



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

Tuesday, May 21, 2024

7:00 PM

Municipal Building Council Chambers

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, May 21, 2024, 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

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

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

ROLL CALL

PRESENTATION OF THE CITY OF SEWARD AS A NEBRASKA ECONOMIC DEVELOPMENT CERTIFIED COMMUNITY - DAVE HONZ, NDED

April 22, 2024

Jonathan Jank, President & CEO

616 Bradford Street

Seward, NE 68434

RE: Economic Development Certified Community (EDCC) Recertification Application

Dear Jonathan,

Congratulations! The Nebraska Diplomats are pleased to congratulate the City of Seward on recertification in the Nebraska Economic Development Certified Community program.

The Department will be sending out a press release to announce that Seward has been recertified in the Economic Development Certified Community program. Please submit a few bullet points about Seward that you would like to include in the press release, such as recent economic development accomplishments of the city and any information the community would like to include as quotes. You can submit the information to me via email. The Department requests that the City does not make a public announcement on the recertification until we have issued the press release.

The Department would also like to recognize the City's Recertification at a Seward City Council meeting, or another special event organized locally when you are comfortable. Please think about how you would like to do this, and we will work with you to be flexible.

Through the recertification designation, the city can continue to use the EDCC logo on the City's marketing material. Please continue to be diligent in keeping the City's website and LOIS information up to date.

The recertification will be good for five years, or until April 2029. You will receive a courtesy notification prior to this date. If you have questions, please feel free to contact me at ashley.gerlach@nebraska.gov or 308-655-0919.

Again, congratulations!

Sincerely,

Ashley Rice-Gerlach, EDCC Program Manager

CONSENT AGENDA

1. City Codes Director Report

CURRENT YEAR: April 2024

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 2,221.10	\$ 276,442.39
REMODEL/ADDIT.	16	\$ 1,097.60	\$ 193,966.83
ACCESSORY	11	\$ 260.40	\$ 30,586.31
RELOCATE	16	\$ 850.00	\$ 149,769.06
ELECTRIC			
PLUMBING	17	\$ 1,260.00	
MECHANICAL	7	\$ 1,892.60	
SEWER TAP	1	\$ 250.00	
TEMP. WATER	1	\$ 120.00	
WATER TAP	1	\$ 838.00	
TEMP. ELEC.	1	\$ 50.00	
ELECTRIC SER.	1	\$ 200.00	
TOTALS	73	\$ 9,039.70	\$ 650,764.59

LAST YEAR: April 2023

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	5	\$ 11,591.30	\$ 1,560,489.20
REMODEL/ADDIT.	11	\$ 1,404.75	\$ 304,397.44
ACCESSORY	11	\$ 243.26	\$ 33,575.00
RELOCATE	61	\$ 5,782.00	\$ 2,596,733.23
ELECTRIC		\$ -	\$ -
PLUMBING	17	\$ 1,260.00	\$ -
MECHANICAL	11	\$ 1,075.00	\$ -
SEWER TAP	5	\$ 1,250.00	\$ -
WATER TAP	5	\$ 4,190.00	\$ -
TEMP. ELEC.	5	\$ 250.00	\$ -
ELECTRIC SER.	5	\$ 1,000.00	\$ -
TOTALS	136	\$ 28,046.31	\$ 4,495,194.87

YEAR TO DATE January to December 2024

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	6	\$ 11,110.53	\$ 2,017,952.97
REMODEL/ADDIT.	51	\$ 9,766.50	\$ 3,582,545.05
ACCESSORY	41	\$ 1,318.12	\$ 108,852.02
RELOCATE	31	\$ 3,752.00	\$ 1,616,787.35
ELECTRIC		\$ -	\$ -
PLUMBING	51	\$ 3,815.00	\$ -
MECHANICAL	27	\$ 3,692.60	\$ -
SEWER TAP	4	\$ 1,000.00	\$ -
TEMP. WATER	4	\$ 480.00	\$ -
WATER TAP	4	\$ 3,352.00	\$ -
TEMP. ELEC.	2	\$ 100.00	\$ -
ELECTRIC SER.	2	\$ 400.00	\$ -
TOTALS	223	\$ 38,786.75	\$ 7,326,137.39

YEAR TO DATE January to December 2023

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	9	\$ 20,304.76	\$ 3,241,603.59
REMODEL/ADDIT.	71	\$ 10,291.94	\$ 2,927,639.64
ACCESSORY	35	\$ 2,758.08	\$ 171,596.31
RELOCATE	168	\$ 12,097.00	\$ 4,475,186.98
ELECTRIC		\$ -	\$ -
PLUMBING	37	\$ 3,065.00	\$ -
MECHANICAL	37	\$ 12,541.00	\$ -
SEWER TAP	9	\$ 2,250.00	\$ -
WATER TAP	9	\$ 7,542.00	\$ -
TEMP. ELEC.	7	\$ 350.00	\$ -
ELECTRIC SER.	9	\$ 1,800.00	\$ -
TOTALS	391	\$ 72,999.78	\$ 10,816,026.52

OPEN Property Maintenance Code Violation Report

					Updated 5-16-2024
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2024					
317 S 3rd St	Grass/weeds	5/20/2024	Cottonwood Rentals/Sarah Moore	Phone Call	5-15-2024 CSO Arena contacted Sarah Moore stating the grass is still not cut. She has till Monday to get it done or the City will go in and mow and assess the allowed fee. 5-10-2024 Dworak contacted Sarah Moore regarding the grass height. She said she has a company hired and they were suppose to have mowed. It to be done over the weekend.
416 N 1st	Trash/Garbage	4/22/2024	Rudolph Nuttleman		CSO Arena received the call. 4-15-24 he will take pictures of the issue, notified the landowner and give 1 week to remedy the issue.
107 South St	Protective treatment, decayed siding, soffits and facsias, windows boarded up, decayed roof	4/15/2024	Jane Kroeger	Certified Mail	5-16-2024, received the green cert card back showing she received the letter. Waiting on updates from the owner. Mailed Cert. letter of violation and Inspection Warrant Waiver to inspect the interior of the structure.
1115 N Columbia	Protective treatment, decayed siding, soffits and facsias, decayed roof	5/1/2024	Lori Canning 1115 N Columbia Seward, NE 68434	Phone Call	5-13-2024, Dworak spoke with Evan regarding the home. He stated his is buying the home, Lori is moving into an apartment, and he has hired a landscaping company to maintain the yard Son, Evan Canning, is relocating to Seward May 2024 to assist Lori with the clean up and renovation of the property and structure.
520 E Hillcrest	Snow Removal	1/23/2024	Clay Shepherd	Phone Call	1-22-24 CSO Arena contacted the owner regarding snow removal and the rules. 1-23-24 the sidewalk has been cleared.
410 E Seward	Unlicensed recreation vehicles	2/6/2024	Bob Payne Jr	Phone Call	1-23-2024 CSO Arena contacted Bob Payne regarding the unlicensed recreational vehicles and their location. Payne stated he would have them moved in two weeks and place them behind the tree line.

OPEN Property Maintenance Code Violation Report

1340 Fairlane	Snow Removal	1/11/2024	Barbara Osborne 903 406th Rd Beaver Crossing, NE 68313	In Person	1-10-24 CSO Arena made contact with the tenant. They will get it taken care of today.
339 E Bek	Snow Removal	1/11/2024	Gerald Gerler 1332 Rainbow Ave Seward, NE	Letter	On 1-10-24 COS Arena left a red tag on the door of the residence. His is waiting to hear back. 1-23-2024 the sidewalk has been cleared.

2. City Treasurer Report

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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As Of 4/30/2024

Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		
							Original Face	Market Value	
COMM: COMMERCE BANK	164543BF6	AFS	CHERRY CO NE 40 12/15/40	3.00	Aa3	200,000.00 100.00%	200,000.00	201,297.16	199,060.00
COMM: COMMERCE BANK	082152CN7	AFS	BENNET VLG -REF NE 26 02/15/26	0.75		185,000.00 100.00%	185,000.00	185,000.00	175,572.40
COMM: COMMERCE BANK	148006EZ8	AFS	CASS CO SD #1 NE 26 12/15/26	2.35		200,000.00 100.00%	200,000.00	200,000.00	194,970.00
COMM: COMMERCE BANK	25932KCL7	AFS	DOUGLAS SID #404-REF NE 27 08/15/27	1.75		225,000.00 100.00%	225,000.00	225,000.00	216,159.75
COMM: COMMERCE BANK	869325CL2	AFS	SUTHERLAND -REF NE 28 06/15/28	0.95		140,000.00 100.00%	140,000.00	140,000.00	127,393.00
COMM: COMMERCE BANK	25932KCM5	AFS	DOUGLAS SID #404-REF NE 28 08/15/28	1.85		230,000.00 100.00%	230,000.00	230,000.00	217,807.70
COMM: COMMERCE BANK	25933AFG6	AFS	DOUGLAS SID #492-REF NE 28 08/15/28	3.20		175,000.00 100.00%	175,000.00	175,000.00	169,216.25
COMM: COMMERCE BANK	123540GD2	AFS	BUTLER CO SD - 0056 NE 28 12/15/28	1.35		150,000.00 100.00%	150,000.00	150,000.00	136,999.50
COMM: COMMERCE BANK	80373YCT1	AFS	SARPY CO SID #158-REF NE 29 11/15/29	3.10		155,000.00 100.00%	155,000.00	155,000.00	149,959.40
COMM: COMMERCE BANK	920340BQ8	AFS	VALPARAISO RURAL FIRE NE 3C 07/15/30	2.10		75,000.00 100.00%	75,000.00	75,000.00	69,711.75
COMM: COMMERCE BANK	486890X92	AFS	KEARNEY NE 30 10/15/30	2.60	A+	150,000.00 100.00%	150,000.00	150,000.00	146,491.50
COMM: COMMERCE BANK	0792124W3	AFS	BELLEVUE-REF NE 30 12/15/30	3.10		250,000.00 100.00%	250,000.00	250,000.00	243,242.50
COMM: COMMERCE BANK	751265RA9	AFS	RALSTON-VEHICLE NE 32 06/01/32	3.70		300,000.00 100.00%	300,000.00	300,000.00	300,126.00

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Pledges By Pledgee And Maturity

BBA

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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As Of 4/30/2024

Receipt# Safekeeping Location	CUSIP Location	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Original Face	Pledged		
								Par	Book Value	Market Value
COMM: COMMERCE BANK	25932WDR7	AFS DOUGLAS CO #517 NE 32 08/15/32		2.70		235,000.00 100.00%	235,000.00	235,000.00	235,000.00	214,587.90
COMM: COMMERCE BANK	661615UB8	AFS N PLATTE-REF NE 32 12/15/32		3.00	A	200,000.00 100.00%	200,000.00	200,000.00	200,006.86	197,546.00
COMM: COMMERCE BANK	80378TEW8	AFS SARPY SID #257-REF NE 33 10/15/33		3.85		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	235,505.00
COMM: COMMERCE BANK	698864HR9	AFS PAPIILLION MUNI FACS NE 33 12/15/33		3.00	Aa1	175,000.00 100.00%	175,000.00	175,000.00	175,210.64	163,968.00
COMM: COMMERCE BANK	818468BN9	AFS SEWARD-REF NE 33 12/15/33		2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	400,000.00	367,756.00
COMM: COMMERCE BANK	943776KA1	AFS WAVERLY NE 34 06/01/34		2.95		335,000.00 100.00%	335,000.00	335,000.00	335,000.00	315,131.15
COMM: COMMERCE BANK	840372SX5	AFS SOUTH SIOUX CITY-REF NE 36 08/01/36		2.20		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	174,328.00
COMM: COMMERCE BANK	25929PDW6	AFS DOUGLAS SID #491-REF NE 36 09/15/36		2.60		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	155,652.00
COMM: COMMERCE BANK	80378EDN2	AFS SARPY SID #263-REF NE 36 09/15/36		3.80		260,000.00 100.00%	260,000.00	260,000.00	260,000.00	239,556.20
COMM: COMMERCE BANK	98676TCF8	AFS YORK NE-B-REF NE 36 10/01/36		1.85		200,000.00 100.00%	200,000.00	200,000.00	198,903.02	161,224.00
COMM: COMMERCE BANK	23087RHC5	AFS CUMING CO-B-REF NE 36 12/15/36		2.00		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	194,672.50
COMM: COMMERCE BANK	68905WFK3	AFS OTOE CO NE SD #501-B NE 36 12/15/36		1.70	Aa3	200,000.00 100.00%	200,000.00	200,000.00	200,000.00	160,158.00
COMM: COMMERCE BANK	803787DT4	AFS SARPY CO SD#46 NE 36 12/15/36		2.00	AA-	200,000.00 100.00%	200,000.00	200,000.00	201,443.03	169,370.00

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4/26/2024 8:45 AM - BLA / JNBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 4/30/2024

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Receipt# Safekeeping Location	CUSIP Location	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	25938WBX0	AFS DOUGLAS CO SID #562 NE 37 06/01/37		3.85		320,000.00 100.00%	320,000.00	320,000.00	285,344.00
COMM: COMMERCE BANK	80377XCV4	AFS SARPY CO SID #190-REF NE 37 10/15/37		4.00		205,000.00 100.00%	205,000.00	205,000.00	187,693.90
COMM: COMMERCE BANK	25929RCY9	AFS DOUGLAS CO SID #485 NE 38 05/15/38		2.65		200,000.00 100.00%	200,000.00	200,000.00	166,988.00
COMM: COMMERCE BANK	25933VBY5	AFS DOUGLAS CO SANTN 559 NE 38 06/15/38		4.10		165,000.00 100.00%	165,000.00	165,000.00	149,889.30
COMM: COMMERCE BANK	25932EDK2	AFS DOUGLAS CO SID #438 NE 38 08/15/38		4.20		250,000.00 100.00%	250,000.00	250,000.00	250,212.50
COMM: COMMERCE BANK	80373RDR9	AFS SARPY CO DT #220-REF NE 38 08/15/38		4.05		170,000.00 100.00%	170,000.00	170,000.00	166,875.40
COMM: COMMERCE BANK	80387LAP3	AFS SARPY CO SAN & IMP DT NE 38 08/15/38		2.75		290,000.00 100.00%	290,000.00	290,000.00	232,606.10
COMM: COMMERCE BANK	72778PCU5	AFS PLATTE CO SD #5 NE 38 12/15/38		2.00	AA-	200,000.00 100.00%	200,000.00	200,228.01	165,564.00
COMM: COMMERCE BANK	80379KDH0	AFS SARPY CO SID #272-REF NE 38 12/15/38		4.40		215,000.00 100.00%	215,000.00	215,000.00	200,835.80
COMM: COMMERCE BANK	25934MCK3	AFS DOUGLAS SID #531-REF NE 39 01/15/39		4.35		200,000.00 100.00%	200,000.00	200,000.00	184,760.00
COMM: COMMERCE BANK	25936ECH6	AFS DOUGLAS CO SID #561 NE 39 01/15/39		4.35		180,000.00 100.00%	180,000.00	180,000.00	166,284.00
COMM: COMMERCE BANK	25930BEE3	AFS DOUGLAS CO SID #504 NE 39 08/15/39		3.40		215,000.00 100.00%	215,000.00	215,000.00	181,718.00
COMM: COMMERCE BANK	25931EGP9	AFS DOUGLAS CO SAN #503 NE 39 08/15/39		2.65		225,000.00 100.00%	225,000.00	225,000.00	172,239.75

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4/26/2024 8:45 AM - BLA / JNBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 4/30/2024

Receipt# Safekeeping Location	CUSIP Location	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	80373XBC1	AFS SARPY CO SAN & IMPT NE 39 08/15/39		2.60		200,000.00 100.00%	200,000.00	200,000.00	158,042.00
COMM: COMMERCE BANK	80373YDV5	AFS SARPY CO SID#158-REF NE 39 08/15/39		2.95		190,000.00 100.00%	190,000.00	190,000.00	170,861.30
COMM: COMMERCE BANK	25931BEJ1	AFS DOUGLAS SID #507-REF NE 40 05/01/40		3.15		185,000.00 100.00%	185,000.00	185,000.00	148,777.00
COMM: COMMERCE BANK	25933VDM9	AFS DOUGLAS CO SD #559 NE 40 05/15/40		3.40		175,000.00 100.00%	175,000.00	175,000.00	163,332.75
COMM: COMMERCE BANK	25930LDG7	AFS DOUGLAS CO NE SID#530 NE 40 09/15/40		3.00		150,000.00 100.00%	150,000.00	150,000.00	116,199.00
COMM: COMMERCE BANK	25933EEG9	AFS DOUGLAS CO SAN & IMPT NE 4C 11/15/40		3.15		190,000.00 100.00%	190,000.00	190,000.00	165,636.30
COMM: COMMERCE BANK	80388MBJ3	AFS SARPY CNTY SANITATION NE 4C 12/15/40		4.00		240,000.00 100.00%	240,000.00	240,000.00	198,876.00
COMM: COMMERCE BANK	61775EV9	AFS MORRILL CO NE 41 06/15/41		2.25		240,000.00 100.00%	240,000.00	240,000.00	182,071.20
COMM: COMMERCE BANK	25936EDY8	AFS DOUGLAS CO SID #561 NE 41 07/15/41		2.90		235,000.00 100.00%	235,000.00	235,000.00	181,772.50
COMM: COMMERCE BANK	25939LDA1	AFS DOUGLAS CO SID #567 NE 41 07/15/41		2.75		200,000.00 100.00%	200,000.00	200,000.00	134,514.00
COMM: COMMERCE BANK	25930LDN2	AFS DOUGLAS CO SAN #530 NE 41 08/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	151,692.00
COMM: COMMERCE BANK	80379QBT3	AFS SARPY CO NE SAN-REF NE 41 08/15/41		2.75		255,000.00 100.00%	255,000.00	255,000.00	192,343.95
COMM: COMMERCE BANK	80387LAS7	AFS SARPY CO SAN & IMP DT NE 41 08/15/41		2.90		200,000.00 100.00%	200,000.00	200,000.00	151,582.00

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As Of 4/30/2024

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							Original Face	Par	
COMM: COMMERCE BANK	25938MDE2	AFS DOUGLAS CO SAN & IMPT NE 41 09/01/41		2.80		200,000.00 100.00%	200,000.00	200,000.00	144,148.00
COMM: COMMERCE BANK	25933EFW3	AFS DOUGLAS CO NE SAN-B NE 41 09/15/41		2.85		235,000.00 100.00%	235,000.00	235,000.00	158,622.65
COMM: COMMERCE BANK	25939HCU7	AFS DOUGLAS CO SID#563 NE 41 11/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	151,002.00
COMM: COMMERCE BANK	119483EL5	AFS BUFFALO CO SD #0009 NE 41 12/15/41		2.00	A1	200,000.00 100.00%	200,000.00	194,263.55	143,336.00
COMM: COMMERCE BANK	259327W42	AFS DOUGLAS CO SD #17 NE 41 12/15/41		4.00	AA	250,000.00 100.00%	250,000.00	258,210.40	252,445.00
COMM: COMMERCE BANK	25932XDN4	AFS DOUGLAS CO NE SID-REF NE 41 12/15/41		2.75		250,000.00 100.00%	250,000.00	250,000.00	192,345.00
COMM: COMMERCE BANK	25940KAS4	AFS SID DOUGLAS #596-REF NE 41 12/15/41		2.75		275,000.00 100.00%	275,000.00	275,000.00	181,717.25
COMM: COMMERCE BANK	808290FV7	AFS SCHUYLER NE 42 03/15/42		2.75		250,000.00 100.00%	250,000.00	250,000.00	178,905.00
COMM: COMMERCE BANK	80376KBN2	AFS SARPY CO SID #334 NE 42 05/15/42		3.70		215,000.00 100.00%	215,000.00	215,000.00	182,257.65
COMM: COMMERCE BANK	25932XEH6	AFS DOUGLAS CO SID #524 NE 42 09/15/42		4.65		250,000.00 100.00%	250,000.00	250,000.00	236,722.50
COMM: COMMERCE BANK	25929MEM4	AFS DOUGLAS CO SID #405-R NE 42 11/15/42		3.55		250,000.00 100.00%	250,000.00	250,000.00	186,290.00
COMM: COMMERCE BANK	25931EGT1	AFS DOUGLAS CO SAN & IMPT NE 42 11/15/42		5.25		300,000.00 100.00%	300,000.00	300,000.00	300,723.00
COMM: COMMERCE BANK	25937XCT7	AFS DOUGLAS CO SAN#570 NE 42 11/15/42		5.05		240,000.00 100.00%	240,000.00	240,000.00	240,504.00

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Jones Bank - Seward, NE

As Of 4/30/2024

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								Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	25939HDQ5	AFS	DOUGLAS CO SAN #563 NE 42 11/15/42		5.15		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	190,397.10
COMM: COMMERCE BANK	006058DK4	AFS	ADAMS CO NE 42 12/15/42		4.00	AA-	300,000.00 100.00%	300,000.00	309,032.90	309,032.90	298,233.00
COMM: COMMERCE BANK	122873AR3	AFS	BURT CO SCH DT#0020 NE 42 12/15/42		4.38	A2	250,000.00 100.00%	250,000.00	246,113.64	246,113.64	250,585.00
COMM: COMMERCE BANK	98636PB16	AFS	YORK CO SCH DT#96 NE 42 12/15/42		4.50	Aa3	250,000.00 100.00%	250,000.00	253,706.23	253,706.23	252,150.00
COMM: COMMERCE BANK	80387HCA3	AFS	SARPY CO SID #304 NE 43 05/15/43		5.00		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	186,442.00
COMM: COMMERCE BANK	3132DMPY5	AFS	FRLMC 30YR 03/01/50	SD0439	3.50		1,000,000.00 100.00%	1,000,000.00	564,337.14	616,453.52	491,317.56
71 Securities Pledged To: 1010 - CITY TREASURER								16,340,000.00	15,904,337.14	15,969,868.96	13,941,017.96

CASH IN BANK \$11,186,364.19

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.
4/26/2024 8:45 AM - BLA / JNBT

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

**Pledged Securities Detail
April 30, 2024**

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
									Book Value	Par Value	Carrying Value
PLEDGEE: CITY OF SEWARD (02)											
CMO	3137AWU78 FHR 4145 AC	1.250	185157011-1		12/15/2027	1,500,000.00	1,500,000.00	25,974.71	25,974.71	25,068.11	25,068.11
D02/02					AFS	25,974.71	100.00%	25,929.38		27.06	25,095.17
CMO	3137B0NV2 FHR 4176 EC	1.500	185157163-1		9/15/2025	2,000,000.00	2,000,000.00	23,338.00	23,338.00	22,726.91	22,726.91
D02/02					AFS	23,338.00	100.00%	23,314.64		29.17	22,756.08
GNMA	36176W2B6 GNMA POOL 778670	4.000	185168920-1		12/15/2026	560,000.00	560,000.00	19,069.43	19,069.43	18,323.62	18,323.62
D02/02					AFS	19,069.43	100.00%	19,375.49		63.56	18,387.18
GNMA	36179V3Q1 GNMA2 POOL MAY7107	2.500	177018890-1		1/20/2036	500,000.00	500,000.00	255,585.51	255,585.51	231,700.21	231,700.21
D02/02					AFS	255,585.51	100.00%	266,944.86		532.47	232,232.68
GNMA	3620A9QG9 GNMA POOL 723255	3.500	185171527-1		9/15/2024	750,000.00	750,000.00	1,182.77	1,182.77	1,164.65	1,164.65
D02/02					AFS	1,182.77	100.00%	1,185.98		3.45	1,168.10
GNMA	3620ARB59 GNMA POOL 737260	3.500	185171588-1		5/15/2025	1,000,000.00	1,000,000.00	7,873.27	7,873.27	7,493.15	7,493.15
D02/02					AFS	7,873.27	100.00%	7,908.68		22.96	7,516.11
MBS	3128MDW74 FGLM FHLMC POOL G14970	3.500	177039340-1		12/1/2028	1,450,000.00	1,450,000.00	137,656.52	137,656.52	133,277.67	133,277.67
D02/02					AFS	137,656.52	100.00%	142,621.89		401.50	133,679.17
MBS	3128MEHL8 FGLM FHLMC POOL G15435	5.000	185145155-1		11/1/2024	557,000.00	557,000.00	1.20	1.20	1.19	1.19
D02/02					AFS	1.20	100.00%	1.21		0.00	1.19
MBS	3128MMLQ4 FGLM FHLMC POOL G18334	4.500	185145399-1		12/1/2024	1,015,000.00	1,015,000.00	1,761.84	1,761.84	1,723.04	1,723.04
D02/02					AFS	1,761.84	100.00%	1,767.24		6.61	1,729.65
MBS	3128PNBR8 FGLM FHLMC POOL J09948	4.000	185147186-1		7/1/2024	1,300,000.00	1,300,000.00	406.72	406.72	404.38	404.38
D02/02					AFS	406.72	100.00%	407.25		1.36	405.74

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

Pledged Securities Detail

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April 30, 2024

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Book Value	Carrying Value	Market Value
MBS	3128PQ4E8 FHLMC POOL J11721	4.500		185147195-1		2/1/2025	1,200,000.00	1,200,000.00	3,031.56	3,014.83	3,014.83	
D02/02						AFS	3,031.56	100.00%	3,051.04	11.37	3,026.20	
MBS	3128Q0GL5 FHLMC POOL J19203	4.000		185147608-1		5/1/2027	425,000.00	425,000.00	13,673.46	13,382.08	13,382.08	
D02/02						AFS	13,673.46	100.00%	13,964.45	45.58	13,427.66	
MBS	31329KRS5 FHLMC POOL ZA2297	3.000		177051131-1		4/1/2033	1,000,000.00	1,000,000.00	166,371.58	152,741.55	152,741.55	
D02/02						AFS	166,371.58	100.00%	159,236.08	415.93	153,157.48	
MBS	3132A8S34 FHLMC POOL ZS7738	2.500		177051143-1		1/1/2031	860,000.00	860,000.00	173,197.47	160,337.56	160,337.56	
D02/02						AFS	173,197.47	100.00%	166,053.50	360.83	160,698.39	
MBS	3132CWKP8 FHLMC POOL SB0302	3.000		177046215-1		4/1/2035	810,000.00	810,000.00	331,234.60	307,523.06	307,523.06	
D02/02						AFS	331,234.60	100.00%	327,020.91	828.09	308,351.15	
MBS	3132CWSD7 FHLMC POOL SB0516	2.500		178002051-1		4/1/2036	500,000.00	500,000.00	324,497.90	293,673.57	293,673.57	
D02/02						AFS	324,497.90	100.00%	339,798.85	676.04	294,349.61	
MBS	3132CWM3 FHLMC POOL SB0620	3.500		177041150-1		8/1/2036	400,000.00	400,000.00	293,527.28	277,089.10	277,089.10	
D02/02						AFS	293,527.28	100.00%	308,777.39	856.12	277,945.22	
MBS	3133LPUE5 FHLMC POOL RD5081	1.500		177041020-1		3/1/2032	500,000.00	500,000.00	359,752.78	323,917.81	323,917.81	
D02/02						AFS	359,752.78	100.00%	355,886.62	449.69	324,367.50	
MBS	31371LQY8 FNMA POOL 255271	5.000		185155978-1		6/1/2024	500,000.00	500,000.00	35.03	35.04	35.04	
D02/02						AFS	35.03	100.00%	35.03	0.15	35.19	
MBS	31375HAP9 FNMA ARM POOL 334914	6.330		185156211-1		2/1/2026	1,000,000.00	1,000,000.00	210.37	208.55	208.55	
D02/02						AFS	210.37	100.00%	210.62	1.11	209.66	
MBS	3138AMK38 FNMA POOL AI7513	4.500		185159473-1		7/1/2026	500,000.00	500,000.00	16,274.34	16,112.90	16,112.90	
D02/02						AFS	16,274.34	100.00%	16,505.38	61.03	16,173.93	

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

Pledged Securities Detail

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
									Par Value	Book Value		
MBS FNMA	3138EJLQ9 FNMA POOL AL2134		4.000	185159924-1		7/1/2027	443,000.00	443,000.00	16,049.27	15,766.16	15,766.16	15,766.16
D02/02						AFS	16,049.27	100.00%	16,357.00	53.50	53.50	15,819.66
MBS FNMA	3138EKRM9 FNMA POOL AL3191		3.500	185160071-1		2/1/2028	500,000.00	500,000.00	21,307.13	20,082.18	20,082.18	20,082.18
D02/02						AFS	21,307.13	100.00%	21,733.30	62.15	62.15	20,144.33
MBS FNMA	3138EKX75 FNMA POOL AL3401		5.500	177039339-1		2/1/2034	2,000,000.00	2,000,000.00	239,333.62	243,395.11	243,395.11	243,395.11
D02/02						AFS	239,333.62	100.00%	263,601.61	1,096.95	1,096.95	244,492.06
MBS FNMA	3138EKXJ9 FNMA POOL AL3380		5.500	177039338-1		1/1/2034	2,000,000.00	2,000,000.00	184,258.64	187,444.47	187,444.47	187,444.47
D02/02						AFS	184,258.64	100.00%	202,072.40	844.52	844.52	188,288.99
MBS FNMA	3138ELYF4 FNMA POOL AL4309		4.000	185160221-1		10/1/2028	1,000,000.00	1,000,000.00	42,405.14	41,680.86	41,680.86	41,680.86
D02/02						AFS	42,405.14	100.00%	43,407.05	141.35	141.35	41,822.21
MBS FNMA	3138EMCY5 FNMA POOL AL4586		4.000	185160242-1		2/1/2027	575,000.00	575,000.00	12,265.54	12,111.73	12,111.73	12,111.73
D02/02						AFS	12,265.54	100.00%	12,497.36	40.89	40.89	12,152.62
MBS FNMA	3138EMPD7 FNMA POOL AL4919		3.500	184006560-1		3/1/2029	2,000,000.00	631,641.94	196,446.84	59,638.52	59,638.52	59,638.52
D02/02						AFS	196,446.84	31.58%	64,303.11	180.96	180.96	59,819.48
MBS FNMA	3138EQ5H1 FNMA POOL AL8047		3.500	176002956-1		11/1/2030	1,050,000.00	1,050,000.00	182,191.70	170,107.62	170,107.62	170,107.62
D02/02						AFS	182,191.70	100.00%	190,949.61	531.39	531.39	170,639.01
MBS FNMA	3138WDUB2 FNMA POOL AS4206		3.000	178000698-1		1/1/2030	1,160,000.00	1,160,000.00	112,891.73	106,524.23	106,524.23	106,524.23
D02/02						12/1/2014	112,891.73	100.00%	116,747.56	282.23	282.23	106,806.46
MBS FNMA	3140FBGJ3 FNMA POOL BD3800		2.000	177051139-1		7/1/2031	1,375,000.00	1,375,000.00	278,300.41	254,650.44	254,650.44	254,650.44
D02/02						AFS	278,300.41	100.00%	265,243.53	463.83	463.83	255,114.27
MBS FNMA	3140J5EA3 FNMA POOL BM1028		2.500	177039342-1		12/1/2029	1,750,000.00	1,750,000.00	211,864.94	192,030.14	192,030.14	192,030.14
D02/02						3/1/2017	211,864.94	100.00%	215,951.68	441.39	441.39	192,471.53

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

Pledged Securities Detail

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April 30, 2024

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/Pl	CUSIP Description S&P	Moody	Rate	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			
										Book Value	Par Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS	3140J5EA3 FNMA POOL BM1028	2.500			185164038-1		12/1/2029	300,000.00	300,000.00	36,319.70	36,319.70	32,919.45	32,919.45
D02/02							3/1/2017	36,319.70	100.00%	36,414.60		75.67	32,995.12
MBS	3140QGJ99 FNMA POOL CA8387	2.500			177034617-1		12/1/2035	500,000.00	500,000.00	311,824.74	311,824.74	280,716.86	280,716.86
D02/02							12/1/2020	311,824.74	100.00%	325,977.31		649.63	281,366.49
MBS	3140X9CH6 FNMA POOL FM5471	2.500			199000173-1		12/1/2035	465,000.00	465,000.00	287,576.86	287,576.86	258,897.28	258,897.28
D02/02							12/1/2020	287,576.86	100.00%	300,148.19		599.12	259,496.40
MBS	3140X9LK9 FNMA POOL FM5729	3.000			177020855-1		1/1/2041	500,000.00	500,000.00	259,700.82	259,700.82	229,052.98	229,052.98
D02/02							1/1/2021	259,700.82	100.00%	274,060.57		649.25	229,702.23
MBS	31412P2K6 FNMA POOL 931478	4.500			185164602-1		7/1/2024	2,900,000.00	2,900,000.00	1,369.12	1,369.12	1,364.30	1,364.30
D02/02							6/1/2009	1,369.12	100.00%	1,370.99		5.13	1,369.43
MBS	31417SAL4 FNMA POOL AC5410	4.500			185165282-1		10/1/2024	2,040,000.00	2,040,000.00	3,518.27	3,518.27	3,477.32	3,477.32
D02/02							10/1/2009	3,518.27	100.00%	3,530.74		13.19	3,490.51
MBS	31418AAC2 FNMA POOL MA0902	3.000			185165786-1		11/1/2026	1,000,000.00	1,000,000.00	18,824.18	18,824.18	17,218.85	17,218.85
D02/02							10/1/2011	18,824.18	100.00%	18,925.00		47.06	17,265.91
MBS	31418AKN7 FNMA POOL MA1200	3.000			177011537-1		10/1/2032	800,000.00	800,000.00	97,874.28	97,874.28	86,955.99	86,955.99
D02/02							9/1/2012	97,874.28	100.00%	102,130.30		244.69	87,200.68
MBS	31418AVK1 FNMA POOL MA1517	3.000			177039341-1		7/1/2028	1,000,000.00	1,000,000.00	94,778.63	94,778.63	91,460.43	91,460.43
D02/02							6/1/2013	94,778.63	100.00%	96,576.40		236.95	91,697.38
MBS	31418B5R3 FNMA POOL MA2655	4.000			177020853-1		6/1/2036	410,000.00	410,000.00	83,090.32	83,090.32	78,830.28	78,830.28
D02/02							5/1/2016	83,090.32	100.00%	88,297.13		276.97	79,107.25
MBS	31418DRM6 FNMA POOL MA4091	2.000			177046216-1		8/1/2030	610,000.00	610,000.00	220,821.88	220,821.88	204,553.93	204,553.93
D02/02							7/1/2020	220,821.88	100.00%	214,777.36		368.04	204,921.97

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

Pledged Securities Detail

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April 30, 2024

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Report Sequence: sgrp, CUSIP, Ticket

SGrp	CUSIP	Description	Moody	Rate	State	Ticket-P#	Call Type	Maturity Dt	Total Face	Pledged Face % of Total	Pledge Values		Market Value
											Next Call Dt	Issue Dt	
Loc/PI	S&P					Call Price	Intent	Total Par			Par Value	Interest Rec	Collateral Value
MBS	31418DT77			2.000		177023307-1		11/1/2030	771,122.00	771,122.00	336,965.44	311,194.32	311,194.32
FNMA	FNMA POOL MA4173							10/1/2020	336,965.44	100.00%	345,747.52	561.61	311,755.93
D02/02								AFS					
MBS	31418DZ96			1.500		184010674-1		8/1/2031	500,000.00	500,000.00	296,765.24	268,655.64	268,655.64
FNMA	FNMA POOL MA4367							5/1/2021	296,765.24	100.00%	301,477.93	370.96	269,026.60
D02/02								AFS					
MBS	31418EA83			1.500		177048016-1		2/1/2032	179,142.00	167,163.35	117,513.21	105,736.03	105,736.03
FNMA	FNMA POOL MA4530							1/1/2022	125,934.01	93.31%	111,835.94	146.89	105,882.92
D02/02								AFS					
MUNI	25887CAZ1			2.250	NE	177039343-1	Cont	1/1/2034	120,000.00	120,000.00	120,000.00	104,066.40	104,066.40
GO	DOUGLAS CNTY NEB S&I #540							1/5/2022	120,000.00	100.00%	120,000.00	900.00	104,966.40
D02/02								AFS					
MUNI	259290EB6			3.100	NE	185142828-1	Cont	8/15/2030	150,000.00	150,000.00	150,000.00	142,866.00	142,866.00
GO	DOUGLAS CNTY NE SAN & IMPT DIS							6/15/2016	150,000.00	100.00%	150,000.00	981.67	143,847.67
D02/02								AFS					
MUNI	259292CS7			2.700	NE	185142831-1	Cont	11/15/2026	280,000.00	280,000.00	280,000.00	273,148.40	273,148.40
GO	DOUGLAS CNTY SAN IMPT DIST 427							11/15/2017	280,000.00	100.00%	280,000.00	3,486.00	276,634.40
D02/02								AFS					
MUNI	259305DT4			2.500	NE	178003667-1	Cont	3/1/2036	150,000.00	150,000.00	150,000.00	124,327.50	124,327.50
GO	DOUGLAS CNTY NEB S&I #499							3/1/2022	150,000.00	100.00%	150,000.00	625.00	124,952.50
D02/02								AFS					
MUNI	259307BJ6			2.900	NE	184003054-1	Cont	11/15/2036	50,000.00	50,000.00	50,000.00	48,332.50	48,332.50
GO	DOUGLAS CNTY NEB SANI & #421							5/19/2020	50,000.00	100.00%	50,000.00	668.61	49,001.11
D02/02								AFS					
MUNI	25931BEG7			2.750	NE	184010678-1	Cont	5/1/2035	175,000.00	175,000.00	175,000.00	152,012.00	152,012.00
GO	DOUGLAS CNTY NEB SAN & IMPT DI							5/3/2021	175,000.00	100.00%	175,000.00	2,406.25	154,418.25
D02/02								AFS					
MUNI	25931LCN2			2.700	NE	185142862-1	Cont	11/15/2028	170,000.00	170,000.00	170,000.00	161,885.90	161,885.90
GO	DOUGLAS CNTY NE SAN & IMPT							11/15/2016	170,000.00	100.00%	170,000.00	2,116.50	164,002.40
D02/02								AFS					
MUNI	25931VBN1			3.500	NE	185142866-1	Cont	8/15/2032	50,000.00	50,000.00	50,000.00	46,265.50	46,265.50
GO	DOUGLAS CNTY NE SAN & IMPT							7/27/2017	50,000.00	100.00%	50,000.00	369.44	46,634.94
D02/02								AFS					

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

Pledged Securities Detail
April 30, 2024

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Report Sequence: sgrp, CUSIP, Ticket

SGrp	STyp	Loc/PI	CUSIP	Description	S&P	Moody	Rate	State	Ticket-P#	Call Type	Next Call Dt	Call Price	Maturity Dt	Issue Dt	Intent	Total Face	Total Par	Pledged Face % of Total	Pledge Values			Market Value
																			Book Value	Par Value	Carrying Value	
MUNI	GO	D02/02	25931VCF7	DOUGLAS CNTY NEB SAN #471			2.350	NE	177020849-1	Cont	2/15/2026	100.000	8/15/2035	2/19/2021		100,000.00	100,000.00	100,000.00	100,000.00	83,925.00	83,925.00	
MUNI	GO	D02/02	259338EB6	DOUGLAS CNTY NEB SAN & IMPT DI			3.000	NE	184003099-1	Cont	5/15/2025	100.000	11/15/2035	5/19/2020	AFS	150,000.00	150,000.00	150,000.00	150,000.00	140,400.00	84,421.11	
MUNI	GO	D02/02	25936RBY1	DOUGLAS CNTY NEB S&I #537			2.400	NE	177039345-1	Cont	1/15/2027	100.000	1/15/2039	1/21/2022	AFS	150,000.00	150,000.00	150,000.00	150,000.00	118,158.00	118,158.00	
MUNI	REV	D02/02	373807CE4	GERING NEB COMBINED UTILS REV			1.850	NE	184010461-1	Cont	4/29/2026	100.000	12/15/2035	4/29/2021	AFS	100,000.00	100,000.00	100,000.00	100,000.00	85,324.00	85,324.00	
MUNI	GO	D02/02	406036HN6	HALL CNTY NE SCD #2 GRAND IS			2.400	NE	185179244-1	Contin	5/1/2024	100.000	12/15/2024	2/9/2015	AFS	100,000.00	100,000.00	100,000.00	100,000.00	99,103.00	99,103.00	
MUNI	GMCP	D02/02	497593DJ9	KIRKWOOD CMNTY COLLEGE IOWA CT			4.000	IA	177032959-1	Cont	6/1/2029	100.000	6/1/2034	3/23/2020	AFS	365,000.00	365,000.00	365,000.00	365,000.00	379,293.40	379,293.40	
MUNI	GO	D02/02	505318QS7	LA VISTA NE			2.650	NE	185179244-1	Contin	5/1/2024	100.000	11/15/2024	12/31/2014	AFS	365,000.00	413,321.40	100,000.00	55,000.00	6,083.33	385,376.73	
MUNI	REV	D02/02	57973FDD8	MCCOOK NE PUBLIC PWR DIST			3.150	NE	185181069-1	Contin	5/1/2024	100.000	12/15/2030	8/9/2017	AFS	55,000.00	55,000.00	55,000.00	55,000.00	54,605.10	55,277.17	
MUNI	GO	D02/02	652810G22	NEWTON IOWA			3.000	IA	182011996-1	Cont	6/1/2029	100.000	6/1/2033	4/20/2022	AFS	100,000.00	100,000.00	100,000.00	100,000.00	97,980.00	97,980.00	
MUNI	REV	D02/02	71366VKE9	PERENNIAL PUB PWR DIST NEB ELE			1.800	NE	177020856-1	Cont	2/17/2026	100.000	12/15/2036	2/17/2021	AFS	185,000.00	185,000.00	185,000.00	185,000.00	184,047.25	184,047.25	
MUNI	GO	D02/02	80373YER3	SARPY CNTY NEB S&I #158			2.800	NE	182012079-1	Cont	4/15/2027	100.000	10/15/2035	4/19/2022	AFS	185,000.00	189,386.84	100,000.00	189,386.84	2,312.50	186,359.75	
MUNI	GO	D02/02								Cont						210,000.00	210,000.00	210,000.00	210,000.00	171,601.50	171,601.50	
MUNI	GO	D02/02								Cont						150,000.00	150,000.00	150,000.00	150,000.00	129,396.00	129,396.00	
MUNI	GO	D02/02								Cont						150,000.00	150,000.00	150,000.00	150,000.00	186.67	129,582.67	

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

Pledged Securities Detail

April 30, 2024

H231
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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Market Value Collateral Value
										Par Value	Carrying Value	
MUNI GO	80377BKT8 SARPY CNTY NEB S&I DIST #264		2.350	NE	184010680-1	Cont 5/3/2026	8/15/2034	180,000.00	180,000.00	180,000.00	145,393.20	
MUNI GO	80377TBE2 SARPY CNTY NE SAN & IMPT DIST		2.800	NE	185187220-1	Cont 5/1/2024	11/15/2028	180,000.00	100.00%	180,000.00	893.00	
MUNI GO	80377BF9 SARPY CNTY NE SAN & IMPT DIST		2.900	NE	185187221-1	Cont 5/1/2024	11/15/2016	85,000.00	85,000.00	85,000.00	81,284.65	
MUNI GO	80378TEW8 SARPY CNTY NE SAN & IMPT DIST		3.850	NE	185187230-1	Cont 5/1/2024	10/15/2033	85,000.00	100.00%	85,000.00	1,097.44	
MUNI GO	80379AEF5 SARPY CNTY NEB SAN & IMPT #243		2.700	NE	177011631-1	Cont 8/15/2025	8/15/2038	85,000.00	85,000.00	85,000.00	81,662.05	
MUNI GO	80379KEN6 SARPY CNTY NEB SAN & IMPT #272		2.300	NE	177018881-1	Cont 12/15/2025	4/15/2018	85,000.00	100.00%	85,000.00	80,011.35	
MUNI GO	810140LP6 SCOTTS BLUFF CNTY NEB		2.550	NE	182012068-1	Cont 4/21/2027	8/19/2020	85,000.00	100.00%	85,000.00	145.44	
MUNI REV	818483FG9 SEWARD NE ELEC REV		2.450	NE	185187557-1	Cont 5/1/2024	12/15/2034	290,000.00	290,000.00	290,000.00	233,203.50	
MUNI GO	886094CD1 THURSTON CNTY NEB		2.500	NE	184003102-1	Cont 5/28/2025	1/11/2021	290,000.00	100.00%	290,000.00	234,856.50	
TAX TAXGO	534239FX1 LINCOLN NEB		3.000	NE	177045043-1	Cont 100.000	12/15/2035	50,000.00	50,000.00	50,000.00	42,185.50	
TAX D02/02	61778B8T8 MORRILL CNTY NEB SCH DIST #63	A3	1.937	NE	177020846-1	Cont 12/1/2025	7/15/2026	50,000.00	100.00%	50,000.00	42,619.94	
TAX D02/02	AA					100.000	8/20/2020	250,000.00	250,000.00	250,000.00	212,370.00	
TAX D02/02	AAA					100.000	2/15/2028	250,000.00	100.00%	250,000.00	214,247.08	
TAX D02/02	AAA					100.000	6/15/2016	150,000.00	150,000.00	150,000.00	144,114.00	
TAX D02/02	AAA					100.000	AFS	150,000.00	100.00%	150,000.00	144,889.83	
TAX D02/02	AAA					100.000	AFS	200,000.00	200,000.00	200,000.00	172,754.00	
TAX D02/02	AAA					100.000	5/28/2020	200,000.00	100.00%	197,645.08	174,642.89	
TAX D02/02	AAA					100.000	AFS	100,000.00	100,000.00	100,000.00	96,256.00	
TAX D02/02	AAA					100.000	8/20/2020	100,000.00	100.00%	99,679.46	883.33	
TAX D02/02	AAA					100.000	AFS	210,000.00	210,000.00	210,000.00	163,991.10	
TAX D02/02	AAA					100.000	2/25/2021	210,000.00	100.00%	210,000.00	165,685.98	

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

Pledged Securities Detail
April 30, 2024

H231
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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values		
									Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec
TAX	68189TBA3	6.400		NE	185184294-1		2/1/2026	20,000.00	20,000.00	20,060.20	20,060.20
TAXREV	OMAHA NEB SPL OBLIG						3/25/2008	20,000.00	20,000.00	320.00	20,380.20
D02/02	AA+		Aa3				AFS				
TD	02007GXG3	3.450			177049980-1		8/4/2026	245,000.00	245,000.00	245,000.00	245,000.00
CD	ALLY BANK CD						8/4/2022	245,000.00	245,000.00	2,014.71	247,014.71
D02/02							AFS				
TD	02589AC42	2.650			182012070-1		4/6/2027	245,000.00	245,000.00	245,000.00	245,000.00
CD	AMERICAN EXPR NATL BK CD						4/6/2022	245,000.00	245,000.00	444.69	245,444.69
D02/02							AFS				
TD	89235MNH0	3.200			177046219-1		5/17/2027	245,000.00	245,000.00	245,000.00	245,000.00
CD	TOYOTA FINANCIAL SGS BK CD						5/17/2022	245,000.00	245,000.00	3,565.59	248,565.59
D02/02							AFS				
CITY OF SEWARD								48,024,927.29	10,934,509.18	10,069,407.10	10,069,407.10
								11,114,153.46	60,566.07	10,130,073.17	

CASH IN BANK \$5,894,787.11

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TREASURER'S REPORT	MONTH OF: APRIL 2024					
VARIANCE AT: 58.33%						
DEPARTMENT	REVENUE BUDGET	CURRENT YTD REVENUE	VARIANCE	UNRECEIPTED BALANCE	PREVIOUS YTD REVENUE	DIFFERENCE B/W BUDGET YEARS
ELECTRIC	11,605,750	7,362,662	63%	4,243,088	6,521,949	840,713
ELEC BOND PYMT						
WATER	5,508,500	1,212,964	22%	4,295,536	1,178,373	34,591
WATER BOND PYMTS						
WATER SINKING FUND	20,000	- 0 -	0%	20,000	- 0 -	- 0 -
WASTEWATER TREATMENT	21,444,450	1,496,884	7%	19,947,566	1,227,526	269,358
WWTW BOND PYMT						
WWTW SINKING FUND	580,000	- 0 -	0%	580,000	- 0 -	- 0 -
TOTAL BUSINESS-TYPE FUNDS	39,158,700	10,072,510	26%	29,086,190	8,927,848	1,144,662
GENERAL REVENUES	4,831,060	1,813,842	38%	3,017,218	1,924,878	(111,035)
LEGAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
POLICE	8,150	3,749	46%	4,401	3,416	333
E911	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
POLICE EQUITABLE SHARING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
STREET	3,036,608	913,295	30%	2,123,313	816,081	97,213
STREET STP FUNDS	195,088	208,802	107%	(13,714)	202,903	5,899
DEBT SERVICE	834,993	836,281	100%	(1,288)	873,280	(36,999)
RAIL CAMPUS	- 0 -	- 0 -	0%	- 0 -	3,000	(3,000)
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG DOWNTOWN REVITAL GRANT	135,000	65,432	48%	69,568	80,588	(15,156)
BLDGS & GRDS (CITY HALL)	36,000	27,943	78%	8,057	21,000	6,943
LEVEE ACCREDITATION	146,250	- 0 -	0%	146,250	- 0 -	- 0 -
CIVIC CENTER	1,864,491	149,855	8%	1,714,636	108,293	41,562
LIBRARY	40,200	92,388	230%	(52,188)	28,155	64,233
PUBLIC PROPERTIES	31,250	18,125	58%	13,125	13,887	4,239
CEMETERY	60,000	26,225	44%	33,775	54,500	(28,275)
GOLF COURSE	361,800	139,845	39%	221,955	187,616	(47,771)
NEW PARK DEVELOPMENT	400	569	142%	(169)	378	191
NEW CEMETERY DEVELOPMENT	1,250	2,019	161%	(769)	1,136	882
GUTHMAN TRUST - REGULAR	425	355	83%	70	284	71
GUTHMAN TRUST - PAVING	100	214	214%	(114)	120	93
PERPETUAL CARE - PRINCIPAL	7,500	3,900	52%	3,600	6,450	(2,550)
PERPETUAL CARE - INTEREST	1,800	2,471	137%	(671)	1,520	952
BLDGS & GRDS (OTHER)	250	4,616	0%	(4,366)	- 0 -	4,616
BUILDING INSPECTION	100,750	55,021	55%	45,729	81,224	(26,204)
FIRE	382,000	124,683	33%	257,317	79,719	44,964
FIRE EQUIPMENT SINKING FUND	240,000	6,343	3%	233,657	3,635	2,708
TREE BOARD	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PLANNING COMMISSION	5,100	756	15%	4,344	1,708	(952)
ENGINEER	120,375	- 0 -	0%	- 0 -	- 0 -	- 0 -
DOWDING POOL	81,000	20,987	26%	60,013	323	20,664
CONCESSION STAND	900	- 0 -	0%	900	- 0 -	- 0 -
SWIMMING LESSONS	16,000	- 0 -	0%	16,000	- 0 -	- 0 -
RECREATION	43,050	33,832	79%	9,218	31,043	2,789
SPORTS COMPLEX LIGHTS	225	415	184%	(190)	234	181
SENIOR CENTER	80,500	6,811	8%	73,689	43,905	(37,094)
SENIOR SHUTTLE	4,600	2,915	63%	1,685	1,951	964
RECYCLING	2,250	4,937	219%	(2,687)	500	4,437
WELLNESS CENTER	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
ECONOMIC DEVELOPMENT (LB840)	289,500	200,764	69%	88,736	156,317	44,447
CAPITAL IMPROVEMENTS FUND	14,792,000	470,853	3%	14,321,147	122,422	348,431
TAX INCREMENT FINANCING	687,206	129,848	19%	557,358	234,100	(104,252)
TOTAL GOVERNMENTAL FUNDS	28,438,071	5,368,090	19%	22,949,606	4,359,229	1,008,862

(UNAUDITED)

TREASURER'S REPORT		MONTH OF: APRIL 2024					
VARIANCE AT: 58.33%							
DEPARTMENT	EXPENDITURES BUDGET	CURRENT YTD EXPENDITURES	VARIANCE	UNEXPENDED BALANCE	PREVIOUS YTD EXPENDITURES	DIFFERENCE B/W BUDGET YEARS	
ELECTRIC	14,113,143	6,612,414	47%	7,500,729	5,948,970	663,444	
ELEC BOND PYMT	497,568	463,633	93%	33,936	457,975	5,658	
WATER	6,811,905	3,760,094	55%	3,051,811	1,310,448	2,449,646	
WATER BOND PYMTS	357,379	101,498	28%	255,882	243,468	(141,970)	
WATER SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
WASTEWATER TREATMENT	21,658,767	743,383	3%	20,915,384	1,240,680	(497,298)	
WWTW BOND PYMT	288,518	11,609	4%	276,909	12,081	(473)	
WWTW SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
TOTAL BUSINESS-TYPE FUNDS	43,727,280	11,692,630	27%	32,034,650	9,213,622	2,479,008	
GENERAL EXPENSES	1,880,095	137,050	7%	1,743,045	147,446	(10,396)	
LEGAL	75,862	57,352	76%	18,510	33,013	24,339	
POLICE	1,781,912	1,015,035	57%	766,877	919,107	95,928	
E911	282,085	141,042	50%	141,043	136,036	5,007	
POLICE EQUITABLE SHARING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
STREET	5,311,011	3,293,897	62%	2,017,114	1,477,008	1,816,889	
STREET STP FUNDS	195,085	190,474	98%	4,611	190,480	(6)	
DEBT SERVICE	830,993	270,693	33%	560,300	984,766	(714,073)	
RAIL CAMPUS	40,000	11,399	28%	28,601	24,546	(13,147)	
CDBG ECON. DEV. LOAN FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
CDBG-DOWNTOWN REVITAL GRANT	135,000	65,432	48%	69,568	80,588	(15,156)	
BLDGS & GRDS (CITY HALL)	26,710	11,321	42%	15,389	12,525	(1,204)	
LEVEE ACCREDITATION	195,000	82,483	42%	112,517	7,088	75,395	
CIVIC CENTER	1,864,491	193,067	10%	1,671,424	165,992	27,075	
LIBRARY	583,052	394,226	68%	188,826	492,967	(98,741)	
PUBLIC PROPERTIES	528,347	291,301	55%	237,046	344,493	(53,193)	
CEMETERY	183,979	121,464	66%	62,515	147,014	(25,550)	
GOLF COURSE	553,762	216,280	39%	337,482	275,600	(59,320)	
NEW PARK DEVELOPMENT	100	123	0%	(23)	- 0 -	123	
NEW CEMETERY DEVELOPMENT	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
GUTHMAN TRUST - REGULAR	52,145	- 0 -	0%	52,145	- 0 -	- 0 -	
GUTHMAN TRUST - PAVING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PERPETUAL CARE - PRINCIPAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
PERPETUAL CARE - INTEREST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
BLDGS & GRDS (OTHER)	12,650	3,231	26%	9,419	1,765	1,466	
BUILDING INSPECTION	120,156	50,768	42%	69,388	51,896	(1,128)	
FIRE	728,011	182,337	25%	545,674	166,924	15,414	
FIRE EQUIPMENT SINKING FUND	175,000	- 0 -	0%	175,000	- 0 -	- 0 -	
TREE BOARD	12,550	3,978	32%	8,573	375	3,603	
PLANNING COMMISSION	21,826	11,644	53%	10,182	10,576	1,068	
ENGINEER	163,964	86,551	53%	- 0 -	84,900	1,651	
DOWDING POOL	264,071	86,142	33%	177,929	37,486	48,656	
CONCESSION STAND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SWIMMING LESSONS	9,300	- 0 -	0%	9,300	- 0 -	- 0 -	
RECREATION	312,941	196,202	63%	116,739	226,980	(30,778)	
SPORTS COMPLEX LIGHTS	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -	
SENIOR CENTER	200,620	161,026	80%	39,594	96,257	64,769	
SENIOR SHUTTLE	4,853	2,856	59%	1,997	2,552	304	
RECYCLING	28,569	32,137	112%	(3,568)	16,236	15,902	
WELLNESS CENTER	105,860	53,764	51%	52,096	306	53,458	
ECONOMIC DEVELOPMENT LB840	289,500	193,569	67%	95,931	- 0 -	193,569	
CAPITAL IMPROVEMENTS FUND	15,242,000	223,492	1%	15,018,508	20	223,472	
TAX INCREMENT FINANCING	696,706	223,026	32%	473,680	192,260	30,766	
TOTAL GOVERNMENTAL FUNDS	32,908,206	8,003,363	24%	24,827,430	6,327,201	1,676,162	

(UNAUDITED)

3. Claims & Payables Reports

CLAIMS LIST

5/22/2024

COUNCIL MEETING

Abbreviations: AF-Annual Fee; BE-Benefits; BU-Building Upkeep; CI-Improvements; DF-Diesel Fuel; DO-Donations; EQ-Equipment; ENG-Engine Expense; FA-Fixed Asset; GS-Gas; GU-Ground Upkeep; IT-Technology Inventory; LG-Legal; MA-Maintenance; MC-Miscellaneous; MH-Merchandise Mileage; ML-Meals; MS-Memberships; OI-Oil; OP-Operations; PF-Postage Publications; RE-Repairs; RI-Reimbursement; RS-Restaurant; SA-Salaries; SL-Sales; ST-Sales Tax; Su-Supplies; TE-Testing; TR-Training; TO-Tools; UN

ALTEC INDUSTRIES INC
ADE

AGING PARTNERS

UT-Utilities

ADE	RE	460.00
Aging Partners	AF	675.00
AKRS Equipment Inc	SU	2,491.43
All Copy Products Inc	SE	69.69
Allegiant Utility Services	CI	450.24
Altec Industries Inc	TO	4,715.79
Amazon Business	SU	1,164.16
Aqua-Chem Inc	RE	360.54
ARROW ARCHITECTURE	SE	240.00
AT&T	UT	400.40
BAKER & TAYLOR	MAT	2,488.61
BAKER BECKY J	RI	83.08
BEAVER HARDWARE	SU	57.86
BERNER TODD	MC	90.00
BIRKELS ROCK AND GRAVEL	CI	3,681.09
BIZCO TECHNOLOGIES	IT	7,574.48
BLACK HILLS ENERGY	UT	1,146.08
BORDER STATES INDUSTRIES	SU	19,717.18
BOTTLE ROCKET BREWING	SU	278.00
BOUND TREE MEDICAL LLC	SU	1,741.22
CASH-WA DISTRIBUTING CO	SU	437.00
CERESCO REC BOARD	MC	225.00
CHRASTIL BILL	SE	200.00
CITY OF HICKMAN	MC	225.00
CITY SEWARD DOWDING POOL	MC	360.00
CITY SEWARD LIBRARY PETTY	PF	221.96
CITY SEWARD MERCHANT SERV	SE	5,836.00
CITY SEWARD PAYROLL ACCOU	SA	201,042.14
CITY SEWARD PERPETUAL FD	SL	750.00
CODR PLUMBING/EXCAVATION	BU	206.54
CONCRETE DESIGNS LLC	CI	8,975.00
CONSOLIDATED MANAGEMENT	ML	52.20
CONSTELLATION NEWENERGY	UT	924.02
CRANE RIVER THEATER	SE	450.00
CULLIGAN OF CRETE	BU	77.25
CUTTIN IT CLOSE LAWNCARE	SE	280.00

ECOLAB	Ecolab	SU	242.95
EGEBERG MITCH	Egeberg Mitch	SE	206.28
EXCHANGE BANK	Exchange Bank	FA	3,300.00
FAIRPLAY CORP	Fairplay Corp	RE	366.83
FARMERS COOP SEWARD	Farmers Coop Seward	DF	4,828.47
FAST MART	Fast Mart	GS	21.26
FONTENELLE FOREST	Fontenelle Forest	SE	201.50
GALLS LLC	Galls Llc	UN	228.60
GARLAND YOUTH SPORTS	Garland Youth Sports	MC	125.00
GILMORE & BELL PC	Gilmore & Bell Pc	LG	2,250.00
GREAT PLAINS COMMUNICATIO	Great Plains Communication	UT	490.00
HAWKINS INC	Hawkins Inc	SU	3,155.73
HD SUPPLY INC	HD Supply Inc	SU	326.04
HOBSON AUTOMOTIVE & TIRE	Hobson Automotive & Tire	OI	64.00
HOCHSTEIN, FINN	Hochstein, Finn	MC	95.00
HOOPLA/MIDWEST TAPE	Hoopla/Midwest Tape	SU	2,250.00
HUSKER ELECTRIC SUPPLY CO	Husker Electric Supply Co	SU	3,765.72
JANICEK GARY M	Janicek Gary M	RI	123.61
JEO CONSULTING GROUP	Jeo Consulting Group	SE	818.75
JONES AUTOMOTIVE	Jones Automotive	FA	13,468.04
K & Z DISTRIBUTING	K & Z Distributing	SU	580.65
LAST MILE NETWORK CONSULT	Last Mile Network Consult	IT	90.00
LEE'S REFRIGERATION	Lee'S Refrigeration	BU	11,796.00
LINCOLN CHILDRENS MUSEUM	Lincoln Childrens Museum	SE	225.00
LINCOLN WINWATER WORKS	Lincoln Winwater Works	SE	935.66
LUEBBE LAYNE	Luebbe Layne	MC	50.00
MARR MARTY	Marr Marty	MC	400.00
MATHESON TRI-GAS INC	Matheson Tri-Gas Inc	SU	206.21
MCMASTER-CARR	McMaster-Carr	SU	80.22
METERING & TECHNOLOGY SOL	Metering & Technology Sol	INV	214.61
MID-AMERICAN BENEFITS INC	Mid-American Benefits Inc	BE	2,907.47
MIDWEST AUTO PARTS	Midwest Auto Parts	OI	44.84
MIDWEST AUTOMOTIVE INC	Midwest Automotive Inc	ER	516.57
MIDWEST DOOR & HARDWARE	Midwest Door & Hardware	BU	10,556.00
MIDWEST LABORATORIES INC	Midwest Laboratories Inc	OP	3,705.35
MIDWEST TURF & IRRIGATION	Midwest Turf & Irrigation	ER	71.60
MILLER GREG / MINDY	Miller Greg / Mindy	MC	115.00
MUNICIPAL SUPPLY OMAHA	Municipal Supply Omaha	RE	600.34
MUSTANG GRAPHICS	Mustang Graphics	SU	25.00
NEBRASKA DEPT ENV/ENERGY	Nebraska Dept Env/Energy	OP	300.00
NEBRASKA GOLF & TURF	Nebraska Golf & Turf	RE	583.50
NEBRASKA GOLF ASSOCIATION	Nebraska Golf Association	MS	275.00
NEBRASKA PUB POW-DESMOINE	Nebraska Pub Pow-Desmoine	UT	429,564.47
NEBRASKA TREASURER	Nebraska Treasurer	MC	7.32
NIFCO MECHANICAL SYSTEMS	NIFCO Mechanical Systems	CI	2,125.43
NORRIS PUBLIC POWER DISTR	Norris Public Power Distr	UT	1,421.54
O'REILLY AUTOMOTIVE INC	O'Reilly Automotive Inc	ER	64.01

OLSSON	Olsson	ENG	13,678.84
ONE BILLING SOLUTIONS LLC	One Billing Solutions Llc	SE	2,125.32
ONE CALL CONCEPTS INC	One Call Concepts Inc	SE	222.44
ONE SOURCE BACKGROUND CHE	One Source Background Check	EX	48.00
OVERDRIVE INC	Overdrive Inc	SU	1,250.00
PAC 'N' SAVE DISCOUNT FOO	Pac 'N' Save Discount Foo	SU	3,263.96
PARR RYLER	Parr Ryler	MC	55.00
PATE KOLIN	Pate Kolin	UT	100.00
PEPSI-COLA OF LINCOLN	Pepsi-Cola Of Lincoln	SU	666.78
PRIMARY ARMS	Primary Arms	SU	300.99
QUALITY BRANDS OF LINCOLN	Quality Brands Of Lincoln	SU	1,254.31
QUILL CORP	Quill Corp	SU	31.99
QUINN JEFF	Quinn Jeff	SE	300.00
RESCO	Resco	INV	24,430.45
RIVERSIDE PORTABLES LLC	Riverside Portables Llc	SE	361.00
RIXSTINE EMMA	Rixstine Emma	MC	2,500.00
SAPP BROTHERS PETROLEUM I	Sapp Brothers Petroleum I	GS	11,502.72
SARGENT DRILLING INC	Sargent Drilling Inc	RE	425.00
SEWARD CO CHAMBER/DEVELOP	Seward Co Chamber/Develop	MC	1,620.00
SEWARD CO CLERK/REGISTER	Seward Co Clerk/Register	EX	134.25
SEWARD COUNTY INDEPENDENT	Seward County Independent	PU	808.57
SEWARD COUNTY TREASURER	Seward County Treasurer	SE	23,507.08
SEWARD LUMBER & HOME CENT	Seward Lumber & Home Cent	GU	691.64
SEWARD PUBLIC SCHOOLS	Seward Public Schools	MC	1,104.28
SEWARD WIND LLC	Seward Wind Llc	UT	56,754.75
SISTEK ANDY	Sistek Andy	MC	400.00
SOUTHEAST LIBRARY SYSTEM	Southeast Library System	SU	232.50
STATE DISTRIBUTING CO	State Distributing Co	SU	503.64
STRYKER SALES LLC	Stryker Sales Llc	SU	769.60
SUHR & LICHTY INSURANCE A	Suhr & Lichty Insurance A	EX	909.00
SUMMIT FIRE PROTECTION	Summit Fire Protection	SE	186.00
TERZIU NAIM	Terziu Naim	RS	22,317.21
THE SPRINKLER GUY	The Sprinkler Guy	CI	284.50
TIME WARNER/SPECTRUM	Time Warner/Spectrum	UT	422.17
TJ CABLE & UNDERGROUND	TJ Cable & Underground	CI	18,355.00
TOTAL FIRE & SECURITY INC	Total Fire & Security Inc	SE	245.00
TRACTOR SUPPLY	Tractor Supply	TO	284.32
TRANSUNION RISK	Transunion Risk	MC	75.00
VERIZON WIRELESS	Verizon Wireless	UT	223.11
VISA - JONES BK CITY CARD	VISA-Jones Bank (CITY)	IT	75.00
VISA-PINNACLE BANK (LIB)	VISA-Pinnacle (LIB)	SU	709.74
VOEHL CINDY	Voehl Cindy	RI	16.75
WINDSTREAM NEBRASKA INC	Windstream Nebraska Inc	UT	2,017.11
WOODS & AITKEN LLP	Woods & Aitken Llp	LG	70.00
WT.COX	WT.COX	US	694.11
YORK EQUIPMENT	York Equipment	RE	834.11
	CLAIMS TOTAL		\$968,697.77

Capital
eering; EX-
; INV-
andise; MI-
age; PU-
E-Services;
-Uniforms;

4. Police Department Report



City of Seward
Police Department
Chief Brian W. Peters

Monthly Statistics
_____ 20 _____

Service Calls	
Accidents	
Arrests	
Citations	
Warnings	
Parking Tickets	

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

5. Draft Minutes of May 7, 2024, City Council Meeting

May 7, 2024

The Seward City Council met at 7:01 p.m. on Tuesday, May 7, 2024, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Megan Kahler, Jessica Kolterman, Tatum Tonniges, John Singleton, Matt Stryson, Rich Wergin. Councilmembers Absent: Karl Miller, Jonathon Wilken. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Mike Oneby, Wellness Center Director Joel Brase, Water/Wastewater Director Brandon Koll, and Chief of Police Brian Peters.

Notice of the meeting was given in advance thereof, and Mayor Eickmeier announced that a copy of the Open Meetings Act and tonight's agenda is posted in the meeting room and is accessible to members of the public. Mayor Eickmeier led those in attendance in the Pledge of Allegiance.

CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Report (totaling \$1,890,167.22)
2. Draft Minutes of April 16, 2024, City Council Meeting.
3. Mayor Appointments to Boards and Commissions:
 - a. Re-Appoint Dr. Jerrald Pfabe, Robert Dahms, and Stephanie Croston to the Library Board for a 4-Year Term

Aye: Kahler, Kolterman, Tonniges, Singleton, Stryson, Wergin.
Nay: None. Absent: Miller, Wilken. Motion carried.

ADMINISTRATIVE ITEMS

1. CONSIDERATION OF A REQUEST FROM THE SEWARD ARTS COUNCIL FOR APPROVAL OF SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE SEWARD BANDSHELL FOR 'SECOND SATURDAY ART CONNECTIONS' SERIES DURING SUMMER 2024

Alison Koch, of the Seward Arts Council, noted that this would be the second year of the Seward Summer Music Series. Alcohol sales and consumption are requested to occur in the bandshell and a cordoned off portion of 5th Street, directly west of the bandshell. The dates are June 8th, July 13th, and August 3rd.

Councilmember Stryson moved, seconded by Councilmember Kolterman, to approve the request to sell and consume alcoholic beverages at the Seward Bandshell and a portion of 5th Street for the 2024 Summer Music Series.

Aye: Kahler, Kolterman, Tonniges, Singleton, Stryson, Wergin.
Nay: None. Absent: Miller, Wilken. Motion carried.

2. CONSIDERATION OF A RESOLUTION TO APPROVE SUPPLEMENT #1 TO A PROFESSIONAL SERVICES AGREEMENT, DATED NOVEMBER 15, 2022, TO PROVIDE ENVIRONMENTAL SERVICES FOR THE PLUM CREEK BRIDGE REPLACEMENT PROJECT

City Engineer Oneby described the supplement as a revision of the scope of the environmental review to be undertaken for the Plum Creek Bridge Replacement Project. He reminded that the State would be funding and coordinating the work. Construction of the bridge is set to begin in 2025.

Councilmember Kolterman introduced **Resolution 2024-16**, to approve supplement #1 to a Professional Services Agreement, dated November 15, 2022, with HDR, Inc. for the Plum Creek Bridge Replacement Project. Councilmember Wergin moved, seconded by Councilmember Kahler, to approve Resolution 2024-16.

Aye: Kahler, Kolterman, Tonniges, Singleton, Stryson, Wergin.
Nay: None. Absent: Miller, Wilken. Motion carried.

3. CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON, INC. FOR WATER/WASTEWATER SCADA PHASE I UPGRADES IN THE AMOUNT OF \$247,000

Mr. Oneby identified that the City utilizes a SCADA (Supervisory Control and Data Acquisition) system for remote operation of water and wastewater systems and to view current levels, trends, and emergency situations. The current system has become dated; therefore, the City has budgeted funds for an upgrade to ensure continued smooth operation.

Councilmember Singleton moved, seconded by Councilmember Tonniges, to approve a professional services agreement with Olsson, Inc. for Water/Wastewater SCADA Phase I Upgrades in the amount of \$247,000 as presented.

Aye: Kahler, Kolterman, Tonniges, Singleton, Stryson, Wergin.
Nay: None. Absent: Miller, Wilken. Motion carried.

May 7, 2024

4. UPDATE ON THE BRADFORD STREET STORM SEWER PROJECT

Mr. Oneby noted the Park Avenue Storm Sewer Project is set to be completed in June, with the crew moving on to complete the Bradford Street project. One obstacle discovered in the Bradford Street project is existing infrastructure that will require a waterline loop for a main arterial to the south water tower. City staff are currently planning to take a portion of customers in this area offline for a few hours, tentatively on May 30th and June 5th. Additionally, the City will ask the public for limited water use on these days—during low demand times—to complete this loop. Great care will be taken not to put undue pressure on aging, smaller pipes in this area of the City. Installation of the loop will not affect the south water tower operations.

5. UPDATE ON THE WELLNESS CENTER PROJECT

Executive Director Brase informed that paving of the parking lot was continuing. Additionally, the exterior sections of the building are currently being installed and waterproofing of the pool walls underway.

6. UPDATE ON THE HWY 15 CONSTRUCTION PROJECT

City Administrator Butcher relayed that Phase I, from Ash Street to Hwy 34, was set to complete on May 15th with access opened. Phase II, from Hwy 34 to Bradford Street, would begin shortly after with the southbound lane closed to start. The 2nd Street detour will be utilized for northbound traffic. The water main installation project is currently on schedule and should not interfere with Phase II.

CITY ADMINISTRATOR’S REPORT

Councilmember Wergin moved, seconded by Councilmember Tonniges, that the City Administrator’s report of May 7, 2024, be accepted.

Aye: Kahler, Kolterman, Tonniges, Singleton, Stryson, Wergin.

Nay: None. Absent: Miller, Wilken. Motion carried.

STRATEGY SESSION

1. STRATEGY SESSION WITH CITY ATTORNEY REGARDING LITIGATION STRATEGY

Councilmember Kolterman moved, seconded by Councilmember Kahler, that the Council enter a closed session with the Mayor, City Administrator, City Attorney, and the City Clerk for the protection of the public interest and to discuss litigation strategy with the City Attorney for a period not to exceed 30 minutes.

Aye: Kahler, Kolterman, Tonniges, Singleton, Stryson, Wergin.

Nay: None. Absent: Miller, Wilken. Motion carried.

Mayor Eickmeier stated the Council has voted to go into closed session at 7:49 p.m. for the protection of the public interest and to discuss litigation strategy with the City Attorney.

At 8:08 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Kahler, Kolterman, Tonniges, Singleton, Stryson, Wergin. Mayor Eickmeier announced that no formal action was taken during the closed session.

2. STRATEGY SESSION WITH CITY ATTORNEY REGARDING REAL ESTATE INTERESTS AT THE SEWARD RAIL CAMPUS

This strategy session was not held.

MOTION TO ADJOURN

Councilmember Kolterman moved, seconded by Councilmember Singleton, that the May 7, 2024, City Council Meeting be adjourned.

Aye: Kahler, Kolterman, Tonniges, Singleton, Stryson, Wergin.

Nay: None. Absent: Miller, Wilken. Motion carried.

Adjourned approximately 8:09 p.m.

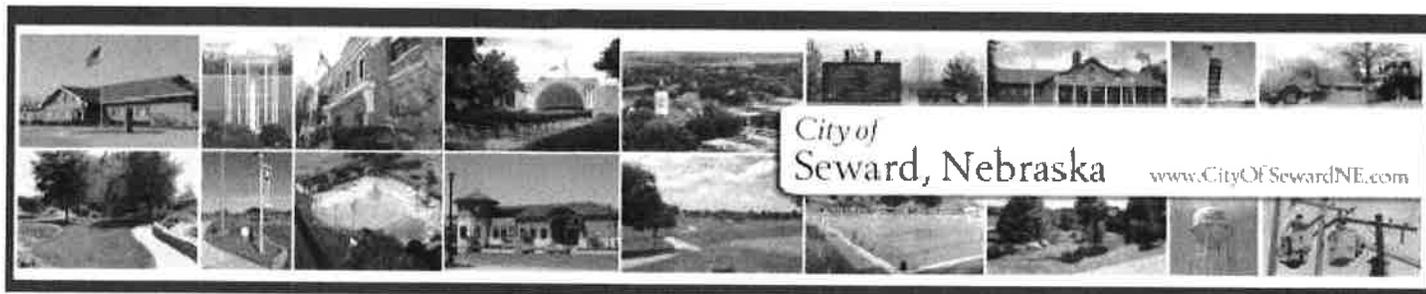
THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Tax Increment Financing (TIF) Application by MeyCo Holdings - TIF Attorney Andrew Willis
 - A. Presentation and Review of TIF Application



CITY OF SEWARD COMMUNITY REDEVELOPMENT AUTHORITY

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

Tax Increment Financing Package & Application Documents

March 2017

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

MeyCo Holdings LLC
Business Name

Kellen Meyer
Contact Person for Applicant

1982 N Imig Dr, Seward NE 68434
Street Address

Mailing Address

402-643-5625 _____
Telephone Alternate Telephone

Fax

Kellen@plumcreekseed.com
Email

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

Kellen Meyer
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.:

N/A

- 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.:

Plum Creek Seed Services and Plum Creek Transfer will be using this facility for their day-to-day business. Plum Creek Seed Services offers ag products, mainly corn and soybeans, along with a custom soybean treatment facility for local ag producers. Plum Creek Transfer is a trucking company focusing on van loads as well as commodity loads for both corporate businesses such as Bayer and local producers.

- 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.:

N/A

- b. What is the estimated number of new jobs this project will create?
2-3
- c. What is the pay scale and benefits package for these positions?
\$50,000-\$70,000; Health and 401K

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.:

Building Address: 983 Worthman Blvd., Seward NE 68434
Parcel# 800231430
Seward Rail Campus PUD 1st Addition Lot 3
Owner: MeyCo Holdings LLC- Kellen Meyer

4. Physical Description of the Proposed Project:

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

The main portion of the building will be approximately 24,000 square feet, with an additional 2400 square feet on the front consisting of the office portion. The main building will be a steel structure from Sentinel Buildings and will consist of 26-gauge steel for the exterior. This portion will be entirely insulated to adhere to sprinkler codes. The 2400 square foot office will be stick framed and will use the same steel siding as the main building. There will also be a stone facade on the lower portion of the office building as well as stone wrapped pillars for the awning. The main building will consist of a truck bay, treatment drive through area, loading dock, warehouse area, and a small shop/ work area. The office will consist of four offices, a conference room, bathrooms, and a common area with a basic kitchen. The outside will consist of approximately 56,670 square feet of concrete which will be used for parking and seasonal storage of equipment (seed tenders). As well as room for semi parking and deliveries. **See documents MeyCo- Sealed Plans and MeyCo Site Plan.**

5. Land Use:

- a. If property is to be subdivided, show division planned (attach copy of the plat):
N/A
- b. Current Zoning of the property:
I1
- c. Is the proposed project a permitted use on the property? What permits would be required?
Building Permit
- d. Please describe any other relevant information relating to zoning, permitting, or similar land use issues:
N/A

6. Estimated Project Costs:

- a. Land Acquisition, if applicable: \$ 493,970
- b. Site Development (itemize):
 - i. Demolition: \$ _____
 - ii. Grading: \$ _____
 - iii. Site Preparation \$ 207,759
 - iv. Other (explain): \$ _____
- c. Building Construction Cost: \$ 2,027,403
\$ 439,192
- d. Other Site Improvements (explain) Exterior concrete
- e. Equipment: \$ _____
- f. Architectural and Engineering Fees: \$ 12,760
- g. Legal Fees: \$ 2,500
- h. Financing Costs: \$ _____
- i. Broker Costs, if any: \$ _____
- j. Contingencies: \$ _____
- Other (explain): Bulk soybean components
See attached quote and design layout \$ 376,125
- Total:** \$ 3,559,709

7. Please attach the following documentation:

- a. Construction Pro Forma.
See attached quotes, JL Stutzman (2), Hartmann (2 pages), USC Bulk Site Quote, Schoch Concrete, County Line Electric.
- b. Annual Income and Expense Pro Forma (with appropriate schedules).
See Attached Cash Flow Analysis, using 2023 as that is considered a good baseline year.

- c. Applicant's Corporate/Business Annual Financial Statements for the last three years.

See attached P and L and Balance sheets for both entities.
(Plum Creek Transfer has only 1 year)

- d. Business Plan for the proposed project.
Our business plan is simple, I was able to purchase a portion of a business from another company and have grown it since in the last 5 years, we are running out of room at the current facilities (that I don't own) and are in need of a new facility for not only our future growth but the growth we have incurred the last 5 years. This includes adding another business and employee with Plum Creek Transfer. Our goal is to continue our growth trend to continue to provide for Ag producers in Seward and surrounding counties.

8. Estimated Tax Increment:

Yes, \$409,864.50

- 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.):
Land- \$182,000
Building- \$1,821,190
These valuations came directly from the County Assessor (see attached email)
- b. Latest property valuation before construction (from Property Tax Statement):
\$182,000
- c. Estimated increase in real estate valuation:
\$1,821,190
- d. Estimated new real estate tax generated annually:
\$28,513.02

d. Other (please describe):

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

**JL Stutzman Construction- General Contractor
452 County Road 500
Friend, NE 68359**

**Gay and Associates- Architect and Engineer
1470 31st Avenue
Columbus, NE 68601**

9. Proposed Source of Financing:

- a. Equity
Yes along with TIF Note
- b. Bank loan (please provide conditional approval or commitment letters, if applicable):

Yes, 80%, see attached letter from Cattle Bank
- c. Tax Increment Financing:

11. Project construction schedule:

a. Construction start date: May-June 2024

b. Construction completion date: Nov-Dec 2024

c. If project is phased: N/A

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: \$ 409,864.50

14. Application Fee Paid: \$ 1,000

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

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

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

Site Acquisition- \$493,570
Site Preparation- \$207,759
Exterior Concrete- \$439,192
Stone- \$20,000

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

a. Is your project economically feasible as designed without tax increment financing? If no, please indicate how tax increment financing is necessary for the economic feasibility of your project.

No, this project is not economically feasible without TIF. With current prices and rates this dramatically helps this project in terms of bank financing and cash flow.

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

No, the quality of improvements and investments would affect the overall budget of this project. Being in the rail campus involves additional requirements to fulfill industry park standards.

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

Great representation for the Ag sector in Seward as well as surrounding communities and counties. We draw a large amount of clients from all over that regularly visit Seward multiple times per year. There will also be many future benefits regarding careers as well as internships and collaboration with Concordia University and their Ag students.

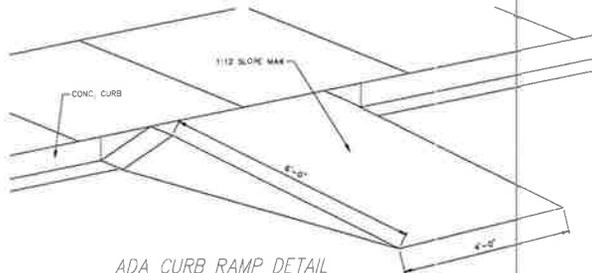
“Applicant”

By: _____

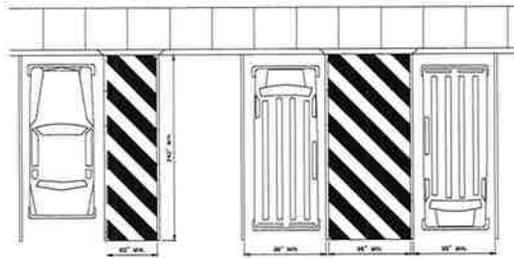
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Title: _____

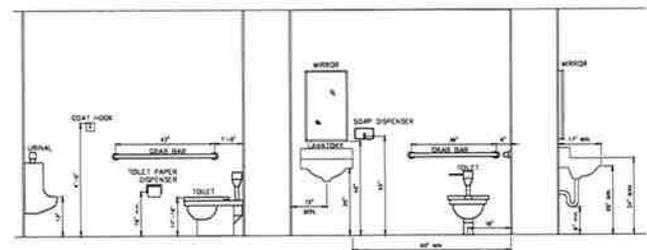
City of Seward, Nebraska – City Administrator's Office – 402.643.2928
CityofSewardNE.gov



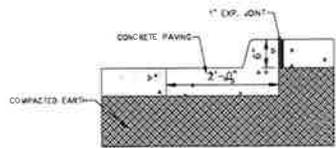
ADA CURB RAMP DETAIL
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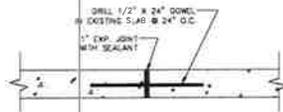
ADA VEHICLE ACCESSIBILITY
SCALE: NONE



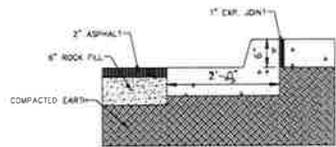
TYP. ADA BATHROOM
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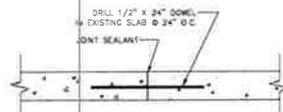
CONC. CURB DETAIL (w/conc.)
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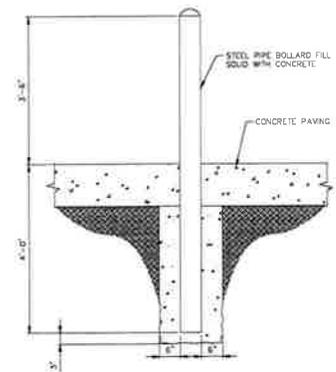
EXP. JOINT DETAIL
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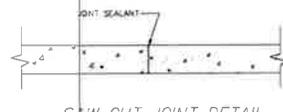
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SCALE: NONE



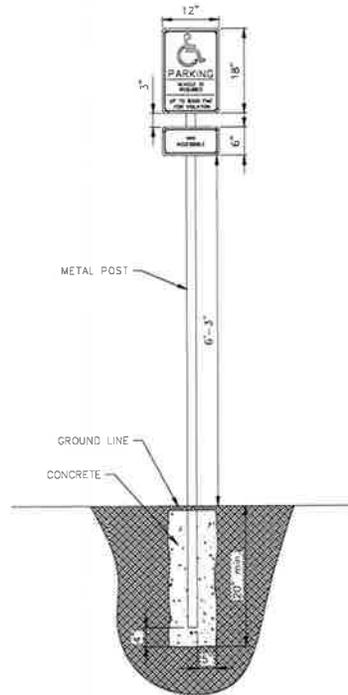
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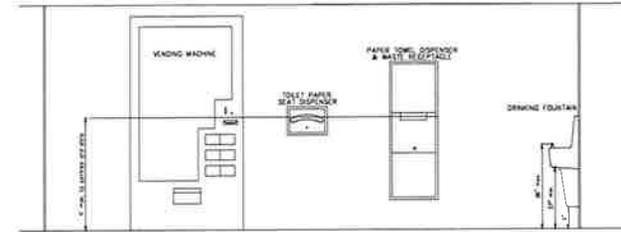
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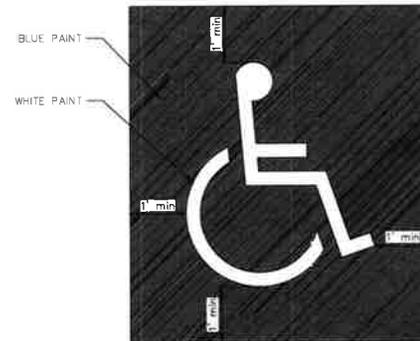
SAW CUT JOINT DETAIL
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TYP. ADA SIGN DETAIL
SCALE: 1"=1'-0"



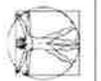
TYP. ADA ACCESSORIES
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ADA SYMBOL DETAIL
SCALE: 1"=1'-0"



GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402/562-6074



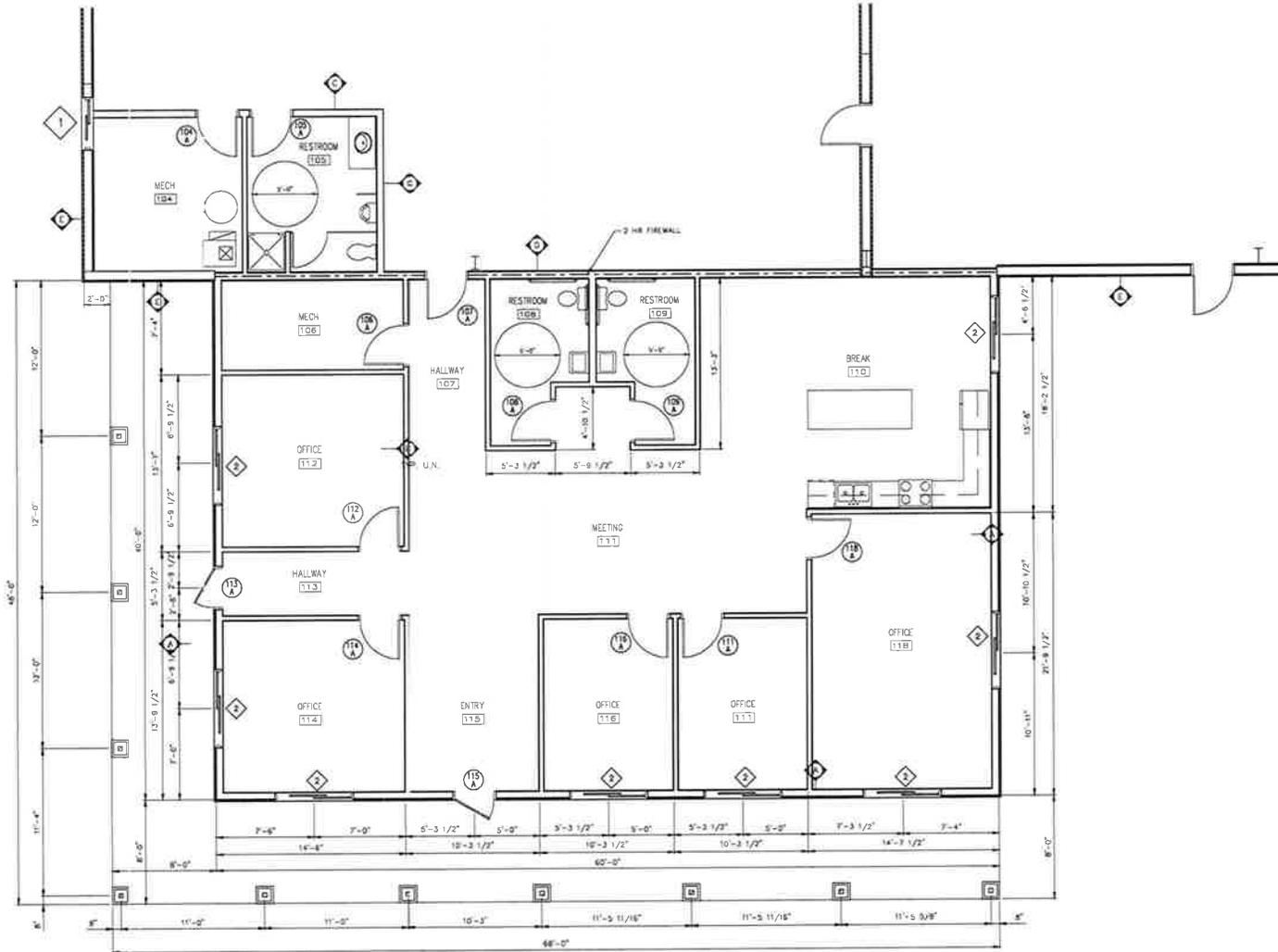
MEYER OFFICE & SHOP
983 WORTHMAN BLVD
SEWARD, NEBRASKA 68434

MEYER OFFICE & SHOP
983 WORTHMAN BLVD
SEWARD, NEBRASKA 68434

DESIGNED BY	MEYER OFFICE & SHOP
DRAWN BY	MEYER OFFICE & SHOP
CHECKED BY	MEYER OFFICE & SHOP
PROJECT NO.	ADA DETAILS

ADA1

03.01.2024



FLOOR PLAN - OFFICE
SCALE: 1/4" = 1'-0"

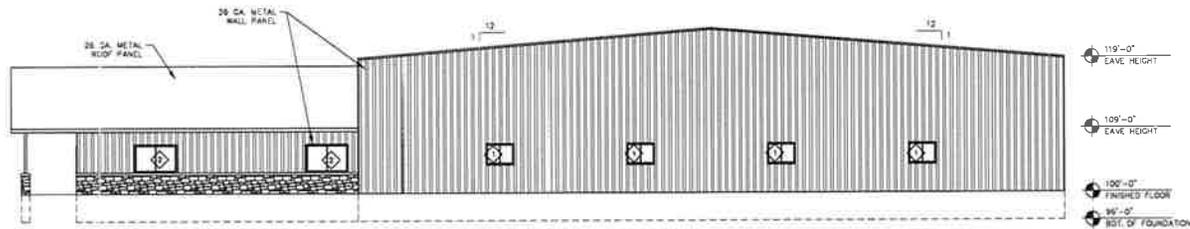


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1470 31ST AVENUE
COLUMBUS, NE 68601
402/562-6074

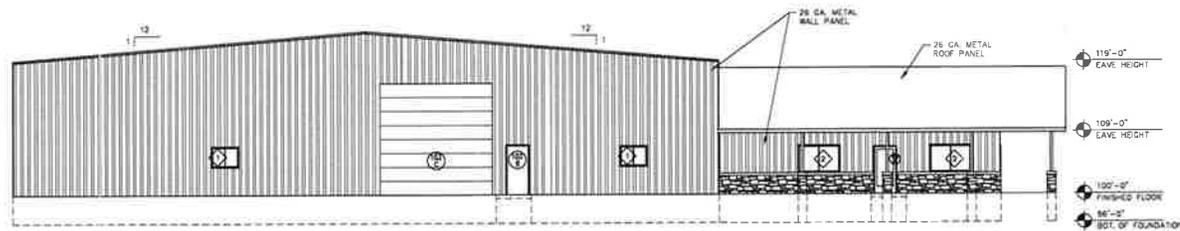
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983 WORTHMAN BLVD
SEWARD, NEBRASKA 68434

DATE: 03/01/2024	TO: MEYER OFFICE & SHOP
DRAWN BY: GAY & ASSOCIATES	ROLE: ARCHITECT
CHECKED BY: GAY & ASSOCIATES	ROLE: ARCHITECT
PROJECT NO: 24-001	PROJECT NAME: MEYER OFFICE & SHOP

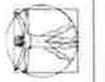


ELEVATION - RIGHT
SCALE: 1/8" = 1'-0"



ELEVATION - LEFT
SCALE: 1/8" = 1'-0"

GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBIUS, NE 68601
402/562-6074



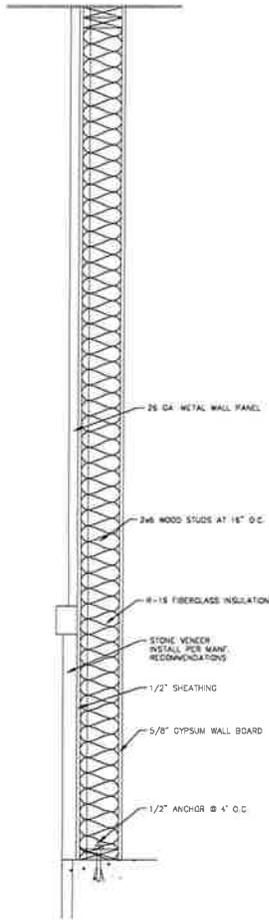
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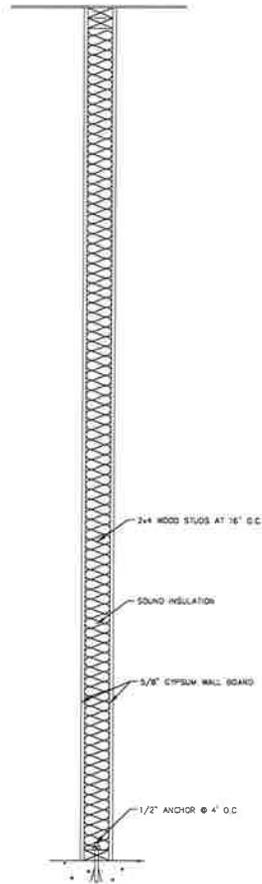


DESIGNED BY	TS
DRAWN BY	MS
CHECKED BY	TS
DATE	06.08.2024
PROJECT NO.	

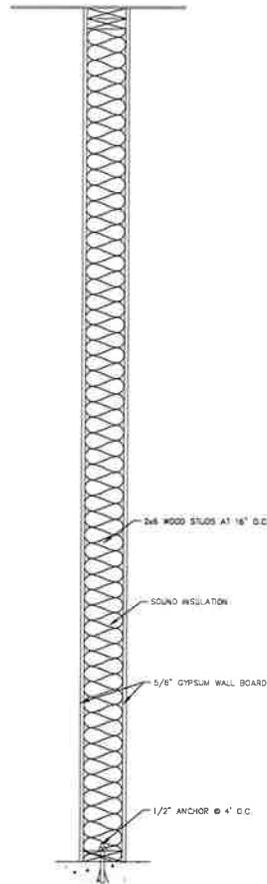
ELEVATIONS



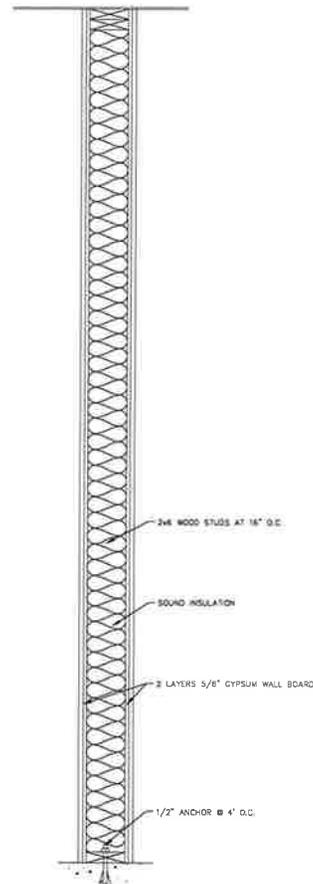
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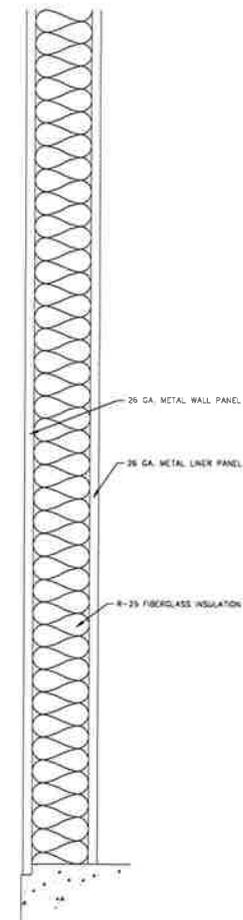
B 2x4 INTERIOR WALL
SCALE: 1/2"=1'-0"



C 2x6 INTERIOR WALL
SCALE: 1/2"=1'-0"



D 2 HR FIRE WALL
SCALE: 1/2"=1'-0"



E METAL BUILDING WALL
SCALE: 1/2"=1'-0"

REV. DATE DESCRIPTION

GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402/562-6074



PROVIDING THE BEST SERVICE TO OUR CLIENTS IS OUR TOP PRIORITY. WE ARE COMMITTED TO EXCELLENCE IN EVERYTHING WE DO. WE ARE A FULL SERVICE ARCHITECTURAL FIRM. WE OFFER A WIDE RANGE OF SERVICES INCLUDING ARCHITECTURAL DESIGN, INTERIOR DESIGN, AND PROJECT MANAGEMENT. WE ARE A LEAN ORGANIZATION AND WE ARE COMMITTED TO THE SUCCESS OF OUR CLIENTS. WE ARE A PART OF THE COMMUNITY AND WE ARE COMMITTED TO THE WELL-BEING OF OUR CLIENTS AND OUR PRODUCTS IS EXACTLY PROHIBITED.

MEYER OFFICE & SHOP
983 WORTHMAN BLVD
SEWARD, NEBRASKA 68434



DESIGNED BY	RS
CHECKED BY	MSL
DATE	02/20/24
PROJECT NO.	

WALL SECTIONS

ROOM FINISH SCHEDULE										
MARK	NAME	FLOOR	WALLS				CEILING		NOTES	
			N	S	E	W	MATL	HEIGHT		
101	WAR HOUS		CONC	BRK	TLN	LN	LN	LN	LN	18'-4"
102	WAR HOUS		CONC	BRK	TLN	LN	LN	LN	LN	18'-4"
103	WAR HOUS		CONC	BRK	TLN	LN	LN	LN	LN	18'-4"
104	MECH		CP	PI	PI	PI	PI	CONC	9'-0"	
105	RESTROOM		CP	PI	PI	PI	PI	CONC	9'-0"	
106	MECH		CONC	PI	PI	PI	PI	CONC	10'-0"	
107	HALLWAY		CP	PI	PI	PI	PI	ACT	9'-0"	
108	RESTROOM		VEL	PI	PI	PI	PI	ACT	9'-0"	
109	RESTROOM		VEL	PI	PI	PI	PI	ACT	9'-0"	
110	BREAK		CP	PI	PI	PI	PI	ACT	9'-0"	
111	OFFICE		CP	PI	PI	PI	PI	ACT	9'-0"	
112	MEETING		CP	PI	PI	PI	PI	ACT	9'-0"	
113	OFFICE		CP	PI	PI	PI	PI	ACT	9'-0"	
113	HALLWAY		CP	PI	PI	PI	PI	ACT	9'-0"	
114	OFFICE		CP	PI	PI	PI	PI	ACT	9'-0"	
115	ENTRY		CP	PI	PI	PI	PI	ACT	9'-0"	
116	OFFICE		CP	PI	PI	PI	PI	ACT	9'-0"	
118	OFFICE		CP	PI	PI	PI	PI	ACT	9'-0"	

DOOR AND FRAME SCHEDULE												
MARK	DOOR					FRAME		FIRE RATING LABEL	HARDWARE		NOTES	
	SIZE			MATL	GLAZING	MATL	EL		SET NO	KEYSIDE RM NO		
	WD	HGT	THK									
101A	34'-0"	10'-0"	1 3/4"	STEEL	---	---	---	---	---	---	---	
101B	24'-0"	10'-0"	1 3/4"	STEEL	---	---	---	---	---	---	---	
101C	3'-0"	7'-0"	1 3/4"	STEEL	---	---	---	---	---	---	---	
102A	3'-0"	7'-0"	1 3/4"	STEEL	---	---	---	---	---	---	---	
102B	34'-0"	10'-0"	1 3/4"	STEEL	---	---	---	---	---	---	---	
102C	3'-0"	7'-0"	1 3/4"	STEEL	---	---	---	---	---	---	---	
102D	3'-0"	7'-0"	1 3/4"	STEEL	---	---	---	---	---	---	---	
102E	8'-0"	7'-0"	1 3/4"	STEEL	---	---	---	---	---	---	---	
102F	3'-0"	7'-0"	1 3/4"	STEEL	---	---	---	---	---	---	---	
102G	34'-0"	10'-0"	1 3/4"	STEEL	---	---	---	---	---	---	---	
102H	3'-0"	7'-0"	1 3/4"	STEEL	---	---	---	---	---	---	---	
103A	3'-0"	7'-0"	1 3/4"	STEEL	---	---	---	---	---	---	---	
103B	3'-0"	7'-0"	1 3/4"	STEEL	---	---	---	---	---	---	---	
103C	3'-0"	7'-0"	1 3/4"	STEEL	---	---	---	---	---	---	---	
103D	3'-0"	7'-0"	1 3/4"	STEEL	---	---	---	---	---	---	---	
103E	18'-0"	10'-0"	1 3/4"	STEEL	---	---	---	---	---	---	---	
103F	11'-0"	10'-0"	1 3/4"	STEEL	---	---	---	---	---	---	---	
104A	3'-0"	5'-8"	1 3/4"	STEEL	---	---	---	---	---	---	---	
105A	3'-0"	5'-8"	1 3/4"	STEEL	---	---	---	---	---	---	---	
106A	3'-0"	5'-8"	1 3/4"	STEEL	---	---	---	---	---	---	---	
107A	3'-0"	5'-8"	1 3/4"	STEEL	---	---	---	---	---	---	---	
108A	3'-0"	5'-8"	1 3/4"	STEEL	---	---	---	---	---	---	---	
109A	3'-0"	5'-8"	1 3/4"	STEEL	---	---	---	---	---	---	---	
111A	3'-0"	5'-8"	1 3/4"	STEEL	---	---	---	---	---	---	---	
112A	3'-0"	5'-8"	1 3/4"	STEEL	---	---	---	---	---	---	---	
113A	3'-0"	5'-8"	1 3/4"	STEEL	---	---	---	---	---	---	---	
114A	3'-0"	5'-8"	1 3/4"	STEEL	---	---	---	---	---	---	---	
115A	3'-0"	5'-8"	1 3/4"	STEEL	---	---	---	---	---	---	---	
116A	3'-0"	5'-8"	1 3/4"	STEEL	---	---	---	---	---	---	---	
118A	3'-0"	5'-8"	1 3/4"	STEEL	---	---	---	---	---	---	---	

WINDOW SCHEDULE						
MARK	QTY	SIZE		TYPE	MATERIAL	NOTES
		WIDTH	HEIGHT			
1	3	4'-0"	3'-0"	---	---	---
2	8	6'-0"	4'-0"	---	---	---

GAY & ASSOCIATES
 1470 31ST AVENUE
 COLUMBUS, NE 68601
 402/562-6074



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MEYER OFFICE & SHOP
 983 WORTHMAN BLVD
 SEWARD, NEBRASKA 68434



DATE: 10/20/2023
 DRAWN BY: MCB
 CHECKED BY: MCB
 SCALE: AS SHOWN
 PROJECT NO: 24-0000
 SHEET NO: SCHEDULES

NOTES:

1. CHECK FOR INTERFERENCE WITH ALL STRUCTURAL MEMBERS AND EXISTING ELECTRICAL EQUIPMENT.
2. NON-USC EQUIPMENT DEPICTED IN THE LAYOUT IS FOR REFERENCE ONLY
3. DIMENSIONS IN PARENTHESES ARE FOR REFERENCE AND MAY CHANGE BASED ON NON-USC EQUIPMENT.
4. ADDING A DIVERTER COULD RESULT IN A 10% REDUCTION IN OVERALL TREATER CAPACITY.

APPROVAL REQUIRED

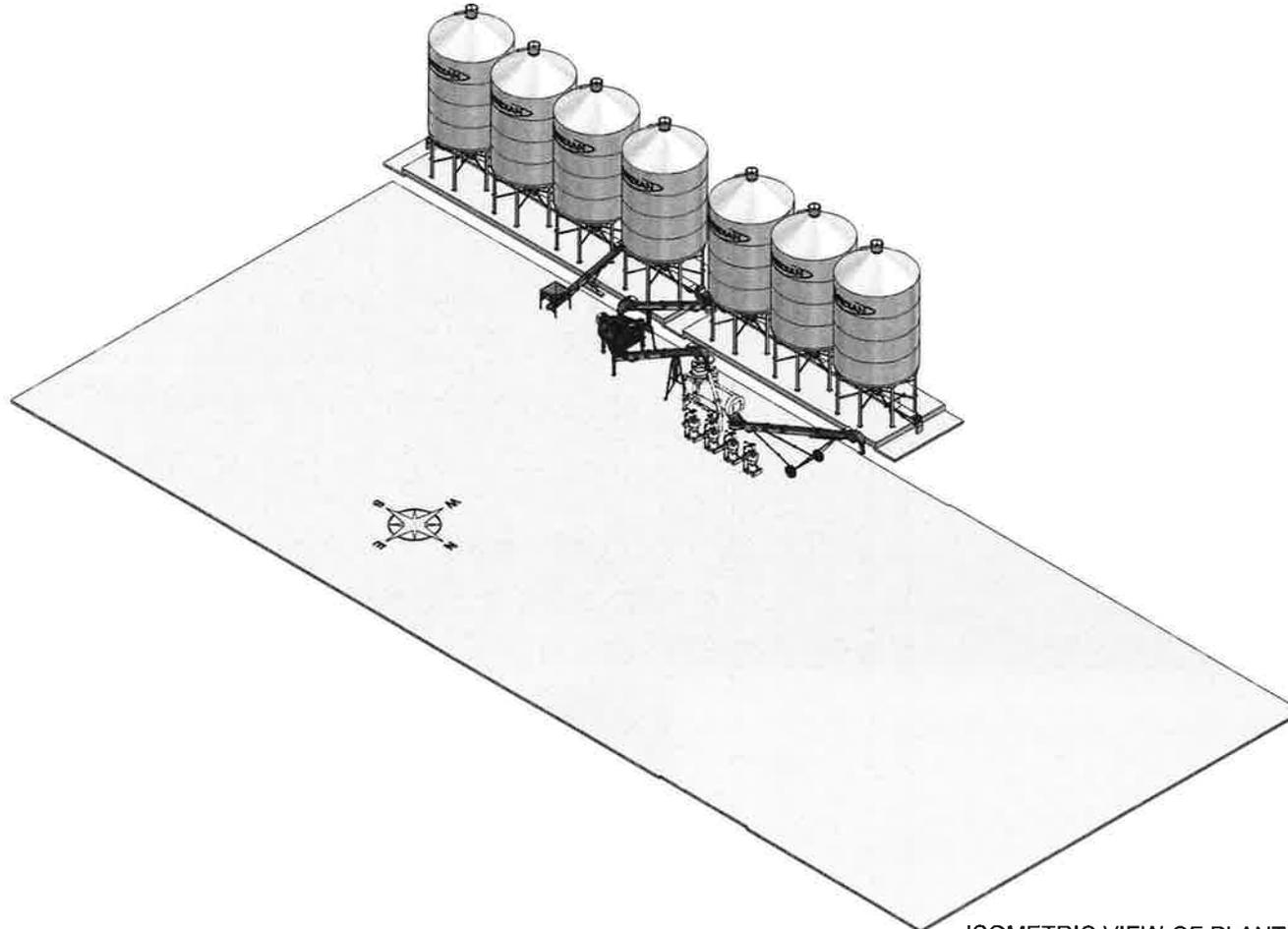
- APPROVED AS SUBMITTED
 APPROVED WITH CHANGES

SIGNED _____

DATE _____

REVISION HISTORY

REV	DATE	BY
F	1/19/24	PWB
G	1/25/24	PWB
H	1/30/24	PWB
I	1/31/24	PWB



ISOMETRIC VIEW OF PLANT

USC NOT RESPONSIBLE FOR EQUIPMENT PERFORMANCE ISSUES RESULTING FROM DEALER OR END USER EQUIPMENT MODIFICATIONS THAT DEVIATE FROM THIS DRAWING

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USC, LLC.
Sabetha, Kansas 66534 USA

DWG#: LAYOUT 1 BS01991

TITLE: PLUM CREEK AG/USC DIRECT/SEWARD NE

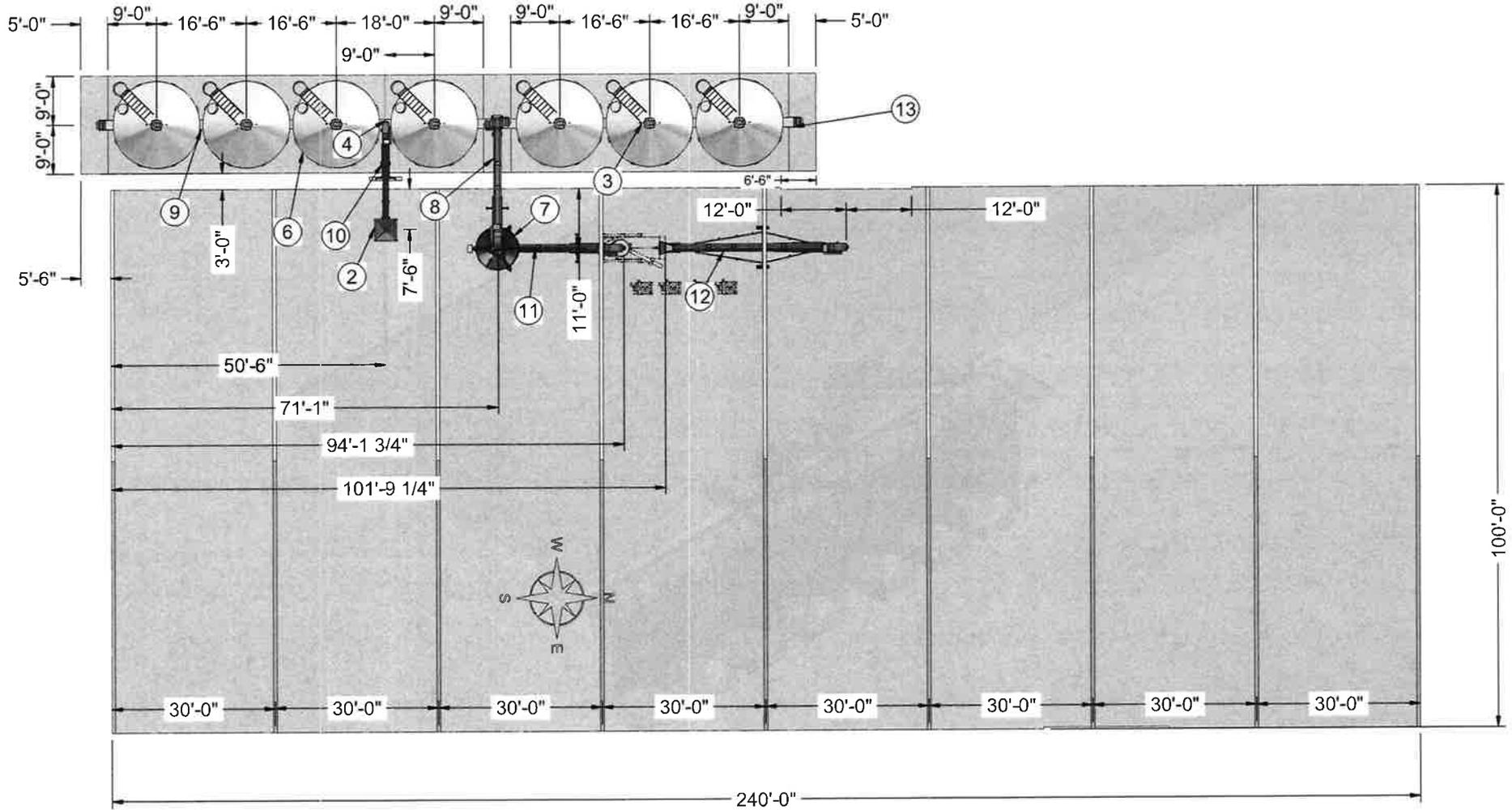
FILENAME: LAYOUT 1 BS01991

REV I

SHEET 1

PROJ: BS01991

01/31/24 at 13:04



PLAN VIEW OF PLANT

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USC, LLC. Sabetha, Kansas 66534 USA	DWG#: LAYOUT 1 BS01991	REV I
	TITLE: PLUM CREEK AG/USC DIRECT/SEWARD NE	SHEET 2
FILENAME: LAYOUT 1 BS01991	PROJ: BS01991	01/31/24 at 13:04

Item #	Part #	Title	Qty
1*	05-05-0112	ASSY UB CNVR HANGER LONG	2
2	05-07-0313	HOPP PRO BOX ADJ LEG & SLGT	1
3	13-05-0293	ASSY UB HOPP MERIDIAN 8IN	7
4	13-05-0750	ASSY UB INLET STUB 10 DIA	1
5*	13-10-0021	KIT INSTALL MCNCL BIN SITE (NO CHARGE)	1
6	1620	MERIDIAN 1620	7
7	2023EWR-07-21.2	TF UPGRADE-26649	1
8	2023EWR-07-21E.6	CNVR UPGRADE - 29665	1
9	N/A	SHORTEN UNDERBIN FROM 72.5FT TO 90FT REMOVE DISCHARGE HEAD	1
10	TS25x201xS10	TUBE SERIES CONVEYOR	1
11*	TS35x251xS30	TUBE SERIES CONVEYOR	1
12	TS35x352xUC	TUBE SERIES CONVEYOR	1
13	UBDHx55	UNDERBIN 55FT DUAL HEAD CONNECTOR	1

FOR AUTOMATION AND CONTROLS PACKAGE PART NUMBERS, PLEASE REFERENCE CATALOG

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USC, L.L.C.
Sabetha, Kansas 66534 USA

DWG#: LAYOUT 1 BS01991

TITLE: PLUM CREEK AG/USC DIRECT/SEWARD NE

FILENAME: LAYOUT 1 BS01991

REV I

SHEET 3

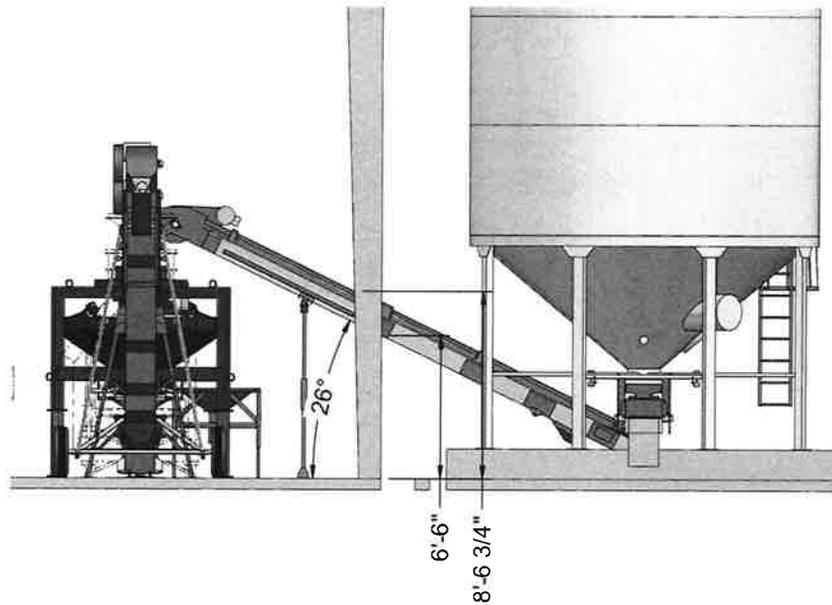
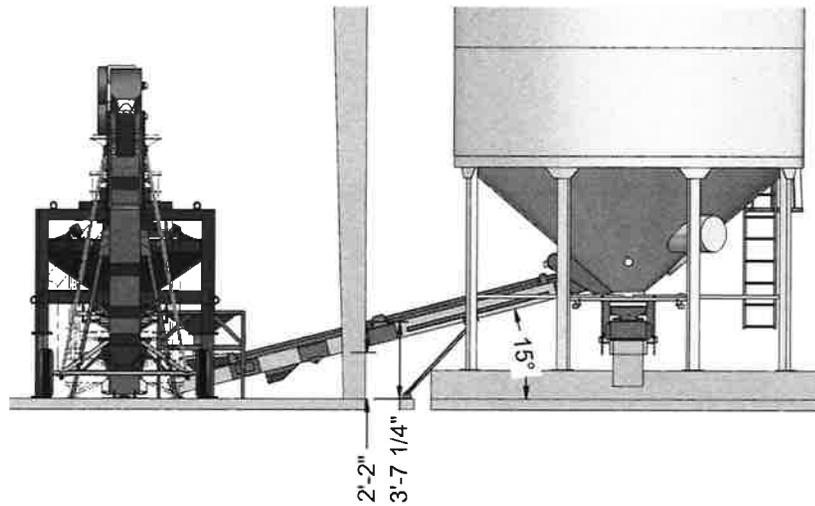
PROJ: BS01991

01/31/24 at 13:04

EXISTING EQUIPMENT

MFG	ORIGINAL SALES ORDER #	PART #	REV	DESCRIPTION	SERIAL #
	028928	PS40-1311-0100	01A	USC PUMP STANDS 2	26554
	028928	PS40-0321-5100	01A	USC PUMP STANDS 2	26558
	028928	PS40-0321-5100	01A	USC PUMP STANDS 2	26559
	028928	PS40-0321-5100	01A	USC PUMP STANDS 2	26560
	028928	BS CNL PKG UPGRADE-23496	A	BIN SITE CONTROL PANEL UPGRADE	23496
	028928	13-12-0144	B	CNTL PKG AUTO MCP WITH 4PC	26546
	028928	05-07-0830	A	TRTR BYPASS SHUTTLE SD 8FT LPV	26476
	028928	05-07-0832	A	TRI-FLO SEED WHEEL SERVO	26649
	028928	13-12-0138	A	CNTL PKG LIW ADD-ON UA4PC 4 PUMF	26662
	028928	LV081S10109	01E	USC TREATER	26648
	032740	TS3514530S52	03A	CONVEYORS WITH DIRECT DRIVE	29665
	032740	UBST192.5	02A	UNDERBIN CONVEYORS 1.5	29680

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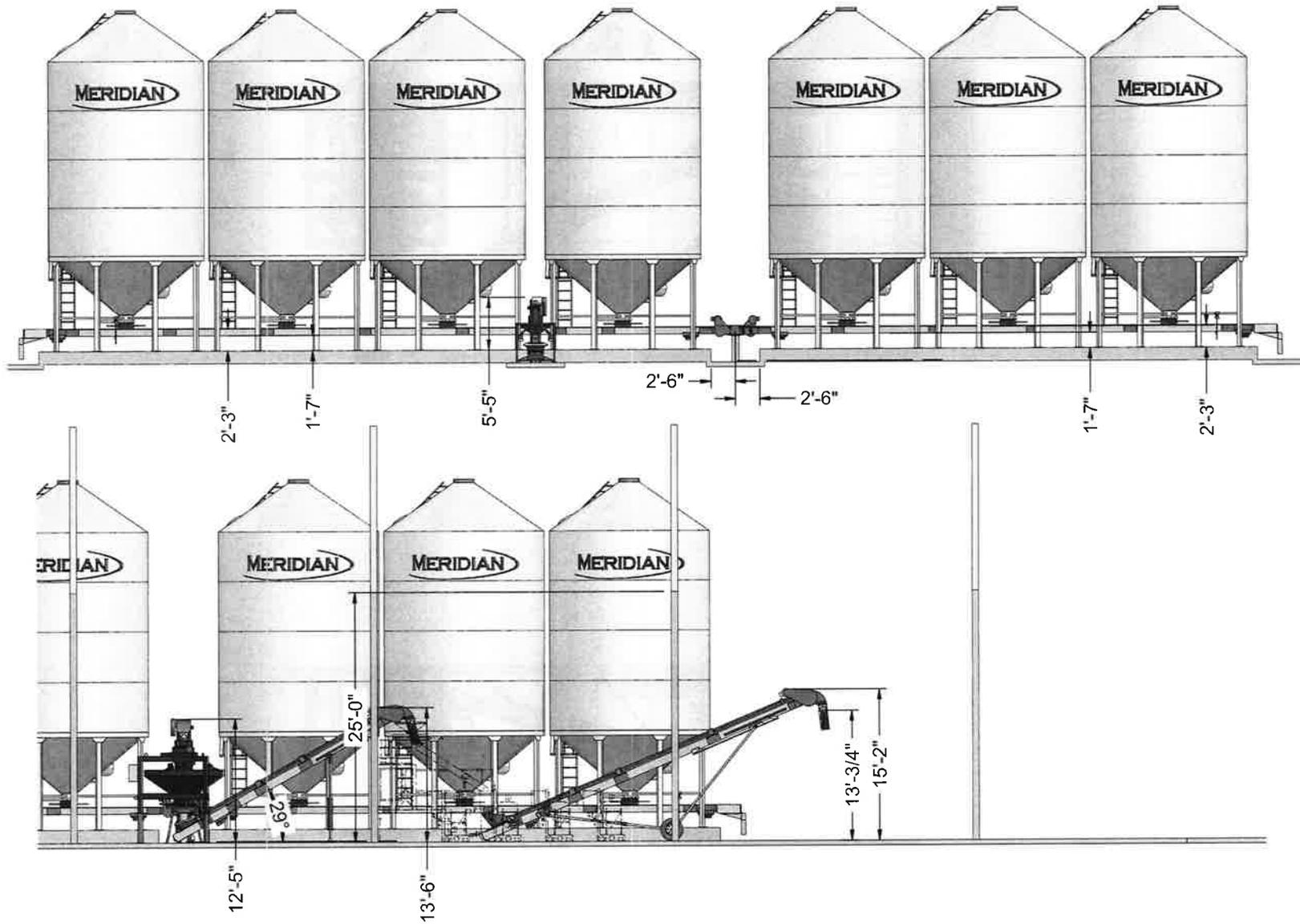
ELEVATION A OF PLANT

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USC, LLC.
Sabetha, Kansas 66534 USA

DWG#: LAYOUT 1 BS01991
TITLE: PLUM CREEK AG/USC DIRECT/SEWARD NE
FILENAME: LAYOUT 1 BS01991

REV I
SHEET 5
PROJ: BS01991
01/31/24 at 13:04

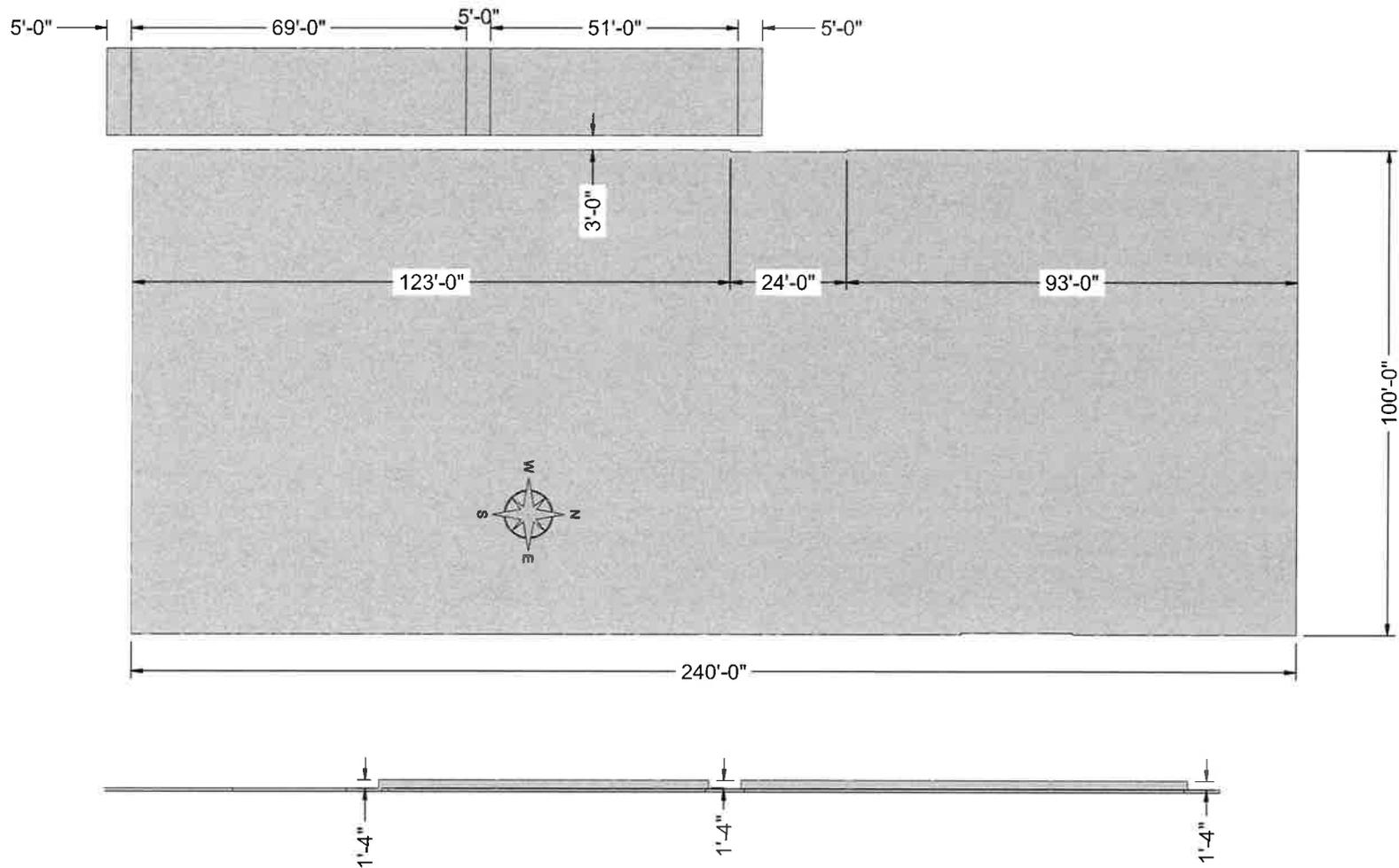


THIS MATERIAL IS THE CONFIDENTIAL AND PROPRIETARY PROPERTY OF USC, LLC. AND SHALL NOT BE USED WITHOUT PERMISSION.

USC, LLC.
 Sabetha, Kansas 66534 USA

DWG#: LAYOUT 1 BS01991
 TITLE: PLUM CREEK AG/USC DIRECT/SEWARD NE
 FILENAME: LAYOUT 1 BS01991

REV I
SHEET 6
PROJ: BS01991 01/31/24 at 13:04



ELEVATION VIEW

NOTE: THIS STEP DOWN AND RELATIONSHIP TO THE PLANT FLOOR IS CRITICAL TO THE PROPER FIT AND OPERATION OF THIS BIN SITE.

NOTES:

1. CONCRETE FOUNDATIONS ARE ONLY AS GOOD AS THE SOIL CONDITIONS AND BED PREPARATION UPON WHICH THEY ARE CONSTRUCTED
2. IT IS THE CUSTOMER'S RESPONSIBILITY TO OBTAIN NECESSARY PERMITS, TO CONTACT AN AREA CONTRACTOR / ENGINEER KNOWLEDGEABLE OF BED CONDITIONS AND REQUIREMENTS OF THE BIN SITE, AND TO ESTABLISH THE FINAL DESIGN OF THE SITE PREPARATION AND FOUNDATION.
3. ENGINEERING DRAWINGS, IF REQUIRED ARE THE RESPONSIBILITY OF THE CUSTOMER
4. USC,LLC WILL NOT BE HELD LIABLE FOR A CONCRETE FOUNDATION FAILURE.
5. THESE FOUNDATION DRAWINGS ARE PROVIDED ONLY AS A GUIDE TO THE POSITIONS OF STEP OFFS, AND THE BIN SUPPLIER'S RECOMMENDATIONS FOR MINIMUM FOOT PRINT.

THIS MATERIAL IS THE CONFIDENTIAL AND PROPRIETARY PROPERTY OF USC, LLC. AND SHALL NOT BE USED WITHOUT PERMISSION.

USC, L.L.C.
Sabetha, Kansas 66534 USA

DWG#: LAYOUT 1 BS01991

TITLE: PLUM CREEK AG/USC DIRECT/SEWARD NE

FILENAME: LAYOUT 1 BS01991

REV I

SHEET 7

PROJ: BS01991

01/31/24 at 13:04

County Line LLC

107 336 Rd
Dorchester, NE 68343 US
contact@countylinenebraska.com



Estimate

ADDRESS
Plum Creek Seed Services, LLC

ESTIMATE 1037
DATE 11/10/2023

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
misc parts		1	80,000.00	80,000.00
Labor		1	70,000.00	70,000.00

This is a rough estimate based on conversation with Kellen on plans for a new 100'x240' seed shed and a 40'x60' office.

TOTAL

\$150,000.00

- some items considered include:
- 400amp service to the building
 - EMT conduit throughout shop/seed shed
 - Romex in office area
 - power to 7 overhead doors
 - 2-3 Big Fans
 - LED lighting inside and outside
 - power to seed treater
 - power to radiant heaters
 - welder receipts
 - general use receipts and other lights throughout
 - office area electrical including Kitchen area

Accepted By

Accepted Date

JL Stutzman Contracting, LLC
 452 County Road 500
 Friend, NE 68359
 402-641-3525



Estimate

ADDRESS

Plum Creek Seed Services
 2837 Walker Road
 Seward, NE 68434 USA

ESTIMATE # 1517
DATE 12/07/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
12/07/2023	Steel Building	Sentinel Plainsman All-Steel Rigid Frame Building RED IRON 100'x240'x19' 1:12 Roof Slope 9- walk doors-panic bars not included 5- 48x36 windows Partition walls for workshop Interior liner package to ceiling R-13 insulation in partition walls R25 Thermalsteel insulation in exterior walls R-38 Simple saver ceiling insulation Certified Seward building drawings This line includes Sentinel building, freight and tax	1	426,370.80	426,370.80
12/07/2023	Erection	Erection, interior liner panel, exterior metal and install walk door/windows	1	183,744.00	183,744.00
12/07/2023	Mobilization	Unload and distribute building and insulation	1	5,552.00	5,552.00
12/07/2023	Gutters	480' of commercial gutters and downspouts	1	11,800.00	11,800.00
12/07/2023	Metal	Standard exterior color base trim package	1	1,406.00	1,406.00
12/07/2023	Metal	Upgrade roof to color sheeting-not galvalume	1	12,700.00	12,700.00
12/07/2023	Overhead Door	2-24'x16' overhead doors 3-20'x16' overhead doors 1-16'x16' overhead door 1-12'x12' interior overhead door	1	95,424.00	95,424.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		1-12'x12' overhead door Openers and misc Windows extra			
12/07/2023	Flatwork	Footings and flatwork per Schoch Concrete Engineered footings may raise this cost Exterior concrete not included	1	267,000.00	267,000.00
12/07/2023	Flatwork	Floor pits for wash bay Price per each	2	5,500.00	11,000.00
12/07/2023	Mobilization	Telehandlers, scissor lifts, man lifts etc needed through the building process	1	20,000.00	20,000.00
12/07/2023	Electrical	Rough-in and trim out shop only Service and temp power included	1	135,000.00	135,000.00
12/07/2023	General Contracting	Contracting fee to be applied to all sub-contractors, vendors, and materials on entire project 15%	1	0.00	0.00
Preliminary ESTIMATE			TOTAL		\$1,169,996.80

Accepted By

Accepted Date

Kellen Meyer 402-643-5625 - Project south of
Pet Source.

Top soil 4582 cy, this soil will be moved twice

Stock piled only

$$4582 \text{ cy} \times 2.80 \text{ per cy} = 12,829.60$$

After Building
and concrete
work is finished

Spread top in "Green Area's

$$4582 \text{ cy} \times 6.25 \text{ per cy} = 28,637.50$$
$$41,467.10$$

Earthwork 16,079 cy Excavation needed

16,079 cy Ex. needed

- 6,813 cy Ex. on site

9266 cy Barrow needed

Approx:

- 300 cy stock piled soil on north side, from Pet Source project

8966 cy - Barrow needed

- 1500 cy this is top soil that is in the Building and parking areas

7466 cy - Barrow needed

approx:

- 100 cy excavation for thicker concrete at Bluk Pad Area

7366 cy - Barrow needed, from

$$\frac{7366 \text{ cy}}{\div 23 \text{ cy per load}} = 320 \text{ loads}$$

$$\frac{3}{4} \text{ hr per load} \times 320 \text{ load}$$

240 hr.

At this time we do not know how many cubic yards will be generated from the Worthman Boulevard Street, if any. This information will come from the City.

With this information not known at this time, I will have to assume the Barrow diff will be 7366 cy.

This will be from Hartmann Barrow Pit

Next Page

Earthwork 16,079 cy Excavation

ON Site Excavation - 6813 cy

6813 cy

x 4.25 per cy

\$ 28,955.25

= \$ 28,955.25

stockpile soil from Wet Source project - 300 cy

300 cy

x 5.00 per cy

\$ 1500.00

= \$ 1500.00

topsoil that could be used as fill in non Building areas

1500 cy, This amount has been included in the topsoil item

excavation for thicker concrete for Bluk Pad Area

100 cy

This will be excavated with Excavator after fill has been placed.

x 15.50

\$ 1550.00

= \$ 1550.00

Borrow soil from Hartmann Pit 7366 cy

Royalty for soil @ 4.00 per cy = 29,464.00

loading fee @ 2.00 per cy = 14,732.00

hauling - side dumper

240 hr. @ 145.00 per hr. = 34,800.00

spread, compact

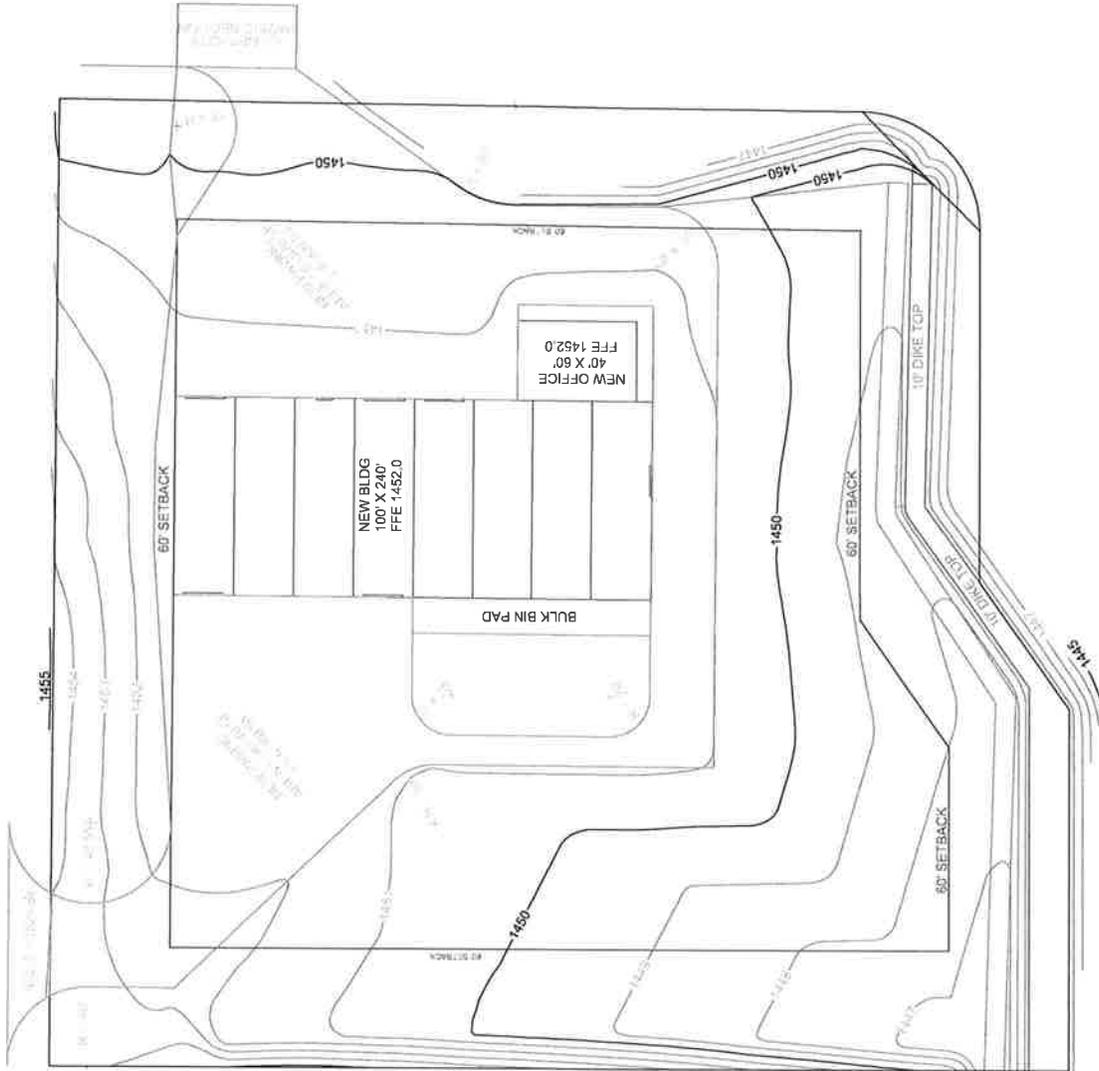
7366 cy @ 4.95 per cy = 36,461.70

115,457.70 = \$ 115,457.70

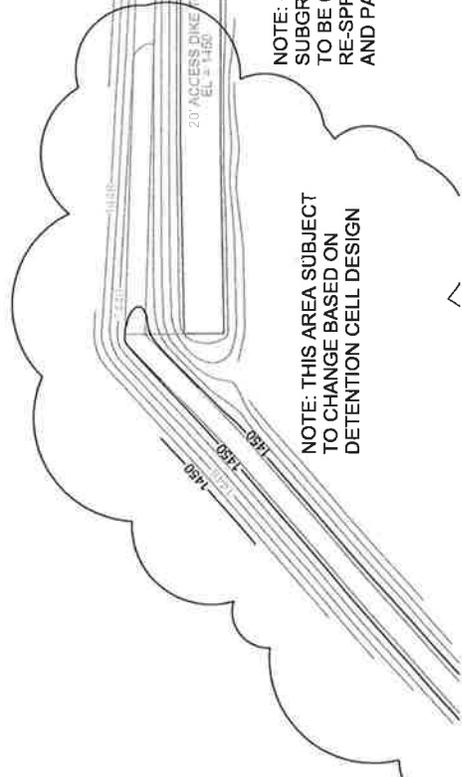
Fine Grading

= \$ 6,000.00

\$ 207,759.65



NOTE: CONTOUR GRADES ARE
 SUBGRADE. FINISHED GRADE
 TO BE 0.5' HIGHER AFTER
 RE-SPREADING OF TOP SOIL,
 AND PAVEMENT PLACEMENT



NOTE: THIS AREA SUBJECT
 TO CHANGE BASED ON
 DETENTION CELL DESIGN

ESTIMATE

JL Stutzman Contracting, LLC jared@jlstutzman.net
452 County Road 500 402-641-3525
Friend, NE 68359



Kellen Meyer

Bill to

Plum Creek Seed Services
2837 Walker Road
Seward, NE 68434 USA

Ship to

Plum Creek Seed Services
2837 Walker Road
Seward, NE 68434 USA

Estimate details

Estimate no.: 1552
Estimate date: 03/14/2024
Expiration date: 04/18/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.	03/21/2024	Flatwork Post footings, frost footings, spread footings and flatwork per print		1	\$45,000.00	\$45,000.00
2.	03/14/2024	Window Gerkin aluminum windows		1	\$13,000.00	\$13,000.00
3.	03/14/2024	Entry Door Commercial entry doors to match Gerkin aluminum windows		2	\$4,000.00	\$8,000.00
4.	03/14/2024	Framing Framing labor		3264	\$10.00	\$32,640.00
5.	03/14/2024	Sales Install windows		8	\$75.00	\$600.00
6.	03/14/2024	Materials Roof trusses, porch headers, walls and sheathing		3264	\$12.00	\$39,168.00
7.	03/14/2024	Drywall Drywall		1	\$20,000.00	\$20,000.00
8.	03/14/2024	Insulation Insulation		1	\$18,000.00	\$18,000.00
9.	03/14/2024	Paint Paint		1	\$17,500.00	\$17,500.00

10.	03/14/2024	Flooring Flooring	2400	\$10.00	\$24,000.00
11.	03/14/2024	Cabinets Break room cabinets and tops	1	\$18,000.00	\$18,000.00
12.	03/14/2024	Electrical Rough-in and trim out-service and shop. not included	1	\$35,000.00	\$35,000.00
13.	03/14/2024	Plumbing Plumbing-service and shop not included	1	\$30,000.00	\$30,000.00
14.	03/14/2024	HVAC Heating and cooling	1	\$20,000.00	\$20,000.00
15.	03/14/2024	Finish materials Interior doors, moulding and trims	1	\$16,000.00	\$16,000.00
16.	03/14/2024	Finish materials Exterior metal for walls Soffit and fascia Roof metal	1	\$20,000.00	\$20,000.00
17.	03/14/2024	Labor Install soffit, fascia, siding and roofing	1	\$20,000.00	\$20,000.00
18.	03/14/2024	Labor Labor and materials allowance to satisfy State Fire Marshall	1	\$8,000.00	\$8,000.00
19.	03/14/2024	Gutters Gutters	1	\$2,000.00	\$2,000.00
20.	03/14/2024	Stone Stone	1	\$25,000.00	\$25,000.00
21.	03/18/2024	General Contracting General Contracting	1	\$60,000.00	\$60,000.00

Total **\$471,908.00**

Note to customer

OFFICE

Expiry
date

04/18/2024

Accepted date 03/18/2024

March 20, 2024

RE: Meyco Holdings, LLC
1982 N. Imig Drive
Seward, NE 68434

Kellen and Michelle:

Meyco Holdings, LLC has been conditionally approved for financing to develop the lot and construct a commercial facility at 983 Worthman Blvd – Seward, NE. This conditional approval is subject to a maximum LTV of 80% and is contingent on TIF approval which may be included as a portion of the necessary equity required. This conditional approval is also based off of the financial information submitted. It is subject to normal lender verification requirements and an underwriting review of financial documents, including, but not limited to, income verification, debt verification, construction contracts, appraisal report, and title policy.

We look forward to assisting Meyco Holdings, LLC with their financing needs. If you have any questions, please call myself at (402) 643-3636.

Sincerely,

Justin B. Goranson
Vice President
NMLS #544182
Bank NMLS #489056

RE: TIF and Pre-Valuation

Marilyn Hladky <mhladky@sewardcountyne.gov>

Thu 3/7/2024 2:06 PM

To:KELLEN MEYER <kellen@plumcreekseed.com>

Hi Kellen,

I have received an estimated value for you. The land is currently at 182,000. New building; 1,821,190 for a total of 2,003,190.

Please let me know if you have any questions.

Marilyn

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

MeyCo Holdings LLC, Kellen Meyer

PC HEARING DATE

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT

Monday May 13, 2024

983 Worthman Blvd, I-1 Limited Industrial District

ADJACENT ZONING DISTRICTS/USE:

North, BP, Industrial – Pet Source (SFD OPCO LLC)

South, I-1, Exempt – City of Seward

East, I-1, Exempt – City of Seward

West, I-1, Exempt – City of Seward

BRIEF SUMMARY OF REQUEST

MeyCo Holdings LLC is proposing to construct an agricultural business facility.



APPLICATION CONTACT

Kellen Meyer, 402-643-5625

1982 N Imig Drive, 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:

5.40 acres or 235224 square feet +/-

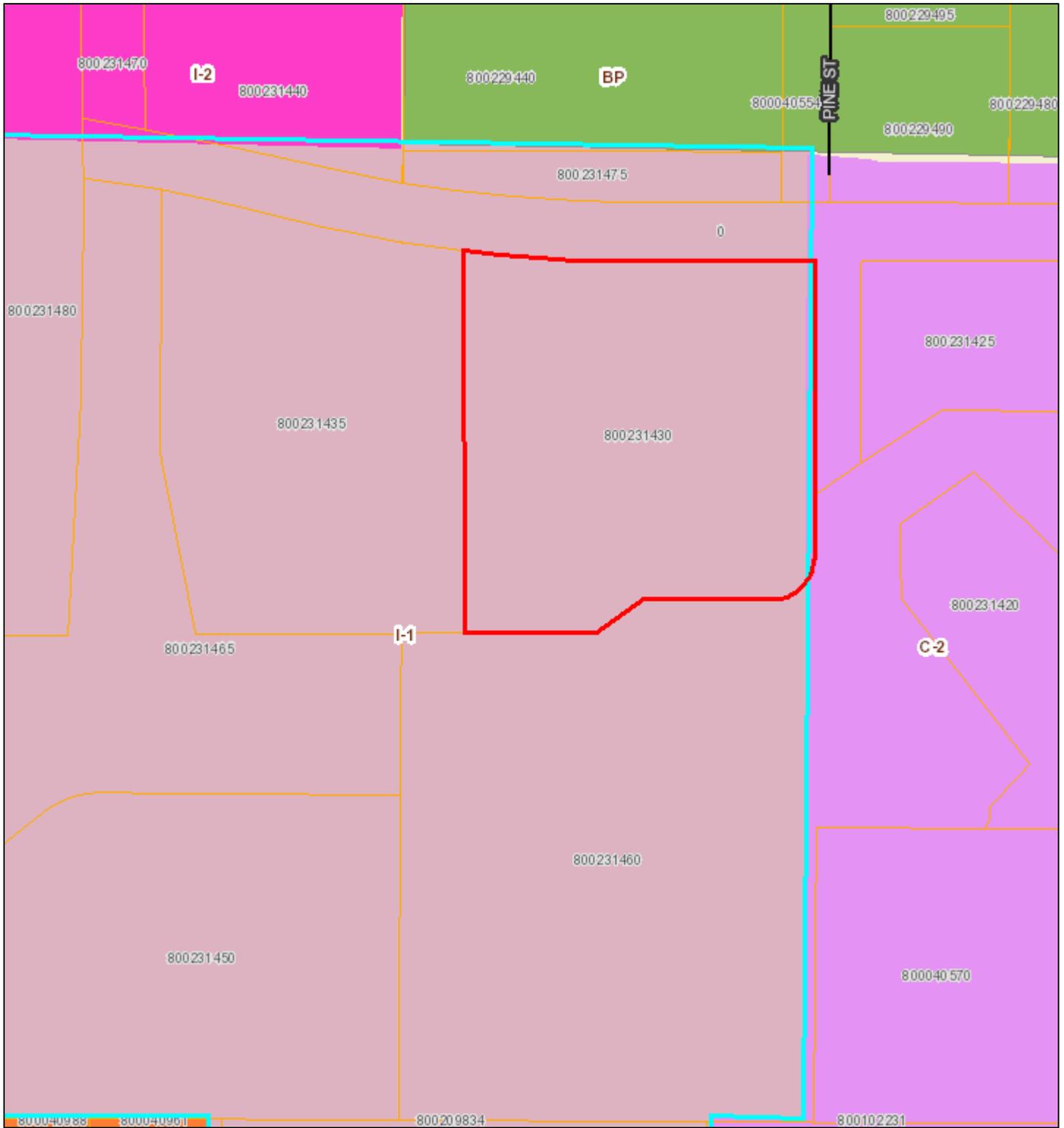
LEGAL DESCRIPTION:

Lot 3, Seward Rail Campus PUD First Addition, City of Seward, Seward County, Nebraska.

Prepared by

Tim Dworak

City of Seward Building-Zoning-Code Enforcement Director



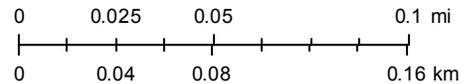
May 9, 2024

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

Legend

- | | | | |
|---------------|------|-----|------------|
| Streets | C-2 | MU | R-4 P.U.D. |
| Parcels | C/OS | R-1 | R-M |
| Zoning | CBD | R-2 | RR |
| AG | I-1 | R-3 | U/MC |
| BP | I-2 | R-4 | UC |
| C-1 | | | |

1:3,105



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

**PLANNING COMMISSION
CITY OF SEWARD, NEBRASKA**

RESOLUTION # 2024-02

(Amendment to Redevelopment Plan – MeyCo Holdings 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 MEYCO HOLDINGS 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 May 13, 2024, 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 18-2157 (the “Act”), as follows:

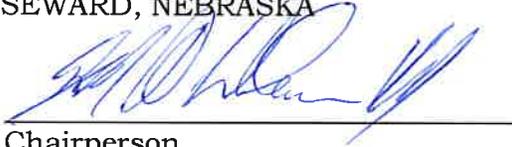
1. The Project Site is in need of redevelopment to remove blight and substandard conditions identified pursuant to the Act.

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 13th day of May, 2024.

PLANNING COMMISSION OF THE CITY
OF SEWARD, NEBRASKA

By: 

Chairperson

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

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

(MEYCO HOLDINGS REDEVELOPMENT PROJECT)

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

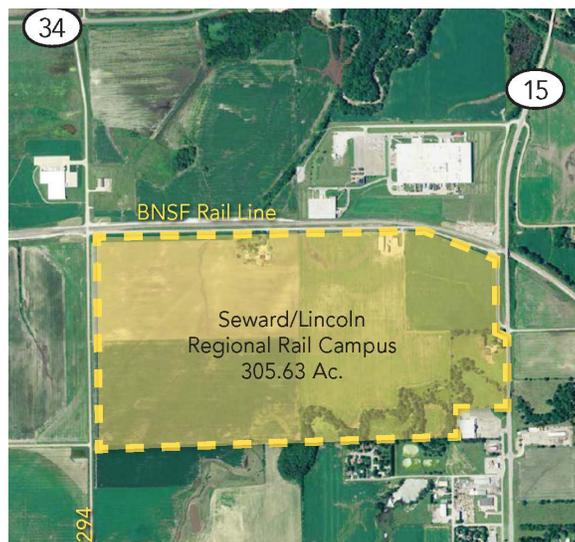
Pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 through 18-2157 (the “Act”), the City created the Community Redevelopment Authority of the City of Seward (“CRA”), which administers the Redevelopment Plan for the City.

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

Project Site

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

The Rail Campus Area is generally depicted below:



The Project Site is located in the Rail Campus Area, south of Petsource, and is generally depicted below:



The current land use map set forth in the 2018 City of Seward Comprehensive Plan (“Comprehensive Plan”) identifies the current land use as open space. The future land use map set forth in the Comprehensive Plan designates the future land use of the Project Site as industrial. The current and future land use maps set forth in the Comprehensive Plan are incorporated into the Redevelopment Plan by this reference. Portions of the current land use map and future land use map are set forth below.

Current Land Use Map:



Future Land Use Map:



Additionally, the Project Site and Rail Campus Area have been the focus of the City for strategic growth as a rail campus for a variety of industrial and commercial uses, and the Comprehensive Plan identifies the Highway 15 Corridor as a primary location for industrial and commercial development. The need for redevelopment of the Rail Campus Area in general has already been documented in the Redevelopment Plan.

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

The redevelopment of the Project Site pursuant to this Plan Amendment will eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan. The development of the Project Site will be the sixth redevelopment project in the Rail Campus Area. The other redevelopment projects in the Rail Campus Area are listed below:

1. Project Superior Redevelopment Project;
2. Project Superior Redevelopment Project – Phase 2;
3. Levander’s Body Shop Redevelopment Project;
4. IHC Properties Redevelopment Project; and
5. IHC Properties Redevelopment Project 2.

The Project

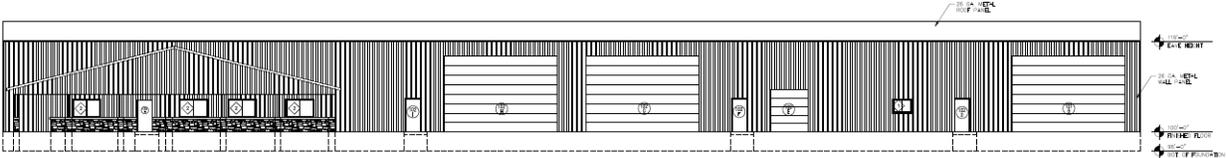
MeyCo Holdings, LLC (the “Redeveloper”) has submitted a proposal for the Project and the redevelopment of the Project Site. The project under consideration will consist of the construction of an agricultural business facility on the Project Site, including a 24,000 square foot shop, a 2,400 square foot office, bulk seed storage bins, and over 56,000 square feet of concrete for parking, deliveries, loading, and equipment storage (the “Project”). The facility will be occupied by Plum Creek Seed Services and Plum Creek Transfer. Plum Creek Seed Services offers agricultural products and services, including corn seed, soybean seed, and seed treatments. Plum Creek Transfer is a trucking company focused on van loads and commodity loads.

The shop will be a pre-engineered steel building with steel siding. The office will be stick framed and will use the same steel siding as the shop. There will also be a stone façade on the lower portion of the office as well as stone-wrapped pillars for the awning. The shop will consist of a truck bay, treatment drive through area, loading dock, warehouse area and a small shop/work area. The office will consist of four offices,

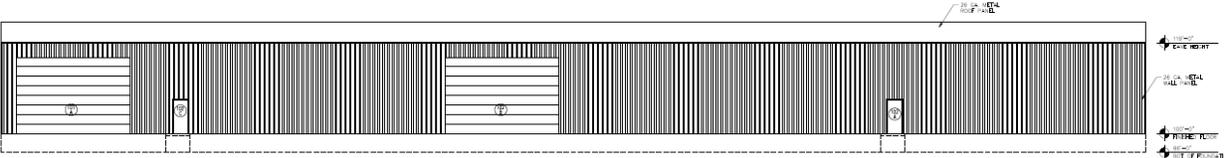
a conference room, bathrooms, and a common area with a basic kitchen.

Preliminary renderings of the facility are set forth below:

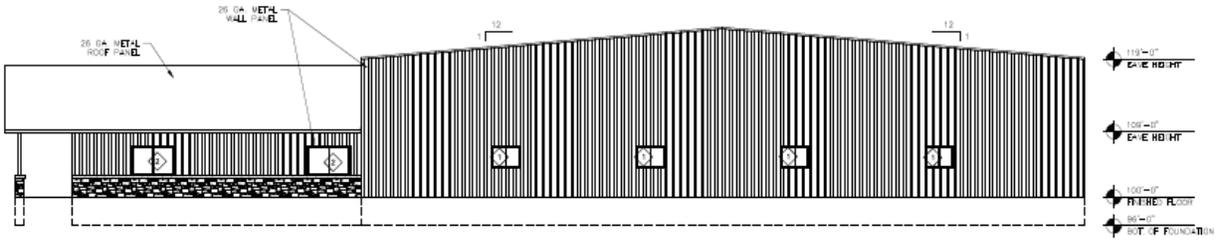
Front:



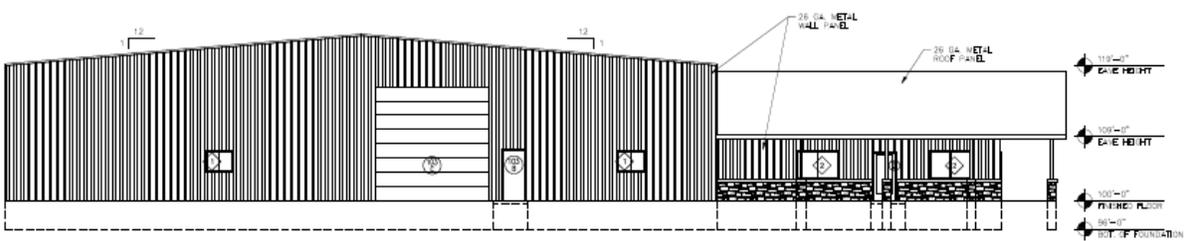
Rear:



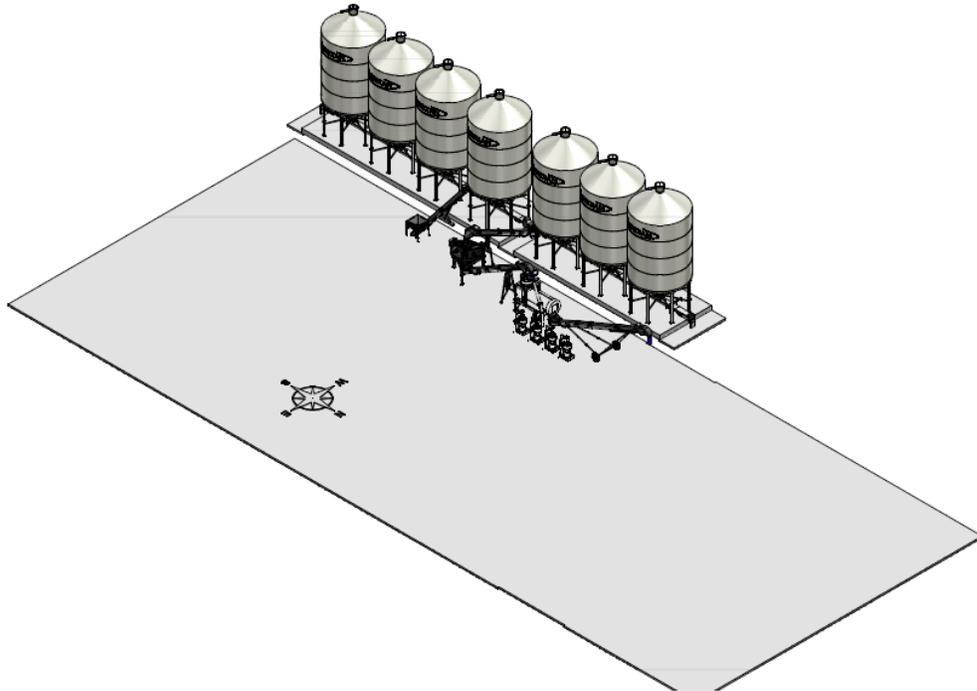
Right:



Left:



Bins:



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

The preliminary site plan and floor plan are attached as Exhibit “A-1” and incorporated herein by this reference. The CRA acknowledges that the plans are preliminary in nature and subject to change, but has included the current information submitted by Redeveloper. Redeveloper intends to commence construction in Spring or Summer 2024 and complete construction in the fourth quarter of 2024. The base year for the Project shall be 2024 and the effective date for the division of taxes shall be January 1, 2025.

The base value of the Project Site is anticipated to be \$182,000 which is the current assessed valuation of the Project Site. Pursuant to the Seward County Assessor’s preliminary appraisal of the proposed project, the projected completed valuation of the Project is \$2,003,190. The preliminary appraisal is not binding and is based upon the information and assumptions provided from Redeveloper to the Assessor. The CRA does not make any representations to the final value of any project.

Redeveloper estimates that the total Project costs shall be approximately \$3,560,000. Redeveloper has identified multiple eligible TIF uses including the \$736,989 in TIF-eligible expenditures set forth below:

Site Acquisition	\$493,970
Site Preparation	\$207,759
Façade Enhancements	\$20,000
Arch., Eng., and Legal Fees	\$15,260
Total estimated TIF eligible costs:	\$736,989

Based upon the anticipated completed valuation of \$2,003,190, and a 0.0% interest rate for the TIF Note, the Project will support approximately \$427,695 in TIF Indebtedness.¹ The identified TIF-eligible uses, together with the 3.0% 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 set forth above. The final, actual cost of all TIF-eligible expenses shall be certified by Redeveloper upon completion of construction. In addition to the TIF Indebtedness, Redeveloper has stated that the Project would be financed in part using investor equity and the remainder financed through a bank loan.

Statutory Elements

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

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property by the CRA is necessary to accomplish the Project. Redeveloper recently purchased the Project Site in preparation to undertake the Project.

B. Population Density

The proposed Project on the Project Site is an industrial project, involving the construction of an agricultural business facility. The Project will not significantly affect population density in the project area.

C. Land Coverage

The facility will be approximately 26,400 square feet on the approximately 5.4 acre lot. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Seward.

D. Traffic Flow, Street Layouts, and Street Grades

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

It is anticipated that the Project will increase traffic flow in and to the Project Site and the Rail Campus Area, including by semi-trailer trucks and other types of freight trucks. The Project Site is located along Worthman Boulevard, but is without direct access to the same. Worthman Boulevard has not been fully built out yet, but is currently in the design phase, and is slated to be completed in the fall of 2024, which will allow for two driveways to the north of the lot. Redeveloper will construct paving for ingress and egress therefrom. Pine Street is also currently planned to be extended further to the south, adjacent to the Project Site. The existing infrastructure is anticipated to be sufficient for the intended uses of the Project Site upon completion of the Project. TIF from further development of the Rail Campus Area is anticipated to pay for additional infrastructure that would benefit the Project Site, but no such anticipated future improvements are necessary for the use and operation of the Project.

E. Parking

The Project includes a large concrete area. The exact number of parking stalls for the Project Site is still being determined, but the Redeveloper shall be responsible for meeting all requirements of the City of Seward Zoning regulations. Approval of this Plan Amendment does not circumvent or supersede any building code or zoning requirements for the building and the Project Site.

F. Zoning, Building Code, and Ordinances

The Project Site is located in the I-1 – Limited Industrial District. The Project is a permitted use in the I-1 District. Redeveloper shall be responsible for obtaining all necessary zoning approvals. Approval of this Plan Amendment does not authorize any use that does not comply with the City of Seward zoning ordinance. Redeveloper will be responsible for complying with the City of Seward zoning ordinance, and will obtain any zoning, building code, or ordinance changes that are necessary for the Project.

Cost-Benefit Analysis

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

Additional Project Information from Redeveloper

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

EXHIBIT "A"
Legal Description of the Project Site

The property is located at 983 Worthman Boulevard in Seward (PID# 800231430).
The property is legally described as follows:

Lot 3, Seward Rail Campus PUD First Addition, City of Seward, Seward
County, Nebraska.

The general location of the Project Site is depicted below:

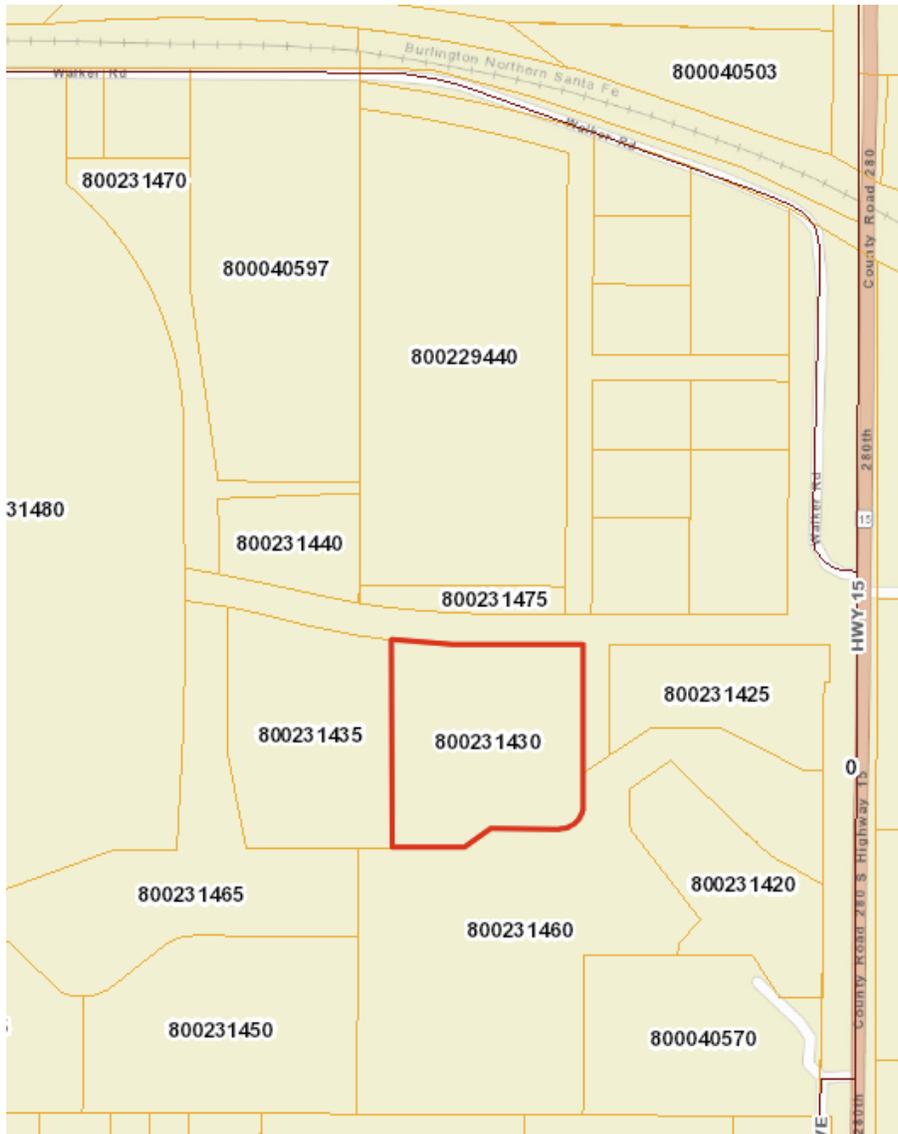


EXHIBIT "A-1"

Preliminary Site Plan and Floor Plan

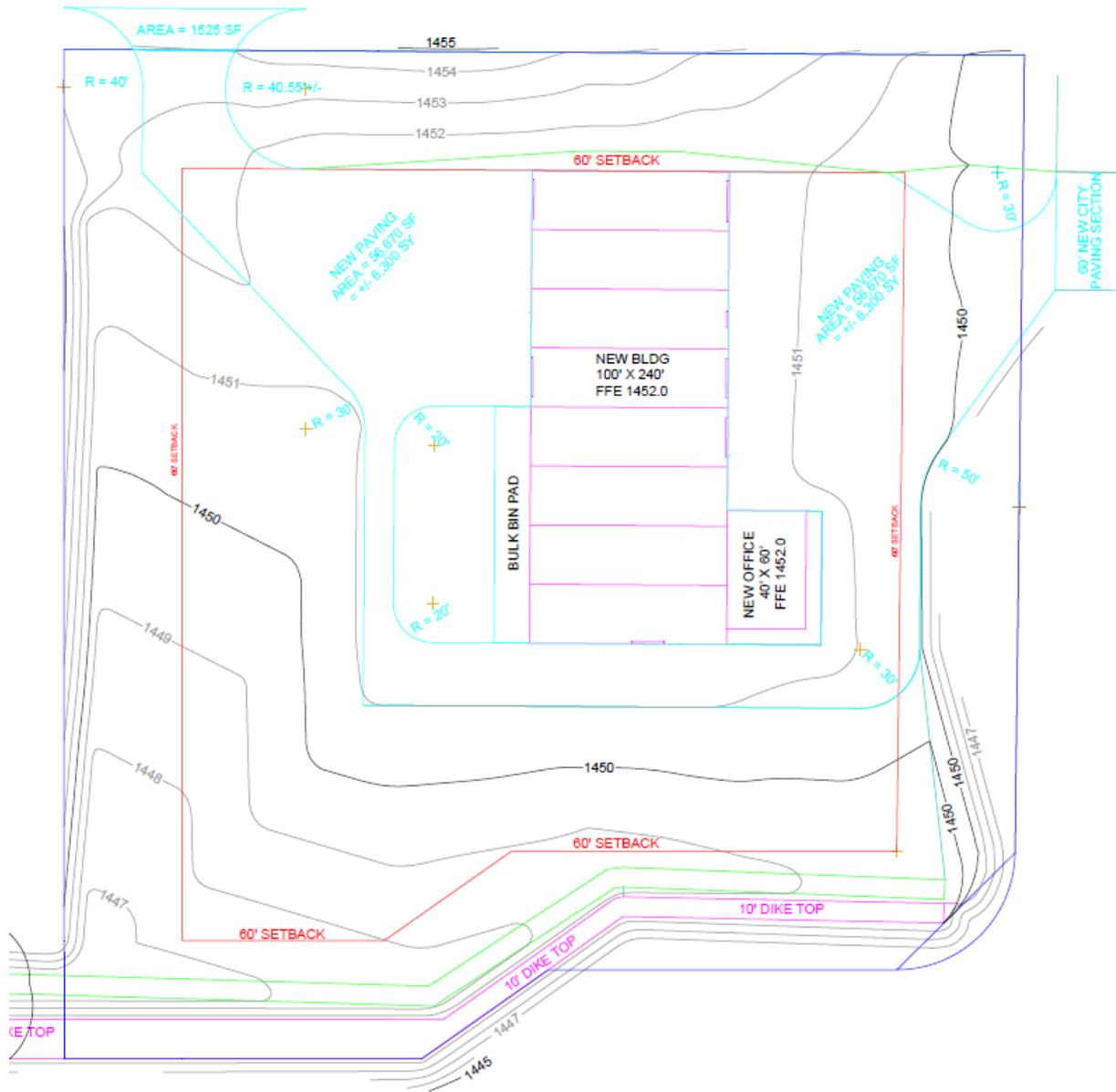


Exhibit "A-1"

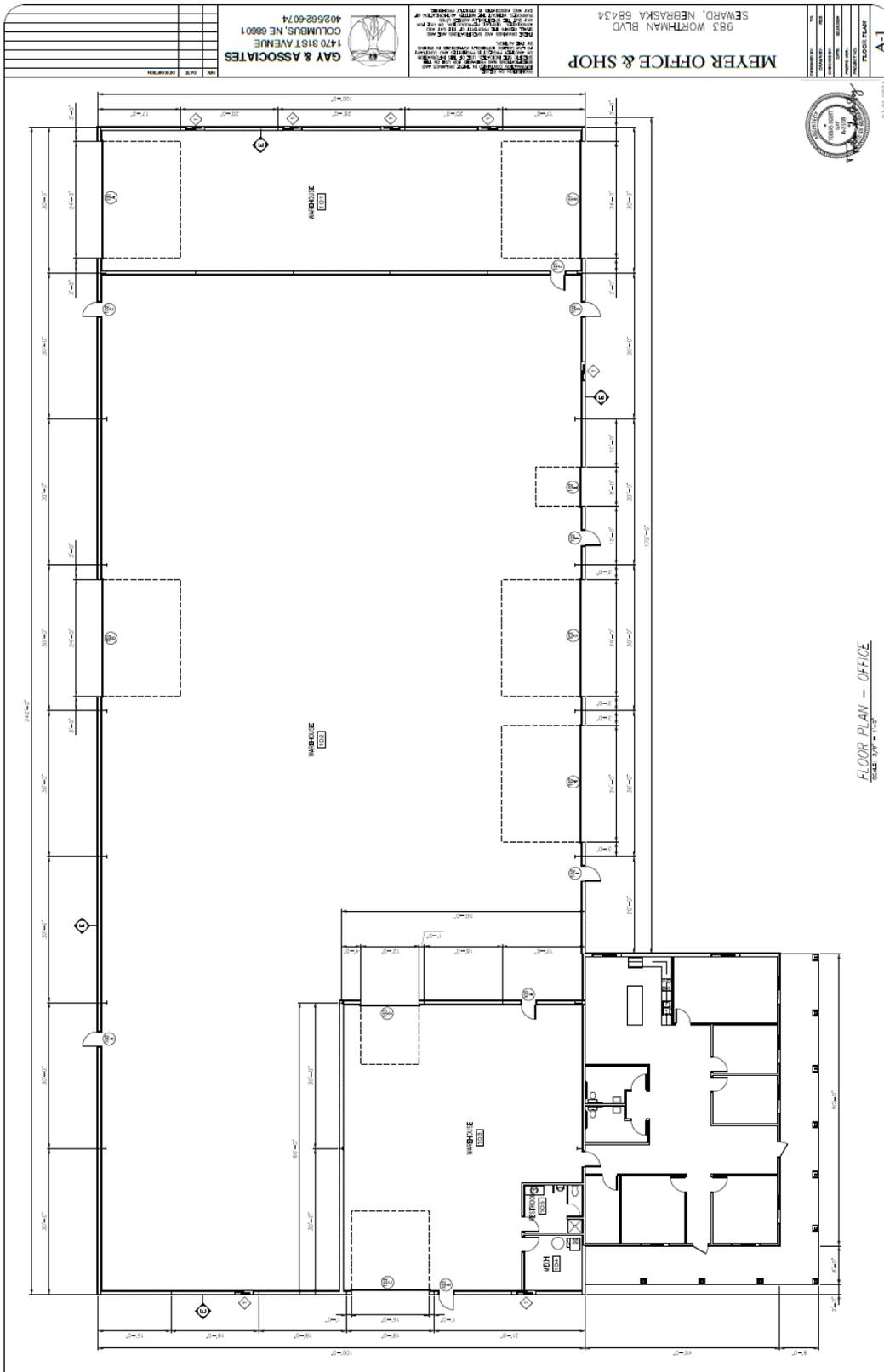


Exhibit "A-1"

EXHIBIT "B"
PROJECTED TIF SOURCES AND USES

1. TIF SOURCES:

Assumptions:

Tax Levy (2023)	1.565626
Interest Rate	0.0%
Number of Years	15

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project	\$182,000	\$2,849
Completed Project	\$2,003,190	\$31,362
Difference	\$1,821,190	\$28,513

TIF Calculations:

Annual TIF Amount	\$28,513
Total TIF	\$427,695
TIF Indebtedness (Present Value)	\$427,695
less 3% Admin Fee	(\$12,831)
Approx. Cost of Issuance (actual cost TBD)	(\$7,500)
TIF Available to Redeveloper	\$407,365

2. TIF USES:

Site Acquisition	\$493,970
Site Preparation	\$207,759
Façade Enhancements	\$20,000
Arch., Eng., and Legal Fees	\$15,260
<hr/> Total estimated TIF eligible costs:	<hr/> \$736,989

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

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

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

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

a.	Redevelopment Project Valuation:	\$182,000
b.	Projected Completed Project Assessed Valuation:	\$2,003,190
c.	Projected Tax Increment Base:	\$1,821,190
d.	Estimated Tax Levy:	1.565626
e.	Annual Projected Tax Shift:	\$28,513

Note: The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2023 levy rate. There has been no accounting for incremental growth or change in the tax levy over the 15 year TIF period. There has been no accounting for any annual state property tax credit.

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

a. Public infrastructure improvements and impacts:

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

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

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

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

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

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. There should be a positive impact throughout the Redevelopment Area because the Project will ameliorate conditions of blight that might otherwise deter businesses from locating or expanding in the area.

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

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

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

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

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

It is anticipated that the Project will create 2-3 full-time jobs. The positions will have competitive salaries for the industry with an average of each employee making \$50,000 to \$70,000. A benefits package including healthcare and retirement will be available to all full-time employees.

The Project will expand two existing businesses—Plum Creek Seed Services and Plum Creek Transfer. These businesses provide great representation for the agricultural sector in Seward as well as surrounding communities/counties. Additionally, these businesses serve our local agricultural producers.

There are no other material impacts determined by the agency relevant to the

consideration of the cost of benefits arising from the Project.

7. Summary of Findings:

The Project will facilitate the development of a blighted and substandard area of the City without the incurrence of significant public cost. Additionally, the Project will increase property tax revenue in the long-term. The benefits outweigh the costs of the proposed Project.

4860-8620-0504, v. 1

C. Presentation and Review of Redevelopment Agreement

REDEVELOPMENT AGREEMENT

(MEYCO HOLDINGS REDEVELOPMENT PROJECT)

This Redevelopment Agreement is made and entered into as of the ____ day of May, 2024, by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and MeyCo Holdings, LLC, a Nebraska limited liability company (“Redeveloper”).

RECITALS

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

B. The City of Seward, in furtherance of the purposes and pursuant to the provisions of the Act, has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

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

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

E. Redeveloper’s proposed redevelopment project will consist of the construction of an agricultural business facility and associated improvements on the Project Site, as more particularly described on the attached Exhibit “A”.

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

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

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

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

Section 1.01 Terms Defined in this Redevelopment Agreement.

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

A. “Act” means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2157, as amended, and acts amendatory thereof and supplemental thereto.

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

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

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

E. “Effective Date” means January 1, 2025.

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 Two Million Three Thousand One Hundred Ninety and No/100 Dollars (\$2,003,190.00).

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

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

J. “Project Completion Date” means December 31, 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 MeyCo Holdings, LLC, a Nebraska limited liability company.

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

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

Q. “Tax Increment” means in accordance with Neb. Rev. Stat. § 18-2147 of the 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 limited liability company in good standing and has the power to enter into this Redevelopment Agreement and perform all obligations contained herein.

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

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

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

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

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

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

ARTICLE III OBLIGATIONS OF THE CRA AND PUBLIC IMPROVEMENTS

Section 3.01 Capture of Tax Increment.

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

Section 3.02 Issuance of TIF Indebtedness.

On or after thirty (30) days following the approval and execution of this Redevelopment Agreement, the CRA shall incur or issue TIF Indebtedness in an amount not to exceed Four Hundred Twenty-Seven Thousand Six Hundred Ninety-Five and No/100 Dollars (\$427,695.00), as calculated on the attached and incorporated Exhibit “B”. The TIF Indebtedness shall be issued in a TIF Promissory Note in the form attached hereto as Exhibit “E” (“Note”). The TIF Indebtedness shall be purchased by Redeveloper or a lender of Redeveloper. The TIF Indebtedness shall not be a general obligation of the CRA or City which shall issue such Note solely as a conduit. If Redeveloper does not acquire and fund the TIF Indebtedness itself, Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the Note for the TIF Indebtedness. The TIF Indebtedness shall be secured by a pledge or assignment of the Tax Increment or otherwise secured by Redeveloper as required by the lender. The issuance of the TIF Indebtedness may be accomplished by offset so that the Redeveloper retains the TIF Revenues and no bankable currency is exchanged at closing of the TIF Indebtedness and issuance of the Note, except as otherwise provided herein. 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 cost of issuance and CRA fees shall be paid prior to the issuance of the Note. The Tax Increment shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

Section 3.04 Creation of Fund.

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

Section 3.05 Projected TIF Sources and Uses.

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

**ARTICLE IV
OBLIGATIONS OF REDEVELOPER**

Section 4.01 Evidence of Financial Ability.

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 on the Project Completion Date, and said

deficiency continues to exist thirty (30) days after Redeveloper's receipt of written notice from the CRA detailing the same, the CRA shall reduce the TIF Indebtedness amount and Redeveloper shall repay to the CRA within ten (10) days of said cost certification any amount in excess of the Eligible Project Costs issued prior to the Eligible Project Costs Certification. If the CRA requests, Redeveloper shall, from time to time, furnish the CRA with satisfactory evidence as to the use and application of the Tax Increment.

Section 4.04 No Discrimination.

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

Section 4.05 Pay Real Estate Taxes.

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

(b) 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 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:

MeyCo Holdings, LLC
Attn: Kellen Meyer
1982 N Imig Drive
Seward NE 68434
Kellen@plumcreekseed.com

[Signature Page Follows]

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

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

ATTEST:

By: _____
_____, Secretary

By: _____
_____, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of May, 2024, 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”
MEYCO HOLDINGS, LLC,
a Nebraska limited liability company

By: _____
Kellen Meyer, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of May, 2024, by Kellen Meyer, Manager of MeyCo Holdings, LLC, on behalf of the company.

Notary Public

EXHIBIT “A”
DESCRIPTION OF PROJECT

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

Lot 3, Seward Rail Campus PUD First 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 construction of an agricultural business facility on the Project Site, including a 24,000 square foot shop, a 2,400 square foot office, bulk seed storage bins, and over 56,000 square feet of concrete for parking, deliveries, loading, and equipment storage. The preliminary site plan and floor plan for the Private Improvements are attached hereto as Exhibit “A-1” for reference.

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

EXHIBIT "A-1" PRELIMINARY SITE PLAN AND FLOOR PLAN

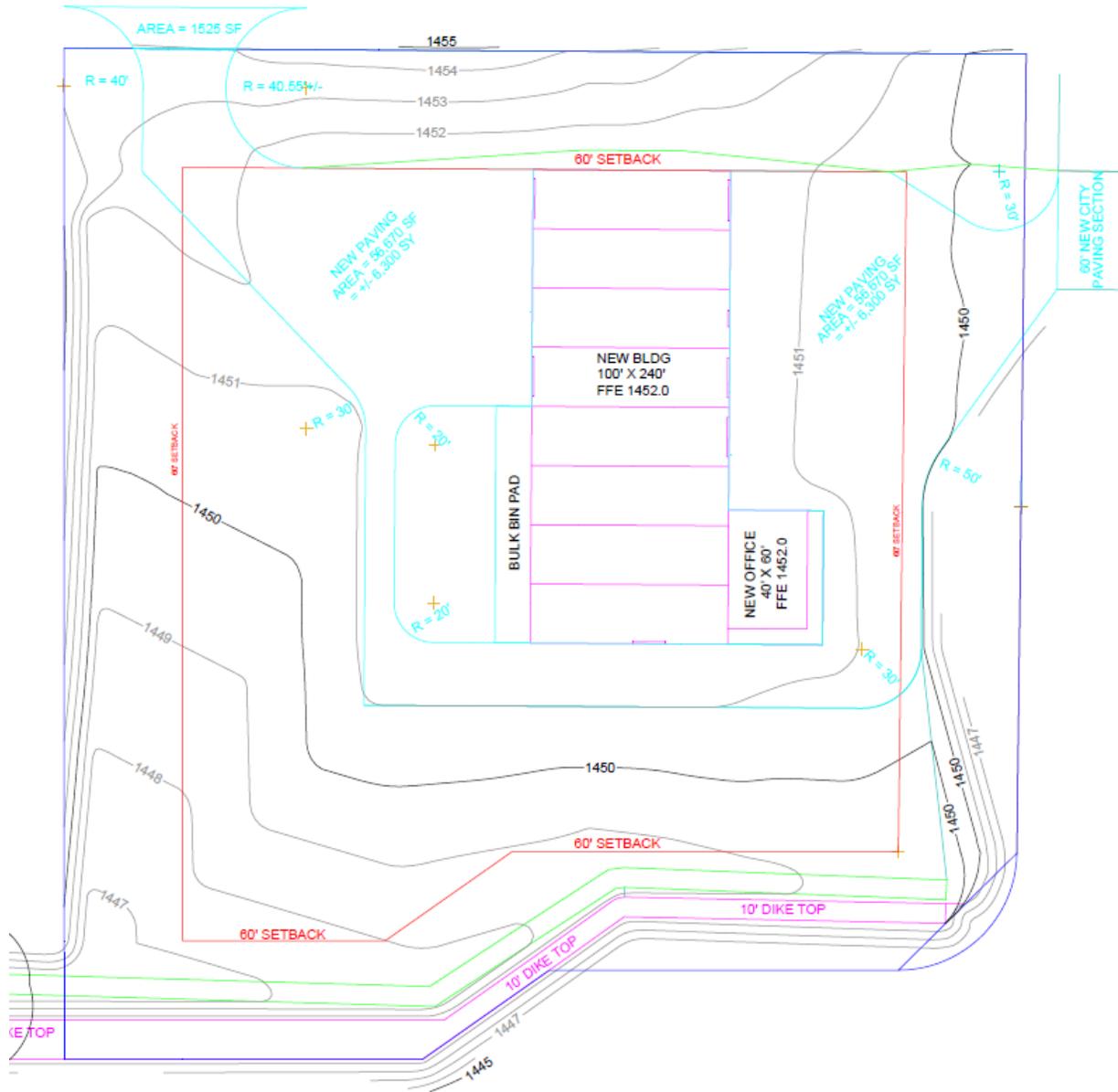


Exhibit "A-1"

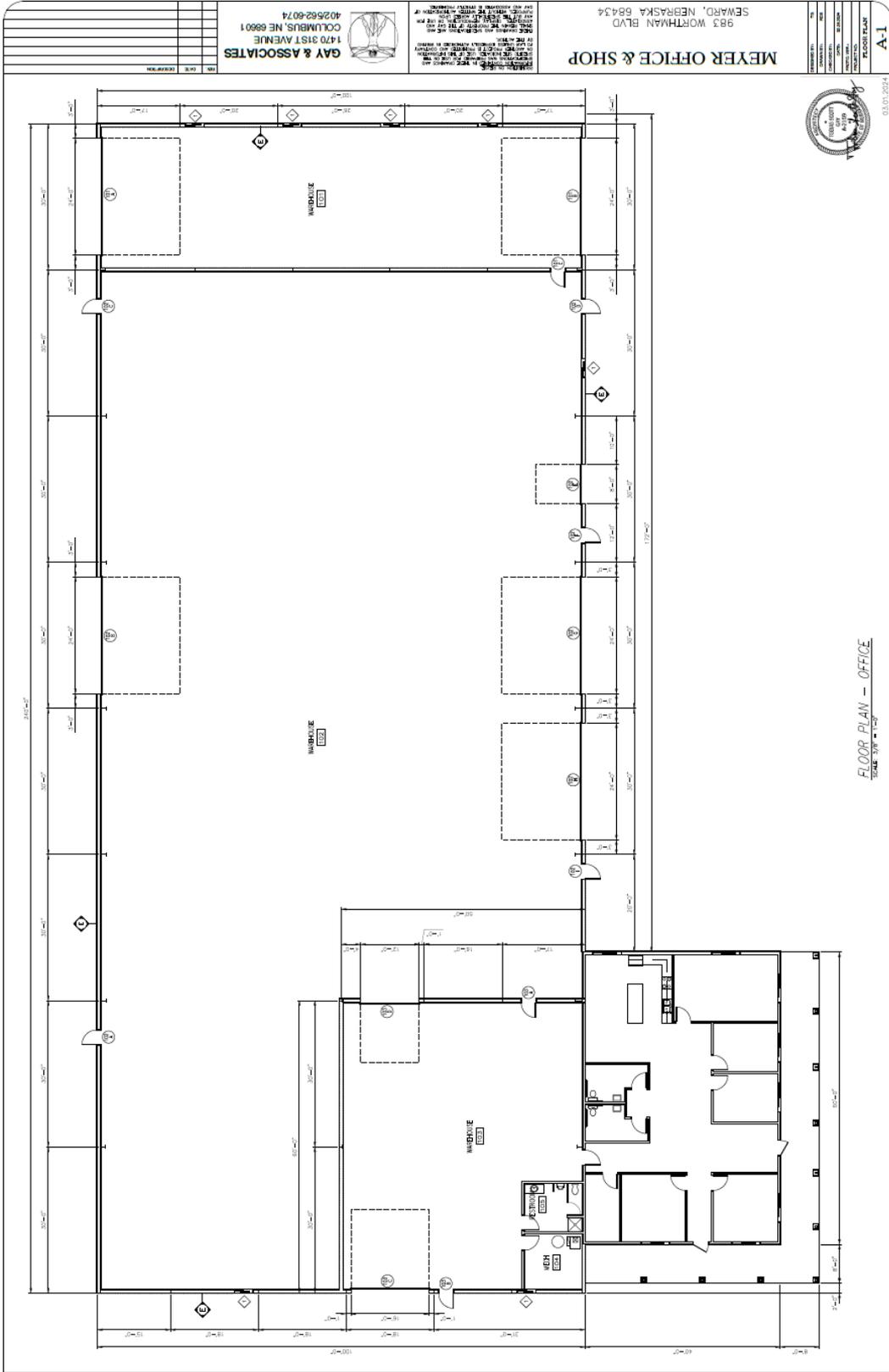


Exhibit "A-1"

**EXHIBIT “B”
TIF INDEBTEDNESS**

1. Projected Base Value: \$182,000
2. Projected Minimum Final Value: \$2,003,190
3. Projected Incremental Valuation: \$1,821,190
4. Assumed Tax Levy: 1.565626
5. Anticipated Tax Increment: 28,513 annually
6. Assumed Interest Rate: 0.0%
7. TIF Indebtedness:
 - a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$427,695, 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, 2039 (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.

**EXHIBIT “C”
PROJECTED TIF SOURCES AND USES**

1. TIF SOURCES:

Assumptions:

Tax Levy (2023)	1.565626
Interest Rate	0.0%
Number of Years	15

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project	\$182,000	\$2,849
Completed Project	\$2,003,190	\$31,362
Difference	\$1,821,190	\$28,513

TIF Calculations:

Annual TIF Amount	\$28,513
Total TIF	\$427,695
TIF Indebtedness (Present Value)	\$427,695
less 3% Admin Fee	(\$12,831)
Approx. Cost of Issuance (actual cost TBD)	(\$7,500)
TIF Available to Redeveloper	\$407,365

2. TIF USES:

Site Acquisition	\$493,970
Site Preparation	\$207,759
Façade Enhancements	\$20,000
Arch., Eng., and Legal Fees	\$15,260
<hr/> Total estimated TIF eligible costs:	<hr/> \$736,989

EXHIBIT “D”

After recording, please return to:

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

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(MeyCo Holdings Redevelopment Project)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this ___ day of May, 2024 by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and MeyCo Holdings, LLC, a Nebraska limited liability company (“Redeveloper”).

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

Lot 3, Seward Rail Campus PUD First 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 Follows]

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

ATTEST:

By: _____
_____, Secretary

By: _____
_____, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of May, 2024, 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”
MEYCO HOLDINGS, LLC,
a Nebraska limited liability company

By: _____
Kellen Meyer, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of May, 2024, by Kellen Meyer, Manager of MeyCo Holdings, LLC, on behalf of the company.

Notary Public

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

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

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

REDEVELOPMENT REVENUE NOTE
(MEYCO HOLDINGS REDEVELOPMENT PROJECT)

Maturity Date	Interest Rate	Original Issuance Date
December 15, 2040	0.0%	

Registered Holder	Principal Amount
MeyCo Holdings, LLC	\$427,695.00

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 (MeyCo Holdings Redevelopment Project), aggregating Four Hundred Twenty-Seven Thousand Six Hundred Ninety-Five and No/100 Dollars (\$427,695.00) (“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 18-2157, as amended and supplemented (the “Act”) and under and pursuant to the terms of that certain Redevelopment Agreement between the Issuer and MeyCo Holdings, LLC, a Nebraska limited liability company, for the MeyCo Holdings Redevelopment Project (the “Redevelopment Agreement”), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the “Project”). All such revenue has been duly pledged for the purpose of paying this Note.

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

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

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

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

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

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

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

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

[Signature Page Follows]

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: _____
_____, Secretary

By: _____
_____, Chairman

CERTIFICATE OF AUTHENTICATION

City Treasurer, City of Seward as
Paying Agent and Registrar

By: _____
Authorized Signatory

**EXHIBIT “F”
FORM OF CERTIFICATE OF COMPLETION
(MeyCo Holdings 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 3, Seward Rail Campus PUD First 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 May __, 2024, 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”
MEYCO HOLDINGS, LLC,
a Nebraska limited liability company

By: _____
Kellen Meyer, Manager

“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: _____

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

REDEVELOPMENT ELIGIBLE COSTS

Certified and Requested

Site Acquisition	\$ _____
Site Preparation	\$ _____
Façade Enhancements	\$ _____
Arch., Eng., and Legal Fees	\$ _____
<hr/>	
Total:	\$ _____ *

***Principal Amount of TIF Indebtedness shall not exceed \$427,695.**

MEYCO HOLDINGS, LLC,
a Nebraska limited liability company

By: _____
Kellen Meyer, Manager

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

Approved the by Chairman of the CRA:

_____, Chairman

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

CITY OF SEWARD, NEBRASKA

RESOLUTION NO. 2024-17

(Amendment to Redevelopment Plan–MeyCo Holdings Redevelopment Project)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA, APPROVING AN AMENDMENT OF THE REDEVELOPMENT PLAN FOR THE CITY OF SEWARD, NEBRASKA, INCLUDING THE MEYCO HOLDINGS REDEVELOPMENT PROJECT.

RECITALS

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

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

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

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

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

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

G. On May 21, 2024, the City Council held a public hearing relating to the question of whether the Redevelopment Plan Amendment should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

H. The City Council has reviewed the Redevelopment Plan Amendment, the cost benefit analysis prepared by the CRA and attached to the Redevelopment Plan Amendment, the recommendations of the Planning Commission, and has

duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, it is found by the City Council of the City of Seward, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2157 (the “Act”), as follows:

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

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

Dated this 21st day of May, 2024.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

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

CITY OF SEWARD, NEBRASKA

RESOLUTION # 2024-18

(Redevelopment Agreement – MeyCo Holdings Redevelopment Project)

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

RECITALS

A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2157, as amended (the “Act”), the City of Seward, Nebraska (“City”), has adopted a redevelopment plan (“Redevelopment Plan”) for certain portions of the City. A copy of the Redevelopment Plan is on file with the City Clerk for inspection.

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

C. On May 15, 2024, the CRA approved the Redevelopment Agreement for the Project.

D. The City Council has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the general plan for development of the City of Seward as a whole, as set forth in the City of Seward Comprehensive Plan, as amended, and in the best interests of the City.

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

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

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

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

Dated this 21st day of May, 2024.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

2. Public Hearing - 7:00 PM - Tax Increment Financing (TIF) Application by 360 Properties, LLC - TIF Attorney Andrew Willis
 - A. Presentation and Review of TIF Application

Tax-Increment Financing Application

CITY OF SEWARD, NEBRASKA

COMMUNITY REDEVELOPMENT AUTHORITY (CRA)

537 MAIN STREET – P.O. BOX 38 – SEWARD, NE 68434-0038
(Return to City Administrator's Office)

PROJECT SCOPE: (PLEASE PRINT OR TYPE ALL INFORMATION)

1. Applicant Information

360 Properties LLC

Business Name

Doug Oberhauser

Contact Person for Applicant

360 Larkspur Lane

Seward, Ne. 68434

Street Address

360 Larkspur Lane

Seward, Ne. 68434

Mailing Address

402-643-5711

Telephone

402-643-5711

Alternate Telephone

none

Fax

dougshvacllc@gmail.com

Email

LLC

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

Doug Oberhauser

Abbie Oberhauser

Owners

2. Project Description

- a. What type of business does this project involve (i.e. industrial, commercial, residential, etc.) HVAC
 - 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.: none
 - 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.: I will have a storefront that will sell filters and other HVAC accessories to the public.
 - 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.: HVAC, no impact to the environment as I follow all government guidelines. Existing industries should not be affected since I have been in Seward for 8 years already.
- b. What is the estimated number of new jobs this project will create? 3-4
- c. What is the pay scale and benefits package for these positions? 50-65k and vacation, medical and retirement

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.

2867 Progressive road

Seward, Ne 68434

Twin Oaks Development, Lot B, in replat of lots 5 & 8, 8.43 AC Seward County

100% Owned by Doug Oberhauser's property management company, 360 Properties

4. Physical Description of the Proposed Project:

Building square footage, size of property, description of building materials, etc. (Attach site plan, if available) 83'x60' 4,980 sq ft main building for office and material storage and 30'x70' 2,100 sq ft equipment storage building in back of main shop

4. Land Use:

- a. If property is to be subdivided, show division planned (attach copy of the plat): **no**
- b. Current Zoning of the property: **C2 Highway commercial**
- c. Is the proposed project a permitted use on the property? What permits would be required? **Building, HVAC, Electrical, Plumbing**
- d. Please describe any other relevant information relating to zoning, permitting, or similar land use issues: **Going to Ditch ally for the city to accommodate proper water runoff.**

City of Seward, Nebraska – City Administrator’s Office – 402.643.2928
CityofSewardNE.gov

6. **Estimated Project Costs:**

a. Land Acquisition, if applicable:	<u>\$50,00.00</u>
b. Site Development (itemize):	
i. Demolition:	\$0
ii. Grading:	<u>\$25,000.00</u>
iii. Site Preparation	<u>\$10,000.00</u>
iv. Other (Garage doors):	<u>\$41,000.00</u>
c. Building Construction Cost:	<u>\$ 185,500.00</u>
d. Other Site Improvements (Foundation)	<u>\$ 30,00.00</u>
e. Equipment: HVAC	<u>\$30,000.00</u>
f. Architectural and Engineering Fees: \$0 Included in building Package	
g. Legal Fees:	\$0
h. Financing Costs:	\$0
i. Broker Costs, if any:	\$0
j. Contingencies: %5	<u>\$28,415.00</u>
k. Electrical Plumbing Insulation Flatwork	<u>\$196,800.00</u>
Total:	<u>\$596,715.00</u>

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

- a. Construction Pro Forma. See note A
- b. Annual Income and Expense Pro Forma (with appropriate schedules).
See note B
- c. Applicant's Corporate/Business Annual Financial Statements for the last three years. See notes C - H

- d. Business Plan for the proposed project. I have been in the HVAC industry for over 25 years and this new building location is the next step in my business. I operate a HVAC company that specializes in service, installation of residential equipment. I would like to continue to add jobs in the future which would create opportunities for Seward residents.

Estimated Tax Increment:

- 8.
- 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.): \$572,760.00, as per Marilyn Hladky at Seward county office.
 - b. Latest property valuation before construction (from Property Tax Statement): \$86,155.00
 - c. Estimated increase in real estate valuation: \$486,605.00
 - d. Estimated new real estate tax generated annually: \$7,618.41

9. **Proposed Source of Financing:**

- a. Equity (prepayment on building and materials) \$59,671.50
- b. Bank loan (please provide conditional approval or commitment letters, if applicable): \$431,195.57 Note J
- c. Tax Increment Financing: \$105,847.93

10. Name and address of architect, engineer, and general contractor: Doug Oberhauser will general project. Engineered planes came with the building package.

11. **Project construction schedule:**

- a. Construction start date: 6-1-24
- b. Construction completion date: 9-1-24
- 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: \$105,847.93
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):

See note 1

Address drainage issues for the area	\$25,000.00
Parking for public(Portion of Flatwork)	\$45,825.00
Site acquisition	\$50,000.00
Upgraded HVAC	\$30,000.00

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

- a. Is your project economically feasible as designed without tax increment financing? If no, please indicate how tax increment financing is necessary for the economic feasibility of your project. No. I am a small business owner that has been serving the Seward Area for 8 years, with my slow growth over those 8 years I have grown my company to myself and 4 employees. To continue growing the company to the size of business I think Seward needs, I need a storefront at this time. With being such a small company, TIF funding would make this growth possible.
- b. Would you locate your project in the redevelopment area without Tax Increment Financing? Explain. No. building on this lot that has size and setback issues and that has been sitting vacant for 30 plus years needs TIF. With TIF, I will be able to address water runoff issues that will help me justify building on this property that is in a blighted area and will add value to surrounding properties and help with their drainage issues.

17. List any other long term public benefits your project will bring to the City, or any other information relevant to this application. Without the TIF funds I would have to continue to run my business out of my home or somewhere else in the Lincoln area. This will help my business grow in the Seward area. With Seward's growth, my HVAC business continues to be an important asset to support future residential and commercial expansion in the region.

"Applicant"

By: 360 Properties LLC

Name: Doug Oberhauser

Title: Managing Member

Note A

360 Properties LLC
Construction Pro Forma
2024

Cost related to Buildings Construction

Lot	50,000.00
Site Preparation	10,000.00
Grading/Hauling Dirt	25,000.00
Foundation	30,000.00
Plumbing	37,300.00
Flat Work Concrete	92,000.00
HVAC	30,000.00
Electrical	40,000.00
Windows/Doors	41,000.00
Building	185,500.00
Insulation	27,500.00
Contingencies	28,415.00

596,715.00

Owner equity in Construction 59,671.50

Total estimate value 656,386.50

Doug Oberhauser with over 20 years of construction experience will be the construction supervisor and will provide some of the labor involved with construction, installation of HVAC/venting and other miscellaneous build out of interior.

Note B

**360 Properties LLC
Profit and Loss Statement
2024 to 2028**

	2024	2025	2026	2027	2028
Income					
Rental Income	60,000.00	72,000.00	74,400.00	76,800.00	78,000.00
Other Misc revenue					
Total Income	<u>60,000.00</u>	<u>72,000.00</u>	<u>74,400.00</u>	<u>76,800.00</u>	<u>78,000.00</u>
Expenses					
Advertising	750.00	750.00	750.00	750.00	750.00
Travel	-	-	-	-	-
Cleaning and Main	600.00	630.00	662.00	695.00	730.00
Insurance	4,200.00	4,410.00	4,631.00	4,863.00	5,106.00
Profess Fees	1,500.00	1,575.00	1,654.00	1,737.00	1,824.00
Mortgage Interest	32,000.00	30,400.00	28,880.00	27,436.00	26,064.00
Other Interest	4,000.00	3,800.00	3,610.00	3,430.00	3,259.00
Repairs	1,200.00	1,260.00	1,323.00	1,389.00	1,458.00
Supplies	-	-	-	-	-
Taxes	4,000.00	4,200.00	4,410.00	4,631.00	4,863.00
Utilities	-	-	-	-	-
Supplies	-	-	-	-	-
Office	-	-	-	-	-
Fixed Assets	600.00	630.00	662.00	695.00	730.00
Depreciation	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
Total Expenses	<u>63,850.00</u>	<u>62,655.00</u>	<u>61,582.00</u>	<u>60,626.00</u>	<u>59,784.00</u>
Net Operating Income (Loss)	<u>(3,850.00)</u>	<u>9,345.00</u>	<u>12,818.00</u>	<u>16,174.00</u>	<u>18,216.00</u>

Note ~~1~~ T

Building expense	Cost
Lot	\$50,000.00
site prep	\$10,000.00
grading	\$25,000.00
foundation	\$30,000.00
plumbing	\$37,300.00
flat work concrete	\$92,000.00
HVAC	\$30,000.00
electrical	\$40,000.00
windows/doors	\$41,000.00
building	\$185,500.00
insulation	\$27,500.00
contingencies	\$28,415.00
Total	\$568,300.00

note J



April 12, 2024

360 Properties LLC

Union Bank and Trust Company has approved the loan request for 360 Properties LLC for the construction of Commercial Real Estate. Loan is contingent upon the following:

➤TIF Funding

➤Final SBA Approval . Satisfactory SBA environmental. Pre-approval has been granted

Sincerely,

Stacia Thiesen

Stacia Thiesen
Small Business Officer
Union Bank and Trust
402-323-1996

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

360 Properties

PC HEARING DATE

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT

Monday May 13, 2024

2867 Progressive Road, C-2 Highway
Commercial District

ADJACENT ZONING DISTRICTS/USE:

North, C-2, Commercial – Peek Commercial Property LLC

South, C-2, Commercial – Super Wash (Hung Dao)

East, AG, Agricultural – Pitsch Properties LLC

West, RM, Mobile Home Residential – Twin Oaks Place NE LLC (Randy Skillin)

BRIEF SUMMARY OF REQUEST

360 Properties is proposing to construct two buildings for the operation of a Heating, Ventilation and Air Conditioning business.



APPLICATION CONTACT

Doug Oberhauser, 402-643-5711

360 Larkspur Ln, 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:

0.43 acres or 18,901 square feet +/-

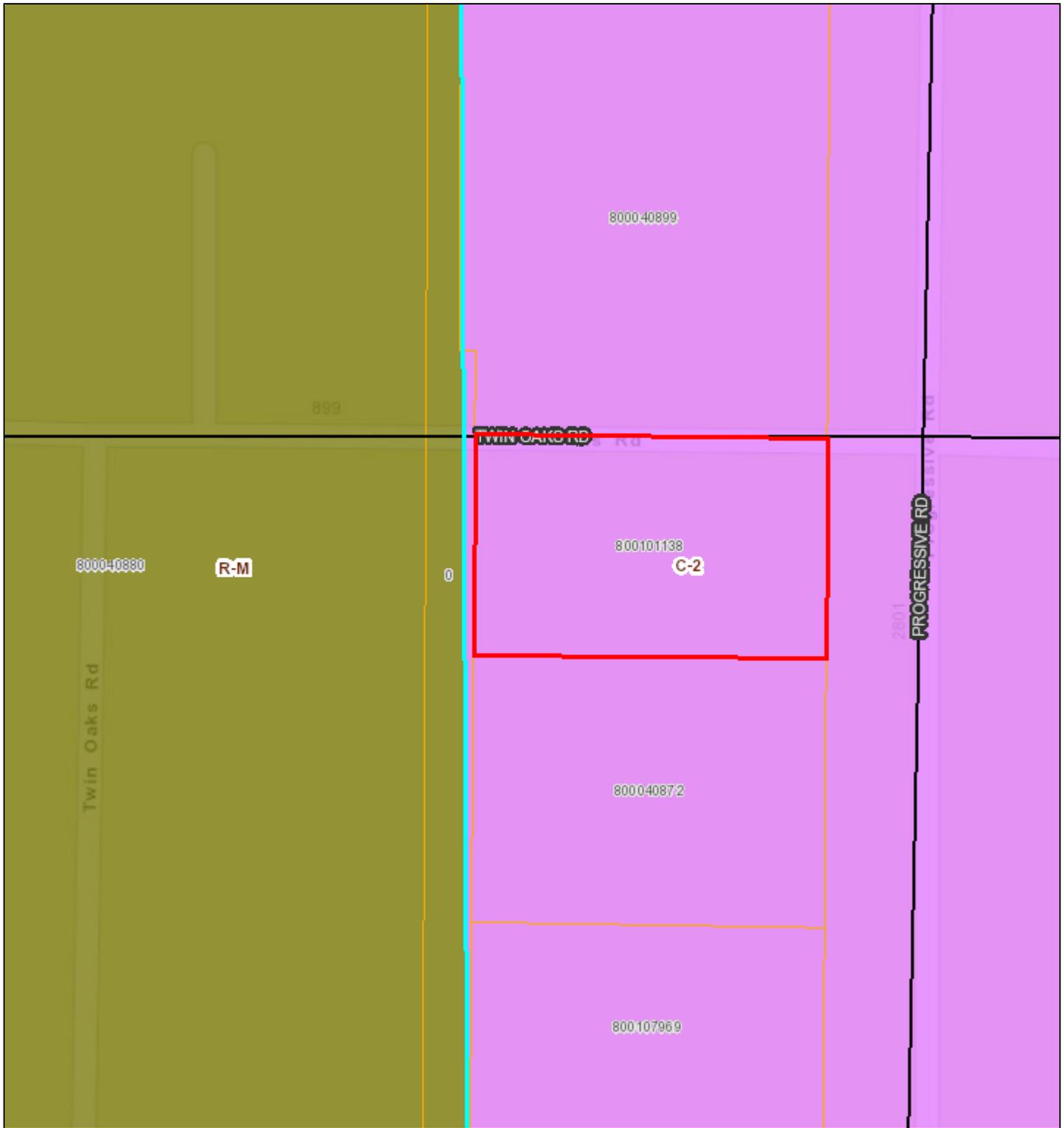
LEGAL DESCRIPTION:

Lot B, in replat of Lots 5 & 8, Twin Oaks Development, Seward, Seward, County, Nebraska

Prepared by

Tim Dworak

City of Seward Building-Zoning-Code Enforcement Director



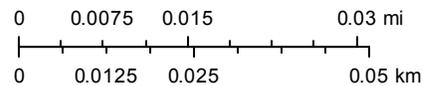
May 9, 2024

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

Legend

- | | | | |
|---------------|------|-----|------------|
| — Streets | C-2 | MU | R-4 P.U.D. |
| ▭ Parcels | C/OS | R-1 | R-M |
| Zoning | CBD | R-2 | RR |
| AG | I-1 | R-3 | U/MC |
| BP | I-2 | R-4 | UC |
| C-1 | | | |

1:1,076



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

**PLANNING COMMISSION
CITY OF SEWARD, NEBRASKA**

RESOLUTION # 2024-01

(Amendment to Redevelopment Plan – 360 Properties 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 360 PROPERTIES 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 May 13, 2024, 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 18-2157 (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 13th day of May, 2024.

PLANNING COMMISSION OF THE CITY
OF SEWARD, NEBRASKA

By: 

Chairperson

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

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

(360 PROPERTIES REDEVELOPMENT PROJECT)

The City of Seward, Nebraska (“City”) has undertaken a plan of redevelopment within the community pursuant to the adoption of the Redevelopment Plan for 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 18-2157 (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 2867 Progressive Road in Seward, Nebraska, as depicted below:

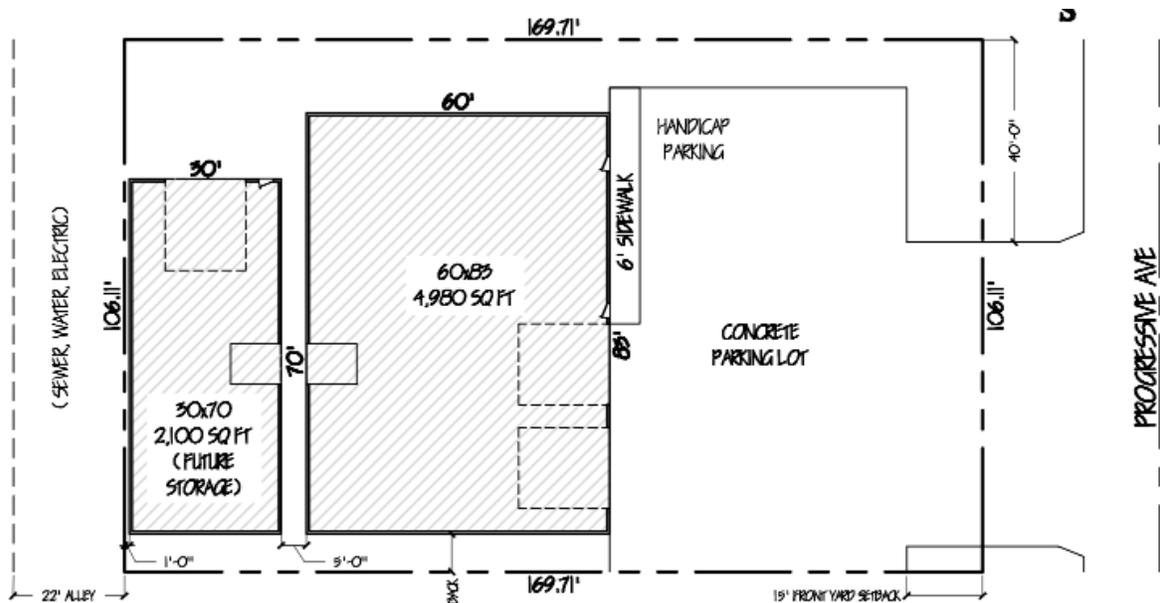


The Project Site is in need of redevelopment. The CRA has considered whether redevelopment of the Project Site will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CRA finds that such a redevelopment of the 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 is currently vacant. Both the Current Land Use Map and the Future Land Use Map of the Comprehensive Plan (defined below) designate the Project Site as Commercial. The Project Site and surrounding area have drainage issues that need to be remediated before any business can be constructed and operated on the Project Site.

The Redevelopment Project

360 Properties, LLC (“Redeveloper”) currently owns the Project Site. Pending approval of this Plan Amendment, Redeveloper intends to construct two buildings totaling approximately 7,080 square feet, together with all related improvements (“Project”). The buildings will be used for the operation of an company that specializes in service and installation of residential HVAC equipment. The main approximately 4,980 square foot building will be used for office, shop, and material storage. The building shall include a storefront to sell filters and other HVAC accessories to the public. The secondary, approximately 2,100 square foot building, shall be used for equipment storage. Below is a preliminary site plan for the Project:



Construction of the project is intended to commence in 2024 after Project approval and be completed in 2024.

The preliminary estimated total cost of the Project is \$596,715. The total cost includes an estimated \$170,000 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. Without TIF, construction of the Project Site would be cost prohibitive, and the Redeveloper could not develop the Project Site.

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 \$114,276 in TIF Indebtedness based upon the projected base value of \$86,155, an anticipated completed valuation of

\$572,760, and a 0% interest rate for the TIF Note.¹ 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 \$114,276. The final, actual cost of all TIF-eligible expenses shall be certified by Redeveloper upon completion of construction.

The base valuation year for the Project is anticipated to be 2024. The first year that the tax increment is anticipated to be captured will be 2025. 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. Redeveloper purchased the Project Site in November 2023.

B. Population Density

The proposed development of the Project Site is the construction of two commercial buildings on a vacant lot. As such, the Project will not materially affect the population density in the Redevelopment Area.

C. Land Coverage

The proposed development of the Project Site is the construction of two commercial buildings totaling approximately 7,080 square feet on an approximately 18,900 square foot lot. 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 Project Site is located on Progressive Road and Twin Okas Road, just off Highway 15.

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

The Highway 15 corridor is desirable for increased business and traffic. The existing public streets are sufficient to support the Project.

E. Parking

Redeveloper will add a parking lot that will create public parking on the Project Site. The parking lot will meet or exceed the parking requirements set forth in the applicable zoning district. The conditions of the public parking shall be set forth in the redevelopment agreement for the Project.

F. Zoning, Building Code, and Ordinances

The Project Site is located in the City of Seward C-2 Highway Commercial District. The Project is a permitted use within said zoning district. 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: (1) promoting a strong retail, restaurant, and service economy, and (2) identifying potential solutions to overcome barriers to retention and expansion of existing businesses. The development of businesses along Highway 15 and the use of TIF is supported by the Comprehensive Plan. The Commercial category of land uses is described to include “a variety of commercial uses including auto-oriented developments, major retailers, multi-use centers, restaurants, and other services.” The proposed Project will help retain and expand an existing local business, and locate the HVAC service business in the Redevelopment Area.

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 B, in replat of Lots 5 & 8, Twin Oaks Development, Seward, Seward,
County, Nebraska

(Parcel ID #800101138)

The general location of the Project Site is depicted below:



EXHIBIT "B"
Projected TIF Sources and Uses

TIF SOURCES: TIF authorized up to the amount of \$114,276, based upon the anticipated cost of the eligible TIF uses described below.

Assumptions:

Tax Levy:	1.565626
Project Site Base Value	\$86,155
Interest Rate	0%

TIF Calculation:

	Value	Taxes
Base Year	\$86,155	\$1,349
Completed	\$572,760	\$8,967
Increment	\$486,605	\$7,618

Annual TIF	\$7,618
Max TIF (15 yrs)	\$114,276
TIF Amount	\$114,476

The Annual TIF shall be used to pay debt service on the TIF Note for a period of 15 years or up to a total amount of \$114,276.

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

Site acquisition	\$	50,000
Grading/Drainage issues	\$	25,000
Site Prep.	\$	10,000
Public parking improvements	\$	46,000
Energy Eff. Enhancements (HVAC)	\$	30,000
Legal Fees	\$	7,500
3% Amin. Fee	\$	3,428
Total Eligible Expenses	\$	171,928

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:	\$86,155
b.	Max. Projected Completed Project Assessed Valuation:	\$572,760
c.	Projected Tax Increment Base (b. minus a.):	\$486,605
d.	Estimated Tax Levy:	1. 565626
e.	Annual Projected Tax Shift:	\$7,618

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 \$596,715 for the Project, and approximately \$171,800 in eligible public improvements. The public improvements include addressing draining issues in the redevelopment area that will benefit not only the Project Site but the surrounding properties. 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 and will generate additional sales tax in the City. The Project 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 allow a local small business to expand from the current home-based operation into a larger location. This growth will retain the local business and allow the business to grow. It is anticipated that the expansion will allow the business to create 3-4 new full-time jobs in the City. The projected salaries for these jobs are approximately \$50,000 to \$65,000 with benefits.

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. As stated above, the grading and site work for the Project will help remediate drainage issues in the redevelopment area that will benefit the surrounding properties in addition to the Project Site. This will be a positive impact on existing or future businesses 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 is a commercial business development that is anticipated to create 3-4 full-time jobs. The increase in employment because of the Project is not anticipated to substantially affect the school population.

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

The project is not economically feasible as designed without tax increment financing. The Project will assist a local business expand and grow in the City of Seward. Redeveloper has stated that without TIF, (1) Redeveloper cannot afford to address the water runoff issues on the site that are required to develop this lot, and (2) without TIF at this location, Redeveloper would have to look for other locations to expand in the Lincoln area, so there is a potential to lose this local business.

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.

C. Presentation and Review of Redevelopment Agreement

**REDEVELOPMENT AGREEMENT
(360 PROPERTIES REDEVELOPMENT PROJECT)**

This Redevelopment Agreement is made and entered into as of the ____ day of _____, 2024, by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and 360 Properties, LLC, a Nebraska limited liability company (“Redeveloper”).

RECITALS

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

B. The City of Seward, in furtherance of the purposes and pursuant to the provisions of 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 redevelopment project will consist of the construction of two commercial buildings and associated infrastructure improvements on the Project Site to make it suitable for operation as a HVAC service business, as more particularly described on the attached and incorporated Exhibit “A”.

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

G. CRA and Redeveloper desire to enter into this Redevelopment Agreement 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 18-2157, as amended, and acts amendatory thereof and supplemental thereto.

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

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

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

E. “Effective Date” means January 1, 2025.

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 Five Hundred Seventy Two Thousand Seven Hundred Sixty and No/100 Dollars (\$572,760.00).

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 360 Properties, LLC, a Nebraska limited liability company.

O. “Redevelopment Area” means the 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 limited liability company 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 the Effective Date and the CRA shall file the “Notice to Divide Taxes” with the Seward County Assessor on or prior to August 1 in the year of the Effective Date.

Section 3.02 Issuance of TIF Indebtedness.

On or after thirty (30) days following the approval and execution of this Redevelopment Agreement, the CRA shall incur or issue TIF Indebtedness in an amount not to exceed One Hundred Fourteen Thousand Two Hundred Seventy Six and No/100 Dollars (\$114,276.00), 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 cost of issuance and CRA fees shall be paid prior to the issuance of the Note. The Tax Increment shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

Section 3.04 Creation of Fund.

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

Section 3.05 Projected TIF Sources and Uses.

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

**ARTICLE IV
OBLIGATIONS OF REDEVELOPER**

Section 4.01 Evidence of Financial Ability.

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 on the Project Completion Date, and said deficiency continues to exist thirty (30) days after Redeveloper's receipt of written notice from the CRA detailing the same, 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 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:

360 Properties, LLC
Attn: Doug Oberhauser
360 Larkspur Lane
Seward, NE 68434

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT "A"
DESCRIPTION OF PROJECT

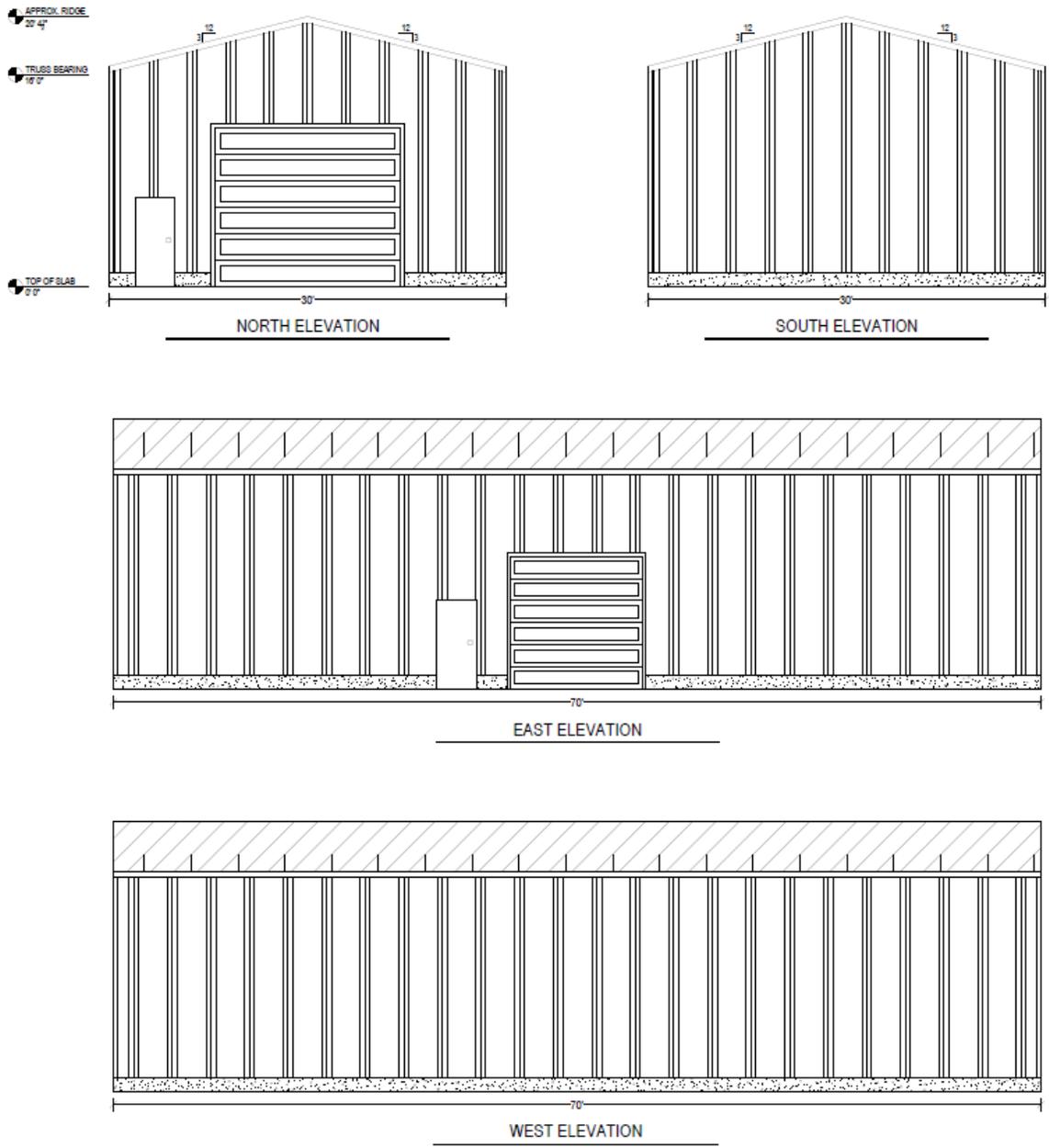
The Project undertaken by Redeveloper on the Project Site, defined as the real estate legally described as:

Lot B, in replat of Lots 5 & 8, Twin Oaks Development, 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 construction of two buildings totaling approximately 7,080 square feet, together with all related improvements, for the operation of an company that specializes in service and installation of residential HVAC equipment. The Private Improvements are depicted on the attached and incorporated Exhibit "A-1" for reference.

- (b) **Public Improvements.** Grading, site preparation, public parking improvements, energy efficiency enhancements, 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.



All plans are preliminary in nature and subject to change.

**EXHIBIT “B”
TIF INDEBTEDNESS**

1. Projected Base Value: \$86,155
2. Projected Minimum Final Value: \$572,760
3. Projected Incremental Valuation: \$486,605
4. Assumed Tax Levy: 1.565626
5. Anticipated Tax Increment: \$7,618 annually
6. Assumed Interest Rate: 0%
7. TIF Indebtedness:
 - a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$114,276, 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, 2039 (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.

**EXHIBIT “C”
PROJECTED TIF SOURCES AND USES**

1. TIF SOURCES:

Assumptions:

Tax Levy (2023)	1.565626
Interest Rate	0.0%
Number of Years	15

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project	\$86,155	\$1,349
Completed Project	\$572,760	\$8,967
Difference	\$486,605	\$7,618

TIF Calculations:

Annual TIF Amount	\$7,618
Total TIF	\$114,276
TIF Indebtedness (Present Value)	\$114,276
less 3% Admin Fee	(\$3,428)
Approx. Cost of Issuance (actual cost TBD)	(\$7,500)
TIF Available to Redeveloper	\$103,348

2. TIF USES:

Site acquisition	\$50,000
Grading/Drainage issues	\$25,000
Site Prep.	\$10,000
Public parking improvements	\$46,000
Energy Eff. Enhancements (HVAC)	\$30,000
Legal Fees	\$7,500
3% Amin. Fee	\$3,428
Total Eligible Expenses	\$171,928

**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
(360 Properties Redevelopment Project)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this ___ day of _____, 2024 by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and 360 Properties, LLC, a Nebraska limited liability company (“Redeveloper”).

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

Lot B, in replat of Lots 5 & 8, Twin Oaks Development, 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 _____, 2024, 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:

360 PROPERTIES, LLC, a Nebraska
limited liability company

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by _____, _____ of 360 Properties, LLC, on behalf of the company.

Notary Public

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

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

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

REDEVELOPMENT REVENUE NOTE
(360 PROPERTIES REDEVELOPMENT PROJECT)

Maturity Date	Interest Rate	Original Issuance Date
December 31, 2040	0%	

Registered Holder	Principal Amount
360 Properties, LLC, a Nebraska limited liability	\$114,276.00

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 (360 Properties Redevelopment Project), aggregating One Hundred Fourteen Thousand Two Hundred Seventy Six and No/100 Dollars (\$114,276.00) ("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 18-2157, as amended and supplemented (the "Act") and under and pursuant to the terms of that certain Redevelopment Agreement between the Issuer and 360 Properties, LLC, a Nebraska limited liability company, for the 360 Properties Redevelopment Project (the "Redevelopment Agreement"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the "Project"). All such revenue has been duly pledged for the purpose of paying this Note.

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

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

It is hereby certified and recited and the Issuer has found: that the Project

is an eligible “redevelopment project” as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Seward, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

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

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

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

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

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

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____ 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
(360 Properties Redevelopment Project)

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

Lot B, in replat of Lots 5 & 8, Twin Oaks Development, 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 _____, 2024, 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:

360 PROPERTIES, LLC, a Nebraska
limited liability company

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: _____

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

REDEVELOPMENT ELIGIBLE COSTS

Certified and Requested

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total certified TIF eligible costs:	\$ _____ *

***Principal Amount of TIF Indebtedness shall not exceed \$114,276**

360 PROPERTIES, LLC, a Nebraska
limited liability company

By: _____

Name: _____

Title: _____

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

Approved the by Chairman of the CRA:

_____, Chairman

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

CITY OF SEWARD, NEBRASKA

RESOLUTION NO. 2024-19

(Amendment to Redevelopment Plan–360 Properties Redevelopment Project)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA, APPROVING AN AMENDMENT OF THE REDEVELOPMENT PLAN FOR THE CITY OF SEWARD, NEBRASKA, INCLUDING THE 360 PROPERTIES REDEVELOPMENT PROJECT.

RECITALS

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

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

C. The Redevelopment Plan Amendment includes a redevelopment project identified as the 360 Properties Redevelopment Project (the “Project”) that will utilize Tax Increment Financing pursuant to Neb. Rev. Stat. § 18-2147.

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

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

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

G. On May 21, 2024, the City Council held a public hearing relating to the question of whether the Redevelopment Plan Amendment should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

H. The City Council has reviewed the Redevelopment Plan Amendment, the cost benefit analysis prepared by the CRA and attached to the Redevelopment Plan Amendment, the recommendations of the Planning Commission, and has

duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, it is found by the City Council of the City of Seward, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2157 (the “Act”), as follows:

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

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

Dated this 21st day of May, 2024.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

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

CITY OF SEWARD, NEBRASKA

RESOLUTION # 2024-20

(Redevelopment Agreement – 360 Properties Redevelopment Project)

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

RECITALS

A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2157, as amended (the “Act”), the City of Seward, Nebraska (“City”), has adopted a redevelopment plan (“Redevelopment Plan”) for certain portions of the City. A copy of the Redevelopment Plan is on file with the City Clerk for inspection.

B. The Redevelopment Plan, as amended, includes a specific redevelopment project identified as the 360 Properties Redevelopment Project that will include the use of Tax Increment Financing (the “Project”).

C. On May 15, 2024, the CRA approved the Redevelopment Agreement for the Project.

D. The City Council has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the general plan for development of the City of Seward as a whole, as set forth in the City of Seward Comprehensive Plan, as amended, and in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Seward, Nebraska, that the Redevelopment Agreement between the Community Redevelopment Authority of the City of Seward, Nebraska and 360 Properties, LLC, which is on file with the City Clerk and available for public inspection, is hereby approved.

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

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

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

Dated this 21st day of May, 2024.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

ADMINISTRATIVE ITEMS

1. Consideration of a Request from 817, LLC (License #124405) for the Approval of Special Designated Liquor (SDL) License Application for an Event at The Depot on June 15, 2024 - City Clerk Bargmann

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

124405 License # Delray 817 Licensee Name/Non-Profit Organization

Event location name: The Depot

Event address/location: 413 Ash Street Seward, NE 68434

Event date(s): 6/15/24 _____

Event start time(s): 4:00pm _____

Event end time(s): 12:00 am _____

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: _____ X _____ (Must submit a diagram)

Alternate dates/times: N/A

Alternate location name/location: N/A

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Alicia Hepp Event contact phone number: 388-750-4235

Event contact Email: delray817events@gmail.com

*Signature Authorized Representative: Alicia Hepp

Local Governing Body completes below:

The local governing body for the City of _____ **OR** County of _____ approves the issuance of a Special Designated License as requested above.

Local Governing Body Authorized Signature _____

Date _____

CITY OF SEWARD
COUNCIL POLICY STATEMENT
2020-001

Dated: 10-20-2020

Expedited Process for Reviewing Special Designated Liquor License Applications

The purpose of this policy statement is to establish a uniform expedited process for the recommendation to the Nebraska Liquor Commission to approve or deny an application for a Special Designated Liquor License by the holder of a catering license within the City of Seward.

An application for a special designated license will be recommended for approval under the following expedited process when the following criteria are met:

1. The application holds a valid catering license under the Nebraska Liquor Control Act, Neb. Rev. Stat. § 53-123 et seq.;
2. The application complies with the requirements of Seward Municipal Code § 205-2.28;
3. The holder of the catering license has previously been approved for a Special Designated Liquor License in the City of Seward; and
4. The application is submitted for review at least **twelve (12) days** prior to the event, as authorized by Neb. Rev. Stat. § 53-124.13.

The applicant retains all appeal rights otherwise available under the Seward Municipal Code and Nebraska Revised Statutes. Nothing herein shall preclude the City Clerk from deviating from the above-stated guidelines when exceptional circumstances exist warranting such a deviation.

2. Approval of Seward 4th of July Committee Requests for Annual Festivities - City Clerk Bargmann
 - A. Consideration of a Parade & Street Closure Permit



P.O. Box 38, 537 Main Street, Seward, Nebraska 68434. Phone: 402-643-2928. Fax: 402-643-6491. www.CityofSewardNE.gov

APPLICATION FOR TEMPORARY STREET CLOSURE PERMIT

I, the undersigned, having read and understand the City of Seward Street Closure Policy, which includes the following provisions:

- No alcoholic beverages in street or public right-of-way
- No closures allowed on 4th of July
- No excessive and prolonged noise or music
- Assurance that all clean-up of streets is performed
- Applicant must file a Certificate of Liability Insurance naming the City of Seward as insured in the amount of \$1 million.

do hereby petition for the closure of

Please see attached maps _____ between Please see attached maps _____
(STREET NAME) (LIST BOTH CROSS STREETS AND ADDRESSES)

on July 4, 2024 from 6AM to 5PM for the purpose of Parade Line up/Staging Areas
(DATE) (TIME) (TIME)

_____ for approximately _____ people.

Additionally, I **DO / DO NOT** (CIRCLE ONE) request any barricades to be supplied from the City.

If yes, I would like the barricades delivered to the site on July 4, 2024 by 2pm.
(DATE) (TIME)

Donna Hendrickson 4th of July Committee 402-643-4189
APPLICANT'S NAME ORGANIZATION NAME TELEPHONE NO.

616 Bradford St. Seward NE 68434
APPLICANT'S/ORG. ADDRESS CITY STATE ZIP

Donna Hendrickson May 13, 2024
APPLICANT'S SIGNATURE DATE

*****APPLICANT MUST COMPLETE PAGE 2 FOR VALID APPLICATION*****

A Certificate of Liability Insurance naming the City of Seward as additionally insured in the amount of \$1,000,000 is required. The insurance certificate must show evidence of coverage specific to the event and activities to be conducted. The City Clerk must have the insurance certificate in hand before a permit will be issued.

Date insurance certificate filed with City: _____

FOR CITY OF SEWARD USE ONLY	DATE PERMIT ISSUED: _____
MAYOR APPROVAL:	_____
CHIEF OF POLICE APPROVAL:	_____
STREET SUPERINTENDENT APPROVAL:	_____

****PLEASE PRINT PAGE 2 TO SEPARATE PAGE****

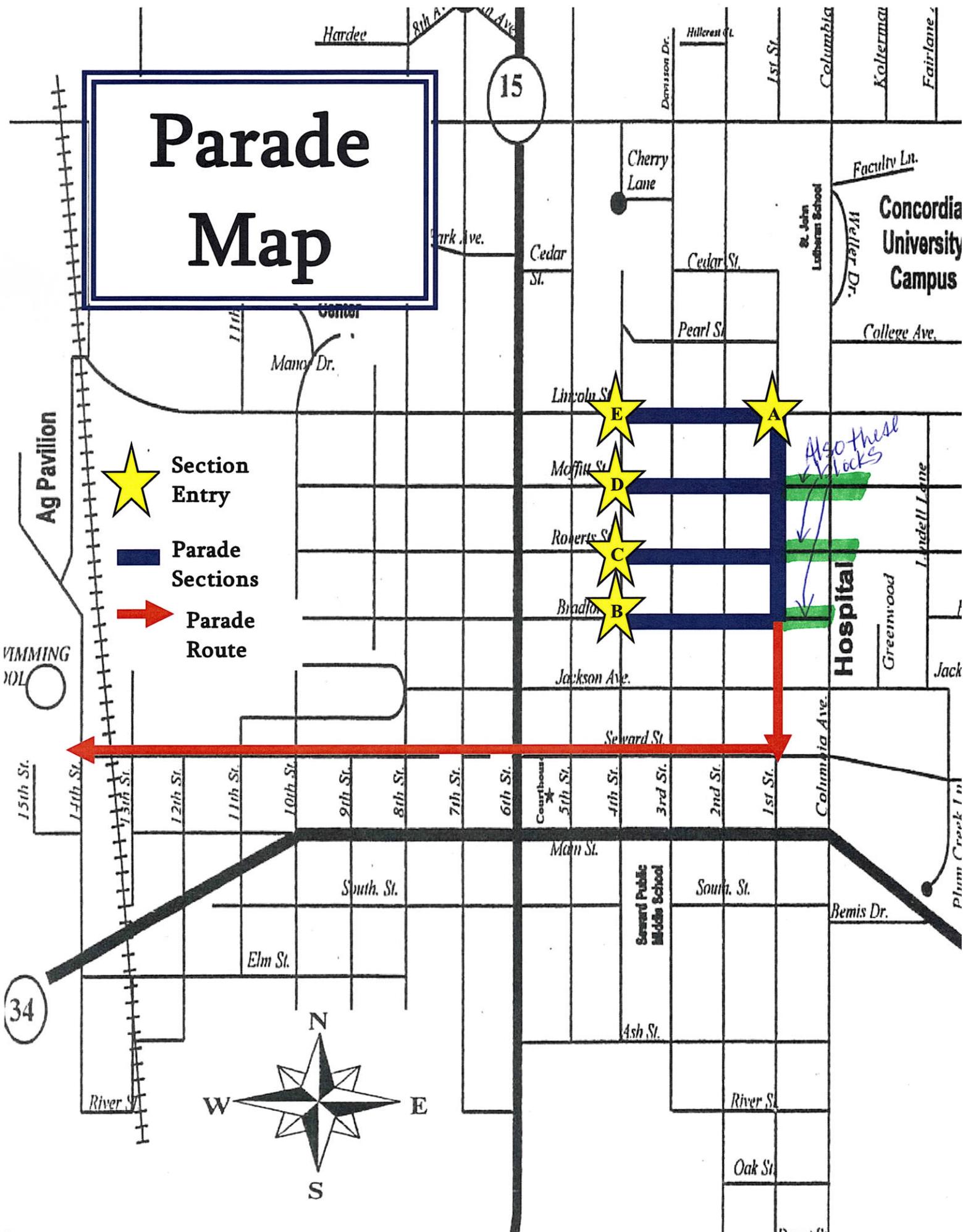
RESIDENTS/OWNERS OF PROPERTY ABUTTING STREET CLOSURE

We, the undersigned, do hereby consent to the Temporary Street Closure Permit as described in this application (Only one adult signature needed per address):

ADDRESS PRINTED NAME SIGNATURE

Parade Map

-  Section Entry
-  Parade Sections
-  Parade Route



Also these blocks

HOSPITAL

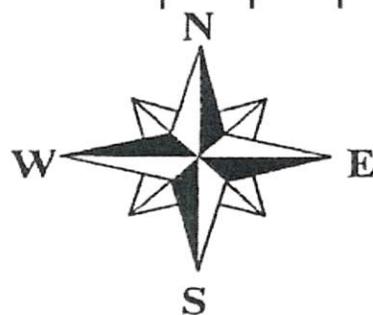
Concordia University Campus

Ag Pavilion

VIMMING

34

15





P.O. Box 38, 537 Main Street, Seward, Nebraska 68434. Phone: 402-643-2928. Fax: 402-643-6491. www.CityofSewardNE.gov

APPLICATION FOR PARADE, MARCH OR SPECIAL EVENT

IF THIS PARADE, MARCH, OR SPECIAL EVENT INVOLVES THE TEMPORARY USE OF ANY PORTION OF THE STATE HIGHWAY SYSTEM OR CITY FACILITIES, FORMAL ACTION BY THE CITY COUNCIL IS REQUIRED. THE CITY IS REQUIRED TO PROVIDE 30 DAYS NOTICE TO THE STATE OF NEBRASKA REGARDING HIGHWAY USE. THE COUNCIL MEETS THE 1ST & 3RD TUESDAYS OF EVERY MONTH AND REQUESTS MUST BE RECEIVED BY NOON ON WEDNESDAY PRIOR TO THE NEXT COUNCIL MEETING AND MUST INCLUDE A COPY OF THE INSURANCE POLICY FROM THE SPONSORING ORGANIZATION.

We, the undersigned, hereby apply for a permit for a (CIRCLE ONE):

Parade March Special Event

on July 4, 2024 from 4pm to 6pm for the purpose of _____
(DATE) (TIME) (TIME)

4th of July Grand Parade for approximately 40,000 people.

The location of the event will be held at the following address(es): 1st St from Lincoln south to Seward. Seward St from 1st west to 14th st.

Additionally, we request the following from the City: barricades picnic tables to be delivered to the site by (Date/Time) 7/4 3pm at the following location(s):

at intersections deemed necessary by the City & Police Dept.

Lastly, we intend to sell or offer the following during the event (CHECK ALL THAT APPLY):

- Food Alcohol Other: _____

Additional Comments: _____

APPLICANT INFORMATION

Donna Hendrickson donna@cultivatesewardcounty.com 402-643-4189
APPLICANT'S/ORG. NAME EMAIL ADDRESS TELEPHONE NO.

1410 Bradford Seward NE 68434
APPLICANT'S/ORG. ADDRESS CITY STATE ZIP

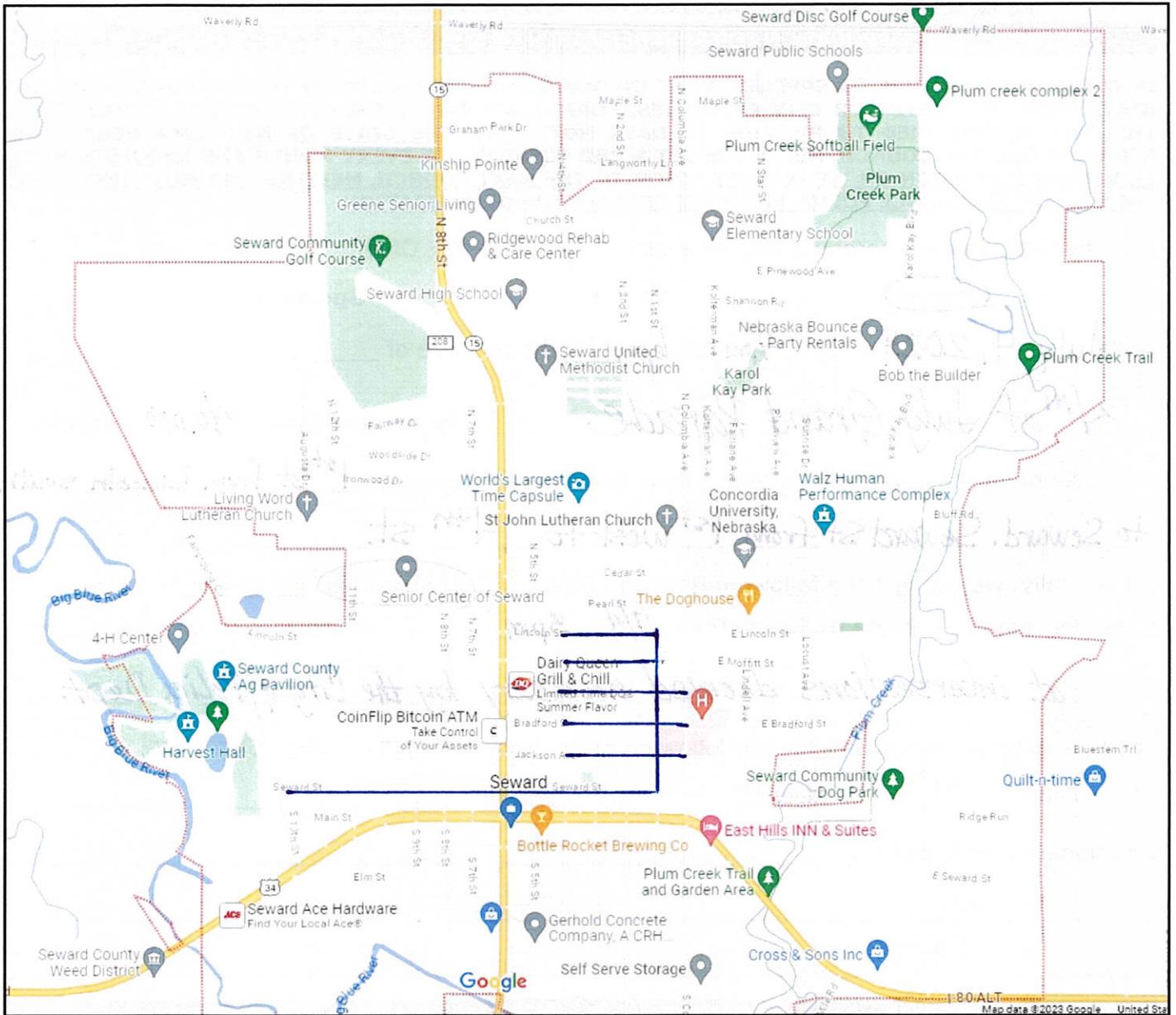
Donna Hendrickson 5-13-24
APPLICANT'S SIGNATURE DATE

A Certificate of Liability Insurance naming the City of Seward as additionally insured in the amount of \$1,000,000 is required. The insurance certificate must show evidence of coverage specific to the event and activities to be conducted. The City Clerk must have the insurance certificate in hand before a permit is issued.

If an event involves a street closure, please complete the appropriate 'street closure' form and return to: City Clerk, 537 Main Street, Seward, NE 68434.

If a parade or march, please indicate the route of the event below and note the following:

- No alcoholic beverages in street or public right-of-way
- No excessive and prolonged noise or music
- Assurance that clean-up of streets is performed by organization



<p><u>FOR CITY OF SEWARD USE ONLY</u></p>	<p>DATE SENT TO STATE: _____</p> <p>DATE INS. INFO RECD: _____</p> <p>DATE PERMIT ISSUED: _____</p>
<p>MAYOR APPROVAL:</p> <p>_____</p>	<p>_____</p>
<p>CHIEF OF POLICE APPROVAL:</p> <p>_____</p>	<p>_____</p>
<p>STREET SUPERINTENDENT APPROVAL:</p> <p>_____</p>	<p>_____</p>

B. Consideration of a Resolution for 2024 Parade

RESOLUTION NO. 2024-21

WHEREAS, the City of Seward's Annual FOURTH OF JULY CELEBRATION is scheduled for July 4, 2024; and

WHEREAS, the City of Seward wishes to support this annual event; and

WHEREAS, it is necessary to close the north lane of Highway 34 between 5th Street and Hwy 15 (6th Street) from 5:00 a.m. to 7:00 p.m. for the festivities to be held on the Courthouse square; and

WHEREAS, it is necessary to close the east lane of Hwy 15 (6th Street) between Highway 34 (Main Street) to Seward Street from 5:00 a.m. to 7:00 p.m. for the festivities to be held on the Courthouse square; and

WHEREAS, it is necessary to close Highway 15 at the intersection of Seward Street and Highway 15 for the Parade from 3:30 p.m. to 7:00 p.m.; and

WHEREAS, the road closure described above must be approved by the State of Nebraska Department of Roads;

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

The City Clerk is hereby authorized to forward this resolution to the State of Nebraska Department of Roads for the closing of Hwy 15 and Hwy 34 as defined above for the festivities to be held on the Fourth of July in Seward, Nebraska.

The Mayor declared the resolution adopted.

Dated: May 21, 2024

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

3. Consideration of Change Order #1 with General Excavating, Inc. to Extend the Substantial and Final Completion Dates of the Utilities and Site Work for Construction of a 500,000-Gallon Water Tower - City Engineer Oneby

CHANGE ORDER



No. 1

Date of Issuance: May 6, 2024 Effective Date: May 1, 2024

Project: 500,000-Gallon Water Tower – Utilities and Site Work	Owner: City of Seward, Nebraska	Owner's Contract No.:
Contract: Base Bid – Unit Price	Date of Contract: April 19, 2023	
Contractor: General Excavating	Engineer's Project No.: 019-3180	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

- As discussed and agreed upon by Owner, Engineer, and Contractor at the May 1, 2024 construction progress meeting, there will an extension granted to the contract times due to coordination required with the water tower construction.

Total Project Increase: \$0.00

Attachments: n/a

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>696,785.00</u>	Original Contract Times: Substantial Completion (days or date): <u>June 1, 2024</u> Final Completion (days or date): <u>August 1, 2024</u>
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>n/a</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion (days or date): <u>n/a</u> Final Completion (days or date): <u>n/a</u>
Contract Price prior to this Change Order: \$ <u>696,785.00</u>	Contract Times prior to this Change Order: Substantial Completion (days or date): <u>June 1, 2024</u> Final Completion (days or date): <u>August 1, 2024</u>
Increase of this Change Order: \$ <u>0.00</u>	Increase of this Change Order: Substantial Completion (days or date): <u>140</u> Final Completion (days or date): <u>110</u>
Contract Price incorporating this Change Order: \$ <u>696,785.00</u>	Contract Times with all approved Change Orders: Substantial Completion (days or date): <u>October 18, 2024</u> Final Completion (days or date): <u>November 18, 2024</u>

<p>RECOMMENDED:</p> <p>By: <u></u> Engineer (Authorized Signature)</p> <p>Title: <u>Project Engineer</u></p> <p>Date: <u>May 6, 2026</u></p>	<p>ACCEPTED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: <u></u> Contractor (Authorized Signature)</p> <p>Title: <u>PROJECT MANAGER</u></p> <p>Date: <u>5/6/2024</u></p>
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cc: City of Seward, General Excavating.

4. Consideration of Amendment #1 to an Owner-Engineer Agreement with JEO Consulting Group, Inc. for the East Hillcrest Dr. Improvements Project in the Amount of \$47,600 - City Engineer Oneby



**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

The Effective Date of this Amendment is: _____ .

ARTICLE 1 – BACKGROUND DATA

Effective Date of Owner-Engineer Agreement: **12-21-2021**
Owner: **City of Seward**
Engineer: **JEO Consulting Group, Inc.**
Project: **East Hillcrest Improvements, Design and Bidding Services**
City of Seward Task Order No. 2021-3
JEO # 211615.00

ARTICLE 2 – NATURE OF AMENDMENT

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications of payment to Engineer

ARTICLE 3 – DESCRIPTION OF MODIFICATIONS

Perform engineering services related to the design and construction services of water main, street lighting and other services identified in the scope of services. See Exhibit A, attached.

ARTICLE 4 – AGREEMENT SUMMARY

Original agreement amount:	\$ <u>81,850</u>
Net change for prior amendments:	\$ <u>0</u>
This amendment amount:	\$ <u>47,600</u>
Adjusted Agreement amount:	\$ <u>129,450</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER: **JEO Consulting Group, Inc.**

By: _____

By: *Ryan C. Kavan*

Print name: _____

Print name: Ryan C. Kavan

Title: _____

Title: Project Manager

Date Signed: _____

Date Signed: **May 6, 2024**



**SCOPE OF SERVICES:
Exhibit A**

PROJECT DESCRIPTION:

City, State: The project will consist of repaving of East Hillcrest Drive from Eastridge Drive east approximately 1,100 feet to near the Plum Creek bridge. This scope of services is for additional design services required to complete the project and prepare for bidding. The original design included design services for pavement, storm sewer and street lighting. This amendment is to address the addition of water main, revision of street lighting standards, utility coordination, additional right-of-way easements, project management and coordination incorporating these additional items into the final bid documents and bidding of the complete project.

1 ADDITIONAL DESIGN PHASE

- 1.1 Provide Project Management throughout all Phase of this project, to include:
 - 1.1.1 Coordination of all design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the technical memos, plans and specifications, as well as ensure a timely project design.
 - 1.1.2 Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - 1.1.3 Provide oversight to ensure scope of services and schedule is met.
 - 1.1.4 Work with disciplines to identify potential risks and how to mitigate those risks.
 - 1.1.5 Review billed hours by design team and prepare invoice statements for Owner.
- 1.2 Additional Lighting Design:
 - 1.2.1 Complete the street lighting design based on current lighting design standards and available and currently available lighting systems.
- 1.3 Utility Coordination:
 - 1.3.1 Work with City Staff to verify existing and proposed utilities are not in conflict with proposed work.
 - 1.3.2 Include up to 3 site visits.
 - 1.3.3 Provide copies of plans to private utilities.
- 1.4 Water System Design
 - 1.4.1 Design water main extension throughout the length of the paving project.
 - 1.4.2 Coordinate with City Staff for location of fire hydrants, valves and future connections.
 - 1.4.3 Plan Sheets shall include:
 - 1.4.3.1 Plan and Profile
 - 1.4.3.2 Details
 - 1.4.4 Develop quantities and opinion of probable cost for the water main portion of the project.

- 1.5 Update complete easement documents including legal descriptions for both permanent and temporary easements needed for the proposed improvements.
- 1.6 Complete plans, including addressing the changes from water main design, lighting design and potential changes from coordination with the utility companies.
- 1.7 Perform an internal quality assurance/quality control (QA/QC) review of the final plans, opinion of probable cost and specifications.
- 1.8 Conduct a plan-in-hand review in the field with the Owner to confirm the proposed layout, survey information and opinion of probable construction cost.
- 1.9 Update the opinion of probable construction cost to be commensurate with the 70% complete plans.
- 1.10 Prepare a list of final construction quantities and furnish a final opinion of probable construction cost.
- 1.11 Provide completed final documents (Plans, Specifications, and Contract Documents) signed and sealed by a professional engineer registered in the State of Nebraska to Owner.
- 1.12 Attend up to one (1) meeting to review final design documents and opinions of probable construction cost, obtain approval of the final plans, specifications and bid documents and receive authorization to submit final plans, specifications and bid documents to the appropriate agencies for review and approval.

2 BIDDING AND NEGOTIATION PHASE

- 2.1 Additional services related to bidding due to the additional work, including water main, changes to lighting design and updates due to the current design and bidding schedule.

3 OWNER RESPONSIBILITIES

- 3.1 Provide timely review of documents or requests for information.
- 3.2 Provide access to property to conduct proposed services.
- 3.3 Provide contact information for utility companies within the right-of-way along the project route.

4 FEE

- 4.1 JEO proposes to provide the services defined above for the fees defined below:

<u>Task</u>	<u>Fee</u>
Additional Design Phase (Hourly, Not to Exceed)	\$ 44,500.00
Additional Bidding and Negotiation Phase (Hourly, Not to Exceed)	<u>\$ 3,100.00</u>
Total Amendment No. 1 (Not to Exceed)	\$ 47,600.00

5 CONTRACT TIME

- 5.1 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.
- 5.2 Design Phase – 120 days from authorized to proceed. This includes the following:

- 5.2.1 Electrical Design 120 days from authorization to proceed.
- 5.2.2 Water Design 90 days from authorization.
- 5.3 Bidding and Negotiation Phase – 45-60 days from authorization to advertise.
- 5.4 Construction potential start – November 2024.
- 5.5 If the Basic Services covered by this Agreement have not been completed by December 15, 2024, through no fault of JEO, extension or adjustment of JEO's services beyond that time shall be compensated as additional services.
- 5.6 The information in this proposal and fee estimate is valid until June 15, 2024. After that time, the scope of services and estimated schedule are subject to adjustment.

6 EXCLUSIONS

- 6.1 As described in the original scope of services.

5. Update on the Wellness Center - Executive Director Brase
6. Update on the FY2024/25 Budget Schedule - City Administrator Butcher

CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 5/21/24

- Monitoring a number of street projects including: East Seward (final items), design on East Hillcrest, drainage near Park Street & Bradford Street (construction), Highway 15 Watermain (construction) and Highway 15 Reconstruction (construction).
- Water Tower project underway, working on final paint design. Met with artist to update design.
- Reviewed additional DTR items and worked with applicants on needed documents.
- Working with Wellness Center Executive Director Brase on numerous items and follow ups.
- Worked with Kelly Hoffschneider to work on a number of real estate items related to the Rail Campus.
- Held CRA meeting on TIF Applications for MeyCo Holdings, Inc and 360 Properties.
- Admin staff to continue comparability analysis.
- Prepared Seward Rate Study items.
- Continued process to convert to new employee credit cards.
- Met with Concordia and High School reps to discuss baseball/softball turf project.
- Worked with Bizco on email migration to the O365 cloud based system.
- Attended NDOT Highway 15 Project Update
- Met with Jonathan Jank, Mark Kolterman, and Michael Sothan (History Nebraska) to discuss tax credit programs for historic buildings.
- Toured the old Zimmer Mansion (316 N. 6th Street) with Jonathan Jank and Real Estate agents to understand what programs could be used to renovate the building/property.
- Met with SEH Team and Wastewater Team on Flood permitting issues with the design of the new wastewater treatment plant.
- Met with Sampson Team on Wellness Center Construction updates.
- Met with the Golf Team for a season and project update, toured the course with Dan Kahler to discuss items.
- BUDGET REVIEWS WITH ALL DEPARTMENTS.

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

Police Department

- Suicide Prevention Coalition 5/14 at Library.
- Budget Meeting 5/15 at City Hall.
- Summer Reading Kickoff/Safety Day 5/18.

City Clerk/Human Resources/City Hall

- DR-4420 Project: Return funds sent, Management costs submitted early this week.
- Revising Fire Dept. By-Laws.
- TIF Application: under Greg's review.

Water/Wastewater Department

- Water Main Project meeting 5/14.
- R.O. Plant 3rd Pump Motor shipped off for inspection.
- City Safety Day 5/18.

Parks and Rec/Cemetery/Golf/Pool

- Safety Day on 5/18 at Library.
- Legion Baseball starts practicing this week.
- Turning irrigation on.
- Spraying parks.

Civic Center

- Nick from BIC said their site supervisor is still transitioning to current job site. He will let Erin know when to expect them at the Civic Center.
- Things are going smoothly at the Municipal Building.

Electric Department

- Work on streetlights.
- Work with NPPD for training trailer.
- Work on metering.

Street Department

- Hot Mix spots.
- Equipment maintenance.
- Push up burn pile.
- Spray weeds and mow R.O.W's.

Library

- 5/13 Reader's Choice book group.
- 5/16 Imagination Library open house.
- 5/18 Summer Street Party 10am-1pm.

Building Inspection/Planning Department

- Meyco and 360 Properties TIF items on the agenda for the Planning Commission meeting 5/13.
- City safety at the Library's Summer Kickoff Party on 5/18.
- Café on the Square (6th St.) Update: Clint Hansen (state electrical inspector) gave the okay for Ignite Nutrition, waiting to hear from Brandon Luebke (state fire marshal) to lift the stop work order. Once the order is lifted, permits and work can be approved. State electrical will review the storage unit section of the building and need to approve before an occupancy permit can be issued for the restaurant.

Engineering

- NDOT Hwy 15 Reconstruction Updates: Hwy 15 & Hwy 34 intersection reconstruction, BNSF crossing, remove temporary road, reopen Ash to Hwy 34 (target May 9)
- Welding, watermain modifications, logo re-design and communication tenant agreements, and large crane assembly scheduled week of 5/27 and change order for the Water Tower.
- ALTA survey review, verify easements, review drainage calcs for Meyer Development and First Addition re-plot for Rail Campus.

Finance Dept.

- Finish balancing April books (Cydnee).
- Budget meetings (Cydnee).
- Delinquents (Kirsten).

Seward Wellness Center

- Site Update: Metal exterior was completed on east and north sides of gym area. They will move to the roof this week. Pool ceiling will be done before dig (new wave delayed in digging). This won't delay anything overall.
- Reach back out to possible business sponsors, finalize race course and publicize online for the Freedom Run event.
- Budget Review meeting 5/16 at City Hall.

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE
ACTION
ANNOUNCEMENT OF UPCOMING EVENTS
STRATEGY SESSION**

1. Strategy Session with City Attorney Regarding Real Estate Interests at the Seward Rail Campus - City Attorney Hoffschneider

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