35,000.00	1,120.00	40,398.40
<b>CITY OF SEWARD</b>								<b>43,407,000.00</b>	<b>7,983,993.04</b>	<b>8,153,311.68</b>	<b>8,153,311.68</b>
									<b>8,046,446.83</b>	<b>46,058.96</b>	<b>8,199,370.64</b>

CASH IN BANK \$8,409,737.09

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### 3. City Codes Director Report

CURRENT YEAR: January 2021

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	0	\$ -	\$ -
REMODEL/ADDIT.	7	\$ 3,826.55	\$ 1,107,994.00
ACCESSORY	10	\$ 2,035.80	\$ 128,956.00
RELOCATE	1	\$ 25.00	\$ 40,000.00
ELECTRIC			
PLUMBING	7	\$ 450.00	
MECHANICAL	8	\$ 880.00	
SEWER TAP	0	\$ -	
WATER TAP	0	\$ -	
TEMP. ELEC.	0	\$ -	
ELECTRIC SER.	0	\$ -	
<b>TOTALS</b>	<b>33</b>	<b>\$ 7,217.35</b>	<b>\$ 1,276,950.00</b>

LAST YEAR: January 2020

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 1,998.90	\$ 210,615.97
REMODEL/ADDIT.	1	\$ 4,597.84	\$ 2,427,400.00
ACCESSORY	6	\$ 733.75	\$ 58,361.64
RELOCATE	0	\$ -	\$ -
ELECTRIC	0	\$ -	\$ -
PLUMBING	14	\$ 2,105.00	\$ -
MECHANICAL	8	\$ 560.00	\$ -
SEWER TAP	1	\$ 250.00	\$ -
WATER TAP	1	\$ 881.00	\$ -
TEMP. ELEC.	1	\$ 50.00	\$ -
ELECTRIC SER.	1	\$ 200.00	\$ -
<b>TOTALS</b>	<b>34</b>	<b>\$ 11,376.49</b>	<b>\$ 2,696,377.61</b>

YEAR TO DATE January to December 2021

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	0	\$ -	\$ -
REMODEL/ADDIT.	7	\$ 3,826.55	\$ 1,107,994.00
ACCESSORY	10	\$ 2,035.80	\$ 128,956.00
RELOCATE	1	\$ 25.00	\$ 40,000.00
ELECTRIC	0	\$ -	\$ -
PLUMBING	7	\$ 450.00	\$ -
MECHANICAL	8	\$ 880.00	\$ -
SEWER TAP	0	\$ -	\$ -
WATER TAP	0	\$ -	\$ -
TEMP. ELEC.	0	\$ -	\$ -
ELECTRIC SER.	0	\$ -	\$ -
<b>TOTALS</b>	<b>33</b>	<b>\$ 7,217.35</b>	<b>\$ 1,276,950.00</b>

YEAR TO DATE January to December 2020

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 1,998.90	\$ 210,615.97
REMODEL/ADDIT.	1	\$ 4,597.84	\$ 2,427,400.00
ACCESSORY	6	\$ 733.75	\$ 58,361.64
RELOCATE	0	\$ -	\$ -
ELECTRIC	0	\$ -	\$ -
PLUMBING	14	\$ 2,105.00	\$ -
MECHANICAL	8	\$ 560.00	\$ -
SEWER TAP	1	\$ 250.00	\$ -
WATER TAP	1	\$ 881.00	\$ -
TEMP. ELEC.	1	\$ 50.00	\$ -
ELECTRIC SER.	1	\$ 200.00	\$ -
<b>TOTALS</b>	<b>34</b>	<b>\$ 11,376.49</b>	<b>\$ 2,696,377.61</b>

# OPEN Property Maintenance Code Violation Report

					Updated 2-8-2021
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
<b>2021</b>					
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 Pomerence	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 occurrences.
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
<b>2020</b>					
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 a problem 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.

## OPEN Property Maintenance Code Violation Report

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.
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

## OPEN Property Maintenance Code Violation Report

304 S 1st	Weeds and vines need to be cut back to comply with code	8/19/2020	Kelsey Herrold	In person	Bill Arkel (CSO) attempted contact & left a door hanger w/card. 8/17/20 Bill checked property & it is in compliance
1115 N Columbia	Weeds and brush need cut to comply with ordinance	8/7/2020	Lorri Canning	In person	Bill Arkel (CSO) attempted contact and left a door hanger. Grass and weeds were cut in front yard but not in the rear yard.
906 Main St	Vehicles stored with no current license and registration, Junk piled on the lot and junk appliances stored outside	7/10/2020	Daniel & Lorrie Pearson	In person	The junk has been removed, the vehicles have been licensed and the appliance are scheduled for pick-up
29 Jackson Ave	Abandoned property due to fire	12/7/2020	Katherine & Joseph Desantiago	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

## OPEN Property Maintenance Code Violation Report

950 Jackson	Vehicles, abandoned with no current license and registration	6/22/2020	Keith Rader	LM 5/5/2020	Bill Arkel reported the abandoned vehicles had been removed and the unlicensed vehicles had been registered and licensed.
		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 demolition 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

# OPEN Property Maintenance Code Violation Report

		Extended due to weather			In p+B15:F18rocess, attempting to contact ownerB20A19:F24A18:F24A17:F24A15:F24A13:F24A11:F24A10:F24A9:F24A8:F24A7:F24A6:F24A3:F24A2:FB21:F24
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#### 4. Police Department Report



# *City of Seward* Police Department

## Monthly Statistics January 2021

Service Calls	487
Accidents	9
Arrests	3
Citations	26
Warnings	82
Parking Tickets	24

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

5. Add Audra Jensen and Jose Castillo to the Seward Volunteer Firefighter Roster
6. Infrastructure Cost Items Reimbursable Back to the City

**CONFIRMATION OF MAYOR APPOINTMENTS**

1. Appoint Von Thomas to the Civil Service Commission (replace Pat Ohlmann) for a 5-Year Term

**PUBLIC HEARINGS**

1. Public Hearing - 7:00 PM - Ordinance Approving Preliminary and Final Plat of Pitsch 1st Addition (816 N 5th St and 916 N 5th St) - Building/Zoning & Code Enf Director Dworak

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that public hearings will be held by the Planning Commission of the City of Seward, Seward County, Nebraska on Monday, February 8, 2021 at 7:30 p.m. and the City Council of the City of Seward, Seward County, Nebraska on Tuesday, February 16, 2021 at 7:00 p.m. in the East & West Basement of the Seward Civic Center at 616 Bradford Street Seward, Nebraska.

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

TO PARTICIPATE - Join Via Computer, Tablet, or Smart Phone:  
Enter this URL into your browser: <https://zoom.us/join>  
Enter Meeting ID: 851 6448 6670  
Passcode : 247220

TO PARTICIPATE - Join Via Telephone - call one of the numbers below:  
1-669-900-6833 or 1-253-215-8782  
Enter Meeting ID: 85164486670#  
Passcode: 247220#

Said public hearings will be to review a Preliminary and Final Plat of PITSCH 1<sup>ST</sup> ADDITION (816 N. 5<sup>th</sup> St. and 916 N 5<sup>th</sup> St.).

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

### LEGAL DESCRIPTION

A REPLAT OF PITSCH ADDITION AS PLATTED IN THE NW.1/4 OF THE NW.1/4 OF SECTION 21, TOWNSHIP 11N. RANGE 3 EAST OF THE 6TH P.M., CITY OF SEWARD, SEWARD COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID PITSCH ADDITION; THENCE IN A NORTHERLY DIRECTION, ALONG THE WEST LINE OF SAID PITSCH ADDITION, ON AN ASSUMED BEARING OF N 00°01'09" E FOR A DISTANCE OF 179.00' TO THE NORTHWEST CORNER OF SAID PITSCH ADDITION; THENCE S 88°55'02" E, ALONG THE NORTH LINE OF SAID PITSCH ADDITION, FOR A DISTANCE OF 126.87' TO THE NORTHEAST CORNER OF SAID PITSCH ADDITION; THENCE S 00°01'12" W, ALONG THE EAST LINE OF SAID PITSCH ADDITION, FOR A DISTANCE 179.33' TO THE SOUTHEAST CORNER OF SAID PITSCH ADDITION; THENCE N 88°54'14" W, ALONG THE SOUTH LINE OF SAID PITSCH ADDITION, FOR A DISTANCE OF 126.87' TO THE POINT OF BEGINNING. (PID's 800082397, 800082400)

All persons interested may appear and be heard.

Tim Dworak  
Building/Zoning Code Enforcement Director

Published: January 27, 2021  
Provide POP

Return To: Bonnie Otte  
City of Seward  
Seward, NE

ORDINANCE NO. 2021-

AN ORDINANCE TO APPROVE THE PLAT ENTITLED "PITSCH 1<sup>ST</sup> ADDITION", A REPLAT OF PITSCH ADDITION, CITY OF SEWARD, SEWARD COUNTY, NEBRASKA," AS HEREINAFTER SET FORTH; 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.** Plat and Dedication Approved. The Plat and dedication of the following described real estate is hereby approved:

LOCATED IN THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 21 T11N R3E OF THE 6TH, P.M., CITY OF SEWARD, SEWARD COUNTY, NEBRASKA SAID TRACT OF LAND SHALL BE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT THE SOUTHWEST CORNER OF SAID PITSCH ADDITION; THENCE IN A NORTHERLY DIRECTION, ALONG THE WEST LINE OF SAID PITSCH ADDITION, ON AN ASSUMED BEARING OF N 00°01'09" E FOR A DISTANCE OF 179.00' TO THE NORTHWEST CORNER OF SAID PITSCH ADDITION; THENCE S 855'02" E, ALONG THE NORTH LINE OF SAID PITSCH ADDITION, FOR A DISTANCE OF 126.87' TO THE NORTHEAST CORNER OF SAID PITSCH ADDITION; THENCE S 00°01'12" W, ALONG THE EAST LINE OF SAID PITSCH ADDITION, FOR A DISTANCE 179.33' TO THE SOUTHEAST CORNER OF SAID PITSCH ADDITION; THENCE N 88°54'14" W, ALONG THE SOUTH LINE OF SAID PITSCH ADDITION, FOR A DISTANCE OF 126.87' TO THE POINT OF BEGINNING.

**Section 2.** Plat Designated. The plat of said real estate is hereby designated as "PITSCH 1<sup>ST</sup> ADDITION", City of Seward, Seward County, Nebraska."

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

**Section 4.** Pamphlet form; publication; when operative. This Ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval and publication as provided by law and City Ordinance.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

THE CITY OF SEWARD, NEBRASKA

\_\_\_\_\_  
Joshua Eickmeier, Mayor

Attest:

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



# Major Subdivision Application

## City of Seward

Applications shall be submitted a minimum of 30 days prior to City Planning Commission Meeting. Planning Commission meets the 2nd Monday of each month

Date Submitted: Dec. 24, 2020

Preliminary Plat Application Fees:  
\$400.00 + \$40.00 Per Lot (\$ 480.00 ), + \$100 Notification fee = 580.00

Name of Subdivision: Pitsch Addition

Owner/Developer: Betty R Pitsch Estate

Legal Description: Lots A+B of Pitsch Addition

Project Engineer: Allied Surveying & Mapping, Inc. Number of Lots: Two

Present Zoning: R-3 Requested Zoning: no change

Within City Limits	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
Adjacent to City Limits	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>
Within 2 mile area	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>
Annexation Requested	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>
Subdivision Agreement submitted	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>
Performance Bond Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>

Signed by Developer Betty R Pitsch Estate, Richard Milburn Jr, PR; Kathleen K McLaughlin  
402-483-1881 9301 Montell Rd Preliminary Plat Review  
roid@aol.com Lincoln, NE 68520

Staff Review

Electric Dept	<input type="checkbox"/>
Street Dept	<input type="checkbox"/>
Water/Waste	<input type="checkbox"/>
Police Dept	<input type="checkbox"/>
Park/Rec Dept	<input type="checkbox"/>

Agency Review

Cable TV	<input type="checkbox"/>
Gas Co	<input type="checkbox"/>
Telephone Co	<input type="checkbox"/>
School Board	<input type="checkbox"/>
County P.C.	<input type="checkbox"/>

Final Plat Application fees:  
\$100.00 + \$10.00 Per Lot (\$ 120.00 ) + filing fee ( 28.00 ) = 148.00

Aid to Construction for Electric Dept (City of Seward Resolution 8-07):  
Developer fees \$400 Per Lot = \$ \_\_\_\_\_ + \$4.00 per foot of electrical line installation for lots  
= \_\_\_\_\_

Neighborhood Park Dedication/Fees In Lieu Of (City of Seward Unified Land Development Ord. 410-41.5) See ULDO Article 41, Public Improvements & Infrastructure, 410-41.5 Section B, Parks and Reservations, to determine land or cash donation: \_\_\_\_\_

Date and action taken: Application submitted 12-21-2020 Total Fees Due: \$ 728.00  
Planning Commission: 2-8-2021 City Council: 2-16-2021

City of Seward Planning Commission

142 N 7<sup>th</sup> St. Seward, NE 68434

Staff Report

Tim Dworak, Building/Zoning &  
Code Enforcement Director

402-643-4000

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**APPLICATION TYPE**

Major Subdivision Application

**FINAL ACTION?**

**DEVELOPER/OWNER**

Betty R Pitsch Estate/Richard Pitsch Jr

**PC HEARING DATE**

February 8<sup>th</sup>, 2021

**RELATED APPLICATIONS**

**PROPERTY ADDRESS, ZONING DISTRICT/USE**

864 N 5<sup>th</sup> St, R-3, Residential

**ADJACENT ZONING DISTRICTS/USE:**

North, R-3, Residential – Albert Patterson

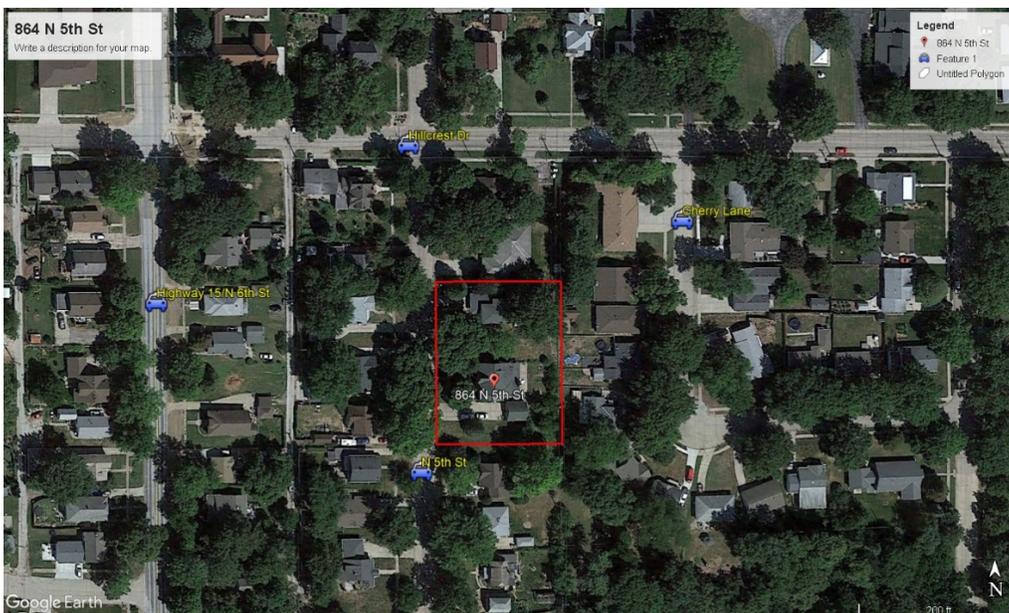
East, R-3, Residential – Janet Germer, Jordan Schmidt, Andrea Krull, Michael & Emily Baumann

South, R-3, Residential – Nathan & Jenifer Philips

West, R-3 – Residential – Michael & Charlotte Volnek, Phil & Micah Friedrich

**BRIEF SUMMARY OF REQUEST:**

A Major Subdivision preliminary and final plat review of lots 1 and 2 Pitsch 1st Addition. This is being done to move the lot line south, closer to the where the original lot line once was.



## **APPLICATION CONTACT**

Richard Pitsch Jr., 402-483-1881

9301 Montello Rd, Lincoln, NE 68520

## **COMPATIBILITY WITH THE COMPREHENSIVE PLAN**

Use type matches the comprehensive plan recommendations for residential.

## **ANALYSIS**

This is a Major Subdivision application to return Lot 2 as close to the original lot size and still meet setbacks as allowable.

The original Lot B Pitsch Addition was Re-platted to create a larger lot.

In accordance with ULDO Article 38 Subdivision Approvals and Procedures the Major Subdivision Procedure is implemented here due to the previous Replat. The platted lots 1 and 2 meet the minimum requirements for lots in an R-3 residential zone. The subject property is currently served by City utilities and streets and does not require the extension of utilities and streets.

The notice of this Public Hearing was published in the Seward County Independent, letters were mailed to owners within 300 feet, and the subject land was posted.

## **APPROXIMATE LAND AREA:**

0.522 acres, 22,746 square feet +/-

## **LEGAL DESCRIPTION:**

A REPLAT OF PITSCH ADDITION AS PLATTED IN THE NW.1/4 OF THE NW.1/4 OF SECTION 21, TOWNSHIP 11N. RANGE 3 EAST OF THE 6TH P.M., CITY OF SEWARD, SEWARD COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PITSCH ADDITION; THENCE IN A NORTHERLY DIRECTION, ALONG THE WEST LINE OF SAID PITSCH ADDITION, ON AN ASSUMED BEARING OF N 00°01'09" E FOR A DISTANCE OF 179.00' TO THE NORTHWEST CORNER OF SAID PITSCH ADDITION; THENCE S 88°55'02" E, ALONG THE NORTH LINE OF SAID PITSCH ADDITION, FOR A DISTANCE OF 126.87' TO THE NORTHEAST CORNER OF SAID PITSCH ADDITION; THENCE S 00°01'12" W, ALONG THE EAST LINE OF SAID PITSCH ADDITION, FOR A DISTANCE 179.33' TO THE SOUTHEAST CORNER OF SAID PITSCH ADDITION; THENCE N 88°54'14" W, ALONG THE SOUTH LINE OF SAID PITSCH ADDITION, FOR A DISTANCE OF 126.87' TO THE POINT OF BEGINNING. (PID's 800082397, 800082400)

Prepared by

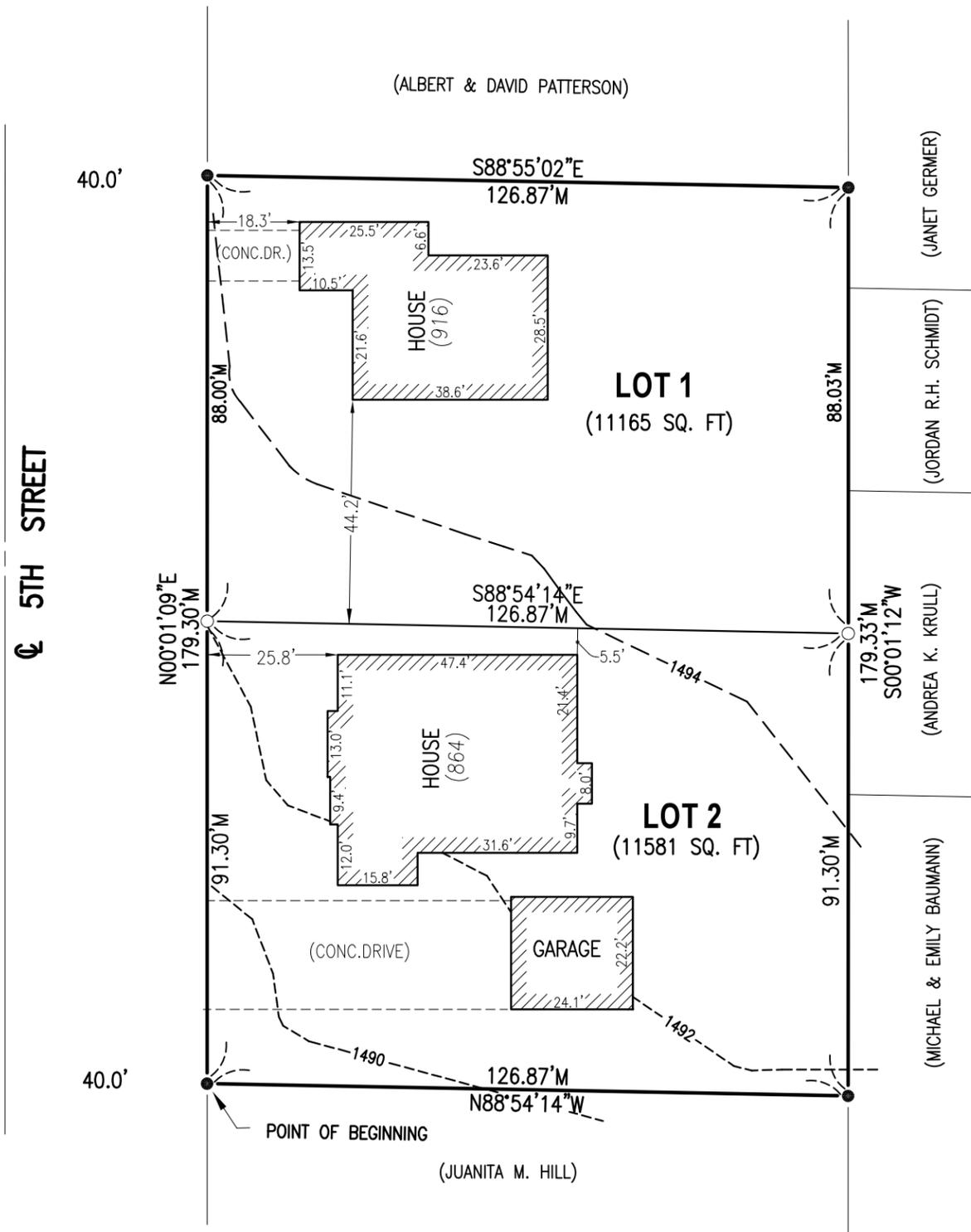
Tim Dworak

City of Seward Building - Zoning – Code Enforcement Director

# PITSCH 1ST ADDITION

## PRELIMINARY PLAT

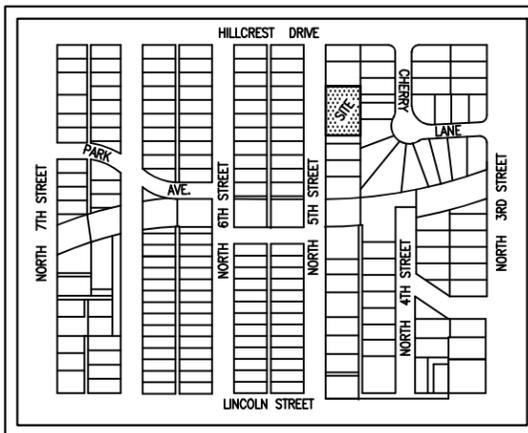
A REPLAT OF PITSCH ADDITION AS PLATTED IN THE NW.1/4 OF THE NW.1/4 OF SECTION 21,  
TOWNSHIP 11N. RANGE 3 EAST OF THE 6TH P.M., CITY OF SEWARD, SEWARD COUNTY, NEBRASKA



SCALE: 1"=30'

LEGEND

- = SET 5/8"x 24" CAPPED REBAR
- = FOUND 3/4" PINCH PIPE
- M = MEASURED DISTANCE



VICINITY MAP:

### LEGAL DESCRIPTION:

A REPLAT OF PITSCH ADDITION AS PLATTED IN THE NW.1/4 OF THE NW.1/4 OF SECTION 21, TOWNSHIP 11N. RANGE 3 EAST OF THE 6TH P.M., CITY OF SEWARD, SEWARD COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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### SURVEYOR'S CERTIFICATE:

I, RICHARD KINGMAN, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION, THAT ANY CHANGES FROM THE DESCRIPTION APPEARING IN THE LAST RECORD TRANSFER OF THE LAND CONTAINED IN THIS PLAT ARE SO INDICATED, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED AND THEIR POSITION IS CORRECTLY SHOWN AND THAT ALL DIMENSIONAL AND GEODETIC DATA IS CORRECT.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

RICHARD KINGMAN LS. #595

### OWNERS OF PROPERTY:

BETTY R. PITSCH, KATHLEEN K. McLAUGHLIN AND EDWARD L. McLAUGHLIN

### SURVEYOR:

ALLIED SURVEYING & MAPPING INC.

### BENCH MARK:

SQUARE IN TOP HEADWALL SE CORNER OF WAVERLY ROAD HIGHWAY NO.15 - ELEVATION = 1498.41 (NAVD 1988)

ZONING: R-3



2. Public Hearing - 7:00 PM - Ordinance Re-Zoning Property in Bluff Road 1st Addition, Lot A (2566 Bluff Rd) from AG Agricultural District to RR Rural Residential District - Building/Zoning & Code Enf Director Dworak

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that public hearings will be held by the Planning Commission of the City of Seward, Seward County, Nebraska on Monday, February 8, 2021 at 7:30 p.m. and the City Council of the City of Seward, Seward County, Nebraska on Tuesday, February 16, 2021 at 7:00 p.m. in the East & West Basement of the Seward Civic Center at 615 Bradford Street, Seward, Nebraska.

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

TO PARTICIPATE - Join Via Computer, Tablet, or Smart Phone:  
Enter this URL into your browser: <https://zoom.us/join>  
Enter Meeting ID: 851 6448 6670  
Passcode : 247220

TO PARTICIPATE - Join Via Telephone - call one of the numbers below:  
1-669-900-6833 or 1-253-215-8782  
Enter Meeting ID: 85164486670#  
Passcode: 247220#

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 BLUFF ROAD 1<sup>ST</sup> ADDITION, LOT A (2566 Bluff Rd) 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:

LOT A, BLUFF ROAD 1<sup>ST</sup> ADDITION, A REPLAT OF BLUFF ROAD ADDITION AND THE REMAINING PORTION OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6<sup>TH</sup> P.M. SEWARD COUNTY, NEBRASKA (PID# 800038339).

All persons interested may appear and be heard.

Tim Dworak  
Building/Zoning & Codes Enforcement Director

Published: January 27, 2021  
Provide POP

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 NORTH OF BLUFF ROAD AND WEST OF 252<sup>ND</sup> 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:

LOT A, BLUFF ROAD 1<sup>ST</sup> ADDITION, A REPLAT OF BLUFF ROAD ADDITION AND THE REMAINING PORTION OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6<sup>TH</sup> 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  
Assistant Administrator/  
Clerk-Treasurer/  
Budget & Human Resources Director



**PAID**

1-8-2021 CK



City of  
**SEWARD**

**CITY OF SEWARD  
PLANNING COMMISSION  
MINOR SUBDIVISION APPLICATION**

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

Tim call: 643-5035

Applications shall be submitted a minimum of 30 days prior to City Planning Commission Meeting

Planning Commission Meets the 2nd Monday of each Month

Date Submitted 1/8/2021 Application Fee \$100.00 + \$100.00 Notification Fee + 4300 REZONE TOTAL \$522.00

Filing Fee \$ = \$ 22.00  
Developer Fees: \$400 per parcel = \$ \_\_\_\_\_, plus \$4 per foot of electrical line installation (total feet \_\_\_\_\_) for all parcels = \$ \_\_\_\_\_ (per Resolution No. 2015-25)

Name of Subdivision LOT A+B Owner/Developer HBIT FARMS, LLC

Legal Description BLUFF RD 1ST ADDITION  
SE 1/4 OF S15, T11N, R3E

Project Engineer KERRY SIMMONS Number of Lots 2

Present Zoning AG Requested Zoning LOT "A" TO BE RURAL RESIDENTIAL

Within City Limits	Yes <u>X</u>	No _____
Adjacent to City Limits	Yes _____	No <u>X</u>
Within 2 mile area	Yes <u>X</u>	No _____
Annexation Requested	Yes _____	No <u>X</u>
Restrictive covenants provided (Copy attached)	Yes _____	No <u>X</u>

Signed by Developer [Signature] HBIT FARMS LLC, 1/8/21

Preliminary Plat Review

Agency Review	_____
Cable TV	_____
Gas Co	_____
Telephone Co	_____
School Board	_____
County P.C.	_____

Staff Review

Electric Dept	_____
Street Dept	_____
Water/Waste	_____
Police Dept	_____
Park/Rec Dept	_____
County Roads	_____

Date of Action \_\_\_\_\_  
Planning Commission: \_\_\_\_\_  
City Council: \_\_\_\_\_

**APPLICATION TYPE**

Rezone Application

**FINAL ACTION?**

**DEVELOPER/OWNER**

Tim Daywitt/Tim Hughes

**PC HEARING DATE**

February 8<sup>th</sup>, 2021

**RELATED APPLICATIONS**

Minor Plat

**PROPERTY ADDRESS, ZONING DISTRICT/USE**

2566 Bluff Rd - AG

**ADJACENT ZONING DISTRICTS/USE:**

North, AG – HBH Farms, LLC

East, AG – HBH Farms, LLC

South, R-2 – Adam Greenquist

West, AG – HBH Farms, LLC

**BRIEF SUMMARY OF REQUEST:**

A Rezone application to change the current zoning from AG (Agriculture) to RR (Rural Residential District) for purposes of reducing lot size requirements.



**APPLICATION CONTACT**

Tim Daywitt/Tim Hughes

2566 Bluff Rd, Seward, NE 68434

**COMPATIBILITY WITH THE COMPREHENSIVE PLAN**

**ANALYSIS**

Applicant is requesting a rezone from AG-Agricultural District to RR – Rural Residential District. A minor plat is subdividing a parcel of land to separate an existing residence from agricultural land. The parcel meets zoning requirements of rural residential.

The current property is located outside the city limits of the City of Seward but is within the Extra Territorial Jurisdiction (ETJ) of the City of Seward.

The notice of this Public Hearing was published in the Seward County Independent, letters were mailed to owners within 300 feet, and the subject land was posted.

**APPROXIMATE LAND AREA:**

7.051 acres, 307,141.56 square feet +/-

**LEGAL DESCRIPTION:**

LOT A, BLUFF ROAD 1ST ADDITION, A REPLAT OF BLUFF ROAD ADDITION AND THE REMAINING PORTION OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M. SEWARD COUNTY, NEBRASKA (PID# 800038339).

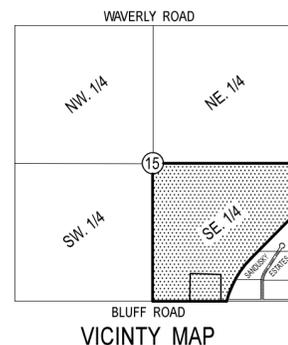
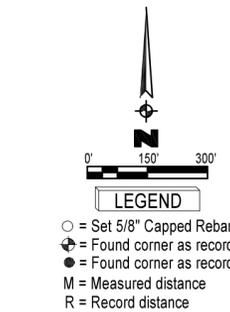
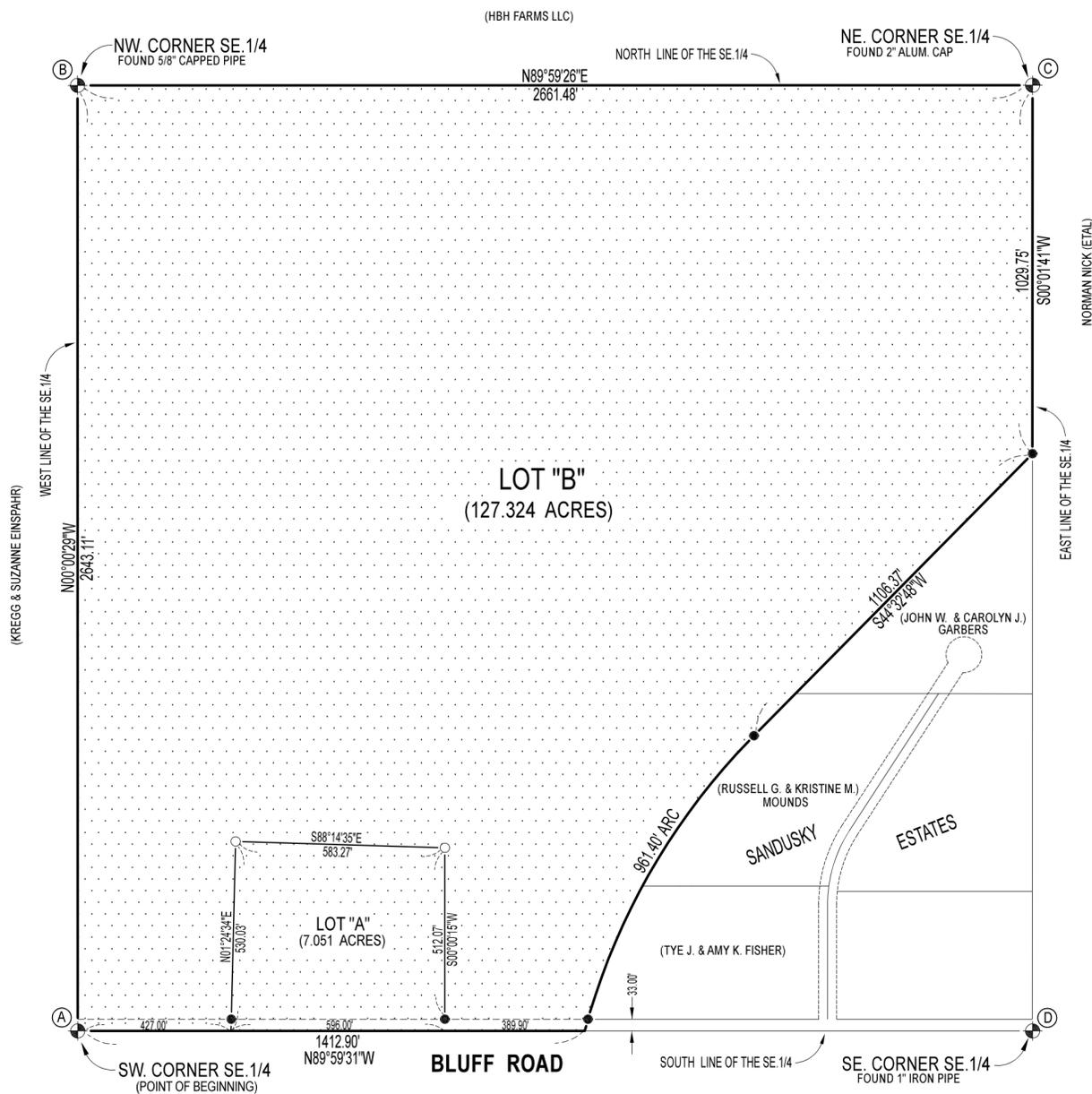
Prepared by

Tim Dworak

City of Seward Building - Zoning – Code Enforcement Director

# BLUFF ROAD 1ST ADDITION

A REPLAT OF "BLUFF ROAD ADDITION" AND THE REMAINING PORTION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA  
MINOR PLAT



### SECTION CORNER TIES

- (A) SW. CORNER SE. 1/4  
FOUND 2" ALUM. CAP  
SE 48.59' TO NAIL IN POWER POLE  
NORTH 31.55' TO NAIL IN STUB P. POLE  
SW. 49.93' TO 1" IRON PIPE
- (B) NW. CORNER SE. 1/4  
FOUND 5/8" CAPPED PIPE  
NORTH 2' TO E-W FENCE LINE  
NE. 3.99' TO NAIL IN CFF  
EAST 3.5' TO N-S FENCE LINE
- (C) NE. CORNER SE. 1/4  
FOUND 2" ALUM. CAP  
WEST 33.5' TO NAIL IN P. POLE  
EAST 8.00' TO NAIL IN CFF  
WEST 34.5' TO N-S POWER LINE
- (D) SE. CORNER SE. 1/4  
FOUND 1" IRON PIPE  
NW 45.00' TO NAIL IN POWER POLE  
SE. 50.00' TO NAIL IN STUB TEL. POLE  
NORTH 31.93' TO NAIL IN CFP

**CURVE DATA:**  
 $\Delta = 29^{\circ}37'02''$   
 $R = 1859.86'$   
 $Arc = 961.40'$   
 $Cd \text{ (ing)} = S29^{\circ}44'18''W$   
 $Cd = 950.73'$

### SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED THE FOREGOING MINOR PLAT OF "BLUFF ROAD 1ST ADDITION", A REPLAT OF "BLUFF ROAD ADDITION" AND THE REMAINING PORTION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE IN A NORTHERLY DIRECTION, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, ON AN ASSUMED BEARING OF N00°00'29"W FOR A DISTANCE OF 2643.11' TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE N89°59'26"E, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, FOR A DISTANCE 2661.48' TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE S00°01'41"W, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, FOR A DISTANCE OF 1029.75' TO THE MOST NORTHERLY CORNER OF "SANDUSKY ESTATES"; THENCE S44°32'48"W, ALONG THE NORTHWESTERLY LINE OF SAID "SANDUSKY ESTATES", FOR A DISTANCE OF 1106.37'; THENCE ON A CURVE TO THE LEFT, AN ARC LENGTH OF 961.40', A RADIUS OF 1859.86', A CHORD BEARING OF S29°44'18"W, A CHORD LENGTH OF 950.73' TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, THENCE N89°59'31"W, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, FOR A DISTANCE OF 1412.90' TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 134.375 ACRES

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

KERRY W. SIMONDS LS. #333  
ALLIED SURVEYING



### OWNERSHIP CERTIFICATE:

WE, TIMOTHY J. HUGHES, PRESIDENT OF HBH FARMS LLC, TRUSTEE OF THE TIMOTHY J. HUGHES REVOCABLE TRUST AND TIM AND KELLY DAYWITT, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON DO HEREBY CERTIFY THAT WE HAVE LAID OUT, PLATTED AND SUBDIVIDED AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT  
 THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "BLUFF ROAD FIRST ADDITION", A REPLAT OF "BLUFF ROAD ADDITION" AND THE REMAINING PORTION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY NEBRASKA  
 CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED.

WITNESS OUR HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

TIMOTHY J. HUGHES, PRESIDENT OF HBH FARMS LLC      TIMOTHY J. HUGHES TRUSTEE OF THE TIMOTHY J. HUGHES REVOCABLE TRUST

TIM DAYWITT      KELLY DAYWITT

### ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 COUNTY OF SEWARD ) SS  
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020  
 BY TIMOTHY J. HUGHES, PRESIDENT OF HBH FARMS LLC AND TRUSTEE OF THE TIMOTHY J. HUGHES REVOCABLE TRUST

NOTARY PUBLIC

### ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 COUNTY OF SEWARD ) SS  
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020  
 BY TIM DAYWITT AND KELLY DAYWITT

NOTARY PUBLIC

### APPROVAL OF THE CITY OF SEWARD PLANNING COMMISSION

THIS MINOR PLAT OF "BLUFF ROAD FIRST ADDITION" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF SEWARD PLANNING COMMISSION

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020  
 ATTEST:  
 CHAIRMAN OF THE SEWARD PLANNING COMMISSION

### REGISTER OF DEEDS CERTIFICATE

STATE OF NEBRASKA )  
 COUNTY OF SEWARD ) SS  
 THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE SEWARD COUNTY REGISTER OF DEEDS OFFICE.

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ DRAWER NO. \_\_\_\_\_

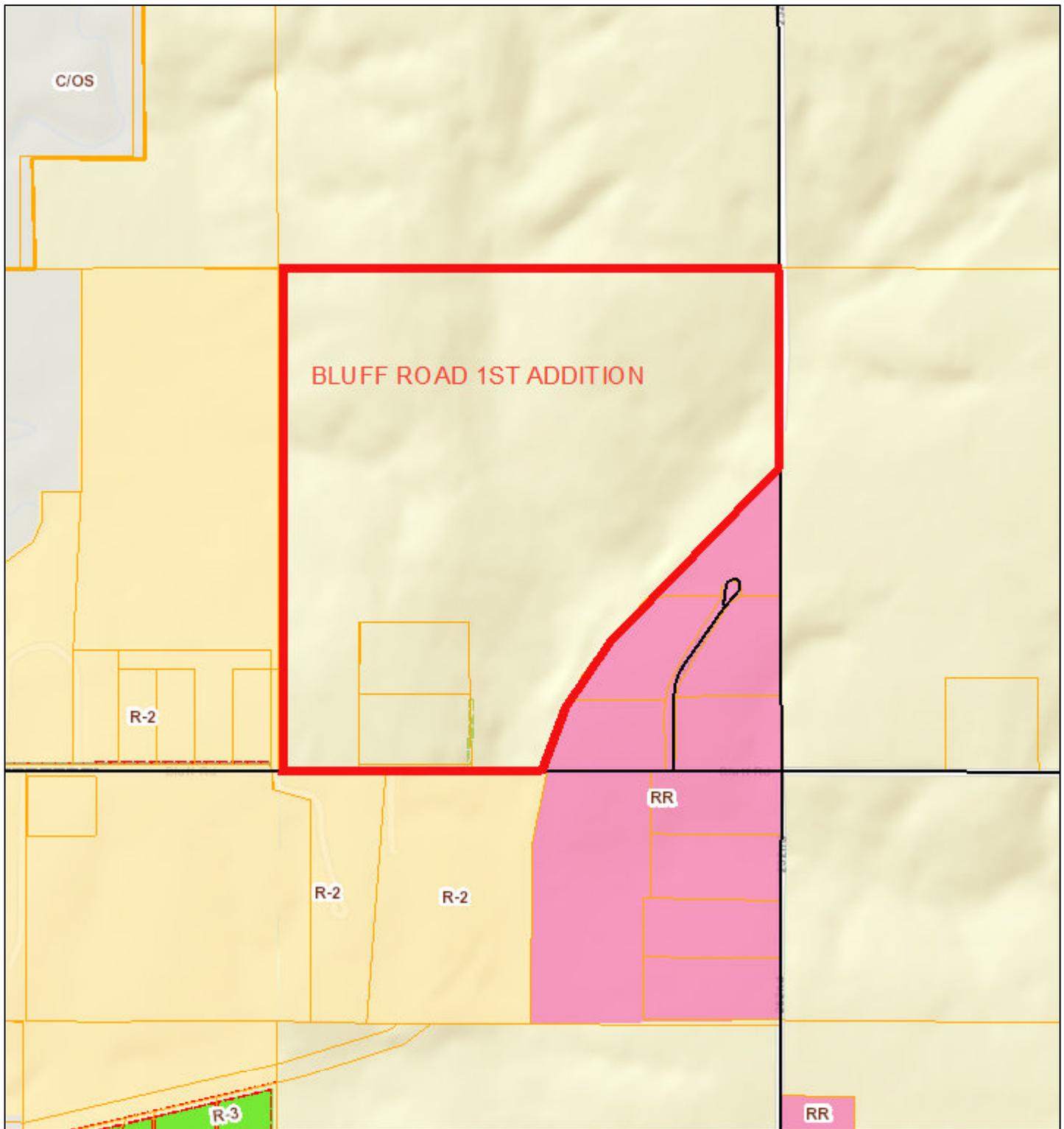
REGISTER OF DEEDS      INST. NO. \_\_\_\_\_      FEE: \_\_\_\_\_

### APPROVAL OF THE CITY OF SEWARD ZONING ADMINISTRATOR

THIS MINOR PLAT OF "BLUFF ROAD FIRST ADDITION" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF SEWARD ZONING ADMINISTRATOR

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

SEWARD ZONING ADMINISTRATOR



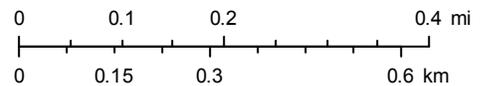
February 3, 2021

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

Legend

-  Streets
-  Parcels
-  Subdivisions

1:11,804



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

3. Public Hearing - 7:00 PM Tax Increment Financing Application of Old Town Square, LLC, 612 & Portion of 606 Seward St., Seward - TIF Attorney Willis

## NOTICE OF PUBLIC HEARINGS

Public notice is hereby given by the Planning Commission of the City of Seward, Nebraska, that a public hearing will be held at 7:30 p.m. on February 8, 2021, at the Seward Civic Center, East & West Basement, 616 Bradford Street, Seward, Nebraska.

Public notice is hereby also given by the Mayor and City Council of the City of Seward, Nebraska, that a public hearing will be held at 7:00 p.m. on February 16, 2021, at the Seward Civic Center, East & West Basement, 616 Bradford Street, Seward, Nebraska.

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

The properties which are the subject of this notice and of the public hearings is generally located at 606 and 612 Seward Street in Seward, and is legally described as follows:

606 Seward Street:

The East 40 feet of the West 80 feet of Lots 8, 9 and 12, Block 7, Original Town of the City of Seward, Seward County, Nebraska, more particularly described as follows:

Commencing at a point on the South line of Lot 12, Block 7, Original Town of the City of Seward, Seward County, Nebraska, at a point 40 feet West of the Southeast corner thereof; running thence North 126 feet across said Lots 12, 9 and 8, to the North line of Lot 8; running thence West along the North line of said Lot 8, a distance of 40 feet; thence South 126 feet to the South line of Lot 12; thence East to the Place of Beginning. Parcel: 800073053

612 Seward Street:

The West 40 feet of Lots 8, 9 and 12, Block 7, Original Town of the City of Seward, Seward County, Nebraska. Parcel: 800073045

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

/s/Bonnie Otte, City Clerk

Publish one time each date:  
January 20, and January 27, 2021  
One Proof of Publication

## A. Presentation and Review of TIF Application

# 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

Old Town Square, LLC  
Business Name

Shannon Meyer  
Contact Person for Applicant

612 Seward Street  
Seward, NE 68434  
Street Address

306 East 6<sup>th</sup> Street  
North Platte, NE 69101  
Mailing Address

(402) 646-1314 (Shannon Mobile)  
Telephone

(308) 534-3893  
Fax

Shannon.Meyer@moorehawkscpas.com  
Email

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

Shannon W. Meyer  
Jeffrey D. Moore  
James Matthew Hawks  
Owners

## 2. Project Description

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

Building 612 and one-half (left) of Building 606 will be used as a shared office environment for multiple commercial tenants. Our shared office concept will offer tenants private offices to rent, which come with access to shared common areas including reception, conference rooms, restrooms, kitchen/break area, photocopy/supply room and rooftop patio. As the landlord and property manager, Old Town Square LLC will cover all property expenses (building insurance, cleaning, repairs, snow removal, etc.), internet and utilities. Tenants are responsible for only a fixed rental charge, which can be either daily or monthly. Conference rooms will also be available for public rental.

The owners of Old Town Square LLC also own Moore & Hawks PC, a public accounting (CPA) firm. A portion of the office building will be self-occupied by Moore & Hawks PC, who currently have offices in North Platte and Hastings and recently purchased Marla Belitz Johnson's CPA practice in Seward. The remaining offices will be available for rent to other commercial tenants (i.e. law firm, investment management firm, insurance agents, real estate agents, etc.).

One of the building and CPA firm owners, Shannon Meyer, has recently relocated to Seward and will lead the Moore & Hawks PC team based in Seward, consisting of 5 employees currently. Additional full-time employees are expected as the firm establishes and grows the practice in Seward (estimated 2-5 additional employees). Starting staff salaries (recent college graduates) will be in the range of \$30-40k per year with salaries increasing as employees proceed through their career. We also intend to offer internships for Concordia college students. Moore & Hawks PC offers a variety of benefits that include, but are not limited to, health insurance and retirement savings plans.

The remaining one-half (right) of Building 606 will be renovated into a dual-purpose bakery and restaurant space, to be leased and operated by separate tenants. The intention is for one tenant to utilize the space as a bakery/café during the morning and lunch periods while a second tenant operates the space as a restaurant/bar in the evening. A new bakery/café will fill an important void left in the community by the previous long-time local bakery that closed more than five years ago. A café will also provide the community with an additional lunch option, focused on quicker menu items but higher quality than chain fast food restaurants. An evening restaurant/bar will also provide the community with an additional fine dining alternative in the heart of downtown. With shared use of the space, the businesses will drive additional foot traffic in downtown through the entire day.

Although one-half of Building 606 will internally be shared office space with Building 612, the exterior façades will have distinctive separation as two independent buildings.

**3. Proposed Project Site:**

Building addresses are 606 and 612 Seward Street, Seward NE 68434.

Parcel #800073053: Lots 8, 9 & 12 – TLS 21 & 22 Seward Original Town Block 7 E 40' of W 80', Seward, Seward County, Nebraska.

Parcel #800073045: Lots 8, 9 & 12 – TLS 19 & 20 Seward Original Town Block 7 W 40', Seward, Seward County, Nebraska.

Old Town Square, LLC acquired the property in December 2019 and is the current owner.

**4. Physical Description of the Proposed Project:**

Building 612 consists of 4,866 square feet on the ground level and 3,876 square feet on the second level. Only the ground level is being renovated as part of this project. The second level space will remain untouched at this time, although our architect drawings were designed for additional offices upstairs if occupancy levels justify future expansion of the space. Building 606 consists of 5,040 feet on the ground level and 3,800 square feet on the second level. Only the ground level is being renovated as part of this project. 1,900 square feet of the ground level will be utilized for office space, in conjunction with Building 612. The remaining 3,140 square feet on the ground level of Building 606 will be renovated and used for a Bakery/Restaurant tenant. The upstairs of Building 606 is comprised of 4 residential apartment units, which are all currently leased to tenants. Both buildings have basements, but they will be used only for maintenance and utility purposes (electrical, HVAC, plumbing, etc.) with no finished space for tenants.

The exterior of both buildings will retain their historical brick façade, with front paneling removed and underlying brick façade repaired to historical appearance. New front façade windows will be installed on Building 612, including expansion of the windows to their original height, which is approximately double their current height. The existing façade windows will be repurposed as conference room walls on the interior. A new awning will be installed to accent the taller window height. The Building 606 ground level façade windows will be retained as they are only a couple of years old, although the entrance door will be relocated to provide access for the bakery/restaurant space. The window air conditioner unit on the façade of Building 606 will be replaced with an internal unit. The two buildings will have separate and distinct facades, so they are clearly identifiable as two independent buildings.

The interior of Building 612 and left half of 606 will be renovated into shared use office space. The existing suspended ceilings will be removed, with all interior walls being constructed to the full 13' original ceiling height. Walls will be constructed with steel stud framing and finished sheetrock, including insulation throughout to reduce sound transmission. Conference room walls will be glass panels and office doors will include glass inserts to allow the flow of natural light. Main entrance/exit doors and all private office doors will be equipped with RFID locks to provide

security for multiple tenants. Offices will be a variety of sizes, with occupancy ranging from 1 to 4 persons to accommodate different types of tenants. Common areas (reception, conference rooms, restrooms, kitchen/break area and photocopy/supply room) will be shared use and accessible to all tenants. The reception and restroom spaces will feature tile floors, including a reclaimed pallet wood accent wall in the reception area. Offices and hallways are finished with commercial carpet and suspended acoustical panels with LED lighting. The kitchen/break area features rugged LVT flooring, wood cabinetry and solid surface countertops with stainless steel refrigerator and dishwasher. The exposed ceilings will be painted black with walls a light gray shade. Internal steel support beams will be left exposed, along with wood and steel framed office furniture to provide an industrial yet modern vibe to the building.

All new electrical, data lines, plumbing, and HVAC will be installed for the ground level. Fire sprinkler systems will be installed throughout the basement, ground level, second level and attic of both buildings, including the existing apartments in Building 606. **See Attached Exhibit 1 (Architect Drawings & Renderings) and Exhibit 3 (Nerud Construction LLC Quote) for specific details on the office space.** Architecture work is provided by Richard Burton of Arrow Architecture. General contractor for the office space is Joe Nerud of Nerud Construction LLC.

The right side and back room of Building 606 will be renovated to a dual-use Bakery/Restaurant space. The back room will serve as kitchen space, with code compliant venting as required. Public restrooms will be installed. Existing HVAC system will be utilized for Bakery/Restaurant space, although new coil ductwork will be installed. Styling of the space will be based on a classy French patisserie/bistro, with exposed brick walls and 13' high ceilings. **See attached Exhibit 2 (Drawings & Images) for specific details on the Bakery/Restaurant space.** Renovation of this space will be self-completed by the property owner and tenant.

**5. Land Use:**

- a. If property is to be subdivided, show division planned (attach copy of the plat): No subdivision of the property is required.
- b. Current Zoning of the property: Property is currently zoned Central Business District and will continue to be used as Central Business District in proposed project.
- c. Is the proposed project a permitted use on the property? What permits would be required? Yes, the proposed renovation plans are permitted uses in the Central Business District. Building permits will be obtained by the general contractor.
- d. Please describe any other relevant information relating to zoning, permitting, or similar land use issues: None

d. Business Plan for the proposed project. – The business plan summary is outlined in previous questions #2 and #4.

**8. Estimated Tax Increment:**

See Exhibit 7. TIF estimate based upon December 29, 2020 assessed valuation estimate provided by Marilyn Hladky, Seward County Assessor.

a. Total estimated assessed valuation of Real Property at completion (based upon discussion with County Assessor):

Building 606 = \$494,158  
Building 612 = \$447,063  
Total = \$941,221

b. Latest property valuation before construction (from Property Tax Statement): 2020 Valuation

Building 606 = \$226,715  
Building 612 = \$193,531  
Total = \$420,246

c. Estimated increase in real estate valuation: \$520,975

d. Estimated new real estate tax generated annually: \$9,115.92

**9. Proposed Source of Financing:**

a. Equity: 15% cash down payment previously paid on building purchase loan plus additional 15% cash down payment for bank construction loan.

b. Bank loan: See Exhibit 8. Great Western Bank currently holds primary mortgage from building purchase.

c. Tax Increment Financing: TIF Developer Bond to be applied against construction costs.

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

Architect  
Arrow Architecture  
Richard Burton  
7500 Glenwood Circle  
Lincoln, NE 68510

**6. Estimated Project Costs:**

- a. Land & Building Acquisition: \$ 535,470
- b. Site Development (itemize): \$ N/A
- c. Office Space Construction Cost: \$ 458,824
- d. Fire Sprinklers – 606 Apartments: \$ 16,450
- e. Façade Tuckpointing/Paint/Awning: \$ 25,000
- f. Roof Repair: \$ 51,125
- g. Bakery/Restaurant (Estimate): \$ 50,000
- h. Furniture and Appliances: \$ 25,000
- i. Architectural and Engineering Fees: \$ 5,000
- g. Legal Fees: \$ N/A
- i. Other (explain): \$ \_\_\_\_\_
- Total:** \$ 1,166,869

**7. Please attach the following documentation:**

- a. Construction Quote – See Attached
  - 1) Exhibit 3 – Nerud Construction office space quote
  - 2) Exhibit 4 – Duff Roofing quote
  - 3) Exhibit 5 – Meininger fire protection quote (\$16,450 for 606 Second Floor apartment sprinklers not included in Nerud quote.
  - 4) Bakery/Restaurant space costs estimated to be \$50,000.
- b. Annual Income and Expense Pro Forma (with appropriate schedules). – See Exhibit 6 Cash Flow Analysis for projected office space rental. Bakery/Restaurant projected to be rented at \$8/square foot.
- c. Applicant's Corporate/Business Annual Financial Statements for the last three years. – Old Town Square, LLC is a newly formed entity to acquire and own the proposed project in Seward. No prior financial statements available for Old Town Square. Old Town Square LLC is wholly owned by the individual owners of Moore & Hawks PC, a public accounting (CPA) firm.

General Contractor  
Joe Nerud  
Nerud Construction LLC  
934 County Rd 2400  
Crete, NE 68333

Property Address	Taxable Value	Percentage	Allocated Cost
606 Seward St	\$226,715	44.44%	\$288,860
612 Seward St	\$193,531	37.94%	\$246,610
127 No. 6 <sup>th</sup> St	\$89,904	17.62%	\$114,530
Total	\$510,150	100.00%	\$650,000

**11. Project construction schedule:**

Construction start date: February 1, 2021

Construction completion date: July 31, 2021 (Office Space)  
December 31, 2021 (Bakery/Restaurant)

**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:

North Platte, Nebraska

**13. Amount of TIF Request:**

\$136,738.82 TIF Developer Bond (amount before 3% admin fee and issuance costs)

**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.**

Per discussion with Greg Butcher (City Administrator) and the Seward TIF Attorney, our land and building purchase price of Buildings 606 and 612 can be utilized as eligible TIF expenses since the properties were acquired only a year ago.

These buildings were acquired as part of a consolidated purchase of three buildings, consisting of 606 Seward St, 612 Seward St, and 127 No. 6<sup>th</sup> Street. The total contract purchase price was \$650,000, which we have allocated as follows based upon the Seward County Assessor's website tax assessed value. The total allocated purchase cost to Buildings 606 and 612 is \$535,470, which is more than sufficient eligible expenses to cover our requested TIF Developer Bond amount.

**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, project is not feasible without TIF. TIF Financing is required for bank financing. Please refer to Exhibit 8.

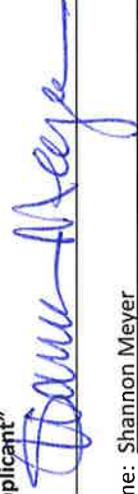
- b. Would you locate your project in the redevelopment area without Tax Increment Financing? Explain.

Moore & Hawks PC acquired an accounting practice and will operate in Seward regardless of TIF financing. However, we are not able to do this large of an office building renovation without TIF financing. If we do not receive TIF financing, we will be limited to a smaller space for only our accounting firm team and thus continue to rent the existing office of Marla Belitz Johnson, CPA PC. The TIF financing enables a larger shared office environment project, which provides extended opportunities for the growth of our firm in Seward, as well as other new businesses and employment in Seward.

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

Our goal is to occupy a historic downtown building that has been sitting vacant for numerous years and transform it into an iconic building that both our firm and the Seward community will be proud of. Although modernized, the building will still retain the historic character of its 1890's origins. As a shared office environment, the project provides valuable cutting-edge office space to attract new business and start-up companies to the Seward market. This type of office space is not currently available in the local market. Lastly, establishing our CPA firm in Seward will generate additional white-collar jobs and fill a professional services gap in the community.

"Applicant"

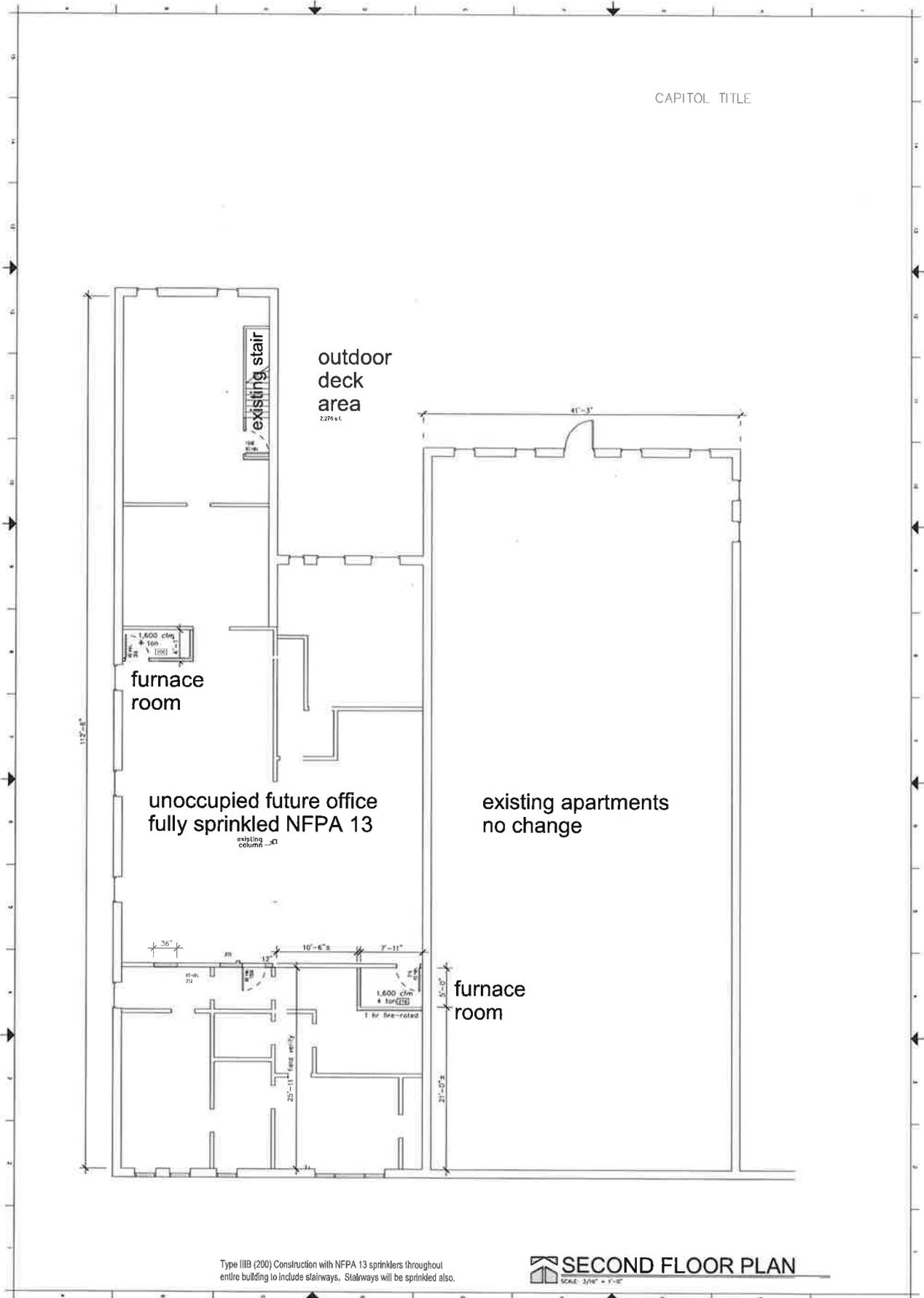
By: 

Name: Shannon Meyer

Title: LLC Manager, Old Town Square LLC



# Exhibit 1



Type IIIB (200) Construction with NFPA 13 sprinklers throughout entire building to include stairways. Stairways will be sprinkled also.

**SECOND FLOOR PLAN**  
SCALE: 3/8" = 1'-0"

A1.02  
second floor

Preliminary  
not for  
construction

REVISIONS

NO.	DATE	DESCRIPTION

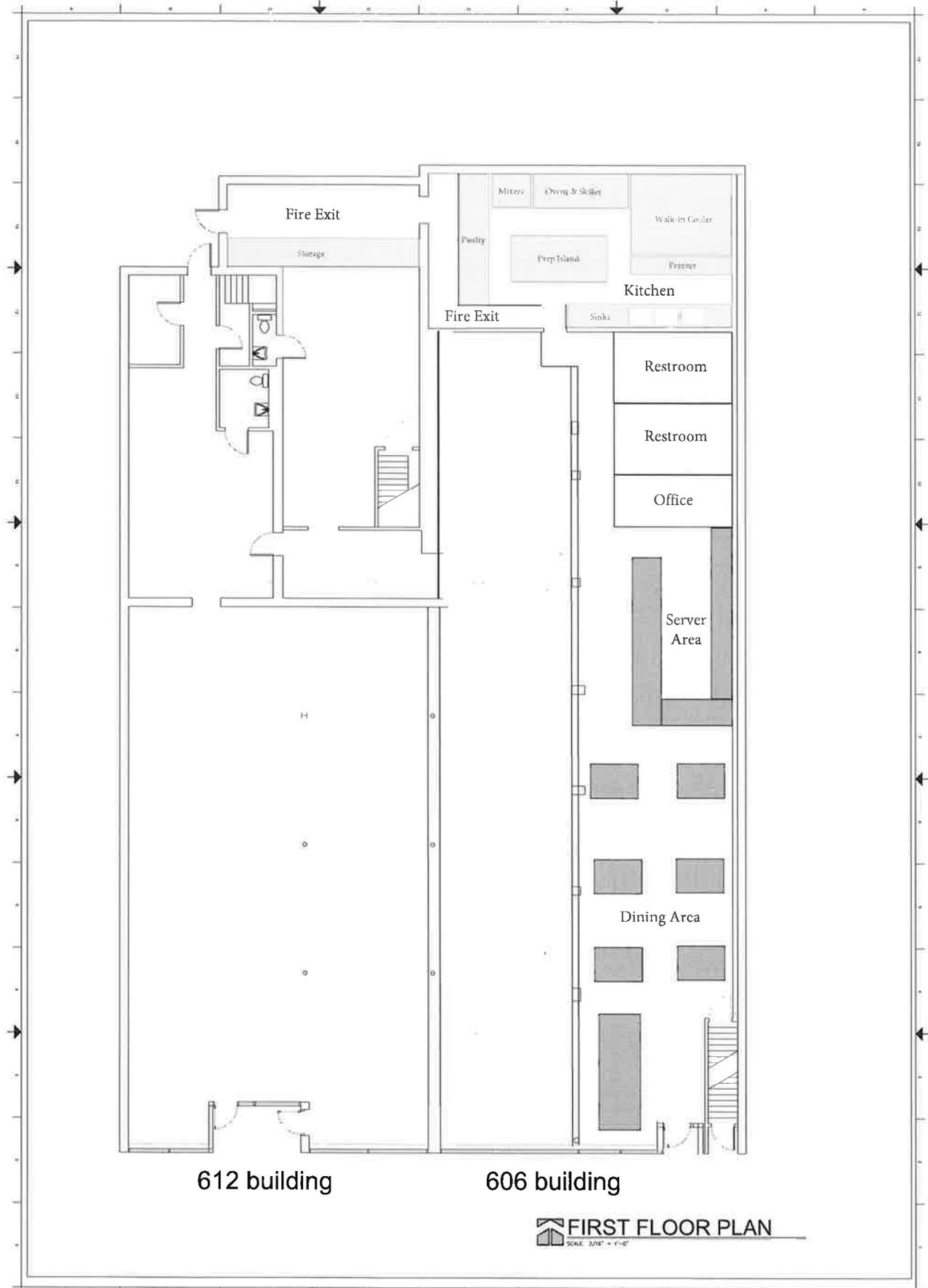
**Arrow Architecture**  
residential & commercial building design  
www.arrow-architecture.com  
763 (2nd) Floor - Lincoln, NE 68502  
402.426.4297 - 402.426.4298

**Old Town Square LLC**  
612 Seward Ave  
Seward Nebraska 68434





# Exhibit 2



DATE	DESCRIPTION
01/20/2011	ISSUED FOR PERMITS
02/08/2011	REVISED PER COMMENTS

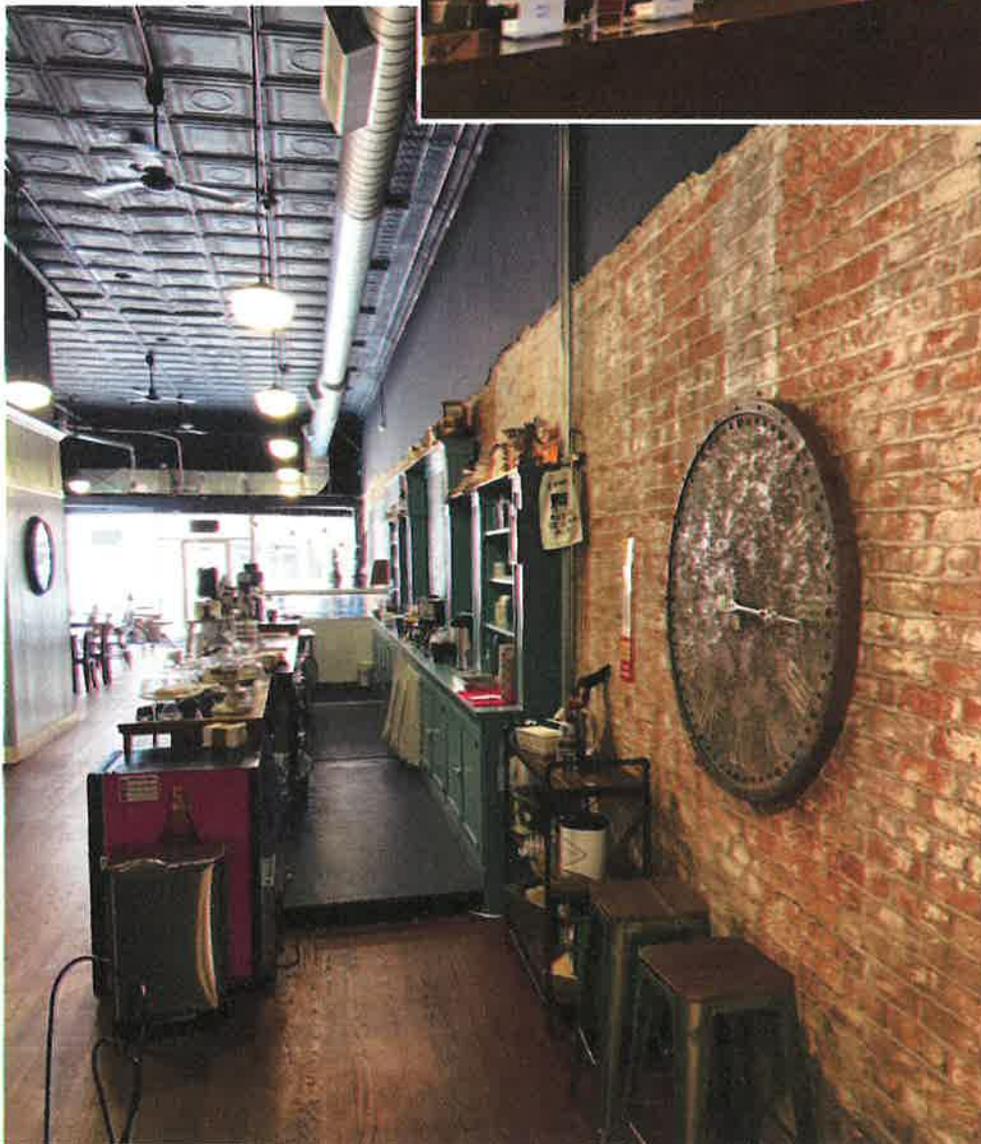
Preliminary  
not for  
construction

THIS PLAN IS THE PROPERTY OF ARROW ARCHITECTURE AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF ARROW ARCHITECTURE.

NO.	REVISION	DATE


**Arrow Architecture**  
 residential & commercial building design  
 www.arrow-architecture.com  
701 S. 24th Street, Omaha, NE 68106  
 402.399.1313 fax 402.399.1314

**Old Town Square LLC**  
 612 Lincoln Street  
 Seward Nebraska 68434

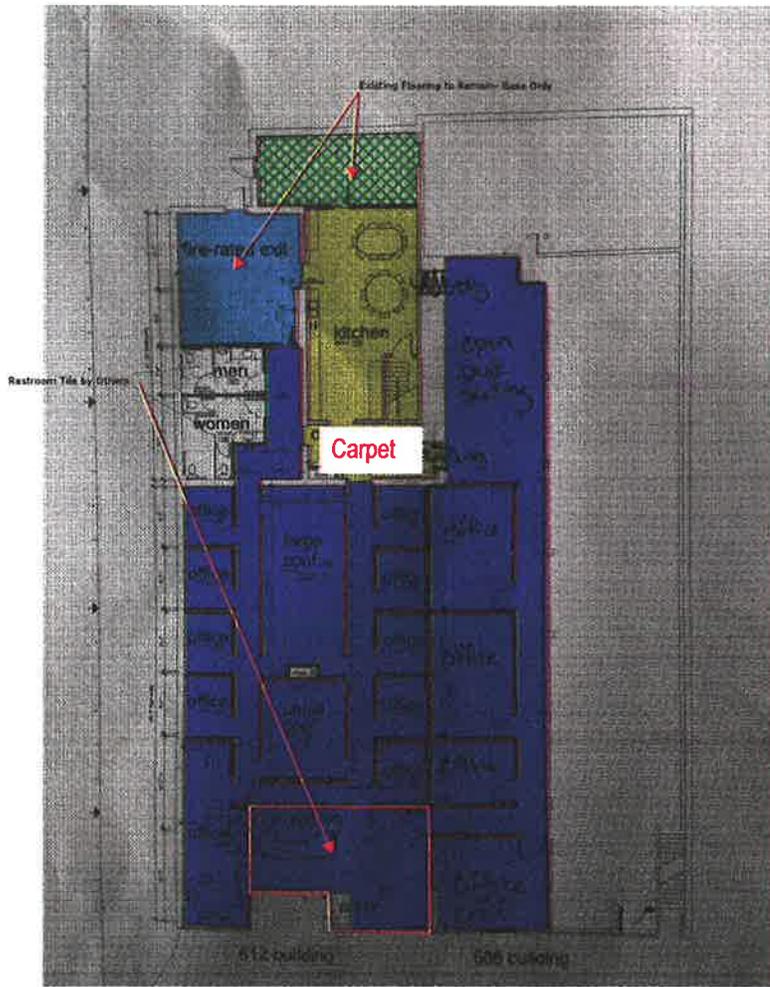


# Exhibit 3

	<u>Main Level</u>
<b>Schedule of Values</b>	
Demo/Dumpsters	\$8,950
Casework/accessories/partitions	\$15,328
Accoutical Panels/ACT	\$22,500
HM Doors/Frames/Hardware	\$53,000
Drywall, Metal Stud Framing	\$57,985
Flooring	\$22,400
Paint	\$24,015
Fire Sprinkler & Utilities	\$57,250
Plumbing	\$23,750
HVAC	\$69,000
Electrical	\$48,906
General Conditions/Cleanup/warranty	\$38,850
Insurance/Permits	\$16,890
<b>Total</b>	<b>\$458,824</b>

Does not include \$16K to sprinkle 606 upstairs apartments.  
To install 3 additional layers of drywall on ceiling of 606 add \$12K to contract.  
Painting on the front of the building is not included in this price.

Scale 1:360 (original drawing scale 1:292)

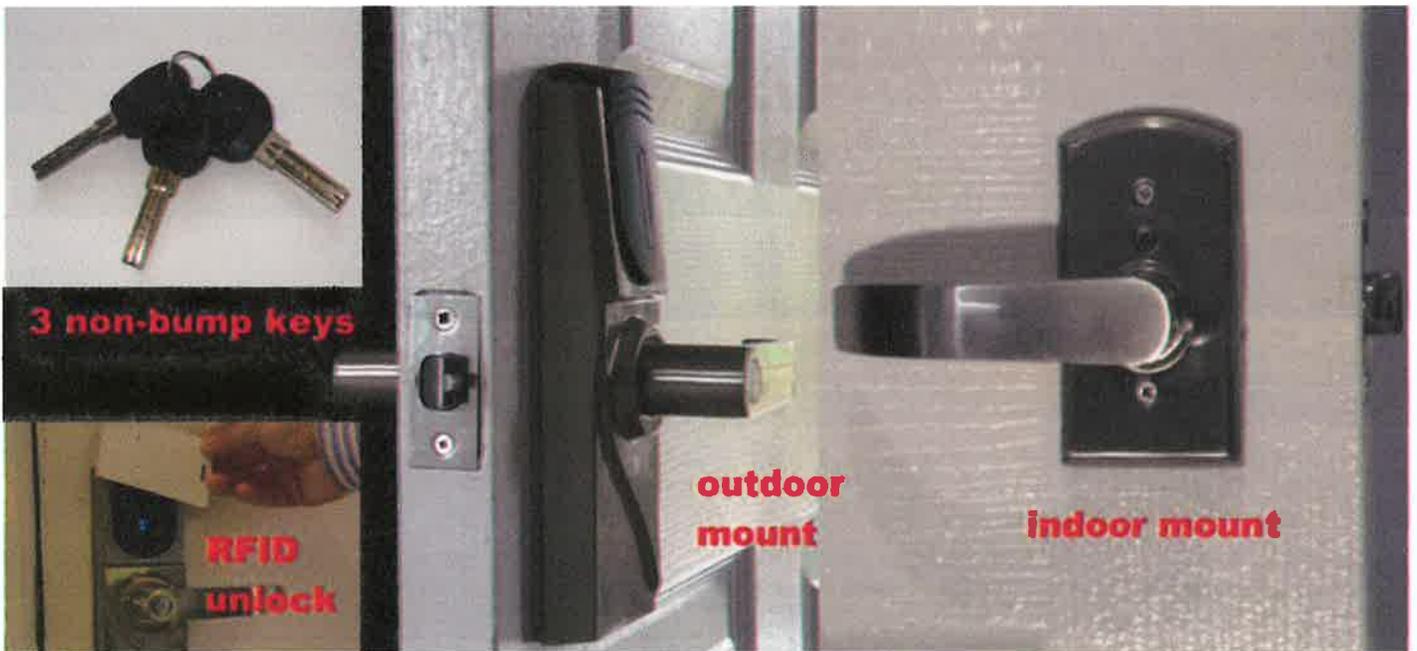
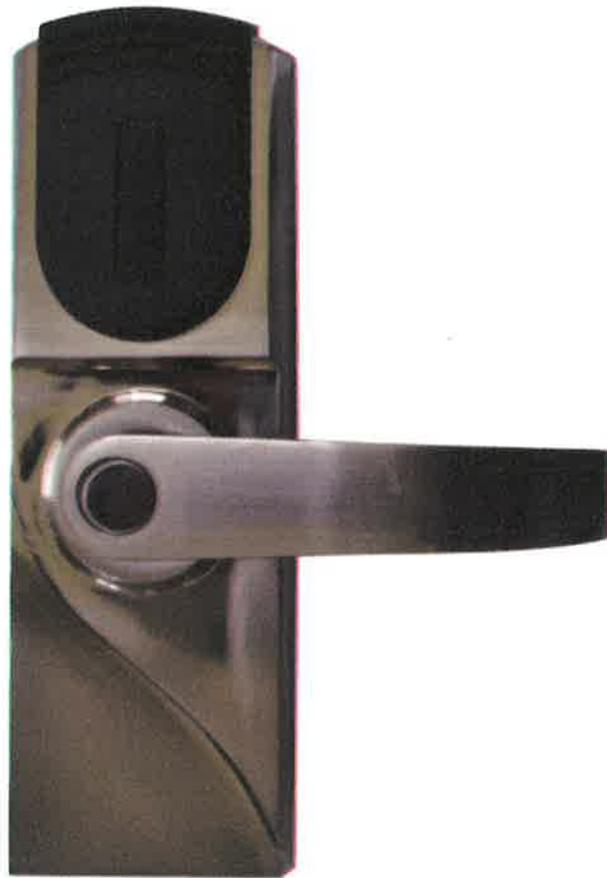


Tile at Entry Met by Others

### Base Bid

- CPT-1- Mohawk- Threaded Craft- BT414- Color: TBD- 24" x 24"
- LVT-1- Mohawk Select Step II Wood- Color: TBD- 7.25" x 48"
- VCT-1- Armstrong- Standard Excelon Imperial Texture 12" x 12" Color: TBD
- VB-1- Burke 4" Cove Base- Color: TBD

# Exhibit 3



3 non-bump keys

RFID  
unlock

outdoor  
mount

indoor mount

Exhibit 3



# Exhibit 4

## Proposal

# Duff Roofing

104 N. Waldo  
PO Box 1062  
Grand Island, NE 68802  
Phone: 308.382.5678  
Fax: 308.382.9027  
Toll Free: 800.658.3237

Proposal Submitted to: <b>Moore and Hawks PC Att: Shannon Meyer</b>		Phone <b>4020646.1</b>	Fax	Date <b>2/19/2020</b>
Street		Job Name <b>EPDM (Black Rubber) Overlay</b>		
City, State and Zip Code		Job Location <b>612 Seward St. Seward, NE 68434</b>		
Architect	Date of Plans	Salesman	Salesman Cell Phone <b>308-850-5447</b>	

- TEAR OFF EXISTING WALL FLASHINGS FROM UPPER ROOF AND DISPOSE OF DEBRIS
- INSTALL 1/2" HD ISOGUARD COVERBOARD OVER EXISTING BUILT UP ROOF WITH HEAVY DUTY SCREWS AND PLATES
- FULLY ADHERE FIRESTONE 60MIL EPDM (BLACK RUBBER) MEMBRANE OVER NEW COVERBOARD
- EXTEND EPDM MEMBRANE UP AND OVER WALLS, TERMINAT WALLS WITH COMBINATION OF ALUMINUM TERMINATION BAR AND 24G SHEETMETAL COPING
- FLASH ALL PENETRATIONS IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION GUIDELINES
- REMOVE AND DISPOSE OF SATELLITE RECEIVER DISH
- INSTALL NEW GUTTER EDGE METAL ON NORTH EDGE OF ROOF
- INSTALL 24G 6" BOX STYLE GUTTER AT GUTTER EDGE
- INSTALL 3 SETS OF DOWNSPOUTS
  - 1 EXTENDING TO PARKING LOT IN BACK
  - 2 EXTENDING TO LOWER ROOF WITH EXTENSIONS TO CLEAR UPPER PORTION OF LOWER ROOF
- FIRESTONE 20 YEAR MANUFACTURER'S WARRANTY INCLUDED

\$37,500.00

Total roof repair for 612 Seward St: \$37,500 + \$13,625 = \$51,125

**We Propose** hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of:

\_\_\_\_\_ dollars (\$ \_\_\_\_\_ )

Payment to be made as follows:

### Due upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized  
Signature \_\_\_\_\_

Kirk Smith

This proposal may be  
withdrawn by us if not accepted within

30 days.

## Acceptance of Proposal

The above prices and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

# Exhibit 4

## Proposal

# Duff Roofing

104 N. Waldo  
 PO Box 1062  
 Grand Island, NE 68802  
 Phone: 308.382.5678  
 Fax: 308.382.9027  
 Toll Free: 800.658.3237

Proposal Submitted to: <b>Moore and Hawks PC Att: Shannon Meyer</b>		Phone	Fax	Date <b>3/13/2020</b>
Street		Job Name <b>EPDM (Black Rubber) Overlay</b>		
City, State and Zip Code		Job Location <b>3 Lower Roofs adjacent to Alley</b>		
Architect	Date of Plans	Salesman	Salesman Cell Phone <b>308-850-5447</b>	

TEAR OFF EXISTING WALL FLASHINGS FROM 3 LOWER ALLEY ROOFS AND DISPOSE OF DEBRIS  
 INSTALL 1/2" HD ISO GUARD COVERBOARD OVER EXISTING BUILT UP ROOF WITH HEAVY DUTY SCREWS AND PLATES  
 FULLY ADHERE FIRESTONE 60MIL EPDM (BLACK RUBBER) MEMBRANE OVER NEW COVERBOARD  
 EXTEND EPDM MEMBRANE UP AND/OR OVER WALLS, TERMINATE WALLS WITH COMBINATION OF ALUMINUM  
 TERMINATION BAR AND 24G SHEETMETAL COPING  
 FLASH ALL PENETRATIONS IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION GUIDELINES  
 INSTALL NEW GUTTER EDGE METAL ON EDGE OF ROOFS  
 INSTALL 24G 6" BOX STYLE GUTTER AT GUTTER EDGE  
 INSTALL 2 SETS OF DOWNSPOUTS

FIRESTONE 20 YEAR MANUFACTURER'S WARRANTY INCLUDED \$43,250.00

\$43,250 is the total price quote for the lower level roofs of all three buildings (606 Seward St, 612 Seward St, and 127 North 6th St).  
 \$13,625 is the portion attributable to building 612 Seward St.

**We Propose** hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of:

\_\_\_\_\_ dollars (\$ \_\_\_\_\_)

Payment to be made as follows:

**Due upon Completion**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature \_\_\_\_\_  
 Kirk Smith

This proposal may be withdrawn by us if not accepted within 30 days.

### Acceptance of Proposal

The above prices and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

# Exhibit 5



P.O. BOX 85535  
LINCOLN, NE 68501-5535  
VOICE: 402.466.2616  
FAX: 402.466.2617

November 30, 2020

ATTN: JOE NERUD

RE: 612 & 606 BUILDING #2  
SEWARD, NEBRASKA  
FIRE PROTECTION INSTALLATION

Meininger Fire Protection is pleased to quote a lump sum of **FORTY-NINE THOUSAND DOLLARS AND 00/100....(\$49,000.00)** to design, provide, and install one (1) Wet Pipe and one (1) Dry Pipe Automatic Sprinkler Systems of first quality in every and all respects together with the necessary pipe, fittings and other apparatus as hereinafter enumerated except such items as are listed under the headings of Work, apparatus and items detailed as follows to be furnished and installed or performed by buyer or specified by the owner. Work and apparatus detailed as follows to be furnished and installed by MEININGER FIRE PROTECTION. Please see Page 3 for Alternate pricing.

**GENERAL:**

This proposal is based upon plans and specifications prepared by Arrow Architecture and site visit.

**SPRINKLER SYSTEM CLASSIFICATION:**

Design per NFPA 13 and all requirements there under.

No allowance has been made for design variations in excess of NFPA standards that may be requested by any particular insurance agency/underwriter.

**OBSTRUCTIONS TO SPRINKLER DISCHARGE PATTERN:**

A recurring challenge in designing Sprinkler Systems has been to design a layout, which eliminates obstruction to distributions; satisfies guidelines for spacing; and satisfies guidelines of maximum area of coverage per sprinkler head. A complete and cooperative coordination effort is necessary to ensure that the Sprinkler System design performs as intended.

Our proposal is based on providing the necessary sprinkler head coverage in accordance with the information included in the bid documents and does not provide additional sprinkler heads below and/or around unknown obstruction.

We would be pleased to assist you with the details of this important issue and provide a cost estimate if appropriate.

**ELECTRONIC COMPUTER FILES:**

This proposal is based on Meininger Fire Protection receiving any and all Electronic Cad Files in an AutoCAD or DXF file format at **NO** additional cost.

**WORKING DRAWINGS/SUBMITTALS:**

Working drawings for the system described herein will be prepared and forwarded to the NSFM and to the owners for review.

**DESIGN – FABRICATION – INSTALL – INSPECTION – TEST – MAINTAIN**

# Exhibit 5

## **AUTOMATIC SPRINKLERS:**

Sprinklers in areas without ceilings will be brass upright or pendent, with exposed piping.

Sprinklers in areas with suspended ceilings will be white recessed style with concealed piping.

No coated sprinklers, flush sprinklers, open sprinklers are included in this proposal.

Automatic sprinklers will be centered in ceiling tile modules. Meininger Fire Protection will need a final layout of the ceiling system before design can begin. Meininger Fire Protection is utilizing UL listed sprinkler heads other than the concealed style sprinkler heads will be UL and FM approved. All sprinkler drops will be a flexible type drop UL listed only.

## **ELECTRIC ALARMS:**

All electrical alarms are by others, MFP to provide Tamper Switches, and Flow Switches others to provide all related items.

## **BACKFLOW PREVENTION:**

Meininger Fire Protection is providing a new Double Check Backflow Preventer as specified, all materials, permits are included. Meininger Fire Protection to start at the 6" flange as shown on mechanical plans inside the building, no underground work is provided.

## **WATER SUPPLY:**

Preliminary hydraulic calculations are predicated on the following water supply characteristics furnished by the City of Seward estimated information.

**Static Pressure:** 60 PSI    **Residual Pressure:** 56 PSI    **Flowing:** 1230 GPM

**SHOULD THE WATER SUPPLY BE LESS THAN THE AVAILABLE INFORMATION GIVEN TO US, ADDITIONAL FINANCIAL COMPENSATION MAY BE REQUIRED TO ADJUST PIPE SIZES OR ADD PUMPS OR OTHER APPARATUS NECESSARY TO SATISFY THE HYDRAULIC CALCULATIONS AT A LOWER PRESSURE OR FLOW.**

## **FIRE DEPARTMENT CONNECTION:**

MFP to provide a standard Fire Department Connection 3 X2 ½ Rough Brass Finish, labeled "Auto Sprink" with NST Threads.

## **PIPE MATERIALS:**

All piping and materials to be per NFPA 13, branch line piping to be Black Schedule #30 with ductile iron fittings, and all main piping to be Black Schedule #7, roll grooved, with grooved fittings.

## **BACK CHARGES:**

No back charges shall be accepted by Meininger Fire Protection, Inc. unless forty-eight (48) hours written notice is given to correct any alleged work deficiencies or clean up necessitating such back charges and unless said work is the fault of Meininger Fire Protection. Any billings for back charges shall be submitted during the first ten (10) days of the calendar month following that in which the claim originates.

# Exhibit 5

## WORKING CONDITIONS:

This proposal is based on installation being made from finished, **unobstructed concrete** floors by using rolling scaffolding, forklift or mobile crane at MEININGER FIRE PROTECTION's option. It is the policy of Meininger Fire Protection, Inc. to strive for the highest level of safety standards. Our safety program has been developed to ensure compliance with all Federal, State, and Local regulations. With regards to OSHA CFR1926 subpart M (Fall Protection), it is our intent to comply with the standard as it is written. Our proposal does not include the cost of 100% fall protection as it relates to ladders and scissiors lifts. If it is your requirement to provide 100% fall protection for these two areas, our price will be adjusted accordingly.

## CLARIFICATIONS:

- 1- ALL AREAS ON FIRST FLOOR TO BE ROCKED TO THE BOTTOM OF THE EXISTING FLOOR TRUSSES. NO PROTECTION OF WOOD FLOOR TRUSSES HAS BEEN PROVIDED.
- 2- PIPING TO BE EXPOSED IN ALL AREAS WHERE NO ACT CEILING IS PRESENT. AREAS WITH GRID CEILINGS, PIPING TO BE CONCEALED ABOVE CEILINGS.
- 3- BASE BID HAS PROTECTION IN THE ENTIRE BASEMENT OF BOTH 612 & 606 BUILDINGS ALONG WITH FIRST AND SECOND FLOOR OF THE 612 BUILDING.
- 4- NO PROTECTION OF FIRST FLOOR AND SECOND FLOOR OF 606 BUILDING HAS BEEN PROVIDED. SEE ALTERNATES BELOW.
- 5- DUE TO THE ATTIC SPACE BEING TO TALL FOR DRY UPRIGHTS OFF A WET SYSTEM, MFP HAS PROVIDED A DRY SYSTEM PROTECTING THE SECOND FLOOR AND ATTIC SPACE OF THE 612 BUILDING.
- 6- SECOND FLOOR WALL LAYOUT TO REMAIN AS IS. OWNER TO REMOVE EXISTING SECOND FLOOR CEILINGS AS DISCUSSED TO ELIMINATE THE NEED TO ADD PENDENTS TO THE EXISTING CEILINGS.
- 7- MFP HAS INCLUDED PROTECTION OF THE CRAWL SPACES UNDER THE BACK PART OF THE BUILDING. THIS IS REQUIRED PER NFPA 13 SINCE THERE IS A WOOD STRUCTURE A PEOPLE CAN GET INTO THIS SPACE. AREA HAS BEEN PROTECTED WITH A WET SYSTEM AND OWNER IS RESPONSIBLE FOR PROVIDING ADEQUATE HEAT TO PROTECT SYSTEM FROM FREEZING.
- 8- MFP HAS ASSUMED FDC AND DRAIN LOCATION AS DISCUSSED ON SITE. THE SOUTHEAST CORNER OF THE 612 BUILDING WHERE THERE IS CURRENTLY A FRAMED WALL IN THE CORNER. IF FOR SOME REASON THIS LOCATION IS NOT POSSIBLE OTHERS TO PROVIDE DIRECTION ON WHERE FDC IS TO BE LOCATED. ADDITIONAL COSTS MAY APPLY.
- 9- OTHERS TO PROVIDE ENCLOSURES IF VERTICAL FEED MAINS ARE DESIRED TO BE CONCEALED.
- 10- NO COMBUSTIBLES ALLOWED ABOVE GRID CEILINGS ON FIRST FLOOR.
- 11- SECOND FLOOR PROTECTION OF 606 BUILDING IS BUDGET ONLY AS NO FLOOR PLAN WAS AVAILABLE AT TIME OF BID.
- 12- SECOND FLOOR 606 BUILDING PIPING TO BE EXPOSED TO VIEW IN RESIDENTIAL UNIT. PIPING TO BE DRY JUST LIKE SECOND FLOOR OF 612 BUILDING.
- 13- ATTIC TO BE PROTECTED FROM SECOND FLOOR SYSTEM OF 606 BUILDING TO BE JUST LIKE 612 BUILDING.
- 14- OTHERS TO MOVE AND OR PROVIDE PROTECTION OF PROPERTY INSIDE RESIDENTIAL UNITS. MFP IS NOT RESPONSIBLE FOR PROPERTY DAMAGE.
- 15- PATCHING AND PAINTING TO BE DONE BY OTHERS

## ALTERNATES:

1. FIRST FLOOR PROTECTION OF OFFICE SPACE EXTENSION INTO THE 606 BUILDING. PLEASE ADD A LUMP SUM OF.....\$4,100.00
2. FIRST FLOOR PROTECTION PROVIDED IN REMAINING AREA OF THE 606 BUILDING, PLEASE ADD A LUMP SUM OF.....\$4,150.00
3. SECOND FLOOR PROTECTION OF THE 606 BUILDING. PLEASE ADD A LUMP SUM OF...\$16,450.00

Not included in contract

# Exhibit 5

## EXCLUSIONS:

- Painting of pipe, fittings, or hangers
- Central Alarm Station/Panel
- Fire extinguishers or cabinets
- Penalties/liquidated damages
- Electrical work to be by others
- Galvanized Pipe
- Bond
- Patching and painting
- Hood Systems and connections to Hood Systems
- Additional Soffit system or enclosures of all piping
- Cutting Holes in Ceiling tiles or Ceiling system panels
- Seismic Bracing per NFPA 13
- Equipment Pads
- Design/Engineering for structural modifications to structure to support piping
- Modifications to structure to support piping
- Protection of exterior overhangs
- PE Stamped Drawings
- Davis – Bacon or prevailing wages
- Cut grooving of sprinkler piping
- Custom color escutcheons for sprinklers

## PAYMENT TERMS – CONTRACT:

Progress payment applications will be presented monthly for work completed to date with payment expected 30 days from date of application. The application will indicate work completed in each of the following categories:

- Design Drawings
- Fabrication Labor
- Material
- Installation Labor

Final payment is due 30 days after presentation of project closeout documents. This proposal and its exclusions shall be referenced in the final contract.

Please contact the undersigned with any questions.



**Devin Ostrander**

# Exhibit 6

## 612 & 606 Seward Street Office Space Cash Flow Analysis

	Rent per Office	Monthly	Annual	100% Occupancy	80% Occupancy	70% Occupancy	60% Occupancy	50% Occupancy
<b>Rent Income</b>								
612 First Floor								
9 Single Office (80')	\$650	5,850	70,200					
1 Front Executive Office (Window)	\$1,300	1,300	15,600					
606 First Floor								
8 Open Desk Seating	\$150	1,200	14,400					
1 Team Room (120')	\$800	800	9,600					
2 Team Room (240')	\$950	1,900	22,800					
1 Front Executive Office (Window)	\$1,300	1,300	15,600					
<b>Total Rent Income</b>		<b>12,350</b>	<b>148,200</b>	<b>148,200</b>	<b>118,560</b>	<b>103,740</b>	<b>88,920</b>	<b>74,100</b>
<b>Expenses</b>								
Loan Payment - 50% of \$552k Purchase		1,436	17,234					
Loan Payment - Renovation (See Below)		2,324	27,888					
Cleaning		300	3,600					
Insurance		750	9,000					
Utilities - Water/Waste		100	1,200					
Utilities - Gas/Electric		1,200	14,400					
Internet		300	3,600					
Garbage		100	1,200					
Real Estate Taxes		900	10,800					
Office Supplies (Copy Paper/Toner/TP/Etc.)		200	2,400					
Repairs & Maintenance		200	2,400					
<b>Total Cash Expenses</b>		<b>7,810</b>	<b>93,722</b>	<b>93,722</b>	<b>93,722</b>	<b>93,722</b>	<b>93,722</b>	<b>93,722</b>
<b>Net Cash Flow</b>		<b>4,540</b>	<b>54,478</b>	<b>54,478</b>	<b>24,838</b>	<b>10,018</b>	<b>(4,802)</b>	<b>(19,622)</b>

### Notes:

Construction quote = \$500,274

Duff Roofing rubber roof installation = \$51,125 (612 Seward only)

TIF Estimate = \$110,000 TIF Developer Bond

Construction Quote	\$ 500,274
Overrun	-
Roof	51,125
Furniture & Appliances	25,000
Architectural & Engineering	5,000
<b>Total Construction Cost</b>	<b>581,399</b>
TIF Bond	(110,000)
15% Cash Down Payment	(70,710)
<b>Loan Amount</b>	<b>400,689</b>

Loan Calculation (20 year amortization at 3.5%. Locked for 10 years)

Monthly Principal & Interest	\$ 2,324
Monthly Interest only payment	\$ 1,169

# Old Town Square LLC

## TIF Estimate

# Exhibit 7

TIF Calculation Based on Marilyn Hladky's Estimates on Tuesday, December 29, 2020

**Assumptions:**

Tax Levy (2019)	1.749781
Number of Years	15

**Property Valuation:**

	Assessed Value	Estimated Taxes
Pre-Project (Building 612)	\$193,531.00	\$3,386.37
Pre-Project (Building 606)	\$226,715.00	\$3,967.02
Completed Project (Building 612)	\$447,063.00	\$7,822.62
Completed Project (Building 606)	\$494,158.00	\$8,646.68
Difference	\$520,975.00	\$9,115.92

**TIF Calculations:**

	TIF Developer Bond	TIF Note from Lender
Annual TIF Amount	\$9,115.92	\$9,115.92
15 Year TIF	\$136,738.82	\$91,159.22
3% Admin. Fee	\$4,102.16	\$2,734.78
Approx. Costs of Issuance	\$5,000.00	\$5,000.00
<b>Total:</b>	<b>\$127,636.66</b>	<b>\$83,424.44</b>
	\$8,509.11	

# Exhibit 7

**Shannon Meyer**

---

**From:** Marilyn Hladky <mhladky@co.seward.ne.us>  
**Sent:** Tuesday, December 29, 2020 2:44 PM  
**To:** Shannon Meyer; Greg Butcher  
**Cc:** Jonathan Jank  
**Subject:** RE: Revised Draft TIF Application for 612 & 606 Seward Street

Shannon,  
I received the estimated values today on your 2 parcels.

606 Seward Street: Estimating a value of 494,158

612 Seward Street: Estimating a value of 447,063

Of course these are subject to change once work is completed and we have inspected it.  
Please let me know if you have any questions.  
Thank you.

---

## Exhibit 8



# Great Western Bank<sup>®</sup>

Making Life Great<sup>®</sup>

Member FDIC

October 29, 2020

Old Town Square, LLC  
615 Seward St  
Seward, NE 68434

RE: Tax Increment Financing

To Whom It May Concern;

Great Western Bank has reviewed the proposed project and is willing to finance the project with the assistance of tax increment financing. In our financial analysis the project is not cost feasible without tax increment financing and Great Western Bank would not be able to fund the project without it.

Sincerely,

Troy Brandt  
Business Banker  
Great Western Bank

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

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

**(OLD TOWN SQUARE 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 legally described on the attached and incorporated Exhibit “A” (the “Project Site”). The project under consideration will consist of the renovation and rehabilitation of two historic commercial buildings on the Project Site and associated improvements (the “Project”).

**Project Site**

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

The existing buildings on the Project Site were built around 1900 and are in need of renovation and rehabilitation. The addresses of the two buildings are 606 Seward Street and 612 Seward Street, and the buildings will be referred to herein respectively as the “606 Building” and the “612 Building”.

The Project is intended to prevent further deterioration of the Project Site and the Redevelopment Area, and is not feasible without the assistance of tax increment financing.

The general location of the Project Site is depicted below:



Recent photographs of the Project Site are set forth below:

**606 Building:**



**606 Building:**



The Project Site is located in the CBD - Commercial Business District zone. The current land use map set forth in the 2018 City of Seward Comprehensive Plan ("Comprehensive Plan") identifies the current land use as Downtown/Mixed Use. The future land use map set forth in the Comprehensive Plan designates the future land use of the Project Site as Downtown Urban Mixed Use. The current and future land use maps set forth in the Comprehensive Plan are incorporated into the Redevelopment Plan by this reference. Key features of the Urban Mixed Use designation include, but are not limited to, a mix of complementary uses, and land uses that are sometimes mixed in order to result in complementary and alternating times of use and the ability to share parking areas.

## **Project**

Old Town Square, LLC ("Redeveloper") has submitted a proposal for the redevelopment of the Project Site. The Project will include the renovation and rehabilitation of the buildings on the Project Site. The Project shall include historic façade preservation, and other improvements that are eligible public improvements under the Act. The Project is anticipated to 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.

Building 612 consists of 4,866 square feet on the ground level and 3,876 square feet on the second level. Building 606 consists of 5,040 feet on the ground level and 3,800 square feet on the second level. Only the first floor of each building is being renovated as part of this project. The upstairs of Building 606 has four residential apartment units, which are all currently leased to tenants. Both buildings have basements, but the basements will not be leased to tenants. The Project will consist of two uses: an office use and a restaurant/bakery use.

### **a. Shared Office Component**

Redeveloper will renovate and redevelop Building 612 and one-half of Building 606 as office space. This will include shared office space for multiple commercial tenants. The shared office concept will allow businesses that do not need a full and exclusive commercial space but still require certain office amenities to utilize the shared office space at a smaller commitment and investment. The shared office space will include private offices to rent, which come with access to shared common areas including reception, conference rooms, restrooms, kitchen/break area, photocopy/supply room and rooftop patio. Tenants will pay rent as a fixed daily or monthly rental charge, reducing the long-term capital commitment. Conference rooms will also be available for public rental. Main entrance/exit doors and all private office doors will be equipped with RFID locks to provide security for multiple tenants. Offices will be a variety of sizes, with occupancy ranging from one to four persons to accommodate different types of tenants. Common areas (reception, conference rooms, restrooms, kitchen/break area and photocopy/supply room) will be shared use and accessible to all tenants.

One of the tenants of the building will be Moore & Hawks PC, a public accounting (CPA) firm and affiliated entity to the Redeveloper. Moore & Hawks PC has recently expanded to Seward and the Moore & Hawks team based in Seward currently has 5 employees.

The office use shall encompass 4,866 square feet of Building 612 and 1,900 square feet of Building 606.

b. Restaurant/Bakery

As stated above, 1,900 square feet of Building 606 will be used for the office component of the Project. The remaining 3,140 square feet on the ground level of Building 606 will be renovated into a dual purpose bakery and restaurant space, to be leased and operated by separate tenants. The intention is for one tenant to utilize the space as a bakery/cafe during the morning and lunch periods while a second tenant operates the space as a restaurant/bar in the evening.

c. Additional Aspects of the Project

Although one-half of Building 606 will internally be shared office space with Building 612, the exterior façades will have distinctive separation as two independent buildings. With respect to the façades, the exterior of both buildings will retain their historical brick façade, with front paneling removed and underlying brick façade repaired to historical appearance. New front façade windows will be installed on Building 612, including expansion of the windows to their original height, which is approximately double their current height. The existing façade windows will be repurposed as conference room walls on the interior. A new awning will be installed to accent the taller window height. The Building 606 ground level façade windows will be retained, but the entrance door will be relocated to provide access for the bakery/restaurant space.

All new electrical, data lines, plumbing, and HVAC will be installed for the ground level. Fire sprinkler systems will be installed throughout the basement, ground level, second level and attic of both buildings, including the existing apartments in Building 606.

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, demolition, façade enhancements, architectural and engineering fees, and other eligible uses. The use of TIF to assist with the costs of the eligible public improvements will make the Project as designed feasible. The Redeveloper shall be responsible for all other costs and expenses associated with the Project.

A preliminary site plan reflecting the first floor redevelopment plans 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 the Redeveloper. Redeveloper intends to commence construction in spring of 2021. The office space improvements are anticipated to be completed in summer of 2021. The restaurant/bakery improvements are anticipated to be completed by December 31, 2021. The base year for the Project is anticipated to 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 \$420,246 which is the current assessed valuation of the Project Site. Pursuant to the Seward County Assessor's preliminary appraisal of the Project, the projected completed valuation of the Project is \$941,221. The preliminary appraisal is not binding and is based upon the information and assumptions provided from the Redeveloper to the County Assessor. The CRA does not make any representations as to the final value of this Project or any redevelopment project. Any changes in market conditions, building plans, construction materials, etc., will have an effect on the final valuation.

Based upon the anticipated completed valuation of \$941,221, Redeveloper has requested \$136,700 in TIF Indebtedness.<sup>1</sup> The Redeveloper estimates that the total Project costs shall be approximately \$1,166,869. Redeveloper shall also be responsible for the CRA's administrative fee and the City's attorney fees and cost of issuance related to the Project and the TIF Indebtedness, which costs are TIF-eligible expenses. Redeveloper intends to use the TIF to assist with the cost of the site acquisition, which amount was approximately \$535,000.

The final, actual cost of all TIF-eligible expenses shall be certified by Redeveloper upon completion of construction. In addition to the TIF Indebtedness, Redeveloper has stated that the Project would be financed in part in investor equity equal to 15% of the total costs and the remainder financed through a bank loan.

### **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 specific statutory elements identified under the Nebraska Community Development Law.

#### **A. Property Acquisition, Demolition and Disposal**

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. Redeveloper is the owner of the Project Site, which Redeveloper purchased in December, 2019. The residential tenants that are current leasing apartments on the second floor of the Project Site will not be displaced and their leases will remain in effect.

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<sup>1</sup> 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.

B. Population Density

The proposed Project includes the renovation and rehabilitation of the first floor of the existing buildings on the Project Site into office and restaurant uses. The Project will not materially affect the population density of the community.

C. Land Coverage

The Project will consist of renovation and rehabilitation to the existing buildings on the Project Site. The footprint of the building will not change. 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 Project Site was designed for the commercial uses and the area should be able to support uses of the general type that comprise the Project. Further, additional traffic in downtown Seward is a stated goal of the City in order to enhance the vibrancy of the downtown area. The downtown infrastructure is anticipated to be sufficient for the intended uses.

E. Parking

The 2017 Downtown Revitalization Plan determined that, as a whole, there is a surplus of available parking spaces downtown compared to demand. While there are places where demand exceeds supply, there are virtually always available spaces within a block; therefore, no additional parking is needed at this time.

Pursuant to Article 34 of the City of Seward Zoning Ordinance, any use within the CBD - Downtown Seward District is exempt from the off-street parking requirements. The Project will need to meet or exceed the parking requirements set forth in the applicable zoning district, if any. It is the Redeveloper's obligation to satisfy the City's parking requirements.

F. Zoning, Building Code, and Ordinances

The Project Site is located in the CBD - Commercial Business District zone. Pursuant to the City of Seward zoning ordinance, office and restaurant uses are permitted in the CBD - Commercial Business District zone. Mixed uses are allowed and encourages in the CBD District. The 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, as well as any permits relating to the shared restaurant space.

## **Cost-Benefit Analysis**

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

## **Comprehensive Plan**

Several goals of the Comprehensive Plan will be furthered by this Project. This section is not a comprehensive analysis of the Project's implementation and conformance with the Comprehensive Plan, but is meant to highlight and summarize the key points on this topic. Some selections from the Comprehensive Plan are set forth below:

### **VIBRANT BUSINESSES: GOALS**

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

### **GOAL 1: INVEST IN DOWNTOWN SEWARD AS A DESTINATION, AN ECONOMIC ENGINE, AND THE HEART OF THE COMMUNITY**

Actions and Recommendations: The community should invest to make downtown a vibrant place with people, businesses, and things to do.

**Understand the role of downtown.** Downtown should not be reviewed by the same metrics as a traditional stand-alone business but should instead be judged by its contribution to the community as a whole. Downtown contributes to the city by offering it an identity (what is Seward if not for its iconic downtown), by providing a place for people to gather (how much do people enjoy downtown), and by leaving a lasting impression with visitors, including Concordia parents, business prospects, residents, and prospective residents. While subjective, downtown contributes to Seward in a remarkable way and deserves community support.

**Increase financial capacity.** At the time of the downtown plan, much of the total square footage in downtown remained vacant or underutilized. While main floor occupancy was strong in certain blocks, the share of total usable square footage (including the upper floors) was relatively low. Increasing the use of these floors will increase the valuation of the district as a whole and increase the revenue stream for individual property owners.

**Increase patron visits.** Ultimately, the goal of the plan is to make downtown into an area where people live, work, and play because each of these actions support a prosperous business community, reinforce downtown as the center of the

community, and will increase reinvestment in downtown buildings.

Actions highlighted in the Downtown Revitalization Plan include:

- **Reinforce downtown the economic, social, and civic center of the community.** Investment in downtown represents an investment in the community as a whole, not an investment to favor an individual or business venture.
- **Promote full occupancy of downtown buildings through incentives, demonstration projects, and promotional events.** Downtown buildings should be viewed as infrastructure; when fully occupied, these resources serve the community to the maximum benefit through unique housing, destination businesses, and by reinforcing the overall quality of the district.

#### **Additional Project Information from the Redeveloper**

Redeveloper has represented that without the use of TIF, this Project would not be feasible and the Redeveloper could not develop this Project on the Project Site. 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 Act.

**EXHIBIT “A”**  
**Legal Description of the Project Site**

The Project Site consists of 606 Seward Street and 612 Seward Street and the property is legally described as follows:

612 Seward Street Parcel: The West 40 feet of Lots 8, 9 and 12, Block 7, Original Town of the City of Seward, Seward County, Nebraska; and

606 Seward Street Parcel: The East 40 feet of the West 80 feet of Lots 8, 9 and 12, Block 7, Original Town of the City of Seward, Seward County, Nebraska, more particularly described as follows:

Commencing at a point on the South line of Lot 12, Block 7, Original Town of the City of Seward, Seward County, Nebraska, at a point 40 feet West of the Southeast corner thereof; running thence North 126 feet across said Lots 12, 9 and 8, to the North line of Lot 8; running thence West along the North line of said Lot 8, a distance of 40 feet; thence South 126 feet to the South line of Lot 12; thence East to the Place of Beginning.

**EXHIBIT "B"**  
**Preliminary Site Plan**  
**FIRST FLOOR OFFICE**

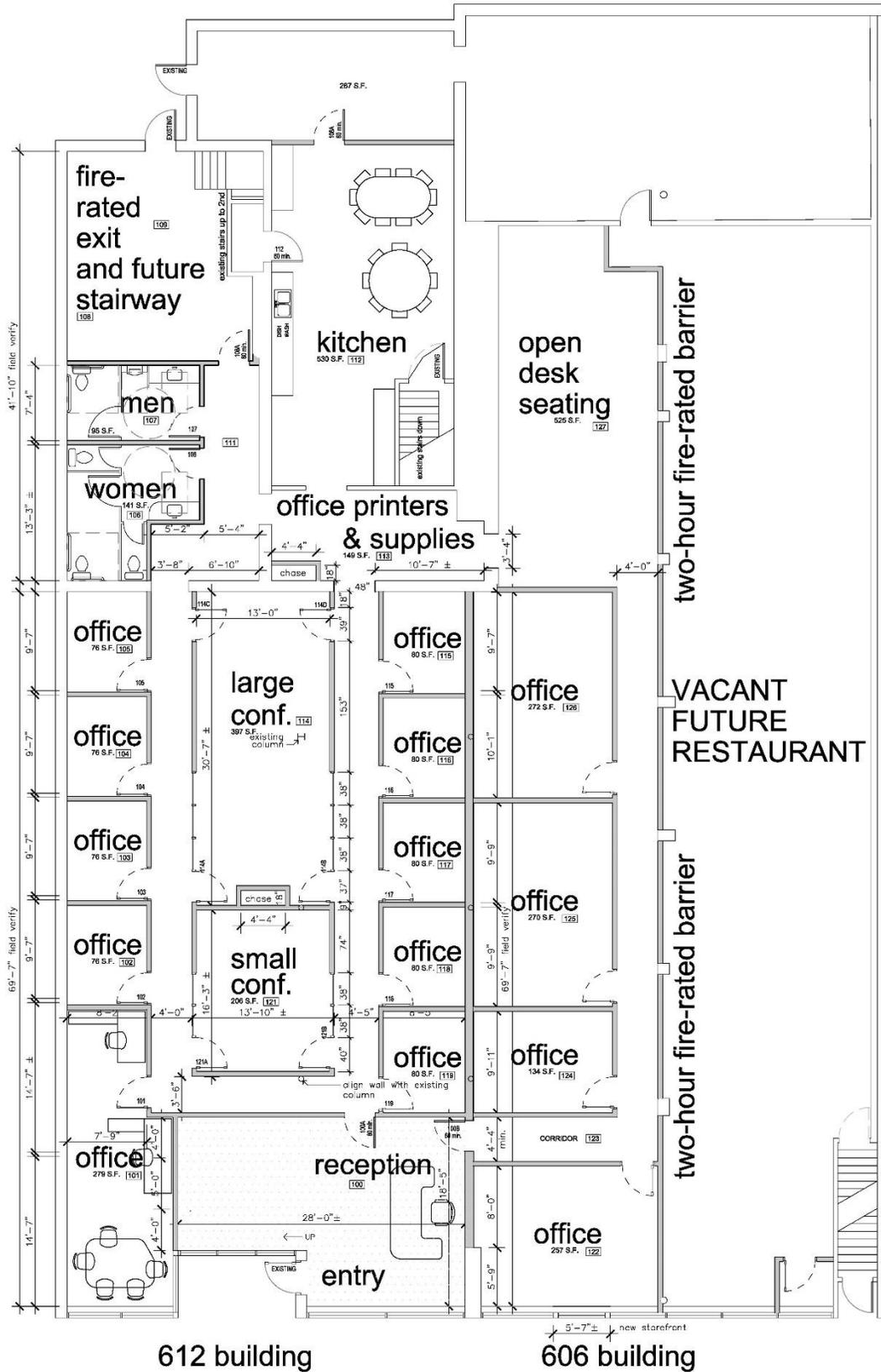
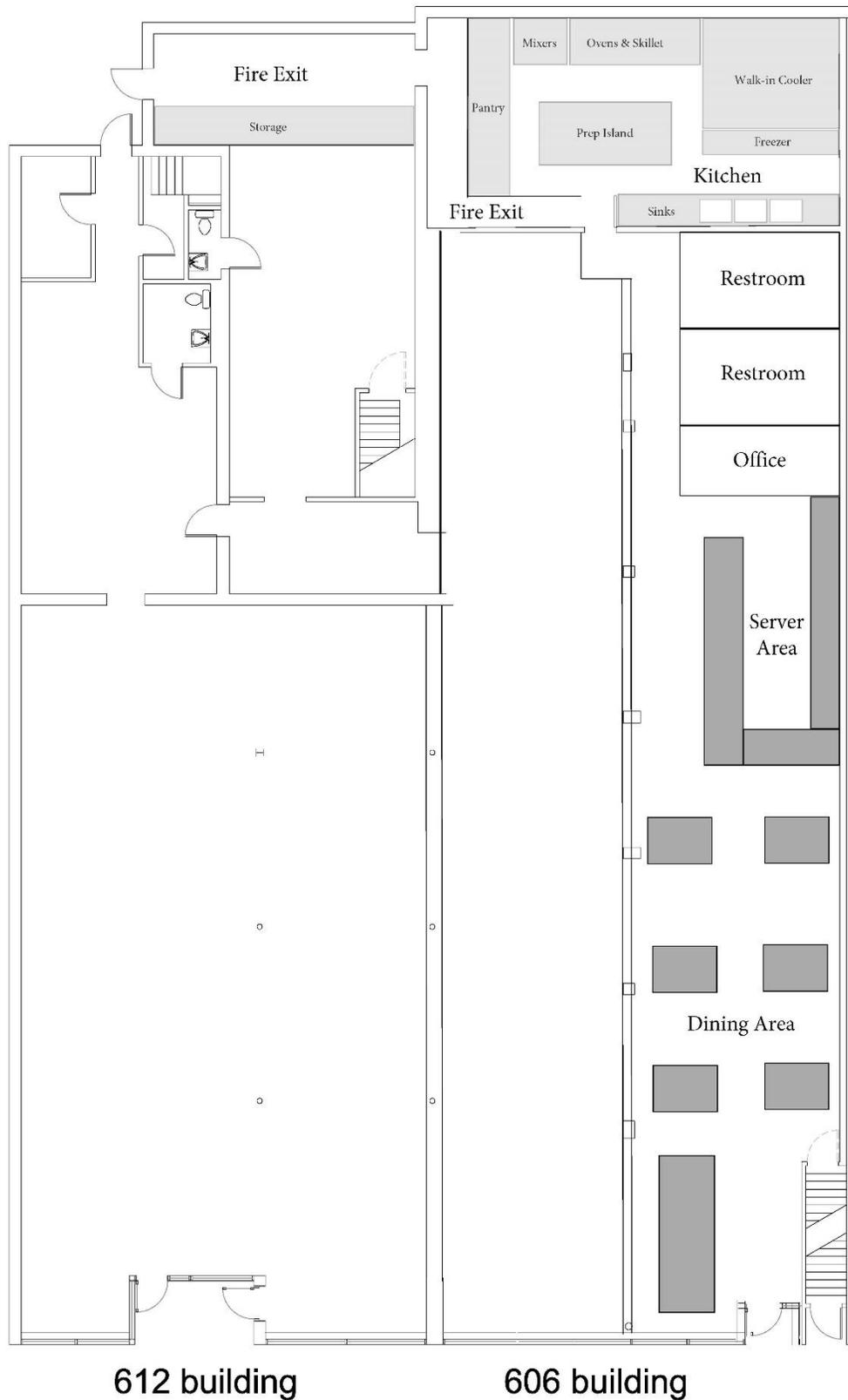


Exhibit "B"

# FIRST FLOOR RESTAURANT



612 building

606 building

The site plans for the Project Site are preliminary in nature and subject to change.

**EXHIBIT “C”  
Cost Benefit Analysis**

**(Pursuant to Neb. Rev. Stat. § 18-2113)**

The cost-benefit analysis for the Old Town Square 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:	\$420,246
b.	Projected Completed Project Assessed Valuation:	\$941,221
c.	Projected Tax Increment Base:	\$520,975
d.	Estimated Tax Levy:	1.749781
e.	Annual Projected Tax Shift:	\$9,116

*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 incremental growth or change in the tax levy over the 15 year TIF period. There has been no accounting for any annual state property tax credit.*

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

a. Public infrastructure improvements and impacts:

No substantial adverse effects are anticipated on the public infrastructure and community public service needs. All public infrastructure and community public services required to serve the Project exists. The City desires additional commercial activity downtown and this Project shall further the overall development goals of the City.

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 Project will include an amount of personal property that will be on the property tax rolls upon its acquisition and installation. Additionally, the City should realize revenue from sales tax paid by the patrons of the tenant businesses occupying the buildings. 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. This Project will revitalize the Project Site, increase consumer traffic to the downtown area, and decrease the blighted and substandard conditions of the Redevelopment Area, all of which will benefit all employers in the downtown area. The shared office concept is new to Seward, and will provide an alternative to traditional office leasing. This could encourage new businesses to locate downtown that otherwise would not commit to a traditional lease. Particularly with the landscape and concept of office leasing changing based on the COVID-19 pandemic, the shared office space, and daily or monthly fixed rate leasing may be an attractive lease for certain businesses. An additional restaurant/bakery is an important amenity in the community, which will allow for further growth of the community. Increasing the overall supply of restaurant amenities in the community is important to attracting future businesses and workers to the City.

**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. Rather, the additional commercial space and restaurant amenities available in downtown Seward should help the community attract and retain talented professionals. There should be no material and unreasonable impact on other 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:**

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

The overall employment impacts of the project are unknown, but the Moore & Hawks tenant anticipates estimated growth of 2-5 additional employees. Starting staff salaries (recent college graduates) will be in the range of \$30-40k per year and competitive benefits, with salaries increasing as employees proceed through their career. Moore & Hawks also intends to offer internships for Concordia college students.

The exterior of both buildings will retain their historical brick façade, with front paneling removed and underlying brick façade repaired to historical appearance.

## **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.

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4844-8370-1977, v. 1

## C. Presentation and Review of Redevelopment Agreement

**REDEVELOPMENT AGREEMENT**

**(OLD TOWN SQUARE 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 Old Town Square, 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 renovation and redevelopment of two (2) commercial buildings on the Project Site for use as commercial office space and a restaurant/bakery, and other associated improvements on the Project Site, as more particularly described on the attached Exhibit “A”.

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

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

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

**ARTICLE I  
DEFINITIONS AND INTERPRETATION**

**Section 1.01      Terms Defined in this Redevelopment Agreement.**

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

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

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

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

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

E.      “Effective Date” means January 1, 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 Nine Hundred Forty One Thousand Two Hundred Twenty One and No/100 Dollars (\$941,221.00).

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

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

J.      “Project Completion Date” means 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 Old Town Square, 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 has contracted to purchase the Project Site in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Agreement by Redeveloper.

(e) Pursuant to Neb. Rev. Stat. § 18-2119, Redeveloper certifies to the CRA that Redeveloper does not intend to file an application with the Nebraska Department of Revenue to receive tax incentives under the ImagiNE 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 Thirty Six Thousand Seven Hundred and No/100 Dollars (\$136,700.00), as calculated on the attached and incorporated Exhibit “B”. The TIF Indebtedness shall be issued in a TIF Promissory Note in the form attached hereto as Exhibit “E” (“Note”). The TIF Indebtedness shall be purchased by Redeveloper or a lender of Redeveloper. The TIF Indebtedness shall not be a general obligation of the CRA or City which shall issue such Note solely as a conduit. If Redeveloper does not acquire and fund the TIF Indebtedness itself, Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the Note for the TIF Indebtedness. The TIF Indebtedness shall be secured by a pledge or assignment of the Tax Increment or otherwise secured by Redeveloper as required by the lender. The issuance of the TIF Indebtedness may be accomplished by offset so that the Redeveloper retains the TIF Revenues and no bankable currency is exchanged at closing of the TIF Indebtedness and issuance of the Note, except as otherwise provided herein.

#### **Section 3.03      Use of TIF Indebtedness.**

The CRA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.02 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Indebtedness that the CRA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified pursuant to Section 4.03. In addition, the CRA shall retain an amount sufficient to pay its reasonable and necessary cost of issuance, including attorney fees, and a CRA administration fee in the amount of three percent (3%) of the TIF Indebtedness. Redeveloper shall pay to the CRA the cost of issuance and CRA administration fee at or prior to the issuance of the TIF Note. The Tax Increment, shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

**Section 3.04      Creation of Fund.**

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

**Section 3.05      Projected TIF Sources and Uses.**

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

**ARTICLE IV  
OBLIGATIONS OF REDEVELOPER**

**Section 4.01      Evidence of Financial Ability.**

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

**Section 4.02      Construction of Project; Insurance.**

(a) Redeveloper will complete the Public Improvements and the Private Improvements and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CRA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall furnish to the CRA a Certificate of Completion in the form attached hereto as Exhibit "F" from Redeveloper's engineer or architect, or owner's representative. When accepted in writing by the CRA, the certification by Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements.

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

#### **Section 4.03      Cost Certification.**

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

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

**Section 4.04            No Discrimination.**

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

**Section 4.05            Pay Real Estate Taxes.**

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

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

**Section 4.06            No Assignment or Conveyance.**

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

**ARTICLE V  
FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES**

**Section 5.01            Financing.**

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

**Section 5.02            Encumbrances.**

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

**Section 5.03            Mortgage Financing.**

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

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

(c)    Mortgagee’s Option to Cure Defaults. If thirty (30) days after notice or demand with respect to any breach or default, such breach or default remains uncured, each holder shall (and every mortgage instrument made prior to acceptance by the CRA of the Certificate of Completion with respect to any of the Private Improvements or the Public Improvements by Redeveloper or its successors in interest shall so provide) have the right, at its option, to cure or remedy such breach or default within sixty (60) days after notice or demand, and to add the cost thereof to the mortgage debt and the lien of

its mortgage. If the mortgage holder commences efforts to cure the default within such period and the default cannot, in the exercise of due diligence, be cured within such period, the holder shall have the right to diligently continue to cure the default.

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

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

## **ARTICLE VI DEFAULT, REMEDIES; INDEMNIFICATION**

### **Section 6.01      General Remedies of the CRA and Redeveloper.**

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

### **Section 6.02      Additional Remedies of the CRA.**

In the event that:

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

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

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

**Section 6.03            Remedies in the Event of Other Redeveloper Defaults.**

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

**Section 6.04            Limitation of Liability; Indemnification.**

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

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

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

## **ARTICLE VII MISCELLANEOUS**

### **Section 7.01        Memorandum.**

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

### **Section 7.02        Governing Law.**

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

### **Section 7.03        Binding Effect; Amendment.**

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

### **Section 7.04        No Agency or Partnership.**

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

### **Section 7.05        Document Retention.**

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

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

**Section 7.06      Notice to Redeveloper.**

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

Old Town Square, LLC  
Attn: Shannon Meyer  
306 East 6<sup>th</sup> Street  
North Platte, NE 69101  
Shannon.meyer@moorehawkscpas.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”**  
OLD TOWN SQUARE, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Shannon Meyer, Manager

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF SEWARD     )

The foregoing instrument was acknowledged before me this \_\_\_ day of February, 2021, by Shannon Meyer, Manager of Old Town Square, 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:

612 Seward Street Parcel: The West 40 feet of Lots 8, 9 and 12, Block 7, Original Town of the City of Seward, Seward County, Nebraska; and

606 Seward Street Parcel: The East 40 feet of the West 80 feet of Lots 8, 9 and 12, Block 7, Original Town of the City of Seward, Seward County, Nebraska, more particularly described as follows:

Commencing at a point on the South line of Lot 12, Block 7, Original Town of the City of Seward, Seward County, Nebraska, at a point 40 feet West of the Southeast corner thereof; running thence North 126 feet across said Lots 12, 9 and 8, to the North line of Lot 8; running thence West along the North line of said Lot 8, a distance of 40 feet; thence South 126 feet to the South line of Lot 12; thence East to the Place of Beginning.

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

- (a) **Private Improvements.** The renovation and redevelopment of two (2) commercial buildings on the Project Site for use as commercial office space, a restaurant/bakery, and other associated improvements on the Project Site. The Project shall consist of approximately 6,750 square feet of office space and approximately 3,140 square feet of restaurant/bakers space. The preliminary site plan for the Private Improvements is attached hereto as Exhibit "A-1" for reference.
- (b) **Public Improvements.** TIF will be used to pay a portion of the site acquisition costs, and other eligible public improvements on the Project Site and in the Redevelopment Area, which public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

**EXHIBIT "A-1"**  
**PRELIMINARY SITE PLAN-FIRST FLOOR OFFICE**

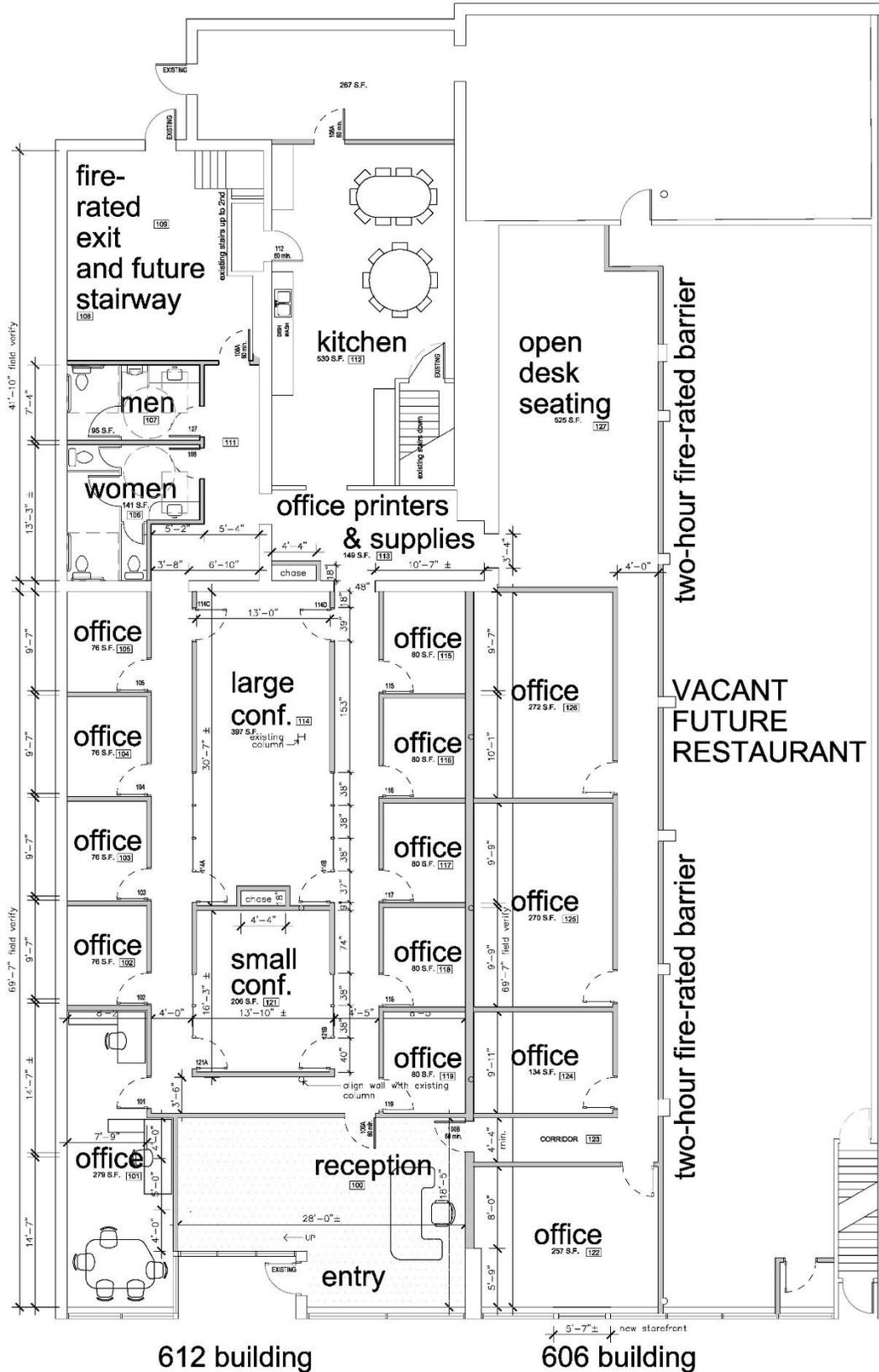
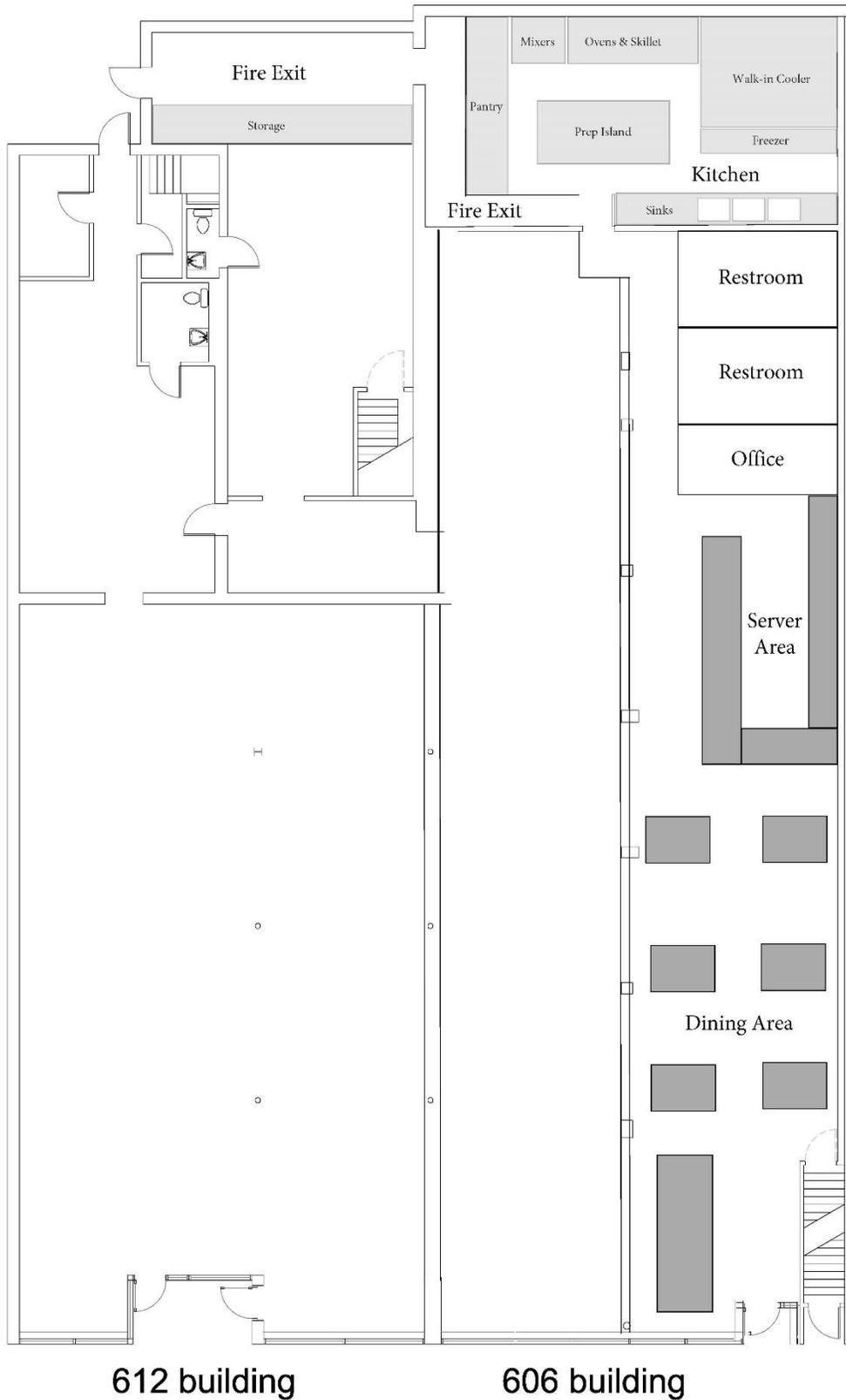


Exhibit "A-1"

**EXHIBIT "A-1"**  
**PRELIMINARY SITE PLAN-FIRST FLOOR RESTAURANT**



**EXHIBIT “B”  
TIF INDEBTEDNESS**

1. Projected Base Value: \$420,246
2. Projected Minimum Final Value: \$941,221
3. Projected Incremental Valuation: \$520,975
4. Assumed Tax Levy: 1.749781
5. Anticipated Tax Increment: \$9,116 annually
6. Assumed Interest Rate: 0%
7. TIF Indebtedness:
  - a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$136,700, 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	0%
Number of Years	15

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project	\$420,246	\$7,353
Completed Project	\$941,221	\$16,469
Difference	\$520,975	\$9,116

**TIF Calculations:**

Annual TIF Amount	\$9,1116
TIF Indebtedness	\$136,700
less 3% Admin Fee	(\$4,100)
Approx. Cost of Issuance (actual cost TBD)	(\$6,500)
TIF Available to Redeveloper	\$126,100

**2. TIF USES:**

Site Acquisition	\$535,470
------------------	-----------

**EXHIBIT “D”**

After recording please return to:

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

**MEMORANDUM OF REDEVELOPMENT AGREEMENT  
(Old Town Square 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 Old Town Square, 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:

612 Seward Street Parcel: The West 40 feet of Lots 8, 9 and 12, Block 7, Original Town of the City of Seward, Seward County, Nebraska; and

606 Seward Street Parcel: The East 40 feet of the West 80 feet of Lots 8, 9 and 12, Block 7, Original Town of the City of Seward, Seward County, Nebraska, more particularly described as follows:

Commencing at a point on the South line of Lot 12, Block 7, Original Town of the City of Seward, Seward County, Nebraska, at a point 40 feet West of the Southeast corner thereof; running thence North 126 feet across said Lots 12, 9 and 8, to the North line of Lot 8; running thence West along the North line of said Lot 8, a distance of 40 feet; thence South 126 feet to the South line of Lot 12; thence East to the Place of Beginning (collectively, 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.

**“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”**  
OLD TOWN SQUARE, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Shannon Meyer, Manager

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF SEWARD     )

The foregoing instrument was acknowledged before me this \_\_\_ day of February, 2021, by Shannon Meyer, Manager of Old Town Square, LLC, on behalf of the company.

\_\_\_\_\_  
Notary Public



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

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

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

REDEVELOPMENT REVENUE NOTE  
(OLD TOWN SQUARE REDEVELOPMENT PROJECT)  
SERIES 2021A

Maturity Date	Interest Rate	Original Issuance Date
December 15, 2037	0%	

Registered Holder	Principal Amount
Old Town Square, LLC	\$136,700

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 (Old Town Square Redevelopment Project), Series 2021A, aggregating One Hundred Thirty Six Thousand Seven Hundred and No/100 Dollars (\$136,700.00) (“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 Old Town Square, LLC, a Nebraska limited liability company, for the Old Town Square 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**  
**(Old Town Square 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:

612 Seward Street Parcel: The West 40 feet of Lots 8, 9 and 12, Block 7, Original Town of the City of Seward, Seward County, Nebraska; and

606 Seward Street Parcel: The East 40 feet of the West 80 feet of Lots 8, 9 and 12, Block 7, Original Town of the City of Seward, Seward County, Nebraska, more particularly described as follows:

Commencing at a point on the South line of Lot 12, Block 7, Original Town of the City of Seward, Seward County, Nebraska, at a point 40 feet West of the Southeast corner thereof; running thence North 126 feet across said Lots 12, 9 and 8, to the North line of Lot 8; running thence West along the North line of said Lot 8, a distance of 40 feet; thence South 126 feet to the South line of Lot 12; thence East to the Place of Beginning,

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”**  
OLD TOWN SQUARE, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Shannon Meyer, 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: \_\_\_\_\_

Old Town Square, 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

<u>Site Acquisition</u>	<u>\$535,470</u>
Total:	\$535,470*

**\*Principal Amount of TIF Indebtedness shall not exceed \$137,600.**

OLD TOWN SQUARE, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Shannon Meyer, Manager

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

**Approved the by Chairman of the CRA:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**CITY OF SEWARD, NEBRASKA  
RESOLUTION NO. \_\_\_\_\_**

(Amendment to Redevelopment Plan–Old Town Square 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 OLD  
TOWN SQUARE 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 Old Town Square 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 16<sup>th</sup> day of February, 2021.

CITY OF SEWARD, NEBRASKA

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

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

**CITY OF SEWARD, NEBRASKA**

**RESOLUTION # \_\_\_\_\_**

(Redevelopment Agreement – Old Town Square 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 Old Town Square Redevelopment Project that will include the use of Tax Increment Financing (the “Project”).

C. On February 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 Old Town Square, 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 16<sup>th</sup> day of February, 2021.

CITY OF SEWARD, NEBRASKA

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

4. Public Hearing - 7:00 PM Tax Increment Financing Application of IHC Properties, LLC, 1814 Pine St., Seward - TIF Attorney Willis

**NOTICE OF PUBLIC HEARINGS**

Public notice is hereby given by the Planning Commission of the City of Seward, Nebraska, that a public hearing will be held at 7:30 p.m. on February 8, 2021 at the Seward Civic Center East & West Basement, 616 Bradford St, Seward, NE 68434.

Public notice is hereby also given by the Mayor and City Council of the City of Seward, Nebraska, that a public hearing will be held at 7:00 p.m. on February 16, 2021, at the Seward Civic Center East & West Basement, 616 Bradford St, Seward, NE 68434.

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

The property which is the subject of this notice and of the public hearing is generally located 1814 Pine Street in Seward, Nebraska and 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).

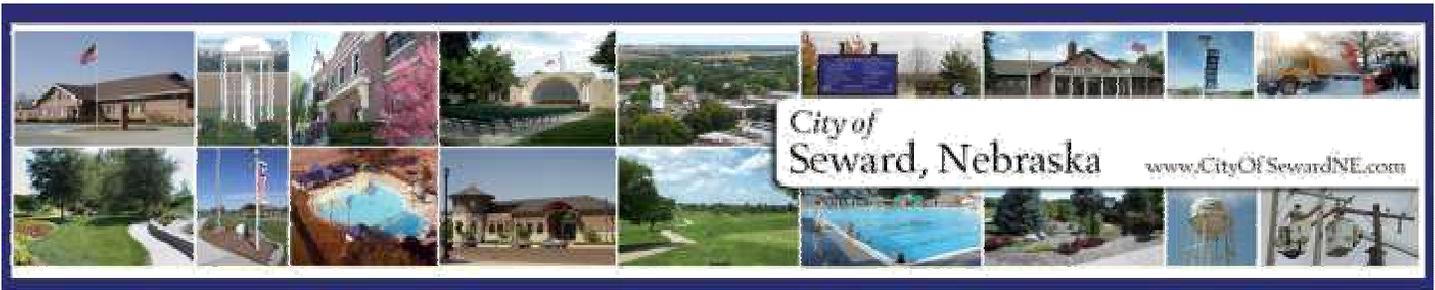
All interested parties shall be afforded at each public hearing a reasonable opportunity to express their views regarding the proposed redevelopment plan amendment. A map of the redevelopment area and a copy of the redevelopment plan and cost-benefit analysis shall be maintained in the office of the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

Bonnie Otte, City Clerk

[

Publish January 29, 2021  
One Affidavit of Publication

## A. Presentation and Review of TIF Application



## **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. 7<sup>th</sup> 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 6<sup>th</sup> 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. 7<sup>th</sup> 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 1<sup>st</sup>, 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](http://CityofSewardNE.gov)

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

**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.<sup>1</sup> 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.

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<sup>1</sup> 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:

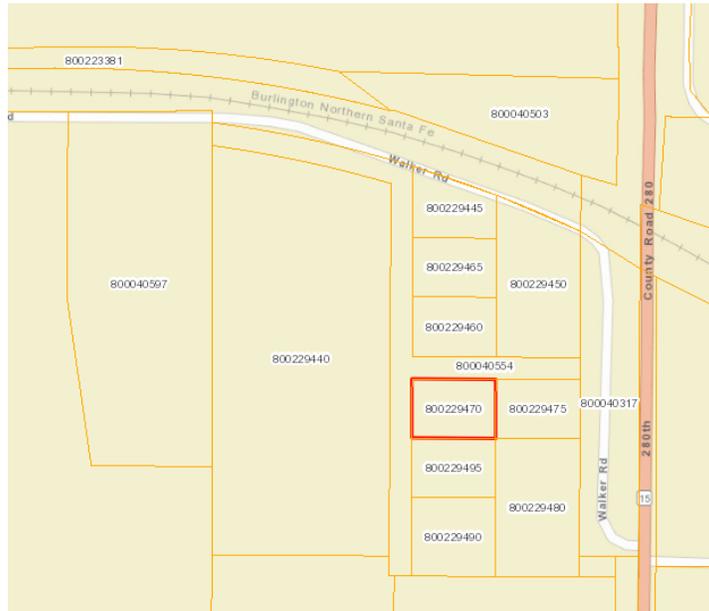




Exhibit H2

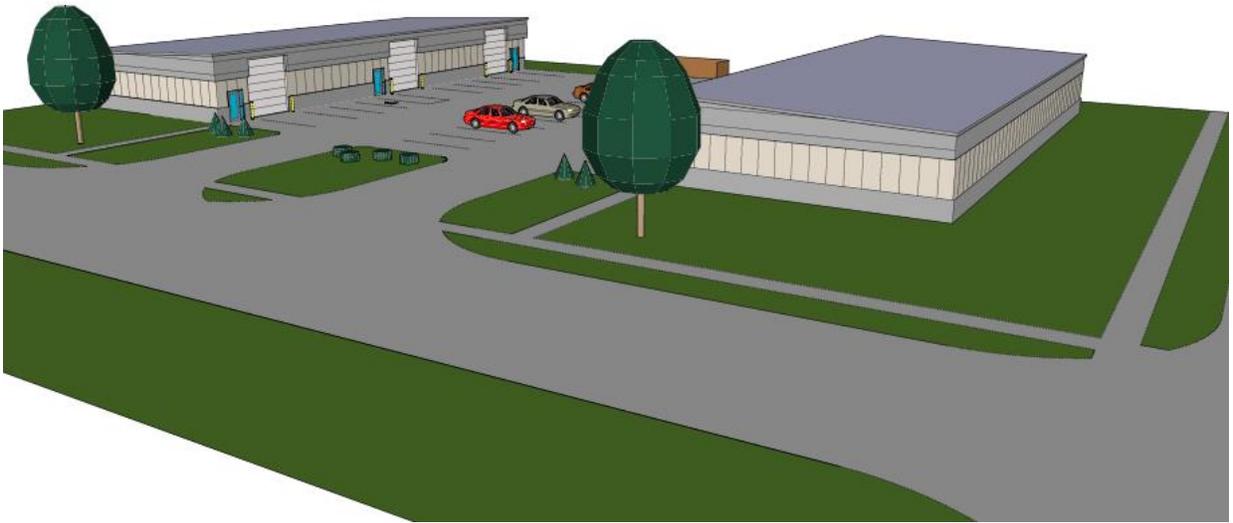
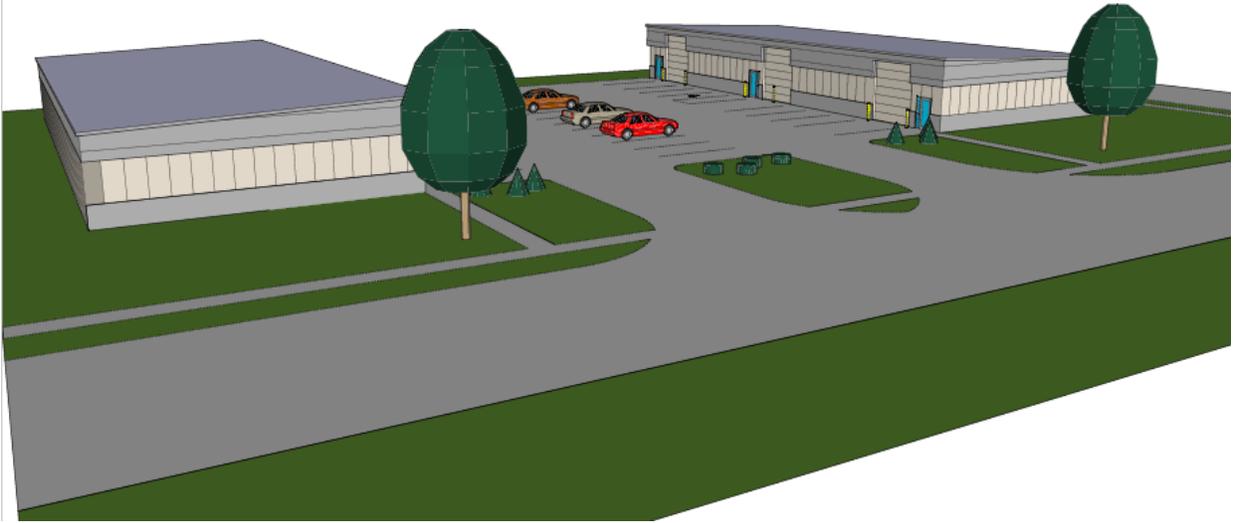


Exhibit "B"

**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

## C. Presentation and Review of Redevelopment Agreement

**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 7<sup>th</sup> 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
Total estimated TIF eligible costs:	\$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: \_\_\_\_\_

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

**CITY OF SEWARD, NEBRASKA**  
**RESOLUTION NO. \_\_\_\_\_**

(Amendment to Redevelopment Plan–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 16<sup>th</sup> day of February, 2021.

CITY OF SEWARD, NEBRASKA

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

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

**CITY OF SEWARD, NEBRASKA**

**RESOLUTION # \_\_\_\_\_**

(Redevelopment Agreement – 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 February 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 16<sup>th</sup> day of February, 2021.

CITY OF SEWARD, NEBRASKA

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

**ADMINISTRATIVE ITEMS**

1. Tax Increment Finance Application of Arrowhead Estates, LLC, Seward Twin Oaks Development Seventh Addition, Outlots A & B - TIF Atty Willis
  - A. Update and Review of TIF Application



**6. Estimated Project Costs:**

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

**7. Please attach the following documentation:**

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

**8. Estimated Tax Increment:**

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

**9. Proposed Source of Financing:**

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

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

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

**11. Project construction schedule:**

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

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

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

14. Application Fee Paid: \$28,583

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

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

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

All infrastructure, concrete, dirt work and site acquisition.

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

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

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

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

"Applicant"

By: 

Name: Thomas Kayton

Title: Manager

## Arrowhead Estates Construction Costs

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

## Arrowhead Estates Pro Forma

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

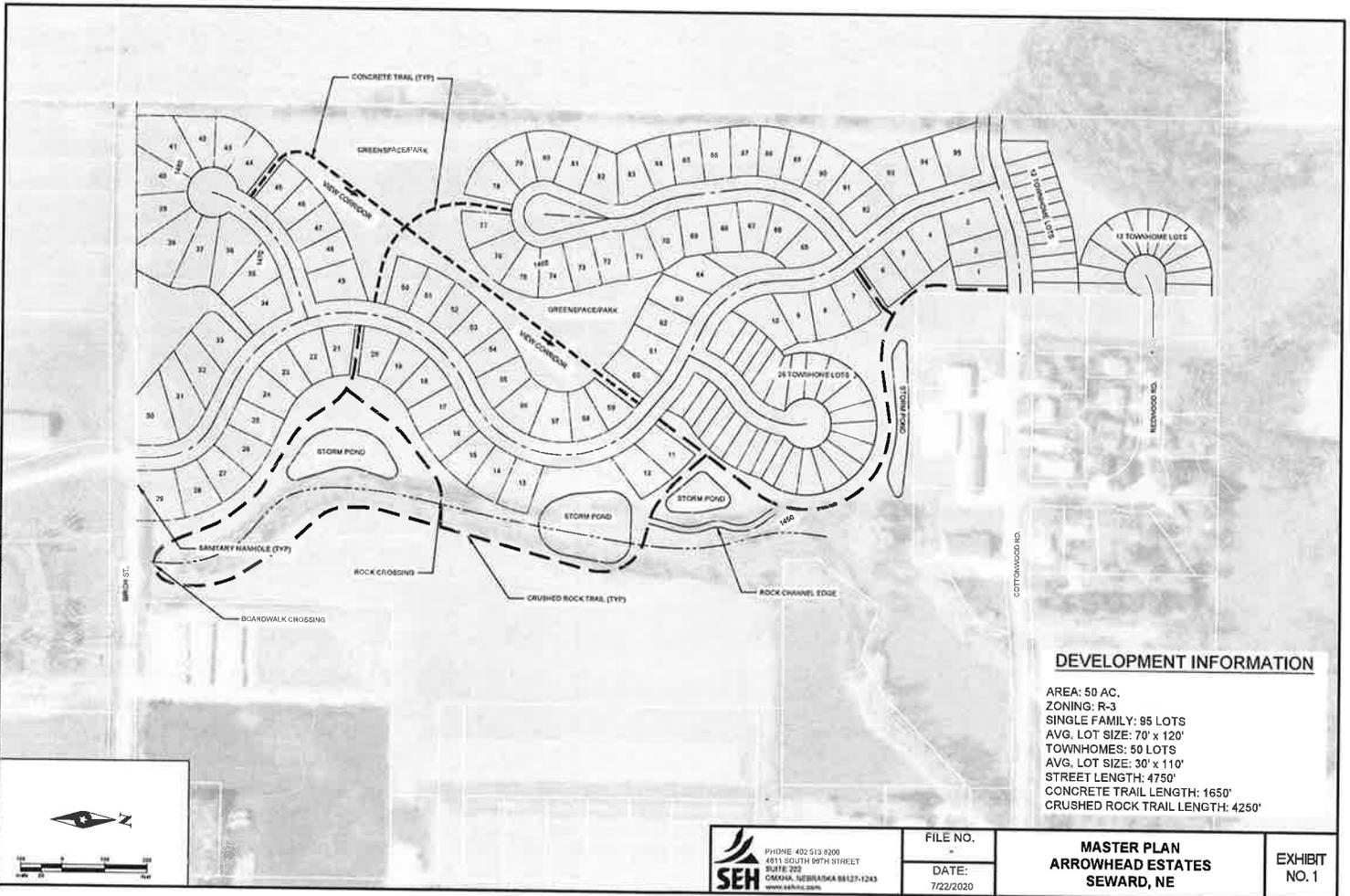
Lot cost \$12,079.79

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

**Expenses**

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

Cost after Owners Equity	\$350,314.01
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**DEVELOPMENT INFORMATION**

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

**SEH**  
 PHONE 402.513.9200  
 4811 SOUTH 99TH STREET  
 SUITE 202  
 OMAHA, NEBRASKA 68127-1243  
 WWW.SEH-NE.COM

FILE NO.  
 -  
 DATE:  
 7/22/2020

**MASTER PLAN  
 ARROWHEAD ESTATES  
 SEWARD, NE**

**EXHIBIT  
 NO. 1**

Arrowhead Estates

**Single Family Homes**

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

**TIF Calculations**

Assumptions:

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

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

Seward - Kayton TIF Projections

000002020-02-03

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

<b>TIF Indebtedness:</b>	<b>\$952,795</b>
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**1. Value Projection**

**a. LIHTC Duplex Rental Units**

Assumptions:

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

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

EGI	\$0
Less Vacancy	\$0
Less Expenses	\$0
<b>NOI</b>	<b>\$0</b>

Projected Value \$0

**b. NAHTF Single Family Rental Units**

Assumptions:

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











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

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

**(ARROWHEAD ESTATES REDEVELOPMENT PROJECT)**

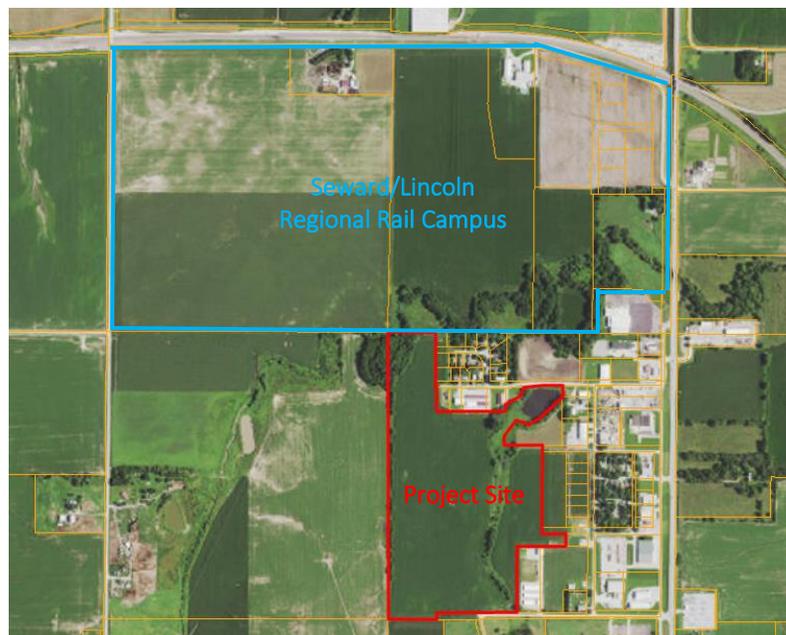
The City of Seward, Nebraska (“City”) has undertaken a plan of redevelopment within the community pursuant to the adoption of the Redevelopment Plan for a certain redevelopment area in the City of Seward, as amended (the “Redevelopment Plan”). The Redevelopment Plan was approved by the City Council of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

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

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

**Project Site**

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



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

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

The South 15 Neighborhood concept is described as follows:

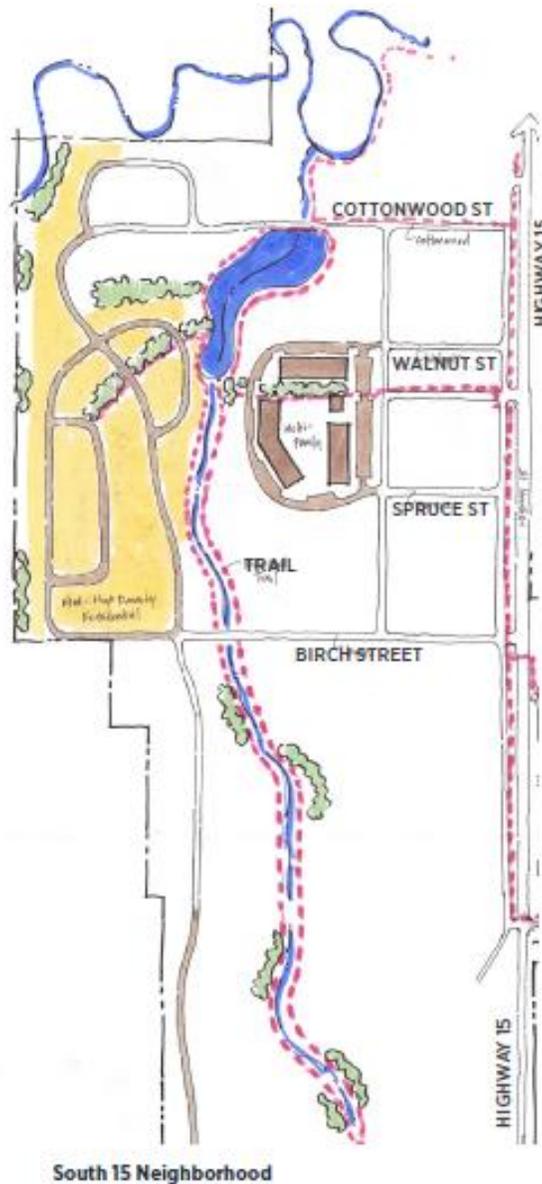
### Conceptual Big Idea: South 15 Neighborhood

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

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

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

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



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

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

### **Project**

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

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

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

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

the Project Site will be approximately \$7,000.<sup>1</sup> Based on previous construction projects, the projected completed value of each lot is estimated to be \$215,000.

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

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

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

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

### **Statutory Elements**

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

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

A. Property Acquisition, Demolition and Disposal

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

B. Population Density

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

C. Land Coverage

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

D. Traffic Flow, Street Layouts, and Street Grades

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

E. Parking

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

F. Zoning, Building Code, and Ordinances

The Project Site is located in an I-1 Limited Industrial District zone. Redeveloper will need to seek a change of zone to a zoning district in which the intended use is a permitted use. In addition, Redeveloper will need to subdivide the Project Site into 29 lots prior to construction of improvements on the Project Site. Approval of this Plan Amendment does not provide the necessary zoning or

subdivision approvals, which are separate matters. Redeveloper will be responsible all zoning, building code, or ordinance changes that are necessary for the Project.

### **Cost-Benefit Analysis**

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

### **Comprehensive Plan**

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

## **STRONG NEIGHBORHOODS: GOALS**

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

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

#### **Actions and Recommendations:**

##### **Identify green space that should be added to growth areas.**

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

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

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

### **GOAL 3: EXPAND HOUSING DIVERSITY BY TYPE AND COST**

#### **Actions and Recommendations:**

##### **Direct and support incentives toward mixed-income housing.**

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

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

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

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

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

## VIBRANT BUSINESSES: GOALS

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

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

#### Actions and Recommendations:

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

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

**Encourage the creation of housing units in proximity to employment centers and other community and cultural features to provide residents**

**with convenient housing opportunities.**

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

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

### **Housing Study**

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

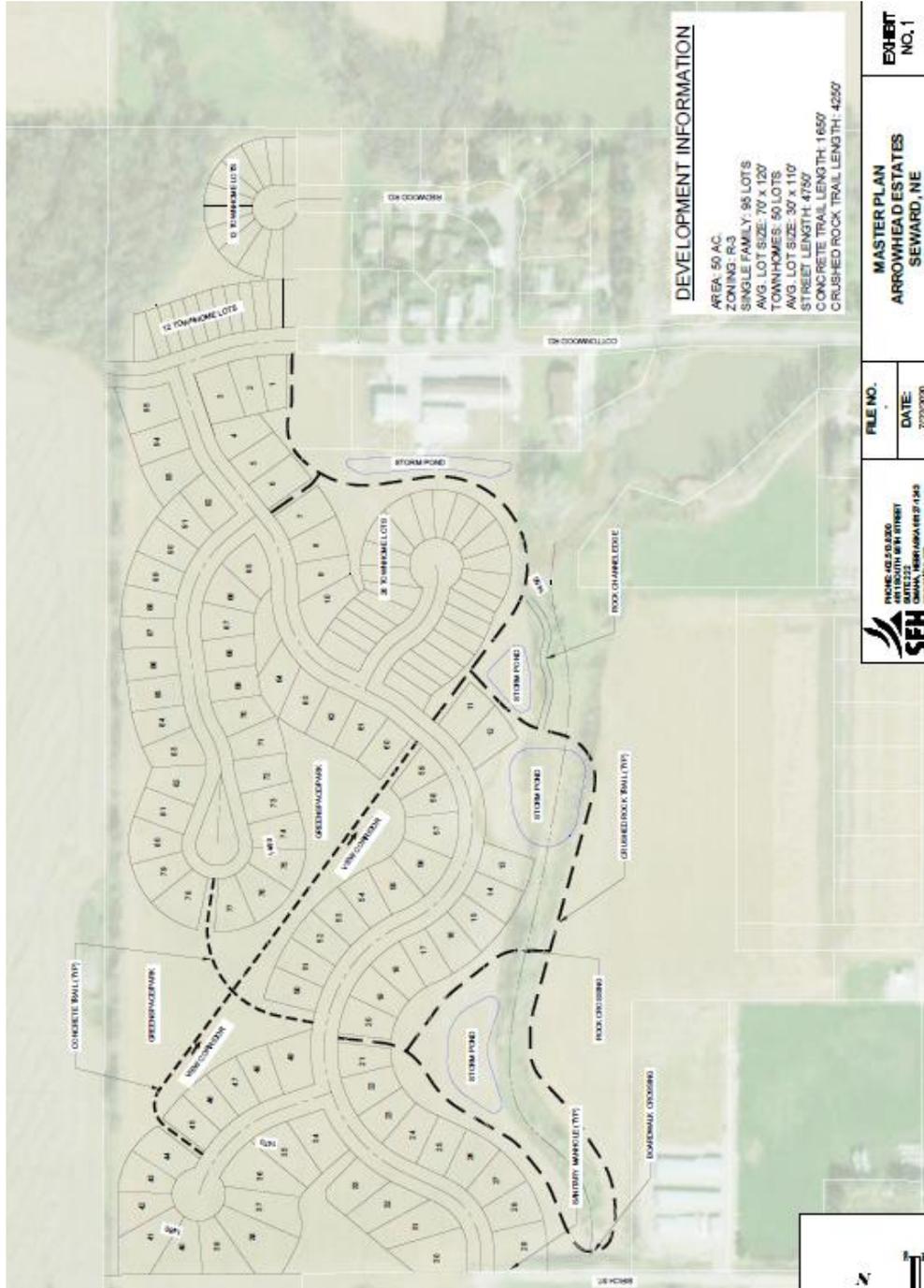
- Population Trends and Projections – From 2000 to 2010, the City of Seward increased in population by 645 people, or 10.2 percent. The population is estimated to have increased by 297 people since the 2010 Census, to a current (2019) estimated population of 7,261. By 2024, the population is projected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

### **Additional Project Information from Redeveloper**

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



## EXHIBIT "B" Preliminary Site Plan



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

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

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

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

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

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

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

*Notes:*

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

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

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

a. Public infrastructure improvements and impacts:

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

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

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

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

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

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

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

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

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

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

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

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

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

- According to the 2018-2019 Annual Report for Seward Public Schools, student enrollment for the school district (Pre-K – 12) was 1,471 for the 2018-2019 school year.
- Student enrollment remains steady with some growth. The current student

enrollment is approximately 1,500 students. The breakdown is as follows:

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

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

#### Levy Breakdown

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

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

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

benefits of the Project including new housing stock to determine if the benefits justify the potential costs to the school district.

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

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

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

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

**7. Summary of Findings:**

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

## C. Presentation and Review of Redevelopment Agreement

**REDEVELOPMENT AGREEMENT  
(ARROWHEAD ESTATES REDEVELOPMENT PROJECT)**

This Redevelopment Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and Arrowhead Estates, LLC, a Nebraska limited liability company (“Redeveloper”).

**RECITALS**

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

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

C. Redeveloper owns 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 29 single family homes and associated improvements on the Project Site, as more particularly described on the attached Exhibit “A”.

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

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 Lot Valuation” means the amount of Two Hundred Fifteen Thousand and No/100 Dollars (\$215,000.00).

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, 2025.

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. “Public Improvements Completion Date” means December 31, 2021.

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

O. “Redeveloper” means Arrowhead Estates, LLC, a Nebraska limited liability company.

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

Q. “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.

R. “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.

S. “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, the Redeveloper certifies to the CRA that Redeveloper does not intend to file an application with the Nebraska Department

of Revenue to receive tax incentives under the Nebraska Advantage Act or the Imagine 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 Nine Hundred Nineteen Thousand and No/100 Dollars (\$953,000.00), as calculated on the attached and incorporated Exhibit “B”. The TIF Indebtedness shall be issued in a TIF Promissory Note in the form attached hereto as Exhibit “E” (“Note”). The TIF Indebtedness shall be purchased by the Redeveloper or a lender of the 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 the Redeveloper does not acquire and fund the TIF Indebtedness itself, the 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 the 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. The 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.**

The 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 the Redeveloper in connection with construction of the Public 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 the 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 the 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 the 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 no later than the Public Improvements Completion Date. Redeveloper will use all reasonable efforts to complete 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, 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.

(c) If required by the CRA, Redeveloper shall file with the CRA a payment and performance bond for all costs to be incurred by the Redeveloper for construction of the Public Improvements on public right of way on the Project Site.

**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.

**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 each lot in the Project Site of not less than the Minimum Lot Valuation. Redeveloper shall create the Minimum Lot Valuation on each lot in the Project Site no later than the Project Completion Date. Accordingly, the Project Site shall have a taxable real property valuation of not less than Six Million Two Hundred Thirty-Five Thousand and No/100 Dollars (\$6,235,000.00) no later than the Project Completion Date. During the period of this Redevelopment Agreement, Redeveloper, its successors and assigns, including each builder and/or purchaser of a single family home located in the Project Site will: (1) not protest a real estate property valuation of any lot in the Project Site to a sum less than the Minimum Lot 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. Each purchaser of a home shall be subject to this provision so as to agree to not protest any assessed value which is at or below the Minimum Lot Valuation.

(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.

(c) Redeveloper acknowledges that the TIF Indebtedness amount is based upon the phasing in of Private Improvements prior to the Project Completion Date as described on Exhibit "C". If the number of Lots in each anticipated phase do not reach the Minimum Lot Value by the date of the respective phase, then the actual Tax Increment collected from the Project will be less than projected and will not be sufficient to cover the debt service on the TIF Indebtedness.

**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; (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; or (iii) any conveyance of a lot in the Project Site to a non-exempt third party following the completion of construction of the Public Improvements, provided that said non-exempt third party purchaser agrees in a written document acceptable to the CRA to assume all obligations of Redeveloper with respect to said lot. Redeveloper shall notify the CRA of any proposed conveyance under subsection (iii) above at least thirty (30) days prior to conveyance.

**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 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 itself shall not be obligated by 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 the 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 Public Improvements on or before the Public Improvements Completion Date, or shall abandon construction work on the Public Improvements 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) the 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 the 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 the 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:

Arrowhead Estates, LLC  
Attn: Thomas Kayton  
1267 280<sup>th</sup>  
Seward, NE 68434  
Thomas@arrowhead-construction.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 \_\_\_\_\_, 2020, 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”**  
Arrowhead Estates, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Thomas Kayton, Manager

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF SEWARD    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2020, by Thomas Kayton, Manager of Arrowhead Estates, LLC, on behalf of the company.

\_\_\_\_\_  
Notary Public

**EXHIBIT “A”  
DESCRIPTION OF PROJECT**

The Project undertaken by Redeveloper on the Project Site, defined as 29 lots platted from a portion of the real estate legally described as:

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

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

The Project includes the following Public Improvements and Private Improvements, which shall be undertaken and completed by the Redeveloper.

- (a) **Private Improvements.** The construction of 29 single family homes and associated improvements on the Project Site.
  
- (b) **Public Improvements.** Site acquisition, site preparation, grading, water and sewer improvements, street, sidewalk and trail improvements, architectural and engineering fees, and other eligible public improvements on the Project Site and in the Redevelopment Area, which public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

**EXHIBIT “B”  
TIF INDEBTEDNESS**

1. Projected Base Value: \$203,000 (29 lots at \$7,000/lot)
2. Projected Minimum Final Value: \$6,235,000 (29 lots at \$215,000/lot)
3. Projected Incremental Valuation: \$6,032,000 (\$208,000/lot)
4. Assumed Tax Levy: 1.733791
5. Anticipated Tax Increment (\$3,468/lot):
  - a. Year 1: \$18,031 (5 total Lots)
  - b. Year 2: \$43,275 (12 total Lots)
  - c. Year 3: \$72,126 (20 total Lots)
  - d. Years 4-15: \$100,560 annually (29 total Lots)
6. Assumed Interest Rate: 4.5%
7. TIF Indebtedness:
  - a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$953,000, 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.

*Notes:*

- 1. 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.*
- 2. The Project is anticipated to be completed over a 4-year period based on Redeveloper’s construction schedule, but the Project will have a single effective date and 15 year TIF period. Therefore, the Anticipated Tax Increment will be less in any year prior to completion of all private improvements.*

**EXHIBIT "C"**  
**PROJECTED TIF SOURCES AND USES**

**1. TIF SOURCES:**

**Assumptions:**

# Lots	29
Base Value/lot	\$7,000
Completed Value/lot	\$215,000
Tax Levy:	1.733791
Interest Rate:	4.5%

**TIF Calculations:**

Total TIF Amount	\$1,388,420
TIF Indebtedness	\$953,000
Less 3% Admin Fee	(\$28,590.00)
Total TIF Available to Redeveloper	\$924,410

- 2. TIF USES:** Site acquisition, site preparation, grading, water and sewer improvements, street, sidewalk and trail improvements, architectural and engineering fees, and other eligible public improvements

Total estimated TIF eligible costs: \$1,033,109

Phase	1	2	3	4
Effective Date	2022			
# Lots	5	7	8	9
TIF Period	15	14	13	12
Base Value	\$35,000	\$49,000	\$56,000	\$63,000
Base Taxes	\$607	\$850	\$971	\$1,092
Completed Value	\$1,075,000	\$1,505,000	\$1,720,000	\$1,935,000
Total Taxes	\$18,638	\$26,094	\$29,821	\$33,549
Tax Increment	\$18,031	\$25,244	\$28,850	\$32,457
Phase Years	1 to 15	2 to 15	3 to 15	4 to 15

	P1	P2	P3	P4	Aggregate
2022	\$18,031	\$0	\$0	\$0	\$18,031
2023	\$18,031	\$25,244	\$0	\$0	\$43,275
2024	\$18,031	\$25,244	\$28,850	\$0	\$72,126
2025	\$18,031	\$25,244	\$28,850	\$32,457	\$104,582
2026	\$18,031	\$25,244	\$28,850	\$32,457	\$104,582
2027	\$18,031	\$25,244	28,850	\$32,457	\$104,582
2028	\$18,031	\$25,244	\$28,850	\$32,457	\$104,582
2029	\$18,031	\$25,244	\$28,850	\$32,457	\$104,582
2030	\$18,031	\$25,244	\$28,850	\$32,457	\$104,582
2031	\$18,031	\$25,244	\$28,850	\$32,457	\$104,582
2032	\$18,031	\$25,244	\$28,850	\$32,457	\$104,582
2033	\$18,031	\$25,244	\$28,850	\$32,457	\$104,582
2034	\$18,031	\$25,244	\$28,850	\$32,457	\$104,582
2035	\$18,031	\$25,244	\$28,850	\$32,457	\$104,582
2036	\$18,031	\$25,244	\$28,850	\$32,457	\$104,582
Total	\$270,471	\$353,416	\$375,054	\$389,479	\$1,388,420

**EXHIBIT “D”**

After recording please return to:

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

**MEMORANDUM OF REDEVELOPMENT AGREEMENT  
(Arrowhead Estates Redevelopment Project)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this \_\_\_ day of November, 2020 by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and Arrowhead Estates, 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:

\_\_\_\_\_ (the “Project Site”).

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

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

**[Signature Page Follows]**

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

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF SEWARD     )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2020, 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”**  
Arrowhead Estates, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Thomas Kayton, Manager

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF SEWARD     )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2020, by Thomas Kayton, Manager of Arrowhead Estates, LLC, on behalf of the company.

\_\_\_\_\_  
Notary Public

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

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

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

REDEVELOPMENT REVENUE NOTE  
(ARROWHEAD ESTATES REDEVELOPMENT PROJECT)  
SERIES 2020A

Maturity Date	Interest Rate	Original Issuance Date
December 15, 2037	4.5%	
Registered Holder	Principal Amount	
Arrowhead Estates, LLC	\$953,000.00	

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

This Note is designated the Community Redevelopment Authority of the City of Seward, Nebraska Redevelopment Revenue Note (Arrowhead Estates Redevelopment Project), Series 2020A, aggregating Nine Hundred Fifty Three Thousand and No/100 Dollars (\$953,000.00) ("Note") in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the "Act") and under and pursuant to the terms of that certain Redevelopment Agreement between the Issuer and Arrowhead Estates, LLC, a Nebraska limited liability company, for the Arrowhead Estates 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**  
**(Arrowhead Estates 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:

\_\_\_\_\_  
\_\_\_\_\_, City of Seward, Seward County, Nebraska

that the Public Improvements required to be constructed by the Redeveloper upon the above described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated November \_\_\_, 2020, as referenced in the Memorandum of Redevelopment Agreement recorded as Instrument No. \_\_\_\_\_ in the office of the Register of Deeds for Seward County, Nebraska.

**“REDEVELOPER”**  
Arrowhead Estates, LLC

By: \_\_\_\_\_  
Thomas Kayton, 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: \_\_\_\_\_

Arrowhead Estates, LLC, a Nebraska limited liability company ("Redeveloper"), hereby certify that they have incurred and paid the Eligible Costs indicated herein, pursuant to the terms of the Redevelopment Agreement between the 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

[INSERT]	\$ _____
	\$ _____
	\$ _____
	\$ _____
<hr/>	
Total:	\$ _____ *

**\*Principal Amount of TIF Indebtedness shall not exceed \$953,000.**

Arrowhead Estates, LLC

By: \_\_\_\_\_  
Thomas Kayton, Manager

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

**Approved the by Chairman of the CRA:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**CITY OF SEWARD, NEBRASKA**  
**RESOLUTION NO. \_\_\_\_\_**

(Amendment to Redevelopment Plan–Arrowhead Estates 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 ARROWHEAD  
ESTATES 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 Arrowhead Estates 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 16th day of February, 2021.

CITY OF SEWARD, NEBRASKA

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

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

**CITY OF SEWARD, NEBRASKA**

**RESOLUTION # \_\_\_\_\_**

(Redevelopment Agreement – Arrowhead Estates 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 Arrowhead Estates Redevelopment Project that will include the use of Tax Increment Financing (the “Project”).

C. On February 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 Arrowhead Estates, 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 16th day of February, 2021.

CITY OF SEWARD, NEBRASKA

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

2. Special Use Permit for 647 Seward St. - Allowing for Downtown Street Level Residential Property - Building/Zoning & Code Enf Director Dworak



**PAID**  
12-9-2020

# SEWARD

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

## APPLICATION FOR A SPECIAL USE PERMIT

CITY OF SEWARD, SEWARD COUNTY, NEBRASKA

### Instructions:

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

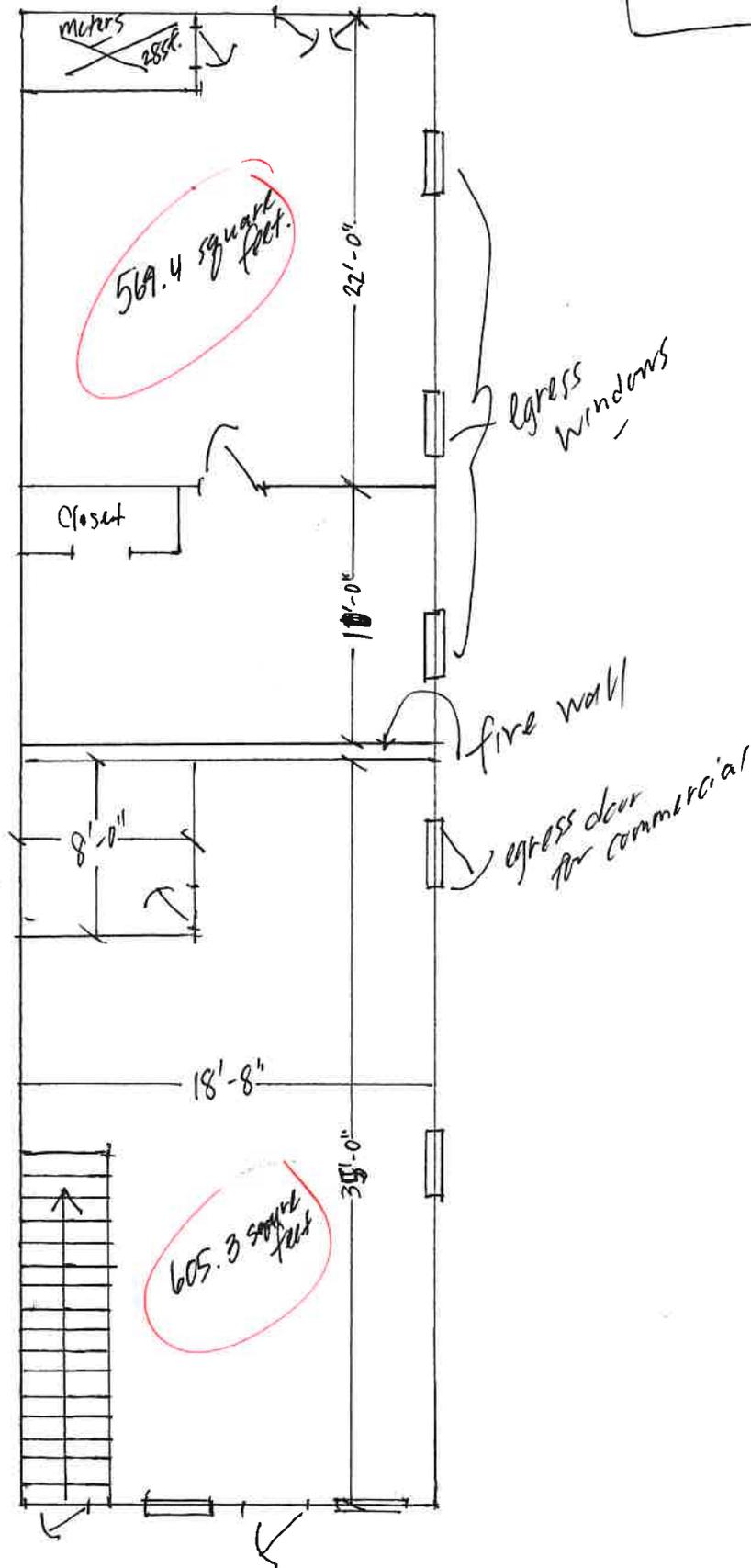
1. Applicant's name: Kach Investments - Alyssa Hendrix
2. Applicant's address: 647 Seward St  
Seward NE 68434 ZIP: 68434
3. Telephone (business): 402-641-3998 <sup>email</sup> <sub>(home)</sub>: kachinvestments@gmail.com
4. Present use of property: Commercial
5. Desired use of property: Commercial & First Floor Living
6. Present zoning: Central Business District
7. Legal description of property: TL 33 & Part of TL 32 Block 10  
Original Town
8. Under what provisions of the zoning regulations are you seeking this permit?  
410-31.3 Residential Uses in downtown and Central Business District
9. For how many years are you seeking this permit (5 years, 10 years, etc.)? \_\_\_\_\_
10. Explain in detail what you propose to do: Downtown street level living in the  
rear of the building.
11. How are adjoining properties used? Indicate both zoning district designations and actual uses.  
North: Commercial-retail-CBD South: Commercial-retail-CBD  
East: Commercial-retail-CBD West: Commercial-retail-CBD car sales - CBD
12. This authorizes the City of Seward Planning and Zoning Director to enter upon the property during normal working hours for the purpose of becoming familiar with the proposed situation. The Director may be accompanied by members the City of Seward Planning Commission or Seward City Council.

Date: 12/9/2020

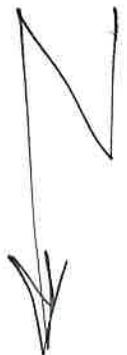
Owner's Signature

*"Nebraska's Official 4th of July City"*

Kach Investments  
647 Seward St.



Store front



**APPLICATION TYPE**

Conditional Use permit

**FINAL ACTION?**

**DEVELOPER/OWNER**

Kach Investments

**PC HEARING DATE**

December 14, 2020

**RELATED APPLICATIONS**

**PROPERTY ADDRESS, ZONING DISTRICT/USE**

647 Seward St - CBD

**ADJACENT ZONING DISTRICTS/USE:**

North, CBD – William Henry School of Arts, LLC

East, CBD – X-TRA Investments, LLC

South, CBD – Seward Lumber and Fuel Co

West, CBD – Herpolsheimer's – Brian & Cynthia Fehlhafer

**BRIEF SUMMARY OF REQUEST**

A Conditional Use Permit application for a mixed use of Commercial Services and Residential on the street level floor at 647 Seward St in the Central Business District (CBD).



## **APPLICATION CONTACT**

Kach Investments- Carey & Alyssa Hendrix

647 Seward St – 402-641-3798

## **ANALYSIS**

Kach Investments wishes to convert the rear area of the first floor at 647 Seward St to residential living for the purposes of renting it out.

Attached is the floor plan showing the residential portion (rear) from the commercial portion (front). Also attached is the newly adopted first floor living Ordinance No. 2020-1 that outlines the qualifying guidelines to meet first floor or street floor level residential living in the Central Business District.

There are currently building permits for this location for second level residential. The building continues to be renovated to fit the needs of the community and the CBD.

## **APPROXIMATE LAND AREA:**

2388.99 Square Feet, 0.055 acres

## **LEGAL DESCRIPTION:**

TL33 & PART OF TL 32 BLOCK 10 ORIGINAL TOWN

Prepared by

Tim Dworak

City of Seward Building – Zoning – Code Enforcement Director

CONDITIONS OF APPROVAL – SPECIAL USE PERMIT # CU2020-03.

As provided by the City of Seward Unified Land Development Ordinance, Article 44 Administrative Procedures and Penalties, section 410-44.3 Conditional Use Permits, this approval permits Downtown street level residential in the CBD District.

## **SITE SPECIFIC CONDITIONS:**

1. Not to exceed 50% of the total floor space for first floor residential
  
2. Access to the residential unit shall not be through the commercial access, in addition, the residential dwelling cannot be visible from the street storefront.
  
3. Must meet Fire separation requirements

## **STANDARD CONDITIONS:**

3. Ordinance 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 (Citizen Request) - City Administrator Butcher

ORDINANCE NO. 2021-

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.

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

Section 1. That Chapter 51 Article 2, Sections 52.1.1 thru 52.1.11, of the Municipal Code of the City of Seward are hereby repealed.

SECTION 2. REPEAL. All 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  
Assistant Administrator/  
Clerk-Treasurer/  
Budget & Human Resource Director

**ORDINANCE NO. 2020-33**

**AN ORDINANCE TO ADD ARTICLE II, SECTIONS 52.1.1 THROUGH 52.1.11, ENTITLED "REDUCTION IN SPREAD OF THE NOVEL CORONAVIRUS (COVID-19)", TO CHAPTER 51 OF THE SEWARD MUNICIPAL CODE; TO PROVIDE LEGISLATIVE FINDINGS AND INTENT; TO REQUIRE INDIVIDUALS TO WEAR FACIAL COVERINGS AND EXCEPTIONS THEREOF; TO PROVIDE FOR THE ENFORCEMENT OF VIOLATIONS AND PENALTIES; TO ESTABLISH A SUNSET PROVISION; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND, TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.**

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

Section 1. The City Council has authority under Section 72-1.12 of the Seward Municipal Code to adopt ordinance(s) as may be necessary or expedient to promote the public health and safety and the general interests and welfare of its citizens.

Section 2. The City Council has determined it is in the best interest for the City to adopt the following additions to the Seward Municipal Code and finds it necessary in order to effectively prevent, limit, or slow the spread of the Novel Coronavirus (COVID-19) among the citizens of the City of Seward.

Section 3. That Chapter 51, Article II, Section 52.1.1 through Section 52.1.11 of the Seward Municipal Code are hereby created as follows:

**Article II. Reduction in the Spread of the Novel Coronavirus (COVID-19)**

**§ 52-1.1. Legislative Findings and Intent**

(1) The City Council hereby finds and declares that:

- (a) the Novel Coronavirus (COVID-19) has impacted and continues to dramatically impact the citizens of the City of Seward, Nebraska; and
- (b) exposure to COVID-19 presents a potential risk of death or serious long-term disability; the exposure is widespread and poses potential risk of harm, including death, to people in the general population of the City of Seward; there is a particular subset of the population that is more vulnerable to the threat and is thus at an increased risk; and the threat is from a novel infectious disease; and
- (c) the increase of the spread of COVID-19 cases in the City of Seward creates an unacceptable risk to the health, safety, and welfare of the citizens of the City of Seward; and
- (d) the wearing of face coverings by every individual while indoors in public places

in the City of Seward will likely reduce community transmissions of COVID-19, potentially resulting in fewer deaths, serious health complications, and aims to ease the strain on hospitals and other medical offices and facilities; and

- (e) the wearing of face coverings by every individual while indoors in public places in the City of Seward will aim to help keep businesses open and operating, encouraging economic growth and preventing prolonged economic harm; and
- (f) it is just and proper for the City Council to exercise its authority under the Seward Municipal Code and Nebraska statutes in furtherance of protecting the public health, safety, and welfare.

### **§ 52-1.2. Definitions.**

For purposes of this Article, the following terms are defined as follows:

- (1) **Face Covering.** – A face covering is defined as a covering which, when worn properly, must cover the nose and mouth completely and can include a paper or disposable face mask, a cloth face mask, a scarf, a bandanna, a neck gaiter, or a religious face covering. Masks that incorporate a valve designed to facilitate easy exhaling, mesh masks, or masks with openings, holes, visible gaps in the design or material, or vents are not sufficient face coverings because they allow exhaled droplets to be released into the air.
- (2) **Premises That Are Open to the General Public.** – Premises that are open to the general public are broadly defined to include entities that employ or engage workers, including private-sector entities, public-sector entities, non-profit entities, regular commercial or business establishments, private clubs, religious centers or buildings, public transportation (including buses, taxis, ride-sharing vehicles, or vehicles used for business purposes), and any place which is generally open to the public, including educational institutions and daycare facilities.

### **§ 52-1.3. Individual Face Coverings Required.**

All individuals age five (5) and older shall wear a face covering over their mouth and nose while indoors in a premises that is open to the general public except face coverings will not be required if the individual:

- (1) is seeking federal, state, county, or city governmental services;
- (2) is seated at a bar or restaurant to eat or drink, or while immediately consuming food or beverages;
- (3) is engaged in an occupation preventing the wearing of face covering;
- (4) is obtaining a service or purchasing goods or services that require the temporary removal of the face covering;
- (5) is asked to remove the face covering to verify an identity for lawful purposes;

- (6) cannot otherwise wear a face covering because of a medical condition, a mental health condition, or a disability that makes it unreasonable for the individual to wear a face covering.

Nothing in this section shall prohibit the owner or person in charge of a premises that is open to the general public from requiring an individual to wear a face covering during any of the circumstances enumerated above or from implementing a more restrictive face covering policy.

#### **§ 52-1.4. Premises That Are Open to the Public; Duty to Require Facial Coverings.**

Any individual or entity that maintains premises that are open to the general public shall require all individuals age five (5) and older to wear a face covering over their mouth and nose while indoors in said premises, face coverings will not be required if the individual:

- (1) is seeking federal, state, county, or city governmental services;
- (2) is seated at a bar or restaurant to eat or drink, or while immediately consuming food or beverages;
- (3) is engaged in an occupation preventing the wearing of face covering;
- (4) is obtaining a service or purchasing goods or services that require the temporary removal of the face covering;
- (5) is asked to remove the face covering to verify an identity for lawful purposes;
- (6) cannot otherwise wear a face covering because of a medical condition, a mental health condition, or a disability that makes it unreasonable for the individual to wear a face covering.

Nothing in this section shall prohibit the owner or person in charge of a premises that is open to the general public from requiring an individual to wear a face covering during any of the circumstances enumerated above or from implementing a more restrictive face covering policy.

#### **§ 52-1.5. Notice of Face Covering Requirements.**

Any individual or entity which maintains premises that are open to the general public, must post one or more signs that are visible to all persons—including workers, customers, and visitors—instructing them to wear face coverings as required by this Article.

#### **§ 52-1.6. Exceptions.**

The provisions of this Article shall not apply to:

- (1) Courts of law; public utilities or federal, state, county, or city operations; medical providers, facilities, including chiropractic care or pharmacies; congregate living centers

or facilities; group homes and residential drug and/or mental health treatment facilities; shelters; airport travel; election offices; polling places on an election day; or to residential dwelling units.

- (2) Children under the age of five (5).
- (3) Federal and state activities. Nothing in this Article shall be construed to limit, prohibit, or restrict in any way the operations of the federal or state government or the movement of federal or state officials in the city while acting in their official capacity, including federal and state judicial, legislative, and executive staff and personnel.
- (4) Individuals at their workplace when wearing a face covering would create a job hazard for the individual or others, as determined by federal, state, or local regulators or workplace safety and health standards and guidelines.
- (5) Individuals who are alone in an office, room, a vehicle, the cab of heavy equipment or machinery, an enclosed work area, or in a cubicle with walls that are higher than face level when minimum social distancing of six (6) feet or more is maintained.
- (6) Individuals who are officiating at a religious service.
- (7) Individuals communicating with other individuals who are deaf or hard of hearing or who have a disability, medical condition, or mental health condition that makes communication with that individual while wearing a face covering difficult, provided that minimum social distancing of six (6) feet or more is maintained to the extent possible between persons who are not members of the same household.
- (8) Individuals who are engaged in activities such as swimming or showering, where the face covering will get wet.
- (9) Individuals who are exercising in an indoor business or indoor space such as a gym or fitness center, while the level of exertion makes it difficult to wear a face covering, provided that minimum social distancing of six (6) feet or more is maintained at all times.
- (10) Public safety workers actively engaged in a public safety role, including but not limited to law enforcement personnel, fire fighters, or emergency medical personnel, in situations where wearing a face covering would seriously interfere in the performance of the individual's public safety responsibilities.
- (11) Participants in an athletic competition or practice, but only while they are playing the game, if the school or sponsoring organization does not require facial coverings. Spectators, coaches, and non-participants are required to wear facial coverings.
- (12) Employees and students of public or parochial schools and universities while such employees or students are on public or parochial school and university premises.

**§ 52-1.7. Public Nuisance Declared.**

Any individual or entity which maintains premises that are open to the general public who fails to comply with the requirements of Section 52-1.4, above, is hereby declared to be a nuisance and a danger to the public health, safety, and welfare.

**§ 52-1.8. Application.**

The provisions of this Article shall only apply to all persons and property within the corporate limits of the City of Seward.

**§ 52-1.9. Penalty.**

Except as otherwise provided herein, any person who violates the prohibitions or provisions of this Article shall be deemed guilty of a violation. The penalty for such violation shall be \$50 for any one offense, recoverable with costs, and in default of said payment the offender shall stand committed to the County Jail until such fine and costs are paid. Each period of 24 hours during or on which a violation occurs or continues shall be deemed a separate offense.

**§ 52-1.10. Civil Abatement.**

In addition to any other penalty sought or obtained under this Article or other applicable law, the City Attorney may institute injunctive or other appropriate civil proceedings necessary to obtain compliance with this Article or to abate any nuisance resulting from violations of this Article.

**§ 52-1.11. Sunset Provision.**

The requirements imposed by this Article shall expire and terminate at 11:59p.m. on January 6, 2021, unless otherwise extended by the City Council.

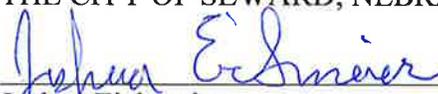
Section 4. Pamphlet Form; Publication, When Operative. This ordinance shall be published in pamphlet form and shall be in full force and effective on December 5, 2020, at 10:00am Central Time, after its passage, approval, and publication or posting as required by law and city ordinance.

Passed and approved this 3rd day of December, 2020.

ATTEST:

  
\_\_\_\_\_  
Greg Butcher, City Administrator

THE CITY OF SEWARD, NEBRASKA

  
\_\_\_\_\_  
Joshua Eickmeier, Mayor



ORDINANCE NO. 2021-2

AN ORDINANCE TO AMEND ARTICLE II, SECTION 52.1.11, ENTITLED "REDUCTION IN THE SPREAD OF THE NOVEL CORONAVIRUS (COVID-19)", CHAPTER 51 OF THE SEWARD MUNICIPAL CODE; TO ESTABLISH A SUNSET PROVISION; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND, TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. The City Council has authority under Section 72-1.12 of the Seward Municipal Code to adopt ordinance(s) as may be necessary or expedient to promote the public health and safety and the general interests and welfare of its citizens.

Section 2. The City Council has determined it is in the best interest for the City to amend the following sections to the Seward Municipal Code and finds it necessary to effectively prevent, limit, or slow the spread of the Novel Coronavirus (COVID-19) among the citizens of the City of Seward.

Section 3. That Chapter 51, Article II, Section 52.1.11 of the Seward Municipal Code is hereby amended as follows:

**Article II. Reduction in the Spread of the Novel Coronavirus (COVID-19)**

**§ 52-1.11. Sunset Provision.**

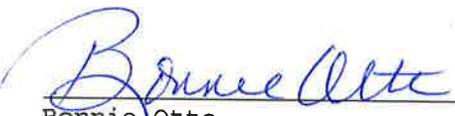
The requirements imposed by this Article shall expire and terminate at 11:59 p.m. on March 3, 2021, unless otherwise extended by the City Council.

Section 4. Pamphlet Form; Publication, When Operative. This ordinance shall be published in pamphlet form and shall be in full force and effective from after its passage, approval, and publication or posting as required by law and city ordinance.

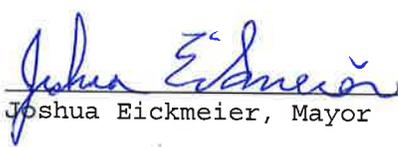
Passed and approved this 5<sup>th</sup> day of January, 2021.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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



  
Joshua Eickmeier, Mayor

(SEAL)

## **REPORTS**

1. City Administrator's Report - City Administrator Butcher

## **CITY ADMINISTRATORS REPORT – 2/16/2021**

- 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 project, mostly idle till spring.
- 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.
- Prepared LB 840 closing documents for application by Squire Ward's Public House.
- Working on finalizing grants for Petsource/Rail Campus – EOP, SBDF, EDR.
- Worked on trail grant project letter for NDOT final supplemental.
- Reviewing legislative bills introduced in the Nebraska Legislature for City interests.
- Attended CRA and School District meetings regarding TIF projects.
- Conducted interviews for Billing Clerk position.
- Prepared and reviewed bond documents for wastewater refinance opportunity.

\*\*\*City conducted research on hauler license fees for waste haulers in other communities. Of those whom responded we found that they either charge a per truck fee, \$25 in most municipalities, or a flat annual rate per hauler of between \$200 and \$1,000.

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

### **Police Department**

- Coordinating initial Moderna vaccines for officers through Four Corners Health Dept. and Seward Memorial Hospital
- Department restructure & filling vacancies
- Officer on National Guard deployment for a year

### **Clerk's Office**

- February 10, 2021 – CRA Meeting – TIF App
- February 10, 2021 – DOT Supervisory Training
- Continue Process for Filling Asst Chief of Police/Captain
- Updating Job Descriptions/Titles
- Employee Handbook Changes

### **Water/Wastewater Department**

- Move snow
- Finish up sewer back up reports
- Work on lights at water plant
- Finish up prefilters at water plant

### **Parks and Rec/Cemetery/Golf/Pool**

- Snow removal
- Servicing Equipment for Golf, Cemetery and Public Properties.
- Still taking soccer registration and opened baseball and softball registration.

### **Electric Department**

- Work on metering program.
- Take 2 trucks to York for repair and inspection.
- Locator training.
- Work on SCADA.

### **Street Department**

- Snow Removal
- Sign Repair
- Equipment Repair

#### **Library**

- Story time on Zoom Wednesday mornings and live at 4pm.
- Material ordering
- Procedure pages
- Working with short staff – scheduling issues
- Summer planning

#### **Building Inspection/Planning Department**

- Important topics from the February Planning Commission Meeting: Old Town Square TIF, Iron Hide TIF, Pitsch Major Subdivision (lot line adjustment), Hughes Minor Plat and Rezone and Kach Special Use Permit.
- Muni Remodel Update – Bill Anderson said they are looking to get started in the next couple weeks.

#### **Engineering**

- Article 40 Circulation Design for ULDO updates
- Develop RFQ for WWTP Upgrade
- WWTP Outfall-pre-con meeting, metering manhole access door change.
- NDOT Hwy 15 connected access documentation, storm sewer cost estimate, plat edits (Alpha Land Surveying) and signature, Design standards for Seward Rail Campus.

#### **Finance Dept.**

- January Financials – City
- Payroll
- Audit Requests

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

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

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

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Derek Bargmann, City Clerk

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Date