



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

Monday, September 11, 2023

7:30 PM

**Council Chambers at the Municipal
Building**

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:30 PM on Monday, September 11, 2023, in the Council Chambers, 142 N 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 the meeting location beginning 30 minutes prior to the scheduled meeting time.

CALL TO ORDER

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

This is an Open Meeting of the Seward Planning Commission. The Seward Planning Commission 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 Commission. Presenters shall approach the podium, state their name & address for the record and are asked to limit remarks to five minutes. All remarks shall be directed to the Chair who shall determine by whom any appropriate response shall be made. The Seward Planning commission 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

CONSENT AGENDA

MINUTES

1. Consideration of Approval of Draft Minutes of August 14, 2023.

City of Seward Planning Commission

Minute Record August 14, 2023

The City of Seward Planning Commission met in regular session at 7:30p.m. August 14, 2023, in the Council Chambers at the Municipal Building at 142 North 7th Street, Seward, Nebraska. Upon roll call the following Commission Members were present: Clarence Kotera, Russ Soucek, Dan Ellis, Ron Wallman, Ron Niemoth, Scott Seevers, and Traci Menke. Other Officials present: City Administrator, Greg Butcher, Building and Zoning Director, Tim Dworak, City Engineer, Mike Oneby, Wellness Center Executive Director, Joel Brase, and Administrative Assistant, Sara Van Cura.

Absent members were: Sue Bowen, Lacey Koch.

All proceedings hereafter shown were taken while the convened meeting was open to the public. The meeting with the Planning Commission was called to order by Chairperson Wallman at 7:30 p.m. He requested that all individuals speaking during the public hearing limit their comments to five minutes.

Minutes

Consideration of Approval of Draft Minutes of July 10, 2023.

Moved by Commission Member Seevers; Seconded by Commission Member Menke to approve the minutes.

Aye: Kotera, Soucek, Ellis, Wallman, Niemoth, Seevers, Menke

Nay: None.

Absent: Bowen, Koch. Motion carried.

1. Public Hearing 7:30pm: review the dedication of the right-of-way, north of Waverly Road from 266th Rd to 280th Rd.

Chairperson Wallman opened the public hearing.

Dworak stated the City of Seward purchased a piece of land north of Waverly Road for the proposed bike trail. Since then, there have been a number of utilities installed in that strip of land. The trail has moved to the south side of Waverly Road. With the annexation of Wake & Co., we now have a piece of land between it. After discussion with staff, it was decided to make it a right-of-way.

Chairperson Wallman suspended the public hearing.

Moved by Commission Member Kotera to approve the dedication of the right, north of Waverly Road from 266th Rd to 280th Rd; Seconded by Commission Member Niemoth.

Chairperson Wallman stated to let the record show it is an appropriate action to dedicate the City's property to right-of-way.

Aye: Kotera, Soucek, Ellis, Wallman, Niemoth, Seevers, Menke
Nay: None.
Absent: Bowen, Koch. Motion carried.

2. Public Hearing 7:30pm: review a Preliminary and Final Plat of Wake & Co. Addition.

Chairperson Wallman opened the public hearing.

Dworak stated the revised preliminary plat and drainage plan are printed out. It is 10.98 acres for the construction of the Wellness Center, parking and drainage. It is outside city limits. There is an application for voluntary annexation to be heard later as well as a rezone request. Utilities and a boulevard are to be established in this plat. It begins as a boulevard and then narrows to a standard street. Water and sanitary are shown. We will have a subdivision agreement coming forward.

Chairperson Wallman suspends the public hearing.

Moved by Commission Member Soucek to approve the Preliminary and Final Plat of Wake & Co. Addition; seconded by Vice Chairperson Ellis.

Commission Member Soucek asked about the 1498.

Chairperson Wallman stated that is for a retention cell.

Dworak stated that's the proposed retention cell to handle the drainage from the boulevard, parking lot, and wellness center. There is a proposed second one when and if the wellness center is expanded.

Chairperson Wallman asked if it is only for the wellness center.

Dworak stated yes.

Vice Chairperson Ellis asked where the detention cell drains.

Mike Oneby said it drains to the northeast and will flow to the low spot.

Chairperson Wallman asked everything in the future plan on the footprint of this plan or will the Wake's commit more ground for the future.

Butcher stated the current plan only anticipated what we are planning for. The gymnasium, field house, and outdoor pool will be expansion and will not leave this site.

Kotera asked if there would be greenspace for soccer fields.

City Administrator, Greg Butcher, stated potentially to the east, but as you go east the topography drops quickly. We do have facilities for field usage.

Commission Seevers asked if the future fields were not turf but some sort of artificial surface would change drainage plans.

Oneby stated that are different coefficients for each type of surface.

Aye: Kotera, Soucek, Ellis, Wallman, Niemoth, Seevers, Menke

Nay: None.

Absent: Bowen, Koch. Motion carried.

3. Public Hearing 7:30pm to review a rezone application for Wake & Co. Addition from Ag-Agricultural District to C-1 Community Commercial/Mixed Use District.

Chairperson Wallman opened the public hearing.

Dworak stated the property is currently Ag, and any time we annex into the City, we must give it a zoning designation. We looked at a number of regulators, and everything led us to C-1 zoning which is a commercial zoning. C-1 allows for a R-4 residential district, which fits in with the comp plan of being high density residential.

Chairperson Wallman suspends the public hearing.

Moved by Vice Chairperson Ellis to approve the rezone application for Wake & Co. Addition from Ag-Agricultural District to C-1 Community Commercial/Mixed Use District; seconded by Commission Member Seevers.

Chairperson Wallman asked what type of commercial activities are applicable in C-1.

Dworak stated there are dog daycares, minor auto services, and trade school. The majority would require a conditional use permits Mostly offices uses and civic uses like financial offices, medical offices, and food sales.

Commission Member Soucek asked if a Casey's or Fast Mart could go there.

Butcher stated one of the reasons for selecting C-1, is it allows for transitional zoning.

Chairperson Wallman state he concurs that this is the appropriate zoning.

Max Wake, 136 N. Columbia, stated he has done some planning around the surrounding area, to determine some general concepts for compatible developments around the wellness center, drainage, sewerability, and the comprehensive plan.

Chairperson Wallman stated to let the statement of facts show the planning commission approves this for current and future uses.

Aye: Kotera, Soucek, Ellis, Wallman, Niemoth, Seevers, Menke

Nay: None.

Absent: Bowen, Koch. Motion carried.

4. Public Hearing 7:30pm: review a voluntary request for annexation of the dedicated right-of-way, north of Waverly Road from 266th Road to 280th Road, and Wake & Co. Addition.

Chairperson Wallman opened the public hearing.

Dworak stated this is for two different properties. He stated the City property has never been annexed and it would be a good time to do that with Wake & Co. Addition.

Chairperson Wallman closed the public hearing.

Commission Member Kotera moved to approve the voluntary request for annexation of the dedicated right-of-way, north of Waverly Road from 266th Road to 280th Road, and Wake & Co. Addition; seconded by Commission Member Seevers.

Aye: Kotera, Soucek, Ellis, Wallman, Niemoth, Seevers, Menke

Nay: None.

Absent: Bowen, Koch. Motion carried.

5. Administrative Item
6. Reports
7. Agenda Items
8. Upcoming Events

Meeting adjourned 8:22p.m.

Sara Van Cura
Administrative Assistant

PUBLIC HEARINGS

1. Public Hearing 7:30pm: TIF application by Seward County Chamber & Development Partnership for 1313 285th Rd - Parcel ID 800105028

City of Seward Planning Commission
142 N 7th St. Seward, NE 68434

Staff Report
Tim Dworak, Building/Zoning &
Code Enforcement Director
402-643-4000

APPLICATION TYPE

FINAL ACTION?

DEVELOPER/OWNER

Tax - Increment Financing Application

SCCDP

PC HEARING DATE

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT

Monday September 11, 2023

1313 285th – I-1 Limited Industrial District

ADJACENT ZONING DISTRICTS/USE:

North, I-1, Industrial – Red Restoration

South, I-1, Industrial – Laminated Woods Systems

East, I-1, Industrial – Geis Steel Tech Inc

West, I-1, Industrial – GN Enterprises Inc

BRIEF SUMMARY OF REQUEST

SCCDP wishes to remodel an existing building for the use of a Daycare.



APPLICATION CONTACT

Jonathan Jank, P#402-643-4189, A# 402-570-8020

616 Bradford St, Seward, NE 68434

ANALYSIS

The TIF application has been reviewed. Andrew Willis will be on hand to review the redevelopment plan and agreement.

APPROXIMATE LAND AREA:

1.5 acres or 65,340 square feet +/-

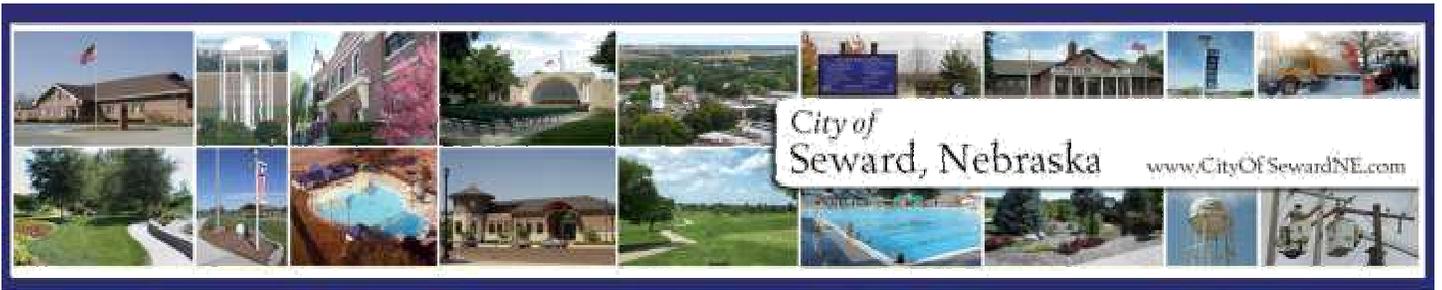
LEGAL DESCRIPTION:

LOT C, ADMINISTRATIVE REPLAT OF SOUTH CREST 4TH ADDITION, CITY OF SEWARD, SEWARD COUNTY, NEBRASKA.

Prepared by

Tim Dworak

City of Seward Building-Zoning-Code Enforcement Director



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

CITY OF SEWARD

TAX INCREMENT FINANCING PROGRAM OVERVIEW

Tax Increment Financing, or TIF, is a tool to assist in financing redevelopment projects in designated blighted and substandard areas of the city. The City of Seward issues bonds or a promissory note to finance any approved public improvements associated with a redevelopment project. The property taxes generated from the increased valuation of the development are then captured for a period of up to 15 years to repay the public investment.

The purpose of TIF is to help communities undertake redevelopment activities for urban renewal and municipal growth. TIF allows a city to pay for the public improvements that are part of a private redevelopment project. TIF is not a grant and it is not a primary funding source for a redevelopment project, but does provide an incentive for private development that will increase the tax base of the Seward community and create additional jobs.

✓ REDEVELOPMENT AREA

All TIF projects must occur within a redevelopment area that has been declared blighted and substandard by the City of Seward. The City of Seward has established a redevelopment area based upon a blight study that was completed in July of 2010. Please contact the Seward City Administrator or Seward County Economic Development Executive Director with your proposed property location to determine redevelopment verification & eligibility.

✓ PROJECT ELIGIBILITY

To be eligible for TIF, a proposed redevelopment project must be located in a designated redevelopment area in the City of Seward. TIF can be used to pay for eligible public improvements, which may include:

- Site Acquisition & Demolition
- Site Preparation – Landscaping
- HVAC Efficiency Systems
- Facade Improvement Upgrades
- Installation or Construction of Public
- Improvements Consisting of:
 - Streets & Utilities Extensions
 - Public Spaces- Green Space- Art Work
 - Public Facilities
 - Uses Listed In Q&A Section of Package
 - Or For Other Uses In Accordance With An Approved Redevelopment Plan

Additionally, in order to use TIF, the City must perform a cost-benefit analysis of the project and determine that the costs and benefits of the project are in the long-term best interest of the City and the project would not be economically feasible without the use of TIF.

✓ COMMUNITY REDEVELOPMENT AUTHORITY OR COMMUNITY DEVELOPMENT AGENCY

The Community Redevelopment Authority of the City of Seward ("CRA") is responsible for carrying out the redevelopment activities for the City. The CRA is instrumental in the TIF process. The CRA evaluates each TIF application and recommends redevelopment projects to the City. It also enters into approved redevelopment contracts with the redeveloper to establish the rights and obligations of the parties and the details of the TIF bond.

✓ TIF PROCESS CHECKLIST:

- Meeting with the City of Seward and developer's to review TIF process & determine initial eligibility of proposed TIF project
- Determine if prospective project is within the City's redevelopment area
- Determination of eligible publicly owned improvements
- Developer submits completed TIF application to Seward City Administrator's office with application fee
- Initial project analysis is completed by City of Seward TIF legal counsel
- Initial redevelopment project data for plan completed by City of Seward's TIF counsel
- Community Redevelopment Authority (CRA) reviews applications & selects projects
- CRA Board gives City Council 30-day notice before entering into redevelopment contract
- Redevelopment plan is amended to include the proposed & approved project by TIF counsel
- Certified notices of public hearings sent to Seward county taxing entities
- Public hearing scheduled & published for future City Planning Commission meeting
- Public hearing conducted at the City Planning Commission meeting to amend redevelopment plan & adopt project
- City of Seward's TIF legal counsel prepares final redevelopment plan amendments, required resolutions & ordinances
- Public hearing scheduled & published for future Seward City Council meeting
- Public hearing conducted at the Seward City Council meeting to amend redevelopment plan & adopt project
- Developer and CRA negotiate and sign redevelopment agreement setting forth the rights & obligations for the specific project
- TIF bond/note is rate circulated & issued
- The redevelopment project is completed & the additional tax revenue created by TIF project is collected and used to pay off the TIF bond/note debt obligation & then property returns to normal re-tax distribution process.

✓ **TIF APPLICATION PROCESS**

The applicant shall complete a fully legible City application request for TIF that is attached to this application package. The completed application document will be signed, dated and submitted to the Seward City Administrator or Seward County Economic Development Director for procession and future eligibility analysis.

- Application Fee: a nonrefundable application fee equal to the lesser of: (a) one percent of the requested TIF indebtedness; or (2) One Thousand Dollars and No/100 shall be submitted with the application. Fee applied toward 3% administrative fee collected at closing.

✓ **TIF FINANCING PROJECT EXAMPLE**

This demonstrates how TIF works with a hypothetical project. In this example, the developer owns a lot valued at \$10,000 located in the redevelopment area.

The developer is going to construct a building on the property such that the valuation of the property after the project will be \$250,000.

The annual TIF available for 15 years would be approximately \$4,933:

	Valuation	Taxes
Pre-project:	\$ 10,000	\$ 205
Completed Project:	\$250,000	\$5,138
Difference (Increment):	\$240,000	\$4,933

Assuming that a developer can borrow at a 6% interest rate, the TIF revenue, collected for 15 years could pay off a \$47,910 loan in this example:

Present Value Calculation Case Example

Year	TIF
1	\$ 4,933
2	\$ 4,933
3	\$ 4,933
4	\$ 4,933
5	\$ 4,933
6	\$ 4,933
7	\$ 4,933
8	\$ 4,933
9	\$ 4,933
10	\$ 4,933
11	\$ 4,933
12	\$ 4,933
13	\$ 4,933
14	\$ 4,933
15	<u>\$ 4,933</u>
Total	\$73,995

Present Value of \$73,995
@ 6% = \$47,910

TIF QUESTIONS AND ANSWERS

Q) What is a substandard & blighted area?

A) An area that has been declared substandard and blighted in accordance with the Nebraska State Statutes. It is defined as one where conditions are present that may have a detrimental effect on public health, safety, morals, or welfare of the neighborhood.

Q) What can a substandard area contain?

A) The area may have inadequate infrastructure, conditions which endanger life and property by fire or other causes, dilapidated buildings, inadequate parking, congestion, and economically or socially unacceptable land uses.

Q) How was the redevelopment area created?

A) The redevelopment area was created in a study completed for the City of Seward by an independent Nebraska planning, architecture and urban design firm in July of 2010.

Q) What is the Geography of the Redevelopment Area?

A) The study considers the presence of substandard conditions or blight in the city of Seward pursuant to the requirements of the Nebraska Revised Statutes. A total of 468.8 acres are included in the TIF Redevelopment Area as of July 2010. Included in this application packet is a current redevelopment area map and TIF application projects must be in the shaded/designated areas.

Q) How does TIF work?

A) TIF is the use of new real property tax dollars created as the result of a commercial project to help support the financing of the project. TIF allows the use of the new property taxes generated by the increased value of the property to be paid on the TIF bond retirement. The taxes are redirected for the benefit of the project for a period of 15 years. Property taxes on the original value of the property continue to be paid to local taxing entities.

Q) What types of projects are eligible?

A) In other Nebraska TIF projects, it has been used to provide public improvements for economic development incentives for industrial and manufacturing entities, rental housing projects, upgrades of buildings and public facilities in downtown areas, purchase of land for redevelopment activities, update of business and recreational facilities, and other development enhancing activities. The City of Seward's CRA encourages and evaluates TIF projects based upon their positive impacts on neighborhoods and the community in general.

Q) How do you qualify for TIF?

A) Applicants/developers must fully complete a TIF application request and submit to the City of Seward Administrator's office with the application fee. Refer to the TIF Process Checklist on the previous page for full TIF process descriptions and requirements. The application must receive a recommendation for approval from the CRA.

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

Seward County Chamber & Development Partnership
Business Name

Jonathan Jank
Contact Person for Applicant

616 Bradford St., Seward, NE 68434
Street Address

616 Bradford St., Seward, NE 68434
Mailing Address

(402) 643-4189
Telephone

(402) 570-8020
Alternate Telephone

N/A
Fax

jonathan@cultivatesewardcounty.com
Email

501(c)(6) Nonprofit
Business Structure: (e.g. corporation, limited liability company, etc.; also identify the state of organization):

N/A
Owners

2. Project Description

- a. What type of business does this project involve (i.e. industrial, commercial, residential, etc.)
 - 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.:
 - ii. If the project involves retail business, please give a description of the retail business, how the community would benefit from this retail business, the impact on similar existing retail businesses, etc.:
 - iii. If the project involves industry, please give a description of the type of industry, impact on the environment, impact on the community, similar existing industries in town, etc.:
- b. What is the estimated number of new jobs this project will create?
- c. What is the pay scale and benefits package for these positions?

3. Proposed Project Site:

Please provide the address, legal description, current owner. If the current owner is not the applicant, identify whether the project site is under contract, option, etc.:

4. Physical Description of the Proposed Project:

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

5. Land Use:

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

6. Estimated Project Costs:

- a. Land Acquisition, if applicable: \$0
- b. Site Development (itemize):
 - i. Demolition: \$4,000
 - ii. Grading: \$5,000
 - iii. Site Preparation \$1,500
 - iv. Other (explain): \$0
- c. Building Construction Cost: \$260,579
- d. Other Site Improvements (explain) \$0
- e. Equipment: \$0
- f. Architectural and Engineering Fees: \$10,000
- g. Legal Fees: \$0
- h. Financing Costs: \$0
- i. Broker Costs, if any: \$0
- j. Contingencies: \$30,000
- k. Other (explain): \$0
- Total:** \$311,079

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.):
- b. Latest property valuation before construction (from Property Tax Statement):
- c. Estimated increase in real estate valuation:
- d. Estimated new real estate tax generated annually:

9. Proposed Source of Financing:

- a. Equity
- 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:

11. Project construction schedule:

- a. Construction start date: Fall 2023
- b. Construction completion date: Spring 2024
- 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: \$43,149.66

14. Application Fee Paid: \$1,000.00

(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):

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

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

“Applicant”

By: 

Name: Jonathan Jank

Title: President & CEO

City of Seward

Tax Increment Financing Application

1. Applicant Information

See TIF application for details.

2. Project Description

a. The Seward County Chamber & Development Partnership (SCCDP) owns a 12,000 sq. ft. commercial building at 1313 285th in Seward, Nebraska. The north half (Suite 1) of the building is currently being leased to the Nebraska Department of Health and Human Services (DHHS). Suite 3 is being leased to Goodwill Industries. Suite 2 (2,200 sq. ft.) and Suite 4 (2,000 sq. ft.) are being leased to Little Cubs Daycare, a new child care center that will begin operations at the end of 2023. Little Cubs Daycare's space will be renovated to meet DHHS licensed child care standards.

iii. Seward County is in great need of additional child care capacity. In collaboration with the Nebraska Children and Families Foundation and their Communities for Kids initiative, SCCDP has documented Seward County's child care service gap to be approximately 189 children, surpassing the county's current licensed capacity by 31 percent. These 189 children, ages zero to five, have no available spot for them in our existing licensed facilities in the county. Our providers are either at capacity or do not have the workforce necessary to serve more families. According to the Center for American Progress, Seward County is classified as a "child care desert" (<https://www.americanprogress.org/series/child-care-deserts/>). Without child care, small towns across Nebraska are finding it difficult to attract new people, especially young people, to their communities. Seward County needs these individuals to fill local jobs and support our businesses.

b. At full capacity, Little Cubs Daycare will create 11 full-time jobs (director, assistant director, teachers) and 9 part-time jobs (teachers, kitchen aides, etc.).

c. The pay scale will be competitive to the local child care industry and will include a benefits package for staff. Depending on position and experience, pay will range from \$13-\$25 per hour. Benefits include discounted child care, vision insurance, dental insurance, life insurance, short term disability (can be used for maternity leave), retirement plans + employer match, accrued paid time off, and holiday pay.

3. Proposed Project Site

The property address is 1313 285th St., Seward, NE 68434. The legal description of the property is "LOT C, ADMINISTRATIVE REPLAT OF SOUTH CREST 4TH ADDITION, CITY OF SEWARD, SEWARD COUNTY, NEBRASKA." The current owner of the property is the Seward County Chamber & Development Partnership.

4. Physical Description of the Proposed Project

Attached is a floor plan of the building at 1313 285th. The building is 12,000 sq. ft. and sits on 1.5 acres. Renovations to Suites 2 and 4 will include new LVT flooring, updated bathrooms and toilet fixtures, updated kitchen and cabinets, new windows, lighting, drywall, HVAC system, and updated electrical and alarm system. Attached are the architectural drawings of suites 2 and 4 for Little Cubs Daycare. A large, fenced outdoor play area will be constructed on the south side of the building. Additionally, parking stalls will be added to the north and a new ingress/egress will be added to the north side of the parking lot. Attached is an aerial photo demonstrating the outdoor site improvements.

5. Land Use

- a. The property is not intended to be subdivided.
- b. The property is located in Seward city limits and is zoned I-1, Limited Industrial District.
- c. The Little Cubs Daycare project is a permitted use of the property. Little Cubs Daycare will have to pass inspections from DHHS, fire marshal, and City of Seward prior to opening and operating.
- d. N/A

6. Estimated Project Costs

See TIF application for details.

7. Please Attach the Following Documentation

- a. See attached for construction pro forma documents (Anderson quotes, ARPA grant application).
- b. See attached for annual income and expense pro forma document.
- c. See attached for annual financial statements (SCCDP Form 990) for the last three years.
- d. See attached for the business plan and lease agreement for the proposed project.

8. Estimated Tax Increment

See attached for a TIF estimate for the project.

- a. The total estimated assessed valuation of real property at completion is \$970,329 according to Marilyn Hladky, Seward County Assessor.
- b. The latest property valuation before construction is \$777,483.
- c. The estimated increase in real estate valuation is \$192,846.
- d. The estimated new real estate tax generated annually is \$3,309.25.

9. Proposed Source of Financing

As owner/landlord at 1313 285th, SCCDP will fund the parking lot extension and addition of the new, paved ingress/egress entrance off of 285th using TIF and a loan from Cattle Bank & Trust to cover any additional costs. See attached for a letter from Cattle Bank & Trust expressing willingness to finance the TIF bond and gap financing for the project. Little Cubs Daycare will utilize grants from the Department of Health and Human Services (ARPA Grant and Business and Child Care Partnerships Grant) and equity to fund the interior renovations and outdoor play area.

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

The architect is Walford Drafting & Design, located at 1109 RD 17, York, NE 68467. There is no engineer involved in the project. The general contractor is Anderson Construction, located at 1604 253rd Dr, Seward, NE 68434.

11. Project Construction Schedule

See TIF application for details.

12. Municipal Reference

Little Cubs Daycare has expanded in York, Nebraska within the last five years.

13. Amount of TIF Request

See TIF application for details.

14. Application Fee Paid

See TIF application for details.

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

Tax Increment Financing will be used to help pay for the parking lot expansion and addition of a new ingress and egress to the site.

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

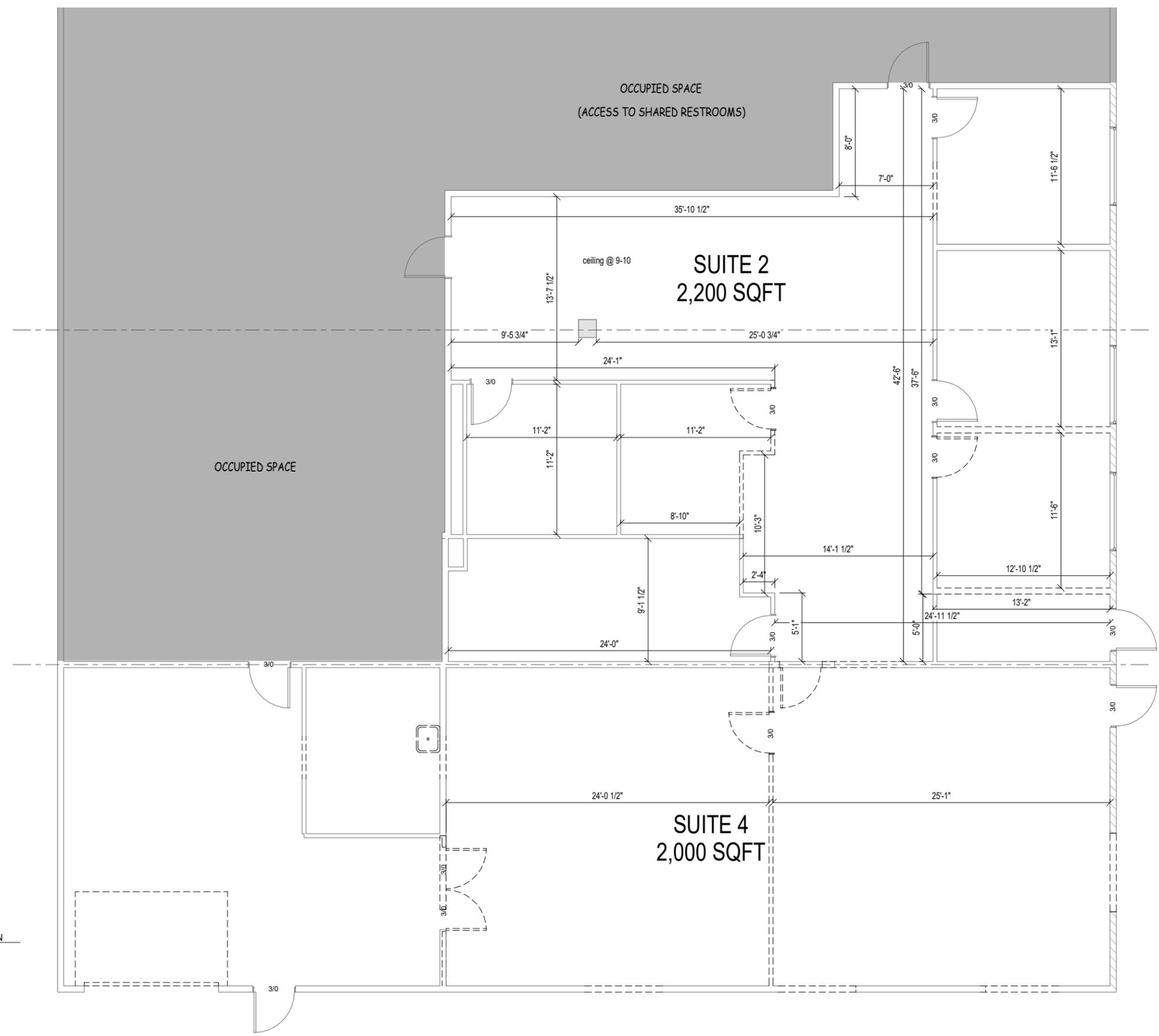
- a. No, the project is not economically feasible as designed without tax increment financing. The Seward County Chamber & Development Partnership and Little Cubs Daycare do not have the capacity to pay for the parking lot expansion and ingress/egress without the use of TIF.
- b. No, the extension of the parking lot and addition of the ingress/egress would not occur in the redevelopment area without TIF. This project will facilitate safer traffic flow in and out of Little Cubs Daycare and support the other two tenants in the building as well. Particularly during drop-off and pick-up times for Little Cubs Daycare, the additional ingress/egress will increase the safety of the site as parents and children walk to and from their vehicles.

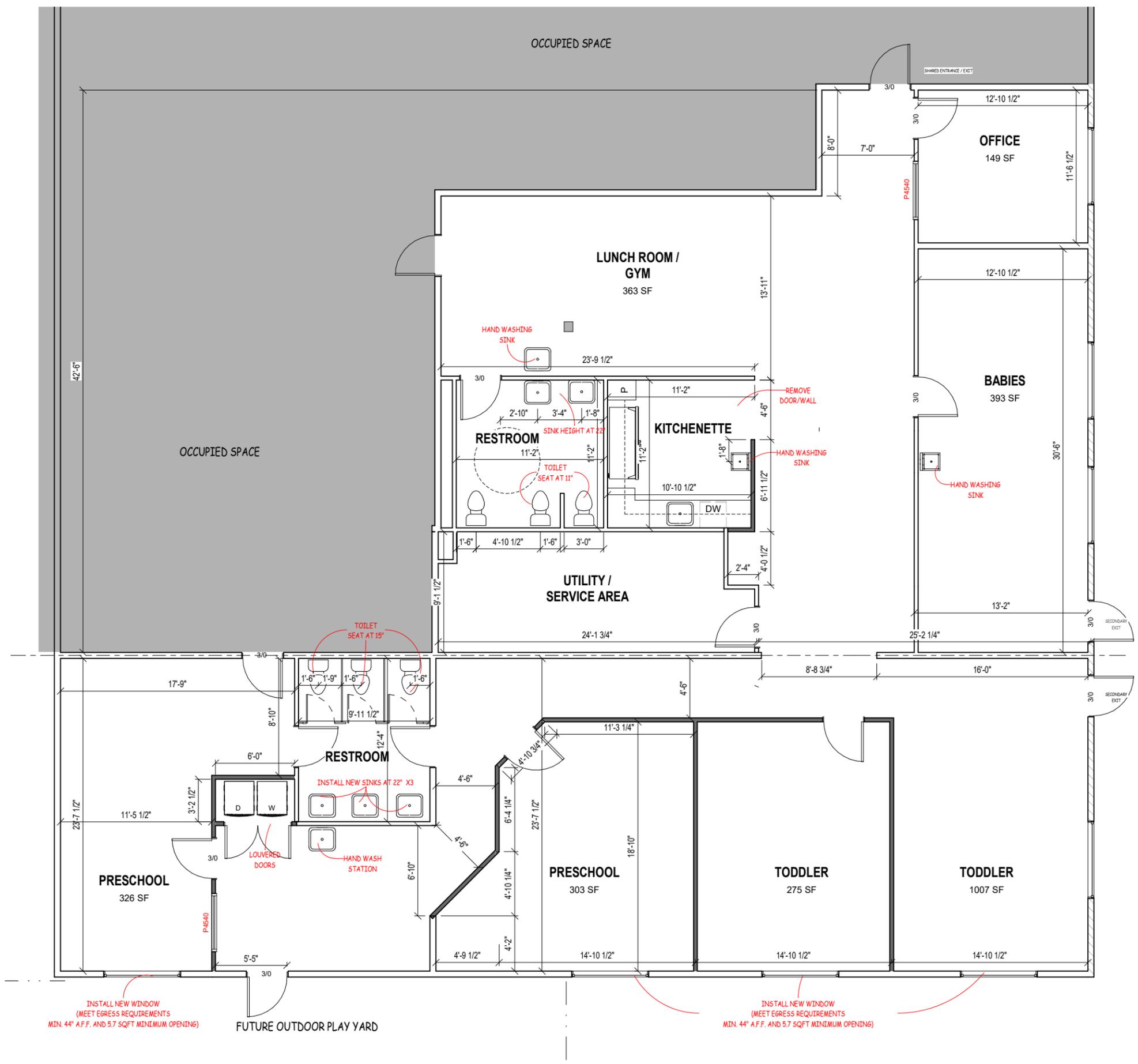
17. List any other long term public benefits your project will bring to the City, or any other information relevant to this application.

A fully-occupied building at 1313 285th means new jobs in the community along with serving critical needs of the local workforce through the services of DHHS, Goodwill Industries, and Little Cubs Daycare. This TIF project increasing parking lot capacity and facilitating safer traffic flow through the additional ingress/egress entrance supports these existing businesses now and in the future.



① DEMO / EXISTING FLOOR PLAN
 1/4" = 1'-0"





1 PROPOSED FLOOR PLAN
 1/4" = 1'-0"

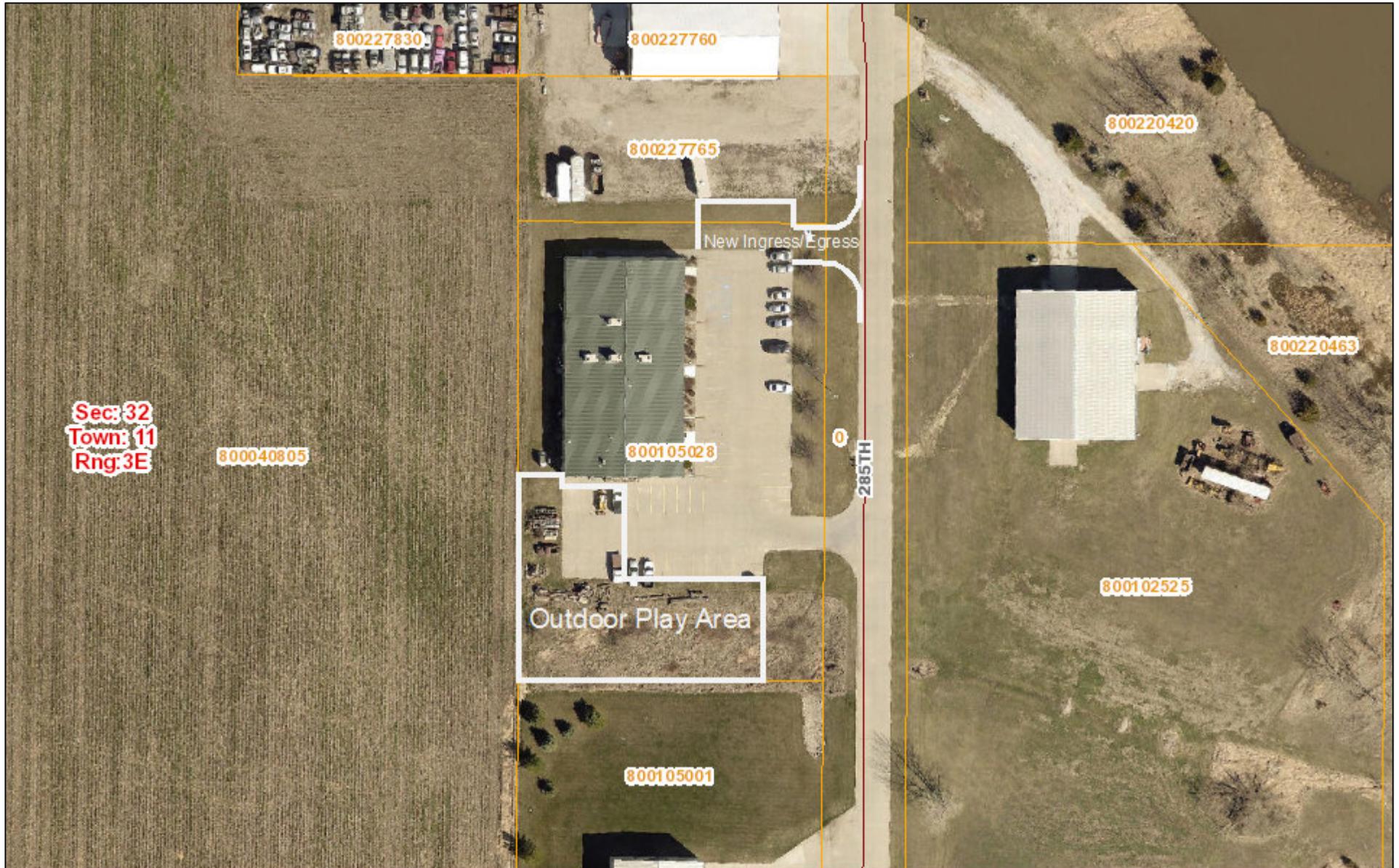
FENCE FENCE

INSTALL NEW WINDOW
 (MEET EGRESS REQUIREMENTS
 MIN. 44" A.F.F. AND 5.7 SQFT MINIMUM OPENING)

FUTURE OUTDOOR PLAY YARD

INSTALL NEW WINDOW
 (MEET EGRESS REQUIREMENTS
 MIN. 44" A.F.F. AND 5.7 SQFT MINIMUM OPENING)

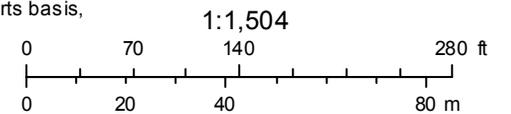
1313 285th Improvements



July 7, 2023

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.

-  Roads
-  Parcels
-  Sections



Anderson Construction

1604 253 Drive
Seward, NE 68434

Estimate

Date	Estimate #
3/17/2023	815

Name / Address
Little Cubs Daycare Carlee Carter

			Project
Description	Qty	Cost	Total
Preliminary Estimate---No plans or deminsions at this time---Scope of work/includes-Move walls and add to make rooms larger-Add to height of existing walls-Drywall tape and finish-trim as needed-New bathroom(handicap accessable) per code requirements-includes all plumbing and sinks,urinals,toilets-all bath hardware as needed. Allowance for new kitchen dinnette-Cut in 4 new exterior windows,set and trimed-2 new glass in existing entry doors-All electrical,lights,fixtures and alarms required--All HVAC and ductwork required for new rooms and areas -Allowance for new drop suspended ceiling and pads-Allowance for all new flooring as required-Allowance for new parking area(concrete pad) and approach . Allowance for landscaping.--All painting,staining and finishes as required for occupancy. All permits,supervision,materials.builders risk, and sub-contracting have been taken into consideration.	1	311,079.00	311,079.00
Total			\$311,079.00

Customer Signature _____

Anderson Construction

1604 253 Drive
Seward, NE 68434

Estimate

Date	Estimate #
7/20/2023	846

Name / Address
Seward County Chamber & Development 616 Bradford st. Seward, NE. 68434

Project

Description	Qty	Cost	Total
Updated additional parking and driveway	2,000	10.00	20,000.00
Total			\$20,000.00

Customer Signature _____

Child Care Capacity Building Project Goals/Tas

"This project is made possible by funding the Nebraska Department of Health and Human Services received through Nebraska from the federal Coronavirus State Fiscal Recovery Fund pursuant to the federal American

Instructions: Please list goals/tasks associated with project(s) listed in proposal related to child care capacity estimated timeline for each goal/task to begin and be completed. List resources needed or already secured for relating to the overall project(s). Specify ARPA funds requested per goal/task and any additional funds the center

Goal/Task - what is going to be done or worked on	Timeline - estimated beginning and completion dates of goal/task (must be between July 1, 2023 - June 30, 2024)	Resources Secured or Needed for goal/task
Example: Blueprints drawn up for additional room at center	July 3, 2023 - June 31, 2024	Architect is secured, ready to begin drawings
Example: Purchasing materials such as cribs, educational toys, baby gate, highchairs, books, nap mats, outdoor play toys, and yard fence for new Family Home I license	February 15, 2024 - February 28, 2024	Need to make list of specific items and order from Lakeshore
Walford Designs-Schematic Proposal Drawings	July 1, 2023—July 3, 2023	Taking my ideas for the space and creating it into a design
Get Architect to draw, rework, and stamp of approval for drawings	July 3, 2023—July 7, 2023	Architect is secured, drawings to be finalized
Contractors obtain all permits, plans and code requirements	July 3, 2023—July 7, 2023	All work is done up to code and all permits obtained
Contractors take on work based off of Architect’s plans—room 1	July 7, 2023—January 5, 2024	Room #1—Demo as needed, reframe, add height on existing walls, drywall, insulation, paint, trim
Contractors start room 2	July 7, 2023—January 5, 2024	Room #2—Extend walls, frame, drywall, insulate, paint, trim
Contractors add bathroom and renovate current bathroom	July 7, 2023—January 5, 2024	Bathroom renovations—cut and trench floor, frame, drywall, insulate, paint, add stools, sinks, and all finishings
Contractors renovate space to make into a useable kitchen	July 7, 2023—January 5, 2024	Kitchen renovations—cabinets, countertops, paint, trim
Contractors add in drop ceilings throughout space	October 1, 2023—January 5, 2024	Drop ceilings to make space more comfortable and cost efficient
Contractors begin all flooring surfaces throughout space	November 1, 2023-January 5, 2024	Different flooring laid through out new space to accommodate eating areas, play areas, and bathroom areas
Contractors add in new egress windows	July 7, 2023—January 5, 2024	Windows added to meet egress requirements for child care center
Contractors will add in two commercial doors	July 7, 2023—January 5, 2024	Doors to meet fire code and provide additional exits

Goals, Timeline & Funds Request

Nebraska Legislative Bill 1014: appropriation of funds allocated to the State of Nebraska
American Rescue Plan Act of 2021, 42 U.S.C. 802."

expansion. Tie each goal/task to ARPA requested funds amount(s). Identify
for each goal/task. Describe expected outcomes that are tied to the goal/task
community, entity and/or provider will be putting into this/these project(s).

Expected Outcome of goal/task	ARPA Funds Request for goal/task	Community, Entity, and/or Provider Project Funds toward goal/task
Blueprints ready for contractor by end of January, 2023	\$ 8,000.00	\$2,000.00
All materials will arrive by beginning of March 2024, Family Home I will be licensed and open by June 30, 2024	\$ 11,000.00	\$ 1,000.00
Better understanding of what we can do with the space	\$ -	\$ 600.00
Get approved design for contractors	\$ 4,000.00	\$ 6,000.00
Work is completed properly and up to code	\$ 1,500.00	\$ 1,500.00
Complete work based off of the plan to create licensed child care center	\$ 5,000.00	\$ 13,100.00
Make room usable space for child care center	\$ 4,000.00	\$ 5,650.00
Complete renovation and addition to bathroom space to meet the toilet/sink requirement for number of children in child care center	\$ 11,000.00	\$ 10,348.00
Complete kitchen with all necessary hook ups	\$ 5,000.00	\$ 7,000.00
Completed look to space with addition to drop ceilings	\$ 14,000.00	\$ 10,200.00
Necessary flooring complete— carpet in some areas, laminate or other hard surface in other areas of spills or food	\$ 30,000.00	\$ 1,500.00
Egress windows to make rooms usable for children by adding in a secondary fire escape route	\$ 2,500.00	\$ 5,500.00
Doors for child care center daily use	\$ 1,500.00	\$ 1,500.00

Yearly Projected Income & Expense

Income: \$642,000 – at full capacity all parent pay or state pay tuition

Expense: High estimate, \$578,280 – expenses include: payroll, rent/utilities, internet, insurance, van expense, food & supplies expense

Additional Information

Little Cubs Daycare & Learning Center in Seward, Nebraska is being financially backed by grant money and owner's equity, if needed.

Pay scale for employees at Little Cubs is from \$13-\$25 per hour, depending on position and experience. Little Cubs intends to employ 11 full time and 9 part time employees, that include one director, 9 full time teachers, one float or assistant director, and 9 part time teachers.

We also offer benefits that include: discounted child care, vision insurance, dental insurance, life insurance, short term disability (can be used for maternity leave), retirement plans + employer match, accrued paid time off and holiday pay.

Contractor:

Anderson Construction

Mitch Anderson – 402-641-4187

1604 253 Drive, Seward, NE 68434

Little Cubs Daycare & Learning Center

Seward, NE

Who we are: Our mission is to provide high quality and developmentally appropriate child care that encourages educational experiences by promoting social, emotional, physical, and cognitive development, specializing in ages six weeks to nine years old.

Why we strive: Within Seward County, there is a measurable shortage of quality, affordable childcare. By opening a new location of Little Cubs Daycare & Learning Center within Seward County, we will provide a safe, excellent experience projected for 65 children that will allow parents to go to work while knowing their child is within safe hands and in an environment that aids in their overall development. By opening in Seward at 1313 285th Street, we will be able to serve the Seward County area in a convenient location. We will be open from 6am to 6pm and can adjust those hours as necessary to accommodate working families.

Revenue: Little Cubs Learning Center is currently operating in York, Nebraska. The cities and counties of both York and Seward are comparable in size, population, and income. Using market data research including necessity, demand, and pricing from nearby communities, we can provide a weekly childcare cost that is fair, affordable, and covers operational costs. Our income is provided by parents seeking care for their children.

Marketing: Most of our new clients are referred through word-of-mouth. However, Little Cubs Daycare is active on social media such as Facebook. We also have a website in progress. In addition, our 15-passenger van will advertise Little Cubs around the communities.

Competition: The City of Seward has several in-home daycares as well as other child care centers available, but the need for child care within this area has still not been met. Not only will we receive clients because of need, but we also have an impeccable reputation in the neighboring community of York as a child care center that provides excellent learning opportunities and a safe environment. One huge perk we offer is preschool transportation to and from our own child care center as well as other centers to preschools in town. Our affordable pricing and easy payment methods make Little Cubs a convenient choice.

Metrics: With the enrollment of just 35 children, we can cover the operational costs associated with running a daycare center in Seward County within the location we have selected. This number is almost half of our maximum allowed, which should be 65 children. With the current need for quality child care, we anticipate we will have the minimum number of children enrolled by December 2023 and maximum enrollment achieved by May 2024.

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT ("Agreement") is made and entered into effective as of this 15 day of June, 2023 (the "Effective Date"), between SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP, a Nebraska nonprofit corporation (the "Landlord") and LITTLE CUBS DAYCARE, LLC a Nebraska corporation (the "Tenant"). Landlord and Tenant are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Landlord owns a parcel of real estate in Seward County, Nebraska, improved with a building, parking lot, and other exterior grounds, and located at 1313 285th Road, Seward, Nebraska (the "Property"); and

WHEREAS, Tenant desires to lease a suite within an area of the building on the Property, which area is described as "Suites 2 & 4" and highlighted in yellow and blue, all as further depicted on **Exhibit A** attached hereto and incorporated herein except the utilities closet located on the southwest side of Suite 2 (the particular office space being referred to herein as the "Premises"); and

WHEREAS, the Parties also desire to provide for the shared use of a portion of the Property referred to herein as the "Common Area"; and

WHEREAS, Landlord desires to lease the Premises to Tenant and provide for use of the Common Areas, and Tenant desires to lease the Premises from the Landlord, in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the Parties hereto agree as follows:

1. Description of the Premises.

(a) Premises. Landlord hereby leases the Premises to Tenant. Tenant shall have exclusive use of the Premises for the purposes set forth herein. In addition, Tenant shall have the nonexclusive use of the Common Area (consisting of a shared bathroom and a hallway), which shall be shared with Landlord and/or other tenants of Landlord; provided that Tenant shall have sufficient access and use of the Common Area to the extent reasonably necessary to support the operation of Tenant's business in the Premises. Tenant shall also have nonexclusive use of the parking areas on the Property.

(b) Leasehold Improvements and Alterations. Tenant may not make any additional improvements or alterations to the Premises without first submitting plans and specifications detailing such proposed improvements or alterations to Landlord and securing Landlord's prior written consent. Tenant shall pay all costs of such improvements and alterations, shall provide evidence of such payment to Landlord upon request, and shall indemnify and hold Landlord harmless from any costs, liens, or damages arising from Tenant undertaking or otherwise commissioning such improvements or alterations. All work shall be performed by a contractor approved by Landlord (which approval shall not be unreasonably withheld), and shall be subject to, and must comply with, the terms and requirements of Section 6(d) hereof.

(c) Condition; No Warranties. Tenant accepts the Premises in its "as is" condition. Tenant's taking possession of the Premises shall be conclusive evidence of Tenant's acceptance thereof in good order and satisfactory condition. Tenant agrees that no representations, statements, or warranties, expressed or implied, have been made by or on behalf of Landlord respecting the condition of the Premises or the use that may be made of the Premises. Tenant further agrees that no promises to alter, decorate, repair or improve the Premises, either before or after the execution hereof, have been made by Landlord or its agents

or representatives to Tenant unless the same are expressly contained herein or made a part hereof. In no event shall Landlord be liable for any defect in such Premises or for any limitation on its use.

2. Term. The initial term of this Agreement shall be sixty (60) months, commencing on the 1st day of July 2023 ("Commencement Date"), and ending on June 30, 2028 (the "Initial Term"). Upon expiration of the Initial Term or any extension term thereafter, this Agreement shall automatically be extended for an additional period of five (5) years until either Party hereto provides ninety (90) days advance written notice of its intent to terminate this Agreement. The period from the Commencement Date to the effective date of termination is referred to herein as the "Term."

3. Rent; Late Charges.

(a) Rent. On or before the Commencement Date, and continuing on or before the 1st day of each month thereafter during the Term, Tenant shall pay to Landlord as rent, at such address as Landlord may from time to time designate in writing, the sum of Three Thousand and Five Hundred and No/100 Dollars (\$3,500.00) per month. After Initial Term, rent will increase 5% to \$3,675 per month for an additional period of five (5) years unless ninety (90) days advance written notice is given.

(b) Late Charge; Interest. In the event any rent payment due hereunder is not paid within five (5) days after the due date, then without limitation of Landlord's other rights and remedies, Landlord may impose a late charge with respect to such past-due payment in an amount equal to Fifty and No/100 Dollars (\$50.00) per day until the past due amount is paid in full. In addition, any sums due hereunder which are not paid within thirty (30) days of the due date thereof shall accrue interest at the rate of twelve percent (12%) per annum until paid.

(c) Security Deposit. Simultaneous with the execution of this Agreement, Tenant shall deposit with Landlord the sum of Three Thousand and Five Hundred and No/100 Dollars (\$3,500.00) as security for the full and faithful performance of Tenant's obligation under this Agreement (the "Security Deposit"). If Tenant should be in default of any of its payment obligations under this Agreement, Landlord may apply all or a part of the Security Deposit for the payment of any sum in default or for the payment of any amount which Landlord expended by reason of such default. If any portion of the Security Deposit is so applied, Tenant shall, within five (5) days after written demand thereof, deposit with Landlord an amount sufficient to restore the security deposit to its original amount. If Tenant performs all of its respective covenants and agreements in this Agreement, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of this Agreement, together with an itemized statement, shall be returned to Tenant without interests, no later than thirty (30) days after the expiration of the Term, or any renewal or extension thereof.

4. Use of Premises and the Property. Tenant shall use and occupy the Premises solely for purposes of office and administration related to the primary operation of Tenant's business, and other related purposes. Tenant shall not use the Premises for any other use or purpose without the prior written consent of Landlord, which shall not be unreasonably withheld.

5. Responsibilities.

(a) Real Estate Taxes. Landlord shall pay all real estate taxes and general and special assessments on the Property which are levied or assessed for the period during the Term before the same become delinquent.

(b) Personal Property Taxes. Tenant shall pay, prior to delinquency, any and all taxes and assessments levied or assessed during the Term upon or against all of Tenant's furniture, fixtures, signs and equipment and any other personal property installed or located within the Premises.

(c) Utilities. Landlord shall pay all utility charges attributable to the Property, including electricity, gas, water, sewer, and garbage. Tenant shall be responsible for setting up and paying all charges for Internet access, telephone and cable or satellite television services, security system, and cleaning services provided to the Premises.

(d) Insurance.

(i) Liability Insurance. During the Term, Tenant shall carry and maintain, at Tenant's cost and expense, commercial general liability insurance with liability limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the general aggregate, for any and all liability of the Tenant with respect to the Premises. Landlord shall be named as an Additional Insured with Subrogation Waiver on such policies, and Tenant shall deliver evidence of such coverage, in substantially the same form as shown on **Exhibit B** attached hereto to Landlord upon request. Landlord shall not be liable for any damage, loss, or injury to the person, property, improvements or effects of Tenant or any of its members, managers, employees, agents, business invitees, or other customers, who may claim to be injured or damaged while in, on, or about the Premises.

(ii) Hazard Insurance. Landlord shall carry and maintain, at Landlord's cost and expense, building property coverage insurance in standard policies in an amount equal to the insurable value of the Property, but not including Tenant's personal property and improvements located at the Premises. Tenant shall, at Tenant's cost and expense, maintain property insurance coverage on Tenant's personal property and improvements located at the Premises from time to time. Tenant shall use every reasonable precaution against fire and other damage.

(e) Personal Property. Tenant shall be solely responsible for risk of loss with respect to all personal property, signs and leasehold improvements of Tenant which may be on or about the Premises.

(f) Maintenance. Landlord shall be responsible for maintaining and repairing the Premises and the Property, including the Common Area, interior/exterior walls, ceilings, roofs, doors and glass, and all fixtures and equipment serving the Property (including heating, ventilating, air-conditioning and other equipment, plumbing, fixtures, etc.). Tenant shall immediately notify Landlord of the need for any repairs or defects related to the Premises. Tenant shall be responsible for minor maintenance and repairs and light bulb replacement in the Premises and shall at all times keep the Premises in clean and orderly condition, free and clear of all debris and obstructions.

(g) Security. Tenant shall securely lock all doors and accesses and secure all utilities on the Premises (as applicable) before leaving the Premises unattended, and Tenant shall promptly reimburse Landlord for any damage resulting from the failure of Tenant to secure the Premises as herein provided.

(h) Maintenance of Grounds; Snow and Ice Removal. Landlord, at Landlord's expense, shall maintain the exterior grounds of the Property, including any areas serving as ingress and egress to the Premises, and the Common Area, so that it is neat and well-kept in appearance and shall keep sidewalks and parking lots of the Property free and clear of ice and snow.

6. Restrictions on Tenant.

(a) Signs. Tenant, at Tenant's expense, shall have the right to erect and maintain on the Property and Premises ordinary and customary signs relating to Tenant's permitted use of the Premises. At the expiration of the Term, Tenant must remove any signs erected during the Term, and any damage to the

Property caused by such removal shall be promptly repaired by Tenant. Tenant shall be solely responsible for the cost to construct, maintain, remove, and repair any signs or damage resulting therefrom.

(b) Unlawful Use. Tenant shall not make or permit any use of the Premises or Property in violation of any law, ordinance or governmental or municipal regulation or order, or which may be dangerous to persons or property; or do or permit to be done any act or thing which will invalidate or be in conflict with fire or other insurance policies covering the Property or its operation.

(c) Hazardous Materials and Usage. Tenant shall not use, store, handle, dispose of, generate, or transport to or from the Premises any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" except in accordance with any applicable laws, ordinances or regulations.

(d) Alterations and Improvements. In the event Tenant makes any improvements or alterations to the Premises as permitted under Section 1(b) above, all work done by Tenant shall be performed in full compliance with all laws, rules, orders, ordinances, directions, regulations and requirements of law and Landlord's insurance companies. All alterations, additions and improvements to the Premises by Landlord or Tenant shall become part of the realty and shall belong to Landlord at the expiration or earlier termination of the Term, except that any trade fixtures, furnishings, equipment, signs and personal property which are installed and paid for by Tenant, shall remain the property of Tenant and may be removed by Tenant during the Term; provided Tenant repairs any damage caused by the removal of such items.

(e) Waste and Nuisance. Tenant shall not commit or permit any waste of the Premises nor any public or private nuisance on the Premises or Property, including unreasonable noise or breach of peace that disturbs neighbors or the general public.

(f) Vacating Premises. Tenant shall not vacate or abandon the Premises at any time during the Term; and if Tenant shall abandon, vacate or surrender the Property, or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Property shall be deemed to be abandoned, at the option of Landlord.

7. Rights Reserved to Landlord. Upon providing twenty-four (24) hours advance notice to Tenant, Landlord shall have the right to (i) enter the Premises for purposes of accessing the utility room for the Property and (ii) enter and inspect the Premises and to make, at its own expense, any necessary repairs, alterations, additions and improvements, structural or otherwise; provided such work shall not be carried on in such manner as to deny Tenant the reasonable use of the Premises; and such improvements, alterations or additions shall not materially change the general appearance, location, or area of the Premises. In the event of an emergency requiring immediate action for preservation of the Property or Tenant's carrying on of an illegal activity within the Premises, Landlord may enter the Premises without notice. Landlord shall have the right to carry keys to the Premises.

8. Casualty Loss. If the Property is destroyed or damaged by fire or other casualty so as to render the Premises unsuitable for occupancy in the reasonable discretion of Landlord, and Landlord shall elect not to reconstruct or repair the Property or Premises (as the case may be) in its sole discretion, Tenant may terminate this Agreement by giving written notice to the Landlord of such termination within 60 days after such destruction or damage, which termination shall be effective as of the date of such destruction or damage. If Landlord shall elect to reconstruct or repair the Property, Landlord shall perform such reconstruction or repair at the expense of Landlord, with reasonable promptness, and in the event that Landlord fails to complete such reconstruction or repair within 120 days after such destruction or damage, Tenant may terminate this Agreement by giving written notice to Landlord of such termination within 10

days after the date of the expiration of the 120 day period, which termination shall be effective as of the date of the expiration of the 120 day period. In the event of the termination of this Agreement at any time subsequent to the date to such destruction or damage, the rent shall be prorated on a daily basis and be paid or rebated, as the case may be, to the date of such termination.

9. Condemnation. If all or a substantial portion of the Property shall be taken or condemned for any public use or purpose, so as to render the Premises unsuitable for occupancy, this Agreement shall terminate on the date when possession shall be required for such use or purpose, and the rent shall be prorated to the date of such termination, without apportionment of the award for such taking or condemnation, which shall belong exclusively to Landlord.

10. Assignment. Tenant shall not assign this Agreement, nor allow any transfer of or lien upon Tenant's interest in this Agreement by operation of law, nor sublet any portion of the Premises, nor permit the use of any portion of the Premises by anyone other than Tenant and the employees, agents and business invitees of Tenant, without obtaining the prior written consent of Landlord, provided, however that Tenant may, without the consent of Landlord, sublet or make the Premises available for use by an affiliate or subsidiary of Tenant provided that Tenant shall remain primarily liable on the Agreement.

11. Default. Each of the following acts and omissions shall constitute a default and a breach of this Agreement:

(a) The failure of Tenant to pay the rent or any other monetary obligation of Tenant hereunder for a period of three (3) business days after such amount(s) shall have become due.

(b) The failure of Tenant to comply with any other provision of this Agreement for a period of thirty (30) days after receipt of written notice of such failure.

(c) Voluntary or involuntary bankruptcy, assignment for benefit of creditors, reorganization or rearrangement under the Bankruptcy Act, receivership, dissolution or the commencement of any action or proceeding for dissolution or liquidation of Tenant or any other similar action or proceeding whether instituted by or against Tenant.

(d) Vacation or abandonment of the Premises by Tenant for a minimum continuous period of thirty (30) or more days.

12. Remedies. Upon a default by Tenant, Landlord shall be entitled to all remedies at law or in equity arising from such default. Landlord may re-enter and recover possession of the Premises as if the Premises were forcibly detained, and Tenant waives any demand for possession of the Premises and any exemptions granted to Tenant by law. If Landlord elects to re-enter and recover possession of the Premises, Landlord may, at the election of Landlord, either terminate this Agreement or relet the Premises on such terms and conditions as Landlord may determine. Upon reletting the Premises, rent received by Landlord shall be applied in the following order:

(a) To the costs of such reletting, including brokerage fees, and attorney's fees incurred by Landlord for such re-entry and recovery of possession of the Premises;

(b) To any sums due, other than rent, from Tenant to Landlord;

(c) To rent and additional rent due and unpaid;

(d) To future rent to become due hereunder.

If the rent received by Landlord shall be insufficient to satisfy the current obligations of Tenant to Landlord, the deficiency shall be computed and billed by Landlord to Tenant monthly and shall be paid by Tenant on or before the tenth day of the month following receipt of the billing. Notwithstanding any election by Landlord, Landlord may, at any time subsequent to the default of Tenant, terminate this Agreement by giving written notice of such termination to Tenant. If Tenant fails to pay, when due, any rents, taxes, assessments, utility charges or other charges on the Premises which might be the responsibility of Tenant hereunder, then Landlord at its sole option shall have the right to pay the same. If paid by Landlord, said amount shall be considered as additional rent due from Tenant to Landlord, and said sum shall be immediately due and payable.

13. Termination. Upon the termination of this Agreement, Tenant shall:

(a) Return all keys and deliver possession of the Premises to Landlord in broom clean and as good condition as at the commencement of the term, ordinary wear and tear and damage by fire or other unavoidable casualty excepted;

(b) Leave undisturbed on the Premises all improvements and non-trade fixtures, which shall be deemed to be the property of Landlord;

(c) Remove from the Premises all trade fixtures and other personal property of Tenant, and Tenant shall, at Tenant's expense, repair any significant damage to the Premises arising from the removal of such trade fixtures or personal property; and

(d) During the last three (3) months of the Term, Landlord shall have the right to place "for rent" signs at the Premises.

14. Miscellaneous.

(a) Notices. All notices required to be given hereunder shall be in writing, and, if intended for Landlord, shall be served upon any of the offices of Landlord or its agent, or shall be mailed by registered or certified mail, postage prepaid, or recognized overnight courier service to the address indicated below; or if intended for Tenant, shall be served upon Tenant or one of the officers or other authorized representative of Tenant personally, or shall be mailed by registered or certified mail, postage prepaid, or recognized overnight courier service, to the address indicated below. Either party shall have the right to change its mailing address by notice being served, by registered or certified mail, of such change.

Landlord's Mailing Address:
Seward County Chamber & Development Partnership
Attn: Jonathan Jank, President & CEO
616 Bradford Street
Seward, NE 68434

Tenant's Mailing Address:
Little Cubs Daycare, LLC
Attn: Carlee Carter
419 N. Grant Ave.
York, NE 68467

(b) No Waiver. No waiver by Landlord of a default by Tenant shall be implied and no express waiver shall extend to any default other than that specified therein and then only for the period and to the

extent specifically stated. The failure of Landlord to insist upon strict performance by Tenant of any of the covenants, conditions and agreements of this Agreement shall not be deemed a waiver of any of the Landlord's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by Tenant of any covenant, condition or term of this Agreement. No surrender of the Premises shall be affected by Landlord's acceptance of rental or by any other means whatsoever unless the same is evidenced by Landlord's written acceptance of such as a surrender.

(c) Entire Agreement. This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

(d) Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the state of Nebraska. If any clause or provision hereof should be determined to be illegal, invalid, or unenforceable, then and in that event, it is the express intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the express intention of the parties hereto that in lieu of each clause or provision of this Agreement which may be determined to be illegal, invalid, or unenforceable, there may be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

(e) Relationship. It is expressly understood that Landlord shall not be construed or held to be a partner or associate of Tenant in the conduct of its business; it being expressly understood that the relationship between the parties hereto is and shall remain at all times that of landlord and tenant.

(f) Time of the Essence. Time is of the essence in the performance of each and every provision of this Lease.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective as of the date first above written.

Landlord:

SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP

By: Jonathan Jank
Jonathan Jank, President & CEO

Tenant:

LITTLE CUBS DAYCARE, LLC

By: Carlee Carter
Carlee Carter, Authorized Signer

Exhibit A



Exhibit B

[Insurance Certificate to be Inserted by the Parties]

4839-5133-9467, v. 1

Little Cubs Daycare TIF

TIF Calculation Based on Marilyn Hladky's Email from Tuesday, July 11, 2023

Assumptions:

Tax Levy (2022)	1.716009
Number of Years	15

Property Valuation:

	Assessed Value	Estimated Taxes
Pre-Project	\$777,483.00	\$13,341.68
Completed Project	\$970,329.00	\$16,650.93
Difference	\$192,846.00	\$3,309.25

TIF Calculations:

	TIF Developer Bond	TIF Note from Lender
Annual TIF Amount	\$3,309.25	\$3,309.25
15 Year TIF	\$49,638.82	\$33,092.55
3% Admin. Fee	\$1,489.16	\$992.78
Approx. Costs of Issuance	\$5,000.00	\$5,000.00
Total:	\$43,149.66	\$27,099.77

Cattle

— BANK & TRUST —

July 19, 2023

Mr. Jonathan Jank, President
Seward County Chamber & Development Partnership
616 Bradford St.
Seward, NE 68434

RE: SCCDP/Little Cubs Daycare and TIF

Jonathan,

The Cattle Bank & Trust is prepared to finance the TIF Bonds in association with the Little Cubs Daycare project. Furthermore, the Bank will also provide GAP financing for project costs that exceeds available funding through these bonds.

Please do not hesitate to call or email if additional information is needed.

Regards,



Duane Miner, EVP



MAIN BANK
104 South 5th St.
Seward, NE 68434
402.643.3636
Fax: 402.643.3099

MOTOR BANK
405 North 5th St.
Seward, NE 68434
402.643.4545

FALLBROOK
6550 Merchant Drive
Lincoln, NE 68521
402.420.7400
Fax: 402.328.2374

SOUTHWEST LINCOLN
1404 Pine Lake Road
Lincoln, NE 68512
402.434.7400
Fax: 402.434.7405



**REDEVELOPMENT AGREEMENT
(SCCDP REDEVELOPMENT PROJECT)**

This Redevelopment Agreement is made and entered into as of the ____ day of _____, 2023, by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and Seward County Chamber & Development Partnership, a Nebraska nonprofit corporation (“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 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 located in the Redevelopment Area.

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

E. The Redeveloper’s proposed Project will consist of the renovation of a portion of commercial building and associated infrastructure improvements on the Project Site to make it suitable for operation as a daycare, as more particularly described on the attached and incorporated Exhibit “A”.

F. The CRA has approved Redeveloper’s proposed 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 to implement the 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 18-2155, 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” has the definition set forth in the Section 3.01 of this Agreement.

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 Seventy Thousand Three Hundred Twenty-Nine and No/100 Dollars (\$970,329.00).

H. “Private Improvements” means all the private improvements to be constructed on the Project Site as more particularly described on the attached and incorporated 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, 2024.

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 Seward County Chamber & Development Partnership, a Nebraska nonprofit corporation.

O. “Redevelopment Area” means Redevelopment Area 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 Act, 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 nonprofit corporation in good standing and authorized to do business in Nebraska 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 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 for the Project shall be January 1, 2025 (the “Effective Date”) and the CRA shall file the “Notice to Divide Taxes” with the Seward County Assessor on or prior to August 1, 2025. Provided, however, Redeveloper shall have the option and right to establish January 1, 2024 as the Effective Date by providing written notice of such election to the CRA no later than July 1, 2024, in which case the CRA shall file the “Notice to Divide Taxes” with the Seward County Assessor on or prior to August 1, 2024.

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 Thirty-One Thousand Four Hundred and No/100 Dollars (\$31,400.00), as calculated on the attached and incorporated Exhibit “B”. The TIF Indebtedness shall be issued by the CRA to Redeveloper or, at the election of the Redeveloper, to a lender of the Redeveloper. The TIF Indebtedness shall be issued in a TIF Promissory Note in the form attached hereto as Exhibit “E” (“Note”). 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 only be secured by a pledge or assignment of the Tax Increment, and any other security for the TIF Indebtedness as required by any lender shall be provided by Redeveloper. 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. If the TIF Indebtedness is not paid in full by the maturity date set forth on Exhibit “B”, all unpaid amounts shall be forgiven.

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, at or prior to the issuance of the Note, Redeveloper shall pay to the CRA an amount equal to the CRA’s 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 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.

Upon written request from the CRA to Redeveloper, Redeveloper shall 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 the 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. All Eligible Project Costs shall be submitted to the CRA within thirty (30) days of the earlier of: (1) the date construction is actually completed for the Project or (2) the Project Completion Date.

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 anticipates creating a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation no later than the Project Completion 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) Redeveloper acknowledges and understands that if the actual amount of Tax Increment is less than the anticipated amount of Tax Increment, the CRA shall not be liable for any shortfall or deficiency. If Redeveloper acquires the Note, Redeveloper agrees to forgive any shortfall in repayment of the TIF Indebtedness. If a lender or third party other than Redeveloper acquires 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 Project Site (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 Default.

In the event Redeveloper fails to perform or comply with any term, condition, or obligation of this Redevelopment Agreement and does not cure such defect within a period of ten (10) days after receiving written notice from the CRA specifying the nature of the breach of the Redevelopment Agreement, then Redeveloper shall be in default.

Section 6.02 Remedies.

In the event that Redeveloper is in default pursuant to Section 6.01, the CRA may pursue any other remedy available at law or in equity, including without limitation, one or more of the following: (1) the CRA may terminate this Redevelopment Agreement and neither party shall have any further obligation hereunder, (2) the CRA may terminate the Note and declare said Note void and thereafter shall not be obligated to remit any Tax Increment as debt service thereon.

Section 6.03 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, 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:

Seward County Chamber & Development Partnership
Attn: Jonathan Jank
616 Bradford Street
Seward, NE 68434

[SIGNATURE PAGE TO FOLLOW]

**EXHIBIT “A”
DESCRIPTION OF PROJECT**

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

Lot C, Administrative Replat of South Crest 4th Addition, City of Seward, Seward County, Nebraska.

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

- (a) **Private Improvements.** The renovation of a portion of a commercial building to support the operation of a daycare as well as the construction of an outdoor play area, together with all associated and necessary infrastructure. The Private Improvements are depicted on the attached and incorporated Exhibit “A-1” for reference.

- (b) **Public Improvements.** Demolition, grading, site preparation, the construction of an additional ingress and egress from the public street and expansion of the existing parking lot including internal drives for traffic connectivity and safety, along with 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" PUBLIC & PRIVATE IMPROVEMENTS

Interior Improvements

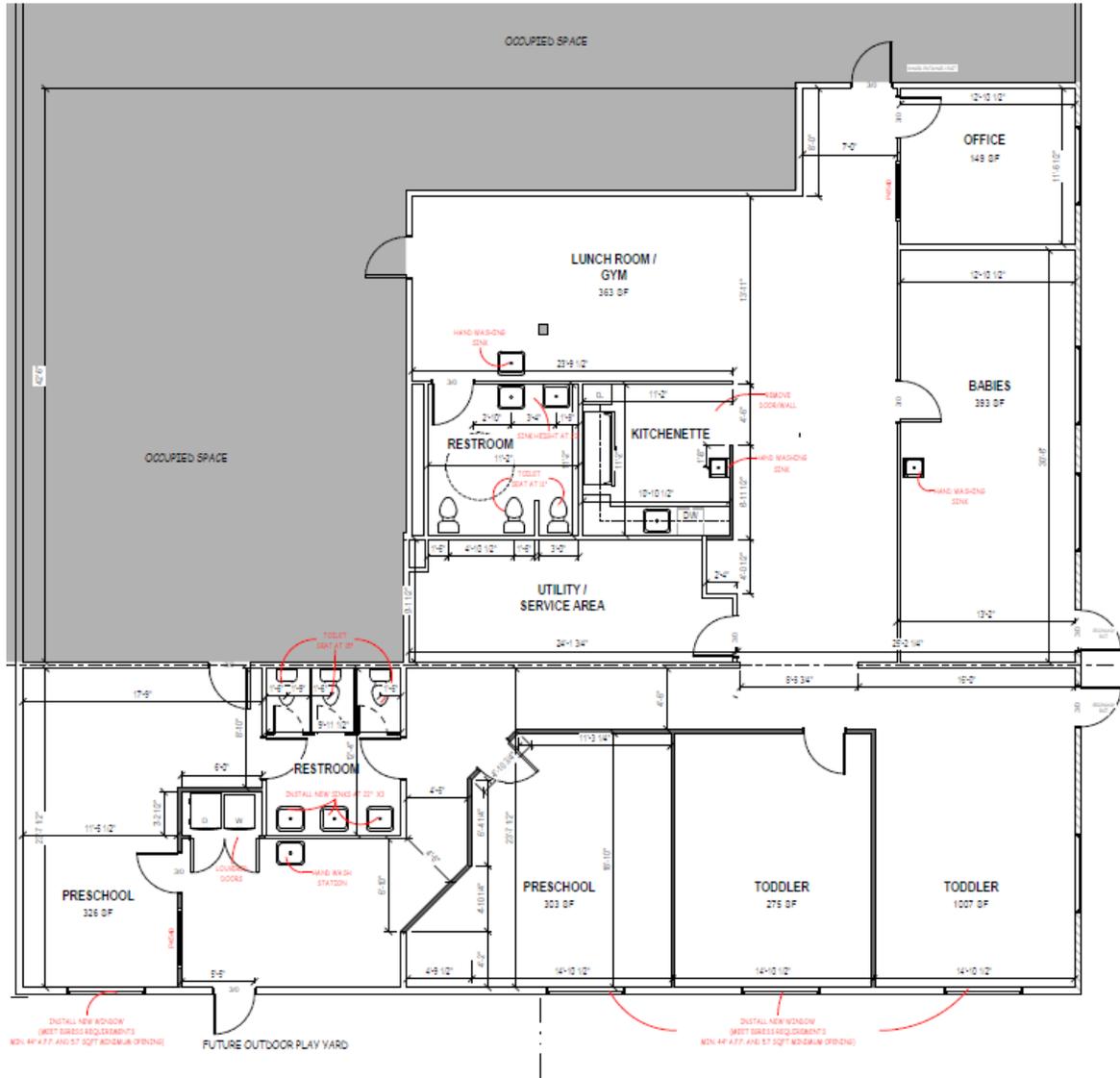
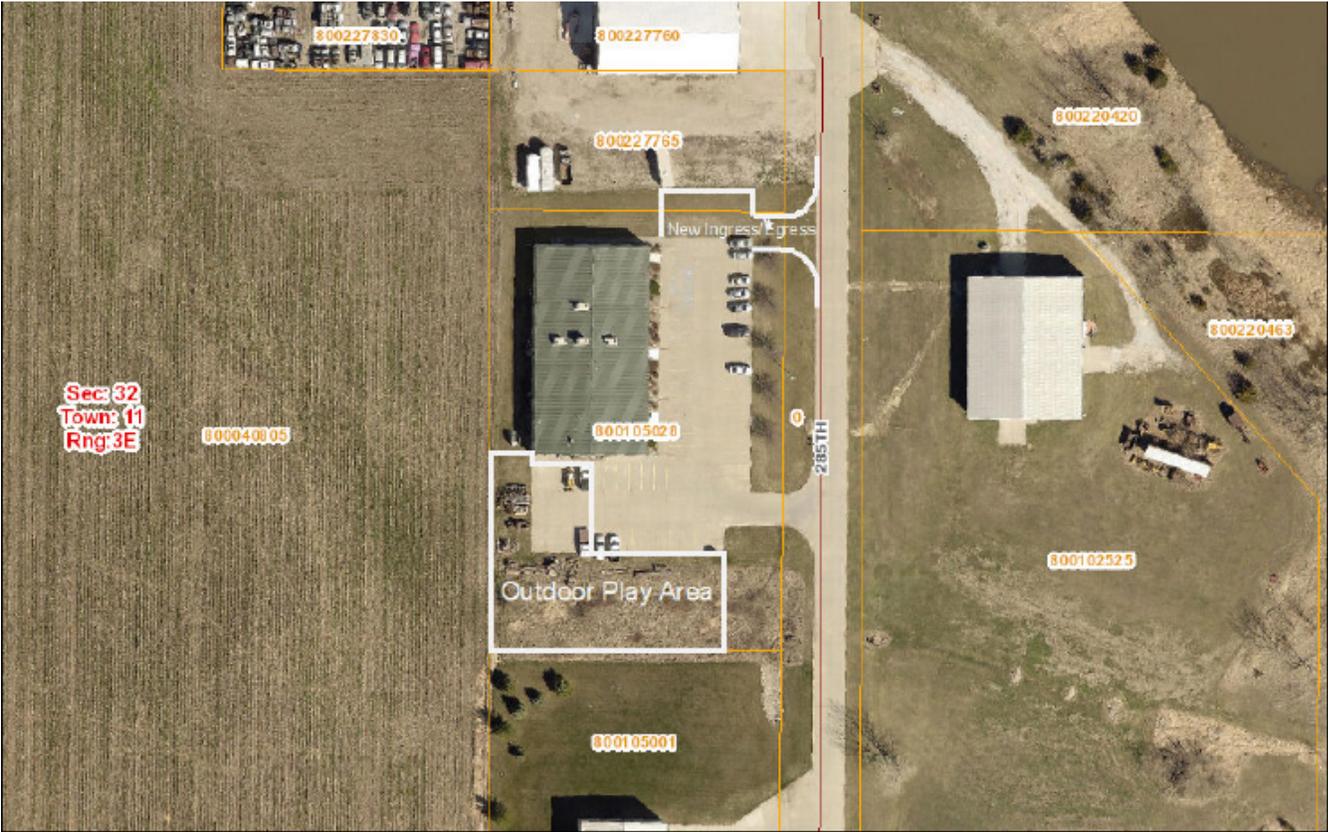


Exhibit "A-1"

Exterior Improvements



All plans are preliminary in nature and subject to change.

**EXHIBIT “B”
TIF INDEBTEDNESS**

1. Projected Base Value: \$777,483
2. Projected Minimum Final Value: \$970,329
3. Projected Incremental Valuation: \$192,846
4. Assumed Tax Levy: 1.716009
5. Anticipated Tax Increment: \$3,309 annually
6. Assumed Interest Rate: 6.5%
7. TIF Indebtedness: \$31,400

- a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$31,400, which is the maximum amount, together with interest accruing thereon, which can be amortized by December 31, 2040, 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 2025. 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, 2040.
- 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, 2025 (2025 taxes paid in 2026) and terminating on December 31, 2040 (2039 taxes due on December 31, 2039, but paid in 2040). 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.

If Redeveloper establishes the Effective Date to be January 1, 2024 pursuant to Section 3.01 of this Redevelopment Agreement, the dates relating to the 15 year TIF Period set forth herein shall be automatically revised and corrected such that the Maturity Date shall be December 31, 2039 and the TIF Period shall commence on January 1, 2024 (2024 taxes paid in 2025) and terminate on December 31, 2039 (2038 taxes due on December 31, 2038, but paid in 2039).

EXHIBIT "C"
PROJECTED TIF SOURCES AND USES

TIF SOURCES: TIF authorized up to the amount of \$31,400, based upon the anticipated cost of the eligible TIF uses described below.

Assumptions:

Tax Levy:	1.716009
Project Site Base Value	\$777,483
Interest Rate	6.5%

TIF Calculation:

	Value	Taxes
Base Year	\$777,483	\$13,342
Completed	\$970,329	\$16,651
Increment	\$192,846	\$3,309

Annual TIF	\$3,309
Total TIF (15 yrs)	\$49,639
Present Value	\$31,408

TIF USES: The cost of the TIF Uses shown below are based upon preliminary bids.

Demolition	\$	4,000
Grading	\$	5,000
Site Prep.	\$	1,500
Street and parking improvements	\$	20,000
Arch. & Eng. Fees	\$	10,000
Legal Fees	\$	7,500
3% Amin. Fee	\$	942
Total Eligible Expenses	\$	48,942

**EXHIBIT “D”
REDEVELOPMENT AGREEMENT
MEMORANDUM**

[On the following page]

After recording please return to:

Derek Bargmann
City of Seward
City Hall, 537 Main Street
Seward, NE 68434

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(SCCDP Redevelopment Project)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this ___ day of _____, 2023 by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and Seward County Chamber & Development Partnership, a Nebraska nonprofit corporation (“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 C, Administrative Replat of South Crest 4th Addition, 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 TO FOLLOW]

CRA:

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____ By: _____
_____, Secretary _____, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by _____ and _____, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Seward, Nebraska, a public body corporate and politic, on behalf of the Authority.

Notary Public

REDEVELOPER:

SEWARD COUNTY CHAMBER &
DEVELOPMENT PARTNERSHIP, a
Nebraska nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by _____, _____ of Seward County Chamber & Development Partnership, on behalf of the corporation.

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
(SCCDP REDEVELOPMENT PROJECT)
SERIES 2023A

Maturity Date	Interest Rate	Original Issuance Date
December 31, 2040	6.5%	

Registered Holder	Principal Amount
Seward County Chamber & Development Partnership	\$31,400.00

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 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, 2026, December 15, 2026, and each June 15 and December 15 thereafter through December 15, 2040, 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: (1) the date the taxes are due for the year of the Effective Date identified in the Redevelopment Agreement (which is December 31st of the year of the Effective Date); or (2) the date that the Redeveloper has submitted and the CDA has accepted the Cost Certification for the eligible costs for the Project (the "Accrual Commencement Date").

This Note is designated the Community Redevelopment Authority of the City of Seward, Nebraska Redevelopment Revenue Note (SCCDP Redevelopment Project), Series 2023A, aggregating Thirty-One Thousand Four Hundred and No/100 Dollars (\$31,400.00) ("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 18-2155, as amended and supplemented (the "Act") and under and pursuant to the terms of that certain Redevelopment Agreement between the Issuer and Seward County Chamber & Development Partnership, a Nebraska nonprofit corporation, for the SCCDP 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 completion 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: _____ By: _____
_____, Secretary _____, Chairman

CERTIFICATE OF AUTHENTICATION

City Treasurer, City of Seward as
Paying Agent and Registrar

By: _____
Authorized Signatory

EXHIBIT "F"
FORM OF CERTIFICATE OF COMPLETION
(SCCDP 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 C, Administrative Replat of South Crest 4th Addition, 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 _____, 2023, 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:

SEWARD COUNTY CHAMBER &
DEVELOPMENT PARTNERSHIP, a
Nebraska nonprofit corporation

By: _____

Name: _____

Title: _____

CRA:

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____
_____, Secretary

By: _____
_____, Chairman

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

Date: _____

Seward County Chamber & Development Partnership, a Nebraska nonprofit corporation ("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 indicated herein is substantially completed. Attached hereto are documents substantiating the actual Eligible Costs and payment by Redeveloper.

REDEVELOPMENT ELIGIBLE COSTS

Certified and Requested

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<u>Total certified TIF eligible costs:</u>	<u>\$ _____*</u>

***Principal Amount of TIF Indebtedness shall not exceed \$31,400**

SEWARD COUNTY CHAMBER &
 DEVELOPMENT PARTNERSHIP, a
 Nebraska nonprofit corporation

By: _____

Name: _____

Title: _____

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

Approved the by Chairman of the CRA:

 _____, Chairman

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

(SCCDP 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 the City of Seward, as amended (the “Redevelopment Plan”). The Redevelopment Plan was approved by the City Council of the City of Seward on 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 18-2155 (the “Act”), Seward created the Community Redevelopment Authority of the City of Seward (“CRA”), which has administered the Redevelopment Plan for the City. The Redevelopment Plan describes Redevelopment Area #1 (the “Redevelopment Area”), which includes the Project Site, as defined below. The purpose of this Plan Amendment is to identify a specific region in the Redevelopment Area that is in need of redevelopment to cause the removal of blight and substandard conditions. The project site for this project is legally described on the attached Exhibit “A”, which is incorporated herein by this reference (the “Project Site”).

The Project Site

The Project Site is generally located at 1313 285th Street in Seward, Nebraska, as depicted below:



The Project Site is comprised of a 12,000 square foot commercial building which includes four suites (the “Building”). Suite 1, located in the North half of the Building, is currently leased to the Nebraska Department of Health and Human Services. Suite 3, located on the Southwest side of the Building, is currently leased to Goodwill Industries. Suites 2 and 4, encompassing 4,200 square feet of the remainder of the Building, will be leased to Little Clubs Daycare, a new childcare center that desires to begin operations at the end of 2023. Suites 2 and 4, which will be occupied by Little Cubs Daycare, is the subject of this Plan Amendment. The Building layout is depicted below:



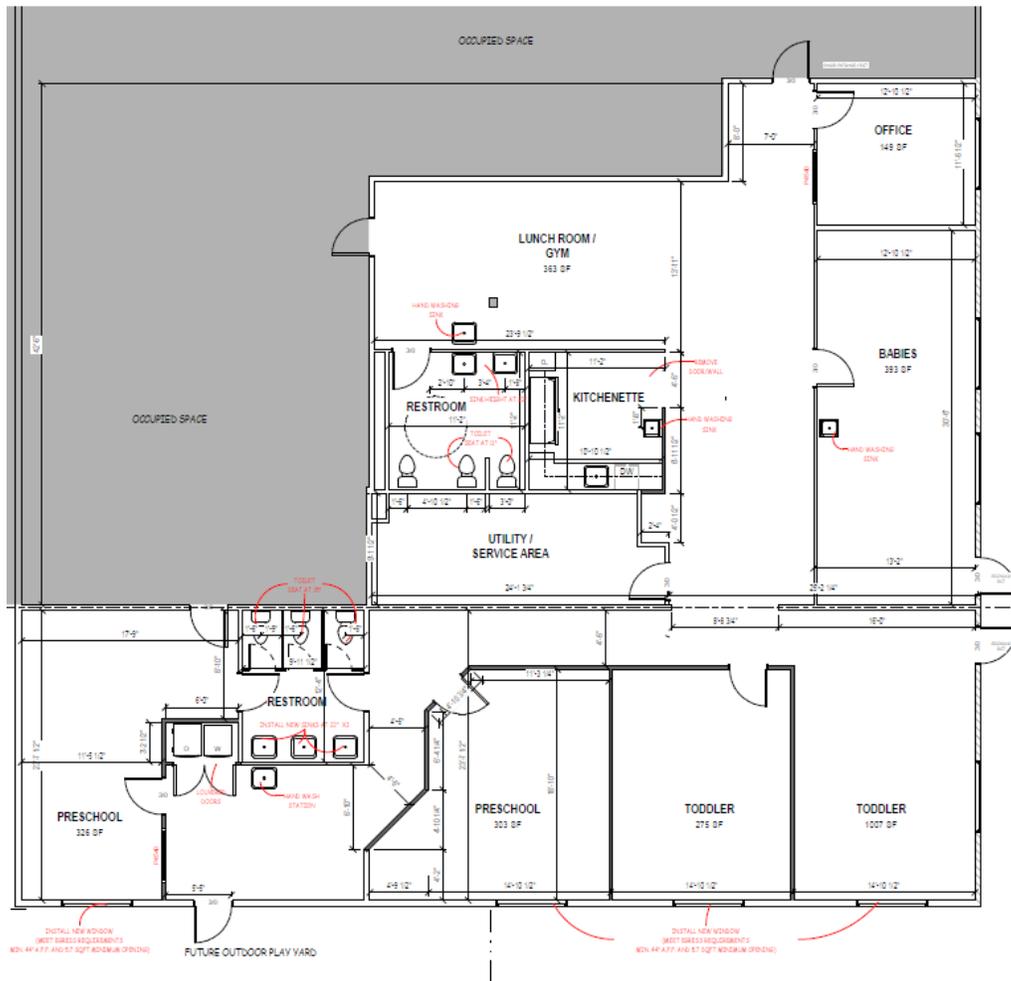
The Project Site is in need of redevelopment. The CRA has considered whether redevelopment of the Project Site will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CRA finds that such a redevelopment of the 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 conditions of blight.

The Project Site has been identified by the City as a target area for light/limited industrial development. Both the Current Land Use Map and the

Future Land Use Map of the Comprehensive Plan (defined below) designate the Project Site as light industrial. Correspondingly, the Project Site is located within the I-1 Limited Industrial zoning district. Daycares are permitted uses within said district.

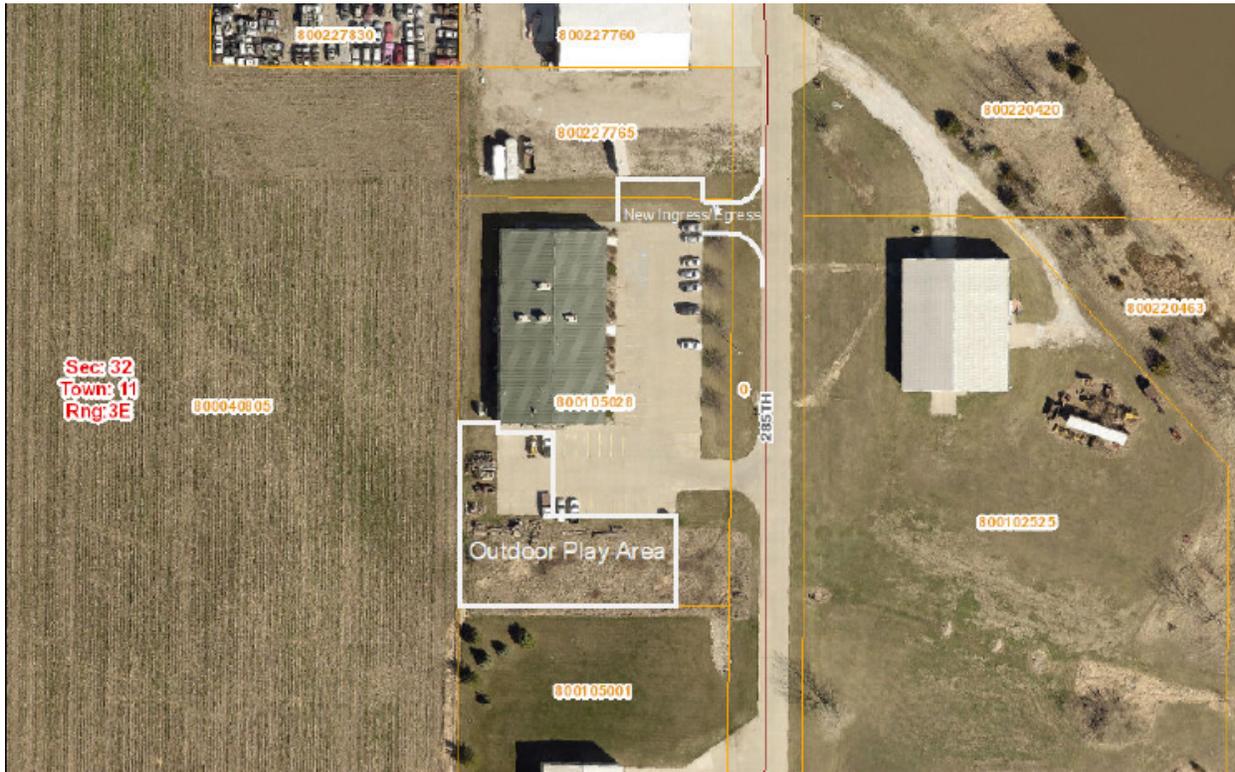
The Redevelopment Project

The Seward County Chamber & Development Partnership (“Redeveloper”) currently owns the Project Site. Pending approval of this Plan Amendment, Redeveloper intends to renovate Suites 2 and 4 into a daycare. More specifically, renovations will include new LVT flooring, updated bathrooms and toilet fixtures, updated kitchen and cabinets, new windows, lighting, drywall, HVAC system, and updated electrical and alarm system. Below is a depiction of the indoor improvements:



In addition to the indoor improvements, Redeveloper will construct certain outdoor improvements, including: a large fenced outdoor play area on the South side of the Building; additional parking stalls to the North of the current parking

lot; and a new ingress/egress leading into the newly constructed parking stalls. Below is an aerial depiction of the outdoor improvements:



Construction on the public improvements is anticipated to commence in fall of 2023 and be completed in spring of 2024, depending on contractor scheduling and Redeveloper’s ability to obtain initial financing. Once the improvements and renovations have been completed, Redeveloper intends to lease Suites 2 and 4 to Little Cubs Daycare for operation of a daycare. The Project Site does not have sufficient infrastructure or amenities to support the daycare at this point. Redeveloper is willing to construct the required infrastructure and complete the required renovations to support the Project, but the Redeveloper does not have sufficient funds to pay for the necessary infrastructure improvements or renovations. Redeveloper and the City desire to utilize the tax increment generated by the private improvements constructed on the Project Site to repay the cost of completing the improvements and renovations as well as the associated expenses.

The preliminary estimated total cost of the Project is \$321,079. The total cost includes an estimated \$48,942 of TIF-eligible public costs needed to develop the Project Site and support the private improvements. The breakdown of preliminary estimated TIF-eligible costs is set forth on Exhibit “B”. These TIF-eligible costs are estimates, and the actual costs shall be certified upon completion of the work, as further detailed in the Redevelopment Agreement. The Redeveloper is willing to construct the public improvements and renovations subject to receiving all the TIF generated by the Project up to the total cost of the public improvements. Any specific allocation of costs between the City and Redeveloper

shall be finalized in the Redevelopment Agreement, which shall be executed before any party has any further obligations with respect to the Project.

Without TIF, construction of the improvements and renovations on the Project Site would be cost prohibitive and the City and Redeveloper could not prepare the Project Site to enable the daycare to occupy the space.

Tax Increment Financing

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. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of TIF Indebtedness pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and
- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond resolution, in the redevelopment project in excess of the Base Tax Amount, if any, shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

The Project will support approximately \$31,400 in TIF Indebtedness based upon the projected base value of \$777,483, an anticipated completed valuation of \$970,329, and a 6.5% interest rate for the TIF Note. The TIF-eligible uses identified by the Redeveloper, 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 \$31,400. The final, actual cost of all TIF-eligible expenses shall be certified by Redeveloper upon completion of construction.

The first year that the tax increment is anticipated to be captured will be either 2024 or 2025, depending on the construction schedule and any partial valuation in 2024 during construction. The real property ad valorem taxes on the

base valuation will continue to be paid to the appropriate taxing jurisdictions. The increase will come from development of the Project Site for operation as a daycare as previously described. The projected TIF Sources and Uses are set forth in more detail on the attached and incorporated Exhibit “B”. The costs of the eligible improvements are estimates, and more detail shall be set forth in the Redevelopment Agreement for the Project.

Statutory Elements

A. Property Acquisition, Demolition and Disposal

No public acquisition or disposal of private property or relocation of families or businesses is necessary to accomplish the Project. Redeveloper owns the Project Site.

B. Population Density

The proposed development of the Project Site is the renovation of a portion of a commercial building and associated street and parking improvements. As such, the Project will not materially increase the population density in the Redevelopment Area.

C. Land Coverage

The Project will comply with all land coverage requirements in the City of Seward.

D. Traffic Flow, Street Layouts, and Street Grades

The Project is anticipated to increase traffic to and from the Project Site. The existing public streets are sufficient to support the Project. Nonetheless, Redeveloper will use the Tax Increment Financing (“TIF”) generated from the Project to add an additional ingress/egress to the Project site. This Project will facilitate safer traffic flow in and out of Project Site. These public improvements will address any traffic and street concerns created by the Project and provide a general benefit to traffic in the area.

E. Parking

Redeveloper will expand the lot to add additional parking stalls to the North of the current lot. The expanded parking lot will meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is located in the City of Seward I-1 Limited Industrial District. The daycare is a permitted use within said zoning district. The daycare operator shall be required to obtain the necessary licensure and comply with Section 410-31.4 of the Seward Zoning Regulations. No additional zoning, building code, or ordinance changes will be necessary for the Project. Redeveloper shall be responsible for any further zoning changes that are necessary.

Comprehensive Plan

The comprehensive plan for the City, prepared by RDG Planning & Design, Inc., was adopted by the City on January 15, 2019 (the “Comprehensive Plan”). The Project conforms to the Comprehensive Plan. Of particular note are the community goals identified in the Comprehensive Plan, including:

- Promote a strong retail, restaurant and *service* economy.
- Focus business recruitment, incubation, and retention efforts on sectors that complement the overall character of the City including its strengths, its people, and its vision for the future.
- Promote infill development and neighborhood reinvestment. This type of development reduces costly infrastructure extension by developing on under-utilized infill properties or in strategic locations adjacent to existing development.

The Comprehensive Plan supports the use of TIF:

- Seward has identified a redevelopment area in the southern core of the city where projects can already receive tax increment financing to assist qualifying projects such as infill development.

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 the Redeveloper

The CRA has determined that: (i) without the use of TIF, this Project would not be feasible and could not be developed on the Project Site; and (ii) no families will be displaced or relocated from the Project Site based upon this Project. Redeveloper has represented that Redeveloper does not intend to file an application with the Department of Revenue to receive tax incentives under the ImagiNE Act for the Project.

EXHIBIT "A"
Legal Description of Project Site

Lot C, Administrative Replat of South Crest 4th Addition, City of Seward, Seward County, Nebraska.

EXHIBIT "B"
Projected TIF Sources and Uses

TIF SOURCES: TIF authorized up to the amount of \$31,400, based upon the anticipated cost of the eligible TIF uses described below.

Assumptions:

Tax Levy:	1.716009
Project Site Base Value	\$777,483
Interest Rate	6.5%

TIF Calculation:

	Value	Taxes
Base Year	\$777,483	\$13,342
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Arch. & Eng. Fees	\$	10,000
Legal Fees	\$	7,500
3% Amin. Fee	\$	942
Total Eligible Expenses	\$	48,942

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

The cost-benefit analysis for the 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. The costs and benefits of the Project are identified as follows:

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 tax shift is as follows:

a.	Estimated Base Project Area Valuation:	\$777,483
b.	Max. Projected Completed Project Assessed Valuation:	\$970,329
c.	Projected Tax Increment Base (b. minus a.):	\$192,846
d.	Estimated Tax Levy:	1.716009
e.	Annual Projected Tax Shift:	\$3,309

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 an assumed levy rate that will vary from year to year. The completed values will depend on the county assessor’s yearly assessment of the Project Site. There has been no accounting for incremental growth or change in the tax levy over the 15-year TIF period.

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. The Redeveloper anticipates expenditures of approximately \$331,079 for the Project, and approximately \$48,942 in eligible public improvements. The public improvements include the construction of an ingress/egress as well as the expansion of the existing parking lot including a driveway for traffic flow.

The Project improvements will have a material beneficial impact on the City, and the Project will not have a material adverse effect on any community public services.

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

The redevelopment of the Project Site 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 redevelopment of the Project Site, 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. The daycare will also require and pay for City services. It is not anticipated that the redevelopment of the Project Site will have any material adverse impact on such City services, and the City will generate revenue providing support for those services. The City has determined that the redevelopment of the Property and the City service requirements generated by said redevelopment are a desired, positive result and will not overburden or negatively impact the City.

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

The Project is not anticipated to have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the Redevelopment Area. In general, the overall redevelopment of the Property will have a material positive impact on employers and employees of firms locating or expanding within the boundaries of the area of the Property or the Redevelopment Area. The Project will fulfill a great need for additional childcare capacity in the community, which will allow employees to provide care for their children during working hours. This is viewed as a positive impact for employers, because without sufficient childcare facilities, more employees must care for their children during the working hours, which lessens the available workforce.

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 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 eligible improvements for this Project shall enhance the aesthetics and decrease the blighted and substandard conditions of the Redevelopment Area, all of which will benefit all employers in the area.

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 Project will result in the creation of a childcare facility in the City, which is intended to increase employment. At full capacity, Little Cubs Daycare will create 11 full-time jobs (director, assistant director, teachers) and 9 part-time jobs (teachers, kitchen aides, etc.). The increase in employment because of the project is not anticipated to substantially affect the school population. The Project is intended to create desired growth in the community and provide additional childcare facilities to address the existing childcare gap.

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

Seward County is in great need of additional childcare capacity. In collaboration with the Nebraska Children and Families Foundation and their Communities for Kids initiative, Redeveloper has documented Seward County's childcare service gap to be approximately 189 children, surpassing the county's current licensed capacity by 31 percent. These children, ages zero to five, have no available spot for them in our existing licensed facilities in the county. County providers are either at capacity or do not have the workforce necessary to serve more families. According to the Center for American Progress, Seward County is classified as a "childcare desert." Without childcare, small towns across Nebraska are finding it difficult to attract new people, especially young people, to their communities. Seward County needs these individuals to fill local jobs and support our businesses.

The project is not economically feasible as designed without tax increment financing. Neither Redeveloper nor Little Cubs Daycare have the capacity to pay for the parking lot expansion and ingress/egress without the use of TIF. The extension of the parking lot and addition of the ingress/egress would not occur in the Redevelopment Area without TIF. This project will facilitate safer traffic flow in and out of Little Cubs Daycare and support the other two tenants in the building as well, including DHHS. Particularly during drop-off and pick up times for Little Cubs Daycare, the additional ingress/egress will increase the safety of the site as parents and children walk to and from their vehicles. Providing easier physical access to governmental facilities like DHHS through an additional point of ingress/egress and better parking areas also provides a community benefit.

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

7. Summary of Findings:

The Project will increase the City's tax base, without material adverse effects on either public or private entities. The Project will increase property tax revenue in the long-term. The Project will facilitate the development of a blighted and substandard area and the use of TIF will help reduce public cost and City

obligations for the cost of public infrastructure improvements. The benefits outweigh the costs of the proposed Project.

4889-4018-5971, v. 2

**PLANNING COMMISSION
CITY OF SEWARD, NEBRASKA**

RESOLUTION # _____

(Amendment to Redevelopment Plan – SCCDP Redevelopment Project)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SEWARD, NEBRASKA, MAKING A RECOMMENDATION TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD AND THE CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA, WITH RESPECT TO THE AMENDMENT OF THE REDEVELOPMENT PLAN FOR THE CITY OF SEWARD, NEBRASKA, INCLUDING THE SCCDP REDEVELOPMENT PROJECT.

RECITALS

A. The Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) has submitted the question of whether 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 in the Redevelopment Area identified in the said amendment (“Project Site”). A copy of said amendment to the Redevelopment Plan is on file and available for public inspection with the City Clerk (the “Amendment”).

B. Notice of public hearing regarding the question of whether the Redevelopment Plan should be recommended to the City Council and ultimately be adopted and approved by the City 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.

C. On September 11, 2023, the Planning Commission held a public hearing relating to the question of whether the Amendment to the Redevelopment Plan should be recommended to the City Council and ultimately 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.

D. The Planning Commission has reviewed the Amendment to the Redevelopment Plan and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, it is found and recommended by the Planning Commission of the City of Seward, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2155 (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 Amendment to the Redevelopment Plan 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 Amendment to the Redevelopment Plan 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.

BE IT RESOLVED, that pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Planning Commission does hereby recommend: (i) recommendation of the Redevelopment Plan by the CRA to the City Council, and (ii) approval of the Amendment to the Redevelopment Plan by the City Council as the governing body for the City of Seward.

Passed and approved by the Planning Commission on this 11th day of September 2023.

PLANNING COMMISSION OF THE CITY
OF SEWARD, NEBRASKA

By: _____
Chairperson

§ 410-31.4. Civic uses.

A. Clubs. Clubs located adjacent to residential uses shall maintain a bufferyard of not less than 15 feet along the common boundary with such residential use.

B. Day-care centers (general).

(1) Each day-care center (general) must be validly licensed by either the State of Nebraska or the appropriate governmental agency.

(2) Each facility shall provide a minimum of 50 square feet of outdoor play area per child, fully enclosed by a fence or wall that is at least 42 inches but not more than 72 inches in height. Play areas shall be easily accessible from the main facility and be free of hazards, including potential traffic hazards.

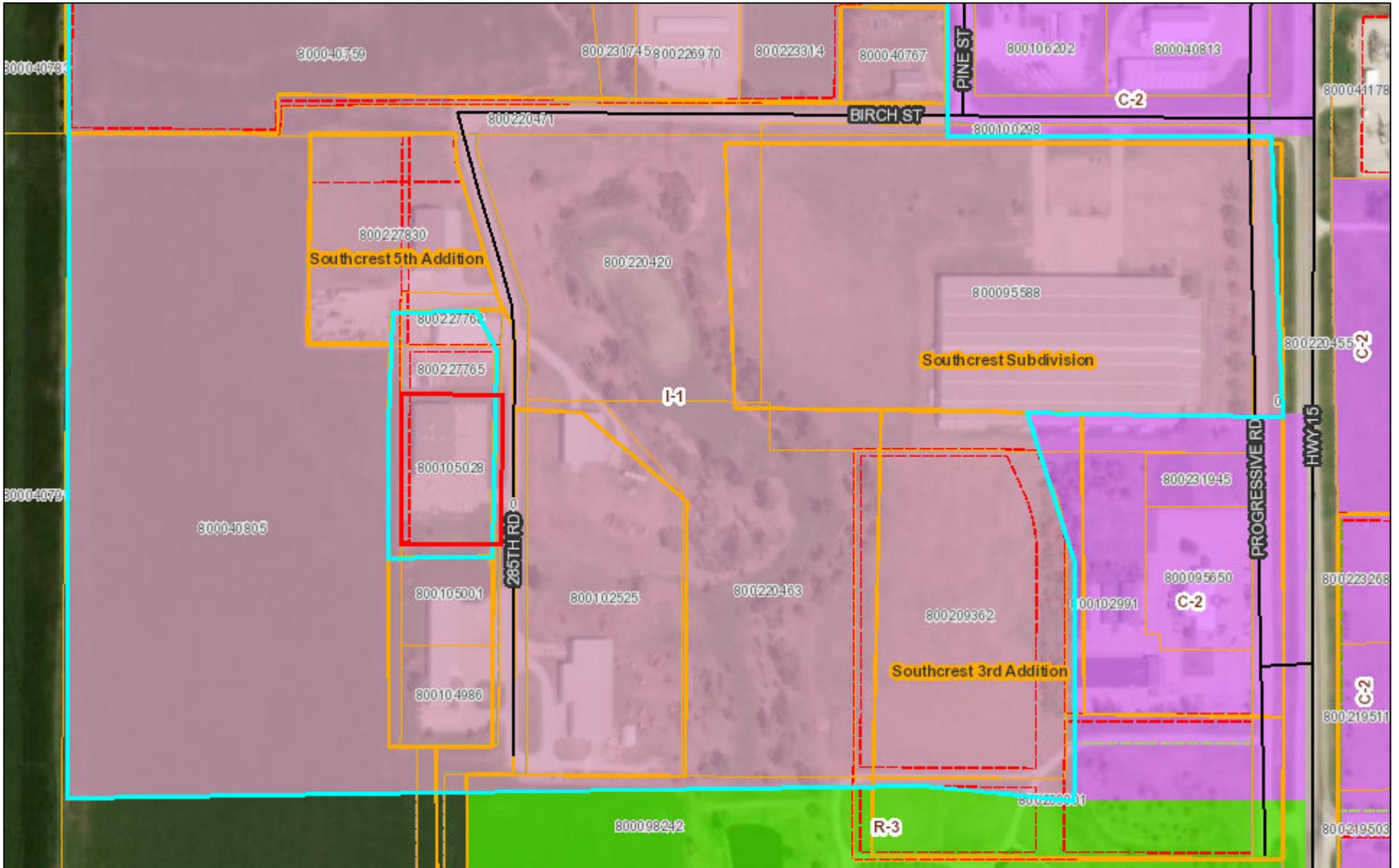
(3) Conditional use permit applications for general day-care centers shall specify the number and projected ages of children to be cared for at the facility, and the number of projected full- and part-time staff.¹

C. Group-care facilities and group homes.

(1) Each group-care facility or group home must be validly licensed by either the State of Nebraska or the appropriate governmental agency.

(2) Group homes are permitted in the CBD District only on levels above street level, except that a facility specifically designed for occupancy by disabled residents may be developed at street level, subject to approval as a conditional use by the Planning Commission.

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



September 8, 2023
12:34 PM

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

1:4,626

Sidewalks

— ADA Sidewalk

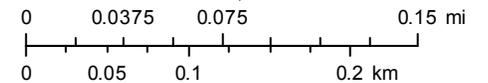
— Deficient Sidewalk

— Missing Sidewalk

— Streets

— Parcels

— Subdivisions



**ADMINISTRATIVE ITEMS
REPORTS**

1. Report on Meetings Attended

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

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

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

Derek Bargmann, City Clerk

Date